



MINUTES OF THE COMMON COUNCIL

TUESDAY, OCTOBER 18, 2016, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Vanessa Chavez. Alderpersons: B. Dorff, T. DeWane, W. Galvin, D. Nennig, J. Moore, R. Scannell, C. Wery, G. Zima, M. Steuer, J. Vander Leest, T. Sladek. Excused Late: A. Nicholson.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Dorff to approve the minutes of the October 4, 2016, meeting. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Wery to approve the agenda.

Moved by Ald. DeWane, seconded by Ald. Wery to move the recognitions before public hearings. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the agenda as amended. Motion carried.

REPORT BY THE MAYOR

The Mayor announced that the Joint Personnel/Finance Meeting will be on November 1 at 3:00 P.M. and the Common Council and Budget Meeting will be on November 7 at noon.

Mayor Schmitt presented his 2017 Budget.

PUBLIC HEARINGS

General Ordinance No. 20-16

An ordinance amending Chapter 13, of the Code regarding transient residential uses (short-term rentals). (Item #16)

No one appeared.

Zoning Ordinance No. 21-16

An ordinance rezoning property located in the 3000 block of East Mason Street (Tax Parcel No. 21-7596) from Rural Residential (RR) District to Office/Residential (OR) District. (Item #19)

No one appeared.

Zoning Ordinance No. 22-16

An ordinance rezoning property located at 1010 University Avenue from General Industrial (GI) District to Neighborhood Center (NC District and Conservancy (C) District. (Item #20)

No one appeared.

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

RECOGNITION

The following crossing guards were presented plaques of recognition for their years of service with the City:

Jo McKeefry-39 Years

Joanne Hille- 33 Years

Debra Nejedlo-27 Years (Retired)

PETITIONS & COMMUNICATIONS

COUNCIL PRESIDENT & VICE PRESIDENT

Request by Ald. Zima that the invocation starting the Council meetings be alternated by Council District so that all Council members participate in this important function.

IMPROVEMENT & SERVICE COMMITTEE

Request by Ald. Zima that the right-of-way on the west side of North Norwood Avenue between Dousman and Hubbard Streets be declared surplus property to be offered to adjoining property owners.

Request by Ald. Sladek to discuss with possible action creation of an ordinance limiting the height of property-line hedges to the same height as property-line fences.

LAW DEPARTMENT

Request by Ald. Nicholson that the Legal Department review as well as to have a written opinion of all requested Stadium excess tax expenditures if they are within the parameters of State Law which only include economic development –debt relief- property tax relief.

REDEVELOPMENT AUTHORITY

Request by Ald. Nicholson to have the City renegotiate the East-Town Mall project.

PROTECTION & WELFARE COMMITTEE

Application for a Class “A” Beverage License by Maria Garcia at 1723 University Avenue.

Application for an available “Class B” Combination License by CH Bar, LLC at 301 S. Broadway.

Application for a Class “A” Beverage and a “Class A” Liquor License by Badimaalika, LLC at 1465 University Avenue (currently Pit Row).

Moved by Ald. Nicholson, seconded by Ald. Sladek to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE PARK COMMITTEE

October 18, 2016

The Park Committee, having met on Wednesday, October 12, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the Whitney Park Neighborhood Association to place its neighborhood sign on the northwest corner of the park near the intersection of Main and Jackson Streets on park property.
2. To approve the request by the Western Corridor Neighborhood Association to place its neighborhood sign on park property adjacent to the West Side Trail where the trail meets Oneida Street.
3. To approve the request by Wisconsin Public Service for a 12-foot-wide utility easement along Sitka Street in McAuliffe Park conditional upon Law Department review and approval of the final easement language.

4. To approve the staff recommendation for the 2017 Community Development Block Grant proposal and forward this request to the Redevelopment Authority for approval.
5. To receive and place on file the report of the proposed 2017 Parks, Recreation, & Forestry Department's budget.

Moved by Ald. DeWane, seconded by Ald. Steuer to adopt the report. Motion carried.

**REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT
AUTHORITY MEETING
October 18, 2016**

The Economic Development Authority having met on Wednesday, October 12, 2016 considered all matters on its agenda and wishes to report the following:

1. To table the communication by Ald. Moore regarding the new Police Department Operations Building
2. To approve the sale of S. Huron Road Property (Tax Parcel 21-185-2)
3. To apply for an EPA Brownfields Community Wide Site Assessment Grant
4. To apply for a WEDC Idle Sites Grant

Moved by Ald. DeWane, seconded by Ald. Wery to adopt the report. Motion carried.

**REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
October 18, 2016**

The Green Bay Redevelopment Authority, having met on Tuesday, October 11, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Nicholson to review the cash flow for all TIFs separately until the end of the TIFs life. Cash flows should include all projected or planned future expenses.
2. To receive and place on file the request by Ald. Nicholson to review the total amount of the I-43 Industrial Park TIF that has been paid out as a donor TIF since it's been in place.
3. To receive and place on file the request by Ald. Nicholson to review the total amount of expenses and total amount of debt left in the I-43 Industrial Park TIF.

4. To receive and place on file the request by Ald. Nicholson to review the amount of administration fees for City operational cost we are charging to TIFs yearly; an itemized list of expenses per TIF.
5. To approve a Term Sheet with Lexington Realty International, LLC for East Town Mall Redevelopment at 2350 E. Mason St. (Tax Parcel 21-126-7) and 2350-2390 E. Mason St. (Tax Parcel 21-126-3) (Common Council referred back to RDA at their October 4, 2016 meeting).
6. To approve a Term Sheet with Lears & Co., Inc. for East Town Cub Foods Redevelopment at 2280 E. Mason Street (Tax Parcel 21-126-1), subject to minor legal and technical changes.
7. To approve a Term Sheet with Broadway Events, LLC for Outdoor Events Center at 100 W. Mason St. (Tax Parcel 2-78), subject to minor legal and technical changes.

TERM SHEET 16-05

EAST TOWN MALL REDEVELOPMENT

This Term Sheet is made this _____ day of _____, 2016,
 by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
 THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
 and LEXINGTON REALTY INTERNATIONAL, LLC, a New Jersey limited liability company
 (“Developer”).

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
21-126-7	2350 E MASON ST	14.809
21-126-3	2350-2390 E MASON ST	5.788

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately 20.597 acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer intends to complete a Project, which involves a significant redevelopment and reconfiguration of the existing East Town Mall property. The Developer proposes to create a multi-tenant structure that will include a 40,000 square-foot sporting goods store, a 32,000 square-foot grocery store, 15,000 square-foot and 10,000 square foot retail stores, and a 27,000 square-foot space that will serve as the new East Branch of the Brown County Library. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. The Property has a 2016 assessed value of \$9,903,400.00, which yielded \$219,063.00 in real estate taxes to the City based on the mill rate in effect as of January 1, 2016 (\$22.12), less real estate taxes payable to the State of Wisconsin. The City estimates the Property will have a 2017 assessed value of \$3,800,000.00, which will yield \$84,056.00 in real estate taxes to the City based on the mill rate in effect as of January 1, 2016, less real estate taxes payable to the State of Wisconsin. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be \$15,161,300.00, which is anticipated to yield approximately \$335,368.00 in real estate taxes to the City based on the mill rate in effect as of January 1, 2016, less real estate taxes payable to the State of Wisconsin.
- E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer is requesting that the City include the Property within Tax Increment District No. Ten (10) (the "TID"), which will provide part of the financing for certain costs of the Project.
- F. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- G. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- H. In order to induce Developer to undertake the Project, such that blight will be removed, jobs will be created, additional investment and development will be encouraged, and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2016. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the

parties have not executed and delivered a Development Agreement by December 31, 2016, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be composed of two parts:
1. Project Grant.
 - a) The City shall provide \$2,000,000.00 of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in Development Agreement; and
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, and continuing until the Project Grant debt service is paid back in full, Developer shall pay incremental taxes at a rate of 110% of the debt service of the Project Grant for the purpose of covering all administrative costs associated with the City’s issuance of the Project Grant.
 2. PayGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PayGo) obligation of the City, which is defined as follows:
 - a) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - b) Incremental Property Value multiplied by the mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
 - c) The City shall first use the TIF Increment to cover its annual debt service obligation for the Project Grant. Should the annual debt service payment not consume all of the TIF Increment, the City shall make available not more than fifty percent (50%) of the remaining TIF Increment to the Developer.
 - d) PayGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special

assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2017, the TIF Increment would be determined as of January 1, 2018 and the PayGo reimbursement would first be payable in 2019.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Tax Incentive Cap. Irrespective of the total amount of Qualified Expenses incurred and paid by Developer, the City shall not be obligated to pay TIF Incentive in excess of \$3,000,000.00 inclusive of the Project Grant and the PayGo Reimbursement.
2. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
3. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

- B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:
1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements compromising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.
 2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.
 3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.
- E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than six million dollars (\$6,000,000.00) in "hard" construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.
- F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.
- I. Existence. Developer shall submit proof that Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.
- K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

III. MISCELLANEOUS TERMS

- A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.
- C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.
- D. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- E. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the

RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

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

CAVEAT

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

[Signature pages follow]

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

THE CITY OF GREEN BAY

By: _____
James J. Schmitt, Mayor

By: _____
Kris Teske, Clerk

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

* _____

—

Notary Public, _____ County,
Wisconsin

My Commission Expires

EXHIBIT A
Legal Description

PARCEL A:

Parcel A1:

Lot Six (6), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel A2:

Lot One (1), except that part thereof described in Jacket 5706 Records Image 6; and Outlot One (1), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

Parcel A3:

A non-exclusive easement for ingress and egress for the benefit of Parcel A1 created in an instrument recorded December 3, 1981 in Jacket 5129 Records Image 34, as document No. 970136 and amended by an instrument recorded August 30, 1998 in Jacket 13562 Records Image 1 as Document No. 1163750 and as further amended and restated by an instrument recorded June 30, 1998 as Document No. 1624163 and any and all further amendments thereof.

PARCEL B:

Parcel B1:

Part of Parcel Two (2), Volume 4 Certified Survey Maps, page 523, Map No. 1253, said map being part of the Southeast 1/4 of the Northwest 1/4 and part of Government Lot 2, all in Section Nine (9), Township Twenty-three (23) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Parcel 2, Volume 4 Certified Survey Maps, page 523, being the point of beginning; thence North 89°24'00" West, 407.50 feet along the North line of said Parcel 2; thence South 52°16'59" East, 46.40 feet; thence South 89°24'00" East, 75.00 feet; thence South 00°36'00" West, 572.00 feet; thence South 89°24'00" East, 295.50 feet to the East line of said Parcel 2; thence North 00°36'00" East along said East line, 600.00 feet to the point of beginning.

Parcel B2:

A non-exclusive easement for ingress and egress for the benefit of Parcel B1 created in an instrument recorded January 29, 1997 as Document No. 1536838, and any and all further amendments thereto.

PARCEL C:

Parcel C1:

Lot Seven (7), according to the recorded East Town Shopping Center, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel C2:

A non-exclusive easement for ingress and egress for the benefit of Parcel A1 created in an instrument recorded December 3, 1981 in Jacket 5129 Records Image 34, as Document No. 970136 and amended by an instrument recorded August 30, 1998 in Jacket 13562 Records Image 1 as Document No. 1163750 and as further amended and restated by an instrument recorded June 30, 1998 as Document No. 1624163 and any and all further amendments thereof.

TERM SHEET 16-07

OUTDOOR EVENTS CENTER

This Term Sheet is made this _____ day of _____, 2016, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), and BROADWAY EVENTS, LLC, a Wisconsin limited liability company ("Operator").

RECITALS

A. RDA intends to develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel Address Acres
2-78 100 W Mason St 7.794

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately 7.794 acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. RDA intends to complete a Project, for which proposed improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B, which includes:

1. RDA will work with Operator and City to construct a multi-purpose Outdoor Events Center ("Facility") capable of holding approximately 3,500 persons for sporting events and 7,500 persons for outdoor concerts and special events, which shall also include an artificial turf field for baseball and soccer, a state-of-the-art scoreboard, as well as parking, walkways, and related improvements.

2. RDA will work with Operator and contractors and/or site developers selected by RDA ("Separate Parties") to construct a full-service restaurant of approximately 9,500 square feet, with an additional outdoor patio of approximately 3,000 square feet, with seating for approximately 400 persons ("Restaurant"). The Restaurant shall be an integrated part of the Facility, but may be identified separately for real estate tax purposes.

3. RDA will work with Operator and the Separate Parties to construct an Indoor Performance Venue of approximately 15,000 square feet able to accommodate approximately 2,000 persons for concerts, weddings, pre-game functions, and other special events. The Indoor Performance Venue shall be an integrated part of the Facility, but may be identified separately for real estate tax purposes.

D. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00 which based on the assessed tax rates in effect as of January 1, 2015, the Property yields approximately:

1. \$0 in total real estate taxes annually (assessed mill rate of \$22.28);

2. \$0 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and

3. \$0 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

E. Upon completion of Proposed Project in 2018, the City estimates the aggregate assessed property value of the Property to be \$1,899,300.00, which is anticipated to yield approximately:

1. \$42,316.00 in total real estate taxes annually (assessed mill rate of \$22.28);

2. \$42,012.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and

3. \$16,808.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Five (5) (the "TID"), which may provide part of the financing for certain costs of the Project.

G. Tax Incremental Finance ("TIF") assistance from the City may fund certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded.

H. The City and RDA desire the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan. In order to undertake the Project, such that environmental hazards are remediated, the physical landscape is enhanced, blight is removed, public infrastructure is improved, jobs are created, additional development and investment is encouraged, and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by February 1, 2017. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by February 1, 2017, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

The City shall provide \$8,000,000.00 of TIF Incentive as a Project Grant towards construction of the Facility, upon RDA and Operator fulfilling all obligations identified in a Development Agreement.

II. OBLIGATIONS OF RDA

Prior to the execution of a Development Agreement, RDA shall work with the Operator to demonstrate to the satisfaction of the City the following items within this section.

A. Site Control. RDA shall submit proof of control over all real estate comprising the Property. RDA will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

B. Preliminary Concept Plan. RDA shall submit a concept plan showing proposed Project improvements. RDA shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

C. Preliminary Construction Documents. RDA shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

D. Preliminary Timeline. RDA shall submit a timeline that shall identify specific dates for the following Project milestones:

1. Property Acquisition. The date by which RDA will have acquired all real estate, rights-of way, and easements comprising the Property; after which RDA shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Operator.

2. Construction. The date by which RDA shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which RDA shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

E. Preliminary Development Budget. RDA shall submit a budget that shall include not less than nine million dollars (\$9,000,000.00) in Project costs and shall also include at least a ten percent (10%) of "hard" construction cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Operator.

F. Management. The RDA shall grant the Operator or an affiliate of Operator that has experience satisfactory to the RDA and City in the management of similar facilities, exclusive rights to manage, maintain, and otherwise operate the multi-purpose outdoor events center.

III. OBLIGATIONS OF OPERATOR

A. Proof of Equity. Operator shall submit proof of equity in the form of not less than \$1,000,000 cash equity available for injection into the Project in an amount sufficient to cover Project costs, which shall not be provided to any third party sources. Any available Operator funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

B. Lease. Operator shall commit to signing a twenty (20)-year lease that commences upon Occupancy. The Lease Payment shall be no less than \$225,000.00 per year and may be derived from Operator revenue, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA. The Development Agreement shall contain a list of remedies in the event the Operator abandons the Property, terminates the lease prematurely, or otherwise defaults on its obligations.

C. Naming Rights. Operator shall have the ability to negotiate and execute an agreement with an interested party for the exclusive right to name the multi-purpose outdoor events center for a term no longer than the length of the Lease.

D. Use of Facility. The multi-purpose outdoor events center shall be used approximately one hundred and fifty (150) days per year, such uses to include without limitation: Northwoods League baseball games, concerts, minor league or summer collegiate soccer games, sporting events for local colleges and universities, community festivals, not-for-profit events, Green Bay Area Public Schools sporting events and clinics, and other events that Operator deems appropriate.

E. Proof of Financing. Operator shall submit proof of financing, which after injection of the Operator equity into the Project, will be sufficient in the determination of the City and RDA, to manage the Project according to the plans and specifications.

F. Proof of Insurance. Operator shall submit proof that Operator has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

G. Existence. Operator shall submit proof that Operator is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

H. No Litigation. Operator shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Operator or the Property that would adversely affect the Project, Operator, or the ability of Operator to complete the Project.

I. No Default. Operator shall submit proof that Operator is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Operator is a party or an obligor.

IV. MISCELLANEOUS TERMS

A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

B. Documents. Operator shall submit all documents to the City or RDA via one electronic copy and three printed copies.

C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Operator will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Operator will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

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

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

CAVEAT

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.

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

THE CITY OF GREEN BAY

By: _____

James J. Schmitt, Mayor

By: _____

Kris Teske, Clerk

REDEVELOPMENT AUTHORITY OF THE

CITY OF GREEN BAY

By: _____

Harry Maier, Chair

Attest: _____

Kevin J. Vonck, Executive Director page 6 of 8

The undersigned Operator hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

OPERATOR:
BROADWAY EVENTS, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____ page 7 of 8

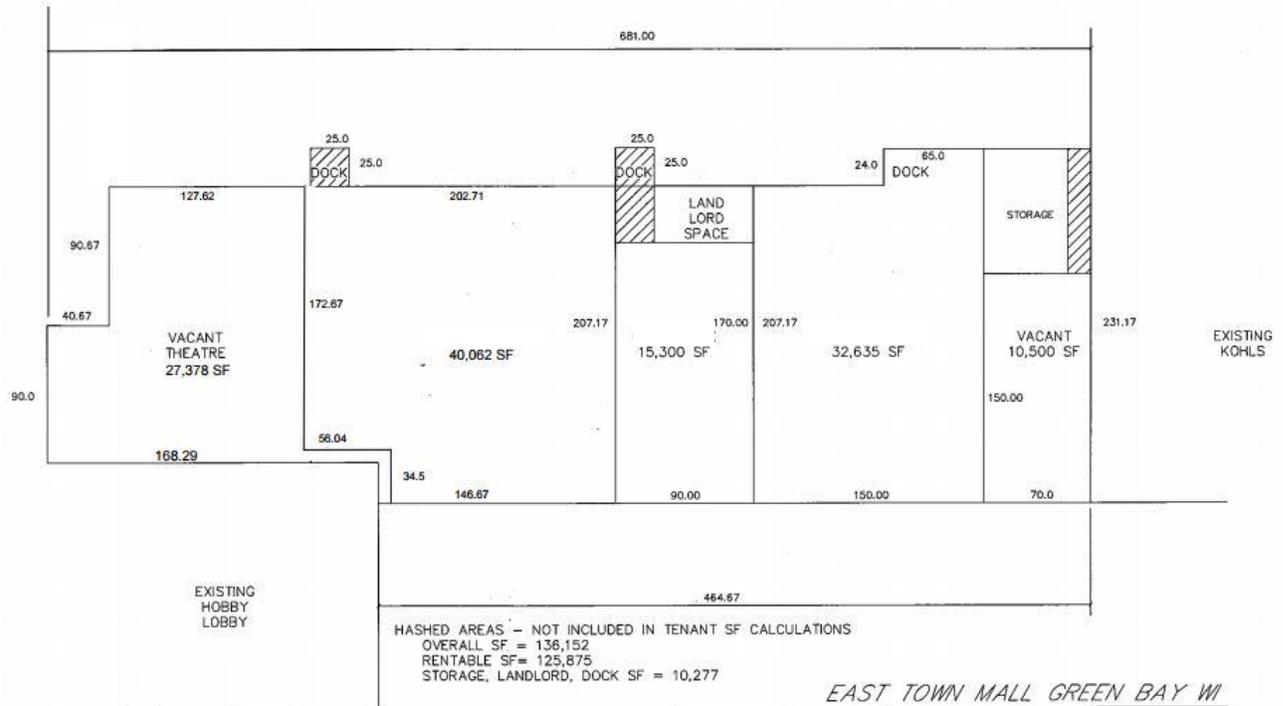
EXHIBIT A

Legal Description

LOT 1 OF 27 CSM 247 BNG PRT OF PC 2 WSFR & BNG PRT OF LOTS 1,2,3 & 4 OF M SELLERS
ADDN page 8 of 8

EXHIBIT B
Conceptual Site Plan

EXHIBIT B
Conceptual Site Plan



TERM SHEET 16-06
EAST TOWN CUB FOODS REDEVELOPMENT

This Term Sheet is made this _____ day of October, 2016,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and LEARSI AND CO., INC., an Illinois Corporation ("Developer").

RECITALS

A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel Address Acres
21-12-1 2280 E Mason St 7.95

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately 7.95 acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. Developer intends to complete a Project, which is described in EXHIBIT B, attached to this Term Sheet.

D. As of January 1, 2016, the Property has an aggregate assessed value of \$1,800,000, which based on the assessed tax rates in effect as of January 1, 2015, would cause the Property to yield approximately:

1. \$40,104.00 in total real estate taxes annually (assessed mill rate of \$22.28);
 2. \$39,816.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and
 3. \$15,930.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed real and personal property value of the Property to be at least \$5,500,000.00, which is anticipated to yield approximately:
1. \$122,540.00 in total taxes annually (assessed mill rate of \$22.28);
 2. \$121,660.00 in taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and
 3. \$48,675.00 in taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer is requesting that the City include the Property within Tax Increment District No. Ten (10) (the "TID"), which will provide part of the financing for certain costs of the Project.

G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; remodeling, repair or reconstruction of existing building and parking and drive areas; or the construction of public works infrastructure, all of which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community, consistent with the City Comprehensive Plan.

I. In order to induce Developer to undertake the Project, such that blight will be removed, jobs will be created, additional investment and development will be encouraged, and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2016. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by December 31, 2016, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF support, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer, over time.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be a PayGo Reimbursement, which is further defined as follows:

1. Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

2. Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

3. Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.

4. The City shall make available up to seventy-five percent (75%) of the TIF Increment to the Developer, less any administrative or related costs incurred by the City.

5. PayGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2017, the TIF Increment would be determined as of January 1, 2017 and the PayGo reimbursement would first be payable in 2019.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy-five percent (75%) of the Tax Increment for the Property, less any administrative or related costs incurred by the City.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if that occurs before the termination of the TID.

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

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

A. Site Control. Developer shall submit proof of control over all real estate comprising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:

I. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements comprising the Property.

2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than five million dollars (\$5,000,000) in "hard" construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.

F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

I. Existence. Developer shall submit proof that Developer is corporation organized and existing in good standing under the laws of the State of Illinois and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer may assign its rights and responsibilities under this Term Sheet to an assignee, with the approval of City and RDA.

J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.

K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

III. MISCELLANEOUS TERMS

A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.

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

obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to
page 5 of 9

control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

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

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

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

CAVEAT

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
[Signature pages follow] page 6 of 9

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

THE CITY OF GREEN BAY

By: _____

James J. Schmitt, Mayor

By: _____

Kris Teske, Clerk

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

By: _____

Harry Maier, Chair

Attest: _____

Kevin J. Vonck, Executive Director page 7 of 9

The undersigned Developer hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

DEVELOPER:
LEARSI AND CO., INC.

By: _____

Print Name and Title page 8 of 9

EXHIBIT A

Legal Description

LOT 2 OF PLAT OF EAST TOWN SHOPPING CENTER page 9 of 9

EXHIBIT B

Project Description

Learsi and Co., Inc., a Chicago-based redeveloper with significant and successful Wisconsin redevelopments, has contracted to purchase the property at 2280 East Mason Street. The property is currently being used minimally, with that use reflected in its current valuation of \$1,800,000 for its 7.95 acres and about 70,000 square feet of building, less than \$26 per square foot of building area.

The Plan is to restore all 7.95 acres to excellent commercial condition, and to completely rehabilitate the existing building for retail small-box tenants, probably 3-5 in number. While it is too early in the process to identify any of the future tenants, the names will be very well known and successful retailers.

The estimated projected costs to realize the Project exceeds \$9,500,000 with all of the work to be completed by year-end 2017. Completed value estimates range from a low of \$5,500,000 to a high of \$8,700,000

TERM SHEET 16-07 OUTDOOR EVENTS CENTER

This Term Sheet is made this _____ day of _____, 2016,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and BROADWAY EVENTS, LLC, a Wisconsin limited liability company ("Operator").

RECITALS

A. RDA intends to develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel Address Acres
2-78 100 W Mason St 7.794

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately 7.794 acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. RDA intends to complete a Project, for which proposed improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B, which includes:

1. RDA will work with Operator and City to construct a multi-purpose Outdoor Events Center ("Facility") capable of holding approximately 3,500 persons for sporting events and 7,500 persons for outdoor concerts and special events, which shall also include an artificial turf field for baseball and soccer, a state-of-the-art scoreboard, as well as parking, walkways, and related improvements.

2. RDA will work with Operator and contractors and/or site developers selected by RDA ("Separate Parties") to construct a full-service restaurant of approximately 9,500 square feet, with an additional outdoor patio of approximately 3,000 square feet, with seating for approximately 400 persons ("Restaurant"). The Restaurant shall be an integrated part of the Facility, but may be identified separately for real estate tax purposes.

3. RDA will work with Operator and the Separate Parties to construct an Indoor Performance Venue of approximately 15,000 square feet able to accommodate approximately 2,000 persons for concerts, weddings, pre-game functions, and other special events. The Indoor Performance Venue shall be an integrated part of the Facility, but may be identified separately for real estate tax purposes.

D. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00 which based on the assessed tax rates in effect as of January 1, 2015, the Property yields approximately:

1. \$0 in total real estate taxes annually (assessed mill rate of \$22.28);

2. \$0 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and
page 2 of 8

3. \$0 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

E. Upon completion of Proposed Project in 2018, the City estimates the aggregate assessed property value of the Property to be \$1,899,300.00, which is anticipated to yield approximately:

1. \$42,316.00 in total real estate taxes annually (assessed mill rate of \$22.28);

2. \$42,012.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.12); and

3. \$16,808.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Five (5) (the "TID"), which may provide part of the financing for certain costs of the Project.

G. Tax Incremental Finance ("TIF") assistance from the City may fund certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded.

H. The City and RDA desire the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan. In order to undertake the Project, such that environmental hazards are remediated, the physical landscape is enhanced, blight is removed, public infrastructure is improved, jobs are created, additional development and investment is encouraged, and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by February 1, 2017. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by February 1, 2017, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

The City shall provide \$8,000,000.00 of TIF Incentive as a Project Grant towards construction of the Facility, upon RDA and Operator fulfilling all obligations identified in a Development Agreement.

II. OBLIGATIONS OF RDA

Prior to the execution of a Development Agreement, RDA shall work with the Operator to demonstrate to the satisfaction of the City the following items within this section.

A. Site Control. RDA shall submit proof of control over all real estate comprising the Property. RDA will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

B. Preliminary Concept Plan. RDA shall submit a concept plan showing proposed Project improvements. RDA shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

C. Preliminary Construction Documents. RDA shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

D. Preliminary Timeline. RDA shall submit a timeline that shall identify specific dates for the following Project milestones:

1. Property Acquisition. The date by which RDA will have acquired all real estate, rights-of way, and easements comprising the Property; after which RDA shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Operator.

2. Construction. The date by which RDA shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which RDA shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

E. Preliminary Development Budget. RDA shall submit a budget that shall include not less than nine million dollars (\$9,000,000.00) in Project costs and shall also include at least a ten percent (10%) of "hard" construction cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Operator.

F. Management. The RDA shall grant the Operator or an affiliate of Operator that has experience satisfactory to the RDA and City in the management of similar facilities, exclusive rights to manage, maintain, and otherwise operate the multi-purpose outdoor events center.

III. OBLIGATIONS OF OPERATOR

A. Proof of Equity. Operator shall submit proof of equity in the form of not less than \$1,000,000 cash equity available for injection into the Project in an amount sufficient to cover Project costs, which shall not be provided to any third party sources. Any available Operator funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

B. Lease. Operator shall commit to signing a twenty (20)-year lease that commences upon Occupancy. The Lease Payment shall be no less than \$225,000.00 per year and may be derived from Operator revenue, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA. The Development Agreement shall contain a list of remedies in the event the Operator abandons the Property, terminates the lease prematurely, or otherwise defaults on its obligations.

C. Naming Rights. Operator shall have the ability to negotiate and execute an agreement with an interested party for the exclusive right to name the multi-purpose outdoor events center for a term no longer than the length of the Lease.

D. Use of Facility. The multi-purpose outdoor events center shall be used approximately one hundred and fifty (150) days per year, such uses to include without limitation: Northwoods League baseball games, concerts, minor league or summer collegiate soccer games, sporting events for local colleges and universities, community festivals, not-for-profit events, Green Bay Area Public Schools sporting events and clinics, and other events that Operator deems appropriate.

E. Proof of Financing. Operator shall submit proof of financing, which after injection of the Operator equity into the Project, will be sufficient in the determination of the City and RDA, to manage the Project according to the plans and specifications.

F. Proof of Insurance. Operator shall submit proof that Operator has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

G. Existence. Operator shall submit proof that Operator is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

H. No Litigation. Operator shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Operator or the Property that would adversely affect the Project, Operator, or the ability of Operator to complete the Project.

I. No Default. Operator shall submit proof that Operator is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Operator is a party or an obligor.

IV. MISCELLANEOUS TERMS

A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

B. Documents. Operator shall submit all documents to the City or RDA via one electronic copy and three printed copies.

C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Operator will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Operator will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

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

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

CAVEAT

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.

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

THE CITY OF GREEN BAY

By: _____

James J. Schmitt, Mayor

By: _____

Kris Teske, Clerk

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

By: _____

Harry Maier, Chair

Attest: _____

Kevin J. Vonck, Executive Director page 6 of 8

The undersigned Operator hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

OPERATOR:
BROADWAY EVENTS, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____ page 7 of 8

EXHIBIT A

Legal Description

LOT 1 OF 27 CSM 247 BNG PRT OF PC 2 WSFR & BNG PRT OF LOTS 1,2,3 & 4 OF M SELLERS
ADDN page 8 of 8

EXHIBIT B

Conceptual Site Plan

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the report with the exception of Items #5, #6, & #7. Motion carried.

Moved by Ald. Moore, seconded by Ald. DeWane to take all three items together in closed session.

Moved by Ald. Zima, seconded by Ald. Dorff to suspend the rules to allow interested parties to speak. Motion carried.

Dean Eslien, owner of 345 S. Pearl Street, was neither for or against the outdoor events center, but had questions; the railroad is one of them.

The following people spoke in favor of the development:

Marcelo Cruz, founding member of the Design Committee for On Broadway,

Brian Johnson, 830 S. Irwin Avenue,

Joshua Schwalbe, 1216 Cherry Street,

Sue Robinson, 821 S. Broadway,

Barbara Koldos, 3550 Meadow Way and Kasha Huntowski, 1219 Lawe Street, Current Young Professionals,

Vern Stenmen, Big Top Baseball.

Elliot Christenson, 998 Mulberry Lane, felt this would only be used about 20% of the year. Tax money is at risk. This should be a private investment and the City should wait for other offers.

Moved by Ald. DeWane, seconded by Ald. Scannell to return to the regular order of business. Motion carried.

Moved by Ald. Moore, seconded by Ald. Steuer to rescind the closed session for Item #7.

Moved by Ald. DeWane, seconded by Ald. Sladek to convene in closed session.

Roll call: Ayes: Dorff, DeWane, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Nicholson. Motion carried.

Ald. Moore read the following:

With regard to Items #5, #6 & #7, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

Moved by Ald. Scannell, seconded by Ald. Dorff to reconvene in open session. Motion carried.

Moved by Ald. Nennig, seconded by Ald. DeWane to adopt Item #5.

Moved by Ald. Moore, seconded by Ald. Sladek to amend Item #5 by deleting Section D of the term sheet regarding assessed value and approving the term sheet contingent on a secure lease with the Brown County Library.

Moved by Ald. Zima, seconded by Ald. Nicholson to refer Item #5 back to the Authority.

Roll call: Ayes: DeWane, Nicholson, Zima, Vander Leest. Noes: Dorff, Galvin, Nennig,

Moore, Scannell, Wery, Steuer, Sladek. Motion failed.
Moved by Ald. Dorff, seconded by Ald. Galvin to approve the term sheet as amended.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell. Noes: DeWane, Nicholson, Wery, Zima, Steuer, Vander Leest, Sladek. Motion failed.
Moved by Ald. Moore, seconded by Ald. Nennig to adopt Item #6.
Moved by Ald. Zima, seconded by Ald. Vander Leest to refer Item #6 back.
Roll call: Ayes: Wery, Zima, Vander Leest. Noes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Steuer, Sladek. Motion failed.
A vote was then taken on the motion to adopt Item #6.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Steuer, Sladek. Noes: Vander Leest. Motion carried with Ald. Zima abstaining.
Moved by Ald. Dorff, seconded by Ald. Scannell to adopt Item #7.
Moved by Ald. Moore, seconded by Ald. Scannell to specify no repayment of bond from the General Obligation Debt fund.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Moore, Scannell, Wery, Steuer, Vander Leest, Sladek. Noes: Nennig. Ald. Zima abstaining. Motion carried.
Moved by Ald. Moore, seconded by Ald. Scannell to expand or create a new TIF to Ninth Street.
Roll call: Ayes: Dorff, DeWane, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Nicholson. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Steuer to adopt Item #7 as amended.
Moved by Ald. Zima, seconded by Ald. DeWane, for discussion, to hold Item #7.
Roll call: Ayes: DeWane, Nicholson, Nennig, Zima, Vander Leest, Sladek. Noes: Dorff, Galvin, Moore, Scannell, Wery, Steuer. Motion tied with Mayor Schmitt casting the deciding no vote.
Moved by Ald. Moore, seconded by Ald. Scannell to approve the amended term sheet.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Wery, Steuer, Sladek. Noes: DeWane, Nicholson, Vander Leest. Motion carried with Ald. Zima abstaining.

REPORT OF THE FINANCE COMMITTEE OCTOBER 18, 2016

The Finance Committee having met on Tuesday, October 11, 2016, considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the resolution authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement.
2. To approve the transfer of \$370,528 from Transit Operating fund (Fund 208) to Transit Capital Fund (Fund 207). This amount is the 20% local share for capital purchases, such as buses and equipment that is required from the city in order to utilize all the federal and state capital grant dollars.
3. To approve the purchase of a new server for storage of security camera video to Management Concepts, Inc. for \$22,238.

4. To receive and place on file the request by Ald. Joe Moore to dedicate additional excess stadium tax \$163,298.52 to the Revolving Loan Fund in an effort to spur small business growth through this resource.
5. To approve two Homeland Security grants: HS Alert Hostage Rescue Course 2016 (\$19,500) and HS Alert Negotiator Training (\$10,500) for the Green Bay Police Department.
6. To receive and place on file the update by Ald. Dorff on excess sales tax subcommittee progress and timeline.
7. To receive and place on file the report by Finance Director on 2017 Budget parameters.

2016 Contingency Fund
\$58,000

Moved by Ald. Moore, seconded by Ald. Dorff to adopt the report. Motion carried.

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
October 18, 2016**

The Improvement and Service Committee, having met on October 12, 2016 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Jody Hakes to rescind the special waste collection charge of \$70.00 at 1483 Western Avenue.
2. To refer to the Law Department the request by Green Bay Water Utility to amend Section 16.155 of Green Bay Municipal Code regarding compulsory connection to water and well abandonment.
3. To approve the 2017 Department of Public Works equipment acquisition plan.
4. To approve the 2017 Parking Division rate structure.
5. To approve the report of the Purchasing Manager:
 - A. To purchase a Service Body with Crane & Compressor from Altec Industries for \$47,911.
6. To approve the request by Prohibition Lounge (tenant) on behalf of David & Lisa Bartikofsky (owner) to amend existing Air Rights Easement to include additional sign and lights within right-of-way at 159 North Broadway contingent upon Department of Public Works staff review and approval, contingent upon receiving

the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

7. To approve the request by Café Madrid to place Sandwich Board within right-of-way at 225 East Walnut Street contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

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

REPORT OF THE PERSONNEL COMMITTEE October 18, 2016

The Personnel Committee, having met on Tuesday, October 11, 2016 considered all matters on its agenda and reports and recommends the following:

1. To approve the requests to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Bridgetender – Public Works
 - b. Engineering Technician – Public Works
2. To approve health insurance contributions remain at the same level for 2018 as they were for 2017 under the *Health | 1265* program.
3. To receive and place on file the report on health and dental insurance plans to be effective January 1, 2017.
4. To receive and place on file the report of Routine Personnel Actions for regular employees.

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

PROTECTION & WELFARE COMMITTEE REPORT October 18, 2016

The Protection & Welfare Committee, having met on Monday, October 10, 2016, 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 Universityfest, Inc. at 2430 University Ave, on the condition that policy is consistent throughout City and approval of the proper authorities.

2. To approve the application for a "Class B" Combination License by Baeb Zuege, LLC at 1570 Elizabeth St., with approval of the proper authorities.
3. To hold until next meeting an appeal by Robert Matthews to the denial of his Operator License application and resend the notice letting him know he needs to appear in order to appeal the denial.
4. To approve an appeal by Michael Moore to the denial of his Operator License application, on the condition he drops off a letter of support from the employer confirming they are aware of the felony conviction.

Moved by Ald. Dorff, seconded by Ald. Scannell to adopt the report with the exception of Item #4. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Scannell to adopt Item #4. Motion carried.

REPORT OF THE PROTECTION AND WELFARE COMMITTEE GRANTING OPERATOR LICENSES

October 18, 2016

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Bean, Ardyce A
Casey, Tracee L
Cornelius, Sherri L
Duarte, Marvin
Gallegos, Jamie C
Gille, Jennifer S
Gullstrand, Eric W
Henning, Denice A
Herrera, Albino
Herrera, Maria C
Johnson, Mechelle
LaViolette-Conrad, Avry A
Marsden, Scott A
Martin, Areeann
Peterson, Kathleen F
Pivit, Courtney C
Reis, Daniel R
Smith, Derek A
Stevens-Freuck, Matthew A
Thuerwachter, Cassandra

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

RECEIVE & PLACE ON FILE

Building Permit Report for September, 2016.

Municipal Court Report for September, 2016.

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

RESOLUTIONS

Moved by Ald. Scannell, seconded by Ald. Wery to suspend the rules for the purpose of adopting all of the resolutions with one roll call vote. Motion carried.

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

October 18, 2016

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

Pursuant to the recommendation of the Finance Committee at its meeting of October 11, 2016, the following transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	208901-59920 Transit Operations Fund	\$370,528
	Total:	<u>\$370,528</u>
To:	207901-49920 Transit Capital Fund	\$370,528

Adopted October 18, 2016

Approved October 19, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

October 18, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 5331-27 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$500,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, BE IT RESOLVED, that the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Adopted October 18, 2016

Approved October 19, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
TO AMEND EXISTING AIR RIGHTS EASEMENT
159 NORTH BROADWAY
TO INCLUDE ADDITIONAL SIGN AND LIGHTS
October 18, 2016**

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

To approve the request by Prohibition Lounge (tenant) on behalf of David & Lisa Bartikofsky (owner) to amend existing Air Rights Easement to include additional sign and lights within right-of-way at 159 North Broadway contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

Adopted October 18, 2016

Approved October 19, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the resolution.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
225 EAST WALNUT STREET
TO PLACE OBJECT IN THE CITY'S RIGHT-OF-WAY
October 18, 2016**

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

To approve the request by Café Madrid to place Sandwich Board within right-of-way at 225 East Walnut Street contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

Adopted October 18, 2016

Approved October 19, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 23-16

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zones:

CEDAR STREET, north side, from a point 133 feet west of Grove Street to a point 210 feet west of Grove Street

WASHINGTON STREET, west side, from a point 115 feet south of CityDeck Court to Main Street

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

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

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

GENERAL ORDINANCE NO. 24-16

**AN ORDINANCE
AMENDING SECTION 29.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS**

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

SECTION 1. Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-WAY STOP condition:

PURPLE SAGE DRIVE at WHITTIER DRIVE

SECTION 2. Section 29.307, Green Bay Municipal Code, is hereby amended by removing therefrom the following ONE-WAY YIELD condition:

AUGUST STREET at SCHOEN STREET

SECTION 3. Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following ONE-WAY STOP condition:

AUGUST STREET at SCHOEN STREET

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

Clerk

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

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

ORDINANCES - THIRD READING

GENERAL ORDINANCE NO. 20-16

**AN ORDINANCE
AMENDING CHAPTER 13,
GREEN BAY MUNICIPAL CODE,
REGARDING TRANSIENT RESIDENTIAL USES
(SHORT-TERM RENTALS)
(TA 16-02)**

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

SECTION 1. Section 13-300, Green Bay Municipal Code, is amended by adding the following definitions:

Corporate Retreat: A single-family dwelling unit which is provided with or without monetary compensation by a business, company or corporation, including a non-profit corporation, to transient occupants, including, but not limited to, agents, customers, clients, consultants, employees, directors, executives or shareholders of the business, company or corporation.

Local Representative: A property owner or his or her design who permanently resides within the City of Green Bay or a licensed property management company with a physically staffed office within the City of Green Bay who manages a short-term rental.

Short-Term Rental Permit (STRP): A permit issued by the City of Green Bay Department of Community & Economic Development to the local representative for compliance with a short-term rental.

Short-Term Rentals (STRs): A dwelling unit in which paying guests are entitled to occupancy for a period less than twenty-eight (28) calendar days.

Short-Term Vacation Unit: A dwelling unit which is provided for compensation to an occupant(s) for less than 28 consecutive calendar days, other than a bed and breakfast. For the purposes of this definition, compensation includes, but is not limited to, monetary payment, services or labor of employees.

SECTION 2. Section 13-602, Table 6-1, Green Bay Municipal Code, is amended as follows:

Table 6-1. Principal Uses in the Residential Districts.

Use	District				Dev. Stds.
	R-1	R-2	R-3	RR	
Residential Uses					
Dwellings					
Single-family dwelling, detached	P	P	C	P	X
Two-family dwelling – duplex	C	P	P		X
Two-family dwelling - semi-detached	C	P	P		X
Single-family attached dwelling, townhouse	C	C	P	-	X
Multiple-family dwelling, three or four units -		C	P	-	X
Multiple-family dwelling, more than four units		-	P	-	
Carriage-house	C	-	-	C	X
Live-work unit	C	C	C	P	X
Transient Residential Uses with a Conditional Use Permit as required in Ch. 13-205 (Cr. GO 9-09)	C	-	-	C	X
Short-term rentals (STRs)	P	P	-	P	X

SECTION 3. Section 13-1602(j), Green Bay Municipal Code, regarding development standards for Short-term rentals is amended as follows:

~~(j) Transient Residential Use. (Cr. GO 9-09) Transient Residential Uses are incompatible with the purpose of residential neighborhoods and one of the fundamental goals of planning and zoning is protecting residential neighborhoods. Therefore, while transient residential properties may provide additional lodging opportunities for visitors, such use is commercial in nature and can have a significant adverse impact on the appearance, safety and general welfare of surrounding neighborhoods. These impacts include, but are not limited to, increased noise, traffic, overcrowding, lack of parking and general deterioration of the basic nature, purpose and quality of a residential neighborhood.~~

~~(1) Once Conditional Use approval has been granted by the Green Bay Common Council, the local representative shall obtain a Conditional Use Permit (CUP), meeting the provisions of this ordinance. The local representative shall document the names, home addresses and phone numbers of the occupants, the vehicle license plate numbers of all vehicles used by the occupants, and~~

- ~~the date of the occupancy period. The above information must be available for City inspection upon request. The local representative must be authorized by the owner of the dwelling to respond to occupant and neighborhood questions, concerns and complaints.~~
- ~~(2) The occupancy period for any CUP shall be less than 28 consecutive calendar days.~~
 - ~~(3) The number of occupants in any Transient Residential Use shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit. Each TRP shall specify the maximum number of occupants allowed.~~
 - ~~(4) A CUP is issued to a specific owner of a Transient Residential Use. No person or entity shall hold more than one CUP. The CUP shall be terminated when the permit holder sells or transfers the real property which was offered for Transient Residential Use, except for a change in ownership where the title is held in survivorship, or transfers on the owner's death.~~
 - ~~(5) Availability of the Transient Residential Use to the public shall not be advertised on site.~~
 - ~~(6) The administrative permit holder and/or registrant shall collect and remit the Transient Room Tax to the Clerk of the City of Green Bay.~~
 - ~~(7) The Conditional Use Permit shall be visible from the exterior and shall contain the following information:
 - ~~a. The name and telephone number of the local representative and/or the property owner.~~
 - ~~b. Contact information for City Hall and the Police Department in the City of Green Bay.~~
 - ~~c. The maximum number of dwelling occupants permitted to stay in the dwelling.~~
 - ~~d. The maximum number of vehicles allowed to be parked on the property.~~
 - ~~e. The number and location of on-site parking spaces.~~~~
 - ~~(8) The Transient Residential Use shall not violate any applicable conditions, covenants, or other restrictions on real property.~~
 - ~~(9) Each operation shall comply with the provisions of the City of Green Bay/Brown County Health Department as well as all State and County laws governing food-handling establishments. The operation must meet the standards found in Wisconsin Administrative Code HFS 195 regarding Hotels, Motels and tourist rooming houses. Alcohol may not be sold on site.~~
 - ~~(10) Any CUP granted by the City may be subject to review on a yearly basis or when the Planning Director or Plan Commission has reason to believe that the regulations are not being adhered to or that there are problems associated with the Transient Residential Use and/or CUP that warrant review by the Plan Commission and the Green Bay Common Council.~~
 - ~~(11) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the purpose of providing accommodations for occupants and/or guests of a Transient Residential Use.~~

- ~~(12) Any outdoor event shall last no longer than one day and shall be limited to the hours of 8:00 a.m. to 10:00 p.m. Any activities on the Transient Residential Use sites shall be in compliance with the noise regulations of the City of Green Bay Municipal Code.~~
- ~~(13) Violations: Failure to comply with the CUP or Transient Room Tax requirements shall constitute a violation of the provisions of this section. Disturbances or nuisances caused by the tenants of an approved Transient Residential Use which violate the City Municipal Code or State law shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed \$500, including court costs, and may result in permit suspension or revocation.~~
- ~~(14) In the event of an application for a CUP for a Transient Residential Use, the following standards shall be considered by the Plan Commission and Common Council in evaluating each application:~~
- ~~a. The applicant does not have any previous violations with regards to a Transient Residential Permit (TRP).~~
 - ~~b. The applicant does not have any outstanding citations issued from the City of Green Bay.~~
 - ~~c. The density or amount of any other Transient Residential Uses operating under a Conditional Use Permit previously issued by the Common Council within 500' of the applicant's property.~~
 - ~~d. City Inspection records and police calls for all properties owned by the applicant are acceptable.~~
 - ~~e. The applicant can clearly demonstrate an intent and ability to comply with the provisions of Transient Residential Use as required in Chapter 13, Zoning Code.~~
 - ~~f. An operational plan is provided by the applicant detailing the Transient Residential Use and accommodations.~~
 - ~~g. The applicant has conducted a neighborhood meeting, prior to making application to the Plan Commission, by inviting neighbors within 500 feet of the subject site and the applicable neighborhood association has been noticed. Those invited to the neighborhood meeting must be noticed not less than 14 days prior to the meeting.~~
 - ~~h. Applications for Conditional Use Permits and full submittals to the Plan Commission must be made not less than two weeks prior to the next available Plan Commission meeting.~~
- j. Short-term Rentals (STRs).**
- (1) Prior to occupancy as a short-term rental, the following shall be obtained by the local representative:**
- State of Wisconsin Tourist Rooming House Permit**
 - State of Wisconsin Sale and Use Tax Permit**
 - Proof of registration with the City of Green Bay Treasurer regarding Brown County Room Tax requirements.**
 - Proof of registration with the Brown County Health Department.**

- A lease agreement example provided that indicates language regarding compliance with parking, noise and other applicable City of Green Bay ordinances being met during occupancy of the structure.
 - City of Green Bay Short-term Rental Permit (STRP)
- (2) A submittal for Short-term Rentals (STRs) shall include the following:
- a. Initial application
 1. Completed STRP application on a form established by the City.
 2. \$100.00 application/review fee.
 3. Proof of insurance.
 4. Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.
 - b. Renewal of a STRP
 1. A STRP is valid for one year and shall expire on June 1 of the calendar year. A STRP may be renewed on an annual basis and shall meet the following standards:
 - a) Proof of insurance.
 - b) Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.
 - c) Renewal Fee: \$100.00
- (3) The number of occupants in STRs shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit.
- (4) STRs are issued to a specific owner of a Short-term rental. STRs shall be terminated when the permit holder sells or transfers the real property which was rented, except for a change in ownership where the title is held in survivorship or transfers on the owner's death.
- (5) Availability of STRs to the public shall not be advertised on site.
- (6) A STRP shall be visible from the exterior of the principal structure and shall contain the name and telephone number of the local representative.
- (7) STRs shall not violate any applicable conditions, covenants, or other restrictions on real property.
- (8) Alcohol may not be sold on site.
- (9) STRs granted by the City may be subject to review on a yearly basis or when the Planning Director or Plan Commission has reason to believe that the regulations are not being adhered to or

that there are problems associated with the STRs that warrant review by the Plan Commission and the Green Bay Common Council. STRs may be revoked based on the findings of the Plan Commission. STRs denied by the Planning staff may be appealed to the Plan Commission and Common Council.

- (10) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the means of providing accommodations for occupants and/or guests of a Short-term rental.
- (11) STRs shall comply with all requirements of this ordinance and all applicable standards of the Green Bay Municipal Code.
- (12) Violations: Failure to comply with the requirements above shall constitute a violation of the provisions of this section. Disturbances or nuisances caused by the tenants of an approved STR which violate the City Municipal Code, including but, not limited to, outdoor events and existing noise ordinances or State law, shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed \$500, including court costs, and may result in permit suspension or revocation.

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

SECTION 5. 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 18th day of October, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.

Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Vander Leest, Sladek. Noes: DeWane, Nicholson, Wery, Zima, Steuer. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Wery to suspend the rules for the purpose of adopting GB 22-16 and MO 2-16 with one roll call vote. Motion carried.

GENERAL ORDINANCE NO. 22-16

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zones:

ERNST DRIVE, both sides, from Neufeld Street to Shirley Street

NEUFELD STREET, both sides, from Ernst Drive to Shirley Street

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

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

Dated at Green Bay, Wisconsin this 18th day of October, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

MISCELLANEOUS ORDINANCE NO. 2-16

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY PERTAINING TO PROPERTY GENERALLY LOCATED ALONG FINGER ROAD AND EAST MASON STREET, BETWEEN CHALLENGER DRIVE AND ONTARIO ROAD (CPA 16-02)

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 16-02; and

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

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

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

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 16-02 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

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

Dated at Green Bay, Wisconsin, this 18th day of October, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 21-16

AN ORDINANCE REZONING PROPERTY LOCATED IN THE 3000 BLOCK OF EAST MASON STREET (TAX PARCEL NO. 21-7596) FROM RURAL RESIDENTIAL (RR) DISTRICT TO OFFICE/RESIDENTIAL (OR) DISTRICT (ZP 16-41)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property in the 3000 Block of East Mason Street from Rural Residential (RR) District to Office/Residential (OR) District:

LOT 1 OF 47 CSM 89 BNG PRT OF NE1/4 NE1/4 SEC 10
T23N R21E (Tax Parcel: 21-7596)

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 18th day of October, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Sladek. Noes: Nicholson, Vander Leest. Motion carried.

ZONING ORDINANCE NO. 22-16

AN ORDINANCE REZONING PROPERTY LOCATED AT 1010 UNIVERSITY AVENUE FROM GENERAL INDUSTRIAL (GI) DISTRICT TO NEIGHBORHOOD CENTER (NC) DISTRICT AND CONSERVANCY (C) DISTRICT (ZP 16-42)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the

zoning map referred to therein, is hereby amended by rezoning the following described property at 1010 University Avenue from General Industrial (GI) District to Neighborhood Center (NC) District and Conservancy (C) District:

Neighborhood Center (NC) District:

WHITNEYS ADDN PRT OF LOTS 7 & 8 DESC IN 187 D 473 EX RR R/W & EX 986 R 87 & EX ST IN J5606-03 & EX ST IN J13920-43, excluding the southerly 50 feet measured from the top of bank of the East River (Parcel No. 7-741)

Conservancy (C) District:

The northerly 50 feet measured from the top of bank of the East River, excluding WHITNEYS ADDN PRT OF LOTS 7 & 8 DESC IN 187 D 473 EX RR R/W & EX 986 R 87 & EX ST IN J5606-03 & EX ST IN J13920-43 (Part of Parcel No. 7-741)

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 18th day of October, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. DeWane to adopt the ordinance.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: None. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Galvin to adjourn at 11:13 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk