AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 21, 2018, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

D. Approval of Minutes.

1. Approval of the minutes of the July 17, 2018 meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Appointments

1. **NEW APPOINTMENTS:**

Ethics Board
Chari Graham, 115 E. Walnut St., Apt 315, Green Bay, WI 54301
Term to expire: March 1, 2021

Redevelopment Authority
Deby Dehn, 1010 S. Jackson St., Green Bay, WI 54301
Term to expire: March 1, 2021

Zoning & Planning Board of Appeals
Jim Hutchison, 1140 Livingston St., Green Bay, WI 54311
Term to expire: May 1, 2019

Sustainability Commission
Alder Randy Scannell, District 7
Term to expire: Term of Office

Essie Fels, City employee, Transit
Term to expire: August 21, 2019

Chase Hyland, 305 George St., Crivitz, WI 54114
Term to expire: August 21, 2019

Stephanie Ortiz, 520 Pine Terrace, Green Bay, WI 54303
Term to expire: August 21, 2020

Debora Hutchison, 1140 Livingston St., Green Bay, WI 54311
Term to expire: August 21, 2020

Seth Hoffmeister, 1136 Lawe St., Green Bay, WI 54301
Term to expire: August 21, 2021

Mark Walter, 1350 Servais St., Green Bay, WI 54304
Term to expire: August 21, 2021

I. Presentations

1. Anti-harassment training by Rick Bayer, CVMIC Director of Loss Control.

J. Public Hearings.

1. Misc Ordinance No. 2-18
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to revise the land use of property located at 1003 Pine Street and 1000 Main Street from Medium Instensity Retail Office Housing (MIROH) to Commercial (C).

2. General Ordinance No. 18-18
   An ordinance amending and creating sections of Chapter 13, Green Bay Municipal Code, Relating to the Historic Preservation of Sites, Structures and Districts.

3. Zoning Ordinance No. 11-18
   An Ordinance creating a Planned Unit Development (PUD) overlay district for Property located at 1060 Gray Court.

4. Zoning Ordinance No. 12-18
   An Ordinance creating a Planned Unit Development for the proposed residential development located in the 200 block of North Van Buren Street.

K. Ordinances - Third Reading.

1. General Ordinance No. 14-18. An ordinance amending section 29.307, Green Bay Municipal Code, relating to traffic regulations.

2. General Ordinance No. 15-18. An ordinance amending section 29.208, Green Bay Municipal Code, relating to parking regulations.

3. General Ordinance No. 18-18
   An ordinance amending and creating sections of Chapter 13, Green Bay Municipal Code, Relating to the Historic Preservation of Sites, Structures and Districts.

4. Misc Ordinance No. 2-18
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay to revise the land use of property located at 1003 Pine Street and 1000 Main Street from Medium Instensity Retail Office Housing (MIROH) to Commercial (C).

5. Zoning Ordinance No. 11-18
   An Ordinance creating a Planned Unit Development (PUD) overlay district for Property located at 1060 Gray Court.

6. General Ordinance No. 16-18, Section 8.11(4)(a), Green Bay Municipal Code, relating to Unmanaged Plant Growth.

7. General Ordinance No. 19-18, an ordinance creating Section 4.18, Green Bay Municipal Code, relating to Municipal Vehicle Registration Fee.

8. General Ordinance No. 13-18. An ordinance amending Sections 2.04, 2.05 of the Code relating to Protection and Policy Committee.

9. Zoning Ordinance No. 12-18
   An Ordinance creating a Planned Unit Development for the proposed residential development located in the 200 block of North Van Buren Street.

L. Report of the Redevelopment Authority (August 14, 2018).

1. To approve Development Agreement 18-04 with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions.

   The Council may convene in closed session 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

2. To approve Development Agreement 18-05 with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions.

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3. To recommend Common Council consent to request by Hometown Bank to release its interest in Historic Tax Credits per the Continuing Guaranty (Limited) RailYard: North at 420 N. Broadway and 520 N. Broadway (Tax Parcels 5-1756 and 5-1757).

   The Council may convene in closed session 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

M. Report of the Improvement & Services Committee (July 30, 2018)

1. To refer to staff to study request by Ald. Galvin for Department of Public Works to develop and implement a five year plan to inspect sidewalks and repair or replace them to code.

2. To receive and place on file the request by Ald. Lefebvre for partial reimbursement (or temporary waiver of wheel tax) for residential properties that paid road improvement assessments in the past three years.

3. To receive and place on file the request by Ald. Lefebvre on behalf of a resident at 1855 Eastman Avenue for a review of the overnight parking ordinance related to multi-family residential property.

4. To approve the request by Ald. Scannell to install monument in public right-of-way on the north side of Main Street at the Fox River Trail.

5. To approve the request by the Department of Public Works to replace sewer combination truck 95 as amended, the Utility must replace the funds borrowed from the replacement fund for this purchase.

6. To approve the request by the Department of Public Works to have approval to award contracts associated with the construction of the Big Wheel ride at the Bay Beach Amusement Park, including site work and foundation construction, and to report out any contracts awarded at the next regularly scheduled meeting of the Improvement and Services Committee.

7. To receive and place on file the report of actions taken by Department of Public Works

A. Award of contracts - None

B. Granting of Licenses

1. Concrete Sidewalk Builders
   a. Complete Flatwork Specialists LLC
   b. Malcore Concrete Inc.

2. Underground Sprinkler System by RainMaster Irrigation Inc.

C. Real estate acquisition for Webster Avenue

1. Agreement for Purchase (Parcel Number, Address, Owner Name, Amount)

13, 1002 Harvey Street, Beverly Moeser, $108,000
14,1001-05 Day Street, Brown County, $8,457.31

2. Relocation Payments (Parcel Number, Address, Owner Name, Amount)

7a, 1108 N. Webster Avenue, Anthony Shea, $569
22a, 1005 Berner Street, Regina Donaldson, $89,376
24a, 1008 Vanderbraak Street, Don Lecher, $360
24a, 1008 Vanderbraak Street, Don Lecher, $500

3. Administrative Revision (Parcel Number, Address, Owner Name, Amount)

16, 918 N. Webster Avenue, William L. Moehring, $37,000
17, 1024 N. Webster Avenue, Debra L. Mlezvia, $85,000
20, 1002 Reber Street, Crooked Wood Corp., $86,000

N. Report of the Protection & Welfare Committee (August 13, 2018).

1. To approve a request by Turn it Up! Tap, 1689 E. Mason St., to temporarily extend their licensed premise to hold an outdoor event in their parking lot on Aug 24, Sept 22, and Sept 29, subject to complaint.

2. To approve a request by Richard Craniums, 840 S. Broadway, to temporarily extend their licensed premise to hold an outdoor event prior to each of the 2018 Packer home games, subject to complaint.

3. To approve a request by Richard Craniums, 840 S. Broadway, to temporarily extend their licensed premise to hold an outdoor event on Aug 25 – Aug 26 from 12 pm to 10 pm., subject to complaint.

4. To grant a "Class B" (wine only) license by Badger State Brewing Company LLC at 990 Tony Canadeo Dr. with a licensed premises description of building including production facility, tasting room & offices & patio event garden and beer garden adjacent to building, with the approval of the proper authorities and to waive requirements of ordinance regarding the outdoor patios (requires 2/3 vote).

5. To grant an available "Class B" Combination license by The Tarlton Theatre, LLC at 405 W. Walnut St., with the approval of the proper authorities.

6. To grant a "Class B" Combination license to State Street Pub of GB LLC at 1238 State St. (Formerly Loch's Bar) with a licensed premises description including bar and storage room (description amended to exclude outdoor patio), with the approval of proper authorities.

7. To grant an available "Class B" Combination license by 304 North Adams Green Bay LLC at 304 N. Adams St. with a licensed premises that includes hotel building (see attached), restaurant, bar, banquet and meeting rooms, and guest rooms, with the approval of the proper authorities.

8. To receive and place on file a request by Ald. Wery that all City campaign finance reports shall be accessible on city website for duration of elected official's term and five years after leaving office.

9. To deny an appeal by Lisa Trotter objecting to the decision that her dog was declared dangerous.

10. To deny an appeal by Robert Hudson, objecting to the decision that his dog was declared dangerous.

11. To approve a request by Green Bay Sports Service, Inc. at 1265 Lombardi Ave. to amend their liquor license to include an additional plaza area in front of the Johnsonville Tailgate Village and to waive requirements of the ordinance for fencing (requires 2/3 vote by Council).

12. To approve an appeal by James Tesch in regards to the denial of his operator's license.

13. To approve an appeal by Amy Geronimi in regards to the denial of her operator's license.

14. To approve submitting questions to the Legal Department by September 4 and then refer the ethics ordinance to CityEthics.org for review, at a cost not more than $500.

15. To receive and place on file the Liquor Violation Report from the Police Department for August 13, 2018.

16. To grant a "Class B" Combination license by Jam-Rock GB, LLC at 700 Bodart St. (Formerly Pour Decisions), with the approval of the proper authorities.

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

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

P. Report of the Personnel Committee (August 14, 2018).

1. To approve request to award a 3-year contract, with two 1-year renewal options, to provide Health Risk Assessment (HRA) Services for City employees and spouses to Bellin Health for $216,000 ($72,000 per year).

2. To approve the 2018 - 2020 labor agreement between the City of Green Bay and Local 420, Bus Mechanics.

   The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. Administrative Clerk - Community & Economic Development
   b. Building Inspector - Community & Economic Development
   c. Administrative Clerk - Police
   d. Assistant Fire Chief - EMS, Training and Support
   e. Carpenter - Parks, Recreation & Forestry
   f. Administrative Clerk - Public Works
   g. Mechanic - Public Works

4. To approve request from the Police Department to fill (1) additional Patrol Sergeant position and all subsequent vacancies resulting from internal transfers.

5. To approve out of state travel for Fleet Manager Nathan Wachtendonk for pre-delivery inspection of two automated sanitation collection trucks at AutoCar Manufacturing in Birmingham, Alabama, September 2018 at no cost to the City for transportation, room or board.

6. To hold review of Compensation for a Shift Change grievance until the next Personnel Committee meeting.

7. To put to binding referendum the following: Beginning with the 2019 election and for all elections thereafter, shall the total length of service for the position of Mayor, Alderperson and Municipal Court Judge be limited so that no person may be elected to consecutive terms totaling more than 12 years.

8. To refer to staff to prepare a policy and recommendation on the request by Ald. Galvin that the City adopt Wisconsin Statute 230.35(2d) as it pertains to City employees who are in the process of being organ donors.

Q. Report of the Plan Commission (August 13, 2018).

1. To deny the request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan Land Use recommendation for properties located in the 3400-3500 Block of E. Mason Street from Commercial to Business Park land use.

2. To deny the request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan Land Use recommendation for properties located in the 1600 Block W. Mason Street from Low Density Housing to Commercial land use.

3. To authorize a Conditional Use Permit (CUP) to permit a minor auto repair in a Downtown One (D1) District at 523 N. Broadway, subject to the following conditions:
   a. Compliance with all regulations of the Green Bay Municipal Code.
   Stripe stalls as indicated on site plan including one required handicap stall.
   b. Close portions of Bond Street curb-cut and unneeded pavement and return to grass.
   c. Close entire North Broadway curb-cut and return to grass.
   d. Wheel stops be installed for stalls along North Broadway property line/sidewalk.
   e. No outdoor storage of any materials.
   f. Outdoor display is in a professionally constructed case that can either be locked or brought in after business hours.
   g. No inoperable or unregistered vehicles not associated with repair work to be stored on-site. Those associated with repair may be parked no greater than 30 days.
   h. No outdoor repair work permitted.
   i. Hours of operation limited to between 6 a.m. – 10 p.m.

4. To authorize a Conditional Use Permit (CUP) to permit a single-family dwelling in a Varied Density Residential (R3) at 720 N. Broadway, subject to the following conditions:
   a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
   b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a single-family dwelling.

5. To rezone the property at 1000 Main Street and 1003 Pine Street from General Commercial (C1) to Highway Commercial (C2).

6. To authorize a Conditional Use Permit (CUP) to permit a two-family dwelling in the Office/Residential (OR) District at 225 N. Ashland Avenue, subject to the following conditions:
   a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
   b. Submittal of a site plan and building permit(s) establishing minimum parking in compliance with Chapter 13-1700, Green Bay Zoning Code.
   c. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

7. To rezone a property located at 1532 Shawano Avenue from Office/Residential (OR) to General Commercial (C1).

8. To approve a Plat of Right-of-Way for Sitka Street and Superior Road.

R. Report of the Finance Committee (August 14, 2018).

1. To receive and place on file the 2017 year-end financial results and management letter for the City.

2. A. To pay the 2017 tax amount for the property at 606 S Broadway St., plus accrued interest, less the amount paid by the previous owner during closing from the Contingency Fund.

   B. To waive the 2018 taxes for the property at 606 S Broadway St.

3. To refer to staff for further revisions the amendments to Claims Administration Procedure Ordinance (GBMC 7.01 et seq) providing for changes to the City's claims committee and establishing a relief fund.

4. To proceed as directed in closed session regarding the litigation in the following matters:

   4A. City of Green Bay v. CVMIC arbitration
   4B. Tipler v. City of Green Bay, et al.
   4C. City of Green Bay v. Denny, et. al.

   The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

5. Consideration with possible action on report of the Purchasing Manager.

   5A. Request approval to purchase ammunition for GBPD from Kiesler Police Supply Inc. for $34,028.
   5B. Report on the purchase of 16 vehicles for various City Departs off of the 2018 State of Wisconsin Vendornet Contract for $480,677.
   5C. Request pre-approval to purchase new cars and light trucks that have been approved in the 2019 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.

   To approve items 5A & 5C, and to approve item 5B as amended changing the number of vehicles purchased off the 2018 State of Wisconsin Contract from 16 to 18.

6. To accept the report of the Claims Committee.

   The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

7. To receive and place on file the informational report of the Hotel Northland Audit completed by Cowie Management Group appointed by Paul Swanson, Receiver.

S. Report of the Park Committee (August 15, 2018).

1. The Park Committee to consider the request to install a baseball field at Red Smith Park at a future Park Committee meeting as part of the 2019 Capital Improvements Plan approval.

2. To approve the transfer of all available 2018 Bay Beach revenue from the Bay Beach 214 Operations fund to the Bay Beach 436 Capital Improvements fund to pay for the site work associated with the Ferris Wheel donation at Bay Beach Amusement Park.

3. To approve the amended Design, Construction & Dedication Agreement with the Green Bay Optimist Club for the construction of a concession stand with restrooms at East River Optimist Park, removing the fee for City inspections listed in Section III.E.

4. To approve a WPS utility easement for the relocation of an electric service at East River Optimist Park for the proposed concession stand, contingent upon the review and approval by the Law Department.

5. To approve the lease agreement for the construction and maintenance of the downtown pocket park contingent upon the review and approval by the Law Department, with the expectation that the final draft will be completed by the next City Council meeting.

6. To approve the purchase of the Green Bay Council Presidents plaque, contingent that no City funds will be used.

T. Committee of the Whole.

1. Consideration with possible action on the request by the Department of Public Works to execute contracts necessary for rehabilitation and buildout of the buildings at 420 S. Broadway associated with the relocation of facilities currently located on the 2200 block of N. Quincy Street. This relocation is necessary as part of the Green Bay Packaging Mill project. Any contracts so awarded shall be reported to the Improvement & Services Committee at the next regularly-scheduled meeting following award.

U. Report of the Ethics Board (June 14, 2018)

1. Request for reconsideration of the Council's June 19th decision on the report of the Ethics Board dated June 14th based on reading the opinion of the lawyer representing the Ethics Board.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

V. Receive & Place on File.

1. Building Permit Report for July 2018.

2. Municipal Court Report for July 2018.

W. Resolutions

1. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the dissolution of Tax Increment District (TID) Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

2. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the dissolution of Tax Increment District (TID) Number Eight (8), Henry and Morrow Streets.

3. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the dissolution of Tax Increment District (TID) Number Nine (9), State Highway 54/57 Business Park.

4. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the amendment of Tax Increment District (TID) Number Twelve (12), I-43 Industrial Park.

5. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the dissolution of Tax Increment District (TID) Number Seventeen (17), 900 Block North Broadway.

6. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the creation of Tax Increment District (TID) Number Twenty (20), Whitney Park.

7. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the creation of Tax Increment District (TID) Number Twenty-One (21), Green Bay Packaging.

8. Resolution designating the Redevelopment Authority as agent of the City of Green Bay for the creation of Tax Increment District (TID) Number Twenty-Two (22), The Shipyard.

9. Resolution for Purchase and Sale of Real Estate for Webster Avenue.

10. Resolution accepting Relocation Claims for North Webster Avenue.

11. Resolution accepting Administrative Revisions for Webster Avenue.

12. Resolution authorizing Conditional-Use approval at N. 523 Broadway.

13. Resolution authorizing Conditional Use approval at 720 N. Broadway.

14. Resolution authorizing Conditional-Use at 225 N. Ashland.

15. Resolution approving a relocation order for Sitka Street from Superior Road to Ontario Road; and Superior Road from Gilbert Drive to Sitka Street; and proposed streets north of Sitka Street between Superior Road and Easy Street; and Superior Road Storm Water Management Facility.

16. Resolution drawing final orders to contractors for August 2018.

17. Resolution authorizing transfer of funds.

X. Ordinances - First Reading.

1. Zoning Ordinance No. 13-18
   An ordinance rezoning property located at 1000 Main Street and 1003 Pine Street from General Commercial (C1) District to Highway Commercial (C2) District.

2. Zoning Ordinance No. 14-18
   An ordinance rezoning property located at 1532 Shawano Avenue from Office/Residential (OR) District to General Commercial (C1) District.

3. Planning Ordinance No. 3-18
   An ordinance amending the Official Map of the City of Green Bay to approve a Plat of Right-of-Way for Sitka Street and Superior Road.

4. Charter Ordinance - A Charter Ordinance establishing term limits for the office of Mayor, Alderman and Municipal Judge.

5. Miscellaneous Ordinance No. 3-18. An ordinance authorizing salary increases for the Mayor effective April 16, 2019, April 21, 2020, April 20, 2021 and April 19, 2022.

Y. Referral of Petitions & Communications.

Z. Adjournment.

1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
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.

MISCELLANEOUS ORDINANCE NO. 2-18

AN ORDINANCE
ADOPTING AN AMENDMENT TO
THE SMART GROWTH 2022 COMPREHENSIVE PLAN
OF THE CITY OF GREEN BAY
TO REVISE THE LAND USE OF PROPERTY LOCATED
AT 1003 PINE STREET AND 1000 MAIN STREET
FROM MEDIUM INTENSITY RETAIL OFFICE HOUSING TO COMMERCIAL
(CPA 18-02)

WHEREAS, pursuant to §§62.23(2) and (3), Wis. Stats., the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan as defined in §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-02; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. It is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

SECTION 1. The Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community.

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 18-02 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

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

APPROVED:

_____
Mayor

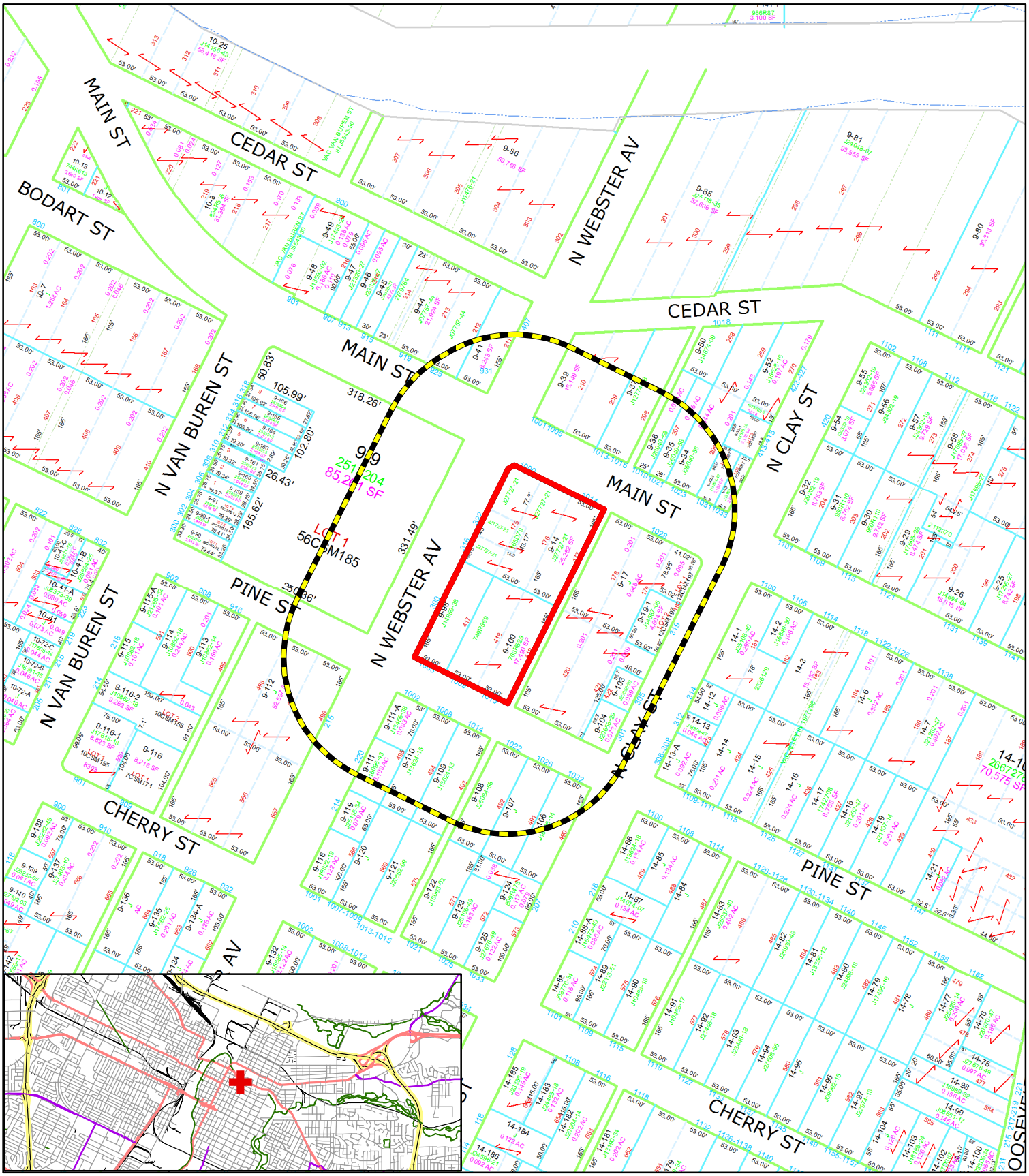
ATTEST:

_____
Clerk

PN:js

Attachment – Comprehensive Plan Amendment (Map)

7/17/18



Subject Area

200' Property Owner Notice

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 PN

N

0 5,000 10,000 Feet

Comprehensive Plan Amendment (CPA 18-02)
Revise properties located at 1003 Pine Street and 1000 Main Street from Medium Intensity Residential, Office or Housing (MIROH) to Commercial (C)

GENERAL ORDINANCE NO. 18-18

AN ORDINANCE
AMENDING AND CREATING SECTIONS OF CHAPTERS 13,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE HISTORIC PRESERVATION OF SITES,
STRUCTURES AND DISTRICTS

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

SECTION 1. Sections 13-214 through 13-217, Green Bay Municipal Code, is hereby amended as follows:

HISTORIC PRESERVATION

Sec. 13-214. Purpose and intent.

(1) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people. The purpose of this section **and Chapter 13-500, Green Bay Municipal Code,** is to:

(a) Effect and accomplish the protection, enhancement, and perpetuation of such improvements, sites, and districts which represent or reflect elements of the City's cultural, social, economic, political, and architectural history.

(b) Safeguard the City's historic and cultural heritage as embodied and reflected in such historic structures, sites, and districts.

(c) Foster civic pride in the notable accomplishments of the past.

(d) Stabilize and improve property values.

(e) Protect and enhance the City's ~~attractions~~ **historic districts, structures, and sites for the benefit of** ~~to~~ residents, tourists, and visitors and serve as a support and stimulus to business and industry.

(f) Improve and enhance the visual and aesthetic character of the City.

(g) Educate the public regarding the need and desirability of a City historic preservation program and its enhancement of the quality of life.

(2) ***Definitions.*** **In this section:**

(a) ***Alteration.*** **Any act or process which changes one or more of the exterior features of an improvement, including but not limited to the erection, construction, reconstruction, or moving of any improvement.**

(b) ***Certificate of Appropriateness.*** **A statement issued by the ~~Historic Preservation~~Landmarks Commission (~~HPC~~LC), or their designee, verifying that the LC~~HPC~~ has reviewed an application for a proposed alteration, rehabilitation, construction, reconstruction, or demolition of a historic structure, historic site, or any improvement in a historic district; that the LC~~HPC~~ has found the requested action to be appropriate to the general character of the improvement, historic structure, historic site, or historic district; and that the requested action may be taken subject to applicable building and zoning codes.**

(c) ***Character.*** **All those visual aspects and physical features that comprise the appearance of a historic structure, historic site, or historic district. Character-defining elements include the overall shape, its materials, craftsmanship, decorative details, spaces, and features, as well as the various aspects of its site and environment.**

(d) ***Contributing Building.*** **A building, object, or site located within the boundaries of a local historic district and identified as contributing to the historical, cultural, archeological, or architectural significance of the local historic district.**

(e) ***Demolition.*** **Any act or process which destroys in part or in whole an improvement.**

(f) ***Features.*** **Elements that give a historic structure, historic site, or historic district its visual character and that should be taken into account in order to preserve them to the maximum extent possible. For historic structures, features also include the kind and texture of the building material, and the type and style of all windows, doors, and all other architectural elements.**

(g) ***Historic District.*** **A place or area designated as an historic district pursuant to the provisions of this chapter. In order to be designated, the following requirements shall be met: the historic district may contain, within definable geographic boundaries, one or more historic structures along with such other buildings, places or areas which, while not of such historic significance to be designated as historic structures, nevertheless contribute to the overall visual characters of the historic structure or structures located within the District.**

(h) ***Historic Site.*** **A place or area designated as an historic site pursuant to the provisions of this chapter. In order to be designated, the following requirements shall be met: the historic site must represent, within definable geographic boundaries, any building, landscape, site, improvement, event, or structure that is or was of local, regional, or national significance.**

(i) ***Historic Structure.*** **Any improvement which has a special character or special historic interest or value as part of the development, heritage, or cultural characteristics of the City and which has been designated as an historic structure pursuant to the provisions of this chapter.**

(j) ***Improvement.*** **Any building, structure, place, work of art, or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.**

Sec. 13-215. ~~Historic Preservation~~Landmarks Commission composition.

The ~~Historic Preservation Commission (HPC)~~ Landmarks Commission (LC) is established to promote and administer all historic preservation functions required by Green Bay Municipal Code Chapter 13-1500 and Section 5 of Chapter 13-200. Pursuant to the provisions of Wis. Stats. 62.23(7)(em), ~~A~~a ~~Historic Preservation~~Landmarks Commission is hereby created, consisting of seven members. Of the membership**~~ and if available in the community~~**, one shall be a registered architect, one shall be a historian, **or licensed contractor,** one shall be a licensed real estate broker **or licensed appraiser**, one shall be an alderperson, and three shall be citizen members**. Two of these citizen members shall ~~with priority given to persons who~~ reside in or own a certified historic ~~district,~~ structure~~,~~ or site. All members must be current residents of the City of Green Bay.** Each member shall have, to the highest extent practicable, a known interest in historic preservation. **If an architect, historian/contractor, or real estate broker/appraiser is not available at time of vacancy, an appropriate alternative professional may be appointed by the Mayor only if two of the three listed professions are already represented on the Commission. The chairperson of the LC~~HPC~~ shall be chosen by the members of the LC~~HPC~~, but may not be a person affiliated with the city government in any capacity beyond the LC~~HPC~~, including employment, appointment, or election.** The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years. Thereafter, the term for each member shall be three years.

Sec. 13-216. Historic structure, historic site, and historic district designation criteria.

(1) For purposes of this ordinance, a~~n~~ historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement, or structure located thereon or any area of particular historic, architectural, archeological, or cultural significance to the City**. See section 13-1502 for designation provisions.~~, such as historic structures, sites, or districts which~~**:

~~(a) Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community; or~~

~~(b) Are identified with historic personages or with important events in national, state, or local history; or~~

~~(c) Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or~~

~~(d) Are representative of the notable work of a master builder, designer, or architect who influenced his age; or~~

~~(e) Have yielded, or may be likely to yield, information important to prehistory or history. The Commission may adopt specific operating guidelines for historic structure, historic site, and historic district designation.~~

Sec. 13-217. Powers and duties of ~~Historic Preservation~~ Landmarks Commission.

(1) See Section 13-1507 for powers and duties.~~The authority and activities of the Commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the Commission shall be the development of public support and the location and identification of historic sites, historic structures, and historic districts. The duties of the Commission shall be to:~~

~~(a) Develop appropriate criteria and standards for identifying and evaluating neighborhoods, areas, places, structures, and improvements within the City which have distinctive character of special historic, aesthetic, architectural, archaeological, or cultural interest or value and might be classified as historic sites, structures, or districts.~~

~~(b) Conduct studies and surveys of neighborhoods, areas, places, structures, and improvements within the City for the purpose of determining those of a distinctive character or special historic, aesthetic, architectural, archaeological, or cultural interest or value and of compiling appropriate descriptions, facts, lists, and files.~~

~~(c) Promote public education, interest, and support for the preservation and enhancement of such historic sites, structures, or districts.~~

~~(d) Cooperate with and advise the Common Council and other agencies and departments of government with regard to such matters as may be appropriate with respect to historic sites, structures, or districts.~~

~~(e) Cooperate with and enlist assistance from the National Trust for Historic Preservation, the State Historical Society, the County Historical Society, and other agencies, groups, or individuals active in the field of historic and cultural preservation.~~

~~(f) Work on a voluntary basis with the owners of historic sites and structures advising them on the benefits, problems, and techniques of preservation and encouraging their participation in preservation activities.~~

~~(g) Designate, with the approval of the Common Council, those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance as historic sites, structures, or districts of the City and nominate those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance to the National Register of Historic Places if appropriate.~~

SECTION 2. Sections 13-1501 through 13-1513, Green Bay Municipal Code, is hereby amended as follows:

CHAPTER 13-1500.

HISTORIC STRUCTURES, SITES, AND DISTRICT REGULATIONS

Sec. 13-1501. Purpose and intent.

(1) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people. The purpose of this ~~section~~ **Chapter and Section 5 of Chapter 13-200, Green Bay Municipal Code,** is to:

(a) ~~Protect, enhance, and perpetuate~~**Effect and accomplish the protection, enhancement, and perpetuation of** such improvements, sites, and districts which represent or reflect elements of the City's cultural, social, economic, political, and architectural history.

(b) Safeguard the City's historic and cultural heritage, as embodied and reflected in such historic structures, sites, and districts.

(c) Foster civic pride in the notable accomplishments of the past.

(d) Stabilize and improve property values.

(e) Protect and enhance the City's historic districts, structures, and sites for the benefit of residents, tourists, and visitors and serve as a support and stimulus to business and industry.

(f) Improve and enhance the visual and ~~aesthetia~~aesthetic character of the City.

(g) Educate the public regarding the need and desirability of a City historic preservation program and its enhancement of the quality of life.

(2) ***Definitions*. The terms and definitions in Green Bay Municipal Code § 13-214(2) apply to this section.**

Sec. 13-1502. Designation of historic structures, sites, and districts.

(1) Pursuant to the provisions of Wis. Stats. 62.23(7)(em) **as it may be amended from time to time**, the ~~Historic Preservation~~**Landmarks** Commission **(L~~HP~~C)** may after notice and public hearing designate a structure, site, or district as historic.

(a) Standards for designation. The designation may be applied to any area of particular historic, architectural, archeological, or cultural significance to the City, including those that:

~~(~~1.~~)~~ Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community.**; or**

~~(~~2.~~)~~ Are identified with historic personages or with important events in national, state, or local history~~.~~**; or**

~~(~~3.~~)~~ Embody the distinguishing characteristics of **an** architectural type~~s~~ or specimen~~s~~ inherently valuable for the study of a period~~ or periods~~, style~~s~~, **or** method~~s, or~~ **of** construction or of indigenous materials or craftsmanship~~.~~**; or**

~~(~~4.~~)~~ Are representative of the notable works of master builders, designers, or architects who influenced their age~~.~~**; or**

~~(~~5.~~)~~ Have yielded or may be likely to yield information important to history or prehistory~~.~~**; or**

~~(~~6.~~)~~ Historic structures and sites which are on the National or State Register of Historic Places shall be designated as a City historic structure or site.

(b) ~~Exemptions. The property of bona fide churches that is used for religious purposes is exempt from any provision of this section which may have a coercive effect upon the practice of religion. Relief from such coercive provision may be obtained by application for a variance to the Historic Preservation Commission.~~ **The ~~Commission~~LC may adopt specific operating guidelines for historic structure, historic site, and historic district designation providing such are in conformance with Chapter 13-1500 and Section 5 of Chapter 13-200, Green Bay Municipal Code.**

Sec. 13-1503. Procedure for nomination and designation of historic structures, sites, and districts.

(1) The ~~Historic Preservation~~**Landmarks Commission (LC)**~~ Commission~~ may after notice and public hearing nominate to the Common Council parcels for historic structure, site or district designation, or recommend rescinding such designation previously made upon

application of the criteria herein. No such nomination or recommendation shall be final until approved by the Common Council. The procedure for designation of a~~n~~ historic district may be initiated by the ~~Historic Preservation Commission~~LC or by property owners wishing to be included within an historic district.

(a) The ~~Commission~~ LC shall notify the owners of record, as listed in the office of the City Assessor, of all properties proposed for designation or inclusion within a proposed district and all properties within one hundred (100) feet of the proposed site or district's boundaries. These owners may confer with the ~~Commission~~ LC prior to final action on the designation.

(b) The LC~~Commission~~ shall notify all Council members of the proposed district, the Mayor, Director of Public Works, Director of Parks and Recreation Department, ~~Building Inspections Superintendent~~Development Services Manager, Zoning Administrator, and ~~Planning Director~~the Director of the Department of Community and Economic Development. Each may respond to the ~~Commission~~ LC with its comments on the proposed designation at or prior to the hearing.

(c) The ~~Commission~~ LC shall conduct the public hearing. It may call witnesses, including experts, and may subpoena such witnesses and records as it deems necessary. The LC~~Commission~~ may view the properties in question and direct the conduct of an independent investigation into the proposed designation or rescission.

(d) After the close of the public hearing, the ~~Commission~~ LC shall make and forward a recommendation to the Common Council. The owners of record of the above-referenced properties shall be notified in writing by the ~~Commission~~LC of the date, time, and place the Common Council will act on its recommendation.

(e) The Common Council shall approve or deny the recommendation of the LC~~Commission~~.

(f) ~~Designation on official zoning map.~~ Upon approval by the Common Council of any nomination or recommendation of the ~~Commission~~LC, the historic structure, site, or district shall be designated as such on or removed from the City's official zoning map.

Sec. 13-1504. Recognition of historic structures and sites.

(1) At such time as a~~n~~ historic structure or site has been properly designated and approved in accordance with this section, the Landmarks Commission ~~Commission~~ may allow and/or cause to be prepared and erected on such structure or site a suitable plaque identifying the structure or site and placed so as to be easily visible to passing pedestrians.

(a) In the case of a~~n~~ historic structure, the plaque shall state the accepted name of the structure, the date of its construction, and other information deemed appropriate by the ~~Commission~~ LC and acceptable to the owner.

(b) In the case of **a~~n~~** historic site that is not the site of an historic structure, the plaque shall state the common name of the site and such other information deemed appropriate by the **LC~~Commission~~**.

(c) In the case of a historic district, a marker or sign shall state the name of the district and such other information deemed appropriate by the LC.

Sec. 13-1505. Historic districts are overlay districts.

A designated historic district shall be considered an overlay district that is in addition to the underlying base zoning. Provisions for specific uses within the base district(s) may be modified, and specific guidelines for design review may be added through the historic district preservation plan, as provided in ~~Chapter~~ **Section** 13-1506.

Sec. 13-1506. Creation of historic district preservation plan.

(1) In conjunction with the creation of a~~n~~ historic district, the **~~Historic Preservation~~Landmarks Commission ~~Commission~~**, with the assistance of the Planning Department, shall prepare an historic preservation plan for the district. The plan shall include the following:

(a) A statement of preservation objectives.

(b) A cultural and architectural analysis supporting the historic significance of the area and any specific guidelines for development.

(c) An inventory of buildings that contribute to the distinctive architectural or special historic character of the district as a whole (contributing buildings) and buildings that do not so contribute (noncontributing buildings).

(d) Guidelines applicable to renovation of existing buildings and structures, to any new construction, and to site improvements within the district. The general guidelines in Chapter 13-1509 should be supplemented with more specific guidelines based upon the cultural and architectural character of the district.

Sec. 13-1507. Powers and duties of Landmarks~~Historic Preservation~~ Commission

(1) The ~~Historic Preservation~~ Landmarks Commission (LC) shall have the following powers and duties.

(a) ***Designation of historic structures, historic sites, and historic districts*. The ~~Historic Preservation Commission~~LC shall have the power, subject to Section 13-1503 of the Municipal Code, to recommend designation of historic structures, historic sites, and historic districts within the City limits. Such recommendations for designation shall be based on Section 13-216 and Section 13-1502 of the Municipal Code. Approval by the Common Council results in historic structure, historic site, or historic district**

designation. Once designated, such historic structures, sites, and districts shall be subject to all provisions of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code.

(b) ***Regulation of Construction, Reconstruction, Alteration, and Demolition.***

1. No owner or person in charge of a designated historic structure, designated historic site, or a structure within a designated historic district shall reconstruct, alter, or demolish all or any part of the exterior of such property, or construct any improvement upon such property, or cause or permit any such work to be performed upon such property, or demolish such property unless a Certificate of Appropriateness (COA) has been granted ~~by the Historic Preservation Commission~~. A ~~Certificate of Appropriateness~~ COA is the certificate issued by the ~~Historic Preservation Commission~~LC, the Director of Community and Economic Development, or their designee, approving alteration, rehabilitation, construction, reconstruction, or demolition of a designated historic structure, designated historic site, or a site or structure located in a designated historic district. Unless a C~~ertificate of Appropriateness~~OA has been granted, the ~~Building Inspection Superintendent~~ Development Services Manager shall not issue a permit for any such work.

2. Upon filing of any application for a C~~ertificate of Appropriateness~~OA with the ~~Historic Preservation Commission~~LC, the ~~Historic Preservation Commission~~LC shall approve the application unless:

a. In the case of a designated historic structure or designated historic site, the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon which said work is to be done;

b. In the case of construction of a new improvement upon a designated historic site or within a designated historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;

c. In the case of any property located in a designated historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code, or to the objectives and design criteria of the historic preservation plan for said district;

d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city or state;

e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

3. If the ~~Historic Preservation Commission~~LC determines that the application for a C~~ertificate of Appropriateness~~ OA and the proposed changes are consistent with the character of the features of the property or district, it shall issue the C~~ertificate of Appropriateness~~OA. The ~~commission~~LC shall make this decision within thirty (30) days of the filing of the application. If the ~~Historic Preservation Commission~~LC is unable to make a decision within thirty (30) days, the Director of Community and Economic Development, or their designee, shall make the decision.

4. The issuance of a C~~ertificate of Appropriateness~~OA shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of a C~~ertificate of Appropriateness~~OA required for the proposed work.

5. A C~~ertificate of Appropriateness~~OA expires one (1) year from the issuance date.

6. Ordinary maintenance and repairs may be undertaken without a C~~ertificate of Appropriateness~~OA provided that the work involves repairs to existing features of a historic structure or structure within a designated historic district. A C~~ertificate of Appropriateness~~OA is not required for the replacement of elements of a structure with pieces identical in material and appearance, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit. See also 13-1508(d) of the Municipal Code.

7. Work done without a C~~ertificate of Appropriateness~~OA.

a. If a C~~ertificate of Appropriateness~~OA is not obtained prior to the commencement of work, **a fee will be charged as established by the Common Council.**

b. When work or demolition has been done upon a designated historic structure, designated historic site, or structure within a designated historic district without a C~~ertificate of Appropriateness~~OA, and the ~~Historic Preservation Commission~~LC finds that the work or demolition requires a C~~ertificate of Appropriateness~~OA but does not qualify for a C~~ertificate of Appropriateness~~OA, that work or demolition constitutes a violation of this ordinance and the ~~Historic Preservation Commission~~ LC

may require the~~an~~ owner to restore the structure or site to the condition the structure or site was in before the inappropriate work was conducted or modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA. **If work or demolition cannot be restored, a fee will be charged as established by the Common Council.**

c. If the owner does not comply with the restoration or modification requirement within sixty (60) days, the LC~~Historic Preservation Commission~~ may seek an order from the circuit court to require the owner to restore the structure or site to its former condition or to modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA.

d. If the owner does not comply or cannot comply with the order of the court, the ~~Historic Preservation Commission~~LC or its agent may elect to, but is not required to, enter the property and conduct work necessary to restore the structure or site to its former condition or modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA in accordance with the court's order. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. When acting pursuant to said order of the circuit court, the ~~Historic Preservation Commission~~ LC or its agents may enter a property for purposes of this section.

(c) *Appeals.* Should the ~~Historic Preservation Commission~~LC or their designee fail to issue a C~~ertificate of Appropriateness~~OA due to the failure of the proposal to conform to the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code and applicable guidelines, the applicant may appeal such decision to the Common Council within thirty (30) days. In addition, if the ~~Historic Preservation Commission~~LC fails to issue a C~~ertificate of Appropriateness~~OA, the LC~~Historic Preservation Commission~~ shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a C~~ertificate of Appropriateness~~OA within the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200.

(d) *Demolition by neglect.* Neglect in maintaining, repairing, or securing a designated historic structure, designated historic site, or a structure in a designated historic district that results in deterioration of an exterior feature of the structure or site or the loss of structural integrity of the structure or site constitutes demolition by neglect. Upon a finding by the LC ~~Historic Preservation Commission~~ that a designated historic structure, designated historic site, or structure in a designated historic district is threatened by demolition by neglect, such neglect constitutes a violation of this ordinance and the ~~Historic Preservation Commission~~LC may do either of the following:~~.~~

1. Require the owner of the property to repair all conditions contributing to demolition by neglect; or

2. If the owner does not make repairs within sixty (60) days, the ~~Historic Preservation Commission~~LC or its agent may elect to, but is not required to, enter the property and make such repairs as are necessary to prevent demolition by neglect, provided:

   a. That an estimate of the anticipated cost is provided to ~~City Council~~LC and it authorizes going forward with the repairs, designating a source of the funds to be made available; or

   b. The ~~Historic Preservation Commission~~LC, through grants, donations, or other efforts on its own, provides the funding necessary to accomplish the necessary repairs. Such funds shall be handled and accounted for in accordance with Section 13-1507 (l) of the Municipal Code.

   c. The costs of the work shall be charged to the owner, and may be levied by the city as a special assessment against the property. The ~~Historic Preservation Commission~~LC or its agents may enter the property for purposes of this section upon obtaining an order from the circuit court. All funds recovered from a property owner pursuant to this provision shall be returned to the same source from which it was obtained.

(e) Develop appropriate criteria and standards for identifying and evaluating neighborhoods, areas, places, structures, and improvements within the City which have distinctive character of special historic, aesthetic, architectural, archaeological, or cultural interest or value and might be classified as historic sites, structures, or districts.

(f) Conduct studies and surveys of neighborhoods, areas, places, structures, and improvements within the City for the purpose of determining those of a distinctive character or special historic, aesthetic, architectural, archaeological, or cultural interest or value and of compiling appropriate descriptions, facts, lists, and files.

(g) Promote public education, interest, and support for the preservation and enhancement of such historic sites, structures, or districts.

(h) Cooperate with and advise the Common Council and other agencies and departments of government with regard to such matters as may be appropriate with respect to historic sites, structures, or districts.

(i) Cooperate with and enlist assistance from the National Trust for Historic Preservation, the State Historical Society, the County Historical Society, and other agencies, groups, or individuals active in the field of historic and cultural preservation.

(j) Work on a voluntary basis with the owners of historic sites and structures advising them on the benefits, problems, and techniques of preservation and encouraging their participation in preservation activities.

(k) Nominate those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance to the National Register of Historic Places if appropriate.

(l) As it deems advisable, receive and solicit funds for the purpose of historic preservation in the city. Such funds shall be placed in a special city account for such purpose, to be administered by the ~~Historic Preservation Commission~~LC.

Sec. 13-~~1507~~1508. Review of construction, reconstruction, or alteration.

(1) No owner or person in charge of a~~n~~ historic site, historic structure, or site **or structure** within a~~n~~ historic district shall construct or alter any part of the structure or site, and no building permit shall be issued for the structure or site until design review has been completed and a ~~recommendation~~ **Certificate of Appropriateness (COA)** has been issued. ~~by the Historic Preservation Commission.~~

(a) *Intent.* Design review is ~~advisory~~ **binding** in nature. ~~The intent of design review is to provide an opportunity for the Commission to advise applicants on preferred approaches to renovation or rehabilitation of existing buildings, new construction, and other alterations to property.~~ The general guidelines in ~~Chapters~~ **Sections** 13-~~1509~~ **1510** and ~~1510~~ **1511, Green Bay Municipal Code,** and any specific guidelines developed for the historic district in question shall be used in design review.

(b) *Applicability.* The following applications for **designated** historic sites ~~or~~**, designated historic** structures**,** or **sites within designated historic districts, or structures within designated** historic districts shall be subject to design review.

~~(~~1.~~)~~ Applications which involve modification of the physical configuration of a property, such as the erection of a new building, the demolition of an existing building, or the expansion of an existing building.

~~(~~2.~~)~~ Applications that involve a change in the exterior appearance of a property, such as roofing, siding, window replacement, fencing, paving, or signage.

~~(~~3.~~)~~ Any other application requiring a building permit from the Department of **Community and Economic Development** ~~Inspections~~, with the exception of interior alterations that will not change the exterior appearance of the structure.

(c) *Maintenance and repairs permitted.* Ordinary exterior maintenance, painting, and repairs may be undertaken without a review and recommendation by the ~~Historic Preservation~~**Landmarks** Commission **(LC)**~~,~~ provided that:

(1.) The work involves repairs to existing features of an historic structure or site or replacement of elements of a structure with materials similar inpieces identical in material and appearance, and

(2.) Provided that the work does not change the exterior appearance of the structure or site.

(3.) **Sandblasting of any exterior surface is prohibited. Other types of abrasive exterior cleaning including, but not limited to, and media blasting or water blasting with any media additive, or corrosive cleaning including, but not limited to, muriatic acid wash, are also prohibited unless specifically approved prior to work by the Historic Preservation CommissionLC.**

(d) *Building permit required.* (Cr. GO 31-09) A building permit is required for applications as listed in Section 13-15071508 **(1)**(b) that are subject to design review.

(e) ***Authority to Issue Certificates of AppropriatenessOA.*** **The Historic Preservation CommissionLC and, in certain limited cases described below, the Director of Community and Economic Development, or their designee, may issue a Certificate of AppropriatenessOA in accordance with this section. The Director of Community and Economic Development, or their designee, shall make this decision within thirty (30) days of the filing of the application. If the Director/designee is unable to make a decision within thirty (30) days, approval of the COA shall be granted. If a COA is denied by the Director/designee, this decision may be appealed to the LC. The Director of Community and Economic Development, or their designee, may issue a CertificateofAppropriatenessOA in the following cases:**

1. Roof repair/replacement.

2. Gutter repair/replacement.

3. Private sidewalk and driveway repair/replacement of the same dimensions and orientation.

(4) Installation of historic plaques (residential only).

4. Chimney repair and tuckpointing according to the Secretary of the Interior Standards and in appropriate color and design.

65. Installation of fences.

76. Storm window or storm door repair or replacement.

87. Installation of glass blocks in basement window openings.

8. Painting of existing unpainted brick.

9. Unattached nonvisible accessory structures.

10. Replacement of identical siding.

11. Replacement or repair to porches identical to existing style and materials.

12. Commercial sign replacement of identical dimensions.

Sec. 13-~~1508~~1509. Design review procedures.

(a) Any application for a permit from the Department of **Community and Economic Development** **~~Inspections~~** shall also be filed with the **Landmarks~~Historic Preservation~~** Commission **(LC)**.

(b) As part of the application, the applicant shall submit a detailed description of the proposed construction, reconstruction, or alteration, together with any architectural drawings if those services have been utilized **~~by the applicant~~**, along with a description of the construction or alteration sufficient to enable the **L~~HP~~**C to evaluate the final appearance of the structure. **Photos and/or material samples are required as part of the application**.

(c) Design review shall be conducted concurrent with site plan review, as specified in Chapter 18, Site Plan Review, when site plan review is required.

(d) Property owners within 100-feet of the subject property will be notified of the Design Review if the COA is being reviewed by the LC.

(**~~c~~d**) After the filing of any application, the **~~HPC Historic Preservation Commission~~LC shall issue a ~~recommendation~~Certificate of Appropriateness (COA) subject to the requirements of 13-1507, Green Bay Municipal Code**. **~~The recommendation shall serve as a nonbinding recommendation only.~~** During the period of review, the Commission will work with the applicant to preserve the historical attributes of the building, structure, or site. **If the LC~~Historic Preservation Commission~~ does not issue a C~~ertificate of Appropriateness~~OA based on the requirements of 13-1507(1)(b)2, Green Bay Municipal Code, the LC~~Historic Preservation Commission~~ shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a C~~ertificate of Appropriateness~~OA within the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200, Green Bay Municipal Code.**

Sec. 13-~~1509~~1510. Guidelines for renovation of existing buildings.

(1) The **~~HPC Historic Preservation Commission~~Landmarks Commission** will consider the following factors in arriving at its recommendation:

(a) Whether there is a change in use that requires minimal change to the defining characteristics of the building and its site and environment.

(b) Whether the historic character of the property will be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property ~~should~~ **shall** be avoided.

(c) Each property shall be recognized as a physical record of its time, place, and use and maintaining features and architectural elements of the period shall be encouraged.

(d) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property ~~should~~ **shall** be preserved.

(e) Deteriorated historical features should be repaired rather than replaced, where feasible. Where replacement is necessary, the new feature ~~should~~ **shall** match the old in design, color, texture and other visual qualities, and, where possible, materials.

(f) The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest methods possible. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials ~~should~~ **shall** not be used.

(g) New additions, exterior alterations, or related new construction should not destroy historic materials that characterize the property. The new work should be differentiated from the old and ~~should~~ **shall** be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(h) New additions and adjacent or related new construction ~~should~~ **shall** be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(i) The "Secretary of the Interior's Standards for Rehabilitation" (36 CFR 67 and 68 as amended).

Sec. 13-~~1510~~1511. Guidelines for new structures and additions.

(1) The following elements ~~should~~ **shall** be visually compatible with the contributing buildings and environment to which they are visually related and with the architectural style(s) of the district, where applicable:

(a) Building height.

(b) Building volume and massing.

(c) On the street elevation of a building, the proportion between the width and height in the ~~facade~~**façade**.

(d) The proportions and relationships between doors and windows in the street ~~facade~~**façade**.

(e) The directional expression of the street façade (horizontal or vertical expression).

(f) Exterior building materials.

(g) Roof design and shape.

(h) Landscape plan, off-street parking and drives, fencing, and other aspects of site design.

Sec. 13-~~1511~~1512. Standards for approval of demolition or recommendation of preservation.

(1) The following standards shall be considered:

(a) Whether the building or structure is of such architectural or historic significance that its demolition would be detrimental to the public interest.

(b) Whether the structure, when in an historic district, although not itself an historic structure, contributes to the distinctive character of the historic district as a whole and, therefore, demolition would be detrimental to the public interest.

(c) Whether the demolition of the structure would be contrary to the objectives of the Historic Preservation Plan for the applicable historic district, where applicable.

(d) Whether the structure is of such old, unusual, or uncommon design, texture, and/or material that it could not be reproduced or could be reproduced only with great difficulty and/or expense.

(e) Whether the structure is in such a deteriorated condition that it is not structurally or economically feasible to preserve or restore it, provided that any hardship or difficulty claimed by the owner, which is self-created or the result of any failure to maintain the structure in good repair, cannot qualify as a basis for the issuance of a demolition permit.

(f) Whether the denial of the application would deny the owner of the structure all economically-viable use of the property.

Sec. 13-~~1512~~1513. Interim control ~~within historic districts~~.

No building permit shall be issued by the **Development Services Manager** ~~**Building Inspection Superintendent**~~ for alteration, construction, demolition, or removal of **a nominated historic structure, a nominated historic site, or** any property or structure within a proposed historic district from the date of the first notice of public hearing by the ~~**Historic Preservation Commission**~~**Landmarks Commission** until final disposition by the **LC**~~**HPC**~~ or Common Council, unless such action is authorized by formal resolution of the Common Council as necessary for public health, welfare, or safety. The period of delay shall not exceed ninety (90) days.

SECTION 3. Sections 13-1514 and 13-1515, Green Bay Municipal Code, is hereby created as follows:

Sec. 13-1514. Penalties for Violations.

Any person or persons violating any provision of Chapter 13-1500 or Section 5 of Chapter 13-200, Green Bay Municipal Code, may be fined no less than $50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Development Services Manager. Fine amounts shall be established by Common Council.

Sec. 13-1515. Conditions Dangerous to Life, Health or Property.

Nothing contained in this chapter shall prohibit the making of emergency repairs to a historic building in compliance with an order of any governmental agency or court of law to remember conditions determined to be dangerous and a substantial threat to life, health or property. In addition, nothing contained in this chapter shall prohibit the demolition of a historic building which has been condemned in accordance with the provisions of §66.0413(3), Wis. Stats. In any such cases, no approval from the LC shall be required. A building official shall send a copy of any emergency order or demolition permit affecting a historic building to the LC at the time that such order or permit is issued.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. 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:

_____
James J. Schmitt
Mayor

ATTEST:

_____
Kris A. Teske
Clerk

JF/SP
7/17/18

ZONING ORDINANCE NO. 11-18

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 1060 GRAY COURT
(ZP 18-20)

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

WHITNEY OR LAVENTURE CLAIM PRT COM INSECTN OF VELP AVE WITH W LINE OF LOT 3 OF SD CLAIM TH N26*E 19.90 CHS TO N/L OF SD CLAIM AT POINT BTWN LOTS 53 & 54 FT HOWARD MILITARY RESERVE TH W ON N/L OF SD CLAIM 20 CHS TH S TO VELP AV TH SELY ALG VELP
Tax Parcel: 18-781 (1060 Gray Court)

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development and construction of a six 12-unit building apartment campus on a majority of the site while retaining specific areas of the property for future lot reconfiguration and general industrial and future general commercial uses.

B. Land Use Regulation. The land uses which may be established and/or maintained on the subject property and dimensional/area requirements applied thereto are divided into three areas as depicted in Exhibit A and described in detail below:

1. Uses permitted and dimensional/area requirements applied in Area A, as depicted on Exhibit A and described below, shall be regulated as the General Industrial Zoning District (GI), set forth in in Section 13-900 of the Green Bay Municipal Code.

   Area A: Part of Laventure or Whitney's Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Commencing at the East Corner of Lot 1, Volume 20 Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; Thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1 to the Point of Beginning; thence continuing N44°15'29"W, 33.51 feet to a North Corner of Said Lot 1; thence N63°27'52"W, 211.21 feet along a

North Line of Said Lot 1; thence N26°14’45”E, 74.97 feet along the East Right-of-Way of North Buchanan Street; thence S63°45’15”E, 135.00 feet; thence N26°14’45”E, 223.30 feet; thence S63°36’59”E, 105.36 feet; thence S25°47’43”W, 310.28 feet to the Point of Beginning (Land Area contains 42,205 square feet/0.97 acres more or less).

2. Uses permitted and dimensional/area requirements applied in in Area B, as depicted on Exhibit A and described below, shall be regulated as the Varied Density Residential Zoning District (R-3), set forth in in Section 13-600 of the Green Bay Municipal Code.

   Area B. Part of Laventure or Whitney’s Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; thence N44°15’29”W, 330.32 feet along a North Line of Said Lot 1; thence N25°47’43”E, 310.28 feet; thence 63°36’59”E, 734.63 feet to the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document 1103215, Brown County Records; thence S26°21’38”W, 182.23 feet along said West Line; thence N44°31’58”W, 365.66 feet; thence N43°51’10”W, 325.14 feet to the Point of Beginning (Land Area contains 300,046 square feet/6.89 acres more or less).

3. No uses other than vehicular, pedestrian and utility access shall be permitted in Area C, as depicted on Exhibit A and described below, until such time that the area is combined/consolidated with adjacent properties. Once combined/consolidated, uses and dimensional/area requirements applied in Area C shall be regulated as the General Commercial Zoning District (C1), set forth in in Section 13-800 of the Green Bay Municipal Code.

   Area C. Part of Laventure or Whitney’s Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; thence S45°53’47”W, 84.69 feet along the East Line of Said Lot 1; thence S44°06’13”E, 237.81 feet to the North Right-of-Way Line of Gray Court; thence 120.55 feet along said Right-of-Way Line being the arc of a 246.74 foot radius curve to the right whose long chord bears S77°34’57”E, 119.36 feet; thence S63°35’07”E, 108.34 feet along said North Right-of-Way Line of Gray Court; thence N26°21’38”E, 368.03 feet along the West Line of Volume 17, Certified Survey maps, Page 105, Map No. 3213, Doc No. 1103215, Brown County Records; thence S44°31’58”W, 365.66 feet; thence N43°51’10”W, 325.14 feet to the Point of Beginning (Land Area contains 46,450 square feet/1.07 acres more or less).

C. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Zoning Code.

D. Signage. All signage shall be regulated as set forth in Chapter 13-2000 Green Bay Zoning Code.

E. Site Plan Review & Standards
   1. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning Code.
   2. Development of Area B, as depicted on Exhibit A and described above, shall be in general conformity with attached Exhibit B.
   3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning Code.

F. Access/Parking/Pedestrian Circulation.
   1. All parking shall be regulated as required in Chapter 13-1700, Green Bay Zoning.
   2. Pedestrian access shall be provided from Gray Court to the development and connected via an internal pedestrian network to the primary entrance of the principal buildings.

G. Landscaping/Transitional Yard
   1. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning Code.

H. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City. See Chapter 30, Green Bay Municipal Code.

I. 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.

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

Attachments: Exhibit A – Land Area Plan
Exhibit B – Conceptual Site Plan – Area B

EXHIBIT A

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	120.55'	246.74'	119.36'	S77°34'57"E	27°59'40"	S88°25'13"W & S63°35'07"E

Area A

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1 to the Point of Beginning; thence continuing N44°15'29"W, 33.51 feet to a North Corner of said Lot 1; thence N63°27'52"W, 211.21 feet along a North Line of said Lot 1; thence N26°14'45"E, 74.97 feet along the East Right-of-Way of North Buchanan Street; thence S63°45'15"E, 135.00 feet; thence N26°14'45"E, 223.30 feet; thence S63°36'59"E, 105.36 feet; thence S25°47'43"W, 310.28 feet to the Point of Beginning.

Parcel to be attached to abutting parcel to the West being Tax Parcel No. 18-781-G.

Parcel contains 42,205 square feet / 0.97 acres more or less.

Parcel subject to easements and restrictions of record.

Area B

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1; thence N25°47'43"E, 310.28 feet; thence S63°36'59"E, 734.64 feet to the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records; thence S26°21'38"W, 182.23 feet along said West Line; thence N44°31'58"W, 365.66 feet; thence N43°51'10"W, 325.14 feet to the Point of Beginning.

Parcel contains 300,046 square feet / 6.89 acres more or less.

Parcel subject to easements and restrictions of record.

Area C

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence S45°53'47"W, 84.69 feet along the East Line of said Lot 1; thence S44°06'13"E, 237.81 feet to the North Right of Way of Gray Court; thence 120.55 feet along said North Right-of-Way being the arc of a 246.74 foot radius curve to the right whose long chord bears S77°34'57"E, 119.36 feet; thence S63°35'07"E, 108.34 feet along said North Right-of-Way of Gray Court; thence N26°21'38"E, 368.03 feet along the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records; thence S44°31'58"W, 365.66 feet; thence N43°51'10"W, 325.14 feet to the Point of Beginning.

Parcel to be rezoned as C-1 zoning.

Parcel contains 46,450 sq. ft. / 1.07 acres more or less.

Parcel subject to easements and restrictions of record.

SCALE 1"=100'

DRAWN BY ZRH

TAX PARCEL NO. 18-781

Exhibit A

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

Bigelow Rentals

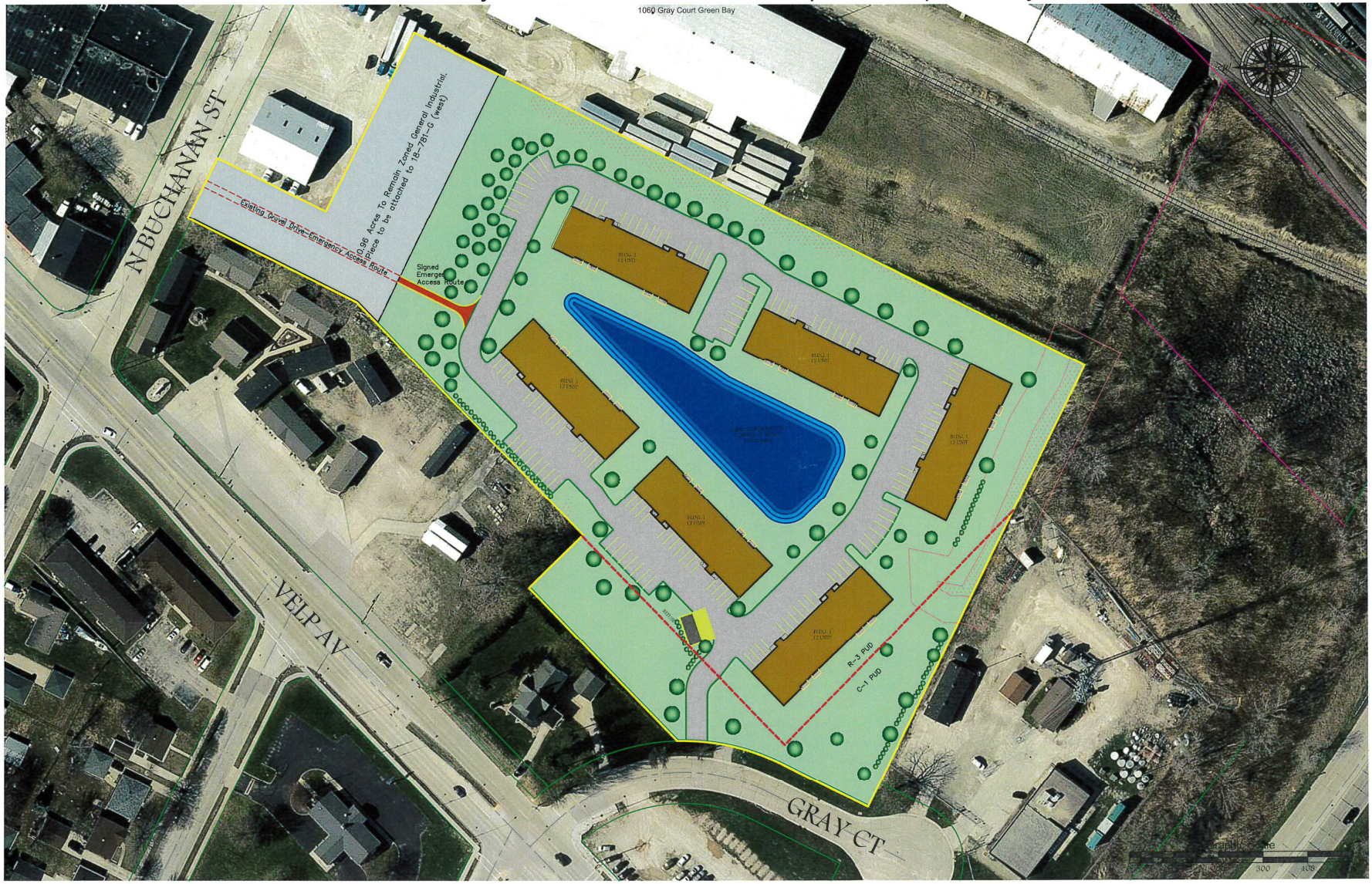
PROJECT NO. B-14217

SHEET NO. 1 of 1

DRAWING NO. X-844

EXHIBIT B

PUD Multi Family / Future Commercial Development Proposed Layout



SCALE
1"=100'

DRAWN BY
JEL

TAX PARCEL NO. 18-781

Conceptual Layout

Multiple Family Development - Area B

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

Bigelow

PROJECT NO.
B-14217

SHEET NO.
1 of 1

DRAWING NO.
S-2984

ZONING ORDINANCE NO. 12-18

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT
FOR THE PROPOSED RESIDENTIAL DEVELOPMENT
LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET
(ZP 18-21)

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

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

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

A. Permitted Uses. Two (2) two-unit semi-detached dwellings.

B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of buildable area.

C. Setbacks, Height and Impervious Coverage.

1. Buildings and paving are precluded within the following required setbacks:

a. Front Yard (North Van Buren Street): 3.5 feet

b. Corner Side Yard (Cherry Street): 11 feet.

c. Interior Side Yard: 5 feet (excluding common walls).

d. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.

2. Overall height of the proposed structures shall not exceed 35 feet.

3. The impervious coverage shall not exceed 65%.

E. Landscaping.

1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.

2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.

2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.

G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.

2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.

J. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.

L. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. 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 5. 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

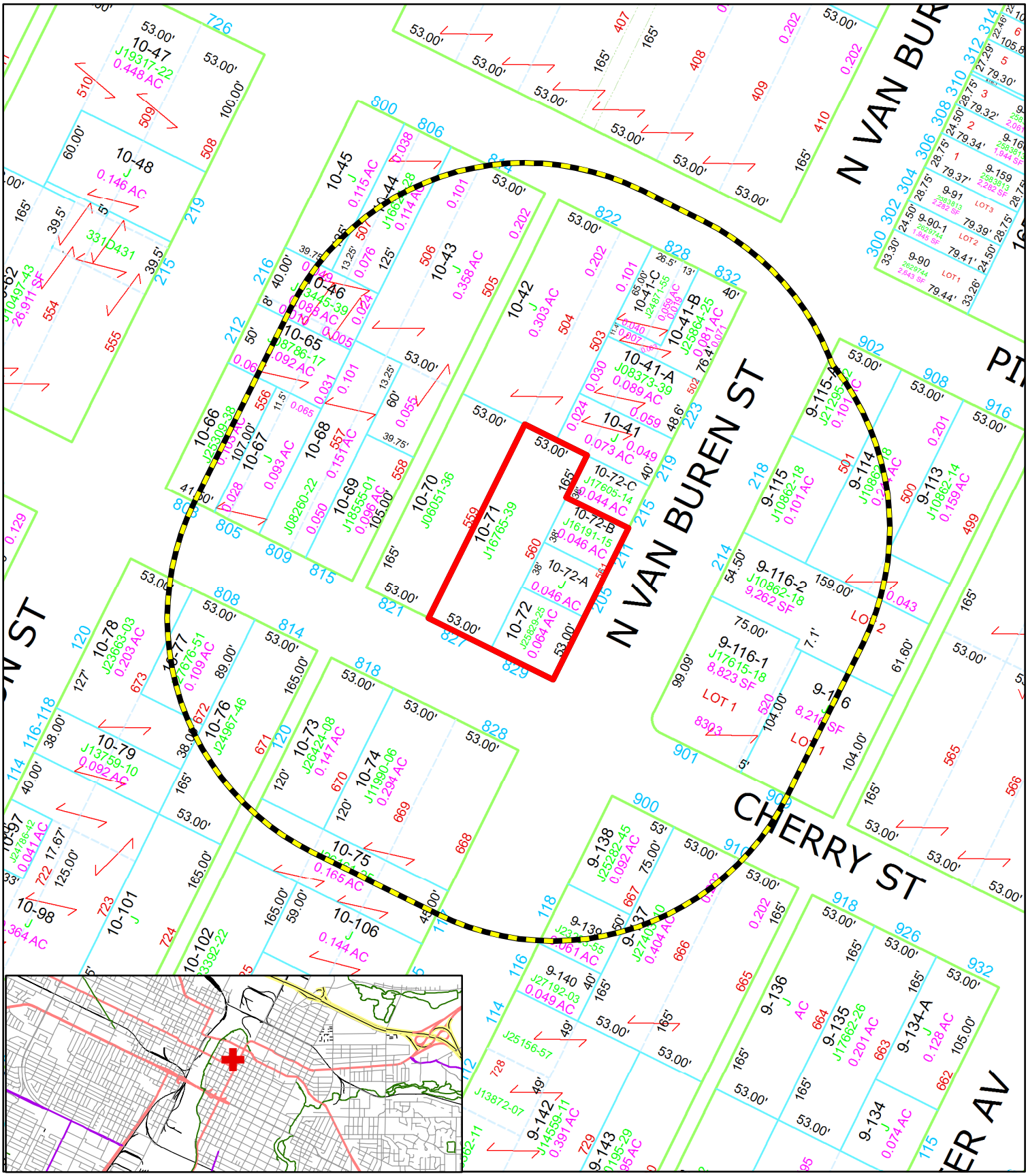
ATTEST:

_____
Clerk

PN

Attachment: Map

7/17/18



Subject Area

200' Property Owner Notice

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 PN

N

0 5,000 10,000 Feet

Zoning Petition (ZP 18-21)
Proposed Planned Unit Development (PUD) -
200 Block North Van Buren Street

GENERAL ORDINANCE NO. 14-18

AN ORDINANCE
AMENDING SECTION 29.307,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS

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

SECTION 1. Section 29.307, Green Bay Municipal Code, is hereby amended by removing therefrom the following RIGHT TURN NO STOP condition:

DECKNER AVENUE at ALPINE DRIVE.

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

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

js

7/17/18

GENERAL ORDINANCE NO. 15-18

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following 2-HOUR PARKING zone:

> CROOKS STREET, north side, from a point 105 east of Webster Avenue to a point 90 feet west of Clay Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY PARKING zone:

> STUART STREET, north side, from Monroe Avenue to Webster Avenue.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY PARKING zone:

> STUART STREET, north side, from Monroe Avenue to Jackson Street.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. 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
7/17/18

GENERAL ORDINANCE NO. 18-18

AN ORDINANCE
AMENDING AND CREATING SECTIONS OF CHAPTERS 13,
GREEN BAY MUNICIPAL CODE,
RELATING TO THE HISTORIC PRESERVATION OF SITES,
STRUCTURES AND DISTRICTS

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

SECTION 1. Sections 13-214 through 13-217, Green Bay Municipal Code, is hereby amended as follows:

HISTORIC PRESERVATION

Sec. 13-214. Purpose and intent.

(1) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people. The purpose of this section **and Chapter 13-500, Green Bay Municipal Code,** is to:

(a) Effect and accomplish the protection, enhancement, and perpetuation of such improvements, sites, and districts which represent or reflect elements of the City's cultural, social, economic, political, and architectural history.

(b) Safeguard the City's historic and cultural heritage as embodied and reflected in such historic structures, sites, and districts.

(c) Foster civic pride in the notable accomplishments of the past.

(d) Stabilize and improve property values.

(e) Protect and enhance the City's ~~attractions~~ **historic districts, structures, and sites for the benefit of** ~~to~~ residents, tourists, and visitors and serve as a support and stimulus to business and industry.

(f) Improve and enhance the visual and aesthetic character of the City.

(g) Educate the public regarding the need and desirability of a City historic preservation program and its enhancement of the quality of life.

(2) ***Definitions.*** **In this section:**

(a) ***Alteration.*** **Any act or process which changes one or more of the exterior features of an improvement, including but not limited to the erection, construction, reconstruction, or moving of any improvement.**

(b) ***Certificate of Appropriateness.*** **A statement issued by the ~~Historic Preservation~~Landmarks Commission (~~HPC~~LC), or their designee, verifying that the LC~~HPC~~ has reviewed an application for a proposed alteration, rehabilitation, construction, reconstruction, or demolition of a historic structure, historic site, or any improvement in a historic district; that the LC~~HPC~~ has found the requested action to be appropriate to the general character of the improvement, historic structure, historic site, or historic district; and that the requested action may be taken subject to applicable building and zoning codes.**

(c) ***Character.*** **All those visual aspects and physical features that comprise the appearance of a historic structure, historic site, or historic district. Character-defining elements include the overall shape, its materials, craftsmanship, decorative details, spaces, and features, as well as the various aspects of its site and environment.**

(d) ***Contributing Building.*** **A building, object, or site located within the boundaries of a local historic district and identified as contributing to the historical, cultural, archeological, or architectural significance of the local historic district.**

(e) ***Demolition.*** **Any act or process which destroys in part or in whole an improvement.**

(f) ***Features.*** **Elements that give a historic structure, historic site, or historic district its visual character and that should be taken into account in order to preserve them to the maximum extent possible. For historic structures, features also include the kind and texture of the building material, and the type and style of all windows, doors, and all other architectural elements.**

(g) ***Historic District.*** **A place or area designated as an historic district pursuant to the provisions of this chapter. In order to be designated, the following requirements shall be met: the historic district may contain, within definable geographic boundaries, one or more historic structures along with such other buildings, places or areas which, while not of such historic significance to be designated as historic structures, nevertheless contribute to the overall visual characters of the historic structure or structures located within the District.**

(h) ***Historic Site.*** **A place or area designated as an historic site pursuant to the provisions of this chapter. In order to be designated, the following requirements shall be met: the historic site must represent, within definable geographic boundaries, any building, landscape, site, improvement, event, or structure that is or was of local, regional, or national significance.**

(i) ***Historic Structure.*** **Any improvement which has a special character or special historic interest or value as part of the development, heritage, or cultural characteristics of the City and which has been designated as an historic structure pursuant to the provisions of this chapter.**

(j) ***Improvement.*** **Any building, structure, place, work of art, or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.**

Sec. 13-215. ~~Historic Preservation~~Landmarks Commission composition.

The ~~Historic Preservation Commission (HPC)~~ Landmarks Commission (LC) is established to promote and administer all historic preservation functions required by Green Bay Municipal Code Chapter 13-1500 and Section 5 of Chapter 13-200. Pursuant to the provisions of Wis. Stats. 62.23(7)(em), ~~A~~a ~~Historic Preservation~~Landmarks Commission is hereby created, consisting of seven members. Of the membership**~~ and if available in the community~~**, one shall be a registered architect, one shall be a historian, **or licensed contractor,** one shall be a licensed real estate broker **or licensed appraiser**, one shall be an alderperson, and three shall be citizen members**. Two of these citizen members shall ~~with priority given to persons who~~ reside in or own a certified historic ~~district,~~ structure~~,~~ or site. All members must be current residents of the City of Green Bay.** Each member shall have, to the highest extent practicable, a known interest in historic preservation. **If an architect, historian/contractor, or real estate broker/appraiser is not available at time of vacancy, an appropriate alternative professional may be appointed by the Mayor only if two of the three listed professions are already represented on the Commission. The chairperson of the LC~~HPC~~ shall be chosen by the members of the LC~~HPC~~, but may not be a person affiliated with the city government in any capacity beyond the LC~~HPC~~, including employment, appointment, or election.** The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years. Thereafter, the term for each member shall be three years.

Sec. 13-216. Historic structure, historic site, and historic district designation criteria.

(1) For purposes of this ordinance, a~~n~~ historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement, or structure located thereon or any area of particular historic, architectural, archeological, or cultural significance to the City**. See section 13-1502 for designation provisions.~~, such as historic structures, sites, or districts which~~**:

~~(a) Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community; or~~

~~(b) Are identified with historic personages or with important events in national, state, or local history; or~~

~~(c) Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or~~

~~(d) Are representative of the notable work of a master builder, designer, or architect who influenced his age; or~~

~~(e) Have yielded, or may be likely to yield, information important to prehistory or history. The Commission may adopt specific operating guidelines for historic structure, historic site, and historic district designation.~~

Sec. 13-217. Powers and duties of ~~Historic Preservation~~ Landmarks Commission.

(1) See Section 13-1507 for powers and duties.~~The authority and activities of the Commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the Commission shall be the development of public support and the location and identification of historic sites, historic structures, and historic districts. The duties of the Commission shall be to:~~

~~(a) Develop appropriate criteria and standards for identifying and evaluating neighborhoods, areas, places, structures, and improvements within the City which have distinctive character of special historic, aesthetic, architectural, archaeological, or cultural interest or value and might be classified as historic sites, structures, or districts.~~

~~(b) Conduct studies and surveys of neighborhoods, areas, places, structures, and improvements within the City for the purpose of determining those of a distinctive character or special historic, aesthetic, architectural, archaeological, or cultural interest or value and of compiling appropriate descriptions, facts, lists, and files.~~

~~(c) Promote public education, interest, and support for the preservation and enhancement of such historic sites, structures, or districts.~~

~~(d) Cooperate with and advise the Common Council and other agencies and departments of government with regard to such matters as may be appropriate with respect to historic sites, structures, or districts.~~

~~(e) Cooperate with and enlist assistance from the National Trust for Historic Preservation, the State Historical Society, the County Historical Society, and other agencies, groups, or individuals active in the field of historic and cultural preservation.~~

~~(f) Work on a voluntary basis with the owners of historic sites and structures advising them on the benefits, problems, and techniques of preservation and encouraging their participation in preservation activities.~~

~~(g) Designate, with the approval of the Common Council, those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance as historic sites, structures, or districts of the City and nominate those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance to the National Register of Historic Places if appropriate.~~

SECTION 2. Sections 13-1501 through 13-1513, Green Bay Municipal Code, is hereby amended as follows:

CHAPTER 13-1500.

HISTORIC STRUCTURES, SITES, AND DISTRICT REGULATIONS

Sec. 13-1501. Purpose and intent.

(1) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation, and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people. The purpose of this ~~section~~ **Chapter and Section 5 of Chapter 13-200, Green Bay Municipal Code,** is to:

(a) ~~Protect, enhance, and perpetuate~~**Effect and accomplish the protection, enhancement, and perpetuation of** such improvements, sites, and districts which represent or reflect elements of the City's cultural, social, economic, political, and architectural history.

(b) Safeguard the City's historic and cultural heritage, as embodied and reflected in such historic structures, sites, and districts.

(c) Foster civic pride in the notable accomplishments of the past.

(d) Stabilize and improve property values.

(e) Protect and enhance the City's historic districts, structures, and sites for the benefit of residents, tourists, and visitors and serve as a support and stimulus to business and industry.

(f) Improve and enhance the visual and ~~aesthetia~~aesthetic character of the City.

(g) Educate the public regarding the need and desirability of a City historic preservation program and its enhancement of the quality of life.

(2) ***Definitions*. The terms and definitions in Green Bay Municipal Code § 13-214(2) apply to this section.**

Sec. 13-1502. Designation of historic structures, sites, and districts.

(1) Pursuant to the provisions of Wis. Stats. 62.23(7)(em) **as it may be amended from time to time**, the ~~Historic Preservation~~**Landmarks** Commission **(L~~HP~~C)** may after notice and public hearing designate a structure, site, or district as historic.

(a) Standards for designation. The designation may be applied to any area of particular historic, architectural, archeological, or cultural significance to the City, including those that:

~~(~~1.~~)~~ Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community.**; or**

~~(~~2.~~)~~ Are identified with historic personages or with important events in national, state, or local history~~.~~**; or**

~~(~~3.~~)~~ Embody the distinguishing characteristics of **an** architectural type~~s~~ or specimen~~s~~ inherently valuable for the study of a period~~ or periods~~, style~~s~~, **or** method~~s, or~~ **of** construction or of indigenous materials or craftsmanship~~.~~**; or**

~~(~~4.~~)~~ Are representative of the notable works of master builders, designers, or architects who influenced their age~~.~~**; or**

~~(~~5.~~)~~ Have yielded or may be likely to yield information important to history or prehistory~~.~~**; or**

~~(~~6.~~)~~ Historic structures and sites which are on the National or State Register of Historic Places shall be designated as a City historic structure or site.

(b) ~~Exemptions. The property of bona fide churches that is used for religious purposes is exempt from any provision of this section which may have a coercive effect upon the practice of religion. Relief from such coercive provision may be obtained by application for a variance to the Historic Preservation Commission.~~ **The ~~Commission~~LC may adopt specific operating guidelines for historic structure, historic site, and historic district designation providing such are in conformance with Chapter 13-1500 and Section 5 of Chapter 13-200, Green Bay Municipal Code.**

Sec. 13-1503. Procedure for nomination and designation of historic structures, sites, and districts.

(1) The ~~Historic Preservation~~**Landmarks Commission (LC)**~~ Commission~~ may after notice and public hearing nominate to the Common Council parcels for historic structure, site or district designation, or recommend rescinding such designation previously made upon

application of the criteria herein. No such nomination or recommendation shall be final until approved by the Common Council. The procedure for designation of a~~n~~ historic district may be initiated by the ~~Historic Preservation Commission~~LC or by property owners wishing to be included within an historic district.

(a) The ~~Commission~~ LC shall notify the owners of record, as listed in the office of the City Assessor, of all properties proposed for designation or inclusion within a proposed district and all properties within one hundred (100) feet of the proposed site or district's boundaries. These owners may confer with the ~~Commission~~ LC prior to final action on the designation.

(b) The LC~~Commission~~ shall notify all Council members of the proposed district, the Mayor, Director of Public Works, Director of Parks and Recreation Department, ~~Building Inspections Superintendent~~Development Services Manager, Zoning Administrator, and ~~Planning Director~~the Director of the Department of Community and Economic Development. Each may respond to the ~~Commission~~ LC with its comments on the proposed designation at or prior to the hearing.

(c) The ~~Commission~~ LC shall conduct the public hearing. It may call witnesses, including experts, and may subpoena such witnesses and records as it deems necessary. The LC~~Commission~~ may view the properties in question and direct the conduct of an independent investigation into the proposed designation or rescission.

(d) After the close of the public hearing, the ~~Commission~~ LC shall make and forward a recommendation to the Common Council. The owners of record of the above-referenced properties shall be notified in writing by the ~~Commission~~LC of the date, time, and place the Common Council will act on its recommendation.

(e) The Common Council shall approve or deny the recommendation of the LC~~Commission~~.

(f) ~~Designation on official zoning map.~~ Upon approval by the Common Council of any nomination or recommendation of the ~~Commission~~LC, the historic structure, site, or district shall be designated as such on or removed from the City's official zoning map.

Sec. 13-1504. Recognition of historic structures and sites.

(1) At such time as a~~n~~ historic structure or site has been properly designated and approved in accordance with this section, the Landmarks Commission ~~Commission~~ may allow and/or cause to be prepared and erected on such structure or site a suitable plaque identifying the structure or site and placed so as to be easily visible to passing pedestrians.

(a) In the case of a~~n~~ historic structure, the plaque shall state the accepted name of the structure, the date of its construction, and other information deemed appropriate by the ~~Commission~~ LC and acceptable to the owner.

(b) In the case of **a~~n~~** historic site that is not the site of an historic structure, the plaque shall state the common name of the site and such other information deemed appropriate by the **LC~~Commission~~**.

(c) In the case of a historic district, a marker or sign shall state the name of the district and such other information deemed appropriate by the LC.

Sec. 13-1505. Historic districts are overlay districts.

A designated historic district shall be considered an overlay district that is in addition to the underlying base zoning. Provisions for specific uses within the base district(s) may be modified, and specific guidelines for design review may be added through the historic district preservation plan, as provided in ~~Chapter~~ **Section** 13-1506.

Sec. 13-1506. Creation of historic district preservation plan.

(1) In conjunction with the creation of a~~n~~ historic district, the **~~Historic Preservation~~Landmarks Commission ~~Commission~~**, with the assistance of the Planning Department, shall prepare an historic preservation plan for the district. The plan shall include the following:

(a) A statement of preservation objectives.

(b) A cultural and architectural analysis supporting the historic significance of the area and any specific guidelines for development.

(c) An inventory of buildings that contribute to the distinctive architectural or special historic character of the district as a whole (contributing buildings) and buildings that do not so contribute (noncontributing buildings).

(d) Guidelines applicable to renovation of existing buildings and structures, to any new construction, and to site improvements within the district. The general guidelines in Chapter 13-1509 should be supplemented with more specific guidelines based upon the cultural and architectural character of the district.

Sec. 13-1507. Powers and duties of Landmarks~~Historic Preservation~~ Commission

(1) The ~~Historic Preservation~~ Landmarks Commission (LC) shall have the following powers and duties.

(a) ***Designation of historic structures, historic sites, and historic districts*. The ~~Historic Preservation Commission~~LC shall have the power, subject to Section 13-1503 of the Municipal Code, to recommend designation of historic structures, historic sites, and historic districts within the City limits. Such recommendations for designation shall be based on Section 13-216 and Section 13-1502 of the Municipal Code. Approval by the Common Council results in historic structure, historic site, or historic district**

designation. Once designated, such historic structures, sites, and districts shall be subject to all provisions of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code.

(b) ***Regulation of Construction, Reconstruction, Alteration, and Demolition.***

1. No owner or person in charge of a designated historic structure, designated historic site, or a structure within a designated historic district shall reconstruct, alter, or demolish all or any part of the exterior of such property, or construct any improvement upon such property, or cause or permit any such work to be performed upon such property, or demolish such property unless a Certificate of Appropriateness (COA) has been granted ~~by the Historic Preservation Commission~~. A ~~Certificate of Appropriateness~~ COA is the certificate issued by the ~~Historic Preservation Commission~~LC, the Director of Community and Economic Development, or their designee, approving alteration, rehabilitation, construction, reconstruction, or demolition of a designated historic structure, designated historic site, or a site or structure located in a designated historic district. Unless a C~~ertificate of Appropriateness~~OA has been granted, the ~~Building Inspection Superintendent~~ Development Services Manager shall not issue a permit for any such work.

2. Upon filing of any application for a C~~ertificate of Appropriateness~~OA with the ~~Historic Preservation Commission~~LC, the ~~Historic Preservation Commission~~LC shall approve the application unless:

a. In the case of a designated historic structure or designated historic site, the proposed work would detrimentally change, destroy, or adversely affect any exterior feature of the improvement or site upon which said work is to be done;

b. In the case of construction of a new improvement upon a designated historic site or within a designated historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;

c. In the case of any property located in a designated historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code, or to the objectives and design criteria of the historic preservation plan for said district;

d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city or state;

e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

3. If the ~~Historic Preservation Commission~~LC determines that the application for a C~~ertificate of Appropriateness~~ OA and the proposed changes are consistent with the character of the features of the property or district, it shall issue the C~~ertificate of Appropriateness~~OA. The ~~commission~~LC shall make this decision within thirty (30) days of the filing of the application. If the ~~Historic Preservation Commission~~LC is unable to make a decision within thirty (30) days, the Director of Community and Economic Development, or their designee, shall make the decision.

4. The issuance of a C~~ertificate of Appropriateness~~OA shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of a C~~ertificate of Appropriateness~~OA required for the proposed work.

5. A C~~ertificate of Appropriateness~~OA expires one (1) year from the issuance date.

6. Ordinary maintenance and repairs may be undertaken without a C~~ertificate of Appropriateness~~OA provided that the work involves repairs to existing features of a historic structure or structure within a designated historic district. A C~~ertificate of Appropriateness~~OA is not required for the replacement of elements of a structure with pieces identical in material and appearance, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit. See also 13-1508(d) of the Municipal Code.

7. Work done without a C~~ertificate of Appropriateness~~OA.

a. If a C~~ertificate of Appropriateness~~OA is not obtained prior to the commencement of work, **a fee will be charged as established by the Common Council.**

b. When work or demolition has been done upon a designated historic structure, designated historic site, or structure within a designated historic district without a C~~ertificate of Appropriateness~~OA, and the ~~Historic Preservation Commission~~LC finds that the work or demolition requires a C~~ertificate of Appropriateness~~OA but does not qualify for a C~~ertificate of Appropriateness~~OA, that work or demolition constitutes a violation of this ordinance and the ~~Historic Preservation Commission~~ LC

may require the~~an~~ owner to restore the structure or site to the condition the structure or site was in before the inappropriate work was conducted or modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA. **If work or demolition cannot be restored, a fee will be charged as established by the Common Council.**

c. If the owner does not comply with the restoration or modification requirement within sixty (60) days, the LC~~Historic Preservation Commission~~ may seek an order from the circuit court to require the owner to restore the structure or site to its former condition or to modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA.

d. If the owner does not comply or cannot comply with the order of the court, the ~~Historic Preservation Commission~~LC or its agent may elect to, but is not required to, enter the property and conduct work necessary to restore the structure or site to its former condition or modify the work so that it qualifies for a C~~ertificate of Appropriateness~~OA in accordance with the court's order. The cost of the work shall be charged to the owner and may be levied by the City as a special assessment against the property. When acting pursuant to said order of the circuit court, the ~~Historic Preservation Commission~~ LC or its agents may enter a property for purposes of this section.

(c) *Appeals.* Should the ~~Historic Preservation Commission~~LC or their designee fail to issue a C~~ertificate of Appropriateness~~OA due to the failure of the proposal to conform to the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200 of the Municipal Code and applicable guidelines, the applicant may appeal such decision to the Common Council within thirty (30) days. In addition, if the ~~Historic Preservation Commission~~LC fails to issue a C~~ertificate of Appropriateness~~OA, the LC~~Historic Preservation Commission~~ shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a C~~ertificate of Appropriateness~~OA within the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200.

(d) *Demolition by neglect.* Neglect in maintaining, repairing, or securing a designated historic structure, designated historic site, or a structure in a designated historic district that results in deterioration of an exterior feature of the structure or site or the loss of structural integrity of the structure or site constitutes demolition by neglect. Upon a finding by the LC ~~Historic Preservation Commission~~ that a designated historic structure, designated historic site, or structure in a designated historic district is threatened by demolition by neglect, such neglect constitutes a violation of this ordinance and the ~~Historic Preservation Commission~~LC may do either of the following:~~.~~

1. Require the owner of the property to repair all conditions contributing to demolition by neglect; or

2. If the owner does not make repairs within sixty (60) days, the ~~Historic Preservation Commission~~LC or its agent may elect to, but is not required to, enter the property and make such repairs as are necessary to prevent demolition by neglect, provided:

   a. That an estimate of the anticipated cost is provided to ~~City Council~~LC and it authorizes going forward with the repairs, designating a source of the funds to be made available; or

   b. The ~~Historic Preservation Commission~~LC, through grants, donations, or other efforts on its own, provides the funding necessary to accomplish the necessary repairs. Such funds shall be handled and accounted for in accordance with Section 13-1507 (l) of the Municipal Code.

   c. The costs of the work shall be charged to the owner, and may be levied by the city as a special assessment against the property. The ~~Historic Preservation Commission~~LC or its agents may enter the property for purposes of this section upon obtaining an order from the circuit court. All funds recovered from a property owner pursuant to this provision shall be returned to the same source from which it was obtained.

(e) Develop appropriate criteria and standards for identifying and evaluating neighborhoods, areas, places, structures, and improvements within the City which have distinctive character of special historic, aesthetic, architectural, archaeological, or cultural interest or value and might be classified as historic sites, structures, or districts.

(f) Conduct studies and surveys of neighborhoods, areas, places, structures, and improvements within the City for the purpose of determining those of a distinctive character or special historic, aesthetic, architectural, archaeological, or cultural interest or value and of compiling appropriate descriptions, facts, lists, and files.

(g) Promote public education, interest, and support for the preservation and enhancement of such historic sites, structures, or districts.

(h) Cooperate with and advise the Common Council and other agencies and departments of government with regard to such matters as may be appropriate with respect to historic sites, structures, or districts.

(i) Cooperate with and enlist assistance from the National Trust for Historic Preservation, the State Historical Society, the County Historical Society, and other agencies, groups, or individuals active in the field of historic and cultural preservation.

(j) Work on a voluntary basis with the owners of historic sites and structures advising them on the benefits, problems, and techniques of preservation and encouraging their participation in preservation activities.

(k) Nominate those neighborhoods, areas, places, structures, and improvements of special historic, aesthetic, architectural, archeological, or cultural significance to the National Register of Historic Places if appropriate.

(l) As it deems advisable, receive and solicit funds for the purpose of historic preservation in the city. Such funds shall be placed in a special city account for such purpose, to be administered by the ~~Historic Preservation Commission~~LC.

Sec. 13-~~1507~~1508. Review of construction, reconstruction, or alteration.

(1) No owner or person in charge of a~~n~~ historic site, historic structure, or site **or structure** within a~~n~~ historic district shall construct or alter any part of the structure or site, and no building permit shall be issued for the structure or site until design review has been completed and a ~~recommendation~~ **Certificate of Appropriateness (COA)** has been issued. ~~by the Historic Preservation Commission.~~

(a) *Intent.* Design review is ~~advisory~~ **binding** in nature. ~~The intent of design review is to provide an opportunity for the Commission to advise applicants on preferred approaches to renovation or rehabilitation of existing buildings, new construction, and other alterations to property.~~ The general guidelines in ~~Chapters~~ **Sections** 13-~~1509~~ **1510** and ~~1510~~ **1511, Green Bay Municipal Code,** and any specific guidelines developed for the historic district in question shall be used in design review.

(b) *Applicability.* The following applications for **designated** historic sites ~~or~~**, designated historic** structures**,** or **sites within designated historic districts, or structures within designated** historic districts shall be subject to design review.

~~(~~1.~~)~~ Applications which involve modification of the physical configuration of a property, such as the erection of a new building, the demolition of an existing building, or the expansion of an existing building.

~~(~~2.~~)~~ Applications that involve a change in the exterior appearance of a property, such as roofing, siding, window replacement, fencing, paving, or signage.

~~(~~3.~~)~~ Any other application requiring a building permit from the Department of **Community and Economic Development** ~~Inspections~~, with the exception of interior alterations that will not change the exterior appearance of the structure.

(c) *Maintenance and repairs permitted.* Ordinary exterior maintenance, painting, and repairs may be undertaken without a review and recommendation by the ~~Historic Preservation~~**Landmarks** Commission **(LC)**~~,~~ provided that:

(1.) The work involves repairs to existing features of an historic structure or site or replacement of elements of a structure with materials similar inpieces identical in material and appearance, and

(2.) Provided that the work does not change the exterior appearance of the structure or site.

(3.) **Sandblasting of any exterior surface is prohibited. Other types of abrasive exterior cleaning including, but not limited to, and media blasting or water blasting with any media additive, or corrosive cleaning including, but not limited to, muriatic acid wash, are also prohibited unless specifically approved prior to work by the Historic Preservation CommissionLC.**

(d) *Building permit required.* (Cr. GO 31-09) A building permit is required for applications as listed in Section 13-15071508 **(1)**(b) that are subject to design review.

(e) ***Authority to Issue Certificates of AppropriatenessOA.*** **The Historic Preservation CommissionLC and, in certain limited cases described below, the Director of Community and Economic Development, or their designee, may issue a Certificate of AppropriatenessOA in accordance with this section. The Director of Community and Economic Development, or their designee, shall make this decision within thirty (30) days of the filing of the application. If the Director/designee is unable to make a decision within thirty (30) days, approval of the COA shall be granted. If a COA is denied by the Director/designee, this decision may be appealed to the LC. The Director of Community and Economic Development, or their designee, may issue a CertificateofAppropriatenessOA in the following cases:**

1. Roof repair/replacement.

2. Gutter repair/replacement.

3. Private sidewalk and driveway repair/replacement of the same dimensions and orientation.

(4) Installation of historic plaques (residential only).

4. Chimney repair and tuckpointing according to the Secretary of the Interior Standards and in appropriate color and design.

65. Installation of fences.

76. Storm window or storm door repair or replacement.

87. Installation of glass blocks in basement window openings.

8. Painting of existing unpainted brick.

9. Unattached nonvisible accessory structures.

10. Replacement of identical siding.

11. Replacement or repair to porches identical to existing style and materials.

12. Commercial sign replacement of identical dimensions.

Sec. 13-~~1508~~1509. Design review procedures.

(a) Any application for a permit from the Department of **Community and Economic Development** **~~Inspections~~** shall also be filed with the **Landmarks~~Historic Preservation~~** Commission **(LC)**.

(b) As part of the application, the applicant shall submit a detailed description of the proposed construction, reconstruction, or alteration, together with any architectural drawings if those services have been utilized **~~by the applicant~~**, along with a description of the construction or alteration sufficient to enable the **L~~HP~~**C to evaluate the final appearance of the structure. **Photos and/or material samples are required as part of the application**.

(c) Design review shall be conducted concurrent with site plan review, as specified in Chapter 18, Site Plan Review, when site plan review is required.

(d) Property owners within 100-feet of the subject property will be notified of the Design Review if the COA is being reviewed by the LC.

(**~~c~~d**) After the filing of any application, the **~~HPC Historic Preservation Commission~~LC shall issue a ~~recommendation~~Certificate of Appropriateness (COA) subject to the requirements of 13-1507, Green Bay Municipal Code**. **~~The recommendation shall serve as a nonbinding recommendation only.~~** During the period of review, the Commission will work with the applicant to preserve the historical attributes of the building, structure, or site. **If the LC~~Historic Preservation Commission~~ does not issue a C~~ertificate of Appropriateness~~OA based on the requirements of 13-1507(1)(b)2, Green Bay Municipal Code, the LC~~Historic Preservation Commission~~ shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a C~~ertificate of Appropriateness~~OA within the requirements and guidelines of Chapter 13-1500 and Section 5 of Chapter 13-200, Green Bay Municipal Code.**

Sec. 13-~~1509~~1510. Guidelines for renovation of existing buildings.

(1) The **~~HPC Historic Preservation Commission~~Landmarks Commission** will consider the following factors in arriving at its recommendation:

(a) Whether there is a change in use that requires minimal change to the defining characteristics of the building and its site and environment.

(b) Whether the historic character of the property will be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property ~~should~~ **shall** be avoided.

(c) Each property shall be recognized as a physical record of its time, place, and use and maintaining features and architectural elements of the period shall be encouraged.

(d) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property ~~should~~ **shall** be preserved.

(e) Deteriorated historical features should be repaired rather than replaced, where feasible. Where replacement is necessary, the new feature ~~should~~ **shall** match the old in design, color, texture and other visual qualities, and, where possible, materials.

(f) The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest methods possible. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials ~~should~~ **shall** not be used.

(g) New additions, exterior alterations, or related new construction should not destroy historic materials that characterize the property. The new work should be differentiated from the old and ~~should~~ **shall** be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(h) New additions and adjacent or related new construction ~~should~~ **shall** be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(i) The "Secretary of the Interior's Standards for Rehabilitation" (36 CFR 67 and 68 as amended).

Sec. 13-~~1510~~1511. Guidelines for new structures and additions.

(1) The following elements ~~should~~ **shall** be visually compatible with the contributing buildings and environment to which they are visually related and with the architectural style(s) of the district, where applicable:

(a) Building height.

(b) Building volume and massing.

(c) On the street elevation of a building, the proportion between the width and height in the ~~facade~~**façade**.

(d) The proportions and relationships between doors and windows in the street ~~facade~~**façade**.

(e) The directional expression of the street façade (horizontal or vertical expression).

(f) Exterior building materials.

(g) Roof design and shape.

(h) Landscape plan, off-street parking and drives, fencing, and other aspects of site design.

Sec. 13-~~1511~~1512. Standards for approval of demolition or recommendation of preservation.

(1) The following standards shall be considered:

(a) Whether the building or structure is of such architectural or historic significance that its demolition would be detrimental to the public interest.

(b) Whether the structure, when in an historic district, although not itself an historic structure, contributes to the distinctive character of the historic district as a whole and, therefore, demolition would be detrimental to the public interest.

(c) Whether the demolition of the structure would be contrary to the objectives of the Historic Preservation Plan for the applicable historic district, where applicable.

(d) Whether the structure is of such old, unusual, or uncommon design, texture, and/or material that it could not be reproduced or could be reproduced only with great difficulty and/or expense.

(e) Whether the structure is in such a deteriorated condition that it is not structurally or economically feasible to preserve or restore it, provided that any hardship or difficulty claimed by the owner, which is self-created or the result of any failure to maintain the structure in good repair, cannot qualify as a basis for the issuance of a demolition permit.

(f) Whether the denial of the application would deny the owner of the structure all economically-viable use of the property.

Sec. 13-~~1512~~1513. Interim control ~~within historic districts~~.

No building permit shall be issued by the **Development Services Manager** ~~**Building Inspection Superintendent**~~ for alteration, construction, demolition, or removal of **a nominated historic structure, a nominated historic site, or** any property or structure within a proposed historic district from the date of the first notice of public hearing by the ~~**Historic Preservation Commission**~~**Landmarks Commission** until final disposition by the **LC**~~**HPC**~~ or Common Council, unless such action is authorized by formal resolution of the Common Council as necessary for public health, welfare, or safety. The period of delay shall not exceed ninety (90) days.

SECTION 3. Sections 13-1514 and 13-1515, Green Bay Municipal Code, is hereby created as follows:

Sec. 13-1514. Penalties for Violations.

Any person or persons violating any provision of Chapter 13-1500 or Section 5 of Chapter 13-200, Green Bay Municipal Code, may be fined no less than $50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Development Services Manager. Fine amounts shall be established by Common Council.

Sec. 13-1515. Conditions Dangerous to Life, Health or Property.

Nothing contained in this chapter shall prohibit the making of emergency repairs to a historic building in compliance with an order of any governmental agency or court of law to remember conditions determined to be dangerous and a substantial threat to life, health or property. In addition, nothing contained in this chapter shall prohibit the demolition of a historic building which has been condemned in accordance with the provisions of §66.0413(3), Wis. Stats. In any such cases, no approval from the LC shall be required. A building official shall send a copy of any emergency order or demolition permit affecting a historic building to the LC at the time that such order or permit is issued.

SECTION 4. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. 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:

_____
James J. Schmitt
Mayor

ATTEST:

_____
Kris A. Teske
Clerk

JF/SP
7/17/18

MISCELLANEOUS ORDINANCE NO. 2-18

AN ORDINANCE
ADOPTING AN AMENDMENT TO
THE SMART GROWTH 2022 COMPREHENSIVE PLAN
OF THE CITY OF GREEN BAY
TO REVISE THE LAND USE OF PROPERTY LOCATED
AT 1003 PINE STREET AND 1000 MAIN STREET
FROM MEDIUM INTENSITY RETAIL OFFICE HOUSING TO COMMERCIAL
(CPA 18-02)

WHEREAS, pursuant to §§62.23(2) and (3), Wis. Stats., the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan as defined in §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by §66.1001(4)(a), Wis. Stats.; and

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-02; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of §66.1001(4)(d), Wis. Stats. It is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

SECTION 1. The Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community.

SECTION 2. The Common Council does hereby enact this ordinance to formally adopt Comprehensive Plan Amendment CPA 18-02 pursuant to §66.1001(4)(c), Wis. Stats. A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 3. This ordinance shall take effect upon passage by a majority of the members-elect of the Common Council and publication as required by law.

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

APPROVED:

_____
Mayor

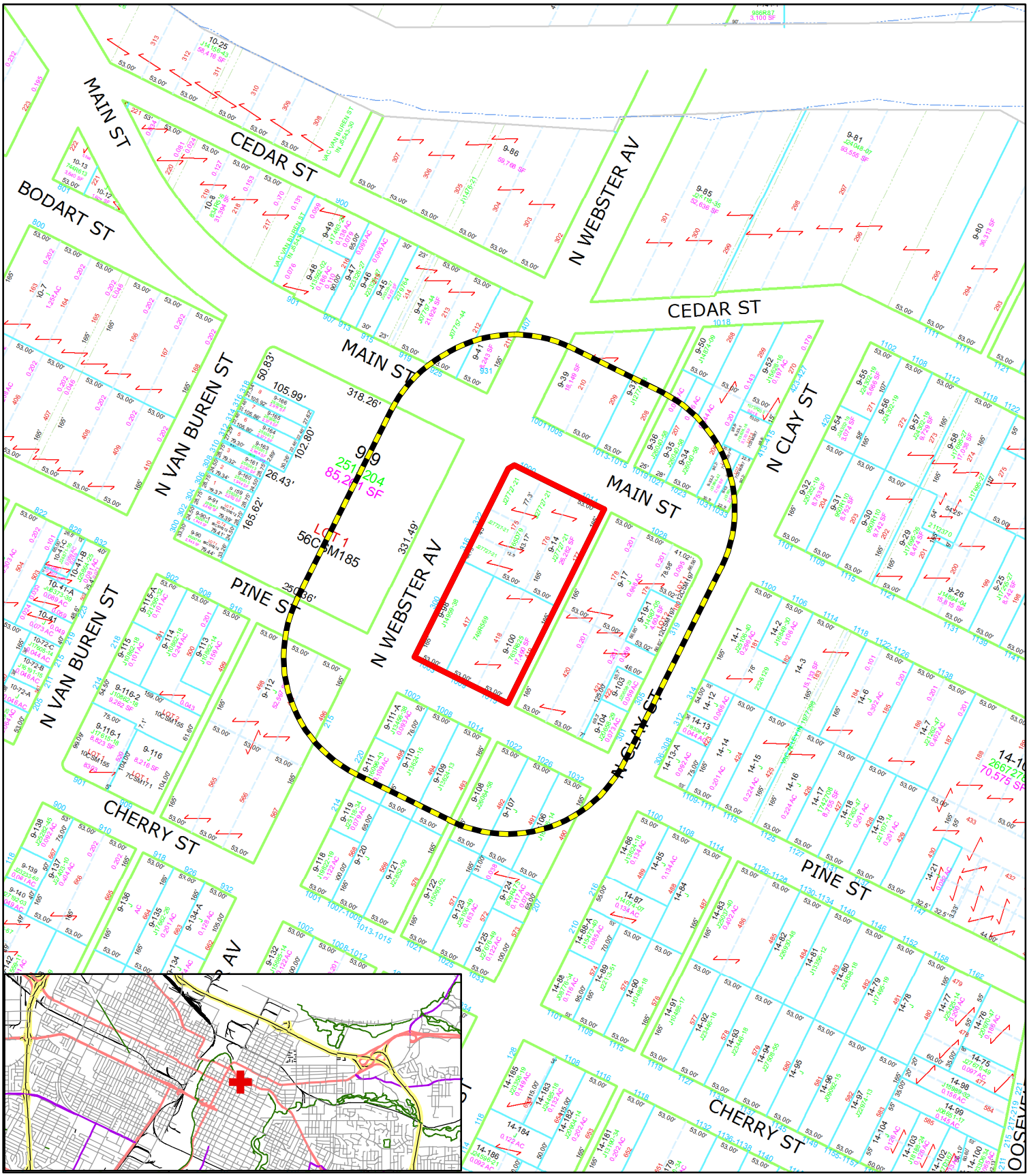
ATTEST:

_____
Clerk

PN:js

Attachment – Comprehensive Plan Amendment (Map)

7/17/18



Subject Area

200' Property Owner Notice

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 PN

N

0 5,000 10,000 Feet

Comprehensive Plan Amendment (CPA 18-02)
Revise properties located at 1003 Pine Street and 1000 Main Street from Medium Intensity Residential, Office or Housing (MIROH) to Commercial (C)

ZONING ORDINANCE NO. 11-18

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 1060 GRAY COURT
(ZP 18-20)

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

WHITNEY OR LAVENTURE CLAIM PRT COM INSECTN OF VELP AVE WITH W LINE OF LOT 3 OF SD CLAIM TH N26*E 19.90 CHS TO N/L OF SD CLAIM AT POINT BTWN LOTS 53 & 54 FT HOWARD MILITARY RESERVE TH W ON N/L OF SD CLAIM 20 CHS TH S TO VELP AV TH SELY ALG VELP
Tax Parcel: 18-781 (1060 Gray Court)

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

A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development and construction of a six 12-unit building apartment campus on a majority of the site while retaining specific areas of the property for future lot reconfiguration and general industrial and future general commercial uses.

B. Land Use Regulation. The land uses which may be established and/or maintained on the subject property and dimensional/area requirements applied thereto are divided into three areas as depicted in Exhibit A and described in detail below:

1. Uses permitted and dimensional/area requirements applied in Area A, as depicted on Exhibit A and described below, shall be regulated as the General Industrial Zoning District (GI), set forth in in Section 13-900 of the Green Bay Municipal Code.

   Area A: Part of Laventure or Whitney's Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Commencing at the East Corner of Lot 1, Volume 20 Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; Thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1 to the Point of Beginning; thence continuing N44°15'29"W, 33.51 feet to a North Corner of Said Lot 1; thence N63°27'52"W, 211.21 feet along a

North Line of Said Lot 1; thence N26°14’45”E, 74.97 feet along the East Right-of-Way of North Buchanan Street; thence S63°45’15”E, 135.00 feet; thence N26°14’45”E, 223.30 feet; thence S63°36’59”E, 105.36 feet; thence S25°47’43”W, 310.28 feet to the Point of Beginning (Land Area contains 42,205 square feet/0.97 acres more or less).

2. Uses permitted and dimensional/area requirements applied in in Area B, as depicted on Exhibit A and described below, shall be regulated as the Varied Density Residential Zoning District (R-3), set forth in in Section 13-600 of the Green Bay Municipal Code.

   Area B. Part of Laventure or Whitney’s Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; thence N44°15’29”W, 330.32 feet along a North Line of Said Lot 1; thence N25°47’43”E, 310.28 feet; thence 63°36’59”E, 734.63 feet to the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document 1103215, Brown County Records; thence S26°21’38”W, 182.23 feet along said West Line; thence N44°31’58”W, 365.66 feet; thence N43°51’10”W, 325.14 feet to the Point of Beginning (Land Area contains 300,046 square feet/6.89 acres more or less).

3. No uses other than vehicular, pedestrian and utility access shall be permitted in Area C, as depicted on Exhibit A and described below, until such time that the area is combined/consolidated with adjacent properties. Once combined/consolidated, uses and dimensional/area requirements applied in Area C shall be regulated as the General Commercial Zoning District (C1), set forth in in Section 13-800 of the Green Bay Municipal Code.

   Area C. Part of Laventure or Whitney’s Claim, West Side of the Fox River, in the City of Green Bay, Brown County, Wisconsin, More Fully Described as follows: Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Doc No. 1172078, Brown County Records; thence S45°53’47”W, 84.69 feet along the East Line of Said Lot 1; thence S44°06’13”E, 237.81 feet to the North Right-of-Way Line of Gray Court; thence 120.55 feet along said Right-of-Way Line being the arc of a 246.74 foot radius curve to the right whose long chord bears S77°34’57”E, 119.36 feet; thence S63°35’07”E, 108.34 feet along said North Right-of-Way Line of Gray Court; thence N26°21’38”E, 368.03 feet along the West Line of Volume 17, Certified Survey maps, Page 105, Map No. 3213, Doc No. 1103215, Brown County Records; thence S44°31’58”W, 365.66 feet; thence N43°51’10”W, 325.14 feet to the Point of Beginning (Land Area contains 46,450 square feet/1.07 acres more or less).

C. Lighting. All lighting on the subject property shall be regulated as set forth in Section 13-500, Green Bay Zoning Code.

D. Signage. All signage shall be regulated as set forth in Chapter 13-2000 Green Bay Zoning Code.

E. Site Plan Review & Standards
   1. Prior to the issuance of any building permits, site plans shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning Code.
   2. Development of Area B, as depicted on Exhibit A and described above, shall be in general conformity with attached Exhibit B.
   3. Any ground-mounted and/or roof-mounted mechanicals shall be screened compliant with Chapter 13-1815, Green Bay Zoning Code.

F. Access/Parking/Pedestrian Circulation.
   1. All parking shall be regulated as required in Chapter 13-1700, Green Bay Zoning.
   2. Pedestrian access shall be provided from Gray Court to the development and connected via an internal pedestrian network to the primary entrance of the principal buildings.

G. Landscaping/Transitional Yard
   1. Prior to the issuance of any building permits, detailed landscape plans shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning Code.

H. Prior to the issuance of any building permits, stormwater management plans, meeting the standards established by the City's Department of Public Works, shall be submitted to and approved by the City. See Chapter 30, Green Bay Municipal Code.

I. 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.

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

Attachments: Exhibit A – Land Area Plan
Exhibit B – Conceptual Site Plan – Area B

EXHIBIT A

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	120.55'	246.74'	119.36'	S77°34'57"E	27°59'40"	S88°25'13"W & S63°35'07"E

Area A

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1 to the Point of Beginning; thence continuing N44°15'29"W, 33.51 feet to a North Corner of said Lot 1; thence N63°27'52"W, 211.21 feet along a North Line of said Lot 1; thence N26°14'45"E, 74.97 feet along the East Right-of-Way of North Buchanan Street; thence S63°45'15"E, 135.00 feet; thence N26°14'45"E, 223.30 feet; thence S63°36'59"E, 105.36 feet; thence S25°47'43"W, 310.28 feet to the Point of Beginning.

Parcel to be attached to abutting parcel to the West being Tax Parcel No. 18-781-G.

Parcel contains 42,205 square feet / 0.97 acres more or less.

Parcel subject to easements and restrictions of record.

Area B

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence N44°15'29"W, 330.32 feet along a North Line of said Lot 1; thence N25°47'43"E, 310.28 feet; thence S63°36'59"E, 734.64 feet to the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records; thence S26°21'38"W, 182.23 feet along said West Line; thence N44°31'58"W, 365.66 feet; thence N43°51'10"W, 325.14 feet to the Point of Beginning.

Parcel contains 300,046 square feet / 6.89 acres more or less.

Parcel subject to easements and restrictions of record.

Area C

Part of Laventure or Whitney's Claim, West Side Fox River, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence S45°53'47"W, 84.69 feet along the East Line of said Lot 1; thence S44°06'13"E, 237.81 feet to the North Right of Way of Gray Court; thence 120.55 feet along said North Right-of-Way being the arc of a 246.74 foot radius curve to the right whose long chord bears S77°34'57"E, 119.36 feet; thence S63°35'07"E, 108.34 feet along said North Right-of-Way of Gray Court; thence N26°21'38"E, 368.03 feet along the West Line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records; thence S44°31'58"W, 365.66 feet; thence N43°51'10"W, 325.14 feet to the Point of Beginning.

Parcel to be rezoned as C-1 zoning.

Parcel contains 46,450 sq. ft. / 1.07 acres more or less.

Parcel subject to easements and restrictions of record.

SCALE 1"=100'

DRAWN BY ZRH

TAX PARCEL NO. 18-781

Exhibit A

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

Bigelow Rentals

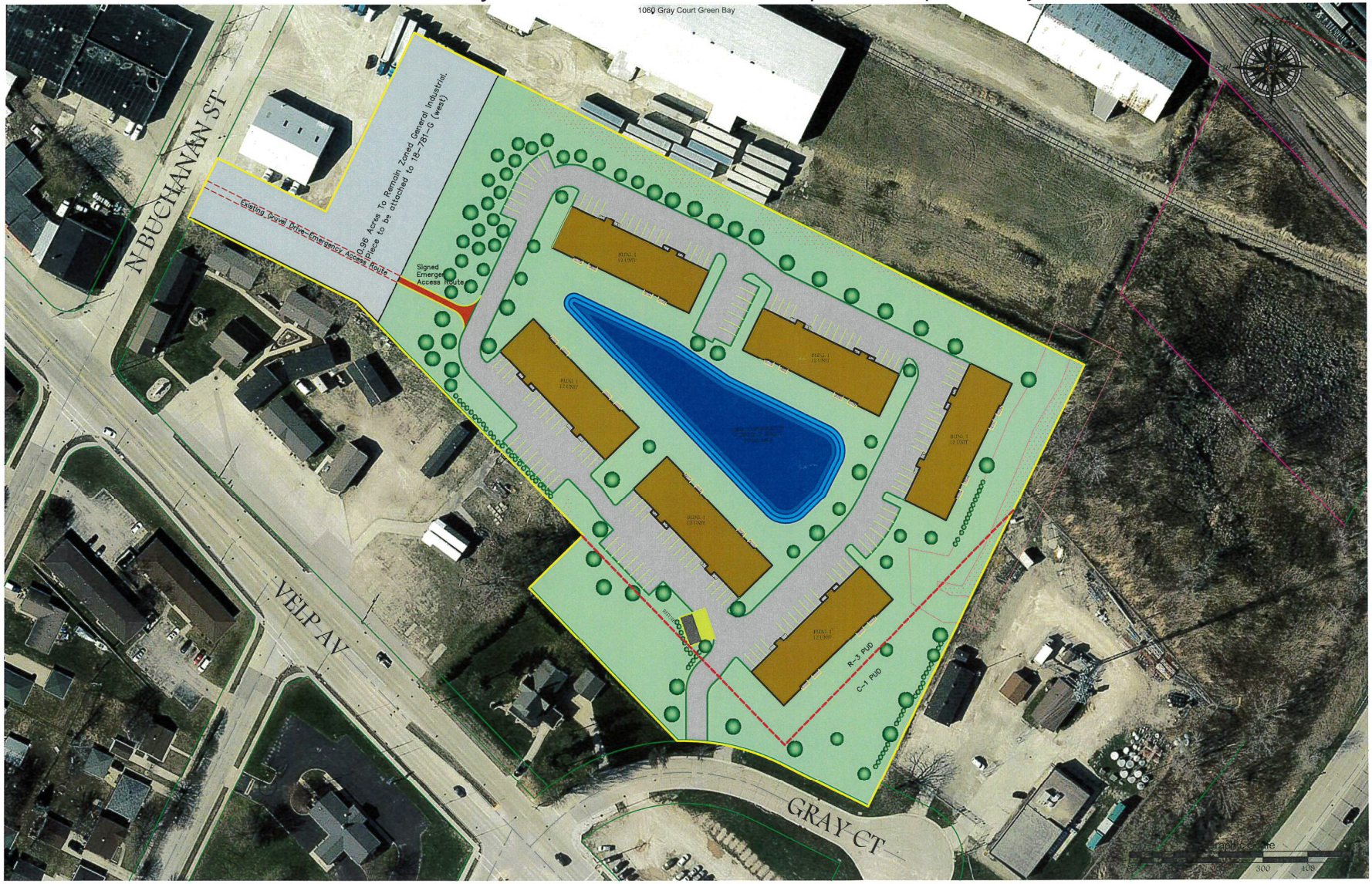
PROJECT NO. B-14217

SHEET NO. 1 of 1

DRAWING NO. X-844

EXHIBIT B

PUD Multi Family / Future Commercial Development Proposed Layout



SCALE
1"=100'

DRAWN BY
JEL

TAX PARCEL NO. 18-781

Conceptual Layout

Multiple Family Development - Area B

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

Bigelow

PROJECT NO.
B-14217

SHEET NO.
1 of 1

DRAWING NO.
S-2984

GENERAL ORDINANCE NO. 16 -18

AN ORDINANCE
AMENDING SECTION 8.11(4)(a),
GREEN BAY MUNICIPAL CODE,
RELATING TO UNMANAGED PLANT GROWTH

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

SECTION 1. Section 8.11(4)(a), Green Bay Municipal Code, is hereby amended to read:

(4) UNMANAGED PLANT GROWTH

(a) A person owning, occupying, or controlling any ~~**residential lot or property adjacent to or adjoining a residential lot**~~ **land** shall cut and remove any unmanaged plant growth on the land.

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

SECTION 3. Effective date. 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

7/17/18

GENERAL ORDINANCE NO. 19-18

AN ORDINANCE
CREATING SECTION 4.18,
GREEN BAY MUNICIPAL CODE,
RELATING TO MUNICIPAL VEHICLE REGISTRATION FEE

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

SECTION 1. Section 4.18, Green Bay Municipal Code, is hereby created to read:

4.18 MUNICIPAL VEHICLE REGISTRATION FEE

(1) Authority. This section is adopted pursuant to the authority granted by Wisconsin Statutes §341.35, as amended from time to time.

(2) Purpose. The purpose of this ordinance is to provide the City of Green Bay a source of revenue to be used for transportation purposes as identified by Wisconsin Statutes §341.35, as amended from time to time. Such transportation purposes may include, but not be limited to, the following:

(a) Elimination of Special Assessments for pavement on residentially-zoned properties;
(b) Reduction by 50% of Special Assessments for pavement on properties not residentially-zoned;
(c) Alley resurfacing and reconstruction projects;
(d) Bridge maintenance;
(e) Maintenance programming, such as crack sealing and patching, intended to extend the life of existing pavements;
(f) Rail crossing repairs;
(g) Expansion of the asphalt resurfacing and street reconstruction programs.

(3) The allocation of proceeds generated by the Municipal Vehicle Registration Fee to various program needs will be reviewed annually as part of the Capital Improvement Program.

(4) Imposition of Municipal Vehicle Registration Fee.

(a) Pursuant to Wisconsin Statutes §341.35, an annual flat Municipal Vehicle Registration Fee in the amount of twenty dollars ($20.00) is hereby imposed on all motor vehicles registered in the state of

Wisconsin that are registered within the City of Green Bay by the Wisconsin Department of Motor Vehicles.

(b) This fee shall be paid by the registration applicant at the time that a motor vehicle is first registered and at each time of registration renewal.

(c) The Municipal Vehicle Registration Fee shall be paid as provided by Wisconsin Statutes §341.35(5).

(d) The Municipal Vehicle Registration Fee shall be in addition to State registration fees.

(5) Administrative costs. The Wisconsin Department of Transportation shall retain a portion of monies collected equal to the actual administrative costs related to the collection of these fees. The method for computing the administrative costs will be reviewed annually by the Wisconsin Department of Transportation, as provided by Wisconsin Statutes §341.35.

(6) Exemptions. The following motor vehicles are exempt from the Municipal Vehicle Registration Fee established by this section:

(a) All vehicles exempted by Chapter 347 of the Wisconsin Statutes from payment of a state vehicle registration fee.

(b) All vehicles registered by the State of Wisconsin under Wisconsin Statutes §341.26 for a fee of five dollars ($5.00).

(c) A motor vehicle which is a replacement for a motor vehicle for which a current Municipal Vehicle Registration Fee has been paid.

(7) Deposit of fee revenues. All monies under the applicable statute and this chapter remitted to the City by the Wisconsin Department of Transportation or other applicable agency shall be deposited into a segregated fund, separate from the general fund and any other construction fund, and be used solely for the purposes defined herein.

(8) The City of Green Bay shall begin collection of the Municipal Vehicle Registration Fee beginning with registrations due on January 1, 2019.

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

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

KKJ

7/17/18

GENERAL ORDINANCE NO. 13-18

AN ORDINANCE
AMENDING SECTIONS 2.04, 2.05
GREEN BAY MUNICIPAL CODE,
RELATING TO PROTECTION AND POLICY COMMITTEE

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

SECTION 1. Section 2.04, Green Bay Municipal Code, is hereby amended to read:

2.04 **STANDING COMMITTEES; MATTERS REFERRED**. The following are standing committees of the Council, and each alderman shall be appointed to at least one committee ~~**other than the Advisory Committee**~~:

(3) PROTECTION AND ~~**WELFARE**~~ **POLICY**. Fire, police, safety, health, licenses, permits~~.~~**, policy and administrative issues**.

~~(**6) ADVISORY COMMITTEE. The Advisory Committee shall consist of the chairman of each standing committee of the Council referred to in this section, the President of the Council, who shall be the chairman, and the Vice President of the Council**.~~

SECTION 2. Section 2.05, Green Bay Municipal Code, is hereby amended to read:

2.05 **COMMITTEE MEETINGS, TIME OF**. ~~**No meeting of the Advisory Committee of the Council and n**~~**No** special meeting of a standing committee shall be validly constituted unless prior notice of the meeting has been given to the City Clerk in compliance with the State Open Meeting law.

(2) (Amd. GO 8-10) ~~**The Advisory Committee of the Council shall meet at the call of the Chairman or by a petition signed by three members of the Committee**~~. All ~~**other**~~ standing committees shall meet at the call of the Chairman of the committee or by a petition signed by a majority of members of the committee or by half of the committee plus the President or Vice President of the City Council. Petitions shall indicate the agenda item(s), time, and date for the special meeting. Notice of the meeting to be given to Council members not less than 72 hours before the meeting. ~~**Meetings of the Advisory Committee shall not be called at the same time as the regularly scheduled meetings of standing committees of the Council or regular or special Council meetings**.~~

SECTION 3. All ordinances or parts of ordinances, in conflict herewith are hereby repealed. All prior references to Protection and Welfare Committee within the Code are hereby amended to read “Protection and Policy Committee”.

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

KKJ

7/17/18

ZONING ORDINANCE NO. 12-18

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT
FOR THE PROPOSED RESIDENTIAL DEVELOPMENT
LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET
(ZP 18-21)

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

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

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

A. Permitted Uses. Two (2) two-unit semi-detached dwellings.

B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of buildable area.

C. Setbacks, Height and Impervious Coverage.

1. Buildings and paving are precluded within the following required setbacks:

a. Front Yard (North Van Buren Street): 3.5 feet

b. Corner Side Yard (Cherry Street): 11 feet.

c. Interior Side Yard: 5 feet (excluding common walls).

d. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.

2. Overall height of the proposed structures shall not exceed 35 feet.

3. The impervious coverage shall not exceed 65%.

E. Landscaping.

1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.

2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.

2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.

G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.

2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.

J. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.

K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.

L. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

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

SECTION 4. 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 5. 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

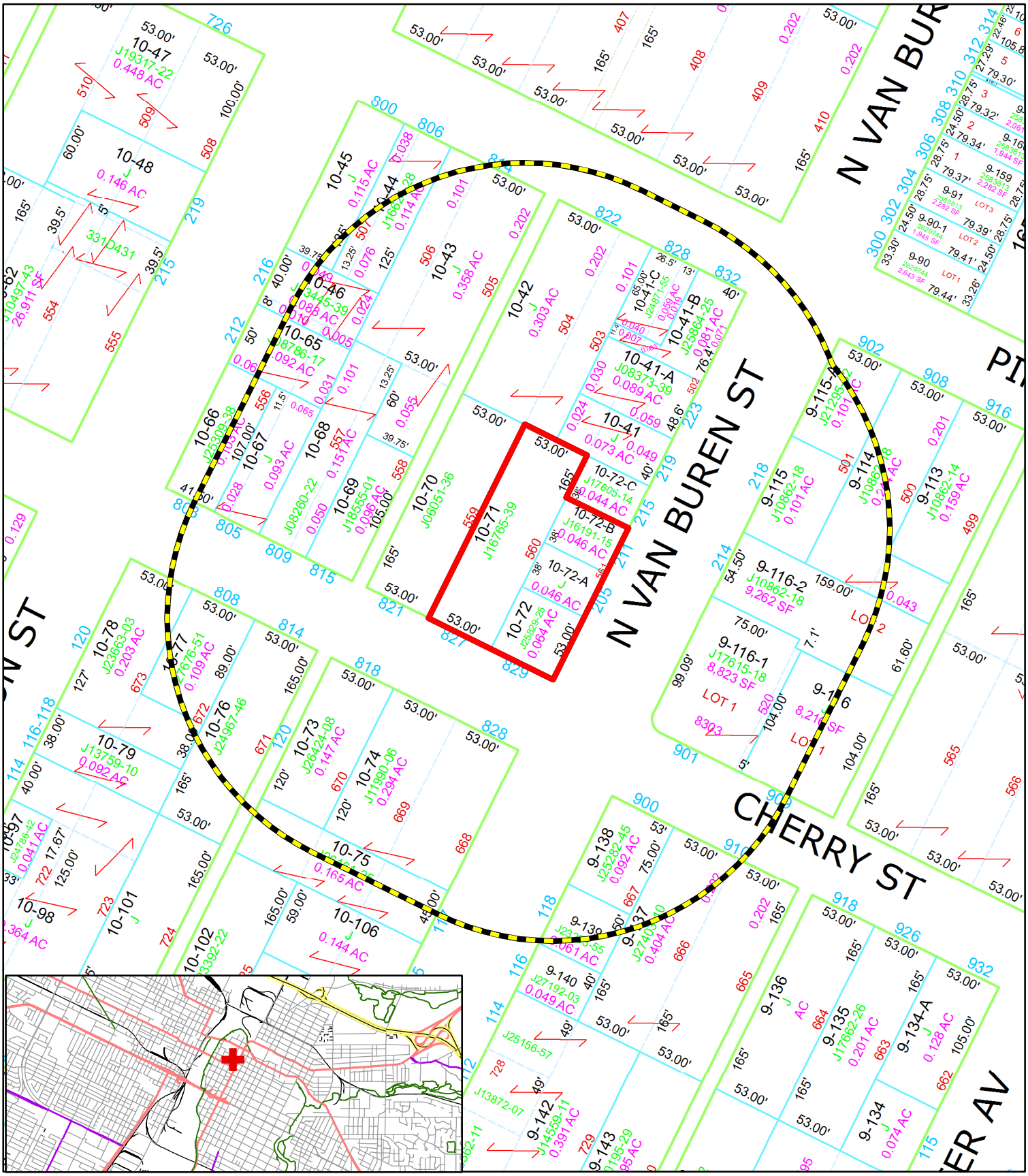
ATTEST:

_____
Clerk

PN

Attachment: Map

7/17/18



Subject Area

200' Property Owner Notice

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 PN

N

0 5,000 10,000 Feet

Zoning Petition (ZP 18-21)
Proposed Planned Unit Development (PUD) -
200 Block North Van Buren Street

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # L.1.

To approve Development Agreement 18-04 with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions.

The Council may convene in closed session 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes the demolition of existing structures, followed by the construction of four (4) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) sq. ft. in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood;and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars ($118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- $2,693.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $2,693.00 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
- $1,066.00 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 to be eight hundred and forty-six thousand dollars ($846,000.00) which is anticipated to yield approximately:

- $19,280.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $19,280.00 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
- $7,630.00 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. 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.

RECOMMENDATION

Approve Development Agreement 18-04 with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of nineteen thousand dollars ($19,000.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars ($31,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed eighty percent (80%) of the Available Tax Increment for the Property and shall be capped at the lesser of one hundred and fifty thousand dollars ($150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - WPTH - IV - 10-72 - 180816 - Development Agreement - Council

DEVELOPMENT AGREEMENT 18-04

WHITNEY PARK TOWNHOMES: PHASE IV

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 GB REAL ESTATE INVESTMENTS, 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	Assessed Value
10-71	827 Cherry St.	0.20	$0.00
10-72	829 Cherry St.	0.07	$0.00
10-72-A	205 N. Van Buren St.	0.05	$64,800.00
10-72-B	211 N. Van Buren St.	0.05	$53,400.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty seven hundredths (0.37) acres of land. A map of the Property is herein attached as EXHIBIT A; legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes the demolition of existing structures, followed by the construction of four (4) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars ($118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $2,693.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $2,693.00 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. $1,066.00 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 to be eight hundred and forty-six thousand dollars ($846,000.00) which is anticipated to yield approximately:

1. $19,280.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $19,280.00 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. $7,630.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

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 project remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; 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 eighteen thousand, two hundred dollars ($118,200.00).

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, 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 C 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; and

6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

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 Twenty 20 ("TID 20" or the "TID"), of the City of Green Bay, which will be established and will remain in good standing by the City of Green Bay, Wisconsin. The City will create TID 20 in 2018; TID 20 will terminate in 2045.

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 defined as the following:

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars ($19,900.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars ($31,000.00).

2. PAYGo Reimbursement. The City shall provide an additional 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) PAYGo 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.

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

   a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then

   b) "Private Improvements" specifically approved by the City or RDA; then

   c) Any other activity specifically approved by the City or RDA.

4. 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 one hundred and fifty thousand dollars ($150,000.00) 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 the termination date of the TID 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 November 30, 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 the Term Sheet.

B. Construction Documents. Prior to November 30, 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 November 30, 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 hundred thousand ($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.

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.

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than November 30, 2018, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. By no later than November 30, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Acquisition of Property. By no later than November 30, 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. Promptly after the Property has been acquired by Developer, 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 May 31, 2019. Construction shall be completed no later than November 30, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

M. 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. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

N. Approval of Construction Documents. Before the commencement of construction, Developer shall obtain the approval of the City and RDA to the architect contract and general contract for the Project.

O. Reports and Information. Upon demand, the Developer shall provide any documentation, information, and reports requested relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property. In addition, after the commencement of construction, Developer shall periodically provide to the RDA information on the Project, including marketing and leasing progress relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

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

Q. 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.

R. Transfer or Sale of Project Property.

1. 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. 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.

S. 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.

T. Traffic Impact Analysis. Developer shall not be required to conduct a traffic impact analysis regarding the Project.

U. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (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; 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.

V. 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. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

W. General Indemnity.

1. 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.

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 ten (10) 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 sixty (60) 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 only continue for a period of no longer than twelve (12) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2030.

C. Survival of Certain Provisions. Sections III.D, IV.E, IV.I, IV.K, IV.R.2, IV.S, IV.U.2, IV.W, 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:	GB REAL ESTATE INVESTMENTS, LLC Attention: Garritt R. Bader 300 N. Van Buren Street Green Bay, Wisconsin 54301

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 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:
GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, 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 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

827 Cherry Street: Tax Parcel Number 10-71

Lot Five Hundred Sixty (560), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

829 Cherry Street: Tax Parcel Number 10-72

The South 53 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

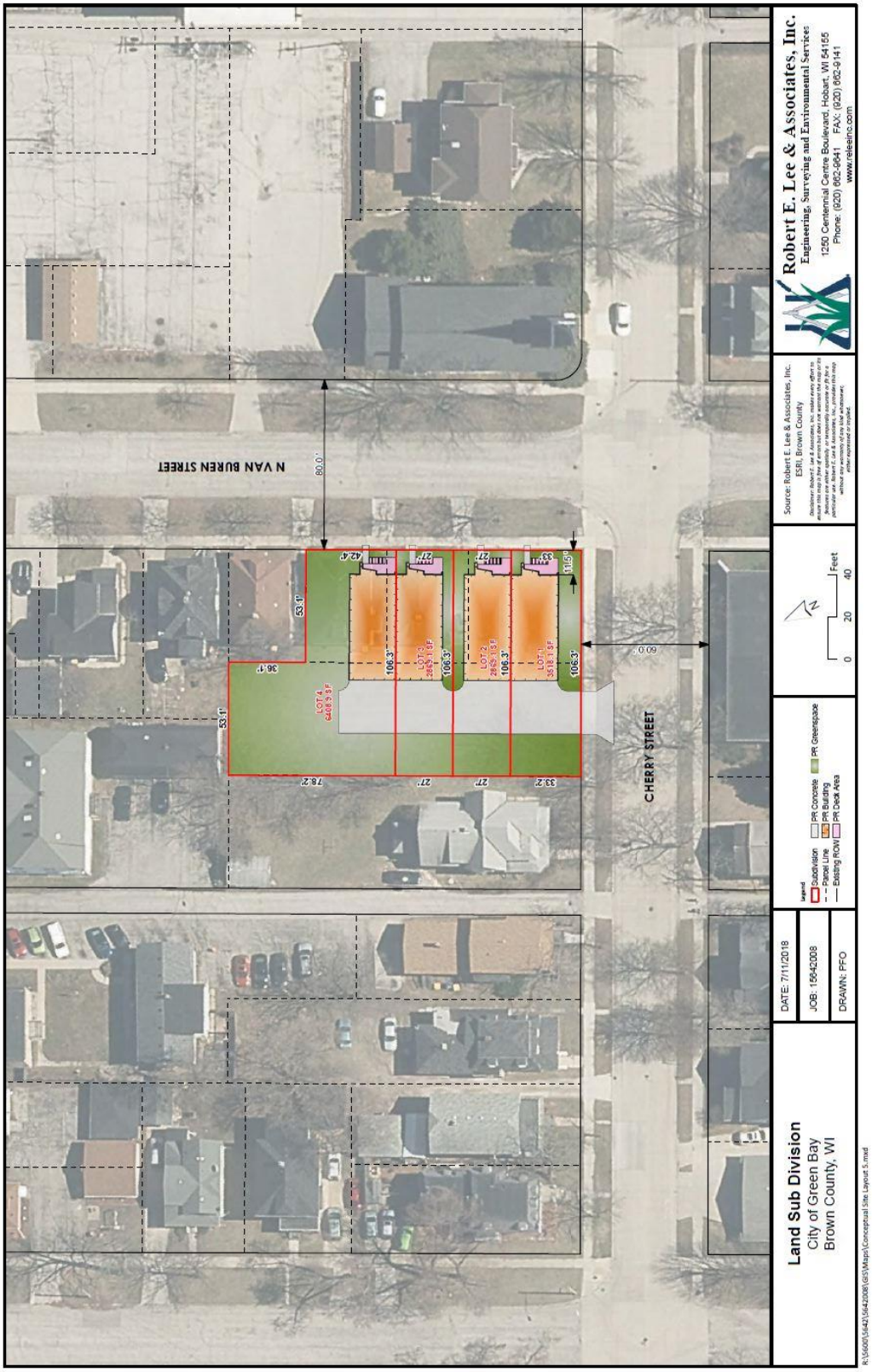
205 N. Van Buren Street: Tax Parcel Number 10-72-A

The Northerly 38 feet of the Southerly 91 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

211 N. Van Buren Street: Tax Parcel Number 10-72-B

The Northerly 38 feet of the Southerly 129 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

EXHIBIT C
Preliminary Concept Plan



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # L.2.

To approve Development Agreement 18-05 with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions.

The Council may convene in closed session 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) sq. ft. of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- includes high-performance design elements, mechanical systems, and interior finishes;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood; and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, the Property has an aggregate assessed value of zero dollars ($0.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- $0.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $0.00 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
- $0.00 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 to be two million, three hundred thousand dollars ($2,300,000.00), which is anticipated to yield approximately:

- $52,417.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $52,417.00 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
- $20,746.00 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. 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.

RECOMMENDATION

Approve Development Agreement 18-05 with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars ($93,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed the Available Tax Increment for the first four (4) years, and then eighty percent (80%) of the Available Tax Increment for the Property, and shall be capped at the lesser of five hundred and forty thousand dollars ($540,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - Main 901 - 9-48 - 180816 - Development Agreement - Council

DEVELOPMENT AGREEMENT 18-05

901 MAIN

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 GB REAL ESTATE INVESTMENTS, 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	Assessed Value
9-48	901 Main St.	0.19	$0.00
9-47	907 Main St.	0.10	$0.00
9-46	913 Main St.	0.10	$0.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty-nine hundredths (0.39) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) square feet of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

D. As of January 1, 2018, the Property has an aggregate assessed value of $0.00, which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $0.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $0.00 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. $0.00 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 to be two million, three hundred thousand dollars ($2,300,000.00), which is anticipated to yield approximately:

1. $52,417.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $52,417.00 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. $20,746.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

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 project remediates environmental contamination from the parcel; enhances the physical landscape; includes high-performance design elements, mechanical systems, and interior finishes; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; 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 zero dollars ($0.00).

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, 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 C 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; and

6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

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 Twenty 20 ("TID 20" or the "TID"), of the City of Green Bay, which will be established and will remain in good standing by the City of Green Bay, Wisconsin. The City will create TID 20 in 2018; TID 20 will terminate in 2045.

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 defined as the following:

1. Environmental Remediation. The City and RDA have conducted Phase I and Phase II Environmental Site Assessments (herein "ESA's") and obtained geotechnical reports on the Property at their sole cost. Pursuant to a Planning Option Agreement dated August 25, 2017, and extended by an Amendment to such Planning Option Agreement dated February 28, 2018, the City agrees to bear the costs of the ESA's. The City and RDA shall enter into an agreement for engineering services for the soil removal oversight and closure required by the ESA's, herein attached as EXHIBIT D, for which all expenses identified in such agreement shall be paid by Developer and reimbursed as Qualified Expenses pursuant to this Agreement. The City shall not be responsible for any costs of remediation other than those identified in the ESA's.

2. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars ($93,000.00).

3. PAYGo Reimbursement. The City shall provide an additional 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 except the cost of the ESA's set forth in Section III. B. I. above, 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) PAYGo 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.

4. Qualified Expenditures. The PAYGo TIF Incentive shall only fund:

a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then

b) "Private Improvements" specifically approved by the City or RDA; then

c) Any other activity specifically approved by the City or RDA.

5. 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 for the first four (4) years of PAYGo reimbursement payments shall not exceed the Available Tax Increment for the Property; the TIF Incentive in any year thereafter 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 PAYGo TIF Incentive in excess of the lesser of five hundred and forty thousand dollars ($540,000.00) 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 the termination date of the TID 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 November 30, 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 the Term Sheet.

B. Construction Documents. Prior to November 30, 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 November 30, 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 dollars ($2,000,000.00) 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.

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.

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than November 30, 2018, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. By no later than November 30, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Acquisition of Property. By no later than November 30, 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. Promptly after the Property has been acquired by Developer, 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 February 28, 2019. Construction shall be completed no later than November 30, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

M. 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. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

N. Approval of Construction Documents. Before the commencement of construction, Developer shall obtain the approval of the City and RDA to the architect contract and general contract for the Project.

O. Reports and Information. Upon demand, the Developer shall provide any documentation, information, and reports requested relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property. In addition, after the commencement of construction, Developer shall periodically provide to the RDA information on the Project, including marketing and leasing progress relating to the Project, and any other material matters pertaining to the interests of the City and/or the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

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

Q. 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.

R. Transfer or Sale of Project Property.

1. 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. 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.

S. 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.

T. Traffic Impact Analysis. Developer shall not be required to conduct a traffic impact analysis regarding the Project.

U. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (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; 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.

V. 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. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

W. General Indemnity.

1. 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.

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 ten (10) 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 sixty (60) 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 only continue for a period of no longer than fifteen (15) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2033.

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:	GB REAL ESTATE INVESTMENTS, LLC Attention: Garritt R. Bader 300 N. Van Buren Street Green Bay, Wisconsin 54301

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 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:
GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, 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 GB REAL ESTATE INVESTMENTS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, 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 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GB REAL ESTATE INVESTMENTS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

901 Main Street: Tax Parcel Number 9-48

The South Ninety (90) feet of Lot Two Hundred Sixteen (216), Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin and the Easterly ½ of vacated Van Buren Street lying Westerly of and adjacent to said parcel.

907 Main Street: Tax Parcel Number 9-47

The Westerly one-half (1/2) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

913 Main Street: Tax Parcel Number 9-46

The Easterly one-half (1/2) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

EXHIBIT C
Preliminary Concept Plan

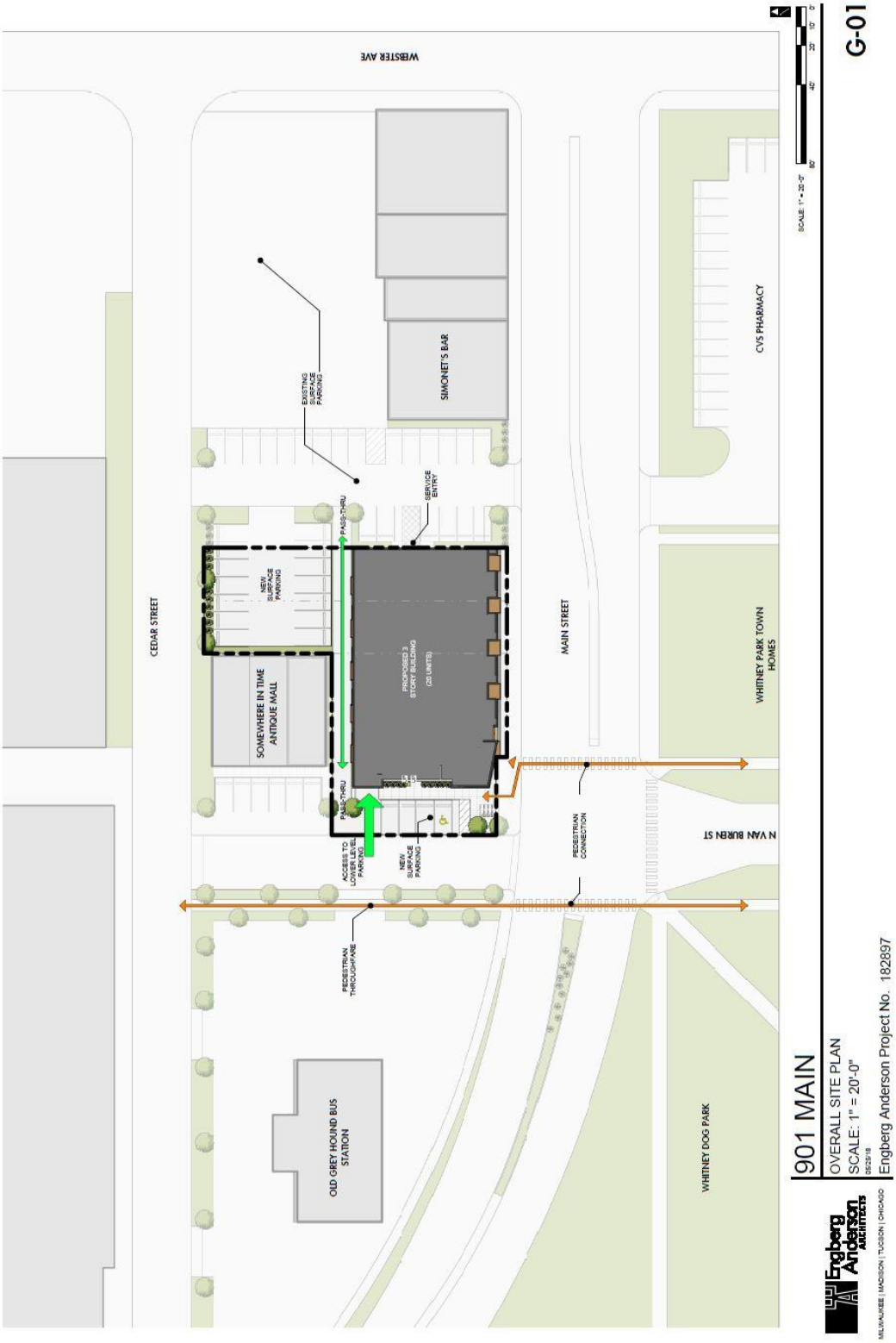


EXHIBIT D
Agreement for Engineering Services

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # L.3.

To recommend Common Council consent to request by Hometown Bank to release its interest in Historic Tax Credits per the Continuing Guaranty (Limited) RailYard: North at 420 N. Broadway and 520 N. Broadway (Tax Parcels 5-1756 and 5-1757).

The Council may convene in closed session 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

See Attachments.

RECOMMENDATION

Recommend Common Council consent to request by Hometown Bank to release its interest in Historic Tax Credits per the Continuing Guaranty (Limited) RailYard: North at 420 N. Broadway and 520 N. Broadway (Tax Parcels 5-1756 and 5-1757).

FISCAL IMPACT

None. No general levy dollars are impacted by this project.

ATTACHMENTS

1. 8 - RailYard - 5-1756 - 180802 - Hometown Bank Letter to City
2. 8 - RailYard - 5-1756 - 171201 - Continuing Guaranty (Limited) - Executed

RECEIVED
AUG 06 2018

ULLENBERG
LAW OFFICES SC

101 CAMELOT DRIVE, SUITE 2B
FOND DU LAC, WISCONSIN 54935

TELEPHONE: **920.924.9878**
FACSIMILE: 920.924.9895
WEB: ULLENBERGLAW.COM

REFER TO FILE:
06005-KT74

August 2, 2018

VIA CERTIFIED MAIL TO:

City of Green Bay
Attn: City Clerk
100 N. Jefferson St.
Green Bay, WI 54301

VIA CERTIFIED MAIL AND
E-MAIL TO:

Mr. Kevin J. Vonck, Ph.D
Development Director
City of Green Bay
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301-5026

VIA E-MAIL TO:

Atty. Vanessa R. Chavez
City Attorney
City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301-5026

RE: Continuing Guaranty (Limited) Rail Yard: North, Dated 12/1/17
DDL Holdings, LLC, 420/520 N. Broadway

Dear Clerk, Mr. Vonck and Atty. Chaves:

As you may know, the City guaranties the payment of certain sums due by DDL Holdings, LLC ("***DDL***") to Hometown Bank by virtue of the above referenced written guaranty.

DDL has indicated it is seeking additional construction financing through Associated Bank, and has agreed to pledge certain assets to Associated Bank.

As part of that financing, DDL has requested that Hometown Bank release and/or subordinate to Associated Bank any interest Hometown Bank has in the following collateral:

1. Historic tax credits authorized pursuant to that certain Historic Preservation Tax Credit Certification Between the Wisconsin Economic Development Corporation and DDL Holdings, LLC, Contract # HTCQR FY16-23206, a copy of which is attached hereto as ***Exhibit A***.

Hometown Bank is willing to subordinate its interest in the credits to Associated Bank. However, if the security interest must be released in order for DDL to obtain its intended financing, then Hometown is also willing to release the interest in the credits.

However, Hometown Bank is not willing to release and/or subordinate its interest in these credits unless the City, as guarantor, consents.

Section V.F. of the Guaranty provides:

> *"Any consents required to be obtained by Lender from the Guarantor under this Agreement, shall be submitted to the Development Director, or his/her successor. The Development Director shall be responsible for expeditiously obtaining consent binding upon the Guarantor. Consent is deemed given if Lender gives notice of request for consent to the foregoing person by means provided in Section V.F. above, and objection or denial of consent thereto is not received by Lender within twenty-one (21) calendar days after such notice is given."*

This letter constitutes Hometown Bank's formal request to the City to consent to Hometown Bank releasing and/or subordinating any security interest or other collateral lien or assignment it may have in the foregoing historic tax credits.

If the City objects to Hometown Bank releasing or subordinating its interest in the historic tax credits, please notify us **by August 25, 2018**. Otherwise, pursuant to the above section, it will be deemed the City consents to the release or subordination, and Hometown Bank, in reliance thereupon, will proceed accordingly to do so.

Thank you.

Sincerely,

ULLENBERG LAW OFFICES SC

Alexander L. Ullenberg

ALU/lks
Enc.
cc: HTB (c/o TB via e-mail)
DDL Holdings, LLC (c/o Paul Belschner via mail and e-mail)

HISTORIC PRESERVATION TAX CREDIT CERTIFICATION BETWEEN THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION AND DDL HOLDINGS, LLC

This Agreement, related to a qualified rehabilitation project, is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC") and DDL Holdings, LLC (the "Recipient").

WHEREAS, the Recipient has submitted the Application to WEDC for allocation of Historic Preservation Tax Credits for a Qualified Rehabilitated Building to the Recipient under Chapter 238 of the Wisconsin Statutes;

WHEREAS, Recipient's Application states the Recipient plans to invest $14,000,000 in Qualified Rehabilitation Expenditures to rehabilitate Recipient's facilities (formerly known as the Larsen Canning facilities) located at the Project Location;

WHEREAS, in reliance upon the Recipient's Application, WEDC has decided to certify that the Recipient is eligible for up to $2,800,000 in Historic Preservation Tax Credits for a Qualified Rehabilitated Building.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 21 of this Agreement.

(b) "Application" means the application and other materials submitted by the Recipient to WEDC relating to the allocation of Historic Preservation Tax Credits for a Qualified Rehabilitated Building.

(c) "Certification Date" means the effective date of the Historic Preservation Tax Credits for a Qualified Rehabilitated Building certification pursuant to this Agreement. For purposes of this Agreement, the Certification Date is January 27, 2016.

(d) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(e) "Estimated Completion Date" means December 31, 2017.

(f) "Historic Preservation Tax Credits for a Qualified Rehabilitated Building" means the tax credits under Wis. Stats. §§ 71.07(9m), 71.28(6), or 71.47(6) the Recipient is certified as eligible to receive under Chapter 238 of the Wisconsin Statutes.

EXHIBIT A

(g) "Project Location" means the Recipient's rehabilitation of the Qualified Rehabilitated Buildings located at 320, 328, 336 and 346 N. Broadway, Green Bay, Wisconsin (tax parcel nos. 5-1752, 5-1753, 5-1754 and 5-1755), and Qualified Rehabilitated Buildings located on any real estate contiguous thereto, whether owned now or in the future by Recipient, including, without limitation, tax parcel nos. 5-1756 and 5-1757.

(h) "Qualified Rehabilitated Building" means the building is not listed as a contributing building in the national or state register of historic places in Wisconsin and meets the requirements of section 47 (c)(1) of the Internal Revenue Code.

(i) "Qualified Rehabilitation Expenditures" means the actual cost of the qualified rehabilitation expenditures as defined in section 47 (c)(2) of the Internal Revenue Code.

(j) "Recipient" means DDL Holdings, LLC with its affiliates and subsidiaries.

(k) The "Project" means the activities, as described in Paragraph 3, for which WEDC is certifying the Recipient as eligible for receiving Historic Preservation Tax Credit for Qualified Rehabilitated Buildings.

(l) "WEDC" means the Wisconsin Economic Development Corporation, together with its lawful successors and assigns.

2. **Certification of Recipient for Historic Preservation Tax Credits for a Qualified Rehabilitated Building.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall certify the Recipient as eligible to receive up to $2,800,000 in Historic Preservation Tax Credits for a Qualified Rehabilitated Building under Chapter 238 of the Wisconsin Statutes.

3. **The Project.**

(a) **Project Description.**

DDL will renovate any and all former Larsen Canning buildings located at the Project Location to create retail space, office space, and space for a market and/or restaurant.

(b) **Estimated Qualified Rehabilitated Expenditures.**

USES	TOTAL
Rehabilitate buildings located at 320, 328, 336 and 346 North Broadway, Green Bay, Wisconsin (tax parcel nos. 5-1752, 5-1753, 5-1754 and 5-1755) and buildings located on real estate contiguous thereto	$14,000,000
TOTAL	**$14,000,000**

(c) **Recipient's Obligations.** In reliance on WEDC's commitment to certify the Recipient as eligible for the Historic Preservation Tax Credits for a Qualified Rehabilitated Building and subject to the terms outlined here and in Wisconsin law, the Recipient will design and carry out the work in accordance with the Recipient's Application and section 47 of the Internal Revenue Code.

(d) **Certification Claim Historic Preservation Tax Credits for a Qualified Rehabilitated Building.** To facilitate the Project, WEDC shall certify the Recipient as eligible to receive up to $2,800,000 in Historic Preservation Tax Credits for a Qualified Rehabilitated Building.

(i) The Historic Preservation Tax Credits for a Qualified Rehabilitated Building will be eligible to be claimed over a period of forty-seven (47) consecutive months commencing on the Certification Date, in the amount of twenty percent (20%) of the Recipient's Qualified Rehabilitated Expenditures.

(ii) The actual amount of Historic Preservation Tax Credits for a Qualified Rehabilitated Building the Recipient will be eligible to claim is dependent on the Recipient's actual Qualified Rehabilitated Expenditures to the Qualified Rehabilitated Building.

4. **Reporting.** The Recipient shall submit to WEDC by December 31, 2019 the performance report attached as Exhibit A.

5. **Eligibility, Duration, and Expiration.**

(a) **Eligibility.** The Historic Preservation Tax Credits for a Qualified Rehabilitated Building are non-refundable and may only be used to offset Wisconsin income or franchise taxes that are otherwise due by the Recipient. Partnerships, LLCs treated as partnerships and tax-option corporations cannot claim the credit, but the credit attributable to those entities' business operations passes through to the partners, members or shareholders.

(b) **Transferability.** Pursuant to Chapter 71 of the Wisconsin Statutes, the Historic Preservation Tax Credit may be transferable. Please contact the Wisconsin Department of Revenue to transfer the credit. This Agreement does not need to be amended to transfer the credit.

(c) **Duration.** The certification of Historic Preservation Tax Credits for a Qualified Rehabilitated Building under Chapter 238 of the Wisconsin Statutes may be claimed over forty-seven (47) consecutive months, commencing at 12:01 a.m. on the Certification Date and expiring at 11:59 p.m. on December 31, 2019, unless the designation expires, terminates or is otherwise revoked prior to that date.

(d) **Expiration.** Anything herein to the contrary notwithstanding, WEDC's allocation of Historic Preservation Tax Credits for a Qualified Rehabilitated Building under Chapter 238 of the Wisconsin Statutes shall expire the date that the Historic Preservation Tax Credits for a Qualified Rehabilitated Building received by the Recipient equals or exceeds the maximum amount set forth in Paragraph 3(d) above.

6. **Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(b) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

7. **Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than ninety (90) days. In the Event of Default, WEDC may terminate the Agreement and WEDC or the Wisconsin Department of Revenue (DOR) may recover from the Recipient:

(i) One Hundred percent (100%) of the tax credits verified by WEDC and claimed by the Recipient under this Agreement;
(ii) Penalties and fees owed to DOR, if applicable; and
(iii)All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) These amounts shall be paid to WEDC within thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to twelve percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC may, without further notice, revoke the Recipient's certification.

8. **Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is duly incorporated and validly existing under the laws of the state of its incorporation and is authorized to engage in business in the State of Wisconsin.

(b) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so authorized would not have a material and adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(c) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement.

(d) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance with Generally Accepted Accounting Principles where applicable, and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(e) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the Qualified Rehabilitation Expenditures as identified in this Agreement.

(f) The undersigned managing members of the Recipient are fully authorized to execute and deliver this Agreement on behalf of the Recipient.

9. Wisconsin Open Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Open Records Law, § 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including § 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Open Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

(i) Clearly mark the document as not subject to disclosure under the Open Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."

(ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Open Records Law.

(iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

10. Additional Requirements.

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to show the Project's compliance with this Agreement.

(b) **Inspection.**

(i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Project or documentation relating to the Project, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.

(c) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

11. **Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

12. **Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.**

13. **Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

14. **Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.**

15. **LIMITATION OF LIABILITY. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.**

16. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

17. **WEDC Not A Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

18. **Documents.** All documents required to be delivered contemporaneously with the execution and delivery of this Agreement is expressly made a part of this Agreement as though completely herein, and all references to this Agreement herein shall be deemed to refer to and include all such documents.

19. **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. **No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. **Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ 6/22/16
Mark R. Hogan
Secretary & CEO
Date

DDL HOLDINGS, LLC

By: _____ 6-15-16
Paul Belschner,
Managing Member
Date

By: _____ 6-15-16
Brent M. Weycker,
Managing Member
Date

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

DDL Holdings, LLC
300 N Broadway, Ste 2B
Green Bay, Wisconsin 54303
Attn: Paul Belschner

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Historic Preservation Tax Credit
Contract # HTC QR FY16-23206

EXHIBIT A

PERFORMANCE REPORT

PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:
reporting@wedc.org

PROJECT INFORMATION

CONTRACT #: HTC QR FY16-23206 AWARDEE: DDL Holdings, LLC PROJECT SITE: Green Bay, City of	REPORTING DESIGNEE: Paul Beischner Email: pbeischner@swar.com

PROJECT FUNDING	Planned	Actual -
TOTAL PROJECT BUDGET	$14,000,000	
Awardee Direct Expenditures	please enter → amounts	$
Other Privately Funded Expenditures (investors, financial institutions)		$
Other Publicly Funded Expenditures (state, federal, other public aid)		$
TOTAL PROJECT EXPENDITURES		$
WEDC Tax Credits Verified	$2,800,000	

SUMMARY OF PROGRESS

Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.

Percentage Completion of Project: __%

What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?

What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)

What actions are being taken within the next year to ensure contractual performance?

GENERAL CERTIFICATIONS

Position Openings were posted with the Wisconsin Department of Workforce Development, Job Service and/or Workforce Development Board.

☐ Yes ☐ No (if No, attach a description of your organization's hiring process)

Jobs have not been reduced at other locations in the State in order to increase jobs at this project site.

☐ Yes ☐ No (if No, attach an explanation)

SUPPORTING DOCUMENTATION

As required by your contract, please attach the following documentation to this report and indicate which are being submitted below:

☐ Financial Statements (Instructions): Interim Dated: __/__/__ Fiscal Year End Dated: __/__/

☑ Payroll Statements (instructions): Tax Year End: __/ /

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT

As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.

(SIGNATURE)

(PRINT NAME) (EMAIL ADDRESS)

WEDC Review

EMPLOYMENT IMPACT					
Number of Non-Vacant, Permanent, Full-Time (2,080 hrs/yr) Positions (no construction or independent contractor positions)	Before Project	Jobs Maintained	Jobs Created	Jobs Eliminated	Net Total Number of Jobs
At the Project Site					
At All Other Wisconsin Operations	1				
NET TOTALS	0				

SUPPORTING DOCUMENTATION

Please attach your organization's most recent UCT-101e report filed with the Wisconsin Department of Workforce Development.

CAPITAL INVESTMENT	Planned	Actual -
Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.	$	Enter Totals Below

Fixtures, Vehicles & Permanent Equipment	$

PERFORMANCE REPORT ADDENDUM
ECONOMIC DEVELOPMENT TAX CREDIT

PART I. GENERAL BUSINESS INFORMATION

Business Name and Address (Street, City, State, Zip)		Telephone Number: Fax Number:	
Project Location Address (Street, City, State, Zip)		FEIN	Tax Year End
Contact Person, Title	Address (Street, City, State, Zip)	Telephone Number: Fax Number: Email Address:	
Tax Preparer, Title	Address (Street, City, State, Zip)	Telephone Number: Fax Number: ***Email Address:***	

PART II. SUMMARY OF BUSINESS ACTIVITIES

Estimated WI income tax liability (if known at this time; otherwise provide prior year's tax liability): $ _____

▶ For tax-option (S) corporations, partnerships and LLCs, please provide current year net income (if known at this time; otherwise provide prior year's net income):

$ _____

PART III. JOB CREATION TAX CREDITS (where applicable)

Attach a copy of your company's Economic Development site payroll records for the fourth quarter of the previous fiscal year. Only Full-Time Positions will be counted for tax credit purposes. Each Full-Time Position must be identified individually by name and/or payroll code. Payroll information must include each Full-Time Employee's:

- Name and/or payroll code **(Do not include Social Security numbers)**
- Total hours for which each employee was compensated during the fourth quarter of the previous fiscal year
- Total pay during fourth quarter of the previous fiscal year
- Employment start date and termination date (where applicable)
- Indication of employee's status (Full-Time or Part-Time)
- State of Residency

PART IV. INVESTMENT TAX CREDITS (where applicable)

Attach an itemized list of Eligible Capital Investment expenses paid by the certified business at the project location(s) during the reporting period. The list must include a description of the Eligible Capital Investment, amount of the investment and date of the investment. Eligible Capital Investment expenses include: 1) the purchase price of depreciable, tangible personal property; and 2) the amount expended to acquire, construct, rehabilitate, remodel, or repair real property.

Total eligible capital investment in the reporting period: $ _____.

PART V. TRAINING TAX CREDITS (where applicable)

Complete Exhibit B of the Economic Development Tax Credit Agreement (Economic Development Training Report) for each training activity conducted in the previous fiscal year to upgrade or improve the job-related skills of any Full-Time Employees; to train any Full-Time Employees on the use of job-related new technologies; or to provide job-related training to any Full-Time Employee whose employment represents the employee's first full-time job.

Attach a list of all trainees, identifying each by name or payroll code **(Do not include Social Security numbers)** and invoices from training vendors.

PART VI. ACKNOWLEDGMENT AND PREPARER INFORMATION

Annual Project Report Preparer's Contact Information

Name: _____

Phone Number: _____

Email Address: _____

Included in_____s affidavit to the truth and accuracy of this report's content is the certification that the Economic Development tax credits claimed on all Wisconsin Department of Revenue Schedule ED forms were prepared and certified to accuracy by a certified public accountant in accordance with generally accepted accounting principles, consistently applied. Furthermore, Wisconsin Corrugated Pallets, Inc. attests that the project and capital investments, as described in Paragraph 3 of the Economic Development Tax Credit Agreement, were still in place at the Project Location at the end of the past fiscal year.

Upon completion of a review of your Annual Report, the Wisconsin Economic Development Corporation will issue you a Verification Form. It must be attached to your Wisconsin Income Tax Return. A certified firm can file for Wisconsin Economic Development Tax Credits using the Wisconsin Department of Revenue Schedule ED tax form.

RECEIVED
AUG 3 UA

CONTINUING GUARANTY (LIMITED)
RAIL YARD: NORTH

This Continuing Guaranty (Limited) ("Guaranty")

is made this 1st day of December, 2017,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City" and/or "Guarantor"),

HOMETOWN BANK, a Wisconsin-chartered commercial bank ("Lender"),

and DDL HOLDINGS, LLC a Wisconsin limited liability company ("Borrower").

RECITALS

The Guarantor acknowledges the following:

A. DDL HOLDINGS, LLC a Wisconsin limited liability company ("Borrower") has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to two million six hundred thousand dollars ($2,600,000.00) ("Loan").

B. The Borrower is requesting the Loan in order to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land.

C. The Loan will be evidenced by:

1. A Commercial Promissory Note in the original principal amount of two million six hundred thousand dollars ($2,600,000.00) made by Borrower in favor of Lender, dated December 1, 2017 ("Note"), secured by

2. A Commercial Real Estate Mortgage from Borrower to Lender concerning the Property, dated December 1, 2017 ("Mortgage"),

3. A Commercial Security Agreement from Borrower to Lender concerning business assets and fixtures located on the Property, dated December 1, 2017,

4. An Assignment of Leases and Rents executed by Borrower to Lender concerning the Property, dated December 1, 2017 ("Assignment").

The Note, the Mortgage, and the foregoing identified documents or instruments, all as amended, modified and supplemented from time to time, are referred to as the "Loan Documents".

D. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.

E. In order to induce Borrower to undertake a development project on the Property, in which Borrower remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and to induce Lender to extend credit to Borrower, the Guarantor has determined it will benefit from Lender extending the Loan to Borrower and, therefore, is willing to execute this Guaranty.

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

I. GUARANTY

A. Obligations. The Guarantor, subject to the limitations set forth herein, absolutely, irrevocably and unconditionally guarantees payment of and performance of, and promises to pay or cause to be paid to the Lender when due whether at the maturity date, or by acceleration or otherwise or, to the extent not prohibited by law, at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following ("Obligations"):

1. The repayment by the Borrower of the Loan as evidenced by the Note and any amendments, extensions, renewals, refinancings or modifications of, or substitutes or replacements for, the Loan or the Note;

2. The amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law with respect to the Note; and

3. The performance by Borrower of all of its obligations under the Loan Documents with respect to the Note.

B. Limitations. The amount of liability under this Guaranty is limited to the principal amount of two million five hundred thousand dollars ($2,500,000.00) plus up to a total of $100,000.00 of any accrued interest, late fees, and costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by Lender in enforcing any of the terms, covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations ("Costs of Collection"), and the foregoing principal amount of limited liability under this Guaranty shall be reduced by the principal paid on the Note, including due to net proceeds received by Lender from the sale of any portion of the Property.

C. Duration. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until the earlier of either (a) the expiration of ninety (90) days after the Guarantor gives written notice to Lender that the City intends to close City of Green Bay Tax Increment District No. Fourteen, and

Lender does not, within such period, require the City to purchase the Note, Mortgage and Assignment at their then balance due, or (b) all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full.

D. Application. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments, may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.

E. No Release. The Lender shall not release the Borrower from any Obligations or terminate any other guaranty prior to collecting from Guarantor under the Guaranty, or any portion thereof, provided however, that nothing shall prevent the Lender from releasing a guarantor upon acceptance of a substitute guarantor, or upon death, provided that there is no estate at the time of the release.

F. Guarantor Not Released. The Lender may, upon notice to the Guarantor, at any time and from time to time, without affecting the liability of the Guarantor hereunder:

1. Amend or consent to any amendment to any provision of any Loan Document, including without limitation, any change in the interest rate therein, any change in the time or manner of any payment required thereunder, or renew or extend the time of payment, except that Lender may not extend the time of payment without the consent of Guarantor;

2. Make or consent to any agreement for the extension, renewal, payment, compounding, compromise, discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof;

3. Substitute or add any one or more guarantors of the Obligations;

4. Accept additional security or collateral for the Obligations;

5. Fail to perfect its security interest in or realize upon any collateral given as security for the Obligations;

6. Fail to realize upon any of the Obligations;

7. Sell, assign or otherwise transfer all or part of its interests in the Obligations and in any collateral or security for the Obligations, whether through merger, consolidation, reorganization, dissolution, assignment, or similar transaction; and

8. Accept a deed in lieu of foreclosure or make a credit bid of any part or all of the amount of the unpaid Obligations at the sale of any collateral for the Obligations which results in transfer or sale of the collateral to Lender;.

Lender will not release any liens against all or part of the Property sold by Borrower without giving the Guarantor advanced notice thereof and Lender will apply the net proceeds thereof received against the balance due on the Loan Documents.

Credit may be granted or continued from time to time by the Lender to the Borrower without the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation, provided such grant or continuance of credit does not increase the remaining principle balance of this Guaranty.

Notwithstanding anything to the contrary in this Guaranty, Lender may, from time to time, enter into other transactions with Borrower, Guarantor, or other guarantors of the Obligations, that may result in such parties executing mortgages, security interests in or other documents which may or may not concern the Property or in executing additional unlimited continuing guaranties that by their terms may also guaranty payment of the Obligations associated with this Guaranty (all these documents being the "Additional Agreements"). The provisions of this guaranty do not affect Lender's rights, interest, and powers related to those Additional Agreements, provided however, that the priority of the Guarantor's rights hereunder are preserved. Lender is not required to notify or obtain permission or consent from Guarantor to enter into, modify, release, assign, or exercise any rights pursuant to these Additional Agreements.

G. Subordination. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, the Obligations, and any other indebtedness owed by Borrower to Lender hereafter created (collectively the "Lender's Priority Debt"). Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Lender's Priority Debt. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

II. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

A. Existence. Borrower shall have provided City certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Borrower's existence and good standing.

B. Financial Capacity. Borrower shall have provided City information concerning the Borrower's financial condition and any other matter pertinent hereto as the City may desire, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties

of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever.

C. Incumbency; Due Authorization. Borrower shall have provided a certificate of incumbency and resolutions of the company, demonstrating Borrower has been duly authorized to enter into Loan Documents and authorizing the person signing such Loan Documents to execute and deliver it to the City, and to bind Borrower to its terms.

D. No Violation or Default. Borrower shall not be in violation of any of its governing documents or other contracts subject to this Guaranty or of any other agreement between Borrower and the City.

E. No Funding Without Verification. Lender will not enter into the Loan Documents or fund the Loan until the Guarantor certifies in writing that all conditions precedent to this Guaranty have been met, and that it is binding upon the Guarantor.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. Guarantor will be responsible for independently determining the credit worthiness and risk of nonpayment of the Obligations by Borrower so long as this Guaranty is in effect; and will not rely upon any statements made by Lender. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor acknowledges and agrees that the Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of any Borrower or guarantor. Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence of any Additional Agreements, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor and Borrower hereby agree that the Lender may disclose any financial information or other data on the Guarantor and/or Borrower that is in the Lender's possession to any bank regulator, participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender.

B. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

1. The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.

2. This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower.

3. Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:

    a) Constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;

    b) Accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;

    c) Conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or

    d) Conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

C. The Guarantor waives, to the full extent permitted by law:

1. Any defense that may arise by reason of:

    a) The incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;

    b) The formation, interpretation, validity, and/or unenforceability, in whole or in part, of any or all of this Guaranty, the Loan Documents, Obligations, and/or Additional Agreements, res judicata, statute of frauds, antideficiency statute, laches, impairment of collateral, equitable estoppel, failure to mitigate damages, impracticability, usury, forgery and duress; or

    c) Any exercise by the Lender of any rights provided under, or any delay, action, inaction or neglect to enforce, assert or exercise any provisions of, this Guaranty, the Loan Documents, Obligations, and/or Additional Agreements;

    d) Any delay, action, inaction, or neglect by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

e) Any failure of Lender to resort to or recover from the collateral before exercising rights under this Guaranty against the Guarantor;

2. Notice of and consent to acceptance of this Guaranty and indulgences, the creation, extension or accrual of the Loan Documents, Obligations and any Additional Agreements, default under any obligations arising under any Additional Agreement, notice of acceleration or intent to accelerate any obligations arising under any Additional Agreement, proceedings to collect from any Borrower or anyone else, disposition of any collateral, assignment by Lender of the Guaranty, Loan Documents, Obligations and Additional Agreements; provided, however, that (a) Guarantor must be provided with notice of any modification, relaxation, extension, accrual of interest unpaid for more than 120 calendar days beyond its scheduled due date, default, any right to cure, and/or intent to accelerate any of the Obligations, and (b) Guarantor must consent to any Additional Agreements that alter the Guaranty and the disposition of any collateral referenced in the Loan Documents;

3. Any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower; nondisclosure of events, conditions or situations or Guarantor's rights of and to subrogation (until all Obligations are paid in full to Lender);

4. Any right to revoke or disavow this Guaranty;

5. All diligence of collection and presentment, demand, notice and protest; and

6. Any right to disclosure from Lender regarding the financial condition of any Borrower and any guarantor of the Obligations or the enforceability of the Obligations.

Guarantor hereby acknowledges that as part of Lender's consideration for entering into the Loan, Lender has specifically bargained for the waiver and relinquishment by Guarantor of all potential defenses set forth herein, and Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel. Given the above, Guarantor does hereby represent and confirm to Lender that Guarantor is fully informed regarding, and that the guarantor does thoroughly understand (i) the nature of all such possible defenses, and (ii) the circumstances under which such defense may arise, and (iii) the benefits which such defenses might confer upon Guarantor, and (iv) the legal consequences of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by Lender, and that Lender is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

D. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which Guarantor may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations

or against Borrower shall be enforced nor any payment accepted by Guarantor until the Obligations are paid in full to Lender.

E. Guarantor will provide information to Lender regarding Guarantor's financial condition with respect to this Guaranty upon receipt of a reasonable request, and, if the City declares the Borrower to be in default of the Development Agreement or Public Infrastructure Agreement (entered into between the City and Borrower concerning the Property), then when the City notifies Borrower of such default the City shall at the same time provide notice of such default to Lender

F. Recovery of Reclaimed Funds. Guarantor agrees that, to the extent that the Borrower makes a payment or payments to the Lender or the Lender receives any proceeds of collateral, which payment or payments or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Borrower, its estate, trustee, receiver, or any other party, including, without limitation, any guarantor, under any bankruptcy law, state or federal law, common law, judgment, decree, or order of any court or administrative body having jurisdiction over the Lender or any of its property, or equitable cause, or any settlement or compromise of any such repayment claim effected by the Lender with the claimant (including the Borrower), then to the extent of such payment or repayment, the Obligations or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the time immediately preceding such initial payment, reduction or satisfaction, and the Guarantor shall remain liable to the Lender for the amount so repaid to the same extent as if such amount had never originally been received by the Lender, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Obligations; provided that if collateral was released for such payment and such or comparable collateral is not returned to Lender as part of the repayment, then Guarantor shall not be responsible for the portion of the repaid payment that exceeds the value of collateral returned.

G. Subordination of Development and Public Infrastructure Agreements. The Development Agreement and Public Infrastructure Agreement (entered into between the City and Borrower concerning the Property), and all terms, provisions, and conditions thereof, are and shall be subject and subordinate at all times and in all manners to the lien of the Mortgage.

IV. DEFAULT

A. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty.

B. An Event of Default shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor provided the Borrower and any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full.

C. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations.

D. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender, or bringing action against anyone, or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise.

E. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.

F. Upon enforcement of this Guaranty, and Guarantor's performance of its obligations set forth in this Guaranty, the parties hereto agree that Guarantor shall have the option to require the Lender to assign the Note, Mortgage and Assignment to Guarantor and Guarantor shall have the right to enforce the remedies thereunder against Borrower up to the amount Guarantor paid Lender under this Guaranty, plus any costs of collection incurred by Guarantor in enforcing such remedies.

Lender and Borrower hereby acknowledge that as part of Guarantor's consideration for entering into this Guaranty, Guarantor has specifically bargained for the option to require Lender to assign the Note, Mortgage and Assignment to Guarantor upon enforcement of this Guaranty and Guarantor's performance of its obligations set forth herein, and Lender and Borrower have had the opportunity to seek and receive legal advice from skilled legal counsel. Lender and Borrower acknowledge that such option shall be fully enforceable by Guarantor against each, and that Guarantor is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. Borrower agrees the Property or any portion thereof shall not 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 Facility shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Lender is not responsible for Borrower's failure to abide by any provision in this Section V.A., and no violation thereof shall invalidate the Guarantor's obligations to Lender under this Guaranty so long as Lender timely notifies Guarantor if it learns of any violations of this Section V.A. by Lender. Lender's failure to notify Guarantor shall not be a defense to Guarantor's payment under this Guaranty, nor entitle Guarantor to any relief, credit or payment from Lender.

B. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Guaranty, and Lender or Borrower shall not seek or claim any such personal liability.

C. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Guaranty, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Guaranty. No official or employee of the City shall be personally liable to Lender or Borrower or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Lender or Borrower or its successors under this Guaranty.

D. 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 Guaranty 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, discovery of historical artifacts, 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.

E. Parties and Survival of Guaranty. Except as otherwise expressly provided herein, this Guaranty 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 Guaranty shall remain operative and in full force and effect until fulfilled and shall survive the closing.

F. Notices. All notices, demands, certificates or other communications under this Guaranty 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 the Lender:	Hometown Bank Attention: Tim Beno 80 Sheboygan St. Fond du Lac, WI 54935

With a copy to:

Atty. Alexander L. Ullenberg
Ullenberg Law Offices SC
101 Camelot Dr., Ste. 2b
Fond du Lac, WI 54935

To the Borrower: DDL Holdings, LLC
Attention: Paul Belschner
340 N. Broadway St.
Green Bay, WI 54303

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

Any consents required to be obtained by Lender from the Guarantor under this Agreement, shall be submitted to the Development Director, or his/her successor. The Development Director shall be responsible for expeditiously obtaining consent binding upon the Guarantor. Consent is deemed given if Lender gives notice of request for consent to the foregoing person by means provided in Section V.F above, and objection or denial of consent thereto is not received by Lender within twenty-one (21) calendar days after such notice is given.

G. Governing Law. The laws of the State of Wisconsin shall govern this Guaranty.

H. Execution in Counterparts. This Guaranty may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

I. Severability. If any provision of this Guaranty 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.

J. Recording of Guaranty. The City may record this Guaranty or a Memorandum of this Guaranty with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Borrower shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

K. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Guaranty shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

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

M. Binding Effect. This Guaranty and all provisions thereof are binding upon and inure to the benefit of the Guarantor and Lender, and their respective legal successors. The Guaranty shall continue in full force and effect notwithstanding any change in structure or status of the Guarantor, Borrower or Lender, whether by merger, consolidation, reorganization, dissolution or otherwise, or assignment of this Guaranty to a successor or assignee of Lender.

N. Construction; Definitions. Terms defined in this Guaranty apply in both singular and plural forms. The term "and/or" means that either or all of the things mentioned may be affected or involved. Unless otherwise specified, days are measured by calendar days. Paragraph titles are for convenience of reference only.

O. Final Agreement. This Guaranty is intended by Guarantor and Lender as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of it; and it may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of Guarantor and Lender, said parties stipulation no such oral agreements exist. This Guaranty may not supplemented or modified except in writing signed by Guarantor and Lender.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Guaranty as of the day and year first written above.

GUARANTOR:
CITY OF GREEN BAY, WISCONSIN

By: _____
James J. Schmitt, Mayor

Attest: _____
Kris A. Teske, Clerk

Signature page
THE CITY OF GREEN BAY, HOMETOWN BANK, and DDL HOLDINGS, LLC

LENDER:
HOMETOWN BANK

By: _____
Timothy J. Beno, Exec. Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Timothy J. Beno, an authorized representative of HOMETOWN BANK, to me known to be the person who executed the foregoing instrument and acknowledged the same.

RENEE RADDATZ-DAY
NOTARY PUBLIC
STATE OF WISCONSIN

Renee Raddatz-Day
* Renee Raddatz-Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

Signature page
THE CITY OF GREEN BAY, HOMETOWN BANK, and DDL HOLDINGS, LLC

BORROWER:
DDL HOLDINGS, LLC

By: _____
Paul B. Belschner, Managing Member

By: _____
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Paul B. Belschner and Brent M. Weycker, the managing members of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Renee Raddatz-Day
* Renee Raddatz-Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

RENEE RADDATZ-DAY NOTARY PUBLIC STATE OF WISCONSIN

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.1.

To refer to staff to study request by Ald. Galvin for Department of Public Works to develop and implement a five year plan to inspect sidewalks and repair or replace them to code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.2.

To receive and place on file the request by Ald. Lefebvre for partial reimbursement (or temporary waiver of wheel tax) for residential properties that paid road improvement assessments in the past three years.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.3.

To receive and place on file the request by Ald. Lefebvre on behalf of a resident at 1855 Eastman Avenue for a review of the overnight parking ordinance related to multi-family residential property.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.4.

To approve the request by Ald. Scannell to install monument in public right-of-way on the north side of Main Street at the Fox River Trail.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.5.

To approve the request by the Department of Public Works to replace sewer combination truck 95 as amended, the Utility must replace the funds borrowed from the replacement fund for this purchase.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Sewer Combination Truck #95 Replacement Plan

City of Green Bay
DPW - Operations

Memo

To: Matt Heckenlaible
Utility Manager

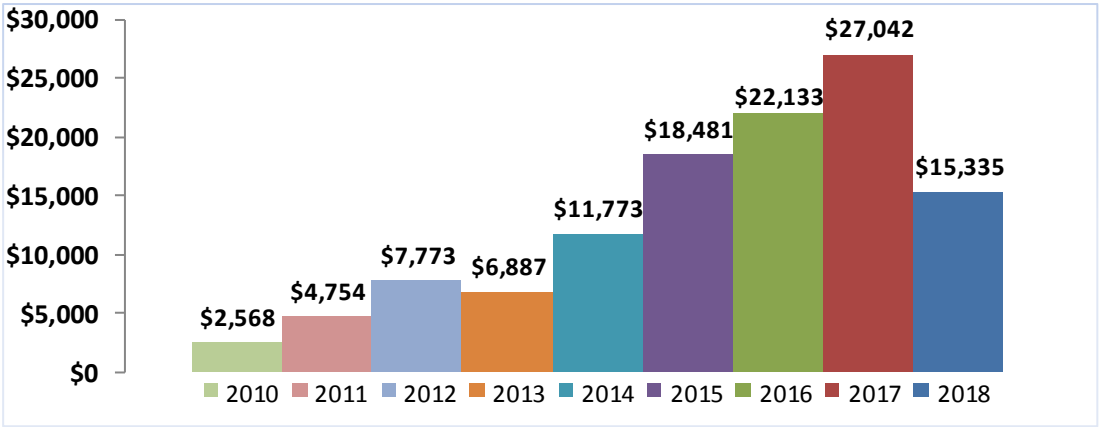
From: Nathan Wachtendonk
Fleet Manager

Date: July 11, 2018

Re: **Replacement Truck 95**

Combination Jet/Vac trucks are an important piece of equipment is used to clean and maintain the City's sanitary and storm sewer lines. Due to the extreme duty cycle, the body, pumps, blowers, hopper and hydraulics wear out quicker and have a shorter lifespan than other pieces of equipment resulting in higher than normal maintenance costs, longer downtime and a lower resale value.

Current combination truck, 95 a 2010 International 7500 chassis with a Vactor 2100 Jet/Vac body has put on in excess of 1,100 hours per year and has accumulated in excess of **$115,000** in maintenance costs. As the truck is aging the maintenance costs and downtime continue to rise, more so in the 6th and 7th year of ownership with the current 8th year of owner ship, trending in the same direction.



With the core functions of this truck jetting and sucking out abrasive debris, the hopper floor, blower housing and suction pipes are wearing thin requiring multiple patches and repairs resulting in down time along with the hydraulic system needing rebuilding on pumps and cylinders. Within the next year, the debris hopper will need to be replaced along with associated piping. The cost for these repairs will exceed $35,000 and 2-3 weeks of downtime.

The chassis engine, Maxxforce10 manufactured by International which is responsible for not only chassis power but also supplies necessary power to the operating systems required to run the blower, hydraulics and water pumping system has been known to have reliability issues which this truck has experienced and resulted in high repair costs and unexpected downtime. The reliability issues are well known by International which include the exhaust after treatment, fuel injection system, electronics and internal engine components therefore International stopped the sale and production of this make and model of engine resulting in parts not being readily available and when they are located, the cost is higher than other engine manufactures.

With the above needed repairs, known engine reliability problems along with the usage (age/hours/miles), truck 95 has reached is maximum service life and I am recommending the replacement.

The City recently placed an order for Combination Jet/Vac truck at the beginning of 2018. I contacted the successful vendor, Bruce Municipal asking if the City was to purchase an additional truck in 2018 if the manufacture for the chassis and body would be willing to forgo the recent price increase that took place on July 1st and honor the purchase price of **$428,269**. I received confirmation that the recent purchase price will be honored by Bruce Municipal. Additionally, the estimated value of truck 95 in the current condition is **$100,000** dollars, which will bring the estimated purchase price down to **$328,269**.

The upcoming steel tariffs and model year increases on both the chassis and jet/vac body is estimated to be between 15%-20% which has the potential to increase the purchase price of the truck by an estimated dollar amount between **$65,000-$85,000**.

Additionally, the Purchasing Department approved to allow the purchase of this truck to be piggybacked off the recent Jet/Vac truck purchase which allows the City to save money by not having to pay the minor recent price increase which took place on July 1st and the major upcoming price increase due to the steel tariff's and model year changes.

Based on the above pricing information and the cost savings of being able to piggyback off the recent truck purchase along with the needed repairs and value of truck 95, I believe it is in the City's best interest to purchase the replacement of truck 95 in 2018.

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.6.

To approve the request by the Department of Public Works to have approval to award contracts associated with the construction of the Big Wheel ride at the Bay Beach Amusement Park, including site work and foundation construction, and to report out any contracts awarded at the next regularly scheduled meeting of the Improvement and Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # M.7.

To receive and place on file the report of actions taken by Department of Public Works

A. Award of contracts - None

B. Granting of Licenses

1. Concrete Sidewalk Builders
   a. Complete Flatwork Specialists LLC
   b. Malcore Concrete Inc.

2. Underground Sprinkler System by RainMaster Irrigation Inc.

C. Real estate acquisition for Webster Avenue

1. Agreement for Purchase (Parcel Number, Address, Owner Name, Amount)

   13, 1002 Harvey Street, Beverly Moeser, $108,000
   14,1001-05 Day Street, Brown County, $8,457.31

2. Relocation Payments (Parcel Number, Address, Owner Name, Amount)

   7a, 1108 N. Webster Avenue, Anthony Shea, $569
   22a, 1005 Berner Street, Regina Donaldson, $89,376
   24a, 1008 Vanderbraak Street, Don Lecher, $360
   24a, 1008 Vanderbraak Street, Don Lecher, $500

3. Administrative Revision (Parcel Number, Address, Owner Name, Amount)

   16, 918 N. Webster Avenue, William L. Moehring, $37,000
   17, 1024 N. Webster Avenue, Debra L. Mlezvia, $85,000
   20, 1002 Reber Street, Crooked Wood Corp., $86,000

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.1.

To approve a request by Turn it Up! Tap, 1689 E. Mason St., to temporarily extend their licensed premise to hold an outdoor event in their parking lot on Aug 24, Sept 22, and Sept 29, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. turnituptaprequest

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.2.

To approve a request by Richard Craniums, 840 S. Broadway, to temporarily extend their licensed premise to hold an outdoor event prior to each of the 2018 Packer home games, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. richardcraniumoutdoor

RECEIVED
AUG 1 2018

GREEN BAY PACKERS

247SPORTS

2018 SCHEDULE

WEEK 1	SEPT. 9	VS. BEARS	✓ SUNDAY ~~THURSDAY~~,	12P-7P
WEEK 2	SEPT. 16	VS. VIKINGS	✓ SUNDAY	8A-11:30A
WEEK 3	SEPT. 23	@ REDSKINS		
WEEK 4	SEPT. 30	VS. BILLS	✓ SUNDAY	8A-11:30A
WEEK 5	OCT. 7	@ LIONS		
WEEK 6	OCT. 15	VS. 49ERS	✓ MONDAY	3p-7p
WEEK 7		BYE		
WEEK 8	OCT. 28	@ RAMS		
WEEK 9	NOV. 4	@ PATRIOTS		
WEEK 10	NOV. 11	VS. DOLPHINS	✓ SUNDAY	8A-11:30A
WEEK 11	NOV. 15	@ SEAHAWKS		
WEEK 12	NOV. 25	@ VIKINGS		
WEEK 13	DEC. 2	VS. CARDINALS	✓ SUNDAY	8A-11:30A
WEEK 14	DEC. 9	VS. FALCONS	✓ SUNDAY	8A-11:30A
WEEK 15	DEC. 16	@ BEARS		
WEEK 16	DEC. 23	@JETS		
WEEK 17	DEC. 30	VS. LIONS	✓ SUNDAY	8A-11:30A

subject to flex time

8.1.18

TO WHOM IT MAY CONCERN:

I AM SEEKING OUTDOOR DRINKING (IN AN IMPERVIOUS, FENCED AREA) FOR PREGAME ACTIVITIES PRIOR TO PACKER GAMES THIS SEASON. TIMES ARE LISTED ABOVE. THANK YOU FOR YOUR CONSIDERATION.

DON MJELDE
OWNER

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.3.

To approve a request by Richard Craniums, 840 S. Broadway, to temporarily extend their licensed premise to hold an outdoor event on Aug 25 – Aug 26 from 12 pm to 10 pm., subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. richardcraniumsaug

8.13
8.21

8.1.18

TO WHOM IT MAY CONCERN:

I AM SEEKING OUTDOOR DRINKING (IN AN IMPERVIOUS FENCED AREA)
FOR AUGUST 25TH + 26TH, AT RICHARD CRANKUMS, 840 S BROADWAY, 12P-10P BOTH DAYS
RAISING MONEY FOR ST VINCENT'S NICU DEPARTMENT.

THANK YOU FOR YOUR CONSIDERATION.

DON MJELDE
OWNER

RECEIVED
AUG 1 2018

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.4.

To grant a "Class B" (wine only) license by Badger State Brewing Company LLC at 990 Tony Canadeo Dr. with a licensed premises description of building including production facility, tasting room & offices & patio event garden and beer garden adjacent to building, with the approval of the proper authorities and to waive requirements of ordinance regarding the outdoor patios (requires 2/3 vote).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. badgerstatebrewing
2. badgerstatebrewingpic

Good Evening,

The attached photos illustrate the openings in the fence. When open for business we utilize security staff to monitor these openings.

Both the beer garden and event garden entrance gates are shown.

Thank you,

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.5.

To grant an available "Class B" Combination license by The Tarlton Theatre, LLC at 405 W. Walnut St., with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. thetarltontheatre
2. MORATORIUM-FORTHOWARD

A CHARTER ORDINANCE
AMENDING SECTION 11 OF THE ORIGINAL
CONSOLIDATION OR ANNEXATION ORDINANCE
DATED MARCH 9 AND 11, 1895, BETWEEN
THE CITY OF FORT HOWARD AND
THE CITY OF GREEN BAY AND
THE SUBORDINANCE ADOPTED IN 1905

WHEREAS, in 1895 Section 11 of the original consolidation or annexation ordinance between the City of Fort Howard and the City of Green Bay prohibited "saloons" in the City of Fort Howard, except for a certain area from the Fox River to Broadway. The vote passed and, thereafter, the two cities consolidated into what is now known as the City of Green Bay. In 1905 the original ordinance was amended but retained the essential prohibition of no "saloons"; and

WHEREAS, on December 7, 2004, the Common Council voted unanimously to pose a referendum that would amend the liquor prohibition in the west side area (formerly the City of Fort Howard) as follows:

> Shall that area west of Broadway, formerly known as the City of Fort Howard prior to its consolidation with the City of Green Bay, allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only?

and

WHEREAS, a referendum vote will be held on April 5, 2004, in that area formerly known as the City of Fort Howard.

NOW, THEREFORE, THE MAYOR AND THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Upon passage of the referendum, the original liquor prohibition area west of Broadway is amended to allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only.

SECTION 2. All other ordinances not in conformity with this ordinance are hereby repealed.

SECTION 3. This ordinance shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

Dated at Green Bay, Wisconsin, this 15th day of March, 2005.

APPROVED:

Mayor

ATTEST:

Clerk

bc

02/15/05

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.6.

To grant a "Class B" Combination license to State Street Pub of GB LLC at 1238 State St. (Formerly Loch's Bar) with a licensed premises description including bar and storage room (description amended to exclude outdoor patio), with the approval of proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. bar plan-STATESTREETPUBOFGB
2. STATESTREETPUBOFGBapplication
3. inspections-STATESTREETPUBOFGB

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.7.

To grant an available "Class B" Combination license by 304 North Adams Green Bay LLC at 304 N. Adams St. with a licensed premises that includes hotel building (see attached), restaurant, bar, banquet and meeting rooms, and guest rooms, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. JAM-ROCK GB LLC BUSINESS PLAN
2. JAM-ROCK GB LLC FLOOR PLAN
3. JAM-ROCK GB LLC
4. olde main moratorium

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.8.

To receive and place on file a request by Ald. Wery that all City campaign finance reports shall be accessible on city website for duration of elected official's term and five years after leaving office.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wery Request-Campaign Finance

CITY OF GREEN BAY 1854 Titletown, USA

PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 6-19-18'

Request of Alderperson WERY

Refer to: Protection & Welfare

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

ALL city Campaign Finance Reports ~~maintai~~ shall be accessible on city website for duration of elected officials term and 5 years after leaving office,

Records are to be permanently kept (electronically) and available upon request

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.10.

To deny an appeal by Robert Hudson, objecting to the decision that his dog was declared dangerous.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. hudsonappeal
2. KAYNEPICS
3. To whoever this may concern
4. roberthudsonletters
5. hudson

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.11.

To approve a request by Green Bay Sports Service, Inc. at 1265 Lombardi Ave. to amend their liquor license to include an additional plaza area in front of the Johnsonville Tailgate Village and to waive requirements of the ordinance for fencing (requires 2/3 vote by Council).

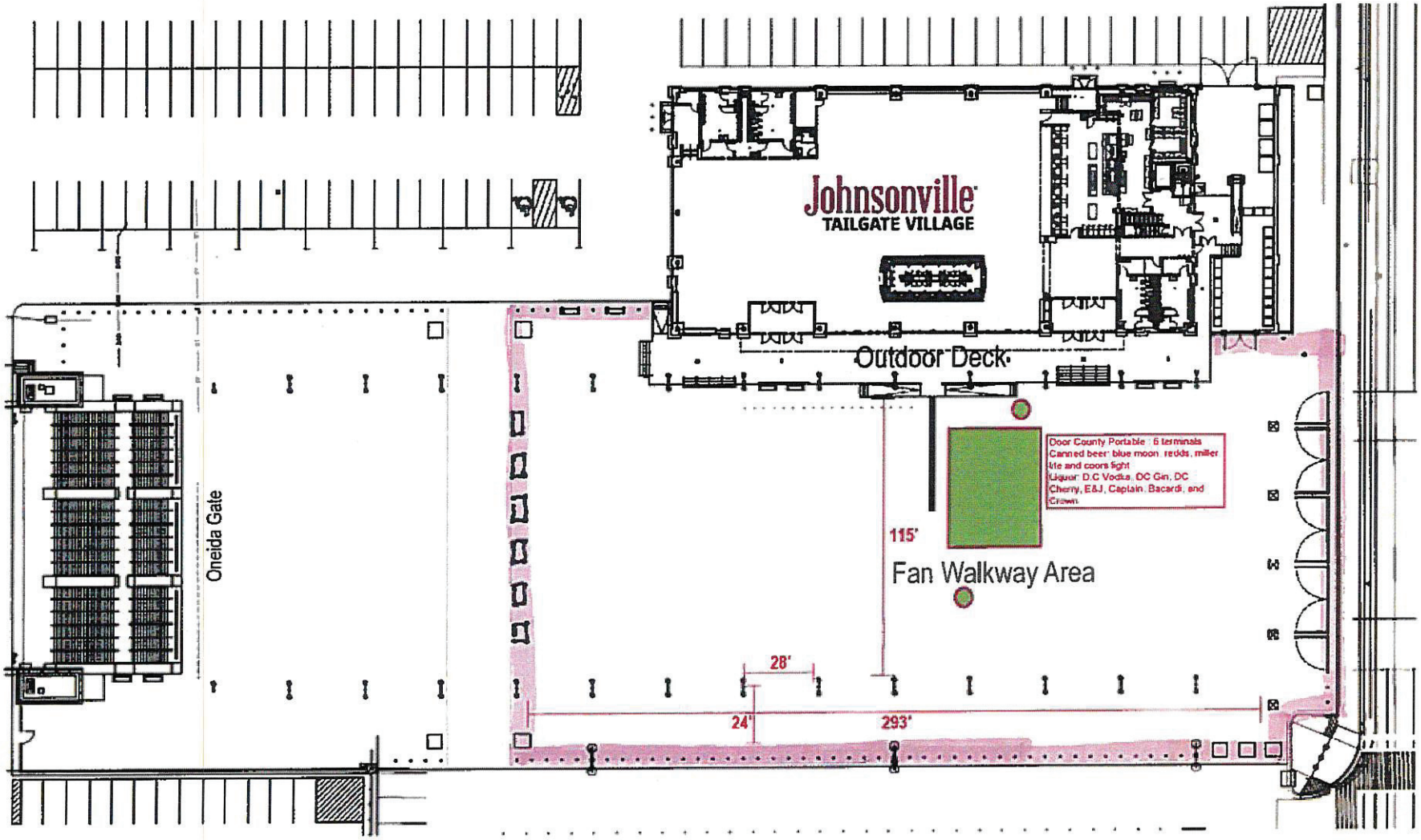
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DELAWARE NORTH AMENDED AREA pg 2
2. DELAWARE NORTH AMENDED AREA


Johnsonville
TAILGATE VILLAGE
Outdoor Deck
Oneida Gate
Door County Portable : 6 terminals
Canned beer: blue moon, redds, miller lite and coors light
Liquor: D.C Vodka, DC Gin, DC Cherry, E&J, Captain, Bacardi, and Crown
115'
Fan Walkway Area
28'
24'
293'

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.12.

To approve an appeal by James Tesch in regards to the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. TESCHDENIAL

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.13.

To approve an appeal by Amy Geronimi in regards to the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. geronimi

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.14.

To approve submitting questions to the Legal Department by September 4 and then refer the ethics ordinance to CityEthics.org for review, at a cost not more than $500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Wery Request-Ethics

CITY OF GREEN BAY 1854 Titletown, USA

PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 6-19-18

Request of Alderperson Wery

Refer to: Protection & Welfare

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Due to constitutional concerns, conduct a Complete review with possible action of changing or removing the city's Code of Conduct, & Ethics Ordinances

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.15.

To receive and place on file the Liquor Violation Report from the Police Department for August 13, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report (August 13 2018)
2. 18LiqVio

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

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # N.16.

To grant a "Class B" Combination license by Jam-Rock GB, LLC at 700 Bodart St. (Formerly Pour Decisions), with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. JAM-ROCK GB LLC BUSINESS PLAN
2. JAM-ROCK GB LLC FLOOR PLAN
3. JAM-ROCK GB LLC
4. olde main moratorium

REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES
August 21, 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

Abig, Alexandra J
Albers, Cory I
Albers, Ronald P
Allen, Jr., Ernie R
Alvarado-Ortiz, Christopher L
Amschler, Andrew
Anderson, Eric S
Antonio, Adriana L
Arce, Michael D
Archiquette, Debra L
Arreola, Angel R
Augustine, Craig A
Babiarz, Raymond L
Baenen, Ann M
Beerntsen, Mark M
Begotka, Carol J
Behnke, Anthony R
Bero, Misty M
Berrenberg, Andrew M
Bloks, Christopher S
Bolwerk, Jon W
Bomski, April L
Boots, Kelly L
Boyd, Fleur-Chantal
Broadnax, Brittnay B
Brock, Stephanie J
Brooks, Suzanne R
Brown, Gunnar R
Bruce, Adam D
Brunette, Felicia B
Bukouricz, Jennifer A
Burmeister, Neil J
Campbell, Nichole K
Camps, Teague J
Caprario, Curt R
Carlotto, Alessandra S
Chamberlain, Linda M
Champeau, Kevin J
Chapman, Shana A
Chosa, Jr., Daniel G
Chroge, Cynthia L
Cioni, Riley T
Clark, Zachary T
Clayton, Angela J
Cleary, Ami L
Coe, Stephen D
Coel, Michelle A
Coker, Robert E
Colon, Angel
Connor, Jeffrey S
Cook, Kay A
Cortez, Nancy R
Costello, Allyson M
Costello, Patricia A
Couillard, Tara L
Courtney, Patricia R
Cutcher, Alisha A
Dahlke, Samuel P
Dalton, Kayla M
DeKeyser, Natalie M
DeLair, Tara E
Delaruelle, Karen A
Dellemann, Carly Rae
Doxtater, Ruth E
Doxtator, Susanna L
Duesing, Rhonda L
Dugre, Jeffrey J
Dumke, Lindsay A
Ebert, Kathryn A
Erdman, Kelly J
Eygendaal, Samantha A
Farah, Emily C
Fay, Keri J
Ferron, Megan J
Fillipelli, Shawn V
Fischer, Tammy L
Galler, Roger H
Garcia Gonzalez, Adriana
Gee, Lisa A
Graf, Michelle L
Grasse, Mark A
Gullstrand, Eric W
Gutting, Ashley E
Hansen, Tera K
Heigl, Steven D
Heil, Gail M
Heim-Prechter, Trevor DJ
Helgesen, Eric J
Heller, Yvonne M
Herdina, Daniel L
Herzog, Chad A
Higgins, Tyler R
Hills, MaryKay L

Hoffmann, Sabrina M
Horne, Tracy L
Howard, Lexis M
Hruska, Briawna S
Jach, Eric M
Jackson, Brandon E
Jahnke, Roger L
Janowski, Peter J
Jansen, Andrea B
Janssen, Elizabeth S
Johnson, Thomas M
Johnston, Pamela R
Jones, Bernard
Joppe, Daniel A
Josephson, Ashley R
Jost, Kymm A
Juidici, Hailey L
Kacmarynski, Susan L
Kadletz, Krystlyn V
Kalz, Alexander F
Kanugh, Leon G
Kaufman, Lynn M
Keehan, Tracy L
Kittelson, Mc Lain A
Klug, Lindsey R
Koeller, Jared M
Koller, Nathan M
Krahn, Gina M
Krause, Zachary P
Lafond, Scott M
LaFortune, Jacob G
Lambert, Sharon M
Langacker, Debra C
Larkin, Jeremiah Z
Lasnoski, Christena J
Lau, Chelsea L
Lehman, Melissa M
Leuthner, Lorranae M
Lewins, Ronald J
Lewis, Terry M
Lindblom, Jeffrey D
Longhi, Nicole M
Longsine, Christine A
Lopez, Raquel A
Lor-Daniels, Iesha L
Luedeman, Blake A
Luedeman, Brooks J
Lueneburg, Stephanie T
Maass, Samantha Jo
Maes, Corinna A
Maltos, Lorena A
Marchant, Sara M
Marsden, Scott A
Martin, Rebecca J
Martinson, David C
Maufort, Kristie L
Maulson, Rose M
Menozzi, Jonathan D
Mielke, Michelle M
Mielke, Randal J
Miller, Helen C
Montano, Ruth A
Moorman, Jill P
Morgan, Dan B
Mueller, Erin M
Mumbrue, Troy N
Nieves, Michael D
Nooyen, Susan R
Nowak, Anthony T
Oberjat, Ginger M
Ollmann, Julie Ann
Paszek Stegmayer,
Pauls, Jodie L
Paynter, Brittany K
Pearson, Matthew G
Peerenboom, Gidget M
Peguero, Ricardo D
Pekarek, Justine R
Perez Garcia, Jaime
Perez-Pacheco,
Peters, Jenna L
Peters, Samantha M
Phillips, Brad M
Pinckney, Donna E
Pittman, Tracy M
Pliska, Flonnie A
Plog, Krysta M
Poley, Nicole M
Post, Thomas O
Prechter, Candice A
Prevost, Laura J
Proffitt, Alyssa M
Pryor, Samantha J
Purvis, Katherine M
Queensberry, Matthew
Rausch, Douglas J
Renquin, Michelle L
Reynolds, Karl J
Rieck, Scott A
Rieder, Jason S
Rodriguez Ponce,
Rosenthal, Steven R
Roth, Elizabeth R
Rowell, Jennifer J
Saldona, Unique R
Salentine, Noah J
San Juan, Noely P
Sanders, Brook A
Sanders, Stephen A
Saunders, Christina M
Schiebel, Anthony G
Schiebel, Bryan C
Schmunck, Samantha L
Schoen, Stacey A
Schrenk, Melinda
Schultz, Rena A
Sears, Zakariah J

Secker, Suzanne V
Seefeld, Branden L
Segner, Lisa F
Sell, Andrea C
Selner, Nicole L
Sense, Darin M
Servais, Kayla L
Shenier, Jonathan C
Sinople, Joseph A
Smith, Abigail M
Smith, Brittany L
Smith, Jr., Raymond
Smits, Stacy A
Snell, Jennifer M
Sparks, Jennifer L
Spencer, Jacqueline M
Splitgerber, Kodi M
St. Thomas, Dante W
Stack, Robert J
Standifer, Devin S
Steeno Jr, William L
Sterry, Danielle M
Stevens-Freuck, Matthew A
Straw, Holly A
Streicher, Ryan S
Summers, Bobbie J
Sutrick, Janelle A
Sylte, Steven G
Szczepanski Zurko, Andrew
Szczepanski Zurko, Chad
Thomas, Devin N
Thompson, Jackie L
Thyes, Gail A
Titel, Robert E
Trafford-Braun, Maureen P
Umentum, Kevin L
Van Enkenvoort, Felix A
Van Lanen, Alex G
Vande Hey, Cierra M
VanDenMeerendonk,
Vann, Corey L.
Vargas, Ricarda
Verhagen, Tyler L
Walsh, Brandon J
Walters, Michael A
Wandahsega, Nicholas S
Ward, Cole R
Weaver, Tangie L
Wellens, Shana L
Werner, Darwin L
Weso, Monroe T
Whitehouse, Mary Gail
Wisniewski, Kyle D
Wolf, Ashley R
Wolf, Sheila M
Woosencraft, Mark R
Xiong, Mai L
Zeutzius, Amy J
Zich, Renee L
Ziehms, Lisa L
Zielinski, Angela C
Zuege, Jamie L
Zuvich, Michael J

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.1.

To approve request to award a 3-year contract, with two 1-year renewal options, to provide Health Risk Assessment (HRA) Services for City employees and spouses to Bellin Health for $216,000 ($72,000 per year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 08-14-18 PRSNL Mtg HRA Services

CITY OF GREEN BAY - PURCHASING DIVISION

TO: Personnel Committee
FR: Rick Jensen, Purchasing Manager
DT: August 14, 2018
RE: Purchasing Report
Cc: Joe Faulds, Melanie Falk

Report of the Purchasing Manager:

1. Request approval to award a 3 year contract, with two 1 year renewal options, to provide Health Risk Assessment (HRA) Services for City employees and spouses to Bellin Health for $216,000 ($72,000 per year).

The following purchases have been publicly and competitively offered:

Personnel Committee - Report of the Purchasing Manager				
DESCRIPTION /Department	FUNDING SOURCE	AWARDED VENDOR	Responses	$ AMOUNT
Health Risk Assessment Services 3 Year Contract + Two 1 Year Renewals	701-18-180-000-52000	Bellin Health	4	$216,000 ($72,000/Year)

#3071 RFP Scoring & Price Summary

Health Risk Assessment (HRA) Services
RFP #3071
ISSUED: 7/11/18 DUE: 8/30/18
CC: 94800, 95856
Scoring Criteria & Points

Evaluation Team Total Possible Points	SCORING CRITERIA	Highest Score	→ → → →	→ → → →	Lowest Score
		Bellin Health	**Aurora BayCare Medical Center**	**WellneswsIQ**	**US HealthCenter**
25	Experience & Qualifications of the Business, Individuals in the Business, & Business Tool	25	25	25	25
30	Vendor's Ability to Integrate into the City's Wellness Program & to Aid in Improving the City's Wellcentive Scoring	29	23	20	18
25	Reporting & Technology, Risk Scoring Methodology	25	22	25	22
20	Cost Proposal	19.7	20	10.2	13
100	Vendor Scores Total possible points = 100	98.7	90	80.2	78
	First Year Cost based on 1,200 Assessments per year:	$72,000.00	$70,800.00	$139,020.00	$109,200.00

RECOMMENDATION:

Award this proposal to the highest scoring vendor that provided the best solution for this Service, Bellin Health.

NOTES:
Vendors were advised in the RFP that their proposals would be reviewed and scored by an evaluation team against the criteria and point assignments noted above. The evaluation team consisted of City of Green Bay Human Resources Staff (3 members).

The evaluation team reached a consensus decision that Bellin Health provided the best overall solution for Health Risk Assessment Services required by the City.

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.2.

To approve the 2018 - 2020 labor agreement between the City of Green Bay and Local 420, Bus Mechanics.

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bus Mechanics TA - Personnel Committee Presentation

TENTATIVE AGREEMENT
August 14, 2018
Between
City of Green Bay, Wisconsin
And
International Union of Operating Engineers, AFL-CIO, Local 420
Green Bay Metro Bus Mechanics

On July 10, 2018 the City and the Bus Mechanics union reached a tentative agreement for a 3-year contract which is set to expire on December 31, 2020. It is recommended that the Personnel Committee recommend approval of the contract contingent upon ratification by the union. Following is a summary of the terms of the contract.

ISSUE	COST
Term of Agreement: • 3 Year (January 1, 2018 – December 31, 2020)	
ECONOMIC ISSUES: **Wages:** • **2018** • Implementation of the City's salary plan effective January 1, 2018 • Reclassification of Fuelers (2 employees) effective upon ratification of the contract. • 2% - Effective with the start of the pay period in which October 1, 2018 occurs. • Employee step increases effective December 1, 2018 **2018 COST**	 $5,591 $832 $1,551 $389 **$8,363**
• **2019** • Base Salary Cost Increase • 2% - Effective with the start of the pay period in which October 1, 2019 occurs. • Employee step increases effective December 1, 2019 for those with satisfactory performance. **2019 COST**	 $17,242 $1,615 $405 **$19,262**
• **2020** • Base Salary Cost Increase • 2% - Effective with the start of the pay period in which October 1, 2020 occurs. • Employee step increases effective December 1, 2020 for those with satisfactory performance. **2020 TOTAL COST**	 $15,905 $1,675 $420 **$18,000**
TOTAL CONTRACT COST	**$45,625**

HEALTH 1265: Effective November 1, 2018, employees that carry City sponsored insurance may participate in the City's Health 1265 program and be eligible to receive a reduced premium contribution of 11.5%.	
LANGUAGE MODIFICATIONS: • Removed the reference of Mechanic Foreman in Article 1, Recognition. Position is no longer in the table of organization. • Added standard non-discriminatory language to Article 1, Recognition.	

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.3.

To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
a. Administrative Clerk - Community & Economic Development
b. Building Inspector - Community & Economic Development
c. Administrative Clerk - Police
d. Assistant Fire Chief - EMS, Training and Support
e. Carpenter - Parks, Recreation & Forestry
f. Administrative Clerk - Public Works
g. Mechanic - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 08.14.18
2. Administrative Clerk - Y. Kielar 8.18
3. Building Inspector - S Terrien 8.8.18
4. Administrative Clerk (Front Desk) - K. Hughes 7.26.18
5. Assistant Chief-EMS 8.18
6. Carpenter - D. Wittlinger
7. Administrative Clerk - D. Strandberg 08-06-18
8. Mechanic - D. Lundwall 08.13.18

MEMORANDUM

Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Peggy Barden
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: August 10, 2018

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2018 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Administrative Clerk/Community & Economic Development – Replacement position due to the retirement of Yvonne Kielar effective August 16, 2018. Salary range: $16.63 - $19.56/hour.

- Building Inspector – Replacement position due to the retirement of Steve Terrien effective August 19, 2018. Salary range: $27.40 - $32.23/hour.

- Administrative Clerk/Police – Replacement position due to the resignation of Kristine Hughes effective July 26, 2018. Salary range: $16.63 – 19.56/hour.

- Assistant Fire Chief/EMS, Training & Support – Replacement position due to the retirement of Chris Ehmann effective December 21, 2018. Salary range $82,618 - $97,198.

- Carpenter – Replacement position due to the internal transfer of David Wittlinger effective July 27, 2018. Salary range: $21.24 - $24.99/hour.

- Administrative Clerk/Public Works – Replacement position due to the resignation of Dawn Strandberg effective August 17, 2018. Salary range: $16.63 - $19.56/hour.

- Mechanic – Replacement position due to the resignation of Duane Lundwall effective August 13, 2018. Salary range: $23.30 – 27.41/hour.

Position Fill Request
Justification Report
July 2, 2018

Position Title: Administrative Clerk (Department of Community & Economic Development (DCED)

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   _X_____ Replacement Position _____ Not a Replacement Position

   Yvonne Kielar is retiring effective August 16, 2018.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes. Pay grade D ($16.63-$19.56)

3. **Please list the functions and any special information regarding this position.**

   This position is critical in performing a great deal of customer service work, both over the phone and at the counter, using specialized knowledge of the department, as well as providing administrative support services for inspection/code enforcement staff. Some specifics of the position include receiving and entering complaints for building, housing, zoning, plumbing, heating and electrical code violations; creating projects and processing applications for building heating, plumbing, electrical and sewer permits; scheduling inspections for residential and commercial construction projects for building, heating, plumbing and electrical inspectors, as well as liquor license renewal inspections; processing and receipting payments, entering building permit application data and scanning related documents; and generating and reviewing reports that are used by City staff and public to verify accuracy of financial and project/permit information.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   The DCED generates revenue through permit feeds, building and site plan review, contractor licensing and appeals, re-inspection fees, weights & measures fees, rezoning requests, platting/CSM fees and many other planning related administration fees. The total collected in 2017 was approximately $959,000 and approximately $613,000 to date. This position provides clerical services for the staff whose work generates the revenue, including receipting payments, processing permits and invoicing.

5. **Please explain why current staff is unable to absorb duties of this position.**

   The workload in the DCED front office requires three full-time Administrative Clerks. Two are required to meet the needs of our inspection/code enforcement staff and one to meet the needs of planning, neighborhoods and housing staff. Staff was reduced from four to three a few years ago when Inspection was added to the Planning office. Any further

reduction in front office staff will negatively affect our ability to meet the needs of the community.

6. If duties of position are presently being done, how are they done?

The current employee will continue in the position until August 16, 2018.

7. What service would be reduced or eliminated if this position is not filled?

Higher paid staff would have to perform tasks previously done by the clerical staff, which would reduce the ability of those staff to conduct their work. Overall, the customer service will be less efficient and affected by delays in processing complaints, permits and other requests.

8. What are the alternative methods and costs of accomplishing the work?

Using temporary employees or interns would be possible, but training will become a regular occurrence as those employees find permanent jobs. Due to the complexity of the training the result would be less efficient service with not much savings.

9. Are there union issues?

N/A

10. Other supporting comments.

The DCED front office is staffed with three Administrative Clerk positions. Two are funded in the DCED Operations budget and one is funded by Federal program grants. The vacant position is one of the DCED-funded positions.

Due to the high volume of phone calls and permit activity during the spring and summer months and the complexity of the training involved, the department would like to fill the position as soon as possible once vacated.

Position Fill Request
Justification Report
August 8, 2018

Position Title: Building Inspector

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   _X_____ Replacement Position _____ Not a Replacement Position

   Steve Terrien will be retiring effective August 29, 2018.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes, this position is included in the current budget. The wage rate is $27.40 – $32.23/hour.

3. **Please list the functions and any special information regarding this position.**

   Building Inspectors are responsible for the review of site and building plans and the inspection of buildings and structures to ensure compliance with City, State, and Federal codes, including compliance with zoning and floodplain ordinances. They issue permits for new construction, additions, remodeling, and demolition. Building Inspectors also observe causes and extent of damage to buildings and structures, including fire ruins. They are required to explain and interpret code provisions and building and zoning requirements to contractors, other City departments, and the general public.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   Yes, building permits are paid by property owners, developers, and contractors. Building Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

5. **Please explain why current staff is unable to absorb duties of this position.**

   Inspections will be delayed, slowing development and reducing the level of customer service.

6. **If duties of position are presently being done, how are they done?**

   The current employee has not yet retired.

7. **What service would be reduced or eliminated if this position is not filled?**

   The City would not be capable of providing efficient building inspections which would slow development and reduce the level of customer service.

8. What are the alternative methods and costs of accomplishing the work?

Cross training of inspectors or contracting the service. Neither of these options would be effective or less costly.

9. Are there union issues?

No.

10. Other supporting comments.

None

Position Fill Request
Justification Report
July 17, 2018

Position Title: Administrative Clerk (Front Desk)

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   ___X___ Replacement Position **_____ Not a Replacement Position**

   Kristine Hughes will be resigning effective July 26, 2018.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes, this position is included in the current budget. Wage range is $16.63-$19.56/hour.

3. **Please list the functions and any special information regarding this position.**

   Front Desk staff handles all walk-in and phone inquiries and complaints in addition to clerical support for Patrol and Detectives.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   This position takes in revenues in the way of City Licenses and enters all municipal warrants. These positions have recommended staffing levels because of the high volume of customer contact they have. A vacancy results in possible overtime to cover the necessary high volume times.

5. **Please explain why current staff is unable to absorb duties of this position.**

   Customer volume.

6. **If duties of position are presently being done, how are they done?**

   By other Administrative Clerks.

7. **What service would be reduced or eliminated if this position is not filled?**

   The service of taking phone and walk-in reports from citizens, entering warrants, and clerical support to officers and detectives.

8. **What are the alternative methods and costs of accomplishing the work?**

   Only to do it with current staff, which could create overtime or operate with the reduction in customer service. This would also impact warrant entry.

9. **Are there union issues?**

   No

10. **Other supporting comments.**

Position Fill Request
Justification Report
07/24/2018

Position Title: Assistant Fire Chief – EMS, Training and Support

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   _X_____ Replacement Position _____ Not a Replacement Position

   Chris Ehmann is retiring December 21, 2018.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes. Pay Grade P ($82,618 - $97,198)

3. **Please list the functions and any special information regarding this position.**

   Has direct responsibility for all emergency medical services, training and hardware/software used in our daily operation. Directly supervises training captains. Assists the Chief in planning, organizing and administering policies and procedures involving areas of responsibility. Responds to large-scale emergencies and is a staff member at all city special events over 10,000 people. Assists in budget preparation and monitoring throughout the year.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   No.

5. **Please explain why current staff is unable to absorb duties of this position.**

   The duties and responsibilities of this position are barely manageable with the current staffing.

6. **If duties of position are presently being done, how are they done?**

   Incumbent is still in the position. We will be promoting someone from within the ranks before his retirement date in order to have a smooth transition, sometime around October 1. This is the #3 position in the department.

7. **What service would be reduced or eliminated if this position is not filled?**

   It is not feasible to operate a department of this size with all of the operational issues, special events, target hazards and day-to-day responsibilities.

8. What are the alternative methods and costs of accomplishing the work?

There are none. Fire Department reorganization has already eliminated one staff Division Chief position in the current budget year.

9. Are there union issues?

No

10. Other supporting comments.

None

Position Fill Request
Justification Report
July 30, 2018

Position Title: Carpenter

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   ___X___ Replacement Position _____ Not a Replacement Position

   Dave Wittlinger transferred to Green Bay Metro Transit on 07/27/18.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   This position is in the budget, placed in Pay Grade G which is $21.24 - $24.99 per hour.

3. **Please list the functions and any special information regarding this position.**

   This position is extremely valuable because this person builds and repairs many different types of facilities such as buildings, doors, floors, locks, roofs, windows, walls, fences, benches, decks, docks, and stairways. This position is an experienced playground installation professional as well as the front line position to repair vandalism and daily repair issues.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   No.

5. **Please explain why current staff is unable to absorb duties of this position.**

   We have had three carpenters for over 25 years and need all three to keep up with essential and normal repairs and maintenance. In the past several decades the number of facilities to repair including the Zippin Pippin, new park buildings, and play structures has increased substantially.

6. **If duties of position are presently being done, how are they done?**

   Projects typically completed by this position are either on hold or have been re-prioritized to the other carpenters. Many low priority items are being postponed such as park signs and building repairs or upgrades. Deferred maintenance projects have been further deferred and occasionally that leads to more extensive and expensive repairs.

7. What service would be reduced or eliminated if this position is not filled?

The City has saved many thousands of dollars over the years by preparing and installing new/replacement playground areas. These projects take weeks of time and would probably have to be done by private contractors at a substantial cost. Many other roofing, door, and window projects would also have to be contracted.

8. What are the alternative methods and costs of accomplishing the work?

Having private contractors complete large and small projects could be done, but no contractor cares more about the end result than the City's carpenter does who has to go back and fix it if it is not done right the first time.

9. Are there union issues?

No.

10. Other supporting comments.

With over 100 buildings for which the Parks, Recreation & Forestry Department is responsible, the task is enormous. Some of the buildings are sheds and garages, but others are the buildings at Bay Beach, the Wildlife Sanctuary, the Park Shop, several pool buildings, a wooden roller coaster, and 40 park shelter buildings. Most of which are decades old. They all need regular maintenance to keep up our investment in them.

Position Fill Request
Justification Report
August 6, 2018

Position Title: Administrative Clerk (DPW)

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   ___X___ Replacement Position _____ Not a Replacement Position

   Dawn Strandberg has resigned effective August 17, 2018**.**

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes – $16.63-$19.56 per hour.

3. **Please list the functions and any special information regarding this position.**

   Provides clerical support services to departmental staff in the processing of letters, reports, permits, studies, and forms. Prioritizes and processes work related to City construction and/or reconstruction projects to meet deadlines of bidding documents and corresponding advertisement notices, agenda, change orders, letters, reports, payments, and record keeping of the same. Types and enters data information for statistical or financial reports, correspondence, schedules, budgets, statements, and other material as necessary, which frequently involves some judgement regarding the information included or format used. Tracks various licensing programs and related duties.

   Prepares agenda, minutes, and organizes follow-up work of notices and correspondence for Improvement & Services Committee and Traffic, Bicycle, & Pedestrian Commission; processes follow-up Council report and prepares resolutions as needed. Records and files proceedings as they relate to the Department. Organizes and maintains records of 90-day traffic signage trial periods for Traffic, Bicycle, & Pedestrian Commission. Takes and prepares minutes and summaries for bid opening meetings. Prepares minutes for preconstruction and other meetings as needed.

   Maintains files and prepares correspondence, forms, reports, and other materials; sorts and files materials alphabetically, numerically or by other predetermined classification. Searches for information for same from various sources. Updates Public Works website and calendars as needed.

   Sells and issues various items such as bidding documents, plans, maps, garbage and recycling bins, etc. Issues receipts. Maintains related records.

   Generates invoices for early solid waste/recycling set out collection, bulk collection, snow and ice control, grass and weed control, damaged City property, clean-ups, excavation permits, etc., and maintain records. Compiles and enters data for requisitions and purchase orders and maintains records of requisition purchases. Maintains inventory and keeps records of supplies.

   Records, reviews, and maintains records of utility bills for City and department facilities and/or equipment.

Maintains records of employee leave time.

Acts as receptionist, assisting callers and responding to inquiries. Performs moderately to considerable difficult telephone answering and counter work, which may involve explanation of some departmental procedures or independent judgement for immediate/emergency referral to staff. Takes complaints and forwards to appropriate personnel.

Organizes and processes street resurfacing postcard surveys of affected residents. Composes routine correspondence in accordance with standard policies.

Assists Public Works Supervisor and Parking Services clerical staff with clerical-related duties as necessary.

4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.

Clerical staff is responsible for accepting payment and/or preparing invoices for a variety of services including, but not limited to, excavation permits, bulk garbage collection, traffic equipment damages, snow removal, weed cutting, recycling carts, parking citations, and monthly parking stall rentals amounting to approximately $3,000,000 per year in City revenue.

5. Please explain why current staff is unable to absorb duties of this position.

Loss of an Administrative Clerk position represents a reduction in DPW's ability to provide all administrative services in a timely manner, including customer service response times, accepting payments, sending invoices, issuing permits, executing DPW contracts, completing correspondence and letters, finalizing Committee agendas, reports, and minutes.

6. If duties of position are presently being done, how are they done?

The position is filled until August 17, 2018 and then duties will be completed by other staff members.

7. What service would be reduced or eliminated if this position is not filled?

Response time and the level of service to the public would be impacted.

8. What are the alternative methods and costs of accomplishing the work?

Outsourcing of invoicing and answering service for phone calls. It is doubtful that this would be less costly and service levels would likely decrease.

9. Are there union issues?

No.

10. Other supporting comments.

Position Fill Request
Justification Report
July 30, 2018

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   ___X___ Replacement Position _____ Not a Replacement Position

   This position is vacant as a result of the resignation of first shift Mechanic Duane Lundwall, effective at the end of the work day on Monday, August 13, 2018.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

   Yes, this position is currently funded in the DPW-Operations Division operating budget. The current base wage for a Mechanic is $23.30 - $27.41/hour ($48,464 to $57,013 annually).

3. **Please list the functions and any special information regarding this position.**

   DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning Division, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

   This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor.

5. **Please explain why current staff is unable to absorb duties of this position.**

   DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.

6. **If duties of this position are presently being done, how are they done?**

   Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.

7. What service would be reduced or eliminated if this position is not filled?

DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

8. What are the alternative methods and costs of accomplishing the work?

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City in the short run by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization.

9. Are there union issues?

No.

10. Other supporting comments.

None.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.4.

To approve request from the Police Department to fill (1) additional Patrol Sergeant position and all subsequent vacancies resulting from internal transfers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.5.

To approve out of state travel for Fleet Manager Nathan Wachtendonk for pre-delivery inspection of two automated sanitation collection trucks at AutoCar Manufacturing in Birmingham, Alabama, September 2018 at no cost to the City for transportation, room or board.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Out of State Travel Request - Wachtendonk 08-2018

OUT OF STATE TRAVEL REQUEST

Date Request Submitted	August 3, 2018
Requesting Department	Public Works
Employee(s) Requesting Travel	Nathan Wachtendonk, Fleet Manager
Date(s) of Travel	Early-Mid September 2018 (date dependent on vehicle build schedule)
Location of Out of State Travel	Birmingham, Alabama
Purpose of Travel – Name of Conference or Training	Travel to AutoCar Manufacturing for pre-delivery inspection of two (2) new automated refuse collection truck chassis.
Costs Transportation Room and Board Conference and/or Training Fee Total Cost	Costs for transportation and hotel will be covered by AutoCar Manufacturing. The cost to the City is Fleet Manager wages for three (3) working days.
Will Employee Incur Overtime or Comp Time	No
Funding	All costs other than Mr. Wachtendonk's wages and meals will be covered by AutoCar Manufacturing.
Additional Information	The Fleet Manager will travel to Autocar Manufacturing in Birmingham, Alabama to inspect two (2) completed automated side-loader sanitation collection trucks. This trip is necessary to assure that the units meet DPW specification before final delivery to Green Bay. All costs associated with this trip will be covered by AutoCar Manufacturing. Costs were included in the previously approved bid price for the trucks.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.6.

To hold review of Compensation for a Shift Change grievance until the next Personnel Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.7.

To put to binding referendum the following: Beginning with the 2019 election and for all elections thereafter, shall the total length of service for the position of Mayor, Alderperson and Municipal Court Judge be limited so that no person may be elected to consecutive terms totaling more than 12 years.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Charter Ord - Term Limits for Muni Offices 7.23.18

A CHARTER ORDINANCE
ESTABLISHING TERM LIMITS
FOR THE OFFICE OF MAYOR, ALDERMAN AND MUNICIPAL JUDGE

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

SECTION 1. This is a charter ordinance enacted pursuant to §66.0101 Wis. Stats.

SECTION 2. Term limits for the office of Mayor, Alderman and Municipal Judge shall be as follows:

(1) Mayor. No person shall serve more than three (3) consecutive four-year terms in the mayoral position.

(2) Alderman. No person shall serve more than six (6) consecutive two-year terms in the aldermanic position.

(3) Municipal Judge. No person shall serve more than three (3) consecutive four-year terms in the position of municipal judge.

SECTION 3. This charter ordinance shall only apply to terms of office beginning on or after the effective date as set forth in Section 4 herein.

SECTION 4. This is a charter ordinance and shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # P.8.

To refer to staff to prepare a policy and recommendation on the request by Ald. Galvin that the City adopt Wisconsin Statute 230.35(2d) as it pertains to City employees who are in the process of being organ donors.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	David Buck, Staff

AGENDA ITEM # Q.1.

To deny the request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan Land Use recommendation for properties located in the 3400-3500 Block of E. Mason Street from Commercial to Business Park land use.

BACKGROUND

(CPA 18-03) Consideration with possible action on the request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan from Commercial to Business Park to permit a cold storage facility (Light Industrial) in the 3400-3500 Block of E. Mason Street, to be submitted by Jon LeRoy, Mau & Associates on behalf of property owners Sahara Imperial Group LLC and G & H Properties LLP.

Primary Address: 3400-3500 Block of East Mason Street

Alderperson/District: Ald. Veronica Corpus-Dax/District 2

Reason for Request: To allow the future request for a zone change for most of the subject property to be included in the I-43 Business Center Planned Unit Development with a light industrial classification, providing the owners the ability to market the land for a cold storage and distribution facility.

Subject Parcel Zoning and Land Use: The parcels included in the request have a base zoning mix of Rural Residential (RR), Varied Density Residential (R-3), Low-Density Residential (R-1), and Public Institutional (PI). Three Planned Commercial Development overlay districts had formerly covered the subject properties permitting a variety of general commercial uses, until expiration in 2006 due to lack of development activity.

Surrounding Zoning and Land Uses:
North: Zoning is Medium Density Residential (R-2) south of Finger Road and Low Density Residential (R-1) north of Finger Road. Land uses include single-family, two-family and outdoor recreation (regional baseball complex)

South: Base zoning is Business Park (BP) with the I-43 Business Center Planned Commercial Development Overlay (Light manufacturing & Entertainment Districts) south across East Mason Street. Land uses include warehousing, commercial service and stormwater retention.

West: Base zoning is Varied Density Residential (R-3) and Rural Residential (RR) with a Planned Commercial Development Overlay permitting general commercial use. Land use includes a multiple tenant commercial retail and service "strip" center.

East: Zoning is Varied Density Residential (R-3) and Low Density Residential (R-1). Land uses include single-family and multi-family residential uses.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends

Commercial land uses on a majority of the subject properties with a small portion along Finger Road designated for Medium/High Density Residential land uses. This recommendation is the easternmost commercial land-use recommendation in the E. Mason Street Corridor. The recommended land-use was placed to allow business uses that would be compatible with the residentially designated areas to the north and east, the Commercial designated lands adjacent to the west, and the Business Park designation to the south across East Mason Street.

Analysis:
The amendment request involves two large undeveloped parcels of land (Parcels 21-169 & 21-167) totaling 41.8 acres located on the north side of East Mason Street between South Huron Road and Chapel View Road. The applicant is requesting the future land use of 33 acres of the 41.8 acre subject area to be Business Park with the remainder 8.8 acres located along the E. Mason Street frontage retaining the Commercial designation. This Comprehensive Plan Amendment is proposed to allow the owners the ability to market the property to an industrial user and subsequently request future rezoning of the area to Business Park and inclusion within the I-43 Business Center permitting light manufacturing uses for the bulk of the property and business related retail or office along a majority of E. Mason Street.

A narrative and a copy of the conceptual site/development layout plan have been provided by the applicant and are attached within this agenda packet.

The Smart Growth 2022 Comprehensive Plan establishes the following review criteria for periodic amendments:

1. The change is consistent with the goals and objectives or other elements of Smart Growth 2022.
o Staff does not believe the request further the goals and objectives of the Smart Growth 2022 Plan. The Comprehensive plan does recommend expansion of the I-43 Business Center but generally limits it to the south side of East Mason Street from its existing location east to South Northview Road. Additionally, the existing Commercial designation calls for providing retail and service uses that is only partially realized with the proposal. The Neighborhoods and Districts section of the Comprehensive Plan emphasizes existing neighborhood protection and a reduction in land-use incompatibilities. The proposed change has the potential to intensify incompatibilities which appear to be at odds with the proposed amendment.

2. The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.
o The proposed development is located along the E. Mason Street corridor within the Urban Service Area and there are no significant issues relative to services or facilities.

3. Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.
o The residential uses to the north and east will need to be buffered from the higher intensity industrial use. The potential for higher levels of light and noise may be a determent to adjacent and nearby residential properties.

4. The change allows a more viable transition to the planned uses on adjacent properties than the current land use.
o There will not necessarily be a better or worse transition of uses between the residential properties to the north and east from future manufacturing or industrial uses. Neither the existing commercial or potential business park (manufacturing or industrial use) Comprehensive Plan Future Land-Use designations are soft transitions. Either will likely require significant buffering however commercial activity could act as an amenity and potential convenience to the neighborhood where light manufacturing will likely not.

5. The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.
o There are no anticipated environmental impacts.

6. There is a change in City policies or neighborhood characteristics that would justify a change.
o Not directly; however, the likelihood of large scale "big box" commercial development, originally envisioned for the property, is far less likely in the current retail development market. The desirability of "big box" retail, which was very prominent at the time the City's Comprehensive Plan was drafted, has been drastically impacted by market forces including e-commerce and the trend in retail development for much smaller facilities that require far less land area. The Commercial designation is not exclusive to "big box" and retains the potential for viable campus style office, retail and service uses that are currently more common.

7. The change corrects an error made in the original plan.
o There was not an error in the original plan however, as mentioned above, market changes nationally have seen the decline in need for large land areas for future commercial development. Additionally, local market forces since the Comprehensive Plans adoption has seen a retraction of existing "big box" development and a sluggish housing market on the east side of the City, which may be hindering interest.

8. There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.
o There is an identified need for the City to provide space for industrial and office uses in both the central city and the fringe. This recommendation is further detailed in the plan with the concept of expanding the I-43 Business Center to the east.

9. The change helps the City meet its life-cycle and affordable housing goals.
o The proposed change will not advance the goal of creating affordable housing units within the City.

10. The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration or dedication.
o Not applicable.

Staff has concerns with the scale and intensity of potential manufacturing uses, the additional truck traffic that could be created and the cumulative impact on the residential properties to the north and east.

From a land use perspective, staff believes the proposed use of Business Park – Light Manufacturing creates a more intensive land use with potential for negative impact on the adjacent and nearby residential. Additionally, although the I-43 Business Center is across E. Mason Street and strip center retail and service is adjacent to the west, the proposed manufacturing land use change would not be directly adjacent to similar uses and does not represent a compatible land use with surrounding properties and the immediate neighborhood.

As a result, staff feels this request represents a less desirable future land use that may be considered attractive only because the current properties are undeveloped. The change in the future land use to Business Park Light Manufacturing will also negate the possibility for potentially much more compatible commercial office, retail or service land uses that would better contribute to the immediate neighborhood and the general area as a whole.

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request. Notice has been provided of the public hearings both at the Plan Commission and the Common Council. The applicant conducted a neighborhood meeting, at staff's request, to gain input from the immediate neighbors/property owners. There was considerable concern expressed from adjacent and nearby residential property owners.

No written concerns have been submitted as of the drafting of this report. Property owners were noticed of the Public Hearing and action item per the standard notification process of the Plan Commission Rules & Policies. Ald. V. Corpus-Dax was also noticed.

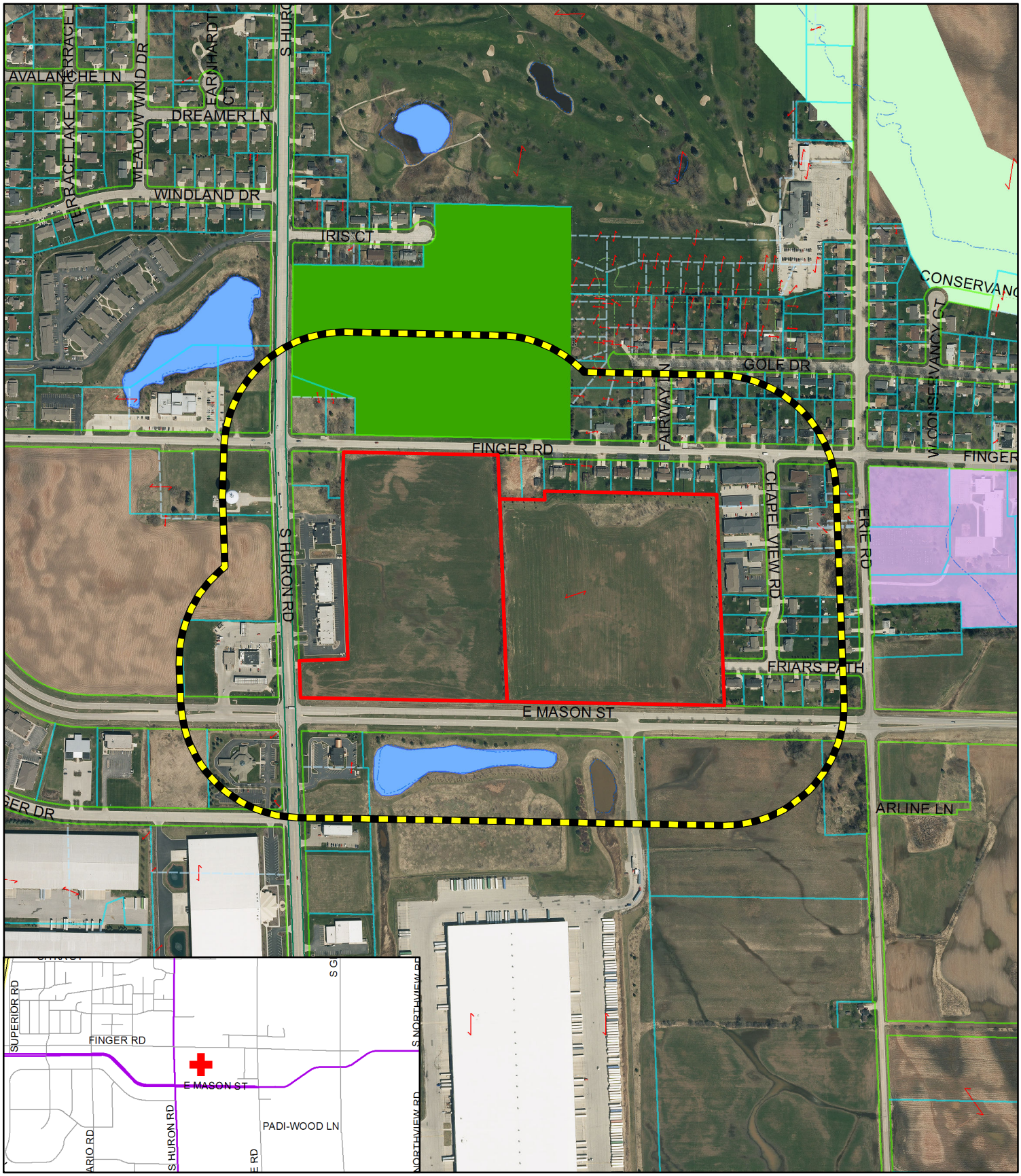
RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. CPA 18-03 Map_3400-3500 E Mason
2. CPA 18-03 Official Map ADP Amendment Narrative RE Comm COMP PLAN CHANGE 042718
3. CPA 18-03 Concept Site Plans



Subject Property

400' + Notice Area

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

Comprehensive Plan Amendment (CPA 18-03)
Request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan from Commercial to Business Park on the 3400-3500 Block of East Mason Street

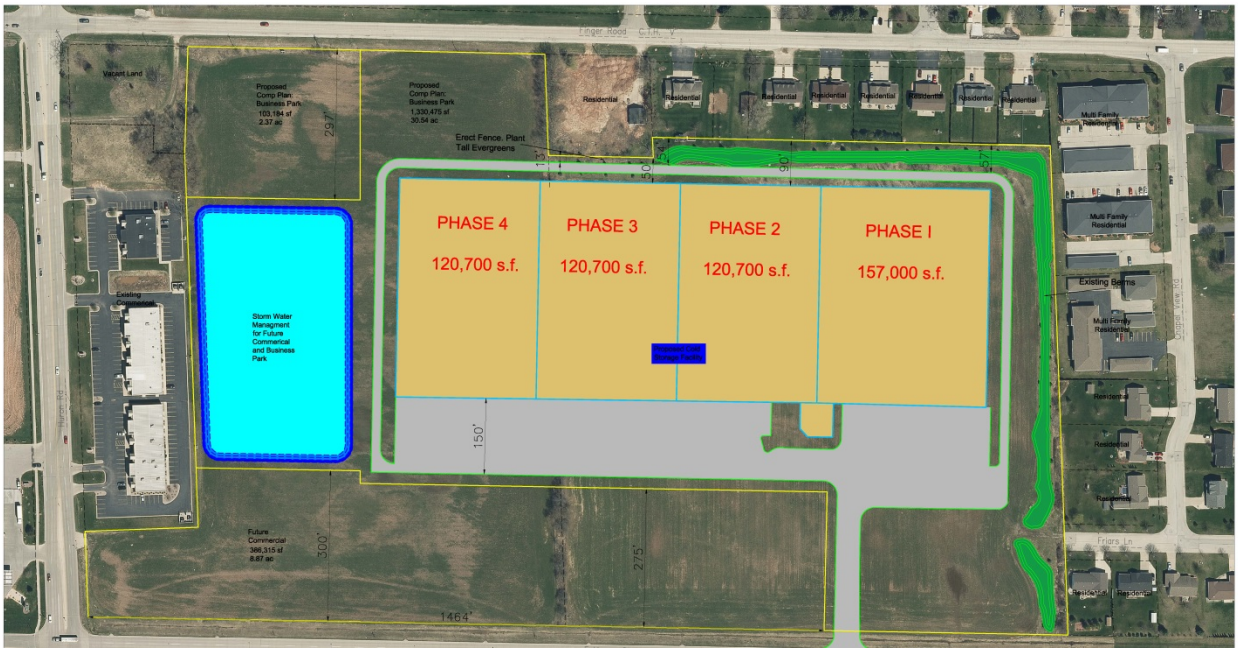
0 300 600
Feet

N

Conceptual Distribution Facility

Proposed Modification to the 2022 Comprehensive Plan from Commercial to Business Park located at the 3400 and 3500 Blocks of East Mason Street and Finger Rd

275' East Mason Commercial Depth Option Site Layout Option



Property Owners:
Sahara Imperial Group LLC (21-169)
G&H Properties LLC (21-167)

Developer
RE Commercial

Consultant:
Mau and Associates
July 16, 2018

Distribution Facility Development Project Overview

The property owners of parcels 21-169 (Sahara Imperial Group LLC) and 21-167 (G&H Properties LLC) are proud to submit a concept for a distribution facility located along the eastern portion of parcel 21-169 and all of parcel 21-167 located at the 3400 and 3500 blocks of East Mason Street. A conceptual development is conceived to be a four phase project spanning from east to west to meet the needs of the growing distribution industry.

This development is designed to incur incremental growth with an expanding distribution building. Conceptually, Phase One is projected to have a 157,000 square foot facility with additional expansions of 120,700 each square feet added to the building for four total phases. The goal for a completed, overall facility is estimated at 519,100 square foot building. A Business Park use is designed to have the facility become a natural extension of the I-43 Business Park and become a compatible neighbor to existing single family, duplex, and multi family residents. To accomplish this vision***, this submission requests an amendment of the City of Green Bay Smart Growth 2022 Comprehensive Plan from Commercial to Business Park designation for approximately 33 eastern acres of parcels 21-169 and 21-167 .***

Development Relationship to Neighborhood

Land Use

Both lots in this proposal have been used as agricultural or grassland through time. Residential development occurred to the east and north by 2000. By the end of 00s, commercial and expanded areas of the I-43 Business Park had occurred to the west and south. Since then, existing conditions have become mostly established. A past Planned Unit Development (PUD) had occurred with the two parcels over a decade ago. That PUD had hoped to attract a larger commercial development, but has not occurred. With the generational decline of big box stores and the need to repurpose existing big box stores to medium box stores or different uses, this past goal does not appear foreseeable. We submit this concept under the pretense that site design would meet at minimum the PUD conditions of the I-43 Business Park PUD located across East Mason Street. The City of Green Bay had approached the property owners in 2013 inquiring their interest to become apart of an expanded I-43 Business Park PUD. (See attached letter)

Road Access

Road access to the primary business park facility would come from East Mason Street and only East Mason Street. The road is a county highway and has been designed to handle the type of operations from a distribution facility, like similar uses within the I-43 Business Park. A potential access point exists near the center of the existing parcel 21-167 property which would allow for left turns in and out of the property. A smaller lot could be created at the northwest corner of the two parcels to accommodate a smaller business park operation. Access to this area for a secondary user would come from Finger Road.

Improving Existing Conditions

The site consists of open vacant land. The site slopes downward from east to west. Wetland delineation has been completed within the parcels. Eight individual pockets of wetlands totaling 0.73 acres exist. Wisconsin DNR wetland indicators show minimal wetland indicators on the parcels, unlike many large parcels to the east and south. Any future development must take measures to account for delineated wetlands. Any improvements made to the site must account for storm water management which will ensure harm storm water runoff harm is

not incurred by neighboring properties. A large chain of berms exist along the edge of existing residential properties at parcel 21-167. Additional landscaping/buffering measures need to be taken with specific site plans to provide additional measures to account for potential light and noise pollution.

As noted, this property is currently designated Commercial. As such, a site like this concept was targeted as a 'big box store' destination when the 2002 Comprehensive Plan was originally conceived. The undeveloped 40 plus acres was thought to accommodate such uses and auxiliary strip mall development typically associated with big box stores. A development like this would bring high levels of automobile traffic throughout varying times of the day. As with a potential Business Park-Light Manufacturing use, a commercial use would typically encompass a single, large building footprint and incur the use of semi trucks to transport goods. Much of a commercial site would be dedicated to surface parking and the need to accommodate hundreds of parking stalls.

With this in mind, this proposal suggests a business park setting in which a light manufacturing use would have a building footprint similar of that a big box store, but without the continual intermittent traffic and people accessing throughout the day. A distribution facility like use can be more controlled for access than that of a full on commercial use.

Additionally, this 40 plus acre, undeveloped, yet fully adjacent to built infrastructure site is rare within the City limits of Green Bay. This is in an infill site without large swaths of wetlands. For both the property owners and the City, it makes sense to develop this piece primarily for the use of a single user in need of a large site. In the case of any future development at this site, the user will need to be mindful of the existing residential neighbors which border the site.

A specific site user will need additional landscaping/buffering measures with specific site plans to provide additional measures to account for potential light and noise pollution. An existing berm has been created over the years to anticipate a future land use development to separate residential from future development. Examples of measures which may need to be taken are; expanding the berm, adding trees, and fencing. A 100 foot building setback on the east property line and a 50 foot building setback on the rear property line are noted. If the end user can accommodate a smaller footprint for a building which is smaller than noted in the conceptual plans, the building can be setback further.

Information has been provided at the end of the narrative to address the thirteen pieces of information needed for a preliminary PUD. The developer has been in contact with a number of users who are in interested in this site. Business park type users with a focus on light manufacturing have been most curious to the potential for the site. While the exact company(ies) are not listed a food grade user distribution facility is targeted. This concept uses a food grade user distributor as a metric conceptually. To fully market this site to its potential, a comprehensive plan change is requested to better identify to industry that the site has potential to be developed.

A comprehensive plan amendment is not sought for the southwestern 8.97 acres fronting East Mason Street as the area is already classified as commercial, as this concept seeks to remain.

Economic Development

As stated earlier, distribution facilities are in high demand. A conceptual project will create dozens of stable jobs as well as dozens of construction jobs as the facility looks to keep expanding through the years until its final projected state at Phase IV. This concept is projected to have the following impact:

Estimated Total Cost:	$27,770,000 for Phases I and II
Estimated Annual Taxes:	$499,860 for Phases I and II
Estimated TIF Contribution:	$3,300,000 for Phases I and II (Pay-as-you-go)
Estimated Total Assessment:	$40,000,000 for the Total Project

In Summary

Business park can fit well with the existing conditions along East Mason. To the south, the I-43 Business Park is thriving and this use would complement existing conditions well. This proposed change to the comprehensive plan would be implemented over two existing lots. This proposal shows approximately 1465 feet of East Mason frontage to remain as future commercial. This land use adheres to the comprehensive plan. As noted on attached concept images, ideally a corner commercial property will be marketed to have all four corners of the East Mason/Huron intersection fully developed. Additionally, this concept allows room for commercial development along East Mason leading to the main drive entrance to the distribution facility.

Residential properties are adjacent to the site on the northeast and east sides of the proposal. The expired PUD at this projected either a Neighborhood Business District or Community Center Business District. This usage is clearly different from residential use. We believe the proposed distribution facility would have a similar impact scale to the neighboring properties. Both land uses would have large buildings that would need to be mindful of neighbors through setbacks, landscaping berms, and building scale. Future development needs to take this into account.

Operations for a conceptual facility are projected to be 24 hours, but the areas of day to day activity at the facility will remain only along the East Mason corridor. Trucks and employee vehicles will access from East Mason. A drive shown along the edge of the building is needed for emergency access and maintenance purposes only.

Documents attached at the end of this proposal include a conceptual site plan for Phase I, conceptual site plan for full phasing for a single primary distribution facility user, and wetland delineation exhibit. This concept facilitates future land divisions which will pursue additional commercial growth at the corners of East Mason/Huron and Finger/Huron. A Final PUD standard is needed to ensure development is not overbearing to neighboring residents. We ask for your consideration to modify the Comprehensive Plan to allow for a change from Commercial to Business Park.

Prelim Planned Unit Development Information

Name and Address of the recorded owner of the development:

21-169 3500 Block Finger Rd
Sahara Imperial Group LLC
9960 W Cheyenne Ave #212
Las Vegas NV 89129-7702

21-167 3400 Block Finger Rd
G & H Properties LLP
4428 N New Franken Rd
New Franken WI 54229-9751

Name of developer if different from owner

Todd Devillers
RE Commercial
677 Baeten Rd Suite 200
Green Bay WI 54304

Name of individual responsible for preparation of preliminary plan

Jon LeRoy
Mau and Associates
400 Security Blvd
Green Bay WI 54313

Total boundaries and statement of the total acreage of tract
All of Parcels 21-169 and 21-167 except for:
the Southern 275 feet of the Western 1464 feet of Parcel 21-167 and 21-169
and the Southern 300 feet of the Western 327 feet from the Eastern Boundary of Parcel 21-169-2 (Parcel 21-169)
and portions of the Parcel 21-169-2 which extend into the Southern 275 feet of the Western 1474 feet (Parcel 21-169)
Boundaries within the confines of parcels 21-169 and 21-167. Total acreage of two lots contains 41.81 acres.
Goal to place Business Park Light Manufacturing use in northern part of property, retain frontage along most of East Mason as commercial use.
Approximate acreage requested for Business Park Light Manufacturing = 32.84 acres
Approximate acreage requested for future Commercial = 8.97 acres

Site survey and possible CSM to be completed in future to complete potential future site plan and final PUD

Storm water management pond needed for all 41 plus acres at site. Likely to be constructed at west side of property. Site flows east to west. Current contours flow to existing, smaller storm water pond west of property

Significant features within the tract

Include wetlands delineated in June 2018. Small pockets exist. Small pockets to be remedied through large scale project request to DNR or through jurisdictional determination. Total acreage contains about 0.73 acres in 8 individual wetland pockets. DNR Wetland Indicators GIS shows limited wetland indicators on site, especially compared to large tracts near I-43 Business Park within city limits to south and east. Map attached.

All contemplated uses

Food grade user distribution facility targeted as primary development. Distribution facility. (Business Park-Light Manufacturing)

Potential smaller lot could be split at northwest corner of two parcels for smaller operation.

Commercial: Market lots to that of businesses along South Huron, south of East Mason Street. Lot depth projected about 275 deep. However, final light manufacturing product and necessary buffers can impact depth size for finalized commercial lots.

Nearly half of the northern boundary and all of the eastern boundary borders a mixture of single family, duplex, and multi-family residential lots. Specific user site plan must address

Contemplated Intensity

User of facility like proposed:

Number of employees 30 projected in first phase, upwards of 75 in full potential build out

Number of trucks: approximately 30 per day

Hours of Operation: Continuous

Noise emitted from development: Potential chillers would be covered. Scale of distribution building to act as a shield against incoming truck traffic from south and other portions of I-43 Business Park. Additionally

Light emitted from development: Lighting to meet standards of Interstate 43 Business Center standards

Specific setbacks and standards:

Business Park Light Manufacturing:

Rear (North) 50 foot building setback

Existing buildings

No buildings on site

Proposed Circulation

Site works very well with existing street network. East Mason Street has opening within boulevard to allow for left turn in/out of property. Future commercial lots on East Mason allow for queuing depth at drive entrance.

This has been concern of neighbors due to queues at P-G facility to south. Large scale Business Park-Light Manufacturing development to remain contained to East Mason entrance.

Commercial activity to front East Mason Street. Auto traffic to enter from East Mason or South Huron Road.

Space for potential 2.37 acre lot fronting Finger Road exists at northwest corner of parcels. Auto traffic projected to access from Finger Road, via S Huron Road

Pedestrian, bicycle, and transit circulation systems are not planned.

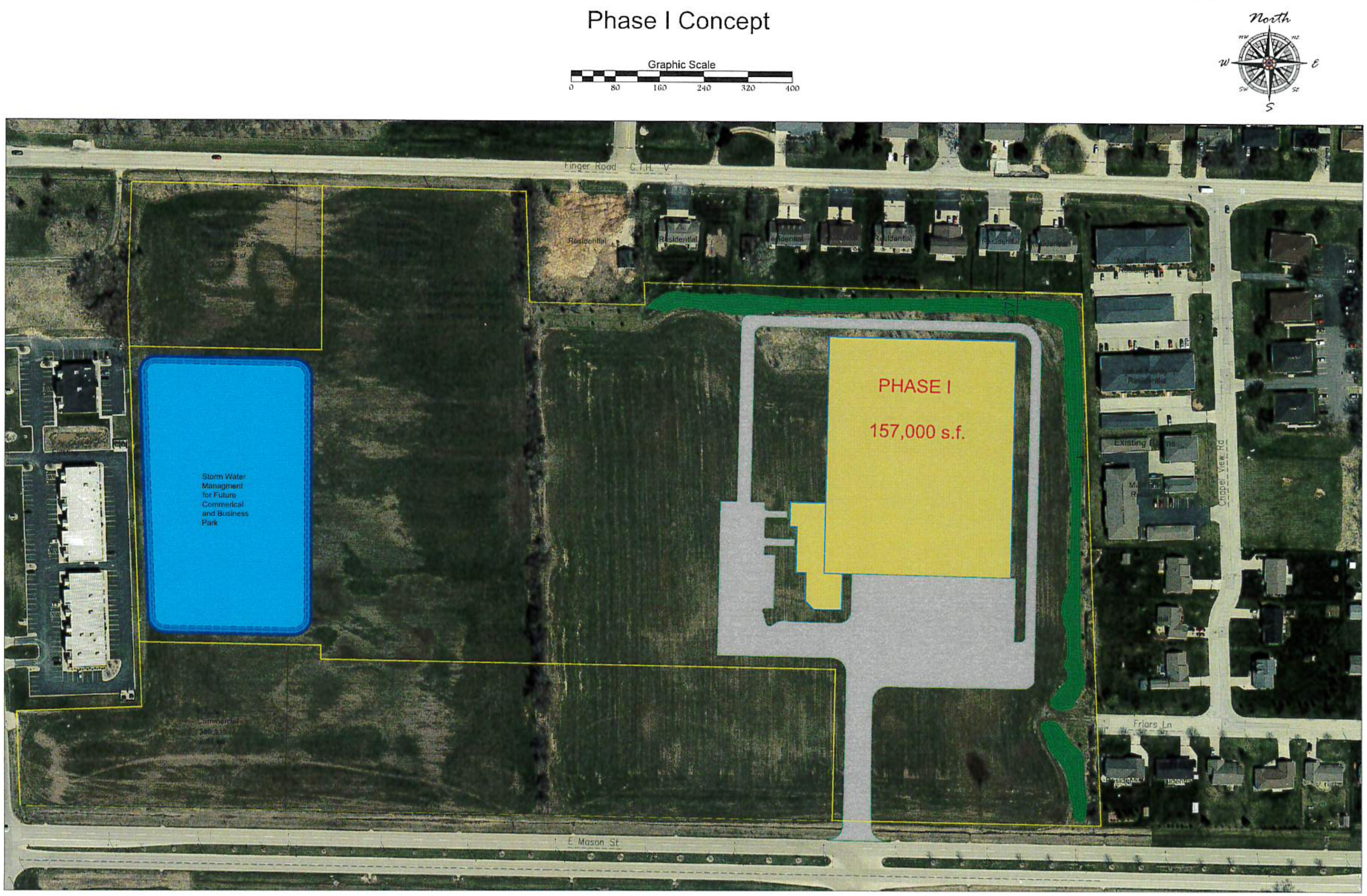
Existing Rights of Way and Easements

No projected issues are known.

Development in Phases

While a specific user is not known, a facility as large as one which is projected likely would occur in phases. A targeted user would likely phase a light manufacturing distribution facility in four phases. Each phase would likely need one year to build out from start to operations. Market demands for potential users like cold storage distribution facilities are in high demand and project to be into the future. A full build out is likely.

Phase I Concept



SCALE 1"=80'
DRAWN BY JEL

TAX PARCEL NO. 21-165, 21-167

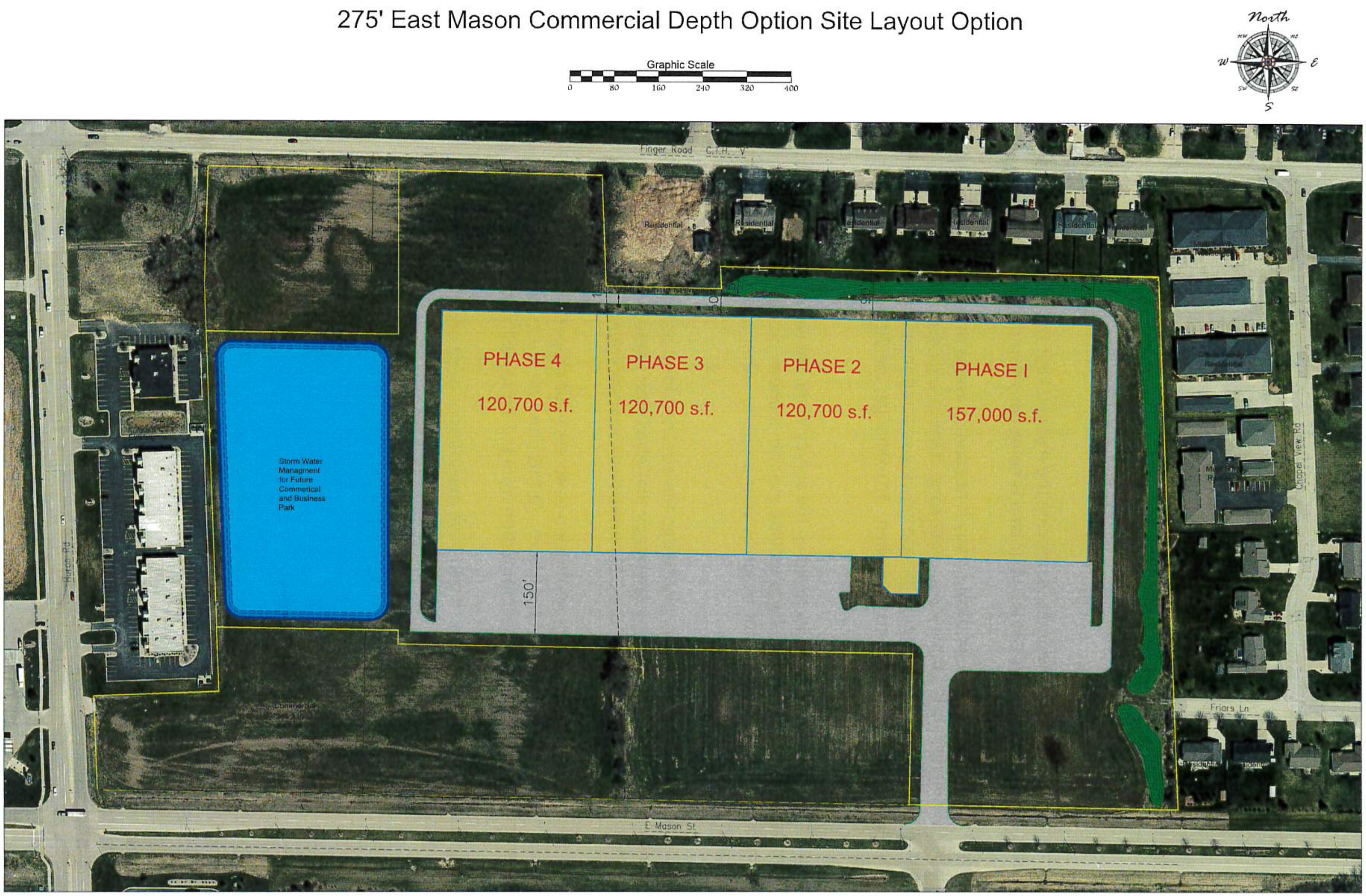
Phase I
Concept

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

Sahara Imperial Group LLC
G & H Properties LLP

PROJECT NO. T-17614
SHEET NO. 1 of 1
DRAWING NO. S-2977

275' East Mason Commercial Depth Option Site Layout Option



SCALE 1"=80'

DRAWN BY JEL

TAX PARCEL NO. 21-169, 21-167

275' E Mason Offset
Concept Layout Option

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

Sahara Imperial Group LLC
G & H Properties LLP

PROJECT NO. T-17614

SHEET NO. 1 of 1

DRAWING NO. S-2960

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	Jessica Deal, Staff

AGENDA ITEM # Q.2.

To deny the request to amend the City of Green Bay Smart Growth 2022 Comprehensive Plan Land Use recommendation for properties located in the 1600 Block W. Mason Street from Low Density Housing to Commercial land use.

BACKGROUND

Primary Address: 1600 Block W. Mason Street

Alderperson/District: Ald. John Vander Leest/11

Reason for Request: To allow for future rezoning of the area for a drive-thru restaurant.

Surrounding Zoning and Land Uses:
Subject Properties: Varied Density Residential (R3), one vacant lot, single and two-family uses.

North: C1 – General Commercial	Commercial/rail
South: R1 – Low Density Residential	Single-family homes
West: R3 – Varied Density Residential	Multi-family
East: C2 – Highway Commercial	Commercial/restaurant

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Low Density Residential land uses. The applicant is requesting Commercial land uses for the subject parcels.

Analysis: This request is in response to the proposed development of a drive-thru restaurant on the south side of the 1600 Block of W. Mason Street. The amendment includes five (5) parcels between Mitchell Street and Irvington Street with one owner controlling 705-707 Mitchell Street, 1615 and 1619 W. Mason Street. The second owner controls 1603 W. Mason Street, Tax Parcel 6-385 and a vacant lot to the west. All five (5) parcels are zoned Varied Density Residential (R3) and there are no pending zoning violations on the subject properties.

The applicant proposes to acquire the residential properties along the south side of W. Mason Street and raze the existing structures and construct an Arby's drive-thru restaurant. This proposed restaurant is west across Irvington Street from the existing Arby's restaurant.

In order to establish the drive-thru restaurant use, the Comprehensive Plan needs to be amended to a commercial land use. Eventually, the subject area would need a rezoning to Highway Commercial (C2) zoning to permit the sales of autos. A narrative and a copy of the conceptual site plan have been provided by the applicant and are attached within this agenda.

The Smart Growth 2022 Comprehensive Plan establishes the following review criteria for periodic amendments:

The change is consistent with the goals and objectives or other elements of Smart Growth 2022. Staff feels the proposed changes do not provide similar land uses compatible to adjoining properties.

The change does not create an adverse impact on public facilities and services that cannot be mitigated. Public facilities and services include roads, sewers, water supply, drainage, schools, police, fire and parks.The proposed development is located within the Urban Service Area and there are no significant issues relative to services or facilities.

Development resulting from the change does not create an undue impact on surrounding properties. Such development should be consistent with the physical character of the surrounding neighborhood or would upgrade and improve its viability.
The residential uses to the south will need to be buffered from the higher intensity commercial use. Additional light and noise may be a determent to the residential properties.

The change allows a more viable transition to the planned uses on adjacent properties than the current land use.There will not necessarily be a better transition of uses between the residential properties to the north and the proposed drive-thru restaurant.

The change does not have a significant adverse impact on the natural environment including trees, slopes, and groundwater, or the impact could be mitigated by improvements on the site or in the same vicinity.There are no anticipated environmental impacts.

There is a change in City policies or neighborhood characteristics that would justify a change.Not applicable.

The change corrects an error made in the original plan.Not applicable.

There is a community or regional need identified in the Comprehensive Plan for the proposed land use or service.Not applicable.

The change helps the City meet its life-cycle and affordable housing goals.Not applicable.

The change does not adversely impact any landmarks or other historically significant structures or properties unless mitigated through relocation, commemoration or dedication.There are no known landmarks.

The subject parcels in the 1600 Block of W. Mason Street are currently residential and are consistent with the adjoining low density residential neighborhood to the south and west. The current Varied Density Residential (R3) zoning provides an appropriate transition from the commercial areas of W. Mason Street and S. Military Avenue to the low density residential uses found along portions of Irvington Street and Mitchell Street. Further, staff believes higher density residential land uses are a more compatible land use with the neighborhood compared to a commercial one.

The current proposed land use as MIROH is intended to create a medium density, mixed use development that provides a more appropriate long-term land use that will be beneficial to the immediate neighborhood. The proposed land use change would not be adjacent to similar uses and does not fit the intended MIROH land uses along both sides of W. Mason Street.

As a result, staff feels the commercial corridor should not extend any further west in keeping with the City's Comprehensive Plan as well as the Military Avenue Market Analysis and Corridor Design Plan. Instead, staff

believes the proposed protrusion to the west will create a disruption to the residential nature of the area. Based on the proposed development, staff feels the requested amendment and subsequent development does not represent a compatible land use with surrounding properties and the immediate neighborhood. From a land use perspective, the proposed use of a drive-thru restaurant creates a more intensive land use and begins to infringe onto the adjacent residential neighborhood.

Sufficient commercial sites and capacity for auto dependent uses are found and better suited along both North/South Military Avenue as recommended by the Military Avenue Plan; portions of W. Mason, east of S. Military Avenue also provide options for auto dependent uses.

The Public Participation Plan for Periodic Comprehensive Plan Amendments is being followed for this request. Notice has been provided of the public hearings both at the Plan Commission and the Common Council. The applicant did conduct a neighborhood meeting, at staff's request, to gain input from the immediate neighbors and the neighborhood association.

Traffic concerns were raised by neighbors at the meeting; however, after consulting with the City's Traffic Engineer, a detailed traffic analysis is not required. If approved, traffic issues can be handled on a site specific basis and not deter from the existing traffic patterns of the area with a coordinated effort from the applicant, see attached email within this agenda packet.

No written concerns were submitted to staff as of the drafting of this report. Property owners were noticed of the Public Hearing and action item per the standard notification process of the Plan Commission Rules & Policies. Ald. J. Vander Leest and the Firemans Park Neighborhood Association were also noticed.

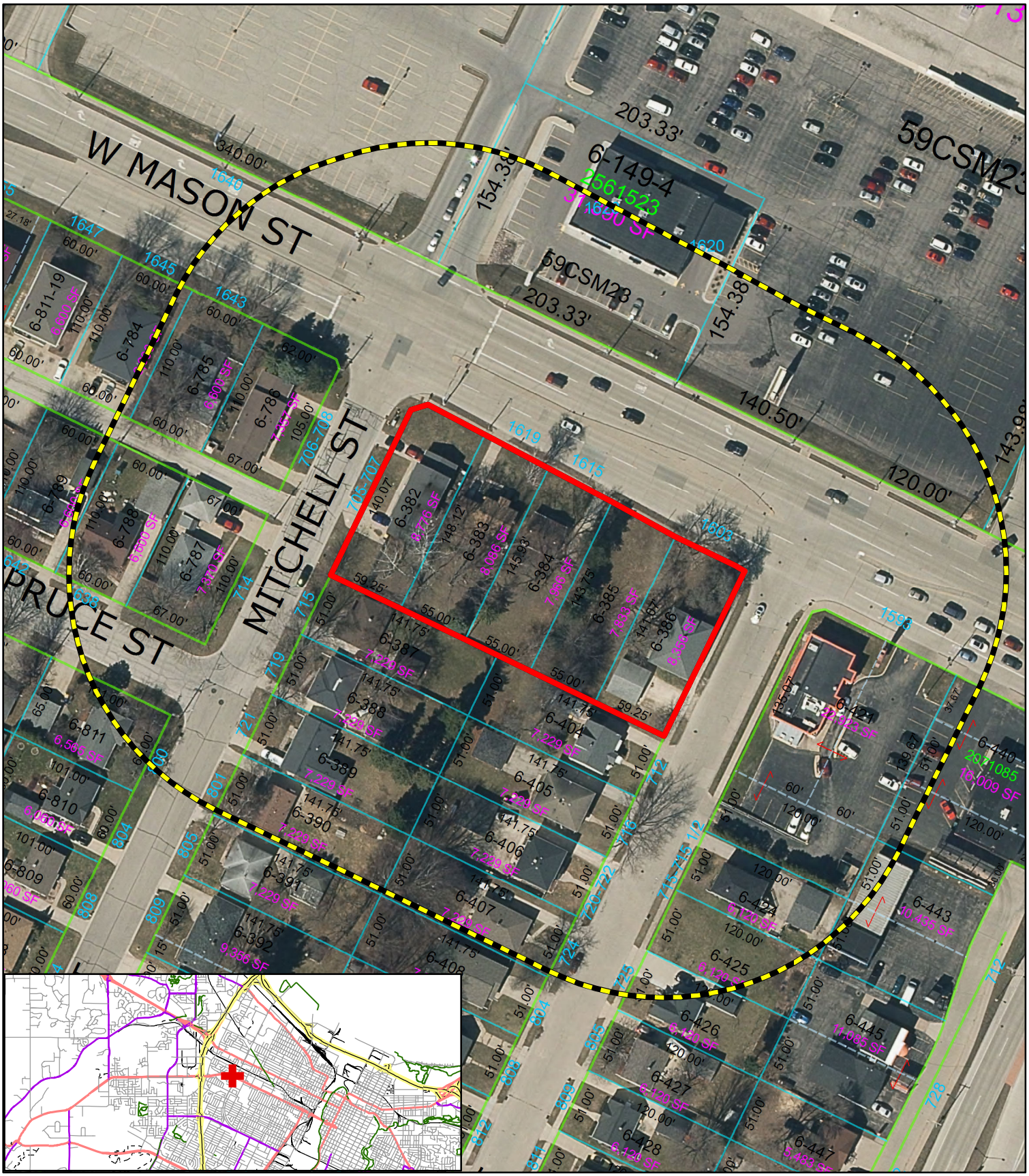
RECOMMENDATION

Denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. CPA 18-05 map loc
2. Arby's proposed development (W Mason St)
3. Arby Site Plan _TruckTurn



Subject Area

200' Property Owner Notice

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Map prepared by PN

N

0 5,000 10,000 Feet

Comprehensive Plan Amendment (CPA 18-05)
Revise properties located in the
1600 Block West Mason Street from
Low Density Housing to Commercial land use

From: Dave Hansen
To: Paul Neumeyer
Cc: Steven Grenier
Subject: Arby"s proposed development (W Mason St)
Date: Tuesday, August 07, 2018 12:04:04 PM

Paul,

I conducted a trip generation analysis of the proposed Arby's restaurant on W Mason St between Mitchell and Irvington Sts. The forecasted traffic is not anticipated to exceed the traffic volume thresholds that would require the developer to conduct a traffic impact analysis. However, the internal site traffic circulation would result in most customers using Irvington St as the primary ingress and egress street. Given the proximity of Irvington St to the busiest signalized intersection in the city, Military Ave & Mason St, I would expect that the northbound to westbound exiting movement at the Irvington-Mason intersection to result in vehicle crashes. This issue could easily be resolved by rotating the store 180 degrees, resulting in a counter-clockwise traffic flow which would then use Mitchell St as the primary ingress-egress street. And as we know, that intersection is signalized, which would provide protected northbound to westbound left turning movements. This proposed site layout change would significantly improve traffic safety along W Mason St.

Regards,

David J.A. Hansen, P.E., PTOE | *Traffic Engineer*

City of Green Bay | Public Works | Traffic Division | Engineering

100 N Jefferson St, Room 300, Green Bay, WI 54301-5026

Office 920.448.3100 Fax 920.448.3102

Email daveha@greenbaywi.gov Web http://greenbaywi.gov/publicworks/traffic/

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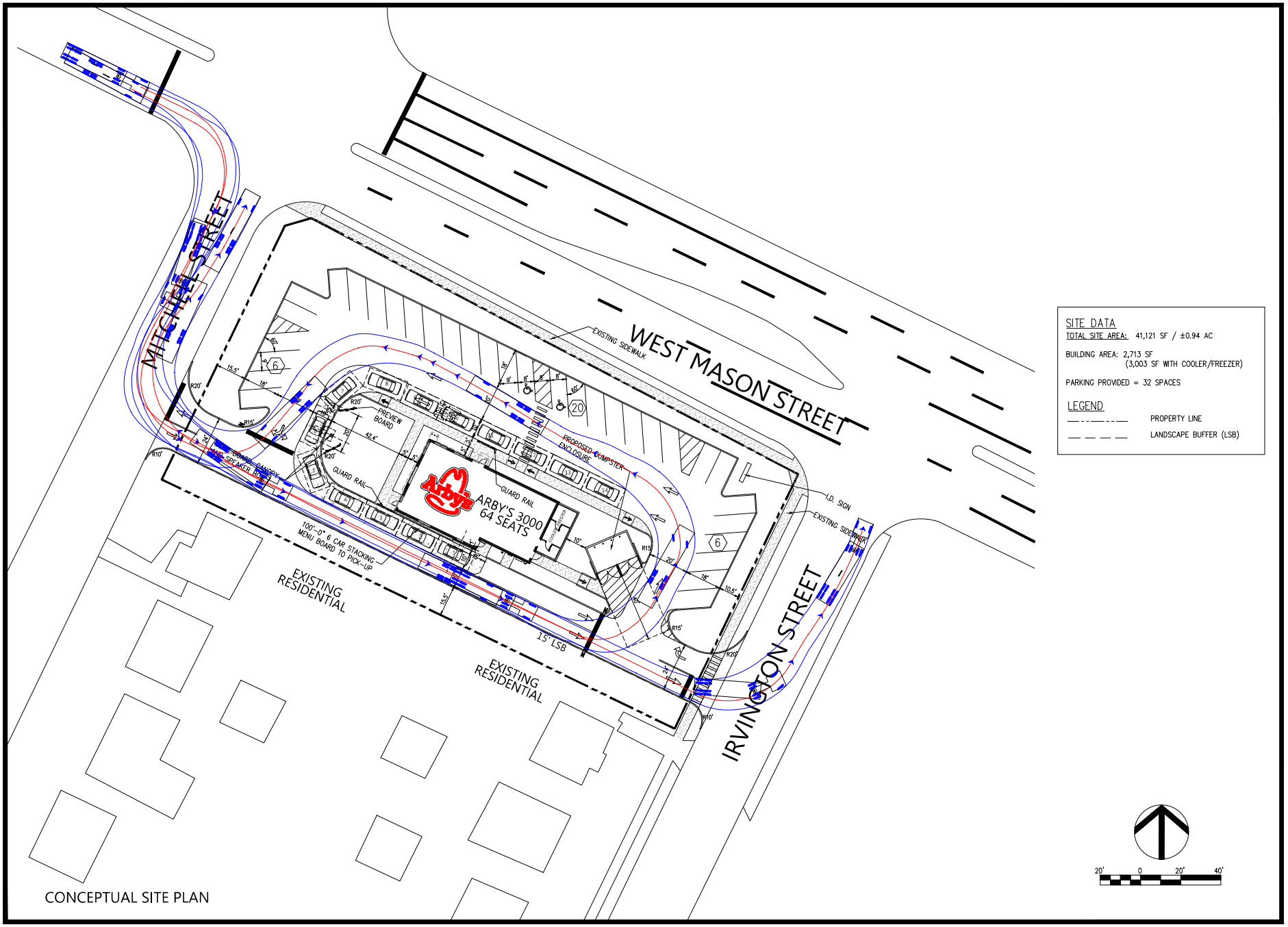


CONCEPTUAL SITE PLAN

Z DEVELOPMENT services
CA 29354
708 E. COLONIAL DR., STE 100
ORLANDO, FL 32803
PH: (407) 271-8910
FAX: (407) 442-0604

REVISION	DATE	REVISION	DATE

ARBY'S
WEST MASON STREET
GREEN BAY, WISCONSIN

DATE: 06/12/18
DRAWN: BA
CHECKED: RZ

CP1

PROJECT NO.: 2018.156

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	David Buck, Staff

AGENDA ITEM # Q.3.

To authorize a Conditional Use Permit (CUP) to permit a minor auto repair in a Downtown One (D1) District at 523 N. Broadway, subject to the following conditions:
a. Compliance with all regulations of the Green Bay Municipal Code.
Stripe stalls as indicated on site plan including one required handicap stall.
b. Close portions of Bond Street curb-cut and unneeded pavement and return to grass.
c. Close entire North Broadway curb-cut and return to grass.
d. Wheel stops be installed for stalls along North Broadway property line/sidewalk.
e. No outdoor storage of any materials.
f. Outdoor display is in a professionally constructed case that can either be locked or brought in after business hours.
g. No inoperable or unregistered vehicles not associated with repair work to be stored on-site. Those associated with repair may be parked no greater than 30 days.
h. No outdoor repair work permitted.
i. Hours of operation limited to between 6 a.m. – 10 p.m.

BACKGROUND

Consideration with possible action on the request to authorize a Conditional Use Permit (CUP) to permit minor auto repair in a Downtown One (D1) District at 523 N. Broadway, submitted by Abi Velasco, operator, Bruce Johnson, property owner.

Primary Address: 523 North Broadway

Alderperson/District: Ald. Randy Scannell/District 7

Reason for Request: To allow a minor auto repair use on the subject property.

Subject Parcel Zoning and Land Use: The property is zoned Downtown One (D1) District and is currently used as a nonconforming automobile repair/service but is officially listed on assessment records as a legal nonconforming automobile sales business.

Surrounding Zoning and Land Uses:
North (across Bond): Downtown One (D1) Commercial Retail & Multiple-Family Homes

South: Downtown One (D1) Two-family Homes & Commercial Service

East (across Broadway): Light Industrial (LI) w/PUD Commercial Service & Temporary Parking

West: Office- Residential (OR) Single- & Two-Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates the west side of the 500 Block of N. Broadway for High Intensity Retail, Office or Housing (HIROH), east side of N. Broadway for Downtown

(DT), and the neighborhood to the west as appropriate for Low/Medium Density Housing (L/MDR). While Ch. 66.1001 Wis. Stats. does not specifically require Conditional Uses to meet consistency requirements, the proposed Conditional Use Permit for minor auto repair is not consistent with the land-use recommendation of the Comprehensive Plan. The proposed use is much more of a general Commercial (C) land-use focusing on automobiles with far less density and intensity than recommended in the HIROH designation.

Analysis: The request for the Conditional Use Permit (CUP) is to allow a minor auto repair facility at 523 N. Broadway. The use, T's Tires LLC, is currently operating illegally from the subject property. Following action by Inspection Division personnel, the tenant applied for the CUP. The applicant had previously operated the same business at 215 Elizabeth Street and had several complaints and citations for outdoor storage of tires and noncompliance with the approved site plan. The business then moved to and established the nonconforming use at 1909 Van Deuren Street, where following complaints on exterior storage and action by Inspection Division personnel, the tenant applied for the CUP. The CUP request was denied, primarily based on proximity to low-density residential and access issues.

The subject property is an existing 6,050 sq. ft. / 0.14 acre parcel located at the southwestern corner of the Bond Street-North Broadway intersection. The lot contains an approximately 1,400 sq. ft. single-story; automobile oriented commercial building with two service doors fronting Bond Street. The structure is a painted block building constructed in 1950. The site is also completely impervious asphalt with an unused curb-cut/driveway onto North Broadway, an extremely oversized (60+ ft.) curb-cut/driveway on Bond, a curb-cut/driveway accessing the service bays off Bond and a fourth access from the adjacent alley to the west.

Following the initial CUP application, the petitioner and landowner met with staff and the Alderman to discuss specifics of the business operations and to evaluate the state of the existing property. It was learned that the property had been used by previous tenants as minor auto repair illegally for a number of years so the current tenant was unaware he required a CUP. Operations of this type of business in close proximity to residential uses as well as past history of the business itself prescribe that regulations pertaining to the business operations be included as conditions of the CUP including limiting the hours of operation, controlling exterior storage & display, and limiting parking of non-related vehicles.

Evaluation of the improvements on the lot revealed that parking had not been formally established for a number of years, the N. Broadway driveway is no longer in use, and one of the Bond Street driveways is oversized and extremely close to the intersection. These conditions create a confusing and potentially unsafe vehicular traffic condition with driveways leading into the front and sides of parking stalls. Lack of curbs within the parking lot also has the potential for vehicles to encroach over the public sidewalk. Following consultation with the Department of Public Works, staff determined that these conditions can be alleviated by striping the parking stalls, adding wheel stops at sidewalk locations, closing the Broadway driveway and closing portions of the oversized Bond Street driveway. Working with staff, the petitioner and owner have created a site improvement plan (included in the packet) to address issues on the site.

Staff supports the CUP request with proposed improvements as the structure and lot are designed for the proposed use, the potential for the redevelopment of the lot for higher intensity uses is unlikely due to its small size and limited street frontage, and the auto service use may be of value to the current and future mixed and higher density residential uses developing within the overall area. It is staff's opinion that the redevelopment potential of this site for higher intensity retail, office or housing will be dependent on consolidation of the property with others to the south along N. Broadway and that the interim use and site improvements associated with the CUP request will help to improve the "curb appeal" and function of the site at the intersection.

Ald. R. Scannell, the Fort Howard Neighborhood Association and surrounding property owners (within 200 ft.) have been notified of the request. As of the drafting of this report, staff has not received any objections.

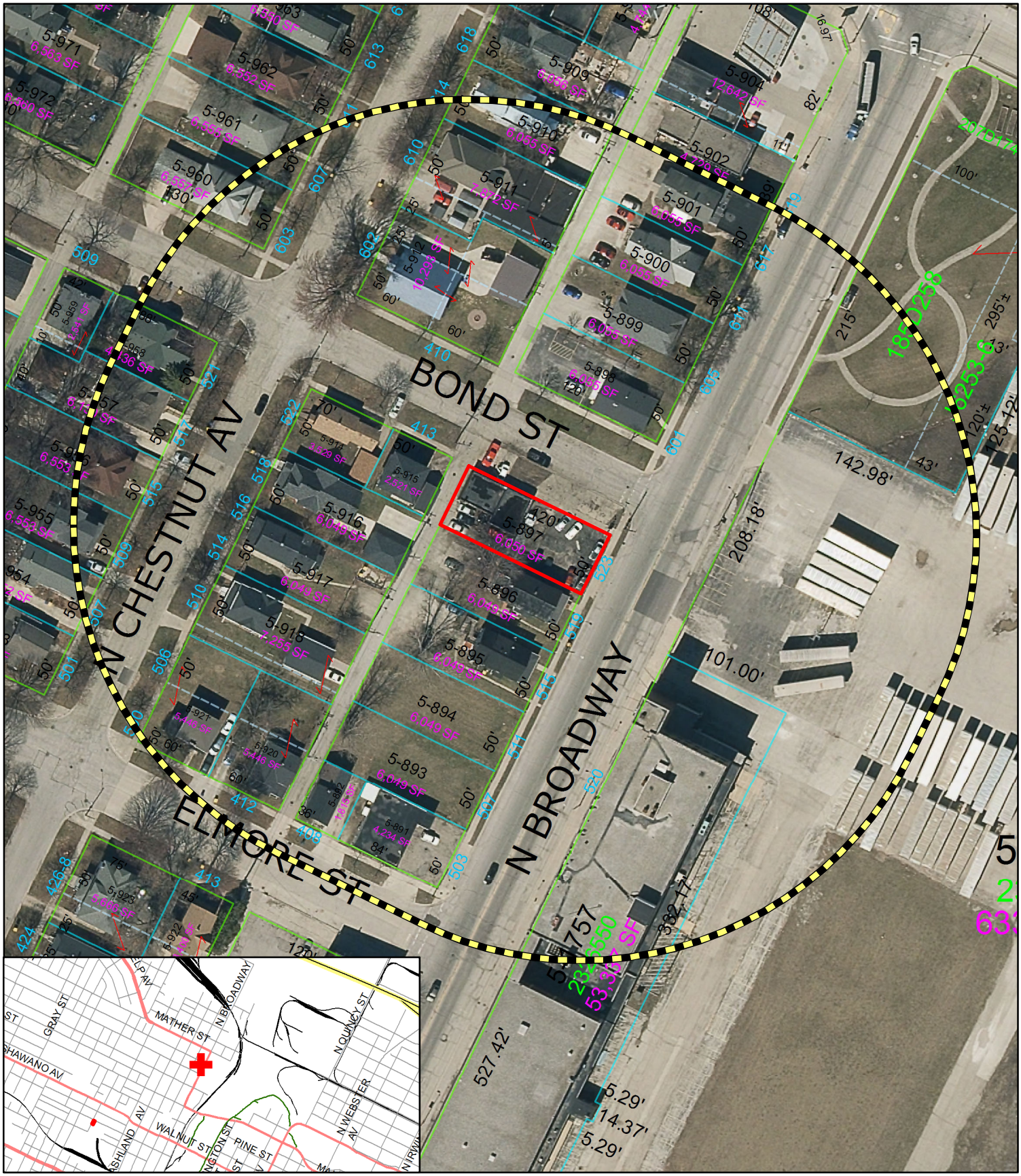
RECOMMENDATION

Approval of the request to authorize a CUP for a minor automobile repair use within the Downtown One (D1) District at 523 N. Broadway, subject to the following conditions:
a. Compliance with all regulations of the Green Bay Municipal Code.
b. Stripe stalls as indicated on site plan including one required handicap stall.
c. Close portions of Bond Street curb-cut and unneeded pavement and return to grass.
d. Close entire North Broadway curb-cut and return to grass.
e. Wheel stops be installed for stalls along North Broadway property line/sidewalk.
f. No outdoor storage of any materials.
g. Outdoor display is in a professionally constructed case that can either be locked or brought in after business hours.
h. No inoperable or unregistered vehicles not associated with repair work to be stored on-site. Those associated with repair may be parked no greater than 30 days.
i. No outdoor repair work permitted.
j. Hours of operation limited to between 6 a.m. – 10 p.m.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-22 Map_CUP 523 N Broadway
2. ZP 18-22 Narrative_523 n Broadway
3. ZP 18-22 Site Plan



Subject Property

200' + Notice Area

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Conditional Use Permit (ZP 18-22)

Request for a Conditional Use Permit (CUP) to permit minor auto repair in the Downtown One (D1) District at 523 North Broadway.

0 50 100 Feet

N

Proposed Conditional Use Permit (CUP) for minor automobile repair

523 N Broadway

523 N Broadway Green Bay WI 54302, T's Tires LLC - is a used tire shop. Tires/ rims are repaired, sold and installed. All labor is done inside the buildings garage. Minor tune ups are serviced - brake changes/window tinting, inside building garage as well. Hours of operation are Monday-Saturdays 9am-7pm. Currently only 1 employee. Weekly, there is approximately 10-50+ customers.

Business Owner,

Abisaid Velasco

Site Plan

523 North Broadway

Map is provided by the City of Green Bay for reference and display purposes only.
The City makes no claims regarding the accuracy or completeness of the image.

0 10 20
Feet

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	Stephanie Hummel, Staff

AGENDA ITEM # Q.4.

To authorize a Conditional Use Permit (CUP) to permit a single-family dwelling in a Varied Density Residential (R3) at 720 N. Broadway, subject to the following conditions:
a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a single-family dwelling.

BACKGROUND

Primary Address: 720 N. Broadway

Alderperson/District: Ald. Randy Scannell/7

Reason for Request: To establish a single-family use in an R3 Zoning District

Subject Parcel Zoning and Land Use:
Varied-Density Residential (R3)
Vacant lot

Surrounding Zoning and Land Uses:
North: Varied-Density Residential (R3) and Light Industrial (LI); single-family homes

South: Varied-Density Residential (R3) Single-family homes

East: Varied-Density Residential (R3); Single-family homes

West: Low-Density Residential (R1); single-family homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends light industry land uses on this parcel. Ch. 66.1001 Wis. Stats. does not specifically require Conditional Uses to meet consistency requirements. The proposed use of the subject property is compatible to and consistent with surrounding land uses.

Analysis: The subject property is an existing 6,752 sq. ft. parcel located at the intersection of N. Broadway and James Street. The lot is currently vacant after the demolition of a three-family home by the City's Redevelopment Authority. The RDA has an agreement with NeighborWorks Green Bay to develop a single-family home on this parcel.

A Conditional Use Permit (CUP) is required to establish the single-family use in this zoning district. All building code requirements have been met with the attached proposal.

Staff supports the CUP request. The surrounding properties are all used as single-family homes, regardless of

zoning district. NeighborWorks also has a similar project in the neighborhood that has received positive feedback.

Ald. R. Scannell, Fort Howard Neighborhood Association and surrounding property owners (within 200 ft.) have been notified of the request. As of the drafting of this report, staff has not received any objections.

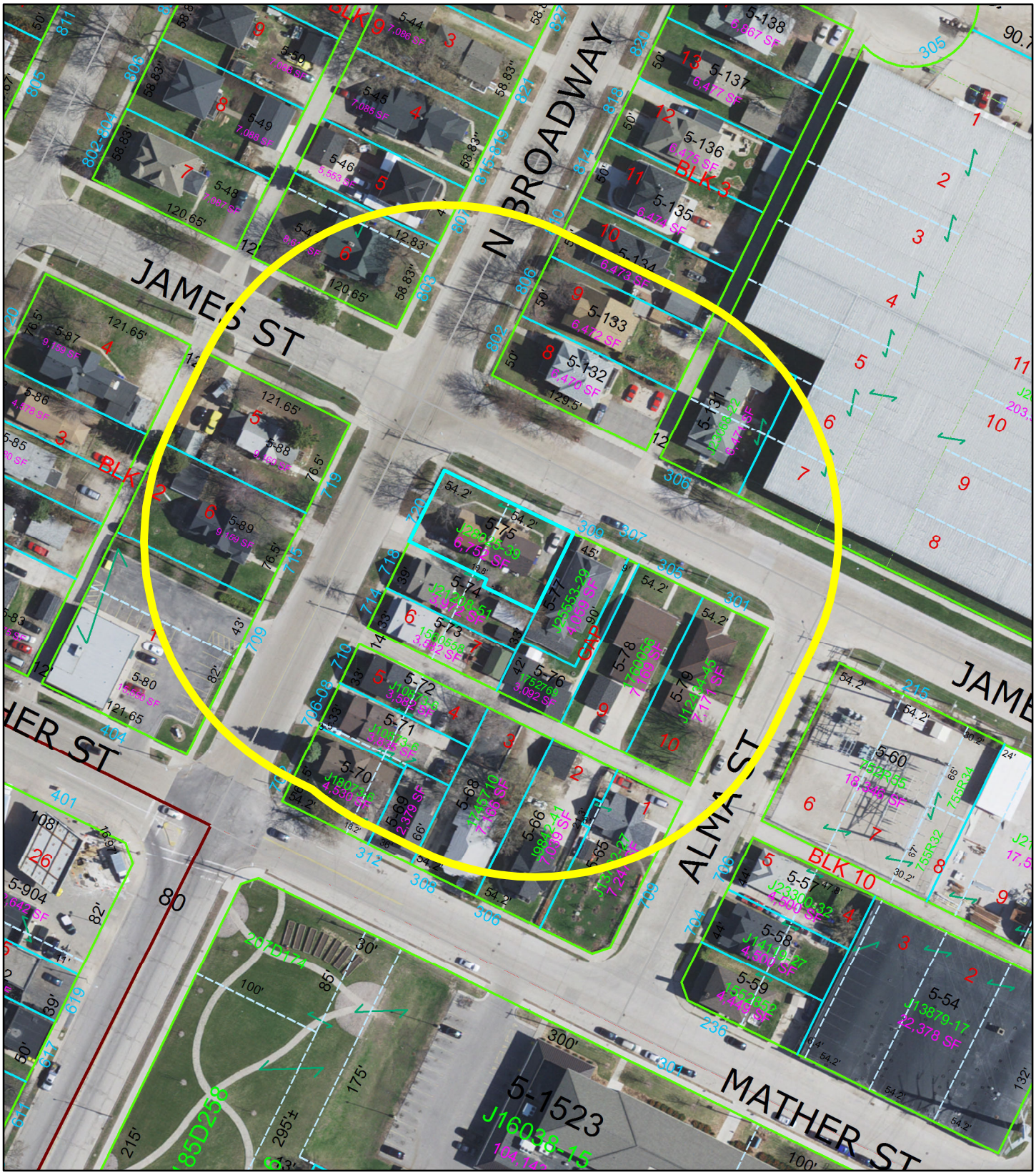
RECOMMENDATION

Approval of the request, subject to the following conditions:
a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a single-family dwelling.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-23, Map
2. ZP 18-23 Site Plan and Elevation 720 N Broadway



(ZP 18-23) Conditional Use Permit for a Single-Family Home in a Varied Density Residential (R3) Zoning District located at 720 N Broadway

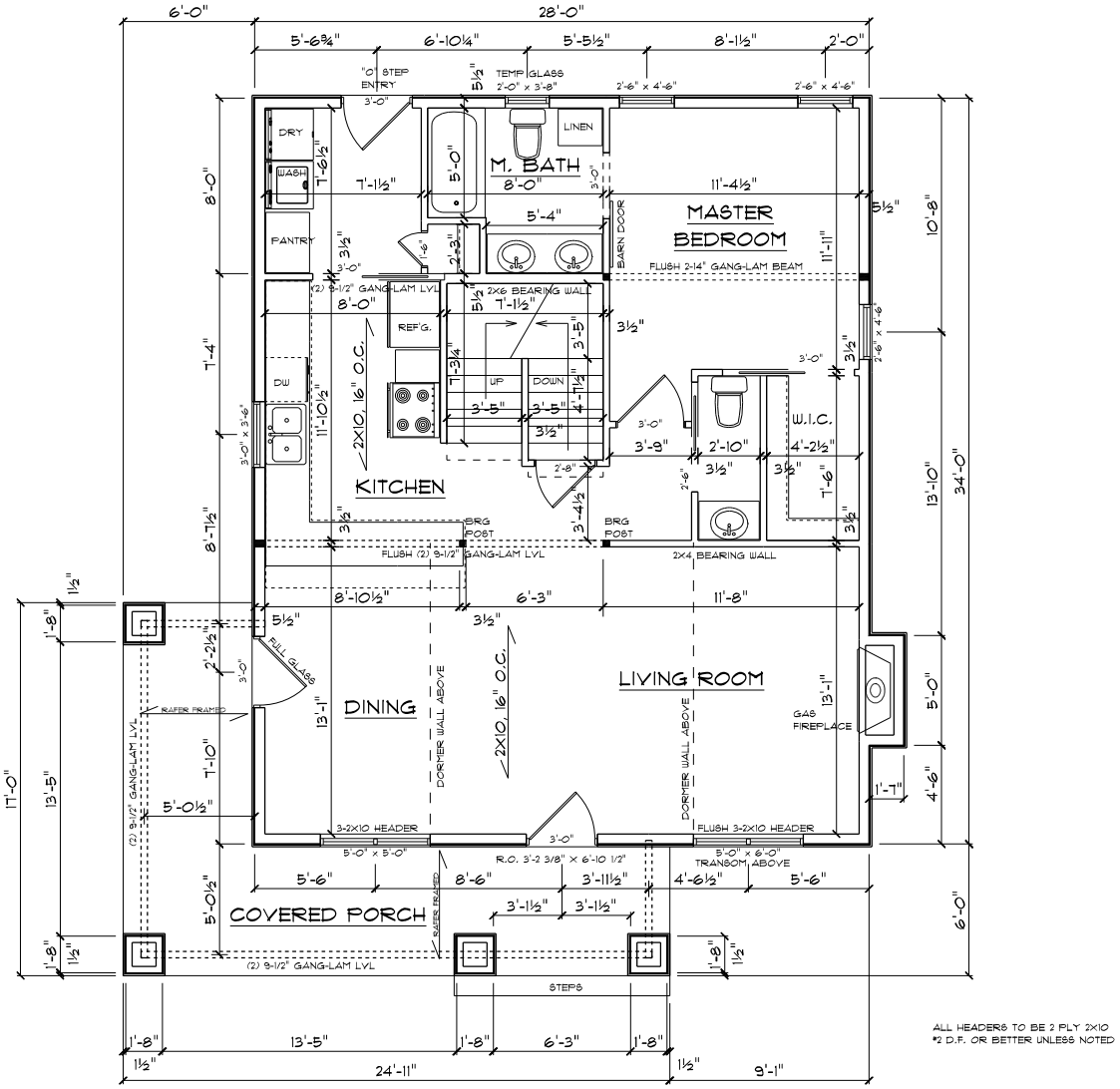
0 25 50 100 Feet

N

Subject Parcel

Notification Area

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 7/24/18
24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd



ALL HEADERS TO BE 2 PLY 2X10
#2 D.F. OR BETTER UNLESS NOTED

8'-1 1/8" WALLS

1ST FLOOR PLAN

952 SQ. FT.

NOTE: NO HOLES MAY BE BORED THRU BEARING WALLS
(INTERIOR & EXTERIOR) UNLESS ENGINEERED

REVISED	BY

WEBSITE:
www.mcmonaglelumber.com
E-MAIL:
mcmonaglelumber@yahoo.com

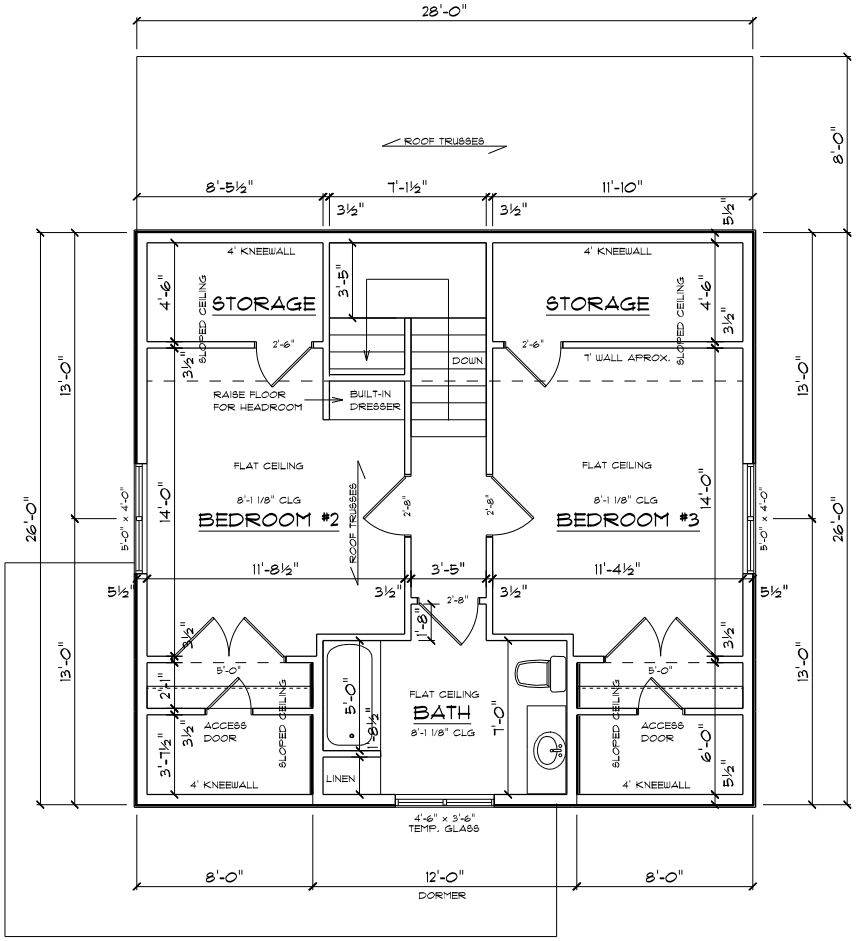
McMonagle
MORE THAN JUST LUMBER
1105 N. ASHLAND AVE., DE PERE, WI 54115
(920) 336-3134 (920)336-3136 FAX

NEIGHBORWORKS
NEW RESIDENCE FOR:
720 N. BROADWAY, GREEN BAY, WISCONSIN

DRAWN BY	M.A.P.
DATE	7-9-18
SCALE	1/4"=1'-0"
DRAWING NO.	18-137

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR SAME.

SHEET NO. 2 OF 6



2ND FLOOR PLAN

728 SQ. FT.

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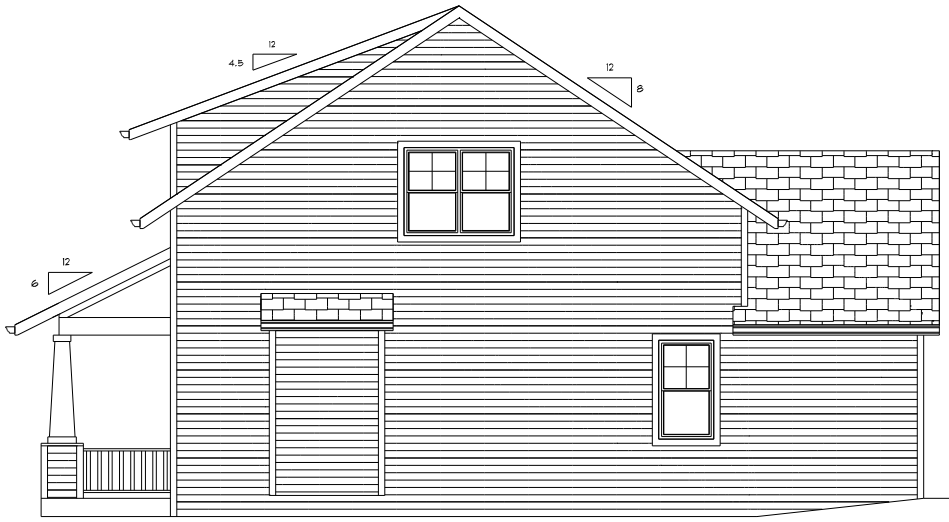
SHEET NO. 3 OF 7



RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

FRONT ELEVATION

REVISED	BY

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NEIGHBORWORKS
NEW RESIDENCE FOR:
720 N. BROADWAY, GREEN BAY, WISCONSIN

DRAWN BY	M.A.P.
DATE	7-9-18
SCALE	1/4"=1'-0"
DRAWING NO.	18-137

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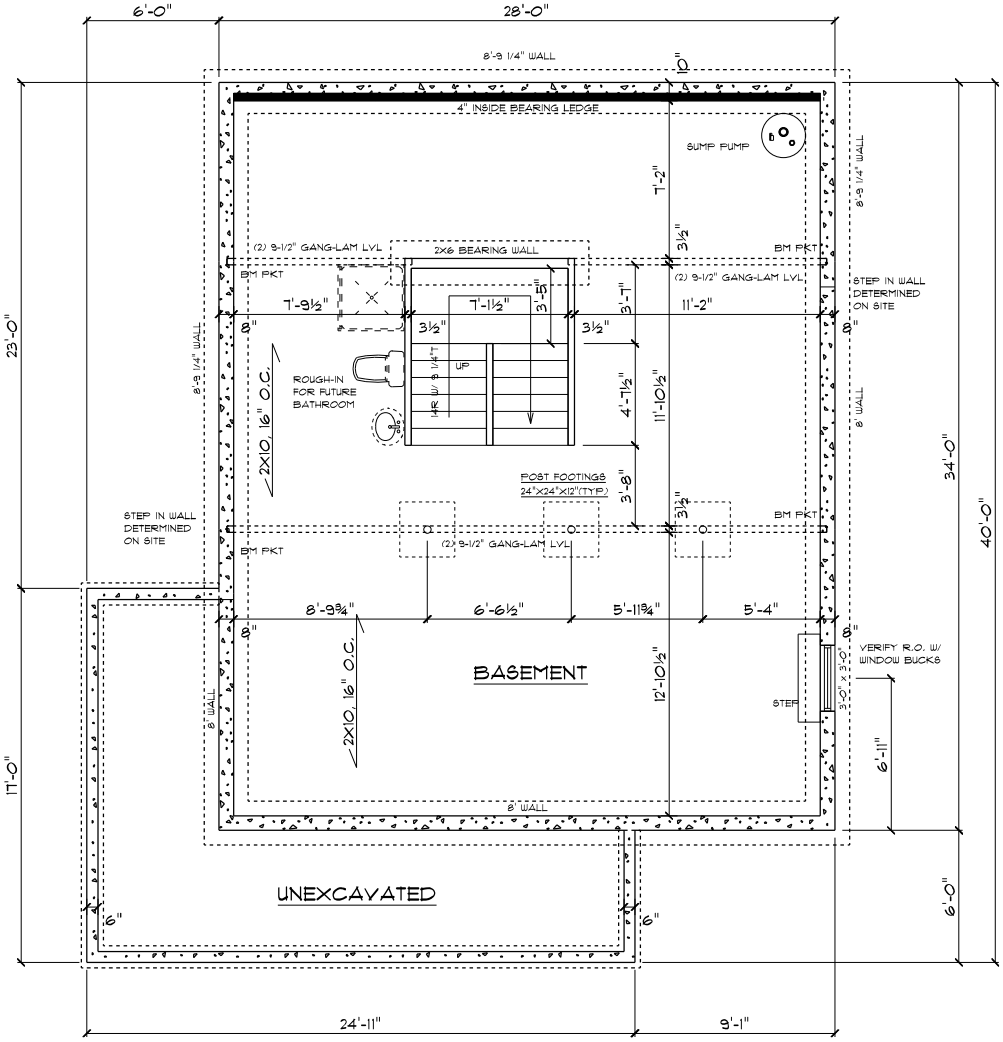
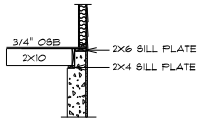
SHEET NO. 1 OF 6



FOUNDATION PLAN



INSIDE LEDGE DETAIL

REVISED	BY

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www.mcmonagle lumber.com
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mcmonagle lumber@yahoo.com

McMonagle
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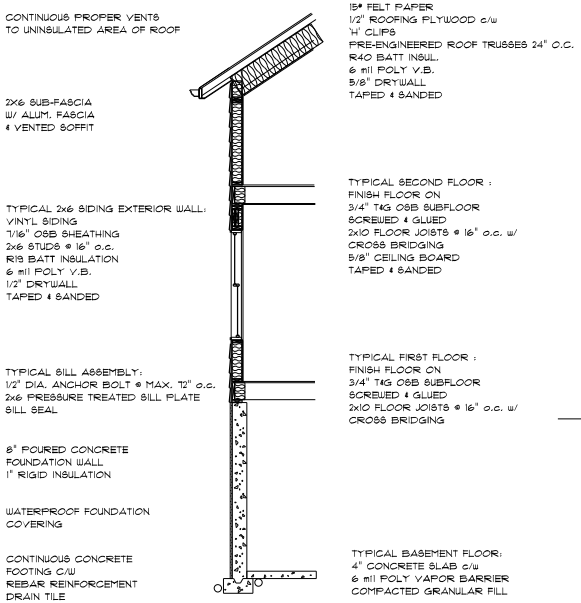
NEIGHBORWORKS
NEW RESIDENCE FOR:
720 N. BROADWAY, GREEN BAY, WISCONSIN

DRAWN BY	M.A.P.
DATE	7-9-18
SCALE	1/4"=1'-0"
DRAWING NO.	18-137

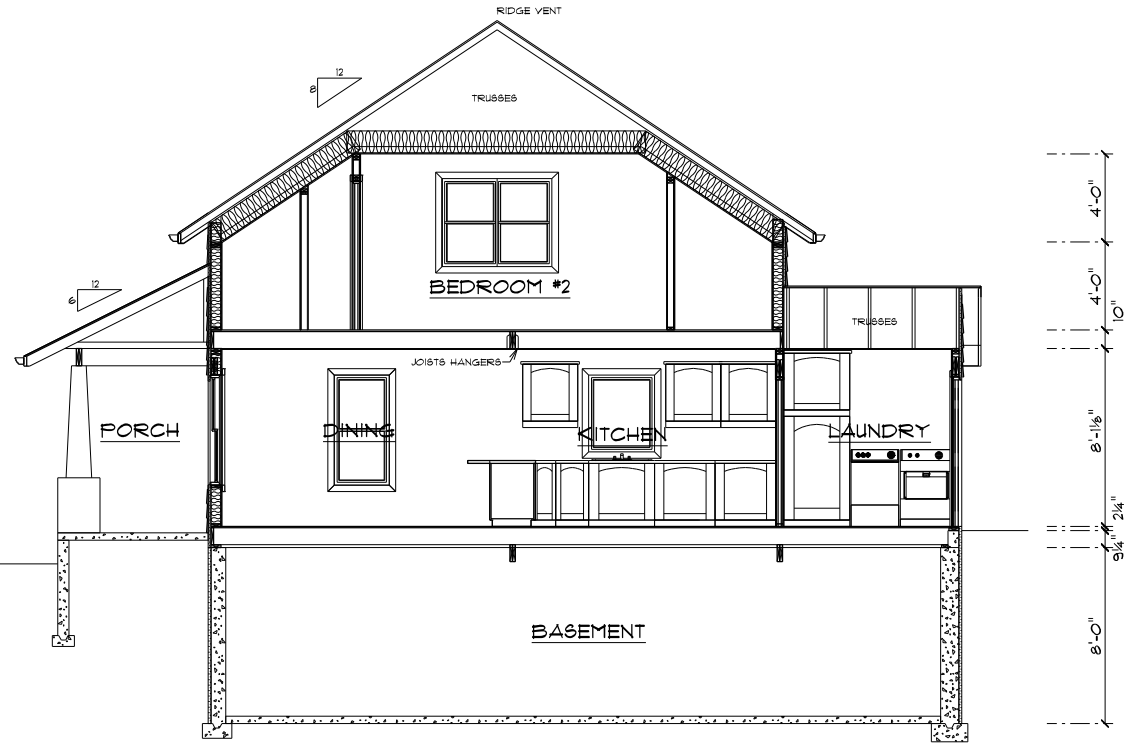
ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR MUST CHECK ALL DETAILS AND DIMENSIONS AND BE RESPONSIBLE FOR SAME.

SHEET NO. 4 OF 6



TYPICAL SECTION

SCALE: 1/4" = 1'-0"



CROSS SECTION A-A

SCALE: 1/4" = 1'-0"

REVISED	BY

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(920) 336-3134 (920)336-3136 FAX

NEIGHBORWORKS
NEW RESIDENCE FOR:

720 N. BROADWAY, GREEN BAY, WISCONSIN

DRAWN BY	M.A.P.
DATE	7-9-18
SCALE	1/4"=1'-0"
DRAWING NO.	18-137

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SHEET NO. 5 OF 6

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	Jessica Deal, Staff

AGENDA ITEM # Q.5.

To rezone the property at 1000 Main Street and 1003 Pine Street from General Commercial (C1) to Highway Commercial (C2).

BACKGROUND

Primary Address: 1003 Pine Street/1000 Main Street

Alderperson/District: Ald. Randy Scannell/7

Reason for Request: To permit subject area for auto sales.

Subject Parcel Zoning and Land Use: General Commercial (C1), used car sales/vacant commercial building.

Surrounding Zoning and Land Uses:

North:	General Commercial (C1)	Vacant restaurant
South:	Office/Residential (OR)	Residential
East:	Highway Commercial (C2)	Car Wash
West:	General Commercial (C1)	CVS

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan recommends commercial uses. The recommended land-use designation was changed from Medium Intensity Retail Office and Housing (MIROH) to Commercial (C) is pending and is scheduled for a public hearing and final ordinance reading on August 21, 2018 at Common Council.

Analysis: This request is in response to the proposed expansion of an auto dealership at 1003 Pine Street. Currently, 1000 Main Street is the location of Nearly New Auto & Truck and is operated by the applicant. This request would permit the expansion of the existing auto dealership from 1000 Main Street to the south along North Webster Avenue. The subject parcels are currently zoned General Commercial (C1) and currently vehicle sales are nonconforming in the C1 district.

The applicant wishes to remove a portion of the building at 1003 Pine Street and retain a rear portion of the building and re-face the exterior walls and pave the frontage along North Webster Avenue and Pine Street for vehicle sales.

This rezoning request is the follow-up to the pending 2022 Smart Growth Comprehensive Plan amendment (CPA 18-02) and is the next step for the expanded dealership. The requested change in zoning is consistent with the recommendation of the 2022 Smart Growth Comprehensive Plan CPA 18-02.

Ald. R. Scannell, adjacent property owners, Olde Main Street, Inc. and the Downtown Neighborhood association were noticed. No written concerns were submitted to staff as of the drafting of this report.

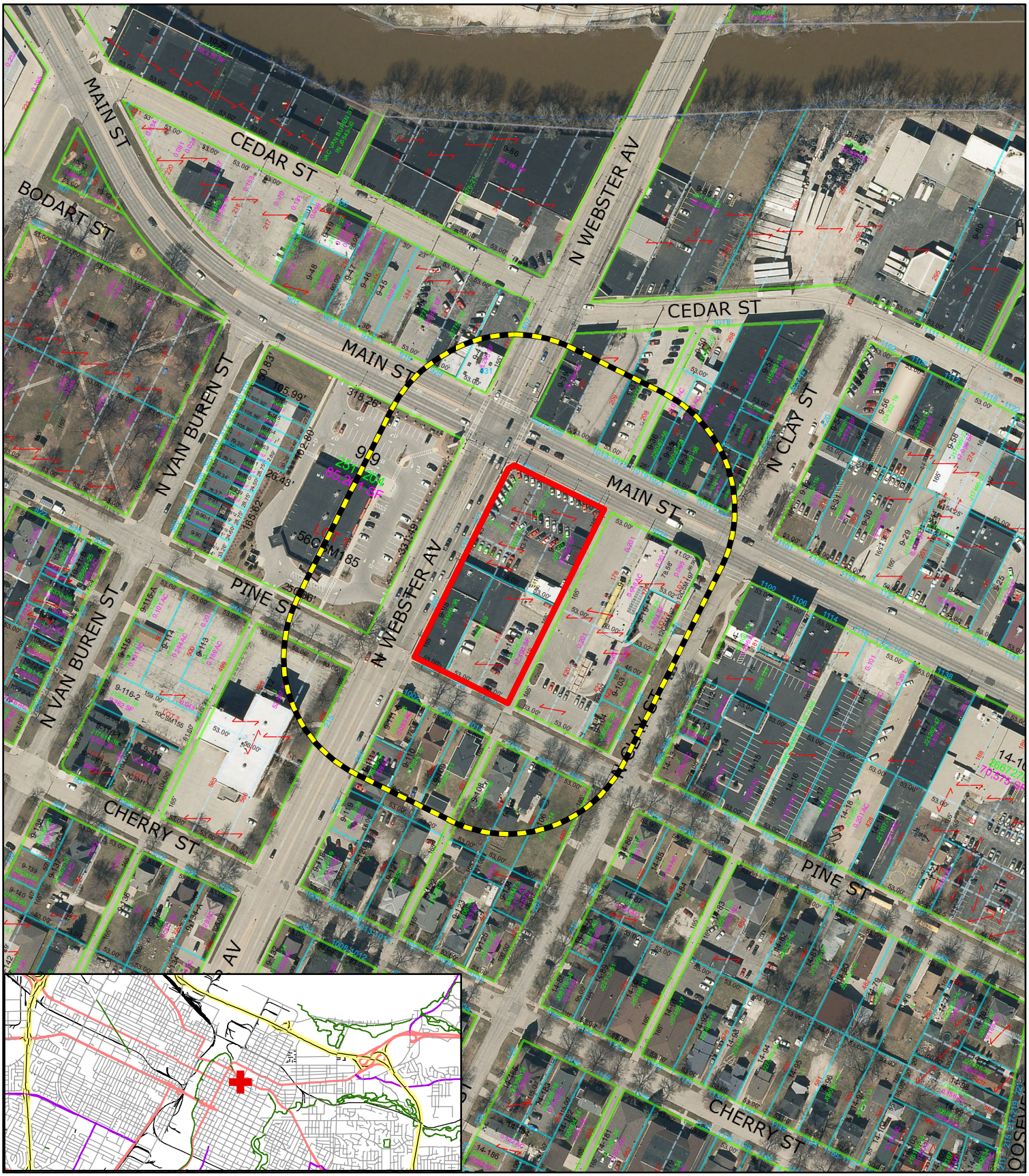
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-26 Loc Map



Subject Area

200' Property Owner Notice

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Map prepared by PN

N

0 5,000 10,000 Feet

Zoning Petition (ZP18-26)
Rezone 1000 Main Street and 1003 Pine Street from General Commerical (C1) to Highway Commercial (C2) district.

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	David Buck, Staff

AGENDA ITEM # Q.6.

To authorize a Conditional Use Permit (CUP) to permit a two-family dwelling in the Office/Residential (OR) District at 225 N. Ashland Avenue, subject to the following conditions:
a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
b. Submittal of a site plan and building permit(s) establishing minimum parking in compliance with Chapter 13-1700, Green Bay Zoning Code.
c. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

BACKGROUND

Consideration with possible action on the request to authorize a Conditional Use Permit (CUP) to permit a two-family dwelling in the Office/Residential (OR) District at 225 N. Ashland Avenue, submitted by Sandy Markiewicz, Cover Rentals LLC.

Primary Address: 225 N. Ashland Avenue

Alderperson/District: Ald. Brian Johnson/District 9

Reason for Request: To re-establish a discontinued nonconforming two-family use on the subject property.

Subject Parcel Zoning and Land Use: The property is zoned Office Residential (OR) District and is currently a vacant single-family home.

Surrounding Zoning and Land Uses:
North: Office-Residential (OR) Single- and Multiple-Family Homes

South: Office-Residential (OR) Single-family Homes

East (across Ashland): Office-Residential (OR) Single-Family Homes and Surface Parking

West: Low Density Residential (R-1) Two- and Multiple Family Homes

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as appropriate for Low/Medium Density Housing with spotted areas to the north and west designated for Medium/High Density Housing. While Ch. 66.1001 Wis. Stats. does not specifically require Conditional Uses to meet consistency requirements, the proposed Conditional Use Permit is consistent with the land-use recommendation of the Comprehensive Plan. The proposed use is compatible to and consistent with surrounding uses.

Analysis: The subject property is an existing 6,950 sq. ft. / 0.16 acre parcel located on the west side of N. Ashland Avenue, mid-block between Dousman Street and Hubbard Street. The lot contains a 1,884 sq. ft.

two-story, two-family structure constructed in 1900 as a single-family dwelling. The site is also improved with a 22 ft. X 36 ft. driveway/parking pad off the alley that runs between N. Oakland Avenue and N. Ashland Avenue.

The home had been converted to a two-family sometime in the past; however, lost its legal nonconforming two-family status in 2015 as it had been being used as a single-family home for greater than 12 months. The home was condemned in June 2018 due to persistent and continual sanitation and housing code violations and was subsequently put up for sale. The petitioners/applicants will be closing on the property in August 2018 and desire to re-establish the two-family use. They intend to renovate the property maintaining its current design while upgrading interior plumbing and plumbing fixtures, upgrading electrical if needed, plastering and painting and new flooring. The exterior appearance will also be improved by replacing all windows and doors, repairing all decks and painting. Additionally, a two-stall detached garage is proposed to be constructed with access from the alley.

A Conditional Use Permit (CUP) is required to re-establish the two-family use in this zoning district. Two on-site parking spaces are required for each unit (for four total spaces) to achieve parking code compliance for the two-family use. Although a conceptual site plan for a new 24 ft. X 24 ft. garage has been included with the application depicting the required parking stalls, staff recommends that a formal site plan be filed with the City that delineates proposed parking improvements.

Staff supports the CUP request as the two-family use is harmonious with surrounding low-med density residential make-up of the neighborhood, the lots location on N. Ashland Avenue and is consistent with the land-use recommendation of the Comprehensive Plan. Ald. B. Johnson, the Fort Howard Neighborhood Association and surrounding property owners (within 200 ft.) have been notified of the request. As of the drafting of this report, staff has not received any objections.

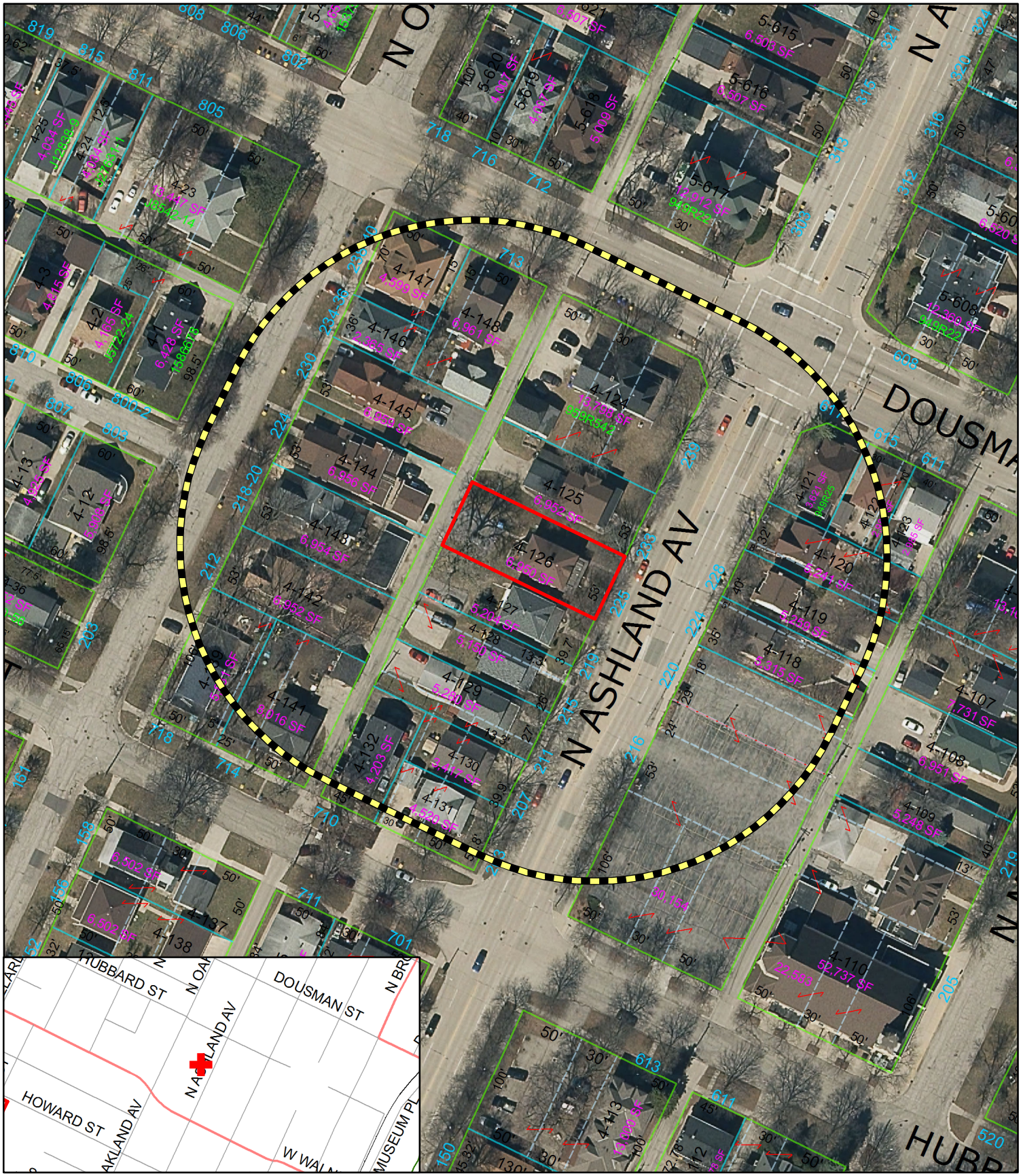
RECOMMENDATION

Approval of the request to authorize a CUP for a two-family residential use within the Office-Residential (OR) District at 225 Ashland Avenue, subject to the following conditions:
a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
b. Submittal of a site plan and building permit(s) establishing minimum parking in compliance with Chapter 13-1700, Green Bay Zoning Code.
c. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-27 Map_CUP 2-fam at 225 N Ashland
2. ZP 18-27 Narrative CUP 2F_225 N Ashland
3. ZP 18-27 Plan CUP 2F_225 N Ashland



Subject Property

200' Notice Area

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Zoning Petition (ZP 18-27)

Request for a Conditional Use Permit for a Two-Family Use in the Office/Residential (OR) Zoning District at 225 N. Ashland Ave.

CITY OF GREEN BAY 1854 Titletown, USA

N

0 50 100 Feet

Cover Rentals, LLC

1566 West Mason St

Green Bay, Wi

Our scope is the following for the property located at 225 N Ashland Ave.

Plumbing (Drew Plumbing)

-New tubs, Sinks, pipes, drains

Electrical (Center Valley Electric)

- Change all devices and make sure everything is to code

General work (Cover All LLC)

-Plaster

-Paint

-Clean

-Replace all windows

-Replace doors

-Flooring

-Repair all decks

-No chipping exterior paint

Bring home back to a habituated living condition to be occupied as a two-family rental for cost efficient logistics. Home will be maintained by Cover Rental LLC standards to be none less, meeting all city and housing codes. All tenants have background standards that must be met before occupying the unit. All units are visually driven by inspected externally monthly to remain debris free and kept in clean order. Units are scheduled for random maintenance inspections to check that the unit is kept to standards.

Cover Rentals LLC works with the community to offer and provide safe, code compliant, neighborhood friendly housing conditions.

Site Plan

225 North Ashland

Map is provided by the City of Green Bay for reference and display purposes only.
The City makes no claims regarding the accuracy or completeness of the image.

0 10 20
Feet

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	Jessica Deal, Staff

AGENDA ITEM # Q.7.

To rezone a property located at 1532 Shawano Avenue from Office/Residential (OR) to General Commercial (C1).

BACKGROUND

Primary Address: 1532 Shawano Avenue

Alderperson/District: Ald. Mark Steuer/10

Reason for Request: The request will permit the establishment of a retail business/pawnshop and tobacco outlet.

Subject Parcel Zoning and Land Use: Office/Residential (OR), vacant commercial building.

Surrounding Zoning and Land Uses:

North:	Public/Institutional (PI)	Chappell Elementary
South:	Office/Residential (OR)	Funeral home
East:	Low Density Residential (R1)	Single-family homes
West:	General Commercial (C1)	Restaurant

Comprehensive Plan: The 2022 Smart Growth Comprehensive Plan recommends commercial uses. The proposed zoning is consistent with the Plan.

Analysis: The request will permit the establishment of a retail business/pawnshop and tobacco outlet in the current location of the former Jim Powell Dance Studio. The subject parcel is currently zoned Office/Residential (OR) and permits retail as a Conditional Use Permit (CUP); however, the current Comprehensive Plan recommends a commercial land use. The subject parcel represents the outer limits of the current commercial corridor of Military Avenue. A brief narrative has been provided by the applicant and is attached within this agenda packet.

The requested change is consistent with the recommendation of the 2022 Smart Growth Comprehensive Plan. The request for General Commercial District (C1) designation will match the zoning of the adjacent zoning to the west.

Ald. M. Steuer, adjacent property owners, the Military Avenue Business District and the Western Corridor Neighborhood Association were noticed. Staff has not received any comments regarding the request as of the drafting of this report.

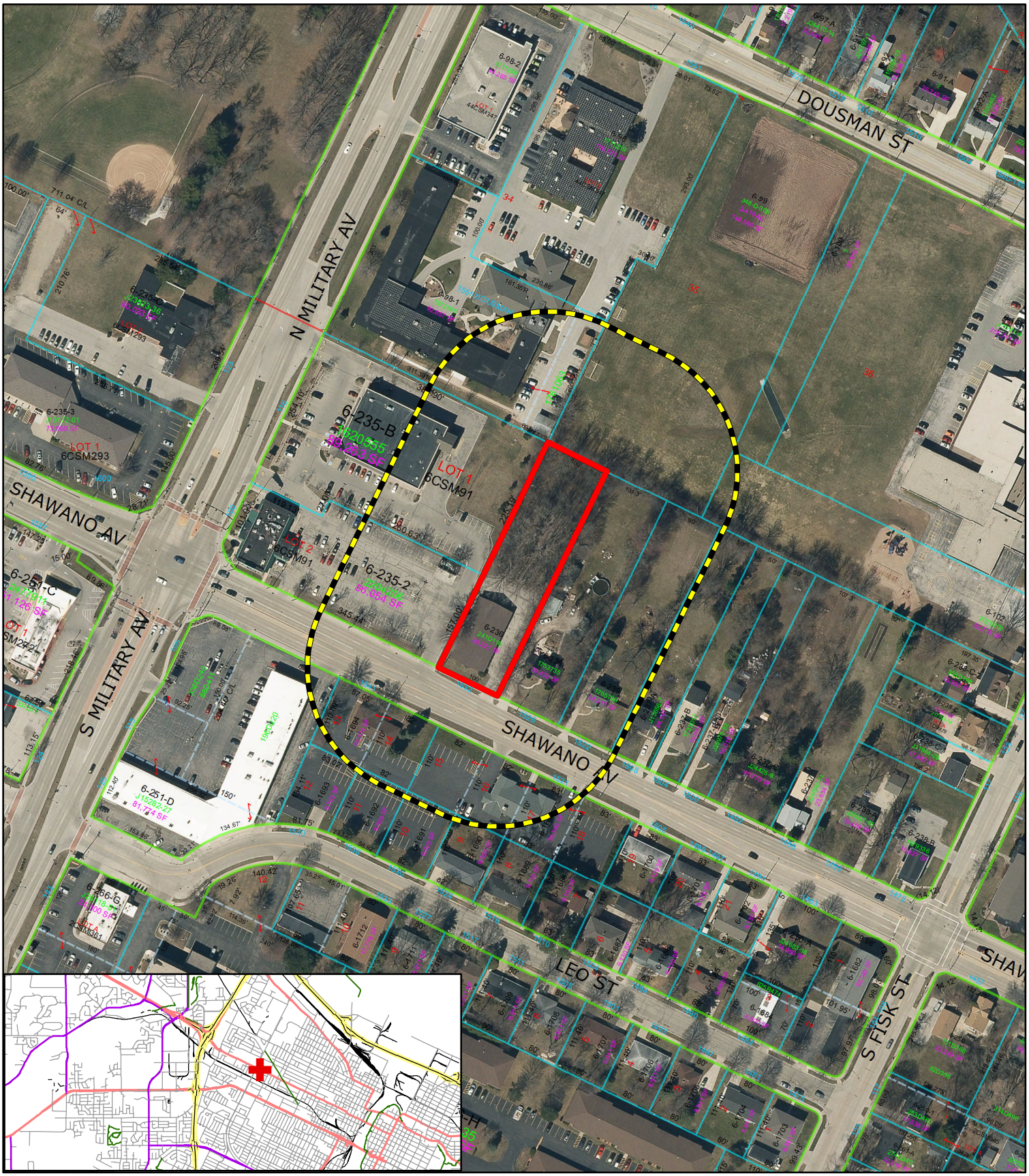
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-28 Map Loc
2. Narrative 1532 Shawano Avenue



Subject Area

200' Property Owner Notice

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Map prepared by PN

N

0 5,000 10,000
Feet

Zoning Petition (ZP18-28)
Rezone 1532 Shawano Avenue from
Office/Residential (OR) to General Commerical (C1)

From: Scott Elsner
To: David Buck
Subject: Rezoning of the J. Powell Dance Studio 1532 Shawano Avenue
Date: Friday, August 03, 2018 2:35:27 PM

Dear City Of Green Bay,

I would like to address the city of Green Bay for the rezoning of the J. Powell Dance Studio from residential/business to commercial. My name is Scott R. Elsner. I am the owner of Hawkeye's Trading Post, LLC. It's a Buy, Sell, Trade, Pawn and Smoke shop all in one stop. I have been a business owner in Brown County for almost 11 years. Prior to that I had a business in Gresham, WI for 3 years. I was born and raised in Brown County.

I feel the rezoning of the property mentioned could be very beneficial to the community and to the Shawano Avenue area. I plan on grooming the property for a much needed curb appeal. Right now the landscape is a little out of control due to lack of upkeep from the previous tenant. I would also like to give the building a bit of a facelift. Not only will I make the building more appealing, I hopefully can bring some jobs to the area and to keep shopping and revenue in Green Bay. Especially for those who need to turn to used items due to lack of finances and for the people who love to shop for that cool eclectic piece. Due to my wonderful inventory this buildings size would be a wonderful fit for me and help the community and area at the same time. My hours of operation is 10:00am to 10:00pm 7 days a week. I feel my business would be a great asset to the community. If you have any questions feel free to call me. 920-246-5592 and ask for Scott.

Sincerely,

Scott R. Elsner

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 21, 2018	Stephanie Hummel, Staff

AGENDA ITEM # Q.8.

To approve a Plat of Right-of-Way for Sitka Street and Superior Road.

BACKGROUND

This request was referred from the Improvement & Services Committee meeting on July 11, 2018. The request will allow for a road reconstruction project along Sitka Street from Superior Road to Ontario Road. No Official Map Amendment is required as part of this request, only temporary and permanent easements are required as part of this project.

Ald. V. Corpus-Dax and affected property owners have been notified of this request. Staff has not received any objections as of the drafting of this report.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ROW 18-01, Sitka & Superior, Plat of ROW
2. ROW 18-01, Map

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER(S) WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	TAX PARCEL NUMBER	OWNER	INTEREST REQUIRED	TOTAL SQ.FT./ ACRES	R/W FEE TITLE SQ. FT./ ACRES REQUIRED	SWMF FEE TITLE SQ. FT./ ACRES REQUIRED	SQ. FT. / ACRES REMAINING	STORM SEWER P.L.E. SQ.FT./ ACRES REQUIRED	GRADING T.L.E. SQ.FT./ ACRES REQUIRED	TOPSOIL STORAGE T.L.E. SQ.FT./ ACRES REQUIRED
1	21–51	DANIEL A. SCHMIDT REVOCABLE TRUST	FEE PLE & TLE	267623/ 6.144	26284/ 0.603	8253/ 0.189	233086/ 5.351	4747/ 0.109	26257/ 0.603	17942/ 0.412
2	21–50	DANIEL A. SCHMIDT REVOCABLE TRUST	FEE & TLE	537744/ 12.345	45893/ 1.054	0/ 0.00	491851/ 11.291	0/ 0.00	13105/ 0.301	36542/ 0.839
3	21–52	DANIEL A. SCHMIDT REVOCABLE TRUST	FEE PLE & TLE	1119527/ 25.701	26941/ 0.618	0/ 0.00	1092586/ 25.082	480/ 0.011	21034/ 0.483	0/ 0.00
4	21–71	BLUE VIPER, LLC	TLE	587128/ 13.479	0/ 0.00	0/ 0.00	587128/ 13.479	0/ 0.00	27660/ 0.483	0/ 0.00
5	21–3876	BENJAMIN C & JODY A WIPFLI	TLE	11839/ 0.272	0/ 0.00	0/ 0.00	11839/ 0.272	0/ 0.00	944/ 0.022	0/ 0.00
6	21–6668–55–1	DANIEL A SCHMIDT	TLE	45709/ 1.049	0/ 0.00	0/ 0.00	45709/ 1.049	0/ 0.00	3852/ 0.088	0/ 0.00
7	21–68–3	DANIEL A. SCHMIDT REVOCABLE TRUST	TLE	377235/ 8.660	0/ 0.00	0/ 0.00	377235/ 8.660	0/ 0.00	4900/ 0.112	0/ 0.00
8	21–68–5	AARON J & MELISSA H STEFFEN	TLE	15714/ 0.361	0/ 0.00	0/ 0.00	15714/ 0.361	0/ 0.00	1178/ 0.027	0/ 0.00

CITY OF GREEN BAY
BROWN COUNTY
WISCONSIN

SHEET NUMBER	TOTAL SHEETS
1	8

PLAT OF RIGHT OF WAY REQUIRED FOR

SITKA STREET

FROM SUPERIOR ROAD TO ONTARIO ROAD

AND

SUPERIOR ROAD

FROM GILBERT DRIVE TO SITKA STREET

AND

PROPOSED STREETS

NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET

AND

SUPERIOR ROAD
STORM WATER MANAGEMENT FACILITY

RELOCATION ORDER DATED – 2018

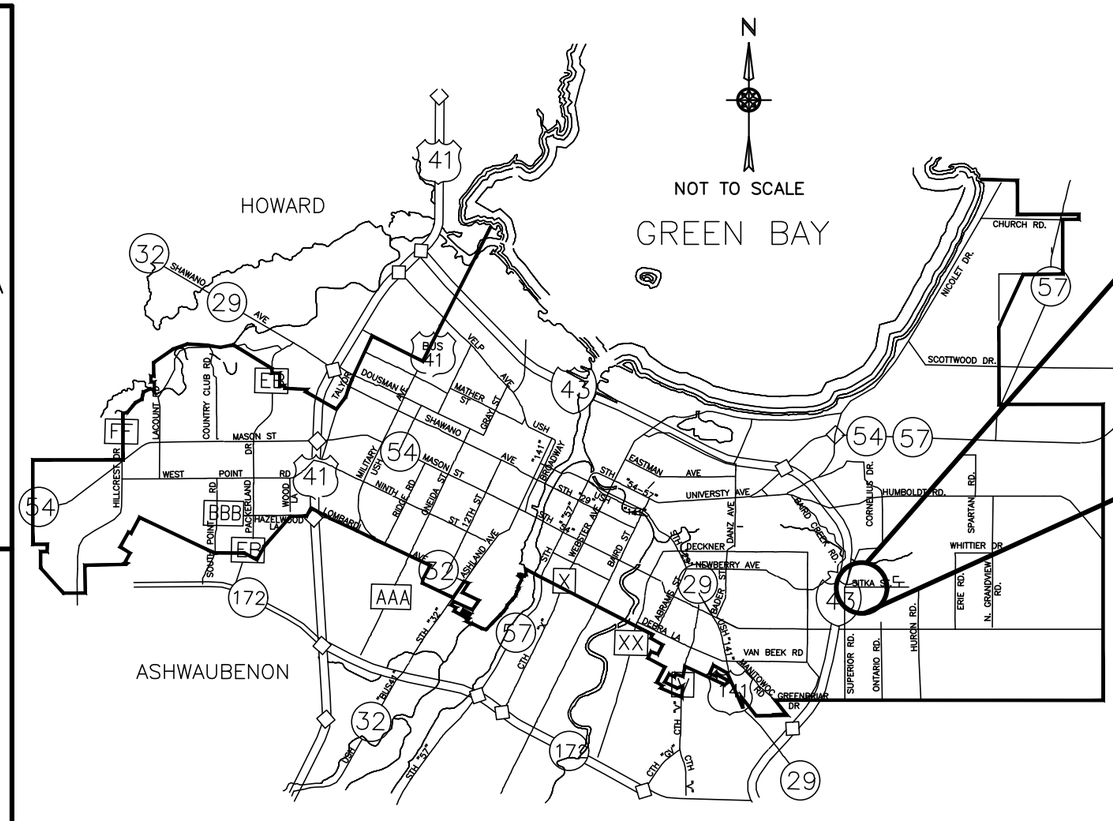
CONVENTIONAL SIGNS AND ABBREVIATIONS

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER/QUARTER SECTION LINE
- PROPERTY LINE
- EXISTING RIGHT–OF–WAY (R/W) LINE
- PROPOSED RIGHT–OF–WAY (R/W) LINE
- FEE ACQUISITION AREA
- PERMANENT LIMITED EASEMENT (PLE) AREA
- TEMPORARY LIMITED EASEMENT (TLE) GRADING AREA
- TEMPORARY LIMITED EASEMENT (TLE) TOPSOIL STORAGE AREA
- PROPOSED SUBDIVISION PLAT

R/W	STREET RIGHTS–OF–WAY
PLE	PERMANENT LIMITED EASEMENT
TLE	TEMPORARY LIMITED EASEMENT
SWMF	STORM WATER MANAGEMENT FACILITY

NOTES:

COORDINATES AND BEARINGS ON THIS PLAT ARE ORIENTED TO THE BROWN COUNTY, WISCONSIN COORDINATE SYSTEM. ALL PLAT DISTANCES ARE GROUND LENGTH. RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.



REVISION DATE

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

APPROVED:

STEVEN M. GRENIER, P.E.
DIRECTOR OF PUBLIC WORKS

DATE:

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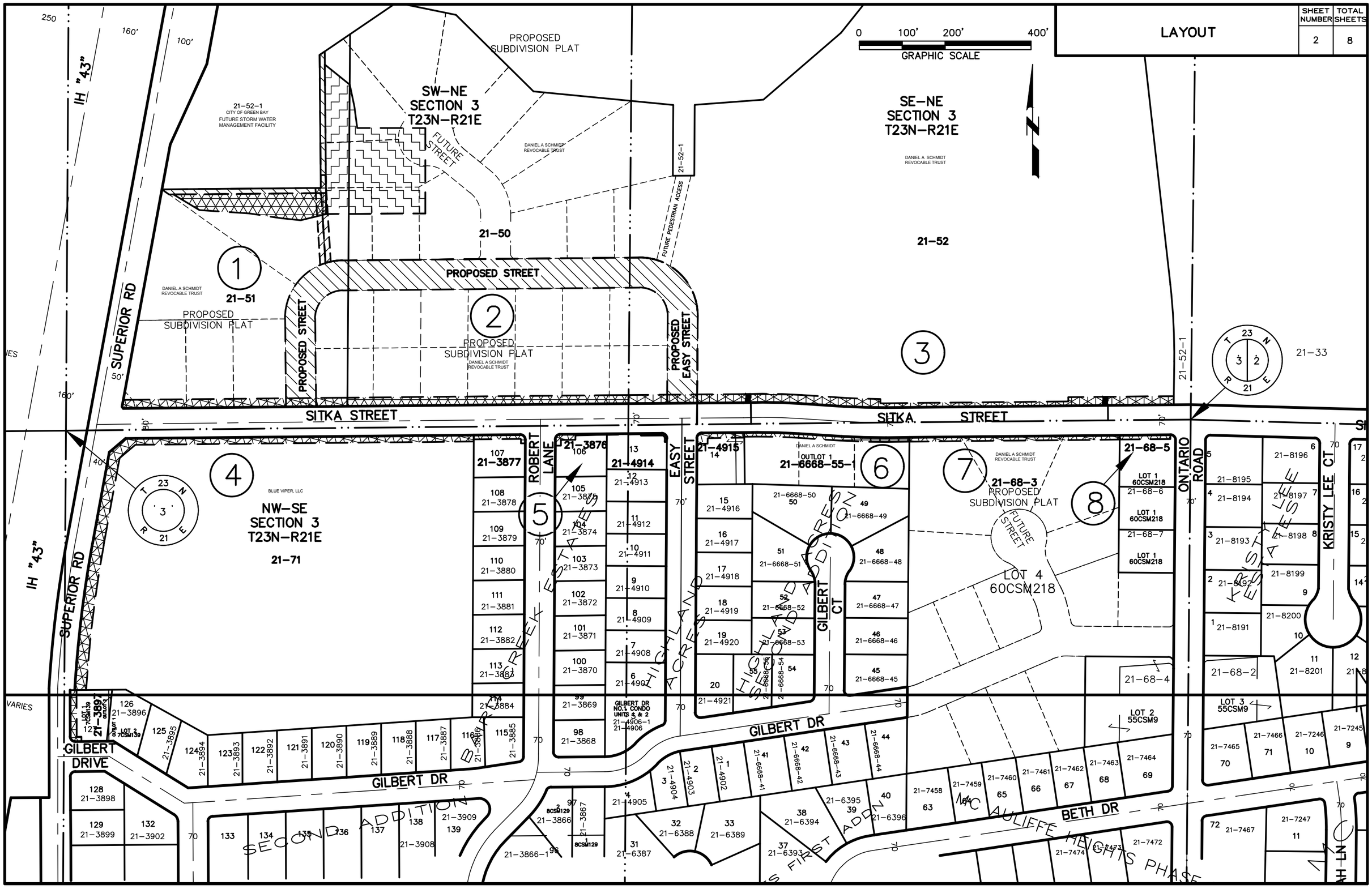

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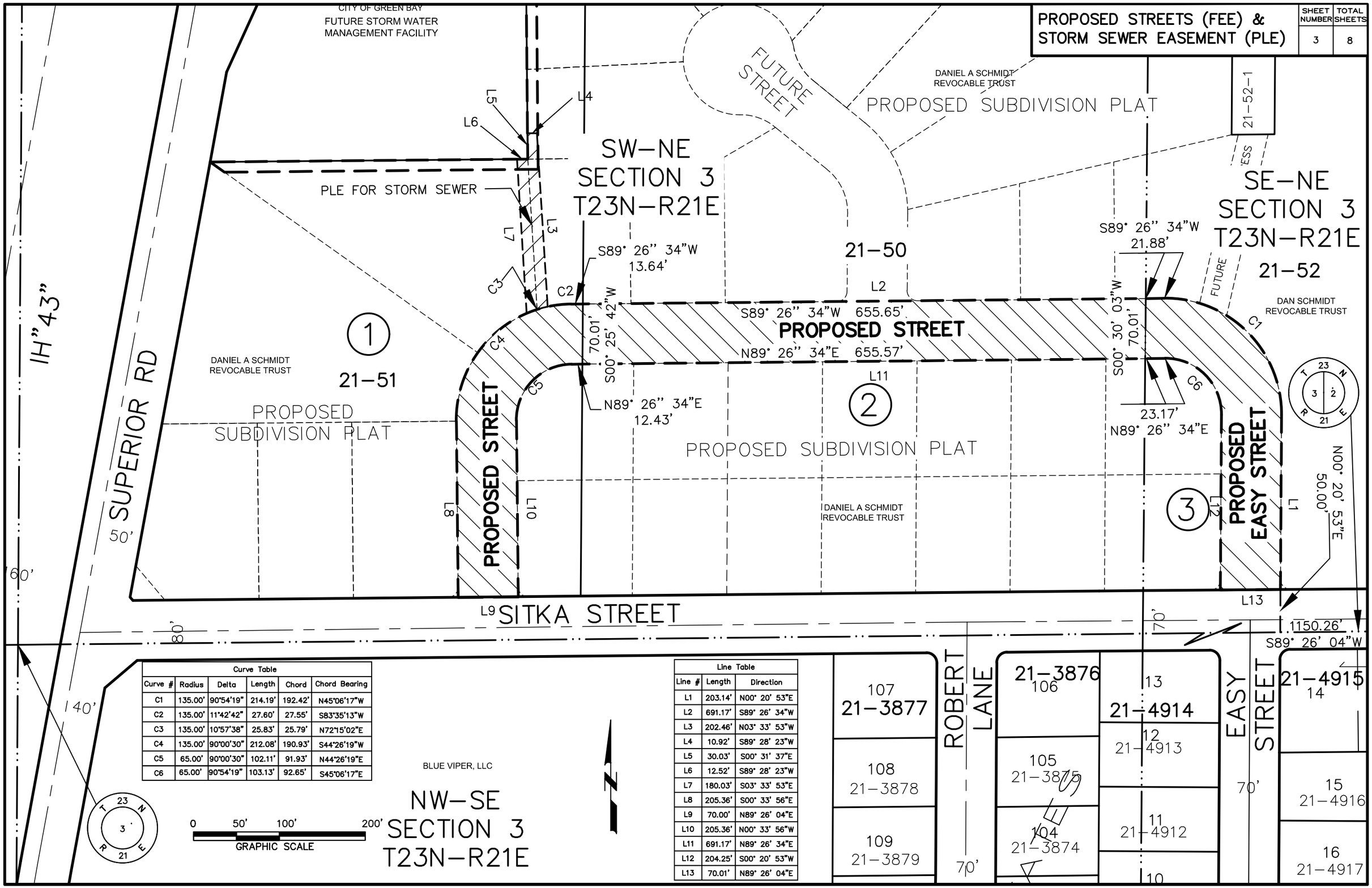
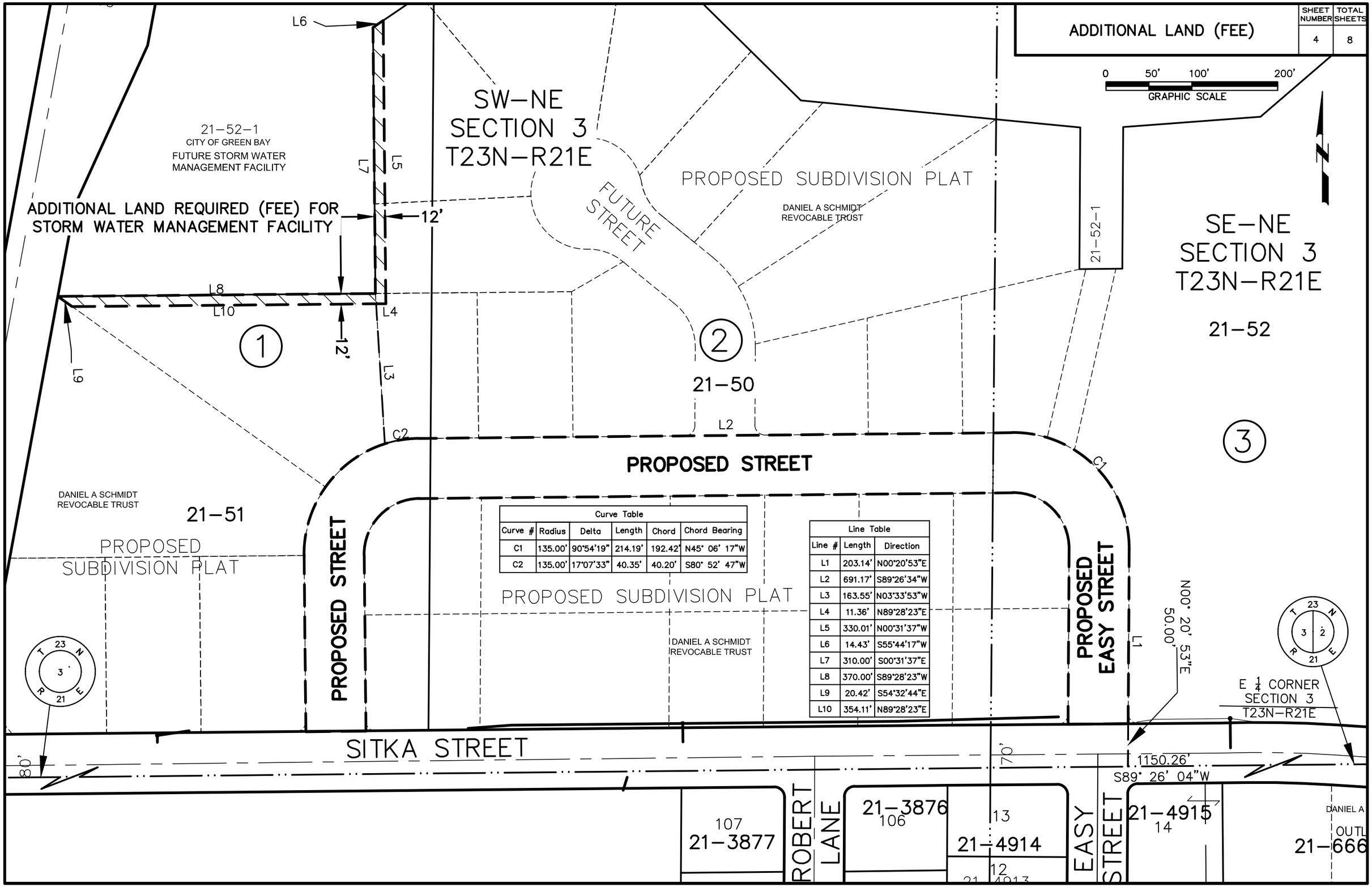
PROPOSED STREETS (FEE) & STORM SEWER EASEMENT (PLE)

SHEET NUMBER	TOTAL SHEETS
3	8



Curve Table					
Curve #	Radius	Delta	Length	Chord	Chord Bearing
C1	135.00'	90°54'19"	214.19'	192.42'	N45°06'17"W
C2	135.00'	11°42'42"	27.60'	27.55'	S83°35'13"W
C3	135.00'	10°57'38"	25.83'	25.79'	N72°15'02"E
C4	135.00'	90°00'30"	212.08'	190.93'	S44°26'19"W
C5	65.00'	90°00'30"	102.11'	91.93'	N44°26'19"E
C6	65.00'	90°54'19"	103.13'	92.65'	S45°06'17"E

Line Table		
Line #	Length	Direction
L1	203.14'	N00° 20' 53"E
L2	691.17'	S89° 26' 34"W
L3	202.46'	N03° 33' 53"W
L4	10.92'	S89° 28' 23"W
L5	30.03'	S00° 31' 37"E
L6	12.52'	S89° 28' 23"W
L7	180.03'	S03° 33' 53"E
L8	205.36'	S00° 33' 56"E
L9	70.00'	N89° 26' 04"E
L10	205.36'	N00° 33' 56"W
L11	691.17'	N89° 26' 34"E
L12	204.25'	S00° 20' 53"W
L13	70.01'	N89° 26' 04"E



Curve Table					
Curve #	Radius	Delta	Length	Chord	Chord Bearing
C1	135.00'	90°54'19"	214.19'	192.42'	N45° 06' 17"W
C2	135.00'	17°07'33"	40.35'	40.20'	S80° 52' 47"W

Line Table		
Line #	Length	Direction
L1	203.14'	N00°20'53"E
L2	691.17'	S89°26'34"W
L3	163.55'	N03°33'53"W
L4	11.36'	N89°28'23"E
L5	330.01'	N00°31'37"W
L6	14.43'	S55°44'17"W
L7	310.00'	S00°31'37"E
L8	370.00'	S89°28'23"W
L9	20.42'	S54°32'44"E
L10	354.11'	N89°28'23"E

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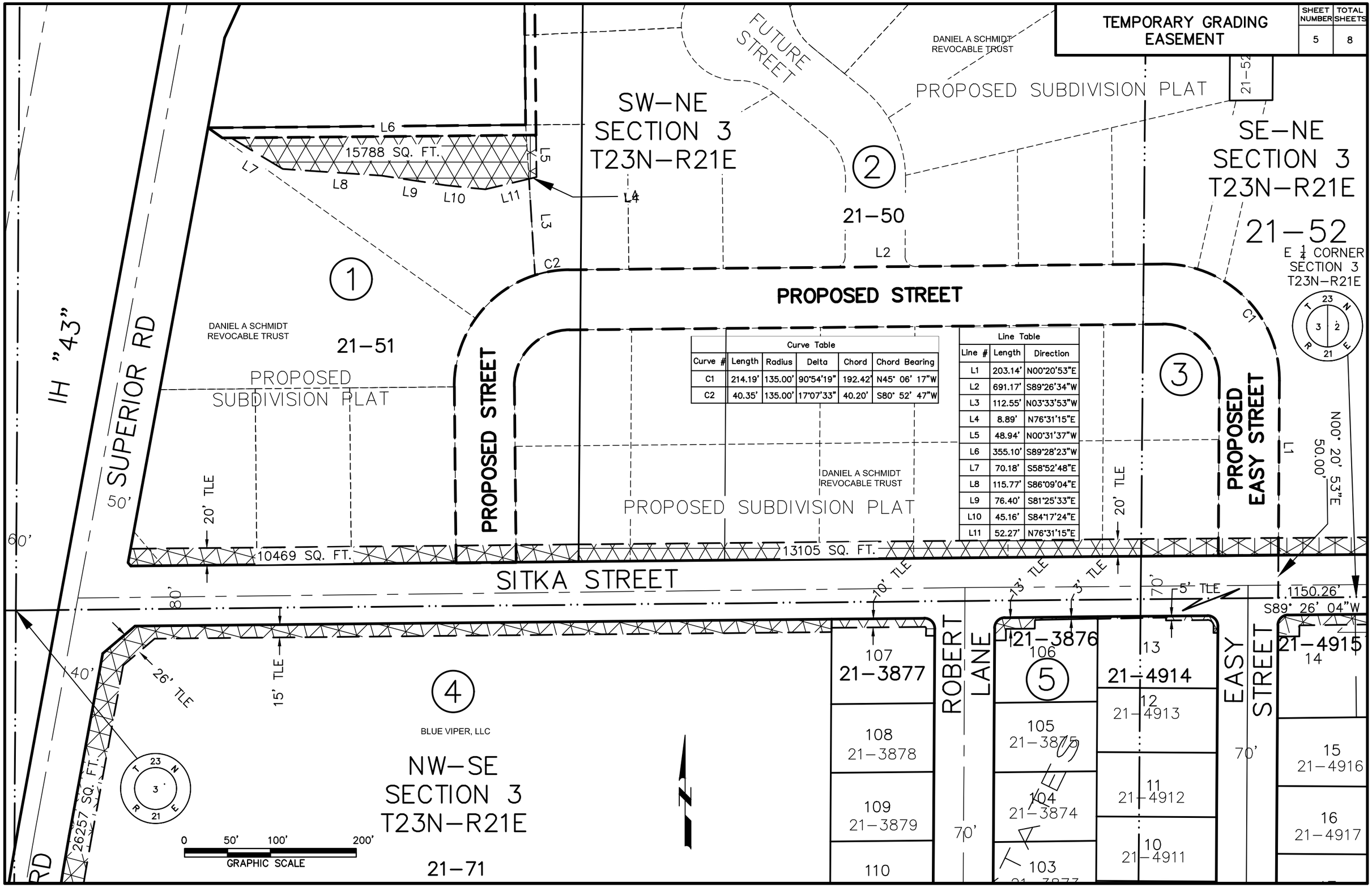

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	214.19'	135.00'	90°54'19"	192.42'	N45° 06' 17"W
C2	40.35'	135.00'	17°07'33"	40.20'	S80° 52' 47"W

Line Table		
Line #	Length	Direction
L1	203.14'	N00°20'53"E
L2	691.17'	S89°26'34"W
L3	112.55'	N03°33'53"W
L4	8.89'	N76°31'15"E
L5	48.94'	N00°31'37"W
L6	355.10'	S89°28'23"W
L7	70.18'	S58°52'48"E
L8	115.77'	S86°09'04"E
L9	76.40'	S81°25'33"E
L10	45.16'	S84°17'24"E
L11	52.27'	N76°31'15"E

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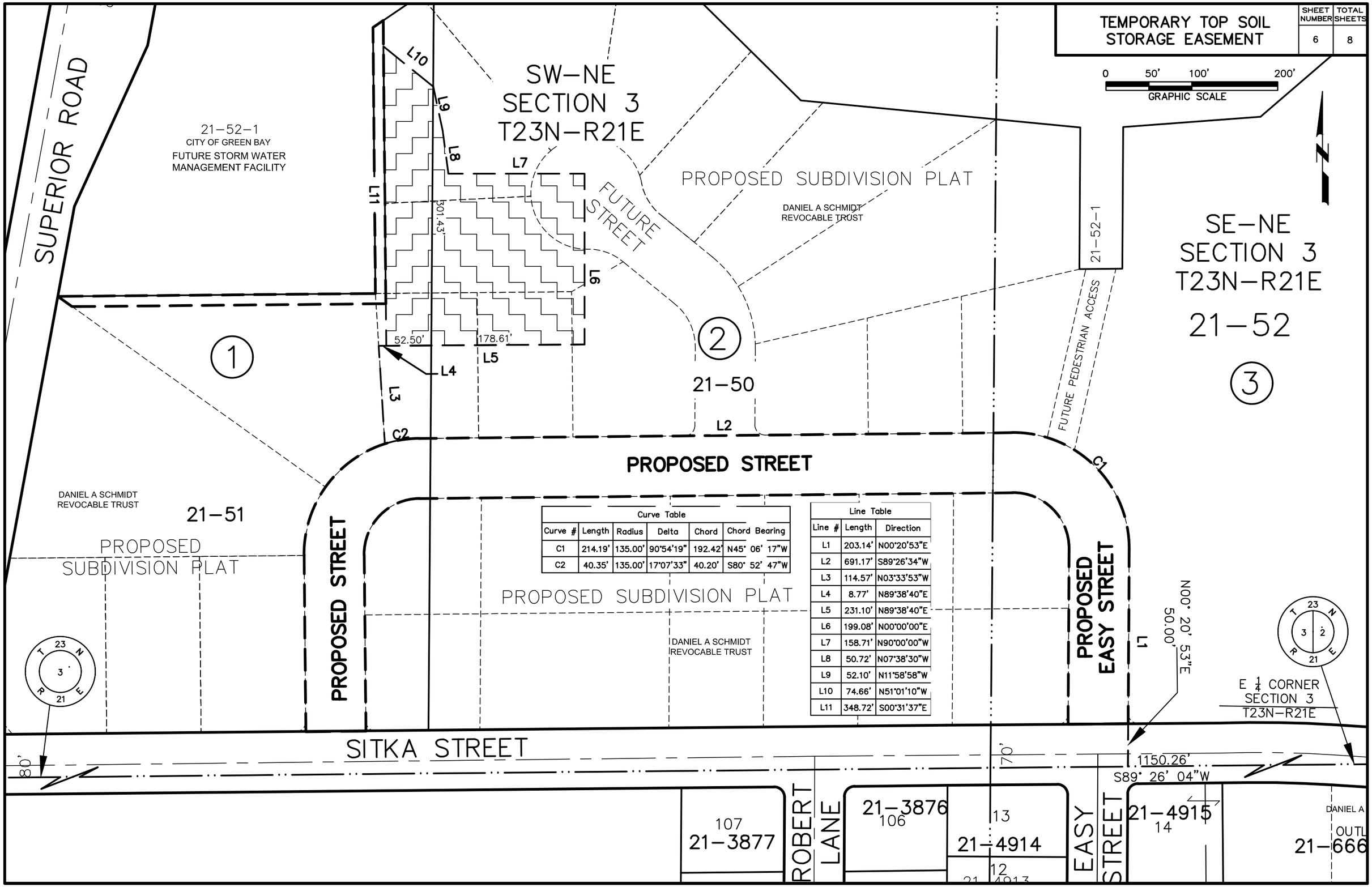

Curve Table

Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	214.19'	135.00'	90°54'19"	192.42'	N45° 06' 17"W
C2	40.35'	135.00'	17°07'33"	40.20'	S80° 52' 47"W

Line Table

Line #	Length	Direction
L1	203.14'	N00°20'53"E
L2	691.17'	S89°26'34"W
L3	114.57'	N03°33'53"W
L4	8.77'	N89°38'40"E
L5	231.10'	N89°38'40"E
L6	199.08'	N00°00'00"E
L7	158.71'	N90°00'00"W
L8	50.72'	N07°38'30"W
L9	52.10'	N11°58'58"W
L10	74.66'	N51°01'10"W
L11	348.72'	S00°31'37"E

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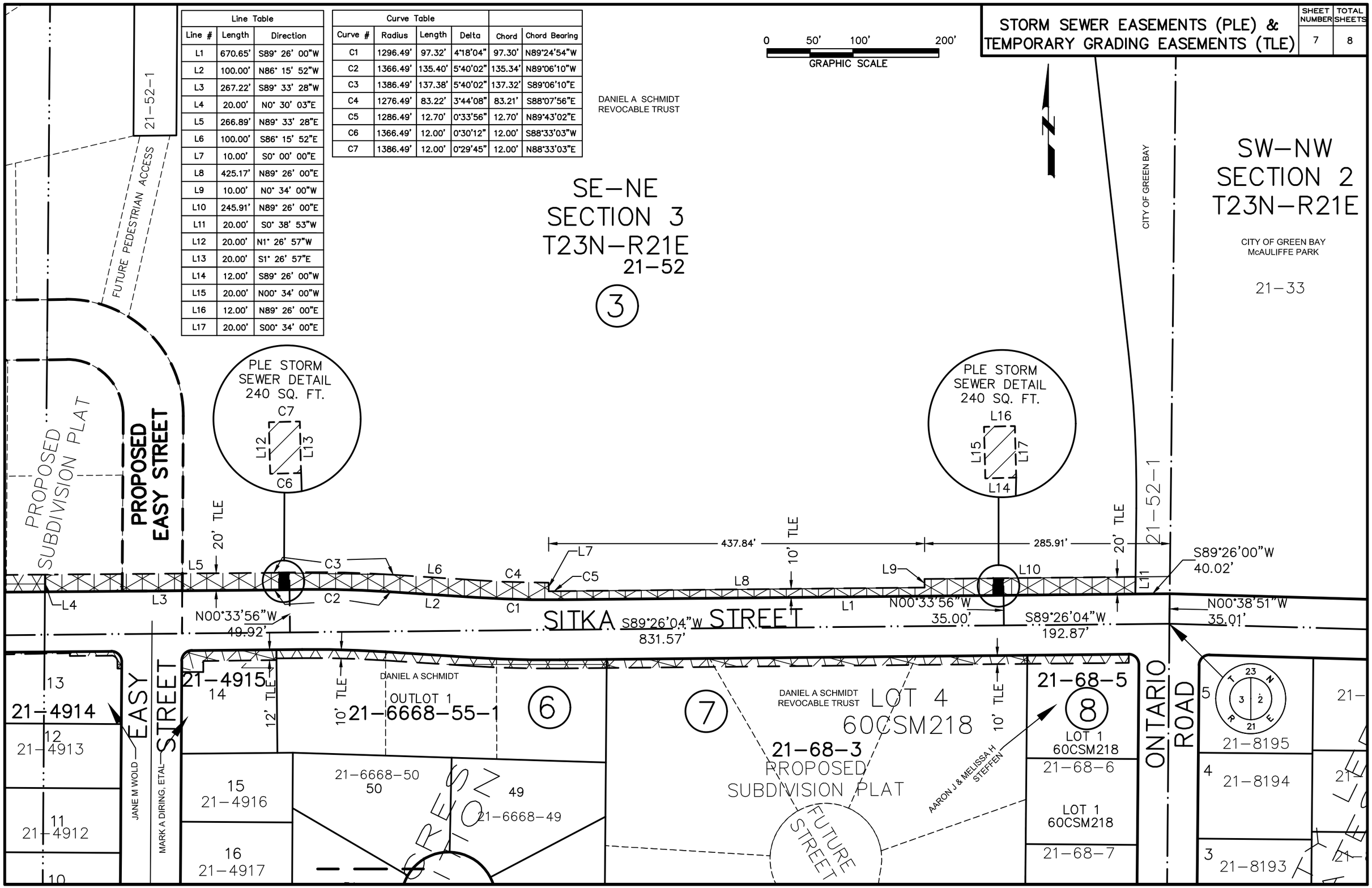
STORM SEWER EASEMENTS (PLE) & TEMPORARY GRADING EASEMENTS (TLE)

SHEET NUMBER	TOTAL SHEETS
7	8

Line Table		
Line #	Length	Direction
L1	670.65'	S89° 26' 00"W
L2	100.00'	N86° 15' 52"W
L3	267.22'	S89° 33' 28"W
L4	20.00'	N0° 30' 03"E
L5	266.89'	N89° 33' 28"E
L6	100.00'	S86° 15' 52"E
L7	10.00'	S0° 00' 00"E
L8	425.17'	N89° 26' 00"E
L9	10.00'	N0° 34' 00"W
L10	245.91'	N89° 26' 00"E
L11	20.00'	S0° 38' 53"W
L12	20.00'	N1° 26' 57"W
L13	20.00'	S1° 26' 57"E
L14	12.00'	S89° 26' 00"W
L15	20.00'	N00° 34' 00"W
L16	12.00'	N89° 26' 00"E
L17	20.00'	S00° 34' 00"E

Curve Table					
Curve #	Radius	Length	Delta	Chord	Chord Bearing
C1	1296.49'	97.32'	4°18'04"	97.30'	N89°24'54"W
C2	1366.49'	135.40'	5°40'02"	135.34'	N89°06'10"W
C3	1386.49'	137.38'	5°40'02"	137.32'	S89°06'10"E
C4	1276.49'	83.22'	3°44'08"	83.21'	S88°07'56"E
C5	1286.49'	12.70'	0°33'56"	12.70'	N89°43'02"E
C6	1366.49'	12.00'	0°30'12"	12.00'	S88°33'03"W
C7	1386.49'	12.00'	0°29'45"	12.00'	N88°33'03"E



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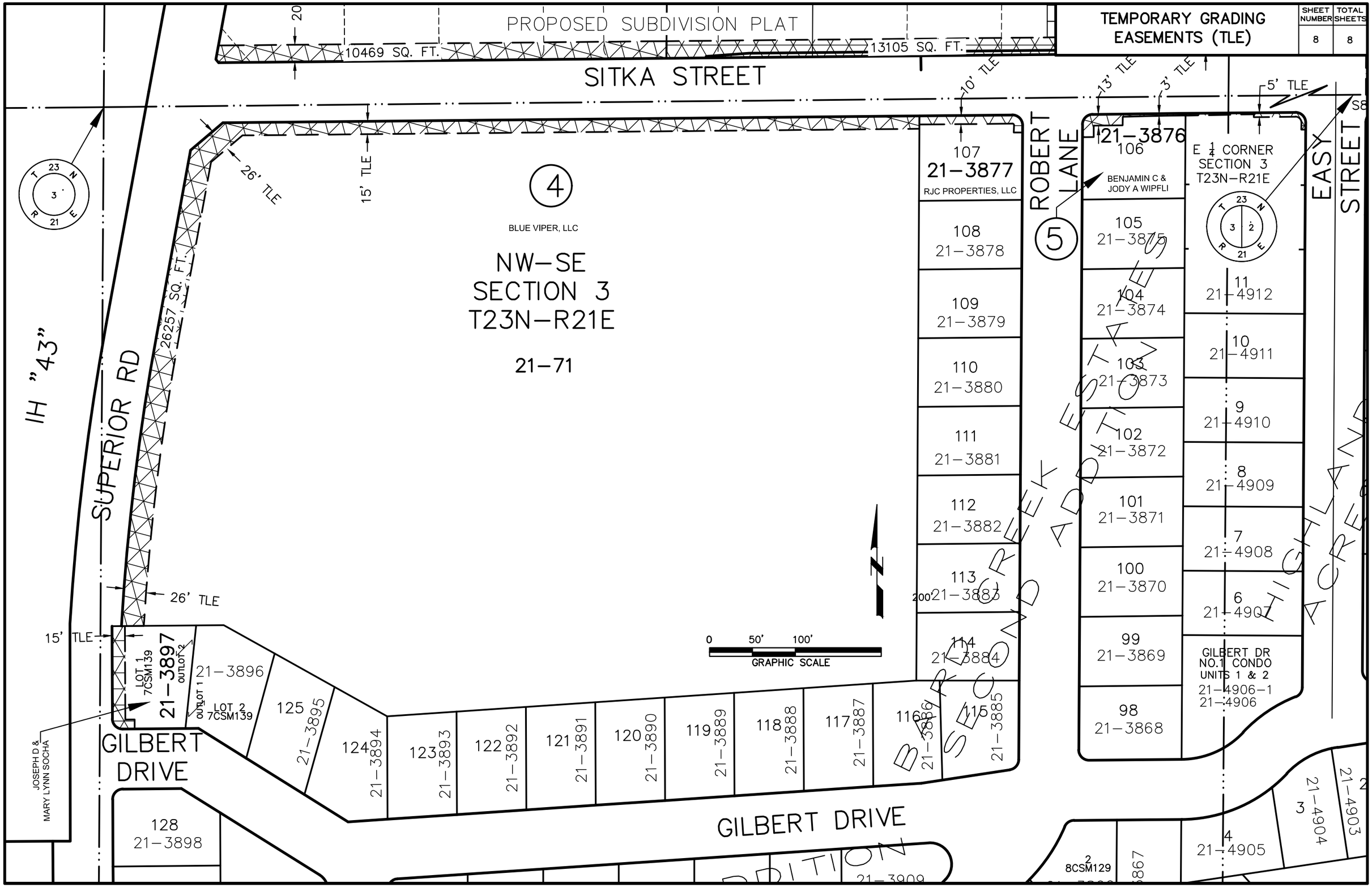

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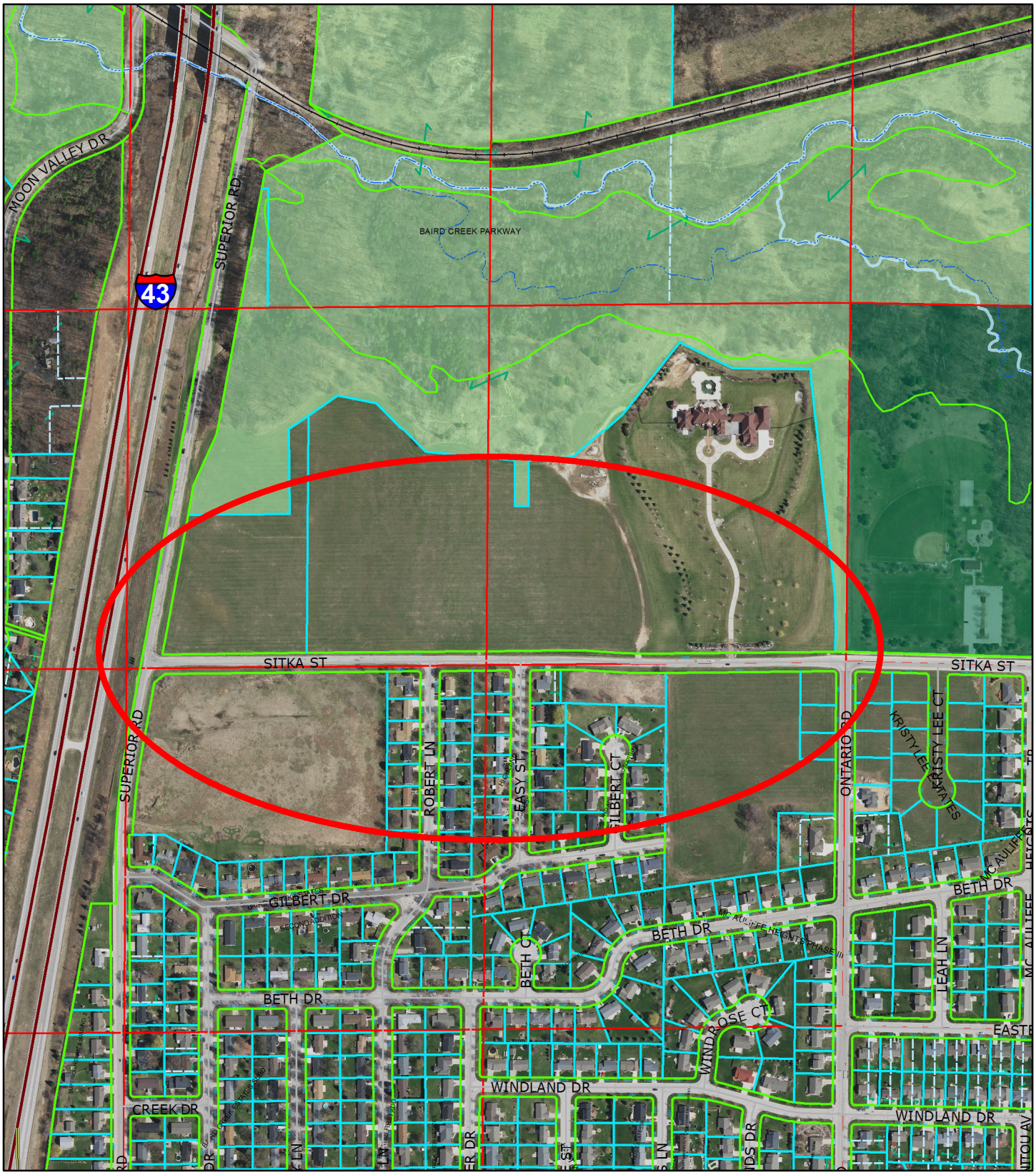

(ROW 18-01) Consideration with possible action on the request to approve a Plat of Right-of-Way and Map Amendment for Sitka Street and Superior Road

0 140 280 560 Feet

N

Subject Area

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 7.24.18
24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.1.

To receive and place on file the 2017 year-end financial results and management letter for the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2017 City of Green Bay - MC

City of Green Bay, Wisconsin

MANAGEMENT COMMUNICATIONS

December 31, 2017

Schenck

ADVISORY | TAX | ASSURANCE

City of Green Bay, Wisconsin

DECEMBER 31, 2017

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Accounting and Reporting for Leases 13

APPENDIX

Management Representation Letter

Schenck
ADVISORY | TAX | ASSURANCE

To the Honorable Mayor and City Council
City of Green Bay, Wisconsin

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Green Bay, Wisconsin (the "City") for the year ended December 31, 2017. The City's financial statements, including our report thereon dated June 29, 2018, are presented in a separate audit report document. Professional standards require that we provide you with the following information related to our audit.

OUR RESPONSIBILITIES UNDER U.S. GENERALLY ACCEPTED AUDITING STANDARDS, *GOVERNMENT AUDITING STANDARDS*, UNIFORM GUIDANCE AND *STATE SINGLE AUDIT GUIDELINES*

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on major federal and state programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance and the *State Single Audit Guidelines.*

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with Uniform Guidance and the *State Single Audit Guidelines*, we examined, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" and the *State Single Audit Guidelines* applicable to each of its major federal and state programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements.

PLANNED SCOPE AND TIMING OF THE AUDIT

We performed the audit according to the planned scope and timing previously communicated to you in our correspondence about planning matters.

SIGNIFICANT AUDIT FINDINGS

Consideration of Internal Control

FINANCIAL STATEMENTS

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control. Our report on internal control over financial reporting and on compliance and other matters is presented on pages 178 - 179 of the annual report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exist when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

FEDERAL AND STATE AWARDS

In planning and performing our audit of compliance for each major federal and state program, we considered the City's internal control over compliance (internal control) as a basis for designing audit procedures for the purpose of expressing our opinion on compliance requirements that could have a direct and material effect on each of the City's major federal and state programs for the year ended December 31, 2017, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control. Our report on internal control over compliance is presented on pages 180 - 181 of the annual report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that noncompliance of the City's major federal or state award programs will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 4.G to the financial statements, the City changed accounting policies related to postemployment benefits by adopting Statement of Governmental Accounting Standards Board (GASB) No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in 2017. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the statement of activities and proprietary funds' statement of revenues, expenses and changes in net position. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. To the best of our knowledge, except as disclosed in Note 4.F to the financial statements, all significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates included in the financial statements were:

- Management's estimate of the other postemployment benefits is based on an actuarial report. We evaluated the key factors and assumptions used to develop the other postemployment benefits in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of accumulated sick leave is based upon analysis of the employees sick leave balance. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the accumulated sick leave in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the depreciable life of the capital assets is based upon analysis of the expected useful life of the capital assets. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the depreciable life in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the fair value of the investments is based on ending market values as of December 31, 2017 as reported by the investment managers. We evaluated the key factors and assumptions used in valuing the investments in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the incurred, but not reported (IBNR) insurance reserves are based on actuarial projections of the expected cost of the ultimate settlement and administration of claims. We evaluated the key factors and assumptions used to develop the reserves in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability (asset) and related deferred outflows/inflows of resources is based on information received from the Wisconsin Retirement System. We evaluated the key factors and assumptions used to develop the net pension liability (asset) and related deferred outflows/inflows of resources in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Copies of the audit adjustments are available from management. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 29, 2018. The management representation letter follows this communication.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and, to the best of our knowledge, our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the budgetary comparison information, and the schedules relating to pensions and other postemployment benefits, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Restriction on Use

This information is intended solely for the information and use of the City Council, and management of City of Green Bay and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Schenck SC

Certified Public Accountants

Green Bay, Wisconsin
June 29, 2018

Summary Financial Information

GOVERNMENTAL FUND BALANCES

Presented below is a summary of the City's governmental fund balances on December 31, 2017 and 2016. This information is provided for assessing financial results for 2017 and for indicating financial resources available at the start of the 2018 budget year.

	12/31/17	12/31/16
General Fund		
Nonspendable	$ 1,845,938	$ 2,118,943
Committed	-	410,775
Assigned	147,282	639,379
Unassigned	14,582,641	13,855,539
Total General Fund	16,575,861	17,024,636
Special Revenue Funds		
Nonspendable		
Parking division	-	21,794
Restricted		
DPW equipment	480,163	83,678
Transit capital	586,905	612,650
Community development	401,317	454,291
Home Grant	102,982	-
Neighborhood stabilization	96,419	110,374
Park land	25,635	8,585
Trees	101,298	93,847
Police donations	115,272	99,269
State asset forfeiture	35,046	26,190
Federal asset forfeiture	20,519	20,206
OWI vehicle seizure	52,098	52,098
Federal police treasury	9,882	9,882
Lambeau stadium excess sales tax	2,373,478	4,194,776
Fire grants	50,916	48,200
Committed		
Sanitary sewer	6,006,246	3,627,354
Storm sewer	6,516,077	5,508,083
Revolving loan	222,725	468,274
Bay Beach	826,121	868,496
Northland Hotel	1,157,155	1,155,511
Assigned		
DPW equipment	1,806,132	1,896,000
Employee recognition	51,093	55,701
Unassigned		
Parking division	(14,684)	(96,944)
Total Special Revenue Funds	21,022,795	19,318,315
Debt Service Fund - Restricted	1,593,537	1,394,690

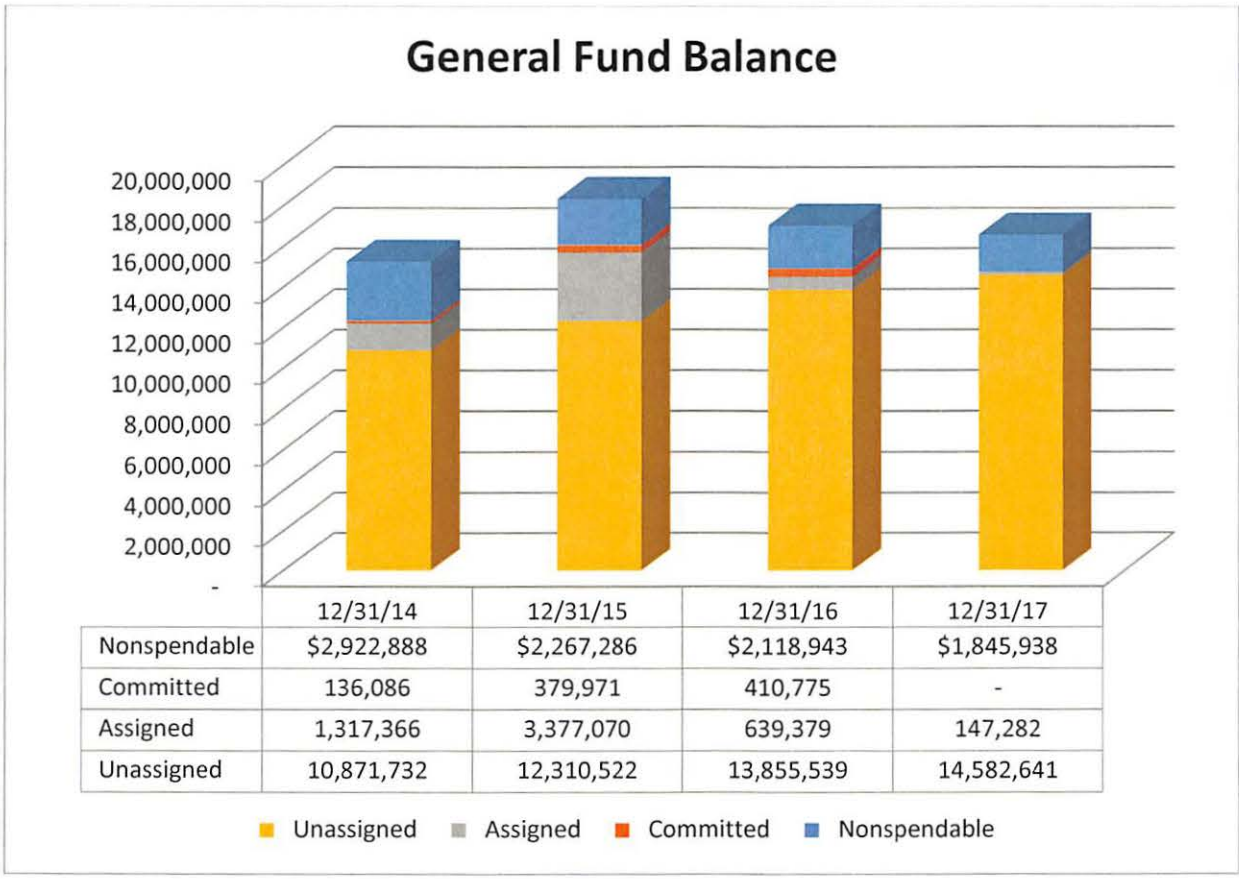
GOVERNMENTAL FUND BALANCES (CONTINUED)

	12/31/17	12/31/16
Capital Projects Funds		
Restricted		
Street construction	1,463,544	5,091,064
Sanitary sewers construction	2,622,894	1,615,097
Right of way	3,283,074	-
Park acquisition	3,083,319	4,175,269
Storm sewers	2,188,546	-
Fire capital improvements	632,786	892,879
City Hall remodeling	905,231	101,213
Finance	-	112,319
Information services	19,884	-
Police equipment replacement	261,519	-
Inspection equipment replacement	40,313	-
Parking division capital	-	232,535
Bay Beach development	1,026,002	187,340
KI Convention Center	2,736,383	2,672,096
KI Convention Center maintenance	1,507,730	1,393,195
Tax Increment District #4	193,128	205,872
Tax Increment District #6	309,956	122,285
Tax Increment District #7	248,011	-
Tax Increment District #8	1,669,614	1,552,773
Tax Increment District #10	444,191	398,943
Tax Increment District #11	373,506	58,108
Tax Increment District #12	4,574,774	4,606,135
Tax Increment District #14	813,067	1,170,467
Tax Increment District #15	36,920	-
Committed		
Sanitary sewer construction	955,660	943,307
Storm sewers	6,609,518	5,216,202
Sanitary sewer equipment replacement	1,729,725	1,545,552
Storm water equipment replacement	1,502,945	1,273,762
Parking division capital	994,305	982,481
Parking division vehicles	241,567	265,585
Assigned		
Street construction	4,509,307	3,601,506
DPW building capital improvements	127,827	128,757
Right of way	81,869	81,338
Water mains	8,695	48,656
Boat ramp	170,654	141,156
Park acquisition	2,007,542	2,111,752
Industrial parks	7,063	7,754
Storm sewer management	1,185,640	2,006,631
Police capital improvements	90,839	143,222
Fire capital improvements	224,031	16,626
City Hall remodeling	221,864	225,874
Finance	51,233	103,464
Information services	658,378	632,977
Police equipment replacement	351,688	260,427
Fire equipment replacement	457,677	815,116
Inspection equipment replacement	26,799	26,800
Parks equipment replacement	108,986	159,301

GOVERNMENTAL FUND BALANCES (CONTINUED)

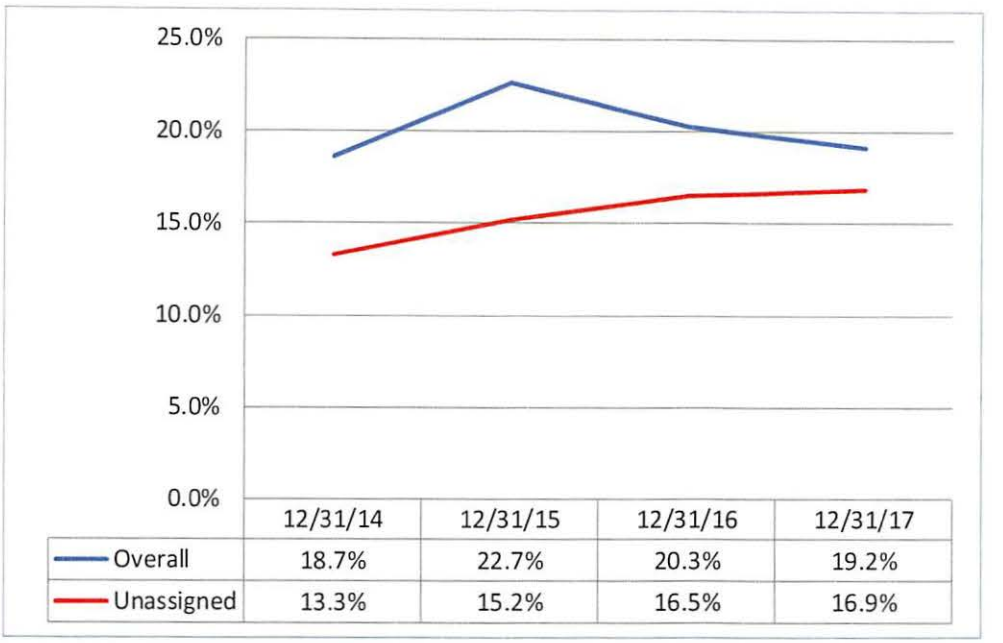
	12/31/17	12/31/16
Capital Projects Funds (Continued)		
Redevelopment property acquisition	91,505	155,099
Neighborhood property	345,748	576,909
Brownfield grant	137,496	137,496
City Deck	-	490
Unassigned		
Sidewalks	(319,776)	(199,581)
Tax Increment District #5	(896,497)	(493,314)
Tax Increment District #7	-	(143,162)
Tax Increment District #9	(1,462,187)	(1,417,515)
Tax Increment District #13	(3,234,696)	(3,774,465)
Tax Increment District #14	(1,392,777)	(1,503,183)
Tax Increment District #15	-	(106,221)
Tax Increment District #16	(583,298)	(717,814)
Tax Increment District #17	(61,517)	(64,314)
Tax Increment District #18	(936,576)	(15,026)
Tax Increment District #19	(32,620)	-
Total Capital Projects Funds	42,413,009	37,761,235
Total Governmental Fund Balances	$ 81,605,202	$ 75,498,876

Over the past four years, the City's unassigned General Fund balance has increased, as noted below, while total fund balance has been decreasing due to use of fund balance to balance the budget.



	12/31/14	12/31/15	12/31/16	12/31/17
Nonspendable	$2,922,888	$2,267,286	$2,118,943	$1,845,938
Committed	136,086	379,971	410,775	-
Assigned	1,317,366	3,377,070	639,379	147,282
Unassigned	10,871,732	12,310,522	13,855,539	14,582,641

In evaluating your General Fund balance, it is important to consider the level of fund balance compared to annual general fund expenditures. As illustrated below, your overall fund balance as a percentage of actual expenditures has decreased in recent years while your unassigned fund balance has increased.



	12/31/14	12/31/15	12/31/16	12/31/17
Overall	18.7%	22.7%	20.3%	19.2%
Unassigned	13.3%	15.2%	16.5%	16.9%

Management's Response:

All governmental fund balances are set forth in this statement and we are in agreement with the presentation. Further analysis of the individual fund balances follow:

The general fund, which supports the operation of the City's general government including police, fire, DPW, parks and general administration, carries a balance of $16,575,861 which represents 19.2% of the City's most recent prior year's expenditures. This balance is important as it represents dollars available to ensure sufficient reserves are maintained to cover amounts not able to be readily converted to cash such as delinquent taxes and special assessments, transit interfund advance and inventory, unanticipated expenditures, revenue shortfalls or meeting working capital needs of the City. Rating agencies consider the government's fund balance, history of use of fund balance, and policy when assigning ratings.

The overall general fund balance currently available falls right in line with the City's general fund policy's range of 17% - 25% at 19.2%. Another comparison to the City's policy is that of unassigned fund balance. The City's policy states that we shall maintain a minimum of 9% to 16% of the previous year's general operating fund expenses. Currently the City is at $14,582,641 or 16.9% of prior year's expenses as unassigned fund balance. The remaining amount of $1,993,220 of the general fund balance is considered non-spendable, committed or assigned. The non-spendable value is made up of delinquent taxes and special assessments valued at just over $347,000, an inter-fund advance made to the City's Transit Authority of $982,000 and $496,000 for inventories and prepaid items. Approximately $147,000 is assigned for funding of projects that were not completed in 2016 that will be completed in 2017.

The City has set this level of both the fund balance in its entirety as well as unrestricted fund balance to accommodate the late collection of the City's share revenue (approximately $14.0 million) from the State, which is not received until November each year.

As a point of reference, the GFOA (Government Finance Officers Association) recommends this reserve to be no less than two months of regular general fund operating expenses or $14.4 million.

The special revenue and capital projects with a deficit balance include the Parking division, Sidewalks, and Tax Incremental Districts number 5, 9, 13, 14, 16, 17, 18, and 19. The fund deficit in the Tax Incremental Districts number 5, 9, 13, 16, 17, 18, and 19 will be funded either through future tax levies for the district or through the City's general debt levy.

HEALTH SELF-INSURANCE FUND

The City has established a health self-insurance program for City employees and retirees. Financial transactions of the program are recorded in a separate internal service fund on the City's accounting system to allow management to more easily monitor the operations of the fund. A summary of 2017 transactions, including a comparison to 2016, for the health self-insurance fund follows:

	2017	2016
Operating revenues		
Charges to City departments, employees and retirees for health insurance coverage	$ 15,533,800	$ 15,479,292
Intergovernmental charges	138,536	40,139
Total operating revenues	15,672,336	15,519,431
Operating expenses		
Health care claims	14,190,025	15,011,454
Stop loss insurance premiums	450,656	473,569
Transplant insurance premiums	123,619	140,047
Administrative fees	495,571	493,270
Total operating expenses	15,259,871	16,118,340
Operating Income (loss)	412,465	(598,909)
Nonoperating revenues		
Interest	20,364	15,860
Change in net position	432,829	(583,049)
Net position - January 1	1,519,637	2,102,686
Net position - December 31	$ 1,952,466	$ 1,519,637

The health self-insurance fund generated operating income of $412,465 for 2017 compared to an operating loss of $598,909 for 2016. The ending net position balance represents nearly 14% of current year health claims.

Management's Response: The City's self-insurance health fund was planned to slightly increase in 2017 with slight modifications to the plan and no increase in its premium rate. The City continues with the 10 year plan (2013-2022) to reduce the levy supported health insurance subsidy for retirees. 2017 saw 6% reduction in Health care claims partially due to the implementation of the Health 1265 program.

Overall, the health insurance fund ended the year increasing $433,000 from its net position with a goal to rebuild the fund balance that equates approximately to two-months' worth of claims.

This fund will continue to be monitored closely and adjustments made as needed.

WORKERS COMPENSATION SELF-INSURANCE FUND

The City has established a workers compensation self-insurance program for City employees. Financial transactions of the program are recorded in a separate internal service fund on the City's accounting system to allow management to more easily monitor the operations of the fund. A summary of 2017 transactions, including a comparison to 2016, for the workers compensation self-insurance fund follows:

	2017	2016
Operating revenues		
Charges to City departments for workers compensation insurance coverage	$ 191,058	$ 244,662
Operating expenses		
Health care claims	1,006,766	1,220,849
Stop loss insurance premiums	98,209	94,687
Consulting fees	66,710	39,949
Total operating expenses	1,171,685	1,355,485
Operating loss	(980,627)	(1,110,823)
Nonoperating revenues		
Property taxes	1,004,870	979,870
Interest	8,093	5,092
Other	10,000	10,000
Total nonoperating revenues	1,022,963	994,962
Change in net position	42,336	(115,861)
Net position - January 1	(353,292)	(237,431)
Net position - December 31	$ (310,956)	$ (353,292)

The net position increased $42,336 in 2017 compared to a decrease of $115,861 for the prior year due to a decrease in workers compensation claims paid during the year. At December 31, 2017, the claims liability totaled $1,211,348, an increase from $982,400. The amount of claims liability is an estimate, and could fluctuate, so it is important that the City increases the net position over time to a positive balance to potentially fund future claims.

Management's Response: The 2017 fiscal year end amount available to finance current and future claims totals $900,348. This balance is made up of two components, net position of ($311,000) and incurred But-Not-Reported reserve of $1,211,348. To reduce claims in this fund, the City's Risk Manager continues efforts to elevate safety in the City's work environment by putting in place various training programs throughout City departments that focuses on proper work procedures that promotes safety.

This fund will continue to be monitored and the amount the City places on the levy to fund these expenditures will be adjusted accordingly.

LIABILITY SELF-INSURANCE FUND

The City, together with certain other units of government within the State of Wisconsin, has created the Cities and Villages Mutual Insurance Company (CVMIC) to provide liability insurance services to its members. The City provided its share of the original financing for CVMIC by issuance of general obligation bonds totaling $4,812,360 on November 1, 1987.

The City has established a separate internal service fund to account for the operations of the liability self-insurance fund. The fund pays all liability claims owed by the City along with any premiums charged to the City by CVMIC. Revenues of the fund consist of charges to City departments covered by the insurance. A summary of 2017 transactions, including a comparison to 2016, for the liability self-insurance fund follows:

	2017	2016
Operating revenues		
Charges to City departments for liability insurance coverage	$ 138,669	$ 173,283
Operating expenses		
Liability claims and changes in estimates	1,073,246	267,030
Insurance premiums	324,265	316,803
Total operating expenses	1,397,511	583,833
Operating loss	(1,258,842)	(410,550)
Nonoperating revenues		
General property taxes	418,790	443,790
Interest revenue	9,967	8,324
Dividend from CVMIC	135,362	136,125
Total nonoperating revenues	564,119	588,239
Change in net position	(694,723)	177,689
Net position - January 1	805,125	627,436
Net position - December 31	$ 110,402	$ 805,125

The liability self-insurance fund decreased $694,723 for 2017, compared to an increase of $177,689 for the prior year.

Management's Response: The 2017 fiscal year end amount available to finance current and future claims is $1,151,100. This balance is made up of two components, net position of $110,400 and incurred But-Not-Reported reserve of $1,040,700. The increase in reserve and decrease in net position is due to increased number of claims in 2017 outstanding and an increase in a settlement payment expected in 2018. The City will monitor this fund's activity to ensure its ability to pay claims. In the year 2017, CVMIC paid the City a dividends in the amount of $135,400, this payment is set to continue as a return on the City's original deposit.

ACCOUNTING AND REPORTING FOR LEASES

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases* which establishes a single model for lease accounting and revises reporting requirements.

Lease accounting is required when a government contracts to use another entity's equipment, building, or other nonfinancial assets for a specific period of time. Under the new guidance, a lease asset and a lease liability are recorded in the government-wide and proprietary financial statements for this contract. The lease liability is calculated by including the following: fixed payments, variable payments, interest rate, purchase options, residual value guarantees, and termination or extension options. The lease liability is discounted and is amortized over the lease term. The lease asset is calculated by starting with the lease liability amount and adjusting for incentives and other costs and is amortized over the shorter of the lease term or the useful life of the underlying asset. The lease asset is reported in the financial statements as an intangible right to use asset, rather than a capital asset under current guidance. Footnote disclosures including lease assets by asset class and related accumulated amortization and future minimum payments among other details are required under the new Statement.

When the government is leasing one of its assets to another entity, a lease receivable and deferred inflow of resources related to the lease receivable is recorded. The lease receivable is calculated similar to the lease asset described above. The lease receivable is discounted and is amortized over the lease term. The deferred inflow of resources is calculated by starting with the lease receivable and adjusting for incentives and other payments. The deferred inflow would be recognized as an inflow of resources in a systematic and rational manner over the lease term.

Some contracts include a nonlease component such as maintenance services. The government will need to allocate the contract cost between the lease component and the nonlease component, unless it is not practicable to do so. If it is not practicable, the entire contract should be treated as a lease.

This new standard is effective for fiscal years beginning after December 15, 2019. Early adoption is encouraged by GASB. We recommend the City review the new standard, gather all lease contracts, and identify the terms and conditions of each contract, noting the lease term, all payments, and options in order to properly determine the value of each lease. The City should also review contracts that have both lease and nonlease components to determine if a price allocation is practicable.

APPENDIX

Office of the City Finance Department

June 29, 2018

Schenck SC
2200 Riverside Drive
P.O. Box 23819
Green Bay, WI 54305-3819

This representation letter is provided in connection with your audit of the financial statements of the City of Green Bay, Wisconsin (the "City"), which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information as of December 31, 2017, and the respective changes in the financial position and where applicable, cash flows for the year then ended, and the related notes to the financial statements for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 29, 2018, the following representations made to you during your audit.

FINANCIAL STATEMENTS

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 2, 2018, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U. S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.

2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

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www.greenbaywi.gov

6. In regards to accounting estimates:
   - The measurement processes used by management in determining accounting estimates is appropriate and consistent.
   - The assumptions appropriately reflect management's intent and ability to carry out specific courses of action.
   - The disclosures related to accounting estimates are complete and appropriate.
   - No subsequent event has occurred that would require adjustment to the accounting estimates or disclosures included in the financial statements.

7. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

8. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.

9. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the City's accounts.

10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

11. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

INFORMATION PROVIDED

12. We have provided you with:
    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
    b. Additional information that you have requested from us for the purpose of the audit.
    c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
    d. Minutes of meetings of the City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.

13. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedules of expenditures of federal awards and state financial assistance.

14. We made an assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have disclosed the results of our assessment as follows:
    a. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
        i. Management,
        ii. Employees who have significant roles in internal control, or
        iii. Others where the fraud could have a material effect on the financial statements.

b. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.

15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.

16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

17. We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

GOVERNMENT - SPECIFIC

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

19. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

20. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred inflows/outflows of resources, or equity.

21. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.

22. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

23. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.

24. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

25. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

26. As part of your audit, you assisted with preparation of the financial statements and related notes, state financial report and the schedule of federal and state awards. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes, state financial report and the schedule of expenditures of federal and state awards.

27. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except for utility assets pledged as collateral for the revenue bonds.

28. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

29. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

30. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

31. The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.

32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

33. Components of net position (net investment in capital assets, restricted, and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.

34. Provisions for uncollectible receivables have been properly identified and recorded.

35. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

36. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

37. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

38. Deposits and investment securities and derivative transactions are properly classified as to risk and are properly disclosed.

39. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

40. Joint ventures, jointly governed organizations, and other related organizations have been properly disclosed in the financial statements.

41. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

42. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

43. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

44. We acknowledge our responsibility for presenting the nonmajor fund combining statements, individual fund statements, supporting schedules, and statistical data (the supplementary information) in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

45. We agree with the findings of specialists in evaluating the other postemployment benefits, pension benefits, and incurred but not reported claims and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialist.

46. The fact that the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the City's name" during the period significantly exceeded the amounts in those categories as of the balance sheet was properly disclosed in the financial statements.

47. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.

48. The methods and significant assumptions used to determine fair values of financial instruments are as follows: Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

49. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been reduced to their estimated net realizable value.

50. Capital assets, including intangible assets, have been evaluated for impairment as a result of significant and unexpected decline in service utility.

51. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

52. We do not plan to make frequent amendments to our pension or other post-retirement benefit plans.

53. Tax abatement agreements have been properly disclosed in the notes to the financial statements.

54. We have not completed the process of evaluating the impact that will result from adopting Governmental Accounting Standards Board (GASB) Statements No. 87, *Leases,* as discussed in Note 4.F. The City is therefore unable to disclose the impact that adopting this GASB Statement will have on its financial position and the results of its operations when the Statement is adopted.

55. With respect to federal and state award programs:

    a. We are responsible for understanding and complying with and have complied with the requirements of the Uniform guidance and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration, including requirements relating to preparation of the schedule of expenditures of federal and state awards.

b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of the Uniform Guidance and the schedule of expenditures of state awards (SESA) in accordance with the requirements of the *State Single Audit Guidelines* and we believe the SEFA and SESA, including their form and content, are fairly presented in accordance with the Uniform Guidance and the Guidelines. The methods of measurement or presentation of the SEFA and SESA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA and SESA.

c. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and the *State Single Audit Guidelines* compliance audit and have included in the SEFA and SESA expenditures made during the audit period for all awards provided by federal and state agencies in the form of awards, cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

d. We are responsible for understanding and complying with, and have complied with, the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards related to each of our federal and state programs and have identified and disclosed to you the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards that are considered to have a direct and material effect on each major federal and state program.

e. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal and state programs that provide reasonable assurance that we are managing our federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a material effect on our federal and state programs. We believe the internal control system is adequate and is functioning as intended.

f. We have made available to you all federal and state awards (including amendments, if any) and any other correspondence with federal and state agencies or pass-through entities relevant to federal and state programs and related activities.

g. We have received no requests from a federal or state agency to audit one or more specific programs as a major program.

h. We have complied with the direct and material compliance requirements, (except for noncompliance disclosed by you), including, when applicable, those set forth in the *OMB Compliance Supplement* and the *State Single Audit Guidelines*, relating to federal and state awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal or state awards.

i. We have disclosed any communications from federal and state awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.

j. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.

k. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, subpart E) and OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, if applicable.

l. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

m. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.

n. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

o. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.

p. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditors' report.

q. Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

r. The copies of federal and state program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal and state agency or pass-through entity, as applicable.

s. We have monitored subrecipients, as necessary, to determine that they have expended subawards in accordance with federal and state statutes, regulations and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance and the *State Single Audit Guidelines.*

t. We have issued management decisions for audit findings that relate to federal and state awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken time and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal and state award provided to the subrecipient.

u. We have considered the results of the subrecipient audits and have made any necessary adjustments to our books and records.

v. We have charged costs to federal and state awards in accordance with applicable cost principles.

w. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and the *State Single Audit Guidelines* and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.

x. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

y. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

z. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance and the *State Single Audit Guidelines.*

56. We have evaluated and classified any subsequent events as recognized or nonrecognized through the date of this letter. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and though the date of this letter that would require adjustment to or disclose in the aforementioned financial statements or in the schedule of findings and questioned costs.

Signed: Diana L. Ellenbecker
Diana Ellenbecker
Finance Director

Signed: Pamela R. Manley
Pam Manley
Assistant Finance Director/Treasurer

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # R.2.

A. To pay the 2017 tax amount for the property at 606 S Broadway St., plus accrued interest, less the amount paid by the previous owner during closing from the Contingency Fund.

B. To waive the 2018 taxes for the property at 606 S Broadway St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Waive Pastor Reacco's 2017 18 taxes

Memorandum

To: Finance Committee

From: Diana Ellenbecker, Finance Director

Date: 8/9/2018

Re: Consideration with possible action to waive outstanding 2017 and 2018 property taxes levied on 606 S Broadway St.

- Parcel 2-81
- Pastor Reacco, Transformation House, purchased property Feb 2017
- 2017 Value = $811,200 (Land $88,900 and Improvements $722,300)
    - 1/1/17 owned by taxable entity
    - Current tax bill due $18,414.60 due 1/31/18
    - Interest $1,289.02 as of 8/8/18
    - $18,414.60 was included in the 2018 tax levy
    - Any waived amount would be an unbudgeted 2018 expense
- 2018 Value = $385,600 reassessed – reduction of $425,600
    - Estimated 2018 tax bill $8,869
- 2018 tax exemption forms due to Assessor's office by 3/1/18
- Pastor Reacco submitted tax exemption form on 6/12/18 to be considered for exempt status for 2018 taxes

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Vanessa Chavez, Law Department Director

AGENDA ITEM # R.3.

To refer to staff for further revisions the amendments to Claims Administration Procedure Ordinance (GBMC 7.01 et seq) providing for changes to the City's claims committee and establishing a relief fund.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Ordinance 8.7.18 FINAL

GENERAL ORDINANCE NO. ___-18

AN ORDINANCE
AMENDING CHAPTER 7, GREEN BAY MUNICIPAL CODE,
RELATING TO CLAIMS ADMINISTRATION

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

SECTION 1. Chapter 7, Green Bay Municipal Code, is hereby amended as follows:

7.01 **ADOPTION OF STATE LAW**. All applicable state laws including, but not limited to, statutes of limitations, procedures, and other requirements pertaining to municipal claims and damages, as from time to time amended, changed, deleted, modified, or created, are hereby adopted by reference, made effective, and incorporated as if fully set forth herein. Any act required to be performed or prohibited by any laws so incorporated by reference is required or prohibited by this resolution.

7.02 **ESTABLISHMENT OF CLAIMS COMMITTEE.** The City Claims Committee shall be comprised of the City Attorney, Deputy City Attorney, one paralegal from the Law Department, Risk Manager, and the Finance Director or his/her designee. The Claims Committee shall have the sole, complete, and final authority to deny, settle, or approve payment for any and all claims received pursuant to § 893.80, Wis. Stats, up to $50,000.00. The Claims Committee shall meet at least monthly.

7.03 **PROCEDURE**.

(1) Claims shall be served upon the City Clerk or his/her designee. The City Clerk shall immediately forward to the City Attorney all claims filed against the City pursuant to § 893.80, Wis. Stats. The City Attorney, in conjunction with the City's insurer, shall cause a file to be created and maintained for each claim received and shall retain and process the original claim as required by law.

(2) The City Attorney, or its third party insurance administrator, shall promptly provide a notice to the claimant confirming receipt of such claim and shall request of the claimant such additional information as may be necessary to process the claim. The notice required by this paragraph shall be a courtesy notice only and imposes no obligations beyond those set forth by § 893.80, Wis. Stats. It shall be the responsibility of the claimant for ensuring compliance with the requirements of § 893.80, Wis. Stats.

(3) The City Attorney, or its third party insurance administrator, shall obtain information on the circumstances surrounding the claim from the City department against whom the claim is made, including asking for a statement of facts concerning the claim.

(4) Upon the receipt of requested information from the appropriate department and from the claimant, the claim shall be provided to the Claims Committee for review, along with any recommendations received from the City's insurer.

(5) The Claims Committee may utilize the services of a claims investigator/adjuster. The reports of the investigator/adjuster shall be made available to the claimant upon request pursuant to §19.35, Wis. Stats.

(6) The Committee's recommendations shall be based on established principles of state and federal law, as applicable.

(7) On no less than a quarterly basis, the Claims Committee shall present a report to the Finance Committee describing all claims settled, denied, or approved since last reported.

7.03 **RELIEF FUND**.

(1) In an effort to provide relief to City residents and/or businesses who are monetarily impacted by City operations through no fault of their own, and for which the City bears no liability, a relief fund is hereby established to support the public welfare. The amount of the fund shall be established annually by the City Council as part of its budget. The purpose of the fund is to provide limited assistance to City residents and/or businesses in those instances when protection of the public welfare demands it, not to pay costs incurred by them.

(2) Any claimant who has been denied payment by the Claims Committee on the basis of no liability may petition the Finance Committee for monetary relief for a hardship incurred as a result of the denied claim. The Finance Committee shall hear all such petitions and shall make a recommendation to the Common Council for final approval. The Finance Committee shall evaluate each petition on the following criteria, and using the following procedures:

a. Public purpose to be served, including but not limited to the following:
    i. Prevent an incident-related decrease in property taxes.
    ii. Provide for the welfare of City residents by providing for access to living essentials while responding to incident-related damage.
    iii. Provide for the welfare of City residents by providing for medical treatment sustained from an incident.
b. Nature of the loss and hardship incurred, including impact on day-to-day living. The Committee may consider any of the following:
    i. Incident-related child care expenses.
    ii. Incident-related medical and dental expenses.
    iii. Incident-related funeral and burial expenses.
    iv. Incident-related damages to essential household items (room furnishings, appliances); clothing; tools (specialized or protective clothing and equipment) required for your job; necessary educational materials (computers, school books, supplies).
    v. Fuels for primary heat source (heating oil, gas).
    vi. Clean-up items (wet/dry vacuum, dehumidifier).
    vii. Incident-related damage to an essential vehicle.
    viii. Moving and storage expenses related to the incident (moving and storing property to avoid additional damage while incident-related repairs are being made to the home).
c. Claimant's fault and/or role in the loss;
d. Other revenue sources available to the claimant. Relief is unavailable in instances where insurance coverage is available to pay all or a portion of the damages or losses.

(3) All authorizations for expenditures from the relief fund must be in furtherance of a public purpose as determined by the Common Council. Relief shall only be available until such time as the annual allocation of funds has been exhausted.

(4) Nothing in this Section 7.03 shall be prevent a claimant from seeking legal redress against the City for payment of its claim, provided however, that relief granted hereunder shall be independent from and have no bearing on the liability of the City, and may not be used as evidence of

wrong-doing. In the event of a judgment or award against the City in any actions arising from the claim, the recovery shall be reduced by those amounts received by the claimant from the relief fund.

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

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	Rick Jensen, Purchasing

AGENDA ITEM # R.5.

Consideration with possible action on report of the Purchasing Manager.

5A. Request approval to purchase ammunition for GBPD from Kiesler Police Supply Inc. for $34,028.
5B. Report on the purchase of 16 vehicles for various City Departs off of the 2018 State of Wisconsin Vendornet Contract for $480,677.
5C. Request pre-approval to purchase new cars and light trucks that have been approved in the 2019 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.

To approve items 5A & 5C, and to approve item 5B as amended changing the number of vehicles purchased off the 2018 State of Wisconsin Contract from 16 to 18.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 08-14-18 FIN Mtg Ammo Vehicles

CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
FR: Rick Jensen, Purchasing Manager
DT: August 14, 2018
RE: Purchasing Report
Cc: Diana Ellenbecker, Pam Manley, Andrew Smith

Report of the Purchasing Manager:

1. Request approval to purchase ammunition for GBPD from Kiesler Police Supply Inc. for $34,028.

2. Report on the purchase of 16 vehicles for various City Departs off of the 2018 State of Wisconsin Vendornet Contract for $480,677.

3. Request pre-approval to purchase new cars and light trucks that have been approved in the 2019 City budget through the State of Wisconsin Vendornet Contract, and report the results back to the Finance Committee after the purchases have been made.

The following purchases have been publicly and competitively offered:

Finance Committee - Report of the Purchasing Manager				
DESCRIPTION	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	$ AMOUNT
Ammunition for GBPD	1013220-54031 Professional Standards-Range Guns & Ammunition	Kiesler Police Supply Inc.	2	$34,028
Report of 16 Vehicles Purchased Off the State of Wisconsin Vehicle Contract.	City Budget	Ewald and Holtz Motors	4	$480,677

CITY OF GREEN BAY QUOTATION SUMMARY
RFQ #3073 - Ammunition

DEPT: Police	REQ #200	VENDOR #1			VENDOR #2		
Planholders: 6 Vendors	CC#680	KIESLER POLICE SUPPLY			STREICHER'S INC		
ISSUED: 7/16/18	DUE: 7/30/18	Jeffersonville, IN			Butler, WI		
# Rounds	Caliber, Brand, Grain, Type, Usage	Price per Round	TOTAL	In Stock or Lead Time:	Price per Round	TOTAL	In Stock or Lead Time:
40,000	9mm, Federal, 147 gr, FMJ, Practice	$ 0.19146	$ 7,658.40	In Stock	$ 0.204	$ 8,160.00	45-60 Days
8,000	9mm, Federal, 147 gr, HST HP, Duty	$ 0.25355	$ 2,028.40	In Stock	$ 0.253	$ 2,024.00	45-60 Days
10,000	.45 ACP, Federal, 230 gr, FMJ, Practice	$ 0.29495	$ 2,949.50	In Stock	$ 0.253	$ 2,530.00	45-60 Days
6,000	.45 ACP, Federal, 230 gr, HST HP, Duty	$ 0.33117	$ 1,987.02	In Stock	$ 0.331	$ 1,986.00	45-60 Days
30,000	.223, Federal, 55 gr, FMJ, Practice	$ 0.32082	$ 9,624.60	In Stock	$ 0.330	$ 9,900.00	45-60 Days
10,000	.223, Federal, 55 gr, Tac Bond SP, Duty	$ 0.97800	$ 9,780.00	In Stock	$ 0.990	$ 9,900.00	45-60 Days
	TOTAL:		$ 34,027.92			$ 34,500.00	
	PAYMENT TERMS: NET 30 EARLY PAYMENT DISCOUNT:	Net 30			Net 30		
	COMPANY ACCEPTS P-CARD PAYMENTS:	Yes			No		

Award Recommendation: Award to lowest, responsive, responsible vendor Kiesler Police Supply in the amount of $34,027.92

CITY OF GREEN BAY - PURCHASING DIVISION

To: Finance Committee Members
From: Rick Jensen, Purchasing Manager
Date: August 14, 2018
Subject: 2018 State Contract Vehicle Purchases

Below is a recap of 16 vehicles purchased off of the State of Wisconsin Vehicle Contract in 2018. All of these vehicles were approved in the 2018 City Budget. The State program utilizes a public and competitive bidding process and awards are made to the lowest vendors by make and model.

This year a total of 393 vehicles were bid for State agencies, and bids were received from four vendors.

Dept.	Vehicle Description	Dealer	Date	P.O.#		Price
DPW – Engineering Division	1 - 2018 3500 Silverado	Holz Motors Inc.	1/03/2018	1800005		$33,060
DPW - Engineering Division	1 - 2018 4500 Cab & Chassis	Ewald Hartford Ford	1/3/2018	1800004		$35,716
Parks	1 - 2018 Ford F250	Ewald Hartford Ford	1/26/2018	1800017		$34,000
Parks	1 - 2018 Chev Silverado 1500	Ewald Chevrolet Buick	1/26/2018	1800016		$22,742
DPW/Engineering Division	1 - 2018 Right Hand Drive Jeep	Ewald Motors of Oconomowoc	1/3/2018	1800003		$31,864
DPW/Engineering Division	1 - 2018 Ford Explorer 5 - 2019 F250 Super Duty	Ewald Hartford Ford	4/16/2018	1800075		$106,516
Fire Station #1	1 - 2018 Silverado 2500	Ewald Chevrolet Buick	4/12/2018	1800071		$38,381
Green Bay Metro Police	1 - 2018 F150 Cab & Chassis	Ewald Hartford Ford	6/21/2018	1800130		$27,379
Green Bay Metro Police	1 - 2019 Police Interceptor Utility 2 - 2019 Police Interceptor K9 Utility	Ewald's Hartford Ford	7/3/2018	1800134		$151,019
				TOTAL		**$480,677**

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 21, 2018	

AGENDA ITEM # R.7.

To receive and place on file the informational report of the Hotel Northland Audit completed by Cowie Management Group appointed by Paul Swanson, Receiver.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CMG Letter regarding Hotel Northland 06-25-18
2. Hotel Northland -Examination Report 4-30-18

COWIE MANAGEMENT GROUP
5162 Island View Dr
Oshkosh, WI. 54901
(608)-576-8670

June 25,2018

Vanessa R. Chavez
City Attorney
100 N. Jefferson Street
Green Bay, WI. 54301

Dear Ms. Chavez:

Per your request in our telephone conference of June 18, 2018, based on my examination of the Source and Use of Funds by Hotel Northland, LLC (the Owner) in connection with the acquisition and rehabilitation of the Hotel Northland (the Project) located in Green Bay, WI. I can confirm that all the funds loaned to Hotel Northland LLC by the City of Green Bay (the City) under the HUD Sec 108 agreement were used by the Owner to pay suppliers and sub-contractors for goods and services provided to the renovation/development of Hotel Northland.

On July 28, 2016, the City disbursed $3,236,729.82 of the HUD Sec 108 loan funds by wire transfer to the Owner's account at BMO Harris Bank (account 353-715-6). Theses funds were comingled with funds from other sources (primarily Octagon Credit Partners LP) and based on my examination all funds deposited into this account on and after July 25, 2016 were used to pay "Project" costs.

Additionally, on December 30, 2016, the City disbursed $355,000 of the HUD Sec 108 loan funds by wire transfer to First American Title Company (the Title Company). Those funds were comingled with other funds received by the Title Company for the benefit of the Project and all funds received were disbursed by the Title Company according to approved payment applications.

I have attached a check register for the Owner's BMO Harris bank account for the period of June 10, 2016 through October 12, 2017 that itemizes the details of all receipts and disbursements from that account. I have also attached my analysis of all funds received and disbursed by the Title Company for the benefit of the Project.

Sincerely,

Martin J Cowie
President

CC: Attorney Paul Swanson

REPORT ON THE EXAMINATION

OF HOTEL NORTHLAND

REQUESTED BY THE RECEIVER

ATTORNEY PAUL G. SWANSON

April 30, 2018

Cowie Management Group
5162 Island View Drive
Oshkosh, WI. 54901

April 30, 2018

Paul Swanson
Steinhilber, Swanson Law
107 Church Avenue
Oshkosh, WI. 54901

RE: Hotel Northland, LLC; KPH Environmental Corp.; KPH Construction, Inc.

Dear Attorney Swanson;

Pursuant to your request, I have performed an examination of the Source and Use of Funds by Hotel Northland, LLC in connection with the acquisition and rehabilitation of the Hotel Northland located in Green Bay, WI. Additionally as requested, I have performed an examination of Funds Requested and Received, Costs incurred, and Payments to Suppliers and Sub-Contractors by KPH Construction, Inc. and KPH Environmental Corp. as General Contractor and Sub-Contractor respectively for Hotel Northland, LLC for the rehabilitation of Hotel Northland.

Additionally, I examined the use of the funds received by Hotel Northland LLC from the City of Green Bay HUD Sec 108 Development Loan, prepared a schedule of same and noted any exceptions.

A schedule of Creditor Claims was prepared, comparing those claims with the liabilities listed by Hotel Northland LLC, KPH Construction Inc. an KPH Environmental Corp.

The accompanying report and exhibits provides the scope, the procedures followed, and the results of this examination.

Sincerely,

Martin J Cowie
President

Introduction

Hotel Northland (the Hotel) is located at 304 North Adams Street in Green Bay, Wisconsin. It is an 8-story, 148,000 square foot historic building on the National Register of Historic Places which was built in 1924 and operated as a luxury hotel until it closed and was converted to senior housing in the 1970's. The building was vacated several years ago and the City of Green Bay (The City) has sought private developers to renovated it and bring it back into use.

Keith Harenda and Michael Franz formed Hotel Northland LLC in 2014 and formulated a renovation/development plan (the Project) for the Hotel. In 2015, The City accepted their redevelopment plan and Hotel Northland LLC acquired the Hotel with funds from a $2,000,000 WEDA loan, $2,000,000 in Seller financing, and $305,000 of its own funds.

Hotel Northland, LLC hired KPH Construction, Inc. as the general contractor to renovate the Hotel. In turn, KPH Construction Inc. hired KPH Environmental Corp as one of its sub contractors to provide environmental abatement and demolition services for the Project. Both KPH Construction, Inc. and KPH Environmental Corp are owned by Keith Harenda.

Primary funding for the Project was to be provided by a $12,800,000 Senior Loan from Huntington Bank, a $11,950,000 Bridge Loan from Octagon Credit Partners LP, a HUD Sec 108 loan and a TIF loan from the City of Green Bay totaling $7,200,000 (HUD Loan $4,700,000, TIF Loan $2,500,000), a WHEDA Loan and Seller Loan from the Conservancy Investment Group, LLC totaling $4,000,000 (WEDA Loan $2,000,000, Seller Loan $2,000,000), and a loan from the American Heritage Preservation Association in the amount of $500,000; for a grand total of $36,450,000.

In November of 2016, Huntington Bank with drew its commitment to fund the Senior Loan. As a result Hotel Northland LLC did not have the financial resources to continue the Project. In October 2017, a Wisconsin State Court ordered the appointment of a Receiver for all the Assets of Hotel Northland.

Scope of the Examination

Cowie Management Group (CMG) has been engaged by the Receiver to examine the financial records of Hotel Northland, LLC for the period from its inception in 2014 through the appointment of the Receiver on October 24, 2017 and prepare a schedule of the Source and Use of all funds. See Exhibit A "Summary of Source and Use of Funds by Year from 2014 through 2017" and Exhibit B "Detail Source and Use of Funds for the Years 2014 through 2017".

Additionally, the Receiver has engaged CMG to examine the financial records of KPH Construction Inc. and KPH Environmental Corp. supporting the costs incurred, funds received, payments to suppliers and sub contractors, and the amount of unpaid supplier and sub contractor costs for the Project and prepare a schedule of the results. See Exhibit C for KPH Construction Inc. and Exhibit D for KPH Environmental Corp.

The Receiver requested that CMG examine the use of the funds received by Hotel Northland LLC from the City of Green Bay HUD Sec 108 Development Loan and provide an analysis. See Exhibit E.

The Receiver also requested the CMG prepare a schedule of claims by creditors, compare those claims to the records of Hotel Northland LLC, KPH Construction Inc. and KPH Environmental Corp. See Exhibit F.

Documents Examined

CMG utilized the following documents in its examination of the Project:

1) Documents provided by Hotel Northland LLC; A copy of its accounting system which includes General Ledger and Accounts Payable transactions from June of 2014 through December 4th 2017, Copies of all Hotel Northland LLC bank statements for its accounts at BMO Harris Bank, Huntington Bank and US Bank, A copy of Owner Pay Applications 1 through 10 along with all supporting documents, A copy of the "Accountants Compilation Report" for the Project prepared by Baker Tilly Virchow Krause, LLP dated December 14, 2015.

2) Documents provided by KPH Construction Inc.: A copy of its "Job History Detail Report" for the Project for the period of January 1, 2014 through November 30, 2017 (providing detail transaction history of all costs incurred or charged to the Project by Cost Code), A copy of its "Accounts Payable Invoice History Report" for the Project for the period of January 1, 2014 through December 31, 2017 (providing a detail transaction history of all invoices received, payments made, adjustments to and balances due Suppliers and Subcontractors); A copy of its "Accounts Payable Aging Report" for the Project as of December 4, 2017 (providing a listing of all outstanding invoices and the balance due each Supplier and Subcontractor), Copies of pay applications 1 through 10 along with the documents submitted with each application, Provided access to all Supplier and Sub Contractor invoices and contracts. and access to its BMO Harris Bank statements for both the general and payroll accounts.

3) Documents provided by KPH Environmental Corp.: A copy of its "Job History Detail Report" for the Project for the period of January 1, 2014 through January 31, 2018: A copy of its "Accounts Payable Invoice History Report" for the Project for the period of January 1, 2014 through December 31, 2017; A copy of its "Accounts Payable Aging Report" for the Project as of February 13, 2018, Copies of Employee Job Detail Report for the period of November 1, 2015 to December 31, 2016, and access to all supplier and Subcontractor invoices and contracts.

4) Documents provided by KPH Construction Services, LLC.: A copy of its "Job History Detail Report" for the Project for the period of January 1, 2014 through January 31, 2018; A copy of its Balance Sheet as of 12-31-16 and Income Statements for the Year 12-31-16 and 12-31-17, and 2016 Federal Tax Return.

5) Banking records of Hotel Northland LLC, KPH Construction Inc. and Keith Harenda obtained by the Receiver by subpoena of BMO Harris Bank including bank statements, deposit and disbursements records.

6) Records of Hotel Northland LLC related to the Project obtained by the Receiver by subpoena of Huntington Bank, including bank statements, deposit and disbursements records, contract agreements and memoranda, draw disbursement documents and schedules.

7) Documents provided by First American Title Company related to funding of draws 1 through 9 for the Project.

8) December 14, 2015 "Hotel Northland Flow of Funds Memo" to U.S. Bancorp Community Development Corporation from Hush Blackwell LLP.

9) Documents provided by the City of Green Bay related to its disbursement of funds in conjunction with its HUD Sec 108 loan to Hotel Northland LLC.

Examination Procedures

Hotel North Land , LLC

All funds deposited in and disbursed from Hotel Northland's bank accounts in the years 2014 through 2017 were vouched to supporting documents. All funds credited and disbursed for the same period, that did not flow directly through the bank accounts of Hotel Northland LLC, were also vouched and reconciled to contracts, loan closing documents and property acquisition closing documents and other documents verifying such transactions.

These transactions were reconciled to pay applications submitted by Hotel Northland LLC and approved by those charged with Project oversight by the various lenders funding the project.

The data examined was then compiled in Exhibits A and B providing a "Summary of Source and Use of Funds" and a "Detail Source and Use of Funds" for the years 2014 through 2017.

In summary, Hotel Northland received a total of $24,202.265.96 of funds from the following sources;

Octagon Credit Partners, LP	$ 11,950,000.00
City of Green Bay (TIF Loan and HUD Sec 108 Loan)	$ 6,091,729.82
Conservancy Investment Group, LLC	$ 4,000,000.00
Owners cash investment	$ 1,015,000.00
US Bank Community Development Corporation	$ 845,675.97
KPH Construction, Inc.	$ 297,000.00
Other	$ 2,860.17
Total	$ 24,202,265.96

It disbursed a total of $24,201,244.47 for the following uses;

Purchase of property at 304 North Adams St. Green Bay, WI.	$ 3,815,976.00
Project Soft Costs	$ 5,890,061.03
Project Hard Costs	$ 13,908,563.04
US Bank Community Development Corporation (return of reserve)	$ 410,273.59
Michael D Frantz	$ 100,000.00
Steve Frantz	$ 20,000.00
Hotel Northland Master Tenant, LLC (Capital Contribution)	$ 22,875.00
KPH Construction, Inc.	$ 29,466.64
Hotel Northland LLC -operating expenses	$ 4,029.17
Total	$ 24,201,244.47
Funds not disbursed	$ 1,021.49

KPH Construction, Inc. (KPH Construction)

KPH Construction submitted ten pay applications to Hotel Northland LLC for which it received payment. Each of theses pay applications were reconciled to the ten Hotel Northland LLC draw requests that were approved and funded.

All supplier and sub contractor costs reported in the "Job History Detail Report" for the Project were vouched to supporting invoices and contracts. All payments to suppliers and sub contractors reported in the "Accounts Payable Invoice History Report" for the Project were vouched to bank records for verification. All invoices from suppliers and sub contractors reported in the "Accounts Payable Invoice History Report" for the Project were reconciled with the "Job History Detail Report". The supplier and Sub Contractor's paid and unpaid invoices were reconciled with the total costs reported in the "Job History Detail Report" for the Project.

The data examined was then compiled in Exhibits C to provide a "Summary of Funds Requested and Received for Pay Applications 1 thru 10 and Costs Incurred and Payments made to Suppliers and Sub Contractors as of Dec 4, 2017".

In Summary, KPH Construction submitted pay applications requesting $12,708,459.75 for work completed on the Project. It was paid $11,974,159.64. It incurred $21,148,617.35 in costs on the Project, paid its suppliers and sub contractors $12,044,544.10 and owes them $9,104,073.25.

KHP Construction submitted pay applications to Hotel Northland, LLC in which it requested and was approved payment for "General Conditions" totaling $2,035,588.00. Hotel Northland paid KPH Construction $1,904,121.42 of the approved amount (a retainage hold back in the amount of $131,466.58 was deducted from the approved amount).

KPH Construction paid its "General Conditions" suppliers and subcontractors $1,782,038.18 and retained $122,083.24 of the funds received for "General Conditions" and utilized those funds to pay costs incurred on other aspects of the job. Exhibit C-1 is an analysis of funds received by KPH Construction for "General Conditions" and payment of costs incurred.

KPH Environmental Corp (KPH Environmental)

KPH Environmental submitted nine pay applications to KPH Construction for which it received payment. Each of theses pay applications were reconciled to the pay applications submitted by KPH Construction to Hotel Northland LLC, and to KPH Construction's "Job History Detail Report", "Accounts Payable Invoice History Report" and "Accounts Payable Aging Report".

All supplier and sub contractor costs reported in KPH Environmental's "Job History Detail Report" for the Project were vouched to supporting invoices and contracts. All invoices from suppliers and sub contractors reported in KPH Environmental's "Accounts Payable Invoice History Report" for the Project were reconciled to its "Job History Detail Report". The Supplier's and Sub Contractor's paid and unpaid invoices were reconciled with the total costs reported in its "Job History Detail Report" for the Project.

The data examined was then compiled in Exhibits D to provide a "Summary of Funds Requested and Received for Pay Applications 1 thru 9 and Costs Incurred and Payments made to Suppliers and Sub Contractors as of February 13, 2018".

In Summary, KPH Environmental submitted pay applications requesting $1,810,224.67 for work completed on the Project. It was paid $1,718,666.99. It incurred $1,425,928.36 in costs, paid its suppliers and sub contractors $1,232,158.85 and owes them $193,769.51.

KPH Construction Services, LLC. (KPH-Services)

KPH Construction Services, LLC is owned by Rod Reineke who is also the Chief Financial Officer of KPH Construction, Inc. This company was created to provide labor to KPH Construction.

KPH Services is listed as a vender on the "Accounts Payable Invoice History Report" of KPH Construction for the Project with a balance due of $ 845,677.05. This amount could not be reconciled to KPH Construction's "Job History Detail Report".

When asked about the discrepancy, Mr. Reineke stated that the balance due KPH Services by KPH Construction represents the "mark-up" over cost for labor provided to the Project that KPH Construction did not pay KPH Services. He stated that labor provided by KHP Services was recorded in KPH Construction's "Job History Detail Report" at "cost" with no "mark-up". This was verified by comparing the total costs reported on the "Job History Detail Report" of KPH Services ($1,469,490.87) to the total labor costs provided by KPH Services reported in the "Job History Detail Report" of KPH Construction ($1,469,373.31).

When asked how the "mark-up" of $845,677.05" was recorded as a liability of KPH Construction for the Project with out recording it in the "Job History Detail Report" as was done for all the other Supplier and Sub Contractor costs, he stated that he recorded the "cost" in a non-project inter-company account.

Mr. Reineke provided Income Statements for 2016 and 2017 which showed that "Direct Job Expense" was greater than "Revenue" for both years and both Income Statements showed "zero" Net Profit. He also provided a copy of the 2016 Federal income tax return for KPH Services and it also reported "zero" Net Income.

Based on the documents examined, it would appear that KPH Services has been charging KPH Construction for labor services at cost with no "profit Mark-up".

The balance sheet provided by Mr. Reineke for KPH Services as of 12-31-16 reported an amount owed to KPH Services by KPH Construction of $260,748.08. The Federal Tax return for KPH Services reported the same amount owed by KPH Construction to KPH Services.

By subtracting payments made to and still owing to all suppliers and subcontractors related to this Project, except KPH Services, from the total costs reported in KPH Construction's "Job History Detail Report" the result is an un accounted for variance (total costs exceeding payments plus accounts payable) of approximately $260,000. This corresponds with the amount owed by KPH Construction to KPH Services.

KPH Services submitted a claim against the Project in the amount of $ 845,677.05. In its "Proof of Claim" it provided a contract and change orders totaling $ 1,052,260.13 with KHP Construction to provide labor for "Demolition". A summary of the contract and change orders is as follow:

Contract/Change Order Number	Date	Amount
555	12-31-14	$ 999,430.67
555/1	12-31-14	$ 23,383.00
555/2	6-15-16	$ 17,951.46
555/3	6-16-16	$ 5,327.00
555/4	6-15-16	$ 6,128.00
		$ 1,052,260.13

These exact same amounts are listed under Demolition on page 2 of form AIA G702 submitted by KPH Environmental to KPH Construction in its applications for payment on the Project (See Exhibit G and G-1 AIA Document G702 attached).

KPH Services also submitted various invoices billing KPH Construction for labor provided to the Project, however, these charges were not included in the Project costs reported in KHP Construction's "Job History Detail Report".

Based on the documents examined, the claim submitted by KPH Services can not be verified.

City of Green Bay HUD Sec 108 Development Loan

The City of Green Bay (the City) authorized a $ 4,700,000 loan to Hotel Northland LLC under a HUD Sec 108 Development Loan program.

On July 28, 2016 the City wired $3,236,729.82 to a Hotel Northland, LLC's (Owner) account at BMO Harris Bank. On December 30, 2016, the City wired $355,000 to First American Title Company for the benefit of Hotel Northland, LLC and paid these funds to KPH Construction. These funds were intended to pay specific expenses related to the Project. Exhibit E is an analysis of the intended and actual use of these funds.

The disbursement of $3,236,729.82 by the City was supported by a "HUD Section 108 Loan Disbursement Log" (Exhibit E-1) listing the specific expenses to be funded by this disbursement. This Log is a summary of the documentation provided by the Owner to Dawn Foeller Finance Director for the City in response to her request for support for the intended use of the funds to ensure compliance with HUD regulations. The following are inconsistencies between the "intended use" and "actual use" of the funds by the Owner.

In disbursement category 1 "Owner Purchased Equipment" , the loan funded $187,439 for carpeting (Milliken invoice). The owner actually paid $160,590 to Milliken for carpet, leaving a variance between funded and disbursed funds of $26,849 in this category.

In disbursement category 2 "Specialty Equipment Restaurant and Banquet", the loan funded $621,000 supported by "Schedule A -Kitchen Equipment Quote from Edward Don & Company" in the amount of $753,656.72. The owner did not purchase any equipment from Edward Don & Company and did not pay any other company for Specialty Equipment Restaurant and Banquet. This leaves a variance between funded and disbursed funds of $621,000 for this category.

In disbursement category 5 "Technology (internet/phone)" the loan funded $453,174 supported by a pay application from Faith Technology, Inc dated 07/31/16 in the amount of $453,174.30 ($503,527 less retainage of $50,352.70) indicating that this work was 50% done. The work was subsequently billed by Faith Technology, Inc to KPH Construction, Inc. on pay applications 1 through 5 dated May 31, 2016 through September 30, 2016. KPH Construction was paid through their pay applications 7 through 10 and paid the contractor $299,744.10 for this work. See Exhibit E-2. This leaves a variance between funded and disbursed funds of $153,430 for this category.

In disbursement category 9 "Historic Consultants" the loan funded $165,634.82 supported by invoices from Preservation Design Work LLC (invoices 1147, 1158, 1172, 1175 all dated in 2014). The Owner paid a total of $115,966 in 2014 and 2015 and made no payment to this vender in 2016. This leaves a variance between funded and disbursed funds of $153,430 for this category.

The total variances between funded and disbursed funds identified above from the City of Green Bay Sec 108 loan is $850,948.

Creditor Claims

Exhibit F is a schedule of Claims filed, Amounts paid by the Receiver to Claimants, and Amounts due claimants per Owner-Contractor Records. This data was compiled from the "Proof of Claims" filed by the Claimants with the Receiver, the Receiver's Cash Receipts and Disbursements Record, and the financial records of Hotel Northland LLC, KHP Construction Inc. , and KPH Environmental Corp.

Hotel Northland LLC
Exhibit A
Summary of Source and Use of Funds
by Year from 2014 through 2017

	2014	2015	2016	2017	Total
Source of Funds					
Frantz-Hobart Investment Services	$ 368,100.00	$ 143,400.00	$ -	$ -	$ 511,500.00
Keith Harenda	$ 347,000.00	$ 156,500.00	$ -	$ -	$ 503,500.00
Octagon Credit Partners, LP	$ -	$ 4,500,000.00	$ 7,450,000.00	$ -	$ 11,950,000.00
WEDA Loan -Conservancy Investment Group, LLC	$ -	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00
Seller Loan -Conservancy Investment Group LLC	$ -	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00
Hotel Northland Master Tenant LLC -USBank CDC	$ -	$ 777,386.00	$ 68,289.97	$ -	$ 845,675.97
TIF Loan -City of Green Bay	$ -	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00
HUD Sec 108 Loan -City of Green Bay	$ -	$ -	$ 3,591,729.82	$ -	$ 3,591,729.82
American Heritage Preservation	$ -	$ -	$ 916.67	$ -	$ 916.67
KPH Construction, Inc.	$ -	$ -	$ 290,000.00	$ 7,000.00	$ 297,000.00
Temperature Equipment Corp.	$ -	$ -	$ -	$ 1,162.99	$ 1,162.99
Interest Income	$ -	$ 27.69	$ 689.55	$ 63.27	$ 780.51
Total Source of Funds	$ 715,100.00	$ 12,077,313.69	$ 11,401,626.01	$ 8,226.26	$ 24,202,265.96
Use of Funds					
Purchase of Hotel Northland	$ -	$ 3,815,976.00	$ -	$ -	$ 3,815,976.00
Project Soft Costs					
Administrative Fees	$ -	$ 100,000.00	$ -	$ -	$ 100,000.00
Loan Commitment Fee	$ 10,500.00	$ 439,000.00	$ -	$ -	$ 449,500.00
Developer Fee	$ -	$ 150,000.00	$ -	$ -	$ 150,000.00
Professional Fees					
Legal Fees	$ 114,950.00	$ 372,000.00	$ 182,676.25	$ 60,384.00	$ 730,010.25
Consultants	$ 22,770.00	$ 463,133.11	$ 37,775.39	$ 31,453.45	$ 555,131.95
Total	$ 137,720.00	$ 835,133.11	$ 220,451.64	$ 91,837.45	$ 1,285,142.20
Insurance	$ -	$ 43,582.00	$ 14,145.00	$ 25,312.25	$ 83,039.25
Interest (Including WEDA Reserve)	$ -	$ 1,806,667.00	$ 34,190.32	$ 16,500.00	$ 1,857,357.32
Broker Fee	$ -	$ 275,000.00	$ -	$ -	$ 275,000.00
Architectural & Design	$ 327,877.29	$ 756,782.77	$ 348,785.96	$ 6,820.93	$ 1,440,266.95
Bonding	$ -	$ 145,195.00	$ -	$ 1,919.00	$ 147,114.00
Environmental	$ -	$ 26,490.28	$ -	$ -	$ 26,490.28
Title Company Fees	$ -	$ -	$ 3,130.00	$ -	$ 3,130.00
Property Taxes	$ -	$ -	$ 73,021.03	$ -	$ 73,021.03
Total Soft Costs	$ 476,097.29	$ 4,577,850.16	$ 693,723.95	$ 142,389.63	$ 5,890,061.03
Hard Costs					
Permits -City of Green Bay	$ -	$ -	$ 59,488.68	$ -	$ 59,488.68
Permits -KPH Construction, Inc.	$ -	$ -	$ 560.00	$ -	$ 560.00
KPH Construction, Inc. (Building Rehabilitation)	$ -	$ 502,527.20	$ 11,471,632.55	$ -	$ 11,974,159.75
Purchased Equipment	$ -	$ -	$ 1,315,300.02	$ -	$ 1,315,300.02
Historical Preservation	$ -	$ -	$ 34,000.00	$ 246,500.00	$ 280,500.00
Holding Costs	$ -	$ -	$ -	$ 2,531.08	$ 2,531.08
FF&E	$ -	$ -	$ 273,709.86	$ 2,313.65	$ 276,023.51
Total Hard Costs	$ -	$ 502,527.20	$ 13,154,691.11	$ 251,344.73	$ 13,908,563.04
Total Project Cost Expenditures	$ 476,097.29	$ 8,896,353.36	$ 13,848,415.06	$ 393,734.36	$ 23,614,600.07

Hotel Northland LLC
Exhibit A
Summary of Source and Use of Funds
by Year from 2014 through 2017

	2014	2015	2016	2017	Total
Hotel Northland Operating Expenses					
Accounting Fees	$ -	$ -	$ 450.00	$ -	$ 450.00
Bank Fees	$ 43.40	$ 295.18	$ 2,781.21	$ 404.63	$ 3,524.42
Office Supplies	$ 54.75	$ -	$ -	$ -	$ 54.75
Total	$ 98.15	$ 295.18	$ 3,231.21	$ 404.63	$ 4,029.17
Michael D Frantz	$ -	$ -	$ 100,000.00	$ -	$ 100,000.00
Steve Frantz	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Hotel Northland Master Tennant LLC-USBank CDC	$ -	$ -	$ 410,273.59	$ -	$ 410,273.59
Master Tenant Manager Capital Contribution to Master Tenant LLC	$ -	$ 22,875.00	$ -	$ -	$ 22,875.00
Soft costs from Draw 2 paid to KPH Construction, Inc	$ -	$ -	$ 29,466.64	$ -	$ 29,466.64
Total Use of Funds	$ 476,195.44	$ 8,919,523.54	$ 14,411,386.50	$ 394,138.99	$ 24,201,244.47
Increase (decrease) in Funds	$ 238,904.56	$ 3,157,790.15	$ (3,009,760.49)	$ (385,912.73)	$ 1,021.49
Beginning Funds	$ -	$ 238,904.56	$ 3,396,694.71	$ 386,934.22	$ -
Ending Funds	$ 238,904.56	$ 3,396,694.71	$ 386,934.22	$ 1,021.49	$ 1,021.49

Hotel North Land, LLC
Exhibit B
Detail Source and Use of Funds
for the year 2014 through 2017

	Grand Total All Payments	Hotel Acquisition & Loan Closing	City of Green Bay HUD Sec 108	Other Project Costs Requested in Draws	Other Project Costs Not Requested in Draws
Use of Funds					
Purchase of Hotel Northland					
Wisconsin Housing Presevation Corp	$ 3,772,561.00	$ 3,772,561.00	$ -	$ -	$ -
First American Title -fees	$ 43,415.00	$ 43,415.00	$ -	$ -	$ -
Total	$ 3,815,976.00	$ 3,815,976.00	$ -	$ -	$ -
Soft Costs					
Adminstrative Fees					
City of Green Bay	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -
FirstMerit Bank -2016 & 2017 Hud Reserve	$ 50,000.00	$ 50,000.00	$ -	$ -	$ -
WEDA Servicing Fee	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -
Total	$ 100,000.00	$ 100,000.00	$ -	$ -	$ -
Loan Commiment Fee					
FirstMerit Bank	$ 140,000.00	$ 140,000.00	$ -	$ -	$ -
Octagon Credit Partners, LLC	$ 239,000.00	$ 239,000.00	$ -	$ -	$ -
GLAC	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
Wisconsin's EB5 Regional Center	$ 25,000.00	$ -	$ -	$ 20,000.00	$ 5,000.00
WEDA	$ 23,500.00	$ -	$ -	$ 20,000.00	$ 3,500.00
Conservancy Investment Group (CIG)	$ 20,000.00	$ 20,000.00	$ -	$ -	$ -
Total	$ 449,500.00	$ 399,000.00	$ -	$ 40,000.00	$ 10,500.00
Developer Fee					
Hush Blackwell LLP for the benefit of Hotel Northland Developer Fee	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -
Professional Fees					
Legal Fees					
Axley Law	$ 30,000.00	$ 30,000.00	$ -	$ -	$ -
Hush Blackwell LLP	$ 38,500.00	$ 38,500.00	$ -	$ -	$ -
Mallery & Zimmerman S.C.	$ 150,000.00	$ 50,000.00	$ -	$ -	$ 100,000.00
Whyte Hirschboeck Dudek S.C.	$ 87,051.25	$ 85,000.00	$ -	$ 2,051.25	$ -
Woods Rodgers PLC	$ 26,000.00	$ 26,000.00	$ -	$ -	$ -
Rosenblum Goldenhersh P.C	$ 7,500.00	$ 7,500.00	$ -	$ -	$ -
Brigette A Breittenbach	$ 75,000.00	$ 75,000.00	$ -	$ -	$ -
Goldstein & McClintock	$ 3,675.00	$ -	$ -	$ 3,675.00	$ -
FirstMerit Bank	$ 32,900.00	$ -	$ -	$ -	$ 32,900.00
OCTAGON FINANCIAL	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
First Pathways Partners (CPR Money)	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00
THOMAS DEMUTH	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
HINSHAW & CULBERTSON, LLP	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00
KPH Construction, Inc.	$ 217,384.00	$ -	$ -	$ -	$ 217,384.00
Total	$ 730,010.25	$ 312,000.00	$ -	$ 5,726.25	$ 412,284.00

Hotel North Land, LLC
Exhibit B
Detail Source and Use of Funds
for the year 2014 through 2017

	Grand Total	Hotel Acquisition	City of Green Bay	Other Project Costs	
	All Payments	& Loan Closing	HUD Sec 108	Requested in Draws	Not Requested in Draws
Consultants					
Baker Tilly Capital LLC	$ 290,459.00	$ 266,989.00	$ -	$ -	$ 23,470.00
Novogradac & Company LLP	$ 14,500.00	$ 14,500.00	$ -	$ -	$ -
GTC Consultants, PC	$ 53,634.77	$ 10,885.88	$ -	$ 21,505.41	$ 21,243.48
Preferred Hotel Group	$ 44,230.00	$ 44,230.00	$ -	$ -	$ -
American Heritage Preservation Assoc	$ 916.67	$ 916.67	$ -	$ -	$ -
Company B Band Marketing LLC	$ 111,678.17	$ 111,151.86	$ -	$ -	$ 526.31
Michael Thomas LLC (Dennis Doucette)	$ 14,459.70	$ -	$ -	$ -	$ 14,459.70
HVS	$ 10,253.64	$ -	$ -	$ -	$ 10,253.64
SONNENBLICK-EICHNER COMPANY	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
Total	$ 555,131.95	$ 448,673.41	$ -	$ 21,505.41	$ 84,953.13
Total Professional Fees	$ 1,285,142.20	$ 760,673.41	$ -	$ 27,231.66	$ 497,237.13
Insurance					
Traxler & Tong, Inc	$ 1,550.00	$ 1,550.00	$ -	$ -	$ -
M3 Insurance	$ 81,489.25	$ 42,032.00	$ -	$ 14,145.00	$ 25,312.25
	83,039.25	43,582.00	-	14,145.00	25,312.25
Interest					
Octagon Credit Partners, LLC	$ 1,394,167.00	$ 1,394,167.00	$ -	$ -	$ -
CIG Interest Reserve	$ 198,000.00	$ 198,000.00	$ -	$ -	$ -
WEDA Interest Reserve	$ 214,500.00	$ 198,000.00	$ -	$ -	$ 16,500.00
CIG/WEDA Daily interest	$ 16,500.00	$ 16,500.00	$ -	$ -	$ -
HUD Section 108 Loan -City of Green Bay	$ 24,980.32	$ -	$ -	$ 24,980.32	$ -
HTC -Historic Equity Wisconsin Inc	$ 9,210.00	$ -	$ -	$ 9,210.00	$ -
	1,857,357.32	1,806,667.00	-	34,190.32	16,500.00
Broker Fee					
Foss & Company	$ 275,000.00	$ 275,000.00	$ -	$ -	$ -
Architectural & Design					
Kahler Slater	$ 974,378.12	$ 522,443.86	$ -	$ 191,934.26	$ 260,000.00
LP/W Design Studios	$ 231,009.48	$ 138,750.00	$ -	$ 49,758.55	$ 42,500.93
EDWARD DON	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
JM Hiller Consulting, LLC	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00
Preservation Design Works LLC	$ 115,966.20	$ 66,588.91	$ -	$ -	$ 49,377.29
The Gettys Group	$ 110,413.15	$ -	$ -	$ 110,413.15	$ -
	$ 1,440,266.95	$ 727,782.77	$ -	$ 352,105.96	$ 360,378.22
Bonding					
J. Ryan Bonding, Inc	$ 147,114.00	$ 145,195.00	$ -	$ -	$ 1,919.00
Environmental					
KPH Environmental Corp.	$ 26,490.28	$ 26,490.28	$ -	$ -	$ -
Title Company Fees					
First American Title	$ 3,130.00	$ -	$ -	$ 3,130.00	$ -

Hotel North Land, LLC
Exhibit B
Detail Source and Use of Funds
for the year 2014 through 2017

	Grand Total	Hotel Acquisition	City of Green Bay	Other Project Costs	
	All Payments	& Loan Closing	HUD Sec 108	Requested in Draws	Not Requested in Draws
Property Taxes					
Brown County	$ 73,021.03	$ -	$ -	$ 73,021.03	$ -
Total Soft Costs	$ 5,890,061.03	$ 4,434,390.46	$ -	$ 543,823.97	$ 911,846.60
Hard Costs					
Permits -City of Green Bay	$ 59,488.68	$ -	$ 59,488.68	$ -	$ -
Permits -KPH Construction	$ 560.00	$ -	$ 280.00	$ 280.00	$ -
KPH Construction -Restoration Costs	$ 11,974,159.65	$ 502,527.20	$ 299,744.10	$ 11,171,888.35	$ -
Owner Purchased Equipment					
Air Handlers (TEC Invoice 4437842-00A)	$ 699,640.13	$ -	$ 699,640.13	$ -	$ -
Chillers (TEC Invoice 4422071-00A)	$ 218,262.62	$ -	$ 218,262.62	$ -	$ -
Boilers (Heat and Power Invoice 31314)	$ 236,807.50	$ -	$ 94,657.50	$ -	$ 142,150.00
Carpet (Milliken Invoice)	$ 160,589.77	$ -	$ 160,589.77	$ -	$ -
Total Purchased Equipment	$ 1,315,300.02	$ -	$ 1,173,150.02	$ -	$ 142,150.00
Historical Presevation -Spolar Studios					
Spolar Studios	$ 34,000.00	$ -			$ 34,000.00
KPH Construction	$ 246,500.00	$ -	$ -	$ -	$ 246,500.00
	$ 280,500.00	$ -	$ -	$ -	$ 280,500.00
FF&E					
Aspen Lodging	$ 72,289.97	$ -	$ -	$ 72,289.97	$ -
Absolute Procurement	$ 72,413.70	$ -	$ -	$ 21,000.00	$ 51,413.70
Bruce Real Estate	$ 60,189.84	$ -	$ -	$ -	$ 60,189.84
Fairmont Designs Hospitality Group Inc.	$ 60,082.50	$ -	$ -	$ -	$ 60,082.50
Other	$ 11,047.50	$ -	$ -	$ -	$ 11,047.50
Total FF&E	$ 276,023.51	$ -	$ -	$ 93,289.97	$ 182,733.54
Holding Costs					
NATIONAL CONSTRUCTION RENTALS	$ 2,531.08	$ -	$ -	$ -	$ 2,531.08
Total Hard Costs	$ 13,908,562.94	$ 502,527.20	$ 1,532,662.80	$ 11,265,458.32	$ 607,914.62
Total Project Costs	$ 23,614,599.97	$ 8,752,893.66	$ 1,532,662.80	$ 11,809,282.29	$ 1,519,761.22

Hotel North Land, LLC
Exhibit B
Detail Source and Use of Funds
for the year 2014 through 2017

	Grand Total	Hotel Acquisition	City of Green Bay	Other Project Costs	
	All Payments	& Loan Closing	HUD Sec 108	Requested in Draws	Not Requested in Draws
Other Uses -Non Project					
Accounting Fees	$ 450.00	$ -	$ -	$ -	$ 450.00
Bank Fees	$ 3,524.42	$ -	$ -	$ 295.18	$ 3,229.24
Office Supplies	$ 54.75	$ -	$ -	$ -	$ 54.75
Soft costs from Draw 2 paid to KPH Construction	$ 29,466.64	$ -	$ -	$ 29,466.64	$ -
Michael D Frantz	$ 100,000.00	$ -	$ -	$ 100,000.00	$ -
Steve Frantz	$ 20,000.00	$ -	$ -	$ 20,000.00	$ -
DUE FROM HOTEL NORTHLAND MASTER TENANT	$ 22,875.00	$ -	$ -	$ -	$ 22,875.00
Hotel Northland Master	$ 410,273.59	$ -	$ -	$ 410,273.59	$ -
Funds Transfers (In) Out	$ -	$ 114,492.34	$ -	$ (114,492.34)	$ -
Total Other Use of Funds	$ 586,644.40	$ 114,492.34	$ -	$ 445,543.07	$ 26,608.99
Grand Total of Use of Funds	$ 24,201,244.37	$ 8,867,386.00	$ 1,532,662.80	$ 12,254,825.36	$ 1,546,370.21
Source of Funds					
Octagon Capital Partners, LP	$ 11,950,000.00	$ 4,500,000.00	$ -	$ 7,450,000.00	$ -
Conservancy Investment Group LLC (CIG)	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -
WHEDA Loan	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -
Frantz-Hobart Investment Services	$ 511,500.00	$ -	$ -	$ -	$ 511,500.00
Keith Harenda	$ 503,500.00	$ -	$ -	$ -	$ 503,500.00
Master Hotel Northland Master Tenant LLC -USBank CDC	$ 845,675.97	$ 367,386.00	$ -	$ 478,289.97	$ -
TIF Loan -City of Green Bay	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00	$ -
HUD Sec 108 Loan -City of Green Bay	$ 3,591,729.82	$ -	$ 1,532,662.80	$ 1,824,455.73	$ 234,611.29
American Heritage Preservation	$ 916.67	$ -	$ -	$ 916.67	$ -
KPH CONSTRUCTION CORP	$ 297,000.00	$ -	$ -	$ -	$ 297,000.00
Temperature Equipment Corp.	$ 1,162.99	$ -	$ -	$ 1,162.99	$ -
Interest Income	$ 780.51	$ -	$ -	$ -	$ 780.51
Total Source of Funds	$ 24,202,265.96	$ 8,867,386.00	$ 1,532,662.80	$ 12,254,825.36	$ 1,547,391.80
Net Source (Use) of Funds	$ 1,021.59	$ -	$ -	$ -	$ 1,021.59
Beginning Funds	$ -				$ -
Ending Funds	$ 1,021.59				$ 1,021.59

KPH Construction, Inc
Exhibit C
Summary of Funds Requested and Received for Pay Applications 1 thru 10 and Costs Incurred, and Payments to Suppliers and Sub Contractors as of Dec 4, 2017

		Funds Requested	Funds Received	Contractor Costs			Receipts in Excess (less Than) Payments
		Total amount	Total amount	Project Costs	Costs Paid	Unpaid Costs	Amount
1	General Conditions 7 Temporary Construction Requirements	$ 2,035,588.00	$ 1,904,121.42	$ 1,918,903.94	$ 1,672,905.11	$ 245,998.83	$ 231,216.31
2	Selective Demolition & Slab Removal	$ 1,049,334.16	$ 987,915.67	$ 212,783.36	$ 64,444.46	$ 148,338.90	$ 923,471.21
3	Asbestos Abatement and Waste Disposal	$ 754,366.31	$ 715,930.88	$ 1,862,249.90	$ 1,706,317.02	$ 155,932.88	$ (990,386.14)
4	CIP Concrete and Shotcrete	$ 172,327.55	$ 162,609.09	$ 219,492.78	$ 180,466.12	$ 39,026.66	$ (17,857.03)
5	Masonry and Historic Masonry Cleaning	$ 115,895.28	$ 110,100.52	$ 274,592.50	$ 110,100.52	$ 164,491.98	$ -
6	Structural Steel	$ 312,300.00	$ 290,996.14	$ 530,981.00	$ 281,070.00	$ 249,911.00	$ 9,926.14
15	Rough and Finish Carpentry, Millwork, and Casework	$ 329,000.00	$ 299,367.96	$ 1,087,480.22	$ 480,890.48	$ 606,589.74	$ (181,522.52)
16	EPDM roofing and Waterproofing	$ 244,335.00	$ 232,118.25	$ 264,769.00	$ 219,901.50	$ 44,867.50	$ 12,216.75
18	Doors, Frames, Hardware	$ -	$ -	$ 80,282.41	$ 48,849.66	$ 31,432.75	$ (48,849.66)
23	Glazing	$ -	$ -	$ 139,096.25	$ 485.63	$ 138,610.62	$ (485.63)
24	Fixed Louvers	$ 22,344.00	$ 21,226.80	$ 22,344.00	$ 22,344.00	$ -	$ (1,117.20)
25	Gypsum Board	$ 296,887.80	$ 276,832.20	$ 1,939,160.00	$ 275,721.35	$ 1,663,438.65	$ 1,110.85
26	Flooring	$ -	$ -	$ 581,000.00	$ -	$ 581,000.00	$ -
27	Acoustical Panel Ceilings	$ 126,441.20	$ 126,441.20	$ 133,096.00	$ 126,441.20	$ 6,654.80	$ -
28	Interior Painting	$ -	$ -	$ 22,000.00	$ -	$ 22,000.00	$ -
29	Metal Toilet Compartments	$ -	$ -	$ 4,975.01	$ -	$ 4,975.01	$ -
31	Toilet, Bath, and Laundry Accessories	$ -	$ -	$ 52,000.00	$ -	$ 52,000.00	$ -
33	Manufactured Fireplaces and Mantels	$ -	$ -	$ 8,545.63	$ -	$ 8,545.63	$ -
36	Metal Lockers	$ -	$ -	$ 12,899.99	$ -	$ 12,899.99	$ -
39	Electric Traction Elevators	$ -	$ -	$ 810,734.83	$ 9,070.84	$ 801,663.99	$ (9,070.84)
41	Fire Protection	$ 437,321.51	$ 409,719.24	$ 516,287.40	$ 377,218.29	$ 139,069.11	$ 32,500.95
42	Plumbing	$ 1,261,206.34	$ 1,196,960.33	$ 1,571,679.43	$ 1,207,872.55	$ 363,806.88	$ (10,912.22)
43	HVAC	$ 3,471,332.20	$ 3,283,648.08	$ 5,189,314.27	$ 3,281,112.56	$ 1,908,201.71	$ 2,535.52
44	Electrical	$ 1,905,327.21	$ 1,794,586.55	$ 3,558,280.95	$ 1,879,364.53	$ 1,678,916.42	$ (84,777.98)
45	Utility Transformer/Pad/Duct Bank	$ 16,365.19	$ 15,192.43	$ 16,697.88	$ 16,697.88	$ -	$ (1,505.45)
42	Historic Light Fixture Refurbishment	$ 63,360.00	$ 60,929.31	$ 63,360.00	$ 63,360.00	$ -	$ (2,430.69)
43	Fire Fighter System Radio	$ 2,456.00	$ 2,320.52	$ 23,610.60	$ 4,910.40	$ 18,700.20	$ (2,589.88)
	Bowling Equipment and install	$ 15,000.00	$ 14,250.00	$ 32,000.00	$ 15,000.00	$ 17,000.00	$ (750.00)
45	Fee	$ 77,272.00	$ 68,893.05			$ -	$ 68,893.05
		$ 12,708,459.75	$ 11,974,159.64	$ 21,148,617.35	$ 12,044,544.10	$ 9,104,073.25	$ (70,384.46)

KPH Construction, Inc.

Exhibit C-1

General Conditions

Funds Received by KPH and Payment of Costs Incurred

Date Requested	Pay Application No.	Amount Requested and Costs Incurred	Amount Received and Costs Paid	Retainage and Unpaid Costs	Date	Source of Payment
Payments Received						
11/18/15	Pay Application 1	$ 421,076.00	$ 400,022.20	$ 21,053.80	12/18/15	First American Title
01/15/16	Pay Application 2	$ 216,918.00	$ 206,072.10	$ 10,845.90	02/17/16	First American Title
02/15/16	Pay Application 3	$ 197,198.00	$ 187,338.10	$ 9,859.90	03/25/16	First American Title
03/15/16	Pay Application 4	$ 197,198.00	$ 190,277.06	$ 6,920.94	04/13/16	First American Title
04/15/16	Pay Application 5	$ 197,198.00	$ 179,041.68	$ 18,156.32	05/27/16	First American Title
05/15/16	Pay Application 6	$ 130,000.00	$ 130,000.00	$ -	06/06/16	First American Title
06/15/16	Pay Application 7	$ 169,000.00	$ 156,889.10	$ 12,110.90	07/29/16	BMO Harris bank
07/15/16	Pay Application 8	$ 169,000.00	$ 158,926.63	$ 10,073.37	08/25/16	BMO Harris bank
08/15/16	Pay Application 9	$ 169,000.00	$ 160,550.00	$ 8,450.00	10/12/16	First American Title
09/15/16	Pay Application 10	$ 169,000.00	$ 135,004.55	$ 33,995.45	11/21/16	First American Title
		$ 2,035,588.00	$ 1,904,121.42	$ 131,466.58		
Costs Incurred						
General Conditions						
Labor		$ 466,578.67	$ 384,742.24	$ 81,836.43		
Materials		$ 116,826.43	$ 116,826.43	$ -		
Sub Contractors		$ 532,138.45	$ 435,591.33	$ 96,547.12		
OEQ-REQ-BUR		$ 22,717.60	$ 14,659.83	$ 8,057.77		
Total		$ 1,138,261.15	$ 951,819.83	$ 186,441.32		
Dumpsters		$ 157,872.95	$ 189,694.35	$ (31,821.40)		
Cleanup		$ 9,626.16	$ 9,626.16	$ -		
Supervision		$ 311,443.66	$ 263,492.86	$ 47,950.80		
Performance Bond		$ 2,134.00	$ 215.00	$ 1,919.00		
Project Management		$ 111,383.07	$ 93,056.01	$ 18,327.06		
Office Supplies		$ 1,381.86	$ 1,381.86	$ -		
Blue Prints		$ 3,559.36	$ 3,559.36	$ -		
Tests		$ 5,840.00	$ 5,600.00	$ 240.00		
Temporary Utilities		$ 144.03	$ 144.03	$ -		
Temporary Electrical		$ 120,218.77	$ 109,133.07	$ 11,085.70		
Living Facilities		$ 1,255.57	$ 1,255.57	$ -		
Site Storage		$ 1,129.35	$ 1,129.35	$ -		
Construction Aids		$ 86,011.84	$ 86,011.84	$ -		
Temporary Fire Protection		$ 4,237.38	$ 4,237.38	$ -		
Sanitary Facilities		$ 8,673.00	$ 8,673.00	$ -		
Temporary Barriers and Enclosures		$ 7,249.14	$ 7,249.14	$ -		
Scaffolding and Shoring		$ 32,043.68	$ 32,043.68	$ -		
Parking		$ 33.00	$ 33.00	$ -		
Site Preparation		$ 11,143.00	$ 11,143.00	$ -		
Site Utilities		$ 22,942.05	$ -	$ 22,942.05		
Snow Control		$ 2,539.69	$ 2,539.69	$ -		
Total Costs		$ 2,039,122.71	$ 1,782,038.18	$ 257,084.53		
Net Funds Received in excess of Payments to Vendors			$ 122,083.24			

KPH Construction, Inc.

Exhibit C-1

General Conditions

Funds Received by KPH and Payment of Costs Incurred

Date Requested	Pay Application No.	Amount Requested and Costs Incurred	Amount Received and Costs Paid	Retainage and Unpaid Costs	Date	Source of Payment
Vendor and Subcontractors with Balances Due						
General Conditions						
BARRICADE FLASHERS				$ 681.98	12/12/16	
BARRICADE FLASHERS				$ 704.71	11/09/16	
BARRICADE FLASHERS				$ 159.13	01/12/17	
Total				$ 1,545.82		
Batzner				$ 200.00	12/06/16	
Batzner				$ 200.00	11/09/16	
Batzner				$ 200.00	11/03/16	
Batzner				$ 200.00	11/15/16	
Batzner				$ 200.00	11/28/16	
Batzner				$ 200.00	11/23/16	
Batzner				$ 200.00	01/03/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/26/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/01/17	
Batzner				$ 200.00	01/01/17	
Total				$ 3,000.00		
Dawes Rigging & Crane Rental				$ 2,040.00	11/16/16	
Dawes Rigging & Crane Rental				$ 1,720.00	12/15/16	
Dawes Rigging & Crane Rental				$ 5,059.50	01/18/17	
Dawes Rigging & Crane Rental				$ 1,075.00	01/01/17	
Dawes Rigging & Crane Rental				$ 1,075.00	01/01/17	
Total				$ 10,969.50		
KPH Construction Services				$ 127,915.46		
National Construction Rental				$ 632.77	06/01/17	
NATIONAL ELEVATOR INSPECTION				$ (98.00)	08/31/17	
NEXGEN BUILDING SUPPLY				$ 877.80	08/31/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	12/13/16	
PAC-VAN IN PAC-VAN INC.				$ 117.00	11/15/16	
PAC-VAN IN PAC-VAN INC.				$ 117.00	01/10/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	02/07/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	03/07/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	04/04/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	05/02/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	01/01/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	05/30/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	05/30/17	
PAC-VAN IN PAC-VAN INC.				$ 127.50	06/27/17	
PAC-VAN IN PAC-VAN INC.				$ 127.50	07/25/17	
PAC-VAN IN PAC-VAN INC.				$ 127.50	09/01/17	
PAC-VAN IN PAC-VAN INC.				$ 117.00	01/01/17	
Total				$ 1,669.50		
SPRINGVIEW LANDSCAPE SERVICE				$ 1,365.00	04/03/17	
SUNBELT RENTALS INC.				$ 6,443.98	12/05/16	
SUNBELT RENTALS INC.				$ 429.24	11/26/16	
SUNBELT RENTALS INC.				$ 1,783.37	12/01/16	
SUNBELT RENTALS INC.				$ 1,783.37	01/26/17	
SUNBELT RENTALS INC.				$ 429.24	01/01/17	
SUNBELT RENTALS INC.				$ 429.24	01/21/17	
SUNBELT RENTALS INC.				$ 372.74	02/14/17	

KPH Construction, Inc.

Exhibit C-1

General Conditions

Funds Received by KPH and Payment of Costs Incurred

Date Requested	Pay Application No.	Amount Requested and Costs Incurred	Amount Received and Costs Paid	Retainage and Unpaid Costs	Date	Source of Payment
SUNBELT RENTALS INC.				$ 718.67	01/01/17	
SUNBELT RENTALS INC.				$ 196.46	01/01/17	
SUNBELT RENTALS INC.				$ 399.26	01/01/17	
SUNBELT RENTALS INC.				$ 212.21	01/01/17	
SUNBELT RENTALS INC.				$ 1,783.37	01/01/17	
SUNBELT RENTALS INC.				$ 429.24	01/01/17	
SUNBELT RENTALS INC.				$ 1,783.37	01/01/17	
SUNBELT RENTALS INC.				$ 121.91	01/01/17	
SUNBELT RENTALS INC.				$ 994.88	02/14/17	
SUNBELT RENTALS INC.				$ 1,783.37	01/01/17	
Total				$ 20,093.92		
VANDEN PLAS SANITATION INC.				$ 1,102.50	02/07/17	
VANDEN PLAS SANITATION INC.				$ 472.50	06/02/17	
VANDEN PLAS SANITATION INC.				$ 1,575.00	01/01/17	
VANDEN PLAS SANITATION INC.				$ 1,575.00	01/01/17	
VANDEN PLAS SANITATION INC.				$ 1,575.00	01/10/17	
VANDEN PLAS SANITATION INC.				$ 420.00	03/07/17	
VANDEN PLAS SANITATION INC.				$ 420.00	04/04/17	
VANDEN PLAS SANITATION INC.				$ 420.00	05/02/17	
Total				$ 7,560.00		
Vorpahl Fire & Safety				$ 55.97	11/23/16	
Vorpahl Fire & Safety				$ 373.61	12/19/16	
Total				$ 429.58		
Waste Management				$ 10,479.97	09/29/16	
Total General Conditions				$ 186,441.32		
Dumpsters						
Waste Management				$ (31,821.40)		
Supervision						
KPH Construction Services				$ 47,950.80		
Performance Bond						
J Ryan Bonding				$ 1,919.00	07/25/17	
Project Management						
KPH Construction Services				$ 18,327.06		
Tests						
DAMARC QUALITY INSPECTION SERV				$ 240.00	01/01/17	
Temporary Electrical						
Faith Technologies		$ 67,349.00	$ 63,981.55	$ 3,367.45	02/10/16	
Faith Technologies		$ 21,750.00	$ 20,662.50	$ 1,087.50	03/14/16	
Faith Technologies		$ 7,623.00	$ 7,241.85	$ 381.15	05/12/16	
Faith Technologies		$ 7,643.00	$ 7,260.85	$ 382.15	06/15/16	
Faith Technologies		$ 3,149.00	$ 2,991.55	$ 157.45	07/13/16	
Faith Technologies		$ 3,571.00	$ -	$ 3,571.00	10/13/16	
Faith Technologies		$ 2,139.00	$ -	$ 2,139.00	12/13/16	
		$ 113,224.00	$ 102,138.30	$ 11,085.70		
NATIONAL CONSTRUCTION RENTALS				$ -	06/01/17	
Total Temporary Electrical				$ 11,085.70		
Site Utilities						
De Keyser Construction				$ 22,942.05	01/01/17	
Grand Total of Unpaid Costs				$ 257,084.53		

KPH Environmental Corp.

Exhibit D

Summary of Funds Requested and Received for Pay Applications 1 thru 9; Costs incurred; and Payments to Suppliers and Sub Contractors

Cost Code	Description	Class	Funds Requested Total amount	Funds Received Total amount	Contractor Costs Project Costs	Contractor Costs Costs Paid	Contractor Costs Unpaid Costs
1000	General Conditions		$ (11,515.70)	$ (10,939.92)	$ (9,071.01)	$ (9,071.01)	$ -
1010	Dumpsters		$ 6,365.05	$ 6,046.80	$ 5,013.80	$ 5,013.80	$ -
1100	Supervision		$ 98,392.58	$ 93,472.95	$ 77,504.62	$ 77,504.62	$ -
1200	Project Management		$ 219,376.76	$ 208,407.93	$ 172,804.82	$ 172,804.82	$ -
1800	Asbestos Removal		$ 627,445.50	$ 596,073.23	$ 494,243.81	$ 494,243.81	$ -
2060	Demolition		$ 870,160.47	$ 826,652.45	$ 685,432.32	$ 491,662.81	$ 193,769.51
			$ 1,810,224.67	$ 1,719,713.44	$ 1,425,928.36	$ 1,232,158.85	$ 193,769.51
Job Cost Summary							
	Job Total	LAB	$ 614,325.92	$ 583,609.63	$ 483,909.41	$ 290,139.90	$ 193,769.51
	Job Total	Mat	$ 27,159.32	$ 25,801.35	$ 21,393.61	$ 21,393.61	$ -
	Job Total	SUB	$ 1,062,938.14	$ 1,009,791.23	$ 837,284.82	$ 837,284.82	$ -
	Job Total	REQ	$ 1,392.83	$ 1,323.18	$ 1,097.14	$ 1,097.14	$ -
	Job Total	BUR	$ 31,400.75	$ 29,830.71	$ 24,734.62	$ 24,734.62	$ -
	Job Total	PER	$ 1,682.10	$ 1,597.99	$ 1,325.00	$ 1,325.00	$ -
	Job Total	OVH	$ 71,325.62	$ 67,759.34	$ 56,183.76	$ 56,183.76	$ -
	Total Costs		$ 1,810,224.67	$ 1,719,713.44	$ 1,425,928.36	$ 1,232,158.85	$ 193,769.51

Job Accounts Payable

Interstate Sawing Company Inc.	$ 184,262.50
Labor Ready Midwest Inc.	$ 4,181.60
PeopleReady Inc	$ 5,325.41
Total Job AP	**$ 193,769.51**

Hotel Northland LLC

Exhibit E

City of Green Bay -HUD Sec 108 Development Loan

Transaction Analysis of Payments on 7/28/16 and 12/30/16

		Budget	Actual Costs per Owner	Remaining Budget	Disbursed to Hotel Northland	Amount Paid To Vendor	Under Payment of Vendors
1	Owner Purchased Equipment	$ 1,200,000.00					
	Air Handlers (TEC Invoice 4437842-00A)		$ 699,640.00		$ 699,640.00	$ 699,640.13	$ (0.13)
	Chillers (TEC Invoice 4422071-00A)		$ 218,263.00		$ 218,263.00	$ 218,262.62	$ 0.38
	Boilers (Heat and Power Invoice 31314)		$ 94,658.00		$ 94,658.00	$ 94,657.50	$ 0.50
	Carpet (Milliken Invoice)		$ 323,623.00	$ -	$ 187,439.00	$ 160,589.77	$ 26,849.23
2	Specialty Equipment Restaurant and Banquet	$ 621,000.00					
	Kitchen Orders (Edward Don #7084429400		$ 763,657.00	$ -	$ 621,000.00	$ -	$ 621,000.00
3	Consultant-Technical Services	$ 335,000.00		$ 335,000.00			
4	Working Capital	$ 410,000.00					
	KPH Capital Expenses		$ 410,000.00	$ -	$ 410,000.00		
5	Technology (Internet/Phone)	$ 670,000.00					
	Faith Tech Invoice 621602B		$ 453,174.00	$ 216,826.00	$ 453,174.00	$ 299,744.10	$ 153,429.90
6	Pre-Operating Costs (W/Permits)	$ 291,600.00					
	City of Green Bay Permits		$ 59,769.00		$ 59,769.00	$ 59,768.68	$ 0.32
	Company B Marketing		$ 111,152.00	$ 120,679.00	$ 111,152.00	$ 111,151.86	$ 0.14
7	Building Acquisition	$ 216,000.00					
	Hotel Northland LLC Invoice		$ 216,000.00	$ -	$ 216,000.00		
8	HUD Section 108 Escrow Reserve	$ 591,000.00					
	Hotel Northland LLC Invoice (amount deposited into Reserve Account per Assignment and Security Agreement)		$ 591,000.00	$ -	$ -		
9	Historic Consultants	$ 365,400.00					
	Preservation Design Work LLC (invoices 1147,1158,1172,1175)		$ 165,634.82	$ 199,765.18	$ 165,634.82	$ 115,966.20	$ 49,668.62
10	Funds Disbursed to First American Title for the Benefit of Hotel Northland 12-30-16 to fund draw 10 shortage		$ 359,398.65	$ (355,000.00)	$ 355,000.00	$ 355,000.00	$ -
	Total	$ 4,700,000.00	$ 4,465,969.47	$ 517,270.18	$ 3,591,729.82	$ 2,114,780.86	$ 850,948.96

Amount Wired to BMO Harris account 353-715-6 on 7-28-16	$ 3,236,729.82
Amount Wired to First American Title on 12-30-16	$ 355,000.00
Total Funds	$ 3,591,729.82

Hud Section 108 loan Disbursement Log
Hotel Northland

Exhibit E-1

Use Category:	Item Invoiced	Associated cost:	Funded Amount
Owner Purchased Equipment(boilers, chillers, carpet)			1,200,000
	Air Handlers (TEC Invoice 4437842-00A)	699,640	-699,640
	Chillers (TEC Invoice 4422071-00A)	218,263	-218,263
	Boilers (Heat and Power Invoice 31314)	94,658	-94,658
	Carpet (Milliken Invoice) - only 50% down	323,623	-323,623
Remaining funds available:			0.00
Specialty Equipment Restaurant and Banquet			621,000
	Kitchen Orders (Edward Don #7084429400)	763,657	-763,657
Remaining funds available:			0.00
Consultant-Technical Services			335,000
Remaining funds available:			335,000.00
Working Capital			410,000
	KPH Capital Expenses	410,000	-410,000
Remaining funds available:			0.00
Technology (internet, phone, AV)			670,000
	Faith Tech. Invoice 621602B	453,174	-453,174
Remaining funds available:			216,825.70
Pre-Opening Costs (w/permits)			291,600
	City of Green Bay Permits	59,769	-59,769
	Company B Marketing	111,152	-111,152
Remaining funds available:			120,679
Building Acquisition:			216,000.00
	Hotel Northland LLC Invoice - get closing stmt	216,000.00	-216,000.00
Remaining funds available:			0.00
HUD Section 108 Escrow Reserve:			591,000.00
	Hotel Northland LLC Invoice	591,000.00	-591,000.00 send back to us.
Remaining funds available:			0.00
Historic Consultants:			365,400.00
	Preservation Design Work LLC Invoices:1147,1158,1172,1175	165,634.82	-165,634.82
Remaining funds available:			199,765.18
Total Requested funds this period		$3,827,729.82	
Remaining funds available:			$872,269.88

591,000

$3,236,729.82

Receipt to 215-11032

215250-59024

Lien Waivers have been recd.

Steve
Abby

Hotel Northland, LLC

Exhibit E-2

City of Green bay HUD Loan

Funding for Technology (Internet/Phone)

	Date	Per Pay Application #1 dated 07/28/16 to City of Green Bay			Per Pay Appls 1 through 5 from Vendor to KPH Construction and included on Pay Apps 7 thru 10 by KPH Construction		
		Gross	Retainage	Net	Gross	Retainage	Net
Technology (Internet/Phone)							
Faith Tech Invoice 621602B							
Mobilization - System		$ 2,500.00	$ 250.00	$ 2,250.00	5,000.00	500.00	$ 4,500.00
Fire Alarm		$ 228,510.00	$ 22,851.00	$ 205,659.00	138,431.00	13,843.10	$ 124,587.90
Teledata		$ 186,993.50	$ 18,699.35	$ 168,294.15	95,932.00	9,593.20	$ 86,338.80
CCTV		$ 25,520.00	$ 2,552.00	$ 22,968.00	22,711.00	2,271.10	$ 20,439.90
Audio Visual		$ 60,003.50	$ 6,000.35	$ 54,003.15	46,989.00	4,698.90	$ 42,290.10
		$ 503,527.00	$ 50,352.70	$ 453,174.30	$ 309,063.00	$ 30,906.30	$ 278,156.70
Amount Funded -by City of Green Bay to Hotel Northland	07/28/16			$ 453,174.00			
Submitted by KPH Construction in Pay Applications							
Paid by KPH Construction to Vendor							
Paid from BMO Harris account	07/28/16						$ 78,377.40
Paid from BMO Harris account	08/25/16						$ 78,377.40
Paid from BMO Harris account	10/13/16						$ 75,428.10
Paid from BMO Harris account	11/22/16						$ 54,048.96
Paid from BMO Harris account	11/22/16						$ 13,512.24
				$ 453,174.00			$ 299,744.10

Hotel Northland, LLC
Exhibit F
Creditor Claims

Creditor	Claims Filed and Amounts Paid By Receiver: Claim Amount	Paid By Receiver	Net Claim	Amounts due Claimants per Owner-Contractor Records: Hotel Northland	KPH Construction	KPH Environmental	Total	Claim in Excess (Less) than Owner Amount
Absolute Procurement LLC	$ 78,193.25		$ 78,193.25	$ 63,059.07			$ 63,059.07	$ 15,134.18
ALG Northland Manage, LLC	$ 201,857.00		$ 201,857.00	$ 192,444.26			$ 192,444.26	$ 9,412.74
Automated Logic Contracting	$ 259,652.06	$ 259,652.06	$ -		$ 327,648.15		$ 327,648.15	$ (67,996.09)
Badger Railing, Inc	$ 59,000.00		$ 59,000.00				$ -	$ 59,000.00
Barricade Flasher Service	$ 1,545.82		$ 1,545.82		$ 1,545.82		$ 1,545.82	$ -
Best Specialties, Inc	$ 80,298.75	$ 80,298.75	$ -		$ 76,475.00		$ 76,475.00	$ 3,823.75
Block Iron & Supply Co. Inc	$ 31,432.75	$ 31,432.75	$ -		$ 31,432.75		$ 31,432.75	$ -
Boelter, LLC	$ 627,336.15		$ 627,336.15	$ 346,892.46			$ 346,892.46	$ 280,443.69
BPC Holdings, Inc	$ 3,000.00		$ 3,000.00		$ 3,000.00		$ 3,000.00	$ -
Building Installation Group I, Inc	$ 627,141.91	$ 581,000.00	$ 46,141.91		$ 581,000.00		$ 581,000.00	$ 46,141.91
Cardinal Fabrication Corp	$ 264,775.00		$ 264,775.00		$ 229,911.00		$ 229,911.00	$ 34,864.00
City of Green Bay	$ 3,825,056.54	$ 50,958.40	$ 3,774,098.14	$ 3,901,147.82			$ 3,901,147.82	$ (76,091.28)
Company B Brand Marketing, LLC	$ 62,405.52		$ 62,405.52	$ 64,338.79			$ 64,338.79	$ (1,933.27)
Connect Hospitality Solutions LLC	$ 118,315.34		$ 118,315.34	$ 117,723.91			$ 117,723.91	$ 591.43
Craftmaster Painting, LLC	$ 22,000.00		$ 22,000.00		$ 22,000.00		$ 22,000.00	$ -
Crescent Electric Supply Company	$ 298,698.12	$ 298,699.00	$ (0.88)		$ 230,291.52		$ 230,291.52	$ 68,406.60
Dawes Rigging & Crane Rental Inc	$ 10,969.50		$ 10,969.50		$ 10,969.50		$ 10,969.50	$ -
DeBkauw Purchasing, LLC	$ 30,000.00		$ 30,000.00	$ 30,000.00			$ 30,000.00	$ -
DeKeyser Construction Company, Inc	$ 22,942.05		$ 22,942.05		$ 22,942.05		$ 22,942.05	$ -
Faith Technologies	$ 1,582,707.12	$ 1,582,707.12	$ -		$ 1,437,749.87		$ 1,437,749.87	$ 144,957.25
Forward Contractors	$ 28,236.26		$ 28,236.26		$ 28,236.26		$ 28,236.26	$ -
Foss and Company. Inc	$ 100,000.00		$ 100,000.00				$ -	$ 100,000.00
Frantl Industries, Inc	$ 26,225.00		$ 26,225.00		$ 26,225.00		$ 26,225.00	$ -
Gagnon Clay Products	$ 10,327.98		$ 10,327.98		$ 8,545.63		$ 8,545.63	$ 1,782.35
Gateway Construction & Development, LLC	$ 90,788.34		$ 90,788.34		$ 58,777.79		$ 58,777.79	$ 32,010.55
Graybar Electric Company, Inc	$ 30,230.28		$ 30,230.28		$ 29,575.23		$ 29,575.23	$ 655.05
Great Lakes Bowling Equipment & Supply Corp.	$ 17,000.00		$ 17,000.00		$ 17,000.00		$ 17,000.00	$ -
Guru of Luxury, LLC	$ 153,482.00		$ 153,482.00				$ -	$ 153,482.00
Heat & Power Product Inc	$ 1,962.50	$ 1,962.50	$ -	$ 1,962.50	$ -		$ 1,962.50	$ -
Historic Equity Wisconsin, Inc	$ 46,050.00		$ 46,050.00	$ 11,973.00			$ 11,973.00	$ 34,077.00
HJ Martin & Son, Inc	$ 53,125.00	$ 53,125.00	$ -		$ 138,125.00		$ 138,125.00	$ (85,000.00)
Interstate Sawing Company	$ 184,262.50		$ 184,262.50			$ 184,262.50	$ 184,262.50	$ -
J Ryan Bonding Inc	$ 1,919.00		$ 1,919.00		$ 1,919.00		$ 1,919.00	$ -
Kahler Slater, Inc	$ 141,751.93	$ 141,751.98	$ (0.05)	$ 138,445.21			$ 138,445.21	$ 3,306.72
Klawes Company, Inc	$ 314.00		$ 314.00	$ 314.00			$ 314.00	$ -

Hotel Northland, LLC
Exhibit F
Creditor Claims

Creditor	Claims Filed and Amounts Paid By Receiver: Claim Amount	Paid By Receiver	Net Claim	Amounts due Claimants per Owner-Contractor Records: Hotel Northland	KPH Construction	KPH Environmental	Total	Claim in Excess (Less) than Owner Amount
KPH Construction Corp	$ 12,132,260.28		$ 12,132,260.28	$ 12,132,260.28			$ 12,132,260.28	$ -
KPH Construction Services, LLC	$ 845,677.05		$ 845,677.05		$ 845,677.05		$ 845,677.05	$ -
KPH Environmental Corp.	$ 304,271.79		$ 304,271.79		$ 304,271.78		$ 304,271.78	$ 0.01
KPH Hotel Northland Developer, LLC	$ 2,654,449.00		$ 2,654,449.00	$ 2,654,449.00			$ 2,654,449.00	$ -
Liberty Mutual Insurance Company	$ 3,500,000.00		$ 3,500,000.00				$ -	$ 3,500,000.00
Loch Construction, Inc	$ 14,334.18		$ 14,334.18		$ 8,457.13		$ 8,457.13	$ 5,877.05
LP/w Design Studios S Corp	$ 91,132.01		$ 91,132.01	$ 91,132.01			$ 91,132.01	$ -
MEI Elevator Company	$ 588,605.71	$ 588,605.71	$ -		$ 801,663.99		$ 801,663.99	$ (213,058.28)
Milliken & Company	$ 158,230.77	$ 158,230.77	$ -	$ 158,230.77			$ 158,230.77	$ -
Octagon Credit Partners, LP -CIG WEDA Loans	$ 4,508,249.00		$ 4,508,249.00	$ 4,052,500.00			$ 4,052,500.00	$ 455,749.00
Octagon Credit Partners, LP	$ 13,244,583.33		$ 13,244,583.33	$ 11,950,000.00			$ 11,950,000.00	$ 1,294,583.33
Performance Firestop, Inc	$ 8,649.83		$ 8,649.83		$ 253.00		$ 253.00	$ 8,396.83
RJ Jacgues, Inc.	$ 164,491.98		$ 164,491.98		$ 164,491.98		$ 164,491.98	$ -
Secure Fire & Safety, LLC	$ 8,887.00		$ 8,887.00		$ 8,887.00		$ 8,887.00	$ -
Spolar Studio, LLC	$ 313,620.93		$ 313,620.93		$ 642,087.46		$ 642,087.46	$ (328,466.53)
Springview Landscape Service Inc	$ 1,365.00		$ 1,365.00		$ 1,365.00		$ 1,365.00	$ -
Stone Innovations, Inc	$ 744.93		$ 744.93	$ 744.93			$ 744.93	$ -
Sunbelt Rentals, Inc	$ 20,093.92		$ 20,093.92		$ 20,093.92		$ 20,093.92	$ -
The Glass Haus, Inc	$ 485.63	$ 700.00	$ (214.37)		$ 485.62		$ 485.62	$ 0.01
Tweet Garot Mechanical Inc.	$ 1,944,360.44	$ 1,944,360.44	$ -		$ 1,944,360.44		$ 1,944,360.44	$ -
US Bancorp	$ 587,345.70		$ 587,345.70				$ -	$ 587,345.70
US Fire Protection	$ 136,533.66	$ 136,533.66	$ -		$ 97,104.11		$ 97,104.11	$ 39,429.55
Vanden Plas Sanitation, Inc.	$ 8,607.02		$ 8,607.02		$ 7,560.00		$ 7,560.00	$ 1,047.02
Ver Halen, Inc	$ 1,498,535.45	$ 1,498,535.45	$ -		$ 1,498,535.45		$ 1,498,535.45	$ -
Wisconsin Public Service	$ 24,296.69	$ 24,296.75	$ (0.06)				$ -	$ 24,296.69
	$ 51,852,812.97	$ 7,432,850.34	$ 44,419,962.63	$ 35,907,618.01	$ 9,628,663.50	$ 184,262.50	$ 45,720,544.01	$ 6,132,268.96

Exhibit G

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
KPH Construction
1237 West Bruce Street
Milwaukee, WI 53204

FROM CONTRACTOR:
KPH Environmental Corp
1237 W. Bruce Street
Milwaukee, WI 53204

CONTRACT FOR: Hazardous Material Removal

PROJECT: Hotel Northland LLC.
304 North Adams Street
Green Bay, WI 54301

PPLICATION NO: 9
DATE: 08/15/16
PERIOD TO: 7/15 to 8/15
OWNER PROJECT NUMBER: 15-100-182
Contrtact Number: 15-100-182

KPH Project Number: 14-200-436

Distribution to:
[X] OWNER
[ ]
[X] CONTRACTOR
[ ]
[ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		1,685,430.67
2. Net change by Change Orders		124,794.00
3. Less Owner Purchases Written to date		
4. CONTRACT SUM TO DATE (Line 1 ± 2)		1,810,224.67
5. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		1,810,224.67
6. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	90,511.23	
b. 0 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		90,511.23
7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total)		1,719,713.44
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line7 from prior Certificate)		1,703,231.34
9. CURRENT PAYMENT DUE		16,482.11
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 4 less Line 7)		90,511.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month	$ 124,794.00	$ -
TOTALS	$ -	$ -
NET CHANGES by Change Order	$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: KPH Environmental Corp Corp.

By: _____ Date: 8/15/16
Kert Harenda, Vice-President - KPH Environmental Corp.

State of: Wisconsin County of: Milwaukee
Subscribed and sworn to before me this day of 2016
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 16,482.11

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Exhibit G-1

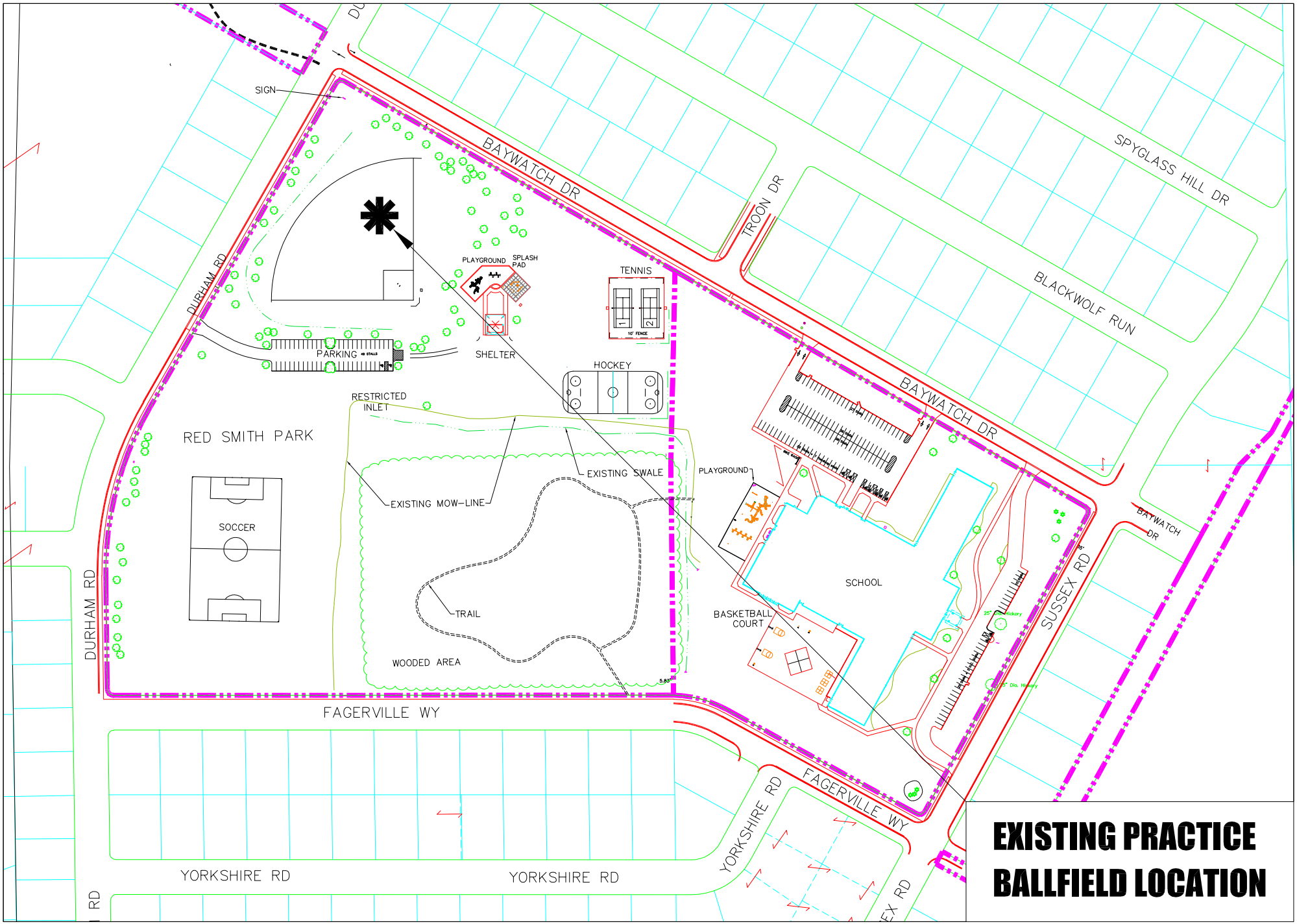
CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

AIA DOCUMENT G703

APPLICATION NO: 9
APPLICATION DATE: 08/15/16
PERIOD TO: 7/15 to 8/15
KPH Environmental Corp PROJECT NO: 14-200-436
MASTER PO# 15-100-182

A	B				C	D	E	G		H	I
SPEC.	DESCRIPTION OF WORK	Sub Contractor	INITIAL SCHEDULED VALUE	CHANGES TO DATE	REVISED SCHEDULE OF VALUES, AFTER CHANGES	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
	Asbestos Abatement and Waste Disposal		$ 686,000.00	$ -	$ 686,000.00	$ 686,000.00	$ -	$ 686,000.00	100%	$ -	$ 34,300.00
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	General Demolition		$ 999,430.67	$ -	$ 999,430.67	$ 982,081.09	$ 17,349.58	$ 999,430.67	100%	$ 0.00	$ 49,971.53
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	Change order #001 - Asbestos		$ -	$ 25,001.54	$ 25,001.54	$ 25,001.54	$ -	$ 25,001.54	100%	$ -	$ 1,250.08
	Change order #001 - Demo		$ -	$ 17,991.46	$ 17,991.46	$ 17,991.46	$ -	$ 17,991.46	100%	$ -	$ 899.57
	Change order #002 - Asbestos		$ -	$ 11,067.00	$ 11,067.00	$ 11,067.00	$ -	$ 11,067.00	100%	$ -	$ 553.35
	Change order #002 - Demo		$ -	$ 5,327.00	$ 5,327.00	$ 5,327.00	$ -	$ 5,327.00	100%	$ -	$ 266.35
	Change order #003 Asbestos		$ -	$ 10,180.00	$ 10,180.00	$ 10,180.00	$ -	$ 10,180.00	100%	$ -	$ 509.00
	Change order #003 - Demo		$ -	$ 6,128.00	$ 6,128.00	$ 6,128.00	$ -	$ 6,128.00	100%	$ -	$ 306.40
	Change order #004 - Asbestos - 8th floor ceiling		$ -	$ 14,460.00	$ 14,460.00	$ 14,460.00	$ -	$ 14,460.00	100%	$ -	$ 723.00
	Change order #004 - Demo - 8th floor ceiling		$ -	$ 23,383.00	$ 23,383.00	$ 23,383.00	$ -	$ 23,383.00	100%	$ -	$ 1,169.15
	Change order #005 - Ball room abatement only		$ -	$ 7,201.00	$ 7,201.00	$ 7,201.00	$ -	$ 7,201.00	100%	$ -	$ 360.05
	Change Order #006 - Plant Parent Hood Area		$ -	$ 4,055.00	$ 4,055.00	$ 4,055.00	$ -	$ 4,055.00	100%	$ -	$ 202.75
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	TOTALS:		$ 1,685,430.67	$ 124,794.00	$ 1,810,224.67	$ 1,792,875.09	$ 17,349.58	$ 1,810,224.67	100%	$ 0.00	$ 90,511.23



GREEN BAY PARKS, RECREATION, AND FORESTRY DEPARTMENT

RED SMITH PARK/SCHOOL

EXISTING CONDITIONS

NORTH

SCALE: 1"=250'-0" (0, 125', 250')

DATE DRAWN: JULY 2018

LAST REVISION:

PAGE 1 OF 1

RED

PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: July 17, 2018

Request of Alderperson Barbara A. Dorff. District One

Refer to: Parks Committee

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

To consider putting in a baseball field at Red Smith Park at the request of neighbors in the area.

City of Green Bay
Department of Community and Economic Development

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT

EAST RIVER OPTIMIST PARK – CONCESSION STAND

This Agreement is made this _____ day of _____, 2018, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and THE OPTIMIST CLUB OF GREEN BAY, ("Club"), a Wisconsin non-stock corporation.

RECITALS

A. The City is the Owner of certain property located at the 1450 Lawe Street, Green Bay, WI 54301 and generally known as the "East River Optimist Park" (hereafter "Optimist Park"). Optimist Park is a 9 acre neighborhood park consisting of 1,100 LF of East River shoreline, a parking lot, two little league ballfields and a multi-use trail that runs through the park. There is a very active little league program that utilizes the ballfields 8 months out of the year.

B. The Optimist Club of Green Bay is a Wisconsin non-stock corporation instrumental in bringing many activities and improvements to the youth of Green Bay.

C. The City and the Club have identified the need for a new concession stand with restrooms to provide adequate facilities for the little league games played at the park.

D. The Club has proposed to construct a concession stand with restrooms at East River Optimist Park for these purposes, and has completed all fundraising necessary to provide for such design and construction. The Club intends to complete the Project, which shall be composed of the following:

   1. An 889 square foot masonry building which will include a concession room, mechanical room, men's restroom and women's restrooms;

   2. All necessary bathroom fixtures and concession room counters, cabinets and concession equipment.

   The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT A.

E. The City has agreed to allow construction of the concession stand and restroom for these purposes, and the Club has agreed to do the work at the Club's sole expense and has requested that the City accept the dedication and assume maintenance of the improvements upon completion.

F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed improvements after acceptance of the construction by the City.

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, including but not limited to adopted or approved plans or specifications on file with the City, 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, 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 granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

A. Budget. The total cost of the Project is estimated at ($100,000.00), including all improvements and furnishings.

B. Sources. The City will be responsible to provide utility services to the proposed concession/restroom building. The Club will be responsible to hook up the concession/restroom building utilities to the new utility services provided by the City. All other expenses related to the building construction and furnishing the building shall be paid exclusively by the Club.

III. OBLIGATIONS OF THE PARTIES

A. Concept Plan. Prior to construction, the City shall approve a Concept Plan, including final plans and specifications for construction of the Project which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the Improvements as defined in the Recitals.

B. Contractor. The Club shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor utilize by the Club.

C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve 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. 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 reasonably determined by the City to be appropriate.

D. Design and Construction. The Club shall cause to be designed and prepared under architect's or engineer's seal and signature, and to be constructed, the Project as defined in the recitals. Such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the Club's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. The Club shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.

E. Inspection. The Club shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer or architect and testing firm hired by the Club and approved by the City, which approval will not be unreasonably withheld, to assure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and Inspections Department to assure that construction is in conformance with the plans and specifications. The City agrees to notify the Club upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications. The Club shall reimburse the City for documented time spent at the job site by its staff for field visits to observe construction progress. This time will be reimbursed at the rate of fifty dollars ($50.00) per hour, not to exceed a total combined amount of one thousand dollars ($1,000.00).

F. Change Orders. After consultation and agreement with the City, the Club shall execute change orders and resolve contract claims relating to design and construction of the Project. The Club shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.

G. Budget. Prior to construction, the City shall approve the Club proposed Budget, prepared in accordance with general principles for construction and development budgeting. The Budget shall include all "hard" construction costs for the entire Project and a line item of not less than five percent (5%) of total Project costs for cost overruns and change orders.

H. Permits and Use. The Club 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.

I. Improvement of Property. The Club 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 of the Preliminary Concept Plan, approval by City of the Budget and Project Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than December 31, 2019. The Club shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.

J. Maintenance and Repair. The Club 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.

K. Easements. The City shall grant to the Club such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.

L. Insurance. Before commencement of construction activities on the Property, the Club shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which the Club 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 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 the Club 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 the Club, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. 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 the Club 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 the Club 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. M. 1. to IV. M. 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, the Club shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property affected by the Project with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve the Club of its obligation to perform under this Agreement and, in the event of loss, the Club shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

6. Fire and Casualty Insurance. The Club 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 Club shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. General Indemnity.

1. Protection Against Losses. The Club shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, 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 the Club of the terms of this Agreement;

    b) Any non-compliance with laws, ordinances, rules or regulations applicable to the Club's obligations under this Agreement; or

    c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from the Club's failure to comply with its obligations under this Agreement or otherwise;

    d) Any act, omission, fault, or negligence of the Club or of anyone acting under its direction or control or on its behalf, including its invitees.

    e) Any and all claims arising pursuant to the design or construction of the improvements.

2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.

3. Indemnification Procedures. The Club 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, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate the Club's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City 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 the Club; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of the Club and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to the Club, then counsel for the City, at the Club's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. The Club shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If the Club does not assume the defense of such claim, suit or action, the Club shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without the Club's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the Club shall be reasonable grounds for the Club to refuse to provide written consent to a compromise or settlement.

4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.

N. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. The Club shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Club represents and warrants to the City as follows:

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.

B. Payment. The Club shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. The Club 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 the Club 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. The Club shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.

C. Certification of Facts. No statement of fact by the Club contained in this Agreement and no statement of fact furnished or to be furnished by the Club to the City 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.

D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting the Club that would adversely affect the Project, the ability of the Club to complete the Project or the ability of the Club to perform its obligations under this Agreement.

E. 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 the Club is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which the Club is a party or an obligor.

F. 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. The Club 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.

V. DEFAULT

A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party 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.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:

1. Termination. Terminate this Agreement ;

2. Specific Performance. Sue for specific performance;

3. Other Remedies. Pursue any other remedies available to the parties at law or in equity.

C. 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 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.

D. 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.

E. 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.

VI. TERMINATION

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

1. This Agreement is terminated because of an Event of Default;

2. The parties agree in writing to terminate this Agreement.

B. Survival of Certain Provisions. Sections III.M., III.N., IV. F., V. C., VI. B., and VII. C. shall survive the termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. Assignment. The Club may not assign its rights under this Agreement without the express prior written consent of the City.

B. Nondiscrimination. In the performance of work under this Agreement, neither party shall 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 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 the Club have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.

D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.

E. 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.

F. Parties. 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.

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

H. 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 the Club:	Optimist Club of Green Bay Attention: Dan Madigan PO Box 938 Green Bay, WI 54305

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

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

J. 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.

K. 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.

L. 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.

M. 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, the Club shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

N. 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.

O. 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.

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

[Signature pages follow]

Signature page 1 of 2

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

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and THE OPTIMIST CLUB OF GREEN BAY.

THE OPTIMIST CLUB OF GREEN BAY

By: _____
Name, Title

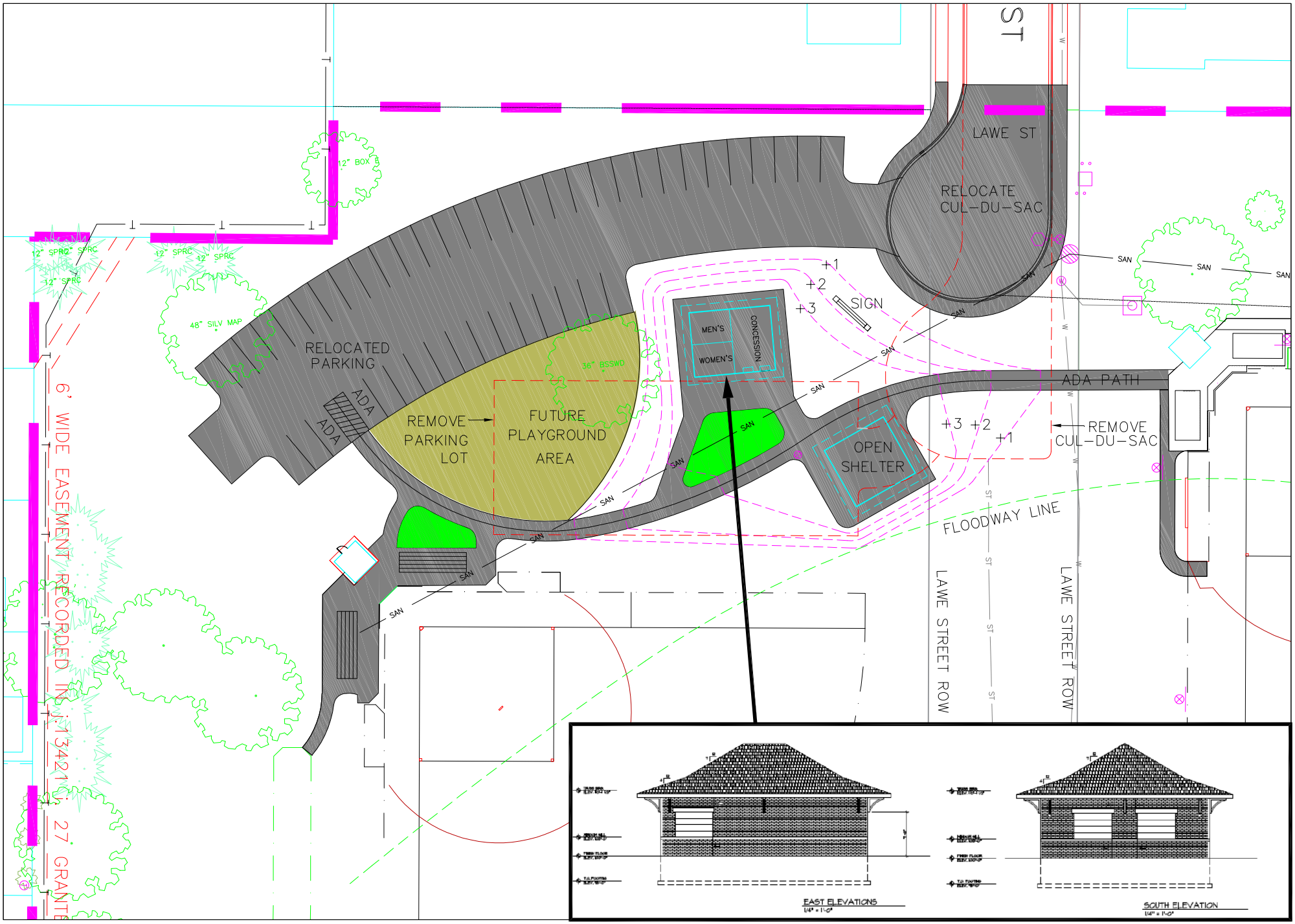
ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, _____, a member of the Optimist Club of Green Bay, a Wisconsin non-stock corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A



GREEN BAY PARKS, RECREATION, AND FORESTRY DEPARTMENT

EAST RIVER OPTIMIST PARK

PROPOSED PARKING LOT EXPANSION AND CONCESSION STAND

NORTH

SCALE: 1"=50'-0"

0 25' 50'

DATE DRAWN: MAY 2016

LAST REVISION:

PAGE 1 OF 1

PD-OPTmp716

203130

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay,** a Wisconsin Municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to**,** Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

> Part of Lots 8 and 9 of Block 142, of the recorded Plat of Astor, being part of Private Claim 6, East Side of Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the ***attached Exhibit "A"***.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
17-734, 17-735

1. **Purpose: ELECTRIC UNDERGROUND**
   The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

   Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

   This indemnity provision shall survive the termination or expiration of this Easement agreement.

[Remainder of Page Left Intentionally Blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Green Bay
Corporate Name

Sign Name
Print name & title

Sign Name
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Green Bay, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name_____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Phil Paradies
Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
August 10, 2018	Brown		City of Green Bay	1450 Lawe St	17-734, 17-735
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
203130	010	Green Bay	2736730	ERU Electric Relocate or Upgrade	

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

POCKET PARK LEASE AGREEMENT

THIS POCKET PARK LEASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, ("Effective Date") by and between the CITY OF GREEN BAY, a Wisconsin municipal corporation, (hereinafter referred to as the "City") and the BAYLAKE CITY CENTER CONDOMINIUM ASSOCIATION, INC. a Wisconsin non-stock corporation, (hereinafter referred to as the "Association"). The City and the Association are collectively referred to herein as the "Parties".

WHEREAS, the City desires to construct and maintain a pocket park and recreational green space in Green Bay, Wisconsin, for the benefit of the community and its residents and for that purpose desires to lease from the Association a portion of certain real property located in Green Bay, Wisconsin, which is part of the common elements of the Baylake City Center Condominium ("Condominium") and the location of such portion of real property to be leased is as depicted on Exhibit A, attached hereto and made apart hereof, (hereinafter referred to as the "Leased Premises"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, it is agreed that the City is granted the lease and privilege of using the Leased Premises for the purpose of constructing, maintaining and operating a pocket park and recreational green space subject to the following terms and conditions:

1. USE OF LEASED PREMISES. The Association hereby leases the Leased Premises to the City and grants the City exclusive use of said Leased Premises for the purpose of constructing, maintaining and operating a pocket park and recreational green space.

2. TERM. This Agreement, unless terminated as provided for herein, shall be effective for the period of ten (10) years commencing on the Effective Date and ending _____, 2028, ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive

additional terms of five (5) years each (each a "Renewal Term"), unless City provides written notice to the Association of the City's intention not to renew the then Initial Term or Renewal Term and such written notice is delivered to the Association no later than ninety (90) days prior to the expiration of the then existing Initial Term or Renewal Term, as the case may be. The Initial Term and any Renewal Terms shall collectively be referred to herein as the "Term".

3. CITY RESPONSIBILITIES. In consideration for the use of the Lease Premises as described above and more fully herein, the City shall be responsible to maintain the Leased Premises in a good and safe state of repair as follows:

a. The City shall be responsible for and shall pay all costs attributable to the construction, installation, maintenance and operation of the pocket park and recreational green space, including all improvements thereto or thereon, which shall include, but not limited to the following:

i. concrete removal

ii. concrete curbing

iii. tree pits

iv. benches

v. playground berming

vi. playground climbing balls

vii. rubberized playground surfacing and landscaping

b. The City, at its sole cost, shall be responsible for all repairs, improvements, and replacements to all structures built and fixtures installed by the City on the Leased Premises.

4. RENTAL FEE. The City agrees to pay an annual rental fee of One-Dollar ($1.00). City shall make the first payment to the Association by _____, 2018 and on or before _____ 1st of each year thereafter.

5. CAPITAL IMPROVEMENTS. The City shall make all improvements to the Leased Premises and shall construct structures and install fixtures for the creation of the pocket park and recreational green space. Any such improvements shall be at the sole expense of the City. The City shall retain ownership of any and all such improvements, structures and fixtures located on or attached to the Leased Premises. Upon expiration or termination of this Agreement, the City shall, at its sole cost, promptly remove any and all such improvements, structures and fixtures and return the Leased Premises to a similar or better condition than it was in on the Effective Date of this Agreement.

6. Personal Injury and Property Damage Insurance. City shall maintain and keep in force Comprehensive General Liability Insurance. The Association shall be notified at least thirty (30) days prior to cancellation of any insurance. Nothing herein shall be construed to waive any privileges or immunities the City is entitled to pursuant to state and federal law, and the extent of the City's liability shall be limited thereby.

7. DEFAULT AND TERMINATION. In the event the City shall default in any of the amounts due to the Association as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained and any such default shall continue un-remedied for a period of sixty (60) days after written notice of default is given by the Association to City, the Association may, at its option and in addition to all other rights and remedies which it may have at law or in equity against City, including expressly the specific enforcement hereof, forthwith have the cumulative rights to immediately terminate this Agreement and all rights of the City hereunder.

In the event of termination of this Agreement for default, the Association shall make no claim for compensation for the capital improvements to the Leased Premises, including the structures and fixtures located on the Leased Premises, and the City shall retain title and ownership of all such

improvements, structures and fixtures, and shall promptly remove said improvements, structures and fixtures as set forth in Section 5 above.

8. NOTICES. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered (with receipt therefore) or deposited in the United States mail, first class postage prepaid, addressed as follows:

Baylake City Center Condominium Association, Inc.
Attn: Scott R. Smet
1428 Fox River Drive
De Pere, WI 54115

City of Green Bay
City Clerk
100 North Jefferson Street, Room 105
Green Bay, WI 54301

City of Green Bay
Director of Parks, Recreation and Forestry
100 North Jefferson Street, Room 510
Green Bay, WI 54301

9. ASSIGNMENT. This Agreement shall not be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. Any attempted assignment or transfer without prior written consent shall be void.

10. SEVERABILITY. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

11. CHOICE OF LAW. This Agreement shall be deemed executed in the City of Green Bay and in the State of Wisconsin and governed by the laws of the State of Wisconsin.

12. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

13. COUNTERPARTS. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on August ___, 2018.

CITY OF GREEN BAY:

Dated: _____, 2018

By_____
James J. Schmitt, Mayor

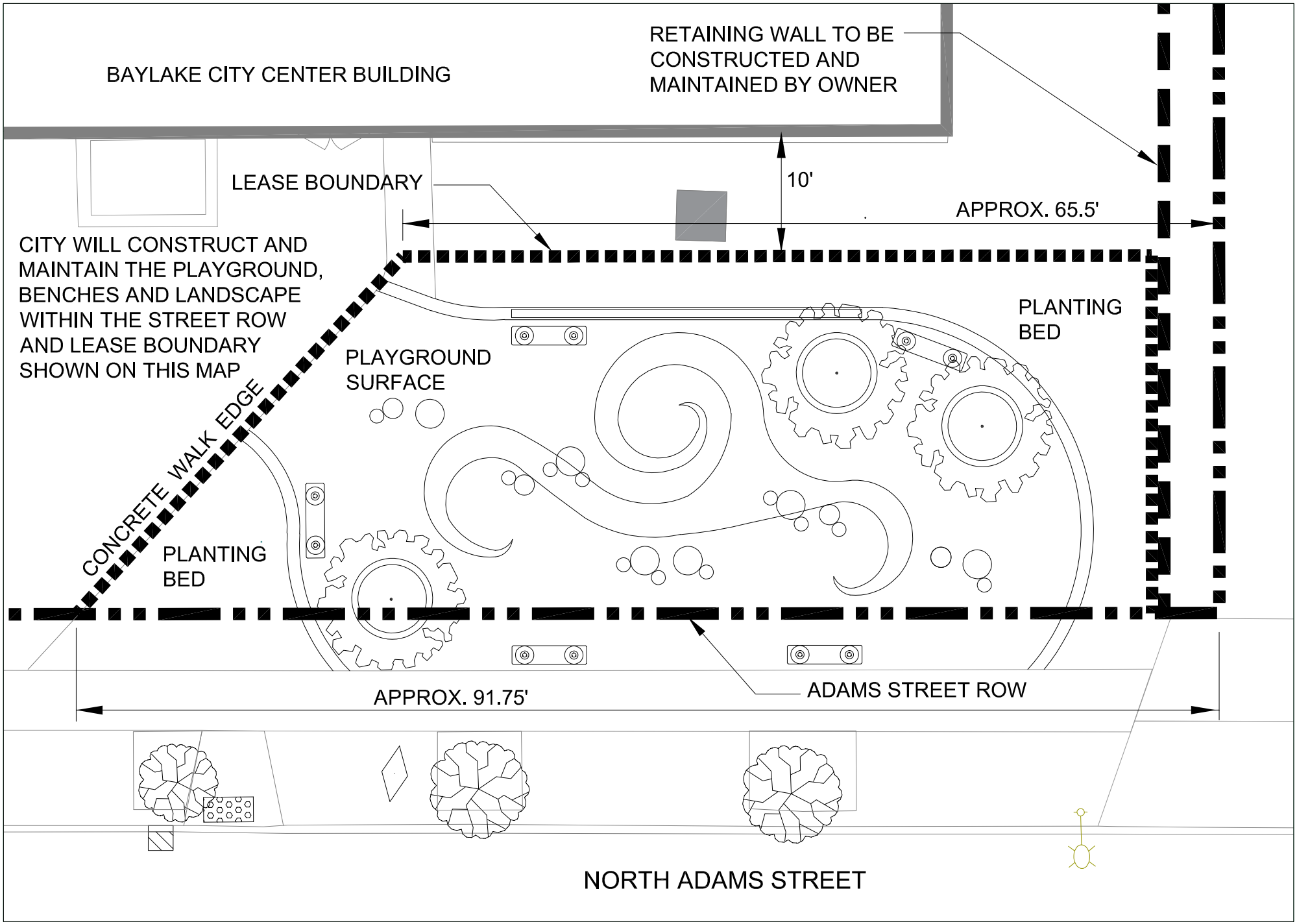
Dated: _____, 2018

By_____
Kris Teske, Clerk

BAYLAKE CITY CENTER CONDOMINIUM ASSOCIATION, INC.:

Dated: _____, 2018

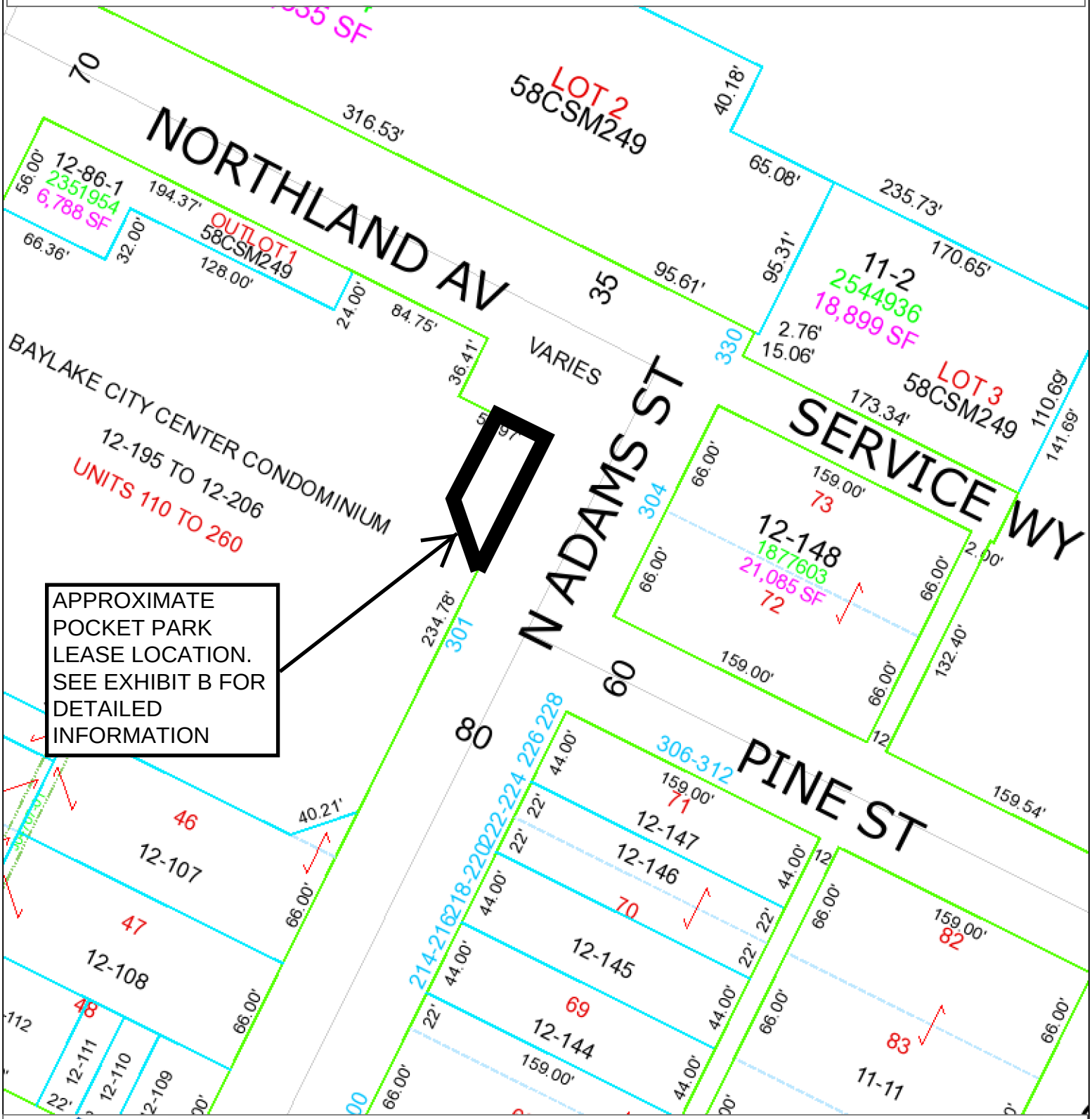
By_____
Name _____
Its _____



GREEN BAY PARKS, RECREATION, AND FORESTRY DEPARTMENT	*EXHIBIT B* *DOWNTOWN POCKET PARK LEASE*	NORTH	1"=20'-0" 0 5' 10' 20'	DATE DRAWN: JULY 2018 LAST REVISION:	PAGE 1 OF 1 DPP-LEASE118

Exhibit A

Downtown Pocket Park Lease



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. City of Green Bay is not responsible for anyinaccuracies or unauthorized use of the information contained within. No warranties are implied.

NORTH

Scale 1:875

96 PLATE PLAQUE

APPROX. COST - $600 (This includes the engraving)

There are 82 past Green Bay Council Presidents

Detail Summary of Projects Issued

7/1/2018 to 7/31/2018

Proj #	Address	Owner	Applicant	Fees Paid	Estimated $	Status
73688	220 N BEDFORD RD..21-8364	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	$1,316.28	$304,500.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
73901	3525 BAYWATCH DR..22-1757	JOHN H & MARY JEAN KNOX	JOHNNY B HOME CONSTRUCTION	$1,265.59	$200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY PLUS BASEMENT W/ATTACHED GARAGE						
73947	3316 STAR CREEK CT..21-7578	TILKENS DAVID J & RENEE A REVOCABLE TRUST	VAN'S LUMBER & CUSTOM BUILDERS	$1,936.57	$550,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY W/ATTACHED GARAGE						
74000	210 RACCOON BERRY WY..21-8317	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	$1,315.80	$325,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
73823	915 LA COUNT RD..6H-1180-6	LISA DREHER	BORNICK CONSTRUCTION	$310.00	$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Floor joists to be replaced also.						
73968	628 VROMAN ST..5-220	MASON TACKMIER	CREATIVE EDGE PROPERTIES LLC	$150.00	$5,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Update Electrical and Plumbing. Add dishwasher in kitchen.						
74003	840 ERNST DR..6-166-H	KNUT N & KELLY J FROLAND	PANTZLAFF CONSTRUCTION	$255.00	$200,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Rewiring house, new flooring, new roof, new doors, window, siding, soffit.						
74047	1945 E TELEMARK CIR..6H-4004	JOHN C & PAULA D ALLEN	DELEERS CONSTRUCTION	$452.03	$235,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] 3-BATHROOMS,2-BEDROOMS AND A MEDIA ROOM						
74089	1820 CARROLL AV..1-2397	DAVID B & THERESA PARKS	OWNER	$237.00	$30,000.00	Stop Work
[02-434 - Single-Family Residential Building, Alteration] To include bathroom. NO BEDROOM						
74094	170 RACCOON BERRY WY..21-8319	JEFFREY A & KRISTEN S ZAHN	APPLE TREE GB TWO, LLC	$272.47	$37,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BEDROOM BATH AND FAMILY ROOM						
74095	3407 INDIGO BLUFF DR..21-8249	APPLE TREE LLC	APPLE TREE GB TWO, LLC	$246.68	$37,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BATH, BEDROOM , AND FAMILY ROOM						
74125	1663 BIRCHWOOD DR..6-1660-27	KENNETH G & PAULA J BOEHM	KENNETH G & PAULA J BOEHM	$155.00	$50,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] PROJECT STARTED UNDER 73375 BUT THAT CONTRACTOR WAS FIRED AND THEY TOOK OUT THEIR OWN PERMIT.						
74159	1145 APHRODITE RD..21-5186	GUILLERMO O QUINTANILLA	GUILLERMO O QUINTANILLA	$175.00	$10,000.00	Closed
[02-434 - Single-Family Residential Building, Alteration] ADDING A BATHROOM TO THE BASEMENT: SINK, SHOWER AND TOILET (FULL BATHROOM) -Also small kitchen area.						
74215	1142 HOBART DR..6H-1110-10	BOARDWALK PROPERTIES LLC	DREAM BAY BUILDERS	$175.00	$5,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] TO INCLUDE LAUNDRY ROOM ALSO						
74222	1172 LIBERTY ST..1-2553	HEATHER NEWMAN	PROPERTY WISE	$100.00	$1,800.00	Pending
[02-434 - Single-Family Residential Building, Alteration] BATHROOM REMODEL FULL BATH AND 3/4 BATH						

74261	150 BURGUNDY CT ..21-6671-25	BRIAN C & MAXINE R RUECHEL	KWATERSKI CONSTRUCTION	$325.00	$45,000.00	Pending

[02-434 - Single-Family Residential Building, Alteration] FINISH 1005 SQ FT OF THE LOWER LEVEL

74048	2864 SUSSEX RD..22-1840	JUDITH A WOLLERSHEIM & DIANA L ZIMMER	SHEFCHIKS ENERGY SERVICES	$150.00	$28,000.00	Pending

[03-434 - Addition to Single-Multi Family Residential Units
] 12'X12' 3-season room

74113	1038 ERIE RD..21-171-1	NATURES WAY FINANCE	GREEN BAY METRO	$50.00	$12,000.00	Pending

[05-645 - Raze Sungle-Family house(attached or detached)] RAZE HOUSE & GARAGE

74190	2815 NICOLET DR..22-139	SANDRA J EWALD	MARK WAEGHE BUILDERS LLC	$175.00	$18,000.00	Pending

[05-645 - Raze Sungle-Family house(attached or detached)] Raze house

73992	514 CLEMENT ST ..21-1254-B	DENNISONS INVESTMENTS LLC	DENNISONS INVESTMENTS	$4,922.00	$800,000.00	Pending

[08-104 - 3-4 Family Building (refer to 06-103).] SITE, BUILDING AND PLUMBING PLAN SUBMITTALS AND APPROVALS FOR THIS BUILDING ARE UNDER ADDRESS "522 CLEMENT ST" AS IT WAS THE FIRST ADDRESS THAT PROJECT WAS INITIATED UNDER FOR THIS COMPLEX.

73994	516 CLEMENT ST ..21-1254-B	DENNISONS INVESTMENTS LLC	DENNISONS INVESTMENTS	$5,072.08	$925,000.00	Pending

[08-104 - 3-4 Family Building (refer to 06-103).] SITE, BUILDING AND PLUMBING PLAN SUBMITTALS AND APPROVALS FOR THIS BUILDING ARE UNDER ADDRESS "522 CLEMENT ST" AS IT WAS THE FIRST ADDRESS THAT PROJECT WAS INITIATED UNDER FOR THIS COMPLEX.

74085	1261 E WALNUT ST..14-214	N H S OF GREEN BAY II LLC	BEST ENTERPRISES, LLC	$240.00	$16,600.00	Pending

[09-647 - Raze 3 & 4 Family Building] RAZE

74236	1647 W MASON ST..6-811-19	KAPLA ENTERPRISES LLC	BRIAN QUALITY CONCRETE, INC	$70.00	$5,200.00	Pending

[10-434 - Multi-Family Residential Building Alteration] REPLACING WTH CONCRETE STEPS WITH NEW CONCRETE STOOP AND REPLACING THE CONCRETE PARKING LOT WITH NEW CONCRETE

74329	150 S FISK ST ..6-266-H	HAMILTON GATE LP	SID GRINKER RESTORATION, INC	$75.00	$100,000.00	Pending

[10-434 - Multi-Family Residential Building Alteration] 16 UNIT DEMO

71168	520 N BROADWAY..5-1757	REDEVELOPMENT AUTHORITY OF CITY OF GREEN BAY	CD SMITH CONSTRUCTION	$7,538.46	$3,483,776.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Building R - Shell demo and alterations

71789	1001 S HURON RD..21-170-2-1	D & D AUTOMOTIVE GROUP LLC	EARTH WORKS	$365.00	$35,000.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] -STORM WATER BOND $5000- PAID 7/13/18
-Phase 1 of Site Plan is just parking lot, which needs EC / Paving Permits.

71887	211 N BROADWAY , Unit: SUITE 202..4-71	SCHILLINGER PROPERTIES LLC	ISE SERVICES	$1,077.50	$65,000.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] FDA TENANT SPACE REMOVATION

73314	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	$1,078.14	$60,000.00	Closed

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Remodel of the Stadium Control Suite on Level 7

73679	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	ZEISE CONSTRUCTION	$1,431.42	$250,000.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

74001	1010 N ASHLAND AV..18-537	COMMERCIAL COOKING SYSTEMS LLC	COMMERCIAL COOKING SYSTEMS LLC	$170.00	$1,500.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

74014	825 CHALLENGER DR..21-143-4	ENZYMATIC THERAPY LLC	HOWARD IMMEL, INC	$290.00	$0.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

74107	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY	GREEN BAY HOUSING AUTHORITY	$0.00	$132,000.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] TUCK POINTING, SEALANT
-PAUL VAN CALSTER / JESSICA PETERSON WANTED PERMIT FOR RECORD.

74117	1598 WESTERN AV..6-133	H J MARTIN & SON	IEI GENERAL CONTRACTORS	$220.00	$32,000.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]

74256	1259 S MILITARY AV ..6-199-5	INNOVATIVE PROPERTIES GROUP LLC	OWNER	$70.00	$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] DEMO						
73967	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	SRSE	$140.00	$1,200.00	Closed
[16-*** - Temporary Office or Trailer] TENT FOR PACKERS 5K RUN 7/19/2018						
74021	1167 KENWOOD ST..1-1423-B-2-A	SAINT MARK EVANGELICAL CHURCH	CELEBRATION'S PARTY & EVENT	$70.00	$1,287.00	Pending
[16-*** - Temporary Office or Trailer] ST. MARKS CELEBRATION EVENT AUGUST 18-21,2018						
74082	NICOLET DR..22-145	CITY OF GREEN BAY-CLERK	CITY OF GREEN BAY-CLERK	$0.00	$0.00	Pending
[16-*** - Temporary Office or Trailer] AUGUST 7TH EVENT						
74088	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	ROUNDY'S SUPERMARKETS, INC.	$70.00	$2,000.00	Pending
[16-*** - Temporary Office or Trailer] Event August 4th						
74164	299 WASHINGTON WAY..12-1-1	WATERMARK OWNER LLC	CITY OF GREEN BAY-CLERK	$70.00	$0.00	Pending
[16-*** - Temporary Office or Trailer] July 28, 2018						
74242	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	ARENA AMERICAS	$140.00	$40,000.00	Closed
[16-*** - Temporary Office or Trailer] Tent Event for 100 year celebration						
69464	1110 S GRANDVIEW RD..21-202-2	JAMES K & TONIA M DEROUIN	JAMES K & TONIA M DEROUIN	$75.00	$11,500.00	Pending
[17-438 - New Garage or Carport] 24x20 DET. GARAGE						
73985	628 VROMAN ST..5-220	GREGORY A SMITH	CREATIVE EDGE PROPERTIES LLC	$150.00	$7,500.00	Pending
[17-438 - New Garage or Carport] To include Raze						
74108	1318 CHICAGO ST..17-416	JOSEPH R HASTREITER	GENESIS CONTRACTING SVR LLC	$100.00	$14,000.00	Pending
[17-438 - New Garage or Carport] 16X24 GARAGE						
74326	1080 ELMORE ST..5-806	ARCHIE T & MARJORIE L BELLOW JR	AMERICAN GARAGE BUILDERS	$100.00	$15,000.00	Pending
[17-438 - New Garage or Carport] 16x24						
74142	828 DIVISION ST..5-1453	DAN & CLAUDIA T DELMARCELLE	DAN & CLAUDIA T DELMARCELLE	$50.00	$1,000.00	Pending
[18-438 - Remodel Garage or carport or Shed] GARAGE REPAIR						
74165	605 NORTHERN AV..5-271	JEFFREY L SASS	JACK BOMSKI CONSTRUCTION	$50.00	$3,700.00	Pending
[18-438 - Remodel Garage or carport or Shed] REPAIR DETACHED GARAGE						
73951	1333 GROSS AV..1-303	MARK WEGNER	KEITH PETRI	$50.00	$1,700.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] REMOVAL OF TWO STALL DETACHED GARAGE						
74183	989 DIVISION ST..5-1189	NATANA DESS	NATANA DESS	$50.00	$500.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] SLAB TO REMAIN FOR FUTURE GARAGE						
74227	415 HARTUNG ST..8-539	DANIEL R SAMPSON JR	DANIEL R SAMPSON JR	$50.00	$500.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] TAKE DOWN OLD GARAGE AND CONCRETE SLAB ALSO 23 X 20 AND 7 X 2 PIECES OF DRIVEWAY						
74018	900 CHALLENGER DR..21-144-4	WG&R FURNITURE CO INC	WG&R FURNITURE CO INC	$70.00	$6,800.00	Closed
[22-328 - Shed, Yard Building] Prefab 12x24						
74128	2645 SHERRY LN..21-3830	ROBERT L & JOANN L GERSTNER	HOME DEPOT	$50.00	$2,858.00	Pending
[22-328 - Shed, Yard Building] 10X10 PREFAB TO BE ANCHORED DOWN.						

74224	1427 ST. AGNES DR..6-1047	DONNA M HOLLAND	DONNA M HOLLAND	$50.00	$1,000.00	Pending
[22-328 - Shed, Yard Building] Prefab Old Hickory MOVE SHED TO SE CORNER OF LOT 4 FT FROM FENCE AND PROPERTY LINE						
74266	1731 CARRIAGE CT..6-211-2	JORDIN M & SEE L YANG	TUFF SHED	$50.00	$3,000.00	Pending
[22-328 - Shed, Yard Building] 6X10 PREFAB						
74303	213 CLEVELAND ST..3-1169-D	JASON K & RHONDA L DOPKINS	JASON K & RHONDA L DOPKINS	$50.00	$4,500.00	Pending
[22-328 - Shed, Yard Building] PREFAB 10X16						
73519	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	IEI GENERAL CONTRACTORS	$1,238.07	$0.00	Pending
[23-434 - Deck, Porch, Patio] EC permit issued -$5000 STORM WATER BOND NEEDED. PLUS SNOW MELT HEATING IN WALKWAY						
73634	531 3rd ST..2-161	BC REAL ESTATE INVESTMENTS LLC	BC REAL ESTATE	$50.00	$975.00	Pending
[23-434 - Deck, Porch, Patio] 4x6 NEW STEPS WITH HAND RAILS/STAIR GUARDS ONTO EXISTING FRONT PORCH						
73966	1119 HARVEY ST..7-78	RONALD DOUGLAS TORDEUR	AR CONSTRUCTION	$75.00	$2,000.00	Closed
[23-434 - Deck, Porch, Patio] DECK/PORCH REPLACEMENT						
74005	2826 LOBELIA CT..6H-4035	PATRICK C & PAULA J LYNCH	CREATIVE DECK & GAZEBO'S	$100.00	$16,000.00	Pending
[23-434 - Deck, Porch, Patio] 14x18						
74006	1226 N DANZ AV..21-290-4	RESIDENTIAL INV PROPERTI 21-290-4	RESIDENTIAL INV PROPERTI 21-290-4	$100.00	$0.00	Pending
[23-434 - Deck, Porch, Patio] 6 X 20 DECK						
74023	1692 LAKE LARGO DR..21-262-26	KELLY A NOONAN	RCLS CONSTRUCTION LLC	$100.00	$3,000.00	Pending
[23-434 - Deck, Porch, Patio] Replacing porch that was there, not bigger and within current setback. -Porch will be on existing frost wall also so will be frost protected.						
74024	1698 LAKE LARGO DR..21-262-25	MARY A CUMBERS	RCLS CONSTRUCTION LLC	$100.00	$3,000.00	Pending
[23-434 - Deck, Porch, Patio] Replacing porch that was there, not bigger and within current setback. -Porch will be on existing frost wall also so will be frost protected.						
74060	1200 MICHALINE DR..6-2043	AMY L LAURENT	AMY L LAURENT	$100.00	$2,500.00	Pending
[23-434 - Deck, Porch, Patio] Free standing						
74111	1715 SYMPHONY HEIGHTS..21-7328	ERICH J & TARA B QUIDZINSKI	VAN'S LUMBER & CUSTOM BUILDERS	$100.00	$31,000.00	Pending
[23-434 - Deck, Porch, Patio] DECK						
74122	1716 DECKNER AV..21-2296	ROBERT A & DAWN M FOELLER	RAMCO CONSTRUCTION	$50.00	$1,000.00	Pending
[23-434 - Deck, Porch, Patio] TEAR DOWN OLD SCREEN PORCH ALSO						
74123	223 WOODLAWN AV..5-558	RANDOLPH E & LESIA SEAGER	RANDOLPH E & LESIA SEAGER	$100.00	$500.00	Pending
[23-434 - Deck, Porch, Patio] OWNER BUILD STEPS ALREADY PER ORDERS 79581. INSPECTOR WILL HAVE TO CHECK FOR CODE COMPLIANCE						
74184	1399 LIBERTY ST..6-1340	TRU VANG	TRU VANG	$50.00	$500.00	Pending
[23-434 - Deck, Porch, Patio] Paver blocks 12x24						
74202	602 COLUMBIA AV..5-269	TERRYE T SHEDEGER	TERRYE T SHEDEGER	$75.00	$1,000.00	Pending
[23-434 - Deck, Porch, Patio] Remodel of current porch with just putting new windows in.						
74209	1239 DAY ST..7-190	RANDY J BENZ	B&I BUILDERS	$75.00	$1,600.00	Pending
[23-434 - Deck, Porch, Patio] Exising porch, replace existing deck surface, framing and rail.						
74216	601 W CONSERVANCY CT..21-7953	THOMAS M & CATHERINE M LEMENS	THOMAS M & CATHERINE M LEMENS	$100.00	$4,000.00	Pending
[23-434 - Deck, Porch, Patio] HOME OWNER BUILDING DECK						
74219	1126 S IRWIN AV..17-247-B	ABRAHAM K & KAREN Q LEWIS	ABRAHAM K & KAREN Q LEWIS	$50.00	$4,000.00	Pending

[23-434 - Deck, Porch, Patio] Concrete slab for hot tub and steps up to it.
(hot tub to be installed later and will get electrician to pull hot tub permit)

74233	3501 MAYAPPLE DR..21-8143	SCHMIDT BROS CUSTOM HOMES INC	NOTHIN BUT DECKS	$100.00	$13,900.00	Pending
[23-434 - Deck, Porch, Patio] 12 X20						
74255	1127 CHICAGO ST..14-1054	STEVEN M & PENNY S KAPE	TUNDRALAND	$100.00	$13,250.00	Pending
[23-434 - Deck, Porch, Patio] 8X17						
74263	322 CHARITY LN..21-7743	ALVARO DANIEL LOPEZ VALDOVINOS	ALVARO DANIEL LOPEZ VALDOVINOS	$50.00	$800.00	Pending
[23-434 - Deck, Porch, Patio] CONCRETE 25X11 SLAB IN REAR						
74269	126 S JACKSON ST..14-446	MARLENE L MUELLER	LOUIE'S GENERAL CONSTRUCTION	$100.00	$5,787.00	Pending
[23-434 - Deck, Porch, Patio] DRIVE REPLACEMENT AND FRONT PORCH REBUILD						
74276	461 SCHWARTZ ST..21-2789	BENNET J & WENDY A BURDICK	BENNET J & WENDY A BURDICK	$150.00	$100.00	Pending
[23-434 - Deck, Porch, Patio] 7x10 DECK ADDITION						
74281	1019 ETHEL AV..18-997-9	PAUL W HOFMANN	PAUL W HOFMANN	$50.00	$250.00	Pending
[23-434 - Deck, Porch, Patio] CONSTRUCTED PERGOLA						
74328	2548 REMINGTON RD..21-7210	LUKE P & CARRIE J MICKELSON	LUKE P & CARRIE J MICKELSON	$50.00	$1,000.00	Pending
[23-434 - Deck, Porch, Patio] PERGOLA						
74110	1425 S ASHLAND AV..1-1441	DESTREE ENTERPRISES INC	VAN'S LUMBER & CUSTOM BUILDERS	$70.00	$21,000.00	Pending
[24-*** - Siding] SIDING						
74004	2001 HAROLD ST..21-2445-N-7	MARK A PULLEY	OWNER	$50.00	$300.00	Pending
[25-329 - Swimming Pool] 21' POOL						
74045	322 BLUE SKY CI..21-7942	GRANT G & BRITTANY N LARSCHEID	POOL WORKS	$200.00	$40,000.00	Pending
[25-329 - Swimming Pool] EC Permit issued.						
74092	3490 SPYGLASS HILL DR..22-1896	DAVIES JASON M & NICOLE L REVOC TRUST OF 2017	DAVIES JASON M & NICOLE L REVOC TRUST OF 2017	$125.00	$10,000.00	Pending
[25-329 - Swimming Pool] IN GROUND POOL						
74114	1502 12th AV..1-1693	PAUL T SCHULTZ	PAUL T SCHULTZ	$50.00	$200.00	Pending
[25-329 - Swimming Pool] FENCE AROUND BACK OF PROPERTY ALREADY						
74130	467 DEMI LN..21-7360	ELLIOTT F & ROBERTA J PITON	ELLIOTT F & ROBERTA J PITON	$100.00	$1,500.00	Pending
[25-329 - Swimming Pool] ABOVE GROUND POOL						
74140	3100 CRUSADE LN..6H-3426	NATHANIEL & MEGAN KING	POOL WORKS	$200.00	$28,850.00	Pending
[25-329 - Swimming Pool]						
74302	1837 ROWE LN..6-2542	DAVID J & CHERYL A TOWNSEND	DAVID J & CHERYL A TOWNSEND	$150.00	$10,000.00	Pending
[25-329 - Swimming Pool] Pool / Deck						
73984	1415 CASS ST..17-810	MARY E GARZA	ANDERSON BASEMENT REPAIR INC	$50.00	$3,875.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR						
74078	324 15th AV..3-791	NANCY C LEURQUIN	AREA WATERPROOFING	$50.00	$5,800.00	Closed
[28-434 - Foundation Repair]						
74116	2834 MT. MARY CIR..21-275-17	KSA MOUNT MARY LLC ETAL	BASEMENT REPAIR SPECIALISTS, LLC	$70.00	$0.00	Pending

[28-434 - Foundation Repair] 10' excavation of exterior basement wall to install drain tile, 8' interior drain tile install with 64" bleeder

74155	1165 BOND ST..5-1622	KATHLEEN M HECKENDORF	AREA WATERPROOFING	$50.00	$4,880.00	Closed

[28-434 - Foundation Repair] Excavation of 24', back plaster walls, seal walls, new draintile, fille with stone and topsoil.

74247	1419 KURTZ AV..17-1090	TARA N ROSSMAN	B&B BASEMENT REPAIRS LLC	$50.00	$11,771.00	Closed

[28-434 - Foundation Repair] EXCAVATE AND STRAIGHTEN FOUNDATION WALL, REPLACE DRAIN TILE, BACKFILL WITH STONE

74274	255-263 ALPINE DR..21-54-8	MICHAEL & JOHN S VANLANEN	LARRY VAN RITE TRUCKING & EXCAVATING	$50.00	$5,050.00	Pending

[28-434 - Foundation Repair] WATER PROOF FOUNDATION.

74031	512 S ASHLAND AV..2-284	STEVEN WOODKE	TITAN COMPANIES	$50.00	$6,000.00	Closed

[33-*** - Roofing] REROOF ASPHALT

7/10/2018: VM FROM PROPERTY OWNER THAT THE CONTRACTOR FINISHED THE ROOF.

74050	1140 MORAINE WAY..6-2791	AHORN 8 LLC	AMERICAN BUILDING CONTRACTORS	$70.00	$79,000.00	Pending

[33-*** - Roofing] ASPHALT SHINGLES

73784	615 12th AV..2-656	BEN CULBERTSON	BEN CULBERTSON	$50.00	$3,500.00	Pending

[35-*** - Driveway Expansion] BLACKTOP DRIVEWAY

74016	304 IRENE ST..21-2685	MICHAEL J & VICTORIA E KOHTA	BILLS ASPHALT	$50.00	$6,500.00	Closed

[35-*** - Driveway Expansion]

74032	1267 CHERRY ST..14-120	RYAN R KRAUSE	DENNIS ROE	$50.00	$1,000.00	Pending

[35-*** - Driveway Expansion] ADDING A PARKING SPOT NEXT TO EXISTING DRIVEWAY ON THE LEFT SIDE

74046	1672 FIESTA LN..21-1111-P-16	BRIAN RISTAU	BRIAN RISTAU	$50.00	$300.00	Pending

[35-*** - Driveway Expansion] 9' expansion by garage, behind front setbacks of street/house.

74053	412 GEORGE ST..21-1539	HELEN M VAN EERDEN & LEE K WNUK	HELEN M VAN EERDEN & LEE K WNUK	$50.00	$500.00	Pending

[35-*** - Driveway Expansion] EXPANSION ON SIDE OF CURRENT DRIVEWAY

74054	618 FOREST ST..19-620	SONIA ELIZABETH ALVAREZ LANZA	SONIA ELIZABETH ALVAREZ LANZA	$50.00	$2,000.00	Pending

[35-*** - Driveway Expansion] DRIVEWAY REPAVE

74056	1266 CEDAR ST..8-317	EDGAR LEON CASTRO & NOELIA GOMEZ OROZCO	EDGAR LEON CASTRO & NOELIA GOMEZ OROZCO	$50.00	$1,000.00	Closed

[35-*** - Driveway Expansion] EXPAND ALONG SIDE OF CURRENT DRIVEWAY WITH CONCRETE

74058	1009 MARQUETTE AV..2-960	ECUMENICAL PARTNERSHIP FOR HOUSING INC	EVRAETS CONCRETE CONST. LLC	$50.00	$3,000.00	Pending

[35-*** - Driveway Expansion] Contractor on approved list. Work will consist of sidewalk, apron and replacement driveway and expansion on side.

74096	838 S JACKSON ST..16-147	BRANDON PICKETT	EVRAETS CONCRETE CONST. LLC	$50.00	$4,500.00	Closed

[35-*** - Driveway Expansion] REPLACE EXISTING DRIVEWAY WITH CONCRETE.

74119	1008 DOTY ST..14-924	ONE REALTY GROUP LLC	RAIDER REMODELING	$50.00	$5,400.00	Pending

[35-*** - Driveway Expansion] SLAB FOR FUTURE GARAGE AND DRIVEWAY TO

74139	1643 DEBRA LN..21-1111-P-5	RICKY A & MARY E PERONTO	BAETEN CONCRETE LLC	$50.00	$6,759.00	Pending

[35-*** - Driveway Expansion] CONCRETE WORK

74167	703 S MONROE AV..14-353	HARPARE INC	HELMLE CONSTRUCTION INC	$50.00	$2,110.00	Pending

[35-*** - Driveway Expansion] APRON INSTALL

74175	1149-1151 ABRAMS ST..21-1111-P-48	DAVID L & MARGARET E GAUTHIER	DAVID L & MARGARET E GAUTHIER	$50.00	$1,800.00	Pending

[35-*** - Driveway Expansion] EXPANSION ON EACH SIDE

74195	1640 NANCY AV..6-1234	MICHELLE SIEBERT	MICHELLE SIEBERT	$50.00	$6,000.00	Pending

[35-*** - Driveway Expansion] REPLACING CURRENT DRIVEWAY

74199	2752 WOODSTOCK CT..21-4951	JEFFREY J SULLIVAN	QUALITY ASPHALT	$50.00	$4,000.00	Pending

[35-*** - Driveway Expansion] REPLACE EXISTING DRIVEWAY WITH ASPHALT- CONTRACTOR BONDED.

74230	827 HOLSCHUH LN..21-6254	BARRINGTON REVOCABLE LIVING TRUST	BRIAN QUALITY CONCRETE, INC	$50.00	$9,150.00	Pending

[35-*** - Driveway Expansion] EXACT REPLACEMENT

74235	721 MITCHELL ST..6-389	HERMSEN HOMES LLC	HERMSAN HOME CONSTRUCTION	$50.00	$2,500.00	Pending

[35-*** - Driveway Expansion] 8' EXPANSION FROM SIDE OF SINGLE STALL GARAGE.

74241	1188 SHADOW LN..1-2507	PHYLLIS SEEFELDT	ANDERSON BASEMENT REPAIR INC	$50.00	$5,600.00	Pending

[35-*** - Driveway Expansion] Replacing concrete drive from the sidewalk to the garage. Also replacing the concrete sidewalk and patio around the front, side and rear of house.

74250	830 ELMORE ST..5-1224	ROBERT M MEYER	BILLS ASPHALT	$50.00	$3,125.00	Pending

[35-*** - Driveway Expansion] REAR PARKING AREA

74251	1040 SHAWANO AV..3-1113	CASEY M BENSON	QUALITY ASPHALT	$50.00	$3,500.00	Pending

[35-*** - Driveway Expansion] ASPHALT DRIVEWAY

74278	1289 DIVISION ST..5-657-1	GORDON G PRATSCH	BAETEN CONCRETE LLC	$50.00	$6,457.00	Pending

[35-*** - Driveway Expansion] Driveway / Apron / Sidewalk replacement

74306	539 S QUINCY ST..14-533	DOUGLAS J SCHNIEDER	BILLS ASPHALT	$50.00	$4,500.00	Pending

[35-*** - Driveway Expansion] WAS GRAVEL, NOW WILL BE ASPHALT.
-EASEMENT AGREEMENT WITH CITY FOR DRIVEWAY ON ROW.

74309	821 N BROADWAY..5-44	JARED N METOXEN	JARED N METOXEN	$50.00	$1,000.00	Pending

[35-*** - Driveway Expansion] OWNER PULLED PERMIT FOR DRIVEWAY EXPANSION WILL BE PERMEABLE PAVERS APPROVED FOR VEHICLES.

74324	1033 SHAWANO AV..3-251	ANTHONY & MARY GILLIS	ANTHONY & MARY GILLIS	$50.00	$1,500.00	Pending

[35-*** - Driveway Expansion] DRIVEWAY EXPANSION

74327	1182 THORNDALE ST..1-2153	DEREK C CARLSON	DEREK C CARLSON	$50.00	$2,000.00	Pending

[35-*** - Driveway Expansion] DRIVEWAY EXPANSION

73487	735 NORTHERN AV..18-1451	JACOB & LARISSA SCHREIBER	JACOB & LARISSA SCHREIBER	$50.00	$1,100.00	Variance Request (s)

[36-*** - Fence] 6' WOOD FENCE

73838	1853 DOUSMAN ST..6-2108	MARNI M WITT	MARNI M WITT	$50.00	$9,000.00	Pending

[36-*** - Fence] Variance to have over 15' high fence for BB court in corner by court. Variance approved 7/16/18 for fence height, setbacks, over 2 accessory uses and impervious surface.

73987	1537 SMITH ST..19-683	JOSEFINA BUSTAMANTE FLOR & MARTIN FLOR ROSAS	JOSEFINA BUSTAMANTE FLOR & MARTIN FLOR ROSAS	$50.00	$1,000.00	Pending

[36-*** - Fence] 6' WOOD FENCE ALONG REAR AND SIDES

73998	811 9th ST..1-1382	MENNEN LIVING TRUST	MENNEN LIVING TRUST	$50.00	$2,000.00	Pending

[36-*** - Fence] 6' WOOD FENCE

74008	1330 OREGON ST..5-663-C-2	ALAN J & TERESA J PIERQUET	CUSTOM FENCE	$50.00	$2,731.38	Pending

[36-*** - Fence] 4' CHAIN LINK FENCE 2 SIDES

74011	1333 BERNER ST..21-1629	DONALD VANDER MEULEN	DONALD VANDER MEULEN	$50.00	$800.00	Pending

[36-*** - Fence] 6' WOOD FENCE

74028 805 NEVILLE AV..18-384-A	RICHARD A & PATRICIA S WERONKA JR	CUSTOM FENCE	$50.00	$8,000.00	Pending
[36-*** - Fence] 6' VINYL FENCE					
74029 1429 SHANNON ST..6-1170	BENJAMIN J BLAZEJEWSKI	BENJAMIN J BLAZEJEWSKI	$50.00	$1,600.00	Pending
[36-*** - Fence] 6' SHADOW BOX STYLE WOOD FENCE					
74049 1046 WESTERN AV..3-715	CHANH PHOUANGPHET	CHANH PHOUANGPHET	$50.00	$1,500.00	Pending
[36-*** - Fence] FENCE PERMIT					
74055 1610-1612 6th ST..6-472	PENNY & RANDALL BROTT	PENNY & RANDALL BROTT	$50.00	$500.00	Pending
[36-*** - Fence] 6'WOOD FENCE					
74067 1100 S CHESTNUT AV..1-835	WISCONSIN PUBLIC SERVICE	FORTRESS FENCE	$70.00	$215,000.00	Pending
[36-*** - Fence] 7' 6" commercial fence					
74079 908 14th AV..2-746	BRADEN J & EDEN J ERICKSON	BRADEN J & EDEN J ERICKSON	$50.00	$1,800.00	Pending
[36-*** - Fence] 6' wood fence along rear and side.					
74081 1267 SHADOW LN..1-2210	DENNIS M & PAMELA B KLUMB JR	BAYLAND FENCE	$50.00	$7,500.00	Pending
[36-*** - Fence] FENCE					
74084 1515 ELM ST..19-610	LEAH PAKANICH	CUSTOM FENCE	$50.00	$3,000.00	Pending
[36-*** - Fence] 6' vinyl fence along side.					
74093 121 BERGER ST..21-2599-1	ARNULFO CALDERAS	ARNULFO CALDERAS	$50.00	$1,400.00	Pending
[36-*** - Fence] 6' VINYL FENCE ALONG SIDE					
74121 249 ELIZABETH ST..19-285	LUIS ALBERTO CRUZ SOTO & PAULINA GARCIA APOLINAR	LUIS ALBERTO CRUZ SOTO & PAULINA GARCIA APOLINAR	$50.00	$1,200.00	Pending
[36-*** - Fence] 4 ' HIGH FENCE 50 % OPEN VISION TRIANGLE OK					
74124 1506 KENNEDY DR..6-2823	DENNIS J & JILL M ALLARD	WHIRLWIND POSTHOLES & FENCING, LLC	$50.00	$7,400.00	Pending
[36-*** - Fence] 6' WOOD FENCE					
74134 2530 REMINGTON RD..21-8047	BLUE VIPER LLC	CUSTOM FENCE	$50.00	$7,627.00	Pending
[36-*** - Fence] 4' vinyl fence					
74135 309 S ROOSEVELT ST..14-1321	MICHAEL C & MARY R YOUNG	MICHAEL C & MARY R YOUNG	$50.00	$500.00	Pending
[36-*** - Fence] 4' CHAINLINK					
74138 3567 SPYGLASS HILL DR..22-1911	JAMIE & SHAWNA KOENIG	JAMIE & SHAWNA KOENIG	$50.00	$3,500.00	Pending
[36-*** - Fence] 6' VINYL FENCE REAR/SIDE					
74157 1023 9th ST..1-285	JENNIFER DEROZIER	CUSTOM FENCE	$50.00	$2,612.00	Pending
[36-*** - Fence] 6' VINYL					
74169 3501 MAYAPPLE DR..21-8143	SCHMIDT BROS CUSTOM HOMES INC	CUSTOM FENCE	$50.00	$7,800.00	Pending
[36-*** - Fence] FENCE					
74171 714 HUBBARD ST..4-141	NIC C & SKYE A MILLHISER	ATLAS FENCING	$50.00	$4,000.00	Pending
[36-*** - Fence] WOOD PICKET FENCE APPROXIMATELY 230 FT					
74173 423 KRISTY LEE CT..21-8205	BERNADETTE L WILSON	BERNADETTE L WILSON	$50.00	$5,000.00	Pending

[36-*** - Fence] 6 ' VINYL FENCE(300' ALONG REAR AND SIDES OF PROPERTY)

74178	1408 ROSALIE LN..6-1018	BEVERLY M HEILMAN	FENCE LINK	$50.00	$3,659.00	Pending
[36-*** - Fence] 4' CHAINLINK						
74182	2901 FERNDALE DR..6H-1164-B	TIMOTHY M & STEPHANIE M ZEPNICK	CUSTOM FENCE	$50.00	$1,947.00	Pending
[36-*** - Fence] 4' CHAINLINK FENCE IN REAR AND ONE SIDE						
74186	1097 ROSCOE ST..1-386-C	TIMOTHY K & MICHELLE M LAKE	MARTIN PONCE	$50.00	$1,400.00	Pending
[36-*** - Fence] 6' wooden fence						
74203	1529 SMITH ST..19-681	PHILLIP & PATRICIA LATTA	NORTHERN FENCE INC	$50.00	$4,680.00	Pending
[36-*** - Fence] WOOD FENCE ALONG SIDES AND REAR.						
74214	1121 EMILIE ST..17-156	AMY L LONG	ATLAS FENCING	$50.00	$2,500.00	Pending
[36-*** - Fence] 6' wood fence along side of property						
74220	3129 OPEN GATE TR..6H-2676	MICHELLE L MYERS	CUSTOM FENCE	$50.00	$1,890.00	Pending
[36-*** - Fence] 6' FENCE ALONG SIDE.						
74229	2495 HILLSIDE LN..21-93-4	DOUG P & EMMA I KIRST	DOUG P & EMMA I KIRST	$50.00	$1,000.00	Pending
[36-*** - Fence] 4' 50 % open along side yard.						
74234	2629 DELWOOD DR..21-3857	SUSAN J REED	SUSAN J REED	$50.00	$3,000.00	Pending
[36-*** - Fence] 8X10 SHED 6' TREATED PINE FOR FENCE						
74254	3050 FERNDALE DR..6H-2732	ASHLEY HACKEL	NORTHERN FENCE INC	$50.00	$3,460.00	Pending
[36-*** - Fence] 6' WOOD FENCE						
74262	516 CORNELIUS DR..21-4124	GLYNN R DEPREY	NORTHERN FENCE INC	$50.00	$6,000.00	Pending
[36-*** - Fence] 6' CEDAR FENCE						
74267	1070 ROSCOE ST..1-20-1	JASON J & MARTA K PELISHEK	MARTIN PONCE	$50.00	$3,800.00	Pending
[36-*** - Fence] 6' WOODEN FENCE						
74285	1011 DOTY ST..14-930	SVDP REAL ESTATE LLC	EYE WEAR WORLD	$50.00	$1,700.00	Pending
[36-*** - Fence] FENCE						
74288	3124 HUMBOLDT RD..21-371-4	JOSHUA W SCHULTZ	JOSHUA W SCHULTZ	$50.00	$1,000.00	Pending
[36-*** - Fence] FENCE						
74294	915 S QUINCY ST..16-172	ELIZABETH H PAULSON	ELIZABETH H PAULSON	$50.00	$2,000.00	Pending
[36-*** - Fence] fence in variaous locations						
74305	958-960 EDGEWOOD DR..21-128-5	YANIRA LIZETH VALLE NERIO	YANIRA LIZETH VALLE NERIO	$50.00	$2,000.00	Pending
[36-*** - Fence] 6' RED WOOD FENCE						
74315	2499 WANDERING SPRINGS ST..23-266	PAUL E & JODY A KLAUBAUF	CUSTOM FENCE	$50.00	$8,345.00	Pending
[36-*** - Fence] 6' vinyl in side and rear yard						
74320	1033 ELMORE ST..5-307	HOLLY MUELLENBACH	HOLLY MUELLENBACH	$50.00	$600.00	Pending
[36-*** - Fence] 6' WOOD FENCE IN REAR(50')						
73929	216-222 CHERRY ST..12-114	TAJ ENTERPRISES LLC	GRAPHIC HOUSE, INC	$97.10	$2,654.00	Pending
[37-329 - Signs] Install 57.38 sq ft wall sign on south facade of building (facing Cherry Street)						

73949 1265 LOMBARDI AV..1-1841-A [37-329 - Signs]	CITY OF GREEN BAY-CLERK	JONES SIGN COMPANY	$90.00	$0.00	Pending
74022 1654 MORROW ST..21-1985 [37-329 - Signs] New Wall Sign	BPD HOLDINGS LLC	CREATIVE SIGN COMPANY	$88.49	$2,675.00	Pending
74083 417 PINE ST..11-138-A [37-329 - Signs]	PINE STREET CAT COMPANY LLC	PINE STREET CAT COMPANY LLC	$157.46	$0.00	Pending
74187 LIME KILN RD..23-328 [37-329 - Signs] Includes the removal of two roof-mounted billboard signs at 1583 Main Street-see drag files for copy of raze permit.	WISCONSIN CENTRAL LTD	LAMAR ADVERTISING	$258.36	$10,000.00	Pending
74212 865 LOMBARDI AV..1-1841-B [37-329 - Signs] Proposed Wall Sign	BAYS TUNDRA HOSPITALITY CORP	REINHOLD SIGNS	$199.01	$10,000.00	Pending
74280 1665 MAIN ST..21-2547 [37-329 - Signs] WALL SIGNS	GENUINE PARTS COMPANY	RLO Sign, Inc.	$162.20	$9,203.00	Pending
74127 1583 MAIN ST..19-311 [38-649 - Wreck Signs] REMOVE BILLBOARD FACES AND STRUCTURES FROM THE ROOF AT 1583 MAIN ST	NHIA KONG	LAMAR ADVERTISING	$70.00	$1,500.00	Pending
73973 1580 PROPER ST..19-282 [40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT	DEBRA A SLOVER	VANRITE PLUMBING	$0.00	$3,650.00	Closed
73974 1014 STUART ST..14-908 [40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT	JODI PETERS	VANRITE PLUMBING	$0.00	$3,000.00	Closed
73975 917 STUART ST..14-725 [40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT	EVERARDO & IRENE CURIEL	VANRITE PLUMBING	$0.00	$3,650.00	Pending
73976 921 STUART ST..14-724 [40-*** - Sanitary Sewers] LEAD PIPE REPLACEMENT	EVERARDO & IRENE CURIEL	VANRITE PLUMBING	$0.00	$3,650.00	Pending
74025 1128 NEVILLE AV..18-244 [40-*** - Sanitary Sewers] SEWER/WATER REPAIR	JACOB M SCHWAHN	ACE SEWER & WATER	$30.00	$1,600.00	Closed
74026 931 ST. GEORGE ST..7-212 [40-*** - Sanitary Sewers] SEWER/WATER REPAIR	JEANNE A HANSEN	ACE SEWER & WATER	$30.00	$2,800.00	Closed
74090 3093 BETH DR..21-7464 [40-*** - Sanitary Sewers] STORM REPAIR	SHANNA M KROPP & PHILLIP G WILLEMS	MATT'S SERVICES	$30.00	$1,890.00	Closed
74109 251 WESTPLAIN DR..6-2250 [40-*** - Sanitary Sewers] STORM SEWER REPAIR	THOMAS F & ELAINE B DELSART	KODAK DEVELOPMENT AND CONSTRUCTION	$30.00	$3,500.00	Pending
74143 703 DOTY ST..14-453 [40-*** - Sanitary Sewers] SANITARY SEWER REPAIR	RYAN P & SARAH K RICHARDSON	ACE SEWER & WATER	$30.00	$1,800.00	Closed
73993 1851 PARKLAND WAY..6-2252 [42-*** - Mini-Sewers] MINI-STORM SEWER	SANDRA LEE BAIN	CHAMPION TRENCHING	$530.00	$750.00	Closed
73988 1616 ST. ROBERT DR..6H-2214 [43-*** - Lawn Sprinklers] TURF WATERING	JOHN C & BRENDA J CRABB	LIZER OF WI., INC	$100.00	$2,000.00	Pending

74077 137 PURPLE SAGE DR..21-8160 [43-*** - Lawn Sprinklers] TURF WATERING	MICHAEL D & VICKI L RADUE	FOX VALLEY IRRIGATION INC	$100.00	$3,000.00	Closed
74080 3177 BETH DR..21-7349 [43-*** - Lawn Sprinklers] TURF WATERING	DANIEL & NANCY SOLBERG	FOX VALLEY IRRIGATION INC	$100.00	$3,000.00	Pending
74102 3415 INDIGO BLUFF DR..21-8250 [43-*** - Lawn Sprinklers] TURF WATERING	WILLIAM G & MARY B BENSON	THE SPRINKER COMPANY INC	$100.00	$4,000.00	Closed
74103 2811 CLASSIC DR..22-2130 [43-*** - Lawn Sprinklers] TURF WATERING	RICHARD & ROCHELLE DEJARDIN	THE SPRINKER COMPANY INC	$100.00	$3,500.00	Pending
74176 3223 W TWIN PINES CT..21-7754 [43-*** - Lawn Sprinklers] TURF WATERING	DAVID E JOHNSON	RAINMASTER IRRIGATION INC	$100.00	$3,200.00	Pending
74253 235 SWISS MEADOW LN..21-6144 [43-*** - Lawn Sprinklers] TURF WATERING SYSTEM	GEORGE G & SUSAN E GROSSARDT	CONSERVA IRRIGATION	$100.00	$4,000.00	Pending
74291 3509 MAYAPPLE DR..21-8144 [43-*** - Lawn Sprinklers] TURF WATERING	MICHAEL J FECHTER	RAINMASTER IRRIGATION INC	$100.00	$3,800.00	Pending
74292 3003 NICOLET DR..22-133 [43-*** - Lawn Sprinklers] TURF WATERING	TODD R & KIM M KUEHL	RAINMASTER IRRIGATION INC	$100.00	$3,500.00	Pending
74307 2530 REMINGTON RD..21-8047 [43-*** - Lawn Sprinklers] TURF WATERING	T & L FAMILY TRUST	LIZER OF WI., INC	$100.00	$3,000.00	Pending
74308 272 LOST RIDGE CT..21-8055 [43-*** - Lawn Sprinklers] TURF WATERING	JONATHAN P HERMANS	IRRIGATION DOCTORS	$100.00	$3,600.00	Pending
74310 2473 OAKWOOD DR..6H-1497-1 [43-*** - Lawn Sprinklers] LAWN SPRINKLER	HEATHER M DEYOUNG	DUANES PLUMBING	$50.00	$2,000.00	Pending
74311 636 EDGEWOOD DR..21-3770 [43-*** - Lawn Sprinklers] TURF WATERING	DAVID & LORI K MALM	LIZER OF WI., INC	$100.00	$3,200.00	Pending
74044 1007 TONY CANADEO RUN ST..1-1841-K [44-*** - Water heaters/Appliances] WATER HEATER	LVP SHS GREEN BAY LLC	EDWIN C GAROT CO	$70.00	$0.00	Pending
74137 310 14th AV..3-770 [44-*** - Water heaters/Appliances] WATER HEATER & PIPING REPAIR	MICHELLE PRODELL	SAFE FLOW LLC	$100.00	$250.00	Closed
74162 321 13th AV..3-845 [44-*** - Water heaters/Appliances] WATER HEATER	BRENT S BENSEN	NEWCAP, INC.	$30.00	$0.00	Closed
74257 233 E TRILLIUM CIR..6H-2556 [44-*** - Water heaters/Appliances] WATER HEATER	PETER G & KATHLEEN M KANIKULA	SINCLAIR PLUMBING INC	$30.00	$890.90	Pending
74258 1238 DELRAY DR..6H-2016 [44-*** - Water heaters/Appliances] WATER HEATER	RICARD L & CELINDA M RODGERS	SINCLAIR PLUMBING INC	$30.00	$890.00	Pending
74265 816 HEYRMAN ST..21-1334-4-9 [44-*** - Water heaters/Appliances] WATER HEATER	LINDA S COLE	NEWCAP, INC.	$30.00	$0.00	Pending

74293	1708 NANCY AV..6-2436	NICK T XIONG	NEWCAP, INC.	$30.00	$0.00	Pending
[44-*** - Water heaters/Appliances] WATER HEATERS						
73831	1265 ROCKDALE ST..1-1978	BRIAN A JOHNSTON	BODART ELECTRIC	$50.00	$1,350.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73965	1093 REED ST..3-1122-A	JASON GEGERE	ELAND ELECTRIC CORP	$50.00	$19,100.00	Pending
[46-*** - Electrical Service Change] ELEC INSTAL OF ROOF SOLAR/PHOTOVOLTAIC						
73981	1009 S ROOSEVELT ST..17-280	JOHN M MULLER	ELAND ELECTRIC CORP	$50.00	$1,800.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
73995	959 WAVERLY PL..1-1364-C	WILLIAM E & MARY SALUTZ	KOZELEK ELECTRIC	$50.00	$1,100.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE						
73997	817 ELIZABETH ST..19-31-1	MARY LYNN M PETERS	J&M ELECTRIC INC	$50.00	$0.00	Pending
[46-*** - Electrical Service Change] PANEL CHANGE						
74019	1154 11th AV..1-659-1	STEVEN A & MIRANDA JO MILCOFF	NICKEL ELECTRIC INC	$50.00	$2,000.00	Closed
[46-*** - Electrical Service Change] 100 AMP SERVICE CHANGE OVERHEAD						
74066	1633 9th ST..6-210-A-2	TCG HOLDINGS 202 LLC	NICKEL ELECTRIC INC	$50.00	$0.00	Closed
[46-*** - Electrical Service Change] 60 TO 100 AMP OVERHEAD SERVICE CHANGE						
74071	1402-1406 SPRINGDALE LN..6H-1699	SPRINGDALE PROPERTIES LLC	FOREMEN HEATING & VENT INC	$50.00	$5,365.00	Pending
[46-*** - Electrical Service Change] FURNACE & AIR CONDITIONER						
74101	1070 6th ST..2-767-1	GEORGE A & SHARON R THORNE	STIEGLER ELECTRIC	$50.00	$600.00	Closed
[46-*** - Electrical Service Change] WPS DISCONNECT POWER DUE TO ILLEGAL PANEL, REQUEST A SERVICE UPGRADE						
74115	716-718 11th AV..2-497	EDWARD W LIUBAKKA	RUSS ELECTRIC	$50.00	$2,400.00	Closed
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
74129	2633 HUMBOLDT RD..21-2467-1	ROBERT G HARRIS	NORTHERN ELECTRIC, INC.	$50.00	$3,000.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
74174	2730 WHIPPOORWILL DR..6H-1430-K-22	ARAM V & KARINE S AGABEKOVA	NICKEL ELECTRIC INC	$50.00	$2,200.00	Closed
[46-*** - Electrical Service Change] 100 AMP SERVICE CHANGE						
74177	2742 HE-NIS-RA LN..6H-1227-2-2	ROBERT M PASIK	TMG SOLUTIONS LLC	$50.00	$900.00	Closed
[46-*** - Electrical Service Change] ELEC PANEL CHANGE						
74210	554 LARSCHEID ST..21-2678-19	ADAM KLARKOWSKI	STAR ELECTRIC SERVICE, INC.	$50.00	$1,500.00	Closed
[46-*** - Electrical Service Change] UPGRADE SERVICE FROM 60 TO 100 AMP						
74217	1017 N BUCHANAN ST..18-1015-13	KEVIN J & JILL A DOMBROSKI	VAN ERT ELECTRIC	$50.00	$1,500.00	Pending
[46-*** - Electrical Service Change] ELEC SVS UPGRADE						
74237	1122 S ROOSEVELT ST..17-180	KAREN M MULRINE	DE BAKER, INC.	$50.00	$2,000.00	Pending
[46-*** - Electrical Service Change] CHANGING TWO SERVICES TO 100 AMPS						

74264	1610 E MASON ST..21-1929-1	ROSE MARIE FELDT	J&M ELECTRIC INC	$50.00	$1,000.00	Closed
[46-*** - Electrical Service Change] PANEL CHANGE						
74270	1427 BEAUCHAMP ST..1-396	ANDREW J & JANE A BASTEN	ADVANTAGE ELECTRIC	$50.00	$1,000.00	Pending
[46-*** - Electrical Service Change] 100 AMP OVERHEAD SERVICE						
74273	1022 S BEAVER DAM DR..6-2307	ZIMMERMAN JOINT REVOCABLE TRUST	G.S. ELECTRICAL SERVICES	$50.00	$2,000.00	Pending
[46-*** - Electrical Service Change] OUTSIDE NEW METER, WIRE AND GROUND RODS. INSIDE-NEW 100 AMP PANEL, BREAKERS AND WIRE. GAS AND WATER METER BONDING. VERIFY ALL OTHER CODE VIOLATIONS. POWER OFF AT 8 AM AUGUST 2 REHOOK 4 PM						
74286	1369 KELLOGG ST..6-82-A-2	TAMMY TURINO WILLIS	ALL POWER ELECTRIC LLC	$50.00	$1,500.00	Pending
[46-*** - Electrical Service Change] 100 AMP SERVICE UPGRADE FROM FUSE BOX TO BREAKER PANEL						
74287	1138 MAIN ST..14-7	1138 MAIN LLC	METZLER ELECTRIC	$70.00	$2,500.00	Pending
[46-*** - Electrical Service Change] ELEC SVS CHANGE						
74289	1128 LARK ST..18-1081	DAVID & ALISON FOWLES	MJ SARGENT	$50.00	$1,495.00	Pending
[46-*** - Electrical Service Change] NEW 100 AMP SERVICE						
74313	442 ALPINE DR..21-107-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	CITY OF GREEN BAY	$0.00	$30,000.00	Pending
[46-*** - Electrical Service Change] INSTALL NEW ELEC SVS & DISTR EQUIP						
73972	1789 WESTERN AV..6-123-A	KIP J MILLER	CHRISTOPHER NEJEDLO ELECTRIC	$50.00	$323.00	Closed
[47-*** - Electrical Service Repair] EMERGENCY REPAIR						
73982	830 S JEFFERSON ST..16-10	PATRICK J & EMILIE C HEIL	ELAND ELECTRIC CORP	$50.00	$1,000.00	Closed
[47-*** - Electrical Service Repair] EMERGENCY ELEC REPAIR						
74010	1440 S FISK ST..6-891	KATHRYN L SPUHLER	DELAHAUT ELECTRIC LLC	$50.00	$700.00	Closed
[47-*** - Electrical Service Repair] FALLING TREE LIMB CAUSED OUTAGE.						
74012	1486 BIEMERET ST..6-890	JAMES L & MARY ANN K DOBRATZ	NICKEL ELECTRIC INC	$50.00	$0.00	Closed
[47-*** - Electrical Service Repair] 100 AMP OVERHEAD SERVICE REPAIR ADD GROUND RODS						
74051	113 ALVINA ST..6-249-9	KENNETH W & BARBARA A DEQUAINE	ELECTRICAL SERVICE SUPPLIES	$50.00	$150.00	Pending
[47-*** - Electrical Service Repair] ELEC SVS REPAIR						
74052	110 GRAY ST..3-13	COVER RENTALS LLC	CENTER VALLEY ELECTRIC	$50.00	$600.00	Pending
[47-*** - Electrical Service Repair] ELEC SVS REPAIR						
74112	1272 SHAWANO AV..3-1176	REBECCA M HERMANS	BOBBY ZEPNICK	$50.00	$100.00	Closed
[47-*** - Electrical Service Repair] SERVICE REPAIR						
74156	835 S OAKLAND AV..2-360	BRYCE & CASSANDRA CROCKER	VB'S ELECTRIC	$50.00	$800.00	Closed
[47-*** - Electrical Service Repair] ELEC SVS						
74180	1301 STUART ST..14-1436	TERESA A SMITH	STIEGLER ELECTRIC	$50.00	$600.00	Closed
[47-*** - Electrical Service Repair] ELEC SVS REPAIR						
74225	1244 BERNER ST..20-44-21	RICHARD S & BRIDGET A REED JR	DE BAKER, INC.	$50.00	$500.00	Closed
[47-*** - Electrical Service Repair] SERVICE REPAIR						

74277	1119 SMITH ST..7-365	BRANDY BAY PROPERTIES	NICKEL ELECTRIC INC	$50.00	$500.00	Pending
[47-*** - Electrical Service Repair] REPLACE METER BASE AND SERVICE RISER ADD GROUNDRODS						
74300	1442 TRAEGER ST..6-1175	REAL ESTATE VENTURES LLC	CHAMPION ELECTRIC LLC	$50.00	$1,200.00	Pending
[47-*** - Electrical Service Repair] ELEC SVS REPAIR						
74009	880-884 KELLOGG ST..5-1404	JAMES P NICHOLAS	TITLETOWN ELECTRIC	$50.00	$500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] EMERGENCY OVERHEAD SERVICE REPAIR DUE TO FALLEN TREE						
74017	111 W MASON ST..2-950	C REISS TERMINALS LLC PROPERTY TAX DEPT	BACKUS ELECTRIC	$70.00	$2,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] NEW 200 AMP SVC. FOR REISS COAL PILES UNDER MASON SST. BRIDGE NEAR RIVER.						
74158	1742 E MASON ST..21-1344-4	STD PROPERTIES LLC	SCHOMMER ELECTRIC	$70.00	$500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ENERGIZE SERVICE						
74166	3530 BAY HIGHLANDS CIR..21-5602	CHAD R & NATALIE R LEVANETZ	COMPLETE ELECTRIC SERVICE AND MAINTENANCE LLC	$100.00	$20,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] Only charged electrical and plumbing and not building due to small scale of project						
74249	1230 BERNER ST..20-44-20	RICHARD S & BRIDGET A REED JR	KRUEGER ELECTRIC	$50.00	$0.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC SVS REPAIR						
74312	3030 CURRY LN..21-281	BROWN COUNTY JAIL & PUBLIC SAFETY	NORTHERN ELECTRIC, INC.	$210.00	$99,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ELEC SVS UPGRADE						
74223	1140 ELMORE ST..5-1305-C	SCOTT THORNTON	BENO PLUMBING	$50.00	$1,000.00	Pending
[49-*** - backwater valve/sump pump] PALMER VALVE						
74271	132 S CHESTNUT AV..3-331	MICHAEL C NELSON	ROYAL FLUSH PLUMBING	$50.00	$500.00	Closed
[49-*** - backwater valve/sump pump] PALMER VALVE						
73890	1029 13th AV..1-693	TRISHA S ROGERS	DEMOULIN HVAC LLC	$50.00	$2,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73969	520 SUPERIOR RD..21-6284	JOHN P & LIANE M MAGNUSON	RICHARDS HEATING & COOLING	$50.00	$1,740.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73970	1437 S CHESTNUT AV..1-996	DAWN M STROPEROBINSON	RICHARDS HEATING & COOLING	$50.00	$2,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73971	1611 14th AV..1-1365	LINDA M HYDE	RICHARDS HEATING & COOLING	$50.00	$2,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73977	1807 WIESNER ST..6-2718	RICHARD T & BONNIE EVERSON	VAN'S HEATING & AC	$50.00	$9,785.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
73978	116 N ROOSEVELT ST..14-204	VICKI R GRADY	VAN'S HEATING & AC	$50.00	$5,222.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73979	810-812 ALPINE DR..21-118-10	DAVID A & JANET A HANSFORD	VAN'S HEATING & AC	$50.00	$5,536.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
73980	516 PETERS ST..21-2216-15	ALLEN D & BONNY J HANSEN	HEALTHY HOMES HEATING & COOLING	$50.00	$2,997.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

73996	2760 ENGLEWOOD RD..21-149-12	ANTHONY G & AMY L NANIOT	TITON SERVICES	$50.00	$2,575.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74002	1442 LANGLADE AV..6-538-A	FLOYD DE BAUCH	HEALTHY HOMES HEATING & COOLING	$50.00	$12,315.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AC						
74020	1609 MAIN ST..21-2009	ROMAINE W SCHANOCK	ENGEBOS HEATING & COOLING INC	$70.00	$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74034	1172 ELIZA ST..17-128	WE INVESTMENTS LLC	FOREMEN HEATING & VENT INC	$50.00	$3,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74037	1213 HICKORY HILL DR..1-1626	AARON P KIETZMANN	NICOLET HEATING & COOLING LLC	$50.00	$2,120.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74038	810-812 ALPINE DR..21-118-10	DAVID A & JANET A HANSFORD	VAN'S HEATING & AC	$50.00	$11,350.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74039	1019 S ONEIDA ST..1-1846	KEVIN BUTTERS	K KELLY INC	$50.00	$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74040	880 DOUSMAN ST..5-457	LEE D SCHUCHART	APEX HEATING & AIR CONDITIONING	$50.00	$4,154.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74041	1668 WESTFIELD AV..6-1244	WAYNE P & JEAN P CANNON	APEX HEATING & AIR CONDITIONING	$50.00	$11,570.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74042	423 KRISTY LEE CT..21-8205	BERNADETTE L WILSON	APEX HEATING & AIR CONDITIONING	$50.00	$8,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER & GARAGE HEATER						
74043	1013 BERNER ST..20-163	LEROY J MIELKE JR	APEX HEATING & AIR CONDITIONING	$50.00	$8,627.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74061	2985 SHELTER CREEK LN..6H-4271	ADAM R & SARA K AICHER	BLACK-HAAK HEATING, INC.	$50.00	$8,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74062	1442 CHICAGO ST..17-818	MARIBEL ZAYAS MENDOZA	NEWCAP, INC.	$50.00	$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74063	515 ROY AV..5-783	STEVEN VAN PAY	K KELLY INC	$50.00	$3,675.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74064	1016 WILSON AV..18-281	ASHLEY R KRZEWINA	LAKESHORE HEATING & COOLING	$50.00	$2,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74065	2761 S LE CAPITAINE CIR..21-4430	JOHN R CHAMBERLAIN & WENDY S FRICK	COMFORT CONTROL SYSTEMS	$50.00	$5,690.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74070	1120 UNIVERSITY AV..7-706	FAMILY VIOLENCE CTR GOLDEN HOUSE INC	ROBINSON HEATING & COOLING	$70.00	$3,702.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						

74072	3556 FAYETTE LN..21-5591	GARY E & MARSHA E HETTIGER	BAY AREA SERVICES INC	$50.00	$11,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74073	995 ROSCOE ST..1-380	JACOB J HEIM & ANGELA M PONCE	BAY AREA SERVICES INC	$50.00	$3,250.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74074	493 MCAULIFFE HEIGHTS TR..21-7259	ERIC L & THERESA A REFSGUARD	BAY AREA SERVICES INC	$50.00	$3,525.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74075	704 BOND ST..5-1096	NATALIE S NIENHUIS	BAY AREA SERVICES INC	$50.00	$2,850.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74076	3177 BETH DR..21-7349	DANIEL & NANCY SOLBERG	HEALTHY HOMES HEATING & COOLING	$50.00	$13,214.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AC						
74086	1219 THRUSH ST..18-1022	SCOTT P & REGINA L MCINTOSH	VAN'S HEATING & AC	$50.00	$4,375.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74087	1409 JEREMIAH CT..21-5783	DAVID W WILQUET	VAN'S HEATING & AC	$50.00	$5,312.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74091	1158 SPENCE ST..1-1370-B-2	DALE J & JESSICA M DELAURELLE	VAN'S HEATING & AC	$50.00	$10,588.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74097	2761 ENGLEWOOD RD..21-6067	JAMES W SOLLBERGER MARY SPITZER SOLLBERGER	SINKLER HEATING & COOLING, INC	$50.00	$7,350.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74098	3114 CRUSADE LN..6H-3907	PETER J & LISA L OLSON	WESLEY HEATING AND SHEET METAL	$50.00	$3,451.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74099	1008 STUART ST..14-907	BARBARA J PONINSKI	WESLEY HEATING AND SHEET METAL	$50.00	$7,640.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74100	935 LANGLADE AV..1-1429-C	MYRON L MERTENS	WESLEY HEATING AND SHEET METAL	$50.00	$3,532.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74105	1260 GRIGNON ST..17-218	TERRENCE P & JANE E WOLFF	VAN'S HEATING & AC	$50.00	$6,494.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74106	2451 BIRCH POINTE CIR..21-5951	DEBRA A LESPERANCE	SINKLER HEATING & COOLING, INC	$50.00	$3,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74118	3043 GREENVIEW DR..21-1111-D-194	DUSTIN MORTIER	COMFORT CONTROL SYSTEMS	$50.00	$4,750.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74131	237 E TRILLIUM CIR..6H-2557	JOAN M TURBA	ROBINSON HEATING & COOLING	$50.00	$4,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74133	3157 NICOLET DR..22-870	JAMES S & CATHERINE A COLES	ROBINSON HEATING & COOLING	$50.00	$4,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74145	2056 HILLVIEW DR..21-1179-1	DAVID P KUSCH	WESLEY HEATING AND SHEET METAL	$50.00	$3,289.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74146	2260 MANITOWOC RD..21-420-21	GARZA CRESCENCIANO & ROMONA QUEZADA	WESLEY HEATING AND SHEET METAL	$50.00	$4,038.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74147	2016 FERN LN..21-2475-D-14	BYVB LLC	ROBINSON HEATING & COOLING	$50.00	$4,600.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74148	2513 FORESTVILLE DR..6H-1946	JOSEPH J NEMEC & BETTY A BACON	ROBINSON HEATING & COOLING	$50.00	$3,050.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74149	1489 UNIVERSITY AV..19-577	CADIEUX PROPERTES LLC	ROBINSON HEATING & COOLING	$70.00	$6,885.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74150	2520 FINGER RD..21-120-8	LILLIAN L SUOMI	SINKLER HEATING & COOLING, INC	$50.00	$2,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74151	2666 ENGLEWOOD RD..21-6188	GARY A ROSENKRANZ	VAN'S HEATING & AC	$50.00	$4,703.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74152	1544 MORROW ST..19-194	AMY R CISAR	VAN'S HEATING & AC	$50.00	$5,940.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74153	2536 OAKWOOD DR..6H-1223-B	JAMES D SCHMIDT	BAY AREA SERVICES INC	$50.00	$2,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74154	3067 WINDLAND DR..21-7070	THOMAS C & CARLA J BETKA	BAY AREA SERVICES INC	$100.00	$7,850.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONERS (2)						
74161	1336 REED ST..5-662-C-1	GRANT J & LINDA S LAGERS	RICHARDS HEATING & COOLING	$50.00	$6,799.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74163	321 13th AV..3-845	BRENT S BENSEN	NEWCAP, INC.	$50.00	$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74168	3095 KINGSWOOD CT..6H-3450	BRADY D & KENDRA A BELLUE	HEALTHY HOMES HEATING & COOLING	$50.00	$5,329.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74172	2275 MAIN ST..21-420-14	GLORIAN JOHNSON	SINKLER HEATING & COOLING, INC	$70.00	$3,975.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74179	2727 HUMBOLDT RD..21-332-8	JANE L BLAIR	SINKLER HEATING & COOLING, INC	$50.00	$2,890.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74189	1091 ELMORE ST..5-1359	JOHN M DYER	VAN'S HEATING & AC	$50.00	$5,072.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AC						
74191	3525 FAYETTE LN..21-5781	JOAN M PETTERS	ACTION HEATING & COOLING	$50.00	$5,177.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74192	1059 ROCKDALE ST..1-2038	DONALD W & VIRGINIA R JARED	APEX HEATING & AIR CONDITIONING	$50.00	$3,685.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						

74193	1124 KENWOOD ST..1-2261	JAMES G & LAURA J CARLOS	APEX HEATING & AIR CONDITIONING	$50.00	$6,989.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74194	1114 LARK ST..18-1084	JENNIFER ALBERT	SINKLER HEATING & COOLING, INC	$50.00	$3,885.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74196	121 HUDSON ST..3-1018-B	DAVIDSON REVOCABLE TRUST	COMFORT CONTROL SYSTEMS	$50.00	$6,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74197	1010 S VAN BUREN ST..16-240	JASON P DEJARDIN & KELLIE L HILLERS	COMFORT CONTROL SYSTEMS	$50.00	$5,590.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74198	419 SARATOGA ST..6-1863-4	BENJAMIN R & ASHLEY R HIETPAS	COMFORT CONTROL SYSTEMS	$50.00	$3,260.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74200	1841 11th AV..1-1239	KAREN A ARENDT BORCHARDT	HERMANS HEATING & AC	$50.00	$6,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74211	300 S BROADWAY..3-591	SANCTUARY SPAS LLC	ROBINSON HEATING & COOLING	$140.00	$4,463.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74226	1150 CLAYTON PL..21-820-M-7	JAMES M BAYARD	FOREMEN HEATING & VENT INC	$50.00	$4,600.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74239	1062 CLAYTON PL..21-3216	RYAN J BRUNNER	APEX HEATING & AIR CONDITIONING	$50.00	$7,553.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74240	1701 OAK LEAF DR..6H-1651	RANDY E PALMER	BLACK-HAAK HEATING, INC.	$50.00	$2,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74243	913 DEWCLAW ST..21-4225	DOUANGDAO KHAMVONGSA	BAY AREA SERVICES INC	$50.00	$5,700.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74244	2747 HUMBOLDT RD..21-332-6	CHRISTOPHER J DALEY	BAY AREA SERVICES INC	$50.00	$2,750.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74245	260 SWISS MEADOW LN..21-6505	BRIAN R & BRITTANY L KONITSKI	BAY AREA SERVICES INC	$50.00	$10,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74246	1610 KIMBALL ST..21-1911	JOANNE M GARSOW	BAY AREA SERVICES INC	$50.00	$6,750.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74252	503 13th AV..2-606	NICOLE M COLLIER	JJ HEATING & COOLING	$50.00	$1,552.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74268	3405/07 WIGGINS WAY..22-1734-6	JON D VERSTEGEN	ENGEBOS HEATING & COOLING INC	$50.00	$2,680.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74283	1550 MORROW ST..19-196	TERRENCE L & MARY A DEJARDIN	WESLEY HEATING AND SHEET METAL	$50.00	$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74284	3420 EDINBURGH RD..22-1588-142	DANIEL A & BETTY J GILB	WESLEY HEATING AND SHEET METAL	$50.00	$5,470.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74290	1908 E GOTHIC CIR..6H-4144	MONTE & MAURA WHITE	APEX HEATING & AIR CONDITIONING	$50.00	$8,949.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

74295	2614 OAKWOOD DR..6H-1225-4	ANDREA M HERM	COMFORT CONTROL SYSTEMS	$50.00	$15,880.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74296	522 SARATOGA ST..6-1863-13	JAMES R & MARY ANN BRUNETTE JR	COMFORT CONTROL SYSTEMS	$50.00	$10,250.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74297	456 TYROLIAN DR..21-3476	THOMAS D GROSENICK	COMFORT CONTROL SYSTEMS	$50.00	$7,899.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

74298	1708 GROSS AV..1-2358	MARC J GLANTZ	APEX HEATING & AIR CONDITIONING	$50.00	$3,435.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74299	1958 BLUEBERRY LN..6H-1508-M-39	GREGORY M & LORA LE BRECK	APEX HEATING & AIR CONDITIONING	$50.00	$5,650.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

74301	3475 HUMBOLDT RD..21-362-2	BAYSIDE CHRISTIAN FELLOWSHIP INC	TEMPERATURE CONTROL HTG & CLG	$70.00	$12,213.10	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

74304	1345 HANNAH ST..3-1326	MAYRA ARANDA MONTES	HEALTHY HOMES HEATING & COOLING	$50.00	$4,163.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74319	2314 REMINGTON RD..21-3672	NANCY A DEGRAVE	K KELLY INC	$50.00	$8,000.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AC

74321	218 OXFORD AV..5-512	RICHARD J & TRACY M TESS	BAY AREA SERVICES INC	$50.00	$2,670.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

74322	1064 DIVISION ST..5-1372-B	SARA N & DEVIN L BEAUCHAMP	BAY AREA SERVICES INC	$50.00	$7,500.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

74323	504 PHOEBE ST..18-492	SYREUANG & PHOUVIENG CHITTAVONG	BAY AREA SERVICES INC	$50.00	$6,400.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

73163	1150 BELLEVUE ST..21-459	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	MCC INC	$450.00	$136,000.00	Pending

[57-*** - Parking lot (New & Reconstruction)] EC Permit issued, in drag

73165	1754 9th ST..6-274-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT KENNEDY	MCC INC	$740.00	$272,684.00	Pending

[57-*** - Parking lot (New & Reconstruction)] -EC permit approved.

73167	1331 PACKERLAND DR..6H-1127-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST	MCC INC	$905.00	$347,808.00	Pending

[57-*** - Parking lot (New & Reconstruction)] NO EC/ SWM

73168	325 N ROOSEVELT ST..14-10	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MINOKA-HIL	MCC INC	$265.00	$123,000.00	Pending

[57-*** - Parking lot (New & Reconstruction)] No EC / SWM

73543	901 UNIVERSITY AV..7-585	CITY OF GREEN BAY-CLERK	PETERS CONCRETE COMPANY	$0.00	$82,000.00	Pending

[57-*** - Parking lot (New & Reconstruction)] NEW DRIVEWAY INTO GREEN BAY METRO FROM N QUINCY ST

74126	701 N BAIRD ST..8-580	MALCORE FUNERAL HOME	NORTHEAST ASPHALT, INC.	$70.00	$42,000.00	Closed
[57-*** - Parking lot (New & Reconstruction)] Subgrade/ base course not being affected. Only repaving						
74272	725 S WEBSTER AV..14-852	BELLIN MEMORIAL HOSPITAL	NORTHEAST ASPHALT, INC.	$70.00	$65,000.00	Pending
[57-*** - Parking lot (New & Reconstruction)] Strip existing asphalt adn repave the parking lot, existing base course to remain undisturbed.						
73983	1154 11th AV..1-659-1	JOHN H SANTEE	VANRITE PLUMBING	$50.00	$4,500.00	Closed
[62-*** - repair/alter existing plumbing system] WATER SERVICE REPLACEMENT						
74120	735 S QUINCY ST..14-572	DAVID J HARTL	VANRITE PLUMBING	$30.00	$2,500.00	Closed
[62-*** - repair/alter existing plumbing system] REPAIR WATER SERVICE AT CURB STOP						
74201	311 GRAY ST..5-639	BRUCE C BOATWRIGHT	TUNDRALAND	$50.00	$11,729.00	Closed
[62-*** - repair/alter existing plumbing system] SHOWER						
74231	132 S CHESTNUT AV..3-331	MICHAEL C NELSON	ACE SEWER & WATER	$30.00	$1,800.00	Closed
[62-*** - repair/alter existing plumbing system] SEWER REPAIR						
74057	225 E WALNUT ST..12-120	LIZA RAE LLC	HOCKERS PLUMBING	$155.00	$4,600.00	Closed
[66-*** - Grease Traps] GREASE INTERCEPTOR						
70658	1519M MAIN ST ..8-27	CITY OF GREEN BAY-CLERK	PIEPER ELECTRIC INC	$140.00	$10,000.00	Pending
[95-*** - New cell tower						
] New cell tower in the right-of-way						
70663	100M S JEFFERSON ST ..12-152	BROWN COUNTY	PIEPER ELECTRIC INC	$140.00	$10,000.00	Pending
[95-*** - New cell tower						
] New cell tower in the right-of-way						
70955	1417M CEDAR ST ..8-114	CEDAR CENTER ARTS INC	PIEPER ELECTRIC INC	$140.00	$10,000.00	Pending
[95-*** - New cell tower						
] Cell Tower						
70956	1120M UNIVERSITY AV ..7-706	FAMILY VIOLENCE CTR GOLDEN HOUSE INC	PIEPER ELECTRIC INC	$140.00	$15,000.00	Pending
[95-*** - New cell tower						
] Mobilite cell tower equipment in the RW						
73986	966 SHAWANO AV..3-1092	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WEST HIGH	DEGROOT INC.	$30.00	$4,000.00	Closed
[200-*** - water service] WATER SERVICE CONNECTION						
73989	339 S MAPLE AV..3-1144-B	MARIO C SEGURA	RICHARD TILLMAN	$30.00	$4,500.00	Closed
[200-*** - water service] REPAIR WATER SERVICE						
Totals:	348 projects			$54,802.71	$10,841,290.38	

Summary of Projects Issued

7/1/2018 to 7/31/2018

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	4	4	8	4	4	4	4	0	$5,834.24	$1,379,500.00
08 3-4 Family Building (refer to 06-103).	2	0	3	2	2	2	2	2	$9,994.08	$1,725,000.00
48 Electrical Wiring (Misc., Alteration, Repair)	6	0	0	0	6	0	1	0	$550.00	$122,000.00
46 Electrical Service Change	23	0	0	0	23	0	0	0	$1,120.00	$84,310.00
47 Electrical Service Repair	12	0	0	0	12	0	0	0	$600.00	$6,473.00
50 Heating Unit Replacement/ Air Conditioning	90	0	0	0	0	90	0	0	$4,740.00	$478,672.10
62 repair/alter existing plumbing system	4	0	0	0	0	0	4	0	$160.00	$20,529.00
16 Temporary Office or Trailer	6	0	0	6	2	0	0	0	$490.00	$44,487.00
22 Shed, Yard Building	5	0	0	5	0	0	0	0	$270.00	$18,158.00
03 Addition to Single-Multi Family Residential Units	1	1	1	1	1	0	0	0	$150.00	$28,000.00
02 Single-Family Residential Building, Alteration	12	0	10	12	11	6	11	1	$2,853.18	$665,800.00
10 Multi-Family Residential Building Alteration	2	0	0	2	0	0	0	0	$145.00	$105,200.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	10	2	11	10	4	4	4	1	$12,240.52	$4,059,276.00
09 Raze 3 & 4 Family Building	1	0	1	1	0	0	1	1	$240.00	$16,600.00
21 Demolition of all Other Buildings or Structures	3	0	0	3	0	0	0	0	$150.00	$2,700.00
38 Wreck Signs	1	0	0	1	0	0	0	0	$70.00	$1,500.00
17 New Garage or Carport	4	3	4	4	1	0	0	0	$425.00	$48,000.00
18 Remodel Garage or carport or Shed	2	0	0	2	0	0	0	0	$100.00	$4,700.00
23 Deck, Porch, Patio	23	12	16	23	1	1	1	0	$3,063.07	$106,162.00
24 Siding	1	0	0	1	0	0	0	0	$70.00	$21,000.00
25 Swimming Pool	7	4	3	7	5	0	0	2	$875.00	$90,850.00
28 Foundation Repair	6	0	0	6	0	0	0	0	$320.00	$31,376.00
33 Roofing	2	0	0	2	0	0	0	0	$120.00	$85,000.00
35 Driveway Expansion	25	0	0	25	0	0	0	0	$1,250.00	$87,701.00
36 Fence	41	0	0	41	0	0	0	0	$2,070.00	$345,551.38
37 Signs	7	6	0	7	2	0	0	0	$1,052.62	$34,532.00
40 Sanitary Sewers	9	0	0	9	0	0	0	0	$150.00	$25,540.00
42 Mini-Sewers	1	0	0	1	0	0	0	0	$530.00	$750.00
43 Lawn Sprinklers	13	0	0	13	0	0	12	0	$1,250.00	$41,800.00
44 Water heaters/Appliances	7	0	0	0	0	0	7	0	$320.00	$2,030.90
57 Parking lot (New & Reconstruction)	7	5	2	7	1	0	0	2	$2,500.00	$1,068,492.00
200 water service	2	0	0	0	0	0	2	0	$60.00	$8,500.00
49 backwater valve/sump pump	2	0	0	0	0	0	2	0	$100.00	$1,500.00
66 Grease Traps	1	0	1	0	0	0	1	0	$155.00	$4,600.00
95 New cell tower	4	0	0	4	4	0	0	0	$560.00	$45,000.00

05 Raze Sungle-Family house(attached or detached)	2	0	2	2	0	0	1	1	$225.00	$30,000.00
Totals:	348	37	62	201	79	107	53	10	$54,802.71	$10,841,290.38

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R12/2016)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	July, 2018
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	920-448-3131

I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348,Stats.)	$ 87,566.16	$ 87,566.16		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 36,417.07	$ 31,422.90		$ 4,994.17
3. Penalty Surcharges (s. 757.05, Stats.)	$ 23,355.80			$ 23,355.80
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 9,618.68		$ 9,618.68	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 11,401.26		$ 5,368.59	$ 6,032.67
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 12,382.85			$ 12,382.85
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 794.72		$ 794.72	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 1,131.72			$ 1,131.72
12. Adjustments (Attach Explanation)	$ .00	$ .00	$ .00	$ .00
13. Totals	$ 182,668.26	$ 118,989.06	$ 15,781.99	**Pay This Amount** $ 47,897.21

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 8-1-18

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Pamela R. Morley Date: 8/6/18

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE DISSOLUTION OF TAX INCREMENT DISTRICT (TID) NUMBER SEVEN (7), ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the dissolution of a TID Plan, for the closure of TID No. 7, Ashland Avenue and Lombardi Avenue Corridors.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE DISSOLUTION OF TAX INCREMENT DISTRICT (TID) NUMBER EIGHT (8), HENRY AND MORROW STREETS

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the dissolution of a TID Plan, for the closure of TID No. 8, Henry and Morrow Streets.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE DISSOLUTION OF TAX INCREMENT DISTRICT (TID) NUMBER NINE (9), STATE HIGHWAY 54/57 BUSINESS PARK

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the dissolution of a TID Plan, for the closure of TID No. 9, State Highway 54/57 Business Park.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE AMENDMENT OF TAX INCREMENT DISTRICT (TID) NUMBER TWELVE (12), I-43 INDUSTRIAL PARK

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including proposing and preparing an amendment to the Project Plan for TID No. 12, I-43 Industrial Park.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE DISSOLUTION OF TAX INCREMENT DISTRICT (TID) NUMBER SEVENTEEN (17), 900 BLOCK NORTH BROADWAY

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the dissolution of a TID Plan, for the closure of TID No. 17, 900 Block North Broadway.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE CREATION OF TAX INCREMENT DISTRICT (TID) NUMBER TWENTY (20), WHITNEY PARK

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 20, Whitney Park.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE CREATION OF TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-ONE (21), GREEN BAY PACKAGING

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 21, Green Bay Packaging.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION DESIGNATING THE REDEVELOPMENT AUTHORITY AS AGENT OF THE CITY OF GREEN BAY FOR THE CREATION OF TAX INCREMENT DISTRICT (TID) NUMBER TWENTY-TWO (22), THE SHIPYARD

August 21, 2018

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

That, pursuant to Wis. Stats. §66.1105, the Redevelopment Authority is designated as agent of the City of Green Bay to perform all acts, including the preparation of a Project Plan for the creation of TID No. 22, The Shipyard.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE FOR WEBSTER AVENUE
August 21, 2018

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

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

R/W Plat Parcel Number	Owner Name(s)	Location	Amount
13	Beverly Moeser	1002 Harvey Street	$108,000
14	Brown County	1001-05 Day Street	8,457.31

Adopted _____, 2018

Approved_____, 2018

_____
Mayor

ATTEST:

_____
City Clerk

jld

RESOLUTION ACCEPTING
RELOCATION CLAIMS
FOR N. WEBSTER AVENUE
August 21, 2018

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

To approve the Relocation Claims for the Webster Avenue project and authorize payments.

R/W Plat Parcel Number	Owner Name(s)	Location	Amount
7a	Anthony Shea	1108 N Webster Avenue	$ 569
22a	Regina Donaldson	1005 Berner Street	89,376
24a	Don Lecher	1008 Vanderbraak Street	360
24a	Don Lecher	1008 Vanderbraak Street	500

Adopted _____, 2018

Approved _____, 2018

_____
Mayor

ATTEST:

_____
City Clerk

jld

RESOLUTION ACCEPTING ADMINISTRATIVE REVISION FOR N. WEBSTER AVENUE
August 21, 2018

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

To approve the Administrative Revision for the Webster Avenue project and authorize payments.

R/W Plat Parcel Number	Owner Name(s)	Location	Amount
16	William L. Moehring	918 N Webster Avenue	$37,000
17	Debra L. Mlezvia	1024 N Webster Avenue	85,000
20	Crooked Wood Corp.	1002 Reber Street	86,000

Adopted _____, 2018

Approved _____, 2018

_____
Mayor

ATTEST:

_____
City Clerk

jld

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 523 NORTH BROADWAY (ZP 18-22)

August 21, 2018

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

That, pursuant to Zoning Petition 18-22 and the recommendation of the Plan Commission on August 13, 2018, the City of Green Bay does authorize a conditional-use permit for a minor automobile repair within a Downtown One (D1) District located on the following described property at 523 N Broadway:

ELMORES ADDITION LOT 20 - (Tax Parcel No. 5-897)

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

a. Compliance with all regulations of the Green Bay Municipal Code.
b. Stripe stalls as indicated on site plan including one required handicap stall.
c. Close portions of Bond Street curb-cut and unneeded pavement and return to grass.
d. Close entire North Broadway curb-cut and return to grass.
e. Wheel stops be installed for stalls along North Broadway property line/sidewalk.
f. No outdoor storage of any materials.
g. Outdoor display is in a professionally constructed case that can either be locked or brought in after business hours.
h. No inoperable or unregistered vehicles not associated with repair work to be stored on-site. Those associated with repair may be parked no greater than 30 days.
i. No outdoor repair work permitted.
j. Hours of operation limited to between 6 a.m. – 10 p.m.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

DB

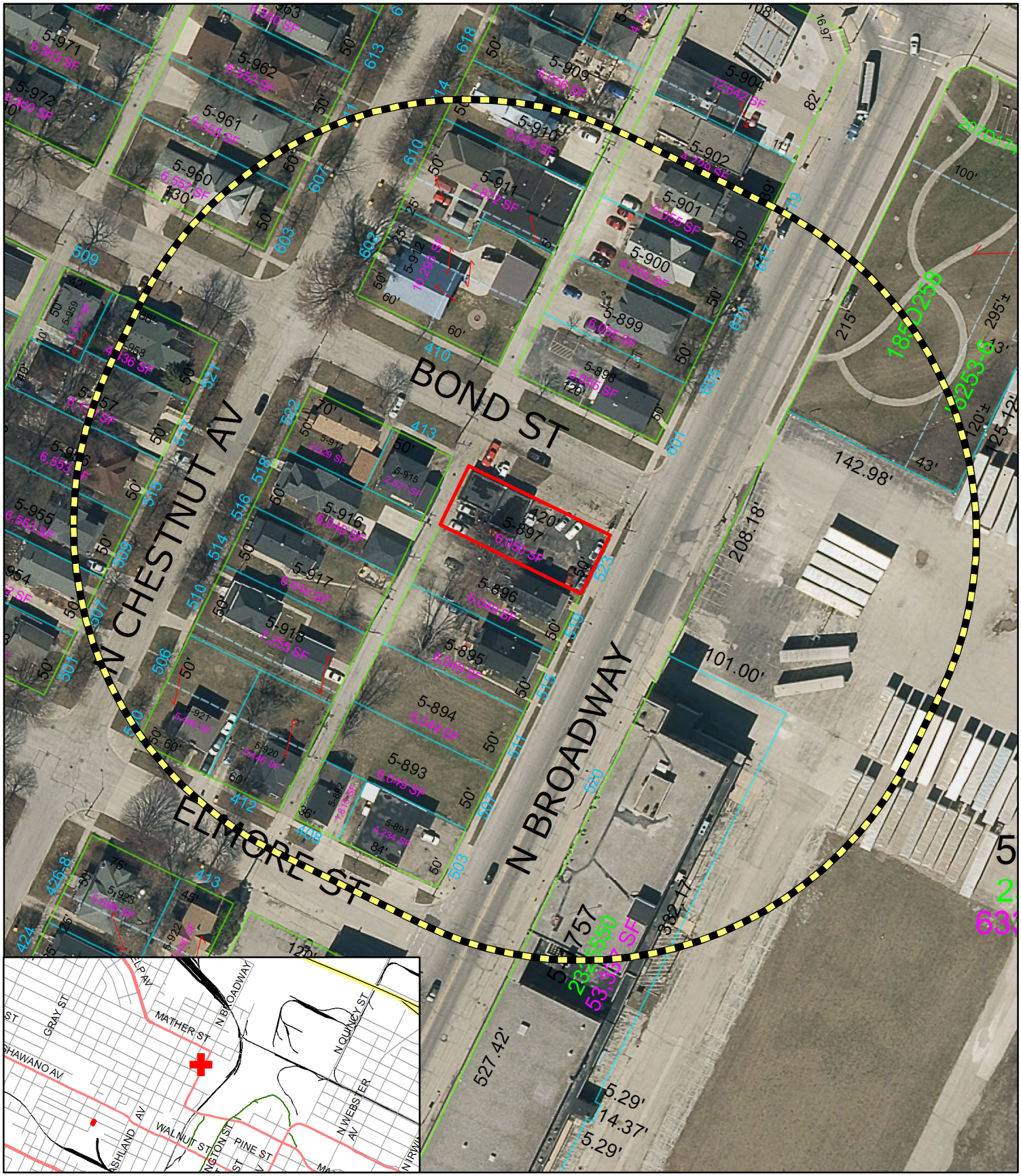
Attachments – Site Plan & Map

Site Plan

523 North Broadway

Map is provided by the City of Green Bay for reference and display purposes only.
The City makes no claims regarding the accuracy or completeness of the image.

0 10 20
Feet



Subject Property

200' + Notice Area

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

Conditional Use Permit (ZP 18-22)

Request for a Conditional Use Permit (CUP) to permit minor auto repair in the Downtown One (D1) District at 523 North Broadway.

0 50 100 Feet

N

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 720 North Broadway (ZP 18-23)

August 21, 2018

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

That, pursuant to Zoning Petition 18-23 and the recommendation of the Plan Commission on August 13, 2018, the City of Green Bay does authorize a conditional-use permit for a single-family residential dwelling within a Varied Density Residential (R3) District located on the following described property at 720 North Broadway:

A E ELMORES PARK ADDN N 1/2 OF LOT 6 EX S 6 FT & N 1/2 OF LOT 7 EX S 6 FT OF W 10.8 FT BLK 11
(Tax Parcel No. 5-75)

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

a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

b. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a single-family dwelling.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

SH

Attachment – Map

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 225 NORTH ASHLAND AVENUE (ZP 18-27)

August 21, 2018

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

That, pursuant to Zoning Petition 18-27 and the recommendation of the Plan Commission on August 13, 2018, the City of Green Bay does authorize a conditional-use permit for a two-family residential dwelling within an Office/Residential (OR) District located on the following described property at 225 North Ashland Avenue, Green Bay, Wisconsin:

DOUSMANS ADD LOT 172
(Tax Parcel No. 4-126)

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

a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

b. Submittal of a site plan and building permit(s) establishing minimum parking in compliance with Chapter 13-1700, Green Bay Zoning Code.

c. Compliance with the applicable Uniform Dwelling Code (UDC) building requirements related to a two-family dwelling.

Adopted _____

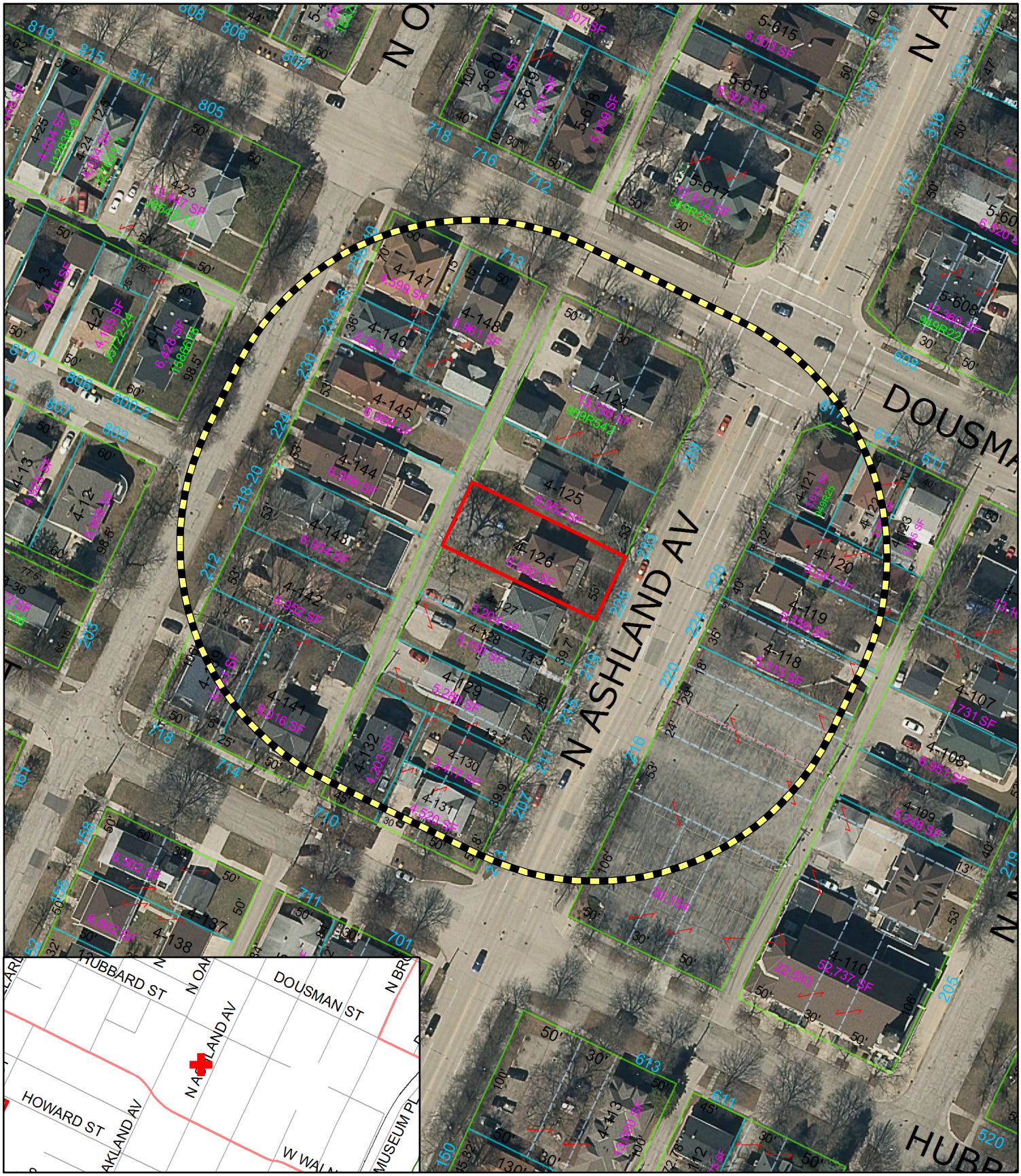
Approved _____

_____
Mayor

_____
Clerk

DB

Attachment – Map



Subject Property

200' Notice Area

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

Zoning Petition (ZP 18-27)

Request for a Conditional Use Permit for a Two-Family Use in the Office/Residential (OR) Zoning District at 225 N. Ashland Ave.

CITY OF GREEN BAY 1854 Titletown, USA

N

0 50 100 Feet

RESOLUTION APPROVING A RELOCATION ORDER FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD; AND SUPERIOR ROAD FROM GILBERT DRIVE TO SITKA STREET; AND PROPOSED STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET; AND SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

AUGUST 21, 2018

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

That the Common Council of Green Bay finds and determines that:

WHEREAS, the property establishing, laying out, widening, enlarging, extending, construction, reconstruction, improving, or maintaining a portion of a streets/easements now designated as:

SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD; AND SUPERIOR ROAD FROM GILBERT DRIVE TO SITKA STREET; AND PROPOSED STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET; AND SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

and roads or lands in and about and leading to same, requires certain relocation or changes and the acquisition of lands or interests in lands as shown on the map or copy thereof marked:

PLAT OF RIGHT-OF-WAY REQUIRED FOR
"SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD; AND SUPERIOR ROAD FROM GILBERT DRIVE TO SITKA STREET; AND PROPOSED STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET; AND SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY"

City of Green Bay, Brown County Wisconsin, dated August 21, 2018

pursuant to its authority under Section 62.22 and 62.23(10), Wisconsin Statutes,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT:

1. The said street/easement are hereby laid out and established to the lines and widths as shown on the said plat.

2. The required lands or interests in lands as shown in the plat shall be acquired in the name of the City of Green Bay.

3. This order supersedes and amends any previous order issued by the City of Green Bay.

Adopted _____, 2018 Approved _____, 2018

_____ ATTEST:_____

James J. Schmitt – Mayor Kris Teske - City Clerk

FINAL PAYMENTS RESOLUTION
August 21, 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. REROOFING FIRE STATION #5
C & C Services, LLC

TOTAL AMOUNT EARNED:	$	44,000.00
LESS AMOUNT RETAINED:	$	0.00
	$	44,000.00
LESS AMOUNT PREVIOUSLY PAID:	$	41,800.00
AMOUNT DUE THIS ESTIMATE:	**$**	**2,200.00**

ACCOUNT NUMBERS
4174150-55201-41137: $2,200.00
PO #1700116

2. CD 17-03 PERKINS PARK TENNIS COURTS
Peters Concrete Company

TOTAL AMOUNT EARNED:	$	330,266.51
LESS AMOUNT RETAINED:	$	0.00
	$	330,266.51
LESS AMOUNT PREVIOUSLY PAID:	$	277,508.62
AMOUNT DUE THIS ESTIMATE:	**$**	**52,757.89**

ACCOUNT NUMBERS
410600-53001-99509: $52,757.89
PO #101778

3. PAVEMENT 1-16
Peters Concrete Company

TOTAL AMOUNT EARNED:	$	280,183.70
LESS AMOUNT RETAINED:	$	0.00
	$	280,183.70
LESS AMOUNT PREVIOUSLY PAID:	$	255,764.21
AMOUNT DUE THIS ESTIMATE:	**$**	**24,419.49**

ACCOUNT NUMBERS
401500-55341-61016: $24,419.49
PO #1600155

Adopted _____, 2018

Approved _____, 2018

_____
Mayor

ATTEST:

_____
City Clerk

SEP

RESOLUTION AUTHORIZING
TRANSFER OF FUNDS

August 21, 2018

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

Pursuant to the recommendation of the Finance Committee at its meeting of August 14, 2018, the following transfer of funds is hereby authorized:

	ACCOUNT		AMOUNT
From:	101099-59001	Contingency	$ 16,634.52
To:	101099-59019	Property Taxes Expense	$ 15,345.50
	101099-59019	Property Taxes Expense	$ 1,289.02

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

ZONING ORDINANCE NO. 13-18

AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1000 MAIN STREET AND 1003 PINE STREET
FROM GENERAL COMMERCIAL (C1) DISTRICT
TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 18-26)

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 described property from General Commercial (C1) District to Highway Commercial (C2) District:

NAVARINO PLAT LOTS 175, 176 & 177 EX ST
(Tax Parcel No. 9-14)

NAVARINO PLAT LOTS 418 & 419
(Tax Parcel No. 9-100)

NAVARINO PLAT LOT 417
(Tax Parcel No. 9-98)

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

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

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

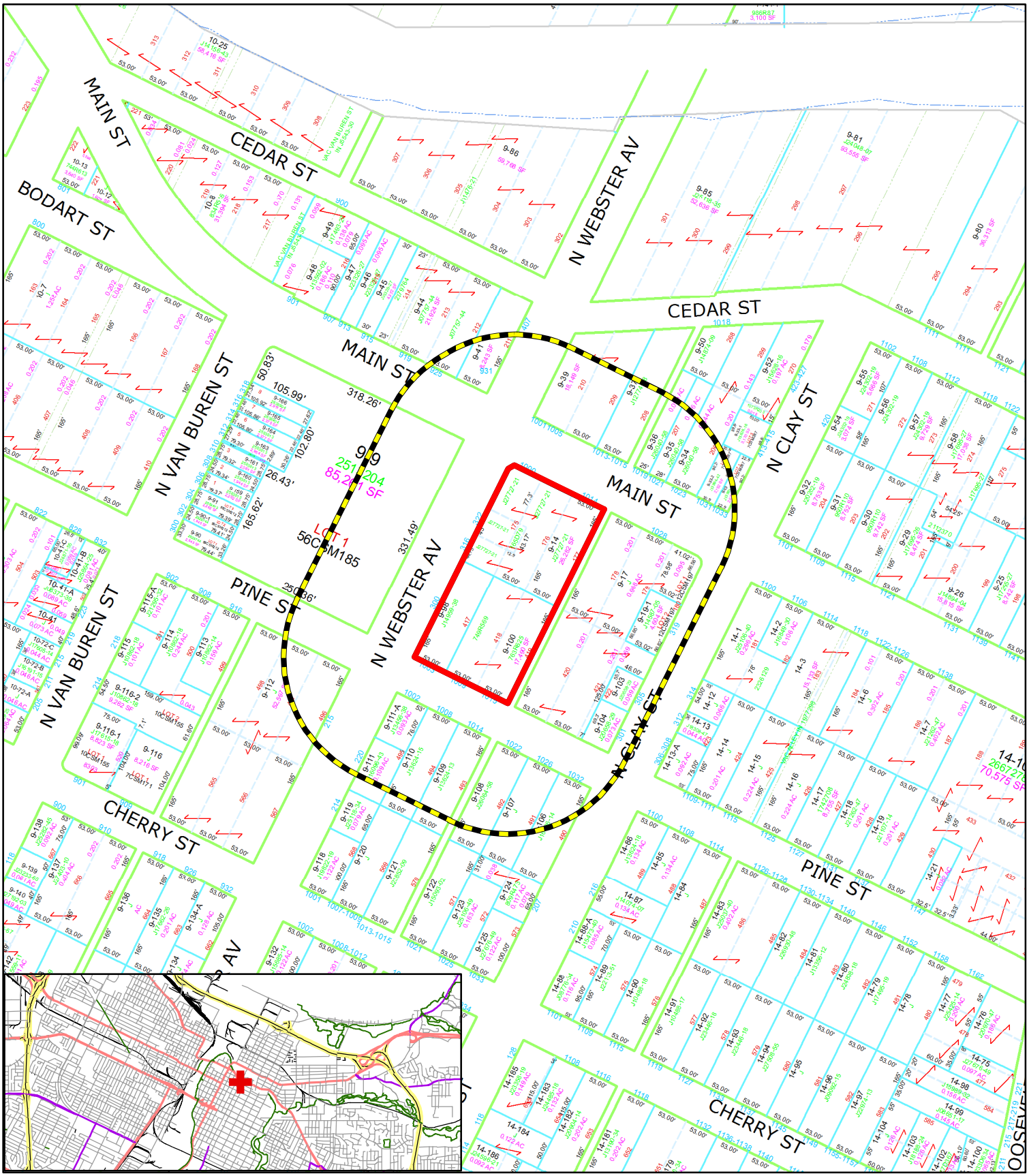
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

8/21/18
Attachment – Map



Subject Area

200' Property Owner Notice

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 PN

N

0 5,000 10,000 Feet

Zoning Petition (ZP18-26)
Rezone 1000 Main Street and 1003 Pine Street from General Commerical (C1) to Highway Commercial (C2) district.

ZONING ORDINANCE NO. 14-18

AN ORDINANCE
REZONING PROPERTY LOCATED
AT 1532 SHAWANO AVENUE
FROM OFFICE/RESIDENTIAL (OR) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 18-28)

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 described property from Office/Residential (OR) District to General Commercial (C1) District:

PRIVATE CLAIM #1W THAT PART DES IN 241 D 116 BCR EXC VOL 289 D 299 BCR

Tax Parcel No. 6-236

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

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

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

APPROVED:

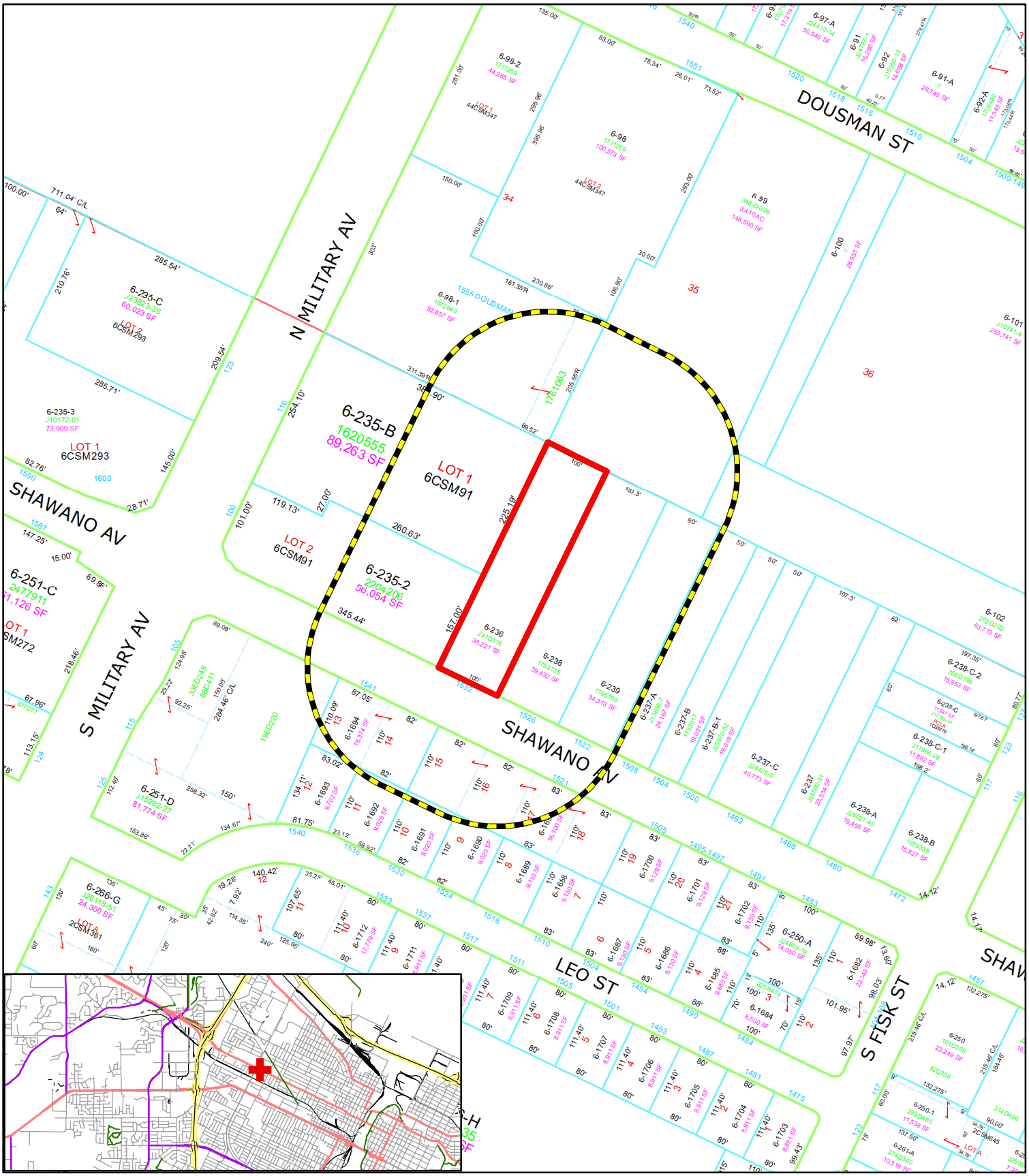
_____
Mayor

ATTEST:

_____
Clerk

PN

8/21/18
Attachment – Map



Subject Area

200' Property Owner Notice

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Map prepared by PN

N

0 5,000 10,000 Feet

Zoning Petition (ZP18-28)
Rezone 1532 Shawano Avenue from Office/Residential (OR) to General Commerical (C1)

PLANNING ORDINANCE NO. 3-18

AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY TO APPROVE A PLAT OF RIGHT-OF-WAY
FOR SITKA STREET AND SUPERIOR ROAD
(ROW 18-01)

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended to establish the Plat of Right-of-Way required for Sitka Street and Superior Road, as depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2017.

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

SH:js

8/21/18

Attachments – Legal Description and Map

LEGAL DESCRIPTION FOR AMENDING
THE OFFICIAL MAP OF THE CITY OF GREEN BAY TO APPROVE A
PLAT OF RIGHT-OF-WAY FOR SITKA STREET AND SUPERIOR ROAD

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR PROPOSED STREETS NORTH OF SITKA STREET BETWEEN SUPERIOR ROAD AND EASY STREET

Parcels 1, 2 and 3: Fee Acquisition (Street Rights-Of-Way)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest ¼ of the Northeast ¼, and that part of the Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street and the point of beginning;
thence continuing N00°-20'-53"E, 203.14 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 212.08 feet, said curve having a chord which bears S44°-26'-19"W, 190.93 feet;
thence S00°-33'-56"E, 205.36 feet;
thence N89°-26'-04"E, 70.00 feet;
thence N00°-33'-56"W, 205.36 feet;
thence northeasterly along the arc of a 65.00 foot radius curve to the left, 102.11 feet, said curve having a chord which bears N44°-26'-19"E, 91.93 feet;
thence N89°-26'-34"E, 691.17 feet;
thence southeasterly along the arc of a 65.00 foot radius curve to the left, 103.13feet, said curve having a chord which bears S45°-06'-17"E, 92.65 feet;
thence S00°-20'-53"W, 204.25 feet, to the north right-of way line of Sitka Street;
thence N89°-26'-04"E, 70.01 feet, along said north right-of way line of Sitka Street to the point of beginning.

Tax parcels affected numbers 21-50, 21-51 and 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR STORM SEWER EASEMENT TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

Parcel 1: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest ¼ of the Northeast ¼, and that part of the Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 50.00 feet, to the north right-of way line of Sitka Street;
thence continuing N00°-20'-53"E, 203.14 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 27.60 feet, said curve having a chord which bears S83°-35'-13"W, 27.55 feet, to the point of beginning;
thence N03°-33'-53"W, 202.46 feet;
thence S89°-28'-23"W, 10.92 feet;
thence S00°-31'-37"E, 30.03 feet;
thence S89°-28'-23"W, 12.52 feet;
thence S03°-33'-53"E, 180.03 feet;
thence northeasterly along the arc of a 135.00 foot radius curve to the right, 25.83 feet, said curve having a chord which bears N72°-15'-02"E, 25.79 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR PERMANENT LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 3: Permanent Limited Easement (Storm Sewer)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 192.87 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-33'-56"W, 35.00 feet, to the north right-of way line of Sitka Street, and the point of beginning;
thence S89°-26'-00"W, 12.00 feet, along said north right-of way line of Sitka Street;
thence N00°-34'-00"W, 20.00 feet;
thence N89°-26'-00"E, 12.00 feet;
thence S00°-34'-00"E, 20.00 feet, to the point of beginning.
AND
That part of the Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1024.44 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-33'-56"W, 49.92 feet, to the north right-of way line of Sitka Street, and the point of beginning;
thence southwesterly, along said north right-of way line of Sitka Street, along the arc of a 1366.49 foot radius curve to the left, 12.00 feet, said curve having a chord which bears S88°-33'-03"W, 12.00 feet;
thence N00°-34'-00"W, 20.00 feet;
thence northeasterly, along the arc of a 1386.49 foot radius curve to the right, 12.00 feet, said curve having a chord which bears N88°-33'-03"E, 12.00 feet;
thence S00°-34'-00"E, 20.00 feet, to the point of beginning.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR ADDITIONAL LANDS REQUIRED TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

Parcel 1: Fee Acquisition (Additional Lands for Storm Water Management Facility)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 253.15 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;
thence N03°-33'-53"W, 163.55 feet to the point of beginning;
thence N89°-28'-23"E, 11.36 feet;
thence N00°-31'-37"W, 330.01 feet;
thence S55°-44'-17"W, 14.43 feet;
thence S00°-31'-37"E, 310.00 feet;
thence S89°-28'-23"W, 370.00 feet;
thence S54°-32'-44"E, 20.42 feet;
thence N89°-28'-23"E, 354.11 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

Parcel 1: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 253.15 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;
thence N03°-33'-53"W, 112.55 feet to the point of beginning;
thence N76°-31'-15"E, 8.89 feet;
thence N00°-31'-37"W, 48.94 feet;
thence S89°-28'-23"W, 355.10 feet;
thence S58°-52'-48"E, 70.18 feet;
thence S86°-09'-04"E, 115.77 feet;
thence S81°-25'-33"E, 76.40 feet;
thence S84°-17'-24"E, 45.16 feet;
thence N76°-31'-15"E, 52.27 feet, to the point of beginning.

Tax parcel affected number 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED TO SERVE SUPERIOR ROAD STORM WATER MANAGEMENT FACILITY

Parcels 1 and 2: Temporary Limited Easement (Storage of Top Soil)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of the Southwest ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the East ¼ corner of said Section 3, Township 23 North, Range 21 East;
thence S89°-26'-04"W, 1150.26 feet along the East-West ¼ line of said Section 3, Township 23 North, Range 21 East;
thence N00°-20'-53"E, 253.15 feet;
thence northwesterly along the arc of a 135.00 foot radius curve to the left, 214.19 feet, said curve having a chord which bears N45°-06'-17"W, 192.42 feet;
thence S89°-26'-34"W, 691.17 feet;
thence southwesterly along the arc of a 135.00 foot radius curve to the left, 40.35 feet, said curve having a chord which bears S80°-52'-47"W, 40.20 feet;
thence N03°-33'-53"W, 114.57 feet;
thence N89°-38'-40"E, 8.77 feet, to the point of beginning;
thence N89°-38'-40"E, 231.10 feet;
thence N00°-00'-00"E, 199.08 feet;
thence N90°-00-00"W, 158.71 feet;
thence N07°-38'-30"W, 50.72 feet;
thence N11°-58'-58"W, 52.10 feet;
thence N51°-01'-10"W, 74.66 feet;
thence S00°-31'-37"E, 348.72 feet, to the point of beginning.

Tax parcels affected numbers 21-50 and 21-51.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcels 1 and 2: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southwest ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2633677, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcels affected numbers 21-50 and 21-51.

Parcel 3: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The southerly 20.0 feet of that part of the Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.
Excepting therefrom the northerly 10.0 feet of the southerly 20.0 feet of the westerly 437.84 feet, of the easterly 723.75 feet of said Southeast ¼ of the Northeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, lying northerly of, and adjacent to, the north line of Sitka Street.

Tax parcel affected number 21-52.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SUPERIOR ROAD FROM GILBERT DRIVE TO SUPERIOR ROAD AND FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 4: Temporary Limited Easement (Grading)

Grantor: Blue Viper, LLC
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The westerly 26.0 feet of that part of the Northwest ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying easterly of, and adjacent to, the east line of Superior Road.
AND
The northerly 15.0 feet of that part of the Northwest ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 2730967, lying southerly of, and adjacent to, the south line of Sitka Street.

Tax parcel affected number 21-71.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 5: Temporary Limited Easement (Grading)

Grantor: Benjamin C. & Jody A. Wipfli
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 13.0 feet of the westerly 47.0 feet; and the northerly 3.0 feet of the easterly 73.15 feet; and westerly 13.0 feet of the northerly 26.0 feet, of Lot 106, Baird's Creek Estates Second Addition, City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-3876.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 6: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Outlot 1, Highland Acres Second Addition, City of Green Bay, Brown County, Wisconsin, excepting therefrom the westerly 20.0 feet.

Tax parcel affected number 21-6668-55-1.

DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 7: Temporary Limited Easement (Grading)

Grantor: Daniel A Schmidt Revocable Trust
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of Lot 4, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.3.

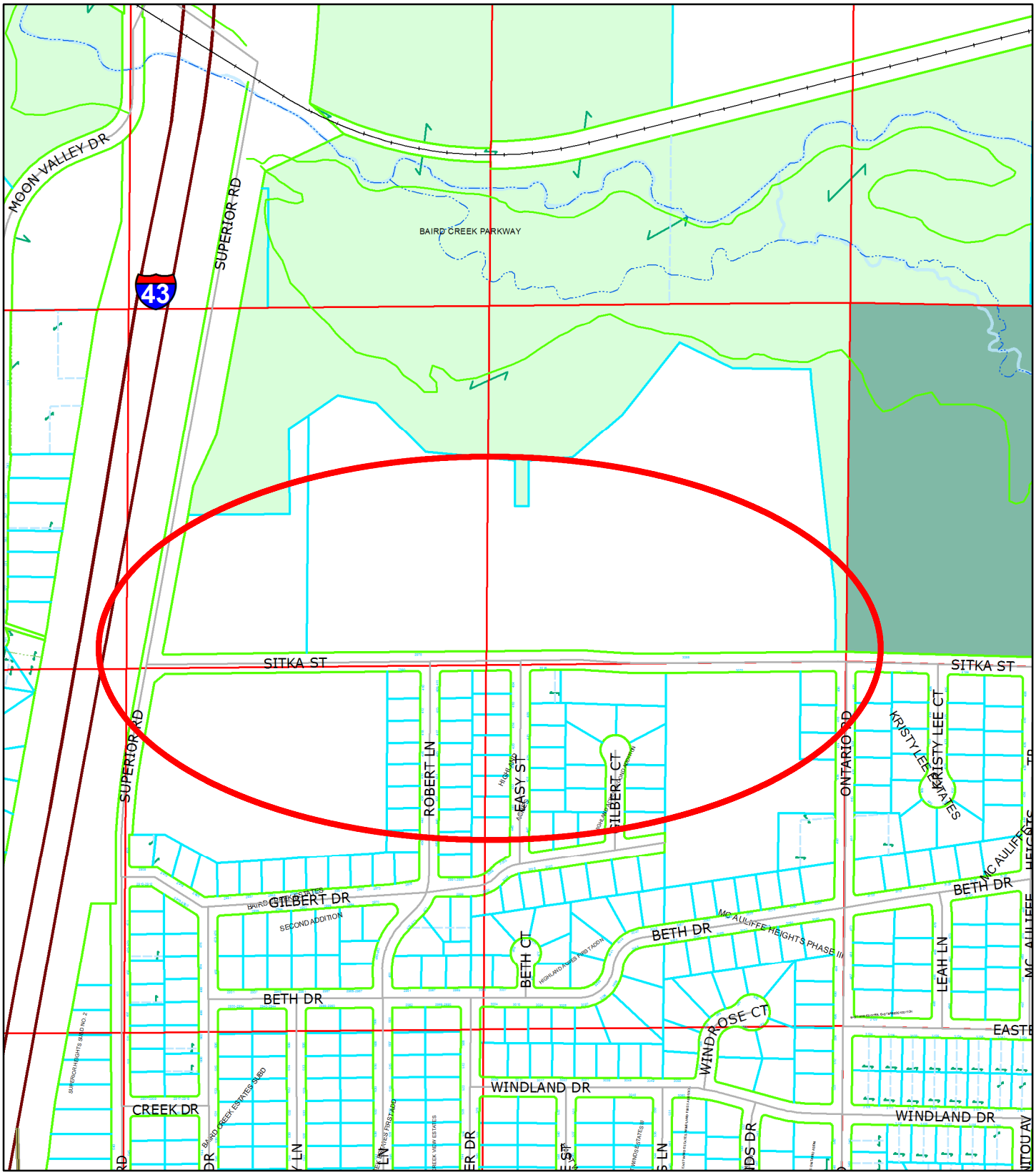
DESCRIPTION OF LANDS AFFECTED BY PLAT OF RIGHT-OF-WAY FOR TEMPORARY LIMITED EASEMENT REQUIRED FOR SITKA STREET FROM SUPERIOR ROAD TO ONTARIO ROAD

Parcel 8: Temporary Limited Easement (Grading)

Grantor: Aaron J. & Melissa H. Steffen
Grantee: City of Green Bay, a Wisconsin Municipal Corporation

The northerly 10.0 feet of the westerly 118 .0 feet of Lot 1, Brown County Certified Survey Map Number 8549 as filed in Volume 60 of Certified Survey Maps Page 218 (being part of the Northeast ¼ of the Southeast ¼, Section 3, Township 23 North, Range 21 East), City of Green Bay, Brown County, Wisconsin.

Tax parcel affected number 21-68.5.



(ROW 18-01) Consideration with possible action on the request to approve a Plat of Right-of-Way and Map Amendment for Sitka Street and Superior Road

0 140 280 560 Feet

N

Subject Area

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 7.24.18
24 Jul 2018 X:\Planning\Basemaps\template_8.5x11.mxd

A CHARTER ORDINANCE
ESTABLISHING TERM LIMITS
FOR THE OFFICE OF MAYOR, ALDERMAN AND MUNICIPAL JUDGE

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

SECTION 1. This is a charter ordinance enacted pursuant to §66.0101 Wis. Stats.

SECTION 2. Term limits for the office of Mayor, Alderman and Municipal Judge shall be as follows:

(1) Mayor. No person shall be elected to consecutive terms totaling more than twelve (12) years in the mayoral position.

(2) Alderman. No person shall be elected to consecutive terms totaling more than twelve (12) years in the aldermanic position.

(3) Municipal Judge. No person shall be elected to consecutive terms totaling more than twelve (12) years in the position of municipal judge.

SECTION 3. These provisions shall only apply to terms of office beginning on or after April 21, 2019.

SECTION 4. This is a charter ordinance and shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

KKJ

8/21/18

MISCELLANEOUS ORDINANCE NO. 3-18

**AN ORDINANCE
AUTHORIZING SALARY INCREASES
FOR THE MAYOR EFFECTIVE
APRIL 16, 2019; APRIL 21, 2020;
APRIL 20, 2021; AND APRIL 19, 2022**

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

SECTION 1. Effective April 16, 2019, the yearly salary of the Mayor shall increase by $4,794.34.

SECTION 2. Effective April 21, 2020, the yearly salary of the Mayor shall increase by $4,890.23.

SECTION 3. Effective April 20, 2021, the yearly salary of the Mayor shall increase by $4,988.03.

SECTION 4. Effective April 19, 2022, the yearly salary of the Mayor shall increase by $5,087.79.

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

SECTION 6. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

KKJ

8/21/18