



AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 17, 2013, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the November 19, 2013, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

PUBLIC HEARINGS

Public hearing relating to proposed Industrial Development Revenue Bond financing for TMT Holdings LLC Project. (Item #13)

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. (Item #27)

APPOINTMENTS BY THE MAYOR

Water Commission

Nanette Nelson

Green Bay Housing Authority

Bradley Hansen

Military Avenue BID Board Nominees-2014

Joe Mongin

Dan Burich

Andrea Gauger

Adam Kersten

Ken Davister

Greg Polacheck

Wendy Townsend

Broadway BID Board Nominees-2014

Marta Mezo

Alex Galt

Stephanie Bruss

1. Appointments by the Mayor of Election Officials pursuant to Section 7.30, Wis. Stats., for the 2014-2015 term.

REFERRAL OF PETITIONS & COMMUNICATIONS

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

REPORTS FOR COUNCIL ACTION

3. Report of the Plan Commission.
4. Report of the Redevelopment Authority.
5. Report of the Traffic Commission.
6. Report of the Finance Committee.
7. Report of the Improvement & Service Committee.
8. Report of the Park Committee.
9. Report of the Personnel Committee.

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

RECEIVE & PLACE ON FILE

City of Green Bay Check Register for November, 2013.

Municipal Court Report for November, 2013

RESOLUTIONS

12. Initial Resolution authorizing the sale and issuance of Taxable General Obligation Community Development Bonds; and certain related details.
13. Final Resolution regarding Industrial Development Revenue Bond financing for TMT Holdings LLC Project.
14. Resolution drawing final orders.
15. Resolution approving temporary limited easements (TLEs) for Monroe Avenue from Cass Street to Main Street.
16. Resolution approving the parking lease agreement with Camera Corner/Connecting Point.
17. Resolution approving the draft T & M Collectables Hold Harmless Agreement.
18. Resolution extending for 12 months the conditional-use approval in the 2900 block of St. Anthony Drive.

ORDINANCES - FIRST READING

19. General Ordinance No. 24-13
An ordinance repealing Chapter 20 of the Code relating to air pollution control.
20. General Ordinance No. 25-13
An ordinance amending Chapter 9 of the Code relating to solid waste collection and disposal.
21. General Ordinance No. 26-13
An ordinance amending Chapter 13-1300 of the Code relating to floodplain overlay district.

22. Zoning Ordinance No. 17-13
An ordinance amending Zoning Ordinance No. 16-97 for modified signage at 2926 Finger Road.
23. Zoning Ordinance No. 18-13
An ordinance creating a Planned Unit Development (PUD) for the Preserve, located in the 100-300 block of North Huron Road.

ORDINANCES - THIRD READING

24. General Ordinance No. 21-13
An ordinance amending Section 29.208 of the Code relating to parking regulations.
25. General Ordinance No. 22-13
An ordinance amending Chapter 6 and Chapter 33 of the Code relating to fee increases for certain licenses.
26. General Ordinance No. 23-13
An ordinance amending Section 27.101 of the Code adopting State Law pertaining to Rabies Control Program.
27. 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).

Kris A. Teske
Green Bay City Clerk

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

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



APPENDIX OF SUPPLEMENTAL INFORMATION

FOR COUNCIL MEETING

OF TUESDAY, DECEMBER 17, 2013

7:00 P.M.

2014-2015 POLL WORKER APPOINTMENTS

<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>
2	BOEHM	SUE	8	BELONGIA	LIZ
2	BROWNELL	CONSTANCE	8	CANTALUPO	ALICIA
2	BROWNELL	JOHN	8	CZARNECKI	FRANK
2	CONARD	JANICE	8	GILLE	BEATTA
2	GILSOUL	JUNE	8	GRAHAM	JOSEPH
2	GRUENHAGEN	JERRY	8	JACOBSON	SHARON
2	KNAUS	NANCY	8	KAYE	JEANNE
2	ACKER	SANDY	8	BURCHELL	BRIAN
2	CHARLES	HEIDNER	8	KRUTZ	MARY E
3	BLAKE	MARY	8	WANAZEK	JUDY
3	TOYNE	NICHOLAS	8	WANAZEK	WARREN
3	WATTS	MIKE	8	WHITTON	BETSY
3	DAVISON	MIKE	9	COX	BETTY
3	DEMRO	DAVID	9	DALEY	KATHY
3	MILLER HANSEN	CHLOE	9	GIERCZAK	DOMINIC
4	CHURCHILL	GAIL	9	JAEGER	LORNA
4	JACOB	MARY	9	SEVCIK	CAROL
4	KOENIG	LISA	9	SEVCIK	ELMER
4	KRAWCZYK	VERN	9	LEURQUIN	LYNN
4	LESPERANCE	DEBRA	9	JAEGER	LE ROY
4	SCHELD	ERNEST	10	GREATENS	KAREN
4	SCHELD	MARY	10	HENDRY	KATHLEEN
4	WOESNER	MITCHELL	10	HERMAN	LINDA
4	WILLE	ROBERT	10	HERMAN	GARY
4	WILLE	MARY	10	MILLER	MARY LOU
4	EVANS	JOHN	11	ALBERS	DICK
5	ANDRUS	CARALYNN	11	DELVOYE	VALERIE
5	ANDRUS	SANDY	11	HUTCHISON	KEITH
5	GAST	PAUL	11	LARSON	WILLIAM
5	HAEVERS	BETTY	11	PFESITER	PATRICIA
5	OBERBERGER	ELIZABETH	11	DELVOYE	BRIAN
5	QUIGLEY	ROBERT	11	DELVOYE	ALEXANDER
5	STIEHM	JEFF	12	HOLSCHUH	BARBARA
5	TAYLOR	DAVID	12	JAUQUET	KATHY
5	QUIGLEY	SANDRA	12	KELLAM	DORIS
6	BOERSCHINGER	ROBERT	12	CANADEO	DAWN
6	HAEN	CAROL	12	CANADEO	JIM
6	ROESER	POLLY	13	SALADINO	TONY
6	SCHMITT	BERNARD	13	SNOW	GARTH
6	SHACKELFORD	ROSANNE	13	STAGGS	DAVE
6	TEBON	WAYNE	13	SHARICK	ADAM
6	WEINER	MARY	14	FISCHLER-FIFIEL	JOAN
6	HONZIK	PAUL	14	HUEBSCHER	RON
6	REED	DEBORAH	14	SIMONIS	MARY ANN
7	CATALANO	DAVID	14	SKERIS	CATHY
7	CATALANO	JOYCE	14	STIPE	JANICE
7	DYLE	RANDY	14	VERHEYEN	JILL
7	EGGERT	BONNIE	14	STYCZYNSKI	MARIAN
7	HANES	AUDREY			
7	HERSHMAN	ALICE			
7	RIPLEY	MYRTLE			
7	SMITH	TYLER			

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<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>
15	BAKER	BERNICE	22	JACKSON	BRETT
15	HARTMAN	ANN	22	JAHNKE	CAROL
15	JUNKERMANN	BRADLEY	22	JAHNKE	WAYNE
15	NOACK	CAROL	22	MOENS	BEATRICE
15	PETTEY	MARIANNE	22	MOENS	GREGORY
15	STENLUND	MARY	22	STEENO	JEAN
15	WILKEY	CAROL	22	JAHN	MARILEE
15	GOWER	LARAE	23	CUMBERS	MARY
16	MALINSKI	DEBRA	23	DARMODY	LINDA
16	FRITZ	JOYCE	23	HOHENSTEIN	GAIL
16	GRUNWALD	MARGUERITE	23	SALEMI-BAETEN	SUSAN
16	HUEBNER	ELLEN	23	SCHNEIDER	MARY
16	TORRESANI	JOYCE	23	SCHWARTJE	MARIANNE
16	ZELLER	BARBARA	23	THIE	KRISTINA
16	MANNING	CAROL	23	JOHNSON	KATHLEEN
17	DENEYS	JAN	24	FRANCOIS	CARL
17	TESKE	NORMA	24	HERMAN	PATRICIA
17	VUILLEMIN	KAREN	24	OSTERTAG	JOY
17	WILTING	MARY	24	PETERS	CARYL
17	WOZNIAK	CATHY	24	SCHWAUDER	DONALD
17	WOZNIAK	BOB	24	WEIDNER	NANCY
18	BASTEN	PAT	25	DRAKE	CINDY
18	DAHLKE	NANCY	25	HEIM	DONNA
18	GIBSON	MARY	25	HRUBESKY	JUDY
18	JANOWSKI	SHIELA	25	JACQUE	MARY JO
18	JANUS	JOYCE	25	WATTS	MARY
18	KRAWCZYK	JUDY	25	YATES	BILL
18	LEDVINA	CAROL	25	VANDE LOGT	MARY KAY
18	HENDERSON	BOB	25	HOLDA	SHARON
18	WARTENBERG	BOB	26	ALGER	PENNY
18	REIMER	JOAN	26	FRUZEN	MARY
19	BLAKESLEE	PENELOPE	26	GELLIN	MARY JO
19	BOUCHER	RITA	26	LANDRY	JUDITH
19	ERICKSON	ANDREA	26	SIMAC	CAROL
19	FREDRICKSON	CAROL	26	WRAY	DAVE
19	MORGAN	GLORIA	27	VANDENACK	MARY
19	SASMAN-PERRY	CHERYL	27	KING	JOY
19	SLATER	DANIEL	27	PRUE	LORRAINE
20	BOWERS	GERALDINE	27	O'MALLEY	KARINA
20	CRAWFORD	JANICE	28	BRUSEWITZ	KELLY
20	ENGSTROM	CHRIS	28	CURRO-KINARD	JANE
20	NEWLIN	ROSALIE	28	JUBERT	CAROL
20	PUZA	GREG	28	ROBERTS	LUCILLE
20	KASSNER	FRANCES	28	SCHLEY	KAREN
21	BARNICA	RAMONA	28	SMITH	DAWN
21	BLOHOWIAK	DON			
21	PARFITT	KAREN			
21	SEVCIK	MARY			
21	VAN DEURZEN	BEVERLY			

<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>
29	AXELSON	PEG	36	BARRINGTON	STEPHANIE
29	KING	ANNETTE	36	HUETTER	HELEN
29	KING	ELIZABETH	36	TURNER	KATHLEEN
29	LEPAK	KATHLEEN	36	VAN DALEN	ROSEMARY
29	MARTYNSKI	AMY	36	BARRINGTON	RAY
29	PATTERSON	JOHN	36	POPP	SANDRA
29	WENNINGER	GAIL	36	STEIN	ELIZABETH
29	JANSSEN	DIANE	37	BOROWITZ	ROSEMARY
29	BRAMSCHREIBER	DEAN	37	GENTZ	BETTY
29	BRAMSCHREIBER	ANN	37	GERMAINE	KATHY
29	BRITZ	CHRISTOPHER	37	KORNAUS	NANCY
29	ZEPNICK	KRISTI	37	SMITS	MARLENE
30	GRIDLEY	BETH	37	WRIGHT	DOLORES
30	KURTZ	BEVERLY	37	NIGHORN	BRIAN
30	MC MAHON	CAROLINE	38	HARTZHEIM	ESTHER
30	MC MAHON	WAYNE	38	HENDERSON	ELAINE
30	PLANT	JACQUELINE	38	PARADISE	PATTY
31	COTTER	TINA	38	RECKELBERG	HERMAN
31	JANSSEN	LILY	38	SHERMAN-KALCI	JEAN
31	JOLIN	MERLE	38	WAYTE	PATRICIA
31	LEWIS	KAY	38	KOBES	MAGDALINE
31	PLINER	GINNY	38	STE. MARIE	JEANINE L.
31	VOGEN	LINDA	38	ROUSSEAU	KAREN
31	WEISENSEL	DARLENE	39	BIEDA-KYLES	CAROLYN
31	BRICKMAN	MARY	39	BUTH	MARIE
32	GOSZ	JO ANN	39	FLATEN	PEGGY
32	MOLITOR	KAREN	39	MONTGOMERY	LINDA
32	PLUMMER	BARBARA	39	REINKE	JANET
32	SETTE	TRACY	39	CROWLEY	CATHERINE
32	EDGES	CAROL	39	JOHNSON	NAOMI
32	NYLUND	GERALDINE	40	DUFRESNE	ELLEN
33	LEU	RICHARD	40	HANSEN	DONNA
33	LEU	NANCY	40	LAHEY	BARB
33	LEWIS	SUE	40	MAAS	PEGGY
33	WOCHENSKE	ROSEMARY	40	SINKEWICZ	COLLETTE
33	NOVITSKI	MAXINE	40	STOECKIGT	RUTH
34	BECKER	TERRY	40	KORNOWSKE	DONNA
34	CLINE	EILEEN	41	DOBRATZ	JAMES
34	COLEMAN	GARY	41	DOBRATZ	MARY ANN
34	POWLESS	SHARON	41	MILLHISER	PEG
34	POWLESS	LLOYD	41	MILLHISER	FRANK
34	TOZIER	MARY	41	STOEHR	RUTH
34	LUEBKE	WAYNE	41	VER KUILEN	KATHRYN
35	BUBLITZ	MARY JANE	41	DIERBERG	BIRGIT
35	FARRELL	JULIA	42	DUFANO	MARY ANN
35	LEMERE	STACY	42	KORBISH	DONNA
35	NARANACE	CHARLENE	42	MARKOWSKI	MILDRED
35	LANGE	NANCY	42	MEYER	JERRY
35	JENSEN	PAT	42	WARD	MARCIA
35	VAN STRATEN	NANCY	42	WILSON	JEAN
35	WINKLER	BARBARA	42	ZEUSKE	RANDY
			42	WALKER	MARGARET

<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>WARD</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>
43	MC ALLISTER	VI	46	ABEL	LYNN
43	MC ALLISTER	ROD	46	DENNIS	BARBARA
43	O'CONNELL	JULIE	46	KURTH	RAMONA
43	PHILLIP	DON	46	KURTH	LISA
43	PHILLIP	JUDY	46	RINCON	EDWARD
43	TINGLEY	LINDA	46	RUNGE	BETTY
43	WISKOW	TOM	46	HURLEY	SCOTT
43	Hill	Arthur	46	WELTY	LOIS
43	CHRISTIANSEN	LYN	46	SAUER	MARGARET
44	BEHNKE	JOAN	47	GUSTAFSON	ILENE
44	HOMME	ELIZABETH	47	PORTER	TERRY
44	JAKLIN	CAROLLE	47	ROESER	MERIBETH
44	LAWYER	DENNIS	47	SCHROEDER	MARSHA
44	LAWYER	ROSALIE	47	ARENDT	BETTY
44	LAWYER	KAREN	47	BUTKOVICH	PAUL
44	O'LEARY	CAROLE	47	BUTKOVICH	LOIS
44	VANDER WEGAN	ROGER	47	GRIGG	PAULA
44	VERTZ	GRACE	47	HEDTKE	JANET
44	HICKEY	PATRICIA	47	VAILE	JOANN
44	RHYNER	NANCY	47	VANDERPERREN	CATHERINE
44	BROUCH	MARJORIE	47	VANDERPERREN	RAY
44	RINGSRED	TOM			
45	BUCHHOLZ	BEATRICE			
45	HARP	ARLENE			
45	HARRISON	KRIS			
45	LOVLIN	CARL			
45	STEFFEL	MAUREY			
45	TESKE	MERCILLE			
45	HARTWIG	BARBARA			

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

Request by Ald. Steuer to see the permission to park on-street overnight up to a maximum of twelve times per year.

Application for a Tree & Brush Trimmer License by Big Boy's Landscape & Snow Services, LLC.

LAW DEPARTMENT

Request by Ald. Boyce for research on options to prohibit overnight parking of occupied vehicles and trailers in downtown parking lots, with presentation of options to Protection & Welfare Committee, with possible action.

REPORT OF THE GREEN BAY PLAN COMMISSION
December 17, 2013

The Green Bay Plan Commission, having met on Monday, December 9, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the conditional use permit authorizing 52 units of supportive housing for veterans and for buildings that exceed the height limitation in a Public Institutional (PI) District located in the 2900 block of Saint Anthony Drive. The amendment extends the life of the conditional use approval for an additional 12 months. The previously established conditions of approval continue to apply.
2. To receive and place on file the request to rezone 117 N. Ashland Avenue from Low Density Residential (R1) to General Commercial (C1) and to rezone 107-109 N. Ashland Avenue from Highway Commercial (C2) to General Commercial (C1). Referred back by City Council on June 18, 2013.
3. To deny 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.
4. To amend the Planned Unit Development (PUD) for modified signage at 2926 Finger Road, subject to the draft PUD amendment.
5. To create a Planned Unit Development (PUD) for a single-family development as part of The Preserve, located in the 100 to 300 Block of North Huron Road, subject to:
 - A. The draft Planned Unit Development (PUD)
 - B. Approval of The Preserve subdivision plat within one year of the adoption of the draft PUD.
6. To repeal and recreate Chapter 13-1300 to be compliant with the regulations of NFIP 60.3(d), and the adoption of 2 revised FIRM panels, submitted by the Green Bay Planning Department, subject to:
 - A. Adoption of the draft WDNR model ordinance
 - B. The retention of the current language regarding grading standards and requirements for submittals to the Zoning Board of Appeals
 - C. Adoption of the affected FIRM map panels: 55009C0142G and 55009C0144G.
 - D. The staff further investigating the ability for the City to retain its basement exemption as part of the current ordinance
7. To approve the following 2014 Business Improvement District (BID) Board members as recommended by the Mayor.
 - A. For Military Avenue: Joe Mongin, Dan Burich, Anndrea Gauger, Adam Kersten, Ken Davister, Greg Polocheck, and Wendy Townsend.
 - B. For On Broadway, Inc: Marta Mezo, Alex Galt, and Stephanie Bruss

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
December 17, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, December 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve sale, development agreement as amended, and related documents with AHM Inc. (copies attached) for redevelopment of the Clarion Hotel property subject to legal and technical changes.
2. To approve the term sheet for the Hotel Northland project (copy attached).

TERM SHEET
Clarion Hotel Redevelopment Project
200 Main Street

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

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

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

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

4a

4. Following City Council authorization of this term sheet, a development agreement consistent with the terms and conditions herein shall be executed by the Redevelopment Authority, Mayor, and Clerk subject to legal and technical changes.
5. Developer Equity - Not less than 10% of total project cost.
6. Development Description.
 - a. Development cost – Project to be no less than \$5,300,000 investment into the property, excluding acquisition costs. Project to include, without limitation, rehabilitation and upgrade of a 146 room, five-story hotel building; first floor lobby, or related hospitality services. Once completed, the hotel will be a Hilton or IHG flag (quality of a Marriott Courtyard or Hampton Inn) subject to franchise approval.
 - b. Parking to be addressed as part of the site plan approval process.

DEVELOPER:
AMERICAN HOSPITALITY
MANAGEMENT, INC.

CITY:

Fredrick W. Kindell, Vice President

James J. Schmitt, Mayor

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY:

Kris A. Teske, City Clerk

Harry Maier, Chairman

P. Robert Strong, Secretary

EXHIBIT "A"

4c

EXHIBIT "B"

PURCHASE AGREEMENT
Clarion Hotel

THIS PURCHASE AGREEMENT (the "Agreement"), is made and entered into by and between American Hospitality Management, Inc., ("Buyer") and the City of Green Bay and Redevelopment Authority ("Seller") as of the date this Agreement has been signed by both Buyer and Seller.

W I T N E S S E T H :

WHEREAS, Seller is the owner of certain real property hereinafter described, which Buyer is interested in purchasing on the terms and conditions hereinafter set forth;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller on the terms hereinafter stated all of Seller's right, title and interest in and to the following described property (all of which is collectively referred to herein as the "Property"):

1.1 Land. That real property located at 200 N. Main Street, in the City of Green Bay, County of Brown, State of Wisconsin, Parcel No. 12-164, with all easements, rights-of-way, and rights appurtenant thereto (the "Land").

1.2 Personal Property. All of the personal property and equipment located within the Improvements as of the date of Closing and belonging to Seller (the "Personal Property").

1.3 Service Contracts. All of those certain contracts to provide services to the Property described in Section 5.2(c) to which Buyer does not object (the "Service Contracts").

1.4 Plans and Specifications. All plan, specifications, test results, architectural drawings, engineering studies and other documents pertaining to the Improvements or Land.

ARTICLE II

PURCHASE PRICE

Subject to the adjustments and prorations described in Article III below, the total purchase price to be paid by Buyer to Seller for the Property is the amount of two million seven hundred thousand dollars and no cents. (\$2,700,000.00) (the "Purchase Price"). The Purchase Price shall be paid in the following manner:

2.1 Earnest Money. One hundred thousand dollars and no cents (\$100,000.00), in the form of Buyer's check, shall be deposited with the Title Company (the "Title Insurer"), as escrow holder, as earnest money no later than five days after the date of this Agreement. If the purchase and sale under this Agreement closes, then the earnest money shall be applied to the Purchase Price. If the purchase and sale under this Agreement fails to close due to the failure of any contingency under Article V to be either satisfied or waived within the time allotted therefor, Buyer shall be entitled to a refund of all earnest money as liquidated damages and not as a penalty. If, however, such purchase and sale fails to close after all of the contingencies set forth in Article V have been removed or waived, then Seller shall be entitled to the earnest money as liquidated damages and not as a penalty.

2.2 Payment of Remainder. On the Closing Date, Buyer shall pay to Seller the remaining amount of the Purchase Price, subject to the adjustments and prorations set forth in Article III hereof, in the form of a certified check drawn on a bank acceptable to Seller or wired funds. Funds delivered by wire transfer shall be deemed to be delivered only when Seller's bank has given Seller written or telephonic notice that such funds have been received and deposited into Seller's account.

ARTICLE III

ADJUSTMENTS AND PRORATIONS

The Purchase Price shall be adjusted at Closing (hereinafter defined) on the following basis:

3.1 Property Taxes. Seller shall pay all real and personal property taxes for the year preceding Closing and prior years. Real and personal property taxes levied for the year of Closing shall be prorated on a daily basis to the Closing Date using the actual real and personal property taxes levied for the year of Closing, and Buyer shall receive a credit to the Purchase price at Closing for Seller's pro rata share. If the actual tax levy is not known at the time of Closing, Buyer and Seller shall prorate the real and personal property taxes for the previous year. If the Property or any portion of the Property is part of a larger tax parcel, the real and personal property taxes shall be further prorated, based upon the ratio of the total square footage of the Property to the total square footage of such tax parcel.

3.2 Adjustment in Year Following Closing. Upon receipt of the tax bill for the year of Closing, the tax proration shall be adjusted on the basis of the actual real and personal property taxes levied for such year. The party who has underpaid its share of the taxes for the year of Closing under this proration shall pay the deficiency, and the party to whom such deficiency is owed may offset such deficiency against any amounts owed to the other party.

3.3 Special and Area Assessments. Seller shall pay all special and area assessments for work actually commenced, completed, or levied prior to the date hereof. Buyer shall be responsible for all other special and area assessments and for all connection or interceptor charges payable to any utility or municipality as a prerequisite to obtaining any sanitary or storm sewer, gas or electrical service not now provided to the Property.

3.4 Utilities. Seller shall pay all metered utility charges, including charges for sewer, electricity, gas and water on the basis of the meter readings taken as of the Closing Date or as soon thereafter as such meters are read.

3.5 Fuel. Buyer shall reimburse Seller for any unused fuel remaining on the Property.

3.6 Recording Fees. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded in order to cause title to the Property to be in the condition called for by this Agreement.

3.7 Transfer Taxes. Seller shall pay the Wisconsin Real Estate Transfer Fee.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

This Agreement is entered into by Buyer on the representations and warranties of Seller set forth below, upon which Buyer has relied and without which Buyer would not have entered into this Agreement. All such representations and warranties are conditions of this Agreement and each goes to the root of the Agreement. Each is true as of the date hereof, and shall be true on the Closing Date and shall survive the Closing. Buyer may waive in writing any or all of these representations and warranties, which are as follows:

4.1 Authority. Seller has complete power and authority to sell, transfer and convey the Property to Buyer, and that person (or those persons) signing below on behalf of Seller personally warrant that they have the authority to act as Seller's agent or agents in the sale, transfer and conveyance of the Property to Buyer.

4.2 Good Title. The Property shall be, on the Closing Date, subject to no easements, rights-of-way, liens or other encumbrances of any nature excepting the exceptions set forth on Exhibit B attached hereto and made a part hereof. All other liens and encumbrances (except for those that may be waived by Buyer pursuant to Article VI) shall be discharged by Seller, at Seller's expense, at or prior to the Closing. All exceptions set forth on Exhibit B and all exceptions waived by Buyer pursuant to Article VI are referred to in this Agreement as "Permitted Exceptions."

4.3 Personal Property. Seller has power and authority to sell, transfer and convey the Personal Property to Buyer. The Personal Property shall be, on the Closing Date, free and clear of all liens, claims or encumbrances, shall be fully paid for and shall be located on the Property on the Closing Date.

4.4 No Prior Right to Purchase. No person has any option, right of first refusal or similar right to purchase all or any portion of the Property.

4.5 Property Physically Suitable for Contemplated Use. The Property is serviced by water, sewer, gas, electric, telephone and drainage facilities which are connected and operational and which have been, and are, adequate to service the Property as a hotel, all such facilities have

been paid for in full, and all levies, impost fees and charges of any kind whatsoever levied by the municipal or other governmental authority or public utilities commissions have been paid in full.

4.6 Laws Regulating Contemplated Use of the Property. The use and operation of the Property as a hotel at Closing will be in full compliance with applicable zoning, land use, environmental (including without limitation the Comprehensive Environmental Response Compensation and Liability Act and the Resource Conservation and Recovery Act) or other laws, and private deed restrictions. Seller has received no notice of any change contemplated in any applicable law, ordinances or restrictions or any judicial or administrative action, or any action by adjacent land owners which would prevent, limit, impede or render more costly, such use and operation, excepting, however, for normal increases in real estate taxes.

4.7 Ingress and Egress. All means of ingress and egress from the Property have been constructed and are presently being used in compliance with the regulations and requirements of all government authorities having jurisdiction.

4.8 No Outstanding Orders Regarding Utilities. No alterations, repairs, improvements or other work have been ordered or directed to be done or performed to or in respect of the Property or any part thereof or to the sewage containment and disposal system, if any, well, plumbing, heating, sewer (storm and/or sanitary), if any, water, electrical or other mechanical systems comprising part thereof, by any court or municipal, state or other competent authority which has not been complied with to the satisfaction of such authority.

4.9 No Outstanding Orders Regarding Condemnation; Compliance With Building and Use Restrictions. No notice or order has been received or remains outstanding from any municipal, state or other statutory authority or board of fire underwriters or court advising of any defects in construction of the Property or any installations therein, or relating to noncompliance with any building restrictions, zoning ordinance or other regulation or ordinance or relating to any threatened or impending condemnation or expropriation; and to the best of Seller's knowledge, information and belief, no such defect or noncompliance exists. The Property shall be conveyed free and clear of any such defects or noncompliance. Seller hereby authorizes Buyer to make any searches Buyer deems necessary for notices and orders.

4.10 Financial Information: None of the financial information furnished by Seller or any of its representatives in connection with the execution, delivery, and closing under this Agreement shall be materially false or misleading or contain any material misstatement of fact or omit to state any material fact required to be stated to make the statements therein not misleading.

4.11 No Encroachments. All buildings and other improvements upon the Property are within the boundary line of the Property, are within any setback lines applicable to the Property and do not encroach on any area which is the subject of an easement; and there are no encroachments upon the Property.

ARTICLE V

CONTINGENCIES

Seller and Buyer agree that the performance of the obligations herein set forth are specifically contingent upon the satisfaction and performance of each of the following conditions:

5.1 Parties shall enter into a Development Agreement prior to Closing consistent with the terms and conditions contained in the Term Sheet attached as Exhibit A and herein incorporated by reference. Seller shall retain portions of the current property after Closing, which includes, but is not limited to, the meeting room space along with air rights and all related easements necessary for the Expansion of the KI Convention Center.

5.2 Purchase Money Loan. Buyer obtaining a written commitment, issued within sixty (60) days from the date of this Agreement and extending through the Closing Date, to provide a mortgage loan in the principal amount of Two million seven hundred thousand dollars and no cents (\$2,700,000.00) with an interest rate of not greater than _____ percent (_____%) on the unpaid principal balance thereof for a term of not less than (____) years, with monthly payments of principal and interest amortized over a _____ (____)-year period amortization schedule. In addition to the receipt of a written commitment as described above, and as an additional contingency to Buyer's obligation to perform, all conditions imposed by the mortgage lender upon Buyer's receipt of the loan principal must be met by Buyer or waived by the mortgage lender.

5.2 Inspection. Buyer's inspection and approval of the physical condition of the Property. (Seller reserves the right to have a representative present at the time of such inspection.) Buyer shall have thirty (30) days from the date of this Agreement to undertake such inspection, to become thoroughly familiar with the condition of the Property and to conduct such tests upon the Property as Buyer may reasonably deem necessary, including without limitation testing of groundwater, soils, subsoils and rock conditions, and to give notice to Seller of any adverse condition revealed thereby. All such activities shall be at Buyer's sole cost. Buyer shall indemnify, defend and hold Seller harmless from and against any and all expenses incurred by Seller including but not limited to reasonable attorneys' fees, costs and damages arising out of Buyer conducting any such tests, inspections, reviews or audits and damage done to or on the Property by reason of such activities.

5.3 Compliance with Regulatory Orders. Compliance of the Property, as of the Closing Date, with all federal, state and municipal laws, regulations, against or affecting the Property.

5.4 The Property Not Adversely Affected or Threatened. Subject to Articles VII and VIII, the Property, or any material part thereof, shall not have been and shall not be threatened to be materially adversely affected in any way as a result of fire, explosion, earthquake, disaster, accident, labor dispute, any action by the United States or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity or armed forces or act of God or public enemy.

5.5 Continued Validity of Representations and Warranties. The validity in all respects, as of the Closing Date, of each of the representations and warranties set forth in Article IV.

ARTICLE VI

TITLE

Seller shall furnish and deliver to Buyer for examination within thirty (30) days from the date of this Agreement a commitment for marketable title insurance on the Property issued by the Title Insurer, committing the Title Insurer to issue title insurance to the Property in the amount of the full Purchase Price, showing all liens, encumbrances and other matters of record, together with legible copies of all documents that appear as exceptions to title. Buyer shall have fifteen (15) days following delivery of such commitment, or thirty (30) days after the date of this Agreement, whichever is later, to deliver to Seller written notice of objection to the condition of title. If Buyer fails to deliver such notice by such deadline, then Buyer shall be deemed to have approved of the condition of title as shown by such commitment. Exceptions to title approved by Buyer hereunder shall be deemed to be Permitted Exceptions. If, within fifteen (15) days following delivery of Buyer's notice of objection, Seller is unable to cure such defects, buyer shall have the option either to:

- (a) Terminate this Agreement, in which case this Agreement shall be null and void, and Buyer shall be entitled to the expeditious return of its earnest money; or
- (b) Waive any defects of title and perform pursuant to terms of this Agreement, notwithstanding any defects in title.

All costs of providing such title commitment, and of issuing the title policy pursuant to such commitment, shall be borne by Seller and shall be paid at or before Closing.

ARTICLE VII

PHYSICAL DESTRUCTION

7.1 Seller Shall Bear All Risk Through Closing. Subject to this Article, Seller shall bear the risk of all loss or damage to the Property from all causes until the execution and delivery of the conveyance provided for herein. Seller shall promptly notify Buyer in writing of any loss or damage. Seller's notice to Buyer shall include a copy of any and all of Seller's insurance policies which would arguably cover the loss or damage and any adjustments or settlement offers provided by any insurer.

7.2 Seller Bound to Insure. Seller agrees to maintain fire and extended coverage insurance for the full replacement value of the Property between the date of this Agreement and the Closing.

ARTICLE VIII

CLOSING

The closing of the purchase and sale of the Property (the "Closing") shall be as follows:

9.1 Time and Place. The Closing shall take place no later than December 1, 2013, or upon such other date agreed to in writing by Buyer and Seller (the "Closing Date").

9.2 Seller's Obligations. At the Closing, Seller shall do the following:

(a) Deed. Execute, acknowledge and deliver to Buyer a warranty deed conveying title to the Property subject to the Permitted Exceptions.

(b) Affidavit Re: Construction Liens. Execute, acknowledge and deliver to Buyer an affidavit that there have been no improvements to the Property for six (6) months immediately preceding the Closing Date; or, if the Property has been improved within six (6) months immediately preceding the Closing Date, Seller shall deliver releases or waivers of all construction liens and lien rights executed by general contractors, subcontractors, suppliers or materialmen.

(c) Assignment of Warranties. Execute and deliver to Buyer an assignment or assignments assigning to Buyer all assignable guarantees and warranties, if any, issued or made in connection with the construction, improvement, alteration and repair of any improvements comprising a part of the Property, together with the originals of each such guaranty and warranty which Seller has in its possession. Seller does not warrant that any such guarantees or warranties exist.

(d) Licenses, Certificates. Deliver to Buyer copies of Seller's existing certificates of occupancy, licenses, permits, authorizations and approvals required by law and issued by governmental authorities having jurisdiction and copies of Seller's existing certificates issued by local board of fire underwriters (or other body exercising similar functions), if any, and the original of each bill for current real estate and personal property taxes, together with proof of payments thereof (if any of the same have been paid).

(e) Assignment and Assumption of Leases and Services Contracts. Execute and deliver to Buyer an agreement under which Seller shall assign, and Buyer shall assume, all of Seller's right, title and interest in and to and all of Seller's obligations under, the Leases and in and to the Service Contracts. Such agreement shall provide that Seller shall indemnify and hold Buyer harmless from and against any and all liability arising under the Leases and service Contracts including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances which occurred or existed during any period on or prior to the Closing Date, and that Buyer shall indemnify and hold Seller harmless from and against any and all liability arising under the Leases and Service contracts, including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances which occur or exist during any period following the Closing Date. Seller shall deliver to Buyer, together with such agreement, originals of all the Leases and Service Contracts.

(f) Bill of Sale. Execute and deliver to Buyer a bill of sale assigning and conveying to Buyer title to the Personal Property covered by this Agreement, free and clear of all liens and encumbrances.

(g) Wisconsin Transfer Tax Return. Execute and deliver to Buyer the Wisconsin Transfer Tax Return, together with a check made payable to the register of deeds of the county in which the Property is located in the amount of the transfer tax due.

(h) Closing Statement. Execute and deliver to Buyer a closing statement setting forth the Purchase Price, all adjustments thereto and all amounts paid at the Closing.

(i) Releases of Brokers. Deliver to Buyer executed releases from all brokers, agents, collectors or other persons claiming or having the right to claim any compensation or expenses that are owing or are to become owing, or that are now due and payable hereafter to anyone in connection with the negotiation of any leases and the obtaining of any tenants for all or any part of the Property or in connection with the rents payable thereunder.

(j) Delivery of Possession. Deliver possession of the Property to Buyer.

9.3 Buyer's Obligations. At the Closing, Buyer shall do the following:

(a) Delivery of Purchase Price. Deliver to Seller funds equal to the unpaid balance of the Purchase Price, as adjusted pursuant to Article III.

(b) Indemnification for Security Deposits. Execute and deliver to Seller an agreement to indemnify Seller and hold Seller harmless from and against any and all liability for any portion of the security deposits transferred to Buyer at the Closing pursuant to Section 3.8 hereof.

(c) Assignment and Assumption of Leases and Service Contracts. Execute and deliver to Seller a counterpart of the agreement described in Section 9.2(e).

(d) Closing Statement. Execute and deliver to Seller a counterpart of the agreement described at Section 9.2(i).

ARTICLE X

DEFAULT

If either party (the "Defaulting Party") fails to perform the Defaulting Party's obligations hereunder, the party claiming default (the "Non-Defaulting Party") shall make written demand for performance. If the Defaulting Party fails to comply with such written demand within ten (10) days after receipt thereof, the Non-Defaulting shall be entitled to its remedies hereunder.

ARTICLE XI

ASSIGNMENT

Buyer shall not at any time after the acceptance of this Agreement and before the closing of this transaction transfer and assign this accepted Agreement to any other person, firm or corporation without Seller's written consent.

ARTICLE XII

GENERAL PROVISIONS

12.1 Entire Agreement. This document contains the entire agreement between Buyer and Seller and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

12.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12.3 Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

12.4 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To Seller: City of Green Bay
Attention: Mayor Jim Schmitt
100 N. Jefferson St., Room 200
Green Bay, WI 54301

Redevelopment Authority
Attention: Rob Strong, Executive Secretary
100 N. Jefferson St., Room 600
Green Bay, WI 54301

To Buyer: American Hospitality Management, Inc.
Attention: Don Schappacher,
520 N. Main St., Suite 205
Cheboygan, MI 49721

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery. Either party may change

the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.

12.5 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

12.6 Time of Essence. Time is of the essence.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.9 Acceptance. If this Agreement is accepted, it shall not become binding upon Buyer until a copy of the accepted Agreement is personally delivered to Buyer or deposited, postage prepaid, in the United States mail, addressed to Buyer on or before September 23rd, 2013.

12.10 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

_____ (“Buyer”)

By: _____
Name: _____
Title: _____
Date: _____

_____ (“Seller”)

By: _____
Name: _____
Title: _____
Date: _____

_____ (“Seller”)

By: _____
Name: _____
Title: _____
Date: _____

**DEVELOPMENT AGREEMENT
CLARION HOTEL**

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"), **American Hospitality Management, Inc.**, a Michigan corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA and CITY own property (hereinafter the "Property") legally described on the attached Exhibit A hereto (Parcel no. 12-164) generally located on the Fox River and northwest corner of where Main Street and Adams Street intersect; and

WHEREAS, the Property was acquired for the purpose of expanding the KI Convention Center and inducing private enterprise to develop a quality hotel to complement the expansion thereby eliminating blighted conditions, create jobs and add to the tax base of the CITY; and

WHEREAS, the RDA/CITY will retain ownership and easement air rights of the Property to expand the Convention Center over Adams Street and connect with the Clarion; and

WHEREAS, DEVELOPER desires to purchase the portion of the Clarion Property not required for expansion of the Convention Center so that DEVELOPER may redevelop and renovate the Hotel to provide high quality hotel rooms in the vicinity of the KI Convention Center.

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

I. DEVELOPER SELECTION AND COMMITMENT. DEVELOPER is granted an exclusive right to develop the Property in accordance with this Agreement and upon execution of the Offer to Purchase attached as Exhibit B and herein incorporated by reference. DEVELOPER shall deposit with the CITY or RDA a non-refundable development fee in the amount of \$100,000.00 to secure these exclusive development rights. Upon closing of the property, this fee shall be credited towards the \$2,700,000.00 purchase price. If DEVELOPER does not commence construction as set forth in Section II.A., then DEVELOPER shall be liable for liquidated damages in the amount of \$200,000.00.

II. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. The DEVELOPER shall purchase the Clarion Hotel, located at 200 Main Street, Parcel No. 12-164, from the CITY and RDA for \$2,700,000.00. RDA or CITY shall retain title to the property, meeting room space, and easements for air-rights and other related property interests necessary for the KI Convention Center expansion, as described in Exhibit C. DEVELOPER shall remodel and rehabilitate the hotel (the "Project") on the Property, which shall be a five-story hotel building with 146 Hotel rooms, and shall include, but is not limited to, a first-floor lobby or related hospitality services. 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 January 31, 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 August 31, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. DEVELOPER shall renovate and upgrade the five-story hotel and its 146 rooms with a private investment of no less than \$5,300,000.00, excluding the purchase price of \$2,700,000.00. DEVELOPER shall invest no less than ten (10) percent of the total \$8 million Project costs.
- D. DEVELOPER shall obtain and maintain at all times a Hilton or IHG level flag, such as the quality of a Marriott Courtyard or Hampton Inn, subject to Franchise approval. DEVELOPER shall provide to the RDA evidence of an executed franchise agreement consistent with this Section and a description of renovations to be performed within three months of the execution of this Agreement.
- E. DEVELOPER shall have the right to enter into an agreement with the CITY for management of the City-owned boat docks located along the East shore of the Fox River north of the Foxy Lady dock.
- F. 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.
- G. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- H. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit D 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.
- I. 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.

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

- A. The RDA shall convey the Property for Two Million Seven Hundred Thousand Dollars and No Cents (\$2,700,000.00) after DEVELOPER provides to the RDA adequate proof that all

Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed.

B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:

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

C. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the CITY shall use its best efforts to support DEVELOPER'S zoning requests, if necessary, but cannot guarantee approval of any such requests.

IV. PROPERTY REVERSION. In the event the DEVELOPER fails to comply with any of the obligations set forth in Sections II. or VII., or any other DEVELOPER obligations in this Agreement, subject to any unavoidable delays, the Property and its Improvements shall revert back to the RDA at no cost and at which time this Agreement shall become null and void; however, the RDA's right of reversion shall be subordinate to the primary lender's interest in the Property. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the DEVELOPER's default.

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

V. PARKING.

- A. Parking shall be determined between the Parties as part of the Site-Plan approval process.

IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights, foundations and footings easements or any other easements necessary for the CITY and RDA to properly expand the KI Convention Center. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. DEVELOPER shall execute and grant CITY/RDA a temporary construction easement, attached as Exhibit D, which is incorporated herein by reference, to construct the KI Convention Center expansion. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

VI. ENVIRONMENTAL

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

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as

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

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER may transfer the Property only upon the prior written approval of DEVELOPER's primary lender and representative of the RDA, a copy of which shall be provided to the RDA at least 10 business days prior to any transfer. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate the Property consistent with Section II.D. of this Agreement. However, no assignment of rights and obligations under this Agreement or property transfer to an unaffiliated party may occur without the DEVELOPER's primary lender and a representative of the RDA's written consent and the unaffiliated party assuming all of the terms and conditions of this Agreement and in compliance with the notice requirements in this section. In the event a transfer occurs without meeting these conditions, the RDA/CITY may request or institute legal action for reversion of the property to the RDA 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. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this

Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

- G. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than January 1, 2014. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.
- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the 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.
- L. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case,

DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$6,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

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

IX. OTHER RIGHTS AND REMEDIES.

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

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

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or 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: American Hospitality Management, Inc.
Attention: Don Schappacher
520 N. Main St., Ste. 205
Cheboygan, MI 49721

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:

American Hospitality Management, Inc.

Donald R. Schappacher Sr., President

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

**EXHIBIT B
PURCHASE AGREEMENT**

DRAFT

EXHIBIT C
REQUIRED EASEMENTS FOR KI EXPANSION

1. Air Rights, Build Rights, Building Maintenance Access, Support, and Utility Easement Agreement.
2. Water Utility Easement
3. Right of Way Easement
4. Pedestrian Trail Easement
5. Ingress/Egress Vehicular Access Easement Agreement

DRAFT

**EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT**

DRAFT

**EXHIBIT E
CONCEPT PLAN**

DRAFT

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Easement Agreement is made and entered into as of this ____ day of _____, 2013 by and between American Hospitality Management, Inc., ("AHM") as Grantor, and the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation ("RDA") as Grantee, for themselves, their heirs, devisees, successors and assigns.

WITNESSETH:

WHEREAS, AHM is the owner of the property described in attached Exhibit A, which consists of a hotel and parking lot (the "AHM Property"); and

WHEREAS, RDA has proposed an expansion of the existing KI Convention Center, which is located at the real property described in the attached Schedule 1 (the "Existing KICC Property"); and

WHEREAS, the parties have determined the need for a temporary construction easement to construct the KI Convention Center expansion, which easement is described in the attached Exhibit B and shown as a cross-hatched area on the attached Exhibit C (the "Easement Area"); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its agents, contractors, or employees, an exclusive temporary construction easement to construct an expansion of the KI Convention Center. The use of the temporary construction easement shall be for the purposes of, but not limited to, construction of the KI Convention Center expansion as set forth in the Air Rights, Building Rights, and Building Maintenance Easement contained in Document No. _____, recorded on December __, 2013, ingress and egress of construction vehicles and contractors and related individuals, parking of construction related vehicles, placement and temporary storage of any and all construction materials, and any other necessary construction functions.
2. It is expressly understood and agreed that Grantee shall have the right to occupy and use the Easement Area for any construction related purpose commencing on the date of this Agreement and ending on August 31, 2015. Grantee shall have the option to extend this Agreement until August 31, 2016, upon thirty (30) day written notification to Grantor

Return this document to:
City Clerk - Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

See Exhibit A, Exhibit B, Exhibit C and Schedule 1 hereto

Parcel identification numbers (PINs)

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prior to August 31, 2015. This Agreement may be extended beyond August 31, 2016, by written agreement between the parties.

3. Grantee shall occupy and use the Easement Areas with the least inconvenience practicable to Grantor. It is the intention of the Grantee to construct improvements on AHM Property as set forth as depicted on Exhibit ____ (“Grantee’s Improvements”) and described in the Air Rights, Building Rights and Building Maintenance Easement contained in Document No. _____, recorded on December ____, 2013.
4. The Grantee shall have complete and sole discretion over the timing of the construction of the Grantee’s Improvements. The construction of Grantee’s Improvements shall be conducted in such a way as to cause the least disruption to or interference with access to the hotel or utility service to hotel during the construction process. Grantee shall use it best efforts to minimize disruption to Grantor’s hotel operations.
5. Grantee shall give notice to Grantor of Grantee’s representative who shall have general responsibility for the supervision, management and completion of Grantee’s Improvements, and to whom Grantor may direct all inquiries regarding Grantee’s Improvements and the scheduling of Grantee’s Improvements as provided for by this Agreement. Grantee’s initial representative for such purposes shall be _____, whose address is _____, telephone number is _____, facsimile number is _____, and e-mail address is _____.
6. Prior to the finalization of the Grantee’s construction plans and the commencement of construction, the Grantee shall submit a copy of the plans to the Grantor for the Grantor’s review.
7. The Grantee shall not be required to obtain Grantor’s prior approval to any aspect of the construction of the KI Convention Center expansion, modification to the Improvements, or change order unless the same will cause a violation of the restrictions contained in this Easement.
8. The Grantee shall cause the contracts entered into with the Grantee’s general contractor with respect to Grantee’s Improvements to include indemnity, defense and save harmless provisions covering Grantor, and its agents, employees, successors, assigns, against all claims for loss, liability, penalties, claims or demands of whatever nature, including reasonable attorneys’ fees and costs, arising out of, or with respect to, the performance of Grantee’s Improvements.
9. Grantee may, at any time following the completion of the initial improvements, and at its sole cost and expense, make additions, improvements, enlargements and alterations in and to the Grantee’s Improvements, including the right to increase or reduce the number of floors or levels of the structures, and Grantee may make substitutions and replacements for the same; provided, however, that to the extent that any such additions,

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improvements, enlargements or alterations would in any way affect the location or condition of the ingress or egress to and from the Hotel Parcel, or the uninterrupted use and enjoyment thereof for access or utility services by Grantee, its successors and assigns, and/or their respective Permittees, (a) Grantee shall design and conduct the construction of any such additions, improvements, enlargements, alterations, substitutions or replacements in a manner which minimizes or avoids the need for the alteration, relocation or substitution of, or the disruption of the use of the Hotel Parcel , (b) Grantee shall at all times provide to Grantor access to at least one of the following: Adams Street, Main Street, or Elm Street, sufficient for Grantor's access, unless otherwise agreed to by the parties and (c) all such additions, improvements, enlargements, alterations, substitutions and replacements shall comply with the requirements for the construction of the initial improvements specified in this Easement.

10. Upon the permanent removal of the expanded KI Convention Center, the then current owners of the AHM Property and the holders of the easements granted herein shall execute, deliver and record with the Brown County Register of Deeds' office such document or documents as may be necessary to effectively terminate this Easement Agreement so that the Easement Areas revert to the sole and exclusive benefit and use of the then current owner of the AHM Property.
11. This Easement Agreement shall be construed in a manner consistent with the maximum powers of the Parties. Without limiting the generality of the foregoing, reference is made to section 66.1333 (13), Wis. Stats., which authorizes a public body (including each of CITY and RDA) to provide property upon terms that it determines, for the purpose of assisting a redevelopment or urban renewal project, and to section 66.1333 (17), Wis. Stats., which provides that section 66.1333, Wis. Stats., shall be liberally construed to effectuate its purposes.

It is further understood and agreed that this grant shall run with the land and shall inure to the benefit of, and be binding upon, the legal representatives, heirs, devisees, successors, and assigns of the respective parties.

[Signature pages follow this page.]

458

Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation

Harry Maier – Chair

P. Robert Strong - Secretary

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Harry Maier – Chair and P. Robert Strong – Secretary known to be the persons who executed the foregoing instrument and acknowledged the same.

(Print or Type name of notary above)
Notary Public, _____ County, Wisconsin
My Commission Expires: _____

411

The City of Green Bay, a Wisconsin municipal corporation

James J. Schmitt – Mayor

Kris Teske – Clerk

STATE OF WISCONSIN)
) SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named
James J. Schmitt – Mayor and Kris Teske - Clerk to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: _____

This instrument was drafted by City Attorney Anthony S. Wachewicz III, City of Green Bay,
Wisconsin.

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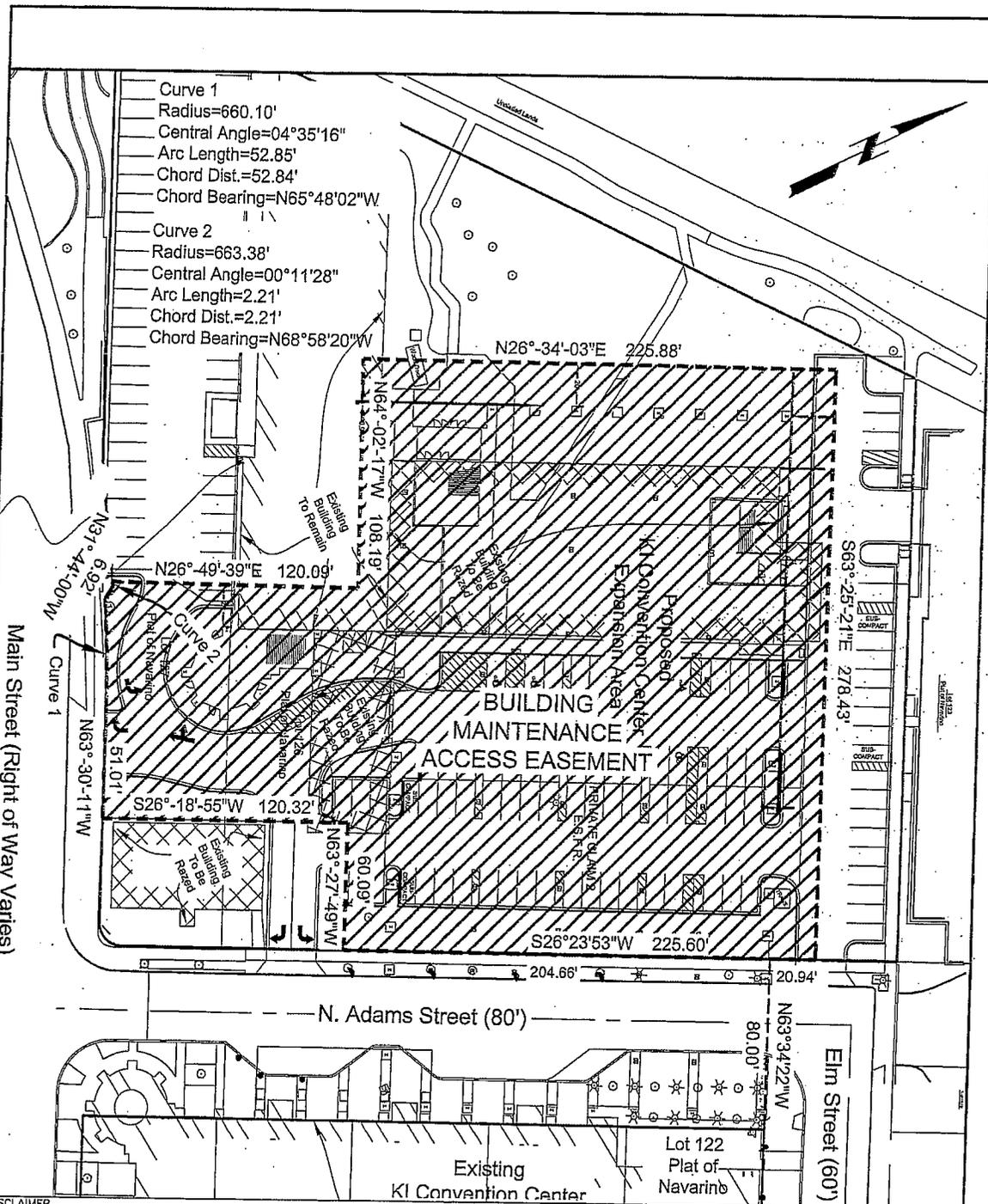
Exhibit A
DESCRIPTION OF AHM PROPERTY

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Exhibit B
DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

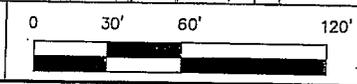
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Exhibit C



T:\Data\Bldg\Projects\Eng\K1Expansion\K1 Exp. Easement.dwg, BLDG MAIN Access Easement, 10/23/2013 4:21:17 PM
 Main Street (Right of Way Varies)

DISCLAIMER
 This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.



CITY OF GREEN BAY, WISCONSIN
 DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

BUILDING MAINTENANCE ACCESS EASEMENT

NO.	DATE	BY	SCALE

Handwritten: 4 m m

**SCHEDULE 1
TO
EASEMENT AGREEMENT**

Description of Existing KICC Property

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: 500 North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, Map No. 2670, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 11-114
Street Address: Elm Street

Parcel III: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711689, covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.76 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00" West 2.71 feet; thence South 25° 00' 00" West 40.95 feet; thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' 03" East 4.84 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet; thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

Parcel IV: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the

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City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 65° 00' 00" East 6.98 feet; thence South 25° 00' 00" West 20.45 feet; thence South 65° 00' 00" East 36.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 65° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 65° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 65° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 86° 02' 04" East 20.05 feet; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 65° 00' 00" West 13.10 feet; thence North 25° 00' 00" East 6.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.05 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 36' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet; thence North 65° 00' 00" West 50.99 feet; thence North 25° 00' 00" East 18.62 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

Parcel V: A non-exclusive easement for ingress and egress for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated August 10, 1999, and recorded August 11, 1999, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way) ALSO that part of the alley as vacated by the City of Green Bay

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resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; thence South 65° 00' 00" East 3.28 feet to the POINT OF BEGINNING; thence continuing South 65° 00' 00" East 7.89 feet; thence South 25° 00' 00" West 1.99 feet; thence South 65° 00' 00" East 1.91 feet; thence South 25° 00' 00" West 1.66 feet; thence South 65° 00' 00" East 22.59 feet; thence North 25° 00' 00" East 2.99 feet; thence South 65° 00' 00" East 3.78 feet; thence South 25° 00' 00" West 2.99 feet; thence South 65° 00' 00" East 3.32 feet; thence North 25° 00' 00" East 5.00 feet; thence South 65° 00' 00" East 8.30 feet; thence South 25° 00' 00" West 5.00 feet; thence South 65° 00' 00" East 3.20 feet; thence South 25° 00' 00" West 14.95 feet; thence North 65° 00' 00" West 50.99 feet; thence South 25° 00' 00" East 18.60 feet to the point of beginning.

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**TERM SHEET
HOTEL NORTHLAND**

THIS TRI-PARTY TERM SHEET made as of the ____ day of _____, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), and **FRANTZ COMMUNITY INVESTORS**, a corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, DEVELOPER desires to purchase the former Hotel Northland Property, 304 N. Adams Street, Parcel 12-78, (the "Property") so that DEVELOPER may redevelop and renovate the structure returning it a luxury boutique hotel consisting of 160 luxury hotel rooms, restaurant, fitness center/spa and/or other ancillary uses;

WHEREAS, the subject building is on the National Register of Historic Places and all renovations will comply with the historic preservation standards promulgated by the National Trust for Historic Preservation;

WHEREAS, the RDA owns a parcel of land adjacent to the Property, Parcel 11-2 (the "RDA Property") that is being transferred to the DEVELOPER as part of its overall contribution to the project;

WHEREAS, the target project commencement date is January 31st, 2014 with project completion on or before March 21st, 2015:

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

I. CITY/RDA COMMITMENTS. The CITY/RDA's financial commitment to the DEVELOPER, more fully described in Sections III and VI, is contingent upon the parties' mutual intent to return the Hotel Northland Property to a luxury boutique hotel in the range of \$27 - \$33 million of construction costs by March 21, 2015. The CITY/RDA reserves the right to withdraw CITY assistance if DEVELOPER makes significant deviations from the intended project scope and timeline are defined in these terms.

II. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. The DEVELOPER shall purchase the Northland Hotel Property, located at 304 N. Adams Street, Parcel No.12-78, directly from its current owner, Wisconsin Housing Preservation Corp. (WHPC). DEVELOPER shall extensively renovate and rehabilitate the hotel on the Property, an 8-story, 167,000 square foot structure to include up to 160 luxury hotel rooms and related services (the "Project"). The minimum required investment in the property shall be \$25 million, not including property acquisition. 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 January 31, 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.

488

- 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 March 21, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. DEVELOPER shall make a private investment of no less than \$1,000,000.00.
- D. DEVELOPER shall retain and maintain at all times a management company to oversee the day to day operations of the hotel. Said management company must be approved by the CITY/RDA. DEVELOPER shall provide to the CITY/RDA evidence of an executed management agreement consistent with this Section within three months of the execution of a Development Agreement.
- E. 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.
- F. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including site and building plans and obtaining applicable permits.
- G. 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.
- 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.

III. RDA PROPERTY TRANSFER. The following property transfer shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey the separately, RDA Property, to DEVELOPER after DEVELOPER receives CITY approval on the concept plan for Project and the CITY/RDA receives adequate proof that all Project financing and construction agreements are executed. The conveyance of RDA Property shall be by quitclaim deed. The DEVELOPER may not resell or lease this parcel for any use other than that shown in the concept plan.
- B. DEVELOPER shall have the right to undertake due diligence for RDA Property including the following to the DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the RDA Property.

2. Title insurance and ALTA survey review to be paid by the DEVELOPER.

C. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the CITY shall use its best efforts to support DEVELOPER'S zoning requests, if necessary, but cannot guarantee approval of any such requests.

IV. PROPERTY REVERSION. In the event the DEVELOPER fails to comply with any DEVELOPER obligations in this Agreement, subject to any unavoidable delays, RDA Property and its Improvements shall revert back to the RDA at no cost and at which time this Agreement shall become null and void.

V. PARKING.

A. The CITY will provide standard discounted parking within the City Parking System with preference at the Pine Street ramp to support the project. Parking rates shall be determined between the Parties as part of the Site-Plan approval process based on the number of stalls required.

VI. FINANCING.

A. The CITY shall provide the maximum amount of project-supported Tax Increment Financing (TIF) to the Project as determined by the CITY, subject to the following conditions: (i.) Developer closes on Property no later than December 31st, 2013, (ii) DEVELOPER secures a private loan commitment of at least \$19 million; (iii) DEVELOPER shows proof of personal cash equity of at least \$1 million; (iv) DEVELOPER successfully secures alternative financing adequate to complete the Project, that may include a combination of some or all of the following: historic preservation/rehabilitation tax credits, New Markets Tax Credits, any applicable grants, PACE, equity-shares, low interest bond financing, and/or any other funding to support an estimated \$27-\$33 million investment. The CITY's TIF participation will be limited to the amount necessary to fill any residual funding gaps after all other sources have been exhausted, but not to exceed \$2.5 million. DEVELOPER shall provide documentation that other funding sources/options have been exhausted prior to CITY expenditure of TIF funds. The CITY/RDA agree to further explore additional, alternative financing sources if project-related TIF is not adequate to meet any residual funding deficiencies including, but not limited to, a CD-RLF loan in an amount not to exceed \$500,000.00.

B. The CITY's Tax Increment Financing assistance shall be repaid through the new incremental property taxes generated by the Project. DEVELOPER will be responsible for making up any annual shortfalls where the final assessed value and associated tax revenues, fall short of the amount necessary to fully support the CITY's debt service. The CITY's Tax Increment Finance assistance and any annual shortfall shall be backed by the personal guarantee of the DEVELOPER.

C. The CITY/RDA shall disburse TIF funds on a pro-rata basis. After DEVELOPER documents complete expenditure of DEVELOPER equity, TIF monies may be drawn on a proportional basis along with DEVELOPER loan monies. Documentation sufficient to

the CITY/RDA showing draw downs of DEVELOPER private bank financing must be produced before CITY/RDA will authorize TIF draws.

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:

Frantz Community Investors

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

**EXHIBIT B
CONCEPT PLAN**

DRAFT

**REPORT OF THE
TRAFFIC COMMISSION
December 17, 2013**

The Traffic Commission having met Monday, November 18, 2013, considered all matters on its agenda and wishes to report and recommends the following:

1. That staff be directed to observe and adjust the signal timings at West Mason Street and Country Club Road to reduce traffic backups for southbound vehicles.
2. To establish a 1-WAY YIELD condition on Fred Street at Basten Street.
3. To establish a 1-WAY YIELD condition on Peters Street at Basten Street.
4. To establish a NO PARKING 8 AM TO 4 PM SCHOOL DAYS zone on the south side of Robinson Avenue from a point 600 feet east of Edgewood Drive to a point 130 feet west of Radinz Road.
5. To establish a NO STOPPING OR STANDING 8 AM TO 4 PM SCHOOL DAYS zone on the south side of Robinson Avenue from a point 130 feet west of Radinz Road to a point 35 feet east of Radinz Road.
6. To establish a NO PARKING 8 AM TO 4 PM SCHOOL DAYS zone on the west side of Robinson Avenue from a point 35 feet south of Radinz Road to a point 335 feet south of Radinz Road.
7. To remove the NO PARKING zone on the east side of Frank Street from a point 35 feet south of Rockdale Street to Rockdale Street.
8. To remove the NO PARKING zone on the south side of Rockdale Street from Frank Street to a point 35 feet east of Frank Street.
9. To establish a 2-HOUR 7 AM to 4 PM SCHOOL DAYS zone on both sides of Tilkens Street from Tommark Street to Spence Street.
10. To establish a 1-WAY YIELD condition on Square Terrace at Open Gate Trail.
11. To cancel the December 2013 meeting except for if the Chair decides to meet.

REPORT OF THE FINANCE COMMITTEE
December 17, 2013

The Finance Committee, having met on Tuesday, December 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the City Assessor for Adjustments for Personal Property Tax Bills for 2010 and 2011.
2. To receive and place on file the breakdown on how City TIF funds were spent in the last ten years.
3. A referral to the Redevelopment Authority for the list of the NeighborWorks Loans from Green Bay from the last ten years and show how many are satisfied.
4. To award the purchase of replacement ceramic tiles at the Resch Aquatic Center to the lowest acceptable bidder, Pool Works, Inc in the amount of \$15,419.
5. To award the purchase of a robotic pool cleaner to the lowest acceptable bidder, Carrico Aquatic Resources, Inc in the amount of \$11,950.
6. To receive and place on file the report of the Finance Director.

2013 Contingency Fund
\$44,500

6

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
December 17, 2013**

The Improvement and Service Committee, having met on December 11, 2013 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Shannon Miller to rescind the week control and unsightly growth charge of \$77.00 at 839 Dousman Street.
2. To approve the request by Charles R. Capelle to receive two (2) additional trash carts at 1668 Spruce Street.
3. To approve the request by Brian Van Duyse to receive one (1) additional trash cart at 2455 Wood Oaks Circle.
4. To approve the request by Tanya Sushkova for an exemption to §16.11(b)2, Green Bay Municipal Code, requiring the mandatory connection of a sump pump discharge to the City's storm sewer system at 804 Irvington Street, provided that a sump pit and a functioning sump pump, with piping discharging to grade, be installed.
5. To refer back to Department of Public Works staff the request by Ald. Danzinger to evaluate the need for additional street lights along Western Avenue between Taylor Street and Military Avenue to determine costs associated with relocation of one street light and uprating from 9,000 lumen to 14,000 lumen all lights from Perkins Avenue to Pine Terrace.
6. To approve the Camera Corner/Connecting Point parking lease agreement for 24 parking stalls at a rate of \$25 per stall per month, with a five year initial lease with allowance of two (2) 5-year extensions in Lot MM and authorize the Mayor and the City Clerk to sign.
7. To approve the 2014 Sanitary District rates.
8. To approve the 2014 Storm Water Utility rates as follows:

Monthly charge = \$5.87/ERU;
Yearly Charge = \$70.47/ERU.
9. To approve the report of the Purchasing Agent:
 - A. To approve the piggyback purchase of two (2) 2014 plow trucks off of the July 2013 awards for identical equipment, for a total amount of \$314,664.
10. To approve the request by T&M Collectables on behalf of Gary R. and Sandra K. Van Sistine for an Air Rights Easement to allow the installation of a flag-mounted sign above the S. Broadway right-of-way at 824 S. 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.

11. To approve the following Temporary Limited Easements (TLE):

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

Harpere, Inc Parcel 2	\$250.00	TLE
Richard A. Kime Parcel 3	\$250.00	TLE
North Trails Charity, LLC Parcel 6	\$250.00	TLE
Drake C Senn & Teresa L Biuzek-Senn Parcel 7	\$250.00	TLE
Feld Limited Partnership Parcel 49	\$250.00	TLE

12. To award contract FIRE STATION NO. 6 MECHANICAL SYSTEM REPLACEMENT AND REROOFING to the low, responsive bidder, B&P Mechanical Inc, in the amount of \$125,700.
13. To receive and place on file the verbal Director's Report on the recent activities of the Public Works Department.

REPORT OF THE PARK COMMITTEE

December 17, 2013

The Park Committee, having met on Wednesday, December 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request to authorize staff to proceed with the condemnation process at 1418 Lawe Street (Parcel 17-736) for the expansion of East River Optimist Park.
2. To authorize staff to accept the DNR stewardship grant to purchase Parcels 8-263, 7-670, and 7-668 located at 435, 501, and 525 St. George Street for the proposed East River Trail canoe/kayak launch.
3. To approve the request to authorize staff to obtain an appraisal and negotiate the sale of the property located at 517 St. George Street (Parcel 7-669) and to bring it back to Park Committee for final approval.
4. To authorize staff to accept the DNR stewardship grant to reconstruct the Fox River Trail from Main Street to the East River.
5. To authorize staff to accept the Environmental Protection Agency (EPA) Great Lakes Shoreline Cities Green Infrastructure Grant for the west-end parking lot at Bay Beach Amusement Park.
6. To receive and place on file the presentation of the 2013 Wildlife Sanctuary achievements.
7. To receive and place on file the Director's Report.

REPORT OF THE PERSONNEL COMMITTEE
December 17, 2013

The Personnel Committee, having met on Tuesday, December 10, 2013 considered all matters on its agenda and reports and recommends the following:

1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Evidence Technician - Police
 - b. Traffic, Signs & Marking Laborer/Leadworker – Public Works
 - c. Traffic, Signs & Marking Leadworker – Public Works
 - d. Engineering Aide – Public Works
 - e. Construction Inspection Manager – Public Works
 - f. Public Works Supervisor/Administrative Division – Public Works
 - g. City Sealer – Inspection
 - h. Plumbing Inspector - Inspection
2. To approve the request for out-of-state travel for Detective Fred Laitinen to attend National Fire Academy Training in Emmitsburg, Maryland from April 7-18, 2014.
3. To receive and place on file the report of routine Personnel Actions for regular employees.
4. To receive and place on file the update on labor negotiations.



PROTECTION & WELFARE COMMITTEE REPORT December 17, 2013

The Protection & Welfare Committee, having met on Monday, December 9, 2013 considered all matters on the agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Sladek to discuss increased enforcement of the ordinance prohibiting the placement of temporary signs in City street terraces.
2. To hold the request by Ald. Wiezbiskie to adopt a methodology to inform people in the areas that are in consideration for placement of sex offenders, so that they can arrange to offer their input. (Previously referred to staff.)
3. To hold the request by Ald. Tom De Wane to revise the sexual offender ordinance.
4. To deny the appeal by James L. Voss to the denial of his Operator License application (postponed from the November 11, 2013 meeting).
5. To approve the renewal application for a Direct Seller's Permit by Thomas Kulhanek. (Hot Dog Cart)
6. To approve the application for one of ten available "Class B" Combination Liquor Licenses by Anduzzi's East Green Bay, LLC at 900 Kepler Drive, with the approval of the proper authorities.
7. To approve the application for a "Class B" Combination License by KGB-Inc. at 1647 Cass Street, with the approval of the proper authorities. (Transfer from Fan-Addicts)
8. To approve the application by Abarroteria Lempiras LLC to transfer their Class "A" Beverage License from 1822 Main Street to 1740 E. Mason Street, with the approval of the proper authorities.
9. To deny the appeal by Ruben Haro to the denial of his Operator License application.
10. To postpone until the next meeting the appeal by KB Properties, LLP to the chronic nuisance citation issued at 718-720 Bodart.
11. To adopt the draft ordinance of the Green Bay Municipal Code relating to air pollution based on preemption by the State of Wisconsin.



12. To hold the request by staff to amend Section 6.38 of the Green Bay Municipal Code regarding lobbyist registration to clarify the definition of "lobbyist".

GENERAL ORDINANCE NO. __-13

AN ORDINANCE
REPEALING CHAPTER 20,
GREEN BAY MUNICIPAL CODE,
RELATING TO AIR POLLUTION CONTROL,

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

SECTION 1. Chapter 20, Green Bay Municipal Code, is hereby repealed.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

Jlm

DATE

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

December 17, 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

Allen, Ray D	Merkes, Jennifer L
Burhite, Jason E	Mroch, Amanda L
Campbell, Clark R	Mueller, Haily R
Chereska, Steven E	Quintas, Rachel A
Coffen, Lisa K	Santos, Jazmin
Coleman, Jessica M	Schmanck, Samantha L
Cox, Aaron J	Slaght, Nicholos R
Dessart, Shawn D	Smith, Amanda R
Desten, Nicole M	Smith, Steven L
Diaz, Lori J	Stadler, Renata
DuFrane, Sarah L	Terrien, Lynn B
Enderby, Ashley M	Tindale, Andrea J
Engels, Travis M	Treankler, Amber L
Erickson, Scott J	Van Straten, Allison M
Feldhausen, Elizabeth M	Vanseth, Christiana M
Francar, Samantha RK	Vaughan, Sharon M
Hanback, Jodie L	VerHaagh, Noel TJ
Harbick, Brittany S	Verville, Danielle M
Homsher, Karen J	Wauters, Amy L
Hootman, Jennifer R	WeidenhamerAlexander, Jeffrey
Jensen, Adrianna T	Wesener, Eileen M
Johnson, Melissa A	Whippler, Ella M
Karlen, Tiffany L	
Katla, Norah B	
La Brec, Angela S	
Lindsley, Julie A	
Lotten, Andrea E	
Martens, Megan E	
Mattson-Cavazos, Shannon	
McGuire, Karrie L	
Mercado Perez, Pablo G	

