



MINUTES OF THE COMMON COUNCIL

**TUESDAY, NOVEMBER 19, 2013, 7:00 P.M.
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

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

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to approve the minutes of the November 5, 2013, meeting. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to amend the agenda by handling the bond resolution after the presentations. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to approve the agenda as amended. Motion carried.

REPORT BY THE MAYOR

Mayor Schmitt announced Stock the Sleigh Food Drive. Non-perishable food items can be placed in the sleigh in front of City Hall.

You can go to ringbells.org to sign up to ring bells for the Salvation Army.

The ground breaking for the KI Convention Center expansion will be on December 5 at 2:30 P.M.

ANNOUNCEMENTS

The City Clerk reminded everyone that paperwork to run for the office of alderperson, judge or school board can be picked up in the Clerk's Office or it can be obtained on the Government Accountability Board's website. Nomination papers can be circulated starting December 1 and must be filed by January 7. Statements of noncandidacy need to be filed on or before December 27.

PRESENTATION

The Mayor presented the following Leadership Awards:

STUDENT LEADERSHIP AWARD 2013

Preble High School Student Founders of the Hive

Jason Biskner

Brianna Macco

Elsa Corona

Citlaly Lara

Alexis Booker

Luis Molina

Renee Every-Associate Principal

RESIDENTIAL URBAN RENEWAL AWARD 2013

Jonathan & Patricia Olson

ENVIRONMENTAL SUSTAINABILITY AWARD 2013

Ned & Lindsay Dorff

ADVANCEMENT OF LITERACY AWARD 2013

Bob & Pat Borucki

INVESTMENT IN THE BUSINESS COMMUNITY AWARD 2013

Associated Bank

GOVERNMENT PARTNERSHIP AWARD 2013

Steven VandenAvond

PETITIONS & COMMUNICATIONS

FINANCE COMMITTEE

Request by Ald. Thomas DeWane for a list of all neighborhood works loans from Green Bay from the last ten years and show how many have been satisfied.

NEIGHBORHOOD DIVISION

Request by Ald. Steuer for a study on forming a neighborhood association help team to rake, shovel, or perform yard work for neighbors who may be sick, elderly, or incapacitated in any way.

PROTECTION & WELFARE COMMITTEE

Application for an available "Class B" Combination License by Anduzzi's East Green Bay, LLC at 900 Kepler Drive.

Request by Ald. Sladek for discussion of increased enforcement of the ordinance prohibiting the placement of temporary signs in City street terraces.

Request by Ald. Thomas Dewane to revise the sex offender ordinance.

Renewal application for a Direct Seller Permit by Thomas Kulhanek.

REDEVELOPMENT AUTHORITY

Request by Ald. Moore for the following:

1. Review the loan to grant conversion to Neighborworks which was recently approved by the RDA.
2. Review CHODO eligibility requirements, and process of distribution, of CBGD Funds with RDA and share information with full Council.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane 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 November 19, 2013

The Green Bay Plan Commission, having met on Monday, November 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. The request to amend the *Smart Growth 2022 Comprehensive Plan* for properties located at 1335 through 1369 East Mason from Medium Intensity Retail Office Housing to Commercial was denied by the Plan Commission.
2. To table the request to amend the Planned Unit Development (PUD) for a proposed Youth Education Program operated by the Green Bay Area Public School District (GBAPSD) located at 2430 Finger Road.
3. To approve the request for a Conditional Use Permit (CUP) to authorize the reestablishment of a two-family dwelling in a Low Density Residential (R1) District located at 725 Turek Street/2252 Preble Avenue.
4. To approve the request to amend the Planned Unit Development (PUD) for Northeast Wisconsin Technical College (NWTC) to address current uses on site and a proposed student housing development on campus located at 2740 West Mason Street.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Item #1. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #1.

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

Bobbie Lison, 1247 Lawe Street, spoke against the plan.

Mike Waldo, 4519 Glendale Avenue, also spoke against the plan.

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

A vote was then taken on the motion to adopt Item #1, thereby denying the request. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY November 19, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, November 12, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Development Agreement with Broadway Automotive for investment and renovation of the property located at 1106 S. Military Avenue (copy attached).
2. To approve the term sheet with DDL Holdings, LLC for redevelopment of 300 block of North Broadway as part of the Larsen Green redevelopment (copy attached).
3. To authorize reimbursement of \$235,000 using TIF 5 funds to the U.S. Department of Housing and Urban Development for repayment of HOME funds for a stalled HOME project.
4. The Redevelopment Authority approved a budget for use of Community Development Block Grant and HOME funds, as a part of the 2014 Annual Action Plan. This budget was recommended to the Common Council at its October 15, 2013, meeting. The budget was adopted by Common Council and published on October 18, 2013, to allow a 30-day comment period. The comment period ended on November 18, 2013. No comments were received. A summary of the approved budget, as included in the Plan, is attached. The Redevelopment Authority is recommending final approval of the 2014 Annual Action Plan.

DRAFT DEVELOPMENT AGREEMENT BROADWAY AUTOMOTIVE

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

WITNESSETH:

WHEREAS, Broadway Automotive is located at 1106 S. Military Avenue and is an important destination on Military Avenue; and

WHEREAS, DEVELOPER desires to engage in a substantial re-investment of approximately \$8.9 million to increase the value of its Property; and

WHEREAS, DEVELOPER needs City assistance in the form of tax increment financing to assist in this re-investment so that this Project may occur.

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 DEVELOPER OBLIGATIONS. DEVELOPER owns the Property located at 1106 S. Military Ave., Parcel Nos. 6-478, 6-478-1, 6-503, 6-505, 6-506. DEVELOPER shall invest and renovate the Property in an amount not less than \$8,900,000.00, and shall include, but is not limited to, a new 17,500 square foot showroom and an extensive remodeling of existing buildings located on the Property. DEVELOPER shall also comply with the following requirements for this Project:

- A. DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than April 1, 2014, 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. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by April 1, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits. Further, DEVELOPER shall comply with the CITY's Comprehensive Plan and the Military Avenue Corridor Plan. DEVELOPER and the Project shall comply with all storm-water and green-space requirements pursuant to the applicable code provisions.

- E. CITY agrees to work cooperatively with DEVELOPER to try and maximize site efficiencies regarding parking, site circulation and green-space requirements. However, CITY does not make any warranties or guarantees regarding approval.
- F. 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.
- G. In the event a variance is needed for the Project, DEVELOPER shall apply to the Zoning Board of Appeals for said variance. Any provisions contained in this Agreement shall not be construed as an approval of any variance request.
- H. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. FINANCING

- A. The DEVELOPER shall obtain a private loan commitment of at least \$ 7,000,000 and DEVELOPER equity of at least \$ 1,500,000.00.
- B. In order for this Project to occur, CITY shall contribute no more than \$400,000.00 in Tax Increment Financing Assistance to DEVELOPER (the "Project Grant"). The Project Grant is based upon the following: a renovation of Parcel Nos. 6-478, 6-478-1, 6-503, 6-482, 6-505, 6-506 in the amount of \$8,900,000.00, resulting in additional increment of \$4,000,000.00 producing a minimum of \$90,000.00 in annual tax revenue to the CITY.
- C. DEVELOPER agrees to contribute the Project Grant solely for investment in the Project. CITY shall disburse the Project Grant to DEVELOPER

pursuant to Section D. below and after adequate proof to the CITY/RDA of executed construction contracts and financing for the Project. Such proof may consist of documentation of DEVELOPER's available line-of-credit. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph E. below shall be required and may be used to recover any Deficit Payment.

- D. DEVELOPER shall draw first from the DEVELOPER's equity account prior to accessing any TIF monies from CITY or RDA. DEVELOPER may be required, at CITY or RDA request, to provide proof of DEVELOPER draws from DEVELOPER's line of credit as a condition of CITY'S pro-rata disbursement of TIF monies. Thereafter, TIF monies may be drawn on a percentage basis along with any of DEVELOPER's loan monies. The percentage basis for draw calculations shall be as follows: For every \$1,000.00 spent related to the Project, CITY or RDA shall disburse \$45.00 after review and written approval by CITY or RDA of any invoices for any work completed. DEVELOPER shall be responsible for—principal and interest payments made by CITY during 2014 prior to increment being created as of January 1, 2015.
- E. **Personal Guarantee.** Any individual member of the DEVELOPER shall personally guarantee the entire amount of the CITY's debt service incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The CITY's Debt Service is defined as the cost of CITY's borrowing on \$400,000.00 of TIF funding over the life of the TIF District. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on a yearly basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the life of the TID.

III. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate

the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the RDA's written consent. In the event a transfer occurs without RDA approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement.

- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- D. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- E. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than _____. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements related to Site Plan with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the

budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

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

IV. OTHER RIGHTS AND REMEDIES.

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

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

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

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

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or 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 among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or

render any party liable for any of the debts or obligations of any other party.

- I. FORMALITIES AND AUTHORITY. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. NOTICES AND DEMANDS. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: Broadway Enterprises Inc.
Attention:
1106 S. Military Ave.
Green Bay, WI 54301

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

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

Harry Maier, Chairman

P. Robert Strong, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

**EXHIBIT A
LEGAL DESCRIPTION**

**EXHIBIT B
Concept Plan**

Exhibit C

**PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
PRINCIPAL NAME**

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

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

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

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

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

PRINCIPAL NAME

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

Notary Public, _____ County, WI
My commission expires _____

DRAFT
GREEN BAY TERM SHEET
DDL Holdings, LLC Project
(November 12, 2013)

1. **Redevelopment Property:** The subject property constitutes buildings A, B, C, D, E and F (also known as lots 105, 106, 107, and 108 of the Larsen Green Development), including Tax Parcel Nos. 5-1740, 5-1751, 5-1752, 5-1753, 5-1754, 5-1755, 5-1758 and 5-584-2 (collectively, Subject Property) (see attached Exhibit A).
2. **Redevelopment Description:** DDL Holdings, LLC (Developer) will redevelop and renovate certain portions of the Larsen Green site being acquired by Developer, specifically, the expansion of Titledown Brewing Co., LLC (Titledown Brewing) and the development of certain retail/office space in two phases:

Phase I – redevelopment and renovation of buildings A, B and E for use by Titledown Brewing for brewing and bottling/canning of beer (17,900 sq. ft.), product storage in basement(12,750 sq. ft.), Tap Room (3,074 sq. ft.) and third floor unfinished office space (12,750 sq. ft.); construction of an interior hallway area and construction/improvement of the parking lot and other site/infrastructure improvements to accommodate the Titledown Brewing expansion project.

- a. Development cost - approximately \$5,500,000.
- b. Estimated \$3,492,000 assessed value upon Project stabilization creating an incremental assessed value increase of \$2,992,000. Upon completion of the Project, Developer will provide a copy of an appraisal for the renovated property.

Phase II – Redevelopment and renovation of the remaining portions of Buildings A, B

and E unrelated to Titledown Brewing expansion project, which will include retail (6,375 sq. ft.) and office space (12,750 sq. ft.).

- a. Development cost – approximately \$6,500,000.
- b. Estimated assessed value is not known at this time.

3. Development Timetable
 - Phase I** – Construction to commence by December 31, 2013 and be fully completed by August 1, 2014.
 - Phase II** – Construction is expected to commence in 2014. Completion may happen over time driven by securing of tenants.
4. TIF Assistance
 - Phase I** – At the Developer's option, City will provide \$500,000 of funding for property acquisition, parking lot improvements and other project related costs as deemed appropriate by the RDA or match historic property tax credits at 50% of the total credit plus the cost of addressing environmental remediation with the total City assistance not to exceed \$500,000. The assistance amount is based on the property having an incremental assessed value increase of not less than \$2,992,000 upon completion of construction.
 - Phase II** – Developer shall provide the RDA with evidence of a funding gap, a detailed list of sources and uses of funds and project budget including expected cash flows that justifies the need for TIF assistance. Should such gap be verified, the Developer may apply for a pay-as-you-go annual TIF payment equal to 50% of the incremental taxes paid by Developer to City related to the Phase II improvements. The pay-as-you-go payment to Developer shall expire August 1, 2024 or upon the Developer receiving a cumulative total of \$250,000, whichever occurs first.
5. Developer Guarantee of TIF Financing for Phase I
 - a. Developer will guarantee that taxes paid for Phase I will be no less than the taxes required for a \$3,492,000 assessed value building and at a minimum cover the following:
 - 1) Principal amount necessary to fund \$500,000 of TIF to Phase I development.
 - 2) Interest rate during term will be that of the bonds sold by RDA/City.
 - 3) Term – bonds amortized with final maturity in 20 years.
 - 4) City will borrow funds and provide to Developer as needed for Phase I project implementation.
 - 5) Developer will guarantee debt service payments on RDA/City borrowing.
 - 6) Developer will receive a credit towards debt service payments for the incremental amount of real estate taxes paid for the project. If the actual incremental property tax payment is less than the debt service amount, Developer shall make additional payment to City no later than January 15th of each year.
6. Financing Security
 - a. Developer will grant mortgage interest in Subject Property for Phase I project to secure performance under Development Agreement.

- b. City will accept a second position mortgage to allow for first position security for permanent financing.
 - c. Permanent private financing shall not exceed 80% of the then value of Phase I project.
 - d. Developer partners will provide personal guarantees for the declining principal balance of the total TIF financing.
7. Distribution of Phase I TIF Funding
 - a. Proceeds used to pay identified construction costs, property acquisition and related bond costs (capitalized interest, issuance fees, debt service reserve fund, etc.) will be disbursed to Developer on a matching ratio equal to the non-TIF assistance to TIF assistance.
 - b. Paid as a construction draw or interest payment.
8. Developer Equity - Not less than \$836,000 cash equity which is to be invested into the project prior to TIF financing for Phase I.
9. Cost Savings. All Cost Savings in the \$5.5 million Project shall be shared on a prorata basis by Developer and City relative to the percentage of financing commitment.
10. Use of TIF Supported Funds
 - a. Funds to development
 - 1) TIF funded Project related improvements will include: building foundations, underground parking, storm water management facilities, parking lot construction, entryway construction, and other activities as approved by the RDA.
 - b. In addition to principal and interest, bond issuance costs are the responsibility of the Developer.
11. Continued Involvement of Developer
 - a. Project not for speculation.
 - b. No sale without RDA consent, which shall not be unreasonably withheld.
 - c. No sale to nonprofit.
 - d. No assignment of rights and obligation under Development Agreement without written consent of RDA.
12. City will cooperate with respect to any and all permits necessary for Project.
13. 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 technical, legal changes.

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

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

REPORT OF THE FINANCE COMMITTEE November 19, 2013

The Finance Committee, having met on Tuesday, November 12, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To hold the request for a breakdown on how City TIF funds were spent in the last ten years until the next meeting.
2. To award the purchase and installation of Energy Recovery Unit at Fire station #7 for \$14,911.
3. To award the purchase of repair and installation of granite pavers at the west side entrances to City Hall to IEI General Contractors for \$11,154.
4. To approve the application for the Federal Assistance Firefighters Grant Program Guidance 2013/2014.
5. To approve GERP Software License and Service Agreement with Village of Ashwaubenon.
6. To have city staff move forward as instructed during closed session regarding the John Kennedy Litigation.
7. To have city staff move forward as instructed during closed session regarding the Julie Van Dyck Litigation.
8. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$44,500

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

REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE November 19, 2013

The Improvement and Service Committee, having met on November 13, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Ald. Brunette, on behalf of Joy Conway (1209 Marquette Avenue) for permission to park on-street overnight up to a maximum of twelve times per year.
2. To approve the request by Ald. Wiezbiskie for review of the street lighting in Baird Creek and Stone Garden Subdivisions, as amended to include four lights in the Baird Creek Subdivision, and authorize the installation of lights as amended.
3. To approve the request of the Department of Public Works to approve revisions to Ordinance No. 9.04 regarding solid waste, and forward to Law Department to place in final ordinance format with distribution of the draft ordinances to all Alderpersons for review prior to the next Council meeting.
4. To approve the Department of Public Works modifications to its automated solid waste collection implementation plan, and proceed as presented.
5. To approve the report of the Purchasing Agent:
 - A. To approve the purchase and installation of a V-Plow and SS Spreader for a Parking Utility vehicle to the low, responsive bidder, Badger Truck Center, in the amount of \$11,450.
6. To approve the request by WaterWorks Garden Supply, LLC on behalf of Bett, LLC for an air rights easement within the right-of-way at 133 N Broadway, subject to execution of a hold harmless agreement, filing the required insurance with Risk Management, and authorize the Mayor and the City Clerk to sign; future requests should be vetted through the local business improvement district should one exist in the area.
7. To approve and recommend payment for the following easement:

Bus Shelter Easement at Northeast corner of Shawano Avenue and O'Brien Street

Green Bay Area Public School District
Parcel Number 3-1096

\$10.00

8. To approve the following Deed, Temporary Limited Easements (TLE) and Permanent Limited Easements (PLE):

MONROE AVENUE – CASS STREET TO MAIN STREET PROJECT ID. # 1481-07-21

- | | | |
|--|-----------|------------|
| The Argyle Condominium Owners' Assoc.
Parcel 12 | \$250.00 | TLE |
| LTB Property, LLP
Parcel 18 | \$2700.00 | PLE & TLE |
| Cowles Limited Partnership
Parcel 69 | \$1600.00 | DEED & TLE |
| Beverly A. French
Parcel 83 | \$250.00 | TLE |
9. To receive and place on file the responses to Ald. Wiezbiskie's clarification questions on DPW solid waste and recycling policies, added for the good of the order to the agenda.
 10. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Item #1. Motion carried.

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

**REPORT OF THE PERSONNEL COMMITTEE
November 19, 2013**

The Personnel Committee, having met on Tuesday, November 12, 2013 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to fill the Planning and Community Development Director position and all subsequent vacancies resulting from internal transfers.
2. To approve modifications to the following Personnel Policies.
 - a. Chapter 7, Probationary Period
 - b. Chapter 8, Compensation
 - c. Chapter 9, Hours of Work/Fringe Benefits
 - d. Chapter 12, Grievances
 - e. Chapter 13, Separation from Employment

- f. Chapter 28, Solicitation and/or Distribution of Information to Employees - New Policy
- 3. To receive and place on file the report of routine Personnel Actions for regular employees.
- 4. To hold the request by Ald. Thomas DeWane, Nicholson and Brunette to create the traffic enforcement unit to be utilized outside minimum staffing and offset by revenue that the unit brings in until the next meeting.

CITY OF GREEN BAY PERSONNEL POLICY	
Title: Probationary Period	Policy Reference: Chapter 7
Policy Source: Human Resources Department	Legal Review Date: October 15, 2013
Personnel Committee Approval: November 12, 2013	City Council Approval:

7.1 New employees will be considered probationary employees for the first 12-months of their employment. Any employee on probation may be terminated at the sole discretion of the City without any recourse to recall or rehire. After new employees have completed probation, they will be considered regular employees.

Section 1 **PURPOSE:** The probationary working trial, or test period is an integral part of the examination process. It shall be utilized to closely observe the employee's work, to ensure effective adjustment of a new or promoted employee to his/her position and to remove any employee whose performance does not meet required work standards. No probationary employee is guaranteed permanent status and the City need not show cause when dismissing a probationary employee.

- A. **Duration.** A person employed in any regular job assignment shall, beginning with the date of employment, serve a probation period of thirty (30) days to one (1) year prior to achieving permanent status.
 - 1. Management, supervisory, professional, and confidential employees shall serve a one (1) year probationary period.
 - 2. All other employees will serve a six (6) month probation period unless they are covered by a labor agreement which specifies otherwise.

Section 2 **EVALUATION:** Department heads, or their designee, shall document their evaluation of an employee's performance based on job-related criteria during the employee's probationary period. During this period, the

department head will inform the probationary employee of his/her progress and explain any corrective actions needed. At least two (2) weeks prior to the end of the probationary period, the department head will decide whether to make the employee permanent, terminate the employee, or extend probation. This decision should be in writing to the Human Resources Director and will be followed by a Personnel Action Form. A three (3) month evaluation is also recommended but not required.

Section 3 DISMISSAL. If the department head decides not to make the employee permanent then, with the approval of the Human Resources Director, the employee shall be notified in writing of the termination or demotion.

Section 4 REASSIGNMENT: When the City terminates the employment of a probationary employee for reasons other than misconduct or performance problems as outlined in Chapter 14, Section 5 of this manual and that employee has exhibited the capacity to perform satisfactorily in another position better suited to his/her talents, then the department head may request reassignment. If a suitable position is available after posting within the appropriate union and exhausting other transfer possibilities, then the Human Resources Director may recommend to the Personnel Committee the reassignment of the employee who shall consider the request based on the employee's qualifications and employment record with the City.

If the Committee approves the request and the Common Council ratifies that action, then the employee can be hired under the same conditions as any individual from outside the City work force (e.g., probation, seniority, etc.) but could carry accrued benefits forward.

CITY OF GREEN BAY PERSONNEL POLICY

Title:
Compensation

Policy Reference:
Chapter 8

Policy Source:
Human Resources Department

Legal Review Date:
October 15, 2013

Personnel Committee Approval:
November 12, 2013

City Council Approval:

8.1 SALARY PLAN DEVELOPMENT AND ADMINISTRATION. The Personnel Committee shall be responsible for the general development and maintenance of the salary plan and the overall impact of salary administration. The Human Resources Director will administer the plan in accordance with established policies and will conduct salary surveys or other reviews as appropriate or as directed by the Personnel Committee. In addition, department heads are responsible for ensuring compliance with compensation policies within their department through the use of personnel action forms. (Addendum 8-A)

8.2 GENERAL PROVISIONS. The key to the City's compensation plan is accurate job descriptions. Job descriptions They should be updated whenever a change occurs and reviewed prior to conducting annual performance evaluations.

8.2.1 Job Evaluation. The content of an individual position or classification is evaluated by the Human Resources Department in accordance with established criteria, with the position/classification then being placed into the appropriate salary grade. The salary grade is determined on the basis of relative worth within the City structure or other relevant market factors, and is not set on the basis of the individual holding the position or in anticipation of attracting a specific candidate.

8.2.2 Review. If an employee has facts which indicate that a position ishas been improperly graded, the employee may submit a written request to the Human Resources Director for study. After reviewing the request tThe Human Resources Director shallwill determine if the position will be reviewed. If the position is reviewed Human Resources will prepare a review the position and make a written report and recommendation to the Personnel Committee which shallwill typically act on such request during the normal budget cycle.

8.2.3 Salary Adjustments. Individual annual salary adjustments shallwill be made on January 1 of each yearas authorized by the Personnel Committee and approved by the City Council. Any changes in employee status (such as reclassification) which would affect the pay rate, eligibility for fringe benefits, or union/non-unionAdministrative or Union status will should be made effective at the start of a pay period whenever possible.

8.3 DETERMINATION OF PAY RATES.

8.3.1 Hiring. Departments have the authority to hire at within step 1; however, employees may be hired up to the maximum of step 4 with approval of the Human Resources Director or designeeDepartment approval, providing the department can prove that the employee has sufficient experience.

8.3.2 Advancement through the Steps. Employees who are hired at step 1 shall move to step 2 after 6 months of the date of hire, step 3 shall be granted 18 months from date of hire and step 4 shall be granted 30 months from date of hire. Employees hired at step 2 shall move to step 3 after 6 months and shall move to step 4 after 18 months from date of hire. Employees hired at step 3 shall move to step 4 after 6 months of employment.

8.3.3 Reclassification or Promotion. Employees who are promoted or reclassified shallwill be assigned a step in the new grade that typically provides an increase of 4% unless the maximum salary of the pay grade is less than

4%.by the Personnel Committee, withTthe increase willto be effective on the first of the pay period or an alternativeafter action or an alternative date as approved.established by the Committee.

When a union position is reclassified and the new classification is within the union salary schedule, then the employee in that position shall receive the negotiated rate for the new position beginning with the closest pay period to the reclassification unless the parties negotiate a different effective date.

A reclassification is defined as a change in duties which results in a position being placed in a different salary schedule grade as determined by an evaluation conducted by Human Resourcesin accordance with Section 2.A of this Chapter. An un-represented Administrative employee whose position is reclassified to a lower salary grade shallwill retain the salary of the position prior to the change for a period of 1 month or as authorized by the Personnel Committee. This paragraph does not apply to an employee whose position is eliminated and the employee is offered and accepts a different position.

In general, an employee's placement within grade is determined by time within their current classification and/or grade rather than solely by time employed by the City. Exceptions to this principle can be approved the can only be implemented by the Personnel Committee. action.

8.4 SALARY ADJUSTMENTS. Each year the employees, if not entitled to a length of service step adjustment, may receive a salary increase due to general increases approved by the City Council. to the upward movement of the schedule itself. The schedule will be adjusted based on consideration of: 1) Consumer Price Index; 2) City's ability to pay; 3) anticipated union settlements; and 4) appropriate comparables. To receive such an increase, an employee must earn at least a satisfactory evaluation on their annual performance evaluation (Addendum 8-B and 8-C). The total cost of the plan each year will not exceed the amount mandated by the Common Council. The plan will become an addendum to this chapter each year. (See Addendum 8-D)

8.5 Transfers to Graded Salary Plan

8.5.1 Employees whose positions are excluded from a union will be placed on the non-union salary schedule on the nearest pay period to the establishment of a pay grade for the employee's position. The pay grade, step and level will be established by the Personnel Committee upon recommendation by the Human Resources Director.

8.5.2 Employees who transfer from a non-graded position to a position on the graded salary plan will have their starting rate of pay determined by the Personnel Committee upon recommendation by the Human Resources Director. Such employees may serve an appropriate probationary period with future increases as outlined above.

8.56 SALARY DEDUCTIONS FROM EXEMPT EMPLOYEES. No payroll deductions shall will be made from the salaries of employees determined to be exempt from the provisions of the Fair Labor Standards Act (FLSA) unless provided for under State or Federal law. However, deductions may be made for infractions of safety rules or for serious misconduct violations pursuant to written policy applicable to all employees. In the event an employee feels improper deductions have been made from their salary, they should file a request for review with the Human Resources Department at the following address:

Human Resources Director
Department of Human Resources
100 N. Jefferson Street, Room 500
Green Bay, WI 54301
920-448-3147

This policy is adopted pursuant to 29 CFR 541.603

8.65 DIRECT DEPOSIT. All City employees are subject to mandatory direct deposit of their entire paycheck. The employee has the option of designating the deposit into one or more accounts up to a maximum of 6 different accounts. Direct deposit is mandatory for all administrative employees including summer/seasonal personnel, interns and limited term employees.

8.76 OUT OF CLASS PAY. When the City temporarily assigns an employee to perform a significant amount of the functions of a position in a higher classification for a minimum of one working day or more, the employee will be eligible to receive out of class pay for the time spent performing the higher class functions. Out of class pay will be at a step in the pay range of the higher classification that provides the employee with a minimum increase of 4% not to exceed the maximum step of the higher classification pay scale. In the event that an employee is performing functions in a higher classification for a longer period of time while also performing functions in a lower classification other calculations may be worked out with the approval of the Human Resources Director or designee.

8.8 A non-exempt employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.

CITY OF GREEN BAY PERSONNEL POLICY

Title:
Hours of Work/Fringe Benefits

Policy Source:
Human Resources Department

Personnel Committee Approval:

Policy Reference:
Chapter 9

Legal Review Date:
October 15, 2013

City Council Approval:

November 12, 2013

9.1 DEFINITIONS

- 9.1.1 Full time employee. The normal work week for a full time employee will be 40 hours per week or 2080 scheduled annual hours.
- 9.1.2 37.5 hour employee. Employees in a position at pay grade 30 or below on the Administrative Salary Schedule may be scheduled to work 37.5 hours per week or 1950 scheduled annual hours.
- a. Employees regularly scheduled to work 37.5 hours per week will receive the appropriately prorated amount of vacation, sick leave, personal leave and all other applicable leave benefits. However, the maximum accumulation allowed for these leaves will not be prorated.
 - b. Employees regularly scheduled to work 37.5 hours per week will receive the City's same contribution to the employee insurance plans as provided to full time employees.
- 9.1.3 Part time employee. Employees in a position regularly scheduled to work 20 or more hours per week for a full calendar year, will be eligible for appropriately prorated vacation, sick leave, personal leave and holidays. Employees regularly scheduled to work less than 37.5 hours per week but 20 hours or more per week will have the City's contribution toward health, dental and life insurance appropriately prorated. Any exceptions to this provision must be approved by the Human Resources Director or designee.
- Part time cleaners at City Hall who are scheduled to work 17-hours per week will be eligible to receive benefits prorated at 45% of full time.
- 9.1.4 Administrative employee. A full-time or part-time employee not represented by a bargaining unit.
- 9.1.5 Exempt employee. An employee exempted from the provisions of the Fair Labor Standards Act.
- 9.1.6 Non-exempt employee. An employee subject to the overtime provisions of the Fair Labor Standards Act (FLSA).
- 9.1.7 Regular Employee. An employee in a position that is regularly scheduled for 52 weeks a year for 20 hours or more.
- 9.1.8 Seniority Date. Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City. For purposes of

seniority full time includes employees regularly scheduled to work 37½ hours per week.

9.2 HOURS OF WORK

The City retains the right to establish the work schedules and hours of work.

9.2.1 Work Day. The core hours for City Hall and other City offices will be 8:00 a.m. to 4:30 p.m.

- a. Administrative employees in a position at pay grade 30 or below may regularly be assigned to work 7.5 hours per day with a 1-hour unpaid lunch period. At the discretion of the department head the lunch period may be changed to a 30-minute unpaid lunch period and the work hours adjusted accordingly as long as the core hours are covered.
- b. Administrative employees in a position at pay grade 31 and above will be allowed flexibility in scheduling their work day as long as they regularly cover the core hours and regularly work at least 40 hours per week, this provision may be waived with department head approval.

9.2.2 Work Week. The regular work week for City Hall and other City offices will be Monday through Friday.

9.2.3 Alternative Work Schedules. At the discretion of the department head an alternative work schedule may be established within a department if such scheduling meets the demands and needs of the City. Any alternative work schedule established must have final approval of the Human Resources Director or designee. An alternative work schedule consists of regularly scheduling full-time employees to work one less work day every other week by working longer hours during the remaining days. The definition's intention primarily includes weekly and biweekly arrangements. Weekly arrangements such as 4/40 require 40 hours over 4-work days every week. Biweekly arrangements such as 9/80 require 80 hours over 14 calendar days every two weeks.

9.2.4 Work Breaks. Employees working in offices may leave their place of work and return 15 minutes later for 2 work breaks in a 7.5 or 8 hour work day, one in the first half of the work day and the other in the second half of the work day. Employees not working in offices (example, performing field work) will be entitled to 2 work breaks. Work breaks not taken are lost and cannot be accumulated or used to extend lunch periods or shorten the work day.

- 9.2.5 Overtime. In accordance with the Fair Labor Standards Act (FLSA) non-exempt employees will receive overtime at the rate of 1½ times the employee's regular hourly rate and will be paid for all hours actually worked in excess of 40 hours per week. Overtime hours must be approved by the Supervisor. Approved paid time off will not count as hours worked for the purposes of determining eligibility for 1½ times pay.

Overtime compensation may be in the form of compensatory time which may accumulate to a maximum of 80 hours during the course of the year and either be used or paid out prior to January 1 of the following year. Only time earned at the overtime rate of 1½ can be placed in the compensatory time bank.

Effective January 1, 2012 employees will receive only one cash-out per year of compensatory time at the end of the calendar year.

- 9.2.6 Compensatory Time. Employees exempt from FLSA will be allowed compensatory time off on an hour for hour basis to a maximum of 64 hours per year. Such time will be calculated on a weekly basis and time not taken by the end of the year will be lost. Only overtime authorized by the department head or division head may be accrued and any time taken must be approved by the supervisor and documented on an approved City form.

9.3 HEALTH AND DENTAL INSURANCE

- 9.3.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 9.3.2 Effective July 1, 2011 employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 9.3.3 Effective July 1, 2011 employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 9.3.4 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements of the City. If the spouse of an

employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

9.4 LIFE INSURANCE

9.4.1 Administrative employees are eligible for term life insurance coverage at City expense, in an amount equal to their salary rounded to the next higher thousand dollar increment or \$30,000, whichever is higher. Employees have the option to purchase an additional term \$20,000 of life insurance for themselves. Additionally, life insurance for spouse and dependent children will be made available as an option in the amounts of \$20,000 for the employee's spouse and \$10,000 for each eligible dependent(s). Employees will pay all premium costs for the additional optional insurance through payroll deductions.

9.5 RETIREE HEALTH AND DENTAL COVERAGE

9.5.1 Retirees under age 65 will be included under the City's health and dental insurance plans provided that total premiums and any additional costs to the City, including any administrative fees are paid by the retiree.

9.5.2 Coverage for an employee's surviving spouse can continue following the death of the employee until the date of the surviving spouse's death, on attainment of age 65, or the date of remarriage, provided that the surviving spouse pays the applicable contribution when due.

9.6 OTHER BENEFITS

9.6.1 Deferred Compensation. The City offers all regular employees an opportunity to participate in its Section 457 deferred compensation plans. Enrollment forms are available at any time through the Human Resources Department. Under this plan employees may defer a percentage of their gross wages during any tax year consistent with IRS regulations.

9.6.2 Flexible Spending Account. All regular employees are allowed to participate in a Section 125 Flexible Spending Plan in which the employee may pay for certain qualifying expenses in accordance with IRS regulations with pre-tax dollars. Qualifying expenses may include:

- a. Employee share of medical plan premiums.
- b. Out-of-pocket health, dental and vision care expenses not reimbursable by any other insurance coverage.
- c. Dependent care expenses pursuant to IRS Section 129.

9.6.3 Wisconsin Retirement System (WRS).

- a. All new employees employed after January 1, 2011 will be required to pay the employee's portion into the WRS. This section will be modified by 9.6.3.b.
- b. Effective upon enactment of the legislation requiring WRS contributions or July 1, 2011 whichever occurs first, all employees covered by the Wisconsin Retirement System will make a will be subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions through payroll deduction as approved by WRS.
- c. All employees not covered by the Wisconsin Retirement System and working less than 1200 hours per year will participate in the FICA alternative program.
- c. Temporary employees may be eligible to participate in WRS in accordance with the WRS rules.

9.7 SICK LEAVE

9.7.1 Regular employees will accrue sick leave at the rate of 8-hours per month for each month of service to a maximum of 1152 hours. An employee may use sick leave for absences necessitated by injury or illness of the employee or an immediate family member.

9.7.2 In order to be granted sick leave an employee must:

- a. Report prior to the start of the work day to the supervisor the reason for the absence.
- b. Keep the supervisor informed of the employee's condition and the anticipated date of return to work.
- c. Be legitimately ill or attending a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
- d. For purposes of this article, "immediate family" will mean spouse, parent, stepparent, child, stepchild, foster child, guardian or sibling who lives at home.
- e. Be on route to, or at, a medical or dental appointment which could not be scheduled outside of work hours. Appointments that must be scheduled during work hours will qualify for sick leave on an hour for hour basis. When possible, the supervisor will be allowed to adjust the employee's work schedule to accommodate the appointment.

9.7.3 Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of their condition and anticipated return date. At the employer's discretion the employee may be required to provide medical verification.

9.7.4 Misuse of sick leave may subject the employee to disciplinary action per these policies. Management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.

9.7.5 Escrow Account.

a. Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688 hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

b. Employees retiring prior to December 31, 2013 will have sick leave hours placed in their escrow account either in accordance with the provision in effect on March 1, 2011 or in accordance with section 9.7.5.a above, whichever is more beneficial to the employee.

9.8 VACATION

9.8.1 All regular full-time employees will be entitled to a vacation and will earn annual vacations with pay as indicated by the following:

- Start through end of 5th year 80 hours
- 6th through end of 10th year 120 hours
- 11th through end of 15th year 136 hours
- 16th through end of 20th year 160 hours
- 21st year plus 200 hours

For the purpose of recruitment, when it becomes necessary to fill a position on the Administrative Salary Schedule with a person not previously employed by the City, it will be the policy of the City to credit the number of years that the employee spent in a position or positions that were part of the required, minimum qualifications stated in that employee's current job description, up to a maximum of the number of years' experience required by the description. Managerial positions in grade 31 and above will be credited with a minimum of 2 weeks of vacation or as agreed to at the time of hire. For department head positions, the Police and Fire Commission or Personnel Committee may authorize the Human

Resources Director or designee to negotiate more vacation in order to attract the appropriate candidate.

- 9.8.2 An employee leaving the employ of the City will be required to repay the appropriately prorated amount of vacation time used but unearned in that year.
- 9.8.3 Continuous service will not be considered interrupted while the employee is on military leave, leave of absence without pay, lay-off, or while the employee is receiving Worker's Compensation for an on-the-job injury.
- 9.8.4 An employee whose status changes from a benefit earning temporary position to a regular position without a break in service may receive vacation credits from the date of the employee's appointment to benefit earning temporary status.
- 9.8.5 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 9.8.6 Charges against vacation credits will be made only for those days on which an employee normally works. If a legal holiday falls within the vacation period, the holiday will not be charged against vacation.
- 9.8.7 Use of vacation time must be approved in advance by the department head. All vacation approvals will be made with first consideration given to the efficient operation of the department. Vacation schedules will be established early in the calendar year at which time senior employees, in terms of length of service, will be given vacation schedule preference. Once the schedule is set, employees will be granted vacation on a first come first served basis.
- 9.8.8 Unused vacation may be carried over into the next year with a maximum allowable accumulation of 240 vacation hours.
- 9.8.9 Vacation Escrow. An employee employed prior to March 25, 2011, may during their last 3 years of employment convert earned vacation days unused at the end of the calendar year to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. The conversion of vacation days to escrow will be capped at a maximum of 80 hours per year effective January 1, 2012. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 9.8.10 An employee must notify the Finance Department by January 31 of the

following year of the amount of vacation to be placed in the employee's escrow account.

9.9 VACATION DONATION

9.9.1 Non-probationary employees who exhaust their accumulated paid leave may seek vacation donation from co-workers. Such request will be made in writing to the department head who will refer the request to the Human Resources Department if the following conditions are met:

- a. The employee does not have a written reprimand on file for the last 6 months or has not been suspended without pay in the last 12 months.
- b. The time off being requested will be justified by medical verification or other reasonable documentation acceptable to the department head.

9.9.2 Upon satisfying the above requirements, the request will be referred to the Human Resources Director or designee who may authorize the posting of the vacation donation request.

9.9.3 Upon approval of the request, the department or union representative will post the notice. Employees wishing to donate vacation time must sign the request and include the number of hours they wish to donate. Employees from other departments wishing to donate vacation days can contact the representing union personnel to be placed on the list. The representing union personnel are responsible for turning in the donated forms to Human Resources for authorization. Human Resources will forward a copy to the Payroll Division to process the request.

9.9.4 Once the posting is removed, Payroll will randomly assign selection numbers for use of donated time. If employees have donated more than one day, each day will be assigned a random selection number, as above. Single days will be used in each "round" and no employee will have more than one day at a time used unless all days donated by other employees have been exhausted. The department will be responsible for notifying payroll when an employee is on donated time so that the appropriate time is paid out.

9.9.5 Vacation hours must be donated in whole-hour increments and on an hour-for-hour basis irrespective of the base hourly rates of the donor and the recipient. Vacation donated but not used, will remain in the account of the donating employee, providing they would not have lost the days due to the 30 day rollover maximum.

- 9.9.6 Donated vacation hours may be used by the recipient retroactively. For a leave recipient who subsequently leaves the position and is no longer an eligible employee, donated vacation hours may only be used up to the date of ineligibility or separation.
- 9.9.7 Employees receiving donated vacation will not accrue any benefits (vacation, sick, etc). However, the total number of whole days donated will be calculated and the employee will be eligible to receive insurance benefits from the time that their paid leave expires until the time the donated days would have been exhausted.
- 9.9.8 Once donated vacation time has been exhausted, the department or union representative has the option of reposting the request.
- 9.9.9 The City will not allow vacation to be donated if any donation of time will create a fiscal liability for the City (i.e., it will create overtime). Time donated must represent a legitimate sacrifice and the donated time was not going to be lost anyway. Donated time will be used for wages only.

9.10 PERSONAL LEAVE

Beginning January 1, 2012, regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

9.11 HOLIDAYS

9.11.1 Effective January 1, 2012, the following are recognized paid holidays:

- New Year's Day
- ½ day Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving*
- ½ day Christmas Eve
- Christmas Day
- ½ day New Year's Eve
- *In lieu of the Day after Thanksgiving – employees represented by the DPW Labor Association will have a floating holiday

9.11.2 When one of the holidays listed above falls on a Sunday, the next normal

workday will be treated as the holiday. When one of these holidays falls on a Saturday, the previous Friday will be treated as the holiday. Except that the scheduling of holidays for parking division and police department employees required to work on holidays will be in accordance with applicable department policy.

9.11.3 Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements:

- a. That they be actively employed during the payroll period immediately preceding the holiday with the exception of authorized absence, and
- b. That they work the scheduled day immediately preceding the holiday and the scheduled day immediately following the holiday except in cases involving authorized leave such as illness.

9.11.4 Non-exempt employees called into work on a holiday will be eligible to receive double time pay. An employee regularly scheduled to work a holiday will not be eligible for the double time pay and will be paid at their regular rate of pay.

9.12 EFFECTIVE DATES

For the remainder of 2011 the provisions pertaining to vacation accrual, number of personal days, and safety day will be consistent with the policy in effect on January 1, 2011.

9.123 FUNERAL LEAVE

Employees will be allowed up to 3-days off with pay for absences necessitated by the death in the employee's Whenever a death occurs to a member of the immediate family of an employee, (including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild, grandparent or step grandparent.), the City will compensate the employee for any time lost from work during the next 3 succeeding work days following said death. An extension of the number of days allowed for funeral leave to a maximum of 5 work days may be granted in circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay or for other extenuating circumstances an additional 2-days may be granted. Employees will be allowed entitled to compensation for 1- day off with pay to attend the funeral of the spouse's grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

In the event of the death of a co-worker presently working (within the past 90 days) and performing duties for the City, employees working in the same department and

physical location having a close working relationship and others who worked closely with this individual on a regular basis, at the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave.

9.134 LEAVE OF ABSENCE

An unpaid leave of absence may be granted when it is in the best interests of the City and employee to do so. Requests for such leave will be approved prior to the taking of such leave.

9.134.1 Request for an unpaid leave of absence for justifiable reasons will be made by application as follows:

- a. The applicant will submit a written request at least 48 hours prior to the leave.
- b. Request for a leave that does not exceed 10 consecutive working days, must be made to the department head of the respective department.
- c. Request for a leave in excess of 10 consecutive working days, must be made in writing to the Human Resources Department.
- d. When a leave of absence for medical reasons is requested as an extension of Family and Medical Leave, acceptable medical verification must be provided.
- e. A leave of absence may be granted to an employee who has been delegated to perform a service for a Union.
- f. All leaves of absence in excess of 10 consecutive working days must be approved by the Personnel Committee.
- g. Failure to comply with the provisions of this section will subject the employee involved to disciplinary action.

9.134.2 Administration of Leave

- a. At expiration of an unpaid leave, the employee will be reinstated in the position vacated or in an equivalent position which is vacant if the employee meets the stated qualifications. If a suitable vacancy is not available, the employee's name will be placed on a reinstatement list.

- b. Sick leave will be prorated while an employee is on an unpaid leave. Insurance may be retained if the entire premium is paid monthly by the employee during calendar months that the employee is off the payroll for the entire month. The City will continue to pay the insurance premiums during calendar months that the employee is on the payroll for any portion of the month.
- c. A leave of absence for illness will not be granted unless an employee has exhausted all available family and medical leave and all accumulated sick and vacation days.
- d. A return to work at an earlier date than scheduled may be arranged by the supervisor and employee.
- e. Employees on leave from the City may not be employed full time elsewhere.
- f. An employee, unable to return on the scheduled date, may submit a written request for extension of the leave of absence to the Human Resources department, subject to approval of the Personnel Committee. If, on the date following expiration of the leave, an employee has not returned to work and no extension was granted, the employee will be considered to have resigned from City employment.

9.134.3 An employee who is physically and mentally able to work but fails to do so for 3 consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control will be considered to have voluntarily resigned from employment.

9.145 MILITARY SERVICE

9.145.1 A regular full-time employee will be granted a military leave without pay if the employee leaves the service of the City to join the military services of the United States during time of war or other national emergency or who is drafted into the military service at any time. Dependent upon the length of military leave, the employee must report back to work within the timeframe prescribed by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Proof of date of release must be filed with the Human Resources Department within a reasonable period of time following release from duty. Such employee will be restored to the position vacated or to a comparable position without loss of accrued benefits at start of military leave and application will be made to the Human Resources Director or designee, provided such employee is physically and mentally capable of performing the work of the former position.

9.145.2 Military Reserve Leave. A regular employee who is a member of any United States Military Reserve and who is required to undergo annual field training or ordered to serve in a temporary emergency duty will be granted a leave of absence without pay. The department head will be notified in writing at least 2 weeks prior to the starting date of regular training and immediately upon receipt of notice of emergency service.

9.156 JURY DUTY OR CIVIL LEAVE

An employee will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

9.167 TRAINING LEAVE

9.167.1 Employees may be granted leave of absence with pay to attend professional conferences, participate in training courses and sessions that are specific to their work. Such leave with pay may be granted provided the employee is not being compensated by any other source during the period of absence. Traveling expenses, lodging, conference fees, tuition and similar expenses incurred during such leave may be paid in whole or in part by the City subject to available appropriations and City policy and providing such fees are not paid by other sources. All administrative leaves must be approved in advance by the department head, Human Resources Director or designee and Personnel Committee.

9.167.2 Educational Leave. Employees may be granted a leave of absence without pay to further their education, subject to approval by the department head and Personnel Committee.

9.178 LEAVE TIME FOR WILDLIFE SANCTUARY SEASONAL EMPLOYEES

9.178.1 Wildlife Sanctuary seasonal employees who have at least 1 year of uninterrupted service and average a minimum of 20 hours per week will be eligible to receive prorated vacation and personal leave.

9.178.2 At the end of each calendar year, the Park Department will review the number of hours worked by each seasonal employee at the Wildlife Sanctuary to determine which employees will be eligible for benefits during the following year. Those employees who are deemed eligible will be granted prorated vacation and personal leave. Prorating will be based on the percent of full time that the employee worked in the previous year. 2080

hours per year will be considered full time. Employees who are eligible for benefits will be credited with an amount equal to 62% of the normal annual accumulation for that person (62% = 7.5 months). The period used to determine eligibility for Sanctuary employees will be the preceding 12 months.

9.178.3 Seasonal wildlife sanctuary employees will earn appropriate prorated vacation and personal leave.

9.189 LONGEVITY

9.189.1 Employees will be paid longevity benefits on the following basis:

- a. \$.07 per hour beginning the start of the 8th year of employment
- b. \$.13 per hour beginning the start of the 12th year of employment
- c. \$.19 per hour beginning the start of the 16th year of employment

9.1920VOLUNTARY FURLOUGHS

Effective January 1, 2012 an employee may volunteer to take up to 5 unpaid furlough days per calendar year. Voluntary furlough days are subject to approval by the employee's supervisor and may not result in additional overtime for the City. The employee's salary will be reduced by a commensurate amount of pay in the pay period in which the unpaid furlough day(s) occurs. During the unpaid furlough day, an employee will not experience a reduction in the City's contribution toward insurance benefits. Voluntary furlough days will not be considered as eligible wages towards calculating the WRS contributions. Unpaid furlough days may be taken in multiple days, single day, or half-day increments.

9.201 PROTECTIVE SERVICE EMPLOYEES

Administrative (non-clerical) employees of the Police and Fire Departments have historically received the same fringe benefits as their union subordinates. Where the benefits outlined above conflict with those afforded by the respective labor agreements (i.e., Police Supervisors Agreement for Police Managers and Firefighters Contract for Fire Managers) the labor agreements will apply. These administrators will also receive clothing allowance consistent with the appropriate labor agreement. However, no new benefits will be allowed after the date of adoption of these policies, without specific council action. Health and Dental insurance coverage and contributions will be consistent with this policy.

9.212 COBRA

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA, also known as Public Law 99-272, Title X) was enacted. This Federal law requires that employers with 20 or more employees offer employees and/or their

dependents a continuation of medical and dental coverage in certain instances where coverage under the plan would otherwise terminate.

CITY OF GREEN BAY PERSONNEL POLICY

Title: Grievances	Policy Reference: Chapter 12
Policy Source: Human Resources Department	Legal Review Date: October 15, 2013
Personnel Committee Approval: November 12, 2013	City Council Approval:

- 12.1 Definition. A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of these policies or department work rules.
- 12.2 Policy. It is the policy of the City to treat all employees fairly and equitably in matters affecting their employment. Each employee who feels aggrieved has a right to present a grievance to appropriate management officials for prompt consideration and equitable decision. The filing of a grievance by an employee will not reflect unfavorably on the employee's standing, performance or loyalty and the employee should have no fear of reprisal.
- 12.3 Procedure. All regular employees not covered by a collective bargaining agreement that includes a grievance procedure may file a grievance under this policy. Such grievances will be handled as follows:
- 12.3.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10 work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10 work days from the date the grievance was received.
- 12.3.2 If the grievance cannot be settled by the department head or designee, a request to hear that grievance may be submitted in writing to the Human Resources Director or designee within 10 work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10 work days, in writing.
- 12.3.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10 work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The An impartial hearing officer will be selected from a list of 3-

hearing officers provided by the WERC. by the City. Any costs for the impartial hearing officer's services will be borne equally by the parties. The grievant will strike the first name from the list and the city will strike the second name and the remaining individual will serve as the hearing officer. The grievant and the City may mutually agree to waive the hearing before an impartial hearing officer and advance the grievance to the Personnel Committee.

12.3.4 If either party is not satisfied with the decision of the impartial hearing officer, either party may file an appeal within 10 days of the decision to the Personnel Committee and the Committee will hear the grievance at a mutually agreeable time. The decision of the Personnel Committee will be subject to final action by the City Council. The grievance process will be completed when the City Council takes its action.

12.4 Settlement. Any grievance will be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

12.5 Applicable Law. The grievance procedure is at all times subject to applicable State law and appropriate court review, if any.

12.6 Employee Representation. An employee is entitled to a representative of his/her choice.

CITY OF GREEN BAY PERSONNEL POLICY

Title: Separation From Employment Termination	Policy Reference: Chapter 13
Policy Source: Human Resources Department	Legal Review Date: October 15, 2013
Personnel Committee Approval: November 12, 2013	City Council Approval:

13.1 TYPES OF TERMINATION. It is the City's policy to ensure that employee separations from employment are handled in a professional manner with minimal disruption to ongoing work functions. There are three types of separations from employment:

- Voluntary
- Involuntary
- Death

All employee terminations shall be designated as one of the following and shall be accomplished in the manner indicated below: resignation, layoff, disability, death, retirement, dismissal, and completion of assignment.

13.2 Voluntary Separation from Employment

13.2.1 General. Voluntary separation from employment occurs when an employee informs their supervisor of resignation or retirement, or separation is deemed to have occurred when an employee is absent from work for 3-consecutive workdays and fails to contact their supervisor (job abandonment).

13.2.2 RETIREMENT. Employees who perform at an acceptable level may continue working as long as they desire and a position is available for them providing their age does not represent a bona fide occupational qualification for their particular position. Employees wishing to retire should obtain necessary information from the Wisconsin Department of Employee Trust Funds. In all other respects (e.g. manner and time of notice) a retirement shall be treated like a resignation.

13.2.3 Procedure. Employees are expected to provide a minimum of 2-weeks notice of their intention to resign employment from the City in order to allow a reasonable amount of time to transfer ongoing workloads. It is expected that written notice will be provided to the employee's immediate supervisor.

- a. Upon receipt of an employee's resignation, the immediate supervisor will notify Human Resources by sending a copy of the resignation letter along with a completed Personnel Action Form (PAF) including employee's reason for leaving, last day of work, etc.
- b. Human Resources will coordinate the employee's out-processing. Employees must complete the following processes on or before the last day of work. Vacation is not intended to extent an employee's length of employment and as long as the employee is still employed all vacation is subject to prior approval by the employee's supervisor. Out-processing procedures include:
 - i. Employees leaving employment must return City keys, tools and equipment on or before their last day of work.
 - ii. An audiogram for employees in parks maintenance, department of public works maintenance, and protected services positions must be performed on or before the employee's last day of work.
 - iii. Review of benefit status.
 - iv. Information on completing the on-line exit interview will be provided. The exit interview provides employees the

opportunity to freely express views about working at the City and will be held in strict confidence. HR will compile summary data from the exit interviews.

13.3 INVOLUNTARY SEPARATION FROM EMPLOYMENT

13.3.1 LAYOFF. The department head may, after consulting with the Mayor, lay off an employee due to shortage of funds or work, the abolition of the position, or other material changes in the duties of the organization, or for related reasons which are outside of the employee's control and do not reflect unfavorably on the employee's performance. However, no permanent employee shall be laid off while there are temporary employees serving in the same classification in the same department.

- a. Layoff from a Non-Exempt Position. The City may layoff an employee from a non-exempt position whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department among non-exempt employees, layoff will be based on the inverse order of seniority in that position/job title within the department, as long as the least senior employee does not possess special skills, knowledge and ability for the position and based on performance. A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the layoff. Recall will be based on seniority in that position/job title within the department.
- b. Layoff from an Exempt Position. The City may layoff an employee from an exempt non-union positions may be based on performance in situations in which there are more than one incumbent within the division or section in which the layoff is to occur. If there is no difference in performance, then the layoff shall be governed by seniority. Employees on lay-off shall be recalled prior to hiring anyone else in the same classification.
- c. All layoff plans shall be approved by the Human Resources Director before they are implemented.

13.3.2 DISABILITY. An employee may be separated for disability when the employee he/she cannot perform the essential functions of their position with or without accommodation because of a physical or mental impairment. Action may be initiated by the employee, their his/her legal representative, or the City, but in all cases it must be supported by medical evidence acceptable to the City and, if Wisconsin Statute 40.63 applies, the Wisconsin Retirement System. The City may require an examination by its own physician at its expense to verify the existence and extent of the disability.

13.3.3 DISMISSAL. Dismissal or discharge for cause is explained in chapter 14 of these policies.

13.46 DEATH. Separation of employment will shall be effective as of the date of the death. All compensation due in accordance with Section 2 of this chapter willshall be paid to the estate of the employee, except for such sums specified by law to be paid to the surviving spouse.

13.5 FINAL PAY

13.5.1 General. RIGHTS OF EMPLOYEES. RegularPermanent employees who separate from City service shall receive payment at their regular rate for all earned salary, earned vacation and any other pay to which the employee is entitled by law or these policies, subject to appropriate withholding and payroll deductions. Terminating employees shall be referred to the Finance Department for completion of appropriate forms.

13.3 RESIGNATION. An employee may resign by submitting, in writing, the reasons therefore and the effective date, to the department head. For nonprofessional and non-supervisory employees, the notice shall be as far in advance as possible but a minimum of two (2) weeks. Professional, supervisory, and management employees shall arrange appropriate minimum notice with their department head or the Mayor.

All resignation letters shall be submitted to department management and the department shall immediately notify the Human Resources Department. The original letter of resignation may be retained in the department files.

Failure to comply with these requirements may be cause for withholding certain benefits or for denying future employment with the City.

13.6 COMPLETION OF ASSIGNMENT. Employees hired to fill temporary positions shall be terminated upon completion of the duties or expiration of the time for which the temporary position was established.

13.10 EXIT INTERVIEWS

A. Purpose. An exit interview is used to gain insight into the effectiveness of City personnel and managerial practices, to determine where personnel policies and procedures are in possible need of review or revision, and to determine where supervisory or managerial practices need modification or improvement.

B. Conducting the Exit Interview. An Exit Interview form should be obtained from the Human Resources Department and the employee should be asked to complete the form prior to his/her last day of work.

After submitting the completed form, the employee may request a meeting with the Human Resources Director to clarify any items on the form. The department head may also invite the employee to meet with the Human Resources Director.

- C. Confidentiality. Anything said or written during an exit interview will be shared with only those representatives of the City that the employee authorizes, plus the Mayor/Department Head and Human Resources Department. The employee is also welcome to provide more or less information than requested on the Exit Interview. Forms will be kept for one (1) year.

- 13.7 REFERENCES. Employment references for current or former employees shall be limited to date of hire, date of separation, classification, general job description and rate of pay. If an employer seeks information on quality of performance or willingness to rehire, the supervisor shall confer with the Human Resources Director who may authorize the release of factual information regarding the individual's performance. That factual information, however, must be undisputed and documented.

CITY OF GREEN BAY PERSONNEL POLICY

Title: Solicitation and/or Distribution of Materials to Employees

Policy Reference:
Chapter 28

Policy Source:
Human Resources Department

Legal Review Date:
October 15, 2013

Personnel Committee Approval:

City Council Approval:

- 28.1 Solicitation of employees or distribution of advertising materials, handbills, or printed advertisements or materials of any kind to employees through e-mail, or inter-office mail or by standing at a doorway and handing out information on the premises of the City of Green Bay is prohibited.
- 28.2 Solicitation by one employee of another employee for any purpose is not permitted while either employee is on work time. Distribution by City employees of advertising materials, handbills or printed or written literature of any kind to other employees during work time is prohibited.
- 28.3 The Department Head or Human Resources may authorize the advertisement of discounts for area businesses by leaving information in the employee break areas.
- 28.4 The Department Head or Human Resources may authorize fund drives by employees on behalf of charitable organizations or for employees' gifts and the use of e-mail if the use is considered de minimus.

- 28.5 City employees may continue to post solicitations for Girl Scout cookie drives, pizza sales for schools and other similar activities by leaving information in the employee break areas or through e-mail if the use is considered de minimus.
- 28.6 Generally the City's bulletin boards are intended to be used for business-related purposes. Absent prior authorization from the Department Head or Human Resources, the posting of other items not directly related to work is not allowed. However, the positing of personal items for sale or rent such as would appear in the classified section of a newspaper (e.g.; cottage rental, auto for sale) is permitted. With appropriate approval e-mail may be used if the use is considered de minimus.

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

PROTECTION & WELFARE COMMITTEE REPORT

November 19, 2013

The Protection & Welfare Committee, having met on Monday, November 11, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for a "Class A" Liquor License by Astor Mini Mart, LLC at 1180 E. Mason Street with the approval of proper authorities. (Currently has beer only.)
2. To approve the application for a Class "B" Beverage and a "Class C" Wine License by Amanda Luedtke at 154 N. Broadway with the approval of proper authorities.
3. To receive and place on file the application for one of ten available "Class B" Combination Liquor License by The Alumni Club LLC at 219 N. Washington Street.
4. To deny the application for one of nine available "Class B" Combination Licenses by Wiskey and Women Inc. at 225 E. Walnut (referred back from the November 5, 2013 Common Council meeting).
5. To approve the notice of the change of agent for Kokoro, LLC at 301 N. Adams Street with the approval of proper authorities.
6. To approve the request by Green Bay Sportservice, Inc. to hold an outdoor event at Lambeau Field parking lot on November 24, 2013. The approval of the request is subject to complaint.

7. To approve the request by the owners of Brewski's, 1100 S. Broadway, to hold an outdoor event on December 29, 2013. The approval of the request is subject to complaint.
8. To approve the draft ordinance Wis. Stat. §95.21 relating to rabies control program.
9. To refer to the Zoning Administrator the request by Ald. Brunette to discuss the use and storage of portable toilets in residential neighborhoods, with possible action.
10. To receive and place on file the request by Ald. Kocha, on behalf of a constituent, to discuss the annual date for scheduling trick-or-treating.
11. To refer to staff to draft a workable solution the request by Ald. Wiezbiskie to adopt a methodology to inform people in the areas that are in consideration for placement of sex offenders to bring back for the next Protection & Welfare Committee meeting.
12. To approve the appeal by Aaron J. Bouche to the denial of his Public Vehicle Operator License application.
13. To postpone for two weeks the appeal by James L. Voss to the denial of his Operator License application.
14. No recommendation was made on the appeal by Anne Marie Cortez to the denial of her Operator License application.

Moved by Ald. Wiezbiskie, seconded by Ald. Boyce to adopt the report with the exception of Items #9 & #14. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #9. Motion carried.

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

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

Anne Marie Cortez, 4217 Nicolet Road, spoke as to why she needs the job.

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

Moved by Ald. Kocha, seconded by Ald. Tim DeWane to approve the appeal by Anne Marie Cortez with a condition to report to the Protection & Welfare Committee in six months. Motion carried.

Moved by Ald. Kocha, seconded by Ald. Tim DeWane to further amend the item by requiring Ms. Cortez, in six months, to bring a letter from her employer showing support, obtain a driver's license and bring papers showing completion of a drug alcohol assessment.

Moved by Ald. Kocha, seconded by Ald. Thomas DeWane to suspend the rules to allow

interested parties to speak. Motion carried.

Ms. Cortez was asked if she would be able to provide these documents in six months.

Ms. Cortez replied that she could.

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

A vote was then taken on the motion to adopt Item #14 as amended. Motion carried.

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

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
November 19, 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

Borowski, Amy L

Dashnier, Barbara Jean

Foss, Tamela L

Fritz, Molly R

Girling, Patrick N

Hussong, Michelle L

Johnston, Leigha M

Kammann, Anthony J

Kasee, Sierra N

Kojis, Kelly A

Matzke, Kevin J

McFarlane, Jamie A

Mungo, Milton M

Oehldrich, Amolia J

Ross, Grant E

Salzsieder, Sean JA

Tiser, Gene M

Tuyls, Kari M

Westrich, Justine A

Wilson, Logan T

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the report. Motion carried with Ald. Danzinger abstaining on the approval of Sean JA Salzsieder.

RECEIVE & PLACE ON FILE

City of Green Bay Trial Balance Report for October, 2013.

Municipal Court Report for October, 2013.

Building Permit Report for October, 2013.

Check Register for October, 2013.

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

RESOLUTIONS

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

November 19, 2013

Resolution No. 10

Resolution Providing for the Sale and Issuance of \$24,840,000 Municipal Revenue Obligation, Series 2013 (KI Convention Center Project), the Payment Thereof and Other Related Details and Covenants

WHEREAS, the City of Green Bay, Wisconsin (the "**Municipality**") has established Tax Incremental District No. 13 (the "**TIF District**"), to permit certain costs incurred by the Municipality for redevelopment of the TIF District, which includes certain costs relating to the expansion of the KI Convention Center (the "**Project Costs**"), to be reimbursed from property tax increments, grants, and surplus from tax revenues, as described herein; and

WHEREAS, the Municipality has established the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**") to carry out redevelopment projects in designated redevelopment areas; and

WHEREAS, the Municipality is authorized, by Section 66.1105 (9) (a) of the Wisconsin Statutes, as amended, to pay the Project Costs from the proceeds of bonds issued under Section 66.0621 of the Wisconsin Statutes, as amended; and

WHEREAS, Section 66.0621 permits the Municipality to issue revenue obligations to provide for purchasing, acquiring, leasing, constructing, extending, adding to,

improving, conducting, controlling, operating, or managing a public utility, which obligations shall not be considered an indebtedness of the Municipality; and WHEREAS, for the purposes of financing under Section 66.0621, the term “public utility” means any revenue producing facility or enterprise owned by the Municipality and operated for a public purpose and includes any necessary public works project undertaken by the Municipality; and

WHEREAS, the Municipality is authorized, by Section 66.1333 (13) of the Wisconsin Statutes, as amended, to assist any redevelopment project by furnishing services or facilities, providing property, lending, or contributing funds or entering into Cooperation Agreements; and

WHEREAS, the Municipality proposes to enter into a Cooperation Agreement (as defined herein) with the Authority to sell to the Authority its revenue obligation, to contribute to the Authority certain property within the TIF District (as defined herein) on which the expansion to the KI Convention Center will be situated, and to lease back certain property; and

WHEREAS, the Municipality will also approve the issuance of its Municipal Revenue Obligation, Series 2013 (KI Convention Center Project) (the “**Municipal Revenue Obligation**”), for the purposes described in the Cooperation Agreement; and

WHEREAS, the Cooperation Agreement provides for the issuance of additional similar revenue obligations from time to time; and

WHEREAS, on July 30, 2013 the Municipality adopted a resolution (the “**Prior Resolution**”) authorizing and approving the actions and support necessary by the Municipality for the issuance by the Authority of revenue bonds to finance a portion of the Project (as defined herein), and

WHEREAS, subsequent to the adoption of the Prior Resolution, the structure of said bonds was revised such that the Municipality now desires this resolution to supersede the Prior Resolution;

NOW, THEREFORE, be it resolved by the Common Council of the Municipality, as follows:

Section 1. Definitions.

The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

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

“**Bonds**” means the \$24,840,000 principal amount of the Authority’s Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), to be issued under an Indenture of Trust, dated as of December 1, 2013, between the Authority and the Trustee.

“Common Council” refers to the governing body of the Municipality.

“Continuing Disclosure Certificate” shall mean the Continuing Disclosure Certificate, dated as of December 1, 2013, delivered by the Municipality.

“Cooperation Agreement” means the Cooperation Agreement, dated as of December 1, 2013, between the Municipality and the Authority.

“Grants” means a grant from the State of Wisconsin, and all other gifts, contributions, grants, and other forms of public or private aid received or to be received by the Municipality specifically for the purpose of assisting in the redevelopment of the Improvement Area.

“Improvement Area” means the Improvement Area described in Exhibit C to the Cooperation Agreement.

“Lease” means the Lease, dated as of December 1, 2013, between the Municipality and the Authority, as may be amended from time to time.

“Leasehold Property” means the real property and real property improvements relating to the expansion of the KI Convention Center and subject to the Lease as described in Exhibit A to the Lease.

“Municipal Development” means, collectively, any and all real property improvements relating to the KI Convention Center, constructed or to be constructed or installed by the Municipality in accordance with the TIF Project Plan and the Redevelopment Plan, and may include, without limitation, any of the following: improvements to, and construction and furnishing of an expansion to, the KI Convention Center and any related site grading, landscaping, fencing, sidewalk and walkways, utility lines, and signage.

“Municipal Development Costs” means costs incurred or to be incurred by the Municipality for the Municipal Development as further described in Exhibit A to the Cooperation Agreement.

“Municipal Development Property” means all right, title, and interest of the Municipality in, to, and under all real property, real property improvements, and personal property in the Improvement Area, purchased, constructed, installed, or improved by the Municipality with the proceeds of its Municipal Revenue Obligations, Grants, Surplus Net Room Tax Revenues as described in Section 3.02(c) of the Lease, if available, and any other funds.

“Municipal Revenue Obligation” means the \$24,840,000 Municipal Revenue Obligation, Series 2013 (KI Convention Center Project), authorized to be issued by this Resolution.

“Municipality” means the City of Green Bay, Wisconsin.

“Official Statement” means the Authority’s Official Statement, dated on or about the date hereof, relating to the Bonds.

“Redevelopment Act” means Section 66.1333 of the Wisconsin Statutes, as amended.

“Redevelopment Area” means the Downtown Green Bay Redevelopment District as described in the Redevelopment Plan.

“Redevelopment Plan” means the Redevelopment Plan for the Downtown Green Bay Redevelopment Area, adopted by the Governing Body of the Authority on November 18, 1997 and approved by the Governing Body of the Municipality on December 2, 1997, as amended from time to time pursuant to the Redevelopment Act.

“Register” means the books of the Municipality kept by the Registrar to evidence the registration and transfer of the Municipal Revenue Obligation.

“Registrar” means the Treasurer of the Municipality, or a successor designated as Registrar hereunder.

“Report” means the Report dated November 12, 2013 as to the terms, conditions, and other material provisions of the Leasehold Property contributed by the Municipality to the Authority and of the lease of such Leasehold Property by the Authority to the Municipality.

“Revenues” means (i) revenues derived from grants, (ii) revenues derived from sales, leases, or transfers by the Municipality of portions of the Municipal Development Property for use consistent with the Redevelopment Plan, (iii) Surplus Net Room Tax Revenues as described in Section 3.02(c) of the Lease, if available, and (iv) moneys appropriated from time to time for such purpose by the Municipality’s Common Council in its sole and absolute discretion.

“Special Redemption Fund” means the fund established pursuant to Section 10 hereof.

“Supporting Easements” means the easement and other instruments described as such in Exhibit A to the Lease. Certain real property improvements included in the Leasehold Property are or will be located within the areas granted to and held by the Authority pursuant to the Supporting Easements.

“TIF Act” means Section 66.1105 of the Wisconsin Statutes, as amended.

“TIF District” means the Municipality’s Tax Incremental Financing District No. 13 identified as such in the TIF Project Plan, as amended.

“**TIF Project Plan**” means the Municipality’s Tax Incremental Finance District No. 13 Project Plan Downtown Revitalization, Project Plan Amendment No. 2, Boundary Amendment No. 1, approved by the Governing Body of the Municipality on May 1, 2012, and as amended from time to time pursuant to the TIF Act.

“**Trustee**” means Associated Trust Company, National Association, as trustee.

Section 2. Findings and Determinations.

The Municipality hereby finds and determines that:

(a) The Municipal Development is consistent with the public purposes, plans, and objectives respectively set forth in the TIF Project Plan and the Redevelopment Plan;

(b) The Municipal Development accomplishes the public purpose objectives set forth in the TIF Project Plan and the TIF Act;

(c) The right of the public to the lawful and reasonable use of the Adams Street right-of-way, for right-of-way purposes, will not unreasonably be obstructed or impaired by the Municipal Development, including the real property improvements to be constructed, installed, equipped, and operated as the KI Convention Center expansion; and

(d) The Municipal Development, and the acquisition, construction, and improvements it comprises, are expected to take less than three years to complete; however, payment of the principal of the Municipal Revenue Obligation will commence not later than three years after the date of issuance of the Municipal Revenue Obligation or two years after the estimated date that construction of the Municipal Development will be completed, whichever is later. The financing of the Municipal Development and the requirement each year to pay both principal of, and interest on, the Municipal Revenue Obligation as herein provided will be reasonable and in accordance with prudent municipal utility management.

Section 3. Execution and Delivery of the Cooperation Agreement, the Report, and the Lease.

It is hereby found and declared that the rent payments under the Lease constitute reasonable payments for the use of the Leasehold Property.

The terms and provisions of the Cooperation Agreement, the Report, and the Lease are hereby approved. The Mayor and the Clerk are hereby authorized, for and in the name of the Municipality, to execute, affix with the official seal of the Municipality, and deliver the Cooperation Agreement, the Report, and the Lease in the forms thereof

presented to this body, or with such insertions therein and corrections and revisions thereto as shall be approved by the Mayor and the Clerk consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of such insertions, corrections, and revisions.

Section 4. Authorization, Purpose, and Terms of Obligations.

For the purpose of providing for the Municipal Development in fulfillment of the Cooperation Agreement, there shall be issued a negotiable fully registered bond of the Municipality. The bond shall be designated "Municipal Revenue Obligation, Series 2013 (KI Convention Center Project)" and shall be issued in the aggregate principal amount of \$24,840,000 (the "**Series 2013 Obligation**" or the "**Municipal Revenue Obligation**"). The Municipal Revenue Obligation as originally issued shall be dated as of the date of its initial delivery and shall also bear the date of its authentication by the Registrar; and shall be in the denomination of the entire principal amount. The Municipal Revenue Obligation shall be numbered in any manner at the discretion of the Registrar. The entire principal amount of the Municipal Revenue Obligation shall become due on June 1, 2043; *provided*, that the principal of the Municipal Revenue Obligation shall be retired in advance of final maturity in the amounts and on the dates specified in the table below:

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$ 5,000	4.90%
2018	5,000	4.90
2019	5,000	4.90
2020	5,000	4.90
2021	5,000	4.90
2022	5,000	4.90
2023	5,000	4.90
2024	150,000	4.90
2025	320,000	4.90
2026	405,000	5.05
2027	600,000	5.20
2028	410,000	5.30
2029	985,000	5.40
2030	1,040,000	5.50
2031	1,100,000	5.60
2032	1,165,000	5.70
2033	1,235,000	5.80
2034	1,310,000	5.90
2035	1,390,000	5.90
2036	1,475,000	5.90
2037	1,565,000	5.90
2038	1,660,000	6.05
2039	1,765,000	6.05
2040	1,875,000	6.05
2041	1,990,000	6.15
2042	2,115,000	6.15
2043	2,250,000	6.15

It is hereby found and declared that the above schedule of installments of the Municipal Revenue Obligation is conducive to prudent municipal utility management.

Section 5. Interest; Payment Provisions.

The Municipal Revenue Obligation shall bear interest from the date of its issuance or from the most recent interest payment date to which interest has been paid or duly provided for, in amounts equal to, and payable on the same days as, the interest payable from time to time on the Bonds. Principal of, and interest on, the Municipal Revenue Obligation shall be paid by wire or other electronic transfer or by check of the Municipality to the person or entity in whose name the Municipal Revenue Obligation is registered at the close of business on the 15th day of the calendar month immediately preceding the interest payment date.

To facilitate the prompt payment of the Bonds, the Municipality covenants to transfer, to the Trustee as the assignee of the Authority, its payments of the principal of, and interest on, the Municipal Revenue Obligation and its payments of rent under the Lease five business days prior to the date such payments are due.

Section 6. Execution; Authentication.

The Municipal Revenue Obligation shall be executed on behalf of the Municipality with the facsimile or manual signature of the Mayor, and with the facsimile or manual signature of the Clerk and sealed with the corporate seal of the Municipality or a printed facsimile thereof. In case any officer whose signature shall appear on the Municipal Revenue Obligation shall cease to be such officer before the delivery of the Municipal Revenue Obligation, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Municipal Revenue Obligation shall have thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto, duly executed by the Registrar as authenticating agent of the Municipality and showing the date of authentication. The Municipal Revenue Obligation shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Municipal Revenue Obligation shall be conclusive evidence that the Municipal Revenue Obligation have been authenticated and delivered under this Resolution. The certificate of authentication on the Municipal Revenue Obligations shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar.

Section 7. Registration of Municipal Revenue Obligation; Registered Owner.

The Municipality shall cause the Register to be kept at the designated principal office of the Registrar, which is hereby constituted and appointed the registrar of the Municipality with respect to the Municipal Revenue Obligation herein authorized. Upon surrender for transfer of the Municipal Revenue Obligation at the designated office of the Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar duly executed by, the registered owner or his, her, or its attorney duly authorized in writing, the Municipality shall execute and the Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Municipal Revenue Obligation of the same denomination, for a like principal amount and like installments. The execution by the Municipality of any fully registered Municipal Revenue Obligation shall constitute full and due authorization of such Municipal Revenue Obligation and the Registrar shall thereby be authorized to authenticate, date and deliver such Municipal Revenue Obligation. The Registrar shall not be required to transfer or exchange the Municipal Revenue Obligation during the period of fifteen days immediately preceding any interest payment date on the Municipal Revenue Obligation, nor to transfer or exchange the Municipal Revenue Obligation after notice calling the Municipal Revenue Obligation for

redemption has been sent nor during the period of fifteen days immediately preceding sending of a notice of redemption of the Municipal Revenue Obligation under Section 8 of this Resolution.

The person or entity in whose name the Municipal Revenue Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, and premium (if any), or interest on the Municipal Revenue Obligation shall be made only to or upon the order of the registered owner thereof or his, her, or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Municipal Revenue Obligation to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Municipal Revenue Obligation, but the Municipality or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Municipal Revenue Obligation except in the case of the issuance of a new Municipal Revenue Obligation for the unredeemed portion of such Municipal Revenue Obligation surrendered for redemption.

Section 8. Redemption.

The principal of the Municipal Revenue Obligation may be redeemed, in whole or in part, on any date; *provided*, that the Municipal Revenue Obligation cannot be redeemed without the consent of the Authority except in connection with the redemption of a like principal amount of Bonds. At least forty-five days prior to the redemption date, the Municipality shall notify the Registrar of any such redemption.

Section 9. Redemption Procedure.

Notice of the call for any redemption under Section 8 of this Resolution shall be given by the Registrar on behalf of the Municipality by sending the redemption notice by first-class mail, not less than 30, and not more than 60, days prior to the date fixed for redemption to the registered owner of the Municipal Revenue Obligation at the address shown on the Register or at such other address as is furnished in writing by such registered owner to the Registrar. Notwithstanding the foregoing, notice of redemption for the Municipal Revenue Obligations shall not be required if redemption is occurring in connection with the redemption of a like principal amount of the Bonds.

All notices of redemption shall state:

- (a) the complete name of the Municipality and the Municipal Revenue Obligation issue,
- (b) the redemption date and the date of sending of the notice,

(c) the redemption price,

(d) if less than all the principal amount outstanding of the Municipal Revenue Obligation is to be redeemed, complete identification, including interest rate and maturity date (and in the case of partial redemption, the respective principal amounts) of the installments of the Municipal Revenue Obligation to be redeemed,

(e) that on the redemption date the redemption price will become due and payable upon each such installment of the Municipal Revenue Obligation called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(f) the place where the Municipal Revenue Obligation is to be surrendered for payment of the redemption price including a contact person and telephone number, which place of payment shall be the principal office of the Registrar.

Prior to any redemption date, the Municipality shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all installments of the Municipal Revenue Obligation which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the portion of the Municipal Revenue Obligation so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Municipality shall default in the payment of the redemption price) such portions of the Municipal Revenue Obligation shall cease to bear interest. Upon surrender of the Municipal Revenue Obligation for redemption in accordance with said notice, such portion of the Municipal Revenue Obligation shall be paid by the Registrar at the redemption price; *provided, however*, that if there is only one registered owner of the Municipal Revenue Obligations on a redemption date, the Municipal Revenue Obligation need not be surrendered to receive payment. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Municipal Revenue Obligation, there shall be prepared for the registered owner a new Municipal Revenue Obligation of the same installments in the amount of the unpaid principal. If the Municipal Revenue Obligation has been redeemed and is held by the Registrar, it shall be cancelled and destroyed by the Registrar and shall not be reissued.

Section 10. Special Redemption Fund.

The Municipality hereby creates a separate special fund in the treasury of the Municipality to be identified as the “**Municipal Revenue Obligation, Series 2013 (KI Convention Center Project) - Special Redemption Fund**” into which shall be paid the Revenues, which shall be set aside for payment of the principal of and interest due on the Municipal Revenue Obligation. The Municipal Revenue Obligation, together with

interest thereon, shall be payable only out of the Special Redemption Fund, and shall be a valid claim of the owners thereof only against the Special Redemption Fund and from the Revenues pledged to such fund; and sufficient Revenues are hereby pledged to the Special Redemption Fund and shall be used for no purpose other than to pay the principal of and interest on the Municipal Revenue Obligation, and similar revenue obligations issued by the Municipality in connection with the issuance of bonds payable on a parity basis with the Bonds, as the same falls due.

Section 11. Form of Municipal Revenue Obligation.

The Municipal Revenue Obligation, the certificate of authentication to be endorsed thereon, and the form of assignment are all to be in substantially the forms attached hereto as Exhibit A with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution.

Section 12. Covenants Regarding Revenues.

The Municipality hereby covenants and agrees with every owner (from time to time) of the Municipal Revenue Obligation that it will use good-faith efforts to obtain Revenues sufficient to pay the principal of and interest on the Municipal Revenue Obligation.

Section 13. Lien.

The Municipal Revenue Obligation shall be secured by a pledge of the Special Redemption Fund and the Revenues.

Section 14. Discharge and Satisfaction of Municipal Revenue Obligation.

The Municipality may fully discharge and satisfy covenants, liens, and pledges entered into, created, or imposed pursuant to this Resolution with respect to the Municipal Revenue Obligation in any one or more of the following ways:

- (a) By paying the Municipal Revenue Obligation when the same shall become due and payable or upon prior redemption in the manner herein provided;
- (b) By depositing with a corporate trustee selected by the Municipality, in trust for such purpose, at or before the date of maturity or redemption, money in the amount necessary to pay or redeem such Municipal Revenue Obligation, and to pay interest thereon to maturity or the date of redemption; or
- (c) By depositing with a corporate trustee selected by the Municipality, in trust for such purpose, at or before the date of maturity or redemption, moneys

or direct obligations of, or obligations the principal and interest on which are fully guaranteed by, the United States of America, in such amount as, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness of the Municipal Revenue Obligation at or before its maturity date; *provided*, that if the Municipal Revenue Obligation is to be redeemed prior to its maturity, notice of such redemption shall have been duly given or satisfactory arrangements shall have been made for the giving thereof.

Upon such payment or deposit of money in the amount and manner provided by this section, all liability of the Municipality with respect to the Municipal Revenue Obligation shall cease, determine, and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 15. Amendment of Resolution.

This Resolution may be amended from time to time if such amendment shall have been consented to by the owner of the Municipal Revenue Obligation, but this Resolution may not be so amended in such manner as to make any change in the maturity or interest rate of the Municipal Revenue Obligation, or modify the terms of payment of principal or interest on the Municipal Revenue Obligation or impose any conditions with respect to such payment.

Any consent given by the owner of the Municipal Revenue Obligation pursuant to the provisions of this section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon any future owner of the same Municipal Revenue Obligation during such period. The consent may be revoked at any time after six months from the date of such instrument by the owner or by a successor in title by filing notice of such revocation with the Clerk.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer. The ownership of the Municipal Revenue Obligation by any person executing such instrument and the date of his or her owning the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Municipal Revenue Obligation.

Section 16. Parity Obligations; No Priority Obligations.

The Municipality may issue additional obligations payable from the Special Redemption Fund and having a lien on the Revenues on a parity basis with the Municipal Revenue Obligation on the terms and subject to the conditions set forth in the Cooperation Agreement. The Municipality will issue no bonds or obligations of any kind or nature payable from or enjoying a lien on the Special Redemption Fund or the Revenues having a priority over the Municipal Revenue Obligation.

Section 17. Sale of Municipal Revenue Obligation.

The sale of the Municipal Revenue Obligation to the Authority, at a price equal to the principal amount thereof, plus accrued interest thereon, if any, is hereby confirmed. The Municipal Revenue Obligation shall be delivered to the Authority by the Treasurer of the Municipality as soon as it can be prepared and authenticated, upon payment of the purchase price in immediately available funds.

Section 18. Disposition of Proceeds.

The underwriter's discount on the Bonds shall be deemed to have been paid to the Municipality as part of the purchase price of the Municipal Revenue Obligation and paid by the Municipality as a cost of financing the Municipal Development. The accrued interest, if any, included in the purchase price of the Municipal Revenue Obligation shall be deemed to have been paid to the Municipality as part of the purchase price of the Municipal Revenue Obligation and deposited by the Municipality with the Trustee (as assignee of the Authority's interest in the Municipal Revenue Obligation) to provide for the payment of interest on the Municipal Revenue Obligation. The remaining proceeds from the sale of the Municipal Revenue Obligation, net of any capitalized interest on the Bonds, any debt service reserve fund deposit, and any costs of issuance paid with respect to the Bonds, shall be disbursed only for the Project.

Section 19. Supporting Easements and Related Documents.

The conveyance to the Authority of the Supporting Easements and any related rights, releases, or interests of the Municipality relating to the Municipal Development is hereby authorized and approved. The Mayor and the Clerk are hereby authorized and directed to execute, deliver, and record such conveyance documents in substantially the forms thereof presented to this body, and any other documents relating thereto with respect to the Municipal Development either in connection with the issuance of the Municipal Revenue Obligation or in the future. The execution, delivery, and recordation of all such documents, heretofore made, are hereby ratified and affirmed in all respects.

Section 20. Approval of Bonds; Execution of Official Statement and Bond Purchase Agreement.

The terms of the Bonds and the issuance and sale thereof pursuant to the Bond Purchase Agreement, dated the date of the adoption of this resolution, among the Authority, the Municipality, and Robert W. Baird & Co. Incorporated (the “**Underwriter**”), are hereby approved so long as the Bond Purchase Agreement is not inconsistent with this Resolution or the proposal previously submitted to the Municipality by the Underwriter. The portions of the Official Statement relating to the Municipality (particularly the information under the headings “THE CITY” and “ABSENCE OF MATERIAL LITIGATION” and in APPENDICES A and B) are hereby approved. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Official Statement and the Bond Purchase Agreement.

Section 21. Resolution Shall be a Contract.

The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Municipal Revenue Obligation, and after the issuance of the Municipal Revenue Obligation, except as provided in Section 15 hereof, no change or alteration of any kind in the provisions of this Resolution may be made until the Municipal Revenue Obligation shall have been paid in full as to both principal and interest.

Section 22. Continuing Disclosure Certificate.

The Municipality hereby authorizes and directs the appropriate officers of the Municipality to execute the Continuing Disclosure Certificate in connection with the issuance of the Bonds and the Municipal Revenue Obligation. The Municipality hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

Section 23. Notice of Sale.

Notice of the sale of the Municipal Revenue Obligation, in the form attached hereto as Exhibit B, shall be published forthwith in the Municipality’s official newspaper. The Clerk shall obtain proof, in affidavit form, of such publication and compare the Notice as printed with Exhibit B to confirm that no mistake has been made in publication.

Section 24. General Authorizations; Conveyance Documents; Existing KI Convention Center.

The Mayor and the Clerk and the appropriate deputies and officials of the Municipality in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances (including deeds, leases, and easements), notices, and records, including any documents or instruments relating to the conveyance, sale, transfer, release, or amendment of any portion of the Municipal Development Property, the Leasehold Property, or any document or instrument relating thereto, or to the acquisition or conveyance of any other real or personal property or interest therein in respect of the existing KI Convention Center or the expansion thereof, in connection with the issuance of the Municipal Revenue Obligation, or in the future, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Municipality under the Municipal Revenue Obligation, the Cooperation Agreement, and the Lease.

Further, the Mayor and the Clerk and the appropriate deputies and officials of the Municipality in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances, notices, and records, including any amendment of or supplement to any lease or other document or instrument relating to the lease revenue bonds issued in respect of the existing KI Convention Center, as may be necessary or desirable to integrate, or to confirm, correct, or adjust any property, right, title in, or interest in respect of, the existing KI Convention Center and the expansion thereof.

The execution, delivery, publication, filing, and recordation of all such documents, instruments, conveyances, notices, and records, heretofore made, are hereby ratified and affirmed in all respects.

In the event that said officers shall be unable by reason of death, disability, absence, or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Municipal Revenue Obligation), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Municipality.

Section 25. Prior Resolution.

The Prior Resolution (as defined in the recitals hereto) is superseded in its entirety by this Resolution.

Section 26. Severability of Invalid Provisions.

If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs, and provisions of this Resolution.

Section 27. Effective Date; Conformity.

This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Adopted: November 19, 2013

James J. Schmitt
Mayor

Kris A. Teske
Clerk

EXHIBIT A

FORM OF MUNICIPAL REVENUE OBLIGATION

REGISTERED No. R-1	United States of America State of Wisconsin City of Green Bay	\$24,840,000
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MUNICIPAL REVENUE OBLIGATION, SERIES 2013
(KI CONVENTION CENTER PROJECT)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>
See Text	June 1, 2043	December 10, 2013

REGISTERED OWNER: REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
WISCONSIN

PRINCIPAL AMOUNT: TWENTY-FOUR MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (the "**Municipality**"), for value received, hereby acknowledges itself to owe and promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount and from the same source, to pay interest on each June 1 and December 1, beginning on June 1, 2014; *provided, however*, that the Principal Amount of this Municipal Revenue Obligation shall be retired in advance of the Maturity Date in the amounts and on the dates specified below:

<u>Due (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$ 5,000	4.90%
2018	5,000	4.90
2019	5,000	4.90
2020	5,000	4.90
2021	5,000	4.90
2022	5,000	4.90
2023	5,000	4.90
2024	150,000	4.90
2025	320,000	4.90
2026	405,000	5.05
2027	600,000	5.20
2028	410,000	5.30
2029	985,000	5.40
2030	\$1,040,000	5.50%
2031	1,100,000	5.60
2032	1,165,000	5.70
2033	1,235,000	5.80
2034	1,310,000	5.90
2035	1,390,000	5.90
2036	1,475,000	5.90
2037	1,565,000	5.90
2038	1,660,000	6.05
2039	1,765,000	6.05
2040	1,875,000	6.05
2041	1,990,000	6.15
2042	2,115,000	6.15
2043	2,250,000	6.15

This Municipal Revenue Obligation shall bear interest in amounts equal to, and payable on the same dates as, the interest payable from time to time on the Taxable Lease

Revenue Bonds, Series 2013 (KI Convention Center Project) (the “**Bonds**”) issued by the Redevelopment Authority of the City of Green Bay, Wisconsin, in like original principal amount and on the same date as this Revenue Obligation.

Payment of each installment of principal and interest shall be made to the Registered Owner hereof who shall appear on the registration books of the Municipality maintained by the Treasurer of the Municipality, who serves as registrar and paying agent (the “**Registrar**”), at the close of business on the 15th day of the calendar month immediately preceding the interest payment date, and shall be paid by wire transfer or other electronic transfer or by check of the Registrar sent to such registered owner at the owner’s address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Registrar.

This Municipal Revenue Obligation has been issued to provide for the financing of an expansion to the KI Convention Center, a redevelopment project utility owned and operated by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “**Special Redemption Fund.**” This Municipal Revenue Obligation is issued pursuant to a resolution adopted on November 19, 2013 by the Common Council of the Municipality (the “**2013 Resolution**”), and does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision. Reference is hereby made to the 2013 Resolution for a more complete statement of the revenues from which and conditions under which this Municipal Revenue Obligation is payable, a statement of the conditions on which additional obligations may hereafter be issued on a parity with this Municipal Revenue Obligation, and the general covenants and provisions pursuant to which this Municipal Revenue Obligation has been issued.

The principal of this Municipal Revenue Obligation may be redeemed, in whole or in part, on any date; *provided*, that no such redemption shall be made without the Authority’s consent except in connection with the redemption of a like principal amount of the Bonds.

Except as otherwise provided in the 2013 Resolution, notice of any intended redemption shall be sent by first-class mail, not less than 30, nor more than 60, days prior to the date fixed for redemption to the Registered Owner of this Municipal Revenue Obligation at the address shown on the registration books of the Municipality maintained by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar. When so called for redemption, this Municipal Revenue Obligation, or the portion hereof being so called for redemption, will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Municipal Revenue Obligation is transferable by the Registered Owner hereof in person or by the Registered Owner’s attorney duly authorized in writing at the designated office of the Registrar in Green Bay, Wisconsin, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Municipal Revenue Obligation. Upon such transfer a new Municipal Revenue Obligation of the same maturity and for

the same aggregate principal amount will be issued to the transferee in exchange therefor.

This Municipal Revenue Obligation is issuable in fully registered form only in the denomination of the entire outstanding principal amount of the Bonds.

The Municipality and the Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and premium, if any, and interest due hereon and for all other purposes and neither the Municipality nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, and declared that all acts, conditions, and procedures required to be done, exist, happen, and be performed precedent to and in the issuance of this Municipal Revenue Obligation have been done, do exist, have happened, and have been performed in due time, form and manner as required by the constitution and statutes of the State of Wisconsin.

This Municipal Revenue Obligation shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Green Bay, Wisconsin, by its Common Council, has caused this Municipal Revenue Obligation to be executed with the duly authorized facsimile signature of its Mayor and with the duly authorized facsimile signature of its Clerk and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of December __, 2013.

CITY OF GREEN BAY, WISCONSIN

By _____
Mayor

[SEAL]

By _____
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: December ____, 2013

This Municipal Revenue Obligation is described in the within-mentioned 2013 Resolution and is the Municipal Revenue Obligation, Series 2013 (KI Convention Center Project), of the City of Green Bay, Wisconsin.

Treasurer, as Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Redevelopment Authority of the City of Green Bay, Wisconsin, hereby assigns, without recourse, all its right, title, and interest in and to the above \$24,840,000 City of Green Bay, Wisconsin Municipal Revenue Obligation, Series 2013 (KI Convention Center Project), to Associated Trust Company, National Association, and to its successor or successors, as trustee, under that certain Indenture of Trust, dated as of December 1, 2013, by and between the undersigned and said Trustee, securing the \$24,840,000 Redevelopment Authority of the City of Green Bay, Wisconsin Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), and any additional bonds issued under said Indenture.
Dated as of December _____, 2013.

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

By _____
Its Chairperson

LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	60,518.75
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>58,721.28</u>
AMOUNT DUE THIS ESTIMATE:	\$	1,797.47

ACCOUNT NUMBERS

413-50-500-501-55359-000000-000-16019: \$1,797.47

PO #104101

2. SEWERS 3-12 (INCLUDING WATER MAIN) PART C

Michels Corporation

TOTAL AMOUNT EARNED:	\$	312,247.25
LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	312,247.25
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>304,426.30</u>
AMOUNT DUE THIS ESTIMATE:	\$	7,820.95

ACCOUNT NUMBERS

403-50-500-502-55355-000000-000-63052: \$7,820.95

PO #105069

Adopted November 19, 2013

Approved November 20, 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 THE BUS SHELTER
EASEMENT AT NORTHEAST CORNER OF
SHAWANO AVENUE AND O'BRIEN STREET
November 19, 2013**

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

Cowles Limited Partnership Parcel 69	\$1600.00	DEED & TLE
Beverly A. French Parcel 83	\$250.00	TLE

Adopted November 19, 2013

Approved November 20, 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 ACCEPTING STREETS FOR CONCRETE PAVEMENT,
ASPHALT PAVEMENT OR ASPHALT RESURFACING
November 19, 2013**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

RESURFACING 1-13

BARKER STREET (E.S.) - Smith Street to Eastman Avenue (no assessments)

CONCORDIA LANE - Laverne Drive to Van Caster Lane

GOODELL STREET - Chicago Street to E. Mason Street

FARLIN AVENUE - Henry Street to 385' east (no assessments)

HAROLD STREET - 490' W of Elizabeth Street to Henry Street

HARTUNG STREET - Deckner Avenue to 150' S of Crooks Street

HENRY STREET N - Preble Avenue to Eastman Avenue
SMITH STREET - Elizabeth Street to Henry Street

CD 13-05 EMMET STREET
RESURFACING

EMMET STREET - Lincoln Street to Columbia Avenue (no assessments)

PAVEMENT 1-
13

FIFTH STREET - Broadway to Greenwood Avenue

PAVEMENT 2-
13

HOWARD STREET - Twelfth Avenue to Oak Street

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted November 19, 2013

Approved November 20, 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 THE DRAFT
WATERWORKS GARDEN SUPPLY, LLC
HOLD HARMLESS AGREEMENT
November 19, 2013**

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

To approve the request by WaterWorks Garden Supply, LLC on behalf of Bett, LLC for an air rights easement within the right-of-way at 133 N Broadway, subject to execution of a hold harmless agreement, filing the required insurance with Risk Management, and authorize the Mayor and the City Clerk to sign; future requests should be vetted through the local business improvement district should one exist in the area.

Adopted November 19, 2013

Approved November 20, 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 AUTHORIZING AN
INCREASE IN THE FEE FOR A
SPECIAL ASSESSMENT LETTER**

November 19, 2013

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

That, effective January 1, 2014, the fee for a Special Assessment Letter from the Clerk's Office shall be increased to \$30.00.

BE IT FURTHER RESOLVED that if the request for the Special Assessment Letter is received before 3:00 PM the same day as the letter is needed, the fee will be \$50.00.

BE IT FURTHER RESOLVED that if the request for a same-day Special Assessment Letter is received after 3:00 PM, the letter will be ready the next morning, and the fee will be \$30.00.

Adopted _____

Approved _____

Mayor

Clerk

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

Moved by Ald. Kocha, seconded by Ald. Moore to amend the resolution as follows:

"That, effective January 1, 2014, the standard fee for a Special Assessment Letter from the Clerk's Office shall be increased to \$30.00.

That requests for Special Assessment Letters that are needed the same day the request is made will be honored by the Clerk, provided the request is received prior to 3:00 PM. Requests for same-day letters received after 3:00 PM will only be honored as time permits, as determined by the Clerk. The fee for any same-day Special Assessment Letter requests that are honored by the Clerk shall be \$50.00, effective January 1, 2014.

That requests for same-day Special Assessment Letters that cannot be honored by the Clerk shall be ready the morning of the next business day, and the standard \$30.00 fee shall apply."

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 725 TUREK STREET/2252 PREBLE AVENUE
(ZP 13-34)

November 19, 2013

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

That, pursuant to Zoning Petition 13-34 and the recommendation of the Plan Commission on November 11, 2013, the City of Green Bay does authorize a conditional-use permit to re-establish a two-family dwelling in a Low Density Residential (R-1) District located on the following described property at 725 Turek Street/2252 Preble Avenue:

Warrens Preble Addition, Lot 16 and the Easterly 20 feet
of Lot 15, Block A (Tax Parcel Number 21-2720)

Adopted November 19, 2013

Approved November 20, 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 860 ELMORE STREET
(ZP 13-09)

November 19, 2013

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

That, pursuant to Zoning Petition 13-09 and the recommendation of the Common Council on November 5, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a two-unit residence located on the following described property at 860 Elmore Street:

MILITARY RESERVE S 1/2 OF PART OF LOT 128
LYING BETW BOND & ELMORE STS (Parcel Number 5-
1239)

Said conditional-use permit shall be subject to:

1. Installation of new all-weather security front doors with deadbolt locks for each building unit entry facing Elmore Street, including new all-weather storm doors.

2. Existing awnings are either removed or replaced.

3. New exterior entry lighting is provided for each building unit entry.

4. Replace shutters around windows that were previously on the building complementary to the existing building color.

5. Foundation landscaping is provided along the front façade of the building. This would include at least a 5-foot wide area along the front façade from the base of the building and is to include native, hardy perennials and shrubs to complement the façade and improve the curb appeal of the site.

6. New mail boxes are provided for each unit.

7. The address of each unit is clearly labeled.

8. A fence is provided not less than 4 feet in height, 90% impervious to sight, around the rear and side yard of the property compliant with Section 13-521, Green Bay Municipal Code. Fencing may also be considered within the front yard consistent with Section 13-521, Green Bay Municipal Code.

9. At the discretion of the Planning Director, if there are neighborhood complaints, police calls and/or zoning violations within a one-year time period of final approval of this request, the Planning Director may bring this item back to the Plan Commission for reconsideration of approval.

10. The applicant completes a landlord training program as sponsored by the City of Green Bay.

Adopted November 19, 2013

Approved November 20, 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. 21-13

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO STOPPING OR STANDING 10:00 PM – Midnight FRIDAY and Midnight - 3:00 AM SATURDAY AND SUNDAY zone:

BROADWAY, east side, from Third Street to a point 325 feet north of Third Street

SECTION 2. Section 29.208, Green Bay Municipal Code is hereby amended by adding thereto the following NO PARKING TAXI LOADING ONLY 12:00 AM – 3:00 AM SATURDAY AND SUNDAY zone:

WASHINGTON STREET, east side, from a point 100 feet south of Doty Street to Doty Street

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

SECTION 4. 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. Warner to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 22-13

AN ORDINANCE
AMENDING CHAPTER 6 AND CHAPTER 33,
GREEN BAY MUNICIPAL CODE,
RELATING TO FEE INCREASES FOR
CERTAIN LICENSES

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

SECTION 1. Section 6.21(2)(a), Green Bay Municipal Code, regarding a fee for a public vehicle license is hereby repealed and recreated as follows:

(2) PUBLIC VEHICLE LICENSE.

(a) Requirement. All public vehicles shall be licensed pursuant to this section and properly registered through the Wisconsin Department of Transportation. The annual license fee for each vehicle shall be ~~\$20~~ **\$25**. Such license shall terminate on December 31 annually, unless sooner revoked or suspended.

SECTION 2. Section 6.21(6)(b)2., Green Bay Municipal Code, regarding an operator's license is hereby repealed and recreated as follows:

(6) OPERATOR'S LICENSE. No person shall operate a public vehicle without first obtaining an Operator's License from the City of Green

Bay. All applicants must be at least 18 years old and hold a valid Wisconsin driver's license. All public vehicle operators must obtain an operator's license within 90 days of the effective date of this ordinance.

(b) Applications.

2. (Amd. GO 27-07) The license fee shall be ~~\$40.00~~ **\$50.00** and shall be submitted with the application along with a passport-sized photo. Public vehicle operators employed in that capacity by bona fide non-profit organizations shall be exempt from paying the above license fee.

SECTION 3. Section 33.05(7), Green Bay Municipal Code, regarding the fee for liquor licenses is hereby repealed and recreated as follows:

(7) Operator's License. ~~\$40.00~~ **\$50.00** (Two-Year License).

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

SECTION 5. This ordinance shall take effect on January 1, 2014.

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

APPROVED:

Mayor

ATTEST:

Clerk

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

GENERAL ORDINANCE NO. 23-13

AN ORDINANCE
AMENDING SECTION 27.101,

GREEN BAY MUNICIPAL CODE,
ADOPTING STATE LAW PERTAINING TO
RABIES CONTROL PROGRAM

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

SECTION 1. Section 27.101, Green Bay Municipal Code, is hereby amended as follows:

27.101 STATE LAWS ADOPTED. The following State Statutes are hereby adopted and incorporated as if fully set forth by reference. The penalty for a violation of these ordinances shall be as set forth in Subchapter IX of this Chapter. Any future amendments, revisions, or modifications of the Statutes incorporated herein are intended to be made part of this Code.

95.21 Rabies control program.

95.21 Rabies control program.

(1) DEFINITIONS. As used in this section:

(a) "Humane officer" means an officer appointed under s. [173.03](#).

(am) "Isolation facility" means a humane society shelter, veterinary hospital, municipal pound or other place specified by an officer which is equipped with a pen or cage which isolates the animal from contact with other animals.

(b) "Officer" means a peace officer, local health officer, as defined in s. [250.01 \(5\)](#), humane officer, warden, an employee designated by the department or other person designated by the governing body of the county, city, village or town.

(c) "Owner" includes a person who owns, harbors, keeps or controls an animal.

(d) "Peace officer" has the meaning designated under s. [939.22 \(22\)](#).

(e) "Veterinarian" has the meaning designated under s. [453.02 \(7\)](#).

(em) "Veterinary technician" has the meaning designated under s. [453.02 \(12\)](#).

(f) "Warden" has the meaning designated under s. [24.01 \(11\)](#).

(2) RABIES VACCINATION REQUIRED FOR DOGS.

(a) *Requirement for vaccination.* Except as provided in s. [174.054](#) or sub. [\(9\) \(d\)](#), the owner of a dog shall have the dog vaccinated against rabies by a veterinarian or, if a veterinarian is physically present at the location the vaccine is administered, by a veterinary technician, pursuant to s. [453.05 \(2\) \(d\)](#), at no later than 5 months of age and revaccinated within one year after the initial vaccination. If the owner obtains the dog or brings the dog into this state after the dog has reached 5 months of age,

the owner shall have the dog vaccinated against rabies within 30 days after the dog is obtained or brought into the state unless the dog has been vaccinated as evidenced by a current certificate of rabies vaccination from this state or another state. The owner of a dog shall have the dog revaccinated against rabies by a veterinarian or, if a veterinarian is physically present at the location the vaccine is administered, by a veterinary technician, pursuant to s. [453.05 \(2\) \(d\)](#), before the date that the immunization expires as stated on the certificate of vaccination or, if no date is specified, within 3 years after the previous vaccination.

(b)*Issuance of certificate of rabies vaccination.* The person who administers the vaccine under par. [\(a\)](#) shall complete and issue to the owner a certificate of rabies vaccination bearing a serial number and in the form approved by the department stating the owner's name and address, the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog, the date of the vaccination, the type of rabies vaccine administered and the manufacturer's serial number, the date that the immunization expires as specified for that type of vaccine by the center for disease control of the U.S. department of health and human services and the city, village or town where the dog is required to be licensed.

(c)*Copies of certificate.* The veterinarian shall keep a copy of each certificate of rabies vaccination in a file maintained for this purpose until the date that the immunization expires or until the dog is revaccinated whichever occurs first.

(e)*Rabies vaccination tag.* After issuing the certificate of rabies vaccination, the person who administers the vaccine under par. [\(a\)](#) shall deliver to the owner a rabies vaccination tag of durable material bearing the same serial number as the certificate, the year the vaccination was given and the name, address and telephone number of the supervising veterinarian.

(f)*Tag to be attached.* The owner shall attach the rabies vaccination tag or a substitute tag to a collar and a collar with the tag attached shall be kept on the dog at all times but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog securely confined indoors, to a dog securely confined in a fenced area or to a dog while actively involved in herding or controlling livestock if the dog is under the control of its owner. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this paragraph do not apply to a dog which is not required to be vaccinated under sub. [\(2\) \(a\)](#).

(g)*Duplicate tag.* The person who administers the vaccine under par. [\(a\)](#) may furnish a new rabies vaccination tag with a new serial number to an owner in place of the original tag upon presentation of the certificate of rabies vaccination. The person who administers the vaccine under par. [\(a\)](#) shall then indicate the new tag number on the certificate and keep a record in the file.

(h) Cost. The owner shall pay the cost of the rabies vaccination and the cost associated with the issuance of a certificate of rabies vaccination and the delivery of a rabies vaccination tag.

(3) DISTRICT QUARANTINE.

(a) Dogs confined. If a district is quarantined for rabies, all dogs within the district shall be kept securely confined, tied, leashed or muzzled. Any dog not confined, tied, leashed or muzzled is declared a public nuisance and may be impounded. All officers shall cooperate in the enforcement of the quarantine. The clerk of every town, city or village wholly or partly within the quarantine district shall promptly post in at least 3 public places in the town, city or village, notices of quarantine furnished by the department for posting.

(b) Exemption of vaccinated dog from district quarantine. A dog which is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence is exempt from the district quarantine provisions of par. [\(a\)](#) if a rabies vaccination tag or substitute tag is attached to the dog's collar.

(4) QUARANTINE OR SACRIFICE OF AN ANIMAL SUSPECTED OF BITING A PERSON OR BEING INFECTED OR EXPOSED TO RABIES.

(a) Quarantine or sacrifice of dog or cat. Except as provided in par. [\(d\)](#), an officer shall order a dog or cat quarantined if the officer has reason to believe that the animal bit a person, is infected with rabies or has been in contact with a rabid animal. If a quarantine cannot be imposed because the dog or cat cannot be captured, the officer may kill the animal. The officer may kill a dog or cat only as a last resort or if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.

(b) Sacrifice of other animals. An officer may order killed or may kill an animal other than a dog or cat if the officer has reason to believe that the animal bit a person or is infected with rabies. Except as provided in s. [95.36](#), if an animal of a species raised primarily to produce food for human consumption is killed under this paragraph, the owner is eligible for an indemnity payment in an amount equal to the indemnity provided under s. [95.31 \(3\)](#). If the decision is made by an employee of the department, the indemnity shall be paid from the appropriation under s. [20.115 \(2\) \(b\)](#). If the decision is made by another officer, the indemnity shall be paid from the dog license fund.

(c) Sacrifice of a dog or cat. An officer may order killed or may kill a dog or cat if the owner of the dog or cat violates sub. [\(5\) \(a\)](#), [\(b\)](#) or [\(c\)](#).

(d) Exception for law enforcement dogs.

1. In this paragraph, "law enforcement agency" has the meaning given in s. [165.83 \(1\) \(b\)](#).

2. The quarantine requirement in par. [\(a\)](#) does not apply to a dog that is used by a law enforcement agency and that bites a person while the dog is performing law enforcement functions if the dog is immunized against rabies as evidenced by a valid certificate of rabies vaccination or

other evidence. The law enforcement agency shall have the dog examined by a veterinarian on the day of the incident or the next day, on the 10th day after the incident, and on one intervening day. The law enforcement agency shall ensure that the dog is confined when not performing law enforcement functions until the 3rd examination has been performed.

(5) QUARANTINE OF DOG OR CAT.

(a) *Delivery to isolation facility or quarantine on premises of owner.* An officer who orders a dog or cat to be quarantined shall deliver the animal or shall order the animal delivered to an isolation facility as soon as possible but no later than 24 hours after the original order is issued or the officer may order the animal to be quarantined on the premises of the owner if the animal is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence. If an officer delivers a dog or orders a dog to be delivered to an isolation facility and the dog is exempt from the requirement to be vaccinated against rabies under sub. [\(9\) \(d\)](#), the owner of the dog may choose an isolation facility that is a veterinary hospital.

(b) *Health risk to humans.* If a dog or cat is ordered to be quarantined because there is reason to believe that the animal bit a person, the custodian of an isolation facility or the owner shall keep the animal under strict isolation under the supervision of a veterinarian for at least 10 days after the incident occurred. In this paragraph, "supervision of a veterinarian" includes, at a minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one intervening day. If the observation period is not extended and if the veterinarian certifies that the dog or cat has not exhibited any signs of rabies, the animal may be released from quarantine at the end of the observation period.

(c) *Risk to animal health.*

1. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and if the dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 180 days. The owner shall have the animal vaccinated against rabies between 155 and 165 days after the exposure to a rabid animal, unless the animal is exempt from the requirement to be vaccinated against rabies under sub. [\(9\) \(d\)](#).

2. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal but if the dog or cat is immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 60 days. The owner shall have the animal revaccinated against rabies as soon as possible after exposure to a rabid animal.

(d) *Sacrifice of a dog or cat exhibiting symptoms of rabies.* If a veterinarian determines that a dog or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal quarantined and

the officer or veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

(6) DELIVERY OF CARCASS; PREPARATION; EXAMINATION BY LABORATORY OF HYGIENE. An officer who kills an animal shall deliver the carcass to a veterinarian or local health department, as defined in s. [250.01 \(4\)](#). The veterinarian or local health department shall prepare the carcass, properly prepare and package the head of the animal in a manner to minimize deterioration, arrange for delivery by the most expeditious means feasible of the head of the animal to the state laboratory of hygiene and dispose of or arrange for the disposal of the remainder of the carcass in a manner which minimizes the risk of exposure to any rabies virus. The laboratory of hygiene shall examine the specimen and determine if the animal was infected with rabies. The state laboratory of hygiene shall notify the department, the veterinarian or local health department which prepared the carcass and, if the animal is suspected to have bitten a person, that person or that person's physician.

(7) COOPERATION OF VETERINARIAN. Any practicing veterinarian who is requested to be involved in the rabies control program by an officer is encouraged to cooperate in a professional capacity with the department, the laboratory of hygiene, the local health department, as defined in s. [250.01 \(4\)](#), the officer involved and, if the animal is suspected to have bitten a person, the person's physician.

(8) RESPONSIBILITY FOR QUARANTINE AND LABORATORY EXPENSES. The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, supervision and examination of the animal by a veterinarian, preparation of the carcass for laboratory examination and the fee for the laboratory examination. If the owner is unknown, the county is responsible for these expenses.

(9) LOCAL PROGRAMS.

(a) This section does not prohibit or restrict a county, city, village or town from imposing a rabies control program with more restrictive provisions.

(b) This section does not prohibit a county, city, village or town from imposing its own rabies control program if the department approves the program. The department may not approve a program unless it provides for at least 2 examinations of the quarantined animal by a veterinarian or a trained individual with veterinarian involvement during a 10-day isolation period. The department shall promulgate rules establishing criteria for the approval of programs under this paragraph and defining "trained individual" and "veterinarian involvement".

(c) The department may provide training to persons who administer local rabies control programs or who conduct rabies examinations under those programs. The department may charge fees to cover the cost of

training. The fees collected under this paragraph shall be credited to the appropriation under s. [20.115 \(2\) \(j\)](#).

(d) A city, village, or town may exempt the owner of a dog from the requirement to have the dog vaccinated against rabies for a year based on a letter from a veterinarian stating that vaccination is inadvisable because of a reaction to a previous vaccination, a physical condition, or a regimen of therapy that the dog is undergoing. The city, village, or town shall require the owner to provide a new letter for each year in which the owner seeks an exemption under this paragraph.

(10) PENALTIES.

(a) *Failure to obtain rabies vaccination.* An owner who fails to have a dog vaccinated against rabies as required under sub. [\(2\) \(a\)](#) may be required to forfeit not less than \$50 nor more than \$100.

(b) *Refusal to comply with order or quarantine.* An owner who refuses to comply with an order issued under this section to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be fined not less than \$100 nor more than \$1,000 or imprisoned not more than 60 days or both.

(c) *Other violation.* A person who violates any provision of this section not specified under pars. [\(a\)](#) and [\(b\)](#) may be required to forfeit up to \$50.

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. Warner to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

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

ZONING ORDINANCE NO. 16-13

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 14-05
FOR NORTHEAST WISCONSIN TECHNICAL COLLEGE
CAMPUS PLANNED UNIT DEVELOPMENT
TO PERMIT EDUCATIONAL USES AND
THE DEVELOPMENT OF STUDENT HOUSING
(2740 WEST MASON STREET)
(ZP 13-35)

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

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

Tax Parcel Number 6H-1136: SW1/4 NW1/4 SEC 29 T24N R20E EX 750
R 391 & EX RD

Tax Parcel Number 6H-1098: LOTS 3, 4, 5 & 6 SEC 29 T24N R20E EX
RD

Tax Parcel Number 6H-1067: LOT E SEC 20 T24N R20E EX 12 CSM
285 & EX RD

Tax Parcel Number 6H-1067-1: LOT 1 OF 12 CSM 285 BNG PRT OF
LOT E SEC 20 T24N R20E

Tax Parcel Number 6H-1065-1: W 983.40 FT OF N 429 FT OF LOT C
SEC 20 T24N R20E

Tax Parcel Number 6H-1056: LOTS 10 & C SEC 20 T24N R20 E EX W
983.40 FT OF N 429 FT OF LOT C

Tax Parcel Number 6H-1054: WLY 550 FT OF LOTS 8, 11, 12 & 13 SEC
20 T24N R20E EX OUTLOT 1 OF 3 CSM 291

Tax Parcel Number 6H-1135: NE1/4 NW1/4 SEC 29 T24N R20E EX PRT
IN 750 R 391

Tax Parcel Number 6H-1134: NW1/4 NE1/4 SEC 29 T24N R20E EX 371
D 488 & EX 750 R 391

Tax Parcel Number 6H-1102: OUTLOT 1 IN 3 CSM 285 BNG PRT OF
LOT 7 SEC 29 T24N R20E

Tax Parcel Number 6H-1748: FIRST ADDN TO PACKERLAND WLY 146
FT OF LOT 45 EX J12501-43

Tax Parcel Number 6H-1749: FIRST ADDN TO PACKERLAND LOT 46 &
PRT OF VAC RD ADJ SLY EX PRT FOR RD

Tax Parcel Number 6H-1750: FIRST ADDN TO PACKERLAND LOT 47 &
PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1751: FIRST ADDN TO PACKERLAND LOT 48 &
PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1752: FIRST ADDN TO PACKERLAND LOT 49 &
PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1753: FIRST ADDN TO PACKERLAND LOT 50 &
PRT OF VAC RD ADJ SLY

Tax Parcel Number 6H-1754: FIRST ADDN TO PACKERLAND LOT 51
EX RD & PRT OF VAC FRONTAGE RD

All that part of Lots 1 and 2 of Certified Survey Map 1353 and Outlot 1 of
Certified Survey Map 2364 as recorded in the Recorders Office for Brown
County, Wisconsin, more fully described as follows:

Beginning at the southwest corner of said Outlot 1; thence North 00°12'51"
West along the west line of said Outlot 1, 159.70 feet; thence North
47°54'08" East along the northwesterly lines of said Outlot 1 and also said
Lot 1, 486.19 feet; thence South 68°27'30" East along the north line of
said Lot 1, 200.00 feet; thence South 21°32'30" West, 80.00 feet; thence
South 44°47'20" West, 478.10 feet to the south line of said Outlot 1;
thence North 89°31'00" West along said south line of Outlot 1, 180.00 feet
to the Point of Beginning.

Containing 132,359 square feet (3.0386 acres) more or less.
Subject to survey verification.

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

A. Scope and Subject Area.

Northeast Wisconsin Technical College (NWTC) is a two-year technical college serving Northeast Wisconsin by providing education, training, and life-long learning opportunities for individuals and businesses leading to the development of a skilled workforce.

It is the intent of this ordinance to allow for the continued growth of the campus in an orderly fashion in consideration of surrounding properties consistent with the Wisconsin State Technical College System.

Consistent with the objectives of the College, there is a current opportunity for the development of a higher density residential dormitory to be located on the campus to serve the needs of the students.

Exhibit A depicts the current NWTC campus boundary and the core campus limits.

B. Permitted Uses.

1. Principal Uses. The permitted principal uses include the following:
 - a. Educational use as permitted under the Wisconsin State Technical College System.
 - b. Uses as allowed within the General Commercial (C1) District.
 - c. Options for Independent Living as approved under ZO 1-98 (ZP 1144) and as amended under ZO 4-12 (ZP 12-20).
 - d. The Green Bay Botanical Gardens.
 - e. Business Incubator in partnership with the College.
 - f. Health Clinics in partnership with the College.

2. Residential Dormitories-Student Housing.

- a. Phase I - development of 108 residential apartment units generally compliant with Exhibit B, C, D, E, F.
- b. Architectural Design. Covered entries shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided.
- c. All exterior building materials shall be of a durable nature and shall blend to complement the overall design of the structure.
- d. All rooftop and ground level mechanical equipment shall be screened from public view using architectural treatments consistent with the overall design of the structure.
- e. Overall design and appearance shall be consistent with Exhibit D, E, F.
- f. Dimensional Standards.
 1. No building within the development shall exceed four stories or 55 feet in height.
 2. A 25 foot side and rear yard setbacks shall be maintained excluding building and parking.
- g. Landscaping.
 1. Foundation landscaping is provided along the front, side and rear of the building facade. This would include at least a five foot wide area along the front façade from the base of the building and is to include native, hardy perennials and shrubs to complement the façade. This would exclude any entries on the building.
 2. Provide a detailed landscaping plan for the area.
 3. Accessory Uses. Accessory uses shall include all maintenance buildings, Power & Gas Distribution outdoor lab structures serving the Campus and its programs.

4. Prohibited Uses. Any use not identified by this Ordinance as a permitted principal or accessory use, or any use not determined by the Zoning Administrator to be substantially similar to a use that is permitted, shall be prohibited.

C. Dimensional Standards.

1. Height. Structures located within the campus core boundary may have an overall building height of 80 feet (measured from the average West Mason Street curb elevation) not including mechanical penthouses. Structures outside the campus core boundary may not exceed 35 feet in overall height. The exception to this requirement is the college's Burn Tower located at the Public Safety training area of the campus which may have a height of 80 feet above the elevation at the base of that structure. Student housing is excluded from this requirement.
2. Setbacks. The following setbacks shall apply as measure from property lines/right-of-way lines and shall prohibit any buildings and parking:
 - a. West Mason Street - 15 feet
 - b. Country Club Road - 25 feet
 - c. East property line – 25 feet
 - d. North property line – 50 feet

D. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802, Green Bay Municipal Code.

E. Parking.

1. Shall be consistent with Sections 13-1700 and 13-1800, Green Bay Municipal Code.
2. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened

in compliance with Section 13-1813, Green Bay Municipal Code.

3. Gravel or similar material may be used for drives that service the Power & Gas Distribution Field Lab.

F. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

G. Signs.

1. Except as provided herein, all signage shall be designed and installed in compliance with ZO 14-05 (ZP 05-28).
2. Student Housing.
 - a. One monument sign is permitted not greater than 8 feet in overall height and not to exceed 80 square feet per side.
 - b. Multiple wall signs may be permitted no greater than 25 square feet per sign, not to exceed a total of 100 square feet per wall.
 - c. All other applicable sign standards shall be met compliant with Section 13-2000, Green Bay Municipal Code.

H. Stormwater Management. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

I. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-1900, 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. Warner to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to advance the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Boyce to adjourn at 8:30 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk