



AGENDA OF THE COMMON COUNCIL

**TUESDAY, APRIL 17, 2018, 7:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Alderpersons Oath of Office**
- E. Group Photo**
- F. Alder Training On Agenda Management System**
- G. Election of Common Council President**
- H. Election of Common Council Vice-President**
- I. Approval of Minutes.**
 - I. Approval of minutes of the April 2, 2018 meeting.
- J. Approval of the Agenda.**
 - I. Approval of the agenda.
- K. Report by the Mayor.**
- L. Annoucements**
- M. Appointments**

I. **Standing Committees**

Finance & Personnel

Barbara Dorff

William Galvin

Kathy Lefebvre

Veronica Corpus-Dax

Improvement & Service & Parks

Chris Wery

Jesse Brunette

Brian Johnson

Andy Nicholson

Protection & Welfare

Randy Scannell

Mark Steuer

Craig Stevens

John VanderLeest

2. **Boards & Commission**

Annexation Commission

Jesse Brunette

Economic Development Authority

Brian Johnson

Ethics Board

William Galvin

Historic Preservation Commission

Mark Steuer

Redevelopment Authority

Barbara Dorff

Traffic, Pedestrian & Bicycle Commission

Craig Stevens

Transit Commission

Randy Scannell

Water Commission

Kathy Lefebvre

Green Bay Plan Commission

Veronica Corpus-Dax

Green Bay Public Arts Commission

Randy Scannell

CDBG Revolving Loan Committee

Brian Johnson

3. **City Officials**

Assessor

Russell Schwandt

City Attorney

Vanessa Chavez

City Clerk

Kris Teske

Comptroller

Diana Ellenbecker

Treasurer

Pam Manley

Interim Director of Parks, Recreation & Forestry

James Andersen/Dan Ditscheit

Director of Public Works

Steve Grenier

Director of Community & Economic Development

Kevin Vonck

4. **Appointment by the Public Works Director**

Weed Commissioner

Tony Fietzer-Effective May 1, 2018 to April 30, 2019

5. **Appointments By The Community & Economic Development Director**

Building Inspector

Paul Van Calster-Effective May 1, 2018 to April 30, 2020

Zoning Administrator

Paul Neumeyer-Effective May 1, 2018 to April 30, 2020

City Sealer

Jason Stubble

N. Public Hearings.

1. Zoning Ordinance No. 5-18
An ordinance amending Zoning Ordinance 24-91 to permit general office uses as part of the Planned Unit Development (PUD) Overlay District for 123 North Oakland Avenue. (ZP 18-06)
2. Zoning Ordinance No. 6-18
An ordinance rezoning property located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (ZP 18-07)

O. Referral of Petitions & Communications.

1. Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Absolute Concrete.
2. Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Christensen Concrete.
3. Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Fischer Ulman Construction Inc.
4. Refer to the Protection & Welfare Committee - Request by Brian Bunkelman, The Sardine Can, 128 S. Broadway, to hold outdoor events on June 13, July 11, and August 15, 2018.
5. To refer to Protection & Welfare Committee a notice of change of agent for El Presidente Green Bay LLC at 219 N Washington Street.
6. To refer to the Protection & Welfare Committee a notice of change of agent for Dollar General Store #6481 at 2241 Main St. Ste B.
7. To refer to the Protection & Welfare Committee a notice of change of agent for Dollar General Store #6563 at 1152 S. Military Ave.

8. To refer to the Protection & Welfare Committee an application for a "Class B" Combination License by Soriah Hospitality LLC at 1139 Main Street (Currently Top Hat Club, Inc).
9. To refer to the Protection & Welfare Committee an application for a "Class A" Liquor License by Tikapur Petroleum, LLC at 2115 Main Street (Currently has a Class "A" Beverage License).
10. Refer to Improvement & Service Committee - Application for a Concrete Sidewalk Builder's License by Concrete Finishers LLC.
11. Late communications.

P. Report of the Plan Commission

1. To approve the request to close the unimproved portion of Rothe Street to public traffic, subject to the following conditions:
 1. The developer will be required to acquire right-of-way to construct a city-approved cul-de-sac at the south end of existing Rothe Street before the City can release interest in the unimproved portion or an agreed upon alternative with the developer and the Department of Public Works.
 2. The developer shall enter into an agreement with the City of Green Bay for use and maintenance of the closure area.
 3. The developer will install a curb along the east edge of the proposed driveway and grade an 8 foot wide strip of property adjacent to the curb to accommodate a future trail the city will install.

Q. Report of the Redevelopment Authority

1. To approve Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112), subject to minor legal and technical changes.
2. To approve Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Tax Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2), subject to minor legal and technical changes including language for clarification of condo definition.

The Authority may convene in closed session for Items 1 and 2 pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority 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.

R. Report of the Improvement & Service Committee

1. To approve a request by Department of Public Works to enter into a Professional Services Agreement with AECOM for Construction Services for the BRIDGE I-18 (B-05-225: ATKINSON DRIVE OVER CN/WC RAILROAD) REHABILITATION project (held over from March 28, 2018 Improvement and Service Committee meeting).
2. To approve a request by Department of Public Works to contract with Low Competent Engineering Consultant to update the City's Storm Water Management Plan by completing a City Wide Source Loading and Management Model Analysis.
3. To receive and place on file a request by Department of Public Works to perform a sidewalk study on East Mason Street from Main Street to the I43 Business Park.
4. To approve report of the Purchasing Manager.
5. To receive and place on file the report of the Director of Public Works to award contract BRIDGE I-18 (B-05-225: ATKINSON DRIVE OVER CN/WC RAILROAD) REHABILITATION, to the low, responsive bidder Lunda Construction, in the amount of \$908,880.05.
6. To approve the contract PAVEMENT REPAIR - 2018, to the low, responsive bidder Fischer-Ulman Construction Inc., in the amount of \$800,275.
7. To approve the contract RESURFACING I-18, to the low, responsive bidders:

Part A to Martell Construction in the amount of \$249,991.
Part B to Northeast Asphalt Inc. in the amount of \$765,787.02.
8. To approve the contract SEWERS 2-18, to the low, responsive bidder Jossart Brothers Inc., in the amount of \$340,922.
9. To approve Offering Price Reports for the Webster Avenue project and authorize payment.
10. To approve Agreement(s) for Purchase and Sale of Real Estate for the Webster Avenue project and authorize payments.
11. To approve Relocation Claims for the Webster Avenue project and authorize payments and to amend Parcel 9a from \$83,211 to \$83,521.
12. To approve Deed and Temporary Limited Easements for the Erie Road project and authorize payments.
13. To approve Storm Sewer Easement for the Hillcrest Drive project and authorize payments.

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

- A. Anderson Basement Repair Inc.
- B. Holtger Bros., Inc.
- C. Kurowski Const.
- D. Martell Construction Inc.
- E. Melnarik Concrete Inc.
- F. Tom Conard Const. LLC
- G. Loch Const. Co. Inc.

15. To approve the application for a Tree & Brush Trimmer License by Beaver Tree Specialists.

16. To order asphalt pavement, concrete pavement, storm sewer, sanitary sewer and levy assessments on the following streets:

ASPHALT PAVEMENT

MATHER STREET - Gray Street to Vroman Street

SMITH STREET - N. Webster Avenue to St. George Street

ST. GEORGE STREET - Day Street to Eastman Avenue

CONCRETE PAVEMENT

ERIE ROAD - E. Mason Street to 805' S/O E. Mason Street

STORM SEWER

ERIE ROAD - E. Mason Street to 830' S/O E. Mason Street

SANITARY SEWER

ERIE ROAD - Friar's Path to 805' S/O E. Mason Street

S. Report of the Park Committee

1. To approve staff's recommended plan for Colburn Pool to maintain, repair and enhance the existing pool, bathhouse, overflow parking lot and amenities and to spend the existing \$3.5 million in bond funding in the following manner:
 - \$500,000 in previous engineering fees
 - \$200,000 for necessary repairs to Colburn Pool in the spring of 2018
 - \$1,000,000 to be spent by the end of 2019 for improvements to Colburn Pool. The Park Committee will decide at that time what to do with the remaining unspent funding of approximately \$1.8 million, which could go towards debt reduction or other pool related updates.
2. To approve the request to authorize staff to quote out and issue purchase orders for all time sensitive items at Colburn Pool necessary to open the pool on June 9, 2018 with a total cost not to exceed \$200,000 and report back to the Park Committee at a later date the final purchase price and selected vendors.

3. To approve a request to apply for a DNR Stewardship grant for \$1 million to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park and approve a resolution in support of the application.
4. To approve the purchase of parts to repair the Yo Yo ride at Bay Beach from Chance Ride MFG Inc. for \$26,997.

T. Report of the Protection & Welfare Committee

1. To approve a request by the owner of Mi Pueblo, 1905 N. Irwin Avenue, to hold an outdoor event on May 5, 2018, pending approval of their security plan from the Police Department and subject to complaint.
2. To approve a application for an available "Class B" Liquor License by Rueben Rodriguez, El Tapatio Restaurant, at 1638 University Avenue, with the approval of the proper authorities.
3. To approve a application for a "Class B" Liquor License by Cheryl Knoll, Cheri's Place LLC, at 704 Bellevue St., with the approval of the proper authorities.
4. To hold a request by the owner of Jill's, 613 Bodart Street, to hold outdoor events on June 25 and 30, 2018.
5. To receive and place on file the Liquor Violation Report from the Police Department for March 26, 2018.
6. To refer the Liquor Violation Report from the Police Department for April 9, 2018 to the Police Department to have them review if liquor violation stipulations were violated for Lion's Den.

U. Report of the Protection & Welfare Committee Granting Operator Licenses

1. Report of the Protection & Welfare Committee granting Operator's Licenses

V. Receive and Place on File

1. To receive and place on file the Building Permit Report for March 2018.
2. To receive and place on file the Municipal Court Reports for March 2018.

W. Resolutions

1. Resolution authorizing applications for outdoor recreation aids for the Bay Beach swimming beach, pier, boardwalk, bathhouse and parking lot construction.
2. Resolution drawing final orders to contractors for April 2018.
3. Agreement for purchase and sale of real estate for N. Webster Avenue.
4. Resolution accepting Offering Price Reports for N. Webster Avenue.
5. Resolution approving deeds (FEEs) and temporary limited easements (TLEs) for Erie Road from E. Mason Street to Padi-Wood Lane.

6. Resolution approving Storm Sewer Easement for Hillcrest Drive.
7. Final resolution authorizing sanitary sewer and/or sanitary sewer lateral improvements and levying special assessments against property.
8. Final resolution authorizing storm sewer and/or storm sewer lateral improvements and levying special assessments against property.
9. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
10. Final resolution authorizing concrete pavement improvements and levying special assessments against property.
11. Resolution accepting Relocation Claims for N. Webster Avenue.

X. Ordinances - First Reading

1. General Ordinance No. 3-18
An ordinance amending portions of Chapter 8 Green Bay Municipal Code, relating to exotic and excess animal permits.
2. Planning Ordinance No. 2-18
An ordinance amending the official map of the City of Green Bay by closing the unimproved portion off Rothe Street to public traffic.

Y. Ordinances - Third Reading

1. Zoning Ordinance No. 5-18
An ordinance amending Zoning Ordinance 24-91 to permit general office uses as part of the Planned Unit Development (PUD) Overlay District for 123 North Oakland Avenue. (ZP 18-06)
2. Zoning Ordinance No. 6-18
An ordinance rezoning property located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (ZP 18-07)
3. General Ordinance No. 5-18
An ordinance amending Section 6.38(4), Green Bay Municipal Code, relating to lobbyist registration.

Z. Adjournment

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # N.I.

Zoning Ordinance No. 5-18

An ordinance amending Zoning Ordinance 24-91 to permit general office uses as part of the Planned Unit Development (PUD) Overlay District for 123 North Oakland Avenue. (ZP 18-06)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ZO 5-18 Amend ZO 24-91 to Permit General Office Use for PUD at 123 N Oakland Ave
2. ZP 18-06 B&W Map_Amend PUD 123 N Oakland

ZONING ORDINANCE NO. 5-18

AN ORDINANCE AMENDING ZONING ORDINANCE 24-91 TO PERMIT GENERAL OFFICE USES AS PART OF THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR 123 NORTH OAKLAND AVENUE (ZP 18-06)

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 on the following described property:

FIKS ADD S 147 FT OF E 159 FT OF LOT 1 EX PRT DES IN VOL 278 D 561 BCR (Tax Parcel No. 3-1068)

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

A. Permitted Uses. General Office Uses, as defined in Section 13-303, Green Bay Municipal Code.

B. Development Standards.

1. Front Yard Setback (East and South Lot Lines)
 - a. Parking: 48 feet on North Oakland Avenue and 14 feet on Shawano Avenue
 - b. Structure: 70 feet on both North Oakland Avenue and Shawano Avenue
2. Side Yard Setback (North Lot Line)
 - a. 10 feet. This area shall be a transitional yard as defined in Section 13-1820, Green Bay Municipal Code.
3. Rear Yard Setback (West Lot Line)
 - a. 20 feet. This area shall be a transitional yard as defined in Section 13-1820, Green Bay Municipal Code.

C. Historic Preservation. Until such time as a Historic Preservation Ordinance is adopted by the City of Green Bay Common Council which regulates alterations to properties within designated historic districts, the following shall apply:

1. During any construction, renovation or restoration activity on the property, every effort shall be made to retain historical integrity of the Joel S. Fisk House, after consultation with the Historic Preservation Commission. If at any time the City feels the work is diminishing the historic value of the property by deviating from the U.S.

Secretary of the Interior's Standards for Rehabilitation of Historic Properties, the City has the authority to place a stop work order on the project. The stop work order may be removed by the City Plan Commission if it is demonstrated that the work does not deviate from the standards, after first receiving recommendation of the City Historic Preservation Commission.

2. No permit to demolish all or part of the historic structure shall be granted by the Building Inspection Department without first being approved by the City Plan Commission, after first receiving recommendation of the City Historic Preservation Commission.
- D. Parking. All parking shall be provided as set forth in Section 13-1700, Green Bay Municipal Code.
- E. Lighting. All exterior lighting shall be provided as set forth in Section 13-523 through 13-528, Green Bay Municipal Code.
1. All lighting exterior lighting shall be designed or screened so as not to cause glare or direct illumination of surrounding properties.
- F. Landscaping. All Landscaping shall be provided as set forth in Section 13-1820 through 13-1825, Green Bay Municipal Code
- G. Signage. Signage is restricted to one (1) ground mounted identity sign as follows:
1. Sign shall be permitted within the front yard setback area but shall not encroach into the Vision Clearance Area as regulated in Section 13-510, Green Bay Municipal Code.
 2. Sign shall have a maximum height of five (5) feet as measured from the top of curb to the top of the sign.
 3. Sign structure shall be constructed of materials that are consistent and complimentary to the Fisk House.
 4. Message panel of the sign shall be no greater than six (6) feet in length by two (2) feet in height and shall be limited to the business name, logo, address and reference to the Fisk House.
 5. Sign shall not be internally illuminated.
- H. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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.

ZONING ORDINANCE NO. 5-18

PAGE 3

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 _____ day of _____, 2018.

APPROVED:

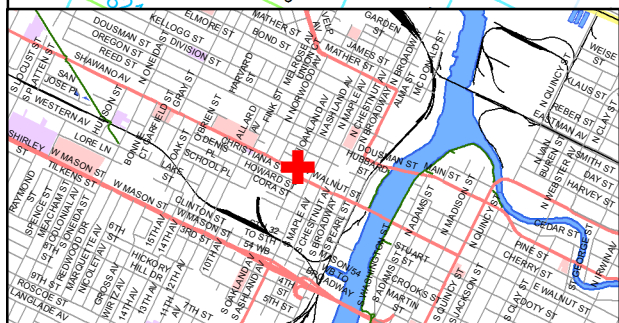
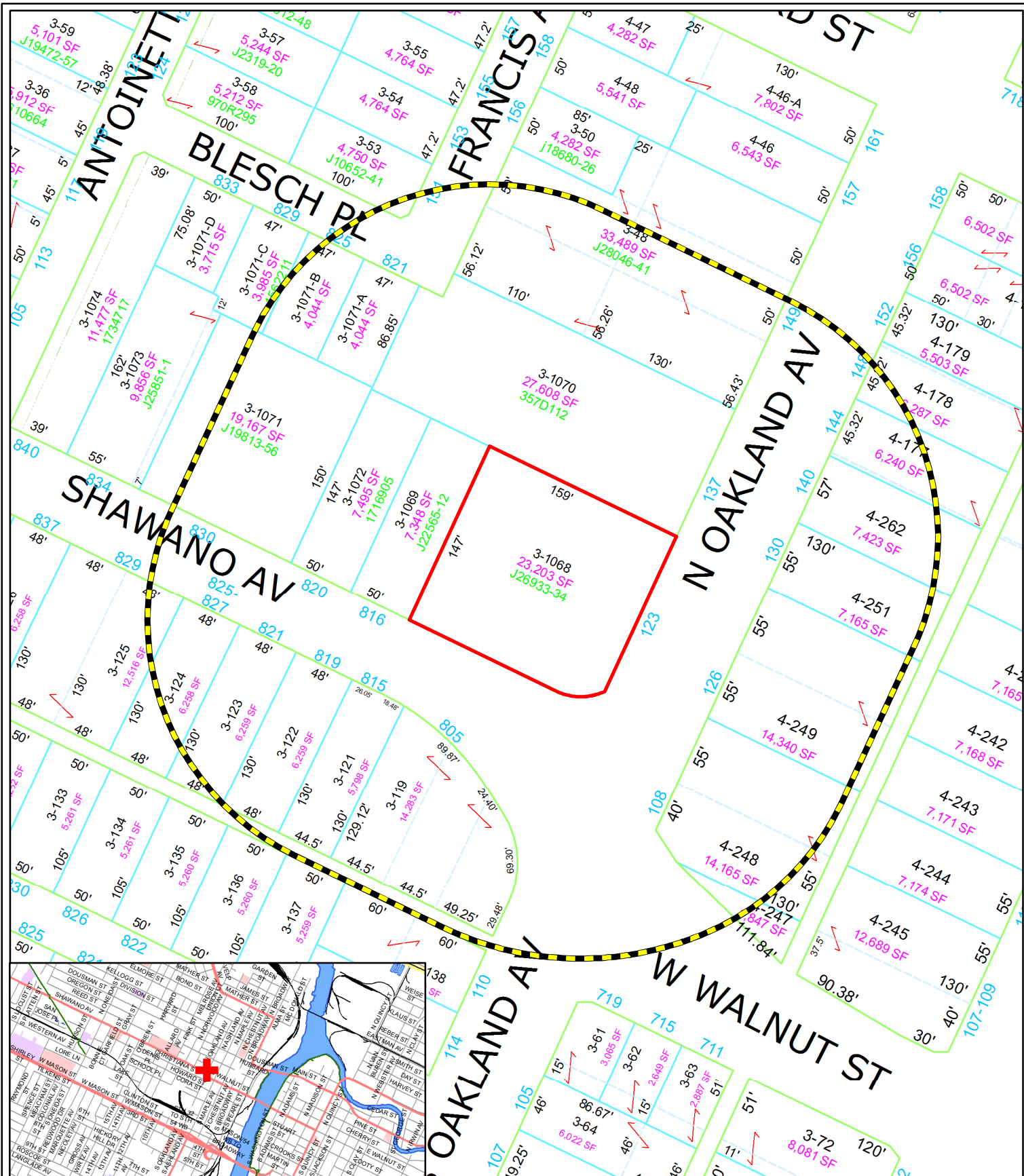
Mayor James J. Schmitt

ATTEST:

Clerk

DB:js

Attachment: Location Map
04/02/18



- Subject Property
- 200' Notice Area

Zoning Petition (ZP 18-06)
Request to Amend a Planned Unit
Development to allow General Office
Use at 123 N. Oakland Ave.

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB



0 50 100 Feet





Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # N.2.

Zoning Ordinance No. 6-18

An ordinance rezoning property located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (ZP 18-07)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ZO 6-18 - Rezone Properties Located at 1335 to 1365 E. Mason Street
2. ZP 18-07 B&W Map_Rezone E Mason-Goben

ZONING ORDINANCE NO. 6-18

AN ORDINANCE REZONING PROPERTY LOCATED AT 1335 TO 1365 E. MASON STREET FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT (ZP 18-07)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following five described properties located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District:

1365 E MASON: PLAT OF ASTOR LOT 16 EX PRT FOR ST IN 1038 R 235
BCR BLK 130 (Parcel No. 17-427)

1357 E MASON: PLAT OF ASTOR LOT 17 EX PRT FOR ST DES IN 1039 R
206 BLK 130 (Parcel No. 17-428)

1351 E MASON: PLAT OF ASTOR LOT 18 EX PRT FOR ST IN 1042 R 636
BLK 130 (Parcel No. 17-429)

1337 E MASON: PLAT OF ASTOR LOT 19 EX PRT FOR ST IN 1038 R 250
BLK 130 (Parcel No. 17-430)

1335 E MASON: PLAT OF ASTOR LOT 20 EX N 60 FT EX PRT FOR ST IN
1044 R 614 BLK 130 (Parcel No. 17-431)

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.

ZONING ORDINANCE NO. 6-18
PAGE 2

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

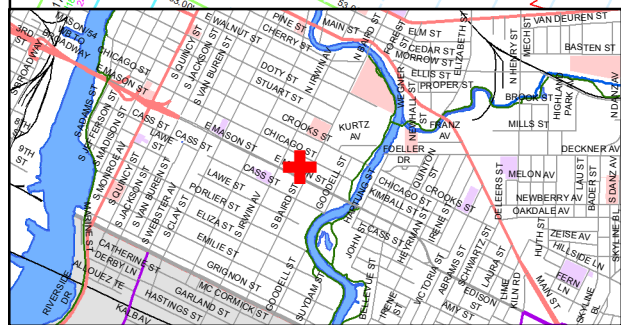
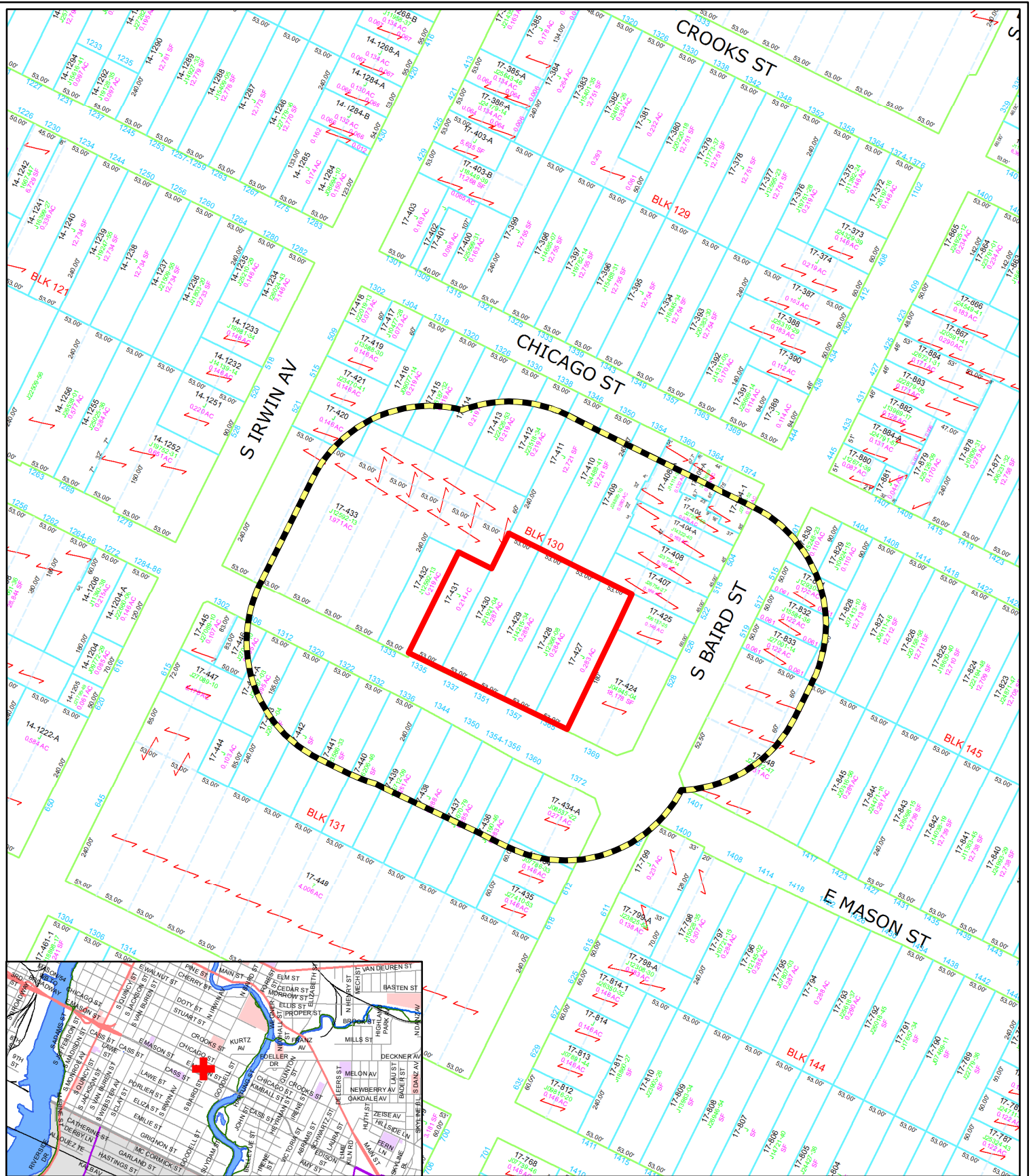
ATTEST:

Clerk

js

Attachment – Map

4/02/18



- Subject Property
- 200' Notice Area

Zoning Petition (ZP 18-07)
Request for a Zone Change from R-1
Low Density Residential District to C-2
Highway Commercial District for Property
at 1335-1365 E. Mason St.



0 100 200 Feet



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Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.I.

Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Absolute Concrete.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.2.

Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Christensen Concrete.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.3.

Refer to the Improvement & Service Committee - Application for Concrete Sidewalk Builder's License by Fischer Ulman Construction Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.4.

Refer to the Protection & Welfare Committee - Request by Brian Bunkelman, The Sardine Can, 128 S. Broadway, to hold outdoor events on June 13, July 11, and August 15, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.5.

To refer to Protection & Welfare Committee a notice of change of agent for El Presidente Green Bay LLC at 219 N Washington Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.6.

To refer to the Protection & Welfare Committee a notice of change of agent for Dollar General Store #6481 at 2241 Main St. Ste B.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.7.

To refer to the Protection & Welfare Committee a notice of change of agent for Dollar General Store #6563 at 1152 S. Military Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.8.

To refer to the Protection & Welfare Committee an application for a "Class B" Combination License by Soriah Hospitality LLC at 1139 Main Street (Currently Top Hat Club, Inc).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.9.

To refer to the Protection & Welfare Committee an application for a "Class A" Liquor License by Tikapur Petroleum, LLC at 2115 Main Street (Currently has a Class "A" Beverage License).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.10.

Refer to Improvement & Service Committee - Application for a Concrete Sidewalk Builder's License by Concrete Finishers LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # O.I.I.

Late communications.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

April 17, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # P.I.

To approve the request to close the unimproved portion of Rothe Street to public traffic, subject to the following conditions:

1. The developer will be required to acquire right-of-way to construct a city-approved cul-de-sac at the south end of existing Rothe Street before the City can release interest in the unimproved portion or an agreed upon alternative with the developer and the Department of Public Works.
2. The developer shall enter into an agreement with the City of Green Bay for use and maintenance of the closure area.
3. The developer will install a curb along the east edge of the proposed driveway and grade an 8 foot wide strip of property adjacent to the curb to accommodate a future trail the city will install.

BACKGROUND

Primary Address: Rothe Street

Aldersperson/District: Ald. Dave Nennig/5

Reason for Request: To use existing right-of-way for a private drive and future public trail access

Subject Parcel Zoning and Land Use: Right-of-Way; Vacant

Surrounding Parcels Zoning and Land Use:

North: Right-of-Way; Improved Rothe Street

South: PL- Public/Institutional; Parkland

East: R3- Varied Density Residential; Vacant Industrial/Future Multi-Family

West: LI- Light Industry & GI- General Industry; Vacant

Comprehensive Plan:

The 2022 Smart Growth Green Bay Comprehensive Plan recommends Parks and Light Industry for the surrounding area. However, the University Avenue Corridor Brownfields Redevelopment Plan calls for a mixed-use area including Multi-Family and Commercial uses.

Analysis:

Rothe Street is a partially improved street that intersects with University Avenue, located between the new Festival Foods site and future mixed used redevelopment site located at 2580 University Avenue. The improved section of Rothe Street south of University Avenue will be retained as right-of-way. This will be used for access into 2580 University Avenue. The remaining unimproved portion is proposed for closure to public traffic.

A new multi-family development was recently approved at 515 Rothe Street. A private drive for this development will be constructed in the closure area, as well as future trail access from improved Rothe Street to the Baird Creek Greenway.

Ald. D. Nennig, adjacent property owners and reviewing agencies have been notified of this request. There

are no objections at this time, so long as the Department of Public Work's condition is met.

RECOMMENDATION

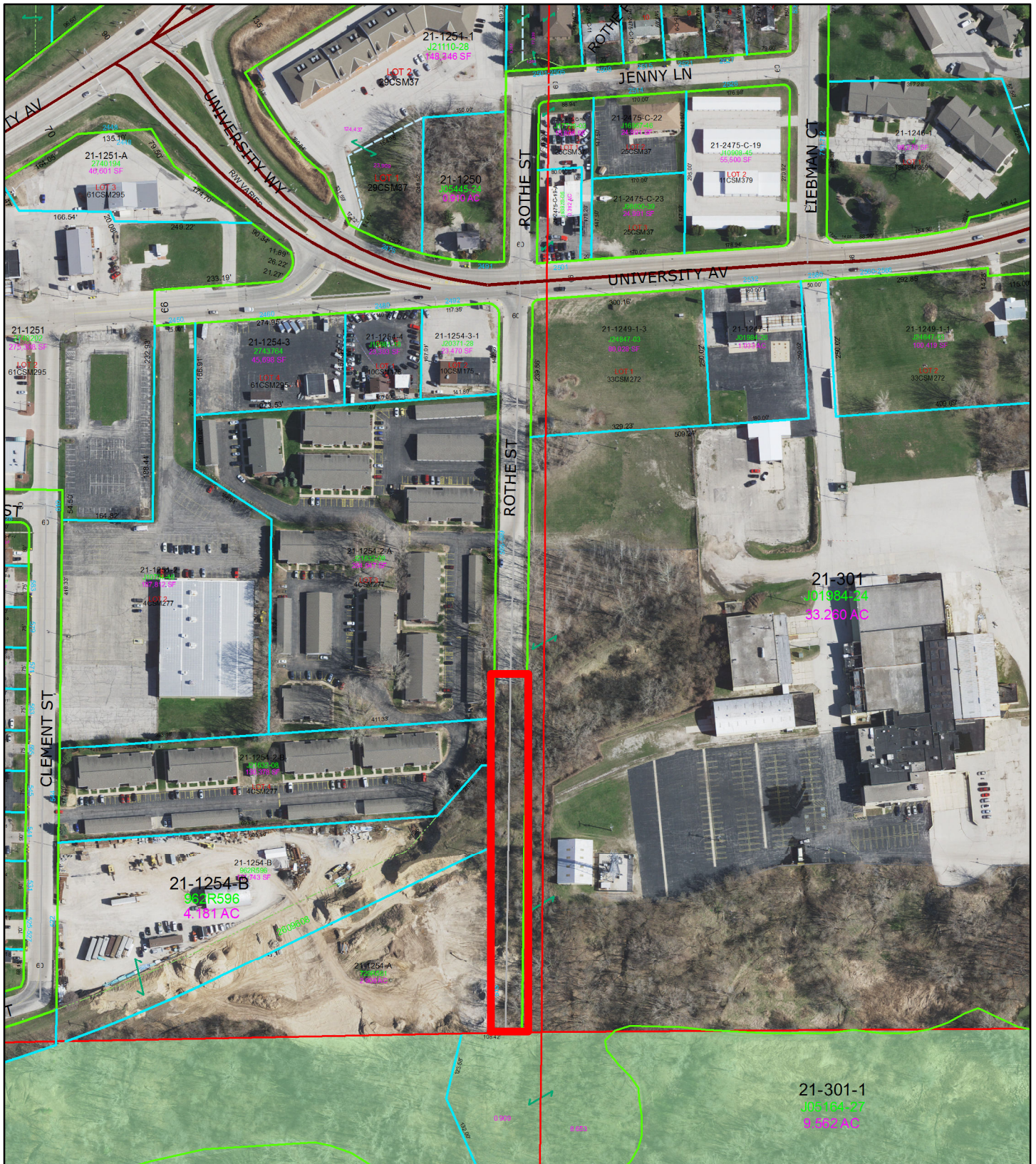
Approval of the request, subject to the following conditions:

1. The developer will be required to acquire right-of-way to construct a city-approved cul-de-sac at the south end of existing Rothe Street before the City can release interest in the unimproved portion.
2. The developer shall enter into an agreement with the City of Green Bay for use and maintenance of the closure area.

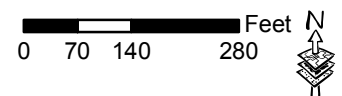
FISCAL IMPACT

ATTACHMENTS

1. SC 18-01 Map
2. SC 18-01 Exhibit
3. SC 18-01 Site Plan



SC 18-01 Street Closure for Unimproved Portion on Rothe Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 3.22.2018 22 Mar 2018 X:\Planning\Basemaps\template_8.5x11.mxd

 Closure Area



Closure Exhibit

Part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, T24N-R21E, in the City of Green Bay, Brown County,
Wisconsin
Rothe Street

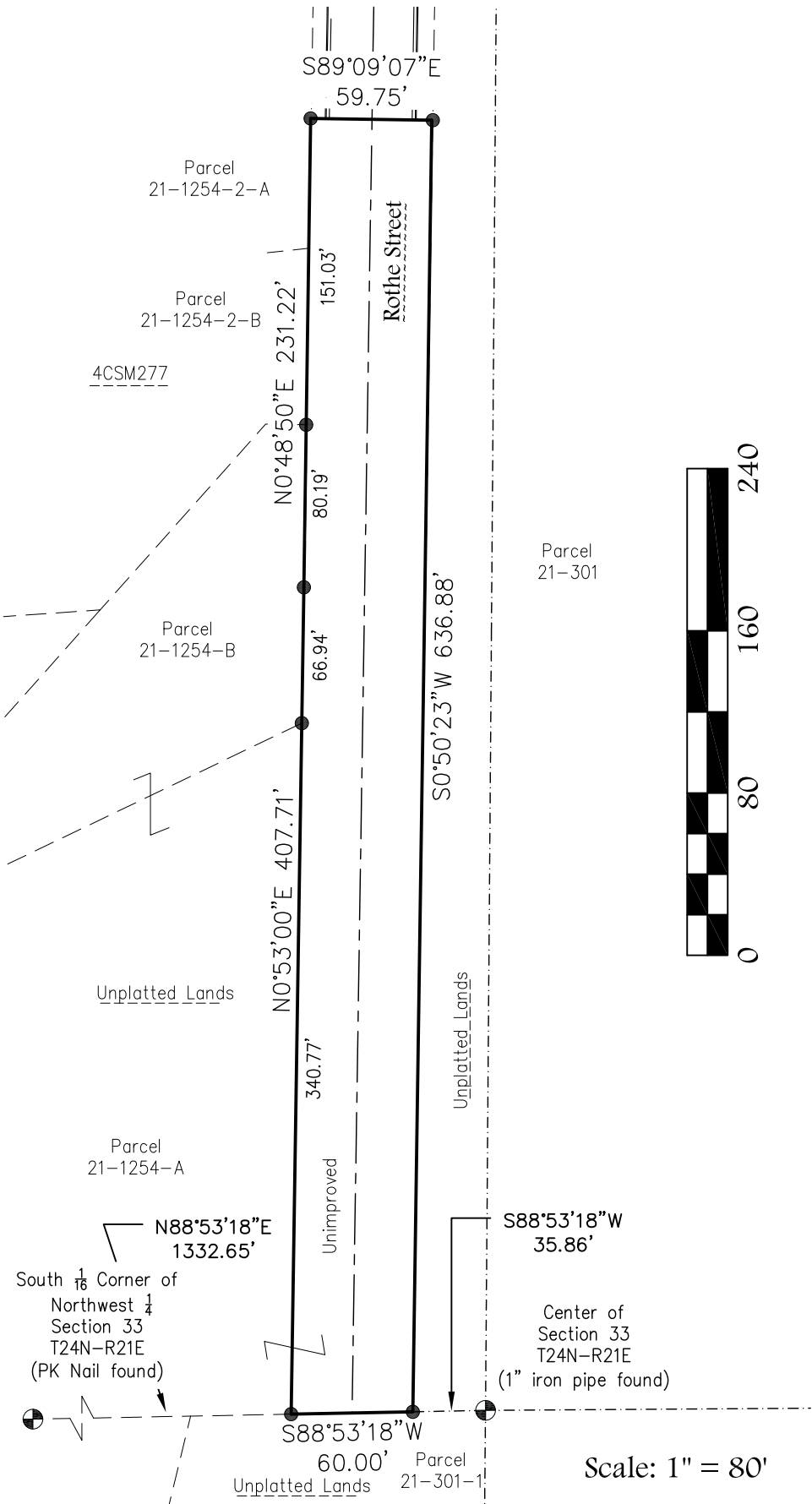


Legend

- Point of Record
- ⊙ Brown County monument
-type noted

NOTES

Bearings referenced to
South line of the
Southeast $\frac{1}{4}$ of the
Northwest $\frac{1}{4}$ of
Section 33,
T24N-R21E, assumed
to be S88°53'18"W°.



Client: Hecker
Tax Parcel: 21-1254-A, 21-1254-B
Drafted By: JEL
File: D-12309SiteSurv 012518.dwg
Data File: D-12309.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

Sheet One of One
Project No.: D-12309
Drawing No.: L-10293
Fieldwork Completed: 3.22.18



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # Q.1.

To approve Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112), subject to minor legal and technical changes.

BACKGROUND

A Developer, Whitney School Development, LLC (a subsidiary of MKE View, LLC), intends to completely renovate the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities.

The project supports our community and economic development strategy to become the City of choice for residents, business, students, and visitors by making the property more:

- safe: adds new structures using latest codes; invests in a neighborhood with above-average police calls
- healthy: reduces imperviousness, enhances the natural landscape, and encourages travel by foot, bicycle, and transit
- connected: interacts positively with adjacent properties, the neighborhood, and community
- loved: rehabilitates a historically-significant structure; expands the range of residential real estate products and housing choices

RECOMMENDATION

Approve Development Agreement 18-01-A with Whitney School Development, LLC, for Whitney School Apartments at 215 N. Webster Avenue (Tax Parcel 9-112), subject to minor legal and technical changes.

FISCAL IMPACT

As of January 1, 2018, the Property has an aggregate assessed value of six hundred and forty-two thousand, three hundred dollars (\$642,300.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- \$14,638.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$14,638.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$5,793.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, five hundred thousand dollars (\$2,500,000.00), which is

anticipated to yield approximately:

- \$56,975.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$56,975.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$22,550.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. There are documented expenses over and above a “normal” development project and traditional financing options cannot fully cover such expenses. We are recommending a pay-as-you-go (PAYGo) obligation of the City, for which the TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property; and the City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

ATTACHMENTS

- I. 8 - Whitney School - A - 9-112 - 180411 - Development Agreement - Council



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-01-A
WHITNEY SCHOOL APARTMENTS

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and Whitney School Development, LLC a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
9-112	215 N. Webster Avenue	1.207

- B. The parcels listed above, along with a twelve (12)-foot-wide Public Alley east of Van Buren Street and west of Webster Avenue, which connects Pine Street on the north to Cherry Street on the south, shall be referred to as the "Property." The Property comprises approximately [1.207] acres of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the Developer shall cause a certified survey map to be prepared, approved and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which consists of renovating the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six hundred and forty-two thousand, three hundred dollars (\$642,300.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$14,638.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$14,638.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$5,793.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2020 to be two million, five hundred thousand dollars (\$2,500,000.00), which is anticipated to yield approximately:
1. \$56,975.00 in total real estate taxes annually (assessed mill rate of \$22.79);

2. \$56,975.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$22,550.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that neglected historic structures will be rehabilitated, the physical environment will be enhanced, the range of residential real estate products will be increased, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be five hundred fifty thousand, nine hundred dollars (\$550,900.00). Any change to the boundary of the Property, through a certified survey map or other means, shall not change on the Base Value.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Whitney School Development, LLC or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District Number Twenty ("TID 20" or the "TID"), of the City of Green Bay, for which the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create this new conservation and rehabilitation or blight TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the

City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be:

1. PAYGo Reimbursement. The City shall provide an TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer, subject to the limitations in III. C.
- e) PAYGo. Commencing in the year after the first occupancy permit for the Project has been issued, reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

2. Qualified Expenditures. The TIF Incentive shall only fund:

- a) Public Improvements, as defined in Section II. M., and environmental remediation and asbestos abatement as required by State and Federal law;
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.

3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of:
 - a) the termination date of the TID;
 - b) or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to October 31, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement.
- B. Construction Documents. Prior to October 31, 2018, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- C. Development Budget. Prior to October 31, 2018, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than five million, five hundred thousand dollars (\$5,500,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 2.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 31, 2018, proof of equity of not less than five percent (5%) in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than October 31, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than October 31, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Prior to October 31, 2018 Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2018. Construction of the Whitney School apartments shall be completed no later than December 31, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.

- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. This prohibition shall not be deemed to prohibit or restrict leasing to tenants or granting any other right to occupy and use any portion or portions of the Property. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property prior to or during Developer's ownership or occupancy of the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
5. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
 - 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
- 2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Governmental Approvals. Developer shall have obtained final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development of the Project.
- D. Project Financing. Developer shall have obtained equity and financing for development of the Project in amounts sufficient to complete the Project according to the plans and specifications.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of thirty (30) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within ninety (90) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. TIF payments shall terminate at the termination date of the TID; or the termination of this Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or

religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street

Green Bay, WI 54301

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

To the Developer: Whitney School Development, LLC
 c/o Milwaukee View, LLC
 Attention: Lindsey Bovinet
 225 E. St. Paul Avenue, Suite 200
 Milwaukee, WI 53202

With Copy to: Reinhart Boerner van Deuren, s.c
 Attention: William R. Cummings, Esq.
 1000 N. Water Street, Suite 1700
 Milwaukee, WI 53202

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages or encumbrances for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
WHITNEY SCHOOL DEVELOPMENT, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____, a member of WHITNEY SCHOOL DEVELOPMENT, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

215 N. Webster Avenue (Tax Parcel 9-112)

Lots 496, 497, 498, 565, 566, and 567, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, Also the Easterly $\frac{1}{2}$ (one-half) of the Vacated Alley lying westerly of said Lots 498 and 565 as described in Brown County Document Number 2797289.

ARCHITECTURAL SITE PLAN
Scale: 1/8" = 1'-0"



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # Q.2.

To approve Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Tax Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2), subject to minor legal and technical changes including language for clarification of condo definition.

The Authority may convene in closed session for Items 1 and 2 pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority 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.

BACKGROUND

A Developer, MKE View, LLC, intends to construct twelve (12) new two (2)-story residential Townhomes along the perimeter of the Property, surrounding a robust green courtyard in the center.

The project supports our community and economic development strategy to become the City of choice for residents, business, students, and visitors by making the property more:

- safe: adds new structures using latest codes; invests in a neighborhood with above-average police calls
- healthy: reduces imperviousness, enhances the natural landscape, and encourages travel by foot, bicycle, and transit
- connected: interacts positively with adjacent properties, the neighborhood, and community
- loved: rehabilitates a historically-significant structure; expands the range of residential real estate products and housing choices

RECOMMENDATION

Approve Development Agreement 18-01-B with MKE View, LLC, for Whitney School Townhomes at 916 Pine Street, 908 Pine Street, 902 Pine Street, 218 N. Van Buren Street, and 214 N. Van Buren Street (Parcels 9-113, 9-114, 9-115-A, 9-115, and 9-116-2), subject to minor legal and technical changes.

FISCAL IMPACT

As of January 1, 2018, the Property has an aggregate assessed value of one hundred and sixty eight thousand dollars (\$168,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property

yields approximately:

- \$3,828.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$3,828.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$1,515.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, six hundred and forty thousand dollars (\$2,640,000.00), which is anticipated to yield approximately:

- \$60,165.00 in total real estate taxes annually (assessed mill rate of \$22.79);
- \$60,165.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
- \$23,813.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The project is not economically viable without public assistance. There are documented expenses over and above a “normal” development project and traditional financing options cannot fully cover such expenses. We are recommending a pay-as-you-go (PAYGo) obligation of the City, for which the TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property; and the City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

ATTACHMENTS

- I. 8 - Whitney School - B - 9-112 - 180412 - Development Agreement - Council



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-01-B
WHITNEY SCHOOL TOWNHOMES

This Development Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MKE View, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
9-113	916 Pine Street	0.159
9-114	908 Pine Street	0.244
9-115-A	902 Pine Street	0.101
9-115	218 N. Van Buren Street	0.101
9-116-2	214 N. Van Buren Street	0.212

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately [0.817] acres of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the Developer shall cause a certified survey map to be prepared, approved and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which consists of Constructing twelve (12) new two (2)-story residential Townhomes along the perimeter of the Property, surrounding a robust green courtyard in the center. The Property shall be divided into condominium units, in which each Townhome shall be defined as an individual condo unit intended for conveyance to a separate purchaser for ownership and occupancy. A condominium association, composed of membership of owners of all of the condominium units, shall be responsible for the general maintenance and repair of common areas on the Property. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and sixty eight thousand dollars (\$168,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$3,828.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$3,828.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$1,515.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2023 to be two million, six hundred and forty thousand dollars (\$2,640,000.00), which is anticipated to yield approximately:
1. \$60,165.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$60,165.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$23,813.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 20” or the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the physical environment will be enhanced, the range of residential real estate products will be increased, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals

shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be one hundred and sixty eight thousand dollars (\$168,000.00). Any change to the boundary of the Property, through a certified survey map or other means, shall not change on the Base Value.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means MKE View, LLC, or any assignee of the same.

- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District Number Twenty ("TID 20" or the "TID"), of the City of Green Bay, for which the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create this new conservation and rehabilitation or blight TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be:
- I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer, subject to the limitations in III. C.
 - e) PAYGo. Commencing in the year after the first occupancy permit for the Project has been issued, reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.
 2. Qualified Expenditures. The TIF Incentive shall only fund:
 - a) Public Improvements, as defined in Section II. M., and environmental remediation and asbestos abatement as required by State and Federal law;
 - b) “Private Improvements” specifically approved by the City or RDA as stated in Section IV. C.
 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a

separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of:
 - a) the termination date of the TID;
 - b) or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to October 31, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement.

- B. Construction Documents. Prior to October 31, 2018, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- C. Development Budget. Prior to October 31, 2018, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than two million five hundred thousand dollars (\$2,500,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 2.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 31, 2018, proof of equity of not less than five percent (5%) in an amount sufficient to obtain financing for all Project costs.
 - G. Proof of Financing. By no later than October 31, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
 - H. Acquisition of Property. By no later than October 31, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
 - I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
 - J. Certified Survey Map. Prior to October 31, 2018 Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
 - K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
 - L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than December 31, 2018. Construction of the Townhomes shall be completed not later than December 31, 2023. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project].
 - M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
 - N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
 - O. Maintenance and Repair. Developer shall at all times during the completion of construction and during its ownership of the Property (or any portion thereof) keep and maintain, or cause to be kept and maintained, the Property (or any portion owned by Developer) in good condition and

repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

P. Transfer or Sale of Project Property.

- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. This prohibition shall not be deemed to prohibit or restrict the sale of any Townhome for ownership and occupancy by such purchaser and any subsequent conveyance by such purchaser. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred, conveyed, leased or owned by any entity or used in any manner that would render any part of the Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes. Developer agrees that a deed restriction shall be recorded in connection the sale of any Townhome restricting future conveyances or use of the property in the manner set forth above.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property prior to or during Developer's ownership or occupancy of the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

S. Insurance. Before commencement of construction activities on the Property and during any construction activities contemplated by this Agreement, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

- I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. With respect to any property and improvements owned by Developer, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the

successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

- a) Any breach by Developer of the terms of this Agreement;
- b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

- U. Condominium Documents. Prior to issuing a certificate of occupancy for the first Townhome, Developer shall provide RDA a copy of the condominium documents for the Property.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Governmental Approvals. Developer shall have obtained final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development of the Project.
- D. Project Financing. Developer shall have obtained equity and financing for development of the Project in amounts sufficient to complete the Project according to the plans and specifications.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property in connection with Developer's ownership of the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project (or such portion thereof owned by Developer) to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required by Developer and such failure continues for a period of thirty (30) days after its due date;
2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within ninety (90) days of the date of filing;
6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

- B. Notwithstanding anything to the contrary herein, the failure of a subsequent owner of a Townhome or any portion of the Property to make full payment of the real estate taxes, special assessments and special charges against such property or to comply with any obligation of such owner arising out of its ownership or use such property, shall not constitute a default by Developer. Developer acknowledges and agrees that the failure of any subsequent owner to make full payment shall directly affect the amount of TIF Incentive available herein, and that in the event the subsequent owner challenges the tax assessment to reduce their total liability, such reduction will also reduce the total amount of incentive available to Developer.

- C. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- D. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- E. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- F. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- G. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. TIF payments shall terminate at the termination date of the TID; or the termination of this Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Except as expressly provided for herein, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301
To the Developer:	Milwaukee View, LLC Attention: Lindsey Bovinet 225 E. St. Paul Avenue, Suite 200 Milwaukee, WI 53202
With Copy to:	Reinhart Boerner van Deuren, s.c Attention: William R. Cummings, Esq. 1000 N. Water Street, Suite 1700 Milwaukee, WI 53202

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens Intentionally Deleted.
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MKE VIEW, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____, a member of MKE VIEW, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MKE VIEW, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MKE VIEW, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

916 Pine Street (Tax Parcel 9-113)

Lot 499, except the Southerly 35 feet thereof, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Lot 499 excepting the Southerly 35 feet thereof as described in Brown County Document Number 2797289.

908 Pine Street (Tax Parcel 9-114)

Lot 500, and the Southerly 35 feet of Lot 499, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Southerly 35 feet of Lot 499 as described in Brown County Document Number 2797289.

902 Pine Street (Tax Parcel 9-115-A)

The Northerly $\frac{1}{2}$ (one-half) of Lot 501, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

218 N. Van Buren Street (Tax Parcel 9-115)

The Southerly $\frac{1}{2}$ (one-half) of Lot 501, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

214 N. Van Buren Street (Tax Parcel 9-116-2)

Lot 2, Volume 10 Certified Survey Maps, Page 155, Brown County Map No. 2244; said map being all of Lot 2 of Volume 7 Certified Survey Maps, Page 171, Map No. 1737, Brown County Records, being part of Lots 562, 563 and 564, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin. Also the Westerly $\frac{1}{2}$ (one-half) of the Vacated Alley lying easterly of said Lot 2, Volume 10 Certified Survey Maps, Page 155 as described in Brown County Document Number 2797289.

[illegible]



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.I.

To approve a request by Department of Public Works to enter into a Professional Services Agreement with AECOM for Construction Services for the BRIDGE I-18 (B-05-225: ATKINSON DRIVE OVER CN/WC RAILROAD) REHABILITATION project (held over from March 28, 2018 Improvement and Service Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.2.

To approve a request by Department of Public Works to contract with Low Competent Engineering Consultant to update the City's Storm Water Management Plan by completing a City Wide Source Loading and Management Model Analysis.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.3.

To receive and place on file a request by Department of Public Works to perform a sidewalk study on East Mason Street from Main Street to the I43 Business Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.4.

To approve report of the Purchasing Manager.

BACKGROUND

A. Request approval to purchase two Autocar Truck Chassis from Quality Truck Care Center for \$265,694.

B. Request approval to purchase two Labrie Refuse Bodies from Stepp Equipment for \$258,978.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4-11-18 IS Refuse Trucks (Purchasing)



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Rick Jensen, Purchasing Manager
DT: April 11, 2018
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Chris Pirlot, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase two Autocar Truck Chassis from Quality Truck Care Center for \$265,694.
2. Request approval to purchase two Labrie Refuse Bodies from Stepp Equipment for \$258,978.

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Truck Chassis, Autocar AXC64 (2)		203503-55140 DPW Equip. Repl.	Quality Truck Care Center	Piggyback Purchase	\$265,694
Refuse Bodies, Labrie Automizer (2)		203503-55140 DPW Equip. Repl.	Stepp Equipment	Piggyback Purchase	\$258,978

Memo

To: Chris Pirlot
Director of Operations

From: Nathan Wachtendonk
Fleet Manager

Date: March 29, 2018

Re: Refuse Truck Chassis



The Department of Public Works Sanitation Department utilizes fully-automated trucks to collect garbage and recycling throughout the City on a daily basis. Trucks 148 (2002 automated side loading truck; purchased new) and 123 (2009 automated side loading truck; purchased used) have reached the end of their useful service life with DPW, and replacement has been approved in the 2018 budget.

In 2016, the City purchased two (2) refuse truck chassis from the lowest-cost responsive bid which was the Autocar ACX64 chassis from Quality Truck Care Center. In 2017, Autocar agreed to honor 2016 pricing and the City purchased two (2) chassis in 2017 at 2016 pricing. In researching current-year truck chassis, Autocar again agreed to honor the 2016 pricing and allow the City to purchase two (2) additional current model year truck chassis in **2018** at the **2016** prices.

In 2017, the City purchased two (2) fully automated side loading bodies. The lowest-cost responsive was the Labrie Automizer from Stepp Equipment. Labrie agreed to honor the 2017 pricing and allow the City to purchase two (2) automated side loading bodies in **2018** at **2017** prices.

The above offer represents a cost savings to the City by not having to pay the model year price increases. Therefore, I recommend the purchase of two (2) Autocar AXC64 refuse truck chassis from Quality Truck Care Center for the cost of **\$132,847** each for a net total of **\$265,694** and two (2) Labrie Automizer fully automated refuse truck bodies from Stepp Equipment for the cost of **\$129,489** each for a net total cost of **\$258,978**. The price includes warranty, training, and travel to the Autocar factory for the Fleet Manager to inspect the truck chassis prior to delivery.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.5.

To receive and place on file the report of the Director of Public Works to award contract BRIDGE I-18 (B-05-225: ATKINSON DRIVE OVER CN/WC RAILROAD) REHABILITATION, to the low, responsive bidder Lunda Construction, in the amount of \$908,880.05.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary-Public

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

BRIDGE 1-18 (B-05-225: ATKINSON DRIVE OVER CN/WC RAILROAD) REHABILITATION

Tuesday, March 20, 2018

Contractor	Bid	Bid Bond
Lunda Construction	\$908,880.05	5%
Zenith Tech	\$973,453.30	5%
Any questions, call 920-448-3100		



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.6.

To approve the contract PAVEMENT REPAIR - 2018, to the low, responsive bidder Fischer-Ulman Construction Inc., in the amount of \$800,275.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.7.

To approve the contract RESURFACING I-18, to the low, responsive bidders:

Part A to Martell Construction in the amount of \$249,991.

Part B to Northeast Asphalt Inc. in the amount of \$765,787.02.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.8.

To approve the contract SEWERS 2-18, to the low, responsive bidder Jossart Brothers Inc., in the amount of \$340,922.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 2-18 (MINI SEWERS)

Tuesday, April 3, 2018

Contractor	Bid	Bid Bond
JOSSART BROTHERS INC	\$340,922.00	5%
DORNER INC	\$348,588.50	5%
Any questions, call 920-448-3100		



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.10.

To approve Agreement(s) for Purchase and Sale of Real Estate for the Webster Avenue project and authorize payments.

BACKGROUND

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

<u>R/W Plat Parcel Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
4	Reginald & Jean Doxtater	1000 Smith Street	\$89,000
9	Molly Barron	1002 Berner Street	115,000
10	David G & Jeanette A Klaus	1032 N Webster Avenue	80,000
15	Craig J Process	916 N Webster Avenue	75,000

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.I I.

To approve Relocation Claims for the Webster Avenue project and authorize payments and to amend Parcel 9a from \$83,211 to \$83,521.

BACKGROUND

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

R/W Plat Parcel <u>Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
4	Reginald & Jean Doxtater	1000 Smith Street	\$55,900
5a	Brian Kohls	1003 Smith Street	58,800
9a	Molly Barron	1002 Berner Street	83,211

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.12.

To approve Deed and Temporary Limited Easements for the Erie Road project and authorize payments.

BACKGROUND

ERIE ROAD – EAST MASON STREET TO PADI-WOOD LANE

<u>R/W Plat Parcel Number</u>	<u>Interest Required</u>	<u>Owners Name</u>	<u>Amount</u>
1	FEE	ERIE ROAD PROPERTIES	\$10
1	TLE	ERIE ROAD PROPERTIES	10
2&3	TLE	ERIE ROAD PROPERTIES	10
7	FEE	PIERQUET FAMILY LIMITED PARTNERSHIP, ETAL	22,400
7	TLE	PIERQUET FAMILY LIMITED PARTNERSHIP, ETAL	10

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.13.

To approve Storm Sewer Easement for the Hillcrest Drive project and authorize payments.

BACKGROUND

HILLCREST DRIVE - W MASON STREET TO HAVEN PLACE

<u>Tax Parcel Number</u>	<u>Interest Required</u>	<u>Owners Name</u>	<u>Amount</u>
6H-824-8	PLE	RICHARD J 7 MARYA E OTRADOVEC	\$10

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.14.

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

- A. Anderson Basement Repair Inc.
- B. Holtger Bros., Inc.
- C. Kurowski Const.
- D. Martell Construction Inc.
- E. Melnarik Concrete Inc.
- F. Tom Conard Const. LLC
- G. Loch Const. Co. Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.15.

To approve the application for a Tree & Brush Trimmer License by Beaver Tree Specialists.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jamie Destiche, Administrative Clerk

AGENDA ITEM # R.16.

To order asphalt pavement, concrete pavement, storm sewer, sanitary sewer and levy assessments on the following streets:

ASPHALT PAVEMENT

MATHER STREET - Gray Street to Vroman Street

SMITH STREET - N. Webster Avenue to St. George Street

ST. GEORGE STREET - Day Street to Eastman Avenue

CONCRETE PAVEMENT

ERIE ROAD - E. Mason Street to 805' S/O E. Mason Street

STORM SEWER

ERIE ROAD - E. Mason Street to 830' S/O E. Mason Street

SANITARY SEWER

ERIE ROAD - Friar's Path to 805' S/O E. Mason Street

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Melissa Edison, Parks Clerk

AGENDA ITEM # S.I.

To approve staff's recommended plan for Colburn Pool to maintain, repair and enhance the existing pool, bathhouse, overflow parking lot and amenities and to spend the existing \$3.5 million in bond funding in the following manner:

- \$500,000 in previous engineering fees
- \$200,000 for necessary repairs to Colburn Pool in the spring of 2018
- \$1,000,000 to be spent by the end of 2019 for improvements to Colburn Pool. The Park Committee will decide at that time what to do with the remaining unspent funding of approximately \$1.8 million, which could go towards debt reduction or other pool related updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Colburn Pool - Renovation Plan
2. Colburn Pool Proposed Amenities

Colburn Pool

Renovations to the Existing Pool

The City bonded \$3,500,000 in 2016 to go towards Colburn Pool. The City has already spent approximately \$500,000 in engineering and misc. expenses for the previous 2 pool designs. That leaves approximately \$3,000,000 to go towards renovations to Colburn Pool, debt reduction or Improvements to Resch and/or Joannes Aquatic Center.

The Parks Department analyzed what repairs would be needed at Colburn Pool to keep the existing facility up and running for the next 10-20 years.

If the desire is to stay within the existing budget then only repairs, cosmetic improvements and the purchase of additional amenities can be completed.

If any pool modifications or structural/layout changes are made to the building, then all pool and ADA codes would kick in. An engineering consultant would have to be hired to design the facility and the budget would likely exceed the \$3,000,000 budget.

This proposed scope of work will replace all of the pool mechanical systems, give the bathhouse a much needed facelift and improve the concessions area. The Parks Department will look at programming needs and purchase new amenities such as pool inflatables to try to increase the revenue and attract more users. A new overflow parking lot will be installed to address the increased pool attendance. These proposed fixes will address all of the current problems we are facing with the existing pool.

\$200,000 - Spring of 2018 Projects

Pool/Mechanical Improvements

- Caulk and paint the pool basin
- Replace some pool mechanical equipment. This would include the pool heaters, controller and recirculation pump.

Pool Deck Improvements

- Purchase inflatables to install in the pool
- Purchase paddleboards and tot boats
- Replace the lifeguard chairs
- Purchase additional deck chairs
- Install a shed for the inflatables and new equipment

Bathhouse Improvements

- Replace the shower fixtures

\$1,000,000 - Projects in the fall of 2018 – Spring of 2019

Pool/Mechanical Improvements

- Replace the pool filters
- Asbestos removal in the pool mechanical room
- Repair the pool gutters

Exterior Improvements

- Replace the perimeter fence
- Add a pool overflow parking lot with associated storm water management north of the pool and wooded area near the ballfields

Bathhouse Improvements

- Replace the doors and windows
- Re-shingle the roof
- Replace the concrete floor in the changing rooms and add changing stalls
- Concessions improvements
- Replace front counter
- Replace the bathroom fixtures
- Tile the floors in the bathrooms, showers and front lobby
- Paint the entire building
- Add signage and façade improvements

Please note that this is a preliminary scope of work and cost estimate. This list and estimated costs will be refined over the next 6-9 months. At that point this project will be brought back to the Park Committee for discussions on what to do with the excess funding.

The current estimate assumes a total cost of \$1,200,000 will be needed for the Colburn Park improvements. That would leave an excess of approximately \$1,800,000 that could be used for debt reduction or invest into one of the other two pools.

The existing bond funding cannot go into a “Long term maintenance account.” Per bonding requirements, it needs to be spent within the next few years or be put towards debt reduction.

The Parks Department cannot guarantee that the improvements listed above are the only improvements that will be needed over the next 10-20 years. This pool is currently over 50 years old. Staff cannot predict what will break over time. The improvements listed above will fix the issues the pool currently is having and will extend the life of the pool for a number of years. If additional repairs need to be made over the next 10-20 years, additional funding may have to be approved at future bond requests.



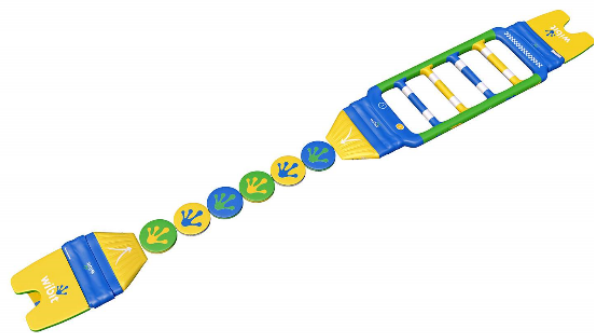
Key Features of the FastTrack 6

The products of the FastTrack are suitable for a shallow water depth. They build the perfect course for individual races or group contests. Extend the number of Wiggle Discs to make the FastTrack fit the length of your pool.

Suitable for shallow water

Perfect balance challenge

Featuring Step for easy entry on both sides





ActionTower XL



Target



What's a CORCL?

Corcl

/kôrkəl/

Is it a noun? **yes**

*Corcl is a round, durable boat for
kids ages 8-15*

Is it a verb? **yes, an ACTION verb!**

Corcl is
the fun way
to get
around!



What can you do with a Corcl?

Most people use a kayak paddle and ...



sit



kneel



spin



go with a friend



socialize



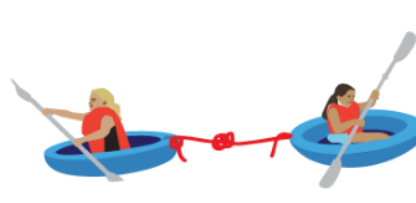
dangle legs



scull to go straight forward (make a figure 8)



sit upside down



play games

**Only for use in calm waters*

Yoga WaterMat



Stand Up Paddleboard





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Melissa Edison, Parks Clerk

AGENDA ITEM # S.2.

To approve the request to authorize staff to quote out and issue purchase orders for all time sensitive items at Colburn Pool necessary to open the pool on June 9, 2018 with a total cost not to exceed \$200,000 and report back to the Park Committee at a later date the final purchase price and selected vendors.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Colburn Pool - Renovation Plan
2. Colburn Pool Proposed Amenities

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\$200,000 - Spring of 2018 Projects

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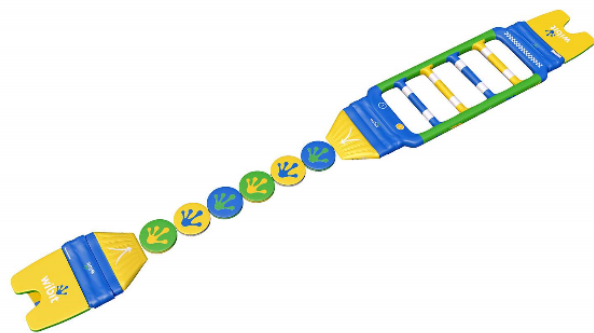
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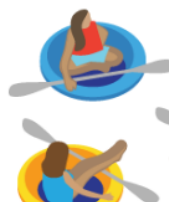
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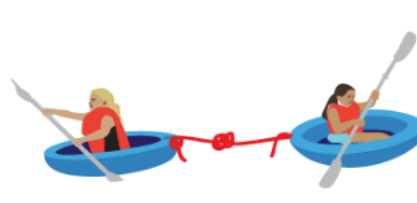
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**Only for use in calm waters*

Yoga WaterMat



Stand Up Paddleboard





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Melissa Edison, Parks Clerk

AGENDA ITEM # S.3.

To approve a request to apply for a DNR Stewardship grant for \$1 million to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park and approve a resolution in support of the application.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution - Authorizing Application for Outdoor Recreation Aids for Bay Beach
2. Grant Application Cover Sheet

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAY BEACH SWIMMING BEACH, PIER, BOARDWALK,
BATHHOUSE AND PARKING LOT CONSTRUCTION**

April 17, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay, a municipal corporation, to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Bay Beach Swimming Beach, Pier, Boardwalk, Bathhouse and Parking Lot Construction, described on the attached application cover sheet; and

WHEREAS, financial aid is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Green Bay will budget a sum sufficient to complete the project or acquisition and hereby authorizes the Director of the Parks, Recreation and Forestry Department, or a designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council for the City of Green Bay will comply with state or federal rules for the programs; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2018

Approved _____, 2018

James J. Schmitt, Mayor

Kris A. Teske, Clerk

Section 1: Project Information						Financial Summary			
Project Title: Bay Beach Swimming Beach, Pier, Boardwalk, Bathhouse and Parking Lot Construction						Total Project Costs \$7,000,000		Grant Request (up to 50%) \$1,000,000	
						Project Type: (select one) ☒ Development ☐ Acquisition ☐ Rehabilitation ☐ Maintenance			
Project Location									
Township	Range	Section	¼	¼ ¼	County				
24 N	21	20	SE	SW	Brown				
GPS Coordinates:									
Lat: 44.532593 Long: -87.980497									
Congressional/Legislative District Numbers									
WI Senate		WI Assembly		US Congress					
30		90		8					
D-U-N-S # 074797028						Total Sponsor Match:		\$6,000,000	



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Melissa Edison, Parks Clerk

AGENDA ITEM # S.4.

To approve the purchase of parts to repair the Yo Yo ride at Bay Beach from Chance Ride MFG Inc. for \$26,997.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution - Authorizing Application for Outdoor Recreation Aids for Bay Beach
2. Grant Application Cover Sheet

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAY BEACH SWIMMING BEACH, PIER, BOARDWALK,
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April 17, 2018

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Adopted _____, 2018

Approved _____, 2018

James J. Schmitt, Mayor

Kris A. Teske, Clerk

Section 1: Project Information						Financial Summary													
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GPS Coordinates:						Donations (Non-Governmental) Land Cash Labor Materials Equipment													
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WI Senate	WI Assembly	US Congress																	
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D-U-N-S # 074797028						Total Sponsor Match: \$6,000,000													



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.I.

To approve a request by the owner of Mi Pueblo, 1905 N. Irwin Avenue, to hold an outdoor event on May 5, 2018, pending approval of their security plan from the Police Department and subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. curiel



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.2.

To approve a application for an available "Class B" Liquor License by Rueben Rodriguez, El Tapatio Restaurant, at 1638 University Avenue, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.3.

To approve a application for a "Class B" Liquor License by Cheryl Knoll, Cheri's Place LLC, at 704 Bellevue St., with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.4.

To hold a request by the owner of Jill's, 613 Bodart Street, to hold outdoor events on June 25 and 30, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.5.

To receive and place on file the Liquor Violation Report from the Police Department for March 26, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. march26



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # T.6.

To refer the Liquor Violation Report from the Police Department for April 9, 2018 to the Police Department to have them review if liquor violation stipulations were violated for Lion's Den.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES**

April 17, 2018

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

Allen, Laura L
Arnold, Richard Lee
Bartels, Ryan T
Bayee, Dominique K
Bialozynski, Sabrina G
Butcher, Kristen N
Carter, Nicole Rae
Choma, Ashton-Brittany M
Clemo, Krystin B
Cota, Leanne C
Curtis, Christina
Dagneau, Lucas D
De Wane, Sean R
Gregoire, Jeffrey T
Hipke, Emmalynne R
Johnson, Jasmine S
Johnson, Jeffrey G
Ledvina, Rick G
LeMay, Tammi M
Mabry, Robert J
Miller, Elizabeth A
Rockwell, Eric L
Ruska, Tabatha M
Schultz, Jessica E
Wauters, Jeremy L
Ysebaert, Maxwell T



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # V.I.

To receive and place on file the Building Permit Report for March 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # V.2.

To receive and place on file the Municipal Court Reports for March 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAY BEACH SWIMMING BEACH, PIER, BOARDWALK,
BATHHOUSE AND PARKING LOT CONSTRUCTION**

April 17, 2018

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Adopted _____, 2018

Approved _____, 2018

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D-U-N-S # 074797028						Total Sponsor Match:		\$6,000,000																			

FINAL PAYMENTS RESOLUTION

April 17, 2018

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. LARSCHIED STORMWATER FACILITY

McKeefry & Sons, Inc.

TOTAL AMOUNT EARNED: \$ 108,611.81

LESS AMOUNT RETAINED: \$ 0.00

\$ 108,611.81

LESS AMOUNT PREVIOUSLY PAID: \$ 106,819.49

AMOUNT DUE THIS ESTIMATE: \$ 1,792.32

ACCOUNT NUMBERS

413500-55359: \$1,792.32

PO #104470

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

dms

**AGREEMENT FOR PURCHASE
AND SALE OF REAL ESTATE
FOR N. WEBSTER AVENUE
April 17, 2018**

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

To approve the following Agreement for Purchase and Sale of Real Estate and authorize payments.

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

<u>R/W Plat Parcel Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
4	Reginald & Jean Doxtater	1000 Smith Street	\$ 89,000
9	Molly Barron	1002 Berner Street	115,000
10	David G & Jeanette A Klaus	1032 N Webster Avenue	80,000
15	Craig J Process	916 N Webster Avenue	75,000

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING
OFFERING PRICE REPORTS
FOR N. WEBSTER AVENUE
April 17, 2018**

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

To approve the following Offering Price Reports and authorize payments:

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

<u>R/W Plat Parcel Number</u>	<u>Interest Required</u>	<u>Owners Name</u>	<u>Offering Price Report Amount</u>
30	TLE	EAST RIVER OF GREEN BAY, LLC	\$ 475
36	TLE	TODD C ANDERSON	190
37	TLE	TRUSTEES OF THE DIOCESE OF FOND DU LAC	960
39	FEE & TLE	GREEN BAY DRESSED BEEF, LLC	49,030
45	FEE & TLE	JOSEPH R MOORE	400
66	FEE	COPPENS RENTALS, LLC	24,000
70	FEE & TLE	ZOZO WORLD, LLC	5,620
71	FEE & TLE	ED & ASSOCIATES	6,930
72	FEE & TLE	GWTGB, LLC	25,655
73	TLE	WISCONSIN PUBLIC SERVICE CORP.	60
74	FEE & TLE	VAN LAANEN PROPERTIES, LLC	275
75	FEE & TLE	LISA LEGOIS MARICQUE & CRAIG MARICQUE	280
76	TLE	PAUL'S PANTRY	50
77	TLE	GREEN BAY PACKAGING, INC.	50

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING
DEEDS (FEEs) AND
TEMPORARY LIMITED EASEMENTS (TLEs)
FOR ERIE ROAD
FROM E. MASON STREET TO PADI-WOOD LANE
April 17, 2018**

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

To approve the following Deed and Temporary Limited Easements and authorize payments.

ERIE ROAD – EAST MASON STREET TO PADI-WOOD LANE

<u>R/W Plat Parcel Number</u>	<u>Interest Required</u>	<u>Owners Name</u>	<u>Amount</u>
1	FEE	ERIE ROAD PROPERTIES	\$ 10
1	TLE	ERIE ROAD PROPERTIES	10
2&3	TLE	ERIE ROAD PROPERTIES	10
7	FEE	PIERQUET FAMILY LIMITED PARTNERSHIP, ETAL	22,400
7	TLE	PIERQUET FAMILY LIMITED PARTNERSHIP, ETAL	10

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING
STORM SEWER EASEMENT
FOR HILLCREST DRIVE
April 17, 2018**

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

To approve the following Storm Sewer Easement and authorize payments:

HILLCREST DRIVE – W MASON STREET TO HAVEN PLACE

<u>Tax Parcel Number</u>	<u>Interest Required</u>	<u>Owners Name</u>	<u>Amount</u>
6H-824-8	PLE	RICHARD J & MARYA E OTRADOVEC	\$10

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**FINAL RESOLUTION AUTHORIZING
SANITARY SEWER AND/OR
SANITARY SEWER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY
April 17, 2018**

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing in the City Hall at 6:00 p.m. on the 11th day of April, 2018, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

ERIE ROAD – Friar's Path to 805' S/O E. Mason Street

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

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That the special assessments that were not required to be prepaid and were not paid in cash within thirty (30) days of the date of billing shall be payable in five (5) annual installments with interest thereon at the rate of four and three-quarter percent (4.75%) per annum.
6. That the special assessments that were required to be prepaid and were not deposited with the City prior to the awarding of the contract shall be payable to the City of Green Bay within thirty (30) days of the date of billing or they will be placed on the current tax roll as a lien against the property.
7. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

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

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

ejns

**FINAL RESOLUTION AUTHORIZING
STORM SEWER AND/OR STORM SEWER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
April 17, 2018**

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing in the City Hall at 6:00 p.m. on the 11th day of April, 2018, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

ERIE ROAD – E. Mason Street to 830' S/O E. Mason Street

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

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That the special assessments that were not required to be prepaid and were not paid in cash within thirty (30) days of the date of billing shall be payable in five (5) annual installments with interest thereon at the rate of four and three-quarter percent (4.75%) per annum.
6. That the special assessments that were required to be prepaid and were not deposited with the City prior to the awarding of the contract shall be payable to the City of Green Bay within thirty (30) days of the date of billing or they will be placed on the current tax roll as a lien against the property.

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

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

ejns

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
April 17, 2018**

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:00 p.m. on the 11th day of April, 2018, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

MATHER STREET – Gray Street to Vroman Street
SMITH STREET – N. Webster Avenue to St. George Street
ST. GEORGE STREET – Day Street to Eastman Avenue

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

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of four and three-quarter percent (4.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

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

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

ejns

**FINAL RESOLUTION AUTHORIZING
CONCRETE PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
April 17, 2018**

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:00 p.m. on the 11th day of April, 2018, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

ERIE ROAD – E. Mason Street to 805' S/O E. Mason Street

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

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Service Committee, is hereby adopted and approved.
2. That the Improvement & Service Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of four and three-quarter percent (4.75%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

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

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

ejns

**RESOLUTION ACCEPTING
RELOCATION CLAIMS
FOR N. WEBSTER AVENUE
April 17, 2018**

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

To approve the following Relocation Claims and authorize payments.

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

<u>R/W Plat Parcel Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
4	Reginald & Jean Doxtater	1000 Smith Street	\$55,900
5a	Brian Kohls	1003 Smith Street	58,800
9a	Molly Barron	1002 Berner Street	83,521

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld



Report to the
Protection and Welfare Committee
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Jaime Fuge, Clerk III

AGENDA ITEM # X.I.

General Ordinance No. 3-18

An ordinance amending portions of Chapter 8 Green Bay Municipal Code, relating to exotic and excess animal permits.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. GO3.18

GENERAL ORDINANCE NO. 3-18

AN ORDINANCE
AMENDING PORTIONS OF CHAPTER 8
GREEN BAY MUNICIPAL CODE,
RELATING TO EXOTIC AND EXCESS ANIMAL PERMITS

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

SECTION 1. Section 8.04(2), Green Bay Municipal Code, is hereby amended to read:

- (a) ~~Prohibited~~ **PERMIT REQUIRED.** No person shall possess an exotic animal without first obtaining an Exotic Animal Permit.

SECTION 2. Section 8.04(3), Green Bay Municipal Code, is hereby amended to read:

(3) **EXOTIC OR EXCESS ANIMAL PERMIT**

~~PERMIT REQUIRED FOR POSSESSION OF OTHER ANIMALS. No person shall possess an animal, other than an exotic animal or animal otherwise licensed pursuant to the Green Bay Municipal Code, without first obtaining a permit from the Humane Officer. In reviewing a permit application, the Humane Officer shall consider the number of animals to be possessed, their location, the facilities to be used for such purpose, and the likelihood of a public or private nuisance being created.~~

(a) **APPLICATIONS.**

1. **Application for an Exotic or Excess Animal Permit shall be made to the City Clerk on a form supplied by the City Clerk's Office.**
2. **Upon receipt of an application, the City Clerk shall forward the application to the Humane Officer for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of this section.**
3. **All applications shall be accurately completed in its entirety or shall be rendered void by the City Clerk.**
4. **A permit may be granted without further review by the City Council in the event the Humane Officer approves of the application.**
5. **Each permit shall expire upon the death of the animal which is the subject of the permit.**

(b) **FACTORS TO BE CONSIDERED.** In determining whether a permit under this section shall be granted, the Humane Officer shall consider the number and type of animals to be possessed, the applicant's criminal record including any animal

related police calls for service, known prior history of the animal/s, health of the animal/s, whether proper licenses and vaccinations have been obtained, the condition of the applicant's residence where the animals will be kept, the likelihood of a public or private nuisance being created, and any other factors determined to be relevant by the Humane Officer.

(c) DENIAL.

1. If the Humane Officer determines that any portion of the application is false or that the applicant does not possess the necessary qualifications, the application may be denied by the Humane Officer.
2. The Humane Officer shall notify any applicant so denied.
3. Any applicant whose application has been denied by the Humane Officer may appeal such determination to the Protection and Welfare Committee. Upon appeal, the Protection and Welfare Committee shall determine if the applicant possesses the qualifications of this section. After making such determination, the Protection and Welfare Committee shall forward its recommendation to the Common Council.

(d) ISSUANCE OF LICENSE. The City Clerk shall not issue any Exotic or Excess Animal Permit until all the requirements above have been satisfied.

read: **SECTION 3.** Section 8.04(6), Green Bay Municipal Code, is hereby amended to

(6) ACCUMULATION OF ANIMAL WASTE. No person possessing an animal shall permit more than 24 **72** hours accumulation of such animal's manure **feces** to remain on property under the possessor's control.

read: **SECTION 4.** Section 8.08(3), Green Bay Municipal Code, is hereby amended to

(3) NUMBER OF DOGS LIMITED. ~~(a) (Amd. GO 19-14) No family shall own, harbor, or keep in its possession more than two dogs on any residentially-zoned lot in any dwelling unit without the prior approval of the Council~~ **first obtaining an Excess Animal Permit**, except that a litter of pups or a portion of a litter may be kept for not more than eight weeks from birth if the mother of the pups is owned by one of the occupants of the residential lot **dwelling unit** and the mother of the pups resides at the residential lot **dwelling unit**. ~~If more than one family resides on a residential lot, then only two dogs shall be allowed on the residential lot unless the prior approval is obtained from the Council. For the purpose of this section, the term "family" shall be defined as one or more persons.~~

~~(b) (Amd. GO 81-93; Amd. GO 30-10) The above requirement may be waived with the approval of the Council. Such application for waiver shall signed by the applicant and the owner of the residentially-zoned lot if the landowner is not the applicant. The application shall be made to the Humane Officer who shall forward the request with a recommendation for approval or objection to the Protection and Welfare Committee of~~

GENERAL ORDINANCE 3-18

Page 3

~~the Council, which shall receive reports from the Inspection Division and the Police Department on such application. After deliberation, the Protection and Welfare Committee shall forward the matter to the Council for its action.~~

SECTION 5. Section 8.09(3), Green Bay Municipal Code, is hereby amended to read:

(3) NUMBER OF CATS LIMITED. (Rep. & Rec. GO 9-05; Amd. GO 30-10) No person family shall own, harbor, or possess ~~keep in its possession~~ more than three cats on any lot ~~zoned as residential~~ **in any dwelling unit** without the prior approval of the Council **first obtaining an Excess Animal Permit**, except that a litter of kittens, or a portion of a litter, may be kept for not more than eight weeks from birth. An ~~application for prior approval of the Humane Officer or Council shall be signed by the applicant and the owner of the residentially-zoned lot if the landowner is not the applicant.~~ If more than one family resides on a residential lot, then only three cats shall be allowed on the residential lot unless the prior approval is obtained from the Council **an Excess Animal Permit is obtained**. For the purpose of this section, the term "family" shall be defined as one or more persons.

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

SECTION 7. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ:js



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # Y.I.

Zoning Ordinance No. 5-18

An ordinance amending Zoning Ordinance 24-91 to permit general office uses as part of the Planned Unit Development (PUD) Overlay District for 123 North Oakland Avenue. (ZP 18-06)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ZO 5-18 Amend ZO 24-91 to Permit General Office Use for PUD at 123 N Oakland Ave
2. ZP 18-06 B&W Map_Amend PUD 123 N Oakland

ZONING ORDINANCE NO. 5-18

AN ORDINANCE AMENDING ZONING ORDINANCE 24-91 TO PERMIT GENERAL OFFICE USES AS PART OF THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR 123 NORTH OAKLAND AVENUE (ZP 18-06)

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 on the following described property:

FIKS ADD S 147 FT OF E 159 FT OF LOT 1 EX PRT DES IN VOL 278 D 561 BCR (Tax Parcel No. 3-1068)

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

A. Permitted Uses. General Office Uses, as defined in Section 13-303, Green Bay Municipal Code.

B. Development Standards.

1. Front Yard Setback (East and South Lot Lines)
 - a. Parking: 48 feet on North Oakland Avenue and 14 feet on Shawano Avenue
 - b. Structure: 70 feet on both North Oakland Avenue and Shawano Avenue
2. Side Yard Setback (North Lot Line)
 - a. 10 feet. This area shall be a transitional yard as defined in Section 13-1820, Green Bay Municipal Code.
3. Rear Yard Setback (West Lot Line)
 - a. 20 feet. This area shall be a transitional yard as defined in Section 13-1820, Green Bay Municipal Code.

C. Historic Preservation. Until such time as a Historic Preservation Ordinance is adopted by the City of Green Bay Common Council which regulates alterations to properties within designated historic districts, the following shall apply:

1. During any construction, renovation or restoration activity on the property, every effort shall be made to retain historical integrity of the Joel S. Fisk House, after consultation with the Historic Preservation Commission. If at any time the City feels the work is diminishing the historic value of the property by deviating from the U.S.

Secretary of the Interior's Standards for Rehabilitation of Historic Properties, the City has the authority to place a stop work order on the project. The stop work order may be removed by the City Plan Commission if it is demonstrated that the work does not deviate from the standards, after first receiving recommendation of the City Historic Preservation Commission.

2. No permit to demolish all or part of the historic structure shall be granted by the Building Inspection Department without first being approved by the City Plan Commission, after first receiving recommendation of the City Historic Preservation Commission.
- D. Parking. All parking shall be provided as set forth in Section 13-1700, Green Bay Municipal Code.
- E. Lighting. All exterior lighting shall be provided as set forth in Section 13-523 through 13-528, Green Bay Municipal Code.
1. All lighting exterior lighting shall be designed or screened so as not to cause glare or direct illumination of surrounding properties.
- F. Landscaping. All Landscaping shall be provided as set forth in Section 13-1820 through 13-1825, Green Bay Municipal Code
- G. Signage. Signage is restricted to one (1) ground mounted identity sign as follows:
1. Sign shall be permitted within the front yard setback area but shall not encroach into the Vision Clearance Area as regulated in Section 13-510, Green Bay Municipal Code.
 2. Sign shall have a maximum height of five (5) feet as measured from the top of curb to the top of the sign.
 3. Sign structure shall be constructed of materials that are consistent and complimentary to the Fisk House.
 4. Message panel of the sign shall be no greater than six (6) feet in length by two (2) feet in height and shall be limited to the business name, logo, address and reference to the Fisk House.
 5. Sign shall not be internally illuminated.
- H. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD.

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.

ZONING ORDINANCE NO. 5-18

PAGE 3

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 _____ day of _____, 2018.

APPROVED:

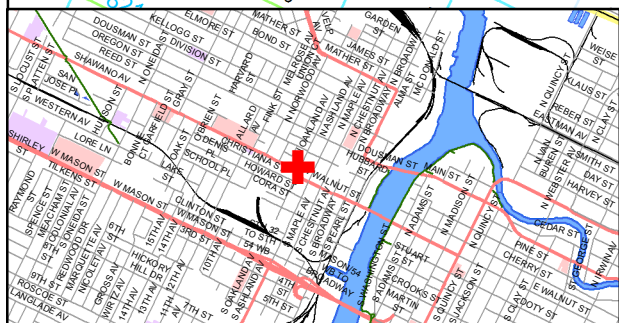
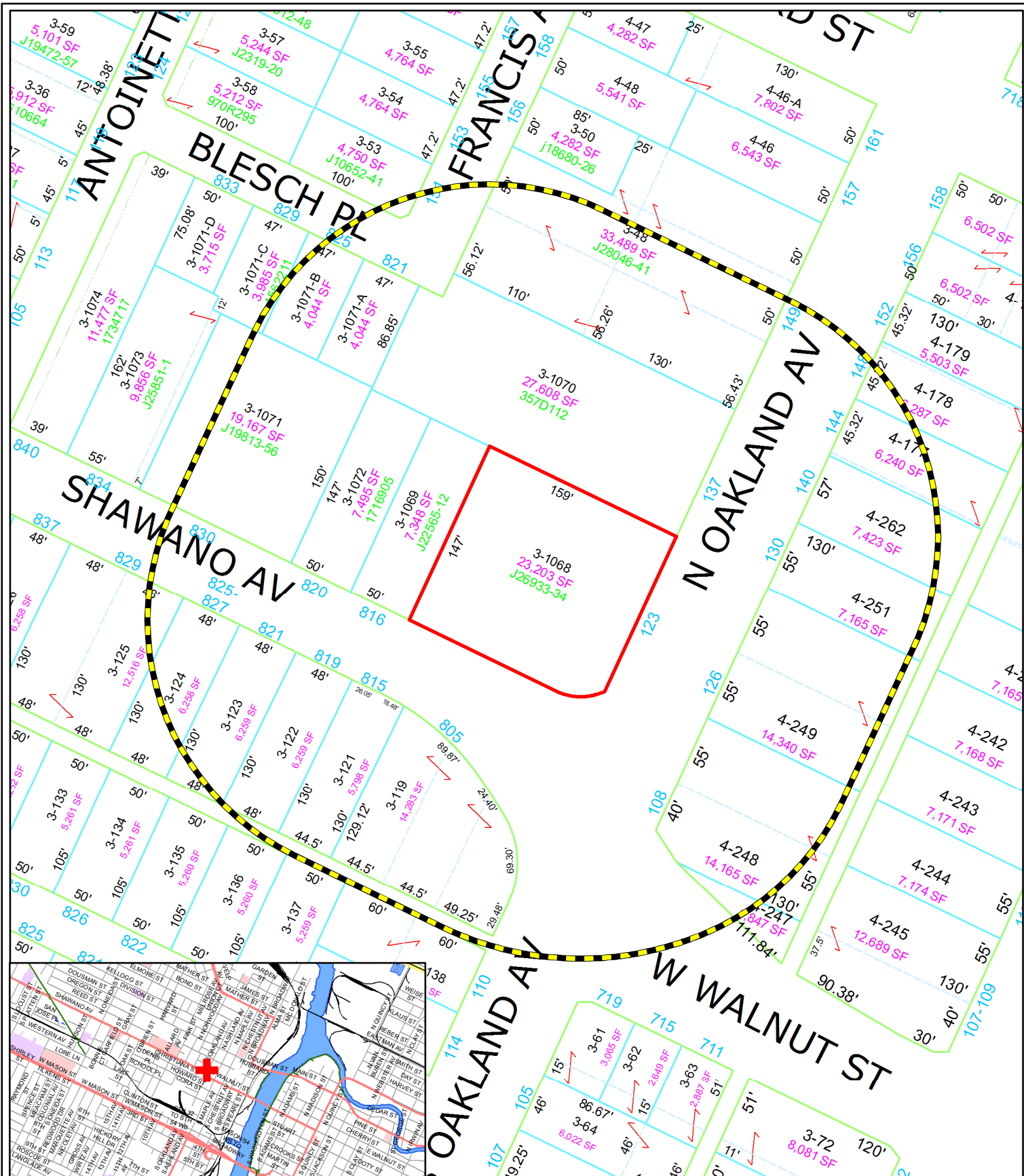
Mayor James J. Schmitt

ATTEST:

Clerk

DB:js

Attachment: Location Map
04/02/18



- Subject Property
- 200' Notice Area

Zoning Petition (ZP 18-06)
Request to Amend a Planned Unit
Development to allow General Office
Use at 123 N. Oakland Ave.

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB



0 50 100 Feet





Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # Y.2.

Zoning Ordinance No. 6-18

An ordinance rezoning property located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District. (ZP 18-07)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ZO 6-18 - Rezone Properties Located at 1335 to 1365 E. Mason Street
2. ZP 18-07 B&W Map_Rezone E Mason-Goben

ZONING ORDINANCE NO. 6-18

AN ORDINANCE REZONING PROPERTY LOCATED AT 1335 TO 1365 E. MASON STREET FROM LOW DENSITY RESIDENTIAL (R1) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT (ZP 18-07)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following five described properties located at 1335 to 1365 E. Mason Street from Low Density Residential (R1) District to Highway Commercial (C2) District:

1365 E MASON: PLAT OF ASTOR LOT 16 EX PRT FOR ST IN 1038 R 235
BCR BLK 130 (Parcel No. 17-427)

1357 E MASON: PLAT OF ASTOR LOT 17 EX PRT FOR ST DES IN 1039 R
206 BLK 130 (Parcel No. 17-428)

1351 E MASON: PLAT OF ASTOR LOT 18 EX PRT FOR ST IN 1042 R 636
BLK 130 (Parcel No. 17-429)

1337 E MASON: PLAT OF ASTOR LOT 19 EX PRT FOR ST IN 1038 R 250
BLK 130 (Parcel No. 17-430)

1335 E MASON: PLAT OF ASTOR LOT 20 EX N 60 FT EX PRT FOR ST IN
1044 R 614 BLK 130 (Parcel No. 17-431)

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.

ZONING ORDINANCE NO. 6-18
PAGE 2

Dated at Green Bay, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Mayor

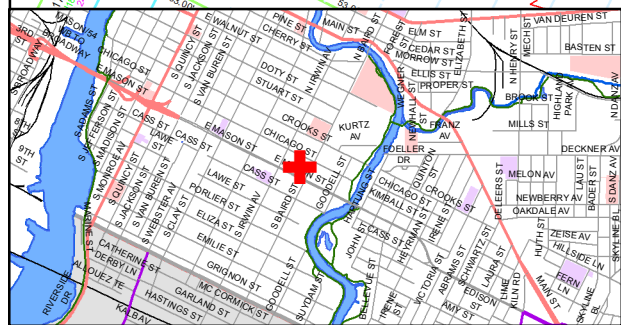
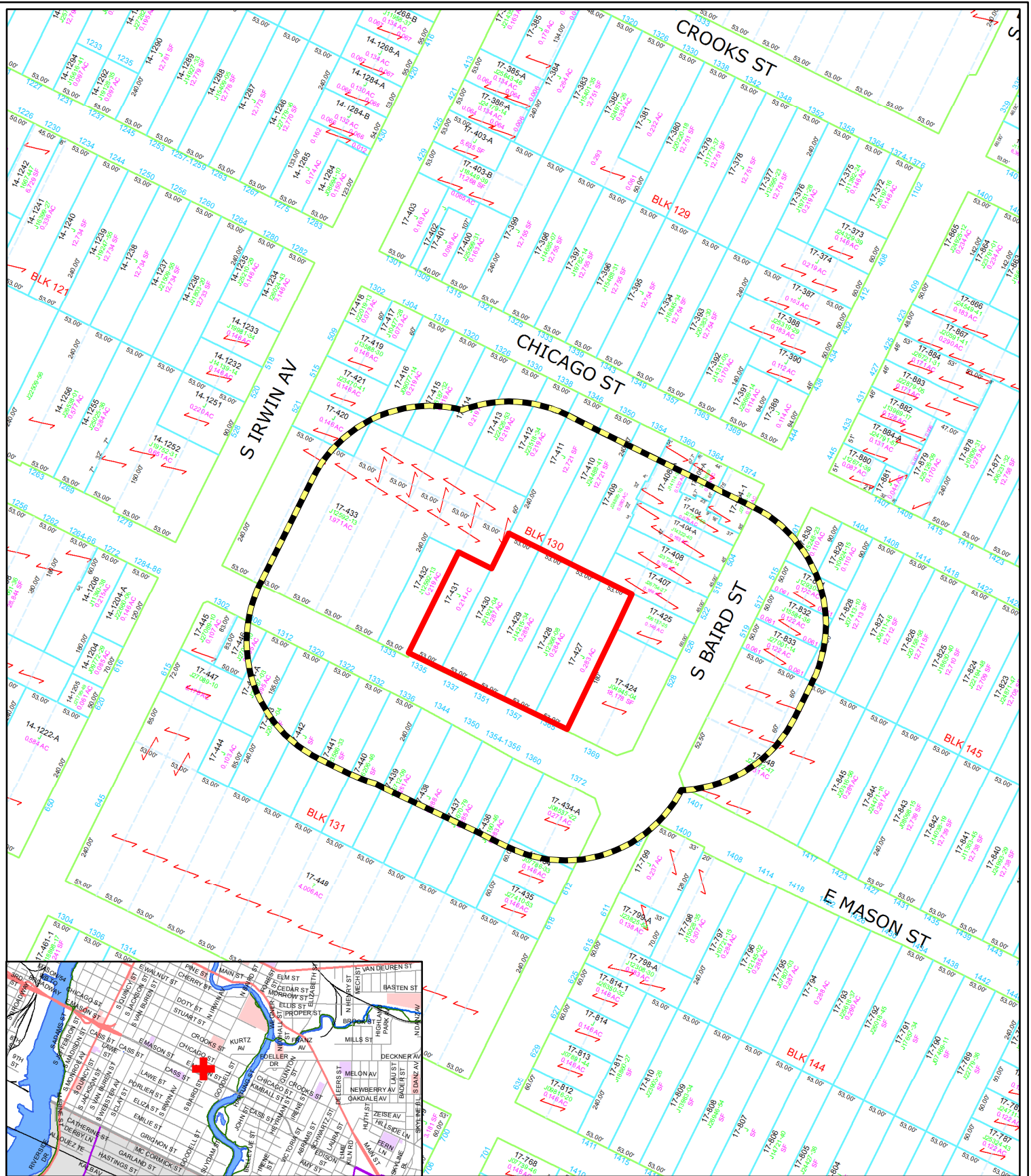
ATTEST:

Clerk

js

Attachment – Map

4/02/18



- Subject Property
- 200' Notice Area

Zoning Petition (ZP 18-07)
Request for a Zone Change from R-1
Low Density Residential District to C-2
Highway Commercial District for Property
at 1335-1365 E. Mason St.



0 100 200 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 17, 2018

PREPARED BY

Kris Teske, City Clerk

AGENDA ITEM # Y.3.

General Ordinance No. 5-18

An ordinance amending Section 6.38(4), Green Bay Municipal Code, relating to lobbyist registration.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 5-18 - Amend. 6.38(4) Relating to Lobbyist Registration

GENERAL ORDINANCE NO. 5-18

**AN ORDINANCE
AMENDING SECTION 6.38(4),
GREEN BAY MUNICIPAL CODE,
RELATING TO LOBBYIST REGISTRATION**

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

SECTION 1. Section 6.38(4), Green Bay Municipal Code, is hereby amended to read:

(4) The City Clerk shall ~~immediately notify by phone and provide~~ **email** a copy of any registration form filed with the Clerk's office to all elected officials, including any updates by the lobbyist.

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 2nd day of April, 2018.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

4/02/18