AGENDA OF THE COMMON COUNCIL

TUESDAY, May 20, 2014, 7:00 P.M.
COUNCIL CHAMBERS
ROOM 203, CITY HALL

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the May 6, 2014, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

PUBLIC HEARINGS

General Ordinance No. 10-14
An ordinance amending Chapter 13-605(c)(5) of the Code relating to remnant parcels.

General Ordinance No. 11-14
An ordinance amending Chapter 13, Table 6-2, of the Code relating to lot dimension and setback requirements in residential districts.

REFERRAL OF PETITIONS & COMMUNICATIONS

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

   Late communications.

REPORTS FOR COUNCIL ACTION

2. Report of the Economic Development Authority.

3. Report of the Plan Commission.

4. Report of the Finance Committee.

5. Report of the Improvement & Service Committee.

6. Report of the Park Committee.

With respect to Item #5, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

7. Report of the Personnel Committee.

8. Report of the Protection & Welfare Committee.

With respect to Item #11, the Council may convene in closed session pursuant to Section 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

8-I. Report of the Protection & Welfare Committee granting Operator Licenses.

RECEIVE & PLACE ON FILE

Municipal Court Report for April, 2014.

Building Permit Report for April, 2014.

Green Bay Balance Report for April, 2014.

RESOLUTIONS

9. Resolution drawing final orders.

10. Resolution approving air rights easement at 119 N. Broadway.

11. Resolution approving air rights easement at 335 N. Washington Street and the 100 block of City Deck Court.

12. Resolution approving the rental agreement for Ronald L. Smits for 24 parking stalls in Lot BG.

13. Resolution approving Foxy Lady Cruises 2014 Docking Agreement.

14. Resolution adopting the Memorandum of Understanding regarding the sale of water to the Village of Wrightstown.

15. Resolution adopting the Green Bay Park, Recreation, and Open Space Plan 2014-2019.

ORDINANCES - FIRST READING

16. General Ordinance No. 12-14
An ordinance amending Section 29.208 of the Code relating to parking regulations.

17. General Ordinance No. 13-14
An ordinance amending Chapter 13 of the Code regarding the regulation of solar energy systems.

18. Zoning Ordinance No. 5-14
An ordinance amending Zoning Ordinance No. 12-11 to expand the brewing operation at 990 Tony Canadeo Run for Badger State Brewing Co., LLC, and the elimination of off-premise signage.

19. Zoning Ordinance No. 6-14
An ordinance creating a Planned Unit Development for a minor and major auto repair at 1253-1257 West Mason Street.

ORDINANCES - THIRD READING

20. General Ordinance No. 10-14
An ordinance amending Chapter 13-605(c)(5) of the Code relating to remnant parcels.

21. General Ordinance No. 11-14
An ordinance amending Chapter 13, Table 6-2 of the Code relating to lot dimension and setback requirements in residential districts.

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.

CITY OF

GREEN BAY

1854

Titletown, USA

APPENDIX OF SUPPLEMENTAL INFORMATION

FOR COUNCIL MEETING

OF TUESDAY, MAY 20, 2014

7:00 P.M.

PETITIONS & COMMUNICATIONS

FINANCE COMMITTEE

Request by Ald. Moore that the City work with the Finance Director to expand TIF 10 to include the vacant K-Mart, Cub Foods and the East Town Mall and bring a recommendation to the involved Committees.

IMPROVEMENT & SERVICE COMMITTEE

Application for a Concrete Sidewalk Builder's License by E. Korowski Construction.

PROTECTION & WELFARE COMMITTEE

Request by the owners of JD's Bar, 715 S. Broadway, to hold outdoor events on **June 14,** July 26, and September 20 and 27.

Applications for available "Class B" Combination Licenses by the following:

A. JACB, LLC at 500 N. Baird Street (previously a reserve license)

B. Fourth Down, LLC at 308 Pine Street

Request by the owners of LosBanditos, 2335 W. Mason Street, to include a front patio area as part of their licensed premises.

Request by the owner of Sandra's Cafe, 1212 Marine Street to include the deck in front of their building as part of their licensed premises.

Appeal by Timothy Micolichek Jr. to the denial of his Operator License application.

REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING

May 20, 2014

The Economic Development Authority having met on Wednesday, May 14, 2014 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve payment for two way finding signs that were repositioned on Highway 43.

2. To approve a farm lease with Bob Borlee for 4.11 tillable acres located on the corner of Finger Road and Grandview Road in the I-43 Business Center for $50 per acre with a renewal date of 12/31/16.

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REPORT OF THE GREEN BAY PLAN COMMISSION
May 20, 2014

The Green Bay Plan Commission, having met on Monday, May 12, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To deny a Conditional Use Permit (CUP) for a Transient Residential use located at 1804 South Ridge Road.

2. To approve a Planned Unit Development (PUD) at 1253-1257 West Mason Street to permit a minor and major auto repair, submitted by Barry Muller, Dreamworks Auto & Truck Accessories Commercial Auto Body & Paint, subject to the draft PUD amendment.

3. To approve a request to amend a Planned Unit Development (PUD) for an expansion of the Badger State Brewing Co., LLC, 990 Tony Canadeo Run, submitted by Andrew Fabry, Badger State Brewing Co., LLC, subject to the draft PUD amendment.

4. To approve a request to amend Chapter 13 regarding the regulation of solar energy systems, submitted by Jesse Michalski, Eland Electric, subject to the draft ordinance.

REPORT OF THE FINANCE COMMITTEE
May 20, 2014

The Finance Committee, having met on Wednesday, May 14, 2014 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the election of Ald. Guy Zima as Committee Chair and Ald. Andy Nicholson as Committee Vice-Chair.

2. To hold for 30 days the request by Ald. Sladek regarding how Council is advised of and how approval action is taken upon items funded through issuance of bonds promissory notes.

3. To receive and place on file the request by the Fire Chief for a potential functional consolidation with De Pere Fire Department.

4. To approve the request by the Department of Public Works Director for authority to award contracts Sidewalks 2014 and Pavement 1-14, and report the award of the contracts at the next regularly scheduled I & S Committee, provided that the award of contracts does not exceed the aggregate limits established for contracts within the 2014 Department of Public Works Capital Improvement Program.

5. To approve a contract for roof replacement at 633 Porlier Street to Shefchick Inc. DBA Energy Services for $13,490.

6. To hold for two weeks the award to purchase of HP SAN Data Storage to Camera Corner for $62,984.

7. To award designation of Official Newspaper for the City of Green Bay Press Gazette for the estimated annual amount of $56,000.

6. To approve the report of the Claims Committee.

4.

REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
May 20, 2014

The Improvement and Service Committee, having met on May 14, 2014 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Ronald L. Smits to enter into a rental agreement for 24 parking stalls in lot BG, located in the 700 block of South Broadway, and authorize the Mayor and Clerk to execute the agreement.

2. To approve the request by Downtown Green Bay, Inc. to install eight (8) Farmer's Market banners on City light poles along South Washington Street.

3. To approve the request by Eric Woller, Freedom Foods LLC (Owner), on behalf of Petal Pusher (Tenant) for an Air Rights Easement, subject to execution of a Hold Harmless Agreement and filing of the required insurance, regarding construction of an illuminated awning within the public right-of-way in front of 119 N. Broadway.

4. To approve the request by River Center Lofts LLC (Owner), on behalf of The Haberdasher Limited (Tenant) for an Air Rights Easement, subject to execution of a Hold Harmless Agreement and filing of the required insurance, regarding construction of awnings within the public right-of-way in front of 335 N. Washington Street and the 100 block of City Deck Court.

5. To approve the 2014 Docking Agreement with Foxy Lady Cruises and authorize the Mayor and Clerk to execute the agreement.

6. To approve the 2014 Mini-Sewer Program.

7. To approve the report of the Purchasing Manager:

   A. To award the purchase of two V-Plows to Monroe Truck Equipment for $15,568.

   B. To award the purchase of a dump body with tailgate spreader to Monroe Truck Equipment for $28,628.

   C. To award the purchase of an enclosed service body to Olson Trailer & Body for $28,775.

   D. To award the purchase of Emergency Egress Lighting and Exit Signs for Parking Ramps to Grainger for $15,098.

   E. To award the purchase of a Digital Radio System Analyzer to Tessco for $26,855.

8. To approve to award contract PAVEMENT REPAIR - 2014 to the low, responsive bidder, Fischer-Ulman Construction, Inc., in the amount of $393,347.50.

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

   A. Allied Concrete Construction, Inc.
   B. Evraets Concrete
   C. Jim Fischer, Inc.
   D. Howard Immel, Inc.

E. Ken's Concrete
F. Melnarik Concrete, Inc.
G. Tom Phillips Construction, Inc.
H. Precision Flatwork
I. Tilleman Construction

10. To approve the application for Underground Sprinkler System License by Lizer Lawn Care.

REPORT OF THE PARK COMMITTEE
May 20, 2014

The Park Committee, having met on Wednesday, May 14, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the proposed Bullfrog schedule of events for the 2014 season contingent upon:

    - All proper permits and insurances being obtained;
    - Final special event approval from the City's special events committee;
    - Must adhere to all noise ordinances and regulations;
    - Prohibit the sale of hard liquor;
    - Encourage participation by local breweries.

2. To approve the updated 2014-2019 City of Green Bay Park, Recreation and Open Space Plan and approve a resolution adopting the plan.

3. To approve a request by the Green Bay School District to split the cost of repairs to the Preble High School tennis courts not to exceed $20,000.

4. For a three-year period, maintain Joliet Park as a passive greenway and direct staff to provide reporting of the current status and projected growth of invasive species within the park, as well as retain documentation of maintenance and inspection logs.

5. To proceed with negotiations and purchase of 517 St. George Street (Parcel 7-669) for the East River Trail connection as directed in closed session.

6. To receive and place on file the Director's Report.

REPORT OF THE PERSONNEL COMMITTEE
May 20, 2014

The Personnel Committee, having met on Wednesday, May 14, 2014 considered all matters on its agenda and reports and recommends the following:

1. To report the election of Ald. Nicholson as Committee Chair and Ald. Zima as Committee Vice-Chair.

2. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
   a. Division Chief of Training and Support – Fire Department
   b. Equipment Operator – Public Works
   c. Sweeper Flusher Operator (Nights) – Public Works
   d. Administrative Clerk – Finance
   e. Administrative Clerk/Payroll - Finance

3. To hold the request by Ald. Nicholson, to review and discuss with possible action, the Housing Administrator job description.

4. To direct the Police Chief to report back at the next Personnel Committee meeting on revenue dollars generated by traffic citations for the last three years.

5. To hold until the next Personnel Committee meeting the request by Ald. DeWane, to discuss with possible action, hiring an outside consultant to study the Green Bay Police Department organization and discuss any cost savings the consultant may bring forward at a later committee meeting.

6. To approve tuition reimbursement for Network Technician Steve Meadowcroft while employed in the Police Department in accordance with the tuition reimbursement provisions for sworn police personnel.

7. To receive and place on file the report of routine Personnel Actions for regular employees.

8. To report Finance and Personnel Committee meetings will be held on Tuesdays at 4:30 p.m.

PROTECTION & WELFARE COMMITTEE REPORT
May 20, 2014

The Protection & Welfare Committee, having met on Monday, May 12, 2014 considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for one of seven available "Class B" Combination License by Taqueria Maldonado's Main Street, Inc. at 1706 Main Street, for the balance of the license year and the 2014-2015 license years with the approval of the proper authorities.

2. To approve the application contingent an approved security plan, for one of seven available "Class B" Combination License by sissypants!jakes, LLC at 112 S. Broadway, for the balance of the license year and the 2014-2015 license year with the approval of the proper authorities.

3. To approve the application for "Class B" Combination License by Heath Hermans, at 700 Bodart Street, for the 2014-2015 license year with the approval of the proper authorities. (Transfer from The Cover, LLC)

4. To deny the renewal application and issue notice to the applicant of intent to non-renew for a "Class B" Combination License by VICA Enterprises Inc., at 718 Bodart Street.

5. To deny the renewal application and issue notice to the applicant of intent to non-renew for a "Class B" Combination License by Boozehounds Inc., at 1423 S. Broadway.

6. To approve the application for an Entertainment Facility License by Knutson Ventures, LLC at 1464 Main Street.

7. To approve the request by the owners of Napalese Lounge, 1351 Cedar Street, to add an additional 10 feet of patio area and a raised planter at the edge as part of their licensed premises.

8. To approve the application to keep three dogs at 1861 East Shore Drive, with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs (postponed from the February 10, 2014 meeting).

9. To approve the application to keep three dogs at 458 Menlo Park Road, with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.

10. To receive and place on file the six month review of Anne Marie Cortez Operator License application (from November 19, 2013 Common Council meeting).

11. To receive and place on file the request by Ald. Wery to review the 'Hook and Ladder' program, with possible action.

12. To approve the applications for various "Class A" and Class "B" Licenses for the 2014-2015 License Year (see EXHIBIT A).

"CLASS B" COMBINATION
2014-2015

Angelina, Inc
Angelina's
117 N. Adams St.

BG of Green Bay, LLC
Adams Street Pub and Grill
121 N. Adams St.

Republic Chophouse, Inc.
Republic Chophouse
218 N. Adams St.

Kokoro, LLC
Koko Sushi Bar & Lounge
301 N. Adams St.

vonStiehl Winery, Ltd.
Captain's Walk Winery
345 S. Adams (Wine Only)

Las Rocas, LLC
Las Rocas
500 N. Baird

Green Bay Yachting Club, Inc.
Green Bay Yacht Club
100 Bay Beach Rd.

South Bay Marine Center, Inc.
Louie's Lagoon
101 Bay Beach Rd.

Party Line, LLC
Party Line
601 Bellevue St.

CJK Charles Corp.
Getaway Bar & Grill
631 Bellevue

Duquaine Enterprises, Inc.
Gregor's Bad Habit Saloon
704 Bellevue

Pizza Parlor, Inc.
Cranky Pat's Pizza
709 Bellevue

May-Marie, Inc.
Jill's
613 Bodart

Bullseye 708 LLC
Bullseye Pizza Pub
708 Bodart

Brett Favre Pass 1004 LLC
Brett Favre Steakhouse
1004 Bret Favre Pass

Lee & Kingsada Corp.
Little Tokyo Japanese Restaurant
121 N. Broadway

Kavarna, LLC
Kavarna
143 N. Broadway

BGR Corp.
Bangkok Garden Restaurant
240 N. Broadway

Chefusion, Inc.
Chefusion
307 N. Broadway

KD Ventures, LLC
Kaleidoscope Eatery & Spirits
313 N. Broadway

Martin Leonhard
Lenny's Tap
431 N. Broadway

Deep House, LLC
Red Restaurant
106 S. Broadway

The Sardine Can, Inc.
The Sardine Can
128 S. Broadway

White Dog Roadhouse, LLC
White Dog
201 S. Broadway

Big Mitch, LLC
Jekyll & Hyde
226 S. Broadway

Keeters, LLC
Crunchy Frog
301 S. Broadway

JD's Bar, LLC
JD's Bar
715 S. Broadway

Susan L. Robinson
Bourbon Street
821 S. Broadway

Richard Craniums, LLC
Richard Craniums
840 S. Broadway

Randal Treml
Brewski's on Broadway
1100 S. Broadway

Lucky 7's Bar & Grill, LLC
Lucky 7's Bar & Grill
1313 S. Broadway

Kathy Broder
The Wet Whistle
1332 S. Broadway

Shandor, Ltd.
Packer Stadium Lounge
1342 S. Broadway

Dawn VanPay
The Next Stop
1610 Cass

Witche's Den LLC
Robyn's Nest
1623 Cass

KAGB, Inc.
Job Site
1647 Cass St.

Court House LLC
Court House Bar & Grill
1654 Cass

Leather and Lace Enterprises, LLC
Napalese Lounge
1351 Cedar

C Street LLC
C Street
312 Cherry

Rumors, LLC
Phathedz
420 N. Clay

Oneida Golf & Country Club, Inc.
Oneida Golf & Country Club
207 Country Club Rd.

Chip Stacks, Inc.
Glass Nickel Pizza Co.
414-418 Dousman

Muwha, LLC
Cubby Hole
1570 Elizabeth

The Woods Operations, LLC
The Woods Golf Club
530 Erie Rd.

Pearly Gates Venture LLC
Pearly Gates Bar & Grill
3551 Finger Rd.

Highland Howies, Inc.
Highland Pub & Grill
3605 Humboldt

Allen Pizza, Inc.
Rosati's Pizza
745 S. Huron Rd.

Dasa's Czech Inn, LLC
Dasa's Czech Inn
1434 N. Irwin Ave.

Everardo Curiel
Mi Pueblo
1905 N. Irwin Ave.

Green Bay Lodging II, LLC
The Meadows Conference Center
850 Kepler Dr.

Fajita Republic, LLC
Fajita Republic
850 Kepler Dr.

Green Bay Botanical Garden, Inc.
Green Bay Botanical Garden
2600 Larsen Rd

The Bar of Green Bay, Inc.
The Bar
606 Lime Kiln Rd.

Renard and Tisler Enterprises, Inc.
Stop 4-1
616 Lime Kiln Rd.

Barbara Fontaine & Carol Kruse
B C's Saloon
617 Lime Kiln Rd.

Carol Ann Stein
Stinger's Pub
619 Lime Kiln Rd.

JE Blacker Corp.
Whiskey Bay
636 Lime Kiln Rd.

Barley's Pub, LLC
Barley's Pub
846 Lime Kiln Rd.

Bays Tundra Hospitality Corp.
Tundra Lodge Resort & Waterpark
865 Lombardi

KNK Plaza Hotel of Green Bay, LLC
Hilton Garden Inn
1015 Lombardi

Green Bay Sportservice, Inc.
Lambeau Field
1265 Lombardi

Saz's Catering, Inc.
Tundra Tailgate Zone
1265 Lombardi

AHM Staffing, LLC
Clarion Hotel
201 Main St.

Hyatt Corporation
Hyatt on Main
333 Main

Simonet's Bar, Inc.
Simonet's Bar
925 Main St.

Bluebird Entertainment, Inc.
The Ten-O-One Club
1001 Main St.

Robert Neuman
XS/Boogie Nights
1106 Main St.

Top Hat Club, Inc.
Top Hat Club
1139 Main St.

James VanBoxel
VanBoxel's
1235 Main

Cock & Bull, Inc.
Cock & Bull Pub
1237 Main St.

Jessica Harris
Skirtz Lounge
1238 Main St.

Big Tomatoes, Inc.
Big Tomatoes
1244 Main St.

Los Banditos, Inc.
Los Banditos
1258 Main St.

The Roundabout, LLC
The Roundabout
1264 Main St.

BBD Acquisition, LLC
Shenanigan's
1279 Main St.

Riverside Ballroom, Inc.
Riverside Ballroom
1560 Main

BB's Bar of Green Bay, Inc.
BB's Bar
1577 Main

Nhia Vang Long
Imart Pub and Grill
1583 Main St.

Nic's Bar and Grill, LLC
Nic's
1657 Main

Kroll's East, Inc.
Kroll's Lunch
1658 Main St.

Juan Maldonado
Taqueria Maldonado's
1737 Main St.

Pauly G's, Inc.
Pauly G's
1803 Main St.

Konitzer, LLC
Wise Fool's Pub
1939 Main St.

Thomas Adamany
Wally's Spot
1979 Main St.

DNS Entertainment, LLC
Hot Box
2056 Main

TREL, LLC
East Town Pub
2266 Main

2WB, Inc.

The Sand Box
2042 Manitowoc Rd.

Swobey's Hideout, LLC
Swobey's Pub
1263 E. Mason

Timsan's, Inc.
Timsan's Japanese Steak Houe
1654 E. Mason

Gina Salmon
Seven After
1689 E. Mason

Catherine Peters
Kate's Hammer Time
1693 E. Mason

Chris S, LLC
Fitzgerald's
1699 E. Mason

El Sarape, LLC
El Sarape Restaurant
2030 E. Mason, Suite I

Apple Hospitality Group, LLC
Applebee's Neighborhood Grill
2420 E. Mason

Los Banditos West, Inc.
Los Banditos West
2335 W. Mason

ERJ Dining III, LLC
Chili's Grill & Bar
2363 W. Mason

El Azteca of Green Bay, LLC
El Azteca
2469 W. Mason

RH & JD, Inc.
Buster's
2475 W. Mason

Fuzzy 63 Bar and Grill LLC
Fuzzy 63
2511 W. Mason

Gallagher's Pizza, Inc.
Gallagher's Pizza
2655 W. Mason

Diane Szczepanski
Rendezvous
2928 W. Mason

Lopez Restaurant, LLC
Las Brasas
416-418-420 S. Military

Bay Motel & Family Restaurant, Inc.
Bay Family Restaurant
1301 S. Military

Lori Coopman
The Slammer
316 Ninth St.

My Bar, LLC
My Bar
702 N. Quincy St.

Trio Entertainment Group, LLC
The Shelter
730 N. Quincy St.

Karen Goethe
Karen's Pub
324 N. Roosevelt

Razz-Ma-Tazz of Green Bay, Inc.
Razz-Ma-Tazz
400 Schoen

Charlie Tuna's Hammer Inn, LLC
Charlie Tuna's Hammer Inn
1208 State St.

Toothpicks, LLC
Bulldog's
1234 State St.

Cropsey's on State LLC
Cropsey's on State
1336 State St.

K. Burkel, Inc.
Champions Sports Bar & Grill
1007 Tony Canadeo Run

Green Bay CS Hotel Group, LLC
Springhill Suites
1011 Tony Canadeo Run

Just Down From the Stadium LLC
Stadium View
1023 Tony Canadeo Run

The Bar Holmgren Way, Inc.
The Bar Holmgren Way
1025 Tony Canadeo Run

Maricque's, Inc.
Maricque's
1517 University Ave.

Big & Rich, LLC
Big & Rich
1542 University Ave.

WTF-Kim, Inc.
Some Place Else
1605 University Ave.

Gipper's Restaurant, Inc.
Gipper's Restaurant
1860 University Ave.

Shannons Haystack, LLC
Haystack
1911 University Ave.

Mo-J Willis, Inc.
Legend Larry's
2035 University Ave.

Nehvert Ventures, LLC
Frets & Friends
2105 University

Lee & Lee, Inc.
4 Cs Restaurant
2148 University Ave.

Riviera Lanes Ltd.
Riviera Lanes
2450 University Ave.

Z Harvest Cafe LLC
Z Harvest Cafe
2475 University

TAR Escapades LLC
Escapades
2657 University Ave.

Fraternal Order of Eagles Aerie 401
Eagle's Club
1035 Vanderbraak

Los Magueyes LLC
Los Magueyes
1053 Velp

Daily Buzz, LLC
Black and Tan Grille
130 E. Walnut **(Reserve Lic)**

Green Bay Baseball, LLC
Green Bay Bullfrogs
1450 E. Walnut

J3MBC, LLC
BoJo's Heritage Trail Sports Bar
201N. Washington

Every Time I Dine, LLC
The Libertine
209 N. Washington

Fox Heights, LLC
Fox Heights Pub & Grill
217 N. Washington

Washington St. Pub, LLC
Ned Kelly's
223 N. Washington

Hagemeister Park, Inc.
Hagemeister Park
325 N. Washington

Meyer Theatre Corp.
Meyer Theatre
117 S. Washington

Caffe Espresso, LLC
Caffe Espresso
119 S. Washington

Vintage WMW, LLC
Vintage
119 ½ S. Washington

TPJS, LLC
The Nines
121 S. Washington

Stir-Ups, LLC
Stir-Ups
123/125 S. Washington

Kittner's Pub, Inc.
Kittner's
129 S. Washington

Harp and Eagle, Ltd
St. Brendan's Inn
234 S. Washington

Fox Harbor, Inc.
Fox Harbor
348 S. Washington

Molly McGee's, LLC
Molly McGee's
401 S. Washington

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

Taco Burrito Mexico of G B, LLC
Taco Burrito Mexico
218 S. Webster

"CLASS A" LIQUOR & BEVERAGE
2014-2015

Ernesto Perez
El Dorado Liquor
741 Abrams #2

Bay BP, LLC
Bay Settlement BP
2278 Bay Settlement Rd.

Beerntsen Candies, Inc.
Beerntsen Candies
200 N. Broadway (Liquor only)

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

I-43 Business Center Shell, Inc.
I-43 Business Center Shell
840 Huron Rd.

J & B Gas, Inc.
Willowcreek BP
1480 Lime Kiln

WI CVS Pharmacy, LLC
CVS/Pharmacy #2237
930 Main

Main Stop, Inc.
Main Stop BP
1335 Main

GCS Main St. Depot, LLC
GCS Main St. Depot
1698 Main

Ultra Mart Foods, LLC
Copps Food Center #8110
1819 Main

Walgreen Co.
Walgreens #05746
1995 Main

Main & Mason LLC
Main Street BP
2056 Main

Dolgencorp, LLC
Dollar General Store #6481
2241 Main

NCG, Inc.
Superior Discount Liquor
2295 Manitowoc Rd.

Astor Park Mini Mart LLC
Astor Park Mini Mart
1180 E. Mason

Walgreen Co.
Walgreens #03088
1401 E. Mason St.

Aldi, Inc. Wisconsin
Aldi #30
2440 E. Mason St.

Badger Liquor Store No. 2 Inc.
Badger Liquor
1047 W. Mason St.

Walgreen Co.
Walgreens #03115
1165 W. Mason St.

Wisconsin CVS Pharmacy LLC
CVS/Pharmacy #8541
1561 W. Mason St.

Bayfest, Inc.
Festival Foods
2250 W. Mason St.

Wal-Mart Stores East, LP
Wal-Mart Supercenter #1453
2440 W. Mason

Sam's East, Inc.
Sam's Club #8149
2470 W. Mason

Grand Central LLC
Grand Central Station
2597 W. Mason

Walgreen Co.
Walgreens #11339
116 N. Military Ave.

NCG, Inc.
Superior Discount Liquor
130 S. Military Ave.

Dolgencorp, LLC
Dollar General Store #6563
1152 S. Military Ave.

Saneha Petroleum, Inc.
Marathon
1300 S. Military Ave.

Nicson, Inc.
University BP
2260 Nicolet Dr.

MEJ Corp.
Mason Bros. Red Owl
923 Ninth St.

Oneida Tribe of Indians of WI
Oneida Market (Liquor only)
501 Packerland Dr.

C & D Shell LLC
Bay Beach Shell
1121 Radisson

Allouez Bottle Shop, Inc.
Warehouse Beverages
1857 Shawano Ave.

Pit Row, Inc.
Pit Row BP
1465 University

Ruben Rodriguez
El Tapatio Bakery
1638 University Ave.

Heraly's Beverages LLC
Heraly's Beverages
1751 University Ave.

DWS of Green Bay, LLC
Dad's Liquor.
1970 University Ave.

Pit Row, Inc.
Pit Row on University
2030 University

Foodmen 3, Inc.
University Avenue Market
2080 University Ave.

University Shell, LLC
University Shell
2145 University

Walgreen Co.
Walgreens #3253
2204 University Ave.

Pit Row, Inc.
Pit Row on Humboldt
2590 University

Bay BP, LLC
Stone Ridge Shell
1053 Velp Ave.

J & D Gerczak Liq. & Catering LLC
Gerczak's Liquor Store
1244 Velp Ave.

Everardo Curiel
El Ranchito
240 S. Webster

Aldi, Inc. Wisconsin
Aldi #32
1560 Western Ave.

8 K

CLASS "A" BEVERAGE
2014-2015

Guillermina Magana
La Piedad Mexican Mini Mart
741 Abrams St.

Dino Shell, LLC
Lombardi Express
1828 S. Ashland Ave.

Mi Tierra Food Market, Inc.
Mi Tierra Food Market
1333 Cedar

U.S. Venture, Inc.
Express Convenience Center
606 Dousman

Kwik Trip, Inc.
Kwik Trip #827
935 Lombardi

Maribella Vargas
Mi Pueblo Market
1695 Main

Main & Mason, LLC
Pick 'N Roll
2115 Main

NCG, Inc.
Petro Center
2295 Manitowoc Rd.

Antonio Soto
El Super Mercado El Local
1209 E. Mason

Kwik Trip, Inc.
Tobacco Outlet Plus #543
1215 E. Mason

Packerland Shell, Inc.
East Mason Express
1593 E. Mason

Speedway LLC
Speedway #4334
1688 E. Mason

Kwik Trip, Inc.
Kwik Trip #420
1712 E. Mason

Supermercado La Popular LLC
Supermercado La Popular
1740 E. Mason

Isaias Alvarez
La Guadalupona #2
2030 E. Mason #B

Mason C-Store, LLC
Mason C-Store
952 W. Mason

Oneida Tribe of Indians of WI
Oneida One Stop-Westwind
2370 W. Mason

VanZeeland Oil Co., Inc.
Military Cenex
601 N. Military

Valentine Enterprises, LLC
Military Avenue Express
612 S. Military

Oneida Tribe of Indians of WI
Oneida One Stop-Larsen
501 Packerland Dr.

8 L

Kwik Trip, Inc.
Kwik Trip #700
1871 Shawano

C & D Mobil, Inc.
C & D Mobil
2429 University

Sairma, LLC
U Pump
1233 Velp

Walnut C-Store, LLC
Walnut C-Store
610 E. Walnut

8 m

CLASS "B" BEVERAGE
2014-2015

El Dorado & Bakery, LLC
El Dorado & Bakery
741 Abrams

Sergio Plascencia
Los Arcos
607 Bodart

Shadian Enterprises, LLC
House of Valdar
1697 ½ Main

PH Hospitality Group, LLC
Pizza Hut
1940 Main

Pedro Curiel
Taco Burrito
1697 E. Mason

Carnitas El Bajio, LLC
Carnitas El Bajio
1742 E. Mason

Laborel, Inc.
Golden Basket Restaurant
1350 S. Military

PH Hospitality Group, LLC
Pizza Hut
1012 S. Taylor

Antonio Soto
Taqueria El Local
1615 University

Timothy Cleary
Aldo's Pizza
1247 Velp Ave.

CLASS "C" WINE & CLASS "B" BEVERAGE
2014-2015

PH Hospitality Group, LLC
Pizza Hut
859 Lombardi

Sandra's Caffe, LLC
Sandra's Caffe
1212 Marine

Happy Joe's of Green Bay, Inc.
Happy Joe's
1675 E. Mason

The Noodle Shop, Co-Colorado, Inc.
Noodles & Company
2450 E. Mason

Home Town Cafe & Catering, Inc.
Home Town Cafe
1456 W. Mason

REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES

May 20, 2014

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

Anderson, Lisa D
Becher, Jason P
Biersteker, Laurie A
Broadnax, Brittnay B
Budzban, Susan M
Carroll, Tim M
Charles, Jason E
Ciszewski, Melissa E
Couillard, Tara L
Dalton, Kayla M
Duquaine, Gregory J
Ely, Matthew C
Finch, Niah A
Fischer, Tammy L
Fontaine, Christine M
Fuller, Susan C
Gee, Lisa A
Henson, Karyn L
Hill, Michael J
Huss, David A
Janssen, Rebecca S
Kelly, Mitchell J
Kern, Elizabeth A
Kispert, Matthew M
Knopf, James H
Leonhard, Robert J
Leski, Olivia M
Lewis, Amber L
Lewis, Amber N
Long, Tina M
Mabry, Robert J
Maly, Sandra L
Mass, Nathanial D
Meyer, Maryiah L
Nelson, Ben C
Nicolaison, Shayna M
Olp, Todd C
Olp, Tony M
Olson, Emily J
Peterson, Kimberly L
Ploetz, Alyssa M
Rolain, Truxton J
Salfai, Allison M
Scharinger, Lorelei A
Shookman, Karen J
Steeno, Diana L
Stevenson, James R
Thomas, Felicia R
Vargas, Maribella
Whittenton, Elizabeth
Wolf, Sarah M

FINAL PAYMENTS RESOLUTION
May 20, 2014

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

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

1. **PAVEMENT 2-13**
   Vinton Construction

TOTAL AMOUNT EARNED:	$ 218,378.92
LESS AMOUNT RETAINED:	$ 0.00
	$ 218,378.92
LESS AMOUNT PREVIOUSLY PAID:	$ 211,293.82
AMOUNT DUE THIS ESTIMATE:	**$ 7,085.10**

ACCOUNT NUMBERS
401-50-500-501-55305-000000-000-61073: $7,085.10
PO #105426

Adopted _____, 2014

Approved _____, 2014

_____
Mayor

ATTEST:

_____
City Clerk

mms

RESOLUTION APPROVING
AIR RIGHTS EASEMENT
AT 119 N. BROADWAY
May 20, 2014

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

To approve the request by Eric Woller, Freedom Foods LLC (Owner), on behalf of Petal Pusher (Tenant) for an Air Rights Easement, subject to execution of a Hold Harmless Agreement and filing of the required insurance, regarding construction of an illuminated awning within the public right-of-way in front of 119 N. Broadway.

Adopted _____, 2014

Approved_____, 2014

_____
Mayor

ATTEST:

_____
City Clerk

jld

I:\Deptdata\Pubworks\Execsupport\CT3Desk2\Council\EASEMENTS\2014\Air_Rights_Easement_119_N_Broadway_Eric_Woller.Docx5.15.2014 (JDestiche)

RESOLUTION APPROVING
AIR RIGHTS EASEMENT
AT 335 N. WASHINGTON STREET
AND THE 100 BLOCK OF CITY DECK COURT
May 20, 2014

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

To approve the request by River Center Lofts LLC (Owner), on behalf of The Haberdasher Limited (Tenant) for an Air Rights Easement, subject to execution of a Hold Harmless Agreement and filing of the required insurance, regarding construction of awnings within the public right-of-way in front of 335 N. Washington Street and the 100 block of City Deck Court.

Adopted _____, 2014

Approved_____, 2014

_____
Mayor

ATTEST:

_____
City Clerk

jld

I:\Deptdata\Pubworks\Execsupport\CT3Desk2\Council\EASEMENTS\2014\Air_Rights_Easement_335_N_Washington_River_Center_Lofts_LLC.Docx5.15.2014 (JDestiche)

RESOLUTION APPROVING THE RENTAL AGREEMENT FOR RONALD L. SMITS FOR 24 PARKING STALLS IN LOT BG
May 20, 2014

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

To approve the request by Ronald L. Smits to enter into a rental agreement for 24 parking stalls in lot BG, located in the 700 block of South Broadway, and authorize the Mayor and Clerk to execute the agreement.

Adopted _____, 2014

Approved _____, 2014

_____
Mayor

ATTEST:

_____
City Clerk

jld

I:\Deptdata\Pubworks\Execsupport\CT3Desk2\Council\AGREEMENTS\2014\Ron _Smits_24_Stalls_Lot_BG_5_20_14.Doc5.15.2014 (JDestiche)

RESOLUTION APPROVING
FOXY LADY CRUISES
2014 DOCKING AGREEMENT
May 20, 2014

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

To approve the 2014 Docking Agreement with Foxy Lady Cruises and authorize the Mayor and Clerk to execute the agreement.

Adopted _____, 2014

Approved _____, 2014

_____
Mayor

ATTEST:

_____
City Clerk

jld

I:\Deptdata\Pubworks\Execsupport\CT3Desk2\Council\AGREEMENTS\2014\Foxy Lady Cruises 05-20-14.Docx5.15.2014 (JDestiche)

RESOLUTION ADOPTING THE MEMORANDUM OF
UNDERSTANDING REGARDING THE SALE OF WATER
TO THE VILLAGE OF WRIGHTSTOWN

May 20, 2014

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Green Bay Water Commission and the City of Green Bay have agreed to sell water to the Village of Wrightstown.

NOW, THEREFORE, BE IT RESOLVED that the attached Memorandum of Understanding between the City of Green Bay, Green Bay Water Utility, by and through the Green Bay Water Commission, the Village of Ashwaubenon, and the Village of Wrightstown regarding the sale of water to the Village of Wrightstown is adopted.

BE IT FURTHE RESOLVED that the Water Utility is hereby authorized to prepare an agreement for the sale of water to the Village of Wrightstown consistent with the approved Memorandum of Understanding; and that the Mayor and Clerk are authorized to execute the agreement subject to technical legal adjustments to the agreement as may be deemed necessary by the parties' legal counsel.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

Attachment – Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of dates set forth herein below, by and between the CITY OF GREEN BAY, WISCONSIN ("Green Bay"), a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin, the GREEN BAY WATER UTILITY, by and through the GREEN BAY WATER COMMISSION, (hereinafter "Green Bay" unless otherwise specifically referenced) and the VILLAGE OF ASHWAUBENON, WISCONSIN, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin ("Ashwaubenon") and the VILLAGE OF WRIGHTSTOWN, WISCONSIN, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin ("Wrightstown").

PRELIMINARY RECITALS

WHEREAS, Green Bay is the owner and operator of a municipal waterworks system that treats Lake Michigan water for distribution to its retail customers within the corporate municipal boundaries of the City of Green Bay; and

WHEREAS, Ashwaubenon is the owner of a municipal waterworks system that uses water obtained from Green Bay under and pursuant to the terms and conditions of a Wholesale Water Service Agreement by and between Green Bay and Ashwaubenon of May, 2004 and its subsequent amendments (the "Ashwaubenon Agreement"); and

WHEREAS, Wrightstown is desirous of purchasing potable water from Green Bay at wholesale to satisfy the potable water needs of its customers and to meet safe drinking water standards on a long-term basis; and

WHEREAS, Green Bay is willing to sell potable water to Wrightstown at wholesale subject to the terms and conditions of a Wholesale Water Service Agreement based upon the Ashwaubenon Agreement with additional provisions related to the contemplated delivery of Green Bay water through, in part, Ashwaubenon waterworks system; and

WHEREAS, the Parties hereto have entered into and are continuing discussions and negotiations as to the terms, conditions, limitations and operational format for the sale, provision and delivery of potable water by and from Green Bay to Wrightstown, through, in part, the Ashwaubenon waterworks system; and

WHEREAS, the Parties hereto are desirous of entering into this Memorandum of Understanding to set forth some, but not all, of the material general terms, conditions, operational formats, rights, duties, responsibilities, obligations and

limitations of the Parties hereto in connection with the sale of potable water by Green Bay to Wrightstown, through, in part, the Ashwaubenon waterworks system.

ARTICLE I
PURPOSE AND SCOPE

Section 1.1 Purpose. The purpose of this Memorandum of Understanding is to provide the framework for the continuation of the development of a written wholesale water service agreement between Green Bay and Wrightstown for the sale and delivery of potable water by Green Bay to Wrightstown and for the purchase by Wrightstown of potable water from Green Bay.

Section 1.2 Limitation of Scope. This Memorandum of Understanding is not intended to set forth all of the essential and material terms, conditions of a final written and approved wholesale water service agreement by, between and among the Parties hereto. This Memorandum of Understanding is not intended to be binding upon any Party hereto.

ARTICLE II
PROJECT DESCRIPTION

Section 2.1 Wholesale Water Sale. Green Bay will agree to sell to Wrightstown and Wrightstown will agree to purchase from Green Bay, under the terms, conditions and limitations to be defined in the Agreement, a minimum daily amount of potable water based on a current average daily amount of 200,000 gallons per day.

Section 2.2 Water Delivery and Transmission Facilities. The Parties will work together to develop, design and construct facilities necessary for Green Bay to deliver potable water to Wrightstown through Ashwaubenon via an existing 24 inch transmission pipeline terminating at an elevated storage tank referred to as the "Glory Road Tower" in Ashwaubenon and running to the northwestern municipal boundary of Wrightstown (the "Project"). The potable water delivery and transmission facilities will include metering facilities. Wrightstown will, at its expense, construct and maintain a metering facility at the Glory Road Tower site.

ARTICLE III
CURRENT UNDERSTANDINGS AND CONTINUED NEGOTIATIONS

Section 3.1 Acknowledgement. The Parties acknowledge that they have not yet reached a full agreement for the terms, conditions and limitations for the wholesale sale and transmission of potable water from Green Bay to Wrightstown and that until all the terms, conditions and limitations have been agreed upon by all Parties hereto there shall be no such agreement.

Section 3.2 Consensus Understandings. On the basis of previous discussions and negotiations at the staff level under the framework of the Project

description set forth in Article II, the Parties acknowledge that they have reached a consensus understanding with respect to the following terms, conditions and limitations for the wholesale sale, transmission and delivery of potable water from Green Bay to Wrightstown.

a. Agreement Framework. That the framework and foundation for any agreement hereunder for the wholesale sale and delivery of potable water from Green Bay to Wrightstown shall be based upon the framework and format of the Ashwaubenon Agreement.

b. PSC Approval. The Parties acknowledge that any final agreement that they may reach will be subject to final approval by the PSC before service can commence.

c. Term. That the term of the wholesale water service agreement shall be through December 31, 2030.

d. Interconnection Facilities. That subject to review and approval by Green Bay, Wrightstown shall design, construct and finance such interconnection facilities as the Parties determine necessary in accordance with prudent utility practices to safely accept, receive, transmit and convey potable water provided by Green Bay from the Ashwaubenon waterworks system to the Wrightstown waterworks system.

e. Wholesale Water Service Rate. The initial wholesale water service rate for potable water sold to Wrightstown by Green Bay shall be at the initial volume rate of $1.9187 per thousand gallons or $1.4352 per 100 cubic feet. In future rate proceedings before the PSC, the wholesale rate would increase or decrease by the same percentage increase or decrease of the lowest rate approved by the PSC for any Green Bay Retail Customer, as set forth on the Green Bay Water Utility's General Service - Metered Schedule (MG 1), or any subsequent replacement tariff on file with the PSC. The wholesale water service rate established by Green Bay does not include any interconnection transmission fees, costs, rates or charges (the "Wheeling Rate") that may be imposed by Ashwaubenon for the transmission of Green Bay potable water through a portion of the Ashwaubenon water works system.

f. PSC Rate Setting. That beginning January 1, 2031, the applicable wholesale water rate in effect for the sale of potable water by Green Bay to Wrightstown shall be set by the PSC under PSC standard rate-making and regulatory principles and procedures.

g. Wheeling Rate. In addition to the wholesale water service rate payable to Green Bay, Wrightstown shall also be subject to a Wheeling Rate to be determined and set by Ashwaubenon for the receipt and transmission of potable water from Green Bay to be delivered to Wrightstown.

h. Interruption of Service. Green Bay shall, in emergency or maintenance situations, have the ability to curtail or interrupt service and delivery of water.

i. Quarterly Billing. Green Bay and Ashwaubenon shall bill Wrightstown on a quarterly basis for their respective service charges.

j. Prudent Utility Practice. During the term of any agreement between and among the Parties hereto the Parties shall, at all times, own, operate, maintain, repair and replace their respective waterworks systems in a manner consistent with prudent utility practice.

k. Financial Responsibilities. During the term of any agreement hereunder, Wrightstown will plan and budget for all costs, expenses, fees and charges associated with its wholesale purchase of potable water from Green Bay and its wheeling charges through Ashwaubenon.

Section 3.3 Continued Negotiations. The Parties agree to continue discussions and negotiations through their respective staffs, agents and representatives to address the following matters as well as any such additional matters as my arise during the course of those discussions and negotiations:

a. Minimum Daily Demand. That Wrightstown's minimum daily potable water demand through December 31, 2030 will be 200,000 gallons per day and that Green Bay can, absent emergency circumstances, meet and supply Wrightstown's maximum daily potable water demands.

b. Interconnection Facilities. The design and location of the facilities necessary to interconnect the Ashwaubenon waterworks system with the Wrightstown waterworks system, including, but not limited to the metering stations, right-of-way rights and financing costs associated therewith.

c. Connection Costs. The costs payable by Wrightstown for connecting to the Green Bay waterworks system through the Ashwaubenon waterworks system.

d. Wheeling Rate. The charges and fees to be payable to Ashwaubenon for its receipt of Green Bay potable water for transmission to Wrightstown's interconnection facilities.

e. Financing. Financing arrangements for the design, development and construction of Wrightstown's waterworks system interconnection facilities.

f. Technical Operational Memorandum. The Parties will develop a technical memorandum for the operations of the interconnected waterworks systems.

g. Agreement Termination. Provisions for winding up the wholesale water service in the event the parties would, in the future, determine to terminate the water service agreement.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.1 Due Diligence. The Parties agree to act expeditiously and with due diligence to carry out and complete their responsibilities in connection with this Project and Agreement.

Section 4.2 Amendments. Any amendments to this Memorandum of Understanding are strictly prohibited unless such amendment is agreed to, in writing, by all Parties hereto. There shall be no oral agreements. Electronic writings, including e-mail messages, text messages, tweets, instant messages and their content and any attachments thereto and any prior or subsequent communications, including oral discussions or negotiations concerning some or all of the proposed project are not intended to represent and do not reflect an offer or acceptance to enter into, amend, modify, revise, terminate, abrogate, extend, or create a binding contract, agreement or transaction, and are not intended to and do not in any way bind any Party to this Memorandum.

Section 4.3 Binding Agreement. There shall be no binding agreement by, between or among any Party hereto unless and until all Parties hereto first enter into a written document entitled "WHOLESALE WATER SERVICE AGREEMENT by and between the CITY OF GREEN BAY and the VILLAGE OF WRIGHTSTOWN" after having obtained formal approval thereof by their respective governing bodies, being the Green Bay Water Commission for the Green Bay Water Utility, the Green Bay City Council for the City of Green Bay, the Ashwaubenon Village Board for the Village of Ashwaubenon; the Wrightstown Village Board for the Village of Wrightstown; and, the Wisconsin Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

CITY OF GREEN BAY

By:_____
James J. Schmitt, Mayor

Attest:

By: _____
Kris A. Teske, Clerk

GREEN BAY WATER UTILITY

By: _____
James F. Blumreich , Chair

Attest:

By: _____
Leon Engler, Secertary

VILLAGE OF ASHWAUBENON

By: _____
Michael W. Aubinger, Village President

Attest:

By: _____
Dawn Collins, Village Clerk

VILLAGE OF WRIGHTSTOWN

By: _____
Dean Erickson, Village President

Attest:

By: _____
Jean Brandt, Clerk / Treasurer

RESOLUTION ADOPTING THE
GREEN BAY PARK, RECREATION,
AND OPEN SPACE PLAN 2014 – 2019

May 20, 2014

WHEREAS, the City of Green Bay is interested in acquiring or developing lands for public outdoor recreation purposes; and

WHEREAS, financial aid is required to carry out the project; and

WHEREAS, a five-year Outdoor Park, Recreation, and Open Space Plan is required to qualify for grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY that the Green Bay Park, Recreation, and Open Space Plan 2014 - 2019, on file with the Clerk and Director of Parks, Recreation, and Forestry, is hereby adopted.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

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GENERAL ORDINANCE NO. 12-14

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 7:00 PM DAILY zone:

> BASTEN STREET, south side, from a point 95 feet east of Henry Street to Mech Street

SECTION 2. Section 29.208, Green Bay Municipal Code is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 7:00 PM DAILY zone:

> BASTEN STREET, south side, from a point 95 feet east of Henry Street to a point 150 feet east of Mech Street

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

> MECH STREET, both sides, from Basten Street to a point 60 feet north of Basten Street

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

> MECH STREET, west side, from Basten Street to a point 60 feet north of Basten Street
>
> MECH STREET, east side, from Basten Street to a point 135 feet north of Basten Street

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following FOUR-HOUR PARKING 7:00 AM – 4:00 PM MONDAY – FRIDAY zone:

> MECH STREET, both sides, from a point 60 feet north of Basten Street to a point 135 feet south of Van Deuren Street

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following FOUR-HOUR PARKING 7:00 AM – 4:00 PM MONDAY – FRIDAY zones:

> MECH STREET, west side, from a point 60 feet north of Basten Street to a point 135 feet south of Van Deuren Street
>
> MECH STREET, east side, from a point 135 feet north of Basten Street to a point 135 feet south of Van Deuren Street

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

> BASTEN STREET, south side, from Newtols Street to a point 135 feet west of Spinnaker Lane

SECTION 8. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO STOPPING OR STANDING 7:00 AM – 4:00 PM SCHOOL DAYS zones:

> BASTEN STREET, north side, from a point 115 feet west of Spinnaker Lane to Spinnaker Lane
>
> SPINNAKER LANE, both sides, from Basten Street to a point 75 feet north of Basten Street

SECTION 9. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 10. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

bc

05/20/14

GENERAL ORDINANCE NO. 13-14

AN ORDINANCE
AMENDING CHAPTER 13,
GREEN BAY MUNICIPAL CODE,
REGARDING THE REGULATION OF
SOLAR ENERGY SYSTEMS
(TA 14-01)

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

SECTION 1. Sections 13-1611(c) and (d), Green Bay Municipal Code, is hereby amended as follows:

13-1611. Development Standards – Solar Energy Systems. (Cr. GO 9-12)

(c) Roof-mounted Solar Energy System

(1) The collector surface and mounting devices for roof-mounted solar systems shall not extend beyond the exterior perimeter of the building roof and shall not exceed the highest point of the roof line on which the system is mounted or built. ~~Flat roof systems are permitted and will require screening consistent with this ordinance to minimize the overall height of systems.~~ Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building roof on a side yard exposure.

~~(2) The solar system must blend into the building on which the system is mounted by being sufficiently setback from public right-of-ways or screened from view from the right-of-way, or by using a surface collector color that blends into the roof or wall color of the building as seen from the public right-of-way.~~

(d) Code Compliance

(1) A solar energy system shall comply with all applicable state and local construction, electrical and plumbing codes, where applicable.

(2) Solar energy systems that connect to the electric utility shall comply with the Public Service Commission of Wisconsin's Rule 119, "Rules for Interconnecting Distributed Generation Facilities."

(3) The design of the Solar Energy System shall conform to applicable industry standards.

(4) No grid-intertie photovoltaic system shall be installed until evidence has been given to the Green Bay Building Inspection Department that the owner has submitted ~~notification to Wisconsin Public Service Corporation of the customer's intent to install an interconnected customer-owned generator~~ **the required PSC6027 or PSC6028 form to Wisconsin Public Service**. Off-grid systems are exempt from this requirement.

SECTION 2. Section 13-614, Table 6-3, Green Bay Municipal Code, is hereby amended as follows:

13-614. Permitted accessory uses.

Table 6-3. Permitted Nonresidential Accessory Uses in the Residential Districts

Use	RR	R1, R2	R3	Dev. Stds.
Uses Accessory to Dwellings				
Uses Accessory to Nonresidential Uses				
Antennas, satellite dishes, and similar equipment	P	P	P	X
Parking (surface)	P	P	P	
Parking (structured)		C	P	X
Signs, as regulated by Chapter 13-2000, Signs.	P	P	P	
Small wind energy system (Cr. GO 1-11)	C	C	C	X
Solar Energy System **Flush Roof Mount** (Cr. GO 9-12)	P	~~C~~ **P**	P	
Solar Energy System Other Than Flush Roof Mount	**P**	**C**	**P**	**X**
Telecommunication facilities	C	C	C	X
Waste and recycling storage	P	P	P	X

Note: P = Permitted Use; C = Conditional Use

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

bc

05/20/14

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ZONING ORDINANCE NO. 5-14

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 12-11 TO
EXPAND THE BREWING OPERATION
AT 990 TONY CANADEO RUN FOR
BADGER STATE BREWING CO, LLC, AND
THE ELIMINATION OF OFF-PREMISE SIGNAGE
(ZP 14-18)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by modifying the Planned Unit Development District on the following described property at 990 Tony Canadeo Run:

PART OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 PC 13 WSFR & PART OF PC 14 & 15 WSFR AS DESC IN 673 R 126 EX 669 R 91 & EX J1546-30 & EX J15079-24 (Tax Parcel Number 1-1841-C)

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

A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the expansion of the current brewery and to continue the transition of the subject area from industrial to commercial uses. The expansion and occupancy of the site shall generally comply with Exhibits A and B.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:

1. Micro brewing and related processing.
2. Restaurant, tasting room and event space in conjunction with the brewery.

C. Dimensional and Area Requirements. Dimensional and area requirements for principle and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code.

D. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.

E. Signage. All signage for the current project shall be regulated as illustrated in Exhibit A. Banners and streamers are strictly prohibited.

F. Site Plan Standards.

1. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Municipal Code.
2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.

~~G. Off-Premise Directional Signage. In order to promote visibility for the existing businesses located on Tony Canadeo Run while the area is not yet fully developed, one off-premise directional sign shall be permitted for a one-year period in the location shown on Exhibit A. Such signage shall be limited and controlled in order to prevent a proliferation of off-premise directional signage and shall meet the following requirements:~~

~~1. The materials, color, appurtenant landscaping, and overall design shall be generally consistent with that shown in Exhibit B.~~
~~2. The maximum area of the sign face shall be 6 square feet per side for a total of 12 square feet.~~
~~3. Sign height shall not exceed 6 feet.~~
~~4. If lighted, the sign shall utilize external illumination.~~
~~5. The sign shall be located on private property (outside of the right-of-way) and outside of any required vision corner.~~
~~6. The sign may be located inside the front or side yard setback areas but shall be located so as to not obstruct traffic views of vehicles or pedestrians or in any way create a safety hazard.~~
~~7. A written agreement between the owner(s) of Tax Parcel Number 1-1841-C and those businesses identified on the sign shall be submitted with the sign permit application and maintained as long as the sign is present. An easement is the preferred form of agreement.~~
~~8. If the timeframe of this PUD is not extended as described under Section 2.I, then the sign shall be removed at the time that the PUD expires, is rescinded, or is otherwise modified to affect the allowance for off-premise directional signage.~~

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2014.

APPROVED:

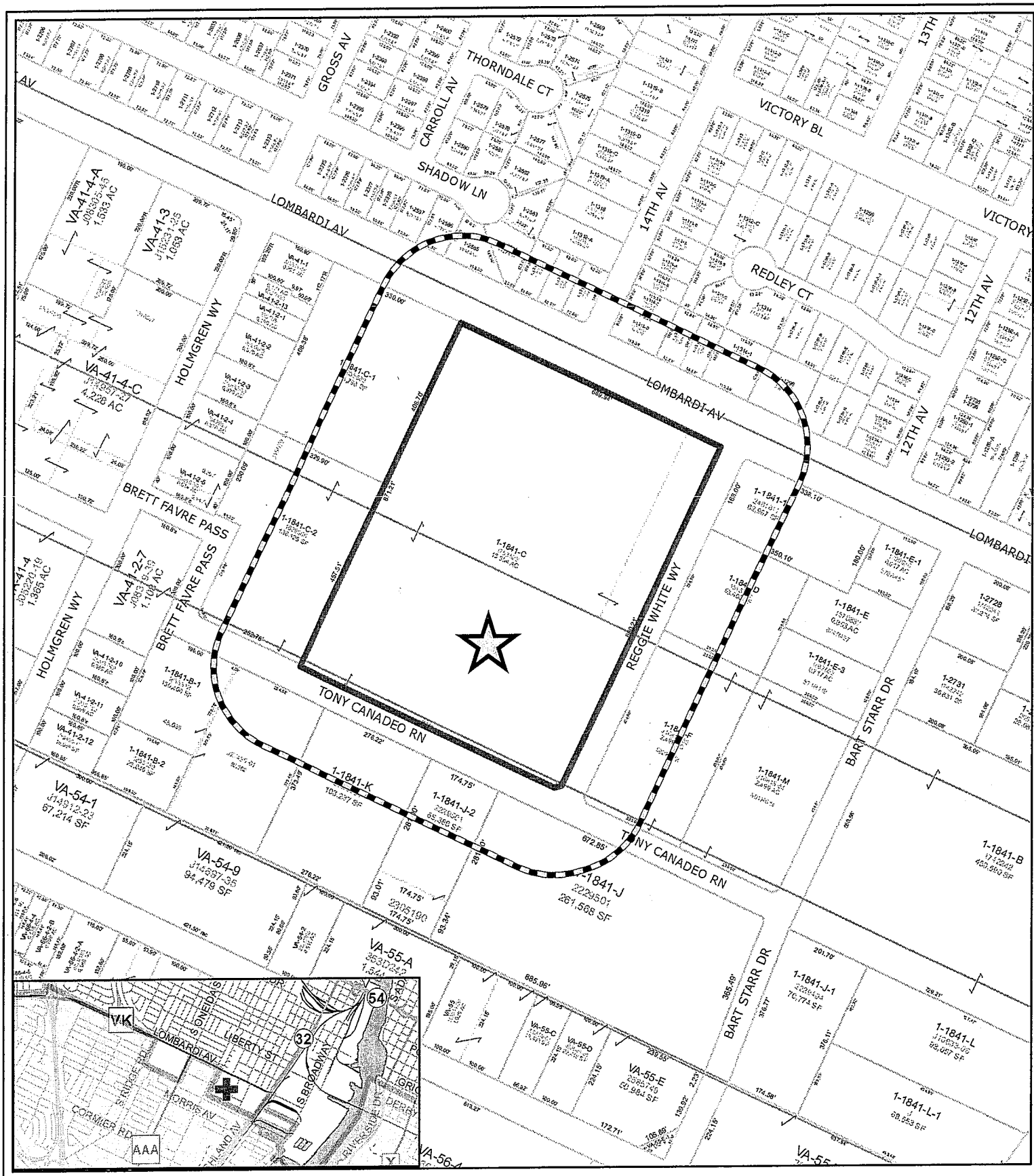
_____
Mayor

ATTEST:

_____
Clerk

PN:bc

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



Zoning Petition (ZP 14-18)
Request to amend the Planned Unit Development (PUD)
for an expansion of Badger Street Brewing, 990 Tony Canadeo Way

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
P.N. April 2014. .\Planning\City\ZPMaps\2014\ZP14-18

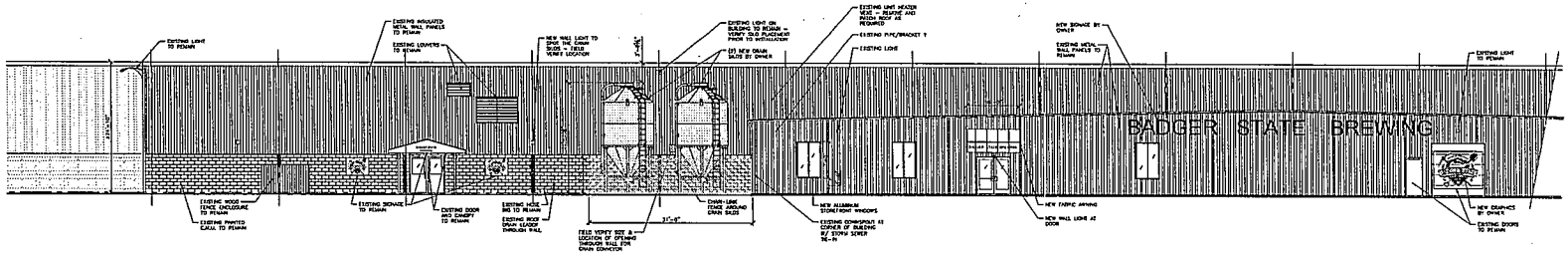
N

0 100 200 Feet

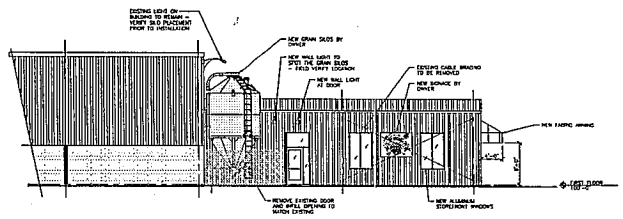
Subject Area

200' Notice Area

18c



2 A301 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



1 A301 WEST ELEVATION
SCALE: 1/8" = 1'-0"

Exhibit A

ICONICA
True Design-Build

BADGER STATE BREWING COMPANY
990 TONY CANADEO RUN
GREEN BAY, WI 54304

BADGER STATE BREWING COMPANY, LLC
990 TONY CANADEO RUN
GREEN BAY, WI 54304

ISSUE DATES:
PUD AMENDMENT 04-23-14

REV DATE:

PROJECT #: 20140150
SHEET NUMBER
A301

P81

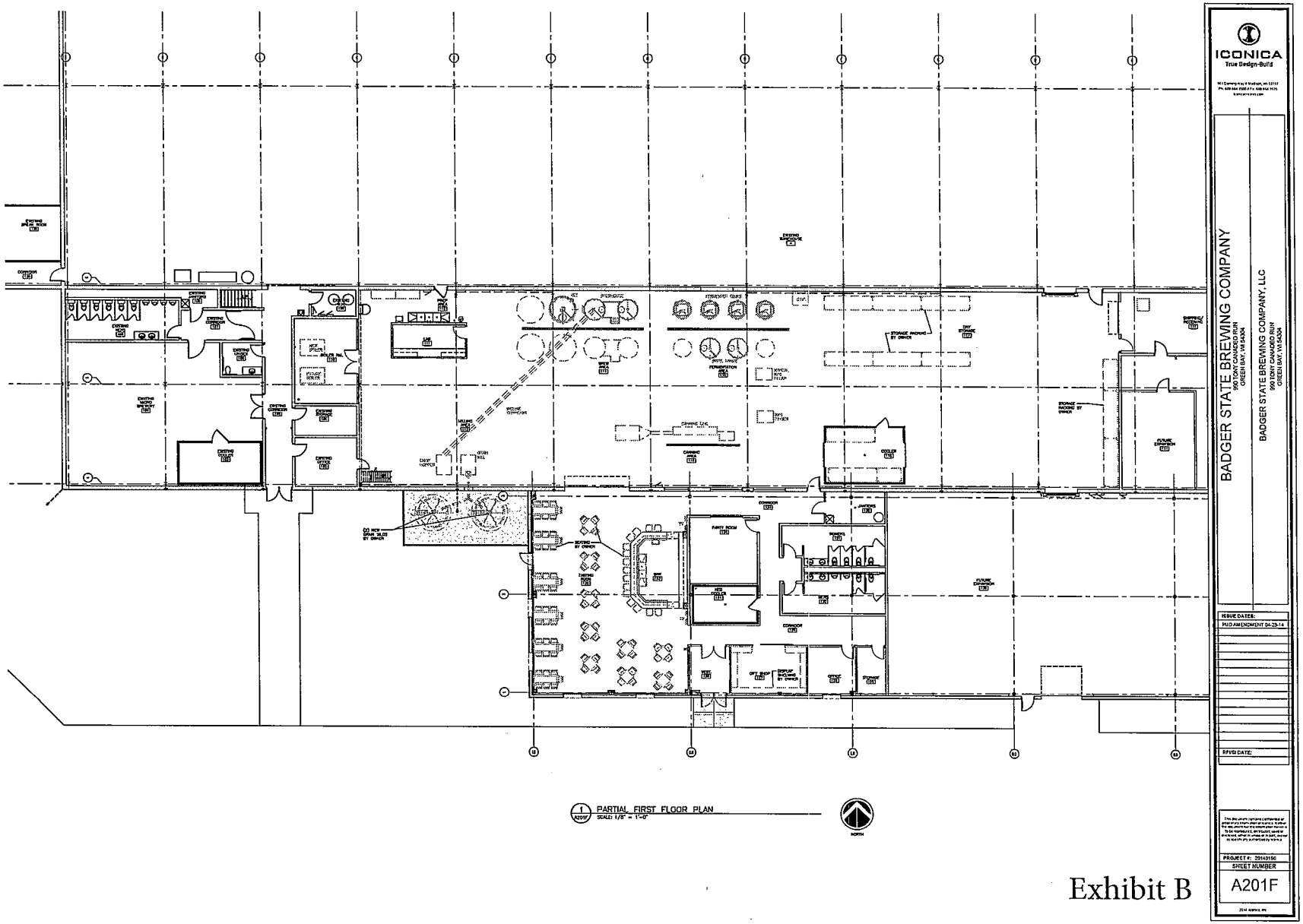


Exhibit B

182

ZONING ORDINANCE NO. 6-14

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT
FOR A MINOR AND MAJOR AUTO REPAIR
AT 1253-1257 WEST MASON STREET
(ZP 14-17)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property at 1253-1257 West Mason Street:

> LOT 2 OF 22 CSM 329 BNG PRT OF W 10 AC OF LOT 26 OF CLA TANK'S SUBD OF PC 2-9 WSFR (Tax Parcel Number 2-56-A)

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

A. Purpose and Intent. The purpose and intent of this Planned Unit Development (PUD) is to address the mixture of minor/major auto repair, retail sale of auto accessories and the sale of vehicles on the subject site and minimize any impact on surrounding properties.

B. Permitted Uses. The land uses which may be established on the subject property are as follows:

1. Minor and major auto repair as permitted in Chapter 13, Green Bay Municipal Code.
2. Retail operations as permitted under the General Commercial (C1) District, Chapter 13-800, Green Bay Municipal Code.
3. No more than 10 vehicles are permitted on-site for sale at any one time.
4. Any expansion of the use will require an amendment to the PUD.

C. Uses of Limitations.

1. No outdoor storage will be permitted. All vehicle parts and tires shall be stored inside of an enclosed building.
2. Compliance with the submitted operations plan and submitted site plan.

3. At the discretion of the Common Council, Plan Commission, or the Planning Director, if there are complaints and/or zoning violations, they may require a review by the Plan Commission and Common Council to ensure compliance with the standards of this ordinance.
4. Parking shall be delineated for customers and employees, as well as the display of vehicles for sale.
5. Every effort shall be made to keep vehicles waiting for repair within the building. Customer vehicles waiting for repair may be permitted outside of the building but shall be limited to no more than two designated parking spaces on the final site plan; each vehicle shall be parked no more than 5 days in a row and shall be screened from view from any residential property.

D. Dimensional and Area Requirements. Dimensional and area requirements for principal and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code.

E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Municipal Code.

F. Signage. All signage on the subject property shall be regulated as set forth in Sections 13-2004 and 13-2010, Green Bay Municipal Code. Banners and streamers are strictly prohibited.

G. Site Plan Standards.

1. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Municipal Code.
2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code.
3. The building façade shall be free of any chipping and peeling paint. Any façade repairs shall be made within one year of approval of this ordinance.
4. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.

H. Tilkens Street Transitional Yard Buffer.

1. The existing 25 foot building, parking setback and landscape buffer along Tilkens Street shall retain existing vegetation and shall be maintained to minimize unsightly growth.
2. A detailed landscape plan shall be submitted as part of the site plan review. Mature trees, shrubs and other planting shall be inserted in blank areas along the landscape buffer area as approved by the Zoning Administrator.
3. Any break areas for employees shall be screened from the Tilkens Street right-of-way.
4. The existing chain-link fence along Tilkens Street shall remain and existing slats in the fence shall be replaced to create a barrier 90 percent impervious to sight.

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2014.

APPROVED:

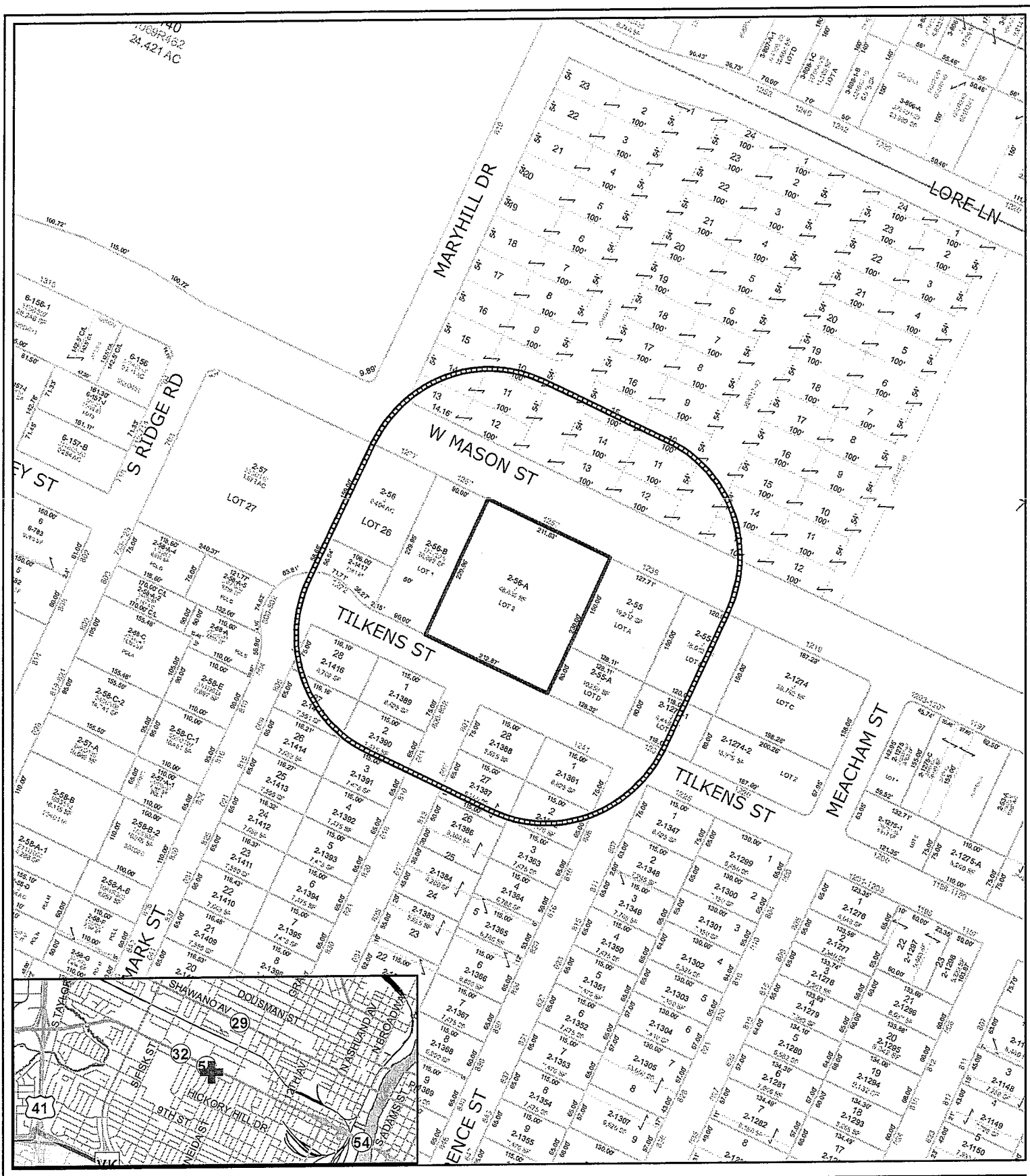
_____
Mayor

ATTEST:

_____
Clerk

PN:bc

Attachment – Location Map



Zoning Petition (ZP 14-17)
Request to create a Planned Unit Development (PUD) at
1253-1257 West Mason Street to permit minor and major auto repair

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by City of Green Bay Planning Department.
P.N. May 2014. :\Planning\City\ZPMaps\2014\ZP14-17

N

0 100 200 Feet

Subject Area

200' Notice Area

19d

GENERAL ORDINANCE NO. 10-14

AN ORDINANCE
AMENDING CHAPTER 13-605(c)(5),
GREEN BAY MUNICIPAL CODE,
RELATING TO REMNANT PARCELS
(TA 14-03)

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

SECTION 1. Chapter 13-605(c)(5), Green Bay Municipal Code, is hereby amended as follows:

13-605. Unserviced lots, RR District. All lots developed without city sewer and public water service shall meet the following standards:

(c) (Amd. GO 38-08) The 10-acre limit in the RR District may be reduced subject to the following development standards:

(5) Remnant parcel shall not be less than 10 acres, **except in cases where a remnant parcel is part of a division of land for the purposes of acquisition of public property and/or public use.**

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

bc

i:\legislative\council 2014\05062014\law\go 10-14 - amend ch. 13 relating to remnant parcels in rr district.docx

GENERAL ORDINANCE NO. 11-14

AN ORDINANCE
AMENDING CHAPTER 13, TABLE 6-2,
GREEN BAY MUNICIPAL CODE,
RELATING TO LOT DIMENSION AND
SETBACK REQUIRMENTS IN
RESIDENTIAL DISTRICTS
(TA 14-02)

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

SECTION 1. Chapter 13-604, Table 6-2, Green Bay Municipal Code, is hereby amended as follows:

13-604. Lot dimension and building bulk requirements. Lot area and setback requirements shall be as specified in Table 6-2, Lot Dimension and Setback Requirements.

Table 6-2. Lot Dimension and Setback Requirements, Residential Districts

	RR	R-1	R-2	R-3
Building Setback Requirements (feet)				
Front Yard	20 [c,h]	15 [c,h]	15 [c,h]	15 [c,h]
Side Yard [e, f,i,j]	6/8 ea.[j]	6/8 ea.[j]	6 ea.	10 ea.[j]
Rear Yard	25	25	25	25
Garages (attached)	25	20	20	20

Notes to Table 6-2:

j. **For single and two-family uses,** 6 feet for a single story, 8 feet for a story and a half or greater.

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

bc