



# **AGENDA OF THE COMMON COUNCIL**

**TUESDAY, AUGUST 19, 2014, 7:00 P.M.**

**COUNCIL CHAMBERS  
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the July 15 and August 13 meetings.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

## **PUBLIC HEARINGS**

General Ordinance No. 15-14

An ordinance amending Chapter 13-604, Table 6-2, of the Code regarding the regulation of covered porches. (Item #21)

General Ordinance No. 16-14

An ordinance amending Chapter 13-904 of the Code regarding outdoor storage and display in the Business Park (BP) District. (Item #22)

Zoning Ordinance No. 8-14

An ordinance rezoning property located at 1672-1678 East Mason Street/1666 Cass Street from Light Industrial (LI) District to General Commercial (C1) District. (Item #23)

### **RECOGNITIONS**

Allison Naze, MDA Local Goodwill Ambassador

City of Green Bay Summer Interns

### **APPOINTMENTS**

#### **New Appointment**

Zoning & Planning Board of Appeals, Alternate  
Greg Babcock

Interim City Attorney  
Jim Mueller

#### **Re-Appointment**

Stadium District Board  
Anne Patteson

### **REFERRAL OF PETITIONS & COMMUNICATIONS**

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

### **REPORTS FOR COUNCIL ACTION**

1. Report of the Redevelopment Authority.
2. Report of the Traffic Commission.
3. Report of the Finance Committee.
4. Report of the Improvement & Service Committee.
5. Report of the Park Committee.
6. Report of the Personnel Committee.
7. Report of the Protection & Welfare Committee.
8. Report of the Protection & Welfare Committee granting Operator Licenses.

## RECEIVE & PLACE ON FILE

Building Permit Report for July, 2014.

Full Trial Balance Report for June, 2014.

Municipal Court Reports for June and July, 2014.

## RESOLUTIONS

9. Initial Resolution authorizing the sale and issuance of Water System Revenue Refunding Bonds; and certain related details.
10. Resolution authorizing and providing for the sale and issuance of \$3,680,000 General Obligation Refunding Bonds, Series 2014D, and all related details.
11. Resolution authorizing and providing for the sale and issuance of \$2,615,000 Taxable General Obligation Refunding Bonds, Series 2014E, and all related details.
12. Resolution approving G B Metreau, LLC for encroachment easements within the 100 block of East Walnut Street, 100 block of North Washington Street and City Deck right-of-way Hold Harmless Agreement.
13. Resolution approving Riverfront Lofts Homeowners Association for the use of public right-of-way to access and maintain the Riverfront Lofts Condominium Hold Harmless Agreement.
14. Resolution approving Preble Park Neighborhood Association to place a neighborhood identification sign on City property Hold Harmless Agreement.
15. Resolution approving Riverfront Lofts Homeowners Association to allow paving bricks on private property on the north side of the 100 block of Cherry Street Hold Harmless Agreement.
16. Resolution approving air rights easement within the 200 block of East Walnut Street.
17. Resolution approving air rights in the 300 block of Dousman Street.
18. Resolution relating to the composition of the Brown County Planning Commission Board of Directors.
- 18-I. Resolution authorizing advisory referendum on Wisconsin's minimum wage.

### ORDINANCE - FIRST READING

19. General Ordinance No. 17-14  
An ordinance amending Section 15.68 of the Code relating to building maintenance.

### ORDINANCES - THIRD READING

20. General Ordinance No. 14-14  
An ordinance amending Section 29.208 of the Code relating to parking regulations.
21. General Ordinance No. 15-14  
An ordinance amending Chapter 13-604, Table 6-2, of the Code regarding the regulation of covered porches.
22. General Ordinance No. 16-14  
An ordinance amending Chapter 13-904 of the Code regarding outdoor storage and display in the Business Park (BP) District.
23. Zoning Ordinance No. 8-14  
An ordinance rezoning property located at 1672-1678 East Mason Street/1666 Cass Street from Light Industrial (LI) District to General Commercial (C1) District.

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, AUGUST 19, 2014**

**7:00 P.M.**

## PETITIONS & COMMUNICATIONS

### FINANCE COMMITTEE

Request by Ald. Scannell to consider a referendum regarding BadgerCare.

### IMPROVEMENT & SERVICE COMMITTEE

Application for a Concrete Sidewalk Builder's License by N & L Concrete Construction, LLP.

Request by Ald. Scannell, on behalf of Katie LeBarron, to rescind a garbage collection charge at 405 Harvard Street.

Request by Ald. Steuer, on behalf of the owner at 1843 Parkland Way, to have their sidewalk reconstruction costs reduced or to have the former removed and area reseeded.

### PROTECTION & WELFARE COMMITTEE

Request by the owners of Stadium View Bar & Grill, 1963 Holmgren Way, to allow music until 11:00 P.M. on October 3 and 4.

Notice of the change of agent for Kwik Trip, Inc. at 1712 E. Mason Street.

Application for a "Class B" Combination License by Neumritz, Inc. at 1106 Main Street. (Changing from individual to corporation.)

Application for a "Class B" Combination License by El Patron Entertainment, LLC at 1464 University Avenue. (Transfer from El Carboncito, LLC)

Application for an available "Class B" Combination License by Amanda Patterson at 154 N. Broadway. (Currently has beer and wine)

Application for a Class "A" Beverage License by LTB Shell, LLC at 510 S. Monroe Avenue.

Appeal by Rick Andrus to the denial of his Operator License application.

**REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY**  
**August 19, 2014**

The Green Bay Redevelopment Authority, having met on Tuesday, August 12, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the development agreement with TMJ, LLC (copy attached) for redevelopment of the property at 110 S. Adams Street (Parcel 12-130-1) for InitiativeOne, a professional consulting and leadership training business.

## DEVELOPMENT AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2014, 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 **TMJ, LLC.**, a Wisconsin limited liability company (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

### WITNESSETH:

WHEREAS, the DEVELOPER desires to acquire property located at 110 S. Adams Street, Green Bay, WI 54301, legally described on the attached Exhibit "A" hereto having approximately 10,500 square feet (hereinafter the "Property"); and

WHEREAS, the DEVELOPER desires to renovate the building into a class A office building and conferencing center to support his existing leadership and consultancy business; and

WHEREAS, but for funding sources from the RDA and CITY, the development at the Property would not be feasible;

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

I. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. DEVELOPER shall acquire the Property located at Parcel No. 12-130-1. DEVELOPER shall acquire, invest and renovate the Property in an amount not less than \$2,500,000.00. Project costs shall include at least \$1,570,000.00 in renovation costs and shall include, but is not limited to, a 10,500 square foot class A office building and conferencing center to support DEVELOPER's existing business. 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 September 1, 2014, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- B. DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by December 31, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit B and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan.

The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.

- F. As a condition of CITY and RDA financial assistance, the DEVELOPER guarantees that the Project will initially create a total of fifteen (15) full-time equivalent jobs (FTE-based on approximately 40 hours per week or 2,080 hours per year) with non-administrative salaries ranging from \$65,000.00 to \$80,000.00 per year. Upon request DEVELOPER shall provide RDA with employment records to confirm the number of jobs created.
- G. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

## II. FINANCING

- A. The DEVELOPER shall obtain a private loan commitment of at least \$1,800,000.00.
- B. Developer shall contribute \$300,000.00 cash equity toward the Project.
- C. The DEVELOPER shall apply for a \$105,000.00 Revolving Loan Fund ("RLF") loan. The RLF loan shall have a term of twenty (20) years and be subordinate to all other loans associated with the Project. The CITY will work in good faith to assist DEVELOPER in applying for the loan; however, CITY cannot warrant that said loan will be granted.
- D. The DEVELOPER understands and agrees that any grants monies received shall not be counted toward the RLF cash equity requirement.
- E. Conditioned on completion of the Project and the DEVELOPER guaranteeing a minimum assessed value of \$882,000.00 (\$482,000.00 base assessed value + \$400,000.00 increment assessed value) for the Property by January 1, 2015, the RDA shall contribute no more than \$100,000.00 of Tax Incremental Financing (TIF) assistance to the DEVELOPER. The TIF assistance shall be structured as a yearend pay-go disbursement and paid out over the remaining eleven (11) years of the Tax Increment District. This reimbursement shall be known as the Annual TIF Payment.
- F. The Annual TIF Payment shall be calculated by subtracting the real property taxes paid on the base tax value, from the actual realized real property taxes on an annual basis for the Property. The base tax value shall be the 2014 assessed value of \$482,000.00. Real property taxes do not include any special assessments, special charges, personal property or other charges that may appear on the annual tax bill.
- G. The Annual TIF Payment shall not exceed \$10,000.00 annually unless RDA, at its sole discretion, agrees to exceed this maximum annual reimbursement. The Annual TIF

payment shall be paid to DEVELOPER within thirty (30) days following the RDA notice from the DEVELOPER that the annual real estate tax bill has been paid in full for the Project Site.

- H. Project financing is contingent on DEVELOPER applying for and receiving a \$100,000.00 loan from the ADVANCE micro-loan fund, WHEDA, or other similar financing. The CITY will work in good faith to assist DEVELOPER in applying for the loan; however, CITY cannot warrant that such loan will be granted.

### III. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. All TIF assistance shall solely benefit the DEVELOPER. DEVELOPER may not transfer or assign its interest in any TIF assistance without approval from the RDA. All TIF assistance associated with the Project shall not run with the land.
- 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 in 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. 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 the plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than thirty (30) days of the date of this Agreement. 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.

- G. DEVELOPER shall file with the RDA copies of the detailed construction plans within thirty (30) days after completion of construction.
- H. All documents shall be submitted in triplicate.
- I. 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.
- J. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

#### IV. MUTUAL RIGHTS OF ACCESS.

- A. DEVELOPER may assign all rights and obligations under this agreement only to a controlled or affiliated company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without RDA's written consent. In the event a transfer occurs without RDA approval, 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. 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.

V. 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:

TMJ, LLC  
Attention: Dr. Fred Johnson

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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

\_\_\_\_\_  
Kimberly Flom, Executive Director

Attest:

**City of Green Bay**

\_\_\_\_\_  
James J. Schmitt, Mayor

\_\_\_\_\_  
Kris Teske, Clerk

Attest:

TMJ, LLC

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Dr. Fred Johnson

DRAFT

8 / h.

**EXHIBIT A  
LEGAL DESCRIPTION**

**DRAFT**

**EXHIBIT B  
PRELIMINARY CONCEPT PLAN**

**DRAFT**

**REPORT OF THE  
TRAFFIC COMMISSION  
August 19, 2014**

The Traffic Commission having met Monday, July 14, 2014, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the report by the Police Department of the 2014 2<sup>nd</sup> quarter serious injury and fatality crashes.
2. To discontinue the use of adult crossing guards at East Mason Street and Schoen Street, Main Street and Baird Street, and Roosevelt Street and Cass Street.
3. To continue the use of an adult crossing guard at Hillside Lane and Bader Street.
4. To receive and place on file the request by (former) Ald. Kocha to discuss, with possible action, removal of the NO PARKING TO CORNER signs on the northwest corner of Mills Street and Henry Street, to make parking on both streets legal on that corner, in order to accommodate a new business.
5. That the Green Bay Police Department conduct speed enforcement along South Roosevelt Street near Astor Park.
6. To remove and adopt by ordinance the NO PARKING zone on the south side of Dousman Street from Taylor Street to Fellows Drive.
7. To establish and adopt by ordinance a NO PARKING zone on the south side of Dousman Street from Taylor Street to a point 170 feet east of Taylor Street.
8. To establish and adopt by ordinance a NO PARKING zone on the south side of Dousman Street from a point 20 feet west of Westplain Drive to a point 10 feet east of Westplain Drive.

**REPORT OF THE FINANCE COMMITTEE**  
**AUGUST 19, 2014**

The Finance Committee, having met on Tuesday, August 5, 2014 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the request of the HR Director to transfer \$21,000 from the contingency fund to Police and Fire Commission to cover the cost of police and fire recruitments.
2. To receive and place on file the request by Ald. Sladek regarding how Council is advised of, and takes approval action upon items funded through issuance of bonds or promissory notes.
3. To refer to Brown County the request by Ald. Scannell to consider an advisory referendum to raise the minimum wage.
4. To approve by Ald. Moore that if the ownership of the Clarion Hotel has not been officially transferred by August 19, 2014, the City will place it back on the market.
5. To refer to staff by Ald. Moore to work on developing a program that enhances development within the City of Green Bay.
6. To hold until the next meeting the request by Ald. Nicholson to review all City fees and permits with possible action.
7. To hold until the next meeting the request by Ald. Zima to review 20 years of history for the parking utility.
8. To refer to staff the request Ald. Tom DeWane to complete an analysis of space needs for the Police Department.
9. To approve the demolition of four properties to B.E.S.T. Enterprises LLC for \$31,965.
10. To approve the purchase and installation of kitchen cabinets and countertops for Fire Station #2 to IEL General Contractors for \$12,966 with Ald. Andy Nicholson abstaining.
11. To approve the purchase and installation of dorm locker cabinets and shelving for Fire Station #6 to Custom Cabinet Co. Inc. for \$25,555, with Ald. Andy Nicholson abstaining.
12. To receive and place on file the request of the Finance Director to review financial statements through second quarter 2014.

2014 Contingency Fund  
\$97,150

3.

**REPORT OF THE  
IMPROVEMENT AND SERVICE COMMITTEE  
August 19, 2014**

The Improvement and Service Committee, having met on August 13, 2014 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the Preble Park Neighborhood Association to place their Neighborhood Identification sign within East Mason Street City right-of-way.
2. To approve the request by Kathie Steward, Controller for Kadant GranTek, Inc. for a refund of overpaid storm water charges from July 2004 to June 2014, in the amount of \$31,037.98 at 607 Liberty Street.
3. To receive and place on file the request by Ald. Scannell to review the policy of what can be grown in City terraces with the intent to implement guidelines for growing vegetable gardens in terraces.
4. To receive and place on file the request by Ald. Tim DeWane for information regarding the parking meters in the Downtown District to change this to 2-hour parking, copying the Broadway Downtown District.
5. To have the Director of Public Works investigate with the Zoning Administrator to see if creating a combination Certified Survey Map, and submitted a site plan with the Building Inspection Department proposing a circular drive would allow the existing curb cut and drive apron on Ridge Road to remain.
6. To receive and place on file the request by Ald. Wery to review all applicable ordinances pertaining to curb cuts for driveways and consideration of grandfathering or creating an exception/appeal process.
7. To approve the request by Department of Public Works for an easement from Riverfront Lofts Homeowners Association to allow paving bricks on private property on the north side of the 100 Block of Cherry Street.
8. To approve the request by the Department of Public Works to modify the 2014 Capital Improvement Program by not more than \$25,000.
9. To approve the request by the Department of Public Works to award to the low quotation from Robert E Lee & Associates, for Professional Services for Topographic Survey Services for the 2015 Resurfacing Program, in the amount of \$22,994.20.
10. To approve the request by the Department of Public Works to amend the contract for professional engineering services for Compliance, Maintenance, Operation and Management (CMOM) to Brown and Caldwell, in the amount of \$95,039.42.
11. To approve the request by the Department of Public Works to award the Quotations for Professional Services for 2014 Bridge Inspections by the joint venture of AECOM and Collins Engineering, in an amount not to exceed \$52,000.

12. To approve the request by DigiCopy for an Air Rights Easement for a projecting sign to be installed within the 200 block of East Walnut Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
13. To approve the request by Riverfront Lofts Homeowners Association for an Easement for the use of public right-of-way to access and maintain the Riverfront Lofts Condominium contingent upon execution of a Hold Harmless Agreement and placing on file with the City the applicable insurance.
14. To approve the request by Quick Signs on behalf of the Chamber of Commerce and Green Bay Broadway Development, LLC the Owners, for an Air Rights Easement to allow the installation of a sign above the Dousman Street right-of-way located in the 300 block of Dousman Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
15. To approve the request by Eppstein Uhen Architects on behalf of G B Metreau, LLC the Owners, for encroachment easements within the 100 block of East Walnut Street, 100 block of North Washington Street and City Deck rights-of-way for canopies, door swings, building overhangs, stoops, and patio along the City Deck including retaining walls, planters, slab, stairs, railings and ramps contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.
16. To approve and award the following contracts to the low, responsive bidders:
  - A. To approve to award contract SEWERS 2-14:

Part A to Dorner, Inc. in the amount of \$247,455.00.  
Part B to Visu-Sewer in the amount of \$147,707.25.
  - B. To approve to award contract TRAFFIC SIGNAL REPAIR - 2014 to the low, responsive bidder, Ramco Construction Services, LLC, in the amount of \$59,102.99.
17. To approve the application for a Concrete Sidewalk Builder's License by Brian's Quality Concrete, Inc.
18. To approve the request by Millennium Architects on behalf of TOHO Properties, LLC for an Air Rights Easement to allow the installation of awnings within the North Broadway and Dousman Street right-of-way contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

**REPORT OF THE PARK COMMITTEE**  
August 19, 2014

The Park Committee, having met on Wednesday, August 13, 2014, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Joannes Park Neighborhood Association to host the 1<sup>st</sup> Annual Music in the Park event contingent upon:
  - Final approval from the Special Events Committee;
  - All fees, permits, and insurances being obtained;
  - No hard liquor allowed – beer and wine allowed in the designated area only;
  - Must adhere to all noise ordinances;
  - No glass containers allowed in the park;
  - All expenses for the event are the responsibility of the Joannes Park Neighborhood Association.
2. To approve acceptance of the donation of new playground equipment for East River Van Beaver Park contingent upon all costs for the purchase of the equipment and materials being the responsibility of the Starlite Neighborhood Association.
3. To direct staff to gather input from residents and the City Council on the Colburn Pool conceptual designs, provide concept feedback to Ramaker & Associates by August 22, 2014, and to present the final conceptual draft to the Park Committee at the September 10, 2014, meeting.
4. A. To approve the contract with Blindauer Sheet Metal & Roofing, Inc. for roof replacement of the Marquette Park Shelter for \$10,694.  
B. To approve the purchase of outdoor sports lighting fixtures for the Red Smith Park skating area from Musco Sports Lighting LLC for \$13,000.
5. To approve acceptance of the donation and installation of two wood light poles for the hockey rink at Red Smith Park contingent upon:
  - Signed hold harmless agreement;
  - All proper permits and insurances being obtained;
  - All materials meeting City codes;
  - All costs of the delivery and cost of the poles is the responsibility of ATC;
  - All cost of installing the poles is the responsibility of NWTC.
6. To direct staff to work with the Red Smith Neighborhood Association to try to secure funding to complete the installation of two Wisconsin Public Service security lights at Red Smith Park and bring this back to Park Committee or City Council for approval.
7. To approve the request to purchase a reconditioned multi-ski lift handle tow rope for Triangle Hill from Geise Engineering, Inc. for \$17,700.
8. To deny the Request for Proposals, to hire an engineering consultant to complete the plans and specifications for the relocation of the train and giant slide at Bay Beach Amusement Park, to direct staff to resubmit the Request for Proposals, and bring the results back to the Park Committee for review.
9. To receive and place on file the Director's Report.

**REPORT OF THE PERSONNEL COMMITTEE**  
**August 19, 2014**

The Personnel Committee, having met on Tuesday, August 5, 2014 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. Mechanic Leadworker – Public Works
  - b. Assistant Director – Public Works
  - c. Business Development Specialist – Economic Development
2. To hold the request to look at bringing back sergeants in the Police Department, with possible action, for one month or until Ald. Nicholson requests the item be brought back to Personnel Committee.
3. To hold the request by Ald. DeWane for one month, 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.
4. To receive and place on file the report on the progress of the traffic unit within the Green Bay Police Department, with possible action; and to provide monthly updates to the committee on the progress of the traffic unit.
5. To receive and place on file the request by Ald. Nicholson to review the Fire Department commendations, with possible action.
6. To continue suspension of the Hook and Ladder Program until after the arbitration decision and the City Council makes a final decision on the scope of the program. Motion carried 3-1, with Ald. Nicholson voting no.
7. To continue the review of the Housing Administrator position and have staff report back when the review is completed.
8. To receive and place on file the report of routine Personnel Actions for regular employees.
9.
  - a. To receive and place on file the notice by Green Bay Area Fire Fighters IAFF Local 141 to open contract negotiations for a successor agreement.
  - b. To advise staff to continue with the police supervisory negotiation process.

6

## PROTECTION & WELFARE COMMITTEE REPORT August 19, 2014

The Protection & Welfare Committee, having met on Monday, July 28, 2014 considered all matters on the agenda and wishes to report and recommend the following:

4. To approve the request by the owner of Brewski's, 1100 S. Broadway, to hold an outdoor event on August 2. The approval of the request is subject to complaint.
5. To deny Ald. Wiezbiskie's request to develop an ordinance similar to the City of Wausau with regards to the use of cell phones and other handheld electronic devices while driving (referred to staff at the February 24, 2014 meeting).
6. To postpone the request by Ald. Moore to amend the Green Bay Municipal Code §8.08 to limit the number of dogs permitted in residential neighborhoods.
7. To approve as amended the request by staff to amend Green Bay Municipal Code §15.68 – Building Maintenance to include maintenance of other structures on property.
8. To approve the appeal by Wesley Renard to the denial of his Operator License application.
9. To approve the appeal by Stacey Pawlak to the denial of her Operator License application.
10. To deny the appeal by Gerald Lesperance Jr. to the denial of his Operator License application.

The Protection & Welfare Committee, having met on Monday, July 28, 2014 considered all matters on the agenda and based on authority granted to them by the City Council on Tuesday, July 15, 2014 wishes to report that final approval was given for the following actions:

### Informational only

1. Application for 1 of 11 "Class B" Combination License by Tiletown Tobacco, LLC at 320 N. Broadway, Suite 310.
2. Renewal application for a Class "B" Beverage and "Class C" Wine License by Auten's Eatery, LLC at 1015 W. Mason Street.
3. Application for a "Class B" Combination License by Gasoline Bar, LLC at 709-711 S. Broadway.

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

**August 19, 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**

Alban, Ryan R	Boulanger, Brooke D	Connor, Jeffrey S
Allen, Laura L	Bourassa, Daniel J	Corrigan, Jacqueline A
Alvarez, Gustavo Jr	Boyle, Sean C	Cowan, Brad T
Alvarez, Julia	Brodhagen, John H	Cristiano, Ruth A
Anderson, Eric S	Brooks, Lisa L	Crutcher, Stephanie N
Anderson, Susan A	Brunette, Felicia B	Dahlgard, Kristy A
Andrews, Karlyn M	Brunner, Michelle L	Danforth, Clifford S
Arbeiter, Kathleen M	Buckley, Stacy L	Danforth, Crystalene V
Arcand, Marcia I	Buonocore, Amanda S	Davis, Jason M
Arce, Tanya L	Burke, Crystal A	DeBauche, Linda M
Ascher, Scott M	Burmeister, Neil J	Dederich, Lori A
Bailey, Jessica A	Busch, Christa M	DeMoulin, Dale J
Banks, Trenell L	Busch-Hill, Tara A	Denny, Derrick M
Barac, Melissa J	Bushman, Thomas E	Derge, Eric C
Barke, Linda L	Busko, Marc M	DeVillers, Linda L
Bartels, Sandra M	Caprario, Curt R	Diehls, Hayley A
Baye, Guy J	Cary-Montoure, Maria H	Diges, Cheryl Y
Bayerl, Alyssa L	Cassady, Gabrielle L	Dix, Gina M
Becks, Andrew W	Chaikowski, Dawn M	Dorff, Cassandra J
Begotka, Carol J	Chamberlain, Linda M	Doxtater, Ruth E
Behnke, Anthony R	Chapman, Eric M	Doxtator, Kristina Y
Beisser, Timothy N	Chapman, Shana A	Doxtator, Stana M
Belonger, Benjamin J	Christenson, Kathleen M	Dubord, Tammy S
Berenberg, Andrew M	Clancy, Thomas P	DuPont, Brian G
Bero, Misty M	Clark, Austin A	Elliott, Rayann L
Betts, Tina M	Cleary, Ami L	Eygendaal, Samantha A
Biegert, Shasta M	Cliver, Larry M	Fair, George L
Blahnik, Mariah L	Cochran, Marcus J	Feest, Gerald R
Blohowski, Adam J	Coe, Stephen D	Fictum, Nancy A
Bolwerk, Jon W	Coel, Michelle A	Fleming, Jr., Robert J
Borchardt, Karen A	Colwell, Kimberly A	Flores, David L

Fontanez-Montero, Miriam  
Foster, Christopher J  
Foytik, Bradley A  
Frisque, Sara J  
Fuller, Andrea M  
Fuller, Kenneth M  
Gajeski, Katie J  
Galloway, Lauren R  
Galske, Anna M  
Gamanga, Emmanuel  
Gardner, Audra A  
Garvey-Zastrow, Nathaniel R  
Gerbers, Justin E  
Gervais, Dawn M  
Gezella, Carrie L  
Ginzl, Deborah M  
Ginzl, Jordan J  
Goetsch, Dustin PK  
Grams, Erin M  
Gravel, John J  
Greene, Christine A  
Griesbach, Jeffrey J  
Griswold, Alex J  
Grueneberg, Cynthia A  
Gucwa, Kevin W  
Guzman, Amy J  
Haasch, Erin M  
Hagerty, Melanie L  
Hale, Allan J  
Hansen, Brooke L  
Hansford, David A  
Hartman, Douglas R  
Haupt, Kenneth A  
Haupt, Sunshine F  
Haywood, Richard C  
Heath, Teri L  
Hecker, Steven P  
Heil, Gail M  
Hein, Caleb N

Heinonen, Mark A  
Herzog, Annie L  
Hickey, Eric C  
Hill, Crystal M  
Hillier, Anthony C  
Hillier, Beau J  
Holl, Timothy C  
Holtz, Amalia M  
Holtz, Lauren  
Howard, Michael C  
Hubbard, Lisa E  
Jablonske, Ronald I  
Jagmin, Casey J  
Janiak, Ahsan D  
Janowski, Peter J  
Janssen, Jesse J  
Jarman, Valerie S  
Johnson, Jesse D  
Johnson, Pamela J  
Johnson, Rachael R  
Johnston, Pamela R  
Johnston, Robert G  
Jones, Jessica M  
Joppe, Daniel A  
Jordan, Merlene D  
Jordan, Rose A  
Joski, Alexandria L  
Kaisershot, Lauren A  
Kane, Michael B  
Kasel, Tanya R  
Kasten, Amy w  
Kastens, Jessica D  
Katarincic, Chad W  
Kawula, Phillip D  
Kerin, Lyhia L  
Kiehnau, Tara J  
Kinney, Jamie L  
Klug, Dee Dee A  
Knox, Ashley W

Kocken, Stormey R  
Koehler, Paul J  
Koenigs, Benjamin H  
Koepke, Gertrudes C  
Kofler, Patricia L  
Konitzer, Shanna C  
Konop, Michael J  
Konop, Shantel M  
Kriescher, Linda L  
Kroner, Jessica A  
Krueger, Tabitha I  
Kubalak, Theresa M  
Kudick, Gregory L  
Lantz, Sarah A  
Lao, Lori A  
Larscheid, Nicholas J  
Lasee, Jamie J  
Lee, Vanoudom  
Leiva, Desiree M  
LeMense, Theresa A  
Lemke, Corik  
LeNoble, Kristy A  
Leonhard, Timothy J  
Lewins, Ronald J  
Lindow, Chris T  
Loberger, Nancy J  
Longsine, Christine A  
Lotto, Bridget K  
Lubin, Adam N  
Lundgren, Breanna L  
Lystrom, Luke A  
Lystrom, Wayne L  
Lyudmer, Marina S  
Mader, Kelly  
Malott, Robin L  
Manteufel, Steven M  
Marquardt, Jennifer L  
Marquardt, Tricia N  
Medina-Patino, Jorge

Meigio, Tia P  
Meneau, Aaron C  
Micoley, Jason E  
Micolichek, Terri Jo  
Miller, Debra J  
Morales, Kimberlee S  
Moreno, Lourdes S  
Mottes, Selina N  
Munish, Bhatoya  
Murray, Kenneth J  
Niedermeier, Kenneth E  
Norton, Taelor M  
Nowell, Daniel R  
Oas, Jordan W  
Olson, Anthony J  
Olson, Austin M  
Olson, Jr., Thomas N  
Orosco, Lavina J  
Ortiz, Jessica I  
Oswald, Nicholas A  
Owley, Eric J  
Paiser, Dawn L  
Pankratz, Kylene H  
Panure, Karen L  
Parins, Ashley L  
Parins, Jonathan W  
Pearce, Cathleen M  
Pearson, Matthew J  
Perron, Daniel J  
Peters, Amy M  
Peters, Samantha M  
Peterson, Linda J  
Petrasako, Bradley T  
Phillips, Brad M  
Phillips, Sheila R  
Phillips, Veronica M  
Pierson, Karen E  
Pinch, Howard O  
Plog, Krysta M

Popp, Kurt L  
Powless, Cherilyn L  
Rauterkus, Diane M  
Ray, Alana M  
Rehberger, Carl S  
Rommel, Thomas M  
Rentmeester, Jason R  
Rentmeester, Ryan M  
Rieck, Scott A  
Rivera-Powless, Kim M  
Roden, Elizabeth S  
Rodriguez Ponce, Ruben  
Ruby, Marianne L  
Ruby, Michael I  
Ryan, Lauren M  
Sailer, Olivia B  
Saliger, Jesse J  
Santos, Tammy T  
Sass, Danielle M  
Scheiwe, Daniel E  
Schiller, Allison R  
Schmit, Christopher R  
Schoenhofen, Jamie R  
Schuessler, Karla A  
Schultz, Danielle E  
Schultz, Jessica E  
Scullion, Lily E  
Seitz, Craig C  
Selissen, Joelle G  
Sewell, Shawna F  
Sieker, David C  
Silva, Jolina R  
Singh, Sandeep  
Sirianni, Jr., Anthony F  
Skenandore, Charlotte M  
Smith, Tyler S  
Snyder, Jeanine M  
Speier, Jennifer E  
Splitgerber, Kodi M

Standifer, Devin S  
Staszak, Sandra J  
Steen, Amy J  
Steinfeldt, Katrina A  
Stephenson, Christian C  
Stevens, Sandra K  
Stock, Gary G  
Stockel, Kelly J  
Strehlow, Carl J  
Sundquist, Nicole K  
Sutrick, Janelle A  
Szczepanski, Chad M  
Szprejda, Carrie A  
Taylor, Eteka J  
Tegen, Daniel J  
Tengowski, Thomas A  
TenHaken, Heather R  
Tessmer, Keri L  
Thor, Mary M  
Torrez, Jesus  
Tourtillott, Jessica R  
Tran, Jordan L  
Trepanier, Sabrina M  
Trofka, Victoria A  
Unrath, Mark K  
Van Asten, Bret P  
Van Buren, Sarah L  
Van Straten, Julia M  
VanBoxel, John P  
Vanden Busch, Patrick J  
Vandenbusch, Curtis P  
VanderBloomen Jr., Edward  
Vandervest, Daniel J  
Vanderwalker, Jackilynn R  
Vann, Corey L  
Vazquez-Martinez, Mario A  
Verheyden, Julie A  
Verheyen, Donald J  
Vigue, Amy J

Vizelka, Bruce A  
Wagner, Lewis J  
Walczak, Sandra S  
Walsh, Brandon J  
Waniger, McKenzie M  
Waterworth, Tina M  
Wautier, Lynn D  
Weber II, John J  
Webster, Barbara J  
Webster, Gun La Dunt  
Webster, Yako S  
Wenninger, Amanda A  
West, Penny M  
Weydt, Robert C  
Whitehouse, Mary Gail  
Willer, Joseph M  
Williquette, Jeffrey M  
Wiltzius, Mary B  
Windorski, Trista J  
Wolf, Michelle L  
Wolter, Donald T  
Wooldridge, Jennifer M  
Zahn, Jay L  
Zalewski, Jaclyn J  
Ziepke, Marcia L  
Zierer, Troy M  
Zuercher, Carissa L

B.C.

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

August 19, 2014

Resolution No. \_\_\_

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**An Initial Resolution Authorizing the Sale and Issuance of  
Water System Revenue Refunding Bonds;  
and Certain Related Details**

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RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is currently in need of funds to finance the current refunding of the outstanding portion of each of the callable maturities of the Issuer’s \$76,765,000 Water System Revenue Refunding and Improvement Bonds, Series 2004, dated October 1, 2004 (the “**Refunding**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Refunding be borrowed, pursuant to the provisions of Section 66.0621 of the Wisconsin Statutes, on the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

**Section 1. Authorization of Issuance and Purpose of Bonds.**

Under and by virtue of the provisions of Section 66.0621 of the Wisconsin Statutes, the City shall issue its negotiable, water system revenue refunding bonds in a principal amount of approximately \$14,500,000 (the “**Bonds**”) to finance the Refunding; *provided, however*, that the Bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

**Section 2. Authorization of Sale of Bonds.**

The Bonds shall be sold by negotiated sale to Robert W. Baird & Co. Incorporated (the “**Purchaser**”).

**Section 3. Bonds Not General Obligation Debt.**

The Bonds shall be special obligations of the City payable solely from net revenues of the City’s water utility and shall not constitute a debt of the City for which its full faith and credit and taxing powers are pledged.

**Section 4. Preparation of Official Statement.**

The Mayor and the Clerk are hereby authorized and directed to cause a preliminary offering document for the Bonds (the “**Official Statement**”) to be prepared. The Mayor and the Clerk are hereby authorized on behalf of the City, to approve the form of Official Statement and authorize it to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1)), and to supply copies of the Official Statement upon request.

**Section 5. Further Actions.**

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Bonds (the “**Bond Purchase Agreement**”), to fix the interest rate or rates on the Bonds in accordance with the Bond Purchase Agreement, to provide for the form of the Bonds, to set forth any early redemption provisions, to set water rates in amounts sufficient to pay the principal of, and interest on, the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

**Section 6. Severability of Invalid Provisions.**

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

**Section 7. Authorization to Act.**

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

**Section 8. Prior Actions Superseded.**

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

**Section 9. Effective Date.**

This resolution shall take effect upon its adoption and approval in the manner provided by law.

Adopted: August 19, 2014

Approved: August \_\_, 2014

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Mayor

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Clerk

**RESOLUTION APPROVING  
G B METREAU, LLC FOR  
ENCROACHMENT EASEMENTS WITHIN THE  
100 BLOCK OF EAST WALNUT STREET,  
100 BLOCK OF NORTH WASHINGTON STREET  
AND CITY DECK RIGHT-OF-WAY  
HOLD HARMLESS AGREEMENT  
August 19, 2014**

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

To approve the request by Eppstein Uhen Architects on behalf of G B Metreau, LLC the Owners, for encroachment easements within the 100 block of East Walnut Street, 100 block of North Washington Street and City Deck rights-of-way for canopies, door swings, building overhangs, stoops, and patio along the City Deck including retaining walls, planters, slab, stairs, railings and ramps contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

**RESOLUTION APPROVING  
RIVERFRONT LOFTS HOMEOWNERS ASSOCIATION  
FOR THE USE OF PUBLIC RIGHT-OF-WAY TO ACCESS  
AND MAINTAIN THE RIVERFRONT LOFTS CONDOMINIUM  
HOLD HARMLESS AGREEMENT  
August 19, 2014**

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

To approve the request by Riverfront Lofts Homeowners Association for an Easement for the use of public right-of-way to access and maintain the Riverfront Lofts Condominium contingent upon execution of a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

**RESOLUTION APPROVING  
PREBLE PARK NEIGHBORHOOD ASSOCIATION  
TO PLACE A NEIGHBORHOOD IDENTIFICATION  
SIGN ON CITY PROPERTY  
HOLD HARMLESS AGREEMENT  
August 19, 2014**

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

To approve the request by the Preble Park Neighborhood Association to place their Neighborhood Identification sign within East Mason Street City right-of-way.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

14.

**RESOLUTION APPROVING  
RIVERFRONT LOFTS HOMEOWNERS ASSOCIATION  
TO ALLOW PAVING BRICKS ON PRIVATE PROPERTY  
ON THE NORTH SIDE OF THE  
100 BLOCK OF CHERRY STREET  
HOLD HARMLESS AGREEMENT  
August 19, 2014**

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

To approve the request by Department of Public Works for an easement from Riverfront Lofts Homeowners Association to allow paving bricks on private property on the north side of the 100 Block of Cherry Street.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

**RESOLUTION APPROVING  
AIR RIGHTS EASEMENT  
WITHIN THE 200 BLOCK OF  
EAST WALNUT STREET  
August 19, 2014**

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

To approve the request by DigiCopy for an Air Rights Easement for a projecting sign to be installed within the 200 block of East Walnut Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

16.

**RESOLUTION APPROVING  
AIR RIGHTS EASEMENT  
IN THE 300 BLOCK OF DOUSMAN STREET  
August 19, 2014**

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

To approve the request by Quick Signs on behalf of the Chamber of Commerce and Green Bay Broadway Development, LLC the Owners, for an Air Rights Easement to allow the installation of a sign above the Dousman Street right-of-way located in the 300 block of Dousman Street contingent upon executing a Hold Harmless Agreement and placing on file with the City the applicable insurance.

Adopted \_\_\_\_\_, 2014

Approved \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

RESOLUTION RELATING TO THE COMPOSITION  
OF THE BROWN COUNTY PLANNING  
COMMISSION BOARD OF DIRECTORS

August 19, 2014

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Brown County Planning Commission Board of Directors must add representation to include the Wisconsin Department of Transportation and Transit according to the federal requirements of being named a designated Transportation Management Area; and

WHEREAS, reorganizing the Brown County Planning Commission Board of Directors will allow for additional representation for towns that have become villages since the year 2000 Brown County Planning Commission Board of Directors reorganization; and

WHEREAS, Section 66.0309(3)(b), Wis. Stats., provides that the composition of the Board of Directors of a one county regional planning commission shall be approved by the local units of government in the County; and

WHEREAS, on June 4, 2014, the Brown County Planning Commission Board of Directors recommended a composition of the Board of Directors as depicted on the map titled "BCPC Board of Directors Recommended Option 4", and a copy of that composition map is attached hereto and made a part hereof as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the composition of the Brown County Planning Commission Board of Directors, as depicted on the map titled "BCPC Board of Directors Recommended Option 4", is hereby adopted.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

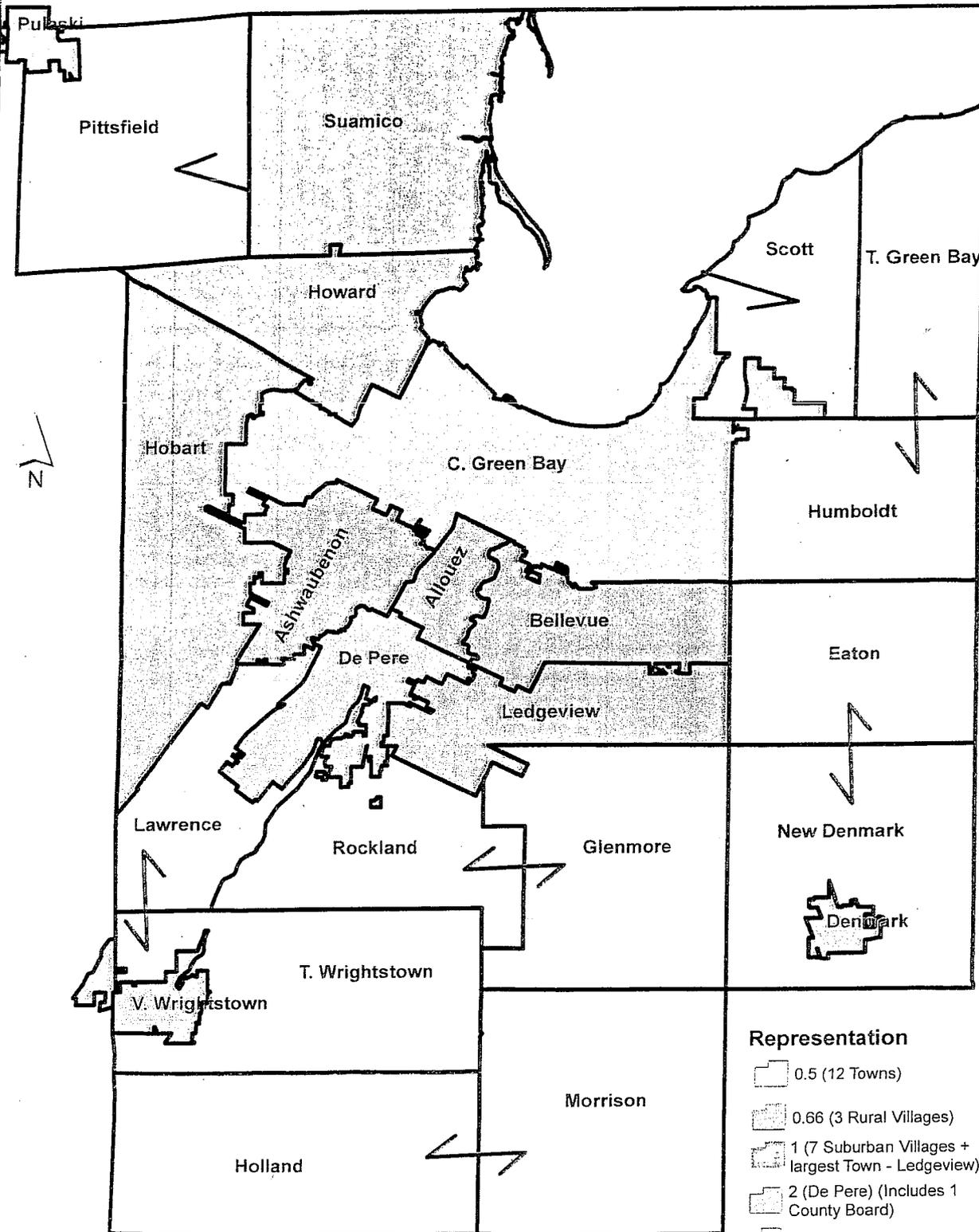
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

bc

Attachment – Map

# BCPC Board of Directors Recommended OPTION 4



**Rationale:**  
 Cities: Keep basic representation the same (7 Green Bay, 1 De Pere)  
 Suburban Villages + T. Ledgeview: 1 rep each  
 3 Rural Villages: Continue to share 2 reps  
 12 Towns: Continue to share 6 reps  
 County Exec: Continue to appoint 3 Co. Board Members  
 1 Green Bay, 1 De Pere, 1 Rural  
 Add At-Large WisDOT rep and Transit rep  
 per TMA requirements

↔ = Partner Towns

At-Large  
 +1 WisDOT  
 +1 Rural County Board  
 +1 Transit



**Representation**  
 [Pattern] 0.5 (12 Towns)  
 [Pattern] 0.66 (3 Rural Villages)  
 [Pattern] 1 (7 Suburban Villages + largest Town - Ledgeview)  
 [Pattern] 2 (De Pere) (Includes 1 County Board)  
 [Pattern] 8 (Green Bay) (Includes 1 County Board)

25  
 28 Total Reps

RESOLUTION AUTHORIZING ADVISORY  
REFERENDUM ON WISCONSIN'S MINIMUM WAGE

August 19, 2014

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is one of our most cherished values that there is dignity in work and that everyone in Wisconsin should have the opportunity to work their way into the middle class, not fall out of it; and

WHEREAS, we are not short of work ethic in Wisconsin, we are short of good jobs that enable working families to begin to work their way up; and

WHEREAS, Wisconsin workers are working harder and harder for less and less, every year the minimum wage stays the same workers take a pay cut, and wages are now so low that millions of full-time workers are below the poverty line and qualify for food stamps; and

WHEREAS, if people don't earn enough money to pay for the basics, like food, rent, and transportation, the economy stalls, weakening our communities and damaging local businesses; and

WHEREAS, nearly 9 in 10 Wisconsin workers who would benefit from a minimum wage increase are 20 years of age or older, nearly two-thirds are women, and 234,000 Wisconsin children would see their families' income increase; and

WHEREAS, our government's role is to maintain a wage and benefit floor to guarantee all work is valued, and that no Wisconsin worker is denied an honest day's pay for an honest day's work; and

WHEREAS, the great American middle class is not something that just happened, we built it brick by brick; and

WHEREAS, a \$10.10 minimum wage would bring our wage floor to roughly the same level as it was in the late 1960s, adjusted for inflation; and

WHEREAS, a \$10.10 minimum wage would raise wages for 587,000 Wisconsin workers by \$816 million and generate over \$500 million in additional economic activity in Wisconsin in the next three years, resulting in nearly 4,000 new jobs; and

WHEREAS, the minimum wage would immediately rise to \$8.20 and then \$10.10 within two years.

NOW, THEREFORE, BE IT RESOLVED that the people of the City of Green Bay shall vote on the following advisory referendum question at the November 4, 2014, general election:

“Should the State of Wisconsin increase the minimum wage to \$10.10 per hour?”

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

GENERAL ORDINANCE NO. 17-14

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

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

**SECTION 1.** Section 15.68 Green Bay Municipal Code, is hereby amended as follows:

15.68 BUILDING MAINTENANCE (Cr. GO 13-13)

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

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

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

**(3m) OTHER STRUCTURES.** **Accessory structures, temporary structures, fences and other structures shall be kept in a manner that is safe, functioning, cleanable, and undamaged.**

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

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

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

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

**SECTION 2.** 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 \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JLM:bc

08/19/14

GENERAL ORDINANCE NO. 14-14

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 adding thereto the following NO STOPPING OR STANDING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

VICTORIA STREET, east side, from Crooks Street to a point 405 feet north of Crooks Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

SEVENTH STREET, north side, from Military Avenue to a point 145 feet east of Military Avenue

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

SEVENTH STREET, north side, from Military Avenue to West Mennen Court

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

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

bc

07/15/14

GENERAL ORDINANCE NO. 15-14

AN ORDINANCE  
 AMENDING CHAPTER 13-604, TABLE 6-2,  
 GREEN BAY MUNICIPAL CODE,  
 REGARDING THE REGULATION OF  
 COVERED PORCHES  
 (TA 14-05)

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

**SECTION 1.** Section 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
<b>Minimum Lot Area (sq. ft.)</b>				
Single-Family Detached Dwelling	10,000 <sup>a</sup>	7,500	5,000	5,000
Duplex (per building)		7,500	5,000	5,000
Semi-Detached Dwelling (per lot)	-	6,000	4,000	4,000
Single-Family Attached	-	-	2,500 or 15/ac (the lesser) <sup>d</sup>	2,500 or 15/ac (the lesser) <sup>d</sup>
Multifamily Dwelling (per unit)	-	-	see 13-607	see 13-607
All Other Uses (per lot):		10,000	10,000	10,000
<b>Minimum Lot Width (feet)</b>				
Single-Family Detached Dwelling	75	75	45	45
Duplex (per building)		75	45	45
Semi-Detached Dwelling (per lot)	-	40	30	30
Single-Family Attached	-		25	20
Multifamily Dwelling (per building)	-		40	40
<b>Minimum Building Width (feet)</b>		see note b		
<b>Maximum Height (feet/stories)</b>		35/2.5 <sup>e</sup>	35/2.5 <sup>e</sup>	35/3 <sup>e</sup>
				45/4 <sup>e</sup>
<b>Building Setback Requirements (feet)</b> (Amd. GO 11-14)				
Front Yard	20 <sup>c,h</sup>	15 <sup>c,h</sup>	15 <sup>c,h</sup>	15 <sup>c,h</sup>
Side Yard <sup>e, f, i, j</sup>	6/8 ea. <sup>h</sup>	6/8 ea. <sup>h</sup>	6 ea. <sup>h</sup>	10 ea. <sup>h</sup>
Rear Yard	25	25	25	25
Garages (attached)	25	20	20	20

Notes to Table 6-2:

- a. For lots in the RR district without City services, minimum lot area shall be 10 acres. Other lot dimensions shall be as specified in Table 6-2. See Section 13-605.
- b. The minimum building width on any side shall be at least twenty-five (25) feet, not including any entryways or other structures that do not run the full length of the building.
- c. Where at least fifty (50) percent of the front footage of any block is built up with principal structures, the front yard setback for new structures shall be equal to the average of the existing structures, except that any structure which is set back twenty (20) percent more or less than the average may be discounted from the formula.
- d. If townhouses are developed on parcels where only the land immediately beneath each dwelling unit constitutes an individually-described lot and all other land constitutes common properties, the density requirement rather than the minimum lot size shall apply to the entire parcel.
- e. Side yards setbacks shall apply to the ends of attached or semi-detached dwellings.
- f. Corner properties: The side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, the setback shall be a minimum of ½ the required front yard setback of the subject property's zoning district.
- g. Heights of structures may be increased with a conditional use permit as permitted in 13-205.
- h. Covered porches are permitted in the front setback compliant with the conditional use permit requirements found in 13-205. **A porch proposed for a designated historic property or a contributing building within a historic district may be constructed within a front and/or side yard setback provided the porch is historically appropriate or a restoration of a significant architectural feature of the original structure.**
- i. Lots containing less than 60 feet of public street frontage may have a side yard reduction to 6 feet for primary buildings.
- j. (Amd. GO 11-14) 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

07/15/14

GENERAL ORDINANCE NO. 16-14

AN ORDINANCE  
AMENDING CHAPTER 13-904,  
GREEN BAY MUNICIPAL CODE,  
REGARDING OUTDOOR STORAGE AND DISPLAY  
IN THE BUSINESS PARK (BP) DISTRICT  
(TA 14-06)

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

**SECTION 1.** Section 13-904, Green Bay Municipal Code, is hereby amended as follows:

**13-904. Outdoor storage and display.**

~~(a) Outdoor storage, sales or display are not permitted in the Business Park (BP) District.~~

~~(b) In the Light Industrial and General Industrial districts, outdoor storage shall be completely screened from any adjacent street, sidewalk, public walkway, public park, or residential property, in compliance with Chapter 13-1820, Site Plan Review. Outdoor sales and display areas shall be separated from any adjacent street, sidewalk, or public walkway by a low landscaped screen, in compliance with Chapter 13-1814, Site Plan Review.~~

**a. Outdoor storage areas shall not exceed 25% of the lot area and shall be contiguous.**

**b. A fence 90% impervious to sight is required to enclose all outdoor storage areas from view. The fence shall not exceed eight ft. in overall height and shall consist of wood, vinyl or masonry material.**

**c. No material/product may be stored higher than the required fencing.**

**d. A five-foot-wide landscaped area shall be provided along all fenced areas with ground cover, shrubs or trees planted at an average spacing of 30 ft. on center.**

**e. All outdoor storage areas shall be surfaced compliant with Chapter 13-1714.**

**f. No outdoor storage shall encroach within a required setback.**

**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

07/15/14

ZONING ORDINANCE NO. 8-14

AN ORDINANCE  
REZONING PROPERTY LOCATED AT  
1672 – 1678 EAST MASON STREET/1666 CASS STREET  
FROM LIGHT INDUSTRIAL (LI) DISTRICT  
TO GENERAL COMMERCIAL (C1) DISTRICT  
(ZP 14-19)

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

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

Tax Parcel Number 21-1342-1: ASTORS SUBD OF PC 3 TO 7 E W 110 FT OF  
S 150.66 FT OF N 153.66 FT OF LOT 19 & PRT IN J12294-15 EX J13703-22  
FOR ST

**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

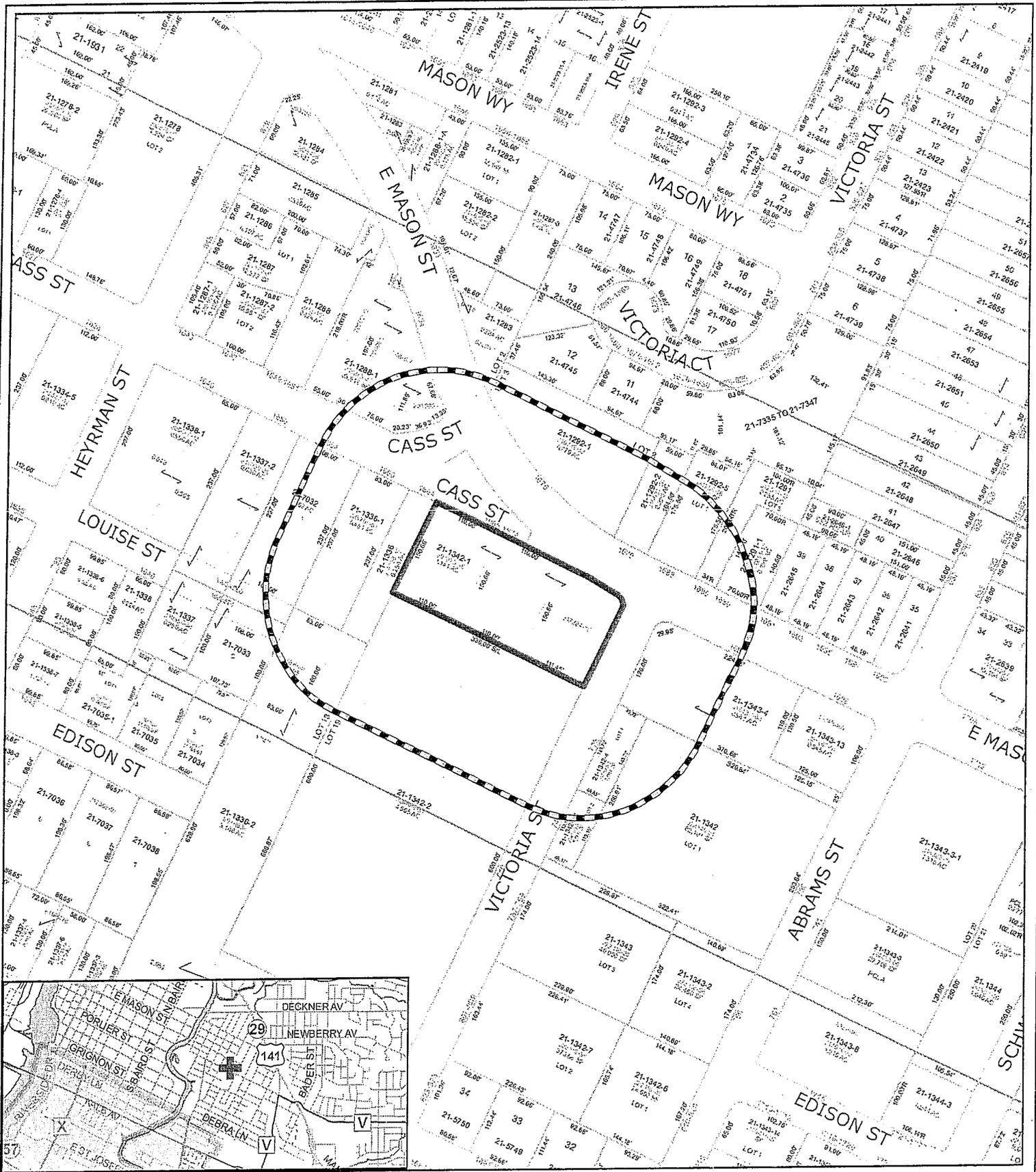
ATTEST:

\_\_\_\_\_  
Clerk

bc

07/15/14

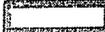
Attachment – Map



**Zoning Petition (ZP 14-19)**  
**Request to rezone 1672-1678 East Mason Street/1666 Cass Street**  
**from Light Industrial (LI) to General Commercial (C1)**

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. PN, May 2014. \Planning\CityZPMaps\2014\ZP14-19



-  Subject Area
-  200' Notice Area

234.