



MINUTES OF THE COMMON COUNCIL

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

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

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

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Kocha, seconded by Ald. Wiezbiskie to approve the minutes of the June 18, 2013, meeting. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to approve the agenda. Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to amend the agenda by moving the Redevelopment Authority Reports to the end of the meeting. Motion carried. Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to approve the agenda as amended. Motion carried.

REPORTS BY THE MAYOR

Ald. Jerry Wiezbiskie and Dawne Cramer were celebrating their birthdays today. Dave Litton was introduced as the new Fire Chief. Taste on Broadway will be August 1. The Nitelite Run will be August 10. The ribbon cutting for the new VA Facility will be August 15.

Bay Tall Ships Festival will be August 16-18.

A plaque was presented to the newly formed Fritsch Park Neighborhood Association. Various interns were recognized.

Tom Wittig announced his resignation as Transit Director.

PUBLIC HEARING

Miscellaneous Ordinance No. 2-13

An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property generally located in the 820-1020 blocks of Bader Street and the 2060-2220 blocks of Manitowoc Road. (Item #31).

No one appeared.

PETITIONS & COMMUNICATIONS

ALL COMMITTEES AND STAFF

Request by Ald. Tim DeWane that when agenda items come forward regarding land and buildings, street addresses be used, not just parcel numbers.

FINANCE COMMITTEE

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

Request by Ald. Thomas DeWane to have any loans given from the City of Green Bay approved by City Council no matter what authority it is under.

IMPROVEMENT & SERVICE COMMITTEE

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

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

Request by Ald. Kocha and Boyce for discussion and possible action on converting sidewalk on the west side of Jackson Street, between Bodart and Main Streets, to parking (parallel or angle).

Request by Ald. Thomas DeWane to discuss, with possible action, the waste management agreement with Brown and Outagamie Counties.

Request by Ald. Boyce to review City grass and weed, snow and sewer policies, with possible action.

PROTECTION & WELFARE COMMITTEE

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

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

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

Request by Ald. Thomas DeWane to discuss, with possible action, the sale of liquor in taverns.

Request by Danny Shandor, owner of Packer Stadium Lounge, to amend Section 33.02(7m) to allow the sale of closed intoxicating liquor in "Class B" establishments.

Appeal by Uwayzo Williams, Sr. to the denial of his Public Vehicle Operator License application.

REDEVELOPMENT AUTHORITY & PARK COMMITTEE

Request by Ald. Tim DeWane and Dan Madigan for redevelopment funds to help purchase two lots at East River Optimist Park for parking and concessions.

SEX OFFENDER RESIDENCY BOARD

Request by Ald. Wiezbiskie to adopt a methodology to inform the people in the areas that are in consideration for placement of an offender so that they can arrange to offer their input.

TRAFFIC COMMISSION

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

Request by Ald. Brunette for discussion and possible action regarding a change to parking signs at the following locations:

- A. On Frank Street in the Rockdale neighborhood.
- B. On Tilkens Street between Tommark and Oneida Streets.

Requests by Ald. Kocha for the following:

- A. Address speeding concerns and pedestrian safety in the area of Basten Street near Clement Street.
- B. Discussion and possible action on adding a "stop" sign on Fred Street at Basten Street.
- C. Discussion and possible action on adding a "stop" sign on Peters Street at Basten Street.

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

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY PLAN COMMISSION July 30, 2013

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

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

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

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

REPORT OF THE GREEN BAY PLAN COMMISSION
July 30, 2013

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

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

8. To approve the “Responsibilities and Ground Rules for the Planning Process” for the Downtown Master Plan.
9. To receive and place on file the request by Jim Sanderson to name the yet-to-be constructed street in the 300 block of North Washington Street as “Navarino Street”.
10. To receive and place on file the request by Ald. Nicholson to review the City’s signage ordinance, with possible action.
11. To receive and place on file the request of Ald. Nicholson to review and amend Chapter 13-519(f).

Moved by Ald. Thomas DeWane, seconded by Ald. Sladek to adopt the report with the exception of Items #1 and #5. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to adopt Item #1. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to adopt Item #5. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY June 18, 2013

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

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

TERM SHEET Clarion Hotel Redevelopment Project 200 Main Street

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

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

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

1. Property Purchase
 - a. American Hospitality Management, Inc., a Michigan corporation, on behalf of an entity to be formed for the sole purpose of bringing the transactions contemplated by this Term Sheet to fruition (hereinafter referred to as "Developer") will purchase from Redevelopment Authority (hereinafter referred to as "RDA") the portion of Parcel 12-164 200 Main Street (Clarion Hotel Property) for \$2.7 M as described in Exhibit A. The RDA shall retain title to property and air-rights described in Exhibit B for the future expansion of the KI Convention Center. (NOTE: will include air rights, footing easements, Clarion meeting rooms and land under meeting rooms, and any other property required for KI Convention Center expansion. The Hotel Meeting Space is to be demolished under the development plan of the City. The City will construct new KI Convention Center meeting rooms within a portion of this area. b. Developer shall have, at its option, the right to enter into an agreement with the City of Green Bay for management of the City-owned boat docks located along the east shore of the Fox River north of the Foxy Lady dock, see attached Dock Management Agreement.
 - b. The City shall resurface the parking lot area located beneath the KI expansion construction in conjunction with the redevelopment of the convention space.
- ~~2. Developer Guaranteed Tax Increment Financing ("TIF"). If Developer requests TIF as part of its capital structure, then both parties would agree to negotiate any Tax Increment Financing component in good faith.~~
3. City will cooperate with respect to any and all permits necessary for Project.
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~~ \$5.3 million investment into the property, excluding acquisition costs. Project to include, without limitation, rehabilitation and upgrade of a 146 room, five-story hotel building; first floor lobby, or related hospitality services. Once completed, the

- hotel will be a Hilton or IHG flag (quality of a Marriott Courtyard or Hampton Inn) subject to franchise approval.
- b. Parking to be addressed as part of the site plan approval process.

DEVELOPER:
AMERICAN HOSPITALITY
MANAGEMENT, INC.

CITY:

Fredrick W. Kindell, Vice President

James J. Schmitt, Mayor

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY:

Kris A. Teske, City Clerk

Harry Maier, Chairman

P. Robert Strong, Secretary

EXHIBIT "A"

EXHIBIT "B"

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

Moved by Ald. Moore, seconded by Ald. Kocha to amend the Term Sheet by deleting Section 2.

Moved by Ald. Thomas DeWane, seconded by Ald. Danzinger to suspend the rules to allow interested parties to speak. Motion carried.

Ed Vandenack, Greg Weykamp and Tom Dobesh spoke in favor of the Edgewater Project.

Craig Bonter, Vice President of New Business Development and Donald Schappacher, President and CEO of American Hospitality Management, spoke in favor of the American Hospitality Management Project.

Mike Frantz, Managing Director of Frantz-Hobart, LLC, spoke regarding the Northland Hotel Project, stating that they will not withdraw; just needed to re-evaluate.

Moved by Ald. Kocha, seconded by Ald. Brunette to return to the regular order of business. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to amend the Term Sheet by deleting Section 2 regarding TIF financing and changing the investment amount from \$4,000,000 to \$5.3 million in Section 7a. Motion carried.

Moved and seconded to adopt the report as amended.

Roll call: Ayes: Wiezbiskie, Kocha, Moore, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: Thomas DeWane, Nicholson, Tim DeWane, Boyce. Motion carried.

**REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
July 30, 2013**

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

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

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

THIS AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY**

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

WITNESSETH:

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

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

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

WHEREAS, RDA desires to see the Property redeveloped into an active commercial development to spur additional investment on Military Avenue and additional tax base for the community, and;

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. DEVELOPER agrees to a substantial partial renovation of a 75,000 square foot former grocery store located on the Property into a new commercial retail use in accordance with this Agreement ("Project"). The total construction costs will be approximately \$3.5 million.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than August 1, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by January 1, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate and use reasonable efforts with respect to any and all permits necessary for completion of the Project.
- D. The DEVELOPER shall comply with all applicable federal, state, and municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with federal, state and municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. FINANCIAL ASSISTANCE

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

III. OTHER RIGHTS AND REMEDIES.

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

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

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

any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

Attest:

**Redevelopment Authority of the
City of Green Bay**

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

Neufeld Enterprises II, LLC

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
CONCEPT PLAN**

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

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

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

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

8. That the establishment of a NO STOPPING OR STANDING 12 AM TO 3 AM SATURDAY AND SUNDAY zone on the west side of Washington Street from Cherry Street to Pine Street be adopted by ordinance.

9. That the removal of the 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on both sides of Ernst Drive from Shirley Street to a point 415 feet south of Shirley Street be adopted by ordinance.

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

REPORT OF THE TRAFFIC COMMISSION July 30, 2013

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

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

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

REPORT OF THE FINANCE COMMITTEE July 30, 2013

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

1. To receive and place on file the KICC project financing procedures and timeline.
2. To receive and place on file the report of purchasing (16) vehicles through the V.A.L.U.E. Cooperative Purchasing Program in 2013 for \$332,500.
3. To give permission to the Purchasing Manager to submit the City's request of vehicles to V.A.L.U.E. cooperative vehicle program. This pre-approval does not

obligate the City to purchase the vehicles.

4. To award the purchase of Fire Rescue Equipment to Paul Conway Shields & Equipment for \$41,750.
5. To hold for one month the Oneida Tribe's request to designate certain properties as tax exempt.
6. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$92,000

Moved by Ald. Boyce, seconded by Ald. Warner to adopt the report. Motion carried.

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

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

1. To approve the request by Michael A. Meyer to rescind the weed control and unsightly growth charge of \$77.00 at University Avenue for Parcel 21-1249-1-3 and issue a new invoice for half the original cost in the amount of \$38.50.
2. To approve the request by Larry Phillips to rescind the early set out charge of \$57.00 at 1473 Farlin Avenue.
3. To approve the request by Ed and Dawn Frommung to rescind the weed control and unsightly growth charge of \$60.50 at 3350 Cottage Hill Drive.
4. To approve the request by Kevin Srenaski to rescind the move in/move out charge of \$140.00 at 2075-2079 Imperial Lane.
5. To approve the request by Jean DeBauche with Professional Guardianships, on behalf of Mildred Smith, to rescind the weed control and unsightly growth charge of \$110.00 at 2219 Preble Ave.
6. To deny the request by Dale Evraets to rescind the early set out charge of \$57.00 at 1055 Bader Street.

7. To deny the request by Dale Evraets to rescind the remove nuisance litter and solid waste materials charge of \$114.02 at 1055 Bader Street.
8. To approve the request by Anchor Bank to amend the Developer's Agreement for the Baird Creek Preserve subdivision and to authorize the Mayor and the City Clerk to sign the agreement.
9. To approve the request by The Sigma Group to install temporary soil borings and groundwater monitoring wells in City right-of-way in the vicinity of South Washington Street and Doty Street subject to entering into a Hold Harmless Agreement, filing the required insurance with Risk Management and to authorize the Director of Public Works to sign the agreement.
10. To approve the request by Annunciation of the BVM Parish to install pavement markings along Kellogg Street adjacent to Parcel 5-1363.
11. To approve the request by the Director of Public Works to negotiate a lease agreement with Clean Energy Fuels to lease a portion of Parcel 20-689 for the purpose of constructing a Liquefied Natural Gas (LNG) and/or Compressed Natural Gas (CNG) fueling station, to allow the Director to execute said agreement and report the terms of the lease back to the Committee at a future date.
12. To approve the request by New Leaf Market for a planning option for Parcels 9-46 and 9-47, (907 and 903 Main Street) that would fall under the same requirements as those set forth by the Redevelopment Authority for Parcel 9-48.
13. To approve the request by Craig Lemerond, HL&H, LLC, to dedicate the storm water management pond on the southeasterly corner of Kathy Drive and Paula Street, Excalibur Second Addition, to the City of Green Bay.
14. To approve the request by Green Bay Neighborhood Leadership Council to install a sculpture in City-owned right-of-way between Whitney Park and Main Street with the actual location to be approved by Department of Public Works staff.
15. To approve the request by Cyber Green to offer electronics recycling to City of Green Bay residents, with drop-off locations to be placed at the East and West Garages, beginning January 1, 2014.
16. To approve the request by Downtown Green Bay Inc. to provide and install two (2) public trash receptacles in the Washington Street district, more particularly on the 300 block of North Washington Street.
17. To approve the request by Bruce Pangborn, on behalf of the Lake Largo Condo Association, for on-site solid waste and recycling collection subject to entering

into a Hold Harmless Agreement, filing the required insurance with Risk Management and to authorize the Mayor and City Clerk to sign the agreement.

18. To approve the request by Scott Selby, on behalf of Leicht's RGL Specialty, for a four-month extension to park semi trailers on Donald Street between Military Avenue and Thrush Street.
19. To approve the request by Keith Lansten & Bethann Froistad, owners of parcel 6H-3865, for an exemption to the Street Terrace Policy allowing the existing rock retaining wall to remain within the street right-of-way until which time the trees that the wall presently supports are removed.
20. To refer to staff to continue discussions with Ald. Boyce for possible revisions of the house number ordinance to include a new standard design selected by the Green Bay Fire Department.
21. To order in sidewalks on the south side of University Avenue between Humboldt Road and St. Anthony Drive utilizing the best consideration regarding the location within the right-of-way to connect to St. Anthony Drive and to minimize impacts to properties along the route.
22. To approve the request by the Department of Public Works to approve changes to the City's Bulk Waste Collection Program, which will become effective January 1, 2014.
23. To approve the request by the Department of Public Works to amend the 2013 Equipment Replacement Program in order to replace vehicle #205.
24. To approve the request by the Department of Public Works to amend the 2013 Capital Improvement Program to allow for City expenditures to build the necessary City infrastructure associated with the proposed Largo Ridge Subdivision.

To approve the request by the Department of Public Works to amend the 2013 Capital Improvement Program to remove the traffic signal repairs scheduled for the intersections of Walnut Street and Jefferson Street, and Walnut Street and Madison Street to be reassigned to the intersections of Main Street and Manitowoc Road, and Main Street and Guns Road.

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

25. To approve the report of the Purchasing Agent:

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

fiscal year 2014 and to authorize the Mayor and the City Clerk to sign the bridge operation agreement.

28. To approve and authorize the following relocation payment:

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

Larry Gerczak Liquor Store, Inc Parcel 39	\$4,579.20
--	------------

29. To approve the request by Department of Public Works to approve the Nominal Payment Parcel Report for the acquisition of right-of-way required for Monroe Avenue (Project #1481-07-21) and authorize offers to purchase, subject to approval by Wisconsin Department of Transportation.
30. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
- A. Mike Delahaut Construction, Inc.
 - B. Howard Immel, Inc.
 - C. Pasanen's Services, LLC
 - D. E & I Concrete Construction
31. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

Moved by Ald. Steuer, seconded by Ald. Kocha to adopt the report with the exception of Item #22. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Kocha to refer Item #22 back to the Improvement & Service Committee. Motion carried.

REPORT OF THE PARK COMMITTEE
July 30, 2013

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

1. To approve the request of the Navarino Neighborhood Association to install a little library and message board in Navarino Park contingent upon
 - Navarino Neighborhood Association would be responsible for all costs of the construction, materials and installation.
 - Once installed it becomes City property.
 - No advertising to be allowed.
 - Park staff approval of the layout and installation plans.

- All materials must meet City building and inspection codes.
 - Navarino Neighborhood is responsible for managing the reading content, damage, maintenance and repairs of the Little Library and message board.
 - All proper permits and insurances being obtained.
2. To approve the acceptance of two soccer goals from the Sunrise Optimist Club for Fort Howard Park.
 3. To approve the acceptance of the donation of \$25,000 from the Green Bay Sam's Club for the Little Libraries Program.
 4. To refer the request by Wisconsin Public Service to release a partial easement on part of parcel 11-15-A at the northwest corner of Adams and Elm Streets back to staff and the Law Department for further review.
 5. To approve a request by Eagle Scout Eric Erb to install batting cages at Perkins Park baseball field contingent upon there being no objections or concerns presented at the Perkins Neighborhood Association meeting of July 30, 2013.
 6. To approve the request to paint the Bay Beach logo on the Quincy Street water tower.
 7. To refer to the Planning Department the request by Ald. Steuer to look at vacant green spaces/outlots that could be looked at as potential sites for community gardens.
 8. To approve the request by Ald. Danzinger to waive the rental fee for the use of the Showmobile on September 14, 2013 for the Guinness World Record Largest Zumba Class event to be held at Lambeau Field.
 9. To deny the request by Ald. Kocha on behalf of Ed Langenberg to remove four Linden trees located on city property at 607 Ravenswood Drive and have the Forester examine the trees for proactive trimming methods. Also, when the trees need to be replaced, do not replace the trees with Redmond Linden trees.
 10. To have Ald. Brunette and the Friends of Colburn Pool work with staff to determine the pool design needs as well as the City's commitment to the project and to have the Director include the operating costs in the 2014 budget.
 11. To receive and place on file the Director's Report.

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

**REPORT OF THE PERSONNEL COMMITTEE
July 30, 2013**

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

1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Patrol Officer (2 positions) – Police Department
 - b. Civil Engineer – Public Works
 - c. Enforcement Attendant – Public Works
 - d. Custodian – Public Works
 - e. Truck Driver – Public Works
 - f. Sanitation Laborer – Public Works
 - g. Maintenance Specialist III/Carpenter – Park, Recreation & Forestry
2. To hold the recommendation for a 2% general salary increase for the following employee groups, effective with the start of the payroll period in which October 1, 2013 occurs until the next Personnel Committee meeting.
 - a. Administrative
 - b. Bay Area
 - c. Crossing Guards
 - d. Electricians
 - e. Inspectors
 - f. Parks and Forestry Maintenance
 - g. Public Works Labor
 - h. Seasonal
3. To hold the request to reclassify the Assistant Fire Chief position from Administrative Pay Grade 40 to Administrative Pay Grade 41 until the next Personnel Committee meeting.
4. To approve the request to reclassify two positions in the Community Services Department, Housing Division as follows:
 - a. Senior Property Manager position from Administrative Pay Grade 32 to Administrative Pay Grade 33. Motion carried 3-1 with Ald. Nicholson voting no.
 - b. Property Manager position from Administrative Pay Grade 31 to Resident Services Coordinator, Administrative Pay Grade 28. Motion carried 3-1 with Ald. DeWane voting no.
5. To approve the reimbursement of actual moving expenses from the Fire Department budget for Fire Chief David Litton in an amount not to exceed \$12,908.28. Motion carried 3-1 with Ald. Nicholson voting no.

6. To approve a transition plan for implementation of the revised escrow account provision. Motion carried 3-1 with Ald. DeWane voting no.
7. To hold the review of the Hook and Ladder Program until the next Personnel Committee meeting with reports back from the Fire Department on the status of the Hook and Ladder pilot program, and from the City Attorney on the options clarifying City Council authority.
8. To hold the request by Ald. Nicholson to review the Animal Control Service Contracts with the Villages of Allouez and Ashwaubeneon and the City of DePere until the next Personnel Committee meeting.
9. To receive and place on file the report of routine Personnel Actions for regular employees.
10. To direct staff to meet with Bay Area Municipal Employees, Local 1889, AFSCME representatives to review City policies.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report with the exception of Items #4 and #5. Motion carried.

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

Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to refer Item #4 back to the Personnel Committee. Motion carried.

Moved by Ald. Moore, seconded by Ald. Warner to adopt Item #5.

Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to refer Item #5 back to the Personnel Committee.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Boyce, Brunette, Warner, Steuer. Noes: Kocha, Moore, Danzinger, Sladek. Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT

July 30, 2013

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

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

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

1. To approve the notice of the change of agent for Kocoro, LLC at 301 N. Adams Street with the approval of proper authorities.

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

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

PROTECTION & WELFARE COMMITTEE REPORT

July 30, 2013

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

1. To postpone until the next meeting the application for a "Class A" Liquor and a Class "A" Beverage License by Krist Oil Company at 1369 E. Mason Street.
2. To approve the application for one of six available "Class B" Combination License by J3MBC, LLC at 201 N. Washington Street, contingent upon plan approval prior to the next Common Council meeting, and with the approval of proper authorities.
3. To approve the application for one of five available "Class B" Combination License by DNS Entertainment LLC at 2056 Main Street, contingent upon applicant executing a security plan and stipulation prior to the next Common Council meeting, and with the approval of proper authorities.
4. To approve the renewal application for a Class "B" Beverage License by Jesus Madrigal at 1207 E. Mason Street with the approval of the proper authorities.
5. To approve the renewal application for a Class "A" Beverage License by La Herradura, Inc. at 1715 University Avenue with the approval of the proper authorities.
6. To approve the notice of the change of agent and officer for Witches Den LLC at 1623 Cass Street with the approval of the proper authorities.
7. To approve the request by Green Bay Sport Service, 1265 Lombardi Avenue, to amend their liquor license to include the south end zone expansion with the approval of the proper authorities.

8. To approve the request by Green Bay Sports Service, 1265 Lombardi Avenue, to hold an outdoor event in their parking lot on August 3. The approval of the request is subject to complaint.
9. To deny the request by Hagemeister Park, 325 N. Washington, to amend their liquor license to include a portion of the City Deck behind the premises.
10. To receive and place on file the request by Ald. Tim De Wane to discuss outdoor fencing at Hagemeister Park, 325 N. Washington, with possible action.
11. To approve the request by JD's Bar, 715 S. Broadway, to hold an outdoor event on August 24, 2013. The approval of the request is subject to complaint.
12. To approve the request by Greger's Bad Habit Saloon, 704 Bellevue, to hold an outdoor event on August 17. The approval of the request is subject to complaint.
13. To approve the request by the owner's of Cropsey's On State, 1336 State Street, to hold an outdoor event on August 24, with music until 1:00 a.m. The approval of the request is subject to complaint.
14. To approve the request to keep three dogs at 2477 Deckner Avenue, with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
15. To approve the appeal by Edward L. Richter to the denial of his operator license application with the stipulation that another licensed operator works with him.
16. To deny the request by Ald. Boyce for adoption of a city-wide saggy pants policy, with possible action.
17. To approve as amended the request by the Police Department to amend Green Bay Municipal Code 6.07 relating to the regulation of junk dealers.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the report with the exception of Items #2, #3, #10, #14 and #17. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt Item #2. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt Item #3. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt Item #10.

Moved by Ald. Tim DeWane, seconded by Ald. Thomas DeWane to refer Item #10 back to the Protection & Welfare Committee. Motion carried.

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

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to refer Item #14 back to the Protection & Welfare Committee. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt Item #17.

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

David Borsick from Sadoff Iron & Metal, a state-wide recycling company, stated that they are in support of the concept of the ordinances. However, the section dealing with defacing of numbers, may be in conflict with State Statutes.

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

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt Item #17 with the understanding that the Law Department will make any necessary changes before the third reading of the ordinances. Motion carried.

REPORT OF THE PROTECTION AND WELFARE COMMITTEE GRANTING OPERATOR LICENSES

July 30, 2013

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

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

Bristol, Haley M
Brosz, Susan M
Bucholz, Wesley C
Burke, Thomas R
Caelwaerts, Allyssa M
Camps, Nancy J
Cantwell, Patrick O

Diamantte, Darla L
Diring, Gregory L
Dorff, Michael P
Dow, Marissa R
Doyle, Haleigh E
Dufek, Steven L
Dufour, Judith A

Groeschel, Richard P
Groose, Vicki A
Gross, James B
Grutza, Hannah C
Gullickson, Amanda M
Hagenow, Leilani L
Hammer, Jamie L

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

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

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

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

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

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

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report with Ald. Danzinger abstaining on the approval of Kimberly Esbona and Keith R. Powers.. Motion carried.

RECEIVE & PLACE ON FILE

Trial Balance Reports for May & June, 2013.

Municipal Court Report for June, 2013.

Check Register for June, 2013.

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

RESOLUTIONS

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

July 30, 2013

Resolution No. 14

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

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

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

NOW, THEREFORE, be it resolved by the Municipality's Common Council (the "Governing Body") as follows:

Section 1. Approval of Bonds and Project.

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

Section 2. Authorization to Act.

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

Section 3. Conflicting Resolutions; Severability; Effective Date.

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

Adopted: July 30, 2013

Approved: July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

EXHIBIT A

REDEVELOPMENT AUTHORITY

OF THE
CITY OF GREEN BAY, WISCONSIN

July 23, 2013

Resolution No. 639

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

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

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

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

WHEREAS, the Municipality’s governing body declared the Redevelopment Area to be blighted within the meaning of the Redevelopment Act in its resolution, adopted by a two-thirds vote, on October 21, 1997, and approved the Redevelopment Plan in its resolution, adopted by a two-thirds vote, on December 2, 1997; and
WHEREAS, the Authority and Brown County, Wisconsin (the “**County**”) thereafter undertook discussions and negotiations relating to (i) the expansion of existing conference facilities and development of a convention center; (ii) the land acquisition, assembly, and preparation necessary for such expansion and development; (iii) mechanical systems necessary to serve the structures included in such expansion and development; and (iv) all other construction, improvements, and activities related to

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

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

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

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

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

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

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

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

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

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

1. Issuance of Bonds; Bond Documents.

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

2. Authorization to Act.

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

3. Conflicting Resolutions; Severability; Effective Date.

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

Adopted: July 23, 2013

Harry Maier
Chairperson

P. Robert Strong
Secretary

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to suspend the rules for the purpose of adopting all of the remaining resolutions, with the exception of Item #16, with one roll call vote. Motion carried.

**FINAL PAYMENTS RESOLUTION
JULY 30, 2013**

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

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

1. BAIRD CREEK BIKE/PEDESTRIAN TRAIL, N. DANZ AVENUE TO BAIRD CREEK ROAD

K&L Construction, Inc.

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

ACCOUNT NUMBERS

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

PO #104398

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

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

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

To approve and authorize the following relocation payment:

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

Larry Gerczak Liquor Store, Inc Parcel 39	\$4,579.20
--	------------

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

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

July 30, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City of Green Bay also recognizes that when environmental, heritage, and tourism-related entities partner with the communities, the historic, cultural, and natural resources are more effectively preserved, interpreted, and promoted.

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

BE IT FURTHER RESOLVED that the City of Green Bay will not support any interference with private property owner rights within the Fox-Wisconsin Heritage Parkway, and specifically opposes the condemnation or rezoning of existing property within the Parkway.

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

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

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

Adopted _____

Approved _____

Mayor

Clerk

Moved by Ald. Kocha, seconded by Ald. Tim DeWane to adopt the resolution.
Moved by Ald. Moore, seconded by Ald. Thomas DeWane to deny the resolution.
Moved by Ald. Kocha, seconded by Ald. Boyce to refer the resolution back to the Park Committee.

Roll call: Ayes: Wiezbiskie, Tim DeWane, Kocha, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: Thomas DeWane, Nicholson, Moore. Motion carried.

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

July 30, 2013

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

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

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

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

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

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

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

WITNESSETH:

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

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

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

WHEREAS, RDA desires to see the Property redeveloped into an active commercial development to spur additional investment on Military Avenue and additional tax base for the community, and;

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. DEVELOPER agrees to a substantial partial renovation of a 75,000 square foot former grocery store located on the Property into a new commercial retail use in accordance with this Agreement ("Project"). The total construction costs will be approximately \$3.5 million.

- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than August 1, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit

for any portion of the building constructed on the Project Site) by January 1, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.

- C. The CITY will cooperate and use reasonable efforts with respect to any and all permits necessary for completion of the Project.
- D. The DEVELOPER shall comply with all applicable federal, state, and municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with federal, state and municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. FINANCIAL ASSISTANCE

- E. Beginning in 2014, CITY shall reimburse the DEVELOPER for fifty percent (50%) of new incremental taxes in an amount not to exceed \$40,000.00 per year for the Property. The reimbursement shall be for either a period of ten years or an amount not to exceed a cumulative value of \$400,000, whichever comes first. This reimbursement shall be known as the Annual TIF Payment.
- F. This assistance package includes any and all further improvements to the Property for the ten-year period including any additional building improvements or outlot development at the project site including any lot-splits originating from the Property.
- G. The Annual TIF Payment shall be calculated by subtracting the actual real

property taxes paid on an annual basis from the actual real property taxes paid on the Base Tax Value. The Base Tax Value is the 2013 assessed value for the Property, which is \$1,650,000. Real property taxes do not include any special assessments, special taxes, special charges, or personal property taxes.

- H. The Annual TIF Payment shall be paid to the DEVELOPER within 30 days following the RDA and CITY receiving proof from DEVELOPER that the annual real estate tax bill for the Property has been paid in full.

III. OTHER RIGHTS AND REMEDIES.

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

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

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in

fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

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

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

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

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

Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

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

Attest: **Redevelopment Authority of the
City of Green Bay**

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest: **City of Green Bay**

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest: **Neufeld Enterprises II, LLC**

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
CONCEPT PLAN**

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

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

July 30, 2013

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

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

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

Said conditional-use permit shall be granted subject to:

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and approval.

b. All vehicle parts, including tires, shall be stored inside of an enclosed building.

c. Compliance with the submitted operation plan and submitted site plan.

d. There shall be no expansion of the conditional use without Plan Commission and City Council approval.

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

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

July 30, 2013

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

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

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

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

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

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

July 30, 2013

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

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

Said conditional-use permit shall be granted subject to:

- a. Standard site plan review and approval.

b. All applicable standards listed in Chapter 13, Green Bay Municipal Code.

c. Gravel base course as proposed for the substation compound may be utilized for the safety and benefit of those working within the compound.

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

**RESOLUTION OF RECOGNITION
FRITSCH PARK NEIGHBORHOOD ASSOCIATION**

July 30, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

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

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

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

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

Adopted July 30, 2013

Approved July 31, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 14-13

AN ORDINANCE
AMENDING SECTION 29.208,

GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

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

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

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

GENERAL ORDINANCE NO. 15-13

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

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

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

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 16-13

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

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

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

6.07 JUNK DEALERS.

(1) DEFINITIONS.

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

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

(c) “Regulated Property” shall mean scrap metal, metal alloy, non-plastic pipe, copper, nonferrous metal items other than aluminum cans, stained glass, traffic signs, water meters, cemetery monument plaques, fixtures from houses of worship, catalytic converters, bicycles, bicycle

frames or parts, manhole covers, including lids, grates and frames, or other articles as prescribed by the Chief of Police or a delegate.

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

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

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

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

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

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

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

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

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

~~(4)~~ **(5)** GRANTING OR REFUSING LICENSE.

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

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

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

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

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

(a) On Licensed Premises. Every holder of a license shall at all times keep the license posted in a conspicuous place on the premises described in the

application. No person shall post such license upon premises other than those mentioned in the application or knowingly deface or destroy such license.

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

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

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

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

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

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

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

(f) Subsection (9) shall not apply to businesses which had less than 50 regulated property transactions in the past calendar year. However, any such junk dealer must follow the daily reporting procedure for each

regulated property transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the regulated property transaction.

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

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

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

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

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

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

6.07 JUNK DEALERS

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(4)~~ **(5) GRANTING OR REFUSING LICENSE.**

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

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

person who has within three years of the date of the application been convicted of a felony reasonably related to the licensed activity.

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

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

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

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

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

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

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

(b) If a junk dealer is unable to successfully transfer the required reports by modem, the junk dealer must provide the police department with

printed copies of all regulated property transactions by 12:00 noon the next business day.

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

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

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

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

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

~~(9) (10) PURCHASE WHERE NUMBER DEFACED.~~ No licensee shall buy, sell, or receive, dispose of, conceal, or possess any motor vehicle, party, or

accessory from which the manufacturer's serial number or any other number of identification mark has been removed, defaced, covered, altered, or destroyed for the purpose of concealing or misrepresenting the identity of such vehicle, part, or accessory. Every licensee to whom is offered for sale, storage, or wreckage any motor vehicle, part, or accessory from which has been removed the manufacturer's serial number or any other identification mark shall immediately notify the Chief of Police of such offer.

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 17-13

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

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

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

6.075 JUNK COLLECTORS.

(1) DEFINITIONS.

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

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

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

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

(a) The name and residence of the applicant.

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

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

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

(4) GRANTING OR REFUSING LICENSE.

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

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

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

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

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

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

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

any motor vehicle, part, or accessory from which has been removed the manufacturer's serial number or any other identification mark shall immediately notify the Chief of Police of such offer.

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 9-13

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

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

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

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

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

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

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

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

hereby repealed.

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

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

SECTION 7. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance; and has no financial impact on the City.

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

APPROVED:

Mayor

ATTEST:

Clerk

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

ZONING ORDINANCE NO. 10-13

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

(ZP 13-19)

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Varied Density Residential (R3) District to General Commercial (C1) District:

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 11-13

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

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

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

Parcel Number 5-1740: Larsen Green Lot 1

Parcel Number 5-1751: Larsen Green Lot 12

Parcel Number 5-1752: Larsen Green Lot 13

Parcel Number 5-1753: Larsen Green Lot 14

Parcel Number 5-1754: Larsen Green Lot 15

Parcel Number 5-1755: Larsen Green Lot 16

Parcel Number 5-1758: Larsen Green Outlot 1

Parcel Number 5-584-2: LOT 3 & PRT OF LOT 1 DESC IN 2351665 OF 53 CSM 31 BNG PRT OF LOTS 20,21 & 22 & PRT OF VAC ALLEY DOUSMANS ADDN EX 2351666

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

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

1. Permitted Uses.

- a. The permitted and accessory uses for the PUD shall be those uses listed in the D – Downtown District zoning category found within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700 with the following modifications:
- (1) Animal hospital, veterinary clinic shall only be permitted with approval of a conditional use permit
 - (2) Dormitory shall only be permitted with approval of a conditional use permit
 - (3) Firearms sales and service shall only be permitted with approval of a conditional use permit
 - (4) Funeral homes shall not be a permitted use within the PUD
 - (5) Motels **(as defined by the Green Bay Zoning Code and in contrast with “hotels”)** shall not be a permitted use within the PUD
 - (6) Parking lots or structures as principle uses shall be considered a permitted use in those areas identified on attached Exhibit “E” as parking except as follows:
 - i. Temporary parking associated with the use on Lot 102 is permitted on Lot 103.
 - (7) Temporary parking associated with the use on Lot 102 is permitted on Lot 103.
 - (8) A one lane drive-through facility associated with a primary use is permitted on Lot 102.

2. Conditional Uses.

- a. The following uses may be established with approval of a conditional use permit:
- ~~(1) Limited production and processing as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-300~~
 - ~~(2)~~ **(1)** Light Industrial as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700
 - ~~(3)~~ **(2)** Research and development facility as defined in the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-700

3. Accessory Uses.

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

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

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

5. Temporary Parking.

- a. Temporary parking on undeveloped property may be provided on areas designated as mixed-use commercial, park, public right-of-way and Phase V. This parking will be provided to facilitate the incremental development of the overall site and is not intended to be permanent. Identification of temporary parking by OBI will be done in collaboration with the Green Bay Planning Department. The temporary parking layout concept is shown in Exhibit E1 **and as modified by Exhibit K-1.** Designation as areas for

temporary parking described here can be done without amendment to this PUD.

6. Phase V Study Area.

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

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

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

Lot size and setbacks.

- a. Minimum lot width: 12 feet
- b. Minimum lot depth: 90 feet
- c. Minimum building lot size: 1,200 square feet
- d. Minimum front, side, side at corner, & rear yard setback: none
- e. Maximum front and side at corner yard setback: A minimum of 25 percent of the front or side at corner setback façade shall be at zero feet with an overall average of 6' for the entire length shall be maintained.

Site Coverage (Building Footprint).

- a. Minimum Coverage: 25%
 - b. Maximum Coverage: 100%
3. Green Space/Open Space Requirement: Minimum of 25% **(in aggregate of green space and open space)** of site.
- a. Open space includes terraces, exposed balconies, **patios or decks**, drives, paving, **surface parking** and **parking** decks.

- b. Green space includes roof gardens, green roofs, planters, and planted landscapes.
- c. **When multiple parcels are involved in a single development project, the minimum green space/open space requirement may be satisfied by including the green and open space within the development project as a whole, even if not satisfied by one or more particular parcels within the single development project.**

Height.

- a. Minimum height: 27'
 - (1) Minimum height shall be measured to lowest “high” building element and shall be the minimum measurement across the entire street facing façade(s).
- b. **Maximum height for Lots 105, 107, and 108: D2 Zoning District standard (no maximum).**
- ~~b.~~ c. **Maximum height in all other locations: 68'**
 - (1) Maximum height shall be measure to the highest “high” building element or elevator shaft and shall be the maximum measurement across the entire street facing façade(s).
- ~~c.~~ d. Railings, antennas, etc. are not considered building elements.

5. Floor Area Ratio (FAR) see Exhibit J.

- a. Minimum FAR = 1.5 x area of site
- b. Maximum FAR = 5.0 x area of site
- c. Covered auto parking may be included or excluded in the calculation of FAR. This is also true of “basement” parking.
- d. Useable rooftops, exterior patios, and decks are not included in the calculation of FAR.
- e. Basements are not included in the calculation of FAR except that portion of basements with occupied/accessible space or areas dedicated for parking.

6. Lot 300 shall follow the Downtown 2 zoning district dimensional and area requirements, except as follows:

- a. No minimum or maximum FAR shall be required.

- b. No minimum side or rear yard setbacks shall be required.
- c. No maximum front yard setback shall be required.

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

E. SIGNAGE. Signage shall be regulated as follows:

1. Signage shall meet the standards for the D – Downtown Zoning District as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2000 with the following modifications:

- a. Pole signs are prohibited within the PUD boundaries.
- b. Monument signs are permitted through approval of a Conditional Use Permit (CUP).
- c. A detailed signage plan shall be submitted to and approved by the CDRT (Community Development Review Team) at time of site plan submittal and prior to issuance of any building permits.
- d. Off-premises signage is permitted at locations on Broadway and Dousman as identified on Exhibit B. Signage shall meet the dimensional and sign area standards and allowances of monument signs found within Section 13-2000 for the Downtown District.
- e. **Signage that generally conforms with Exhibits K-8, K-10, and K-11 shall be allowed with the following standards:**

(1) Because signage on buildings A and B will include the identity for a coordinated mixed-used development, a maximum of two wall signs will be permitted on each of the east and west building facades with a total area not to exceed 650 square feet.

(2) Roof signage shall be permitted on Lots 105 and 106.

(3) Projecting signs shall not exceed 45 square feet in area per sign.

f. **Landmark signage on the existing smokestack shall be permitted on Lot 106. Such signage shall generally conform with Exhibits K-10 and K-11 and shall comply with the following:**

- (1) In order to manage the scale of the sign, the size and spacing of letters in the sign shall be similar to the size and spacing of the existing “LARSEN” lettering.
- (2) Any lighting of the sign shall be complementary to the overall light of the site. External lighting or backlighting are preferred to channel lighting.
- (3) The sign must be affixed in a way that does not damage the structural integrity of the stack and that does not obscure the daytime view of the historic “LARSEN” lettering.
- (4) The sign height shall not exceed the top of the stack.
- (5) The area of landmark signage shall not count toward the total allowable sign area for the building or site.

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

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

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

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

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

1. Retail and restaurant uses shall provide one (1) space per 360 square feet.
2. Office uses shall provide one (1) space per 600 square feet.
3. Institutional uses shall provide parking equal to 30 percent of the capacity of persons.
4. Residential uses shall provide one (1) space per unit.
5. Light industrial uses shall provide one (1) space per 750 square feet.

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

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

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

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

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

J. ARCHITECTURE. Architectural design of both existing buildings

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

1. Existing Buildings should exercise repair over replacement. Historic photos should be used to identify previous conditions that can be matched in the renovation.
2. Materials should be durable and appropriate for the district. Acceptable building façade materials include:
 - a. Concrete (including precast concrete with prior approval of sample)
 - b. Glass
 - c. Masonry (brick as well as decorative block with prior approval of block sample)
 - d. Metals
 - e. Stone
 - f. Tile
 - g. Wood with prior approval of sample
 - h. Other materials (such as cementitious sidings, stucco and polyurethane or PVC detailings) that are prior approved from actual samples
 - i. Materials not approved include vinyl siding, rough texture wood siding, “fake” brick or stone, gravel aggregates and EIFS.
3. Awning Materials should be canvas or acrylic coated fabric.
4. Colors should be sensitive to the time period of the building construction and appropriate to the district.
5. Street façade should have clear distinction between the “storefront” on the first floor and the floors above for the mixed use commercial and light industrial uses of this district.
 - a. Front entrance is to be clearly identifiable and recessed
 - b. Facades longer than 75’ require functional entrances on an average of 75’.
 - (1) Entry doors are to be glass or have equal amount of sidelight glass to unglazed doors.

- (2) A “functional” entry is defined as one that can be used by customers or employees on a regular basis.
 - (3) **Due to the height of the first floor above sidewalk grade, this standard shall not be enforced on the Broadway façade for Lots 105 and 106 when adaptively reusing the existing buildings.**
- c. Transparent glazing is required for 35% of the ground level, street façade. Glazing should be insulated but clear. Transparent door glazing is counted as part of the transparent glazing requirement.
 - d. Storefront to include display windows or approved equal.
 - e. First floor to meet setback dimensions stated elsewhere in this PUD.
 - f. Upper floors should “feel” like an average setback of 0’; projections are encouraged.
 - g. Upper floors should reflect function of commercial, office or residential use.
 - h. Any signage, lighting and awnings must be integrated into the design.
 - i. Height and proportion is to be appropriate and respectful of neighbors
6. Second street facades (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the “address” elevation, though the overall emphasis of the “address” elevation should be greater than the second street facades.
- a. Blank walls on second street facades should not exceed 24’ long.
 - b. Functional entries are allowed and encouraged on second street facades. A functional entrance should occur on an average of 75’.
7. Side façade at adjoining property lines may be “blank” and must meet fire separation codes.
8. Rear façade should also use good design principles.
- a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a “receiving” entry).
 - b. Some differentiation should occur between the first floor and the upper floors.
 - c. Rear façade should correlate to the front elevation.

9. Roofs should be designed for light reflectance and snow loads.
 - a. Flat roofs (<2:12 pitch) must have a Solar Reflectance Index (SRI) greater than 78.
 - b. Pitched roofs (>2:12) must have an SRI greater than 29.
 - c. Roofs must be designed to accept a snow load from an adjacent building that is of maximum height for the PUD.
- ~~10. Completed projects within the PUD are to be "eligible" for LEED — New Construction Certification (score of 26 points). Submission to USGBC is not required.~~

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

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

PLANNING ORDINANCE NO. 2-13

AN ORDINANCE
AMENDING THE OFFICIAL MAP
OF THE CITY OF GREEN BAY
SOUTHEAST OF SITKA STREET AND
ONTARIO ROAD BY REMOVING A
SMALL EAST/WEST CONNECTION AND
REPLACING IT WITH A CUL-DE-SAC
(OMA 13-02)

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended southeast of Sitka Street and Ontario Road by removing a small east/west connection and replacing it with a cul-de-sac, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

Legal Description

Lot 4 of Volume 55 Certified Survey Maps, Page 9, Map No. 7924; being part of the Northwest ¼ of the Southwest ¼, Section 2, Township 23 North, Range 21 East, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

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 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

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

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to advance the ordinance to the third reading. Motion carried.

ORDINANCES - THIRD READING

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting both General Ordinances with one roll call vote. Motion carried.

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 30th day of July, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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;
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 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 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 afflicted 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.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to adopt the ordinance.

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

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 30th day of July, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to adopt the ordinance.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

MISCELLANEOUS ORDINANCE

MISCELLANEOUS ORDINANCE NO. 2-13

AN ORDINANCE
ADOPTING AN AMENDMENT TO THE
SMART GROWTH 2022 COMPREHENSIVE PLAN
OF THE CITY OF GREEN BAY PERTAINING TO
PROPERTY GENERALLY LOCATED IN THE 820 - 1020
BLOCKS OF BADER STREET AND THE
2060 - 2220 BLOCKS OF MANITOWOC ROAD
(CPA 13-01)

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 13-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. It is the

Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

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

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 13-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 3. This ordinance shall take effect upon passage by a unanimous vote of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this 30th day of July, 2013.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Kocha, seconded by Ald. Tim DeWane adopt the ordinance.

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

Moved by Ald. Thomas DeWane, seconded by Ald. Nicholson to adjourn at 11:40 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk