



# **MINUTES OF THE COMMON COUNCIL**

**TUESDAY, JUNE 16, 2015, 7:00 P.M.**

**COUNCIL CHAMBERS  
ROOM 203, CITY HALL**

Roll call. Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney James Mueller. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, D. Nennig, J. Moore, R. Scannell, C. Wery, G. Zima, M. Steuer, T. Sladek. Excused: B. Danzinger.

Pledge of Allegiance.

Mayor Schmitt led the Invocation.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to approve the minutes of the May 19, 2015, meeting. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Nennig to approve the agenda.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to move the bonding resolutions before the Park Committee Report. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Tim DeWane to move the Protection & Welfare Committee Report after the Park Committee Report. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to approve the agenda as amended. Motion carried.

## REPORT BY THE MAYOR

Mayor Schmitt reminded everyone that Kids Day is June 25.  
On July 4 at 1:00 P.M. there will be a service at the Liberty Bell.

## PUBLIC HEARINGS

Public Hearing regarding vacation of a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court. (Item #16)

No one appeared.

Miscellaneous Ordinance No. 1-15

An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property generally located in the 1580 blocks of East Mason Street and Kimball Street, as well as the 500 block of Bellevue Street.  
(Item #24)

No one appeared.

Moved by Ald. Moore, seconded by Ald. Steuer to suspend the rules for the purpose of adopting the vacation resolution and the miscellaneous ordinance. Motion carried.

## APPOINTMENTS

### NEW APPOINTMENTS:

#### Ethics Board

**Dr. Justin Mallett**, Term to expire: March 1, 2018

#### Transit Commission

**Emily Ysebaert**, Term to expire: February 1, 2018

Moved by Ald. Thomas DeWane, seconded by Ald. Nennig to confirm the appointments.  
Motion carried.

### RE-APPOINTMENTS:

#### City of Green Bay/Town of Scott Joint Plan Commission

**Timothy Gilbert**, Term to expire: June 1, 2018

#### Economic Development Authority

**Philip Hilgenberg**, Term to expire: June 1, 2018

**Mike Vogel**, Term to expire: June 1, 2018

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to confirm the re-appointments. Motion carried.

## **PETITIONS & COMMUNICATIONS**

### **FINANCE COMMITTEE**

Request by Ald. Wery that all monthly Green Bay Neighborhood Leadership Council's meetings have an audio recording of the proceedings for full transparency and a resource for those unable to attend.

### **ADVISORY COMMITTEE AND IMPROVEMENT & SERVICE COMMITTEE**

Request by Ald. Zima, on behalf of the residents of Green Bay, that the Public Works Department make a comprehensive study of the storm water sewer system in Green Bay and further that the department provide for council consideration an estimate of the cost of updating our sewer system to resolve the ongoing water problems that continue to plague numerous neighborhoods.

### **IMPROVEMENT & SERVICE COMMITTEE**

Applications for Tree & Brush Trimmer Licenses by the following:

- A. Timber Edge Tree and Shrub Care
- B. Nelson Tree Service, Inc.

Applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Concrete Finishers
- B. Andersen Basement Repair, Inc.

Request by Ald. Wiezbiskie to review, with possible changes, the policy in our DPW with reference to outsourcing back logged engineering projects.

Request by Ald. Tim DeWane to have staff provide an update on filling engineering staffing levels.

### **LEGAL STAFF**

Request by Ald. Wiezbiskie to eliminate the Advisory Committee due to using it as an entity to rework committee work and belabor decisions to get the vote.

Request by Ald. Moore to draft a resolution requesting elected federal representation to amend the Transportation Code allowing local municipalities the right to make minor and emergency repairs to railroad crossing including, but not limited to, cold patching and to forward this resolution to the Improvement & Service Committee.

## PROTECTION & WELFARE COMMITTEE

Request by the owners of Hinterland Brewery, 313 Dousman Street, to hold an outdoor event on August 29 with live music until 11:00 P.M.

Applications for Class "A" Beverage License by Shopko Stores Operating Co., LLC at 216 S. Military Avenue and 2430 E. Mason Street.

Appeal by Manfred McGee to the denial of his Public Vehicle Operator License.

Request by the owners of Party Line Tavern, 601 Bellevue Street, to hold an outdoor event on August 15, with music until midnight.

## TRAFFIC COMMISSION

Request by Ald. Nicholson to review the traffic signals on the corner of Main Street and Lime Kiln Road.

Request by Ald. Wiezbiskie, on behalf of homeowners on Highland Center Drive, to address the traffic concerns in their neighborhood.

Moved by Ald. Nicholson, seconded by Ald. Scannell to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

## REPORTS FOR COUNCIL ACTION

### REPORT OF THE PARK COMMITTEE June 16, 2015

The Park Committee, having met on Tuesday, June 9, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the Friends of the Wildlife Sanctuary to fundraise \$3,000,000 for an expansion of the Nature Center building. Once fundraising goals have been achieved and final construction plans are completed, they need to come back to the Park Committee for final construction approval.
2. To approve a request to dock two Tall Ships, one at Leicht Park and the other at City Deck, from July 14-21, 2015, and to reduce the rental costs by 50% (from \$4,510 to \$2,255) contingent upon the following:
  - All fees being paid prior to the event;
  - All proper permits and insurances being obtained;
  - Any other costs associated with this event being the responsibility of Tall Ships.

3. To approve the request by the Economic Development Department to purchase and install a kayak launch on City Deck using TIF 5 funding contingent upon the following:
  - All proper permits and insurances being obtained;
  - All costs of materials, installation, and labor would be paid for using TIF 5 funds.
4.
  - A. To approve the purchase of a 2016 International 7300 Workstar 33,000 GVWR Cab & Chassis from Packer City International Trucks for \$71,000.
  - B. To approve the purchase of a Contractor Dump Body w/ Hoist for 33,000 GVWR Cab & Chassis from Monroe Truck Equipment for \$16,532.
  - C. To approve the purchase of a 2016 International 4300 Durastar 26,000 GVWR Cab & Chassis from Packer City International Trucks for \$64,915.
  - D. To approve the purchase of a Forestry Body w/ Hoist for 26,000 GVWR Cab & Chassis from Monroe Truck Equipment for \$16,121.
  - E. To approve the purchase of a 2016 International 4300 Workstar 22,000 GVWR Cab & Chassis from Packer City International Trucks for \$64,650.
  - F. To approve the purchase of a Dump Body w/ Hoist for 22,000 GVWR Cab & Chassis from Monroe Truck Equipment for \$17,876.
  - G. To preapprove to spend up to \$45,000 to purchase a used Telehandler. Parks staff will review bids and inspect the equipment and purchase the unit that represents the best value for the department within the budget for this purchase.
5. To approve the request by Ald. Wery to allow co-naming rights at Colburn Pool for donations of \$300,000 and \$275,000 with the Friends of Colburn Pool being responsible to fundraise \$1,000,000 for the pool. At the end of the first 20-year term, the original \$750,000 or an amount deemed by policy at that time would be required to name the pool.
6. To refer this item back to staff, the Friends of Colburn Pool, and Ald. Wery requesting they come back to the Park Committee with a specific area in mind for the request.
7. To receive and place on file the Director's Report.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Items #3 and #5. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #3.

Moved by Ald. Moore, seconded by Ald. Zima to amend Item #3 by adding "Limiting TIF funding of not to exceed \$25,000." Motion carried.

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to adopt Item #3 as amended. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #5.

Moved by Ald. Wery, seconded by Ald. Thomas DeWane to amend Item #5 to read "To approve the request by Ald. Wery to grant naming of Colburn Pool to Bernie and Alyce Dahlin for \$300,000. Should an additional donor be secured for \$275,000, that donor would share, in the 2nd position, the naming rights to the pool. After a term of 30 years the naming rights would expire. The Friends of Colburn Pool will still be responsible for raising one million dollars to support the pool." Motion carried.

Moved by Ald. Scannell, seconded by Ald. Steuer to adopt Item #5 as amended. Motion carried.

## **REPORT OF THE GREEN BAY PLAN COMMISSION June 16, 2015**

The Green Bay Plan Commission, having met on Monday, June 8, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the City of Green Bay Comprehensive Plan future land use recommendation for properties generally located in the 500 Block of North Henry Street, Acme Street and Lawrence Street, south of University Avenue, from Low Density Housing, Medium/High Density Housing, Commercial and Light Industry to General Industry, with the condition that a Planned Unit Development (PUD) be considered for any zoning change that would involve the transition of uses and traffic implications.
2. To rezone a parcel of property to the east of 1902 North Irwin Avenue, Tax Parcel 21-486, from General Industrial (GI) to General Commercial (CI) District.
3. To amend Chapter 13-902, Table 9-01 to permit indoor recreational facility within the General Industrial (GI) District.
4. To vacate an unimproved alley between Van Buren Street and Webster Avenue, Block 58, Eastman's Addition, subject to ownership and maintenance of an existing storm sewer located within the vacated alley becoming the responsibility of the adjacent property owners.

Moved by Ald. Wiezbiskie, seconded by Ald. Nennig to adopt the report. Motion carried.

## **REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY June 16, 2015**

The Green Bay Redevelopment Authority, having met on Tuesday, June 9, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the First Amendment to the Management Agreement for the KI Convention Center with Hyatt Corporation, a Delaware Limited Liability Company, as agent of Hyatt Equities, L.L.C., subject to minor legal and technical amendments (copy attached).
2. To authorize staff to award Pay-Go TIF assistance from TIF 7 for the Shorewest Realty project at 839 Lombardi Avenue, after completion of the assessment, with a maximum amount of \$85,000.
3. The Redevelopment Authority approved a budget and the 2015-2019 Five Year Consolidated Plan and the 2015 Annual Action Plan for use of Community Development Block Grant and HOME funds. The budget and plans were recommended to the Common Council at its March 16, 2015, meeting. The budget and plans were adopted by Common Council and published to allow a 30-day comment period. The comment period ended and no comments were received. A summary of the approved budget, as included in the plans, is attached. The Redevelopment Authority is recommending final approval of the plans.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report. Motion carried.

### **REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE June 16, 2015**

The Improvement and Service Committee, having met on June 9, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Bill Widmer, 126 Pine Street, Suite 101, to install a temporary rack for merchandise sale/rental in the right-of-way of Pine Street contingent upon executing a hold harmless agreement, placing on file with the city applicable insurance, obtain all necessary city approvals, and authorize the Mayor and City Clerk to execute the agreement.
2. To approve the request by DigiCopy for an amendment to the existing Air Rights Easement to allow a flag mounted sign at 211 E. Walnut Street.
3. To approve the request by Oak Grove Neighborhood Association to place sculpture on Parcel 21-1281 near neighborhood association sign, and amend the existing Hold Harmless Agreement for the neighborhood association sign to include the sculpture.

4. To conditionally approve the request from Dale Lenss to remove sidewalk from property at 2069-2071 Jamesford Avenue with the condition being that the area be restored back to City standards at the property owner's sole cost.
5. To receive and place on file the request by Ald. Tim DeWane to look into two streets, 100-200 blocks S. Roosevelt Street and 700-900 blocks S. Webster Street, which are in desperate need of repairs.
6. To receive and place on file the request by Ald. Tim DeWane for a report on past, current and future, starting in 2012, regarding road construction projects/street, highway repairs that the City assisted other surrounding communities.
7. To receive and place on file the request by Ald. Steuer to address handicapped parking issues and other parking issues, particularly near The Flats area, with all of the construction taking place in the downtown area. Also referred to Traffic Commission.
8. To receive and place on file the request by Ald. Danzinger to review the status of Katers Drive following resurfacing in 2014.
9. To receive and place on file the presentation on warning siren coverage test by Melissa Spielman, Brown County Emergency Management.
10. To approve the report of the Purchasing Manager:
  - A. To approve the purchase of a Trailer Mounted Joint Sealer to Sherwin Industries, Inc. \$39,275.
  - B. To approve the purchase of truck equipment to Olson Trailer & Body for \$19,812.
  - C. To approve the purchase of a GPS/AVL Vehicle Management System to Precise MRM for \$67,116.
11. To deny the award of the following contract to the low, responsive bidder:
  - A. To deny to award contract PARKS PROJECT 1-15 BAY BEACH AMUSEMENT PARK IMPROVEMENTS – PHASE 2 to the low, responsive bidder.

To approve the award of the following contracts to the low, responsive bidders:

  - B. To approve to award contract SEWERS 3-15 (INCLUDING WATER MAIN) to the low, responsive bidder, Feaker & Sons, in the amount of \$450,358.50.

- C. To approve to award contract SIDEWALKS 2015 to the low, responsive bidder, Martell Construction, in the amount of \$265,470.00.
12. To approve the request by GB Metreau, LLC to allow their contractor to install temporary electric service to the property at 115 E Walnut Street across City property and right-of-way contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.
13. To approve the following Permanent Limited Easements (PLE) and Temporary Limited Easements (TLE):
- SEWER EASEMENT FROM FRANZ AVENUE TO BAIRDS CREEK
- |  |          |                 |
|--|----------|-----------------|
| Ruben Mosqueda.<br>Parcel Number 2 (21-1993)         | \$250.00 | P.L.E. & T.L.E. |
| Tedford Enterprises, LLC<br>Parcel Number 4 (19-290) | \$250.00 | T.L.E.          |
14. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
- A. Allied Concrete Construction, Inc.
  - B. E & I Concrete Construction
  - C. Kurowski Construction LLC
  - D. N & L Concrete Construction LLP
  - E. Ray Jaeger Construction, Inc.
15. To approve the applications for an Underground Sprinkler System License by the following:
- A. Rain Master Irrigation, Inc.
  - B. Wolfraths Nursery & Landscaping
16. To receive and place on file the request by Ald. Thomas DeWane to discuss, with possible action, whether the homeowner or the City should be responsible for damage in front of 641-643 Welland Avenue.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report. Motion carried with Ald. Moore abstaining on Item #4.

**PROTECTION & WELFARE COMMITTEE REPORT**  
**June 16, 2015**

The Protection & Welfare Committee, having met on Wednesday, June 10, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for one of six available "Class B" Combination Licenses by Leatherhead Brewing Company, LLC at 875 Lombardi Avenue with the approval of the property authorities.
2. To approve the application for a "Class B" Combination License by Live Entertainment, LLC at 420 N. Clay Street with the approval of the proper authorities. (Currently Rumors, LLC)
3. To approve the application for a "Class B" Combination License by Whiskey Bay, LLC at 636 Lime Kiln Road with the approval of the proper authorities. (Currently JE Blacker, Corp.)
4. To approve the application for a "Class B" Combination License by Dora Sandoval at 1906 University Avenue. (Currently Norma Alcazar) Motion to grant failed for lack of majority, tied two-two, no recommendation.
5. To approve the request by Lenny's Tap to hold outdoor events at 431 N. Broadway on June 28, August 2 and 16. The approval of the request is subject to complaint.
6. To approve the request by Green Bay Sportservice, Inc. to hold an outdoor event at 1265 Lombardi Avenue on June 20. The approval of the request is subject to complaint.
7. To approve the renewal application for a "Class B" Combination License by Funky Monkey, LLC at 405 W. Walnut Street (postponed from the May 11 meeting) with the approval of the proper authorities.
8. To deny the renewal application for a "Class B" Combination License by Kathleen Broder at 1332 S. Broadway.
9. To approve the applications for various "Class A" and Class "B" Licenses for the 2015-2016 License Year (see attached).
10. To deny the appeal by Damodhar Shankar to a nuisance property bill at 2257 Imperial Lane.
11. To deny the appeal by Rachel Bartell to the denial of her Operator License application.

12. To postpone until the next meeting the request by Ald. Steuer, considering the Tavern League has spent much money nationally to ensure patrons have a safe ride home, that a placard/sticker be placed in the interior of said patron's vehicle so that tickets or other repercussive measures do not occur.
13. To refer back to the City Attorney's Office the request by Staff to review with possible action the proposed ordinance 27.304(10) relating to prohibiting Drones at Public Events.
14. To adopt the proposed ordinance relating to Mobile Food Establishments (food trucks) (postponed from the May 11 meeting).

"CLASS B" COMBINATION

The Cannery Market, LLC  
 The Cannery Market  
 320 N. Broadway

LS Adams, LLC  
 Cool Hand Luke's  
 1238 State St.

Dawn VanPay  
 The Nest Stop  
 1610 Cass St.

Confetti's, Inc.  
 Iconic Club  
 at 217 E. Walnut St.

Strats, Inc.  
 Cliffhangers (Name to be changed)  
 2850 Humboldt Rd.

Cover 2 Sports Bar & Lounge, LLC  
 Cover 2 Sports Bar & Lounge  
 at 201 N. Washington St.

Green Bay Lodging II, LLC  
 Meadows Conference Center  
 850 Kepler Dr.

Bluebird Entertainment, Inc.  
 Ten O One Club  
 1001 Main St.

East Invest GP, LLC  
 Julie's Cafe  
 1685 Main St.

TREL, LLC  
 East Town Pub  
 2266 Main St.

Fuzzy 63 Bar & Grill, LLC  
 Fuzzy 63 Bar & Grill  
 2511 W. Mason St.

## CLASS "A" BEVERAGE

Mi Tierra Food Market, Inc.  
Mi Tierra Food Market  
at 1333 Cedar St.

Speedway, LLC  
Speedway  
at 1688 E. Mason St.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Items #4, #8 and #14. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #4.

Moved by Ald. Scannell, seconded by Ald. Thomas DeWane to approve the application contingent upon executing a Security Plan and Stipulation. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #8.

Moved by Ald. Scannell, seconded by Ald. Nicholson to refer Item #8 back to the Protection & Welfare Committee. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #14.

Moved by Ald. Zima, seconded by Ald. Moore to refer Item #14 back to Committee.

Moved by Ald. Wery, seconded by Ald. Steuer to suspend the rules to allow interested parties to speak. Motion carried.

Rhona Sitnikau, 1122 S. Jackson Street, a Broadway business owner, stated that the businesses support this.

Bill Meindl, 125 W. Mission Road, stated that the Common Council should support this.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to return to the regular order of business. Motion carried.

Moved by Ald. Zima, seconded by Ald. Nicholson to amend the previous motion by also referring the item to the Advisory Committee. Motion failed.

At this time a vote was taken on the motion to refer Item #14 back to the Protection & Welfare Committee.

*Roll call:* Ayes: Thomas DeWane, Nicholson, Tim DeWane, Moore, Wery, Zima, Sladek. Noes: Wiezbiskie, Nennig, Scannell, Steuer. Motion carried.

### **REPORT OF THE PROTECTION AND WELFARE COMMITTEE GRANTING OPERATOR LICENSES June 16, 2015**

The Protection and Welfare 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**

Alderton, Jeffrey J

Rieder, Anthony J

Alvarado-Ortiz, Christopher L	Roberts, Cynthia I
Benter, Tabetha L	Rogers, James W
Boucher, Kelly L	Rome, Quenten R
Boyea, Carolyn E	Sauer, John N
Brosz, Susan M	Schwartz, Choya R
Brown, Amy R	Silas-Grode, Satiana R
Burns, Mary M	Simons, Alisa R
Bushman, Michael P	Stemple, Andrew J
Cox, Christian C	Theisen, Robert J
Czachor, Tammy C	Valentyn, Lee T
Dorff, Michael P	Valentyn, Michael L
Edinger, Shawn M	Van Boxel, James T
Fish, Kecia M	VanEnkenvort, Beth E
Frostman, Anne L	VanLaanen, Jeremy M
Henderson, Ian W	Vanlerberghe, Stephanie R
Hock, Anthony E	Vazquez, Joshua
Homme, Elizabeth S	Vogt, James R
Hubertz, Collin P	Wanta, Nicole M
Kelly, Jaclyn J	Wettengel, Jason P
Kirkland, Cynthia M	
Koeller, Robin L	
LaFrombois, Mark R	
LeNoble, Bruce B	
Lentz, Eric L	
Llewellyn, Cheri L	
Maroney, April D	
Martinez, Lisa A	
Masuca, Nicole M	
Murphy, April M	
Newman, Kevin E	

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report. Motion carried.

### **RECEIVE & PLACE ON FILE**

Check Reconciliation Register for April, 2015.

Building Permit Report for May, 2015.

Moved by Ald. Zima, seconded by Ald. Scannell to receive the matters and place them on file. Motion carried.

**RESOLUTIONS**

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to suspend the rules for the purpose of adopting the bonding resolutions. Motion carried.

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

**June 16, 2015**

**Resolution No. 8**

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**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$9,525,000 General Obligation Corporate Purpose Bonds, Series 2015B,  
and All Related Details**

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**RECITALS**

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

1. The Issuer needs funds for the following purposes (collectively, the “**Project**”):

<u>Maximum Amount Authorized</u>	<u>Amount Borrowed</u>	<u>Purpose</u>
\$5,540,000	\$5,540,000	street improvements;
1,410,000	1,410,000	sewerage improvements, including, but not limited to, sanitary sewer improvements;
655,000	655,000	parking lots and other parking facilities;
1,020,000	1,020,000	fire engines and other equipment of the fire department;
900,000	900,000	parks and public grounds, including, but not limited to, building and facility improvements, property acquisition for creation and expansion of parks, and improvements to walkways, trails, and bridges.

2. On May 19, 2015, the Governing Body adopted five initial resolutions authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the “**Initial Resolutions**”).

3. On May 19, 2015, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions (the “**Publication Resolution**”).

4. On May 19, 2015, the Governing Body also adopted a resolution authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as “corporate purpose bonds” (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions:

- (i) *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions relating to the Project (the “**Legal Notice**”) was given by publication in the Issuer’s official newspaper on May 22, 2015 in the manner and form directed by the Publication Resolution.
- (ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$9,525,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2015B (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. The Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of any Initial Resolution 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.

7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of Bank of America Merrill Lynch, or a group that it represents (the “**Purchaser**”), to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$9,529,896.25 for the entire issue of Obligations (the “**Purchase Price**”), plus any accrued interest, and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$ 75,000	3.000%	2026	\$515,000	3.000%
2017	105,000	3.000	2027	530,000	3.000
2018	230,000	3.000	2028	540,000	3.000
2019	410,000	3.000	2029	560,000	3.125
2020	425,000	3.000	2030	580,000	3.250
2021	440,000	3.000	2031	605,000	3.375
2022	455,000	3.000	2032	620,000	3.375
2023	465,000	3.000	2033	645,000	3.500
2024	480,000	3.000	2034	660,000	3.500
2025	495,000	3.000	2035	690,000	4.000

9. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

## **RESOLUTIONS**

The Governing Body resolves as follows:

### **Section 1. Definitions.**

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

**"Book-Entry System"** means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning set forth in Section 17 hereof.

**“Depository”** means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

**“DTC”** means The Depository Trust Company.

**“Financial Officer”** means the Treasurer.

**“Fiscal Agent”** means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** has the meaning set forth in the recitals to this resolution.

**“Initial Resolutions”** has the meaning set forth in the recitals to this resolution.

**“Issuer”** means the City of Green Bay, Wisconsin.

**“Legal Notice”** has the meaning set forth in the recitals to this resolution.

**“Municipal Officers”** means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Notice of Sale”** has the meaning set forth in the recitals to this resolution.

**“Obligations”** means the \$9,525,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2015B, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 8, 2015.

**“Project”** has the meaning set forth in the recitals to this resolution.

**“Purchase Price”** means \$9,529,896.25.

**“Purchaser”** has the meaning set forth in the recitals to this resolution.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the 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 any Initial Resolution on 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 \$9,525,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

## **Section 5. Terms of Obligations.**

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2015B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each

Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2016, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Principal</u> <u>Maturity Date</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u> <u>Maturity Date</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2016	\$ 75,000	3.000%	2026	\$515,000	3.000%
2017	105,000	3.000	2027	530,000	3.000
2018	230,000	3.000	2028	540,000	3.000
2019	410,000	3.000	2029	560,000	3.125
2020	425,000	3.000	2030	580,000	3.250
2021	440,000	3.000	2031	605,000	3.375
2022	455,000	3.000	2032	620,000	3.375
2023	465,000	3.000	2033	645,000	3.500
2024	480,000	3.000	2034	660,000	3.500
2025	495,000	3.000	2035	690,000	4.000

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 charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

### **Section 7. Appointment of Depository.**

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

### **Section 8. Book-Entry System.**

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

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

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

### **Section 9. Redemption.**

The Obligations maturing on or after April 1, 2026 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, 2025 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.

### **Section 10. Manner of Payment/Transfers/Under Book-Entry System.**

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

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

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

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

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

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

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

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

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

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or

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

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

*Partial Redemptions.* If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than 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 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 redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

## **Section 12. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

## **Section 13. Execution of Obligations.**

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

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

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

#### **Section 14. Continuing Disclosure.**

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

#### **Section 15. Sale of Obligations.**

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.

- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

**Section 16. General Obligation Pledge; Tax Levy.**

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

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2015	\$450,325.03	2025	\$705,793.76
2016	407,093.76	2026	705,118.76
2017	527,068.76	2027	699,068.76
2018	697,468.76	2028	702,218.76
2019	699,943.76	2029	704,043.76
2020	701,968.76	2030	709,409.39
2021	703,543.76	2031	703,737.51
2022	699,743.76	2032	706,987.50
2023	700,568.76	2033	699,150.00
2024	700,943.76	2034	703,800.00

**Section 17. Debt Service Fund Account.**

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (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, must be (i) used to pay the costs of the Project and issuing the Obligations or (ii) be transferred to the Debt Service Fund Account as provided by law.

### **Section 19. Official Statement.**

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

### **Section 20. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. 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.

*[Signature Page Follows]*

**Section 26. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: June 16, 2015  
Approved: June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
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 2015B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 8, 2015	392641 ____

REGISTERED OWNER: CEDE & CO.  
PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2016, 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 \$9,525,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on May 19, 2015, for the following purposes: street improvements; sewerage improvements, including, but not limited to, sanitary sewer improvements; parking lots and other parking facilities; fire engines and other equipment of the fire department; parks and public grounds, including, but not limited to, building and facility improvements, property acquisition for creation and expansion of parks, and improvements to walkways, trails, and bridges, and (2) the resolution duly adopted by the governing body of the Issuer on June 16, 2015, entitled: “A Resolution Authorizing

and Providing for the Sale and Issuance of \$9,525,000 General Obligation Corporate Purpose Bonds, Series 2015B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15<sup>th</sup> 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 any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2026 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, 2025 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

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

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

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

*Partial Redemption.* If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If 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 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 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 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 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 redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 8, 2015.

CITY OF GREEN BAY, WISCONSIN

By:

\_\_\_\_\_

Mayor

And:

\_\_\_\_\_

Clerk

[SEAL]

Certificate of Authentication

Dated: July \_\_\_\_, 2015

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

[Empty rectangular box for Social Security or other identifying number]

\_\_\_\_\_  
\_\_\_\_\_

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

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

On June 16, 2015, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the principal amount of \$9,525,000. It is anticipated that the closing of this bond financing will be held on or about July 8, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: June \_\_\_\_\_, 2015

/s/ Kris A. Teske  
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

June 16, 2015

Resolution No. 9

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**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$7,410,000 Taxable General Obligation Community Development Bonds, Series  
2015C,  
and All Related Details**

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**RECITALS**

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

1. The Issuer needs funds to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects, including, but not limited to, (i) a developer grant, the purchase of property, environmental remediation, and site preparation to provide for the construction of the Schreiber Foods corporate offices within the City’s Tax Incremental District No. 13, and (ii) a developer grant to Broadway Automotive to provide for expansion and improvements to its property in the City’s Tax Incremental District No. 16. (collectively, the “**Project**”).
2. On May 19, 2015, the Governing Body adopted an initial resolution authorizing the issuance of taxable general obligation community development bonds, of the Issuer in the maximum principal amount of \$7,410,000 and for the purpose described above (the “**Initial Resolution**”).
3. On May 19, 2015, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolution (the “**Publication Resolution**”).
4. On May 19, 2015, the Governing Body also adopted a resolution authorizing the amount and purpose specified in the Initial Resolution to be designated as “taxable general obligation community development bonds” (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions:

(i) *Notice of the adoption of the Initial Resolution.* Notice of the adoption of the Initial Resolution relating to the Project (the “**Legal Notice**”) was given by publication in the Issuer’s official newspaper on May 22, 2015 in the manner and form directed by the Publication Resolution.

(ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$7,410,000 City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2015C (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. 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 the issuance of the Obligations has been filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolution was adopted.
7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of Piper Jaffray, or a group that it represents (the “**Purchaser**”), to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$7,441,371.15 for the entire issue of Obligations (the “**Purchase Price**”), plus any accrued interest, and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$210,000	3.00%	2025	\$ 355,000	3.10%
2017	275,000	3.00	2026	365,000	3.25
2018	290,000	3.00	2027	375,000	3.50
2019	295,000	3.00	2028	390,000	3.75
2020	300,000	3.00	2029	405,000	3.85
2021	315,000	3.00	2030	425,000	3.95
2022	325,000	3.00	2031	445,000	4.05
2023	340,000	3.00	2032	460,000	4.10
2024	345,000	3.00	2035	1,495,000	4.20

9. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

## **RESOLUTIONS**

The Governing Body resolves as follows:

### **Section 1. Definitions.**

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

**"Book-Entry System"** means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

**“Debt Service Fund”** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning set forth in Section 16 hereof.

**“Depository”** means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

**“DTC”** means The Depository Trust Company.

**“Financial Officer”** means the Treasurer.

**“Fiscal Agent”** means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** has the meaning set forth in the recitals to this resolution.

**“Initial Resolution”** has the meaning set forth in the recitals to this resolution.

**“Issuer”** means the City of Green Bay, Wisconsin.

**“Legal Notice”** has the meaning set forth in the recitals to this resolution.

**“Municipal Officers”** means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Notice of Sale”** has the meaning set forth in the recitals to this resolution.

**“Obligations”** means the \$7,410,000 City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2015C, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 8, 2015.

**“Project”** has the meaning set forth in the recitals to this resolution.

**“Purchase Price”** means \$7,441,371.15.

**“Purchaser”** has the meaning set forth in the recitals to this resolution.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Term Bonds**” means the Obligations maturing on April 1, 2035.

“**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; *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 on the issuance of the Obligations has been filed with the Issuer’s Clerk within 30 days after the date on which the Initial Resolution was adopted. The Obligations will be fully registered, negotiable, taxable general obligation community development bonds of the Issuer in the principal amount of \$7,410,000. 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 Resolution to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

## **Section 4. Terms of Obligations.**

The Obligations will be named “City of Green Bay, Wisconsin Taxable General Obligation Community Development Bonds, Series 2015C.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2016, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate	Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2016	\$210,000	3.00%	2025	\$ 355,000	3.10%
2017	275,000	3.00	2026	365,000	3.25
2018	290,000	3.00	2027	375,000	3.50
2019	295,000	3.00	2028	390,000	3.75
2020	300,000	3.00	2029	405,000	3.85
2021	315,000	3.00	2030	425,000	3.95
2022	325,000	3.00	2031	445,000	4.05
2023	340,000	3.00	2032	460,000	4.10
2024	345,000	3.00	2035	1,495,000	4.20

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

#### **Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

#### **Section 6. Appointment of Depository.**

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

## **Section 7. Book-Entry System.**

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

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

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

## **Section 8. Redemption.**

The Obligations maturing on or after April 1, 2026 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, 2025 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.

The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity date 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 immediate preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 2035

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
2033	\$475,000
2034	495,000
2035 (Stated Maturity)	525,000

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 accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.

**Section 9. Manner of Payment/Transfers/Under Book-Entry System.**

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

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

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

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

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

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

**Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.**

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

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

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

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

*Partial Redemptions.* If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If 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 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 redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

### **Section 11. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

### **Section 12. Execution of Obligations.**

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

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

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

### **Section 13. Continuing Disclosure.**

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

### **Section 14. Sale of Obligations.**

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

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

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

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (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 the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2015	\$531,126.00	2025	\$530,733.75
2016	528,095.00	2026	528,240.00
2017	534,620.00	2027	529,365.00
2018	530,845.00	2028	529,256.25
2019	526,920.00	2029	533,066.25
2020	532,695.00	2030	535,661.25
2021	533,095.00	2031	532,220.00
2022	538,120.00	2032	527,815.00
2023	532,845.00	2033	527,445.00
2024	532,167.50	2034	536,025.00

### **Section 16. Debt Service Fund Account.**

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (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, must be (i) used to pay the costs of the Project and issuing the Obligations or (ii) be transferred to the Debt Service Fund Account as provided by law.

### **Section 18. Official Statement.**

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to

deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

**Section 19. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. 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. 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 22. 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 23. 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 24. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: June 16, 2015

Approved: June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
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  
\$ \_\_\_\_\_

TAXABLE GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2015C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 8, 2015	392641 ____

REGISTERED OWNER: CEDE & Co.  
PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2016, 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 \$7,410,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on May 19, 2015, for the purposes of providing financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects, including, but not limited to, (i) a developer grant, the purchase of property, environmental remediation, and site preparation to provide for the construction of the Schreiber Foods corporate offices within the City’s Tax Incremental District No. 13, and (ii) a developer grant to Broadway Automotive to provide for expansion and improvements to its property in the City’s Tax Incremental District No. 16., and (2) the resolution duly adopted by the governing body of the Issuer on June 16, 2015, entitled:

“A Resolution Authorizing and Providing for the Sale and Issuance of \$7,410,000 Taxable General Obligation Community Development Bonds, Series 2015C, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15<sup>th</sup> 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 any Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2026 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, 2025 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, 2035 (the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity date, 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 immediate preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 2035

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
2033	\$475,000
2034	495,000
2035 (Stated Maturity)	525,000

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 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 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 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 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 redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 8, 2015.

CITY OF GREEN BAY, WISCONSIN

By:

\_\_\_\_\_  
Mayor

[SEAL]

And:

\_\_\_\_\_  
Clerk

Certificate of Authentication

Dated: July \_\_\_\_, 2015

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

[Empty rectangular box for social security or identifying number]

\_\_\_\_\_  
(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 TAXABLE BOND SALE

On June 16, 2015, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation community development bonds in the principal amount of \$7,410,000. It is anticipated that the closing of this bond financing will be held on or about July 8, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: June \_\_\_\_, 2015

/s/ Kris A. Teske  
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

June 16, 2015

Resolution No. 10

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**A Resolution Authorizing and Providing for the Sale and Issuance of  
\$995,000 General Obligation Promissory Notes, Series 2015D,  
and All Related Details**

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**RECITALS**

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

1. The Issuer needs funds to finance system upgrades and building improvements to City Hall, and the purchase of equipment for the public works department (collectively, the “**Project**”).
2. On May 19, 2015, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes, of the Issuer in the principal amount of approximately \$995,000 for the purposes of the Project (the “**Initial Resolution**”).
3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the \$995,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2015D (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of Hutchinson, Shockey, Erley & Co., or a group that it represents (the “**Purchaser**”), to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$1,005,766.45 for the entire issue of Obligations (the “**Purchase Price**”), plus any accrued interest, and

specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2016	\$530,000	2.00%
2017	295,000	2.00
2018	170,000	2.00

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

## **RESOLUTIONS**

The Governing Body resolves as follows:

### **Section 1. Definitions.**

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

**"Book-Entry System"** means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

**"Debt Service Fund"** means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

**“Debt Service Fund Account”** has the meaning set forth in Section 16 hereof.

**“Depository”** means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

**“DTC”** means The Depository Trust Company.

**“Financial Officer”** means the Treasurer.

**“Fiscal Agent”** means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

**“Governing Body”** has the meaning set forth in the recitals to this resolution.

**“Initial Resolution”** has the meaning set forth in the recitals to this resolution.

**“Issuer”** means the City of Green Bay, Wisconsin.

**“Municipal Officers”** means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

**“Notice of Sale”** has the meaning set forth in the recitals to this resolution.

**“Obligations”** means the \$995,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2015D, which will be issued pursuant to this resolution.

**“Original Issue Date”** means July 8, 2015.

**“Project”** has the meaning set forth in the recitals to this resolution.

**“Purchase Price”** means \$1,005,766.45.

**“Purchaser”** has the meaning set forth in the recitals to this resolution.

**“Record Date”** means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

**“Recording Officer”** means the Issuer’s Clerk.

**“Register”** means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the 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 \$995,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

**Terms of Obligations.**

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2015D.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2016, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date <u>(April 1)</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
2016	\$530,000	2.00%
2017	295,000	2.00
2018	170,000	2.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

#### **Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

#### **Section 6. Appointment of Depository.**

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

#### **Section 7. Book-Entry System.**

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

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

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

**Section 8. Redemption.**

The Obligations are not subject to redemption before their stated maturity dates.

**Section 9. Manner of Payment/Transfers/Under Book-Entry System.**

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

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

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

**Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.**

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

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

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the

Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

### **Section 11. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

### **Section 12. Execution of Obligations.**

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

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

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

### **Section 13. Continuing Disclosure.**

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

### **Section 14. Sale of Obligations.**

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the

Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the “**Purchase Agreement**”). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer’s name and (ii) to take any additional actions needed to effect the closing for the Obligations.

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

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

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

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

#### **Section 15. General Obligation Pledge; Tax Levy.**

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

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2015	\$549,188.06
2016	301,350.00
2017	171,700.00

**Section 16. Debt Service Fund Account.**

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (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, must be (i) used to pay the costs of the Project and issuing the Obligations or (ii) be transferred to the Debt Service Fund Account as provided by law.

**Section 18. Official Statement.**

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

**Section 19. Publication of Notice.**

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

**Section 20. Authorization of Officers.**

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

**Section 21. Tax Law Covenants.**

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

**Section 22. Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

**Section 23. Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

**Section 24. Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

**Section 25. Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

\* \* \* \* \*

Adopted: June 16, 2015

Approved: June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

**EXHIBIT A**

**FORM OF OBLIGATION**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN  
CITY OF GREEN BAY

No. R-\_\_\_\_ Registered  
\$ \_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2015D

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	July 8, 2015	392641 ____

REGISTERED OWNER: CEDE & Co.  
PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2016, 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 \$995,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on May 19, 2015, and (2) the resolution duly adopted by the governing body of the Issuer on June 16, 2015, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$995,000 General Obligation Promissory Notes, Series 2015D, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are

registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15<sup>th</sup> 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 any 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 are not subject to redemption before their stated maturity dates.

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.

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 Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 8, 2015.

CITY OF GREEN BAY, WISCONSIN

By:

\_\_\_\_\_  
Mayor

And:

\_\_\_\_\_  
Clerk

[SEAL]

Certificate of Authentication

Dated: July \_\_\_\_, 2015

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

[Empty rectangular box for social security or identifying number]

\_\_\_\_\_  
(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent . Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

**EXHIBIT B**

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

On June 16, 2015, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$995,000. It is anticipated that the closing of this note financing will be held on or about July 8, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: June \_\_\_\_\_, 2015

/s/ Kris A. Teske  
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

Moved by Ald. Moore, seconded by Ald. Wery to adopt the remaining resolutions, with the exception of the vacation resolution, with one roll call vote. Motion carried.

**RESOLUTION APPROVING  
AIR RIGHTS EASEMENT  
AT 211 E WALNUT STREET  
RIGHT-OF WAY  
June 16, 2015**

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

To approve the request by DigiCopy for an amendment to the existing Air Rights Easement to allow a flag mounted sign at 211 E. Walnut Street.

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING  
PERMANENT LIMITED EASEMENTS (PLEs) AND  
TEMPORARY LIMITED EASEMENTS (TLEs)  
FROM FRANZ AVENUE TO  
BAIRDS CREEK  
June 16, 2015**

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

To approve the following Permanent Limited Easements (PLE) and Temporary Limited Easements (TLE):

**SEWER EASEMENT FROM FRANZ AVENUE TO BAIRDS CREEK**

Ruben Mosqueda.                                 \$250.00             P.L.E. & T.L.E.  
Parcel Number 2 (21-1993)

Tedford Enterprises, LLC                     \$250.00             T.L.E.  
Parcel Number 4 (19-290)

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING  
HOLD HARMLESS AGREEMENT  
BILL WIDMER, 126 PINE STREET  
TEMPORARY RACK FOR MERCHANDISE  
June 16, 2015**

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

To approve the request by Bill Widmer, 126 Pine Street, Suite 101, to install a

temporary rack for merchandise sale/rental in the right-of-way of Pine Street contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING  
HOLD HARMLESS AGREEMENT  
OAK GROVE NEIGHBORHOOD ASSOCIATION  
SCULPTURE ON PARCEL 21-1281  
June 16, 2015**

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

To approve the request by Oak Grove Neighborhood Association to place sculpture on Parcel 21-1281 near neighborhood association sign, and amend the existing Hold Harmless Agreement for the neighborhood association sign to include the sculpture.

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING  
HOLD HARMLESS AGREEMENT  
GB METREAU LLC, 115 E WALNUT STREET  
TO INSTALL TEMPORARY ELECTRIC SERVICE  
June 16, 2015**

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

To approve the request by GB Metreau, LLC to allow their contractor to install temporary electric service to the property at 115 E Walnut Street across City property and right-of-way contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
City Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION VACATING A PORTION OF  
UNIMPROVED RIGHT-OF-WAY BETWEEN  
EAST CONSERVANCY COURT AND  
WEST CONSERVANCY COURT  
(SV 15-01)**

**June 16, 2015**

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to all vacated land being attached to the parcel lying northerly of and adjacent to the north line of Conservancy Court.

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

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

**LEGAL DESCRIPTION  
VACATION OF A PORTION OF  
UNIMPROVED RIGHT-OF-WAY  
BETWEEN EAST CONSERVANCY COURT  
AND WEST CONSERVANCY COURT  
(SV 15-01)**

That part of the Conservancy Court right-of-way described in Brown County Document Number 800120 as recorded in Volume 1093 of Records, Page 176, being part of the southwest  $\frac{1}{4}$ , southwest  $\frac{1}{4}$ , Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of Lot 4, of the recorded plat of South Branch Estates;

thence S78°-53'-21"E, 185.17 feet, along the north line of said Lot 4, to the northeast corner of said Lot 4;

thence northeasterly along the arc of a 55.00 foot radius curve to the right, 83.28 feet, said curve having a chord which bears N36°-05'-01"E, 75.55 feet, to the south line of Lot 5, South Branch Estates (also being the north right-of-way line of Conservancy Court);

thence northwesterly along said north right-of-way line of Conservancy Court, along the arc of a 95.00 foot radius curve to the left, 17.02 feet, said curve having a chord which bears N73°-45'-27"W, 16.99 feet;

thence continuing along the north line of Conservancy Court, N78°-53'-21"W, 200.14 feet;

thence S11°-06'-39"W, 70.00 feet, to the point of beginning.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**RESOLUTION REGARDING VACATION OF  
AN UNIMPROVED ALLEY LOCATED BETWEEN  
NORTH VAN BUREN STREET, KLAUS STREET,**

**NORTH WEBSTER AVENUE, AND BERNER STREET  
(AV 15-02)**

**June 16, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of an unimproved alley located between North Van Buren Street, Klaus Street, North Webster Avenue, and Berner Street, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid unimproved alley be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to ownership and maintenance of an existing storm sewer located within the vacated unimproved alley becoming the responsibility of the adjacent property owners.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the unimproved alley located between North Van Buren Street, Klaus Street, North Webster Avenue, and Berner Street be abandoned, vacated, and discontinued by the City of Green Bay, subject to the above-referenced condition, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on August 18, 2015, at 7:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the unimproved alley sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

**DESCRIPTION OF THE ALLEY BETWEEN BERNER STREET AND KLAUS STREET  
FROM N VAN BUREN STREET AND WEBSTER AVENUE TO BE VACATED**

The public Alley lying southerly of Lots 1 through 6, and northerly of Lots 7 through 12, all in Block 58, Eastman's Addition, City of Green Bay, Brown County, Wisconsin described as follows:

Beginning at the southwest corner of Lot 1, Block 58, Eastman's Addition;  
thence S63°-32'-56"E, 329.95 feet, along the south line of said Lots 1 through 6, to the southeast corner of said Lot 6;  
thence S26°-27'-14"E, 12.00 feet to the northeast corner of said Lot 7;  
thence N63°-32'-56"W, 329.95 feet, along the north line of said Lots 7 through 12, to the northwest corner of said Lot 12;  
thence N26°-26'-09"E, 12.00 feet, to the point of beginning.

Subject to the following conditions:

<u>Parcels affected</u>	<u>Owners name &amp; mailing address</u>
20-148, 20-149, 20-150, 20-151, 20-152, 20-153, and 20-142.	Wisconsin Public Service Corporation P.O. Box 19001 Green Bay, WI, 54307-9001
20-144	Van Laanen Properties, LLC 3721 Nicolet Drive Green Bay. WI 54311

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

GREEN BAY, WISCONSIN

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:  
THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED  
RECONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS  
NOTICE AS PER THE ATTACHED SCHEDULE:

NAME	LOCATION	LINEAR FEET	CREDIT
City Wide Sidewalk Repairs SBClient (0) AND RC (11309)			
16-1	PORLIER ST	35.0000	0.0000

WISCONSIN DEPT OF NATURAL RESOURCES  
PO BOX 7921  
MADISON WI 53707-7921

PLAT OF ASTOR LOTS 1 THRU 8 BLK 61 EX 265-D-373 & ALL  
OF BLK 63 EX THAT PART OF LOTS 1 & 2 LYG ELY OF A LINE  
25 FT ELY OF & PARA TO THE C/L MAIN TRACK & PRT OF  
LOTS 6 THUR 14 BLK 64 & PRT OF LOTS 16 THRU 23 BLK 160  
& PRT OF LOTS 9 THRU 15 BLK

Adopted June 16, 2015

Approved June 17, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the resolution.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

### **ORDINANCES - FIRST READING**

### **GENERAL ORDINANCE NO. 12-15**

### **AN ORDINANCE**

**CREATING SECTION 6.39,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO MOBILE FOOD ESTABLISHMENTS**

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

**SECTION 1.** Section 6.39, Mobile Food Establishments, Green Bay Municipal Code, is hereby created as follows:

**6.39 MOBILE FOOD ESTABLISHMENTS.**

(1) DEFINITIONS.

- (a) “Mobile Food Establishment” means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the Wisconsin Food Code.
- (b) “Mobile” shall mean the state of being in active, but not necessarily continuous, movement.
- (c) “Mobile Food Vendor” means the registered owner of a mobile food establishment or the owner’s agent or employee, or any business which sells edible goods from a mobile food establishment within the City of Green Bay.
- (d) “Edible Goods” shall include but are not limited to:
  - 1. Pre-packaged and prepared food including, but not limited to, ice cream, hot dogs, deserts, and pizza.
  - 2. On-site prepared food including, but not limited to, shaved ice, sandwiches, and tacos.
- (e) “Sell” shall mean the act of exchanging a good for profit or in return for a donation.
- (f) “Service Base” means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

- (g) "Vehicle" shall mean any motor vehicle as defined by Wis. Stats. §340.01(35) or trailer as defined by Wis. Stats. §340.01(71). Vehicle shall also include any bicycle or other self-propelled device.
- (h) "Vend" shall mean to sell or to transfer the ownership of an article to another for a price in money.

(2) LICENSE REQUIRED.

- (a) No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of Green Bay without having obtained an approved license from the City Clerk.
- (b) All mobile food establishments used for vending food shall be licensed for such use by the Brown County Health Department and all other applicable agencies. Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subchapter if deemed necessary by the Brown County Health Department.
- (c) LICENSE. Every mobile food vendor shall have a license issued by the City Clerk to conduct business in the City of Green Bay. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- (d) LICENSE FEE. The license to operate a mobile food establishment shall be \$500.00. If an applicant requests a license under this subchapter from an existing City of Green Bay based business that sells food based products, the license fee shall be \$300.00.
- (e) LICENSE RENEWAL. Upon renewal of license, each applicant must provide a new application, a renewal fee of \$500.00, and any new permitting documentation upon the license renewal. License renewal from an existing City of Green Bay based businesses shall be \$300.00. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- (f) TRANSFER OF LICENSE. A license issued under this subchapter shall not be transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
- (g) CONTINUED USE. A license which has been granted but not in continuous use in a manner indicating an ongoing business for a period of 90 days is presumed invalid and shall be subject to revocation unless authorized by the Common Council.

(h) SURRENDER OF LICENSE; ALTERATION OF LICENSE; FAILURE TO DISPLAY LICENSE. On the expiration of a license issued under this subchapter, the license holder shall surrender the license to the City Clerk. No person shall alter or change in any manner any license issued under the provisions of this subchapter, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

### (3) LICENSE APPLICATION PROCESS.

(a) APPLICATION. Any person desiring to operate a mobile food establishment shall apply for a license on a form promulgated by the City Clerk and pay the proper license fee for each mobile food establishment managed by the person. The Clerk shall forward the application to the police department for review. If the police department approves the application, the Clerk shall issue the license to the applicant.

(b) APPLICATION DENIAL. An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under 18 years old.
5. The applicant is found to have unpaid civil judgment(s) which relates to the duties and responsibilities of the permitted occupation which shall be determined by the nature and the amount of the judgment, the relationship of the judgment to the purpose of the permit and the extent that the permit would allow someone to engage in further activity that would lead to unsatisfied civil judgments.

(c) APPEAL. If the police department denies an application for a license, the applicant may appeal within 15 days after the Clerk mails a notice of denial to the applicant. If the applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Protection and Welfare Committee.

(d) HEARING BEFORE COMMITTEE. The Committee may approve any application placed on its agenda only if the applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse or modify the committee decision.

(e) ISSUANCE. The Clerk shall issue the mobile food establishment license if the applicant has completed the application requirements and has been approved by the police department.

(4) LICENSE SUSPENSION OR REVOCATION. The Common Council may revoke or suspend, no less than 10 and not more than 90 days, any license under this subchapter for violation by any vendor or the vendor's employee or agent of any provision of this chapter or any State law or City ordinance which renders future vending contrary to the public health, safety or welfare, or for fraud or misrepresentation in solicitation under this chapter.

(5) INSURANCE.

(a) LIABILITY INSURANCE. The license holder under this subchapter shall have in force liability insurance for each mobile food establishment.

(b) PROOF OF INSURANCE. As evidence of liability insurance, the licensee shall furnish a certificate of insurance, on a form acceptable to the City, evidencing the existence of adequate liability insurance naming the City of Green Bay, its employees and agents as additionally insured in an amount not less than \$1,000,000.00. Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the City of Green Bay by certified mail.

(6) SANITATION REQUIREMENTS.

(a) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and the Brown County Health Department including, but not limited to, the time, temperature, plumbing, operation and maintenance for mobile food establishments.

(b) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and Brown County Health Department regarding preparation facilities, serving areas and operation areas.

(c) The licensees of the mobile food establishment or employee(s) thereof shall abide by the request of the Brown County Health Department for annual inspections of the establishment at a location designated by the health department.

(d) Authorities of the Brown County Health Department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.

(e) Service Base Required.

1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the Brown County Health Department.
2. Any food item desired to be cooked or prepared on the mobile food establishment shall first be inspected by the Brown County Health Department.
3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
4. The service base shall be inspected and approved by the Brown County Health Department prior to operating the mobile food establishment.
5. All mobile food establishments shall return to its service base at least once every 24 hours for service and maintenance.

## (7) CONDUCT OF BUSINESS.

(a) REGULATIONS GENERALLY. The following regulations shall apply to mobile food establishments during the regular order of business:

1. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.
2. A licensee shall not use the license provided by the City after expiration or revocation of the license.
3. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
4. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the City of Green Bay between the hours

of 6:00 a.m. and 9:00 p.m. All sales within the portion of the downtown district of Green Bay, as defined and displayed in Exhibit A under this subchapter, shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.

5. No mobile food establishment shall conduct business at a stationary location for a duration exceeding 4 hours per location per day.
6. All persons conducting business on a sidewalk or terrace must maintain within 25 feet of their sales location a clean and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum 30-gallon container for placement of such litter by customers or other persons.
7. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subchapter.
8. No person may sell or vend any item upon any premise(s) if there is placed signage prohibiting the activity.
9. All business activity relating to the mobile food establishments in the public right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.
10. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.
11. No person shall provide or allow any dining area to the mobile food establishment, including, but not limited to, tables and chairs, booths, stools, benches or stand up counters.
12. Signage may only be permitted when placed on the mobile food establishment. No separate free-standing signs are permitted.
13. Any special or civic event organizer desiring to hold 5 or more mobile food establishments on the property where the event will be held shall notify the Brown County Health Department at least 7 business days prior to the event.

(b) VEHICLE REGULATIONS.

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.
2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with Chapter 27, Subchapter II, Green Bay Municipal Code.
3. All mobile food establishments shall be entirely self-contained in regards to gas, water, electricity, and equipment(s) required for operation of the unit.
4. All mobile food vehicles must have valid license plates and registration as provided by Chapter 341 of the Wisconsin Statutes.
5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales. Meter bags will not be issued to license holders under this subchapter.
6. No flashing or blinking lights or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the City of Green Bay Traffic Engineer and shall be removed if deemed to be in conflict with safe travel.
7. No mobile food establishment shall exceed 36 feet in length and 8 feet in width. Excluding canopies, umbrellas, or transparent enclosures, no mobile food vehicle or unit shall exceed 10 feet in height.

(c) ZONING RESTRICTIONS.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park, playground, school, library or other public premises.
2. No mobile food establishment or pedestrian desiring to conduct business at the mobile food establishment shall obstruct an adjacent path or lane of travel. A path or lane of travel includes, but is not limited to, sidewalks, motor vehicle lanes, bicycle lanes and other designated parking areas.
3. No more than 2 mobile food establishments shall be allowed to conduct business on private property.

4. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times. The mobile food vendor shall comply if asked to leave the private property by the property owner or a city official.
5. No mobile food establishment shall conduct business within 500 feet of any fair, festival, special event or civic event that is licensed or sanctioned by the City of Green Bay unless the licensee has obtained written permission from the event sponsor.
6. A mobile food establishment shall be located on a paved surface at all times unless it is part of a City sanctioned special event.
7. No person may conduct business on a sidewalk in any of the following places:
  - a. Within 20 feet of the intersection of the sidewalk with any other sidewalk.
  - b. Within 10 feet of the extension of any building entrance or doorway to the curb line.
  - c. Within 150 feet of a public entrance of any business which sells a food product during the hours the particular business is open for sale, unless written permission is granted by the business.
8. A mobile food establishment may be permitted in all zoning districts except within any residential zoning district. The subsection shall not apply to ice-cream trucks.

(d) EXEMPTIONS.

1. Upon application and approval from the Protection and Welfare Committee, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A from 6:00 a.m. to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district.
2. Upon application and approval from the Protection and Welfare Committee, the owner of private property may allow more than 2 mobile food establishments to conduct business on said property during the normal hours of operation.
3. For event purposes, a mobile food establishment may conduct business on publicly-owned property after the approval from the Parks Department

and the Department of Public Works or participates in a City sanctioned special event.

(8) PENALTIES. A licensee or vendor who violates any provision of this subchapter or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.

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

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to refer the ordinance back to the Protection & Welfare Committee. Motion carried.

**GENERAL ORDINANCE NO. 13-15**

**AN ORDINANCE  
AMENDING SECTION 13-902, TABLE 9-1,  
GREEN BAY MUNICIPAL CODE,  
TO PERMIT AN INDOOR RECREATIONAL FACILITY  
WITHIN THE GENERAL INDUSTRIAL (GI) DISTRICT  
(TA 15-03)**

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

**SECTION 1.** Section 13-902, Table 9-1, Green Bay Municipal Code, is amended as follows:

**Table 9-1. Principal Uses in the Industrial Districts**

Use	LI	GI	BP	Dev. Stds.
<i>Commercial Recreation and Entertainment</i>				
Adult entertainment	C	C	-	x
Health clubs, fitness centers	P	-	P	x
Indoor recreational facility	P	<u>P</u>		
Marina	C	C	-	
Outdoor commercial recreation area	-	-	C	x

**Note: P = Permitted Use; C = Conditional Use**

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

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.  
 Moved by Ald. Moore, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

**MISCELLANEOUS ORDINANCE NO. 2-15**

**AN ORDINANCE  
ADOPTING AN AMENDMENT TO THE SMART**

**GROWTH 2022 COMPREHENSIVE PLAN OF THE  
CITY OF GREEN BAY PERTAINING TO PROPERTY GENERALLY  
LOCATED IN THE 500 BLOCK OF NORTH HENRY STREET, ACME STREET AND  
LAWRENCE STREET, SOUTH OF UNIVERSITY AVENUE, FROM LOW DENSITY  
HOUSING, MEDIUM/HIGH DENSITY HOUSING, COMMERCIAL AND LIGHT  
INDUSTRY TO GENERAL INDUSTRY (Figure 22-5)  
(CPA 15-01)**

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 15-01; and

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

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

**SECTION 1.** The Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community.

**SECTION 2.** The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 15-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

**SECTION 3.** This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.  
Moved by Ald. Moore, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

**ZONING ORDINANCE NO. 4-15**

**AN ORDINANCE  
REZONING PARCEL NUMBER 21-486,  
LOCATED EAST OF 1902 NORTH IRWIN AVENUE,  
FROM GENERAL INDUSTRIAL (GI) DISTRICT  
TO GENERAL COMMERCIAL (C1) DISTRICT  
(ZP 15-12A)**

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

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Industrial (GI) District to General Commercial (C1) District:

Parcel No. 21-486: That part of Lots 19 – 23, Block 97, Businessmens Assoc. Add. lying southerly of Hwy. I-43 right-of-way and northerly of Radisson Street right-of-way

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

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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Mayor

ATTEST:

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Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.  
Moved by Ald. Moore, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

**ORDINANCES - THIRD READING**

**GENERAL ORDINANCE NO. 11-15**

**AN ORDINANCE  
AMENDING SECTION 29.208,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO PARKING REGULATIONS**

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

**SECTION 1.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING 6:00 PM – 2:00 AM zone:

NEWHALL STREET, both sides, from Main Street to Proper Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zone:

ST. ANTHONY DRIVE, north side, from a point 247 feet east of Mount Mary Drive to a point 1162 feet east of Mount Mary Drive

**SECTION 3.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zones:

ST. ANTHONY DRIVE, north side, from a point 247 feet east of Mount Mary Drive to a point 790 feet east of Mount Mary Drive

ST. ANTHONY DRIVE, north side, from a point 925 feet east of Mount Mary Drive to a point 1162 feet east of Mount Mary Drive

**SECTION 4.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zone:

ST. ANTHONY DRIVE, north side, from a point 790 feet east of Mount Mary Drive to a point 925 feet east of Mount Mary Drive

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

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

Dated at Green Bay, Wisconsin this 16th day of June, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wery, seconded by Ald. Scannell to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

**MISCELLANEOUS ORDINANCE NO. 1-15**

**AN ORDINANCE  
ADOPTING AN AMENDMENT TO THE  
SMART GROWTH 2022 COMPREHENSIVE PLAN  
OF THE CITY OF GREEN BAY PERTAINING  
TO PROPERTY GENERALLY LOCATED IN THE  
1580 BLOCKS OF EAST MASON STREET AND  
KIMBALL STREET, AS WELL AS THE  
500 BLOCK OF BELLEVUE STREET  
(CPA 15-02)**

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 15-02; and

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

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

**SECTION 1.** The Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community.

**SECTION 2.** The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 15-02 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

**SECTION 3.** This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this 16th day of June\_\_, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the ordinance.  
*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: None. Motion carried.

### **COMMITTEE OF THE WHOLE**

Moved by Ald. Thomas DeWane, seconded by Steuer to meet as a Committee of the Whole for the purpose of acting on the Report of the Purchasing Manager. Motion carried.

#### **Report of the Purchasing Manager:**

- a. Request approval to purchase a Medstat 500 Special Event Ambulance from ASAP 911 for \$70,605.
- b. Request approval to purchase 2 additional Philips HeartStart MRx Cardiac Monitors/Defibrillators from SOS Technologies for \$42,832.
- c. Request approval to award the purchase of Cisco Routers, Switches, and related equipment to Camera Corner Connecting Point for \$109,863.

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to approve the report of the Purchasing Manager. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to meet as a Committee of the Whole.

**To review and discuss, with possible action, the negotiations regarding the Oneida Tribe service agreement and**

**To review and discuss, with possible action, the Oneida Seven Generations litigation and notice of claim.**

Motion carried.

Moved by Ald. Zima, seconded by Ald. Scannell to convene in closed session.

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: Nicholson. Motion carried.

Ald. Zima read the following:

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

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to have staff proceed as directed in closed session. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to adjourn at 8:55 P.M. Motion carried.

Kris A. Teske  
Green Bay City Clerk