



MINUTES OF THE COMMON COUNCIL

MONDAY, FEBRUARY 15, 2016, 7:00 P.M.

**COUNCIL CHAMBERS
ROOM 203, CITY HALL**

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

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Thomas DeWane to approve the minutes of the January 18, 2016, meeting. Motion carried.

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

REPORT BY THE MAYOR

The Mayor introduced Police Chief Andrew Smith.

The State of the City will be held on March 29 at 4:30 P.M. at the Meyer Theater.

PUBLIC HEARINGS

Public Hearing regarding the vacation of a portion of unimproved right-of-way at 1940 Main Street.

No one appeared.

Zoning Ordinance No. 1-16

An ordinance rezoning property located at 2607 Nicolet Drive and Parcel No. 22-176-1 from Low Density Residential (R1) District to General Commercial (C1) District and 2603, 2611, and 2615 Nicolet Drive from General Commercial (C1) District to Low Density Residential (R1) District.

No one appeared.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting the resolution and ordinance.

RECOGNITION

Officer Dave Schmitz was recognized for his Lifetime Achievement Award from the WI Association of Community Oriented Police.

APPOINTMENTS

NEW APPOINTMENTS:

Green Bay Plan Commission

Lisa Hanson, Term to expire: February 1, 2019

Transit Commission

Sierra Spaulding, Term to expire: February 1, 2018

On Broadway Business Improvement District Board

Brendt Peeters, Term to expire: December 31, 2017

Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to confirm firm the new appointments. Motion carried.

RE-APPOINTMENT:

Olde Main Business Improvement District Board

Jim Wochinske, Term to expire: January 5, 2019

Moved by Ald. Scannell, seconded by Ald. Thomas DeWane to confirm the re-appointment. Motion carried.

PETITIONS & COMMUNICATIONS

HISTORIC PRESERVATION COMMISSION

Request by Ald. Steuer to invite all interested public and private parties concerning the 414 N. Maple property and potential historic planning initiatives on the Larsen-Green Property to meet-and-greet gathering at the Brown County Library on Thursday, March 10, 2016, at 5-8 P.M.

IMPROVEMENT & SERVICE COMMITTEE

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

- A. IEI General Contractors, Inc.
- B. Martell Construction, Inc.
- C. Larry VanRite Trucking & Excavating, Inc.
- D. Sommers Construction Co., Inc.
- E. Northern Concrete Construction

Applications for Tree & Brush Trimmer Licenses by the following:

- A. Beaver Tree Specialists
- B. Trugreen
- C. Big Boys Landscape & Snow Services, LLC

Request by Bay Settlement Investments, LLC to be on the 2016 Road Improvement Schedule via the "Developer Built" option for Eaton Heights Phase 2.

Appeal by Jeff Tomcheck for an Inspection Department citation for sanitation pick-up at 605 Twelfth Avenue.

Request by Ald. Moore for a report on activities of our Parking Division in residential areas.

LAW DEPARTMENT/POLICE DEPARTMENT

Request by Ald. Steuer for an advisory document that would aid alderpersons in the ways and means to alert neighbors to the moving into their area of registered sex offenders.

MAYOR'S OFFICE

Request by Ald. Moore to establish a committee of public and private partners focusing on connecting the community with the University of Wisconsin Green Bay.

PLAN COMMISSION

Requests by Ald. Steuer for the following:

- A. A zoning map and short report showing the locations of R1, R2, R3 and R4, and MF in the City and the percentage of each against total zoning.
- B. A land-use map and short report showing the locations of SF, 2F, and MF in the City and the percentage of each against total land use.

Request by Ald. Tim DeWane to reconsider the zoning code at the 1200 block of E. Mason Street.

PROTECTION & WELFARE COMMITTEE

Application for an available "Class B" Combination License by Automobile Gallery, Inc. at 400 S. Adams Street.

Application for an available "Class B" Combination License by Creamery Café, LLC at 114 Pine Street.

Application for a "Class B" Combination License by RYRM, LLC at 2148 University Avenue (Currently Lee & Lee, Inc.)

Appeal by Timothy Gray to the denial of his Operator License application.

Appeal by Thomas Davis to the denial of his Operator License application.

TRAFFIC COMMISSION

Requests by Ald. Steuer for the following:

- A. A feasibility study on N. Platten Street between Dousman Street and Velp Avenue, to determine more mph signage,
- B. To replace 2-hour parking zone signs on Camm Place with "No Parking" zone signs,
- C. To look at safer and more effective alternatives to the present trail signage on Shawano Avenue (between Oneida and Fisk Streets) and on N. Military Avenue (between Dousman and Bond Streets).
- D. To look at the various school opening and closing times to see if there are safer and more efficient ways to deal with school bus and pedestrian traffic.

Request by Ald. Thomas DeWane to discuss with possible action a traffic problem on Huron, Challenger, and Ontario Streets entering E. Mason Street turning right coming from the north.

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

REPORTS FOR COUNCIL ACTION

REPORT OF THE PARK COMMITTEE

February 15, 2016

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

1. A. To approve the purchase of 60 replacement pool gutter grates for Joannes Park Pool from Kinematics, Ltd. for \$16,800.
- B. To approve the purchase of a 22,000 GVWR cab and chassis to Truck Country for \$64,600.
- C. To approve the purchase of a dump body to Monroe Truck Equipment for \$17,876.
2. To allow the Leadership Green Bay group to fundraise and, when funding is secured, to accept the donation of a drinking fountain and bench sitting area contingent upon the following:
 - All costs of materials, construction, and installation are the responsibility of the Leadership Green Bay group;
 - Park staff approval of the final site design and installation plans;
 - Once installed, it becomes City property;
 - All proper permits and insurances being obtained;
 - All materials must meet the City of Green Bay buildings and inspection codes.
3. To accept the donation of a stage area from Leadership Green Bay, which includes paving and a roof structure contingent upon the following:
 - All costs of materials, construction, and installation are the responsibility of the Leadership Green Bay group;
 - Park staff approval of the final site design and installation plans;
 - Once installed, it becomes City property.
 - All proper permits and insurances being obtained;
 - All materials must meet the City of Green Bay building and inspection codes.
4. To approve the request to partner with Olde Main to apply for an Artplace America grant for the East River Trail expansion from Baird Street to Monroe Avenue.
5. To approve the request by Wisconsin Public Service for a 12' x 25' utility easement in Chappell Park/School.

6. To approve applying for a Fund for Lake Michigan grant to fund an engineering study for a possible swimming beach at Bay Beach Park.
7. To approve the updates to our Emerald Ash Borer (EAB) policies and action plan.
8. To approve the requested 2016 Bay Beach projects and to move \$790,000 from the Bay Beach 214 Operations fund to the Bay Beach 436 Capital Improvements Development fund to complete the 2016 projects at Bay Beach Amusement Park.
9. To approve the Bay Beach off-season special event policy as presented.
10. To receive and place on file the Director's Report.

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

Report of the Green Bay Plan Commission February 215, 2016

The Green Bay Plan Commission, having met on Monday, January 25, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To hold the request for a Conditional Use Permit (CUP) for a two-family use in a Low-Density Residential (R1) zoning district located at 898 Shawano Avenue, for two weeks.
2. To amend a previously approved Planned Unit Development (PUD) to modify the existing permitted uses for Unit B from condominium units to passive commercial for a Farmory located at 813 Chicago Street.
3. To approve a Conditional Use Permit (CUP) for a single family dwelling in an Office Residential (OR) District located at 219 N Ashland Avenue.
4. To deny a request to deviate from Section 14-727 of the Subdivision and Platting Ordinance to allow for a land division to not be located on a public street for a parcel currently addressed at 1609 Western Avenue.
5. To approve the recommendation of the Mayor for a 2016 Business Improvement District (BID) Board member for On Broadway, Inc.

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

REPORT OF THE GREEN BAY PLAN COMMISSION FEBRUARY 15, 2016

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

1. To approve a Conditional Use Permit (CUP) for a two-family use in a Low-Density Residential (R1) zoning district located at 898 Shawano Avenue, subject to the compliance with all Building Code standards, specifically the addition of a second exit for the second-level apartment and paving the parking area off of Allard Avenue.
2. To approve a Conditional Use Permit (CUP) to operate a minor auto repair in a General Industrial (GI) District located at 712 North Quincy Street, subject to:
 - a) Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval.
 - b) All vehicle parts, including tires, shall be stored inside of an enclosed building.
 - c) Compliance with the submitted operations plan.
 - d) There shall be no expansion of the conditional use without Plan Commission and City Council approval.
3. To rezone 1857 Shawano Avenue from General Commercial (C1) to Highway Commercial (C2).
4. To approve a Conditional Use Permit (CUP) for a single family dwelling in an Office Residential (OR) District located at 327 S. Quincy Street.
5. To approve a Conditional Use Permit (CUP) for a single family dwelling in an Office Residential (OR) District located at 308 S. Quincy Street.
6. To amend the future road pattern for Area Development Plan #112, north of Sitka Road. However, the southern portion of the request will be tabled until further information concerning road pattern changes can be presented to the Plan Commission.
7. To hear a presentation by University Avenue Center, LLC. on the proposed redevelopment of the 2400 Block of University Avenue.

Moved by Ald. Thomas DeWane, seconded by Ald. Moore to adopt the report with the exception of Items #1 and #3. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #1. Motion carried.

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

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

Dennis Koury, 3350 Nautical Avenue, felt that this was a zoning land use issue and

wanted to make sure that the process was followed and the covenants were reviewed. Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to return to the regular order of business. Motion carried.

Moved by Ald. Danzinger, seconded by Ald. Thomas DeWane to hold Item #3 until the next meeting. Motion carried.

Moved by Ald. Danzinger, seconded by Ald. Wery to adopt Item #3 as amended. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY February 15, 2016

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

1. To approve the Term Sheet for Historic Restorations, LLC for the Kellogg/Chestnut site contingent upon staff review and approval of final design, and subject to minor technical changes (copy attached).
2. To approve the Term Sheet for University Avenue Center, LLC with a revision to item 9 – changing \$3,000,000.00 to \$3,200,000.00 and a revision to item 12 – changing from removal of Lamar Sign to relocation of Lamar Sign to a location that is agreeable to the City, Developer, and Lamar, and subject to minor technical changes (copy attached).
3. To approve the Development Agreement for Pete's Garage, subject to minor technical changes (copy attached).
4. To extend the Planning Option with New Town Redevelopment, LLC for the Barracks at 321-325 N. Broadway until July 15, 2016.
5. To approve the Bellin Building Parking Agreement, subject to minor technical changes (copy attached).

INFORMATIONAL ITEMS:

6. To purchase 809-811 Crooks Street for \$39,000.00 using Neighborhood Enhancement funds.
7. To purchase 925 Howard Street for \$45,000.00 using Neighborhood Enhancement funds.

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

920.448.3395 KevinVo@greenbaywi.gov greenbaywi.gov 100 North Jefferson Street, Room 200, Green Bay, Wisconsin 54301-5026

PRELIMINARY TERM SHEET

Below are set forth certain terms and conditions as of February 8, 2016 regarding the development of the Real Estate, as described below by Historic Restorations, LLC (“Developer”), as required by the Redevelopment Authority of the City of Green Bay (herein “the RDA”) and the City of Green Bay (herein “the CITY”).

RECITALS

A. Developer has proposed to acquire the Real Estate and make certain improvements to the Real Estate that will eliminate blighted property, increase the tax base for the City.

B. The following shall herein be considered the “Project Site”, which is referenced in Exhibit A.

1. Developer currently owns Tax Parcel 5-882, which contains two structures:

a. 401 N. Broadway, a 6,500 square-foot structure with fourteen (14) residential units, and

b. 409 N. Broadway, a 14,000 square-foot structure that is currently vacant.

2. Developer will acquire Tax Parcel 5-930 (northeast Corner of Kellogg Street and N. Chestnut Avenue), which contains no structures, from the RDA for the sum of \$1.

C. Developer will:

1. Renovate 409 N. Broadway for primarily residential uses, with twenty (20) one-bedroom units; and

2. Provide fourteen (14) indoor parking spaces and ten (10) outdoor parking spaces on Tax Parcel 5-930.

D. Both parties agree that all proposed future uses shall complement existing uses on adjacent properties and within the overlying zoning district. Developer shall retain exterior architectural features on existing buildings to the extent practicable. The historical stone marker in the public right-of-way on Chestnut Street adjacent to Tax Parcel 5-930 shall remain in place. Developer shall obtain approval from the City of Green Bay Historic Preservation Commission (HPC) prior to any relocation of said marker.

E. The Project is located in Tax Incremental District No. 5 (the “TID”). Developer has indicated that, but for TIF assistance, Developer would not be willing or able to construct the Project.

F. Certain rehabilitation improvements are required to be performed for the Project to be completed, and Developer believes such improvements will constitute qualified expenditures for which TIF assistance may be afforded Developer. *page 2 of 4*

BASIC TERMS

The preliminary basic terms of the Project will be:

1. Approval of Preliminary Concept Plan. Developer shall have obtained all necessary approvals of the Preliminary Concept Plan by no later than May 15, 2016.
2. Approval of Budget. Developer shall obtain the approval of the RDA and City of a Project Budget no later than May 15, 2016.
3. Traffic Impact Analysis. Developer shall not be required to perform a Traffic Impact Analysis.
4. Acquisition of Real Estate/Certified Survey Map. After all the Real Estate and such rights of way have been acquired, Developer shall submit an acceptable certified survey map setting forth the Project Site.
5. Termination/Relocation of Easements. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Concept Plan.
6. Leases. By no later than May 15, 2016, Developer shall have obtained the approval of the City and RDA to all leases affecting the Project.
7. Proof of Financing. By no later than May 15, 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.
8. Proof of Equity. By No later than May 15, 2016, Developer shall demonstrate to the satisfaction of the City and RDA that Developer has not less than ten percent (10%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs that will not be provided by third party sources. Developer equity shall be injected into the Project before any third party financing is used to pay Project related costs.
9. TIF Assistance. Provided Developer strictly complies with the City and RDA requirements regarding the Project, the City shall make available to Developer TIF Incentive payments equal to fifty percent (50%) of the Tax Increment created up to a maximum specified herein. TIF Increment will be based on assessed value multiplied by the mill rate, less payments of real estate taxes to the State of Wisconsin. The TIF Incentive shall be payable only to the extent Developer satisfies the "but for" test regarding the Project, and in any case, only to reimburse qualified expenditures. The TIF Incentive shall be on a pay-as-you-go basis, i.e., Developer shall incur and pay for qualified expenditures for the Project and, subject to the temporal and monetary limitations pertaining to the TIF Incentive, be reimbursed for qualified expenditures. TIF Incentive payments will be based on the difference between the assessed value of the Real Estate in the year before commencement of the Project and the assessed value of the Real Estate 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, 2016, the TIF Increment would be determined as of January 1, 2017 and is payable in *page 3 of 4*

2018. TIF Increment payments will continue for a period of no longer than eight (8) years, which term may be shorter if: (a) all qualified expenditures have been sooner paid; (b) if Wisconsin Department of Revenue fails to certify or revokes all or a portion of the TID; or (c) if Developer defaults in its obligations to the City or RDA. TIF Incentive payment obligations are not indebtedness or general obligations of the City – neither the full faith and credit nor the taxing authority of the City are pledged to make the TIF Incentive payments. In 2015, Tax Parcel 5-882, had an assessed value of \$295,200, yielding approximately \$6,822 in annual property taxes; Tax Parcel 5-930 had an assessed value of \$0, yielding \$0 in annual property taxes.

10. Approval of Construction Related Documents. Before the commencement of construction, Developer shall submit for approval and obtain approval of the City and RDA the construction contracts, architectural drawings and plans and specifications for the improvements.

11. Commencement of Construction. Developer will commence construction of the Project by August 1, 2016 and shall proceed expeditiously thereafter.

12. Reports and Information. During the course of construction, Developer shall file with the City and RDA quarterly progress report (or at such lesser intervals as the City or RDA may reasonably request). Developer will provide the City and RDA with annual, audited financial statements.

13. Completion of Construction/Occupancy Permits. Occupancy permits will have been issued for the no later than December 31, 2017.

14. Maintenance and Repair. Developer will keep the Real Estate in good condition and repair and in a safe, clean and attractive condition, subject to normal construction related activities.

15. Insurance. Developer shall obtain and maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least 30 day notice to the City and RDA.

16. Compliance with Laws. Developer shall comply with all laws, rules, regulations and codes pertaining to the Real Estate and the Project.

17. Indemnity. Developer shall be required to provide broad indemnity, general and environmental, to the City and RDA and their respective officers, employees, agents, attorneys, insurers and their respective successors and assigns.

18. Compliance with Concept Plan and Other Municipal Requirements. DEVELOPER shall separately follow all applicable entitlement procedures for the Concept Plan, zoning, and design approvals, which are not implied as part of this Term Sheet.

19. Development Agreement. The parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by May 15, 2016. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by August 1, 2016, any party may terminate negotiations without liability to any other party. *page 4 of 4*

20. Payment of Costs and Fees. The City, RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this TERM SHEET.

21. Time of the Essence. Time will be of the essence in the deadlines set forth above and any other deadlines set out in the Development Agreement.

CAVEAT

This TERM SHEET does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities.

IN WITNESS WHEREOF, this TERM SHEET has been duly executed as of February 8, 2016.

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Harry Maier, Chair

By: _____
Kevin J. Vonck, Executive Director

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris Teske, Clerk

AGREEMENT TO TERMS

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

By: _____
Signature

Print Name and Title

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

920.448.3395 KevinVo@greenbaywi.gov greenbaywi.gov 100 North Jefferson Street, Room 200, Green Bay, Wisconsin 54301-5026

PRELIMINARY TERM SHEET

Below are set forth certain terms and conditions as of February 8, 2016 regarding the development of the Real Estate, as described below by University Avenue Center, LLC (“Developer”), as required by the Redevelopment Authority of the City of Green Bay (herein “the RDA”) and the City of Green Bay (herein “the CITY”).

RECITALS

A. Developer has proposed to acquire the Real Estate and make certain improvements to the Real Estate that will eliminate blighted property, increase the tax base for the City and create an estimated amount of two hundred (200) permanent jobs.

B. The Real Estate is generally described as:

Tax Parcel No. Address

21-1251-A 2439-2443 University Way

21-1251-B 2445 University Ave

21-1251 2437 University Ave

21-1252-1 2429 University Ave

21-1252-2 2419 University Ave
21-1254 2442 University Ave
21-1254-2-C 610 Clement Street
21-1254-3 2476 University Ave
21-1714-E-32 2340 University Ave
21-2475-F-1 2350 University Ave

The Real Estate may also include the following two properties:

21-1714-E-31 607 Fred Street
21-1714-E-30 601 Fred Street

If Developer does not purchase the Fred Street properties, Developer shall have obtained the approval for a vacation of the northern end of the street, a cul de sac accommodating municipal vehicles as determined by the City, or a variance or other resolution of issues concerning access to the street by the owners of the Fred Street properties.

C. Developer intends to request vacation of portions of University Avenue and Clement Street as generally set forth on the Site Plan attached hereto as Exhibit A. The Real Estate, along with those portions of University Avenue and Clement Street to be vacated are referred to as the "Project Site." The Project Site comprises approximately 10.5 acres of land. *page 2 of 5*

D. Developer's intention is to improve the Project Site in two phases. The First Phase will feature the construction on approximately 7 acres of the Project Site of an 80,000 square foot, full service grocery store and accompanying parking areas to be occupied by Festival Foods, and on the western 1.5 acres of the Project Site, a convenience store, gas station and car wash to be occupied by Kwik Trip, Inc. The Second Phase will involve the construction of a 9,000 square foot strip shopping center on 1.5 acres of the north central part of the Project Site. One acre in the eastern part of the Project Site will be reserved for future development. The two phases of development as described in this Recital D is referred to as the "Project." When the Project is completed the assessed value of the Real Estate shall be not less than \$15,000,000. All improvements made as a part of the Project shall be complimentary with existing uses on adjacent properties.

E. The Project is located in Tax Incremental District No. 18 (the "TID"). Developer has indicated that, but for TIF assistance, Developer would not be willing or able to construct the Project.

F. Certain public infrastructure improvements are required to be performed for the Project to be completed, and Developer believes such improvements will constitute qualified expenditures for which TIF assistance may be afforded Developer.

BASIC TERMS

The preliminary basic terms of the Project will be:

1. Approval of Preliminary Concept Plan. Developer shall have obtained all necessary approvals of the Preliminary Concept Plan by no later than March 1, 2016.
2. Approval of Budget. Developer shall obtain the approval of the RDA and City of a Project Budget no later than April 1, 2016.
3. Traffic Impact Analysis. Developer shall have performed and a Traffic Impact Analysis which shall be acceptable to the City and RDA and shall be approved by the Wisconsin Department of Transportation no later than March 1, 2016.
4. Acquisition of Real Estate/Certified Survey Map. Developer will have acquired all the parcels comprising the Real Estate as well as all rights of way by no later than May 1 2016. After all the Real Estate and such rights of way have been acquired, Developer shall submit an acceptable certified survey map setting forth the Project site.
5. Termination/Relocation of Easements. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Concept Plan.
6. Leases. By no later than April 1, 2016, Developer shall have obtained the approval of the City and RDA to all leases affecting the Project, including, without limitation, the lease between Developer and Festival Foods for the grocery store, which shall be for a term of not fewer than 15 years and be otherwise acceptable in all respects to the City and RDA, and the lease between Developer and Kwik Trip, Inc. or the real estate entity employed by Kwik Trip, Inc. to own its facilities, which shall be acceptable in all respects to the City and RDA. *page 3 of 5*

7. Proof of Financing. By no later than April 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.

8. Proof of Equity. By No later than April 1, 2016, Developer shall demonstrate to the satisfaction of the City and RDA that Developer has not less than ten percent (10%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs that will not be provided by third party sources. Developer equity shall be injected into the Project before any third party financing is used to pay Project related costs.

9. TIF Assistance. Provided Developer strictly complies with the City and RDA requirements regarding the Project, the City shall make available to Developer TIF Incentive payments equal to 75% of the Tax Increment created up to a limit of \$2,700,000.00 for the Project and a limit of \$500,000.00 for public infrastructure required as a result of the Project that benefits TID 18. TIF Increment will be based on assessed value multiplied by the mill rate, less payments of real estate taxes to the State of Wisconsin. The TIF Incentive shall be payable only to the extent Developer satisfies the "but for" test regarding the Project, and in any case, only to reimburse qualified expenditures, i.e., expenditure relating to public improvements for the Project. The TIF Incentive shall be on a pay-as-you-go basis, i.e., Developer shall incur and pay for qualified expenditures for the Project and, subject to the temporal and monetary limitations pertaining to the TIF Incentive, be reimbursed for qualified expenditures. TIF Incentive payments will be based on the difference between the assessed value of the Real Estate in the year before commencement of the Project and the assessed value of the Real Estate 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, 2016, the TIF Increment would be determined as of January 1, 2017 and is payable in 2018. TIF Increment payments will continue for a period of no longer than 15 years, which term may be shorter if: (a) all qualified expenditures have been sooner paid; (b) the reimbursement of qualified expenditures are paid to the \$3,000,000.00 limit is sooner made; (c) if Wisconsin Department of Revenue fails to certify or revokes all or a portion of the TID; or (d) if Developer defaults in its obligations to the City or RDA. TIF Incentive payment obligations are not indebtedness or general obligations of the City – neither the full faith and credit nor the taxing authority of the City are pledged to make the TIF Incentive payments. The assessed value of the Real Estate is currently \$(1-1-2016 values to be determined), which yields approximately (1-1-2016 values to be determined) in property taxes to the City (other real estate taxes going to other payees).

10. Approval of Construction Related Documents. Before the commencement of construction, Developer shall submit for approval and obtain approval of the City and RDA the construction contracts, architectural drawings and plans and specifications for the improvements to be made in the First Phase. Developer shall submit for approval and obtain approval of all such documents pertaining to the Second Phase before commencing construction of the Second Phase.

11. Construction and Dedication of Streets. Included in the Project shall be the construction by Developer of the following public improvements, which shall be rightfully dedicated to the CITY upon CITY's satisfaction of completion: *page 4 of 5*

- a. A new public street, which shall extend from the current intersection of Ruth Street and Van Deuren Street northwards to a new intersection with Sturgeon Bay Road (STH 54/57); and
 - b. Reconfiguration of the current intersection of Ruth Street and Van Deuren Street, such that Van Deuren Street west of the intersection only connects to Ruth Street south of the intersection, and Van Deuren Street east of the intersection only connects to the new public street north of the intersection.
12. Removal of Lamar Sign. Approval of the Preliminary Concept Plan will require, at Developer's expense, the removal of a billboard owned by Lamar Advertising Company and currently located near the eastern boundary of the Real Estate. Before commencement of construction, the Lamar sign shall be removed from the Real Estate.
 13. Commencement of Construction. Developer will commence construction of the First Phase of the Project by May 1, 2016 and shall proceed expeditiously thereafter.
 14. Reports and Information. During the course of construction, Developer shall file with the City and RDA quarterly progress report (or at such lesser intervals as the City or RDA may reasonably request). Developer will provide the City and RDA with annual, audited financial statements.
 15. Completion of Construction/Occupancy Permits. Developer shall have completed the First Phase, i.e., occupancy permits will have been issued for the grocery store and the Kwik Trip convenience store, by no later than December 31 2016. Developer shall have completed construction of the Second Phase by no later than December 31 2018.
 16. Maintenance and Repair. Developer will keep the Real Estate in good condition and repair and in a safe, clean and attractive condition, subject to normal construction related activities.
 17. Insurance. Developer shall obtain and maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least 30 day notice to the City and RDA.
 18. Compliance with Laws. Developer shall comply with all laws, rules, regulations and codes pertaining to the Real Estate and the Project.
 19. Indemnity. Developer shall be required to provide broad indemnity, general and environmental, to the City and RDA and their respective officers, employees, agents, attorneys, insurers and their respective successors and assigns.
 20. Compliance with Concept Plan and Other Municipal Requirements. DEVELOPER shall separately follow all applicable entitlement procedures for the Concept Plan, zoning, and design approvals, which are not implied as part of this Term Sheet.
 21. Development Agreement. The parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by April 1, 2016. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties *page 5 of 5*

typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by June 1, 2016, any party may terminate negotiations without liability to any other party.

22. Payment of Costs and Fees. The City, RDA and DEVELOPER shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this TERM SHEET.

23. Time of the Essence. Time will be of the essence in the deadlines set forth above and any other deadlines set out in the Development Agreement.

CAVEAT

This TERM SHEET does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities.

IN WITNESS WHEREOF, this TERM SHEET has been duly executed as of February 8, 2016.

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____

Harry Maier, Chair

By: _____

Kevin J. Vonck, Executive Director

THE CITY OF GREEN BAY

By: _____

James Schmitt, Mayor

By: _____

Kris Teske, Clerk

AGREEMENT TO TERMS

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

By: _____

Signature

Print Name and Title

DEVELOPMENT AGREEMENT

This Development Agreement is made this ___ day of February, 2016 by THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”), THE CITY OF GREEN BAY, Wisconsin, a Wisconsin municipal corporation (“City”), and LORENZEN HOLDINGS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS:

A. Developer owns Tax Parcel 4-154, a single parcel with two attached structures,, commonly known as 128 N. Broadway, Green Bay, Wisconsin, which has a useable interior space of approximately 15,000 square feet over three floors (the “South Parcel”), and 142 N. Broadway, Green Bay, Wisconsin, which has a useable interior square footage of approximately 10,000 square feet on one floor (the “North Parcel”), legally described on the attached Exhibit A hereto. When not separately referred to, the North Parcel and the South Parcel are together referred to as the “Property.”

B. Developer desires to make certain improvements to the Property in the form of renovations to the first floors of the Property and a combination of commercial and/or residential uses on the upper floors of the South Parcel generally according to a preliminary Concept Plan, a copy of which is attached hereto as Exhibit B according to a schedule by which improvements to the North Parcel will be made first (the “First Phase”) and improvements to the South Parcel will be made later (the

“Second Phase”) (such improvements according to such Plan and schedule referred to as the “Project”).

C. The Property has a 2015 assessed value of \$369,200.00, which yielded \$8,549.00 in 2015 real estate taxes to the taxing jurisdictions (excluding the portion of real estate taxes payable to the State).

D. 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’s Comprehensive Plan.

E. Pursuant to the provisions of Section 66.1105, Wisconsin Statutes (the “Tax Increment Law”), the City has included the Property within Tax Incremental District #5 (the “TID”), which will provide part of the financing for certain costs of the Project.

F. Developer has requested and will receive Tax Incremental Finance assistance from the RDA and City with regard to the cost of construction, infrastructure relocation and street improvements relating to the Project.

G. In order to induce Developer to undertake the Project, such that blight will be eliminated, jobs will be created and the public will generally benefit, the City has agreed to provide assistance to Owner as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

SECTION I - GENERAL PROVISIONS: PURPOSE

1. **Incorporation of Proceedings and Exhibits.** 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 shall be incorporated into this Agreement upon attachment and consent by amendment if not attached at the time of execution of this Agreement.

2. **Implementation Schedule and Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and 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.

3. **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.

4. **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 Development Incentive 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.

SECTION II - DEFINITIONS; EXHIBITS

1. **Certain Definitions.** 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 in Section 66.1105 Stats.) actually received by the City generated by any increase of value of the Property attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, which increment 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 Lorenzen Holdings, 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.
- 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 as part of the Project and contained in the approved Development Budget.
- m. "Special Assessment" means any special assessment levied against the Property by the City under §§66.0701-0733, Stats., the City Code of Ordinances and this Agreement.

- n. "Tax Increments" means "tax increments," as defined in the Tax Increment Law, received by the City with respect to the Property that are generated by the TID on an annual basis.
- o. "Tax Incremental Law" means Sec. 66.1105, Stats.
- p. "TID" means a Tax Incremental District #5 of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.
- n. "TIF" means Tax Incremental Financing, as described in Section IV below, and in particular, Tax Incremental Financing relating to the TID.
- o. "TIF Incentives" means the payment of 50% of the Available Increment toward infrastructure improvements made by Developer for Qualified Expenditures as provided in Section IV of this Agreement.

SECTION III - OBLIGATIONS OF DEVELOPER

1. Development of Concept Plan. The parties shall work cooperatively to develop and approve a Concept Plan, a preliminary version of which is attached as Exhibit B. 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 RDA or the City, 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.

2. Development Budget and Design Development Documents. No later than April 1, 2016, Developer shall submit to the RDA a Development Budget and Design Development Documents in accordance with the Concept Plan. The Development Budget shall include at least a 10% cost overrun/change order line item. The Development Budget shall include not less than \$750,000 in "hard" construction costs for the First Phase. 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.

3. Financing/Proof of Funds. Before Developer commences construction of the First Phase, Developer shall have in place and shall provide the City and RDA with proof of sufficient funds to complete the First Phase according to the Concept Plan, the Development Budget and the Development Design Documents as approved by the RDA and the City. Before Developer commences construction of the Second Phase, Developer shall have in place and shall provide the City and RDA with proof of sufficient funds to complete the Second Phase according to the Preliminary Concept Plan, the Development Budget and the Development Design Documents as approved by the RDA and the City.

4. Proof of Developer Equity. Before Developer commences construction of the Project, Developer shall provide the City and RDA with proof in form and substance satisfactory to the City and the RDA of Developer's equity in the Property in the amount of not less than ten percent (10%) of the total project costs.

5. Use of Funds. Developer may use TIF supported funds only to fund costs of the Project as included in the Development Budget and approved by the RDA.

6. Improvement of Property. Developer shall promptly design and complete the Project. The First Phase of the Project shall commence no later than 10 days after the last to occur of approval by RDA and the City of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and issuance of a building permit and all other permits or licenses required to commence construction on the First Phase, and shall be completed no later than April 15, 2016. The Second Phase shall be commenced no later than 10 days after approval by RDA and Developer has obtained a building permit and all other permits or licenses required to commence construction on the Second Phase. Developer shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of each of the First Phase and the Second Phase.

7. Compliance with Planning; Zoning; Permits and Use. Developer will seek to 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.

8. Construction Design Criteria/Building Materials and Standards. The building to be

constructed for the Project shall be designed by a duly registered and licensed architect. The exterior architectural features of the Property shall be of substantially the same style for both the First Phase and the Second Phase. All work to be performed by Developer on the Property shall be made with high quality materials and performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits. The Concept Plan shall include details in regard to materials to be used. The City and RDA may set reasonable conditions on the improvement to insure compliance with the high quality construction and esthetic appearance anticipated by the Concept Plan. Any conditions so imposed may not be revoked or amended without the prior written consent of the City and RDA, shall survive the expiration or termination of this Agreement and, shall be deemed to be a covenant running with the land.

9. 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 of each Phase. Developer shall provide RDA with a copy of all annual audited financial statements for the Project through termination of this Agreement.

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

11 . 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 to demolition and construction activities contemplated by this Agreement.

12. Transfer or Sale of Project Property.

a. **Notice of Intent to Transfer.** If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer 30 days prior to the anticipated transfer. The City may only deny the request for a 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 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.

b. **No Transfer to Exempt Entities.** Prior to the closure of TID No. 5, the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any

manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

13. **Easements.** Developer shall grant to 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.

14. **Environmental.**

a. **Presence of Hazardous Materials/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 days after receiving the same.

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

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

or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the RDA Property.

15. **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:

a. **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: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

b. **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: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

c. **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: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

d. **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.

e. **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.

f. **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.

16. **General Indemnity.**

a. **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 (i) any breach by Developer of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or (iii) 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.

b. **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.

SECTION IV – TAX INCREMENTAL FINANCING

1. **Qualification for TIF.** Before commencement of the First Phase, Developer shall demonstrate to the satisfaction of RDA a need for public assistance funds, with such determination to be made according to the "but for" test, that is, that but for the City 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 the RDA Developer's need for assistance funds and qualification for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

2. **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, that Developer shall be responsible to finance all of the upfront costs of the Project and, to the extent the Project qualifies for reimbursement of Qualified Expenditures and TID revenues are sufficient to the limits of the TID and this Agreement.

3. **Limitations of Payment of TIF Incentive.** The TIF Incentive available to Developer for the Project is limited as follows:

a. **Temporal Limitation.** Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA Borrower 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 originally-scheduled the termination of TID on May 15, 2026, and the termination of this Agreement before the termination of the TID, because of an Event of Default by Developer.

b. **Monetary Limitation.**

(1) **Formula Limitation.** The TIF Incentive in any year shall not exceed fifty percent (50%) of the Available Tax Increment for the Property. For instance, assuming an assessed value of the Property as of the date of this Agreement of \$369,200.00 that generates \$22.28 of tax revenue to the taxing jurisdictions (less the State) for every \$1,000.00 of assessed value, the total annual tax revenues paid to the City are \$8,225.78. For example, assuming that a future assessed value for the Property on January 1 of a given year is \$800,000.00, subtracting the base value of \$369,200.00 of base value yields \$430,800.00 of incremental value. Assuming, the tax revenue per thousand dollars does not change, the tax revenue collected on the incremental value is \$9,590.22. Fifty percent (50%) of this tax revenue yields \$4,799.11 in TIF Incentive).

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

(2) Maximum amount. In no case shall the total amount of TIF Incentives exceed the document actual expenses for infrastructure improvements made by Developer for Qualified Expenditures.

(4) **No General Obligation of City.** The City's obligation to make TIF Incentive payments shall be a special and limited obligation of the City, subject to annual appropriation by the City and shall not be 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 include the payment of the TIF Incentive payments for each year included during the TID Term in the applicable budget request recommendation for the following year's budget. If the City's annual budget does not in any year provide for appropriation of Available Tax Increment sufficient to make the payment of the TIF Incentive payment due in that year, the City will use its best efforts to notify the Developer of that fact at least thirty (30) days prior to the date the budget is presented to the City Council for final approval. Funds in the special fund of the District attributable to the Available Tax Increments shall not be used to pay any other project costs of the TID until the City has applied to the payment due hereunder of the TIF Incentive payment. 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.

SECTION V - CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

1. **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.
2. **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.
3. **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.

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

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

SECTION VI - CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

2. **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.

SECTION VII - REPRESENTATIONS, WARRANTIES AND COVENANTS

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

1. **No Material Change in Documents.** All contract documents and agreements have been furnished to 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.

2. **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.

3. **Compliance with Zoning.** The Property now conforms and will conform in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

4. **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 125% 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

SECTION VIII - DEFAULT

1. Developer Default.

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

- a. **Failure to Make Payment.** Developer fails to make any payment required and such payment continues for a period of ten (10) days after its due date;
- b. **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 (a total of 90 days) to cure;
- c. **Misrepresentation.** Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- d. **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: (1) fraud; or (2) 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;
- e. **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;
- f. **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.

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

- a. **Termination.** Terminate this Agreement without further notice to Developer;
- b. **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;

c. **Specific Performance.** Sue for specific performance;

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

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

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

g. **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.

3. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City 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 or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City 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.

4. 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 of the Wisconsin Statutes.

5. 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.

6. 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.

SECTION IX – TERMINATION

1. **Date of Termination.** This Agreement shall terminate upon the earliest of the date:
 - a. All Qualified Expenditures have been repaid in full by Tax Increment;
 - b. The City closes and terminates the TID;
 - c. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - d. This Agreement is terminated because of an Event of Default;
 - e. The parties agree in writing to terminate this Agreement.
2. **Survival of Certain Provisions.** Sections III.5, III.7, III.8, III.11, III.12, III.13, III.14, III.15, III.16, VI.2, VII.2, VII.3, VII.6, VII.7, VIII.2, VIII.4, VIII.5, VIII.6, X.3, X.8, X.9, X.10, X.13, X.15, X.16, X.18 and X.19 shall survive the termination of this Agreement.

SECTION X - MISCELLANEOUS PROVISIONS

1. **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.
2. **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.
3. **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.
4. **No Personal Interest of Public Employee.** No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
5. **Relationship of Parties.** The City and the RDA are not partners or joint venturers with

Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

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

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

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

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

To the City: City of Green Bay

Attn: City Clerk

100 North Jefferson Street

Green Bay, WI 54301

To RDA: Redevelopment Authority
of the City of Green Bay

Attention: Executive Director

100 North Jefferson Street, Room 608

Green Bay, WI 54301

To the Owner: Lorenzen Holdings, LLC

Attn: Tyson Schwiesow
1087 W. Mason Street
Green Bay, WI 54303

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

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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).

16. **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.

17. **Entire Agreement.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes all previous understandings or promises, written or oral, that are not contained in this Agreement.

18. **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.

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

[Signature page follows.]

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

DEVELOPER:

LORENZEN HOLDINGS, LLC

By: _____

Tyson Schwiesow, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this ____ day of February, 2016, the above named Tyson Schwiesow, a member of Lorenzen Holdings, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay,
Lorenzen Holdings, LLC
CITY OF GREEN BAY

James Schmitt, Mayor

Kris Teske, Clerk

ACKNOWLEDGMENT
STATE OF WISCONSIN)

)SS

COUNTY OF BROWN)

Personally came before me this ____ day of February, 2016, the above named James Schmitt, the mayor of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)

)SS

COUNTY OF BROWN)

Personally came before me this ____ day of February, 2016, the above named Kris Teske, the clerk of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page

Development Agreement – City of Green Bay, Redevelopment Authority of the City of Green Bay,
Lorenzen Holdings, LLC

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

Harry Maier, Chairman

Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)SS

COUNTY OF BROWN)

Personally came before me this _____ day of February, 2016, the above named Harry Maier, the chairman of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)

)SS

COUNTY OF BROWN)

Personally came before me this _____ day of February, 2016, the above named Kevin J. Vonck, the executive director of the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin

My Commission Expires _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

**EXHIBIT B
PRELIMINARY CONCEPT PLAN**

This list of terms and conditions (herein “TERM SHEET”) made as of the ____ day of _____ 2016, by and between the **Redevelopment Authority of the City of Green Bay** (herein “the **RDA**”), the **City of Green Bay** (herein “the **City**”) and **Safford Building, LLC** (herein “the **DEVELOPER**”), whereas:

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

The terms contemplated shall be:

1. DEVELOPER owns the Property located at 130 E. Walnut Street (herein “Property”) that consists of the following Parcel Numbers:

	<u>Parcel No.</u>	<u>Assessed Value</u>
1.1.	12-38-1	\$378,000.00
1.2.	12-38-2	\$424,500.00
1.3.	12-38-3	\$169,400.00
1.4.	12-38-4	\$124,500.00
1.5.	12-38-5	\$238,400.00
1.6.	12-38-8	\$51,900.00
1.7.	12-38-9	\$27,600.00

2. The Property yielded approximately \$31,058.00 in annual property taxes in 2015.
3. The Property is located in Tax Increment District Number Five: East and West Downtown (herein “TID 5”), which was created on December 21, 1999, and is scheduled to close on May 15, 2026.
4. The RDA and City will provide financial support for the Property through TID 5 under the following conditions:
 - 4.1. The client shall demonstrate a need for public assistance (the “but for” test) to the RDA and City; and
 - 4.2. Any financial assistance shall be through a reimbursement to be applied or disbursed on an annual basis after Developer’s real estate taxes have been paid in full; and
 - 4.3. The period over which the financial assistance shall be applied or disbursed shall continue until 2026; and

4.4. The financial assistance to be provided by the City and RDA shall be based on the increment created by Developer to reduce the cost of market rate parking incurred by Developer as a result of the Property. The parking rates shall be set by the Improvement Services Committee and City Council in its sole discretion.

5. The parties shall work in good faith to negotiate and execute any definitive agreements, including a Development Agreement and/or Parking Agreement, no later than April 8th, 2016, which shall be subject to the approval of the RDA and City Council.
6. IN WITNESS WHEREOF, this TERM SHEET has been duly executed as of the date first above written.

Redevelopment Authority of the City of Green Bay

Harry Maier, Chair

Kevin J. Vonck, Executive Director

City of Green Bay

James J. Schmitt, Mayor

Kris Teske, Clerk

Safford Building, LLC

Steven J. Schneider

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report with the exception of Items #1 and #2. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #1. Motion carried.

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

Moved by Ald. Nennig, seconded by Ald. Moore to amend Item #2 by adding "The Project limit may be increased an additional \$200,000.00, which shall also be reflected in the maximum reimbursement of qualified expenditures, if Fred Street is vacated in front of Tax Parcel 21-1714-E-31 (607 Fred Street) and/or Tax Parcel 21-1714-E-30 (601 Fred Street)." to the end of "9. TIF Assistance." Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Tim DeWane to adopt Item #2 as amended. Motion carried.

A special City Council meeting will be held on February 23 at 4:45 P.M.

REPORT OF THE TRAFFIC COMMISSION February 15, 2016

The Traffic Commission having met Monday, February 8, 2016 considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the report by the Police Department of the 2015 4th quarter serious injury and fatality crashes.
2. To refer to staff to investigate costs and details of 30-second radio and TV spots to address automobile, bicycle traffic, and pedestrian traffic safety issues.
3. To postpone the request for a crossing guard study along South Monroe Avenue near Aldo Leopold School until the March 14, 2016 Traffic Commission meeting.
4. To maintain a posted speed limit of 25 mph along South Monroe Avenue from the South City Limits to Porlier Street due to low segment and injury crash rates, with consideration of increasing the speed limit to 30 mph if crash rates increase over time and exceed statewide averages.
5. To install 1 SPEED LIMIT 25 sign on southbound South Monroe Avenue just south of Porlier Street.
6. To install school crosswalk signs on both sides of the street for northbound and southbound South Monroe Avenue at Emilie Street.
7. To install "left-side" school crosswalk signs on both northbound and southbound South Monroe Avenue at Eliza Street.
8. To increase speed enforcement efforts along South Monroe Avenue near Aldo Leopold School to reduce motorists' speeds to within 5 mph of the posted speed limit.

9. For City staff to work with Aldo Leopold School staff to consider changing the start time of the school from 8 AM to 8:15 AM in order to reduce the conflict with the morning rush hour traffic.
10. For City staff to work with Aldo Leopold School staff to have all parents conduct loading and unloading east of South Monroe Avenue in order to eliminate all school-related pedestrian crossings of South Monroe Avenue. This includes eliminating Eliza Street parent parking west of South Monroe Avenue. This could be accomplished by changing the parking zone to a NO STOPPING OR STANDING zone, time regulated.
11. To refer to staff to prepare a cost estimate site specific to South Monroe Avenue for direct-powered and solar-powered overhead installations of 15" speed feedback signs in both directions of South Monroe Avenue near the school zone borders approaching Aldo Leopold School.
12. To reconsider the installation of speed feedback signs if the South Monroe Avenue 85th percentile speeds have not been reduced to within 5 mph of the posted speed limit after 6 months. If installed, then those signs should be mounted overhead, have 15" displays, be programmed to turn off its display if traffic is traveling excessively over the posted speed limit, and only operate during school hours.
13. To adopt by ordinance the removal of the NO PARKING zone on the north side of East Shore Drive from a point 225 feet west of Utah Avenue to Utah Avenue
14. To adopt by ordinance the removal of the NO PARKING zone on both sides of East Shore Drive from a point 40 feet west of Danz Avenue to Danz Avenue.
15. To adopt by ordinance to establish a NO PARKING zone on both sides of East Shore Drive from a point 385 feet east of East Shore Circle to Nicolet Drive.
16. To adopt by ordinance to establish a 1-WAY STOP condition on Savage Street at Deer Trail.

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

REPORT OF THE FINANCE COMMITTEE FEBRUARY 15, 2016

The Finance Committee having met on Monday, January 25, 2016, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve contract award for the demolition of a building at 2903 West Point Road to BEST Enterprises for \$22,500.
2. To hold until next meeting request by Ald. Chris Wery to live stream City Council meetings.
3. To hold until Law department has had a chance to review the request by Ald. Randy Scannell to video all forums and debates in Council races to be played on TV4, City website and You Tube.
4. To hold until next meeting request by Ald. Chris Wery that should the Colburn Olympic Pool Project come in higher than the original \$4.5 million estimate, up to \$1 million of the excess stadium tax revenue be utilized to fund the overage. (Carried over from January 12, 2016 Finance Committee meeting.)
5. To receive and place on file the request Ald. Tim DeWane to review Green Bay Housing Authority's tax exempt status and its past history as a whole.
6. To receive and place on file the request by Ald. Zima at the January 12, 2016 Finance Committee meeting to review the City's investment portfolio.

2016 Contingency Fund
\$60,000

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

REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE February 15, 2016

The Improvement and Service Committee, having met on January 27, 2016 considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Zima that the City consider allowing any person with a junk pickers license permission to remove items from the household waste dump sites on both the east and west side, which would reduce the amount of household waste, which eventually ends up in the landfill at an increased cost to City taxpayers.
2. To receive and place on file the request by Ald. Tim DeWane to consider a re-use day, four times a year, where people can put items, such as windows, metal doors, cabinets, etc., out to the curb for pick up.

3. To receive and place on file the request by Ald. Thomas DeWane to discuss, with possible action, the cost for permits for storm sewer work.
4. To receive and place on file the request by Parking Division to secure quotes for replacement of its parking access and revenue control system (PARCS) equipment.
5. To approve the 2016 Special Assessment factors and rates.
6. To approve the report of the Purchasing Manager:
 - A. To approve the request to purchase Pump Controllers from Berg-Johnson Associates for \$12,350.
7. To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.
8. To approve the applications for Tree & Brush Trimmer Licenses by the following:
 - A. A-1 Tree Service, Inc
 - B. Best Stump Grinding
 - C. Economy Tree Service, LLC
 - D. Nelson Tree Service, Inc
 - E. Ripley's Stump Grinding

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

REPORT OF THE PERSONNEL COMMITTEE

February 15, 2016

The Personnel Committee, having met on Monday, January 25, 2016 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to fill the following replacement positions in Public Works and all subsequent vacancies resulting from internal transfers.
 - a. Engineering Aide
 - b. Public Works Supervisor
 - c. Sewer Laborer
 - d. Maintenance and Enforcement Attendant

2. To approve modifying the compensation policy to provide a minimum increase of 3% when an employee's position is reclassified higher or the employee is promoted.
3. To receive and place on file the report of routine personnel actions for regular employees.

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

PROTECTION & WELFARE COMMITTEE REPORT February 15, 2016

The Protection & Welfare Committee, having met on Monday, January 25, 2016, considered all matters on the agenda and wishes to report and recommend the following:

1. To deny the application for a "Class B" Combination License by Mary Besaw at 2148 University Avenue.
2. To approve the request by the owner of St. Brendan's Inn, 234 S. Washington Street, to hold outdoor events on March 12th, 13th and 17th, 2016. The approval of the request is subject to complaint.

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

REPORT OF THE PROTECTION AND WELFARE COMMITTEE GRANTING OPERATOR LICENSES February 15, 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

Abel, Tiffany M	Vasquez, Te Anna M
Bannach, Nicholas D	Verhaagh, Stephanie A
Borowski, Amy L	Weix, Angela R
Brunette, Adam H	White, Donna M
Campbell, Cassandra L	Willemon, Michael P
Cisneros, Darcy L	Zimmerman, Melvin L

Collins, Auston J
Copley, Alexander A
Curtis, Brittanie B
Daanen, Kim M
Denham, Courtney R
Endries, Jacob L
Ferron, Brandi A
Green, Logan M
Halstead, Grace J
Hansen, Michelle L
Jenkins, Brianna R
Knight, Jamie L
Koehler, Tyler J
Kwiatkowski, Katrina J
Monfils, Jessica L
Pfeiffer, Tara M
Porter, Barbara J
Reinert, Karrienne J
Rose, Faye A
Ruiz, Lisbeth
Schmidt, Amber N
Schroth, Mary J
Schwalbe, Joshua A
Sherry, Pamela L
Vander Velden, Beth M

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

RECEIVE & PLACE ON FILE

Check Reconciliation Register for December and January.

Building Permit Report for January, 2016.

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

RESOLUTIONS

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

FINAL PAYMENTS RESOLUTION
February 15, 2016

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

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

1. CHRISTA MCAULIFFE PARK STORMWATER FACILITY

Radtke Contractors, Inc.

TOTAL AMOUNT EARNED: \$ 661,037.38

LESS AMOUNT RETAINED: \$ 0.00

\$ 661,037.38

LESS AMOUNT PREVIOUSLY PAID: \$ 644,492.14

AMOUNT DUE THIS ESTIMATE: \$ 16,545.24

ACCOUNT NUMBERS

413500E-55359-63034: \$16,545.24

PO #105663

2. RESURFACING 1-15 PART A

Martell Construction, Inc.

TOTAL AMOUNT EARNED: \$ 309,324.79

LESS AMOUNT RETAINED: \$ 0.00

\$ 309,324.79

LESS AMOUNT PREVIOUSLY PAID: \$ 300,085.40

AMOUNT DUE THIS ESTIMATE: \$ 9,239.39

ACCOUNT NUMBERS

401500E-55301-61025: \$9,239.39

PO #1500119

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
KS ENERGY SERVICES
CITY OF GREEN BAY SEWER SYSTEM ACCESS
February 15, 2016**

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

To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 219 NORTH ASHLAND AVENUE
(ZP 16-03)**

February 15, 2016

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

That, pursuant to Zoning Petition 16-03 and the recommendation of the Plan Commission on January 25, 2016, the City of Green Bay does authorize a conditional-use permit for a single family dwelling in an Office Residential (OR) District located on the following described property at 219 North Ashland Avenue:

DOUSMANS ADD N 39.7 FT OF L OT 173 (Tax
Parcel No. 4-127)

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

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

b. There shall be no expansion of the use without Plan Commission and Common Council Approval.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 327 SOUTH QUINCY STREET
(ZP 16-06)**

February 15, 2016

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

That, pursuant to Zoning Petition 16-06 and the recommendation of the Plan Commission on February 8, 2016 the City of Green Bay does authorize a conditional-use permit for a single family dwelling in an Office Residential (OR) District located on the following described property at 327 South Quincy Street:

PLAT OF ASTOR LOT 12 BLK 42 (Tax Parcel No.
14-1486)

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

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

b. There shall be no expansion of the use without Plan Commission and Common Council Approval.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 308 SOUTH QUINCY STREET
(ZP 16-07)**

February 15, 2016

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

That, pursuant to Zoning Petition 16-07 and the recommendation of the Plan Commission on February 8, 2016 the City of Green Bay does authorize a conditional-use permit for a single family dwelling in an Office Residential (OR) District located on the following described property at 308 South Quincy Street:

PLAT OF ASTOR PART OF LOT 2 BLK 37 AS DESC
IN J16421-22 (Tax Parcel No. 14-411)

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

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

b. There shall be no expansion of the use without Plan Commission and Common Council Approval.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 712 NORTH QUINCY STREET
(ZP 16-04)**

February 15, 2016

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

That, pursuant to Zoning Petition 16-04 and the recommendation of the Plan Commission on February 8, 2016 the City of Green Bay does authorize a conditional-use permit to operate a minor auto repair in a General Industrial (GI) District located on the following described property at 712 North Quincy Street:

LOT 3 OF 30 CSM 281 BNG PRT OF LOTS 1 & 2
BLK B & BNG PRT VAC ALLEY MC CORMIC & FLATLEYS
SUBD (Tax Parcel No. 7-520-A)

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

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and approval;
- b. All vehicle parts, including tires, shall be stored inside of an enclosed building.
- c. Compliance with the submitted operations plan.
- d. There shall be no expansion of the use without Plan Commission and Common Council Approval.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 898 SHAWANO AVENUE
(ZP 16-01)**

February 15, 2016

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

That, pursuant to Zoning Petition 16-01 and the recommendation of the Plan Commission on February 8, 2016 the City of Green Bay does authorize a conditional-use permit for a two-family use in a Low Density Residential (R1) zoning district located on the following described property at 898 Shawano Avenue:

ALLARDS SUBD OF LOTS 4 & 5 OF FISKS ADD
LOT 1 BLK B (Tax Parcel No. 3-22)

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

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan review and approval;
- b. Compliance with all building code standards, specifically the addition of a second exit for the second-level apartment and paving the parking area off of Allard Avenue.
- c. There shall be no expansion of the use without Plan Commission and Common Council Approval.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

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

**RESOLUTION VACATING A PORTION OF
UNIMPROVED RIGHT-OF-WAY AT 1940 MAIN STREET
(SV 15-03)**

February 15, 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 a portion of unimproved right-of-way at 1940 Main Street, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to:

1. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained;
2. The Green Bay Water Utility shall retain the right to move its existing sewer line curb boxes out of this right-of-way area;

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 February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

Kris A. Teske
Clerk

**DESCRIPTION OF STREET VACATION AT 1940 MAIN STREET
(SV 15-03)**

That part of Lots 8 and 9, Astor's Subdivision of Private Claim 3-7, East Side of the Fox

River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 8;

thence N26°-02'-28"E, 346.36 feet along the East line of Lot 8, to the southwesterly right-of-way line of Main Street and the point of beginning;

thence N31°-10'-20"W, 275.12 feet, along said southwesterly right-of-way line of Main Street;

thence N58°49'40"E, 27.00 feet;

thence S31°-10'-20"E, 275.12 feet;

thence S58°49'40"W, 27.00 feet, to the point of beginning.

Subject to the following conditions:

1. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.
2. The Green Bay Water Utility shall retain the right to move its existing water utility curb boxes out of this right-of-way area.

<u>Parcel Affected</u>	<u>Owners Name and Mailing Address</u>
21-1319-2	TYJAZZ NO 4, LLC C/O Apple Hospitality GR 2120 Pewaukee Road – Suite 200 Waukesha, WI 53188

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to adopt the resolution.

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

**RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT,
ASPHALT PAVEMENT OR ASPHALT RESURFACING
February 15, 2016**

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

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

PAVEMENT 2-14

ATKINSON DRIVE – Hurlbut Street to 1180' north

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

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

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

**RESOLUTION TO ACCEPT SIDEWALKS
AND ISSUE ASSESSMENTS
February 15, 2016**

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

That the following sidewalks built on the following streets by Martell Construction Inc., under its contract duly awarded on June 16, 2015, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years, and shall be charged to the particular property against which assessments have been made.

Adopted February 15, 2016

Approved February 16, 2016

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
City Clerk

SPAS-CouncilResolution

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
11309						
DISTRICT	22-1939	MARK A & SHERRY A SCHLAEFER	3539 GLEN ABBEY DR THOMAS J JUZA'S SHOREWOOD HEIGHTS LOT 100			
1		3539 GLEN ABBEY DR GREEN BAY WI 54311				
				265.00 Sq Ft @	5.50 Sq/Ft	1457.50
			Parcel Total Charges			1457.50
DISTRICT	22-1940	MELISSA J THAYSE & COREY M OLMSTED	3545 GLEN ABBEY DR THOMAS J JUZA'S SHOREWOOD HEIGHTS LOT 101			
1		3545 GLEN ABBEY DR GREEN BAY WI 54311				
				265.00 Sq Ft @	5.50 Sq/Ft	1457.50
			Parcel Total Charges			1457.50
DISTRICT	22-1989	EDWARD J & MEGAN M MCDONOUGH	3554 BAY HARBOR DR THOMAS J JUZA'S SHOREWOOD HEIGHTS 1ST ADDN LOT 119			
1		3554 BAY HARBOR DR GREEN BAY WI 54311				
				340.25 Sq Ft @	5.50 Sq/Ft	1871.38
				30.10 Sq Ft @	5.90 Sq/Ft	177.59
			Parcel Total Charges			2048.97
DISTRICT	22-1990	JAMES W RIEAD	3548 BAY HARBOR DR THOMAS J JUZA'S SHOREWOOD HEIGHTS 1ST ADDN LOT 120			
1		3548 BAY HARBOR DR GREEN BAY WI 54311				
				340.25 Sq Ft @	5.50 Sq/Ft	1871.38

			30.10 Sq Ft @ 5.90 Sq/Ft	177.59
			Parcel Total Charges	2048.97
DISTRICT	16-1	WISCONSIN DEPT OF NATURAL RESOURCES PO BOX 7921 MADISON WI 53707-7921	PORLIER ST PLAT OF ASTOR LOTS 1 THRU 8 BLK 61 EX 265-D-373 & ALL OF BLK 63 EX THAT PART OF LOTS 1 & 2 LYG ELY OF A LINE 25 FT ELY OF & PARA TO THE C/L MAIN TRACK & PRT OF LOTS 6 THRU 14 BLK 64 & PRT OF LOTS 16 THRU 23 BLK 160 & PRT OF LOTS 9 THRU 15 BLK	
4			176.80 Sq Ft @ 5.50 Sq/Ft	972.40
			Parcel Total Charges	972.40
DISTRICT	16-1-1	BROWN COUNTY PO BOX 23600 GREEN BAY WI 54305-3600	S MONROE AV THAT PART OF LOTS 1 & 2 BLK 63 LYG ELY OF A LINE 25 FT ELY OF & PARA TO THE C/L MAIN TRACK (WCL) PLAT OF ASTOR	
4			679.00 Sq Ft @ 5.50 Sq/Ft	3734.50
			67.30 Sq Ft @ 5.90 Sq/Ft	397.07
			Parcel Total Charges	4131.57
DISTRICT	16-183	TYLER J & SHANNON M BAILEY 1043 S QUINCY ST GREEN BAY WI 54301-3209	1043 S QUINCY ST PLAT OF ASTOR LOTS 9 & 10 B LK 78	
4			201.50 Sq Ft @ 6.25 Sq/Ft	1259.38
			Parcel Total Charges	1259.38
DISTRICT	16-193	CHARLES & CHEENOUNG DUPEE 1102 S JACKSON ST GREEN BAY WI 54301-3238	1102 S JACKSON ST PLAT OF ASTOR E 110 FT OF L OT 1 BLK 79	
4			27.00 Sq Ft @ 6.40 Sq/Ft	172.80
			82.70 Sq Ft @ 6.25 Sq/Ft	516.88
			Parcel Total Charges	689.68
DISTRICT	17-1030-A	MATTHEW R & JULIA J HAGER 1212 SUYDAM ST GREEN BAY WI 54301-3029	1212 SUYDAM ST PLAT OF ASTOR NLY 55 FT OF SLY 110 FT OF LOTS 1 & 2 BLK 155	
4			20.00 Sq Ft @ 6.25 Sq/Ft	125.00

			Parcel Total Charges	125.00
DISTRICT	17-1042-A	ASHLEY M BANECK & GREG M KOLLROSS	1217 GOODELL ST PLAT OF ASTOR S 60 FT OF LO TS 13 & 14 BLK 155	
4		1217 GOODELL ST GREEN BAY WI 54301-3035		
			30.00 Sq Ft @ 6.25 Sq/Ft	187.50
			68.34 Sq Ft @ 6.40 Sq/Ft	437.38
			Parcel Total Charges	624.88
DISTRICT	17-131	JUSTIN M & LACY A CHALLE	1018 S ROOSEVELT ST PLAT OF ASTOR S 60 FT OF LO TS 1 & 2 BLK 111	
4		1018 S ROOSEVELT ST GREEN BAY WI 54301		
			92.30 Sq Ft @ 6.25 Sq/Ft	576.88
			42.70 Sq Ft @ 6.40 Sq/Ft	273.28
			Parcel Total Charges	850.16
DISTRICT	17-172	WALTER DAUMLER	1126 EMILIE ST PLAT OF ASTOR LOT 10 BLK 112	
4		1126 EMILIE ST GREEN BAY WI 54301		
			28.60 Sq Ft @ 6.25 Sq/Ft	178.75
			Parcel Total Charges	178.75
DISTRICT	17-329	ERIN HAHL & RACHEL KNOKE	929 S ROOSEVELT ST PLAT OF ASTOR S 1/4 OF LOTS 27 & 28 & WLY 6 FT OF SLY 60 FT OF LOT 26 BLK 117	
4		929 S ROOSEVELT ST GREEN BAY WI 54301-3408		
			56.70 Sq Ft @ 6.25 Sq/Ft	354.38
			Parcel Total Charges	354.38
DISTRICT	17-572	LYNN M CORBEILLE	1356 EMILIE ST PLAT OF ASTOR LOT 3 BLK 136	
4		1356 EMILIE ST GREEN BAY WI 54301		
			198.60 Sq Ft @ 6.25 Sq/Ft	1241.25
			Parcel Total Charges	1241.25
DISTRICT	17-573	TERRY L & MARY JANE CHANEY	1354 EMILIE ST PLAT OF ASTOR LOT 4 BLK 136	
4		1354 EMILIE ST GREEN BAY WI 54301-3112		
			51.00 Sq Ft @ 6.40 Sq/Ft	326.40
			198.90 Sq Ft @ 6.25	1243.13

			@	Sq/Ft	
					1569.53
DISTRICT	17-592	WAYNE P & TIFFANY R HOFFMAN			
4		1333 GRIGNON ST GREEN BAY WI 54301-3022			
				26.50 Sq Ft @ 6.25 Sq/Ft	165.63
					165.63
DISTRICT	17-593	KAANAN & ANNIE KRUEGER			
4		1327 GRIGNON ST GREEN BAY WI 54301-3022			
				26.50 Sq Ft @ 6.25 Sq/Ft	165.63
					165.63
DISTRICT	17-644	GREGORY P & MICHELLE L OETTINGER			
4		1457 GRIGNON ST GREEN BAY WI 54301-3024			
				25.00 Sq Ft @ 6.25 Sq/Ft	156.25
					156.25
DISTRICT	21-2704-E-18	DELORES TLACHAC			
6		1053 NEWTOLS ST GREEN BAY WI 54302-3045			
				50.50 Sq Ft @ 6.25 Sq/Ft	315.63
					315.63
DISTRICT	13-57	ATTY THOMAS M OLEJNICZAK			
7		PO BOX 23200 GREEN BAY WI 54305-3200			
				127.40 Sq Ft @ 6.40 Sq/Ft	815.36
				139.50 Sq Ft @ 6.25 Sq/Ft	871.88
					1687.24
DISTRICT	5-1050	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC			
7		437 S JACKSON ST GREEN BAY WI 54301-3909			
				56.70 Sq Ft @ 6.25 Sq/Ft	354.38

			Parcel Total Charges		354.38
DISTRICT	5-210	BETH L MCLEAN	601 MELROSE AV FAIRMONT PLAT LOT 1 BLK 1		
7		601 MELROSE AV GREEN BAY WI 54303-3606		102.96 Sq Ft @	643.50
				6.25 Sq/Ft	
			Parcel Total Charges		643.50
DISTRICT	1-1717	CHRISTOPHER P REEVES & KAREN S EDELL-REEVES	1295 HICKORY HILL DR MEACHAM SUBDIVISION #2 LOT 12 BLK 5		
8		187 VIEW RD MAHTOMEDI MN 55115		55.50 Sq Ft @	346.88
				6.25 Sq/Ft	
			Parcel Total Charges		346.88
DISTRICT	1-2007-K	PATRICK D & MARY E BOUSHON	1432 BEAUCHAMP ST REPLAT OF BLK 1 & 4 OF VAN VEGHELS ADD LOT 11		
8		1432 BEAUCHAMP ST GREEN BAY WI 54304-3226		226.00 Sq Ft @	1412.50
				6.25 Sq/Ft	
			Parcel Total Charges		1412.50
DISTRICT	1-2007-L	PETER S & BARBARA L ROWE	1428 BEAUCHAMP ST REPLAT OF BLKS 1 & 4 OF VAN VEGHELS ADD LOT 12		
8		1428 BEAUCHAMP ST GREEN BAY WI 54304-3226		50.00 Sq Ft @	312.50
				6.25 Sq/Ft	
			Parcel Total Charges		312.50
DISTRICT	1-2301	JEFFREY A & JULIE A VANDENBUSH	1102 SHADOW LN DENEYS SUB #4 LOT 18 BLK 5		
8		1102 SHADOW LN GREEN BAY WI 54304-3909		25.50 Sq Ft @	159.38
				6.25 Sq/Ft	
			Parcel Total Charges		159.38
DISTRICT	1-2491	OSCAR L & KRISTIN V RAMSEY	1725 FRANK ST SCHMITT PLAT #8 LOT 1 & W 4 FT OF LOT 2 BLK 5		
8		1725 FRANK ST GREEN BAY WI 54304-3839		50.50 Sq Ft @	315.63
				6.25 Sq/Ft	
			Parcel Total Charges		315.63

DISTRICT	1-2531	NORMAN & CAROL JENSEN	1512 PILGRIM ST MARYDALE SUBD LOT 2 BLK 2		
8		1512 PILGRIM ST GREEN BAY WI 54304-3331		79.00 Sq Ft @ 6.25 Sq/Ft	493.75
			Parcel Total Charges		493.75
DISTRICT	1-2608	DAVID J & MARY K HYSKA	1522 SPENCE ST MARYDALE SUBD #2 LOT 3 BLK 4		
8		1522 SPENCE ST GREEN BAY WI 54304-3244		25.00 Sq Ft @ 6.25 Sq/Ft	156.25
			Parcel Total Charges		156.25
DISTRICT	1-2639	TERESA M TERP	1093 KENWOOD ST SOUTHGATE SUBD #4 LOT 2 BLK 10		
8		1093 KENWOOD ST GREEN BAY WI 54304-3804		43.50 Sq Ft @ 6.25 Sq/Ft	271.88
			Parcel Total Charges		271.88
DISTRICT	1-2647	GLORIA J MONIGAL LE	1094 THORNDALE ST SOUTHGATE SUBD #4 LOT 10 BL K 10		
8		1094 THORNDALE ST GREEN BAY WI 54304-3913		25.00 Sq Ft @ 6.25 Sq/Ft	156.25
			Parcel Total Charges		156.25
DISTRICT	2-69-B-1	ANN M JOPPE	1003 TOMMARK ST PCL C OF 1 CSM 173 BNG PRT CLA TANKS SUBD OF PC 2-9 WSFR LOT 47		
8		1003 TOMMARK ST GREEN BAY WI 54304-2357		50.00 Sq Ft @ 6.25 Sq/Ft	312.50
			Parcel Total Charges		312.50
DISTRICT	2-69-C-7	RAYMOND & PATRICIA VALLEY	1013 TOMMARK ST CLA TANKS SUB OF PC 2-9 PRT OF LOT 47 DES IN 371 D 25 & ALSO PRT DESC IN 374 D 68 BCR		
8		1013 TOMMARK ST GREEN BAY WI 54304-2357		25.00 Sq Ft @ 6.25 Sq/Ft	156.25
			Parcel Total Charges		156.25
DISTRICT	6-1462	JOSEPH C S MONGIN	1601 S LOCUST ST WESTWOOD ADDITION LOT 8 BLK 3		
8		1601 S LOCUST ST GREEN BAY WI 54304-3125		70.00 Sq Ft @ 6.25 Sq/Ft	437.50

			Parcel Total Charges	437.50
DISTRICT 6-547-C	HEIDI A PRIBYL			
8	1328 S LOCUST ST GREEN BAY WI 54304	1328 S LOCUST ST N1/2 OF LOT 11 BLK 66 PEETERS SUBD LYG BTWN S/L OF RUSSELL ST & N/L OF LANGLADE AV		
			25.00 Sq Ft @ 6.25 Sq/Ft	156.25
			Parcel Total Charges	156.25
DISTRICT 6-842	JAMES L & JUDITH A ZUELKE			
8	1374 ROCKDALE ST GREEN BAY WI 54304-3128	1374 ROCKDALE ST SCHMITT PLAT #5 LOT 15 BLK 2		
			51.00 Sq Ft @ 6.25 Sq/Ft	318.75
			Parcel Total Charges	318.75
DISTRICT 6-903	SUSAN E MIKLE			
8	1419 BIEMERET ST GREEN BAY WI 54304-3101	1419 BIEMERET ST SCHMITT PLAT #5 LOT 10 BLK 8		
			52.00 Sq Ft @ 6.25 Sq/Ft	325.00
			Parcel Total Charges	325.00
DISTRICT 6-904	LEE O & NANCY J WOLDT			
8	1415 BIEMERET ST GREEN BAY WI 54304-3101	1415 BIEMERET ST SCHMITT PLAT #5 LOT 11 BLK 8		
			23.50 Sq Ft @ 6.40 Sq/Ft	150.40
			56.00 Sq Ft @ 6.25 Sq/Ft	350.00
			Parcel Total Charges	500.40
DISTRICT 1-138	JAMES J KUBALAK			
9	1289 S 7TH ST DE PERE WI 54115	1030 CLEVELAND ST PLANERT & SURPLICE ADD SUBD OF LOT 42 OF TANKS SUBD OF PC 2-9 LOT 6 BLK 2		
			350.00 Sq Ft @ 6.25 Sq/Ft	2187.50
			Parcel Total Charges	2187.50
DISTRICT 2-61	LENORA M MCNALLY			
9	972 HICKORY HILL DR GREEN BAY WI 54304-2578	972 HICKORY HILL DR TANKS SUBD OF PC 2-9 E 45 F T OF W 90.6 FT OF S 140 FT OF PART OF LOT 40 N OF 7TH ST NOW HICKORY HILL DR & E OF 14 AVE		
			122.50 Sq Ft @ 6.25 Sq/Ft	765.63
			Parcel Total Charges	765.63

DISTRICT	4-206	ERIC J & JENNIFER M WOLLER	119 N BROADWAY ORIGINAL SURVEY S 11 FT OF LOT 27 & N 11 FT OF LOT 28		
9		3900 NORWAY CT PULASKI WI 54162		32.50 Sq Ft @ 6.25 Sq/Ft	<u>203.13</u>
			Parcel Total Charges		<u>203.13</u>
DISTRICT	18-1315	ALLEN L & JUDY L SIGMUND	702 THRUSH ST PLAT OF MATHER HEIGHTS SLY 60 FT OF LOTS 12 & 13 BLK 20		
10		702 THRUSH ST GREEN BAY WI 54303-4328		50.00 Sq Ft @ 6.25 Sq/Ft	<u>312.50</u>
			Parcel Total Charges		<u>312.50</u>
DISTRICT	18-241	KATHLEEN A SAMSON	1116 NEVILLE AV VAN DYCKES CO'S ADDN LOT 15 BLK 8		
10		1116 NEVILLE AV GREEN BAY WI 54303-4020		52.00 Sq Ft @ 6.25 Sq/Ft	<u>325.00</u>
			Parcel Total Charges		<u>325.00</u>
DISTRICT	18-271	BRAD T ASCHER	1023 NEVILLE AV VAN DYCKES CO'S ADDN LOT 5 BLK 10		
10		1023 NEVILLE AV GREEN BAY WI 54303-4017		31.20 Sq Ft @ 6.25 Sq/Ft	<u>195.00</u>
				45.80 Sq Ft @ 6.40 Sq/Ft	<u>293.12</u>
			Parcel Total Charges		<u>488.12</u>
DISTRICT	18-279	STORMY J & ARDENE B SUMMERS	1010 WILSON AV VAN DYCKES CO'S ADDN LOT 13 BLK 10		
10		1010 WILSON AV GREEN BAY WI 54303-4205		50.00 Sq Ft @ 6.25 Sq/Ft	<u>312.50</u>
			Parcel Total Charges		<u>312.50</u>
DISTRICT	18-336	KELLY A GITTENS	819 WILSON AV VAN DYCKES CO'S ADDN LOT 10 BLK 14		
10		819 WILSON AV GREEN BAY WI 54303		24.50 Sq Ft @ 6.25 Sq/Ft	<u>153.13</u>
				100.50 Sq Ft @ 6.40 Sq/Ft	<u>643.20</u>
			Parcel Total Charges		<u>796.33</u>

DISTRICT	18-889	DELORES M DOMBROWSKI	703 ETHEL AV PLAT OF COLONIAL VILLAGE LOT 18 BLK 2			
10		703 ETHEL AV GREEN BAY WI 54303-3907			27.50 Sq Ft @ 6.25 Sq/Ft	<u>171.88</u>
			Parcel Total Charges			<u>171.88</u>
DISTRICT	18-926	JEFFREY W & REBECCA R LE BRECK	818 N BUCHANAN ST SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 1 BLK 5			
10		818 N BUCHANAN ST GREEN BAY WI 54303-4059			162.50 Sq Ft @ 6.25 Sq/Ft	<u>1015.63</u>
			Parcel Total Charges			<u>1015.63</u>
DISTRICT	18-933	CAROL L CHRISTENSEN LE	912 N BUCHANAN ST SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 8 BLK 5			
10		912 N BUCHANAN ST GREEN BAY WI 54303-4006			25.00 Sq Ft @ 6.40 Sq/Ft	<u>160.00</u>
			Parcel Total Charges			<u>160.00</u>
DISTRICT	5-1308-1	EMERINE M RONDEAU	1171 BOND ST MILITARY RESERVE THAT PRT O F LOT 185 AS DES IN 342 D 357 BCR			
10		1171 BOND ST GREEN BAY WI 54303-4040			36.00 Sq Ft @ 6.40 Sq/Ft	<u>230.40</u>
					168.00 Sq Ft @ 6.25 Sq/Ft	<u>1050.00</u>
			Parcel Total Charges			<u>1280.40</u>
DISTRICT	5-541	ROBERT P & MARILYN S DONART	233-235 WOODLAWN AV SUBD OF BLKS 4-5-6-7-8 & 9 OF GLENWOOD PLAT N 75 FT OF LOTS 1 & 2 BLK 5			
10		870 DOUSMAN ST GREEN BAY WI 54303-2953			24.50 Sq Ft @ 6.25 Sq/Ft	<u>153.13</u>
			Parcel Total Charges			<u>153.13</u>
DISTRICT	6-82-A- 11	BRUCE BORREMANS	1368 DIVISION ST MILITARY RESERVE PCL "A" IN VOL 1 CSM 243 BNG PRT OF LOT 106			
10		1501 MARGRAVE CT MT PLEASANT WI 53406- 4386			50.00 Sq Ft @ 6.25 Sq/Ft	<u>312.50</u>
			Parcel Total Charges			<u>312.50</u>

DISTRICT 6-2768	SANDRA M ELLISON	1812 ST AGNES DR ROSEWOOD SUBD LOT 14		
11	1812 ST AGNES DR GREEN BAY WI 54304-3034		26.00 Sq Ft @ 6.25 Sq/Ft	<u>162.50</u>
		Parcel Total Charges		<u>162.50</u>
		Project Total 11309		<u><u>36976.60</u></u>

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

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 3-16

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

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

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

ADAMS STREET, both sides, from Main Street to a point 90 feet north of Main Street

CITYDECK COURT, both sides, from its westerly terminus to Washington Street

ADAMS STREET, west side, from a point 45 feet north of Crooks Street to a point 40 feet south of Crooks Street

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING PASSENGER LOADING ONLY zone:

ADAMS STREET, east side, from a point 90 feet north of Main Street to a point 115 feet south of Elm Street

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING 30-MINUTE LOADING ONLY zone:

ELM STREET, south side, from Adams Street to Jefferson Street

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

ADAMS STREET, west side, from Main Street to a point 150 feet north of Main Street

ADAMS STREET, west side, from Elm Street to a point 45 feet south of Elm Street

ADAMS STREET east side, from Main Street to a point 70 feet north of Main Street

ADAMS STREET, east side, from Elm Street to a point 80 feet south of Elm Street

ELM STREET, south side, from Adams Street to a point 55 feet east of Adams Street

CITYDECK COURT, south side, from its west terminus to Washington Street

ADAMS STREET, west side, from a point 45 feet north of Crooks Street to a point 110 feet south of Crooks Street

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended by establishing a NO PARKING 15-MINUTE LOADING ONLY zone:

ADAMS STREET, west side, from a point 150 feet north of Main Street to a point 45 feet south of Elm Street

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING 30-MINUTE LOADING ONLY zones:

ADAMS STREET, east side, from a point 70 feet north of Main Street to a point 150 feet north of Main Street

ADAMS STREET, east side, from a point 180 feet north of Main Street to a point 275 feet north of Main Street

ELM STREET south side, from a point 55 feet east of Adams Street to Jefferson Street

SECTION 7. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following ONE-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

ST. CLAIR STREET, north side, from Roosevelt Street to Baird Street

SECTION 8. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

ST. CLAIR STREET, north side, from Roosevelt Street to Baird Street

SECTION 9. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING zone:

ADAMS STREET, west side, from a point 40 feet south of Crooks Street to a point 80 feet north of Chicago Street

SECTION 10. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING zone:

ADAMS STREET, west side, from a point 110 feet south of Crooks Street to a point 80 feet north of Chicago Street

SECTION 11. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 12. 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. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

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

PLANNING ORDINANCE NO. 1-16

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY TO REVISE THE FUTURE ROAD
PATTERN FOR AN AREA DEVELOPMENT PLAN #112,
GENERALLY LOCATED ALONG SITKA ROAD
(OMA 15-02)**

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by revising the proposed future road pattern for an Area Development Plan #112 generally located north of Sitka Road, as depicted on a map attached hereto, described as tax parcel number 21-50, 21-51, 21-52, and made a part of this ordinance as though fully set forth herein.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

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

ZONING ORDINANCE NO. 2-16

AN ORDINANCE REPEALING ZONING ORDINANCE NO. 11-02 REZONING CERTAIN PROPERTY LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF SOUTH JACKSON STREET AND CHICAGO STREET AS A PLANNED COMMERCIAL OVERLAY DISTRICT (ZP 16-02)

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

SECTION 1. Zoning Ordinance No. 11-02 adopted on July 16, 2002, is repealed.

SECTION 2. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Commercial Overlay District on the following described property.

Part of Parcel 14-649:	The easterly 10 feet of Lot 12, Block 50, Plat of Astor
Parcel 14-648:	The northerly 45 feet of the westerly 100 feet of Lot 11, Block 50, Plat of Astor
Parcel 14-647:	Lot 11, except the northerly 45 feet of the westerly 100 feet, Block 50, Plat of Astor
Parcel 14-646:	Lots 9 and 10, Block 50, Plat of Astor
Parcel 14-639:	The westerly 70 feet of Lots 5, 6, 7, and 8, Block 50, Plat of Astor
Parcel 14-503:	The easterly 81 feet of Lot 8, Block 43, Plat of Astor
Parcel 14-502:	The easterly 85 feet of the southerly 40 feet of Lot 7, Block 43, Plat of Astor

SECTION 3. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Project Scope. This development is to be regulated in the following three units as depicted on Exhibit A:

1. Unit A. The redevelopment of a neighborhood business center consisting of a two-story structure that is proposed to contain approximately 10,500 sq. ft. of Neighborhood Business uses and approximately 4,200 sq. ft. of professional offices.
2. Unit B. Unit B consists of the creation of a passive commercial use as a Farmory
3. Unit C. Unit C consists of the creation of a parking area for employees and customers of the neighborhood business center described as Unit A above.

B. Permitted Uses.

1. Unit A. The only uses which may be established and/or maintained on the subject property are those permitted in Section 13-700, Neighborhood Business and High Density (excluding the residential uses), Green Bay Municipal Code.
2. Unit B.
 - a. Farmory including but not limited to indoor agriculture, education, outdoor storage and small scale retail.
3. Unit C. The only use that may be established and/or maintained on the subject property is the creation of a parking lot containing no less than 15 spaces. This parking area shall contain designated employee parking for the neighborhood business center described as Unit A above.
4. Any and all other uses of the subject property, other than those uses permitted pursuant to the provisions of Section B or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance, Chapter 13, Green Bay Municipal Code, as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.

C. Setbacks. Setbacks shall be established in conformity with the approved site plan (attached Exhibit B). In no case shall setbacks from all public street frontages be less than as follows:

1. Unit A.

- a. Front Yard Setback (West). Front yard setbacks for all buildings shall be no less than 10 feet from the property line.
- b. Rear Yard Setback (East). Rear yard setbacks for all buildings shall be no less than 135 feet from the property line.
- c. Side Yard Setback (North). Side yard setbacks for all buildings shall be no less than 60 feet from the property line.
- d. Corner Side Yard Setback (South). There shall be no setback requirement from the property line.
- e. Parking Lot Setback. Setbacks for all parking areas shall be no less than 6 feet from the property line, except for the west property line abutting Parcel No. 14-649, which shall not require a setback but shall contain fencing as depicted on the approved site plan.

2. Unit B.

- a. Front Yard Setback (South). Front yard setbacks for all buildings shall be no less than 15 feet from the property line.
- b. Rear Yard Setback (North). Rear yard setbacks for all buildings shall be no less than 20 feet from the property line.
- c. Side Yard Setback (East). There shall be no setback requirement from the property line.
- d. Side Yard Setback (West). Side yard setbacks for all buildings shall be no less than 180 feet from the South Jackson Street right-of-way line.
- e. Parking Lot Setback. Setbacks for all parking areas shall be no less than 6 feet from the property line, except for the west property line abutting Parcel No. 14-649, which shall not require a setback but shall contain fencing as depicted on the approved site plan.

3. Unit C.

1. Front Yard Setback (East). Front yard setbacks for all parking or drive aisles shall be no less than 8 feet from the property line.
2. Rear Yard Setback (West). Rear yard setbacks for all parking or drive aisles shall be no less than 8 feet from the property line.
3. Side Yard Setback (North). Side yard setbacks for all parking or drive aisles shall be no less than 7 feet from the property line.
4. Corner Side Yard Setback (South). Corner side yard setbacks for all parking or drive aisles shall be no less than 6 feet from the Chicago Street right-of-way line.

D. Landscaping.

1. Units A and B. Landscaping for Units A and B shall incorporate 6 Arborvitae, 19 Anthony Waterer Spirea, 11 Spirea, 8 Barberry, 8 dogwood, 5 American Linden, 4 Profusion Crab, and grass areas that are established in conformity with the approved landscape plan attached as Exhibit C.
2. Unit C. Landscaping for Unit C shall incorporate 24 Arborvitae, 4 Dogwood, 10 Barberry, and grass areas that are established in conformity with the approved landscape plan attached as Exhibit C.

E. Storm Water Management. A storm water management plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

F. Architecture.

1. Unit A. The redevelopment of the existing commercial building shall include brick replacement and infill to match the existing brick, aluminum storefront windows with applied mullions, clad wood double hung windows, prefinished metal soffit, gutter, downspout and coping, and roof windows that

are in conformity with the approved elevation plans, attached as Exhibits D1-2.

2. Unit B: The redevelopment of the existing armory building will include a residential character; examples may be lapse siding, EFIS columns, store front windows.

G. Parking. Parking shall be provided for guests, residents, employees, and customers of the proposed development as outlined below:

1. Unit A. Parking shall be provided on-site in the amount of 15 spaces and 9 on-street parking for customers of the proposed development and shall be in conformity with the approved site plan attached as Exhibit B.
2. Unit B. 15 parking spaces will be provided.
3. Unit C. A minimum of 15 parking spaces shall be provided in Unit C and shall contain designated employee parking for the neighborhood business center described as Unit A above.
4. All parking areas are to be paved bituminous or concrete.
5. Handicapped parking spaces shall be made available as outlined in the Wisconsin Handicapped Parking Requirements (ADAAG 4.1.2).

H. Access and Circulation.

1. Units A and B. Vehicular access and circulation shall be in substantial conformity with the approved site plan (attached Exhibit B). One access to the internal drive system and parking area shall be established off South Jackson Street, and one access to the internal drive system and parking area shall be established off Chicago Street. Each entrance shall be a minimum of 16 feet wide at the property line and the drive aisles shall be a minimum of 24 feet in width.
2. Unit C. Vehicular access and circulation shall be in substantial conformity with the approved site plan (attached Exhibit B). One access to the internal drive system and parking area shall be established off South Jackson Street. The entrance shall be a minimum of 16 feet wide at the

property line and the drive aisle shall be a minimum of 26 feet in width.

I. Landscaping and Parking Maintenance. All maintenance and upkeep of landscaping, internal drives, stormwater management and parking areas within the PCD are the sole responsibilities of the developer.

J. Signage.

1. Unit A. Signage for business center shall be regulated as outlined below:

a. Business Center Identification Sign. One business center identification sign shall be permitted on the west facade within the historical sign area as depicted on the approved elevation plans attached as Exhibit D1-2. This sign shall be wall mounted and depict only the name and logo of the business center.

b. Projecting Signs. One projecting sign that is no greater than 4 feet wide by 4 feet tall (16 sq. ft.) shall be permitted per tenant. The bottom of the sign shall be mounted no less than 9 feet from finished first floor grade. The sign shall be made of wood or a wood-type product and shall be externally lit with decorative fixtures.

c. Wall Signs. One wall sign comprised of individual 3-dimensional letters no taller than 1 foot high shall be permitted per tenant. The sign shall be of a single color and shall be externally lit with decorative fixtures. Total wall signage shall not exceed 10% of the total facade area, excluding windows, doors and other architectural features.

d. All other signage incidental to the use of the property, such as directional and noncommercial informational signage.

2. Unit B. Signage for the Farmory shall be regulated as outlined below.

1. Wall sign. One wall identification sign shall be permitted on the south and west facades. The sign is limited to a maximum of 32 sq. ft.

2. All other signage incidental to the use of the property, such as directional and noncommercial informational

signage.

3. Unit C. Parking lot signage shall be limited to directional and noncommercial informational signage only.

- K. Refuse & Mechanicals. All refuse areas shall be enclosed with a cedar board-on-board or masonry fences, impervious to sight, which complement and are architecturally compatible with the primary structures. Mechanicals shall be hidden from public view.

- L. Lighting. Site lighting for the development shall be limited to ground mounted pole lighting and building mounted lighting as follows:
 1. Parking lot lighting shall not exceed 15 feet from ground level and may be used in either a single or twin format. Parking lot lighting shall be of the same style/family as the building mounted lighting

 2. Building mounted lighting shall occur as part of the overall design concept and be of the same style/family as the parking lot lighting.

SECTION 4. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 5. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 7. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 8. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of

Green Bay that all provisions of this ordinance are separable.

SECTION 9. This rezoning shall be subject to the following conditions:

- a. The developer shall acquire the two parcels located at 438 and 446 South Jackson Street (Parcel Nos. 14-502 and 14-503).
- b. The on-street parking spaces must receive approval of the Improvement & Service Committee.
- c. All proposed fencing must be no greater than 6 feet in height.
- d. The fencing of the parking lot located at the northwest corner of the intersection of Chicago Street and Jackson Street must be moved to the outside property line.
- e. The landscaping must be removed from the vision triangle at the northwest corner of the intersection of Chicago Street and Jackson Street.
- f. Any aspects of this development not covered in this ordinance shall meet the regulations of the Green Bay Municipal Code.

SECTION 10. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code; the conditions listed in Section 9 above have been met as determined by the City of Green Bay Planning Department; 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. Wiezbiskie to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

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

ZONING ORDINANCE NO. 3-16

**AN ORDINANCE
REZONING 1857 SHAWANO AVENUE
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 16-05)**

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District to Highway Commercial (C2) District:

1857 Shawano Avenue: PC #1 WSRF THAT PRT OF PC # 1W DES IN 656
R 514 & EX NLY 10 FT THEREOF & EX PCL 1 IN 4 CSM 209 & ALSO LOTS 1
& 2 WEST ACRES SUBD BLK 1 (Parcel No. 6-258-A-4)

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. Thomas DeWane, seconded by Ald. Danzinger to hold the ordinance until the next meeting. Motion carried.

ORDINANCES - THIRD READING

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

GENERAL ORDINANCE NO. 1-16

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zone:

HENRY STREET, east side, from a point 200 feet south of
Morrow Street to Brook Street

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zone:

HENRY STREET, east side, from a point 280 feet south of
Morrow Street to Brook 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 15th day of February, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

GENERAL ORDINANCE NO. 2-16

**AN ORDINANCE
AMENDING SECTION 29.211,
GREEN BAY MUNICIPAL CODE,
RELATING TO PENALTIES FOR
PARKING VIOLATIONS**

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

SECTION 1. Section 29.211 (1) (d), Green Bay Municipal Code, is hereby amended as follows:

29.211 PENALTIES FOR PARKING VIOLATIONS. A violation of the parking provisions in this chapter shall result in the following forfeitures and be subject to the following procedures:

(1) Payment or Contest within Five Days. If payment or notice to contest is provided to the Parking Division within five calendar days after the violation, the penalty shall be:

(d) ~~Sixty dollars (\$60)~~ **One Hundred Dollars (\$100)** for a violation of Sec. 29.205, Green Bay Municipal Code (Class "D" Parking Violations).

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 15th day of February, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

ZONING ORDINANCE NO. 1-16

AN ORDINANCE REZONING PROPERTY LOCATED AT 2607 NICOLET DRIVE AND PARCEL NO. 22-176-1 FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT TO GENERAL COMMERCIAL (C1) DISTRICT AND 2603, 2611, AND 2615 NICOLET DRIVE FROM GENERAL COMMERCIAL (C1) DISTRICT TO LOW DENSITY RESIDENTIAL (R1) DISTRICT (ZP 13-41)

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

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from Low Density Residential (R1) District to General Commercial (C1) District:

2607 Nicolet Drive, Tax Parcel No. 21-176-2: PRT GOVT LOT 2 S23 T24N R21 E COM INSECTN S LINE & WLY LINE BAY SHORE ROAD N 23 DE G 25 MIN 15 SEC E 43 FT TO BEG CONT NELY 147.9 FT N 65 DEG 55 MIN 14 SEC W 282.9 FT S 41 DEG 21 MIN 40 SEC W 151.2 FT S 65 DEG 15 MIN E 330.1 FT TO BEG

Tax Parcel No. 21-176-1: THAT PRT GOVT LOT 2 S23 T24 N R21E COM 33 FT NELY OF INSECTN OF S LINE WITH WLY LINE OF BAY SHORE ROAD NELY ALG ROAD 10 FT NWLY TO BAY SHORE SWLY ALG SHORE 10 FT SELY TO BEG

SECTION 2. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District to Low Density Residential (R1) District:

2603 Nicolet Drive, Tax Parcel No. 22-175: PRT GOVT LOT 2 S23 T24N R21 E COM 16 ½ FT NELY INT S LINE & WLY LINE RD NELY ALG RD 16 ½ FT NWLY TO SHORE TO PT 229 FT NLY OF S LINE SWLY ALG SHORE 119 FT SELY TO BEG

2611 Nicolet Drive, Tax Parcel No. 22-176: PRT OF GOVT LOT 2 S23
T24N R21E BNG 60 FT ALG W LINE BAY SHORE ROAD & DES IN 25
LC 475

2615 Nicolet Drive, Tax Parcel No. 22-170-17: LOT 3 OF 8 CSM 57 BNG
PRT OF GOV LOT 2 SEC 23 T 24 N R 21 E

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

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

Dated at Green Bay, Wisconsin, this 15th day of February, 2016.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

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

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

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to adjourn at 7:50 P.M.
Motion carried.

Kris A. Teske
Green Bay City Clerk