



AGENDA OF THE COMMON COUNCIL

TUESDAY, JUNE 18, 2013, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the May 21, 2013, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

PUBLIC HEARINGS

Zoning Ordinance No. 7-13

An ordinance rezoning property located in the 300 blocks of North VanBuren Street and North Webster Avenue and the 900 blocks of Main Street and Pine Street from General Commercial (C1) District to Neighborhood Center (NC) District.

Zoning Ordinance No. 8-13

An ordinance creating a Planned Unit Development for the proposed Whitney Park Townhomes located in the 300 block of North VanBuren Street.

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 May 28, 2013.
3. Report of the Plan Commission Meeting of June 10, 2013.
- 3-I. Report of the Redevelopment Authority Meeting of May 14, 2013.
4. Report of the Redevelopment Authority Meeting of June 11, 2013.

With respect to Items #1 & #2, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

5. Report of the Traffic Commission.
6. Report of the Finance Committee.
7. Report of the Improvement & Service Committee.
8. Report of the Park Committee.

With respect to Item #2, the Committee may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

9. Report of the Personnel Committee.

With respect to Item #7, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

10. Report of the Protection & Welfare Committee.
11. Report of the Protection & Welfare Committee granting Operator Licenses.

RECEIVE & PLACE ON FILE

Building Permit Report for May, 2013.

Municipal Court Report for May, 2013.

City of Green Bay Check Register for May, 2013.

RESOLUTIONS

12. Resolution drawing final orders.
13. Resolution authorizing refund/cancellation of 2012 personal property taxes.
14. Resolution approving relocation payment for Velp Avenue from Norwood Avenue to Military Avenue.
15. Resolution approving storm sewer outfall easement/agreement to serve 3050 Walker Drive.
16. Resolution approving the Wisconsin Department of Natural Resources NR 208-Compliance Maintenance Annual Report.
17. Resolution approving the Development Agreement with Dermond Property Acquisition, LLC, for Parcel Number 12-29, located at the northwest corner of Washington Street and Walnut Street.
- ~~18. Resolution authorizing conditional-use approval at 602 North Chestnut Avenue.~~
19. Resolution authorizing conditional-use approval at 1108 Cherry Street.
20. Resolution ordering sidewalks constructed and issuing 60-day notices.

21. Resolution ordering sidewalks reconstructed and issuing 60-day notices.

ORDINANCES - FIRST READING

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

ZONING ORDINANCES

25. Zoning Ordinance No. 7-13
An ordinance rezoning property located in the 300 blocks of North VanBuren Street and North Webster Avenue and the 900 blocks of Main Street and Pine Street from General Commercial (C1) District to Neighborhood Center (NC) District.
26. Zoning Ordinance No. 8-13
An ordinance creating a Planned Unit Development for the proposed Whitney Park Townhomes located in the 300 block of North VanBuren Street.

ORDINANCES - THIRD READING

27. General Ordinance No. 10-13
An ordinance amending Section 29.208 of the Code relating to parking regulations.

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, JUNE 18, 2013

7:00 P.M.

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

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

- A. Mike Delahaut Construction, Inc.
- B. Howard Immel, Inc.
- C. Pasanen's Services, LLC

PROTECTION & WELFARE COMMITTEE

Request by the owner's of Cropseys On State, 1336 State Street, to hold an outdoor event on August 24, with music until 1:00 A.M.

Application for a "Class A" Liquor and a Class "A" Beverage License by Krist Oil Company at 1369 E. Mason Street.

Notice of the change of agent for Kocoro, LLC at 301 N. Adams Street.

Application for a "Class B" Combination License by B & K Enterprises, LLC at 913 S. Broadway. (Transfer from RooBee Entertainment Group, LLC)

Application for an available "Class B" Combination License by Denis La at 418 S. Military Avenue.

REPORT OF THE GREEN BAY PLAN COMMISSION
June 18, 2013

The Green Bay Plan Commission, having met on Tuesday, May 28, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Conditional Use Permit (CUP) to authorize a single-family dwelling in an Office Residential (OR) District located at 602 N. Chestnut Avenue.
2. To deny the rezone of 117 N. Ashland Avenue from Low Density Residential (R1) to General Commercial (C1) and the rezone of 107-109 N. Ashland Avenue from Highway Commercial (C2) to General Commercial (C1).
3. To approve the rezone of the 300 Block of North Van Buren Street from General Commercial (C1) to Neighborhood Center (NC) and the rezone of the 300 Block of North Webster Avenue, the 900 Block of Main Street, and the 900 Block of Pine Street from General Commercial (C1) to Neighborhood Center (NC). In addition, the Plan Commission directed staff to work with the developer on a proposed Planned Unit Development (PUD) ordinance to address concerns expressed within the staff report.

REPORT OF THE GREEN BAY PLAN COMMISSION
June 18, 2013

The Green Bay Plan Commission, having met on Monday, June 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the creation of a Planned Unit Development (PUD) for the proposed Whitney Park Townhomes located in the 300 Block of North Van Buren Street.
2. To approve the Conditional Use Permit (CUP) to authorize a two-family dwelling in an Office Residential (OR) District located at 1108 Cherry Street subject to the following:
 - a) A site plan being submitted for the paving of the drive and any related site improvements; and
 - b) All citations and complaints are addressed and complied with to the satisfaction of the Inspection Department.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
May 21, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, May 14, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. The Authority met in closed session to review a Development Agreement for Parcels 12-118 and 12-119 in downtown. The Authority approved the Development Agreement and recommends Council approval.

**DEVELOPMENT AGREEMENT
SCHAUER & SCHUMACHER**

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

WITNESSETH:

WHEREAS, the RDA owns the property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel nos. 12-118 and 12-119) generally located at the northwest corner of the intersection of East Walnut and North Adams Street; and

WHEREAS, the RDA is currently working to acquire parcel 12-122 to combine with parcels 12-118 and 12-119 to facilitate a unified redevelopment of the northwest corner of East Walnut and North Adams Street; and

WHEREAS, the City desires to have DEVELOPER construct a mixed-use development with approximately 8-12 loft apartment or condominium units with 8 indoor parking spaces and approximately 3,000 square feet of retail space with an approximate total construction cost of \$2.6 million on the combined parcels; and

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

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

- I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have between 8 - 12 residential loft apartment or condominium units, 8 interior parking spaces, and approximately 3,000 square feet of retail or commercial space. The total construction costs will be approximately \$2,600,000.
- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than October 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by April 15, 2015, (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. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey to the DEVELOPER and DEVELOPER shall take title to the Property no later than July 15, 2013, for One Dollar (\$1.00) unless CITY assigns its Purchase Agreement for the Property to DEVELOPER. In the event DEVELOPER takes title of the Property pursuant to assignment of CITY's Purchase Agreement, then Section V. shall be null and void. The Property transfer shall occur upon adequate proof to RDA that all Project financing and construction contracts are executed. The Property shall be conveyed by RDA to DEVELOPER in an "as-is" condition and by quitclaim deed.
- B. DEVELOPER shall deposit a refundable development fee of \$50,000.00 at closing for the Property. DEVELOPER shall forfeit this development fee if DEVELOPER fails to complete the Project pursuant to the terms and conditions of this Agreement. RDA may, in its sole discretion, release this fee to DEVELOPER if RDA determines after satisfactory proof that this fee will complete the Project.
- C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

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

III. PARKING.

- A. The DEVELOPER shall construct an interior parking garage with access points on the Project site. Parking and entrances shall comply with all applicable codes and new curb openings and vehicle egress may be subject to Wisconsin Department of Transportation review and approval. DEVELOPER shall be responsible for any modification, damage and/or repair to the public right of way resulting from any construction activity.

IV. EASEMENTS, COVENANTS AND LICENSES.

- ~~A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary. The easements shall run with the land and benefit all subsequent owners of both sides of the property.~~
- ~~B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements,~~

covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

- C. In the event that the RDA or CITY acquires Parcel No. 12-122, RDA or CITY may convey this Parcel to DEVELOPER in its entirety or retain ownership contingent upon DEVELOPER maintaining the Parcel and CITY or RDA granting ingress-egress access to the Property's interior parking.

V. FINANCING.

- A. The DEVELOPER shall provide satisfactory proof of financing to the RDA and the CITY of a minimum of \$2,000,000.00. Satisfactory proof of financing shall include, but is not limited to, personal financial statements, letters of credit, or any loan commitments. DEVELOPER shall provide updated personal financial statements to RDA and CITY on an annual basis for the term of this Agreement.
- B. In order for this Project to occur, CITY shall contribute the lesser of \$275,000 in Tax Increment Financing Assistance or the RDA's actual acquisition costs to obtain the property. These TIF funds shall be repaid through the incremental taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.).
- C. DEVELOPER shall personally guarantee CITY's debt service for the TIF contribution with offsetting credit for the incremental tax assessments generated by the property. Generally, a final Assessed Value of approximately \$1.98 million should be adequate to service the CITY's debt on the project. If however the Actual Assessed Value is less than \$1.98 million, the Developer will be responsible for paying the difference between the actual incremental taxes generated by the project and the CITY's debt service payment. This shall be known as the Annual Shortfall. DEVELOPER shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the CITY's invoice. If DEVELOPER fails to pay for the Annual Shortfall, then the CITY may place the amount as a special charge against the Property or pursue collection pursuant to DEVELOPER's personal guarantee.
- D. Any individual member of the DEVELOPER shall provide a personal guarantee to the CITY/RDA to guarantee CITY's debt service. CITY/RDA will have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. DEVELOPER's personal guarantee shall expire or be released upon the sooner of retirement of CITY's debt service or 13 years if there are no outstanding payments on principal and/or interest.

VI. ENVIRONMENTAL

- A. ~~Subsequent to the conveyance of the Property to DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY and RDA's agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or~~

3-Id

disposal of any hazardous materials or substances as defined under Environmental Laws, whether on or off the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to CITY or RDA, or any other obligation of DEVELOPER to CITY OR RDA under this Agreement.

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

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER shall not sell or transfer the property for the two years following the execution of this Agreement without the RDA's consent. In the event a sale or transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER shall allow RDA or CITY representatives regular access to the Property to monitor the progress of construction. DEVELOPER shall provide invoices of construction work, if requested by RDA or CITY, at ninety (90) day intervals. If DEVELOPER fails to perform any terms or conditions under this Agreement, DEVELOPER'S entire \$50,000.00 development fee shall be forfeited to the CITY and DEVELOPER shall convey Property back to the RDA.
- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- ~~C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization without the RDA's consent.~~
- ~~D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage,~~

encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.

- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than August 1st, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. DEVELOPER shall maintain all significant historic building features, such as architectural details and materials. Any new façade openings shall reasonably attempt to replicate the detail, materials, and proportions of existing openings. All exterior design plans shall be approved by the RDA and the CITY's Historic Preservation Commission prior to the commencement of construction. DEVELOPER shall not perform any structural demolition without prior written approval of the RDA.

The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.

- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

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

IX. OTHER RIGHTS AND REMEDIES.

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

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

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

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.

[SIGNATURE PAGE TO FOLLOW]

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:

Benklin Group, LLC

Peter Nugent, Managing Member

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
CONCEPT PLAN**

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Peter Nugent

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

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

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

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

Peter Nugent

Peter Nugent, subscribed and sworn to before
me this ___ day of _____, 2013.

Notary Public, _____ County, WI
My commission expires _____

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:

1. To approve a development agreement with the Dermond Group (copy attached) for a seven story (including penthouse) mixed-use development on the northwest corner of Washington and Walnut Streets with approximately 93 residential units, 3,316 square feet of retail, and multi-level interior parking for the residential units with approximately 31 parking spaces to be leased or sold to the owners of Parcel 12-24.
2. To approve the term sheet with American Hospitality Management, Inc. (copy attached) for sale and redevelopment of the Clarion Hotel.

**DEVELOPMENT AGREEMENT
DERMOND PROPERTY ACQUISITION**

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

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-29) generally located on the northwest corner of where North Washington Street and East Walnut Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 91 residential apartment units and approximately 3,316 square feet of retail space; and

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

WHEREAS, DPA is owned and controlled by members of the DEVELOPER and DPA is a member of DEVELOPER; and

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project") on the Property. The Project shall have approximately 93 residential studio, one-bedroom, and two-bedroom apartment units and approximately 3,316 square feet of retail and will cost approximately \$14,800,000, which shall include, but is not limited to, structural pilings, land improvements, multi-level interior parking for the 93 apartment units along with approximately 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and a new 7 (seven) story building, including a penthouse.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 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 Property) by May 1, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays 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, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

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

- A. The RDA shall convey to the DEVELOPER the Property for Five Hundred Thousand Dollars and No Cents (\$500,000.00) after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed. DEVELOPER shall execute a \$500,000.00 Promissory Note (hereinafter "Note") to the RDA at the time of conveyance or closing. The Note shall not bear interest and shall be payable upon DEVELOPER's sale of the property to an unrelated entity with the RDA's consent.
- B. Note Adjustment. The Note's principal amount shall be reduced by \$300,000.00 if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the Property for at least 10 consecutive years or the Project reaches a \$10,000,000.00 assessed value. Alternatively, the Note shall be completely forgiven if the Project reaches an \$11,500,000.00 assessed value. If none of these conditions are met or satisfied, then the Note shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. The Note shall only be subordinate to DEVELOPER's mortgage for construction and primary financing for the Project.
- C. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- D. In the event the DEVELOPER fails to commence construction by the Commencement Date,

or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- E. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Property, but cannot guarantee approval of any zoning requests.

III. PARKING.

- A. The DEVELOPER shall construct a multi-level interior parking garage with approximately 93 stalls, 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and access points on the site of the Project for use by the occupants of the Property. Parking and entrances shall comply with all applicable codes and are subject to approval of the CITY and Wisconsin Department of Transportation.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. CITY/RDA shall provide a perpetual landscape easement upon CITY's right-of-way, which shall not obstruct public access, to accommodate DEVELOPER-funded landscape treatments, plazas, and other amenities facing the CityDeck and Fox River.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$8,700,000 and DEVELOPER equity of at least \$2,300,000.00
- B. In order for this Project to occur, CITY shall contribute not less than \$2,484,000.00 in Tax Increment Financing Assistance to DPA (the "Project Grant"). CITY shall structure the debt service for the Project Grant to include capitalized interest to cover the first two years of debt service. The capitalized interest shall be amortized over the term of the loan, which shall be fifteen years, and included within the guarantee set forth in Paragraph C. below. DPA agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. CITY shall disburse the Project Grant to DPA on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph C. below shall be required.
- C. **Personal Guarantee.** Any individual member of the DEVELOPER shall personally guarantee the entire amount of the CITY's debt service, which shall include capitalized interest, incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The CITY's Debt Service is defined as the cost of CITY's borrowing on \$2,484,000.00 of TIF funding, including capitalized interest, over the life of the TIF District. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year

and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on a yearly basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the life of the TID.

VI. ENVIRONMENTAL

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the sale of the Property with the RDA's consent, the RDA may approve DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee. DEVELOPER may, at its discretion, choose to pay off the remaining balance of the Project Grant at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER represents that it is aware of a Development Agreement dated March 24th, 2004, between CITY, RDA, and NICOLET JOINT VENTURES, LLC, and DEVELOPER agrees that it shall comply with all provisions of that Agreement concerning this Project.
- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- D. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- F. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- G. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- H. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than October 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA

to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

- I. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- J. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- K. All documents shall be submitted in triplicate.
- L. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- M. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Property, the RDA shall permit representatives of the DEVELOPER to have access to any part of the Property to which the RDA holds the

right of possession at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.

- B. After closing on the Property, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

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

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES 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 PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES 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 DPA 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 DPA 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 among the PARTIES 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: Dermond Property Acquisition, LLC
Attention: Nora Pecor
757 N. Water Street
Milwaukee, WI 53202

To DPA: DPA, LLC
Attention: Nora Pecor
757 N. Water Street
Milwaukee, WI 53202

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.

[SIGNATURE PAGE TO FOLLOW]

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:

Dermond Property Acquisition, LLC

Attest:

DPA, LLC

EXHIBIT A
LEGAL DESCRIPTION

**EXHIBIT B
CONCEPT PLAN**

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
INSERT PRINCIPAL NAME

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to DPA, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated _____, 2013 (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

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

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

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

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

PRINCIPAL NAME

PRINCIPAL NAME, subscribed and sworn to before me this ___ day of _____, 2013.

Notary Public, _____ County, WI
My commission expires _____

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.

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

4 P

EXHIBIT "A"

42

EXHIBIT "B"

4 r

**REPORT OF THE
TRAFFIC COMMISSION
June 18, 2013**

The Traffic Commission having met Monday, May 20, 2013, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the request to add an eastbound to northbound left-turn arrow to the traffic signal at Dousman Street and Broadway.
2. To postpone 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 until the June 17, 2013 Traffic Commission meeting.
3. To receive and place on file the request to evaluate the traffic speeds on Van Deuren Street at Newtols Street, and to consider switching the 2-WAY STOP condition from Newtols Street to Van Deuren Street, with possible action.
4. To remove and adopt by ordinance the NO PARKING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from Briquetet Street to Ridge Road.
5. To establish and adopt by ordinance a NO PARKING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from Briquetet Street to a point 90 feet west of Ridge Road.
6. To establish and adopt by ordinance a NO STOPPING OR STANDING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from a point 90 feet west of Ridge Road to Ridge Road.
7. To receive and place on file that the Traffic Engineer requests Jackson Elementary school staff to inform parents of the parking zone changes on Langlade Avenue.

REPORT OF THE FINANCE COMMITTEE
June 18, 2013

The Finance Committee, having met on Tuesday, June 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the review of potential retirements for 2013 with a follow up to this report to come back to the committee in August.
2. To award the purchase of an Information Backup System to Unitrends for \$139,798.
3. To approve the purchase of six (6) SCBA's to Oshkosh Fire & Police Equipment, Inc. for \$22,886.
4. To award the purchase of Artistic Painting services for the Bay Beach Sea Dragon Ride & Sign to Joseph Ott for \$12,500.
5. To approve the request by the Finance Director, on behalf of the City Assessor, to cancel certain real and personal property taxes.
6. To approve the report by the Finance Director of the State Board of Assessors determination to reduce Aurora Baycare's personal property assessed value from \$4,064,077 to \$6,411 and the payment of \$101,911.80 made to the organization to stop the accrual of interest and penalties.
7. To hold for one month the discussion and possible action on Oneida Tribe's request to designate certain properties as tax exempt.
8. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$92,000

6.

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
June 18, 2013**

The Improvement and Service Committee, having met on June 12, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Dan Erickson to rescind the solid waste removal charge of \$57.00 at 811 Elmore Street.
2. To approve the request by Neil Cavanaugh to rescind the early set out charge of \$57.00 at 1100 Lyndon Street.
3. To approve the request by Danielle Courchaine to rescind the early set out charge of \$57.00 at 920 Edgewood Drive.
4. To deny the request by Sue Chenault to rescind the early set out charge of \$57.00 at 2035 Manitowoc Road.
5. To approve the request for Richard Binversie, a crossing guard, to create a permanent storage location for the orange crossing cones used by him at the southwest corner of Humboldt Road and Laverne Drive provided conditions as outlined by staff are met.
6. To approve the request by Ald. Kocha, on behalf of Patrick Farrell, for a special exemption to the City's street terrace policy, allowing for a vegetable garden to be planted in the terrace of 604 James Street provided that Mr. Farrell enters into a Hold Harmless Agreement with the City, provides proof of Insurance naming the City as additional insured, temporary erosion control practices are installed, that the exemption will cease after the 2013 growing season and that the terrace area presently being used as a garden will be re-established in turf grass after the 2013-2014 winter.
7.
 - A. To order sidewalks to be constructed on the north side of University Avenue from Humboldt Road to the bus shelter presently located at northerly portion of 2809 University Avenue.
 - B. To investigate the need for sidewalks to be constructed on the south side of University Avenue from Humboldt Road to St. Anthony Drive contingent upon positive discussions between staff, Ald. Kocha and residents of the area to be brought back to the July Committee meeting.
8. To receive and place on file all verbal comments regarding the development of a new Department of Public Works bulk waste policy.
9. To approve the request by the Department of Public Works to approve the Compliance Maintenance Annual Report (CMAR) and authorize the Mayor and City Clerk to sign the resolution for WDNR sanitary sewer collection permit.

10. To approve the report of the Purchasing Agent:
 - A. Request approval to award the purchase of three (3) automated recycling trucks to R.N.O.W. for \$629,390.
 - B. Request approval to award elevator repair work for Pine Street Parking Ramp to Schindler Elevator Corp. for \$14,013.

- C. Request approval to award a 1-year contract with four 1-year renewal options to US Lubricants and Halron Lubricants.
11. A. To approve to award contract SEWERS 3-13 (INCLUDING WATER MAIN) to the low responsive bidder, DeGroot, Inc., in the amount of \$699,720.87.
- B. To approve to award contract PAVEMENT 1-13 to the low responsive bidder, Peters Concrete Co., in the amount of \$310,188.49.
- C. To approve to award contract WILDLIFE SANCTUARY BRIDGE REPLACEMENT to the low responsive bidder, Radtke Contractors, Inc., in the amount of \$376,287.07.
- D. To approve to award contract SIDEWALKS 2013 to the low responsive bidder, Martell Construction, Inc., in the amount of \$175,794.50.
- E. To approve to award contract PARKS PROJECT 1-13 SEA DRAGON to the low responsive bidder, Peters Concrete Co., in the amount of \$177,482.03.
- F. To approve to award contract SEWERS 4-13 (INCLUDING WATER MAIN):
- Part A to PTS Contractors, Inc in the amount of \$1,073,955.44.
Part B to Visu-Sewer in the amount of \$402,397.40.
12. 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 | \$15,552.80 |
|--|-------------|
13. To approve the applications for Underground Sprinkler System Licenses by the following:
- A. Fox Valley Irrigation, Inc.
 - B. Father & Son Lawn Service
14. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
- A. Larry VanRite Trucking
 - B. N & L Concrete Construction, LLP
 - C. Tom Phillips Construction, Inc.
15. To approve the request by Port City Bakery, Inc. for a Storm Sewer Outfall Easement / Agreement across City owned property to serve 3050 Walker Drive and authorize the Mayor and City Clerk to execute the easement / agreement.

REPORT OF THE PARK COMMITTEE

June 18, 2013

The Park Committee, having met on Wednesday, June 12, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the amended resolution supporting the Fox-Wisconsin Heritage Parkway.
2. To authorize staff to purchase what was formerly outlot 5 and is now outlot 8 of the Baird Creek Preserve subdivision development as discussed in closed session.
3. To approve athletic field renovations at Beaver Dam Park Diamond #2 and East River Van Beaver Park Diamond #1 as presented by staff.
4. To receive and place on file the Director's Report.

REPORT OF THE PERSONNEL COMMITTEE
June 18, 2013

The Personnel Committee, having met on Tuesday, June 11, 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. Building Custodian I – Police Department
 - b. Clerk Typist III – Inspection
2. To approve paid special leave for Officer Secor and Officer Jordan to attend Firearms Training in Waverly, Tennessee from November 15 – 17, 2013.
3. To receive and place on file the review of Personnel Policy, Chapter 11 regarding Travel and Reimbursement. Motion carried 3-1 with Ald. Kocha voting no.
4. To hold the review of the Web and Graphic Designer position for one month and schedule a meeting with Ald. DeWane, Director Boland, Mr. Hronek and Mr. Rand for further review.
5. To receive and place on file the report on upcoming insurance benefit timelines.
6. To receive and place on file the report of routine Personnel Actions for regular employees.
7. To proceed with labor negotiations as discussed in closed session.

9

PROTECTION & WELFARE COMMITTEE REPORT
June 18, 2013

The Protection & Welfare Committee, having met on Thursday, June 13, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To refer to staff the request by the Police Department to amend Green Bay Municipal Code 6.07 relating to the regulation of junk dealers.
2. To approve the request by Ald. Moore to create a commercial building maintenance code.
3. To approve the application for a Direct Sellers Permit from Young Life Green Bay (food cart).
4. To approve the application for a "Class B" Combination license by TREL, LLC at 2266 Main Street with the approval of proper authorities. (Transfer from Bay Star, Inc.)
5. To approve the application for a "Class B" Combination license by Dawn Van Pay at 1610 Cass Street with the approval of proper authorities. (Transfer from Steve Van Pay)
6. To approve the application for one of eight available "Class B" Combination licenses by Nhia Kong at 1583 Main Street contingent upon the Police Department's approval of the security system, and with the approval of proper authorities.
7. To approve the request by the owners of Party Line Tavern LLC, 601 Bellevue Street, to hold an outdoor event on August 17 and to allow music until 11:30 p.m. The approval of the request is subject to complaint.
8. To approve the request by owner of Brewski's on Broadway, 1110 S. Broadway, to hold an outdoor event on July 27. The approval of the request is subject to complaint.
9. To approve the request by owner of Molly McGee's Irish Pub, 401 S. Washington Street, to hold an outdoor event on July 20 or August 24. The approval of the request is subject to complaint.

10. To approve the request by Mark Beerntsen, 200 N. Broadway, to amend their liquor license to include the outdoor sale of wine during Farmer's Market on Wednesday nights with the approval of proper authorities.

11. To deny the objection by Jim Hobbins to a "Dangerous Dog Declaration".

12. To approve the request to keep three dogs at 413 Schwartz Street 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.
13. To approve the request to keep three dogs at 479 Earnhardt Court 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.
14. To approve the request to keep three dogs at 331 Windward Road 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 request to keep four dogs at 1026 Eastman Avenue with the stipulation that upon the death of two of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
16. To approve the request to keep four dogs at 1201 S. Fisk Street with the stipulation that upon the death of two of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
17. To deny the appeal by Ashley Jackson to the denial of her operator license application (referred back from the May 13, 2013 meeting).
18. To deny the appeal by Perry Bowman to the denial of his operator license application.
19. To deny the appeal by Candice Blazer to the denial of her operator license application.
20. To deny the appeal by Sean Larsen to the denial of his public vehicle operator license application.
21. To deny the appeal by Vernon Hooker to the denial of his public vehicle operator license application.
22. To approve the applications for various liquor/beer licenses for the 2013-14 License Year (see attached).
23. To receive and place on file the request by Ray Salter to address the issue of ~~loud noise from outdoor bands and enforcement of motorcycle noise.~~

24. To approve the request by the City Attorney's Office to repeal the following sections of the Green Bay Municipal Code.
- (a) Section 6.17 Retail Food Licensing
 - (b) Section 6.175 Vending of Food
 - (c) Section 6.18 Restaurant Licensing
 - (d) Section 6.19 Bakery and Confectionery Licensing
 - (e) Section 6.23 Public Swimming Pool Licensing
 - (f) Section 6.24 Milk Distribution and Sale
 - (g) Section 6.25 Bed and Breakfast Establishments
 - (h) Section 6.26 Regulation of Massage Establishments, Massage Technicians, and Employees
 - (i) Section 6.29 Tattoo Establishments

"CLASS A" LIQUOR & BEVERAGE

The Traveling Chef, LLC
The Traveling Chef
335 ½ N. Broadway

CLASS "B" BEVERAGE

Pedro Curiel
Taco Burrito
1697 E. Mason St.

Laborel, Inc.
Golden Basket
1350 S. Military Ave.

"CLASS B" COMBINATION

Sue Long, LLC
Billy Goat's Pub
709 S. Broadway

Strats, Inc.
Cliffhangers
2850 Humboldt Rd.

Saz's Cater, Inc.
Frozen Tundra Tailgate Zone
1265 Lombardi Ave.

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

Juan Maldonado
Taqueria Maldonado's
1737 Main St.

Timsan's, Inc.
Timsan's Japanese Steak House
1654 E. Mason St.

Confetti's, Inc.
~~Confetti's~~
217 E. Walnut St.

Baker & MacArthur, Inc.
The Loading Dock
1405 N. Webster Ave.

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

June 18, 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

Ahern, Elizabeth S	Horne, Tracy L	Smeester, Patricia N
Baretta, Madeline R	Huguet, Pamela A	Sopata, Sarah J
Barlament, Diane E	Janowski, Peter J	Sparks, Sierra N
Barrett, Mollie A	Klapper, Alison N	Strong, Eduvina
Baudhuin, Kristina A	Kluth, Mary K	Strzelecki, Brenda L
Bauer, Andrea A	Konowalski, Boyd P	Suelflohn, Trevor P
Berton, Cynthia L	Krause, Janie L	Svoboda, Jody L
Bethke, James A	Krueger, Tabitha I	Thilmony, Shelbie L
Bohrer, Heidi K	Kruse, Kimberly S	Thomson, Sally A
Botz, Grant J	LaFrombois, Mark R	Valentyn, Lee T
Burhite, Michelle A	Lance, Mandi L	Van Laarhoven, Andre K
Butterfield, Kenny W	Libert, Nicole C	Vanderwalker, Jackilynn R
Carlson, Elaine D	Loch, Kathy M	VanPay, Adam J
Cegelski, Ashley E	Newman, Kevin E	Wery, Amanda L
Choroszy, Jacob M	Ochoa, Carlos H	Wheeler, Alison N
Conrad, Emily L	Olejniczak, Josh S	Williams, Nathan E
Coopman, April M	Ott, Travis G	Wilson, Charlene D
Courtney, Patricia R	Ozarowicz, Alexandra M	Wyckoff, Sarah R
Craft, Dawn E	Passamani, Dawn J	Zambarda, Roger S
Craver, Mary KW	Peot, Kevin J	
Dercks, Stacy L	Petasek, Philip P	
Eickmeyer, Deborah A	Richert, Pamela J	
Espe, Madisen R	Roberts, Cynthia I	
Euclide, Brian J	Rosin, Carrie J	
Garcia, Dolores E	Ruiz, Katy Jo I	
Gerrits, Maria D	Sawlsville, Kristen A	
Gossen, April R	Schmaus, Lindsey K	
Grossman, Kirsten L	Schwartz, Kayla M	
Grullon, Xavier	Shafranski, Ashley A	
Halloran, Susan L	Sigler, Brendan P	
Harrington, Anne N	Skaletski, Brehanna M	

FINAL PAYMENTS RESOLUTION
June 18, 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. CITY DECK – PHASE II CONSTRUCTION (DOCKS AND GANGWAYS, CHERRY STREET LANDING, AND PINE STREET LANDING)

SMA Construction Services, LLC.

TOTAL AMOUNT EARNED:	\$ 2,209,124.18
LESS AMOUNT RETAINED:	\$ <u>0.00</u>
	\$ 2,209,124.18
LESS AMOUNT PREVIOUSLY PAID:	\$ <u>2,179,124.18</u>
AMOUNT DUE THIS ESTIMATE:	\$ 30,000.00

ACCOUNT NUMBERS

479-50-500-000-55392-000000-000-64060: \$30,000.00

PO #104904

2. SEWERS 5-12

PTS Contractors, Inc.

TOTAL AMOUNT EARNED:	\$ 192,986.05
LESS AMOUNT RETAINED:	\$ <u>0.00</u>
	\$ 192,986.05
LESS AMOUNT PREVIOUSLY PAID:	\$ <u>186,145.40</u>
AMOUNT DUE THIS ESTIMATE:	\$ 6,840.65

ACCOUNT NUMBERS

412-50-500-501-55355-000000-000-63092: \$6,840.65

PO #105169

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

mms

RESOLUTION AUTHORIZING REFUND/CANCELLATION
OF 2012 PERSONAL PROPERTY TAXES

June, 2013

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

That, as per the recommendation of the Finance Committee at its meeting of June 11, 2013, the following 2012 personal property taxes be refunded or cancelled:

<u>Account</u>	<u>Amount</u>
16833 Rabideau Window Cleaning	16.20 (cancel)
16966 NMHG Financial Services Inc.	2,196.20 (refund)
7696 J's Compressor Repair	277.40 (cancel)

Adopted _____

Approved _____

Mayor

Clerk

bc

**RESOLUTION APPROVING RELOCATION PAYMENT
FOR VELP AVENUE FROM NORWOOD AVENUE
TO MILITARY AVENUE
JUNE 18, 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

\$15,552.80

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING STORM SEWER OUTFALL
EASEMENT/AGREEMENT
TO SERVE 3050 WALKER DRIVE
JUNE 18, 2013**

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

To approve the request by Port City Bakery, Inc. for a Storm Sewer Outfall Easement / Agreement across City owned property to serve 3050 Walker Drive and authorize the Mayor and City Clerk to execute the easement / agreement.

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 18, 2013**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2012:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system; and
3. Complete a capacity, management, operation and maintenance (CMOM) self assessment to determine the strengths and weaknesses in the City's sanitary sewer collection system.

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

RESOLUTION APPROVING THE
DEVELOPMENT AGREEMENT WITH
DERMOND PROPERTY ACQUISITION, LLC,
FOR PARCEL NUMBER 12-29, LOCATED
AT THE NORTHWEST CORNER OF
WASHINGTON STREET AND WALNUT STREET

June 18, 2013

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

WHEREAS, the Common Council has created TIF No. 5 District and adopted a project plan for the district; and

WHEREAS, the Dermond project is located within the TIF No. 5 District and complies with the project plan for TIF No. 5 previously adopted by the Redevelopment Authority and Common Council; and

WHEREAS, the Redevelopment Authority has approved the development agreement for the Dermond 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
DERMOND PROPERTY ACQUISITION**

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

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-29) generally located on the northwest corner of where North Washington Street and East Walnut Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 91 residential apartment units and approximately 3,316 square feet of retail space; and

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

WHEREAS, DPA is owned and controlled by members of the DEVELOPER and DPA is a member of DEVELOPER; and

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project") on the Property. The Project shall have approximately 93 residential studio, one-bedroom, and two-bedroom apartment units and approximately 3,316 square feet of retail and will cost approximately \$14,800,000, which shall include, but is not limited to, structural pilings, land improvements, multi-level interior parking for the 93 apartment units along with approximately 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and a new 7 (seven) story building, including a penthouse.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 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 Property) by May 1, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays 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, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

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

- A. The RDA shall convey to the DEVELOPER the Property for Five Hundred Thousand Dollars and No Cents (\$500,000.00) after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed. DEVELOPER shall execute a \$500,000.00 Promissory Note (hereinafter "Note") to the RDA at the time of conveyance or closing. The Note shall not bear interest and shall be payable upon DEVELOPER's sale of the property to an unrelated entity with the RDA's consent.
- B. Note Adjustment. The Note's principal amount shall be reduced by \$300,000.00 if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the Property for at least 10 consecutive years or the Project reaches a \$10,000,000.00 assessed value. Alternatively, the Note shall be completely forgiven if the Project reaches an \$11,500,000.00 assessed value. If none of these conditions are met or satisfied, then the Note shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. The Note shall only be subordinate to DEVELOPER's mortgage for construction and primary financing for the Project.
- C. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:

-
- 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
-

- D. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- E. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Property, but cannot guarantee approval of any zoning requests.

III. PARKING.

- A. The DEVELOPER shall construct a multi-level interior parking garage with approximately 93 stalls, 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and access points on the site of the Project for use by the occupants of the Property. Parking and entrances shall comply with all applicable codes and are subject to approval of the CITY and Wisconsin Department of Transportation.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. CITY/RDA shall provide a perpetual landscape easement upon CITY's right-of-way, which shall not obstruct public access, to accommodate DEVELOPER-funded landscape treatments, plazas, and other amenities facing the CityDeck and Fox River.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$8,700,000 and DEVELOPER equity of at least \$2,300,000.00
- B. In order for this Project to occur, CITY shall contribute not less than \$2,484,000.00 in Tax Increment Financing Assistance to DPA (the "Project Grant"). CITY shall structure the debt service for the Project Grant to include capitalized interest to cover the first two years of debt service. The capitalized interest shall be amortized over the term of the loan, which shall be fifteen years, and included within the guarantee set forth in Paragraph C. below. DPA agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. CITY shall disburse the Project Grant to DPA on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph C. below shall be required.
- C. **Personal Guarantee.** Any individual member of the DEVELOPER shall personally guarantee the entire amount of the CITY's debt service, which shall include capitalized interest, incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The CITY's Debt Service is defined as the cost of CITY's borrowing on \$2,484,000.00

of TIF funding, including capitalized interest, over the life of the TIF District. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on a yearly basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the life of the TID.

VI. ENVIRONMENTAL

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the sale of the Property with the RDA's consent, the RDA may approve DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee. DEVELOPER may, at its discretion, choose to pay off the remaining balance of the Project Grant at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER represents that it is aware of a Development Agreement dated March 24th, 2004, between CITY, RDA, and NICOLET JOINT VENTURES, LLC, and DEVELOPER agrees that it shall comply with all provisions of that Agreement concerning this Project.
- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- D. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- F. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- G. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- H. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than November 1, 2013. Design Development Documents shall consist of

site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

- I. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- J. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- K. All documents shall be submitted in triplicate.
- L. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- M. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

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

IX. OTHER RIGHTS AND REMEDIES.

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

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES 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 PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES 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 DPA 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 DPA 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 among the PARTIES 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: Dermond Property Acquisition, LLC
Attention: Nora Pecor
757 N. Water Street
Milwaukee, WI 53202

To DPA: DPA, LLC
Attention: Nora Pecor
757 N. Water Street
Milwaukee, WI 53202

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.

[SIGNATURE PAGE TO FOLLOW]

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:

Dermond Property Acquisition, LLC

Attest:

DPA, LLC

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
CONCEPT PLAN**

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
INSERT PRINCIPAL NAME

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to DPA, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated _____, 2013 (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

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

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

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

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

PRINCIPAL NAME

PRINCIPAL NAME, subscribed and sworn to before
me this ___ day of _____, 2013.

Notary Public, _____ County, WI
My commission expires _____

RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 602 NORTH CHESTNUT AVENUE
(ZP 13-14)

June 18, 2013

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

That, pursuant to Zoning Petition 13-14 and the recommendation of the Plan Commission on May 28, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a single-family dwelling in an Office Residential (OR) District located on the following described property at 602 North Chestnut Avenue:

Tax Parcel Number 5-912: Elmores Addition, west one-half of
Lots 31 and 32, except the north 25 feet

Tax Parcel Number 5-913: Elmores Addition, east one-half of
Lots 31 and 32, except north 5 feet of Lot 31

Adopted _____

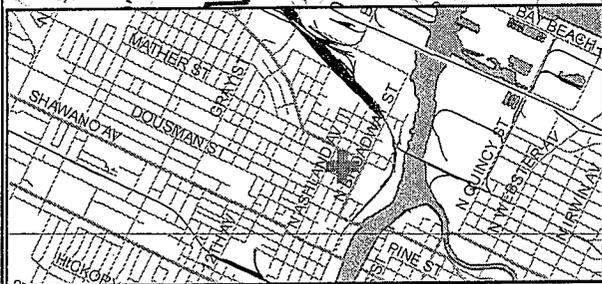
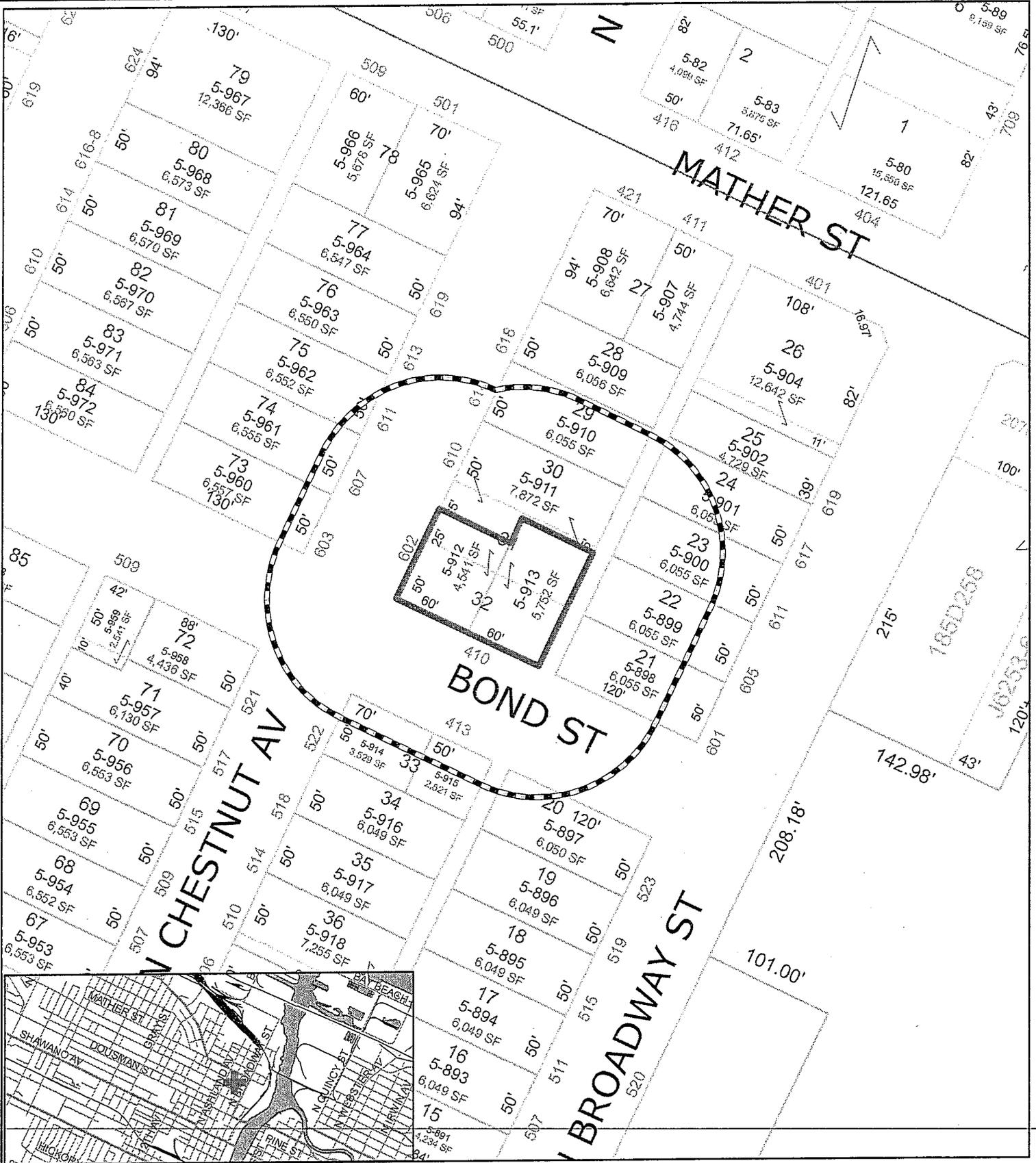
Approved _____

Mayor

Clerk

bc

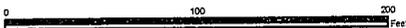
Attachment – Map



Zoning Petition (ZP 13-14)

Request to authorize a Conditional Use Permit (CUP) for a single-family dwelling in an Office Residential (OR) District located at 602 North Chestnut Avenue

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. May 2013. \Planning\CityZPM\2013\ZP13-14



- Subject Area
- 100' Notice Area

18A

RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1108 CHERRY STREET
(ZP 13-17)

June 18, 2013

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

That, pursuant to Zoning Petition 13-17 and the recommendation of the Plan Commission on June 10, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a two-family dwelling in an Office Residential (OR) District located on the following described property at 1108 Cherry Street:

Tax Parcel Number 14-183: The north 115 feet of Lot 654, except the westerly 3 feet, Plat of Navarino

Said conditional-use permit shall be granted subject to:

- a. A site plan being submitted for paving of the drive and any related site improvements.
- b. All citations and complaints are addressed and complied with to the satisfaction of the Inspection Division.

Adopted _____

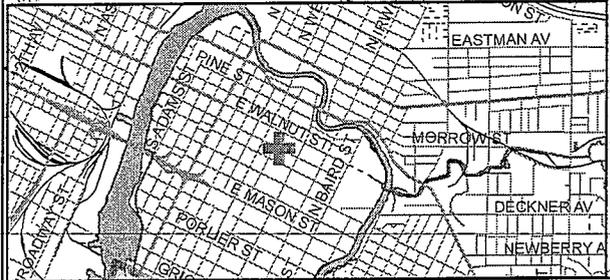
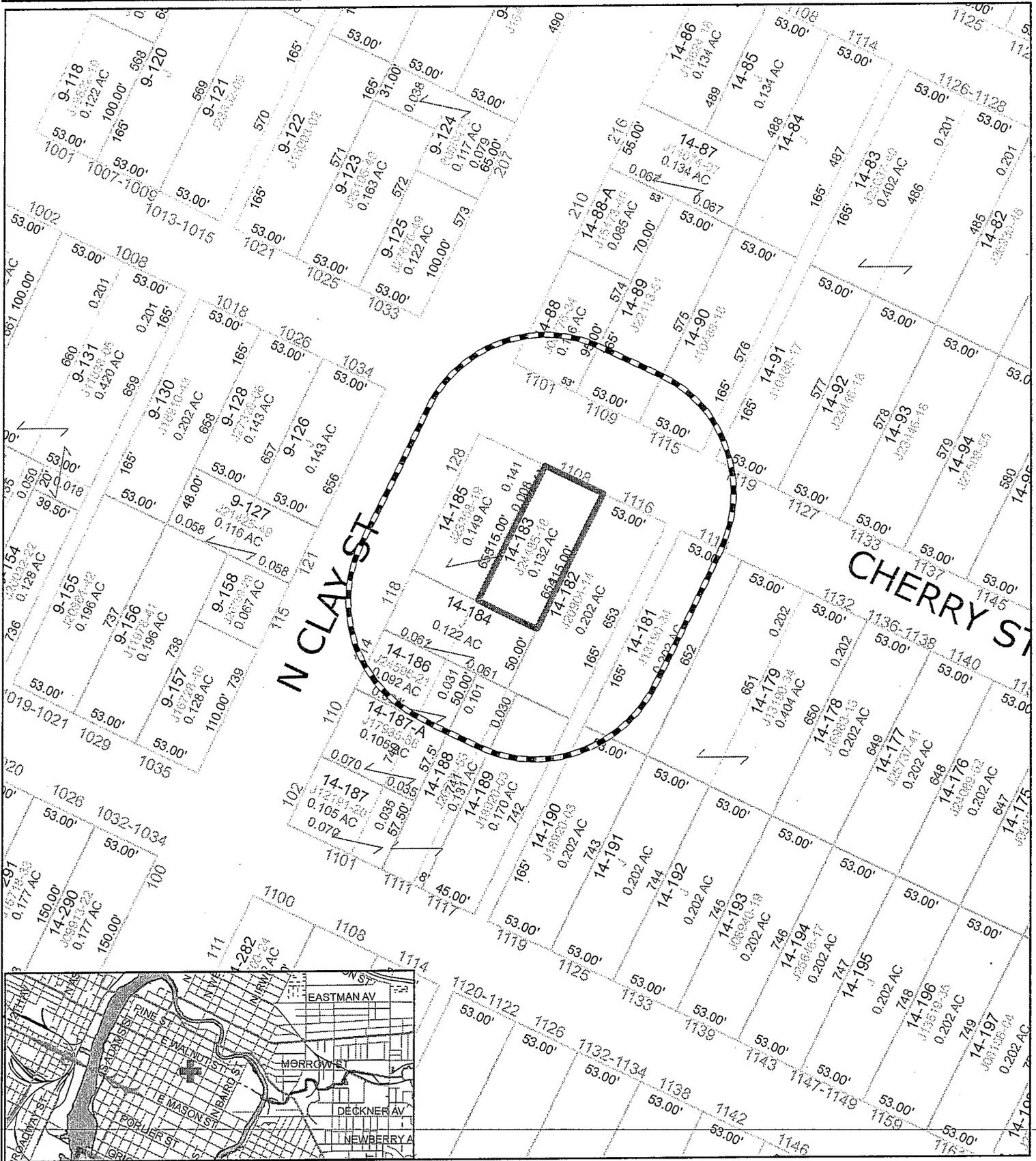
Approved _____

Mayor

Clerk

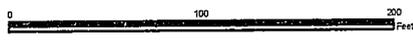
bc

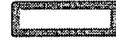
Attachment – Map



Zoning Petition (ZP 13-17)
Request to authorize a Conditional Use Permit (CUP) for a two-family dwelling in an
Office Residential (OR) District located at 1108 Cherry 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. May 2013. \Planning\CityZPMaps\2013\ZP13-17



-  Subject Area
-  100' Notice Area

19a

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

THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED CONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
MAIN ST E MASON ST TO GUNS RD (4931)			
21-1361 NAKOMA TOWERS LLC 6264 NESBITT RD MADISON, WI 53719-1948	2030 E MASON ST ASTORS SUBD OF PC 3 TO 7 ESFR PART LOT 26 COM NW COR S25*12'W 259.5 FT S64*44'E 121.55 FT N25*16'E 157.1 FT S64*44'E 161.21 FT N32*18'W TO N/L W TO BEG & PART OF MAIN ST DESC IN J15011-14 & PRT IN 1063 R 197 & PRT OF LOT 25 DESC IN 818 R 96 & LOT 1 OF 21 CSM 51 BNG PRT OF LOT 26	433.51'	
21-1361-3-6 C & H ENTERPRISES LLC C/O MATTHEW R OLSON 3472 AMBER LN GREEN BAY, WI 54311	2056 MAIN ST LOTS 2 & 3 OF 21 CSM 51 BNG PART OF LOT 26 OF ASTORS SUBD OF PC 3 TO 7 ESFR & PART OF J14251-15 LYG ADJ	133.26'	
21-453-2 PDQ CAR WASHES PO BOX 22190 GREEN BAY, WI 54305-2190	2126 MAIN ST LOTS 2 & 3 OF 11 CSM 87 BNG PART OF LOT 27 ASTORS SUBD OF PC 3-7 ESFR & ALSO PART OF J15228-23 LYG ADJ	276.71'	
21-453-6 PDQ CAR WASHES PO BOX 22190 GREEN BAY, WI 54305-2190	2120 MAIN ST LOT 1 OF 11 CSM 87 BNG PRT OF LOT 27 ASTOR'S SUBD OF PC 3-7 ESFR & ALSO PART OF J15228-23 LYG ADJ	86.50'	
21-455-3 STEARNS BANK NA ESCROW T&LS FUTURE LLC PO BOX 7338 ST CLOUD, MN 56302-7338	2206 MAIN ST LOT 1 OF 57 CSM 112 BNG PRT OF LOTS 27 & 28 OF ASTORS SUBD OF PC 3-7 ESFR	437.75'	
MORROW ST 1900 MORROW ST TO DANZ AV (4932)			
21-1218-3 PARKWAY HIGHLANDS I LLC 660 W RIDGEVIEW DR APPLETON, WI 54911-1254	321 HIGHLAND PARK AV PRT OF NW1/4 SE1/4 & PRT OF NE1/4 SE1/4 SEC 32 T24N R21E DESC IN J10208-1 & LYG W OF J17481-24 & PRT IN	566.72'	

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
21-1218-4 GREEN BAY SENIOR APARTMENTS MORROW LLC 2 E MIFFLIN ST STE 801 MADISON, WI 53703-4270	2083734 1900 MORROW ST LOT 1 OF 55 CSM 141 BNG PRT OF NW1/4 SE1/4 SEC 32 T24N R21E	205.00'	
21-297-1 WISCONSIN PUBLIC SERVICE ATTN: REAL ESTATE PO BOX 19001 GREEN BAY, WI 54307-9001	HIGHLAND PARK AV THAT PRT OF 226 D 213 LYG E OF 46 CSM 330 EX RDS & PRT OF VAC BROOK ST DESC IN 1826231 BNG PRTS OF NW1/4- SE1/4 & NE1/4-SE1/4 SEC 32 T24N R21E	603.00'	
21-297-2 PARKWAY HIGHLANDS TOWNHOMES LLC 660 W RIDGEVIEW DR APPLETON, WI 54911-1254	2020 MORROW ST PART OF NE1/4 SE1/4 SEC 32 T24N R21E DESC IN J17481-24 & PRT VAC ST IN 1829060 EX 2083734	468.58'	

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

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

THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED RECONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
BELLEVUE ST CASS TO LOUISE (4877)			
=====			
21-2037 BELLEVUE BAR LLC 3048 CTH EE ABRAMS, WI 54101-9758	704 BELLEVUE ST HOWARD ADDN LOT 1 EX SLY 2 FT BLK 1	25.00'	
BOND ST ETHEL AND WILSON (4918)			
=====			
5-1307 KANATALOLOKS SKENANDORE 1173 BOND ST GREEN BAY, WI 54303-4040	1173 BOND ST MILITARY RESERVE THAT PRT O F LOT 185 DES IN 603 R 486 BCR	20.00'	
5-1311-C MARNIE M SKIBO 1193 BOND ST GREEN BAY, WI 54303-4040	1193 BOND ST MILITARY RESERVE THAT PRT O F THE NW 1/4 OF TH S 1/2 OF LOT 187 AS DES IN 256 D 453 BCR	23.00'	23.00'
BOND ST PLATTEN AND LOCUST (4920)			
=====			
6-67-E KEVIN E & KIM L HANSON 1375 BOND ST GREEN BAY, WI 54303-4351	1375 BOND ST LOT A OF 1 CSM 105 BNG PART OF LOT 95 MILITARY RESERVE	35.00'	15.00'
BUCHANAN ST N DESNOYERS TO VELP (4908)			
=====			
18-1015-16 LAO VANG 1003 N BUCHANAN ST GREEN BAY, WI 54303-4007	1003 N BUCHANAN ST SUBD OF BLOCKS 7,8 & 9 THE PLAT OF COLONIAL VILLAGE LOT 34 BLK 9	60.00'	60.00'

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
CEDAR ST NEWHALL TO ELIZABETH (4880)			
19-145	1536 CEDAR ST	20.00'	20.00'
PATRICK A & KAREN L TRUTTMANN 4350 HUMBOLDT RD GREEN BAY, WI 54311	J M SMITHS ADD LOT 62		
19-147	1544 CEDAR ST	40.00'	15.00'
DARIO MURO CASTANEDA 1544 CEDAR ST GREEN BAY, WI 54302	J M SMITHS ADD LOT 64		
CHICAGO ST MONROE TO QUINCY (4885)			
14-400	443 S MONROE AV	10.00'	
KAN RENTALS LLC C/O KENNETH A NIER 726 N HURON ST DE PERE, WI 54115-2621	PLAT OF ASTOR W 85 FT OF LOT 9 & S 5 FT OF W 100 FT OF LOT 10 EX ST AS DESC IN 975 R 453 BLK 36		
CLAY ST S E MASON TO CHICAGO (4872)			
14-861	514 S CLAY ST	191.00'	70.00'
SAINT PAUL EVANGELICAL LUTHERAN CHURCH 514 S CLAY ST GREEN BAY, WI 54301-3906	PLAT OF ASTOR LOTS 1-6 & 11 & N 44 FT OF LOT 10 & N 44 FT OF W 65 FT OF LOT 7 BLK 98 EX RD IN 2253740 & PRT OF LOTS 7-10 DESC IN 2253741 & E 100 FT OF LOTS 7 & 8 EX 1110 R 297 & EX ST		
CLAYTON PL JUNIPER TO LILAC (4868)			
21-2975	1033 CLAYTON PL	25.00'	25.00'
BRYAN & JULIE DE VILLERS 1033 CLAYTON PL GREEN BAY, WI 54302-2323	JEANEAL SUBD FIRST ADDITION LOT 44		
CLEVELAND ST HICKORY HILL TO SIXTH (4907)			
2-834	1006 CLEVELAND ST	30.00'	30.00'
JOHN A & DIANE A PETERS 1006 CLEVELAND ST GREEN BAY, WI 54304-2406	PLANERT & SURPLICE ADD SUBD OF LOT 42 OF CLA TANKS SUBD OF PC 2 TO 9 LOT 1 BLK 2		

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
COLUMBIA AV KELLOGG TO ELMORE (4886)			
5-303 TROY J ROBERTSON 408 COLUMBIA AV GREEN BAY, WI 54303-2943	408 COLUMBIA AV NORTHMOOR ADD LOT 6 BLK 5	20.00'	20.00'
5-304 SUSAN M ROGERS 406 COLUMBIA AV GREEN BAY, WI 54303-2943	406 COLUMBIA AV NORTHMOOR ADD LOT 7 BLK 5	20.00'	20.00'
DESNOYERS ST ETHEL TO BUCHANAN (4922)			
18-980 BETTY L JONES 1144 DESNOYERS ST GREEN BAY, WI 54303-4045	1144 DESNOYERS ST SUBD OF BLOCKS 7, 8 & 9 THE PLAT OF COLONIAL VILLAGE LOT 1 BLK 8	120.00'	90.00'
DESNOYERS ST WINFORD AND BUCHANAN (4923)			
18-916 MELVIN KOBES 1147 DESNOYERS ST GREEN BAY, WI 54303-4072	1147 DESNOYERS ST SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 9 BLK 4	75.00'	25.00'
DESNOYERS ST ROYAL TO THRUSH (4924)			
18-1153 JEANNE M MORTENSEN 1328 DESNOYERS ST GREEN BAY, WI 54303-4353	1328 DESNOYERS ST PLAT OF MATHER HEIGHTS LOT 12 BLK 10	14.00'	14.00'
DOUSMAN ST ONEIDA TO PLATTEN (4914)			
5-675-7 SANDRA K BERRES 1225 DOUSMAN ST GREEN BAY, WI 54303-3032	1225 DOUSMAN ST DOUSMANS & ELMORES 2ND ADD W 56 FT OF THE E 106 FT OF THE N 130 FT OF LOT 54 DES IN VOL 232 D 542 BCR	20.00'	10.00'

216

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
EIGHTH ST MEACHAM TO SPENCE (4895)			
1-1640 ALICE C SCHWEIGERT 1228 EIGHTH ST GREEN BAY, WI 54304-2367	1228 EIGHTH ST MEACHAM SUBD LOT 15 BLK 2	53.00'	48.00'
ELIZA ST IRWIN TO BAIRD (4875)			
17-535 ERIC J FUSS 1317 ELIZA ST GREEN BAY, WI 54301	1317 ELIZA ST PLAT OF ASTOR LOT 23 BLK 134	35.00'	
ELM ST NEWHALL TO ELIZABETH (4883)			
19-60 ALEJANDRO LOPEZ 1551 ELM ST GREEN BAY, WI 54302-1803	1551 ELM ST NEWBERRYS ADD SUBD #1 E 54 FT OF W 69.62 FT OF S 1/2 OF LOT 93	28.00'	10.00'
FERN LN WAYFARER TO ST BERNARD (4869)			
21-2475-D-17 CONRAD SERVI (LE) 2038 FERN LN GREEN BAY, WI 54302-4026	2038 FERN LN ST BERNARD HEIGHTS LOT 17	35.00'	25.00'
21-2475-D-18 JEFFREY A & MARY M GRUSE 2046 FERN LN GREEN BAY, WI 54302-4026	2046 FERN LN ST BERNARD HEIGHTS LOT 18	10.00'	10.00'
21-2475-D-6 DENNIS R & CHERYL TIMM 2047 FERN LN GREEN BAY, WI 54302-4025	2047 FERN LN ST BERNARD HEIGHTS LOT 6	21.50'	21.50'
21-2475-D-7 EMILY A RUECKL 2041 FERN LN GREEN BAY, WI 54302-4025	2041 FERN LN ST BERNARD HEIGHTS LOT 7	46.00'	46.00'
FIFTEENTH AV SCHOOL TO WESTERN (4906)			
3-791 RICHARD L LEURQUIN 3043 EVERGREEN AV GREEN BAY, WI 54313-7225	324 FIFTEENTH AV CADY & BURDONS ADDN LOT 6 BLK C	10.00'	10.00'

21c

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
FOURTEENTH AV MASON TO THIRD (4901)			
2-585 GREG A NESS 975 W MASON ST GREEN BAY, WI 54303-1765	975 W MASON ST TANKS 5TH ADDN ELY 102 FT OF LOT 3 & ELY 102.5 FT OF LOT 4 & ELY 103 FT OF LOT 5 EX J24087-44 BLK 70	110.00'	
HAROLD ST HENRY TO NEWTOLS (4884)			
21-2173-2-3 JEANNE H MILLER 1832 HAROLD ST GREEN BAY, WI 54302-3031	1832 HAROLD ST NEWBERRYS ADDN SUBD #1 W 53 FT OF E 159 FT OF S 121 FT OF N 428 FT OF LOT 13	30.00'	25.00'
HEYRMAN ST CHICAGO TO KIMBALL (4870)			
21-1443-30 MARIA RAMIREZ DUARTE & BRENDA R DUARTE 455 HEYRMAN ST GREEN BAY, WI 54302	455 HEYRMAN ST BOERSCHINGERS PLAT LOT 9 BL K 3	15.00'	10.00'
21-1443-31 MICHAEL J & VICKI A WARDEN 463 HEYRMAN ST GREEN BAY, WI 54302-2861	463 HEYRMAN ST BOERSCHINGERS PLAT LOT 10 B LK 3	30.00'	20.00'
IRVINGTON ST MASON TO SIXTH (4929)			
6-405 SONG X VUE 716 IRVINGTON ST GREEN BAY, WI 54304-2103	716 IRVINGTON ST ASSESSORS PLAT #1 LOT 24	32.20'	32.20'
6H-2754 MICHAEL R & KIMBERLY A ZEGERS 4280 RIVER FOREST CI PULASKI, WI 54162-9795	1304-1306 LA COUNT RD THE DUNES LOT 44	21.00'	21.00'
IRWIN AV S CHICAGO TO E MASON (4876)			
17-420 LORRAINE M POPLASKI 1281 EMILIE ST GREEN BAY, WI 54301	521 S IRWIN AV PLAT OF ASTOR S 1/4 OF LOTS 12 & 13 BLK 130	40.00'	40.00'

21d

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
KELLOGG ST ROYAL TO PARK (4912) =====			
5-1678 WALTER A & BETSY A RITKE 1294 KELLOGG ST GREEN BAY, WI 54303-3130	1294 KELLOGG ST THOMAS WILSON SUBD LOT 7 & E 19 FT 4 IN OF LOT 6 BLK 1	40.00'	30.00'
KENWOOD ST ONEIDA TO SPENCE (4896) =====			
1-1423-B-2-A SAINT MARK EVANGELICAL CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842	1167 KENWOOD ST TANKS SUB OF PC 12 & N 1/2 OF 13 THAT PRT OF LOT 14 AS DES IN VOL 353 D 333 BCR	170.00'	65.00'
LANGLADE AV FISK TO ST AGNES (4933) =====			
6-1069 JACK D & CAROL A STROMBECK 1523 LANGLADE AV GREEN BAY, WI 54304-3022	1523 LANGLADE AV SCHMITT PLAT #6 W 59 FT OF LOT 6 & E 21 FT OF LOT 5 BLK 3	40.00'	10.00'
N LOCUST ST THOMAS TO VELD (4934) =====			
6-1729 ERIC DENOBLE 1202 N LOCUST ST GREEN BAY, WI 54303-4306	1202 N LOCUST ST LAVERNE PLAT LOT 4	120.00'	20.00'
MASON ST E BELLEVUE TO GEORGE (4879) =====			
21-1908-1 STEPHANIE F JAEGER 1615 E MASON ST GREEN BAY, WI 54302-2719	1615 E MASON ST GUESNIERS ADDN S 85 FT OF L OT 10 & S 85 FT OF E 3 FT OF LOT 9 BLK 1	70.00'	50.00'
MATHER ST MARSHALL TO LARK (4911) =====			
18-413-A BRA THAO YANG 1252 MATHER ST GREEN BAY, WI 54303-4178	1252 MATHER ST VAN DYCKES CO'S ADDN W 1/2 OF LOTS 9 & 10 BLK 20	10.00'	10.00'

2 / e

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
MONROE AV S EMILIE AND GRIGNON (4873)			
16-104 JOHN & AMY HURCKMAN 1133 S MONROE AV GREEN BAY, WI 54301-3207	1133 S MONROE AV PLAT OF ASTOR LOT 11 BLK 72	36.00'	6.00'
NANCY AV DAVID TO CONOVER (4919)			
6-2393 BERKERR FAMILY LP 9257 DUDZIK RD KRAKOW, WI 54137-9713	1795-1797 NANCY AV WEST PARK SUBDIVISION LOT 33	63.10'	63.10'
6-2559 BERKERR FAMILY LP 9257 DUDZIK RD KRAKOW, WI 54137-9713	1807-1811 NANCY AV WEST PARK SUBD 1ST ADD LOT 133	67.90'	46.60'
NICOLET AV HICKORY HILL TO EIGHTH (4889)			
1-1515 RICHARD C & JULIE R BOGNER JR 1120 NICOLET AV GREEN BAY, WI 54304-2423	1120 NICOLET AV MARQUETTE PARK LOT 25 BLK 4	30.00'	20.00'
NORWOOD AV S VICTORY TO LOMBARDI (4897)			
1-1178 BRIAN C FETZER 754 AMBERWOOD DR AUBURN HILLS, MI 48326-1134	1806 S NORWOOD AV HIGHLAND PARK ADDN LOT 106	50.00'	
1-1179 JOSEPH P CLUMPNER 1810 S NORWOOD AV GREEN BAY, WI 54304-3710	1810 S NORWOOD AV HIGHLAND PARK ADDN LOT 107 & N1/2 OF LOT 108	60.00'	
NORWOOD AV S CLINTON TO W MASON (4902)			
2-415 ALVIN J & WENDY J TREPANIER 1895 LAKEVIEW DR GREEN BAY, WI 54313-8842	600 S NORWOOD AV TANKS 5TH ADD LOT 5 BLK 56	15.00'	5.00'

21 f

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
OAK GROVE AV DECKNER TO CROOKS (4882)			
21-2398 BETTY ZIMONICK 218 OAK GROVE AV GREEN BAY, WI 54302-2812	218 OAK GROVE AV OAK GROVE SCHOOL RESERVE LOT 36	20.00'	20.00'
OAKLAND AV S CLINTON TO W MASON (4899)			
2-323 TJV INVESTMENTS I LLC PO BOX 11932 GREEN BAY, WI 54307	602 S OAKLAND AV TANKS 3RD ADD LOT 6 BLK 39	70.00'	
ONEIDA ST N DOUSMAN TO DIVISION (4913)			
5-857 JOHN J & LOIS A BROSTEAU 311 N ONEIDA ST GREEN BAY, WI 54303-3040	311 N ONEIDA ST CENTENNIAL PARK SUBD OF LOT S 5-6-7-8-9-10 DOUSMAN & ELMORES 2ND ADD N 54.50 FT OF LOTS 1 & 2 & N 54.50 FT OF LOT 3 BLK 2	29.00'	29.00'
5-872-A SCOTT G & JANE L KOHLBECK 315 N ONEIDA ST GREEN BAY, WI 54303-3040	315 N ONEIDA ST CENTENNIAL PARK SUBD OF LOT S 5-6-7-8-9-10 DOUSMAN & ELMORES 2ND ADD LOTS 17 & 18 S 54 1/2 FT THEREOF BLK 2	25.00'	15.00'
ONEIDA ST S KENWOOD TO THORNDALE (4891)			
1-2149 SAINT MARK EVANGELICAL LUTHERAN CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842	1804 S ONEIDA ST THORNDALE SUB LOT 1 BLK 1	103.00'	20.00'
1-2490 JINTANG & XIHUA YU 1726 S ONEIDA ST GREEN BAY, WI 54304	1726-1730 S ONEIDA ST SCHMITT PLAT #8 LOT 12 BLK 4	50.00'	25.00'

21.9

NAME	LOCATION	LIN FT	CREDIT
PARK ST THOMAS TO SYRINGA (4909)			
18-1061	1228 PARK ST	20.00'	20.00'
ROBERT F & MARY C CLARK	PLAT OF MATHER HEIGHTS LOT		
1228 PARK ST	4 & NLY 18.34 FT OF LOT 3		
GREEN BAY, WI 54303-4228	BLK 4		
PARK ST DESNOYERS TO RICHARDSON (4917)			
18-1179	1036 PARK ST	35.00'	35.00'
HOLLY M GRONSETH	PLAT OF MATHER HEIGHTS N		
1036 PARK ST	1/2 LOTS 1 & 2 BLK 12		
GREEN BAY, WI 54303-4226			
PLATTEN ST N REED TO OREGON (4915)			
6-108-B	211 N PLATTEN ST	26.50'	26.50'
WALTER D & MICHELLE M	DOUSMAN & ELMORES 2ND ADD E		
MANES	1/2 OF THE N 80 FT OF THE		
211 N PLATTEN ST	S 182 FT OF LOT 42		
GREEN BAY, WI 54303-3135			
QUINCY ST S CASS TO E MASON (4871)			
14-552	645 S QUINCY ST	115.00'	70.00'
MICHAEL J & DENISE A	PLAT OF ASTOR LOT 9 BLK 45		
LAPACZ			
645 S QUINCY ST			
GREEN BAY, WI 54301-3624			
ROOSEVELT ST S LAWE TO IRWIN (4874)			
17-351	801 S ROOSEVELT ST	15.00'	10.00'
LILA J THOMSON	PLAT OF ASTOR N 60 FT OF LO		
801 S ROOSEVELT ST	T 14 BLK 118		
GREEN BAY, WI 54301-3406			
ROY AV BOND TO ELMORE (4935)			
5-786	521 ROY AV	75.00'	55.00'
MICHAEL & SHARON SECORA	MAYFAIR ADD LOT 9 BLK 3		
2686 VALENTINE RD			
ABRAMS, WI 54101			

21 h

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
SHADOW LN GROSS TO ONEIDA (4892)			
1-2630 NANCY A ROBAIDEK 1098 SHADOW LN GREEN BAY, WI 54304-3940	1098 SHADOW LN SOUTHGATE SUBD #3 LOT 9 BLK 9	35.00'	35.00'
SHADOW LN SPENCE TO FRANK (4894)			
1-2215 GARY L BARANOWSKI 3166 ATLANTIS DR GREEN BAY, WI 54313	1239 SHADOW LN DENEYS SUB #4 LOT 7 BLK 1	30.00'	25.00'
SHIRLEY ST NEUFELD TO ERNST (4890)			
6-157-A-1 SCOTT S PRIBYL 1342 SHIRLEY ST GREEN BAY, WI 54304-2245	1342 SHIRLEY ST TANKS SUBD OF PRIVATE CLAIM S 2 TO 9W THAT PRT OF LOT 27 AS DES IN 334 D 192 BCR	20.00'	15.00'
SPENCE ST LIBERTY TO RALEIGH (4888)			
1-2447 SISTERS OF ST FRANCIS OF THE HOLY CROSS 3110 NICOLET DR GREEN BAY, WI 54311-7212	1702 SPENCE ST SCHMITT PLAT #8 LOT 7 & E 23.5 FT OF LOT 6 BLK 2	55.00'	30.00'
ST AGNES DR LIBERTY TO LOCUST (4926)			
6-2763 ROBERT A & KAREN L LYTE 1819 ST AGNES DR GREEN BAY, WI 54304-3033	1819 ST AGNES DR ROSEWOOD SUBD LOT 9	37.00'	30.50'
6-2764 MICHAEL G & MARY A STIEGLER 1821 ST AGNES DR GREEN BAY, WI 54304-3033	1821 ST AGNES DR ROSEWOOD SUBD LOT 10	15.00'	15.00'

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
STONY BROOK LN SPRUCE TO BIRCH (4928)			
6-791 RICHARD & SHARON TOTH 807 STONY BROOK LN GREEN BAY, WI 54304-2127	807 STONY BROOK LN MEACHAMS BIRCH VALLEY ADDN LOT 8	40.00'	35.00'
STUART ST ROOSEVELT TO IRWIN (4878)			
14-1358 MILDRED KRAFT 1299 STUART ST GREEN BAY, WI 54301-4312	1299 STUART ST PLAT OF ASTOR S 130 FT OF LOT 15 BLK 124	25.00'	25.00'
THIRTEENTH AV LIBERTY TO VICTORY (4898)			
1-1308 KATHLEEN M LA LUZERNE 1744 THIRTEENTH AV GREEN BAY, WI 54304-3717	1744 THIRTEENTH AV HIGHLAND PARK ADDN S 65.4 FT OF E1/3 OF LOT 226 EX ELY 22.72 FT THEREOF	90.00'	30.00'
THIRTEENTH AV THIRD TO FIFTH (4905)			
2-560 TROY C LACOUNT 804 THIRTEENTH AV GREEN BAY, WI 54304-2522	804 THIRTEENTH AV TANKS 5TH ADD LOT 10 BLK 68	30.00'	30.00'
2-561 DANIEL J HEINZ 802 THIRTEENTH AV GREEN BAY, WI 54304-2522	802 THIRTEENTH AV TANKS 5TH ADD LOT 11 BLK 68	5.00'	5.00'
THIRTEENTH AV W MASON TO THIRD (4937)			
2-528 DALE/CINDY/COREY TIELENS 2312 CEDAR SPRING CT GREEN BAY, WI 54313-7764	709 THIRTEENTH AV TANKS 5TH ADD LOT 8 BLK 66	10.00'	10.00'
THORNDALE ST ONEIDA TO SPENCE (4893)			
1-2150 SAINT MARK EVANGELICAL LUTHERAN CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842	THORNDALE ST THORNDALE SUB LOT 2 BLK 1	26.00'	16.00'

21 j

NAME -----	LOCATION -----	LIN FT -----	CREDIT -----
1-2151 SAINT MARK EVANGELICAL LUTHERAN CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842	1170 THORNDALE ST THORNDALE SUB LOT 3 BLK 1	27.00'	17.00'
1-2152 SAINT MARK EVANGELICAL LUTHERAN CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842	1176 THORNDALE ST THORNDALE SUBD LOT 4 BLK 1	25.00'	20.00'
TWELFTH AV SEVENTH TO NINTH (4900) =====			
1-662-B THOMAS F & BARBARA A STASZAK 1163 TWELFTH AV GREEN BAY, WI 54304-2672	1163 TWELFTH AV WEST SIDE HILL SLY 50 FT OF W1/2 OF LOT 14 & N 34 FT OF W1/2 OF LOT 15	27.30'	27.30'
VAN BUREN ST N CHERRY TO PINE (4887) =====			
10-41 ROBERT J DETRIE JR 701 PINE ST GREEN BAY, WI 54301-4928	219 N VAN BUREN ST NAVARINO PLAT S 40 FT OF LO T 502 & S 40 FT OF E 1/2 OF LOT 503	5.00'	
WEST PLAIN DR PARKLAND TO NANCY (4925) =====			
6-2264 JAMES H & LYNN K DUTCHER 318 WESTPLAIN DR GREEN BAY, WI 54303-3352	318 WESTPLAIN DR WEST PARKLAND SUBD 1ST ADDN LOT 41	35.00'	30.00'
WILSON AV THOMAS TO VELP (4910) =====			
18-165 TYLER VAN DEN BUSCH 915 ELMORE ST GREEN BAY, WI 54303-3666	1205-1207 WILSON AV VAN DYCKES CO'S ADDN LOT 13 BLK 3	25.00'	15.00'
WILSON AV MATHER TO MINAHAN (4921) =====			
18-399 DANIEL B & JULIE A ROSINSKY 719 WILSON AV GREEN BAY, WI 54303-4105	719 WILSON AV VAN DYCKES CO'S ADDN LOT 6 BLK 19	10.00'	10.00'

21 k

NAME

LOCATION

LIN FT

CREDIT

WILSON AV
RICHARDSON TO DESNOYERS (4936)

NAME	LOCATION	LIN FT	CREDIT
18-290	1027 WILSON AV	25.00'	20.00'
RANDALL B & JUDITH J KORTH	VAN DYCKES CO'S ADDN LOT 4 BLK 11		
1027 WILSON AV GREEN BAY, WI 54303-4204			

Adopted _____, 2013

Approved _____, 2013

Mayor

ATTEST:

City Clerk

KL:mms

21. L

GENERAL ORDINANCE NO. 11-13

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 collects, stores, buys, or sells any junk, 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, 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.

DELETED

22

(c) Upon a showing of non-compliance by investigation or disapproval of such application, the applicant shall be notified by the City Clerk 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 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)~~ **(8) HOURS OF JUNK COLLECTING.** No licensed junk ~~collector~~ dealer shall collect junk on or near residential properties from the hours of 10:00 P.M. to 7:00 A.M.

(9) 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. The junk dealer must display a sign of sufficient size in a conspicuous place on the premises which informs all patrons that regulated property transactions are reported daily to 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 200 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)~~ (10) **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.~~

(11) **HOLDING PERIOD.** Junk dealers shall hold regulated property for 5 business days. The Chief of Police, or a delegate, may cause any property purchased, which the Chief of Police or a delegate has reason to believe was not sold by the lawful owner, be held an additional 5 business days after the elapse of the initial 5-day holding period for identification by the lawful owner.

~~(9)~~ (12) **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)~~ (13) 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 whom the article was received. 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)~~ (14) 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

06/18/13

22d

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,
GREEN BAY MUNICIPAL CODE
RELATING TO LICENSES AND PERMITS

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

SECTION 1. Section 6.17, Retail Food Licensing, Green Bay Municipal Code, is hereby repealed.

SECTION 2. Section 6.175, Vending of Food, Green Bay Municipal Code, is hereby repealed.

SECTION 3. Section 6.18, Restaurant Licensing, Green Bay Municipal Code, is hereby repealed.

SECTION 4. Section 6.19, Bakery and Confectionery Licensing, Green Bay Municipal Code, is hereby repealed.

SECTION 5. Section 6.23, Public Swimming Pool Licensing, Green Bay Municipal Code, is hereby repealed.

SECTION 6. Section 6.24, Milk Distribution and Sale, Green Bay Municipal Code, is hereby repealed.

SECTION 7. Section 6.25, Bed and Breakfast Establishments, Green Bay Municipal Code, is hereby repealed.

SECTION 8. Section 6.26, Regulation of Massage Establishments, Massage Technicians, and Employees, Green Bay Municipal Code, is hereby repealed.

SECTION 9. Section 6.29, Tattoo Establishments, Green Bay Municipal Code, is hereby repealed.

SECTION 10. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 11. 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

Attachments – copy of ordinances to be repealed

06/18/13

6.17 **RETAIL FOOD LICENSING.** (Rep. and Rec. GO 70-92)

(1) No person shall carry on the business of a retail food store, as defined in Ch. Ag 32, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.

(2) STATE ADMINISTRATIVE CODE ADOPTED. Notwithstanding the provisions of subsection (3) of this section, the licensee must comply with and remain in compliance with, and remain in compliance with, the provisions of Ch. Ag 32, Wis. Admin. Code, and Ch. 97, Wis. Stats., in order to be licensed. Violation of any provision of this section, or any provision of the Wisconsin Administrative Code or State Statutes is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for suspension of the license.

(3) In addition to the provisions of subsection (2) of this ordinance, the following regulations shall apply to all retail food establishments:

(a) In addition to the provisions of §AG 32.01(11), Wis. Admin. Code, a maximum temperature of 40°F shall be required for all refrigerated foods.

(b) For purposes of this section, food shall mean articles used for food or drink and articles used for components of food or drink for humans or intended for consumption by humans. However, food shall not include specialized dietary items, soda, water, liquor, beer, prepackaged candy, chewing gum, nuts, and related items.

(c) For purposes of this provision, retail food establishment means any fixed or mobile establishment at which food is processed, prepared, or stored and sold or offered for sale at retail. However, the term will not include stalls or vehicles selling food under proper permit for City-sponsored farmers' markets, churches, schools, religions, fraternal youth, service, or civic organizations, or groups which occasionally sell food for fund-raising projects.

6.175 **VENDING OF FOOD.** (Cr. GO 70-92) No person shall conduct a food vending business, as defined in Ch. HSS 198, Wis. Admin. Code, without obtaining a license therefor from the State of Wisconsin. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for suspension or revocation of the license.

6.18 **RESTAURANT LICENSING.** (Rep. & Rec. GO 70-92) (1) No person shall conduct a restaurant business, as defined in Ch. 11, Green Bay Municipal Code, or Ch. HSS 198, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.

(2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with the provisions of Ch. HSS 196, Wis. Admin. Code. Violation of any provision of Ch. 11, Green Bay Municipal Code, or of an applicable provision of the Wisconsin Administrative Code, adopted herein, is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.

6.19 **BAKERY AND CONFECTIONERY LICENSING.** (Rep. & Rec. GO 70-92)

(1) No person shall operate a bakery, as defined at §97.30, Wis. Stats., or a confectionery, as defined at §97.30, Wis. Stats., without first obtaining and maintaining a license therefor in compliance with this section. Said license shall expire on June 30 annually. A penalty of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.

(2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and, to hold such license, shall maintain the premises in compliance with §94.40, Wis. Stats., and the provisions of Ch. Ag 32, Wis. Admin. Code.

(3) SAFE TEMPERATURE FOOD. In addition to the Wisconsin Administrative Code, safe temperature as applied to refrigerated food means temperatures of 40°F, and in regard to hot food 150°F.

(4) PENALTIES. (Cr. GO 23-85) Violation of any provision of this section, or any Wisconsin Administrative Code provision, or State Statute referred hereunder is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for the suspension or revocation of a license.

6.23 **PUBLIC SWIMMING POOL LICENSING.** (Rep. & Rec. GO 70-92)

(1) No person shall own, operate, or manage a man-made pool as defined by Ch. HSS 172, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.

(2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with Ch. HSS 171 and Ch. HSS 172, Wis. Admin. Code. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.

(3) (Am. GO 23-85) This provision shall not apply to pools owned, leased, or operated by the City of Green Bay or the Green Bay School District.

6.24 **MILK DISTRIBUTION AND SALE.**

(1) DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this section.

(a) Milk or Grade A milk means milk as defined in §97.24(1)(a), Wis. Stats.

(b) Milk products or Grade A milk products means milk products as defined in §97.24(1)(b), Wis. Stats.

(c) Milk distributor means any person or firm who distributes and sells milk or milk products, except the term shall not include the sale of milk or milk products at retail only at a restaurant, store, or other fixed location.

(d) Health Commissioner means the Health Commissioner of the City of Green Bay or his authorized representatives.

(2) EXAMINATION OF MILK AND MILK PRODUCTS. Samples of milk products may be taken and examined by the Health Commissioner. Bacterial plate counts, coliform determination, phosphatase tests, antibiotic tests, abnormal milk screening tests, and other laboratory tests shall conform to the procedures in the latest edition of "Standard Method for the Examination of Dairy Products" recommended by the American Public Health association. Examination may include such other chemical and physical determinations as the Health Commissioner deems necessary for the detection of adulteration.

(3) STATE LAW AND ADMINISTRATIVE CODE ADOPTED. The labeling and sale of Grade A milk and milk products shall comply with the provision of Chapter 97, Wis. Stats., and Chapter AG 80, Wis. Admin. Code, except that the temperature requirements of §6.17(3)(a), Green Bay Municipal Code, shall apply.

6.25 **BED AND BREAKFAST ESTABLISHMENTS.** Rep. and Rec. GO 70-92)

(1) LICENSING. No person shall operate a bed and breakfast establishment as defined in Ch. 197, Wis. Admin. Code, without first obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.

(2) WISCONSIN ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with the provisions of Ch. HSS 197, Wis. Admin. Code. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.

6.26 **REGULATION OF MASSAGE ESTABLISHMENTS, MASSAGE THERAPISTS, AND EMPLOYEES.** (Amd. GO 79-93)

(1) LICENSE REQUIRED. It shall be unlawful for any person, corporation, or other legal entity to suffer, cause, or permit the operation of a massage establishment or for a person to operate as a massage therapist, agent, manager, or employee, except in strict compliance with this section.

(2) DEFINITIONS. For the purpose of this section:

(a) Massage means any process or procedure consisting of rubbing, stroking, kneading, or tapping, by physical or mechanical means, upon the external parts or tissues of the body of another for consideration.

(b) Sexual or Genital Parts shall include the genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

(c) Massage Establishment means a place of business wherein private massage is practiced, used, or made available.

(d) Massage Therapist means a person who practices, administers, or uses or offers to practice, administer, or use massage for consideration.

(e) Patron means any person who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any consideration therefor.

(f) Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

(g) Manager means the operator of an agent licensed under this section who shall not be licensed as a massage therapist.

(h) Professional Massage Association means a nationally or internationally recognized association which provides for its members examinations, continuing education programs, and certification.

(i) (Amd. GO 81-93) Committee shall mean the Protection and Welfare Committee.

(3) MASSAGE ESTABLISHMENT LICENSE.

(a) No person, corporation, or other legal entity shall suffer, cause, or permit the conduct of a massage establishment without having first obtained a license therefor from the Common Council. A separate license shall be acquired for each such establishment.

(b) Applications shall be made in writing on forms supplied by the City Clerk. If application is made for a location not previously licensed, the City Clerk shall, by regular mail, notify all property owners and registered electors within 200 feet of the proposed location at least 10 days before the hearing on the granting of such license.

(c) All applications shall include:

1. A nonrefundable fee of \$100;
2. The location and mailing address of the proposed establishment;
3. For an individual or for each person of the partnership or joint venture or agent of a corporation:
 - a. Name and present address;
 - b. The two immediately previous addresses and dates of residence at each;
 - c. Height, weight, color of hair and eyes, Social Security number, written proof of age, full set of fingerprints, and two photographs not less than 30 days old and at least 2" x 2";
 - d. The business or occupation for the two years immediately preceding the date of application;
 - e. Whether a similar license had been revoked or suspended; and if so, the reason therefore and the location thereof;
 - f. Whether convicted of any crime or ordinance violation other than traffic offenses within the past three years; and if so, a listing of the same and location thereof;
4. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each, and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Such application shall be made by an agent registered as such who shall have been a resident of the City of Green Bay for at least 90 days;
5. All phone numbers of the proposed establishment;

6. The names, address, and phone numbers of all persons employed by the applicant at the proposed establishment at the time of application;

7. Certification of compliance of the proposed premises with the Building Code and Fire Code; or in the alternative, applicant shall file a bond assuring that any work required to be done to bring the premises into compliance therewith shall be accomplished prior to the opening of business. Compliance with such codes shall be conditions precedent to the opening of business;

8. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) In determining whether to license an applicant, the City may consider:

1. Location of the proposed establishment considering the proximity to hospitals, clinics, residences, hotels, and taverns;

2. Subject to Ch. 111, Wis. Stats.:

a. The arrest and conviction record of the applicant or any employees and therapists;

b. The license history of the applicant or any proposed employees or therapists;

3. The condition of the structure to be used;

4. Any other concern reasonably related to the regulation of massage establishments and the public health, safety, or welfare.

(4) MASSAGE THERAPIST'S LICENSE.

(a) No person shall act or operate for a consideration as a massage therapist or manager without having first obtained a massage therapist's license.

(b) Applications for therapist's license shall be in writing on forms supplied by the City Clerk and shall include:

1. A nonrefundable fee of \$50. This fee is waived where a person possessing a massage establishment license under (3) applies for a massage therapist's license;

2. (Amd. GO 79-93) Applicant's full name and present address, Social Security number, written proof of age in excess of 18 years, height, weight, color of hair and eyes;

3. Applicant's two previous addresses and dates of residence at each;

4. The applicant's business, occupation, or employment during the two years immediately preceding date of application;

5. Whether the applicant has had a similar permit revoked or suspended; and if so, the reason therefore and the location thereof;

6. Whether the applicant has been convicted of any crime or ordinance violation other than traffic offenses within the past three years; and if so, a listing of the same and the location thereof;

i:\legislative\council 2013\06182013\law\go 12-13 - repealing 6.17, 6.175, 6.18, 6.19, 6.23, 6.24, 6.25, 6.26, 6.29.docx

23 f

7. The name and address of the licensed massage establishment by which the applicant is employed;
8. A statement whether the applicant intends to give off-premise massages;
9. A statement signed by the applicant that all information contained therein is true and correct;
10. A statement of all education in the area of massage therapy and any professional association membership.

(5) GRANTING OF LICENSES.

(a) Massage Therapist Licenses.

1. (Amd. GO 81-93) Massage therapist license applications and requests for renewal, upon completion and filing with the City Clerk, shall be forwarded to the Protection and Welfare Committee for approval or denial.

2. (Rep. & Rec. GO 79-93 and Amd. GO 81-93) In determining whether an applicant is qualified under this subsection, the Committee shall require all applicants to fulfill one of the following requirements:

a. Graduation from an accredited school of massage therapy or other massage therapy training program which requires the successful completion of a program of at least 500 hours of supervised instruction; or

b. Current professional class membership in a recognized national professional society whose policy-making officials are elected by the professional class membership and whose members are pledged to a code of education; or

c. Current certification by the National Certification Board of Therapeutic Massage and Bodywork, or its successors, the American Massage Therapy Association, the International Myomassethics Federation/Wisconsin Association of Myomassology, or any other professional association recognized by the Committee, or otherwise is deemed qualified by the Committee.

3. (Amd. GO 81-93) The Committee shall consider the granting of such license and shall specifically consider if the licensee complies with all qualifications and other considerations specified in this ordinance, if the information required on the applicant is complete, if the applicant has knowingly or with the intent to deceive made any false, misleading, or fraudulent statements of facts in the application or any other document filed with the City in conjunction therewith, or if for any other reason in pursuance of the interests of protecting the welfare and safety of the City of Green Bay, the license should not be granted and shall make a recommendation to the Common Council to either grant or deny such license. If the Protection and Welfare Committee wishes, it may conduct a formal evidentiary hearing to clarify any question raised concerning any qualification or other consideration listed above before making any recommendation to the Common Council.

(b) Massage Establishment Licenses. Massage establishment license applications and requests for renewal shall be placed on the agenda of the Protection and Welfare Committee upon completion and filing of such application with the City Clerk. The Committee shall consider the granting of such license and shall specifically consider if the licensee complies with all qualifications and other considerations specified in this ordinance, if the information required on the application is complete, if the applicant has knowingly or with the intent to deceive made any false, misleading, or fraudulent statements of facts in the application or any other document filed with the City in conjunction therewith, or if for any other reason in pursuance of the

i:\legislative\council 2013\06182013\law\go 12-13 - repealing 6.17, 6.175, 6.18, 6.19, 6.23, 6.24, 6.25, 6.26, 6.29.docx

23 g

interests of protecting the welfare and safety of the City of Green Bay, the license should not be granted and shall make a recommendation to the Common Council to either grant or deny such license. If the Protection and Welfare Committee wishes, it may conduct a formal evidentiary hearing to clarify any question raised concerning any qualification or other consideration listed above before making any recommendation to the Common Council.

(c) The Common Council shall act on the Committee recommendation within 30 days. The Common Council may confirm the recommendation of the Committee, refer the matter back to Committee for further investigation, modify the Committee's recommendation, or overturn it.

(d) In the event of denial, the applicant shall receive written notification thereof setting forth the reasons for the denial within 10 days after such denial.

(e) Licenses granted by the Council shall expire one year from the date of granting. Reapplication therefor shall be not less than 60 days prior to such expiration date and shall be the sole responsibility of the applicant.

(f) No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

(6) REGULATIONS OF OPERATIONS AND LICENSES.

(a) Each establishment shall at all times maintain and comply with the following regulations:

1. General Regulations:

a. The establishment shall comply with all City Codes;

b. Only one nonflashing business sign clearly identifying the establishment as a massage establishment shall be posted at the main entrance. No description of services shall be permitted on such signs;

c. No establishment shall be open for business between the hours of 10:00 P.M. and 8:00 A.M.;

d. Only massage therapists licensed pursuant to this section shall be employed as massage therapists by the establishment;

e. No intoxicating beverages or substances included in Sub. II of Ch. 161, Wis. Stats., shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge therefor and when a food preparation area, including sink with hot and cold running water, is a part of the establishment;

f. The establishment shall provide a waiting area for patrons separate from any area wherein massages are given. There shall be direct access to this area from the main entrance or from the hallway connected only to the main entrance;

g. The operator or a licensed manager shall be present on the premises at all times during hours of operation and shall be responsible for the operation of the establishment;

h. The establishment shall permit inspections of the premises at any time during business hours by building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency;

i. The establishment shall keep current records of the names and addresses of its massage therapists, agents, managers, and employees and the date of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in subparagraph h. above;

j. The establishment shall report any change of fact required on the application form and all personnel changes to the City Clerk within 10 days after such change;

k. Towels, sheets, and linens of all types, and items for personal use of the operators and patrons shall be clean and freshly laundered. Towels, cloths, and sheets shall not be used for more than one person. Re-use of such linen is prohibited unless the same has first been laundered. Heavy white paper may be substituted for sheets provided that such paper is used once for each person, then discarded into a sanitary receptacle;

l. While the establishment is open for business, all areas used for the purpose of massage are to be left open. Access to massage areas while such areas are being used are not to be blocked by locked doors under any circumstances. Lockers or other locked storage areas used only for the temporary storage of belongings of the patrons may be supplied by the establishment;

m. No massage or treatment of any kind shall be give to any person under the age of 18 except under the express written consent of such minor's parent or adult spouse or guardian. Said consent form shall be retained by the massage establishment for a period of at least two years from the date of consent.

2. Registration. Registration log required. The establishment shall keep and maintain in a legible fashion, prior to permitting any massage, a log including the name of each customer, two forms of identification used to verify the name of the customer, the time and date of each massage, and the name of the masseuse who gave the massage.

a. No licensee shall knowingly permit false registration or refuse or fail to require identification required by this section;

b. (Amd. GO 81-93) The establishment shall permit any Police Department representative of the City to examine the log required by this section;

c. The log required by this section shall be kept and maintained for a period of two years from the date of the recorded massage.

3. Display of License. Each establishment shall at all times display in a conspicuous place the license granted for that establishment.

(b) Each therapist shall at all times comply with the following regulations:

1. No therapist shall administer a massage:

a. If a therapist believes, knows, or should know that he or she is not free of any contagious or communicable disease or infection that has the potential to spread from one person to another through the contact with the skin;

b. To any massage patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption.

2. The therapist shall report any change of fact required in the application form to the City Clerk within 10 days after such change.

3. a. It shall be unlawful for any person in a massage establishment to place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital part of any other person;

b. It shall be unlawful for any person in a massage establishment to expose his or her sexual or genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person in a massage establishment to expose the sexual or genital parts, or any portion thereof, of any other person;

c. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering the sexual or genital parts of his or her body;

d. It shall be unlawful for any person owning, operating, or managing a massage establishment knowingly to cause, allow, permit in or about such massage establishment any agent, employee, or any other person under his or her control or supervision to perform such acts prohibited in subparagraphs a, b, or c of this section;

e. It shall be unlawful for any person in a massage establishment, for a consideration, to offer to perform or to make available, permit, or in any way participate in the performance of any act prohibited in subparagraphs a, b, or c hereof.

(7) REVOCATION OR SUSPENSION OF LICENSE.

(a) The license granted herein may be revoked or suspended for up to six months by the Common Council.

1. If the applicant has made or recorded any statement required by this section knowing it to be false or fraudulent or intentionally deceptive;

2. For the violation of any provision of this section, except for establishment license matters involving violations of City codes, in which the license shall be revoked after the second conviction thereof in any license year;

3. If a therapist's license, after one conviction of any offense under Ch. 944, Wis. Stats., or of an offense involving substances included in Sub. II of Ch. 161, Wis. Stats., or of any offense against the person or property of a patron, whether such occurred on or off the premises of the establishment.

4. If an establishment license, after one conviction of any establishment personnel of an offense under Ch. 944, Wis. Stats., or of an offense against the person or property of a patron or of an offense involving substance in Sub. II of Ch. 161, Wis. Stats., where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the applicant.

(b) Notice and Hearing. No license shall be revoked or suspended by the Common Council except upon due notice and hearing to determine whether grounds for such action exist. Such hearing shall be held before the Protection and Welfare Committee. Notice of such hearing shall be in writing and shall state the grounds of the complaint against the licensee. The notice shall be served upon the licensee at least 15 days prior to the date of the hearing and shall state the time and place thereof. The licensee shall be entitled to be heard, to be represented by counsel, to cross-examine opposing witnesses, to present witnesses on his or her own behalf under subpoena by the Common Council if such is required, and the hearing may be stenographically recorded at the licensee's option and expense. At the conclusion of such hearing, the

i:\legislative\council 2013\06182013\law\go 12-13 - repealing 6.17, 6.175, 6.18, 6.19, 6.23, 6.24, 6.25, 6.26, 6.29.docx

23j

Protection and Welfare Committee shall submit a report to the Common Council including findings of fact and conclusions of law and a recommendation as to what, if any, action the Common Council should take with respect to the license. The Committee shall provide the complainant and licensee with a copy of the report. Either the complainant or licensee may file an objection to the report and have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether arguments shall be presented orally or in writing, or both. If the Common Council, after arguments presented by the complainant or the licensee, finds the complaint to be true, or if there is no objection to a report recommending suspension or revocation, the license shall be suspended or revoked as provided at sub. (a). The Common Council shall decide the matter and shall prepare a written decision which shall be filed with the City Clerk and a copy thereof delivered to the licensee and complainant within 20 days after its decision.

(8) EXCEPTIONS. This section shall not apply to the following classes of individuals while engaged in the duties of their respective profession:

(a) Physicians, surgeons, chiropractors, osteopaths, masseurs, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin, or nurses registered under the laws of the State of Wisconsin, acting under their direction and control.

(b) Barbershops and beauty parlors, barbers and beauticians licensed under the laws of the State of Wisconsin, provided that such massage as is practiced is limited to the head and scalp.

(c) Accredited high schools and colleges and coaches and trainers therein while acting within the scope of their employment.

(9) OPERATION WITHOUT A LICENSE A PUBLIC NUISANCE. The operation of a massage establishment without a license or the activity of an individual as a massage therapist without a license is deemed a public nuisance and may be enjoined by the City.

(10) PENALTY. Any person violating any provision of this section shall be subject to a forfeiture of not less than \$100 nor more than \$1,000. Each day of violation of operating without required licenses or permits and each violation of any provision hereof shall constitute a separate offense.

(11) SEVERABILITY. The provisions of any part of this ordinance are severable. If any provision or subsection hereof or the application thereof to any person or circumstance is held invalid, the other provisions, subsections, and applications of such ordinance to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this ordinance that the same would have been adopted had such invalid provisions, if any, not been included herein.

6.29 TATTOO ESTABLISHMENTS.

(1) LICENSE REQUIRED.

(a) License Required. No person shall engage in the business of tattooing in the City of Green Bay without a license.

(b) Fee. The license fee required is \$50.

(c) Application Investigation. The application for license shall be given to the Health Commissioner. The City Clerk shall issue the license only after the Health Commissioner, after an

investigation and inspection of the premises where tattooing is proposed to be practiced, certifies that the sanitary conditions prevailing upon the premises comply with the provisions of this chapter.

(d) Display. The license issued shall be posted at all times on the licensed premises in a conspicuous location.

(2) DEFINITIONS.

(a) Health Commissioner shall mean and include the Health Commissioner or an authorized agent of the Health Commissioner.

(b) Tattooing shall mean and include any method of placing or removing designs, letters, scrolls, figures, symbols, or any other marks upon or under the skin of a person with ink or color by the aid of needles or instruments.

(c) Approved means acceptable to the Health Department based upon its determination of conformance to good public health practices.

(d) Sterilize means submission to the steam pressure (autoclave) method with at least 15 pounds of pressure per square inch at 250° Fahrenheit for at least 30 minutes.

(3) HEALTH AND SANITARY REQUIREMENTS.

(a) Premises.

1. All tattooing establishments shall be maintained in a clean and sanitary condition. Antiseptic procedures shall be followed to insure physical cleanliness and sanitation.

2. The Health Commissioner shall have the right under §6.31, Green Bay Municipal Code, to inspect any tattoo shop licensed under the provisions of this article for the purpose of determining whether or not any of the terms of this article are being violated.

3. A handwashing facility supplied with hot and cold water under pressure, soap, and single-service towels shall be located in the room in which the tattoo is administered.

4. Approved waste containers with non-absorbent plastic liners shall be used for all tissues, towels, gauze pads, and other similar items used on the customer.

5. No person shall be present in the immediate vicinity of the area in which tattoos are administered unless authorized by the tattoo operator to be there.

(b) Equipment.

1. General.

a. All tattoo establishments shall be equipped with an autoclave which is in good working order and which is manufactured with temperature and pressure gauges marked and visible on the outside of the unit.

b. All pigments, dyes, and instruments used in the practice of tattooing shall be sterilized before use.

c. Needles shall be used on only one customer and then discarded after use.

d. Needles may be reused on the same person by rinsing them under running tap water followed by rinsing them in 70 percent isopropyl alcohol or other method approved by the Health Commissioner.

e. All instruments shall be thoroughly cleaned before being sterilized. This may be done with an ultrasonic cleaner or with a probe, needles, or brush able to enter the smallest opening of the instrument. After cleaning, instruments shall be rinsed under fresh running tap water.

f. After sterilization, all needles and other instruments not individually wrapped shall be stored in a sterilized and covered glass container or in a stainless steel tray and submerged in an approved sterilizing and disinfecting solution. The Health Commissioner shall supply all establishments licensed under this ordinance with a list of approved sterilizing and disinfecting solutions.

g. Equipment or instruments requiring sterilization may be wrapped with an approved paper or plastic or placed in glass or plastic tubes. All such packages or containers shall be marked with temperature recording tape or labels and dated with the date of sterilization.

2. Stencils.

a. Plastic stencils shall be thoroughly cleaned after each use and sanitized by immersion for 10 minutes in a chlorine disinfectant solution prepared by mixing one tablespoon of household bleach containing 5 percent chlorine with one pint of water. A fresh solution of chlorine must be prepared for each stencil. After sanitizing, the stencils shall be rinsed in running tap water and air dried or blotted dry with a clean, single-service towel.

Prior to use, each pre-cleaned stencil shall be rinsed in a 70 percent isopropyl alcohol solution.

b. Paper stencils shall only be used once. New paper stencils shall be used for every individual.

3. Dyes and Inks.

a. The licensee shall submit in writing to the Health Commissioner the source of all dyes and inks used in administering tattoos.

b. Dyes or inks shall be taken only from squeeze bottle containers in which the dyes or inks have been sterilized.

c. Immediately before applying a tattoo, the dye to be used for the tattoo shall be squeezed from the sterile dye bottles into sterile disposable cups. Upon the completion of the tattoo, the cups and unused dye shall be discarded. Any dye in which the needles were dipped shall not be used on another person.

(c) Skin Preparation.

1. Aseptic technique must be utilized in the practice of tattooing.

a. Each operator is required to scrub his or her hands thoroughly before commencing tattooing on the customer's skin.

b. If the customer's skin is to be shaved, the skin shall be washed with a cleansing, medicated soap before shaving. A safety razor shall be used. A new blade shall be used for each customer. The blade shall

be discarded after each use. Reusable blade holders shall be sterilized after each use. If disposable blade holders are used, they may be used on one customer only and then must be discarded.

c. The skin area to be tattooed shall be prepared by thoroughly washing the area with 70 percent isopropyl alcohol or other method approved by the Health Commissioner.

d. Single-use gauze pads, cloths, and towels shall be used in the skin cleaning and preparation process.

e. Petroleum jelly used for applying stencils shall be dispensed from a single-use disposable container or with a sterile tongue blade or sterile applicator stick which shall be discarded after each use.

2. After completing work on any person, the tattooed area shall be washed with 70 percent isopropyl alcohol. A dry, sterile gauze dressing shall be used to cover the tattooed area. Use of medicated ointment on the tattooed area is permitted.

(d) General Supplies.

1. All tattooing establishments shall have clean, laundered towels, washcloths, and disposable paper towels in sufficient quantity for the sanitary operation of the practice of tattooing.

2. A clean towel and washcloth shall be used for each customer.

3. Clean towels and washcloths shall be stored in a closed, dust-proof container.

4. Soiled towels and washcloths shall be stored in an approved covered container.

5. All operators shall wear clean, washable garments.

6. The operating table, chair, and supply tables shall be constructed of a material capable of being easily and thoroughly cleaned.

(e) Operator Requirements.

1. The operator shall be free of communicable diseases that may be transmitted by the practice of tattooing;

2. Operators with open sores or skin infections on the hand or hands shall not be permitted to engage in the practice of tattooing;

3. The operator shall not use tobacco in any form while administering the tattoo;

4. The operator shall wash his/her hands thoroughly with soap and water before any skin preparation or tattooing; the hands shall be dried with individual single-service towels;

5. Physical examination of operators:

a. The Health Commissioner shall have the power to require any tattooer to submit to a practicing physician for a physical examination whenever the tattooer is suspected of having any infectious or contagious disease that may be transmitted by the practice of tattooing. The expense of the physical examination shall be paid by the tattooer.

b. Any tattooer notified to appear for a physical examination, as may be required by the preceding subsection, shall immediately cease working as a tattooer and shall not be allowed to work thereafter as a tattooer until he or she shall have first received a certificate in writing from a practicing physician that he or she is not inflicted with any infectious or contagious condition or disease that may be transmitted by the practice of tattooing.

(f) Customers.

1. It shall be unlawful for any person to tattoo any person under the age of 18 years.
2. Inquiry shall be made and no tattooing shall be performed on any person who is suspected of having jaundice or hepatitis or who has recovered from jaundice or hepatitis within the preceding six months.
3. Tattooing shall not be performed on any person in an area with an evident skin infection or other skin disease or condition, including but not limited to rashes, pimples, boils, or infections.

(4) OTHER PROVISIONS.

(a) Record Retention. Records shall be kept of all tattoos administered, including the name of customer, date, time, identification of tattoo, and operator's name. Records shall be kept on the premises of the tattoo shop where tattoos are administered. These records shall be available for inspection for a period of six months after the date the tattoo is applied.

(b) Penalties. Any person found to have violated any provision of this section shall be subject to a fine of not less than \$50 and not more than \$500.

(c) Severability. If any section, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court, such decision shall not affect the validity of the remaining portions of this ordinance.

GENERAL ORDINANCE NO. 13-13

AN ORDINANCE
CREATING SECTION 15.68,
GREEN BAY MUNICIPAL CODE,
RELATING TO BUILDING MAINTENANCE

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

SECTION 1. Section 15.68, Green Bay Municipal Code, is hereby created to read as follows:

15.68 BUILDING MAINTENANCE

(1) **HAZARDOUS CONDITIONS.** A person who owns, leases or occupies a building shall keep the building from structural or other conditions that constitute a substantial hazard to the health or safety of its occupants, or creates an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the building other than negligence by an occupant.

(2) **COMMON AREAS.** A person who owns a commercial building and leases the building to multiple tenants shall keep all common areas of the building maintained in a manner that is safe, functioning, sanitary, and undamaged.

(3) **BUILDING EXTERIOR.** A person who owns a building shall keep all exterior and weatherproofing components maintained in a manner that is safe, functioning, cleanable, and undamaged.

(4) **INSUFFICIENT REPAIRS.** A person who owns a building shall ensure all repairs to the building are performed in a workmanlike manner. Workmanlike manner includes, but is not limited to:

(a) The use of materials that has a consistent texture, color, quality, or appearance with adjacent materials.

(b) The complete performance of a job which does not leave unfinished edges, exposed nails/screws, loosely attached materials, or similar conditions.

(5) NOTICE OF VIOLATIONS TO PROSPECTIVE PURCHASERS. An owner of real property shall give notice to any prospective purchaser that a notice has been issued concerning a building code violation, where the condition giving rise to the notice of violation has not been corrected.

SECTION 2. 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

06/18/13

ZONING ORDINANCE NO. 7-13

AN ORDINANCE
REZONING PROPERTY LOCATED IN THE
300 BLOCKS OF NORTH VANBUREN STREET
AND NORTH WEBSTER AVENUE AND THE
900 BLOCKS OF MAIN STREET AND PINE STREET
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO NEIGHBORHOOD CENTER (NC) DISTRICT
(ZP 13-16)

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

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

Tax Parcel Number 9-9: LOT 1 OF 56 CSM 185 BNG ALL OF LOTS 171-174
and 413-416 and PRT OF LOTS 169, 170 and 412 PLAT OF NAVARINO

Tax Parcel Number 9-1: LOT 2 OF 25 CSM 180 BNG PRT OF LOTS 169 and
170 PLAT OF NAVARINO

Tax Parcel Number 9-2: NAVARINO PLAT S 48 FT OF LOTS 169 and 170

Tax Parcel Number 9-89: NAVARINO PLAT N 53 FT OF LOT 411 and N 53
FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-91: NAVARINO PLAT N 42 FT OF S 112 FT OF LOT
411 and N 42 FT OF S 112 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-90: NAVARINO PLAT S 70 FT OF LOT 411 and S 70 FT
OF W 1/2 OF LOT 412

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

Attachment – Map

06/18/13

ZONING ORDINANCE NO. 8-13

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT
FOR THE PROPOSED WHITNEY PARK TOWNHOMES
LOCATED IN THE 300 BLOCK OF NORTH VAN BUREN STREET
(ZP 13-16-A)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

Tax Parcel Number 9-90: NAVARINO PLAT S 70 FT OF LOT 411 & S 70 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-91: NAVARINO PLAT N 42 FT OF S 112 FT OF LOT 411 & N 42 FT OF S 112 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-89: NAVARINO PLAT N 53 FT OF LOT 411 & N 53 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-2: NAVARINO PLAT S 48 FT OF LOTS 169 & 170

Tax Parcel Number 9-1: LOT 2 OF 25 CSM 180 BNG PRT OF LOTS 169 & 170 PLAT OF NAVARINO

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Project Scope. To construct in two phases, two, three-unit townhome buildings within the 300 block of North Van Buren Street, known as the Whitney Park Townhomes. Phase One would include the construction of a three-unit townhome located on the northeast corner of Pine Street and North Van Buren Street. Phase Two would include an additional three-unit townhome immediately north of Phase One. A Phase Three construction would potentially include an additional three-unit townhome immediately north of Phase Two and be of similar site layout and overall townhome design.
- B. Permitted Uses. Two, three-unit townhomes as generally depicted on Exhibit A. An additional three-unit townhome will be permitted as part of Phase Three and shall be similar in overall design as previous phases.

C. Setbacks, Height and Impervious Coverage.

1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard/Corner Side Yard: 5 feet.
 - b. Interior Side Yard: 5 feet.
 - c. Rear Yard: 0 feet. A physical separation shall be provided between the property line consisting of curbing, railroad ties or other similar material and barrier to delineate the east property line for Phase One and Phase Two.
2. Overall height of the proposed structures shall not exceed 35 feet.
3. All three phases, as identified with the scope of this ordinance, shall be considered as one site in the calculation of the impervious coverage. The impervious coverage shall not exceed 80% for all three phases.

D. Landscaping.

1. A forecourt area shall be created between the sidewalk and the building façade. This area may include walls, fencing less than 3 feet in height, landscaping, lighting, ground-level patios and trees. Street trees may also be considered an extension of the forecourt.
2. A detailed landscape plan and forecourt area plan shall be submitted and approved, prior to occupancy for each unit, by the Community Development Review Team (CDRT). The landscape plan shall identify all proposed plant material, locations, and sizes.

E. Stormwater Management and Grading Plan. If applicable, a stormwater 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.

F. Architectural Design

1. Covered entries/"eyebrow" features shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided. Garages and interior side yards may be excluded from this requirement.

2. The proposed flat roofs should be detailed with parapets or roof overhangs, "eyebrows" or other decorative supports.
 3. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
 4. Overall design and appearance shall be consistent with Exhibit B.
- G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.
- H. Parking.
1. Shall be consistent with Chapter 13-1700, Green Bay Zoning Code.
 2. All maintenance and upkeep of building(s), landscaping, internal drives and parking areas within the PUD are the sole responsibility of the developer/owner.
 3. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened in compliance with Section 13-1813, Green Bay Municipal Code.
- I. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.
- J. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 5. 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

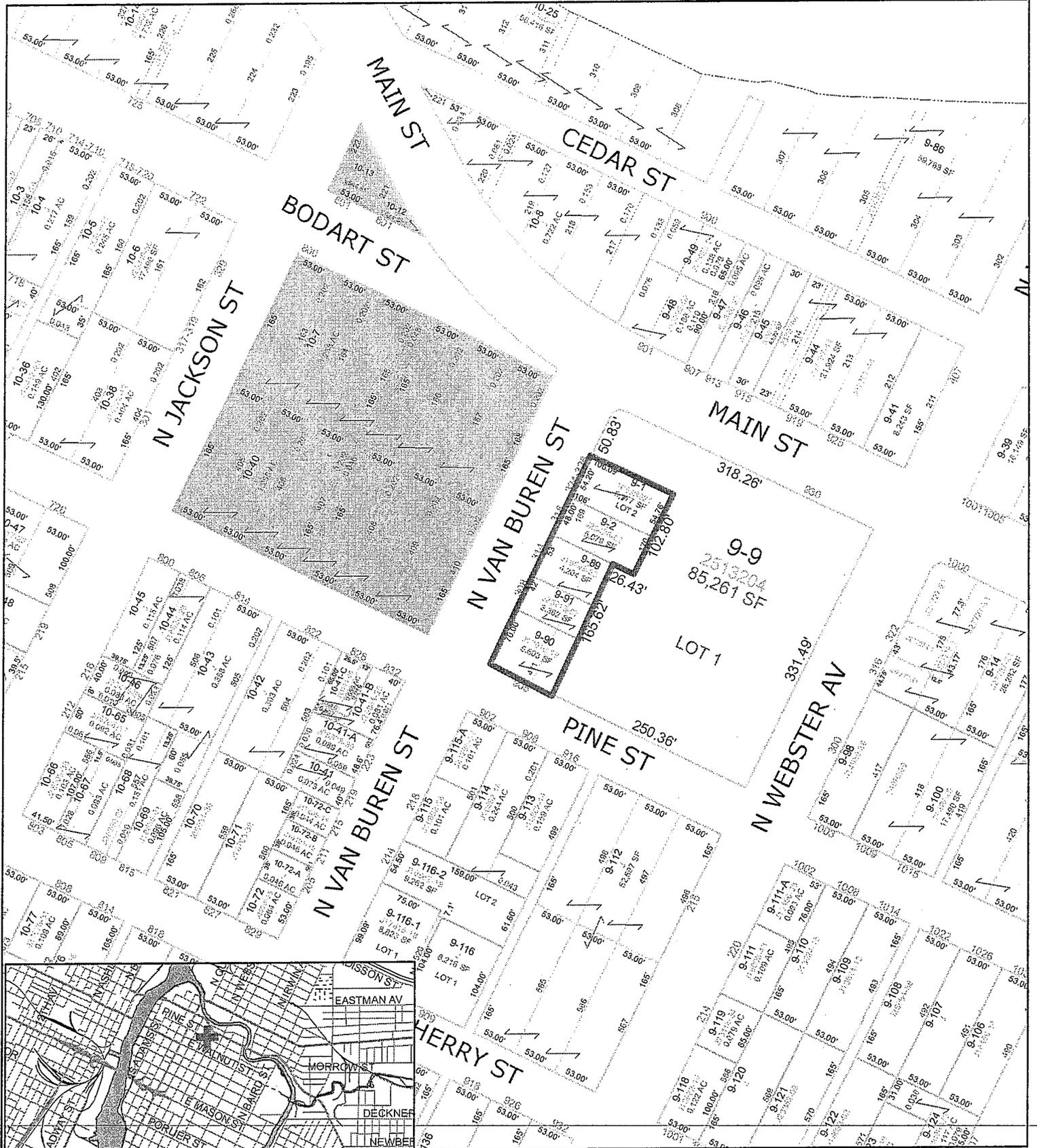
ATTEST:

Clerk

PN:bc

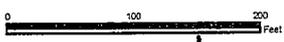
06/18/13

Attachments: Location Map
Exhibit A – Site Plan
Exhibit B – Building Elevations



Zoning Petition (ZP 13-16A)
Request to create a Planned Unit Development (PUD)
for the 300 Block of North Van Buren 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. May 2013. \Planning\CityZPM\Maps\2013\ZP13-16A



- Subject Area
- 100' Notice Area

26d

PROFESSIONAL SERVICES
 This drawing is the property of GreenbergFarrow and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of GreenbergFarrow. The information contained herein is for the project and site only and is not to be used for any other project or site without the prior written permission of GreenbergFarrow.

ISSUE/REVISION RECORD

DATE	DESCRIPTION
02/03	ISSUE

PROFESSIONAL IN CHARGE	PROJECT NAME
David Stevens, P.E., A.S.C.	GB Real Estate Investments, LLC
PROJECT MANAGER	Green Bay Wisconsin
QUALITY CONTROL	354 Indian Springs Drive Green Bay, WI 54302
DRAWN BY	

PROJECT NUMBER
201301330

SHEET TITLE
PUD EXHIBIT

SHEET NUMBER
EX-1

NOT ISSUED FOR CONSTRUCTION

SITE KEY NOTES

- S1 PROPOSED CONCRETE CURB (10")
- S2 EXISTING CURB TO REMAIN
- S3 4" CONCRETE DRIVEWAY
- S4 CONCRETE DRIVEWAY WITH 1/2" SAND BENEATH
- S5 PROPOSED CONCRETE DRIVEWAY
- S6 LANDSCAPE AREA AND BENCH
- S7 PROPOSED CONCRETE DRIVEWAY
- S8 UNITS A, B, C TOWNHOUSES (TYPE AND SPACING TO BE DETERMINED)
- S9 LANDSCAPE AREA
- S10 PROPOSED PROPERTY LINE

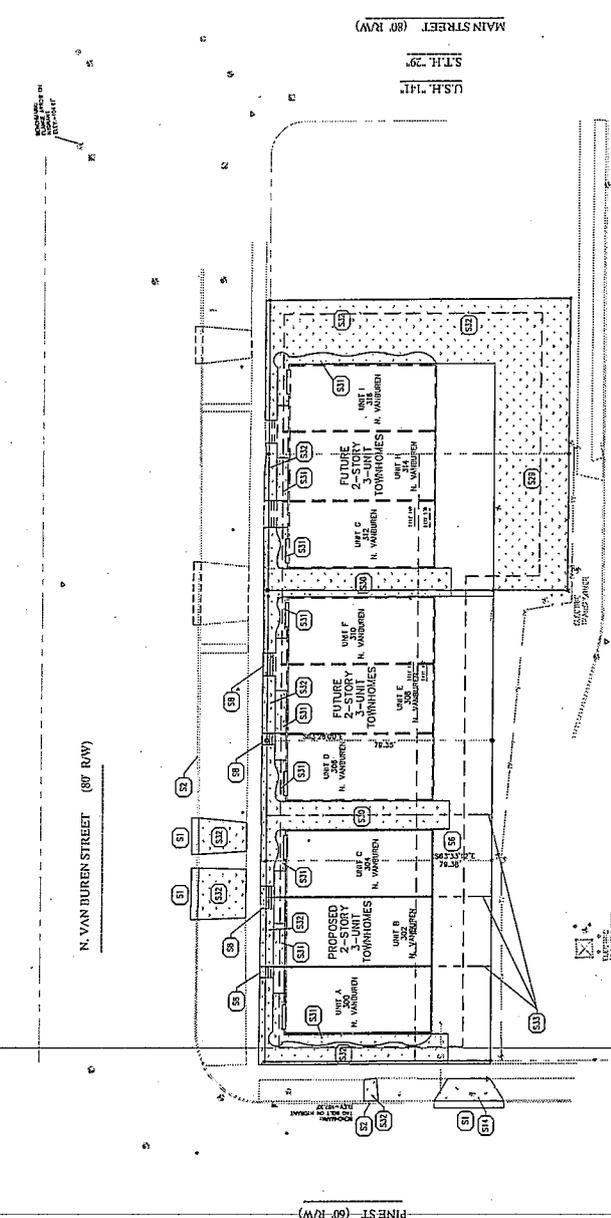
PAVEMENT DETAILS

- PERMANENT CONCRETE PAVEMENT
 - 4" THICK CONCRETE PAVEMENT ON 8" THICK 1" CEMENTED BASE
 - COURSE 1' FROM 1/2" SAND BENEATH
- 4" CONCRETE DRIVEWAY WITH 1/2" SAND BENEATH
- CONCRETE DRIVEWAY WITH 1/2" SAND BENEATH
- LANDSCAPE AREA

*REFER TO CONSTRUCTION REPORT PREPARED BY THE JANINK & SHAIN GROUP INC. PROJECT NO. GB0000 DATED FEBRUARY 15, 2010.

FLOOD NOTE:

THE SUBJECT PARCEL LIES WITHIN ZONE C - AREAS OF MINIMAL FLOODING. SOURCE: NATIONAL FLOOD INSURANCE PROGRAM (NFIP) MAP NUMBER 30010 0001-0005, EFFECTIVE DATE 7/1/92.



PROJECT INFORMATION

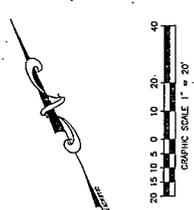
SITE AREA: 16.30 ACRES / 113,197 SF	
EXISTING INTERIORS AREA: 10.17 ACRES / 72,330 SF (66.1%)	
EXISTING PERIMETER AREA (LANDSCAPE): 10.13 ACRES / 72,271 SF (63.3%)	
PROPOSED INTERIORS AREA: 10.26 ACRES / 74,166 SF (65.1%)	
PROPOSED PERIMETER AREA (LANDSCAPE): 10.26 ACRES / 74,166 SF (65.1%)	
TOTAL OF ALL LOTS: 16.30 ACRES / 113,197 SF	
EXISTING INTERIORS AREA: 10.20 ACRES / 74,837 SF (65.5%)	
EXISTING PERIMETER AREA: 10.13 ACRES / 72,271 SF (63.3%)	
PROPOSED INTERIORS AREA: 10.13 ACRES / 72,271 SF (63.3%)	
PROPOSED PERIMETER AREA: 10.17 ACRES / 74,237 SF (65.2%)	
TOTAL OF ALL LOTS: 16.30 ACRES / 113,197 SF	
PROPOSED INTERIORS AREA: 10.13 ACRES / 72,271 SF (63.3%)	
PROPOSED PERIMETER AREA: 10.16 ACRES / 74,166 SF (65.1%)	
ZONING: T20	
TOTAL SQUARE FOOTAGE OF BUILDING: 3,744 SF (3.3%) = 7,488 SF (6.6%)	RENDERING
PROPOSED USE:	
BUILDING:	
SETBACKS:	
FRONT - 5'	
SIDE - 5'	
REAR - 10'	

GENERAL SITE NOTES:

1. CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO STARTING WORK.
2. AT THE COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
4. ALL CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.
5. VERIFY THE CITY INSPECTION DEPARTMENT (CID) RECORDS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.
10. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GREEN BAY.
11. ALL STREET SURFACES, DRIVEWAYS, CURBS AND OTHERS, EXCEPT THOSE SHOWN ON THESE PLANS, SHALL BE REPAIRED OR REPLACED AS A RESULT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL DAMAGED OR DESTROYED SURFACES.
12. ALL WORK WITHIN THE STREET RIGHT-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.
13. CONCRETE PAVEMENT SHALL ACHIEVE 3000 PSI STRENGTH AT 28 DAYS.
14. THE CITY OF GREEN BAY DEPARTMENT OF PUBLIC WORKS MUST BE NOTICED THREE (3) WORKING DAYS BEFORE THE START OF ANY PAVEMENT WORK ON STREETS ADJACENT TO THE PROJECT SITE.
15. BUILDING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT REGULATIONS AND ORDINANCES.

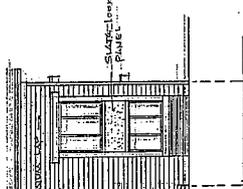
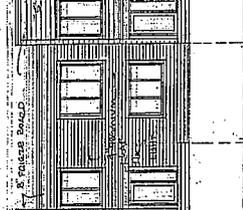
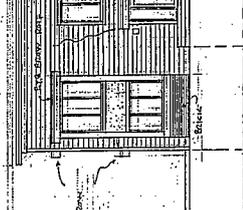
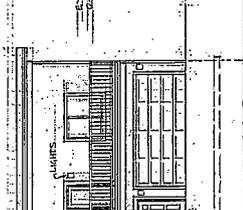
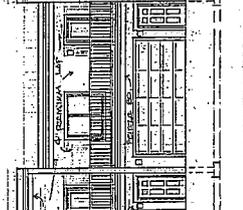
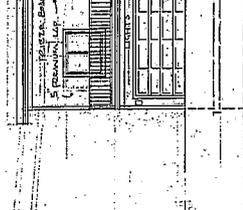
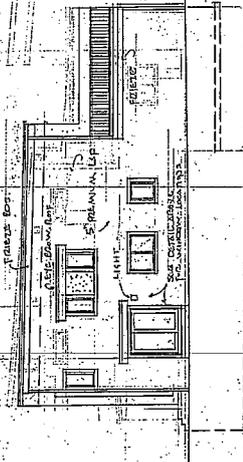
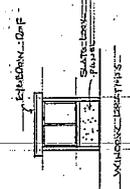
EXHIBIT A - Site Plan

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UTILITY INSTALLATIONS LOCATED WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.



DESIGNS & DRAFTING
 1400 Lakeside Ave. #14
 Milwaukee, WI 53224
 T 414 251-1181
 F 414 251-1182
 www.designs-drafting.com

2.6 e



RIGHT SIDE ELEVATIONS REAR FRONT

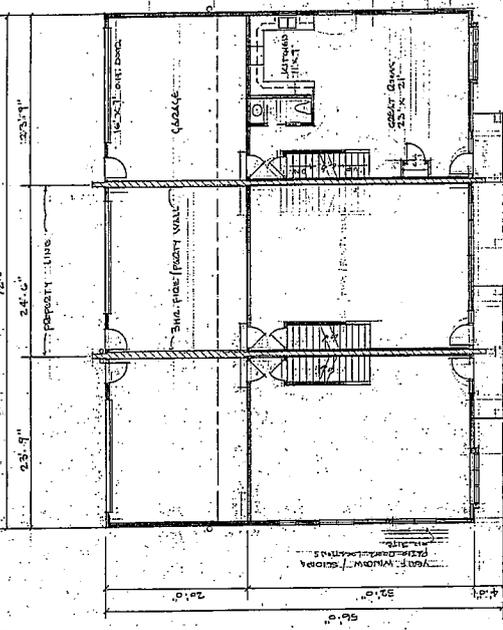
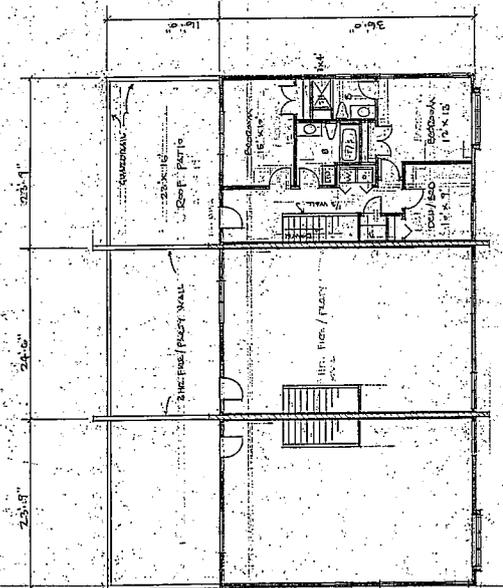
NOTE: CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE CONSTRUCTION OF THIS BUILDING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE LOCAL HEALTH DEPARTMENT. THE CASE OF CONFLICT THE MOST STRINGENT SHALL APPLY. INTERNATIONAL BUILDING CODE 2009 WITH ST. OF FL SUPPLEMENTS.

CONTRACTORS SHALL PROVIDE ALL BARBERS, BARRICADES, SIGNAGE AND SAFETY MEASURES REQUIRED BY ALL LOCAL AND STATE CONSTRUCTION AGENCIES. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE PROJECT. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PERSON SPECIFICATIONS.

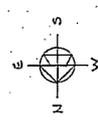
PROJECT: BUILDING 3 - FIRST FLOOR - 3014 ST. JACOBE, US, GROUP 1 - 2012 TYPE OF CONSTRUCTION: V-B

DATE: 06/13/13

DESIGNED BY: UDC



SECOND FLOOR PLAN FIRST FLOOR PLAN



DATE: 06/13/13

FILE: B

JOB NO. 052913

1

NOTE: ALTHOUGH EVERY EFFORT WILL BE MADE TO PROVIDE THE MOST ACCURATE AND COMPLETE SET OF PLANS AND SPECIFICATIONS, THE ARCHITECT ASSUMES NO LIABILITY FOR ANY OMISSIONS, ERRORS, OR INADEQUACIES IN THE INFORMATION PROVIDED TO THE CONTRACTOR.

DESIGNED BY: UDC

PROJECT: BUILDING 3 - UNIT 1 - TOWNHOUSE

9 B REAL ESTATE INVESTMENTS, LLC

4026 S.W. 51 ST. W. MI.

LOYD CARPENTER ARCHITECT LLC

Office: (904) 434-0735 Fax: (904) 434-6233 Cell: (904) 683-3839

LCarpenter@lca.com

EXHIBIT B - Building Elevations

265

GENERAL ORDINANCE NO. 10-13

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 adding
thereto the following NO PARKING zones:

LYNDON STREET, east side, from Velp Avenue to a point 65
feet north of Velp Avenue

LYNDON STREET, west side, from Velp Avenue to a point 50
feet north of Velp Avenue

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

bc

05/21/13