



MINUTES OF THE COMMON COUNCIL

TUESDAY, MAY 7, 2013, 7:00 P.M.

COUNCIL CHAMBERS

ROOM 203, CITY HALL

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Tony Wachewicz. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, A. Kocha, J. Moore, D. Boyce, J. Brunette, J. Warner, M. Steuer, B. Danzinger, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Steuer to approve the minutes of the April 16, 2013, meeting. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to approve the agenda. Motion carried.

REPORT BY THE MAYOR

The Mayor announced that there will be a benefit and lunch for City employee, Stephanie Woelfel, on Thursday, May 9, at City Hall. He also reminded everyone that Friday, May 10, is Cancer Awareness Day.

PRESENTATIONS

Roger Retzlaff and the Historic Preservation Commission presented awards for the following:

- a) 1357 Day Street (*residential rehabilitation*)
- b) Home at the corner of Ashland and Walnut (*residential rehabilitation*)
- c) 745 S. Quincy (*residential rehabilitation; architecturally significant*)
- d) St. John's Shelter (*social significant; adaptive reuse*)
- e) House of Homebrew (*adaptive reuse*)

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

Application for an Underground Sprinkler System License by The Sprinkler Company.

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

- A. Melnarik Concrete, Inc.
- B. Sommers Construction Co., Inc.
- C. Loch Construction Co., Inc.
- D. Weidner Concrete Construction, LLC
- E. Ray Jaeger Construction
- F. Fischer-Ulman Construction, Inc.
- G. Tilleman Construction
- H. Precision Flatwork

Request by Ald. Tim DeWane to review the bulk/special collection policy with possible changes.

LAW DEPARTMENT

Request by Ald. Brunette for the City to review and update all current policies regarding the naming and dedication of City buildings, parks, streets, and any other property belonging to the City.

PLAN COMMISSION & NEIGHBORHOOD DIVISION

Request by Ald. Steuer to look into the possibility that Neighborhood Associations could be utilized at making historical structure window surveys for an updated Green Bay Intensive Survey.

PROTECTION & WELFARE COMMITTEE

Request by the owners of Pearly Gates, 3551 Finger Road, to hold an outdoor event on September 7 and to allow music until midnight.

Request by the owners of The Den, 1623 Cass Street, to hold an outdoor event on June 8.

Request by the owners of Fuzzy's Bar & Grill, 2511 W. Mason Street, to amend their liquor license to include a smoking room.

Request to keep three dogs at 441 Bretcoe Drive.

Request to keep three dogs at 536 Fred Street.

Request to keep three dogs at 724 Garden Street.

Appeal by Ashley Jackson to the denial of her operator license application.

Appeal by Amber Lynn Holiday to the denial of her operator license application.

Appeal by Jonathan Le Breck to the denial of his operator license application.

Appeal by Brookes Mann to the denial of her secondhand article dealer license application.

Request by the owner of Taqueria Maldonado's, 1737 Main Street, to hold an outdoor event on May 26.

Application for an available "Class B" Combination License and renewal application by Kathy Broder at 1332 S. Broadway.

Applications for various liquor/beer licenses for the 2013-14 License Year.

TRAFFIC COMMISSION

Requests by Ald. Steuer for the following:

1. A green arrow traffic light going east on Dousman Street to turn left onto northbound Broadway.
2. To look at the intersection of Dousman Street and Military Avenue, where Boland Road comes to a T-intersection at Dousman Street, specifically with the "No Turn on Red" sign on southbound N. Military Avenue.

Moved by Ald. Nicholson, seconded by Ald. Moore to refer the petitions and communications to the appropriate committee or commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY May 7, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, April 30, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the development agreement and addendum with T Wall Enterprises, LLC for redevelopment of the Flatley site (Parcel 12-184-A) on the southwest corner of Main and North Washington Streets for a new 7 (seven) story mixed-use development with approximately 84 market-rate residential apartment units, 8,800 square feet of retail space, and two levels of parking (copy attached).

DEVELOPMENT AGREEMENT CITY DECK COMMONS

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY") and **CITY DECK COMMONS, LLC**, a Wisconsin Limited Liability Company (hereinafter called the "DEVELOPER"). The RDA, CITY and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

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

- I. **PROPOSED PROJECT SCOPE AND CONSTRUCTION.** The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have approximately 84 residential apartment units and approximately 8,800 square feet of retail with an active riverfront component and will cost approximately \$10,000,000, which shall include environmental remediation, but is not limited to, structural pilings, land improvements, two levels of parking, and a new 7 (seven) story building, including a penthouse.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by December 15, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use their best efforts in good faith to obtain performance of the conditions of this Agreement.
- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey to the DEVELOPER the Property for One Dollar (\$1.00), within thirty (30) days of completing all environmental remediation as governed by the Phase II Environmental Assessment and all Project financing and construction contracts are in place. The Conveyance of the Property shall be by warranty deed (in a form reasonably approved by the RDA and the DEVELOPER) purchased with cash at closing. The RDA shall take a \$300,000.00 Preferred Forgivable Equity Investment in DEVELOPER's Project as part of this Agreement. The Preferred Forgivable Equity

Investment will be forgiven if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the property for at least 10 years or the DEVELOPER's Project reaches a \$10,000,000.00 actual assessed value.¹ If neither of these conditions are met or satisfied, then the Preferred Forgivable Equity Investment shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. This Preferred Forgivable Equity Investment will not be recorded against the property for financing purposes but shall be secured by the terms and conditions of this Agreement and shall survive the expiration of this Agreement.

- B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:
1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume

¹ The Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- D. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Project Site, but cannot guarantee approval of any zoning requests. If, through no fault of the DEVELOPER, ALL governmental approvals, including but not limited to a building permit, zoning for DEVELOPER's intended project, grading permit, sanitary permit, water permit, and other entitlements and approvals required for the DEVELOPER's intended project by governmental or municipal bodies governing the property are not granted within one hundred and fifty (150) days, then the DEVELOPER will be granted a six month extension on the Planning Option for an additional extension price of \$2,500.00. The RDA shall act as the arbitrator in determining the DEVELOPER's fault in regards to the eligibility for the extension herein described.

III. PARKING.

- A. The DEVELOPER shall construct a two level at-grade parking garage with two separate access points on the site of the Project, one located on North Washington Street and another located on City Deck Court, for use by the occupants of the Property and customers of the DEVELOPER. Parking and entrances shall comply with all applicable codes.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the property.
- B. The CITY shall grant DEVELOPER a temporary construction license or easement, subject to conditions and approval by the Department of Public Works, over City Deck Court, a portion of North Washington Avenue, and City Deck of which twenty feet will be reserved for pedestrians.
- C. After construction is completed and occupancy permits are issued, the CITY shall limit parking on City Deck Court to two (2) hours during daytime hours and then no limit between 5:00 P.M. to 3:00 a.m. and 5:00 to 8:00 A.M. The parking spaces on City Deck Court may contribute toward DEVELOPER's number of parking stalls per multi-family apartment units according to Municipal ordinances.

- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$7,000,000.
- B. In order for this Project to occur, CITY shall contribute not less than \$2,340,000.00 in Tax Increment Financing Assistance with an interest rate of the lesser of the CITY's borrowing rate or 4% to DEVELOPER. These TIF funds shall be repaid through the taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.). CITY's debt service payments shall be repaid through the taxes realized by the additional tax increment generated by the Property and is subject DEVELOPER guarantee of the Annual Shortfall as set forth in Section V.C.
- C. **PERSONAL GUARANTEE LIMITED TO ANNUAL SHORTFALL.** Any individual member of the DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Section V.C., starting for the taxable year of 2016 (payable in 2017). An Annual Shortfall exists when the CITY TIF Increment is less than the CITY Debt Service. The CITY TIF Increment is defined as the property tax generated by the Property in a given year less the base value. The CITY Debt Service is defined as the City's debt service on \$2,340,000.00 of TIF funding over 16 years at an interest rate of the lesser of the CITY's borrowing rate or 4%. The formula for any Annual Shortfall is:

$$\begin{array}{r} \text{CITY TIF Increment} \\ \text{Less: } \underline{\text{CITY Debt Service}} \\ \hline = \text{Annual Shortfall} \end{array}$$

NOTE: The CITY estimates the Annual Shortfall at approximately \$8,500.00 per year. The CITY agrees that the Annual Shortfall shall not exceed \$20,000.00 per year.

DEVELOPER shall be invoiced for any Annual Shortfall that exists (but not to exceed \$20,000.00 per year) in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. CITY may only invoice DEVELOPER for the Annual Shortfall without adding any other costs or administrative expenses. If DEVELOPER fails to pay for the Annual Shortfall (except for any accrued portion) then CITY may place the amount as a special charge against the property.

- D. CITY's debt service for TIF assistance shall be amortized over the remaining life of the Tax Increment District (TID), which shall be 16 years. (If the CITY extends the TID, the City will work with DEVELOPER to extend the TIF Increment amortization if allowed under the terms and conditions of the bonding.)

DEVELOPER shall be responsible for interest only payments for the CITY's debt service and shall receive credit for increment created for the first two years of the Project's property taxes; however, DEVELOPER shall be responsible for any Interest Shortfall on City's debt service in the same manner as the Annual Shortfall in Section V.C. For the first year of the Project, the CITY agrees to forgo any Annual Shortfall payment, because the second year property tax payment will "cover" the first and the second year Annual TIF Increment.

- E. Any individual member of the DEVELOPER shall provide a personal guarantee to the CITY/RDA, subject to their approval, for the any Annual Shortfall realized pursuant to Section V.C. of this Agreement, not to exceed \$20,000 per year. CITY/RDA have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. DEVELOPER's personal guarantee shall expire or be released upon the sooner of retirement of CITY's debt service on the specific bonds issued for this TIF funding or 16 years if there are no outstanding payments on principal and/or interest. If the annual property taxes on the Property are equal to or exceed the Annual TIF Increment such that there is no Annual Shortfall for three consecutive years, DEVELOPER may request a release of DEVELOPER'S personal guarantee, which shall be subject to RDA/CITY's discretion, If DEVELOPER elects to payoff CITY's debt service prior to the end of the entire financing term, DEVELOPER may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the personal guarantee shall be released by the CITY/RDA.

VI. ENVIRONMENTAL

- A. The RDA and/or City of Green Bay shall make available all known environmental reports and activity upon the property. Should any hazardous substances at levels in excess of amounts allowed by applicable law be found upon the Project Site, environmental remediation necessary to enable the Property to receive a "no further action" letter from the appropriate governmental agencies shall be initiated by the City of Green Bay or RDA. If site remediation is required, the RDA will fund the first \$250,000.00 of this work provided that such funding can be procured entirely from EPA or DNR grants. If the RDA is unsuccessful in obtaining adequate grant funding, or if the estimated amount of such costs exceeds \$250,000.00, then either party to this Agreement may terminate this Agreement by delivery of written notice of termination to the other party.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty,

covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the event of sale of the Property, the RDA shall approve DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee, which approval may not be unreasonably withheld. DEVELOPER may, at its discretion, choose to pay off the remaining balance of the TIF at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization, unless the non-profit organization agrees to pay the Annual Shortfall, assumes the guarantee, and agrees to pay the same annual property taxes as levied in the year of sale.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the

development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.

- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than November 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in

the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.

- L. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Project Site, the RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the property to obtain data or perform tests during the term of this Agreement. After transfer of Property to DEVELOPER the CITY shall end any public parking on the Property at the DEVELOPER's direction in anticipation of construction.
- B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon

written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach

by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.

- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER:

T. Wall Enterprises Manager, LLC
c/o Terrence R. Wall
PO Box 620037
Middleton, WI 53562

Attest:

T. WALL ENTERPRISES MANAGER, LLC

Terrence R. Wall, President

**EXHIBIT A
LEGAL DESCRIPTION**

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B
CONCEPT PLAN**

**EXHIBIT C
PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Terrence R. Wall**

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, LLC, hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated _____, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, CITY shall attempt to collect from DEVELOPER first for any and all payments. If the CITY places a lien on the Property for any non-payment, then the CITY may not also look toward the guarantor for payment.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this ____ day of _____, 2013.

Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this ____ day of _____, 2013.

Notary Public, _____ County, WI
My commission expires _____

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

Report of the Green Bay Plan Commission May 7, 2013

The Green Bay Plan Commission, having met on Monday, April 22, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To refer to staff the request of Ald. Nicholson to review and amend Chapter 13-519(f).
2. To revise bullet #8 of the draft resolution to read "visitors" rather than "tourism", recommend Council approval of the amended resolution supporting the Fox-Wisconsin Heritage Parkway, and refer the resolution to the Park Committee for additional consideration.
3. To rezone 311 N. Maple Avenue from Varied Density Residential (R3) to Highway Commercial (C2).

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report with the exception of Item #2. Motion carried.

Moved by Ald. Moore, seconded by Ald. Nicholson for discussion, to deny Item #2.

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

Candice Mortara, 1301 N. Briarcliff Drive, Appleton, spoke in favor of the resolution.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to return to the regular order of business. Motion carried.

Moved by Ald. Moore, seconded by Ald. Danzinger to refer Item #2 to the Park Committee for further review. Motion carried.

**REPORT OF THE
TRAFFIC COMMISSION
May 7, 2013**

The Traffic Commission having met Monday, April 15, 2013, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the request to change the 2-WAY YIELD condition on Louise Street at Heyrman Street to a 2-WAY STOP condition.
2. That the Police Department place speed boards observing speeds on northbound Heyrman Street near Louise Street.
3. To refer to staff for study the request to evaluate the necessity of the traffic signal at the intersection of Henry Street and Deckner Avenue.
4. To refer to staff for speed study the request to evaluate the traffic speeds on Van Deuren Street at Newtols Street, and to consider switching the 2-WAY STOP condition from Newtols Street to Van Deuren Street, with possible action.
5. To establish and adopt by ordinance a NO PARKING zone on the east side of Lyndon Street from Velp Avenue to a point 65 feet north of Velp Avenue.
6. To establish and adopt by ordinance a NO PARKING zone on the west side of Lyndon Street from Velp Avenue to a point 50 feet north of Velp Avenue.

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

**REPORT OF THE FINANCE COMMITTEE
May 7, 2013**

The Finance Committee, having met on Tuesday, April 23, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the transfer of \$1,215,449 to the sick pay escrow fund to cover the costs of unanticipated 2012 retirements and to bring back to the May 28 committee meeting an estimate of 2013 retirements.

2. To hold on the Mayor's 2013 borrowing request of \$13,495,000 until the next finance committee and to have department heads present to discuss the projects included in the bonding issue.
3. To approve the Report of the Claims Committee.
4. Forward on to the Common Council with no recommendation the request to approve the award of a three year contract for Animal Impound Services to Packerland Veterinary Center for \$432,000.
5. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$92,000

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report with the exception of Item #4. Motion carried.

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

The following people spoke on behalf of the Bay Area Humane Society:

Karen DeBaker, 1830 Radisson Street
Gretchen Jandrin, 2447 Robinson Avenue
Lisa Kay Peters, 325 N. Maple Avenue
Nancy Hougard, 1364 Shirley Street
Kathleen Clover, 1175 Day Street
Jan Nick, 1045 Winford Avenue
Molly Hillmann, 1803 Turquoise Trail, Bellevue
Kelly Sears, 3639 Elm Crest Court
Kevan Kay, 2447 Clear Brook Circle, Howard
Karen Clifton, 817 Redwood Drive
Dr. Pat Warpinski, 132 Burgundy Court
Erin Slobberman, St. Norbert's
Marilyn Davie, 1337 Fondue Circle
Shea Wegner, 610 Gray Street
Jim Kalny, 918 Georgia Drive, DePere
Beth Schmidt, 630 Chantilly Rue, Allouez
Sarah Shiner, 852 Centennial Centre Blvd., Hobart

The following people spoke on behalf of Packerland Veterinary Center:

Renee Oh, Shawano
Sarah Gordon, 3603 Evergreen, Howard
Taylor Williquette, 2033 Hilltop Drive, Ashwaubenon
Bill Zraus, 2273 Jay Edward Court
Patti Pfeister, 2577 Carmel Lane
Bette Anderson, 1205 Lost Dauphin Road, DePere

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

Moved by Ald. Kocha, seconded by Ald. Tim DeWane to award the contract to BAHS with a 1+1+1 (3yr.) with a 6-month review by the Finance Committee to assess improvements and assess communications with both parties present in full compliance based on the RFP and the licensing policy upon acceptance from the entity. Motion failed on a 5 to 7 display vote.

Moved by Ald. Nicholson, seconded by Ald. Wiezbiskie to award the contract to Happily Ever After. Motion failed on a 2 to 10 display vote.

Moved by Ald. Sladek, seconded by Ald. Wiezbiskie to award a 3-year contract to Packerland Veterinary Center with a 6-month review before the Finance Committee with compliance of the RFP and licensing policy. Motion carried on a 7 to 5 display vote.

REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE May 7, 2013

The Improvement and Service Committee, having met on April 24, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Garrett Ziehlsdorf to rescind the nuisance litter and solid waste removal charges of \$228.04 at 1201 Berner Street.
2. To approve the completed street light study and install 9 LED lights to illuminate Parking Lot B.
3. To refer to staff to review the request by Ald. Wiezbiskie to create a permanent storage station for orange crossing cones and make appropriate recommendations for the corner of Humboldt Road and Laverne Drive.
4. To hold the request for discussion and possible action regarding installation of sidewalk on Morrow Street between 1900 Morrow and Danz Avenue until the next regularly scheduled Improvement and Service Committee Meeting.
5. To hold the request by the Department of Public Works for discussion and possible action regarding installation of sidewalk on University Avenue between Humboldt Road and Curry Lane until the next regularly scheduled Improvement and Service Committee Meeting.
6. To hold the request by the Department of Public Works for discussion and possible action regarding installation of sidewalk on Main Street between East Mason Street and Guns Road/Manitowoc Road until the next regularly scheduled Improvement and Service Committee Meeting.
7. To approve the 2012 Annual Report.

8. To approve the report of the Purchasing Agent:
 - A. Request approval to award Light Poles & Brackets to Power-Lite Industries for \$43,724.
 - B. Request approval to award Traffic Signal Equipment and Parts to TAPCO (\$19,140), Traffic Parts (\$9,303), and Power & Telephone Supply (\$4,404) – Total award: \$32,847.
 - C. Request approval to award Traffic Control Equipment to TAPCO for \$27,890.
 - D. Request to purchase Paint for Pavement Marking from Diamond Vogel for \$10,663.
9. A. To approve to award Sewers 1-13 (including Water Main) to the low responsive bidders:

Part A to David Tenor Corporation in the amount of \$502,209.13.
Part B to David Tenor Corporation in the amount of \$327,669.30.
Part C to Dorner Inc. in the amount of \$497,628.25.
Part D to Visu-Sewer in the amount of \$102,416.00.

 - B. To approve to award Sewers 2-13 to the low responsive bidder Peters Concrete Co. in the amount of \$493,915.68.
 - C. To approve to award Pavement Repair 2013 to the low responsive bidder Fischer-Ulman Construction, Inc. in the amount of \$381,206.50.
 - D. To approve to award the Cherry Street Parking Ramp Elevator Ventilation System contract to the low responsive bidder Tweet-Garot Mechanical in the amount of \$99,500.00.
10. To approve the application for an Underground Sprinkler System License by Rain Master Irrigation, Inc.
11. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
 - A. Paul Conard Construction Co., Inc.
 - B. Holtger Bros., Inc.
 - C. Northern Concrete Construction, Inc.
 - D. Jim Fischer, Inc.
 - E. JC Santy Construction LLC

Moved by Ald. Tim DeWane, seconded by Ald. Steuer to adopt the report. Motion carried.

REPORT OF THE PARK COMMITTEE
May 7, 2013

The Park Committee, having met on Wednesday, April 24, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Fireman's Neighborhood Association to install two little library bookstands and a park bench at Fireman's Park contingent on:
 - Fireman's Neighborhood Association would be responsible for all costs of construction materials and installation.
 - Once installed it becomes City property.
 - Park staff approval of the layout and installation plans. All materials must meet City building and inspection codes.
 - Fireman's Neighborhood Association is responsible for managing the reading content, damages, maintenance and repairs of reading boxes.
 - All proper permits and insurances being obtained.

2. To approve the Bikes and BBQ event request by Karen Faulkner representing Golden House on July 19 & 20 at Leicht Park contingent upon all fees, proper permits, special event requirements and approval and insurances being obtained.

To approve the request for the sale of alcohol (beer and wine) at the Bikes and BBQ event by Karen Faulkner representing Golden House on July 19 & 20 at Leicht Park providing all proper permits and insurances are obtained and all proceeds of alcohol sales go directly to the Golden House.

3. To refer to staff the naming of the Sgt. Benjamin Edinger Corridor on the West Side Trail and to communicate with the Alders in their districts to determine the dimensions and boundaries of the Corridor and bring it back to the Park Committee on June 12.
4. To approve the request by Eagle Scout Eric Erb to install batting cages at Perkins Park baseball field contingent upon:
 - Approval of his plan by the Boy Scout Council.
 - To bring the request to Park Committee prior to construction for final approval.
5. To proceed with negotiations as discussed in closed session on the purchase of 1344 Main Street (parcel 8-295) for the expansion of the East River Trail .
6. To approve to amend the existing lease between the City of Green Bay and Graymont for an additional ten years for 4.49 acres of lease land for park usage in Leicht Park.
7. To receive and place on file the Director's Report.

Moved by Ald. Nicholson, seconded by Ald. Tim DeWane to adopt the report with the exception of Items #2 and #3. Motion carried.

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to approve the request to hold an event on July 19 & 20 at Leicht Park. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to allow the sale of beer and wine at the event. Motion carried on a 7-5 display vote.

Moved by Ald. Steuer, seconded by Ald. Wiezbiskie to amend Item #3 by replacing it with the following: "That the west side of Green Bay trail currently under construction will continue to be called the West Side Trail with the segment between Fisk and Shawano Avenue be called the Sgt. Benjamin Edinger Corridor in honor of west side Green Bay native Marine Sgt. Benjamin Edinger who died of wounds received in Iraq in 2004 and that we waive the naming policy fees." Motion carried.

Moved by Ald. Steuer, seconded by Ald. Wiezbiskie to adopt Item #3 as amended. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE May 7, 2013

The Personnel Committee, having met on Tuesday, April 23, 2013 considered all matters on its agenda and reports and recommends the following:

1. To approve the reclassification of the Clerk Typist II position in the Fire Department to Clerk III.
2. To approve the request to fill a .5 Clerk III position in the Fire Department and all subsequent vacancies resulting from internal transfers.
3. To hold the consideration of a rehire policy until the next Personnel Committee meeting.
4. To hold the request by Ald. Nicholson to review the Web & Graphic Designer position for one month.
4. To hold the update on labor negotiations until the next Personnel Committee meeting.
5. To receive and place on file the report of routine Personnel Actions for regular employees.

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

PROTECTION & WELFARE COMMITTEE REPORT Tuesday May 7, 2013

The Protection & Welfare Committee, having met on Monday, April 22, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the request by the owner of JD's Bar, 715 S. Broadway, to hold outdoor events on June 1, July 27 and September 28. The approval of the request is subject to complaint.
2. To approve the request by the owner of Jill's Bar, 613 Bodart, to hold outdoor events on June 24 and 29. The approval of the request is subject to complaint.
3. To approve the application for a "Class B" Combination License by Barry J. Fitzgerald at 1699 E. Mason Street with the approval of proper authorities. (Transfer from Carrie Laverdiere)
4. To approve the application for a "Class B" Combination License by Swobey's Hideout, LLC at 1263 E. Mason Street with the approval of proper authorities. (Transfer from Howard J. Johnston, LLC)
5. To approve the application for a "Class B" Combination License by Barley's Pub, LLC at 846 Lime Kiln Road with the approval of proper authorities. (Transfer from Tina Barlament, LLC)
6. To approve the application for a "Class B" Combination License by Boyd Barsmith, LLC at 1542 University Avenue with the approval of proper authorities. (Transfer from Kathy Broder).
7. To approve the application by Big Mitch LLC to transfer his "Class B" Combination from 1332 S Broadway to 226 S. Broadway contingent on a Security Plan and stipulation being executed prior to the May 7 Common Council meeting and approval of proper authorities.
8. To postpone until the next Protection and Welfare Committee meeting the notice of the change of agent for Fan-Addicts, Inc., 1647 Cass Street in order to receive an approved Security Plan, Stipulation and letters of referral with the understanding that agent can operate the establishment in meantime, subject to the complaint of the Police Department.
9. To receive and place on file the request by Ald. Nicholson, on behalf of Christine Delahut, to discuss neighborhood issues in the Mary Jo/Van Beek area.
10. To receive and place on file the request by Randy Cartier to end fluoridation in the Green Bay water supply.

NOTE:

At the Special Meeting of the Protection & Welfare Committee held Thursday, April 18, 2013 the following was approved:

To approve the application for a "Class B" Combination license by AHM Staffing, LLC at 201 Main Street with the approval of proper authorities. (Transfer from Great Lakes Inn Management, Inc.)

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report with the exception of Item #8. Motion carried.

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

Moved by Ald. Thomas DeWane, seconded by Ald. Tim DeWane to approve the change of agent for Fan-Addicts.

Moved by Ald. Kocha, seconded by Ald. Tim DeWane to suspend the rules for the purpose of allowing interested parties to speak. Motion carried.

Brad Steeno, 329 Deschane Plane, asked to be approved as agent.

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

A vote was then taken on the motion to approve the change of agent. Motion carried.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
May 7, 2013**

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

Athey, Jenna J
Barrueta-Avila, Luis
Blazo, Emily A
Blodgett, Molly K
Calhoun, Andrew J
Ciszewski, Melissa E
Danforth, Kyle J
Froberg, Hillary A
Gallus, Kevin J
Gigot, Jonathan J
Griswold, Alex J

Simon, Jenna R
Smith, Holly M
Somers, Alice M
Springer, Margot A
Tetzlaff, Torry L
Tourtillott, Tasha J
Van Buren, Sarah L
VanEnkenvort, Beth E
Wanish, Jordan L
Weise, Justin L
Wendricks, Chelsie L

Hoff, Jedediah G
Klug, Dee Dee A
Laes, Jeremy M
Lamal, Zackary M
LaPlante, Courtney A
LaPlante, Michael S
Leonhard, Michael S
Luecke, Linda S
Malcore, Katelyn M
Martin, Jessica C
Matson, Brandon GH
Mercier, Catherine M
Nimmer, Amanda N
Olson, Anthony J
Resch, Jamie P
Ritchie, Kayla D
Sanchez-Flores, Sheila D
Schober, Ramone F
Schwartz, Anthony J
Scully, Tabitha J

Wotachek, Justin A

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the report. Motion carried with Ald. Danzinger abstaining on the approval of Emily Blazo.

RECEIVE & PLACE ON FILE

Municipal Court Report for March, 2013.

City of Green Bay Balance Report for March, 2013.

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

RESOLUTIONS

FINAL PAYMENTS RESOLUTION May 7, 2013

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

- 1. PAVEMENT 3-12**

Martell Construction, Inc.	
TOTAL AMOUNT EARNED:	\$ 263,624.84
LESS AMOUNT RETAINED:	\$ <u>0.00</u>
	\$ 263,624.84
LESS AMOUNT PREVIOUSLY PAID:	\$ <u>257,034.22</u>
AMOUNT DUE THIS ESTIMATE:	\$ 6,590.62

ACCOUNT NUMBERS

401-50-500-501-55301-000000-000-61092: \$6,590.62

PO #105123

2. ARNIE WOLFF SOCCER FIELDS – PHASE II

Maroszek Excavating, Inc.

TOTAL AMOUNT EARNED:	\$ 211,564.65
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LESS AMOUNT RETAINED:	\$ <u>0.00</u>
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	\$ 211,564.65
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LESS AMOUNT PREVIOUSLY PAID:	\$ <u>204,386.70</u>
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AMOUNT DUE THIS ESTIMATE:	\$ 7,177.95
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ACCOUNT NUMBERS

410-60-600-000-53001-000000-000-92512: \$7,177.95

PO #104881

Adopted May 7, 2013

Approved May 8, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Kocha seconded by Ald. Wiezbiskie to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION IN SUPPORT OF THE
FOX-WISCONSIN HERITAGE PARKWAY**

May 7, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, two significant waterways, the Fox and Wisconsin Rivers, have a history that dates back for many thousands of years. After being traveled by European explorers Father Marquette and Louis Joliet, both rivers played an integral role in opening the Midwestern United States; and

WHEREAS, the Fox-Wisconsin Heritage Parkway, which stretches 280 miles from Prairie du Chien to the Port of Green Bay, was formed to exemplify and to promote the natural, recreational, and historic resources within the Fox and Wisconsin Rivers corridor and to create additional opportunities for historic interpretation, education, recreation, and tourism; and

WHEREAS, as part of the project's ten year undertaking, 17 lock sites previously closed along a 39-mile stretch of the Lower Fox River have been transferred to the State of Wisconsin, with the majority undergoing restoration; and

WHEREAS, the Fox-Wisconsin Heritage Parkway will result in increased tourism, transportation, and economic development as the area becomes a year-round heritage tourism destination that will result in an overall boost to Wisconsin's economy by:

- Enhancing and promoting historic sites;
- Highlighting the versatility and abundance of natural areas;
- Promoting local events;
- Opening a water trail;
- Connecting existing land trails;
- Developing scenic routes;
- Providing outdoor enthusiasts with more recreational activities and public access;
- Bringing new businesses, jobs, higher property values, and visitors; and

WHEREAS, the Fox-Wisconsin Heritage Parkway will provide a greater sense of identity across municipal boundaries along the Fox and Wisconsin Rivers, promoting regionalism and opportunities for greater shared resource management; and

WHEREAS, the Heritage Parkway Board and its affiliate organizations, sponsors, and volunteers are asking for help in keeping the Fox-Wisconsin Heritage Parkway's opportunities alive for the community of today and tomorrow with a continuing effort to revitalize the waterway as an economic, environmental, and recreational resource.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay hereby recognizes the importance of the mission and vision of the Fox-Wisconsin Heritage Parkway.

BE IT FURTHER RESOLVED that the City of Green Bay also recognizes that when environmental, heritage, and tourism-related entities partner with the

communities, the historic, cultural, and natural resources are more effectively preserved, interpreted, and promoted.

BE IT FURTHER RESOLVED that the City of Green Bay and the Fox-Wisconsin Heritage Parkway agree to engage in collaborative projects that serve to build, promote, and sustain each other's missions.

BE IT FURTHER RESOLVED that the City of Green Bay and the Fox-Wisconsin Heritage Parkway agree to promote initiatives that are mutually inclusive, such as marketing, promotion, special events, resource management, interpretive and visitor services, and project planning and implementation.

BE IT FURTHER RESOLVED that the City of Green Bay commits to an annual contribution of \$150 to the Fox-Wisconsin Heritage Parkway to demonstrate support for the mission of the Fox-Wisconsin Heritage Parkway and become an official partner.

BE IT FINALLY RESOLVED that upon confirmation of the status of official partnership with the Fox-Wisconsin Heritage Parkway, the City of Green Bay is entitled to partner benefits, including:

- Recognition in Parkway communication;
- Receipt of regular Parkway-related communication and updates;
- Sponsorship opportunities at Parkway events.

Adopted _____

Approved _____

Mayor

Clerk

Moved by Ald. Moore, seconded by Ald. Kocha to refer the resolution to the Park Committee. Motion carried.

ORDINANCES - FIRST READING

ZONING ORDINANCE NO. 6-13
AN ORDINANCE
REZONING PROPERTY LOCATED

AT 311 N. MAPLE AVENUE
FROM VARIED DENSITY RESIDENTIAL (R3) DISTRICT
TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 13-10)

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 Varied Density Residential (R3) District to Highway Commercial (C2) District:

311 N. Maple Avenue
Dousman's Addition, Lot 124
Tax Parcel Number 5-605-1

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 _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adjourn at 11:53 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk