



AGENDA OF THE COMMON COUNCIL

TUESDAY, APRIL 21, 2015, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the April 8, 2015, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

RECOGNITION

Recognition of Dr. Baisakhi Bandyopadhyay, visiting scholar from India.

NEW APPOINTMENTS BY THE MAYOR

ECONOMIC DEVELOPMENT AUTHORITY

Mark Becker

Eric Genrich

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

Regarding Item #5, the Committee may convene in closed session pursuant to Section 19.85(1)(d), Wis. Stats., for the purpose of considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

9. Report of the Protection & Welfare Committee granting Operator Licenses.

RECEIVE & PLACE ON FILE

Check Reconciliation Register for March, 2015.
Municipal Court for March, 2015.

RESOLUTIONS

10. Resolution approving all necessary documents for the transfer of the Watermark Property.
- 10-I. Resolution authorizing refund of real estate taxes.
11. Resolution approving hold harmless agreement by Military Avenue Business Association for medians in Military Avenue.

12. Resolution approving hold harmless agreement by KS Energy Services for City of Green Bay sewer system access.
13. Resolution approving air rights easement at southwest corner of N. Adams Street and Northland Avenue right-of-way.
14. Resolution approving air rights easement on south side of Weise Street between Leo Frigo Way and N. VanBuren Street right-of-way.
15. Resolution authorizing conditional-use approval at 938 Velp Avenue.
16. Resolution changing the name of South Greenwood Avenue.
17. Resolution regarding vacation of a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court.

ORDINANCES - FIRST READING

18. General Ordinance No. 8-15
An ordinance amending Section 29.208 of the Code relating to parking regulations.
19. Planning Ordinance No. 1-15
An ordinance amending the Official Map of the City to approve a plat of right-of-way for a sewer easement, from Franz Avenue to Baird's Creek.

Kris A. Teske
Green Bay City Clerk

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

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



APPENDIX OF SUPPLEMENTAL INFORMATION

FOR COUNCIL MEETING

OF TUESDAY, APRIL 21, 2015

7:00 P.M.

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

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

- A. Frank O. Zeise Construction Co., Inc.
- B. Melnarik Concrete, Inc.
- C. JD Concrete Corporation
- D. Loch Construction Co., Inc.
- E. Precision Flatware

PROTECTION & WELFARE COMMITTEE

Application for a Class "C" Wine License by Timothy Cleary at 1247 Velp Avenue.
(Currently has beer only.)

Request by the owner of Brewski's on Broadway, 1100 S. Broadway, to hold an outdoor event on June 27.

Application for an available "Class B" Combination License by The Cannery Market, LLC at 320 N. Broadway.



REPORT OF THE GREEN BAY PLAN COMMISSION
April 21, 2015

The Green Bay Plan Commission, having met on Monday, April 13, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Chris Wery, on behalf of residents, to consider naming or renaming a street after Green Bay Packer General Manager, Ron Wolf.
2. To approve the recommendations of the Mayor for the 2015 Business Improvement District (BID) Board members including Military Avenue Business Improvement District and On Broadway, Inc.
 - For Military Avenue: Sharon Hack
 - For On Broadway, Inc.: Krystina Engebos, Adam Funk, and Nicole Zich
3. To approve a Conditional Use Permit (CUP) for self-service storage units within a General Commercial (C1) District, located at 938 Velp Avenue, subject to the requirements in Chapter 13-1612.
4. To hold the request to vacate a portion of the alley between 139 South Monroe (Leonardo DaVinci School) and 133 South Monroe.
5. To approve to vacate a portion of unimproved right-of-way between E. Conservancy Court and W. Conservancy Court, with the condition that all vacated lands shall be deeded and attached to the parcel lying northerly of and adjacent to the north line of Conservancy Court.
6. To approve a street name change from S. Greenwood Avenue to S. Ashland Avenue Frontage Road.
7. To approve a Plat of Right-of-Way for a Sewer Easement from Franz Avenue to Baird's Creek.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
April 21, 2015

The Green Bay Redevelopment Authority, having met on Wednesday, April 8, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Amended and Restated Development Agreement and all associated documentation for the Watermark workout plan subject to minor legal and technical changes (see documents attached to Resolution Approving All Necessary Documents for the Transfer of the Watermark Property).



Department of Economic Development
Kevin J. Vonck, Ph.D., Director

6 April 2015

TO: Redevelopment Authority of the City of Green Bay

RE: Watermark

PROPOSAL

Marvin Wanders and Michael Keil, developers, have approached the City with a proposal to obtain control of the Watermark property, complete its build out, and stabilize its operation. They would focus on leasing the vacant space in the principal structure along the waterfront: retail on the first floor and professional services on floors two through six. Because of New Market Tax Credit rules, Wanders and Keil will form two limited liability corporations to take ownership without an outright sale:

- Watermark Owner, LLC, will acquire (at fair market value) all of the membership interests in River Vision Partnership II, LLC (the entity with the New Market Tax Credits); and
- Watermark Leverage Lender, LLC, will acquire the loan rights of:
 - Calumet County Bank (at a discounted rate),
 - Vetter Denk Properties II, LLC (for \$1), and
 - the City of Green Bay (for \$1 and City ownership of the parking ramp in 2019).

ANALYSIS

1) What has the City invested to date in the Watermark project?

Debt	Amount	Purpose	Annual Debt Service
"A" (2005)	\$1.32 million	to refinance property acquisition	\$101,000
"B" (2007)	\$1.40 million	development incentive	\$103,000
"C" (2011)	\$3.50 million	cash infusion to move project forward	\$240,000
Total	\$6.22 million		\$444,000

2) What property tax revenue does the Watermark currently generate for the City?

Property	Assessed Value	Property Taxes
Principal structure	\$4,444,300	\$97,775
<i>Children's Museum</i>	\$1,217,400	\$26,783
<i>Hagemeister</i>	\$1,178,000	\$25,916
<i>Remaining Space</i>	\$2,048,900	\$45,076
Parking ramp	\$2,158,000	\$47,476
Total	\$6,602,300	\$145,251

We assume that these values remain constant with no additional development activity through 2021 – the estimated date when a new developer would take ownership after a foreclosure process.

3) What property tax revenue would the Watermark generate for the City in this workout proposal?

Property	Assessed Value	Property Taxes
Principal structure	\$7,000,000	\$154,000
<i>Hagemeister</i>	\$1,178,000	\$25,916
<i>Remaining Space</i>	\$5,822,000	\$128,084
Children's Museum	\$1,217,400	\$26,783
Parking ramp	\$0	\$0
Total	\$8,217,400	\$180,783

Revenues will gradually increase as spaces are finished for occupancy and assessed at higher values.

The developers guarantee an assessed value of \$7.00 million for the structure, less the museum and parking ramp, by 2021.

The assessed value and taxes from the parking ramp go to zero as ownership transfers to the City in 2019.

4) What other potential revenues and expenses would this workout proposal generate?

Source	Estimated Expense	Estimated Revenue
Maintenance and operation of parking ramp	\$30,000	
Watermark parking ramp management fee		\$50,000
71 leased spaces in Watermark parking ramp		\$54,300
159 leased spaces in adjacent parking ramps		\$127,000
Total	\$30,000	\$231,000

Our best projection is that the City would net around \$381,783 in annual revenue from the Watermark (\$180,783 from property taxes and \$201,000 net from other sources) in 2021 and beyond.

Revenues could be less if:

- the nonprofit Children's Museum exercises its option to purchase the property; or
- parking ramp maintenance expenses are higher, or
- the City does not fully lease its available spaces in adjacent ramps.

Revenues could be greater if:

- the principal structure, after build out, assesses higher than \$7.00 million; or
- tenants demand additional spaces to lease in adjacent ramps.

RECOMMENDATION

Approve the amended and reinstated Development Agreement and all associated documentation for the Watermark workout plan subject to minor legal and technical changes. This workout plan proactively moves the Watermark forward with qualified developer and provides the City with the best opportunity to maximize the return on its investment in the project.

ATTACHMENTS

Development Agreement and associated documents.

REPORT OF THE FINANCE COMMITTEE APRIL 21, 2015

The Finance Committee, having met on Monday, April 13, 2015 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the request by the City Assessor to adjust the 2014 tax bill for Huron Properties Inc. for parcel 21-176 in accordance with the Notice of Determination from the State Board of Assessor's.
2. To refer back to staff for further discussion and negotiation with interested parties the request by the Community Services Director to approve the allocation of \$7,780 of contingency funds to be used towards the demolition of 115 S. Van Buren Street.
3. To receive and place on file the request by Ald. Andy Nicholson for a list of all locations of cameras controlled or monitored by the GBPD within the City limits of Green Bay followed by a brief explanation for each location.
4. To forward to the Historical Preservation Society, the request for funding the LaBaye.org website by Lynn Austin from the 2015 contingency and for that committee to make a recommendation back to the Finance Committee.
5. To hold until next meeting the request by Ald. Chris Wery to review, with possible action, the lawsuit regarding John Kennedy including legal expenses to date.
6. To hold until next meeting the request by Ald. Tom DeWane for a summary of all costs associated with the Watermark project and for it to include the debt that was abandoned by the developers, guaranties in place for the property, taxes outstanding and City money that was put toward tenant improvements for CH Robinson with a grant total listed on the summary sheet.

2015 Contingency Fund
\$110,000

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
April 21, 2015**

The Improvement and Service Committee, having met on April 15, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Paul Jensen to rescind the early set out charge of \$60.00 at 944 Howard Street.
2. To approve the request by the Village of Howard to enter into a pavement marking agreement with the City of Green Bay.
3. To approve the request by the Village of Allouez to enter into a pavement marking agreement with the City of Green Bay.
4. To approve the request by the City of DePere to enter into a traffic signal maintenance agreement with the City of Green Bay.
5. To receive and place on file the request by Ald. Wery to amend Ordinance No. 9.02(7) to allow storage of garbage/recycling carts next to a house/garage, or in front of a garage without a fence or shrub screen.
6. To approve the Bridge Operation Agreement with Wisconsin Department of Transportation for the Mason Street and Walnut Street Bridges for fiscal year 2016 and to authorize the Mayor and the City Clerk to sign the bridge operation agreement.
7. To receive and place on file the Department of Public Works 2014 Annual Report.
8. To receive and place on file the Dike Inspection Report.
9. To approve the report of the Purchasing Manager:
 - A. Request approval to purchase a Tandem Axle Dump Truck Chassis from Truck Country for \$73,200.
 - B. Request approval to purchase a Dump Body w/ Hydraulics, Plow & Wing, and Tarp System from Monroe Truck Equipment for \$98,105.
 - C. Request approval to award a 2015 contract to B.E.S.T. Enterprises for the hauling of stockpiled street sweepings from the City's west side yard waste facility to the Outagamie County landfill for the estimated amount of \$19,470.
 - D. Request approval to award a contract to Fahrner Asphalt Sealers for 2015 Spray Injection Patching services for the estimated amount of \$29,625, and to include four 1-year contract renewal options by mutual consent.

E. Request approval to purchase an upgrade to the fuel dispensing systems at DPW East & West and Parks garages from U.S. Petroleum Equipment for ~\$15,000.

10. To approve the award of the following contracts to the low responsive bidders:

Part A to Advance Construction Inc. in the amount of \$1,238,090.70

Part B to Degroot Inc. in the amount of \$628,300.12

Part C to Peters Concrete Co. in the amount of \$420,894.25

11. To approve the request by Military Avenue Business Association to allow them to contract with a private landscape company to maintain the grass medians in Military Avenue 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.

12. To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals 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.

13. To approve the request by the Department of Public Works to enter into a Hold Harmless Agreement with Baylake City Center Condominium Association allowing a masonry screening wall to remain and ingress and egress to the Baylake City Center Condominium building at the southwest corner of N Adams Street and Northland Avenue 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.

14. To approve the request by Zeise Construction (contractor) on behalf of Saint Vincent DePaul Society, District Council of Green Bay, Inc. (owner) to place a retaining wall and railing within the street right-of-way along the south side of Weise Street to accommodate a mid-block pedestrian crossing between Leo Frigo Way and N Van Buren Street 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.

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

B. Castro Tree & Stump Removal

C. Family Tree Service, LLC

And to place on hold the application for Tree & Brush Trimmer License by:

A. Selner Tree & Shrub Care, LLC

16. To approve the application for Underground Sprinkler System Licenses by Lizer of WI, Inc. and to place on hold the application for Underground Sprinkler License by Steinie's Water Gardens.

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

- A. Northern Concrete
- B. R.G. Hendricks & Sons Construction, Inc.
- C. Helmle Construction, Inc.
- D. J. C. Santy Construction, LLC
- E. Tom Phillips Construction
- F. A&M Concrete & Construction
- G. American Concrete Construction
- H. KPC Concrete Contractors, LLC
- I. Shier Construction
- J. Paul Conard Construction
- K. Evraets Concrete Construction, LLC

REPORT OF THE PARK COMMITTEE

April 21, 2015

The Park Committee, having met on Wednesday, April 15, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Bullfrogs schedule of events for the 2015 season and to allow dogs to be in Joannes Stadium on June 14, 2015, from 12 p.m. to 4:30 p.m. for the Bark in the Park event contingent upon the following:
 - All proper permits and insurances being obtained;
 - Final special event approval from the City Special Events Committee;
 - Prohibiting the sale of hard liquor;
 - Must adhere to all noise ordinances and regulations
2. To approve the Friends of Colburn Pool to continue their fundraising efforts for one year and report back to the Park Committee in March 2016 to revisit a future bonding request for Colburn Pool. If the Friends of Colburn Pool reach their \$1,000,000 fundraising goal prior to the 2016 bond request, they can bring forth a request at that time to the Park Committee to consider authorizing staff to hire an engineer to design the pool using the fundraised dollars.
3.
 - A. To approve the purchase of a new Rubber Tired Utility Vehicle from Bobcat Plus, Inc. for \$55,393.
 - B. To approve the purchase of a new Trailer Style Brush Chipper from Vermeer Wisconsin, Inc. for \$59,299.
 - C. To approve the purchase of a new Skid-Steer Loader from Bobcat Plus for \$29,244.
 - D. To approve the purchase of Luminaires for the Fox River Trail from Cisco Distributing for \$20,204.
4. To approve accepting a DNR stewardship grant to purchase Parcel 7-666 (535 St. George Street) and a partial acquisition of Parcels 8-282, 8-285, 8-286, and 8-287 (1260, 1276, 1280, and 1296 Main Street) for the expansion of the East River Trail.
5. To receive and place on file the Director's Report.



REPORT OF THE PERSONNEL COMMITTEE

April 21, 2015

The Personnel Committee, having met on Monday, April 13, 2015 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Clerk III Front Desk – Police
 - b. Web & Graphic Designer – Finance/IT
 - c. Civil Engineer – Public Works
2. To hold until the next meeting the request to fill the new Assistant City Attorney I position approved as part of the 2015 budget effective July 1, 2015 and all subsequent vacancies resulting from internal transfers.
3. To hold until the next meeting the request by Ald. Tim DeWane to review the Mayor's conduct when contacting commission, committee and authority members before, during and after meetings and to not intimidate or bully the members on how they vote or voted.
4. To refer to staff the request by Ald. Wery to develop a policy about city employees in uniform not being on political fliers.
5. To receive and place on file the Report of Routine Personnel Actions for regular employees.

PROTECTION & WELFARE COMMITTEE REPORT

April 21, 2015

The Protection & Welfare Committee, having met on Monday, April 13, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for a "Class B" Combination License by 129 South Washington, LLC at 129 S. Washington Street with the approval of the proper authorities. (Currently Kittner's Pub, Inc.)
2. To approve the request by the owner of White Dog Black Cat Cafe, 201 S. Broadway, to hold an outdoor event on May 3, 2015. The approval of the request is subject to complaint.
3. To approve the notice of the change of agent for the Noodles & Company, 2450 E. Mason Street.
4. To approve the notice of the change of agent for Stir-Ups, LLC at 125 S. Washington Street.
5. To deny the appeal, with a reduction of the fine to \$250.00, by Scott and Barbara Pardee to a nuisance ticket at 897 Christiana Street.
6. To approve the appeal by Aaron Nolan to the denial of his Operator License application.
7. To approve the appeal by Greg Madsen to the denial of his Operator License application.
8. To deny the appeal by Rachel E. Anker to the denial of her Operator License application.
9. To receive and place on file the request by Staff to discuss, with possible action, the regulation and enforcement of Uber and other Transportation Network Companies.
10. To hold the request by Staff to review, with possible action, the prior taxi cab ordinance to determine if it shall become readopted.

For all licensing issues, the Committee may potentially convene in closed session pursuant to §19.85 (1)(b) and/or §19.85 (1)(f) Wisconsin Statutes, for the purpose of considering information with respect to licensing for a person. The applicant has the right to demand that the meeting be held in open session. The applicant may also request that the meeting be held in closed session. The Committee may, thereafter, reconvene in open session pursuant to §19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

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

April 21, 2015

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Cook, Tristain J
Cornelius, Colleen M
Denny, Michelle F
Dettman, Mary J
Dix, Shaun M
Ermenc, Jeffrey L
Freimuth, Tiffany E
Jaworski, Jennifer A
Jerovetz, Bruce M
Komorowski, Courtney J
Laster, Shannon S
Lindsley, Kevin J
Pinchart, Nadine M
Romenesko, Dawn M
Salazar Vargas, Jose A
Silva, Twila L
Skenandore, Hanson E
Skenandore, Nevada T
Swille, Jesse F
Williams, Kathleen Y

**RESOLUTION APPROVING ALL
NECESSARY DOCUMENTS FOR THE
TRANSFER OF THE WATERMARK PROPERTY**

April 21, 2015

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

THAT, based on the recommendation of the Redevelopment Authority at its meeting on April 8, 2015, the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the following documents for the transfer of the Watermark property, subject to technical and legal adjustments to the documents as may be deemed necessary by the parties' counsel:

- Amended and Restated Development Agreement,
- Parking Garage Management Agreement, Option to Purchase and Purchase Agreement,
- Loan Purchase Agreement,
- Assignment of Loan,
- Allonge of Note,
- UCC Financing Statement Assignment,
- Release of Guaranty; and

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

Adopted _____

Approved _____

Mayor

Clerk

bc

Attachments



**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
WATERMARK**

This Amended and Restated Development Agreement (the "Agreement") dated as of the _____ day of _____, 2015 is by and between River Vision Partnership II, LLC, a Wisconsin limited liability company ("DEVELOPER"), the Redevelopment Authority of the City of Green Bay (the "RDA") and the City of Green Bay, a Wisconsin municipal corporation (the "CITY"), collectively (the "PARTIES").

WHEREAS, River Vision Partnership, LLC, the RDA and the CITY entered into a Development Agreement on May 11, 2007 (the "Original Agreement"), to purchase and fully redevelop certain improved real property located in the City of Green Bay, Wisconsin which is more fully described in "Exhibit A" (the "Property"); and

WHEREAS, the Original Agreement was later assigned and assumed by DEVELOPER on May 3, 2011 with exception of the tax incremental financing, which DEVELOPER explicitly did not assume pursuant to the Operating Agreement dated May 3, 2011 by and between RVP, John Vetter, Kelly Denk and DEVELOPER; and

WHEREAS, the PARTIES acknowledge that partial re-development has been accomplished at the Property in accordance with the Original Agreement but the PARTIES desire to change the scope of the original project and restate the terms and conditions of the original project; and

WHEREAS, the DEVELOPER desires to renovate and build out the interior of the retail and commercial space, as well as make cosmetic changes to the Property (the "Project"); and

WHEREAS, DEVELOPER, RDA and the CITY intend that this Agreement shall supersede and replace the Original Agreement in its entirety, except as further outlined in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements of the parties as herein set forth, the parties hereto agree as follows:

I. PROPOSED PROJECT SCOPE. The Project shall consist of the current mixed use development of parking, retail, and commercial office space, as well as, the renovation and build out of the existing retail and commercial office space and cosmetic changes to the exterior of the Property. The total development costs of the Project shall not be an amount less than \$1,980,000.

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

A. The DEVELOPER shall commence the Project (the "Commencement Date") no later than September 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 by the date on which 100% occupancy is achieved (the "Completion Date"). The parties acknowledge that: (1) the Project consists of a combination of different types of work, including but not limited to routine maintenance and sealing, repairs to the water tower, build out of space for tenant occupancies, upgrades to certain mechanical systems within the building, and refurbishing of certain common areas; (2) because many of these actions are related to occupancy by specific tenants, the exact timing and nature of the improvements comprising the Project are unpredictable; and (3) approval of plans for such improvements is impractical at this time, although such of the work as requires CITY permits by ordinance will continue to require approval and permits at such time as the work is to be performed. Where approval of plans is required by the CITY, such approvals shall not be unreasonably withheld, conditioned or delayed.
- C. The DEVELOPER hereby guaranties that the assessed valuation of the Property will be at least \$7,000,000 as of January 1, 2019, and that the assessed valuation of the Property, excluding the units which constitute the parking garage and Children's Museum, will be at least \$7,000,000 as of January 1, 2021, subject to the following:
- (1) In calculating the assessed valuation prior to January 1, 2021, if the Children's Museum purchases the unit it occupies then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.
 - (2) In calculating the assessed valuation prior to January 1, 2021, if the City purchases the unit comprising the parking garage (see Section II(B) below) then the assessed valuation of that unit in effect at the time of purchase will be deemed to remain in effect.
 - (3) If the assessed valuation of the Property (excluding the units which comprise the parking garage and Children's Museum) exceeds \$7,000,000 on any January 1, this guaranty will be released.
 - (4) The amount due under this guaranty from year to year is equal to (a) the amount of general real estate taxes which would be due as if the Property had an assessed valuation of \$7,000,000 on January 1 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above) at the tax rate in effect for that year, minus (b) the amount of general real estate taxes which are in fact levied on the Property plus the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation. Tax rates are anticipated to be announced in December of any year, so the amount due with respect to a particular tax year will not be calculated or known until December of the same year or January of the following year. The CITY will calculate the amount claimed to be due and give written notice of the amount and its calculation to DEVELOPER no later than January 31 of the following year. Absent disputes over such calculation, payment will be due within 30 days after the date of receipt of such notice.
 - (5) If a payment is made with respect to a particular tax year, and if in any subsequent year (even after the guaranty may have been released as

provided in (3) above) the assessed valuation of the Property exceeds \$7,000,000 (including or excluding the unit comprising the parking garage based on the year of measurement as above), then the CITY will reimburse DEVELOPER an amount equal to the lower of (a) the amount of all guaranty payments previously paid but not yet reimbursed under this subsection, without interest, and (b) the amount of general real estate taxes actually received in respect of the Property in excess of the amount which would be levied on the Property as if the Property had an assessed valuation of \$7,000,000 (including or excluding the unit comprising the parking garage and Children's Museum based on the year of measurement as above, and including the amount of general real estate taxes which would be levied on the units described in (2) and (3) above at the deemed amount of assessed valuation). The CITY will make such payment to DEVELOPER no later than January 31 of the year following the year with respect to which such amount is due.

Marvin Wanders and Michael Keil hereby guaranty the payments by DEVELOPER described above, subject to the same provisions of subsections (1) through (5) for their benefit.

- D. 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.
- E. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project.
- 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.
- G. 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.

II. PROPERTY TRANSFERS.

- A. The RDA agrees to consent to the change in membership of the DEVELOPER as outlined in the RDA Consent Agreement attached hereto as "Exhibit B".
- B. Pursuant to the Parking Garage Management Agreement date _____, 2015 by an between Watermark Owner, LLC and the City of Green Bay ("Parking Agreement"), attached hereto as "Exhibit C", DEVELOPER and the CITY have granted each other an option to sell or purchase the attached one hundred sixty-six (166) parking stall ramp

("Ramp").

III. PARKING.

- A. DEVELOPER and CITY agree to abide by the terms and conditions of the Parking Agreement.

IV. 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.

V. FINANCING

- A. The DEVELOPER shall make a private investment to the project of no less than \$1.98 million (\$1,980,000.00).
- B. The PARTIES recognize that the CITY/RDA had previously contributed \$1.4 million (1,400,000.00) of Tax Incremental Financing towards the Project, as outlined in section V of the Original Agreement, and that no further Tax Incremental Financing will be contributed to the Project.
- C. The PARTIES agree that an affiliate of the DEVELOPER, Watermark Leverage Lender, LLC shall purchase the CITY's interest in a \$3.5 million (\$3,500,000.00) Junior Loan Agreement by and between CITY and River Center Investment Fund, LLC dated May 3, 2011. The purchase of the CITY's loan shall be further described in the Loan Purchase Agreement attached hereto as "Exhibit D".
- D. The DEVELOPER shall pay any delinquent tax amounts associated with the Property within thirty (30) days of execution of this Agreement.

VI. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. 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.

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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.

- 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. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA. This provision shall not apply to an acquisition of by the Children's Museum of their current space of the acquisition of the Ramp by the CITY.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.
- E. During the period prior to the date of commencement 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, upon written request of the RDA, the DEVELOPER shall file a progress report with the RDA.
- F. All documents shall be submitted in triplicate.
- G. 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.
- H. Prior to commencement of the Project, the DEVELOPER shall obtain and keep in full force and effect all necessary insurance policies for the Project. Such insurance policies 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 the Project, 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.

VII. 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

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. 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 closing as defined in the Membership Interest Purchase Agreement by and between Watermark Owners, LLC, Kelly Denk, John Vetter, River Vision Partnership, LLC and DEVELOPER dated _____, 2015; 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.

VIII. MUTUAL RIGHTS OF ACCESS.

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

IX. OTHER RIGHTS AND REMEDIES.

Handwritten signature or initials, possibly "10 f", located at the bottom center of the page.

- 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 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: River Vision Partnership II, LLC
Attention: Marvin Wanders
119 N. 19th Street
La Crosse, WI 54601

River Vision Partnership II, LLC
Attention: Mike Keil
400 Main Street, Mezzanine Level
La Crosse, WI 54601

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.

X. EFFECT ON ORIGINAL AGREEMENT AND PARTIES

- A. Except as specifically set forth herein, the obligations and liabilities of the DEVELOPER under the Original Agreement are hereby waived and released as to all events and occurrences arising prior to the date of this Agreement.
- B. Nothing herein releases any guarantor to the Original Agreement from its obligations under any such guaranty. Any such release must be by specific document.
- C. 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

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Attest:

River Vision Partnership II, LLC

Print Name and Title: _____

Print Name and Title: _____

Handwritten initials or signature in black ink, appearing to be '10 K'.

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Units One (1) through Six (6), River Center Condominium, City of Green Bay, Brown County, Wisconsin.

Tax parcel numbers 12-357, 12-358, 12-359, 12-360, 12-361 and 12-362.

EXHIBIT B
RDA CONSENT AGREEMENT

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EXHIBIT C
PARKING GARAGE MANAGEMENT AGREEMENT AND OPTION TO PURCHASE

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EXHIBIT D
LOAN PURCHASE AGREEMENT

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**EXHIBIT E
PERSONAL GUARANTY**

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to enter into the Amended and Restated Development Agreement above, the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Amended and restated Development Agreement dated _____, 2015 (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Tax Incremental Financing (as defined in the Original Development Agreement and Amended and Restated Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

Dated at Green Bay, Wisconsin, this ____ day of _____, 2015.

_____, subscribed and sworn to before
me this ____ day of _____, 2015.

Notary Public, _____ County, WI
My commission expires _____

PARKING GARAGE MANAGEMENT AGREEMENT

THIS PARKING GARAGE MANAGEMENT AGREEMENT ("Agreement") is made this ___ day of April 2015 ("Effective Date") by and between WATERMARK OWNER, LLC (the "Owner") and the CITY OF GREEN BAY (the "Manager"). The Owner and Manager are each a "Party" or are together the "Parties."

The "Parking Garage" is Unit 7 in the condominium known as River Center Condominium II ("Condominium"), as such Unit is legally described on the attached Exhibit A. The Parking Garage offers 166 total parking spaces (each, a "Space" or collectively, the "Spaces") and serves a public parking garage subject to the existing reserved uses described in certain Condominium leases and in a parking easement, as such reserved uses are summarized in the chart attached as Exhibit B (the "Existing Parking Reservations"). The Owner wishes to engage the Manager to manage the Parking Garage, and the Manager wishes to accept such engagement, pursuant to the terms of this Agreement.

In consideration of the background above and the mutual promises below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Engagement. In consideration of the Owner's Option to Sell, the Manager's Option to Purchase, the Management Fee and the Additional Parking Spaces, Owner engages the Manager to perform the Services and Manager accepts such engagement.
2. Term and Termination. The term of this Agreement is the twenty (20) year period after and including the Effective Date. Either Party may terminate this Agreement by delivering written notice to the other Party following the other Party's breach of this Agreement. However, the breaching Party shall have thirty (30) days to cure the alleged breach.
3. Services.

3.1 Defined. The "Services" mean and include the following rights and obligations: (i) the day-to-day operation of the Parking Garage as a public parking facility subject to the Existing Parking Reservations and Future Parking Reservations (defined below) in a commercially reasonable manner, including the collection of fees, the hire of necessary personnel, the issuance and tracking of access devices and passes, the propagation and enforcement of reasonable rules, towing, ticketing, and the tracking of revenue and maintenance of books and records; (ii) the commercially reasonable performance of all inspection, repair and replacement of the Parking Garage, including resurfacing, striping, signs, gates, lights, wiring, and plumbing; (iii) the maintenance of all insurance policies required in the Declaration of a Unit owner; (iv) after July 1, 2018, the payment of all real property taxes, personal property taxes, assessments, fees, and Condominium association assessments (general and special); (v) the payment of all electric, water and other utility bills for such services used in the Parking Garage, which accounts shall be registered in the name of Manager.

3.2 Assignment and Delegation of Rights and Obligations. Owner assigns and delegates to Manager all rights and obligations necessary to perform the Services, and Manager accepts and assumes such rights and obligations.

3.3 Rights Reserved by Owner. Owner shall retain the exclusive right to assign Spaces, whether reserved or unreserved ("Future Parking Reservations"), however the Owner will not enter into contracts with third parties to assign more parking spaces in the Parking Garage than exist. The Owner also retains the right to contract with third parties to rent parking spaces in the Parking Garage. If the Owner chooses to rent parking spaces, then the Owner can require such third party to pay Manager

directly for such spaces or will include such rental payment in the monthly compensation payment to Manager. All parking spaces are unreserved between 6pm to 6am on weekdays, weekends, and public holidays, however, Tenants shall not be required to pay for entry on such days.

4. Parking Easement. One of the Existing Parking Reservations is pursuant to a Parking Easement. The parties will cooperate to modify the Parking Easement to reflect the current condominium regime affecting the Parking Garage and the provisions of this Agreement.

5. Management Fee. From the Effective Date through June 1, 2018, the Owner shall pay Manager \$[833.33] per month for the performance of the Services ("Management Fee"). From July 1, 2018 until the expiration or earlier termination of this Agreement, Owner shall pay Manager a Management Fee of \$[4,166.66] per month. The Management Fee is due and payable monthly on the first day of each month. If the Effective Date occurs on a day other than the 1st day of a calendar month, then the Management Fee shall be prorated based on the actual number of days in that month. If Owner modifies an Existing Parking Reservation arrangement so that parking fees are paid directly by a tenant or subtenant to Manager instead of being paid to Owner or included in Owner's rent under a lease with such a person, then the Management Fee will be equitably adjusted.

6. Additional Parking Spaces. Manager shall provide Owner and its tenants and subtenants with access to the daytime use of non-reserved, non-exclusive parking stalls in facilities located no more than three (3) blocks from the Parking Garage, in which the Owner may guaranty the availability of 159 parking spaces to existing or future tenants of any of the Condominium Units ("Additional Parking Spaces"). Manager shall propose the location of the Additional Parking Spaces to Owner within thirty (30) days after request from Owner for the use of a certain number of spaces.

7. Indemnification. Manager shall indemnify, defend and hold the Owner harmless from and against any and all losses, claims, demands, damages, liabilities, or expenses (including reasonable attorney fees) resulting from any actions by the Manager which would constitute a breach of any lease between the Owner and a Tenant.

8. Income from Parking. Manager shall be entitled to receive all income from Future Parking Reservations and Additional Parking Spaces. Manager shall charge rates for such parking spaces at rates then in effect for comparable City facilities. Manager shall pay all expenses described in Section 1 from the Management Fee and from the income described above, and Owner shall not be responsible for any such payments of expenses. With respect solely to parking spaces in the Parking Garage, to the extent that funds are available after payment of such expenses on a monthly basis, Manager shall remit to Owner 5% of its income from the Parking Garage, and any amounts retained by Manager shall be in addition to the Management Fee.

9. Options to Purchase and Sell.

9.1 Manager's Option to Purchase. Manager shall have the option to purchase the Parking Garage ("City's Option to Purchase") by delivery, no earlier than June 1, 2018, to the Owner of a purchase agreement executed by the Manager in form attached as Exhibit C ("Form Purchase Agreement"). Owner shall execute the Form Purchase Agreement and deliver a fully signed copy to the Manager within five (5) business days after it receives the Form Purchase Agreement signed by the Manager. The Form Purchase Agreement shall then govern the terms of the purchase and sale of the Parking Garage.

9.2 Owner's Option to Sell. Owner shall have the option to sell the Parking Garage ("Owner's Option to Sell") by delivery, no earlier than June 1, 2018, to the Manager of the Form

Purchase Agreement executed by the Owner. Manager shall execute the Form Purchase Agreement and deliver a fully signed copy to the Owner within five (5) business days after it receives the Form Purchase Agreement signed by the Owner. The Form Purchase Agreement shall then govern the terms of the purchase and sale of the Parking Garage.

10. Memorandum. The Parties shall, with five (5) days after the Effective Date, execute and deliver for recordation with the land records a memorandum of this the City's Option to Purchase and the Owner's Option to Sell in substantially the form attached as **Exhibit D** ("Memorandum of Options").

11. Amendment. This Agreement may only be amended by an amendment signed by the Parties.

12. Assignment. This Manager may not assign its rights or obligations under this Agreement without the prior written consent of the Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement the Effective Date.

MANAGER:
CITY OF GREEN BAY

OWNER:
WATERMARK OWNER, LLC

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

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EXHIBIT A
Parking Garage

EXHIBIT B
Tenant Lease Provisions

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EXHIBIT C

Form of Purchase Agreement

(begins on next page)

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of _____, 20__ ("Exercise Date") by and between the City of Green Bay ("Buyer") and Watermark Owner, LLC, a Wisconsin limited liability company ("Seller"). Buyer and Seller individually are each sometimes referred to as a "Party", or together as the "Parties."

Seller owns the real Parking Garage described on the attached and incorporated Exhibit 1 ("Parking Garage"). Buyer and Seller are parties to that certain Parking Management Agreement dated _____, 2015 ("Option Agreement"). This Agreement is being entered into by the Parties pursuant to Buyer's exercise of its Option to Purchase or Seller's exercise of its Option to Sell.

In consideration of the background above and of the mutual promises contained below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Any capitalized term not defined herein shall have the meaning given such term in the Option.

2. Purchase.

2.1 Purchase and Sale. Seller agrees to sell, transfer, convey, and assign to Buyer, and Buyer agrees to purchase from Seller, on the terms hereinafter stated, all of Seller's right, title, and interest in and to the Parking Garage.

2.2 Purchase Price. The "Purchase Price" for the Parking Garage shall be \$1.00.

2.3 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller at Closing by wire transfer immediately available, good federal funds, subject to the adjustments and prorations set forth in this Agreement.

3. Seller's Reserved Rights. For a period of twenty (20) years following Closing, Seller shall continue to have the rights to guaranty or reserve spaces for tenants as set forth in the Option Agreement. Upon the expiration of such twenty (20) years, the City shall continue to honor any tenants with rights under then existing leases.

4. Closing. Closing of the purchase and sale of the Parking Garage shall occur through a title company mutually acceptable to the parties ("Title Company") within ninety (90) days after the Exercise Date.

5. Prorations.

5.1 Parking Garage Real Estate Taxes and Special Assessments. Only to the extent that taxes for the Parking Garage are not being paid by Buyer under the Option Agreement, taxes and assessments in the year of the Closing shall be prorated as of the day prior to Closing based on the actual tax bill for the year of Closing or, if unavailable, on then assessed value of the Parking Garage and mill rate.

6. Closing Costs.

6.1 Buyer's Costs. Buyer shall pay the following expenses incurred in connection with the transactions described herein: (i) the fee for the recording of the Deed, (ii) one-half of all of all customary



closing administration fees charged by the Title Company, (iii) Buyer's legal fees and expenses, and (iv) the premiums for all endorsements to the Title Policy requested by Buyer beyond the gap endorsement.

6.2 Seller's Costs. Seller shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Title Commitment and Title Policy and Endorsements, (ii) the cost of releasing any liens affecting the Parking Garage and for curing any other objectionable matters affecting title to the Parking Garage pursuant to the terms of this Agreement, (iii) Seller's legal fees and expenses, (iv) one-half of all of all customary closing administration fees charged by the Title Company, (v) and all real estate transfer taxes.

7. Seller's Closing Deliveries.

7.1 Special Warranty Deed. Seller shall execute and deliver to Buyer a Special Warranty Deed conveying the Parking Garage to Buyer free and clear of all liens and encumbrances, except those waived by Buyer in accordance with this Agreement ("Deed").

7.2 Wisconsin Transfer Tax Return. Execute and deliver to Buyer a copy of the Wisconsin Transfer Tax Return receipt indicating payment in full by Seller of all amounts of transfer tax due hereunder.

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

7.4 Certificate of Non-Foreign Status. Execute and deliver to Buyer a certificate of non-foreign status meeting the requirements of Section 1445 of the Internal Revenue Code.

7.5 Delivery of Possession. Deliver possession of the Parking Garage to Buyer.

7.6 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing.

8. Buyer's Closing Deliveries.

8.1 Delivery of Purchase Price. Deliver to Seller the Purchase Price by wire transfer of good, federal funds.

8.2 Closing Statement. Execute and deliver to Seller a counterpart of the Closing Statement.

8.3 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing, including a recordable confirmation of Seller's rights under Section 3.

9. Conditions to Closing. Satisfaction on or prior to the Closing Date of each of the following (the "Conditions to Closing") shall be a condition precedent to the obligations of Buyer to purchase the Parking Garage and to pay the Purchase Price therefor:

9.1 All of the representations and warranties of Seller contained herein shall be true and correct in all material respects on and as of the Closing as though republished and remade on and as of that date;

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9.2 The Parking Garage shall be delivered to Buyer at Closing in substantially the same condition as existed as of the Effective Date, ordinary wear and tear excepted and except for modifications made by Buyer or permitted in writing by Buyer.

10. General Provisions.

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

10.2 Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the Parties.

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

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

10.5 Headings, Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. The terminology used herein shall be deemed to refer to the masculine, feminine, neuter, singular, and plural as such terminology may require.

10.6 Brokerage Commission. Buyer represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller and Buyer agree to indemnify and hold harmless the other from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying Party with respect to this Agreement.

10.7 Calculation of Time Periods. If the final day of any period in this Agreement falls on a Saturday, Sunday or legal holiday under federal law, then the period shall be extended to end on the next day that is not a Saturday, Sunday or legal holiday (a "Business Day"). The final day of any such period shall end at 5 p.m. Central (USA).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Exercise Date.

SELLER:

Watermark Owner, LLC

By: _____
Print Name: _____
Print Title: _____

BUYER:

City of Green Bay

By: _____
Print Name: _____
Print Title: _____

Exhibit D

Memorandum of Option to Purchase/Option to Sell Agreement

(begins on next page)

MEMORANDUM OF
OPTION TO
PURCHASE/OPTION
TO SELL
AGREEMENT

This instrument was drafted by
and should be returned to:

Brian D. Anderson, Esq.
Whyte Hirschboeck Dudek S.C.
33 E. Main Street, Suite 300
P.O. Box 1379
Madison, WI 53701-1379

Tax Key No.:

THIS MEMORANDUM OF OPTION TO PURCHASE/OPTION TO SELL AGREEMENT (“Memorandum”) is signed as of _____, 2015, by and between Watermark Owner, LLC (“Watermark”), and the City of Green Bay (“City”).

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Watermark and the City entered into an Option to Purchase/Option to Sell Agreement dated _____, 2015 (the “Option Agreement”), with respect to certain real Parking Garage owned by Watermark and described on the attached and incorporated **Exhibit 1** (the “Parking Garage”).

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Option Agreement.
2. City’s Option. At any time after June 1, 2018, the City shall have an Option to Purchase the Parking Garage. The City may exercise its Option to Purchase by executing and delivering the Agreed Purchase Agreement to Watermark attached to the Option Agreement.
3. Watermark’s Option. At any time after June 1, 2018, Watermark shall have an Option to Sell the Parking Garage. Watermark may exercise its Option to Sell by executing and delivering the Agreed Purchase Agreement to the City attached to the Option Agreement.
4. Running With Land. The Option Agreement shall burden the Parking Garage and shall run with the land. The Option Agreement shall inure to the benefit and burden of and be binding upon Watermark and the City, and to their respective successors and assigns.
5. Terms. The rights and obligations of Watermark and the City shall be construed solely by reference to the provisions of the Option Agreement.
6. Counterparts. This Memorandum may be signed in counterparts, which together shall comprise a single agreement.

[signatures and acknowledgments follow]

10 cc

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed as of the date first set forth above.

SELLER:

Watermark Owner, LLC

By: _____
Print Name: _____
Print Title: _____

BUYER:

City of Green Bay

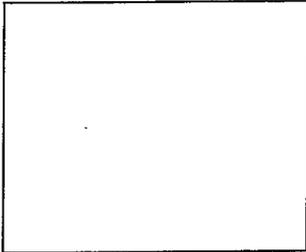
By: _____
Print Name: _____
Print Title: _____

ACKNOWLEDGMENT – Watermark Owner, LLC

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On _____, 2015, before me personally appeared _____, as _____ of Watermark Owner, LLC, a Wisconsin limited liability company who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

(Print or type name of Notary)
Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

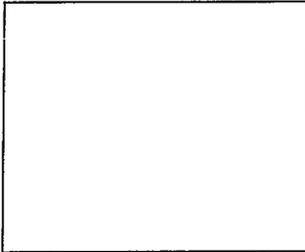
10ee

ACKNOWLEDGMENT – City of Green Bay

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On _____, 2015, before me personally appeared _____, as _____ of the City of Green Bay who is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in her duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Above space for Notary Seal

(Print or type name of Notary)
Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

LOAN PURCHASE AGREEMENT

THIS LOAN PURCHASE AGREEMENT (this "Agreement") is entered into as of April __, 2015 (the "Effective Date") by and between Watermark Leverage Lender, LLC ("WLL"), and the City of Green Bay ("Green Bay").

Green Bay made a loan (the "Loan") to River Center Investment Fund, LLC ("Borrower") evidenced and secured by the following documents (collectively, the "Loan Documents"):

- (i) Junior Loan Agreement dated May 3, 2011, by and between Green Bay and Borrower;
 - (ii) Junior Promissory Note dated May 3, 2011 given by Borrower for the benefit of Green Bay in the original principal amount of \$3,500,000;
 - (iii) Junior Pledge Agreement dated May 3, 2011, by and between Green Bay and Borrower;
- and
- (iv) UCC Financing Statement

Green Bay desires to sell, and WLL desires to purchase, all of Green Bay's right, title and interest in and to the Loan and the Loan Documents.

The parties, in consideration of the above and for other good and valuable consideration, agree as follows:

1. Sale of Interest. Upon receipt of the Purchase Price (defined below), Green Bay transfers to WLL, without recourse, and WLL purchases, all of Green Bay's right, title and interest in and to the Loan Documents.

2. Purchase Price. The purchase price (the "Purchase Price") is \$1.00 to be paid on the Effective Date.

3. Representations and Warranties of WLL. WLL represents and warrants to Green Bay that it has the power and authority to enter into and consummate the transactions described herein and that it has taken all action necessary to authorize the transactions described herein.

4. Representations and Warranties of Green Bay. Green Bay represents and warrants to WLL as follows:

4.1 Green Bay owns the Loan and the Loan Documents, free and clear of all liens and encumbrances;

4.2 Green Bay has the power and authority to enter into and consummate the transactions described herein and has taken all actions necessary to authorize the transactions described herein.

4.3 the Loan Documents are all of the documents evidencing and securing the Loan and the Loan Documents have not been amended or modified in any way;

4.4 Green Bay has not previously assigned or transferred any of its right, title or interest in the Loan or Loan Documents;

4.5 the Loan Documents were properly executed and are fully enforceable; and

4.6 as of the Effective Date, the outstanding principal balance, interest, fees and any other charges due and owing under the Note are described on the attached and incorporated **Exhibit A**.

5. Indemnities.

5.1 Green Bay hereby indemnifies, defends and holds WLL harmless from and against any and all losses, costs, damages, claims, liabilities and other obligations (including without limitation, attorneys' fees and costs) arising from, out of or in connection with the actual or alleged acts or omissions of Green Bay in connection with the Loan before the Effective Date.

5.2 WLL hereby indemnifies, defends and holds Green Bay harmless from and against any and all losses, costs, damages, claims, liabilities and other obligations (including without limitation, attorneys' fees and costs) arising from, out of or in connection with the actual or alleged acts or omissions of WLL in connection with the Loan after the Effective Date.

6. Deliveries. On or before the Effective Date, Green Bay shall deliver the following to WLL: (i) original Loan Documents, (ii) an executed Assignment of Loan Documents in the form set in Exhibit B, and (iii) a fully executed Allonge in the form set forth in Exhibit C. In addition, each party will execute and deliver such documents and take all such actions as may be reasonably requested by the other party in order to consummate this Agreement.

7. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on and enforceable against the parties, and their respective successors and assigns.

8. Wisconsin Law. This Agreement is governed by Wisconsin law.

9. Jurisdiction and Venue. Each party hereto irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of any United States federal court or state court sitting in Green Bay, Wisconsin in any action, suit, or proceeding arising out of or based upon this Agreement or any other matter relating to it, and waives any objection that it may have to the venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over them.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF GREEN BAY

By: _____
Name: _____
Title: _____

WATERMARK LEVERAGE LENDER, LLC

By: _____
Name: _____
Title: _____



EXHIBIT A

Loan Summary

10/2/20

EXHIBIT B

Form of Assignment of Loan Documents

(begins on next page)

10 KK

EXHIBIT C

Form of Allonge

(begins on next page)

ALLONGE

THIS ALLONGE is affixed to and made a part of that certain Junior Promissory Note dated May 3, 2011 executed by River Center Investment Fund, LLC in favor of the City of Green Bay ("Green Bay"), in the original principal amount of \$3,500,000.00 dated the date hereof.

PAY TO THE ORDER OF WATERMARK LEVERAGE LENDER, LLC ("WLL") WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT FOR THOSE GIVEN IN THAT CERTAIN LOAN PURCHASE AGREEMENT BETWEEN GREEN BAY AND WLL.

Dated Effective: April __, 2015

CITY OF GREEN BAY

By: _____
Name: _____
Title: _____

ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made and entered into as of April __, 2015 ("Effective Date") by the City of Green Bay ("Assignor"), and Watermark Leverage Lender, LLC, a Wisconsin limited liability company ("Assignee").

Assignor is the owner and holder of a loan ("Loan") evidenced and secured by, among other things, (i) that certain Junior Promissory Note dated May 3, 2011 executed by River Center Investment Fund, LLC, a Missouri limited liability company ("Borrower") in the original amount of \$3,500,000.00 ("Note"), (ii) that certain Junior Loan Agreement dated May 3, 2011 by and between Assignor and Borrower ("Loan Agreement"), and that certain Junior Pledge Agreement dated May 3, 2011 by and between Assignor and Borrower ("Pledge Agreement").

Assignor and Assignee have entered into that certain Loan Purchase Agreement dated as of the Effective Date ("Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to purchase and acquire from Assignor, the Loan, Note, Loan Agreement, Pledge Agreement and all other documents and instruments evidencing, securing, guaranteeing and/or executed or delivered for the benefit of Assignor in connection with the Loan (collectively, the "Loan Documents").

The Parties, in consideration of the above premises and for other good and valuable consideration, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of the right, title, and interest of Assignor in and to the Loan Documents.
2. Assumption. Assignee hereby assumes the rights, duties and obligations of Assignor under the Loan and the Loan Documents from and after the date hereof, except Assignee does not assume the obligations of Assignor under Section 6.8 of the Loan Agreement for events that occurred before the Effective Date.
3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without representation or warranty by Assignor, except as expressly set forth in the Purchase Agreement.
4. Further Documents. Assignor shall endorse and deliver the Note to Assignee and shall execute and deliver to Assignee separate assignments of any of the Loan Documents that have been recorded or filed, in form acceptable for recordation or filing, as applicable. Assignor authorizes Assignee to file an amendment to its UCC financing statements filed with respect to the Loan.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10 00

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

CITY OF GREEN BAY

By: _____
Name: _____
Title: _____

ASSIGNEE:

**WATERMARK LEVERAGE LENDER,
LLC**

By: _____
Print Name: _____
Title: _____

CONSENT

The undersigned consents to this Assignment.

RIVER CENTER INVESTMENT FUND, LLC, a Missouri limited liability company

By: U.S. Bancorp Community Development Corporation, a Minnesota corporation, its Manager

By: _____
Name: _____
Title: _____

RELEASE OF KELLY DENK AND JOHN VETTER JOINT AND SEVERAL GUARANTY

The Redevelopment Authority of the City of Green Bay (the "RDA") and the City of Green Bay, Wisconsin ("City") entered into a Development Agreement (the "Agreement") with River Vision Partnership, LLC (later assumed by River Vision Partnership II, LLC ("RVP")). Pursuant to the Agreement, Kelly Denk and John Vetter (together, "Guarantors"), with others, executed and delivered a joint and several guaranty relating to payment of obligations by the City of certain TIF funding obligations (the "Guaranty").

In consideration of \$23,000 (payable \$10,000 in cash upon the execution of this Release, and delivery of a note from Guarantors for the balance, due in 18 months from the date of delivery with interest at the minimum AFR, and guaranteed by the Developer, with the forms of such note and guaranty to be approved by the City Attorney), the RDA and the City hereby release John Vetter and Kelly Denk, from their obligations under the Guaranty. The RDA and the City do not hereby release any other guarantor under the Guaranty.

Dated this ____ day of April, 2015.

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

Kimberly Flom, Executive Director

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

1088

**RESOLUTION AUTHORIZING REFUND
OF REAL ESTATE TAXES**

April 21, 2015

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 13, 2015, the following real estate taxes shall be refunded:

<u>Parcel Number</u>	<u>Amount</u>
21-176	\$11,486.49

Adopted _____

Approved _____

Mayor

Clerk

bc

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
MILITARY AVENUE BUSINESS ASSOCIATION
MEDIANS IN MILITARY AVENUE
April 21, 2015**

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

To approve the request by Military Avenue Business Association to allow them to contract with a private landscape company to maintain the grass medians in Military Avenue 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

aeb



**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
KS ENERGY SERVICES
CITY OF GREEN BAY SEWER SYSTEM ACCESS
April 21, 2015**

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

To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals 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

aeb

**RESOLUTION APPROVING
AIR RIGHTS EASEMENT
AT SOUTHWEST CORNER OF N ADAMS STREET
AND NORTHLAND AVENUE
RIGHT-OF WAY
March 16, 2015**

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

To approve the request by the Department of Public Works to enter into a Hold Harmless Agreement with Baylake City Center Condominium Association allowing a masonry screening wall to remain and ingress and egress to the Baylake City Center Condominium building at the southwest corner of N Adams Street and Northland Avenue 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

**RESOLUTION APPROVING
AIR RIGHTS EASEMENT
AT S SIDE OF WEISE ST BETWEEN LEO FRIGO WAY
AND N VAN BUREN STREET
RIGHT-OF WAY
March 16, 2015**

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

To approve the request by Zeise Construction (contractor) on behalf of Saint Vincent DePaul Society, District Council of Green Bay, Inc. (owner) to place a retaining wall and railing within the street right-of-way along the south side of Weise Street to accommodate a mid-block pedestrian crossing between Leo Frigo Way and N Van Buren Street 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 CONDITIONAL-USE
APPROVAL AT 938 VELP AVENUE
(ZP 15-07)**

April 21, 2015

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

That pursuant to Zoning Petition 15-07 and the recommendation of the Plan Commission on April 13, 2015; the City of Green Bay authorizes approval of the request for a conditional-use permit to allow self-service storage units within a General Commercial (C1) District located on the following described property at 938 Velp Avenue:

WHITNEY OR LAVENTURE CLAIM PRT OF LOT 4 DESC IN 598
R 229 EX PCL 52 OF TPP 1450-04-21-4.05 (Tax Parcel Number 18-763)

Said conditional-use permit shall be granted subject to the requirements in Ch. 13-1612, Green Bay Municipal Code.

Adopted _____

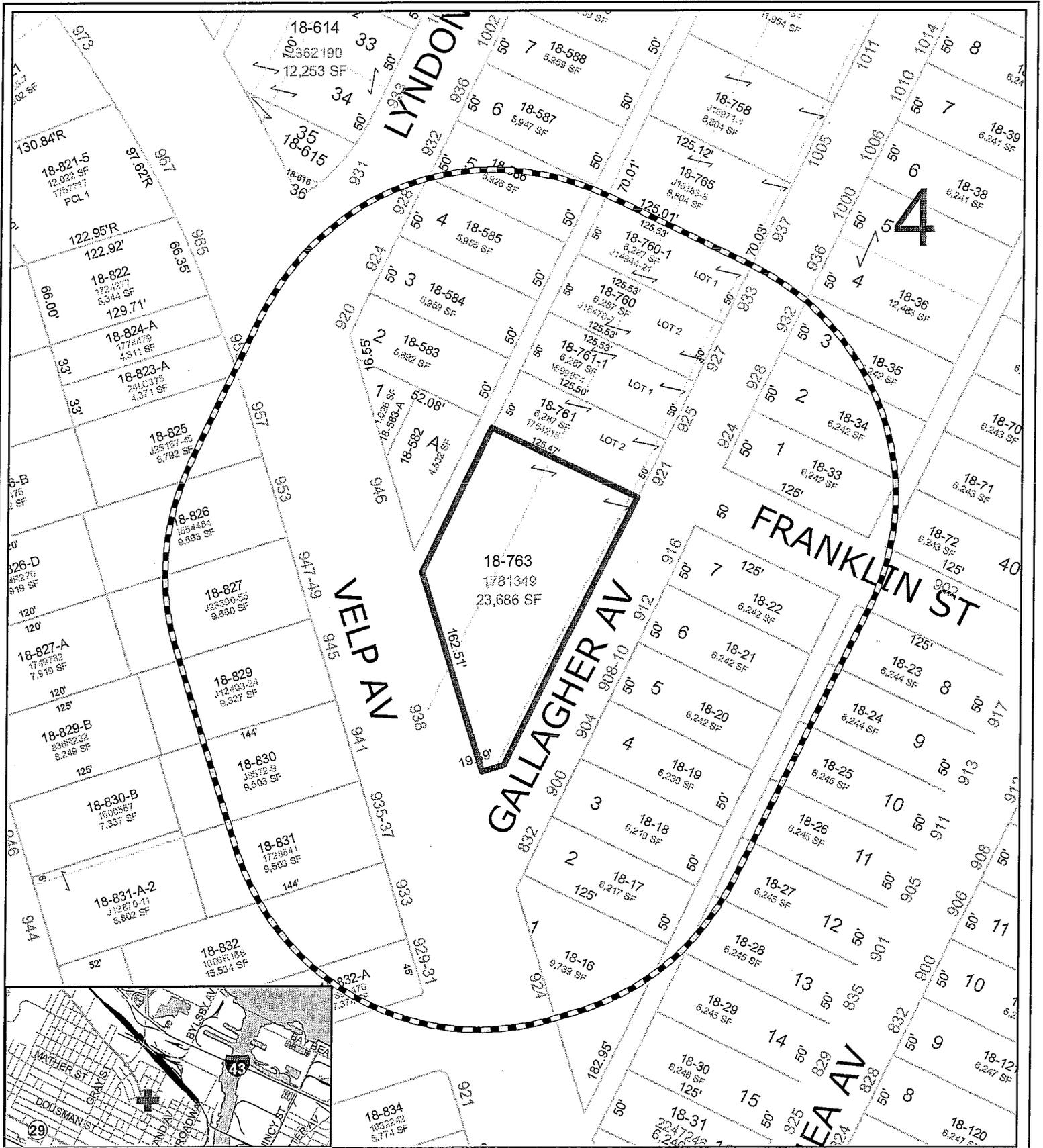
Approved _____

Mayor

Clerk

bc

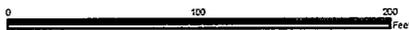
Attachment – Map

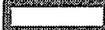


Zoning Petition (ZP 15-07)

Request to authorize a Conditional Use Permit (CUP) for self-service storage units within a General Commercial (C1) District, located at 938 Velp Avenue

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. P.N. April 2015. \Planning\City\ZPMaps\2015\ZP15-07



-  Subject Area
-  200' Notice Area

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**RESOLUTION CHANGING THE NAME
OF SOUTH GREENWOOD AVENUE
(SNC 15-01)**

April 21, 2015

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

That the name of South Greenwood Avenue, between Liberty Street and Victory Boulevard, be changed to South Ashland Avenue Frontage Road.

Adopted _____

Approved _____

Mayor

Clerk

bc

Attachment – Map

**RESOLUTION REGARDING VACATION OF
A PORTION OF UNIMPROVED RIGHT-OF-WAY
BETWEEN EAST CONSERVANCY COURT
AND WEST CONSERVANCY COURT
(SV 15-01)**

April 21, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to all vacated land being attached to the parcel lying northerly of and adjacent to the north line of Conservancy Court.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced condition, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on June 16, 2015, at 7:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted _____

Approved _____

Mayor

Clerk

bc

Attachments (legal description and map)

**LEGAL DESCRIPTION
VACATION OF A PORTION OF
UNIMPROVED RIGHT-OF-WAY
BETWEEN EAST CONSERVANCY COURT
AND WEST CONSERVANCY COURT
(SV 15-01)**

That part of the Conservancy Court right-of-way described in Brown County Document Number 800120 as recorded in Volume 1093 of Records, Page 176, being part of the southwest $\frac{1}{4}$, southwest $\frac{1}{4}$, Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of Lot 4, of the recorded plat of South Branch Estates;

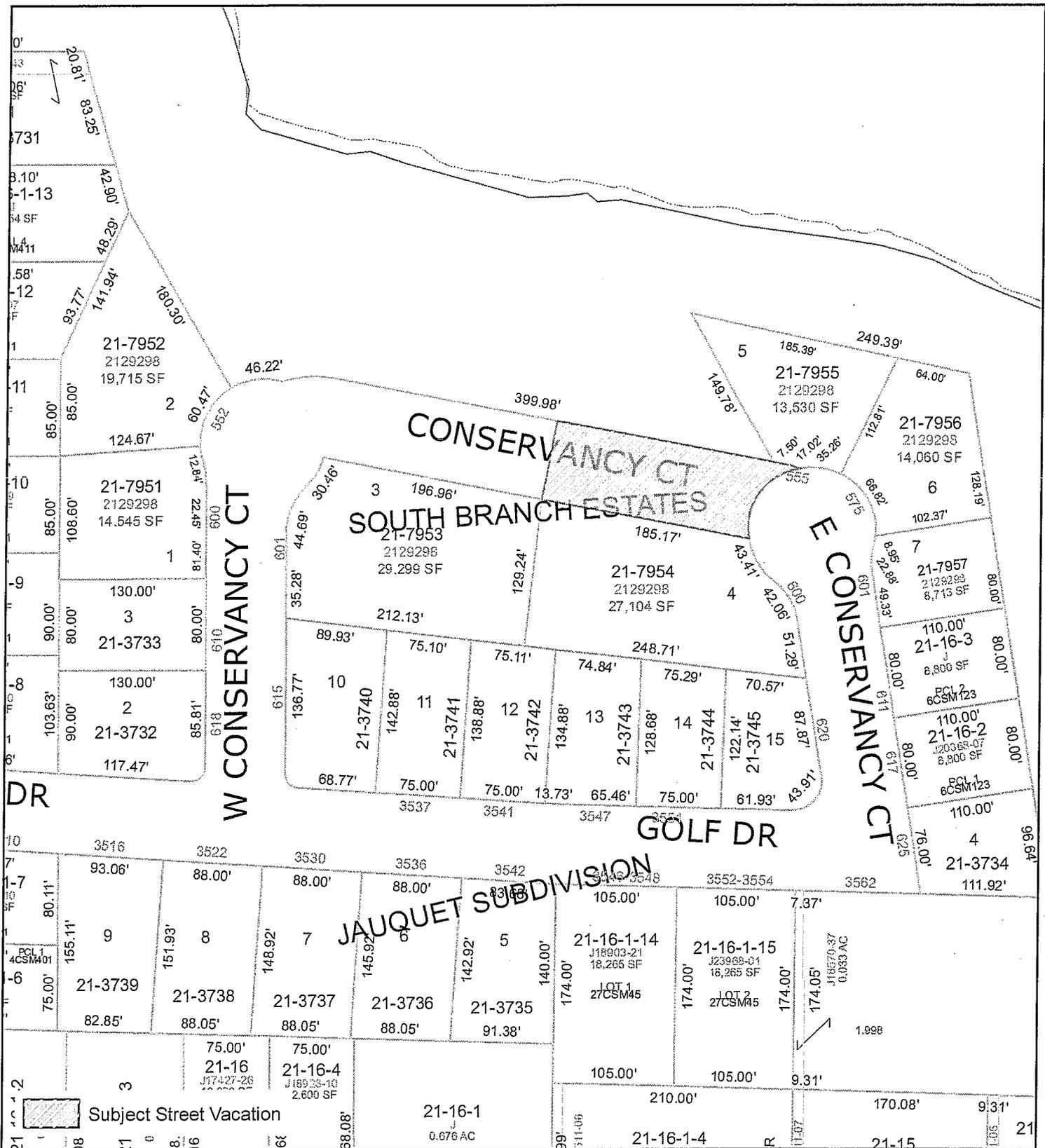
thence S78°-53'-21"E, 185.17 feet, along the north line of said Lot 4, to the northeast corner of said Lot 4;

thence northeasterly along the arc of a 55.00 foot radius curve to the right, 83.28 feet, said curve having a chord which bears N36°-05'-01"E, 75.55 feet, to the south line of Lot 5, South Branch Estates (also being the north right-of-way line of Conservancy Court);

thence northwesterly along said north right-of-way line of Conservancy Court, along the arc of a 95.00 foot radius curve to the left, 17.02 feet, said curve having a chord which bears N73°-45'-27"W, 16.99 feet;

thence continuing along the north line of Conservancy Court, N78°-53'-21"W, 200.14 feet;

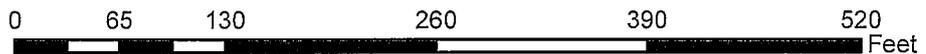
thence S11°-06'-39"W, 70.00 feet, to the point of beginning.



Street Vacation Request (SV 15-01)

Request to vacate the portion of unimproved right-of-way between E. Conservancy Court and W. Conservancy Court

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. SJH March 2015



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GENERAL ORDINANCE NO. 8-15

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zone:

BORNEMANN STREET, west side, from a point 185 feet north of Mills Street to a point 140 feet south of Brook Street

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following 15-MINUTE LOADING DELIVERY ONLY zone:

BROADWAY, east side, from a point 180 feet north of Dousman Street to a point 270 feet north of Dousman Street

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zone:

BROADWAY, east side, from a point 270 feet north of Dousman Street to a point 335 feet north of Dousman Street

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

BROADWAY, east side, from a point 180 feet north of Dousman Street to a point 335 feet north of Dousman Street

GARY LANE, both sides, from a point 180 feet east of Fellows Drive to its easterly terminus

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

SECTION 6. 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

bc

04/21/15

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PLANNING ORDINANCE NO. 1-15

**AN ORDINANCE
AMENDING THE OFFICIAL MAP
OF THE CITY OF GREEN BAY TO
APPROVE A PLAT OF RIGHT-OF-WAY
FOR A SEWER EASEMENT, FROM
FRANZ AVENUE TO BAIRD'S CREEK
(ROW 15-01)**

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by approving a Plat of Right-of-Way for a sewer easement, from Franz Avenue to Baird's Creek, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, 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

bc

Attachments – Legal Description and Map

04/21/15

i:\legislative\council 2015\04212015\law\po 1-15 - amend official map approving plat of right-of-way for sewer easement, franz ave to baird's creek.docx

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**DESCRIPTION OF SEWER EASEMENT REQUIRED
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 1 GRANTOR: Spencer J Kilp
 GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation
 INTEREST REQUIRED: Temporary Limited Easement for Equipment
Access,

Storage of Materials and Grading.

That part of Lot A, according to the recorded Hagemester's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, lying northerly of the following described line, excepting that part required as a Permanent Limited Easement for Storm Sewer Construction, Maintenance and Repair;

Commencing at the southeast corner of said Lot A, Hagemester's Referee Plat;
thence N89°-41'-00"W, 4.00 feet, along said north right-of-way line of Franz Avenue;
thence N00°-19'-00"E, 222.50 feet, to the start of said described line;
thence N45°-01'-00"W, 77.02 feet, to the west line of said Document Number 2203901,
and the end of said described line.

Parcel contains 2066 square feet of land more or less.

Part of tax parcel number 21-1950.

**DESCRIPTION OF SEWER EASEMENT REQUIRED
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 2 GRANTOR: Ruben Mosqueda
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation
INTEREST REQUIRED: Permanent Limited Easement for Storm Sewer
Construction, Maintenance and Repair.

The westerly 12.0 feet of Lot 1, according to the recorded Subdivision of Tract B, Hagemeister's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.

Parcel contains 2698 square feet of land more or less.

Part of tax parcel number 21-1950.

**DESCRIPTION OF SEWER EASEMENT REQUIRED
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 2 GRANTOR: Ruben Mosqueda
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation
INTEREST REQUIRED: Temporary Limited Easement for Equipment
Access.

Storage of Materials and Grading.

That part of Lot 1, according to the recorded Subdivision of Tract B, Hagemeister's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, described as follows: Commencing at the southwest corner of said Lot 1, Subdivision of Tract B Hagemeister's Referee Plat;

thence N55°-47'-48"E, 14.56 feet along the south line of said Lot 1;

thence N00°-19'-00"E, 22.39 feet, to the point of beginning;

thence continuing N00°-19'-00"E, 115.89 feet;

thence N46°-39'-42"E, 125.46 feet;

thence N26°-52'-46"E, 120.97 feet to the southerly right-of-way line of Main Street;

thence southeasterly along the arc of a 618.27 foot radius curve to the right, 105.55 feet, said curve having a chord which bears S52°-31'-14"E, 105.42 feet, along said southerly right-of-way line of Main Street;

thence S54°-56'-31"W, 257.65 feet;

thence S34°-00'-56"E, 67.11 feet;

thence S53°-28'-45"W, 70.78 feet, to the point of beginning.

Parcel contains 17140 square feet of land more or less.

Part of tax parcel number 21-1950.



**DESCRIPTION OF SEWER EASEMENT REQUIRED
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 4 GRANTOR: Tedford Enterprises, LLC
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation
INTEREST REQUIRED: Temporary Limited Easement for Equipment
Access,

Storage of Materials and Directional Boring.

That part of Lots 16 through 21, Newhall's Addition, and that part of the southwest ¼, Section 32, Township 24 North, Range 21 East, City of green Bay, Brown County, Wisconsin described as follows:

Commencing at the southwest corner of said Lot 21, Newhall's Addition;

thence S89°-54'-11"E, 24.12 feet, along the south line of said Lot 21, to the point of beginning;

thence N00°-10'-27"E, 224.92 feet;

thence N64°-16'-21"E, 123.11 feet;

thence S28°-19'-49"W, 36.96 feet;

thence S23°-53'-49"W, 35.80 feet;

thence S22°-43'-49"W, 71.60 feet;

thence S58°-41'-37"E, 11.54 feet;

thence S00°-00'-00"E, 67.79 feet;

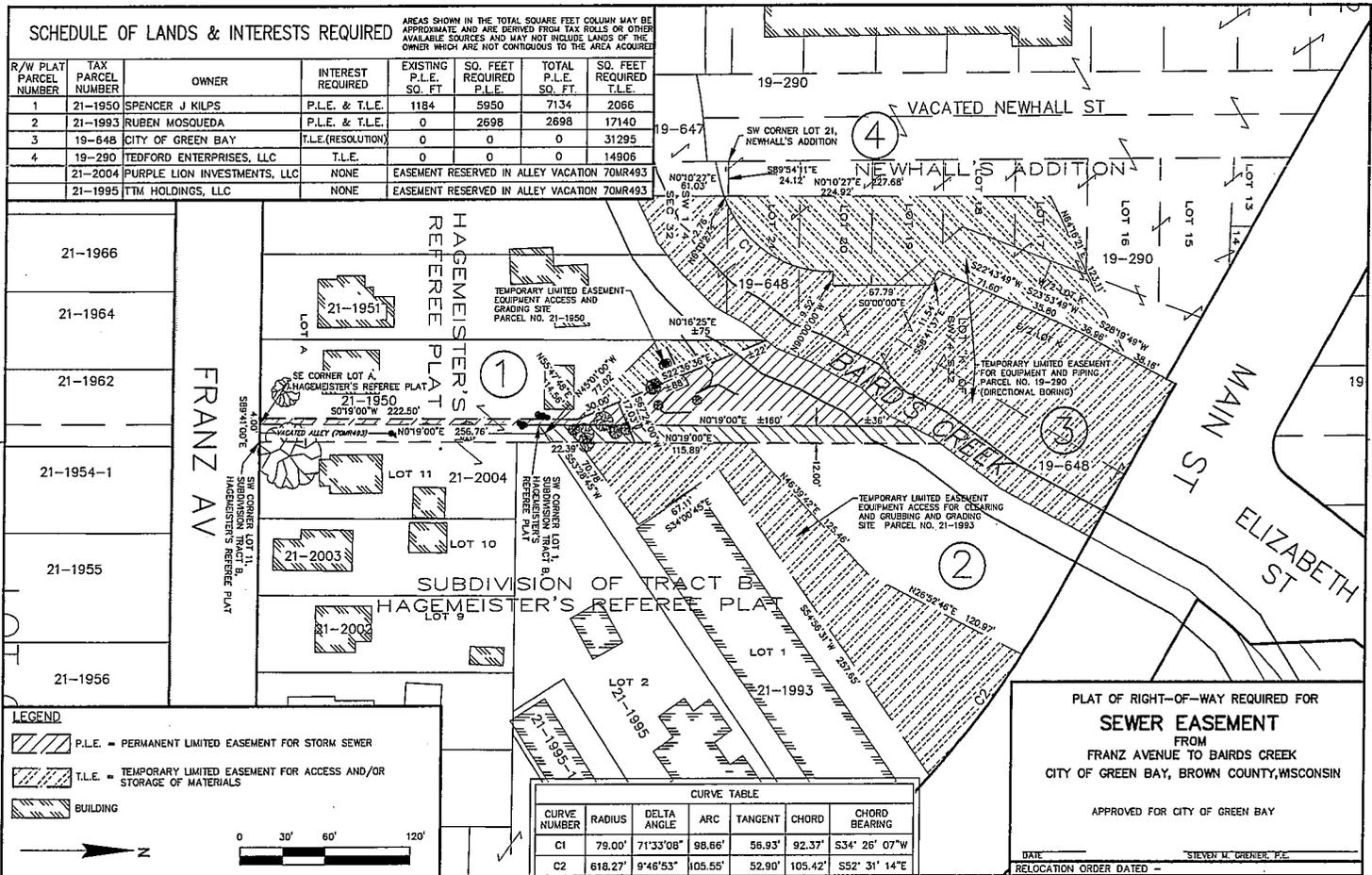
thence N90°-00'-00"W, 9.52 feet;

thence southwesterly along the arc of a 79.00 foot radius curve to the right, 98.66 feet, said curve having a chord which bears S34°-26'-07"W, 92.37 feet;

thence N00°-10'-27"E, 2.76 feet, to the point of beginning.

Part of tax parcel number 19-647.

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