



AGENDA OF THE COMMON COUNCIL

TUESDAY, JULY 30, 2013, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the June 18, 2013, meeting.
- Approval of the Agenda.
- Report by the Mayor.
 - Intern Recognition
- Announcements.

PUBLIC HEARING

Miscellaneous Ordinance No. 2-13

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 820-1020 blocks of Bader Street and the 2060-2220 blocks of Manitowoc Road. (Item #31).

REFERRAL OF PETITIONS & COMMUNICATIONS

1. Referral of communications and petitions received by the City Clerk.
Late communications.

REPORTS FOR COUNCIL ACTION

2. Report of the Plan Commission Meeting of June 24, 2013.
3. Report of the Plan Commission Meeting of July 22, 2013.
4. Report of the Redevelopment Authority from June 11, 2013.
- 4-I. Report of the Redevelopment Authority from July 9, 2013.
5. Report of the Traffic Commission Meeting of June 17, 2013.
6. Report of the Traffic Commission Meeting of July 15, 2013.
7. Report of the Finance Committee.
8. Report of the Improvement & Service Committee.
9. Report of the Park Committee.
10. Report of the Personnel Committee.
11. Report of the Protection & Welfare Committee Meeting of July 1, 2013.
12. Report of the Protection & Welfare Committee Meeting of July 15, 2013.
13. Report of the Protection & Welfare Committee granting Operator Licenses.

RECEIVE & PLACE ON FILE

Trial Balance Reports for May & June, 2013.

Municipal Court Report for June, 2013.

Check Register for June, 2013.

RESOLUTIONS

14. Resolution approving actions necessary for the sale and issuance of Lease Revenue Bonds by the Redevelopment Authority of the City of Green Bay for the KI Convention Center Expansion.
- 14-I. Resolution drawing final orders.
15. Resolution approving relocation payment for Velp Avenue from Norwood Avenue to Military Avenue.
16. Resolution in support of the Fox-Wisconsin Heritage Parkway.
17. Resolution approving the Development Agreement with Neufeld Enterprises II, LLC, for Parcel Number 6-149, located at 1616 West Mason Street (Burlington Coat Factory).
18. Resolution authorizing conditional-use approval at 710 Vanderbraak Street.
19. Resolution authorizing conditional-use approval at 1233 Shadow Lane.
20. Resolution authorizing conditional-use approval in the 2000 block of South Broadway.
21. Resolution recognizing Fritsch Park Neighborhood Association.

ORDINANCES - FIRST READING

22. General Ordinance No. 14-13
An ordinance amending Section 29.208 of the Code relating to parking regulations.
23. General Ordinance No. 15-13
An ordinance amending Section 13-209(d)(3) of the Code relating to voting requirements for the Board of Appeals.
24. General Ordinance No. 16-13
An ordinance amending Section 6.07 of the Code relating to the regulation of Junk Dealers.
- 24-I. General Ordinance No. 16-13 (Proposed Additional Amendments)
An ordinance amending Section 6.07 of the Code relating to the regulation of Junk Dealers.

25. General Ordinance No. 17-13
An ordinance creating Section 6.075 of the Code relating to the regulation of Junk Collectors.
26. Zoning Ordinance No. 9-13
An ordinance amending Zoning Ordinance No. 4-00 for modified wall signage at 1281 Brosig Street.
27. Zoning Ordinance No. 10-13
An ordinance rezoning property located at 1805 Radisson Street and 1809 and 1813 St. George Street from Varied Density Residential (R3) District to General Commercial (C1) District.
28. Zoning Ordinance No. 11-13
An ordinance amending Zoning Ordinance No. 4-13 zoning certain land located on the east side of North Broadway (300 through 600 block) as a Planned Unit Development District.
- 28-I. Planning Ordinance No. 1-13
An ordinance amending the Official Map of the City southeast of Sitka Street and Ontario Road by removing a small east/west connection and replacing it with a cul-de-sac.

ORDINANCES - THIRD READING

29. General Ordinance No. 12-13
An ordinance repealing Sections 6.17, 6.175, 6.18, 6.19, 6.23, 6.24, 6.25, 6.26, and 6.29 of the Code relating to licenses and permits.
30. General Ordinance No. 13-13
An ordinance creating Section 15.68 of the Code relating to building maintenance.

MISCELLANEOUS ORDINANCE

31. Miscellaneous Ordinance No. 2-13
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 820-1020 blocks of Bader Street and the 2060-2220 blocks of Manitowoc Road.

Kris A. Teske
Green Bay City Clerk

*Supporting documents for the numbered items in this agenda are contained in
the
Appendix of Supplemental Information.*

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at 448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.



APPENDIX OF SUPPLEMENTAL INFORMATION

FOR COUNCIL MEETING

OF TUESDAY, JULY 30, 2013

7:00 P.M.

PETITIONS & COMMUNICATIONS

FINANCE COMMITTEE

Request by Ald. Thomas DeWane to have all grants come to the Finance Committee for approval.

IMPROVEMENT & SERVICE COMMITTEE

Application for a Concrete Sidewalk Builder's License by Bedrock Custom Concrete.

Application for a Tree & Brush Trimmer License by Family Tree, Tree Service and Lawn Care, LLC

PROTECTION & WELFARE COMMITTEE

Request by the owners of Brewski's, 1100 S. Broadway, to hold an outdoor event on September 21, 2013.

Application for an available "Class B" Liquor License by El Carboncito, Inc. at 1464 University Avenue. (Currently has beer license)

Request by Ald. Boyce for a review of the City's response to unauthorized fireworks displays.

TRAFFIC COMMISSION

Request by Ald. Sladek, on behalf of neighborhood residents, for the installation of a "yield" sign for northbound traffic on Square Terrace at the intersection with Open Gate Trail.

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REPORT OF THE GREEN BAY PLAN COMMISSION
July 30, 2013

The Green Bay Plan Commission, having met on Monday, June 24, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the *Smart Growth 2022 Comprehensive Plan* to reduce the density of future land uses for an area generally located in the 820 to 1020 Blocks of Bader Street and the 2060 to 2220 Blocks of Manitowoc Road from Medium/High Density Housing to Low Density Housing to be consistent with current uses and zoning.
2. To authorize a Conditional Use Permit (CUP) to operate a minor auto repair in a General Industrial (GI) District located at 710 Vanderbraak Street with the following conditions:
 - a) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval.
 - b) All vehicle parts including tires shall be stored inside of an enclosed building.
 - c) Compliance with the submitted operations plan and submitted site plan.
 - d) There shall be no expansion of the conditional use without Plan Commission and City Council approval.
3. To authorize a Conditional Use Permit (CUP) for a Transient Residential use located at 1233 Shadow Lane subject to compliance with the Development standards found in 13-1602(j).
4. To amend the ordinance regarding the Board of Appeals voting requirements subject to:

Amend Chapter 13-209(d)(3) as follows – If a quorum is present, the concurring vote of a **majority** ~~two-thirds or more~~ of the members present of the Board shall be necessary to correct an error, grant a variance, make an interpretation, and permit a temporary, unclassified, or substituted use.

REPORT OF THE GREEN BAY PLAN COMMISSION
July 30, 2013

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

1. To hold over the request to rename "Ashland Avenue" to "Mike McCarthy Avenue". This request is in combination with similar renaming requests at the Village of Ashwaubenon and the City of DePere. The Plan Commission directed staff to:
 - a. Estimate costs to residents and business affected by the request.
 - b. Compare length and cost for other comparable street name changes within the immediate area.
 - c. Review what other communities require for street name changes.
2. To amend an existing Planned Unit Development (PUD) for modified signage located at 1821 Brosig Street (aka 1301 Brosig Street), subject to the draft PUD amendment.
3. To rezone 1805 Radisson/1809 & 1813 St. George Street from Varied Density Residential (R3) to General Commercial (C1) and a Conditional Use Permit (CUP) to construct a free-standing parking lot within the subject area, subject to:
 - a. Standard site plan review and approval.
 - b. All applicable standards listed in Chapter 13, Green Bay Zoning.
4. To authorize a Conditional Use Permit (CUP) within a General Industrial (GI) District to construct a substation located in the 2000 Block South Broadway, subject to:
 - a. Standard site plan review and approval.
 - b. All applicable standards listed in Chapter 13, Green Bay Zoning.
 - c. Gravel base course as proposed for the substation compound may be utilized for the safety and benefit of those working within the compound.
5. To amend the Larsen Green Planned Unit Development (PUD) ordinance to allow for a mixed-use development with a limited processing and production component, modifications to parking and traffic circulation, rehabilitation of the existing buildings, and additional signage, generally located in the 300 block of North Broadway, subject to the draft ordinance.
6. To approve the request to amend the Official City Map to reflect an alternative future road pattern southeast of Ontario Road and Sitka Street, subject to non-objection from commenting departments.
7. To hold over the proposed Business Improvement District (BID) Handbook to serve as an educational piece for the formation of new BIDs and to establish best practices for BID operation.
8. To approve the "Responsibilities and Ground Rules for the Planning Process" for the Downtown Master Plan.
9. To receive and place on file the request by Jim Sanderson to name the yet-to-be constructed street in the 300 block of North Washington Street as "Navarino Street".
10. To receive and place on file the request by Ald. Nicholson to review the City's signage ordinance, with possible action.
11. To receive and place on file the request of Ald. Nicholson to review and amend Chapter 13-519(f).

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
June 18, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, June 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

2. To approve the term sheet with American Hospitality Management, Inc. (copy attached) for sale and redevelopment of the Clarion Hotel.

TERM SHEET
Clarion Hotel Redevelopment Project
200 Main Street

The terms and conditions described herein are part of a comprehensive purchase and/or development agreement between and amongst the parties hereto, each element of which is consideration for the other elements and an integral aspect of the proposed agreements (defined below). This term sheet ("Term Sheet") does not constitute an offer or a legally binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities.

The transactions contemplated by this Term Sheet are subject to conditions to be set forth in a definitive agreement, including without limitation a purchase agreement, a development agreement and other supporting documentation. Any definitive agreement shall have the standard representations and warranties that are customary in such transactions.

Until publicly disclosed by the parties hereto, this Term Sheet and the information contained herein are strictly confidential and may not be shared by any party without the prior written consent of all parties hereto.

1. Property Purchase
 - a. American Hospitality Management, Inc., a Michigan corporation, on behalf of an entity to be formed for the sole purpose of bringing the transactions contemplated by this Term Sheet to fruition (hereinafter referred to as "Developer") will purchase from Redevelopment Authority (hereinafter referred to as "RDA") the portion of Parcel 12-164 200 Main Street (Clarion Hotel Property) for \$2.7 M as described in Exhibit A. The RDA shall retain title to property and air-rights described in Exhibit B for the future expansion of the KI Convention Center. (NOTE: will include air rights, footing easements, Clarion meeting rooms and land under meeting rooms, and any other property required for KI Convention Center expansion. The Hotel Meeting Space is to be demolished under the development plan of the City. The City will construct new KI Convention Center meeting rooms within a portion of this area. b. Developer shall have, at its option, the right to enter into an agreement with the City of Green Bay for management of the City-owned boat docks located along the east shore of the Fox River north of the Foxy Lady dock, see attached Dock Management Agreement.
 - b. The City shall resurface the parking lot area located beneath the KI expansion construction in conjunction with the redevelopment of the convention space.
2. Developer Guaranteed Tax Increment Financing ("TIF"). If Developer requests TIF as part of its capital structure, then both parties would agree to negotiate any Tax Increment Financing component in good faith.
3. City will cooperate with respect to any and all permits necessary for Project.

4a

4. Environmental.
 - a. Developer may elect to conduct an environmental assessment of the Property prior to purchase.
5. Following City Council authorization of this term sheet, a development agreement consistent with the terms and conditions herein shall be executed by the Redevelopment Authority, Mayor, and Clerk subject to legal and technical changes.
6. Developer Equity - Not less than 10% of total project cost.
7. Development Description.
 - a. Development cost – Project to be no less than \$4,000,000 investment into the property, excluding acquisition costs. Project to include, without limitation, rehabilitation and upgrade of a 146 room, five-story hotel building; first floor lobby, or related hospitality services. Once completed, the hotel will be a Hilton or IHG flag (quality of a Marriott Courtyard or Hampton Inn) subject to franchise approval.
 - b. Parking to be addressed as part of the site plan approval process.

DEVELOPER:
AMERICAN HOSPITALITY
MANAGEMENT, INC.

CITY:

Fredrick W. Kindell, Vice President

James J. Schmitt, Mayor

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY:

Kris A. Teske, City Clerk

Harry Maier, Chairman

P. Robert Strong, Secretary

EXHIBIT "A"

4 c

EXHIBIT "B"

4 d

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
July 30, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, July 9, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve a development agreement with Neufeld Enterprises II, LLC (copy attached) to provide pay-as-you-go TIF assistance not to exceed \$40,000 per year for 10 years upon completion of approximately \$3.5 million of renovations at 1616 West Mason Street (Parcel 6-149) for the Burlington Coat Factory as the principal tenant.

4-I

**DEVELOPMENT AGREEMENT
BURLINGTON COAT FACTORY
1616 West Mason Street**

THIS 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 **Neufeld Enterprises II, LLC**, (hereinafter called the "DEVELOPER"). The RDA, CITY and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, DEVELOPER seeks to undertake approximately \$3.5 million of renovations of real property located at 1616 West Mason Street, City of Green Bay, Brown County Parcel # 6-149, more specifically described in Exhibit A (the "Property");

WHEREAS, said renovations are required to secure Burlington Coat Factory Inc. as a principal tenant at the Property;

WHEREAS, the Property is located in Tax Increment Finance District No. 16 ("TIF 16");

WHEREAS, RDA desires to see the Property redeveloped into an active commercial development to spur additional investment on Military Avenue and additional 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. DEVELOPER agrees to a substantial partial renovation of a 75,000 square foot former grocery store located on the Property into a new commercial retail use in accordance with this Agreement ("Project"). The total construction costs will be approximately \$3.5 million.
- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than August 1, 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 January 1, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
 - C. The CITY will cooperate and use reasonable efforts with respect to any and all permits necessary for completion of the Project.
 - 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. FINANCIAL ASSISTANCE

- A. Beginning in 2014, CITY shall reimburse the DEVELOPER for fifty percent (50%) of new incremental taxes in an amount not to exceed \$40,000.00 per year for the Property. The reimbursement shall be for either a period of ten years or an amount not to exceed a cumulative value of \$400,000, whichever comes first. This reimbursement shall be known as the Annual TIF Payment.
- B. This assistance package includes any and all further improvements to the Property for the ten-year period including any additional building improvements or outlot development at the project site including any lot-splits originating from the Property.
- C. The Annual TIF Payment shall be calculated by subtracting the actual real property taxes paid on an annual basis from the actual real property taxes paid on the Base Tax Value. The Base Tax Value is the 2013 assessed value for the Property, which is \$1,650,000. Real property taxes do not include any special assessments, special taxes, special charges, or personal property taxes.
- D. The Annual TIF Payment shall be paid to the DEVELOPER within 30 days following the RDA and CITY receiving proof from DEVELOPER that the annual real estate tax bill for the Property has been paid in full.

III. 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 representatives with respect to its subject matter

shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

Neufeld Enterprises II, LLC

EXHIBIT A
LEGAL DESCRIPTION

**EXHIBIT B
CONCEPT PLAN**

**REPORT OF THE
TRAFFIC COMMISSION
July 30, 2013**

The Traffic Commission having met Monday, June 17, 2013, considered all matters on its agenda and wishes to report and recommends the following:

1. To replace the STOP HERE ON RED signs with DO NOT BLOCK CROSSWALK signs at the left-turn lanes on Military Avenue at both West Mason Street and Shawano Avenue.
2. To receive and place on file the request to review the intersection of Dousman Street and Military Avenue, where Boland Road comes to a T-intersection at Dousman Street, specifically addressing the NO TURN ON RED sign on southbound Military Avenue.
3. To receive and place on file the request to evaluate the necessity of the traffic signal at the intersection of Henry Street and Deckner Avenue.
4. That the Traffic Engineer evaluates the flash times of the traffic signal at the intersection of Henry Street and Deckner Avenue.
5. That the removal of the NO PARKING zone on the north side of Crest Lane from Pinehurst Ave to a point 75 feet west of Pinehurst Avenue be adopted by ordinance.
6. That the establishment of a NO STOPPING OR STANDING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Crest Lane from Pinehurst Ave to a point 75 feet west of Pinehurst Avenue be adopted by ordinance.
7. That the establishment of a NO STOPPING OR STANDING 12 AM TO 3 AM SATURDAY AND SUNDAY zone on the east side of Washington Street from Doty Street to East Walnut Street be adopted by ordinance.
8. That the establishment of a NO STOPPING OR STANDING 12 AM TO 3 AM SATURDAY AND SUNDAY zone on the west side of Washington Street from Cherry Street to Pine Street be adopted by ordinance.
9. That the removal of the 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on both sides of Ernst Drive from Shirley Street to a point 415 feet south of Shirley Street be adopted by ordinance.

**REPORT OF THE
TRAFFIC COMMISSION
July 30, 2013**

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

1. To receive and place on file the report by the Police Department of the 2013 1st and 2nd quarters serious injury and fatality crashes.
2. To remove the 2-HOUR 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the east side of Pearl Street from a point 50 feet north of Walnut Street to Hubbard Street and adopt by ordinance.
3. To establish a PARKING BY PERMIT ONLY 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the east side of Pearl Street from a point 50 feet north of Walnut Street to Hubbard Street and adopt by ordinance.

REPORT OF THE FINANCE COMMITTEE
July 30, 2013

The Finance Committee, having met on Monday, July 15, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the KICC project financing procedures and timeline.
2. To receive and place on file the report of purchasing (16) vehicles through the V.A.L.U.E. Cooperative Purchasing Program in 2013 for \$332,500.
3. To give permission to the Purchasing Manager to submit the City's request of vehicles to V.A.L.U.E. cooperative vehicle program. This pre-approval does not obligate the City to purchase the vehicles.
4. To award the purchase of Fire Rescue Equipment to Paul Conway Shields & Equipment for \$41,750.
5. To hold for one month the Oneida Tribe's request to designate certain properties as tax exempt.
6. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$92,000

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
July 30, 2013**

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

1. To approve the request by Michael A. Meyer to rescind the weed control and unsightly growth charge of \$77.00 at University Avenue for Parcel 21-1249-1-3 and issue a new invoice for half the original cost in the amount of \$38.50.
2. To approve the request by Larry Phillips to rescind the early set out charge of \$57.00 at 1473 Farlin Avenue.
3. To approve the request by Ed and Dawn Frommung to rescind the weed control and unsightly growth charge of \$60.50 at 3350 Cottage Hill Drive.
4. To approve the request by Kevin Srenaski to rescind the move in/move out charge of \$140.00 at 2075-2079 Imperial Lane.
5. To approve the request by Jean DeBauche with Professional Guardianships, on behalf of Mildred Smith, to rescind the weed control and unsightly growth charge of \$110.00 at 2219 Preble Ave.
6. To deny the request by Dale Evraets to rescind the early set out charge of \$57.00 at 1055 Bader Street.
7. To deny the request by Dale Evraets to rescind the remove nuisance litter and solid waste materials charge of \$114.02 at 1055 Bader Street.
8. To approve the request by Anchor Bank to amend the Developer's Agreement for the Baird Creek Preserve subdivision and to authorize the Mayor and the City Clerk to sign the agreement.
9. To approve the request by The Sigma Group to install temporary soil borings and groundwater monitoring wells in City right-of-way in the vicinity of South Washington Street and Doty Street subject to entering into a Hold Harmless Agreement, filing the required insurance with Risk Management and to authorize the Director of Public Works to sign the agreement.
10. To approve the request by Annunciation of the BVM Parish to install pavement markings along Kellogg Street adjacent to Parcel 5-1363.
11. To approve the request by the Director of Public Works to negotiate a lease agreement with Clean Energy Fuels to lease a portion of Parcel 20-689 for the purpose of constructing a Liquefied Natural Gas (LNG) and/or Compressed Natural Gas (CNG) fueling station, to allow the Director to execute said agreement and report the terms of the lease back to the Committee at a future date.

12. To approve the request by New Leaf Market for a planning option for Parcels 9-46 and 9-47, (907 and 903 Main Street) that would fall under the same requirements as those set forth by the Redevelopment Authority for Parcel 9-48.
13. To approve the request by Craig Lemerond, HL&H, LLC, to dedicate the storm water management pond on the southeasterly corner of Kathy Drive and Paula Street, Excalibur Second Addition, to the City of Green Bay.
14. To approve the request by Green Bay Neighborhood Leadership Council to install a sculpture in City-owned right-of-way between Whitney Park and Main Street with the actual location to be approved by Department of Public Works staff.
15. To approve the request by Cyber Green to offer electronics recycling to City of Green Bay residents, with drop-off locations to be placed at the East and West Garages, beginning January 1, 2014.
16. To approve the request by Downtown Green Bay Inc. to provide and install two (2) public trash receptacles in the Washington Street district, more particularly on the 300 block of North Washington Street.
17. To approve the request by Bruce Pangborn, on behalf of the Lake Largo Condo Association, for on-site solid waste and recycling collection subject to entering into a Hold Harmless Agreement, filing the required insurance with Risk Management and to authorize the Mayor and City Clerk to sign the agreement.
18. To approve the request by Scott Selby, on behalf of Leicht's RGL Specialty, for a four-month extension to park semi trailers on Donald Street between Military Avenue and Thrush Street.
19. To approve the request by Keith Lansten & Bethann Froistad, owners of parcel 6H-3865, for an exemption to the Street Terrace Policy allowing the existing rock retaining wall to remain within the street right-of-way until which time the trees that the wall presently supports are removed.
20. To refer to staff to continue discussions with Ald. Boyce for possible revisions of the house number ordinance to include a new standard design selected by the Green Bay Fire Department.
21. To order in sidewalks on the south side of University Avenue between Humboldt Road and St. Anthony Drive utilizing the best consideration regarding the location within the right-of-way to connect to St. Anthony Drive and to minimize impacts to properties along the route.
22. To approve the request by the Department of Public Works to approve changes to the City's Bulk Waste Collection Program, which will become effective January 1, 2014.
23. To approve the request by the Department of Public Works to amend the 2013 Equipment Replacement Program in order to replace vehicle #205.
24. To approve the request by the Department of Public Works to amend the 2013 Capital Improvement Program to allow for City expenditures to build the necessary City infrastructure associated with the proposed Largo Ridge Subdivision.

To approve the request by the Department of Public Works to amend the 2013 Capital Improvement Program to remove the traffic signal repairs scheduled for the intersections of

Walnut Street and Jefferson Street, and Walnut Street and Madison Street to be reassigned to the intersections of Main Street and Manitowoc Road, and Main Street and Guns Road.

To approve the request by the Department of Public Works to amend the 2013 Capital Improvement Program to allow for the expenditure of Parking Division funds to do the implied site modifications, building razing and parking lot installation, requested on the City owned property at 418 Monroe Avenue.

25. To approve the report of the Purchasing Agent:
- A. Request approval to award the purchase of street light poles, luminaries, and misc. electrical for Tillman Bridge to three vendors: TAPCO \$59,744, Werner Electric \$2,114, and Graybar \$15,215; the total award is \$77,103.
 - B. Request approval to award the purchase of a rubber tired tractor with loader to Service Motors for \$43,200.
 - C. Request approval to award the purchase of a Pipeline Camera System to Northern Sewer Equipment Co. for \$87,210.
 - D. Request approval to award the purchase of a dump body with power liftgate to Monroe Truck Equipment for \$21,945.
 - E. Request approval to award the purchase of a sidewalk utility vehicle to Bobcat Plus, Inc. for \$58,555.
 - F. Report the commitment to purchase road salt for the 2013/2014 winter season from Morton Salt through the WisDOT state contract, for \$384,000. The City has the option to cancel up to 20% of this total (1,500 tons/\$76,800) if it is not needed by the end of the season.
 - G. Request approval to award hauling and disposal services for contaminated soil for the Monroe Avenue and Bart Starr Drive projects to Peters Concrete Company for \$33,308.
 - H. Request approval to award the purchase of one (1) single axle truck cab & chassis to Packer City for \$71,535 and two (2) tandem axle truck cabs & chassis to Quality Truck Care for \$189,794; the total award is \$261,329.
 - I. Request approval to award the purchase of dump bodies, hydraulics, tarps and equipment to Monroe Truck Equipment for \$171,869.
 - J. Request approval to award the purchase of snow plows and wings to Monroe Truck Equipment for \$79,089.
26. A. To approve to award contract GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 2 to the low responsive bidder, Synagro Central, LLC., in the amount of \$73,402.64.
- B. To approve to award contract PARKING RAMP REPAIRS – 2013 to the low responsive bidder, Central Restoration, LLC., in the amount of \$591,060.00.
- C. To approve to award contract PAVEMENT 2-13 to the low responsive bidder, Vinton Construction Co., in the amount of \$228,936.01.
- D. To approve to award contract SEWERS 5-13 to the low responsive bidder, Dorner Inc., in the amount of \$203,722.00.

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27. To approve the approval of Bridge Operation Agreement with Wisconsin Department of Transportation for the Mason Street and Walnut Street Bridges for fiscal year 2014 and to authorize the Mayor and the City Clerk to sign the bridge operation agreement.

28. To approve and authorize the following relocation payment:

VELP AVENUE FROM NORWOOD AVENUE TO MILITARY AVENUE
PROJECT ID. # 1450-04-21

Larry Gerczak Liquor Store, Inc Parcel 39	\$4,579.20
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29. To approve the request by Department of Public Works to approve the Nominal Payment Parcel Report for the acquisition of right-of-way required for Monroe Avenue (Project #1481-07-21) and authorize offers to purchase, subject to approval by Wisconsin Department of Transportation.

30. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Mike Delahaut Construction, Inc.
- B. Howard Immel, Inc.
- C. Pasanen's Services, LLC
- D. E & I Concrete Construction

31. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

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REPORT OF THE PARK COMMITTEE
July 30, 2013

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

1. To approve the request of the Navarino Neighborhood Association to install a little library and message board in Navarino Park contingent upon
 - Navarino Neighborhood Association would be responsible for all costs of the construction, materials and installation.
 - Once installed it becomes City property.
 - No advertising to be allowed.
 - Park staff approval of the layout and installation plans.
 - All materials must meet City building and inspection codes.
 - Navarino Neighborhood is responsible for managing the reading content, damage, maintenance and repairs of the Little Library and message board.
 - All proper permits and insurances being obtained.
2. To approve the acceptance of two soccer goals from the Sunrise Optimist Club for Fort Howard Park.
3. To approve the acceptance of the donation of \$25,000 from the Green Bay Sam's Club for the Little Libraries Program.
4. To refer the request by Wisconsin Public Service to release a partial easement on part of parcel 11-15-A at the northwest corner of Adams and Elm Streets back to staff and the Law Department for further review.
5. To approve a request by Eagle Scout Eric Erb to install batting cages at Perkins Park baseball field contingent upon there being no objections or concerns presented at the Perkins Neighborhood Association meeting of July 30, 2013.
6. To approve the request to paint the Bay Beach logo on the Quincy Street water tower.
7. To refer to the Planning Department the request by Ald. Steuer to look at vacant green spaces/outlots that could be looked at as potential sites for community gardens.
8. To approve the request by Ald. Danzinger to waive the rental fee for the use of the Showmobile on September 14, 2013 for the Guinness World Record Largest Zumba Class event to be held at Lambeau Field.
9. To deny the request by Ald. Kocha on behalf of Ed Langenberg to remove four Linden trees located on city property at 607 Ravenswood Drive and have the Forester examine the trees for proactive trimming methods. Also, when the trees need to be replaced, do not replace the trees with Redmond Linden trees.

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10. To have Ald. Brunette and the Friends of Colburn Pool work with staff to determine the pool design needs as well as the City's commitment to the project and to have the Director include the operating costs in the 2014 budget.
11. To receive and place on file the Director's Report.

REPORT OF THE PERSONNEL COMMITTEE
July 30, 2013

The Personnel Committee, having met on Monday, July 15, 2013 considered all matters on its agenda and reports and recommends the following:

1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Patrol Officer (2 positions) – Police Department
 - b. Civil Engineer – Public Works
 - c. Enforcement Attendant – Public Works
 - d. Custodian – Public Works
 - e. Truck Driver – Public Works
 - f. Sanitation Laborer – Public Works
 - g. Maintenance Specialist III/Carpenter – Park, Recreation & Forestry

2. To hold the recommendation for a 2% general salary increase for the following employee groups, effective with the start of the payroll period in which October 1, 2013 occurs until the next Personnel Committee meeting.
 - a. Administrative
 - b. Bay Area
 - c. Crossing Guards
 - d. Electricians
 - e. Inspectors
 - f. Parks and Forestry Maintenance
 - g. Public Works Labor
 - h. Seasonal

3. To hold the request to reclassify the Assistant Fire Chief position from Administrative Pay Grade 40 to Administrative Pay Grade 41 until the next Personnel Committee meeting.

4. To approve the request to reclassify two positions in the Community Services Department, Housing Division as follows:
 - a. Senior Property Manager position from Administrative Pay Grade 32 to Administrative Pay Grade 33. Motion carried 3-1 with Ald. Nicholson voting no.
 - b. Property Manager position from Administrative Pay Grade 31 to Resident Services Coordinator, Administrative Pay Grade 28. Motion carried 3-1 with Ald. DeWane voting no.

5. To approve the reimbursement of actual moving expenses from the Fire Department budget for Fire Chief David Litton in an amount not to exceed \$12,908.28. Motion carried 3-1 with Ald. Nicholson voting no.
6. To approve a transition plan for implementation of the revised escrow account provision. Motion carried 3-1 with Ald. DeWane voting no.
7. To hold the review of the Hook and Ladder Program until the next Personnel Committee meeting with reports back from the Fire Department on the status of the Hook and Ladder pilot program, and from the City Attorney on the options clarifying City Council authority.
8. To hold the request by Ald. Nicholson to review the Animal Control Service Contracts with the Villages of Allouez and Ashwaubeneon and the City of DePere until the next Personnel Committee meeting.
9. To receive and place on file the report of routine Personnel Actions for regular employees.
10. To direct staff to meet with Bay Area Municipal Employees, Local 1889, AFSCME representatives to review City policies.

PROTECTION & WELFARE COMMITTEE REPORT July 30, 2013

The Protection & Welfare Committee, having met on Monday, July 1, 2013 considered all matters on the agenda and wishes to report and recommend the following:

4. To receive and place on file the request by Ald. Steuer to discuss the progress of the HOPE Task Force on homelessness.

The Committee also approved the following by the authority granted to them by the City Council on June 18:

1. To approve the notice of the change of agent for Kocoro, LLC at 301 N. Adams Street with the approval of proper authorities.
2. To approve the application for a "Class B" Combination License by BS & KS Enterprises, LLC at 813 S. Broadway with the approval of the proper authorities. (Transfer from RooBee Entertainment Group, LLC)
3. To approve the application for one of seven available "Class B" Combination License by Denis La at 418 S. Military Avenue with the approval of the proper authorities.

PROTECTION & WELFARE COMMITTEE REPORT July 30, 2013

The Protection & Welfare Committee, having met on Monday, July 15, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To postpone until the next meeting the application for a "Class A" Liquor and a Class "A" Beverage License by Krist Oil Company at 1369 E. Mason Street.
2. To approve the application for one of six available "Class B" Combination License by J3MBC, LLC at 201 N. Washington Street, contingent upon plan approval prior to the next Common Council meeting, and with the approval of proper authorities.
3. To approve the application for one of five available "Class B" Combination License by DNS Entertainment LLC at 2056 Main Street, contingent upon applicant executing a security plan and stipulation prior to the next Common Council meeting, and with the approval of proper authorities.
4. To approve the renewal application for a Class "B" Beverage License by Jesus Madrigal at 1207 E. Mason Street with the approval of the proper authorities.
5. To approve the renewal application for a Class "A" Beverage License by La Herradura, Inc. at 1715 University Avenue with the approval of the proper authorities.
6. To approve the notice of the change of agent and officer for Witches Den LLC at 1623 Cass Street with the approval of the proper authorities.
7. To approve the request by Green Bay Sport Service, 1265 Lombardi Avenue, to amend their liquor license to include the south end zone expansion with the approval of the proper authorities.
8. To approve the request by Green Bay Sports Service, 1265 Lombardi Avenue, to hold an outdoor event in their parking lot on August 3. The approval of the request is subject to complaint.
9. To deny the request by Hagemeister Park, 325 N. Washington, to amend their liquor license to include a portion of the City Deck behind the premises.
10. To receive and place on file the request by Ald. Tim De Wane to discuss outdoor fencing at Hagemeister Park, 325 N. Washington, with possible action.
11. To approve the request by JD's Bar, 715 S. Broadway, to hold an outdoor event on August 24, 2013. The approval of the request is subject to complaint.

12. To approve the request by Greger's Bad Habit Saloon, 704 Bellevue, to hold an outdoor event on August 17. The approval of the request is subject to complaint.
13. To approve the request by the owner's of Cropsey's On State, 1336 State Street, to hold an outdoor event on August 24, with music until 1:00 a.m. The approval of the request is subject to complaint.
14. To approve the request to keep three dogs at 2477 Deckner Avenue, with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
15. To approve the appeal by Edward L. Richter to the denial of his operator license application with the stipulation that another licensed operator works with him.
16. To deny the request by Ald. Boyce for adoption of a city-wide saggy pants policy, with possible action.
17. To approve as amended the request by the Police Department to amend Green Bay Municipal Code 6.07 relating to the regulation of junk dealers.

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

July 30, 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

Alavez, Maricruz A	Challe-Labs, Michelle J	Ehlers, Amanda K
Alderton, Jeffrey J	Chamberlain, Robert J	Esbona, Kimberly
Allen, Anne M	Chambers, Cheryl L	Espinosa, Thomas M
Atherton, Doris J	Cherney, Joseph M	Everard, Matthew J
Baenen, Tyler J	Chouinard, Samantha J	Fairbairn, Charlotte F
Bailey, Jason L	Christnot, Richard A	Farmer, Jr., Dennis M
Bain, Diana L	Cleereman, Sue E	Forst, Patrick W
Bakke, Shane D	Colletta, Chrisanna M	Freier, Penny J
Banger, Sikander L	Conoley, Nathan W	Frisch, Zachary J
Bartella, Anne Marie E	Crooks, Brandon J	Frisque, Karen M
Baye, Karen A	Cusatis, Thomas G	Gebhart, Karla C
Becker, Sadie L	Daanen, Kim M	Georgia, Casey R
Beilke, Jordan EJ	Dally, Thomas A	Gerhartz, Brian R
Beirl, Amber K	Damp, Jennifer L	Gerlach, David C
Bell, Ashley M	Daniell, Wendy E	Geyer, Suzanne V
Besaw, Mary A	Davis, Gregory A	Gezella, Chad R
Billotte, Sylvia	Debban, Patti L	Goetz, Allen K
Bonville, Jr., Patrick F	DeGrave, Janel R	Goetz, Frederick J
Borchers, Michael R	Dehart, Samantha R	Gorzelanczyk, JoLinda
Boucher, Patrick A	Delemater, Judith A	Govek, Michael J
Boulanger, Sean A	DeMeuse, Megan J	Grabowsky, Jill M
Boyd, Ryan L	Denardo, Brigina A	Gracer, Nicholle C
Bressers, Christina A	Deterville, Kathy M	Greene, Diane G
Bretzman, Steven J	Dethardt, Patti A	Greer, Kimberly A
Bristol, Haley M	Diamantte, Darla L	Groeschel, Richard P
Brosz, Susan M	Diring, Gregory L	Groose, Vicki A
Bucholz, Wesley C	Dorff, Michael P	Gross, James B
Burke, Thomas R	Dow, Marissa R	Grutza, Hannah C
Caelwaerts, Allyssa M	Doyle, Haleigh E	Gullickson, Amanda M
Camps, Nancy J	Dufek, Steven L	Hagenow, Leilani L
Cantwell, Patrick O	Dufour, Judith A	Hammer, Jamie L

Hammer, Randall L
Hanson, Carl A
Harper, Jenna M
Hartman, America E
Hazaert, Heather M
Heider, Ricky L
Heiland, Cheryl J
Helland, Alvin F
Hemming, Tammy L
Hendricks, Kim L
Hendricks, Wanita M
Herman, Mary Jo A
Herrera, Albino
Herrera, Maria C
Hill, Ashley M
Homme, Elizabeth S
Jablonicky, Kiersten L
Jakubowski, Karen A
James, Ann M
Jarvey, Laurie L
Jaworski, Carol J
Jensky, Marissa L
Johnson Sr, Randall L
Johnson, Erik R
Johnson, Jennifer R
Johnson, Shanie L
Johnston, Dan J
Jonet, Ben R
Jorgensen, Susanne M
Kadletz, Jenean L
Kaminski, Bonita L
Karsten, Andrew C
Kasal, Charles D
Katers, Etta M
Kesler, Kathleen M
Khot, Shilpa K
Killoran, Kathryn S
Kinsella, Paul R
Klementz, Elizabeth M

Kluck, Doug J
Koch, Twyla G
Koeller, Robin L
Koenig, Cheryl A
Koetting, Jacqueline M
Kolar, Benjamin M
Koltz, Kathleen J
Kone, Marla W
Kopatz, Kandace M
Korb, Jennifer L
Kraucunas, Kimberly A
Krcma, Lori J
Kuiawa, Dominic J
Kuske, James F
Kuss, Alexandra J
Lambert, Sharon M
Lang, Joseph A
Lange, Nathan R
Larsen, Jennifer A
Larson, Irene A
LaTour, John P
Lee, Amanda M
Leiterman, Christine M
LeMense, Kimberly L
Lentz-Webb, Daisy
LeSage, Chelsea R
Lewandowski, Dorothy M
Lewis, Autumn M
Liggins, Lisa A
Lindberg, Brittney R
Llewellyn, Cheri L
Loberger, Wendy L
Lor, Katie M
Lund, Kimberly S
Lutzen, Rebecca L
Maass, Susan C
Maccoux, Michelle L
MacMurray, Michelle L
Maisel, Rebecca E

Markham, Kenlyn T
Maronek, Jennifer R
Marsch, Julitta A
Martell, Elizabeth A
Martin, Tyler J
Martinez, Lisa A
Masciotra, Kristy L
McConville, Joseph P
McLean, Beth I
Meeuwssen, Melanie R
Mertes, Kristina M
Metoxen, Sky R
Meverden, Patrick D
Michalec, Stacey L
Minor, Tracy M
Mitchell, Kallista E
Morse, Bailey JV
Mueller, Sandra L
Muller, Gregory P
Nannemann, Ashley M
Nelson, Nicole J
Nelson, Tina A
Nicholas, Denise L
Niemi, Matthew W
Noe, Heather L
O'Donnell, Dennis N
O'Donnell, Joanne H
Olp, Jason T
Pagel, Tiarra M
Palmer, Kim M
Palmer, Lori J
Paronto, Amy L
Patterson, Amanda G
Pauls, Jodie L
Perez, Leeann E
Peronto, Brea Lea
Peterman, Deanne L
Philbrick, Zechari J
Phillips, Carl D

Pier, Corine M
Pier, Cynthia A
Pigeon, Kathryn
Plautz, Matt S
Ponschok, Ashley M
Porter, Brian A
Pothast, Diane E
Powers, Keith R
Pryes, Liz D
Rahmlow, Rachel A
Reckelberg, Kenneth H
Reed, Richard S
Reis, Randee F
Richter, Ardith A
Riemer, Patrick R
Ritter, Gregory S
Roberts, Brian A
Robinson, Summer L
Robishaw, Trista J
Rohan, Barbara L
Ropson, Todd A
Rosenow, Malinda L
Rouse, Amanda K
Saivong, Sarah S
Sandberg, Angela C
Sandmire, Kurtis T
Schauer, Benjamin J
Schauer, Nathaniel J
Schiebel, Bryan
Schmidt, Patricia A
Schmidt, Tricia M
Schmidt, William E
Schneider, Anthony M
Schnurer, Lacey A
Schounard, Erin E
Schultz, Catherine C
Schultz, Rena A
Schwab, Melanni A
Schwalbe, Jon A

Schwedrsky, Donald R
Sense, Ronald J
Sense, Sharee C
Sidlauskas, Ashley E
Siegmond, Julie A
Skenandore, Scott H
Smith, Holly L
Smits, Benjamin J
Smits, Troy J
Snow, Jodi L
Solis, Christine S
Spejcher, Kellie L
Spencer, Nancy C
Spinler, Courtney L
Stary, Jayne E
Steen, William L
Stephenson, Kathryn J
Sterckx, Amy L
Storzer, Ken C
Streu, Dana N
Stutleen, Nichol M
Tennie, John O
Thiry, Pamela J
Thornton, Paul M
Titel, Michael E
Traversa, Joanne L
Tryon, Barb A
Ullmer, Brett A
Valentine, Faye M
Valentyn, Daniel J
Valentyn, Michael L
Van Denack, Elizabeth A
Van Pay, Ramanda R
VanBoxel, James T
VanBoxel, Laura J
Vanden Eng, Kim I
VandenBusch, Jr., Gerald A
Vandertie, Ann M
VanEnkenvoort, Felix A

VanGruensven, Tami L
VanLieschout, Sharon M
VanRite, Paul L
Verhagen, Stacy L
Vernosh, Tina L
Verstegen, Joshua R
Vincent, Richard J
Voigt, Lori Ann M
Waslowski, Stanley J
Watermolen, Nicole M
Watzka, Kelly G
Webb, Bertha J
Weihbrecht, Lillian M
Weisnicht, David R
Welker, Douglas W
Westberg, Robert J
Westcott, Chiyo
Willison, Tina L
Wilmet, Laurie A
Wilson, Casey R
Wipperfurth, Kura M
Wipperfurth, Kurt R
Wittkopf, Jeffrey M
Wolf, Angela M
Wudstrack Stelzer, Judith A
Zastrow, Charmaine D
Zeitler-Munez, Judith E
Zentmeyer, Chuck W
Zernicke, Joel L
Ziehms, Ronda B
Zoch, Amanda M

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

July 30, 2013

Resolution No. _____

**Resolution Approving Actions Necessary for
the Sale and Issuance of Lease Revenue Bonds
by the Redevelopment Authority of the City of Green Bay
for the KI Convention Center Expansion**

WHEREAS, on July 23, 2013, the Redevelopment Authority of the City of Green Bay, Wisconsin (the “**Authority**”) adopted an initial resolution attached hereto as Exhibit A and made a part hereof (the “**Initial Resolution**”), authorizing all actions necessary to provide for the issuance of lease revenue bonds (the “**Bonds**”) for the purposes of financing an additional portion of the Municipal Development Costs, including the expansion of the KI Convention Center (the “**Project**”), as fully described in the Initial Resolution; and

WHEREAS, the City of Green Bay, Wisconsin (the “**Municipality**”), intends to support the Project and the issuance of the Bonds in furtherance of its obligations under the Cooperation Agreement and the Pledge and Security Agreement, each as described in the Initial Resolution.

NOW, THEREFORE, be it resolved by the Municipality’s Common Council (the “**Governing Body**”) as follows:

Section 1. Approval of Bonds and Project.

For the purposes of fulfilling the terms of the Cooperation Agreement and the Pledge and Security Agreement, and to pay an additional portion of the Municipal Development Costs, including the Project, the Governing Body hereby authorizes and approves all actions by the Authority to issue the Bonds and to complete the Project.

Section 2. Authorization to Act.

The officers of the Municipality, attorneys for the Municipality, and other agents or employees of the Municipality are each hereby authorized to do all acts and follow any necessary procedures required of them by this resolution to facilitate the issuance of the Bonds and the completion of the Project, including entering into any and all documents or certificates relating to the Bonds or the Project and facilitating financial contributions to the Project in the form of grants or donations from outside sources.

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Section 3. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules, or other actions of the Governing Body or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: July 30, 2013

Approved: July ____, 2013

Mayor

Clerk

EXHIBIT A

Authority's Initial Resolution

[Attached]

REDEVELOPMENT AUTHORITY
OF THE
CITY OF GREEN BAY, WISCONSIN

July 23, 2013

Resolution No. 639

**Initial Resolution Authorizing Actions Necessary
for the Sale and Issuance of Lease Revenue Bonds
for the KI Convention Center Expansion**

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**") is a redevelopment authority organized by the City of Green Bay, Wisconsin (the "**Municipality**"), under Section 66.1333 of the Wisconsin Statutes, as amended (the "**Redevelopment Act**"), and is authorized by the Redevelopment Act:

- (a) to acquire property necessary or incidental to an urban renewal program and to lease, sell, or otherwise transfer such property to a public body or private party for use in accordance with a redevelopment plan;
- (b) to enter into contracts determined to be necessary to effectuate the purposes of the Act;
- (c) to issue revenue bonds to finance its activities; and
- (d) to issue refunding bonds for the payment or retirement of such bonds; and

WHEREAS, in its resolution adopted on November 18, 1997, the Authority approved a redevelopment plan (the "**Redevelopment Plan**") in respect of a redevelopment area known as the Downtown Green Bay Redevelopment District (the "**Redevelopment Area**"), the boundaries of which were designated by the Authority in its resolution adopted on October 14, 1997, declaring such area to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act; and

WHEREAS, the Municipality's governing body declared the Redevelopment Area to be blighted within the meaning of the Redevelopment Act in its resolution, adopted by a two-thirds vote, on October 21, 1997, and approved the Redevelopment Plan in its resolution, adopted by a two-thirds vote, on December 2, 1997; and

WHEREAS, the Authority and Brown County, Wisconsin (the "**County**") thereafter undertook discussions and negotiations relating to (i) the expansion of existing conference facilities and development of a convention center; (ii) the land acquisition, assembly, and preparation necessary for such expansion and development; (iii) mechanical systems necessary to serve the structures included in such expansion and development; and (iv) all other

construction, improvements, and activities related to the foregoing (the "**Municipal Development**") located in the Redevelopment Area on a site designated at the northeast corner of the intersection of Adams Street and Main Street in the City of Green Bay, Wisconsin (the "**Municipal Development Property**"), for the purpose of inducing the development of adjacent and other private property in the Redevelopment Area (the "**Development**"); and

WHEREAS, to aid in the development and renewal of the Redevelopment Area in accordance with the Redevelopment Plan, the Authority entered into a Cooperation Agreement dated as of July 1, 1999 (the "**Cooperation Agreement**") with the County, the Municipality, the City of De Pere, Wisconsin, the City of Allouez, Wisconsin, the Village of Ashwaubenon, Wisconsin, the City of Howard, Wisconsin, the Green Bay Area Room Tax Commission, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin, to provide funding for all or part of various expenditures with respect to real property in the Redevelopment Area (the "**Municipal Development Costs**"); and

WHEREAS, for the purpose of financing or refinancing the Municipal Development Costs in accordance with the Cooperation Agreement the following series of obligations (collectively, the "**Prior Bonds**") have been issued under an Indenture of Trust, dated as of July 1, 1999 (the "**Indenture**"), as supplemented in connection with the issuance of the Series 2006 Bonds (defined below), between the Authority and Associated Trust Company, National Association, as trustee:

- (a) \$11,755,000 Redevelopment Authority of the City of Green Bay (Wisconsin) Lease Revenue Bonds, Series 1999A ("**Convention Center Project**"), dated August 11, 1999 (the "**Series 1999 Bonds**");
- (b) \$12,120,000 Redevelopment Authority of the City of Green Bay (Wisconsin) Lease Revenue Refunding Bonds, Series 2006 (Convention Center Project), dated March 1, 2006 (the "**Series 2006 Bonds**"); and

WHEREAS, the Authority and the County have entered into a Lease, dated as of July 1, 1999, as amended and supplemented in connection with the issuance of the Series 2006 Bonds (collectively, the "**Lease**"), pursuant to which the Authority has leased the Municipal Development Property to the County for use in accordance with the Redevelopment Plan and provided for rental payments by the County in amounts sufficient to pay the Prior Bonds; and

WHEREAS, the County, the Green Bay Area Room Tax Commission, and each of the municipalities that are party to the Cooperation Agreement also entered into the Pledge and Security Agreement, dated as of July 1, 1999, pursuant to which said municipalities pledged net room taxes to the County for purposes of paying the debt service under the Lease on the Prior Bonds and additional bonds to be issued under the Indenture; and

WHEREAS, the Series 1999 Bonds were redeemed on June 1, 2009; and

WHEREAS, the Lease contemplates the issuance of additional bonds and additional leasehold property; and

WHEREAS, the Authority now desires to fund an additional portion of the Municipal Development Costs by selling and issuing its lease revenue bonds pursuant to the Redevelopment Act to finance further expansion of the Municipal Development Property, now known as the KI Convention Center, and related costs (the "Project"); and

NOW, THEREFORE, be it resolved by the Commissioners of the Authority as follows:

1. Issuance of Bonds; Bond Documents.

For the purposes of fulfilling the terms of the Cooperation Agreement and the Lease, and to pay an additional portion of the Municipal Development Costs, including the Project, the Authority is hereby authorized and directed to take all necessary actions to issue its lease revenue bonds in a principal amount sufficient to complete the Project, together with additional outside funds available for the Project (the "Bonds"), including entering into supplements to the Lease and all other documents and certificates relating to the issuance of the Bonds. The terms of the Bonds will be set forth in a final bond resolution and issued pursuant to a second supplement to the Indenture, each to be approved by the Authority.

2. Authorization to Act.

The Commissioners of the Authority, attorneys for the Authority, and other agents or employees of the Authority are each hereby authorized to do all acts and follow all necessary procedures required of them by this resolution for the full, punctual, and complete performance of all the provisions of this resolution.

3. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules, or other actions of the Authority or any parts thereof in conflict with the provisions of this resolution shall be, and the same hereby are, rescinded insofar as the same may so conflict. In the event that any one or more provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution. This resolution shall take effect immediately upon its adoption and approval in the manner provided by law.

Adopted: July 23, 2013



Chairperson *Henry Mares*



Secretary *P. Robert Strong*

CERTIFICATIONS BY SECRETARY

I, P. Robert Strong, hereby certify that I am the duly qualified and acting Secretary of the Redevelopment Authority of the City of Green Bay, Wisconsin (the “**Authority**”), and as such I have in my possession, or have access to, the complete corporate records of said Authority and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

**Initial Resolution Authorizing Actions Necessary
for the Sale and Issuance of Lease Revenue Bonds
for the KI Convention Center Expansion**

I do hereby further certify as follows:

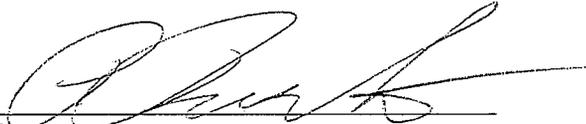
1. **Meeting Date.** On July 23, 2013, a meeting of the Governing Body was held commencing at 1:30 p.m.
2. **Posting.** On July 19, 2013 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Authority’s offices in Green Bay, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On July 19, 2013 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice.
4. **Open Meeting Law Compliance.** Said meeting was a special meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson (the “**Presiding Officer**”), who chaired the meeting. Upon roll call I noted and recorded that there were 5 members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, 5 of the Governing Body members voted Aye, 0 voted Nay, and 0 Abstained.

-i-
14/8

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of Governing Body members in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the Resolution.

IN WITNESS WHEREOF, I have signed my name hereto as of July 24, 2013.

[No Seal]



Secretary

FINAL PAYMENTS RESOLUTION
July 30, 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. BAIRD CREEK BIKE/PEDESTRIAN TRAIL, N. DANZ AVENUE TO BAIRD CREEK ROAD

K&L Construction, Inc.

TOTAL AMOUNT EARNED:	\$ 252,351.47
LESS AMOUNT RETAINED:	\$ <u>0.00</u>
	\$ 252,351.47
LESS AMOUNT PREVIOUSLY PAID:	\$ <u>246,290.78</u>
AMOUNT DUE THIS ESTIMATE:	\$ 6,060.69

ACCOUNT NUMBERS

401-60-600-608-53001-000000-000-97501: \$6,060.69

PO #104398

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

mms

14-7

**RESOLUTION APPROVING RELOCATION PAYMENT
FOR VELP AVENUE FROM NORWOOD AVENUE
TO MILITARY AVENUE
JULY 30, 2013**

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

To approve and authorize the following relocation payment:

VELP AVENUE FROM NORWOOD AVENUE TO MILITARY AVENUE
PROJECT ID. # 1450-04-21

Larry Gerczak Liquor Store, Inc
Parcel 39

\$4,579.20

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

jld

RESOLUTION IN SUPPORT OF THE
FOX-WISCONSIN HERITAGE PARKWAY

July 30, 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 will not support any interference with private property owner rights within the Fox-Wisconsin Heritage Parkway, and specifically opposes the condemnation or rezoning of existing property within the Parkway.

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 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

bc

RESOLUTION APPROVING THE
DEVELOPMENT AGREEMENT WITH
NEUFELD ENTERPRISES II, LLC,
FOR PARCEL NUMBER 6-149, LOCATED
AT 1616 WEST MASON STREET
(BURLINGTON COAT FACTORY)

July 30, 2013

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

WHEREAS, the Common Council has created TIF No. 16 District and adopted a project plan for the district; and

WHEREAS, the Burlington Coat Factory project is located within the TIF No. 16 District and complies with the project plan for TIF No. 16 previously adopted by the Redevelopment Authority and Common Council; and

WHEREAS, the Redevelopment Authority has approved the development agreement for the Burlington Coat Factory project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the Development Agreement subject to technical legal adjustments to the agreement as may be deemed necessary by the parties' counsel; and

BE IT FURTHER RESOLVED that the Redevelopment Authority is authorized to take all actions necessary to carry out obligations of the Development Agreement.

Adopted _____

Approved _____

Mayor

Clerk

bc

Attachment – Development Agreement

**DEVELOPMENT AGREEMENT
BURLINGTON COAT FACTORY
1616 West Mason Street**

THIS 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 **Neufeld Enterprises II, LLC**, (hereinafter called the "DEVELOPER"). The RDA, CITY and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, DEVELOPER seeks to undertake approximately \$3.5 million of renovations of real property located at 1616 West Mason Street, City of Green Bay, Brown County Parcel # 6-149, more specifically described in Exhibit A (the "Property");

WHEREAS, said renovations are required to secure Burlington Coat Factory Inc. as a principal tenant at the Property;

WHEREAS, the Property is located in Tax Increment Finance District No. 16 ("TIF 16");

WHEREAS, RDA desires to see the Property redeveloped into an active commercial development to spur additional investment on Military Avenue and additional 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. DEVELOPER agrees to a substantial partial renovation of a 75,000 square foot former grocery store located on the Property into a new commercial retail use in accordance with this Agreement ("Project"). The total construction costs will be approximately \$3.5 million.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than August 1, 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 January 1, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate and use reasonable efforts with respect to any and all permits necessary for completion of the Project.
- 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. FINANCIAL ASSISTANCE

- A. Beginning in 2014, CITY shall reimburse the DEVELOPER for fifty percent (50%) of new incremental taxes in an amount not to exceed \$40,000.00 per year for the Property. The reimbursement shall be for either a period of ten years or an amount not to exceed a cumulative value of \$400,000, whichever comes first. This reimbursement shall be known as the Annual TIF Payment.
- B. This assistance package includes any and all further improvements to the Property for the ten-year period including any additional building improvements or outlot development at the project site including any lot-splits originating from the Property.
- C. The Annual TIF Payment shall be calculated by subtracting the actual real property taxes paid on an annual basis from the actual real property taxes paid on the Base Tax Value. The Base Tax Value is the 2013 assessed value for the Property, which is \$1,650,000. Real property taxes do not include any special assessments, special taxes, special charges, or personal property taxes.
- D. The Annual TIF Payment shall be paid to the DEVELOPER within 30 days following the RDA and CITY receiving proof from DEVELOPER that the annual real estate tax bill for the Property has been paid in full.

III. 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 representatives with respect to its subject matter

other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

- 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:

Neufeld Enterprises II, LLC
320 S. Military Ave.
Green Bay, WI 54303

To RDA:

Redevelopment Authority
of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To CITY:

City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

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

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but

shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

Neufeld Enterprises II, LLC

**EXHIBIT A
LEGAL DESCRIPTION**

174

**EXHIBIT B
CONCEPT PLAN**

RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 710 VANDERBRAAK STREET
(ZP 13-02)

July 30, 2013

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

That, pursuant to Zoning Petition 13-02 and the recommendation of the Plan Commission on June 24, 2013, the City of Green Bay does authorize a conditional-use permit to allow for operation of a minor auto repair in a General Industrial (GI) District located on the following described property at 710 Vanderbraak Street:

Tax Parcel Number 20-291: Eastmans Addition, Lots 1, 2, 3, 9, 10, and vacated alley adjacent, Block 69, except J4566-46 for road

Said conditional-use permit shall be granted subject to:

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and approval.
- b. All vehicle parts, including tires, shall be stored inside of an enclosed building.
- c. Compliance with the submitted operation plan and submitted site plan.
- d. There shall be no expansion of the conditional use without Plan Commission and City Council approval.

Adopted _____

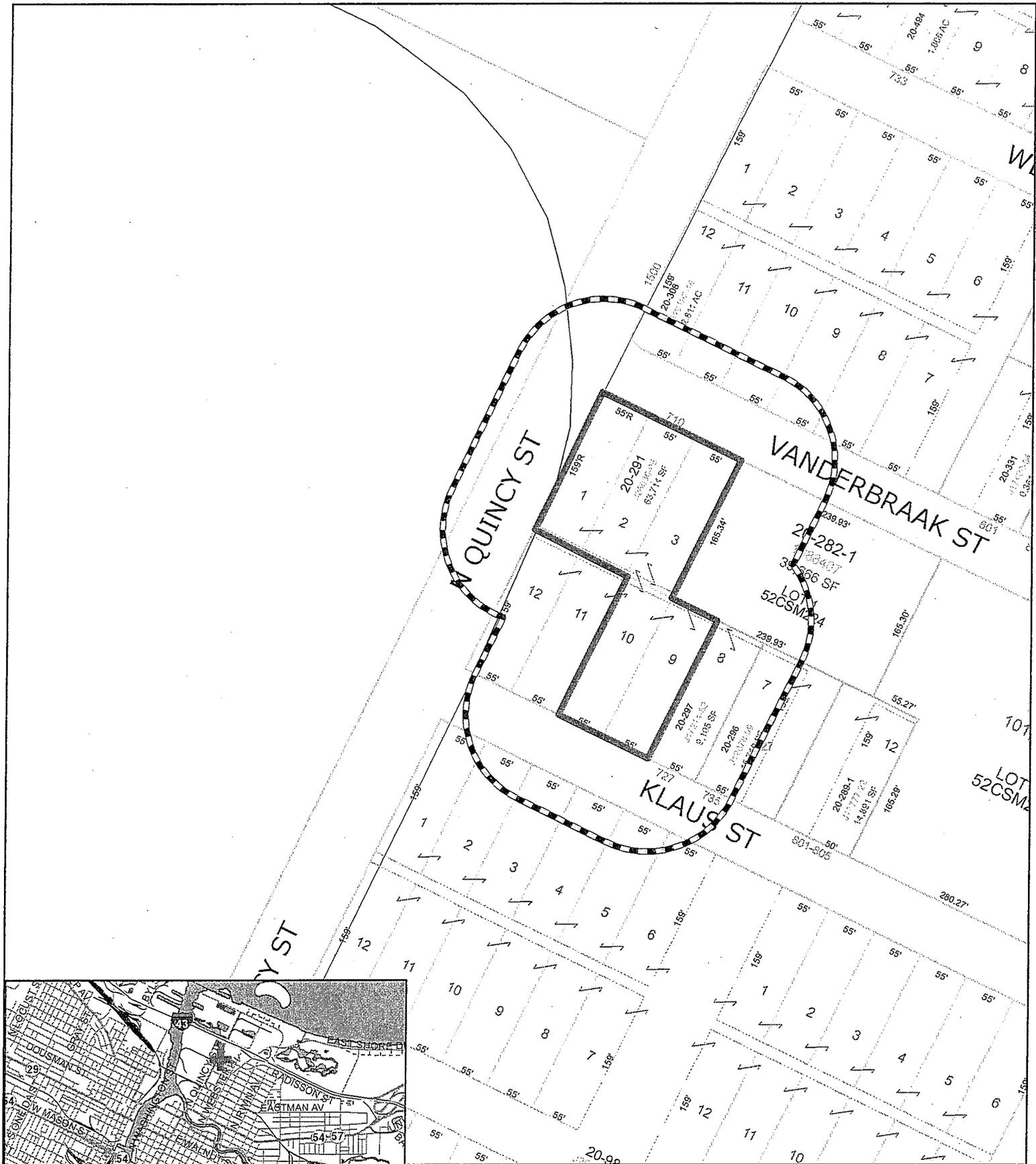
Approved _____

Mayor

Clerk

bc

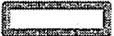
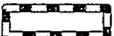
Attachment – Map



Zoning Petition (ZP 13-02)
Request to authorize a Conditional Use Permit (CUP) to operate a minor auto repair in a
General Industrial (GI) District located at 710 Vanderbraak Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. P.N. June 2013. \Planning\CityZPM\2013\ZP13-02



-  Subject Area
-  100' Notice Area

184

RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1233 SHADOW LANE
(ZP 13-06)

July 30, 2013

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

That, pursuant to Zoning Petition 13-06 and the recommendation of the Plan Commission on June 24, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a Transient Residential use located on the following described property at 1233 Shadow Lane:

Tax Parcel Number 1-2216: Deneys Subd. #4, Lot 8, Block 1

Said conditional-use permit shall be granted subject to compliance with the development standards found in Section 13-1602(j), Green Bay Municipal Code.

Adopted _____

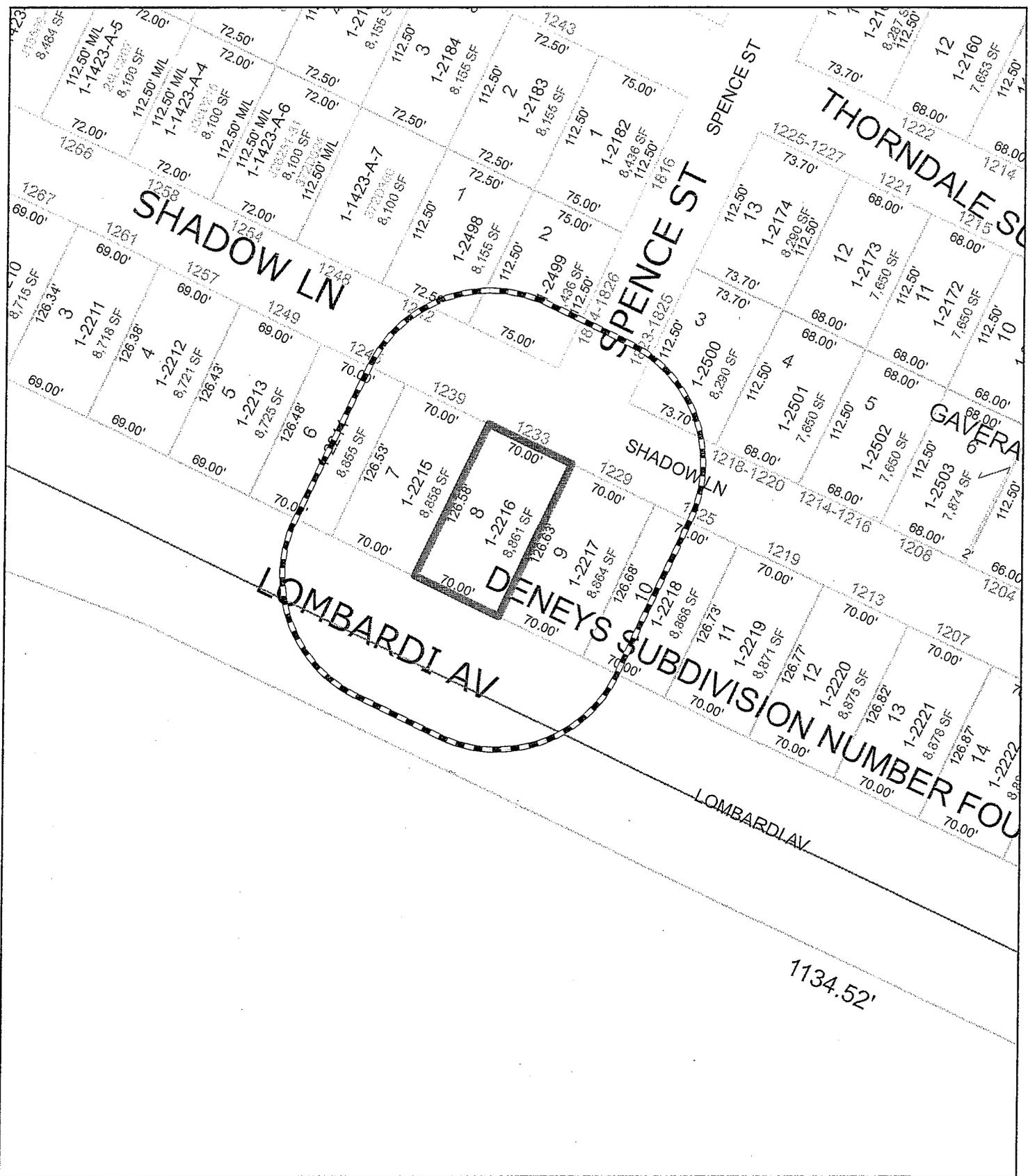
Approved _____

Mayor

Clerk

bc

Attachment – Map



**Zoning Petition (ZP 13-06)
Request for a Conditional Use Permit (CUP) for a Transient
Residential Use located at 1233 Shadow Lane**

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
P.N. June 2013. X:\Planning\City\ZPMaps\2009\ZP13-06*



Subject Area
100' Notification Area



190

RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL IN THE 2000 BLOCK OF SOUTH BROADWAY
(ZP 13-20)

July 30, 2013

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

That, pursuant to Zoning Petition 13-20 and the recommendation of the Plan Commission on July 22, 2013, the City of Green Bay does authorize a conditional-use permit to allow for construction of a substation within a General Industrial (GI) District on Tax Parcel Number 1-1407 located in the 2000 block of South Broadway.

Said conditional-use permit shall be granted subject to:

- a. Standard site plan review and approval.
- b. All applicable standards listed in Chapter 13, Green Bay Municipal Code.
- c. Gravel base course as proposed for the substation compound may be utilized for the safety and benefit of those working within the compound.

Adopted _____

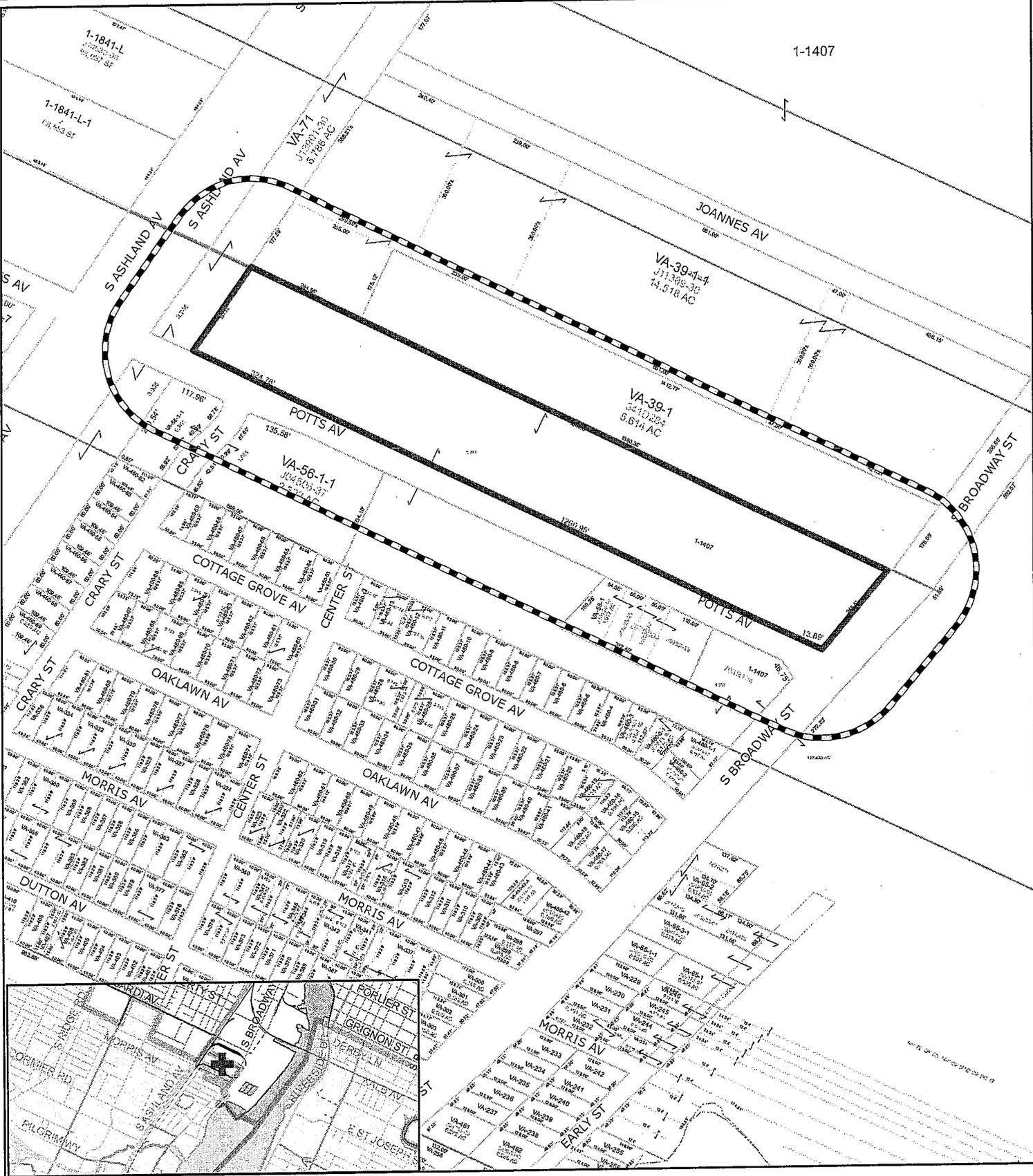
Approved _____

Mayor

Clerk

bc

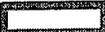
Attachment – Map



Zoning Petition (ZP 13-20)
Request to authorize a Conditional Use Permit (CUP) to
construct a substation within a General Industrial (GI) District
located in the 2000 Block South Broadway

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. P.N. July 2013. \\Planning\City\ZPMaps\2013\ZP13-20



-  Subject Area
-  200' Notice Area

Z P A

**RESOLUTION OF RECOGNITION
FRITSCH PARK NEIGHBORHOOD ASSOCIATION**

July 30, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Mayor and Common Council of the City of Green Bay, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Green Bay values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Fritsch Park Neighborhood Association has been organized by residents of the City of Green Bay with a mission statement as follows: "The Ted Fritsch Neighborhood Association is dedicated to supporting and promoting a positive quality of life in our neighborhood by;

- Identifying, encouraging, and promoting interests and concerns of the neighborhood including but not limited to safety, neighborhood improvements, and preserve those features that make the community unique;
- Representing neighborhood interests by acting as liaison to other neighborhood associations, civic entities, businesses and other groups;
- Promoting a spirit of cooperation and goodwill between neighbors and encourage people to openly communicate and participate in the exchange of ideas;" and

WHEREAS, the Fritsch Park Neighborhood Association will serve residents of the City of Green Bay in the neighborhood bounded by West Mason Street, Hillcrest Drive, and Duck Creek extended to Country Club Road.

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay, whose Mayor and Common Council are herein assembled, officially recognizes the Fritsch Park Neighborhood Association; and

BE IT FURTHER RESOLVED that the Mayor, Common Council and staff of the City of Green Bay hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

Adopted _____

Approved _____

Mayor

Clerk

GENERAL ORDINANCE NO. 14-13

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 7:00 AM – 4:00 PM SCHOOL DAYS zone:

LANGLADE AVENUE, north side, from Briquet Street to Ridge Road

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

LANGLADE AVENUE, north side, from Briquet Street to a point 90 feet west of Ridge Road

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO STOPPING OR STANDING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

LANGLADE AVENUE, north side, from a point 90 feet west of Ridge Road to Ridge Road

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

Clerk

bc

07/30/13

GENERAL ORDINANCE NO. 15-13

AN ORDINANCE
AMENDING SECTION 13-209(d)(3),
GREEN BAY MUNICIPAL CODE,
RELATING TO VOTING REQUIREMENTS
FOR THE BOARD OF APPEALS

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

SECTION 1. Section 13-209(d)(3), Green Bay Municipal Code is amended as follows:

13-209. Establishment of Zoning Board of Appeals. The Zoning Board of Appeals is established for the purpose of hearing appeals and applications and granting variances and exceptions to the provisions of this ordinance in harmony with the purpose and intent of this ordinance.

(d) Organization. The Zoning Board of Appeals shall organize and adopt rules of procedure for its own governance in accordance with the provisions of this chapter.

(3) If a quorum is present, the concurring vote of ~~two-thirds or more~~ a **majority** of the members of the Board shall be necessary to correct an error, grant a variance, make an interpretation, and permit a temporary, unclassified, or substituted 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 _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

PN:bc

07/30/13

GENERAL ORDINANCE NO. 16-13

AN ORDINANCE
AMENDING SECTION 6.07,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE REGULATION OF JUNK DEALERS

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

SECTION 1. Section 6.07 Green Bay Municipal Code, is hereby amended as follows:

6.07 JUNK DEALERS.

(1) DEFINITIONS.

(a) "Junk" shall mean any old or scrap metal, metal alloy, synthetic or organic material, cloth, rags, clothing, paper, rubbish, bottles, rubber, furniture, inoperable motor vehicle parts, used building materials, or other discarded articles.

(b) "Junk dealer" shall mean any person or business who stores, buys, or sells any junk and maintains a yard or building as a principal place of business, excluding persons whose business is principally the sale of used vehicles, or persons dealing in secondhand articles of personal property for resale that are subject to the provisions set forth in §6.06, Green Bay Municipal Code.

(c) "Regulated Property" shall mean scrap metal, metal alloy, non-plastic pipe, copper, nonferrous metal items other than aluminum cans, stained glass, traffic signs, water meters, cemetery monument plaques, fixtures from houses of worship, catalytic converters, bicycles, bicycle frames or parts, manhole covers, including lids, grates and frames, or other articles as prescribed by the Chief of Police or a delegate.

~~(1) LICENSE. No person shall collect junk from private or public places or maintain any building, structure, yard or place for keeping, storing, or piling commercial quantities in the City, whether temporarily, irregularly, or continually or for buying or selling at retail or wholesale or dealing in any old, used, or materials which from its worn condition renders it practically useless for the purpose it was made and which is commonly classified as junk; including cloth, rags, clothing, paper, rubbish, bottles, rubber, iron, brass, copper or other metal, furniture, inoperable motor vehicle parts or other articles, whether with a fixed place of business or as an itinerant peddler, including salvage yards dealing with used building materials, and any garages, body shops, or service stations that have any partially dismantled automobiles or parts of dismantled automobiles laying on the premises without first having obtained and paid for a license as a junk dealer and collector, excluding used car lots dealing principally in the sale of used vehicles.~~

(2) APPLICABILITY. No person or business may act as a junk dealer without first obtaining a license under this subsection.

~~(2)~~ (3) APPLICATION. Every applicant for a license to engage in the business of junk dealer and collector shall file with the City Clerk, on or before January 1 of the license year, a written application upon the form prepared and provided by the City, signed by the applicant. Such application shall state:

(a) The name and residence of the applicant, if an individual, partnership, or firm; or the names of the principal officers and their residences if the applicant is an association or corporation.

(b) The length of time such applicant or any individual, firm or corporation or partnership, or the manager or person in charge, if the applicant is an association or corporation, has resided in the City; ~~the place of previous employment; whether married or single;~~ whether convicted of a felony or misdemeanor; and if so, what offense, when, and in what court.

(c) Whether the applicant or officers of applicant have previously engaged in the business for which a license is sought.

(d) The detailed nature of the business to be conducted and the kind of materials to be collected, bought, sold, or otherwise handled.

(e) The premises where such business is to be located or carried on, or where the collected articles are to be stored.

~~(3)~~ (4) INSPECTION. The City Clerk shall report such application to the Chief of Police, Fire Chief, and Inspection Department for investigation prior to approval. The Inspection Department shall inspect or cause to be inspected any Junk Dealer's premises to determine whether they comply with all the laws, ordinances, rules, and regulations. Such premises and all structures thereon shall be so situated and constructed that the business may be carried on in a sanitary condition, shall contain no fire hazards, and shall be so arranged that thorough inspection may be made at any time by the proper health, fire, building, and police authorities. The inspecting officers shall report compliance or noncompliance to the ~~City Clerk~~ Police, stating the respects in which the premises do not comply with such laws, ordinances rules, and regulations.

(4) (5) GRANTING OR REFUSING LICENSE.

(a) Issued by City Clerk. Upon filing of the application, investigation indicating compliance, approval of such applicant, and payment of the license fee, the City Clerk shall issue the applicant a license. All licenses shall be numbered in the order in which they are issued and shall state the location of the business, the date of the issuance, the expiration of the license, and the name and address of the licensee. Such license shall be issued as of January 1 of the particular license year and shall expire on or before December 31 of that same year. No license shall be transferable as to person or location.

(b) Persons Convicted of a Felony. No license shall be granted to any person or the members or officers of an association, partnership, or corporation who has been convicted within one year of the date of the application of a violation of this section, nor, subject to §§111.32(5)(a) and (h), Wis. Stats., to any person who has within three years of the date of the application been convicted of a felony reasonably related to the licensed activity.

(c) Upon a showing of non-compliance by investigation or disapproval of such application, the applicant shall be notified by the ~~City Clerk~~ **Police** and afforded an opportunity to be heard before the Protection and Welfare Committee.

~~(5)~~ **(6) FEES.** Every licensee maintaining a building, warehouse, or yard therefor **junk dealer** shall pay an annual fee of \$50. ~~The fee for each vehicle in use for junk dealing or collecting, other than hand drawn, shall be \$3 per vehicle. The fee for hand drawn vehicles used in junk dealing or collecting shall be \$1 per vehicle.~~

~~(6)~~ **(7) LICENSE TO BE DISPLAYED.**

(a) On Licensed Premises. Every holder of a license shall at all times keep the license posted in a conspicuous place on the premises described in the application. No person shall post such license upon premises other than those mentioned in the application or knowingly deface or destroy such license.

~~(7) HOURS OF JUNK COLLECTING.~~ No licensed junk collector shall collect junk on or near residential properties from the hours of 10:00 P.M. to 7:00 A.M.

(8) DAILY REPORTS OF REGULATED PROPERTY TRANSACTIONS TO POLICE.

(a) Junk dealers must submit every regulated property transaction to the police department daily in the following manner. Junk dealers must provide to the police department all required information prescribed by the Chief of Police or a delegate, by transferring it from their computer to the web server via modem designated by the Green Bay Police Department. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the junk dealer and the police department.

(b) If a junk dealer is unable to successfully transfer the required reports by modem, the junk dealer must provide the police department with printed copies of all regulated property transactions by 12:00 noon the next business day.

(c) If the problem is determined to be in the junk dealer's system and is not corrected by the close of the first business day following the failure, the junk dealer must provide the required reports, and shall be charged a daily reporting failure fee of \$10.00 until the error is corrected; or, if the problem is determined to be outside junk dealer's system, the junk dealer must provide the required reports and resubmit all such transactions via modem when the error is corrected.

(d) Regardless of the cause or origin of the technical problems that prevented the junk dealer from uploading the regulated property transactions, upon correction of the problem, the junk dealer shall upload every regulated property transaction from every business day the problem has existed.

(e) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

(f) Subsection (9) shall not apply to businesses which had less than 50 regulated property transactions in the past calendar year. However, any such junk dealer must follow the daily reporting procedure for each regulated property transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the regulated property transaction.

~~(8) (9) NON REGULATED PROPERTY RECORDS TO BE KEPT FOR POLICE INSPECTION. Every licensee shall keep such forms as the Chief of Police or a delegate may prescribe, which shall be open to the Chief of Police or a delegate. Whenever a motor vehicle is purchased, or any parts thereof, the serial number on the body or part shall be preserved, and the style of body, model, color, and license number of any car purchased shall be retained. No dealer shall wreck, tear down, paint, or otherwise destroy the identity of or dispose of, or allow to be taken out of the dealer's possession any second hand motor vehicle until five days after the same comes into the dealer's possession unless granted special permission to do so by the Chief of Police.~~

(9) (10) PURCHASE WHERE NUMBER DEFACED. No licensee shall buy, sell, or receive, dispose of, conceal, or possess any motor vehicle, part, or accessory from which the manufacturer's serial number or any other number of identification mark has been removed, defaced, covered, altered, or destroyed for the purpose of concealing or misrepresenting the identity of such vehicle, part, or accessory. Every licensee to whom is offered for sale, storage, or wreckage any motor vehicle, part, or accessory from which has been removed the manufacturer's serial number or any other identification mark shall immediately notify the Chief of Police of such offer.

~~(10) (11) STOLEN GOODS TO BE REPORTED AND EXHIBITED. If any goods, articles, or personal property are advertised in any newspaper printed in the City as having been lost or stolen and the same, or any articles answering the description advertised or any part or portion thereof, come into the possession of any licensee, the licensee shall give information thereof in writing to the Chief of Police and state from where and from whom the article was received, collected, bought, delivered, stored or sold.~~ Any licensee who has or receives any goods, articles, or things stolen or lost or alleged or supposed to have been stolen or lost shall exhibit the same on demand to any police officer.

~~(11) (12) RENEWAL.~~ Any license issued hereunder may be renewed upon application, but sub ~~(3)~~ (4) relating to inspection and report shall not apply unless the ownership of the premises is changed. However, any such application for a renewal shall be subject to the license fees under sub. ~~(5)~~ (6) and all other provisions of this section.

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 _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

JLM:bc

07/30/13

GENERAL ORDINANCE NO. 16-13
(PROPOSED ADDITIONAL AMENDMENTS)

AN ORDINANCE
AMENDING SECTION 6.07 GREEN BAY MUNICIPAL CODE,
RELATING TO THE REGULATION OF JUNK DEALERS

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

SECTION 1. Section 6.07 Green Bay Municipal Code, is hereby amended as follows:

6.07 JUNK DEALERS

(1) DEFINITIONS. Section 134.405(1) Wis. Stats., as it may be amended from time to time, is hereby adopted and incorporated as though fully set forth herein. In addition, the following terms shall have the meaning indicated below:

(a) “Junk” shall mean any old or scrap metal, metal alloy any ferrous scrap, nonferrous scrap, metal article, proprietary article, plastic bulk merchandise containers, synthetic or organic material, cloth, rags, clothing, paper, rubbish, bottles, rubber, furniture, inoperable motor vehicle parts, used building materials, or other discarded articles.

(b) “Junk dealer” shall mean any person or business who stores, buys, or sells any junk and maintains a yard or building as a principal place of business, excluding persons whose business is principally the sale of used vehicles, or persons dealing in secondhand articles of personal property for resale that are subject to the provisions set forth in §6.06, Green Bay Municipal Code.

(c) “Regulated Property” shall mean scrap metal, metal alloy, non-plastic pipe, copper, nonferrous metal items other than aluminum cans, stained glass, traffic signs, water meters, cemetery monument plaques, fixtures from houses of worship, catalytic converters, bicycles, bicycle frames or parts, manhole covers, including lids, grates and frames, or other articles as prescribed by the Chief of Police or a delegate nonferrous scrap, metals articles, and proprietary articles.

(1) LICENSE. No person shall collect junk from private or public places or maintain any building, structure, yard or place for keeping, storing, or piling commercial quantities in the City, whether temporarily, irregularly, or continually or for buying or selling at retail or wholesale or dealing in any old, used, or materials which from its worn condition renders it practically useless for the purpose it was made and which is commonly classified as junk; including cloth, rags, clothing, paper, rubbish, bottles, rubber, iron, brass, copper or other metal, furniture, inoperable motor vehicle parts or other articles, whether with a fixed place of business or as an itinerant peddler, including salvage yards dealing with used building materials, and any garages, body shops, or service stations that have any partially dismantled automobiles or parts of dismantled automobiles laying on the premises without first having obtained and paid for a license as a junk dealer and collector, excluding used car lots dealing principally in the sale of used vehicles.

(2) APPLICABILITY. No person or business may act as a junk dealer without first obtaining a license under this subsection.

~~(2)~~ **(3) APPLICATION.** Every applicant for a license to engage in the business of junk dealer ~~and collector~~ shall file with the City Clerk, on or before January 1 of the license year, a written application upon the form prepared and provided by the City, signed by the applicant. Such application shall state:

(a) The name and residence of the applicant, if an individual, partnership, or firm; or the names of the principal officers and their residences if the applicant is an association or corporation.

(b) The length of time such applicant or any individual, firm or corporation or partnership, or the manager or person in charge, if the applicant is an association or corporation, has resided in the City; ~~the place of previous employment; whether married or single;~~ whether convicted of a felony or misdemeanor; and if so, what offense, when, and in what court.

(c) Whether the applicant or officers of applicant have previously engaged in the business for which a license is sought.

(d) The detailed nature of the business to be conducted and the kind of materials to be collected, bought, sold, or otherwise handled.

(e) The premises where such business is to be located or carried on, or where the collected articles are to be stored.

~~(3)~~ **(4) INSPECTION.** The City Clerk shall report such application to the Chief of Police, Fire Chief, and Inspection Department for investigation prior to approval. The Inspection Department shall inspect or cause to be inspected any Junk Dealer's premises to determine whether they comply with all the laws, ordinances, rules, and regulations. Such premises and all structures thereon shall be so situated and constructed that the business may be carried on in a sanitary condition, shall contain no fire hazards, and shall be so arranged that thorough inspection may be made at any time by the proper health, fire, building, and police authorities. The inspecting officers shall report compliance or noncompliance to the ~~City Clerk~~ **Police**, stating the respects in which the premises do not comply with such laws, ordinances rules, and regulations.

(4) (5) GRANTING OR REFUSING LICENSE.

(a) Issued by City Clerk. Upon filing of the application, investigation indicating compliance, approval of such applicant, and payment of the license fee, the City Clerk shall issue the applicant a license. All licenses shall be numbered in the order in which they are issued and shall state the location of the business, the date of the issuance, the expiration of the license, and the name and address of the licensee. Such license shall be issued as of January 1 of the particular license year and shall expire on or before December 31 of that same year. No license shall be transferable as to person or location.

(b) Persons Convicted of a Felony. No license shall be granted to any person or the members or officers of an association, partnership, or corporation who has been convicted within one year of the date of the application of a violation of this section, nor, subject to §§111.32(5)(a) and (h), Wis. Stats., to any person who has within three years of the date of the application been convicted of a felony reasonably related to the licensed activity.

(c) Upon a showing of non-compliance by investigation or disapproval of such application, the applicant shall be notified by the ~~City Clerk~~ **Police** and afforded an opportunity to be heard before the Protection and Welfare Committee.

~~(5) (6) FEES. Every licensee maintaining a building, warehouse, or yard therefor junk dealer shall pay an annual fee of \$50. The fee for each vehicle in use for junk dealing or collecting, other than hand drawn, shall be \$3 per vehicle. The fee for hand drawn vehicles used in junk dealing or collecting shall be \$1 per vehicle.~~

~~(6) (7) LICENSE TO BE DISPLAYED.~~

(a) On Licensed Premises. Every holder of a license shall at all times keep the license posted in a conspicuous place on the premises described in the application. No person shall post such license upon premises other than those mentioned in the application or knowingly deface or destroy such license.

~~(7) HOURS OF JUNK COLLECTING. No licensed junk collector shall collect junk on or near residential properties from the hours of 10:00 P.M. to 7:00 A.M.~~

(8) DAILY ELECTRONIC REPORTS OF REGULATED PROPERTY TRANSACTIONS TO POLICE.

(a) Junk dealers must submit an electronic report of every regulated property transaction to the police department daily in the following manner. Junk dealers must provide to the police department all required information prescribed by the Chief of Police or a delegate no later than the business day following the date of purchase, by transferring it from their computer to the web server via modem designated by the Green Bay Police Department. The electronic reports shall include each seller's or deliverer's name, date of birth, identification number, and address, and the number and state of issuance of the license plate on each seller's or deliverer's vehicle. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the junk dealer and the police department.

(b) If a junk dealer is unable to successfully transfer the required reports by modem, the junk dealer must provide the police department with printed copies of all regulated property transactions by 12:00 noon the next business day.

(c) If the problem is determined to be in the junk dealer's system and is not corrected by the close of the first business day following the failure, the junk dealer must provide the required reports, and shall be charged a daily reporting failure fee of \$10.00 until the error is corrected; or, if the problem is determined to be outside junk dealer's system, the junk dealer must provide the required reports and resubmit all such transactions via modem when the error is corrected.

(d) Regardless of the cause or origin of the technical problems that prevented the junk dealer from uploading the regulated property transactions, upon correction of the problem, the junk dealer shall upload every regulated property transaction from every business day the problem has existed.

(e) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

(f) Subsection (9) shall not apply to businesses which had less than 50 regulated property transactions in the past calendar year. However, any such junk dealer must follow the daily reporting procedure for each regulated property transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the regulated property transaction.

~~(8) (9) NON-REGULATED PROPERTY RECORDS TO BE KEPT FOR POLICE INSPECTION. Every licensee shall keep such forms as the Chief of Police or a delegate may prescribe, which shall be open to the Chief of Police or a delegate records as prescribed by Section 134.405(3)(a)2. to 5. and (b) Wis. Stats., and make them available to a law enforcement officer who presents credentials at the junk dealer's place of business during business hours. Whenever a motor vehicle is purchased, or any parts thereof, the serial number on the body or part shall be preserved, and the style of body, model, color, and license number of any car purchased shall be retained. No dealer shall wreck, tear down, paint, or otherwise destroy the identity of or dispose of, or allow to be taken out of the dealer's possession any second hand motor vehicle until five days after the same comes into the dealer's possession unless granted special permission to do so by the Chief of Police.~~

~~(9) (10) PURCHASE WHERE NUMBER DEFACED. No licensee shall buy, sell, or receive, dispose of, conceal, or possess any motor vehicle, part, or accessory from which the manufacturer's serial number or any other number of identification mark has been removed, defaced, covered, altered, or destroyed for the purpose of concealing or misrepresenting the identity of such vehicle, part, or accessory. Every licensee to whom is offered for sale, storage, or wreckage any motor vehicle, part, or accessory from which has been removed the manufacturer's serial number or any other identification mark shall immediately notify the Chief of Police of such offer.~~

~~(10)~~ (11) **STOLEN GOODS TO BE REPORTED AND EXHIBITED.** If any goods, articles, or personal property are advertised in any newspaper printed in the City as having been lost or stolen and the same, or any articles answering the description advertised or any part or portion thereof, come into the possession of any licensee, the licensee shall give information thereof in writing to the Chief of Police and state from ~~where and from~~ whom the article was received, ~~collected, bought, delivered, stored or sold.~~ Any licensee who has or receives any goods, articles, or things stolen or lost or alleged or supposed to have been stolen or lost shall exhibit the same on demand to any police officer.

~~(11)~~ (12) **RENEWAL.** Any license issued hereunder may be renewed upon application, but sub ~~(3)~~ (4) relating to inspection and report shall not apply unless the ownership of the premises is changed. However, any such application for a renewal shall be subject to the license fees under sub. ~~(5)~~ (6) and all other provisions of this section.

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 _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

JLM:bc

07/30/13

GENERAL ORDINANCE NO. 17-13

AN ORDINANCE
CREATING SECTION 6.075,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE REGULATION OF JUNK COLLECTORS

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

SECTION 1. Section 6.075 Green Bay Municipal Code, is hereby created as follows:

6.075 JUNK COLLECTORS.

(1) DEFINITIONS.

(a) "Junk" shall mean any old or scrap metal, metal alloy, synthetic or organic material, cloth, rags, clothing, paper, rubbish, bottles, rubber, furniture, inoperable motor vehicle parts, used building materials, or other discarded articles.

(b) "Junk collector" shall mean any person who collects, delivers, buys, or sells any junk, but who is not a junk dealer as defined in § 6.07 Green Bay Municipal Code.

(2) APPLICABILITY. No person may act as a junk collector without first obtaining a license under this subsection.

(3) APPLICATION. Every applicant for a license to engage in junk collecting shall file with the City Clerk a written application upon the form prepared and provided by the City, signed by the applicant. Such application shall state:

(a) The name and residence of the applicant.

(b) Whether convicted of a felony or misdemeanor; and if so, what offense, when, and in what court.

(c) Whether the applicant has been previously engaged in the activity for which a license is sought.

(d) The detailed nature of the activity to be conducted and the kind of materials to be collected, bought, sold, or otherwise handled.

(4) GRANTING OR REFUSING LICENSE.

(a) Issued by City Clerk. Upon filing of the application, investigation indicating compliance, approval of such applicant, and payment of the license fee, the City Clerk shall issue the applicant a license. All licenses shall state the date of the issuance, the expiration of the license, and the name and address of the licensee. Every license shall expire on December 31 of the year of issuance. No license shall be transferable as to person or location.

(b) **Persons Convicted of a Felony.** No license shall be granted to any person or the members or officers of an association, partnership, or corporation who has been convicted within one year of the date of the application of a violation of this section, nor, subject to §§111.32(5)(a) and (h), Wis. Stats., to any person who has within three years of the date of the application been convicted of a felony reasonably related to the licensed activity.

(c) Upon a showing of non-compliance by investigation or disapproval of such application, the applicant shall be notified by the Police Department and afforded an opportunity to be heard before the Protection and Welfare Committee.

(5) **FEES.** Every junk collector shall pay an annual fee of \$3.

(6) **LICENSE TO BE KEPT ON PERSON.** Every holder of a license shall keep the license on their person while engaged in junk collecting. Upon request by a City of Green Bay employee, or designee, licensee shall provide proof of license to requestor.

(7) **HOURS OF JUNK COLLECTING.** No licensed junk collector shall collect junk on or near residential properties from the hours of 10:00 P.M. to 7:00 A.M.

(8) **ITEMS WHERE NUMBER DEFACED.** No licensee shall collect or possess any motor vehicle, part, or accessory from which the manufacturer's serial number or any other number of identification mark has been removed, defaced, covered, altered, or destroyed for the purpose of concealing or misrepresenting the identity of such vehicle, part, or accessory. Every licensee to whom is offered for sale, storage, or wreckage any motor vehicle, part, or accessory from which has been removed the manufacturer's serial number or any other identification mark shall immediately notify the Chief of Police of such offer.

(9) **STOLEN GOODS TO BE REPORTED AND EXHIBITED.** If any goods, articles, or personal property are advertised in any newspaper printed in the City as having been lost or stolen and the same, or any articles answering the description advertised or any part or portion thereof, come into the possession of any licensee, the licensee shall give information thereof in writing to the Chief of Police and state from where and whom, if known, the article was received, collected, bought, delivered or sold. Any licensee who has or receives any goods, articles, or things stolen or lost or alleged or supposed to have been stolen or lost shall exhibit the same on demand to any police officer.

(10) **RENEWAL.** Any license issued hereunder may be renewed upon application. However, any such application for a renewal shall be subject to the license fees under sub (5) and all other provisions of this section.

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 _____, 2013.

APPROVED:

Mayor

ATTEST:

Clerk

JLM:bc

07/30/13

ZONING ORDINANCE NO. 9-13

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 4-00
FOR MODIFIED WALL SIGNAGE AT
1281 BROSIG STREET
(ZP 13-18)

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

SECTION 1. Pursuant to Section 13-108, Green Bay Municipal Code, together with the zoning map and statutory authority referred to therein, the Planned Unit Development created by Zoning Ordinance No. 4-00 is hereby amended on the following-described property:

South Main Condominium Unit 1, together with common area and facilities, etc in 2173009 (Tax Parcel No: 21-7881

SECTION 2. That pursuant to Section 13-1900 et seq., Green Bay Municipal Code, as they apply, Zoning Ordinance No. 04-00 is hereby amended to allow the following changes:

A. Wall Signage – Outlot Building “Curves Building”

1. Each tenant is permitted a wall sign on the west and south facing facades of the existing building. Each tenant wall sign on the west façade may not exceed 32 square feet in size. Each tenant wall sign on the south facing facade shall not exceed 12 square feet in size.
2. All other standards of Chapter 13-2000 shall be met.

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

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 6. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 7. 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; and has no financial impact on the City.

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

APPROVED:

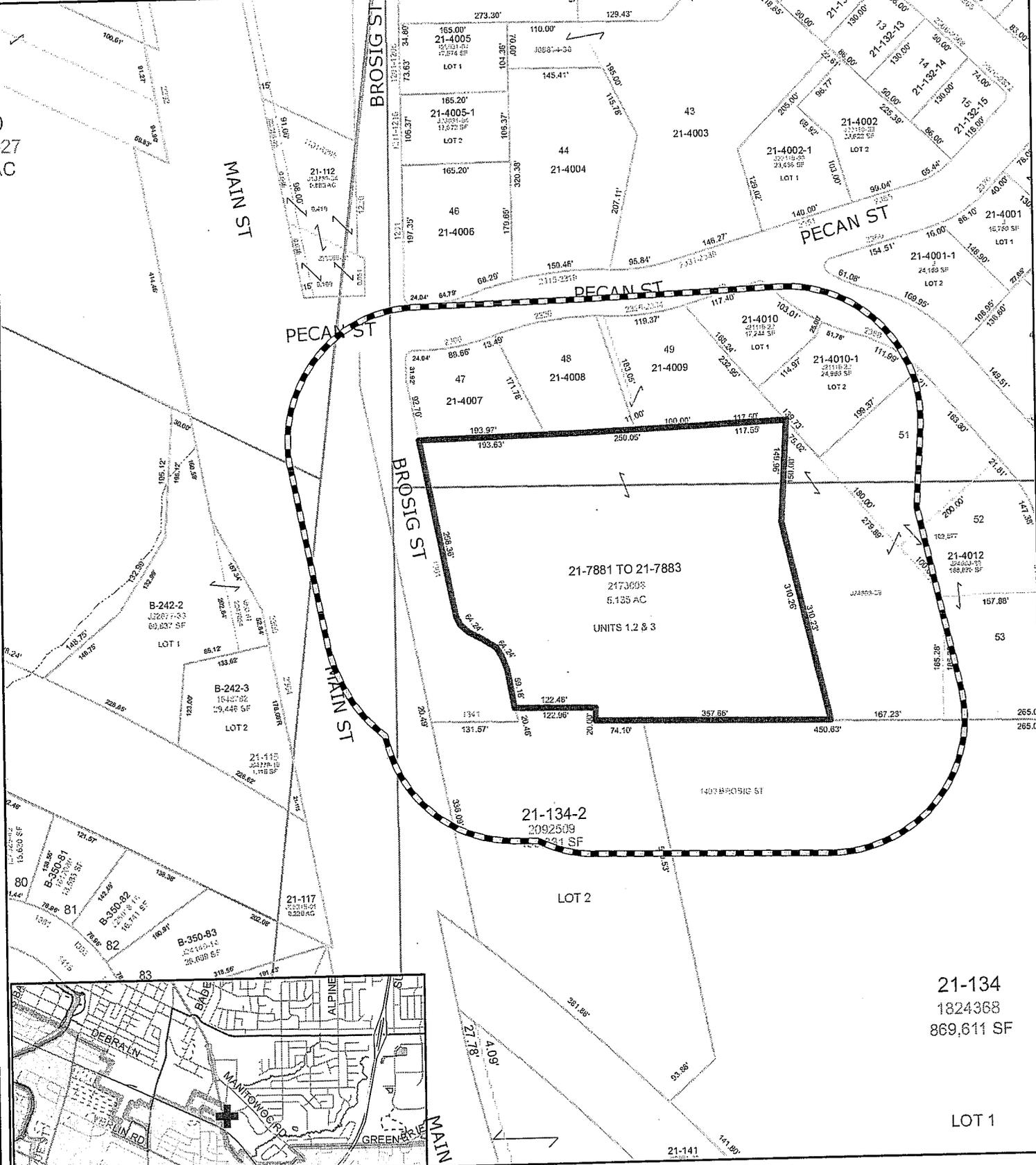
Mayor

ATTEST:

Clerk

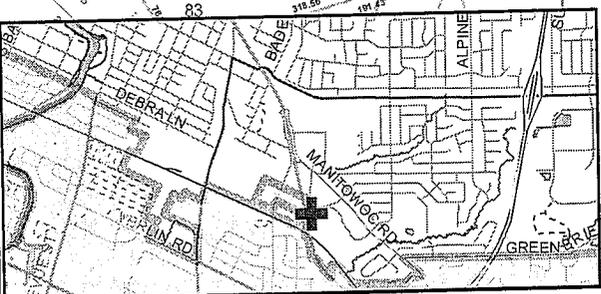
PN:bc

Attachment - Map



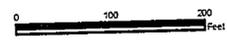
21-134
1824368
869,611 SF

LOT 1



Zoning Petition (ZP 13-18)
Request to amend an existing Planned Unit Development (PUD)
for modified signage located at 1301 Brosig Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. P.N. July 2013. \Planning\City\ZPM\2013\ZP13-18



- Subject Area
- 200' Notice Area

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ZONING ORDINANCE NO. 10-13

AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1805 RADISSON STREET AND
1809 AND 1813 ST. GEORGE STREET
FROM VARIED DENSITY RESIDENTIAL (R3) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 13-19)

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 General Commercial (C1) District:

1805 Radisson Street: BUSINESS MEN'S ASSN 2ND ADDN E 106 FT OF LOT 17
BLK 100 & PRT OF ST GEORGE ST DESC IN 1735768 & PRT OF PERRET ST
DESC IN 1766425 – Tax Parcel Number 20-610-A

1809 St. George Street: BUSINESS MEN'S ASSN 2ND ADDN E 106 FT OF LOT 16
BLK 100 & PART OF ST GEORGE ST DESC IN J27443-35 – Tax Parcel Number 20-
610

1813 St. George Street: BUSINESS MEN'S ASSN 2ND ADDN LOT 15 BLK 100 &
VAC ALLEY ADJ & PART OF ST GEORGE ST DESC IN J27443-37 – Tax Parcel
Number 20-608

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

bc
07/30/13
Attachment – Map

ZONING ORDINANCE NO. 11-13

AN ORDINANCE
AMENDING ZONING ORDINANCE 4-13
ZONING CERTAIN LAND LOCATED
ON THE EAST SIDE OF NORTH BROADWAY
(300 THROUGH 600 BLOCK)
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 13-21)

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 establishing a Planned Unit Development District on the following described property:

DOUSMANS ADDN LOTS 43 THRU 48 EX 599-R-169 & PART OF DOUSMANS CLAIM & THE FORT HOWARD MILITARY RESERVE DES IN 646 R 305 & 140 D 156 & 349 D 103 & 783 R 376 & 153 D 465 & 740 R 508 & 185 D 259 & 166 D 487 & 238 D 205 & 215 D 404 (as shown on attached Exhibit "A.1 & A.2")

Parcel Number 5-1740: Larsen Green Lot 1
Parcel Number 5-1751: Larsen Green Lot 12
Parcel Number 5-1752: Larsen Green Lot 13
Parcel Number 5-1753: Larsen Green Lot 14
Parcel Number 5-1754: Larsen Green Lot 15
Parcel Number 5-1755: Larsen Green Lot 16
Parcel Number 5-1758: Larsen Green Outlot 1
Parcel Number 5-584-2: LOT 3 & PRT OF LOT 1 DESC IN 2351665 OF 53 CSM 31 BNG PRT OF LOTS 20,21 & 22 & PRT OF VAC ALLEY DOUSMANS ADDN EX 2351666

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PERMITTED, CONDITIONAL, & ACCESSORY USES. The only uses that may be established and/or maintained on the subject property in conformance with Exhibit B Site Use Plan, and as modified by Exhibits K-1 through K-7, are as follows:

1. Permitted Uses.

a. The permitted and accessory uses for the PUD shall be those uses listed in the D – Downtown District zoning category found within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700 with the following modifications:

- (1) Animal hospital, veterinary clinic shall only be permitted with approval of a conditional use permit
- (2) Dormitory shall only be permitted with approval of a conditional use permit
- (3) Firearms sales and service shall only be permitted with approval of a conditional use permit
- (4) Funeral homes shall not be a permitted use within the PUD
- (5) Motels (**as defined by the Green Bay Zoning Code and in contrast with “hotels”**) shall not be a permitted use within the PUD
- (6) Parking lots or structures as principle uses shall be considered a permitted use in those areas identified on attached Exhibit “E” as parking except as follows:
 - i. Temporary parking associated with the use on Lot 102 is permitted on Lot 103.
- (7) Temporary parking associated with the use on Lot 102 is permitted on Lot 103.
- (8) A one lane drive-through facility associated with a primary use is permitted on Lot 102.

2. Conditional Uses.

a. The following uses may be established with approval of a conditional use permit:

- ~~(1) Limited production and processing as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-300~~
- (2) (1) Light Industrial as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700

- (3) (2) Research and development facility as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700

3. Accessory Uses.

- a. The following accessory uses may be established with approval of a conditional use permit:
- (1) Gardening and other horticultural uses
 - (2) On-site energy generation
 - (3) On-site renewable energy sources

4. Restricted uses Use Restriction and Allowances for Individual Lots.

- a. Lots 100 and 101 shall be limited to private park **and green space uses including stormwater management. This includes** and park related facilities, ~~including~~ related monuments, ~~and~~ signage, **lighting, landscaping, walkways, water features and the like.**
- b. **Limited production and processing uses on Lots 105 and 106 shall be allowed as a permitted use up to 32,000 square feet in gross floor area when adaptively reusing the existing buildings. Permitted uses here include light milling of grain (i.e., pressing or cracking of grain) in association with the beverage brewing process. All other related development standards of the Green Bay Municipal Code, Section 13-1607, continue to apply.**
- c. **Residential shall be allowed as a permitted use on the ground floor of Lots 107 and 108 when adaptively reusing the existing buildings as part of a mixed-use development.**
- ~~b.~~ d. Lot 300 shall be limited to institutional, civic, and educational uses.

5. Temporary Parking.

- a. Temporary parking on undeveloped property may be provided on areas designated as mixed-use commercial, park, public right-of-way and Phase V. This parking will be provided to facilitate the incremental development of the overall site and is not intended to be permanent. Identification of temporary parking by OBI will be done in collaboration with the Green Bay Planning Department. The temporary parking layout concept is shown in Exhibit E1 **and as modified by Exhibit K-1**. Designation as areas for temporary parking described here can be done without amendment to this PUD.

6. Phase V Study Area.

- a. This area, as defined on Exhibit B, will be studied for possible development, relocation of transmission lines, footprint and recognition of the Historic Fort Howard, and potential stormwater management facilities. The regulations defined within this PUD shall not apply to the area identified as Phase V. The PUD shall be amended at the time in the future when the study has been completed identifying the future standards for development within this area.

B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

C. DIMENSIONAL AND AREA REQUIREMENTS. The following dimensional and area requirements shall apply to all lots within the development, except Lots # 100, 101, 106, and 300 (as identified on Exhibit H, H.1, & H.2):

1. Lot size and setbacks.

- a. Minimum lot width: 12 feet
- b. Minimum lot depth: 90 feet
- c. Minimum building lot size: 1,200 square feet

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- d. Minimum front, side, side at corner, & rear yard setback:
none
 - e. Maximum front and side at corner yard setback: A minimum of 25 percent of the front or side at corner setback façade shall be at zero feet with an overall average of 6' for the entire length shall be maintained.
2. Site Coverage (Building Footprint).
- a. Minimum Coverage: 25%
 - b. Maximum Coverage: 100%
3. Green Space/Open Space Requirement: Minimum of 25% (**in aggregate of green space and open space**) of site.
- a. Open space includes terraces, exposed balconies, **patios or decks**, drives, paving, **surface parking and parking decks**.
 - b. Green space includes roof gardens, green roofs, planters, and planted landscapes.
 - c. **When multiple parcels are involved in a single development project, the minimum green space/open space requirement may be satisfied by including the green and open space within the development project as a whole, even if not satisfied by one or more particular parcels within the single development project.**
4. Height.
- a. Minimum height: 27'
 - (1) Minimum height shall be measured to lowest "high" building element and shall be the minimum measurement across the entire street facing façade(s).
 - b. **Maximum height for Lots 105, 107, and 108: D2 Zoning District standard (no maximum).**
 - b. c. **Maximum height in all other locations: 68'**

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- (1) Maximum height shall be measure to the highest “high” building element or elevator shaft and shall be the maximum measurement across the entire street facing façade(s).
 - e. d. Railings, antennas, etc. are not considered building elements.
5. Floor Area Ratio (FAR) see Exhibit J.
- a. Minimum FAR = 1.5 x area of site
 - b. Maximum FAR = 5.0 x area of site
 - c. Covered auto parking may be included or excluded in the calculation of FAR. This is also true of “basement” parking.
 - d. Useable rooftops, exterior patios, and decks are not included in the calculation of FAR.
 - e. Basements are not included in the calculation of FAR except that portion of basements with occupied/accessible space or areas dedicated for parking.
6. Lot 300 shall follow the Downtown 2 zoning district dimensional and area requirements, except as follows:
- a. No minimum or maximum FAR shall be required.
 - b. No minimum side or rear yard setbacks shall be required.
 - c. No maximum front yard setback shall be required.
- D. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management plan and grading plan meeting the standards established by the City’s Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.
- E. SIGNAGE. Signage shall be regulated as follows:
1. Signage shall meet the standards for the D – Downtown Zoning District as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2000 with the following modifications:

- a. Pole signs are prohibited within the PUD boundaries.
- b. Monument signs are permitted through approval of a Conditional Use Permit (CUP).
- c. A detailed signage plan shall be submitted to and approved by the CDRT (Community Development Review Team) at time of site plan submittal and prior to issuance of any building permits.
- d. Off-premises signage is permitted at locations on Broadway and Dousman as identified on Exhibit B. Signage shall meet the dimensional and sign area standards and allowances of monument signs found within Section 13-2000 for the Downtown District.
- e. **Signage that generally conforms with Exhibits K-8, K-10, and K-11 shall be allowed with the following standards:**
 - (1) **Because signage on buildings A and B will include the identity for a coordinated mixed-used development, a maximum of two wall signs will be permitted on each of the east and west building facades with a total area not to exceed 650 square feet.**
 - (2) **Roof signage shall be permitted on Lots 105 and 106.**
 - (3) **Projecting signs shall not exceed 45 square feet in area per sign.**
- f. **Landmark signage on the existing smokestack shall be permitted on Lot 106. Such signage shall generally conform with Exhibits K-10 and K-11 and shall comply with the following:**
 - (1) **In order to manage the scale of the sign, the size and spacing of letters in the sign shall be similar to the size and spacing of the existing "LARSEN" lettering.**
 - (2) **Any lighting of the sign shall be complementary to the overall light of the site. External lighting or backlighting are preferred to channel lighting.**

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- (3) The sign must be affixed in a way that does not damage the structural integrity of the stack and that does not obscure the daytime view of the historic "LARSEN" lettering.
- (4) The sign height shall not exceed the top of the stack.
- (5) The area of landmark signage shall not count toward the total allowable sign area for the building or site.

d. g. Directional signage (not associated with commercial uses) shall be permitted throughout the development and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:

- (1) Signage area shall not exceed 15 square feet.

F. REFUSE AND MECHANICALS. Screening of refuse materials and mechanicals shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Dedicated areas for shared, community recycling/trash may be utilized in lieu of dedicated space on private sites provided that proof that sufficient capacity exists for number of users.

G. PARKING. Parking for individual developments shall meet the following general standards:

1. Retail and restaurant uses shall provide one (1) space per 360 square feet.
2. Office uses shall provide one (1) space per 600 square feet.
3. Institutional uses shall provide parking equal to 30 percent of the capacity of persons.
4. Residential uses shall provide one (1) space per unit.
5. Light industrial uses shall provide one (1) space per 750 square feet.
6. Total required parking of each use shall be permitted to utilize the following reductions:

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- a. Individual developments may subtract one (1) space per 15' of street frontage where adjacent on street parking exists in reducing the total number of required off street parking spaces (except required residential spaces).
- b. Individual developments may subtract two (2) spaces where adjacent on street parking exists in reducing the total number of required off street parking spaces (except required residential spaces).
- c. A parking study shall be required to be reviewed by the CDRT when development occurs in each new phase area identifying current conditions and demand of future conditions and adjust requirements as needed.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures. Poles shall not exceed twenty-five (25') feet in height.
2. Pedestrian lighting for walkways shall not exceed sixteen (16') feet overall measured from ground level.
3. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal process and approved by the Community Development Review Team (CDRT).

I. LANDSCAPING AND PARKING MAINTENANCE. Landscaping throughout the PUD area (generally shown on Exhibit D) shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:

1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process and be approved by the Community Development Review Team (CDRT).
2. All maintenance and upkeep of landscaping, internal drives and parking areas within the PUD are the sole responsibility of the developer.

J. ARCHITECTURE. Architectural design of both existing buildings and new construction should meet the standards as set forth within the OBI Design Guidelines (generally shown as example in Exhibit C) and at a minimum shall meet the standards as set forth within this PUD and further regulated as follows: ~~set forth below~~. **It should be understood that the adaptive reuse of existing buildings will, in particular, be given reasonable latitude in applying the façade design standards that use the word “should” (which shall mean “requested but not required”) in this section.**

1. Existing Buildings should exercise repair over replacement. Historic photos should be used to identify previous conditions that can be matched in the renovation.
2. Materials should be durable and appropriate for the district. Acceptable building façade materials include:
 - a. Concrete (including precast concrete with prior approval of sample)
 - b. Glass
 - c. Masonry (brick as well as decorative block with prior approval of block sample)
 - d. Metals
 - e. Stone
 - f. Tile
 - g. Wood with prior approval of sample
 - h. Other materials (such as cementitious sidings, stucco and polyurethane or PVC detailings) that are prior approved from actual samples
 - i. Materials not approved include vinyl siding, rough texture wood siding, “fake” brick or stone, gravel aggregates and EIFS.
3. Awning Materials should be canvas or acrylic coated fabric.
4. Colors should be sensitive to the time period of the building construction and appropriate to the district.
5. Street façade should have clear distinction between the “storefront” on the first floor and the floors above for the mixed use commercial and light industrial uses of this district.

- a. Front entrance is to be clearly identifiable and recessed
 - b. Facades longer than 75' require functional entrances on an average of 75'.
 - (1) Entry doors are to be glass or have equal amount of sidelight glass to unglazed doors.
 - (2) A "functional" entry is defined as one that can be used by customers or employees on a regular basis.
 - (3) **Due to the height of the first floor above sidewalk grade, this standard shall not be enforced on the Broadway façade for Lots 105 and 106 when adaptively reusing the existing buildings.**
 - c. Transparent glazing is required for 35% of the ground level, street façade. Glazing should be insulated but clear. Transparent door glazing is counted as part of the transparent glazing requirement.
 - d. Storefront to include display windows or approved equal.
 - e. First floor to meet setback dimensions stated elsewhere in this PUD.
 - f. Upper floors should "feel" like an average setback of 0'; projections are encouraged.
 - g. Upper floors should reflect function of commercial, office or residential use.
 - h. Any signage, lighting and awnings must be integrated into the design.
 - i. Height and proportion is to be appropriate and respectful of neighbors
6. Second street facades (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the "address" elevation, though the overall emphasis of the "address" elevation should be greater than the second street facades.
- a. Blank walls on second street facades should not exceed 24' long.
 - b. Functional entries are allowed and encouraged on second street facades. A functional entrance should occur on an average of 75'.

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7. Side façade at adjoining property lines may be “blank” and must meet fire separation codes.
8. Rear façade should also use good design principles.
 - a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a “receiving” entry).
 - b. Some differentiation should occur between the first floor and the upper floors.
 - c. Rear façade should correlate to the front elevation.
9. Roofs should be designed for light reflectance and snow loads.
 - a. Flat roofs (<2:12 pitch) must have a Solar Reflectance Index (SRI) greater than 78.
 - b. Pitched roofs (>2:12) must have an SRI greater than 29.
 - c. Roofs must be designed to accept a snow load from an adjacent building that is of maximum height for the PUD.
- ~~10. Completed projects within the PUD are to be “eligible” for LEED New Construction Certification (score of 26 points). Submission to USGBC is not required.~~

K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic established through permanent access easements, and in substantial conformity with what is depicted on the attached Exhibit E **or as modified by Exhibit K-1 as applicable.**

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by 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

bc

07/30/13

Attachments:

Location Map

Exhibit A.1 & A.2 – ALTA Survey of Property

Exhibit B – Site Use Plan

Exhibit C – Conceptual Building Elevations

Exhibit D – Master Overall Plan/ General Landscaping

Exhibit E – Traffic Circulation / Parking Plan

Exhibit E.1 – Temporary Parking General Layout

Exhibit F – Phasing Plan

Exhibit G – Transmission Line Location

Exhibit H, H.1, & H.2 – Lot Details

Exhibit J – Dimensional and FAR Requirements

Exhibit K-1 through K-11 – Titletown-SMET Development

Exhibit K-1 – Site Plan

Exhibit K-2 – Equipment Plan Layout

Exhibit K-3 – Lower Level Floor Plan

Exhibit K-4 – First Level Floor Plan

Exhibit K-5 – Second Level Floor Plan

Exhibit K-6 – Third Level Floor Plan

Exhibit K-7 – Roof Plan

Exhibit K-8 – View Looking West

Exhibit K-9 – View Looking East

Exhibit K-10 – Southeast Elevational View

Exhibit K-11 – Northwest Elevational View

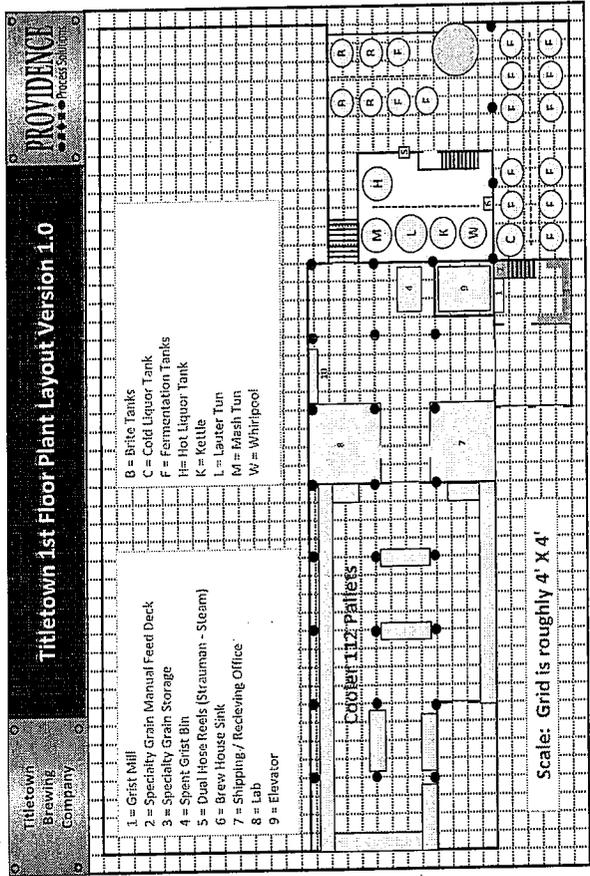
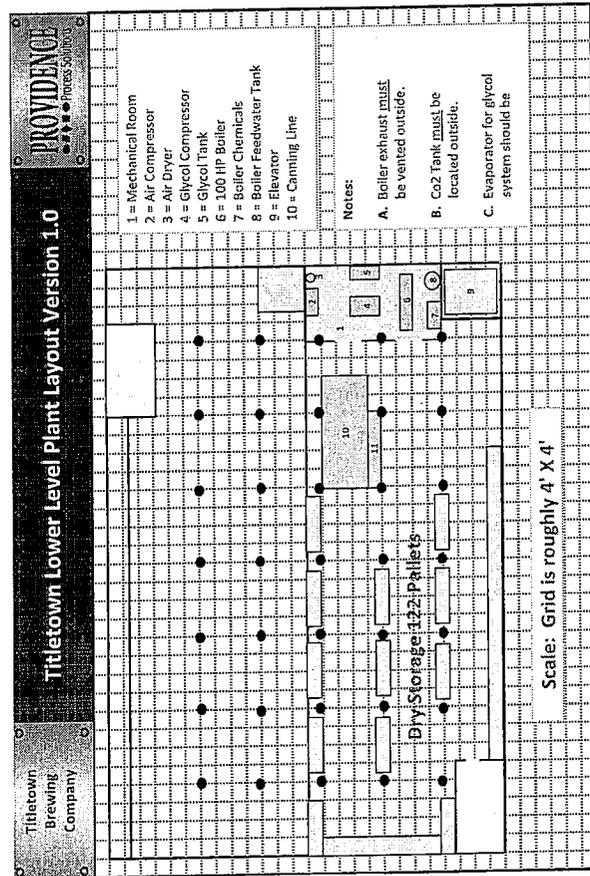
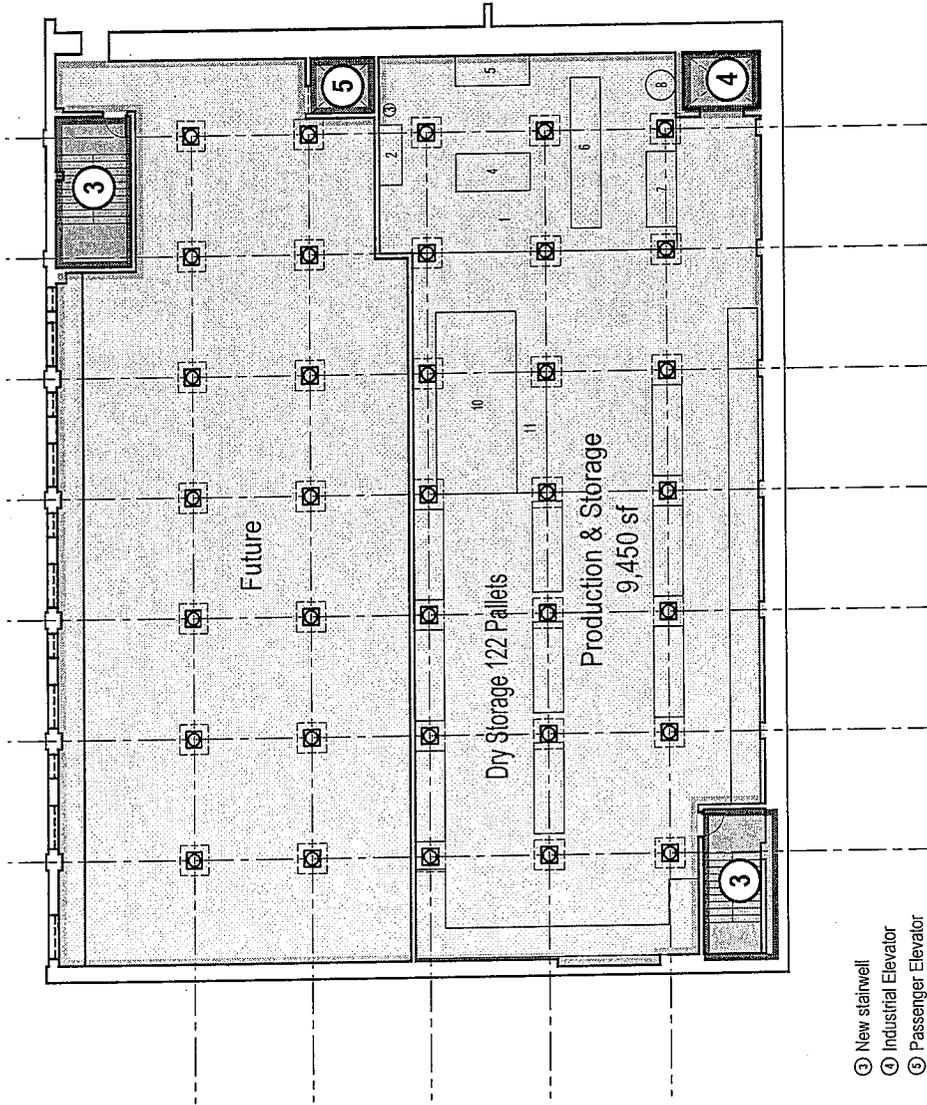


Exhibit K-2

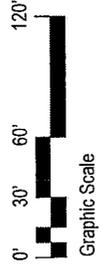
Equipment Plan Layout



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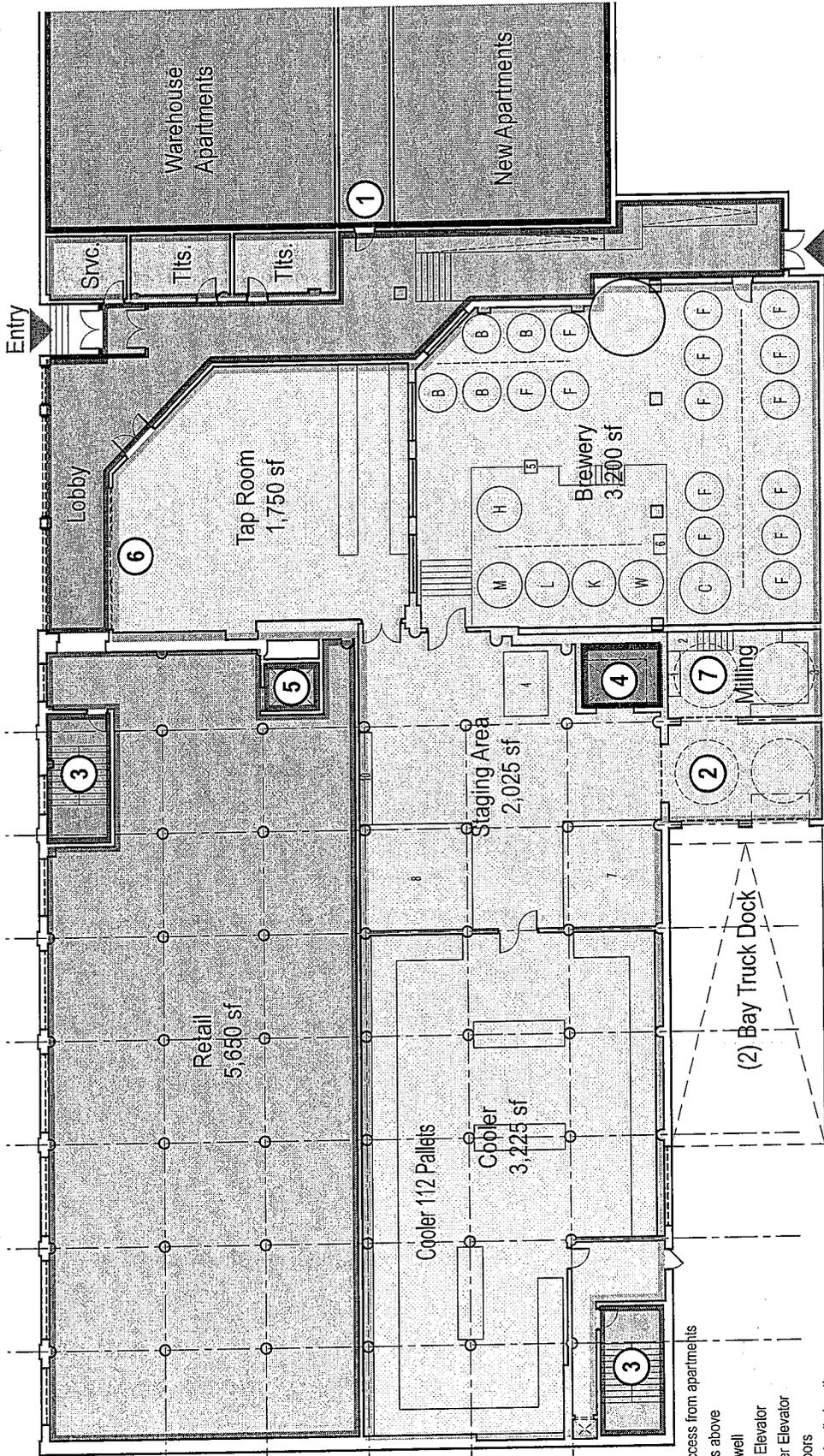
- ③ New stairwell
- ④ Industrial Elevator
- ⑤ Passenger Elevator



Lower Level Floor Plan
Schematic Design
Scale: 1/16" = 1' - 0"

Exhibit K-3

20 P



First Level Floor Plan
Schematic Design
Scale: 1/16" = 1' - 0"

- ① Secure access from apartments
- ② Grain silos above
- ③ New stairwell
- ④ Industrial Elevator
- ⑤ Passenger Elevator
- ⑥ Sliding doors
- ⑦ Future grain silo location

Exhibit K-4

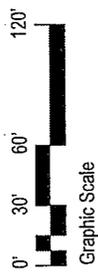
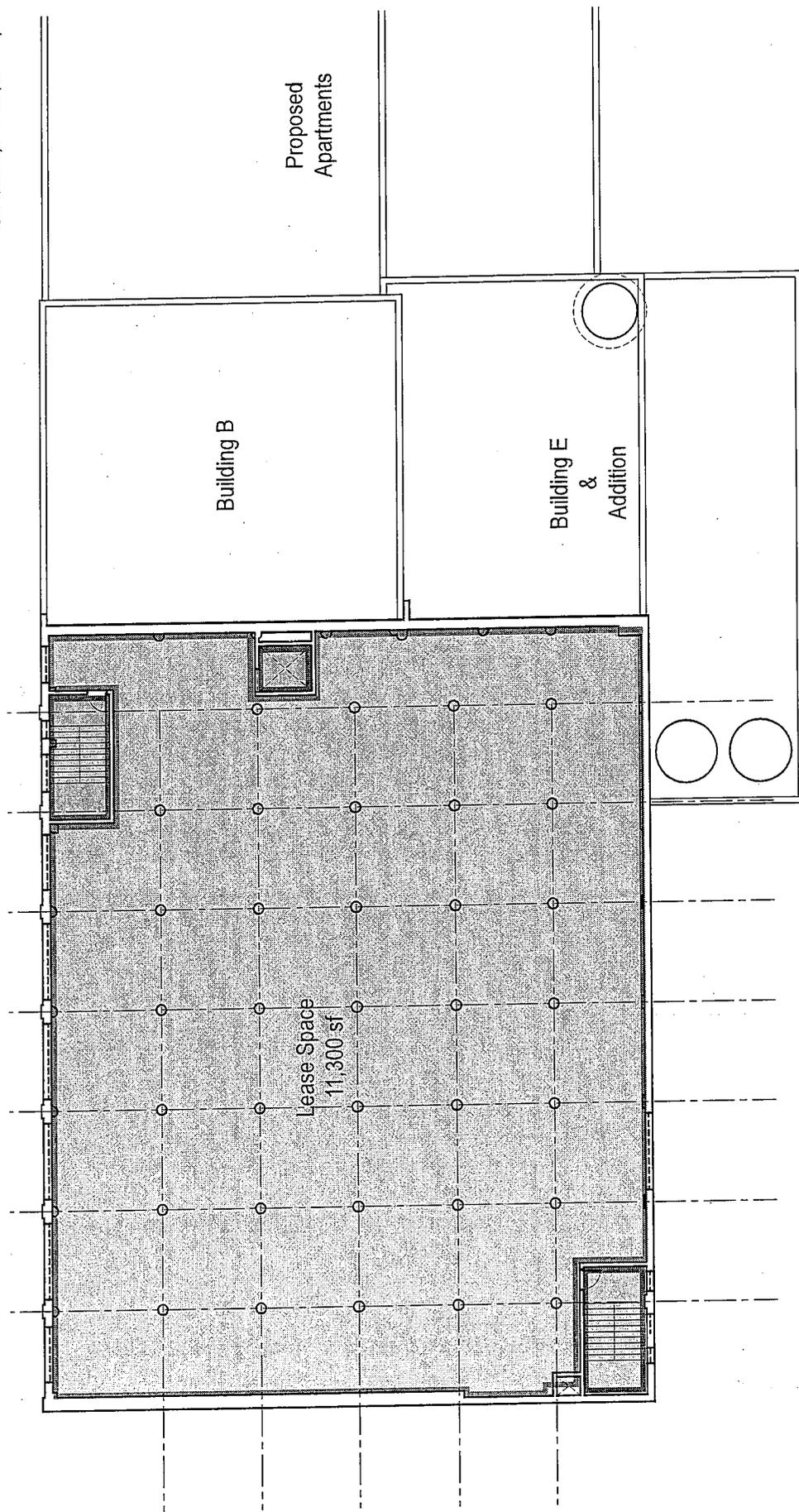
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SMET
CONSTRUCTION SERVICES

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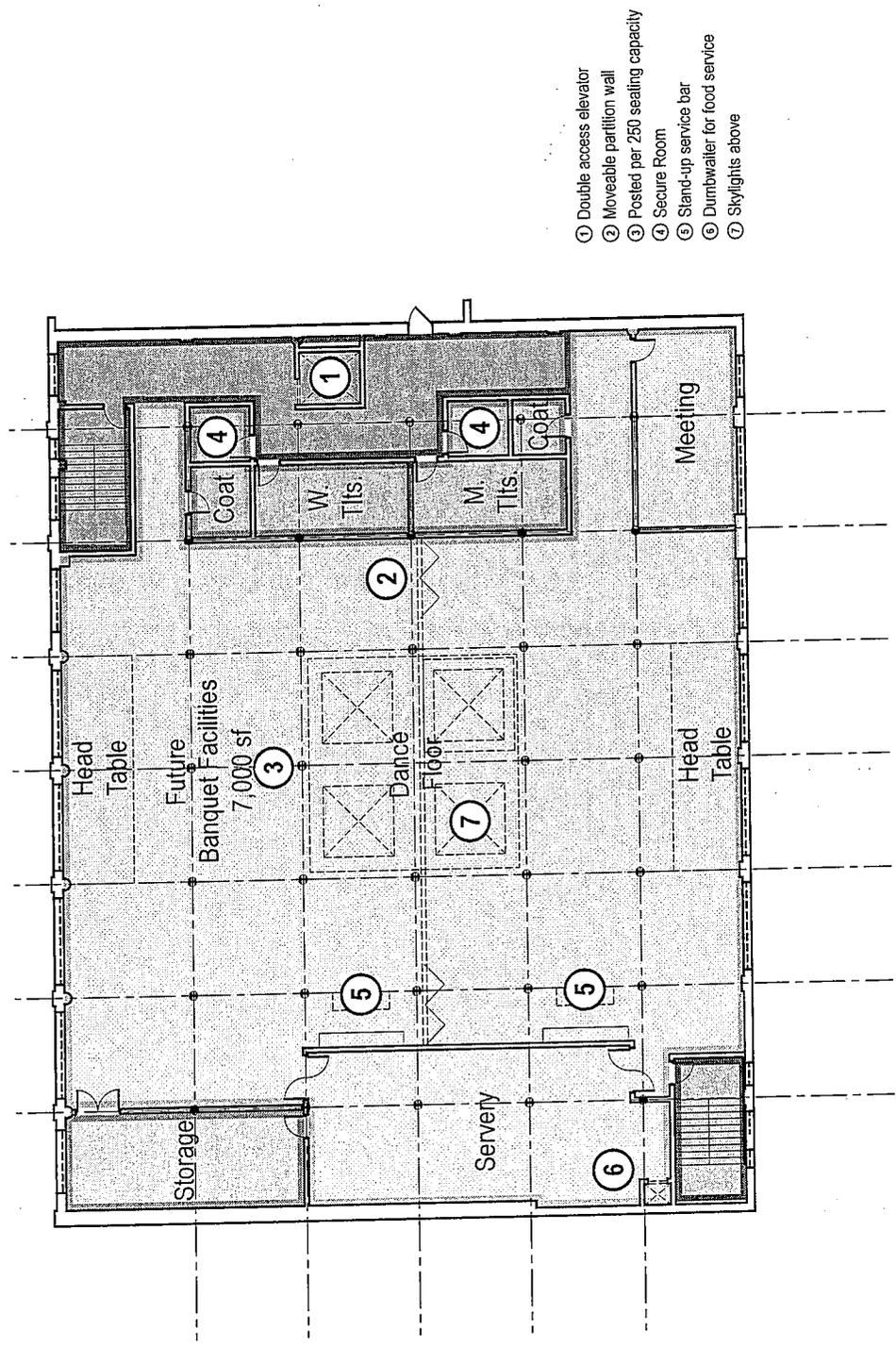


Second Level Floor Plan
Schematic Design
Scale: 1/16" = 1' - 0"

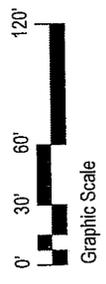


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Exhibit K-5



- ① Double access elevator
- ② Moveable partition wall
- ③ Posted per 250 seating capacity
- ④ Secure Room
- ⑤ Stand-up service bar
- ⑥ Dumbwaiter for food service
- ⑦ Skylights above



Third Level Floor Plan
Schematic Design
Scale: 1/16" = 1'-0"

Exhibit K-6

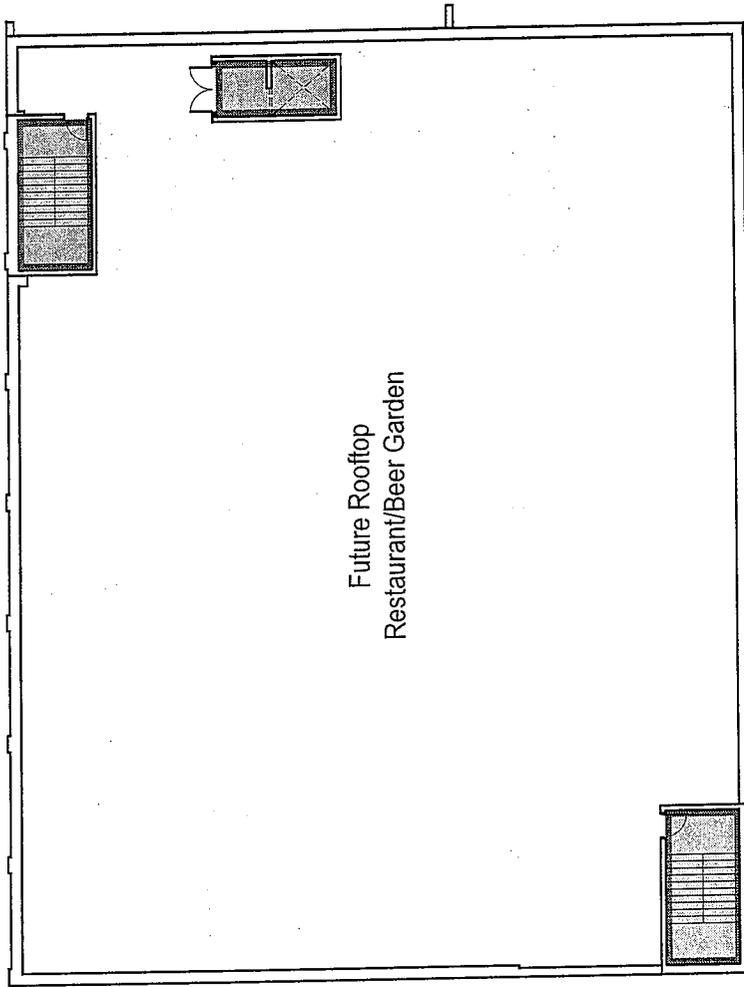
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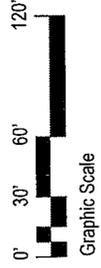
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Future Rooftop
Restaurant/Beer Garden

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Roof Plan
Schematic Design
Scale: 1/16" = 1' - 0"

Exhibit K-7





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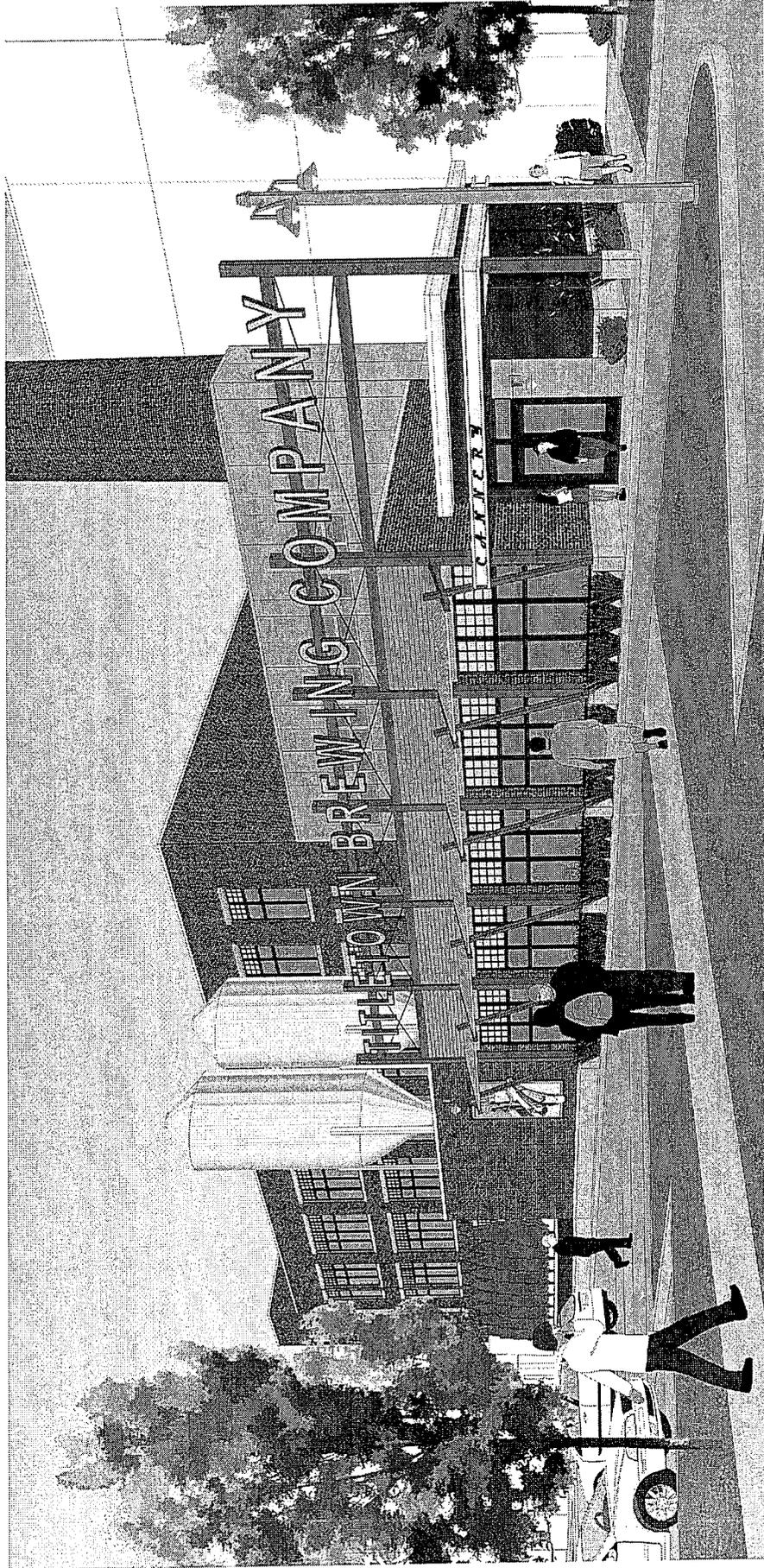


Exhibit K-8

View Looking West from Parking Lot



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