



# **MINUTES OF THE COMMON COUNCIL**

**TUESDAY, DECEMBER 15, 2015, 7:00 P.M.**

**COUNCIL CHAMBERS  
ROOM 203, CITY HALL**

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

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Nicholson, seconded by Ald. Scannell to approve the minutes of the December 1, 2015, meeting. Motion carried.

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

## **REPORT BY THE MAYOR**

The Mayor wished everyone Happy Holidays.

On Thursday, in Room 203 at 5:00 P.M., there will be a public hearing on the excess stadium sales tax.

The Northland Hotel closed on financing and work will begin tomorrow (December 16).

## PUBLIC HEARING

Zoning Ordinance No. 11-15

An ordinance amending Zoning Ordinance No. 9-15 to permit modified signage as part of the Planned Unit Development Overlay District for 1593 East Mason Street.

No one appeared.

Moved by Ald. Moore, seconded by Ald. Tim DeWane to suspend the rules for the purpose of adopting the Zoning Ordinance. Motion carried.

## PRESENTATION

The Mayor presented the Mayor's Leadership Awards – Extra Mile America Organization for the following:

Advancement of Literacy Award 2015 – Susan Lagerman, Brown County Library Communications and Programming Manager.

Residential Urban Renewal Award 2015 – Greater Green Bay Habitat for Humanity, led by Executive Director Cora Haltaufderheid.

Environmental Sustainability Award 2015 – Baird Creek Preservation Foundation, led by Executive Director Maureen Meinhardt.

Investment in the Business Community Award 2015 – Breakthrough Fuel, led by Craig Dickman and Doug Mueller.

Government Partnership Award 2015 – Representative David Steffen

## APPOINTMENTS

### Election Officials pursuant to Section 7.30, Wis. Stats., for the 2016-2017 term

2	CHARLES	HEIDNER	10	LINDA	HERMAN
2	CONSTANCE	BROWNELL	10	MARY LOU	MILLER
2	JUNE	GILSOUL	11	PATRICK	RYAN
2	ANITA	OHLSON	11	MARY	BAETEN
2	ROBERT	OHLSON	11	DICK	ALBERS
3	LINDA	GLAWE	11	PATRICIA	PFESITER
		NEUSER			
3	THOMAS	NEUSER	12	JOAN	TADISH
3	DANIEL	MAINE	12	BRIAN	DELVOYE
3	MARY	BLAKE	12	LARAE	GOWER
3	JOHN	EVANS	12	VALERIE	DELVOYE
4	MARY	SEVCIK	13	BARBARA	TAYLOR
4	LISA	KOENIG	13	JAMES	SEILER
4	VERN	KRAWCZYK	13	TINA	COTTER
4	BETTY	WESTERMAN	13	PATRICIA	SEILER
4	JEANNE	KAYE-RENKAS	13	PATRICIA	WESTERMAN
5	DEBORAH	NOLL	14	RON	HUEBSCHER
5	ROBERT	NOLL	14	JOY	PETERSON

5	PAUL	GAST	14	CATHY	SKERIS
5	BETTY	HAEVERS	14	MARY ANN	SIMONIS
5	ELIZABETH	OBENBERGER	14	JILL	VERHEYEN
6	CAROL	HAEN	15	ANN	HARTMAN
6	BOB	WARTENBER	15	KAREN	SEAS
		G			
6	MIKE	DAVISON	15	CAROL	NOACK
6	DAVID	DEMRO	15	MARY	STENLUND
6	ROSANNE	SHACKELFOR	16	JOYCE	FRITZ
		D			
7	BARRY	BASTEN	16	ELLEN	HUEBNER
7	JOYCE	CATALANO	16	CAROL	MANNING
7	DAVID	CATALANO	16	MARGUERITE	GRUNWALD
7	AUDREY	HANES	16	BARBARA	ZELLER
7	SHARON	BALDUCCI	17	LOIS	BADER
7	MYRTLE	RIPLEY	17	PATRICIA	DE WITT
8	JOHN	WATZKA	17	JAN	DENEYS
8	MARY E	KRUTZ	17	NORMA	TESKE
8	BETSY	WHITTON	17	KAREN	VUILLEMIN
8	LIZ	BELONGIA	17	MARY	WILTING
8	SKYLENE	VAN DEN	18	NANCY	DAHLKE
		HEUVEL			
9	KATHY	DALEY	18	MARY	GIBSON
9	CAROL	SEVCIK	18	JOAN	REIMER
9	BETTY	COX	18	JUDY	KRAWCZYK
9	DOMINIC	GIERCZAK	18	JOYCE	JANUS
9	LORNA	JAEGER	18	TERRI	RACINE
10	KAREN	GREATENS	19	DONNA	KING
10	DAVE	RACINE	19	GLORIA	MORGAN
10	MARGE	SCHNEIDER	19	ANDREA	ERICKSON

## **PETITIONS & COMMUNICATIONS**

### **ECONOMIC DEVELOPMENT AUTHORITY**

Request by Ald. Thomas DeWane to have staff check for contaminations on the old Tilleman Nursery property on University Avenue that may be eligible for Brownfield Grants.

### **FINANCE & PARK COMMITTEES**

Request by Ald. Wery that, should the Colburn Olympic Pool Project come in higher than the original \$4.5 million estimate, "up to" \$1 million of the excess stadium tax revenue be utilized to fund the overage.

## IMPROVEMENT & SERVICE COMMITTEE

Request by Ald. Scannell to consider moving the cement boat moored at the southwest side of the Walnut Street bridge.

Request by Ald. Thomas DeWane to discuss, with possible action, the cost for permits for storm sewer work.

Request by Ald. Nicholson for a mini-sewer in the vicinity of Schwartz and E. Mason Streets.

Request by Ald. Moore to notify households and business owners along Webster Avenue, University Avenue to Radisson Street, that a consultant has been selected for reconstruction and to put together a “very” general timeline of the next steps, leading up to a time for public comment.

## PROTECTION & WELFARE COMMITTEE

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

Application for a “Class B” Combination License by Mary S. Besaw at 2148 University Avenue. (Currently Lee & Lee, Inc.)

## TRAFFIC COMMISSION, PLAN COMMISSION AND IMPROVEMENT & SERVICE COMMITTEE

Request by Ald. Steuer that City Planning, DPW, Parks and Police examine the County bicycle and pedestrian plan to look at ways to implement more lanes, with safety in mind, throughout the City.

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 PARK COMMITTEE

December 15, 2015

The Park Committee, having met on Wednesday, December 9, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. A. To officially recognize that the \$1,000,000 fundraising goal by the Friends of Colburn Pool has been met.

- B. To proceed with the Council-approved pool design that the Friends of Colburn Pool group has fundraised towards.
  - C. To direct staff to proceed with sending out a Request for Proposals to hire a pool engineer, discuss potential funding options with the Finance Director, and bring this back to the Park Committee for review and approval.
  - D. To accept naming rights donations contingent upon staff working with the donors to finalize the naming, signage, and signage placement and bring this back to the Park Committee for review and approval.
2. To approve the staff recommendation for the 2016 Community Development Block Grant proposal and forward this request to the Redevelopment Authority for approval.
  3.
    - A. To approve the award to purchase picnic table frames from R.J. Thomas Mfg. Co. for \$22,056.
    - B. To approve the award to purchase park shelter doors from LaForce Inc. for \$12,794.
  4. To receive and place on file the Director's Report.

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

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

Moved by Ald. Moore, seconded by Ald. Wery to amend Section 1B by inserting "Olympic" in front of "pool design" and by adding "to commit at least \$3.5 million as was previously committed by the City Council." Motion carried.

Moved by Ald. Wiezbiskie to refer Item #1 back. Motion died for lack of a second.

Moved by Ald. Scannell to include proposals for an Olympic size pool and other smaller pools. Motion died for lack of a second.

Moved by Ald. Moore, seconded by Ald. Thomas DeWane to amend Section 1D by replacing "naming rights" with "all" and by adding "to encourage the City and the Friends of Colburn to seek additional funding sources as well." Motion carried.

Moved by Ald. Zima, seconded by Ald. Moore to amend Section 1C by deleting "discuss potential funding options with the Finance Director,". Motion carried.

Moved by Ald. Moore, seconded by Ald. Wiezbiskie to adopt Item #1 as amended.

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

**REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT  
AUTHORITY MEETING  
December 15, 2015**

The Economic Development Authority having met on Wednesday, December 9, 2015 considered all matters on its agenda and wishes to report the following:

1. To receive and place on file request by Ald. Moore to discuss and review development options for 418 and 420 N. Monroe Avenue (Parcels 11-91 and 11-92), the former Body Shop.
2. To approve staff's recommendation to create Brownfields Revolving Loan Fund Advisory Committee contingent upon receipt of EPA Brownfields Grant.

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

**REPORT OF THE GREEN BAY PLAN COMMISSION  
DECEMBER 15, 2015**

The Green Bay Plan Commission, having met on Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the I-43 Business Center Planned Unit Development by changing the land use designation of Parcel 21-171-2, located in the 3450 Block of East Mason Street, from Exclusive Office-Entertainment to Light Manufacturing.
2. To amend a Conditional Use Permit (CUP) for an Assisted Living Facility located at 421 Erie Road, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional use permit, including standard site plan and building plan review and approval, along with the following condition:
  - A. An expansion on Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.
3. To rezone the future lots proposed at 1905 & 1911 Main Street from General Commercial (C1) to Highway Commercial (C2).
4. To discontinue a sanitary sewer easement located at 1940 Main Street subject to the following condition:
  - A. Relocation of AT&T's existing facilities, if required, is compensable.
5. To vacate a portion of unimproved right-of-way at 1940 Main Street, subject to the following conditions:
  - A. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.

- B. The Green Bay Water Utility shall retain the right to move their existing water utility curb boxes out of this right-of-way area.
6. To amend Chapter 13-519(g) regarding parking of recreational vehicles as follows:  
*(g) Recreational vehicles must be operational and owned by and registered to the owner or the legal tenant of the property and must bear current license registrations as applicable.*
7. To modify the notification process to affected property owners as it may relate to comprehensive plan amendments and zoning petition requests:  
*The Commission will notify property owners within 200 ft. of a pending rezoning and/or comprehensive plan amendment if the total requested area is less than 3 acres in size. For areas greater than 3 acres, the Commission will notify property owners within 400 ft. of the total requested area. The Commission directs staff to contact the affected Alderperson(s) to determine if additional notification is necessary as a result of unique circumstances related to the request or neighborhood; neighborhood associations, business districts and any other special interest group that may be affected by a request. Notices shall also be placed on available social media platforms as adopted by the City of Green Bay.*

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

## **REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY December 15, 2015**

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

1. To amend the Authenticity Plan adding language so that the City is made whole on any future development of the Baylake Bank parcel.
2. To approve the Continuing Guaranty (Limited) to the Bank of Luxemburg, subject to minor legal and technical amendments (copy attached).
3. To approve the Development Ageement for Larsen Green and DDL Holdings (copy attached) with the following contingencies:
  - a. On or before December 14, 2015, the On Broadway, Inc. Board of Directors and/or the Larsen Green Governing Board affirmatively votes to transfer title of 420 N. Broadway (Tax Parcel 5-1756) and 520 N. Broadway (Tax Parcel 5-1757) to the Redevelopment Authority of the City of Green Bay; and
  - b. On or before December 31, 2015, On Broadway, Inc. transfers title of 420 N. Broadway (Tax Parcel 5-1756) and 520 N. Broadway (Tax Parcel 5-1757) to the Redevelopment Authority of the City of Green Bay.

**DEVELOPMENT AGREEMENT**  
**Larsen Green and DDL Holdings**

THIS 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"), and **DDL HOLDINGS, LLC**, a Wisconsin Limited Liability Corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

**WITNESSETH:**

WHEREAS, On Broadway, Inc. (hereinafter "OBI") has owned the property legally described on the attached Exhibit A hereto (tax parcels 5-1741 through 5-1750, 5-1756 and 5-1757) located between Dousman and Mather Street consisting of approximately 16 acres (including all land and improvements, hereinafter defined as the "Property"); and

WHEREAS, DEVELOPER has purchased property adjacent to the Property and developed that property as an expansion of Titledown Brewery along with other commercial uses, including The Cannery restaurant; and

WHEREAS, DEVELOPER desires to purchase the Property and act as master developer to construct a mixed use complex potentially consisting of commercial, retail, office, parking and residential space (hereinafter defined as the "Project") to complement its previous and adjacent development; and

WHEREAS, the CITY and RDA desire to have DEVELOPER purchase and construct an active mixed-use development consisting of commercial, retail, office, parking and residential space, which will generate economic activity and tax base for the community consistent with the City's Comprehensive Plan; and

WHEREAS, DEVELOPER has requested and will receive Tax Incremental Finance assistance from the RDA and CITY to allow for the development to occur, and

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 DEVELOPER OBLIGATIONS.  
DEVELOPER proposes to construct on the Property a mixed use project consisting of commercial, retail, office, parking and residential space.

- A. DEVELOPER shall purchase the entire Property on or before December 1, 2016, for a total purchase price of \$3,100,000.00. DEVELOPER shall purchase a portion of the Property equal to or greater than \$350,000.00 by June 1, 2016. If DEVELOPER does not purchase a portion of the

Property by June 1, 2016, or the entire Property on or before December 1, 2016, then this Agreement shall automatically terminate.

- B. DEVELOPER shall commence construction (the "Commencement Date") no later than December 31, 2016, with DEVELOPER taking such action as necessary and required to receive all municipal approvals from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
- C. DEVELOPER shall complete construction (which shall be deemed achieved by the mutual agreement of the Parties) by December 31, 2021, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- D. 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.
- E. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- F. The PARTIES shall work cooperatively to develop and mutually approve the Preliminary Concept Plan, to be attached as Exhibit B. The RDA or the DEVELOPER may at any time propose modifications to the Preliminary 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.
- G. 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.
- H. This Project is not for speculation or speculative purposes.

## II. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER may transfer the Property only upon the RDA's written consent. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the RDA's written consent. In the event a transfer occurs without RDA approval, the RDA/CITY may request or institute legal action for immediate repayment of all CITY financial assistance by DEVELOPER.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling any portion of the Property to a non-profit or tax-exempt organization unless agreed to writing in by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Project Site 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 promptly of such occurrence.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Preliminary Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Preliminary 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 Preliminary Concept Plans; provided, however, that the RDA shall approve such revised Preliminary 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 Preliminary 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.
- G. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Preliminary Concept Plans for submission to the RDA. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose

further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Preliminary Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to 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.

- H. DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, 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 by the DEVELOPER, the DEVELOPER shall file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the Project Site (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Project Site or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.

### III. FINANCING.

- A. CITY shall provide \$100,000.00 of Tax Incremental Financing (TIF) per \$1,000,000.00 of guaranteed assessed value to fund project costs related to the Project.
- B. The Base Value of the Property shall be \$4,000,000.00.
- C. Project Costs may include property acquisition, parking lot improvements, or other lawful project costs deemed appropriate by the RDA. This amount along with all related bond costs such as capitalized interest, issuance fees, debt service reserve fund, etc., shall be known as the Project Grant.
- D. In order for this Project to occur, CITY shall contribute the Project Grant to

DEVELOPER. DEVELOPER agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. DEVELOPER guarantees that taxes paid will be no less than the taxes required for a \$100,000.00 Project Grant per \$1,000,000.00 of guaranteed assessed value and cover the principal amount necessary to fund the Project Grant and the interest rate of the RDA or CITY's bonds.

- E. CITY shall disburse the Project Grant to DEVELOPER on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY or RDA's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph G below (incorporating Exhibit C) shall be required and may apply to any Deficit Payment. Any Deficit Payment shall be paid to the City no later than January 15<sup>th</sup> of each year.
- F. **Personal Guarantee.** Any and all individual members of the DEVELOPER shall personally guarantee all of the CITY's debt service incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The personal guarantee for each individual member of DEVELOPER is attached as Exhibit C and hereby incorporated by reference. The CITY's Debt Service is defined as the cost of borrowing TIF funding over a period up to twenty (20) years. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on an annual basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the CITY's Debt Service or the termination of this Agreement.
- G. DEVELOPER represents and warrants that TIF supported funds shall be used to fund Project improvements such as, building foundations, underground parking, storm water management facilities, parking lot construction, entryway construction, and other activities as approved by the RDA. DEVELOPER shall be responsible for bond issuance costs, in addition to principal and interest, for TIF funds.
- H. DEVELOPER shall provide RDA with evidence of a funding gap, a detailed list of sources and uses of funds, and project budget including

- expected cash flows, to demonstrate the need for TIF assistance.
- I. All TIF funded improvements shall be completed by the time DEVELOPER is granted an occupancy permit.
  - J. After DEVELOPER obtains a Certificate of Occupancy or occupancy permit, DEVELOPER shall be entitled to fifty percent (50%) of the property taxes levied on the property value increment in the form of a pay-as-you-go TIF until 2033.
  - K. DEVELOPER shall provide RDA with a copy of any annual audited financial statement for the Project until the TIF debt has been satisfied in full.

#### IV. ENVIRONMENTAL.

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the Property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any site clean-up costs, which is contingent upon CITY or RDA approval.
- 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 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. The provisions of this Section 20 shall survive the conveyance to Developer of the RDA Property.

V. MUTUAL RIGHTS OF ACCESS.

- A. After purchasing the Property, the DEVELOPER shall permit representatives of the RDA and CITY 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.
- B. NO CHARGE. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VI. OTHER RIGHTS AND REMEDIES.

- A. TERMINATION AND REMEDIES. 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 ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such 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 development 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 to this agreement exist outside of this Agreement.

- B. 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.
- C. 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 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.
- D. 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.
- E. INSURANCE. Prior to commencing construction under this Agreement, 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 Site 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 and CITY as an additional insured, subordinate

in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, 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.

- F. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. 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 representatives 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. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- H. THIRD PARTIES. 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. NO PARTNERSHIP CREATED. 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. FORMALITIES AND AUTHORITY. 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. NOTICES AND DEMANDS. 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:                    DDL Holdings, LLC  
  Attention: Paul B. Belschner  
  300 North Broadway, Ste. 2B  
  Green Bay, WI 54303

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. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession 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

---

Kevin J. Vonck, Executive Director

Attest:

**City of Green Bay**

---

James J. Schmitt, Mayor

---

Kris Teske, Clerk

Attest:

**DDL Holdings, LLC**

**EXHIBIT A  
LEGAL DESCRIPTION**

**EXHIBIT B  
PRELIMINARY CONCEPT PLAN**

**EXHIBIT C  
PERSONAL GUARANTEE OF SPECIFIC TRANSACTION**

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1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay (“Lender”) to extend credit to DEVELOPER, hereinafter “Debtor,” the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated \_\_\_\_\_, 201\_\_ (the “Development Agreement”), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

Dated at \_\_\_\_\_, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_, subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires \_\_\_\_\_

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

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

Moved by Ald. Wery, seconded by Ald. Thomas DeWane to suspend the rules to allow interested parties to speak. Motion carried.

Jim Sanderson, 417 Cambridge Street, wanted part of the land for historical purposes. Janet Angus, 1403 Shirley Street, didn't feel the Council should go into closed session. Lynn Austin, 1449 Morrow Street, talked about the history of the land.

David Donoian, 1863 Little Valley Court, wanted his commission and put a lien on the property.

Kim Wynn, 1520 N. Edison, Milwaukee, from BMO, explained the loan.

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

Moved by Ald. Scannell, seconded by Ald. Thomas DeWane to convene in closed session.

*Roll call:* Ayes: Wiezbiskie, Thomas DeWane, Tim DeWane, Nennig, Moore, Scannell, Steuer, Danzinger, Sladek. Noes: Nicholson, Zima. Abstaining: Wery. Motion carried. Ald. Scannell read the following:

With regard to Item #3, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public

business, whenever competitive or bargaining reasons require a closed session and pursuant to Section 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel concerning litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to reconvene in open session. Motion carried.

Moved by Ald. Sladek to amend Section III, FINANCING, A. by inserting "increment" between "assessed" and "value" and to amend Section C. by deleting "This amount along with" and "known as the Project Grant" and adding "responsibility of the Developer." at the end of said section.

Moved by Ald. Moore to amend said item adding the following:

That the developer will dedicate a minimum ½ acre of the original Fort Howard footprint for historical purposes.

To direct legal staff to engage in negotiations or any legal action regarding clean title as directed in closed session and negotiations of any third party fees.

A roll call vote was then taken on the three motions to amend Item #3.

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

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to adopt Item #3 as amended.

*Roll call:* Ayes: Wiezbiskie, Nennig, Moore, Scannell, Steuer, Danzinger, Sladek.

Noes: Nicholson, Tim DeWane, Wery, Zima. Abstaining: Thomas DeWane. Motion carried.

## **REPORT OF THE TRAFFIC COMMISSION December 15, 2015**

The Traffic Commission having met Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the request to establish a 4-WAY STOP condition on Hillside Lane and Bader Street.
2. To receive and place on file the request to flip the 2-WAY YIELD condition from Spence Street to Thorndale Street at the intersection.
3. To deny the request to establish a 4-WAY STOP condition on South Point Road at Parkwood Drive.
4. In the Spring of 2016, to stripe South Point Road with 1-10 foot travel lane, 1-5 foot bike, and 1-7 foot parking lane in each direction, from Cormier Road to Hazelwood Lane, with the goal of permanently reducing motorist speeds and attaining voluntary motorist speed compliance through the use of narrower lane widths.

5. To refer to staff for study the restriping of South Point Road from Hazelwood Lane to West Point Road.
6. For the Police Department to continue enforcing speeds on South Point Road near Parkwood Drive, and do so consistently, both before and after lane restriping, until the 85th percentile speeds are reduced to 30 mph or less.
7. To refer to the Improvement & Service Committee to order in sidewalks on one or both sides (west side if the one side option is selected) of South Point Road from Cormier Road to Hazelwood Lane.
8. To receive and place on file the documented speed study along West Point Road from South Point Road to Packerland Drive.
9. In the Spring of 2016, to stripe West Point Road with 1-10 foot travel lane, 1-5 foot bike, and 1-7 foot parking lane in each direction, from South Point Road to Packerland Drive, with the goal of permanently reducing motorist speeds and attaining voluntary motorist speed compliance through the use of narrower lane widths.
10. For the Police Department to continue enforcing speeds on West Point Road from South Point Road to Packerland Drive, and do so consistently, both before and after lane restriping, until the 85th percentile speeds are reduced to 30 mph or less.
11. To refer to staff for study the restriping of West Point Road from a point 600 feet east of Hillcrest Drive to South Point Road.
12. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Henry Street from a point 200 feet south of Morrow Street to Brook Street, and adopt by ordinance.
13. To establish a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Henry Street from a point 280 feet south of Morrow Street to Brook Street, and adopt by ordinance.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the report with the exception of Item #7. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt Item #7.

Moved by Ald. Sladek, seconded by Ald. Thomas DeWane to receive Item #7 and place it on file. Motion carried.

## **REPORT OF THE FINANCE COMMITTEE DECEMBER 15, 2015**

The Finance Committee having met on Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the award to purchase Cisco Fire Wall Hardware and Fire Power Software to Camera Corner Connecting Point for \$48,995.
2. To approve the award to purchase a 2016 Type III Ambulance to Everest Emergency Vehicles for \$172,912.
3. To approve the purchase of a 2016 Fire Engine Pumper from Pierce Mfg. for \$584,265.
4. To approve the award of a 5 year contract for vehicle towing to Crosby Heavy Duty Wrecker Service at the estimated cost of \$45,500 (\$9,100 per year.)
5. To approve the request to transfer \$23,000 from contingency fund to Police and Fire Commission budget to cover additional costs incurred to hire 18 fire fighters, 12 police officers and police chief.
6. To recommend addressing, in conjunction with a regular or special session Common Council meeting, the request by Ald. Wery to begin discussions and take public input on how to utilize the approximately \$5.4 million dollars being rebated from excess stadium tax revenue when State passes the final bill.
7. To hold until next meeting for further information the request by Ald. Tim DeWane to review Green Bay Housing Authority's tax exempt status and its past history as a whole.

2015 Contingency Fund  
\$69,220

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

**REPORT OF THE  
IMPROVEMENT AND SERVICE COMMITTEE  
December 15, 2015**

The Improvement and Service Committee, having met on December 9, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Mike Strainis, owner of Lucky 7's, 1313 S. Broadway, to renew the overnight parking exemption for employees' safety when they work until approximately 3:45 a.m. for 2016. The exemption will be reviewed on an annual basis.

2. To approve the request by T. Wall Enterprises to establish an agreement to rent up to 12 parking stalls in the Main Street Ramp for CityDeck Landing Building tenants.
3. To approve the request by Jane Walsingham, of Mednikow Inc., owner of the property located at 1589 Main Street, for a refund of overpaid storm water charges from December of 2010 to present, in the amount of \$1,391.58.
4. To refer to staff the request by Ald. Zima, on behalf of residents, that the City consider placing street lights in the 1000 block of St. Paul Street.
5. To refer to staff the request by Ald. Zima, on behalf of residents, that the City consider placing street lights in the 1200 block of Fourteenth Avenue.
6. To place on hold, until the first Improvement & Service Committee meeting in January 2016, the request by Ald. Zima, on behalf of the residents of Green Bay, that the Public Works Department make a comprehensive study of the storm water sewer system in Green Bay and further that the department provide for council consideration an estimate of the cost of updating our sewer system to resolve the ongoing water problems that continue to plague numerous neighborhoods.
7. To place on hold, until the first Improvement & Service Committee meeting in January 2016, the request by Ald. Zima that the City consider allowing any person with a junk pickers license permission to remove items from the household waste dump sites on both the east and west side, which would reduce the amount of household waste, which eventually ends up in the landfill at an increased cost to City taxpayers.
8. To receive and place on file the request by Ald. Tim DeWane to consider a re-use day, four times a year, where people can put items, such as windows, metal doors, cabinets, etc., out to the curb for pick up, and to request staff to work with Ald. DeWane to develop educational materials for alternatives for disposal of re-useable materials.
9. To approve the request by the Department of Public Works to enter into a two-party agreement with Ayres Associates, Inc., for design services associated with the reconstruction of North Webster Avenue, University Avenue to Radisson Street, in the amount of \$249,243.00.
10. To receive and place on file the request by Department of Public Works to replace four (4) automated collection truck arms with the manufacturer's updated/improved design, instead of rebuilding the existing/outdated arms.
11. To approve the 2016 Department of Public Works and Parking Division capital vehicle/equipment acquisition plan.

12. To approve the request by Department of Public Works to award a Professional Engineering Service Contract with AECOM for the Elizabeth Street Drainage Basin Hydraulic and Hydrology Analysis.
13. To approve the request by the Department of Public Works to award a Professional Engineering Service Contract to McMAHON Associates, Inc., for storm water design services for the proposed Superior Road Storm Water Facility.
14. To approve the 2016 Sanitary District Rates.
15. To approve the 2016 Storm Water Utility Rates as follows:  
  
Monthly charge = \$5.87/ERU;  
Yearly Charge = \$70.47/ERU.
16. To approve the request by Parking Division to replace all parking system PARCS equipment at one time to save money, instead of spreading the project over 3 to 4 years.
17. To approve the 2016 Parking Division rate structure as amended by increasing the fee for "Truck off truck route" from \$60 to \$100.
18. To approve the report of the Purchasing Manager:
  - A. To award a 2 Year Contract for Wastewater Monitoring to Badger Laboratories for \$280,260, with options for three 1-Year extensions by mutual agreement.
  - B. To award a 3 year contract for Security Services for the Parking Division to G4S Secure Solutions USA, Inc. for \$249,537, with options for two 1-Year extensions by mutual agreement.
  - C. To award the purchase of a Tire Changing Machine to Meyers Tire Supply for \$12,559.
  - D. To award the purchase of two 4WD Utility Tractors to EIS Equipment Inc. for \$90,408.
  - E. To award the purchase of Traffic Signal and Control equipment to the low responsive, responsible bidder(s), Tapco in the amount of \$41,629.92.
  - F. To award the purchase of Light Poles, Luminaires, and related equipment to the low responsive, responsible bidder(s), Neher Electric awarded Light Poles – item 1, in the amount of \$5,250, and Cicso Distributing awarded items 2-5 in the amount of \$9,940.

- G. To award the purchase of T8 LED Replacement Lamps to GreenTek Systems for \$23,079.
  - H. To award to purchase new Automated Lift Arms for 5 Recycling Trucks from Loadmaster for \$20,500.
19. To approve the application for a Concrete Sidewalk Builder's License by J & D Services.

Moved by Ald. Wiezbiskie, seconded by Ald. Tim DeWane to adopt the report with the exception of Items #1 and #8. Motion carried.

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

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

Moved by Ald. Tim DeWane, seconded by Ald. Wiezbiskie to refer Item #8 back to the Improvement & Service Committee. Motion carried.

## **REPORT OF THE PERSONNEL COMMITTEE**

### **December 15, 2015**

The Personnel Committee, having met on Monday, December 7, 2015 considered all matters on its agenda and reports and recommends the following:

1. To modify Personnel Policy, Chapter 25 - Crossing Guard Benefits, Section 25.6 Snow Day, to Unplanned School Cancellations/Inclement Weather and change the number of paid days off to two per school year.
2. To approve the reclassification of the Director of Parks, Recreation and Forestry position from pay grade 41 (\$71,882 - \$94,309) to pay grade 43 (\$87,518 - \$108,852) and place the incumbent at step 3 effective at the beginning of the pay period in which January 1, 2016 occurs.
3. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Office Manager – Police Department
  - b. Clerk Typist III – Community Services Agency
  - c. Engineering Technician – Public Works
4. To approve out-of-state travel for Detective John Peters to attend the 2016 National Law Enforcement Training on Child Exploitation in Atlanta, GA April 19-22, 2016.
5. To hold until the next Personnel Committee meeting the request to reclassify the Assistant Fire Chief positions from pay grade 40 (\$71,060 - \$88,279) to pay grade 41 (\$75,882 - \$94,309) effective at the beginning of the pay period in

which January 1, 2016 occurs for additional salary and benefit comparisons with surrounding cities and the revised job descriptions.

6. To approve the reclassification of the Director of Finance/Comptroller position from pay grade 42 (\$81,114 - \$100,848) to pay grade 43 (\$87,518 - \$108,852) and place the incumbent at step 3 effective at the beginning of the pay period in which January 1, 2016 occurs. 2-1 vote, Ald. Nicholson voted no.
7. To hold until the next Personnel Committee meeting the request to consider contracting with Carlson Dettman Consulting to conduct a classification and compensation study of all regular positions in the City, except for protective service positions and engineering positions previously studied. The cost of conducting the study is estimated to be \$59,500, plus mileage and travel expenses not to exceed \$3,000.
8. To receive and place on file the quarterly report on the number of speeding citations issued by the Green Bay Police Department.
9. To approve binding coverage with Affiliated FM for the City of Green Bay's property insurance including Lambeau Field for a cost savings of \$350,000.
10. To receive and place on file the report of routine personnel actions for regular employees.
11. To hold on scheduling the date for the next Personnel Committee meeting.
12. To receive and place on file the update on labor negotiations.

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

Moved by Ald. Moore, seconded by Ald. Steuer to adopt Item #1.

Moved by Ald. Nennig, seconded by Ald. Wiezbiskie to amend Item #1 by adding "subject to change based on alterations to the school contract". Motion carried.

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

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt Item #3. Motion carried.

## **PROTECTION & WELFARE COMMITTEE REPORT**

### **December 15, 2015**

The Protection & Welfare Committee, having met on Tuesday, December 8, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the notice of the change of agent for Apple Hospitality Group, LLC at 2420 E. Mason Street.
2. To receive and place on file the request by Ald. Wery to review, with possible action, Oval Office's liquor and adult entertainment licenses due to potential illegal activity off-site on October 18, 2015. Ald. Steuer voted no.
3. To refer to staff the request by Ald. Wery and Ald. Nicholson for the City of Green Bay to create its own campaign finance ordinance.
4. To receive and place on file the request by Ald. Zima for a thorough review of the taxi cab ordinance and Uber license to eliminate any differences in the two licenses.
5. To refer to Finance to approve the purchase of two skunk traps.  
To refer to Personnel the issue of replacing damaged uniforms.
6. To deny the appeal by Michael L. Andrews to the denial of his Public Vehicle Operator License application. Ald. Scannell voted to approve.
7. To approve the request by Ald. Nicholson for council to draft a resolution restoring zoning control of cell towers.

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

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

Moved by Ald. Nicholson, seconded by Ald. Zima to refer Item #2 back to the Protection & Welfare Committee with direction of a pre-hearing for a quasi-judicial. Motion failed.

Moved by Ald. Zima, by substitution, seconded by Ald. Nicholson to refer Item #2 to the Police Department to use their judgement to issue a fine and report back to the committee.

*Roll call:* Ayes: Nicholson, Moore, Wery, Zima, Danzinger, Sladek. Noes: Wiezbiskie, Thomas DeWane, Tim DeWane, Nennig, Scannell, Steuer. Motion tied with the Mayor casting the deciding no vote.

A vote was then taken on the motion to adopt Item #2. Motion carried with Ald. Nicholson voting no.

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

Albers, Ronald P  
Brennan, Aubrey A  
Deswarte, Jennifer I  
Dufour, Miranda S  
Endter, Jeannette P  
Ferron, Christopher D  
Flanagan, Marvina T  
Fonseca, Rebekka L  
Gonzalez, Jennifer R  
Hearden, Francesca P  
Hendrickson, Tiffany A  
Hinkens, Carissa A  
Jensen, Steven R  
Kervin, Elizabeth A  
Kittell, Christine A  
Loucks, Hanna M  
Mendolla, Shauna M  
Mesidor, Annaice M  
Mjelde, Donald J  
O'Donnell, Dennis N  
O'Donnell, Joanne H  
Oldenburg, Kenneth L  
Opolka, Scott M  
Petasek, Brett M  
Peters, Brenda L  
Petry, Mark A  
Ray, Benjamin L  
Renard, Nicholas M  
Rezachek, Taylor P  
Saunders, Christina M  
Shockley, Kaylan R

Skenandore, Brittney L  
Wallace, Adrienne E  
Watson, Melissa A  
White, Dakota A  
Willer, Nick O  
Williams, Jay A  
Wright, Colby D

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

## RECEIVE & PLACE ON FILE

Building Permit Report for November, 2015.

Moved by Ald. Scannell, seconded by Ald. Steuer to receive the report and place it on file. Motion carried.

## **RESOLUTIONS**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Green Bay, Brown County, Wisconsin (the "City") to raise funds for public purposes, including for the purpose of resolving the City's obligations under a Guaranty that (a) was executed by the City in favor of M&I Marshall & Ilsley Bank, predecessor in interest to M&I New Markets Fund, LLC (the "Fund"), (b) secures the obligations of On Broadway, Inc. (the "Borrower") under its Promissory Note dated June 11, 2007, in the original amount of \$3,000,000, as previously amended, and as amended, restated, modified or renewed from time to time (the "Borrower Note"), and (c) was authorized by resolution of the Common Council of the City duly adopted by that governing body at a meeting held on May 1, 2007, by purchasing the Borrower Note (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to issue a taxable general obligation promissory note in the principal amount of the purchase price of the Borrower Note to pay the costs of the Project, and to sell the note to BMO Harris Bank N.A. (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Note; Definitions. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum equal to THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29) from the Purchaser. To evidence the obligation of the City to pay that amount, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, a taxable general obligation promissory note in the principal amount of THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29) (the "Note") in exchange for the principal amount thereof. The proceeds of the Note will be used to pay the purchase price under the Purchase Agreement (as defined below) in connection with the assignment to the City of Loan Documents (as defined below).

For purposes of this Resolution, the following terms shall have the following meanings:

"Debt Service Fund Account" means the Debt Service Fund Account for Taxable General Obligation Promissory Note, dated December 16, 2015 established under Section 6 below.

"Loan Documents" means the following documents:

1. Loan Agreement between On Broadway, Inc. and M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated June 11, 2007.
2. Promissory Note dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, in the principal amount of \$3,000,000.00.
3. Guaranty executed by the City of Green Bay in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated June, 2007.
4. Hazardous Substances Certificate and Indemnity Agreement between On Broadway, Inc. and M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated March 11, 2013.
5. Mortgage dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, recorded as Document No. 2317850.
6. Assignment of Rents dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, recorded as document no. 2317851.
7. Forbearance Agreement and Amendment to Loan Documents dated March 6, 2014 between On Broadway, Inc. and M&I Marshall & Ilsley Bank, for itself and on behalf of M&I New Markets Fund, LLC.
8. Stipulation Consenting to Shortened Redemption Period dated March 6, 2014 between On Broadway, Inc. and BMO Harris Bank N.A, for itself and on behalf of M&I New Markets Fund, LLC.
9. Second Forbearance Agreement and Amendment to Loan Documents dated June 15, 2015 among On Broadway, Inc., BMO Harris Bank N.A. and M&I New Markets Fund, LLC.
10. Consent and Ratification Agreement dated June 15, 2015 between the City of Green Bay and BMO Harris Bank N.A, for itself and on behalf of M&I New Markets Fund, LLC.

Section 2. Terms of the Note. The Note shall be designated "Taxable General Obligation Promissory Note"; shall be issued in the principal amount equal to \$3,086,668.29; shall be dated December 16, 2015; shall be in the denomination of \$100,000 or more; shall be issued as a single note; and shall bear interest at the rate of 4.47% per annum; provided that after a default, the Note shall bear interest at the rate of 6.47% per annum. Principal of and interest on the Note shall be payable in installments on December 15 and June 15 (each a "Payment Date") of each year, in the amount necessary to cause the aggregate payments made under the Note as of such Payment Date to equal the minimum aggregate amounts required to be paid as of such Payment

Date as set forth on the attached Exhibit A, which payments shall be due and payable on each such Payment Date.

Interest shall be calculated on the actual number of days principal is outstanding on a 360 day basis. Payments shall be applied first to accrued interest, then to principal and then to the Purchaser's fees and costs.

Each of the following shall be a default under the Note: (a) any failure of the City to make any payment when due under the Note, and (b) any failure of the City to comply with or to perform any other term or condition of the Note.

Section 3. Optional Redemption Provisions. The Note shall be subject to redemption prior to maturity in whole or in part, and if in part, from installments or portions thereof selected by the City, at the option of the City, on any date, at a redemption price equal to the principal amount of the Note to be redeemed, plus accrued interest to the date of the redemption.

Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax, in an amount and at the times sufficient for that purpose, in the years 2015 through 2018, in such amounts as are necessary to provide for payment of principal and interest on the Note when due in the years 2016 through 2019.

(B) Tax Collection. So long as any part of the principal of or interest on the Note remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of that tax until all such payments have been made or provided for. After the issuance of the Note, from year to year that tax shall be carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for those years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, that shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established the Debt Service Fund Account to be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any premium that may be received by the City above the par value of the Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Note when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Note; Segregated Borrowed Money Fund; Approval of Purchase Agreement. The proceeds of the Note (other than any premium and accrued interest that must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Note has been issued have been accomplished, and, at any time, any monies that are not needed and that obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

The Purchase Agreement and Assignment of Loan Documents between M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, and the City, in substantially the form attached hereto as Exhibit C (the "Purchase Agreement"), is hereby approved. The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver such document in substantially the form attached hereto with such insertions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections.

Section 8. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. If either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 9. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Note of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Note necessary to effect any such transfer.

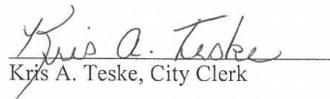
Section 11. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 12. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 15, 2015.

  
James J. Schmitt, Mayor

ATTEST:

  
Kris A. Teske, City Clerk

(SEAL)

EXHIBIT A

Minimum Aggregate Payment Schedule

<u>PAYMENT DATE</u>	<u>MINIMUM AGGREGATE PAYMENTS</u>
June 15, 2016	\$333,446.77
December 15, 2016	\$688,490.25
June 15, 2017	\$1,045,889.66
December 15, 2017	\$1,405,257.62
June 15, 2018	\$1,766,911.00
December 15, 2018	\$2,130,603.44
June 15, 2019	\$2,496,510.79
December 15, 2019	remaining principal balance and all unpaid accrued interest (including unpaid fees)

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
BROWN COUNTY  
CITY OF GREEN BAY  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

DOLLARS  
\$3,086,668.29

ORIGINAL DATE OF ISSUE: December 16, 2015  
INTEREST RATE: 4.47%

REGISTERED OWNER: BMO HARRIS BANK N.A.

PRINCIPAL AMOUNT: THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29)

FOR VALUE RECEIVED, the City of Green Bay, Brown County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Registered Owner identified above (or to registered assigns), the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. On December 15 and June 15 (each a "Payment Date") of each year, the City shall pay the amount necessary to cause the aggregate payments made under this Note as of such Payment Date to equal the minimum aggregate amounts required to be paid as of such Payment Date as set forth on the attached Schedule A, which payments shall be due and payable on each such Payment Date.

For purposes of this Note, the following terms shall have the following meanings:

"Borrower" means On Broadway, Inc.

"Borrower Note" means the Promissory Note dated June 11, 2007 and executed by Borrower in favor of M&I Marshall & Ilsley Bank and assigned to the Fund in the original amount of \$3,000,000.00, as previously amended, and as amended, restated, modified or renewed from time to time.

"Fund" means M&I New Markets Fund, LLC.

Interest shall be calculated on the actual number of days principal is outstanding on a 360 day basis. Payments shall be applied first to accrued interest, then to principal and then to the Registered Owner's fees and costs. After default this Note shall bear interest at the rate of 6.47% per annum.

Each payment of principal of and interest on this Note is payable in lawful money of the United States by the City Clerk or City Treasurer (the "Fiscal Agent"). Payment of each installment of principal and interest (except the last) shall be made to the Registered Owner

hereof who shall appear on the registration books of the City maintained by the Fiscal Agent and shall be paid by check or draft of the City mailed to such Registered Owner at its address as it appears on such registration books or at such other address as may be furnished in writing by such Registered Owner to the Fiscal Agent. The last installment of principal and interest on this Note shall be payable only upon presentation and surrender of this Note at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including for the purpose of resolving the City's obligations under a Guaranty that (a) was executed by the City in favor of M&I Marshall & Ilsley Bank, predecessor in interest to the Fund, in relation to the obligations of Borrower under the Borrower Note, and (b) was authorized by resolution of the Common Council of the City of Green Bay duly adopted at a meeting held on May 1, 2007. This Note was authorized by resolution of the Common Council of the City of Green Bay duly adopted by that governing body at a meeting held on December 15, 2015. Those resolutions are recorded in the official minutes of the Common Council for those dates.

This Note is subject to redemption prior to maturity in whole or in part, and if in part, from installments or portions thereof selected by the City, at the option of the City, on any date, at a redemption price equal to the principal amount of this Note to be redeemed, plus accrued interest to the date of the redemption.

Each of the following shall be a default under this Note: (a) any failure of the City to make any payment when due under this Note, and (b) any failure of the City to comply with or to perform any other term or condition of this Note.

This Note is issued in registered form in the denomination of \$100,000 or more.

This Note is transferable by a written assignment duly executed by the Registered Owner hereof or by such Registered Owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

All conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; the aggregate indebtedness of the City, including this Note and others

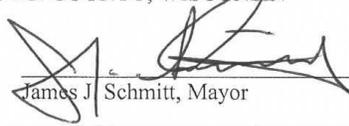
issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the Registered Owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Green Bay, Brown County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

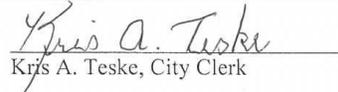
CITY OF GREEN BAY  
BROWN COUNTY, WISCONSIN

By:

  
James J. Schmitt, Mayor

(SEAL)

By:

  
Kris A. Teske, City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Registered Owner)

\_\_\_\_\_  
(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar may, and on the request of the Registered Owner shall, record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

Schedule A

Minimum Aggregate Payment Schedule

<u>PAYMENT DATE</u>	<u>MINIMUM AGGREGATE PAYMENTS</u>
June 15, 2016	\$333,446.77
December 15, 2016	\$688,490.25
June 15, 2017	\$1,045,889.66
December 15, 2017	\$1,405,257.62
June 15, 2018	\$1,766,911.00
December 15, 2018	\$2,130,603.44
June 15, 2019	\$2,496,510.79
December 15, 2019	remaining principal balance and all unpaid accrued interest (including unpaid fees)

Moved by Ald. Wiezbiskie, seconded by Ald. Scannell to adopt the resolution subject to legal amendments and adjustments.

*Roll call:* Ayes: Wiezbiskie, Nennig, Moore, Scannell, Steuer, Danzinger, Sladek. Noes: Nicholson, Tim DeWane, Wery, Zima. Abstaining: Thomas DeWane. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Wiezbiskie to a adopt the remaining resolutions with one roll call vote. Motion carried.

## **RESOLUTION AUTHORIZING TRANSFER OF FUNDS**

**December 15, 2015**

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 7, 2015, the following transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$23,000
To:	101002-53001 Police and Fire Commission	\$23,000

Adopted December 15, 2015

Approved December 16, 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 PAYMENTS RESOLUTION**  
**December 15, 2015**

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

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

**1. PAVEMENT 2-15**  
**Vinton Construction Company**

TOTAL AMOUNT EARNED:	\$ 241,518.43
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 241,518.43
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 234,675.60</u>
AMOUNT DUE THIS ESTIMATE:	\$ 6,842.83

ACCOUNT NUMBERS  
**401500E-55305-61075: \$6,842.83**  
**PO #1500174**

**2. PARKS PROJECT 2-15**  
**Eland Electric Corporation**

TOTAL AMOUNT EARNED:	\$ 72,200.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 72,200.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 70,395.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 1,805.00

ACCOUNT NUMBERS  
**214r809-55101: \$1,805.00**  
**PO #1500194**

Adopted December 15, 2015

Approved December 16, 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  
RELEASE OF A SANITARY SEWER EASEMENT  
LOCATED AT 1940 MAIN STREET  
(ED 15-03)**

**December 15, 2015**

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

That the Mayor is hereby authorized to release the City's rights to sanitary sewer easement located at 1940 Main Street as depicted on the attached map, subject to relocation of AT&T's existing facilities, if required, is compensable.

Adopted December 15, 2015

Approved December 16, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

**DESCRIPTION OF EASEMENT DISCONTINUANCE AT 1940 MAIN STREET  
(ED 15-03)**

That part of Lot 8 of the Astor's Subdivision of Private Claims 3, 4, 5, 6 and 7, East Side of the East River, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 209063 as Recorded in Volume 20, Miscellaneous Records, Page 503, and Brown County Document Number 209068 as Recorded in Volume 20, Miscellaneous Records, Page 506.

Subject to the following condition:

1. Relocation of AT&T's existing facilities, if required, is compensable.

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

Moved by Ald. 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 SUPPORTING WISCONSIN SENATE BILL 340**

December 15, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, 2015 Senate Bill 340, introduced by Wisconsin State Senators Robert Cowles, Jerry Petrowski, Luther Olsen, and Tim Carpenter, is an act relating to recycling grants for local governments and making an appropriation; and

WHEREAS, 2015 Senate Bill 340 increases the appropriation to the Department of Natural Resources for providing grants to responsible units of local government for certain eligible recycling expenses by \$2,300,000 for the fiscal year of 2015-2016; and

WHEREAS, the Common Council encourages its residents to recycle because recycling benefits the community and the environment by conserving energy, preserving natural resources, and reducing waste and pollution; and

WHEREAS, the Common Council supports 2015 Senate Bill 340 because it is in the best interest of the residents to receive state funds to be used towards the City of Green Bay's recycling related expenses; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby supports 2015 Senate Bill 340 to allow state grants for local municipalities to be used for recycling related expenses.

Adopted December 15, 2015

Approved December 16, 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 AMENDING THE  
CONDITIONAL-USE PERMIT  
AUTHORIZED AT 421 ERIE ROAD  
(ZP 15-25)**

**December 15, 2015**

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

That, pursuant to Zoning Petition 15-25 and the recommendation of the Plan Commission on December 7, 2015, the City of Green Bay does authorize amendment of the conditional-use permit approved on October 20, 2015, to allow for an additional 15 memory care units to the rear of the building in a single-story addition located on the following described property at 421 Erie Road:

All of Lot 1 of Volume 38, Certified Survey Maps, page 105 (Doc #1658646-Map #5801) and part of vacated Greenbrier Road, recorded in Doc #2265207 and Doc #2267991, Brown County Records, being part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 10, T23N-R21E, City of Green Bay, Brown County, Wisconsin [Tax Parcel Numbers: 21-10 and 21-16-1-5 (new lot has received preliminary approval for a 1-lot CSM, addressed 421 Erie Road)]

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

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

2. Expansion of community living arrangement or assisted living uses will require an amendment to this conditional-use permit.

Adopted December 15, 2015

Approved December 16, 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 PORTION OF  
UNIMPROVED RIGHT-OF-WAY AT 1940 MAIN STREET  
(SV 15-03)**

December 15, 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 at 1940 Main Street, 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 the following conditions:

1. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.

2. The Green Bay Water Utility shall retain the right to move its existing sewer line curb boxes out of this right-of-way area.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of unimproved right-of-way at 1940 Main Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on February 2, 2016, 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 December 15, 2015

Approved December 16, 2015

James J. Schmitt  
Mayor

Kris A. Teske  
Clerk

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

That part of Lots 8 and 9, Astor's Subdivision of Private Claim 3-7, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 8;

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

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

Street;

thence N58°49'40"E, 27.00 feet;

thence S31°-10'-20"E, 275.12 feet;

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

Subject to the following conditions:

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

Parcel Affected  
21-1319-2

Owners Name and Mailing Address  
TYJAZZ NO 4, LLC  
C/O Apple Hospitality GR  
2120 Pewaukee Road – Suite 200  
Waukesha, WI 53188

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 ACCEPTING STREETS FOR CONCRETE PAVEMENT,  
ASPHALT PAVEMENT OR ASPHALT RESURFACING  
December 15, 2015**

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

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

PAVEMENT 1-15

S. MAPLE AVENUE – Walnut Street to Howard Street  
S. OAKLAND AVENUE – Shawano Avenue to Howard Street

PAVEMENT 3-15

MARSHALL AVENUE – Mather Street to Desnoyers Street

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

Adopted December 15, 2015

Approved December 16, 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.

**ORDINANCES - FIRST READING**

**GENERAL ORDINANCE NO. 20-15**

**AN ORDINANCE  
AMENDING SECTION 1.90(8)(b),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO THE JURISDICTION  
OF THE ETHICS BOARD**

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

**SECTION 1.** Section 1.90(8)(b), Green Bay Municipal Code, is hereby amended to read:

1.90 **CODE OF ETHICS.**

(8) ETHICS BOARD.

(b) The jurisdiction of the Ethics Board is limited to acting within the scope of subs. (8)(d) and (9) of this code **and conducting hearings regarding complaints filed in conformance with the Code of Conduct for Elected Officials as adopted by the Common Council and as amended from time to time.**

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

Moved by Ald. Scannell, seconded by Ald. Thomas DeWane to advance the ordinance to the third reading.

*Roll call:* Ayes: Wiezbiskie, Tim DeWane, Nennig, Moore, Scannell, Steuer, Danzinger, Sladek. Noes: Thomas DeWane, Nicholson, Wery, Zima. Motion carried.

**GENERAL ORDINANCE NO. 26-15**

**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 removing therefrom the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

NEWBERRY AVENUE, both sides, from Reimer Street to Huth Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

NEWBERRY AVENUE, north side, from a point 150 feet west of Huth Street to Huth Street

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

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

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

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

## GENERAL ORDINANCE NO. 27-15

### AN ORDINANCE AMENDING SECTION 13-519(g), GREEN BAY MUNICIPAL CODE, RELATING TO PARKING OF RECREATIONAL VEHICLES

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

**SECTION 1.** Section 13-519(g), Green Bay Municipal Code, is hereby amended as follows:

(g) Recreational vehicles must be operational and owned by and registered to the owner **or the legal tenant** of the property and must bear current license registrations as possible.

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

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

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

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

**ZONING ORDINANCE NO. 12-15**

**AN ORDINANCE  
REZONING PORTIONS OF  
1905 AND 1911 MAIN STREET  
FROM GENERAL COMMERCIAL (C1) DISTRICT  
TO HIGHWAY COMMERCIAL (C2) DISTRICT  
(ZP 15-26)**

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

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

Lot 1 and Lot 2 of a proposed Certified Survey Map being all of Lot 1 of Certified Survey Map Number 8266 as recorded in Volume 57 of Certified Survey maps on Page 357 as document number 2602736, east side of Fox River, City of Green Bay, Brown County, Wisconsin (Part of Tax Parcel No. 21-1323-1)

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

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

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

**ZONING ORDINANCE NO. 13-15**

**AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 1-91 TO  
CHANGE THE LAND USE DESIGNATION FOR PROPERTY  
LOCATED IN THE 3450 BLOCK OF EAST MASON STREET  
FROM EXCLUSIVE OFFICE-ENTERTAINMENT  
TO LIGHT MANUFACTURING  
(ZP 15-24)**

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

**SECTION 1.** Zoning Ordinance No. 1-91, adopted February 18, 1991, is hereby amended to change the land use designation for the following described property in the 3450 block of East Mason Street from Exclusive Office – Entertainment to Light Manufacturing:

PART OF SE1/4 NE1/4 SEC 11 T23N R21E DESC IN 956 R 360  
EX STS & EX 1824683 (Tax Parcel Number 21-171-2)

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

Clerk

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

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

### **ORDINANCES - THIRD READING**

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

### **GENERAL ORDINANCE NO. 23-15**

#### **AN ORDINANCE AMENDING SECTION 9.21, GREEN BAY MUNICIPAL CODE, RIGHT-OF-WAY EXCAVATION AND OCCUPANCY**

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

**SECTION 1.** Section 9.21(2)(a), Green Bay Municipal Code, is amended as follows:

**(2) EXCAVATION PERMIT.**

(a) Permit Required. No cut, excavation, or service connection shall be made in any right-of-way unless a permit therefore is obtained from the Director. **The provisions of this section shall not apply to the construction or replacement of public sidewalks.**

**SECTION 2.** Section 9.21(7), Green Bay Municipal Code, is created as follows:

**(7) The provisions of this section shall also apply to recorded easements held by the City whenever and wherever the term "right-of-way" is used herein.**

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

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

Dated at Green Bay, Wisconsin this 15th day of December, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

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

## GENERAL ORDINANCE NO. 24-15

### AN ORDINANCE DELETING SECTION 15.66, GREEN BAY MUNICIPAL CODE, MOVING OF BUILDINGS, AND REPLACING IT AS SECTION 9.265, GREEN BAY MUNICIPAL CODE, TRANSPORT OF LOADS EXCEEDING STATUTORY SIZE OR LOAD LIMITS

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

**SECTION 1.** Section 15.66, Green Bay Municipal Code, Moving of Buildings, is deleted and replaced by Section 9.265, Green Bay Municipal Code, Transport of Loads Exceeding Statutory Size or Load Limits, as follows:

~~15.66 **MOVING OF BUILDINGS.**~~  
**9.265 TRANSPORT OF LOADS EXCEEDING STATUTORY SIZE OR LOAD LIMITS.**

(1) Before a permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** is granted by the Building Inspection Department, the party applying therefor shall have a completed "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" signed by the Director of Public

Works and other officers in charge of maintenance for movement on highways and streets in their respective jurisdictions in accordance with Ch. 348, Wis. Stats. The "Single Trip Permit Application" shall be submitted to the Director of Public Works 48 hours prior to ~~applying for a permit to move a building from the Building Inspector~~ **transporting said load.**

(2) BOND REQUIRED. The party applying to ~~move the building~~ **transport any load exceeding statutory size or load limits** shall file with the City Insurance Administrator a surety bond in the sum of \$5,000, which bond shall indemnify the City for any costs and expenses which may accrue against the City as a result of granting such permit.

(3) CERTIFICATE OF INSURANCE REQUIRED. No permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** shall be granted until the applicant files a certificate of insurance with the City Clerk giving evidence of liability insurance in the following amounts:

(a) Public Liability.

- |    |                 |  |
|----|-----------------|--|
| 1. | Bodily Injury   | \$1,000,000 each occurrence<br>\$1,000,000 aggregate |
| 2. | Property Damage | \$ 500,000 each occurrence<br>\$ 500,000 aggregate   |

(b) Auto Liability.

- |    |                 |  |
|----|-----------------|--|
| 1. | Bodily Injury   | \$ 100,000 each occurrence<br>\$ 300,000 aggregate |
| 2. | Property Damage | \$ 100,000 each occurrence                         |

(c) Both Public Liability and Auto Liability insurance coverages are required in addition to the \$5,000 bond in sub. (2).

(d) The applicant shall agree to indemnify and hold the City harmless from all liability arising out of the job. Such insurance shall not be cancelled or reduced without 30 days prior written notice thereof to the City Clerk. Such notice shall suspend the permit and no work shall be done under such permit until a new insurance certificate complying with this subsection has been filed with the City Clerk.

(4) The party receiving the permit shall comply with Ch. 348, Wis. Stats., and the Green Bay Municipal Code in ~~moving the building~~ **transporting said load.**

(5) The progress in ~~moving any building~~ **transporting said load** shall be as continuous as possible during all hours of the day, and day by day, and night if the

Building Inspector or Director of Public Works so orders, until complete, with the least possible obstruction of traffic movement. If, in the opinion of the Director of Public Works, the move constitutes a hazard and obstruction of traffic movement, the Director may order that the move take place between the hours of 6:30 P.M. and 6:00 A.M. ~~No building shall be allowed to remain overnight upon any street crossing or intersection or so near thereto as to prevent easy access to any fire hydrant, driveway, or within 50' of the property line of the intersection street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest "State of Wisconsin, Department of Transportation, Manual of Uniform Traffic Control Devices."~~

(6) If the Director of Public Works deems it necessary to post "No Parking" signs and other traffic control signs along the route the building load is to be moved transported on to allow the building load to be moved transported safely, the Director shall order them erected and taken down after the building load is moved transported and bill the full cost to the party receiving the permit to move transport the building load. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Public Works receives payment in full for erecting and removing the necessary traffic signs.

(7) TREE TRIMMING.

(a) Permission shall in no case be granted to move transport a building load in, along, or upon the public streets of the City if the measurements shown on the "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" indicates that the street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the Director of Parks, Recreation, and Forestry and the owner.

(b) If it is necessary to trim any City-owned trees or shrubs to move transport the building load, such trimming shall be performed by the Parks, Recreation, and Forestry Department which will bill the full cost of such trimming to the party receiving such permit. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Parks, Recreation, and Forestry receives payment in full for trimming the trees.

(8) ~~Every person receiving a permit to move a building shall, within one day after the building reaches its destination, report that fact to the Building Inspector who shall report the same to the Director of Public Works.~~ The Director of Public Works shall thereupon inspect the streets over which such building load has been moved transported and ascertain their condition. If the removal transporting of the building load has caused any damage to the streets, the Director of Public Works shall, at the expense of the building mover load transporter, have them repaired by the City pavement repair contractor in as good condition as they were before the permit was granted. If the building mover load transporter shall fail to pay promptly all bills for damage to streets consequent to the moving transporting of the building load, the City shall hold the

sureties of bond given by the ~~house mover~~ load transporter responsible for payment of the same.

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

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

Dated at Green Bay, Wisconsin this 15th day of December, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

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

## **GENERAL ORDINANCE NO. 25-15**

### **AN ORDINANCE AMENDING SECTION 9.26, GREEN BAY MUNICIPAL CODE, PROHIBITING HEAVY EQUIPMENT ON CERTAIN STREETS**

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

**SECTION 1.** Section 9.26, Green Bay Municipal Code, is amended as follows:

9.26 **PROHIBITING HEAVY CONSTRUCTION EQUIPMENT ON CERTAIN STREETS.** No person shall propel or move or cause to be propelled or moved any heavy ~~construction~~ equipment or similar machinery having cogs, spikes, or other projections on the outer circumference of wheels over or along any street or alley which has been paved with brick,

macadam, asphalt, or other pavement without first having obtained a permit therefor from the Director of Public Works. The Director may grant a permit in writing to propel or move heavy ~~construction~~ equipment or similar machinery over paved streets or alleys in case any such equipment or other machinery cannot be moved or propelled to its destination over streets or alleys that are not paved. The Director of Public Works shall designate in such permit the streets, alleys, or portions thereof over or along which any such heavy construction equipment or similar machinery may be propelled or moved **and designate the duration for which the permit shall remain valid. The requirements of this ordinance apply to all Implements of Husbandry (IOH) and Agricultural Commercial Motor Vehicles (Ag CMV) as defined by Wisconsin State Statutes §340.01(24)(a) and §340.01(10).**

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

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

Dated at Green Bay, Wisconsin this 15th day of December, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

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

## **ZONING ORDINANCE NO. 11-15**

### **AN ORDINANCE AMENDING ZONING ORDINANCE 9-15 TO PERMIT MODIFIED SIGNAGE AS PART THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT**

**FOR 1593 EAST MASON STREET  
(ZP 15-23)**

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

**SECTION 1.** Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by revising the Planned Unit Development District on the following described properties:

GUESNIERS 4TH ADD LOT 12 & W 5 FT OF LOT 13 EX ST IN 1038 R 244 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-478;

GUESNIERS 4TH ADD E 45 FT OF LOT 13 EX ST IN 1038 R 248 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-479;

GUESNIERS 4TH ADD S 1/2 OF LOTS 1 & 2 & S 1/2 OF E 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-468;

GUESNIERS 4TH ADD N 1/2 OF LOTS 1 & 2 & N 1/2 OF E 1/2 OF LOT 3 BLK 1 EX ST IN 1692122, Tax Parcel Number 8-467;

GUESNIERS 4TH ADD E 1/2 OF LOT 4 & W 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-469;

GUESNIERS 4TH ADD E 1/2 OF LOT 5 & W 1/2 OF LOT 4 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-470;

GUESNIERS 4TH ADD LOTS 14-15 & 16 EX 896 R 530 BCR BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-480;

GUESNIERS 4TH ADD E 1/2 OF LOT 6 & W 1/2 OF LOT 5 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-471.

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

A. Signage. All signage for the current project shall be regulated as required in Sections 13-2003, 13-2004 and 13-2005, Green Bay Municipal Code, and further permit the following:

1. The existing pylon sign may remain and shall comply with current sign regulations, Chapter 13-2010, Table 20-2, free-standing signs, Green Bay Zoning.

2. One new pole sign may be permitted along the southwestern portion of the site with the following standards:
  - a. The sign shall not exceed 16 feet in overall height.
  - b. Two 20 square foot tenant panels (40 square feet total per side).
  - c. Two lines of manual readerboard per side included as part of one tenant panel.
  - d. Eight (8) feet of underclearance.
  - e. The sign may be illuminated.
  - f. Review and approval by the City's Traffic Engineer.
3. Wall signage shall be compliant with Section 13-2010, Table 20-2, signs attached to buildings, Green Bay Municipal Code, C1/C2 District and as depicted on Exhibits A and B.
4. No signage shall face north to Kimball Street except for direction signage approved by staff.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

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

Dated at Green Bay, Wisconsin, this 15<sup>th</sup> day of December, 2015.

APPROVED:

James J. Schmitt  
Mayor

ATTEST:

Kris A. Teske  
Clerk

Moved by Ald. Moore, seconded by Ald. Wery to adopt the ordinance.

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

### **COMMITTEE OF THE WHOLE**

30. Request by Ald. Nennig to draft a policy regarding citizen petitions and communications to the Council.

### **CITY OF GREEN BAY CONSTITUENT COMMUNICATIONS POLICY**

**1. Purpose.** It is the purpose of this policy to establish guidelines to allow a constituent the ability to submit communications to the Common Council or its Committees.

**2. Definitions.**

- a. "Constituent" an individual who resides in the City of Green Bay or a business owner or agent of a business that is located within the City of Green Bay.

**3. Procedure.** Any Constituent wishing to submit a communication to the Common Council or its Committees shall go to the Clerk's office and fill out a communications form. The form will be reviewed by the Clerk's office and Law Department to determine whether it is relevant to matters of city government concern or jurisdiction and placed on an agenda to be heard by the proper Committee or the Common Council.

Moved by Ald. Nennig, seconded by Ald. Scannell to adopt the draft policy.  
Moved by Ald. Zima, seconded by Ald. Moore to refer the draft policy back to the Law Department. Motion carried.

Moved by Ald. Scannell, seconded by Ald. Moore to adjourn at 12:38 A.M. Motion carried.

Kris A. Teske  
Green Bay City Clerk