# MINUTES OF THE COMMON COUNCIL

## MONDAY, MARCH 16, 2015, 7:00 P.M.
## COUNCIL CHAMBERS
## ROOM 203, CITY HALL

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney James Mueller. 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. Thomas DeWane, seconded by Ald. Scannell to approve the minutes of the March 3, 2015, meeting. Motion carried.

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

### REPORT BY THE MAYOR

The next Common Council meeting will be on Wednesday, April 8, due to the Spring Election on April 7.

## PRESENTATIONS

Lucas Giese was presented the Individual Community Youth Leadership Award for 2014.

The Mayor read a proclamation declaring March as Colon Cancer Awareness Month. Tom Shefchik, Senior Representative of Community Engagement at the American Cancer Society was present.

## PETITIONS & COMMUNICATIONS

### FINANCE COMMITTEE

Request by Ald. Sladek to discuss, with possible action, the service agreement between the City and the Oneida Tribe.

### IMPROVEMENT & SERVICE COMMITTEE

Applications for Concrete Sidewalk Builder's Licenses by the following:
A. In the Countryside Concrete LLC
B. E. Weise Contractors

### PERSONNEL COMMITTEE

Request by Ald. Nicholson to review all 2014 police calls in the City involving transports for the Department of Corrections/State Building location with possible action.

Request by Ald. Nicholson for a list of all locations of cameras controlled or monitored by the Green Bay Police Department within the City limits, followed by a brief explanation for each location.

### ETHICS COMMITTEE & PERSONNEL COMMITTEE

Request by Ald. Tim DeWane to review the Mayor's conduct when contacting commission, committee, and authority members before, during, and after meetings and to not intimidate or bully the members on how they vote or voted.

### PUBLIC WORKS

Request by Ald. Zima that the City place signage on Highway 54 as it enters Green Bay from the east designating the City entrance, population, etc.

TRAFFIC COMMISSION

Request by Ald. Steuer to perform a study on the West Side Trail at the crossings at Bond, Military, and Shawano as to possible safety lights and features to ensure pedestrian safety.

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 GREEN BAY REDEVELOPMENT AUTHORITY March 16, 2015

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

1. To approve the First Amendment to the Development Agreement for Hotel Northland (copy attached).

2. To approve the Development Agreement with SBH-Green Bay, LLC for the Strategic Behavioral Health project subject to legal and technical changes (copy attached).

3. The Redevelopment Authority recommends approval of the 2015-2019 Five Year Consolidated Plan and the 2015 Annual Action Plan. The Five Year Consolidated Plan and Annual Action Plan guide the use of the federally funded Community Development Block Grant (CDBG) Funds and HOME Investment Partnership (HOME) Funds for the City of Green Bay. The 2015-2019 Consolidated Plan and 2015 Annual Action Plan initiatives include: maintain/support/enhance affordable housing, support public services, support economic development, create physical improvements, and affirmatively further fair housing.

   The Redevelopment Authority completed its review of the 2015-2019 Consolidated Plan and the 2015 Annual Action Plan plus budget for use of the 2015 fiscal year CDBG and HOME funds. The Redevelopment Authority recommends that the Council approve the Plans plus budget (on file in the City Clerk's Office and available on the City website under Community Services).

   2015 CDBG and HOME funding amounts were released by the U.S. Department of Housing and Urban Development Office in Milwaukee with a $935,152 CDBG and $381,082 HOME award.

Upon Council approval of the 2015-2019 Consolidated Plan and the 2015 Annual Action Plan plus budget, the plans will be released for a 30-day public comment period. On April 21, 2015, the Plans will come back to the Council for consideration of any comments received and final adoption. Submission of the Plans to the U.S. Department of Housing and Urban Development will occur after Council final approval. Funds are expected to be released to the City of Green Bay around June 1, 2015.

**FIRST AMENDMENT TO**
**DEVELOPMENT AGREEMENT**
**HOTEL NORTHLAND**

This First Amendment to Development Agreement ("Amendment") is made as of February ___, 2015 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and Hotel Northland, LLC ("Developer").

RECITALS:

A. The RDA, City and Frantz Community Investors ("Frantz") entered into a Development Agreement ("Development Agreement") dated _____, 2014.

B. Frantz has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to an Assignment of Development Agreement dated as of the date of this Amendment.

C. The RDA, City and Developer desire to amend the Development Agreement as set forth in this Amendment.

AGREEMENTS:

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

1. Assignment. The RDA and City hereby consent to the Assignment of the Development Agreement to Developer by Frantz.

2. City/RDA Commitments. The phrase "$25-$35" in Section I of the Development Agreement is deleted and the phrase "$40,000,000 to $50,000,000" is hereby inserted in its place. Notwithstanding anything to the contrary in the Development Agreement, all references to "$25-$35 million" in the Development Agreement are deleted and the phrase $40,000,000 to $50,000,000 is inserted in their place.

3. Completion Project. The date "May 21, 2015" in Section I of the Development Agreement is deleted and the date "March 31, 2016" is inserted in its place.

4. Acquisition of Building. Section II.A of the Development Agreement is deleted and the following is inserted in its place:

> A. Developer shall acquire the Hotel Property from the current owner on or before March 31, 2015 ("Acquisition Date").

5. Commencement Date. The phrase "second quarter of 2014" in Section II.B of the Development Agreement is deleted and the phrase "first quarter of 2015" is inserted in its place.

6. Completion Date. The date "May 21, 2015" in Section II.C is deleted and the date "March 31, 2016" is inserted in its place.

7. Management Company. Pursuant to Section II.E of the Development Agreement, Legendary Hospitality, LLC has been selected as the management company.

8. Resale of RDA Property. The last sentence of Section III.A is deleted and the following inserted in its place:

> The Developer may sell the RDA Property to any individual or entity which purchases the Hotel Property.

9. Parking. The term "three" in Section V.A is deleted and the following inserted in its place:

> The CITY will provide up to one hundred and fifty (150) parking spaces within the attached City-owned Pine Street Parking Ramp for hotel guests and employees. This parking arrangement shall commence upon the Hotel's opening and shall be in effect for a period of fifteen (15) consecutive years. Developer shall pay a fixed rate of sixty thousand dollars ($60,000.00) per year to City as consideration for said parking spaces for a period of five (5) years. Upon the commencement of year 6, the Developer shall pay a fixed rate of seventy thousand dollars ($70,000.00) per year for a period of five (5) years. Upon commencement of year 11, the Developer shall pay a fixed rate of eighty thousand ($80,000.00) per year for the remaining period of five (5) years, which shall conclude at the end of year 15. Thereafter, the Parties will re-negotiate in good faith the number of parking spaces and rate, in an amount not to exceed the average daily rate in the Downtown district.

10. TIF. Subsection (i) of Section VI.A is deleted and the following inserted in its place:

> The CITY shall provide a $2,500,000 Project-supported Tax Increment Financing (TIF) grant to the Project, subject to all of the following conditions: (i.) Developer closes on Hotel Property by the acquisition date, and (ii) DEVELOPER secures private loan commitments and alternative financing adequate to complete the Project. The TIF amount shall be known as the Project Grant.

11. Adequate Documentation. Pursuant to the requirements of Section VI of the Development Agreement, the City and RDA acknowledge and agree (i) the Developer has provided adequate documentation of the exhaustion of other funding sources, (ii) the WEDC grant shall be made to the Developer and (iii) they will make the TIF loan to the Developer at the time the Developer closes on the construction loan for the Project.

12. Delivery of Project Budget and Sources & Uses. Notwithstanding anything to the contrary in Section IX of the Development Agreement, any plans and specifications, budgets, proformas and other items to be delivered by Developer to the City/RDA pursuant to Section IX of the Development Agreement shall be delivered on or before March 31, 2015.

13. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is in full force and effect.

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

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

[SIGNATURE PAGE FOLLOWS]

**Redevelopment Authority of the City of Green Bay**

By: _____
Its: _____

Attest: _____
Its: _____

**City of Green Bay**

_____
James J. Schmitt, Mayor

Attest: _____
Its: _____

**Hotel Northland, LLC**

By: KPH NORTHLAND HOTEL LLC, Member

By: _____
Keith Harenda, Manager

By: FRANTZ COMMUNITY INVESTORS L.L.C., Member

By: _____
Michael D. Frantz, Manager

**DEVELOPMENT AGREEMENT**

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2015, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **SBH-Green Bay, LLC,** a Delaware limited liability company (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the DEVELOPER desires to acquire property owned by the CITY located at 1350 Einstein Way and 1351 Ontario Road (Tax Parcels 21-181-2 and 21-181-3) in the I-43 Business Park, legally described on the attached Exhibit "A" hereto, totaling approximately 10.3 acres (hereinafter the "Property"); and

WHEREAS, the DEVELOPER desires to construct a taxable one-story inpatient psychiatric hospital totaling approximately 52,250 square feet and housing approximately 72 beds ("the Project") to serve the needs of the Green Bay community; and

WHEREAS, but for funding sources from the RDA and CITY, the development at the Property would not be feasible;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER shall acquire the Property. The DEVELOPER shall construct the Project on the Property. The Project shall have approximately 72 beds totaling approximately 52,250 square feet. The total development costs of the Project and acquisition of the Property shall not be an amount less than $10,000,000.00. DEVELOPER shall also comply with the following requirements for this Project:

The DEVELOPER, CITY and RDA shall comply with the following requirements for the Project:

A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than October 1, 2015, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by June 1, 2017, (the "Completion Date") in accordance with site and building plans as approved by the CITY, which approvals shall not be unreasonably withheld, conditioned or delayed.

C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.

D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or DEVELOPER may at any time propose modifications to the 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.

F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

A. The CITY shall convey to the DEVELOPER the Property for Four Hundred Ninety-Four Thousand and Four Hundred Dollars and No Cents ($494,400.00), in accordance with the terms and conditions of the Purchase Agreement entered into by the PARTIES and attached hereto as Exhibit "C", after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by warranty deed.

B. The CITY and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the CITY and DEVELOPER's reasonable satisfaction:

1. Environmental assessment and clean up. The CITY or its agents and assigns have not deposited any contaminants on the Project Site.

2. Title insurance and, if applicable, ALTA survey review to be paid by the CITY.

C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the DEVELOPER shall convey the Property back to the CITY upon written request of the CITY and repayment by the CITY of the full Purchase Price back to the DEVELOPER, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any

other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the DEVELOPER's default.

In addition, any conveyance of the Property back to the CITY as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the CITY taking action to require conveyance of the Property back to the CITY as described above, the CITY shall first provide the mortgagee (as identified by the DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the obligation to convey the Property back to the CITY shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER (other than the Purchase Price) shall be forfeited and retained by the CITY. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the CITY at no cost to the CITY through a quit-claim deed. In the event that the CITY must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the CITY for all costs associated with such action, including reasonable attorneys' fees and costs.

D. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner.

III. EASEMENTS, COVENANTS AND LICENSES.

A. The CITY and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary by the PARTIES. The easements shall run with the land and benefit all subsequent owners of both sides of the Property.

B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable by the PARTIES to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

IV. FINANCING

A. Conditioned on completion of the Project and the DEVELOPER spending approximately Ten Million dollars ($10,000,000.00), the RDA shall contribute no more than One Million dollars ($1,000,000.00) of Tax Incremental Financing (TIF) assistance to the DEVELOPER. The TIF assistance shall be structured as a yearend pay-go disbursement and paid out over a term of five (5) years from January 1st in the year following the completion of the Project. This reimbursement shall be known as the Annual TIF

Payment.

B. The Annual TIF Payment shall be calculated by subtracting the real property taxes paid on the base tax value, from the actual realized real property taxes on an annual basis for the Property. The real property taxes paid on the base tax value shall be Six Thousand Nine Hundred dollars ($6,900.00). Real property taxes do not include any lawful special assessments, special charges, personal property or other charges that may appear on the annual tax bill.

C. The Annual TIF Payment shall not exceed Two Hundred Thousand dollars ($200,000.00) annually. The Annual TIF payment shall be paid to DEVELOPER within thirty (30) days following DEVELOPER's notice to RDA/CITY that the annual real estate tax bill has been paid in full for the Project Site.

D. If the DEVELOPER transfers the Property/Project to an unaffiliated party or a tax-exempt party prior to conclusion of the five (5) year pay-go TIF assistance term, the RDA and CITY shall have no obligation to provide the Annual TIF Payment outlined in subsection A through C to the successor party.

E. If the DEVELOPER transfers the Property/Project to a non-profit entity or other tax exempt entity, the DEVELOPER shall remit a transfer penalty to the CITY. The transfer penalty shall be calculated as a percentage of the value of the total Annual TIF Payments made to the DEVELOPER as of the date of transfer. The transfer year shall be calculated from the execution date of this Agreement with year 0 being the year of execution of this Agreement. The transfer penalty is outlined below:

| Transfer Year | Transfer Penalty as Percentage of TIF Distributions |
|---|---|
| 0-10 | 50% |
| 11-15 | 25% |
| 16-20 | 15% |
| After Year 20 | No penalty |

Upon written demand by CITY, the transfer penalty shall be paid to CITY within thirty (30) days. Payment shall be made in such form as indicated in the written notice from CITY.

Notwithstanding the foregoing, the transfer penalty shall not be payable to the extent the transferee of the Property/Project agrees not to exempt the Property/Project from real estate taxes or enters into a payment in lieu of taxes agreement with the CITY that provides for payments in approximately the same amount as real estate taxes.

V. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

A. Prior to the Completion Date, the DEVELOPER may assign all rights and obligations under this Agreement only to a controlled and affiliated company to (i) own, manage and operate the Property, (ii) any financial institution providing financing in connection with the Property, or (iii) any entity acquiring all or substantially all of the assets of the DEVELOPER and its parent and affiliated entities. Except for the foregoing, no assignment of the DEVELOPER's rights and obligations under this Agreement to an unaffiliated party may occur without the CITY's and RDA's written consent from the

date this Agreement is executed to the Completion Date. In the event assignment occurs without RDA and CITY approval, the RDA/CITY may request or institute legal action based upon a breach of this Agreement. The RDA's or CITY's consent shall not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the RDA and CITY shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the DEVELOPER's obligations under this Agreement.

After the Completion Date, but subject to the DEVELOPER's obligation to pay the transfer penalty set forth above, if applicable, the DEVELOPER shall have the absolute right to transfer the entirety of its right, title, and interest in and to the Project together with all rights and obligations of this Agreement without RDA's or CITY's consent.

B. All requests requiring the CITY/RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

C. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA/CITY promptly of such occurrence.

D. Prior to Property transfer to the DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract for the Project.

E. At any time during the implementation of the Project, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. 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 Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

F. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than September 1, 2015. 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 Project as to structural, mechanical and electrical systems, materials and other such essentials as may be reasonably 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 Plans, such approval may not unreasonably be withheld. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

G. The DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.

H. During the period prior to the date of commencement of construction of the Project, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction of the Project by the DEVELOPER, the DEVELOPER shall file with the RDA quarterly summary progress reports during the course of construction of the Project.

I. All documents shall be submitted in triplicate.

J. The DEVELOPER agrees, not to discriminate on the basis of race, color, religion, sex or national origin in the performance of work under this Agreement and in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation.

K. Prior to commencing construction of the Project, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA/CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, the DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least $2,000,000.00, and property damage coverage of at least $1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VI. ENVIRONMENTAL

A. The RDA and/or CITY shall make available to the DEVELOPER all known environmental reports and activity upon the Property. If site remediation is required, the the CITY/RDA will work cooperatively with the DEVELOPER to off-set any extraordinary site clean-up costs; however, the CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.

B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, 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 or substances as defined under

Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (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, under this Agreement.

As used herein, the term "hazardous materials or substances" 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.

VII. MUTUAL RIGHTS OF ACCESS.

A. Prior to closing on the Property, the CITY shall permit representatives of the DEVELOPER to have access to any part of the Property to at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. The CITY will use reasonable efforts to work with the DEVELOPER for parking accommodations for parties of the DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.

B. After closing on the Property, the DEVELOPER shall permit representatives of the CITY and RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction. Any such access shall require general contractor presence and approval. In addition, all access must be in strict adherence to work site safety guidelines.

C. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VIII. OTHER RIGHTS AND REMEDIES.

A. The DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold the CITY and RDA and their 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) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of the DEVELOPER to the CITY or RDA under this Agreement.

The CITY and RDA, jointly and severally, shall be responsible for, indemnify, pay on behalf of, defend and hold the DEVELOPER and its 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) arising from the breach of any warranty, covenant or representation of the CITY and/or RDA to the DEVELOPER, or any other obligation of the CITY and/or RDA to the DEVELOPER under this Agreement.

B. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to cure or remedy such default or breach, and, in any event, such default or breach shall be cured or remedied within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such sixty (60) day period in which case said defaulting party shall commence such cure within such sixty (60) day period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES. Accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES exist outside of this Agreement.

C. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); 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.

D. 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 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. No waiver made by any such party with

respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

E. No official or employee of the RDA/CITY 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 which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

G. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.

H. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

I. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.

J. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: SBH-Green Bay, LLC
Attention: Mike Garone, Director of Development

8295 Tournament Drive, Suite 201
Memphis, TN 38125

SBH-Green Bay, LLC
Attn: Jim Shaheen, President
8295 Tournament Drive, Suite 201
Memphis, TN 38125

Stellpflug Law
Attn: Mark Bartels, Attorney
444 Reid Street, Suite 200
De Pere, WI 54115

To RDA: Redevelopment Authority
of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To CITY: City of Green Bay
Attention: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

L. Any provision in this Agreement which has not been fully performed prior to transfer of possession of the Property shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession of the Property and be in force and effect until performed.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest: **Redevelopment Authority of the City of Green Bay**

_____
Harry Maier, Chairman

_____
Kimberly Flom, Executive Director

Attest: **City of Green Bay**

_____
James J. Schmitt, Mayor

_____
Kris Teske, Clerk

Attest: **SBH-Green Bay, LLC**

_____
Print Name and Title: Jim Shaheen, President

**EXHIBIT A**
**LEGAL DESCRIPTION**

Lots 1 and 2, Volume 58, Certified Survey Maps, Page 186, Map No. 8323, Document No. 2630866, being part of Lot 1, Volume 51, Certified Survey Maps, Page 160, Map No. 7494, Document No. 2255416, Brown County Records, being part of the Southwest 1/4 of the Southwest 1/4, Section 11, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Tax Parcels 21-181-2 and 21-181-3

**EXHIBIT B**
**CONCEPT PLAN**

**EXHIBIT C**

**PURCHASE AGREEMENT**

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to adopt the report with the exception of Item #2. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #2.
Moved by Ald. Wery, seconded by Ald. Thomas DeWane to suspend the rules to allow interested parties to speak. Motion carried.
George Kerwin, 930 Hickory Avenue, DePere, CEO of Bellin Health, spoke against the agreement.
A Brown County Department of Health Officer talked about Brown County's view on this issue, quoting from the Press-Gazette.
Mike Garone, Director of Development, SBH-Green Bay, LLC, spoke in favor of Item #2.
Dr. Matt Hunsaker, Dean for MCW-Green Bay, stated that he is neutral on the subject.
Bob Johnson, Executive Director of American Foundation of Counseling Services, Inc., spoke in favor of Bellin.
Jim Sanderson, 417 Cambridge, who works for Bellin and is against the development, talked about the Mayor's statements in the Press-Gazette about how the Council should vote.
Sheryl Droge, 914 Gallagher, who works at Golden Living Village Gardens, read a letter from the staff. She is in favor of the development.
Barbara Brebner, 228 Erie Road, spoke against the development.
Mike Garone spoke again.
Moved by Ald. Steuer, seconded by Ald. Wiezbiskie to return to the regular order of business. Motion carried.
Moved by Ald. Thomas DeWane, seconded by Ald. Wery to hold Item #2 for two weeks.
Moved by Ald. Zima, seconded by Ald. Scannell to suspend the rules to allow interested parties to speak. Motion carried.
Mike Garone stated that he wasn't sure on whether they would talk to other municipalities if this was held up for two weeks.
Moved by Ald. Moore, seconded by Ald. Tim DeWane to return to the regular order of business. Motion carried.
A vote was then taken on the motion to hold Item #2 for two weeks.
*Roll call*: Ayes: Thomas DeWane, Nicholson, Tim DeWane, Wery, Zima, Steuer, Danzinger, Sladek. Noes: Wiezbiskie, Nennig, Moore, Scannell. Motion carried.

## REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING
## March 16, 2015

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

1. No recommendation regarding the approval of an offer to purchase from Strategic Behavioral Health, LLC (SBH) of parcel 21-181-2 for approximately 10.3 acres of land between Ontario Road and Einstein Way in the I-43 Business

Park. SBH will purchase this property from the City of Green Bay for $494,400. (2-2 vote)

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to hold the report for two weeks or until April 8. Motion carried.

## Report of the Green Bay Plan Commission
## March 16, 2015

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

1. To refer the request for a Conditional Use Permit (CUP) for a proposed U-Haul Moving & Storage Store at 2201 Main Street to include self-service storage and retail uses within the Light Industrial (LI) District, back to Planning staff to work with the applicant on potential conditions of approval.

2. To amend an approved Conditional Use Permit (CUP) to authorize a larger monument sign in a Low Density Residential (R1) District located at 653 and 655 Woodside Road, subject to the standards found in Chapter 13-2007(c).

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

# REPORT OF THE ADVISORY COMMITTEE
# March 16, 2015

The members of the Advisory Committee, having met on Thursday, March 12, 2015, considered all matters on its agenda and wish to report and recommend the following:

1. To deny request by Ald. Zima, on behalf of himself and the residents of Green Bay, that the voice messages of Mayor James Schmitt be removed from the city phone system while persons are on hold when waiting for service from City departments.

2. To refer back to staff in order to work with the developer of Grandview to create 2 new plans for a total of 3 plans. One plan should be existing plan, one plan should show no apartments and one plan should be a compromise between the current plan and no apartments.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the report with the exception of Item #2. Motion carried.
Moved by Ald. Zima, seconded by Ald. Scannell to adopt Item #2.
Moved by Ald. Zima, seconded by Ald. Wiezbiskie to refer Item #2 back.
Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to suspend the rules to allow interested parties to speak. Motion carried.
John Bunker, 3184 Morning Woods Court, spoke on the new plan.
Bill Meindl, 125 W. Mission Road, wanted John Bunker to answer if he could wait another three weeks because he was interrupted.
Debbie Cesar, 365 S. Grandview Road, thought there would be more reduction in multi-family.
The following people spoke against the plan:
Martha Gorzlancyk, 3722 Catalina Drive, a resident for 35 years.
Shirley Triest-Robertson, 450 Erie Road, a resident for 33 years.
Dennis Golueke, 375 S. Grandview Road, a resident for over 20 years.
Jim and Jackie Grzeca, 3667 Finger Road.
James Gorzlancyk, 3722 Catalina Drive.
The following people spoke in favor of the plan:
Gerald Boucher, 1309 Erie Road.
Michael Aulik, 2438 Wilder Street.
Jeff Bunker, 2673 West Point Road.
Pat Kaster, 1317 Lombardi Access, Realtor with River City Realtors.
Tina Bunker, 825 S. Huron Road, #G.
Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to return to the regular order of business. Motion carried.
Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to receive Item #2 and place it on file.
Moved by Ald. Zima, seconded by Ald. Wiezbiskie to refer Item #2 back
*Roll call*: Ayes: Wiezbiskie, Zima, Sladek. Noes: Thomas DeWane, Nicholson, Tim DeWane, Nennig, Moore, Scannell, Wery, Steuer, Danzinger. Motion failed.
A vote was then taken on the motion to receive Item #2 and place it on file.
*Roll call*: Ayes: Thomas DeWane, Nicholson, Tim DeWane, Moore, Scannell, Wery, Steuer, Danzinger, Sladek. Noes: Wiezbiskie, Nennig, Zima. Motion carried.

## REPORT OF THE FINANCE COMMITTEE

## MARCH 16, 2015

The Finance Committee, having met on Monday, March 9, 2015 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the requested resolution presented by the Safety Manager for continuation of the City being self-insured for its workers compensation fund.

2. To direct staff to pursue entering into an amendment with Packerland Veterinary Clinic to the City's Animal Service Contract.

3. To approve the request to award the purchase of one washer and two dryers, commercial grade, to Belson Company for $20,724 for laundering Fire Department turnout gear.

4. To receive and place on file the request by Ald. Wery for documentation presented for "approval and purchase" of the Clarion Hotel, showing when public debate and vote were held and the purchase price.

5. To receive and place on file the request by Ald. Andy Nicholson the information provided by Director Grenier on the historical and environmental information on the property located on the southwest corner of University and Irwin Avenues (P# 8-227, address 627 N. Irwin).

6. To refer back to staff the request by Ald. Tom DeWane for a financial update on the Watermark with a complete narrative of chronological records of all financial transactions and for it to include debt that was abandoned by the developers, guaranties in place for the property, taxes outstanding, City money that was put toward tenant improvements for CH Robinson and the number of vacant square feet of commercial space located within TIF boundaries.

Moved by Ald. Thomas DeWane, seconded by Ald. Wery to adopt the report with the exception of Items #2 and #6. Motion carried.
Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #2. Motion carried.
Moved by Ald. Thomas DeWane, seconded by Ald. Steuer to adopt Item #6. Motion carried.

## REPORT OF THE
## IMPROVEMENT AND SERVICE COMMITTEE
## March 16, 2015

The Improvement and Service Committee, having met on March 11, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To deny the request by Cathy Detrie (1490 Capitol Drive) for extended on-street overnight parking exemptions.

2. To approve the request by Ald. Wiezbiskie, on behalf of a constituent, to develop a City ordinance with reference to bill posting, i.e. affixing, distributing, posting handbills.

3. To approve the 2014 Annual Storm Water Report and authorize the Director of Public Works to sign and submit the report to Wisconsin Department of Natural Resources.

4. To approve the McMahon contract amendment for 2015 storm water facility vegetation maintenance in the amount of $54,890.00.

5. To approve the NES, A Division of Robert E. Lee & Associates contract amendment for 2015 storm water facility vegetation maintenance in the amount of $43,050.

6. To approve the purchase of "Storm Drain Marker" supplies from ACP international out of the Storm Water Utility Budget in the amount of $2,405.00.

7. To approve the report of the Purchasing Manager:

   A. To contract for 2015 City-wide Sewer Televising with Green Bay Pipe & TV LLC for $161,920, plus renewal options for 2016 & 2017 at the same rate.

   B. To contract for 2015 Sanitary Sewer Basin Televising with Northern Pipe Equipment for $309,649.

   C. To purchase a flatbed truck body with electric crane from Olson Trailer & Body for $20,273.

   D. To purchase annual street maintenance consumables as needed for 2015 from contracted vendors as noted below, for the approximate amount of $181,400, the budgeted amount for these line items, and pre-approval to purchase these annual commodities in 2016-2019, from contracted vendors TBD, for amounts not to exceed the budgeted line item amounts for these items each year.

8. To approve the request by Orde Sign & Graphics (contractor) on behalf of David & Lisa Bartikosky (owner) and Luke Russell (Tenant) to allow signs within the street and alley rights-of-way adjacent to 159 N Broadway 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.

9. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:

   A. Jim Fischer, Inc.
   B. Holtger Bros., Inc.
   C. Martell Construction, Inc.
   D. Delrar, Inc.

E. Baeten Concrete, LLC.
F. Howard Immel, Inc.
G. Stone Artifex

10. To approve the applications for Tree & Brush Trimmer Licenses by the following:

A. Beaver Tree Specialists
B. Big Boy's Landscape & Snow Services
C. Yesterday's Trees
D. Asplundh Tree Expert Co

11. To order in asphalt resurfacing improvements and levy special assessments on the following streets:

ADMIRAL COURT - Fisk Street to cul-de-sac east
ARGONNE DRIVE - Ninth Street to Biemeret Street
ARGONNE DRIVE - Biemeret Street to Kennedy Drive
ARGONNE DRIVE - Kennedy Drive to cul-de-sac south
DIVISION STREET- Platten Street to Fisk Street
FRANZ AVENUE - Main Street to west end
KENNEDY COURT - Kennedy Drive to cul-de-sac south
KENNEDY DRIVE - 230' W of Careful Court to Wiesner Street
LANGLADE AVENUE - Briquelet Street to Military Avenue
MT CAROL DRIVE - St Charles Drive to Mt Mary Drive
MT MARY DRIVE - Humboldt Road to St Anthony Drive
ST ANTHONY DRIVE - 230' E of Mt Mary Drive to Curry Lane
VAN OSS COURT - Kennedy Drive to cul-de-sac south

Moved by Ald. Wery, seconded by Ald. Steuer to adopt the report with the exception of Item #11. Motion carried.
Moved by Ald. Wery, seconded by Ald. Nennig to adopt Item #11. Motion carried with Ald. Moore abstaining on the acceptance of Admiral Court.

## PROTECTION & WELFARE COMMITTEE REPORT
## MARCH 16, 2015

The Protection & Welfare Committee, having met on Monday, March 9, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the request by the owners of Pearly Gates, 3551 Finger Road, to hold an outdoor event on July 11 and to allow music until midnight. The approval of the request is subject to complaint.

2. To approve the notice of the change of agent for El Patron Entertainment, LLC at 1464 University Avenue.

3. To deny the appeal by William Daniels III to the denial of his Public Vehicle Operator License application.

4. To deny the appeal by Timothy Lafferty Jr. to the denial of his Operator License application.

5. To refer to staff the request by Ald. Tim DeWane to review and discuss the noise ordinance as it relates to snow removal, to amend Ordinance 27.203 exempting snow removal for day and nighttime hours to 6:00 a.m.

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

## RECEIVE & PLACE ON FILE

Municipal Court Report for February, 2015.

Building Permit Report for February, 2015.

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

## RESOLUTIONS

Moved by Ald. Wiezbiskie, seconded by Ald. Nennig to suspend the rules for the purpose of acting on Resolutions #9 and #10 with one vote. Motion carried.

# RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT BETWEEN SBH-GREEN BAY, LLC, REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, AND THE CITY OF GREEN BAY FOR PARCEL NUMBERS 21-181-2 AND 21-181-3 LOCATED IN THE I-43 BUSINESS CENTER

## March 16, 2015

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

WHEREAS, the Common Council has created Tax Incremental Financing District No. 12 (District) and adopted a project plan for the District; and

WHEREAS, SBH-Green Bay, LLC, has proposed development of property located within the District which complies with the project plan for the District previously adopted by the Redevelopment Authority and Common Council; and

WHEREAS, the Redevelopment Authority has approved the development agreement for the SBH-Green Bay, LLC, project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the Development Agreement subject to technical legal adjustments to the agreement as may be deemed necessary by the parties' counsel; and

BE IT FURTHER RESOLVED that the Redevelopment Authority is authorized to take all actions necessary to carry out obligations of the Development Agreement.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

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

## RESOLUTION AUTHORIZING SALE OF PROPERTY LOCATED IN THE I-43 BUSINESS CENTER (SBH-Green Bay, LLC)

## March 16, 2015

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

That the Mayor and Clerk are hereby authorized to execute all necessary documents between the City and SBH-Green Bay, LLC (or a subsequent proposed grantee) for the sale of Parcel No. 21-181-2 (located on Einstein Way) and Parcel No. 21-181-3 (located on Ontario Road) in the I-43 Business Center at a sale price of $494,400.00.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

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

Moved by Ald. Zima, seconded by Ald. Scannell to suspend the rules for the purpose of adopting the remaining resolutions. Motion carried.

## RESOLUTION AMENDING THE CONDITIONAL-USE APPROVAL AT 653 AND 655 WOODSIDE ROAD (ZP 15-06)

## March 16, 2015

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

That, pursuant to Zoning Petition 15-06 and the recommendation of the Plan Commission on March 9, 2015, the City of Green Bay amends the conditional-use permit adopted on February 3, 1998, to allow for a larger monument sign in a Low Density Residential (R1) District located on the following described property at 653 and 655

Woodside Road:

LOT 1 OF 37 CSM 121 BNG PRT OF SW1/4 NE1/4
SEC 35 T24N R21E (Tax Parcel Number 21-365-1)

Said amended conditional-use permit shall be subject to the standards found in Chapter 13-2007(c), Green Bay Municipal Code.

Adopted March 16, 2015

Approved March 17, 2015

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 APPROVING AIR RIGHTS EASEMENT AT 159 N BROADWAY RIGHT-OF WAY March 16, 2015

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

To approve the request by Orde Sign & Graphics (contractor) on behalf of David & Lisa Bartikosky (owner) and Luke Russell (Tenant) to allow signs within the street and alley rights-of-way adjacent to 159 N Broadway 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 March 16, 2015

Approved March 17, 2015

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 CONTINUATION OF THE CITY'S SELF-INSURED WORKER'S COMPENSATION PROGRAM

## March 16, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance Committee for the City of Green Bay, at its meeting on March 9, 2015, approved the continuation of the self-insured worker's compensation program in compliance with Wisconsin Administrative Code DWD 80.60(3).

NOW, THEREFORE, the Common Council of the City of Green Bay does resolve as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.

2. Authorize the Clerk to forward certified copies of this resolution to the Worker's Compensation Division of the Wisconsin Department of Workforce Development.

Adopted March 16, 2015

Approved March 17, 2015

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.

## FINAL RESOLUTION AUTHORIZING
## ASPHALT RESURFACING IMPROVEMENTS AND
## LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
## March 16, 2015

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:30 p.m. on the 11th day of March 2015 for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portion of streets:

ADMIRAL COURT – Fisk Street to cul-de-sac east
ARGONNE DRIVE – Ninth Street to Biemeret Street
ARGONNE DRIVE – Biemeret Street to Kennedy Drive
ARGONNE DRIVE – Kennedy Drive to cul-de-sac south
DIVISION STREET – Platten Street to Fisk Street
FRANZ AVENUE – Main Street to west end
KENNEDY COURT – Kennedy Drive to cul-de-sac south

KENNEDY DRIVE – 230□ W of Careful Court to Wiesner Street
LANGLADE AVENUE – Briquelet Street to Military Avenue
MT CAROL DRIVE – St Charles Drive to Mt Mary Drive
MT MARY DRIVE – Humboldt Road to St Anthony Drive
ST ANTHONY DRIVE – 230□ E of Mt Mary Drive to Curry Lane
VAN OSS COURT – Kennedy Drive to cul-de-sac south

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement and Service Committee, is hereby adopted and approved.

2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvements in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.

3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.

4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.

5. That those special assessments not paid in cash shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of four percent (4.00%) per annum.

6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted March 16, 2015

Approved: March 17, 2015

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, Scannell, Wery, Zima, Steuer, Danzinger, Sladek. Noes: None. Motion carried with Ald. Moore abstaining.

**ORDINANCE - FIRST READING**

GENERAL ORDINANCE NO. 7-15

AN ORDINANCE
CREATING SECTION 27.310,
GREEN BAY MUNICIPAL CODE,
RELATING TO PROHIBITION OF BILL-POSTING

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

**SECTION 1.** Section 27.310, Green Bay Municipal Code, is hereby created to read:

27.310 **BILL-POSTING PROHIBITED.**

(1) Definitions.

(a) "Bill-posting" is an act defined to mean affixing, depositing, distributing, posting, placing, painting or tacking of any handbill.

(b) "Handbill" is defined to mean any bill, cards, sign, circular, flyer, leaflet, pamphlet, paper booklet, poster or any printed or written material which:

1. Advertises any business, merchandise, product, commodity or thing; or

2. Directs attention to any business, mercantile, or commercial establishment or other activity, for the purpose of either directly or indirectly promoting and or effectuating sales; or

3. Directs attention to or advertises any meeting, theatrical performance, exhibition, entertainment or event of any kind for which an admission fee is charged for the purpose of private gain or profit.

(c) “Person” is defined to mean any persons, firm, partnership, association, corporation, company or organization of any kind.

(d) “Amenity strip” is defined to mean the area between the curb and the defined pedestrian right-of-way along city streets and roadways.

(2) No person shall bill-post any handbill upon any vehicle on a public or private property, unless the owner(s) of said property consents in writing.

(3) No person shall bill-post any handbill on telephone poles, lampposts, traffic-light poles, poles used for an official sign, on the sidewalk, public or private, on any building or structure except the following:

(a) An amenity strip under the following conditions:

1. Handbill(s) is (are) affixed, posted, placed, installed or otherwise attached securely, during daylight hours only for a time period of no more than five (5) calendar days within a thirty (30) calendar day period during which the handbill(s) was (were) initially affixed, posted, placed, installed or otherwise attached AND include the name, address and phone number of the person causing the handbill to be distributed, deposited or placed.

2. No person shall bill-post any handbills on any amenity strips that contain obscene or harmful material.

(b) A dwelling under the following conditions:

1. Handbills are affixed, posted, placed, installed or otherwise attached securely, during daylight hours only AND include name, address and phone number of the person causing the handbill to be distributed, deposited or placed.

2. No person shall bill-post any handbills upon any dwelling which is temporarily or continuously uninhabited or vacant.

3. No person shall bill-post any handbills on any dwellings that contain obscene or harmful material.

(c) A billboard.

(4) This section does not apply to notices, warnings or other communications by, or on behalf of, the City.

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

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

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

**ORDINANCE - THIRD READING**

ZONING ORDINANCE NO. 1-15

AN ORDINANCE
ZONING CERTAIN LAND GENERALLY LOCATED
NORTH OF FINGER ROAD, WEST OF NORTHVIEW ROAD,

SOUTH OF CATALINA DRIVE, AND EAST OF ERIE ROAD
AS A PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 14-37)

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

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 1, T23N-R21E; THENCE N00°26'02"E, 635.02 FEET ALONG THE WEST LINE OF THE SW1/4–NW1/4 OF SAID SECTION 1, THENCE S89°32'54"E, 983.85 FEET; THENCE N00°26'04"E, 690.00 FEET; THENCE S89°32'54"E, 1,664.20 FEET; THENCE S00°07'58"W, 1,079.77 FEET; THENCE S89°46'12"E, 400.00 FEET; THENCE N00°08'01"E, 180.00 FEET; THENCE N89°46'07"W, 100.00 FEET; THENCE N00°09'51"W, 239.43 FEET; THENCE N81°16'35"E, 552.07 FEET; THENCE N08°43'25"W, 253.00 FEET; THENCE N89°45'35"E, 524.42 FEET; THENCE S00°00'09"W, 994.57 FEET; THENCE S00°04'03"E, 1,770.48 FEET; THENCE S89°55'51"W, 1,004.06 FEET; THENCE N00°07'58"E, 434.18 FEET; THENCE S89°55'51"W, 334.10 FEET; THENCE S00°07'58"W, 916.33 FEET; THENCE N89°32'54"W, 604.18 FEET; THENCE S00°05'12"W, 371.43 FEET; THENCE N87"22'26"W, 303.29 FEET; THENCE N00°07'04"E, 329.98 FEET; THENCE N89°05'24"W, 169.93 FEET; THENCE S00°07'04"W, 329.98 FEET; THENCE N87°23'43"W, 251.57 FEET; THENCE N00°28’38"E, 305.90 FEET; THENCE N88°04'59"W, 287.60 FEET; THENCE N08°57'38"W, 465.99 FEET; THENCE N77°25'18"W, 248.99 FEET: THENCE S29°15'01"E, 163.87 FEET; THENCE 65.32 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS S26°43'13"W, 61.53 FEET; THENCE N78°53'21"W, 382.13 FEET; THENCE 129.88 FEET ALONG THE ARC OF A 55 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS N52°44'23"W, 101.74 FEET; THENCE N30°23'35"W, 180.30 FEET; THENCE N15°59'51"W, 397.37 FEET; THENCE N88°55'28"W, 119.75 FEET TO THE WEST LINE OF THE NW1/4–SW1/4 OF SECTION 1, T23N- R21E; THENCE N00°06'09"E, 1,304.09 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

Parcel Numbers: 21-10, 21-11, 21-11-1, 21-12, 21-12-1, 21-13-1, 21-16-1-5,
21-17, 21-20, 21-21-A, 21-4

Parcel contains 11,471,961.6 square feet / 263.36 acres
Parcel is subject to easements and restrictions of record

**SECTION 2.** This ordinance is enacted pursuant to Wis. Statutes Sections 62.23 and 66.1027. Its purpose is to allow the optional development and redevelopment of land in Green Bay consistent with the design principles of traditional neighborhoods.

A. INTENT. The intent of the PUD is to develop the subject area with elements of a traditional neighborhood, these themes include:

1. Is compact and is designed for the human scale.
2. Provides a mix of uses, including residential, commercial, civic, and open space uses in close proximity to one another within the neighborhood.
3. Provides a mix of housing styles, types, and sizes to accommodate the households of all ages, sizes, and incomes.
4. Incorporates a system of relatively narrow, interconnected streets with sidewalks, as well as access to bicycle and transit routes; offering multiple routes for motorists, pedestrians, and bicyclists and provides for the connections of those streets to existing and future developments.
5. Incorporates significant environmental features into the design.
6. Is consistent with the City of Green Bay Comprehensive Plan.

B. APPLICABILITY. This ordinance applies as an alternative set of standards for development or redevelopment on sites of 5 acres or more if it is within the Urban Service or Urban Expansion Districts and is contiguous to existing development and 15 acres or more if it is within the Urban Service or Urban Expansion Districts and is noncontiguous to existing development.

C. INTERPRETATION. Development shall be planned, reviewed, and carried out in conformance with all municipal, state, and other laws and regulations. However, if there is a conflict between the provisions of this subchapter and other provisions of the zoning or subdivision sections of the Green Bay Municipal Code, this subchapter shall take precedence.

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

A. PERMITTED, CONDITIONAL, AND ACCESSORY USES. The only uses that may be established and/or maintained on the subject property, in conformance with Exhibit D – Grandview Place Land Use Plan, are as follows:

1. Permitted Uses: In order to achieve the proximity necessary to make neighborhoods walkable, it is important to mix land uses. A traditional

neighborhood development shall consist of the following components: a residential area, a mixed-use area, and open space, as specified below.

a. Residential areas. The PUD shall include a residential area in which the following uses are permitted:

   (1) Single-family detached dwellings.
   (2) Multi-family dwellings, including senior housing, at a density of at least 10 and no more than 20 units per net acre. Listed in Exhibit A.
   (3) Required mix. A minimum of two housing types from this list must be present in the PUD. Single-family detached dwellings shall constitute a maximum of 70 percent of the dwelling units.
   (4) Parcel No. 21-12-1 shall maintain the underlying R1 – Low Density Residential zoning.

b. Mixed-use areas. The PUD shall include a mixed-use area containing commercial, civic, residential, and open space uses as identified below. The total land area devoted to nonresidential development, including ground floor commercial or office uses, civic buildings, and parking areas, shall not exceed 25 percent of the gross acreage of the PUD.

   (1) Commercial uses:

      (a) Food services (grocery stores, butcher shops, bakeries, and other specialty food stores, ice cream, candy shops, and restaurants, not including bars, taverns, and similar uses).
      (b) General retail.
      (c) Services such as daycare centers, music, dance or exercise studios, offices, including professional and medical offices, barber, hair salon, dry cleaning, repairs of small goods such as shoes, electronics, or similar items.
      (d) Accommodations, including bed and breakfast establishments, small hotel, or inn.

   (2) Residential uses, including those listed above, with the exception of single-family detached dwellings and also including the following:

      (a) Residential units located above or to the rear of commercial uses.
      (b) Live-work units that combine a residence and work place.

   (3) Civic or institutional uses, including the following:

(a) Municipal offices, fire and police stations, libraries, museums, community meeting facilities, and post offices.
(b) Transit shelters.
(c) Places of worship.
(d) Educational facilities.

(4) Open space uses:

(a) Central square.
(b) Neighborhood park.
(c) Playground
(d) Natural open space area.

2. Conditional Uses: The following uses may be established with approval of a conditional-use permit:

a. Single-family attached dwellings.
b. Community-living arrangements and assisted living facilities. The density and housing type shall be determined based on the findings for the conditional-use permit.
c. Commercial uses, identified above, greater than 10,000 square feet.
d. Commercial uses with drive-through facilities.

3. Accessory Uses: The only accessory uses that may be established and/or maintained on the subject property, in conformances with permitted uses listed above, are as follows:

a. Residential areas: Chapter 13-600, Section 2, Green Bay Municipal Code.
b. Mixed-use areas: Chapter 13-700, Section 2 uses and standards listed under the Neighborhood Commercial (NC) District, Green Bay Municipal Code.

4. Open Space:

a. At least 20 percent of the gross acreage of the PUD shall be designated as open space, which may include undevelopable areas, such as steep slopes and wetlands, and stormwater detention and retention basins. Open space areas may include:

(1) Environmental corridors, greenways.
(2) Protected natural areas.
(3) Neighborhood and community parks, squares, plazas, and playing fields.
(4) Streams, ponds, and other water bodies.
(5) Open spaces do not include required setback areas and rights-of-way but may include (1) – (4) above.

b. Common open space. At least 25 percent of the open space area must be common open space available for public use. At least 90 percent of all dwellings shall be located within one-half mile of such common open space.

c. Conservancy and open space areas shall be dedicated to the City at the time of platting.

B. DIMENSIONAL AND LOT AREA REQUIREMENTS. The following dimensional and area requirements shall apply to all lots within the development based on the land-use plan listed in Exhibit D.

1. Block and lot size diversity. Street layouts should provide for perimeter blocks that are generally in the range of 200 – 400 feet deep by 400 – 800 feet long. A variety of lot sizes should be provided to facilitate housing diversity and choice and meet the projected requirements of people with different housing needs.
2. Lot widths. Lot widths should create a relatively symmetrical street cross-section that reinforces the public space of the street as a simple, unified public space. Similar lot sizes and housing types should generally be located on opposite sides of a street.
3. Dimensional Standards.

| | **Min. lot size** | **Min. lot width** | **Front yard setback** | **Rear yard setback** [a] | **Side yard setback** [b, e] | **Height** [d] | **Max Impervious Surface** |
|---|---|---|---|---|---|---|---|
| | | | Min - Max | Minimum | Minimum | Min - Max | |
| Single-family detached | 5,000 SF | 50 | 10 – 35 | 25 | 6 (two) or 10 (one – ZLL) | 1 – 2.5 stories / 35’ | 60% |
| Two-family/attached residences | 2,000 SF/unit | 25 per unit | 10 – 25 | 25 | 10 (end units) | 1 – 2.5 stories / 35’ | 60% |
| Multi-family residences | 1,500/unit, min 4,000 SF | 80 | 5 – 25 | 15 | 10 | 2-4 stories / 45’ | 70% |
| Nonresidential or mixed use | 5,000 | 50 | 0 – 10 | n/a | 6[c] | 2-4 stories / 45’ | 80% |
| Civic (institutional, rec.) buildings | 5,000 | 50 | 0 – 25 | n/a | 10 | 2-4 stories / 45’ | 80% |

## Notes:

a. Where an alley is present, half of the alley's right-of-way width shall be counted toward the rear setback.
b. A minimum side yard setback of 6 feet shall be provided for single-family detached dwellings or a single side yard of 10 feet for semi-detached single-family dwellings. A minimum side yard setback of 10 feet shall be provided for end-unit attached dwellings. For semi-detached single-family dwellings, a reciprocal access easement shall be recorded for both lots. All semi-detached single-family dwellings, townhouses, and other attached dwellings shall have pedestrian access to the rear yard through means other than the principal structure.
c. No side yards are required along interior lot lines, except as otherwise specified in the building code, except that if walls of structures facing such interior lot lines contain windows or other openings, yards of not less than 6 feet shall be provided. Side and rear yards of at least 6 feet shall be required when a nonresidential use adjoins a side yard of a residential property.
d. See Chapter 13-1429(1), Green Bay Municipal Code, for exceptions to maximum height.
e. Corner properties. The side façade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, no less than half of the front setback applies.
f. Multi-family and commercial buildings or a portion of such buildings shall be oriented to the public right-of-way with parking located in the rear or side yard to ensure the uses are integrated into the block structure.
g. Single-family detached lots greater than 7,500 square feet shall have a maximum impervious surface coverage of 50 percent.
h. All units in multi-family development shall have an attached garage and may have additional detached garages as necessary.

4. Standards for garages and other access structures. Garages may be placed on a single-family detached residential lot either within the principal building or an accessory building, meeting the following requirements:

   a. Attached accessory structures shall be considered attached and integral part of the principal structure when it is connected by an enclosed passageway. Such structures are subject to Section 13-615(b), Green Bay Municipal Code.
   b. Detached accessory structures shall be permitted in residential districts in accordance with Section 13-615(c), Green Bay Municipal Code.
   c. All garages shall be set back 20 feet from the public right-of-way.

C. ARCHITECTURE STANDARDS. A variety of architectural and design features and building materials is encouraged to give each building or group of buildings a distinct character, as well as sensitivity to the surrounding context.

1. Commercial use building height. To create a visually unified streetwall, buildings should be no more than 30 percent taller or shorted that then average building height on the block.
2. Entries and facades:

    a. The architectural features, materials, and the articulation of a façade of a building shall be continued on all sides visible from a public street.
    b. The front or principal façade of the principal building on any lot shall face a public street and shall not be oriented to face directly toward a parking lot.
    c. Buildings of more than 30 feet in width shall be divided into smaller regular increments through articulation of the façade. This can be achieved through variations in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.
    d. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.
    e. Porches, pent roofs, roof overhangs, hooded front doors, or similar architectural elements shall be used to define the front entrance to all residences or multi-family buildings.
    f. No single-family detached structure shall have the same front façade as an adjoining parcel.

3. Residential uses at street level should generally be set back far enough from the street to provide a private yard area between the sidewalk and the front door. Landscaping, steps, porches, grade changes, and low ornamental fences or walls may be used to provide increased privacy and livability for first floor units. A list of permitted residential architectural styles is listed under Exhibit A.
4. For commercial or mixed-use buildings, a minimum of 30 percent of the front façade on the ground floor shall be transparent, consisting of window or door openings allowing views into and out of the interior.
5. Additions to existing structures shall maintain setbacks, building proportions, roof and cornice lines, façade divisions, rhythm and proportion of openings, building materials, and colors that are similar to and compatible with the existing structure.
6. Materials. A 30 percent mix of materials is required for the front façade of residential structures. Acceptable building façade material includes:

    a. Concrete (including precast concrete with prior approval of sample),

b. Glass,
c. Masonry (brick as well as decorative block with prior approval of block sample),
d. Metals,
e. Stone,
f. Tile,
g. Vinyl,
h. Wood with prior approval of sample,
i. Other materials, such as cementious sidings, stucco, and polyurethane or PVC detailing, masonry veneer shall only begin at the first floor exterior window sill plane and continue to the roofline.

7. Commercial street façade should have clear distinction between the “storefront” on the first floor and the floors above for the mixed-use commercial and light industrial uses of this district.

8. Any signage, lighting and awnings must be integrated into the design.
9. Second street façade (these will occur on corner lots and lots adjacent to dedicated park space) should be developed to a similar level of detail as the “address” elevation, though the overall emphasis of the “address” elevation should be greater than the second street facades.
10. Functional entries are allowed and encouraged on second street facades.
11. Side façade at adjoining property lines may be “blank” and must meet fire separation codes.
12. Rear façade should also use good design principles.

    a. Entries should be properly emphasized to match use of entry (customer entry more emphasized than a “receiving” entry).
    b. Some differentiation should occur between the first floor and the upper floors.
    c. Rear façade should correlate to the front elevation.

13. A minimum 1,000 square foot dwelling unit for all single-family detached dwelling structures.
14. A minimum 900 square foot dwelling unit for single-family attached dwelling structures.

D. <u>SITE DESIGN STANDARDS</u>.

1. <u>Lighting</u>. Street lighting shall be provided on both sides of all streets at intervals of no greater than 75 feet. Generally, smaller lights, as opposed to fewer high-intensity lights, should be used. Street lighting design shall meet the minimum standards developed by the Department of Public Works. Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties, per Chapter 5, General Regulations.
2. <u>Exterior signage</u>. Sign number, size, height, and location in the PUD shall meet the requirements of the Neighborhood Center District. A comprehensive sign program shall be developed for the entire PUD that establishes a uniform sign theme. Signs shall share a common palette of sizes, shapes, materials, and lettering styles.
3. <u>Landscaping and screening standards</u>:

    a. Overall composition and location of landscaping shall complement the scale of the development and its surroundings. In general, larger, well-placed contiguous planting areas shall be preferred to smaller disconnected areas.
    b. Height and opacity. Where screening is required by this ordinance, it shall be at least 3 feet in height unless otherwise specified. Required screening shall be at least 50 percent opaque throughout the year.
    c. Components. Required screening shall be satisfied by one or a combination of the following:

(1) A decorative fence not less than 50 percent opaque behind a continuous landscaped area.
(2) A masonry wall.
(3) A hedge.
(4) Mixed use and commercial building foundation landscaping shall be in accordance with Section 13-1823, Green Bay Municipal Code.

4. Street trees. Street trees shall be required in accordance with Chapter 14, Green Bay Municipal Code. Trees should preferably be located within a planting strip between the sidewalk and the curb, within a landscaped median strip, or in tree wells installed in pavement or concrete.

E. PARKING. Parking areas for shared or community use should be encouraged. In addition:

1. In the mixed-use area, any parking lot shall be located at the rear or side of a building. If located at the side, screening shall be provided as specified in Chapter 13-1432, Green Bay Municipal Code.
2. A parking lot or parking garage shall not be located adjacent to or opposite a street intersection.
3. In the mixed-use area, a commercial use shall provide one parking space for every 300 square feet of gross floor area or portion thereof. Parking may be provided in shared or community lots within 1,000 feet of the site.
4. Shared parking and cross-access easements are highly encouraged to better facilitate movement throughout the development area.
5. In the mixed-used and residential areas, 1.5 off-street parking spaces shall be provided for each dwelling unit, with the exception of senior housing and secondary dwelling units, which shall provide one space per unit, and live-work units, which shall provide two spaces per unit.
6. On-street parking directly adjacent to a building may apply toward the minimum parking requirements for that building.
7. Surface parking lots or garages shall provide at least one bicycle parking space for every 10 motor vehicle parking spaces. Bicycle parking shall consist of a rack of acceptable design in a well-lit location, preferably sheltered.
8. Service access. Direct access to service and loading dock areas for service vehicles should be provided, while avoiding movement through parking areas to the greatest extent possible. Alleys may be used to provide service access.
9. Paving. Reduction of impervious surfaces through the use of interlocking pavers is strongly encouraged for remote parking lots or those used infrequently.
10. A preliminary development site and parking plan is included as Exhibits G and H.

F. LANDSCAPING AND PARKING MAINTENANCE. All parking and loading areas fronting public street and sidewalks shall be landscaped in accordance with the requirements of Chapter 13-1800, Green Bay Municipal Code. All parking and loading areas abutting residential districts shall be landscaped in accordance with Chapter 13-1800, Green Bay Municipal Code. Parking area interior landscaping shall conform to the requirements of Chapter 13-1800, Green Bay Municipal Code. Parking area landscaping can include turf grass, native grasses, or other perennial flowering plants, vines, shrubs, or trees. Such spaces may also include architectural features, such as benches, kiosks, or bicycle parking.

G. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures. Poles shall not exceed 25 feet in height.
2. Pedestrian lighting for walkways shall not exceed 16 feet overall measured from ground level.
3. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal process and approved by the Community Development Review Team.

H. STORMWATER MANAGEMENT AND GRADING PLAN. The design and development of the PUD should minimize off-site stormwater run off, promote onsite filtration, and minimize the discharge of pollutants to ground and surface water. Natural topography and existing land cover should be maintained/protected to the maximum extent practicable. New development and redevelopment shall meet the requirements of Chapter 30, Green Bay Municipal Code. A conceptual stormwater management plan and grading 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 and shall be approved as listed above.

A complete stormwater management plan for proposed Phase I listed on Exhibit F shall be submitted in accordance with the requirements of Chapter 30, Green Bay Municipal Code. A complete stormwater management plan for the remaining development area listed on Exhibit F shall be submitted in accordance with the requirements of Chapter 30, Green Bay Municipal Code, prior to any further platting or land divisions.

Any proposed amendment to the land-use plan within the PUD described in Exhibit D as a result of the complete stormwater management plan shall be approved according to Section 3.D. of this ordinance.

I. REFUSE AND MECHANICALS. Screening of refuse materials and mechanicals shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

J. ACCESS AND CIRCULATION STANDARDS. Access and circulation for automobile and pedestrian traffic established through permanent access easements and in substantial conformity with what is depicted on the attached Exhibit E. The attached circulation standards allow for multiple modes of transportation. They provide functional and visual links within the residential, mixed-use, and open-space areas of the PUD and provide multiple connections to existing and proposed external development. The circulation standards provide for adequate traffic capacity and multiple connections to pedestrian bicycle routes, including off-street bicycle or multi-use paths. The standards also control through traffic, limit lot access to streets of lower traffic volumes, and promote safe and efficient mobility through the PUD.

1. Pedestrian circulation. Convenient pedestrian circulation systems that minimize pedestrian-motor vehicle conflicts shall be provided continuously throughout the PUD. Where feasible, any existing pedestrian routes through the site shall be preserved and enhanced. All streets, except for alleys, shall be bordered by sidewalks on both sides in accordance with the specifications listed in Table 14-2. The following provisions also apply:

    a. Sidewalks in mixed use areas. Clear and well-lighted walkways at least 5 feet in width shall connect all building entrances to the adjacent public sidewalk and associated parking areas.
    b. Disabled accessibility. Sidewalks shall comply with the applicable requirements of the Americans with Disabilities Act.
    c. Crosswalks. Intersections of sidewalks with streets shall be designed with clearly defined edges. Crosswalks shall be well-lit and clearly marked with contrasting paving material at the edges or with striping.

2. Bicycle circulation. Bicycle circulation shall be accommodated on streets and/or dedicated bicycle paths. Any existing or planned bicycle routes through the site shall be preserved or developed. Bicycle facilities may include off-street paths (generally shared with pedestrians and other non-motorized uses) and/or separate striped 4-foot bicycle lanes on streets. If a bicycle lane is combined with a parking lane, the combined width should be 14 feet.
3. Transit access. Where public transit service is available or planned, convenient access to transit stops shall be provided. Transit shelters, where provided, shall be well-lighted and placed in highly visible locations that provide security through surveillance.

4. Motor vehicle circulation. Motor vehicle circulation shall be designed to minimize conflicts with pedestrians and bicycles. Traffic calming features, such as "queuing streets", curb extensions, traffic circles, and medians, may be used to encourage slow traffic speeds.
5. Street hierarchy. Each street within a PUD shall be classified according to the following hierarchy:

    a. Arterial streets should not bisect a PUD but may border a PUD.
    b. Collector. This street provides access to mixed-use areas and is also part of the City's major street network.
    c. Subcollector. This street provides primary access to residential properties and connects streets of higher and lower function, and it may provide access to community facilities, such as schools.
    d. Local street. This street provides primary access to residential properties.
    e. Alley. This street provides primary access to residential garages and commercial parking areas. It is typically used where street frontages are narrow, where the primary street width is narrow and limited on-street parking is provided, or to provide delivery access and access to commercial parking.

6. Street design. The following table is a guide to street design in the PUD. Street and right-of-way widths shall be reviewed by City staff as part of the concept plan review and shall be approved as part of the platting process in accordance with the phasing exhibit listed above.
7. Concrete sidewalks. Concrete sidewalks shall be installed on both sides of all public streets within this PUD. Sidewalks shall be installed at the time the lots are developed and prior to receiving an occupancy permit or as directed by the Common Council of the City of Green Bay. Once a block is built up with
50 percent of structures, the Common Council shall order in the sidewalks to complete the block network.

| | ***Collector*** | **Sub-Collector** | **Local Street** | **Alley** |
|---|---|---|---|---|
| Typical Average Daily Trips | 750 or more | 250 – 750 | Less than 250 | N/A |
| Right-of-way | 76-88 feet | 48 -72 feet | 50 - 60 feet | 12-16 feet |
| Auto travel lanes | 2 or 3 @ 12 feet | 2 @ 10 feet | 2 @ 10' | 2 @ 8 feet or 1 @ 12 feet (1-way) |
| Bicycle lanes (may be required where needed) | 6 feet next to parking lane | 4 feet without parking or 6 feet next to parking lane | None | None |
| Parking | Both sides, | One or both | One or both | None (access |

| | | | | |
|---|---|---|---|---|
| | 9 feet | sides, 9 feet | sides, 9 feet | to drives and garages) |
| Curb and gutter | Required | Required | Required | Not required |
| Planting strips | Both sides, min. 6 feet | Both sides, min. 6 feet | Both sides, min. 6 feet | None |
| Sidewalks | Both sides @ 5 feet min. | Both sides @ 5 feet | Both sides @ 5 feet | None |

K. SUBDIVISION OF LAND. If the PUD involves the subdivision of land, as defined in the subdivision ordinance, the applicant shall submit all required land division documents in accordance with the requirements of Chapter 14, Green Bay Municipal Code, and Chapter 236, Wisconsin Statutes. If there is a conflict between the design standards of the subdivision ordinance and the design guidelines of this ordinance, the provisions of this ordinance shall apply.

L. OWNERSHIP AND MAINTENANCE OF PUBLIC SPACE. Provisions shall be made for the ownership and maintenance of streets, squares, parks, open space, and other public spaces in a PUD by dedication to the City or management by an entity, such as homeowners association or neighborhood association approved by the Common Council.

M. PROPOSED SCHEDULE OF DEVELOPMENT PHASING. The section allows for phased construction with the knowledge that subsequent phases will be developed consistently with earlier phases and under the review of the Plan Commission in accordance with the provisions of Chapter 13, Green Bay Municipal Code. Phasing of this PUD shall be permitted, provided that each individual phase is designed and developed to exist as an independent unit and that the construction and improvement of common open space and site amenities shown on the development plan proceeds at the same rate as the construction of dwellings and other permitted land uses. Any violation of this provision shall authorize the Common Council to hold a public hearing to review the status of the PUD and impose any remedies it deems appropriate, including, but not limited to, revocation of permits, issuance of construction orders, or issuance of citations for failure to comply with such orders.

The applicant must submit to the Planning Department for review a Final Development Plan for each phase before development on it can begin. The Final Development Plan for each phase must include a written summary describing the following information:

1. Proposed subdivisions of land, including total number and type of dwelling units.
2. Planned utility improvements plan showing underground and above-ground lines and structures for sanitary sewers, electricity, gas, telecommunications, etc.

3. A site plan, including proposed topographic contours at 2-foot intervals, with the following information:

    a. The location existing and if know commercial and mixed-use structures that will remain, with height and gross floor area noted.
    b. The location and function of proposed open space.
    c. The circulation system indicating pedestrian, bicycle, and motor vehicle movement systems, including existing and proposed public streets or rights-of-way; transit stops; easements or other reservations of land on the site; the location and dimensions of existing and proposed curb cuts, off-street parking, and loading spaces, including service access for receiving and trash removal; sidewalks and other walkways.
    d. Location of all trees, shrubs, and groundcover proposed or existing to remain on the site.
    e. The location of street and pedestrian lighting, including lamp intensity and height.
    f. If known, detailed elevations of all proposed commercial buildings and typical elevations of residential buildings. Scaled elevations should identify all signs; building materials; the location, height, and material for screening walls and fences, including outdoor trash storage areas; electrical, mechanical, and gas metering equipment; storage areas for trash and recyclable materials; and rooftop equipment.

4. Stormwater Management Plan as required by Chapter 30, Green Bay Municipal Code.
5. Ownership and maintenance of public space (see Section 3.N of this ordinance).
6. Any other information deemed necessary by the Zoning Administrator in order to evaluate plans.

N. <u>AMENDMENTS TO PLANNED UNIT DEVELOPMENT</u>. Requested amendments to the PUD or to individual phases of the PUD as subject to the following:

1. Minor changes. Minor changes to the final plan adopted by the Plan Commission may be approved by the Planning Department, provided that the changes do not involve:

    a. Increases or decreases of less than 10 percent in the floor area of structures or number of dwelling units or the area designated as open space.
    b. Changes to the street layout or circulation pattern that would eliminate a street or path segment or an intersection.
    c. Changes to primary architectural style(s) as shown.
    d. Alteration of any conditions attached or modifications to the conceptual plan made by the Common Council.

e. Any other changes that, in the opinion of the planning staff, depart from the original concept or intent of the conceptual plan.

2. Major changes. A major change to a final plan shall require approval by a majority vote of all members of the Common Council.

O. FINAL SITE PLAN APPROVAL.

1. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for single-family attached dwellings shall receive approval of final site plans from the Community Development Review Team.
2. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for multi-family dwellings shall receive approval of final site plans from the Plan Commission.
3. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner for duplexes, townhouses, and rowhouses shall receive approval of final site plans from the Community Development Review Team as part of the conditional-use permit.

**SECTION 4.** This PUD shall be recorded with any future plats or land divisions.

**SECTION 5.** 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 6.** 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 7.** Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

**SECTION 8.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 9.** This ordinance supersedes any discrepancies between the standards herein and the Grandview Place Development Plan Report listed in Exhibit A.

**SECTION 10.** 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 11.** 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 12.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 16th day of March, 2015.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

01/20/15

Attachments: On File in the City Clerk's Office

NOTE-Due to a Protest Petition on file with the City Clerk, three-fourths of the members of the Council voting on the proposed change is required for adoption of this ordinance.

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

## GRADE ORDINANCES

An ordinance to fix and permanently establish the grade of Atkinson Drive-Hurlbut Street to North.

An ordinance to fix and permanently establish the grade of Bay Mist Drive – Largo Ridge Drive to South.

An ordinance to fix and permanently establish the grade of Branigan Way – Largo Ridge Drive to South.

An ordinance to fix and permanently establish the grade of Largo Ridge Court – Branigan Way to cul-de-sac.

An ordinance to fix and permanently establish the grade of Largo Ridge Drive – Lake Largo Drive to Branigan Way.

An ordinance to fix and permanently establish the grade of Northland Avenue – Washington Street to Adams Street.

Moved by Ald. Zima seconded by Ald. Scannell to adopt the grade ordinances.
*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. Steuer to adjourn at 11:52 P.M. Motion carried.

Kris A. Teske
Green Bay City Clerk