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# **AGENDA OF THE COMMON COUNCIL**

**TUESDAY, MAY 17, 2016, 7:00 P.M.**

**COUNCIL CHAMBERS  
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the May 3, 2016 meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

## **PUBLIC HEARINGS**

Zoning Ordinance No. 8-16

An ordinance amending the Planned Unit Development Overlay District for properties located in the 2400 block of Sturgeon Bay Road (2400 block University Avenue) to include 607 Fred Street. (Item #36)

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Zoning Ordinance No. 9-16

An ordinance rezoning property located at 607 Fred Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (Item #37)

Zoning Ordinance No. 10-16

An ordinance rezoning property located at 515 West Walnut Street from Highway Commercial (C2) District and Office Residential (OR) District to Downtown (D1) District and 113 South Maple Street from Office Residential (OR) District to Downtown (D1) District. (Item #38)

## APPOINTMENTS

### RE-APPOINTMENTS:

#### Zoning & Planning Board of Appeals

Don Carlson, Term to expire: May 1, 2019

Thomas Hoy, Term to expire: May 1, 2019

#### Room Tax Commission

Larry Vesely, Term to expire: April 16, 2017

#### Brown County Planning Commission

Paul Blindauer, Term to expire: May 1, 2019

Steve Grenier, Term to expire: May 1, 2019

### NEW APPOINTMENT:

#### Traffic Commission

Ray Smith, Term to expire: March 1, 2019

## 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 Park Committee.

With regard to Item #2, 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.

3. Report of the Economic Development Authority.
4. Report of the Plan Commission.

5. Report of the Redevelopment Authority.
6. Report of the Advisory Committee.
7. Report of the Finance Committee.
8. Report of the Improvement & Service Committee.
9. Report of the Personnel Committee.
10. Report of the Protection & Welfare Committee.
11. Report of the Protection & Welfare Committee granting Operator Licenses.

**RECEIVE & PLACE ON FILE**

Building Permit Report for April, 2016.

**RESOLUTIONS**

12. Initial Resolution authorizing the issuance of not to exceed \$5,820,000 General Obligation Bonds for street improvements.
13. Initial Resolution authorizing the issuance of not to exceed \$3,280,000 General Obligation Bonds for sewerage improvements.
14. Initial Resolution authorizing the issuance of not to exceed \$600,000 General Obligation Bonds for parking lots and other parking facilities.
15. Initial Resolution authorizing the issuance of not to exceed \$350,000 General Obligation Bonds for fire engines and other equipment of the Fire Department.
16. Initial Resolution authorizing the issuance of not to exceed \$720,000 General Obligation Bonds for parks and public grounds.
17. Initial Resolution authorizing the issuance of not to exceed \$675,000 General Obligation Bonds for construction of engine houses for the Fire Department.
18. Initial Resolution authorizing the issuance of not to exceed \$3,500,000 General Obligation Bonds for swimming pools.
19. Initial Resolution authorizing the issuance of not to exceed \$1,000,000 General Obligation Bonds for water system improvements.
20. Initial Resolution authorizing the issuance of not to exceed \$5,315,000 Taxable General Obligation Refunding Bonds.

21. Resolution authorizing and providing for the issuance of not to exceed \$21,260,000 General Obligation Bonds; providing for the notification and sale of said bonds; and other related details.
22. Resolution authorizing and directing the publication of notice of the adoption of initial resolutions.
23. Initial Resolution authorizing the sale and issuance of General Obligation Promissory Notes; and certain related details.
24. Resolution authorizing pay off of three state Trust Fund loans using excess sales tax funds.
25. Resolution approving a sidewalk easement along Morrow Street between Baird Creek and Danz Avenue.
26. Resolution authorizing conditional-use approval at 515 West Walnut Street and 113 South Maple Street.
27. Resolution authorizing conditional-use approval at 2388 Manitowoc Road.
28. Resolution authorizing conditional-use approval at 1719 Gross Avenue.
29. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703. Wisconsin Statutes – Water main and water services.

#### **ORDINANCES - FIRST READING**

30. General Ordinance No. 8-16  
An ordinance amending Section 29.208 of the Code relating to parking regulations.
31. General Ordinance No. 9-16  
An ordinance amending Chapters 1 and 29 of the Code relating to the Traffic Commission.
32. General Ordinance No. 10-16  
An ordinance amending Section 2.03(1) of the Code relating to appointment to Standing Committees.
33. Miscellaneous Ordinance No. 1-16  
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property generally located along Lombardi Avenue to Thorndale Street, between South Ridge Road and Frank Street.

## ORDINANCES - THIRD READING

34. General Ordinance No. 6-16  
An ordinance amending Section 27.622(2) of the Code relating to sexual offender residency restrictions.
35. General Ordinance No. 7-16  
An ordinance creating Section 3.04 of the Code relating to the Municipal Board of Absentee Ballot Canvassers.
36. Zoning Ordinance No. 8-16  
An ordinance amending the Planned Unit Development Overlay District for properties located in the 2400 block of Sturgeon Bay Road (2400 block University Avenue) to include 607 Fred Street.
37. Zoning Ordinance No. 9-16  
An ordinance rezoning property located at 607 Fred Street from Low Density Residential (R1) District to Highway Commercial (C2) District.
38. Zoning Ordinance No. 10-16  
An ordinance rezoning property located at 515 West Walnut Street from Highway Commercial (C2) District and Office Residential (OR) District to Downtown (D1) District and 113 South Maple Street from Office Residential (OR) District to Downtown (D1) 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, MAY 17, 2016**

**7:00 P.M.**

PETITIONS & COMMUNICATIONS

FINANCE AND PROTECTION & WELFARE COMMITTEES

Proposal by Tom Hoy for a short-term solution for those families that have lead service lines.

IMPROVEMENT & SERVICE COMMITTEE

Applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Christensen Concrete
- B. Scott R. Weidner Concrete Construction
- C. Dubs Concrete and Construction

PROTECTION & WELFARE COMMITTEE

Original and renewal application by BP Oklahoma, LLC for a Class "A" Beverage License at 1020 N. Irwin Avenue.

Appeal by Caleb Wiegert to the denial of his Operator License application.

## REPORT OF THE PARK COMMITTEE

May 17, 2016

The Park Committee, having met on Wednesday, May 11, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Olde Main Street to host an Art & Sole 5K walk at Whitney Park on Saturday, August 27, 2016, contingent upon the following:

- All costs of the event are the responsibility of Olde Main Street;
- All proper permits and insurances being obtained;
- Olde Main Street is responsible for all security;
- Must adhere to all noise ordinances and regulations;
- No alcohol will be served in the park;
- Final approval of the City Special Events Committee.

2. To approve and move forward with the purchase of 535 St. George Street (Parcel 7-666) for the East River Trail expansion as directed in closed session.

The Committee may convene in closed session pursuant to Sections 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 Committee 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.

3. To receive and place on file the request by Ald. Scannell to look into building the East River Trail with solar paving.
4. A. To approve the award of a contract for repairs to the floor hoist at the west-side Park Shop to the lowest responsive, responsible vendor, Petroleum Equipment Service of WI, LLC, for \$17,582.  
B. To approve the award of a contract for floor tile replacement in the 5<sup>th</sup> and 6<sup>th</sup> Floor hallways at City Hall to Koehler Flooring, Inc. for \$20,515.  
C. To award the contract for fiberglass repairs for the Falling Star ride at Bay Beach Amusement Park to the lowest responsive, responsible vendor, Fiberglass Solutions, for \$10,728, which includes Option A for the painting.

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

## **REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING**

**May 17, 2016**

The Economic Development Authority having met on Wednesday, May 11, 2016 considered all matters on its agenda and wishes to report the following:

1. To approve a 15-foot-wide easement for private utility purposes across City-owned property at 2950 Lowell Drive (Parcel 21-145).
2. To accept donation from the WPS Foundation for an interactive sculpture designed by Cineviz.

**REPORT OF THE GREEN BAY PLAN COMMISSION**  
**May 17, 2016**

The Green Bay Plan Commission, having met on Monday, May 9, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To revise properties generally located along Lombardi Avenue to Thorndale Street, between South Ridge Road and Frank Street from Low Density Housing (LDH) to High Intensity Retail, Office or Housing (HIROH) (Figure 22-2). The Plan Commission further recommended that future zoning should include a compatible mixed use district and a Planned Unit Development (PUD) to address the scale of the development, building & site design and traffic issues related to the proposed development.
2. To deny a Conditional Use Permit (CUP) to authorize a two-family dwelling in a Low Density Residential (R1) District located at 2388 Manitowoc Road.
3. To approve a Conditional Use Permit (CUP) for a Transient Residential use located at 1719 Gross Avenue, submitted by Patrick W. Walsh and Yi-Ting Chen, subject to compliance with the Development standards found in 13-1602(j), Green Bay Zoning
4. To hold the request for a Conditional Use Permit (CUP) for a detached accessory building with a metal exterior greater than 120 sq. ft. in a Low-Density Residential (R1) District located at 3290 Sitka Street.
5. To receive and place on file a request by Ald. Tom De Wane to make sure the cell tower on NEW Lutheran properties matches cosmetically with the surrounding neighborhood.

**REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY**  
**May 17, 2016**

The Green Bay Redevelopment Authority, having met on Tuesday, May 10, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Release of Mortgage for Washington Square Apartments, 118 S. Washington (Parcels 12-292, 12-301, 12-284-56, 12-332, and 12-284-59).

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2. To approve the Parking Agreement with Bellin Building.
3. To approve the agreement to provide Stadium Entertainment District (a.k.a. Uptown) Master Planning Services with Vierbicher Associates, Inc., subject to minor legal and technical changes.
4. INFORMATIONAL ONLY – To use \$20,000 of Neighborhood Enhancement funds and to deed 308 S. Quincy Street to Integrity Home Builders under the New Homes In Your Neighborhood Program for construction of a new single family home.
5. INFORMATIONAL ONLY – To continue discussions regarding potential development projects at and around 865 Lombardi Avenue (Parcel 1-1841-B) (Tundra Lodge).

Document Number

RELEASE OF MORTGAGE

The undersigned certifies that the **Redevelopment Authority of the City of Green Bay (the "RDA")** is the present owner of a mortgage executed by **Washington Square Green Bay, LLC, a Wisconsin Limited Liability Company**, to the RDA, to secure payment of **Three Million Three Hundred Thousand and no/100<sup>th</sup> (\$3,300,000.00)**, dated **December 17, 1998**, recorded in the office of the Register of Deeds of **Brown County, Wisconsin**, on **December 23, 1998**, as Document Number **1664938**, has the right to release the same, and hereby releases from the lien of the above described mortgage on the following described property located in **Brown County, Wisconsin**:

SEE EXHIBIT A - LEGAL DESCRIPTION

Recording Area

Name and Return Address

12-292, 12-301, 12-284-56  
12-332, 12-284-59

(Parcel Identification Number)

The undersigned retains a lien upon the balance of the premises (not heretofore released) described in said mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: \_\_\_\_\_  
\*Kevin J. Vonck, Interim Director

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

signature \_\_\_\_\_

type or print name \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Greg Paradise  
Mohs, MacDonald, Wildder, Paradise, & Van Note  
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN  
BROWN COUNTY

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above named **Kevin J. Vonck**, to me known to be the person who executed the foregoing instrument and acknowledge the same.

signature \_\_\_\_\_  
type or print name \_\_\_\_\_

Notary Public **Brown County, Wisconsin**.  
My commission is permanent. (If not, state expiration date: \_\_\_\_\_, \_\_\_\_.)

\*Names of persons signing in any capacity should be typed or printed below their signatures.

5A

Exhibit A  
Legal Description

Unit 1-236, 1-335, 2-210, 2-304, and 2-312, together with said Units' undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said Units, all in Riverside Place Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by a Declaration of such condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin, on November 17, 2005 as Document No. 2226687 as amended by Amendment No. One (1) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on June 16, 2006 as Document No. 2261681, Amendment No. Two (2) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on March 5, 2007 as Document No. 2302248, Amendment No. Three (3) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on July 19, 2007 as Document No. 2323888, Amendment No. Four (4) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on October 28, 2008 as Document No. 2391010, Amendment No. Five (5) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on May 21, 2009 as Document No. 2421432, Amendment No. Six (6) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on June 1, 2011 as Document No. 2526943, Amendment No. Seven (7) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on November 2, 2012 as Document No. 2599655, and Amendment No. Eight (8) to the Declaration of Condominium recorded in the Office of the Register of Deeds for Brown County, Wisconsin on February 11, 2013 as Document No. 2614183, said condominium being located in the City of Green Bay, Brown County, Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto.

**DEVELOPMENT AGREEMENT  
BELLIN BUILDING**

This Development Agreement is made this \_\_\_ day of \_\_\_\_\_, 2016, by THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and SAFFORD BUILDING, LLC, a Wisconsin limited liability company ("Developer").

**RECITALS:**

A. Developer has developed certain real property, identified for real estate tax purposes and address as:

	<u>Tax Parcel No.</u>	<u>Assessed Value</u>
1.1.	12-38-1	\$378,000.00
1.2.	12-38-2	\$424,500.00
1.3.	12-38-3	\$169,400.00
1.4.	12-38-4	\$124,500.00
1.5.	12-38-5	\$238,400.00
1.6.	12-38-6	\$192,400.00
1.7.	12-38-7	\$261,600.00
1.8.	12-38-8	\$51,900.00
1.9.	12-38-9	\$27,600.00
1.10.	12-38-10	\$377,600.00

The parcels listed above are hereafter together referred to as the "Property."

B. Developer desires to make and shall complete certain improvements to the Property that shall be known as the "Project."

C. The Property has a 2015 assessed value of \$2,245,900.00.

D. The City and RDA desire to have Developer complete the Project in order to generate economic activity and tax base for the community consistent with the City's Tax Incremental District No. 5 Plan.

E. Pursuant to the provisions of Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"), the City has included the Property within Tax Incremental District #5 (the "TID"), which will provide part of the financing for certain costs of the Project.

F. Developer has requested and will receive TIF assistance from the RDA and City with regard to improvements relating to the Project.

G. The City has agreed to provide assistance to Developer as provided by Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### SECTION I - GENERAL PROVISIONS: PURPOSE

1.1 **Incorporation of Proceedings, Exhibits, and Recitals.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA with respect to the Project, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement and upon attachment and consent by amendment if necessary or not attached at the time of execution of this Agreement.

1.2 **Implementation Schedule and Time of the Essence.** TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein and incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned or delayed. The City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above: (a) this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

1.3 **Entire Agreement.** This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

1.4 **Purpose of the Agreement.** In order for the Project to occur, to promote community development, and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

## SECTION II - DEFINITIONS; EXHIBITS

**Certain Definitions.** As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- a. "Agreement" means this Development Agreement among the City, RDA and Developer, as amended and supplemented from time to time.
- b. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- c. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the Tax Increment Base and attributable to development within the TID during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- d. "City" means the City of Green Bay, Brown County, Wisconsin.
- e. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- f. "Project" means the Project as defined in the Recitals.
- g. "Property" means the real estate and all parcels as defined in the Recitals.
- h. "Public Improvements" means the public infrastructure improvements in connection with the Project that may include, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.
- i. "Qualified Expenditures" means, with respect to the Project, any expenditures by Developer or its affiliates which are "Project Costs" as generally defined in the Tax Increment Law.
- j. "Special Assessment" means any special assessment levied against the Property by the City under §§66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- k. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

l. "Tax Incremental Base" means the aggregate value, as equalized by the Wisconsin Department of Revenue, of all taxable property within the TID on the date as of which the TID was created, determined as provided in §66.1105(5)(b), Wis. Stats.

m. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable real property within the TID in a year by a fraction having as a numerator the Value Increment for that year in the TID and as a denominator that year's equalized value of all taxable real property in the TID. Tax Increment shall not include any amounts levied that are intended to be paid to the State of Wisconsin.

n. "TID" means Tax Incremental District No. 5 of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.

o. "TIF" means Tax Increment Financing, as described in Section IV below and in particular, Tax Increment Financing relating to the TID.

p. "TIF Incentives" means the payment of 80.0% of the Available Tax Increment toward Qualified Expenditures as set forth in Section IV of this Agreement.

q. "Value Increment" means the equalized value of all taxable real property in the TID in any year minus the Tax Incremental Base. In any year, the Value Increment is positive if the Tax Incremental Base is less than the aggregate value of taxable property as equalized by the Wisconsin Department of Revenue, and negative if the Tax Incremental Base exceeds that aggregate value.

### SECTION III - OBLIGATIONS OF DEVELOPER

3.1 **Use of Funds.** Developer may use TIF supported funds to fund or reimburse Qualified Expenditures or as set forth in this Agreement and as approved by a representative of the City or RDA.

3.2 **Improvement of Property.** Developer shall complete the Project no later than December 31, 2016.

3.3 **Compliance with Planning; Zoning; Permits and Use.** Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. ~~Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to~~

be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

**3.4 Construction Design Criteria/Building Materials and Standards.** Any and all work to be performed by Developer on the Property shall be made with high quality materials and performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits. The City and RDA may set reasonable conditions on the private improvements to insure compliance with the high quality construction and aesthetic appearance anticipated by the Parties. Any conditions so imposed may not be revoked or amended without the prior written consent of the City and RDA, shall survive the expiration or termination of this Agreement and, shall be deemed to be a covenant running with the land.

**3.5 Reports and Information.** During the period prior to and during construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction of each Phase. Developer shall provide the City and RDA with annual reviewed financial statements for Developer through termination of this Agreement.

**3.6 Copies of Documents.** All documents from Developer to the City or the RDA shall be submitted in triplicate.

**3.7 Maintenance and Repair.** Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject to demolition and construction activities contemplated by this Agreement.

**3.8 Transfer or Sale of Project Property.**

a. **Notice of Intent to Transfer.** If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written notice of transfer thirty (30) days prior to the anticipated transfer. Such a transfer by Developer may affect the TIF Incentive payments to Developer. In any case, this Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Developer shall not be required to provide City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

b. **No Transfer to Exempt Entities.** Prior to the closure of TID No. 5, the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form reasonably satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

### 3.9 **Environmental.**

a. **Developer's Environmental Indemnification.** Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA and their respective agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or (b) arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

c. **Hazardous Materials Defined.** As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 14 shall survive the conveyance to Developer of the RDA Property.

### 3.10 **General Indemnity.**

a. **Protection Against Losses.** Developer shall indemnify, defend and hold harmless the City, RDA and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Developer of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

b. **Indemnification Procedures.** Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld, conditioned or delayed. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. The City and RDA shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and making employees and other personnel available on a mutually convenient basis to provide such information as the City and RDA may have regarding the matter in issue and an explanation of any material provided or made available. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims

against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

#### SECTION IV – TAX INCREMENT FINANCING

4.1 **Qualification for TIF.** Developer shall demonstrate to the reasonable satisfaction of RDA and City a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the RDA and City providing TIF, the Project would not happen. Developer shall demonstrate to the reasonable satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

4.2 **Nature of TIF Incentive.** The TIF Incentive available to Developer under this Agreement is a pay-as-you-go (PAYGO) obligation of the City, that is, Developer shall be responsible to incur and pay all of the upfront costs of the Project along with all real estate taxes, special assessments, and special charges, and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be applied as set forth in this Section IV.

4.3 **Limitations of Payment of TIF Incentive.** The TIF Incentive available to Developer for the Project and Property is limited as set forth in Exhibit B, which is incorporated herein by reference.

a. **Temporal Limitation.** Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be paid as a PAYGO consistent with Exhibit B and after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID and the termination of this Agreement before the termination of the TID, because of an Event of Default by Developer.

b. **Monetary Limitation.**

(1) **Tax Receipts Limitation.** Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay TIF Incentives.

(2) **Formula Limitation.** TIF Incentive payments will equal 80% of Available Tax Increment, commencing the first year after the first occupancy permit for the Project has been issued, and will be payable to Developer in the year following the year of the determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2016, the TIF Increment would be determined as of January 1, 2017 and is

first payable in 2018. Assessed value shall be determined each tax year and shall be compared to the assessed value of the Tax Incremental Base.

4.4 **No General Obligation of City.** The City's obligation to make TIF Incentive payments shall be a special and limited obligation of the City and shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. Funds in the special fund of the District attributable to the Available Tax Increments shall not be used to pay any other project costs of the TID until the City has applied to the payment due hereunder of the TIF Incentive payment. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

#### **SECTION V - CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY**

The City's obligations under this Agreement are conditioned upon the following:

5.1 **Existence.** Developer shall have provided a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.

5.2 **Incumbency; Due Authorization.** Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and RDA and to bind Developer to its terms.

5.3 **No Violation or Default.** Developer shall not be in violation of, subject to any applicable notice or cure period, any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

5.4 **Insurance.** Developer shall have delivered to the City certificates of all insurance required under this Agreement.

5.5 **TID District.** The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

#### **SECTION VI - CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER**

The obligations of Developer under this Agreement are conditioned upon the following:

6.1 **TID.** The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

6.2 **Due Authorization.** The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

## SECTION VII - REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

7.1 **No Material Change in Documents.** All contract documents and agreements have been furnished to City and RDA, as the case may be, and are true and correct in all material respects and there has been no material change in any of the same.

7.2 **No Material Change in Developer Operations.** There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

7.3 **Compliance with Zoning.** The Property now conforms and will conform in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

7.4 **Payment.** Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying 125% of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay or cause to be paid all taxes and assessments levied against the Property when and as the same become due.

7.5 **Certification of Facts.** No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

7.6 **Good Standing.** Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

7.7 **Due Authorization.** The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

7.8 **No Conflict.** The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

7.9 **No Litigation.** There is no litigation or proceeding pending or threatened against or, to the knowledge of Developer, affecting Developer or the Property that would materially and adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

7.10 **No Default.** No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

7.11 **Compliance with Laws and Codes.** The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

7.12 **Fees or Commissions.** Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

## SECTION VIII - DEFAULT

### 8.1 **Developer Default.**

**Events of Default.** Each of the following shall be an Event of Default by Developer:

a. **Failure to Make Payment.** Developer fails to make any payment required and such payment continues for a period of ten (10) days from and after the date of receipt of written notice of the same; provided, a good faith dispute or a challenge of real property taxes in accordance with the prescribed process shall not be a default under this Section 8.1.a;

b. **Failure to Abide by Other Terms.** Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of written notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days (a total of 90 days) to cure;

c. **Misrepresentation.** Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

d. **Fraud and Other Illicit Behavior.** Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

e. **Insolvency.** Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

f. **Involuntary Liens.** Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

8.2 **Remedies Upon Default.** In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

a. **Termination.** Terminate this Agreement by written notice to Developer;

b. **Offset and Recoupment.** Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

- c. **Specific Performance.** Sue for specific performance;
- d. **Sue for Damages.** Sue for all damages caused by the Event of Default;
- e. **Other Remedies.** Pursue any other remedies available to the City or RDA at law or in equity;
- f. **Interest.** Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
- g. **Costs and Attorney Fees.** Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

8.3 **City or RDA Default.** Developer shall have all rights and remedies available under law or equity with respect to any failure of the City or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City or RDA, as appropriate, commences cure within the thirty day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

8.4 **Limitation of Damages.** The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 of the Wisconsin Statutes.

8.5 **No Waiver.** Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, 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.

8.6 **Remedies Cumulative.** 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 of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

## SECTION IX – TERMINATION

- 9.1 **Date of Termination.** This Agreement shall terminate upon the earliest of the date:
- a. All Qualified Expenditures have been repaid in full by Tax Increment;
  - b. May 15, 2026;
  - c. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
  - d. This Agreement is terminated because of an Event of Default;
  - e. The parties agree in writing to terminate this Agreement.
- 9.2 **Survival of Certain Provisions.** Sections III.3, III.4, III.7, III.8, III.9, III.10, VI.2, VII.2, VII.3, VII.6, VII.7, VIII.2, VIII.4, VIII.5, VIII.6, X.3, X.8, X.9, X.10, X.13, X.15, and X.16 shall survive the termination of this Agreement.

## SECTION X - MISCELLANEOUS PROVISIONS

- 10.1 **Assignment.** Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld, conditioned or delayed. A collateral assignment for financing purposes shall not be considered an assignment under this Section 10.1.
- 10.2 **Nondiscrimination.** In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Project or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- 10.3 **No Personal Liability.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- 10.4 **No Personal Interest of Public Employee.** No official or employee of the City or RDA 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 that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

**10.5 Relationship of Parties.** The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

**10.6 Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

**10.7 Parties and Survival of Agreement.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

**10.8 Notices.** All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

Green Bay, WI 54301

To Developer: Safford Building, LLC  
Attention: Steve Schneider  
130 E. Walnut St., Suite 305  
Green Bay, WI 54301

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

10.9 **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

10.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

10.11 **Execution in Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

10.12 **Severability.** If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

10.13 **Recording of Agreement.** The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

10.14 **Priority Over Subsequent Liens.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage and refinancing of the same, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

10.15 **No Construction Against Drafter.** This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

10.16 **Venue.** The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

10.17 **Signatures and Counterparts.** Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:  
SAFFORD BUILDING, LLC**

By: \_\_\_\_\_  
Steven J. Schneider

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named \_\_\_\_\_, a member of Safford Building, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

**Signature page**

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay, Safford Building, LLC

**CITY OF GREEN BAY**

By: \_\_\_\_\_

James Schmitt, Mayor

Attest: \_\_\_\_\_

Kris Teske, Clerk

**Signature page**

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay, Safford Building, LLC

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF GREEN BAY**

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By: \_\_\_\_\_  
Harry Maier, Chairman

Attest: \_\_\_\_\_  
Kevin J. Vonck, Executive Director

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

**EXHIBIT B  
PARKING AGREEMENT**

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**EXHIBIT B**

**PINE STREET RAMP  
PARKING AGREEMENT  
BELLIN BUILDING**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and SAFFORD BUILDING, LLC ("LESSEE").

1. CITY hereby agrees to lease up to 50 parking spaces in the Pine Street Ramp to LESSEE. The number of stalls rented may be adjusted dependent on LESSEE needs and availability of space.

2. This agreement shall remain in effect until May 15, 2026.

3. LESSEE shall pay to CITY the market rate for the actual number of LESSEE's parking stalls used, which shall be no more than 50. Beginning January 1, 2016, on or before the first day of each month, LESSEE shall pay to CITY the market rate for rent of said parking spaces. For 2016 and each subsequent year, the market parking rental rate shall be subject to increases as determined by CITY in its sole discretion. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each year.

4. LESSEE, as Developer in the Development Agreement between the Parties, shall pay all real estate taxes and any special assessments and special charges. Upon full payment of all taxes, special assessments and special charges, CITY shall reimburse LESSEE/Developer as set forth in the Development Agreement in the form of a PAYGO TIF Incentive.

5. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. If the monthly rental fee is not paid in a timely manner the parking access system will decline access cards associated with unpaid accounts. Failure on the part of LESSEE to make payment in accordance with the terms of this agreement shall cause this agreement to terminate as outlined in Clause 8 below.

5. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE's building.

6. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LESSEE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers,

employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LESSEE shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. This agreement may not be assigned to another Party without the City's written consent.

8. This agreement shall be incorporated into the Development Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the last date listed below.

**CITY OF GREEN BAY**

Dated: \_\_\_\_\_, 2016

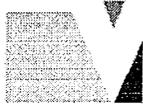
By: \_\_\_\_\_  
James J. Schmitt, Mayor

By: \_\_\_\_\_  
Kris A. Teske, City Clerk

**SAFFORD BUILDING, LLC**

Dated: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Steven J. Schneider



May 5, 2016

Kevin J. Vonck, Ph.D.  
City of Green Bay Planning Department  
100 N. Jefferson Street  
Green Bay, WI 54301

Re: Agreement to Provide Stadium Entertainment District Master Planning Services

Dear Mr. Vonck:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Stadium Entertainment District Master Planning Services to the City of Green Bay (Client).

**I. PROJECT UNDERSTANDING**

The Client wishes to have the Consultant create a master plan for the City's Stadium Entertainment District. The Stadium Entertainment District is approximately 75 acres located just east of Lambeau Field. It is generally bound by Ashland Avenue, Lombardi Avenue, Holmgren Way, and City Limits. The Client seeks a master plan that highlights public realm improvements to elevate this area into a pedestrian-friendly, dynamic environment with an emphasis on visual appeal and sense of place reflective of its location near Lambeau Field. The plan will also accurately detail the appropriate land uses for this District.

**II. SCOPE OF SERVICES**

**A. General**

The Consultant will guide the master planning process using Vierbicher's proven model for community development and site planning. Our approach is divided into four components which will enable a collaborative and thorough method for completing Green Bay's Stadium Entertainment District Plan by the end of October.

**B. Specific Services Provided by Consultant**

**1. Engagement**

Stakeholder engagement is essential to a quality planning process. Our proven planning framework establishes expectations and opportunities for involvement for City residents, business, civic organizations, City staff, the school districts, a project steering committee, and any City Committees of Jurisdiction (Plan Commission, RDA, Improvement and Services, Parks, etc.).

Engagement Plan

*Task E1.1 Work with Steering Committee to determine the appropriate level of public engagement.*

At the kickoff meeting, Consultant will conduct a survey with City staff and leaders to determine the appropriate level of public engagement. Based on the response from the simple survey, Consultant will tailor the engagement plan and strategy to the planning process.

*Task E1.2 Present the Public Engagement Plan to Committees of Jurisdiction for adoption. (See section IV).*

*Task E1.3 Provide Client with bi-weekly project updates.*

The project team will conduct half-hour bi-weekly staff conference calls for relevant project updates throughout the planning process.

*Task E1.4 Provide Committees of Jurisdiction project updates. (Plan Commission and RDA) (See section IV).*

### Steering Committee

*Task E2.1 Work with the Client to create the Steering Committee.*

Since this project is smaller in physical scale, time, and budget than the City of Green Bay's most recent planning projects (Downtown Authenticity Plan, Military Avenue Corridor Market Study and Design Plan, and the University Avenue Corridor Brownfield Redevelopment Plan), Consultant recommends creating a small and nimble steering committee to shape the future vision for the area. This committee could/should include a representative from:

- City Staff (primarily Planning and Economic Development, but should include Metro/Transit and DPW where appropriate)
- Committee(s) of Jurisdiction representative
- Business representatives (Hotel, realtor, developer, restaurants, brewery, retail)
- PMI Entertainment representative
- Neighborhood representative from the north side of Lombardi Avenue.

*Task E2.2 Work with the Client to conduct monthly Steering Committee meetings. Consultant plans six (6) scheduled steering committee meetings.*

SC Meeting 1. The first meeting of the Steering Committee will introduce the project team and complete initial discussion or thoughts on the engagement process. Initially, the Steering Committee will complete worksheets to capture immediate issues facing the district and will go over the preliminary plan for Public Meeting 1.

SC Meeting 2. The second meeting will preview Public Meeting 1 materials and the initial report of the existing conditions.

SC Meeting 3. The third meeting will review the output from Public Meeting 1 and preview of Public Meeting 2 materials.

SC Meeting 4. The fourth meeting will review the output from Public Meeting #2 and the initial draft of the redevelopment plan.

SC Meeting 5. The fifth meeting will review the revised redevelopment plan sections with final edits and will preview the meeting materials for Public Meeting

SC Meeting 6. The sixth meeting will review Public Meeting #3 results and recommend Stadium Entertainment District Master Plan to committees of jurisdictions (RDA and Plan Commission).

To better utilize the project budget and the recent investments the Client has made into their conference room facilities, Consultant proposes to conduct steering committee meetings 2-5 remotely, utilizing "Go-To-Meeting" or similar technology.

*Task E3.1 Conduct Public Meeting 1.*

~~This meeting will focus exercises on several themes around existing conditions and initial thoughts on desired development. These themes could include:~~

- Real and perceived opportunities and constraints/barriers of the district;
- Impacts the district has or could have on quality of life for the community;
- Impact the district has on the current or desired business climate; and
- Other topics desired by the Client.

The Consultant will integrate the results of Public Meeting 1 into the various sections of the redevelopment plan.

*Task E3.2 Conduct Public Meeting 2.*

This meeting will focus exercises on several themes around design/identify for the stadium entertainment district. These themes could include:

- Visual preference - survey assessing building architecture, site design, placemaking, and other public amenities. This exercise will utilize the Client's keypad polling equipment.
- Community implementation preference - what are the development priorities?

The Consultant will integrate the results of Public Meeting 2 into the various sections of the redevelopment plan.

*Task E3.3 Conduct Public Meeting 3.*

This meeting will provide an opportunity to present the plan created and driven by the Steering Committee. This will be a final presentation of the project presented by City Staff, Steering Committee members, and Vierbicher. The Consultant will integrate any final comments from the meeting into the redevelopment before presenting the plan at the final steering committee meeting. Each of the public meeting materials will be available in survey format and hosted online by Consultant. Links to the survey material should be made available to all City of Green Bay social media networks and neighborhood associations. The Consultant will be responsible for the creation of the meeting materials and related advertisement materials. The Client will be responsible for advertising, posting, printing, and other organizational tasks.

*Task E3.4 Conduct stakeholder panel interviews.*

The Consultant will work with the Client to hold a stakeholder development panel discussion to identify local commercial gaps based on the market and commercial leakage study (described below). The Consultant will then integrate

the results of the stakeholder panel into the redevelopment vision and implementation strategy.

## 2. **Assessment**

The goal of the Assessment phase is to understand the current issues and opportunities related to this project.

### Project Boundary

#### *Task A1.1 Determine project boundary.*

The Consultant will work the Client staff to solidify the study area boundary. The boundary will be presented at the first steering committee for discussion and agreement.

### Existing Conditions

#### *Task A2.1 Review the existing and relevant municipal documents.*

Consultant will conduct a review and summary of the following existing documents provided by the Client:

- 2022 Smart Growth Comprehensive Plan;
- Previous Entertainment District Plan;
- Ashwaubenon TID 5 Pedestrian Plan (draft);
- Green Bay Packers Titletown District concept plans;
- TID 7 Project Plan;
- Tundra Lodge and the other adjacent planned unit development ordinances; and
- Other documents deemed appropriate by the Client.

#### *Task A2.2 Review the site conditions and constraints.*

Consultant will conduct a review and summary of the following existing site conditions and constraints:

- Conduct a site visit and property inventory to review site constraints and opportunities for redevelopment, public open spaces and pedestrian connections;
- Conduct a review and analysis of the current development patterns, current building utilization, existing building vacancy status, existing land use trends, and current parking restrictions.
- Conduct a review of the property value growth/appreciation in an annual average and five (5) year growth increments;
- Conduct a review of the existing traffic studies or work with DPW to conduct updated traffic counts and studies at select locations;
- Conduct a review of the existing Green Bay Metro ridership to integrate into future pedestrian connection plans.
- Conduct a review and status summary of the seven closed and one open brownfield sites at former Engels Commercial Appliance site (1930 Bart Starr Drive);
- Conduct a design review of the district that includes architectural building styles, building materials, building signage, wayfinding features, and signage, ROW utilizations, and streetscaping themes; and
- Conduct a review of the initial public meeting results.

*See*

### Market Analysis

#### *Task A3.1 Define trade areas.*

The Consultant will work with staff and local businesses to define the primary, secondary, and possibly tertiary trade areas and analyze the market to understand the typical commercial market forces and the influence the Green Bay Packers have on entertainment spending with the region.

#### *Task A3.2 Conduct market and commercial gap analysis.*

The Consultant will conduct a market and commercial gap analysis. This will include the following:

- Study and summarize the socio-economic profile of the community and overview of the trade areas;
- Study, determine, and summarize the market demand for select market categories or segments (potential sales);
- Study, determine, and summarize the market supply for select market categories or segments (actual sales);
- Analyze the market surplus and gaps to compare with industry averages;
- Determine the local market capture; and
- Create strategies for local spending capture.

The Consultant will use the resulting data to create future land use projections for the study area. This task is detailed below in Task I1.1 and I1.2.

### **3. Strategy**

The Consultant will work with the Steering Committee to develop specific goals and action strategies that will enable the City of Green Bay to achieve its objective to create an implementable district master plan that emphasizes efficient use of land and fiscal resources while creating an area that is safe and accommodating to the pedestrian experience. The Consultant will also identify strategies and opportunities to link the Village of Ashwaubenon, Lambeau Field and related development, and the Downtown.

#### District Theme

##### *Task S1.1 Create district themes and names.*

The Consultant will develop three concepts to rebrand the district with a theme and name.

##### *Task S1.2 Create redevelopment vision statement.*

The Consultant will create a vision statement based on feedback and comments received on the three potential district themes.

#### Land Use Regulations

##### *Task S2.1 Create land use and zoning recommendations.*

The Consultant will develop future land use maps based on recommendations from public input and the market analysis. This task will identify any future land use and zoning changes necessary to implement the redevelopment plan vision.

*Task S2.2 Create and define redevelopment visions for three catalyst sites (Also see section 2.C below).*

The Consultant will identify redevelopment and infill site locations and rank them based on their availability, buildability, and feasibility. The Consultant will prepare initial site concepts and pro forma summaries for up to three sites. Additional sites could be added to the scope for an additional fee listed on page 9 of this scope of work.

*Task S2.3 Create and define pedestrian and public amenities recommendations.*  
The Consultant will identify locations for possible pedestrian corridor and connections, public open spaces, and other public amenities.

#### Transportation

*Task S3.1 Create non-vehicular strategies and recommendations.*

The Consultant will develop strategies for integrating pedestrian, bike, and other non-vehicular recommendations into the City of Green Bay guiding documents (Comprehensive Plan, C.I.P., Official Map, etc.). Recommendations could include; Connections to Ashwaubenon, Lambeau Field, neighborhoods north of Lombardi Avenue, and the Downtown.

*Task S3.2 Create vehicular strategies and recommendations.*

The Consultant will develop strategies and recommendations to improve the general traffic flow and safety at the intersections of Holmgren Way, Armed Forces Drive, and Brett Favre Pass

*Task S3.3 Create transit connection strategies and recommendations.*

The Consultant will develop strategies and recommendations to improve transit connections within and around the district.

#### Urban Form and Design

*Task S4.1 Create design guidelines recommendations.*

The Consultant will develop design guidelines for future development. Based on Steering Committee guidance, these guidelines could range from general site design requirements to detailed requirements of building style, type, form, and location, parking location, landscaping, and signage requirements.

*Task S4.2 Create placemaking strategies and recommendations.*

The Consultant will develop recommendations for placemaking strategies that include integrating the district theme into streetscaping, public art, site furniture, and landscaping.

#### **4. Implementation**

The final phase summarizes the recommendations and strategies developed throughout the planning process.

#### Implementation Plan

*Task I1.1 Create implementation plan.*

Consultant will create a realistic and achievable implementation plan that will identify responsible parties, timing and available financing sources for each action item. The implementation plan will also take into consideration existing

efforts and resources available through local economic development partner organizations. One-year, three-year and five-year work plans with target metrics will be developed for use by the City in tracking progress and coordinating initiatives with available funding sources.

*Task 11.2 Create economic development strategies.*

Drawing on our extensive experience creating economic development strategic plans and redevelopment plans, Consultant will research and recommend specific funding sources and incentive programs that the City of Green Bay can potentially use to promote investment.

*Task 11.3 (See Section 2.C below).*

Document Production

*Task 12.1 Create plan documents.*

Elements from the Engagement, Assessment, Strategy, and Implementation phases will be compiled into a final Redevelopment Plan document which will be presented to the Common Council and residents at a public meeting. The purpose of the meeting will be to present the updated Comprehensive Plan and the Strategic Plan to create excitement and interest in the implementation process. Participants will have the opportunity to identify additional related initiatives or tasks and to sign up for future implementation activities.

A final PDF version of the documents will be provided, together with an editable Microsoft Word version. All associated graphs, tables, and maps will be provided.

**C. Additional Services if Requested by Client**

If requested by Client, Consultant is prepared to provide the following additional services:

*Task S2.2.A Create and define redevelopment visions for catalyst sites beyond the initial three sites included with section 11.B Task 2.2.*

*Task 11.3 Conduct Tax Increment District 7 performance analysis.*

As part of the funding element, Consultant will conduct a comprehensive review of the performance of TID No. 7 and prepare a plan of action for the remaining years of the TID. This review will evaluate the reported annual increment and cumulative project plan expenditures incurred based on its most recent audit. Consultant will then develop strategies to optimize the use of tax incremental financing for projects identified in this planning effort. This activity will include a summary of the existing TID, identification of opportunities to enhance the TIF program, and recommendations for TID amendments.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

**III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT**

- A. In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.

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1. Special studies not described above, including but not limited to environmental, blight, or infrastructure.

**IV. INFORMATION PROVIDED BY OTHERS**

- A. To complete our scope of services, the following information shall be provided by others:

The Client has a complete Planning and Economic Development staff team that will contribute to this planning project. This will include assisting in the public participation process and may also include, as needed, data collection, map production, meeting organization/facilitation, and idea/design development.

*Task E1.2 Present the Public Engagement Plan for to Committees of Jurisdiction adoption.*

The Consultant will outline the Public Engagement Plan and the Client will present it for adoption to the steering committee or the committee(s) of jurisdiction Plan Commission for adoption\*.

*Task E1.4 Provide Committees of Jurisdiction project updates. (Plan Commission and RDA).*

The Client will present updates to the Committees of Jurisdiction. Since the project manager has an excellent working relationship with the City Staff, these will be a coordinated effort where Consultant will provide Client staff with the information required to present to the Plan Commission, RDA, and other committees.

**V. SCHEDULE**

- A. This Agreement is based upon the following anticipated schedule. See attached Exhibit A.

**VI. SCHEDULE OF DELIVERABLES**

- A. See attached Exhibit A.

**VII. DESIGNATION OF RESPONSIBLE PARTIES**

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Daniel Lindstrom, Project Manager. He will provide the services required for the various aspects of the project.

The Client designates Stephanie Hummel as its representative. The Consultant will direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

**VIII. FEES**

- A. The fee to provide the scope of services described herein is:
  1. Scope of Work (Fixed Fee) ----- \$36,000
  2. Additional Site Concepts and Pro Forma Summaries (up to 2) ----- \$1,800 per site
  3. Tax Increment District No. 7 Performance Analysis ----- \$1,400

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**IX. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions dated 7/1/14 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Madison office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Daniel J Lindstrom, AICP  
Project Manager

Enclosure: General Terms and Conditions

**AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

\_\_\_\_\_  
Kevin J. Vonck, Ph.D.  
City of Green Bay Planning Department  
100 N. Jefferson Street  
Green Bay, WI 54301

\_\_\_\_\_  
David M. Glusick, Principal  
Vierbicher Associates, Inc.  
999 Fourier Drive, Suite 201  
Madison, WI 53717

\_\_\_\_\_  
Date

\_\_\_\_\_  
April 15, 2016  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES

1. Services Not Provided as Part of This Contract

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project in the Client's possession or control; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site in the Client's possession or control, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.

- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- E. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information created or generated by Client or its consultants for use in projects of this nature.

5. Fees

- A. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- B. Client will make every effort to pay all undisputed amounts no later than thirty (30) days from the date of the invoice. In the event that Client disputes any portion of an invoice received, the parties will confer to reach an agreement regarding the disputed amount and Client shall pay the final amount agreed upon by the parties within thirty (30) days. For any invoice that is not fully satisfied, the Client has a 30 day right to cure period to satisfy the outstanding amount.
- C. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

6. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association. The parties shall share equally the mediator's fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

7. Insurance

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin.

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It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

**A. Professional Liability (Errors and Omissions)**

- 1. Minimum Limits
  - a) \$1,000,000 each claim/ \$2,000,000 annual aggregate
  - b) Any deductible not to exceed \$75,000 each claim
- 2. Must continue coverage for 3 years after final payment for service/job

**B. General Liability Coverage**

- 1. Commercial General Liability
  - a) \$1,000,000 general aggregate
  - b) \$1,000,000 products completed operations aggregate
  - c) \$1,000,000 personal injury and advertising injury
  - d) \$1,000,000 each occurrence limit
- 2. Claims made form of coverage is not acceptable.
- 3. Insurance must include:
  - a) Premises and Operations Liability
  - b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, it officers, council members, agents, employees, authorized volunteers and the named insured
  - c) Personal Injury
  - d) Explosion, collapse and underground coverage
  - e) Products/Completed Operations
  - f) Independent Contractors

**C. Business Automobile Coverage**

- 1. Minimum Limits \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- 2. Must cover liability for "Any Auto" including Owned, Non Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all polices shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

**8. Limitations of Liability/Indemnity**

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

This indemnity provision shall survive the termination or expiration of this Agreement.

**9. Use of Documents**

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant. Consultant understands and agrees that all work produced by it under this Agreement is "work for hire" as used in Title 17 of the United States Code.

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**10. Use of Electronic Media**

The Consultant shall produce four (4) hard copies and one (1) electronic copy of its final product which may be relied upon by Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

**11. Opinions of Cost**

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

**12. Standard of Care**

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality.

**13. Termination**

The obligation to provide further services under this Agreement may be terminated:

**A. For Cause**

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures. Substantial failure on behalf of the Client shall be limited to failure to pay.

**B. Termination for Convenience**

Client reserves the right to terminate this Agreement in total or in part, upon fourteen (14) days written notice and without assigning reason therefore. Consultant is obligated to finish its current project unless otherwise noted. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement. Upon termination, Consultant shall immediately return any Client documents, equipment, or materials owned by Client which are in the possession of Consultant. Client shall not be liable for any work initiated by Consultant after Client has provided notice of termination of this Agreement.

**C. Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

**14. Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

**15. Successors Assigns and Beneficiaries**

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

**16. Municipal Financial Advisor Services**

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

**17. Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located.

**18. Severability**

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not to be affected by such judgment.

**19. Controlling laws**

This Agreement shall be governed in all respects by the laws of the State of Wisconsin.

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**EXHIBIT A**

**Project Timeline**

(revised 5/5/2016)

Month Week	May				June				July				August					Sept				Oct																			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4																
<b>Engagement</b>																																									
Project Management / Communication																																									
Staff / Consultant / Steering Committee Meetings <sup>1</sup>																																									
Public Engagement/Public Meeting																																									
Stakeholder Focus Groups Panel																																									
<b>Assessment</b>																																									
Document Review																																									
Existing Site Conditions																																									
Market Analysis																																									
<b>Strategy</b>																																									
Entertainment District Plan																																									
Redevelopment Priorities																																									
Pedestrian & Placemaking Priorities																																									
<b>Implementation</b>																																									
Vision Statement																																									
Land Use Recommendations																																									
Detailed Implementation Plan																																									
Funding Strategies																																									
<b>Document</b>																																									
Final Documents																																									

● Draft Document ● Revised Document ● Final Document

**Notes**  
<sup>1</sup> The project team and Steering Committee meetings could be in person (when such a meeting coincides with other public participation activities), Steering committee meeting 2-5 via tele-conference "Go-To-Meeting".  
<sup>2</sup> Stakeholder focus groups could include Plan Commission, City Committees of Jurisdiction, Chamber of Commerce, neighborhood and civic associations, business owners, developers, City residents, etc.

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# REPORT OF THE ADVISORY COMMITTEE

## May 17, 2016

The members of the Advisory Committee, having met on Thursday, May 12, 2016, considered all matters on its agenda and wish to report and recommend the following:

1. To deny Ald. VanderLeest's request for the \$5.4 million excess sales tax money be returned directly to Green Bay City taxpayers in 2017 as a property tax credit on their property tax bill.
2. To deny Ald. VanderLeest's request to have the question to return the \$5.4 million excess sales tax money for property tax relief, to be added as a referendum question on the August 9, 2016 primary election and to direct the City Attorney's Office to draft alternate referendum questions for the November election regarding additional uses of the excess sales tax money for the next Finance Committee meeting.
3. To approve the request by Ald. Wery to amend Section 2.06(14), Green Bay Municipal Code, regarding Rules of Council Procedures - Committee of the Whole.

### 2.06 RULES OF COUNCIL PROCEDURE.

(14) COMMITTEE OF THE WHOLE. The Mayor or a **majority of the Common Council** may declare the entire Council a committee of the whole for informal discussion at any meeting or for any other purpose, and shall ex officio be chairman of the same, ~~provided there is no objection by any two of the aldermen present at the meeting.~~

4. To receive and place on file the request by Ald. Nicholson to review the reason why there is a Police presence at City Council meetings.

**REPORT OF THE FINANCE COMMITTEE**  
**MAY 17, 2016**

The Finance Committee having met on Tuesday, May 10, 2016, considered all matters on its agenda and wishes to report and recommends the following:

- 1 To approve the request by the Purchasing Manager to award the designation of Official Newspaper for the City to the Green Bay Press Gazette for an estimated value of \$62,000.
- 2 To approve the request by the Common Council and City Departments the 2016 bonding request totaling \$22,120,000 after adding \$20,000 to City Hall Maintenance to cover additional wiring costs and \$60,000 for the East River Trail. That total is made up of \$13,665,000 of general levy supported debt, \$3,280,000 for sanitary sewer and \$5,175,000 of refinanced TIF debt.
- 3 To approve the request of Ald. Joe Moore to pay off three state trust fund loans with principle outstanding of \$1,226,000 with excess sales tax money.
4. To receive and place on file the request by Ald. Tom DeWane to create a graph to show the overall bonding for the last ten years, showing how much we bonded for each year.
5. To receive and place on the file the request by Ald. Tom DeWane to create a graph showing total outstanding debt from the last ten years.
6. To receive and place on file the request by Ald. Nicholson for available copies of the City management letter from external auditors for the past 10 years.
7. To receive and place on file the request by Ald Wery to allocate at least \$250,000 of 2015 surplus funds toward the Colburn Pool.
8. To receive and place on file the request by Ald. Wery that should the Colburn Olympic Pool Project come in higher than the original \$4.5M estimate, that up to \$1 million of the excess stadium tax revenue be utilized to fund the overage.

2016 Contingency Fund  
\$110,000

**REPORT OF THE  
IMPROVEMENT AND SERVICE COMMITTEE  
May 17, 2016**

The Improvement and Service Committee, having met on May 11, 2016 considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Zima, on behalf of all people who cross the Walnut Street Bridge, that the Department of Public Works provide emergency repairs to the railroad crossing at about 100 West Walnut Street.
2. To receive and place on file the request by Ald. Scannell to look into building the East River Trail with solar pavement.
3. To refer to Law Department and Protection and Welfare Committee the request by Ald. Scannell to look into how the City might regulate lead paint.
4. To approve the request by Department of Public Works to award a Professional Engineering Service Contract to the low, responsive bidder Mc Mahon Associates for "Engineering Design Services for Storm Water Basins 106, 108, 116, 130 and 162 Hydrologic / Hydraulic Analysis" in the amount of \$96,400.
5. To approve the request by Department of Public Works to purchase three additional licenses and three yearly AutoCAD subscriptions from DLT Solutions using the government services pricing contract in the amount of \$24,162.24.
6. To approve the Bridge Operation Agreement with Wisconsin Department of Transportation for the Mason Street and Walnut Street Bridges for fiscal year 2017.
7. To approve the report of the Purchasing Manager:
  - A. To purchase Automated Refuse trucks from Quality Truck Care Center, Inc. for \$490,796.
  - B. To purchase Surveyor Work Stations from Topcon Solutions for \$19,615.
8. To award the contract PARKS PROJECT 4-16: JOANNES STADIUM LIGHTING to the low, responsive bidder, Bodart Electric in the amount of \$446,753.00.
9. To approve and authorize payment of the following easements:

Easement for Sidewalks along Morrow Street between Baird Creek and Danz Avenue

Wisconsin Public Service Corporation  
Parcel Number 21-297-1

\$10.00

10. To approve the application for a Concrete Sidewalk Builder's License by A & M Concrete & Construction, Inc., and to authorize Department of Public Works to request and review references from Concrete Specialists and to conditionally approve the license application pending receipt of positive reference checks.
11. To authorize Department of Public Works to request and review references from Top Notch Tree Service and to conditionally approve the license application pending receipt of positive reference checks.
12. To approve the applications for Underground Sprinkler system Licenses by the following:
  - A. The Sprinkler Company, Inc.
  - B. Irrigation Doctors, LLC
13. To approve the request by Department of Public Works to award contracts in the 2016 Capital Improvement Program (CIP) at a staff level subject to the following conditions:
  - A. The 2016 CIP provides sufficient funding for each program fund.
  - B. Delay in bringing forward a recommendation to award at the next regularly scheduled Committee meeting would result in an unacceptable delay in starting construction.
  - C. Any projects so awarded would be reported out at the next regularly scheduled meeting of the Improvement & Services Committee.

## REPORT OF THE PERSONNEL COMMITTEE May 17, 2016

The Personnel Committee, having met on Tuesday, May 10, 2016 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to reclassify two current Police Captain positions from Pay Grade 40 (\$71,060 - \$88,279) to two Police Commander positions at Pay Grade 41 (\$75,882 - \$94,309). The salaries for these positions will be funded by the general fund using vacancy savings. These reclassifications will be effective upon passage by the City Council.
2. To approve the following reorganization plan, reclassifications and requests to fill positions.
  - a. To approve the consolidation of the departments of Community Services and Economic Development into one department referred to as the Community and Economic Development Department.
  - b. To approve the reclassification of the Community Development Director position from Pay Grade 41 (\$75,882 - \$94,309) to a Development Director at Pay Grade 43 (\$87,518 - \$108,852) effective at the beginning of the next pay period following City Council approval. The salary for this position will be funded 100% by the general fund using vacancy savings.
  - c. To approve the reclassification of the Economic Development Director position from Pay Grade 39 (\$66,610 - \$82,720) to an Assistant Development Director at Pay Grade 40 (\$71,060 - \$88,279). Approve request to fill this position. The salary for this position will be funded approximately 90% by the general fund using vacancy savings and 10% by housing authority funds.
  - d. To approve the request of Alderperson Moore, to reclassify the 0.5 limited term Neighborhood Development Specialist position at Pay Grade 32 (\$43,368 - \$53,984) to a full-time Real Estate Specialist at Pay Grade 32 (\$43,368 - \$53,984). Approve request to fill this position. The salary for this position will be funded approximately 30% by neighborhood enhancement fund bonds and 70% by the general fund using vacancy savings with future consideration for funding from land sales.
  - e. To approve the request of Alderperson De Wane, to fill one new position of Design Specialist at Pay Grade 32 (\$43,368 - \$53,984). The salary for this position will be funded 100% by the general fund using vacancy savings with future consideration for funding from other revenue sources.

A.

- f. To approve the request to fill one new position of Clerk III in accordance with the Administrative Bay Area salary schedule (\$15.71 - \$17.45 per hour). The salary for this position will be funded 100% by Green Bay and Brown County Housing Authority funds.
- 3. To receive and place on file Report of Routine Personnel Actions for regular employees.
  - 4. To approve the request to fill the following replacement positions in the Public Works Department and all subsequent vacancies resulting from internal transfers.
    - a. Public Works Superintendent/Sewer & Bridge Section
    - b. Sewer Leadworker
    - c. Sewer Maintenance Worker
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**PROTECTION & WELFARE COMMITTEE REPORT**  
**MAY 17, 2016**

The Protection & Welfare Committee, having met on Monday, May 9, 2016, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the request by the owners of RJ's Garage, 1423 S. Broadway, to include an outdoor area as part of their licensed premises subject to complaint.
2. To approve the application by Lisa Keith to the denial of her Operator License application.

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3. To hold the request by Ald. Zima that the City consider prohibiting the sale of single cans or bottles of beer and single small bottles of alcohol from convenience stores and liquor stores until the Green Bay Police Department gets back to committee with more information/data.
4. To refer to staff with a request they draft an ordinance prohibiting the request by Ald. Zima, on behalf of Will Liebergen, that the City consider adopting a commercial pedal car ordinance and license.
5. To refer to staff Ald. Nicholson's request to review the number of reported shots fired from 2008 to present.
6. To refer to staff the request by Ald. Nicholson to review the number of violent crimes/sub categories (stabbings) from 2008 to present.
9. To approve the applications for various licenses for the 2016-2017 license year with the approval of the proper authorities.

rgk

"CLASS B" COMBINATION  
2016-2017

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

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

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

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

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

May-Marie, Inc.  
Jill's  
613 Bodart

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

Heath Hermans  
The Roundup Saloon  
700 Bodart

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

Bullseye 708 LLC  
Bullseye Pizza Pub  
708 Bodart

JACB, LLC  
No Limits  
500 N. Baird

VICA Enterprises, Inc.  
La Cueva (The Cave)  
718 Bodart

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

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

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

Prohibition Spirits, LLC  
Prohibition Spirits  
159 N. Broadway

Party Line, LLC  
Party Line  
601 Bellevue St.

Keggers, LLC  
Keggers  
231 N. Broadway

CJK Charles Corp.  
Getaway Bar & Grill  
631 Bellevue

BGR Corp.  
Bangkok Garden Restaurant  
240 N. Broadway

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Chefusion, Inc.  
Chefusion  
307 N. Broadway

The Public Haus, LLC  
The Public Haus  
813 S. Broadway

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

Susan L. Robinson  
Bourbon Street  
821 S. Broadway

The Cannery Market, LLC  
The Cannery Market  
320 N. Broadway

BeachMe, LLC  
Richard Craniums  
840 S. Broadway

Martin Leonhard  
Lenny's Tap  
431 N. Broadway

Randal Trembl  
Brewski's on Broadway  
1100 S. Broadway

Deep House, LLC  
Red Restaurant  
106 S. Broadway

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

sissypants!jakes, LLC  
Jake's Pizza Green Bay  
112 S. Broadway

Shandor, Ltd.  
Packer Stadium Lounge  
1342 S. Broadway

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

Thunder Kitten, LLC  
RJ's Garage Tavern  
1423 S. Broadway

White Dog Roadhouse, LLC  
White Dog/Black Cat Cafe  
201 S. Broadway

Dawn VanPay  
The Next Stop  
1610 Cass St.

Big Mitch, LLC  
Jekyll & Hyde  
226 S. Broadway

Witche's Den LLC  
Robyn's Nest  
1623 Cass

Gasoline Bar, LLC  
Gasoline Bar  
709-711 S. Broadway

KAGB, Inc.  
Job Site  
1647 Cass St.

J & M Group, LLC  
Rum Runners  
715 S. Broadway

Court House LLC  
Court House Bar & Grill  
164 Cass

Leather and Lace Enterprises, LLC  
Napalese Lounge  
1351 Cedar

Anduzzi's East Green Bay, LLC  
Anduzzi's Sports Club  
900 Kepler

C Street LLC  
C Street  
312 Cherry

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

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

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

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

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

Muwha, LLC  
Cubby Hole  
1570 Elizabeth

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

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

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

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

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

Highland Howies, Inc.  
Highland Pub & Grill  
3605 Humboldt

Leatherhead Brewing Co., LLC  
Leatherhead Brewing Company  
875 Lombardi

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

Green Bay Sportservice, Inc.  
Lambeau Field  
1265 Lombardi

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

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

Everardo Curiel  
Mi Pueblo  
1905 N. Irwin Ave.

AHM Staffing, LLC  
Hampton Inn Downtown  
201 Main St.

Hyatt Corporation  
Hyatt on Main  
333 Main

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

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

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

Oval Office, LLC  
Oval Office  
1100 Main

Taqueria Maldonado's Main St., Inc  
Maldonado's Bar & Grill  
1706 Main St.

Neumritz, Inc  
XS Nightclub  
1106 Main St.

Taqueria Maldonado's Main St., Inc.  
Taqueria Maldonado's Main  
1737 Main St.

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

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

James VanBoxel  
VanBoxel's  
1235 Main

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

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

Thomas Adamany  
Wally's Spot  
1979 Main St.

Jessica Harris  
Skirtz Lounge  
1238 Main St.

2WB, Inc.  
The Sand Box  
2042 Manitowoc Rd.

Los Banditos, Inc.  
Los Banditos  
1258 Main St.

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

BBD Acquisition, LLC  
Shenanigan's  
1279 Main St.

Gina Salmon  
Seven After  
1689 E. Mason

Riverside Ballroom, Inc.  
Riverside Ballroom  
1560 Main

Chris S, LLC  
Fitzgerald's  
1699 E. Mason

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

The Creamery Café LLC  
The Creamery  
114 Pine St.

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

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

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

Karen Goethe  
Karen's Pub  
324 N. Roosevelt

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

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

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

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

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

Toothpicks, LLC  
Bulldog's  
1234 State St.

Scoreboard Grille, LLC  
Scoreboard Grille  
2511 W. Mason St.

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

Oneida Tribe of Indians of WI  
Oneida Bingo and Casino  
2552 W. Mason

K. Burkel, Inc.  
Burkel's One Block Over  
1007 Tony Canadeo Run

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

LVP SHS Green Bay Holding Corp  
Springhill Suites  
1011 Tony Canadeo Run

Diane Szczepanski  
Rendezvous  
2928 W. Mason

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

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

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

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

Los Magueyes, Inc.  
Los Magueyes  
1053 Velp

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

Mackinaws, LLC  
Mackinaws Grill & Spirits  
2925 Voyager

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

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

Shannons Haystack, LLC  
Haystack  
1911 University Ave.

Amanda Patterson  
Café Madrid  
225 E. Walnut St.

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

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

Nehvert Ventures, LLC  
Frets & Friends  
2105 University

Cover 2 Sports Bar & Lounge, LLC  
Cover 2 Sports Bar & Lounge  
201 N. Washington St.

RYRM, LLC  
Buddha's Still  
2148 University Ave.

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

Riviera Lanes Ltd.  
Riviera Lanes  
2450 University Ave.

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

Z Harvest Cafe LLC  
Z Harvest Cafe  
2475 University

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

TAR Escapades LLC  
Escapades  
2657 University Ave.

Hagemeister Park, Inc.  
Hagemeister Park  
325 N. Washington

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

Meyer Theatre Corp.  
Meyer Theatre  
117 S. Washington

Vintage WMW, LLC  
Vintage Cantina  
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

129 S. Washington, LLC  
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

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

"CLASS A" LIQUOR & BEVERAGE

2016-2017

Ernesto Perez  
El Dorado Liquor  
741 Abrams #2

Main & Mason LLC  
Main Street BP  
2056 Main

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

Dolgenercorp, LLC  
Dollar General Store #6481  
2241 Main

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

NCG, Inc.  
Superior Discount Liquor  
2295 Manitowoc Rd.

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

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

Kwik Trip, Inc.  
Kwik Trip 292  
840 S. Huron Rd.

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

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

Grand Central, LLC  
Grand Central East  
1593 E. Mason

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

Supermercado La Popular, LLC  
Supermercado La Popular  
1740 E. Mason

Main Stop, Inc.  
Main Stop BP  
1335 Main

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

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

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

Ultimate Mart, LLC  
Copp's Food Center #8186  
1819 Main

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

Walgreen Co.  
Walgreens #05746  
1995 Main

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

10 h

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

Pit Row, Inc.  
Pit Row BP  
1465 University

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

Ruben Rodriguez  
El Tapatio Bakery  
1638 University Ave.

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

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

Grand Central LLC  
Grand Central Station  
2597 W. Mason

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

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

Pit Row, Inc.  
Pit Row  
2030 University

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

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

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

Walgreen Co.  
Walgreens #3253  
2204 University Ave.

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

Pit Row, Inc.  
Pit Row on Humboldt  
2590 University

Nicson, Inc.  
University BP  
2260 Nicolet Dr.

Bay BP, LLC  
Stone Ridge Shell  
1053 Velp Ave.

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

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

C & D Shell LLC  
Bay Beach Shell  
1121 Radisson

Everardo Curiel  
El Ranchito  
240 S. Webster

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

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CLASS "A" BEVERAGE  
2016-2017

Guillermina Magana  
La Piedad Mexican Mini Mart  
741 Abrams St.

1712 E. Mason

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

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

Mason C-Store, LLC

Dousman Fuel, Inc.  
Express Convenience Center  
606 Dousman

Mason C-Store  
952 W. Mason

Kwik Trip, Inc. & **CIDER**  
Kwik Trip #827  
935 Lombardi

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

LaEspigna, LLC  
LaEspigna  
1606 Main

Terry's EZ-Go, LLC  
Terry's EZ-Go  
401 Mather

Main & Mason, LLC  
Pick 'N Roll  
2115 Main

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

NCG, Inc.  
Petro Center  
2295 Manitowoc Rd.

Ran-Di Enterprises, LLC  
Military Avenue Express  
612 S. Military

Antonio Soto  
El Super Mercado El Local  
1209 E. Mason

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

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

Kwik Trip, Inc. & **CIDER**  
Kwik Trip #700  
1871 Shawano

Speedway, LLC  
Speedway

University Shell, LLC  
University Shell  
2145 University

at 1688 E. Mason St.

Sairma, LLC  
U Pump  
1233 Velp

Kwik Trip, Inc. & **CIDER**  
Kwik Trip #420

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

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**REPORT OF THE PROTECTION AND WELFARE COMMITTEE  
GRANTING OPERATOR LICENSES  
May 17, 2016**

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**

Beggs, Sarah L  
Eland, John W  
Holman, Ryan J  
Jadin, Cassandra M  
Martinez, Roberto R  
Mc Intyre, Sean M  
Reitz, Christopher A  
Rivera, Sarah J  
Sepeda, Vanessa J  
Trautmann, Melissa S  
Tyson, Joshua R  
Van Ess, Zachary A  
Williamson, Yanice N  
Wojciechowski, Gretchen  
Wood, Thomas J  
Zoch, Amanda M

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 12.

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**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$5,820,000 General Obligation Bonds  
for Street Improvements**

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$5,820,000 for street improvements; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 13

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An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$3,280,000 General Obligation Bonds  
for Sewerage Improvements

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer improvements; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 14

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An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$600,000 General Obligation Bonds  
for Parking Lots or Other Parking Facilities

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$600,000 for parking lots or other parking facilities; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 15

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**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$350,000 General Obligation Bonds  
for Fire Engines and Other Equipment  
of the Fire Department**

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$350,000 for fire engines and other equipment of the fire department; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 18

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An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$3,500,000 General Obligation Bonds  
for Swimming Pools

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 19

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An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$1,000,000 General Obligation Bonds  
for Water System Improvements

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed \$1,000,000 for water system improvements, including, but not limited to, construction of a water line extension out to the Town of Scott; *provided, however*, that said 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.

**BE IT FURTHER RESOLVED**, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 20

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**An Initial Resolution Authorizing the  
Issuance of Not to Exceed  
\$5,315,000 Taxable General Obligation Refunding Bonds**

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**BE IT RESOLVED**, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "City"), shall issue its negotiable, taxable general obligation refunding bonds in a principal amount not to exceed \$5,315,000 to refund the outstanding principal amount of the City's (i) \$2,845,904 State Trust Fund Loan, dated December 16, 2014, and (ii) \$2,500,000 State Trust Fund Loan, dated May 12, 2015; *provided, however*, that said 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.

\*\*\*\*\*

Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 21

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**A Resolution Authorizing and Providing for the Issuance of Not to Exceed  
\$21,260,000 General Obligation Bonds;  
Providing for the Notification and Sale of Said Bonds;  
and Other 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 in need of funds for the following purposes: \$5,820,000 for street improvements; \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer improvements; \$600,000 for parking lots or other parking facilities; \$350,000 for fire engines and other equipment of the fire department; \$720,000 for parks and public grounds, including, but not limited to, building and facility improvements and improvements to walkways, trails, and bridges; \$675,000 for construction of engine houses for the fire department, including, but not limited to, repairs to various fire stations; \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool; \$1,000,000 for water system improvements, including, but not limited to, construction of a waterline extension to the Town of Scott (collectively, the “**Project**”); and \$5,315,000 for the refunding of the outstanding principal amount of the City’s (i) \$2,845,904 State Trust Fund Loan, dated December 16, 2014, and (ii) \$2,500,000 State Trust Fund Loan, dated May 12, 2015 (collectively, the “**Refunding**”).

2. On the date hereof and prior to the adoption of this resolution, the Governing Body has adopted separate initial resolutions for each of the purposes above that collectively constitute the Project and the Refunding.

3. The City may choose to issue one or more separate series of obligations to finance portions of the Project and the Refunding.

4. The Governing Body deems it in the best interests of the City that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project and the Refunding, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

## RESOLUTIONS

The Governing Body resolves as follows:

### **Section 1. Authorization to Combine and Purposes of Obligations.**

The purposes of the Project are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue designated as "Corporate Purpose Bonds" (the "**Bonds**") as more fully provided below; *provided, however*, that (i) the City may choose to issue one or more separate series of obligations to finance portions of the Project, and (ii) the City shall issue a separate series of "Taxable General Obligation Refunding Bonds" to finance the Refunding on a taxable basis, which does not qualify for tax-exempt financing (the "**Taxable Bonds**", and together with the Bonds, the "**Obligations**").

### **Section 2. Authorization of Issuance of Obligations.**

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue, in two or more series, its fully registered, negotiable, general obligation bonds in an aggregate principal amount not to exceed \$21,260,000 (the "**Obligations**") to finance the Project and the Refunding.

### **Section 3. Authorization of Sale of Obligations.**

The Bonds and the Taxable Bonds are each hereby authorized and ordered to be sold to the same or separate purchasers to be determined by competitive bid (each a "**Purchaser**").

### **Section 4. Preparation of Official Statement and Notice of Sale.**

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City's Financial Advisor, Robert W. Baird & Co. Incorporated) are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a separate "**Notice of Sale**" and "**Bid Form**". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it 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.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

### **Section 5. Bids for Obligations.**

Written bids for the sale of the Obligations shall be received by the City on the date fixed in each Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to

reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of a Notice of Sale.

**Section 6. Further Actions.**

The issuance of the Obligations shall be subject to the condition that the Governing Body has adopted a separate resolution to award the sale of the Bonds and the Taxable Bonds to the respective Purchaser, to approve the purchase contract submitted by each Purchaser to evidence the purchase of the Obligations, which may be in the form of an executed bid form (each a "**Bond Purchase Agreement**"), to fix the interest rate or rates on the Obligations in accordance with the related Bond Purchase Agreement, to provide for the form of the Obligations, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Obligations as required by law, to designate a fiscal agent for the Obligations, 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 Obligations.

**Section 7. 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 8. 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 procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

**Section 9. 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 10. Effective Date.**

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

\* \* \* \* \*

Adopted: May 17, 2016

Approved: May 18, 2016

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Mayor

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Clerk

**COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN**

May 17, 2016

Resolution No. 22

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**A Resolution Authorizing and Directing  
the Publication of Notice of the  
Adoption of Initial Resolutions**

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**BE IT RESOLVED**, by this Common Council, that the City Clerk of the City of Green Bay, Wisconsin (the “**City**”) is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions described therein (the “**Initial Resolutions**”) by the Common Council at its meeting on May 17, 2016, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

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Adopted: May 17, 2016

Approved: May 18, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**EXHIBIT A**

**NOTICE TO ELECTORS  
OF THE CITY OF GREEN BAY, WISCONSIN  
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on May 17, 2016, the Common Council of the City of Green Bay, Wisconsin (the "City") adopted multiple initial resolutions including the eight initial resolutions below under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following maximum principal amounts for the following purposes: (1) an amount not to exceed \$5,820,000 for street improvements; (2) an amount not to exceed \$3,280,000 for sewerage improvements, including, but not limited to, sanitary sewer improvements; (3) an amount not to exceed \$600,000 for parking lots or other parking facilities; (4) an amount not to exceed \$350,000 for fire engines and other equipment of the fire department; (5) an amount not to exceed \$720,000 for parks and public grounds, including, but not limited to, building and facility improvements, and improvements to walkways, trails, and bridges; (6) an amount not to exceed \$675,000 for construction of engine houses for the fire department, including, but not limited to, repairs to various fire stations; (7) \$3,500,000 for swimming pools, including, but not limited to, the construction of a new public swimming pool; and (8) \$1,000,000 for water system improvements, including, but not limited to, construction of a waterline extension to the Town of Scott.

**If within 30 days after the adoption of the foregoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City's electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.**

Publication Date: May \_\_\_\_, 2016

/s/ Kris A. Teske  
City Clerk

COMMON COUNCIL  
OF THE  
CITY OF GREEN BAY, WISCONSIN

May 17, 2016

Resolution No. 23

An Initial Resolution Authorizing the Sale and Issuance of  
General Obligation Promissory Notes;  
and Certain Related Details

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 in need of funds to finance system upgrades and building improvements to City Hall, and the purchase of vehicles for the police, fire, and transit departments (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

**Section 1. Authorization of Issuance and Purposes of Notes.**

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes in an aggregate principal amount of approximately \$1,000,000 (the “**Notes**”) to finance the Project; *provided, however,* that the Notes 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 Notes.**

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”)

**Section 3. Preparation of Official Statement and Notice of Sale.**

The Mayor, the Clerk, and the Finance Director of the City (in consultation with the City’s Financial Advisor, Robert W. Baird & Co. Incorporated) are each hereby authorized to

cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith copies of a “**Notice of Sale**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it 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.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

**Section 4. Bids for Notes.**

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Notice of Sale.

**Section 5. Further Actions.**

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “**Note Purchase Agreement**”), to fix the interest rate or rates on the Notes in accordance with the Note Purchase Agreement, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, 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 Notes.

**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.

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\* \* \* \* \*

Adopted: May 17, 2016

Approved: May 18, 2016

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Mayor

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Clerk

**RESOLUTION AUTHORIZING PAY OFF  
OF THREE STATE TRUST FUND LOANS  
USING EXCESS SALES TAX FUNDS**

**May 17, 2016**

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

Pursuant to the recommendation of the Finance Committee at its meeting of May 10, 2016, the City of Green Bay authorizes the pay off of the following three state trust fund loans with principle outstanding of \$1,226,000, plus interest which is estimated at \$9,800, using excess sales tax funds:

STF 10-6-2009 - Fiber  
STF 10-7-2010 - BAB  
STF 10-7-2010 – Fire Ladder Truck

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

bc

**RESOLUTION APPROVING  
A SIDEWALK EASEMENT ALONG MORROW STREET  
BETWEEN BAIRD CREEK AND DANZ AVENUE  
May 17, 2016**

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

To approve and authorize payment of the following easements:

Easement for Sidewalks along Morrow Street between Baird Creek and Danz Avenue

Wisconsin Public Service Corporation	\$10.00
Parcel Number 21-297-1	

Adopted \_\_\_\_\_, 2016

Approved \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

ATTEST:

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

jld

**RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 515 WEST WALNUT STREET  
AND 113 SOUTH MAPLE STREET  
(ZP 16-14)**

**May 17, 2016**

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

That, pursuant to Zoning Petition 16-14 and the recommendation of the Plan Commission on April 25, 2016, the City of Green Bay does authorize a conditional-use permit for a gas station/convenience store located on the following described property at 515 West Walnut Street and 113 South Maple Street:

515 West Walnut Street: ORIGINAL SURVEY LOTS 93 & 94 EX NLY 10 FT OF LOT 93 FOR ST (Tax Parcel Number 3-85)

113 South Maple Street: ORIGINAL SURVEY LOT 95 (Tax Parcel Number 3-88)

Said conditional-use permit shall be granted subject to the following conditions:

- a. Installation of a means to prohibit vehicular traffic from accessing the site along the east property line, between the south building façade and south property line.
- b. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional-Use Permit, including standard site plan review and approval.
- c. The building façade be consistent with the revised plans e-mailed to all Council members on April 29, 2016.
- d. A fence be constructed on the south side of the property consistent with the revised plan, subject to final site plan review.

Adopted \_\_\_\_\_

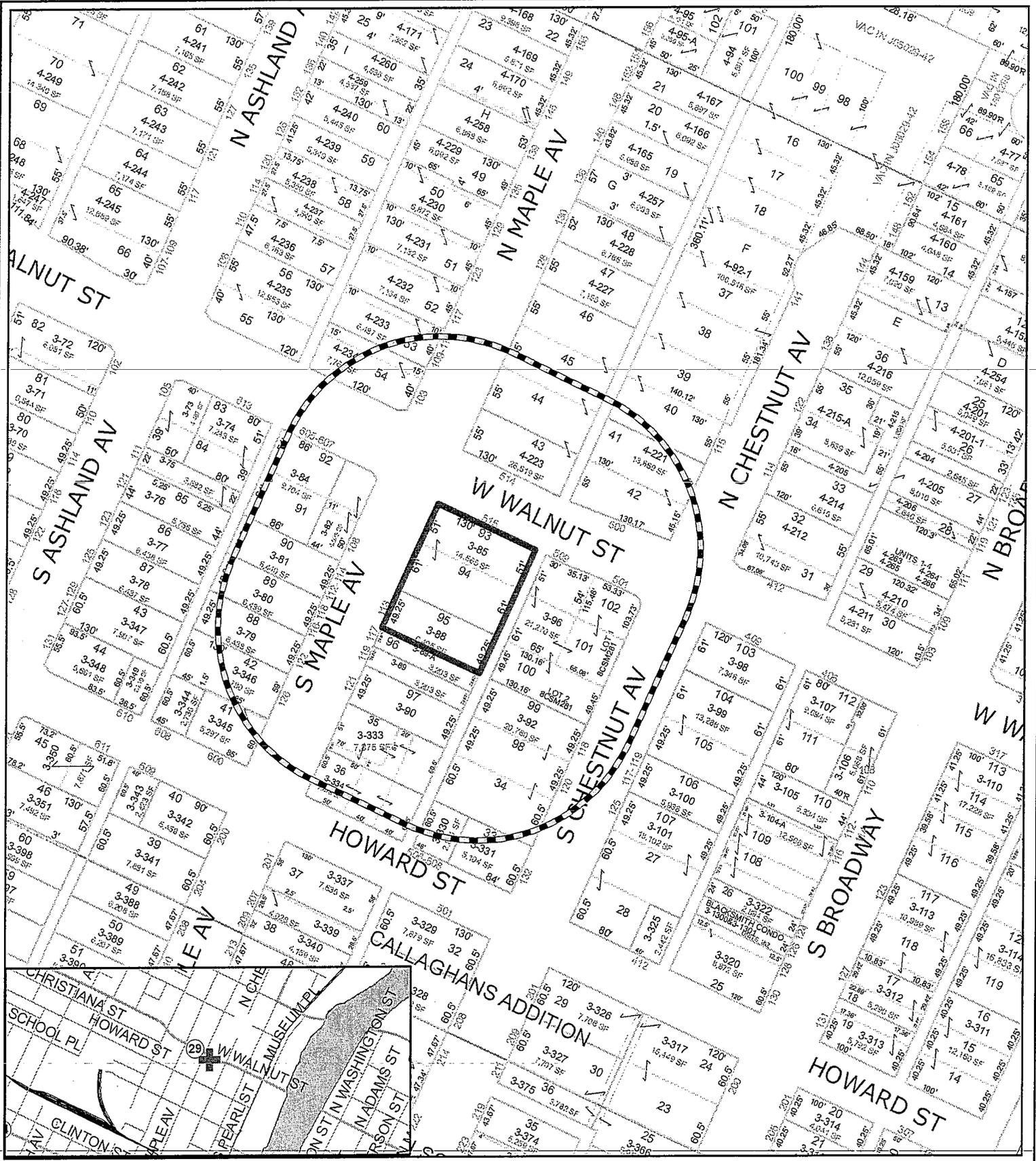
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Clerk \_\_\_\_\_

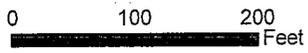
bc

Attachment – Map



**(ZP 16-14) Discussion and action on a request to rezone from Highway Commerical (C2) District & Office Residential (OR) District to Downtown (D1) District and authorize a Conditional Use Permit (CUP) for a Gas Station / Convenience Store at 515 W. Walnut St. / 113 S. Maple Street, submitted by Kwik Triopp, Inc (Ald. Zima, District 9)**

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. M.L. March 2016. \Planning\CityZPM\2016\ZP16-014



Subject Area



200' Notice Area



216 A

**RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 2388 MANITOWOC ROAD  
(ZP 15-27)**

**May 17, 2016**

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

That, pursuant to Zoning Petition 15-27, the City of Green Bay does authorize a conditional-use permit for a two-family dwelling located on the following described property at 2388 Manitowoc Road:

Lot 17, Lumber Lane Subdivision  
Tax Parcel Number 21-132-17

Said conditional-use permit shall be granted subject to staff continuing to work with the applicant on compliance with Section 13-1602(b)(4), Green Bay Municipal Code.

Adopted \_\_\_\_\_

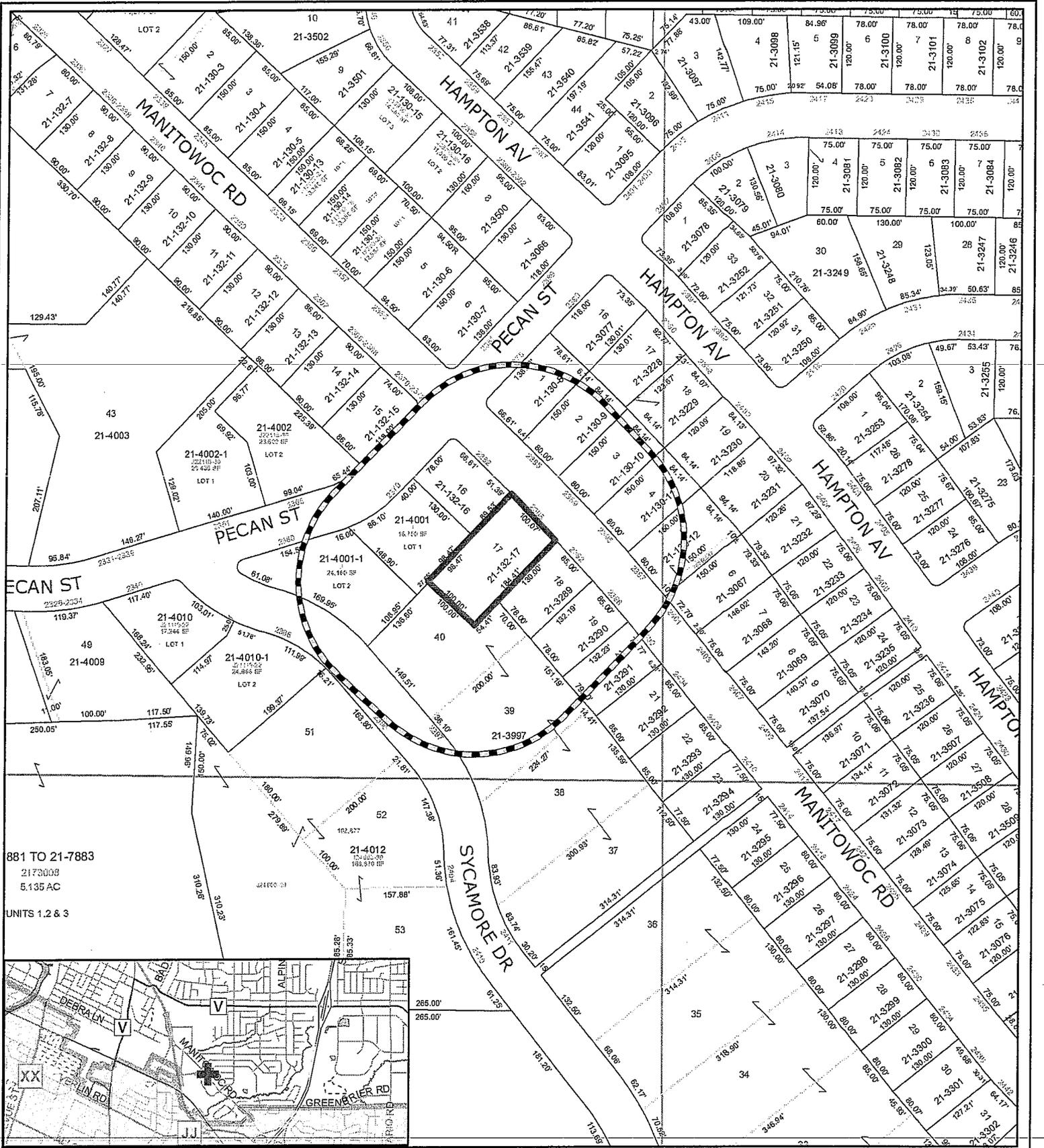
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

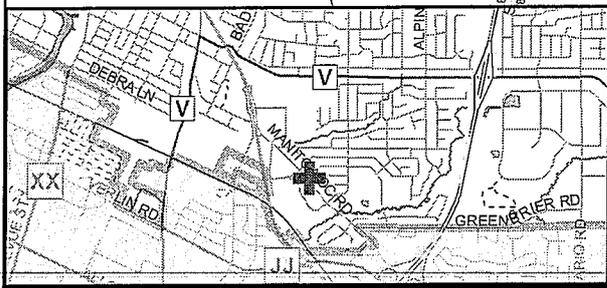
\_\_\_\_\_  
Clerk

bc

Attachment – Map



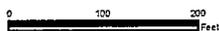
881 TO 21-7883  
2173009  
5.135 AC  
UNITS 1.2 & 3



**Zoning Petition (ZP 15-27)**

**A request for a Conditional Use Permit (CUP) to authorize a two-family dwelling in a Low Density Residential (R1) District located at 2388 Manitowoc Road**

*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. November 2015. \PlanningCity\ZPMaps\2015\ZP15-27*



- Subject Area
- 200' Notice Area

27A

**RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 1719 GROSS AVENUE  
(ZP 16-16)**

**May 17, 2016**

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

That, pursuant to Zoning Petition 16-16 and the recommendation of the Plan Commission on May 9, 2016, the City of Green Bay does authorize a conditional-use permit for a transient residential use located on the following described property at 1719 Gross Avenue:

Lot 4, Block 7, Southgate Subdivision  
Tax Parcel Number 1-2382

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

Adopted \_\_\_\_\_

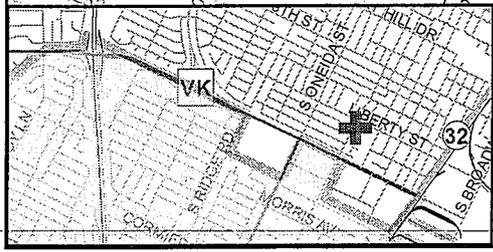
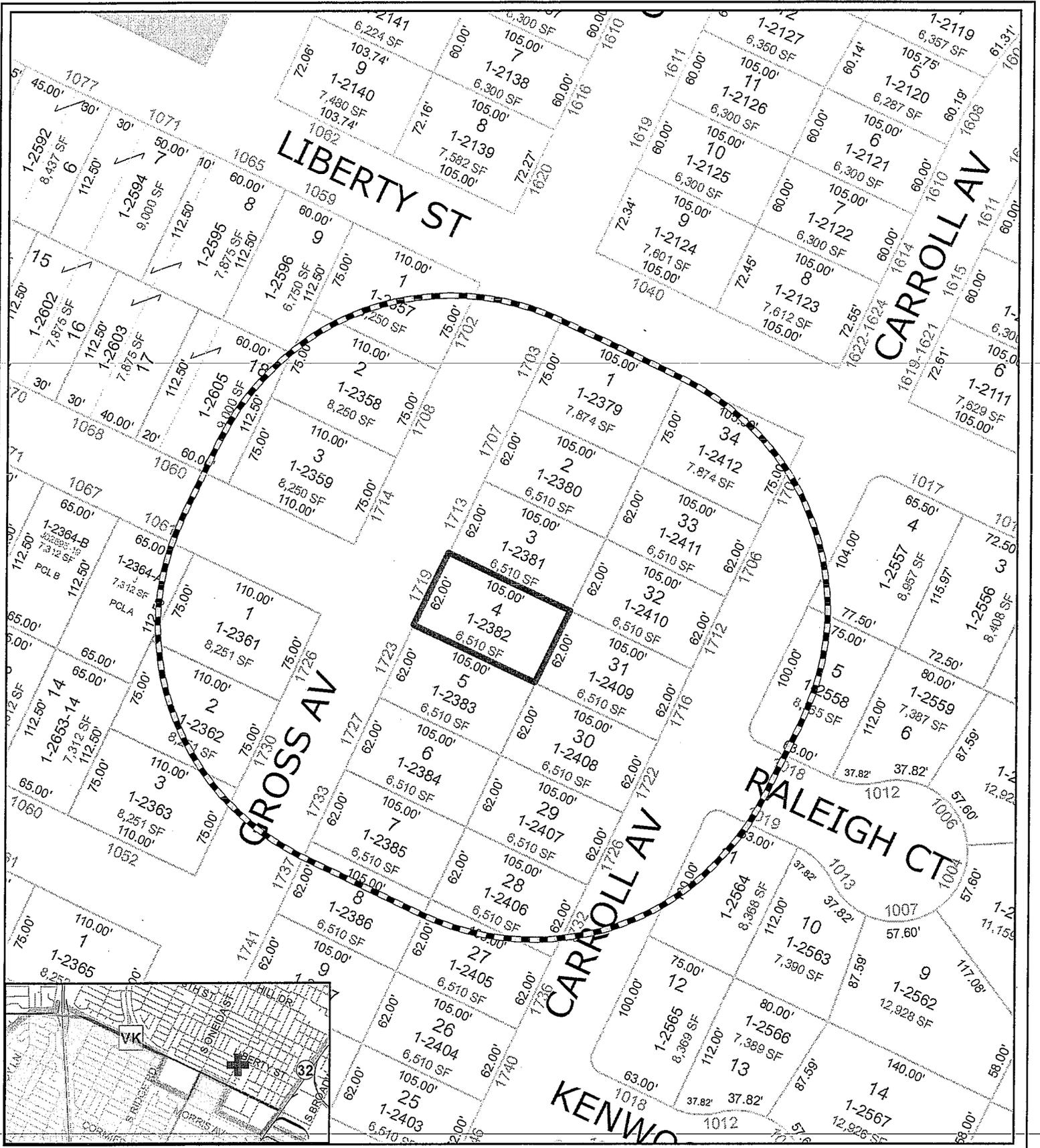
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

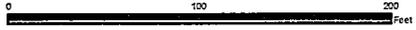
bc

Attachment – Map



**Zoning Petition (ZP 16-16)**  
**A request to authorize a Conditional Use Permit (CUP) for**  
**a Transient Residential use located at 1719 Gross Avenue**

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 2016. \Planning\CityZPMaps\2016\ZP16-16



-  Subject Area
-  200' Notice Area

79A

**PRELIMINARY RESOLUTION DECLARING INTENT  
TO EXERCISE SPECIAL ASSESSMENT POWERS  
UNDER SECTION 66.0703, WISCONSIN STATUTES  
May 17, 2016**

**WATER MAIN AND WATER SERVICES**

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of WATER MAIN AND WATER SERVICES on said streets:

---

**ERIE ROAD – 695’ North of Golf Drive to 1975’ North of Golf Drive**

2. Said public improvement shall include the installation of water main and water services with necessary appurtenances in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at four percent (4.00%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The General Manager of the Water Department is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted \_\_\_\_\_, 2016

Approved \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

ATTEST:

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

aeb

**GENERAL ORDINANCE NO. 8-16**

**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 PERMIT PARKING ONLY 7:00 AM – 5:00 PM MONDAY - FRIDAY zone:

NORTHLAND AVENUE, south side, from a point 140 feet west of Adams Street to a point 50 feet west of Adams Street

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

bc

05/17/16

GENERAL ORDINANCE NO. 9-16

AN ORDINANCE  
AMENDING CHAPTERS 1 AND 29,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO THE TRAFFIC COMMISSION

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

**SECTION 1.** Sections 1.045, 1.50, 1.64, and 1.90(6)(a), Green Bay Municipal Code, are hereby amended by changing Traffic Commission to Traffic, Bicycle and Pedestrian Commission.

**SECTION 2.** Section 29.102(2)(b), Green Bay Municipal Code, is hereby amended by changing Traffic Commission to Traffic, Bicycle and Pedestrian Commission.

**SECTION 3.** Section 29.103, Green Bay Municipal Code, is hereby amended to read:

29.103        **TRAFFIC, BICYCLE AND PEDESTRIAN COMMISSION.**

(1) COMPOSITION AND TERMS. There is created and established a Commission of seven members to be known as the City Traffic, **Bicycle, and Pedestrian** Commission. Five of the commissioners shall be civilian members and appointed by the Mayor, subject to confirmation by the Council, for three-year terms. One member shall be an alderman appointed by the Mayor, subject to confirmation by the Common Council, for the balance of his/her present term in office; and the other member shall be the Policy Department Operations Commander, or his/her assign, and shall serve as an ex-officio voting member.

(2) POWERS AND DUTIES.

(a) General. The Traffic, **Bicycle, and Pedestrian** Commission **gives due consideration to both motorized and non-motorized traffic within the City. The Commission** shall coordinate traffic, **bicycle, and pedestrian** activities; carry out educational activities in traffic, **bicycle, and pedestrian** matters; supervise the preparation and publication of traffic, **bicycle, and pedestrian** reports; **reference existing transportation, pedestrian, and bicycle plans**; receive complaints having to do with traffic, **bicycle, and pedestrian** matters; and recommend to the Council and other City officials ways and means for improving traffic, **bicycle, and pedestrian** conditions, including the acquisition of off-street parking and the administration and enforcement of traffic regulations.

**GENERAL ORDINANCE NO. 9-16**

Page 2

(b) Temporary Regulations. To test proposed regulations under actual conditions, the City Traffic, **Bicycle, and Pedestrian** Commission may make temporary regulations governing traffic for trial periods not to exceed 90 days. If such trial periods are deemed successful by the Commission, it shall make its recommendations accordingly to the Council so the Council may consider legislation to make such temporary regulations permanent.

(c) Self-Government. The City Traffic, **Bicycle, and Pedestrian** Commission shall make its own rules regarding meetings and procedures and may enact such rules for attendance as to declare any of the civilian offices on the Commission vacant because of violation thereof.

(d) Residential Parking Districts. Subject to Council approval, the Traffic, **Bicycle, and Pedestrian** Commission may promulgate regulations to implement and amend provisions relating to Residential Parking Districts as defined in Sec. 29.201(5), Green Bay Municipal Code. Such regulations shall become effective upon Common Council approval.

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JWF:bc

05/17/16

GENERAL ORDINANCE NO. 10-16

AN ORDINANCE  
AMENDING SECTION 2.03(1),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO APPOINTMENT  
OF STANDING COMMITTEES

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

~~SECTION 1.~~ Section 2.03(1), Green Bay Municipal Code, are hereby amended  
as follows:

2.03 STANDING COMMITTEES.

(1) APPOINTMENT OF. All committees shall be appointed by the **Council President, in consultation with the Vice President, Mayor,** subject to confirmation by the Council, unless otherwise directed by the Council; and all standing committees shall be appointed at the first meeting after election. Each standing committee shall elect its chairman and vice chairman, without confirmation by the Common Council.

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

bc

05/17/16

**MISCELLANEOUS ORDINANCE NO. 1-16**

**AN ORDINANCE  
ADOPTING AN AMENDMENT TO THE  
SMART GROWTH 2022 COMPREHENSIVE PLAN  
OF THE CITY OF GREEN BAY PERTAINING  
TO PROPERTY GENERALLY LOCATED  
ALONG LOMBARDI AVENUE TO THORNDALE STREET,  
BETWEEN SOUTH RIDGE ROAD AND FRANK STREET  
(CPA 16-01)**

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 16-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. It is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

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

**SECTION 2.** The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 16-01 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

**SECTION 3.** This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

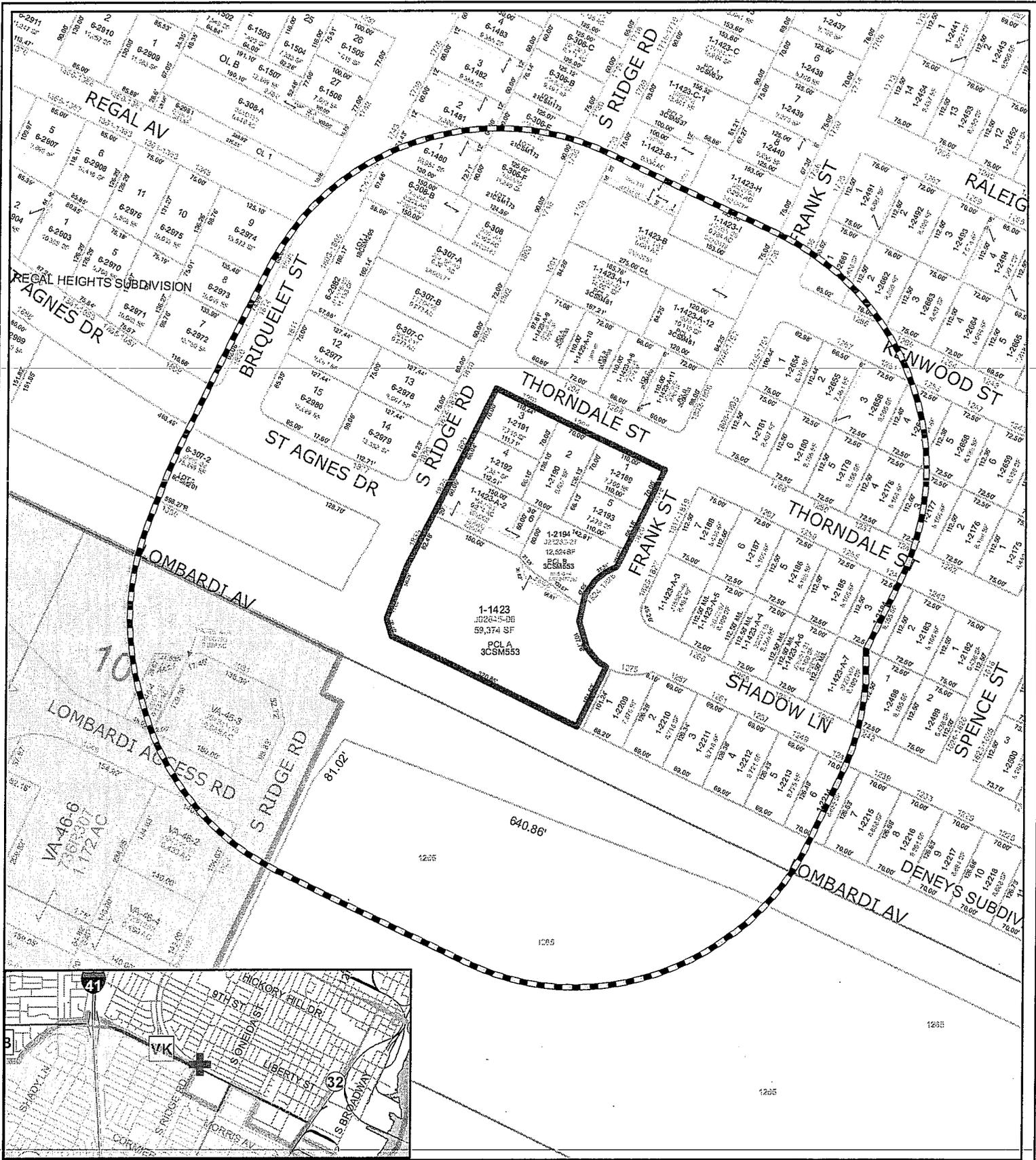
ATTEST:

\_\_\_\_\_  
Clerk

bc

Enclosure – Map

05/17/16



**Comprehensive Plan Amendment (CPA 16-01)**

**A request to revise properties generally located along Lombardi Avenue to Thorndale Street, between South Ridge Road and Frank Street from Low Density Housing (LDH) to High Intensity Retail, Office or Housing (HIROH) (Figure 22-2).**

*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 2016. X:\Planning\City\DATA\_GIS\CityAction\ICOMP\_PLAN\_AMEND2016\CPA16-01prop notice*



0 100 200 Feet



Subject Area



400' Notice Area

221

GENERAL ORDINANCE NO. 6-16

AN ORDINANCE  
AMENDING SECTION 27.622(2),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO SEXUAL OFFENDER  
RESIDENCY RESTRICTIONS

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

**SECTION 1:** Section 27.622(2) Green Bay Municipal Code, is hereby amended  
to read:

(2) RESIDENCY RESTRICTION (Amd. GO 39-12) No person who has been  
convicted or found not guilty or not responsible by reason of mental disease or defect of  
§ 940.225(1)(d), 1987 Wis. Stats., any crime listed in Ch. 948, Wis. Stats., or any crime  
from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and,  
as a result of such crime, is required to register under § 301.45, Wis. Stats., may reside  
within ~~2,000~~ 1,500 feet of a parcel of land upon which there is a public, parochial,  
private, or triable school educating one or more grades between kindergarten and grade  
12, a licensed child care center, a playground, a park, or a licensed entertainment  
facility.

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JWF:bc

05/03/16

**GENERAL ORDINANCE NO. 7-16**

**AN ORDINANCE  
CREATING SECTION 3.04,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO THE MUNICIPAL BOARD  
OF ABSENTEE BALLOT CANVASSERS**

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

**SECTION 1:** Section 3.04 Green Bay Municipal Code, is hereby created to read:

**3.04 BOARD OF ABSENTEE BALLOT CANVASSERS.**

(1) The Common Council hereby establishes the Municipal Board of Absentee Ballot Canvassers as designated under Wis. Stat. § 7.53 (2m). The Board of Absentee Ballot Canvassers shall be composed of the City Clerk, or a qualified elector of the municipality designated by the Clerk, and two other qualified electors of the county appointed by the City Clerk. The first term for the members of the Board of Absentee Canvassers will expire on December 31, 2016. For subsequent terms, the members of the Board of Absentee Ballot Canvassers shall serve for two-year terms commencing on January 1 of each odd-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.

(2) The Common Council hereby declares in lieu of canvassing absentee ballots at polling places under Wis. Stats. § 6.88, the Municipal Board of Absentee Ballot Canvassers shall canvass all absentee ballots at all elections held in the municipality pursuant to procedures established by the State division governing elections.

(3) The City Clerk shall give at least 48 hour notice of any meeting under this subsection.

(4) The City Clerk, no later than the closing hour of the polls, shall post at his or her office and on the Internet at a site announced by the City Clerk before the poll opens, and shall make available to any person upon request, a statement of the number of absentee ballots that the Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day.

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

GENERAL ORDINANCE NO. 6-16  
Page 2

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JWF:bc

05/03/16

**ZONING ORDINANCE NO. 8-16**

**AN ORDINANCE  
AMENDING THE PLANNED UNIT DEVELOPMENT  
OVERLAY DISTRICT FOR PROPERTIES LOCATED IN THE  
2400 BLOCK OF STURGEON BAY ROAD  
(2400 BLOCK UNIVERSITY AVENUE)  
TO INCLUDE 607 FRED STREET  
(ZP 15-17c)**

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 revising Zoning Ordinance No. 7-16 to include the following described property at 607 Fred Street in the Planned Unit Development Overlay District:

Legal Description: GEIMER ADDITION LOT 31

Tax Parcel: 21-1714-E-31

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

- A. Permitted Uses and General Standards. The land uses which may be established and/or maintained on the subject property as allowed in Zoning Ordinance No. 7-16.
- B. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall be as required as follows:
  1. Kwik Trip – Proposed Lot 1:
    - a. Rear yard setback: 15 feet and shall comply with the requirements found in Chapter 13-1820(c), Green Bay Municipal Code.
    - b. ~~If any part of the development is adjacent to residential uses, the setback shall be compliant with Chapter 13-1820, Green Bay Municipal Code.~~

C. Landscaping/Transitional Yard

1. A detailed landscape plan shall be submitted identifying the type and placement of all plant materials.
2. A minimum 4' high, but not to exceed 8' high, impervious fence is required along the southern limits of the Kwik Trip, proposed Lot 1.
3. All street terrace areas shall be vegetated and/or covered with a natural material.
4. Landscaping shall be consistent with Exhibits A and B.

**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.

**ZONING ORDINANCE NO. 8-16**  
**Page 3**

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

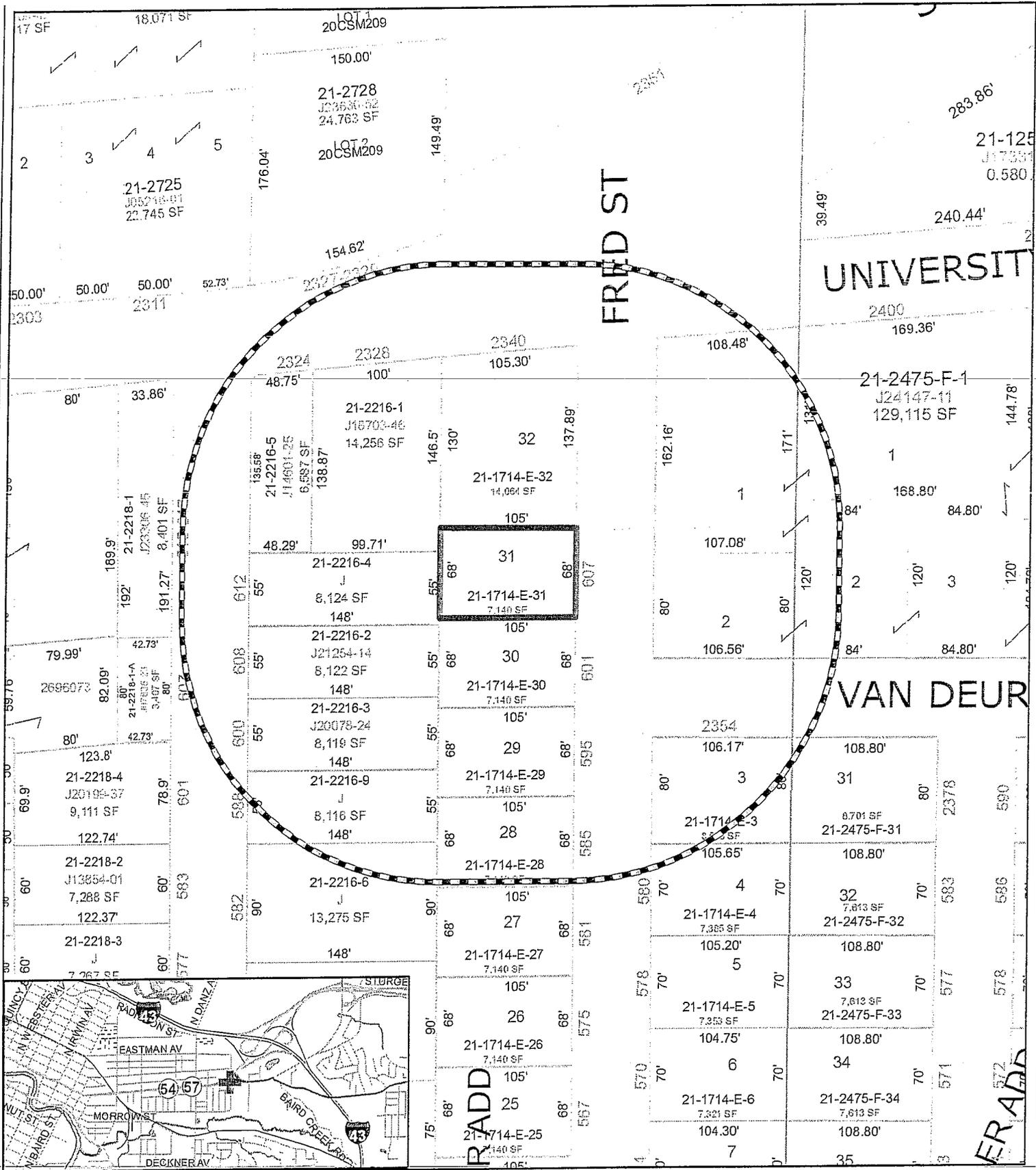
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05/03/16

Attachments: Exhibit A – Landscape Plan  
Exhibit B – Landscape Details  
Location Map

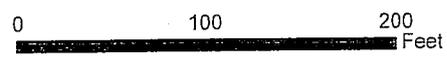






**Zoning Petition (ZP 15-17c)**  
**A request to amend an existing Planned Unit Development (PUD) to include 607 Fred Street and a request a rezone the same parcel from Low Density Residential (R1) to Highway Commercial (C2)**

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 2016. \Planning\CityZPMaps\2015\ZP15-17c



- Subject Area
- 200' Notice Area

31. A

ZONING ORDINANCE NO. 9-16

AN ORDINANCE  
REZONING PROPERTY LOCATED  
AT 607 FRED STREET  
FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT  
TO HIGHWAY COMMERCIAL (C2) DISTRICT  
(ZP 15-17c)

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 rezoning the following described property from Low Density Residential (R1) District to Highway Commercial (C2) District:

GEIMER ADDITION LOT 31 (Tax Parcel Number 21-1714-E-31)

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

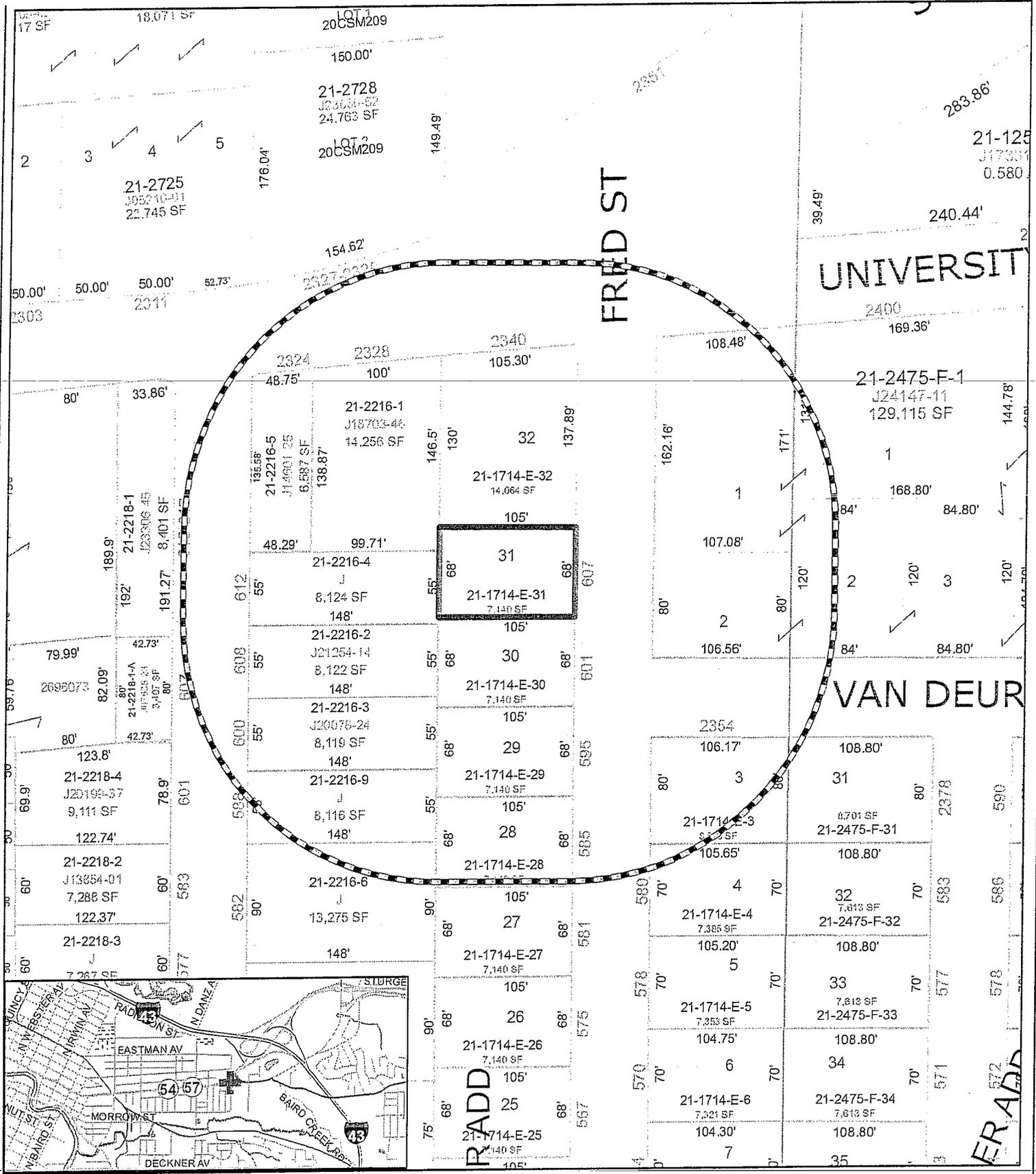
\_\_\_\_\_  
Clerk

bc

05/03/16

Attachment – Map

i:\legislative\council 2016\05032016\law\zo.9-16 - rezone 607 fred street.docx



**Zoning Petition (ZP 15-17c)**

**A request to amend an existing Planned Unit Development (PUD) to include 607 Fred Street and a request to rezone the same parcel from Low Density Residential (R1) to Highway Commercial (C2)**

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Map prepared by City of Green Bay Planning Department  
P.N. April 2016. \Planning\City\ZPMaps\2015\ZP15-17c*



Subject Area

200' Notice Area

374

**ZONING ORDINANCE NO. 10-16**

**AN ORDINANCE  
REZONING PROPERTY LOCATED  
AT 515 WEST WALNUT STREET  
FROM HIGHWAY COMMERCIAL (C2) DISTRICT  
AND OFFICE RESIDENTIAL (OR) DISTRICT TO  
DOWNTOWN (D1) DISTRICT AND  
113 SOUTH MAPLE STREET  
FROM OFFICE RESIDENTIAL (OR) DISTRICT  
TO DOWNTOWN (D1) DISTRICT  
(ZP 16-14)**

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 rezoning the following described property from Highway Commercial (C2) District and Office Residential (OR) District to Downtown (D1) District:

515 West Walnut Street: ORIGINAL SURVEY LOTS 93 &  
94 EX NLY 10 FT OF LOT 93 FOR ST (Tax Parcel Number  
3-85)

**SECTION 2.** Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Office Residential (OR) District to Downtown (D1) District:

113 South Maple Street: ORIGINAL SURVEY LOT 95 (Tax  
Parcel Number 3-88)

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

ZONING ORDINANCE NO. 10-16  
Page 2

**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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

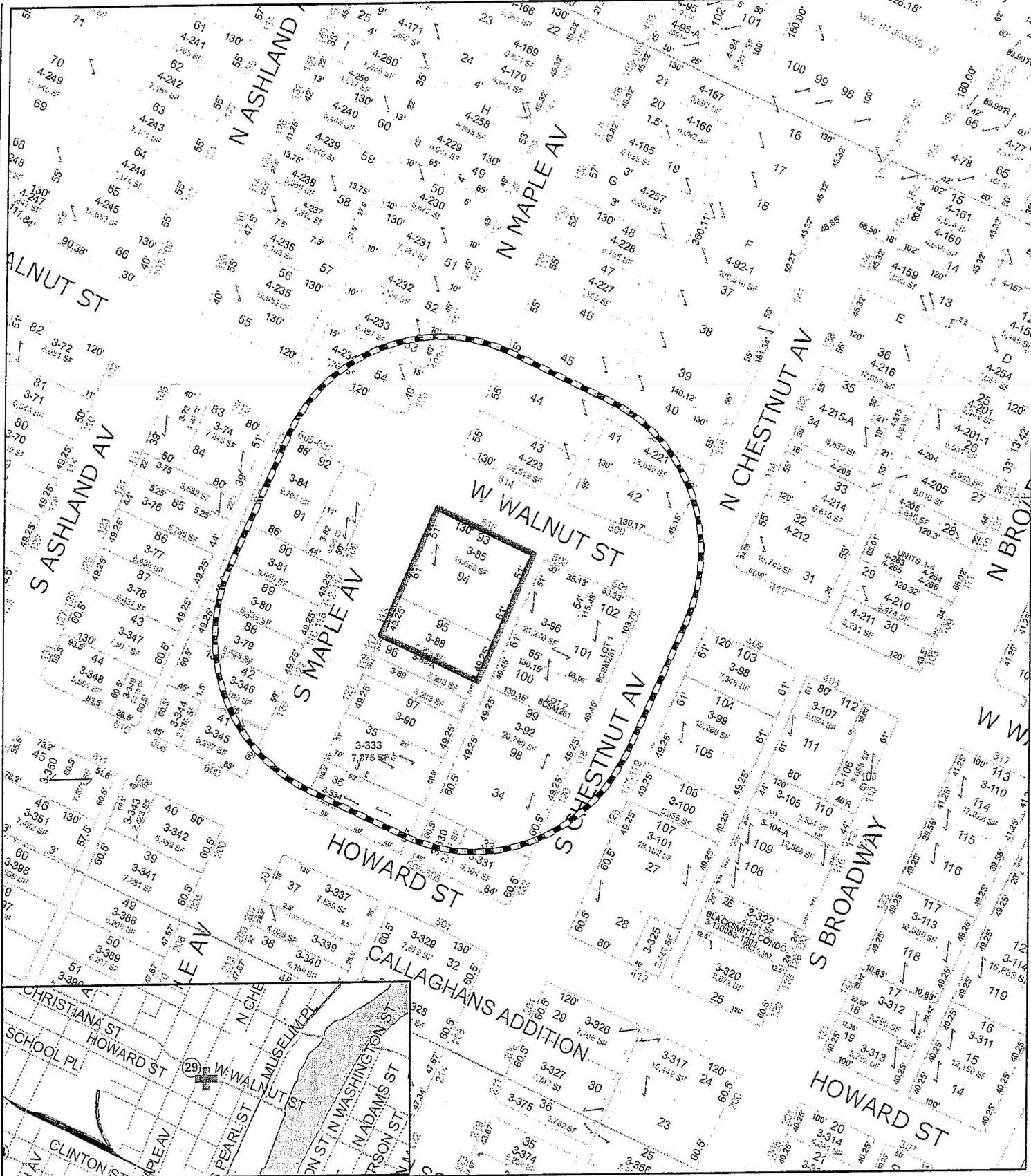
ATTEST:

\_\_\_\_\_  
Clerk

bc

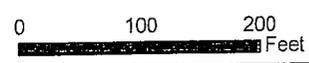
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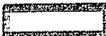
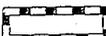
Attachment – Map



**(ZP 16-14) Discussion and action on a request to rezone from Highway Commerical (C2) District & Office Residential (OR) District to Downtown (D1) District and authorize a Conditional Use Permit (CUP) for a Gas Station / Convenience Store at 515 W. Walnut St. / 113 S. Maple Street, submitted by Kwik Triopp, Inc (Ald. Zima, District 9)**

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Map prepared by City of Green Bay Planning Department  
M.L. March 2016. \Planning\CityZP\Maps\2016\ZP16-014



-  Subject Area
-  200' Notice Area



386