



# **MINUTES OF THE COMMON COUNCIL**

**TUESDAY, APRIL 21, 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 April 8, 2015, meeting. Motion carried.

Moved by Ald. Nennig, seconded by Ald. Tim DeWane to approve the agenda.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to move the Park Committee Report after communications. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to move the Finance Committee Report after the Park Report.

Moved by Ald. Moore, seconded by Ald. Scannell to approve the agenda as amended. Motion carried.

## **RECOGNITION**

The Mayor read a proclamation and presented a plaque of recognition to Dr. Baisakhi Bandyopadhyay, visiting scholar from India.

## **NEW APPOINTMENTS BY THE MAYOR**

### ECONOMIC DEVELOPMENT AUTHORITY

Mark Becker  
Eric Genrich

Moved by Ald. Nennig, seconded by Ald. Scannell to confirm the appointments. Motion carried.

## **PETITIONS & COMMUNICATIONS**

### HISTORIC PRESERVATION COMMISSION

Request by Jim Sanderson to declare the last remnant of the E.S.S. (East Side Shortline) Railroad that is positioned in the City right-of-way pavement in the 1000 and 1100 blocks of Cedar Street as a historic site.

Request by Jim Sanderson to designate the quarry stone marker in the 400 block of N. Chestnut Avenue that is positioned within the City terrace on the east side of the street north of Kellogg Street as a historic asset.

Request by Jim Sanderson to designate the structure at 414 N. Maple Avenue as a historic building as it is the last structure in the City's borders to have originated from Fort Howard's riverfront setting, making it the oldest building in the City of Green Bay.

### IMPROVEMENT & SERVICE COMMITTEE

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

- A. Frank O. Zeise Construction Co., Inc.
- B. Melnarik Concrete, Inc.
- C. JD Concrete Corporation
- D. Loch Construction Co., Inc.
- E. Precision Flatwork

### MAYOR'S BEAUTIFICATION COMMITTEE

Request by Jim Sanderson that the City begin the process to make available for private donors the opportunity to sponsor the professional landscaping of the City terrace on the south side of the 200, 300, and 400 blocks of Main Street.

### PLAN COMMISSION

Request by Ald. Moore, on behalf of several University Avenue Business Owners, to prepare a plan including cost analysis of installing a large roundabout at the "triangle" on University Avenue.

## PROTECTION & WELFARE COMMITTEE

Application for a Class "C" Wine License by Timothy Cleary at 1247 Velp Avenue.  
(Currently has beer only.)

Request by the owner of Brewski's on Broadway, 1100 S. Broadway, to hold an outdoor event on June 27.

Application for an available "Class B" Combination License by The Cannery Market, LLC at 320 N. Broadway.

## REDEVELOPMENT AUTHORITY

Request by Jim Sanderson to consider the idea of a covered pedestrian skywalk connection between the KI Convention Center and the Hotel Northland along with the downtown entertainment district.

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

## REPORTS FOR COUNCIL ACTION

### **REPORT OF THE GREEN BAY PLAN COMMISSION April 21, 2015**

The Green Bay Plan Commission, having met on Monday, April 13, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To receive and place on file the request by Ald. Chris Wery, on behalf of residents, to consider naming or renaming a street after Green Bay Packer General Manager, Ron Wolf.
2. To approve the recommendations of the Mayor for the 2015 Business Improvement District (BID) Board members including Military Avenue Business Improvement District and On Broadway, Inc.
  - For Military Avenue: Sharon Hack
  - For On Broadway, Inc.: Krystina Engebos, Adam Funk, and Nicole Zich
3. To approve a Conditional Use Permit (CUP) for self-service storage units within a General Commercial (C1) District, located at 938 Velp Avenue, subject to the requirements in Chapter 13-1612.
4. To hold the request to vacate a portion of the alley between 139 South Monroe (Leonardo DaVinci School) and 133 South Monroe.

5. To approve to vacate a portion of unimproved right-of-way between E. Conservancy Court and W. Conservancy Court, with the condition that all vacated lands shall be deeded and attached to the parcel lying northerly of and adjacent to the north line of Conservancy Court.
6. To approve a street name change from S. Greenwood Avenue to S. Ashland Avenue Frontage Road.
7. To approve a Plat of Right-of-Way for a Sewer Easement from Franz Avenue to Baird's Creek.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report with the exception of Item #1. Motion carried.

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

Moved by Ald. Wery, seconded by Ald. Scannell to refer Item #1 back to the Plan Commission. Motion carried.

## **REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY April 21, 2015**

The Green Bay Redevelopment Authority, having met on Wednesday, April 8, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Amended and Restated Development Agreement and all associated documentation for the Watermark workout plan subject to minor legal and technical changes (see documents attached to Resolution Approving All Necessary Documents for the Transfer of the Watermark Property).

6 April 2015

TO: Redevelopment Authority of the City of Green Bay

RE: Watermark

### **PROPOSAL**

Marvin Wanders and Michael Keil, developers, have approached the City with a proposal to obtain control of the Watermark property, complete its build out, and stabilize its operation. They would focus on leasing the vacant space in the principal structure along the waterfront: retail on the first floor and professional services on floors two through six. Because of New Market Tax Credit rules, Wanders and Keil will form two limited liability corporations to take ownership without an outright sale:

- Watermark Owner, LLC, will acquire (at fair market value) all of the membership interests in River Vision Partnership II, LLC (the entity with the New Market Tax Credits); and

- Watermark Leverage Lender, LLC, will acquire the loan rights of:
  - Calumet County Bank (at a discounted rate),
  - Vetter Denk Properties II, LLC (for \$1), and
  - the City of Green Bay (for \$1 and City ownership of the parking ramp in 2019).

## ANALYSIS

1) What has the City invested to date in the Watermark project?

Debt	Amount	Purpose	Annual Debt Service
“A” (2005)	\$1.32 million	to refinance property acquisition	\$101,000
“B” (2007)	\$1.40 million	development incentive	\$103,000
“C” (2011)	\$3.50 million	cash infusion to move project forward	\$240,000
<b>Total</b>	<b>\$6.22 million</b>		<b>\$444,000</b>

2) What property tax revenue does the Watermark currently generate for the City?

Property	Assessed Value	Property Taxes
Principal structure	\$4,444,300	\$97,775
<i>Children’s Museum</i>	\$1,217,400	\$26,783
<i>Hagemeister</i>	\$1,178,000	\$25,916
<i>Remaining Space</i>	\$2,048,900	\$45,076
Parking ramp	\$2,158,000	\$47,476
<b>Total</b>	<b>\$6,602,300</b>	<b>\$145,251</b>

We assume that these values remain constant with no additional development activity through 2021 – the estimated date when a new developer would take ownership after a foreclosure process.

3) What property tax revenue would the Watermark generate for the City in this workout proposal?

Property	Assessed Value	Property Taxes	
Principal structure	\$7,000,000	\$154,000	Revenues will gradually increase as spaces are finished for occupancy and assessed at higher values.
<i>Hagemeister</i>	\$1,178,000	\$25,916	
<i>Remaining Space</i>	\$5,822,000	\$128,084	
Children's Museum	\$1,217,400	\$26,783	The developers guarantee an assessed value of \$7.00 million for the structure, less the museum and parking ramp, by 2021.
Parking ramp	\$0	\$0	
<b>Total</b>	<b>\$8,217,400</b>	<b>\$180,783</b>	

The assessed value and taxes from the parking ramp go to zero as ownership transfers to the City in 2019.

4) What other potential revenues and expenses would this workout proposal generate?

Source	Estimated Expense	Estimated Revenue
Maintenance and operation of parking ramp	\$30,000	
Watermark parking ramp management fee		\$50,000
71 leased spaces in Watermark parking ramp		\$54,300
159 leased spaces in adjacent parking ramps		\$127,000
<b>Total</b>	<b>\$30,000</b>	<b>\$231,000</b>

Our best projection is that the City would net around \$381,783 in annual revenue from the Watermark (\$180,783 from property taxes and \$201,000 net from other sources) in 2021 and beyond.

Revenues could be less if:

- the nonprofit Children's Museum exercises its option to purchase the property; or
- parking ramp maintenance expenses are higher, or
- the City does not fully lease its available spaces in adjacent ramps.

Revenues could be greater if:

- the principal structure, after build out, assesses higher than \$7.00 million; or
- tenants demand additional spaces to lease in adjacent ramps.

## RECOMMENDATION

Approve the amended and reinstated Development Agreement and all associated documentation for the Watermark workout plan subject to minor legal and technical changes. This workout plan proactively moves the Watermark forward with qualified

developer and provides the City with the best opportunity to maximize the return on its investment in the project.

## **ATTACHMENTS**

Development Agreement and associated documents.

Moved by Ald. Moore, seconded by Ald. Scannell to adopt the report.

Moved by Ald. Zima, seconded by Ald. Steuer to suspend the rules to allow interested parties to speak.

*Roll call:* Ayes: Thomas DeWane, Nicholson, Tim DeWane, Nennig, Wery, Zima, Steuer, Danzinger, Sladek. Noes: Wiezbiskie, Moore, Scannell. Motion carried. Marvin Wanders, 142 S. 14th Street, LaCrosse. WI, spoke about the project. Matt Schaub, 2864 Woodhaven Circle, DePere, WI, General Manager at C.H. Robinson, spoke in favor.

Janet Angus, 1383 W. Mason Street, had questions about the agreement.

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

A vote was then taken on the motion to adopt the report. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Scannell to suspend the rules for the purpose of adopting the resolution regarding the Watermark Property. Motion carried.

## **REPORT OF THE FINANCE COMMITTEE APRIL 21, 2015**

The Finance Committee, having met on Monday, April 13, 2015 considered all matters on its agenda and wishes to report and recommends the following:

1. To approve the request by the City Assessor to adjust the 2014 tax bill for Huron Properties Inc. for parcel 21-176 in accordance with the Notice of Determination from the State Board of Assessor's.
2. To refer back to staff for further discussion and negotiation with interested parties the request by the Community Services Director to approve the allocation of \$7,780 of contingency funds to be used towards the demolition of 115 S. Van Buren Street.
3. To receive and place on file the request by Ald. Andy Nicholson for a list of all locations of cameras controlled or monitored by the GBPD within the City limits of Green Bay followed by a brief explanation for each location.
4. To forward to the Historical Preservation Society, the request for funding the LaBaye.org website by Lynn Austin from the 2015 contingency and for that committee to make a recommendation back to the Finance Committee.

5. To hold until next meeting the request by Ald. Chris Wery to review, with possible action, the lawsuit regarding John Kennedy including legal expenses to date.

6. To hold until next meeting the request by Ald. Tom DeWane for a summary of all costs associated with the Watermark project and for it to include the debt that was abandoned by the developers, guaranties in place for the property, taxes outstanding and City money that was put toward tenant improvements for CH Robinson with a grant total listed on the summary sheet.

2015 Contingency Fund  
\$110,000

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report with the exception of Items #1, #2 and #4. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #1.

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

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

Moved by Ald. Sladek, seconded by Ald. Thomas DeWane to amend Item #2 to approve the allocation of \$7,780. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Moore to adopt Item #2 as amended. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt Item #4.

Moved by Ald. Nennig, seconded by Ald. Scannell to refer Item #4 to the Mayor's Beautification Committee. Motion carried.

## **REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE April 21, 2015**

The Improvement and Service Committee, having met on April 15, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Paul Jensen to rescind the early set out charge of \$60.00 at 944 Howard Street.
2. To approve the request by the Village of Howard to enter into a pavement marking agreement with the City of Green Bay.
3. To approve the request by the Village of Allouez to enter into a pavement marking agreement with the City of Green Bay.
4. To approve the request by the City of DePere to enter into a traffic signal maintenance agreement with the City of Green Bay.

5. To receive and place on file the request by Ald. Wery to amend Ordinance No. 9.02(7) to allow storage of garbage/recycling carts next to a house/garage, or in front of a garage without a fence or shrub screen.
6. To approve the Bridge Operation Agreement with Wisconsin Department of Transportation for the Mason Street and Walnut Street Bridges for fiscal year 2016 and to authorize the Mayor and the City Clerk to sign the bridge operation agreement.
7. To receive and place on file the Department of Public Works 2014 Annual Report.
8. To receive and place on file the Dike Inspection Report.
9. To approve the report of the Purchasing Manager:
  - A. Request approval to purchase a Tandem Axle Dump Truck Chassis from Truck Country for \$73,200.
  - B. Request approval to purchase a Dump Body w/ Hydraulics, Plow & Wing, and Tarp System from Monroe Truck Equipment for \$98,105.
  - C. Request approval to award a 2015 contract to B.E.S.T. Enterprises for the hauling of stockpiled street sweepings from the City's west side yard waste facility to the Outagamie County landfill for the estimated amount of \$19,470.
  - D. Request approval to award a contract to Fahrner Asphalt Sealers for 2015 Spray Injection Patching services for the estimated amount of \$29,625, and to include four 1-year contract renewal options by mutual consent.
  - E. Request approval to purchase an upgrade to the fuel dispensing systems at DPW East & West and Parks garages from U.S. Petroleum Equipment for ~\$15,000.
10. To approve the award of the following contracts to the low responsive bidders:
  - Part A to Advance Construction Inc. in the amount of \$1,238,090.70
  - Part B to Degroot Inc. in the amount of \$628,300.12
  - Part C to Peters Concrete Co. in the amount of \$420,894.25
11. To approve the request by Military Avenue Business Association to allow them to contract with a private landscape company to maintain the grass medians in Military Avenue 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.

12. To approve the request by KS Energy Services to renew the annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.
13. To approve the request by the Department of Public Works to enter into a Hold Harmless Agreement with Baylake City Center Condominium Association allowing a masonry screening wall to remain and ingress and egress to the Baylake City Center Condominium building at the southwest corner of N Adams Street and Northland Avenue 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.
14. To approve the request by Zeise Construction (contractor) on behalf of Saint Vincent DePaul Society, District Council of Green Bay, Inc. (owner) to place a retaining wall and railing within the street right-of-way along the south side of Weise Street to accommodate a mid-block pedestrian crossing between Leo Frigo Way and N Van Buren Street 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.
15. To approve the applications for Tree & Brush Trimmer Licenses by the following:
  - B. Castro Tree & Stump Removal
  - C. Family Tree Service, LLC

And to place on hold the application for Tree & Brush Trimmer License by:

  - A. Selner Tree & Shrub Care, LLC
16. To approve the application for Underground Sprinkler System Licenses by Lizer of WI, Inc. and to place on hold the application for Underground Sprinkler License by Steinie's Water Gardens.
17. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
  - A. Northern Concrete
  - B. R.G. Hendricks & Sons Construction, Inc.
  - C. Helmle Construction, Inc.
  - D. J. C. Santy Construction, LLC
  - E. Tom Phillips Construction
  - F. A&M Concrete & Construction

- G. American Concrete Construction
- H. KPC Concrete Contractors, LLC
- I. Shier Construction
- J. Paul Conard Construction
- K. Evraets Concrete Construction, LLC

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the report with the exception of Item #5. Motion carried.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to adopt Item #5.

Moved by Ald. Wery, seconded by Ald. Zima to refer Item #5 back to the Improvement & Service Committee. Motion carried.

## **REPORT OF THE PARK COMMITTEE April 21, 2015**

The Park Committee, having met on Wednesday, April 15, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the Bullfrogs schedule of events for the 2015 season and to allow dogs to be in Joannes Stadium on June 14, 2015, from 12 p.m. to 4:30 p.m. for the Bark in the Park event contingent upon the following:
  - All proper permits and insurances being obtained;
  - Final special event approval from the City Special Events Committee;
  - Prohibiting the sale of hard liquor;
  - Must adhere to all noise ordinances and regulations
2. To approve the Friends of Colburn Pool to continue their fundraising efforts for one year and report back to the Park Committee in March 2016 to revisit a future bonding request for Colburn Pool. If the Friends of Colburn Pool reach their \$1,000,000 fundraising goal prior to the 2016 bond request, they can bring forth a request at that time to the Park Committee to consider authorizing staff to hire an engineer to design the pool using the fundraised dollars.
3.
  - A. To approve the purchase of a new Rubber Tired Utility Vehicle from Bobcat Plus, Inc. for \$55,393.
  - B. To approve the purchase of a new Trailer Style Brush Chipper from Vermeer Wisconsin, Inc. for \$59,299.
  - C. To approve the purchase of a new Skid-Steer Loader from Bobcat Plus for \$29,244.
  - D. To approve the purchase of Luminaires for the Fox River Trail from Cisco Distributing for \$20,204.

4. To approve accepting a DNR stewardship grant to purchase Parcel 7-666 (535 St. George Street) and a partial acquisition of Parcels 8-282, 8-285, 8-286, and 8-287 (1260, 1276, 1280, and 1296 Main Street) for the expansion of the East River Trail.
5. To receive and place on file the Director's Report.

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

## **REPORT OF THE PERSONNEL COMMITTEE**

### **April 21, 2015**

The Personnel Committee, having met on Monday, April 13, 2015 considered all matters on its agenda and reports and recommends the following:

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Clerk III Front Desk – Police
  - b. Web & Graphic Designer – Finance/IT
  - c. Civil Engineer – Public Works
2. To hold until the next meeting the request to fill the new Assistant City Attorney I position approved as part of the 2015 budget effective July 1, 2015 and all subsequent vacancies resulting from internal transfers.
3. To hold until the next meeting the 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.
4. To refer to staff the request by Ald. Wery to develop a policy about city employees in uniform not being on political fliers.
5. To receive and place on file the Report of Routine Personnel Actions for regular employees.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report with the exception of Item #2. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #2. Motion carried.

## **PROTECTION & WELFARE COMMITTEE REPORT**

### **April 21, 2015**

The Protection & Welfare Committee, having met on Monday, April 13, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the application for a "Class B" Combination License by 129 South Washington, LLC at 129 S. Washington Street with the approval of the proper authorities. (Currently Kittner's Pub, Inc.)
2. To approve the request by the owner of White Dog Black Cat Cafe, 201 S. Broadway, to hold an outdoor event on May 3, 2015. The approval of the request is subject to complaint.
3. To approve the notice of the change of agent for the Noodles & Company, 2450 E. Mason Street.
4. To approve the notice of the change of agent for Stir-Ups, LLC at 125 S. Washington Street.
5. To deny the appeal, with a reduction of the fine to \$250.00, by Scott and Barbara Pardee to a nuisance ticket at 897 Christiana Street.
6. To approve the appeal by Aaron Nolan to the denial of his Operator License application.
7. To approve the appeal by Greg Madsen to the denial of his Operator License application.
8. To deny the appeal by Rachel E. Anker to the denial of her Operator License application.
9. To receive and place on file the request by Staff to discuss, with possible action, the regulation and enforcement of Uber and other Transportation Network Companies.
10. To hold the request by Staff to review, with possible action, the prior taxi cab ordinance to determine if it shall become readopted.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report with the exception of Item #8. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt Item #8.

Moved by Ald. Scannell, seconded by Ald. Wery to refer Item #8 back to the Protection & Welfare Committee. Motion carried.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE  
GRANTING OPERATOR LICENSES  
April 21, 2015**

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

**OPERATOR LICENSES**

Cook, Tristain J  
Cornelius, Colleen M  
Denny, Michelle F  
Dettman, Mary J  
Dix, Shaun M  
Ermenc, Jeffrey L  
Freimuth, Tiffany E  
Jaworski, Jennifer A  
Jerovetz, Bruce M  
Komorowski, Courtney J  
Laster, Shannon S  
Lindsley, Kevin J  
Pinchart, Nadine M  
Romenesko, Dawn M  
Salazar Vargas, Jose A  
Silva, Twila L  
Skenandore, Hanson E  
Skenandore, Nevada T  
Swille, Jesse F  
Williams, Kathleen Y

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report. Motion carried with Ald. Danzinger abstaining on the approval of Kathleen Y. Williams.

**RECEIVE & PLACE ON FILE**

Check Reconciliation Register for March, 2015.  
Municipal Court Report for March, 2015.

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

## RESOLUTIONS

### RESOLUTION APPROVING ALL NECESSARY DOCUMENTS FOR THE TRANSFER OF THE WATERMARK PROPERTY

**April 21, 2015**

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

THAT, based on the recommendation of the Redevelopment Authority at its meeting on April 8, 2015, the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the following documents for the transfer of the Watermark property, subject to technical and legal adjustments to the documents as may be deemed necessary by the parties' counsel:

- Amended and Restated Development Agreement,
- Parking Garage Management Agreement, Option to Purchase and Purchase Agreement,
- Loan Purchase Agreement,
- Assignment of Loan,
- Allonge of Note,
- UCC Financing Statement Assignment,
- Release of Guaranty; and

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

Adopted April 21, 2015

Approved April 22, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

### ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made and entered into as of April \_\_, 2015 ("Effective Date") by the City of Green Bay ("Assignor"), and Watermark Leverage Lender, LLC, a Wisconsin limited liability company ("Assignee").

Assignor is the owner and holder of a loan ("Loan") evidenced and secured by, among other things, (i) that certain Junior Promissory Note dated May 3, 2011 executed by River Center Investment Fund, LLC, a Missouri limited liability company ("Borrower") in the original amount of \$3,500,000.00 ("Note"), (ii) that certain Junior Loan Agreement dated May 3, 2011 by and between Assignor and Borrower ("Loan Agreement"), and that certain Junior Pledge Agreement dated May 3, 2011 by and between Assignor and Borrower ("Pledge Agreement").

Assignor and Assignee have entered into that certain Loan Purchase Agreement dated as of the Effective Date ("Purchase Agreement"). Pursuant to the Purchase Agreement, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to purchase and acquire from Assignor, the Loan, Note, Loan Agreement, Pledge Agreement and all other documents and instruments evidencing, securing, guaranteeing and/or executed or delivered for the benefit of Assignor in connection with the Loan (collectively, the "Loan Documents").

The Parties, in consideration of the above premises and for other good and valuable consideration, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of the right, title, and interest of Assignor in and to the Loan Documents.
2. Assumption. Assignee hereby assumes the rights, duties and obligations of Assignor under the Loan and the Loan Documents from and after the date hereof, except Assignee does not assume the obligations of Assignor under Section 6.8 of the Loan Agreement for events that occurred before the Effective Date.
3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without representation or warranty by Assignor, except as expressly set forth in the Purchase Agreement.
4. Further Documents. Assignor shall endorse and deliver the Note to Assignee and shall execute and deliver to Assignee separate assignments of any of the Loan Documents that have been recorded or filed, in form acceptable for recordation or filing, as applicable. Assignor authorizes Assignee to file an amendment to its UCC financing statements filed with respect to the Loan.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**CITY OF GREEN BAY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**WATERMARK LEVERAGE LENDER,  
LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSENT**

The undersigned consents to this Assignment.

**RIVER CENTER INVESTMENT FUND, LLC**, a Missouri limited liability company

By: U.S. Bancorp Community Development Corporation, a Minnesota corporation, its  
Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## LOAN PURCHASE AGREEMENT

THIS LOAN PURCHASE AGREEMENT (this "Agreement") is entered into as of April \_\_, 2015 (the "Effective Date") by and between Watermark Leverage Lender, LLC ("WLL"), and the City of Green Bay ("Green Bay").

Green Bay made a loan (the "Loan") to River Center Investment Fund, LLC ("Borrower") evidenced and secured by the following documents (collectively, the "Loan Documents"):

- (i) Junior Loan Agreement dated May 3, 2011, by and between Green Bay and Borrower;
- (ii) Junior Promissory Note dated May 3, 2011 given by Borrower for the benefit of Green Bay in the original principal amount of \$3,500,000;
- (iii) Junior Pledge Agreement dated May 3, 2011, by and between Green Bay and Borrower; and
- (iv) UCC Financing Statement

Green Bay desires to sell, and WLL desires to purchase, all of Green Bay's right, title and interest in and to the Loan and the Loan Documents.

The parties, in consideration of the above and for other good and valuable consideration, agree as follows:

7. Sale of Interest. Upon receipt of the Purchase Price (defined below), Green Bay transfers to WLL, without recourse, and WLL purchases, all of Green Bay's right, title and interest in and to the Loan Documents.

8. Purchase Price. The purchase price (the "Purchase Price") is \$1.00 to be paid on the Effective Date.

9. Representations and Warranties of WLL. WLL represents and warrants to Green Bay that it has the power and authority to enter into and consummate the transactions described herein and that it has taken all action necessary to authorize the transactions described herein.

10. Representations and Warranties of Green Bay. Green Bay represents and warrants to WLL as follows:

10.1 Green Bay owns the Loan and the Loan Documents, free and clear of all liens and encumbrances;

10.2 Green Bay has the power and authority to enter into and consummate the transactions described herein and has taken all actions necessary to authorize the transactions described herein.

10.3 the Loan Documents are all of the documents evidencing and securing the Loan and the Loan Documents have not been amended or modified in any way;

10.4 Green Bay has not previously assigned or transferred any of its right, title or interest in the Loan or Loan Documents;

10.5 the Loan Documents were properly executed and are fully enforceable; and

10.6 as of the Effective Date, the outstanding principal balance, interest, fees and any other charges due and owing under the Note are described on the attached and incorporated **Exhibit A**.

11. Indemnities.

11.1 Green Bay hereby indemnifies, defends and holds WLL harmless from and against any and all losses, costs, damages, claims, liabilities and other obligations (including without limitation, attorneys' fees and costs) arising from, out of or in connection with the actual or alleged acts or omissions of Green Bay in connection with the Loan before the Effective Date.

11.2 WLL hereby indemnifies, defends and holds Green Bay harmless from and against any and all losses, costs, damages, claims, liabilities and other obligations (including without limitation, attorneys' fees and costs) arising from, out of or in connection with the actual or alleged acts or omissions of WLL in connection with the Loan after the Effective Date.

12. Deliveries. On or before the Effective Date, Green Bay shall deliver the following to WLL: (i) original Loan Documents, (ii) an executed Assignment of Loan Documents in the form set in Exhibit B, and (iii) a fully executed Allonge in the form set forth in Exhibit C. In addition, each party will execute and deliver such documents and take all such actions as may be reasonably requested by the other party in order to consummate this Agreement.

13. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on and enforceable against the parties, and their respective successors and assigns.

14. Wisconsin Law. This Agreement is governed by Wisconsin law.

15. Jurisdiction and Venue. Each party hereto irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of any United States federal court or state court sitting in Green Bay, Wisconsin in any action, suit, or proceeding arising out of or based upon this Agreement or any other matter relating to it, and waives any objection that it may have to the venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over them.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF GREEN BAY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WATERMARK LEVERAGE LENDER, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Loan Summary**

**EXHIBIT B**

Form of Assignment of Loan Documents

*(begins on next page)*

**EXHIBIT C**

Form of Allonge

*(begins on next page)*

ALLONGE

THIS ALLONGE is affixed to and made a part of that certain Junior Promissory Note dated May 3, 2011 executed by River Center Investment Fund, LLC in favor of the City of Green Bay ("Green Bay"), in the original principal amount of \$3,500,000.00 dated the date hereof.

PAY TO THE ORDER OF WATERMARK LEVERAGE LENDER, LLC ("WLL") WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT FOR THOSE GIVEN IN THAT CERTAIN LOAN PURCHASE AGREEMENT BETWEEN GREEN BAY AND WLL.

Dated Effective: April \_\_, 2015

CITY OF GREEN BAY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARKING GARAGE MANAGEMENT AGREEMENT**

THIS PARKING GARAGE MANAGEMENT AGREEMENT ("Agreement") is made this \_\_ day of April 2015 ("Effective Date") by and between WATERMARK OWNER, LLC (the "Owner") and the CITY OF GREEN BAY (the "Manager"). The Owner and Manager are each a "Party" or are together the "Parties."

The "Parking Garage" is Unit 7 in the condominium known as River Center Condominium II ("Condominium"), as such Unit is legally described on the attached **Exhibit A**. The Parking Garage offers 166 total parking spaces (each, a "Space" or collectively, the "Spaces") and serves a public parking garage subject to the existing reserved uses described in certain Condominium leases and in a parking easement, as such reserved uses are summarized in the chart attached as **Exhibit B** (the "Existing Parking Reservations"). The Owner wishes to engage the Manager to manage the Parking Garage, and the Manager wishes to accept such engagement, pursuant to the terms of this Agreement.

In consideration of the background above and the mutual promises below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

16. Engagement. In consideration of the Owner's Option to Sell, the Manager's Option to Purchase, the Management Fee and the Additional Parking Spaces, Owner engages the Manager to perform the Services and Manager accepts such engagement.

17. Term and Termination. The term of this Agreement is the twenty (20) year period after and including the Effective Date. Either Party may terminate this Agreement by delivering written notice to the other Party following the other Party's breach of this Agreement. However, the breaching Party shall have thirty (30) days to cure the alleged breach.

18. Services.

18.1 Defined. The "Services" mean and include the following rights and obligations: (i) the day-to-day operation of the Parking Garage as a public parking facility subject to the Existing Parking Reservations and Future Parking Reservations (defined below) in a commercially reasonable manner, including the collection of fees, the hire of necessary personnel, the issuance and tracking of access devices and passes, the propagation and enforcement of reasonable rules, towing, ticketing, and the tracking of revenue and maintenance of books and records; (ii) the commercially reasonable performance of all inspection, repair and replacement of the Parking Garage, including resurfacing, striping, signs, gates, lights, wiring, and plumbing; (iii) the maintenance of all insurance policies required in the Declaration of a Unit owner; (iv) after July 1, 2018, the payment of all real property taxes, personal property taxes, assessments, fees, and Condominium association assessments (general and special); (v) the payment of all electric, water and other utility bills for such services used in the Parking Garage, which accounts shall be registered in the name of Manager.

18.2 Assignment and Delegation of Rights and Obligations. Owner assigns and delegates to Manager all rights and obligations necessary to perform the Services, and Manager accepts and assumes such rights and obligations.

18.3 Rights Reserved by Owner. Owner shall retain the exclusive right to assign Spaces, whether reserved or unreserved ("Future Parking Reservations"), however the Owner will not enter into contracts with third parties to assign more parking spaces in the Parking Garage than exist. The Owner also retains the right to contract with third parties to rent parking spaces in the Parking Garage. If the Owner chooses to rent parking spaces, then the Owner can require such third party to pay Manager directly for such spaces or will include such rental payment in the monthly compensation payment to Manager. All parking spaces are unreserved between 6pm to 6am on weekdays, weekends, and public holidays, however, Tenants shall not be required to pay for entry on such days.

19. Parking Easement. One of the Existing Parking Reservations is pursuant to a Parking Easement. The parties will cooperate to modify the Parking Easement to reflect the current condominium regime affecting the Parking Garage and the provisions of this Agreement.

20. Management Fee. From the Effective Date through June 1, 2018, the Owner shall pay Manager \$[833.33] per month for the performance of the Services (“Management Fee”). From July 1, 2018 until the expiration or earlier termination of this Agreement, Owner shall pay Manager a Management Fee of \$[4,166.66] per month. The Management Fee is due and payable monthly on the first day of each month. If the Effective Date occurs on a day other than the 1<sup>st</sup> day of a calendar month, then the Management Fee shall be prorated based on the actual number of days in that month. If Owner modifies an Existing Parking Reservation arrangement so that parking fees are paid directly by a tenant or subtenant to Manager instead of being paid to Owner or included in Owner’s rent under a lease with such a person, then the Management Fee will be equitably adjusted.

21. Additional Parking Spaces. Manager shall provide Owner and its tenants and subtenants with access to the daytime use of non-reserved, non-exclusive parking stalls in facilities located no more than three (3) blocks from the Parking Garage, in which the Owner may guaranty the availability of 159 parking spaces to existing or future tenants of any of the Condominium Units (“Additional Parking Spaces”). Manager shall propose the location of the Additional Parking Spaces to Owner within thirty (30) days after request from Owner for the use of a certain number of spaces.

22. Indemnification. Manager shall indemnify, defend and hold the Owner harmless from and against any and all losses, claims, demands, damages, liabilities, or expenses (including reasonable attorney fees) resulting from any actions by the Manager which would constitute a breach of any lease between the Owner and a Tenant.

23. Income from Parking. Manager shall be entitled to receive all income from Future Parking Reservations and Additional Parking Spaces. Manager shall charge rates for such parking spaces at rates then in effect for comparable City facilities. Manager shall pay all expenses described in Section 1 from the Management Fee and from the income described above, and Owner shall not be responsible for any such payments of expenses. With respect solely to parking spaces in the Parking Garage, to the extent that funds are available after payment of such expenses on a monthly basis, Manager shall remit to Owner 5% of its income from the Parking Garage, and any amounts retained by Manager shall be in addition to the Management Fee.

24. Options to Purchase and Sell.

24.1 Manager’s Option to Purchase. Manager shall have the option to purchase the Parking Garage (“City’s Option to Purchase”) by delivery, no earlier than June 1, 2018, to the Owner of a purchase agreement executed by the Manager in form attached as **Exhibit C** (“Form Purchase Agreement”). Owner shall execute the Form Purchase Agreement and deliver a fully signed copy to the Manager within five (5) business days after it receives the Form Purchase Agreement signed by the Manager. The Form Purchase Agreement shall then govern the terms of the purchase and sale of the Parking Garage.

24.2 Owner's Option to Sell. Owner shall have the option to sell the Parking Garage ("Owner's Option to Sell") by delivery, no earlier than June 1, 2018, to the Manager of the Form Purchase Agreement executed by the Owner. Manager shall execute the Form Purchase Agreement and deliver a fully signed copy to the Owner within five (5) business days after it receives the Form Purchase Agreement signed by the Owner. The Form Purchase Agreement shall then govern the terms of the purchase and sale of the Parking Garage.

25. Memorandum. The Parties shall, with five (5) days after the Effective Date, execute and deliver for recordation with the land records a memorandum of this the City's Option to Purchase and the Owner's Option to Sell in substantially the form attached as **Exhibit D** ("Memorandum of Options").

26. Amendment. This Agreement may only be amended by an amendment signed by the Parties.

27. Assignment. This Manager may not assign its rights or obligations under this Agreement without the prior written consent of the Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement the Effective Date.

**MANAGER:**  
CITY OF GREEN BAY

**OWNER:**  
WATERMARK OWNER, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**EXHIBIT A**

**Parking Garage**

**EXHIBIT B**

**Tenant Lease Provisions**

**EXHIBIT C**

**Form of Purchase Agreement**

*(begins on next page)*

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ ("Exercise Date") by and between the City of Green Bay ("Buyer") and Watermark Owner, LLC, a Wisconsin limited liability company ("Seller"). Buyer and Seller individually are each sometimes referred to as a "Party", or together as the "Parties."

Seller owns the real Parking Garage described on the attached and incorporated **Exhibit 1** ("Parking Garage"). Buyer and Seller are parties to that certain Parking Management Agreement dated \_\_\_\_\_, 2015 ("Option Agreement"). This Agreement is being entered into by the Parties pursuant to Buyer's exercise of its Option to Purchase or Seller's exercise of its Option to Sell.

In consideration of the background above and of the mutual promises contained below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Any capitalized term not defined herein shall have the meaning given such term in the Option.

2. Purchase.

2.1 Purchase and Sale. Seller agrees to sell, transfer, convey, and assign to Buyer, and Buyer agrees to purchase from Seller, on the terms hereinafter stated, all of Seller's right, title, and interest in and to the Parking Garage.

2.2 Purchase Price. The "Purchase Price" for the Parking Garage shall be \$1.00.

2.3 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller at Closing by wire transfer immediately available, good federal funds, subject to the adjustments and prorations set forth in this Agreement.

3. Seller's Reserved Rights. For a period of twenty (20) years following Closing, Seller shall continue to have the rights to guaranty or reserve spaces for tenants as set forth in the Option Agreement. Upon the expiration of such twenty (20) years, the City shall continue to honor any tenants with rights under then existing leases.

4. Closing. Closing of the purchase and sale of the Parking Garage shall occur through a title company mutually acceptable to the parties ("Title Company") within ninety (90) days after the Exercise Date.

5. Prorations.

5.1 Parking Garage Real Estate Taxes and Special Assessments. Only to the extent that taxes for the Parking Garage are not being paid by Buyer under the Option Agreement, taxes and assessments in the year of the Closing shall be prorated as of

the day prior to Closing based on the actual tax bill for the year of Closing or, if unavailable, on then assessed value of the Parking Garage and mill rate.

6. Closing Costs.

6.1 Buyer's Costs. Buyer shall pay the following expenses incurred in connection with the transactions described herein: (i) the fee for the recording of the Deed, (ii) one-half of all of all customary closing administration fees charged by the Title Company, (iii) Buyer's legal fees and expenses, and (iv) the premiums for all endorsements to the Title Policy requested by Buyer beyond the gap endorsement.

6.2 Seller's Costs. Seller shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Title Commitment and Title Policy and Endorsements, (ii) the cost of releasing any liens affecting the Parking Garage and for curing any other objectionable matters affecting title to the Parking Garage pursuant to the terms of this Agreement, (iii) Seller's legal fees and expenses, (iv) one-half of all of all customary closing administration fees charged by the Title Company, (v) and all real estate transfer taxes.

7. Seller's Closing Deliveries.

7.1 Special Warranty Deed. Seller shall execute and deliver to Buyer a Special Warranty Deed conveying the Parking Garage to Buyer free and clear of all liens and encumbrances, except those waived by Buyer in accordance with this Agreement ("Deed").

7.2 Wisconsin Transfer Tax Return. Execute and deliver to Buyer a copy of the Wisconsin Transfer Tax Return receipt indicating payment in full by Seller of all amounts of transfer tax due hereunder.

7.3 Closing Statement. Execute and deliver to Buyer a closing statement setting forth the Purchase Price, all adjustments thereto and all amounts paid at the Closing ("Closing Statement").

7.4 Certificate of Non-Foreign Status. Execute and deliver to Buyer a certificate of non-foreign status meeting the requirements of Section 1445 of the Internal Revenue Code.

7.5 Delivery of Possession. Deliver possession of the Parking Garage to Buyer.

7.6 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing.

8. Buyer's Closing Deliveries.

8.1 Delivery of Purchase Price. Deliver to Seller the Purchase Price by wire transfer of good, federal funds.

8.2 Closing Statement. Execute and deliver to Seller a counterpart of the Closing Statement.

8.3 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing, including a recordable confirmation of Seller's rights under Section 3.

9. Conditions to Closing. Satisfaction on or prior to the Closing Date of each of the following (the "Conditions to Closing") shall be a condition precedent to the obligations of Buyer to purchase the Parking Garage and to pay the Purchase Price therefor:

9.1 All of the representations and warranties of Seller contained herein shall be true and correct in all material respects on and as of the Closing as though republished and remade on and as of that date;

9.2 The Parking Garage shall be delivered to Buyer at Closing in substantially the same condition as existed as of the Effective Date, ordinary wear and tear excepted and except for modifications made by Buyer or permitted in writing by Buyer.

10. General Provisions.

10.1 Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and it shall inure to the benefit of and shall bind the Parties, their respective heirs, executors, successors or assigns.

10.2 Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the Parties.

10.3 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

10.5 Headings, Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. The terminology used herein shall be deemed to refer to the masculine, feminine, neuter, singular, and plural as such terminology may require.

10.6 Brokerage Commission. Buyer represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller and Buyer agree to indemnify and hold

harmless the other from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying Party with respect to this Agreement.

10.7 Calculation of Time Periods. If the final day of any period in this Agreement falls on a Saturday, Sunday or legal holiday under federal law, then the period shall be extended to end on the next day that is not a Saturday, Sunday or legal holiday (a "Business Day"). The final day of any such period shall end at 5 p.m. Central (USA).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Exercise Date.

**SELLER:**

Watermark Owner, LLC

By:

\_\_\_\_\_

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Print  
Title: \_\_\_\_\_

**BUYER:**

City of Green Bay

By:

\_\_\_\_\_

\_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Print  
Title: \_\_\_\_\_

—

**Exhibit D**

Memorandum of Option to Purchase/Option to Sell Agreement

*(begins on next page)*

<p>This instrument was drafted by and should be returned to:</p> <p><i>Brian D. Anderson, Esq.</i>  <i>Whyte Hirschboeck Dudek S.C.</i>  <i>33 E. Main Street, Suite 300</i>  <i>P.O. Box 1379</i>  <i>Madison, WI 53701-1379</i></p>	<p><b><u>MEMORANDUM OF</u></b>  <b><u>OPTION TO</u></b>  <b><u>PURCHASE/OPTION</u></b>  <b><u>TO SELL</u></b>  <b><u>AGREEMENT</u></b></p>	<p>Tax Key No.:</p>
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THIS MEMORANDUM OF OPTION TO PURCHASE/OPTION TO SELL AGREEMENT ("Memorandum") is signed as of \_\_\_\_\_, 2015, by and between Watermark Owner, LLC ("Watermark"), and the City of Green Bay ("City").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Watermark and the City entered into an Option to Purchase/Option to Sell Agreement dated \_\_\_\_\_, 2015 (the "Option Agreement"), with respect to certain real Parking Garage owned by Watermark and described on the attached and incorporated **Exhibit 1** (the "Parking Garage").

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Option Agreement.
2. City's Option. At any time after June 1, 2018, the City shall have an Option to Purchase the Parking Garage. The City may exercise its Option to Purchase by executing and delivering the Agreed Purchase Agreement to Watermark attached to the Option Agreement.
3. Watermark's Option. At any time after June 1, 2018, Watermark shall have an Option to Sell the Parking Garage. Watermark may exercise its Option to Sell by executing and delivering the Agreed Purchase Agreement to the City attached to the Option Agreement.
4. Running With Land. The Option Agreement shall burden the Parking Garage and shall run with the land. The Option Agreement shall inure to the benefit and burden of and be binding upon Watermark and the City, and to their respective successors and assigns.

5. Terms. The rights and obligations of Watermark and the City shall be construed solely by reference to the provisions of the Option Agreement.

6. Counterparts. This Memorandum may be signed in counterparts, which together shall comprise a single agreement.

*[signatures and acknowledgments follow]*

**IN WITNESS WHEREOF**, the Parties have caused this Memorandum to be executed as of the date first set forth above.

**SELLER:**

Watermark Owner, LLC

By:

\_\_\_\_\_

\_\_\_\_\_

Print

Name: \_\_\_\_\_

Print

Title: \_\_\_\_\_

**BUYER:**

City of Green Bay

By:

\_\_\_\_\_

Print

Name: \_\_\_\_\_

Print

Title: \_\_\_\_\_

**ACKNOWLEDGMENT – Watermark Owner, LLC**

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of Watermark Owner, LLC, a Wisconsin limited liability company who is  
personally known to me to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same as the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument in his  
duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

N  \_\_\_\_\_  
*(Print or type name of*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission (is permanent) (expires:  
\_\_\_\_\_)

Above space for Notary Seal



Attorney), the RDA and the City hereby release John Vetter and Kelly Denk, from their obligations under the Guaranty. The RDA and the City do not hereby release any other guarantor under the Guaranty.

Dated this \_\_\_\_ day of April, 2015.

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

---

Harry Maier, Chairman

---

Kimberly Flom, Executive Director

**City of Green Bay**

---

James J. Schmitt, Mayor

---

Kris Teske, Clerk

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

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

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

**RESOLUTION AUTHORIZING REFUND  
OF REAL ESTATE TAXES**

**April 21, 2015**

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 13, 2015, the following real estate taxes shall be refunded:

Parcel Number

Amount

21-176

\$11,486.49

Adopted April 21, 2015

Approved April 22, 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  
HOLD HARMLESS AGREEMENT  
MILITARY AVENUE BUSINESS ASSOCIATION  
MEDIANS IN MILITARY AVENUE  
April 21, 2015**

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

To approve the request by Military Avenue Business Association to allow them to contract with a private landscape company to maintain the grass medians in Military Avenue 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 April 21, 2015

Approved April 22, 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 APPROVING  
HOLD HARMLESS AGREEMENT  
KS ENERGY SERVICES  
CITY OF GREEN BAY SEWER SYSTEM ACCESS  
April 21, 2015**

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

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

Adopted April 21, 2015

Approved April 22, 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 APPROVING  
AIR RIGHTS EASEMENT  
AT SOUTHWEST CORNER OF N ADAMS STREET  
AND NORTHLAND AVENUE  
RIGHT-OF WAY  
March 16, 2015**

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

To approve the request by the Department of Public Works to enter into a Hold Harmless Agreement with Baylake City Center Condominium Association allowing a masonry screening wall to remain and ingress and egress to the Baylake City Center Condominium building at the southwest corner of N Adams Street and Northland Avenue 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 April 21, 2015

Approved April 22, 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 APPROVING  
AIR RIGHTS EASEMENT  
AT S SIDE OF WEISE ST BETWEEN LEO FRIGO WAY  
AND N VAN BUREN STREET  
RIGHT-OF WAY  
March 16, 2015**

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

To approve the request by Zeise Construction (contractor) on behalf of Saint Vincent DePaul Society, District Council of Green Bay, Inc. (owner) to place a retaining wall and railing within the street right-of-way along the south side of Weise Street to accommodate a mid-block pedestrian crossing between Leo Frigo Way and N Van Buren Street 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 April 21, 2015

Approved April 22, 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 CONDITIONAL-USE  
APPROVAL AT 938 VELP AVENUE  
(ZP 15-07)**

**April 21, 2015**

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

That pursuant to Zoning Petition 15-07 and the recommendation of the Plan Commission on April 13, 2015; the City of Green Bay authorizes approval of the request for a conditional-use permit to allow self-service storage units within a General

Commercial (C1) District located on the following described property at 938 Velp Avenue:

WHITNEY OR LAVENTURE CLAIM PRT OF LOT 4 DESC IN 598  
R 229 EX PCL 52 OF TPP 1450-04-21-4.05 (Tax Parcel Number 18-763)

Said conditional-use permit shall be granted subject to the requirements in Ch. 13-1612, Green Bay Municipal Code.

Adopted April 21, 2015

Approved April 22, 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 CHANGING THE NAME  
OF SOUTH GREENWOOD AVENUE  
(SNC 15-01)**

**April 21, 2015**

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

That the name of South Greenwood Avenue, between Liberty Street and Victory Boulevard, be changed to South Ashland Avenue Frontage Road.

Adopted April 21, 2015

Approved April 22, 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 REGARDING VACATION OF  
A PORTION OF UNIMPROVED RIGHT-OF-WAY  
BETWEEN EAST CONSERVANCY COURT  
AND WEST CONSERVANCY COURT  
(SV 15-01)**

**April 21, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to all vacated land being attached to the parcel lying northerly of and adjacent to the north line of Conservancy Court.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of unimproved right-of-way between East Conservancy Court and West Conservancy Court be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced condition, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on June 16, 2015, at 7:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted April 21, 2015

Approved April 22, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

**LEGAL DESCRIPTION  
VACATION OF A PORTION OF  
UNIMPROVED RIGHT-OF-WAY  
BETWEEN EAST CONSERVANCY COURT  
AND WEST CONSERVANCY COURT  
(SV 15-01)**

That part of the Conservancy Court right-of-way described in Brown County Document Number 800120 as recorded in Volume 1093 of Records, Page 176, being part of the southwest  $\frac{1}{4}$ , southwest  $\frac{1}{4}$ , Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of Lot 4, of the recorded plat of South Branch Estates;

thence S78°-53'-21"E, 185.17 feet, along the north line of said Lot 4, to the northeast corner of said Lot 4;

thence northeasterly along the arc of a 55.00 foot radius curve to the right, 83.28 feet, said curve having a chord which bears N36°-05'-01"E, 75.55 feet, to the south line of Lot 5, South Branch Estates (also being the north right-of-way line of Conservancy Court);

thence northwesterly along said north right-of-way line of Conservancy Court, along the arc of a 95.00 foot radius curve to the left, 17.02 feet, said curve having a chord which bears N73°-45'-27"W, 16.99 feet;

thence continuing along the north line of Conservancy Court, N78°-53'-21"W, 200.14 feet;

thence S11°-06'-39"W, 70.00 feet, to the point of beginning.

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

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

## **ORDINANCES - FIRST READING**

### **GENERAL ORDINANCE NO. 8-15**

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

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

**SECTION 1.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zone:

BORNEMANN STREET, west side, from a point 185 feet north of Mills Street to a point 140 feet south of Brook Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following 15-MINUTE LOADING DELIVERY ONLY zone:

BROADWAY, east side, from a point 180 feet north of Dousman Street to a point 270 feet north of Dousman Street

**SECTION 3.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 7:00 PM MONDAY - FRIDAY zone:

BROADWAY, east side, from a point 270 feet north of Dousman Street to a point 335 feet north of Dousman Street

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

BROADWAY, east side, from a point 180 feet north of Dousman Street to a point 335 feet north of Dousman Street

GARY LANE, both sides, from a point 180 feet east of Fellows Drive to its easterly terminus

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

**SECTION 6.** 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. Wiezbiskie, seconded by Ald. Scannell to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried.

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

**PLANNING ORDINANCE NO. 1-15**

**AN ORDINANCE  
AMENDING THE OFFICIAL MAP  
OF THE CITY OF GREEN BAY TO  
APPROVE A PLAT OF RIGHT-OF-WAY  
FOR A SEWER EASEMENT, FROM  
FRANZ AVENUE TO BAIRD'S CREEK  
(ROW 15-01)**

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

**SECTION 1.** The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by approving a Plat of Right-of-Way for a sewer easement, from Franz Avenue to Baird's Creek, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk



Parcel 1 GRANTOR: Spencer J Kilp  
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation  
INTEREST REQUIRED: Temporary Limited Easement for Equipment  
Access, Storage of Materials and Grading

That part of Lot A, according to the recorded Hagemeister's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, lying northerly of the following described line, excepting that part required as a Permanent Limited Easement for Storm Sewer Construction, Maintenance and Repair;  
Commencing at the southeast corner of said Lot A, Hagemeister's Referee Plat;  
thence N89°-41'-00"W, 4.00 feet, along said north right-of-way line of Franz Avenue;  
thence N00°-19'-00"E, 222.50 feet, to the start of said described line;  
thence N45°-01'-00"W, 77.02 feet, to the west line of said Document Number 2203901, and the end of said described line.

Parcel contains 2066 square feet of land more or less.

Part of tax parcel number 21-1950.

**DESCRIPTION OF SEWER EASEMENT REQUIRED  
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 2 GRANTOR: Ruben Mosqueda  
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation  
INTEREST REQUIRED: Permanent Limited Easement for Storm Sewer  
Construction, Maintenance and Repair

The westerly 12.0 feet of Lot 1, according to the recorded Subdivision of Tract B, Hagemeister's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin.

Parcel contains 2698 square feet of land more or less.

Part of tax parcel number 21-1993.

**DESCRIPTION OF SEWER EASEMENT REQUIRED  
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 2      GRANTOR: Ruben Mosqueda  
GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation  
INTEREST REQUIRED: Temporary Limited Easement for Equipment  
Access, Storage of Materials and Grading

That part of Lot 1, according to the recorded Subdivision of Tract B, Hagemeister's Referee Plat, recorded in Brown County Document Number 2203901, in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, described as follows: Commencing at the southwest corner of said Lot 1, Subdivision of Tract B

Hagemeister's Referee Plat;

thence N55°-47'-48"E, 14.56 feet along the south line of said Lot 1;

thence N00°-19'-00"E, 22.39 feet, to the point of beginning;

thence continuing N00°-19'-00"E, 115.89 feet;

thence N46°-39'-42"E, 125.46 feet;

thence N26°-52'-46"E, 120.97 feet to the southerly right-of-way line of Main Street;

thence southeasterly along the arc of a 618.27 foot radius curve to the right, 105.55 feet, said curve having a chord which bears S52°-31'-14"E, 105.42 feet, along said southerly right-of-way line of Main Street;

thence S54°-56'-31"W, 257.65 feet;

thence S34°-00'-56"E, 67.11 feet;

thence S53°-28'-45"W, 70.78 feet, to the point of beginning.

Parcel contains 17140 square feet of land more or less.

Part of tax parcel number 21-1993.

**DESCRIPTION OF SEWER EASEMENT REQUIRED  
FROM FRANZ AVENUE TO BAIRD'S CREEK**

Parcel 4      GRANTOR: Tedford Enterprises, LLC

GRANTEE: City of Green Bay, a Wisconsin Municipal Corporation

INTEREST REQUIRED: Temporary Limited Easement for Equipment  
Access, Storage of Materials and Directional  
Boring

That part of Lots 16 through 21, Newhall's Addition, and that part of the southwest ¼,  
Section 32, Township 24 North, Range 21 East, City of Green Bay, Brown County,  
Wisconsin described as follows:

Commencing at the southwest corner of said Lot 21, Newhall's Addition;

thence S89°-54'-11"E, 24.12 feet, along the south line of said Lot 21, to the point of  
beginning;

thence N00°-10'-27"E, 224.92 feet;

thence N64°-16'-21"E, 123.11 feet;

thence S28°-19'-49"W, 36.96 feet;

thence S23°-53'-49"W, 35.80 feet;

thence S22°-43'-49"W, 71.60 feet;

thence S58°-41'-37"E, 11.54 feet;

thence S00°-00'-00"E, 67.79 feet;

thence N90°-00'-00"W, 9.52 feet;

thence southwesterly along the arc of a 79.00 foot radius curve to the right, 98.66 feet,  
said curve having a chord which bears S34°-26'-07"W, 92.37 feet;

thence N00°-10'-27"E, 2.76 feet, to the point of beginning.

Part of tax parcel number 19-290.

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

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

Moved by Ald. Scannell, seconded by Ald. Moore to adjourn at 9:20 P.M. Motion  
carried.

Kris A. Teske  
Green Bay City Clerk