MINUTES OF THE COMMON COUNCIL

TUESDAY, AUGUST 16, 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, A. Nicholson, W. Galvin, D. Nennig, J. Moore, R. Scannell, C. Wery, G. Zima, M. Steuer, J. Vander Leest, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. DeWane to approve the minutes of the July 19, 2016, meeting. Motion carried.

Moved by Ald. Scannell, seconded by Ald. DeWane to approval of the agenda.
Moved by Ald. DeWane, seconded by Ald. Moore to move Items #2 & #3 of the Plan Commission Report and Item #10 of the Protection & Welfare Report before the Park Committee Report. Motion carried.
Moved by Ald. Steuer, seconded by Ald. Moore to approve the agenda as amended.

REPORT BY THE MAYOR

The Badger/LSU game will be at Lambeau Field on September 3. There will be a pep rally on Washington Street on September 2 at 5:00 P.M.
The City Stadium Run for Veterans will be on September 10. The “Be the Light Walk” will also be on September 10.
On September 5, there will be a Labor Day Picnic at Bay Beach.

PUBLIC HEARINGS

Zoning Ordinance No. 13-16
An ordinance creating a Planned Unit Development Overlay District for properties located along the northeast corner of South Ridge Road and Lombardi Avenue. (#24)

The following people spoke against the driveway on Thorndale Street:
Steve Schommer, 1194 Thorndale Street
John Cordry, 1288 Thorndale Street
Carrie Bardwell, 1215 Thorndale Street
Cheryl Wolf, 1203 Liberty Street
Melonie Schommer, 1194 Thorndale Street
Tricia Garrison, 1260 Thorndale Street
Janet Angus, 1804 Spence Street

Tim Kuehn spoke about his development.
Dave Chrouser, Mau & Associates and Attorney Randall Gast of the Hanaway, Ross Law Firm also spoke about the development. They are working with Developer Kuehn. Justin Schueller, RA Smith National, a traffic engineer working for the developer, talked about the traffic study.

Dr. Sam Vainiski, previous owner, and Jim Strohschein, Ashwaubenon, spoke in favor of the driveway.

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

Zoning Ordinance No. 14-16
An ordinance rezoning property located at 1835, 1825, and 1821 S. Ridge Road; 1297 and 1291 Thorndale Street and 1291 and 1824-1826 Frank Street from General Commercial (C1) District and Low Density Residential (R1) District to Office Residential (OR) District. (#25)

No one appeared.

Zoning Ordinance No. 15-16
An ordinance creating a Planned Unit Development Overlay District for properties located at 1599 University Avenue. (#26)

No one appeared.

Zoning Ordinance No. 16-16
An ordinance rezoning property located at 1599 University Avenue from General Commercial (C1) District and Low Density Residential (R1) District to Light Industrial (LI) District. (#27)

No one appeared.

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

PRESENTATION

Historic Preservation Commission Awards will be rescheduled for a different date.

RECOGNITIONS

Plaques of recognition were presented to the following:
Maintenance & Operations Attendant Noel B. Deda
Lifeguards Enrique Avila & Emily Gibson
Jason Arnoldi for earning his CCM Certification.

APPOINTMENTS

RE-APPOINTMENTS:
Board of Review
Paul Janquart
Term to expire: July 1, 2021
David Hillman
Term to expire: July 1, 2021

Sex Offender Residency Board
Dean Gerondale
Term to expire: May 1, 2021
Heidi Michel
Term to expire: May 1, 2021

Economic Development Authority
Michael Borlee
Term to expire: June 1, 2019
Eric Genrich
Term to expire: June 1, 2019

Moved by Ald. DeWane, seconded by Ald. Nicholson to confirm the re-appointments. Motion carried.

NEW APPOINTMENTS:

Police & Fire Commission
Warren Wanezek
Term to expire: May 1, 2021
Rev. Marian Boyle
Term to expire: May 1, 2019

Economic Development Authority
Pam Parish
Term to expire: May 1, 2018

Green Bay Plan Commission
Jacob Miller
Term to expire: May 1, 2017

Moved by Ald. DeWane, seconded by Ald. Moore to confirm the new appointments. Motion carried with Ald. Zima voting no on the appointment of Warren Wanezek.

PETITIONS & COMMUNICATIONS

ADVISORY COMMITTEE

Request by Ald. Nicholson to review the counsel that represents the City of Green Bay for grievances, with possible action.

FINANCE COMMITTEE

Request by Ald. Nicholson for a list of all development contracts and how much the development subsidy and to whom or what organization received it for the last ten years.

FINANCE COMMITTEE
AND REDEVELPMENT AUTHORITY

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.

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.

Request by Ald. Nicholson to review the total amount of expenses and total amount of debt left in the I-43 Industrial Park TIF.

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.

INSPECTION DEPARTMENT

Request by Ald. Steuer to reinstate the requirements for building permits for siding, roofing, doors and windows on one and two family dwellings.

PARK COMMITTEE

Request by Ald. Zima that the City develop an ordinance requiring that dead or dangerous trees be ordered removed from private property upon review and confirmation by the City forester.

PROTECTION & WELFARE COMMITTEE

Application for a “Class A” Liquor License by Terry’s E-Z Go, LLC at 401 Mather Street. (Currently has beer only.)

Application for an available “Class B” Combination License by Aardvark Wine Lounge, LLC at 304 Pine Street.

Appeal by Gail Heil to the denial of her Operator License application.

Application for a “Class A” Liquor License by Singhs C Store 2, Inc. at 952 W. Mason Street. (Currently has beer only.)

TRAFFIC COMMISSION

Request by Ald. Steuer to have a traffic study on N. Locust and N. Platten Streets, between Dousman and Kellogg Streets.

Request by Ald. Steuer to study the feasibility of a yield/stop sign at Park/Bond Streets.

Request by Ald. Scannell to study the beginning and end point of truck traffic on Broadway and plan possible alternate routes.

Moved by Ald. Scannell, seconded by Ald. Steuer to refer the petitions and communication to the appropriate Committee or Commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE PARK COMMITTEE

August 16, 2016

The Park Committee, having met on Wednesday, August 10, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by the Green Bay Fire Department to install an emergency siren at Bay Beach Amusement Park contingent upon all maintenance being the responsibility of Brown County, all costs being the responsibility of the Green Bay Fire Department, and all proper permits and insurances being obtained.

2. To approve the request by Ben West and Aurora Bay Care to hold a Green Bay Duathlon at Bay Beach Amusement Park on Saturday, October 15, 2016, from 7:30-11 a.m. contingent upon the following:

   - Final approval of the special event permit;
   - All proper insurances and permits being obtained;
   - All fees and charges, security, garbage disposal, clean-up, traffic control, and barricades are the responsibility of the event organizer;
   - Alcoholic beverages may not be served, sold, or given away at the event;
   - Food, beverage, and merchandise may be given away but not sold on Bay Beach property.

3. To approve the request to seek an appraisal for 529 St. George Street (Parcel 7-667) and authorize staff to begin property acquisition negotiations.

4. To approve the request to amend a DNR stewardship grant by removing the purchase of 535 St. George Street (Parcel 7-666) from the grant scope and authorize staff to sell a portion of the property to the Redevelopment Authority contingent upon the following:

   - The RDA approving funding to pay the Parks Department $43,050 towards the partial purchase of 535 St. George Street (Parcel 7-666);
   - The DNR approving the grant modifications to remove 535 St. George Street (Parcel 7-666) from the grant scope and adding 529 St. George Street (Parcel 7-667) instead;
   - Staff successfully negotiating the purchase of 529 St. George Street (Parcel 7-667).

5. To approve submittal of a grant application for the 2016-17 Wisconsin RPC's WI.DNR EAB Impact Mitigation Grant.

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

REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING

August 16, 2016

The Economic Development Authority having met on Wednesday, August 10, 2016 considered all matters on its agenda and wishes to report the following:

1. To recommend the City become a corporate member of the Hispanic Chamber of Commerce

2. To refer to staff the communication by Ald. Moore regarding the new Police Department Operations Building

3. To counter the offer to purchase the S. Huron Road Property (Tax Parcel 21-185-2) at $48,000 per acre

4. To approve extension of Planning Option Agreement for 202 Cherry Street, Condominium Unit One (1) and Condominium Unit Two (2) (Tax Parcels 12-351 and 12-352) until May 31, 2017

5. To receive and place on file the extension of Offer to Purchase for 1038 Erie Road (Tax Parcel 21-171-2)

Moved by Ald. Nicholson, seconded by Ald. Scannell to adopt the report with the exception of Items #2 & #4. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #2. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Sladek to adopt Item #4.
Moved by Ald. Zima, seconded by Ald. DeWane to refer Item #4 back.
Moved by Ald. Scannell, seconded by Ald. Galvin to suspend the rules to allow interested parties to speak.
Roll call: Ayes: Dorff, Nicholson, Galvin, Nennig, Scannell, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: DeWane, Moore. Motion carried.
Moved by Ald. DeWane, seconded by Ald. Scannell to return to the regular order. Motion carried.
A roll call vote was then taken on the motion to refer Item #4 back.
Ayes: DeWane, Nicholson, Galvin, Wery, Zima, Vander Leest. Noes: Dorff, Nennig, Moore, Scannell, Steuer, Sladek. Motion tied with the Mayor casting the deciding no vote.
Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #4.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Steuer, Sladek. Noes: DeWane, Nicholson, Wery, Zima, VanderLeest. Motion carried.

REPORT OF THE GREEN BAY PLAN COMMISSION
AUGUST 16, 2016

The Green Bay Plan Commission, having met on Monday, August 8, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve a Conditional Use Permit (CUP) for a Transient Residential use located at 1059 Shadow Lane, subject to the following conditions:
   A. Compliance with the Development standards found in 13-1602(j), Green Bay Zoning.
   B. Compliance with the submitted operating plan.
   C. The rental agreement shall include contact information for the owner and an additional representative, as well as rules to ensure compliance with city nuisance regulation, and shall be submitted to the Planning Department.

2. To approve a Conditional Use Permit (CUP) for three two-family dwellings located along E Walnut Street and Baird Street, subject to the following conditions:
   A. A subdivision plat shall be approved prior to receiving building permits for this project.
   B. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval.

3. To deny the rezoning request for 1022 Ninth Street from Low Density Residential (R1) to Office/Residential (OR).

4. To approve a Conditional Use Permit (CUP) for minor auto repair in a General Commercial (C1) District at 1783 Main Street, subject to the following conditions:
   A. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and permitting approvals.
   B. All vehicle parts shall be stored inside of an enclosed building.
   C. There shall be no expansion of the conditional use without Plan Commission and City Council approval.
   D. Approved storm water management plan by City of Green Bay Department of Public Works.
   E. Removal of the Main Street curb cut and curb returned to City of Green Bay standards.
   F. Repairs shall be made to any chipping and peeling paint on the exterior of the building. Uniform colors shall be used for a consistent façade appearance.

Moved by Ald. Scannell, seconded by Ald. Moore to adopt the report.
Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #1.
Moved by Ald. Wery, seconded by Ald. Steuer to suspend the rules to allow interested parties to speak. Motion carried.
The following people spoke against the conditional use permit:
Mark R. Anderson, 1063 Shadow Lane
Annette Chavez, 1070 Shadow Lane
Mary Jo Reimer, 1064 Shadow Lane

Attorney Ross Kornowske, Gerber's Law, 2391 Holmgren Way, spoke on behalf of the owners,
Tim Duckett, a friend of the owners, also spoke on their behalf.
Sara Draeger, 1054 Shadow Lane, lives across the street, and stated that her husband will manage the home.

Moved by Ald. Wery, seconded by Ald. Moore to return to the regular order of business. Motion carried.
Moved by Ald. Wery, seconded by Ald. Zima to deny the conditional use permit on Shadow Lane.
Roll call: Ayes: Nicholson, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Dorff, DeWane, Galvin, Nennig, Moore, Scannell. Motion tied with the Mayor casting the deciding aye vote.

Moved by Ald. Moore, seconded by Ald. Nennig to adopt Item #2.
Moved by Ald. Steuer, seconded by Ald. Scannell to suspend the rules to allow interested parties to speak. Motion carried.
Cora Haltaufderheid, Habitat for Humanity Executive Director, spoke about the dwellings.
Moved by Ald. Scannell, seconded by Ald. Wery to return to the regular order of business. Motion carried.
Moved by Ald. VanderLeest, seconded by Ald. Scannell to adopt Item #2. Motion carried.
Moved by Ald. Sladek, seconded by Ald. Scannell to adopt Item #3.
Moved by Ald. Zima, seconded by Ald. Scannell to approve the request.
Moved by Ald. Wery, seconded by Ald. DeWane to suspend the rules to allow interested parties to speak. Motion carried.
Jeff Tahtinen, 1019 Ninth Street, opposes the rezoning request.
Karen Stoehr, Wellness Center, spoke in favor.
Craig Salentine, owner of the property, 1022 Ninth Street, spoke in favor.
Moved by Ald. DeWane, seconded by Steuer to return to the regular order of business. Motion carried.
A roll call vote was then taken on the motion to approve the request.
Roll call: Ayes: Dorff, DeWane, Nicholson, Galvin, Nennig, Moore, Scannell, Zima, Steuer, VanderLeest, Sladek. Noes: Wery. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Steuer to adopt Item #4.
Moved by Ald. Nicholson, seconded by Ald. DeWane to suspend the rules to allow interested parties to speak. Motion carried.
Dan Roarty, Dimensions IV, 124 S. Broadway, spoke regarding the property.
Moved by Ald. Moore, seconded by Ald. Scannell to return to the regular order of business. Motion carried.
Moved by Ald. Nicholson, seconded by Ald. Scannell to amend Item #4 by denying the request. Motion carried.
Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #4 as amended. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY
August 16, 2016

The Green Bay Redevelopment Authority, having met on Tuesday, August 9, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Development Agreement with Historic Restorations, LLC for residential apartment project at 409 N. Broadway and Kellogg + Chestnut Street (Tax Parcels 5-882 and 5-930), subject to minor legal and technical changes (copy attached).

2. To approve the Term Sheet with GB Real Estate Investments, LLC for residential apartment project at 202 Cherry Street, Condominium Unit One (1) and Condominium Unit Two (2) (Tax Parcels 12-351 and 12-352), subject to minor legal and technical changes (copy attached).

3. INFORMATIONAL ONLY – To use $5,000 of Neighborhood Enhancement funds and to deed 1070 Roscoe Street to Under Construction LLC under the New Homes In Your Neighborhood Program for construction of a new single family home.

DEVELOPMENT AGREEMENT 16-02

HISTORIC HIBERNIA HOUSE

This Development Agreement is made this 17th Day of August, 2016,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and HISTORIC RESTORATIONS, LLC a Wisconsin 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:

Tax Parcel	Address	Acres
5-882	401 N. Broadway	0.450
5-930	Kellogg St.	0.263

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately 0.713 acres of land. Developer currently owns Tax Parcel 5-882, which contains two structures: 401 N. Broadway, a 6,500 square-foot, two-story structure with fourteen (14) residential units, and 409 N. Broadway, a 14,000 square-foot, three-story structure, which is also known as the Hibernia House, that is currently vacant. Developer

will acquire Tax Parcel 5-930 (northeast Corner of Kellogg Street and N. Chestnut Avenue), which contains no structures, from the RDA for the sum of one dollar ($1.00). A legal description of the Property is herein attached as EXHIBIT A.

C. Developer intends to complete a Project, which involves substantial renovation of the 409 N. Broadway structure to accommodate twenty (20) one (1)-bedroom residential units. Developer will install an asphalt parking lot with twenty-one (21) spaces, landscaping, fencing, and stormwater management on Tax Parcel 5-930. All Project improvements shall be complementary to existing uses on adjacent properties. Developer shall retain exterior architectural features on existing buildings to the extent practicable. 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 $295,200.00 which yielded $6,458.98 to the City based on the mill rate in effect as of January 1, 2015, less real estate taxes payable to the State of Wisconsin. Upon completion of Proposed Project, Developer estimates the aggregate assessed property value of the Property to be $943,700.00, which is anticipated to yield approximately $20,874.64 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.

E. 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 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 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 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 eliminated, historical structures will be preserved, additional development will be encouraged, and the public will generally benefit, the City has agreed to provide assistance to Owner as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications

submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

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

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

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

II. DEFINITIONS; EXHIBITS

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

A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.

B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

D. “City” means the City of Green Bay, Brown County, Wisconsin.

E. “Concept Plan” means the plan for the Project.

F. “Developer” means HISTORIC RESTORATIONS, LLC, or any assignee of the same.

G. “Plans and Specifications” means the plans and specifications developed for the Project.

H. “Public Improvements” means the public infrastructure improvements in connection with the Project including, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.

I. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

J. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.

K. “Project” means the Project as defined in the Recitals.

L. “Qualified Expenditures” means any expenditures of Developer for infrastructure improvements for the Project that are eligible for TIF Incentives.

M. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

N. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

O. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.

P. “TID” means Tax Increment District No. Five (5) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.

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

R. "TIF Incentive" means a pay-as-you-go obligation that shall not exceed fifty percent (50%) of the Available Tax Increment for the Property as set forth in Section III of this Agreement.

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Before commencement of the Project, 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 is a pay-as-you-go (PayGo) obligation of the City, that is, Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer as set forth in this Section IV.

C. Formula. TIF Increment will be calculated according to the assessed value multiplied by the mill rate, less payments of real estate taxes to the State of Wisconsin. TIF Incentive payments will be based on the difference between the assessed value of the Property in the year before commencement of the Project and the assessed value of the Property as of January 1 of each year, commencing the first year after the first occupancy permit for the Project has been issued, and will be payable to Developer in the year following the year of the determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2017, the TIF Increment would be determined as of January 1, 2018 and is first payable in 2019. Assessed value shall be determined each tax year and shall be compared to the assessed value of the Property in the year construction of the First Phase begins.

D. 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 fifty percent (50%) of the Available Tax Increment for the Property.

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. TIF payments shall only continue for a period of no longer than ten (10) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2026.

E. 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.

IV. OBLIGATIONS OF DEVELOPER

A. Development of Concept Plan. The parties shall work cooperatively to develop and approve a Concept Plan, which shall be based on, but may differ in certain respects from the Preliminary Concept Plan. The RDA or Developer may at any time propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plan; provided, however, that the RDA shall approve such revised Concept Plan unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

B. Development Budget. Developer shall submit to the City and RDA a Development Budget that shall be approved within the City and RDA's discretion, no later than October 1, 2016. The Development Budget shall include at least a ten percent (10%) cost overrun/change order line item. The Development Budget shall include not less than $500,000.00 in "hard" construction costs. Design Development Documents shall consist of site plans and building

plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plan, such approval may not unreasonably be withheld. If the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to determine the acceptability of the Development Budget and Design Development Documents in less than thirty (30) days, including convening for special meetings to review and consider the same.

C. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 1, 2016, 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.

D. Proof of Financing. By no later than October 1, 2016, Developer shall have delivered proof satisfactory to the City and RDA 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.

E. Acquisition of Property. By no later than November 1, 2016, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

F. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

G. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall 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.

H. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

I. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than thirty (30) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than November 1, 2016, and shall be completed no later than November 1, 2018. Developer shall file with the RDA copies of the detailed construction plans within thirty (30) days after completion of the Project.

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

K. Approval of Construction Documents. Before the commencement of construction, Developer shall obtain the approval of the City and RDA to the architect contract and general contract for the Project.

L. 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.

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

N. 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.

O. Transfer of Sale of Project Property.

1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall

provide to the City a written request for transfer 30 days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

P. Easements. 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 to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

    a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

    b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

    a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

   a) Bodily Injury by Accident - $100,000 per accident;

   b) Bodily Injury by Disease - $100,000 per employee; and

   c) $500,000 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

   a) General Aggregate Limit - $2,000,000; Personal and Advertising Injury Limit (per person/organization) - $2,000,000;

   b) Bodily Injury and Property Damage - $2,000,000 per occurrence;

   c) Fire Legal Liability Damage Limit - $100,000 per occurrence; and

   d) Medical Expense Limit - $10,000 per person.

3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and

non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

a) Bodily Injury - $250,000 per person; and

b) $1,000,000 per occurrence; and Property Damage - $250,000 per occurrence.

4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of $1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.

5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

a) Any breach by Developer of the terms of this Agreement;

b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

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

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

C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the

Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

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

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

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

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

I. No Litigation. 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 priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

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

K. 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.

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

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

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

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

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

   a) Fraud; or

   b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

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

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

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

1. Termination. Terminate this Agreement without further notice to Developer;

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

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

6. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and

7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

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

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

E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. All Qualified Expenditures have been repaid in full by Tax Increment;
2. The City closes and terminates the TID;
3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
4. This Agreement is terminated because of an Event of Default;
5. The parties agree in writing to terminate this Agreement.

B. TIF Payments termination. TIF payments shall only continue for a period of no longer than ten (10) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2026.

C. Survival of Certain Provisions. Sections IV.E, IV.G, IV.H, IV.I, IV.J, IV.K, IV.L, IV.M, IV.N, IV.O, IV.P, IV.Q.2, IV.S, V.A, V.B, V.C, V.D, V.E, VI.B, VII.A, VII.B, VII.C, VII.D, VII.F, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.C, X.H, X.I, X.J, X.M, X.O, X.P, X.R, and X.S shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Project or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire

any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

E. 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.

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

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

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

I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

100 North Jefferson Street, Room 608
Green Bay, WI 54301

To the Developer: HISTORIC RESTORATIONS, LLC
Attention: Jeffrey Knutson
6997 Clow Rd.
Winneconne, WI 54986

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

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

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

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

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

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

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

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

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

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

S. Historical Marker. The historical stone marker in the public right-of-way on Chestnut Street adjacent to Tax Parcel 5-930 shall remain in place. Developer shall obtain approval from the City of Green Bay Historic Preservation Commission (HPC) prior to any relocation of said marker.

[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.

DEVELOPER:
HISTORIC RESTORATIONS, 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 HISTORIC RESTORATIONS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
_
*_____
_

Notary Public, _____ County, Wisconsin

My Commission Expires

_____

Signature page
THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and HISTORIC RESTORATIONS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris Teske, Clerk

Signature page
THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and HISTORIC RESTORATIONS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Harry Maier, Chair

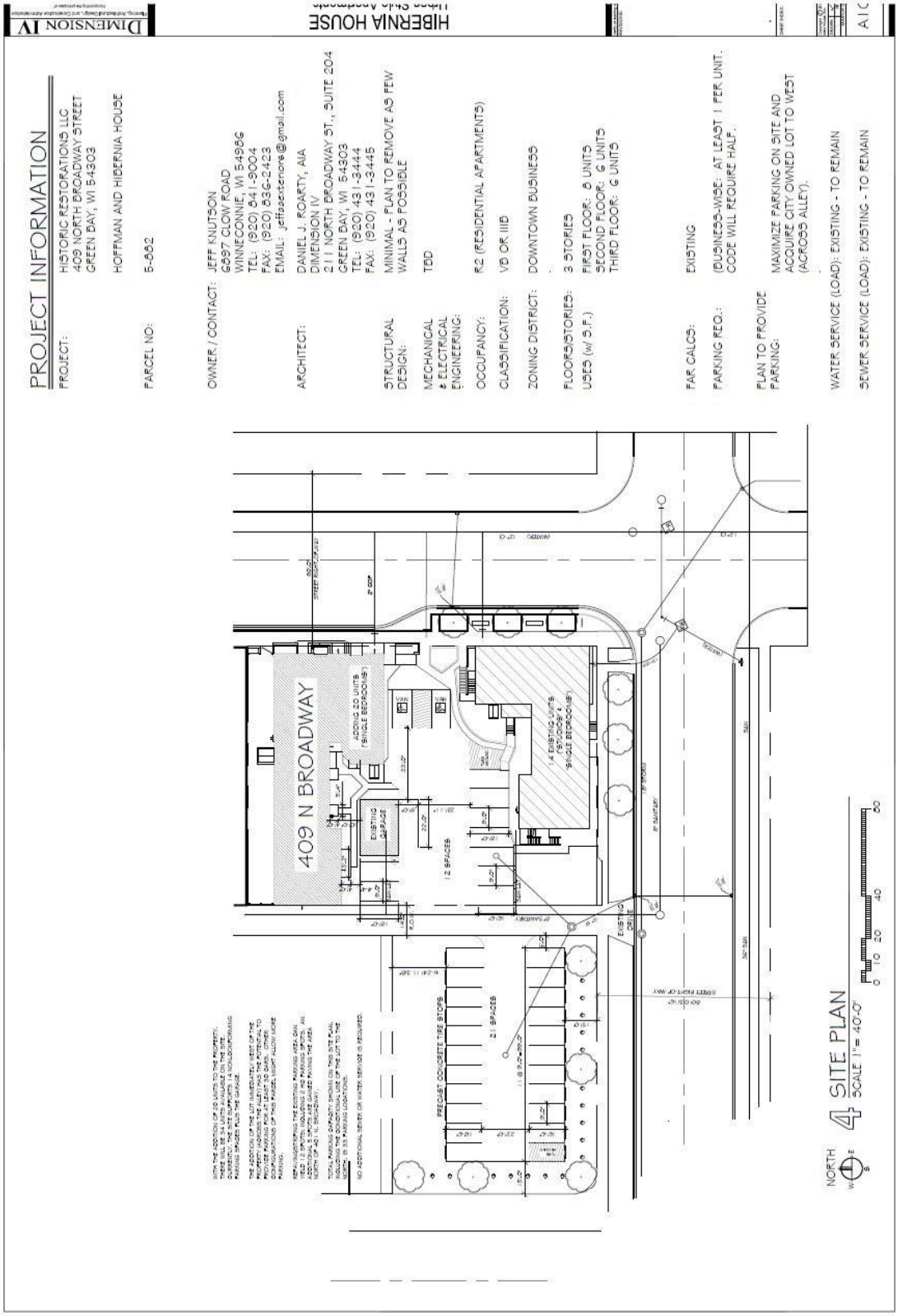
Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

Parcel Number 5-930
Lot 1 of Volume 6 Certified Survey Maps, Page 519, Map Number 1654; said Map being all of Lots 44, 45, and 46 according to the recorded Plat of Elmore's Addition, City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel Number 5-882
Lots 7, 8, 9, and the South 12 feet of Lot 10, according to the recorded Plat of Elmore's Addition, City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

EXHIBIT B
Preliminary Concept Plan



TERM SHEET 16-04

CHERRY STREET RAMP APARTMENTS

This Term Sheet is made this 17th day of August, 2016,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres
12-351	202 Cherry Street, Condominium Unit One (1)	n/a
12-352	202 Cherry Street, Condominium Unit Two (2)	n/a

J. The parcels listed above shall be referred to as the "Property." The Property is part of the Cherry Street Parking Ramp Condominium, which contains six (6) total units, comprising approximately 1.159 acres of land. A legal description of the Property is herein attached as EXHIBIT A. The Developer will request that the Cherry Street Ramp Condominium Association create an additional condominium unit, which will become the new Property in which the Project will be completed.

K. Developer intends to complete a Project that involves constructing a two-story residential apartment complex above the top deck of the Cherry Street Parking Ramp. Seventy-one (71) market-rate apartments will be a mix of one (1), two (2), and three (3)-bedroom units arranged around the exterior of the building, with two interior courtyards. Access will be provided via an extension of the northeast elevator shaft and two new stairwells connected to the top parking deck. The Developer will lease one hundred twenty two (122) parking stalls on the top deck through an agreement with the City. All Project improvements shall be complementary to existing uses on adjacent properties. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

L. The Property has a 2016 assessed value of $0 which yielded $0 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, Developer estimates the aggregate assessed property value of the Property to be $8,500,000, which is anticipated to yield $188,020 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.

M. 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").

N. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to remodeling, repair or

reconstruction of existing buildings; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

O. 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.

P. In order to induce Developer to undertake the Project, such that additional property tax base will be generated, additional residents will be added to the downtown market trade area, additional 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 November 1, 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 November 1, 2016, any party may terminate negotiations without liability to any other party.

XI. 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 is a pay-as-you-go (PayGo) obligation of the City, that is, Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

C. Formula. TIF Increment will be calculated according to the assessed value multiplied by the mill rate, less payments of real estate taxes to the State of Wisconsin. TIF Incentive payments will be based on the difference between the assessed value of the Property in the year before commencement of the Project and the assessed value of the Property as of January 1 of each year, commencing the first year after the first occupancy permit for the Project has been issued, and will be payable to Developer in the year following the year of the determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on November 1, 2017, the TIF Increment would be determined as of January 1, 2018 and is first payable in 2019.

Assessed value shall be determined each tax year and shall be compared to the assessed value of the Property in the year construction begins.

D. 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 eighty percent (80%) of the Available Tax Increment for the Property.

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 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.

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 before the termination of the TID. The Developer requests that the City ask the Joint Review Board (JRB) to extend the termination of TID No. Five (5) from 2026 to 2030.

E. 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.

XII. 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 compromising 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 ten million dollars ($10,000,000) 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 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.

XIII. MISCELLANEOUS TERMS

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

B. Parking Agreement. Developer and City shall execute a Parking Agreement for the long-term lease of one hundred twenty two (122) parking stalls on the top deck of the Cherry Ramp. The City shall not lease these stalls to any other entity without the consent of the Developer. The City shall designate these stalls by signage for exclusive use of the Developer, and may provide restricted gate access to one hundred and eight (108) of these stalls. The City shall charge the Developer twenty-five percent (25%) of market rate in 2017, fifty percent (50%) of market rate in 2018, seventy-five percent (75%) of market rate in 2019, and full market rate in year 2020 and beyond.

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

D. 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.

E. 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.

F. 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.

G. 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 Schmitt, Mayor

By: _____
Kris Teske, Clerk

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

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:
GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, 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

_____

EXHIBIT A

Legal Description

DECLARATION OF CONDOMINIUM
Document No. **Cherry Street Parking Ramp Condominium**

2230178

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
12/09/2005 01:39:36PM

REC FEE: 55.00
TRANS FEE:
EXEMPT #
PAGES: 23

Legal Description

All of Lots 25, 26, 27 & 28 and part of Lot 24 of the recorded "Plat of Navarino", City of Green Bay, East Side Fox River, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest corner of Lot 28 of the recorded "Plat of Navarino"; thence S63°32'57"E, 160.04 feet along the Southerly right of way of Cherry Street; thence S26°25'10"W, 315.47 feet along the East lines of Lots 24-28, said plat to the Northerly right of way of Walnut Street; thence N63°32'02"W, 160.04 feet along said right of way; thence N26°25'10"E, 315.43 feet along the Easterly right of way of Washington Street to the point of beginning.

Recording Data

Name and Return Address

Allison Swanson
Economic Development
100 N. Jefferson St., Room 202
Green Bay, WI 54301

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12-50, 12-51, 12-52, 12-53, 12-54, 12-55, 12-57, 12-58, 12-60, 12-61, 12-62, 12-63; now described as Units 1, 2, 3, 4, 5 and 6, Cherry Street Parking Ramp Condominium, City of Green Bay, Brown County, Wisconsin

Parcel Identification Numbers

EXHIBIT B

Conceptual Site Plan

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the report with the exception of Item #2. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #2.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Steuer. Noes: DeWane, Nicholson, Wery, Zima, Vander Leest, Sladek. Motion tied with the Mayor casting the deciding aye voting.

REPORT OF THE
TRAFFIC, BICYCLE, AND PEDESTRIAN COMMISSION
August 16, 2016

The Traffic Commission having met Monday, July 18, 2016 considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the request to install a flashing yellow light at the intersection of Western/Oneida or in any other way address safety concerns at this intersection.

2. To receive and place on file the request to research and report back on Assembly Bill 491 seeking to change Wisconsin from a “yield to pedestrians” state to a “stop for pedestrians” state.

Moved by Ald. Scannell, seconded by Ald. Moore to adopt the report with the exception of Item #1. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Galvin to adopt Item #1.
Moved by Ald. Wery, seconded by Ald. Moore to refer Item #1 back to the Commission. Motion carried.

REPORT OF THE FINANCE COMMITTEE
AUGUST 16, 2016

The Finance Committee having met on Tuesday, August 9, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Water General Manager, Nancy Quirk, the plan to pay 100% of the cost to replace all private lead service lines from the curb stop to the

meter, for applicable property owners, utilizing DNR Safe Drinking Water Loan Program of $500,000 in addition to excess stadium funds up to $300,000 and that a resolution be drafted allowing the use excess stadium funds for this purpose.

2. To approve the purchase of Firefighting Equipment for the new Engine 421 from W.S. Darley for $15,891.

3. To approve the purchase of a used 2007 Command Center Vehicle for GBPD from Farber Specialty Vehicles for $245,800.

4. To pre-approve the purchase of a new Utility Vehicle – 4 Passenger ATV for GBPD from the low responsive, responsible bidder, for an amount not to exceed $13,117 using state asset forfeiture funds.

5. To refer the wheel tax study to the Improvement and Services committee and that it be made part of the Department of Public Works report on pavement reconstruction and resurfacing programming and assessment policies.

6. To approve the request by Ald. John VanderLeest of returning $2M of excess stadium tax refund back to residential home owners less cost of administering the payment, similar to how the lottery credit is dispersed.

7. To approve the request by Ald. Tom DeWane and Ald. Andy Nicholson on behalf of many constituents in District 2 and 3, to use approximately $820,000 of excess stadium tax refund for infrastructure.

8. To approve the request by Ald. Joe Moore to establish an allocation for the remaining excess stadium tax refund by the categories of $2M in property tax relief (#6 above), $1M for economic development and the approximate balance of $820,000 to be used for infrastructure (# 7 above), reducing future borrowing needs.

9. To approve the request by Ald. Bill Galvin and Ald. Joe Moore an application process, sub- committee members made up of three alders and staff from Finance, Law and Planning / ED and timeline for the use of excess stadium tax refund.

10. To receive and place on file the request by Ald. Nennig to consider asking the Economic Development Authority and Economic Development staff for suggestions on the use of excess stadium tax refund that may be directed for economic development.

11. To approve the report of the claims committee for May–June, 2016 presented by the City Attorney’s office.

12. To approve the recommendation to proceed as directed by staff regarding the Gerhard federal suit.

13. To approve the Finance Director's updates to the City's general fund policy.

2016 Contingency Fund
$58,000

Moved by Ald. DeWane, seconded by Ald. Scannell to adopt the report with the exception of Items #1, #5, #6, $7, #8 and #9. Motion carried.
Moved by Ald. Sladek, seconded by Ald. Galvin to adopt Item #1.
Moved by Ald. Moore, seconded by Ald. DeWane to amend Item #1 by adding "Any unused funds will be distributed to the Department of Public Works for other infrastructure projects." Motion carried.
Moved by Ald. Moore, seconded by Al. Steuer to adopt Item #1 as amended. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #5. Motion carried.
Moved by Ald. Galvin, seconded by Ald. Moore to adopt Item #6.
Moved by Ald. Galvin, seconded by Ald. Scannell to deny the request.
Moved by Ald. Scannell, seconded by Ald. Dorff to suspend the rules to allow interested parties to speak. Motion carried.
Toni Brunette wants the money for economic development.
Williams Peters, 233 N. Ashland Avenue, would like it invested back to the community.
Lisa Hanson, 708 Kellogg, does not want the money returned to property owners.
Rhonda Sitnikau, 1122 S. Jackson Street, would like the money put towards economic development or infrastructure.
Vanya Koepke, 2970 Mossy Oak Circle, Apt. 36, wants the money used for infrastructure.
Josh Schwalbe, 1216 Cherry Street, wants the money kept in Green Bay.
Moved by Ald. DeWane, seconded by Ald. Scannell to return to the regular order of business. Motion carried.
A vote was then taken on the motion to deny the request.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Steuer. Noes: DeWane, Nicholson, Wery, Zima, Vander Leest, Sladek. Motion tied with the Mayor casting the deciding aye vote.
Moved by Ald. Moore, seconded by Ald. Scannell to approve the denial.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Steuer. Noes: DeWane, Nicholson, Wery, Zima, Vander Leest, Sladek. Motion tied with the Mayor casting the deciding aye vote.
Moved by Ald. Moore, seconded by Ald. Galvin to adopt Item #7.
Moved by Ald. DeWane, seconded by Ald. Wery to amend Item #7 by adding $2 million to the $820,000.
Roll call: Ayes: DeWane, Nicholson, Moore, Wery, Zima, Vander Leest, Sladek. Noes: Dorff, Galvin, Nennig, Scannell, Steuer. Motion carried.
Moved and seconded to adopt Item #7 as amended.

Roll call: Ayes: DeWane, Nicholson, Moore, Wery, Zima, Steuer, Vander Leest, Sladek. Noes: Dorff, Galvin, Nennig, Scannell. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Moore to amend Item #8 by removing everything except the $1 million for economic development.
Roll call: Ayes: Dorff, DeWane, Galvin, Nennig, Moore, Scannell, Wery, Steuer, Vander Leest, Sladek. Noes: Nicholson, Zima. Motion carried.
Moved by Ald. Galvin, seconded by Ald. Scannell to adopt Item #9.
Moved by Ald. Moore, seconded by Ald. DeWane to amend the Excess Sales Tax Application by deleting "Project must begin within 6 months of approval date. Project must be completed 12 months after the Project begins." under Section C. Project Financing. Motion carried.
Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #9 as amended. Motion carried.

REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
August 16, 2016

The Improvement and Service Committee, having met on August 10, 2016 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Apple Tree LLC to install streetlights on Indigo Bluff Drive and Peppergrass Drive within The Preserve Phase 2 Subdivision project.
2. To approve the request by Barton Design to enter into a Developer's Agreement for the construction of public infrastructure to support the Sand Ridge Park South subdivision.
3. To approve the request by Brian Oleary, 1224 Nicolet Avenue, for 10 additional overnight parking exemptions.
4. To receive and place on file the request by Ald. Nicholson to review the policy on fees for mini-sewer connection.
5. To hold until the next I & S meeting the request by Ald. Nicholson to review, with possible action, the current policy regarding parking of vehicles on vehicle aprons.
6. To receive and place on file the request by Ald. Zima, on behalf of all people who cross the Walnut Street Bridge, that the Department of Public Works provide emergency repairs to the railroad crossing at about 100 West Walnut Street and to:
   A. Take an inventory of all of the railroad crossings in the City of Green Bay that are in serious disrepair.
   B. Legal staff look into the State law and make some suggestions of some resolutions we could send to State Legislatures to try to correct whatever those problems might be so we can try to resolve this in the long term.
   C. Have the Mayor contact the League of Cities to try to find some resolution to this big log jam that we are all suffering under.

7. To refer to the Parks Department the request by Ald. Zima that the City consider placing a sidewalk through Seymour Park to connect S. Oakland Avenue that is divided by the park using neighborhood enhancement or regular City funds.

8. To approve the request by Department of Public Works for the approval of Amendment No. 2 for Professional Service Agreement between the City and Ayres Associates, Inc. in the amount of $24,900.00.

9. To approve the request by the Department of Public Works to authorize the purchase of a Sewer Line Rapid Assessment Tool (SL-RAT) from InfoSense as a sole source provider.

10. To approve the request by the Department of Public Works to authorize the purchase of SMARTCOVER Monitoring Systems as a sole source product/provider.

11. To rescind the order and reconsider the installation of sidewalks along Taylor Street from Dousman Street to 730' S/O Bond Street and levying of special assessments therefore in 2017.

12. To approve the report of the Purchasing Manager:

    A. To purchase a Trailer from Badger Trailer for $10,400.

13. To approve the request by SEE Ventures, LLC to execute a Hold Harmless Agreement contingent upon receiving the applicable insurance, the owner receiving all necessary City approvals and authorizing the Mayor and Clerk to execute the agreement for a Natural Gas Service and Meter, an Electrical Service, Meter and Panel, a Roof Access Ladder and a Door Swing Area within the Alley right-of-way at 139 N Broadway.

14. To approve the application from N&L Concrete Construction, LLP and to conditionally approve the applications from Consolidated Construction Co. and Titan Concrete, LLC pending staff review.

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

REPORT OF THE PERSONNEL COMMITTEE
August 16, 2016

The Personnel Committee, having met on Tuesday, August 9, 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. Building Custodian – Public Works
    b. Bridgetender – Public Works
    c. Senior Humane Animal Control Officer – Police
    d. Document Center Lead – Administrative Services

2. a. To continue as discussed in closed session with bargaining strategies regarding the Health 1265 program.

    b. To receive and place on file the report on alternative opportunities regarding the Health 1265 program.

3. To award a 3-year contract for the City's Employee Assistance Program (EAP) to ERC for $27,571 per year ($82,713 total for 3 years) for an annual savings of $1,960.95 per year or $5,881.85 over the term of the contract. The contract begins January 1, 2017 and expires December 31, 2019.

4. To approve the collective bargaining agreement between the City of Green Bay and Green Bay Police Supervisory Personnel for a 4-year term, January 1, 2016 through December 31, 2019.

5. To receive and place on file the report of Routine Personnel Actions for regular employees.

<u>INFORMATIONAL ONLY</u>

6. To sustain the K9 Recertification Training grievance. 2-2 vote, Ald. Sladek and Ald. Moore yes; Ald. DeWane and Ald. Steuer no.

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

PROTECTION & WELFARE COMMITTEE REPORT
August 16, 2016

1. To approve the Notice of Change of Agent for Ultimate Mart, LLC, Copps Foods, at 1819 Main Street with the approval of the proper authorities.

2. To hold an appeal by Everett Olson to the denial of his Operator License application until September's Protection & Welfare Committee meeting.

3. To approve the request by the owners of Buddha's Still Sports Bar & Grill, 2148 University Avenue, to hold an outdoor event on August 28, subject to complaint.

4. To approve the request by Green Bay Sportservice, Inc., 1265 Lombardi, to hold an outdoor event on September 3, subject to complaint.

5. To approve the request by Brewski's on Broadway, 1100 S. Broadway, to hold an outdoor event on September 10, subject to complaint.

6. To approve the request by Hyatt Hotel, 333 Main Street, to include an outdoor space as part of their licensed premises, subject to complaint.

7. To approve the application for a "Class B" Combination License by Sarah Melissa Wolf, at 636 Lime Kiln Road. (Formerly Whiskey Bay) with the approval of the proper authorities.

8. To approve an application for an available "Class B" Combination License by El Presidente, Green Bay LLC, at 219 N. Washington St. with the approval of the proper authorities.

9. To approve an application for a "Class B" Combination License by El Tapatio Bar & Grill, LLC, at 1706 Main Street with the approval of the proper authorities. (Currently Maldanados)

10. To approve a request by the Village of Ashwaubenon for the City to transfer three (3) of its Reserve "Class B" combination licenses to the Village pursuant to Wis. Stat S 125.51 (4) (e).

11. To refer the request by Ald. Scannell to amend the Mobile Food Establishment ordinance during Packer games to the Plan Commission.

12. To receive and place on file the request by Ald. Zima that the City Attorney provide a lettered opinion to the City Council, as well as the citizens of Green Bay, regarding the constitutionality of the following:
    a. The City of Green Bay's Code of Conduct
    b. The application of the City of Green Bay's Ethics Code outside of financial conflicts.

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement"), is made and entered into by and between the Village of Ashwaubenon, a municipal corporation ("Village") and the City of Green Bay, a municipal corporation ("City") as of the date this Agreement is fully executed.

WHEREAS, the Village seeks to support the Titletown District as identified in the Titletown master plan and comprising approximately thirty-four (34) acres immediately West of Lambeau Field ("Titletown District"); and

WHEREAS, the Village and the City are both municipal corporations entitled to issue a pre-determined number of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses pursuant to the quota system established by Wis. Stat. § 125.51; and

WHEREAS, Village has met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses, and as a result, has no further "Class B" combination licenses available to applicants intending to locate in the Titletown District; and

WHEREAS, City has not yet met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses; and

WHEREAS, pursuant to Wis. Stat. § 125.51(4)(e), a municipality may transfer its allocated "Class B" reserve combination licenses to another municipality under certain conditions, provided that certain distance and pricing restrictions are met; and

WHEREAS, the Village is contiguous to the City; and

WHEREAS, Village desires to use three (3) "Class B" reserve combination licenses from the City for use in the Titletown District; and

WHEREAS, City wishes to transfer three (3) of its allocated "Class B" reserve combination licenses to the Village for use in the Titletown District on the terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licenses. The City agrees to transfer to the Village on the terms hereinafter stated, three (3) "Class B" reserve combination licenses, (hereinafter individually referred to as "License" and collectively referred to as "Licenses"). The parties agree that the Licenses are being transferred by the City to the Village for the sole purpose of supporting the creation of the Titletown District and as such, may only be used at a location in the Titletown District. The Village further acknowledges and agrees that the Licenses will be in excess of its allotted quota as set by Wisconsin Statutes and that all requirements of state law shall apply to issuance of the Licenses.

2. Compensation. The total transfer fee to be paid by the Village to the City for the Licenses is the amount of Ten Thousand Dollars ($10,000.00) per License for a total transfer fee of Thirty Thousand Dollars ($30,000.00) ("Transfer Fee"). The Transfer Fee shall be paid in a form acceptable to the City and shall be paid immediately upon

issuance of each License by the Village. As additional compensation, the parties agree that Village shall pay to the City a total of Five Hundred Dollars ($500.00) per year per issued License, or any other amount established by statute, once the City has exhausted its then-available quota of allocated "Class B" liquor licenses and "Class B" reserve liquor licenses ("Additional Compensation"). The Village agrees that the Additional Compensation represents a fair and equitable assessment of lost revenue which the City would have been entitled to but-for this Agreement. Additional Compensation shall be paid unless and until this Agreement is revoked as provided herein.

3. Revocation. The Village hereby agrees that the Village shall not issue any License to any business and/or establishment owned or operated in the City of Green Bay as of the date of this Agreement, and shall not compete with the City for location of any business by enticing such business with the Licenses. The Village further agrees that it will not issue any License to any business and/or establishment for use outside of the Titletown District. In the event the Village breaches the terms of this Paragraph 3, the transfer of the Licenses as provided herein shall be immediately revoked and the affected License(s) shall automatically revert to the City.

4. Right of First Refusal. The Village hereby agrees that in the event any or all of the Licenses become available, the City shall have the right of first refusal to transfer the License(s) back to the City, at no cost to the City, before the License(s) is re-issued.

5. No Waiver. The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions in any way, or of the right of the parties to demand strict compliance with the terms of this Agreement. Waiver of any specific provision or requirement of this Agreement shall be in writing signed by both parties. The waiver of any specific provision or requirement of this Agreement shall not constitute a waiver of any other provision or requirement.

6. Indemnification. The Village shall indemnify and hold harmless the City from all liability from claims for damages arising out of the issuance of the Licenses, provided, however, this hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of state law.

7. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and to the extent possible without affecting the intent of the parties, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

8. Assignment. Neither this Agreement nor the License(s) shall be transferred to any entity or person by the Village without the express written consent of the City.

9. Perpetuity. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties set forth in Paragraphs 2, 3, 4, 5, 6, 7, and 8 herein shall remain in effect without limitation as to time.

10. Entire Agreement. This document contains the entire agreement between Village and City and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors or assigns.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.

13. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To City: City of Green Bay
c/o City Clerk
100 N. Jefferson St.
Green Bay, WI 54301

To Village: Village of Ashwaubenon
c/o Village Clerk
2155 Holmgren Way
Ashwaubenon, WI 54304

Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to effect such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.

14. Time of Essence. Time is of the essence.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

16. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

VILLAGE OF ASHWAUBENON ("Village")

_____ _____
Mike Aubinger – VILLAGE PRESIDENT DATE

_____ _____
Patrick Moynihan Jr. – VILLAGE CLERK DATE

CITY OF GREEN BAY ("City")

_____ _____
James J. Scmitt – MAYOR DATE

_____ _____
Kris A. Teske – CLERK DATE

Moved by Ald. Nicholson, seconded by Ald. Scannell to adopt the report with the exception of Items #3, #10 and #12. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Galvin to adopt Item #3. Motion carried with Ald. Dorff abstaining.
Moved by Ald. Scannell, seconded by Ald. Galvin to adopt Item #10. Motion carried.
Moved by Ald. Scannell, seconded by Ald. Moore to adopt Item #12.
Moved by Ald. Zima, seconded by Ald. Moore to refer Item #12 back to Committee. Motion carried.

REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
August 16, 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

Agamaite, Rebecca L
Anheier, Emily J
Arce, Michael D
Arce, Tanya L
Austin, Robert A
Badalamenti, Christina M
Badger, Matthew P
Bain, Jodi L.
Barac, Melissa J
Barke, Linda L
Barrette, Andrea G
Bayard, Jill M
Belland, Evan M
Belland, Mary T
Belonger, Benjamin J
BHATOYA, MUNISH
Bialkowski, Paula M
Bielen, Dylan R
Bierl, Breanna V
Blohowiak, Adam J
Bolwerk, Jon W
Bomski, April L
Borchardt, Karen A
Bramschreiber, Dan R
Braun, Kristie F
Brennenstuhl, Bradley M
Brock, Stephanie J
Brooks, Lisa L
Brooks, Suzanne R
Brunette, Ana-Lisa
Brunette, Felicia B
Bunker, Aaron H
Burkel, Emily A
Burmeister, Neil J
Bushmaker, Molly M
Butt, Muhammad S
Calderas, Marco A
Calhoun, Andrew J
Callahan, Cassidy M
Cerda, Ramiro
Chamberlain, Linda M
Champeau, Kevin J
Chapman, Shana A
Charles, Cecily A
Cherny, Ellen J
Chosa, Jr., Daniel G
Christianson, Brittany R
Clark, Austin A
Clark, Suzanne R
Cleary, Ami L
Cliver, Larry M
Connor, Jeffrey S
Cook, Tristain J
Cornelius, Bobbie J
Cornelius, Sherenia L
Cowan, Brad T
Dal Santo, Nicole D
Davis, Luke A
De Sotel, Stacy L
De Valk, Annette T
Demeny, Rose M
Denny, Derrick M
DePetro, Michelle F.
Derenne, Brenna L
Derks, Karen A
Doxtater, Ruth E
Doxtator, Schuylee B
Drewiske, Aleea M
Duesing, Rhonda L
Elmer, Brittany J
Epping, Brock W
Erickson, Jennifer L
Ermeling, Kayla M
Ermenc, Jeffrey L
Eyler, Bart M
Fillipelli, Shawn V
Finendale, James M
Finendale, Thomas J
Fischer, Tammy L
Fish, BryAnne R
Foote, Michelle R
Foytik, Bradley A
Fritz, Meagan C
Fuller, Kenneth M
Funke, Stephen A
Gallus, Kevin J
Garvey-Zastrow, Nathaniel R
Gerondale, Jamie L
Getz, Carl M
Gezella, Carrie L
Gibeault, Megan A
Graf, Michelle L
Grandaw, Morgan R

Grueneberg, Cynthia A
Guerrero, Abigail E
Hallett, Doris U
Hartlaben, Nicole B.
Hartley, Alyson N
Hathaway, Ryan A
Heffernan, Heather M
Hendrick, Michael R
Henne, Sally M
Hibbard, Brandi J
Hills, MaryKay L
House, Crystalene V
Howard, Michael C
Huempfner, Andrew J
Hurlbut, Celena R
Huxtable, Jennifer A
Jandrin, Carlean A
Jensen, Kerry A
Jeske, Alexandria l
Johnson, Pamela J
Jonet, Jessica A
Joppe, Daniel A
Jordan, Rose A
Josephson, Ashley R
Karsten, Carissa L
Kastens, Jessica D
Katers, Etta M
Kawula, Phillip D
Kazik, Caitlin M
Kazik, Jan M
Kenowski, Kyle C
Khilji, Mohammad A
King Jr., Carl J
King, Charlene F
King, Kristi L
Klug, Dee Dee A
Knox, Ashley W
Koehler, Paul J
Koeller, Jared M
Kosobucki, Whitney R
Krahn, Gina M
Kuether, Albert W
Kurtz, Kristin M
Lacera, Kelly A
Lafond, Scott M
Lake, Timothy K
LaPointe, Amy J
Larkin, Joseph G
Larson, Daniel L
Larson, Sherry L
LeClair, Jennifer L
Leuthner, Lorranae M
Leyva Quinones, Jennifer L
Lindow, Chris T
Lindstrom, Cynthia J
Lipscomb, Remonia M
Little, Bonnie K
Longsine, Christine A
Longsine, Keith M
Loving, Kyle P
Lubin, Adam N
Lueneburg, Stephanie T
Luisier, Nicole T
Lystrom, Wayne L
Mapes, Bonnie L
Martinez, Amber M
Mattson, Bradley P
McDowell, Farrah A
Mencheski, John J
Meyers II, Twayne W
Miles, Pennylynn F
Miller, Helen C
Miller, Sandi L
Moeller, Tessa O
Moen, Kenneth R
Moore, Kendal L
Morris, Nora J
Mulloy, Adam J
Neil, Ricardo F
Nelson, Tina A
Neuman, Nicole M
Nickel, Rianne R
Niec, Sheila K
Nimmer, Emily D
Ninham, Michael J
Oberjat, Ginger M
Olbrantz, Leigh R
Olson, Shameka V
Oudenhoven-
Skenadore, Taylor
Parins, Ashley L
Parker, Mary A
Pawlak, Stacey A
Perkl, Nikita M
Perrault, Karin L
Petasek, Lynnette M
Peters, Jenna L
Peterson, Jessica L
Peterson, Linda J
Phillips, Brad M
Pierquet, Melissasue I
Pinckney, Donna E
Pliska, Flonnie A
Poehls, Kathryn M
Powless, Sara J
Prahl, Dave A
Purvis, Katherine M
Rass, Aimee J
Ray, Alana M
Reckelberg, Diane D
Reed, Daryl M
Renquin, Michelle L
Rentmeester, Reed M
Ruffing, Teresa A
Rummel, Timothy L
Schmidt, John N
Schmidt, Rhea J
Scholz, Bayley J

Schultz, Steven M
Schulz, Nicole M
Schumacher, Lisa
Selby, Gena H
Selissen, Joelle G
Sense, Darin M
Sewell, Shawna F
Shea, Melissa R
Sherman, Jessica M
Silva, Jolina R
Simonet, Brian J
Sinople, Joseph A
Skenadore Jr, Gordon L
Skenandore, Nevada T
Smet, Aaron W
Smith, Joshua J
Smith, Raymond
Stassburger, Melissa A
Staudenmaier, Brenda J
Steeno, Amy J
Stingl, Corinne E
Stock, Emily A.
Strnad, Jessica A
Summers, Bobbie J
Szczepanski Zurko, Andrew
Szczepanski Zurko, Chad
Szela, Laura R
Takala, Deanna S
Thompson, Richard E
Thorstenson, Donna M
Thyrion, Dawn M
Timm, Mary C
Titel, Robert E
Torres, Maria L
Trafford-Braun, Maureen P
Trepanier, Sabrina M
Tumbarello, Thomas L
Unrath, Mark K
Van Gheem, Tammy L
Van Rens, Jeffrey J
Van Vleet, Christina M
Vandevelde, Rose L
Vann, Corey L.
Verhagen, Tyler L
Vizelka, Bruce A
Wagner, Ashley T
Wagner, Stormey R
Wandahsega, Nicholas S
Wanschura, Richard H
Watermolen, Nicole M
Waterworth, Tina M
Wautier, Lynn D
Weaver, Craig R
Weber, Todd D
Webster, Barbara J
Webster, Gun La Dunt
Webster, Reva M
Webster, Yako S
Wellens, Shana L
Wells, Lauren M
Wendricks, Michael S
Whitehouse, Mary Gail
Wickersheim, Sara L
Wickett, Mathew A
Williams, Paige N
Williquette, Jeffrey M
Wilson, Beth A
Winkelspecht, Katherine E
Wolf, Ashley R
Wolf, Michelle L
Zich, Renee L
Ziebarth, Ben E
Ziemer, Laurie E
Zimmer, Steve D
Zinski, Mark J
Zuelke, Jessica J

Moved by Ald. Zima, seconded by Ald. DeWane to adopt the report. Motion carried with Ald. Moore abstaining from Reed Rentmeester.

REPORT OF THE ETHICS BOARD
AUGUST 16, 2016
(HELD FROM THE JULY 19 MEETING)

The members of the Ethics Board, having met on Tuesday, July 5, 2016, considered all matters on its agenda and wish to report and recommend the following:

1. To adopt the finding of facts and conclusions of law in the matter of the Ethics Complaint against Chris Wery filed by Debbie Jacques under the City of Green Bay Code of Ethics Section 1.90, Sec., (1), (2), and (3).

2. To refer the find of facts and conclusions of law from the Complaint against Chris Wery filed by Debbie Jacques under the City of Green Bay Code of Ethics Section 1.90, Sec (1), (2), and (3) to the Common Council for appropriate action.

In the matter of Jacques v. Wery, copies of the briefs submitted by the parties regarding their objections are available in the City Clerk's office.

Moved by Ald. Zima, seconded by Ald. DeWane, for discussion, to receive the report and place it on file.
Ald. Moore read the following:
The Council may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. 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. Moore, seconded by Ald. Scannell to convene in closed session.
Roll call: Ayes: Dorff, Galvin, Nennig, Moore, Scannell, Sladek. Noes: DeWane, Nicholson, Zima, Steuer, Vander Leest. Abstaining: Wery. Motion carried.
Moved by Ald. Nennig, seconded by Ald. Moore to reconvene in open session. Motion carried.
Moved by Ald. Nennig, seconded by Ald. Galvin that the Council has determined that the decision of the Ethics Board should be received and placed on file. However, in addition, the Common Council issues a letter of reproval.
Ald. Nennig read the following:

Dear Mr. Wery:

As you know, the Common Council of the City of Green Bay has reviewed briefs filed by yourself and Ms. Debbie Jacques, along with attached documents, regarding your conduct while employed at Associated Bank. Although your actions may not have violated the "letter of the law" in City Ordinance 1.90 "Code of Ethics," there is substantial evidence that the following occurred:

While employed at Associated Bank, you used a computer in your workplace to access private information of Ms. Jacques, your opponent in the April 2016 election. At least some of the information was not publicly accessible and could not have been viewed by you if you had not been an employee at the bank. Associated Bank concluded that you "viewed Mrs. Jacques' accounts without a business purpose and without authorization."

It is the opinion of the undersigned that this conduct is beneath the high standard expected of a member of the Green Bay Common Council. It is our belief that it damages the public confidence in the Common Council and the integrity of this institution. Therefore, we the undersigned hereby express our disapproval of your actions in this incident and encourage you to refrain from similar conduct during your future service on the Council.

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

RECEIVE & PLACE ON FILE

Municipal Court Reports for June & July, 2016.

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

RESOLUTIONS

Moved by Ald. Scannell, seconded by Ald. Sladek to suspend the rules for the purpose of adopting Resolutions #13, #14 (as amended), #15 and #17 with one rolls call vote. Motion carried.

FINAL PAYMENTS RESOLUTION
August 16, 2016

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

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

1. SIDEWALKS - 2015
Martell Construction, Inc.

TOTAL AMOUNT EARNED:	**$**	**194,356.07**
LESS AMOUNT RETAINED:	**$**	**0.00**
	$	**194,356.07**
LESS AMOUNT PREVIOUSLY PAID:	**$**	**180,334.39**
AMOUNT DUE THIS ESTIMATE:	$	14,021.68

ACCOUNT NUMBERS
402500-55340-61055: $14,021.68
PO #1500157

Adopted August 16, 2016

Approved August 17, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Scannell, seconded by Ald. Moore 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 THE USE OF UP TO $300,000 OF THE EXCESS STADIUM SALES TAX FUNDS TO REPLACE PRIVATE LEAD SERVICE LINES

August 16, 2016

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

Pursuant to the recommendation of the Finance Committee at its meeting of August 9, 2016, the City of Green Bay authorizes the use of up to $300,000 of the excess stadium sales tax funds to replace all private residential lead service lines, for

applicable property owners, from the curb stop to the meter after the $500,000 Safe Drinking Water Loan Program funds from the Department of Natural Resources have been expended. Any unused excess stadium sales tax funds will be distributed to the Department of Public Works for other infrastructure projects.

Adopted August 16, 2016

Approved August 17, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

RESOLUTION APPROVING
AN EASEMENT AND HOLD HARMLESS AGREEMENT
SEE Ventures, LLC
UTILITY SERVICES AND OBJECTS WITHIN THE ALLEY RIGHT-OF-WAY AT 139 N BROADWAY
August 16, 2016

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

To approve the request by SEE Ventures, LLC to execute a Hold Harmless Agreement contingent upon receiving the applicable insurance, the owner receiving all necessary City approvals and authorizing the Mayor and Clerk to execute the agreement for a Natural Gas Service and Meter, an Electrical Service, Meter and Panel, a Roof Access Ladder and a Door Swing Area within the Alley right-of-way at 139 N Broadway.

Adopted August 16, 2016

Approved August 17, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

Moved by Ald. Scannell, seconded by Ald. Moore 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 CONDITIONAL-USE APPROVAL AT 1059 SHADOW LANE (ZP 16-27)

August 16, 2016

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

That, pursuant to Zoning Petition 16-27 and the recommendation of the Plan Commission on August 8, 2016, the City of Green Bay does authorize a conditional-use permit for a Transient Residential use located on the following described property at 1059 Shadow Lane:

Lot 8, Block 12, Southgate Subdivision No. 6
(Tax Parcel No. 1-2713)

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

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

b. Compliance with the submitted operating plan.

c. The rental agreement shall include contact information for the owner and an additional representative, as well as rules to ensure

compliance with City nuisance regulations; and said information shall be submitted to the Planning Department.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

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

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 1343, 1349, 1355, 1361, AND 1367 EAST WALNUT STREET (ZP 16-33)

August 16, 2016

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

That, pursuant to Zoning Petition 16-33 and the recommendation of the Plan Commission on August 8, 2016, the City of Green Bay does authorize three two-family dwellings in an Office Residential (OR) District located on the following described property at 1343, 1349, 1355, 1361, and 1367 East Walnut Street:

1343 East Walnut Street - Lot 775, Plat of Navarino (Parcel No. 14-225)
1349 East Walnut Street - Lot 776, Plat of Navarino (Parcel No. 14-226)
1355 East Walnut Street - Lot 777, Plat of Navarino (Parcel No. 14-227)
1361 East Walnut Street - Lot 778, Plat of Navarino (Parcel No. 14-228)
1367 East Walnut Street - Lot 779, Plat of Navarino (Parcel No. 14-229)

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

a. A subdivision plat shall be approved prior to receiving building permits for this project.

b. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and approval.

Adopted August 16, 2016

Approved August 17, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

Moved by Ald. Scannell, seconded by Ald. Moore 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 CONDITIONAL-USE APPROVAL AT 1783 MAIN STREET (ZP 16-35)

August 16, 2016

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

That, pursuant to Zoning Petition 16-35 and the recommendation of the Plan Commission on August 8, 2016, the City of Green Bay does authorize a conditional-use permit to operate minor auto repair in a General Commercial (C1) District located on the following described property at 1783 Main Street:

ASTORS SUBD OF PC 3 TO 7 ESFR PART LOT 6 COM NE COR TH SLY ALG E/L TO C/L MANIT RD TH NWLY ALG C/L 183 FT TH NELY TO BEG & PART DESC

IN 351 D 661 EX 351 D 660 & EX ST & EX 1692159 FOR
ST (Tax Parcel No. 21-1299)

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

a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and permit approvals.

b. All vehicle parts shall be stored inside of an enclosed building.

c. There shall be no expansion of the conditional use without Plan Commission and Common Council approval.

d. Approval of a storm water management plan by the City of Green Bay Department of Public Works.

e. Removal of the Main Street curb cut and curb returned to City of Green Bay standards.

f. Repairs shall be made to any chipping and peeling paint on the exterior of the building. Uniform colors shall be used for a consistent façade appearance.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

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

ORDINANCE - FIRST READING

GENERAL ORDINANCE NO. 18-16

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 removing therefrom the following TWO-WAY YIELD:

SPENCE STREET at THORNDALE STREET

SECTION 2. Section 29.307, Green Bay Municipal Code, is hereby amended by adding thereto the following FOUR-WAY STOP:

SPENCE STREET and THORNDALE STREET

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

SECTION 4. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

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

ORDINANCES - THIRD READING

Moved by Ald. Scannell, seconded by Ald. Galvin to suspend the rules for the purpose of adopting the General Ordinances with one roll call vote. Motion carried.

GENERAL ORDINANCE NO. 14-16

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:

> BAIRD STREET, both sides, from a point 120 feet north of Day Street to a point 105 feet south of Day Street
>
> BAIRD STREET, west side, from a point 145 feet north of University Avenue to a point 102 feet south of Stuart Street

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

> BAIRD STREET, west side, from a point 102 feet south of Stuart Street to a point 120 feet north of Day Street
>
> BAIRD STREET, east side, from a point 105 feet south of Day Street to a point 120 feet north of Day Street

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING LOADING ONLY zone:

ELM STREET, south side, from a point 220 feet west of Madison Street to a point 175 feet west of Madison 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 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

GENERAL ORDINANCE NO. 15-16

AN ORDINANCE CREATING SECTION 1.66, GREEN BAY MUNICIPAL CODE, RELATING TO THE GREEN BAY PUBLIC ARTS COMMISSION

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

SECTION 1. Section 1.66, Green Bay Municipal Code, is hereby created to read as follows:

1.66 GREEN BAY PUBLIC ARTS COMMISSION.

(1) Purpose. The arts are an intrinsic expression of life. Thriving communities enjoy shared experiences of diverse and abundant arts and culture. Arts investments creates jobs, leverage private gifts, build a sense of place, invite tourism, revitalize neighborhoods, attract creative people, cultivate democracy, preserve cultural legacy, generate local tax revenue, and enhance our quality of life. The Green Bay Public Arts Commission exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay.

(2) Definitions.

(a) “Commission” means Green Bay Public Arts Commission

(3) Green Bay Public Arts Commission composition. The Commission is hereby created, consisting of five members. Of the membership and if available in the community, one shall be an alderperson and four shall be citizens with a preference for those who are involved with the visual arts, musical arts, or performing arts. The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members appointed, one shall serve a term of one year, one shall serve a term of two years, and two shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years. Each member is subject to the Code of Ethics as outlined in Green Bay Municipal Code § 1.90.

(4) Powers and duties of the Green Bay Public Arts Commission. The authority and activities of the Commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the Commission shall be the development of public support for the arts. The duties of the Commission shall be to:

(a) Advise the Mayor and the Common Council with regard to policies, budgets, and regulations related to the arts, culture, and creative commerce;

(b) Implement the City’s public arts program, including but not limited to, purchasing works of art or purchasing, commissioning, and siting works of art;

(c) Advise municipal efforts to engage artists and creative workers and the community in a broad range of civic initiatives;

(d) Consult with private entities, higher education institutions, and the community with regard to the City’s arts, culture, and creative sector commerce;

(e) Coordinate and support efforts to unite and focus municipal programs and services as they relate to arts and cultural activities and creative sector commerce;

(f) Promote the design, construction and landscaping of public projects and private buildings, including public and private improvements, that enhance the beauty of the City;

(g) Establish and administer guidelines and procedures for distributing grants, issuing requests for proposals for creative services, and making recommendations of selections and awards to the Common Council,

(h) Advise all City departments on installation, maintenance, and deaccession of artwork;

(i) Review the performance of external contractors to the City in the areas of arts and culture; and

(j) Facilitate periodic cultural planning for the City.

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

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

Dated at Green Bay, Wisconsin, this 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

GENERAL ORDINANCE NO. 16-16

AN ORDINANCE
CREATING SECTION 21.11,
GREEN BAY MUNICIPAL CODE,

RELATING TO THE REPLACEMENT OF LEAD WATER SERVICE LINES

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

Section 1. Section 21.11, Green Bay Municipal Code, is hereby created to read:

21.11 LEAD WATER SERVICE LINE REPLACEMENT.

(1) Intent and Purpose. Lead service lines pose a threat to the public health based on the potential for leeching of lead into drinking water. The Common Council of the City of Green Bay therefore finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead pipe water service lines in use within the Green Bay Water Utility system and to that end declares the purposes of this ordinance to be as follows:

(a) to ensure that the water quality at every tap of Green Bay Water Utility customers meets the water quality standards specified under the federal Safe Drinking Water Act; and

(b) to reduce the lead in City drinking water to meet EPA standards in City drinking water for the health of City residents; and

(c) to meet the WDNR requirements for local compliance with the EPA's Lead and Copper Rule; and

(d) to effect the replacement of all high risk lead service lines within one (1) year of their discovery and the replacement of all remaining lead pipe water service lines in use in the City within ten (10) years.

(2) Authorization. This ordinance is enacted pursuant to Sec. 62.11(5) and Sec. 281.12(5), Wis. Stats., and as mandated by 42 U.S.C. Sec. 300g, of the Federal Safe Drinking Water Act, enforced by the EPA and the WDNR.

(3) Rules of Construction and Definitions. This ordinance and all rules and orders promulgated under this ordinance shall be liberally construed so that the purposes enumerated in subsection (1) may be accomplished. Words and phrases shall be construed and understood according to their common and usual meaning unless the contrary is clearly indicated. Within this section:

"Child care facility" means any state licensed or county certified child care facility including, but not limited to, licensed family child care, licensed group centers, licensed day camps, certified school-age programs and Head Start programs.

"City" means City of Green Bay.

“Confirmed water sample test” means a tap water analysis completed after a prior analysis that indicated lead levels at the EPA Action level and conducted in accordance with the Lead and Copper Rule, with Sec. NR 809.547, Wis. Adm. Code., and with instructions provided by the Water Utility.

“Customer-side water service line” means the water conduit pipe running from the customer’s meter to the curb stop which is the Water Utility shut-off valve usually located behind the curb on public property.

“EPA” means the U.S. Environmental Protection Agency.

“EPA Action level” means a concentration of 15 or more parts per billion (ppb) of lead as measured at a customer’s tap.

“Federal Safe Drinking Water Act” means 42 U.S.C.A. Sec. 300f-300j-26.

“General Manager” means the Water Utility General Manager.

“High risk lead service” means a lead customer-side water service line identified in Subsection (5) and any lead customer-side water service line where a confirmed water sample test of a customer’s tap water reveals a lead concentration at or above the EPA Action level.

“Lead and Copper Rule” means the rule created by the EPA and adopted by the WDNR in response to the passage of the Safe Drinking Water Act, which provides maximum contaminant level goals and national primary drinking water regulations (NPDWR) for controlling lead and copper in drinking water. NPDWR regarding approved treatment techniques include corrosion control treatment, source water treatment, lead service line replacement and public education. The rule may be found in 56 FR 26460, 40 CFR part 141.80-141.90, and Chapter NR 809.541-NR 809.55, Wis. Adm. Code.

“Licensed plumber” means a person, firm, corporation or other entity licensed to perform plumbing work in the City by the State of Wisconsin.

“Ppb” means parts per billion.

“Property” means any possessory interest, legal or equitable, in real property including an estate, trust, or lien, and any buildings, structures and improvements thereon.

“Service replacement schedule” means the schedule adopted by the Water Utility Commission for the replacement of lead customer-side water service lines based on community resources, on availability of licensed plumbers and Water Utility resources to complete service line replacements, and on physical location of properties with lead customer-side water service lines. Based on the above factors, customers will be

assigned a time period within the schedule for replacing their lead customer-side water service line. In no case shall a customer on this schedule have less than thirty (30) days from the date of notification pursuant to Subsection (6) for the replacement of any lead customer-side water service line.

"Water Utility" means the City of Green Bay public water utility system, also known as Green Bay Water Utility.

"WDNR" means the Wisconsin Department of Natural Resources.

(4) Survey and Self Inspections. Upon notice from the Water Utility, any person who owns, manages or otherwise exercises control over a property within the Green Bay Water Utility system shall allow the Water Utility to inspect the customer-side water service line or have the customer-side water service line inspected by a licensed plumber to determine whether the service line is lead, copper, cast iron, galvanized steel, plastic or other material.

(5) Lead Service Line Replacement.

(a) All of the following service line material combinations are subject to partial or full replacement with galvanized, copper, and/or plastic service lines under this ordinance as identified:

Water Utility-Side	Customer-Side	Side Requiring Replacement
Lead	Lead	Both
Lead	Galvanized	Water Utility Only
Lead	Copper	Water Utility Only
Lead	Plastic	Water Utility Only
Copper	Lead	Customer Only
Plastic	Lead	Customer Only

No other service line material combinations have been identified which require replacement under this ordinance.

(b) All lead water service lines must be replaced regardless of whether on the Water Utility-side or the customer-side. If a customer-side lead water service line is connected to a Water Utility-side lead water service line, both lines must be replaced at the time Water Utility is replacing its side of the lead water service line. As of the effective date of this ordinance, no lead service line will be allowed to connect to a Water Utility line once replaced.

(6) Replacement Priority. Owners, managers or persons otherwise exercising control over properties within the Green Bay Water Utility system with customer-side lead water service lines shall be required to replace the customer-side water service lines according to the following order of priority and based on the replacement schedule established by the Water Utility Commission:

(a) Schools or child care facilities.

(b) Properties at which a confirmed water sample test at the tap shows lead concentration at 15 or more ppb.

(c) Properties where more than twenty (20) people regularly have access to drinking water during any eight-hour period.

(d) Properties where the Water Utility is replacing its side of the lead water service line to the property.

(e) All other properties not covered in Subsections (5)(a)-(d).

Notwithstanding the schedules set forth herein and any limitations on funding sources which may be made available to either the Water Utility or the customer, all customer-side water service lines identified herein shall be replaced no later than December 31, 2025.

(7) Scheduling. Replacement of customer-side lead pipes that are connected to a Water Utility-side lead service line must be completed at the time the Water Utility-side service line is replaced. Scheduling of all such replacements for customer-side lead pipes must be coordinated between the homeowner's contractor and the Water Utility within thirty (30) days of receipt of notice that the Water Utility-side water service lines are scheduled to be replaced. Additional time to schedule the customer-side lead pipe replacement may be granted by the General Manager of the Water Utility for good cause.

(8) Financing of Replacement. In the event funding is made available for this purpose through any means, an eligible property owner may apply to the City for financing of any portion of the cost of replacing a lead customer-side water service line under the terms of such financing program. Disputes regarding eligibility for financing may be appealed to the Water Utility Commission, unless otherwise noted in the funding program. As a condition of receiving any available financing from the City, the property owner must provide adequate documentation demonstrating that the contractor and/or plumber completing the work anticipated hereunder is properly certified and/or licensed by the State of Wisconsin and/or the City, as appropriate.

(9) Exceptions.

(a) The Water Utility may modify the inspection requirement set forth under Subsection (4) if the customer so requests and demonstrates compelling need.

(b) Upon the demonstration of compelling need, the owner of a single-family dwelling or a business to which the public has no access to tap water and with no more than five (5) employees, may request a change of schedule or an extension of time for compliance with Subsections (5)-(7).

(c) Guidelines for the consideration of requests under Subsections (9)(a) and (9)(b) will be established by the Water Utility Commission.

(d) Compliance deadlines will be calculated on a calendar year basis but may be deferred during the months of December - March on the basis of weather constraints.

(10) Prohibitions. It shall be unlawful for any person to fail to comply with the applicable lead customer-side water service line replacement requirements as set forth herein or to violate any other provision of this ordinance.

(11) Penalties. Any person who violates any provision of this ordinance may be subject to a forfeiture of no less than fifty dollars ($50) and no more than one thousand dollars ($1,000). Each day a violation continues may be considered a separate offense.

(12) Severability. If any subsection or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that subsection or portion shall be deemed severable and shall not affect the validity of the remaining portions of the ordinance.

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 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

GENERAL ORDINANCE NO. 17-16

AN ORDINANCE
AMENDING SECTION 33.08(2), GREEN BAY MUNICIPAL CODE, RELATING TO RESTRICTIONS ON LOCATION OF ALCOHOL LICENSES

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

SECTION 1. Section 33.08(2), Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zones:

(2) RESTRICTIONS ON LOCATION. (Amd. GO 11-00) (Amd. GO 25-10) No alcohol license shall be issued for a premises when any portion of the structure housing the premises would be less than 300 feet from any portion of a structure housing any established public school, parochial school, hospital, or church; **said restriction may be waived by a two-thirds vote of the governing body**. This subsection shall not apply to:

(a) any premises licensed as such on March 25, 2000;

(b) any premises licensed as such prior to the occupation within 300 feet thereof of any school building, hospital building, or church building;

(c) any Special Event or Picnic license; or

(d) any premises operated under both a Class “B” (Beer) or “Class B” (Liquor) license and a restaurant permit where the principal business conducted is that of a restaurant.

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 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Moore, seconded by Ald. Scannell 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. 13-16

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT FOR PROPERTIES LOCATED ALONG THE NORTHEAST CORNER OF SOUTH RIDGE ROAD AND LOMBARDI AVENUE (ZP 16-18)

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 establishing a Planned Unit Development District (PUD) on the following described properties:

1835 S. Ridge Road: PARCELS A & B OF 3 CSM 553 EX J01633-04 CORRECTED IN 2677367 BNG PRT OF LOT 16 CLA TANKS SUBD OF PC 12 & N1/2 OF 13W WSFR EX RD IN 2307919 (Tax Parcel No. 1-1423)

1825 S. Ridge Road: TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR PRT DESCR IN 286 D 62 & 287 D 595 BCR & 330 D 151 & W 30 FT OF LOT 6 BLK 5 THORNDALE SUB (Tax Parcel No. 1-1423-A-2)

1821 S. Ridge Road: THORNDALE SUB LOT 4 BLK 5 (Tax Parcel No. 1-2192)

1297 Thorndale Street: THORNDALE SUB LOT 3 BLK 5 (Tax Parcel No. 1-2191)

1291 Thorndale Street: THORNDALE SUB LOT 2 BLK 5 (Tax Parcel No. 1-2190)

1818 Frank Street: THORNDALE SUB LOT 1 BLK 5 (Tax Parcel No. 1-2189)

1824 – 1826 Frank Street: THAT PART OF PARCEL B VOL 3 CSM PAGE 553 DESC IN J01633-04 CORRECTED IN 2677367 BNG PRT OF LOT 6 BLK 5 THORNDALE SUBD & PART OF LOT 16 CLA TANKS SUBD OF PC 13 & N1/2 OF PC 13W (Tax Parcel No. 1-2194)

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

A. Purpose and Intent. The PUD is being utilized to permit the construction of a multi-story, mixed-use building known as Vainisi Plaza. Due to the proximity to residential properties, appropriate buffering is desired to minimize impacts on the surrounding low density residential properties yet, enhance the changing corridor along Lombardi Avenue and South Ridge Road. The general appearance and design of the site shall comply with the attached Exhibits A to I.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:

1. Multiple-family dwellings, above the first floor.
2. College, University, specialty school or personal instruction.
3. General Office.
4. Bank or other financial institution, excluding drive-thru.
5. Medical office, clinic, animal hospital, veterinary clinic.
6. Health Club, fitness center.
7. Artist's studio, gallery.
8. Restaurants, including catering as part of the principal use; excludes drive-thru.
9. Theater/assembly hall.
10. Personal and business services as defined in the Green Bay Zoning Code.
11. General retail sales limited to the first and second floor of the building.
12. Surface parking as an accessory uses to provide required parking for the permitted principal uses.
13. All other proposed uses are subject to review and consent by the Community Development Review Team (CDRT) and the Green Bay Plan Commission.

C. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall be as required as follows:

1. Setback, Height & Impervious Coverage:

   a. Front yard (Lombardi Avenue): 25 feet maximum
   b. Corner side yard setbacks (South Ridge Road): 20 feet maximum
   c. Rear (Thorndale Street): 15 feet
   d. Interior side yard (Frank Street): 15 feet
   e. A 20 foot setback shall be maintained along the south, west and north property line adjacent to 1820 Frank Street
   f. The principal building shall not exceed 75 feet in height
   g. Impervious coverage: The development shall not exceed 80% impervious coverage of the site.

D. Architecture. All building elevations shall generally comply with Exhibits B, C a nd D and subject to the following requirements:

1. Ground floor facades that face public streets or pedestrian walkways shall have features, such as arcades, display windows, entry areas, awnings, or other such features for no less than forty percent (40%) of the horizontal length of the façade.

2. Wall articulation. No wall that faces a street or connecting walkway shall have a blank, uninterrupted horizontal length exceeding thirty (30) feet without including at least one (1) of the following: change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions. Vertical expansions are excluded at all building entrances.

3. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front. Front building facades shall contain windows at the ground floor or first floor in order to create visual interest.

4. Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. Architectural metal panels are permitted as accents to the building.

E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-523, Green Bay Zoning Code and the following:

1. All building lighting shall be compliant with Chapter 13-526, Green Bay Municipal Code.

2. No pole light shall exceed 20 feet in overall height and shall be shielded when adjacent to a property line or right-of-way line complaint with Chapter 13-527(a) (1), Green Bay Municipal Code.

3. A detailed photometric plan shall be submitted and reviewed by staff compliant with Chapter 13-524, Green Bay Municipal Code.

F. Signage. All signage for the current project shall be regulated as follows:

1. All signs shall be constructed and in compliance with Chapter 13-2004, Green Bay Municipal Code.

2. One illuminated, two-sided monument sign not to exceed 12 feet in overall height is permitted along South Ridge Road and Lombardi Avenue frontages; each sign face shall not exceed 150 square feet and may contain multi-tenant panels (Exhibit E).

3. Each tenant space is permitted one wall sign limited to the Lombardi Avenue and South Ridge Road street frontages not to exceed 50 square feet per sign (Exhibit F).

4. One building identification sign is permitted at the entrance to the north building façade not to exceed 75 square feet (Exhibit G).

5. Directional signs are not to exceed 12 square feet per sign face (Exhibit H).

6. No other signage, except for directional signage, shall face a residentially-zoned parcel.

G. Site Plan Review & Standards.

1. A site plan shall be submitted and review per Chapter 13-1800, Green Bay Municipal Code.

2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code, but may not encroach closer than 20 feet to a public right-of-way/walkway.

3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.

H. Parking/Pedestrian Access.

1. All parking shall be regulated as required in Chapter 13-1700, Green Bay Municipal Code.

2. No vehicular access shall be permitted to Thorndale Street and Frank Street.

3. Pedestrian access shall be provided from all public streets adjoining the development and connected via an internal pedestrian network to the primary entrance of the principal buildings.

4. Bike parking facilities provided adjacent to each principal building in close proximity to a primary entrance.

I. Landscaping/Transitional Yard.

1. A detailed landscape plan shall be submitted identifying the type and placement of all plant materials (Exhibit I).

2. A minimum 4-foot high, but not to exceed 8-feet high, impervious fence, in combination with a berm, is required along the Thorndale Street and Frank Street frontage compliant with Chapter 13-510 and Chapter 13-1820 (C), Green Bay Municipal Code.

3. Dense landscaping shall be implemented with mature plantings.

J. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

K. All tax parcels shall be combined into one tax parcel.

L. The pending Traffic Impact Analysis (TIA) be completed and agreed to by the City of Green Bay and the developer.

M. The vacation of a portion of Frank Street as proposed on Exhibit A.

N. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee

simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

Dated at Green Bay, Wisconsin, this 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Wery to adopt the ordinance.
Moved by Ald. Nennig, seconded by Ald. Scannell to allow one access on Thorndale Street and no access on Frank Street.
Roll call: Ayes: Galvin, Nennig, Scannell. Noes: Dorff, DeWane, Nicholson, Moore, Wery, Zima, Steuer, Vander Leest, Sladek. Motion failed.
Moved by Ald. Scannell, seconded by Ald. Dorff to allow a gated driveway on Thorndale Street open on Packer game days or stadium special events.
Roll call: Ayes: Dorff, Galvin, Nennig, Scannell. Noes: DeWane, Nicholson, Moore, Wery, Zima, Steuer, Vander Leest, Sladek. Motion failed.
Moved by Ald. Wery, seconded by Ald. Scannell 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. 14-16

AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1835, 1825, AND 1821 S. RIDGE ROAD;
1297 AND 1291 THORNDALE STREET AND
1291 AND 1824-1826 FRANK STREET
FROM GENERAL COMMERCIAL (C1) DISTRICT
AND LOW DENSITY RESIDENTIAL (R1) DISTRICT
TO OFFICE RESIDENTIAL (OR) DISTRICT
(ZP 16-18)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District and Low Density Residential (R1) District to Office Residential (OR) District:

<u>1835 S. Ridge Road</u>: PARCELS A & B OF 3 CSM 553 EX J01633-04 CORRECTED IN 2677367 BNG PRT OF LOT 16 CLA TANKS SUBD OF PC 12 & N1/2 OF 13W WSFR EX RD IN 2307919 (Tax Parcel No. 1-1423)

<u>1825 S. Ridge Road</u>: TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR PRT DESCR IN 286 D 62 & 287 D 595 BCR & 330 D 151 & W 30 FT OF LOT 6 BLK 5 THORNDALE SUB (Tax Parcel No. 1-1423-A-2)

<u>1821 S. Ridge Road</u>: THORNDALE SUB LOT 4 BLK 5 (Tax Parcel No. 1-2192)

1297 Thorndale Street: THORNDALE SUB LOT 3 BLK 5 (Tax Parcel No. 1-2191)

1291 Thorndale Street: THORNDALE SUB LOT 2 BLK 5 (Tax Parcel No. 1-2190)

1818 Frank Street: THORNDALE SUB LOT 1 BLK 5 (Tax Parcel No. 1-2189)

1824 – 1826 Frank Street: THAT PART OF PARCEL B VOL 3 CSM PAGE 553 DESC IN J01633-04 CORRECTED IN 2677367 BNG PRT OF LOT 6 BLK 5 THORNDALE SUBD & PART OF LOT 16 CLA TANKS SUBD OF PC 13 & N1/2 OF PC 13W (Tax Parcel No. 1-2194)

SECTION 2: This rezoning shall be subject to the following conditions:

a. The combination of all subject parcels into one tax parcel.

b. Approval of the Planned Unit Development ordinance for the subject property.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Wery 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. 15-16

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT FOR PROPERTIES LOCATED AT 1599 UNIVERSITY AVENUE (ZP 16-30)

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 establishing a Planned Unit Development (PUD) District on the following described properties:

> NEWBERRYS ADD SUBD #1 PRT O F LOTS 33-34 & 44 DES IN 251 D 117 255 D 139 330 D 258 235 D 248 & E 1/2 OF E 149.70 FT OF LOT 34 EX N 195 FT & PRT OF LOT 44 E OF K G B & W RR AS DESC IN 97 D 149 & 1/2 VAC ST ADJ IN 2343476 & PRT OF LOTS 34 (Tax Parcel No. 19-31-A)

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

A. Purpose and Intent. The PUD is being utilized to permit the construction of several separate self-service storage units. Due to the proximity to residential properties, appropriate buffering is desired to minimize impacts on the surrounding low density residential properties yet, enhance the corridor along University Avenue and Elizabeth Street. The general appearance and design of the site shall comply with the attached Exhibits A to D.

B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:

1. Self-service storage units.
2. No commercial transactions shall be permitted other than the rental of storage units.
3. Surface parking as an accessory use to provide required parking for the permitted principal uses.
4. No outdoor storage of materials/goods is permitted.

C. Dimensional and Area Requirements. Dimensional and area requirements for principal structures on the subject property shall be as required as follows:

1. Setback, Height & Impervious Coverage:

   a. Front yard (Elizabeth Street): 15 feet maximum
   b. Rear and Interior side yard: 10 feet, parking 0 feet.
   c. Principal buildings shall not exceed 20 feet in height.
   d. The development shall not exceed 85% impervious coverage of the site.

D. Architecture. All building elevations shall generally comply with Exhibits B, C and D. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades.

E. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-523, Green Bay Municipal Code, and the following:

1. All building lighting shall be compliant with Chapter 13-526, Green Bay Municipal Code.
2. No pole light shall exceed 20 feet in overall height and shall be shielded when adjacent to a property line or right-of-way line complaint with Chapter 13-527(a) (1), Green Bay Municipal Code.

F. Signage. All signage for the current project shall be regulated as follows:

1. All signs shall be constructed and in compliance with Chapter 13-2004 Green Bay Municipal Code.
2. One illuminated, two-sided monument sign not to exceed 8 feet in overall height is permitted along Elizabeth Street. The sign face shall not exceed 100 square feet and may contain multi-tenant panels.
3. Wall-mounted signage is not permitted.
4. Directional signs are not to exceed 6 square feet per sign face.

G. Site Plan Review & Standards.

1. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Municipal Code.
2. All service, loading and refuse areas shall be screened per Chapter 13-1813, Green Bay Municipal Code, but may not encroach closer than 20 feet to a public right-of-way/walkway.
3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Municipal Code.

4. Parking standards shall be complaint with Chapter 13-1700, Green Bay Municipal Code.

H. Landscaping/Transitional Yard.

1. A detailed landscape plan shall be submitted identifying the type and placement of all plant materials.
2. A 7-foot high impervious fence is required along the north property line.

I. A stormwater management plan, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 30, Green Bay Municipal Code.

J. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property.

All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

Dated at Green Bay, Wisconsin, this 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Wery 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. 16-16

AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1599 UNIVERSITY AVENUE
FROM GENERAL COMMERCIAL (C1) DISTRICT
AND LOW DENSITY RESIDENTIAL (R1) DISTRICT
TO LIGHT INDUSTRIAL (LI) DISTRICT
(ZP 16-30)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District and Low Density Residential (R1) District to Light Industrial (LI) District:

NEWBERRYS ADD SUBD #1 PRT O F LOTS 33-34 & 44 DES IN 251 D 117 255 D 139 330 D 258 235 D 248 & E 1/2 OF E 149.70 FT OF LOT 34 EX N 195 FT & PRT OF LOT 44 E OF K G B & W RR AS DESC IN 97 D 149 & 1/2 VAC ST ADJ IN 2343476 & PRT OF LOTS 34 (Tax Parcel No. 19-31-A)

SECTION 2: This rezoning shall be subject to approval of the Planned Unit Development Ordinance for the subject property.

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

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 16th day of August, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

Moved by Ald. Zima, seconded by Ald. Wery 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. Vander Leest to adjourn at 2:33 A.M. Motion carried.

Kris A. Teske
Green Bay City Clerk