



MINUTES OF THE COMMON COUNCIL

TUESDAY, DECEMBER 1, 2015, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, Interim City Attorney Tony Wachewicz. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, D. Nennig, J. Moore, R. Scannell, C. Wery, M. Steuer, B. Danzinger, T. Sladek. Excused: None. Tardy: G. Zima.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Scannell to approve the minutes of the November 10, 2015, meeting. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to approve the agenda. Motion carried.

REPORT BY THE MAYOR

The Mayor announced that Andrew Smith has been offered the job as Green Bay's new Police Chief.

On December 17, at 5:00 P.M., there will be a community discussion on the excess Packer tax, more details will follow.

The 2016 Council calendar was distributed. The next meeting will be on December 15 and the only meeting in January will be on Monday, January 18.

PUBLIC HEARING

Zoning Ordinance No. 10-15

An ordinance rezoning property located in the 1200 block of South Webster Avenue from Low Density (R1) District to Varied Density Residential (R3) District.

No one appeared.

Moved by Ald. Scannell, seconded by Ald. Wery to suspend the rules for the purpose of adopting the ordinance. Motion carried.

RECOGNITION

Plaques with proclamations were presented to the newly formed Western Corridor Neighborhood Association and the Whitney Park Neighborhood Association.

PETITIONS & COMMUNICATIONS

FINANCE COMMITTEE

Request by Ald. Tim DeWane to review Green Bay Housing Authority's tax exempt status and its past history as a whole.

LEGAL AND MAYOR'S OFFICE

Request by Ald. Moore to draft a resolution showing support for SB 340, restoration of the recycling grant and that the Mayor's Office lobby support for this bill with local State representatives and other municipal leaders.

PROTECTION & WELFARE COMMITTEE

Appeal by Michael L. Andrews to the denial of his Public Vehicle Operator License application.

Notice of the change of agent for Apple Hospitality Group, LLC, (Applebee's Neighborhood Grill & Bar), 2420 E. Mason Street.

Request by Ald. Wery and Nicholson that the City of Green Bay create its own campaign finance ordinance.

REDEVELOPMENT AUTHORITY

Request by Ald. Zima that the Authority consider using Neighborhood Enhancement Funds to purchase and remove the 4-family property at 512 S. Ashland Avenue.

Request by Ald. Moore for an added amendment to the Authenticity Plan for the Baylake Bank property that the loan guarantee by the City is considered and the City is to be made whole on any future development of the parcel.

TRAFFIC COMMISSION

Request by Ald. Thomas DeWane to put four-way stop signs on Hillside Lane and Bader Street.

Request by Ald. Wery to move the "2-hour parking" signs in the 800-900 block of Ridge Road further south to Hickory Hill Drive.

Request by Ald. Wery to flip "yield" sign directions at Spence/Thorndale.

Moved by Ald. Scannell, seconded by Ald. Tim DeWane to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING December 1, 2015

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

1. To request Plan Commission to amend parcel 21-171-2 from Entertainment District to Light Manufacturing.
2. To direct staff to prepare and apply for the Brownfields Revolving Loan Fund Grant from the U.S. Environmental Protection Agency.
3. To direct staff to work with the Historic Preservation Commission and DDL Holdings, LLC and report back to EDA.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report with the exception of Item #1. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt Item #1 and in the future to put a description when listing a parcel. Motion carried.

REPORT OF THE GREEN BAY PLAN COMMISSION December 1, 2015

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

1. To continue working on the request by Ald. C. Wery to amend the Comprehensive Plan to create a "Stadium Entertainment District" bordered by Ashland Avenue, Lombardi Avenue, Holmgren Way, and the border with Ashwaubenon and bring a progress report back to the Plan Commission in 3 months.
2. ~~To receive and place on file~~ **To work on** the request by Ald. C. Wery to create "overlay zoning" for the "Stadium Entertainment District" to specifically exclude adult entertainment establishments.
3. A motion to approve the request to authorize a Conditional Use Permit (CUP) for a Transient Residential use located at 1074 Langlade Avenue (a.k.a. 1074-1076 Langlade Avenue) failed on a 2 – 2 vote. Therefore, there is no recommendation on this request.
4. To amend the previously approved Planned Unit Development (PUD) for Grand Central Station to modify monument signage standards located at 1593 East Mason Street with the condition that staff is to draft an amended PUD and the review and approval by the City's Traffic Engineer.
5. To declare City owned property located at the corner of S. Monroe Avenue and Mason Street as "city surplus", subject to the following conditions:
 - a. The City of Green Bay shall retain a permanent limited easement for any traffic signal control and street lighting equipment that exists on the parcel.
 - b. The City of Green Bay shall retain an easement for existing storm sewer.
 - c. No vehicular access to a public street shall be allowed from area declared surplus.
 - d. All environmental liability shall be the requestor's responsibility.
 - e. The City of Green Bay Water Utility shall retain an easement for an active water main that exists on the parcel.
6. To discontinue an already partially discontinued 6 ft. utility easement located at 1923-1935 Main Street.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the report with the exception of Items #2 and #3. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #2.

Moved by Ald. Wery, seconded by Ald. Thomas DeWane to amend Item #2 by deleting "To receive and place on file" and replacing it with "To work on". Motion carried.

Moved by Ald. Wery, seconded by Ald. Moore to adopt Item #2 as amended.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt Item #3.

Moved by Ald. Wery, seconded by Ald. Moore to approve the request.

Moved by Ald. Nennig, seconded by Ald. Wiezbiskie to refer Item #3 back.

Roll call: Ayes: Wiezbiskie, Nennig, Scannell. Noes: Thomas DeWane, Nicholson, Tim DeWane, Moore, Wery, Zima, Steuer, Danzinger, Sladek. Motion failed.

A vote was then taken on the motion to approve the request. Motion carried.

Moved by Ald. Wery, seconded by Ald. Moore to suspend the rules for the purpose of adopting the resolution. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY December 1, 2015

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

1. To approve the Second Amendment to Washington Square Development Agreement, subject to minor legal and technical amendments (copy attached).
2. To approve the Continuing Guaranty (Limited) to the Bank of Luxemburg, subject to minor legal and technical amendments (copy attached).
3. To approve term sheet and authorize staff to draft Development Agreement for Pete's Garage, 100 Block N. Broadway, Parcel 4-154 (copy attached).

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT**

This Second Amendment to Development Agreement (“Amendment”) is made as of October 29, 2015 by and between the City of Green Bay (“City”), the Redevelopment Authority of the City of Green Bay (“RDA”), and Washington Square Green Bay, LLC, (“Developer”).

RECITALS:

A. WHEREAS, the RDA, City and Developer entered into a Development Agreement (“Development Agreement”) dated as of December 17, 1998, and First Amendment to the Development Agreement dated as of September 22, 2005.

B. WHEREAS, the RDA, City and Developer desire to amend the Development Agreement to extend the term to generate for increment for the Tax Increment District as set forth in this Amendment.

AGREEMENTS:

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

1. Term. The date “2019” in Section V.C.2., V.C.3., and Section VI. of the First Amendment to the Development Agreement is deleted and the date “2025” is inserted in its place. The date “December 31, 2019” in Section VI. of the First Amendment to the Development Agreement is deleted and the date “December 31, 2025” is inserted in its place.

2. Amendment. Except as set forth in this Amendment, the Development Agreement and First Amendment to the Development Agreement remain as executed and are in full force and effect.

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

4. Consent to Assignment. RDA and City hereby approve and consent to the Assignment and acknowledge and agree that the Assignment complies with the terms of Section XXX of the Development Agreement.

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

[SIGNATURE PAGE FOLLOWS]

SLC-7706400-2

RESOLUTION NO. 646

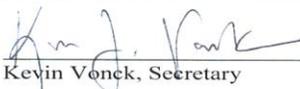
RESOLUTION OF THE REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY, WISCONSIN,
RECOMMENDING APPROVAL OF A CONTINUING
GUARANTY (LIMITED) FOR THE
BAYLAKE CITY CENTER CONDOMINIUM PROJECT

BY THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, RESOLVED:

That the Redevelopment Authority of the City of Green Bay, Wisconsin, recommends the Common Council approve the attached Continuing Guaranty (Limited) from the City to the Bank of Luxemburg for the Baylake City Center Condominium Project. Said approval is subject to minor legal and technical amendments deemed necessary by the City Attorney.

BY: 
Harry Maier, Chairman

APPROVED: 11-10-15

ATTEST: 
Kevin Vonck, Secretary

bc
Attachment

CONTINUING GUARANTY (LIMITED)

THIS CONTINUING GUARANTY (LIMITED) (the "Guaranty"), dated as of _____, 2015, is given by the City of Green Bay, Wisconsin (the "Guarantor") to BANK OF LUXEMBURG (the "Lender").

RECITALS

The Guarantor acknowledges the following:

A. HCW LLC, a Wisconsin limited liability company (the "Borrower"), has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to \$4,400,000.00 (the "Loan") for purposes of refinancing the existing indebtedness owed by Borrower to (a) the Guarantor and (b) Fox Communities Credit Union.

B. The Loan will be evidenced by that certain Loan Agreement of even date herewith by and between Borrower, ("Business Loan Agreement"), and that certain Commercial Promissory Note of

even date herewith in the original principal amount of \$4,400,000.00 made by Borrower in favor of Lender ("Note"), and will be secured by a Mortgage and Commercial Security Agreement on certain real estate owned by Borrower (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") with respect to the aforementioned real estate. The Business Loan Agreement, the Note, the Mortgage, and all other documents or instruments executed by the Borrower in connection with the Loan, all as amended, modified and supplemented from time to time, are referred to as the "Loan Documents".

C. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.

D. Guarantor shall benefit from Lender extending the Loan to Borrower and, therefore, is willing to execute this Guaranty.

AGREEMENTS

In consideration of the Recitals, and in order to induce the Lender to make the Loan, the Guarantor, intending to be legally bound, agrees as follows:

1. Guaranty. The Guarantor, subject to the limitations set forth in Section 2 below, absolutely, irrevocably and unconditionally guarantees payment of and performance of, and promises to pay or cause to be paid to the Lender when due whether at the maturity date, or by acceleration or otherwise or, to the extent not prohibited by law, at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following (the "Obligations"): (a) the repayment by the Borrower of the Loan as evidenced by the Note and any extensions, renewals, refinancings or modifications of, or substitutes or replacements for, the Loan or the Note; (b) the amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law with respect to the Note; (c) the performance by Borrower of all of its obligations under the Loan Documents with respect to the Note; and (d) all costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by the Lender in enforcing any of the terms, 2

covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations (“Costs of Collection”). This is a guaranty of payment and not of collection.

2. Limitations. The amount of liability under this Guaranty is limited to \$2,500,000.00, plus Costs of Collection to the extent not prohibited by law, and the foregoing amount of limited liability under this Guaranty shall not be reduced based on a reduction in the amount of Obligations outstanding from time to time unless the amount of outstanding Obligations is less than the amount of limited liability.

3. Duration of Guaranty. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Obligations shall not affect the liability of Guarantor under this Guaranty. (Shouldn't the City be covered in some way that we don't allow them to release the primary borrowers?)

4. Application of Monies. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments, may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.

5. Guarantor Not Released. The Lender may, without notice to or the consent of the Guarantor at any time and from time to time, without affecting the liability of the Guarantor hereunder (a) amend or consent to any amendment to any provision of any Loan Document, including without limitation, any change in the interest rate therein or any change in the time or manner of any payment required thereunder; (b) make or consent to any agreement for the extension, renewal, payment, compounding, compromise, discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof; (c) release or discharge the Borrower by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the Obligations to the Lender; (d) release, substitute or add any one or more guarantors; (e) accept additional security or collateral for the Obligations; (f) settle or compromise the amount due or owing or claimed to be due or owing; (g) surrender, release or impair any collateral given as security for the Obligations; (h) fail to perfect its security interest in or realize upon any collateral given as security for the Obligations; and (i) fail to realize upon any of the Obligations or to proceed against the Borrower or any other guarantor. Credit may be granted or continued from time to time by the Lender to the Borrower without notice to or the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation.

6. Default and Remedies. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty and shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor whether or not the Borrower or any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full. 3

The Guarantor's liability hereunder is independent of the obligations of the Borrower and any other guaranties at any time in effect with respect to the Obligations and may be enforced regardless of the existence, validity, enforcement or nonenforcement of any such other guaranties. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender and without the necessity at any time of bringing action against the Borrower or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.

7. No Reliances. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor hereby agrees that the Lender may, with Guarantor's prior written approval in each instance, which shall not be unreasonably withheld, disclose any financial information or other data on the Guarantor that is in the Lender's possession to any participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender, provided, however, Guarantor's consent shall not be required with respect to any compliance or other regulatory review of Lender or its loan files or other books and records.

8. Representations and Warranties. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

8.1 The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.

8.2 This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower. 4

8.3 Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:

8.3.1 constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;

8.3.2 accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;

8.3.3 conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or

8.3.4 conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

9. Waivers. The Guarantor waives, to the full extent permitted by law:

9.1 any defense that may arise by reason of:

9.1.1 the incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;

9.1.2 the failure of the Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of the Borrower, the Guarantor or any other guarantor;

9.1.3 the unenforceability, in whole or in part, of any or all of the Loan Documents; or

9.1.4 any action or inaction by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

9.2 presentment, demand for payment, notice, protest, diligence of collection, nonpayment or nonperformance of any Obligations, notice of discharge, notice of acceptance of this Guaranty and indulgences and notices of any other kind whatsoever;

9.3 any defense based upon an election of remedies by the Lender which destroys or otherwise impairs the subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Borrower or any other guarantor for reimbursement, or both;

9.4 any defense based upon any failure to perfect any security interest in, or the taking of or failure to take any other action with respect to any collateral given to secure the Obligations; 5

9.5 any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower;

9.6 any defense based upon any statute of limitations; or

9.7 any other defenses which the Borrower might have against the Lender.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

10. Subordination of Borrower's Debts To Guarantor. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, and any other indebtedness owed by Borrower to Lender hereafter created. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Loan. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

11. Notices. Any notice or demand given or made under this Guaranty shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered to the intended addressee in person or delivered to an overnight courier service. Notice or demand that is mailed or given to the overnight courier service shall be effective upon its deposit in the United States mails or when given to the overnight courier service. Notice or demand given or made in any other manner shall be effective only if and when received by the addressee. For purposes of notice and demand, the addresses of the parties shall be:

Lender: Bank of Luxemburg

Attn: Garrett R. Jesko, Assistant Vice President

630 Main Street

Luxemburg, WI 54217

Guarantor: City of Green Bay, Wisconsin

Attn: City Attorney 100N. Jefferson Street

Green Bay, WI 54301 6

Any party shall have the right to change its address for notice or demand to any other location within the continental United States by giving 30 days' notice to the other party in the manner set forth herein for giving notices.

12. **Applicable Law, Severability.** This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of any other provision.

13. **No Waiver.** No delay on the part of the Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligations of the Guarantor or of the right of the Lender to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing executed by the Lender nor shall any such waiver be applicable except in the specific instance for which given.

14. **Entire Agreement.** This Guaranty constitutes the entire agreement of the Guarantor and the Lender pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Guarantor and the Lender in connection herewith. This Guaranty may be amended only by a written amendment signed by the Guarantor and the Lender.

15. **Successors and Assigns.** This Guaranty shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Guarantor and the Lender except that the Guarantor's rights and obligations may not be assigned without the prior written consent of the Lender, which consent may be withheld in Lender's sole discretion. Lender may pledge or assign this Guaranty or any of its rights and powers hereunder without notice. As used herein, the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a guarantor.

16. **Waiver of Jury Trial.** THE GUARANTOR, AND THE LENDER BY ACCEPTING DELIVERY OF THIS GUARANTY, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF THE GUARANTOR OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENSION OF CREDIT TO THE BORROWER.

17. **Consent to Jurisdiction.** The Guarantor, and the Lender by accepting delivery of this Guaranty, each agrees to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, the Guarantor agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Wisconsin and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Guarantor by registered mail to or by personal service at the last known address 7

of the Guarantor, whether such address be within or without the jurisdiction of any such court. The Guarantor, and the Lender by accepting delivery of this Guaranty, each consents that venue for any legal proceeding related to enforcement of this Guaranty shall be proper in the Circuit Court of Brown County, Wisconsin.

18. Headings. Headings of the sections of this Guaranty are inserted for convenience only and shall not be deemed to constitute a part hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter general shall be freely interchangeable.

19. Multiple Counterparts. This Guaranty may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of _____, 2015.

GUARANTOR:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____ Title: _____

State of Wisconsin)

: SS

Brown County)

This instrument was acknowledged before me on _____, 2015 by _____, the _____ of the City of Green Bay, Wisconsin.

By: _____

[Seal] Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

Department of Economic Development Kevin J. Vonck, Ph.D., Director
920.448.3395 KevinVo@greenbaywi.gov greenbaywi.gov 100 North Jefferson Street, Room 200, Green Bay, Wisconsin 54301-5026

This list of terms and conditions (herein "TERM SHEET") made as of the ____ day of _____ 2015, by and between the **Redevelopment Authority of the City of Green Bay** (herein "the **RDA**") and **Lorenzen Holdings, LLC** (herein "the **DEVELOPER**"), whereas:

1. This TERM SHEET does not constitute an offer or a legally binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities; and
2. The transactions described in this TERM SHEET are subject to conditions to be set forth in definitive agreements, including, without limitation, a Development Agreement, of which each shall have the standard representations and warranties that are customary in such transactions; and
3. The DEVELOPER must separately follow all applicable entitlement procedures for project site plan, zoning, and design approvals, which are not implied as part of this TERM SHEET; and
4. The RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this TERM SHEET.

The transactions contemplated shall be:

1. DEVELOPER will acquire Tax Parcel 4-154 (100 Block N Broadway)(herein "Project Site"), which includes two (attached) buildings: 1.1. 128 N. Broadway, a three-story structure, approximately 15,000 square feet; and
1.2. 142 N. Broadway, a one-story structure, approximately 13,000 square feet.

2. The 2015 assessed value of the Project Site is \$369,200, which yields approximately \$8,549 in annual property taxes.

3. DEVELOPER will renovate both buildings to accommodate retail uses on the first floor and a combination of office and/or residential uses on the upper floors of 128 N. Broadway. Both parties agree that all proposed future uses shall complement existing uses on adjacent properties and within the overlying zoning district.

4. DEVELOPER will retain exterior architectural features of both buildings to the extent practicable.

5. DEVELOPER estimates investing \$750,000 in hard construction costs for the first phase of renovation, which will focus on 142 N. Broadway. DEVELOPER will demonstrate the ability to obtain financing for the proposed future uses.

6. The proposed development will be located in Tax Increment District Number Five: East and West Downtown (herein "TID 5"): University Avenue, which was created on December 21, 1999, and is scheduled to close on May 15, 2026.

7. The RDA will provide financial support for the project through TID 5 under the following conditions: 7.1. The client shall demonstrate a need for public assistance (the "but for" test) to the RDA; and

7.2. All financial assistance shall be through a post-project reimbursement (i.e. PayGo), to be applied or disbursed on an annual basis; and

7.3. The amount of property value increment for the Project Site for a given year shall equal the assessed value for the Project Site for such year, less the assessed value of the Project Site of the year in which the Development Agreement was executed; and

7.4. The amount of financial assistance in any given year shall not exceed fifty percent (50%) of the property taxes levied on the property value increment for the Project Site; and

7.5. The period over which the financial assistance shall be applied or disbursed shall not exceed eight (8) years; and

7.6. DEVELOPER understands that the RDA shall approve any final design plans as a condition of receiving any financial assistance from the RDA; and

7.7. Any financial assistance from the RDA is intended to offset all project costs, including construction, infrastructure relocation, and street improvements.

8. The parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by May 1, 2016, which shall be subject to the approval of the RDA.

IN WITNESS WHEREOF, this TERM SHEET has been duly executed as of the date first above written.
Redevelopment Authority of the City of Green Bay

Harry Maier, Chair

Kevin J. Vonck, Executive Director
Lorenzen Holdings, LLC

Signature

Print Name and Title

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the report with the exception of Items #2 and #3. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt Item #2.

Moved by Ald. Nicholson, seconded by Ald. Zima to refer Item #2 back to the Authority.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Scannell, Wery, Zima, Steuer, Sladek. Noes: Moore, Danzinger. Motion carried.

Moved by Ald. Zima, seconded by Ald. Thomas DeWane to adopt Item #3. Motion carried.

REPORT OF THE TRAFFIC COMMISSION December 1, 2015

The Traffic Commission having met Monday, November 16, 2015, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the report by the Police Department of the 2015 3rd quarter serious injury and fatality crashes.
2. To receive and place on file the request to provide a crosswalk at Nicolet Drive Trail going into park area/parking by Lambeau Cottage at UWGB.

3. That Ald. Tom De Wane contact both Ald. Wiezbiskie and County Supervisor Tom Sieber regarding the request to provide a crosswalk at Nicolet Drive Trail going into park area/parking by Lambeau Cottage at UWGB.
4. To receive and place on file the request to reconsider using the "Stop for Pedestrians within Crosswalk" signs within the City.
5. To receive and place on file the request to review traffic calming options on East Shore Drive, with possible action.
6. To refer to staff to repaint the bike lane symbols on East Shore Drive in the Spring of 2016.
7. To refer to staff for a speed study of West Point Road from South Point Road to Packerland Drive.
8. To refer to staff for study for a possible 4-WAY STOP condition at the intersection of Parkwood Drive and South Point Road with the report presented at the next Traffic Commission meeting.
9. To refer to DPW staff for a sidewalk study on South Point Road from Cormier Road to Hazelwood Lane with the report presented at the next Traffic Commission meeting.
10. To refer to the Police Department for speed enforcement on South Point Road from Cormier Road to Hazelwood Lane.
11. To refer to the Police Department for enforcement of §29.303, Heavy Traffic Routes, along South Point Road from Cormier Road to Hazelwood Lane.
12. To receive and place on file the request to establish a 2-WAY STOP condition on Remington Road at Browning Road.
13. To refer to staff for an ALL-WAY STOP study at Deer Trail and Remington Road.
14. To establish a RIGHT-TURN ONLY condition on northbound Danz Avenue at Deer Trail.
15. To receive and place on file the construction of speed bumps on various streets in the Deer Trail neighborhood.
16. To adopt by ordinance the removal of the 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on both sides of Newberry Avenue from Reimer Street to Huth Street.

17. To establish and adopt by ordinance a 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Newberry Avenue from a point 150 feet west of Huth Street to Huth Street.
18. To rescind the request to establish a 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on the south side of Newberry Avenue from Reimer Street to Huth Street.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE December 1, 2015

The Personnel Committee, having met on Monday, November 23, 2015 considered all matters on its agenda and reports and recommends the following:

1. To have staff proceed as discussed in closed session with Police labor negotiations.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report. Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT December 1, 2015

The Protection & Welfare Committee, having met on Monday, November 16, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for a "Class A" Liquor and Class "A" Beverage License by Grand Central, LLC at 1593 E. Mason Street with the approval of the proper authorities.
2. To approve the appeal by Jamie Arcand to the denial of his Operator License application, contingent upon approval from his probation officer being submitted to the City Attorney's Office.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt the report. Motion carried.

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

December 1, 2015

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted, pending approval by the Green Bay Police Department.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Bohmer, Christina L
Cunningham, Tanya M
Dahlke, Michelle D
Daubner, Lisa I
Ellsworth, Charity A
Farber, Kathleen A
Fogarty, Thomas J
Greer, Madeline R
Jenerson, Darren K
Koeppen, Gregg J
Kraeger, Adam J
Maedke, Scott R
Marohl, David J
Maulick, Melanie R
Mommaerts, Erin M
Nowell, Johnny B
Rahn, Paula J
Sabah, Sarah L
Servais, Kaciey L
Sheldon, Deanna M
Stewart, David J
Warden, Jason J

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report. Motion carried with Ald. Danzinger abstaining.

RECEIVE & PLACE ON FILE

Check Reconciliation Register for September and October, 2015.

Account Trial Balance for October, 2015.

Municipal Court Report for October, 2015.

Moved by Ald. Scannell, seconded by Ald. Moore to receive the matters and place them on file. Motion carried.

RESOLUTIONS

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting all of the resolutions, with the exception of the conditional-use approval, with one roll call vote. Motion carried.

**FINAL PAYMENTS RESOLUTION
DECEMBER 1, 2015**

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

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

1. FIRE STATION #2 REROOF	
Northern Metal & Roofing Co., Inc.	
TOTAL AMOUNT EARNED:	\$ 119,040.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 119,040.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 113,658.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 5,382.00

ACCOUNT NUMBERS

**4174120-55201-41133: \$5,382.00
PO #1400019**

Adopted December 1, 2015

Approved December 2, 2015

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the resolution.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING
RELEASE OF EASEMENT RIGHTS
ACROSS 1923 – 1935 MAIN STREET
(ED 15-02)**

December 1. 2015

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

That the Mayor is hereby authorized to release the City's rights to 6-foot utility easement across 1923 – 1935 Main Street (Parcel Number 21-1323-1) as depicted on the attached map.

Adopted December 1, 2015

Approved December 2, 2015

James J. Schmitt
Mayor

Kris A. Teske
Clerk

DESCRIPTION OF 6 FOOT UTILITY EASEMENT TO BE DISCONTINUED
ACROSS 1923-1935 MAIN STREET (ED 15-02)

That part of Lot 1 of Brown County Certified Survey Map Number 8266 as filed in Volume 57 of Certified Survey Maps, Page 357, (being part of Lot 43, First Addition to St. Bernard Heights, subdivision), City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 42, First Addition to St. Bernard Heights (also being a point on the east line of said Lot 1 of Certified Survey map Number 8266); thence N63°-11'-30"W, 6.00 feet along the south line of said Lot 43, to the point of beginning;

thence continuing N63°-11'-30"W, 64.00 feet along the south line of said Lot 43, to the southwest corner of said Lot 43;

thence N26°-38'-30"E, 6.00 feet along the west line of said Lot 43;

thence S63°-11'-30"E, 64.00;

thence S26°-38'-30"W, 6.00 feet, to the point of beginning;

<u>Parcel affected</u>	<u>Name and address of owner</u>
21-1323-1	Green Bay C, LLC 1726 N Ballard Road Appleton, WI 54911-2444

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION CALLING ON GOVERNOR WALKER AND THE WISCONSIN STATE
LEGISLATURE TO PASS LEGISLATION TO END ADVERSE POSSESSION CLAIMS
AGAINST PUBLIC LANDS.**

DECEMBER 1, 2015

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

Whereas, adverse possession is an ancient legal doctrine that allows a person occupying another's land to obtain title to that land if certain requirements are met, and

Whereas, adverse possession is not allowable against the property of the United States, or against the property of most other States and their subunits, and

Whereas, 1998 the legislature passed a bill intended to end adverse possession of all publicly owned land, but a late amendment had the effect of expanding the scope of public land subject to adverse possession;

Whereas, unless the current laws change, on April 29, 2018 adverse possession claims can be made against most public lands, including roads, if the claim is founded on a "continuously maintained fence line which has been mutually agreed upon", and

Whereas, the courts have found that routine governments actions, such as mowing and maintenance adjacent to a fence line can constitute "mutual agreement," and

Whereas, hedge lines, retaining walls, out buildings and sheds could likely be found to be "fence lines" for the purpose of claiming adverse possession, and

Whereas, to preserve the public's parks and roadways governmental agencies will be forced to identify and remove property owners' encroachments, even if the encroachment poses no immediate threat to the public's use of the land, and

Whereas, the cost just to survey and identify encroachments on all public lands is enormous, and would need to be repeated regularly to identify new encroachments; and

Whereas, the cost and scope of this work would be burdensome both for governmental entities and for property owners.

Now Therefore Be It Resolved, that the City of Green Bay hereby supports the adoption of Wisconsin Assembly Bill 459 and Senate Bill 314 which, in line with the vast majority of other states, will end most adverse possession claims against public lands.

Adopted December 1, 2015

Approved December 2, 2015

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1074 LANGLADE AVENUE
(A/K/A 1074 – 1076 LANGLADE AVENUE)
(ZP 15-22)**

December 1, 2015

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

That, pursuant to Zoning Petition 15-22, the City of Green Bay does authorize a conditional-use permit for a Transient Residential Use located on the following described property at 1074 Langlade Avenue (a/k/a 1074 – 1076 Langlade Avenue):

BELANGER SUBD PART OF LOT 62 TANKS SUBD OF PC 2 TO
9 LOT 6 BLK 2 (Parcel Number 1-1596)

Said conditional-use permit shall be granted subject to:

a. Compliance with the development standards found in Sec. 13-1602(j), Green Bay Municipal Code.

b. The conditional-use permit shall expire if the applicant no longer resides at 1076 Langlade Avenue.

Adopted December 1, 2015

Approved December 2, 2015

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Wery, seconded by Ald. Moore to adopt the resolution.
Roll call: Ayes: Thomas DeWane, Nicholson, Tim DeWane, Moore, Wery, Zima, Steuer, Danzinger, Sladek. Noes: Wiezbiskie, Nennig, Scannell. Motion carried.

**RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT,
ASPHALT PAVEMENT OR ASPHALT RESURFACING
December 1, 2015**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

RESURFACING 1-15

**FRANZ AVENUE – Main Street to west end
ARGONNE DRIVE – Ninth Street to Biemeret Street
ARGONNE DRIVE – Biemeret Street to Kennedy
Drive
ARGONNE DRIVE – Kennedy Drive to cul-de-sac
south
LANGLADE AVENUE – Briquelet Street to Military
Avenue**

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted December 1, 2015

Approved December 2, 2015

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the resolution.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ORDINANCES – FIRST READING

GENERAL ORDINANCE NO. 23-15

AN ORDINANCE AMENDING SECTION 9.21, GREEN BAY MUNICIPAL CODE, RIGHT-OF-WAY EXCAVATION AND OCCUPANCY

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

SECTION 1. Section 9.21(2)(a), Green Bay Municipal Code, is amended as follows:

(2) EXCAVATION PERMIT.

(a) Permit Required. No cut, excavation, or service connection shall be made in any right-of-way unless a permit therefore is obtained from the Director. **The provisions of this section shall not apply to the construction or replacement of public sidewalks.**

SECTION 2. Section 9.21(7), Green Bay Municipal Code, is created as follows:

(7) The provisions of this section shall also apply to recorded easements held by the City whenever and wherever the term “right-of-way” is used herein.

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

SECTION 4. 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

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 24-15

AN ORDINANCE DELETING SECTION 15.66, GREEN BAY MUNICIPAL CODE, MOVING OF BUILDINGS, AND REPLACING IT AS SECTION 9.265, GREEN BAY MUNICIPAL CODE, TRANSPORT OF LOADS EXCEEDING STATUTORY SIZE OR LOAD LIMITS

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

SECTION 1. Section 15.66, Green Bay Municipal Code, Moving of Buildings, is deleted and replaced by Section 9.265, Green Bay Municipal Code, Transport of Loads Exceeding Statutory Size or Load Limits, as follows:

~~15.66 MOVING OF BUILDINGS.~~

9.265 TRANSPORT OF LOADS EXCEEDING STATUTORY SIZE OR LOAD LIMITS.

(1) Before a permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** is granted by the Building Inspection Department, the party applying therefor shall have a completed "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" signed by the Director of Public Works and other officers in charge of maintenance for movement on highways and streets in their respective jurisdictions in accordance with Ch. 348, Wis. Stats. The "Single Trip Permit Application" shall be submitted to the Director of Public Works 48 hours prior to

applying for a permit to move a building from the Building Inspector **transporting said load.**

(2) BOND REQUIRED. The party applying to ~~move the building~~ **transport any load exceeding statutory size or load limits** shall file with the City Insurance Administrator a surety bond in the sum of \$5,000, which bond shall indemnify the City for any costs and expenses which may accrue against the City as a result of granting such permit.

(3) CERTIFICATE OF INSURANCE REQUIRED. No permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** shall be granted until the applicant files a certificate of insurance with the City Clerk giving evidence of liability insurance in the following amounts:

(a) Public Liability.

- | | | |
|----|-----------------|--|
| 1. | Bodily Injury | \$1,000,000 each occurrence
\$1,000,000 aggregate |
| 2. | Property Damage | \$ 500,000 each occurrence
\$ 500,000 aggregate |

(b) Auto Liability.

- | | | |
|----|-----------------|--|
| 1. | Bodily Injury | \$ 100,000 each occurrence
\$ 300,000 aggregate |
| 2. | Property Damage | \$ 100,000 each occurrence |

(c) Both Public Liability and Auto Liability insurance coverages are required in addition to the \$5,000 bond in sub. (2).

(d) The applicant shall agree to indemnify and hold the City harmless from all liability arising out of the job. Such insurance shall not be cancelled or reduced without 30 days prior written notice thereof to the City Clerk. Such notice shall suspend the permit and no work shall be done under such permit until a new insurance certificate complying with this subsection has been filed with the City Clerk.

(4) The party receiving the permit shall comply with Ch. 348, Wis. Stats., and the Green Bay Municipal Code in ~~moving the building~~ **transporting said load.**

(5) The progress in ~~moving any building~~ **transporting said load** shall be as continuous as possible during all hours of the day, and day by day, and night if the Building Inspector or Director of Public Works so orders, until complete, with the least possible obstruction of traffic movement. If, in the opinion of the Director of Public Works, the move constitutes a hazard and obstruction of traffic movement, the Director may order

that the move take place between the hours of 6:30 P.M. and 6:00 A.M. ~~No building shall be allowed to remain overnight upon any street crossing or intersection or so near thereto as to prevent easy access to any fire hydrant, driveway, or within 50' of the property line of the intersection street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest "State of Wisconsin, Department of Transportation, Manual of Uniform Traffic Control Devices."~~

(6) If the Director of Public Works deems it necessary to post "No Parking" signs and other traffic control signs along the route the ~~building load~~ is to be moved transported on to allow the ~~building load~~ to be moved transported safely, the Director shall order them erected and taken down after the ~~building load~~ is moved transported and bill the full cost to the party receiving the permit to ~~move transport~~ the ~~building load~~. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Public Works receives payment in full for erecting and removing the necessary traffic signs.

(7) TREE TRIMMING.

(a) Permission shall in no case be granted to ~~move transport~~ a ~~building load~~ in, along, or upon the public streets of the City if the measurements shown on the "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" indicates that the street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the Director of Parks, Recreation, and Forestry and the owner.

(b) If it is necessary to trim any City-owned trees or shrubs to ~~move transport~~ the ~~building load~~, such trimming shall be performed by the Parks, Recreation, and Forestry Department which will bill the full cost of such trimming to the party receiving such permit. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Parks, Recreation, and Forestry receives payment in full for trimming the trees.

(8) ~~Every person receiving a permit to move a building shall, within one day after the building reaches its destination, report that fact to the Building Inspector who shall report the same to the Director of Public Works.~~ The Director of Public Works shall thereupon inspect the streets over which such ~~building load~~ has been moved transported and ascertain their condition. If the ~~removal transporting~~ of the ~~building load~~ has caused any damage to the streets, the Director of Public Works shall, at the expense of the ~~building mover load transporter~~, have them repaired by the City pavement repair contractor in as good condition as they were before the permit was granted. If the ~~building mover load transporter~~ shall fail to pay promptly all bills for damage to streets consequent to the ~~moving transporting~~ of the ~~building load~~, the City shall hold the sureties of bond given by the ~~house mover load transporter~~ responsible for payment of the same.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 25-15

**AN ORDINANCE
AMENDING SECTION 9.26,
GREEN BAY MUNICIPAL CODE,
PROHIBITING HEAVY EQUIPMENT
ON CERTAIN STREETS**

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

SECTION 1. Section 9.26, Green Bay Municipal Code, is amended as follows:

9.26 **PROHIBITING HEAVY CONSTRUCTION EQUIPMENT ON CERTAIN STREETS.** No person shall propel or move or cause to be propelled or moved any heavy ~~construction~~ equipment or similar machinery

having cogs, spikes, or other projections on the outer circumference of wheels over or along any street or alley which has been paved with brick, macadam, asphalt, or other pavement without first having obtained a permit therefor from the Director of Public Works. The Director may grant a permit in writing to propel or move heavy ~~construction~~ equipment or similar machinery over paved streets or alleys in case any such equipment or other machinery cannot be moved or propelled to its destination over streets or alleys that are not paved. The Director of Public Works shall designate in such permit the streets, alleys, or portions thereof over or along which any such heavy construction equipment or similar machinery may be propelled or moved **and designate the duration for which the permit shall remain valid. The requirements of this ordinance apply to all Implements of Husbandry (IOH) and Agricultural Commercial Motor Vehicles (Ag CMV) as defined by Wisconsin State Statutes §340.01(24)(a) and §340.01(10).**

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 11-15

**AN ORDINANCE
AMENDING ZONING ORDINANCE 9-15
TO PERMIT MODIFIED SIGNAGE AS PART THE
PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT
FOR 1593 EAST MASON STREET
(ZP 15-23)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by revising the Planned Unit Development District on the following described properties:

GUESNIERS 4TH ADD LOT 12 & W 5 FT OF LOT 13 EX ST IN 1038 R 244 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-478;

GUESNIERS 4TH ADD E 45 FT OF LOT 13 EX ST IN 1038 R 248 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-479;

GUESNIERS 4TH ADD S 1/2 OF LOTS 1 & 2 & S 1/2 OF E 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-468;

GUESNIERS 4TH ADD N 1/2 OF LOTS 1 & 2 & N 1/2 OF E 1/2 OF LOT 3 BLK 1 EX ST IN 1692122, Tax Parcel Number 8-467;

GUESNIERS 4TH ADD E 1/2 OF LOT 4 & W 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-469;

GUESNIERS 4TH ADD E 1/2 OF LOT 5 & W 1/2 OF LOT 4 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-470;

GUESNIERS 4TH ADD LOTS 14-15 & 16 EX 896 R 530 BCR BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-480;

GUESNIERS 4TH ADD E 1/2 OF LOT 6 & W 1/2 OF LOT 5 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-471.

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

- A. Signage. All signage for the current project shall be regulated as required in Sections 13-2003, 13-2004 and 13-2005, Green Bay Municipal Code, and further permit the following:

1. The existing pylon sign may remain and shall comply with current sign regulations, Chapter 13-2010, Table 20-2, free-standing signs, Green Bay Zoning.

2. One new pole sign may be permitted along the southwestern portion of the site with the following standards:
 - a. The sign shall not exceed 16 feet in overall height.
 - b. Two 20 square foot tenant panels (40 square feet total per side).
 - c. Two lines of manual readerboard per side included as part of one tenant panel.
 - d. Eight (8) feet of underclearance.
 - e. The sign may be illuminated.
 - f. Review and approval by the City's Traffic Engineer.

3. Wall signage shall be compliant with Section 13-2010, Table 20-2, signs attached to buildings, Green Bay Municipal Code, C1/C2 District and as depicted on Exhibits A and B.

4. No signage shall face north to Kimball Street except for direction signage approved by staff.

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

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

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to advance the ordinance to the third reading. Motion carried.

ORDINANCE – THIRD READING

ZONING ORDINANCE NO. 10-15

**AN ORDINANCE
REZONING PROPERTY LOCATED IN
THE 1200 BLOCK OF SOUTH WEBSTER AVENUE
FROM LOW DENSITY (R1) DISTRICT
TO VARIED DENSITY RESIDENTIAL (R3) DISTRICT
(ZP 15-18)**

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Low Density (R1) District to Varied Density Residential (R3) District:

Plat of Astor, Block 90 and the east one-half of the vacated Van Buren Street, adjacent westerly (Tax Parcel Number 16-325)

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

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

Dated at Green Bay, Wisconsin, this 1st day of December, 2015.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the ordinance.
Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

COMMITTEE OF THE WHOLE

Request by Ald. Scannell to amend Section 1.90(8)(b) of the Code to allow the Ethics Board to hear complaints regarding the Code of Conduct.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to approve the request by Ald. Scannell. Motion carried with Ald. Zima voting no.

Request by Ald. Nennig to draft a policy regarding citizen petitions and communications to the Council.

Moved by Ald. Wiezbiskie, seconded by Ald. Nennig to approve the request by Ald. Nennig. Motion carried.

To review and discuss, with possible action, the negotiations regarding the Oneida Tribe service agreement.

Moved by Ald. Danzinger, seconded by Ald. Thomas DeWane to hold until the January 18 Council meeting. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Steuer to adjourn at 8:36 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk