AGENDA OF THE COMMON COUNCIL

MONDAY, MARCH 16, 2015, 7:00 P.M.

COUNCIL CHAMBERS
ROOM 203, CITY HALL

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the March 3, 2015, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

PRESENTATIONS

Presentation of the 2014 Youth Leadership Award.

Proclamation to the American Cancer Society.

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 Redevelopment Authority.

3. Report of the Economic Development Authority.

4. Report of the Plan Commission.

5. Report of the Advisory Committee.

6. Report of the Finance Committee.

7. Report of the Improvement & Service Committee.

8. Report of the Protection & Welfare Committee.

RECEIVE & PLACE ON FILE

Municipal Court Report for February, 2015.

Building Permit Report for February, 2015.

RESOLUTIONS

9. Resolution approving the Development Agreement between SBH-Green Bay, LLC, Redevelopment Authority of the City of Green Bay, and the City of Green Bay for Parcel Numbers 21-181-2 and 21-181-3 located in the I-43 Business Center.

10. Resolution authorizing sale of property located in the I-43 Business Center (SBH-Green Bay, LLC)

11. Resolution amending the conditional-use approval at 653-655 Woodside Road.

12. Resolution approving air rights easement at 159 N. Broadway right-of-way.

13. Resolution authorizing continuation of the City's self-insured worker's compensation program.

14. Final Resolution authorizing asphalt resurfacing improvements and levying special assessments against property.

ORDINANCE - FIRST READING

15. General Ordinance No. 7-15
An ordinance creating Section 27.310 of the Code relating to prohibition of bill-posting.

ORDINANCE - THIRD READING

16. Zoning Ordinance No. 1-15 (Held up at the March 3 Meeting)
An ordinance zoning certain land generally located north of Finger Road, west of Northview Road, south of Catalina Drive, and east of Eerie Road as a Planned Unit Development District.

NOTE-Due to a Protest Petition on file with the City Clerk, three-fourths of the members of the Council voting on the proposed change is required for adoption of this ordinance.

GRADE ORDINANCES

An ordinance to fix and permanently establish the grade of Atkinson Drive-Hurlbut Street to North.

An ordinance to fix and permanently establish the grade of Bay Mist Drive – Largo Ridge Drive to South.

An ordinance to fix and permanently establish the grade of Branigan Way – Largo Ridge Drive to South.

An ordinance to fix and permanently establish the grade of Largo Ridge Court – Branigan Way to cul-de-sac.

An ordinance to fix and permanently establish the grade of Largo Ridge Drive – Lake Largo Drive to Branigan Way.

An ordinance to fix and permanently establish the grade of Northland Avenue – Washington Street to Adams Street.

Kris A. Teske
Green Bay City Clerk

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

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

CITY OF

GREEN BAY

1854

Titletown, USA

APPENDIX OF SUPPLEMENTAL INFORMATION

FOR COUNCIL MEETING

OF MONDAY, MARCH 16, 2015

7:00 P.M.

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

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

A. In the Countryside Concrete LLC

B. E. Weise Contractors

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
March 16, 2015

The Green Bay Redevelopment Authority, having met on Tuesday, March 10, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the First Amendment to the Development Agreement for Hotel Northland (copy attached).

2. To approve the Development Agreement with SBH-Green Bay, LLC for the Strategic Behavioral Health project subject to legal and technical changes (copy attached).

3. The Redevelopment Authority recommends approval of the 2015-2019 Five Year Consolidated Plan and the 2015 Annual Action Plan. The Five Year Consolidated Plan and Annual Action Plan guide the use of the federally funded Community Development Block Grant (CDBG) Funds and HOME Investment Partnership (HOME) Funds for the City of Green Bay. The 2015-2019 Consolidated Plan and 2015 Annual Action Plan initiatives include: maintain/support/enhance affordable housing, support public services, support economic development, create physical improvements, and affirmatively further fair housing.

   The Redevelopment Authority completed its review of the 2015-2019 Consolidated Plan and the 2015 Annual Action Plan plus budget for use of the 2015 fiscal year CDBG and HOME funds. The Redevelopment Authority recommends that the Council approve the Plans plus budget (on file in the City Clerk's Office and available on the City website under Community Services).

   2015 CDBG and HOME funding amounts were released by the U.S. Department of Housing and Urban Development Office in Milwaukee with a $935,152 CDBG and $381,082 HOME award.

   Upon Council approval of the 2015-2019 Consolidated Plan and the 2015 Annual Action Plan plus budget, the plans will be released for a 30-day public comment period. On April 21, 2015, the Plans will come back to the Council for consideration of any comments received and final adoption. Submission of the Plans to the U.S. Department of Housing and Urban Development will occur after Council final approval. Funds are expected to be released to the City of Green Bay around June 1, 2015.

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
HOTEL NORTHLAND

This First Amendment to Development Agreement ("Amendment") is made as of February ___, 2015 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and Hotel Northland, LLC ("Developer").

RECITALS:

A. The RDA, City and Frantz Community Investors ("Frantz") entered into a Development Agreement ("Development Agreement") dated _____, 2014.

B. Frantz has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to an Assignment of Development Agreement dated as of the date of this Amendment.

C. The RDA, City and Developer desire to amend the Development Agreement as set forth in this Amendment.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. Assignment. The RDA and City hereby consent to the Assignment of the Development Agreement to Developer by Frantz.

2. City/RDA Commitments. The phrase "$25-$35" in Section I of the Development Agreement is deleted and the phrase "$40,000,000 to $50,000,000" is hereby inserted in its place. Notwithstanding anything to the contrary in the Development Agreement, all references to "$25-$35 million" in the Development Agreement are deleted and the phrase $40,000,000 to $50,000,000 is inserted in their place.

3. Completion Project. The date "May 21, 2015" in Section I of the Development Agreement is deleted and the date "March 31, 2016" is inserted in its place.

4. Acquisition of Building. Section II.A of the Development Agreement is deleted and the following is inserted in its place:

> A. Developer shall acquire the Hotel Property from the current owner on or before March 31, 2015 ("Acquisition Date").

5. Commencement Date. The phrase "second quarter of 2014" in Section II.B of the Development Agreement is deleted and the phrase "first quarter of 2015" is inserted in its place.

6. Completion Date. The date "May 21, 2015" in Section II.C is deleted and the date "March 31, 2016" is inserted in its place.

7. Management Company. Pursuant to Section II.E of the Development Agreement, Legendary Hospitality, LLC has been selected as the management company.

8. Resale of RDA Property. The last sentence of Section III.A is deleted and the following inserted in its place:

> The Developer may sell the RDA Property to any individual or entity which purchases the Hotel Property.

9. Parking. The term "three" in Section V.A is deleted and the following inserted in its place:

> The CITY will provide up to one hundred and fifty (150) parking spaces within the attached City-owned Pine Street Parking Ramp for hotel guests and employees. This parking arrangement shall commence upon the Hotel's opening and shall be in effect for a period of fifteen (15) consecutive years. Developer shall pay a fixed rate of sixty thousand dollars ($60,000.00) per year to City as consideration for said parking spaces for a period of five (5) years. Upon the commencement of year 6, the Developer shall pay a fixed rate of seventy thousand dollars ($70,000.00) per year for a period of five (5) years. Upon commencement of year 11, the Developer shall pay a fixed rate of eighty thousand ($80,000.00) per year for the remaining period of five (5) years, which shall conclude at the end of year 15. Thereafter, the Parties will re-negotiate in good faith the number of parking spaces and rate, in an amount not to exceed the average daily rate in the Downtown district.

10. TIF. Subsection (i) of Section VI.A is deleted and the following inserted in its place:

> The CITY shall provide a $2,500,000 Project-supported Tax Increment Financing (TIF) grant to the Project, subject to all of the following conditions: (i.) Developer closes on Hotel Property by the acquisition date, and (ii) DEVELOPER secures private loan commitments and alternative financing adequate to complete the Project. The TIF amount shall be known as the Project Grant.

11. Adequate Documentation. Pursuant to the requirements of Section VI of the Development Agreement, the City and RDA acknowledge and agree (i) the Developer has provided adequate documentation of the exhaustion of other funding sources, (ii) the WEDC grant shall be made to the Developer and (iii) they will make the TIF loan to the Developer at the time the Developer closes on the construction loan for the Project.

12. Delivery of Project Budget and Sources & Uses. Notwithstanding anything to the contrary in Section IX of the Development Agreement, any plans and specifications, budgets, proformas and other items to be delivered by Developer to the City/RDA pursuant to Section IX of the Development Agreement shall be delivered on or before March 31, 2015.

13. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is in full force and effect.

14. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

Redevelopment Authority of the City of Green Bay

By: _____
Its: _____

Attest: _____
Its: _____

City of Green Bay

_____
James J. Schmitt, Mayor

Attest: _____
Its: _____

Hotel Northland, LLC

By: KPH NORTHLAND HOTEL LLC, Member

By: _____
Keith Harenda, Manager

By: FRANTZ COMMUNITY INVESTORS L.L.C., Member

By: _____
Michael D. Frantz, Manager

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DEVELOPMENT AGREEMENT

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2015, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **SBH-Green Bay, LLC,** a Delaware limited liability company (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the DEVELOPER desires to acquire property owned by the CITY located at 1350 Einstein Way and 1351 Ontario Road (Tax Parcels 21-181-2 and 21-181-3) in the I-43 Business Park, legally described on the attached Exhibit "A" hereto, totaling approximately 10.3 acres (hereinafter the "Property"); and

WHEREAS, the DEVELOPER desires to construct a taxable one-story inpatient psychiatric hospital totaling approximately 52,250 square feet and housing approximately 72 beds ("the Project") to serve the needs of the Green Bay community; and

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

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER shall acquire the Property. The DEVELOPER shall construct the Project on the Property. The Project shall have approximately 72 beds totaling approximately 52,250 square feet. The total development costs of the Project and acquisition of the Property shall not be an amount less than $10,000,000.00. DEVELOPER shall also comply with the following requirements for this Project:

The DEVELOPER, CITY and RDA shall comply with the following requirements for the Project:

A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than October 1, 2015, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by June 1, 2017, (the "Completion Date") in accordance with site and building plans as approved by the CITY, which approvals shall not be unreasonably withheld, conditioned or delayed.

C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.

F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

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

A. The CITY shall convey to the DEVELOPER the Property for Four Hundred Ninety-Four Thousand and Four Hundred Dollars and No Cents ($494,400.00), in accordance with the terms and conditions of the Purchase Agreement entered into by the PARTIES and attached hereto as Exhibit "C", after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by warranty deed.

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

1. Environmental assessment and clean up. The CITY or its agents and assigns have not deposited any contaminants on the Project Site.

2. Title insurance and, if applicable, ALTA survey review to be paid by the CITY.

C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the DEVELOPER shall convey the Property back to the CITY upon written request of the CITY and repayment by the CITY of the full Purchase Price back to the DEVELOPER, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any

other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the DEVELOPER's default.

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

D. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

III. EASEMENTS, COVENANTS AND LICENSES.

A. The CITY and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary by the PARTIES. The easements shall run with the land and benefit all subsequent owners of both sides of the Property.

B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable by the PARTIES to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

IV. FINANCING

A. Conditioned on completion of the Project and the DEVELOPER spending approximately Ten Million dollars ($10,000,000.00), the RDA shall contribute no more than One Million dollars ($1,000,000.00) of Tax Incremental Financing (TIF) assistance to the DEVELOPER. The TIF assistance shall be structured as a yearend pay-go disbursement and paid out over a term of five (5) years from January 1st in the year following the completion of the Project. This reimbursement shall be known as the Annual TIF

Payment.

B. The Annual TIF Payment shall be calculated by subtracting the real property taxes paid on the base tax value, from the actual realized real property taxes on an annual basis for the Property. The real property taxes paid on the base tax value shall be Six Thousand Nine Hundred dollars ($6,900.00). Real property taxes do not include any lawful special assessments, special charges, personal property or other charges that may appear on the annual tax bill.

C. The Annual TIF Payment shall not exceed Two Hundred Thousand dollars ($200,000.00) annually. The Annual TIF payment shall be paid to DEVELOPER within thirty (30) days following DEVELOPER's notice to RDA/CITY that the annual real estate tax bill has been paid in full for the Project Site.

D. If the DEVELOPER transfers the Property/Project to an unaffiliated party or a tax-exempt party prior to conclusion of the five (5) year pay-go TIF assistance term, the RDA and CITY shall have no obligation to provide the Annual TIF Payment outlined in subsection A through C to the successor party.

E. If the DEVELOPER transfers the Property/Project to a non-profit entity or other tax exempt entity, the DEVELOPER shall remit a transfer penalty to the CITY. The transfer penalty shall be calculated as a percentage of the value of the total Annual TIF Payments made to the DEVELOPER as of the date of transfer. The transfer year shall be calculated from the execution date of this Agreement with year 0 being the year of execution of this Agreement. The transfer penalty is outlined below:

Transfer Year	Transfer Penalty as Percentage of TIF Distributions
0-10	50%
11-15	25%
16-20	15%
After Year 20	No penalty

Upon written demand by CITY, the transfer penalty shall be paid to CITY within thirty (30) days. Payment shall be made in such form as indicated in the written notice from CITY.

Notwithstanding the foregoing, the transfer penalty shall not be payable to the extent the transferee of the Property/Project agrees not to exempt the Property/Project from real estate taxes or enters into a payment in lieu of taxes agreement with the CITY that provides for payments in approximately the same amount as real estate taxes.

V. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

A. Prior to the Completion Date, the DEVELOPER may assign all rights and obligations under this Agreement only to a controlled and affiliated company to (i) own, manage and operate the Property, (ii) any financial institution providing financing in connection with the Property, or (iii) any entity acquiring all or substantially all of the assets of the DEVELOPER and its parent and affiliated entities. Except for the foregoing, no assignment of the DEVELOPER's rights and obligations under this Agreement to an unaffiliated party may occur without the CITY's and RDA's written consent from the

date this Agreement is executed to the Completion Date. In the event assignment occurs without RDA and CITY approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement. The RDA's or CITY's consent shall not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the RDA and CITY shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the DEVELOPER's obligations under this Agreement.

After the Completion Date, but subject to the DEVELOPER's obligation to pay the transfer penalty set forth above, if applicable, the DEVELOPER shall have the absolute right to transfer the entirety of its right, title, and interest in and to the Project together with all rights and obligations of this Agreement without RDA's or CITY's consent.

B. All requests requiring the CITY/RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

C. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.

D. Prior to Property transfer to the DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract for the Project.

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

F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than September 1, 2015. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and other such essentials as may be reasonably determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

G. The DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.

H. During the period prior to the date of commencement of construction of the Project, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction of the Project by the DEVELOPER, the DEVELOPER shall file with the RDA quarterly summary progress reports during the course of construction of the Project.

I. All documents shall be submitted in triplicate.

J. The DEVELOPER agrees, not to discriminate on the basis of race, color, religion, sex or national origin in the performance of work under this Agreement and in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation.

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

VI. ENVIRONMENTAL

A. The RDA and/or CITY shall make available to the DEVELOPER all known environmental reports and activity upon the Property. If site remediation is required, the the CITY/RDA will work cooperatively with the DEVELOPER to off-set any extraordinary site clean-up costs; however, the CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.

B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous materials or substances as defined under

Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

VII. MUTUAL RIGHTS OF ACCESS.

A. Prior to closing on the Property, the CITY shall permit representatives of the DEVELOPER to have access to any part of the Property to at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. The CITY will use reasonable efforts to work with the DEVELOPER for parking accommodations for parties of the DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.

B. After closing on the Property, the DEVELOPER shall permit representatives of the CITY and RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction. Any such access shall require general contractor presence and approval. In addition, all access must be in strict adherence to work site safety guidelines.

C. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VIII. OTHER RIGHTS AND REMEDIES.

A. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold the CITY and RDA and their 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

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incurred in enforcing this indemnity) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of the DEVELOPER to the CITY or RDA under this Agreement.

The CITY and RDA, jointly and severally, shall be responsible for, indemnify, pay on behalf of, defend and hold the DEVELOPER and its 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) arising from the breach of any warranty, covenant or representation of the CITY and/or RDA to the DEVELOPER, or any other obligation of the CITY and/or RDA to the DEVELOPER under this Agreement.

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

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

C. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

D. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with

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

E. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

G. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.

H. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

I. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.

J. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: SBH-Green Bay, LLC
Attention: Mike Garone, Director of Development

JM

8295 Tournament Drive, Suite 201
Memphis, TN 38125

SBH-Green Bay, LLC
Attn: Jim Shaheen, President
8295 Tournament Drive, Suite 201
Memphis, TN 38125

Stellpflug Law
Attn: Mark Bartels, Attorney
444 Reid Street, Suite 200
De Pere, WI 54115

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

Redevelopment Authority of the City of Green Bay

_____
Harry Maier, Chairman

_____
Kimberly Flom, Executive Director

Attest:

City of Green Bay

_____
James J. Schmitt, Mayor

_____
Kris Teske, Clerk

Attest:

SBH-Green Bay, LLC

_____
Print Name and Title: Jim Shaheen. President

EXHIBIT A
LEGAL DESCRIPTION

Lots 1 and 2, Volume 58, Certified Survey Maps, Page 186, Map No. 8323, Document No. 2630866, being part of Lot 1, Volume 51, Certified Survey Maps, Page 160, Map No. 7494, Document No. 2255416, Brown County Records, being part of the Southwest 1/4 of the Southwest 1/4, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Tax Parcels 21-181-2 and 21-181-3

EXHIBIT B
CONCEPT PLAN

EXHIBIT C

PURCHASE AGREEMENT

2r

REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING

March 16, 2015

The Economic Development Authority having met on Wednesday, March 11, 2015 considered all matters on its agenda and wishes to report the following:

1. No recommendation regarding the approval of an offer to purchase from Strategic Behavioral Health, LLC (SBH) of parcel 21-181-2 for approximately 10.3 acres of land between Ontario Road and Einstein Way in the I-43 Business Park. SBH will purchase this property from the City of Green Bay for $494,400. (2-2 vote)

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REPORT OF THE GREEN BAY PLAN COMMISSION
March 16, 2015

The Green Bay Plan Commission, having met on Monday, March 9, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To refer the request for a Conditional Use Permit (CUP) for a proposed U-Haul Moving & Storage Store at 2201 Main Street to include self-service storage and retail uses within the Light Industrial (LI) District, back to Planning staff to work with the applicant on potential conditions of approval.

2. To amend an approved Conditional Use Permit (CUP) to authorize a larger monument sign in a Low Density Residential (R1) District located at 653 and 655 Woodside Road, subject to the standards found in Chapter 13-2007(c).

REPORT OF THE ADVISORY COMMITTEE
March 16, 2015

The members of the Advisory Committee, having met on Thursday, March 12, 2015, considered all matters on its agenda and wish to report and recommend the following:

1. To deny request by Ald. Zima, on behalf of himself and the residents of Green Bay, that the voice messages of Mayor James Schmitt be removed from the city phone system while persons are on hold when waiting for service from City departments.

2. To refer back to staff in order to work with the developer of Grandview to create 2 new plans for a total of 3 plans. One plan should be existing plan, one plan should show no apartments and one plan should be a compromise between the current plan and no apartments.

REPORT OF THE FINANCE COMMITTEE
MARCH 16, 2015

The Finance Committee, having met on Monday, March 9, 2015 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the requested resolution presented by the Safety Manager for continuation of the City being self-insured for its workers compensation fund.

2. ~~To direct staff to pursue entering into an amendment with Packerland~~ Veterinary Clinic to the City's Animal Service Contract.

3. To approve the request to award the purchase of one washer and two dryers, commercial grade, to Belson Company for $20,724 for laundering Fire Department turnout gear.

4. To receive and place on file the request by Ald. Wery for documentation presented for "approval and purchase" of the Clarion Hotel, showing when public debate and vote were held and the purchase price.

5. To receive and place on file the request by Ald. Andy Nicholson the information provided by Director Grenier on the historical and environmental information on the property located on the southwest corner of University and Irwin Avenues (P# 8-227, address 627 N. Irwin).

6. To refer back to staff the request by Ald. Tom DeWane for a financial update on the Watermark with a complete narrative of chronological records of all financial transactions and for it to include debt that was abandoned by the developers, guaranties in place for the property, taxes outstanding, City money that was put toward tenant improvements for CH Robinson and the number of vacant square feet of commercial space located within TIF boundaries.

REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
March 16, 2015

The Improvement and Service Committee, having met on March 11, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Cathy Detrie (1490 Capitol Drive) for extended on-street overnight parking exemptions.

2. To approve the request by Ald. Wiezbiskie, on behalf of a constituent, to develop a City ordinance with reference to bill posting, i.e. affixing, distributing, posting handbills.

3. To approve the 2014 Annual Storm Water Report and authorize the Director of Public Works to sign and submit the report to Wisconsin Department of Natural Resources.

4. To approve the McMahon contract amendment for 2015 storm water facility vegetation maintenance in the amount of $54,890.00.

5. To approve the NES, A Division of Robert E. Lee & Associates contract amendment for 2015 storm water facility vegetation maintenance in the amount of $43,000.

6. To approve the purchase of "Storm Drain Marker" supplies from ACP international out of the Storm Water Utility Budget in the amount of $2,405.00.

7. To approve the report of the Purchasing Manager:

   A. To contract for 2015 City-wide Sewer Televising with Green Bay Pipe & TV LLC for $161,920, plus renewal options for 2016 & 2017 at the same rate.

   B. To contract for 2015 Sanitary Sewer Basin Televising with Northern Pipe Equipment for $309,649.

   C. To purchase a flatbed truck body with electric crane from Olson Trailer & Body for $20,273.

   D. To purchase annual street maintenance consumables as needed for 2015 from contracted vendors as noted below, for the approximate amount of $181,400, the budgeted amount for these line items, and pre-approval to purchase these annual commodities in 2016-2019, from contracted vendors TBD, for amounts not to exceed the budgeted line item amounts for these items each year.

8. To approve the request by Orde Sign & Graphics (contractor) on behalf of David & Lisa Bartikosky (owner) and Luke Russell (Tenant) to allow signs within the street and alley rights-of-way adjacent to 159 N Broadway contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

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

A. Jim Fischer, Inc.
B. Holtger Bros., Inc.
C. Martell Construction, Inc.
D. Delrar, Inc.
E. Baeten Concrete, LLC.
F. Howard Immel, Inc.
G. Stone Artifex

10. To approve the applications for Tree & Brush Trimmer Licenses by the following:

A. Beaver Tree Specialists
B. Big Boy's Landscape & Snow Services
C. Yesterday's Trees
D. Asplundh Tree Expert Co

11. To order in asphalt resurfacing improvements and levy special assessments on the following streets:

ADMIRAL COURT - Fisk Street to cul-de-sac east
ARGONNE DRIVE - Ninth Street to Biemeret Street
ARGONNE DRIVE - Biemeret Street to Kennedy Drive
ARGONNE DRIVE - Kennedy Drive to cul-de-sac south
DIVISION STREET- Platten Street to Fisk Street
FRANZ AVENUE - Main Street to west end
KENNEDY COURT - Kennedy Drive to cul-de-sac south
KENNEDY DRIVE - 230' W of Careful Court to Wiesner Street
LANGLADE AVENUE - Briquelet Street to Military Avenue
MT CAROL DRIVE - St Charles Drive to Mt Mary Drive
MT MARY DRIVE - Humboldt Road to St Anthony Drive
ST ANTHONY DRIVE - 230' E of Mt Mary Drive to Curry Lane
VAN OSS COURT - Kennedy Drive to cul-de-sac south

PROTECTION & WELFARE COMMITTEE REPORT
MARCH 16, 2015

The Protection & Welfare Committee, having met on Monday, March 9, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the request by the owners of Pearly Gates, 3551 Finger Road, to hold an outdoor event on July 11 and to allow music until midnight. The approval of the request is subject to complaint.

2. To approve the notice of the change of agent for El Patron Entertainment, LLC at 1464 University Avenue.

3. To deny the appeal by William Daniels III to the denial of his Public Vehicle Operator License application.

4. To deny the appeal by Timothy Lafferty Jr. to the denial of his Operator License application.

5. To refer to staff the request by Ald. Tim DeWane to review and discuss the noise ordinance as it relates to snow removal, to amend Ordinance 27.203 exempting snow removal for day and nighttime hours to 6:00 a.m.

RESOLUTION APPROVING THE
DEVELOPMENT AGREEMENT BETWEEN
SBH-GREEN BAY, LLC, REDEVELOPMENT
AUTHORITY OF THE CITY OF GREEN BAY,
AND THE CITY OF GREEN BAY FOR
PARCEL NUMBERS 21-181-2 AND 21-181-3
LOCATED IN THE I-43 BUSINESS CENTER

March 16, 2015

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

WHEREAS, the Common Council has created Tax Incremental Financing District No. 3 (District) and adopted a project plan for the District; and

WHEREAS, SBH-Green Bay, LLC, has proposed development of property located within the District which complies with the project plan for the District previously adopted by the Redevelopment Authority and Common Council; and

WHEREAS, the Redevelopment Authority has approved the development agreement for the SBH-Green Bay, LLC, project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the Development Agreement subject to technical legal adjustments to the agreement as may be deemed necessary by the parties' counsel; and

BE IT FURTHER RESOLVED that the Redevelopment Authority is authorized to take all actions necessary to carry out obligations of the Development Agreement.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

Attachment – Development Agreement

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9.

DEVELOPMENT AGREEMENT

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2015, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **SBH-Green Bay, LLC,** a Delaware limited liability company (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the DEVELOPER desires to acquire property owned by the CITY located at 1350 Einstein Way and 1351 Ontario Road (Tax Parcels 21-181-2 and 21-181-3) in the I-43 Business Park, legally described on the attached Exhibit "A" hereto, totaling approximately 10.3 acres (hereinafter the "Property"); and

WHEREAS, the DEVELOPER desires to construct a taxable one-story inpatient psychiatric hospital totaling approximately 52,250 square feet and housing approximately 72 beds ("the Project") to serve the needs of the Green Bay community; and

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

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

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER shall acquire the Property. The DEVELOPER shall construct the Project on the Property. The Project shall have approximately 72 beds totaling approximately 52,250 square feet. The total development costs of the Project and acquisition of the Property shall not be an amount less than $10,000,000.00. DEVELOPER shall also comply with the following requirements for this Project:

The DEVELOPER, CITY and RDA shall comply with the following requirements for the Project:

A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than October 1, 2015, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by June 1, 2017, (the "Completion Date") in accordance with site and building plans as approved by the CITY, which approvals shall not be unreasonably withheld, conditioned or delayed.

C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

9a

E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.

F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

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

A. The CITY shall convey to the DEVELOPER the Property for Four Hundred Ninety-Four Thousand and Four Hundred Dollars and No Cents ($494,400.00), in accordance with the terms and conditions of the Purchase Agreement entered into by the PARTIES and attached hereto as Exhibit "C", after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by warranty deed.

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

1. Environmental assessment and clean up. The CITY or its agents and assigns have not deposited any contaminants on the Project Site.

2. Title insurance and, if applicable, ALTA survey review to be paid by the CITY.

C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the DEVELOPER shall convey the Property back to the CITY upon written request of the CITY and repayment by the CITY of the full Purchase Price back to the DEVELOPER, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any

other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the DEVELOPER's default.

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

D. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

III. EASEMENTS, COVENANTS AND LICENSES.

A. The CITY and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary by the PARTIES. The easements shall run with the land and benefit all subsequent owners of both sides of the Property.

B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable by the PARTIES to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

IV. FINANCING

A. Conditioned on completion of the Project and the DEVELOPER spending approximately Ten Million dollars ($10,000,000.00), the RDA shall contribute no more than One Million dollars ($1,000,000.00) of Tax Incremental Financing (TIF) assistance to the DEVELOPER. The TIF assistance shall be structured as a yearend pay-go disbursement and paid out over a term of five (5) years from January 1st in the year following the completion of the Project. This reimbursement shall be known as the Annual TIF

Payment.

B. The Annual TIF Payment shall be calculated by subtracting the real property taxes paid on the base tax value, from the actual realized real property taxes on an annual basis for the Property. The base tax value shall be Six Thousand Nine Hundred dollars ($6,900.00). Real property taxes do not include any lawful special assessments, special charges, personal property or other charges that may appear on the annual tax bill.

C. The Annual TIF Payment shall not exceed Two Hundred Thousand dollars ($200,000.00) annually. The Annual TIF payment shall be paid to DEVELOPER within thirty (30) days following DEVELOPER's notice to RDA/CITY that the annual real estate tax bill has been paid in full for the Project Site.

D. If the DEVELOPER transfers the Property/Project to an unaffiliated party or a tax-exempt party prior to conclusion of the five (5) year pay-go TIF assistance term, the RDA and CITY shall have no obligation to provide the Annual TIF Payment outlined in subsection A through C to the successor party.

E. If the DEVELOPER transfers the Property/Project to a non-profit entity or other tax exempt entity, the DEVELOPER shall remit a transfer penalty to the CITY. The transfer penalty shall be calculated as a percentage of the value of the total Annual TIF Payments made to the DEVELOPER as of the date of transfer. The transfer year shall be calculated from the execution date of this Agreement with year 0 being the year of execution of this Agreement. The transfer penalty is outlined below:

Transfer Year	Transfer Penalty as Percentage of TIF Distributions
0-10	50%
11-15	25%
16-20	15%
After Year 20	No penalty

Upon written demand by CITY, the transfer penalty shall be paid to CITY within thirty (30) days. Payment shall be made in such form as indicated in the written notice from CITY.

Notwithstanding the foregoing, the transfer penalty shall not be payable to the extent the transferee of the Property/Project agrees not to exempt the Property/Project from real estate taxes or enters into a payment in lieu of taxes agreement with the CITY that provides for payments in approximately the same amount as real estate taxes.

V. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

A. Prior to the Completion Date, the DEVELOPER may assign all rights and obligations under this Agreement only to a controlled and affiliated company to (i) own, manage and operate the Property, (ii) any financial institution providing financing in connection with the Property, or (iii) any entity acquiring all or substantially all of the assets of the DEVELOPER and its parent and affiliated entities. Except for the foregoing, no assignment of the DEVELOPER's rights and obligations under this Agreement to an unaffiliated party may occur without the CITY's and RDA's written consent from the date this Agreement is executed to the Completion Date. In the event assignment occurs

without RDA and CITY approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement. The RDA's or CITY's consent shall not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the RDA and CITY shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the DEVELOPER's obligations under this Agreement.

After the Completion Date, but subject to the DEVELOPER's obligation to pay the transfer penalty set forth above, if applicable, the DEVELOPER shall have the absolute right to transfer the entirety of its right, title, and interest in and to the Project together with all rights and obligations of this Agreement without RDA's or CITY's consent.

B. All requests requiring the CITY/RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

C. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.

D. Prior to Property transfer to the DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract for the Project.

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

F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than September 1, 2015. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and other such essentials as may be reasonably determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

G. The DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.

H. During the period prior to the date of commencement of construction of the Project, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction of the Project by the DEVELOPER, the DEVELOPER shall file with the RDA quarterly summary progress reports during the course of construction of the Project.

I. All documents shall be submitted in triplicate.

J. The DEVELOPER agrees, not to discriminate on the basis of race, color, religion, sex or national origin in the performance of work under this Agreement and in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation.

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

VI. ENVIRONMENTAL

A. The RDA and/or CITY shall make available to the DEVELOPER all known environmental reports and activity upon the Property. If site remediation is required, the the CITY/RDA will work cooperatively with the DEVELOPER to off-set any extraordinary site clean-up costs; however, the CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.

B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous materials or substances as defined under

9f

Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

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

VII. MUTUAL RIGHTS OF ACCESS.

A. Prior to closing on the Property, the CITY shall permit representatives of the DEVELOPER to have access to any part of the Property to at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. The CITY will use reasonable efforts to work with the DEVELOPER for parking accommodations for parties of the DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.

B. After closing on the Property, the DEVELOPER shall permit representatives of the CITY and RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction. Any such access shall require general contractor presence and approval. In addition, all access must be in strict adherence to work site safety guidelines.

C. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VIII. OTHER RIGHTS AND REMEDIES.

A. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold the CITY and RDA and their 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) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of the DEVELOPER to the CITY or RDA under this Agreement.

The CITY and RDA, jointly and severally, shall be responsible for, indemnify, pay on behalf of, defend and hold the DEVELOPER and its 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) arising from the breach of any warranty, covenant or representation of the CITY and/or RDA to the DEVELOPER, or any other obligation of the CITY and/or RDA to the DEVELOPER under this Agreement.

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

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

C. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

D. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with

9h

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

E. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

G. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.

H. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

I. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.

J. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: SBH-Green Bay, LLC
Attention: Mike Garone, Director of Development

9;

8295 Tournament Drive, Suite 201
Memphis, TN 38125

SBH-Green Bay, LLC
Attn: Jim Shaheen, President
8295 Tournament Drive, Suite 201
Memphis, TN 38125

Stellpflug Law
Attn: Mark Bartels, Attorney
444 Reid Street, Suite 200
De Pere, WI 54115

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

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

9j

Harry Maier, Chairman

Kimberly Flom, Executive Director

Attest:

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Attest:

SBH-Green Bay, LLC

Print Name and Title:

9k

RESOLUTION AUTHORIZING SALE OF PROPERTY
LOCATED IN THE I-43 BUSINESS CENTER
(SBH-Green Bay, LLC)

March 16, 2015

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

That the Mayor and Clerk are hereby authorized to execute all necessary documents between the City and SBH-Green Bay, LLC (or a subsequent proposed grantee) for the sale of Parcel No. 21-181-2 (located on Einstein Way) and Parcel No. 21-181-3 (located on Ontario Road) in the I-43 Business Center at a sale price of $494,400.00.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

RESOLUTION AMENDING THE CONDITIONAL-USE
APPROVAL AT 653 AND 655 WOODSIDE ROAD
(ZP 15-06)

March 16, 2015

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

That, pursuant to Zoning Petition 15-06 and the recommendation of the Plan Commission on March 9, 2015, the City of Green Bay amends the conditional-use permit adopted on February 3, 1998, to allow for a larger monument sign in a Low Density Residential (R1) District located on the following described property at 653 and 655 Woodside Road:

LOT 1 OF 37 CSM 121 BNG PRT OF SW1/4 NE1/4 SEC 35 T24N R21E (Tax Parcel Number 21-365-1)

Said amended conditional-use permit shall be subject to the standards found in Chapter 13-2007(c), Green Bay Municipal Code.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

Attachment – Map

RESOLUTION APPROVING
AIR RIGHTS EASEMENT
AT 159 N BROADWAY
RIGHT-OF WAY
March 16, 2015

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

To approve the request by Orde Sign & Graphics (contractor) on behalf of David & Lisa Bartikosky (owner) and Luke Russell (Tenant) to allow signs within the street and alley rights-of-way adjacent to 159 N Broadway contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted _____, 2015

Approved_____, 2015

_____
Mayor

ATTEST:

_____
City Clerk

jld

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RESOLUTION AUTHORIZING CONTINUATION
OF THE CITY'S SELF-INSURED
WORKER'S COMPENSATION PROGRAM

March 16, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance Committee for the City of Green Bay, at its meeting on March 9, 2015, approved the continuation of the self-insured worker's compensation program in compliance with Wisconsin Administrative Code DWD 80.60(3).

NOW, THEREFORE, the Common Council of the City of Green Bay does resolve as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.

2. Authorize the Clerk to forward certified copies of this resolution to the Worker's Compensation Division of the Wisconsin Department of Workforce Development.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

bc

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FINAL RESOLUTION AUTHORIZING ASPHALT RESURFACING IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
March 16, 2015

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:30 p.m. on the 11th day of March 2015 for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portion of streets:

ADMIRAL COURT – Fisk Street to cul-de-sac east
ARGONNE DRIVE – Ninth Street to Biemeret Street
ARGONNE DRIVE – Biemeret Street to Kennedy Drive
ARGONNE DRIVE – Kennedy Drive to cul-de-sac south
DIVISION STREET – Platten Street to Fisk Street
FRANZ AVENUE – Main Street to west end
KENNEDY COURT – Kennedy Drive to cul-de-sac south
KENNEDY DRIVE – 230' W of Careful Court to Wiesner Street
LANGLADE AVENUE – Briquelet Street to Military Avenue
MT CAROL DRIVE – St Charles Drive to Mt Mary Drive
MT MARY DRIVE – Humboldt Road to St Anthony Drive
ST ANTHONY DRIVE – 230' E of Mt Mary Drive to Curry Lane
VAN OSS COURT – Kennedy Drive to cul-de-sac south

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement and Service Committee, is hereby adopted and approved.

2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvements in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.

3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.

4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.

GENERAL ORDINANCE NO. 7-15

AN ORDINANCE
CREATING SECTION 27.310,
GREEN BAY MUNICIPAL CODE,
RELATING TO PROHIBITION OF BILL-POSTING

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

SECTION 1. Section 27.310, Green Bay Municipal Code, is hereby created to read:

27.310 **BILL-POSTING PROHIBITED.**

(1) Definitions:

(a) "Bill-posting" is an act defined to mean affixing, depositing, distributing, posting, placing, painting or tacking of any handbill.

(b) "Handbill" is defined to mean any bill, cards, sign, circular, flyer, leaflet, pamphlet, paper booklet, poster or any printed or written material which:

1. Advertises any business, merchandise, product, commodity or thing; or

2. Directs attention to any business, mercantile, or commercial establishment or other activity, for the purpose of either directly or indirectly promoting and or effectuating sales; or

3. Directs attention to or advertises any meeting, theatrical performance, exhibition, entertainment or event of any kind for which an admission fee is charged for the purpose of private gain or profit.

(c) "Person" is defined to mean any persons, firm, partnership, association, corporation, company or organization of any kind.

(d) "Amenity strip" is defined to mean the area between the curb and the defined pedestrian right-of-way along city streets and roadways.

(2) No person shall bill-post any handbill upon any vehicle on a public or private property, unless the owner(s) of said property consents in writing.

(3) No person shall bill-post any handbill on telephone poles, lampposts, traffic-light poles, poles used for an official sign, on the sidewalk, public or private, on any building or structure except the following:

(a) An amenity strip under the following conditions:

1. Handbill(s) is (are) affixed, posted, placed, installed or otherwise attached securely, during daylight hours only for a time period of no more than five (5) calendar days within a thirty (30) calendar day period during which the handbill(s) was (were) initially affixed, posted, placed, installed or otherwise attached AND include the name, address and phone number of the person causing the handbill to be distributed, deposited or placed.

2. No person shall bill-post any handbills on any amenity strips that contain obscene or harmful material.

(b) A dwelling under the following conditions:

1. Handbills are affixed, posted, placed, installed or otherwise attached securely, during daylight hours only AND include name, address and phone number of the person causing the handbill to be distributed, deposited or placed.

2. No person shall bill-post any handbills upon any dwelling which is temporarily or continuously uninhabited or vacant.

3. No person shall bill-post any handbills on any dwellings that contain obscene or harmful material.

(c) A billboard.

(4) This section does not apply to notices, warnings or other communications by, or on behalf of, the City.

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_ _____, 2015.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

JZ:bc

03/16/15

ZONING ORDINANCE NO. 1-15

AN ORDINANCE
ZONING CERTAIN LAND GENERALLY LOCATED
NORTH OF FINGER ROAD, WEST OF NORTHVIEW ROAD,
SOUTH OF CATALINA DRIVE, AND EAST OF ERIE ROAD
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 14-37)

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 1, T23N-R21E; THENCE N00°26'02"E, 635.02 FEET ALONG THE WEST LINE OF THE SW1/4–NW1/4 OF SAID SECTION 1, THENCE S89°32'54"E, 983.85 FEET; THENCE N00°26'04"E, 690.00 FEET; THENCE S89°32'54"E, 1,664.20 FEET; THENCE S00°07'58"W, 1,079.77 FEET; THENCE S89°46'12"E, 400.00 FEET; THENCE N00°08'01"E, 180.00 FEET; THENCE N89°46'07"W, 100.00 FEET; THENCE N00°09'51"W, 239.43 FEET; THENCE N81°16'35"E, 552.07 FEET; THENCE N08°43'25"W, 253.00 FEET; THENCE N89°45'35"E, 524.42 FEET; THENCE S00°00'09"W, 994.57 FEET; THENCE S00°04'03"E, 1,770.48 FEET; THENCE S89°55'51"W, 1,004.06 FEET; THENCE N00°07'58"E, 434.18 FEET; THENCE S89°55'51"W, 334.10 FEET; THENCE S00°07'58"W, 916.33 FEET; THENCE N89°32'54"W, 604.18 FEET; THENCE S00°05'12"W, 371.43 FEET; THENCE N87"22'26"W, 303.29 FEET; THENCE N00°07'04"E, 329.98 FEET; THENCE N89°05'24"W, 169.93 FEET; THENCE S00°07'04"W, 329.98 FEET; THENCE N87°23'43"W, 251.57 FEET; THENCE N00°28'38"E, 305.90 FEET; THENCE N88°04'59"W, 287.60 FEET; THENCE N08°57'38"W, 465.99 FEET; THENCE N77°25'18"W, 248.99 FEET: THENCE S29°15'01"E, 163.87 FEET; THENCE 65.32 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS S26°43'13"W, 61.53 FEET; THENCE N78°53'21"W, 382.13 FEET; THENCE 129.88 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N52°44'23"W, 101.74 FEET; THENCE N30°23'35"W, 180.30 FEET; THENCE N15°59'51"W, 397.37 FEET; THENCE N88°55'28"W, 119.75 FEET TO THE WEST LINE OF THE NW1/4–SW1/4 OF SECTION 1, T23N-R21E; THENCE N00°06'09"E, 1,304.09 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel Numbers: 21-10, 21-11, 21-11-1, 21-12, 21-12-1, 21-13-1, 21-16-1-5, 21-17, 21-20, 21-21-A, 21-4

Parcel contains 11,471,961.6 square feet / 263.36 acres
Parcel is subject to easements and restrictions of record

SECTION 2. This ordinance is enacted pursuant to Wis. Statutes Sections 62.23 and 66.1027. Its purpose is to allow the optional development and redevelopment of land in Green Bay consistent with the design principles of traditional neighborhoods.

A. INTENT. The intent the PUD is to develop the subject area with elements of a traditional neighborhood, these themes include:
   1. Is compact and is designed for the human scale.
   2. Provides a mix of uses, including residential, commercial, civic, and open space uses in close proximity to one another within the neighborhood.
   3. Provides a mix of housing styles, types, and sizes to accommodate households of all ages, sizes, and incomes.
   4. Incorporates a system of relatively narrow, interconnected streets with sidewalks, as well as access to bicycle and transit routes; offering multiple routes for motorists, pedestrians, and bicyclists and provides for the connections of those streets to existing and future developments.
   5. Incorporates significant environmental features into the design.
   6. Is consistent with the City of Green Bay Comprehensive Plan.

B. APPLICABILITY. This ordinance applies as an alternative set of standards for development or redevelopment on sites of 5 acres or more if it is within the Urban Service or Urban Expansion Districts and is contiguous to existing development and 15 acres or more if it is within the Urban Service or Urban Expansion Districts and is noncontiguous to existing development.

C. INTERPRETATION. Development shall be planned, reviewed, and carried out in conformance with all municipal, state, and other laws and regulations. However, if there is a conflict between the provisions of this subchapter and other provisions of the zoning or subdivision sections of the Green Bay Municipal Code, this subchapter shall take precedence.

SECTION 3. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. PERMITTED, CONDITIONAL, AND ACCESSORY USES. The only uses that may be established and/or maintained on the subject property, in conformance with Exhibit D – Grandview Place Land Use Plan, are as follows:

   1. Permitted Uses: In order to achieve the proximity necessary to make neighborhoods walkable, it is important to mix land uses. A traditional neighborhood development shall consist of the following components: a residential area, a mixed-use area, and open space, as specified below.
      a. Residential areas: The PUD shall include a residential area in which the following uses are permitted.

(1) Single-family detached dwellings.
(2) Multifamily dwellings, including senior housing, at a density of at least 10 and no more than 20 units per net acre.
(3) Required mix. A minimum of two housing types from this list must be present in the PUD. Single-family detached dwellings shall constitute a maximum of 70 percent of the dwelling units.

b. Mixed-use areas: The PUD shall include a mixed use area containing commercial, civic, residential, and open space uses as identified below. The total land area devoted to nonresidential development, including ground floor commercial or office uses, civic buildings, and parking areas, shall not exceed 25 percent of the gross acreage of the PUD.

(1) Commercial Uses:
A. Food services (grocery stores, butcher shops, bakeries, and other specialty food stores, ice cream, candy shops, and restaurants, not including bars, taverns, and similar uses).
B. General retail.
C. Services, such as daycare centers, music, dance or exercise studios, offices, including professional and medical offices, barber, hair salon, dry cleaning, repairs of small goods, such as shoes, electronics, or similar items.
D. Accommodations, including bed and breakfast establishments, small hotel, or inn.

(2) Residential uses, including those listed above, with the exception of single-family detached dwellings and also including the following:
A. Residential units located above or to the rear of commercial uses.
B. Live-work units that combine a residence and workplace.

(3) Civic or institutional uses, including the following:
A. Municipal offices, fire and police stations, libraries, museums, community meeting facilities, and post offices.
B. Transit shelters.
C. Places of worship.
D. Educational facilities.

(4) Open space uses:
A. Central square.
B. Neighborhood park.
C. Playground.
D. Natural/open space area.

2. Conditional Uses: The following uses may be established with approval of a conditional use permit:
a. Single-family attached dwellings.
b. Community living arrangements and assisted living facilities. The density and housing type shall be determined based on the findings for the conditional-use permit.
c. Commercial uses, identified above, greater than 10,000 square feet.
d. Commercial uses with drive-through facilities.

3. Accessory Uses: The only accessory uses that may be established and/or maintained on the subject property, in conformance with permitted uses listed above, are as follows:
   a. Residential areas: Chapter 13-600 Section 2, Green Bay Municipal Code.
   b. Mixed-use areas: Chapter 13-700 Section 2 uses and standards listed under the Neighborhood Commercial (NC) District, Green Bay Municipal Code.

4. Open Space:
   a. At least 20 percent of the gross acreage of the PUD shall be designated as open space, which may include undevelopable areas, such as steep slopes and wetlands and stormwater detention and retention basins. Open space areas may include:
      (1) Environmental corridors, greenways.
      (2) Protected natural areas.
      (3) Neighborhood and community parks, squares, plazas, and playing fields.
      (4) Streams, ponds, and other water bodies.
      (5) Open spaces do not include required setback areas and rights-of-way but may include (1)-(4) above.
   b. Common open space. At least 25 percent of the open space area must be common open space available for public use. At least 90 percent of all dwellings shall be located within one-half mile of such common open space.
   c. Conservancy and open space areas shall be dedicated to the City at the time of platting.

B. DIMENSIONAL AND LOT AREA REQUIREMENTS. The following dimensional and area requirements shall apply to all lots within the development based on the land use plan listed in Exhibit D.
   1. Block and lot size diversity. Street layouts should provide for perimeter blocks that are generally in the range of 200-400 feet deep by 400-800 feet long. A variety of lot sizes should be provided to facilitate housing diversity and choice and meet the projected requirements of people with different housing needs.
   2. Lot widths. Lot widths should create a relatively symmetrical street cross-section that reinforces the public space of the street as a simple, unified public space. Similar lot sizes and housing types should generally be located on opposite sides of a street.

C

3. Dimensional Standards.

	Min. lot size	Min. lot width	Front yard setback	Rear yard setback [a]	Side yard setback [b, e]	Height [d]	Max Impervious Surface
			Min - Max	Minimum	Minimum	Min - Max	
Single-family detached	5,000 SF	50	10 – ~~25~~ **35**	25	6 (two) or 10 (one – ZLL)	1 – 2.5 stories / 35'	60%
Two-family/attached residences	2,000 SF/unit	25 per unit	10 – 25	25	10 (end units)	1 – 2.5 stories / 35'	60%
Multifamily residences	1,500/unit, min 4,000 SF	80	5 - 25	15	10	2-4 stories / 45'	70%
Nonresidential or mixed use	5,000	50	0 - 10	n/a	6[c]	2-4 stories / 45'	80%
Civic (institutional, rec.) buildings	5,000	50	0 - 25	n/a	10	2-4 stories / 45'	80%

Notes:

a. Where an alley is present, half of the alley's right-of-way width shall be counted toward the rear setback.

b. A minimum side yard setback of 6 feet shall be provided for single-family detached dwellings or a single side yard of 10 feet for semi-detached single-family dwellings. A minimum side yard setback of 10 feet shall be provided for end-unit attached dwellings. For semi-detached single-family dwellings, a reciprocal access easement shall be recorded for both lots. All semi-detached single-family dwellings, townhouses, and other attached dwellings shall have pedestrian access to the rear yard through means other than the principal structure.

c. No side yards are required along interior lot lines, except as otherwise specified in the building code, except that if walls of structures facing such interior lot lines contain windows or other openings, yards of not less than six (6) feet shall be provided. Side and rear yards of at least six (6) feet shall be required when a nonresidential use adjoins a side yard of a residential property.

d. See Chapter 13-1429 (1), Green Bay Municipal Code, for exceptions to maximum height.

e. Corner properties: The side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon

d

the same public street. If no structure exists on the adjacent property, no less than half of the front setback applies.

f. Multifamily and commercial buildings or a portion of such buildings shall be oriented to the public right of way with parking located in the rear or side yard to ensure the uses are integrated into the block structure.

~~g. Townhomes must be rear or alley loaded with no driveways accessing a public street.~~

g. Single family detached lots greater than 7,500 square feet shall have a maximum impervious surface coverage of 50%.

4. Standards for garages and other accessory structures: Garages may be placed on a single-family detached residential lot either within the principal building or an accessory building, meeting the following requirements:
   a. Attached accessory structures shall be consider attached and integral part of the principal structure when it is connected by an enclosed passage way. Such structures are subject to Section 13-615(b), Green Bay Municipal Code.
   b. Detached accessory structures shall be permitted in residential districts in accordance with the Section 13-615(c), Green Bay Municipal Code. ~~An attached garage shall be recessed a distance of at least 5 feet behind the primary facade of the house.~~
   c. All garages shall be set back 20' from the public right-of-way.

C. ARCHITECTURE STANDARDS. A variety of architectural and design features and building materials is encouraged to give each building or group of buildings a distinct character, as well as sensitivity to the surrounding context.
   1. Commercial Use building height. To create a visually unified streetwall, buildings should be no more than 30 percent taller or shorter than the average building height on the block.
   2. Entries and facades.
      a. The architectural features, materials, and the articulation of a facade of a building shall be continued on all sides visible from a public street.
      b. The front or principal facade of the principal building on any lot shall face a public street and shall not be oriented to face directly toward a parking lot.
      c. Buildings of more than 30 feet in width shall be divided into smaller regular increments through articulation of the façade. This can be achieved through variations in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.
      d. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.
      e. Porches, pent roofs, roof overhangs, hooded front doors, or similar architectural elements shall be used to define the front entrance to all residences or multifamily buildings.
      f. No single family detached structure shall have the same front façade as an adjoining parcel.

3. Residential uses at street level should generally be set back far enough from the street to provide a private yard area between the sidewalk and the front door. Landscaping, steps, porches, grade changes, and low ornamental fences or walls may be used to provide increased privacy and livability for first floor units. A list of permitted residential architectural styles is listed under exhibit A.
4. For commercial or mixed-use buildings, a minimum of 30 percent of the front facade on the ground floor shall be transparent, consisting of window or door openings allowing views into and out of the interior.
5. Additions to existing structures shall maintain setbacks, building proportions, roof and cornice lines, façade divisions, rhythm and proportion of openings, building materials, and colors that are similar to and compatible with the existing structure.
6. Materials: A 30% mix of materials is required for the front facade of residential structures. Acceptable building façade materials include:
   a. Concrete (including precast concrete with prior approval of sample)
   b. Glass
   c. Masonry (brick as well as decorative block with prior approval of block sample)
   d. Metals
   e. Stone
   f. Tile
   g. Vinyl
   h. Wood with prior approval of sample
   i. Other materials, such as cementious sidings, stucco and polyurethane or PVC detailing, masonry veneer shall only begin at the first floor exterior window sill plane and continue to the roofline.
7. Commercial street façade should have clear distinction between the "storefront" on the first floor and the floors above for the mixed use commercial and light industrial uses of this district.
8. Any signage, lighting and awnings must be integrated into the design.
9. Second street facades (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the "address" elevation, though the overall emphasis of the "address" elevation should be greater than the second street facades.
10. Functional entries are allowed and encouraged on second street facades.
11. Side façade at adjoining property lines may be "blank" and must meet fire separation codes.
12. Rear façade should also use good design principles.
    a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a "receiving" entry).
    b. Some differentiation should occur between the first floor and the upper floors.
    c. Rear façade should correlate to the front elevation.

D. SITE DESIGN STANDARDS.

1. Lighting. Street lighting shall be provided on both sides of all streets at intervals of no greater than 75 feet. Generally, smaller lights, as opposed to fewer high-intensity lights, should be used. Street lighting design shall meet the minimum standards developed by the Department of Public Works. Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties, per Chapter 5, General Regulations.
2. Exterior signage. Sign number, size, height, and location in the PUD shall meet the requirements of the Neighborhood Center District. A comprehensive sign program shall be developed for the entire PUD that establishes a uniform sign theme. Signs shall share a common palette of sizes, shapes, materials, and lettering styles.
3. Landscaping and screening standards.
   a. Overall composition and location of landscaping shall complement the scale of the development and its surroundings. In general, larger well-placed contiguous planting areas shall be preferred to smaller disconnected areas.
   b. Height and opacity. Where screening is required by this ordinance, it shall be at least 3 feet in height unless otherwise specified. Required screening shall be at least 50 percent opaque throughout the year.
   c. Components. Required screening shall be satisfied by one or a combination of the following:
      (1) A decorative fence not less than 50 percent opaque behind a continuous landscaped area.
      (2) A masonry wall.
      (3) A hedge.
      (4) Mixed use and commercial building foundation landscaping shall be in accordance with Section 13-1823, Green Bay Municipal Code.
4. Street trees. Street trees shall be required in accordance with Chapter 14, Green Bay Municipal Code. Trees should preferably be located within a planting strip between the sidewalk and the curb, within a landscaped median strip, or in tree wells installed in pavement or concrete.

E. PARKING. Parking areas for shared or community use should be encouraged. In addition:

1. In the mixed-use area, any parking lot shall be located at the rear or side of a building. If located at the side, screening shall be provided, as specified in Chapter 13-1432, Green Bay Municipal Code.
2. A parking lot or parking garage shall not be located adjacent to or opposite a street intersection.
3. In the mixed-use area, a commercial use shall provide one parking space for every 300 square feet of gross floor area or portion thereof. Parking may be provided in shared or community lots within 1,000 feet of the site.
4. Shared parking and cross access easements are highly encouraged to better facilitate movement throughout the development area.

5. In the mixed-use and residential areas, 1.5 off-street parking spaces shall be provided for each dwelling unit, with the exception of senior housing and secondary dwelling units, which shall provide one space per unit, and live-work units, which shall provide two spaces per unit.
6. On-street parking directly adjacent to a building may apply toward the minimum parking requirements for that building.
7. Surface parking lots or garages shall provide at least one bicycle parking space for every 10 motor vehicle parking spaces. Bicycle parking shall consist of a rack of acceptable design in a well-lit location, preferably sheltered.
8. Service access. Direct access to service and loading dock areas for service vehicles should be provided, while avoiding movement through parking areas to the greatest extent possible. Alleys may be used to provide service access.
9. Paving. Reduction of impervious surfaces through the use of interlocking pavers is strongly encouraged for remote parking lots or those used infrequently.
10. A preliminary development site and parking plan is included as Exhibits G-H.

F. LANDSCAPING AND PARKING MAINTENANCE. All parking and loading areas fronting public streets and sidewalks shall be landscaped in accordance with the requirements of Chapter 13-1800, Green Bay Municipal Code. All parking and loading areas abutting residential districts shall be landscaped in accordance with Chapter 13-1800, Green Bay Municipal Code. Parking area interior landscaping shall conform to the requirements of Chapter 13-1800, Green Bay Municipal Code. Parking area landscaping can include turf grass, native grasses, or other perennial flowering plants, vines, shrubs, or trees. Such spaces may also include architectural features, such as benches, kiosks, or bicycle parking.

G. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:
1. Parking lot lighting shall consist of sharp cut-off fixtures. Poles shall not exceed twenty-five (25') feet in height.
2. Pedestrian lighting for walkways shall not exceed sixteen (16') feet overall measured from ground level.
3. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal process and approved by the Community Development Review Team (CDRT).

H. STORM WATER MANAGEMENT AND GRADING PLAN. The design and development of the PUD should minimize off-site stormwater runoff, promote onsite filtration, and minimize the discharge of pollutants to ground and surface water. Natural topography and existing land cover should be maintained/protected to the maximum extent practicable. New development and redevelopment shall meet the requirements of Chapter 30, Green Bay Municipal Code. A conceptual stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits and

shall be approved as part of the platting process in accordance with the phasing Exhibit F listed above.
A complete stormwater management plan for proposed Phase 1 listed on Exhibit F shall be submitted in according with the requirements of Chapter 30, Green Bay Municipal Code. A complete stormwater management plan for the remaining development area listed on Exhibit F shall be submitted in accordance with the requirements of Chapter 30, Green Bay Municipal Code, prior to any further platting or land divisions.

Any proposed amendments to the land use plan within the PUD described in Exhibit D as a result of the complete stormwater management plan shall be approved according to Section 3.D of this ordinance.

I. REFUSE AND MECHANICALS. Screening of refuse materials and mechanicals shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

J. ACCESS AND CIRCULATION STANDARDS. Access and circulation for automobile and pedestrian traffic established through permanent access easements, and in substantial conformity with what is depicted on the attached Exhibit E. The attached circulation standards allow for multiple modes of transportation. They provide functional and visual links within the residential, mixed-use, and open space areas of the PUD and provide multiple connections to existing and proposed external development. The circulation standards provide for adequate traffic capacity and multiple connections to pedestrian and bicycle routes, including off-street bicycle or multi-use paths. The standards also control through traffic, limit lot access to streets of lower traffic volumes, and promote safe and efficient mobility through the PUD.

1. Pedestrian circulation. Convenient pedestrian circulation systems that minimize pedestrian-motor vehicle conflicts shall be provided continuously throughout the PUD. Where feasible, any existing pedestrian routes through the site shall be preserved and enhanced. All streets, except for alleys, shall be bordered by sidewalks on both sides in accordance with the specifications listed in Table 14-2. The following provisions also apply:
   a. Sidewalks in mixed use areas. Clear and well-lighted walkways at least 5 feet in width shall connect all building entrances to the adjacent public sidewalk and associated parking areas.
   b. Disabled accessibility. Sidewalks shall comply with the applicable requirements of the Americans with Disabilities Act.
   c. Crosswalks. Intersections of sidewalks with streets shall be designed with clearly defined edges. Crosswalks shall be well-lit and clearly marked with contrasting paving material at the edges or with striping.
2. Bicycle Circulation. Bicycle circulation shall be accommodated on streets and/or dedicated bicycle paths. Any existing or planned bicycle routes through the site shall be preserved or developed. Bicycle facilities may include off-street paths (generally shared with pedestrians and other non-motorized uses) and/or separate

striped 4-foot bicycle lanes on streets. If a bicycle lane is combined with a parking lane, the combined width should be 14 feet.

3. Transit access. Where public transit service is available or planned, convenient access to transit stops shall be provided. Transit shelters, where provided, shall be well-lighted and placed in highly visible locations that provide security through surveillance.
4. Motor vehicle circulation. Motor vehicle circulation shall be designed to minimize conflicts with pedestrians and bicycles. Traffic calming features, such as "queuing streets," curb extensions, traffic circles, and medians, may be used to encourage slow traffic speeds.
5. Street hierarchy. Each street within a PUD shall be classified according to the following hierarchy:
   a. Arterial streets should not bisect a PUD but may border a PUD.
   b. Collector. This street provides access to mixed-use areas and is also part of the City's major street network.
   c. Subcollector. This street provides primary access to residential properties and connects streets of higher and lower function, and it may provide access to community facilities, such as schools.
   d. Local street. This street provides primary access to residential properties.
   e. Alley. This street provides primary access to residential garages and commercial parking areas. It is typically used where street frontages are narrow, where the primary street width is narrow and limited on-street parking is provided, or to provide delivery access and access to commercial parking.
6. Street Design. The following table is a guide to street design in the PUD. Street and right-of-way widths shall be reviewed by City staff as part of the concept plan review and shall be approved as part of the platting process in accordance with the phasing exhibit listed above.
7. Concrete sidewalks. Concrete sidewalks shall be installed on both sides of all public streets within this PUD. Sidewalks shall be installed at the time the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay. Once a block is built up with 50% of structures, the Common Council shall order in the sidewalks to complete the block network.

	Collector	Sub-Collector	Local Street	Alley
Typical Average Daily Trips	750 or more	250 – 750	Less than 250	N/A
Right-of-way	76-88 feet	48 -72 feet	50 - 60 feet	12-16 feet
Auto travel lanes	2 or 3 @ 12 feet	2 @ 10 feet	2 @ 10'	2 @ 8 feet or 1 @ 12 feet (1-way)
Bicycle lanes (may be required where needed)	6 feet next to parking lane	4 feet without parking or 6 feet next to parking lane	None	None
Parking	Both sides, 9 feet	One or both sides, 9 feet	One or both sides, 9 feet	None (access to drives and garages)
Curb and gutter	Required	Required	Required	Not required
Planting strips	Both sides, min. 6 feet	Both sides, min. 6 feet	Both sides, min. 6 feet	None
Sidewalks	Both sides @ 5 feet min.	Both sides @ 5 feet	Both sides @ 5 feet	None

K. SUBDIVISION OF LAND. If the PUD involves the subdivision of land as defined in the subdivision ordinance, the applicant shall submit all required land division documents in accordance with the requirements of the Chapter 14, Green Bay Municipal Code, and Wisconsin Statutes Chapter 236. If there is a conflict between the design standards of the subdivision ordinance and the design guidelines of this ordinance, the provisions of this ordinance shall apply.

L. OWNERSHIP AND MAINTENANCE OF PUBLIC SPACE. Provisions shall be made for the ownership and maintenance of streets, squares, parks, open space, and other public spaces in a PUD by dedication to the City or management by an entity, such as a homeowners association or neighborhood association approved by the Common Council.

M. PROPOSED SCHEDULE OF DEVELOPMENT PHASING. The section allows for phased construction with the knowledge that subsequent phases will be developed consistently with earlier phases and under the review of the Planning Commission in accordance with the provisions of Chapter 13, Green Bay Municipal Code. Phasing of this PUD shall be permitted, provided that each individual phase is designed and developed to exist as an independent unit and that the construction and improvement of common open space and site amenities shown on the development plan proceeds at the same rate as the construction of dwellings and other permitted land uses. Any violation of this provision shall authorize the City Council to hold a public hearing to review the status of the PUD and impose any remedies it deems appropriate, including, but not limited to, revocation of permits, issuance of construction orders, or issuance of citations for failure to comply with such orders.

K

The applicant must submit to the Planning Department for review a Final Development Plan for each phase before development on it can begin. The Final Development Plan for each phase must include a written summary describing the following information.

1. Proposed subdivisions of land, including total number and type of dwelling units.
2. Planned utility improvements plan showing underground and above ground lines and structures for sanitary sewers, electricity, gas, telecommunications, etc.
3. A site plan, including proposed topographic contours at 2-foot intervals, with the following information:
   a. The location existing and if know commercial and mixed use structures that will remain, with height and gross floor area noted.
   b. The location and function of proposed open space.
   c. The circulation system indicating pedestrian, bicycle, and motor vehicle movement systems, including existing and proposed public streets or rights of way; transit stops; easements or other reservations of land on the site; the location and dimensions of existing and proposed curb cuts, off street parking, and loading spaces, including service access for receiving and trash removal; sidewalks and other walkways.
   d. Location of all trees, shrubs, and groundcover proposed or existing to remain on the site.
   e. The location of street and pedestrian lighting, including lamp intensity and height.
   f. If known, detailed elevations of all proposed commercial buildings and typical elevations of residential buildings. Scaled elevations should identify all signs; building materials; the location, height, and material for screening walls and fences, including outdoor trash storage areas; electrical, mechanical, and gas metering equipment; storage areas for trash and recyclable materials; and rooftop equipment.
4. Stormwater Management Plan as required by Chapter 30, Green Bay Municipal Code.
5. Ownership and maintenance of public space (see Section 3.N of this ordinance)
6. Any other information deemed necessary by the Zoning Administrator in order to evaluate plans.

N. AMENDMENTS TO PLANNED UNIT DEVELOPMENT. Requested amendments to the PUD or to individual phases of the PUD as subject to the following:
1. Minor changes. Minor changes to the final plan adopted by the Plan Commission may be approved by the Planning Department, provided that the changes do not involve:
   a. Increases or decreases of less than ten percent (10%) in the floor area of structures or number of dwelling units or the area designated as open space.
   b. Changes to the street layout or circulation pattern that would eliminate a street or path segment or an intersection.
   c. Changes to primary architectural style(s) as shown.
   d. Alteration of any conditions attached or modifications to the conceptual plan

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made by the Common Council.

e. Any other changes that, in the opinion of planning staff, depart from the original concept or intent of the conceptual plan.

2. Major changes. A major change to a final plan shall require approval by a majority vote of all members of the Common Council.

O. FINAL SITE PLAN APPROVAL.

1. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for single-family attached dwellings~~, including duplexes, townhouses, rowhouses~~ shall receive approval of final site plans from the CDRT (Community Development Review Team).
2. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for multifamily dwellings shall receive approval of final site plans from the Plan Commission.
3. **Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for duplexes, townhouses, and rowhouses shall receive approval of final site plans from the CDRT and Plan Commission as part of the conditional-use permit.**

SECTION 4. This PUD shall be recorded with any future plats or land divisions.

SECTION 5. 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 6. 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 7. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 8. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 9. This ordinance supersedes any discrepancies between the standards herein and the Grandview Place Development Plan Report listed in exhibit A.

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SECTION 10. 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 11. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 12. The approval of this zoning is subject to:

a. Road realignment for the proposed Rocky Arbor Trail listed in Exhibit J.
b. Garage setback reduced from 10 feet to 5 feet.
c. Townhomes permitted as a conditional-use.

SECTION 13. 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 _____, 2015.

APPROVED:

_____
Mayor

ATTEST:

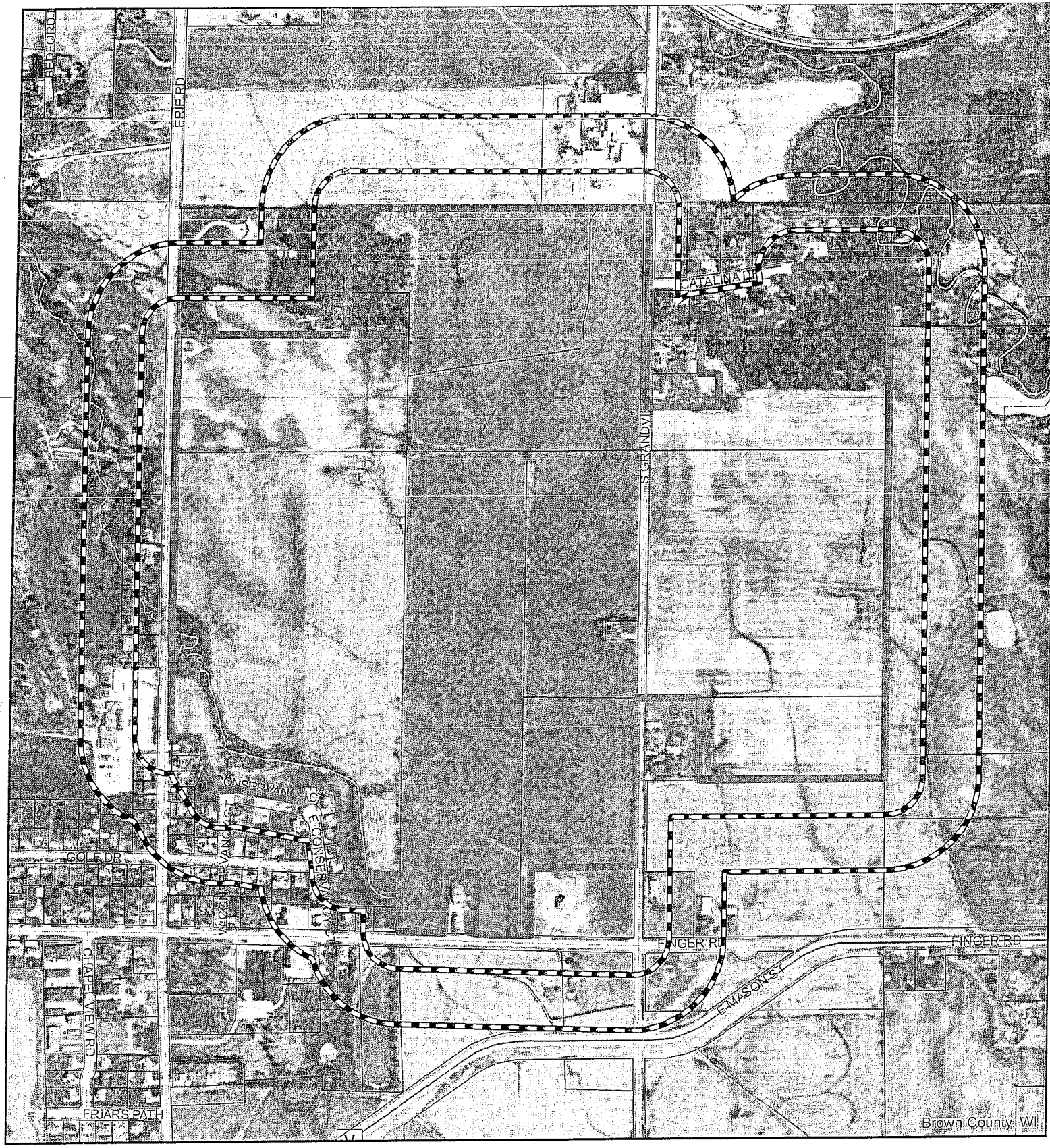
_____
Clerk

01/20/15

Attachments:
Site Map
Exhibit A - Grandview Place Development Plan
Exhibit B - Grandview Place Natural Resources Inventory
Exhibit C - Grandview Place Existing Site Topography Map
Exhibit D - Grandview Place land Use Map
Exhibit E - Grandview Place Circulation Plan (sidewalks required)
Exhibit F - Grandview Place Phasing Map
Exhibit G - Grandview Place Development Site
Exhibit H - Grandview Place Development Site

n

Exhibit I - Grandview Place Conceptual Stormwater Management Plan
Exhibit J - Road realignment for proposed Rocky Arbor Trail
Exhibit K - Map depicting area where garages shall not protrude past the front façade of a home or single-family lots



ZP 14-37

200' Notification Area

500' Notification Area

Request for a Traditional Neighborhood Development zoning designation in an area generally located north of Finger Road, west of Northview Road, south of Cataline Drive, and east of Erie Road. Submitted by Erie Road Development LLC and Humboldt Investments LLC

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

580 290 0 580 1,160 1,740 2,320 Feet

GRANDVIEW PLACE DEVELOPMENT PLAN

WRITTEN BY:

TINA BUNKER

for

Humboldt Investments, LLC

Erie Development, LLC

Exhibit A

2

TABLE OF CONTENTS

INTRODUCTION 3
EXISTING CONDITIONS IN THE GRANDVIEW PLACE 5
PROPERTY OWNERSHIPS 5
SERVICES 5
TOPOGRAPHY AND SOIL CONDITIONS 6
SITE ANALYSIS 7
EXISTING ZONING AND LAND USE 7
TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) CONCEPTS 8
GRANDVIEW PLACE DEVELOPMENT PLAN 9
OBJECTIVES AND POLICIES FOR THE GRANDVIEW PLACE 10
- Land Use Objectives and Policies 10
- Housing Objectives and Policies 10
- Transportation Objectives and Policies 10
- Park and Open Space Objectives and Policies 11

TND CONCEPT FOR GRANDVIEW PLACE 11
RECOMMENDED LAND USES 12
- Residential Uses 12
- Commercial Uses 13
- Park and Open Space 13

RECOMMENDED TRANSPORTATION FACILITIES 14
- Collector Streets 14
- Interior Circulation 14

RECOMMENDED CONCEPTUAL DEVELOPMENT PLAN 15
- Single-Family Dwellings 15
- Multiple-Family Dwellings 16
- Population Increase 16
- Property Phasing and Construction 16
- Community Retail/Offices 17
- Public Streets 17

TAX BASE 18
SUMMARY 19

INTRODUCTION

The purpose of Grandview Place is to design a traditional neighborhood, compact in design that allows for a mix of uses and housing styles to accommodate households of all ages and sizes. The design of Grandview Place blends a variety of density and housing applications within a walk able community incorporating relatively narrow, inter-connected streets with sidewalks and trails connecting to community resources, gathering places and commercial/retail spaces together.

There is a demographic shift coming in the housing market, we are just seeing signs of it now. Grandview Place looks to acknowledge this change and provide the necessary product available for builders and contractors as this change takes place. The shift will increase demand for three types of future housing; senior living, multifamily and smaller residential lots.

The population of our area is growing. According to David Egan-Robertson of the UW-Madison Applied Population Laboratory Brown County is slated to grow by 25.9% from 2010-2040. In addition as a whole, our population is aging and living longer. Due to advances to health and medicine the older population will continue to grow significantly in the future. This growth slowed somewhat during the 1990's because of the relatively small numbers of babies born during the Great Depression of the 1930's. The impact of retirement "boom" is just now being felt. For the next 20 years approximately 10,000 baby boomers a day will retire. According to statics (Provided by Linda Salchenberger, Associated Provost for Academic Planning, Marquette University), by the year 2020 more than 36% of the US population will be older than 65, the largest segment of this being the baby boomer population. In addition, the 85+ population is expected to triple from 5.7 million in 2011 to 14.1 million in 2040 (According to AOA, Administration on Aging). Throughout recent history, as the baby boom population evolved through different cycles of life the world was recreated around them. As our baby boomers age into retirement their housing needs will change and how the world views housing and retirement will likely change once again. This seasoned demographic will look to "down size" from the larger homes they raised their families in. They will look for smaller homes with less maintenance, condos and rental apartments. People want to live independently as long as possible which will call for a new design of homes with few steps and wheel chair assess-ability. Many will choose to rent to avoid the stress of regular maintenance.

Seniors will compete with young adults for rental properties. Young adults are represented in large part by the term Millennials, mainly considered children of boomers will likely represent the second largest segment of the market. Statistics show that young adults are delaying having children later in life, in many cases also delaying home ownership. The younger generation's home ownership dreams are often hindered by college debt. Some may prefer to rent over own as this next generation just coming of age to purchase homes has seen one of the largest declines in home values. Young potential home owners are weary purchasers as they have seen firsthand

how the housing crises affected family and friends. Another challenge affecting this demographic is raising college tuition costs. Students today are leaving school with greater student loan debt while wages have failed to keep up with the rise in costs; therefore the ability to save for a down payment is more difficult. Due to this changing demographic from both ends of the spectrum there will be a rise in the need for rental units of varying shapes and sizes as well as smaller homes. The challenge of Grandview Place is to provide a product that anticipates future housing needs.

One could argue that there are plenty of lots on the market today. This observation is a fair assessment however; the recorded covenants on the property don't appear to match the demand of what the current consumer is looking for. There is demand for smaller homes with smaller footprints. Although the footprint may be smaller in many cases the value is not smaller as many opt for high-end comfort features for their new homes.

The design of this community is centered on the family at all stages of life; traditional residential home sites; multi-family zoning for those who do not want to or cannot any longer care for their properties; condominium lifestyle for those that want the sense of ownership yet shared maintenance, senior living for those that can no longer care for themselves, mixed within a neighborhood to enable family to live near other family members that may be in a different stage in their lives.

Also central to Grandview place is the focus of a walk-able community. The community is highlighted by the South Branch of Baird Creek to the South and a 22.8 acre park to the North. A series of sidewalks and walking trails lead to the park and commercial area to promote pedestrian traffic. The commercial area is designed for neighborhood services that would be supported by both Grandview Place as well as the existing subdivision. Future growth of the business park and development of the School Site to the North of Grandview Place would also support neighborhood businesses. Examples of ideal neighborhood commercial services include: dentist office, daycare, deli or salon..

EXISTING CONDITIONS IN THE NEIGHBORHOOD

Grandview Place is bound by "The Woods Golf Course" to the West, the future Green Bay Public School Site to the North, undeveloped farm lands to the East and an existing subdivision (South Branch Estates), with sewer and water to the South. South Branch Estates was developed in the mid 2000's a cul de sac with approximately 8 home sites. The neighborhood south of The Woods Golf Course and South Branch Estates is an older existing subdivision from the mid 1970's there is a mix of single story and split-level homes. There is an active Farm (DaRan Dairy) just north of the site. The subdivision to the South of the boundary and rural homes within the boundary are isolated and car dependent. Current pedestrian traffic is limited. Narrow streets with ditches detract pedestrian traffic. There are no sidewalks or wide streets for safe pedestrian travel.

PROPERTY OWNERS

Grandview Place comprises about 263 acres located within the City limits of Green Bay. For school purposes, all of the land is located in the Green Bay Public School District. The following is a breakdown of acreage and percentage ownership within the TND area:

Humboldt Development (143.8 Acres)

Erie Road Development (97.49 Acres)

City of Green Bay (22.8 Acres)

Kenneth Drevs (21-12-1 0.44 Acres)

SERVICES

The nearest shopping facility is Huron Marketplace 1.5-2 miles away. The nearest grocery store or hardware store is over 5 miles away. The nearest park for children to play is McAuliffe Park over 2.5 miles away. Current trail access to Baird Creek Parkway also about 2 miles away. The current neighborhood is disconnected from all shopping and open space. The Woods Golf Course is located directly west of the Development and both Aurora Baycare Hospital and the VA Hospital are located within 4 miles of the site.

TOPOGRAPHY AND CONDITIONS

The topography of Grandview Place is relatively level with gently rolling hills. According to Whitson, A.R. (Andrew R.), 1870-1945.; Geib, W.J. (Warren Jacob), b. 1880.; Edwards, M.J.; Whitson, M.B.; Born, C.E.; Bandoli, Harold / *Soil survey of Brown County, Wisconsin* [Bulletin No. 62A] ([1933]) The soils of Brown County are classed in the broad group of soils of the United States known as the gray-brown podzolic soils. Most of the soils of the county are podzolic, and a few small spots of sandy soil in the northwestern part of the county are true podzols. The soils mapped are characteristic of soils developed in a cool humid climate with a moderate rainfall. The predominating soils are developed under forest cover from highly calcareous material. The county lies within the physiographic division covered by the late Wisconsin glaciation. The relief is largely that of a gently rolling till plain. The parent material from which the soils are derived consists largely of glacial debris deposited at a very recent glacial period. Even the most mature soils of the county are so young that the calcium carbonate has been leached to a depth of only about 2 feet in the heavier soil materials. The difference in-the parent materials of the soils has had an unusually strong influence on the development of different soil profiles within the county. Soil profiles that are strikingly similar in the A horizons have been developed on the different well-drained soils, although they are derived from a variety of parent materials.

The South Branch of Baird Creek borders the property on the Southeast corner. There are a few low pockets noted on the "*Site Natural Resources Inventory Map*" as low. These sites are probable wetlands and therefore more ideally used as green space. The Northeast and Northwest areas offer small pockets of wooded area. These areas are also ideally used as parkland or green space and incorporated into the future trail system.

The soil is made up of mainly reddish-brown in color. The dominant soil is loamy or clayey with a silt loam surface, with moderately slow permeability, and high available water capacity. The clay soil makes this property ideal for development with full basements below the frost line.

SITE NATURAL RESOURCES INVENTORY MAP, exhibit B

Attached please find the site Natural Resources Inventory Map

SITE TOPOGRAPHY MAP, exhibit C

Attached please find a site topography map, Exhibit B indicating the gently rolling terrain.

V

SITE ANALYSIS

Several features including the South Branch of Baird Creek can identify the boundaries of Grandview Place. Power lines run from East to West on the North end of the site. The property is located approximately 2 miles East of I43, 3 miles North of Hwy 29 and 3 miles South of Hwy 54/57 offering easy highway access to a majority of the area's highways. Just South and Southwest of the property near I43 you'll find the City's Business Park, nearly full and looking to expand Eastward. If the business park would "officially" extend eastward Grandview Place's residents would greatly expend their "walk to work" ability. Just north of the property you'll find a few home sites on acreage served with well and septic and a large farm run by DaRan Dairy. The North the City's School Site is also gently rolling. The majority of the property to the East of the property is undeveloped and currently farmed through the City limits of Green Bay and beyond into the Town of Humboldt. Directly West of the Site you'll find "The Woods" Golf Course, an 18-hole golf course open to the public for residents to enjoy.

EXISTING ZONING AND LAND USE

The current zoning of the property is residential. A large majority of the property is presently farmed. Green Bay as a whole is nearly 75% developed, yet 75% of the land East of I43 is undeveloped and underserved. Nearly all Green Bay's future growth (non re-development) will be on the East side of town as the West Side is bordered by existing incorporated municipalities including the Oneida Tribe of Indians.

TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) CONCEPTS

Recently, Traditional Neighborhood Development (TND) has been used as an alternative model for suburban development in some communities. Some have related the TND as a growth management tool because if the suburbs were built as concentrated towns instead of as urban sprawl, there would be less traffic congestion and smaller losses of lands.

Traditional neighborhoods pursue the following social objectives:

- Bring most of the activities of daily living, including dwelling, shopping and working within walking distance, the elderly and the young gain independence of movement.
- Reducing the number and length of automobile trips, traffic congestion is minimized and necessary road construction is limited.
- Provide appropriate building densities.
- Provide defined public spaces such as streets, sidewalks and parks citizens come to know each other and to watch over their collective security.
- Provide a full range of housing types and workplaces, age and economic class are integrated and the bonds of an authentic community are formed.
- Integrate the various functions of daily life within units (neighborhoods) of appropriate scale, meaningful involvement in local decision-making is facilitated.

Traditional neighborhoods also share the following conventions:

- The neighborhood is physically understood and limited in size.
- Residences, shops, workplaces, and civic buildings are located in the neighborhood, all in close proximity.
- A hierarchy of streets serve equitably the needs of the pedestrian and the automobile.
- Physically defined squares and parks provide places for informal social activity and recreation. Private buildings form a disciplined edge, delineating the public street space and the block interior with its private yards and gardens.

Traditional neighborhoods have been developed in the United States since colonial times and until the 1940s, the approximate time before the intensive use of the automobile and the advent of the interstate highway system. A typical New England town, with its grid pattern and main streets and its tree lined sidewalks and public squares, typifies a TND. In traditional neighborhoods, the streets are intended to accommodate internal circulation within the neighborhood rather than providing access to few individual lots. Thus, the street system is designed on a traditional grid pattern, which promotes and provides circulation among all uses within the neighborhood, as opposed to the curvilinear or loop streets and cul-de-sacs in suburban developments. Also, the streets are intended to be in scale with the abutting buildings and should not become barriers to pedestrian movement. In some commercial districts, on-street parking is encouraged rather than discouraged, and the commercial buildings are located close to the street lot line. On-street parking also serves as a buffer between pedestrians and vehicular traffic.

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GRANDVIEW PLACE DEVELOPMENT PLAN

The initial development proposal for GRANDVIEW PLACE is similar to PUD (Planned unit developments) used in the past. The predominant land use was residential, with a mixture of housing types and housing densities. A neighborhood shopping center was proposed in the center to be easily accessed by the neighborhood. No large employment areas were suggested under this proposal; however, the I43 Business Park is in close proximity and poised to be expanded. The Plan proposes commercial areas, including some office uses as employment areas, a community shopping center instead of a neighborhood center, and some mixed uses, which could include residences together with retail or office uses. The perimeter of the TND boundary was transitioned by residential as much as possible. Within the TND the main commercial corridor was identified as Grandview Road and Copper Falls Way. The center was denoted as commercial with less intense uses as you transition away. The multifamily and majority of medium density were located to the North of the project to be close to the Park Property and future school site.

OBJECTIVES AND POLICIES FOR THE GRANDVIEW PLACE

Land Use Objectives and Policies

Objectives

1. Physically arrange land use activities in compact, efficient and functional districts to permit energy-efficient, convenient movement between residential, shopping and recreation areas.
2. Bring most of the needs of daily living within walking distance.
3. Maintain economically viable neighborhood commercial districts as a source of local employment, a focus of neighborhood activity, and a centralized convenience shopping and service center for residents of the surrounding area.

Policies

1. Plan commercial areas so that they are relatively compact and are properly located to serve the appropriate neighborhood, community, or regional market.
2. Design neighborhoods to minimize the need for the automobile for access to shopping, school and recreational facilities.
3. Locate dwellings, shops and workplaces, all limited in size, in close proximity to each other.

Housing Objectives and Policies

Objectives

1. Provide a full range of housing types.
2. Create and maintain adequate opportunities for people of all ages in most residential neighborhoods.

Policies

Locate multiple-unit housing on the basis of the site's potential for providing a safe, attractive and convenient living environment for apartment dwellers.

Transportation Objectives

Objectives

Create a flexible transportation system that provides several alternative modes of travel to most destinations within the immediate neighborhood and City and which minimizes conflicts among different forms of transportation, such as pedestrians, bicycles and automobiles.

Park and Open Space Objectives and Policies

Objectives

1. Provide adequate and accessible park, recreation, and open space facilities for the enjoyment and use of all segments of the City's population.
2. Take advantage of the City's natural resources.

3. Provide circulation opportunities to allow people to traverse throughout the neighborhood.

Policies

1. Scale the type of recreation and open space facilities to the needs of the population (both present and future) in the service area.
2. Place more emphasis than presently exists on developing passive and active recreation areas in parks where appropriate.
3. Use natural open space as a framework for enhancing other land uses, linking parks and open spaces to the maximum extent possible.
4. Maximize the use of a greenway system to provide open space and recreation areas as well as to allow for infiltration and to carry storm water.

TND CONCEPT FOR GRANDVIEW PLACE

The Grandview Place Plan designates certain areas for living, shopping and working, all in relative close proximity to each other (see exhibit D). It also provides areas for civic functions and for recreation. The larger green space areas are centrally located within the neighborhood or amongst residences.

Grandview Road was identified at the North/South collector street due to the location of the future school site. Copper Falls Way was identified as the East/West Collector due to the limitation of the natural geography with consideration given to the South Branch of Baird Creek and Power lines. The center of the neighborhood was identified as the intersection of Grandview Road and Copper Falls Way. The highest use, Commercial was place in the center and as one moves away from commercial the density of housing reduces. Adjustments were made to the original plan to buffer existing residential with the commercial areas as much as possible. While determining placement of larger multi-family areas proximity to both the park and commercial areas were weighted heavily, thus the majority are located on the North end of Grandview Place, near the large park. Residential areas are located adjacent to the employment and shopping areas to afford more people to walk to work or to shop. Mixed-use areas are also provided to insure more residences to be located in close proximity to the employment and shopping areas. Development would occur in phases starting near the locations of sewer and water and extending outwards from there. The developer will look to sell off large parcels, use specific to project developers for particular uses.

Below please find a table of land uses for Grandview Place Development

Total Development	Acreage	Percent
	263	100.00%
R-1	132.7	50.39%
Med Density	18.67	7.09%
Multi-Family	38.74	14.71%
Senior Living	11.57	4.27%
Commercial	11.57	4.39%
Green Space	50.46	19.16%

2012 Persons per household from US Census Bureau= 2.61
The location and distribution of the different types of land uses also conform to the TND concept. The office and retail areas are centrally located.

Residential Uses
About 151 acres (or 57%) are proposed for residential use of low to medium density. Of this total, approximately 132 acres or about 50 percent are proposed for low density, single family detached residential, and the remaining 19 acres or approximately 7 percent (of overall development) for medium density residential of attached housing. Low density residential use (primarily single-family homes) would approximate about 3 dwelling units per acre, while medium density residential would approximate about 5 units per acre. Low density residential areas should generate a total of approximately 390 homes, while the medium density residential areas about 93 units.

Multifamily is designated in three separate parcels and is comprise approximately 39 acres for all three parcels or 14.71 percent of the project. Multifamily units shall have a maximum density of 12 units per acre. This average of units per acre this would result in approximately 465 units.

The Senior living component of the project is separated into two parcels consisting of a total of approximately 11.57 acres or 4 percent of the project.

The residential uses are mixed throughout the development. The residential areas are intended to provide a variety of housing types and price points from rental to owned located throughout much of the neighborhood. The Grandview Development plan will allow for a consistent, welcoming feel throughout the neighborhood.

Commercial Uses
Four commercial parcels are identified at the corner of Grandview and Copper Falls Way comprise the "Town Square" feel. The commercial area totals 11.57 acres or 4.39 percent. The ideal uses could include offices, retail and service, and also residential uses ideal for supporting the neighborhood and future Green Bay Public School Site.

Park and Open Space
The park and open space areas include an area park, a neighborhood park, greenways, and storm water detention areas. A 22.8 acre Neighborhood park to serve the Neighborhood and surrounding area is proposed on mostly level grounds on the North-Center end of the property. A two smaller parks will also be incorporated. The first area located along the South Branch of Baird Creek. This area will also allow for vehicular access the Parkway. The second area is to be located on the East side of Grandview Road near the retention pond of approximately 1.2 Acres. Park areas are ideal for neighbors to gather and for kids to play. Neighborhood open areas and greenways in the form of walkways are proposed adjacent to the storm water detention areas. Area and neighborhood open spaces are connected with a series of walking trails. Ideally, in the future, the park and trails associated with the South Branch of Baird Creek will be connected with the City's larger trail system including Baird Creek and East River Trails.

Walking trails provided in and throughout Grandview Place invite residents traverse throughout the neighborhood promoting healthy lifestyles. Storm water detention areas are designated in several locations and also along drainage ways. Storm water detention areas shall be dedicated to the City of Green Bay prior upon recording of Grandview Place.

RECOMMENDED TRANSPORTATION FACILITIES

To provide for both external and internal circulation within the neighborhood and collector streets are designated on the neighborhood development plan.

Collector Streets

Two collector streets are proposed within Grandview Place. Grandview Road will serve as a north-south collector, linking the school and park property with County Road V, the main through-fair to I43. Copper Falls Way will be an east-west collector providing circulation from within the neighborhood to Grandview and Erie Roads. Sidewalks shall be provided on both sides of the street for the majority of the neighborhood. Areas with lower density or an adjacent pedestrian trail would have sidewalks on one side of the street. For those lots, which have sidewalks, they would be required for occupancy of the premises with the exception of winter construction. Green space noted though out the plan shall be dedicated to the City of Green Bay.

Interior Circulation

A variety of internal streets are proposed in a grid like pattern. The majority of the roads run East-West ideal for Solar Passive design of residential homes. Optimal solar passive design allows for large south facing glass on the home to catch the suns low winter rays and warm the home. Overhangs in the summer shade windows to prevent overheating. Designing road pattern that allow for solar passive design incorporates a "green" component to development.

ATTACHED PLEASE FIND EXHIBIT F, THE CIRCULATION PLAN OF GRANDVIEW PLACE

RECOMMENDED CONCEPTUAL DEVELOPMENT PLAN

The recommended Land Use Plan for the GRANDVIEW PLACE incorporates many TND concepts, especially in terms of the allocation, distribution and location of the different land uses. TND concepts can also be implemented through a conceptual development plan together with design standards for both buildings and site development. The following is a discussion of the conceptual development plan for the GRANDVIEW PLACE, including the design standards for each of the designated land uses for the area.

Low Density Single-family Dwellings

Single-Family Dwellings to maintain the TND concept, the streets in the single-family areas are generally shown in a grid pattern. Also, to provide an ideal site for solar access and solar passive design, the streets are mainly oriented in an east-west direction. Single-family dwellings are shown in a mix of both detached in low density or attached in medium density. Single family building dwellings shall contain the following covenants as described as the "Grandview Place Building Style"

- Buildings would be limited to a maximum of 2 ½ stories
- Low density units shall have a minimum above grade SF of 1000 SF.
- Medium density units shall have a minimum above grade SF of 900 SF
- There shall be no flat roofs
- Building materials shall not include the following:
  - Steel Siding
- Steel roofing is permitted
- Building colors should be harmonious and consistent with the area.
- Grandview Place Housing Style shall be described a comfortable and welcoming with an assortment of housing facades to provide variety with conformity for the subdivision the list of housing types shall include but not be limited to: Craftsman, Bungalow, Classic, Traditional, Cottage, Country, Farmhouse, Southern and Ranch. All single family detached homes shall have a covered front porch. The following styles are viewed not to conform: Modern, Contemporary, Mediterranean, Log, Southwestern.
- There are 7 low-density lots noted duplex on corners. These seven units shall conform to the single-family standards for size and materials. In addition each unit shall face a different road

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Multiple-Family Dwellings

All types of multiple-family dwellings are encouraged, including apartments and townhouses or row-houses. The zoning requirements of the R3 Residence District could apply, except in the case of row-houses or townhouses, where no side yards are required except at the ends of buildings.

The following include the design standards for all multiple-family dwellings:

- Architectural design, including style and motif, should be consistent and compatible with adjacent developments. Colors, material, texture, roofline, and window openings of buildings should complement or be compatible with adjacent buildings
- Landscape design should be consistent and compatible with adjacent developments
- Building materials on the exterior shall not include:
    - Steel Siding
- Steel roofs shall be permitted

Population Increase

The population of our area is growing. According to David Egan-Robertson of the UW-Madison Applied Population Laboratory Brown County is slated to grow by 25.9% from 2010-2040.

Grandview Place will add approximately 959 (non-senior living) dwelling units to the East side of Green Bay to meet this future need. Applying the US Census bureau 2012 estimate of 2.61 persons per dwelling units would result in an approximate addition of approximately 2474 persons. The size and mix of both population and housing type of Grandview Place is similar to the property located in an area between I43/East Mason/Huron Road and Sitka Street. The benefit of zoning on a larger scale with the TND is promoting consistency on a larger scale. The goal of Grandview place is to provide thoughtful design to overall layout of the area meeting the overall future housing needs of the community as a whole.

Community Retail/Office

A community shopping center is proposed at the community center along Grandview Road. The following Community Commercial standards shall be required:

- Buildings should be restricted to no more than three stories.
- Individual buildings per use shall be encouraged, yet not required.
- No building single use tenant space shall exceed 10,000 SF.
- The color, material, texture, roofline and window opening of the buildings should be compatible with the adjacent buildings.
- A variety of architectural features and building materials are encouraged to give each building or group of buildings a distinct character.
- Buildings that face the road shall have a minimum of two variations in building material types
- The architectural features, materials and the articulation of a façade of a building shall be continued on all sides visible from a public street.
- The primary front façade shall not be orientated to face directly toward a parking lot
- A minimum of 50% of the front façade on the ground floor shall be transparent, consisting of window or door openings allowing for view.
- New structures, other and bordering civic uses, shall follow similar design guidelines as the opposite side of the same street.
- Building materials shall not include the following:
    - Steel Siding
    - Stucco/Dryvit
    - Hardboard

Public Streets

The streets within this neighborhood will be either a local street or a collector street. The local street, which is common to all new subdivisions, will have a right-of-way width of 60-feet and a 32-foot wide pavement providing for two traffic lanes and a parking lane. The collector street will be Grandview Road and Copper Falls Way.

The creative use of street trees and street signage would aid in identifying different areas within the neighborhood and also instilling a feeling of identity. The larger specimen trees with similar shapes should be planted on Grandview and Copper Falls Way to create a formal appearance to the major approaches into this neighborhood. However, smaller specimen trees with similar shapes should be planted in the convenience center and mixed-use areas. Different types of specimen trees could be planted in the residential areas. Trees selected shall be native trees from Wisconsin. For a detailed list visit the UW Extension website for a list of native Wisconsin trees. Cottonwood trees shall be prohibited.

The City currently has several types of street lighting standards. One type of standard could be used for the residential areas, another type for the convenience center and mixed-use areas.

Property Phasing and Construction

The City of Green Bay anticipated development for this area and brought sewer to the property in approximately 2010. The original developer would look to subdivide by use, smaller parcels with common restrictions providing variety with consistency with regards the overall look of the development. They Development would begin where utilities exist and extend outward from there.

Please see Exhibit F attached as the phasing plan.

The timing of development is much more difficult to determine. The overall broader economy and local housing market will determine the pass. By providing a product which people demand, in terms of mix and size one should see things progress over a number of years.

Tax Base

Increased tax levy can be key to balancing the expenditures of a growing city. When fully built, Grandview Place Estates could potentially add roughly $176 million to the tax base for the City of Green Bay. Anticipated detached single-family homes would likely list between $170,000-275,000, with an average of $200,000 per dwelling for a total of over $78 million in added tax base. Medium density housing would likely list between $110,000-$200,000 with an average sale price of $140,000 and approximated added tax base of over $13 million. Multi-family units would add value of approximately $80,000 per unit with an approximate tax base increase of $37 million. Due to the considerable investment into long-term care, Senior Care sites would have the greatest impact on the tax levy. The approximate value added for 11.24 acres would have the potential to add $30 million in tax levy for the two sites. Commercial tax base will vary with the end user and the extent of each tenant's build out. We have approximated 18 buildings and applied a $1 million value per building. Commercial is anticipated to add approximately $18 million to the tax base. With a mill rate of 23, annual revenue once fully built should exceed $4 million annually. Over a five-year time frame received revenues are anticipated at over $20 million. The table below provides a breakdown of tax base and estimated tax revenue.

Total Dev	Acreage	Percent	Units/Acre	Units	People Per Unit	Avg Cost	Tax Base added	Annual Revenue
	263.36	100.00%			2.61			0.023
R-1	132.7	50.39%	3	390	1018	$200,000	$78,000,000	$1,794,000
Med Density	18.67	7.09%	5	93	243	$140,000	$13,020,000	$299,460
Multi-Family	38.74	14.71%	12	465	1213	$80,000	$37,190,400	$855,379
Senior Living	11.24	4.27%					$30,000,000.00	$690,000
Commercial	11.57	4.39%	1	12			$18,000,000.00	$414,000
Green Space	50.46	19.16%						
TOTAL				959	2474		$176,210,400	$4,052,839

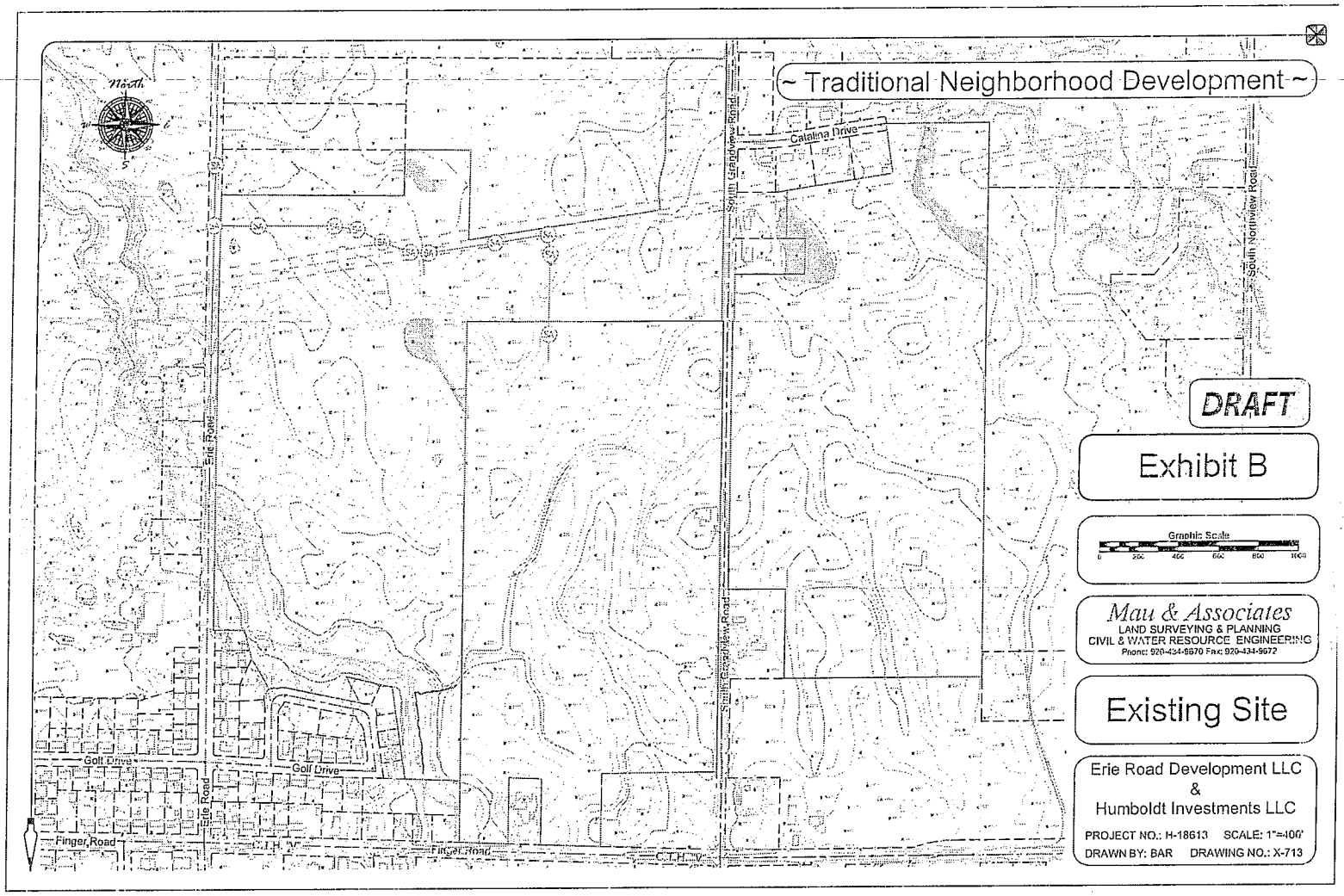
SUMMARY

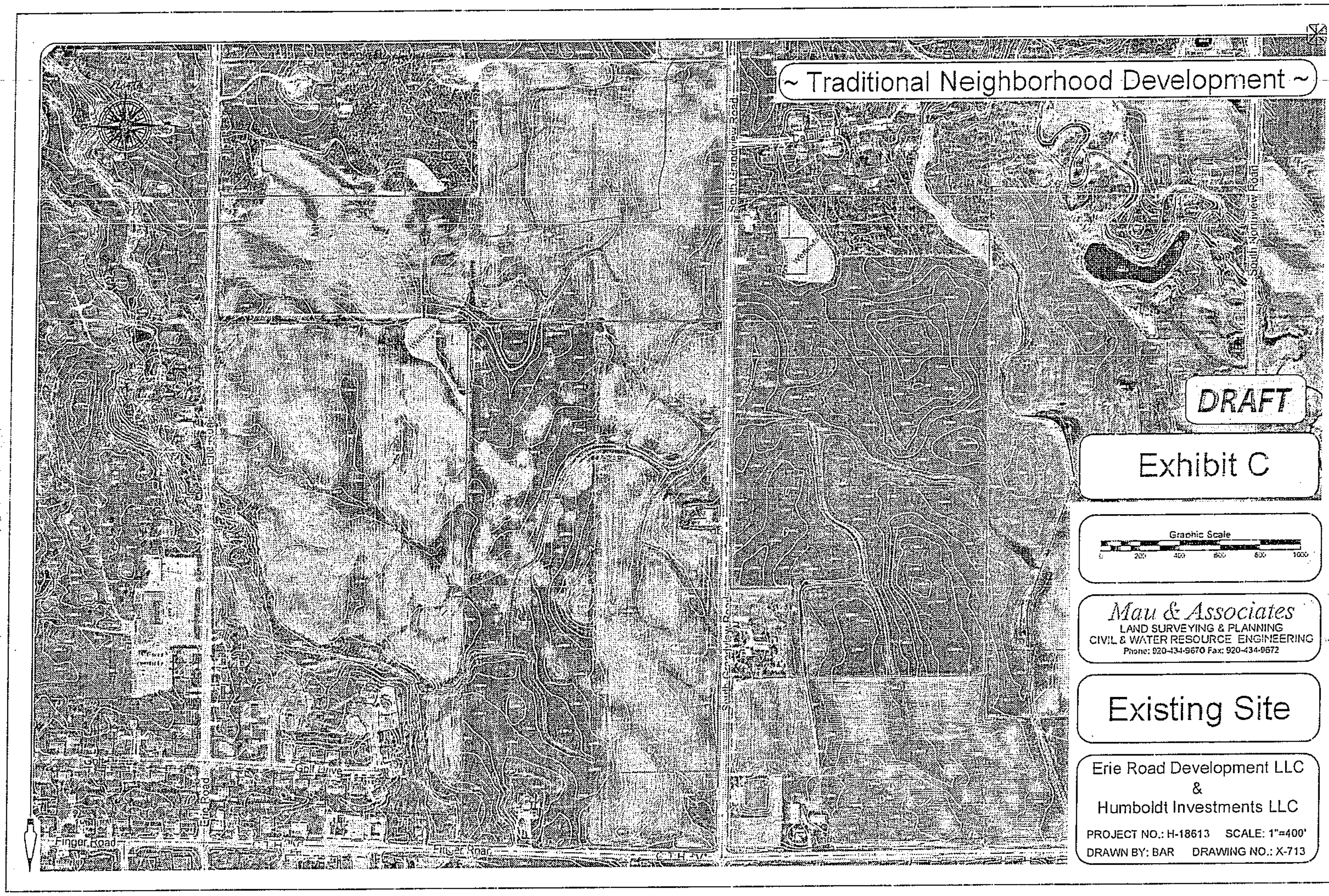
Brown County is a growing county projected to reach a population peak in 2040 with an increase population from 2010-1040 of 25.9% according to David Egan-Robertson of the UW-Madison Applied Population Laboratory. The challenge of local governments among other things will be to provide the necessary housing and services to meet this growth. As mandated by the State the City developed a Smart Growth plan in the early 2000's. The plan adopted in and around 2003 designated this property Traditional Neighborhood Development or TND that calls for a mix of zoning types.

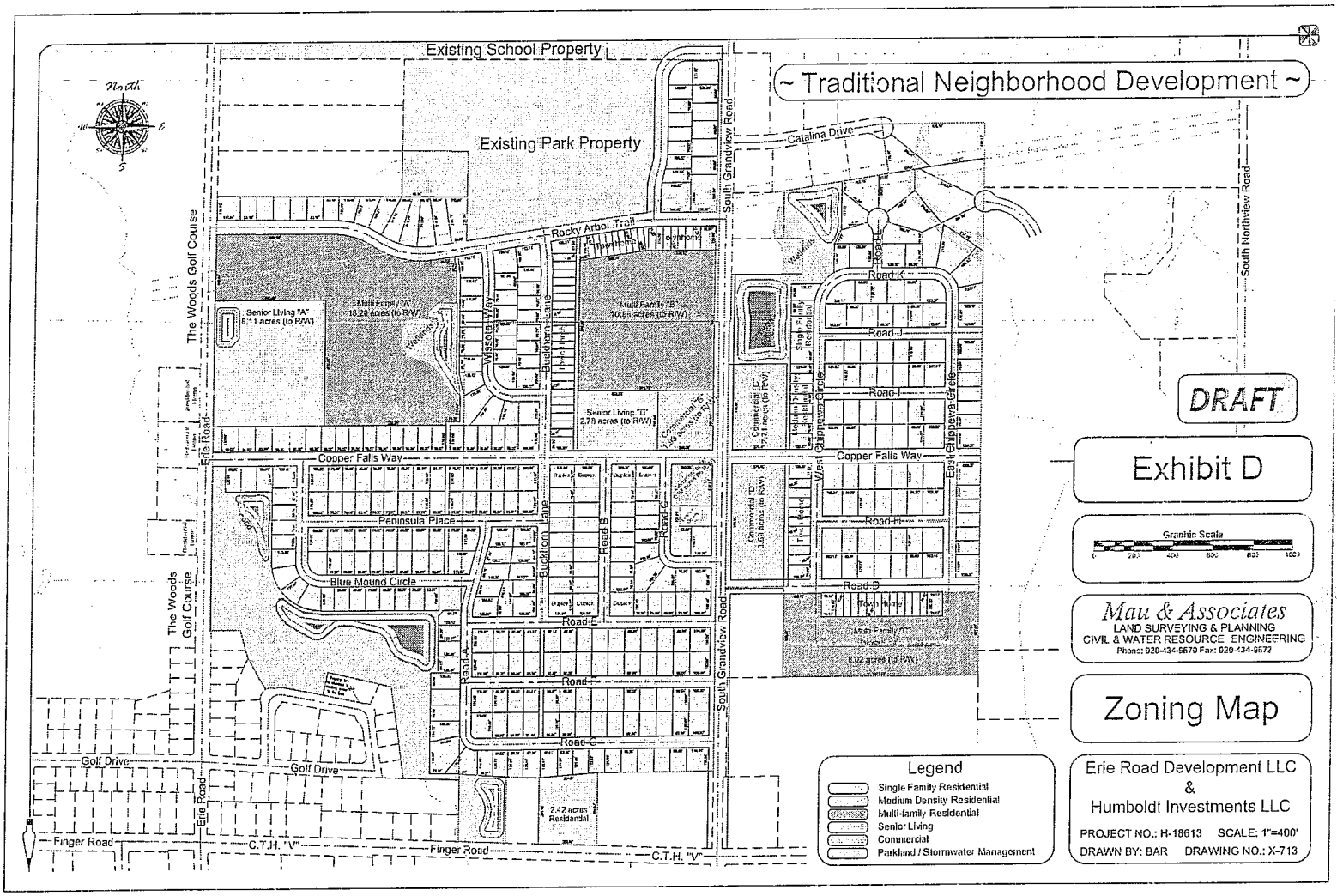
The Grandview Place Plan is the result of two years of planning and research in every aspect of development plan. The TND concept and layout was based upon the guidance and recommendations of City planning staff following TND City Ordinances as best as possible. The developer researched the TND concept, demographics and future population growth projections as well as current market inventory. Based upon the demographics which include an aging population and other housing trends found, the developer determined an optimal mix of uses to meet the future housing needs for the East side of Green Bay.

Grandview Place has provided a vision for a traditional neighborhood that has been carefully designed to allow for a mix of uses and housing styles to accommodate households of all ages and sizes to meet the demands of our changing demographics as Green Bay continues to grow. Grandview Place has taken inventory of the natural features within its boundary and provided access to those within Grandview Place promoting a walk able community to bring people and families together. Grandview Place will bring services to a presently under-served area of the City and provide housing to complement future growth in the area including the future Green Bay School Site and likely extension of the I43 Business Park. The growth of Grandview Place will mostly depend on the economy and growth of the overall housing market for the area. Grandview Place has the capacity to provide approximately 1000 housing units and add over $176 Million to the tax base potentially providing over $4 Million annually to the City.

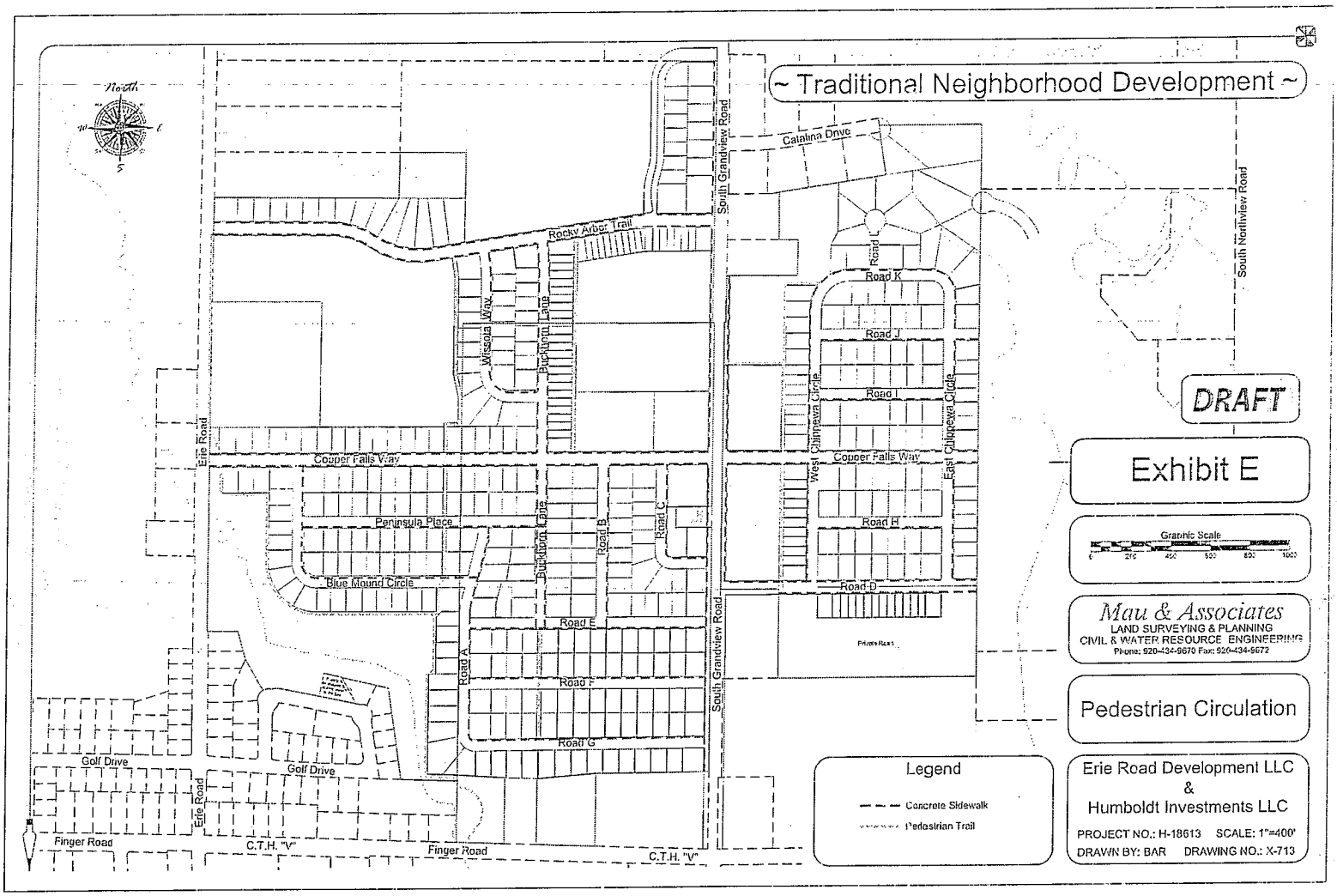
The Grandview Development Plan has been revised multiple times. The Plan was significantly revised after the neighborhood meeting and again after the initial Plan Commission meeting. Each time neighbor's questions and concerns were addressed to the best ability possible given the natural confines of the property, preserving the overall goals of TND Development. Overall, density has been reduced significantly twice and adjacent existing property owners have been buffered primarily with residential zoning.

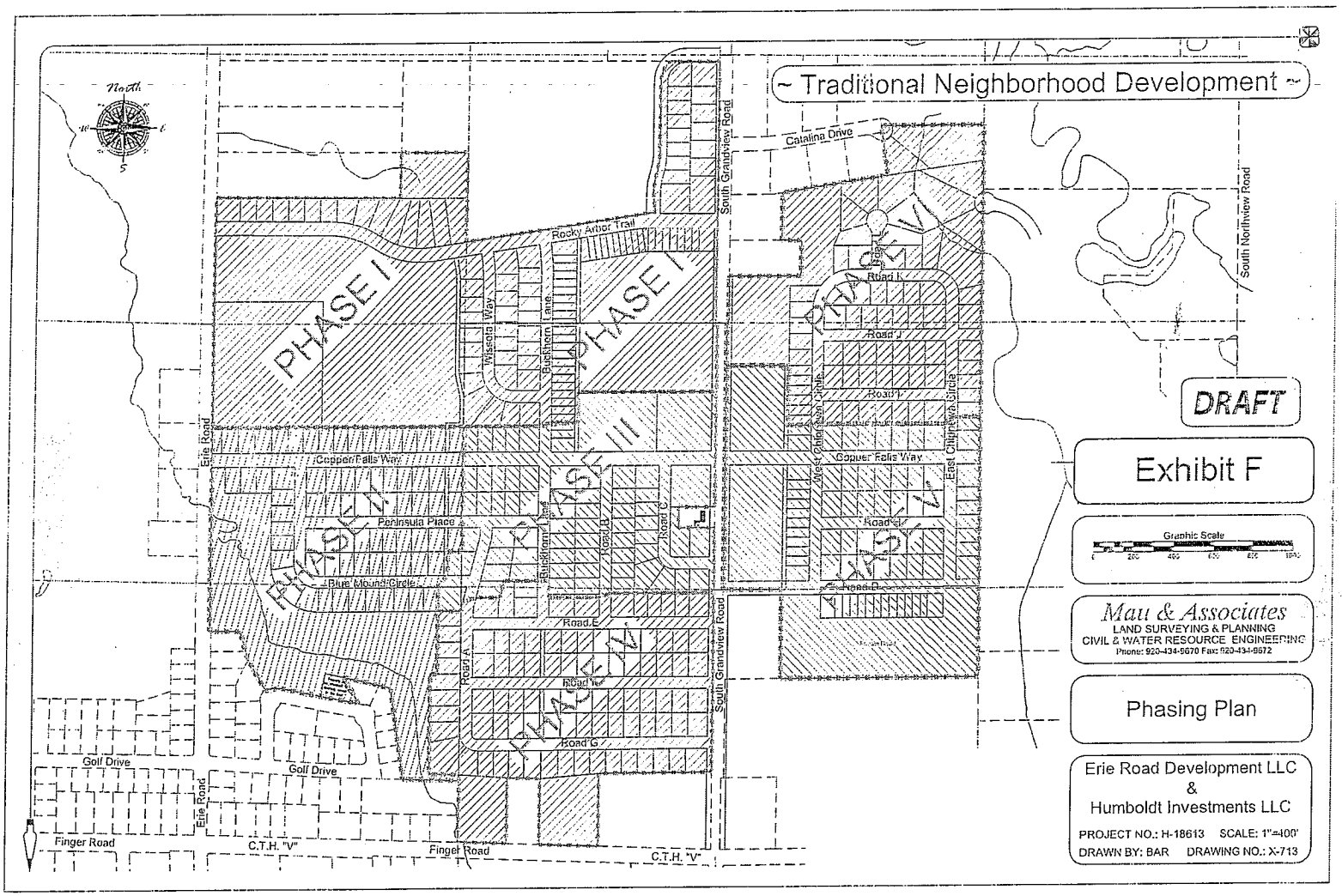

~ Traditional Neighborhood Development ~
North
Catalina Drive
South Grandview Road
South Northview Road
Erie Road
Golf Drive
Finger Road
C.T.H. "V"
DRAFT
Exhibit B
Graphic Scale
0 200 400 600 800 1000
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-6670 Fax: 920-434-6672
Existing Site
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=400'
DRAWN BY: BAR DRAWING NO.: X-713


~ Traditional Neighborhood Development ~
DRAFT
Exhibit C
Graphic Scale
0
200
400
600
800
1000
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
Existing Site
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613
SCALE: 1"=400'
DRAWN BY: BAR
DRAWING NO.: X-713
South Northview Road
Erie Road
Golf Drive
Finger Road


~ Traditional Neighborhood Development ~
Existing School Property
Existing Park Property
North
Catalina Drive
South Grandview Road
South Northview Road
Rocky Arbor Trail
The Woods Golf Course
Senior Living "A"
Multi Family "A"
Multi Family "B"
Senior Living "D"
Wissota Way
Buckhorn Lane
Road K
Road J
Road I
Road H
Road D
Road E
Road F
Road G
Copper Falls Way
Peninsula Place
Blue Mound Circle
Erie Road
West Chippewa Circle
East Chippewa Circle
Golf Drive
Finger Road
C.T.H. "V"
2.42 acres Residential
DRAFT
Exhibit D
Graphic Scale
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-5670 Fax: 920-434-5672
Zoning Map
Legend
Single Family Residential
Medium Density Residential
Multi-family Residential
Senior Living
Commercial
Parkland / Stormwater Management
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=400'
DRAWN BY: BAR DRAWING NO.: X-713

KK

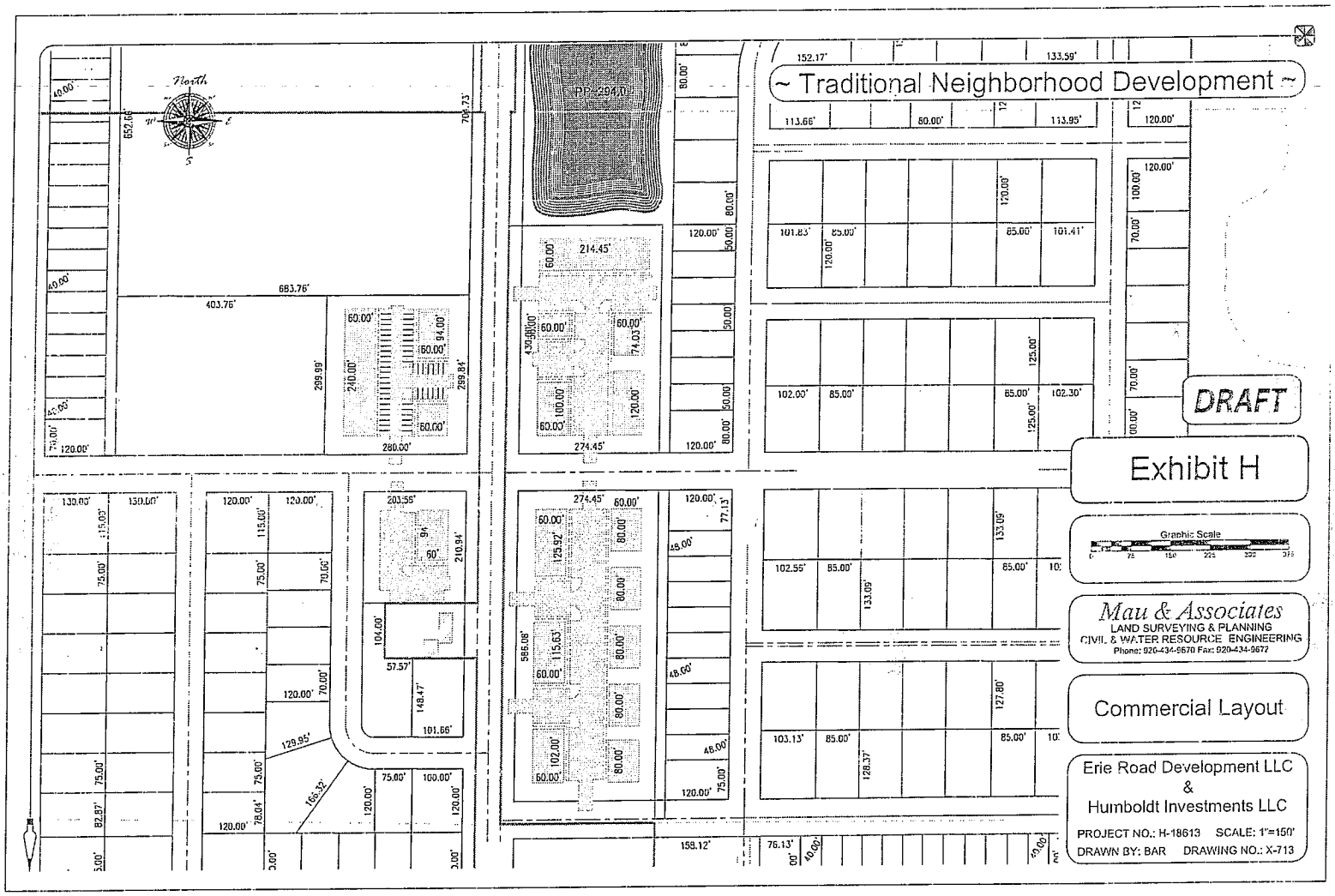

~ Traditional Neighborhood Development ~
North
Catalina Drive
South Grandview Road
South Northview Road
Rocky Arbor Trail
Wisopia Way
Buckhorn Lane
Road L
Road K
Road J
Road I
Road H
Road D
Road E
Road F
Road G
Road A
Road B
Road C
West Chippewa Circle
East Chippewa Circle
Copper Falls Way
Peninsula Place
Blue Mound Circle
Erie Road
Golf Drive
Finger Road
C.T.H. "V"
Private Road
DRAFT
Exhibit E
Graphic Scale
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
Pedestrian Circulation
Legend
Concrete Sidewalk
Pedestrian Trail
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=400'
DRAWN BY: BAR DRAWING NO.: X-713

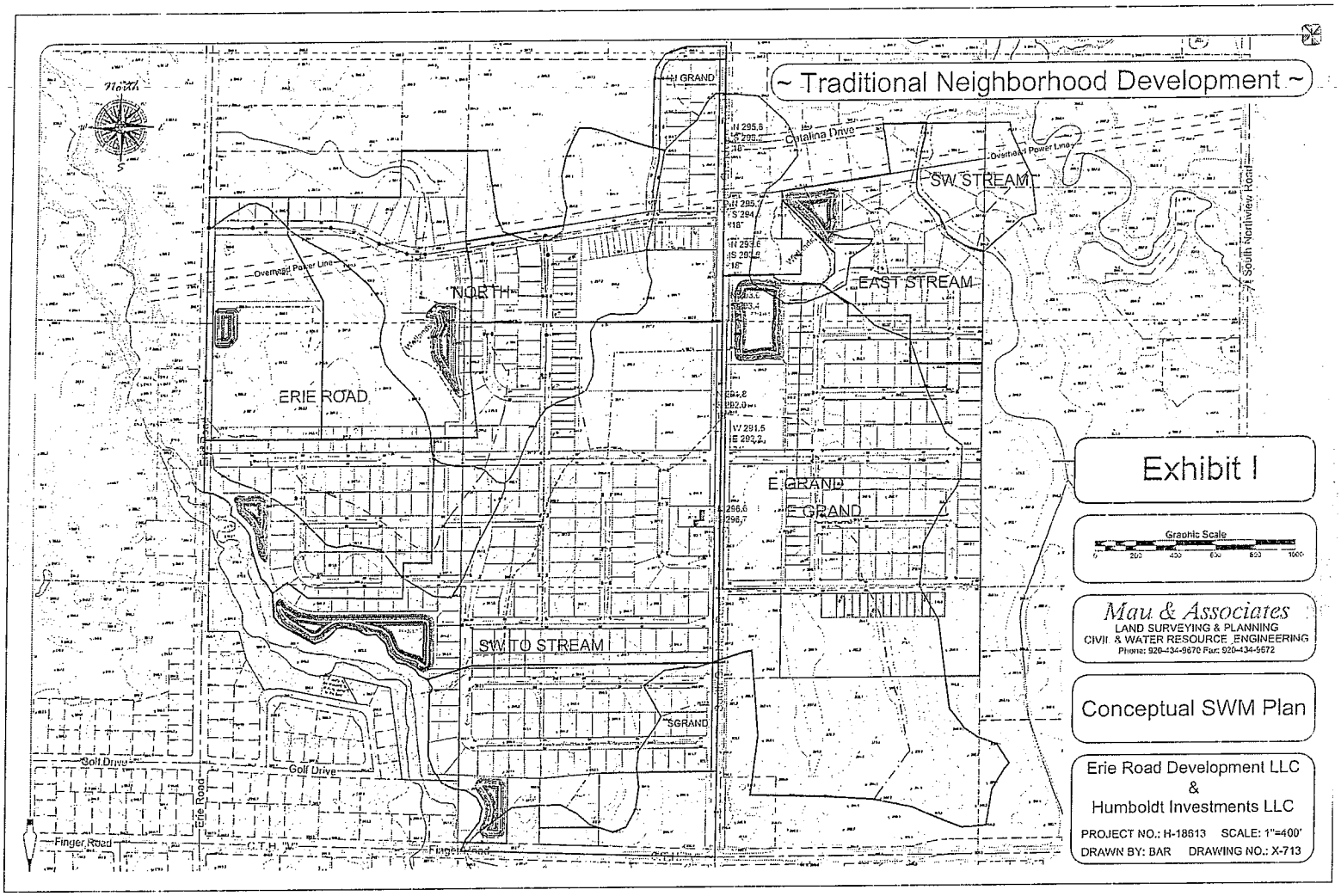

~ Traditional Neighborhood Development ~
North
Catalina Drive
South Grandview Road
South Northview Road
Rocky Arbor Trail
PHASE I
PHASE I
PHASE II
PHASE III
PHASE IV
PHASE V
PHASE VI
Wissota Way
Buckhorn Lane
Road I
Road J
Road I
Copper Falls Way
Copper Falls Way
West Chippewa Circle
East Chippewa Circle
Erie Road
Peninsula Place
Blue Mound Circle
Road B
Road C
Road D
Road E
Road A
Road F
Road G
Golf Drive
Golf Drive
Erie Road
Finger Road
C.T.H. "V"
Finger Road
C.T.H. "V"
DRAFT
Exhibit F
Graphic Scale
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
Phasing Plan
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=400'
DRAWN BY: BAR DRAWING NO.: X-713

MM

~ Traditional Neighborhood Development ~
Multi Family "A"
18.20 acres (to R/W
Senior Living "A"
8.11 acres (to R/W)
560.22'
630.00'
215.07'
The Woods
Residential Home
DRAFT
Exhibit G
Graphic Scale
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
Senior Living Layout
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=80'
DRAWN BY: BAR DRAWING NO.: X-713

11 A


~ Traditional Neighborhood Development ~
DRAFT
Exhibit H
Graphic Scale
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672
Commercial Layout
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=150'
DRAWN BY: BAR DRAWING NO.: X-713
North
PP-294.0


~ Traditional Neighborhood Development ~
North
GRAND
Catalina Drive
Overhead Power Lines
SW STREAM
EAST STREAM
NORTH
ERIE ROAD
E GRAND
E GRAND
SW TO STREAM
SGRAND
Golf Drive
Golf Drive
Erie Road
Finger Road
C.T.H. "W"
Finger Road
South Northview Road
Exhibit I
Graphic Scale
0 200 400 600 800 1000
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-5672
Conceptual SWM Plan
Erie Road Development LLC
&
Humboldt Investments LLC
PROJECT NO.: H-18613 SCALE: 1"=400'
DRAWN BY: BAR DRAWING NO.: X-713

PP

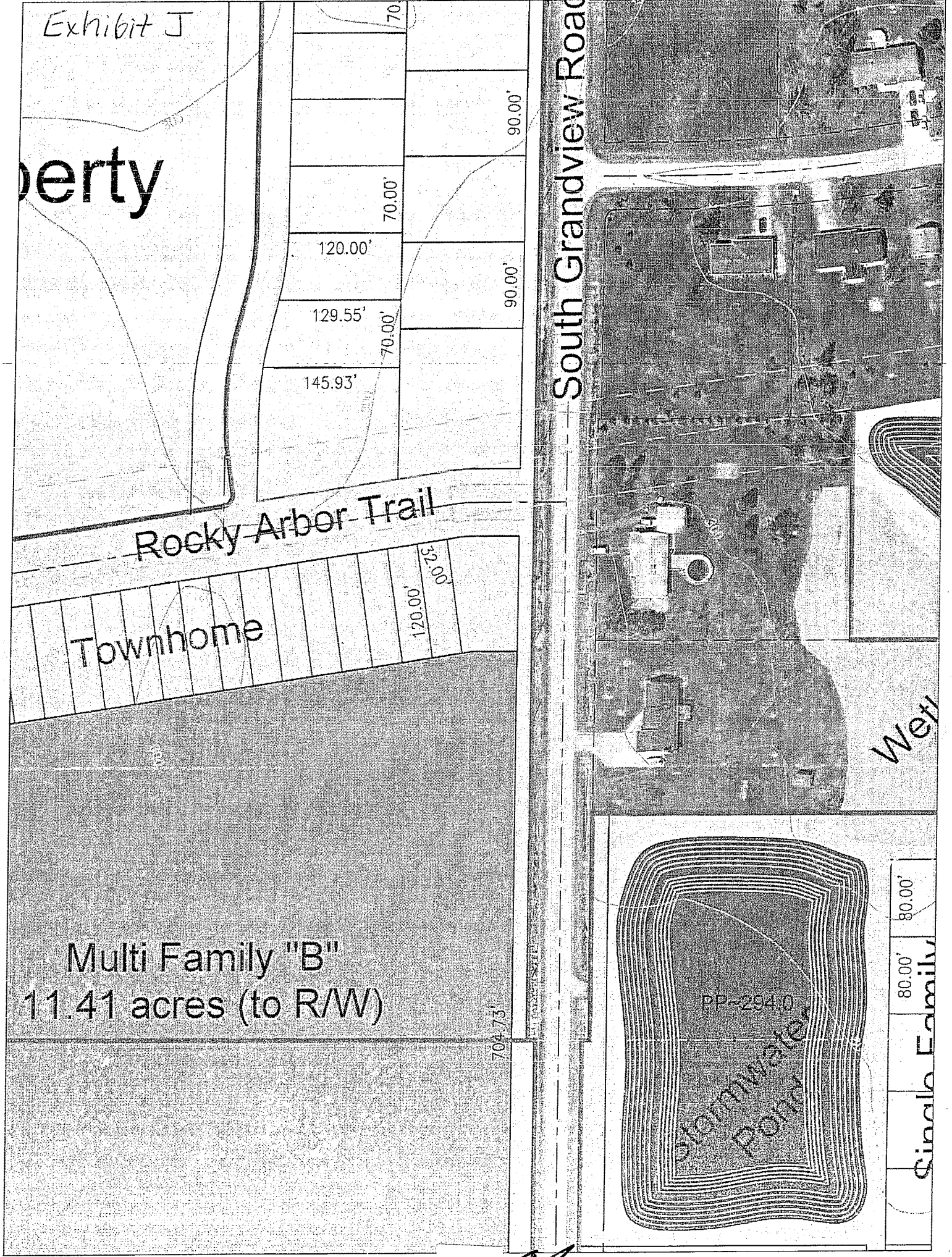


Exhibit J
perty
South Grandview Road
Rocky Arbor Trail
Townhome
Multi Family "B"
11.41 acres (to R/W)
120.00'
129.55'
145.93'
70.00'
90.00'
32.00'
704.73'
PP-294.0
80.00'
Single Family