



AGENDA OF THE COMMON COUNCIL

**MONDAY, APRIL 15, 2019, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**
 - I. Approval of the minutes of the April 1, 2019.
- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Awards and Recognitions**
 - I. Presentation of Gavel to Mayor Eric Genrich
- I. Ordinances - Second Reading for Adoption.**
 - 1. General Ordinance 12-19
An ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.
 - 2. General Ordinance 13-19
An ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.
- J. Report of the Redevelopment Authority (April 9, 2019).**

- I. To approve a request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

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

K. Resolutions.

1. Resolution authorizing conditional-use approval at 430 South Clay Street for a shelter facility.
2. Resolution drawing final orders to contractors for April 15, 2019.
3. Resolution approving the sale, transfer, or conveyance of property subject to a continuing guaranty pursuant to Development Agreement 17-02: Rail Yard: North (Building R).
4. Resolution approving the sale, transfer, or conveyance of property subject to a continuing guaranty pursuant to Development Agreement 17-02: Rail Yard: North (Condos).
5. Resolution approving the sale, transfer, or conveyance of property subject to a continuing guaranty pursuant to Development Agreement 17-02: Rail Yard: North (TWG).

L. Report of the Park Committee (April 10, 2019).

1. To approve the Design, Construction & Dedication agreement with the Friends of Bay Beach for the construction of a temporary gravel parking lot at Bay Beach Amusement Park.
2. To approve the request by the Rotary Club of Green Bay to install a memorial for the recipients of the Free Enterprise Award, just south of Admiral Flatly Park, along the Fox River Trail.

M. Report of the Personnel Committee (April 9, 2019).

1. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Electrician - Public Works
 - b. Assistant City Attorney - Law
 - c. Forestry Worker I - Parks, Recreation & Forestry
 - d. Engineering Technician (2) - Public Works
2. To approve request to reorganize Police Department's front desk positions.

N. Report of the Improvement & Services Committee (April 10, 2019).

1. To approve request by Ald. Wery to consider moving spring bulk pick-up from second week of March to the fourth week of March in future years.
2. To approve request by Ald. Corpus-Dax to consider Alpine Drive for future road improvement project.
3. To approve the Department of Public Works Capital Improvement Program for 2019.

4. To approve McMahon Contract Amendment No. 7 for 2019 storm water facility vegetation maintenance in the amount of \$14,680.
5. To approve NES Ecological Services – A Division of Robert E. Lee & Associates, Contract Amendment No. 6 for 2019 storm water facility maintenance in the amount of \$49,050.
6. To approve the report of the Purchasing Manager to purchase a Trailer Mounted Dewatering Pump for the Sanitary Sewer Department to United Rental for \$30,725.
7. To approve the award of the following contracts:

A. PARKS PROJECT 1-19 (RED SMITH PARK SHELTER) to the low responsive bidder, MJl Building Services, LLC, in the amount of \$318,000.00.

B. PARKS PROJECT 2-19 (EAST RIVER OPTIMIST PARK) to the low responsive bidder, Peters Concrete, Inc., in the amount of \$348,964.40.

8. To conditionally approve the applications for a Concrete Sidewalk Builder's License for Items 8. C and D contingent upon a positive review of references, and to approve the applications for a Concrete Sidewalk Builder's License for Items 8. A, B, E, F, G, H, I, J, and K.

A. Allied Concrete Construction, Inc.

B. Baeten Concrete LLC

C. Chris Marto Concrete LLC

D. Concrete Cutters, Inc.

E. E & I Concrete Construction

F. Frank O. Zeise Construction Co., Inc.

G. JD Concrete Corporation

H. Loch Construction Co., Inc.

I. RG Hendricks & Sons Construction Co., Inc.

J. S & J Concrete LLC

K. Verheyen Construction LLC

9. To conditionally approve the application for a Tree & Brush Trimmer License for Item 9. A contingent upon a positive review of references, and to approve the applications for Tree & Brush Trimmer Licenses for Items 9. B and C.

A. Brickyard Contracts

B. Bucklin Tree Service LLC

C. Treeo's Tree Service, Inc.

10. To approve applications for Underground Sprinkler System Licenses by the following:

A. Irrigation Doctors LLC

B. The Sprinkler Company

O. Report of the Protection & Policy Committee (April 8, 2019).

- I. To approve an appeal by Luke Froeba regarding the denial of his operator's license.

2. To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their outdoor premise to include their rear parking lot April 20 from 11 a.m. until 6 p.m. for a benefit, subject to complaint.
3. To approve an application for a Class "B" Beverage and "Class C" Wine license for El Dorado LLC at 923 W. Mason, contingent upon the approval of the proper authorities.
4. To approve a request by Sardine Can at 128 S. Broadway to temporarily extend their licensed premise to their parking lot for special events June 19, July 10, August 7 and August 24, subject to complaint and with the condition that the license holder work with the Police Department on appropriate security, fencing, and outdoor bathrooms.
5. To hold a request by Ald. Brunette, which reads: "For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status. My overarching concern is for the City and the Oneida Nation-in goodwill- to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment."
6. To refer to staff a request by Ald. Dorff, which reads: "I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan. I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan. Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy," previously held from the March 25 Protection & Policy Committee meeting.
7. To approve an application for the 2019-2020 liquor license season for a Class "A" Beer and "Class A" liquor (cider only) for Van Zeeland Oil Co. Inc. at 601 N. Military Ave. with a licensed premise as "convenience store/gas station one store building 40' x 60'. (currently licensed as a Class "A" Beer and "Class A" liquor license), contingent upon the approval of the proper authorities.
8. To receive and place on file a request by Ald. Kathy Lefebvre that states: "I request that we look at street assessments for non profits-example Paul's Pantry N. Webster. Their assessment is \$17,000 and I feel this will take away from the vital services they provide. I do believe they should pay something-maybe half."
9. To receive and place on file the Liquor Violation Report from the Police Department for April 8, 2019.

P. Report of the Protection & Policy Committee Granting Operator Licenses.

- I. Report of the Protection & Policy Committee granting Operator Licenses.

Q. Report of the Finance Committee (April 9, 2019).

1. To hold the request by Ald. Wery that all departments submit time spent and resources used by any current or former employee on Mayor Schmitt's private going away (retirement) party until Ald. Wery can be present. All time and resources used are to be billed to Mayor Schmitt. Ald. Wery is requesting the City of Green Bay inquire into whether City resources of any kind will be needed for Schmitt's retirement party, especially if a public fireworks display takes place.
2. To deny signing the Brown County Tax Collection Agreement for December 2019 to February 2020, but to provide additional information on a break even point for the interest rate for the Council meeting.

R. Receive and Place on File.

1. Building Permit Report for March 2019
2. Municipal Court Report for March 2019.

S. Referral of Petitions & Communications.

T. 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.



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # I.I.

General Ordinance 12-19

An ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 12-19 Amending and Creating Sections of Chapter 24 Relating to Fire Prevention Code

GENERAL ORDINANCE NO. 12-19

**AN ORDINANCE
AMENDING AND CREATING SECTIONS OF CHAPTER 24,
GREEN BAY MUNICIPAL CODE,
RELATING TO FIRE PREVENTION CODE**

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

SECTION 1. Section 24.02(4), Green Bay Municipal Code, is hereby amended to read:

(4) Where existing structures have components or systems that fail to comply with the current requirements of this ordinance, such existing conditions shall be brought into compliance with the current code at such time where there is a change of use or occupancy type, ~~a change of ownership~~, an addition is made to such premises, or remodeling of 50% of the value of the structure, not including value of the property, is made over a four-year period.

SECTION 2. Section 24.03(4), Green Bay Municipal Code, is hereby amended to read:

(4) (Amd. GO 36-12) International Fire Code® ~~2009~~ **2015** Edition Adopted. (Rep. & Rec. GO 30-09) **The most current edition and any subsequent editions, as amended from time to time, of the** The International Fire Code® ("IFC") 2009 **2015** Edition is hereby adopted and by reference made part of this Chapter as if fully set forth herein.

(a) The following sections contained within the IFC are hereby revised:

1. Section 101.1 – Insert: City of Green Bay
2. Section 109.~~34~~ – Insert: SPECIFY OFFENSE: civil ordinance violation
AMOUNT: ~~\$500.00~~ **1000.00** plus costs
NUMBER OF DAYS: the number of days allowed by law
3. Section 111.4 – Insert: AMOUNT (1): ~~\$500.00~~ **250.00** plus costs
AMOUNT (2): \$1000.00 plus costs

(b) The geographic limits referred to in certain sections of the 2006 **2015** International Fire Code® are hereby established as follows:

1. Section ~~3204.3.1.1~~ **5704.2.9.6.1**: storage of ~~flammable cryogenic fluids in stationary containers~~ **Class I and Class II liquids in above-ground tanks outside of buildings** is governed by **ATCP 93 and** all applicable NFPA standards.

2. Section ~~3404.2.9.5.1~~ **5706.2.4.4**: storage of Class I and Class II liquids in above-ground tanks outside of buildings is governed by **ATCP 93 and** all applicable NFPA standards.

3. Section ~~3406.2.4.4~~ **5806.2**: storage of Class I and Class II liquids in above-ground tanks **flammable cryogenic fluids in stationary containers** is governed by **ATCP 93 and** all applicable NFPA standards.

4. Section ~~3804.2~~ **6104.2**: for the protection of heavily populated or congested areas, storage of liquefied petroleum gas is governed by **ATCP 93 and** all applicable NFPA standards.

~~(5) Where the requirements of the State Code and the express provisions of this chapter conflict, the stricter requirements shall govern.~~

SECTION 3. Section 24.04, Green Bay Municipal Code, is hereby amended to read:

24.04 AUTHORITY. The City of Green Bay Fire Prevention Code shall be enforced by the Chief of the Green Bay **Metro** Fire Department.

SECTION 4. Section 24.06(1), Green Bay Municipal Code, is hereby amended to read:

(1) WHEN TO BE ISSUED. Whenever the Chief finds in any building or upon any premises ~~any of the following~~ dangerous or hazardous conditions or materials which present a clear and present danger due to likelihood of fire or explosion, such materials shall be removed or conditions remedied in a reasonable manner:

- ~~(a) Dangerous or unlawful amounts of combustible or explosive materials.~~
- ~~—— (b) Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive materials.~~
- ~~—— (c) Dangerous or unlawful accumulations of rubbish, waste, paper boxes, shavings, or other flammable materials.~~
- ~~—— (d) Accumulations of dust or waste material in air conditioning or ventilation system or of grease in kitchen or other exhaust ducts.~~
- ~~—— (e) Obstructions of fire escapes, stairs, passageways, doors, or windows which are liable to interfere with the operations of the Fire Department or egress of occupants in case of fire.~~

SECTION 5. Section 24.06(2)(a), Green Bay Municipal Code, is hereby amended to read:

(a) The service of written orders for the correction of violations of this chapter shall be made upon the owner, occupant, or other person responsible for the conditions, either by delivering a copy of same to any person in charge of the premises or by mailing such orders to the owner or other responsible person. ~~This subsection shall not preclude the Chief from issuing orders orally or in such other manner as deemed appropriate under the circumstances.~~

SECTION 6. Section 24.06(2)(d), Green Bay Municipal Code, is hereby amended to read:

(d) (Amd. GO 30-09) The owner of any occupancy identified with a fire code violation will typically have 14 days to correct the deficiencies. Violations that present a significant threat to life, as identified in the International Fire Code ® 2006 Edition, must be corrected immediately. The timeframe to correct deficiencies will be identified on the inspection report or through correspondence from the Fire Marshal's office. Any fire code violation not corrected within the specified time allotment will be warned again, and seven days will be given to correct non-Life Safety Code violations. A third warning for the same uncorrected violation will result in a citation being issued by the Fire Chief or designee.

SECTION 7. Section 24.07, Green Bay Municipal Code, is hereby amended to read:

24.07 DEFINITIONS. **All terms used in this section shall have the meaning as defined in Section 202 of the 2015 International Fire Code, as amended from time to time.**

~~(1) The term "approved", as used in this chapter, means approval granted by the Fire Chief or the highest-ranking officer of the Fire Prevention Division under the regulations of this chapter.~~

~~———— (2) The term "authority having jurisdiction", as used in Wisconsin Administrative Code or IFC Codes or Standards adopted herein, means the City of Green Bay, the Fire Department, the Fire Chief, or the highest ranking officer of the Fire Marshall's office.~~

~~———— (3) (Amd. GO 30-09) MARSHAL. Fire Marshal's, a section of the Green Bay Fire Department, which is responsible for fire prevention duties including, but not limited to, code enforcement, conduct of fire inspections, public information work, fire investigation, and other activity which may have as its purpose the prevention of fire and the reduction of life and property losses from fire.~~

SECTION 8. Section 24.08(1), Green Bay Municipal Code, is hereby amended to read:

(1) Fees for Re-inspection. Any person who shall fail or neglect to comply with any lawful order of the Fire Chief or his/her designee issued pursuant to the provisions of this Chapter may be assessed \$30~~50~~ per inspection for compliance inspections in excess of two. Re-inspection fees that are not timely paid shall be entered on the tax roll as a special charge against said lot or parcel of land pursuant to the provisions of Sec. 66.0627, Wis. Stats., for collection and settlement under Ch. 74, Wis. Stats.

SECTION 9. Section 24.09, Green Bay Municipal Code, is hereby created to read:

24.09. RECREATIONAL FIRES, COOKING FIRES AND FIRE PITS.
Recreational fires, barbeque pits, portable fire pits, and portable outdoor fireplaces are permitted on properties zoned residential and occupied by a single- or two-family residence under the following conditions:

1. **Recreational in-ground fire pits shall be at least twenty five (25) feet from any type of a building or structure, combustible material of any form, or property line.**
2. **Recreational fires, barbecue pits, and outdoor fireplaces shall be contained in an area not to exceed three (3) feet wide by three (3) feet long, or a circle larger than three (3) feet in diameter. The flames of the fire shall be no higher than three (3) feet.**
3. **All residential recreational fires and barbecue pits, excluding portable fire pits and outdoor fireplaces as defined, shall be dug into the ground at least six (6) but not more than twelve (12) inches and surrounded on the outside, above ground level, by a non-combustible material extending at least six (6) inches above grade.**
4. **Portable listed and rated fire pits shall be used in accordance with the manufacturer's recommendations and shall be placed on a non-combustible surface that is at least one and a half (1.5) times larger than the size of the portable fire pit. In the absence of manufacturer's recommendations, portable fire pits shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**
5. **Any propane or natural gas fire tables must follow all manufactures specifications. In the absence of manufacturer's recommendations, fire tables shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**

6. All portable fire pits and fire tables must be listed and rated devices. Homemade devices and converted grills are prohibited.
7. Only clean dry wood can be burned. The burning of garbage, trash, refuse, treated wood, painted/varnished wood, plastic, rubber, construction lumber, and flammable liquids, and/or combustible liquids in any form is prohibited. Burning of leaves, yard waste, or brush is prohibited.
8. Burning is prohibited when the wind is in excess of 10 mph as determined by the National Weather Service (<https://www.weather.gov>) or Weather Underground (<https://www.wunderground.com/>).
9. Fire extinguishing equipment shall be readily available as may be necessary for the total control of the fire. Examples include but are not limited to a bucket of water, garden hose, or fire extinguisher.
10. Burning must be attended at all times by a person at least eighteen (18) years of age until the fire has been extinguished.
11. Burning shall not create smoke that causes a public nuisance or a visibility hazard to any form of transportation. Any recreational fire pit shall be extinguished at the request of Fire Department Personnel.
12. When weather conditions warrant, the Fire Chief, may declare a burning ban.

SECTION 10. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 11. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk
KKJ
4/1/2019



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # I.2.

General Ordinance 13-19

An ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 13-19 Creating 27.405 Relating to Possession of Tobacco and Vapor Products by Minors Prohibited

GENERAL ORDINANCE NO. 13-19

**AN ORDINANCE
CREATING SECTION 27.405,
GREEN BAY MUNICIPAL CODE,
RELATING TO POSSESSION OF TOBACCO AND VAPOR
PRODUCTS BY MINORS PROHIBITED**

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

SECTION 1. Section 27.405, Green Bay Municipal Code, is hereby created to read:

27.405. – Possession of Tobacco and Vapor Products by Minors Prohibited.

(1) Definitions.

- a. *Minor.* An individual who is less than eighteen (18) years of age.
- b. *Person who sells tobacco products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.
- c. *Person who sells vapor products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.
- d. *Possession of a tobacco product or vapor product.* Actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.
- e. *Public place.* A public street, sidewalk, or park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.
- f. *Tobacco product.* A product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.

- g. *Use a tobacco product or vapor product.* To smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.
- h. *Vapor product.* Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(2) *Prohibition.* A minor shall not do any of the following:

- a. Purchase or attempt to purchase a tobacco product or vapor product.
- b. Possess or attempt to possess a tobacco product or vapor product.
- c. Use a tobacco product or vapor product in a public place.
- d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

(3) *Exemptions.* Subsection (2) shall not apply to a minor participating in any of the following:

- a. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
- b. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
- c. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are

conducted with the prior approval of the state police or a local police agency.

- d. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(4) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.

- a. This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.
- b. Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:
 - i. Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.
 - ii. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the

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 day of Month, Year.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

Date of first reading



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 15, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # J.1.

To approve a request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

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

BACKGROUND

The City and RDA entered into a Development Agreement with DDL Holdings, LLC ("Developer"), in 2017, for redevelopment of the northern portion of the Rail Yard. If the Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Section IV. P. requires the Developer to obtain consent from the RDA, because the transfer will result in a release of a part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank ("Lender"). The Developer is also required to obtain consent from the City.

The Developer is requesting the RDA and City consent to the following transfers:

1. Approximately sixty-hundredths (0.60) of an acre on the western edge of the Property, which includes Building "R" along North Broadway; and
2. Approximately thirty-five hundredths (0.35) of an acre on the eastern edge of the Property, on which the first phase of condominiums will be constructed; and
3. Approximately three and eighty-seven hundredths (3.87) acres on the northern edge of the Property, on which TWG will construct Broadway Lofts @ The Rail Yard (Development Agreement 19-01).

RECOMMENDATION

Approval of the request by DDL Holdings, LLC, to transfer real property, in accordance with Development Agreement 17-02 (Rail Yard: North).

FISCAL IMPACT

The principal amount of limited liability under the Continuing Guaranty (Limited) is two million, five hundred thousand dollars (\$2,500,000.00). According to Section I. B. of the Guaranty, this amount shall be reduced by the principal paid on the Note, including due to net proceeds received by the Lender from the sale of any portion of the Property. The Lender, City, and RDA acknowledge that the sale of these portions of the Property shall reduce the limited liability by:

1. Approximately six hundred thousand dollars (\$600,000.00) for approximately sixty-hundredths (0.60) of an acre on the western edge of the Property, which includes Building "R" along North

- Broadway; and
2. Approximately one hundred and seventy thousand dollars (\$170,000.00) for approximately thirty-five hundredths (0.35) of an acre on the eastern edge of the Property, on which the first phase of condominiums will be constructed, with approximately twenty-two thousand dollars (\$22,000.00) to be funded at closing and the remainder to be funded upon completion of condominium sales; and
 3. Approximately six hundred and fifty thousand dollars (\$650,000.00) for approximately three and eighty-seven hundredths (3.87) acres on the northern edge of the Property, on which TWG will construct Broadway Lofts @ The Rail Yard (Development Agreement 19-01).

ATTACHMENTS

1. 8.3 - Rail Yard - North - 5-1756 - Request for Land Transfer - Buildings RST - 190326
2. 8.3 - Rail Yard - North - 5-1756 - Request for Land Transfer - Condos - 190326
3. 8.3 - Rail Yard - North - 5-1756 - Request for Land Transfer - TWG - 190326
4. 8.3 - Rail Yard - North - 5-1756 - Development Agreement - 171201 - Executed
5. 8.3 - Rail Yard - North - 5-1756 - Continuing Guaranty (Limited) - 171201 - Executed

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the transfer, sale, lease, and conveyance of certain real property (as described below), which is subject to the Development Agreement, by DDL to prospective buyers and/or tenants, whether now or in the future (collectively, “Intended Transfers”). Such Intended Transfers will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell, lease, transfer and otherwise convey all or part of Parcel A and any and all office, commercial and residential space, whether now existing or hereafter constructed, located in the building known as “Building R,” 520 N. Broadway, Green Bay, Wisconsin, as shown on the map attached hereto as **Exhibit A** (“Property”), and as legally described therein.

March 22, 2019

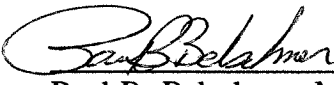
Page 2

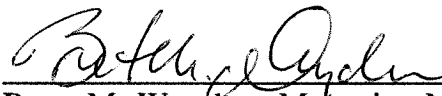
If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

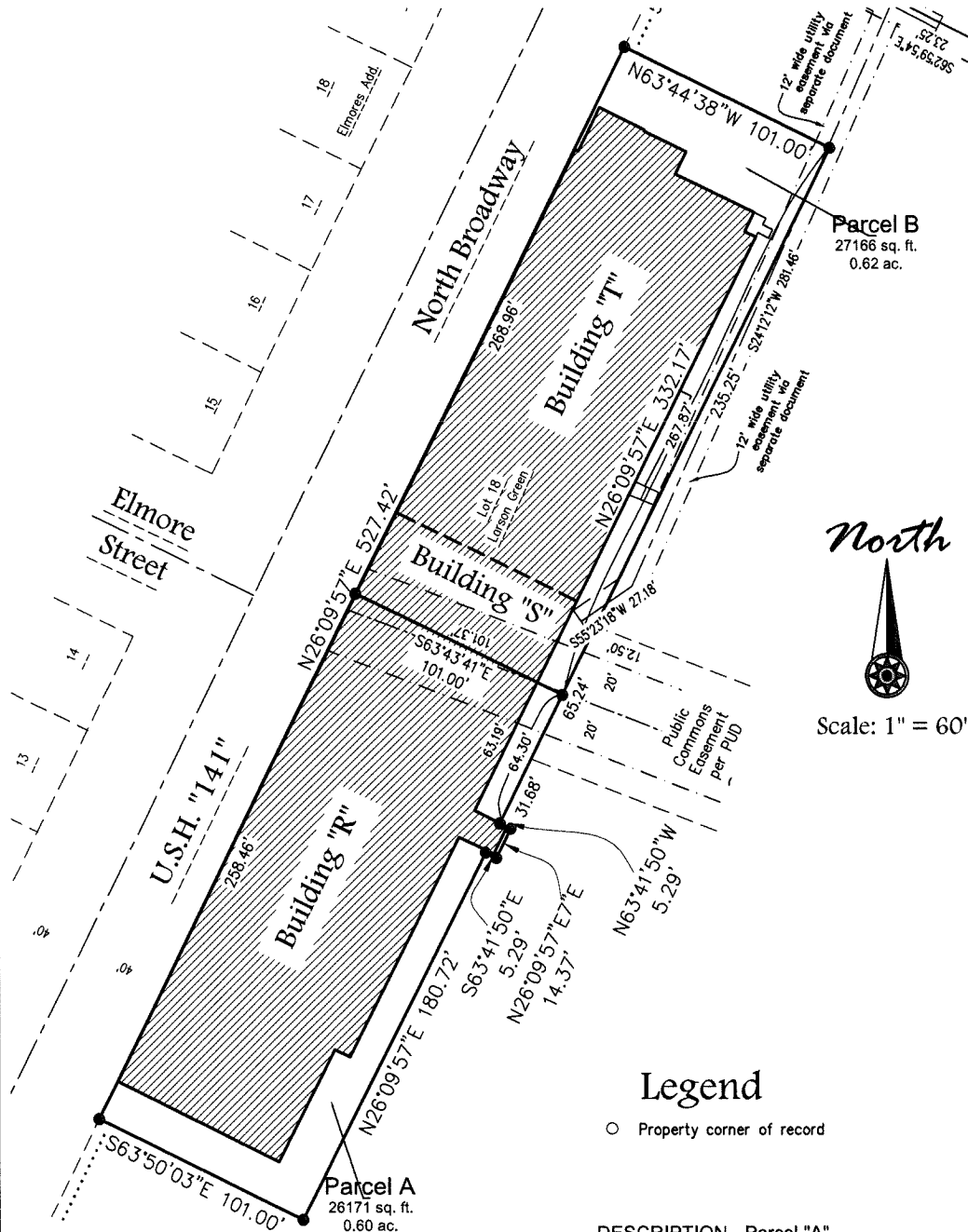
By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

MAP

EXHIBIT "A"



DESCRIPTION - Parcel "A"

The south 258.46' of Lot 18 of the recorded Plat "Larsen Green", (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records), all being located in the City of Green Bay, Brown County, Wisconsin, containing 26,171 s.f. / 0.60 Acres

Client: DDL Holdings, LLC

Tax Parcel: 5-1757

Drafted By: SMB

File: L-2892Exhibit Building R 032519

Data File: L-2892

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One

Project No.: L-2892

Drawing No.: L-10647

Fieldwork Completed: N/A

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the transfer, sale, lease, and conveyance of certain real property (as described below), which is subject to the Development Agreement, by DDL to Railyard Innovation District Townhomes, LLC (“RIDT”), and/or other prospective buyers and/or tenants, whether now or in the future (collectively, “Intended Transfers”). Such Intended Transfers will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell, lease, transfer and otherwise convey any and all condominium units which are part of “The Rail Yard, an Expandable Condominium”, whether now existing or hereafter constructed, as shown and approximately legally described on the Condominium Plat attached hereto as **Exhibit A** (“Property”) to RIDT and/or other prospective buyers and/or tenants, whether now or in the future.

March 22, 2019

Page 2

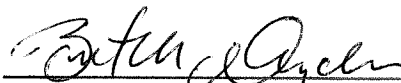
If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

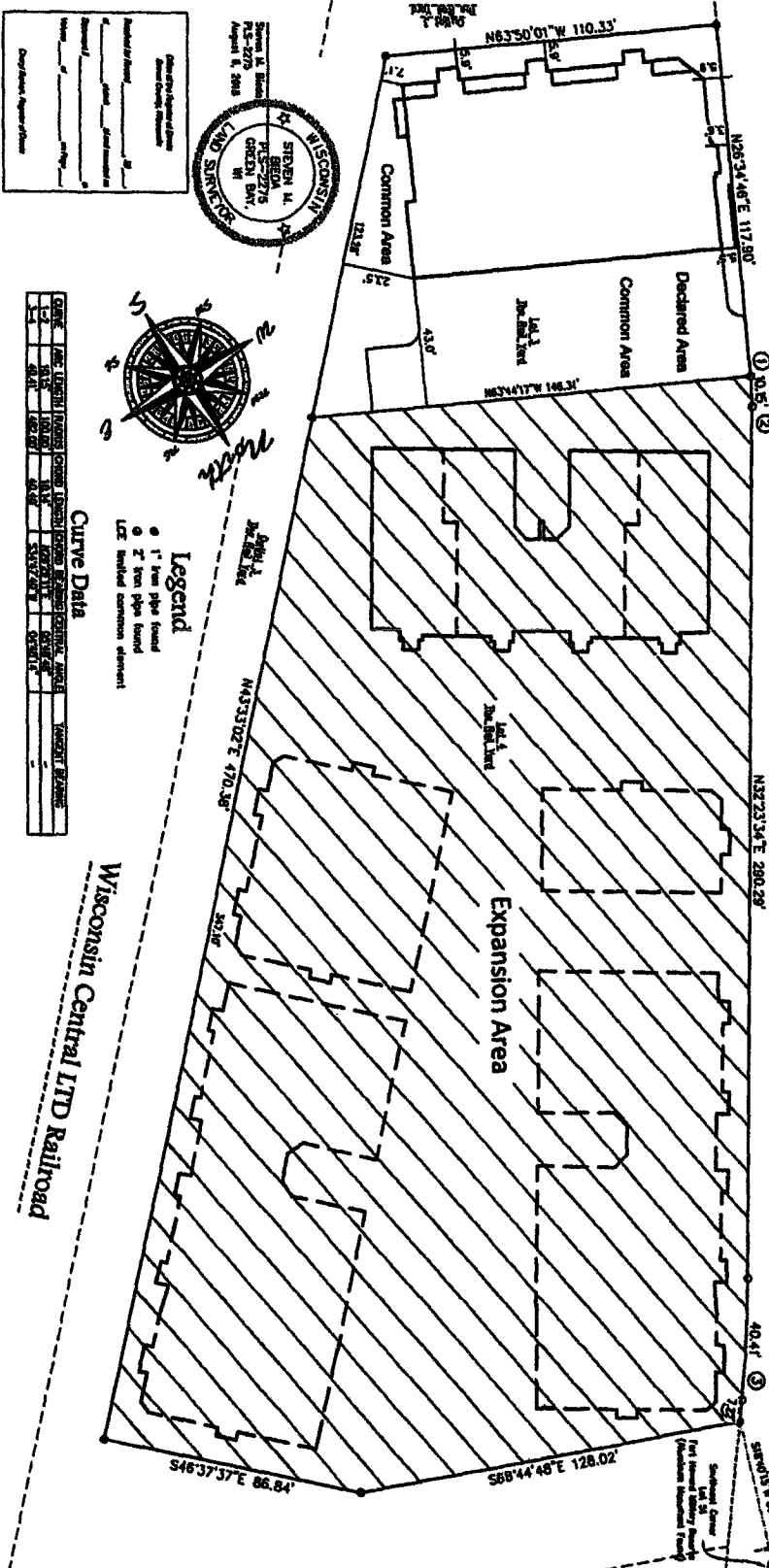
CONDOMINIUM PLAT



The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume X, Plate, Page X, Document No. X, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Grant", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Donald Driver Way



Legend

- 1" iron pipe found
- 2" iron pipe found
- LCF: limited common element

Curve Data

Curve	Length	Radius	Chord	Delta	Area	Volume	Weight
1	10.00	100.00	10.00	90.00	1.57	1.57	1.00
2	20.00	200.00	20.00	90.00	6.28	6.28	1.00
3	30.00	300.00	30.00	90.00	14.14	14.14	1.00
4	40.00	400.00	40.00	90.00	25.13	25.13	1.00
5	50.00	500.00	50.00	90.00	39.27	39.27	1.00
6	60.00	600.00	60.00	90.00	56.52	56.52	1.00
7	70.00	700.00	70.00	90.00	77.94	77.94	1.00
8	80.00	800.00	80.00	90.00	103.67	103.67	1.00
9	90.00	900.00	90.00	90.00	133.72	133.72	1.00
10	100.00	1000.00	100.00	90.00	168.14	168.14	1.00

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 820-434-9670 Website: www.mau-associates.com
 400 Security Blvd, Green Bay, WI 54313

Base Companies

File: L-2892Condo 063016.dwg
 Date Plot: 11-22-2011
 Plotbook: Completed: 1/17/16

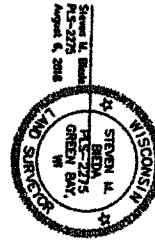
SCALE
1"=30'

DRAWN BY
JRM

PROJECT NO.
L-2892

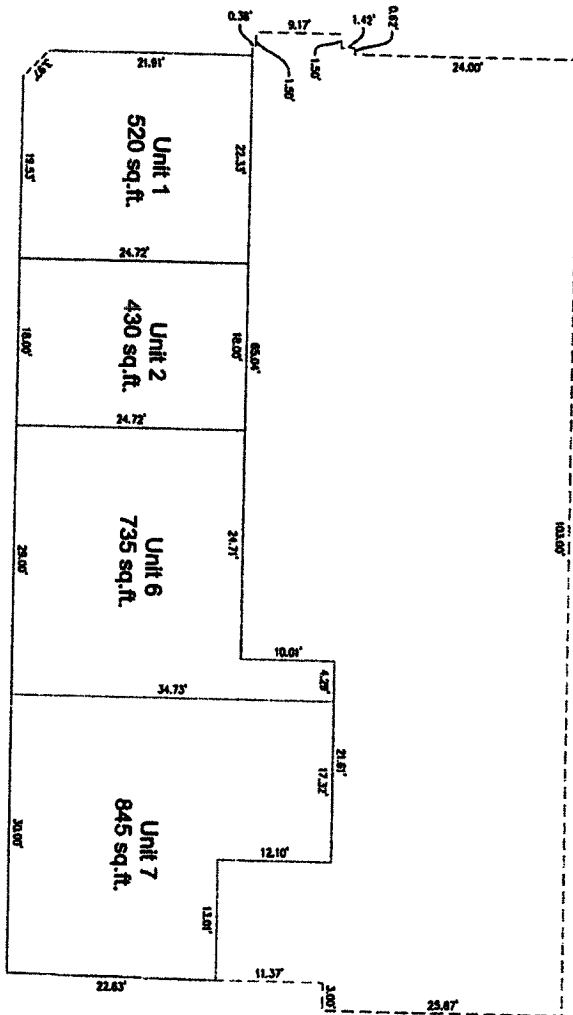
SHEET NO.
1 of 7

DRAWING NO.
X-827



The Rail Yard An Expandable Condominium

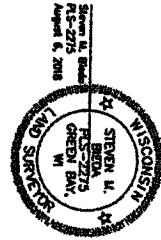
Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Plate, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Lauran Green", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



Lower Floor Plan

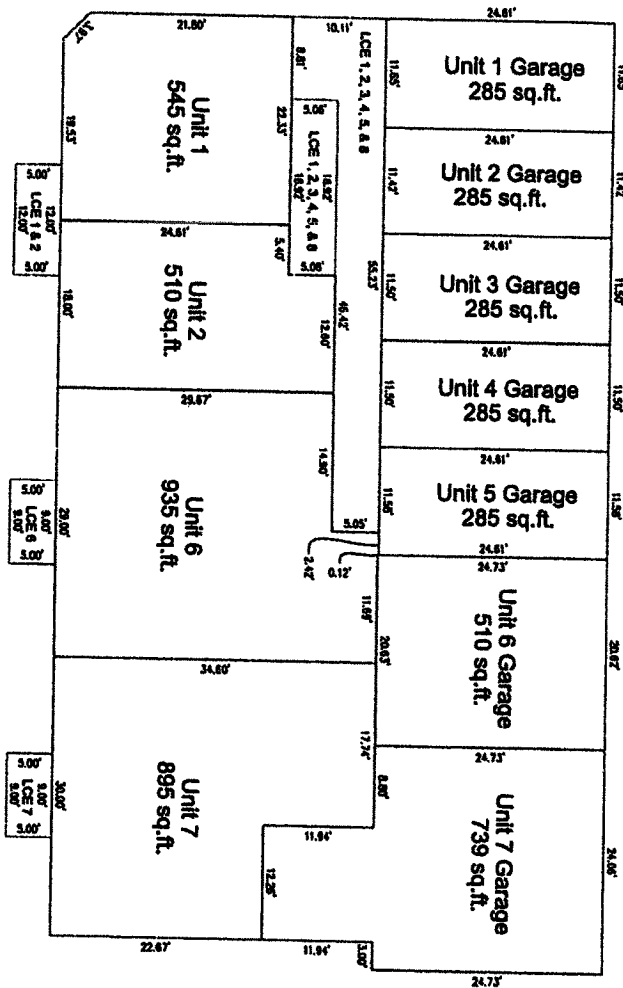


Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-8670 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313		TAX PARCEL NO. TBD Base Companies File: L-2892.Cadda 062018.dwg Date Plt: 10-22-2018 Plotted: Completed: 1/17/19
SCALE 1" = 10'	DRAWN BY ZBH	
PROJECT NO. L-2892	SHEET NO. 2 of 6	
DRAWING NO. X-827		



The Rail Yard An Expandable Condominium

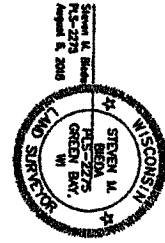
Lots 3 and 4 of the recorded Plat "The Rail Yard" (Volume X, Plate, Page X, Document No. X, Brown County Records), being part of Lot 17 of the recorded plat "Lansan Grant", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



First Floor Plan

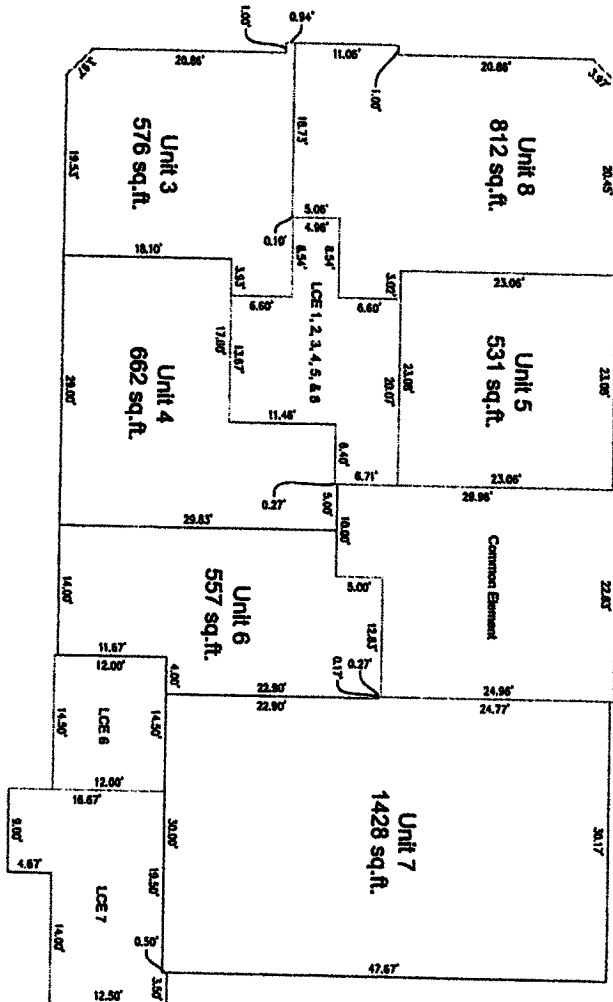


Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9870 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313		TAX PARCEL NO. T80 Base Companies File: L-2892.Cadd 062018.dwg Data File: W-22761.dwg Fieldwork Completed: 1/17/18
SCALE 1"=10' DRAWN BY ZMH	PROJECT NO. L-2892	
SHEET NO. 3 of 6		
DRAWING NO. X-827		



The Rail Yard An Expandable Condominium

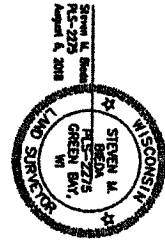
Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Plate x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Plate 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



Second Floor Plan

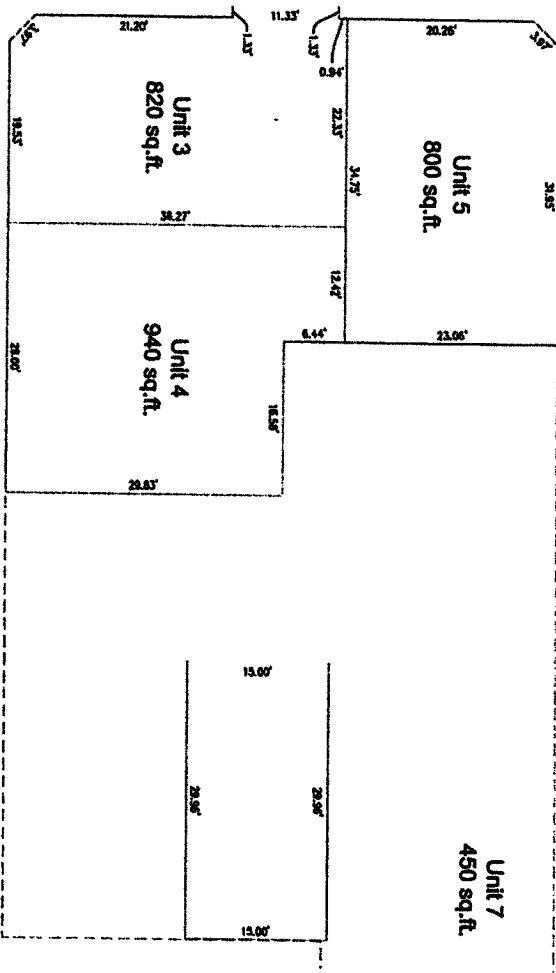


Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9670 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313			TAX PARCEL NO. TBD Base Companies Plot: L-2892.Cadd 8/28/18.dwg Date Plot: 10-22-2018 Fieldwork Completed: 11/17/18
SCALE 1"=10'	DRAWN BY ZMH	PROJECT NO. L-2892	
SHEET NO. 4 of 6		DRAWING NO. X-827	



The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Plate, Page x; Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



Third Floor Plan



Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-8670 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313		TAX PARCEL NO. TBD Base Companies File: L-2892C.mxd 02/20/16.dwg Date Plotted: 10-23-2016 Plotter: HP DesignJet T1100
SCALE 1" = 10'	DRAWN BY JMH	SHEET NO. 5 of 6
PROJECT NO. L-2892	DRAWING NO. X-827	

The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

DEEDS AREA

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 15,000 square feet / 0.35 acres more or less.
Parcel subject to any easements and restrictions of record.

EXPANSION AREA

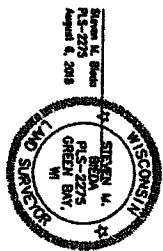
Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 15,000 square feet / 0.35 acres more or less.
Parcel subject to any easements and restrictions of record.

SAMEY'S CERTIFICATE

1. Sharon M. Maas, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the existing boundary lines and the location of the buildings and improvements to be constructed upon the property.

This plat is a correct representation of "The Rail Yard An Expandable Condominium" as proposed at the title block, and the boundaries of the lots and the common elements can be determined from the plat. The undersigned surveyor makes no contribution to the accuracy of the plat, plans of the subdivision buildings and units contained in the plat and the appropriate description and their areas hereon.



CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay as required by Municipal Statistics Chapter 234 and the City of Green Bay Landlord Code Chapter 14, Subsection and Meeting, on this _____ day of _____, 20____.

Sharon Maas
Director of Economic Development

CERTIFICATE OF THE BROWN COUNTY PLAT COMMISSIONER

There are no objections to this condominium plat with respect to Sec. 203.115 Wis. Stat., and it is hereby approved for the Brown County Plat Commission.

Sharon Maas
Brown County Property Tax

NOTES

- 1) Building plans provided by client and do not represent as built conditions.
- 2) Grade, utility, drive & walk are limited common elements to the apartment unit.
- 3) All areas within the condominium and outside the unit's and expansion limits, except those areas designated as limited common elements, are common elements.
- 4) The developer/owner retains the right to vary the number and definition of buildings and units in the expansion limits.
- 5) The expansion area is required to go through the condominium plat process of the City of Green Bay.
- 6) The condominium is expandable to a maximum of 50 units.

TAX PARCEL NO. TBD

Base Companies

File: L-2892Condo 062016.dwg
Date Plot: 10-22-2016
Fieldwork Completed: 1/17/16

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9870 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

SCALE
1"=10'

DRAWN BY
ZBH

PROJECT NO.
L-2892

SHEET NO.
6 of 6

DRAWING NO.
X-827

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the sale of certain real property (as described below), which is subject to the Development Agreement, by DDL to TWG Development, LLC (“TWG”) (“Intended Transfer”). Such Intended Transfer will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell approximately three and eighty-seven hundredths (3.87) acres of the northernmost portion of Brown County Tax Parcel No. 5-1756 (the “Property”) to TWG. A proposed Certified Survey Map of the Property is attached hereto as **Exhibit A** and a proposed legal description of the Property is attached hereto as **Exhibit B**.

March 22, 2019

Page 2

If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

PROPOSED CERTIFIED SURVEY MAP

Exhibit A

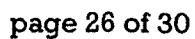


EXHIBIT B

PROPOSED LEGAL DESCRIPTION

EXHIBIT B
Legal Description

TWG Future Lot 6 "The Rail Yard" Legal Description

Part of the Fort Howard Military Reserve, now known as the Railroad Grant and part of Lot 17 of the recorded Plat "Larsen Green", (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) being located in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Lot 51, Fort Howard Military Reserve; thence S64°03'54"E, 1,816.51 feet along the South line of said Lot 51 to the Southeast corner of said Lot 51; thence S25°33'03"W, 3443.63 feet to the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) and the point of beginning; thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along the Westerly line of said Lot 17 being the arc of a 245.00 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 0.49 feet; thence N57°36'30"W, 282.14 feet; thence S39°25'52"W, 19.84 feet; thence 6.51 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears N35°57'07"W, 6.43 feet; thence N50°29'40"W, 139.94 feet; thence 30.08 feet along the arc of a 130.00 foot radius curve to the left whose long chord bears N57°07'20"W, 30.01 feet; thence N63°45'00"W, 349.92 feet; thence 21.58 feet along the arc of a 13.75 foot radius curve to the right whose long chord bears N18°47'32"W, 19.43 feet; thence N26°09'57"E, 62.81 feet along the West line of said Lot 17 and the East right of way of "North Broadway", also known as U.S.H. "141" to the point of beginning.

Parcel contains 168,732 square feet / 3.87 acres more or less.
Parcel subject to easements and restrictions of record.



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 17-02

RAILYARD: NORTH

This Development Agreement is made this 1 day of DECEMBER, 2017,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and DDL HOLDINGS, 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
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer shall purchase the Property from the RDA for two million six hundred thousand dollars (\$2,600,000.00).
- D. Developer desires to create a high-quality, high-density, mixed-use development on the Property. At present, Developer intends to complete a project that involves the following components (the "Project"):
1. Rehabilitate "Building R", the vacant, historical three (3)-story warehouse of approximately fifty-seven thousand six hundred (57,600) square feet into office and commercial space;
 2. Rehabilitate "Building T", the vacant, historical three (3)-story warehouse of approximately forty-three thousand two hundred (43,200) square feet into office, commercial, and/or residential space;
 3. Construct twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line; and
 4. Construct all Public Improvements (as defined below) necessary to service the foregoing buildings and improvements.

The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer shall construct an additional twenty (20) owner-occupied residential units on the Property prior to January 1, 2026 as part of a Future Project.

- E. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00, because it is owned by the RDA, which is exempt from real estate taxes. For the purposes of this Agreement, the Base Value of the Property shall be three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which based on the assessed tax rates in effect as of January 1, 2016, the Property would have yielded approximately:
 - 1. \$89,847.55 in total real estate taxes annually (assessed mill rate of \$22.49);
 - 2. \$75,776.40 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 \$22.32); and
 - 3. \$35,355.75 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be sixteen million, seventy-two thousand dollars (\$16,072,000.00) which is anticipated to yield approximately:
 - 1. \$361,459.28 in total real estate taxes annually (assessed mill rate of \$22.49);
 - 2. \$358,727.04 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 \$22.32); and
 - 3. \$142,237.20 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.
- G. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project.
- H. 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; construction of building foundations; underground parking; parking lot construction; storm water management facilities; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- I. 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.
- J. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, 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 three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means DDL HOLDINGS, LLC, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in an increase of the aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million Dollars (\$16,000,000.00) for the Project (as defined in this Agreement).
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements, 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 No. Fourteen (14) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033.
- 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 composed of the following:
- I. Project Grant. The City shall provide to Developer two million, one hundred thousand dollars (\$2,100,000.00) of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project.
- a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

- b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C.
 - c) In order for the City to cover the costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:
 - (I) Eight million dollars (\$8,000,000.00) by January 1, 2020;
 - (II) Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, 2021;
 - (III) Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, 2022;
 - (IV) Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, 2023; and
 - (V) Sixteen million dollars (\$16,000,000.00) by January 1, 2024, and for each January 1 through termination of the TID.
2. Future Project Grants. The City will provide additional TIF Incentives as Future Project Grants to Developer in an amount equal to one hundred thousand dollars (\$100,000.00) per each one million dollars (\$1,000,000.00) of guaranteed aggregate assessed value for each Future Project, upon Developer, or any of its successors-in-interest of any part of the Property, fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement for each such Future Project.
- a) Each Future Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.
 - b) The City shall provide Developer a schedule of the annual costs of debt service associated with each Future Project Grant, which shall be herein attached as an additional EXHIBIT.
 - c) In order for the City to cover the costs of debt service associated with each Future Project Grant, The Developer guarantees that each Future Project shall have a minimum aggregate assessed value of no less than one million dollars (\$1,000,000.00) per each one hundred thousand dollars (\$100,000.00) of Future Project Grant within eighteen (18) months of each Future Project Grant award, and in no case any later than January 1, 2026.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.M., and environmental remediation and asbestos abatement as required by State and Federal law;

- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; provided, however, that no disbursements pursuant to this Section III.B.3.b. shall be made until substantial completion of the Public Improvements related to the Project in this Section III.B.3.a. are complete; or
 - c) Any other activity specifically approved by the RDA.
- 4. 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 not paid with the two million one hundred thousand dollar (\$2,100,000.00) Project Grant shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the "Incremental Property Value".
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the "Available TIF Increment".
 - d) The City shall first use the Available Tax Increment to cover its annual debt service obligation for each Project Grant. Should the annual debt service payment not consume all of the Available Tax Increment, the City shall pay fifty percent (50%) of the remaining Available Tax Increment to the Developer ("PAYGo Reimbursement").
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the Available Tax 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 Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.
- 5. Additional Incentives. Developer and any third party that desires to purchase and/or develop any part of the Property may pursue additional TIF Incentives from the City and RDA above and beyond those stated in this Agreement, however, the RDA and City do not guarantee any such incentives will be awarded.
- 6. 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 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 total amount of Qualified Expenses incurred 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 Qualified Expenditures, PAYGo Reimbursement payments shall be made within thirty (30) days after Developer has paid in full the real estate taxes and any Special Assessments and Special Charges for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of 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 December 1, 2017, 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. The Concept Plan shall clearly identify:

- I. The location of all future public streets, which shall include, at minimum:
 - a) An extension of Kellogg Street east into the Property; and
 - b) An extension of Bond Street east into the Property; and

- c) An extension of Donald Driver Way into the Property, which shall also intersect with the new extensions of Kellogg and Bond Streets.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

2. The location of twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line.
 3. The location, as determined by Developer, in its sole discretion, of a portion of the Property, no less than one-half (1/2) acre, which shall be accessible to the public from a public street, even if not fronting a public street, and in such manner as agreed to with the RDA, and which shall be reserved for educational and/or recreational purposes related to the former Fort Howard fortification.
- B. Construction Documents. Prior to December 1, 2017, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that 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 reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to December 1, 2017, 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 ten million dollars (\$10,000,000.00) 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 materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and 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. Unless otherwise noted herein, any and all approvals or consents required from the RDA or the City under this Agreement shall be provided to Developer within thirty (30) days from the date of the City's or RDA's receipt of Developer's request for approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed. In the event the RDA or City fail to either approve, deny, or consent within such thirty (30) day period, then Developer's request shall be deemed approved or consented to, as the case may be.

- 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 intends to submit an application to amend the Planned Unit Development ("PUD") currently applicable to the Property to accommodate proposed changes to the PUD. The parties shall cooperate with each other in amending the PUD as the parties deem to be in their mutual best interests in regard to the development of the Property.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2017, 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 the 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 December 1, 2017, 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 reasonable determination of the City and RDA, to complete the Project according to the Plans and Specifications.
- H. Acquisition of Property. By no later than December 1, 2017, 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 Expenditures 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 March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, 2022. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction of the Project, Developer shall from time to time provide to the RDA, upon RDA's request, information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and 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, financial statements for Developer.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer of Sale of Project Property.
 - I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Developer shall provide to the RDA a written request for RDA's approval of the transfer twenty-one (21) days prior to the anticipated transfer. If such intended sale, transfer, or conveyance is to occur while the City's guaranty on the Property is in effect and will result in a release of any part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank, the Developer shall also provide to the City a written request for the City's approval of the transfer twenty-one (21) days prior to the anticipated transfer. The City and/or RDA may deny the request for any commercially reasonable reason; provided, however, if City or RDA fail to approve or deny the Developer's request within the aforementioned twenty-one (21) day period, then such request shall be deemed approved. Upon receipt of any such approval from the City and/or RDA, the Developer shall have the right to sell, transfer or convey the Property or any part thereof referenced in the Developer's request.

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. Developer shall not be required to provide the City or RDA with written notice of its intent to transfer the Property, or any party thereof, 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 or any approved Future Project.

2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Fourteen (14), 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 Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for Public Improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction of the Project, 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. City and RDA acknowledge that the Developer has provided the City and RDA with copies of all environmental reports pertaining to the Property.
 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 of the Property to Developer.

- S. 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 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.

- 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and

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

T. General Indemnity.

- 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, conditioned or delayed. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

U. Speculation. This Agreement shall not be used for speculation or speculative purposes.

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 Developer, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the persons 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 material 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 of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing 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 owned by the Developer when and as the same become due. Developer will pay all taxes and assessments levied against the Property owned by the Developer when and as the same become due. Developer acknowledges and agrees that failure of third parties to which the Developer has sold and/or transferred a portion of the Property to pay all taxes and assessments levied against the Property may impact the ability of the City to provide Developer PAYGO Reimbursement.
- 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, to the best of Developer's knowledge, 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 material 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 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; provided, however, with respect to liens for claims to payment that are subject to a bona fide dispute, such liens may be removed by Developer by 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.
- 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. Survival of Certain Provisions. Sections III.D, IV.E, IV.I, IV.K, IV.P.2, IV.Q, IV.R.2, IV.T, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Except as otherwise set forth in this Agreement, 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, conditioned or delayed.
- 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, discovery of artifacts on the Property 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, and except with respect to the discovery of artifacts on the Property as referenced in Section X(S) below, 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: DDL HOLDINGS, LLC
Attention: Paul Belschner and Brent Weycker
340 North Broadway
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.

- 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, in such form as mutually agreed to by the RDA and Developer, 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. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. Except as otherwise set forth in this Agreement, this 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.
- S. Discovery of Artifacts. Any and all artifacts discovered on the property (whether historical, related to the old Fort Howard fortification, or otherwise), shall be the sole property of the City of Green Bay, and Developer shall immediately notify the City of any such artifacts upon discovery. Notwithstanding anything contained in this Agreement to the contrary, in the event Developer, or any third party purchaser or developer of any part of the Property, at any time during the term of this Agreement, discovers any artifacts (whether historical, related to the old Fort Howard fortification or otherwise) through excavation of any part of the Property or otherwise, and such discovery (i) causes a delay or suspension in construction of the Project, (ii) causes a change in the Project or any Concept Plan or Plans and Specifications related thereto then (a) the construction schedule for the Project, including, the deadlines or commencement and/or completion of construction, shall be extended for a period of time commensurate with the period of the delay or suspension, provided however, that Developer understands and agrees that this Agreement and any TIF Incentive shall not exceed the life of the TID and the City and RDA shall be under no obligation to extend the TID (b) the scope of the Project, the concept plans and the plans and specifications may be amended, as determined by Developer or any third party purchaser or developer of any part of the Property, as the case may be, with the written approval of the City and RDA. If the delay or suspension shall exceed ninety (90) days, the Developer, City, and RDA shall mutually determine whether to continue, amend, or terminate this Agreement. In no event shall the minimum aggregate assessed value of the Property be amended or changed as a result of the discovery of artifacts on the Property.

[Signature pages follow]

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.

By: Brent Weycker
Brent Weycker, Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Renee Raddatz - Day
* *Renee Raddatz - Day*
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

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:
DDL HOLDINGS, LLC

By:

Paul Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 1st day of December 2017, the above named Paul Belschner, a member 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.

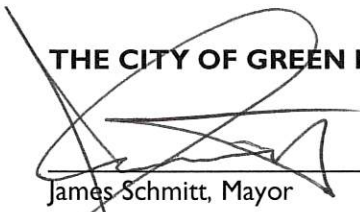


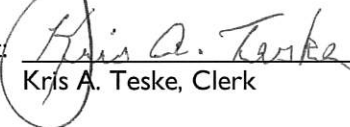
Genee Raddatz - Day
* Renee Raddatz - Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

Signature page 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and DDL HOLDINGS, LLC

THE CITY OF GREEN BAY

By:  _____
James Schmitt, Mayor

Attest:  _____
Kris A. Teske, Clerk

Signature page 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and DDL HOLDINGS, LLC

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

By:  _____
Harry Maier, Chair

Attest:  _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

Tax Parcels 5-1756 and 5-1757

Lots 17 and 18, Larsen Green, in the City of Green Bay,
West side of Fox River, Brown County, Wisconsin.

EXHIBIT B
Preliminary Concept Plan

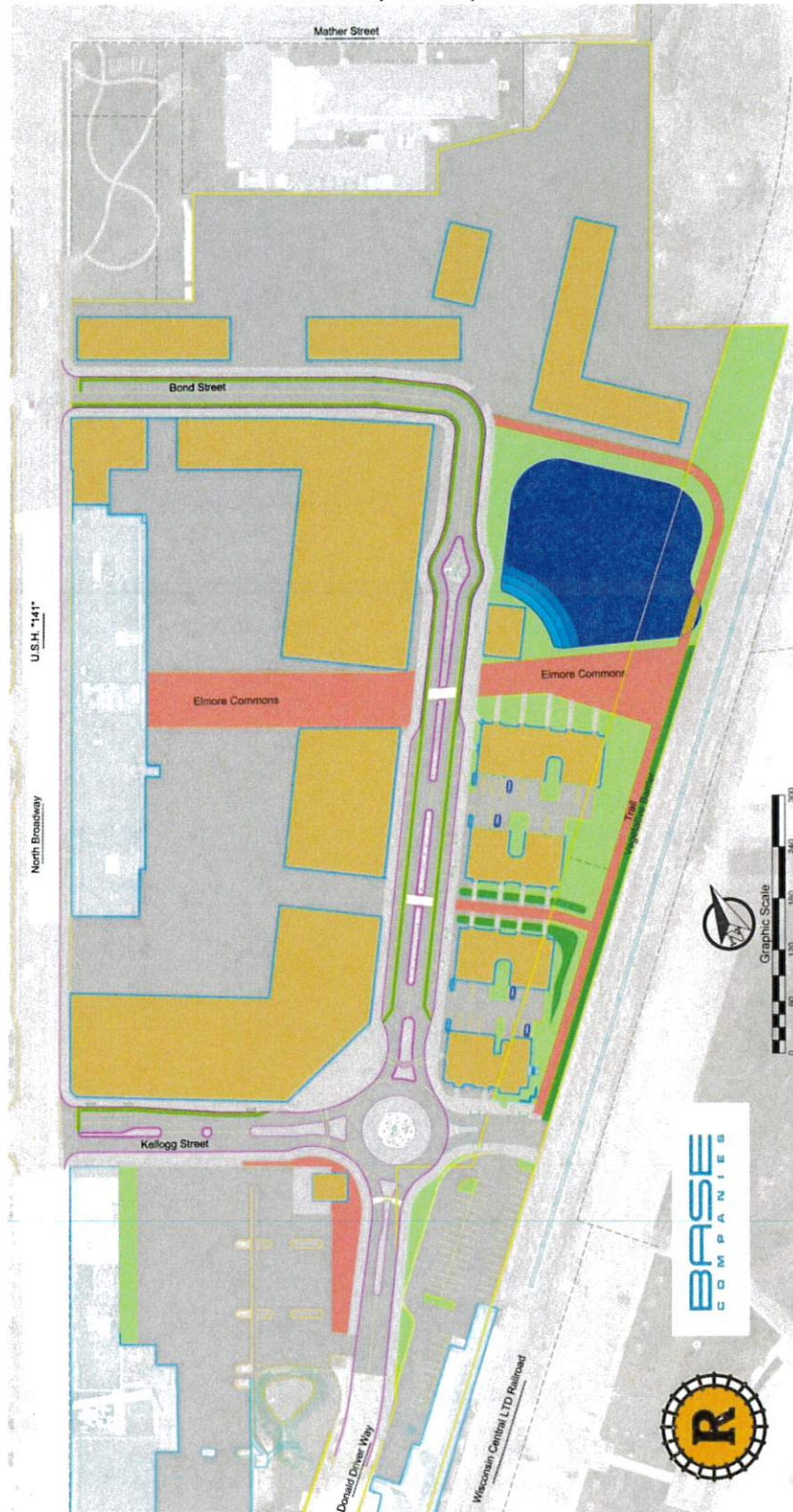


EXHIBIT C
Annual Costs of Debt Service for Project Grant



City of Green Bay
Department of Community and Economic Development

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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
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:

- I. 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]

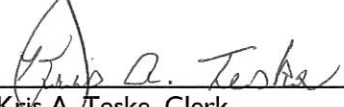
IN WITNESS WHEREOF, the parties have executed and delivered this Guaranty as of the day and year first written above.

**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:

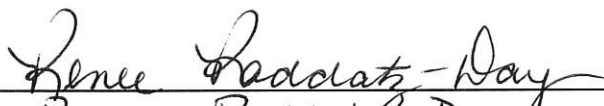

Timothy J. Beno, Exec. Vice President

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.



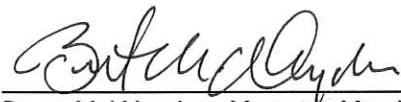

* Renee Raddatz-Day
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

Signature page

THE CITY OF GREEN BAY, HOMETOWN BANK, and DDL HOLDINGS, LLC

**BORROWER:
DDL HOLDINGS, LLC**

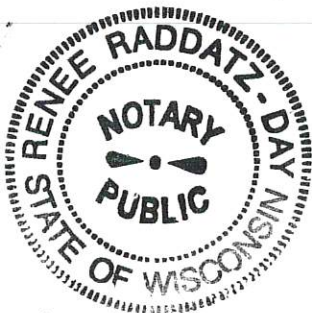
By: 
Paul B. Belschner, Managing Member

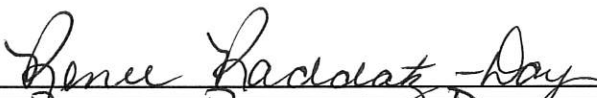
By: 
Brent M. Weycker, Managing Member

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
Notary Public, Brown County, Wisconsin
My Commission Expires 10-11-2019

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 430 SOUTH CLAY STREET FOR A SHELTER FACILITY
(ZP 18-37)**

April 15, 2019

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

That, pursuant to Zoning Petition 18-37 and the recommendation of the Plan Commission on February 25, 2019, the City of Green Bay does authorize a conditional-use permit for an adult daycare within an Office/Residential (OR) District located on the following described property at 430 South Clay Street:

Legal Description: PLAT OF ASTOR LOTS 5 & 6 EX TRIANG PARCEL OF LOT 5 DES IN 670 R 463 BLK 99

Tax Parcel: 14-882

Legal Description: PLAT OF ASTOR N 40 FT OF E 110 FT OF LOT 7 BLK 99

Tax Parcel: 14-876

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

- a. A maximum capacity of 46 individual residents within the shelter facility. Any increase in residents will require Plan Commission and Common Council approval.
- b. If the shelter facility use at 430 South Clay Street is discontinued, the operation is dissolved, or if the Transformation House no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Development Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the shelter facility but, not limited to:
 1. Police calls and other documented safety concerns.
 2. Inadequate facilities.
- d. A mandatory background check for all residents is required. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- e. Conformance with the operating plan submitted by the applicant.

- f. Compliance with all other regulations of the Green Bay Municipal Code.
- g. A site plan be reviewed and approved by the Community Development Review Team (CDRT).
- h. Tax Parcels 14-882 and 14-876 be combined into one parcel.
- i. The facility may conduct activities to serve residents and may occasionally conduct neighborhood outreach events on site but, shall not conduct an ongoing soup kitchen. All references to soup kitchen shall be removed from the operating plan.
- j. The applicant shall submit a safety and security plan that includes exterior recording cameras, landscaping and lighting approved by the Police Department.
- k. The Chief Building Official shall inspect the subject property for compliance with applicable building codes.
- l. The applicant shall submit an onsite parking plan that shows adequate parking for the proposed use.
- m. All conditions shall be met before the conditional use permit is issued by Common Council.
- n. The applicant shall submit a quarterly report on police calls to the Common Council.

Adopted _____

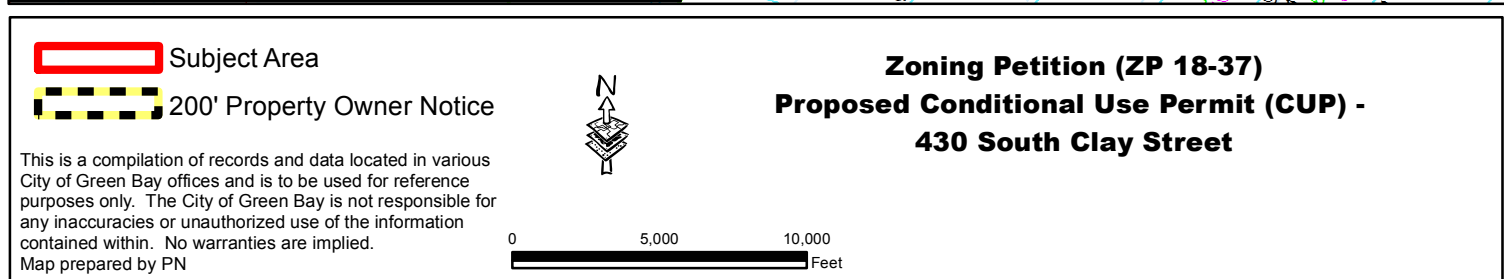
Approved _____

Mayor

Clerk

PN

Attachment – Location Map



FINAL PAYMENTS RESOLUTION

April 16, 2019

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. RAZING BUILDINGS FOR WEBSTER AVE RECONSTRUCTION – GROUP #1
BADGERLAND DEMOLITION & EARTHWORK, INC.**

TOTAL AMOUNT EARNED:	\$ 77,039.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 77,039.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 70,545.10</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 6,493.90</u>

ACCOUNT NUMBERS

407500E-53032-62066: \$6,493.90

PO #1800201

**2. RAZING BUILDINGS FOR WEBSTER AVE RECONSTRUCTION – GROUP #2
BADGERLAND DEMOLITION & EARTHWORK, INC.**

TOTAL AMOUNT EARNED:	\$ 68,258.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 68,258.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 57,530.10</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 10,727.90</u>

ACCOUNT NUMBERS

407500E-53032-62076: \$10,727.90

PO #1800211

**3. RAZING BUILDINGS FOR WEBSTER AVE RECONSTRUCTION – GROUP #3
BADGERLAND DEMOLITION & EARTHWORK, INC.**

TOTAL AMOUNT EARNED:	\$ 78,338.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 78,338.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 65,093.05</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 13,244.95</u>

ACCOUNT NUMBERS

407500E-53032-62086: \$13,244.95

PO #1800229

**4. SEWERS 5-18
VISU-SEWER, INC.**

TOTAL AMOUNT EARNED:	\$ 293,251.50
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 293,251.50
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 276,036.53</u>
AMOUNT DUE THIS ESTIMATE:	\$ 17,214.97

ACCOUNT NUMBERS
403500-55355-63098: \$17,214.97
PO #1800140

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

SEF

**RESOLUTION APPROVING THE SALE, TRANSFER, OR CONVEYANCE OF
PROPERTY SUBJECT TO A CONTINUING GUARANTY PURSUANT TO
DEVELOPMENT AGREEMENT 17-02: RAIL YARD: NORTH**

April 15, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on December 1, 2017, the City of Green Bay ("City") and the Redevelopment Authority of the City of Green Bay ("RDA") entered into Development Agreement 17-02: Rail Yard: North with DDL Holdings, LLC ("DDL") for the acquisition and development of certain real Property; and

WHEREAS, on December 1, 2017, the City, DDL, and Hometown Bank ("Lender") entered into Continuing Guaranty (Limited) Rail Yard: North (hereinafter "Guaranty") in order for the Lender to extend certain credit facilities to DDL for such acquisition and development; and

WHEREAS, Section IV. P. of the Development Agreement requires the RDA to consent to the sale, transfer, or conveyance of any portion of the Property; and

WHEREAS, Section IV. P. of the Development Agreement requires the City to consent to the sale, transfer, or conveyance of any portion of the Property that will result in a release of a part of the Property subject to the Guaranty of Developer's indebtedness owed to the Lender; and

WHEREAS, on March 22, 2019, DDL requested the RDA and City approve the sale, transfer, or conveyance to prospective buyers and/or tenants of approximately sixty-hundredths (0.60) of an acre on the western edge of the Property, which includes Building "R" along North Broadway, as further identified in the attached DDL Holdings, LLC Development Agreement – Notice of Conveyance (hereinafter "the Subject Property"); and

WHEREAS, the City's obligation under the Continuing Guaranty will be reduced by the proceeds of the sale of the Subject Property, which amount is expected to be approximately six hundred thousand dollars (\$600,000.00); and

WHEREAS, on April 9, 2019, the RDA approved the sale, transfer, or conveyance of the Subject Property to prospective buyers and/or tenants.

NOW, THEREFORE, BE IT RESOLVED that the City hereby approves the sale, transfer, or conveyance of the Subject Property to prospective buyers and/or tenants.

Adopted _____

Approved _____

Mayor

Clerk

kjv

Attachments:

1. DDL Holdings, LLC Development Agreement – Notice of Conveyance

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the transfer, sale, lease, and conveyance of certain real property (as described below), which is subject to the Development Agreement, by DDL to prospective buyers and/or tenants, whether now or in the future (collectively, “Intended Transfers”). Such Intended Transfers will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell, lease, transfer and otherwise convey all or part of Parcel A and any and all office, commercial and residential space, whether now existing or hereafter constructed, located in the building known as “Building R,” 520 N. Broadway, Green Bay, Wisconsin, as shown on the map attached hereto as **Exhibit A** (“Property”), and as legally described therein.

March 22, 2019

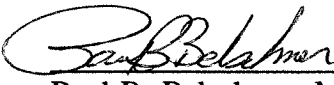
Page 2

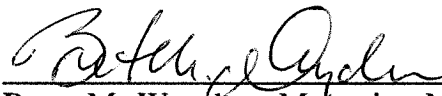
If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

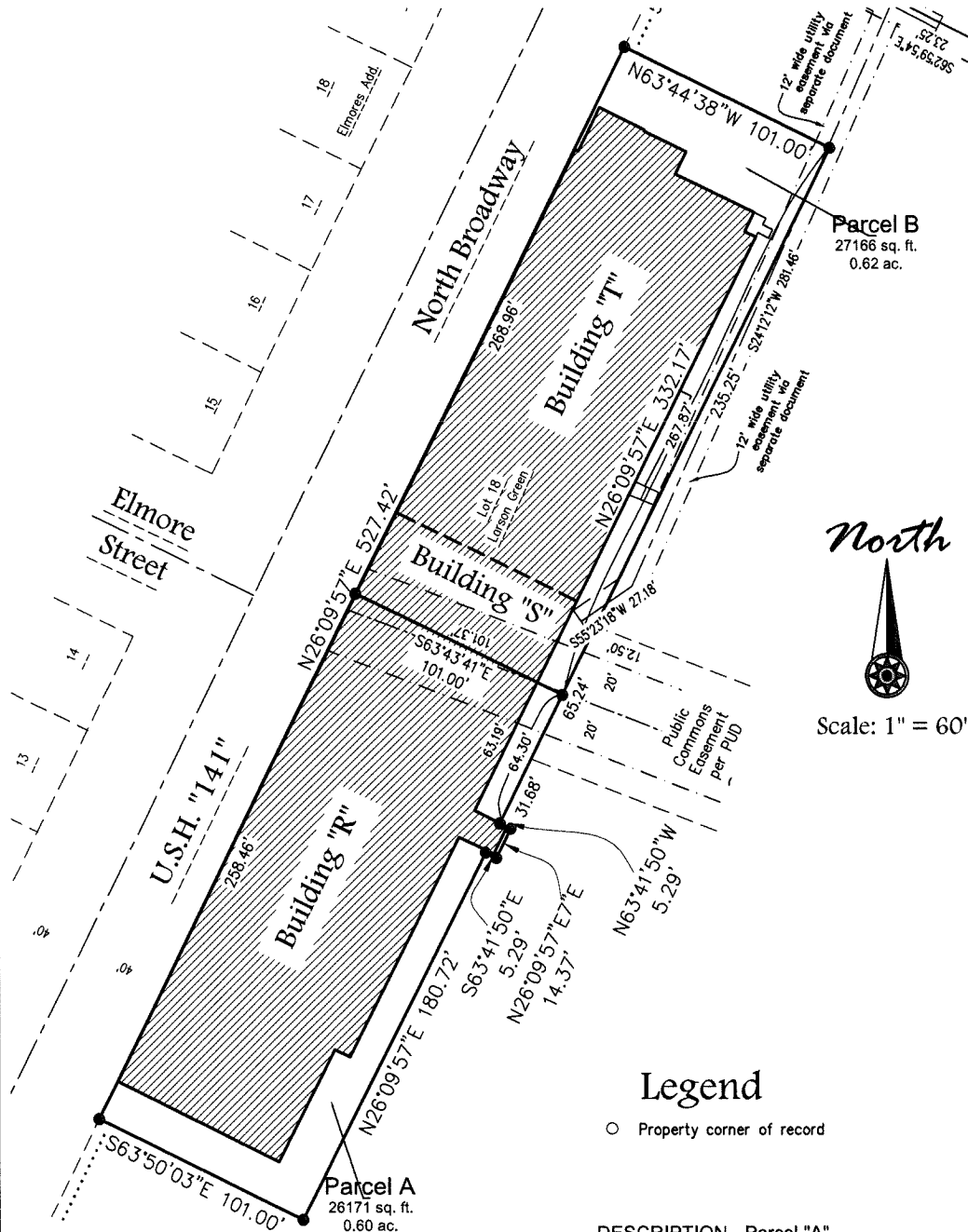
By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

MAP

EXHIBIT "A"



DESCRIPTION - Parcel "A"

The south 258.46' of Lot 18 of the recorded Plat "Larsen Green", (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records), all being located in the City of Green Bay, Brown County, Wisconsin, containing 26,171 s.f. / 0.60 Acres

Client: DDL Holdings, LLC

Tax Parcel: 5-1757

Drafted By: SMB

File: L-2892Exhibit Building R 032519

Data File: L-2892

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One

Project No.: L-2892

Drawing No.: L-10647

Fieldwork Completed: N/A

**RESOLUTION APPROVING THE SALE, TRANSFER, OR CONVEYANCE OF
PROPERTY SUBJECT TO A CONTINUING GUARANTY PURSUANT TO
DEVELOPMENT AGREEMENT 17-02: RAIL YARD: NORTH**

April 15, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on December 1, 2017, the City of Green Bay ("City") and the Redevelopment Authority of the City of Green Bay ("RDA") entered into Development Agreement 17-02: Rail Yard: North with DDL Holdings, LLC ("DDL") for the acquisition and development of certain real Property; and

WHEREAS, on December 1, 2017, the City, DDL, and Hometown Bank ("Lender") entered into Continuing Guaranty (Limited) Rail Yard: North (hereinafter "Guaranty") in order for the Lender to extend certain credit facilities to DDL for such acquisition and development; and

WHEREAS, Section IV. P. of the Development Agreement requires the RDA to consent to the sale, transfer, or conveyance of any portion of the Property; and

WHEREAS, Section IV. P. of the Development Agreement requires the City to consent to the sale, transfer, or conveyance of any portion of the Property that will result in a release of a part of the Property subject to the Guaranty of Developer's indebtedness owed to the Lender; and

WHEREAS, on March 22, 2019, DDL requested the RDA and City approve the sale, transfer, or conveyance to Railyard Innovation District Townhomes, LLC of approximately thirty-five hundredths (0.35) of an acre on the eastern edge of the Property, on which the first phase of condominiums will be constructed, as further identified in the attached DDL Holdings, LLC Development Agreement – Notice of Conveyance (hereinafter "the Subject Property"); and

WHEREAS, the City's obligation under the Continuing Guaranty will be reduced by the proceeds of the sale of the Subject Property, which amount is expected to be approximately one hundred and seventy thousand dollars (\$170,000.00), with approximately twenty-two thousand dollars (\$22,000.00) to be funded at closing and the remainder to be funded upon completion of condominium sales; and

WHEREAS, on April 9, 2019, the RDA approved the sale, transfer, or conveyance of the Subject Property to Railyard Innovation District Townhomes, LLC.

NOW, THEREFORE, BE IT RESOLVED that the City hereby approves the sale, transfer, or conveyance of the Subject Property to Railyard Innovation District Townhomes, LLC.

Adopted _____

Approved _____

Mayor

Clerk

kjv

Attachments:

1. DDL Holdings, LLC Development Agreement – Notice of Conveyance

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the transfer, sale, lease, and conveyance of certain real property (as described below), which is subject to the Development Agreement, by DDL to Railyard Innovation District Townhomes, LLC (“RIDT”), and/or other prospective buyers and/or tenants, whether now or in the future (collectively, “Intended Transfers”). Such Intended Transfers will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell, lease, transfer and otherwise convey any and all condominium units which are part of “The Rail Yard, an Expandable Condominium”, whether now existing or hereafter constructed, as shown and approximately legally described on the Condominium Plat attached hereto as **Exhibit A** (“Property”) to RIDT and/or other prospective buyers and/or tenants, whether now or in the future.

March 22, 2019

Page 2

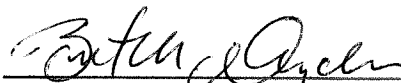
If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

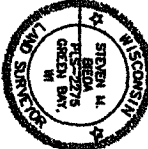
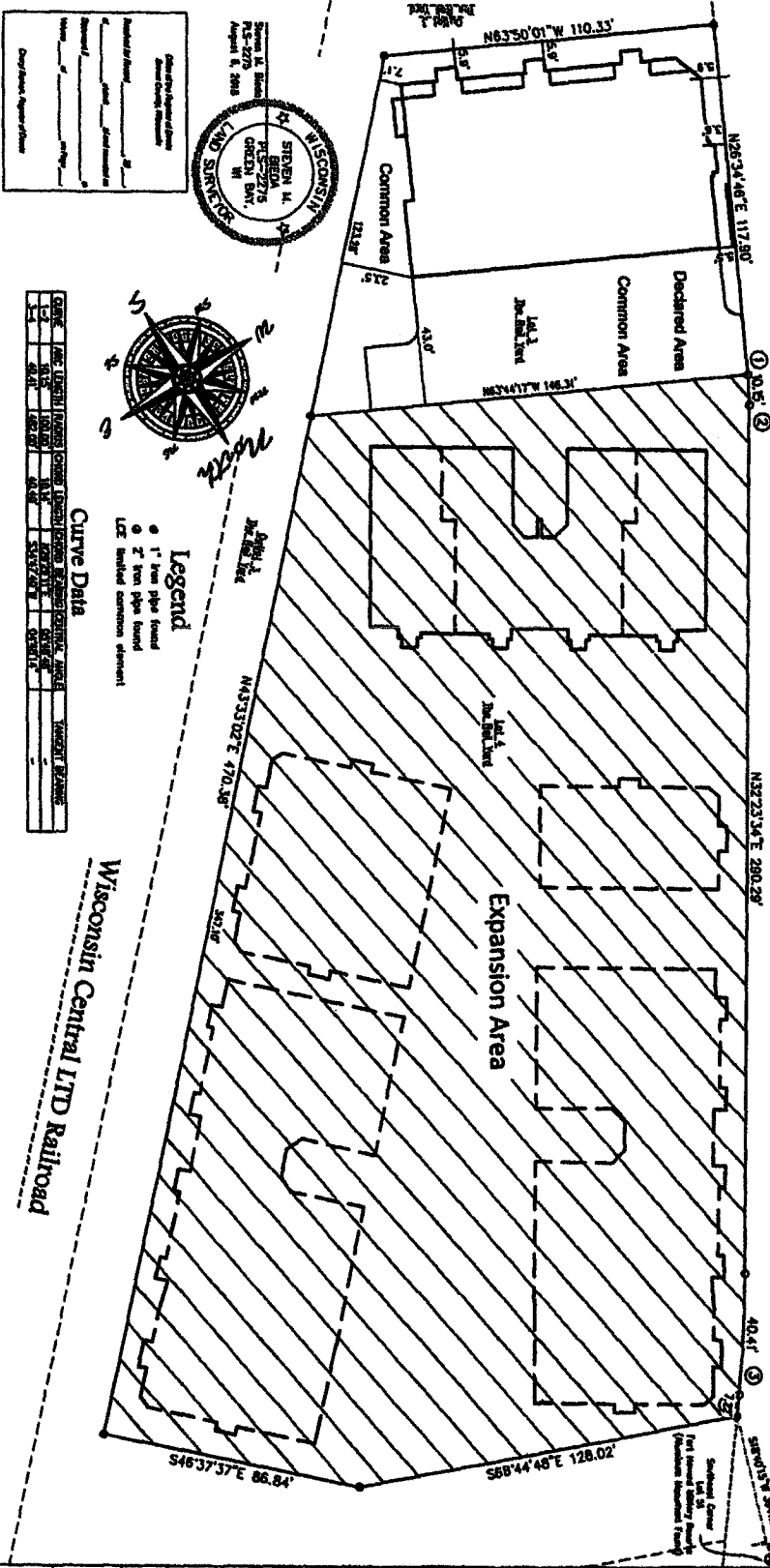
CONDOMINIUM PLAT



The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume X, Plate, Page X, Document No. X, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Grant", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Donald Driver Way



Legend
 • 1" iron pipe found
 • 2" iron pipe found
 LCE: limited common element

Curve Data

Curve	Length (Feet)	Chord Length (Feet)	Chord Bearing	Area (Square Feet)	Perimeter (Feet)
1	10.00	10.00	0°00'00"	0.00	20.00
2	10.00	10.00	0°00'00"	0.00	20.00
3	10.00	10.00	0°00'00"	0.00	20.00
4	10.00	10.00	0°00'00"	0.00	20.00
5	10.00	10.00	0°00'00"	0.00	20.00
6	10.00	10.00	0°00'00"	0.00	20.00
7	10.00	10.00	0°00'00"	0.00	20.00
8	10.00	10.00	0°00'00"	0.00	20.00
9	10.00	10.00	0°00'00"	0.00	20.00
10	10.00	10.00	0°00'00"	0.00	20.00

Wisconsin Central LTD Railroad

SCALE
1"=30'

DRAWN BY
JRM

PROJECT NO.
L-2892

SHEET NO.
1 of 7

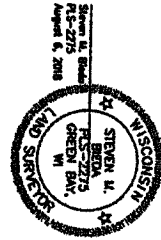
DRAWING NO.
X-827

Mau & Associates, LLP
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 820-434-9670 Website: www.mau-associates.com
 400 Security Blvd, Green Bay, WI 54313

Base Companies

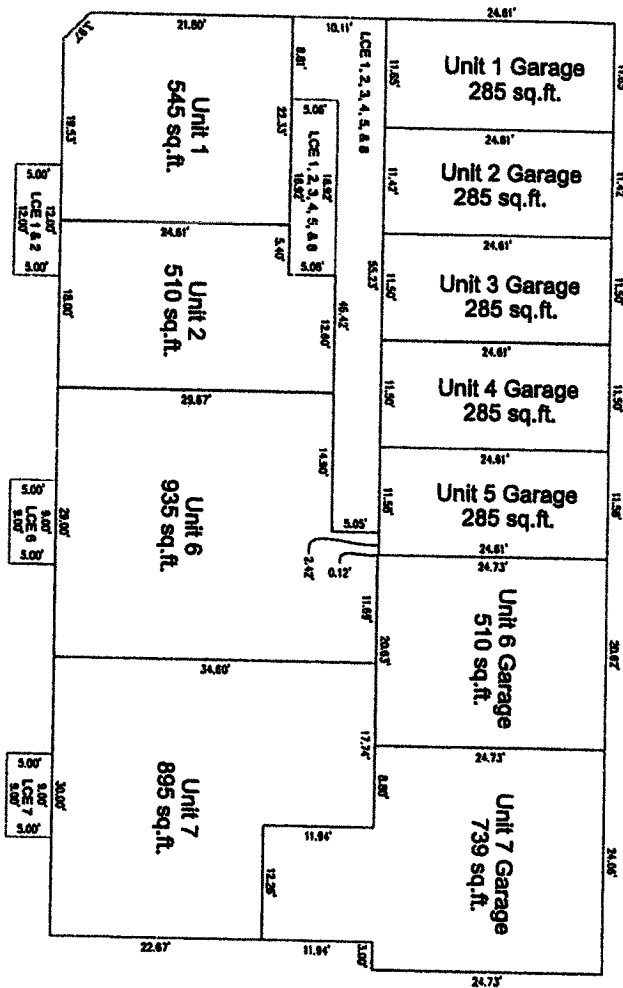
TAX PARCEL NO. TBD

File: L-2892Condo 063016.dwg
 Date Plot: 10-27-01
 Plotbook: Completed: 1/17/06



The Rail Yard An Expandable Condominium

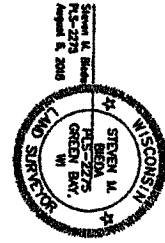
Lots 3 and 4 of the recorded Plat "The Rail Yard" (Volume X, Plate, Page X, Document No. X, Brown County Records), being part of Lot 17 of the recorded plat "Lansan Grant", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



First Floor Plan

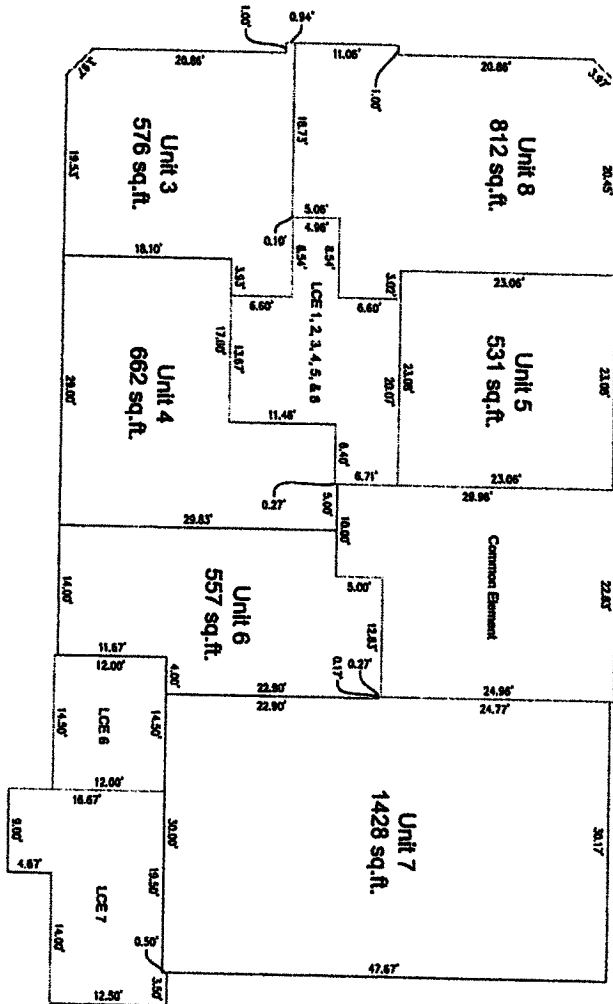


Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-9870 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313			TAX PARCEL NO. T80 Base Companies File: L-2892Condo 062018.dwg Data File: W-22761.dwg Fieldwork Completed: 1/17/18
SCALE 1"=10'	DRAWN BY ZMH	PROJECT NO. L-2892	
SHEET NO. 3 of 6		DRAWING NO. X-827	



The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Plate x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Plate 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



Second Floor Plan



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

TAX PARCEL NO. TBD

Base Companies

File: L-2892Cadd 8/28/18.dwg
 Date Plt: 10-22-2018
 Fieldwork Completed: 11/17/18

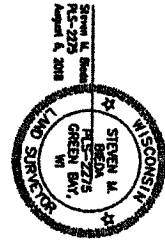
SCALE
 1"=10'

DRAWN BY
 ZMH

PROJECT NO.
 L-2892

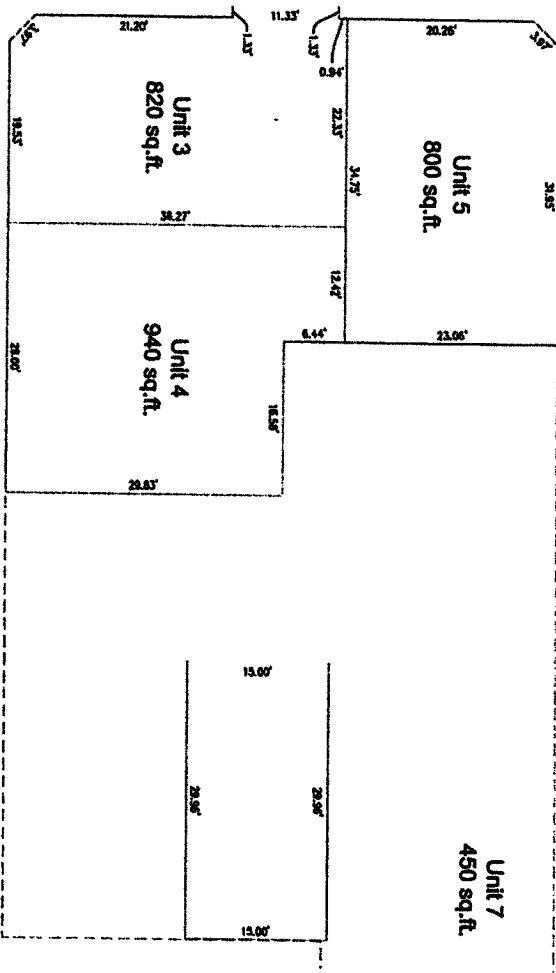
SHEET NO.
 4 of 6

DRAWING NO.
 X-827



The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Plate, Page x; Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Plate, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.



Third Floor Plan



Mau & Associates, LLP LAND SURVEYING & PLANNING CIVIL & WATER RESOURCE ENGINEERING Phone: 920-434-8670 Website: www.mau-associates.com 400 Security Blvd, Green Bay, WI 54313		TAX PARCEL NO. TBD Base Companies File: L-2892C.mxd 02/20/16.dwg Date Plotted: 10/25/2016 Plotter: HP DesignJet T1100
SCALE 1" = 10'	DRAWN BY JMH	
PROJECT NO. L-2892	SHEET NO. 5 of 6	
DRAWING NO. X-827		

The Rail Yard An Expandable Condominium

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

DEEDS AREA

Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 15,097 square feet / 0.35 acres more or less.
Parcel subject to any easements and restrictions of record.

EXPANSION AREA

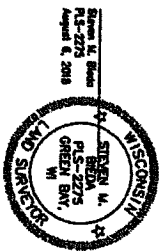
Lots 3 and 4 of the recorded Plat "The Rail Yard", (Volume x, Page x, Document No. x, Brown County Records), being part of Lot 17 of the recorded plat "Larsen Green", (Volume 23, Page 17, Document No. 2433894, Brown County Records) and part of the Fort Howard Military Reserve now known as the "Railroad Grant", all being located in the City of Green Bay, Brown County, Wisconsin.

Parcel contains 63,425 square feet / 1.46 acres more or less.
Parcel subject to any easements and restrictions of record.

SAMEY'S CERTIFICATE

I, Steven M. Mau, Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the existing boundary lines and the location of the buildings and improvements to be constructed upon the property.

This plat is a correct representation of "The Rail Yard An Expandable Condominium" as proposed at the title block, and the boundaries of the lots and the common elements can be determined from the plat. The undersigned surveyor makes no contribution to the accuracy of the plat, plans of the subdivision buildings and units contained in the plat and the appropriate description and their areas hereon.



CERTIFICATE OF THE CITY OF GREEN BAY

Approved for the City of Green Bay as required by Municipal Statistics Chapter 234 and the City of Green Bay Landlord Code Chapter 14, Subsection and Meeting, on this _____ day of _____, 20____.

Steven Mau,
Director of Economic Development

CERTIFICATE OF THE BROWN COUNTY PLAT COMMISSIONER

There are no objections to this condominium plat with respect to Sec. 203.115 Wis. Stat., and it is hereby approved for the Brown County Plat Commission.

Very True Trust
Brown County Property Tax

NOTES

- 1) Building plans provided by client and do not represent as built conditions.
- 2) Grade, utility, drive & walk are limited common elements to the apartment unit.
- 3) All areas within the condominium and outside the unit's and expansion limits, except those areas designated as limited common elements, are common elements.
- 4) The developer/owner retains the right to vary the number and definition of buildings and units in the expansion limits.
- 5) The expansion area is required to go through the condominium plat process of the City of Green Bay.
- 6) The condominium is expandable to a maximum of 50 units.

TAX PARCEL NO. TBD

Base Companies

File: L-2892Condo 062016.dwg
Date Plot: 10-22-2016
Fieldwork Completed: 1/17/16

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9870 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54313

SCALE
1"=10'

DRAWN BY
2594

PROJECT NO.
L-2892

SHEET NO.
6 of 6

DRAWING NO.
X-827

**RESOLUTION APPROVING THE SALE, TRANSFER, OR CONVEYANCE OF
PROPERTY SUBJECT TO A CONTINUING GUARANTY PURSUANT TO
DEVELOPMENT AGREEMENT 17-02: RAIL YARD: NORTH**

April 15, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on December 1, 2017, the City of Green Bay ("City") and the Redevelopment Authority of the City of Green Bay ("RDA") entered into Development Agreement 17-02: Rail Yard: North with DDL Holdings, LLC ("DDL") for the acquisition and development of certain real Property; and

WHEREAS, on December 1, 2017, the City, DDL, and Hometown Bank ("Lender") entered into Continuing Guaranty (Limited) Rail Yard: North (hereinafter "Guaranty") in order for the Lender to extend certain credit facilities to DDL for such acquisition and development; and

WHEREAS, Section IV. P. of the Development Agreement requires the RDA to consent to the sale, transfer, or conveyance of any portion of the Property; and

WHEREAS, Section IV. P. of the Development Agreement requires the City to consent to the sale, transfer, or conveyance of any portion of the Property that will result in a release of a part of the Property subject to the Guaranty of Developer's indebtedness owed to the Lender; and

WHEREAS, on March 22, 2019, DDL requested the RDA and City approve the sale, transfer, or conveyance to TWG Development, LLC of approximately three and eighty-seven hundredths (3.87) acres on the northern edge of the Property, on which TWG will construct Broadway Lofts @ The Rail Yard (Development Agreement 19-01), as further identified in the attached DDL Holdings, LLC Development Agreement – Notice of Conveyance (hereinafter "the Subject Property"); and

WHEREAS, the City's obligation under the Continuing Guaranty will be reduced by the proceeds of the sale of the Subject Property, which amount is expected to be approximately six hundred and fifty thousand dollars (\$650,000.00); and

WHEREAS, on April 9, 2019, the RDA approved the sale, transfer, or conveyance of the Subject Property to TWG Development, LLC.

NOW, THEREFORE, BE IT RESOLVED that the City hereby approves the sale, transfer, or conveyance of the Subject Property to TWG Development, LLC.

Adopted _____

Approved _____

Mayor

Clerk

kjv

Attachments:

1. DDL Holdings, LLC Development Agreement – Notice of Conveyance

DDL HOLDINGS, LLC
340 North Broadway, Suite 460
Green Bay, WI 54301

March 22, 2019

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Redevelopment Authority of the
City of Green Bay
Attn: Mr. Kevin Vonck, Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

City of Green Bay
Attn: Kris Teske, City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

RE: DDL Holdings, LLC Development Agreement – Notice of Conveyance

Dear Kris and Kevin:

Pursuant to Article IV, Subsection (P)(1) of that certain Development Agreement 17-02 Railyard North, dated December 1, 2017 (the “Development Agreement”), this letter shall serve as a formal request from DDL Holdings, LLC (“DDL”) for the approval from the Redevelopment Authority of the City of Green Bay (“RDA”) and the City of Green Bay (the “City”) of the sale of certain real property (as described below), which is subject to the Development Agreement, by DDL to TWG Development, LLC (“TWG”) (“Intended Transfer”). Such Intended Transfer will result in a release of the Property (as defined below) which is currently subject to the City’s guaranty of DDL’s indebtedness owed to Hometown Bank, and, therefore, DDL is asking the City, together with the RDA, to approve such Intended Transfer.

DDL intends to sell approximately three and eighty-seven hundredths (3.87) acres of the northernmost portion of Brown County Tax Parcel No. 5-1756 (the “Property”) to TWG. A proposed Certified Survey Map of the Property is attached hereto as **Exhibit A** and a proposed legal description of the Property is attached hereto as **Exhibit B**.

March 22, 2019

Page 2

If the requested approvals from the RDA and City are granted, please promptly provide us with written evidence of such approvals in the form of the approved and executed Resolutions and/or Minutes of the meetings of the RDA and the City Council.

Thank you and if you have any questions or need additional information, please let us know.

Sincerely,

DDL HOLDINGS, LLC

By: 
Paul B. Belschner, Managing Member

By: 
Brent M. Weycker, Managing Member

cc: Attorney Vanessa Chavez, City Attorney (w/enc.)

EXHIBIT A

PROPOSED CERTIFIED SURVEY MAP

EXHIBIT B

PROPOSED LEGAL DESCRIPTION

EXHIBIT B
Legal Description

TWG Future Lot 6 "The Rail Yard" Legal Description

Part of the Fort Howard Military Reserve, now known as the Railroad Grant and part of Lot 17 of the recorded Plat "Larsen Green", (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) being located in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Lot 51, Fort Howard Military Reserve; thence S64°03'54"E, 1,816.51 feet along the South line of said Lot 51 to the Southeast corner of said Lot 51; thence S25°33'03"W, 3443.63 feet to the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records) and the point of beginning; thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along the Westerly line of said Lot 17 being the arc of a 245.00 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 0.49 feet; thence N57°36'30"W, 282.14 feet; thence S39°25'52"W, 19.84 feet; thence 6.51 feet along the arc of a 12.00 foot radius curve to the left whose long chord bears N35°57'07"W, 6.43 feet; thence N50°29'40"W, 139.94 feet; thence 30.08 feet along the arc of a 130.00 foot radius curve to the left whose long chord bears N57°07'20"W, 30.01 feet; thence N63°45'00"W, 349.92 feet; thence 21.58 feet along the arc of a 13.75 foot radius curve to the right whose long chord bears N18°47'32"W, 19.43 feet; thence N26°09'57"E, 62.81 feet along the West line of said Lot 17 and the East right of way of "North Broadway", also known as U.S.H. "141" to the point of beginning.

Parcel contains 168,732 square feet / 3.87 acres more or less.
Parcel subject to easements and restrictions of record.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # L.I.

To approve the Design, Construction & Dedication agreement with the Friends of Bay Beach for the construction of a temporary gravel parking lot at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bay Beach Gravel Parking Lot - FOBB Dev Dedication Agreement



City of Green Bay
Department of Parks, Recreation & Forestry

PROJECT

This Agreement is made this _____ day of _____, 2019, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and the Friends of Bay Beach, (“FOBB”), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (hereafter “Bay Beach”). Bay Beach is a 75 acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for the creation of a temporary gravel parking lot to serve the parking needs for Bay Beach patrons until which time a permanent parking lot expansion can be installed.
- D. Adjacent to Bay Beach is a softball field owned by the City, which is underutilized and duplicative of services provided elsewhere in the City.
- E. FOBB has proposed to construct a 198 stall temporary gravel parking lot in the location where the existing softball field is located. Work for the temporary gravel parking lot will consist of erosion control, excavation, placement of geogrid fabric if needed, placement of gravel and/or breaker run, topsoil placement and seeding. All this work together shall be the proposed Project, which is further shown on the Bay Beach Overflow Parking Area Concept (Alternate 2), which is herein attached as EXHIBIT A. The final size of the proposed parking lot is approximate and may be changed upon agreement between both parties.
- F. The City intends to remove the existing softball field fencing, shed, sports lighting, infield mix and trees prior to the start of construction, utilizing City crews to do the work, and is agreeable to utilizing the site of the existing softball field as the location for the temporary gravel parking lot.
- G. FOBB has hired an engineering firm to design this project and apply for all necessary permits. The City has agreed to allow the work to be completed for these purposes, and FOBB has agreed to do the work at FOBB’s sole expense and has requested that the City accept the dedication and assume maintenance responsibilities.
- H. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project after acceptance of the construction by the City. The City will be responsible to remove the temporary gravel parking lot after the completed installation of a permanent parking lot expansion.

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 approximately \$100,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by FOBB. In the event of Project cost overruns, FOBB shall be solely responsible for timely paying and/or securing any and all additional funds necessary to complete the Project.

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. FOBB 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 FOBB.

- C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve site plans and other drawings that fix and describe the size and character of the entire Project, along with general contracts. The Construction Documents shall include:
1. Plans and specification for the excavation, grading, seeding, erosion control; and
 2. Other such essential items as may be reasonably determined by the City to be appropriate.
- D. Design and Construction. FOBB shall cause to be designed and prepared under engineer's seal and signature, and to be constructed, the Project as defined in the recitals. In the event the Project will disturb or otherwise affect any existing City features, 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 FOBB's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB 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. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure 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/or Inspections Department to ensure that construction is in conformance with the plans and specifications. The City agrees to notify FOBB 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.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB 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 FOBB 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. FOBB 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 disturb, develop and/or use the Property as set forth above.
- I. Improvement of Property. FOBB shall promptly design and complete the Project. Substantial work on the Project shall commence no later than May 6, 2019. Construction shall be completed no later than May 24, 2019. FOBB 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. FOBB 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 FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- L. Insurance. Ensuring that all necessary insurance has been procured is the responsibility of FOBB. FOBB and each of its separate contractors and subcontractors shall purchase and maintain such insurance as will protect him/her, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, as applicable, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from FOBB, its contractors and subcontractors' direct or indirect operations under this Agreement, whether such operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the FOBB's obligations.

FOBB, its contractors, and subcontractors' insurance shall always be primary with respect to the City's responsibilities under this Agreement. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section.

FOBB, its contractors, and subcontractors' insurance shall contain a provision that provides thirty (30) days written notice of cancellation or change to the City.

No insurance required under this Agreement shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Before commencement of construction activities on the Property, FOBB shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which FOBB, its contractors, and subcontractors' are 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.

Types of Insurance

1. *General Liability*:

- a. Commercial General Occurrence policy, edition 2006 or 2010 including:
 - i. Premises and Operations
 - ii. Products and Completed Operations
 - iii. Advertising and Personal Injury
 - iv. Explosion, Collapse and Underground Hazard coverage
 - v. Contractual Insurance in writing under General Liability
 - vi. Broad Form Property Damage
 - vii. Coverage for Independent Contractors
 - viii. Care, Custody and Control coverages for City-owned materials at worksite

- ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments Limit	\$5,000
General Aggregate	\$2,000,000

2. *Automobile Liability:*

a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000 per person/accident
Uninsured Motorists:	\$25,000 per person \$50,000 per accident

3. *Worker's Compensation and Employers' Liability Insurance:*

a. Limits of Liability

- i. Workers' Compensation

\$1,000,000 per accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee
- ii. Employers' Liability

\$1,000,000

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, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay

4. *Contractor's Pollution Liability (Occurrence Basis)*

Minimum Limit of Liability \$2,000,000

Must include coverage for natural resources damage

Must include waiver of subrogation endorsement in favor of the City

Coverage must include transportation, loading and unloading.

5. *Umbrella Coverage:*

The Contractor shall provide \$2,000,000 for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

6. *Builder's Risk Insurance:*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, FOBB 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 FOBB of its obligation to perform under this Agreement and, in the event of loss, FOBB shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. General Indemnity.

1. Protection Against Losses. FOBB 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 FOBB of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.
 - e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

In any and all claims against the City, its officers, agents and employees by any employee of the FOBB, its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable for or for FOBB, its contractors or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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. FOBB 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 FOBB'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 FOBB; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOBB 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 FOBB, then counsel for the City, at FOBB's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOBB 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 FOBB does not assume the defense of such claim, suit or action, FOBB 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 FOBB's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOBB shall be reasonable grounds for FOBB 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. FOBB shall obtain lien waivers

for all work completed on the improvements prior to final acceptance by the City. The Parties acknowledge and agree that the Project and all improvements are temporary in nature, and nothing is intended to impose any continuing obligations on the City other than maintenance, and only for so long as the improvements are utilized for a temporary gravel parking lot purposes.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB 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. FOBB shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. FOBB 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 FOBB 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. FOBB 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 FOBB contained in this Agreement and no statement of fact furnished or to be furnished by FOBB 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 FOBB that would adversely affect the Project, the ability of FOBB to complete the Project or the ability of FOBB 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 FOBB is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which FOBB 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. FOBB 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. Damages. Sue for damages;
 3. Specific Performance. Sue for specific performance;
 4. 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. FOBB 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 FOBB 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 FOBB: Friends of Bay Beach
 Attn: Dave Charles

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, FOBB 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 FOBB 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 FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, Dave Charles, President of the Friends of Bay Beach, a Wisconsin 501 (c)(3) charitable organization, 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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # L.2.

To approve the request by the Rotary Club of Green Bay to install a memorial for the recipients of the Free Enterprise Award, just south of Admiral Flatly Park, along the Fox River Trail.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Proposed Memorial Map
2. Proposed Memorial Description

Proposed Memorial Location

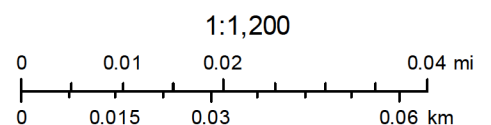


4/9/2019, 1:57:07 PM

TaxParcel

- Condominium
- Gap; Overlap
- Hydrography
- Right of Way

- TaxParcel
- Undetermined



Brown County Municipalities
Brown County
Brown County WI

The Rotary Club of Green Bay

Rotary International was founded in 1905 by a small group of business people. Its goal was to encourage fellowship among their colleagues.

Rotary is a global network of friends, leaders, and problem-solvers seeing a world where people unite, take action and create lasting change. The Rotary Club of Green Bay was chartered March 17, 1917. The legacy started over a century ago has endured. The Rotary Club of Green Bay members are dedicated to the ideal of Service Above Self. This is done by providing humanitarian service, advancing goodwill around the world and making a difference in our community.

FREE ENTERPRISE AWARD

The Rotary Club of Green Bay, part of global service organization
Rotary International, annually honors an area business
person for their business growth and commitment
to their community. Since 1983, the event and
award recognized leaders for their Free
Enterprise spirit and their dedication
to their community.

This memorial recognizes the Rotary Club of Green Bay,
Free Enterprise and Free Enterprise Award recipients.

Rotary International **FREE ENTERPRISE AWARD**

The Green Bay Rotary Club has awarded annually since 1983 a Free Enterprise Award to a local business person, recognizing their commitment to the community through business and community development. Listed here are the recipients of this award.

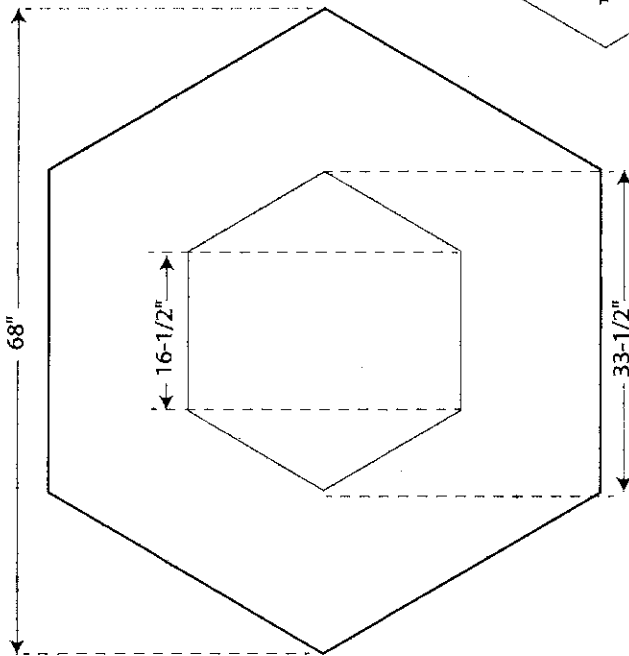
1983
 George Kress
 1984
 Merlin G. Bush
 1985
 John M. Rose
 1986
 Phillip J. Handrickson
 1987
 Paul D. Ziemer
 1988
 Frederick E. Baer
 1989
 Steven K. Van Dyke
 1990
 Donald Long, Sr.
 1991
 Wallace J. Hillard
 Ronald A. Weyers

1992
 Donald Schneider
 1993
 Robert Harlan
 1994
 Robert G. Bush
 1995
 Lewis "Louie" A. Konop
 1996
 Donald H. DeMeuse
 1997
 Leo Frigo
 1998
 James E. Madigan
 1999
 K.C. Stock
 2000
 Harry B. "Nick" Conlon
 2001
 Carl W. Kuehne

The Rotary Club
 of Green Bay
100 YEARS OF SERVICE
 On March 17, 1917, the Rotary
 Club of Green Bay was recognized
 as Club Number 219 by Rotary
 International. Founded by thirteen
 businessmen, the Green Bay club
 has since provided various services
 and international ideas
 to the city, present and future
 members of the Green Bay Rotary Club.
 Congratulations on all you have done
 and continue to do.



Sizes are approximate and can be adjusted.



Base foundation
not included in
measurements.
If needed,
Height TBD.



Rotary International FREE ENTERPRISE AWARD

The Green Bay Rotary Club has awarded annually, since 1983, a Free Enterprise Award to a local business person, recognizing their commitment to the community through business and community development. Listed here are the recipients of this award.

1982 Donald Schneider
1983 Robert Harlan
1984 Robert G. Bush
1985 Lewis "Louie" A. Konop
1986 Donald H. DeMaize
1987 Leo Frigo
1988 James E. Madigan
1989 K.C. Stock
1990 Harry B. "Bud" Condon
2001 Carl W. Kuhne

1983 George Kress
1984 Merrill G. Bush
1985 John M. Rose
1986 Philip J. Handrickson
1987 Paul D. Ziemer
1988 Frederick E. Beer
1989 Steven K. Van Dyke
1990 Donald Long, Sr.
1991 Wallace Hillard
2000 Ronald A. Weyers

The Rotary Club of Green Bay
100 YEARS OF SERVICE
On March 17, 1917, the Rotary Club of Green Bay was recognized as the first club to be chartered by Rotary International. From 1917 to the present, the Green Bay club has since provided various avenues of service to the local and international levels.



43-1/2"

2002 James Kress
2003 Jack C. Meng
2004 Frank Wood
2005 Lawrence P. Weyers
2006 Timothy J. Howard
2007 Larry P. Ferguson
2008 George F. Kerwin
2009 Robert C. Gallagher
2010 Richard Chernick
2011 Terry Pulwiler

2012 Mark Skogan
2013 Timothy Weyenberg
2014 Mark McMullen
2015 Susan Finco
2016 William F. Kress
2017 William "Red" Lewis

33-1/2"

60"



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # M.I.

To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.

- a. Electrician - Public Works
- b. Assistant City Attorney - Law
- c. Forestry Worker I - Parks, Recreation & Forestry
- d. Engineering Technician (2) - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 04.09.19
2. 2019 Electrician PJF - Jeff Hirt
3. Asst City Atty-Legislative-Johnson-4.2.19
4. Forestry Worker I -Rouce 4.3.19
5. Position Request To Fill - Engineering Tech - Cynor - 04-04-19
6. Position Request To Fill - Engineering Tech - Retrum - 04-04-19

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Adam Reidinger
Human Resources Assistant

Re: Request to Fill Vacant Positions

Date: April 4, 2019

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2019 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Electrician – Replacement position due to the retirement of Jeffrey Hirt effective March 8, 2019. Salary range: \$25.86 - \$30.42 per hour.
- Assistant City Attorney – Replacement position due to the resignation of Kristen Johnson effective April 16, 2019. Salary range: \$66,851 - \$78,644.
- Forestry Worker I – Replacement position due to the resignation of Kyle Rouse effective April 12, 2019. Salary range: \$19.57 - \$23.03 per hour.
- Engineering Technician – Replacement position due to the transfer of Jamie Cynor effective April 5, 2019. Salary range: \$25.86 - \$30.42 per hour.
- Engineering Technician – Replacement position due to the retirement of Scott Retrum effective April 16, 2019. Salary range: \$25.86 - \$30.42 per hour.

**Position Fill Request
Justification Report
February 6, 2019**

Position Title: Electrician – DPW Traffic Division

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 the result of the retirement of Jeff Hirt, effective at the end of the business day on Friday, March 8, 2019.

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 operating budget. The current wage range for a DPW-Electrician is \$25.86/hour to \$30.42/hour (\$53,789 to \$63,274 annually) plus opportunities to earn performance increases beyond the top of the wage range
3. **Please list the functions and any special information regarding this position.**
The position is one of 6 DPW Electricians (1 Electrician Foreperson, and 5 Electricians) who perform routine and emergency maintenance and construction on all of the City's electrical equipment including traffic lights, city-owned street lights, sewer lift/pump stations, parking structures and other City buildings. They serve as the electricians for all of the City departments with significant assistance provided to Park, Police, and Fire Departments. DPW also provides traffic signal maintenance services to the City of DePere, and emergency electrical service to Brown County.
4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position generates revenue for the City, by providing traffic signal maintenance services to the City of DePere, and emergency electrical service to Brown County
5. **Please explain why current staff is unable to absorb duties of this position.**
Electrical Section staffing was reduced from 7 to 6 Electricians in January of 2008 due to budget restraints. The section is currently under-staffed, and workload is high. Further reductions will not allow Electrical Section to keep up with work responsibilities.
6. **If duties of position are presently being done, how are they done?**
When absences occur, Electrical Section prioritizes projects, and declines discretionary work from other City departments. In effect, less work is done when there is a vacancy.
7. **What service would be reduced or eliminated if this position is not filled?**
Electrical assistance to other City departments would be eliminated or greatly reduced, requiring other departments to seek electrical help from private contractors. Electrical Section's first priority is to maintain 1) traffic signals, 2) street lights, 3) sewer lift stations, and 4) DPW facilities.
8. **What are the alternative methods and costs of accomplishing the work?**

Privatization and higher associated costs to the City

9. Are there union issues?

No

10. Other supporting comments.

DPW-Traffic Division Electrical Section is a valuable asset to DPW and all City departments. City Electricians maintain a unique institutional knowledge of the City's systems. This innate knowledge allows them to address issues more effectively and efficiently than any outside vendor.

The City continues to increase the number of street lights under City jurisdiction, reducing the cost paid to Wisconsin Public Service for maintenance and repair. Business Improvement Districts also continue to increase the number of amenities that require electrical maintenance and repair, which are currently performed by Electrical Section.

As the amount of City-owned services increase, additional Electrical Section staff is required. DPW continues to work toward increased staffing for Electrical Section.

**Position Fill Request
Justification Report
April 2, 2019**

Position Title: Assistant City Attorney – Legislative Attorney

- 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

Kristen Johnson has tendered her resignation effective April 16, 2019.

- 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 salary range is \$66,851.00 - \$78,644.00/hour.

- 3. Please list the functions and any special information regarding this position.**

The Assistant City Attorney acts as legal advisor and provides legal services to the City, works with elected officials on legal inquiries, conducts general municipal legal research, writing, and drafting, drafts legislation, conducts litigation, advises on public records, open meeting law, and policy questions, drafts contracts, and assists the Municipal Prosecutor in prosecuting violations of City ordinances, among other things.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

No. However, this position aids in collections of outstanding debts and is required to fulfill legal services for the City.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Staffing in the law department consists of 4 attorneys, 1 paralegal, and 1 legal assistant. There is no duplication of workloads amongst the attorneys, and a review of our staffing levels indicates we need additional staff to complete all of the work of the City. Accordingly, there is no way for the department to absorb these duties.

- 6. If duties of position are presently being done, how are they done?**

Job duties are currently being completed by the incumbent.

- 7. What service would be reduced or eliminated if this position is not filled?**

This position's responsibilities are all key functions which ensure the law department continues to operate effectively, without which the general productivity of the law department will be reduced.

8. What are the alternative methods and costs of accomplishing the work?

Contract counsel will have to be retained, often at a cost of \$250 per hour. This rate is not sustainable, and is substantially higher than the cost of filling the position.

9. Are there union issues?

No.

10. Other supporting comments.

The Law Department has been short staffed since October 2018, due to employee turnover, and authorized FMLA leave. It is important that we fill this position as soon as practicable, as our department will be operating with half the staff until it is filled.

**Position Fill Request
Justification Report
April 3, 2019**

Position Title: Forestry Worker I (FW I)

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

Kyle Rouse has accepted a position with the Village of Bellevue.

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. Salary range: \$19.57 - \$23.03/hour or \$40,705 - \$47,920 annually.

3. **Please list the functions and any special information regarding this position.**

Forestry Worker I's operate equipment and provide ground support for all phases of Forestry operations. Duties include: preparing tree planting sites, planting, fertilizing, watering, staking and mulching new trees; landscaping and pruning small trees along streets and in parks and assisting Forestry Worker II's (FW II) with tree pruning and removal. FW I's also chip brush, load and unload wood, assist with rope work, perform girdling root work, cut roots along sidewalks and streets; bolting and bark tracing on damaged trees; spread wood chips under trees and playgrounds equipment; perform stump removal and site restoration; haul and dump chipped brush; direct traffic and set up safety zones at work sites.

FW I's operate a variety of equipment including: skid steer loader, stump cutter, root cutter, winch truck, snow plow, tractor, snow blower, brush chipper, chain saw, various trucks and equipment; and perform basic routine maintenance of all equipment operated, load and unload equipment and refuel and adjust chain saws.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

Does not produce direct revenue, a healthy urban forest does reduce heating and cooling costs, reduces storm water runoff costs, reduces carbon dioxide for cleaner air to breathe, trees increase property values, reduce crime rates and make the City of Green Bay more aesthetically appealing to live, work and raise a family.

5. **Please explain why current staff is unable to absorb duties of this position.**

Position is very labor intensive, city and duties keep expanding, Emerald Ash Borer (EAB) is adding to workload, past reduction of staffing levels.

6. If duties of position are presently being done, how are they done?

Current staff completes duties as assigned. FW II's are used to fill essential FW I assignments with the understanding that FW II services (tree pruning) will be reduced.

7. What service would be reduced or eliminated if this position is not filled?

Tree pruning services would be reduced. FW II's will be chipping brush, hauling topsoil, etc. instead of performing aerial tree work. FW II's possess the skills and specialized training to perform all aspects of the forestry operations. FW I's are ground support and do not have the required skills to perform aerial tree work (safety inspections, pruning, removals, etc.)

8. What are the alternative methods and costs of accomplishing the work?

Overtime, private contracting.

9. Are there union issues?

Would not expect issues with replacement, may have issues if using private contractors.

10. Other supporting comments.

FW I's fill a critical role in meeting the challenge EAB is presenting to the City of Green Bay.

This request is to fill this Forestry Worker I position and all subsequent vacancies.

**Position Fill Request
Justification Report
April 4, 2019**

Position Title: **Engineering Tech**

- 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 will be vacant as a result of the resignation of Jamie Cynor, effective April 5, 2019.

- 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 2019 General Fund. The compensation range for the position is \$25.86 – \$34.98/hour.

- 3. Please list the functions and any special information regarding this position.**

Engineering Technicians perform field surveys for design and construction of public works construction projects. They also perform design of basic engineering details on public works construction projects, prepare and administer public works contracts of moderate difficulty, prepare necessary reports and maintains records related to survey of public works construction projects and the storm water facility maintenance program. The Technician position may assist in preparation of special assessment rolls for public works projects, review site plans, administer sewer service charge billings, and other work related to the storm water management program, erosion control program, and other duties as assigned.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

Engineering staff, including Engineering Technicians, provide services that are often funded in part by grants, state aid and developer/project agreements.

- 5. Please explain why current staff is unable to absorb duties of this position.**

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007. Although engineering operations have been improved by technology, the size of the City continues to grow and the new stormwater permit has imposed additional duties that will be shared by Techs.

The remaining Technician positions have responsibilities to execute the concrete repair and sidewalk program, as well as perform the necessary survey work for all other Public Works projects and would not be able to absorb the duties of this position.

- 6. If duties of position are presently being done, how are they done?**

The position was vacated on April 5, 2019, through a resignation.

7. What service would be reduced or eliminated if this position is not filled?

The annual Capital Improvement Program for the City of Green Bay would not be able to be delivered if this position were not filled. This position completes surveys for design of capital projects, construction staking to ensure projects are properly constructed, and record surveys to document where and how infrastructure has been installed within the City.

8. What are the alternative methods and costs of accomplishing the work?

Consultants are used to supplement staff for specialized projects. However, it is more cost effective, and better continuity is maintained, with a City employee that knows and understands DPW Engineering policies and procedures.

9. Are there union issues?

There are no issues under the new labor contract.

10. Other supporting comments.

**Position Fill Request
Justification Report
April 4, 2019**

Position Title: **Engineering Tech**

- 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 will be vacant as a result of the retirement of Scott Retrum, effective April 16, 2019.

- 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 2019 General Fund. The compensation range for the position is \$25.86 – \$34.98/hour.

- 3. Please list the functions and any special information regarding this position.**

Engineering Technicians perform field surveys for design and construction of public works construction projects. They also perform design of basic engineering details on public works construction projects, prepare and administer public works contracts of moderate difficulty, prepare necessary reports and maintains records related to survey of public works construction projects and the storm water facility maintenance program. The Technician position may assist in preparation of special assessment rolls for public works projects, review site plans, administer sewer service charge billings, and other work related to the storm water management program, erosion control program, and other duties as assigned.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

Engineering staff, including Engineering Technicians, provide services that are often funded in part by grants, state aid and developer/project agreements.

- 5. Please explain why current staff is unable to absorb duties of this position.**

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007. Although engineering operations have been improved by technology, the size of the City continues to grow and the new stormwater permit has imposed additional duties that will be shared by Techs.

The remaining Technician positions have responsibilities to execute the concrete repair and sidewalk program, as well as perform the necessary survey work for all other Public Works projects and would not be able to absorb the duties of this position.

- 6. If duties of position are presently being done, how are they done?**

The position will be vacated on April 16, 2019, through a retirement.

7. What service would be reduced or eliminated if this position is not filled?

The annual Capital Improvement Program for the City of Green Bay would not be able to be delivered if this position were not filled. This position completes surveys for design of capital projects, construction staking to ensure projects are properly constructed, and record surveys to document where and how infrastructure has been installed within the City.

8. What are the alternative methods and costs of accomplishing the work?

Consultants are used to supplement staff for specialized projects. However, it is more cost effective, and better continuity is maintained, with a City employee that knows and understands DPW Engineering policies and procedures.

9. Are there union issues?

There are no issues under the new labor contract.

10. Other supporting comments.



Department of Police

Andrew J. Smith
Chief of Police

To: Members of the Personnel Committee

From: Chief Andrew Smith

Re: GBPD Administrative Clerk (Front Desk) reorganization

Date: 4/3/19

Cc: Mayor Schmitt, Human Resources, File

I would like to respectfully submit for your approval the proposed reorganization of our Front Desk Operations at the GBPD.

The current table of organization reflects 6 Administrative Clerks that staff the front desk. These clerks are responsible for handling requests for information from citizens and officers; answering the phone and responding to complaints; explaining departmental procedures and regulations; utilizing various crime databases to run criminal record checks and entering and preparing various reports.

The clerks work 10.5 hour days with a schedule of 4 days on, 3 days off. This schedule equates to 1950 hours annually. Currently, there is front desk coverage 7 days a week, 365 days a year from 6:30 a.m. to 10:30 p.m. (16 hours). Based upon this schedule, the clerks work on holidays and overtime is posted to cover shift openings due to vacations or illness.

Due to budgetary constraints going into 2019, we did not fill a vacant position that had been open since September 26, 2018. On April 1, 2019, another clerk transferred to an open Records Clerk position. As a result, the department is currently staffing the front desk with 4 clerks, and we will not be filling the 2 vacancies. These positions will not be filled to assist us with meeting our \$1.1 million budget savings required this year. In addition, because of these vacancies, we have had an opportunity to consider other staffing options that will provide the department with adequate coverage with a staff of 4 clerks.

After reviewing several options, I am proposing that the front desk be staffed Monday through Friday 7:00 AM to 8:00 PM (11 hours each day) as we are unable to maintain the 7 day a week operation with 4 employees. The employees will be assigned an 8 hour shift Monday through Friday as detailed below:

7:00 a.m. – 3:30 p.m.
8:30 a.m. – 5:00 p.m.
10:00 a.m. – 6:30 p.m.
11:30 a.m. – 8:00 p.m.

307 South Adams Street □ Green Bay, WI. 54301-4582 □ (920) 448 3200 □
Fax (920) 448 3248

In the event a shift cannot be covered due to an illness or vacation, staff will adjust their shifts to ensure coverage or other Records staff may be assigned to fill in. This restructuring of the work schedule and reduction in the number of staff results in a change in annual work hours from 1950 hours to 2080 hours. The actual staffing costs for 2018 under the current structure is \$370,637.

Fiscal Impact:

The cost impact of the proposed restructuring is \$258,063 with a projected cost savings of \$112,500 as noted below.

Category (2019 Estimate)	Administrative Clerk Full Year (Step 6 - \$19.45/hour)
Salary	\$40,456
OT/COMP	\$500
Holiday	\$0
FICA	\$3,133
WRS	\$2,683
Worker's Comp	\$86
Health Insurance	\$16,211
Dental Insurance	\$1,361
Life Insurance	\$86
TOTAL COMPENSATION	\$64,516

Total 2019 Costs (4 positions) \$258,063

I look forward to discussing any questions or concerns you may have. Thank you for your consideration of my request.



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.I.

To approve request by Ald. Wery to consider moving spring bulk pick-up from second week of March to the fourth week of March in future years.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.2.

To approve request by Ald. Corpus-Dax to consider Alpine Drive for future road improvement project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.3.

To approve the Department of Public Works Capital Improvement Program for 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019 CIP - DRAFT_Version_2



DEPARTMENT OF PUBLIC WORKS 2019 CAPITAL IMPROVEMENTS PROGRAM

*DRAFT - as presented at
I&S Committee 4/10/19*

**DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM**

DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>NEW SUBDIVISIONS-EAST SIDE</u>										
*BRADLY ESTATES (3)										
GILBERT DRIVE	649' WEST OF ONTARIO ROAD	ONTARIO ROAD	684	125,000	0		60,000	0	50,000	0
BRADLEY COURT	GILBERT DRIVE	CUL-DE-SAC 260' NORTH	260	75,000	0		345,000	5,000	110,000	0
*SITKA HEIGHTS (3)										
UNNAMED DRIVE	SITKA STREET	SITKA STREET	1,420	285,000	0		35,000	5,000	205,000	0
UNNAMED COURT	UNNAMED DRIVE	CUL-DE-SAC 387' NORTH	387	100,000	0		60,000	0	55,000	0
*EATON HEIGHTS 2 (1)										
MENDOTA DRIVE	SPARTAN ROAD	1000' WEST	1,000	215,000	0		335,230	181,000	406,500	217,000
*GRANDVIEW PLACE (1)										
ROCKY ARBOR TRAIL	ERIE ROAD	1354' EAST	1,354	464,000	0		248,000	0	268,000	0
*EXCALIBER PHASE 3 (3)										
PAULA STREET	DURHAM ROAD	400' EAST	400	105,000	0		70,000	0	65,000	0
LARGO RIDGE EST.- PH II(1)	LARGO RIDGE DRIVE	650' SOUTH	650	199,000	0		87,000	0	96,000	0
<u>NEW SUBDIVISIONS-WEST SIDE</u>										
*PINE ACRES ESTATES							303,000		325,000	
CRESTWOOD SPRINGS COUR WEST TERMINI		BUCKTHORN TRAIL	220	113,000	0		0	0	0	0
BUCKTHORN TRAIL	CRESTWOOD SPRINGS COURT	LAFAYETTE DRIVE	600	286,000	0		0	0	0	0
LAFAYETTE DRIVE	EAST TERMINI	575' EAST	660	308,000	0		0	0	0	0
CRESTWOOD SPRINGS DRIVE NORTH TERMINI		LAFAYETTE DRIVE	335	160,000	0		0	0	0	0
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
(1) City design/build										
(2) Developer design/ City build										
(3) Developer design/build										
NEW SUBDIVISIONS TOTAL:			7,970	2,435,000	0	0	1,543,230	191,000	1,580,500	217,000
			1.51 Miles							

DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER STREETS - WEST SIDE</u>										
S.CHESTNUT AVENUE	EAST MASON	CUL-DELSAC SOUTH	1,350	480,000	480,000		790,000	790,000	105,000	105,000
S. CHESTNUT AVENUE	HOWARD	ARNDT	906	340,000	320,000		190,000	190,000	390,000	390,000
*SPRINGDALE LANE	TERMINI NORTH	235' NORTH	235	540,000	0	20,000	20,000	0	0	0
HAVEN PLACE	HILLCREST DRIVE	WEST CITY LIMITS	2,700	275,000	275,000		10,000			
<u>OTHER STREETS - EAST SIDE</u>										
N. WEBSTER AVENUE	MAIN STREET	EAST RIVER	450	415,000	370,000		650,000	650,000	185,000	185,000
*EDGEWOOD LANE	HARVEST COURT	165' WEST OF POLARIS COURT	410	190,000	160,000		53,000	36,000	76,000	58,500
*HARVEST COURT	EDGEWOOD LANE	CUL-DE-SAC NORTH	165	115,000	75,000		47,000	35,000	76,000	63,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
LOCAL STREETS TOTAL:			6,216	2,355,000	1,680,000	20,000	1,760,000	1,701,000	832,000	801,500
			1.18 Miles							
2018 CIP SUBTOTAL:			14,186	4,790,000	1,680,000	20,000	3,303,230	1,892,000	2,412,500	1,018,500
			2.69 Miles							

DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>NHS ROUTES - EAST SIDE</u>										
N. WEBSTER AVENUE- WDOT CONSTRUCTION	EAST RIVER	RADISSON STREET	3,975	6,185,000	1,825,000		865,000	175,000		
<u>NHS ROUTES - WEST SIDE</u>										
<u>STP ROUTES - EAST SIDE</u>										
*SITKA STREET, including: SITKA STREET SUPERIOR ROAD	SUPERIOR ROAD GILBERT DRIVE	ONTARIO ROAD SITKA STREET	2480 800	1,200,000	755,000	0	1,400,000	1,065,000	970,000	635,000
<u>STP ROUTES - WEST SIDE</u>										
GRAY STREET - DESIGN	MATHER STREET	VELP AVE	4,520	140,000	140,000					

DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

				PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER PROJECTS</u>										
W. MASON ST. TRAFFIC SIGNAL REPLACEMENT					1,100,000	110,000				
LED TRAFFIC SIGNAL LAMP REPLACEMENT				38 INTERSECTIONS TRHOUGHOUT CITY	1,100,000	110,000				
*RAILROAD CROSSING REPAIRS					460,000	220,000				
<u>BRIDGE REPAIRS</u>										
GENERAL BRIDGE MAINTENANCE				CITYWIDE	45,000	45,000				
WIESNER ST. PEDESTRIAN BRIDGE				BRIDGE REPAIRS	200,000	200,000				
W. MASON OVER BEAVER DAM CREEK				BRIDGE DESIGN	25,000	25,000				
MAIN STREET BRIDGE AT FOX RIVER				BRIDGE REPAIRS/BRIDGETENDER BUILDING/HYDRAULIC SYSTEM WEST SIDE	950,000	950,000				
MASON ST. OVER EAST RIVER-OVERLAY DES.				BRIDGE DECK OVERLAY DESIGN	15,000	15,000				
BRIDGE INSPECTION				REQUIRED ANNUAL INSPECTIONS	15,000	15,000				
TAYLOR STREET OVER BEAVER DAM CREEK				BRIDGE DESIGN	25,000	25,000				
<u>ANNUAL PROJECTS:</u>										
ASPHALT RESURFACING - LOCAL STREETS					1,300,000	1,295,000				
PAVEMENT REPAIRS - RESURFACING PROGRAM					500,000	500,000				
PAVEMENT REPAIRS - ASPHALT PATCHING/SPRAY POTHOLE PATCHING					60,000	60,000				
CONCRETE PAVEMENT REPAIRS - CITYWIDE					550,000	550,000				
MUDJACKING					30,000	30,000				
SIDEWALKS - NEW/REPLACEMENT					360,000	150,000				
<u>* PROJECT CARRIED OVER FROM PREVIOUS YEAR</u>										
							</			

DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>SEWER PROJECTS</u>										
BASIN TELEVISION (BASINS: A,D,G,WW,XX,H,SS,YY)									500,000	500,000
RADISSON ST. SANITARY SEWER RECONSTRUCTION									300,000	300,000
NIAGARA TRAIL SEWER									170,000	170,000
E. MASON SIPHON ELIMINATION									200,000	200,000
*QUINCY STREET LIFT STATION FLAP GATE REPAIR							100,000	100,000		
<u>STORM WATER MANAGEMENT</u>										
DIKE MAINTENANCE							50,000	50,000		
HOWARD STREET-PEARL TO BROADWAY										
DANZ/FARLIN STORM SEWER UPSIZING							800,000	800,000		
*SITKA STREET STORM WATER FACILITY (CONSTRUCTION)							800,000	800,000		
STORM WATER FACILITY VEGETATION MANAGEMENT - 2018							75,000	75,000		
*STREET SWEEPER DEWATERING BASINS							70,000	70,000		
GRANDVIEW STORMWATER FACILITY							1,500,000	0		
BASINS 110/108 STORM SEWER LIFT STATION REPLACEMENT							3,000,000	3,000,000		
BASIN 106 STORM SEWER LIFT STATION REPLACEMENT							2,000,000	2,000,000		
<u>ANNUAL PROJECTS:</u>										
SEWER REPAIRS - CITYWIDE							400,000	400,000	150,000	150,000
TV INSPECTION OF SEWERS (2019)							90,000	90,000	75,000	75,000
SEWER REHABILITATION - RESURFACING PROGRAM							1,500,000	1,500,000	150,000	150,000
MINI-STORM SEWERS - CITYWIDE							650,000	650,000		
ROOT TREATMENT - CITYWIDE									70,000	70,000
CHRONIC SEWER REPAIRS - CITYWIDE									800,000	800,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
MISC. SEWER PROJECTS TOTAL:							11,035,000	9,535,000	2,415,000	2,415,000
TOTAL SEWER COSTS:							16,603,230	12,667,000	5,797,500	4,068,500

**DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM**
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>TIF #12</u>										
ERIE ROAD	800' S/O EAST MASON ST.	SOUTH CITY LIMITS	3,230	1,725,000	1,725,000		1,175,000	1,175,000	630,000	630,000
Grandview East Side Interceptor Sewer	Rocky Arbor	South of East Mason Street							2,400,000	2,400,000
					1,725,000			1,175,000		3,030,000
TOTAL TIF #12					5,930,000					
<u>TIF #14</u>										
*KELLOGG STREET EXTENSION, including: KELLOGG STREET DONALD DRIVER WAY	BROADWAY NORTH TERMINI	DONALD DRIVER WAY EXTENDE KELLOGG STREET EXTENDED	430 310	785,000	700,000		430,000	350,000	240,000	200,000
					700,000			350,000		200,000
TOTAL TIF #14					1,250,000					
<u>TIF #5</u>										
SHIPYARD DEVELOPMENT ARNDT STREET BRIDGE STREET PEARL STREET	BROADWAY BROADWAY WALNUT	PEARL EAST TERMINI SOUTH TERMINI	268 770 1,467	500000	500000		30000	30000	75000	75000
TOTAL TIF #5					605,000					

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

**DEPARTMENT OF PUBLIC WORKS
2019 CAPITAL IMPROVEMENTS PROGRAM**
DRAFT - APPROVED BY COMMON COUNCIL - ### #, 2019

TOTAL PAVEMENTS	\$8,700,000
Fees & Contingencies	1,500,000
Subtotal:	10,200,000
Local Roads Improvement Program	115,000
2018 Funds Carried Over	4,900,000
Vehicle Registration Fees	1,280,000
2019 BOND ISSUE:	\$3,905,000

TOTAL STORM SEWERS	\$12,667,000
Fees & Contingencies	750,000
Subtotal:	13,417,000
2018 Funds Carried Over	3,632,000
Stormwater Utility Budget	3,000,000
Stadium District Tax Money	750,000
2019 BOND ISSUE:	\$6,035,000

TOTAL SANITARY SEWERS	\$4,068,500
Fees & Contingencies	650,000
Subtotal:	4,718,500
2018 Funds Carried Over	1,099,500
Sanitary Sewer District Budget	2,000,000
2019 BOND ISSUE:	\$1,619,000

PARKING RAMP REPAIRS	\$550,000
Fees & Contingencies	100,000
Subtotal:	650,000
2018 Funds Carried Over	0
2019 BOND ISSUE:	\$650,000

DPW GARAGE REPAIRS & EQUIPMENT	
ES SHOP WINDOW REPLACEMENT	15,000
ES SHOP ASBESTOS TILE REPL.	10,000
WS SHOP MEN'S SHOWER RENOV.	15,000
WS SHOP EXTERIOR TUCKPOINTING	100,000
Subtotal:	140,000
2018 Funds Carried Over	0
2019 BOND ISSUE:	\$140,000

PUBLIC WORKS BOND ISSUE SUMMARY

PAVEMENTS	\$3,905,000
DPW GARAGE REPAIRS & EQUIPMENT	\$140,000
STORM SEWERS	\$6,035,000
SANITARY SEWERS	\$1,619,000
PARKING RAMP REPAIRS	\$650,000
TIF #12	\$0
TIF #14	\$0
TIF #5	\$0
TOTAL DPW BONDING REQUEST:	\$12,349,000

TIF SUPPORTED BORROWING: \$0

**STORMWATER UTILITY
SUPPORTED BORROWING: \$6,035,000**

**SANITARY SEWER DISTRICT
SUPPORTED BORROWING: \$1,619,000**

LEVY SUPPORTED BORROWING: \$4,695,000

TOTAL: \$12,349,000

**PREVIOUS DEPARTMENT
OF PUBLIC WORKS
BOND ISSUES**

YEAR	AMOUNT*
2018	\$8,480,000
2017	\$12,475,000
2016	\$9,700,000
2015	\$7,120,000
2014	\$4,191,500
2013	\$4,861,000
2012	\$4,080,000
2011	\$4,400,000
2010	\$3,300,000
2009	\$6,060,000
2008	\$4,080,000
2007	\$3,425,000
2006	\$3,915,000
2005	\$8,000,000
2004	\$5,075,000
2003	\$6,385,000
2002	\$5,130,000
2001	\$5,190,000
2000	\$3,555,000
1999	\$4,215,000
1998	\$7,030,000
1997	\$5,580,000
1996	\$4,810,000
1995	\$4,345,000
1994	\$5,600,000
1993	\$5,850,000
1992	\$4,830,000
1991	\$4,090,000
1990	\$4,505,000
1989	\$2,970,000
1988	\$2,935,000
1987	\$3,950,000
1986	\$4,600,000

1985 \$4,760,000

**Note: Does not include
TIF supported borrowing*

Wheel Tax Revenue Summary

Item	amount
N. Webster- East River to Main Street	\$ 46,132.00
N. Webster- East river to Radisson Steet	\$ 182,432.00
Resurfacing Program	\$ 438,833.00
S. Chestnut- Howard Street to Arndt Street	\$ 68,705.00
S. Chestnut- W. Mason Street to south cul-de-sac	\$ 47,388.00
Total road projects	\$ 783,490.00
Pavement maintenance materials	\$ 100,000.00
Haven Place Resurfacing	\$ 275,000.00
	\$ -
Capital Reserve Account	\$ 121,510.00
Railroad Crossing Upgrades	\$ 220,000.00
Total	\$ 1,500,000.00



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.4.

To approve McMahon Contract Amendment No. 7 for 2019 storm water facility vegetation maintenance in the amount of \$14,680.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.5.

To approve NES Ecological Services – A Division of Robert E. Lee & Associates, Contract Amendment No. 6 for 2019 storm water facility maintenance in the amount of \$49,050.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.6.

To approve the report of the Purchasing Manager to purchase a Trailer Mounted Dewatering Pump for the Sanitary Sewer Department to United Rental for \$30,725.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4-10-19 IS Mtg Pump



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I&S Committee
 FR: Rick Jensen, Purchasing Manager
 DT: April 10, 2019
 RE: Purchasing Report
 Cc: Steve Grenier, James Brunette, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase a Trailer Mounted Dewatering Pump for the Sanitary Sewer Department to United Rental for \$30,725.

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Dewatering Pump - DPW Sanitation		428520-55150 San. Sewer New Equip.	United Rental	3	\$30,725

CITY OF GREEN BAY QUOTE SUMMARY

Trailer Mounted Pump

	VENDOR #1	VENDOR #2	VENDOR #3
Dept: DPW/Sanitation	UNITED RENTAL	EIS EQUIPMENT	FRANKLIN EQUIPMENT
Req #52			
DESCRIPTION	PRICE	PRICE	PRICE
Wacker Neuson APT6 Pump	\$ 29,255.00	\$ 30,800.00	\$ 35,500.00
Suction Host qtyx4	\$ 1,420.00	\$ 2,140.00	\$ 1,820.00
Suction Strainer	\$ 50.00	\$ 105.00	\$ 186.00
TOTAL:	\$ 30,725.00	\$ 33,045.00	\$ 37,506.00

Recommendation: Award to the lowest responsive, responsible vendor United Rental in the amount of \$30,725.00



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.7.

To approve the award of the following contracts:

A. PARKS PROJECT 1-19 (RED SMITH PARK SHELTER) to the low responsive bidder, MJJ Building Services, LLC, in the amount of \$318,000.00.

B. PARKS PROJECT 2-19 (EAST RIVER OPTIMIST PARK) to the low responsive bidder, Peters Concrete, Inc., in the amount of \$348,964.40.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public PARKS PROJECT 1-19 (RED SMITH PARK SHELTER)
2. Bid Summary - Public PARKS PROJECT 2-19 (EAST RIVER OPTIMIST PARK)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKS PROJECT 1-19 (RED SMITH PARK SHELTER)

Tuesday, April 2, 2019

Contractor	Bid	Bid Bond
MJI BUILDING SERVICE, LLC	\$318,000	5%
MILBACH CONSTRUCTION SERVICES, CO.	\$425,300	5%
BADGERLAND BUILDINGS, INC.	\$479,870	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKS PROJECT 2-19 (EAST RIVER OPTIMIST PARK)

Tuesday, April 2, 2019

Contractor	Bid	Bid Bond
PETERS CONCRETE CO.	\$348,964.40	5%
ADVANCE CONSTRUCTION, INC.	\$399,850.76	5%
Any questions, call 920-448-3100		



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.8.

To conditionally approve the applications for a Concrete Sidewalk Builder's License for Items 8. C and D contingent upon a positive review of references, and to approve the applications for a Concrete Sidewalk Builder's License for Items 8. A, B, E, F, G, H, I, J, and K.

- A. Allied Concrete Construction, Inc.
- B. Baeten Concrete LLC
- C. Chris Marto Concrete LLC
- D. Concrete Cutters, Inc.
- E. E & I Concrete Construction
- F. Frank O. Zeise Construction Co., Inc.
- G. JD Concrete Corporation
- H. Loch Construction Co., Inc.
- I. RG Hendricks & Sons Construction Co., Inc.
- J. S & J Concrete LLC
- K. Verheyen Construction LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.9.

To conditionally approve the application for a Tree & Brush Trimmer License for Item 9. A contingent upon a positive review of references, and to approve the applications for Tree & Brush Trimmer Licenses for Items 9. B and C.

- A. Brickyard Contracts
- B. Bucklin Tree Service LLC
- C. Treeo's Tree Service, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # N.10.

To approve applications for Underground Sprinkler System Licenses by the following:

- A. Irrigation Doctors LLC
- B. The Sprinkler Company

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.I.

To approve an appeal by Luke Froeba regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. APPEAL



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.2.

To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their outdoor premise to include their rear parking lot April 20 from 11 a.m. until 6 p.m. for a benefit, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RICHARD CRANIUMS



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.3.

To approve an application for a Class "B" Beverage and "Class C" Wine license for El Dorado LLC at 923 W. Mason, contingent upon the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. sharpscans@greenbaywi.gov_20190403_083031



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.4.

To approve a request by Sardine Can at 128 S. Broadway to temporarily extend their licensed premise to their parking lot for special events June 19, July 10, August 7 and August 24, subject to complaint and with the condition that the license holder work with the Police Department on appropriate security, fencing, and outdoor bathrooms.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Block Party Map 2019 (2)
2. request
3. SARDINE CAN



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.5.

To hold a request by Ald. Brunette, which reads: "For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status. My overarching concern is for the City and the Oneida Nation-in goodwill- to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20190320_085319



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 3/19 /19

Request of Alderperson Jesse Brunette

Refer to: Protection and Policy

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.

For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status.

My overarching concern is for the City and the Oneida Nation - in goodwill - to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment.



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.6.

To refer to staff a request by Ald. Dorff, which reads: "I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan. I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan. Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy," previously held from the March 25 Protection & Policy Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190320_085331



**PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY**

Date of Council Meeting: March 19th 2019

Request of Alderperson Barbara A. Dorff, District One

Refer to: Protection and Policy

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.

I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan.

I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan.

Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy.



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.7.

To approve an application for the 2019-2020 liquor license season for a Class "A" Beer and "Class A" liquor (cider only) for Van Zeeland Oil Co. Inc. at 601 N. Military Ave. with a licensed premise as "convenience store/gas station one store building 40' x 60'. (currently licensed as a Class "A" Beer and "Class A" liquor license), contingent upon the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190408_150850



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.8.

To receive and place on file a request by Ald. Kathy Lefebvre that states: "I request that we look at street assessments for non profits-example Paul's Pantry N. Webster. Their assessment is \$17,000 and I feel this will take away from the vital services they provide. I do believe they should pay something-maybe half."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. P & P Late Communication 4-1-19



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: April 1, 2019

Request of Alderperson Kathy Lefebvre

Refer to: Protection & Policy

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.

I request that we look at Street assessments for non profits - example Paula's Pantry n. Webster. Their assessment is \$17,000 and I feel this will take away from the vital services they provide. I do believe they should pay something - maybe half.



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

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # O.9.

To receive and place on file the Liquor Violation Report from the Police Department for April 8, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report April 8 2019
2. 19LiqVio

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

April 15, 2019

The Protection and Policy 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

Ahearn, Amil S
Colby, Mary R
Cropsey, Kyle M
Hansen, Michelle L
Heling, Travis C
Jerovetz, Nicole L
Johnson, Joshua J
Kolodziej, Austin J
McLeod, Gerald R
Miller, Brittany A
Moua, Susan
Mueller, Karieme D
Murphy, Susan M
Nachtwey, Amber L
Phillips, Bryant J
Tegen, Amber M
Thorstenson, Donna M.
Wallace, Kristine B
Wold, Alexander W



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 15, 2019

PREPARED BY

AGENDA ITEM # Q.2.

To deny signing the Brown County Tax Collection Agreement for December 2019 to February 2020, but to provide additional information on a break even point for the interest rate for the Council meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2019-2020 City of Green Bay Tax Collection Agreement-Fillable

**BROWN COUNTY TAX COLLECTION AGREEMENT
DECEMBER 2019 TO FEBRUARY 2020**

This Agreement is entered into by and between **the County of Brown ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the **City of Green Bay ('Municipality')**. This Agreement is made pursuant to Wis. Stats. § 74.10, which allows a WI County to contract with WI Municipalities for tax collection services, and pursuant to Wis. Stat. § 66.0301, which allows a WI County to enter into Intergovernmental Agreements with WI Municipalities.

Municipality desires for County to perform **Tax Collection Services ('Services')** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from December 2019 to February 2020.
2. Municipality's Clerk shall provide all **approved** 2019 tax rates to the Brown County Treasurer's Office by December 2, 2019.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills for Municipality, specifying the first installment payment, second installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the tax bills to the United States Postal Service.
4. County, via the Brown County Treasurer, shall invoice Municipality for actual postage costs incurred due to mailing bills to taxpayers, which shall be paid by Municipality on or before January 31, 2020.
5. County, via the Brown County Treasurer, shall process the first installment, second installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
6. County, via the Brown County Treasurer, shall deposit collections in Municipality's specified bank account on or about 01-03-2020, 01-17-2020, 02-05-2020 and 02-12-2020. Municipality shall have full control of said bank account.
7. County, via the Brown County Treasurer, shall provide an electronic *Real Estate Tax, Special Charges & Special Assessments, and Personal Property Tax Report* to Municipality with each deposit.
8. County, via the Brown County Treasurer, shall provide a receipt to taxpayers that pay in person at the Brown County Treasurer's Office.
9. **Due to County recently acquiring new Land Records software for the Land Information Office called GCS LandNav, which is also utilized by the Brown County Treasurer for tax collection purposes, only the Brown County Treasurer and County Authorized Banks may receive tax payments per this Agreement, and the Brown County Treasurer will only process payments made in this manner. Payments made directly to Municipalities will not be processed by the Brown County Treasurer per this Agreement.**
10. Municipality shall settle with County for all collections received, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, on or before February 20, 2020 and Municipality shall pay all taxing districts their proportionate share of levies collected based on information provided by the Brown County Treasurer's Office.
11. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty days prior written notice. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.

12. **Also due to County utilizing GCS LandNav software**, County shall collect **BOTH Real Property Taxes** (including Special Charges and Special Assessments) **AND Personal Property Taxes** on behalf of Municipality.
13. Municipality Payment to County: **\$0.00 per Property Tax Bill; and Actual Postage Costs.**
14. Municipality agrees to place parking meter covers (“hoods”) on eight specific parking meters, at no charge to County, from 12-09-2019 to 01-31-2020, so that taxpayers may park at said meters free of charge while paying their tax bills at the Brown County Treasurer’s Office. In particular, Municipality shall place and remove hoods in accordance with the above date range, and as follows: parking meter numbers 2114, 2115 and 2116 on Adams Street shall be hooded; parking meter numbers 3100, 3101, 3102, 3103, and 3104 on Jefferson Street shall be hooded; and taxpayers shall be allowed to park at said meters free of charge and at no cost to County during said date range. In addition, Municipality shall provide five parking passes for the five Limited Term Employees (LTEs) the Brown County Treasurer hires to assist with carrying out the provisions of this Agreement for use during the months of December 2019 and January 2020. Said five parking passes shall be provided without charge to County to provide to the five LTEs. The hoods placed on the three parking meters on Adams Street shall have language on them substantially similar to the following: *“Free Parking for Tax Payments Only – Additional Free Parking for Tax Payments on Jefferson Street.”* The hoods placed on the five parking meters on Jefferson Street shall have language on them substantially similar to the following: *“Free Parking for Tax Payments Only.”* Signs with language substantially similar to the above may be placed on Adams Street and/or on Jefferson Street in lieu of placing language substantially similar to the above on the hoods, but either way said meters shall be hooded for free parking during said date ranges, meaning there shall be no charge to County for placing and removing hoods on said parking meters as described above, and no charge to County and/or individuals utilizing said parking meters as described above during said date range.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

City of Green Bay	Brown County
Name of Municipality	Name of County
	Troy Streckenbach
Printed Name of Individual Signing on Behalf of Municipality	Name of Individual Signing on Behalf of County
	Brown County Executive
Printed Title of Individual Signing on Behalf of Municipality	Title of Individual Signing on Behalf of County
X	X
Signature of Individual Signing on Behalf of Municipality	Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
	(920) 448-4001
Phone Number	Phone Number

Detail Summary of Projects Issued

3/1/2019 to 3/31/2019

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
76236	2112 PACKERLAND DR..6H-3377	JONGMA HOMES LLC	JONGMA HOMES, LLC	\$1,238.78	\$200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY - ONE STORY PLUS FULL BASEMENT W/ATTACHED GARAGE						
76398	1114 SHADOW LN..1-2299	TITLETOWN HOMES LLC	CRI DEVELOPMENT	\$1,085.33	\$214,000.00	Pending
[01-101 - Single Family House, Detached] (old house moved to new location) Then new single family house will be built.						
86413	3520 CHURCH RD..22-2032	TJDM LLC	CRI DEVELOPMENT	\$1,293.94	\$226,000.00	Pending
[01-101 - Single Family House, Detached] New Single Family Home 1-Story Plus Basement						
86414	3516 CHURCH RD..22-2033	TJDM LLC	CRI DEVELOPMENT	\$1,224.10	\$220,000.00	Pending
[01-101 - Single Family House, Detached] New Single Family Home 1-Story Plus Basement						
86415	1035 NEVILLE AV..18-268	GREATER GREEN BAY HABITAT FOR HUMANITY INC	HABITAT FOR HUMANITY	\$841.27	\$90,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE STORY HOME WITH DETACHED GARAGE						
86416	906 WAVERLY PL..1-1369-A	GREATER GREEN BAY HABITAT FOR HUMANITY INC	HABITAT FOR HUMANITY	\$892.66	\$90,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY WITH DETACHED GARAGE						
86439	2917 GRAND CYPRESS LN..22-2051	TJDM LLC	PAUL COLLETTE CONSTRUCTION LLC	\$1,442.67	\$275,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY WITH ATTACHED GARAGE						
86440	3680 CHURCH RD..22-2108	TJDM LLC	PAUL COLLETTE CONSTRUCTION LLC	\$1,255.19	\$230,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY HOME W/ATTACHED GARAGE						
86453	3257 E TWIN PINES CT..21-7758	ANTHONY J & PATRICIA A COUSINEAU	C&C CUSTOMER BUILDERS	\$1,694.64	\$696,196.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY HOME W/ATTACHED GARAGE						
76368	1646 LOUISE ST..21-1338	JASON A FROELICH	COEL CONSTRUCTION	\$259.63	\$25,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] EGRESS WINDOW IN OFFICE. -ENGINEERED PLANS TO TRIM FLOOR JOISTS TO GET 7'CEILING HEIGHT.						
76369	424 SILVER SPRING DR..6-2858	DARICE A HANNON	SPECIALTY DESIGN & CONSTR LLC	\$225.00	\$9,600.00	Pending
[02-434 - Single-Family Residential Building, Alteration] ADD 1/2 BATH OFF KITCHEN						
76375	415 KRISTY LEE CT..21-8206	JOHN P & EMILY A D ANGELO	PRK CONSTRUCTION	\$342.75	\$35,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] TO INCLUDE BATHROOM BUT NO BEDROOM						
86393	1132 HIGHVIEW LN..6-666	STEVEN J & HEIDI L GILLIS	VAN'S LUMBER & CUSTOM BUILDERS	\$225.00	\$46,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration]						
86412	1130 STUART ST..14-997	REDEVELOPMENT AUTHORITY OF CITY OF GREEN BAY	ADZ CONSTRUCTION LLC	\$305.00	\$70,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] RDA project, list of approved proposal in drag.						
86417	882 HUBBARD ST..5-554	ERIVAN ENTERPRISES LLC	T.S. ENTERPRISES LLC	\$255.00	\$0.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Kitchen, bathroom, exterior steps (already done), etc. HOLD CO Until complaint is closed - PaulVC						

86422	860 DIVISION ST..5-1425 [02-434 - Single-Family Residential Building, Alteration]	MCKENZIE N MACLAINE	PROPERTY WISE	\$205.00	\$5,250.00	Pending
86441	563 N HENRY ST..21-2249 [02-434 - Single-Family Residential Building, Alteration] PER COMPLAINT 85785 -NEW ELECTRIC, NEW PLUMBING, NEW DRYWALL ONLY PER CONTRACTOR???	S & R RENOVATIONS LLC ETAL	WRIGHT CHOICE REMODELING	\$360.00	\$1,000.00	Pending
86462	1262 MATHER ST..18-1364 [02-434 - Single-Family Residential Building, Alteration] PER COMPLAINT 89174, SEE NOTES. RESTORING TO PREVIOUS CONDITION.	DARRELL R FOLGER	CLAUDIO BARAJAS	\$50.00	\$500.00	Pending
86463	2637 HAZELWOOD LN..6H-1863 [02-434 - Single-Family Residential Building, Alteration] ONE SECTION OF BASEMENT TO BE USED FOR STORAGE AND JUST FRAMED AND INSULATED STUDDING WALLS IN BASEMENT-NEW ADDITION. STORAGE AREA FOR HOUSEHOLD GOODS.	JOHN & BONNIE MC MAHON	JOHN & BONNIE MC MAHON	\$50.00	\$200.00	Closed
86498	409 N MAPLE AV..5-1006 [02-434 - Single-Family Residential Building, Alteration] OK PER PAUL MARTELL, INSPECTOR ON SITE FOR PERMIT ISSUANCE. REPAIR FLOOR JOISTS	GREEN BAY HOUSING AUTHORITY	PAMPERIN CONSTRUCTION	\$0.00	\$1,900.00	Closed
86582	1953 OAKDALE AV..21-1838-1 [02-434 - Single-Family Residential Building, Alteration]	GRICELDA & ALBERTO GUTIERREZ	OWNER	\$125.00	\$500.00	Pending
86641	901 S GREENWOOD AV..2-924 [02-434 - Single-Family Residential Building, Alteration] -CAP CHIMNEY -SEAL ANY OPENINGS -LABEL CHIMNEY "CLOSED OFF"	MGB CONSTRUCTION LLC	MGB CONSTRUCTION LLC	\$50.00	\$800.00	Pending
86655	1738 FARLIN AV..19-406 [02-434 - Single-Family Residential Building, Alteration] INTERIOR DEMO AFTER FIRE.	V R DEVELOPMENT LLC	VAN RITE & FATHER	\$50.00	\$1,000.00	Pending
86421	2176 WOODCREST DR..6H-3276 [03-434 - Addition to Single-Multi Family Residential Units] SCREEN ROOM	JOHN E & EILEEN C ALLMAN	LEGACY SUNROOMS	\$100.00	\$26,120.00	Pending
86474	1108 N WEBSTER AV..20-26 [05-645 - Raze Sungle-Family house(attached or detached)]	PRIVATE PORTFOLIO LLC	BADGERLAND DEMOLITION	\$25.00	\$6,800.00	Pending
86475	1106 N WEBSTER AV..7-471 [05-645 - Raze Sungle-Family house(attached or detached)]	RICHARD J & BONNIE L DETIEGE SR	BADGERLAND DEMOLITION	\$25.00	\$9,800.00	Pending
86512	1114 SHADOW LN..1-2299 [05-645 - Raze Sungle-Family house(attached or detached)] -Raze house and then build new house per project 76398 -No plumbing caping as new house being built in place -EC permit applied from New Home Permit to be grouped with this project.	TITLETOWN HOMES LLC	CRI DEVELOPMENT	\$50.00	\$11,000.00	Pending
75680	1341 CASS ST , Unit: UNIT 1..17-448 [08-104 - 3-4 Family Building (refer to 06-103).] ONE PROJECT BROKEN INTO 3 PROJE3CTS. ALL THE PLANS ARE UNDER PROJECT 74816, BUT THE PEMITS ARE BUILDING SPECIFIC ASSIGNED TO UNIT 1 IN THAT BUILDING. 3 BUILDINGS - FRIAR, 12 UNIT TOWNHOMES, AND 8 UNIT TOWNHOME	FRANCISCAN FATHERS	COMMONWEALTH CONSTRUCTION CORP	\$8,925.24	\$1,544,928.00	Pending
75681	628 S BAIRD ST , Unit: UNIT 1..17-448 [08-104 - 3-4 Family Building (refer to 06-103).] ONE PROJECT BROKEN INTO 3 PROJE3CTS. ALL THE PLANS ARE UNDER PROJECT 74816, BUT THE PEMITS ARE BUILDING SPECIFIC ASSIGNED TO UNIT 1 IN THAT BUILDING. 3 BUILDINGS - FRIAR, 12 UNIT TOWNHOMES, AND 8 UNIT TOWNHOME	FRANCISCAN FATHERS	COMMONWEALTH CONSTRUCTION CORP	\$5,618.55	\$1,029,952.00	Pending
86471	935 DIVISION ST..5-451 [10-434 - Multi-Family Residential Building Alteration] ADDING 4 BATH FANS, ADDING ELECTRIC HEAT IN2 BEDROOMS, ADDING GFI WHERE NEEDED, ADDING LIGHTS TO BASEMENT	LEE VAN LAANEN	COVER ALL LLC	\$302.00	\$20,000.00	Pending
75514	926 VANDERBRAAK ST..20-271 [11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).] EC permit approved. \$5000 SW Bond needed. PAID - OK	PAULS PANTRY INC	ZEISE CONSTRUCTION	\$5,860.18	\$1,200,000.00	Pending
69371	3205 YEAGER DR..21-180-10 [12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Building expansion(21,080 SF) and adding parking stalls. -Permit issued just for Parking lot now(9-12-17) and then building to follow in spring. See permit	I C P PROPERTIES LLC	BAYLAND BUILDINGS INC	\$6,321.28	\$74,246.00	Pending

74816	645 S IRWIN AV..17-448	FRANCISCAN FATHERS	COMMONWEALTH CONSTRUCTION CORP	\$19,000.12	\$2,526,629.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ONE PROJECT BROKEN INTO 3 PROJECTS. ALL THE PLANS ARE UNDER THIS PROJECT, BUT THE PERMITS ARE BUILDING SPECIFIC AND ASSIGNED TO UNIT1 IN EACH BUILDING. 3 BUILDINGS - FRIAR, 12 UNIT TOWNHOMES, AND 8 UNIT TOWNHOME SWM BOND NEEDED 10,000 = PAID, ok -EC permit issued						
75533	2625 W MASON ST..6H-1137-10	DAVID E SCHANOCK	PETER SCHWABE INC	\$1,927.14	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
75744	500 S WASHINGTON ST..13-183	WASHINGTON STREET RIVER PROPERTIES LLC	SCHUH CONSTRUCTION	\$6,503.00	\$1,464,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
76201	1230 BAY BEACH RD..20-695	MC DONALD LUMBER CO	MIRON CONSTRUCTION	\$4,987.67	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Boat dealership to Children's Museum						
76329	1011 TONY CANADEO RUN..1-1841-K	LVP SHS GREEN BAY LLC	ALLIED CONSTRUCTION MANAGEMENT	\$360.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
76386	835 S VAN BUREN ST..16-293	ST VINCENT HOSPITAL	IEI GENERAL CONTRACTORS	\$1,448.25	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
86431	340 N BROADWAY , Unit: SUITE 462..5-1752	DDL HOLDINGS LLC	DJM CONSTRUCTION	\$2,136.66	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Suites 462 & 468						
86434	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	IEI GENERAL CONTRACTORS	\$430.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Rm 2089 & 2090						
86455	1238-11 MAIN ST..8-851	LIZA RAE LLC	SINDUSTRY	\$240.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Per manufactured specifications.						
86496	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	JOS. SCHMITT & SONS CONST. INC.	\$768.80	\$170,574.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] AURORA BAYCARE LINAC REPLACEMENT						
86503	1621 MAIN ST..21-2005-3	WILLIAM R WINTON II	MILLENNIUM CONSTRUCTION	\$70.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ONLY DEMOLITION						
86596	701 CHERRY ST..10-61	BROOKVIEW MEADOWS LLC	OWNER	\$70.00	\$34,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
75483	1567 DECKNER AV..8-391	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SULLIVAN	IEI GENERAL CONTRACTORS	\$9,652.25	\$0.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] -SWB needed for \$5000 *PAID ON 2-26-19, DONE						
75484	2130 BASTEN ST..21-296-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT DANZ	MIRON CONSTRUCTION	\$12,036.76	\$2,700,000.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] \$5000 SWB NEEDED --*PAID ON 2-26-19, DONE -EC approved.						
76157	544 ACME ST..21-1200	GREEN BAY DRESSED BEEF LLC	SCHUH CONSTRUCTION	\$3,166.95	\$2,600,000.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] Wastewater, cooler and parking lot expansion -\$10,000 SWB PAID 3-21-19						
86448	2600 LARSEN RD ..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	OWNER	\$120.00	\$18,000.00	Pending
[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] ERECTION OF A HOOP HOUSE, WITH SHADE CLOTH WITH 3 END WALLS, TO BE USED AS A TEMPORARY BUTTERFLY HOUSE/EXHIBIT FOR THE SUMMERS OF 2019 AND POSSIBLY 2020. AREA OF CONSTRUCTION IS FENCED (FORMER GARDEN) AND IS 4500 SF.						
86454	2276 E MASON ST..21-126-5	ZHENDE CHEN	OWNER	\$70.00	\$0.00	Pending
[15-649 - Raze Commercial Building or other Structure] (OLD CAR CANOPIES FROM SONIC)						
86638	1027 EASTMAN AV..7-466	LEONEL CORTES	OWNER	\$50.00	\$0.00	Pending

[21-649 - Demolition of all Other Buildings or Structures] TEAR GARAGE DOWN

86497	1861 NEAL CT..21-2971	KIMBERLY YANG & FA SENG LEE	OWNER	\$50.00	\$700.00	Pending
[22-328 - Shed, Yard Building] 8X10 FT SHED						
86593	1620 CHICAGO ST..21-1277-1	ROBERT J ASHTON	OWNER	\$50.00	\$1,250.00	Pending
[22-328 - Shed, Yard Building] 12 X 16 PRE-BUILT KIT ON WOOD FLOOR						
86389	3081 OPEN GATE TR..6H-2680		TUNDRALAND	\$100.00	\$14,036.00	Pending
[23-434 - Deck, Porch, Patio] BUILD NEW DECK WITHOUT RAILINGS						
86470	811 9th ST..1-1382	RONALD J & BONNIE J ZEUTZIUS JR	OWNER	\$50.00	\$200.00	Pending
[23-434 - Deck, Porch, Patio] UPPER AND SIDE DECKS						
86513	815 S FISK ST..6-322-B	DAREL C ANGUS	OWNER	\$100.00	\$1,000.00	Closed
[23-434 - Deck, Porch, Patio]						
86539	1926 DEBRA LN..21-820-M-62-A	JOSE A REYNOSO MARTINEZ	OWNER	\$50.00	\$1,700.00	Pending
[23-434 - Deck, Porch, Patio]						
86564	1138 W MASON ST..2-45-3	JEFFERY G & KAREN R BAIRD	OWNER	\$70.00	\$4,500.00	Pending
[24-*** - Siding] STONE VENEER						
86486	831 RAYMOND ST..2-1382	MICHAEL W & DAWN M WRIGHT	OWNER	\$50.00	\$800.00	Pending
[26-*** - Fireplace, Chimney] OWNER WILL HAVE SPECS AND INSTALLED PER MANUFACTURED RECOMMENDATIONS						
86605	1230 SHAWANO AV..3-1184	MAGGIE N LAPOINT	ZSK ENTERPRISE INC	\$50.00	\$2,000.00	Pending
[28-434 - Foundation Repair] 4" SLAB						
86553	331 S ADAMS ST..13-78	AGING & DISABILITY RESOURCE CNTR OF BROWN CO INC	NORTHEASTERN ROOFING INC	\$70.00	\$54,000.00	Pending
[33-*** - Roofing] FLAT RUBBER, INSTALL NEW TPO ROOF (3500 SF)						
86419	3805 HUMBOLDT RD..21-391	SKYLER & CARRIE VANWINKLE	BRYAN MCEVEN	\$50.00	\$20,000.00	Pending
[35-*** - Driveway Expansion] 420' OF DRIVEWAY FROM STREET TO HOUSE						
86442	133 S ONEIDA ST..3-273	DELTON L & KATHERINE BONGEL	DELTON L & KATHERINE BONGEL	\$50.00	\$2,000.00	Closed
[35-*** - Driveway Expansion] REPLACE DRIVEWAY IN KIND						
86456	3328 DAVIES AV..22-1649	DAVID R & RACHELLE E LUCERO	CUSTOM FENCE	\$50.00	\$2,339.00	Pending
[36-*** - Fence] 4' CHAINLINK IN REAR						
86572	849 VENUS DR..21-4644	ROBERTA JOAN SHENK	CUSTOM FENCE	\$50.00	\$2,538.00	Pending
[36-*** - Fence] 4' chainlink in side and rear						
86587	1244 7th ST..1-1730	MICHAEL A & KIMBERLY A GARDNER	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$8,084.00	Pending
[36-*** - Fence] 6' hight white cedar privacy fence with 4' wide gate. Replace chainlink fence.						
86592	1220 HICKORY HILL DR..2-68-A	MATTHEW D & REBECCA K CLISCH	MI T FENCE LLC	\$50.00	\$3,012.26	Pending
[36-*** - Fence] SIDE AND REAR OF PROPERTY						
86595	847 COLONIAL AV..2-1156	SHAUNA E HENDRICKS	VALLEY CUSTOM FENCE LLC	\$50.00	\$7,226.00	Pending
[36-*** - Fence] REAR YARD PERIMETER FENCE WITH GATE ON EACH SIDE OF HOUSE						
86615	403 14th AV..3-763	NATHAN S & ERIN A REMAKER	LITTLE ROCK FENCE	\$50.00	\$1,760.00	Pending

[36-*** - Fence] Finish fence around property rear and one side

86626	333 PINE ST..11-7	GREEN BAY CITY OF PARKING UTILITY COMMISSION	ZEISE CONSTRUCTION	\$0.00	\$0.00	Pending
--------------	-------------------	---	--------------------	--------	--------	---------

[36-*** - Fence] ON CITY PROPERTY BY PARKING RAMP FOR SCHREIBER FOODS EMPLOYEE ENTRANCE

86642	1659 BOLAND RD..6-1394	ANN M & TIMOTHY W MCCARRELL	OWNER	\$50.00	\$3,900.00	Pending
--------------	------------------------	--------------------------------	-------	---------	------------	---------

[36-*** - Fence] 6' SOILID WOOD FENCE FROM REAR SIDE OF HOUSE AROUND PERIMETER BACK CORNER OF GARAGE AND CHAINLINK FENCE FROM CORNER OF HOUSE TO CORNER OF GARAGE.

86644	1201 E WALNUT ST..14-203	JORGE PEREZ GONZALES	JORGE PEREZ GONZALES	\$50.00	\$1,200.00	Pending
--------------	--------------------------	----------------------	----------------------	---------	------------	---------

[36-*** - Fence] FROM FRONT CORNER OF HOUSE TO PROPERTY AND PARTIAL WAY DOWN PROPERTY LINE.

86658	1230 SAND HILL DR..6H-3614	LAWRENCE W & SHELLY L WILLIAMS	LAWRENCE W & SHELLY L WILLIAMS	\$50.00	\$2,100.00	Pending
--------------	----------------------------	-----------------------------------	-----------------------------------	---------	------------	---------

[36-*** - Fence] PRIVACY FENCE

74818	1600 S ASHLAND AV..1-1097	HILGENBERG PROPERTIES LLP	CREATIVE SIGN COMPANY	\$92.01	\$4,470.00	Pending
--------------	---------------------------	---------------------------	-----------------------	---------	------------	---------

[37-329 - Signs] Replaces existing wall sign

76219	314 S MADISON ST..13-111	CASA ALBA MELANIE HISPANIC COM RESC CNTR GB INC	CREATIVE SIGN COMPANY	\$97.81	\$3,195.00	Pending
--------------	--------------------------	--	-----------------------	---------	------------	---------

[37-329 - Signs] NEW WALL SIGN

76272	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	CREATIVE SIGN COMPANY	\$211.16	\$0.00	Pending
--------------	--------------------------	--	-----------------------	----------	--------	---------

[37-329 - Signs]

86444	1623 CASS ST..21-1278-1	JM GREEN BAY LLC	CREATIVE SIGN COMPANY	\$83.60	\$3,785.00	Pending
--------------	-------------------------	------------------	-----------------------	---------	------------	---------

[37-329 - Signs]

86490	2425 W MASON ST..6H-1110-8	CARL E & RAMONA M MALEPORT	REINHOLD SIGNS	\$177.56	\$3,390.00	Pending
--------------	----------------------------	-------------------------------	----------------	----------	------------	---------

[37-329 - Signs] Installation of one 120 sf (4.83' X 25') non-illuminated wall sign on the north building façade and one 47.33 sf (4 X 11.83') non-illuminated wall sign on the east building façade

86541	826 VANDERBRAAK ST..20-282	ELR INVESTMENT PROPERTIES	APPLETON SIGN COMPANY	\$85.10	\$3,665.00	Pending
--------------	----------------------------	---------------------------	-----------------------	---------	------------	---------

[37-329 - Signs] Install 17 sq ft (1.7 ft X 10 Ft) wall sign as well as 3.25' X 35.5 ft aluminum backing panel on north facade

86563	905 S ROOSEVELT ST..17-314	STEVEN T & PATRICIA A KING	VANRITE PLUMBING	\$1,000.00	\$4,200.00	Closed
--------------	----------------------------	----------------------------	------------------	------------	------------	--------

[40-*** - Sanitary Sewers] INSTAL 75' OF 4" STORM SEWER

75505	1726 SHAWANO AV..6-235-A	ST MARYS HOSPITAL MC ACCOUNTING	AUGUST WINTER & SONS	\$70.00	\$130,000.00	Pending
--------------	--------------------------	------------------------------------	----------------------	---------	--------------	---------

[44-*** - Water heaters/Appliances] WATER HEATER

86460	1518 WESTERN AV..6-135-C	SAS EQUITIES LLC	NEWCAP, INC.	\$30.00	\$0.00	Closed
--------------	--------------------------	------------------	--------------	---------	--------	--------

[44-*** - Water heaters/Appliances] WATER HEATER

86461	313 N BROADWAY..5-590	FORT HOWARD NEW TOWN LLC	LINDQUIST HEATING & PLUMBING	\$140.00	\$0.00	Closed
--------------	-----------------------	--------------------------	---------------------------------	----------	--------	--------

[44-*** - Water heaters/Appliances] WATER HEATER

86502	1574 CHARLES ST..8-418	ERIC J & JANELLE T JANDRAIN	LORITZ PLUMBING	\$30.00	\$500.00	Closed
--------------	------------------------	-----------------------------	-----------------	---------	----------	--------

[44-*** - Water heaters/Appliances] NEW WATER HEATER DUE TO FLOODING.

86517	1612 LOUISE ST..21-1334-22	ERIC SCHMOLL	NEWCAP, INC.	\$60.00	\$0.00	Pending
--------------	----------------------------	--------------	--------------	---------	--------	---------

[44-*** - Water heaters/Appliances] WATER HEATER (2)

86527	1539 E MASON ST..8-493	MCALLISTER PROPERTIES LLC	ROYAL FLUSH PLUMBING	\$30.00	\$2,000.00	Closed
--------------	------------------------	---------------------------	----------------------	---------	------------	--------

[44-*** - Water Heater/Appliances
] WATER HEATER REPLACEMENT 2019 SPRING FLOOD EVENT

86604	1053 MORaine WAY..6-2787	GERALD C & GLORIA P BIGELOW	EAND A PLUMBING	\$70.00	\$0.00	Closed
--------------	--------------------------	--------------------------------	-----------------	---------	--------	--------

[44-*** - Water heaters/Appliances] WATER HEATER

86610	741 ABRAMS ST , Unit: SUITE 6..21-1343-3	PAUL E SOLETSKI	LINDQUIST HEATING & PLUMBING	\$70.00	\$800.00	Pending
-------	--	-----------------	------------------------------	---------	----------	---------

[44-*** - Water heaters/Appliances] WATER HEATER

86618	431 N ASHLAND AV..5-1070-B	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	VANDENHEUVEL PLUMBING	\$30.00	\$0.00	Pending
-------	----------------------------	--	-----------------------	---------	--------	---------

[44-*** - Water heaters/Appliances] WATER HEATER

86629	929 UNIVERSITY AV..7-583	CITY OF GREEN BAY-CLERK	EDWIN C GAROT CO	\$0.00	\$1,200.00	Pending
-------	--------------------------	-------------------------	------------------	--------	------------	---------

[44-*** - Water heaters/Appliances] ICE MACHINE

86395	209 GRAY ST..5-711	LAURA SANDOR	BLACK-HAAK HEATING, INC.	\$50.00	\$1,000.00	Closed
-------	--------------------	--------------	--------------------------	---------	------------	--------

[46-*** - Electrical Service Change] EMERGENCY PANEL CHANGE 100 AMP TO 100 AMP. HOMEOWNER'S PANEL BURNED UP.

86398	200 S WASHINGTON ST..13-1	NICOLET REAL ESTATE AND INVESTMENTS CORP	TEAM SERVICES INC	\$70.00	\$2,000.00	Pending
-------	---------------------------	--	-------------------	---------	------------	---------

[46-*** - Electrical Service Change] NEW 100 AMP SERVICE FOR MINI CELLULAR SITE ON REPLACEMENT LIGHT POLE

86411	295 SEMINOLE LN..6H-2281	MARTHA A LANDES	C & C ELECTRIC	\$50.00	\$1,000.00	Pending
-------	--------------------------	-----------------	----------------	---------	------------	---------

[46-*** - Electrical Service Change] CHANGE EXISTING BREAKER PANEL TO NEW PANEL (200 AMPS TO 200 AMPS)

86452	1629 WESTFIELD AV..6-230-C	JUDY DEVINE	FUSION ELECTRIC	\$50.00	\$1,200.00	Closed
-------	----------------------------	-------------	-----------------	---------	------------	--------

[46-*** - Electrical Service Change] PANEL CHANGE - 100 AMP PANEL/SERVICE CHANGE

86465	661 LAVERNE DR..21-1111-D-124	DAVID J VOELKER	STIEGLER ELECTRIC	\$50.00	\$987.00	Pending
-------	-------------------------------	-----------------	-------------------	---------	----------	---------

[46-*** - Electrical Service Change] SCHMIDT PARK PROJECT PER WPS INSTALLING 200 AMP UNDERGROUND METER PEDESTAL IN SAME LOCATION. WPS PROJECT #2793463

86467	2892 MT CAROL DR..21-1111-D-18	TYLER G VINCENT & KALI E NELSON	STIEGLER ELECTRIC	\$50.00	\$1,020.00	Pending
-------	--------------------------------	---------------------------------	-------------------	---------	------------	---------

[46-*** - Electrical Service Change] UNDERGROUND ELECTRICAL SERVICE UPGRADE. WPS WO #2794660

86491	1329 OREGON ST..5-663-A	GARY W & JILL M DELARUELLE	STAR ELECTRIC SERVICE, INC.	\$50.00	\$1,400.00	Pending
-------	-------------------------	----------------------------	-----------------------------	---------	------------	---------

[46-*** - Electrical Service Change] UPGRADE FROM 60 AMP FUSE SERVICE TO 100 AMP BREAKER SERVICE

86514	1522-1524 ELIZA ST..17-1114	JOHN H JACOBS IV & TONY LEWIS	CENTER VALLEY ELECTRIC	\$100.00	\$2,000.00	Closed
-------	-----------------------------	-------------------------------	------------------------	----------	------------	--------

[46-*** - Electrical Service Change] BASEMENT FLOODED CHANGE OUT EACH PANEL AND OUTLETS IN BASEMENT

86519	1456 CROOKS ST..17-851	LUISA E LIMA	DE BAKER, INC.	\$50.00	\$500.00	Closed
-------	------------------------	--------------	----------------	---------	----------	--------

[46-*** - Electrical Service Change] SERVICE PANEL HAS WATER DAMAGE

86523	1466 ELIZA ST..17-986-A	DAN C & ANGELA F THOMPSON	VAN ERT ELECTRIC	\$100.00	\$0.00	Pending
-------	-------------------------	---------------------------	------------------	----------	--------	---------

[46-*** - Electrical Service Change] REPLACE 2 PANELS DUE TO FLOOD DAMAGE

86525	1539 E MASON ST..8-493	MCALLISTER PROPERTIES LLC	FUSION ELECTRIC	\$50.00	\$0.00	Closed
-------	------------------------	---------------------------	-----------------	---------	--------	--------

[46-*** - Electrical Service Change] NEW ELECTRICAL SERVICE

86533	1496 ELIZA ST..17-979	CHESTER A & LAURIE J BRZOZOWSKI	DE BAKER, INC.	\$50.00	\$500.00	Pending
-------	-----------------------	---------------------------------	----------------	---------	----------	---------

[46-*** - Electrical Service Change] REPLACE PANEL - WATER DAMAGE

86534	412 GOODELL ST..17-852	MEE TER MOUA	STAR ELECTRIC SERVICE, INC.	\$50.00	\$1,200.00	Closed
-------	------------------------	--------------	-----------------------------	---------	------------	--------

[46-*** - Electrical Service Change] CHANING 100 AMP BREAKER PANEL THAT WAS DAMAGED DU TO FLOODING.

86538	1558 E MASON ST..8-428	ROBERT W & PAMELA J DELVEAUX JR	VAN OSS ELECTRIC INC	\$50.00	\$0.00	Pending
[46-*** - Electrical Service Change] REPLACE PANEL AND BASEMENT WIREING DUE TO FLOOD DAMAGE						
86548	1447 CROOKS ST..17-887	ANTHONY HARTEL	CHRISTOPHER NEJEDLO ELECTRIC	\$50.00	\$1,131.78	Pending
[46-*** - Electrical Service Change] NEW ELECTRIC SERVICE - FLOOD DAMAGE						
86555	635 HARTUNG ST..8-459	KARISSA M PEER	J & M ELECTRIC	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] PANEL CHANGE DUE TO FLOODING						
86569	1686 FIESTA LN..21-1111-P-12	WATERMOLEN ELEANORE J TR	PLUG LIGHT BULB ELECTRICAL SERVICES	\$50.00	\$2,500.00	Closed
[46-*** - Electrical Service Change] REPLACE WHOL PANEL AND INSTALL A NEW ONE, ADD GROUND RODS, MOVE METER AND REPLACE MAST AS WELL AS NEW WIRING.						
86575	1430 CASS ST..17-761-A	GUNS PLASTERING INC	DE BAKER, INC.	\$50.00	\$1,400.00	Closed
[46-*** - Electrical Service Change] UPGRADE SERVICE 60 TO 100 AMP						
86589	1446 CROOKS ST..17-854	ADAN LOPEZ MANZANO	VOS ELECTRIC	\$50.00	\$1,700.00	Pending
[46-*** - Electrical Service Change] PANEL REPLACEMENT - Flood						
86627	1318-1320 ELMORE ST..5-1323	DONALD R ENGEBOS	STIEGLER ELECTRIC	\$50.00	\$800.00	Pending
[46-*** - Electrical Service Change] TREE FELL ON ELECTRICAL SERIVCE 2-27-19 AFTER 5PM WPS DISCONNECTED, MAKING REPAIRS AS NEEDED						
86628	1473 ELIZA ST..17-971	DENEEN M TACHICK	STIEGLER ELECTRIC	\$50.00	\$3,200.00	Closed
[46-*** - Electrical Service Change] REPAIRD DUE TO FLOOD DAMAGE						
86631	1535 E MASON ST..8-492	JOSE I GOMEZ BEAS	VAN OSS ELECTRIC INC	\$100.00	\$0.00	Pending
[46-*** - Electrical Service Change] PANEL REPLACEMENTS DUE TO FLOODING						
86632	1450 CROOKS ST..17-853	BENJAMIN B THYES & TRACY N TEEBO	METZLER ELECTRIC	\$50.00	\$0.00	Pending
[46-*** - Electrical Service Change] REPLACE ELECTRICAL PANEL DUE TO FLOOD						
86590	544 ACME ST..21-1200	GREEN BAY DRESSED BEEF LLC	VOS ELECTRIC	\$70.00	\$44,715.00	Pending
[47-*** - Electrical Service Repair] CHANGE OUT MAIN BREAKERS						
76262	807 WILSON AV..18-396-A	ERIN LESAGE	COMPLETE ELECTRIC SERVICE AND MAINTENANCE LLC	\$50.00	\$675.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING ELECTRICAL METER AND MAST ON OUTSIDE OF HOUSE						
86404	1425 WESTERN AV..6-114-A	CHARLES A & MARILYN J PERRY	STIEGLER ELECTRIC	\$70.00	\$1,378.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] DEMO EXISTING PANEL AND CIRCUIT BREAKERS. PROVIDE AND INSTALL A NEW INTERIOR BUSBAR, WITH MAIN BREAKERS, BRANCH BREAKERS AND PANEL COVER IN EXISTING ENCLOSURE						
86425	376 MOON VALLEY DR..21-5015	TONY L & MITZI L DECKER	ZEPNICK ELECTRICAL	\$50.00	\$700.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MISC WIRING						
86435	402 S BROADWAY..3-572	REDEVELOPMENT AUTHORITY OF THE CITY OF GB	CHRISTOPHER NEJEDLO ELECTRIC	\$0.00	\$300.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRING 2 ROOF TOP AC UNITS RDA OWNED BUILDING						
86437	111 N JEFFERSON ST..12-152-A	BROWN COUNTY	ELECTRICAL SYNERGIES	\$70.00	\$10,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ADD SECURITY DOORS AND MISC ELECTRICAL UPGRADES AS REQUESTED BY CUSTOMER						

86449	3076 ST. GREGORY DR..21-1111-D-306	JOEL B & KATIE M NEUMANN	STIEGLER ELECTRIC	\$50.00	\$2,391.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SERVICE CONVERSTION PER WPS/SCHMIDT PARK PROJECT						
86466	300 S ADAMS ST..13-28-A	BROWN COUNTY	CR FOCHS ELECTRICAL CONTRACTORS	\$70.00	\$6,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] HVAC SYSTEM UPGRADES						
86477	1554 CHARLES ST..8-452	CHANCE PROPERTIES LLC	ICSI	\$100.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)]						
86478	2412 HUTSON RD..6H-1730	BT 0H LLC REAL ESTATE DEPT	PRIME SERVICE	\$140.00	\$13,750.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CONDUIT & WIRE: 2 DIESEL DISPENSERS, 2 SUMPS, 1 SUBMERSIBLE, 1 PROBE, 2 STAND ALONE SENSORS, 2 LIGHT POLES						
86520	1504 ELIZA ST..17-977	MIKEL A KOENIG	ELECTRICAL SYNERGIES	\$50.00	\$2,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 2019 SPRING FLOOD EVENT REPAIRS						
86521	1500 ELIZA ST..17-978	KJM RENTALS LLC	ELECTRICAL SYNERGIES	\$50.00	\$2,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 2019 SPRING FLOOD EVENT REPAIRS						
86601	1436 CROOKS ST..17-857	JEFFREY D & DEBRA F DEMENY	SCHWEINER ELECTRIC	\$50.00	\$800.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING PANEL DUE TO 2019 SPRING FLOOD EVENT						
86603	1430 CROOKS ST..17-858	DONNA S PANTZER	SCHWEINER ELECTRIC	\$50.00	\$800.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING PANEL DUE TO 2019 SPRING FLOOD EVENT						
86606	3079 ST. GREGORY DR..21-1111-D-270	RONALD R & KATHRYN E JONES	STIEGLER ELECTRIC	\$50.00	\$1,080.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL METER BASE AND PEDESTAL. INSTALL GROUND RODS AND GROUNDING ELECTRODE CONDUCTOR AND WATER METER BONDING						
86609	1007 FOREST HILL DR..21-1111-D-167	KENNETH D & VELMA L DAUER	STIEGLER ELECTRIC	\$50.00	\$1,073.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PROVIDE AND INSTALL PEDESTAL METER BASE CONNECTED TO EXISTING PANEL. WPS WO#2841510						
86613	1472 CHICAGO ST..17-935	JOSEPH S ECKES	THOMAS ELECTRIC	\$50.00	\$800.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PANEL CHANGE						
86645	1512-1514 ELIZA ST..17-1112	RANDALL D & CYNTHIA S JAKUBOWSKI	HUNTER ELECTRIC	\$50.00	\$1,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING PANEL						
86646	1488 ELIZA ST..17-981	KURT T & BONNIE L GREINER	METZLER CONSTRUCTION	\$50.00	\$2,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACED ELECTRIC WIRING, ELECTRIC PANEL, ALL CIRCUIT BREAKERS AND DEVICES THAT WERE AFFECTED IN THE 2019 SPRING FLOOD EVENT						
86647	1551 E MASON ST..8-496	JOHN P OLSEN	METZLER CONSTRUCTION	\$50.00	\$300.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING WIRING AND DEVICES THAT WERE AFFECTED BY THE2019 SPRING STORM EVENT						
74936	2429 EAST SHORE DR..21-860	DIANNE CROWLEY	JG HOME IMPROVEMENTS	\$225.00	\$55,380.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] -Kitchen remodel - Living room remodel - Master Bed bathroom -Upgrade plumbing and electrical -To include water damage repair -Upper bedroom master bath remodel.						
86397	239 N ASHLAND AV..4-124	DAVID JONES	BENJAMIN CONST. HEATING & COOLING	\$70.00	\$0.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86401	402 S BROADWAY..3-572	REDEVELOPMENT AUTHORITY OF THE CITY OF GB	HEALTHY HOMES HEATING & COOLING	\$0.00	\$16,635.00	Pending
--------------	-----------------------	--	------------------------------------	--------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

86403	2437 DEER TRAIL..21-4058	YENG L VUE	JJ HEATING & COOLING	\$50.00	\$2,505.00	Closed
--------------	--------------------------	------------	----------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

86406	500 PINE ST..11-170	ENCOMPASS CHILD CARE INC	HURCKMAN MECHANICAL, INC.	\$70.00	\$7,943.00	Closed
--------------	---------------------	--------------------------	------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

86407	814 REDWOOD DR..2-1251	DANIELLE J WAUTERS	COMFORT CONTROL SYSTEMS	\$50.00	\$5,115.00	Closed
--------------	------------------------	--------------------	----------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86409	224 SAVAGE ST..21-3669	KEVIN J MALONEY & ANDREA I HANSEN	COMFORT CONTROL SYSTEMS	\$50.00	\$5,990.00	Closed
--------------	------------------------	--------------------------------------	----------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

86410	910 S NORWOOD AV..2-941	MATTHEW & CALI LUECKE	BAY AREA SERVICES INC	\$50.00	\$2,700.00	Closed
--------------	-------------------------	-----------------------	-----------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86427	1862 BOND ST..6-60-2	JOSEPH S & ELLEN E PETRIE	BAY AREA SERVICES INC	\$50.00	\$9,250.00	Pending
--------------	----------------------	---------------------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

86428	2645 GARDEN MEADOWS CT..21-6270-51	ANTHONY C & CARISA M PERRIZO	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,500.00	Closed
--------------	------------------------------------	---------------------------------	------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86438	3083 W MASON ST..6H-1183-3	JESSICA L DUQUAINE	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$2,500.00	Closed
--------------	----------------------------	--------------------	--------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86443	1657 EDISON ST..21-7034	CINDY G RIVARD	ROBINSON HEATING & COOLING	\$50.00	\$2,800.00	Pending
--------------	-------------------------	----------------	-------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86457	853 SPENCE ST..2-1357	ALFREDO GONZALEZ CONTRERAS	VAN'S HEATING & AC	\$50.00	\$12,063.00	Pending
--------------	-----------------------	-------------------------------	--------------------	---------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

86458	3094 WEST POINT RD..6H-2807	RICKY J & SHARON GERRITS	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,653.00	Pending
--------------	-----------------------------	--------------------------	-----------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86459	1518 WESTERN AV..6-135-C	SAS EQUITIES LLC	NEWCAP, INC.	\$50.00	\$0.00	Closed
--------------	--------------------------	------------------	--------------	---------	--------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

86476	1937 HILLSIDE LN..21-2827-H-20	ROBERT & CAROL LEDVINA	COMFORT CONTROL SYSTEMS	\$50.00	\$5,290.00	Closed
--------------	--------------------------------	------------------------	----------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86483	1550 E MASON ST..8-430	RONALD J & SUZANNE B WOLFE	AMA HEATING & A/C	\$50.00	\$3,025.00	Closed
--------------	------------------------	----------------------------	-------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86484	1569 CASS ST..8-421	RICHARD R & ROBERT F DEYO	BORN HEATING & COOLING LLC	\$50.00	\$2,900.00	Closed
--------------	---------------------	---------------------------	-------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86492	1104-1114 LAURA ST..21-1110-M-116	BENJAMIN LANCELE	NEWCAP, INC.	\$100.00	\$0.00	Pending
--------------	-----------------------------------	------------------	--------------	----------	--------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] TWO HOT WATER BOILERS

86493	518 SCOTT DR..6-2532	BETTY J WEIZENICKER	BAY AREA SERVICES INC	\$50.00	\$9,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86499	1426 CROOKS ST..17-859	DONNA M EVERETTS	TRI-COUNTY HEATING, INC.	\$50.00	\$4,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
86500	1430 CROOKS ST..17-858	DONNA S PANTZER	TRI-COUNTY HEATING, INC.	\$50.00	\$4,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
86501	1436 CROOKS ST..17-857	JEFFREY D & DEBRA F DEMENY	TRI-COUNTY HEATING, INC.	\$50.00	\$3,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86505	3130 WINDLAND DR..21-5364	WILLIAM J & DEBORAH A BISICK	BAY AREA SERVICES INC	\$50.00	\$10,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86506	906 S GREENWOOD AV..2-930	MICHAEL E SEES	BAY AREA SERVICES INC	\$50.00	\$3,750.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
86507	1016 14th AV..2-64-F	NANCY ANN HARDTKE	COMFORT CONTROL SYSTEMS	\$50.00	\$4,590.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
86511	632 JOHN ST..8-466	JOSE L BERUMEN	NORTHTOWN REFRIGERATION	\$50.00	\$2,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE & A/C						
86515	1123 NEVILLE AV..18-211	ERIK J & NICOLE M BINNEBOSE	BLACK-HAAK HEATING, INC.	\$50.00	\$4,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86516	1612 LOUISE ST..21-1334-22	ERIC SCHMOLL	NEWCAP, INC.	\$100.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE (2)						
86518	1430 CASS ST..17-761-A	JOSEPH H & SANDRA M GILSON	SINKLER HEATING & COOLING, INC	\$50.00	\$2,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86526	1539 E MASON ST..8-493	MCALLISTER PROPERTIES LLC	AMA HEATING & A/C	\$50.00	\$2,669.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE DUE TO 2019 SPRING FLOOD EVENT						
86532	435 SILVER SPRING DR..6-2859-10	ANN WALDER	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,940.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86535	1545 CHARLES ST..8-439	ERIKA I & ELIAS O NIETO	CHRISTENSEN CONCRETE CONSTRUCTION	\$50.00	\$5,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86537	524 HARTUNG ST..8-502	ROBERT A SIMON	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,250.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86542	1540 CHARLES ST..8-456	DOUGLAS ROGERS	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$6,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
86543	1542 CHARLES ST..8-456	DOUGLAS ROGERS	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$6,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
86550	1457 CROOKS ST..17-885	CURTIS R MORISSETTE	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,360.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86551	1568 CHARLES ST..8-420	MICHAEL A & CAROL E JENSEN	ACTION HEATING & COOLING	\$50.00	\$5,930.00	Closed
--------------	------------------------	----------------------------	--------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86565	1548 CHARLES ST..8-454	DAVID R WOELZ	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,225.00	Closed
--------------	------------------------	---------------	------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - Flood

86570	1522 ELIZA ST..17-1114	JOHN H JACOBS IV & TONY LEWIS	TOM MANKEE HEATING & AC	\$50.00	\$2,880.00	Closed
--------------	------------------------	----------------------------------	-------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - (Flood)

86571	1524 ELIZA ST..17-1114	JOHN H JACOBS IV & TONY LEWIS	TOM MANKEE HEATING & AC	\$50.00	\$2,880.00	Closed
--------------	------------------------	----------------------------------	-------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - Flood

86578	1558 CHARLES ST..8-451	KATELIN C BROWN	NORTHTOWN REFRIGERATION	\$50.00	\$0.00	Closed
--------------	------------------------	-----------------	----------------------------	---------	--------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - Flood

86579	1546 CHARLES ST..8-454	DAVID R WOELZ	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,690.00	Closed
--------------	------------------------	---------------	------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - Flood

86580	1451 CHICAGO ST..17-869	ELIZABETH H OLSON	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,690.00	Pending
--------------	-------------------------	-------------------	------------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE - Flood

86581	1422 CROOKS ST..17-860	PATRICIA MEJIA	BAY AREA SERVICES INC	\$50.00	\$4,250.00	Pending
--------------	------------------------	----------------	-----------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE

86584	3344-3346 WIGGINS WAY..22-1599	DUPLEXITY LLC	BLACK-HAAK HEATING, INC.	\$100.00	\$5,000.00	Pending
--------------	--------------------------------	---------------	--------------------------	----------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER (2)

86585	628 HARTUNG ST..8-448	WILLIAM H BLACKBURN	COMFORT CONTROL SYSTEMS	\$50.00	\$4,790.00	Closed
--------------	-----------------------	---------------------	----------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE

86586	630 DOST CT..21-5683	STEVEN S & JULIE K KORTH	COMFORT CONTROL SYSTEMS	\$50.00	\$8,400.00	Pending
--------------	----------------------	--------------------------	----------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

86588	804 MITCHELL ST..6-810	JANICE C DUCAT	COMFORT CONTROL SYSTEMS	\$50.00	\$4,998.00	Pending
--------------	------------------------	----------------	----------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] NEW FURNACE

86591	1539 CHARLES ST..8-438	SAMUEL SCHULTZ	TRI-COUNTY HEATING, INC.	\$50.00	\$3,200.00	Closed
--------------	------------------------	----------------	--------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86594	2909 PAINTED TRAIL CT..6H-3914	TODD C & PENNY G LEPINE	PAT BLINDAUER HEATING & A/C, LLC	\$50.00	\$3,500.00	Closed
--------------	--------------------------------	-------------------------	-------------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86600	2484 CENTURY RD..6H-1032-1	BFP LLC	BRUSS HEATING & COOLING	\$70.00	\$17,000.00	Pending
--------------	----------------------------	---------	-------------------------	---------	-------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] ROOF TOP A/C UNIT

86607	635 HARTUNG ST..8-459	KARISSA M PEER	RAY'S HEATING AND COOLING	\$50.00	\$3,500.00	Closed
--------------	-----------------------	----------------	------------------------------	---------	------------	--------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86611	2340 HAMPTON AV..21-3506	KRISTIN E SAHARSKY	RICHARDS HEATING & COOLING	\$50.00	\$2,500.00	Pending
--------------	--------------------------	--------------------	-------------------------------	---------	------------	---------

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

86612	1060 SHADOW LN..1-2637	RICKY G NELSON	RICHARDS HEATING & COOLING	\$50.00	\$4,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86614	2127 PREBLE AV..21-2208-3	CODY J ROGERS	BAY AREA SERVICES INC	\$50.00	\$8,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86616	1466 ELIZA ST..17-986-A	DAN C & ANGELA F THOMPSON	GERONDALE HEATING & COOLING INC	\$100.00	\$2,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACES (2)						
86617	1456 CROOKS ST..17-851	LUISA E LIMA	BAY HEATING SERVICE INC.	\$50.00	\$2,400.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86619	1473 ELIZA ST..17-971	DENEEN M TACHICK	APEX ELECTRICAL SOLUTIONS	\$50.00	\$9,385.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86620	1496 ELIZA ST..17-979	CHESTER A & LAURIE J BRZOZOWSKI	VAN'S HEATING & AC	\$50.00	\$12,097.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86621	1122 WIRTZ AV..1-86	TARRA L BAILEY	VAN'S HEATING & AC	\$50.00	\$10,184.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86622	1470 ELIZA ST..17-985	RICKY D ROSENOW	VAN'S HEATING & AC	\$50.00	\$4,865.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86623	1219 HICKORY HILL DR..1-1627	JEFFREY A & AMY E HOAGLUND	VAN'S HEATING & AC	\$50.00	\$12,350.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
86635	716 KELLOGG ST..5-1496	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	PAT BLINDAUER HEATING & A/C, LLC	\$50.00	\$2,520.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
86639	1315 SMITH ST..7-420	STEVEN P SCOTT G & THOMAS W HUFF	SINKLER HEATING & COOLING, INC	\$50.00	\$4,420.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
86504	417 S MONROE AV..14-403	SCHIEGG INVESTMENTS LLC	HURCKMAN MECHANICAL, INC.	\$210.00	\$170,000.00	Pending
[60-*** - New HVAC System] THREE (3) UNITS: HOT WATER BOILER, CHILLER & AHU REPLACEMENT						
76253	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER	BILFINGER INDUSTRIAL SERVICES INC	\$1,008.50	\$1,300,000.00	Pending
[62-*** - repair/alter existing plumbing system] BUILDING 70 REPLACE EXISTING DETERIORATED BUILT UP ROOF WITH A NEW TPO ROOF						
86408	906 WILSON AV..18-360	MARY B LAROCK	VANRITE PLUMBING	\$30.00	\$4,000.00	Closed
[62-*** - repair/alter existing plumbing system] COPPER REPLACEMENT						
86446	1726 SHAWANO AV..6-235-A	ST MARYS HOSPITAL MC ACCOUNTING	RJ PARINS PLUMBING & HEATING	\$70.00	\$5,300.00	Closed
[62-*** - repair/alter existing plumbing system] 2 BACK FLOW PREVENTERS						
86479	109 WOODLAWN AV..3-1082	STEPHEN E & PHYLLIS J FRANCIES	BATH FITTER	\$50.00	\$7,289.00	Pending
[62-*** - repair/alter existing plumbing system] REPLACE MIXER VALVE AND TUB TO SHOWER CONVERSION						
86573	2480 MORGAN LN..21-3286	STEVEN A & JEAN M HEYRMAN	TUNDRALAND	\$50.00	\$6,600.00	Closed
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND						
86583	1808 CANARY LN..6H-1430-K-9	KEVIN H HOWELL	IDEAL BATHROOM SOLUTIONS	\$50.00	\$6,719.00	Pending

[62-*** - repair/alter existing plumbing system] REPLACE MIXER VALVE AND TUB TO SHOWER CONVERSION

86597	317 HARVARD ST..5-412	REBECCA L KING	MATT'S SERVICES	\$30.00	\$0.00	Closed
[62-*** - repair/alter existing plumbing system] SEWER LATERAL REPAIR						
86608	2490 HEMLOCK DR..21-3576	JUDITH A ALLARD	TUNDRALAND	\$50.00	\$6,596.00	Closed
[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACE BY A WALKIN SHOWER AND SURROUND						
86624	969 KELLOGG ST..5-728	LYLE J & LORI A LEWIS	VANRITE PLUMBING	\$30.00	\$0.00	Closed
[62-*** - repair/alter existing plumbing system] WATER LINE REPLACEMENT						
76397	600M N ADAMS ST ..11-15	WISCONSIN PUBLIC SERVICE CORPORATION	PIEPER ELECTRIC INC	\$140.00	\$15,000.00	Pending
[63-*** - new electrical system] Equipment in the right-of-way						
76318	1871 SHAWANO AV..6-256	KT REAL ESTATE HOLDINGS LLC	PLYMOUTH PLUMBING & HEATING INC	\$155.00	\$0.00	Pending
[66-*** - Grease Traps] REPLACING GREASE TRAP						
70657	200M S WASHINGTON ST ..13-1	NICOLET REAL ESTATE AND INVESTMENTS CORP	PIEPER ELECTRIC INC	\$140.00	\$15,000.00	Pending
[95-*** - New cell tower] Cell tower in the right-of-way						
86495	1542 UNIVERSITY AV..19-63	BOYD BARSMITH LLC	MATT'S SERVICES	\$0.00	\$3,095.00	Closed
[200-*** - water service] WATER SERVICE CONNECTION & SEWER WATER REPAIR REPLACING LEAD WATER LINE						

Totals: 211 projects				\$115,341.55	\$18,202,507.04	
-----------------------------	--	--	--	--------------	-----------------	--

Summary of Projects Issued

3/1/2019 to 3/31/2019

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	9	9	18	9	9	9	9	1	\$10,968.58	\$2,241,196.00
08 3-4 Family Building (refer to 06-103).	2	0	1	2	2	2	2	2	\$14,543.79	\$2,574,880.00
48 Electrical Wiring (Misc., Alteration, Repair)	19	0	0	0	19	1	0	0	\$1,100.00	\$49,547.00
46 Electrical Service Change	23	0	0	0	23	0	0	0	\$1,320.00	\$25,038.78
47 Electrical Service Repair	1	0	0	0	1	0	0	0	\$70.00	\$44,715.00
50 Heating Unit Replacement/ Air Conditioning	65	0	1	1	1	65	1	0	\$3,635.00	\$378,062.00
62 repair/alter existing plumbing system	9	0	1	1	0	0	9	0	\$1,368.50	\$1,336,504.00
22 Shed, Yard Building	2	0	0	2	0	0	0	0	\$100.00	\$1,950.00
11 Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).	1	1	5	1	1	1	1	1	\$5,860.18	\$1,200,000.00
03 Addition to Single-Multi Family Residential Units	1	1	1	1	0	0	0	0	\$100.00	\$26,120.00
13 Addition to Commercial, Non-Residential Non-housekeeping	4	3	10	4	3	3	3	3	\$24,975.96	\$5,318,000.00
02 Single-Family Residential Building, Alteration	14	1	8	14	9	6	7	0	\$2,502.38	\$196,750.00
10 Multi-Family Residential Building Alteration	1	0	0	1	1	0	1	0	\$302.00	\$20,000.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	13	3	24	13	10	9	10	2	\$44,262.92	\$4,269,449.00
15 Raze Commercial Building or other Structure	1	0	0	1	0	0	0	0	\$70.00	\$0.00
21 Demolition of all Other Buildings or Structures	1	0	0	1	0	0	0	0	\$50.00	\$0.00
23 Deck, Porch, Patio	4	1	1	4	0	0	0	0	\$300.00	\$16,936.00
24 Siding	1	0	0	1	0	0	0	0	\$70.00	\$4,500.00
26 Fireplace, Chimney	1	0	0	1	0	0	0	0	\$50.00	\$800.00
28 Foundation Repair	1	0	0	1	0	0	0	0	\$50.00	\$2,000.00
33 Roofing	1	0	0	1	0	0	0	0	\$70.00	\$54,000.00
35 Driveway Expansion	2	0	0	2	0	0	0	0	\$100.00	\$22,000.00
36 Fence	10	0	0	10	0	0	0	0	\$450.00	\$32,159.26
37 Signs	6	5	0	6	0	0	0	0	\$747.24	\$18,505.00
40 Sanitary Sewers	1	0	0	1	0	0	0	0	\$1,000.00	\$4,200.00
44 Water heaters/Appliances	9	0	0	0	0	0	9	0	\$500.00	\$132,500.00
44 Water Heater/Appliances	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 New HVAC System	1	0	0	0	0	1	0	0	\$210.00	\$170,000.00
63 new electrical system	1	0	0	1	1	0	0	0	\$140.00	\$15,000.00
200 water service	1	0	0	0	0	0	1	0	\$0.00	\$3,095.00
66 Grease Traps	1	0	1	0	0	0	1	0	\$155.00	\$0.00
95 New cell tower	1	0	0	1	1	0	0	0	\$140.00	\$15,000.00
05 Raze Single-Family house(attached or detached)	3	0	3	3	0	0	2	2	\$100.00	\$27,600.00
Totals:	211	24	74	83	81	97	57	11	\$115,341.55	\$18,202,507.04



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year March, 2019	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 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.)	\$ 115,652.82	\$ 115,652.82			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 42,833.23	\$ 36,652.76		\$ 6,180.47	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 31,272.92			\$ 31,272.92	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 11,787.77		\$ 11,787.77		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 10,739.20		\$ 5,587.60	\$ 5,151.60	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 15,070.55			\$ 15,070.55	
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.)	\$ 900.00		\$ 900.00		
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.)	\$ 1,243.80			\$ 1,243.80	
12. Adjustments (Attach Explanation)	\$ -111.04	\$ -73.00	\$ -10.00	\$ -28.04	
13. Totals	\$ 229,389.25	\$ 152,232.58	\$ 18,265.37	Pay This Amount \$ 58,891.30	

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: [Signature] Date: 4-1-19

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: Paul R. Monley Date: 4/5/19

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



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

April 01, 2019

State of Wisconsin
Court Fines and Assessments
Box 93304
Milwaukee, WI 53293-0304

Please be advised of the following adjustments in this report for the month of March, 2019

Adjustments are broken down as follows:

CC-M	Court Cost Muni	(\$	33.00)
CC-S	Court Cost State	(\$	5.00)
DRG	Drug Fee	(\$	13.00)
FINE	Forfeiture	(\$	40.00)
JAIL	Jail Assmt	(\$	10.00)
PEN	Penalty Assmt	(\$	10.04)
Total Adjustments:		(\$	111.04)

Sincerely,

Neil Basten

MUNICIPAL COURT OFFICIAL

Green Bay Municipal Court