



MINUTES OF THE COMMON COUNCIL

TUESDAY, September 20, 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, R. Scannell, C. Wery, G. Zima, M. Steuer, J. Vander Leest, T. Sladek. Excused: None. Ald. J. Moore arrived at 7:30 P.M.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. DeWane to approve the minutes of the August 16, 2016, meeting. Motion carried.

Ald. Steuer stated that he was in the audience at the Protection & Welfare Committee meeting and wished it noted in the minutes.

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

Moved by Ald. Wery, seconded by Ald. DeWane to move Zoning Ordinance 17-16 after appointments and reappointments. Motion carried.

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

REPORT BY THE MAYOR

Green Bay is now the home of the best tasting water in Wisconsin, according to the Wisconsin Section of the American Water Works Association (WIAWWA). They can now enter its water in the North American competition at the American Water Works Association Annual Conference and Expo next spring in Philadelphia. There will be an ASPIRO Walk on Saturday, September 24 at 10:00 A.M. on the City Deck near Nicolet Bank.

PUBLIC HEARING

Public hearing regarding vacation of excess right-of-way at the intersection of Frank Street and Shadow Lane.

No one appeared.

Moved by Ald. Scannell, seconded by Ald. DeWane to suspend the rules for the purpose of adopting the vacation resolution. Motion carried.

PETITIONS & COMMUNICATIONS

CLERK

Request by Ald. Steuer that alders are notified in a timely fashion about Board of Appeals agenda items concerning their district, so that proper representation can be realized with their constituents who are requesting the variances.

Request by Ald. Steuer, for consistency's sake, that each committee's minutes show a list of its members, the chair, the vice-chair, members excused, members absent, and others present, including other alders.

Request by Ald. Steuer that each committee chair note to the audience that other alders are in attendance, and who they may be, and that their names be shown in the minutes.

COUNCIL COMMITTEE OF THE WHOLE COUNCIL PRESIDENT & VICE PRESIDENT

Request by Ald. Zima that the Council President and Vice President prepare and gather signatures for a Special Meeting of the Common Council to deal with a discussion and possible action for the removal of Mayor James Schmitt from office in accordance with State Statute 17.132(1)(a) as soon as possible after October 5, 2016.

LEGAL

Request by Ald. Steuer to produce a list of possible scenarios for mayoral succession if the Mayor steps down for any reason.

PROTECTION & WELFARE COMMITTEE

Application for a "Class B" Combination License by Baeb Zuege, LLC at 1570 Elizabeth Street. (Currently Jesse Verheyen)

Appeal by Rajdeep Grewal to the denial of his Operator License application.

Request by Ald. Scannell to amend the moratoriums on liquor licenses to allow exceptions with either a 2/3 or 3/4 vote from the Council.

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

APPOINTMENTS BY THE MAYOR

NEW APPOINTMENTS

Green Bay Public Arts Commission

Ald. Randy Scannell, Term of Office

Cheryl Renier-Wigg, Term to expire September 1, 2017

Tina Quigley, Term to expire September 1, 2018

Matt Bero, Term to expire September 1, 2019

Kent Hutchinson, Term to expire September 1, 2019

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

RE-APPOINTMENTS

Historic Preservation Commission

David Boyce, Term to expire August 1, 2019

Patty Olson, Term to expire August 1, 2019

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

At this time action was taken on Zoning Ordinance No. 17-16.

REPORTS FOR COUNCIL ACTION

REPORT OF THE PARK COMMITTEE

September 20, 2016

The Park Committee, having met on Wednesday, September 14, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve a request by My Brother's Keepers to host a 3K Walk & Night Vigil from 10 a.m.-8:30 p.m. on Saturday, October 1, 2016, at Colburn Park contingent upon the following:
 - All costs of the event are the responsibility of My Brother's Keeper;
 - All proper permits and insurances being obtained;
 - My Brother's Keeper is responsible for all security;
 - Must adhere to all noise ordinances and regulations;
 - No alcohol will be served in the park;
 - Final approval of the City Special Event Committee.
2. To direct staff to draft a notification/enforcement procedure and ordinance modification that dead or dangerous trees can be ordered removed from private property upon review and confirmation by the City Forester and bring it back to the Park Committee for review and approval.
3. To approve the request by Ald. Zima that the City place a sidewalk through Seymour Park to connect South Oakland Avenue that is divided by the park using Community Development Block Grant funding.
4. To approve the reallocation of \$16,000 in Park Community Development Block Grant funding to go towards a new sidewalk, playground equipment, and drinking fountain at Seymour Park.
5. To approve the resolution in support of the grant application for the 2016-2017 Wisconsin RPC's WI.DNR EAB Mitigation Grant.
6. To approve the increase of the annual Metropolitan Boat Launch fees from \$30 to \$35 contingent upon De Pere and Brown County doing the same.
7. To accept the donation from the Redevelopment Authority of Parcel 8-279 (313 St. George Street) to the City of Green Bay for the expansion of the East River Trail.
8. To approve the request by Ducks Unlimited and the U.S. Fish & Wildlife to apply for grants to install a wetland waterfowl nesting habitat area at the Ken Euers Natural Area contingent upon the following:
 - Parks and Public Works' review and approval of the final design and engineering documents;
 - All proper permits being obtained;
 - All costs for engineering and construction are the responsibility of Ducks Unlimited;
 - Ducks Unlimited will be responsible for the annual gas costs for the pump.

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

**Report of the Green Bay Plan Commission
September 20, 2016**

The Green Bay Plan Commission, having met on Monday, September 12, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend Chapter 13-602, Table 6-1 and Chapter 13-1602 (j) related to transient residential uses, subject to the draft ordinance.
2. To authorize a Conditional Use Permit (CUP) for an educational use at 800 Packerland Drive, subject to standard site plan review and approval.
3. To rezone 1638 University Avenue from Light Industrial (LI) to General Commercial (C1), and 1652 University Avenue from Light Industrial (LI) to General Commercial (C1).
4. To rezone 717 Nicolet Avenue from Low-Density Residential (R1) District to Office/Residential (OR) District.
5. To rezone 908 & 910 Velp Avenue from General Commercial (C1) to Low Density Residential (R1).
6. To declare city properties located at 908 & 910 Velp Avenue as “city surplus”, subject to the following condition:
 - A. No vehicular access to Velp Avenue shall be allowed from the area declared surplus.
7. To receive and place on file the request of Ald. Randy Scannell to amend the Mobile Food Establishment ordinance during Packer games to permit food trucks in Residential.

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

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY September 20, 2016

The Green Bay Redevelopment Authority, having met on Tuesday, September 13, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To refer to staff the communication from August 16, 2016, of the Common Council by Ald. Nicholson to review the cash flow for all TIFs separately until the end of the TIFs life. Cash flows should include all projected or planned future expenses.

2. To refer to staff the communication from August 16, 2016, of the Common Council by Ald. Nicholson to review the total amount of the I-43 Industrial Park TIF that has been paid out as a donor TIF since it's been in place.
3. To refer to staff the communication from August 16, 2016, of the Common Council by Ald. Nicholson to review the total amount of expenses and total amount of debt left in the I-43 Industrial Park TIF.
4. To refer to staff the communication from August 16, 2016, of the Common Council by Ald. Nicholson to review the amount of administration fees for City operational cost we are charging to TIFs yearly; an itemized list of expenses per TIF.
5. To receive and place on file the report on status of Neighborhood Enhancement funds, including status of properties recently acquired from Brown County, as per the communication by Ald. Moore.
6. To approve Development Agreement for 1901-1931 Main Street.
7. INFORMATIONAL ONLY – To use \$80,000 of Neighborhood Enhancement funds and to deed Parcels 14-460, 14-461, 14-462, 14-463, and 14-464 to NeighborWorks Green Bay under the New Homes In Your Neighborhood Program for construction of five (5) single family attached Navarino townhomes.
8. INFORMATIONAL ONLY – To purchase 1409 Elm Street, 1634 Sixth Street, and 115 S. Van Buren Street from Brown County for \$40,086.24, using Neighborhood Enhancement funds, for the New Homes In Your Neighborhood program.
9. INFORMATIONAL ONLY – To deed 1004 Dousman Street to WS Properties for rehabilitation and sale to owner occupant for the New Homes In Your Neighborhood program.
10. INFORMATIONAL ONLY – To use up to \$2,500 of Neighborhood Enhancement funds for the Wilder Neighborhood Beautification Project.
11. INFORMATIONAL ONLY – To continue work on a Term Sheet with New Town Redevelopment, LLC for a project at 321 and 325 N. Broadway (Tax Parcels 5-587 and 5-586).

DEVELOPMENT AGREEMENT 16-03

1901-1931 MAIN STREET

This Development Agreement is made this ____ Day of _____, 2016,
 by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
 THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),

and GB REAL ESTATE INVESTMENTS, 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
21-1323-1	1901 Main St.	0.475
21-1323-3	1911 Main St.	0.909
21-1323-4	1931 Main St.	1.071

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 2.455 acres of land. Developer proposes subdividing the property into three lots upon Project completion. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer intends to complete a Project, which involves the construction of three new structures: a banking institution on Tax Parcel 21-1323-1, a fast-food restaurant on Tax Parcel 21-1323-3, and a dental clinic on Tax Parcel 21-1323-4. The redevelopment requires additional engineering and environmental work because of historical dry cleaner contamination. 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.
- D. The Property has a 2016 assessed value of \$641,500.00 which yielded \$14,063.02 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 \$2,370,000.00, which is anticipated to yield approximately \$38,234.00 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. Ten (10) (the "TID"), which will provide part of the financing for certain costs of the Project.
- F. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to 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, environmental hazards will be mitigated, and the public will generally benefit, the City has agreed to provide assistance to Developer 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 GB REAL ESTATE INVESTMENTS, 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. Ten (10) 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 (PayGo) obligation of the City, as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

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 Incentive Cap. Irrespective of the total amount of Qualified Expenses incurred and paid by Developer, the City shall not be obligated to pay TIF Incentive in excess of \$120,000.00.
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. TIF payments shall only continue for a period of no longer than seven (7) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2023.

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. Traffic Impact Analysis. The Developer shall not be required to submit a traffic impact analysis regarding the Project.
- C. 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 November 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 \$600,000 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.
- D. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than November 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.

- E. Proof of Financing. By no later than November 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.
- F. 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.
- G. 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.
- H. 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.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. 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 December 1, 2016, and shall be completed no later than September 1, 2017. Developer shall file with the RDA copies of the detailed construction plans within thirty (30) days after completion of the Project.
- K. 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.

- L. 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.
- M. 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.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. 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.
- P. 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 thirty (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 Tax Increment District No. Ten (10), 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.

Q. 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.

R. 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.

S. 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.

T. 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 seven (7) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2023.
- C. Survival of Certain Provisions. Sections IV.F, IV.H, IV.I, IV.J, IV.K, IV.L, IV.M, IV.N, IV.O, IV.P, IV.Q, IV.R.2, IV.T, 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

To the Developer: GB REAL ESTATE INVESTMENTS, LLC
Attention: Garritt R. Bader
300 N. Van Buren Street
Green Bay, Wisconsin 54301

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.

[Signature pages follow]

Notary Public, _____ County, Wisconsin

My _____ Commission Expires _____

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

1901 Main Street, Parcel Number 21-1323-1:

Lot 1, Volume 61 Certified Survey Maps, Page 246, Map No. 8669, as Document No. 2745305, said map being all of Lot 1, Volume 57 Certified Survey Maps, Page 357, Map No. 8266, as Document No. 2602736; said map being all of Lots 1, 2, 3, 4 and Outlot of Volume 5 Certified Survey Maps, Page 189, Map No. 1371, vacated Huth Street and Erma Drive as described in Jacket 17618, Image 15, as Document No. 1267854, vacated Erma Drive as described in Volume 741, Page 247, part of Lots 7 and 8 according to the recorded Plat of Private Claims 3, 4, 5, 6, and 7, East Side of Fox River, known as Astor's Subdivision of Private Claims 3 – 7, all of Lots 5 and 6, Block 2, of Hillside Addition, all of Parcel A of Volume 2 Certified Survey Maps, Page 315, Map No. 508, all of Parcel A of Volume 3 Certified Survey Maps, Page 83, Map No. 728, and part of Lots 43 and 44 of the First Addition to St. Bernard Heights, all in the City of Green Bay, Brown County, Wisconsin.

1911 Main Street, Parcel Number 21-1323-3:

Lot 2, Volume 61 Certified Survey Maps, Page 246, Map No. 8669, as Document No. 2745305, said map being all of Lot 1, Volume 57 Certified Survey Maps, Page 357, Map No. 8266, as Document No. 2602736; said map being all of Lots 1, 2, 3, 4 and Outlot of Volume 5 Certified Survey Maps, Page 189, Map No. 1371, vacated Huth Street and Erma Drive as described in Jacket 17618, Image 15, as Document No. 1267854, vacated Erma Drive as described in Volume 741, Page 247, part of Lots 7 and 8 according to the recorded Plat of Private Claims 3, 4, 5, 6, and 7, East Side of Fox River, known as Astor's Subdivision of Private Claims 3 – 7, all of Lots 5 and 6, Block 2, of Hillside Addition, all of Parcel A of Volume 2 Certified Survey Maps, Page 315, Map No. 508, all of Parcel A of Volume 3 Certified Survey Maps, Page 83, Map No. 728, and part of Lots 43 and 44 of the First Addition to St. Bernard Heights, all in the City of Green Bay, Brown County, Wisconsin.

1931 Main Street, Parcel Number 21-1323-4:

Lot 3, Volume 61 Certified Survey Maps, Page 246, Map No. 8669, as Document No. 2745305, said map being all of Lot 1, Volume 57 Certified Survey Maps, Page 357, Map No. 8266, as Document No. 2602736; said map being all of Lots 1, 2, 3, 4 and Outlot of Volume 5 Certified Survey Maps, Page 189, Map No. 1371, vacated Huth Street and Erma Drive as described in Jacket 17618, Image 15, as Document No. 1267854, vacated Erma Drive as described in Volume 741, Page 247, part of Lots 7 and 8 according to the recorded Plat of Private Claims 3, 4, 5, 6, and 7, East Side of Fox River, known as Astor's Subdivision of Private Claims 3 – 7, all of Lots 5 and 6, Block 2, of Hillside Addition, all of Parcel A of Volume 2 Certified Survey Maps, Page 315, Map No. 508, all of Parcel A of Volume 3 Certified Survey Maps, Page 83, Map No. 728, and

part of Lots 43 and 44 of the First Addition to St. Bernard Heights, all in the City of
Green Bay, Brown County, Wisconsin.

Moved by Ald. Scannell, seconded by Ald. Dorff to adopt the report with the exception of Item #6. Motion carried.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #6. Motion carried.

**REPORT OF THE
TRAFFIC, BICYCLE, AND PEDESTRIAN COMMISSION
September 20, 2016**

The Traffic Commission having met Monday, August 22, 2016 considered all matters on its agenda and wishes to report and recommends the following:

1. To refer to staff for study the request on investigating and developing a plan to better mark our crosswalks to make them more visible and safer.
2. To receive and place on file the request on developing a year-long plan for educating drivers, pedestrians and bicyclists to be more aware of each other's use of roadways, to include enforcement to make our roadways safer for all to use.
3. To refer to staff for study to identify roads best suited for bike lanes and to provide bike lane installation and maintenance costs for those proposed routes.
4. To receive and place on file the request to change the NO STOPPING OR STANDING spaces on the north side of Cherry Street, west of Washington Street to either 1-HOUR parking between 7 AM and 3 PM or parking meters possible between 7 AM and 3 PM.
5. To refer to staff the request to study the beginning and end point of truck traffic on Broadway and plan possible alternate routes, studying in particular the area from Ninth Street to Mather Street.
6. To refer to staff the request to have a traffic study on North Locust and North Platten Streets, between Dousman and Kellogg Streets.
7. To postpone to the September 19, 2016 Traffic, Bicycle, and Pedestrian Commission meeting, the request to discuss, with possible action, to study the feasibility of establishing a YIELD or STOP condition at Park and Bond Streets.
8. To refer to staff 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.
9. To establish and adopt by ordinance a 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on Ernst Drive from Neufeld Street to Shirley Street.
10. To establish and adopt by ordinance a 2-HOUR 7 AM TO 4 PM SCHOOL DAYS zone on Neufeld Street from Ernst Drive to Shirley Street.

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

REPORT OF THE FINANCE COMMITTEE SEPTEMBER 20, 2016

The Finance Committee having met on Tuesday, September 13, 2016, considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the request made by City Assessor, Russ Schwandt, to approve the Settlement Agreement for 201 West Walnut Street.
2. To approve the award of a 3-year contract for Microsoft Enterprise Agreement to CDW-G for \$307,662 (\$102,554/yr.)
3. To approve the award of a 3-year contract for Debt Collection Services to Finance Systems of Green Bay, Inc. for an estimated cost of \$90,000 (\$30,000/yr.), with one 2-year renewal option.
4. To approve the award of a contract for the demolition of a building at 1200 Doty St. to BEST Enterprises, LLC for \$17,425.
5. To receive and place on file the report of the purchase of 12 used vehicles for the School Resource Officers (SRO) from Bergstrom Automotive (2 vehicles for \$24,418 total) and Chrysler World (10 vehicles for \$127,540 total.)
6. To draft a resolution opposing the Brown County Treasurer's proposal to charge \$.85 per parcel to print the City's tax bills.
7. To receive and place on file the request by Ald. Andy 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 10 years.
8. To receive and place on file the request by Ald. Andy Nicholson for review of the cash flow for all TIFS separately until the end of the TIFS life; cash flows should include all projected or planned future expenses.
9. To receive and place on file the request by Ald. Andy Nicholson to review the total amount of the I-43 Industrial Park TIF has paid out as a donor TIF since it's been in place.
10. To receive and place on file the request by Ald. Andy Nicholson to review the total amount of expenses and total amount of debt left in the I-43 Industrial Park TIF.

11. To receive and place on file the request by Ald. Andy Nicholson to review the amount of administration fees for City operational cost we are charging for TIFs yearly; an itemized list of expenses per TIF.

**2016 Contingency Fund
\$58,000**

Moved by Ald. DeWane, seconded by Ald. Scannell to adopt the report with the exception of Item #6. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Wery to adopt Item #6. Motion carried.

**REPORT OF THE
IMPROVEMENT AND SERVICE COMMITTEE
September 20, 2016**

The Improvement and Service Committee, having met on September 14, 2016 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Betty DeKeyser-Hill for an exemption to §16.11(b)2, Green Bay Municipal Code requiring the mandatory connection of sump pump discharge to City's storm sewer system at 3275 Humboldt Road.
2. To approve the request by Yvonne Ebinal to rescind the special waste collection charge of \$70.00 at 416-418 North Maple Avenue and to invoice 414 North Maple Avenue.
3. To approve the request by Ald. Moore to review our current policy regarding postcard surveys for scheduling street repairs and to eliminate the postcard survey process and create a new process whereby the residents are notified when the street resurfacing program is up for adoption which will be three years prior to actual construction.
4. To have Department of Public Works work with the Law Department to modify Chapters 13 and 29 of City Ordinances to not allow parking in the right-of-way.
5. To receive and place on file the request by Ald. Nicholson to review Section 9.02, Green Bay Municipal Code, regarding storage of recycling and garbage carts.
6. To approve the adjustment of project-specific special assessment rates for Monroe Avenue – Cass Street to Main Street to be \$11.00 per front foot for residential-zoned properties and \$54.90 per front foot for all other zoning classifications.

7. To approve the parking agreement for Lot CC between City of Green Bay and Washington Street Depot LLC and to authorize the Director to execute the agreement.
8. To receive and place on file the request by Department of Public Works to discuss Master License Agreement between the City of Green Bay and Wisconsin Technology Networking, LLC contingent upon placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement and to authorize the Director of Public Works to execute the supplemental licenses for each site.
9. To approve the request by Department of Public Works to award a sole source contract to Toter for garbage and recycle carts.
10. To approve the request by Department of Public Works to amend Section 9.15, Green Bay Municipal Code, allowing City staff to perform Public Works construction activities on City projects.
11. To approve the report of the Purchasing Manager:
 - A. To report the purchase of a Used 2008 Bobcat ToolCat from Bobcat Plus for \$25,900.
 - B. To purchase replacement recycling and trash carts from Toter for the estimated amount of \$50,000 per year. This is a 1-year agreement, with four 1-year renewal options by mutual consent.
12. To deny the award of the following contracts to the low, responsive bidders:
 - A. To deny to award contract PARKS PROJECT 5-16 (FOX RIVER TRAIL – MAIN ST. TO 1000' W/O MONROE AVE.).
 - B. To deny to award contract REROOFING FIRE STATION #5.To approve and award the following contracts to the low, responsive bidders:
 - C. To approve to award contract WEST MUNICIPAL GARAGE PIPE INSULATION to Hurckman Mechanical Industries, Inc., in the amount of \$16,015.00.
13. To approve the following businesses to allow objects to be placed within the City of Green Bay Rights-Of-Way contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

	<u>NAME</u>	<u>LOCATION</u>	<u>TYPE OF OBJECT</u>
a.	Kavarna	143 N Broadway	Tables & Chairs
b.	Monkey Tailz	155 N Broadway	Tables, Chairs, Flag Sign
c.	Prohibition Lounge	159 N Broadway	Table & Chairs

Moved by Ald. DeWane, seconded by Ald. Moore to adopt the report with the exception of Item #3. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Nicholson to adopt Item #3.

Moved by Ald. Zima, seconded by Ald. DeWane for discussion to refer Item #3 back to committee.

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

Moved by Ald. Moore, seconded by Ald. Scannell to adopt Item #3.

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

REPORT OF THE PERSONNEL COMMITTEE September 20, 2016

The Personnel Committee, having met on Tuesday, September 13, 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. Special Facilities Assistant Manager – Parks, Recreation & Forestry
 - b. Evidence Technician - Police

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

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

PROTECTION & WELFARE COMMITTEE REPORT September 20, 2016

The Protection & Welfare Committee, having met on Monday, September 12, 2016, considered all matters on the agenda and wishes to report and recommend the following:

1. To refer back to staff a 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 authority for the Code of Conduct & Ethics Code as well as suggested revisions of the ordinances to be sent to the Ethics Board.

2. To approve the Notice of Change of Agent for Krist Oil Company at 1180 E. Mason Street.
3. To approve an application for an available "Class B" Combination License by Sepia Wedding Chapel, LLC at 3562 Finger Road, subject to 2/3 vote of the council and approval of the proper authorities.
4. To hold until the next Protection & Welfare meeting an application for a "Class A" Liquor License by Dousman Fuel, Inc. at 606 Dousman Street until the Police Department can reach out to school and neighborhood associations.
5. To hold until next Protection & Welfare meeting an application for a "Class A" Liquor License by Terry's E-Z Go, LLC at 401 Mather Street until the Police Department can review previous violations.
6. To hold until the next Protection & Welfare meeting application for a "Class A" Liquor License by Singhs C Store 2, Inc. at 952 W. Mason Street.
7. To approve an available "Class B" Combination License by Aardvark Wine Lounge, LLC at 304 Pine Street, subject to $\frac{3}{4}$ vote of the council and approval of the proper authorities.
8. To approve an application for an available "Class B" Combination License by CJ Lochs, LLC at 1238 State Street, with approval of the proper authorities.
9. To approve an application for a Class "B" Beer and "Class C" Wine License by SIL SUCH IS LIFE LLC at 154 N Broadway, with approval of the proper authorities.
10. To approve an appeal by Everett Olson to the denial of his Operator License Application with the conditions that the employer provide a letter stating they are willing to employ the applicant and are aware of his background and that the license be reviewed in 6 months. 2-2 vote, Ald. Scannell and Ald. Zima yes; Ald. Galvin and Ald. Dorff no.
11. To approve an appeal by Terry Conyers to the denial of his Operator License Application.
12. To approve an appeal by Gail Heil to the denial of her Operator License Application.
13. To approve an appeal by Thomas Oreskovic to the denial of his Operator License Application.

14. To deny an appeal by Steven Sweet to the denial of his Operator License Application.

15. To approve the draft ordinance as amended regarding Commercial Quadricycle Licensing.

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

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
September 20, 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

Alavez, Maricruz A	Davis, Jason M	Hogan, Theresa M
Baenen, Ann M	Dexter, Canary D	Janowski, Peter J
Basten, Hillary A	Diehls, Hayley A	Janssen, Elizabeth S
Baudhuin, Philip S	Doxtator, Stana M	Jensen, Craig S
Behm, Brandon R	Du Pont, Brian G	Jorgensen, Jennifer R
Behnke, Anthony R	Dumke, Lindsay A	Jost, Kymm A
Belongea, Lindsey C	Dunbar, Amy J	Kalies, Kelly A
Bergfelt, Katelyn J	Earley, Melissa A	Kanikula, Kathleen M
Bettis, David J	Ehrbar, Anthony W	Kelly, Spencer D
Beyer, Stephanie A	Erdman, Kelly J	Kempke, Carol R
Bianco, Lauren S	Fischer, Christine A	Koehn, Connie A
Blair, Barbara E	Freed, Lori K	Koller, Nathan M
Blemke, Lisa A	Fritz, Adam J	Konop, Michael J
Blowers, Tisha L	Galske, Anna M	Konop, Shantel M
Bondar, Nicole M	Gano, Erin A	Kranski, Kenneth W
Bonnin, Tammy L	Gantz, Pamela A	LaCroix, Michael S
Boucher, Nicole M	Garrity, Roger J	Laes, Kelli M
Brown, Sunnie L	Geronimi, Tina M	Lambert, Wendy L
Bubnik, Alexandra R	Gleason, Brian T	Le Noble, Megan M
Budrawich, Brittany A	Gordon, Michelle L	LeNoble, Kristy A
Buhr, Brenda L	Grajeda, Luis A	Lenz, Alan J
Burhite, Michelle A	Groesbeck, Lynn M	Lotto, Bridget K
Caprario, Curt R	Grundy, Michelle L	Malcore, Melissa J
Caruso, April L	Grutza, Laighna D	Maltos, Lorena A
Ciszewski, Melissa E	Hansen, Nacody M	Maresh, Andrea L.
Clancy, Thomas P	Hartman, David L	Mattmiller, Rebecca A
Coleman, Tommy T	Hattamer, Michael F	Melvin, Haley L

Conard, Nathan J
Crago, Amanda J
Cristiano, Ruth A
Curtin, Michaelleen M

Mleziva, Roger M
Moen, Zachary J
Moens, Brenda L
Moua, Susan
Mueller, William
Nardi, Elizabeth N
Newcomb, Joshua R
Niedermeier, Kenneth E
Oberjat, Apryl D
Olp, Daniel A
Olp, Sheila M
Olson, Anthony J
Olson, Austin M
Orlando, Sandra M
Owen, Tia P
Owley, Eric J
Packard, Samantha J
Paiser, Dawn L
Paradise, Janet G
Perez, Ernesto
Perez, Oscar D
Perkins, Aaron C
Petersen, Jenna R
Peterson, Robert E
Phillips, Bryant J
Phillips, Maria V
Pickering III, Arthur D
Platfoot, Devon A
Plog, Krysta M
Ponko, Eva I
Priebe, Benjamin J
Pyatskowitz, Emily A
Rake, Charlotte L
Ramirez, Mariceli
Rausch, Douglas J
Reynolds, Karl J
Roehrig, Brian D

Haywood, Richard C
Heraly, Joshua M
Higgins, Tyler R
Hill, Reese E

Rudolph, Dennis J
Ruff, Angela R
Rumbuc, Josh J
Sanders, Brook A
Sanford, Jamie C
Schiebel, Bryan C
Schmidt-Weber, Heather L
Schneider, Marlene A
Scholz, Bobbie J
Schopf, Ryan W
Schultz, Craig L
Schultz, Eric
Schuman, Teresa J
Scully, Tabitha J
Singh, Gurinderpal
Sipes, Isabella M
Smith, Abigail M
Smith, Gregory E
Smith, Shannon A
Smits, Melissa M
Standifer, Devin S
Sundberg, Cari L.
Thomas, Dowe
Thompson, Malcom V
Thyes, Jody L
Tourtilot, Joy L
Turgeon, Joesph N
Turgeon, Tim N
Van Pay, Richard P
VanBoxel, John P
Vang, Sonya
Vanidestine, Scott J
Verba, Michael J
Waniger, McKenzie M
Wanish, Monica J
Wehausen, George J
Wentworth, Hilary L

Menne, Terry L
Metzler, Scott L
Miller, Keyonna L
Mitchler, Sharon L

Wooldridge, Jennifer M
Wright, Lydia K
Yealey, Monica
Zuvich, Michael J

Rohacek, Teri L
Rouse, Stephanie A

Wierschke, James R
Williquette, Heather L

Moved by Ald. Scannell, seconded by Ald. Galvin to adopt the report. Motion carried with Ald. Moore abstaining on the approval of Lauren Bianco and Ald. Scannell abstaining on the approval of Scott Vanidestine.

RECEIVE & PLACE ON FILE

Account Summary Trial Balance for July, 2016.

Building Permit Report for August, 2016.

Municipal Court Report for August, 2016.

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

RESOLUTIONS

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

RESOLUTION AUTHORIZING REFUND OF REAL ESTATE TAXES

September 20, 2016

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

That, as per the recommendation of the Finance Committee at its meeting of September 13, 2016, real estate taxes on Parcel No. 3-306-1 (201 W. Walnut Street) shall be refunded to the property owner in the amount of \$17,621.00.

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

**RESOLUTION AUTHORIZING THE USE OF
EXCESS STADIUM SALES TAX FUNDS
FOR ECONOMIC DEVELOPMENT
AND CAPITAL IMPROVEMENTS**

September 20, 2016

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

Pursuant to the recommendation of the Common Council at its meeting of August 15, 2016, the City of Green Bay authorizes the use of excess stadium sales tax funds as follows:

- Economic development - \$1,000,000
- Capital improvements - \$2,820,000, plus any unused excess stadium sales tax funds.

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

**RESOLUTION IN OPPOSITION TO
BROWN COUNTY CHARGING THE CITY OF GREEN BAY
FOR EACH PRINTED TAX BILL**

September 20, 2016

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on September 7, 2016, the Brown County Administrative Committee approved a proposal from the Brown County Treasurer to charge each municipality \$.85 for tax bills printed for each municipality; and

WHEREAS, the City of Green Bay believes that the cost of \$.85 per printed tax bill is counterproductive to the cooperation needed to collect property taxes on behalf of the City and all taxing entities; and

WHEREAS, the City assesses and values all property and electronically transfers those values to the County at no expense which values are the basis for calculating the Brown County tax bill; and

WHEREAS, the City Finance Department assists the County with additional responsibilities related to the tax roll, including validating that all information turned over to the County is accurate, calculating the assessed mill rate for all tax entities, completing the statement of assessment and statement of taxes amongst other administrative duties to ensure an accurate tax roll is prepared – all at the sole expense of the City; and

WHEREAS, the City's time and resources in assisting Brown County in tax collection is a benefit that exceeds an \$.85 charge per printed tax bill; and

WHEREAS, Brown County benefits from tax collections – beyond what the City and other taxing authorities benefit – as Brown County is authorized to keep any penalties collected on special assessments placed on the tax roll and not paid in a timely fashion, regardless of origination; and

WHEREAS, the fee would translate into an added cost to the City of Green Bay taxpayers in the amount of \$28,623.75 based on the fee being added to 33,675 parcels; and

WHEREAS, the Common Council believes that it is in the best interest of the community that Brown County not charge \$.85 per each tax bill printed because the City assists the County in its tax collection with no cost to the County and the County benefits from tax collection beyond what any other taxing authorities benefit.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby opposes Brown County charging a fee of \$.85 for each City of Green Bay tax bill printed.

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
143 N. BROADWAY
TO PLACE OBJECTS IN THE CITY'S RIGHT-OF-WAY
September 20, 2016**

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

To approve the following business to allow objects to be placed within the City of Green Bay Rights-Of-Way contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>TYPE OF OBJECT</u>
Kavarna	143 N Broadway	Tables & Chairs

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
155 N. BROADWAY
TO PLACE OBJECTS IN THE CITY'S RIGHT-OF-WAY
September 20, 2016**

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

To approve the following business to allow objects to be placed within the City of Green Bay Rights-Of-Way contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>TYPE OF OBJECT</u>
Monkey Tailz	155 N Broadway	Tables, Chairs, Flag Sign

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
159 N. BROADWAY
TO PLACE OBJECTS IN THE CITY'S RIGHT-OF-WAY
September 20, 2016**

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

To approve the following business to allow objects to be placed within the City of Green Bay Rights-Of-Way contingent upon Department of Public Works staff review and approval, contingent upon receiving the applicable insurance certificate, executing the required Hold Harmless Agreement, the owner receiving all necessary City approvals and authorize the Mayor and City Clerk to execute the agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>TYPE OF OBJECT</u>
Prohibition Lounge	159 N Broadway	Table & Chairs

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION VACATING
EXCESS RIGHT-OF-WAY AT THE
INTERSECTION OF FRANK STREET
AND SHADOW LANE**

September 20, 2016

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that excess right-of-way at the intersection of Frank Street and Shadow Lane, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to the following conditions:

1. A 12-ft. easement for Wisconsin Public Service's existing gas main in the vacated area is required.
2. The existing 8-ft. wide crosswalk easement (641R342) shall be extended northerly through vacated right-of-way or conveyed to the City with a quit claim deed.
3. All expenses to remove and relocate sidewalk, curb and gutter and the cost to repave the intersection shall be at the sole cost of the requestor.
4. This street vacation shall be void if the Zoning Petition (16-18) for rezoning and the creation of a Planned Unit Development does not receive approval.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

**LEGAL DESCRIPTION
VACATION OF EXCESS RIGHT-OF-WAY
AT THE INTERSECTION OF
FRANK STREET AND SHADOW LANE**

Part of Frank Street and part of Shadow Lane, being located in the Northerly 1/2 of Private Claim 13, West Side Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor Monument 40 Y/Z-14/15;

thence N25°52'40"E, 539.53 feet to Brown County Surveyor Monument 40 Y/Z-14/15(1) being an angle point on the centerline of Private Claim 13, WSFR, located at the intersection of Lombardi Ave. and Ridge Road;

thence N72°54'59"E, 447.29 feet to the west right-of-way of Frank Street and the point of beginning;

thence S25°52'29"W, 31.34 feet;

thence 139.51 feet along the arc of an 88.81 foot radius curve to the left whose long chord bears S19°07'41"E, 125.60 feet;

thence S64°07'51"E, 31.45 feet;

thence 267.24 feet along the south right-of-way of Shadow Lane and the west right-of-way of Frank Street being the arc of an 85.00 foot radius curve to the right whose long chord bears N19°09'12"W, 170.00 feet to the point of beginning.

Parcel contains 5,834 square feet / 0.13 acres more or less.

Parcel subject to easements and restrictions of record.

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

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 800 PACKERLAND DRIVE
(ZP 16-36)**

September 20, 2016

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

That, pursuant to Zoning Petition 16-36 and the recommendation of the Plan Commission on September 12, 2016, the City of Green Bay does authorize a conditional-use permit for an education use on the following described property at 800 Packerland Drive:

LOT 1 OF 38 CSM 286 BNG PRT OF LOT 41 THE
1ST ADDN TO PACKERLAND SUBD (Tax Parcel No.
6H-1744-1)

Said conditional-use permit shall be granted subject to standard site plan review and approval.

Adopted September 20, 2016

Approved September 21, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 19-16

**AN ORDINANCE
AMENDING SECTION 9.15,**

**GREEN BAY MUNICIPAL CODE,
RELATING TO PUBLIC CONSTRUCTION**

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

SECTION 1. Section 9.15(1)(a), Green Bay Municipal Code, is hereby amended as follows:

PUBLIC CONSTRUCTION

9.15 **PROCEDURE.**

(1) The procedure to be followed by all departments, commissions, and utilities in performing public construction shall be as follows:

(a) The appropriate public agency shall approve the advertisement for bids for the project and request that the Improvement and Service Committee approve the request for advertisement of bids. The Committee shall forward its recommendation to the Council. After receipt of bids, the bids shall be referred to the agency and a recommendation made to the Committee for awarding or rejection of the contract. The Committee shall act on the recommendation of the agency and submit its recommendation to the Council. The work shall be accomplished under the direction of the Director of Public Works. The agency shall approve and accept the project and recommend payment. The Council shall authorize final payment by resolution. **Pursuant to Wis. Stats. § 62.15(1), the City may elect to perform any public construction, in part or in whole, using their own forces, whenever or wherever it is determined that the best interests of the City would be served by doing so. This determination shall be made by the Director of Public Works.**

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

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

GENERAL ORDINANCE NO. 20-16

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

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

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

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

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

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

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

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

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

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

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

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

~~(j) Transient Residential Use. (Cr. GO 9-09) Transient Residential Uses are incompatible with the purpose of residential neighborhoods and one of the fundamental goals of planning and zoning is protecting residential neighborhoods. Therefore, while transient residential properties may provide additional lodging opportunities for visitors, such use is commercial in nature and can have a significant adverse impact on the appearance, safety and~~

~~general welfare of surrounding neighborhoods. These impacts include, but are not limited to, increased noise, traffic, overcrowding, lack of parking and general deterioration of the basic nature, purpose and quality of a residential neighborhood.~~

- ~~(1) Once Conditional Use approval has been granted by the Green Bay Common Council, the local representative shall obtain a Conditional Use Permit (CUP), meeting the provisions of this ordinance. The local representative shall document the names, home addresses and phone numbers of the occupants, the vehicle license plate numbers of all vehicles used by the occupants, and the date of the occupancy period. The above information must be available for City inspection upon request. The local representative must be authorized by the owner of the dwelling to respond to occupant and neighborhood questions, concerns and complaints.~~
- ~~(2) The occupancy period for any CUP shall be less than 28 consecutive calendar days.~~
- ~~(3) The number of occupants in any Transient Residential Use shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit. Each TRP shall specify the maximum number of occupants allowed.~~
- ~~(4) A CUP is issued to a specific owner of a Transient Residential Use. No person or entity shall hold more than one CUP. The CUP shall be terminated when the permit holder sells or transfers the real property which was offered for Transient Residential Use, except for a change in ownership where the title is held in survivorship, or transfers on the owner's death.~~
- ~~(5) Availability of the Transient Residential Use to the public shall not be advertised on site.~~
- ~~(6) The administrative permit holder and/or registrant shall collect and remit the Transient Room Tax to the Clerk of the City of Green Bay.~~
- ~~(7) The Conditional Use Permit shall be visible from the exterior and shall contain the following information:
 - ~~a. The name and telephone number of the local representative and/or the property owner.~~
 - ~~b. Contact information for City Hall and the Police Department in the City of Green Bay.~~
 - ~~c. The maximum number of dwelling occupants permitted to stay in the dwelling.~~
 - ~~d. The maximum number of vehicles allowed to be parked on the property.~~
 - ~~e. The number and location of on-site parking spaces.~~~~
- ~~(8) The Transient Residential Use shall not violate any applicable conditions, covenants, or other restrictions on real property.~~
- ~~(9) Each operation shall comply with the provisions of the City of Green Bay/Brown County Health Department as well as all State and County laws governing food-handling establishments. The operation must meet the standards found in Wisconsin Administrative Code HFS 195 regarding Hotels, Motels and tourist rooming houses. Alcohol may not be sold on site.~~

- ~~(10) Any CUP granted by the City may be subject to review on a yearly basis or when the Planning Director or Plan Commission has reason to believe that the regulations are not being adhered to or that there are problems associated with the Transient Residential Use and/or CUP that warrant review by the Plan Commission and the Green Bay Common Council.~~
- ~~(11) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the purpose of providing accommodations for occupants and/or guests of a Transient Residential Use.~~
- ~~(12) Any outdoor event shall last no longer than one day and shall be limited to the hours of 8:00 a.m. to 10:00 p.m. Any activities on the Transient Residential Use sites shall be in compliance with the noise regulations of the City of Green Bay Municipal Code.~~
- ~~(13) Violations: Failure to comply with the CUP or Transient Room Tax requirements shall constitute a violation of the provisions of this section. Disturbances or nuisances caused by the tenants of an approved Transient Residential Use which violate the City Municipal Code or State law shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed \$500, including court costs, and may result in permit suspension or revocation.~~
- ~~(14) In the event of an application for a CUP for a Transient Residential Use, the following standards shall be considered by the Plan Commission and Common Council in evaluating each application:~~
- ~~a. The applicant does not have any previous violations with regards to a Transient Residential Permit (TRP).~~
 - ~~b. The applicant does not have any outstanding citations issued from the City of Green Bay.~~
 - ~~c. The density or amount of any other Transient Residential Uses operating under a Conditional Use Permit previously issued by the Common Council within 500' of the applicant's property.~~
 - ~~d. City Inspection records and police calls for all properties owned by the applicant are acceptable.~~
 - ~~e. The applicant can clearly demonstrate an intent and ability to comply with the provisions of Transient Residential Use as required in Chapter 13, Zoning Code.~~
 - ~~f. An operational plan is provided by the applicant detailing the Transient Residential Use and accommodations.~~
 - ~~g. The applicant has conducted a neighborhood meeting, prior to making application to the Plan Commission, by inviting neighbors within 500 feet of the subject site and the applicable neighborhood association has been noticed. Those invited to the neighborhood meeting must be noticed not less than 14 days prior to the meeting.~~

~~h. Applications for Conditional Use Permits and full submittals to the Plan Commission must be made not less than two weeks prior to the next available Plan Commission meeting.~~

j. Short-term Rentals (STRs).

(1) Prior to occupancy as a short-term rental, the following shall be obtained by the local representative:

- **State of Wisconsin Tourist Rooming House Permit**
- **State of Wisconsin Sale and Use Tax Permit**
- **Proof of registration with the City of Green Bay Treasurer regarding Brown County Room Tax requirements.**
- **Proof of registration with the Brown County Health Department.**
- **A lease agreement example provided that indicates language regarding compliance with parking, noise and other applicable City of Green Bay ordinances being met during occupancy of the structure.**
- **City of Green Bay Short-term Rental Permit (STRP)**

(2) A submittal for Short-term Rentals (STRs) shall include the following:

a. Initial application

- 1. Completed STRP application on a form established by the City.**
- 2. \$100.00 application/review fee.**
- 3. Proof of insurance.**
- 4. Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.**

b. Renewal of a STRP

- 1. A STRP is valid for one year and shall expire on June 1 of the calendar year. A STRP may be renewed on an annual basis and shall meet the following standards:**
 - a) Proof of insurance.**
 - b) Necessary permits and proof of registration as required in 13-1602(j)(1), Green Bay Municipal Code.**
 - c) Renewal Fee: \$100.00**

(3) The number of occupants in STRs shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City of Green Bay housing regulations for residential structures based on the number of bedrooms within the unit.

(4) STRs are issued to a specific owner of a Short-term rental. STRs shall be terminated when the permit holder sells or transfers the real property which was rented, except for a change in ownership

where the title is held in survivorship or transfers on the owner's death.

- (5) Availability of STRs to the public shall not be advertised on site.
- (6) A STRP shall be visible from the exterior of the principal structure and shall contain the name and telephone number of the local representative.
- (7) STRs shall not violate any applicable conditions, covenants, or other restrictions on real property.
- (8) Alcohol may not be sold on site.
- (9) STRs granted by the City may be subject to review on a yearly basis or when the Planning Director or Plan Commission has reason to believe that the regulations are not being adhered to or that there are problems associated with the STRs that warrant review by the Plan Commission and the Green Bay Common Council. STRs may be revoked based on the findings of the Plan Commission. STRs denied by the Planning staff may be appealed to the Plan Commission and Common Council.
- (10) No Recreational Vehicle (RV), camper, tent or any other temporary lodging arrangement shall be permitted on site for the means of providing accommodations for occupants and/or guests of a Short-term rental.
- (11) STRs shall comply with all requirements of this ordinance and all applicable standards of the Green Bay Municipal Code.
- (12) Violations: Failure to comply with the requirements above shall constitute a violation of the provisions of this section. Disturbances or nuisances caused by the tenants of an approved STR which violate the City Municipal Code, including but, not limited to, outdoor events and existing noise ordinances or State law, shall also constitute a violation. Penalties for each violation shall be imposed in an amount not to exceed \$500, including court costs, and may result in permit suspension or revocation.

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

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

Moved by Ald. Wery, seconded by Ald. Moore to advance the ordinance to the second reading. Motion carried.

GENERAL ORDINANCE NO. 21-16

AN ORDINANCE CREATING SECTION 6.215, GREEN BAY MUNICIPAL CODE, RELATING TO COMMERCIAL QUADRICYCLES

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

SECTION 1. Section 6.215, Green Bay Municipal Code, is hereby created to read:

6.215 COMMERCIAL QUADRICYCLE LICENSING.

(1) DEFINITIONS.

(a) "Applicant" means the individual applying for a license under this section or any person who is an officer of a corporation that is applying for a license under this section.

(b) "Commercial Quadricycle" means a vehicle with fully operative pedals for propulsion entirely by human power that:

1. has 4 wheels and is operated in a manner similar to a bicycle,
2. is equipped with at least 12 seats for passengers,
3. is designed to be occupied by a driver and by passengers providing pedal power to the drive train of the vehicle,
4. is used for commercial purposes, and

5. is operated by the vehicle owner or an employee of the owner.

(c) “Commercial Quadricycle Business” means any enterprise that owns a commercial quadricycle or manages the operation of a commercial quadricycle.

(d) “Commercial Quadricycle Operator’s License” means a public vehicle operator’s license as described in Green Bay Municipal Code § 6.21.

(e) “Public Commercial Quadricycle Operator” means any person who operates a commercial quadricycle or commercial quadricycle which transport passengers for hire or compensation.

(2) LICENSES REQUIRED.

(a) Commercial Quadricycle Business License. No person may engage in a Commercial Quadricycle Business unless each Commercial Quadricycle used in the business is licensed. A Commercial Quadricycle Business license shall expire on December 31 of each year.

(b) Operator’s License. No person may operate a Commercial Quadricycle for purposes upon a highway or public road unless the person is licensed as a Public Commercial Quadricycle Operator. The Public Commercial Quadricycle Operator’s License shall expire on May 31 of each year.

(3) COMMERCIAL QUADRICYCLE BUSINESS APPLICATION PROCESS.

(a) Application. A person wishing to operate a Commercial Quadricycle Business shall apply to the City Clerk for a business license pursuant to GBMC § 6.21(2)(a) using an approved form and pay the Clerk a \$25 license fee for each Commercial Quadricycle managed by the person. The Clerk shall forward the application to the police department for review. The police department shall deny the application if any of the following applies:

1. The circumstances of a pending criminal charge against the Applicant substantially relate to the licensed activity:

2. The Applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the particular job or licensed activity.

3. The Applicant made a false statement on the application.

4. The Applicant is under 18 years old.

(b) Appeal. If the police department denies an application for a Commercial Quadricycle Business license, the Applicant may appeal within 15 days after the police department mails a notice of denial to the Applicant. If the Applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Protection & Welfare Committee.

(c) Hearing Before Committee. The Committee may approve any application placed on its agenda only if the Applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse or modify the Committee's decision.

(d) Issuance. The Clerk shall issue the Commercial Quadricycle Business license if the applicant has been approved by the Common Council and has satisfied all other provisions of this section.

(e) Vehicle Inspection. Before a Commercial Quadricycle Business may operate a Commercial Quadricycle on a highway, the Applicant shall obtain a license sticker from the police department by passing an inspection. The police department shall collect \$25 for each Commercial Quadricycle inspection. This paragraph does not apply to a Commercial Quadricycle owned or operated by:

1. A nonprofit corporation that provides to the police department proof that the vehicle passed a state vehicle inspection.

2. An organization which is exempt from federal income tax under IRC § 501(c)(3) that provides to the police department proof that the vehicle passed a state vehicle inspection.

(f) Maintain liability insurance coverage for the Commercial Quadricycle containing the limits of not less than \$500,000 per occurrence combined single limit bodily injury and property damage, issued by a company authorized to do business in the State of Wisconsin. A certificate of insurance coverage specific to each Commercial Quadricycle shall be filed with the Risk Management Division.

(g) Police Department Review. The police department shall affix a license sticker to the rear of each inspected Commercial Quadricycle if the department determines that the Commercial Quadricycle is:

1. Licensed with the City Clerk.
2. In a safe operating condition.
3. Insured as required by this section.
4. Conspicuously displaying on the exterior driver and passenger side of the vehicle:

- a. The name or trade name of the public vehicle business.
 - b. The phone number of the public vehicle business.
 - c. A unique number assigned by the Commercial Quadricycle Business that identifies the particular vehicle.
5. Conspicuously displaying within the front passenger compartment:
- a. A display holder within which Commercial Quadricycle Operators can show their licenses while operating the Commercial Quadricycle.

(4) COMMERCIAL QUADRICYCLE OPERATOR'S LICENSE APPLICATION PROCESS.

(a) Application. A person wishing to obtain a Commercial Quadricycle Operator's License shall apply to the City Clerk using a Common Council approved form and pay to the Clerk the proper license fee and submit an acceptable passport-sized photo. The Clerk shall forward the application to the police department for review. If the police department approves the application, it shall forward its recommendation to the Clerk. The police department shall deny the application if any of the following applies:

1. The circumstances of a pending criminal charge against the Applicant substantially relate to the licensed activity.
2. The Applicant has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the particular job or licensed activity.
3. The Applicant made a false statement on the application.
4. The Applicant is under 18 years old.

(b) Appeal. If the police department denies an application for a Commercial Quadricycle Operator's License, the Applicant may appeal within 15 days after the police department mails a notice of denial to the Applicant. If the Applicant files a timely appeal with the Clerk, the Clerk shall schedule an appeal hearing before the Protection & Welfare Committee. The Committee shall approve the application only if the Applicant is qualified under this section and may place conditions upon approval. The Common Council shall affirm, reverse or modify the Committee's decision.

(c) Issuance. The clerk shall issue a Commercial Quadricycle Operator's License if the Applicant has been approved by the police department or the Common Council and has satisfied all other provisions of this section.

(5) COMMERCIAL QUADRICYCLE REGULATIONS. The owner and operator of a Commercial Quadricycle are both responsible for ensuring compliance with this subsection.

(a) Licensees must adhere to the routes specified in their submitted application. New routes must be applied for and approved by the Common Council before a licensee may use the new routes. Temporary routes must be applied for and approved by the Special Events Committee. Any deviation from a new or temporary route without approval shall be a violation of this section.

(b) Commercial Quadricycle operation is permitted between the hours of 10:00 am and 10:30 pm. Commercial Quadricycle operation does not include the use of a Commercial Quadricycle for maintenance, inspection, or without passengers.

(c) It is unlawful for any person to operate or to permit another to operate a Commercial Quadricycle at other times or in other locations than those approved by the Common Council or Special Events Committee.

(d) No Public Commercial Quadricycle Operator shall drive, or be permitted by a Public Commercial Quadricycle Operator to drive, a Commercial Quadricycle without a valid Wisconsin driver's license or a valid driver's license issued by any other state in the United States.

(e) Passengers on a Commercial Quadricycle may possess on or carry onto the Commercial Quadricycle no more than 36 ounces of fermented malt beverages as defined in Wis. Stat. § 125.02(6). No other alcohol beverages, as defined in ch. 125, Wis. Stats., may be possessed on, carried upon, or consumed upon a Commercial Quadricycle.

(f) No glass containers may be carried on a Commercial Quadricycle.

(g) Restrictions on possession, transportation and consumption of alcohol beverages in the operation of Commercial Quadricycles upon city highways and public places shall apply to operation of Commercial Quadricycles when used for non-revenue producing events or transportation in addition to regular commercial activities.

(h) No driver of a Commercial Quadricycle may consume alcohol while the Commercial Quadricycle is occupied by passengers.

(i) No person may drive a Commercial Quadricycle with an alcohol concentration of more than 0.02.

(j) No person may drive a Commercial Quadricycle on which any alcohol beverages are carried or consumed other than fermented malt beverages under this section.

(k) No person may drive a Commercial Quadricycle on which alcohol beverages are sold and may not transport alcohol beverages on a Commercial Quadricycle for the purposes of sale or delivery upon sale.

(l) Passengers shall be advised by the operator, driver or other person responsible for the operation of the Commercial Quadricycle that no alcohol beverages shall be possessed on, carried upon, or consumed on a Commercial Quadricycle in violation of city ordinance or state statute, and shall conspicuously post a notice of these restrictions upon the Commercial Quadricycle in a form and manner approved by the city.

(m) The operator of the Commercial Quadricycle shall hold a valid operator's license pursuant to § 6.215(4), Green Bay Municipal Code.

(n) The operator of the Commercial Quadricycle shall operate the vehicle at all times in compliance with applicable local and state traffic laws.

(o) Failure of a person to comply with the regulations of this section or to operate in accordance with the approved plan of operation shall constitute grounds for suspension or revocation as provided in § 6.21(6), Green Bay Municipal Code.

(p) The Common Council may adopt and from time to time amend the regulations relating to Commercial Quadricycles and their operations, including, but not limited to, hours of operations, routes, vehicle markings and safety equipment.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

ZONING ORDINANCE NO. 17-16

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1022 NINTH STREET
FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT
TO OFFICE/RESIDENTIAL (OR) DISTRICT
(ZP 16-32)**

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 Low Density Residential (R1) District to Office/Residential (OR) District:

WARREN & CADYS SUBD OF LOT 41 OF TANKS SUBD OF PC
2-9 E 78 FT OF LOT 35 BLK B (Tax Parcel No. 1-106)

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

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

Dated at Green Bay, Wisconsin, this _____ 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.

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, spoke against the rezoning.

Rebecca Kleczka, 1008 Ninth Street, and Matthew Lanser, 1315 Wirtz Avenue, spoke of safety concerns.

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

Moved by Ald. Wery, seconded by Ald. Scannell, to refer the ordinance back to the Plan Commission.

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

Moved by Ald. Zima, seconded by Ald. Dorff to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCE NO. 18-16

AN ORDINANCE REZONING PROPERTY LOCATED AT 1638 AND 1652 UNIVERSITY AVENUE FROM LIGHT INDUSTRIAL (LI) DISTRICT TO GENERAL COMMERCIAL (C1) DISTRICT (ZP 16-37)

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 Light Industrial (LI) District to General Commercial (C1) District:

1638 University Avenue: NEWBERRYS ADDN SUBD #1 E 100 FT OF N 160 FT OF LOT 89 & LOTS 4 & 5 HAEVER 2ND SUBD EX J24791-11 FOR ST (Tax Parcel No. 21-2267)

1652 University Avenue: HAEVERS 2ND SUBD LOT 3 EX J05221-19 FOR ST & EX J24996-08 FOR ST (Tax Parcel No. 21- 2013)

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

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

ZONING ORDINANCE NO. 19-16

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 717 NICOLET AVENUE
FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT
TO OFFICE/RESIDENTIAL (OR) DISTRICT
(ZP 16-39)**

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 Low Density Residential (R1) District to Office/Residential (OR) District:

717 Nicolet Avenue: CADY & WARRENS SUBD OF LOT 23 OF
TANKS SUBD OF PC 2-9 LOT 4 BLK A (Tax Parcel No. 2-709)

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

ZONING ORDINANCE NO. 20-16

**AN ORDINANCE
REZONING PROPERTY LOCATED
AT 908 AND 910 VELP AVENUE
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO LOW DENSITY RESIDENTIAL (R1) DISTRICT
(ZP 16-40)**

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 to Low Density Residential (R1) District:

908 Velp Avenue: THE S 115 FT 4 IN OF LOT 17 SHEA & GALLAGHERS ADD BLK 1 EX PCL 36 OF TPP 1450-04-21 -4.03 (Tax Parcel No. 18-32-A)

910 Velp Avenue: SHEA & GALLAGHERS ADD LOT 17 EX PRT DESC IN 849 R 61 BCR BLK 1 EX PCL 37 OF TPP 1450-04-21-4.03 (Tax Parcel No. 18-32)

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

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

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

ORDINANCE - THIRD 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 20th day of September, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

Moved by Ald. Scannell, seconded by Ald. Galvin to adjourn at 8:13 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk