



# **AGENDA OF THE COMMON COUNCIL**

**TUESDAY, MAY 21, 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 May 7, 2019 meeting.
- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Recognitions and Awards.**
- I. Appointments.**
  - I. New Appointment :  
Economic Development Authority  
John Calewarts, 115 E. Walnut, Apt. 714, Green Bay, WI 54301  
Term to expire: June 1, 2022
- J. Public Hearings.**
  - I. Resolution authorizing conditional use approval at 1004 Brett Favre Pass.
- K. Report of the Redevelopment Authority (May 7, 2019).**

1. To approve amending the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

2. To approve amendment(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756), subject to minor legal and technical revisions.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To receive and place on file the update on purchase of real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

4. To approve and recommend to the Common Council an Analysis of Impediments to Fair Housing Study.
5. To approve the report of the Funding Administration Subcommittee meeting May 2, 2019, approving the draft 2019 Annual Action Plan and funding recommendations with the amendments as discussed for the 2019 Community Development Block Grant allocations.

## **L. Resolutions.**

1. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for installation of concrete pavement.
2. Resolution ordering sidewalks reconstructed and issuing 60-day notices.
3. Resolution authorizing conditional use approval at 1004 Brett Favre Pass.



4. Resolution regarding vacation of a portion of public right-of-way, Padi-Wood Lane.
5. Resolution authorizing release of utility easement for 1060 Gray Court.
6. Resolution drawing final orders to contractors for May 21, 2019.
7. Resolution accepting and implementing 2019 analysis of impediments to fair housing.

**M. Report of the Improvement & Services Committee (May 14, 2019).**

1. To approve request by owner of Parcel 22-SC490 to subdivide parcel, redistribute currently deferred assessments for sanitary and water main to resulting subparcels, and defer resulting allocated assessments until each subparcel is sold, developed, or until October 19, 2024, whichever comes first.
2. To receive and place on file request by Ald. Lefebvre to look at curbside bulk and overflow pickup.
3. To approve land lease extension for current Department of Public Works West Side Yard Waste Center site and allow the Department of Public Works to execute the lease amendment.
4. To accept the report of the award of contract EATON HEIGHTS 2ND ADDITION PHASE I to the low responsive bidder, Jossart Brothers, Inc., in the amount of \$1,176,563.50.
5. To approve request by Department of Public Works to authorize Department of Public Works to award contracts in the 2019 Capital Improvement Program at a staff level subject to the following conditions:
  - A. Delay in bringing forward a recommendation to award at the next regularly scheduled Committee meeting would result in an unacceptable delay in starting construction.
  - B. Any projects so awarded would be reported out at the next regularly scheduled meeting of the Improvement and Services Committee.
6. To approve the award of the following contracts:
  - A. GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 2 to the low responsive bidder, Express Excavating, Inc., in the amount of \$79,712.50.
  - B. PARKING RAMP REPAIRS - 2019 to the low responsive bidder, Central Restoration LLC, in the amount of \$539,700.
  - C. PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATIONS) to the low responsive bidder, Howard Immel, Inc., in the amount of \$2,500,000.
  - D. PAVEMENT 2-19 to the low responsive bidder, Vinton Construction Co., in the amount of \$1,165,678.46.

7. To approve applications for Concrete Sidewalk Builder Licenses by the following:
  - A. Evraets Concrete Construction LLC
  - B. Green Bay Concrete LLC
  - C. Weidner Concrete Construction LLC
8. To approve applications for Tree & Brush Trimmer Licenses by the following:
  - A. Fall-Rite Services LLC
  - B. Monster Tree Service
9. To approve application for Underground Sprinkler System License for Lizer of Wisconsin, Inc.
10. To approve request by Department of Public Works to grant licenses for Concrete Sidewalk Builder, Tree & Brush Trimmer, and Underground Sprinkler System at a staff level until September 17, 2019.
11. To approve request by Brian Milz, 512 Ontario Road, for a sidewalk study on Ontario Road and have staff perform the sidewalk study and report out results of the study at the June 12, 2019 Improvement and Services Committee meeting.

**N. Report of the Protection & Policy Committee (May 13, 2019).**

1. To approve General Ordinance 14-19, an ordinance creating Section 40.14 relating to community service as a penalty.
2. To approve a change of agent for Bay Motel and Family Restaurant, Inc. at 1301 S. Military Ave. with an effective date of 7/1/2019.
3. To approve a renewal application for the 2019-2020 license year for Bay Motel and Family Restaurant, Inc. at 1301 S. Military Ave., pending the approval of the change of agent at the May 21 Common Council meeting and with the approval of the proper authorities.
4. To approve a change of agent for The Daily Buzz LLC at 130 E. Walnut.
5. To approve a renewal application for the 2019-2020 license year for The Daily Buzz LLC at 130 E. Walnut St., pending the approval of the change of agent at the May 21 Common Council meeting.
6. To approve an application for a 6-month Class "B" Beer License for De Pere Dodgers Baseball Club, Inc. at 1450 E. Walnut St. with a licensed premises description as "Joannes Stadium (inside the fence)," with the approval of the proper authorities.
7. To approve an application starting in the 2019-2020 license year for a Class "B" Beer and "Class B" Reserve liquor license for Old Bavarian Brewing Company, LLC at 1583 Main St. with a licensed premises description as "existing bar and serving areas," with the approval of the proper authorities.
8. To approve the renewal applications for various liquor and/or beer licenses for the 2019-2020 license year, with the approval of the proper authorities.

9. To refer to staff to investigate the legal angles of notifying residents of affected properties and to have a rough draft letter to present at the next council meeting for consideration on the 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," previously held at the April 8 Protection & Policy meeting.
10. To refer to staff a request by Ald. Scannell for legal to work with inspection to either amend or write an ordinance protecting property owners from their neighbors runoff.
11. To hold until staff can report back to the committee an update on the request by Ald. Wery to review/action on changes to the Ethics Code policy and ordinance as recommended by outside Counsel.
12. To hold until the next meeting a request by Ald. Wery which states: "To request a report of police call volume on Western Ave. from Oneida to Taylor. What addresses are habitual problems, have nuisance plans and bills for service been issued? Develop a plan moving forward to reduce the number of police calls to this area."
13. To refer to staff a request by Ald. Johnson on the creation of a SafePark initiative that permits overnight parking for those who may have consumed too much alcohol in an effort to deter drunk driving incidents.
14. To grant final approval authority to the Protection and Policy committee for liquor license applications, liquor license amendments and operators licenses from May 21, 2019 through October 1, 2019.
15. To receive and place on file the Liquor Violation Report from the Police Department for May 13, 2019.
16. To receive and place on file the Report from the Water Utility Department regarding the lead pipe removal project.

**O. Report of the Protection & Policy Committee Granting Operator Licenses.**

1. Report of the Protection & Policy Committee granting Operator Licenses, valid until June 30, 2020.
2. Report of the Protection & Policy Committee granting Operator Licenses, valid until June 30, 2021.

**P. Report of the Plan Commission (May 13, 2019).**

1. To amend an existing Planned Unit Development (PUD) boundary to include the northeast corner of Shawano Avenue and North Taylor Street for the construction of a Prevea Clinic in the 1850 Block Shawano Avenue, subject to the amended Planned Unit Development District Ordinance (PUD).

2. To rezone 1132 West Mason Street, 1134 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) to General Commercial (CI).
3. To authorize a Conditional Use Permit (CUP) to permit a limited production and processing use at 1136 West Mason Street, submitted by Jerome James, subject to standard site plan review.
4. To approve the appointment to the Broadway Business Improvement District (BID) Board, as nominated by the BID and approved by Mayor Genrich.
5. To vacate a portion of right-of-way, Padi-Wood Lane, subject to: the existing right-of-way area shall be retained on the City's Official Map.
6. To discontinue an easement located at 1060 Gray Court, subject to the following condition: Requestor shall provide legal description of Easement Discontinuance area at their expense.
7. To amend Chapter 13-2021 to permit video display signs within the Public Institutional (PI) District.
8. To refer to staff a request from Ald. Kathy Lefebvre to consider an exemption/conditional use to allow storage unit expansion, cleaning up & improvement of the property at 1725 N Irwin Avenue.

**Q. Report of the Park Committee (May 14, 2019).**

1. To receive and place on file the review of the bids and budget for the Colburn Pool Renovations.
2. To approve allocating \$170,000 from the existing beach funding for an amendment to the scope of work for Patrick Engineering to complete the engineering associated with the beach, pier and boardwalk project at Bay Beach Amusement Park.
3. To approve the request by OnBroadway Inc. to allow the sale of alcohol (beer and malt beverages only) and concessions at Leicht Memorial Park on Tuesday nights, June 18 – August 27, during the Levitt Concert Series.
4. To move forward as directed in closed session on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

The Council may convene in closed session pursuant to Sections 19.85(l)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.82(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**R. Report of the Personnel Committee (May 14, 2019).**

1. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Sewer Maintenance Worker (3) - Public Works
  - b. Public Works Superintendent (Streets) - Public Works
2. To approve request to reorganize the Mayor's office staff positions.
3. To approve as amended at Committee the amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, to include policy regarding a Volunteer Time Off Program.
4. To approve amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, Section 9.2, Hours of Work, to include policies regarding Flex Scheduling and a Summer Work Schedule.

**S. Report of the Sustainability Commission (May 8, 2019).**

1. Refer to the Law Department to draft an ordinance which would create an outright ban on coal-tar sealants, utilizing model legislation provided by advocacy groups, and to draft a resolution advocating for a state-wide ban on coal-tar sealants, which would be sent to the Wisconsin State Legislature.

**T. Receive and Place on File.**

1. Municipal Court Report for April 2019.

**U. Report of the Finance Committee (May 8, 2019).**

1. To approve the designation of the Green Bay Press Gazette as the Official Newspaper for the City of Green Bay for the approximate annual amount of \$51,000.
2. To receive and place on file 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. All time and resources used are to be billed to Mayor Schmitt. I am 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.
3. Recommend to not sign the Brown County Tax Collection Agreement for December 2019 to February 2020. City to pursue collecting first installment.
4. Information, update, and discussion on the five year combined Capital Improvement Plan.
5. To receive and place on file the Report of the Claims Committee.

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

6. To proceed with action as directed in closed session on initiating negotiations for intergovernmental agreement with the Oneida Nation, including revisiting the following Notices of Decision from the US Dept of the Interior regarding the intent to take land into trust: Kuffel, Bruss, Syndergaard, Kolb, Kelley, Howey, Duquaine, Cornelius, Kestell, Baumgart, Orlando, and Debenedetto parcels.

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

## **V. Committee of the Whole**

1. Consideration with possible action on the Notices of Decision from the US Dept of the Interior regarding the intent to take land into trust – DePetro and Overly parcels.

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

## **W. Ordinances - First Reading.**

1. General Ordinance 14-19  
An ordinance creating Section 40.14 relating to community service as a penalty.
2. Zoning Ordinance 2-19  
An ordinance amending Zoning Ordinance No. 20-07 to permit the expansion of the Planned Unit Development Overlay District boundary for the St. Mary's Hospital corridor located at the northeast corner of Shawano Avenue and Taylor Street.
3. Zoning Ordinance 03-19  
An Ordinance rezoning property located at 1132 West Mason Street, 11347 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) District to General Commercial (CI) District.
4. General Ordinance 15-19  
An ordinance amending Section 13-2021, Green Bay Municipal Code video display signage.

## **X. Referral of Petitions & Communications.**

## **Y. Adjournment.**

- 1) **SUPPLEMENTAL INFORMATION:** The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at [www.greenbaywi.gov/Meetings](http://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  
Common Council  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # J.I.**

Resolution authorizing conditional use approval at 1004 Brett Favre Pass.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Resolution - Conditional Use 1004 Brett Favre Pass
2. ZP 19-05 B\_W



RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 1004 BRETT FAVRE PASS  
(ZP 19-05)

May 21, 2019

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

That, pursuant to Zoning Petition 19-05 and the recommendation of the Plan Commission on April 22, 2019, the City of Green Bay does authorize a conditional-use permit for a proposed hotel and to allow the hotel to exceed the maximum height limitations located on the following described property at 1004 Brett Favre Pass:

LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS &  
BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART  
OF PC 14 & 15 WSFR (Tax Parcel No. 1-1841-C-2)

Said conditional-use permit shall be granted subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan and building plan review and approval.

Adopted \_\_\_\_\_

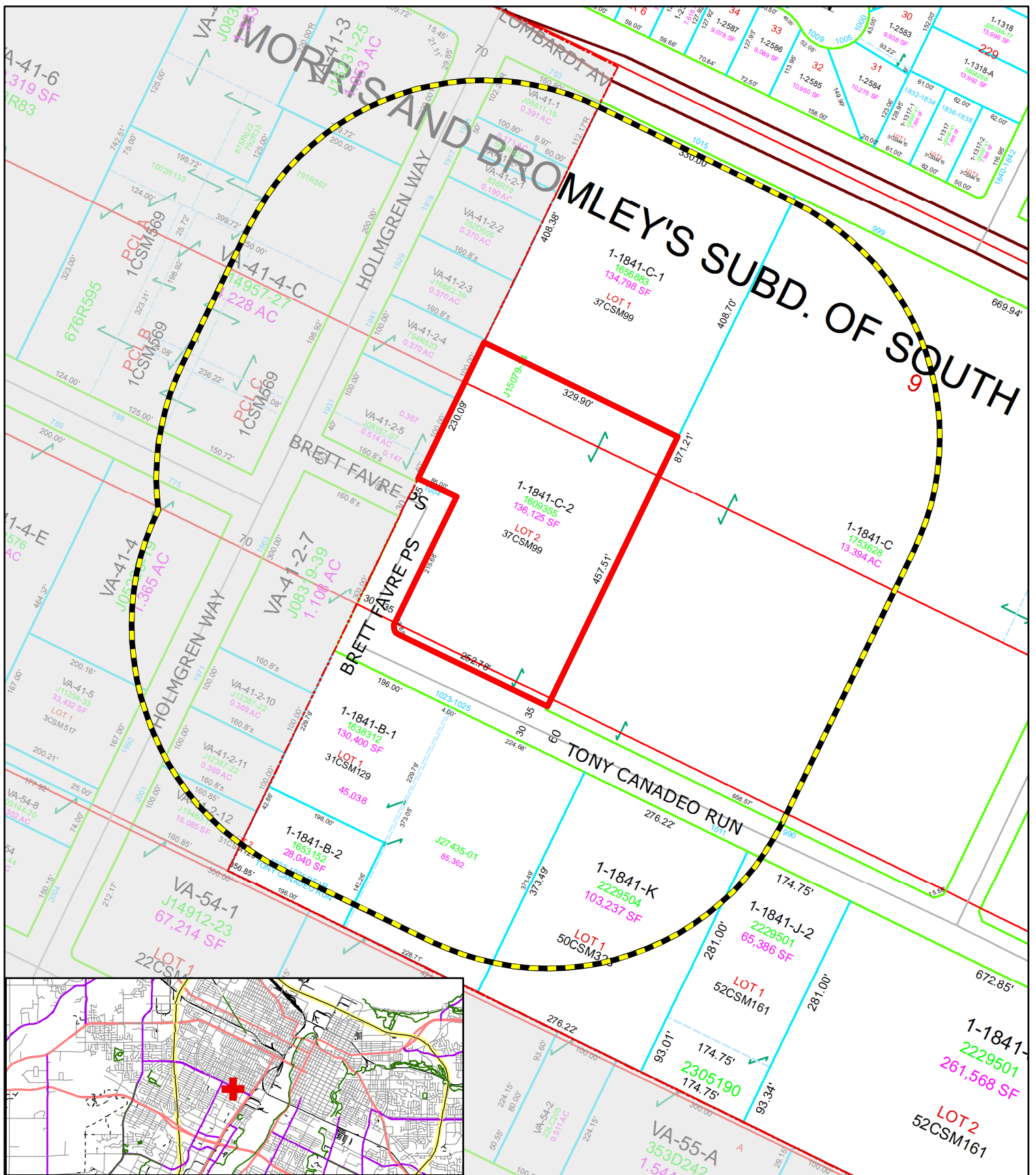
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

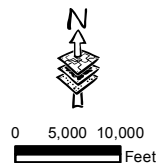
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Attachment – Map



**Zoning Petition (ZP 19-05)**  
**Conditional Use Permit (CUP) - 1004 Brett Favre Pass**

- Subject Area
- 400' Property Owner Notice



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



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

Kevin J. Vonck, CED Director

**AGENDA ITEM # K.I.**

To approve amending the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**BACKGROUND**

In June, the RDA and City approved Development Agreement 18-02: The Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).

In September, the RDA and the City directed staff to execute a Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed eight hundred thousand dollars (\$800,000.00). Staff is requesting that amount be increased to one million dollars (\$1,000,000.00), primarily to cover additional geotechnical testing on the site. We believe these services are necessary in order to design proper foundations of structures planned for the site.

**RECOMMENDATION**

Approve amending the Professional Services Agreement with Stantec Consulting Services, Inc., to prepare a Project Plan for the Shipyard at a cost not to exceed one million dollars (\$1,000,000.00).

**FISCAL IMPACT**

In July, the RDA and Common Council approved borrowing two million dollars (\$2,000,000.00) to fund the first phase of this project. No more than one million dollars (\$1,000,000.00) will be used on consulting services to prepare the Project Plan.

**ATTACHMENTS**

None



Report to the  
Redevelopment Authority  
of the City of Green Bay

## MEETING DATE

May 21, 2019

## PREPARED BY

Kevin J. Vonck, CED Director

## AGENDA ITEM # K.2.

To approve amendment(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756), subject to minor legal and technical revisions.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

## BACKGROUND

In January 2019, the RDA and City approved Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756). The Developers are requesting a number of Amendments to the Agreement in order to allow an investor to participate in the project. Staff has reviewed the requests and would like to discuss further at the meeting.

The Developers are also seeking approvals for obligations outlined in the Agreement, specifically: Section IV. A. Concept Plan; Section IV. B. Construction Documents; and Section IV. C. Development Budget. The Developer has provided the RDA and City evidence of compliance with Section IV. F. Proof of Equity and Section IV. G. Proof of Financing.

## RECOMMENDATION

Approve Amendments(s) to and Obligations of Developer for Development Agreement 19-01 with TWG Development, LLC, and DDL Holdings, LLC, for Broadway Lofts @ the Rail Yard at 420 N. Broadway (Parcel 5-1756), subject to minor legal and technical revisions.

## FISCAL IMPACT

Not applicable.

## ATTACHMENTS

1. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - Amendment - 190516 - Council
2. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - Amendment - 190503 - Request
3. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Intent to Assign
4. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. A.
5. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. B

6. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190424 - Section IV. C.
7. 8.3 - Rail Yard - Broadway Lofts - 5-1756 - Development Agreement - 190326 - Executed



City of Green Bay  
Department of Community and Economic Development

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT 19-01  
BROADWAY LOFTS @ THE RAIL YARD**

This First Amendment to Development Agreement (“Amendment”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”), TWG DEVELOPMENT, LLC an Indiana limited liability company, and BROADWAY LOFTS, L.P., an Indiana limited partnership (together, “Developer”), and DDL HOLDINGS, LLC, a Wisconsin limited liability company.

**RECITALS**

- A. The City, RDA, and TWG DEVELOPMENT, LLC, and DDL HOLDINGS, LLC entered into a Development Agreement (“Development Agreement”) dated January 16, 2019
- B. The City, RDA, and TWG DEVELOPMENT, LLC, and DDL HOLDINGS, LLC desire to amend the Development Agreement as set forth in this Amendment.

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

**AGREEMENTS**

- 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 Amendment by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Amendment.
- B. Amendment. Broadway Lofts, L.P., together with TWG Development, LLC, are collectively referred to as the Developer.
- C. Amendment. Under III. Tax Increment Financing (B.)(1.)(d.) Replace “DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to the Developer.” with the following: “DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to Broadway Lofts, L.P.”

- D. Amendment. Under III. Tax Increment Financing (B.)(1.)(c.) Replace “within (18) months of the Future Project Grant Award” with the following: “within (18) months of June 29, 2019.”
- E. Amendment. Under IV., wherever in (A), (B), (C), (F) or (H) that the date June 1, 2019 is referred to, replace with June 29, 2019.
- F. Amendment. Under IV. Obligations of Developer (C.)(2.) Replace “A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders” with the following: “A line item of not less than five percent (5%) of total Project construction costs for cost overruns and change orders”.
- G. Amendment. Under IV. Obligations of Developer (D.) Remove the sentence “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.”
- H. Amendment. Under IV. Obligations of Developer (P.)(1.) Add the sentence, “RDA shall permit the investor Limited Partner to transfer its interest without RDA consent as long as it’s a transfer to an affiliated CREA, LLC fund/entity. Additionally, RDA shall permit GP to be replaced temporarily in accordance with the terms and provisions of the Limited Partnership Agreement, but the replacement shall not become final unless RDA consent is obtained within thirty (30) days of the replacement. If RDA objects to the temporary replacement, then the investor Limited Partner shall obtain a permanent replacement acceptable to RDA within ninety (90) days of notice from RDA of its objection to the temporary replacement”
- I. Amendment. IV. Obligations of Developer (F) *Strike last sentence and replace with “Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project no later than the time that City funds are expended or any third party financing is used to pay Project costs.”*
- J. Amendment. Under VII. Representations, Warranties and Covenants (F) Replace “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 to carry on its business” with the following: “TWG Development, LLC is a limited liability company organized and existing in good standing under the laws of the State of Indiana and has the power and all necessary certifications, licenses, permits and franchises to own its assets and properties to carry on its business in the State of Wisconsin. Broadway Lofts, L.P. is a limited partnership organized and existing in good standing under the laws of the State of Indiana and has the power and all necessary certifications, licenses, permits and franchises to own its assets and properties to carry on its business in the State of Wisconsin.”
- K. Amendment. VIII. Default. Add line A.7.: “Notwithstanding the foregoing, the Investor Limited Partner shall have the right, but not the obligation, to cure any event of default under the Development Agreement 19-01, and such cure shall be accepted or rejected as if tendered by Developer. Any notice delivered under the Development Agreement to Developer shall also be delivered to the Investor Limited Partner.”
- L. Amendment. X. Miscellaneous (I). Add: To the Investor Limited Partner: CREA Broadway Lofts, LLC, 30 South Meridian Street, Suite 400, Indianapolis, IN 46204, Attn: Jason Racine. To the

Developer: Broadway Lofts, L.P., 333 N. Pennsylvania Street, Suite 100, Indianapolis, IN 46204,  
Attn: Dustin Detzler.

- M. Amendment. Except as set forth in this Amendment, the Development Agreement remains as executed and is full force and effect.
- N. Severability. If any provision of this Amendment 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.
- O. Recording of Amendment. The City may record this Amendment or a Memorandum of this Amendment 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.
- P. Signatures and Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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.

[Signature pages follow]



**Signature page 1 of 6**

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

**DEVELOPER:**  
**TWG Development, LLC**

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

\_\_\_\_\_  
Louis A. Knoble, Manager

**ACKNOWLEDGMENT**

STATE OF INDIANA            )  
                                          ) SS  
COUNTY OF MARION        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the above named Louis A. Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Indiana  
My Commission Expires \_\_\_\_\_

**Signature page 2 of 6**

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

**DEVELOPER:**  
**Broadway Lofts, L.P.,**  
**an Indiana limited partnership**

**Broadway Lofts GP, LLC,**  
**an Indiana limited liability company,**  
**its general partner**

**TWG GP IV, LLC,**  
**an Indiana limited liability company,**  
**its sole member**

By: \_\_\_\_\_  
Louis A. Knoble, Manager

**ACKNOWLEDGMENT**

STATE OF INDIANA            )  
                                          ) SS  
COUNTY OF MARION        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Louis A. Knoble, the manager of TWG GP IV, LLC, the sole member of Broadway Lofts GP, LLC, the general partner of Broadway Lofts, L.P.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Indiana  
My Commission Expires \_\_\_\_\_

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

By: Kris A. Teske, Clerk

[illegible]

\* \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

**Signature page 4 of 6**

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

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

By: \_\_\_\_\_  
Gary J. Delveaux, Chair

Attest: \_\_\_\_\_  
Kevin J. Vonck, Executive Director

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
                                          ) SS  
COUNTY OF BROWN        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the above named Gary J. Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

**Signature page 5 of 6**

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

**DDL HOLDINGS, LLC**

By: \_\_\_\_\_  
Brent M. Weycker, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
                                          ) SS  
COUNTY OF BROWN        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the above named Brent M. Weycker, a managing 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.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

**Signature page 6 of 6**

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

**DDL HOLDINGS, LLC**

By: \_\_\_\_\_  
Paul B. Belschner, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
                                          ) SS  
COUNTY OF BROWN        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019, the above named Paul B. Belschner, a managing 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.

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin  
My Commission Expires \_\_\_\_\_

**TWG Development, LLC**

333 N. Pennsylvania St., Suite 100

Indianapolis, IN 46204

T 317.264.1833

www.twgdev.com

**May 3, 2019****RE: Request to Restructure Development Agreement 19-01 for Broadway Lofts**

Dear City of Green Bay Redevelopment Authority:

On January 16, 2019 TWG Development, LLC (TWG) entered into a Development Agreement 19-01 (Agreement) with the City of Green Bay, the Redevelopment Authority of the City of Green Bay (RDA), and DDL Holdings, LLC. See attached agreement.

This Agreement will allow TWG to construction Broadway Lofts, a 107-unit workforce housing development located at the north end of the Rail Yard.

TWG has secured an investor for the Low Income Housing Tax Credits received from WHEDA to finance approximately 50% of the development costs. For financing purposes, TWG is requesting the following adjustments to the Agreement, on behalf of the investor. Each recommendation is followed by an italicized explanation for the recommended change:

- III. Tax Increment Financing.(B).(1).(c.).
  - Adjust the 18 month timeline for completion to begin May 29, 2019
    - *Currently the 18 months begins at Agreement execution, TWG cannot meet this timeline if held to a July 2020 completion. Completion is currently estimated for November 2020.*
- IV. Obligations of Developer.(C).(2.)
  - Adjust the Hard Cost Contingency to 5%
    - *Currently the Agreement states 10%. 5% is industry standard for New Construction*
- IV. Obligations of Developer.(D.)
  - Remove the sentence "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."
    - *TWG intends to construct Broadway Lofts to the permit-approved plans and the Investor would prefer to hold the development to these agreed upon plans, rather than allow future significant changes.*
- IV. Obligations of Developer.(P).(1.)
  - Add the sentence, "RDA shall permit the investor Limited Partner to transfer its interest without RDA consent or notice. Additionally, RDA shall permit GP to be replaced in accordance with the terms and provisions of the Limited Partnership Agreement without RDA consent or notice."
    - *The Investor would be allowed to transfer "ownership" if necessary, between investment parties. If this occurs at all, it would likely be from one fund to the other or similar effect.*
    - *The Investor funds are at risk if the project is not completed on time and on budget or managed as an "A" class asset – if TWG fails to perform these duties the Investor has the right to remove and replace TWG with another group to complete and or manage the development. This has never happened in TWG's history.*

- VIII. Default.
  - Add line 7.: "Notwithstanding the foregoing, the Investor Limited Partner shall have the right, but not the obligation, to cure any event of default under the Development Agreement 19-01, and such cure shall be accepted or rejected as if tendered by Developer. Any notice delivered under the Development Agreement shall also be delivered to the Investor Limited Partner."
    - *The Investor wants the opportunity to cure any default of TWG. Investor also wants to be made aware of any notices regarding the Agreement.*
- X. Miscellaneous (B.)
  - Add CREA entity to notice party. CREA Broadway Lofts, LLC 30 South Meridian Street, Suite 400 Indianapolis, IN 46204 Attn: Jason Racine
    - *The Investor wants to be made aware of any notices regarding the Agreement.*
- Finally, TWG requests that portions of the Agreement be assigned from TWG Development, LLC to the Broadway Lofts, LP entity. All assignments made will be to allow the Limited Partnership (and Investor) to benefit from the Agreement, while TWG will remain the responsible party for all Developer obligations.
  - *In a nutshell, the Investor will reap all financial benefits of the Agreement while TWG will remain on the hook for the development.*

Thank you for your support.

## **TWG Development, LLC**

Jonathan Ehlke | Development Director  
**TWG Development, LLC**  
 333 N. Pennsylvania St., Suite 100  
 Indianapolis, IN 46204



**TWG Development, LLC**

333 N. Pennsylvania St., Suite 100  
Indianapolis, IN 46204  
T 317.264.1833  
www.twgdev.com



**April 24, 2019**

**RE: Letter of Intent to Assign Rights in Development Agreement**

Kevin:

Development Agreement 19-01 was made January 16, 2019 by The City of Green Bay, The Redevelopment Authority of the City of Green Bay, TWG Development, LLC, and DDL Holdings, LLC.

TWG Development, LLC, intends to Assign all right, title, and interest in the Development Agreement to Broadway Lofts, LP.

A copy of the assignment will be provided upon request.

Sincerely,

**TWG Development, LLC, Principal**  
**Broadway Lofts, LP, Member**

A handwritten signature in blue ink, appearing to read "Tony Knoble".

Tony Knoble | President

**TWG Development, LLC**

333 N. Pennsylvania St., Suite 100  
Indianapolis, IN 46204



# BROADWAY STREET LOFTS

GREEN BAY, WI

PROGRESS SET

11.15.2018





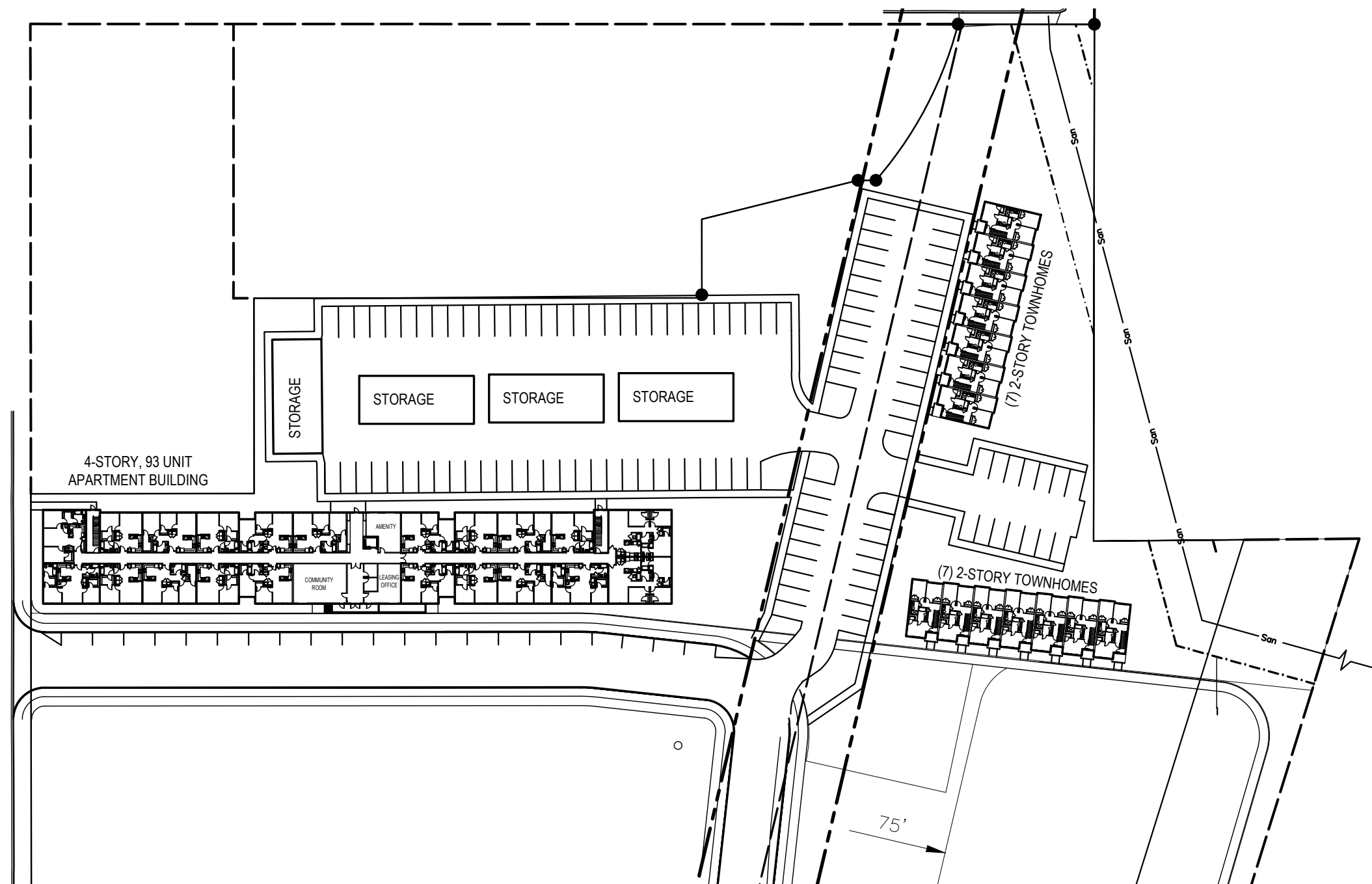
VIEW FROM BROADWAY

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018





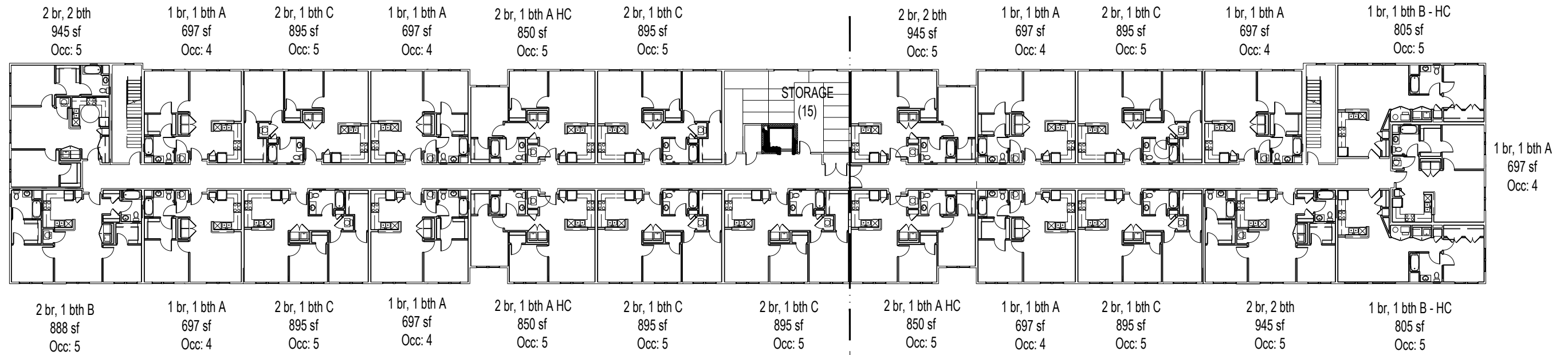
# SITE PLAN

Scale: 1"=80'-0" ^ North

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



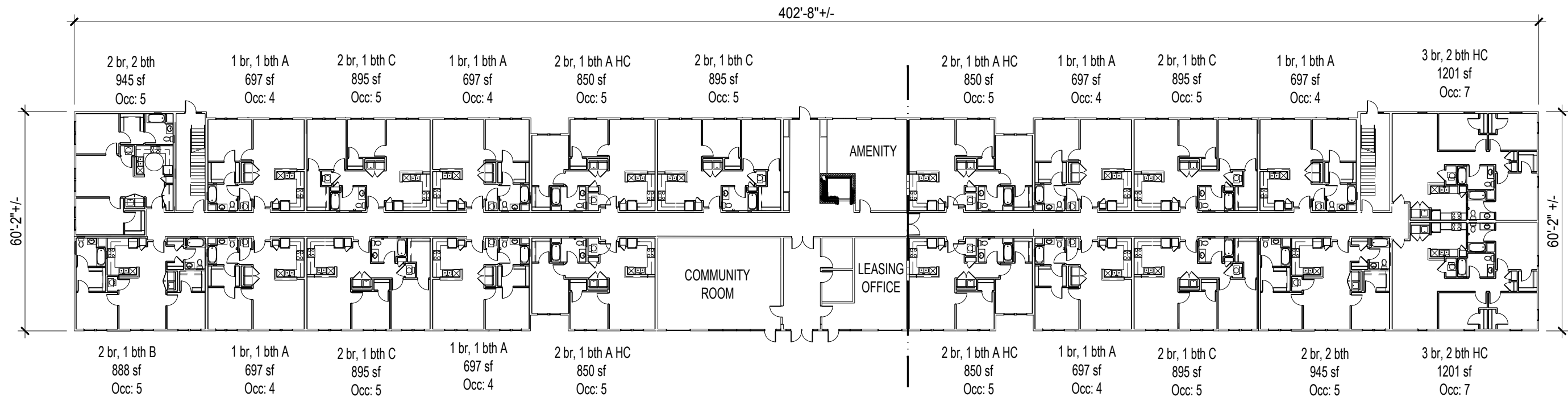
## BUILDING A - 2nd, 3rd, 4th FLOOR PLANS

Scale: 1"=30' ^ North

FIRE AREA 1  
13,379 SF/FL

TOTAL:  
23,520 SF/FL

FIRE AREA 2  
10,141 SF/FL



## BUILDING A - GROUND FLOOR PLAN

Scale: 1"=30' ^ North

FIRE AREA 1  
13,379 SF/FL

TOTAL:  
23,520 SF/FL

FIRE AREA 2  
10,141 SF/FL

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



EAST ELEVATION  
Scale: 1/32"=1'-0"



NORTH ELEVATION  
Scale: 1/32"=1'-0"



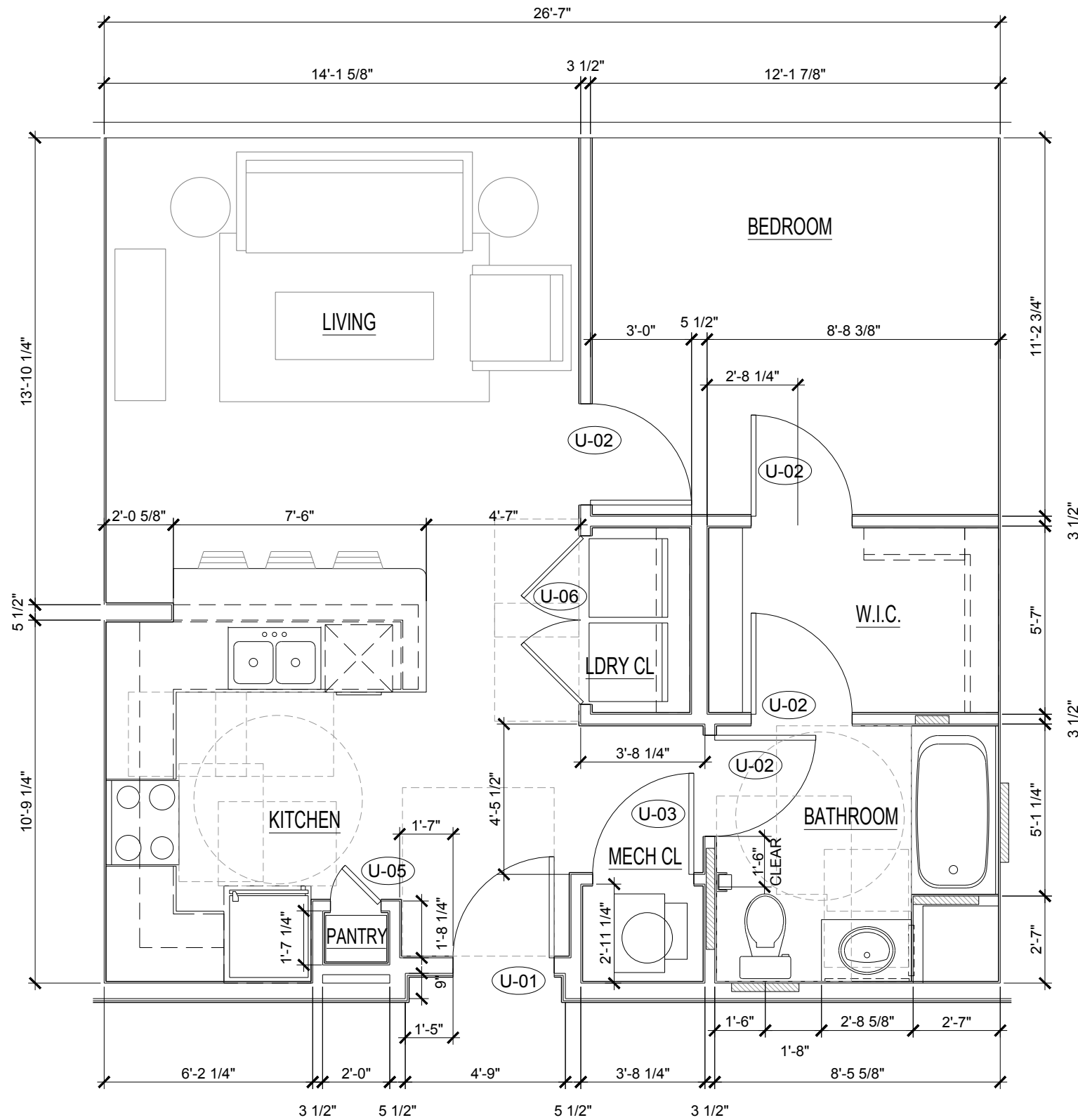
WEST ELEVATION  
Scale: 1/32"=1'-0"



SOUTH ELEVATION  
Scale: 1/32"=1'-0"



|                                 |                     |                            |                           |                            |                             |                                |                      |
|---------------------------------|---------------------|----------------------------|---------------------------|----------------------------|-----------------------------|--------------------------------|----------------------|
| <b>BROADWAY LOFTS</b>           |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| <u>UNIT DATA 11/15/18</u>       |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| <b>BUILDING TYPE</b>            | <b>UNIT TYPE</b>    | <b># OF UNITS</b>          | <b>MIN. UNIT SQ. FT.</b>  | <b>TARGET UNIT SQ. FT.</b> | <b>CURRENT UNIT SQ. FT.</b> | <b>CURRENT UNIT % OVER MIN</b> | <b>OCCUP./UNIT</b>   |
| A                               | 1 br 1 bth A        | 31                         | 575                       | 661                        | 699                         | 21.57                          | 3.495                |
| A                               | 1 br 1 bth B HC     | 6                          | 575                       | 661                        | 809                         | 40.70                          | 4.045                |
| A                               | 2 br 1 bth A HC     | 16                         | 825                       | 908                        | 850                         | 3.03                           | 4.25                 |
| A                               | 2 br 1 bth B        | 4                          | 825                       | 908                        | 894                         | 8.36                           | 4.47                 |
| A                               | 2 br 1 bth C        | 26                         | 825                       | 908                        | 895                         | 8.48                           | 4.475                |
| A                               | 2 br 2 bth HC       | 8                          | 825                       | 908                        | 941                         | 14.06                          | 4.705                |
| A                               | 3 br 2 bth HC       | 2                          | 1100                      | 1210                       | 1200                        | 9.09                           | 6                    |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| B                               | TH 3br 2.5 bth      | 14                         | 1100                      | 1400                       | 1418                        | 28.91                          | 7.09                 |
|                                 |                     |                            |                           |                            |                             |                                |                      |
|                                 | <b>TOTALS:</b>      | <b>107</b>                 |                           | <b>95509</b>               | <b>96749</b>                |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| <u>PROJECT DATA 11/15/18</u>    |                     |                            |                           |                            |                             |                                |                      |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| <b>BUILDING TYPE</b>            | <b>UNIT SQ. FT.</b> | <b>COMMON AREA SQ. FT.</b> | <b>TOTAL BLDG SQ. FT.</b> | <b># OF BUILDINGS</b>      | <b>TOTAL UNIT AREA</b>      | <b>TOTAL COMMON AREA</b>       | <b>TOTAL SQ. FT.</b> |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| A (CURRENT)                     | 76,897              | 17,183                     | 94,080                    | 1                          | 76,897                      | 17,183                         | 94,080               |
| A (ORIGINAL)                    | 82,167              | 17,605                     | 99,772                    | 1                          | 82,167                      | 17,605                         | 99,772               |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| B (CURRENT)                     | 9,926               | 0                          | 9,926                     | 2                          | 19852                       | 0                              | 19852                |
| B (ORIGINAL)                    | 9,828               | 0                          | 9,828                     | 2                          | 19656                       | 0                              | 19656                |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| GARAGE (CURRENT)                |                     |                            |                           |                            |                             |                                | TBD                  |
| GARAGE (ORIGINAL)               | 0                   | 2216                       | 2216                      | 4                          | 0                           | 8864                           | 8864                 |
|                                 |                     |                            |                           |                            |                             |                                |                      |
| <b>TOTAL A&amp;B (CURRENT)</b>  |                     |                            |                           |                            |                             |                                | <b>113,932</b>       |
| <b>TOTAL A&amp;B (ORIGINAL)</b> |                     |                            |                           |                            |                             |                                | <b>119,428</b>       |



| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

1 Br 1 Bth A - UNIT PLAN

Scale: 1/4"=1'-0"

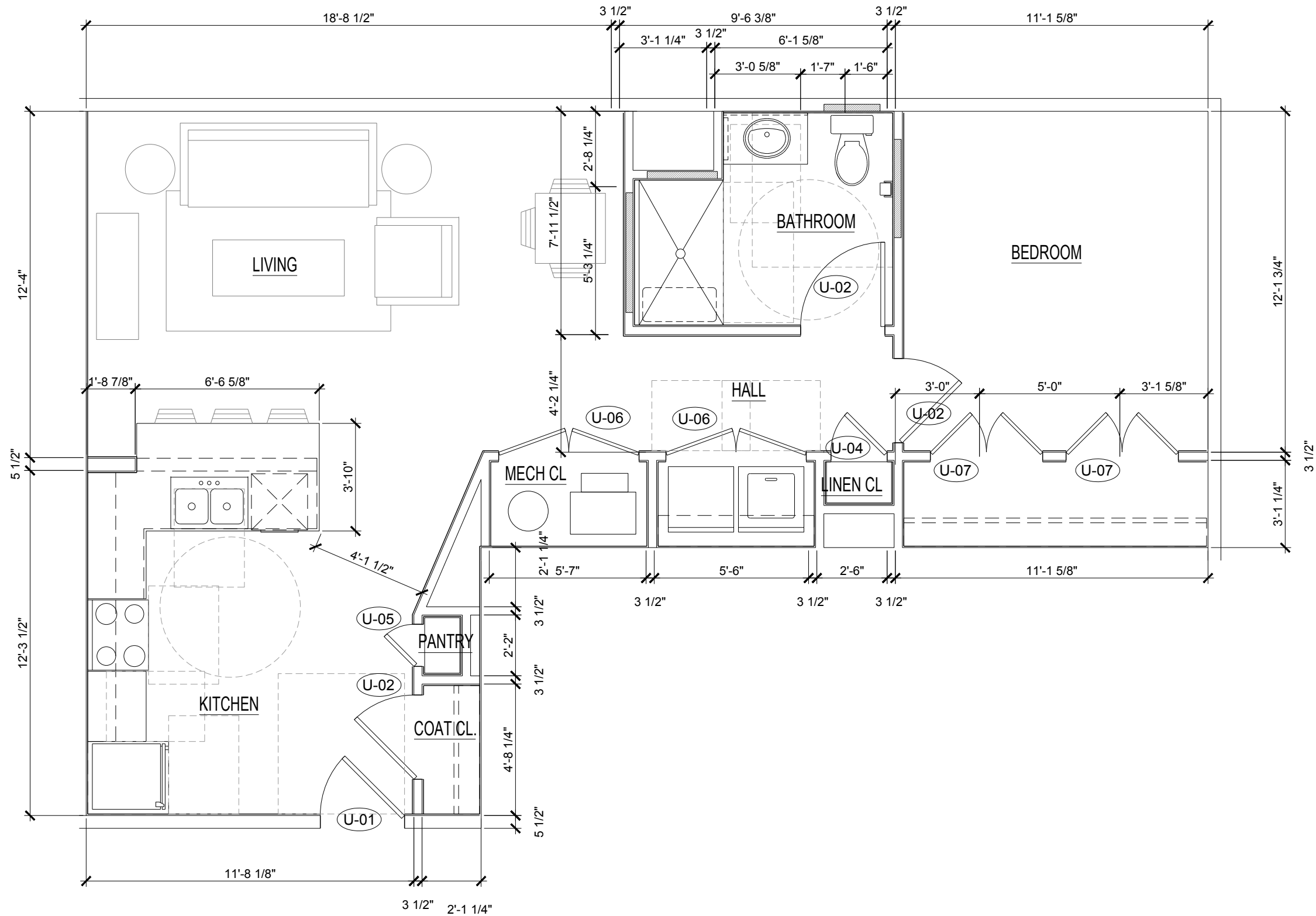
(ANSI TYPE B UNIT) | 699 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018





| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

#### UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

## 1 Br 1 Bth B HC - UNIT PLAN

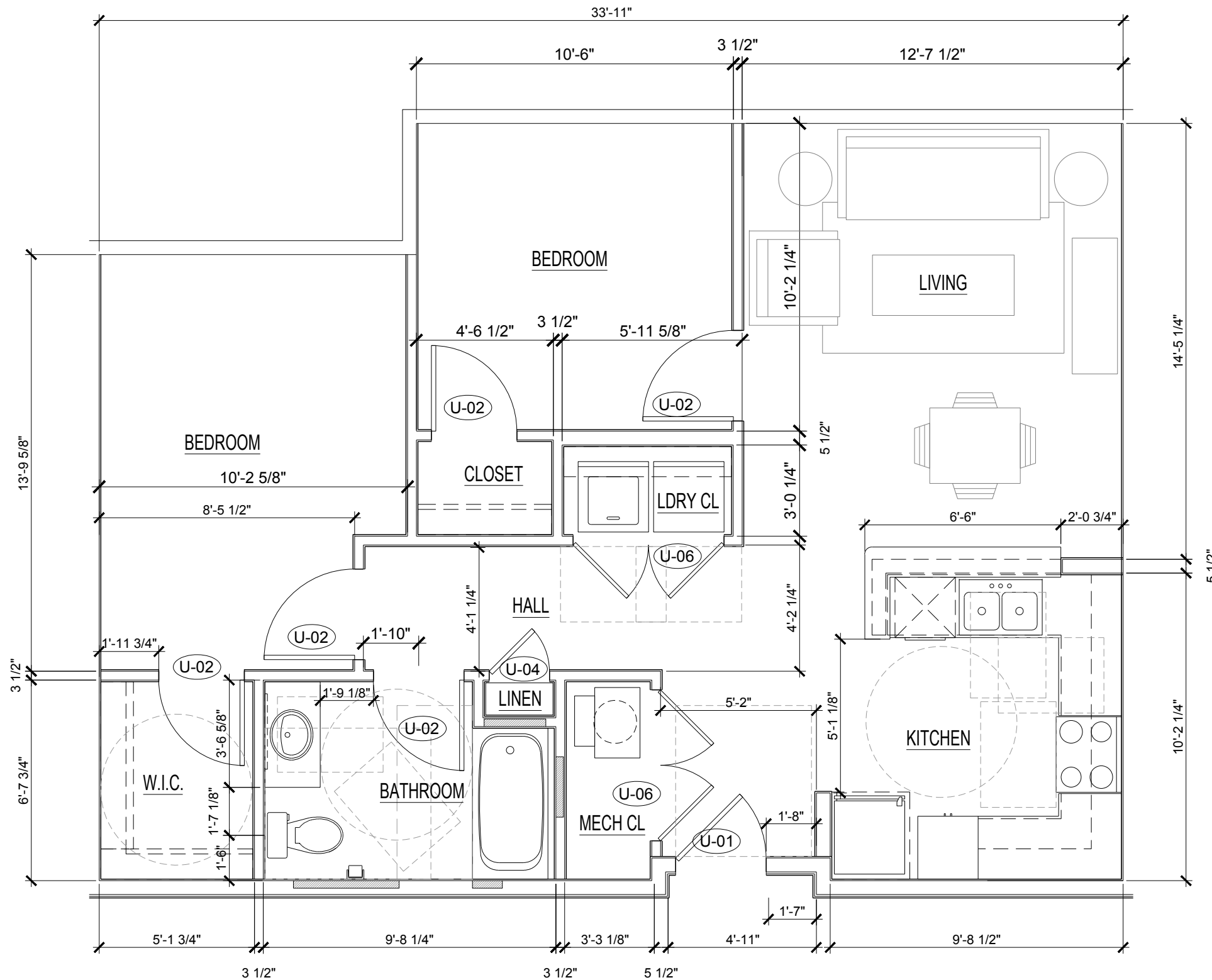
Scale: 1/4"=1'-0"

(ANSI TYPE A UNIT) | 809 SF

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

- UNIT PLAN NOTES
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
  2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
  3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

## 2 Br 1 Bth AHC - UNIT PLAN

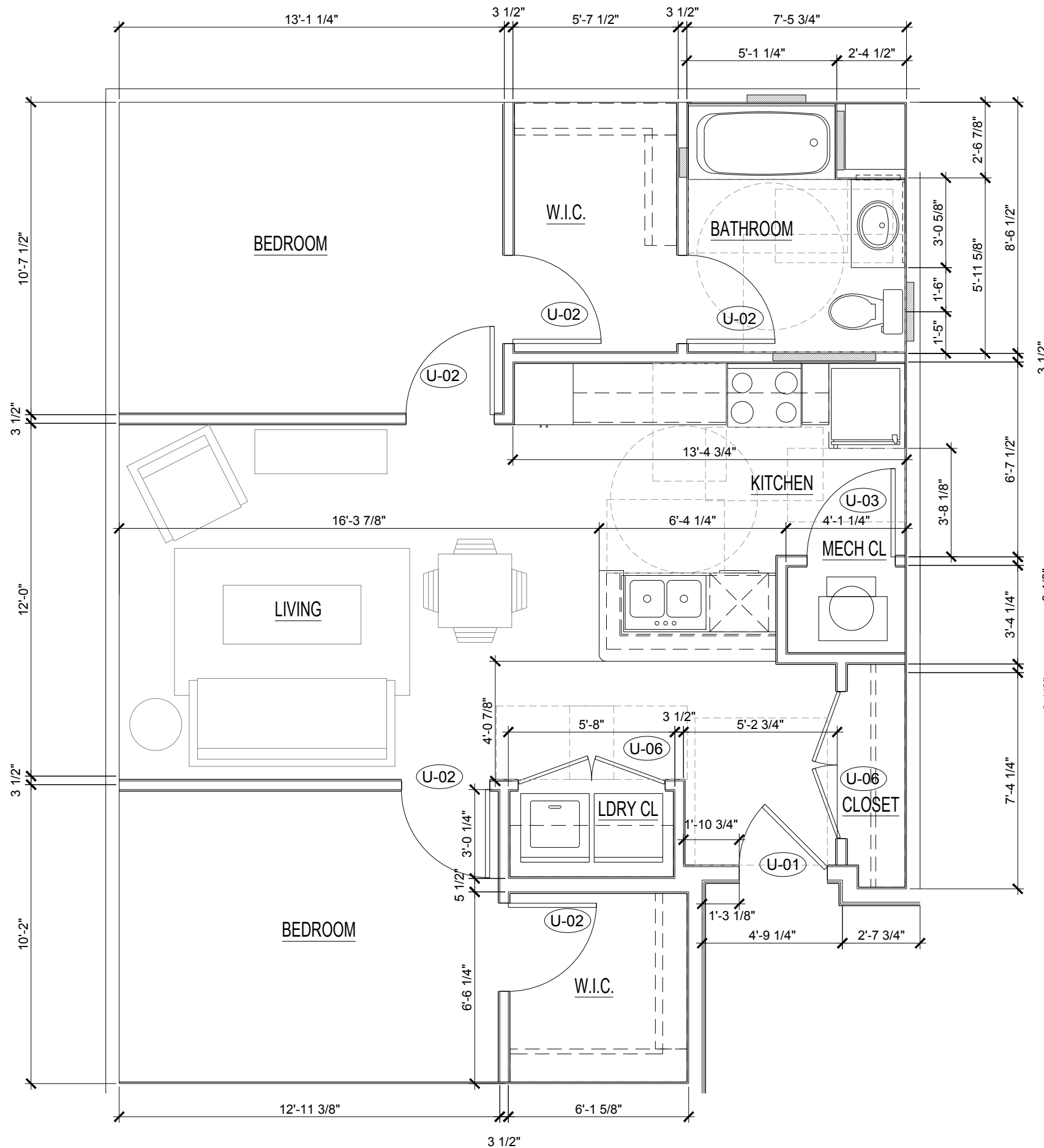
Scale: 1/4"=1'-0"

(ANSI TYPE A UNIT) | 850 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

#### UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

## 2 Br 1 Bth B - UNIT PLAN

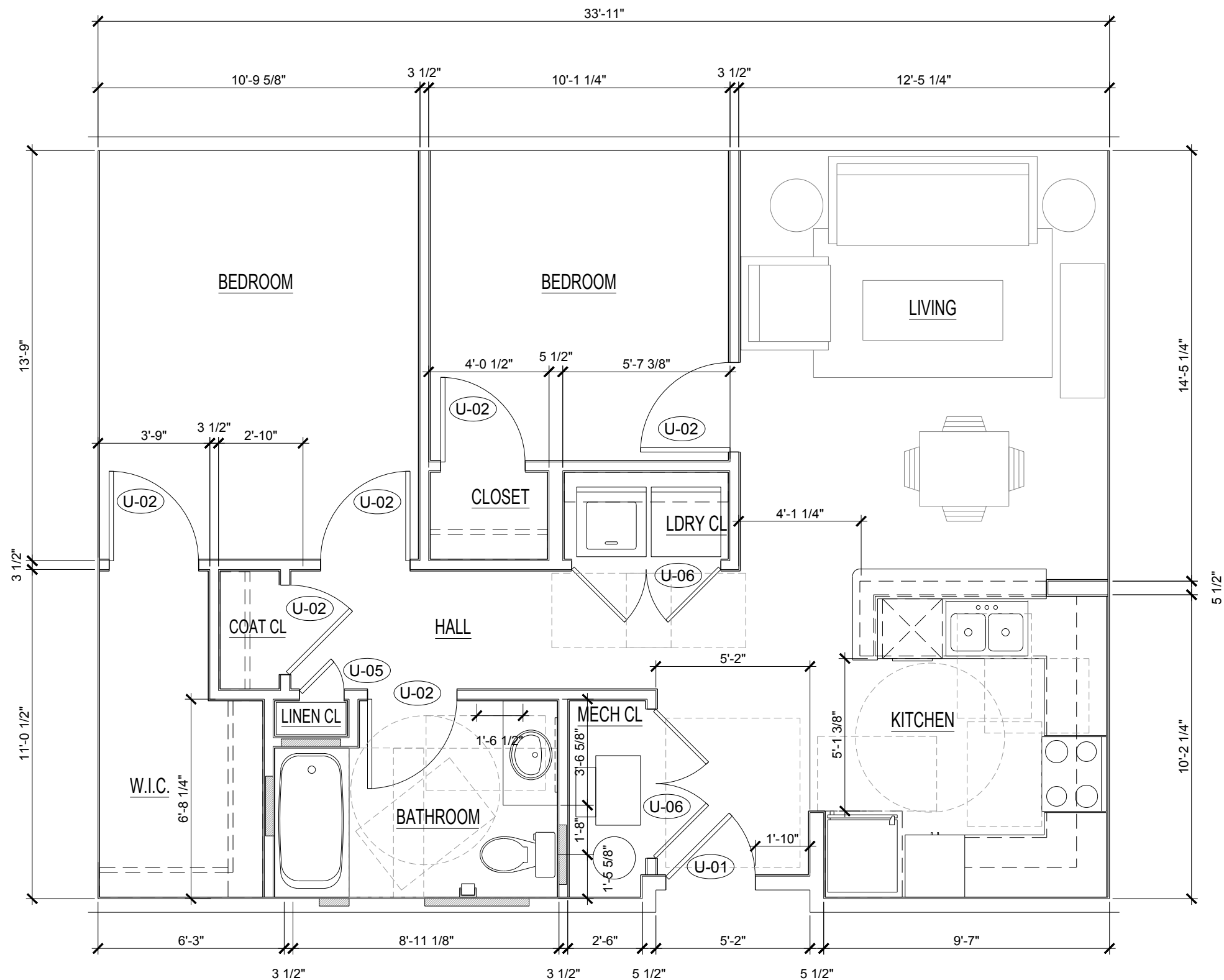
Scale: 1/4"=1'-0"

(ANSI TYPE B UNIT) | 894 SF

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

#### UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

## 2 Br 1 Bth C - UNIT PLAN

Scale: 1/4"=1'-0"

(ANSI TYPE B UNIT) \ 895 SF

## BROADWAY STREET LOFTS

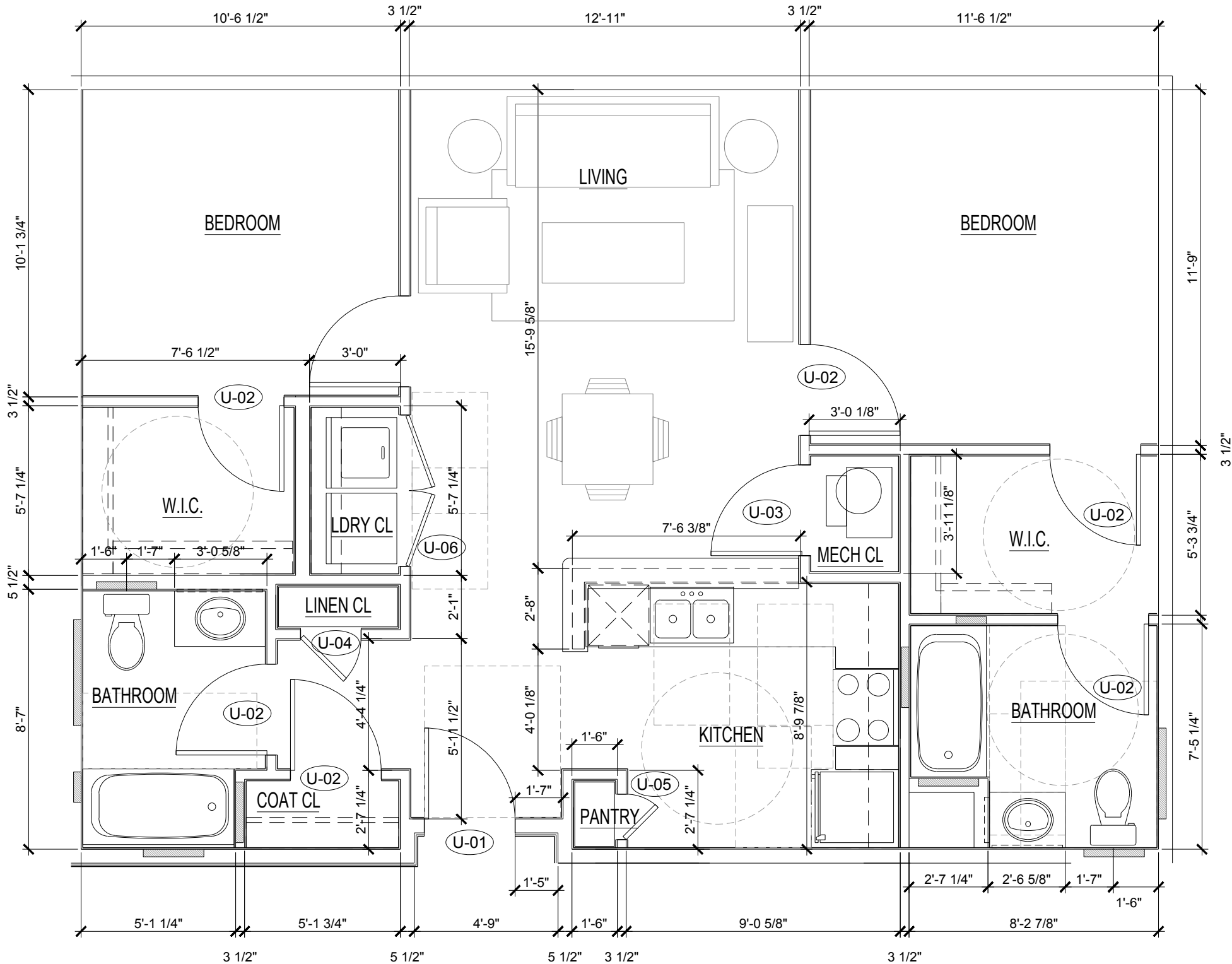
400 N BROADWAY - GREEN BAY, WI

11.15.2018

| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

UNIT PLAN NOTES

1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.



2 Br 2 Bth HC - UNIT PLAN

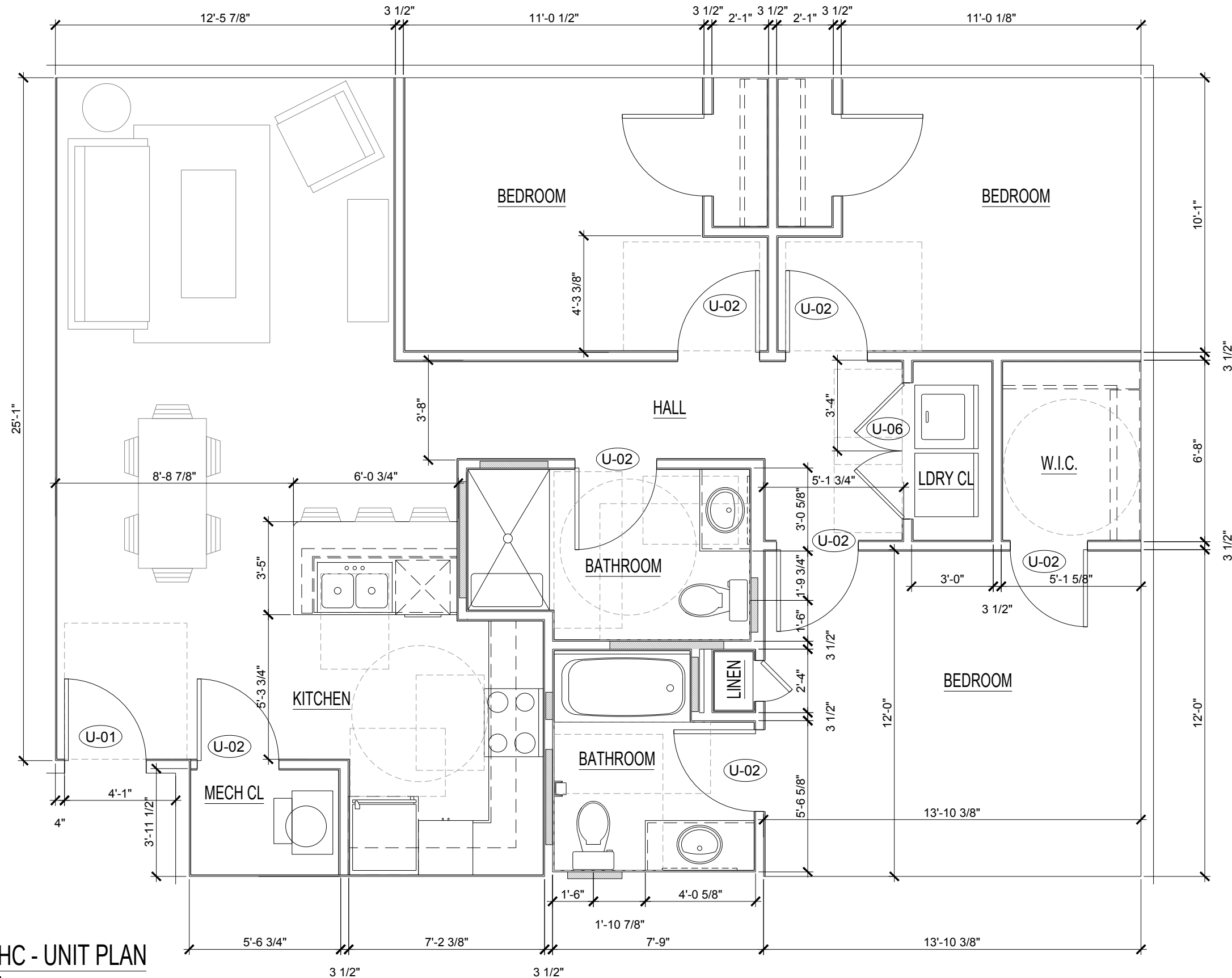
Scale: 1/4"=1'-0"

(ANSI TYPE B UNIT) | 941 SF

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018



### 3 Br 2 Bth HC - UNIT PLAN

Scale: 1/4"=1'-0"

(ANSI TYPE A UNIT) | 1200 SF

| APARTMENT UNIT DOOR SCHEDULE |             |        |             |           |
|------------------------------|-------------|--------|-------------|-----------|
| MARK                         | DOOR PANELS |        |             |           |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM      |
| U01                          | 3'-0"       | 7'-0"  | SINGLE      | ENTRY     |
| U02                          | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH  |
| U03                          | 3'-0"       | 6'-8"  | SINGLE      | MECH CL.  |
| U04                          | 2'-0"       | 6'-8"  | SINGLE      | CLOSET    |
| U05                          | 1'-6"       | 6'-8"  | SINGLE      | CLOSET    |
| U06                          | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY |
| U07                          | 4'-0"       | 6'-8"  | PAIR        | CLOSET    |

#### UNIT PLAN NOTES

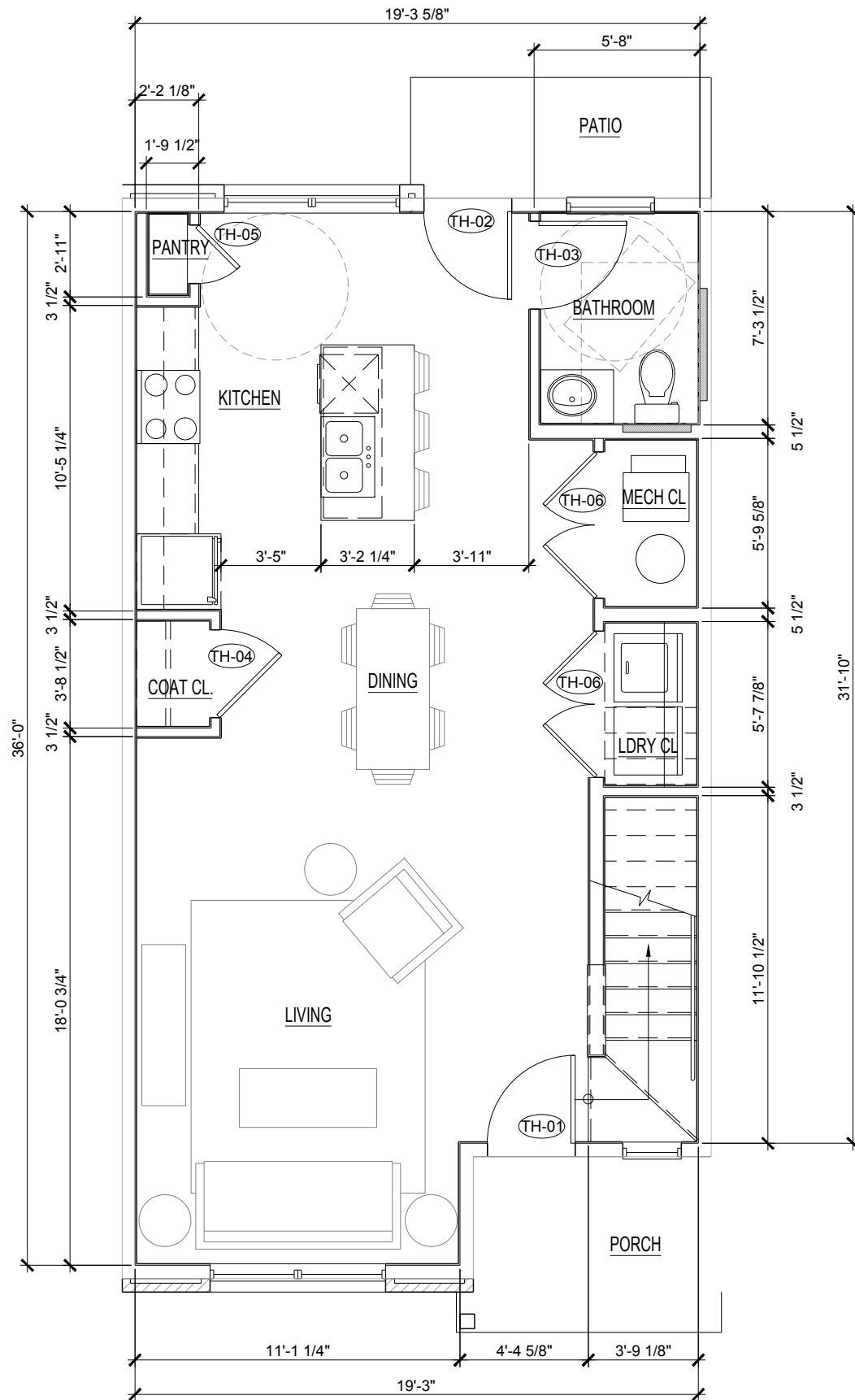
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018





| APARTMENT UNIT DOOR SCHEDULE |             |        |             |            |
|------------------------------|-------------|--------|-------------|------------|
| MARK                         | DOOR PANELS |        |             |            |
|                              | WIDTH       | HEIGHT | SINGLE/PAIR | ROOM       |
| TH01                         | 3'-0"       | 7'-0"  | SINGLE      | ENTRY      |
| TH02                         | 3'-0"       | 7'-0"  | SINGLE      | REAR ENTRY |
| TH03                         | 3'-0"       | 6'-8"  | SINGLE      | BED/BATH   |
| TH04                         | 3'-0"       | 6'-8"  | SINGLE      | CLOSET     |
| TH05                         | 2'-0"       | 6'-8"  | SINGLE      | CLOSET     |
| TH06                         | 5'-0"       | 6'-8"  | PAIR        | MECH/LDRY  |
| TH07                         | 4'-0"       | 6'-8"  | PAIR        | CLOSET     |

- UNIT PLAN NOTES
1. INTERIOR PARTITIONS ARE MEASURED TO FACE OF FRAMING UNLESS NOTED OTHERWISE.
  2. UNIT AREA CALCULATIONS INCLUDE THICKNESS OF UNIT PERIMETER STUD WALL, THICKNESS OF CORRIDOR WALLS, AND THE AREA MEASURED TO THE CENTERLINE OF ANY PARTY WALLS.
  3. HATCHED WALLS INDICATE LOCATIONS OF REINFORCEMENT PROVIDED FOR THE FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH ANSI 117.1 2009.

TOWN HOUSE 1st FLOOR PLAN  
Scale: 3/16"=1'-0"  
(20% ANSI VISITABLE UNIT) | 1418 SF





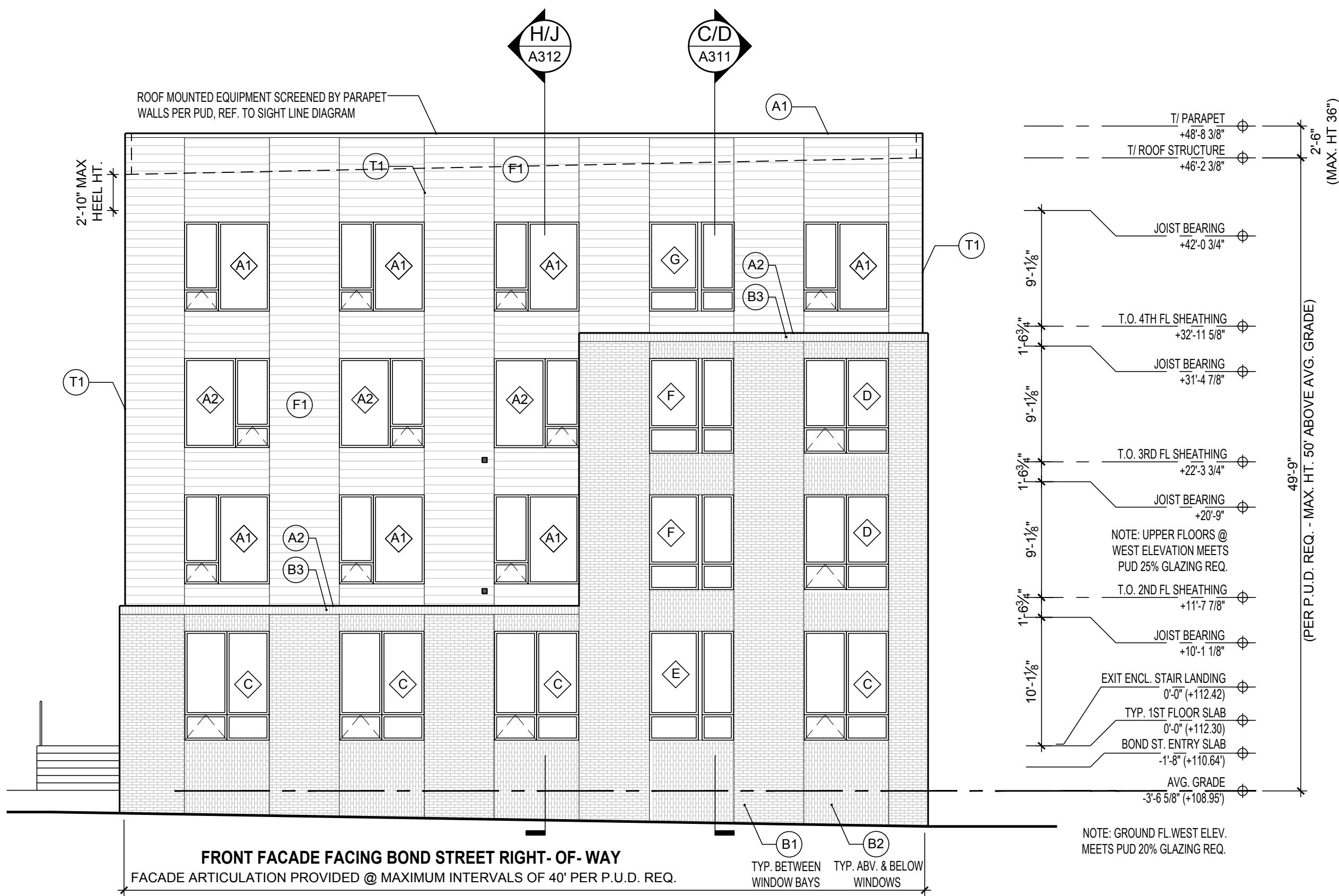


Stamp

### General Notes - Exterior Elevations:

- SIDEWALKS AT BUILDING AND STRUCTURES SHALL BE 1/2" MAX BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE W/ ADA STANDARDS.
- BUILDINGS AND UNITS MUST BE IDENTIFIED USING CLEARLY VISIBLE SIGNAGE AND/OR NUMBERS, WHERE UNIT AND BUILDING IDENTIFICATION SIGNAGE MUST BE WELL LIT FROM DUSK UNTIL DAWN.
- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ADDITIONAL ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
- ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTION & PROJECT SPECIFICATIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF TERMINATES INTO BRICK WALL. SEE WALL SECTIONS FOR ADDITIONAL INFORMATION.
- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

| EXTERIOR MATERIAL LEGEND |                                                                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B1                       | MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN                                                                                                           |
| B2                       | MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN                                                                                                             |
| B3                       | MODULAR BRICK SOLDIER COURSE                                                                                                                               |
| F1                       | FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE<br>BUILDING 1: COLOR TO MATCH A1 COPING<br>BUILDING 2: COLOR TBD<br>BUILDING 3: COLOR TBD<br>GARAGES: COLOR TBD |
| F2                       | FIBER CEMENT BOARD PANEL SIDING<br>BUILDING 1: WHITE<br>BUILDING 2: WHITE<br>BUILDING 3: WHITE                                                             |
| T1                       | PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.                                                  |
| T2                       | 1x FIBER CEMENT BOARD TRIM OR FASCIA                                                                                                                       |
| A1                       | PREFINISHED METAL COPING - KYNAR COLOR TBD                                                                                                                 |
| A2                       | PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1                                                                                                       |
| A3                       | PREFINISHED METAL FASCIA - BLACK                                                                                                                           |
| A4                       | PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY                                     |
| A5                       | PREFINISHED BREAK METAL WRAP - BLACK                                                                                                                       |
| M1                       | PREFINISHED OR PAINTED METAL RAILING                                                                                                                       |
| R1                       | ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY                                                                                   |
| R2                       | CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)                                                                                                  |
| R3                       | PREFIN. STANDING SEAM MTL. ROOF - KYNAR COLOR TBD BY ARCH                                                                                                  |
| L1                       | EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE                                                                                    |
| V1                       | EXHAUST VENT, REFER TO MECH. DWG, MATCH ADJ. SIDING                                                                                                        |





Stamp

Client

TWG DEVELOPMENT, LLC  
333 Pennsylvania St.  
Suite 100  
Indianapolis, Indiana 46204

Project

BROADWAY LOFTS  
BUILDING 1  
300 Bond Street  
Green Bay, Wisconsin 54303

Revisions

Submission

Progress  
Design Review  
Lot Split  
Planning  
Zoning  
50% Client Review  
85% Client Review  
Permit Submission  
Building Permit  
Construction

Current Date 04/05/19  
Drawn By HN  
Checked By MH  
Job Number 18040

Sheet

EXTERIOR  
ELEVATIONS  
(BLDG 1)

Discipline & Number

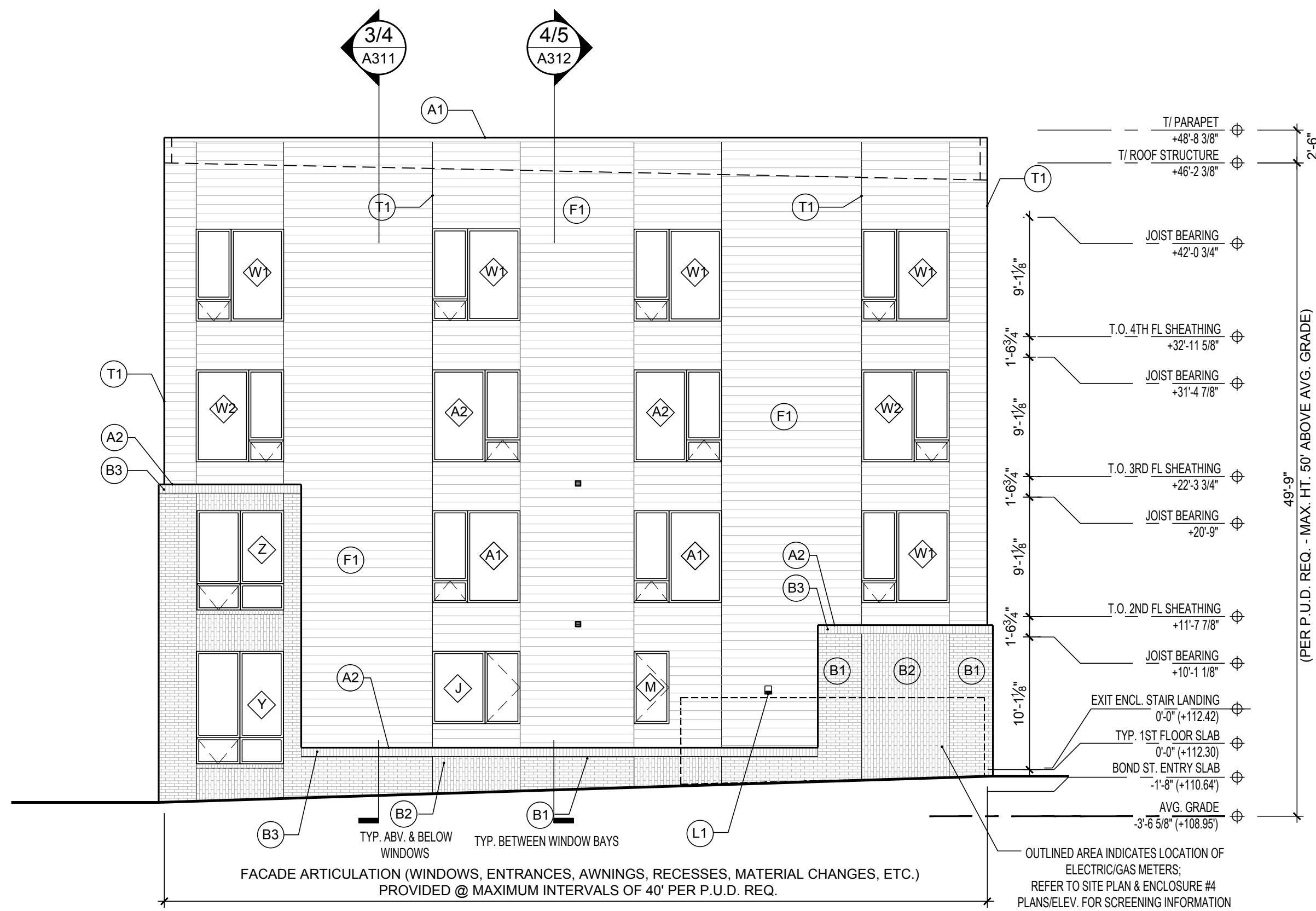
A212

## EXTERIOR MATERIAL LEGEND

|    |                                                                                                                                                            |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B1 | MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN                                                                                                           |
| B2 | MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN                                                                                                             |
| B3 | MODULAR BRICK SOLDIER COURSE                                                                                                                               |
| F1 | FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE<br>BUILDING 1: COLOR TO MATCH A1 COPING<br>BUILDING 2: COLOR TBD<br>BUILDING 3: COLOR TBD<br>GARAGES: COLOR TBD |
| F2 | FIBER CEMENT BOARD PANEL SIDING<br>BUILDING 1: WHITE<br>BUILDING 2: WHITE<br>BUILDING 3: WHITE                                                             |
| T1 | PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS<br>ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.                                               |
| T2 | 1x FIBER CEMENT BOARD TRIM OR FASCIA                                                                                                                       |
| A1 | PREFINISHED METAL COPING - KYNAR COLOR TBD                                                                                                                 |
| A2 | PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1                                                                                                       |
| A3 | PREFINISHED METAL FASCIA - BLACK                                                                                                                           |
| A4 | PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO<br>MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH<br>STOREFRONT AT ENTRY                               |
| A5 | PREFINISHED BREAK METAL WRAP - BLACK                                                                                                                       |
| M1 | PREFINISHED OR PAINTED METAL RAILING                                                                                                                       |
| R1 | ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A<br>MINIMUM 40 YEAR WARRANTY                                                                                |
| R2 | CONTINUOUS SHINGLED RIDGE VENT<br>(MAY NOT OCCUR IN PROJECT)                                                                                               |
| R3 | PREFIN. STANDING SEAM MTL. ROOF - KYNAR COLOR TBD BY ARCH                                                                                                  |
| L1 | EXTERIOR LIGHT FIXTURE. REFER TO ELECTRICAL<br>DRAWINGS & FIXTURE SCHEDULE                                                                                 |
| V1 | EXHAUST VENT. REFER TO MECH. DWG. MATCH ADJ. SIDING                                                                                                        |

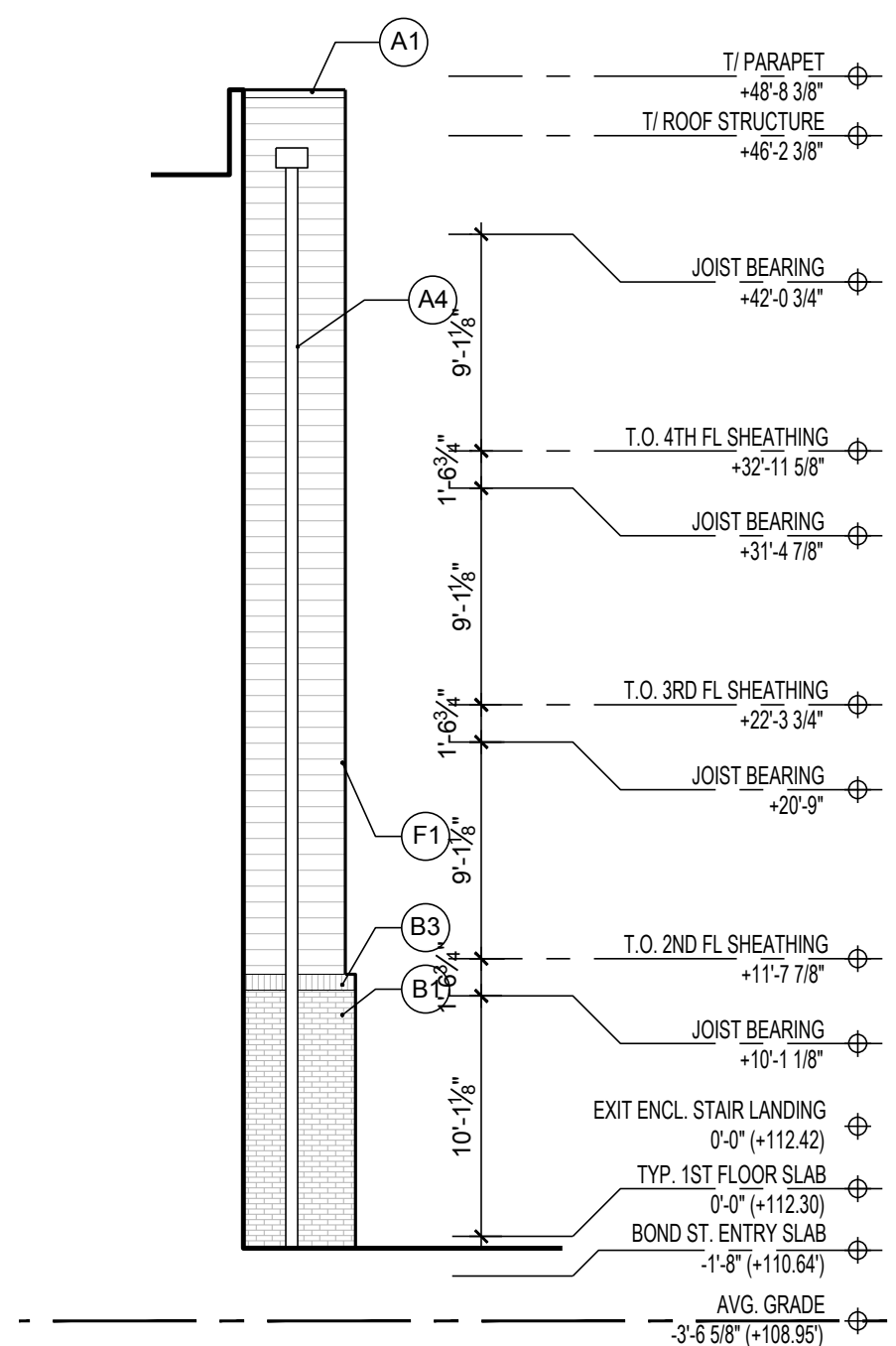
## General Notes - Exterior Elevations:

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- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
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- SEE ROOF PLANS FOR ADDITIONAL ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
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- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.



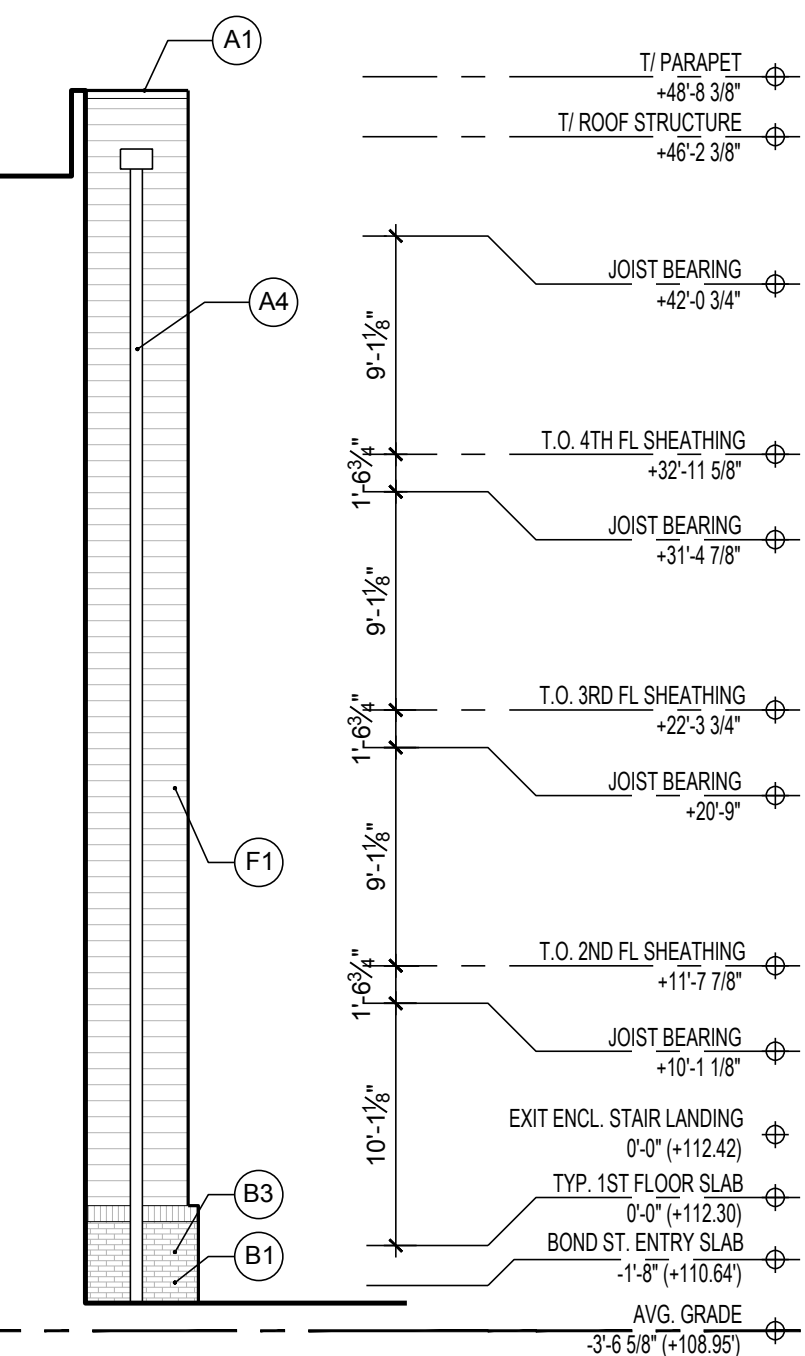
1 - East Elevation

Scale: 1/8" = 1'-0"



5 - East/West Elevation

Scale: 1/8" = 1'-0"



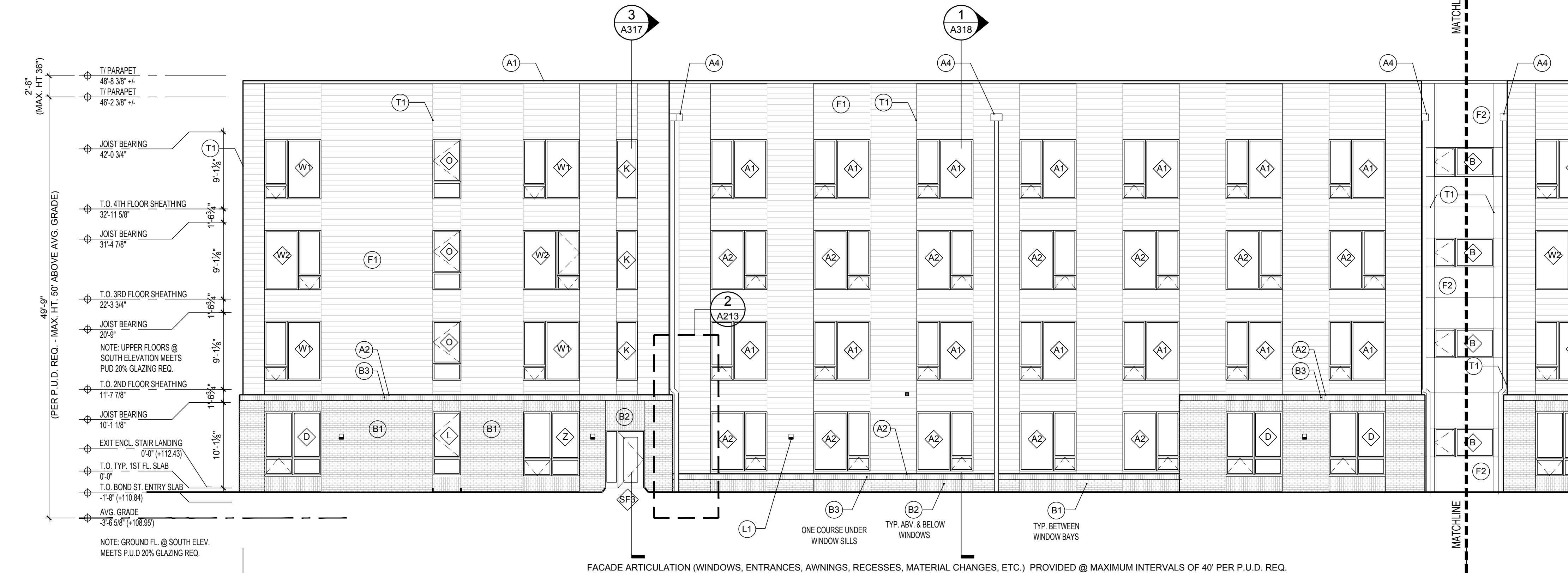
6 - East/West Elevation

Scale: 1/8" = 1'-0"



3 - Partial North Elevation Bldg 1 (Match Line Section A)

Scale: 1/8" = 1'-0"



4 - Partial South Elevation Bldg 1 (Match Line Section B)

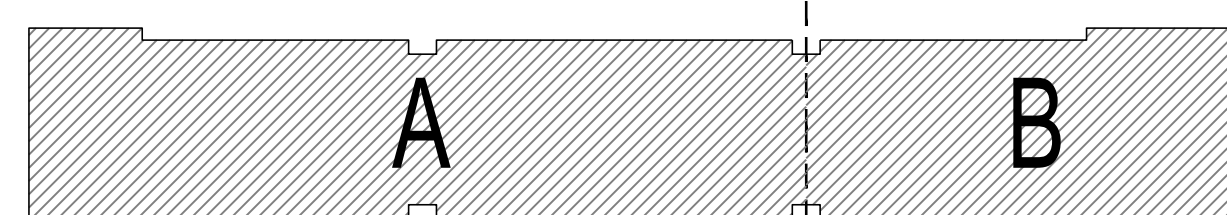
Scale: 1/8" = 1'-0"

## CITY DESIGN APPROVAL NOTES:

1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE EXCEPTION OF SECTION 2, ITEM J: ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials. PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.

## MATCH LINE KEY PLAN - BUILDING 1





CITY DESIGN APPROVAL NOTES:  
1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE FOLLOWING EXCEPTIONS:

-SECTION 2, ITEM J: ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials  
-SECTION 2, ITEM J: ARCHITECTURE DESIGN STANDARDS, (c.) Facade Articulation, (2)ii & (2)iii (Res. Glazing %)  
PLEASE REFER TO THE EXHIBITS SUBMITTED WITH THIS DRAWING SET FOR A LIST OF THE CLADDING PERCENTAGES AND A REQUEST FOR AN EXCEPTION.

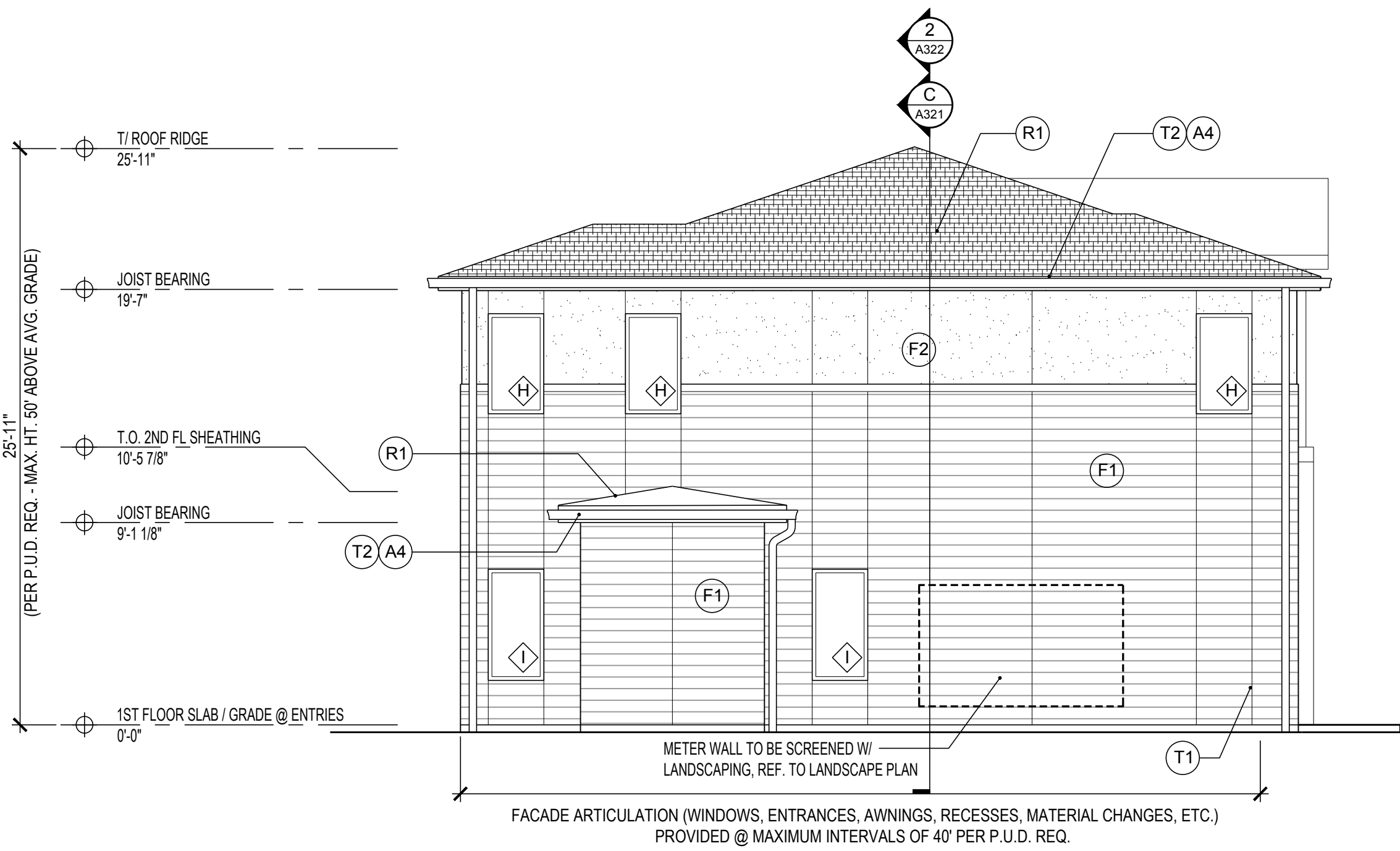
#### EXTERIOR MATERIAL LEGEND

|           |                                                                                                                                                            |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B1</b> | MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN                                                                                                           |
| <b>B2</b> | MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN                                                                                                             |
| <b>B3</b> | MODULAR BRICK SOLDIER COURSE                                                                                                                               |
| <b>F1</b> | FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE<br>BUILDING 1: COLOR TO MATCH A1 COPING<br>BUILDING 2: COLOR TBD<br>BUILDING 3: COLOR TBD<br>GARAGES: COLOR TBD |
| <b>F2</b> | FIBER CEMENT BOARD PANEL SIDING<br>BUILDING 1: WHITE<br>BUILDING 2: WHITE<br>BUILDING 3: WHITE                                                             |
| <b>T1</b> | PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.                                                  |
| <b>T2</b> | 1x FIBER CEMENT BOARD TRIM OR FASCIA                                                                                                                       |
| <b>A1</b> | PREFINISHED METAL COPING - KYNAR COLOR TBD                                                                                                                 |
| <b>A2</b> | PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1                                                                                                       |
| <b>A3</b> | PREFINISHED METAL FASCIA - BLACK                                                                                                                           |
| <b>A4</b> | PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY                                     |
| <b>A5</b> | PREFINISHED BREAK METAL WRAP - BLACK                                                                                                                       |
| <b>M1</b> | PREFINISHED OR PAINTED METAL RAILING                                                                                                                       |
| <b>R1</b> | ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY                                                                                   |
| <b>R2</b> | CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)                                                                                                  |
| <b>R3</b> | PREFIN. STANDING SEAM MTL ROOF - KYNAR COLOR TBD BY ARCH                                                                                                   |
| <b>L1</b> | EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE                                                                                    |
| <b>V1</b> | EXHAUST VENT, REFER TO MECH. DWG, MATCH ADJ. SIDING                                                                                                        |

#### General Notes - Exterior Elevations:

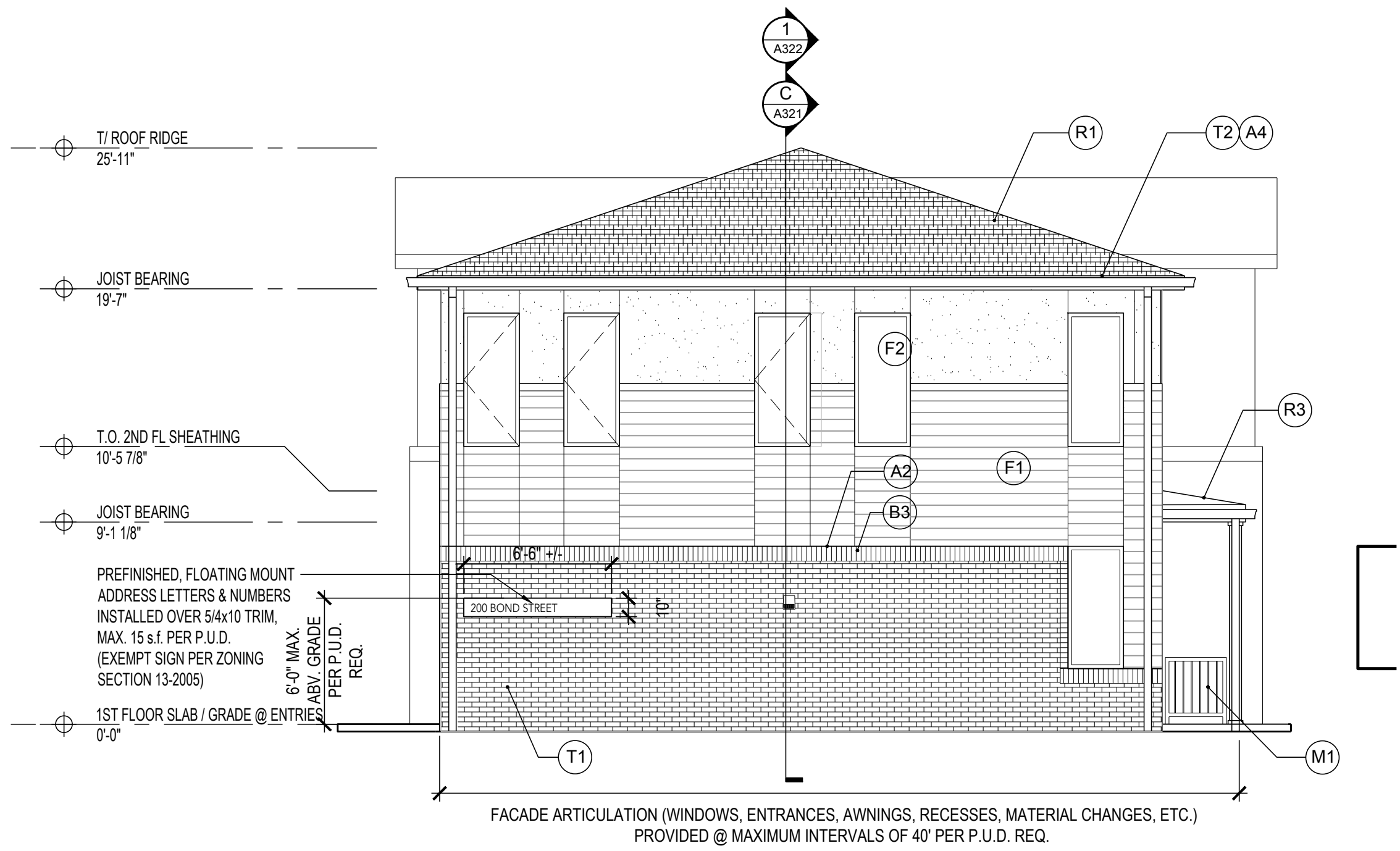
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- SEE SECTION AND PLAN DETAILS FOR TRIM TYPES & SIZES. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

Stamp



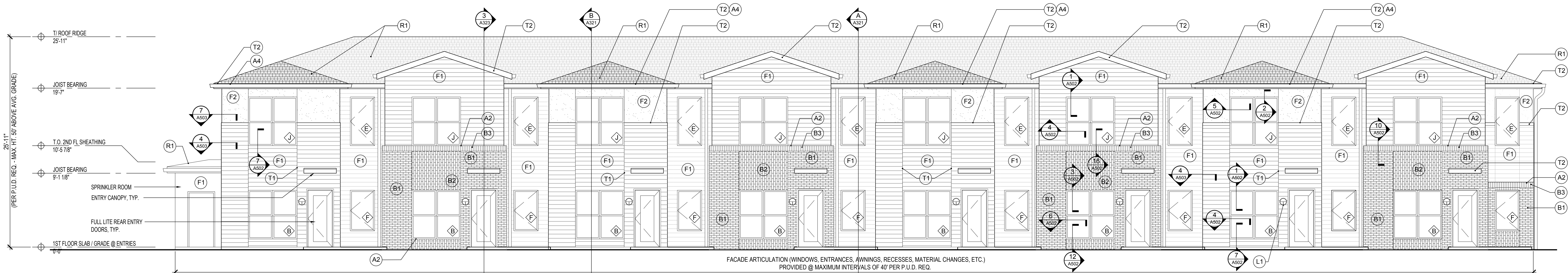
1 - East Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



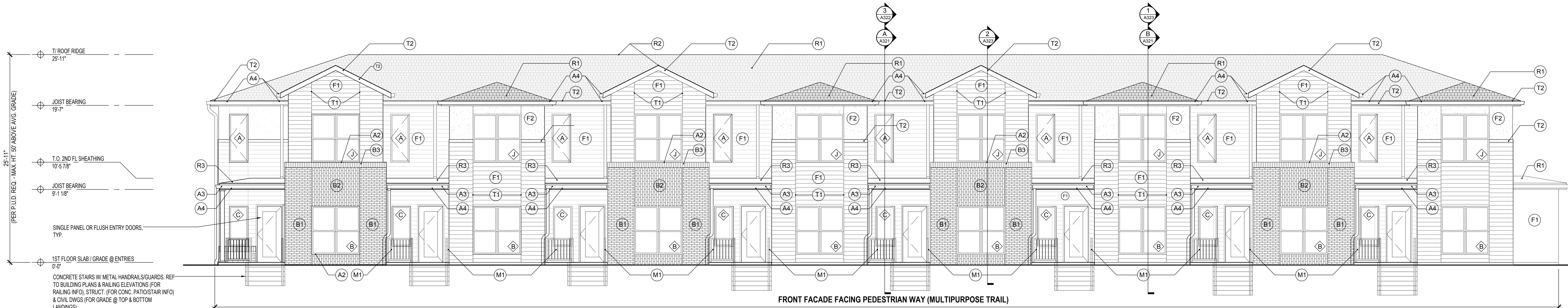
2 - West Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



3 - North Elevation (Bldg 2)

Scale: 3/16" = 1'-0"



4 - South Elevation (Bldg 2)

Scale: 3/16" = 1'-0"

Client

**TWG DEVELOPMENT, LLC**  
333 Pennsylvania St.  
Suite 100  
Indianapolis, Indiana 46204

Project

**BROADWAY LOFTS BUILDING 2**  
200 Bond Street  
Green Bay, Wisconsin 54303

Revisions

Submission

- Progress
- Design Review
- Lot Split
- Planning
- Zoning
- 50% Client Review
- 85% Client Review
- Permit Submission
- Building Permit
- Construction

Current Date 04/05/19

Drawn By HN

Checked By MH

Job Number 18040

Sheet

**EXTERIOR ELEVATIONS (BLDG 2)**

Discipline & Number



CITY DESIGN APPROVAL NOTES:  
1. 'P.U.D.' REFERS TO GREEN BAY ZONING ORDINANCE NO. 15-18.

2. THE PROPOSED EXTERIOR DESIGN MEETS ALL REQUIREMENTS OF THE BROADWAY PUD CRITERIA STANDARDS, WITH THE FOLLOWING EXCEPTIONS:

-SECTION 2, ITEM J: *ARCHITECTURE DESIGN STANDARDS, (b.) Exterior Materials*  
-SECTION 2, ITEM J: *ARCHITECTURE DESIGN STANDARDS, (c.) Facade Articulation, (2)ii & (2)iii (Res. Glazing %)*  
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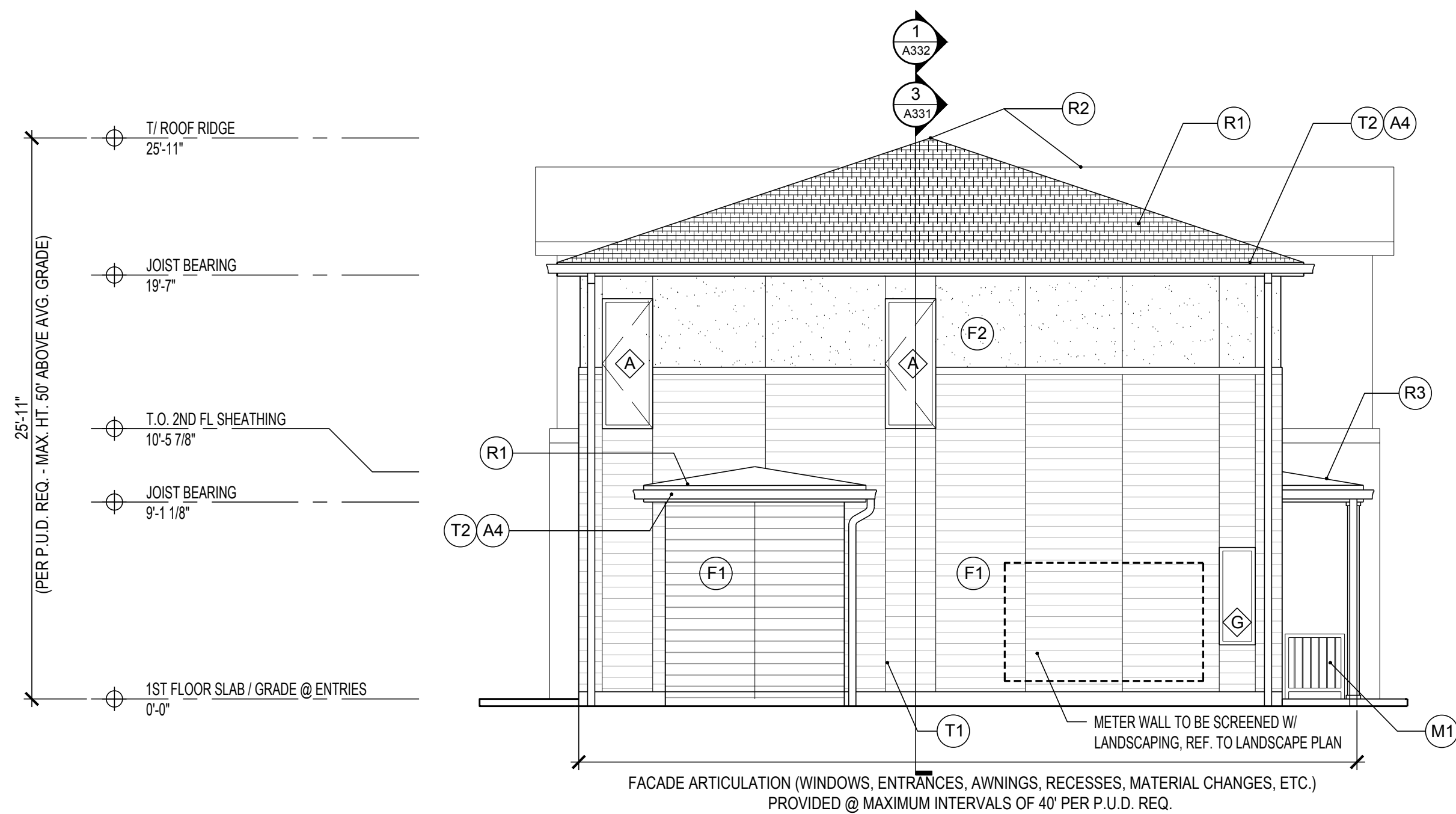
#### EXTERIOR MATERIAL LEGEND

|           |                                                                                                                                                            |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B1</b> | MODULAR BRICK W/ HORIZONTAL RUNNING BOND PATTERN                                                                                                           |
| <b>B2</b> | MODULAR BRICK W/ VERTICAL RUNNING BOND PATTERN                                                                                                             |
| <b>B3</b> | MODULAR BRICK SOLDIER COURSE                                                                                                                               |
| <b>F1</b> | FIBER CEMENT BOARD LAP SIDING, 6" EXPOSURE<br>BUILDING 1: COLOR TO MATCH A1 COPING<br>BUILDING 2: COLOR TBD<br>BUILDING 3: COLOR TBD<br>GARAGES: COLOR TBD |
| <b>F2</b> | FIBER CEMENT BOARD PANEL SIDING<br>BUILDING 1: WHITE<br>BUILDING 2: WHITE<br>BUILDING 3: WHITE                                                             |
| <b>T1</b> | PREFIN. EXTRUDED ALUMINUM TRIM. REFER TO EXT. DETAILS ON A213, A502 & A503 FOR ADDITIONAL TRIM LOCATIONS.                                                  |
| <b>T2</b> | 1x FIBER CEMENT BOARD TRIM OR FASCIA                                                                                                                       |
| <b>A1</b> | PREFINISHED METAL COPING - KYNAR COLOR TBD                                                                                                                 |
| <b>A2</b> | PREFIN. MTL BRICK FLASHING - KYNAR COLOR TO MATCH A1                                                                                                       |
| <b>A3</b> | PREFINISHED METAL FASCIA - BLACK                                                                                                                           |
| <b>A4</b> | PREFIN. METAL SCUPPERS/DOWNSPOUT/GUTTER. COLOR TO MATCH A1 AT LAP SIDING LOCATIONS. COLOR TO MATCH STOREFRONT AT ENTRY                                     |
| <b>A5</b> | PREFINISHED BREAK METAL WRAP - BLACK                                                                                                                       |
| <b>M1</b> | PREFINISHED OR PAINTED METAL RAILING                                                                                                                       |
| <b>R1</b> | ASPHALT DIMENSIONAL ANTI-FUNGAL SHINGLES WITH A MINIMUM 40 YEAR WARRANTY                                                                                   |
| <b>R2</b> | CONTINUOUS SHINGLED RIDGE VENT (MAY NOT OCCUR IN PROJECT)                                                                                                  |
| <b>R3</b> | PREFIN. STANDING SEAM MTL ROOF - KYNAR COLOR TBD BY ARCH                                                                                                   |
| <b>L1</b> | EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS & FIXTURE SCHEDULE                                                                                    |
| <b>V1</b> | EXHAUST VENT, REFER TO MECH. DWS, MATCH ADJ. SIDING                                                                                                        |

#### General Notes - Exterior Elevations:

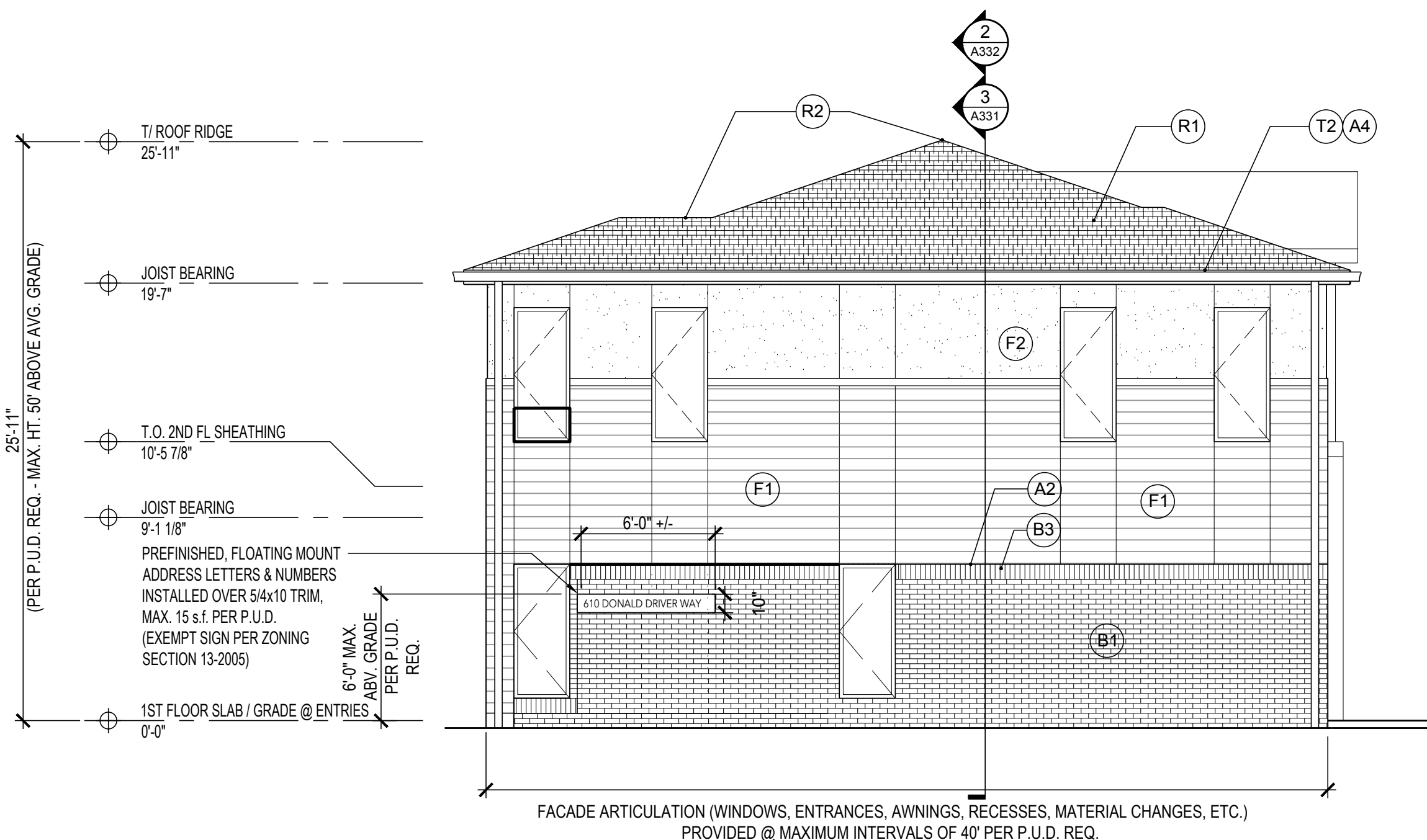
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Stamp



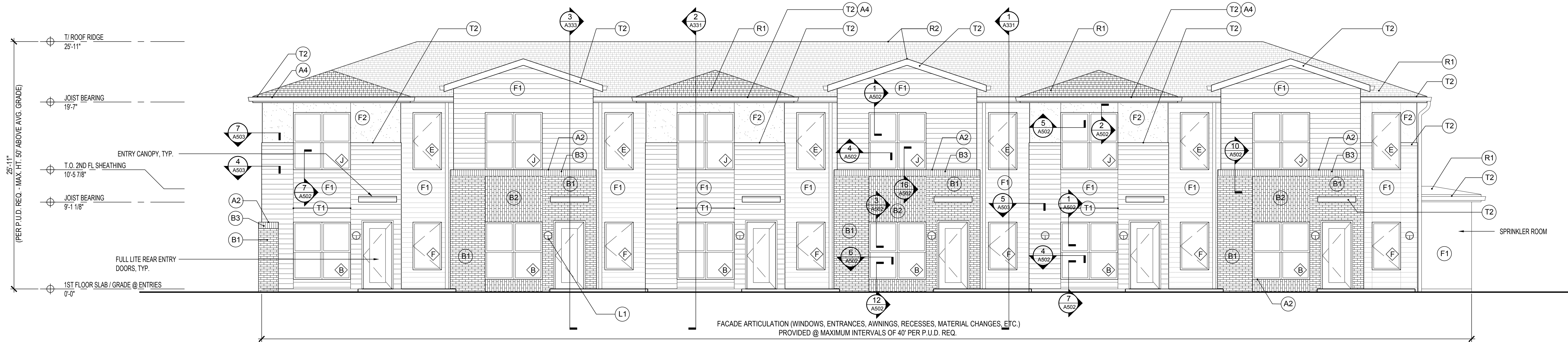
1 - North Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



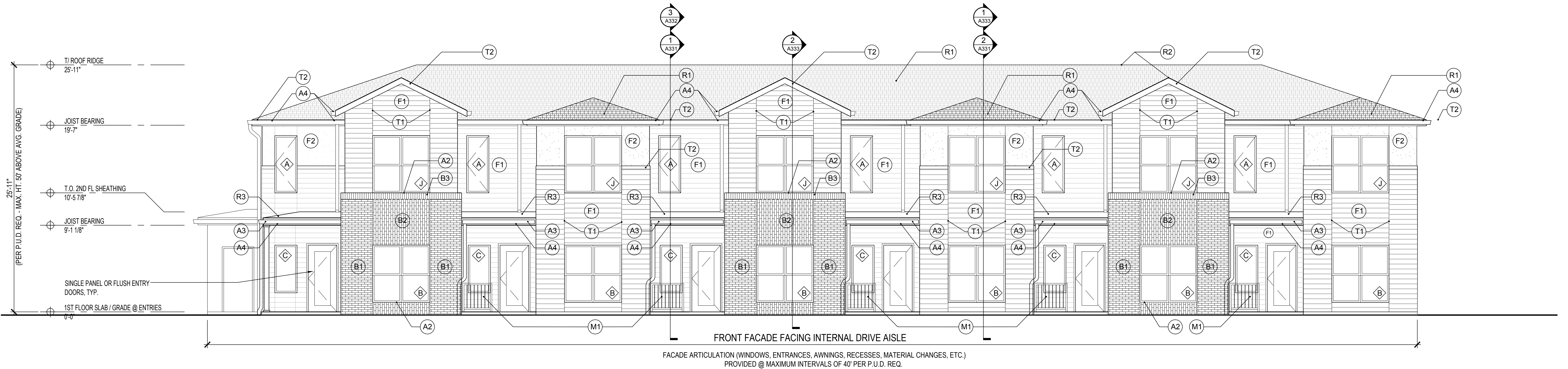
2 - South Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



3 - East Elevation (Bldg 3)

Scale: 3/16" = 1'-0"



4 - West Elevation (Bldg 3)

Scale: 3/16" = 1'-0"

Client

**TWG DEVELOPMENT, LLC**  
333 Pennsylvania St.  
Suite 100  
Indianapolis, Indiana 46204

Project

**BROADWAY LOFTS BUILDING 3**  
610 Donald Driver Way  
Green Bay, Wisconsin 54303

Revisions

Submission

- Progress
- Design Review
- Lot Split
- Planning
- Zoning
- 50% Client Review
- 85% Client Review
- Permit Submission
- Site Plan Approval
- Construction

Current Date 04/05/19  
Drawn By HN  
Checked By MH  
Job Number 18040

Sheet

**EXTERIOR ELEVATIONS (BLDG 3)**

Discipline & Number

**A231**





## PRO FORMA NET OPERATING INCOME

Broadway Lofts

107 Units / Green Bay, WI

| New/Existing | Bedrooms | Bathrooms | Square Feet | Units | Median Income % | Asking   | Rent/SF | Gross    | Utility Allowance | Net LIHTC Max | Market Rent | Advantage | Rental Income Monthly | Annual           |
|--------------|----------|-----------|-------------|-------|-----------------|----------|---------|----------|-------------------|---------------|-------------|-----------|-----------------------|------------------|
| New          | 1        | 1.0       | 705         | 10    | 40%             | \$ 507   | \$ 0.72 | \$ 613   | \$ 106            | \$ 507        | \$ 1,020    | 40%       | 5,070                 | 60,840           |
| New          | 1        | 1.0       | 705         | 21    | 50%             | \$ 660   | \$ 0.94 | \$ 766   | \$ 106            | \$ 660        | \$ 1,020    | 25%       | 13,860                | 166,320          |
| New          | 1        | 1.0       | 841         | 6     | 60%             | \$ 765   | \$ 0.91 | \$ 920   | \$ 106            | \$ 814        | \$ 1,020    | 15%       | 4,590                 | 55,080           |
| New          | 2        | 1.0       | 850         | 16    | 60%             | \$ 923   | \$ 1.09 | \$ 1,104 | \$ 123            | \$ 981        | \$ 1,435    | 27%       | 14,768                | 177,216          |
| New          | 2        | 1.0       | 943         | 2     | 60%             | \$ 923   | \$ 0.98 | \$ 1,104 | \$ 123            | \$ 981        | \$ 1,435    | 27%       | 1,846                 | 22,152           |
| New          | 2        | 1.0       | 943         | 2     | 70%             | \$ 1,036 | \$ 1.10 | \$ 1,288 | \$ 123            | \$ 1,165      | \$ 1,435    | 19%       | 2,072                 | 24,864           |
| New          | 2        | 1.0       | 895         | 23    | 60%             | \$ 923   | \$ 1.03 | \$ 1,104 | \$ 123            | \$ 981        | \$ 1,435    | 27%       | 21,229                | 254,748          |
| New          | 2        | 1.0       | 858         | 3     | 60%             | \$ 923   | \$ 1.08 | \$ 1,104 | \$ 123            | \$ 981        | \$ 1,435    | 36%       | 2,769                 | 33,228           |
| New          | 2        | 2.0       | 942         | 8     | 70%             | \$ 1,036 | \$ 1.10 | \$ 1,288 | \$ 123            | \$ 1,165      | \$ 1,480    | 30%       | 8,288                 | 99,456           |
| New          | 3        | 2.0       | 1,240       | 2     | 70%             | \$ 1,197 | \$ 0.97 | \$ 1,488 | \$ 143            | \$ 1,345      | \$ 1,680    | 29%       | 2,394                 | 28,728           |
| New          | 3        | 2.0       | 1,423       | 4     | 70%             | \$ 1,197 | \$ 0.84 | \$ 1,488 | \$ 143            | \$ 1,345      | \$ 1,680    | 29%       | 4,788                 | 57,456           |
| New          | 3        | 2.0       | 1,423       | 10    | 80%             | \$ 1,388 | \$ 0.98 | \$ 1,701 | \$ 143            | \$ 1,558      | \$ 1,680    | 17%       | 13,880                | 166,560          |
|              |          |           |             | 107   |                 |          |         |          |                   |               |             |           |                       |                  |
|              |          |           |             |       |                 |          |         |          |                   |               |             |           | 95,554                | 1,146,648        |
|              |          |           |             |       |                 |          |         |          |                   |               |             |           | Vacancy 5.00%         | (4,778) (57,332) |

### NET RENTAL INCOME

90,776 1,089,316

### OTHER INCOME

|              | Units | Per Unit Monthly | Annual | Vacancy |      | Monthly | Annual |
|--------------|-------|------------------|--------|---------|------|---------|--------|
| Misc. Income | 107   | 25.00            | 300    | 5.00%   | (15) | 2,541   | 30,495 |
| Garages      | 20    | 50.00            | 600    | 7.00%   | (42) | 930     | 11,160 |
| TIF PayGo    | 1     | 7,462            | 89,540 | 0.00%   | 0    | 7,462   | 89,540 |

### EFFECTIVE GROSS INCOME

(57) 101,709 1,220,510

### OPERATING EXPENSES

|                                       |
|---------------------------------------|
| Property Management Fee - EGI (4.00%) |
| Administrative                        |
| Utilities                             |
| Salaries and Benefits                 |
| Repairs and Supplies                  |
| Taxes                                 |
| Insurance                             |

### TOTAL OPERATING EXPENSES

Replacement Reserves

### NET OPERATING INCOME

### HARD DEBT SERVICE

### NET CASH FLOW

### HARD DEBT SERVICE COVERAGE RATIO

1.27

| Per Unit |        | Total   |         |
|----------|--------|---------|---------|
| Monthly  | Annual | Monthly | Annual  |
| 38.02    | 456    | 4,068   | 48,820  |
| 33.33    | 400    | 3,567   | 42,800  |
| 58.33    | 700    | 6,242   | 74,900  |
| 91.67    | 1,100  | 9,808   | 117,700 |
| 71.67    | 860    | 7,668   | 92,020  |
| 133.12   | 1,597  | 14,244  | 170,925 |
| 21.25    | 255    | 2,274   | 27,285  |
| 447.39   | 5,369  | 47,871  | 574,450 |

53,838 613,960

40,184 \$482,213

10,979 131,747





## SOURCE AND USE OF FUNDS

Broadway Lofts  
107 Units / Green Bay, WI

### SOURCES OF FUNDS

#### TAX CREDIT EQUITY

Federal Low Income Tax Credits @ 93.00%  
State Low Income Tax Credits @ 72.50%  
EQUITY

| TOTAL      | PER UNIT |       |
|------------|----------|-------|
|            | \$       | %     |
| 7,861,154  | 73,469   | 34.9% |
| 3,325,795  | 31,082   | 14.8% |
| 11,186,949 | 104,551  | 49.7% |

#### PARTNER EQUITY AND OTHER CONTRIBUTIONS

General Partner Contribution  
AT&T

|        |     |      |
|--------|-----|------|
| 100    | 1   | 0.0% |
| 26,750 | 250 | 0.1% |
| 26,850 | 251 | 0.1% |

#### PARTNER EQUITY AND OTHER CONTRIBUTIONS

#### HARD PERMANENT FINANCING

CRBT Tax Exempt @ 4.65%

#### HARD PERMANENT FINANCING

|           |        |       |
|-----------|--------|-------|
| 8,750,000 | 81,776 | 38.9% |
| 8,750,000 | 81,776 | 38.9% |

#### SOFT PERMANENT FINANCING

City of Green Bay HOME Loan @ 0.00%  
Green Bay Housing Authority @ 1.50%  
Brown County Housing Authority @ 0.00%  
SOFT PERMANENT FINANCING

|         |       |      |
|---------|-------|------|
| 100,000 | 935   | 0.4% |
| 530,000 | 4,953 | 2.4% |
| 150,000 | 1,402 | 0.7% |
| 780,000 | 7,290 | 3.5% |

#### DEFERRED DEVELOPMENT FEES - 50.2%

|           |        |      |
|-----------|--------|------|
| 1,772,919 | 16,569 | 7.9% |
|-----------|--------|------|

#### TOTAL SOURCES OF FUNDS

|            |         |        |
|------------|---------|--------|
| 22,516,718 | 210,437 | 100.0% |
|------------|---------|--------|

### USES OF FUNDS

#### LAND & IMPROVEMENTS

Land

| INELIGIBLE COSTS | NEW/REHAB | ELIGIBLE BASIS |          |       |         | TOTAL | PER UNIT |   |
|------------------|-----------|----------------|----------|-------|---------|-------|----------|---|
|                  |           | ACQUISITION    | HISTORIC | STATE |         |       | \$       | % |
| 650,000          | -         | -              | -        | -     | 650,000 | 6,075 | 2.9%     |   |
| 650,000          | -         | -              | -        | -     | 650,000 | 6,075 | 2.9%     |   |

#### HARD COSTS

GC Contract w. GC Fees at 5/2/5-Net  
Hard Cost Contingency - 5.1%  
Builder's Risk

|         |            |   |   |            |            |         |       |  |
|---------|------------|---|---|------------|------------|---------|-------|--|
| 325,175 | 13,629,741 | - | - | 13,629,741 | 13,954,916 | 130,420 | 62.0% |  |
| -       | 697,746    | - | - | 697,746    | 6,521      | 3.1%    |       |  |
| -       | 57,500     | - | - | 57,500     | 537        | 0.3%    |       |  |

#### HARD COSTS

|         |            |   |   |            |            |         |       |  |
|---------|------------|---|---|------------|------------|---------|-------|--|
| 325,175 | 14,384,987 | - | - | 14,384,987 | 14,710,162 | 137,478 | 65.3% |  |
|---------|------------|---|---|------------|------------|---------|-------|--|

#### SOFT COSTS

Architectural - Design  
Architectural - Supervision  
Civil Engineering  
Building Permits  
Tap Fees  
Environmental  
Survey  
Market Study  
Appraisal  
Legal Fees  
Accounting/Cost Cert  
Furniture and Equipment  
Lease Up and Marketing  
Soft Cost Contingency  
Consulting Fee  
Soil Borings  
Green Building Consultant  
Wisconsin Public Service Infrastructure  
Emerging Business Consultant

|        |         |   |   |         |         |       |      |  |
|--------|---------|---|---|---------|---------|-------|------|--|
| -      | 340,000 | - | - | 340,000 | 340,000 | 3,178 | 1.5% |  |
| -      | 40,000  | - | - | 40,000  | 40,000  | 374   | 0.2% |  |
| -      | 20,650  | - | - | 20,650  | 20,650  | 193   | 0.1% |  |
| -      | 40,000  | - | - | 40,000  | 40,000  | 374   | 0.2% |  |
| -      | 30,000  | - | - | 30,000  | 30,000  | 280   | 0.1% |  |
| -      | 35,000  | - | - | 35,000  | 35,000  | 327   | 0.2% |  |
| -      | 7,500   | - | - | 7,500   | 7,500   | 70    | 0.0% |  |
| -      | 6,000   | - | - | 6,000   | 6,000   | 56    | 0.0% |  |
| -      | 6,000   | - | - | 6,000   | 6,000   | 56    | 0.0% |  |
| -      | 100,000 | - | - | 100,000 | 100,000 | 935   | 0.4% |  |
| -      | 28,750  | - | - | 28,750  | 28,750  | 269   | 0.1% |  |
| -      | 75,000  | - | - | 75,000  | 75,000  | 701   | 0.3% |  |
| 75,000 | -       | - | - | -       | 75,000  | 701   | 0.3% |  |
| -      | 50,000  | - | - | 50,000  | 50,000  | 467   | 0.2% |  |
| -      | 56,250  | - | - | 56,250  | 56,250  | 526   | 0.2% |  |
| -      | 10,000  | - | - | 10,000  | 10,000  | 93    | 0.0% |  |
| -      | 43,490  | - | - | 43,490  | 43,490  | 406   | 0.2% |  |
| -      | 20,000  | - | - | 20,000  | 20,000  | 187   | 0.1% |  |
| -      | 30,100  | - | - | 30,100  | 30,100  | 281   | 0.1% |  |

#### SOFT COSTS

|        |         |   |   |         |           |       |      |  |
|--------|---------|---|---|---------|-----------|-------|------|--|
| 75,000 | 938,740 | - | - | 938,740 | 1,013,740 | 9,474 | 4.5% |  |
|--------|---------|---|---|---------|-----------|-------|------|--|

#### INTERIM COSTS

Construction Loan Origination Fee  
Insurance  
Taxes  
Title and Recording  
Lender Inspections  
Predevelopment Loan Origination  
Predevelopment Loan Interest  
WHEDA Bond Issuance Fee  
Bond Counsel Fee

|   |         |   |   |         |         |       |      |  |
|---|---------|---|---|---------|---------|-------|------|--|
| - | 150,000 | - | - | 150,000 | 150,000 | 1,402 | 0.7% |  |
| - | 28,000  | - | - | 28,000  | 28,000  | 262   | 0.1% |  |
| - | 25,000  | - | - | 25,000  | 25,000  | 234   | 0.1% |  |
| - | 25,000  | - | - | 25,000  | 25,000  | 234   | 0.1% |  |
| - | 16,000  | - | - | 16,000  | 16,000  | 150   | 0.1% |  |
| - | 6,500   | - | - | 6,500   | 6,500   | 61    | 0.0% |  |
| - | 10,000  | - | - | 10,000  | 10,000  | 93    | 0.0% |  |
| - | 165,000 | - | - | 165,000 | 165,000 | 1,542 | 0.7% |  |
| - | 65,000  | - | - | 65,000  | 65,000  | 607   | 0.3% |  |

#### INTERIM COSTS

|   |         |   |   |         |         |       |      |  |
|---|---------|---|---|---------|---------|-------|------|--|
| - | 490,500 | - | - | 490,500 | 490,500 | 4,584 | 2.2% |  |
|---|---------|---|---|---------|---------|-------|------|--|

#### INTERIM INTEREST

Eligible

Ineligible

|         |   |   |   |         |         |       |      |  |
|---------|---|---|---|---------|---------|-------|------|--|
| 665,000 | - | - | - | 665,000 | 665,000 | 6,215 | 3.0% |  |
| 465,000 | - | - | - | 465,000 | 4,346   | 2.1%  |      |  |

#### TOTAL INTERIM INTEREST

|         |         |   |   |         |           |        |      |  |
|---------|---------|---|---|---------|-----------|--------|------|--|
| 465,000 | 665,000 | - | - | 665,000 | 1,130,000 | 10,561 | 5.0% |  |
|---------|---------|---|---|---------|-----------|--------|------|--|

#### PERMANENT FINANCING COSTS

Permanent Loan Origination Fee  
TIF Reserve

|         |   |   |   |   |         |       |      |  |
|---------|---|---|---|---|---------|-------|------|--|
| 65,625  | - | - | - | - | 65,625  | 613   | 0.3% |  |
| 180,000 | - | - | - | - | 180,000 | 1,682 | 0.8% |  |

#### TOTAL PERM FINANCING COSTS

|         |   |   |   |   |         |       |      |  |
|---------|---|---|---|---|---------|-------|------|--|
| 245,625 | - | - | - | - | 245,625 | 2,296 | 1.1% |  |
|---------|---|---|---|---|---------|-------|------|--|

#### TAX CREDIT COSTS

Application Fee  
Reservation Fee (5% of TCs & 2.5% of STC)  
Tier One Letter Fee (5% of TCs & 2.5% of STC)  
8609 Issuance & Initial Compliance Fee  
Syndication Fees

|        |   |   |   |   |        |     |      |  |
|--------|---|---|---|---|--------|-----|------|--|
| 2,500  | - | - | - | - | 2,500  | 23  | 0.0% |  |
| 57,369 | - | - | - | - | 57,369 | 536 | 0.3% |  |
| 57,369 | - | - | - | - | 57,369 | 536 | 0.3% |  |
| 5,500  | - | - | - | - | 5,500  | 51  | 0.0% |  |
| 80,000 | - | - | - | - | 80,000 | 748 | 0.4% |  |

#### TOTAL TAX CREDIT COST

|         |   |   |   |   |         |       |      |  |
|---------|---|---|---|---|---------|-------|------|--|
| 202,738 | - | - | - | - | 202,738 | 1,895 | 0.9% |  |
|---------|---|---|---|---|---------|-------|------|--|

#### RESERVES

Operating Reserve

|         |   |   |   |   |         |       |      |  |
|---------|---|---|---|---|---------|-------|------|--|
| 544,400 | - | - | - | - | 544,400 | 5,088 | 2.4% |  |
|---------|---|---|---|---|---------|-------|------|--|

#### TOTAL RESERVES

|         |   |   |   |   |         |       |      |  |
|---------|---|---|---|---|---------|-------|------|--|
| 544,400 | - | - | - | - | 544,400 | 5,088 | 2.4% |  |
|---------|---|---|---|---|---------|-------|------|--|

#### DEVELOPER COSTS

Developer Fee

|   |           |   |   |           |           |        |       |  |
|---|-----------|---|---|-----------|-----------|--------|-------|--|
| - | 3,529,553 | - | - | 3,529,553 | 3,529,553 | 32,986 | 15.7% |  |
|---|-----------|---|---|-----------|-----------|--------|-------|--|

#### TOTAL DEVELOPER COSTS

|   |           |   |   |           |           |        |       |  |
|---|-----------|---|---|-----------|-----------|--------|-------|--|
| - | 3,529,553 | - | - | 3,529,553 | 3,529,553 | 32,986 | 15.7% |  |
|---|-----------|---|---|-----------|-----------|--------|-------|--|

#### TOTAL USES OF FUNDS

|           |            |   |   |            |            |         |        |  |
|-----------|------------|---|---|------------|------------|---------|--------|--|
| 2,507,938 | 20,008,780 | - | - | 20,008,780 | 22,516,718 | 210,437 | 100.0% |  |
|-----------|------------|---|---|------------|------------|---------|--------|--|

Total Qualified  
Expenditures



## NET OPERATING INCOME

Broadway Lofts

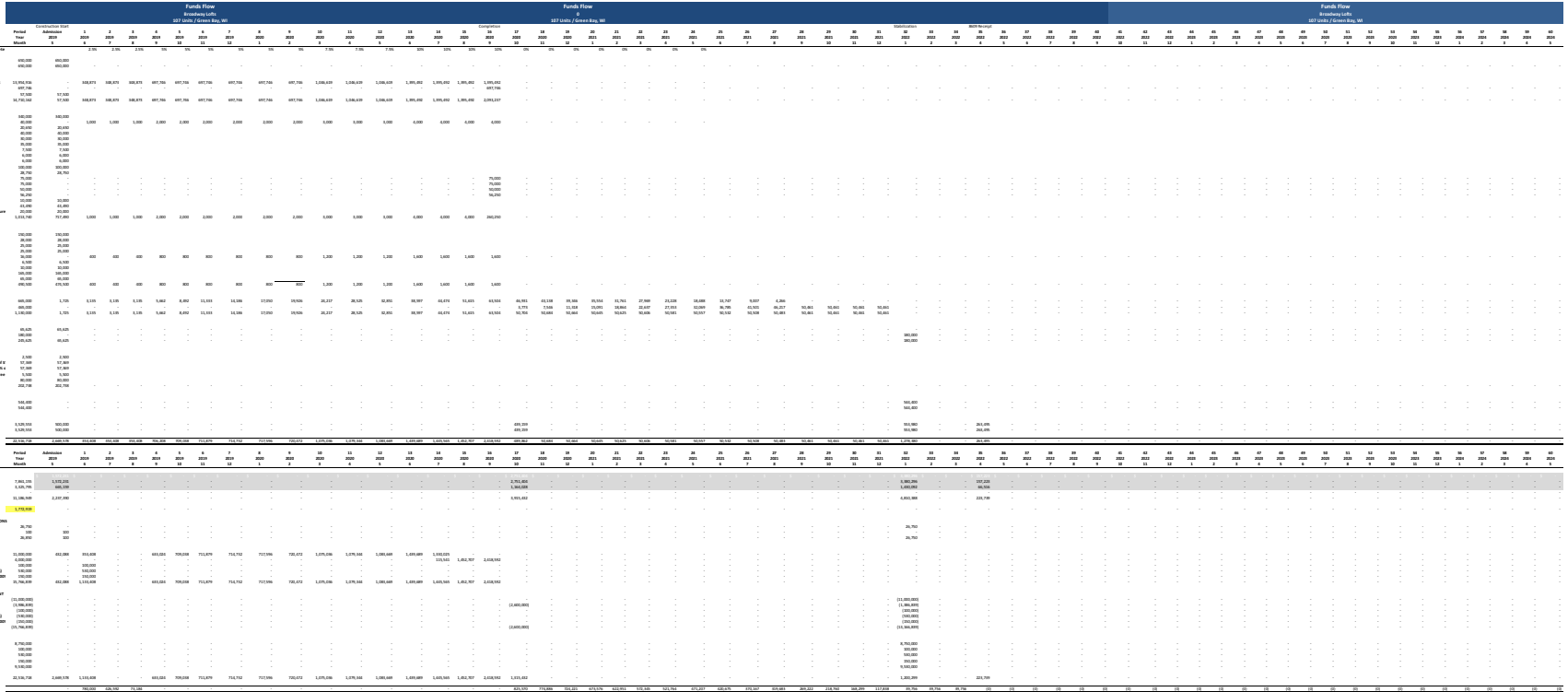
107 Units / Green Bay, WI

|                                    | Leased<br>Period<br>Year | 0.0%<br>1<br>2019 | 3.7%<br>2<br>2020 | 73.1%<br>3<br>2021 | 100.0%<br>4<br>2022 | 100.0%<br>5<br>2023 | 100.0%<br>6<br>2024 | 100.0%<br>7<br>2025 | 100.0%<br>8<br>2026 | 100.0%<br>9<br>2027 | 100.0%<br>10<br>2028 | 100.0%<br>11<br>2029 | 100.0%<br>12<br>2030 | 100.0%<br>13<br>2031 | 100.0%<br>14<br>2032 | 100.0%<br>15<br>2033 | 100.0%<br>16<br>2034 | 100.0%<br>17<br>2035 | 100.0%<br>18<br>2036 | 100.0%<br>19<br>2037 | 100.0%<br>20<br>2038 |
|------------------------------------|--------------------------|-------------------|-------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Escalator                          |                          |                   |                   |                    |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| GROSS RENTAL INCOME                | 2.00%                    | -                 | 42,865            | 837,660            | 1,146,648           | 1,169,581           | 1,192,973           | 1,216,832           | 1,241,169           | 1,265,992           | 1,291,312            | 1,317,138            | 1,343,481            | 1,370,351            | 1,397,758            | 1,425,713            | 1,454,227            | 1,483,311            | 1,512,978            | 1,543,237            | 1,574,102            |
| Less Vacancy                       | 5.00%                    | -                 | (2,143)           | (41,883)           | (57,332)            | (58,479)            | (59,649)            | (60,842)            | (62,058)            | (63,300)            | (64,566)             | (65,857)             | (67,174)             | (68,518)             | (69,888)             | (71,286)             | (72,711)             | (74,166)             | (75,649)             | (77,162)             | (78,705)             |
| Net Rental Income                  |                          | -                 | 40,722            | 795,777            | 1,089,316           | 1,111,102           | 1,133,324           | 1,155,990           | 1,179,110           | 1,202,692           | 1,226,746            | 1,251,281            | 1,276,307            | 1,301,833            | 1,327,870            | 1,354,427            | 1,381,516            | 1,409,146            | 1,437,329            | 1,466,075            | 1,495,397            |
| OTHER INCOME                       |                          |                   |                   |                    |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Misc. Income                       | 2.00%                    | -                 | 1,200             | 23,450             | 32,100              | 32,742              | 33,397              | 34,065              | 34,746              | 35,441              | 36,150               | 36,873               | 37,610               | 38,362               | 39,130               | 39,912               | 40,711               | 41,525               | 42,355               | 43,202               | 44,066               |
| Less Vacancy                       | 5.00%                    | -                 | (60)              | (1,173)            | (1,605)             | (1,637)             | (1,670)             | (1,703)             | (1,737)             | (1,772)             | (1,807)              | (1,844)              | (1,881)              | (1,918)              | (1,956)              | (1,996)              | (2,036)              | (2,076)              | (2,118)              | (2,160)              | (2,203)              |
| Garages                            | 2.00%                    | -                 | 449               | 8,766              | 12,000              | 12,240              | 12,485              | 12,734              | 12,989              | 13,249              | 13,514               | 13,784               | 14,060               | 14,341               | 14,628               | 14,920               | 15,219               | 15,523               | 15,834               | 16,150               | 16,473               |
| Less Vacancy                       | 7.00%                    | -                 | (31)              | (614)              | (840)               | (857)               | (874)               | (891)               | (909)               | (927)               | (946)                | (965)                | (984)                | (1,004)              | (1,024)              | (1,044)              | (1,065)              | (1,087)              | (1,108)              | (1,131)              | (1,153)              |
| TIF PayGo                          | 0.00%                    | -                 | -                 | -                  | -                   | -                   | 89,540              | 89,540              | 89,540              | 89,540              | 89,540               | 89,540               | 89,540               | 89,540               | 89,540               | 89,540               | 89,540               | 89,540               | 89,540               | -                    | -                    |
| TIF Reserve                        | 0.00%                    | -                 | -                 | -                  | 89,540              | 89,540              | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| Net Other Income                   |                          | -                 | 1,557             | 30,430             | 131,195             | 132,028             | 132,877             | 133,744             | 134,628             | 135,530             | 136,450              | 137,388              | 138,345              | 139,321              | 140,317              | 141,332              | 142,368              | 143,425              | 144,502              | 56,062               | 57,183               |
| Effective Gross Income             |                          | -                 | 42,279            | 826,207            | 1,220,510           | 1,243,130           | 1,266,201           | 1,289,735           | 1,313,739           | 1,338,223           | 1,363,196            | 1,388,669            | 1,414,652            | 1,441,154            | 1,468,186            | 1,495,759            | 1,523,884            | 1,552,571            | 1,581,831            | 1,522,138            | 1,552,580            |
| OPERATING EXPENSES                 |                          |                   |                   |                    |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Property Management Fees           | 4.00%                    | -                 | 1,691             | 33,048             | 48,820              | 49,725              | 50,648              | 51,589              | 52,550              | 53,529              | 54,528               | 55,547               | 56,586               | 57,646               | 58,727               | 59,830               | 60,955               | 62,103               | 63,273               | 60,886               | 62,103               |
| Administrative                     | 3.00%                    | -                 | 17,833            | 42,800             | 42,800              | 44,084              | 45,407              | 46,769              | 48,172              | 49,617              | 51,105               | 52,639               | 54,218               | 55,844               | 57,520               | 59,245               | 61,023               | 62,853               | 64,739               | 66,681               | 68,681               |
| Utilities                          | 3.00%                    | -                 | 31,208            | 74,900             | 74,900              | 77,147              | 79,461              | 81,845              | 84,301              | 86,830              | 89,435               | 92,118               | 94,881               | 97,728               | 100,659              | 103,679              | 106,789              | 109,993              | 113,293              | 116,692              | 120,193              |
| Salaries and Benefits              | 3.00%                    | -                 | 49,042            | 85,983             | 117,700             | 121,231             | 124,868             | 128,614             | 132,472             | 136,447             | 140,540              | 144,756              | 149,099              | 153,572              | 158,179              | 162,924              | 167,812              | 172,846              | 178,032              | 183,373              | 188,874              |
| Repairs and Supplies               | 3.00%                    | -                 | 38,342            | 92,020             | 92,020              | 94,781              | 97,624              | 100,553             | 103,569             | 106,676             | 109,877              | 113,173              | 116,568              | 120,065              | 123,667              | 127,377              | 131,199              | 135,134              | 139,189              | 143,364              | 147,665              |
| Taxes                              | 3.00%                    | -                 | 6,390             | 124,866            | 170,925             | 176,053             | 181,334             | 186,774             | 192,378             | 198,149             | 204,093              | 210,216              | 216,523              | 223,018              | 229,709              | 236,600              | 243,698              | 251,009              | 258,539              | 266,296              | 274,284              |
| Insurance                          | 3.00%                    | -                 | 1,020             | 19,933             | 27,285              | 28,104              | 28,947              | 29,815              | 30,710              | 31,631              | 32,580               | 33,557               | 34,564               | 35,601               | 36,669               | 37,769               | 38,902               | 40,069               | 41,271               | 42,509               | 43,784               |
| Total Operating Expenses           |                          | -                 | 145,526           | 473,550            | 574,450             | 591,124             | 608,289             | 625,959             | 644,151             | 662,878             | 682,158              | 702,005              | 722,438              | 743,474              | 765,130              | 787,425              | 810,378              | 834,008              | 858,336              | 879,800              | 905,585              |
| NET OPERATING INCOME - NO RESERVES |                          | -                 | (103,247)         | 352,658            | 646,060             | 652,006             | 657,912             | 663,775             | 669,588             | 675,344             | 681,039              | 686,664              | 692,213              | 697,680              | 703,056              | 708,334              | 713,506              | 718,562              | 723,495              | 642,338              | 646,995              |
| REPLACEMENT RESERVES - \$300       | 3.00%                    | -                 | -                 | (8,025)            | (33,063)            | (34,055)            | (35,077)            | (36,129)            | (37,213)            | (38,329)            | (39,479)             | (40,663)             | (41,883)             | (43,140)             | (44,434)             | (45,767)             | (47,140)             | (48,554)             | (50,011)             | (51,511)             | (53,056)             |
| NET OPERATING INCOME - RESERVES    |                          | -                 | (103,247)         | 344,633            | 612,997             | 617,951             | 622,836             | 627,646             | 632,375             | 637,015             | 641,560              | 646,001              | 650,330              | 654,540              | 658,622              | 662,567              | 666,366              | 670,008              | 673,485              | 590,827              | 593,939              |



**CASH FLOW**  
Broadway Lofts  
107 Units / Green Bay, WI

|                                   | Leased<br>Period<br>Year | 0.0%<br>1<br>2019 | 3.7%<br>2<br>2020 | 73.1%<br>3<br>2021 | 100.0%<br>4<br>2022 | 100.0%<br>5<br>2023 | 100.0%<br>6<br>2024 | 100.0%<br>7<br>2025 | 100.0%<br>8<br>2026 | 100.0%<br>9<br>2027 | 100.0%<br>10<br>2028 | 100.0%<br>11<br>2029 | 100.0%<br>12<br>2030 | 100.0%<br>13<br>2031 | 100.0%<br>14<br>2032 | 100.0%<br>15<br>2033 | 100.0%<br>16<br>2034 | 100.0%<br>17<br>2035 | 100.0%<br>18<br>2036 | 100.0%<br>19<br>2037 | 100.0%<br>20<br>2038 |
|-----------------------------------|--------------------------|-------------------|-------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| CASH FLOW                         |                          |                   |                   |                    |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Net Operating Income              |                          | -                 | (103,247)         | 352,658            | 646,060             | 652,006             | 657,912             | 663,775             | 669,588             | 675,344             | 681,039              | 686,664              | 692,213              | 697,680              | 703,056              | 708,334              | 713,506              | 718,562              | 723,495              | 642,338              | 646,995              |
| HARD DEBT SERVICE                 |                          |                   |                   |                    |                     |                     |                     |                     |                     |                     |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| CRBT Tax Exempt                   |                          | -                 | -                 | -                  | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (6,992,685)          |
| TOTAL HARD DEBT SERVICE           |                          | -                 | -                 | -                  | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)           | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (482,213)            | (6,992,685)          |
| Replacement Reserves              |                          | -                 | -                 | (8,025)            | (33,063)            | (34,055)            | (35,077)            | (36,129)            | (37,213)            | (38,329)            | (39,479)             | (40,663)             | (41,883)             | (43,140)             | (44,434)             | (45,767)             | (47,140)             | (48,554)             | (50,011)             | (51,511)             | (53,056)             |
| AFTER DEBT SERVICE AND RESERVES   |                          | -                 | (103,247)         | 344,633            | 130,784             | 135,738             | 140,623             | 145,434             | 150,162             | 154,803             | 159,347              | 163,788              | 168,118              | 172,328              | 176,410              | 180,355              | 184,153              | 187,796              | 191,272              | 108,614              | (6,398,746)          |
| Asset Management Fee              | 11,000                   | -                 | -                 | (11,000)           | (11,330)            | (11,670)            | (12,020)            | (12,381)            | (12,752)            | (13,135)            | (13,529)             | (13,934)             | (14,353)             | (14,783)             | (15,227)             | (15,683)             | (16,154)             | (16,638)             | (17,138)             | (17,652)             | (18,181)             |
| DISTRIBUTABLE CASH FLOW           |                          | -                 | (103,247)         | 333,633            | 119,454             | 124,068             | 128,603             | 133,053             | 137,410             | 141,668             | 145,818              | 149,854              | 153,765              | 157,545              | 161,183              | 164,671              | 167,999              | 171,157              | 174,134              | 90,962               | (6,416,928)          |
| Deferred Development Fee Payments | 1,772,919                | -                 | -                 | -                  | (119,454)           | (124,068)           | (128,603)           | (133,053)           | (137,410)           | (141,668)           | (145,818)            | (149,854)            | (153,765)            | (157,545)            | (161,183)            | (164,671)            | (55,826)             | -                    | -                    | -                    | -                    |
| AFTER DEFERRED DEVELOPMENT FEES   |                          | -                 | (103,247)         | 333,633            | -                   | -                   | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | 112,174              | 171,157              | 174,134              | 90,962               |
| TOTAL SOFT DEBT SERVICE           |                          | -                 | -                 | -                  | -                   | -                   | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| AVAILABLE FOR DISTRIBUTIONS       |                          | -                 | (103,247)         | 333,633            | -                   | -                   | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | 112,174              | 171,157              | 174,134              | 90,962               |
| GENERAL PARTNER DISTRIBUTION      | 90.00%                   | -                 | (92,922)          | 300,269            | -                   | -                   | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | 100,956              | 154,041              | 156,721              | 81,866               |
| LIMITED PARTNER DISTRIBUTION      | 10.00%                   | -                 | (10,325)          | 33,363             | -                   | -                   | -                   | -                   | -                   | -                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | 11,217               | 17,116               | 17,413               | 9,096                |
| DEBT SERVICE COVERAGE RATIO       |                          | -                 | -                 | -                  | 1.27                | 1.28                | 1.29                | 1.30                | 1.31                | 1.32                | 1.33                 | 1.34                 | 1.35                 | 1.36                 | 1.37                 | 1.37                 | 1.38                 | 1.39                 | 1.40                 | 1.23                 | 0.08                 |





# TAX CREDIT AND EQUITY CALCULATION

## Broadway Lofts

### 107 Units / Green Bay, WI

|                               | NEW / REHAB LOW INCOME | STATE LOW INCOME |
|-------------------------------|------------------------|------------------|
| Eligible Development Costs    | 20,008,780             | 20,008,780       |
| Less:                         |                        |                  |
| Energy/Historic Credits       | -                      | -                |
| Personal Property             | -                      | -                |
| Site Work                     | -                      | -                |
| Eligible Basis                | 20,008,780             | 20,008,780       |
| Basis Boost                   | 130%                   | 130%             |
| Total Eligible Basis          | 26,011,414             | 26,011,414       |
| Applicable Fraction (107/107) | 100.0%                 | 100.0%           |
| Qualified Basis               | 26,011,414             | 26,011,414       |
| Applicable %                  | 3.25%                  | 3.25%            |
| Calculated Annual Tax Credits | 845,370                | 845,370          |
| Annual Tax Credit Reservation | 845,370                | 764,627          |
| Limit to Reservation - No     | 845,370                | 764,627          |
| Number of Years Available     | 10                     | 6                |
| Total Tax Credits             | 8,453,700              | 4,587,762        |
| Investor / Special Member %   | 99.990%                | 99.990%          |
| Fund Tax Credit Allocation    | 8,452,855              | 4,587,303        |
| Tax Credit Price              | 93.000%                | 72.500%          |
| Tax Credit Equity             | 7,861,155              | 3,325,795        |
| QUALIFIED BASIS CUSHION       | \$00 (0.0%)            |                  |



## LEASE UP AND TAX CREDIT DELIVERY SCHEDULE

Broadway Lofts  
107 Units / Green Bay, WI

### KEY DATES

|                     |                   |
|---------------------|-------------------|
| Closing             | May 1, 2019       |
| Completion          | September 1, 2020 |
| Qualified Occupancy | October 1, 2021   |
| Stabilization       | January 1, 2022   |
| 8609 Receipt        | April 1, 2022     |

### CAPITAL CONTRIBUTIONS & DEVELOPMENT FEES PAYOUT

| Capital Contribution Pay-In Schedule |                 |               |        |              | Cash Development Fee |                     |
|--------------------------------------|-----------------|---------------|--------|--------------|----------------------|---------------------|
| Installment                          | Date            | Condition     | %      | Amount       | Cumulative           | Amount %            |
| First                                | May 1, 2019     | Admission     | 20.0%  | \$2,237,390  | 20.0%                | \$ 500,000 28.5%    |
| Second                               | October 1, 2020 | Completion    | 35.0%  | 3,915,432    | 55.0%                | 439,159 25.0%       |
| Third                                | January 1, 2022 | Stabilization | 43.0%  | 4,810,388    | 98.0%                | 553,980 31.5%       |
| Fourth                               | April 1, 2022   | 8609 Receipt  | 2.0%   | 223,739      | 100.0%               | 263,495 15.0%       |
| Totals                               |                 |               | 100.0% | \$11,186,949 | 100.0%               | \$ 1,756,634 100.0% |

### LEASE UP & CREDIT DELIVERY

| PHYSICAL LEASE UP - 107 UNITS |      |       |      |        |      |        |
|-------------------------------|------|-------|------|--------|------|--------|
| MONTH                         | 2020 |       | 2021 |        | 2022 |        |
| January                       | 0    | 0.0%  | 8    | 29.9%  | 0    | 100.0% |
| February                      | 0    | 0.0%  | 8    | 37.4%  | 0    | 100.0% |
| March                         | 0    | 0.0%  | 8    | 44.9%  | 0    | 100.0% |
| April                         | 0    | 0.0%  | 10   | 54.2%  | 0    | 100.0% |
| May                           | 0    | 0.0%  | 10   | 63.6%  | 0    | 100.0% |
| June                          | 0    | 0.0%  | 10   | 72.9%  | 0    | 100.0% |
| July                          | 0    | 0.0%  | 10   | 82.2%  | 0    | 100.0% |
| August                        | 0    | 0.0%  | 10   | 91.6%  | 0    | 100.0% |
| September                     | 0    | 0.0%  | 9    | 100.0% | 0    | 100.0% |
| October                       | 8    | 7.5%  | 0    | 100.0% | 0    | 100.0% |
| November                      | 8    | 15.0% | 0    | 100.0% | 0    | 100.0% |
| December                      | 8    | 22.4% | 0    | 100.0% | 0    | 100.0% |
| Totals                        | 24   | 22.4% | 107  | 100.0% | 107  | 100.0% |

| TAX CREDIT LEASE UP - 107 UNITS |      |        |      |        |      |        |
|---------------------------------|------|--------|------|--------|------|--------|
| MONTH                           | 2021 |        | 2022 |        | 2023 |        |
| January                         | 32   | 29.9%  | 0    | 100.0% | 0    | 100.0% |
| February                        | 8    | 37.4%  | 0    | 100.0% | 0    | 100.0% |
| March                           | 8    | 44.9%  | 0    | 100.0% | 0    | 100.0% |
| April                           | 10   | 54.2%  | 0    | 100.0% | 0    | 100.0% |
| May                             | 10   | 63.6%  | 0    | 100.0% | 0    | 100.0% |
| August                          | 10   | 91.6%  | 0    | 100.0% | 0    | 100.0% |
| September                       | 9    | 100.0% | 0    | 100.0% | 0    | 100.0% |
| October                         | 0    | 100.0% | 0    | 100.0% | 0    | 100.0% |
| November                        | 0    | 100.0% | 0    | 100.0% | 0    | 100.0% |
| December                        | 0    | 100.0% | 0    | 100.0% | 0    | 100.0% |
| Totals                          | 107  | 100.0% | 107  | 100.0% | 107  | 100.0% |

| Tax Credit Pricing |        |
|--------------------|--------|
| Low Income         |        |
| Federal            | State  |
| 93.00%             | 72.50% |

| TAX CREDITS @ 99.99% |            |       |
|----------------------|------------|-------|
| YEAR                 | Low Income |       |
|                      | Federal    | State |
| 2019                 | -          |       |
| 2020                 | -          |       |
| 2021                 | 617,506    |       |
| 2022                 | 845,285    |       |
| 2023                 | 845,285    |       |
| 2024                 | 845,285    |       |
| 2025                 | 845,285    |       |
| 2026                 | 845,285    |       |
| 2027                 | 845,285    |       |
| 2028                 | 845,285    |       |
| 2029                 | 845,285    |       |
| 2030                 | 845,285    |       |
| 2033                 | -          |       |
| Totals               | 8,452,855  |       |





City of Green Bay  
Department of Community and Economic Development

**DEVELOPMENT AGREEMENT 19-01**  
**BROADWAY LOFTS @ THE RAIL YARD**

This Development Agreement is made this 16 day of JANUARY, 2019,  
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),  
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),  
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and  
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

**RECITALS**

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

| <u>Tax Parcel</u> | <u>Address</u>  | <u>Acres</u> | <u>Assessed Value</u> |
|-------------------|-----------------|--------------|-----------------------|
| 5-1756            | 420 N. Broadway | 14.553       | \$509,800.00          |

- B. The Developer intends to acquire approximately four (4) acres of the northernmost portion of this parcel, which shall be referred to as the "Property." The Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds. A proposed CSM of the Property is herein attached as EXHIBIT A; a proposed legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a new four (4)-story residential structure (Building "A") with ninety-three (93) one (1), two (2), and three (3)-bedroom rental units; construction of two (2) two (2)-story residential townhome structures (Buildings "B" and "C") with seven (7) three (3)-bedroom rental units each; and construction of surface parking and storage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six hundred and fifty thousand dollars (\$650,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$14,813.00 in total real estate taxes annually (assessed mill rate of \$22.79);
  2. \$14,813.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
  3. \$5,863.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be seven million, five hundred thousand dollars (\$7,500,000.00), which is anticipated to yield approximately:

1. \$170,925.00 in total real estate taxes annually (assessed mill rate of \$22.79);
2. \$170,925.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$67,650.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the 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. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that 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 six hundred and fifty thousand dollars (\$650,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.

- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
  2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
  3. telephone, high-speed cable, and related technology infrastructure; and
  4. natural gas, electrical power, and other public utilities; and
  5. any related engineering, grading, erosion control, and landscaping; 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 Number Fourteen ("TID 14" or the "TID"), 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. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.



- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

### III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

I. Development Agreement 17-02 (RailYard: North).

- a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
- b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of seven hundred and fifty thousand dollars (\$750,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
- c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than seven million, five hundred thousand dollars (\$7,500,000.00) within eighteen (18) months of the Future Project Grant award.
- d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to the Developer.

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

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
  - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers all such additional PAYGo Reimbursement created by the Project described herein to the Developer. The City shall then make the remainder of the TIF Increment available to the Developer.
  - e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2020, the TIF Increment would be determined as of January 1, 2021 and the PAYGo reimbursement would first be payable in 2022.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:
- a) Public Improvements, as defined in Section II. M., and environmental remediation, and asbestos abatement as required by State and Federal law; then
  - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
  - c) Any other activity specifically approved by the City or RDA.
4. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed fifty percent (50%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of one million dollars (\$1,000,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.



3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
  4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

#### IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV.A.2 below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

- A. Concept Plan. Prior to June 1, 2019, 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:
1. The location of all proposed Private Improvements.
  2. The location of all future public streets, which shall include, at minimum:
    - a) An extension of Bond Street east into the Property; and
    - b) An extension of Donald Driver Way into the Property, which shall also intersect with the new extension of Bond Street.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public

Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the "DDL Agreement"), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

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

- B. Construction Documents. Prior to June 1, 2019, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
  2. Full-color elevations for all sides of all proposed structures; and
  3. Descriptions and actual samples of all exterior building materials; and
  4. Descriptions and photographic examples of interior finishes; and
  5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to June 1, 2019, 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 twelve million dollars (\$12,000,000.00) in "hard" construction costs for the entire Project; and
  2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
  3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.



- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
  2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
  3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than June 1, 2019, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than June 1, 2019, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than June 1, 2019, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other

permits or licenses required to commence construction, which shall be no later than September 1, 2019. Construction shall be completed no later than April 31, 2021. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
  - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
  - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- 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 the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict



compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
  - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
  - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
  - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
  - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
5. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:



1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
  - a) Bodily Injury by Accident - \$100,000.00 per accident;
  - b) Bodily Injury by Disease - \$100,000.00 per employee; and
  - c) \$500,000.00 policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
  - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
  - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
  - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
  - d) Medical Expense Limit - \$10,000.00 per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
  - a) Bodily Injury - \$250,000.00 per person; and
  - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all

portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, 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, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC 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, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete



and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC 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, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

#### V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

#### VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

#### VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.



- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

#### VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
  - a) Fraud; or
  - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

- I. Termination. Terminate this Agreement without further notice to Developer;



2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
  3. Specific Performance. Sue for specific performance;
  4. Sue for Damages. Sue for all damages caused by the Event of Default;
  5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
  6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
  7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

## IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
  2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
  4. This Agreement is terminated because of an Event of Default;
  5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

#### X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property)



be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

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

To the City:                      City of Green Bay  
                                         Attn: City Clerk  
                                         100 North Jefferson Street  
                                         Green Bay, WI 54301

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

To the Developer:              TWG Development, LLC  
                                         Attention: Jonathan Ehlke, Development Director  
                                         Copy to: Dustin Detzler, Counsel  
                                         333 N Pennsylvania St. Suite 100  
                                         Indianapolis, IN 46204

To DDL Holdings, LLC: DDL Holdings, LLC  
                                         Attention: Paul B. Belschner  
                                         340 N. Broadway, Suite 460  
                                         Green Bay, WI 54303

                                         Attention: Brent M. Weycker

340 N. Broadway, Suite 460  
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 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 Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]



Signature page 1 of 5

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

**DEVELOPER:**  
**TWG Development, LLC**

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

Tony Knoble, Principal  
Print Name and Title

**ACKNOWLEDGMENT**

STATE OF INDIANA            )  
                                          ) SS  
COUNTY OF MARION        )



Personally came before me this 12 day of MARCH 2019, the above named Louis A. Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jonathan Capehlke  
\_\_\_\_\_  
\*  
Notary Public, Hamilton County, Indiana  
My Commission Expires Nov 4 2023

Signature page 2 of 5

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

**THE CITY OF GREEN BAY**

By: [Signature]  
James J. Schmitt, Mayor

By: [Signature]  
~~Kris A. Teske, Clerk~~  
Kim WAYTE, DEPUTY CLERK

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this 21 day of February 2019, the above named James J. Schmitt and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

 [Signature]  
KEVIN R. KING  
Notary Public, Brown County, Wisconsin  
My Commission Expires May 24, 2020

Signature page 3 of 5

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

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

By: Gary J. Delveaux  
Gary Delveaux, Chair

Attest: Kevin J. Vonck  
Kevin J. Vonck, Executive Director

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this 26<sup>th</sup> day of February 2019, the above named Gary Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

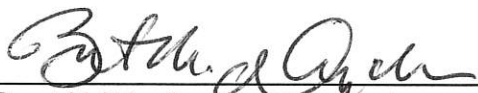
Stephanie R. Schmutzer  
\* Stephanie R. Schmutzer  
Notary Public, Brown County, Wisconsin  
My Commission Expires 3/1/2023

STEPHANIE R. SCHMUTZER  
Notary Public, State of Wisconsin

**Signature page 4 of 5**

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

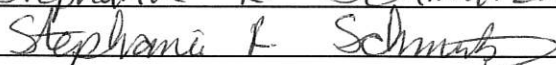
**DDL HOLDINGS, LLC**

By:   
Brent M. Weycker, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this 4<sup>th</sup> day of March 2019, the above named Brent M. Weycker, a managing 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.

Stephanie R. Schmutzer  
\*   
Notary Public, Brown County, Wisconsin  
My Commission Expires 3/1/23



**Signature page 5 of 5**

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

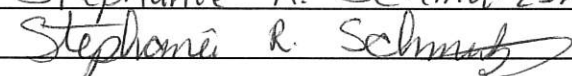
**DDL HOLDINGS, LLC**

By:   
Paul B. Belschner, Managing Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this 4<sup>th</sup> day of March 2019, the above named Paul B. Belschner, a managing 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.

Stephanie R. Schmutzer  
\*   
Notary Public, Brown County, Wisconsin  
My Commission Expires 3/1/23

STEPHANIE R. SCHMUTZER  
Notary Public, State of Wisconsin

EXHIBIT A  
Property Map

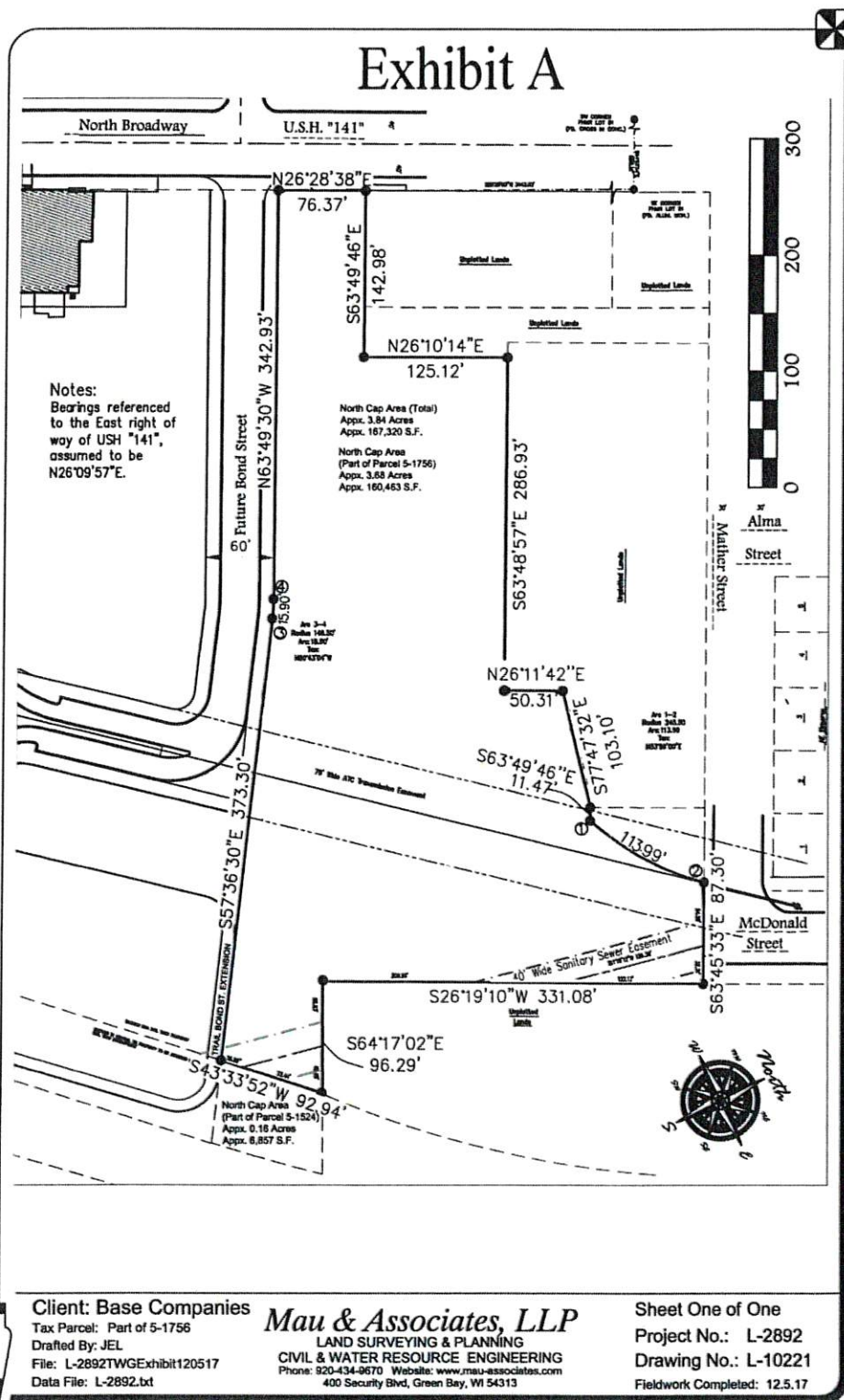


EXHIBIT B  
Legal Description

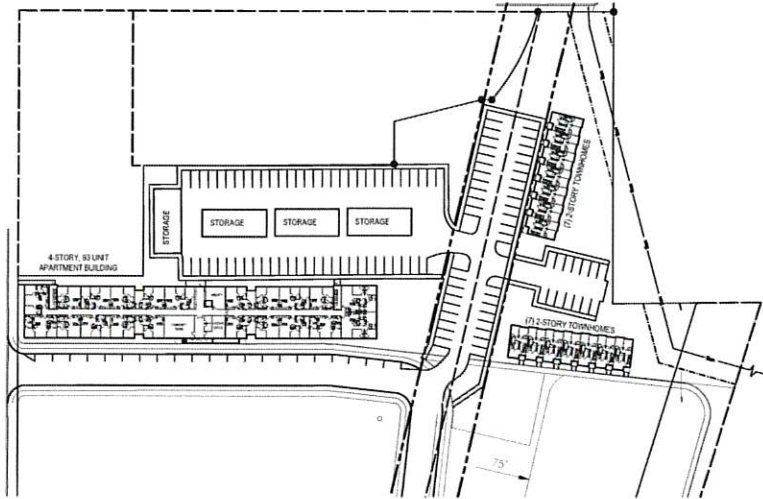
TWG Future Lot 6 "The Rail Yard" Legal Description

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.

EXHIBIT C  
Preliminary Concept Plan

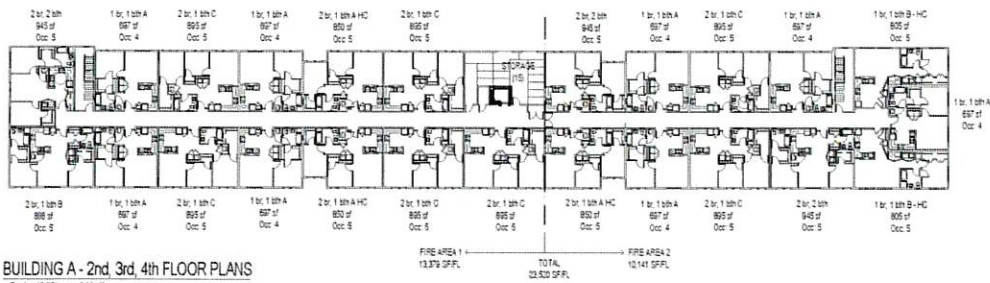


**SITE PLAN**  
Scale: 1"=80'-0"    N North

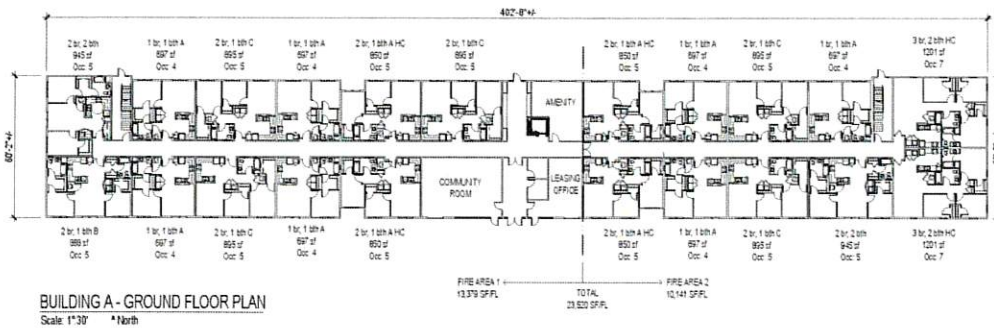
BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11/15/2018



BUILDING A - 2nd, 3rd, 4th FLOOR PLANS  
Scale: 1"=30'    \* North



**BUILDING A - GROUND FLOOR PLAN**  
Scale: 1"=30'    \* North

## BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI

11.15.2018







VIEW FROM BROADWAY

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI  
11.15.2018



EAST ELEVATION  
Scale: 1/32"=1'-0"



NORTH ELEVATION  
Scale: 1/32"=1'-0"



WEST ELEVATION  
Scale: 1/32"=1'-0"



SOUTH ELEVATION  
Scale: 1/32"=1'-0"

BROADWAY STREET LOFTS

400 N BROADWAY - GREEN BAY, WI  
EXTERIOR ELEVATIONS 11.12.2018



EXHIBIT D  
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

Kevin J. Vonck, CED Director

**AGENDA ITEM # K.3.**

To receive and place on file the update on purchase of real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**BACKGROUND**

To be discussed at meeting.

**RECOMMENDATION**

To be discussed at meeting.

**FISCAL IMPACT**

To be discussed at meeting.

**ATTACHMENTS**

None



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

Krista Cisneroz, Staff

**AGENDA ITEM # K.4.**

To approve and recommend to the Common Council an Analysis of Impediments to Fair Housing Study.

**BACKGROUND**

An Analysis of Impediments to Fair Housing (AI) study has been conducted by MSA Professional Services for the City of Green Bay. The AI is part of the requirements that the City must fulfill in order to continue to receive the Community Development Block Grant (CDBG) funding from U.S. Department of Housing and Urban Development (HUD). This program is an integral funding source for many of the programs and agencies that provide needed services to the citizens of Green Bay.

In a broad sense, the AI identifies affordability, financial, discriminatory, and accessibility impediments. Promoting and furthering fair housing within the City will help the community grow and families progress.

As part of the study, MSA Professional Services has identified the attached indirect impediments to fair housing in the City of Green Bay. The full AI study can be found on the City of Green Bay's website using this link:

<https://greenbaywi.gov/DocumentCenter/View/4079/2019-City-of-Green-Bay-Analysis-of-Impediments-to-Fair-Housing>

**RECOMMENDATION**

Approve and recommend to the Common Council the Analysis of Impediments to Fair Housing Study.

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Impediments to Fair Housing Choice in the City of Green Bay



## Impediments to Fair Housing Choice in the City of Green Bay, WI

This study identified the following impediments to fair housing choice in Green Bay. These are all *indirect* impediments, meaning that they do not directly limit choice for protected class residents, but they contribute to conditions that limit choice.

1. Supply Impediments
  - 1.1 Inadequate Quality of Renter- and Owner-Occupied Housing
  - 1.2 Inadequate Supply of Accessible Rental Units
  - 1.3 Inadequate Supply of Smaller Rental Units
2. Affordability Impediments (Private Sector)
  - 2.1 Inadequate Supply of Acceptable Affordable Housing
3. Financial Impediments (Private Sector)
  - 3.1 Lack of Loans to Minorities
4. Spatial Impediments (Public and Private Sector)
  - 4.1 Racial Segregation
  - 4.2 Transit Commuting Difficult at Some Times and to Surrounding Areas
5. Administrative Impediments (Public Sector)
  - 5.1 Lack of Local Fair Housing Ordinance
  - 5.2 Restrictions on Residential Uses in Zoning Code
  - 5.3 Limited Use of Fair Housing Complaint Procedures
  - 5.4 Lack of Accountability for Landlords
  - 5.5 Protected Classes Underrepresented on Boards and Commissions

## Summary of Actions

The following actions are suggested to alleviate the identified indirect impediments. See Chapter V for a full description of impediments and suggested actions. Timing for the actions is suggested in this table, and is dependent on future budgeting by the City – acceptance of this study by Common Council does not constitute a commitment to this schedule.

| Impediments, Goals, and Actions                                                                                   | Responsible Party                                          | Timeline  |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------|
| <b>1. Supply Impediments</b>                                                                                      |                                                            |           |
| <b>1.1 Inadequate Quality of Renter- and Owner-Occupied Housing</b>                                               |                                                            |           |
| 1.1.1 Develop list of development ready single- and multi-family sites                                            | City (Council, Planning Dept.)                             | 2019-2021 |
| 1.1.2 Create a housing rehab and redevelopment revolving loan fund                                                | City (Council, Planning Dept.)                             | 2019-2023 |
| <b>1.2 Inadequate Supply of Accessible Rental Units</b>                                                           |                                                            |           |
| 1.2.1 Encourage retrofits to existing rental units to improve accessibility                                       | City (Council, Planning Dept.)                             | Ongoing   |
| 1.2.2 Offer training/information to improve knowledge of “reasonable accommodation” requirements for the disabled | City (Planning Dept.), Options for Independent Living, LLC | Ongoing   |
| <b>1.3 Inadequate Supply of Smaller Rental Units</b>                                                              |                                                            |           |
| 1.3.1 Study supply gap and offer strategies to fill it                                                            | Green Bay Housing Authority, City                          | 2019-2021 |
| <b>2. Affordability Impediments</b>                                                                               |                                                            |           |

| Impediments, Goals, and Actions                                                                                     | Responsible Party              | Timeline                              |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------|
| <b>2.1 Inadequate Supply of Acceptable Affordable Housing</b>                                                       |                                |                                       |
| 2.1.1 Prepare a Comprehensive Housing Strategy with specific targets for new unit creation                          | City (Council, Planning Dept.) | 2019-2021                             |
| 2.1.2 Create a rental housing rehab and redevelopment revolving loan or grant fund ( <i>see 1.2.1</i> )             | City (Council, Planning Dept.) | 2019-2023                             |
| 2.1.3 Utilize TIF 1-year extension when TIDs are about to close to encourage the development of affordable housing. | City (Council, Planning Dept.) | 2025 (next year when TIDs will close) |
| <b>3. Financial Impediments</b>                                                                                     |                                |                                       |
| <b>3.1 Lack of Loans to Minorities</b>                                                                              |                                |                                       |
| 3.1.1 Provide more credit and home-buying education to citizens, especially minority residents                      | City, NeighborWorks            | Ongoing                               |
| 3.1.2 Provide education for local lenders on predatory lending practices and common pitfalls for new home buyers    | City (Council, Planning Dept.) | Ongoing                               |
| 3.1.3 Improve the success of minority homebuyers post-purchase – offer training on home maintenance                 | City (Council, Planning Dept.) | Ongoing                               |

|                                                                                                                                                                          |                                                      |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------|
| <b>4. Spatial Impediments</b>                                                                                                                                            |                                                      |           |
| <b>4.1 Racial Segregation</b>                                                                                                                                            |                                                      |           |
| 4.1.1 Amend Comprehensive Plan and Future Land Use Map to encourage development of balanced neighborhoods                                                                | City (Council, Planning Dept.)                       | 2019-2021 |
| 4.1.2 Meet with surrounding communities and discuss housing strategies to aid in deconcentrating poverty in the City                                                     | City (Council, Planning Dept.)                       | 2019-2024 |
| <b>4.2 Transit Commuting Difficult at Some Times and to Surrounding Areas</b>                                                                                            |                                                      |           |
| 4.2.1 Evaluate changes to transit system and schedules to better support second and third shift employment, and more routes serving neighboring communities              | City, Green Bay Metro Transit                        | 2019-2024 |
| <b>5. Administrative Impediments</b>                                                                                                                                     |                                                      |           |
| <b>5.1 Lack of Local Fair Housing Ordinance</b>                                                                                                                          |                                                      |           |
| 5.1.1 Create a Fair Housing Ordinance                                                                                                                                    | City (Council, Planning Dept.)                       | 2019-2020 |
| <b>5.2 Restrictions on Residential Uses in Zoning Code</b>                                                                                                               |                                                      |           |
| 5.2.1 Revise zoning code to integrate R-3 into other residential areas                                                                                                   | City (Council, Planning Dept.)                       | 2019-2020 |
| 5.2.2 Allow three- or four-unit multi-family housing by right in the R-2 district                                                                                        | City (Council, Planning Dept.)                       | 2019-2020 |
| 5.2.3 Make homeless shelters and transitional housing permitted by right in at least one district or add specific standards to make conditional approval straightforward | City (Council, Planning Dept.)                       | 2019-2020 |
| 5.2.4 Revise zoning code to clarify regulation for manufactured and mobile homes                                                                                         | City (Council, Planning Dept.)                       | 2019-2020 |
| <b>5.3 Limited Use of Fair Housing Complaint Procedures</b>                                                                                                              |                                                      |           |
| 5.3.1 Add fair housing information and links to City's website                                                                                                           | City (Planning Dept.)                                | 2019-2020 |
| <b>5.4 Lack of Accountability for Landlords</b>                                                                                                                          |                                                      |           |
| 5.4.1 Promote services of the Tenant Resource Center                                                                                                                     | City (Council, Planning Dept.)                       | Ongoing   |
| 5.4.2 Recruit and provide training to landlords and other groups to increase knowledge about Fair Housing Law                                                            | City (Council, Planning Dept.), Fair Housing Council | Ongoing   |
| <b>5.5 Protected Classes Underrepresented on Boards and Commissions</b>                                                                                                  |                                                      |           |
| 5.5.1 Actively recruit protected class representatives to each commission                                                                                                | City (Council)                                       | Ongoing   |



## Report to the Redevelopment Authority of the City of Green Bay

### MEETING DATE

May 21, 2019

### PREPARED BY

Krista Cisneroz, Staff

### AGENDA ITEM # K.5.

To approve the report of the Funding Administration Subcommittee meeting May 2, 2019, approving the draft 2019 Annual Action Plan and funding recommendations with the amendments as discussed for the 2019 Community Development Block Grant allocations.

### BACKGROUND

The Funding Administration Subcommittee met on May 2, 2019 to discuss the draft 2019 Annual Action Plan and funding levels for HOME affordable housing projects.

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement programs.

As a federal requirement to receiving these funds, the City of Green Bay each year has to draft an Annual Action Plan. The Action Plan is a document which will guide the use of federal housing and community development funds within the City of Green Bay, resulting in a viable community with decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low- and moderate-income.

Following federal requirements and obtaining input from City departments, non-profit organizations and the public, City staff has identified community needs, interest and objectives in order to make effective choices in preparing the following draft 2019 Annual Action Plan. The City of Green Bay's 2019 CDBG allocation from HUD is \$1,013,190.00 and 2019 HOME allocation is \$519,455.00.

CDBG Projects include the following:

**Park Projects \$150,000.00:** Replace aging existing walks/pavement/parking lots or create new ADA accessible walks in various Parks throughout CDBG eligible neighborhoods.

**DPW Projects \$150,000.00:** Replace deteriorated alleys and sidewalks due to tree root damage or to ensure ADA accessibility.

**Public Service – Fair Housing Services \$20,000.00:** Contract with an organization that will provide fair housing services such as educational services through presentations and direct assistance, manage fair housing complaints, and distribute information on fair housing laws and illegal discrimination in the City of Green Bay.

**Public Service – Community Gardens \$12,000.00:** Contract with the Brown County UW-Extension to support half of a full time position that is responsible for the operations of the community gardens in the City of Green Bay.

**Public Service - Arts Coordinator \$46,500.00:** Provide the coordination of beautification projects in CDBG eligible areas.

**Public Service –Inspector Interns \$10,000.00**

**Open Public Service Activities \$40,000.00:** Provide four (4) \$10,000.00 grants to local non-profit organizations for the implementation of CDBG public service activities in the City of Green Bay.

**CDBG Eligible Area Projects \$207,052.00 plus Program Income:** Housing related activities such as acquisition, demolition, relocation, rehabilitation, emergency repairs, reconstruction, and historic preservation. Additionally, eligible projects such as streetscape improvements to improve the overall quality of living in LMI neighborhoods.



**CDBG Eligible Area Projects \$25,000.00:** Beautification and art related activities in LMI areas of the City of Green Bay.

**Economic Development \$50,000.00:** Provide Façade and Demo loans and/or grants to businesses to improve store fronts in the City of Green Bay.

**Economic Development \$100,000.00 plus Program Income:** Provide loans to businesses in the City of Green Bay who will create or retain jobs for LMI individuals.

**CDBG Administration \$202,638.00:** Provide staff salaries and supplies for the administration of the CDBG funds.

HOME Projects include the following:

**Single Family Rehabilitation Loans: \$150,000.00 plus Program Income:** Provide loans to LMI households in the City of Green Bay who can't afford to pay for necessary repairs to their properties.

**Downpayment Closing Cost Assistance \$100,000.00:** Contract with a local organization to administer loans to LMI families for down payment and/or closing cost assistance on the acquisition of their first home.

**Housing Development Advancement \$117,510.00:** Create additional opportunities for quality affordable housing units in the City of Green Bay such as owner occupied, rental, ADA accessible, elderly, and homeless units.

**Community Housing Development Organizations (CHDO) Set Aside \$100,000.00:** Housing projects that will be carried out by a local Community Housing Development Organization. These projects will involve the construction or rehabilitation of homes for single family or rental housing.

**HOME Administration \$51,945.00 plus 10% Program Income:** Provide staff salaries and supplies for the administration of the HOME funds.

## RECOMMENDATION

Approve the report of the Funding Administration Subcommittee meeting May 2, 2019.

## FISCAL IMPACT

## ATTACHMENTS

- I. 2019 RDA Funding Draft - COUNCIL

## 2019 Community Development Block Grant Allocations

| Potential Projects                                                                                                                              | Staff Recommendations | Program Income      | TOTAL                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------|-----------------------|
| <b>Park Projects</b>                                                                                                                            |                       |                     |                       |
| Park Projects                                                                                                                                   | \$150,000.00          | \$0.00              | \$150,000.00          |
| <b>DPW Projects</b>                                                                                                                             |                       |                     |                       |
| Sidewalk/Alley Resurfacing                                                                                                                      | \$150,000.00          | \$0.00              | \$150,000.00          |
| <b>Public Service Programs</b>                                                                                                                  |                       |                     |                       |
| Fair Housing Services                                                                                                                           | \$20,000.00           | \$0.00              | \$20,000.00           |
| Community Gardens                                                                                                                               | \$12,000.00           | \$0.00              | \$12,000.00           |
| Arts Coordinator                                                                                                                                | \$46,500.00           | \$0.00              | \$46,500.00           |
| Inspector Interns                                                                                                                               | \$10,000.00           | \$0.00              | \$10,000.00           |
| Open Public Services                                                                                                                            | \$40,000.00           | \$0.00              | \$40,000.00           |
| <b>Subtotal for Public Service</b>                                                                                                              | <b>\$128,500.00</b>   | <b>\$0.00</b>       | <b>\$128,500.00</b>   |
| <b>CDBG Eligible Area Projects</b> -Acquisition, Demolition, Rehabilitation, Reconstruction, Infrastructure Improvements, Historic Preservation | \$207,052.00          | \$100,000.00        | \$307,052.00          |
| <b>CDBG Eligible Area Projects</b> - Beautification/Art                                                                                         | \$25,000.00           | \$0.00              | \$25,000.00           |
| <b>Economic Development Façade/Demo</b>                                                                                                         | \$50,000.00           | \$0.00              | \$50,000.00           |
| <b>Economic Development Revolving Loan</b>                                                                                                      | \$100,000.00          | \$200,000.00        | \$300,000.00          |
| <b>* CDBG Administration</b>                                                                                                                    | \$202,638.00          | \$0.00              | \$202,638.00          |
| <b>TOTALS</b>                                                                                                                                   | <b>\$1,013,190.00</b> | <b>\$300,000.00</b> | <b>\$1,313,190.00</b> |

**2019 CDBG Allocation - \$1,013,190.00**

**2019 Estimated Program Income \$300,000 (\$200,000 is restricted to Economic Revolving Loan fund)**

**Public Services-limited to a max of 15% total Entitlement + prior year PI**

**\* CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income**

### 2019 HOME Allocations

| Potential Projects                                           | Staff Recommendations | Program Income | TOTAL        |
|--------------------------------------------------------------|-----------------------|----------------|--------------|
| Single Family Rehabilitation Loans                           | \$150,000.00          | \$135,000.00   | \$285,000.00 |
| Downpayment Closing Cost Assistance                          | \$100,000.00          | \$0.00         | \$100,000.00 |
| Housing Development Advancement Projects                     | \$117,510.00          | \$0.00         | \$117,510.00 |
| Community Housing Development Organizations (CHDO) Set Aside | \$100,000.00          | \$0.00         | \$100,000.00 |
| *HOME Administration                                         | \$51,945.00           | \$15,000.00    | \$66,945.00  |
| <b>TOTALS</b>                                                | \$519,455.00          | \$150,000.00   | \$669,455.00 |

#### 2019 HOME Allocation \$519,455.00

2019 Estimated Program Income \$100,000

\* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% (\$) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing

**PRELIMINARY RESOLUTION DECLARING INTENT  
TO EXERCISE SPECIAL ASSESSMENT POWERS  
UNDER SECTION 66.0703, WISCONSIN STATUTES  
May 21, 2019**

**CONCRETE PAVEMENT**

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of CONCRETE PAVEMENT on said streets:

**WEBSTER AVENUE N. – Main Street to East River**

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, placing concrete pavement on said streets, with integral curb on both sides in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing or in five (5) annual installments with interest thereon at four and one-half percent (4.5%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted \_\_\_\_\_, 2019

Approved \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ejns



# GREEN BAY, WISCONSIN

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

THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED RECONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

|                 | Location                                                                                                                                                                                                                                                                      | Parcel ID      | Linear Feet | Sidewalk Credit |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|-----------------|
| <b>DISTRICT</b> | 413 SCHWARTZ ST                                                                                                                                                                                                                                                               | <b>21-2796</b> | 26.6000     | 16.90           |
| <b>3</b>        | BENOIT WITTIGS ADDN LOT 21<br>DANIEL L & LAURA L DOUBEK<br>413 SCHWARTZ ST<br>GREEN BAY WI 54302-3231                                                                                                                                                                         |                |             |                 |
| <b>DISTRICT</b> | 417 S VAN BUREN ST                                                                                                                                                                                                                                                            | <b>14-780</b>  | 34.6000     | 24.90           |
| <b>4</b>        | PLAT OF ASTOR LOT 14 BLK 57<br>MICHAEL J WISNIEWSKI<br>417 S VAN BUREN ST<br>GREEN BAY WI 54301-3928                                                                                                                                                                          |                |             |                 |
| <b>DISTRICT</b> | 514 S CLAY ST                                                                                                                                                                                                                                                                 | <b>14-861</b>  | 156.1000    | 9.50            |
| <b>4</b>        | PLAT OF ASTOR LOTS 1-6 & 11 & N 44 FT OF LOT 10 & N 44 FT OF W 65 FT OF LOT 7 BLK 98 EX RD IN 2253740 & PRT OF LOTS 7-10 DESC IN 2253741 & E 100 FT OF LOTS 7 & 8 EX 1110 R 297 & EX ST<br>SAINT PAUL EVANGELICAL LUTHERAN CHURCH<br>514 S CLAY ST<br>GREEN BAY WI 54301-3906 |                |             |                 |
| <b>DISTRICT</b> | 527 S WEBSTER AV                                                                                                                                                                                                                                                              | <b>14-871</b>  | 44.6000     | 10.20           |
| <b>4</b>        | PLAT OF ASTOR LOT 12 BLK 98<br>FIRST UNITED CHURCH OF CHRIST<br>509 S WEBSTER AV<br>GREEN BAY WI 54301-3924                                                                                                                                                                   |                |             |                 |
| <b>DISTRICT</b> | 905 S MONROE AV                                                                                                                                                                                                                                                               | <b>16-122</b>  | 100.7000    | 25.30           |
| <b>4</b>        | PLAT OF ASTOR LOTS 15 & 16 BLK 74<br>EDWARD J & ANA MARIA G COLEMAN<br>905 S MONROE AV<br>GREEN BAY WI 54301-3620                                                                                                                                                             |                |             |                 |
| <b>DISTRICT</b> | 1160 EMILIE ST                                                                                                                                                                                                                                                                | <b>17-167</b>  | 15.0000     | 10.40           |
| <b>4</b>        | PLAT OF ASTOR LOT 5 BLK 112<br>KAY L KNUTH<br>1160 EMILIE ST<br>GREEN BAY WI 54301-3108                                                                                                                                                                                       |                |             |                 |

|                 | Location                                                                                                                                  | Parcel ID          | Linear Feet | Sidewalk Credit |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|-----------------|
| <b>DISTRICT</b> | 1281 EMILIE ST                                                                                                                            | <b>17-283</b>      | 96.7000     | 46.20           |
| <b>4</b>        | PLAT OF ASTOR S 81 FT OF LO TS 15 & 16 BLK 116<br>JEFFREY L DE LAUNE & LORRAINE M POPLASKI<br>1281 EMILIE ST<br>GREEN BAY WI 54301-3109   |                    |             |                 |
| <b>DISTRICT</b> | 1658 KIMBALL ST                                                                                                                           | <b>21-2523-2-1</b> | 19.9000     | 15.10           |
| <b>4</b>        | SEITZERS ADDITION N 100 FT OF LOT 2<br>JAVIER V GOMEZ<br>1658 KIMBALL ST<br>GREEN BAY WI 54302-2728                                       |                    |             |                 |
| <b>DISTRICT</b> | 1556 CEDAR ST                                                                                                                             | <b>19-150</b>      | 40.0000     | 16.00           |
| <b>5</b>        | J M SMITHS ADD LOT 67<br>OSERIG L ALAVEZ<br>1556 CEDAR ST<br>GREEN BAY WI 54302-1854                                                      |                    |             |                 |
| <b>DISTRICT</b> | 100 N JEFFERSON ST                                                                                                                        | <b>11-216</b>      | 13.9000     | 5.90            |
| <b>7</b>        | PLAT OF NAVARINO S 87 FT OF LOTS 698-699 & 700<br>CITY OF GREEN BAY-CLERK<br>100 N JEFFERSON ST<br>GREEN BAY WI 54301-5006                |                    |             |                 |
| <b>DISTRICT</b> | 425 S ADAMS ST                                                                                                                            | <b>13-99</b>       | 22.2000     | 0.00            |
| <b>7</b>        | PLAT OF ASTOR LOT 11 & 12 & THE SLY 20 FT OF LOT 13 BLK 15<br>VAN ESS FAMILY LIMITED PARTNERSHIP<br>PO BOX 10914<br>GREEN BAY WI 54307    |                    |             |                 |
| <b>DISTRICT</b> | 230 S QUINCY ST                                                                                                                           | <b>14-436</b>      | 25.1000     | 10.00           |
| <b>7</b>        | PLAT OF ASTOR S 1/3 OF E 2/3 OF LOT 5 & N 1/3 OF E 2/3 OF LOT 6 BLK 38<br>MICHAEL J JAECKEL<br>230 S QUINCY ST<br>GREEN BAY WI 54301-4022 |                    |             |                 |
| <b>DISTRICT</b> | 710-712 GRAY ST                                                                                                                           | <b>18-1418</b>     | 39.2000     | 0.00            |
| <b>7</b>        | VANDALE SUBD LOT 21 BLK 2<br>THOMAS W LAPLANTE<br>1639 DECKNER ST STE A<br>GREEN BAY WI 54302                                             |                    |             |                 |
| <b>DISTRICT</b> | 968 HOLZER ST                                                                                                                             | <b>18-829-A</b>    | 50.1000     | 10.10           |
| <b>7</b>        | LOT 1 VOL 8 CSM PAGE 77<br>JOAN R SEUBERT REVOC TRUST<br>801 CHESTNUT ST<br>MARATHON WI 54448                                             |                    |             |                 |

|                 | Location                                                                                                                                                                                         | Parcel ID       | Linear Feet | Sidewalk Credit |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-----------------|
| <b>DISTRICT</b> | 964 HOLZER ST                                                                                                                                                                                    | <b>18-830-A</b> | 29.4000     | 10.10           |
| <b>7</b>        | E MORROWS SUBD WLY 1/2 OF N LY 1/2 OF PRT OF LOT 15<br>THAT LIES BETW ELY LINE OF HOLZER ST & WLY LINE OF<br>COPPENS ROAD<br><br>ROBYN R DANTOIN<br><br>964 HOLZER ST<br>GREEN BAY WI 54303-3870 |                 |             |                 |
| <b>DISTRICT</b> | 962 HOLZER ST                                                                                                                                                                                    | <b>18-831-A</b> | 35.7000     | 15.70           |
| <b>7</b>        | E MORROWS SUBD WLY 1/2 OF S LY 1/2 OF THAT PRT OF<br>LOT 15 LYG BETW ELY LINE HOLZER & WLY LINE OF<br>COPPENS RD<br><br>DACODA C SHORE<br><br>962 HOLZER ST<br>GREEN BAY WI 54303-3870           |                 |             |                 |
| <b>DISTRICT</b> | 948-950 HOLZER ST                                                                                                                                                                                | <b>18-833-C</b> | 50.1000     | 0.00            |
| <b>7</b>        | MORROWS SUBD OF LOT 7 OF WH ITNEY OR LAVENTURE<br>CLAIM THAT PRT OF LOT 17 AS DES I N 749 R 437 BCR<br><br>DANIEL A JOHNSON<br><br>975 ELMORE ST<br>GREEN BAY WI 54303                           |                 |             |                 |
| <b>DISTRICT</b> | 347-349 N MAPLE AV                                                                                                                                                                               | <b>5-1001</b>   | 82.3000     | 10.40           |
| <b>7</b>        | ELMORES ADD LOT 110<br><br>EBINAL INVESTMENTS LLC<br><br>2811 E PENNWOOD CI<br>GREEN BAY WI 54301-2850                                                                                           |                 |             |                 |
| <b>DISTRICT</b> | 723 MATHER ST                                                                                                                                                                                    | <b>5-1117</b>   | 5.0000      | 0.00            |
| <b>7</b>        | LOT 1 OF 54 CSM 90 BNG PRT OF LOTS 213 & 214 ELMORE'S<br>ADDN<br><br>LUKE J & BILLIE J KOTECKI<br><br>723 MATHER ST<br>GREEN BAY WI 54303-3559                                                   |                 |             |                 |
| <b>DISTRICT</b> | 1100 EIGHTH ST                                                                                                                                                                                   | <b>1-1504</b>   | 57.0000     | 0.00            |
| <b>8</b>        | MARQUETTE PARK LOT 14 BLK 4<br><br>STEPHANIE & CHADWICK MILLER<br><br>1100 EIGHTH ST<br>GREEN BAY WI 54304-2465                                                                                  |                 |             |                 |
| <b>DISTRICT</b> | 1220 NICOLET AV                                                                                                                                                                                  | <b>1-1535</b>   | 24.7000     | 19.00           |
| <b>8</b>        | MARQUETTE PARK LOT 15 BLK 5<br><br>MICHAEL D SCHOEPP<br><br>1220 NICOLET AV<br>GREEN BAY WI 54304-2425                                                                                           |                 |             |                 |

|                 | Location                                                                             | Parcel ID      | Linear Feet | Sidewalk Credit |
|-----------------|--------------------------------------------------------------------------------------|----------------|-------------|-----------------|
| <b>DISTRICT</b> | 1119 COLONIAL AV                                                                     | <b>1-1786</b>  | 50.0000     | 15.00           |
| <b>8</b>        | REDMONDS ACRES LOT 5 BLK 1                                                           |                |             |                 |
|                 | LYNN B CORROY                                                                        |                |             |                 |
|                 | 1119 COLONIAL AV<br>GREEN BAY WI 54304-2441                                          |                |             |                 |
| <b>DISTRICT</b> | 1021 ROCKDALE ST                                                                     | <b>1-2049</b>  | 15.0000     | 10.00           |
| <b>8</b>        | PLAT OF SOUTH PARK ACRES LOT 4 BLK D                                                 |                |             |                 |
|                 | HONOR C RILEY LE                                                                     |                |             |                 |
|                 | 1021 ROCKDALE ST<br>GREEN BAY WI 54304-3408                                          |                |             |                 |
| <b>DISTRICT</b> | 1273 MARIAN LN                                                                       | <b>1-2079</b>  | 32.0000     | 10.10           |
| <b>8</b>        | SOUTHLAWN SUB LOT 6 BLK 2                                                            |                |             |                 |
|                 | PAMELA A FISCHER                                                                     |                |             |                 |
|                 | 1273 MARIAN LN<br>GREEN BAY WI 54304-2337                                            |                |             |                 |
| <b>DISTRICT</b> | 1210 THORNDALE ST                                                                    | <b>1-2158</b>  | 24.9000     | 14.80           |
| <b>8</b>        | THORNDALE SUB LOT 10 BLK 1                                                           |                |             |                 |
|                 | FRANCIS D & JUNE ANDERSON                                                            |                |             |                 |
|                 | 1210 THORNDALE ST<br>GREEN BAY WI 54304-3917                                         |                |             |                 |
| <b>DISTRICT</b> | 1326 WIRTZ AV                                                                        | <b>1-295</b>   | 137.8000    | 0.00            |
| <b>8</b>        | DUDLEY ADD LOT 1 BLK 3                                                               |                |             |                 |
|                 | SHANE A & AMY S WILLEMOM                                                             |                |             |                 |
|                 | 1326 WIRTZ AV<br>GREEN BAY WI 54304-3447                                             |                |             |                 |
| <b>DISTRICT</b> | 1411 SHAWANO AV                                                                      | <b>6-249</b>   | 144.7000    | 40.10           |
| <b>8</b>        | PCL A OF 1 CSM 171 BNG PRT OF PC 1 WSFR                                              |                |             |                 |
|                 | JOSE A & DEBRA M TORRES SR                                                           |                |             |                 |
|                 | 3112 EGAN LN<br>GREEN BAY WI 54311-5064                                              |                |             |                 |
| <b>DISTRICT</b> | 1716 S RIDGE RD                                                                      | <b>6-306-D</b> | 25.0000     | 0.00            |
| <b>8</b>        | TANKS SUBD OF PC 12 & N 1/2 OF 13 WSFR THAT PRT OF<br>LOT 17 DES IN VOL 361 D 79 BCR |                |             |                 |
|                 | JODY L SCHMIDT                                                                       |                |             |                 |
|                 | 1716 S RIDGE RD<br>GREEN BAY WI 54304                                                |                |             |                 |
| <b>DISTRICT</b> | 1508 THIRTEENTH AV                                                                   | <b>1-1397</b>  | 25.0000     | 15.00           |
| <b>9</b>        | THAT PRT OF THE N 1/7 OF PC 11 WSFR DESC IN J4553-18                                 |                |             |                 |
|                 | MAURICE L & CINDY L PELKEY                                                           |                |             |                 |
|                 | 1508 THIRTEENTH AV<br>GREEN BAY WI 54304-3631                                        |                |             |                 |

|                 | Location                                              | Parcel ID      | Linear Feet | Sidewalk Credit |
|-----------------|-------------------------------------------------------|----------------|-------------|-----------------|
| <b>DISTRICT</b> | 1503 THIRTEENTH AV                                    | <b>1-1694</b>  | 10.2000     | 5.10            |
| <b>9</b>        | WALTER H BASTENS PLAT LOT 4 BLK 2                     |                |             |                 |
|                 | KATHLEEN R BLAKE                                      |                |             |                 |
|                 | 1503 THIRTEENTH AV<br>GREEN BAY WI 54304-3630         |                |             |                 |
| <b>DISTRICT</b> | 1449 THIRTEENTH AV                                    | <b>1-1695</b>  | 25.5000     | 15.30           |
| <b>9</b>        | WALTER H BASTENS PLAT LOT 5 BLK 2                     |                |             |                 |
|                 | JOHN P & LESLIE A MIRON                               |                |             |                 |
|                 | 1449 THIRTEENTH AV<br>GREEN BAY WI 54304-3659         |                |             |                 |
| <b>DISTRICT</b> | 1502 THIRTEENTH AV                                    | <b>1-1699</b>  | 30.0000     | 10.00           |
| <b>9</b>        | WALTER H BASTENS PLAT LOT 3 BLK 3                     |                |             |                 |
|                 | MARK L & JULIE A FRIEDMAN                             |                |             |                 |
|                 | 1502 THIRTEENTH AV<br>GREEN BAY WI 54304-3631         |                |             |                 |
| <b>DISTRICT</b> | 1121 TWELFTH AV                                       | <b>1-257</b>   | 75.9000     | 9.60            |
| <b>9</b>        | PINE CREST ADDN LOT 8 BLK 7                           |                |             |                 |
|                 | GUY & ELIANE ZIMA                                     |                |             |                 |
|                 | 1121 TWELFTH AV<br>GREEN BAY WI 54304-2644            |                |             |                 |
| <b>DISTRICT</b> | 201 S BROADWAY                                        | <b>3-314</b>   | 43.2000     | 0.00            |
| <b>9</b>        | CALLAGHANS ADD LOT 20                                 |                |             |                 |
|                 | HOLLY A HEBEL                                         |                |             |                 |
|                 | 201 S BROADWAY<br>GREEN BAY WI 54303-1515             |                |             |                 |
| <b>DISTRICT</b> | 1135 THRUSH ST                                        | <b>18-1109</b> | 24.5000     | 20.20           |
| <b>10</b>       | PLAT OF MATHER HEIGHTS S 50.33 FT OF LOTS 3 & 4 BLK 8 |                |             |                 |
|                 | ROBERT J & BONNIE J VANDER LEEST                      |                |             |                 |
|                 | 4546 BAYSIDE RD<br>SUAMICO WI 54173-8534              |                |             |                 |
| <b>DISTRICT</b> | 719 WILSON AV                                         | <b>18-399</b>  | 10.0000     | 0.00            |
| <b>10</b>       | VAN DYCKES CO'S ADDN LOT 6 BLK 19                     |                |             |                 |
|                 | DANIEL B & JULIE A ROSINSKY                           |                |             |                 |
|                 | 719 WILSON AV<br>GREEN BAY WI 54303-4105              |                |             |                 |
| <b>DISTRICT</b> | 813 GRAY ST                                           | <b>18-863</b>  | 155.3000    | 55.10           |
| <b>10</b>       | PLAT OF COLONIAL VILLAGE LOT 10 BLK 1                 |                |             |                 |
|                 | SAM P & KENDRA L HEIMBECHER                           |                |             |                 |
|                 | 813 GRAY ST<br>GREEN BAY WI 54303-3936                |                |             |                 |



|                 | Location                                                                                                       | Parcel ID      | Linear Feet      | Sidewalk Credit |
|-----------------|----------------------------------------------------------------------------------------------------------------|----------------|------------------|-----------------|
| <b>DISTRICT</b> | 727 GRAY ST                                                                                                    | <b>18-866</b>  | 18.4000          | 13.70           |
| <b>10</b>       | PLAT OF COLONIAL VILLAGE LOT 13 BLK 1<br>CAROL L RAY<br>727 GRAY ST<br>GREEN BAY WI 54303-3934                 |                |                  |                 |
| <b>DISTRICT</b> | 1666 MURPHY DR                                                                                                 | <b>6-1237</b>  | 65.2000          | 25.10           |
| <b>10</b>       | MURPHY PARK ADDN LOT 8 BLK 2<br>KELLY J FLYNN & ERIC L DETERVILLE<br>1666 MURPHY DR<br>GREEN BAY WI 54303-4632 |                |                  |                 |
| <b>DISTRICT</b> | 1480 KELLOGG ST                                                                                                | <b>6-2862</b>  | 59.7000          | 28.70           |
| <b>10</b>       | KELLY JO SUBDIVISION LOT 9<br>RONALD F & MAE B MAZOLA<br>1480 KELLOGG ST<br>GREEN BAY WI 54303-3148            |                |                  |                 |
| <b>DISTRICT</b> | 2250 NINTH ST                                                                                                  | <b>6H-1696</b> | 18.0000          | 10.00           |
| <b>11</b>       | OAK PARK SUBD 1ST ADDN LOT 36<br>DONALD E & DENISE I LEWIS<br>2250 NINTH ST<br>GREEN BAY WI 54304-1426         |                |                  |                 |
|                 | Project Total <b>12120</b>                                                                                     |                | <b>1959.2000</b> | <b>553.50</b>   |

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Mayor

\_\_\_\_\_  
City Clerk

RESOLUTION AUTHORIZING CONDITIONAL-USE  
APPROVAL AT 1004 BRETT FAVRE PASS  
(ZP 19-05)

May 21, 2019

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

That, pursuant to Zoning Petition 19-05 and the recommendation of the Plan Commission on April 22, 2019, the City of Green Bay does authorize a conditional-use permit for a proposed hotel and to allow the hotel to exceed the maximum height limitations located on the following described property at 1004 Brett Favre Pass:

LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS &  
BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART  
OF PC 14 & 15 WSFR (Tax Parcel No. 1-1841-C-2)

Said conditional-use permit shall be granted subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan and building plan review and approval.

Adopted \_\_\_\_\_

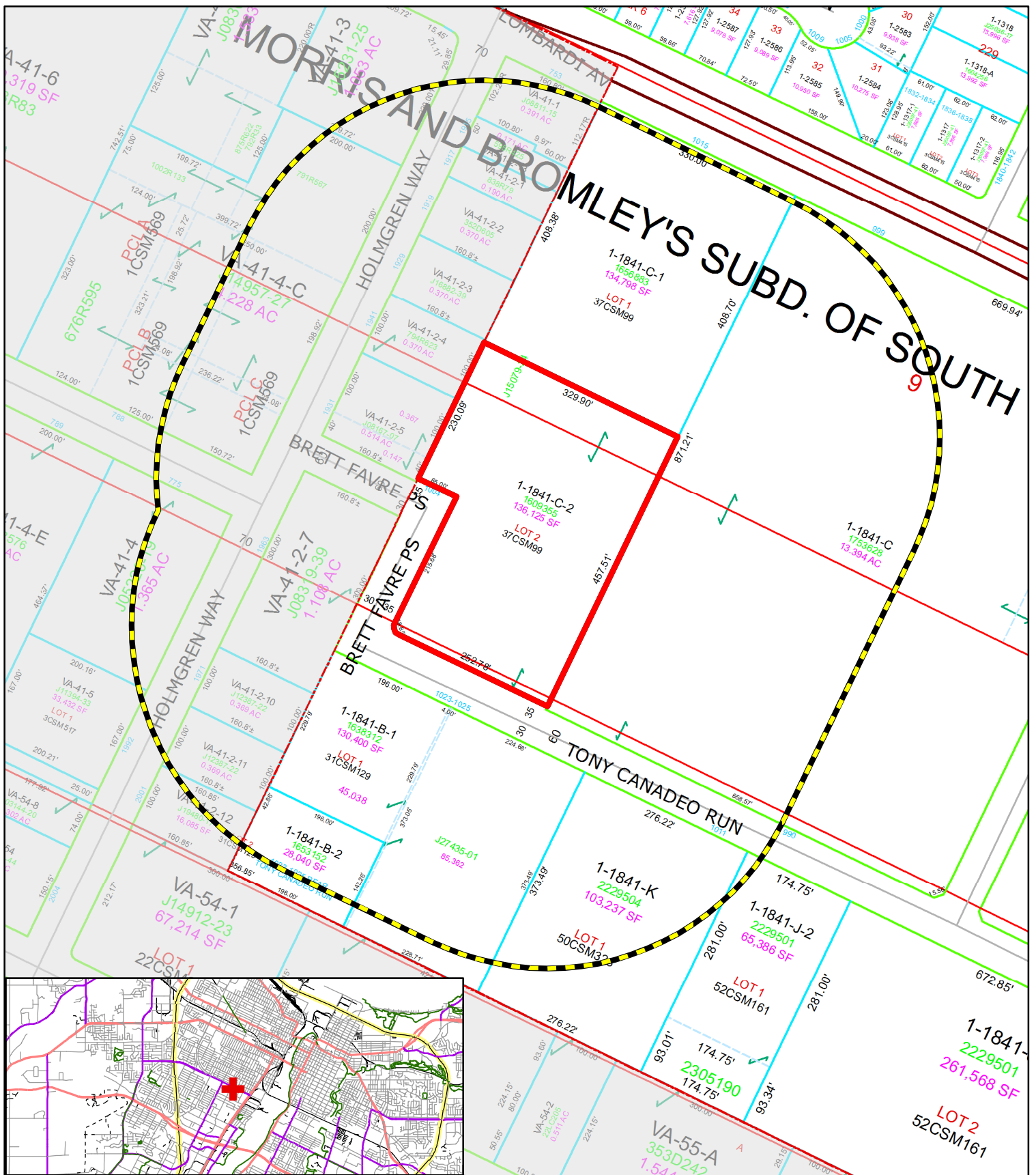
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

pn

Attachment – Map



## Zoning Petition (ZP 19-05) Conditional Use Permit (CUP) - 1004 Brett Favre Pass

- Subject Area
- 400' Property Owner Notice



0 5,000 10,000  
Feet

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

**RESOLUTION REGARDING VACATION  
OF A PORTION OF PUBLIC RIGHT-OF-WAY,  
PADI-WOOD LANE  
(SV 19-02)**

**May 21, 2019**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of a portion of right-of-way, Padi-Wood lane, located adjacent to parcels 21-199 and 21-204-1, as depicted on the attached map; and

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

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to the following conditions:

1. The existing right-of-way area shall be retained on the City's Official Map.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of right-of-way, Padi-Wood Lane, be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on July 16, 2019, at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

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

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

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

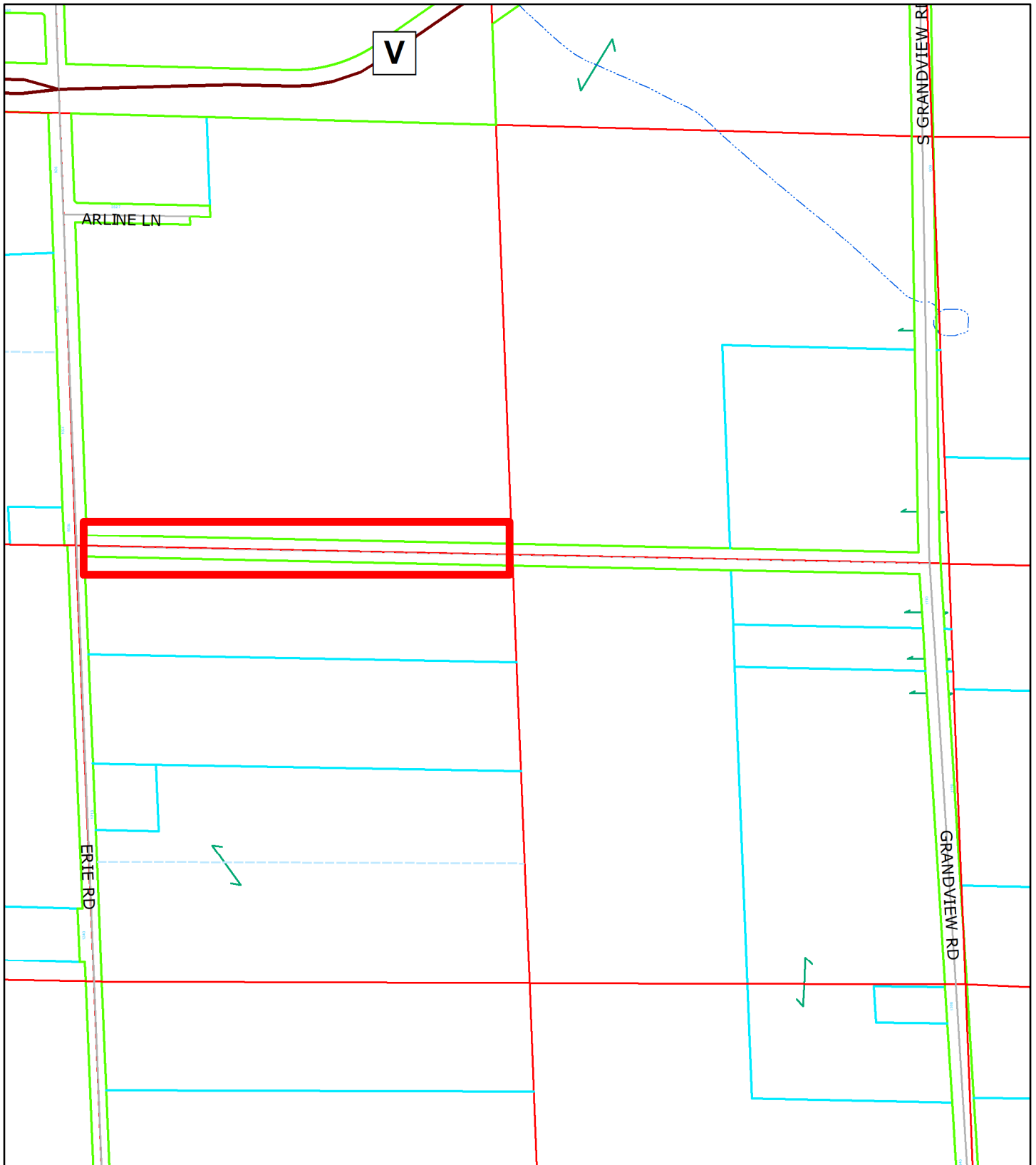
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

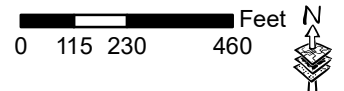
SJH

Attachments (legal description and map)





## (SV 19-02) Vacation of Portion of Padi-Wood Lane



 Proposed Vacation Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 01 May 2019 X:\Planning\Basemaps\template\_8.5x11.mxd

## DESCRIPTION OF PADI-WOOD LANE TO BE VACATED

That part of the Padi-Wood Lane as laid out by the Town of Preble on October 19, 1862 and filed in Volume I, Page 29 of the Town of Preble Road Records, located in the Northwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$ , Section 12, Township 23 North, Range 21 East, City of Green Bay, Brown County Wisconsin described as follows:

The South 33 feet of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 12, Township 23 North, Range 21 East, City of Green Bay, Brown County Wisconsin. Excepting the West 35 feet thereof.

| <u>Parcel Affected</u> | <u>Property Owners Names &amp; Mailing Addresses</u>                                             |
|------------------------|--------------------------------------------------------------------------------------------------|
| 21-199                 | Pierquet Family Limited Partnership, ETAL<br>2170 Velp Avenue – Suite 104<br>Green Bay, WI 54303 |

AND

The North 33 feet of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 12, Township 23 North, Range 21 East, City of Green Bay, Brown County Wisconsin. Excepting the West 35 feet thereof.

| <u>Parcel Affected</u> | <u>Property Owners Names &amp; Mailing Addresses</u>                             |
|------------------------|----------------------------------------------------------------------------------|
| 21-204-1               | Kelly L. Boucher & Linda A. Pagonis<br>2217 Hillside Lane<br>Green Bay, WI 54302 |

**RESOLUTION AUTHORIZING  
RELEASE OF UTILITY EASEMENT FOR  
1060 GRAY COURT  
(ED 19-02)**

**May 21, 2019**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a utility easement be discontinued at 1060 Gray Court.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance, subject to the following condition:

1. Requestor shall provide legal description of Easement Discontinuance area at their expense.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 19-02 and the recommendation of the Plan Commission on May 13, 2019, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Gray Court:

Tax Parcels: 18-781

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

Commencing at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence S45°53'47"W, 84.69 feet along the East Line of said Lot 1; thence S44°06'13"E, 228.45 feet to the Point of Beginning; thence S44°06'13"E, 9.36 feet to the North Right of Way of Gray Court; thence 16.74 feet along said North Right of Way being the arc of a 246.74 foot radius curve to the right whose long chord bears S89°38'10"E, 16.74 feet; thence N50°44'54"E, 506.49 feet; thence N26°21'38"E, 110.29 feet along the West line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records, thence N63°36'58"W, 20.00 feet; thence S26°21'38"W, 105.98 feet; thence S49°42'39"W, 515.14 feet to the Point of Beginning.

Area contains 10,035 sq. ft. / 0.23 acres more or less

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

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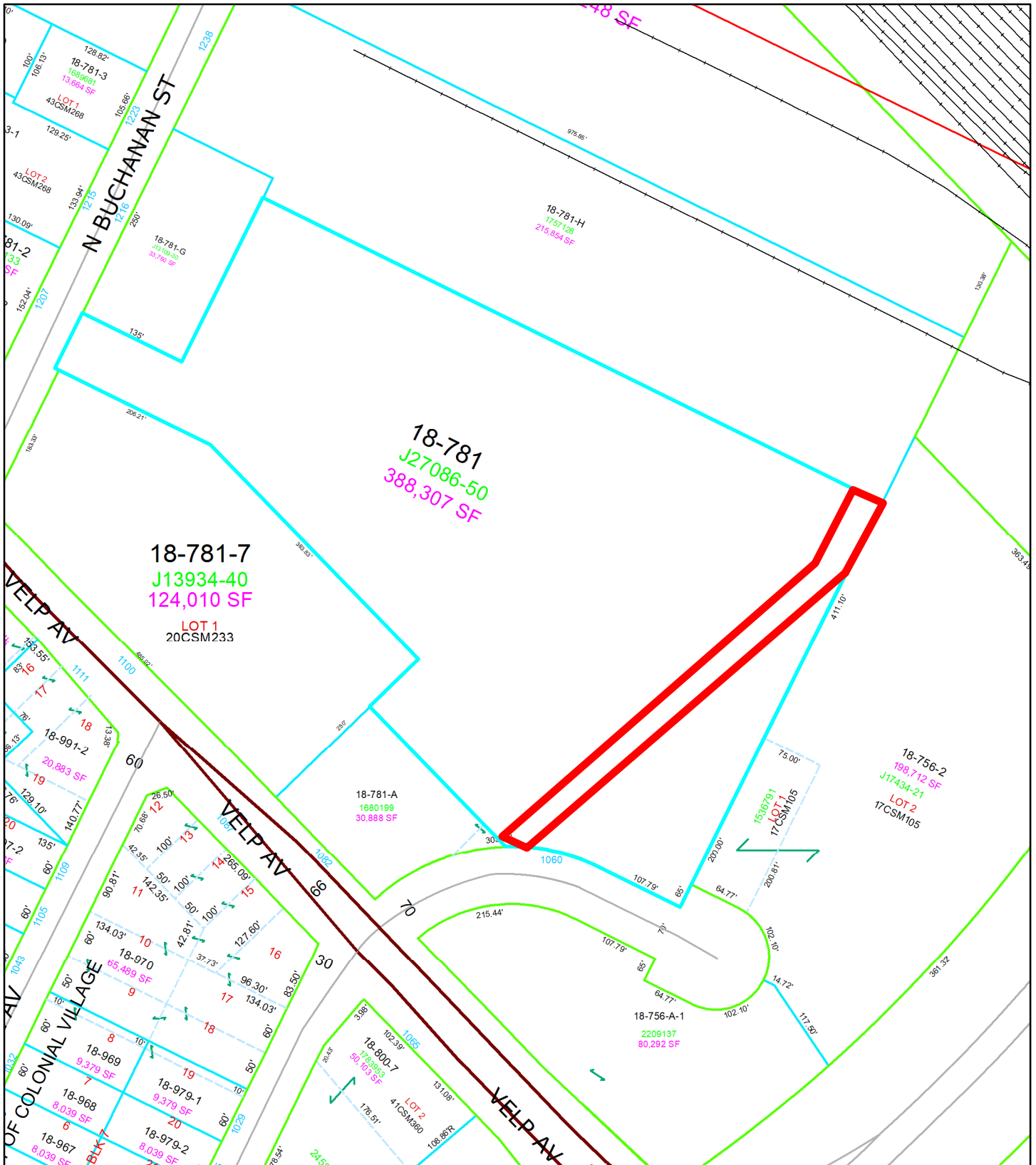
Mayor

---

Clerk

SJH

Attachment –Map



## (ED 19-02) Easement Discontinuance located at 1060 Gray Court



- Subject Parcel
- Easement Area



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 01 May 2019 X:\Planning\Basemaps\template\_8.5x11.mxd



## Easement Release Legal Description

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

Commencing at the East Corner of Lot 1, Volume 20, Certified Survey Maps, Page 233, Map No. 3619, Document No. 1172078, Brown County Records; thence S45°53'47"W, 84.69 feet along the East Line of said Lot 1; thence S44°06'13"E, 228.45 feet to the Point of Beginning; thence S44°06'13"E, 9.36 feet to the North Right of Way of Gray Court; thence 16.74 feet along said North Right of Way being the arc of a 246.74 foot radius curve to the right whose long chord bears S89°38'10"E, 16.74 feet; thence N50°44'54"E, 506.49 feet; thence N26°21'38"E, 110.29 feet along the West line of Volume 17, Certified Survey Maps, Page 105, Map No. 3213, Document No. 1103215, Brown County Records, thence N63°36'58"W, 20.00 feet; thence S26°21'38"W, 105.98 feet; thence S49°42'39"W, 515.14 feet to the Point of Beginning.

Area contains 10,035 sq. ft. / 0.23 acres more or less

**FINAL PAYMENTS RESOLUTION**  
**May 21, 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. PARKING RAMP REPAIRS - 2017**  
**CENTRAL RESTORATION INC.**

|                                  |                      |
|----------------------------------|----------------------|
| TOTAL AMOUNT EARNED:             | \$ 571,020.40        |
| LESS AMOUNT RETAINED:            | <u>\$ 0.00</u>       |
|                                  | \$ 571,020.40        |
| LESS AMOUNT PREVIOUSLY PAID:     | <u>\$ 539,880.51</u> |
| <b>AMOUNT DUE THIS ESTIMATE:</b> | <b>\$ 31,139.89</b>  |

**ACCOUNT NUMBERS**

**430500-55305-64067: \$31,139.89**  
**PO #1700122**

Adopted \_\_\_\_\_, 2019

Approved \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SEF

**RESOLUTION ACCEPTING AND IMPLEMENTING  
2019 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

**May 21, 2019**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, as a community development block grant entitlement community, the City of Green Bay is required to certify to the Department of Housing and Urban Development (HUD) that it will affirmatively further fair housing; and

WHEREAS, MSA Professional Services Inc. was hired to complete an Analysis of Impediments (AI) to Fair Housing Choice and said AI identifies fair housing concerns and impediments, and recommends planning strategies that the City can undertake to further fair housing within the community.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay that the City hereby accepts the 2019 Analysis of Impediments to Fair Housing Choice, as prepared by MSA Professional Services Inc.

BE IT FURTHER RESOLVED that the Common Council affirmatively furthers fair housing opportunities within the city by approving the 2019 Analysis of Impediments, on file at the City Clerk's Office, as an element of the Community Development Block Grant Program, and authorizes the proper City officials to notify HUD of its acceptance and approval.

BE IT FURTHER RESOLVED that the proper City officials are authorized to take necessary steps to implement the recommendations to address impediments to fair housing in Green Bay as identified in the 2019 Analysis of Impediments to Fair Housing Choice.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

kjv



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.I.**

To approve request by owner of Parcel 22-SC490 to subdivide parcel, redistribute currently deferred assessments for sanitary and water main to resulting subparcels, and defer resulting allocated assessments until each subparcel is sold, developed, or until October 19, 2024, whichever comes first.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Deferred Assessments - Parcel 22-SC490

# City of Green Bay Department of Public Works

**TO:** Improvement & Services Committee

**FROM:** Steven M. Grenier, P.E.  
Director of Public Works

**DATE:** May 7, 2019

**RE:** Deferred Assessments – Parcel 22-SC490



In 2000, public infrastructure was constructed creating Equestrian Road and Champeau Road in the University Heights Business Park on the City's far northeast side. Special assessments for sanitary sewer and water main construction were levied against parcels abutting, and benefitting from, the installation of these improvements in accordance with ss. 66.0701, Wis. Stats. One of these parcels, Parcel 22-SC490, had the assessments for sanitary sewer and water main construction, deferred "until sold, developed, or until 10/19/09, whichever comes first". The property owner has successfully requested that the Common Council extend the deferral twice, until 10/19/14, and again until 10/19/19.

With the construction of Equestrian Road, Parcel 22-SC490 was split into a portion of the parcel lying between Equestrian Road and STH 54, with the remainder of the parcel lying between Equestrian Road and Champeau Road. A review of the parcel indicates that it could be logically subdivided into lands lying north of Equestrian Road, lands between Equestrian Road and the creek forming the southern property line of Parcel 22-SC490-1 ("the Creek"), and lands between "the Creek" and Champeau Road.

The currently-deferred assessments against Parcel 22-SC490 can easily be broken down based upon the frontages against Equestrian Road and Champeau Road. This would allow the assessments to be computed and levied against subparcels resulting from subsequent land division.

Section 9.41, Green Bay Municipal Code, provides the ability of the Common Council to defer assessments for sanitary sewer, storm sewer, and water main construction against abutting undeveloped land, if that deferral is in the best interests of the City. Parcel 22-SC490 meets these criteria

The City of Green Bay Department of Public Works recommends allowing the property owner to subdivide Parcel 22-SC490 into three subparcels, as shown on the attached figure. We further recommend that the existing deferred assessments for sanitary sewer and water main be deferred until each subparcel is sold, developed, or until 10/19/2024 in accordance with the following schedule:

**Subparcel 1**

Sanitary Assessment: 337.19 front feet + 1 lateral

Water Assessment: 337.19 front feet

**Subparcel 2**

Sanitary Assessment: 361.50 front feet + 1 lateral

Water Assessment: 361.50 front feet

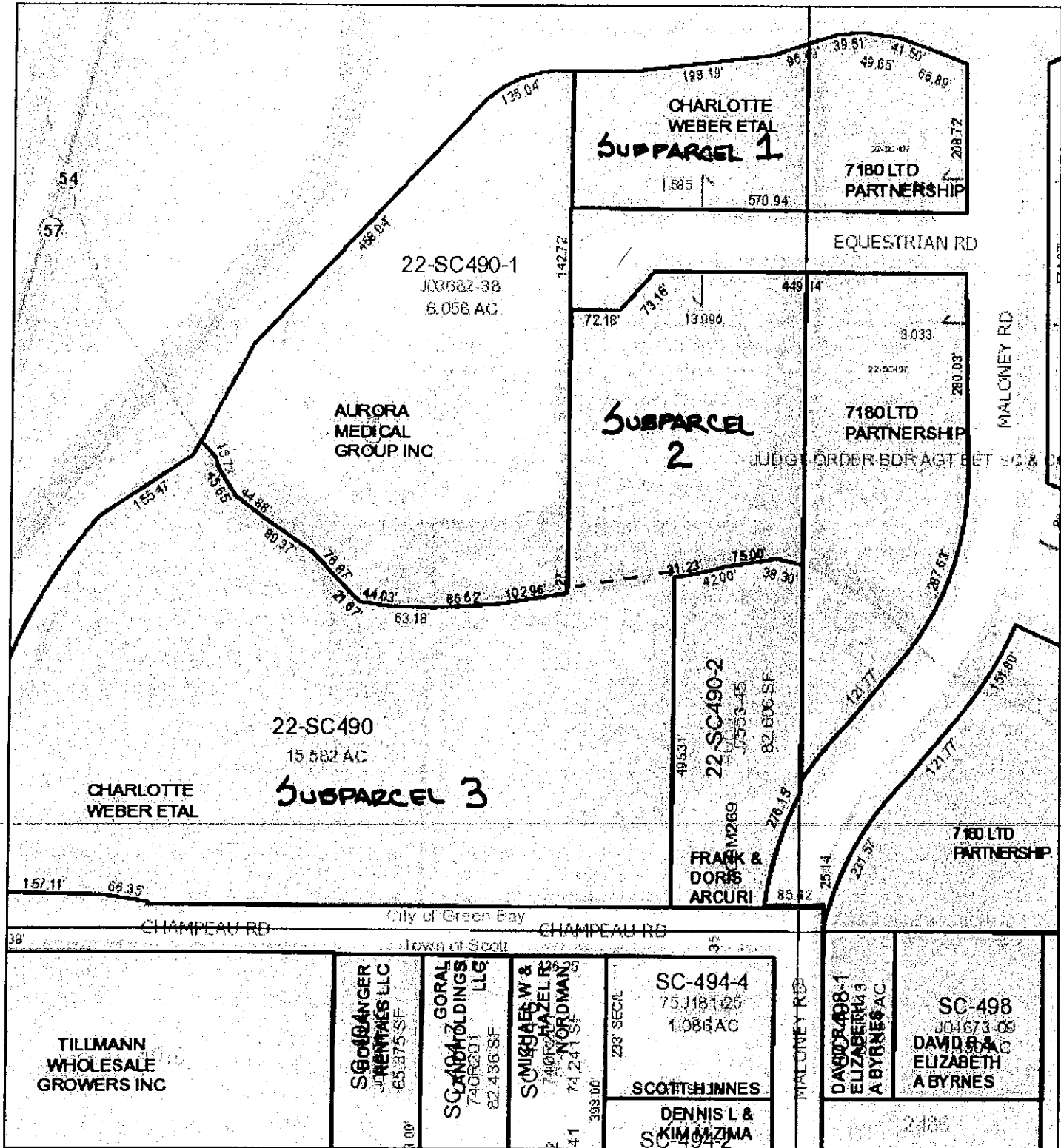
**Subparcel 3**

Water assessment: 1078.89 front feet

These assessments will be paid using the assessment rate in effect on the date on which the assessment is paid.



# Parcel 22-SC490



4/9/2019, 1:26:05 PM

TaxParcel .

☐ TaxParcel☐ Condominium☐ Undetermined

☐ Gap; Overlap

 Hydrography

#### ☐ Right of Way

1:2,400

0 0.02 0.04 0.08 mi

0 0.0325 0.065 0.13 km

Brown County  
Brown County WI

Brown County WI  
www.gis.co.brown.wi.us



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.2.**

To receive and place on file request by Ald. Lefebvre to look at curbside bulk and overflow pickup.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. 2019 Sanitation core services cost summary
2. 2019 bunker program cost summary
3. 2019 overflow bag week cost summary
4. 2019 bulky waste week cost summary
5. 2019 May bulk-overflow statewide survey

**City of Green Bay-DPW**  
**Overflow and Bulky Waste Program**  
**Annual Cost Summary**  
(May 2019)

| <u>Item</u>                             | <u>Quantity</u> | <u>Unit Cost</u> | <u>Total</u>               |
|-----------------------------------------|-----------------|------------------|----------------------------|
| Buly Waste Bunker Program               | 1               | \$724,327.87     | \$724,327.87               |
| Curbside Overflow Trash Collection Week | 4               | \$8,240.84       | \$32,963.36                |
| Curbside Bulky Waste Collection Week    | 2               | \$32,523.72      | <u>\$65,047.44</u>         |
| Weekly TOTAL =                          |                 |                  | <u><u>\$822,338.68</u></u> |

**City of Green Bay-DPW**  
***Bulky Waste Bunker Program***  
**Annual Operating Cost**  
(May 2019)

| <u>Item</u>                          | <u>Quantity</u> | <u>Hours</u> | <u>Unit Cost</u> | <u>Total</u>                      |
|--------------------------------------|-----------------|--------------|------------------|-----------------------------------|
| Dump truck                           | 3               | 780          | \$65.12          | \$152,380.80                      |
| Loader with grapple bucket           | 1               | 1560         | \$87.54          | \$136,562.40                      |
| Truck Drivers (with 49.6% fringes)   | 3               | 832          | \$36.28          | \$90,549.89                       |
| Loader Operator (with 49.6% fringes) | 1               | 1820         | \$38.51          | \$70,082.81                       |
| Bunker Monitors (with 49.6% fringes) | 2               | 2773         | \$36.28          | \$201,221.97                      |
| Tipping fees (tons)                  | 1710            | -            | \$43.00          | <u>\$73,530.00</u>                |
| <b>Weekly TOTAL =</b>                |                 |              |                  | <b><u><u>\$724,327.87</u></u></b> |

Average cost of bulky waste (per ton) = \$423.58  
Average cost of bulky waste (per pound) = \$0.21

**Summary:** Operating the bulky waste bunkers for one (1) year costs the City approximately \$725,000

**City of Green Bay-DPW**  
**Curbside *Overflow Trash* Bag Week Collection**  
**Cost Summary**  
(May 2019)

| <u>Item</u>                        | <u>Quantity</u> | <u>Hours</u> | <u>Unit Cost</u>      | <u>Total</u>                    |
|------------------------------------|-----------------|--------------|-----------------------|---------------------------------|
| Tipper cart truck                  | 2               | 40           | \$65.12               | \$5,209.60                      |
| Truck Drivers (with 49.6% fringes) | 2               | 40           | \$36.28               | \$2,902.24                      |
| Tipping fees (tons)                | 3               | -            | \$43.00               | <u>\$129.00</u>                 |
|                                    |                 |              | <b>Weekly TOTAL =</b> | <b><u><u>\$8,240.84</u></u></b> |

**Summary:** One (1) week of curbside overflow trash bag collection costs the City approximately \$8,200



**City of Green Bay-DPW**  
**Curbside *Bulky Waste* Collection Week**  
**Cost Summary**  
(May 2019)

| <u>Item</u>                          | <u>Quantity</u> | <u>Hours</u> | <u>Unit Cost</u> | <u>Total</u>                     |
|--------------------------------------|-----------------|--------------|------------------|----------------------------------|
| Dump truck                           | 1               | 40           | \$65.12          | \$2,604.80                       |
| Loader with grapple bucket           | 1               | 40           | \$87.54          | \$3,501.60                       |
| Rear-loader Garbage Truck            | 4               | 40           | \$65.12          | \$10,419.20                      |
| Truck Drivers (with 49.6% fringes)   | 7               | 40           | \$36.28          | \$10,157.84                      |
| Loader Operator (with 49.6% fringes) | 1               | 40           | \$38.51          | \$1,540.28                       |
| Tipping fees (tons)                  | 100             | -            | \$43.00          | <u>\$4,300.00</u>                |
| <b>Weekly TOTAL =</b>                |                 |              |                  | <b><u><u>\$32,523.72</u></u></b> |

**Summary:** One (1) week of curbside bulky waste collection costs the City approximately \$32,500

**City of Green Bay-DPW**  
**Wisconsin/Statewide Large Community Bulk and Overflow Trash Survey**  
**(May 2019)**

| <u>Community</u>                                | <u>Trash Collector</u> | <u>Method</u>  | <u>Curbside Overflow Trash Policy</u>                                                                                                                                        | <u>Curbside Bulky Trash Policy</u>                                                                                                                                               | <u>Bulky Waste Drop-off Center</u>                                                          | <u>Curbside Brush Collection</u>                                                                                                              | <u>Curbside Yard Waste Collection</u> |
|-------------------------------------------------|------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1 Allouez ( <a href="#">info from website</a> ) | Vendor                 | Automated      | Yes, no fee                                                                                                                                                                  | Yes, once per month. Up to 2 C.Y. no fee. Fee for extras.                                                                                                                        | Unknown                                                                                     | Yes, during March and April only                                                                                                              | Spring & Fall. No brush collection.   |
| 2 Appleton                                      | City                   | Automated      | Yes, \$4.00 disposal sticker must be affixed to each bag taken                                                                                                               | Yes, collected bi-weekly on regular garbage day; opposite week of recycling. Fee for appliance collection. No construction or contractor debris.                                 | Yes                                                                                         | Only during spring yard waste collection periods; 4 weeks per year                                                                            | Spring & fall                         |
| 3 Ashwaubenon                                   | City                   | Automated      | No program                                                                                                                                                                   | Yes, large item pick-up occurs the third full week of each month with no user fees.                                                                                              | No                                                                                          | Year round. No fee.                                                                                                                           | Spring & Fall                         |
| 4 Bellevue                                      | Vendor                 | Automated      | No program                                                                                                                                                                   | No program                                                                                                                                                                       | No                                                                                          | Only during last 2 weeks of April & first 2 weeks of October                                                                                  | No program. Self-haul only.           |
| 5 DePere                                        | City                   | Automated      | Yes, extra bags taken outside the cart during traditional holiday weeks like Christmas, New Years, etc. Rest of year, \$2.00 overflow tag must be affixed to each bag taken. | Yes, 1 week in June and 1 week in September. Must schedule and pay fee for collection other 50 weeks of the year. Charges vary, minimum \$40 fee.                                | Yes                                                                                         | Only 3 times year: May, July, and October. No fee. Must schedule and pay fee for collection rest of the year. Charges vary, minimum \$40 fee. | Spring & Fall                         |
| 6 Eau Claire                                    | Vendor                 | Semi-automated | Yes, allowed year-round                                                                                                                                                      | Yes, 2 special collections per year (spring and fall) no fee. Rest of year DPW collects bulky items for a charge.                                                                | No                                                                                          | No program                                                                                                                                    | Self-haul only. Fees apply.           |
| 7 Fon du Lac                                    | City                   | Automated      | Yes, operator can take extra bags at their discretion any time of year. No fee.                                                                                              | Yes, \$40 charge for 1 C.Y. plus charges for Freon, tires, etc. On request from Council, spring 2019, this service is provided no cost for first 50 property owners who sign up. | Yes                                                                                         | No program                                                                                                                                    | Fall only                             |
| 8 Green Bay                                     | City                   | Automated      | Yes, up to 4 extra bags taken outside the cart during 4 scheduled weeks per year: spring, July 4, fall, Christmas                                                            | Yes, 2 scheduled weeks per year. Fee for collection other 50 weeks of the year.                                                                                                  | Yes, 2 drop-off centers. No fee. City residents only. No construction or contractor debris. | Year-round. No fee. Also may bring to City yard waste facility.                                                                               | Spring & Fall                         |
| 9 Howard ( <a href="#">info from website</a> )  | Vendor                 | Automated      | No                                                                                                                                                                           | Yes, must be scheduled by resident                                                                                                                                               | No                                                                                          | Yes, Tuesday only                                                                                                                             | Yes, spring and fall                  |

**City of Green Bay-DPW**  
**Wisconsin/Statewide Large Community Bulk and Overflow Trash Survey**  
**(May 2019)**

| <u>Community</u>                                  | <u>Trash Collector</u> | <u>Method</u> | <u>Curbside Overflow Trash Policy</u>                                                     | <u>Curbside Bulky Trash Policy</u>                                                                                                  | <u>Bulky Waste Drop-off Center</u>                            | <u>Curbside Brush Collection</u>                                                                                                                                                                                       | <u>Curbside Yard Waste Collection</u>                |
|---------------------------------------------------|------------------------|---------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 10 Janesville                                     | City                   | Automated     | No program                                                                                | No program                                                                                                                          | No                                                            | Only during 2nd week of January, 1st full week of May, 2nd and 3rd weeks of November (fall collection), and 1st full week of December                                                                                  | Spring only. Leaves and grass thatch.                |
| 11 Kenosha ( <a href="#">info from website</a> )  | City                   | Manual        | Yes, will take up to 30 bags per week                                                     | Yes, only collect if scheduled by resident. Minimum \$50 fee.                                                                       | Yes, \$7.00 per C.Y.                                          | Yes, May to November                                                                                                                                                                                                   | Spring & Fall                                        |
| 12 LaCrosse ( <a href="#">info from website</a> ) | Vendor                 | Automated     | Yes, must schedule. Fees apply.                                                           | Yes, must schedule. Fees apply.                                                                                                     | Unknown                                                       | Only during April and May spring clean-up. Contact vendor at other times. Fees apply.                                                                                                                                  | No program                                           |
| 13 Madison ( <a href="#">info from website</a> )  | City                   | Automated     | Yes, 6 or more bags for move-outs                                                         | Yes, every other week                                                                                                               | Yes, fees apply                                               | Yes                                                                                                                                                                                                                    | Spring & Fall. Must use compost bags.                |
| 14 Marinette                                      | Vendor                 | Manual        | Yes, weekly. No fee.                                                                      | Yes, 1 week every month \$10 per item pre-paid.                                                                                     | Yes, \$5 per vehicle PLUS \$5 per trailer axle for each visit | Yes, 1 week per month                                                                                                                                                                                                  | Spring & Fall. Must use yard waste bag with sticker. |
| 15 Menasha                                        | City                   | Automated     | Yes, \$1.00 overflow sticker must be affixed to each bag collected                        | Yes, each residential property gets 5 bulky item tags per year. Additional tags cost \$15 each. Freon appliance collection is \$15. | No, recycling and brush drop-off centers only                 | Yes, once a month. No fee.                                                                                                                                                                                             | Spring & Fall. Must use paper bags.                  |
| 16 Milwaukee                                      |                        |               |                                                                                           |                                                                                                                                     |                                                               |                                                                                                                                                                                                                        | Fall only                                            |
| 17 Neenah                                         | City                   | Automated     | No program                                                                                | Yes, no charge during even numbered months. Residents must contact City to request collection. Fees apply during odd months.        | Yes                                                           | Once a month June through November, and during spring yard waste collection (mid-April through May. No fee.                                                                                                            | Spring & Fall. Must use paper bags.                  |
| 18 Oshkosh                                        | City                   | Automated     | Yes, \$10 overflow sticker must be affixed to each bag collected. 50 pound limit per bag. | Yes, with scheduled pick-up. \$13 metal items; \$15 large items; \$23 appliances; no electronics                                    | No                                                            | Garbage day during first full, non-holiday week April through December. Also last 2 weeks of April. No fee. Also collected year-round at City Yard Waste Center with annual permit; \$25-resident; \$125 non-resident. | Spring & Fall                                        |

**City of Green Bay-DPW**  
**Wisconsin/Statewide Large Community Bulk and Overflow Trash Survey**  
**(May 2019)**

| <u>Community</u> | <u>Trash Collector</u> | <u>Method</u>                                       | <u>Curbside Overflow Trash Policy</u>                              | <u>Curbside Bulky Trash Policy</u>                                   | <u>Bulky Waste Drop-off Center</u> | <u>Curbside Brush Collection</u>                                                                    | <u>Curbside Yard Waste Collection</u> |
|------------------|------------------------|-----------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------|
| 19 Racine        | City                   | Semi-automated; rear-loader                         | No program                                                         | Yes, 4 free collections per property per year. \$50 each after that. | Yes                                | Only during spring yard waste collection periods. May bring to City yard waste facility year-round. | Spring & Fall                         |
| 20 Sheboygan     | City                   | Manual rear-loader; converting to automated in 2020 | Yes, all trash bags taken due to current manual collection process | No program                                                           | No                                 | No program                                                                                          | Fall only                             |
| 21 Stevens Point | City                   | Automated                                           | No program                                                         | Yes, on Mondays only. \$10 per item. No appliances.                  | Yes                                | Curbside only after major wind storm events                                                         | Fall only                             |
| 22 Waukesha      | Vendor                 | Automated - curbside & manual - alleys              | No program                                                         | Yes, maximum 3 items per week and 6 items per month. No fee.         | Yes                                | Only once per year                                                                                  | Self-haul only                        |
| 23 Wausau        | Vendor                 | Automated                                           | No program                                                         | Yes, typical item \$30 for a couch                                   | Yes, open 5 weekends per summer    | Curbside only after major wind storm events. City provides yard waste center.                       | Fall only                             |



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.3.**

To approve land lease extension for current Department of Public Works West Side Yard Waste Center site and allow the Department of Public Works to execute the lease amendment.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Amendment One



**Amendment One**  
**To the June 2017**  
**Surface Lease Agreement**  
**Between**  
**Brown County and City of Green Bay**

The term of the Agreement will be extended until June of 2023. The Rent schedule will be as follows;

2020 \$1,100/month

2021 \$1,200/month

2022 \$1,300/month

2023 \$1,400/month

**BROWN COUNTY**

By \_\_\_\_\_  
Troy Streckenbach, Executive

**CITY OF GREEN BAY**

By: \_\_\_\_\_  
Eric Genrich, Mayor  
By: \_\_\_\_\_  
Kris A. Teske, Clerk

**AS TO FORM:**

By \_\_\_\_\_  
Dean Haen, Port & Resource Recovery Department



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.4.**

To accept the report of the award of contract EATON HEIGHTS 2ND ADDITION PHASE I to the low responsive bidder, Jossart Brothers, Inc., in the amount of \$1,176,563.50.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Bid Summary - Public EATON HEIGHTS 2ND ADDITION PHASE I

**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**EATON HEIGHTS 2ND ADDITION PHASE 1**

**Tuesday, May 7, 2019**

| Contractor                       | Bid                   | Bid Bond  |
|----------------------------------|-----------------------|-----------|
| <b>JOSSART BROTHERS, INC.</b>    | <b>\$1,176,563.50</b> | <b>5%</b> |
| FEAKER & SONS CO., INC.          | \$1,185,033.12        | 5%        |
| ADVANCE CONSTRUCTION, INC.       | \$1,197,368.70        | 5%        |
| DEGROOT, INC.                    | \$1,249,143.69        | 5%        |
| DORNER, INC.                     | \$1,283,906.30        | 5%        |
| PTS CONTRACTORS, INC.            | \$1,410,732.90        | 5%        |
|                                  |                       |           |
|                                  |                       |           |
|                                  |                       |           |
| Any questions, call 920-448-3100 |                       |           |



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.5.**

To approve request by Department of Public Works to authorize Department of Public Works to award contracts in the 2019 Capital Improvement Program at a staff level subject to the following conditions:

A. Delay in bringing forward a recommendation to award at the next regularly scheduled Committee meeting would result in an unacceptable delay in starting construction.

B. Any projects so awarded would be reported out at the next regularly scheduled meeting of the Improvement and Services Committee.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.6.**

To approve the award of the following contracts:

A. GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 2 to the low responsive bidder, Express Excavating, Inc., in the amount of \$79,712.50.

B. PARKING RAMP REPAIRS - 2019 to the low responsive bidder, Central Restoration LLC, in the amount of \$539,700.

C. PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATIONS) to the low responsive bidder, Howard Immel, Inc., in the amount of \$2,500,000.

D. PAVEMENT 2-19 to the low responsive bidder, Vinton Construction Co., in the amount of \$1,165,678.46.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Bid Summary - Public GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 2
2. Bid Summary - Public PARKING RAMP REPAIRS - 2019
3. Bid Summary - Public PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATIONS)
4. Bid Summary - Public PAVEMENT 2-19 S. CHESTNUT AVENUE RECONSTRUCTION

**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 2**

**Tuesday, April 30, 2019**

| Contractor                           | Base Bid           | Base Bid + Alt 1   | Base Bid + Alt 2   | Bid Bond  |
|--------------------------------------|--------------------|--------------------|--------------------|-----------|
| <b>EXPRESS EXCAVATING, INC.</b>      | <b>\$64,225.00</b> | <b>\$67,900.00</b> | <b>\$79,712.50</b> | <b>5%</b> |
| DEBROUX CUSTOM WORK LLC              | \$92,134.00        | \$108,314.00       | \$116,189.00       | 5%        |
| FULL SERVICE ORGANICS MANAGEMENT LLC | \$128,000.00       | \$136,500.00       | \$164,625.00       | 5%        |
|                                      |                    |                    |                    |           |
|                                      |                    |                    |                    |           |
|                                      |                    |                    |                    |           |
|                                      |                    |                    |                    |           |
|                                      |                    |                    |                    |           |
|                                      |                    |                    |                    |           |
| Any questions, call 920-448-3100     |                    |                    |                    |           |



**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**PARKING RAMP REPAIRS - 2019**

**Tuesday, May 14, 2019**

| Contractor                       | Bid              | Bid Bond  |
|----------------------------------|------------------|-----------|
| <b>CENTRAL RESTORATION LLC</b>   | <b>\$539,700</b> | <b>5%</b> |
|                                  |                  |           |
|                                  |                  |           |
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| Any questions, call 920-448-3100 |                  |           |

**CITY OF GREEN BAY, WISCONSIN**

**SUMMARY OF BIDS FOR CONTRACT**

**PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE  
RENOVATIONS)**

**Tuesday, May 7, 2019**

| Contractor                       | Combined<br>Base Bids | Bid Bond |
|----------------------------------|-----------------------|----------|
| HOWARD IMMEL INC.                | \$2,500,000           | 5%       |
|                                  |                       |          |
|                                  |                       |          |
|                                  |                       |          |
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|                                  |                       |          |
| Any questions, call 920-448-3100 |                       |          |

**CITY OF GREEN BAY, WISCONSIN**  
**SUMMARY OF BIDS FOR CONTRACT**

**PAVEMENT 2-19 S. CHESTNUT AVENUE RECONSTRUCTION**

**Tuesday, May 14, 2019**

| Contractor                       | Bid                   | Bid Bond  |
|----------------------------------|-----------------------|-----------|
| <b>VINTON CONSTRUCTION CO.</b>   | <b>\$1,165,678.46</b> | <b>5%</b> |
| JOSSART BROTHERS, INC.           | \$1,299,407.90        | 5%        |
| ADVANCE CONSTRUCTION, INC.       | \$1,393,171.50        | 5%        |
| DORNER, INC.                     | \$1,400,890.50        | 5%        |
| DEGROOT, INC.                    | \$1,798,926.99        | 5%        |
|                                  |                       |           |
|                                  |                       |           |
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|                                  |                       |           |
| Any questions, call 920-448-3100 |                       |           |



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.7.**

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

- A. Evraets Concrete Construction LLC
- B. Green Bay Concrete LLC
- C. Weidner Concrete Construction LLC

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.8.**

To approve applications for Tree & Brush Trimmer Licenses by the following:

- A. Fall-Rite Services LLC
- B. Monster Tree Service

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.9.**

To approve application for Underground Sprinkler System License for Lizer of Wisconsin, Inc.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None





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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.10.**

To approve request by Department of Public Works to grant licenses for Concrete Sidewalk Builder, Tree & Brush Trimmer, and Underground Sprinkler System at a staff level until September 17, 2019.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # M.I.I.**

To approve request by Brian Milz, 512 Ontario Road, for a sidewalk study on Ontario Road and have staff perform the sidewalk study and report out results of the study at the June 12, 2019 Improvement and Services Committee meeting.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.I.**

To approve General Ordinance 14-19, an ordinance creating Section 40.14 relating to community service as a penalty.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. DRAFT GO 14-19 Creating Section 40.14 Relating to Community Service as Penalty

**GENERAL ORDINANCE NO. 14-19**

**AN ORDINANCE  
CREATING SECTION 40.14,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO COMMUNITY SERVICE AS PENALTY**

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

**SECTION 1.** Section 40.14, Green Bay Municipal Code, is hereby created to read:

40.14 **COMMUNITY SERVICE AS PENALTY. The Municipal Court Judge may order community service in lieu of or in conjunction with any other penalty, as provided by Wis. Stat. 800.09(1b)(b).**

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

KKJ

5-21-2019



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.2.**

To approve a change of agent for Bay Motel and Family Restaurant, Inc. at 1301 S. Military Ave. with an effective date of 7/1/2019.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. sharpscans@greenbaywi.gov\_20190419\_105914



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.3.**

To approve a renewal application for the 2019-2020 license year for Bay Motel and Family Restaurant, Inc. at 1301 S. Military Ave., pending the approval of the change of agent at the May 21 Common Council meeting and with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. application 1301smili





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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.4.**

To approve a change of agent for The Daily Buzz LLC at 130 E. Walnut.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. coa-dailybuzz



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.5.**

To approve a renewal application for the 2019-2020 license year for The Daily Buzz LLC at 130 E. Walnut St., pending the approval of the change of agent at the May 21 Common Council meeting.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. application-dailybuzz



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.6.**

To approve an application for a 6-month Class "B" Beer License for De Pere Dodgers Baseball Club, Inc. at 1450 E. Walnut St. with a licensed premises description as "Joannes Stadium (inside the fence)," with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. [sharpescans@greenbaywi.gov](mailto:sharpescans@greenbaywi.gov)\_20190419\_105914



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.7.**

To approve an application starting in the 2019-2020 license year for a Class "B" Beer and "Class B" Reserve liquor license for Old Bavarian Brewing Company, LLC at 1583 Main St. with a licensed premises description as "existing bar and serving areas," with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. FLOOR PLAN
2. stipulation agreement old bavarian brewing.VANEREMDA.209
3. APPLICAITON-1583MAIN



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.8.**

To approve the renewal applications for various liquor and/or beer licenses for the 2019-2020 license year, with the approval of the proper authorities.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

I. MAY13APPLICATION

The following applications have been received by the City Clerk of the City of Green Bay for licenses to sell liquor and/or fermented malt beverages and/or wine under various permits for the 2019-2020 License Year:

**Class "A" Beer & "Class A" Liquor**

Wal-Mart Stores, East, LP  
Walmart #1453  
at 2440 W. Mason St.

Sam's East, Inc.  
Sam's Club #8149  
at 2470 W. Mason St

.

**"Class B" Combination License**

South Bay Marine Center  
Louie's Lagoon  
at 101 Bay Beach Rd.

Code 920, LLC  
The Bay  
at 805 Klaus St.

Cheri's Place, LLC  
Cheri's Place  
at 704 Bellevue St.

GB Entertainment, LLC  
Oval Office  
at 1100 Main St.

White Dog Roadhouse, LLC  
White Dog/ Black Cat Cafe  
at 201 S. Broadway

Homemade Southern Cuisine, LLC  
Homemade Southern Cuisine  
at 1706 Main St.

The Public Haus, LLC  
The Public Haus  
at 813 S. Broadway

Bay Motel and Family Restaurant  
Bay Family Restaurant  
at 1301 S. Military Ave.

Amanda Patterson  
839 Dousman St.  
Madrid Tapas & Wine Bar  
225 E. Walnut St.

**"Class B" Combination Reserve License**

The Daily Buzz, LLC  
Black & Tan Grille/The Daily Buzz  
at 130 E. Walnut St.

**Class "B" License**

Pedro Curiel  
854 Luke Ln.  
at 1697 E. Mason





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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.9.**

To refer to staff to investigate the legal angles of notifying residents of affected properties and to have a rough draft letter to present at the next council meeting for consideration on the 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," previously held at the April 8 Protection & Policy meeting.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. [sharpsscans@greenbaywi.gov](mailto: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**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.10.**

To refer to staff a request by Ald. Scannell for legal to work with inspection to either amend or write an ordinance protecting property owners from their neighbors runoff.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.I.I.**

To hold until staff can report back to the committee an update on the request by Ald. Wery to review/action on changes to the Ethics Code policy and ordinance as recommended by outside Counsel.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. ethicscoderequest



PETITIONS AND COMMUNICATIONS FORM  
COMMON COUNCIL  
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

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.

Review/Action on changes to  
the Ethics code policy & ordinance  
as recommended by outside counsel.



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.12.**

To hold until the next meeting a request by Ald. Wery which states: "To request a report of police call volume on Western Ave. from Oneida to Taylor. What addresses are habitual problems, have nuisance plans and bills for service been issued? Develop a plan moving forward to reduce the number of police calls to this area."

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. weryrequest-western





PETITIONS AND COMMUNICATIONS FORM  
COMMON COUNCIL  
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

Refer to: Protection 2 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.

Request by UBER drivers to discuss  
changing <sup>customer</sup> pickup/parking Policy on Washington St.



PETITIONS AND COMMUNICATIONS FORM  
COMMON COUNCIL  
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

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.

Review/Action on changes to  
the Ethics code policy & ordinance  
as recommended by outside counsel.



PETITIONS AND COMMUNICATIONS FORM  
COMMON COUNCIL  
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

Refer to: Protection a 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.

Request a report of police call volume on Western Ave from Oneida to Taylor.

What addresses are habitual problems, have nuisance plans and bills for service been issued?

Develop a plan moving forward to reduce the number of police calls to this area.



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.13.**

To refer to staff a request by Ald. Johnson on the creation of a SafePark initiative that permits overnight parking for those who may have consumed too much alcohol in an effort to deter drunk driving incidents.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. johnsonrequest

**Subject:** Communication to Protection & Policy

For consideration and possible action on the creation of a SafePark initiative that permits overnight parking for those who may have consumed too much alcohol in an effort to deter drunk driving incidents.

Examples:

Seattle

<http://www.parking.org/2016/01/19/tpp-2013-11-overnight-options/>

Colorado

<https://www.codot.gov/safety/alcohol-and-impaired-driving/planahead/overnight-parking>

**Brian H. Johnson**

Alderman, District 9

City of Green Bay  
100 N. Jefferson Street  
Green Bay, Wisconsin 54301-5026

(e) [district9@greenbaywi.gov](mailto:district9@greenbaywi.gov)

(p) 920.242.2206

(w) [www.greenbaywi.gov](http://www.greenbaywi.gov)



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.14.**

To grant final approval authority to the Protection and Policy committee for liquor license applications, liquor license amendments and operators licenses from May 21, 2019 through October 1, 2019.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.15.**

To receive and place on file the Liquor Violation Report from the Police Department for May 13, 2019.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. 19LiqVio
2. Report May 13 2019





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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # N.16.**

To receive and place on file the Report from the Water Utility Department regarding the lead pipe removal project.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. lead overview updated 4 30 19

# Getting the Lead Out



## Green Bay Water Utility progress in removing lead services – *as of April 30, 2019*

### 1. Public side (utility-owned) lead services

|                |         |
|----------------|---------|
| January 2016   | 1,782   |
| January 2017   | 1,438   |
| Jan. 31, 2018  | 935     |
| Jan. 31, 2019  | 563     |
| Feb. 28, 2019  | 538     |
| March 30, 2019 | 521     |
| April 30, 2019 | 484     |
| Dec. 31, 2020  | Goal: 0 |

### 2. Private side (property owner-owned) lead services

|                |                          |
|----------------|--------------------------|
| April 30, 2018 | 56 remain to be replaced |
| Jan. 31, 2019  | 16 remain to be replaced |
| Feb. 28, 2019  | 17 remain to be replaced |
| March 30, 2019 | 16 remain to be replaced |
| April 30, 2019 | 16 remain to be replaced |
| Dec. 31, 2020  | Goal: 0                  |

- Since starting the program, we identified 230 private properties as having lead service
  - These are being paid from funds we obtained from:
    - Initial DNR Safe Drinking Water funding of \$500,000;
    - Lambeau Field excess sales tax monies of \$300,000;
    - Additional DNR Safe Drinking Water funding of \$300,000 approved in December 2017
  - 211 of these replacements are complete; 19 remain to be replaced
  - We have homeowner agreements for 3 of the 19 (they are waiting to be replaced)
  - We anticipate the funding noted above will cover the cost of all known private-side lead service replacements at this time

# Getting the Lead Out



- We discovered four new lead services in April
- We have 5 properties in the City for which we do not know the service material
  - We are making efforts to enter these properties to determine service material; an estimated 1 to 2 percent are anticipated to be lead

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

**May 21, 2019**

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted, pending approval by the Green Bay Police Department.

Stipulations placed on licenses shall continue to be in effect.

**OPERATOR LICENSES**

Ball, Andrea S  
Barrueta-Avila, Luis  
Bigari, Richard J  
Casey, Tracee L  
Cera, Kathryn A  
Chapman, Andrew C  
Dombrowski, Danielle L  
Domke, Jake M  
Gagnon, John L  
Helmrich, Leanne L  
Hoppe, Yulia V  
Jandrin, Nicole E  
LoCascio, Melissa M  
Vandermoss, Daniel D  
Wagner, Stormey R

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

**May 21, 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**

|                           |                       |
|---------------------------|-----------------------|
| Alcorta, Manda R          | Tolmie, Brittany M    |
| Bader, Craig S            | Van Boxtel, Marissa E |
| Baskin Alverio, Rodnyta A | Van Rite, Paul L      |
| Baye, Benjamin W          | Vandenberg, Richard L |
| Bonk, Becky E             | Verhagen, Stacy L     |
| Boucher, Kelly L          |                       |
| Buss, Daniel J            |                       |
| Chandler, Tiffany L       |                       |
| Coniff, Chris J           |                       |
| Czukas, James M           |                       |
| Dorff, Michael P          |                       |
| Fritsch, Tracy L          |                       |
| Frostman, Anne L          |                       |
| Heimerl, Judy A           |                       |
| Higbee, Jacob W           |                       |
| Hilgart, Justice J        |                       |
| Hoppe, Karla J            |                       |
| Jansen, Michelle J        |                       |
| Jenkins, Brianna R        |                       |
| Jordan, Amy M             |                       |
| Lasee, Theresa M          |                       |
| Nelson, Tatianna M        |                       |
| Newkirk, Daniel J         |                       |
| Poole, Kelly J            |                       |
| Reynard, Janice L         |                       |
| Rockey, Cynthia L         |                       |
| Romanowski, Rachael M     |                       |
| Sabah, Anna M             |                       |
| Schmidt, Gerald R         |                       |
| Schroeder, David P        |                       |
| Stevens, Anthony A        |                       |





## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # P.1.

To amend an existing Planned Unit Development (PUD) boundary to include the northeast corner of Shawano Avenue and North Taylor Street for the construction of a Prevea Clinic in the 1850 Block Shawano Avenue, subject to the amended Planned Unit Development District Ordinance (PUD).

### BACKGROUND

**Aldersperson:** Ald. Mark Steuer / District 10

**Reason for Request:** To expand the Planned Unit Development (PUD) boundary to permit a medical office building.

**Surrounding Zoning and Land Uses:**

Subject Property: General Commercial (C1) – vacant-former gas station

|                                         |                    |
|-----------------------------------------|--------------------|
| North: Planned Unit Development (PUD)   | Single-family uses |
| South: Highway Commercial District (C2) | Commercial uses    |
| East: Planned Unit Development (PUD)    | Medical uses       |
| West: Commercial uses/Village of Howard |                    |

**Comprehensive Plan:** The 2022 Smart Growth plan recommends Medium Intensity Retail, Office, or Housing (MIROH) land use for the proposed corridor area. In addition, the comprehensive plan recommends that an area land use plan that addresses the expansion needs of the campus, as well as the continued maintenance of a stable residential area, be developed. The adoption of this proposed PUD would be consistent with the recommendations of the comprehensive plan.

**Report:** The proposed request will expand the boundary of the Planned Unit Development (PUD) boundary that was established in 2003 and amended in 2007 for the St. Mary's Hospital Corridor. The subject area, the northeast corner of Shawano Avenue and North Taylor Street, were not part of the original PUD boundary or under the control of the St. Mary's hospital at the time of the PUD establishment.

As approved in 2007, the hospital corridor was broken into West Medical 1 and West Medical 2 development zones. The West Medical 1 zone stretches from the east end of the proposed corridor where the existing hospital is located and extends west to Taylor Street. It also includes a smaller area south of Shawano Avenue, generally located across from Manor Care and extending in either direction. The West Medical 2 development zone serves as a buffer between the more intense uses permitted and allowed height of buildings in West Medical 1 and the surrounding residential neighborhoods to the north and south. The first area of West Medical 2 is located south of Dousman Street and generally extends from the east boundary of the proposed corridor west to Fellows Drive. There is also an area of West Medical 2 located on the south side of Shawano Avenue, generally west of the Fellows Drive intersection. See attached zoning map of the hospital corridor attached within this agenda.

The current proposal by the applicant is for the construction of a four-story medical office building to be



constructed near the southwest corner of the hospital campus. The structure would have an approximate 20,000 sq. ft. footprint with parking to the north, south and east of the building. The subject site is the location of a remote parking lot for the hospital and was approved as a PUD (ZO 20-03) in 2003.

There are several medical related uses within the hospital corridor. The current proposal is for the construction of a four-story Prevea Clinic medical office building, see attached site plan and building façade elevations within this agenda. A copy of the amended Planned Unit Development (PUD) is attached within this agenda packet. Per the Zoning Code, where residential uses are adjacent to nonresidential uses located in the corridor, buffers, screening and landscaping will be provided to effectively reduce the impact of nonresidential uses adjacent to residential uses.

There is ongoing discussion with the City Traffic Engineer and the applicant regarding the impact of traffic on the corridor as well as along Shawano Avenue. Specifically, there is discussion regarding the placement of a drive along Shawano Avenue that does not create any conflicts with existing uses to the south.

Ald. M. Steuer and affected and adjacent property owners located a minimum of 400 ft. from the subject area have been noticed of the request. Staff has received no inquiries regarding the proposed PUD as of the drafting of this report. A neighborhood meeting was conducted on Thursday, April 4, 2019, at St. Mary's Hospital with neighbors and the Alderman. Staff feels that the boundary amendment and the proposed construction of the Prevea medical office building is consistent with the hospital corridor and the uses found in the West Medical I uses.

## **RECOMMENDATION**

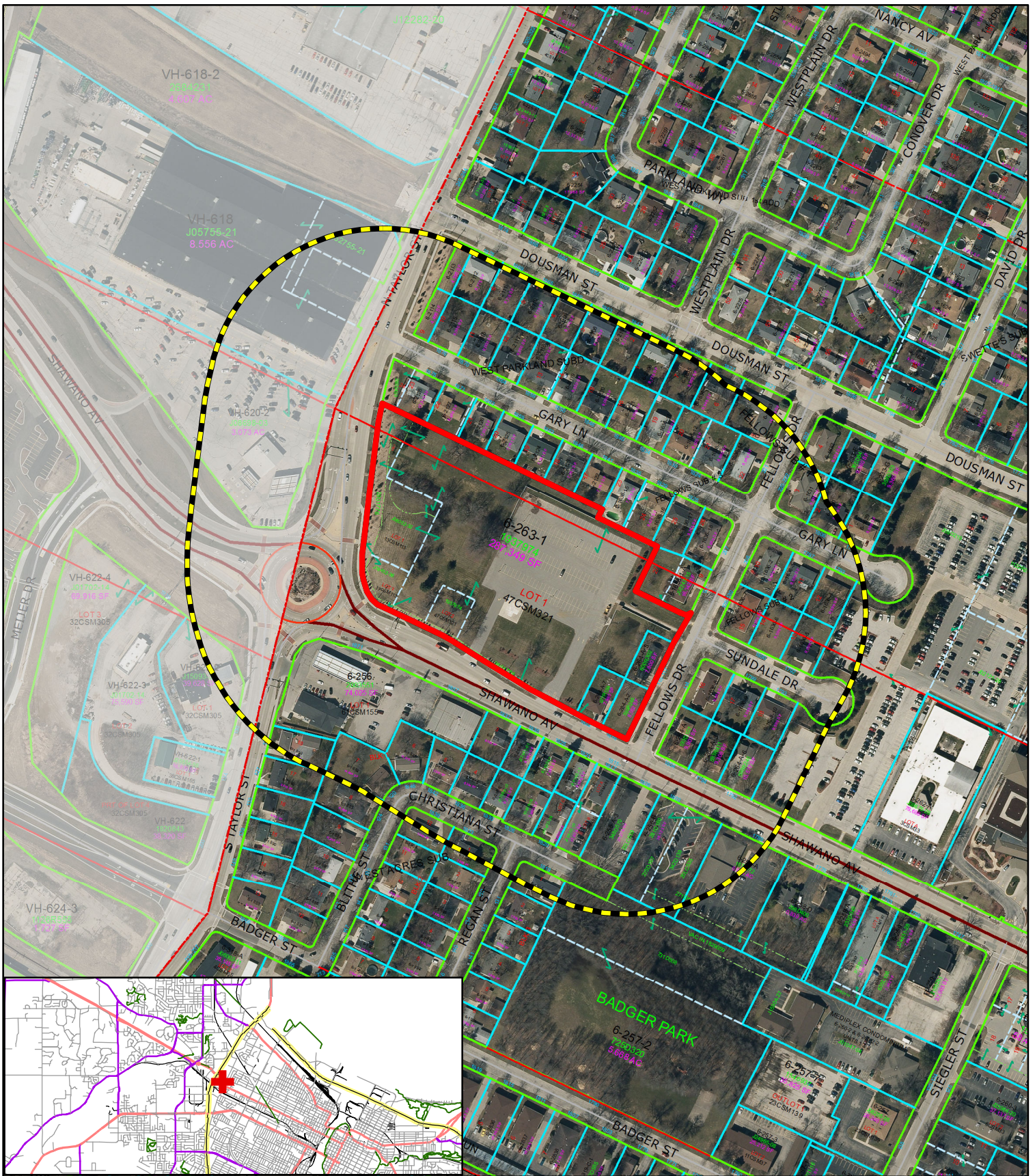
Approval of the request, subject to the amended Planned Unit Development District Ordinance (PUD).

## **FISCAL IMPACT**

## **ATTACHMENTS**

1. ZP 19-04 letter
2. Medical Center Zoning 2007
3. 3D View 1 - High - 35x17
4. 3D View 2 - High - 35x17 - Revised\_Final
5. 3D View 9 - Aerial - High - 35x14
6. Draft PUD Amendment
7. Exhibit A-Revised





**Zoning Petition (ZP 19-04)**  
**Proposed Planned Unit Development (PUD) Amendment**  
**1850 Block Shawano Avenue**

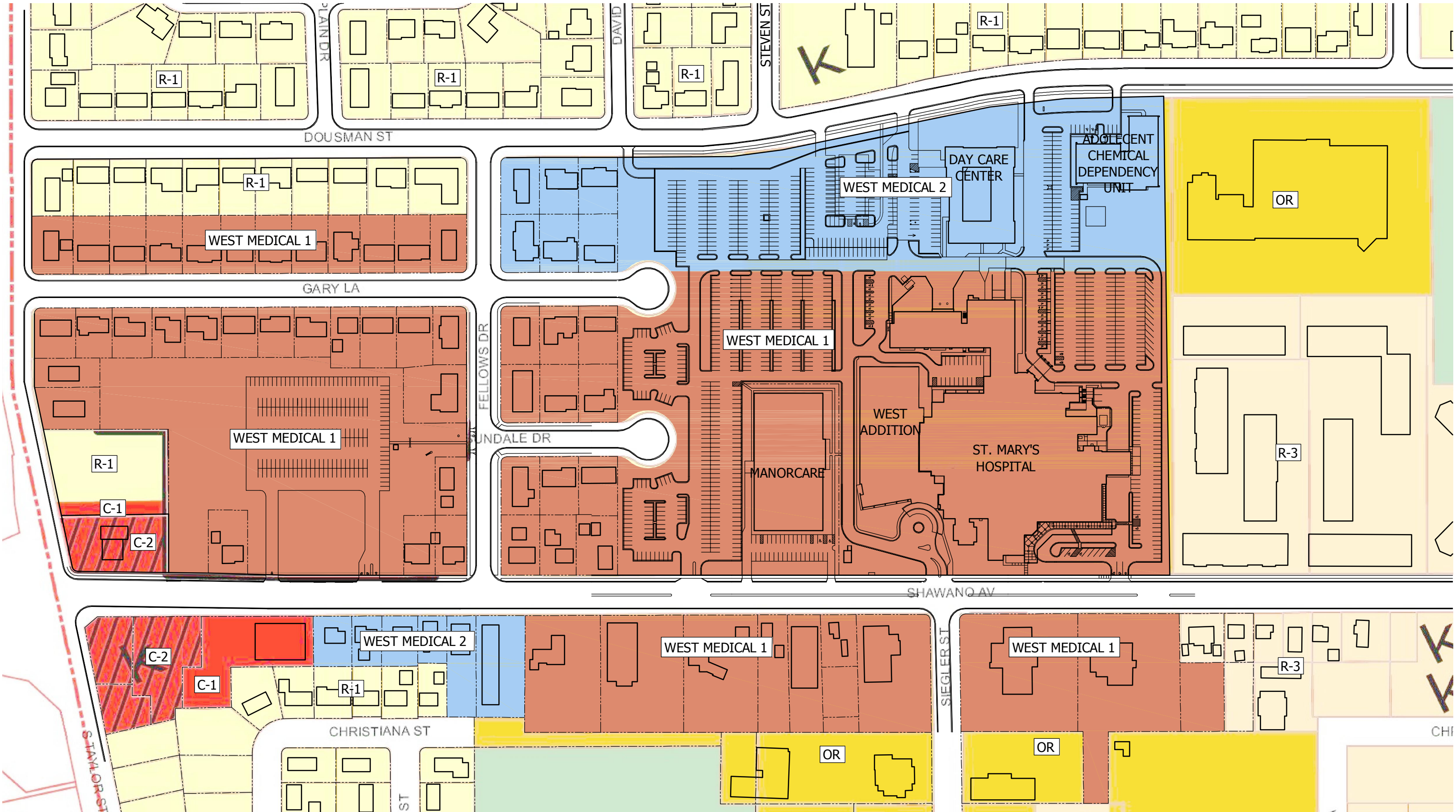
-  Subject Area
-  400' Property Owner Notice

0 5,000 10,000  
 Feet



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











ZONING ORDINANCE NO. 00-19

AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 20-07  
TO PERMIT THE EXPANSION OF THE PLANNED UNIT DEVELOPMENT  
OVERLAY DISTRICT BOUNDARY FOR THE ST. MARY'S HOSPITAL  
CORRIDOR LOCATED AT THE NORTHEAST CORNER OF SHAWANO AVENUE  
AND TAYLOR STREET  
(ZP 19-04)

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

**SECTION 1.** Zoning Ordinance No. 20-07, adopted September 4, 2007.

**SECTION 2.** Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amends the Planned Unit Development District on the following described property:

All of Volume 13 of Certified Survey Maps Page 113, Map Number 2683, Document Number 1023391, being all of Lots 1 and 2 and the now vacated right of way of Sundale Drive of said Certified Survey Map, located in part of Private Claim 1, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

**SECTION 3.** Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PROJECT SCOPE. This development, as depicted in Exhibit A is to serve as the redevelopment of the northeast corner of Shawano Avenue and North Taylor Street and an expansion of the zoning boundaries of the St. Mary's Hospital Corridor for the construction of a Prevea Clinic.
- B. PERMITTED USES. The subject area shall be included in the West Medical 1 area and is subject to the uses stated in ZO 20-07.
- C. BUILDING AND PARKING SETBACKS. The building and parking minimum setbacks are to comply with the West Medical 1 Building and Parking setbacks per ZO 20-07.
- D. BUILDING HEIGHT AND ARCHITECTURE
  1. Maximum Building Height
    - a. West Medical 1 – 140 feet or 10 floors except:
      - (1) Any building constructed within 100 feet of existing single- or two-family residential uses is limited to 45 feet or four floors.



2. Architectural Elements. All buildings, including parking structures shall be designed to complement each other, both architecturally and visually throughout the corridor and shall be compliant with ZO 20-07.

E. PARKING , SCREENING REQUIREMENTS.

1. All parking shall be provided as per Section 13-1700, Green Bay Municipal Code.
2. Screening and Landscaping
  - a. All parking areas shall be screened from adjacent public street and properties subject to Section 13-1800, Green Bay Municipal Code.
  - b. All interior parking lot landscaping shall comply with Section 13-1800, Green Bay Municipal Code.
  - c. Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least 6 feet in height and 90% impervious to sight.

F. DRIVEWAYS AND PEDESTRIAN CONNECTIONS.

1. The Shawano Avenue drive shall be permitted to be increased to a maximum of 45 feet in width at the property line and 55 feet at the curb line. The drive may further be modified based on the review and approval during the final site plan approval process by the Department of Public Works-Engineering Division and City Traffic Engineer to address safety and visibility issues.
2. All other driveway design regulations shall comply with Section 13-1700, Green Bay Municipal Code.
3. Pedestrian and bike parking shall be complaint with ZO 20-07.

G. BUILDING AND SITE LIGHTING.

1. All lighting for parking areas shall be screened to minimize glare or illumination of surrounding properties and shall comply with Section 13-523, Green Bay Municipal Code.
2. Exterior building lighting locations shall be identified on the site plan during the review and approval process.
3. The location of light poles, heights, and elevations shall be identified on the site plan during the review and approval process.
4. Parking and security lights shall not be taller than buildings or a maximum of 28 feet above pavement.

H. LANDSCAPING.

A detailed landscape plan shall be provided the site plan submittal and shall be in compliance with the requirements of Section 13-1800, Green Bay Municipal Code.

I. STORMWATER MANAGEMENT AND GRADING PLAN. A stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

J. SITE PLAN APPROVAL. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning.

K. MISCELLANEOUS. All other requirements and standards of the Green Bay Municipal Code not specifically addressed by the PUD shall be met.

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

**SECTION 5.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_th day of \_\_\_\_\_, 2019.

APPROVED:

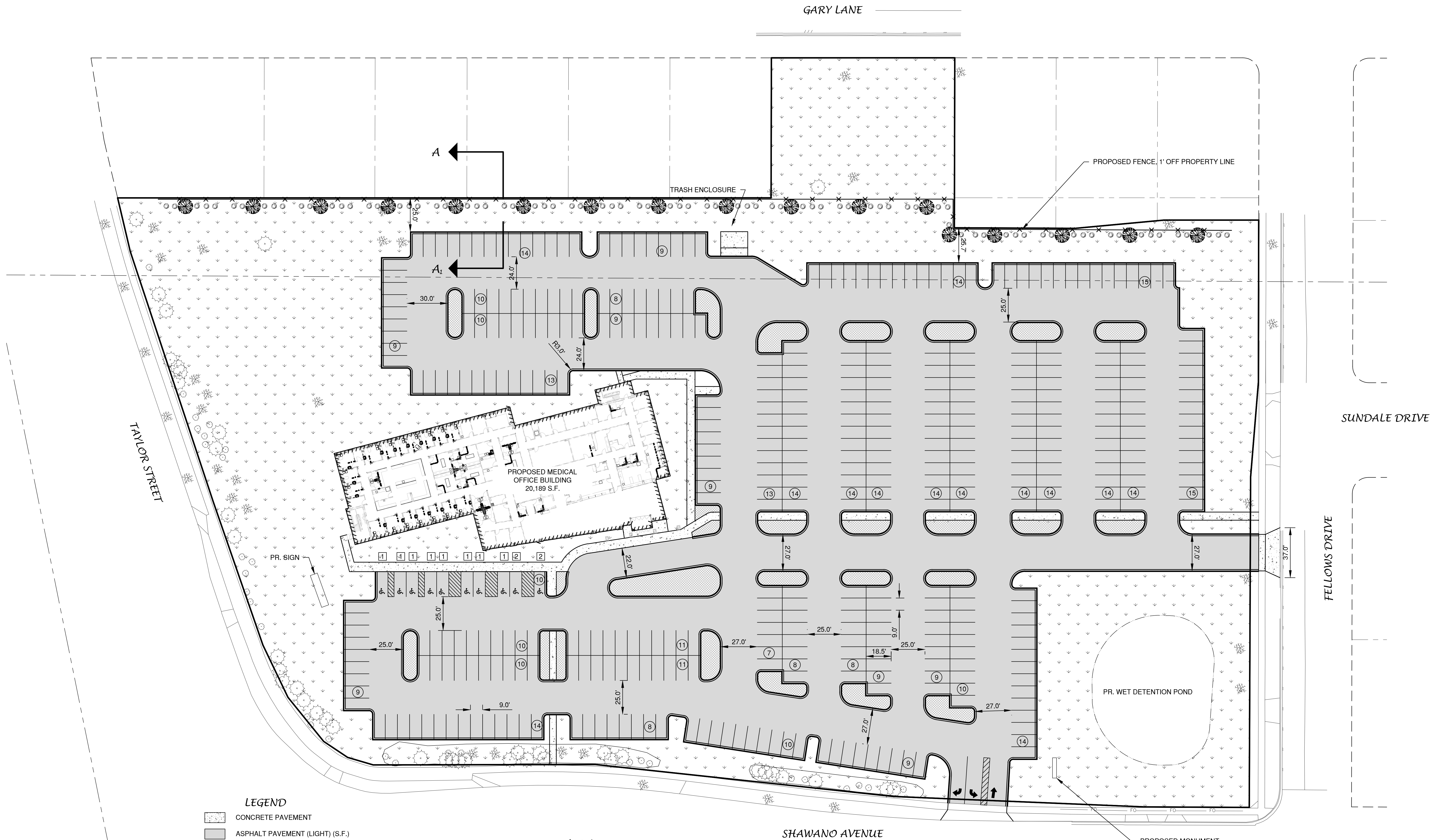
Eric Genrich  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Attachment: Exhibit A





- LEGEND**
- CONCRETE PAVEMENT
  - ASPHALT PAVEMENT (LIGHT) (S.F.)
  - ASPHALT PAVEMENT (HEAVY) (S.F.)
  - LANDSCAPE AREA
  - GREEN SPACE
  - PROPOSED 18" STANDARD CURB AND GUTTER
  - PROPOSED 18" STANDARD SHEDDING CURB AND GUTTER
  - PROPOSED 18" MOUNTABLE CURB AND GUTTER
  - PROPOSED 18" MOUNTABLE SHEDDING CURB AND GUTTER
  - TRAFFIC FLOW ARROW
  - HANDICAPPED PARKING
  - INDICATES NUMBER OF PARKING STALLS

\*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

**NOTE**

ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.

**PARKING DATA**

TOTAL PARKING STALLS PROVIDED = 441  
HANDICAP ACCESSIBLE PARKING STALLS = 10  
TOTAL PARKING STALLS REQUIRED:  
1 SPACE X 8,000 S.F. + 1 SPACE X 70,000 S.F. = 97 SPACES  
300 S.F. 1,000 S.F.

**SITE DATA**

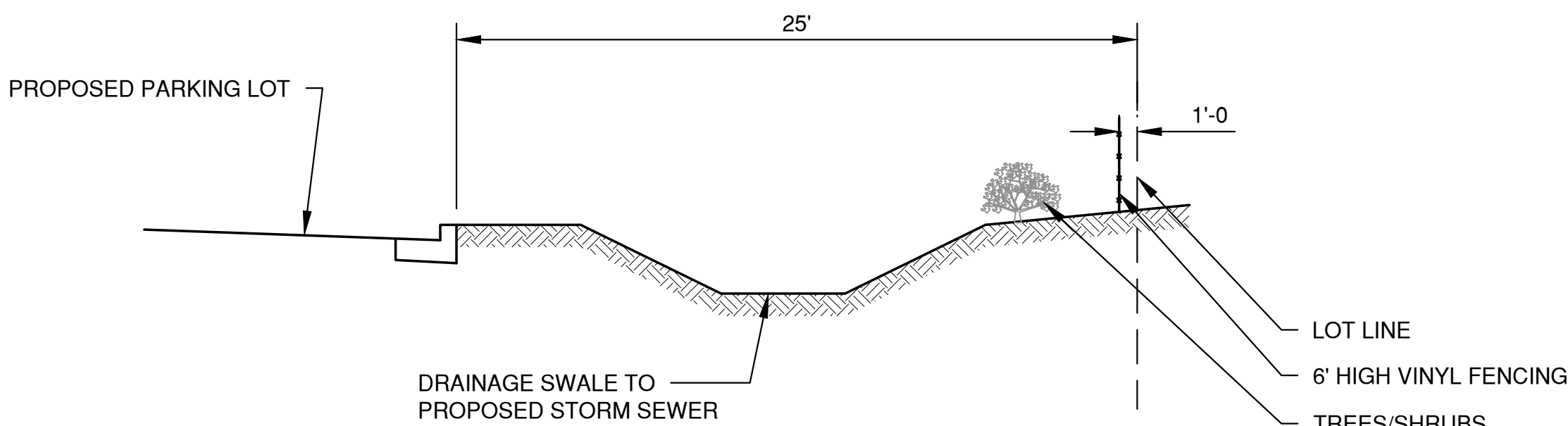
TOTAL AREA = 7.87 ACRES, 342,765 S.F.  
BUILDING AREA = 0.46 ACRES, 20,189 S.F. (5.9%)  
SIDEWALK/PARKING LOT AREA = 3.84 ACRES, 167,444 S.F. (48.9%)  
GREEN SPACE = 3.57 ACRES, 155,132 S.F. (45.2%)

**ZONING**

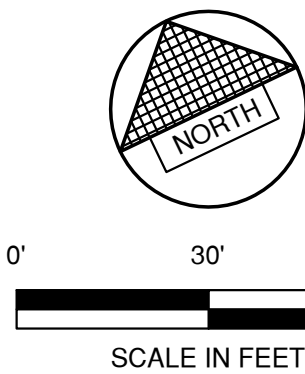
LOW DENSITY RESIDENTIAL (WITH PUD OVERLAY)

**PARCEL NO.**

6-263-1, 6-264-A-7, 6-264-A-5, 6-1632-1-A, 6-2122, 6-1636-15



BUFFER CROSS SECTION A - A



Robert E. Lee & Associates, Inc.  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155  
920-662-9641 www.releeinc.com

IN-PROGRESS SET

PREVEA ST. MARY'S  
MEDICAL OFFICE BUILDING



N. Taylor Street & Shawano Avenue | Green Bay, WI | 54303

**BERNERS  
SCHOB**

310 Pine Street | Green Bay, WI 54301 | 920-432-4865 | www.berniers-schober.com

| REVISION | DATE: |
|----------|-------|
|          |       |
|          |       |
|          |       |
|          |       |
|          |       |

SITE PLAN

**C102**

DATE: DEC. 6, 2018  
COMMISSION: 6013.00  
© 2019, BERNERS-SCHOB ASSOCIATES, INC.  
THE COPYRIGHT OWNER GRANTS THE PLANHOLDER A LIMITED LICENSE TO USE THIS DRAWING FOR THE EXPRESS PURPOSE OF CONSTRUCTING THE PROJECT DEPICTED THEREON. ANY OTHER USE IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE COPIED IN ANY FORM OR UPLOADED TO WEBSITES EXCEPT AS AUTHORIZED BY BERNERS-SCHOB ASSOCIATES, INC.





## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # P.2.

To rezone 1132 West Mason Street, 1134 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) to General Commercial (CI).

### BACKGROUND

**Aldersperson:** Ald. Chris Wery / District 8

**Reason for Request:** To permit the redevelopment of a site for limited production and processing.

**Surrounding Zoning and Land Uses:**

|                                  |                           |
|----------------------------------|---------------------------|
| SUBJECT: General Commercial (CI) | Commercial uses           |
| NORTH: General Commercial (CI)   | Westside Municipal Garage |
| SOUTH: General Commercial (CI)   | Commercial uses           |
| EAST: General Industrial (GI)    | Light industrial uses     |
| WEST: General Commercial (CI)    | Commercial uses           |

**Comprehensive Plan:** The 2022 Smart Growth Plan designates the subject area as Commercial (C). The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

**Report:** The subject property contains a strip of Public Institutional (PI) zoning along the northwest corner of West Mason Street and Redwood Drive. It is unclear as to why the zoning PI exists when there are no existing or planned public uses. Although the Westside Municipal Garage is to the north and zoned PI, there are no plans to expand that use.

The rezoning will allow for the redevelopment of 1136 West Mason Street to be repurposed as a limited production and processing use as an item contained within this agenda packet, ZP 19-07. Two other parcels are included in the rezoning, 1134 West Mason Street is physically located on Redwood Drive, north of West Mason Street and is a remnant parcel containing 2970 sq. ft. The parcel supplements parking for 1132 West Mason Street. The existing parking may be considered nonconforming and a zoning change to CI would not affect its continued use.

The second parcel is 1132 West Mason Street, which contains a commercial use located on the northwest corner of West Mason Street and Redwood Drive. The request will also include two portions of the 1136 West Mason Street parcel that front onto Redwood Drive.

Staff feels the proposed use is compatible with adjacent land uses and the surrounding neighborhood and would clean-up the zoning as it affects the subject parcels to be consistent with their existing uses and allow

for the redevelopment of a vacant 1136 West Mason Street.

Ald. C. Wery and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

## **RECOMMENDATION**

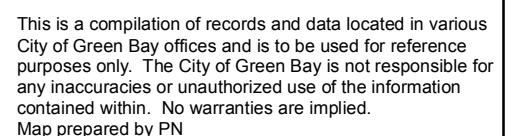
Approval of the request.

## **FISCAL IMPACT**

## **ATTACHMENTS**

- I. ZP 19-07 letter









## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # P.3.

To authorize a Conditional Use Permit (CUP) to permit a limited production and processing use at 1136 West Mason Street, submitted by Jerome James, subject to standard site plan review.

### BACKGROUND

**Aldersperson:** Ald. Chris Wery / District 8

**Reason for Request:** To permit the redevelopment of a site for limited production and processing.

**Surrounding Zoning and Land Uses:**

|                                  |                           |
|----------------------------------|---------------------------|
| SUBJECT: General Commercial (CI) | Commercial uses           |
| NORTH: General Commercial (CI)   | Westside Municipal Garage |
| SOUTH: General Commercial (CI)   | Commercial uses           |
| EAST: General Industrial (GI)    | Light industrial uses     |
| WEST: General Commercial (CI)    | Commercial uses           |

**Comprehensive Plan:** The 2022 Smart Growth Plan designates the subject area as Commercial (C). While Ch. 66.1001 Wis. Stats. does not specifically require CUPs to be consistent with the comprehensive plan, Planning staff finds that the request is compatible with and is not contradictory to the future land use map and Land Use Plan objectives.

**Report:** The proposal by the applicant would include the remodeling of 1136 West Mason Street and the building to the north, with a small addition to allow for the limited processing and productions of pizzas. Attached within this agenda packet is a narrative from the architect regarding the building remodeling and from the applicant regarding the business operation.

Another request contained within this agenda, ZP 19-06, addresses the current zoning of the property and the need to rezone to allow the Conditional Use Permit (CUP). The site is oddly configured; however, sufficient parking is provided on site to support the use with access located off of Redwood Drive. A preliminary site plan is attached within this agenda packet.

Development standards for limited processing and production uses are found in Section 13-1607(b) of the Zoning Code. The pizza assembly component of the business represents such a use that is greater than 1,200 sq. ft. in size, but less than 10,000 sq. ft. and can therefore be considered under a CUP. Actual space occupied by the assembly operations is approximately 3178 sq. ft. The following analysis responds to the applicable development standards under Section 13-1607. The pizza assembly represents adaptive reuse of an existing commercial building. This use fits with its surrounding context in terms of intensity and scale, functional character and architectural character and does not detract from the public view of the structure.



Planning staff has no evidence or reason to believe that the pizza assembly is displacing viable retail, office or other permitted commercial, residential, or mixed uses from this site. The small pizza assembly has little to no external impacts on the existing commercial area. Negative impacts on surrounding properties are not expected in terms of traffic, noise, odor, vibration, heat, glare and the like. The location of this limited production and processing use is reasonable and does not pose a negative impact.

Staff feels the proposed use is compatible with adjacent land uses and the surrounding neighborhood with minimal impact. Ald. C. Wery and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no objections or calls regarding this request.

## **RECOMMENDATION**

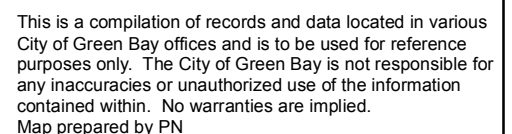
Approval of the request, subject to standard site plan review and approval.

## **FISCAL IMPACT**

## **ATTACHMENTS**

1. ZP 19-07 letter
2. Site Plan
3. Project Narrative









C101

**Lloyd Carpenter Architect, LLC**

2663 Maple Hills Drive  
Green Bay, WI 54313  
(920) 655-3829  
Carp.arch@gmail.com

---

April 17, 2019

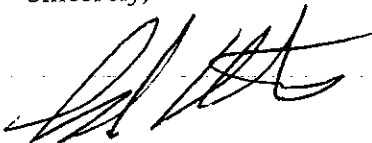
Project: MC Distribution  
1136 W. Mason Street  
Green Bay, Wisconsin 54301

To Whom it may concern;

Pursuant to the accompanying conditional use permit application for the above referenced project please find the below project description. This will only identify the construction/remodeling aspect of the project; the owner will be able to provide an operational overview for the premises.

This is an existing exterior concrete wall structure that is currently vacant. There are several built out office areas that will remain as is. There are also two restrooms currently which are planned to be demolished to provide a new handicap accessible unisex restroom to serve the proposed use. We proposed to demolish a good portion of the interior space for the new processing room, this will house all necessary machines, preparatory sinks, cleaning sinks etc. for the main operation. In addition to this main light processing use, the proposed cooler/freezer addition is to directly serve this area for storage of the bulk and finished products prior to shipping. To properly serve this processing area, there are several new openings and doors planned to facilitate the movement of product within the facility.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lloyd Carpenter', is written over a horizontal dotted line.

Lloyd Carpenter-Architect

April 18, 2019

MC Distribution (dba Hydrant Pizza)

To whom it may concern:

MC Distribution is pleased to offer a brief description of our model to provide context for the upcoming permit review.

Currently MC Distribution is operating on the east side of Green Bay at 1685 East Mason, doing business as Hydrant Pizza. We have been providing great frozen products since 1993 and would like the ability to grow and provide additional employment opportunities in Green Bay. Our facility is currently operating with 5 employees from 7am until 3pm Monday – Thursday. We have a waste stream that is limited to corrugated material and metal cans, which are recycled. We also dispose of minimal wastewater in our clean up process. No food waste is disposed of on site.

Our business has grown to a point that we can no longer make enough product to fulfill our sales. If our new facility is approved, we plan to move our operation into the larger facility without changing much in terms of our operating model.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Jerome C. James", with a stylized flourish at the end.

Jerome C. James – Owner, MC Distribution



## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Stephanie Hummel, Staff

### AGENDA ITEM # P.4.

To approve the appointment to the Broadway Business Improvement District (BID) Board, as nominated by the BID and approved by Mayor Genrich.

### BACKGROUND

**Aldersperson:** Ald. Randy Scannell / District 7 & Ald. Brian Johnson / District 9

**Analysis:** In accordance with the City of Green Bay's BID Handbook, the Plan Commission has a formal role in the approval process for BID Board appointments. This provides an opportunity for the Plan Commission to have a stronger connection to the BID operating plans that it reviews on an annual basis.

The Broadway BID Board has submitted the following nomination to the City for consideration for appointment:

|              |                           |
|--------------|---------------------------|
| <b>Name:</b> | <b>Business/Property:</b> |
| Sandra Ranck | Keller Williams Realty    |

Per BID appointment procedures, the City's Economic Development staff has considered the qualifications of the above nominee and recommended approval to the Mayor. Mayor E. Genrich has also reviewed the nominations and submitted the above appointments for confirmation by the Plan Commission before final approval is considered by Common Council.

### RECOMMENDATION

Approval of the request.

### FISCAL IMPACT

### ATTACHMENTS

1. PP 19-02, S. Ranck Appointment
2. PP 19-02 S. Ranck Resume (1)



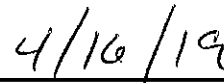
## Broadway BID Board Nominees – 2019

| Name         | Business/Property/Other | Phone        |
|--------------|-------------------------|--------------|
| Sandra Ranck | Keller Williams Realty  | 920-265-5033 |

I hereby approve the nominee for the Broadway BID listed above and  
recommend approval by the Plan Commission and Common Council.



Mayor Eric Genrich



Date

## ON BROADWAY BUSINESS IMPROVEMENT DISTRICT BOARD

### MEMBER

Sandra Ranck  
340 N. Broadway, Suite 175  
Green Bay, WI 54303

### TERM

4/2019-12/31/2019  
Reappointed:

### BIOGRAPHY

Ms. Ranck is a realtor with Keller Williams Realty, specializing in luxury homes. She holds a Bachelor of Arts Degree in Advertising/Marketing from UW-Madison and has been in Real Estate since 1998. She enjoys gardening, running, reading and spending time at her cottage in Crivitz.

### CONTACT

Cell: (920) 265-5033

### NOTES

Appointed to fill the unexpired term of Nicole Zich, who moved to Florida.

340 N. Broadway Suite 175  
GB 54303

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## SANDRA RANCK, REALTOR, CERTIFIED LUXURY HOME MKTG SPECIALIST

*Excellence in Distinctive Real Estate*


[Visit My Website](#)
**Phone:** 920-265-5033

**Mobile:** 920-265-5033

**Office:** 920-632-7702

**Follow Me @**

 Find me on [Facebook](#)

 Check out my [Blog](#)

 Follow me on [Twitter](#)

### Have a Question? I'm here to help.

First Name:

Last Name:

Phone:  (optional)

Email:

Message:

I'm not a robot

reCAPTCHA  
[Privacy](#) - [Terms](#)

**Contact Me**

### My Featured Properties



\$261,000  
Green Bay, WI  
1 beds  
1 baths



\$799,900  
Brussels, WI  
2 beds  
2 baths



\$250,000  
Green Bay, WI  
1 beds  
1 baths

**Division:** [Luxury](#)

### My Bio

About me.

I graduated from UW Madison (love those Badgers!) in 1988 with a Bachelor of Arts Degree in Advertising/Marketing. I enjoy traveling (anywhere interesting), gardening (pure heaven or total frustration depending on the weather), running (half-marathons are far enough!), reading (forever curious about something) and having fun (and lots of it) with family and friends at our cottage in Crivitz. I entered the field of Real Estate in 1998 and have been enjoying it ever since.

What do I do?

I leverage my strengths of drive/energy (that "oldest child" thing popping up), creativity, innovation and curiosity to help my clients meet their Real-Estate goals and dreams. I specialize in Distinctive Homes because that is where my particular marketing and networking talents most help my clients. It is also where my passion lies. Beautiful properties are works of art that never cease to fascinate me and they are all special in their unique way. Presenting them as beautifully as possible and then making someone's dream come true is a remarkable experience.

What do I stand for?

Honesty/integrity, hard/smart work, innovation, progress and success. It is important for me to have a collaborative relationship with my clients in working toward mutually beneficial success. It truly is a respectful partnership. Over the years, I have had the privilege of working with incredible clients from here as well as across the country. Many have become great friends, business partners and mentors. Over 90% of my current business is referrals from past clients. I offer something unique and valuable to my clients...100% of my attention and focus. I am not about the masses. I am about specializing and using my time, attention and skill to help my clients realize their Real Estate goals and dreams.

I absolutely love what I do and I enjoy the energy it takes to earn the respect of my clients. Expectation is everything and I always expect the very best in what I do and in the results.

### My Specialties

Luxury Properties, Residential Real Estate

### My Designations

REALTOR, Certified Luxury Home Mktg Specialist

### My Service Areas

hobart | howard | green bay | allouez | ashwaubenon | suamico | east de pere | west de pere | ledgeview

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## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Stephanie Hummel, Staff

### AGENDA ITEM # P.5.

To vacate a portion of right-of-way, Padi-Wood Lane, subject to: the existing right-of-way area shall be retained on the City's Official Map.

### BACKGROUND

**Reason for Request:** To vacate unimproved right-of-way per legal standards.

**Alderpersion/District:** Ald. Barbara Dorff / District I

**Surrounding Zoning and Land Uses:**

North: RR, Farmland

South: RR, Farmland

East: RR, Farmland and Single-Family Homes

West: PUD, I43 Business Park

**Report:** The Department of Public Works is requesting the partial vacation of an unimproved right-of-way (ROW), Padi-Wood Lane. The ROW was originally laid out in 1862 by the Town of Preble. It was never improved or opened to traffic. The City's Legal Department advised that this land should be vacated and be reverted back to the adjacent property owners per State Statute 82.19(2)(a). The entire Padi-Wood ROW cannot be vacated as it would leave parcel 21-203 landlocked.

While most vacations would remove the ROW from the City's Official Map, staff is requesting a condition that this area still remain on the Official Map after the vacation is complete. This will retain the City's interest in future development in this area, as well as a viable connection to the retained portion of Padi-Wood Lane.

Ald. B. Dorff, adjoining property owners and reviewing agencies were informed of this request. No objections were received.

### RECOMMENDATION

Approval of the request, subject to the following:

1. The existing right-of-way area shall be retained on the City's Official Map.

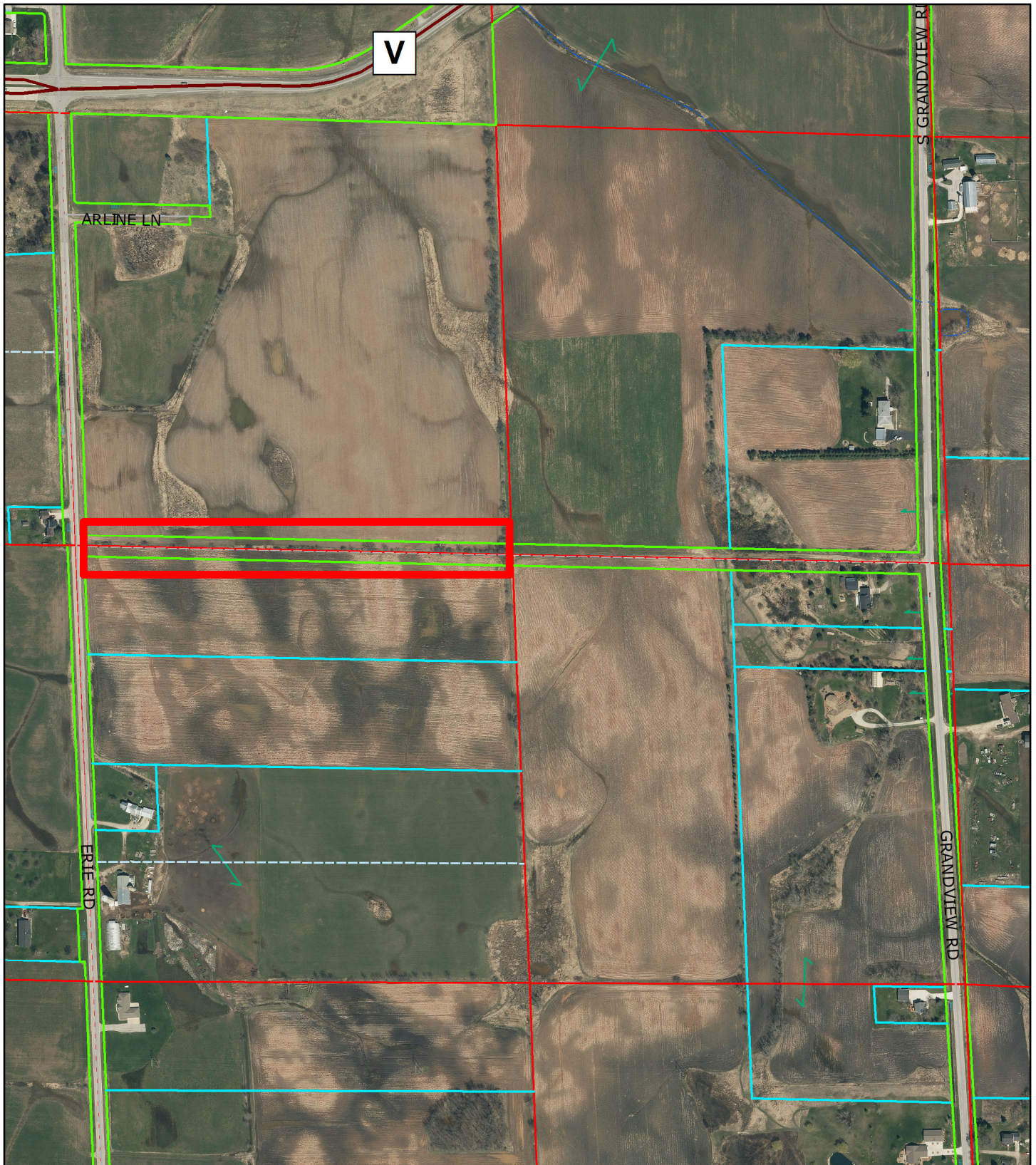
### FISCAL IMPACT

### ATTACHMENTS

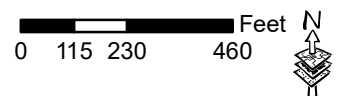
1. SV 19-02 Map
2. SV 19-02 Exhibit







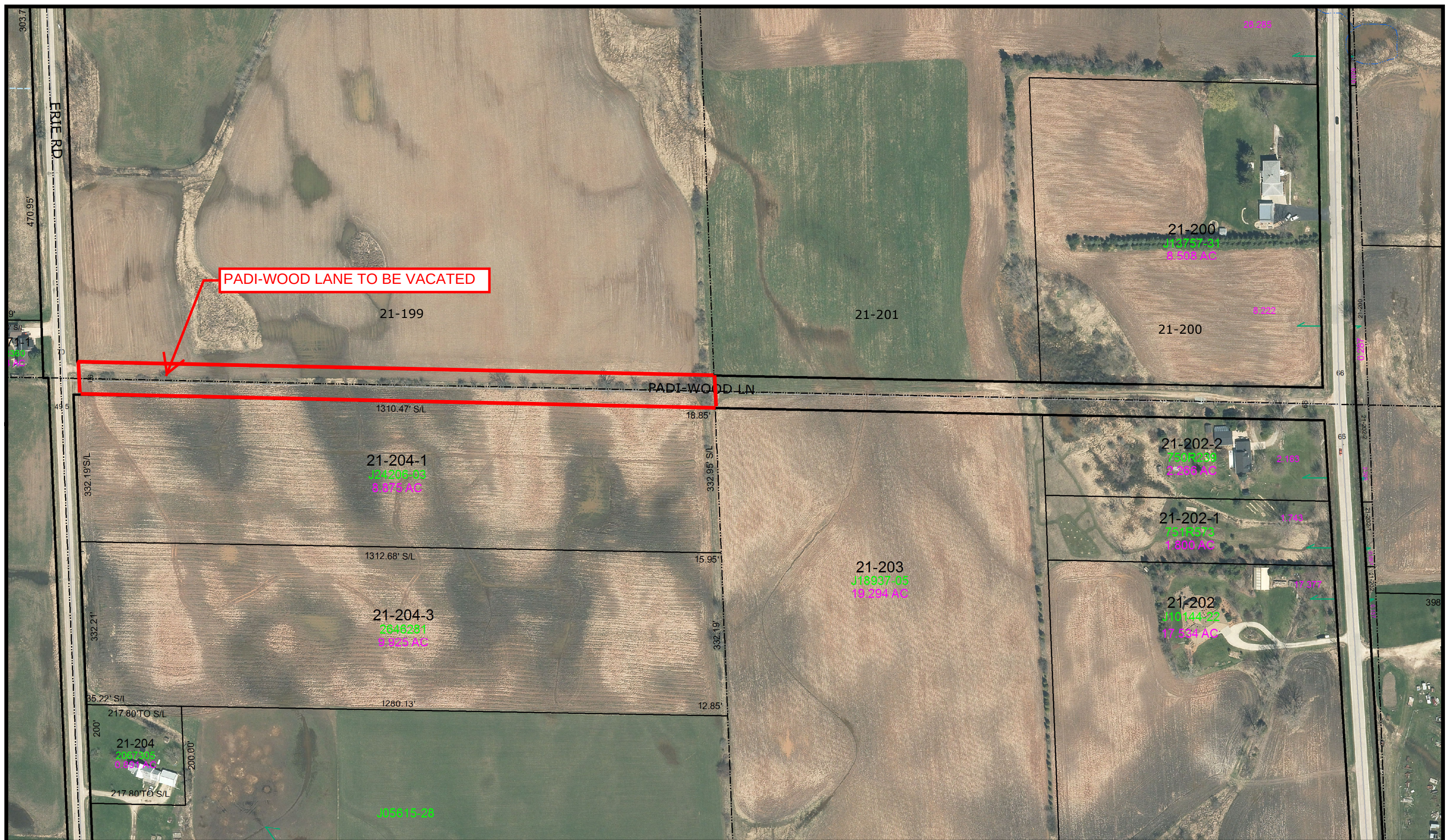
## (SV 19-02) Vacation of Portion of Padi-Wood Lane



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 01 May 2019 X:\Planning\Basemaps\template\_8.5x11.mxd

 Proposed Vacation Area





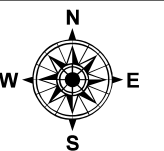
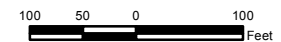
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Date: 4/30/2019



PADI-WOOD LANE

City of Green Bay  
Department of Public Works







## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Stephanie Hummel, Staff

### AGENDA ITEM # P.6.

To discontinue an easement located at 1060 Gray Court, subject to the following condition: Requestor shall provide legal description of Easement Discontinuance area at their expense.

### BACKGROUND

**Reason for Request:** To discontinue an unused utility easement.

**Aldersperson/District:** Ald. Randy Scannell / District 7

**Surrounding Zoning and Land Uses:**

Subject Properties: PUD, Vacant (Proposed Multi-Family)

North: GI, Warehousing

South: Right-of-Way, Gray Court

East: GI, Auto Sales/Telecommunications

West: GI, Warehousing/ Open Trailer Storage

**Report:** The subject easement is a utility easement that appears to be unused. It runs through the east side of the subject parcel. To facilitate future development, this easement needs to be discontinued. Staff is supportive of this request.

Ald. R. Scannell, adjoining property owners, and the below agencies were informed of the request. Agencies were informed that failure to respond will indicate that they have no objections or facilities in the subject area. No objections were received from property owners.

Department of Public Works: No Response

Department of Parks, Recreation, & Forestry: No Response

Green Bay Water Utility: No Response

Wisconsin Public Service: No Response

AT&T: No Response

Time Warner Cable: No Response

American Transmission Company: No Objection

Mobilitie: No Response

NEW Water: No Response

Charter: No Response

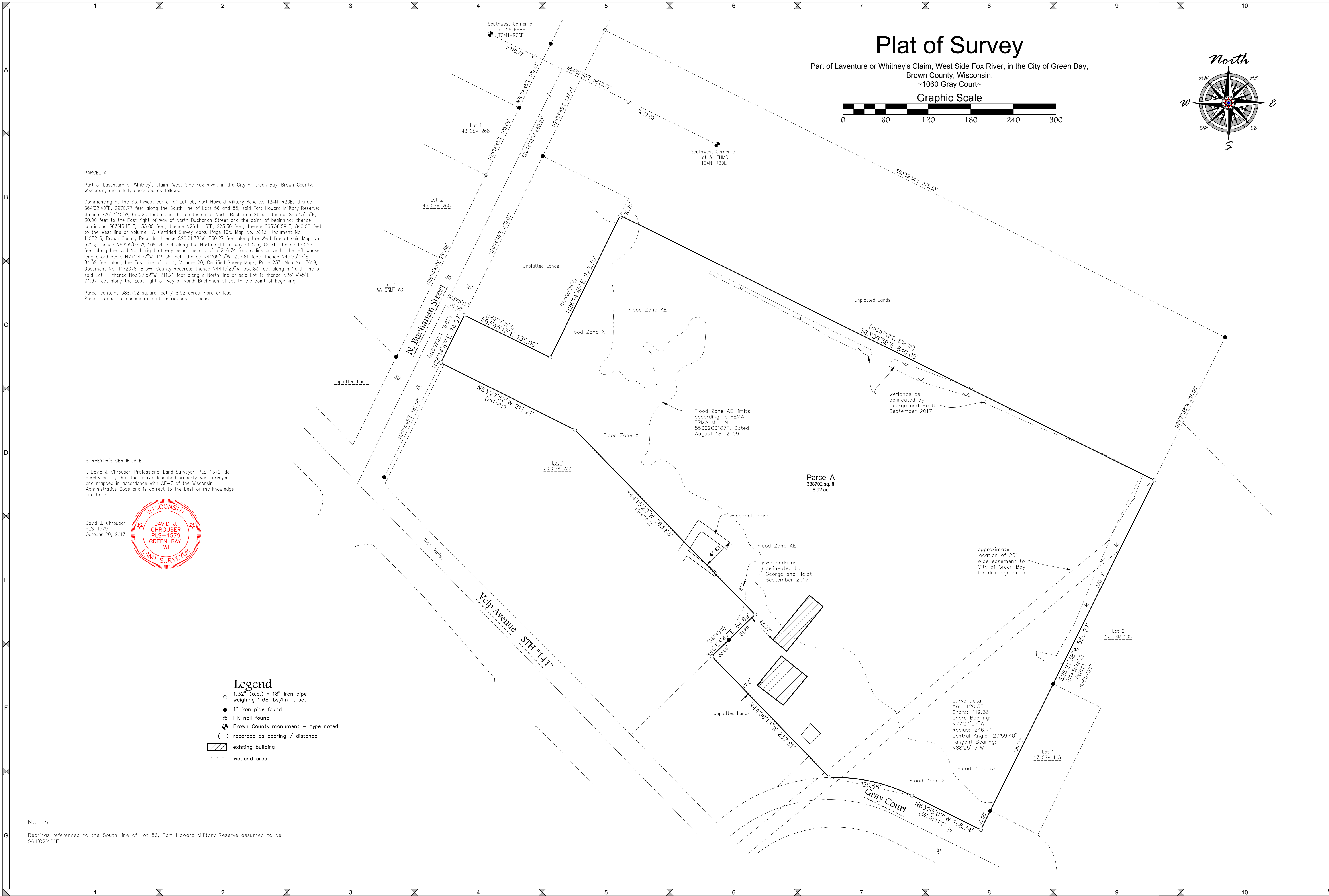
### RECOMMENDATION

Approval of the request.

### FISCAL IMPACT

## ATTACHMENTS

1. ED I9-02 Exhibit
2. ED I9-02 Map



SCALE  
1"=60'

DRAWN BY  
MRA

TAX PARCEL NO. 18-781

Plat of Survey

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

Tiger Atkinson

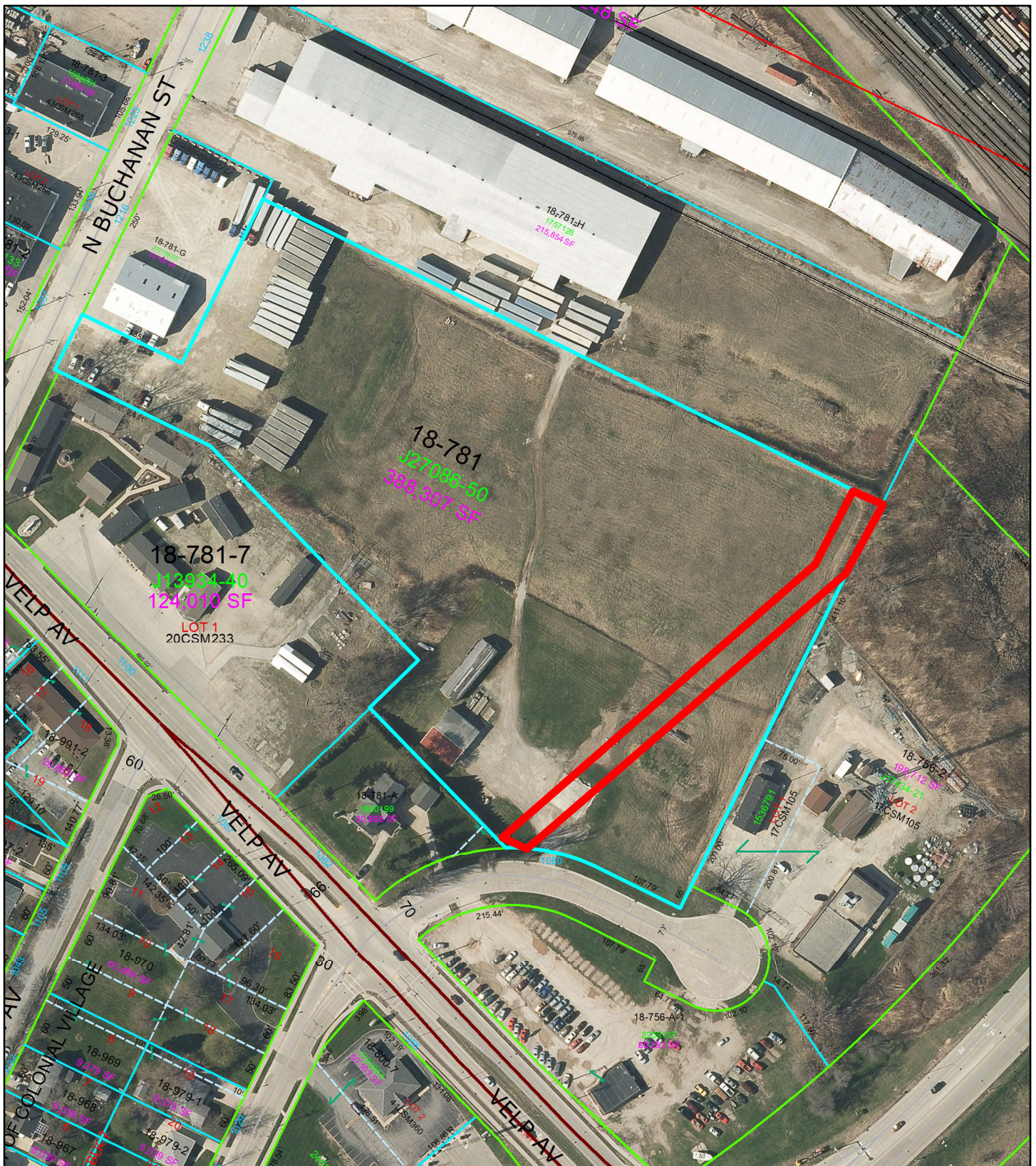
PROJECT NO.  
A-12617

SHEET NO.  
1 of 1

DRAWING NO.  
S-2855

File: A-12617POS-100817.dwg Data File: A-12617.txt Fieldwork Completed: 09/26/2017





## (ED 19-02) Easement Discontinuance located at 1060 Gray Court



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- Subject Parcel
- Easement Area





## Report to the Green Bay Plan Commission

### MEETING DATE

May 21, 2019

### PREPARED BY

Paul Neumeyer, Staff

### AGENDA ITEM # P.7.

To amend Chapter 13-2021 to permit video display signs within the Public Institutional (PI) District.

### BACKGROUND

**Aldersperson/District:** All

**Reason for Request:** To allow video display signs in the Public Institutional (PI) district.

**Report:** The request would permit video display signs within the Public Institutional (PI) district.

**Video Display Signs sign are defined in the Chapter 13 as follows:**

An on-premise sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement; the presentation of pictorials or graphics displayed in a progression of frames, which give the illusion of motion, including, but not limited to, the illusion of moving objects, moving patterns or band of light, or expanding or contracting shapes.

Video display signs must be located on the site of the use identified or advertised by the sign and are currently permitted in the C1, C2, C3, D1, D2, BP, LI, or GI Zoning Districts. The sign area of video display signs shall be no greater than 50% of the attached or free-standing sign area allowances for the district in which they are located and must be incorporated into a static message sign.

A majority of parcels within the PI district are owned by the City of Green Bay, University of Wisconsin-Green Bay (UWGB) and the Green Bay School District. There are no immediate plans for the installation of such signage on city owned parcels except for proposed signage at Lambeau Field that will include video display signage on two pylon signs. Staff feels the proposed change is acceptable and would allow for signage flexible in an age of new technology for on-site advertising.

### RECOMMENDATION

Approval of the request.

### FISCAL IMPACT

### ATTACHMENTS

None



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # Q.I.**

To receive and place on file the review of the bids and budget for the Colburn Pool Renovations.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Project Accounting Estimate - Parks 3-19 Colburn Park
2. Colburn Bathhouse
3. Colburn Concession Stand
4. Colburn Renovations



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 N. Jefferson Street, Room 300  
Green Bay, WI 54301  
Tel (920) 448-3100  
Fax (920) 448-3102

PROJECT #: **PARKS 3-19**

FUNDING #:

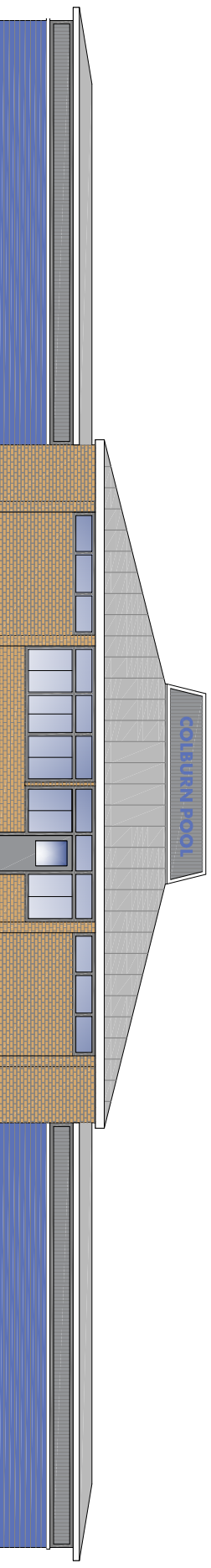
### BID COMPARISON

DATE: **May 7, 2019**

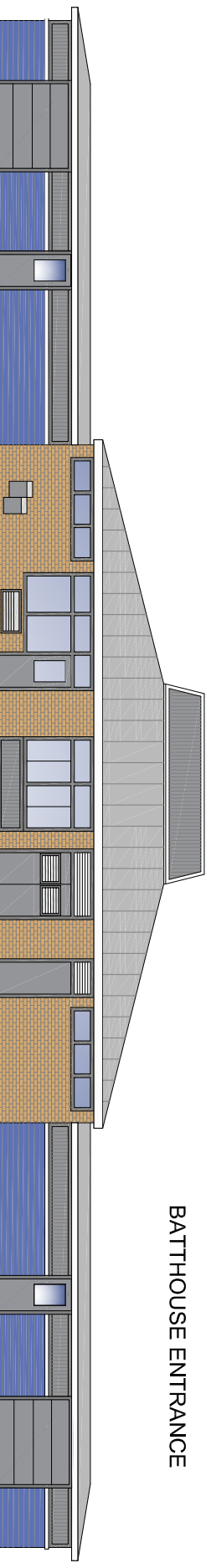
CONTRACT: **PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATIONS)**

| ITEM NO.                                                        | DESCRIPTION                                                                                                                                                                                                          | Quantity | UNIT | ENGINEERS ESTIMATE    |                | Howard Immel Inc.     |                |               |        |               |        |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------|----------------|-----------------------|----------------|---------------|--------|---------------|--------|
|                                                                 |                                                                                                                                                                                                                      |          |      | UNIT PRICE            | AMOUNT         | UNIT PRICE            | AMOUNT         | UNIT PRICE    | AMOUNT | UNIT PRICE    | AMOUNT |
| 1.0                                                             | Provide all labor, materials, equipment and services as specified on the plans title Colburn Park Bathhouse Renovations                                                                                              | 1        | LS   | \$254,900.00          | \$254,900.00   | \$1,500,000.00        | \$1,500,000.00 |               | \$0.00 |               | \$0.00 |
| 2.0                                                             | Provide all labor, materials, equipment and services as specified on the plans title Colburn Park Pool Renovations                                                                                                   | 1        | LS   | \$1,800,000.00        | \$1,800,000.00 | \$1,000,000.00        | \$1,000,000.00 |               | \$0.00 |               | \$0.00 |
| <b>TOTAL BASE BID</b>                                           |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,500,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| Alternate 1                                                     | Add- Provide all labor, materials, equipment and services as specified and shown on plan sheet AQ10.00 titled and labeled as "Backwash Tank Alternate #1"                                                            | 1        | LS   | \$0.00                | \$0.00         | \$30,000.00           | \$30,000.00    |               | \$0.00 |               | \$0.00 |
| Alternate 2                                                     | Deduct - Provide all labor, materials, equipment and services as specified and shown on the plans for installing asphalt shingles on the roof instead of the Standing Seem Metal Roofing identified on Page No. A4.0 | 1        | LS   | \$0.00                | \$0.00         | \$0.00                | \$0.00         |               | \$0.00 |               | \$0.00 |
| Alternate 3                                                     | Add/Deduct - Provide all labor, materials, equipment and services as specified and shown on the plans for installing Floor Inlets at Recirculation Trench as identified on Drawings AQ1.04, AQ1.01A and AQ20.06      | 1        | LS   | \$0.00                | \$0.00         | \$24,000.00           | \$24,000.00    |               | \$0.00 |               | \$0.00 |
| <b>TOTAL BASE BID + ALTERNATE 1</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,530,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 2</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,500,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 3</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,524,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2</b>               |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,530,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 3</b>               |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,554,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 2 + ALTERNATE 3</b>               |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,524,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2 + ALTERNATE 3</b> |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,554,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |

COLBURN PARK  
PROPOSED BATHHOUSE  
RENOVATIONS



BATHHOUSE ENTRANCE



BATHHOUSE POOLSIDE

EXTEND 6'  
CHAIN LINK  
FENCE

POOL SERVICE  
WINDOW

PARK SERVICE  
WINDOW

POOL

BATHHOUSE

TURF

PROPOSED  
CONCESSION  
STAND

PROPOSED 12'  
SWING GATE

# LEGEND

- PARK SIGN
- FLAG POLE
- MANHOLE
- CATCH BASIN
- STREET LIGHT
- POWER POLE
- STADIUM LIGHT
- PARK LIGHT
- STREET SIGN
- FIRE HYDRANT
- DRINKING FOUNTAIN
- GAS ACCESS
- WATER ACCESS
- TELEPHONE ACCESS
- ELECTRICAL ACCESS
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB BED

AREA = 60.48 ACRES



GREEN BAY PARKS, RECREATION,  
AND FORESTRY DEPARTMENT

(ENOS) COLBURN PARK  
PROPOSED CONCESSION STAND

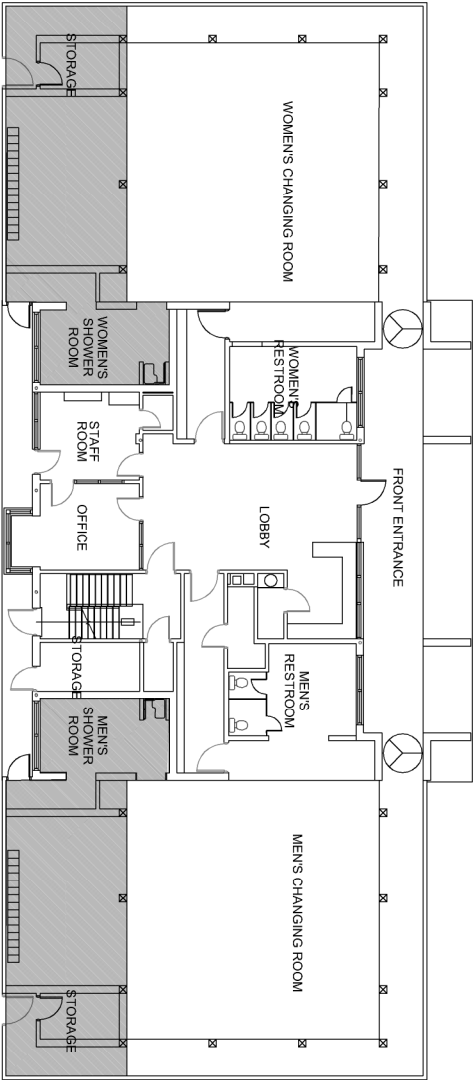


DATE DRAWN:  
AUGUST 1990  
LAST REVISION:  
MAY 2019

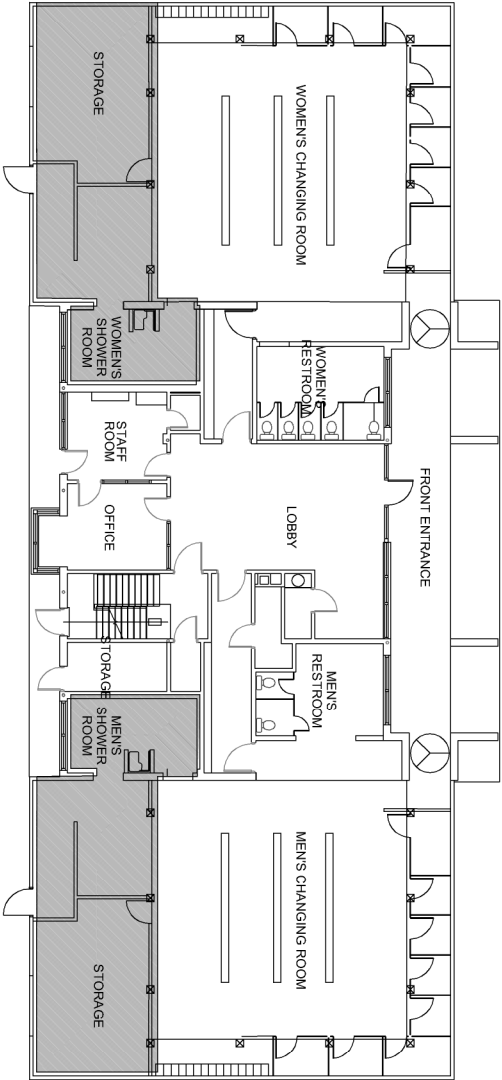
PAGE 1 OF 1  
COL



# COLBURN PARK BATHHOUSE AND POOL RENOVATIONS



EXISTING CONDITIONS



RENOVATION PLANS

## RENOVATION WORK BATHHOUSE

- STANDING SEAM METAL ROOF
- TILE FLOORING
- TONGUE AND GROOVE CEILINGS
- SIDING
- CHANGING ROOM PARTITIONS
- CHANGING ROOM SEATING
- RELOCATE LOCKERS
- RECONFIGURE SHOWER STALLS
- RECONFIGURE STORAGE AREAS
- UPDATE MECHANICAL, ELECTRICAL AND PLUMBING
- COLBURN POOL ROOFTOP LETTERING
- PAINT

## RENOVATION WORK POOL

- INSTALL POOL LINER
- UPDATE MECHANICAL, PLUMBING AND ELECTRICAL
- RECONFIGURE AND INSTALL NEW FENCING

 AREA OF BATHHOUSE TO BE RECONFIGURED



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # Q.2.**

To approve allocating \$170,000 from the existing beach funding for an amendment to the scope of work for Patrick Engineering to complete the engineering associated with the beach, pier and boardwalk project at Bay Beach Amusement Park.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Bay Beach Restoration Amendment No. 2 Scope of Services 4.22.19



April 22, 2019

Mr. Steve Grenier, P.E.  
Director of Public Works  
CITY OF GREEN BAY  
Public Works Department  
100 North Jefferson Street  
Green Bay, WI 54301-5026

Subject: Amendment No. 2 to Bay Beach Restoration Agreement

Dear Mr. Grenier:

Patrick Engineering Inc. (Patrick) is pleased to submit this amendment to the City of Green Bay (City) for engineering design and construction plan preparation for the Bay Beach Restoration project. This amendment is submitted in accordance with the City's request, and is based on meetings and conversations held between the City and Patrick Engineering.

Phase I has been defined as Preliminary Engineering and Permitting which included obtaining permits to construct the boardwalk, beach, and Viewing Platform. Phase I services are complete.

Phase II has been defined as Final Design which includes final plans, specifications, and estimate for items included in this Scope of Services as defined below. It is understood that the City will perform all bidding tasks including but not limited to preparation of bid documents, advertisement for bids, and bid opening. Patrick Engineering will be responsible to provide all technical specifications and bidder's proposal. Patrick will be available to answer questions during the advertisement and bidding process.

Phase III Construction Observation, Construction Contract Administration, and DNR Permit Reporting is not included in the Scope of Services of this Amendment. Construction Observation, Contract Administration, and DNR Permit Reporting services will be evaluated and negotiated as part of a future amendment to this Agreement.

## **SCOPE OF SERVICES**

### **Phase II Scope of Services Completed To Date**

- Geotechnical Investigations for Viewing Platform, Bathhouse, and Ramp Structures
  - Geotechnical investigation including drilling and logging of samples of two (2) 65-foot deep soil borings in water for the viewing platform.
  - Geotechnical investigation including drilling and logging of samples of one (1) 40-foot deep, one (1) 25-foot deep, and one (1) 20-foot deep soil boring for the bathhouse, ramp structures, and grand archway's deep foundations.
  - A written report including recommendations for foundation design for viewing platform, ramp structures, grand archway, and bathhouse.
- Design of Viewing and Fishing Platform
  - Final viewing platform layout and geometrics, including modifications to the shape of the end of platform.

- Substructure (foundation) design of pile bents/piers for the overall Viewing Platform to resist ice loads and ice shoving, including modifications to the shape of the end of platform.
  - Final design, specifications, and bid documents for Pier 1, Partial Pier 2, Partial Pier 3, and the first span of the Viewing Platform deck.
  - Alternative superstructure (deck) design, evaluation, and summary cost estimate report for four (4) deck material alternatives. The four (4) alternatives include precast concrete, cast-in-place concrete, composite deck with steel beams, and wood deck and beams.
  - Electrical service design and conduit routing for overall Viewing Platform ornamental and navigational lighting.
- Walkways
    - Location, walkway type, and geometrics for park walkways leading to the boardwalk and beach from east of the main Pavilion Building and parking lot, and from west of the Pavilion Building near the carousel.

#### **Phase II Scope of Services To Be Completed**

- Design of Swimming Beach Including Plantings
  - The final beach and planting layout and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. Beach nourishment, dune habitat, and native planting areas will be included in the final design as part of the Phase II Scope of Services. No additional alternatives will be considered.
- Design of Boardwalk Retaining Wall
  - The final boardwalk retaining wall type (limestone block) and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. No additional retaining wall types or alternative layouts will be considered.
- Design of ADA Compliant Accessibility to the Beach via Boardwalks
  - The boardwalk location will remain in its existing location and the final boardwalk layout and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. No additional alternatives will be considered.
- Design of Sitting Benches along the Boardwalk and Beach
  - Design for accommodating sitting benches along the south side of the boardwalk will be included in the final design as part of the Phase II Scope of Services. The design for accommodating sitting benches will include possible locations adjacent to the boardwalk. Patrick will provide options for selection of benches by the City.
  - Design for sitting benches along the north side of boardwalk will not be included in the overall Scope of Services.
- Design of Viewing Platform with Lighting and Benches for Viewing and Fishing
  - Final viewing platform layout and geometrics, including modifications to the shape of the end of platform, have been determined. No additional alternative layouts will be considered.

- Design of a concrete superstructure (deck) with ornamental railing will be included in the final design as part of the Phase II Scope of Services. Precast concrete panels will be considered in the final design and construction detailing for the deck.
  - Design of both pedestrian ornamental lighting and navigational lighting will be included in the final design as part of the Phase II Scope of Services.
  - Patrick will provide options for selection of benches, railing, and lighting fixtures by the City.
- Design of Ramp Structure and Grand Entrance with Archway
  - The layout and design of the ramp structure and grand entrance with archway as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. Slight adjustments may be made during final design.
  - Archway architectural design and signage will be included as part of the Phase II Scope of Services.
- Walkways
  - Construction details for park walkways will be included in the final design as part of the Phase II Scope of Services.
  - Design of a storm sewer system with lift station to accommodate storm water from the area north of pavilion and south of boardwalk, and the removal of the existing pump house, will be included as part of the Phase II Scope of Services.
  - Underground City utility facility reconnaissance, locating, and as-buitling will be included as part of the Phase II Scope of Services.
- Design for Beach and Bathhouse Area Lighting
  - Design for beach area lighting along the south side of the boardwalk will be included in the final design as part of the Phase II Scope of Services.
  - Design for bathhouse area lighting will be included in the final design as part of the Phase II Scope of Services.
  - Patrick will provide options for selection of lighting fixtures by the City.
- Architectural Design of Beach Bathhouse / Concession Stand, and Design of Outside Showers
  - Location, space requirements, and architectural design of the beach bathhouse have not been determined as part of the Phase I Scope of Services.
  - Location, space requirements, facility requirements, and architectural features will be determined as part of the Phase II Scope of Services. For purposes of this amendment, it is assumed that the building will not exceed 4,000 square feet.
  - Design of a beach bathhouse and concession stand, including foundation structural design, that includes restrooms, inside showers, and HVAC that meet local building codes, will be included as part of the Phase II Scope of Services.
  - Design of outside showers along the beach near the staircases will be included as part of the Phase II Scope of Services.
- Design of Sewer, Water, Fiber Optic, and Electricity for the Bathhouse
  - Location, utility requirements, and design of the utilities for the beach bathhouse and concessions including sewer, water, fiber optic, and electricity will be included in the final design as part of the Phase II Scope of Services.



- Acquisition of Army Corps of Engineers and WisDNR Permits for the Bathhouse and Walkways
  - Application and approval of necessary permits will be included as part of the Phase II Scope of Services for the construction of the bathhouse and walkways.
  - Completion of a stormwater management plan including two conceptual options for handling stormwater, and completion of an erosion control plan in accordance with regulatory agency and City permit requirements, will be included as part of the Phase II Scope of Services.
- Habitat Enhancement and Restoration Plan
  - Update habitat enhancement and restoration plans to include adjustments to the wetland enhancement area located west of the wildlife Viewing Platform as well as designated foot traffic routes throughout the dune and native planting areas, in accordance with Articles 28 and 33 of the WDNR Chapter 30 IP for the project.
  - Prepare a Habitat Enhancement and Restoration Plan narrative that includes performance goals for each habitat type and an associated monitoring and maintenance program. The narrative will also discuss how the area will be sustained during storm events and/or through long term fluctuations of water levels in Green Bay. Under Article 30 of the WDNR Chapter 30 IP for the project, the City will finalize the Habitat Enhancement and Restoration Plan prior to the opening of the beach to the public. This scope of work will include one cycle of review and associated non-major changes from project partners.
- Fish Habitat Improvements
  - Coordination with fisheries staff at WDNR to define the location and habitat improvement type for fish habitat improvements. The final design for fish habitat improvements will include up to four individual habitat locations utilizing fish sticks, cribs, and/or half logs.
  - Under Article 29 of the WDNR Chapter 30 IP for the project, the City will have application materials submitted to WDNR within 12 months of start of construction for the platform. Preparation and submittal of applications for up to four WDNR permits, as required, for proposed habitat improvements within this timeframe, no later than June 30, 2020, will be included as part of the Phase II Scope of Services for the construction of fish habitat improvements.
- Invasive Species Management Plan
  - Develop an Invasive Species Management Plan for all disturbed areas along the Bay Beach shoreline, as required by Article 30 of the Chapter 30 IP for the project. This scope of work will include one cycle of review and associated non-major changes from project partners.
  - Under Article 30 of the WDNR Chapter 30 IP for the project, the City will finalize the Invasive Species Management Plan prior to the opening of the beach to the public. Preparation of the plan within this timeframe, no later than June 30, 2020, will be included as part of the Phase II Scope of Services.
- Meetings
  - It is expected that additional meetings will be required to complete the Phase II Scope of Services. No more than six (6) meetings will be included as part of the Phase II Scope of Services.



- Public Involvement
  - Public Involvement will not be included in the Phase II Scope of Services.

### ASSUMPTIONS AND EXCLUSIONS

In addition to assumptions stated above, the additional assumptions are included in this amendment.

1. The City will provide plans and as-built drawings for underground utilities including but not limited to sewer, water, electrical facilities, and power supply in the park.
2. The City will provide municipal utility facility construction details in AutoCAD format and specifications for the sewer, water, and electrical facilities.
3. The City will provide “front-end” contractual documents required in the bidding packages.
4. Patrick will apply for City Permits. Permit application fees shall be paid directly by the City and is excluded from this Agreement.

### SCHEDULE

If this amendment is approved and signed no later than May 8, 2019 then (1) final plans, specifications, and estimate for Viewing Platform, beach, boardwalk, and walkways will be completed in time for public bid no later than July 24, 2019 and (2) final plans, specifications, and estimate for Beach Bathhouse/ Concession Stand will be completed in time for a public bid no later than August 7, 2019. All services for the project shall be completed no later than **December 31, 2020**.

### PROPOSED FEE

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| Fees for Services Completed to Date<br>(Including Permit Fees) | \$230,000        |
| Fees for Services to be Completed                              |                  |
| Civil, Structural, Electrical                                  | \$100,000        |
| Environmental                                                  | \$ 20,000        |
| Architectural                                                  | \$ 70,000        |
| <b>Total Fees</b>                                              | <b>\$420,000</b> |
| Current Contract Value                                         | \$250,000        |
| <b>Amendment 2 Value</b>                                       | <b>\$170,000</b> |

Total fees payable to Consultant under terms of the Agreement, Amendment No. 1, and Amendment No. 2 shall not exceed the amount of **\$420,000** based on a time and expense basis.

### ADDITIONAL SERVICES IF REQUESTED BY THE CITY

If requested by the City, additional services described below will be provided on a time and expense fee basis not to exceed an additional **\$7,500**.

#### Water Quality Monitoring, Notification, and Education Plan

- Development of a Water Quality Monitoring, Notification, and Education Plan in accordance with Article 31 of the WDNR Chapter 30 IP for the project will be included as part of the



Phase II Scope of Services if requested. Plans will be developed in coordination with WDNR, DHS, and the City of Green Bay and will be consistent with the federal BEACH Act and the Wisconsin Beach Program.

- A preliminary Water Quality Monitoring, Notification, and Education Plan will be presented to the City of Green Bay, WDNR and DHS for review and comment at least 90 days prior to opening the beach for public use, as required under Article 30 of the WDNR Chapter 30 IP for the project. A final plan will be ready for implementation prior to the opening of the beach to the public. We understand that beach nourishment may not be placed prior to WDNR approval of the final plan, as stated in Article 32 of the WDNR Chapter 30 IP. This scope of work will include one cycle of review and associated non-major changes based upon review from project partners.

Fees for Phase III Construction Observation, Contract Administration, and DNR Permit Reporting services are not included in this amendment and shall be evaluated and negotiated as part of a future amendment to this Agreement.

Thank you for this opportunity to provide additional engineering services to the City. If approved, please sign and date below. If you have any questions or require additional information, please feel free to contact me at (920) 321-2350.

Sincerely,

**PATRICK ENGINEERING INC.**

Rowland Hoslet, PE  
Director of Engineering Services

**FOR THE CITY OF GREEN BAY**

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

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

Date: \_\_\_\_\_



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # Q.3.**

To approve the request by OnBroadway Inc. to allow the sale of alcohol (beer and malt beverages only) and concessions at Leicht Memorial Park on Tuesday nights, June 18 – August 27, during the Levitt Concert Series.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # Q.4.**

To move forward as directed in closed session on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

The Council may convene in closed session pursuant to Sections 19.85(l)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.82(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**BACKGROUND**

**RECOMMENDATION**

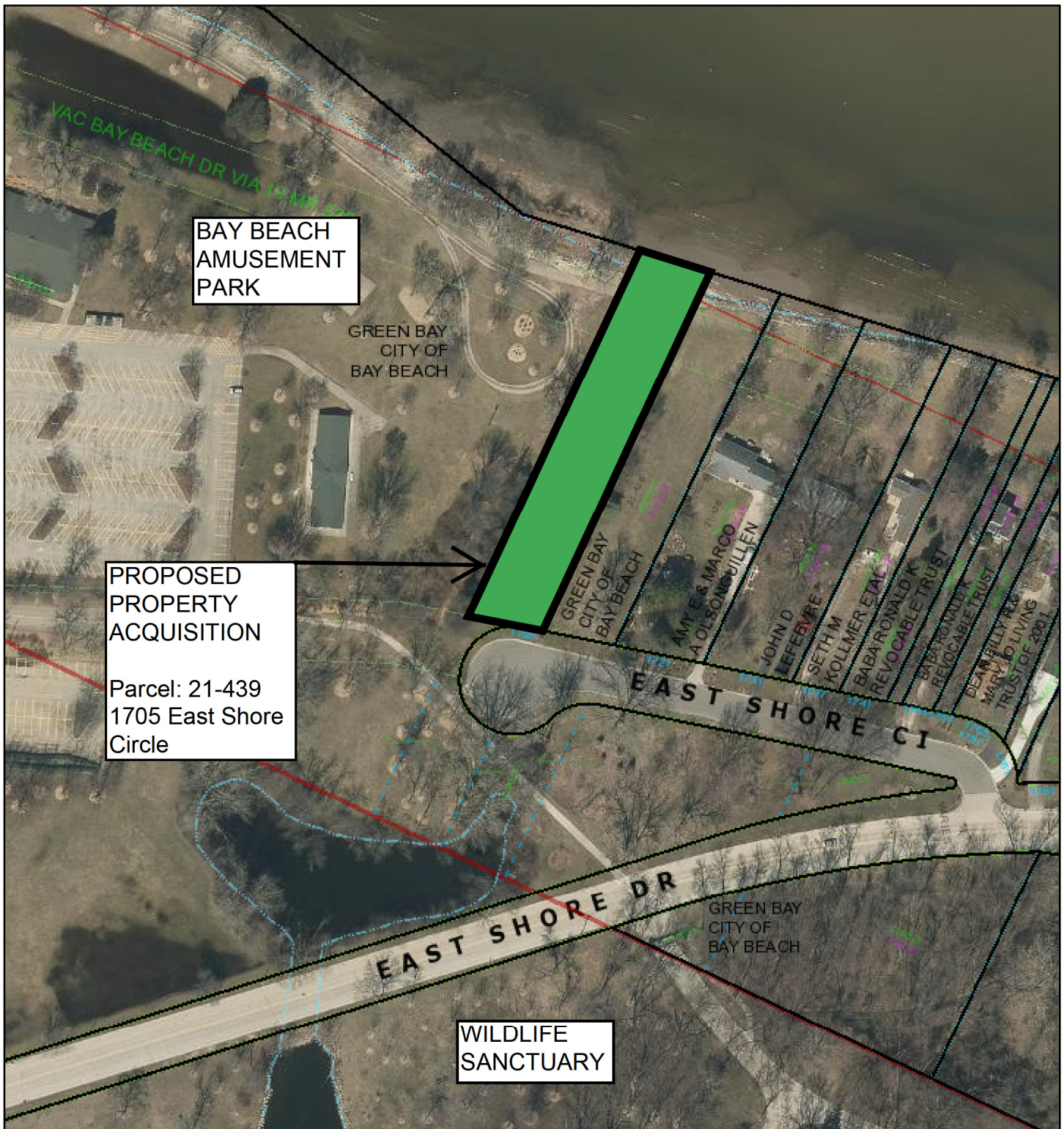
**FISCAL IMPACT**

**ATTACHMENTS**

1. Proposed Property Acquisition Map Final
2. 1705 East Shore Circle Photos
3. Park Committee Packet



# Proposed Property Acquisition



5/10/2019 8:48:02 AM

Trail

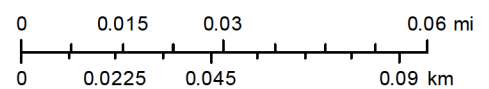
Major Highways large scale labeling

Street Centerline Name1 labeling

Street Centerline Name2 labeling

Street Centerline Name3 labeling

1:1,800



Brown County Municipalities  
Brown County  
Brown County WI



## 1705 East Shore Circle – Front Yard (Parcel 21-439)





**1705 East Shore Circle – Back Yard (Parcel 21-439)**





# **AGENDA OF THE PARKS COMMITTEE**

**TUESDAY, MAY 14, 2019, 7:00 PM  
CITY HALL, ROOM 310**

**A. Roll Call.**

**B. Approval of the Agenda.**

**C. Approval of Minutes.**

**D. Regular Business.**

1. Consideration with possible action on the review of the bids and budget for the Colburn Pool Renovations.
2. Consideration with possible action on the approval of allocating \$170,000 from the existing beach funding for an amendment to the scope of work for Patrick Engineering to complete the engineering associated with the beach, pier and boardwalk project at Bay Beach Amusement Park.
3. Consideration with possible action on the request by OnBroadway to allow the sale of alcohol (beer and malt beverages only) and concessions at Leicht Memorial Park on Tuesday nights, June 18 - August 27, during the Levitt Concert Series.
4. Consideration with possible action on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

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**E. Informational.**

1. Director's Report on updates and recent activities of the Parks, Recreation and Forestry Department.

2. The next Park Committee meeting is scheduled for June 12, 2019.

**F. Adjournment.**

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT [www.greenbaywi.gov](http://www.greenbaywi.gov)
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Parks 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  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # D.I.**

Consideration with possible action on the review of the bids and budget for the Colburn Pool Renovations.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Project Accounting Estimate - Parks 3-19 Colburn Park



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
100 N. Jefferson Street, Room 300  
Green Bay, WI 54301  
Tel (920) 448-3100  
Fax (920) 448-3102

PROJECT #: **PARKS 3-19**

FUNDING #:

### BID COMPARISON

DATE: **May 7, 2019**

CONTRACT: **PARKS PROJECT 3-19 (COLBURN PARK POOL AND BATHHOUSE RENOVATIONS)**

| ITEM NO.                                                        | DESCRIPTION                                                                                                                                                                                                          | Quantity | UNIT | ENGINEERS ESTIMATE    |                | Howard Immel Inc.     |                |               |        |               |        |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------|----------------|-----------------------|----------------|---------------|--------|---------------|--------|
|                                                                 |                                                                                                                                                                                                                      |          |      | UNIT PRICE            | AMOUNT         | UNIT PRICE            | AMOUNT         | UNIT PRICE    | AMOUNT | UNIT PRICE    | AMOUNT |
| 1.0                                                             | Provide all labor, materials, equipment and services as specified on the plans title Colburn Park Bathhouse Renovations                                                                                              | 1        | LS   | \$254,900.00          | \$254,900.00   | \$1,500,000.00        | \$1,500,000.00 |               | \$0.00 |               | \$0.00 |
| 2.0                                                             | Provide all labor, materials, equipment and services as specified on the plans title Colburn Park Pool Renovations                                                                                                   | 1        | LS   | \$1,800,000.00        | \$1,800,000.00 | \$1,000,000.00        | \$1,000,000.00 |               | \$0.00 |               | \$0.00 |
| <b>TOTAL BASE BID</b>                                           |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,500,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| Alternate 1                                                     | Add- Provide all labor, materials, equipment and services as specified and shown on plan sheet AQ10.00 titled and labeled as "Backwash Tank Alternate #1"                                                            | 1        | LS   | \$0.00                | \$0.00         | \$30,000.00           | \$30,000.00    |               | \$0.00 |               | \$0.00 |
| Alternate 2                                                     | Deduct - Provide all labor, materials, equipment and services as specified and shown on the plans for installing asphalt shingles on the roof instead of the Standing Seem Metal Roofing identified on Page No. A4.0 | 1        | LS   | \$0.00                | \$0.00         | \$0.00                | \$0.00         |               | \$0.00 |               | \$0.00 |
| Alternate 3                                                     | Add/Deduct - Provide all labor, materials, equipment and services as specified and shown on the plans for installing Floor Inlets at Recirculation Trench as identified on Drawings AQ1.04, AQ1.01A and AQ20.06      | 1        | LS   | \$0.00                | \$0.00         | \$24,000.00           | \$24,000.00    |               | \$0.00 |               | \$0.00 |
| <b>TOTAL BASE BID + ALTERNATE 1</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,530,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 2</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,500,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 3</b>                             |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,524,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 2</b>               |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,530,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
| <b>TOTAL BASE BID + ALTERNATE 1 + ALTERNATE 3</b>               |                                                                                                                                                                                                                      |          |      | <b>\$2,054,900.00</b> |                | <b>\$2,554,000.00</b> |                | <b>\$0.00</b> |        | <b>\$0.00</b> |        |
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Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # D.2.**

Consideration with possible action on the approval of allocating \$170,000 from the existing beach funding for an amendment to the scope of work for Patrick Engineering to complete the engineering associated with the beach, pier and boardwalk project at Bay Beach Amusement Park.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Bay Beach Restoration Amendment No. 2 Scope of Services 4.22.19



April 22, 2019

Mr. Steve Grenier, P.E.  
Director of Public Works  
CITY OF GREEN BAY  
Public Works Department  
100 North Jefferson Street  
Green Bay, WI 54301-5026

Subject: Amendment No. 2 to Bay Beach Restoration Agreement

Dear Mr. Grenier:

Patrick Engineering Inc. (Patrick) is pleased to submit this amendment to the City of Green Bay (City) for engineering design and construction plan preparation for the Bay Beach Restoration project. This amendment is submitted in accordance with the City's request, and is based on meetings and conversations held between the City and Patrick Engineering.

Phase I has been defined as Preliminary Engineering and Permitting which included obtaining permits to construct the boardwalk, beach, and Viewing Platform. Phase I services are complete.

Phase II has been defined as Final Design which includes final plans, specifications, and estimate for items included in this Scope of Services as defined below. It is understood that the City will perform all bidding tasks including but not limited to preparation of bid documents, advertisement for bids, and bid opening. Patrick Engineering will be responsible to provide all technical specifications and bidder's proposal. Patrick will be available to answer questions during the advertisement and bidding process.

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## **SCOPE OF SERVICES**

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  - Geotechnical investigation including drilling and logging of samples of one (1) 40-foot deep, one (1) 25-foot deep, and one (1) 20-foot deep soil boring for the bathhouse, ramp structures, and grand archway's deep foundations.
  - A written report including recommendations for foundation design for viewing platform, ramp structures, grand archway, and bathhouse.
- Design of Viewing and Fishing Platform
  - Final viewing platform layout and geometrics, including modifications to the shape of the end of platform.



- Substructure (foundation) design of pile bents/piers for the overall Viewing Platform to resist ice loads and ice shoving, including modifications to the shape of the end of platform.
  - Final design, specifications, and bid documents for Pier 1, Partial Pier 2, Partial Pier 3, and the first span of the Viewing Platform deck.
  - Alternative superstructure (deck) design, evaluation, and summary cost estimate report for four (4) deck material alternatives. The four (4) alternatives include precast concrete, cast-in-place concrete, composite deck with steel beams, and wood deck and beams.
  - Electrical service design and conduit routing for overall Viewing Platform ornamental and navigational lighting.
- Walkways
    - Location, walkway type, and geometrics for park walkways leading to the boardwalk and beach from east of the main Pavilion Building and parking lot, and from west of the Pavilion Building near the carousel.

#### **Phase II Scope of Services To Be Completed**

- Design of Swimming Beach Including Plantings
  - The final beach and planting layout and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. Beach nourishment, dune habitat, and native planting areas will be included in the final design as part of the Phase II Scope of Services. No additional alternatives will be considered.
- Design of Boardwalk Retaining Wall
  - The final boardwalk retaining wall type (limestone block) and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. No additional retaining wall types or alternative layouts will be considered.
- Design of ADA Compliant Accessibility to the Beach via Boardwalks
  - The boardwalk location will remain in its existing location and the final boardwalk layout and design as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. No additional alternatives will be considered.
- Design of Sitting Benches along the Boardwalk and Beach
  - Design for accommodating sitting benches along the south side of the boardwalk will be included in the final design as part of the Phase II Scope of Services. The design for accommodating sitting benches will include possible locations adjacent to the boardwalk. Patrick will provide options for selection of benches by the City.
  - Design for sitting benches along the north side of boardwalk will not be included in the overall Scope of Services.
- Design of Viewing Platform with Lighting and Benches for Viewing and Fishing
  - Final viewing platform layout and geometrics, including modifications to the shape of the end of platform, have been determined. No additional alternative layouts will be considered.



- Design of a concrete superstructure (deck) with ornamental railing will be included in the final design as part of the Phase II Scope of Services. Precast concrete panels will be considered in the final design and construction detailing for the deck.
  - Design of both pedestrian ornamental lighting and navigational lighting will be included in the final design as part of the Phase II Scope of Services.
  - Patrick will provide options for selection of benches, railing, and lighting fixtures by the City.
- Design of Ramp Structure and Grand Entrance with Archway
  - The layout and design of the ramp structure and grand entrance with archway as part of the Phase II Scope of Services will be the same as submitted in Phase I and permitted by the DNR. Slight adjustments may be made during final design.
  - Archway architectural design and signage will be included as part of the Phase II Scope of Services.
- Walkways
  - Construction details for park walkways will be included in the final design as part of the Phase II Scope of Services.
  - Design of a storm sewer system with lift station to accommodate storm water from the area north of pavilion and south of boardwalk, and the removal of the existing pump house, will be included as part of the Phase II Scope of Services.
  - Underground City utility facility reconnaissance, locating, and as-buitling will be included as part of the Phase II Scope of Services.
- Design for Beach and Bathhouse Area Lighting
  - Design for beach area lighting along the south side of the boardwalk will be included in the final design as part of the Phase II Scope of Services.
  - Design for bathhouse area lighting will be included in the final design as part of the Phase II Scope of Services.
  - Patrick will provide options for selection of lighting fixtures by the City.
- Architectural Design of Beach Bathhouse / Concession Stand, and Design of Outside Showers
  - Location, space requirements, and architectural design of the beach bathhouse have not been determined as part of the Phase I Scope of Services.
  - Location, space requirements, facility requirements, and architectural features will be determined as part of the Phase II Scope of Services. For purposes of this amendment, it is assumed that the building will not exceed 4,000 square feet.
  - Design of a beach bathhouse and concession stand, including foundation structural design, that includes restrooms, inside showers, and HVAC that meet local building codes, will be included as part of the Phase II Scope of Services.
  - Design of outside showers along the beach near the staircases will be included as part of the Phase II Scope of Services.
- Design of Sewer, Water, Fiber Optic, and Electricity for the Bathhouse
  - Location, utility requirements, and design of the utilities for the beach bathhouse and concessions including sewer, water, fiber optic, and electricity will be included in the final design as part of the Phase II Scope of Services.

- Acquisition of Army Corps of Engineers and WisDNR Permits for the Bathhouse and Walkways
  - Application and approval of necessary permits will be included as part of the Phase II Scope of Services for the construction of the bathhouse and walkways.
  - Completion of a stormwater management plan including two conceptual options for handling stormwater, and completion of an erosion control plan in accordance with regulatory agency and City permit requirements, will be included as part of the Phase II Scope of Services.
- Habitat Enhancement and Restoration Plan
  - Update habitat enhancement and restoration plans to include adjustments to the wetland enhancement area located west of the wildlife Viewing Platform as well as designated foot traffic routes throughout the dune and native planting areas, in accordance with Articles 28 and 33 of the WDNR Chapter 30 IP for the project.
  - Prepare a Habitat Enhancement and Restoration Plan narrative that includes performance goals for each habitat type and an associated monitoring and maintenance program. The narrative will also discuss how the area will be sustained during storm events and/or through long term fluctuations of water levels in Green Bay. Under Article 30 of the WDNR Chapter 30 IP for the project, the City will finalize the Habitat Enhancement and Restoration Plan prior to the opening of the beach to the public. This scope of work will include one cycle of review and associated non-major changes from project partners.
- Fish Habitat Improvements
  - Coordination with fisheries staff at WDNR to define the location and habitat improvement type for fish habitat improvements. The final design for fish habitat improvements will include up to four individual habitat locations utilizing fish sticks, cribs, and/or half logs.
  - Under Article 29 of the WDNR Chapter 30 IP for the project, the City will have application materials submitted to WDNR within 12 months of start of construction for the platform. Preparation and submittal of applications for up to four WDNR permits, as required, for proposed habitat improvements within this timeframe, no later than June 30, 2020, will be included as part of the Phase II Scope of Services for the construction of fish habitat improvements.
- Invasive Species Management Plan
  - Develop an Invasive Species Management Plan for all disturbed areas along the Bay Beach shoreline, as required by Article 30 of the Chapter 30 IP for the project. This scope of work will include one cycle of review and associated non-major changes from project partners.
  - Under Article 30 of the WDNR Chapter 30 IP for the project, the City will finalize the Invasive Species Management Plan prior to the opening of the beach to the public. Preparation of the plan within this timeframe, no later than June 30, 2020, will be included as part of the Phase II Scope of Services.
- Meetings
  - It is expected that additional meetings will be required to complete the Phase II Scope of Services. No more than six (6) meetings will be included as part of the Phase II Scope of Services.



- Public Involvement
  - Public Involvement will not be included in the Phase II Scope of Services.

### ASSUMPTIONS AND EXCLUSIONS

In addition to assumptions stated above, the additional assumptions are included in this amendment.

1. The City will provide plans and as-built drawings for underground utilities including but not limited to sewer, water, electrical facilities, and power supply in the park.
2. The City will provide municipal utility facility construction details in AutoCAD format and specifications for the sewer, water, and electrical facilities.
3. The City will provide “front-end” contractual documents required in the bidding packages.
4. Patrick will apply for City Permits. Permit application fees shall be paid directly by the City and is excluded from this Agreement.

### SCHEDULE

If this amendment is approved and signed no later than May 8, 2019 then (1) final plans, specifications, and estimate for Viewing Platform, beach, boardwalk, and walkways will be completed in time for public bid no later than July 24, 2019 and (2) final plans, specifications, and estimate for Beach Bathhouse/ Concession Stand will be completed in time for a public bid no later than August 7, 2019. All services for the project shall be completed no later than **December 31, 2020**.

### PROPOSED FEE

|                                                                |                  |
|----------------------------------------------------------------|------------------|
| Fees for Services Completed to Date<br>(Including Permit Fees) | \$230,000        |
| Fees for Services to be Completed                              |                  |
| Civil, Structural, Electrical                                  | \$100,000        |
| Environmental                                                  | \$ 20,000        |
| Architectural                                                  | \$ 70,000        |
| <b>Total Fees</b>                                              | <b>\$420,000</b> |
| Current Contract Value                                         | \$250,000        |
| <b>Amendment 2 Value</b>                                       | <b>\$170,000</b> |

Total fees payable to Consultant under terms of the Agreement, Amendment No. 1, and Amendment No. 2 shall not exceed the amount of **\$420,000** based on a time and expense basis.

### ADDITIONAL SERVICES IF REQUESTED BY THE CITY

If requested by the City, additional services described below will be provided on a time and expense fee basis not to exceed an additional **\$7,500**.

#### Water Quality Monitoring, Notification, and Education Plan

- Development of a Water Quality Monitoring, Notification, and Education Plan in accordance with Article 31 of the WDNR Chapter 30 IP for the project will be included as part of the



Phase II Scope of Services if requested. Plans will be developed in coordination with WDNR, DHS, and the City of Green Bay and will be consistent with the federal BEACH Act and the Wisconsin Beach Program.

- A preliminary Water Quality Monitoring, Notification, and Education Plan will be presented to the City of Green Bay, WDNR and DHS for review and comment at least 90 days prior to opening the beach for public use, as required under Article 30 of the WDNR Chapter 30 IP for the project. A final plan will be ready for implementation prior to the opening of the beach to the public. We understand that beach nourishment may not be placed prior to WDNR approval of the final plan, as stated in Article 32 of the WDNR Chapter 30 IP. This scope of work will include one cycle of review and associated non-major changes based upon review from project partners.

Fees for Phase III Construction Observation, Contract Administration, and DNR Permit Reporting services are not included in this amendment and shall be evaluated and negotiated as part of a future amendment to this Agreement.

Thank you for this opportunity to provide additional engineering services to the City. If approved, please sign and date below. If you have any questions or require additional information, please feel free to contact me at (920) 321-2350.

Sincerely,

**PATRICK ENGINEERING INC.**

Rowland Hoslet, PE  
Director of Engineering Services

**FOR THE CITY OF GREEN BAY**

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

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

Date: \_\_\_\_\_



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # D.3.**

Consideration with possible action on the request by OnBroadway to allow the sale of alcohol (beer and malt beverages only) and concessions at Leicht Memorial Park on Tuesday nights, June 18 - August 27, during the Levitt Concert Series.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None





Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # D.4.**

Consideration with possible action on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

The Committee may convene in closed session pursuant to Sections 19.85(l)(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 Committee may thereafter reconvene in open session pursuant to Section 19.82(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

**BACKGROUND**

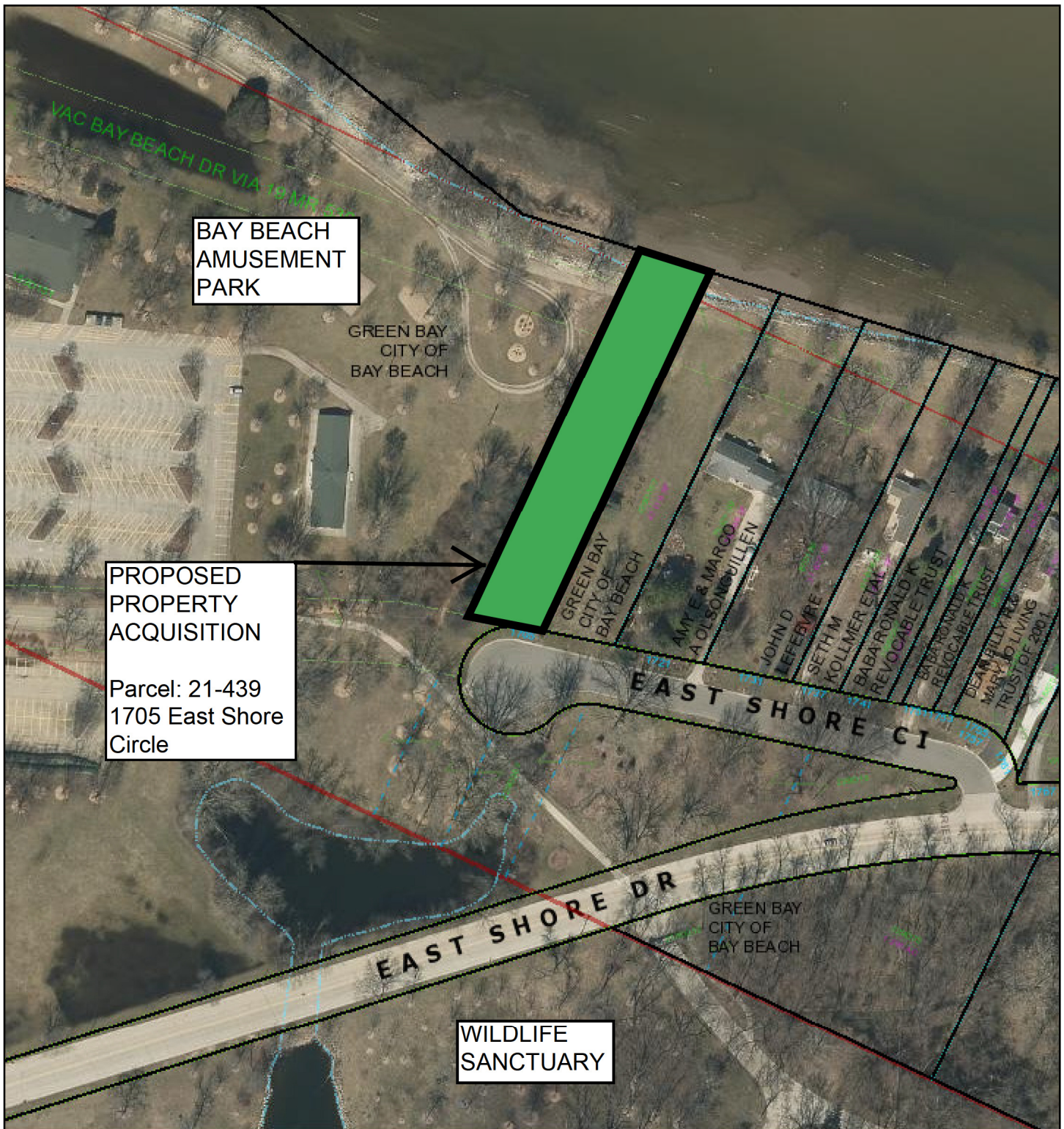
**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Proposed Property Acquisition Map Final

# Proposed Property Acquisition



5/10/2019 8:48:02 AM

Trail

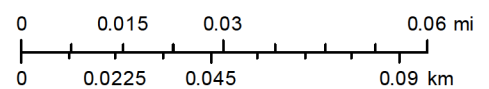
Major Highways large scale labeling

Street Centerline Name1 labeling

Street Centerline Name2 labeling

Street Centerline Name3 labeling

1:1,800



Brown County Municipalities  
Brown County  
Brown County WI



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # E.I.**

Director's Report on updates and recent activities of the Parks, Recreation and Forestry Department.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Director's Report 051419

**PARKS, RECREATION, & FORESTRY COMMITTEE**  
**DIRECTOR'S REPORT**  
**TUESDAY, May 14, 2019**

**PARK DIVISION**

- Mowing has started, mostly on athletic fields. When the sun finally comes out and the turf starts to dry, the grass is really going to grow quickly. Keep in mind that we can only mow so much in a day. Because it takes 6 to 7 work days to make a round of mowing, the last places on the list will really be long.
- The rain also plays havoc with our ball diamond preparations. Either we spend all day to get them ready and it rains at game time, or the infields are too wet to work on all day and the weather is nice at 5pm when people want to play.
- Shelter rentals are strong on the weekends.
- Pool cleaning and caulking is underway.
- The spring time graffiti artists are out creating lots of work for us.
- Many assorted projects and special events keep us going in many different directions.

**FORESTRY DIVISION**

- Spring tree planting along streets and in parks is underway at this time.
- Pruning and removal operations are reduced and on a necessary basis only.
- Residential stump removal is scheduled to start in early June; the crew will be working from east to west this year.

**DESIGN & DEVELOPMENT DIVISION**

- **Baird Creek Greenway – Prairie Burn**
  - Fox Valley Technical College will be conducting a controlled burn in the greenway near McKenzie Lane on May 16<sup>th</sup>.
- **Baird Creek Greenway – Pedestrian Bridge**
  - Staff submitted a DNR stewardship grant application to help fund the construction costs for this project.

- **Bay Beach Amusement Park – Beach, Pier and Boardwalk Engineering**
  - Staff submitted a DNR Stewardship grant application for this project.
- **Bay Beach Amusement Park – Ferris Wheel**
  - All of the ferris wheel components have arrived at the park.
  - Work continues on the ferris wheel and site work.
- **Bay Beach Amusement Park – Stormwater Management Plan**
  - Staff has been working with the Department of Public Works to issue an RFQ to develop a cohesive storm water management design for the entire amusement park.
- **Bay Beach Amusement Park – Temporary Parking Lot**
  - Staff has been working with the Friends of Bay Beach to install the temporary overflow parking lot. Construction will begin soon.
- **Colburn Pool**
  - The State of Wisconsin has approved the pool plans.
  - The bid opening for this project was on May 7. One contractor submitted a bid. If the City Council approves awarding the bid, the work will begin after the pool closes August 18<sup>th</sup>.
- **East River Optimist Site Improvements**
  - There was a preconstruction meeting held on May 6<sup>th</sup> for the project. The anticipated start date is during the week of May 13<sup>th</sup>. The expected completion date is August 30<sup>th</sup>.
  - The parking lot will not be available to users through the duration of the construction. Staff will work with the Little League group to select alternate parking options.
- **East River Trail – Expansion**
  - A design committee has been working with the consultant on conceptual plans for the Main Street Plaza. We will be presenting the chosen concept at an upcoming Park Committee meeting.
- **Playgrounds**
  - The playground equipment has arrived for East River Van Beaver Park and Fort Howard/Jefferson Park.



- **Red Smith Shelter**

- Work for the shelter and walkway will likely begin in June.

- **Wildlife Sanctuary – 4K Nature Center Addition**

- The exterior walls are completed and the roof trusses are currently being set.

## **RECREATION DIVISION**

- The adult softball season began the week of April 29. We will be offering Men's Slow-pitch, Co-Ed Slow-pitch and Men's Modified softball leagues at various parks throughout Green Bay. There are 49 teams registered.
- We are currently interviewing and hiring staff for summer positions (playground leaders, softball site supervisors, softball officials, and pool staff).
- The Golden Memories Ball will be held at the Bay Beach Amusement Park on Friday, May 10<sup>th</sup> from 7-10 p.m. The Bob Kuether Ballroom Dance Band will be providing the entertainment.
- The Parks Perks Summer Kickoff Party will be held at the Joannes Park Shelter on Thursday, May 16<sup>th</sup> from 5-6:30 p.m.
- The 17<sup>th</sup> Annual Kids' Day Luncheon will be held on June 25<sup>th</sup> from 11 a.m.-2 p.m. at Leicht Park.
- The Summer Playground Program begins on Tuesday, June 11<sup>th</sup>. Important dates include the following:
  - June 11 - Playground sites open at 1 p.m.
  - June 12 - Summer Lunch Program begins
  - June 17 - Special Population Program Begins
  - June 20 - City Wide Track & Novelty Day
  - June 25 - Kids' Day
  - June 27 - Super Hero's Day
  - July 3 - WLS Day
  - July 10 - City Wide Games Day
  - July 11 - Countries of the World Theme Day
  - July 16 & 17 - Preliminary Talent Show
  - July 18 - Sports Tournament
  - July 23 - City Wide Talent Show
  - July 27 - Own Choice Theme Day
  - August 6 - Kiddie Parade & Kiddie Karnival
- Tennis Lesson and Sailings registration is now open for youth and adults.
- Wading pools open on weekends beginning June 8<sup>th</sup>.

- Planning is underway for the 5<sup>th</sup> Annual **FIT In the Parks** series. This year, classes will take place for 7 weeks: July 8-August 22. Staff is securing sponsorships and putting together this year's class schedule.
- The **2019 Summer Activity Guide** has been printed and distributed to schools and community organizations.

## **AQUATICS**

- Southwest and Edison Pool continue to be utilized 5 days/week for local swim team practices and other community rentals.
- The final session of indoor swim lessons wrapped up at Southwest on May 9. Levels Parent-Child through Level 5 were offered.
- A Lifeguard Training Course will begin at Southwest Pool on Friday, May 11. 12 people are registered for this class.
- Outdoor pool staff orientations and trainings will begin on May 21 and run through June 6.
- Outdoor pools open for the season on Saturday, June 8
- We are currently extremely short on lifeguards this summer. Currently, we still need to hire approximately 25 full time lifeguards with very few applications coming in. Staff has done media releases, a live interview on Channel 11, a social media campaign, etc. We will offer an additional Lifeguard Training Course immediately after schools get out for the summer for those looking to work as a lifeguard for the City of Green Bay pools.

## **BAY BEACH**

- Opening weekend was very successful. We had a record breaking opening weekend.
- Staff had great customer service and worked hard to make it a great experience for all.
- Implementation of Jolt management software continues and reports can be printed.
- Seasonal staff has been contacted about returning for summer employment.
- Notifying employees of changes being made for 2019 season.
- Seasonal Interviews continue twice a week. We are still looking to hire roughly 30 new staff members.
- Getting updated signs posted so places are more visible to our customers
- Updating schedules, documentation needs, and daily revenue sheets.

- Getting schedules uploaded to Jolt.
- Souvenir gift shop looks great with the floors being replaced and everything set up for opening weekend.
- First Aid center is completed and has been placed near kiddie rides. Procedures are being updated and product has been ordered.
- Coordinator training is updated and most coordinators have been trained.
- “First day” cheat sheet has been created for all staff. They were sent this in an email so they know what our procedures are.
- Menus have been updated and are ready for printing. Pepsi purchased TVs in the main pavilion and Grill to display our menus.
- Vendors have been contacted for time and delivery dates.
- Pricing has been updated.

### **Metro Boat Launch**

- All docks are in the water.
- Envelopes are picked up weekly.

### **Triangle Sports Area**

- The first rental was April 6<sup>th</sup>.
- We will continue to look at trends for next year and continue to make improvements.
- Continue planning events to increase summer use not related to disc golf, as well as winter activities for next season if there is little or no snow.

### **WILDLIFE SANCTUARY**

- The Easter Egg hunt was sold out and was a great success.
- The Springs Wings event will be held on May 11<sup>th</sup>. This event celebrates International Migratory Bird Day. Events include guided bird hikes, bird house making, bird feeder making, demonstrations of bird rescue and bird banding.
- Don Renard generously donated 2,000 trout to stock the fishing lagoon.



Report to the  
Parks Committee  
of the City of Green Bay

**MEETING DATE**

May 14, 2019

**PREPARED BY**

**AGENDA ITEM # E.2.**

The next Park Committee meeting is scheduled for June 12, 2019.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



Report to the  
Personnel Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # R.I.**

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

- a. Sewer Maintenance Worker (3) - Public Works
- b. Public Works Superintendent (Streets) - Public Works

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Request to Fill Memo 05.14.19
2. Sewer Maint Worker - T. Tassoul 04.30.19
3. Sewer Maint Worker - P. Schreiner 06.03.19
4. Sewer Maint Worker - J. Stencil 06.03.19
5. Public Works Superintendent (Streets) - T. Fietzer - 05.28.19



# 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: May 7, 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.

- Sewer Maintenance Worker – Replacement position due to the resignation of Tyler Tassoul effective April 30, 2019. Salary range: \$21.66 - \$25.49 per hour.
- Sewer Maintenance Worker – Replacement position due to the retirement of John Stencil effective June 3, 2019. Salary range: \$21.66 - \$25.49 per hour.
- Sewer Maintenance Worker – Replacement position due to the retirement of Peter Schreiner effective June 3, 2019. Salary range: \$21.66 - \$25.49 per hour.
- Public Works Superintendent (Streets) – Replacement position due to the resignation of Tony Fietzer effective May 28, 2019. Salary range: \$66,851 - \$78,644.

**Position Fill Request  
Justification Report  
May 1, 2019**

**Position Title:** Sewer Maintenance Worker – DPW Operations Division/Sewer Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

  X   **Replacement Position**             **Not a Replacement Position**

This position is vacant as the result of the resignation of Tyler Tassoull, effective April 30, 2019. (HR has resignation letter)

- 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 through the City's Sanitary Sewerage District and Stormwater Utility operating budgets. The current base rate for this position is Grade "G" of the City Pay Plan, which is \$21.66 to \$25.49 per hour, or \$45,053 to \$53,019 per year.

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

Sewer Maintenance Workers perform a full range of duties including, but not limited to, cleaning storm and sanitary sewers, maintaining other critical sanitary and stormwater drainage infrastructure such as lift stations, and completing other assignments necessary for the Sewer Section to perform its duties.

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

This position does not directly generate revenue for the City. However, the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of a Sewer Maintenance Worker position represents a reduction in the City's ability to provide sewer services in a timely manner.

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

When a Sewer Section position is vacant, duties are assigned to other Sewer Section employees as needed. When there is a lack of personnel, assignments are prioritized. Lower priority assignments are either postponed or not completed.

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

The Sewer Section will continue to perform all of its core services. The City cannot stop maintaining its sewer systems, as they directly impact the health and welfare of residents. However, a reduction in staffing will result in a lower level of service to residents.

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

One alternative would be working overtime to maintain the required service. Another alternative would be outsourcing of services. Both alternatives pose potentially higher costs to the City.

**9. Are there union issues?**

No.

**10. Other supporting comments.**

None.

**Position Fill Request  
Justification Report  
May 1, 2019**

**Position Title:** Sewer Maintenance Worker – DPW Operations Division/Sewer Section

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

  X   **Replacement Position**             **Not a Replacement Position**

This position is vacant as the result of the retirement of Pete Schreiner, effective June 3, 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 through the City's Sanitary Sewerage District and Stormwater Utility operating budgets. The current base rate for this position is Grade "G" of the City Pay Plan, which is \$21.66 to \$25.49 per hour, or \$45,053 to \$53,019 per year.

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

Sewer Maintenance Workers perform a full range of duties including, but not limited to, cleaning storm and sanitary sewers, maintaining other critical sanitary and stormwater drainage infrastructure such as lift stations, and completing other assignments necessary for the Sewer Section to perform its duties.

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

This position does not directly generate revenue for the City. However, the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of a Sewer Maintenance Worker position represents a reduction in the City's ability to provide sewer services in a timely manner.

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

When a Sewer Section position is vacant, duties are assigned to other Sewer Section employees as needed. When there is a lack of personnel, assignments are prioritized. Lower priority assignments are either postponed or not completed.

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

The Sewer Section will continue to perform all of its core services. The City cannot stop maintaining its sewer systems, as they directly impact the health and welfare of residents. However, a reduction in staffing will result in a lower level of service to residents.

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

One alternative would be working overtime to maintain the required service. Another alternative would be outsourcing of services. Both alternatives pose potentially higher costs to the City.

**9. Are there union issues?**

No.

**10. Other supporting comments.**

None.



**Position Fill Request  
Justification Report  
May 1, 2019**

**Position Title:** Sewer Maintenance Worker – DPW Operations Division/Sewer Section

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

  X   **Replacement Position**             **Not a Replacement Position**

This position is vacant as the result of the retirement of John Stencil, effective June 3, 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 through the City's Sanitary Sewerage District and Stormwater Utility operating budgets. The current base rate for this position is Grade "G" of the City Pay Plan, which is \$21.66 to \$25.49 per hour, or \$45,053 to \$53,019 per year.

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

Sewer Maintenance Workers perform a full range of duties including, but not limited to, cleaning storm and sanitary sewers, maintaining other critical sanitary and stormwater drainage infrastructure such as lift stations, and completing other assignments necessary for the Sewer Section to perform its duties.

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

This position does not directly generate revenue for the City. However, the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of a Sewer Maintenance Worker position represents a reduction in the City's ability to provide sewer services in a timely manner.

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

When a Sewer Section position is vacant, duties are assigned to other Sewer Section employees as needed. When there is a lack of personnel, assignments are prioritized. Lower priority assignments are either postponed or not completed.

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

The Sewer Section will continue to perform all of its core services. The City cannot stop maintaining its sewer systems, as they directly impact the health and welfare of residents. However, a reduction in staffing will result in a lower level of service to residents.

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

One alternative would be working overtime to maintain the required service. Another alternative would be outsourcing of services. Both alternatives pose potentially higher costs to the City.

**9. Are there union issues?**

No.

**10. Other supporting comments.**

None.

**Position Fill Request  
Justification Report  
April 30, 2019**

**Position Title:** Street Section Superintendent – DPW-Operations 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 will be vacant as the result of the resignation of Street Section Superintendent Tony R. Fietzer, effective at the end of the workday on Tuesday, May 28, 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, the 2019 salary range for a DPW Superintendent is \$66,851 to \$78,644 per year, with the possibility for salary increases above the top of the range based on performance.
- 3. Please list the functions and any special information regarding this position.**  
The Street Section Superintendent is responsible for managing daily activities of Operations Division Street Section, including 1) prioritizing and coordinating work assignments, 2) interpretation of labor agreement language as it applies to allowable work duties, 3) problem-solving, 4) project planning, and employee discipline. This position manages and assures proper implementation of the City's infrastructure maintenance programs; including street sweeping, grass maintenance for DPW properties and street R/W, private property grass/weed and snow/ice ordinance enforcement, pavement patching and joint/crack sealing, roadway snow plowing and ice control, traffic control device installation and repair, seasonal yard waste collection, yard waste center operation, and special projects as assigned by Engineering Division.
- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**  
Yes, the Street Section Superintendent serves as the City Weed Commissioner. Revenue is generated under the Weed Commissioner's authority through enforcement of the grass/weed ordinance. Similarly, revenue is generated through enforcement of the snow/ice control ordinance. The Street Section Superintendent also manages the sale of processed yard waste material to vendors and contractors, and generates cost accounting records and invoices for services performed.
- 5. Please explain why current staff is unable to absorb duties of this position.**  
Until the early 1990's, Operations Division had 11 supervisory staff members covering four (4) sections; *averaging 2.75 supers per section*. At that time, there was little (if any) crossover of responsibilities between sections. Operations Division currently has six (6) supervisory staff covering three (3) sections; *averaging 2.0 supers per section*. Workload of the current supervisory staff is maximized.
- 6. If duties of position are presently being done, how are they done?**  
Existing Superintendents and the Operations Division Director will temporarily cover Street Section Superintendent duties during the vacancy

- 7. What service would be reduced or eliminated if this position is not filled?**  
DPW services will not be eliminated if this position is vacant. But the timely and efficient delivery of those services will be impacted. As noted above, the Street Section Superintendent manages daily activity of the Street Section. This position's function is to plan and properly schedule work functions, prioritize assignments, evaluate existing work programs, track and keep records for all functions, address complaints, enforce work rules, and interact with the public and elected officials.
- 8. What are the alternative methods and costs of accomplishing the work?**  
There is no alternative method to accomplish this work. To effectively manage the day-to-day activities of Street Section there must be an on-site, focused Superintendent leading daily operations.
- 9. Are there union issues?**  
No, this is a non-represented administrative position
- 10. Other supporting comments.**  
None



Report to the  
Personnel Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # R.2.**

To approve request to reorganize the Mayor's office staff positions.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Personnel Committee Memo - Mayor's Office Reorganization 5-14-19
2. Personnel Committee - Executive Secretary to the Mayor JD - 5-14-19
3. Personnel Committee - Community Relations Assistant JD 5-14-19



# MEMORANDUM

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Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds  
Human Resources Director

Re: Request to Reorganize Mayor's Office

Date: May 14, 2019

## RECOMMENDATION

- I. The Mayor's Office requests the following Reclassification
  - A. Reclassify the Receptionist position from Pay Grade D (\$16.96-\$22.94) to Executive Secretary to the Mayor at Pay Grade G (\$21.66-\$25.49). The effective start date will be April 16, 2019 as the current receptionist has already been performing out of class work as an Executive Secretary to the Mayor on a temporary basis.
  - B. Reclassify the Executive Secretary position from Pay Grade G (\$21.66- \$25.49) to a Community Relations Assistant position at Pay Grade G (\$21.66-\$25.49). The start date will be June 1, 2019.
  - C. Both positions will serve at the pleasure of the Mayor.

## BACKGROUND

- II. The Mayor's office has four full-time positions: (1) Mayor; (2) Chief of Staff; (3) Executive Secretary; and (4) Receptionist. Mayor Genrich has evaluated these positions and would like to change the Receptionist to an Executive Secretary to the Mayor and an Executive Secretary to a Community Relations Assistant.

The Executive Secretary to the Mayor will report directly to the Mayor and Chief of Staff. In summary, the position will be responsible for answering phone calls for the Mayor's office and law department, screening calls and directing them to the appropriate staff, manage the Mayor's calendar, arrange meeting, schedule appointments, make travel arrangements and reservations, coordinate events for the Mayor's office, and assist in tracking expenditures for the Mayor's office budget.

The Community Relations Assistant will report directly to the Mayor and may take

direction from the Chief of Staff. In summary, the Community Relations Assistant will focus on constituent relations for both the Mayor and the Common Council, research projects, assisting with recruiting appointees for Boards and Commissions, and administers the special events process for the City.

Both positions will be placed in Pay Grade G at the recommendation based upon Carlson & Dettman's review.

### **FISCAL IMPACT**

- III. The restructuring results in a decrease for the 2019 budget of \$1,975.13. This takes into consideration the back pay for the receptionist who was performing Executive Secretary Duties and the proposed starting wages and benefits for both the Executive Secretary and the Community Relations Assistant.

| <b>Current Positions</b> | Total Budget<br>2019 |  | <b>New Positions</b>             | Total Budget<br>2019                |
|--------------------------|----------------------|--|----------------------------------|-------------------------------------|
| Receptionist             | \$30,033.66          |  | Executive Secretary to the Mayor | \$31,034.57<br>(Back Pay: \$221.32) |
| Executive Secretary      | \$35,871.65          |  | Community Relations Assistant    | \$32,674.29                         |
|                          | <b>\$65,905.31</b>   |  |                                  | <b>\$63,930.18</b>                  |
|                          |                      |  |                                  |                                     |
|                          |                      |  | <b>Total Decrease</b>            | <b>\$1,975.13</b>                   |

### **FUTURE EVALUATION**

- IV. As the Community Relations Assistant is a new position, the Mayor will continue to evaluate the Community Relations Assistant and the Chief of Staff positions to determine what the best job duties and responsibilities are for these positions to support his office and the City. The Mayor and Human Resources expect to evaluate these positions in the next three to four months to determine if any future reclassification needs to be done for the responsibilities and/or the pay grade.

c: Mayor Eric Genrich

# JOB DESCRIPTION

## City of Green Bay

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Position Title:</b>      | Executive Secretary to the Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Department:</b>          | Mayor's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Reports To:</b>          | Mayor (may take direction from the Chief of Staff)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Position Status:</b>     | Fulltime non-exempt position.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Salary Range:</b>        | Pay Grade <u>G31</u> , (\$ <u>21.6640,962</u> - \$ <u>29.3148,035</u> ) plus an excellent benefit package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Job Summary:</b>         | Position requires the highest degree of confidentiality and ability to handle multiple tasks at the same time. The position reports directly to the Mayor and Chief of Staff. An employee in this position must demonstrate integrity, honesty, loyalty, compassion and empathy towards the residents. This position also requires the employee to be an ombudsperson, <del>hostess</del> and confidant. The employee in this position may be asked to represent the Mayor's Office in a wide variety of internal and external activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Essential Functions:</b> | <ol style="list-style-type: none"> <li>1) <u>Answers calls for the Mayor's office and law department, screening callers and directing them to the appropriate staff; fields media inquiries; and explains policies and procedures. Prepares invoices, reports, memos, letters other documents, using word processing, spreadsheet, data base or presentation software.</u></li> <li>2) <u>Directs resident concerns to appropriate staff.</u></li> <li>3) Maintains Mayor's calendar, arranges meetings, schedules appointments, makes travel arrangements and reservations.</li> <li>4) Assists the Mayor <del>and Members of the Council</del> with constituency relations; including <u>the distribution of composing</u> proclamations, congratulatory letters, responding to inquiries, and general correspondence.</li> <li>5) Tracks various City Commissions and Boards and prepares appointment and reappointment letters as necessary.</li> <li>6) <del>Reads and analyzes incoming memos, submissions, and reports to determine their significance and plans their distribution.</del></li> <li>6) <del>Files and retrieves documents, records, and reports.</del> <u>Distributes and processes hang tags for boards and commissions.</u></li> <li>7) <u>Assists with tracking expenditures for the Mayor's office budget.</u></li> <li>8) <u>Coordinates events for the Mayor's office.</u> <del>Manages the events that are coordinated through the Mayor's Office.</del></li> <li>9) <del>Completes research, as required, for the development of speeches delivered by the Mayor.</del></li> <li>10) <del>Completes, as required, a review and briefing of Committee and Council materials for the use of the Mayor and Council members as requested.</del></li> <li>10) <del>Develops and oversees the development and expenditures of the budget for the Mayor's Office.</del></li> <li>10) Initiates purchase requisitions for materials and supplies, monitors expenditures, processes bills. <del>Answers telephone, screens callers, explains policies and procedures, and responds to various inquiries.</del> <u>Files and retrieves documents, records, and reports.</u> Maintains filing system <u>and</u>, opens and distributes mail, <del>and</del></li> </ol> |

~~January 28, 2013~~ May 14, 2019

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <p><del>maintains attendance records.</del></p> <p>11) Performs other appropriate duties as assigned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Knowledge, Skills And Abilities</b>  | <ul style="list-style-type: none"> <li>▪ Knowledge of administrative and clerical procedures and systems such as word processing, excel, managing files and records, designing forms, and other office procedures and terminology.</li> <li>▪ Knowledge of electronic equipment, computer hardware and software, including applications and programs.</li> <li>▪ Knowledge of principles and processes for providing customer service. This includes customer needs assessment, meeting quality standards for services and evaluation of customer satisfaction.</li> <li>▪ Comprehensive knowledge of business letter writing and forms, letter procedures, forms and terminology, standard office procedures and routine and departmental operations.</li> <li>▪ Comprehensive skill in providing a full range of secretarial services including use of discretionary judgment in dispensing information.</li> <li>▪ Considerable skill in organizing and maintaining a variety of office records and confidential files, determining the formats for reports and various documents and correspondence, composing letters or memoranda, preparing reports and establishing and maintaining files and records.</li> <li>▪ Ability to work independently without specific instructions and handle confidential material with discretion; transcribe minutes; supervise and train employees; communicate effectively both orally and in writing; establish and maintain effective working relationships with staff and the public.</li> <li>▪ Ability to work the required hours of the position.</li> <li>▪ Typing and other testing tools will be used to assess skills.</li> </ul> |
| <b>Minimum Education And Experience</b> | <ul style="list-style-type: none"> <li>▪ Associate degree preferred, Bachelor's degree highly desirable.</li> <li>▪ Three to five years related experience desired.</li> <li>▪ A combination of equivalent experience and/or education may be considered.</li> <li>▪ Must have advanced word processing and other office software skills.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Physical Requirements</b>            | <p>Ability to perform the following activities:</p> <ul style="list-style-type: none"> <li>• Lifting and carrying up to 20 pounds.</li> <li>• Frequent standing and sitting.</li> <li>• Ability to focus for long periods of time on projects.</li> <li>• Ability to reach, stoop, and lift.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

The above is not to be construed as an exhaustive statement of duties, responsibilities, or requirements.

I have read the above position description and understand the duties and responsibilities of the position.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

~~January 28, 2013~~ May 14, 2019

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Employee Signature

# JOB DESCRIPTION

## City of Green Bay

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Position Title:</b>      | <del>Executive Secretary to the Mayor</del> <u>(Community Relations Assistant)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Department:</b>          | Mayor's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Reports To:</b>          | Mayor (may take direction from the Chief of Staff)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Position Status:</b>     | Fulltime non-exempt position.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Salary Range:</b>        | Pay Grade <del>31G</del> , ( <del>\$21.66-\$29.31</del> ) <u>40,962 – \$48,035</u> ) plus an excellent benefit package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Job Summary:</b>         | Position requires the highest degree of confidentiality and ability to handle multiple tasks at the same time. The position reports directly to the Mayor and Chief of Staff. An employee in this position must demonstrate integrity, honesty, loyalty, compassion and empathy towards the residents <u>as this position focuses on constituent relations</u> . This position also requires the employee to be an ombudsperson, <del>hostess</del> and confidant. The employee in this position may be asked to represent the Mayor's Office <u>and Common Council</u> in a wide variety of internal and external activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Essential Functions:</b> | <ol style="list-style-type: none"> <li>1) Prepares invoices, reports, memos, letters other documents, using word processing, spreadsheet, data base or presentation software.</li> <li>2) <del>Maintains Mayor's calendar, arranges meetings, schedules appointments, makes travel arrangements and reservations.</del></li> <li>2) <del>Assists the Mayor and Members of the Council with constituency relations; including composing proclamations, congratulatory letters, responding to inquiries, and general correspondence. Concentrates on constituent relations for the Mayor and Members of the Common Council, receives and handles citizen complaints, investigates complaints and develops responses. Coordinates with the appropriate City staff to ensure service and timely resolution of complaints. Performs follow-up and develops response letters to complaints.</del></li> <li>3) <del>Assists the Mayor with composing proclamations, congratulatory letters, responding to inquiries and general correspondence.</del></li> <li>4) <del>Works with Mayor and Chief of Staff to recruit and appoint individuals to Boards and Commissions. Tracks various City Commissions and Boards and prepares appointment and reappointment letters as necessary.</del></li> <li>5) <del>Reads and analyzes incoming memos, submissions, and reports to determine their significance and plans their distribution. Works closely with the Chief of Staff and keeps Mayor advised of pending State and Federal Legislation, which may affect the City. Analyzes, studies, and researches items of special interest or concern for the Mayor.</del></li> <li>6) Files and retrieves documents, records, and reports.</li> <li>7) Manages <del>the</del> events that are coordinated through the Mayor's Office; <u>recruit special events for the City of Green Bay; coordinate and oversee the administrative process of special events with the event organizer and City staff.-</u></li> <li>8) <del>Completes research, as required, for the development of speeches delivered by the Mayor.</del></li> <li>8) Completes, as required, a review and briefing of Committee and Council materials for the use of the Mayor and Council members as requested.</li> </ol> |



January 28, 2013 May 14, 2019

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|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <p>9) <del>Develops and oversees the development and expenditures of the budget for the Mayor's Office.</del></p> <p>9) <del>Initiates purchase requisitions for materials and supplies, monitors expenditures, processes bills.</del> Answers telephone, screens callers, explains policies and procedures, and responds to various inquiries. Maintains filing system, opens and distributes mail, and maintains attendance records.</p> <p>10) Performs other appropriate duties as assigned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Knowledge, Skills And Abilities</b> | <ul style="list-style-type: none"> <li>▪ <u>Comprehensive knowledge of the major principles, practices, methods and techniques of public administration, knowledge of municipal, state and federal laws, knowledge of Council proceedings, general organization, responsibilities, functions and procedures of a municipality. Comprehensive knowledge of business letter writing, forms, procedures, and terminology. Considerable knowledge of ramifications and impact of federal grant programs.</u></li> <li>▪ <u>Skill in planning and working with others; skill in analyzing problems and developing appropriate recommendations. Good management and conflict resolution skills; good team skills.</u></li> <li>▪ <u>Considerable ability to plan, formulate policy and procedures. Ability to proficiently utilize a computer and the required software. Ability to work independently without specific instructions and handle confidential material with discretion.</u></li> <li>▪ <u>Ability to communicate effectively both orally and in writing.</u></li> <li>▪ <u>Ability to establish and maintain effective working relationships with staff, elected officials and the public.</u></li> <li>▪ <u>Ability to work the required hours of the position.</u></li> <li>▪ <del>Knowledge of administrative and clerical procedures and systems such as word processing, excel, managing files and records, designing forms, and other office procedures and terminology.</del></li> <li>▪ <del>Knowledge of electronic equipment, computer hardware and software, including applications and programs.</del></li> <li>▪ <del>Knowledge of principles and processes for providing customer service. This includes customer needs assessment, meeting quality standards for services and evaluation of customer satisfaction.</del></li> <li>▪ <del>Comprehensive knowledge of business letter writing and forms, letter procedures, forms and terminology, standard office procedures and routine and departmental operations.</del></li> <li>▪ <del>Comprehensive skill in providing a full range of secretarial services including use of discretionary judgment in dispensing information.</del></li> <li>▪ <del>Considerable skill in organizing and maintaining a variety of office records and confidential files, determining the formats for reports and various documents and correspondence, composing letters or memoranda, preparing reports and establishing and maintaining files and records.</del></li> <li>▪ <del>Ability to work independently without specific instructions and handle confidential material with discretion; transcribe minutes; supervise and train employees; communicate effectively both orally and in writing; establish and maintain effective working relationships with staff and the public.</del></li> </ul> |

~~January 28, 2013~~ May 14, 2019

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <ul style="list-style-type: none"><li>▪ <del>Ability to work the required hours of the position.</del></li><li>▪ <del>Typing and other testing tools will be used to assess skills.</del></li><li>▪ </li></ul>                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Minimum Education And Experience</b> | <ul style="list-style-type: none"><li>▪ <u>Requires Bachelor's degree in Public Administration, Business Administration, or related field.</u></li><li>▪ <u>Minimum of one year related experience required.</u></li><li>▪ <del>Associate degree preferred, Bachelor's degree highly desirable.</del></li><li>▪ <del>Three to five years related experience desired.</del></li><li>▪ <del>A combination of equivalent experience and/or education may be considered.</del></li><li>▪ <del>Must have advanced word processing and other office software skills.</del></li><li>▪ </li></ul> |
| <b>Physical Requirements</b>            | <p>Ability to perform the following activities:</p> <ul style="list-style-type: none"><li>• Lifting and carrying up to 20 pounds.</li><li>• Frequent standing and sitting.</li><li>• Ability to focus for long periods of time on projects.</li><li>• Ability to reach, stoop, and lift.</li></ul>                                                                                                                                                                                                                                                                                        |

The above is not to be construed as an exhaustive statement of duties, responsibilities, or requirements.

I have read the above position description and understand the duties and responsibilities of the position.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature



Report to the  
Personnel Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # R.3.**

To approve as amended at Committee the amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, to include policy regarding a Volunteer Time Off Program.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Personnel Memo - VTO Policy 5-14-19
2. Amended Chapter 9 - City VTO Policy

# MEMORANDUM

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Human Resources Department

To: Personnel Committee

From: Mayor Eric Genrich  
Joseph W. Faulds, Human Resources Director

Re: Volunteer Time Off (VTO) Policy

Date: May 14, 2019

## **City of Green Bay Volunteer Time Off (VTO) Policy**

The City of Green Bay is dedicated to enhancing the quality of life for all residents, businesses and employees through diligent management of our assets and wise investment in our strategic growth. To further this mission, the City would like to implement a Volunteer Time Off (VTO) Policy for employees. The VTO Policy is a benefit for employees that allow them to take paid time off to volunteer for local causes, charities, and nonprofits.

The overarching purpose of this policy is for the City of Green Bay to give back to the community. The City—through the nature of its operations as a local municipality—is already dedicated to giving back to the community and providing exceptional services and resources to its residents and businesses. The addition of a VTO policy creates another outlet for the City to give back and support our community. Employees will be able to take time out of their work day to volunteer in local causes, charities, and nonprofits that make a difference in the community. The volunteer opportunities may be to benefit local hospitals, schools, animal shelters, or to assist with children, the elderly, and people of all abilities. Overall, the implementation of the VTO policy shows that the City is committed to continuing to build this community into a place where people want to live, work, and raise a family.

Moreover, the VTO Policy can make a positive impact on the recruitment and retention of employees. Employee surveys have shown that employees expect their employers to support individuals in need by either donations or time, and studies have shown that employees want to work for a company that gives back.<sup>1</sup> In a 2017 Deloitte Volunteerism Survey, 89% of the respondents “[b]elieve that companies who sponsor volunteer activities offer a better overall working environment than those who do not,” and 77% “[s]ay company-sponsored volunteer activities are essential to employee well-being.”<sup>2</sup> In addition, employers that are committed to corporate responsibility reduce turnover rates and increase employee productivity and engagement.<sup>3</sup>

Furthermore, the City, like many other organizations, is continually looking to recruit the next generation of workers. At this time the next generation of workers is the Millennials and this group currently makes up the largest generation in the workforce. In 2015, six out of 10 Millennials say they chose their current employer “because they felt a sense of purpose there.”<sup>4</sup> In 2017, 72% of Millennials “expect their employer to allow workers to use time and

resources for positive social change.”<sup>5</sup> In order to recruit and hire this next generation of workers, it is very important to align the City’s mission with the same needs and wants that the candidates are searching for in an employer. This VTO policy helps align the City’s mission and vision with the views of job seekers (i.e. sense of purpose and allowed to use time and resources for positive change) to help improve the City’s ability to recruit and hire candidates.

Overall, this VTO policy will help the City recruit and retain talent and also do its part in making a difference in the community.

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<sup>1</sup> O’Donnell, Riia, *The What, Why, and How of VTO Policies*, March 18, 2019

(<https://www.zenefits.com/blog/vto-policies>)

<sup>2</sup> 2017 Deloitte Volunteerism Survey (<https://www2.deloitte.com/content/dam/Deloitte/us/Documents/about-deloitte/us-2017-deloitte-volunteerism-survey.pdf>)

<sup>3</sup> O’Donnell, Riia, *The What, Why, and How of VTO Policies*, March 18, 2019

(<https://www.zenefits.com/blog/vto-policies>); Sammer, Joanne, The Benefits of Philanthropy and Volunteerism, Feb. 23, 2016 (<https://www.shrm.org/ResourcesAndTools/hr-topics/benefits/Pages/philanthropy-volunteerism.aspx>)

<sup>4</sup> Sammer, Joanne, The Benefits of Philanthropy and Volunteerism, Feb. 23, 2016

(<https://www.shrm.org/ResourcesAndTools/hr-topics/benefits/Pages/philanthropy-volunteerism.aspx>)

<sup>5</sup> *Glassdoor Survey Finds Four in Five Americans Believe Employers Have an Important Voice in Politics and Society*, September 25, 2017 (<https://www.glassdoor.com/about-us/corporate-activism-survey/>)



## CITY OF GREEN BAY PERSONNEL POLICY

|                                                          |                                              |
|----------------------------------------------------------|----------------------------------------------|
| <b>Policy Title</b><br>Hours of Work and Fringe Benefits | <b>Policy Reference</b><br>Chapter 9         |
| <b>Policy Source</b><br>Human Resources Department       | <b>Legal Review Date</b><br>May 9, 2019      |
| <b>Personnel Committee Approval</b><br>May 14, 2019      | <b>City Council Approval</b><br>May 14, 2019 |

...

### 9.12 VOLUNTEER TIME OFF PROGRAM

Beginning July 1, 2019, the City of Green Bay has added a Volunteer Time Off (VTO) Program.

9.12.1 Purpose. The City of Green Bay is committed to enhancing the quality of life for all residents, businesses, and employees in our community. The purpose of the VTO Program is to further that mission by allowing employees to support local causes, charities, and nonprofits ~~by serving to serve~~ the community where we live and work.

9.12.2 Eligibility. All Full-Time and 37.5 Hour Employees who are not represented by a bargaining unit in the Fire, Police, and Transit Departments are eligible to participate in this program after six months from date-of-hire. The employee must provide reasonable notice to their supervisor and work demands may take priority over the VTO request. An employee will be ineligible if the employee has received a disciplinary action within 6 months of the date of the request to volunteer, is on a Performance Improvement Plan (PIP), or if the employee is on leave of absence of any kind.

9.12.3 Amount of Time. Full-time and 37.5 Hour Employees will be eligible for up to 24 hours per calendar year. For 2019, employees will receive 16 hours of VTO time. New hire VTO time will be prorated based on time of hire. To qualify as VTO, the volunteer work must be performed during the employee's working hours. VTO is refreshed at the beginning of each calendar year and cannot be accrued or carried over into the following year. VTO is never paid out if it is not used. VTO will be granted as paid time off if it is applied for the sole purpose of volunteering and can be used only for actual time volunteered. VTO cannot be counted as hours worked



for the purpose of overtime.

9.12.4 VTO Increments. Regular employees are encouraged to use the VTO in half or full day increments, but smaller increments can be used with approval by the employee's supervisor.

9.12.5 Procedure. An Employee requesting VTO must complete a Volunteer Time Off Form and submit the form to his or her supervisor for approval with reasonable advance notice of the proposed time off. The supervisor should consult with Human Resources with any questions or concerns before approving or denying the request. Approval is within the discretion of the supervisor, based on the business and operational needs of the department. Supervisory decisions related to volunteer time off requests are not covered by the City's Grievance Policy. In the event that the time proposed conflicts with business needs, the supervisor may suggest alternate times that the employee may use Volunteer Time Off. After an employee volunteers, the employee shall submit a verification form to his or her supervisor to confirm the date and time spent volunteering.

The volunteer benefit may not be used for organizations that discriminate based on creed, race, color, national origin, religion, age, disability, sex, gender, sexual orientation, marital status, pregnancy, or any other legally protected classification.

9.12.6 Discontinuance. The City reserves the right to modify, amend, suspend, or discontinue this program at any time. A supervisor along with Human Resources approval also reserves the right to revoke approval to prevent or address employee misuse of the program.



Report to the  
Personnel Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # R.4.**

To approve amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, Section 9.2, Hours of Work, to include policies regarding Flex Scheduling and a Summer Work Schedule.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Personnel Memo - Flex Scheduling Policy 5-14-19
2. Chapter 9 - City Flex Scheduling and Summer Hours Policy - Personnel Committee - 5-14-19

# MEMORANDUM

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Human Resources Department

To: Personnel Committee

From: Mayor Eric Genrich  
Joseph W. Faulds, Human Resources Director

Re: Flex Scheduling and City Hall Summer Hours

Date: May 14, 2019

## **Flex Scheduling**

The City recognizes that it is important to help our employees achieve a desired work-life balance and providing a flexible work schedule is one way the City can assist in this area. The proposal is to formalize a policy where employees—with approval of one's supervisor—may be able to flex their schedule as long as the operational needs of the department are being met. Flexing one's schedule may include coming in late, having a longer lunch, leaving early or being gone for a portion of the work day. This flexibility is to accommodate employees with the everyday issues that come up such as family needs, medical appointments, and personal obligations.

There are benefits for both the employee and employer with flexible scheduling. Flexible scheduling has even shown to improve employee morale, engagement, help with recruitment and retention, and improve the image of the employer as providing a work friendly environment.

## **Summer Hours**

The City's proposal for core hours during the summer for City Hall are 7:30am-5:00pm (Monday through Thursday) and 7:30am-11:30am Friday starting from Memorial Day weekend through Labor Day weekend. The purpose of the summer hours schedule is to balance the City's priority of providing exceptional customer service to community members and provide a flexible schedule for our employees.

The City will be extending its hours open to the public 30 minutes in the morning and 30 minutes in the evening Monday through Thursday. This provides more accessibility for the public to receive services. Adding an hour each day from Monday through Thursday is to help offset the hours on Friday afternoon that City Hall will be closed.

In addition, another reason for the implementation of Summer Hours is that the City has improved the public's accessibility to City resources and services through the City website. A great tool for residents and businesses to use is the Request for Service tab on our website. This allows constituents to request services for Inspection, Sanitation, Sidewalk and Pavement, Traffic, Parks, Street, Erosion Control, Parking, Recreation and Graffiti. Each department is

responsible for receiving and responding to the requests.

Moreover, applications for licenses in the Clerk's office are all located on the City Clerk's webpage. Individuals are able to access the applications and can mail in the application with the required information. The application is reviewed internally and then the Clerk's office can mail the license to the applicant. For licenses that require insurance and bonding, the COI and documentation can be emailed or faxed to the Risk Management Division. One license that individuals have to physically come into City Hall is for a Concrete Sidewalk Builder where they need to bring in the concrete stamp for approval. Further, the City website offers resources for elections as well which includes registering to vote, whose on my ballot, where is my polling location, and requesting an absentee ballot.

For Community and Economic Development any application for a permit can be submitted online, reviewed digitally and approved by City staff, payment can be submitted online, and the permit can be issued via email or online. However, some individuals do come into City Hall who may not have internet or a computer, do not use a Credit Card and want to pay cash, or are submitting Hard Copies of building plans for new homes or larger additions. Further, the administrative staff handles most of the public complaints and scheduling of inspections over the phone. Complaints can be sent through the City website, but at this time, scheduling of inspections is not available through the City website.

For the Parks department, the busy time for the administrative staff is in the Winter/Spring through May when they are preparing for the summer programs with regards to summer employment, and the public requesting reservations and registrations for programs. This means that most of the services provided (for summer programs) occur before summer hours would be implemented. The administrative staff's work during the summer months supports the external operations in regards to services like billing. Similar to the other departments, Parks services can be accessed online: tree service, reservations for shelters, Bay Beach, the Wildlife Sanctuary, and registrations for parks programs.

For DPW, almost all of the services can be accessed online. Press releases, public notices of road/bridge closures, snow emergencies, bulk waste pick-up and brush collection, and Notices to Contractors for DPW projects for bid can all be accessed online. Other resources that can be accessed online are schedules for garbage/recycling pick-up, residents can order garbage and recycling carts, information for waste drop off, information on yard waste/brush collection and drop off sites, requests for street & sign maintenance. There are also licenses that are covered through the Clerk's office and discussed above.

For parking needs, there is a mobile parking app, information on parking in ramps, handicap and event parking that can be accessed online. The cost of parking, paying parking violations, can all be done online including overnight on street parking requests can be done online.

The list of bid projects and summaries are found online, storm water management information is found online, and contractors' information on DWP projects and Standard Specifications & Construction standards can all be done online through our website. Lastly, obstruction and excavation permits need to be handled in person at City Hall, block party and revocable occupancy permits applications can be found online, but applied for in person.

Overall, many of the services that the City provides can be accessed online and either processed online or mailed into City Hall for processing. This reduces the need for the public and the business to physically come into City Hall for services. This is a benefit to the public as they do not have to take time to travel to City Hall in order to receive City information or services.

As stated above, the City is looking to provide a flexible schedule to help our employees with their work-life balance. Summer Hours is an extension of the proposed flexible scheduling that allows the City to provide the same service to the public while improving our employees' work-life balance.



## CITY OF GREEN BAY PERSONNEL POLICY

|                                                          |                                              |
|----------------------------------------------------------|----------------------------------------------|
| <b>Policy Title</b><br>Hours of Work and Fringe Benefits | <b>Policy Reference</b><br>Chapter 9         |
| <b>Policy Source</b><br>Human Resources Department       | <b>Legal Review Date</b><br>May 9, 2019      |
| <b>Personnel Committee Approval</b><br>May 14, 2019      | <b>City Council Approval</b><br>May 21, 2019 |

...

### 9.2 HOURS OF WORK

The City retains the right to establish the work schedules and hours of work.

9.2.1 Work Day. The core hours for City Hall and other City offices will be 8:00 a.m. to 4:30 p.m.

- a. Non-exempt employees may regularly be assigned to work either 8 or 7.5 hours per day with a 1-hour unpaid lunch period. At the discretion of the department head the lunch period may be changed to a 30-minute unpaid lunch period and the work hours adjusted accordingly as long as the core hours are covered.
- b. Exempt employees will be allowed flexibility in scheduling their work day as long as they regularly cover the core hours and regularly work at least 40 hours per week, subject to department head approval.
- c. Flex Scheduling. A General Employee's Work Day hours may be flexed periodically with the approval of the employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone for a portion of a Work Day. Time must be made up within the same workweek and may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

9.2.2 Work Week. The regular work week for City Hall and other City offices will be Monday through Friday.



9.2.3 Alternative Work Schedules. At the discretion of the department head an alternative work schedule may be established within a department if such scheduling meets the demands and needs of the City. Any alternative work schedule established must have final approval of the Human Resources Director or designee. An alternative work schedule consists of regularly scheduling full-time employees to work one less work day every other week by working longer hours during the remaining days. The definition's intention primarily includes weekly and biweekly arrangements. Weekly arrangements such as 4/40 require 40 hours over 4-work days every week. Biweekly arrangements such as 9/80 require 80 hours over 14 calendar days every two weeks.

9.2.4 Summer Work Schedule. The core hours for City Hall during the summer are 7:30 a.m. to 5:00 p.m. (with a 30 minute lunch) Monday through Thursday and 7:30 a.m. to 11:30 am on Fridays, except for established holidays. For security purposes and to ensure compliance with wage and hour laws, City Hall shall close at 11:30am on Friday and employees are not permitted to work in City Hall after 11:30am on Fridays unless it is approved by the employee's Department Head or designee and the Human Resources Department. Summer schedules for seasonal, part-time, and operational employees will be determined by the department head. Summer hours will run from Memorial Day through Labor Day. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

9.2.55 Work Breaks. Employees working in offices may leave their place of work and return 15 minutes later for 2 work breaks in a 7.5 or 8 hour work day, one in the first half of the work day and the other in the second half of the work day. Employees not working in offices (example, performing field work) will be entitled to 2 work breaks. Work breaks not taken are lost and cannot be accumulated or used to extend lunch periods or shorten the work day.

9.2.65 Overtime. In accordance with the Fair Labor Standards Act (FLSA) non-exempt employees will receive overtime at the rate of 1½ times the employee's regular hourly rate and will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave, jury duty leave and paid military leave will be considered actual hours worked for the purposes of determining eligibility for overtime. Overtime hours must be approved by the Supervisor.

Overtime compensation may be in the form of compensatory time which may accumulate to a maximum of 80 hours during the course of the year and either be used or paid out prior to January 1 of the following year. Only time earned at the overtime rate of 1½ can be placed in the compensatory time bank.

Effective January 1, 2012 employees will receive only one cash-out per year of compensatory time at the end of the calendar year.

9.2.76 Compensatory Time. Exempt employees will be allowed compensatory time off on an hour for hour basis to a maximum of 64 hours per year. Such time will be calculated on a weekly basis and time not taken by the end of the year will be lost. Only overtime authorized by the department head or division head may be accrued and any time taken must be approved by the supervisor and documented on an approved City form.

9.2.87 Police Captains, Assistant Fire Chief, Division Fire Chiefs. These positions will not be eligible for overtime pay except for those events reimbursed by the Green Bay Packers or other special events where the funding for the officers and supervisors is paid directly by the special event sponsor and not the City as determined by the Chief.

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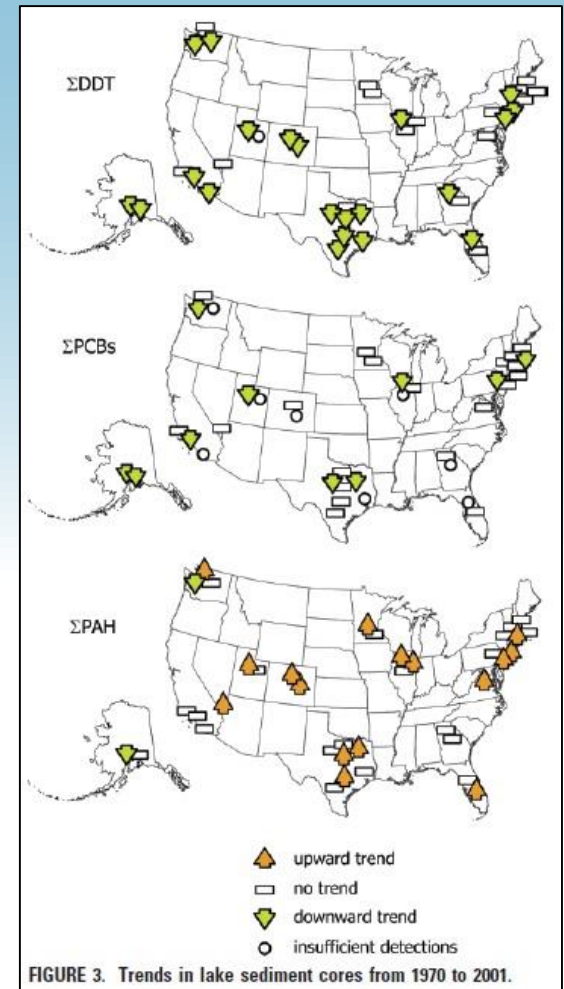
# Protecting Human Health & Aquatic Life from Toxic PAH Pollution in Stormwater



Your environmental voice since 1970  
[www.cleanwisconsin.org](http://www.cleanwisconsin.org) | Twitter: [@cleanwisconsin](https://twitter.com/cleanwisconsin)

# Introduction to PAHs

- Many PAHs are toxic, carcinogenic, or mutagenic to aquatic life and humans.
  - Exposure related to birth defects and developmental problems.
- 16 PAHs are on USEPA's priority pollutant list due to their toxic effects
- PAH contamination has been increasing
- Contamination is costly to remediate



Van Metre & Mahler 2005

# PAH Sources

## PAH Concentrations (mg/kg) in Urban Sources

Fresh asphalt: 1.5

Weathered asphalt: 3

Fresh motor oil: 7

Brake particles: 16

Road dust: 24

Tire particles: 86

Diesel emissions: 102

Gasoline emissions: 370

Used motor oil: 440

## Pavement Sealants

Asphalt based: 50

Coal-tar based: **70,000**



# Types of Sealants

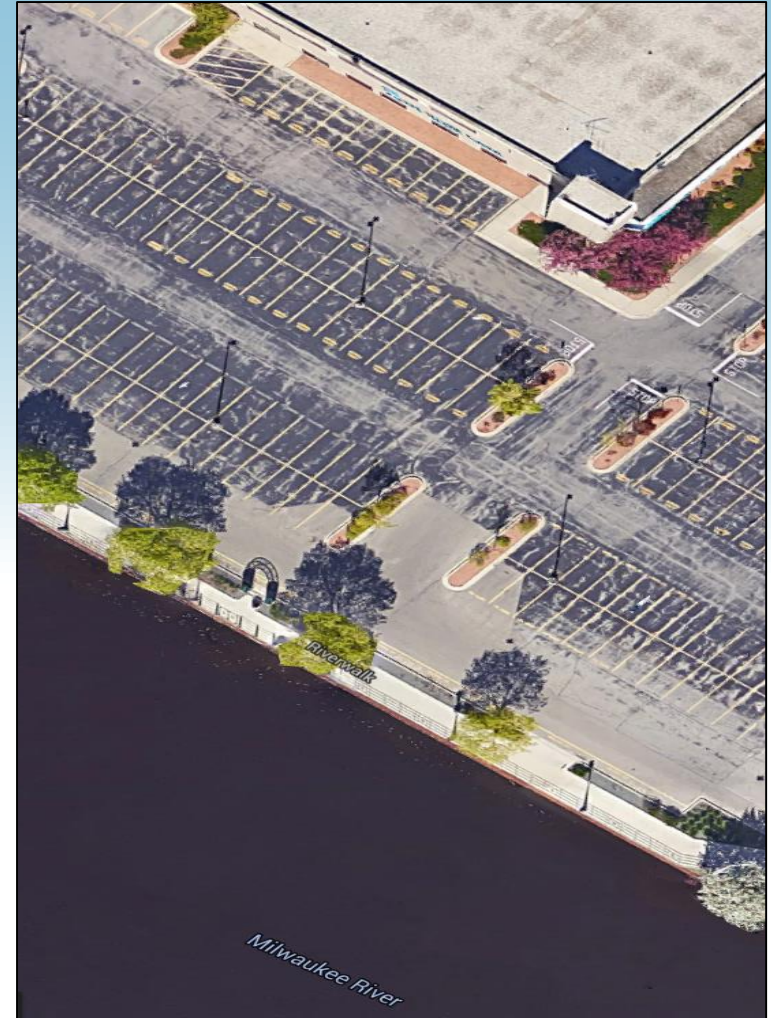
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- Coal-tar based: 50,000-100,000 mg/kg PAHs
- Asphalt-emulsion: 50 mg/kg PAHs
- Acrylic/Latex: PAH-free



# How do sealants pollute?

- Worn off by tires, snow plows, and general weathering.
- Particles wash into storm drains and waterways or tracked or blown into buildings
- Reapplication every few years ensures constant source of PAHs



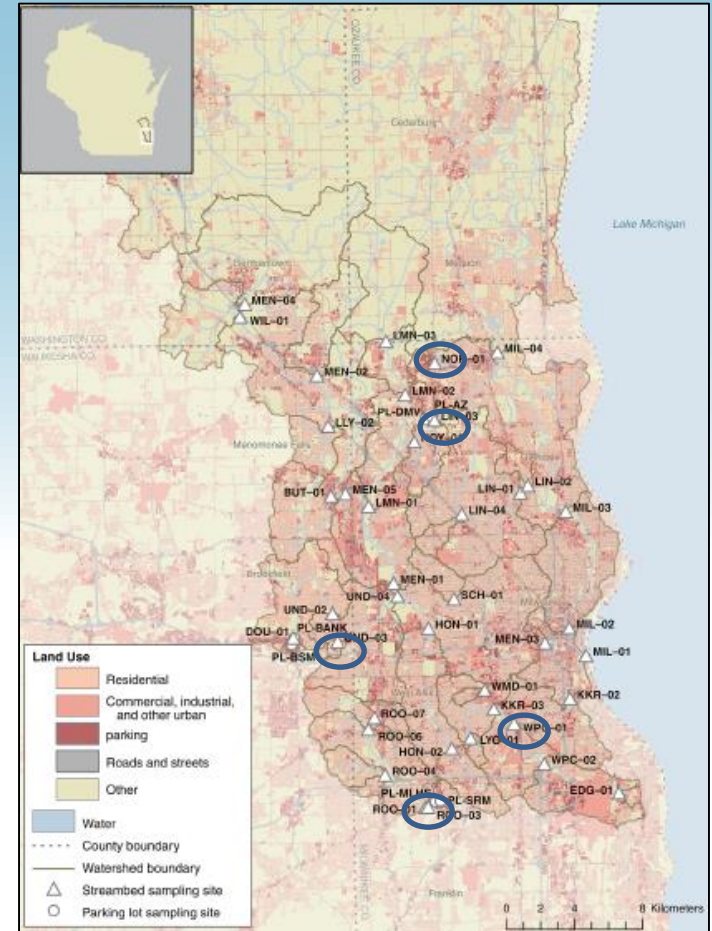
# Wisconsin Information

## USGS Milwaukee Study:

- 78% of samples exceeded probable effects threshold
- 77% of PAHs come from coal-tar-based pavement sealants

## Clean Wisconsin Sampling:

- PAH concentrations exceeded threshold effects concentration in most cities
- Coal-tar-based sealants identified as major source in all cities.



Baldwin et al. 2017

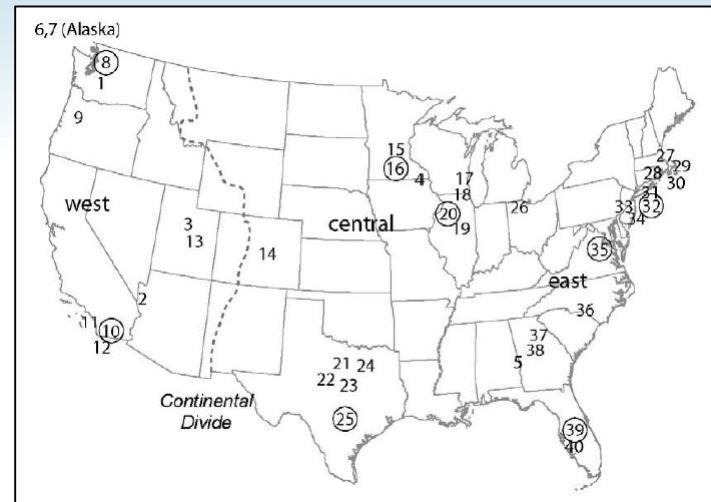
# Other Studies

## Minnesota Pollution Control Agency:

- 67% of PAHs in stormwater detention pond sediments traced back to coal-tar-based sealants.

## Also:

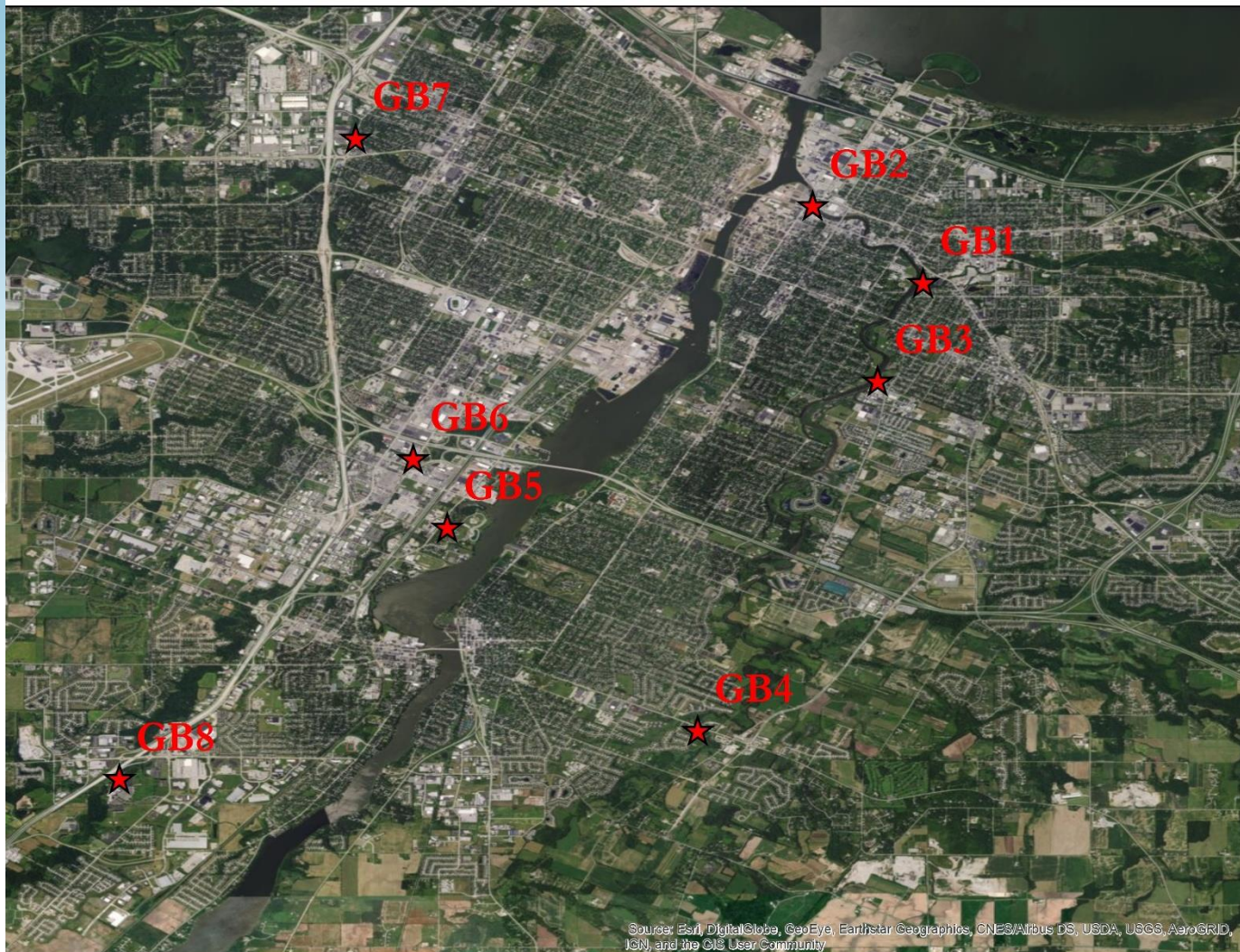
- Austin, TX
- South-central PA
- Toronto, Ontario (Canada)
- 40 US Lakes
- Lake Como, TX, watershed
- Springfield, MO



Van Metre et al. 2010



# CW Sampling: Green Bay Area

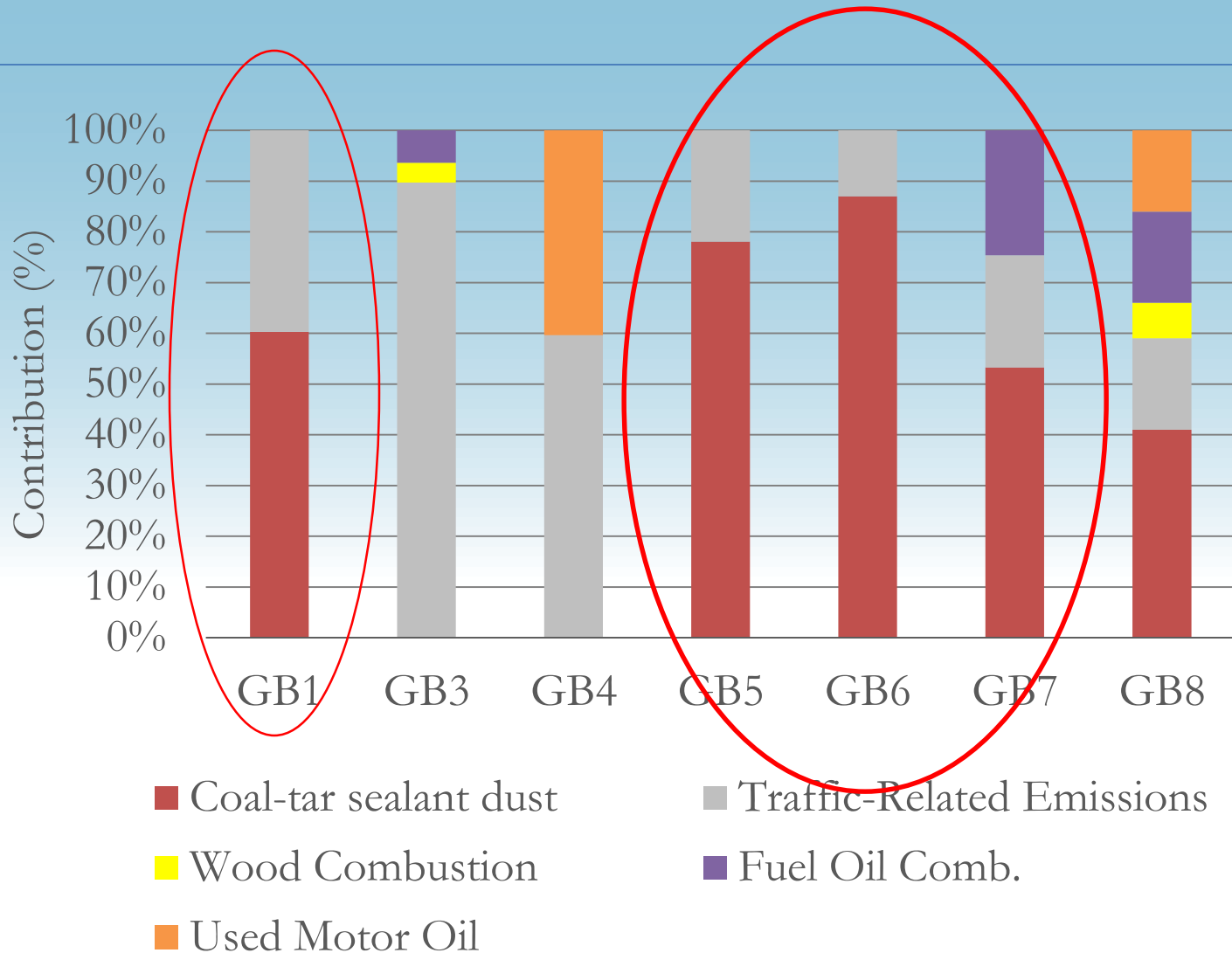


# CW Sampling: Green Bay Area

| Site                                 | PAH (mg/kg) |
|--------------------------------------|-------------|
| Baird Creek                          | 3.5         |
| East River ( Green Bay)              | 53.0        |
| East River (Bellevue)                | 0.7         |
| East River (Ledgeview)               | 1.5         |
| Ashwaubenon Creek (Ashwaubomay Park) | 3.5         |
| Dutchman Creek                       | 3.4         |
| Beaver Dam Creek                     | 2.8         |
| Ashwaubenon Creek (Preserve Park)    | 0.6         |

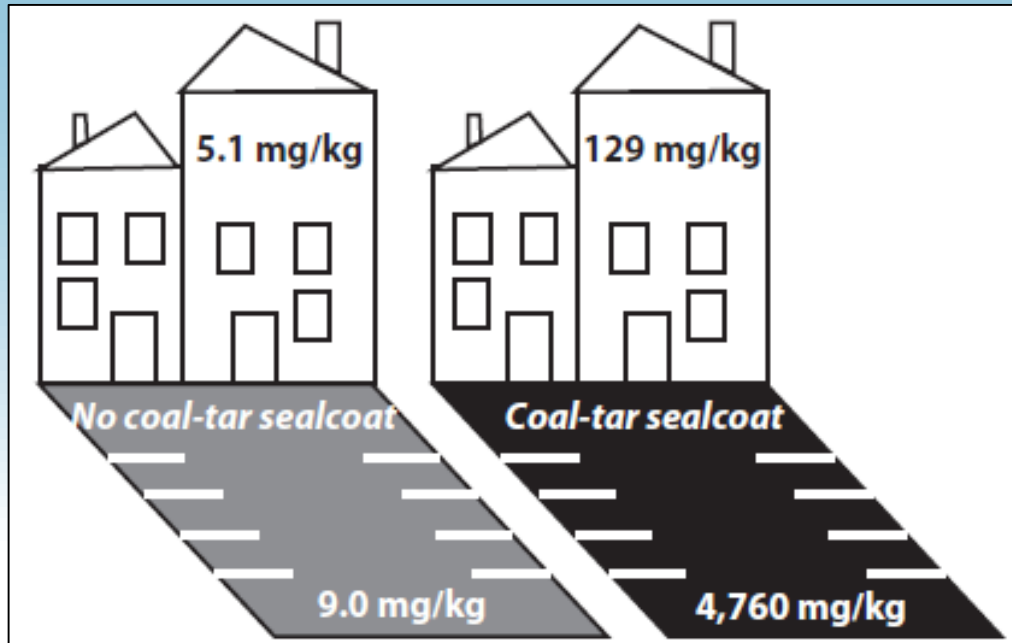
**Threshold effects concentration = 1.6**

# CW Sampling: Green Bay Area





# Public Health



Source: Mahler et al. 2010

Living next to a coal-tar-sealed parking lot as a child increases excess cancer risk by **14-fold**

- Williams et al. (2013) Cancer risk from incidental ingestion exposures to PAHs associated with coal-tar-sealed pavement. *Env. Sci. Tech.* 47: 1101-1109.

**American Medical Association:** “RESOLVED, That our American Medical Association advocate for legislation to ban the use of pavement sealcoats that contain polycyclic aromatic hydrocarbons”

# Public Health

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- Children's Hospital
- Health Canada
- Physicians for Social Responsibility
- Chicago Department of Public Health
- Connecticut Department of Public Health
- Illinois State Medical Society
- Respiratory Health Association
- Illinois chapter of the American Academy of Pediatrics

# PAHs and the Environment

PAHs accumulate in soils and waterbody sediment

Observed effects of exposure:

- Can kill invertebrates, fish and amphibians
- Developmental and reproductive effects in fish and amphibians
- Cause cancer, tumors and lesions in fish



# Stormwater Pond Maintenance Costs

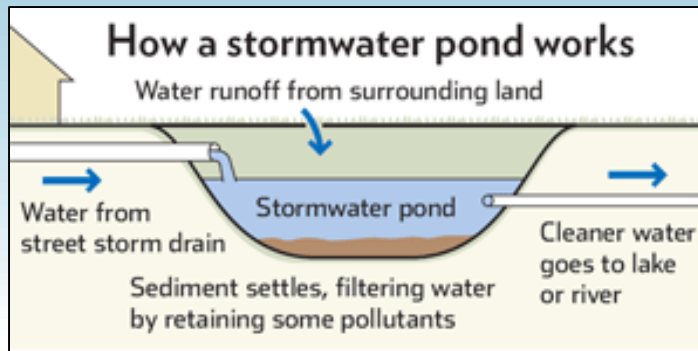
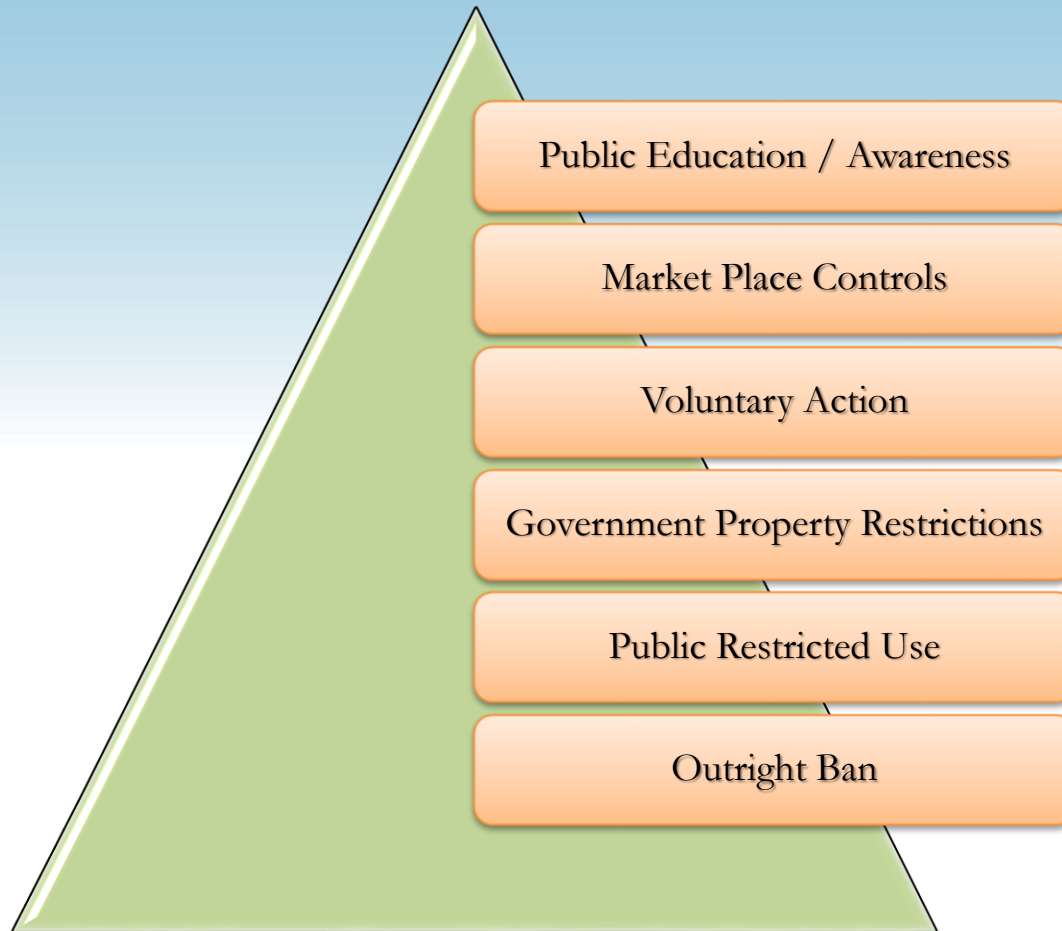


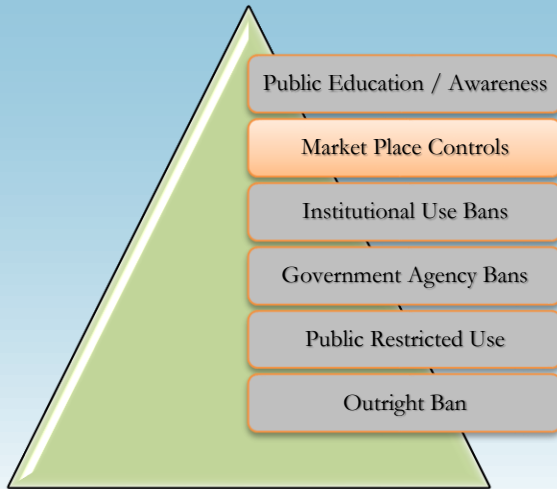
Image Source: Pioneer Press Graphics

- Built-up sediment must be removed periodically.
- Disposal of contaminated sediment is expensive
- Minneapolis-area municipalities currently suing coal tar manufacturers to cover disposal costs running in the millions of dollars.

# Action Options



# Action Options



Many retailers have stopped carrying coal-tar sealants

- However, most sealing done by commercial contractors



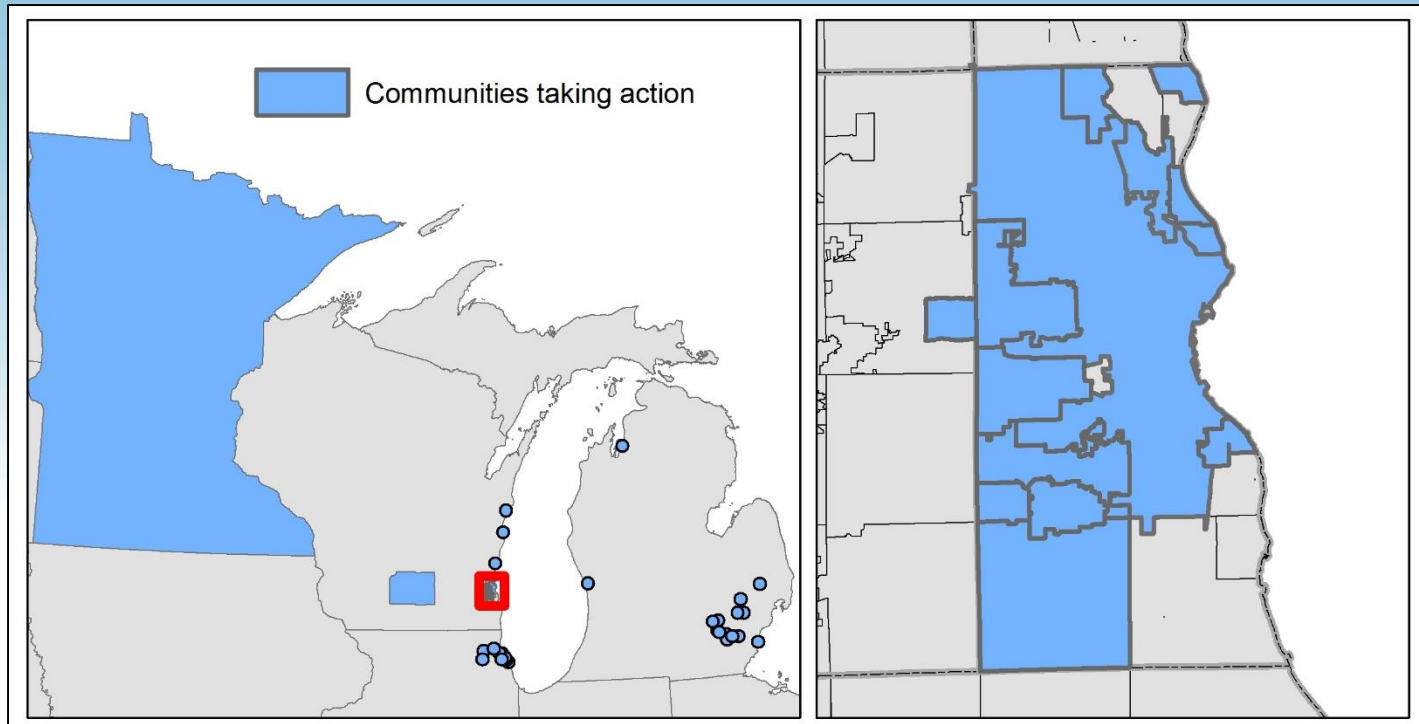


# Communities Restricting Use

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- **Restrict how/where high-PAH sealants can be used**
- **No use on public or municipal properties**
- **Outright ban**

# Communities Restricting Use



+ dozens of others around the county

# Enforcement Strategies

## Primary Enforcement

- Rely on outreach and education rather than policing parking lots.
  - Clean Wisconsin can help!

## Secondary Enforcement

- Opportunistic checks by municipal staff when out and about on normal business or tips from residents or other contractors.

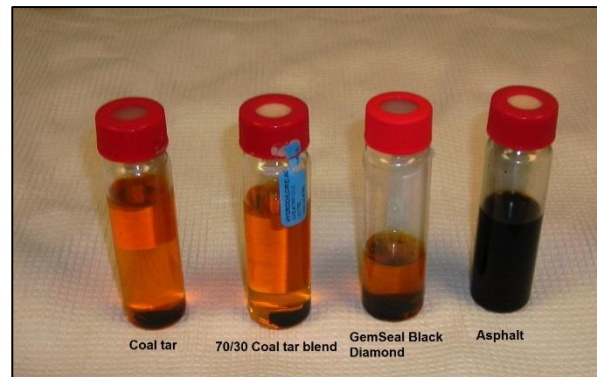
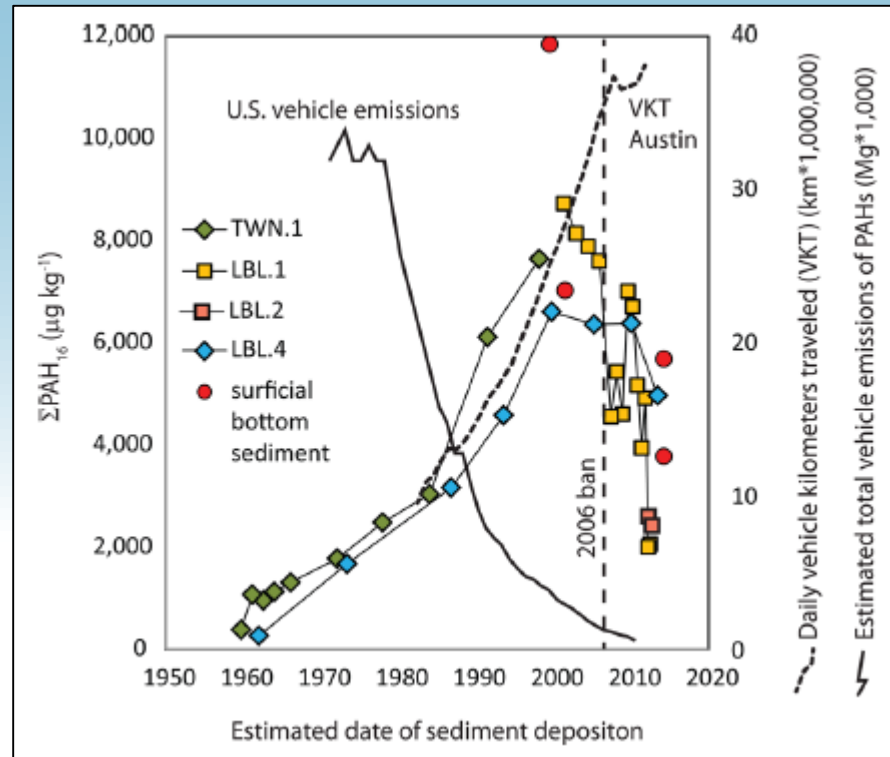


Photo credit: Dane County

Inexpensive screening  
test: low-PAH sealants  
dissolve in paint  
thinner

# Ordinances Are Effective

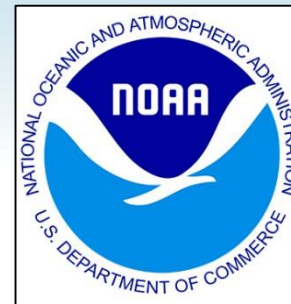


Source: Van Metre and Mahler (2014) PAH Concentrations in Lake  
Sediment Decline Following Ban on Coal-Tar-Based Pavement Sealants  
in Austin, TX. Env. Sci. Tech. 48: 7222-7228

# Summary

- PAHs are detrimental to the environment and human health.
- Studies find coal-tar sealants are a primary source of PAHs in areas where they are used.
- Arguments for policy action can be made on multiple grounds:
  - Human health
  - Environmental health
  - Economics
- Coal-tar sealants are a ***CONTROLLABLE*** source with ***REASONABLE*** alternatives available.

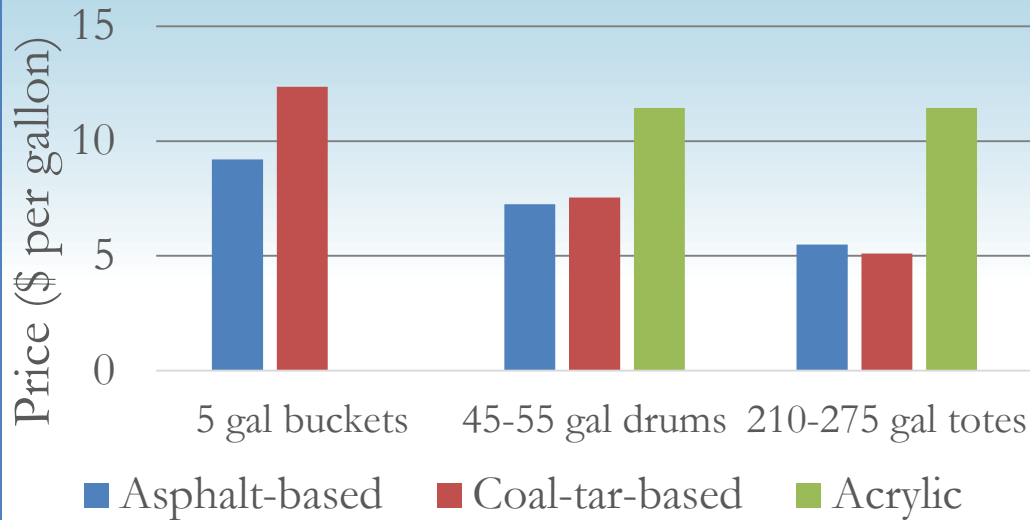
# Acknowledgements



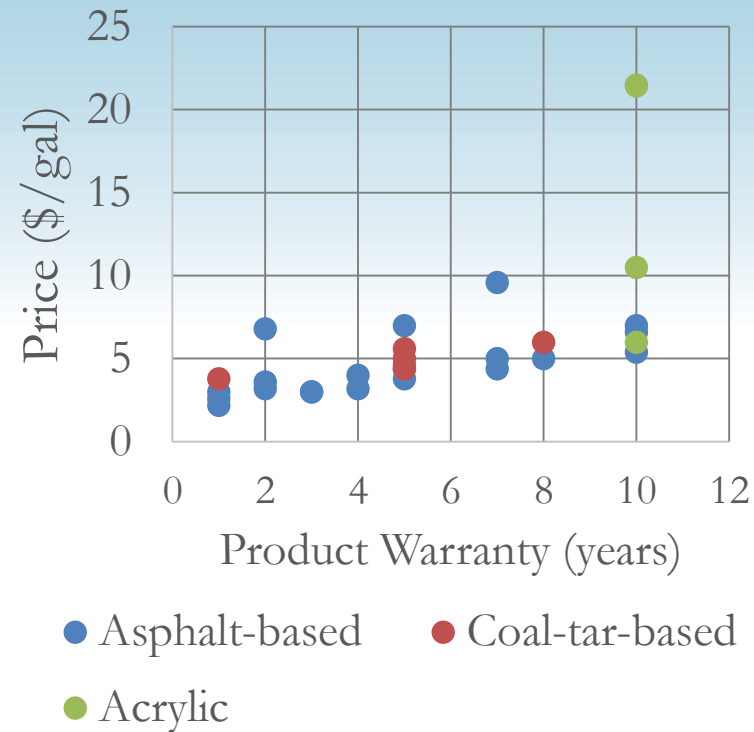


# Cost Comparison

## Commercial Prices



## Retail Prices





**To:** Members of the Green Bay Sustainability Commission  
**From:** Clean Wisconsin staff and Jon Richards  
**Re:** Summary of sealant ban enforcement elsewhere  
**Date:** May 2, 2019

We have asked municipalities in Wisconsin and elsewhere that have already passed ordinances banning high-PAH sealants to share their experience with enforcement. Such municipalities report that enforcement relies heavily on voluntary compliance, with the specter of substantial fines for failing to comply, and does not place a strain on municipal resources. Although ordinances passed carry fines, they are rarely if ever issued.

The model ordinance we are recommending for Green Bay relies heavily on voluntary compliance. It does not require permitting, testing or remediation.

The municipalities we surveyed report a temporary upfront workload for initial outreach to property owners, contractors, and applicators upon passage of the ordinance, followed by periodic reminders (e.g., in newsletters or utility bills in the spring, when people are starting to think about property maintenance). A common theme is that the outreach and education about the ordinance was the most important part of the “enforcement” process.

All communities we are aware of have a fine structure (e.g., higher amounts for repeat offenders) in place for violations. However, municipalities commonly do not strictly enforce the ban against a party on the first violation. The first violation is used, instead, as an educational opportunity. As long as the fine is stiff enough to act as a deterrent to the small percentage of intentional bad actors, the high-PAH sealants will stop being used, as evidenced by the communities we’ve talked to saying they don’t see violations after the first few years.

The word quickly gets out to the limited universe of applicators and the municipalities see no, or very few, violations after the first couple of years meaning that there is minimal enforcement workload in the long term.

Dane County, Wisconsin, which has had an ordinance banning high-PAH sealants in place for nearly 10 years, provides an instructive example about how to effectively enforce such an ordinance. There, potential applicators are identified each spring via an internet search. Letters informing those applicators of the County ordinance are mailed out. The County then relies on tips, mainly from other contractors, about the use of coal-tar sealants, with some opportunistic project checks when they are encountered during normal duties. The County uses the field screening test linked below to identify potential violations that would need follow-up.

There are a variety of enforcement methods we heard about and are happy to discuss further, but in brief they are as follows:

- 1) The most common approach, and the one most commonly used in Wisconsin, is to simply have municipal staff ask for sealant product information when they encounter a sealing project while out and about on normal duties. This direct interaction has proven effective in increasing awareness about the ordinance within the affected community.
- 2) A more aggressive approach, employed by several communities in Illinois and Michigan, is to have a permit or registration system for commercial applicators. There's a small annual fee (\$100-\$200) to cover some administrative costs, and applicators must state that they will only use approved sealants. When municipal staff encounter a project, they ask to see their permit or registration. The model ordinance we are recommending to the City of Green Bay does not require a permitting system.
- 3) At the extreme end of the enforcement spectrum are statutorily-required quotas for parking lot tests. This was only used by Washington, DC, where they are required to test 60 parking lots a year. Their ban included funding specific to covering this enforcement. The model ordinance we are recommending to the City of Green Bay does not require a testing system.

To the extent Green Bay desires to take steps beyond recommending compliance, we can assist staff on knowing how to identify high-PAH sealants based on the product name or the product's MSDS information. A list of products is attached and can be provided in a more detailed format if that would be helpful.

For lots that have been recently sealed but staff missed the actual application, there is also an inexpensive and easy-to-use field screening test that staff can use to screen a recently-sealed parking lot for use of a coal-tar sealant: <http://www.austintexas.gov/sites/default/files/files/Watershed/coaltar/SR-12-08-sealant-solvent-screening-method.pdf>. A follow-up lab test would be needed to confirm the presence of coal tar to pursue enforcement.

To the extent Green Bay desires to engage in requiring parties to remediate a surface covered with high-PAH coal tar sealant, please note that some municipalities require removal via shotblasting for egregious violations. It is very expensive to do this, and in Wisconsin it is difficult to find people who can do the work. Other places require the high-PAH sealant be covered over by a low-PAH sealant.

In summary, municipalities enforcing ordinances that ban high-PAH sealants rely on educational outreach as the main mechanism to promote compliance rather than trying to catch, punish and remediate every application.

A final note is that counties and municipalities in the Maryland/Washington, D.C. area mentioned how their work got easier as more and more places around them passed bans. Thus, as (hopefully) other nearby municipalities join Green Bay in passing bans, regional market forces kick in, further reducing enforcement workloads.

# DANGEROUS DRIVEWAYS TOXIC PAH POLLUTION FROM TAR-BASED SEALANTS



CHILDREN LIVING FROM BIRTH TO  
AGE 6 NEAR PARKING LOTS WITH  
TAR-BASED SEALANTS HAVE A  
**14x HIGHER LIFETIME  
CANCER RISK**

*Current Tar-Based Sealant Bans:*  
Ann Arbor, Michigan Annapolis/  
Anne Arundel County, Maryland  
Austin, Texas  
Brown Deer, Wisconsin  
Cwlth. of Massachusetts (use  
restriction)  
Dane County, Wisconsin  
Dexter, Michigan  
Elm Grove, Wisconsin  
Franklin, Wisconsin  
Glendale, Wisconsin  
Greendale, Wisconsin  
Greenfield, Wisconsin  
Hales Corners, Wisconsin,  
Milwaukee, Wisconsin  
Montgomery County, Maryland  
North Barrington, Illinois  
Port Washington, Wisconsin  
Prince George's County, Maryland  
San Antonio, Texas  
Shorewood, Wisconsin  
South Barrington, Illinois Spring  
Lake Township, Michigan State of  
Minnesota  
State of Washington  
Suffolk County, New York  
Van Buren Township, Michigan  
Washington, D.C.  
Wauwatosa, Wisconsin  
West Allis, Wisconsin Westwood,  
Massachusetts Whitefish Bay,  
Wisconsin Winnetka, Illinois  
Ypsilanti, Michigan  
... plus 28 others (and counting)

*Tar-based pavement sealants are the primary source of toxic PAH pollution in urban landscapes. Those PAHs are harmful to human health and hurt fish and other aquatic life in our lakes and rivers.*

## What are pavement sealants?

Pavement sealants, also known as “sealcoats” or “sealers,” are the jet-black coatings homeowners and contractors apply to residential, commercial, and industrial driveways and parking lots. There are two main types of pavement sealants on the market today: tar-based sealants (also called “coal tar-based”), and asphalt-based sealants.

## The problem with tar-based pavement sealants

Pavement sealants contain **polycyclic aromatic hydrocarbons** (PAHs), which are toxic compounds that can **cause cancer and developmental problems in children**. The American Medical Association and other public health groups have urged local and state governments to ban tar-based sealants due to their harmful health effects.

## How are people exposed to PAHs from tar-based sealants?

PAHs accumulate in soils, household dust, and carpets when particles of tar-based sealants are blown or tracked into homes, schools, and other buildings. The particles come from those sealants being worn down over time by weather, tire abrasion, and foot traffic. The toxic sealant particles are also washed off by rain and spring meltwater, ending up in our local water bodies.

***A recent study found that 77% of PAH pollution in Milwaukee streambeds came from tar-based sealants.***

## How significant is the health risk?

The coal tar pitch used in tar-based sealants is classified as a **hazardous waste**. Children living in homes where parking lots are coated with tar-based pavement sealants face a **14-fold increase in cancer risk** compared to those living next to unsealed lots, according to researchers at Baylor University and the U.S. Geological Survey. ***A lifetime of exposure can increase cancer risk by 38 times.***



### **“Whether sending their children to a playground or repairing a driveway,**

Americans are potentially being exposed to harmful carcinogens in coal-tar-based sealcoats.”

– American Medical Assoc.

#### **How to be PAH-safe:**

##### **Don't use tar-based pavement sealants**

If you feel you must seal your driveway or parking lot, then use asphalt-based sealants, which have 1,000-times lower PAH levels.

##### **Remove your shoes**

If you don't have control over your parking lot or driveway, try to keep sealant dust and soil out of your home by taking off shoes before entering.

##### **Look for hidden PAHs**

Tar can have a lot of different names, and some other byproducts can have very high levels of PAHs. To be safe, check the “Material Safety Data Sheet” of the product (try searching online) and avoid anything including CAS #'s **64742-90-1, 65996-92-1, 65996-93-2, 65996-89-6, 69013-21-4, or 8007-45-2.**

##### **Speak up**

Become an advocate in your community against the use of tar-based pavement sealants. More at [cleanwisconsin.org/our-work/pah](http://cleanwisconsin.org/our-work/pah).

## **Environmental impacts**

PAHs **kill small organisms** living on the bottoms of rivers and streams and can **cause tumors in fish and other large aquatic animals**. This could result in costly impacts on the ecological balance of aquatic environments. Even three months or more after sealants are applied, the tar-sealed pavement runoff can kill fathead minnows and water fleas, two indicator species used to assess chemical toxicity to aquatic life.

## **Economic Impacts**

PAH pollution from tar-based sealants can be a significant burden to taxpayers when municipalities are on the hook for cleaning up stormwater sediment ponds contaminated with PAH-laden sediment. In the Minneapolis metro area, the PAH cleanup from tar-based sealants is estimated to cost taxpayers hundreds of millions of dollars.

## **Are there alternatives?**

**Yes.** Asphalt-based pavement sealants have up to 1,000-times lower PAH levels and are no more expensive than tar-based sealants. Alternatives such as acrylic sealants or gravel parking lots and driveways have minimal PAH levels. Studies of an early PAH ban in Austin, Texas, show significant PAH reductions in local waterbodies.

## **How do tar-based sealants compare to other PAH sources?**

Other sources of environmental PAH pollution have significantly lower concentrations than tar-based sealants. Fresh asphalt, for example is about 1.5 parts per million (ppm) PAHs. Smoke from wood fires can range from 2 to 114 ppm, engine exhaust 102-370 ppm, and used motor oil around 440 ppm. **Tar-based sealants are hundreds to thousands of times worse**, at 50,000 – 100,000 ppm.

**WE IN WISCONSIN NEED TO FOLLOW THE LEAD OF OTHERS AND END THE SALE AND USE OF HIGH-PAH SEALANTS TO PROTECT OUR HEALTH AND ENVIRONMENT.**

*Visit [cleanwisconsin.org/our-work/pah](http://cleanwisconsin.org/our-work/pah) for more information.*

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To: Members of the Green Bay Sustainability Commission

From: Clean Wisconsin Staff and Jon Richards

Re: Public Health Danger and Local Solutions to Coal Tar-Based Pavement Sealant Toxicity

## **New evidence shows that coal tar-based pavement sealants are toxic to humans, contaminate the environment, and lead to costly clean-up**

- PAHs (polycyclic aromatic hydrocarbons) are found in coal tar-based sealants. PAHs are carcinogenic and cause birth defects in humans and are toxic to aquatic life.<sup>1</sup>
- PAHs are considered persistent organic pollutants like PCBs and DDT.<sup>2</sup>
- PAHs from coal tar-based sealants pose a human health risk, especially to children. Living near a sealed driveway increases cancer risk by 14 times for children.<sup>3</sup>
- A 2017 study by the United States Geological Survey in the Milwaukee area found that 78% of river sediment contained high levels of toxic PAH pollution and that coal tar-based sealants are the source of 77% of PAH contamination.<sup>4</sup>
- PAHs get into our waterways when the sealants break down and sealant particles enter run-off into lakes and streams, they get into our homes when people track the material inside, and children are exposed to PAHs when playing near driveways and on playgrounds.<sup>5</sup>
- Clean-up can be incredibly costly to communities, as sediment known to be contaminated with PAHs must be removed from stormwater detention ponds and riverbeds and placed in landfills to avoid harmful exposure.<sup>6</sup>

## **Banning Coal Tar Sealants is a simple, affordable, local solution to the serious public health threat of PAH contamination**

- Communities in Southeast Wisconsin and across the country are banning the use and sale of tar-based sealants containing PAHs to protect public health and the environment.<sup>7</sup>
- Most direct PAH contamination stays in a waterway within less than a mile of where it enters the waterway.<sup>8</sup>
- Communities like Austin, Texas have successfully banned PAH containing products leading to a 50% reduction in PAHs in the environment.<sup>9</sup> They have developed inexpensive and easy to use screening tests that allow residents and contractors to determine if prohibited sealers have been used.<sup>10</sup>



- Alternative sealcoats are widely available and contain 1,000 times fewer PAHs.<sup>11</sup> The cost of low-PAH alternatives is about the same as tar-based sealants, and in some cases, they are even more affordable.<sup>12</sup>
- Starting in 2020, the EPA will no longer allow industrial facilities that use coal tar-based sealants to be eligible for general stormwater permits.<sup>13</sup> According to the agency, banning coal tar sealants may be the most cost-effective approach to reducing local toxic exposure to PAHs.<sup>14</sup>
- Many retailers and contractors have discontinued use of PAH containing sealants, however these products are still available at some retailers.<sup>15</sup> In addition, commercial applicators and contractors who get supplies through wholesalers or directly from manufacturers may still be using high-PAH products.
- For market forces to be effective, a critical mass of municipalities with bans in place is needed to reduce toxic PAH exposure in our environment.<sup>16</sup>

## Clean Wisconsin Can Help

- Clean Wisconsin is ready to help your community reduce toxic exposure to high-PAH sealants.
- We can provide:
  - Presentations to community decision makers
  - Technical, policy, and legal assistance
  - Model ordinances
  - Background scientific research
  - Community educational materials for residents, property owners, and contractors

## Contact Our Team

- Jon Richards, Consultant to Clean Wisconsin, [jonr@zgkc-law.com](mailto:jonr@zgkc-law.com), 414-272-2295
- Ezra Meyer, Water Resources Specialist, [emeyer@cleanwisconsin.org](mailto:emeyer@cleanwisconsin.org), 608-251-7020 x20

## References and Additional Information

[1] The US Environmental Protection Agency (USEPA) and the International Agency for Research on Cancer have identified 7 different PAHs as being probable human carcinogens, and 16 PAHs are classified as priority pollutants by the USEPA due to their toxicity. Exposure has also been linked to birth defects and developmental problems in children. PAH contamination has numerous adverse effects on aquatic invertebrates, fish, and amphibians including increased mortality, reproductive effects, organ defects, tumors, and immune system impairments. Selected references: *Lupo et al. 2012. Maternal occupational exposure to polycyclic aromatic hydrocarbons: effects on gastroschisis among offspring in the National Birth Defects Prevention study. Environmental Health Perspectives 120: 910-915; Perrera et al. 2009. Prenatal Airborne Polycyclic Aromatic Hydrocarbon Exposure and Child IQ at Age 5 Years. Pediatrics 124: 195-202; Neff et al. 2005. Ecological risk assessment of polycyclic aromatic hydrocarbons in sediments: Identifying sources and ecological hazard. Integrated Environmental Assessment and Management 1:22-33; Myers et al. 2008. Improved flatfish health following remediation of a PAH-contaminated site in Eagle Harbor, Washington. Aquatic Toxicology 88: 277-288.*

[2] Persistent organic pollutants are carbon-based chemicals that are highly toxic and persistent in the environment. Due to their chemical properties, PAHs are resistant to degradation and remain in the environment for long periods of time, leading to accumulation in local soils and sediments. *National Institutes of Health. 2017. Tox Town: Persistent Organic Pollutants (POPs). Available at: <[https://toxtown.nlm.nih.gov/text\\_version/chemicals.php?id=86](https://toxtown.nlm.nih.gov/text_version/chemicals.php?id=86)>* Last accessed January 9, 2018.

[3] House dust in homes adjacent to parking lots sealed with coal-tar sealants was found to have 25 times greater PAH concentrations than house dust adjacent to unsealed lots or lots sealed with low-PAH alternatives. It was then calculated that lifetime excess cancer risk would increase 14 times for people who lived adjacent to sealed parking lots from birth to age six due to accidental ingestion of contaminated soil and house dust. *Mahler et al. 2010. Coal-tar-based parking lot sealcoat: an unrecognized source of PAH to settled house dust. Environmental Science and Technology 44:894-900; Williams et al. 2013. Cancer risk from incidental ingestion exposures to PAHs associated with coal-tar-sealed pavement. Environmental Science and Technology 47: 1101-1109.*

[4] A 2017 United States Geological Survey study found that 78% riverbottom samples in the study area (west to Brookfield, north to Germantown, south to Greenfield) exceeded PAH thresholds indicating probable adverse effects on aquatic life. Contamination was found throughout the study area rather than being concentrated in one area. Multiple diagnostic analyses all indicated that coal tar sealants were the primary source of PAHs, contributing 77% of the PAH contamination in the area. Coal-tar-based sealants have been repeatedly identified as major contributors to PAH contamination in cities throughout the country. *Baldwin et al. 2017. Primary sources and toxicity of PAHs in Milwaukee-area streambed sediment. Environmental Toxicology and Chemistry 36: 1622-1635; Van Metre & Mahler. 2010. Contribution of PAHs from coal-tar pavement sealcoat and other sources to 40 U.S. lakes. Science of the Total Environment 409: 334-344*

[5] Coal tar-based sealants, which are applied to pavement to beautify and protect the asphalt surfaces of residential driveways, playgrounds, and parking lots, contain high concentrations of PAHs. As the sealcoat weathers or is worn off by vehicle traffic, loose particles are washed off into nearby soils and waterbodies. PAH-contaminated dust from the sealed surface is also transported into homes by wind and on shoes and clothing. Since sealants need to be reapplied every few years, they create a steady source of PAHs to the environment.

[6] Many municipalities use detention ponds as a stormwater pollution control measure. To maintain performance, accumulated sediment will need to be periodically removed. However, sediment containing high levels of pollutants such as PAHs may need to be landfilled at significant expense to the municipality. Inver Grove Heights, MN, (population 34,000) is estimating that removing PAH contaminated sediment from its 140 stormwater detention ponds with PAH contamination will cost between \$1.5 and \$4 million. Estimates for disposal costs in the Minneapolis-St. Paul metropolitan area are up to \$1 billion if 10% of stormwater detention ponds have PAH concentrations above Minnesota's human-health risk-based Soil Reference Value. A study found that 2/3 of the PAHs in the stormwater ponds came from coal-tar-based sealants. *University of Wisconsin Extension. 2013. Avoiding high costs from stormwater sediments contaminated by coal tar-based asphalt sealcoats. Solid & Hazardous Waste Education Center Factsheet. Available at: < <http://shwec.engr.wisc.edu/wp-uploads/2015/08/Stormwater-Utilities-6-7-13.pdf>> Last accessed January 9, 2018; Crane. 2014. Source apportionment and distribution of polycyclic aromatic hydrocarbons, risk considerations, and management implications for urban stormwater pond sediments in Minnesota, USA. *Archives of Environmental Contamination and Toxicology* 66: 176-200.*

[7] We are aware of 37 municipalities or counties, 3 states, and the District of Columbia that have banned or restricted the use of coal tar-based sealants as of November 2017. For a full list see Clean Wisconsin factsheet entitled "Example Actions Taken on Tar-Based Sealants."

[8] Studies suggest that, while there is some transport downstream of PAHs that enter rivers and streams, PAH contamination from localized sources (e.g., sealed parking lots) remains close to the source. One study from found that the influence of industrial and commercial land use on river sediment PAH concentrations dropped off after 500-1000 meters downstream. At greater distances those land uses were not found to be increasing PAH concentrations in the river. This indicates that PAHs are settling to the bottom within ~2/3 of a mile. Similarly, two other studies, while not measuring specific distances, found localized "hot spots" of PAH contamination adjacent to suspected sources or urban centers compared to downstream concentrations. *Augusto et al. 2011. Evaluating sources of PAHs in urban streams based on land use and biomonitors. Environmental Science and Technology* 45: 3731-3738; *Sanders & Scott. 2002. Origin and distribution of polycyclic aromatic hydrocarbons in surficial sediments from the Savannah River. Archives of Environmental Contamination and Toxicology* 43: 438-448; *Liu et al. 2013. Comparison of sedimentary PAHs in the rivers of Ammer (Germany) and Liangtan (China): Differences between early- and newly-industrialized countries. Environmental Science and Technology* 47: 701-709.

[9] Researchers in Austin, TX, found that PAH concentrations in local lakes decreased by 58% in the eight years following the city's coal tar sealant ban. As far as we know this is the only place to study the effect of a ban, but other places such as Minnesota are planning to follow up after an appropriate amount of time has passed since their ban. *Van Metre & Mahler. 2014. PAH concentrations in lake sediment decline following ban on coal-tar-based pavement sealants in Austin, Texas. Environmental Science and Technology 48: 7222-7228.*

[10] A description and step-by-step instructions are available at:  
<<http://www.austintexas.gov/sites/default/files/files/Watershed/coaltar/SR-12-08-sealant-solvent-screening-method.pdf>> Last accessed January 9, 2018.

[11] Asphalt emulsion sealers are a widely-available, low-PAH alternative. They appear to have similar performance, although they do require slightly warmer temperatures for application cutting shortening the application season by a week or two on each end. Coal-tar-based sealants are typically 5-10% PAHs by weight, while asphalt-based sealants are 0.005% PAHs by weight. *Mahler et al. 2012. Coal-tar-based pavement sealcoat and PAHs: implications for the environment, human health, and stormwater management. Environmental Science and Technology 46: 3039-3045.*

[12] Based on prices advertised online in December 2017, coal tar-based sealants cost \$5-10 per gallon while asphalt-based sealants cost \$5-10 per gallon. PAH-free alternatives, such as acrylic or latex sealers, are also becoming increasingly available.

[13] Under the terms of a settlement agreement in *Waterkeeper Alliance v. EPA* (2d Cir. 15-02091), the EPA will propose that industrial facilities that use coal-tar sealants "and thereby discharge polycyclic aromatic hydrocarbons ('PAHs') in stormwater are not eligible for coverage under the [multisector general permit] and must either eliminate such discharges or apply for an individual permit." The full settlement agreement is available at: <[http://waterkeeper.org/wp-content/uploads/2016/08/Waterkeeper Alliance Settlement Agreement 08162016-EPA-MSGP.pdf](http://waterkeeper.org/wp-content/uploads/2016/08/Waterkeeper_Alliance_Settlement_Agreement_08162016-EPA-MSGP.pdf)> Last accessed January 9, 2018.

[14] EPA's own research found that surfaces sealed with coal-tar based sealcoat released 100-1,000 times more PAHs than other surfaces. Based on this, the agency has said that the most cost-effective approach for communities to address the toxic effects of PAH contamination may be to ban the products. *US Environmental Protection Agency. 2011. An assessment of water quality runoff from sealed asphalt surfaces. EPA/600/R-10/178.*

[15] Based on online searches in December 2017, Lowes, Home Depot, Ace Hardware, Menards, and Mills Fleet Farm do not offer coal-tar based sealants for sale. Coal-tar sealants are available from True Value and Blain's Farm and Fleet.

[16] The majority of sealcoating is done by professional applicators or contractors, who get their sealcoat in larger quantities directly from manufacturers or distributors rather than from retail stores. Furthermore, many applicators appear serve a wide area encompassing many Southeast Wisconsin

municipalities. Thus, retailers in a given municipality not carrying high-PAH sealants does not address the largest use of these products. It will take prohibitions across the majority of applicators' service areas for the market to start assisting local bans in phasing out the use of the product in the region.

A publication of the North American Lake Management Society

# LAKELINE

Volume 37, No. 1 • Spring 2017



## PAHs in Lakes

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# Call for Abstracts

November 6–9, 2017

The Westin Westminster • Westminster, Colorado

## Conference Theme

Colorado's water is used for fishing, drinking, farming, rafting, camping, mining, ranching, boating, snowmaking, brewing, and much more. All of these uses are supported with a statewide annual average of just 17 inches of rainfall. The lakes and reservoirs throughout the West and the Rockies do so much and finding balance in how we manage them is vital to meeting the ever-increasing demand for water.



**Finding Balance** is the key to managing our lakes, reservoirs, watersheds, and even day-to-day relationships with people. Come to Colorado in 2017 to hear some fascinating lake talks, see the mountains, and to hopefully find balance.

After 26 years, the Colorado Lake and Reservoir Management Association welcomes NALMS back to the headwaters state. Colorado is home to thousands of both natural alpine lakes and reservoirs across the state. We are proud of our mountains and appreciate the importance of our lakes and reservoirs. The conference will be held at the Westin Westminster, located between Denver and Boulder.

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## General Conference, Exhibitor & Sponsorship Information

NALMS Office

608-233-2836 • [www.nalms.org](http://www.nalms.org)

## Preliminary Session Topics

We encourage the submission of abstracts for papers or posters on any of the topics listed below, or abstracts that address topics of broad interest to the lake and reservoir management community.

- Reservoir Management
- Case Studies – both successful and less than successful
- Mixing and Aeration Systems
- National Lakes Assessment
- Alum treatment
- Harmful Algal Blooms
- Drinking Water Treatment
- Arid West Issues
- Invasive Species
- Inter-basin Water Transfers
- Western Water Law
- Watershed Management, including Wildfire Impacts and Acid Mine Drainage
- Water Quality Monitoring
- Climate Change Impacts
- Citizen Science
- Storm Water Impacts
- Agricultural Uses
- National Park Lakes and Reservoirs
- Data Analysis and Innovative Visualization Techniques
- Model Applications
- Regulatory Framework
- Communicating Lake Issues to Users and Other Stakeholders
- African Lakes
- Central and South American Lakes
- Beersheds and Brewing

## Important Dates

### May 31, 2017

Abstracts due.

### Late Spring

Registration opens.

### August 25, 2017

Registration and payment from presenters of accepted abstracts due.

### September 15, 2017

Early-bird registration deadline.

### October 27, 2017

Regular registration deadline.

# LAKE LINE

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2016 NALMS Photography Contest  
Editor's Choice Award winner – "Peaceful  
Foggy Morning" by Mark Howarth.  
Wildlife and aquatic organisms like this  
magnificent Great Blue Heron can be  
harmed by PAHs in the environment.

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# From Bill Jones the Editor

Spring is upon us and the longer days and warmer temperatures signal the time when many homeowners, businesses, agencies, and other organizations begin the annual task of working on priority outdoor maintenance projects around the home and community. Sometimes, however, projects that address an issue in one area can have unintended consequences that can be harmful in another area. The theme of our spring 2017 issue of *LakeLine* focuses on one

*LakeLine* encourages letters to the editor. Do you have a lake-related question? Or, have you read something in *LakeLine* that stimulates your interest? We'd love to hear from you via e-mail, telephone, or postal letter.

such issue. It is devoted to communicating what we've recently learned about a class of potentially toxic organic contaminants – **polycyclic aromatic hydrocarbons (PAHs)** – in urban lakes and streams.

## Q) What are polycyclic aromatic hydrocarbons (PAHs)?

A) PAHs are a large group of organic compounds created by heating or burning materials that contain carbon. They are an environmental concern because many have been shown to cause cancer, birth defects, or death in fish, invertebrates, and other wildlife. The U.S. Environmental Protection Agency (EPA) has classified seven PAHs as probable human carcinogens (Class B2) and 16 PAHs as Priority Pollutants. Environmental and health effects depend on which PAHs are present and their concentrations. Exposure to sunlight greatly intensifies the adverse effects of several PAHs. In the urban environment, PAHs almost always occur as mixtures, reflecting their many different sources. Most PAHs are insoluble in water. Thus, in the environment, they tend to accumulate in soils and sediments (Figure 1).

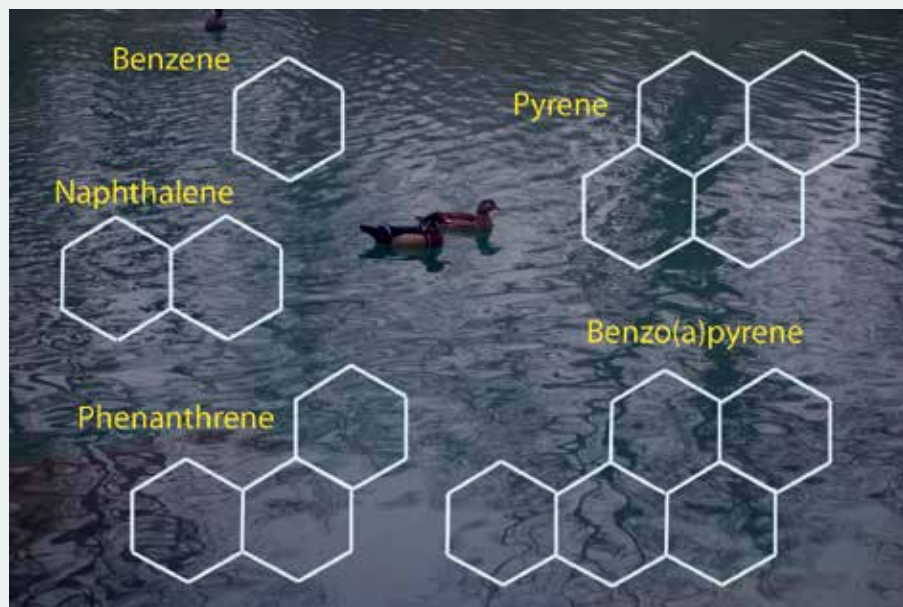


Figure 1. Several common PAH compounds showing different arrangement of benzene rings. (Peter Van Metre, U.S. Geological Survey).

Monitoring and research during the past 20 years by the U.S. Geological Survey has shown unexpected and alarming increases in concentrations of PAHs – in sediments of urban lakes across the United States while concentrations of other contaminants of concern, such as DDT and PCBs, were flat or decreasing (Figure 2).

Additional work done by state and federal agencies and universities has found that coal-tar sealcoat, applied to restore and protect asphalt driveways, parking lots, playgrounds, and hiking trails, is one of the largest sources of PAHs to urban streams and lakes. Over time, sealcoat wears off asphalt due to the abrasive action of vehicle tires and foot traffic. Small particles of sealcoat attach and mix with the dust on the pavement and wash off with stormwater where it may be transported directly to streams and lakes or may accumulate in the sediment of stormwater detention ponds. The accumulation in sediment ponds can result in considerable expense to communities that are responsible for the disposal of the contaminated sediment.

Spring is the season most commonly recommended for repairing and restoring asphalt surfaces through the application of sealcoat. So, in addition to describing the science that has been done on the trends, sources of these contaminants in urban watersheds, and their potential effects to humans and aquatic ecosystems, information about what local and State agencies are doing to successfully address some of the concerns related to coal-tar sealcoat and key best practices for use by homeowners in repairing and restoring asphalt pavement surfaces is provided.

We begin this issue with an article by **Peter Van Metre** and **Barbara Mahler** of the U.S. Geological Survey,



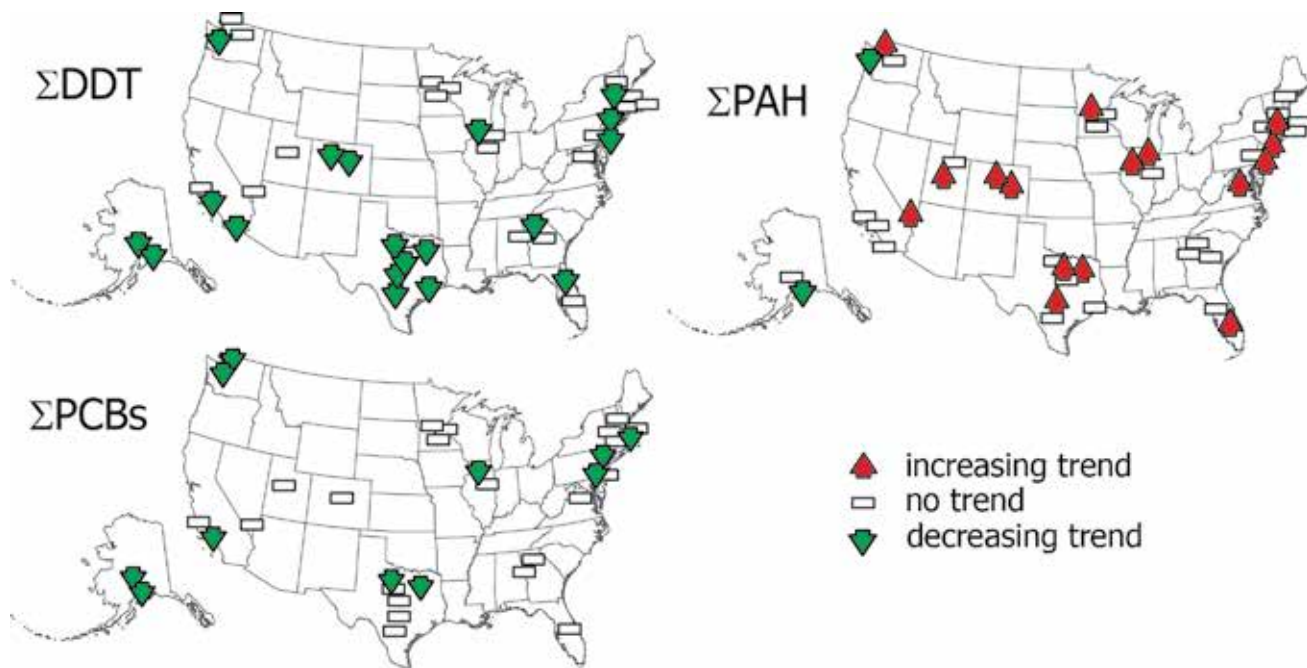


Figure 2. Map of U.S. showing trends in concentrations of PCBs, DDT, and PAHs in urban and reference lakes from 1970 to 2001.

#### Q) What is coal tar?

A) Coal tar is a thick, black or brown liquid that is a byproduct of the coking of coal for the steel industry or the gasification of coal to make coal gas. Coal-tar pitch is the residue that remains after various light oils are distilled from crude coal tar for commercial use. Coal-tar pitch is separated (refined) into 12 different viscosities, RT-1 (the most fluid) through RT-12 (the most viscous, and the viscosity used in coal-tar-based pavement sealcoat). Coal-tar emulsion pavement sealants contain either crude coal tar (Chemical Abstracts Service [CAS] Registry Number 8007-45-2) or coal-tar pitch (CAS Registry Number 65996-93-2). Coal tar and coal-tar pitch are known human carcinogens.

that presents findings from studies of 38 urban and reference lakes from across the nation that were sampled to determine how concentrations of contaminants in the environment were changing with time. The results of these studies showed improvements in water quality for some contaminants that have historically been of concern; but, unexpectedly, also showed that concentrations of PAHs were increasing in and around urban areas raising concerns that PAHs were becoming a threat to aquatic biota in urban streams and lakes. Research findings from work done to determine the relative contributions of PAHs from different sources in the urban environment is also presented.

In the second article, **Barbara Mahler** and **Peter Van Metre** summarize findings from field studies comparing PAH levels in soils, dust, runoff, and air on or near sealcoated pavement and

pavement without sealcoat that provides additional lines of evidence about the potency of coal-tar-based sealcoat as a major source of PAH contamination in urban and suburban areas.

In the third article, **Spencer Williams**, formerly a research assistant professor at Baylor University's Environmental Health Science Program, summarizes findings from several studies that provide insights about the potential human health effects from exposures to PAHs associated with coal-tar-sealed pavement.

**Jenifer K. McIntyre**, authored the fourth article that summarizes what has been learned from studies examining the potential health effects to aquatic life from PAHs in stormwater runoff associated with sealcoat. Jenifer is currently an assistant professor for the School of the Environment at the Research and Extension Center for Washington State

University (WSU). She is also the lead on collaborative research projects between NOAA-Fisheries, the U.S. Fish and Wildlife Service, and the WSU Puyallup Research and Extension Center on the biological effectiveness of green stormwater infrastructure (GSI) for pollution reduction.

The fifth article in this issue is authored by **Al Innes**, an environmental planner and pollution prevention and green chemistry specialist with the Minnesota Pollution Control Agency. Al's article shares the history and lessons learned from applying Minnesota's Toxic Pollution Prevention Program to the release of PAHs from coal-tar-based sealcoats in Minnesota and elsewhere around the Great Lakes. Minnesota's approach – addressing environmental issues where they originate and before there is an impact has helped improve the net profits of the business community, while helping to improve the health, environment, and sustainability of the State's natural resources.

The final section of the PAH-themed articles includes a few additional Frequently Asked Questions that are intended to be helpful to those that may be considering a project that involves the application of sealcoat or know of others

(From the Editor, continued on p. 7 . . .)



# From Frank Wilhelm the President

Welcome to the spring issue of *LakeLine*. By the time you read this, hopefully there are signs of spring and renewal where you live, because as I write the column a new four inches of snow has accumulated overnight after we were teased with green grass and warm temperatures across the Pacific Northwest (PNW). It looks like winter will hang on for a bit more, and it's not quite time to hang up the shovel just yet. While I, and I'm sure many others, don't particularly like heaving snow around to get out of the house and driveway, I realize that precipitation in flake form as opposed to rain these days builds the mountain snow pack, a vital source of water for later in the year here in the west. Not only does a healthy mountain snowpack bode well for a good summer white water rafting season, it also maintains abundant and cold stream and river flows for our fish, not to mention a steady summer supply to lakes and reservoirs, the latter of which serve a variety of purposes – one of them being for irrigated agriculture in areas where this would not be possible otherwise. Here in the West, a healthy snow pack is vital to make the world go around as usual or “normal” given the systems and culture that have come to rely on it. However, we best start thinking about a “new” normal.

Having just poked around some long-term climate data for the PNW with a graduate student to examine the frequency of rain-on-snow (ROS) events – as these relate to flooding and the movement of heavy metal laden sediments from legacy mining in the Coeur D'Alene area, it was alarming to see the general trends across the West reported in the peer-reviewed scientific literature: (1) less precipitation overall, (2) warming winter air temperatures, and thus a rise in

elevation at which precipitation falls and accumulates as snow, and (3) declines in the ratio of snow/rain precipitation – meaning less precipitation as snow and more as rain. A disappearing snow pack across the West does not bode well for reliance on water from a “normal” snow pack. We know that life depends on access to water, as do farms that grow food, so if the normal life-giving flow from mountain snow packs will diminish in the future, we had best come together collectively to figure out the “new” normal. This will not be easy by any means, and we'll need to decide on trade-offs as we establish a new norm for our water supplies.

Similarly, we live in a world that relies extensively on hydrocarbons and their byproducts. While there are obvious conveniences such as the freedoms afforded by individual automobiles and the availability of new materials, these conveniences come with trade-offs that significantly affect our natural and aquatic environment as you'll read in this issue. Again, it is through collective dialog that

we will establish what is, and what is not acceptable – don't expect everyone to be happy at the end of the process.

It is the norming of what is and what is not acceptable that has me very concerned at the moment as we learn what is “normal” or to be expected of the new administration in D.C. Regulations for our environment via the Environmental Protection Agency (EPA) were born out of a collective will by U.S. citizens for a healthy environment capable of supporting us, and recovering what has been polluted. You read the editor's column last month about the re-authorized but unfunded section 314 Clean Lakes Program of the Clean Water Act and what is and what is not happening around the nation with regards to our lakes. I am disappointed to see that H.R. 681 “To terminate the Environmental Protection Agency” (<https://www.congress.gov/bill/115th-congress/house-bill/861>) aimed to terminate the EPA by December 2018, was introduced by Rep. Matt Gaetz, [R-FL-1] on Feb 3<sup>rd</sup>, 2017. In addition,

## Next Issue – Summer 2017 *LakeLine*

As we have done every other summer for the past six years,  
our next issue focuses on Harmful Algal Blooms (HABs).

The NALMS Inland HAB Program leaders, Angela Shambaugh and  
Shane Bradt, have contacted leading HAB researchers in the field  
to present the latest findings and information for this issue.



H.R. 637, “Stopping EPA overreach Act of 2017” (<https://www.congress.gov/bill/115th-congress/house-bill/637>), aimed to stop the EPA from taking actions not originally intended by Congress, “incorrectly” labeling greenhouse gasses as air pollutants, and identifying no regulation of climate change, etc., was introduced by Rep. Gary, J. Palmer, [R-AL-6] on Jan 24<sup>th</sup>, 2017 with 121 co-sponsors. The ramifications of these bills should give collective pause for thought – who will mind the proverbial store? In the face of an expanding human population that relies on water and its environment for survival now is not the time to abandon the EPA, or we might as well be drinking with a straw from our own diaper. As a citizen, it is your responsibility to inform yourself and participate in our democratic process.

To end on a positive note, check out the current George Barley Water Prize competition hosted by the Everglades Foundation (<http://www.barleyprize.com/>), a four-year, stepped competition with a \$10-million prize to the team who develops the most cost-effective, scalable technology that thoroughly removes and recovers phosphorus from freshwater bodies. The final phase will be a fully functioning operations plant. Now that’s exciting for renewal and a new norm – think of the possibilities for our waters!

**Frank Wilhelm** is an associate professor of limnology at the University of Idaho in Moscow, Idaho, where he teaches courses in limnology and in the introductory sequence of natural resources course. He has an active research program focused broadly on limnology including cyanobacteria, invasive species, nutrient cycling, and foodweb dynamics. He has been an active member of NALMS, having served on various committees and as Region 10 director previously. 🐼



(...from the Editor, continued from p. 5)

planning such a project. Information is provided on: How to determine whether a particular sealant product contains coal tar; How to determine whether the existing sealant on your driveway contains coal tar; Alternative products to coal-tar sealcoat; and Best practices for maintaining and applying sealcoat.

In our “Student Corner,” **Andrew Labaj** and **Branaavan Sivarajah**, students in the Paleoecological Environmental Assessment and Research Laboratory (PEARL) at Queen’s University in Ontario describe their research into using lake sediments to assess the long-term ecological consequences of mining in Canada.

In his column, NALMS President **Frank Wilhelm** shares his concerns for the future of water resources and some hope. Although the successful Banff Symposium is still on our minds, it is time to make plans for the NALMS Denver Symposium, November 6-9, 2017. We include the Call for Papers in this issue. We also include announcements for the annual Lakes Appreciation Month and NALMS Photo Contest.

We conclude this issue with “Literature Search.” Enjoy!

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# Trends and Sources of PAHs to Urban Lakes & Streams

Peter Van Metre and Barbara Mahler

Over the past few decades, concentrations of polycyclic aromatic hydrocarbons (PAHs) have been increasing in the sediments of many U.S. urban lakes and streams. These upward trends contrast those of legacy pollutants, such as lead, PCBs, and DDT, which were restricted or banned in the 1970s. Trends of these legacy pollutants have been downward since they were banned (Figures 1 and 2).

Understanding the causes of trends in PAHs is complicated by their many natural and anthropogenic sources. PAHs are contained in fossil fuels and also are produced when materials that contain carbon, including oil, coal, gasoline, and diesel fuel, are heated or burned. Although many studies have considered vehicle emissions as a potential source of urban PAHs, estimated emissions of PAHs from vehicles in the United States declined almost ten-fold from 1971 (32,000 metric tons, or Mg) to 2000 (3,500 Mg), and this decline continues. Vehicle emissions therefore cannot account for the upward trend found in urban lake sediments – there must be some other primary source or sources of the upward trend in PAHs.

## Discovery of Sealcoat as a PAH Source

A breakthrough in identifying urban PAH sources occurred in 2003, when scientists with the City of Austin (COA), TX, measured PAHs in sediment samples from very small streams in Austin. The PAH concentrations in some samples were extremely elevated – in the 1000s of milligrams per kilogram (mg/kg), on par with concentrations measured in some Superfund site soils. A COA scientist noted that the sites with the elevated PAH concentrations were immediately downstream from parking lots that had a black sealer on the surface. The sealer was

coal-tar-based pavement sealcoat. Coal tar and coal-tar pitch, which are used in coal-tar sealcoat, consist of about 50 percent or more PAHs and are known human carcinogens (Figure 3).

In collaboration with the COA, U.S. Geological Survey (USGS) researchers carried out a series of tests to measure concentrations and yields (the amount leaving the pavement per unit area) of PAHs in runoff from sealed and unsealed pavement. The study was the first to document coal-tar sealcoat as a potentially major source of PAHs in urban runoff (Mahler et al. 2005).

## An East-West Divide

One straightforward line of evidence is to compare PAH concentrations in areas where coal-tar sealcoat is used to concentrations in areas where it is not used. In the United States, there is a general east-west difference in the type of pavement sealant product used: high-PAH coal-tar-based sealants are predominantly used east of the Continental Divide, and low-PAH asphalt-based sealants are predominantly used in the West. This difference in use is reflected in PAH concentrations in urban lakes (Mahler et al. 2012). Lakes in the central and eastern U.S. tend to have higher PAH concentrations in sediment than lakes in the western U.S. for a similar level of urban development. A comparison of

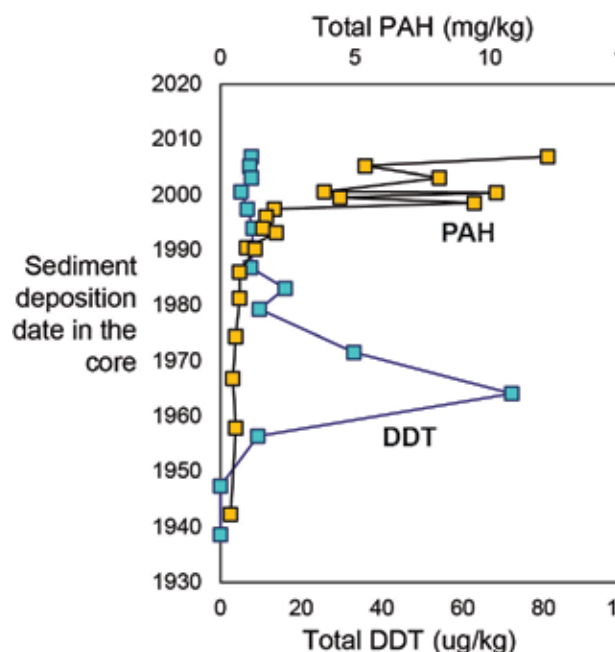


Figure 1. Contaminant profiles from Lake in the Hills, suburban Chicago, IL, indicate contrasting trends for (total) DDT and (total) PAHs.

Lake Anne in Reston, VA, and Decker Lake in Salt Lake City, UT, illustrates this east-west difference. Both are small lakes with fully developed watersheds, and both have a population of about 2,100 people per square kilometer. Yet PAH levels in Lake Anne sediment are about 20 times higher than in Decker Lake sediment, with mean concentrations of PAH of 17 and 0.76 mg/kg, respectively, for sediment deposited in the 1990s (Van Metre and Mahler 2010). PAH concentrations in dust samples collected from sealed pavement in the two watersheds point to a likely explanation: 3,200 mg/kg for pavement dust in the Lake Anne watershed and 2.1 mg/kg in the Decker Lake watershed. This thousand-fold difference is consistent with the difference in PAH concentrations between the coal tar and asphalt products





Figure 2. A break during sediment core sampling at Lake in the Hills, IL.



Figure 3. Freshly applied coal-tar sealcoat gives this parking lot a new look.

(Mahler et al. 2012). The fact that PAH concentrations in western urban lakes are relatively low indicates that commercial and residential development – and even interstate highways – do not necessarily lead to high “urban background” levels of PAHs.

### Quantifying the PAH Contribution of Coal-Tar Sealcoat

Just how important is coal-tar sealcoat as a source of PAHs to urban waterbodies? In other words, what percentage of the PAHs in urban lakes

and streams is coming from coal-tar-sealed pavement compared with other PAH sources? Several research groups have used multiple lines of evidence to address this question. The consensus that has emerged is that coal-tar sealcoat use accounts for roughly 50 percent to as much as 90 percent of the PAHs in urban streams, lakes, and stormwater ponds studied in the central and eastern United States (Mahler et al. 2012; Pavlowsky 2013; Crane 2014; Baldwin et al. 2016).

Coal-tar-sealed pavement was demonstrated to be the dominant source

of PAHs to urban streams and ponds in Springfield, MO, contributing more than 80 percent of the PAHs (Pavlowsky 2013). This study found a strong relation between PAH concentrations in stream sediments and the area of the watershed upstream from the sampling point that was sealed pavement. PAH concentrations increased as the amount of sealed pavement in the watershed increased, but did not show a relation to total impervious cover, thus indicating sealcoat as the source. Samples of dust from coal-tar-sealed parking lots and the sediment from stream sites draining those lots were enriched in PAHs at concentrations considered toxic to aquatic life based on comparison to widely used sediment quality guidelines.

In the environment, PAHs always occur in complex mixtures of many compounds. PAH sources tend to have a characteristic mixtures of PAHs, which can be thought of as PAH “fingerprints.” This is useful, because the fingerprints provide a “forensic” approach for determining the PAH sources to stream or lake sediment. Statistical “source-receptor” models have been developed that use chemical fingerprints to estimate the contribution of each PAH potential source (such as tire particles, used motor oil, and wood burning) to a receptor (such as stream or lake sediment). We applied a source-receptor model (the U.S. Environmental Protection Agency’s Contaminant Mass Balance (CMB) model) to PAH concentrations in the upper layer of sediment collected from 40 lakes from across the United States (35 medium and small urban lakes and 5 large lakes with a mixture of land uses). The results of the model indicated that, overall, coal-tar sealcoat was the largest source of PAHs to the lakes, accounting for, on average, about one-half of the PAHs in recent sediments (Figure 4) (Van Metre and Mahler 2010). Many of the lakes in the central and eastern U.S. had PAH concentrations that exceeded the probable effect concentration (PEC), indicating PAH concentrations that are expected to be toxic to some types of aquatic life.

More recent studies that have used the CMB model and other forensic techniques separately or in combination also have concluded that coal-tar sealcoat is a major PAH source to urban

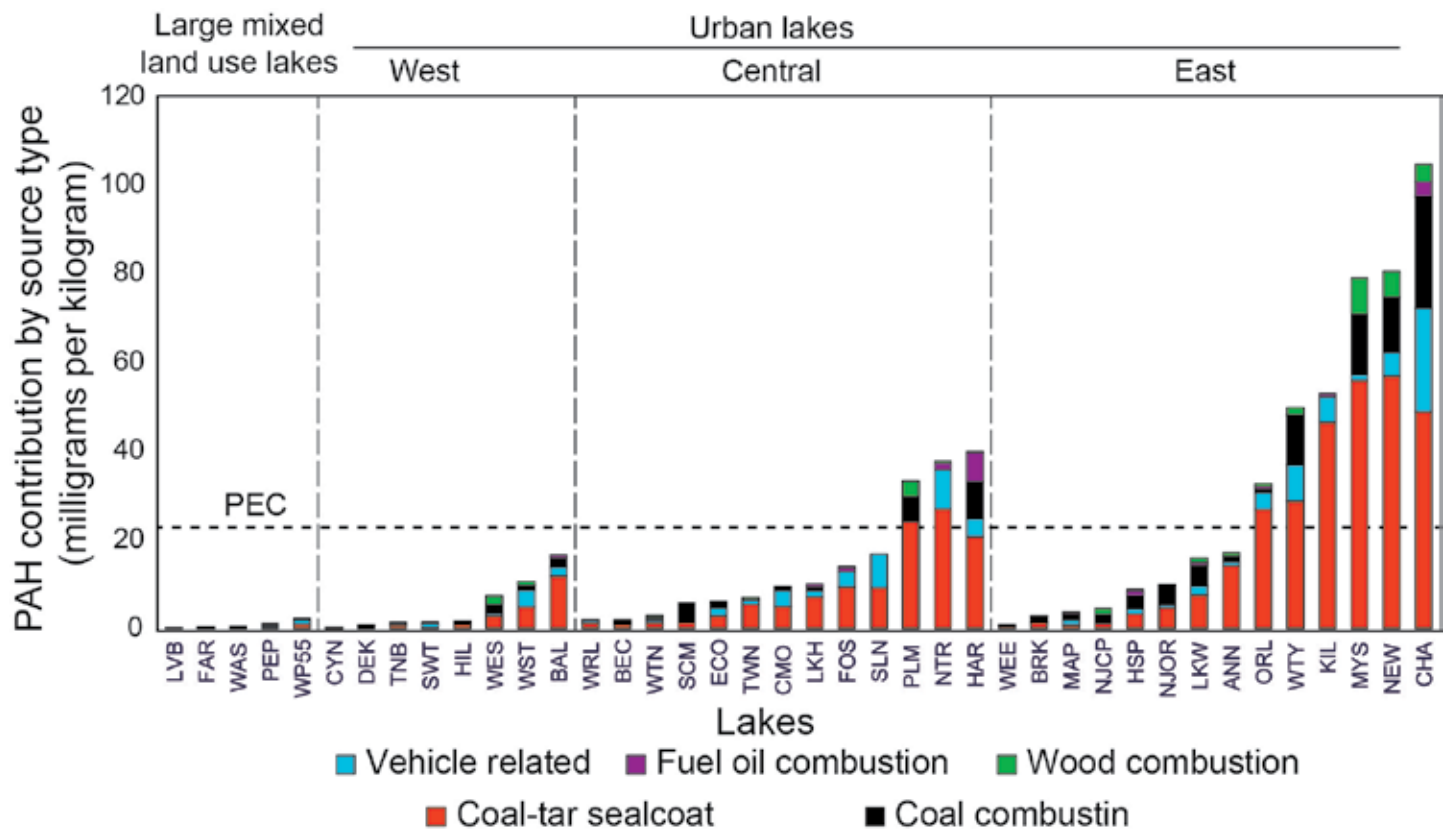


Figure 4. Coal-tar sealcoat was the largest source of PAHs to 40 lakes studied by the USGS (Van Metre and Mahler 2010).

waterbodies (Crane 2014; Witter et al. 2014; Baldwin et al. 2016). In one of the most comprehensive studies of PAH sources to date, researchers from the USGS and the City of Milwaukee, WI, applied six different forensic approaches to assess sources of PAHs in Milwaukee stream sediment (Baldwin et al. 2016). On the basis of this multiple-lines-of-evidence approach, the researchers concluded that coal-tar sealcoat was the primary source of PAHs to the streams, contributing an estimated 77 percent of total PAHs to stream sediment sampled. They also reported that 75 percent of the samples were toxic to standard toxicity test organisms, and that PAHs were the cause of the toxicity.

Other studies have taken different tactics to evaluate the importance of coal-tar sealcoat as a source of PAHs to urban waterbodies. In one study, a research team from the University of Illinois used microscopic analysis to identify the different types of carbonaceous material (CM) present in samples of pavement dust, soils, streambed sediment, and lake (reservoir) sediment collected in Fort Worth, TX (Yang et al. 2010).

Carbonaceous materials, such as soot, coal tar, and asphalt, are of interest because they are the primary vectors (carriers) that transport PAHs into urban waters. The researchers characterized PAH concentrations associated with the CM and concluded that coal-tar pitch (used in coal-tar sealcoat) contributed as much as 99 percent of the PAHs in sealed parking lot dust, 92 percent in unsealed parking lot dust, 88 percent in a composite soil sample from a commercial area with some sealed parking lots, 71 percent in streambed sediment, and 84 percent in lake sediment. The identification of coal-tar sealcoat as the main source of PAHs in unsealed parking lot dust and commercial soils demonstrates the potential for these contaminants to move to neighboring areas by wind and tracking on tires.

#### PAH Trends in Lakes Linked to Coal-Tar Sealcoat Use

Returning to our original question, is coal-tar sealcoat responsible for the upward trends in PAHs measured in some urban lakes? To address this question, we applied the CMB model to the whole sediment-core record for eight urban lakes

from across the United States. In the six lakes that had statistically significant upward trends in PAHs since 1970, coal-tar sealcoat was identified by the CMB model as the primary source of the increase in concentrations (Figure 5).

Given the importance of coal-tar sealcoat as a source of PAHs to urban lakes, what happens when its use is curtailed? In January 2006, Austin, TX, became the first jurisdiction in the United States to ban use of coal-tar sealcoat, providing a unique opportunity to address this question. Much of the runoff from the City of Austin flows into Lady Bird Lake, a 9-km-long impoundment on the Colorado River. PAH concentrations in Lady Bird Lake sediment increased for the four decades prior to the ban. We collected sediment cores and surficial bottom sediment samples from the lake in 2012 and 2014, which were six and eight years after implementation of the coal-tar-sealcoat ban (Van Metre and Mahler 2014). PAH concentrations in that period after the ban was imposed had decreased by about 58 percent relative to the 1998–2005 mean (Figure 6). This rate of decrease is consistent with those measured

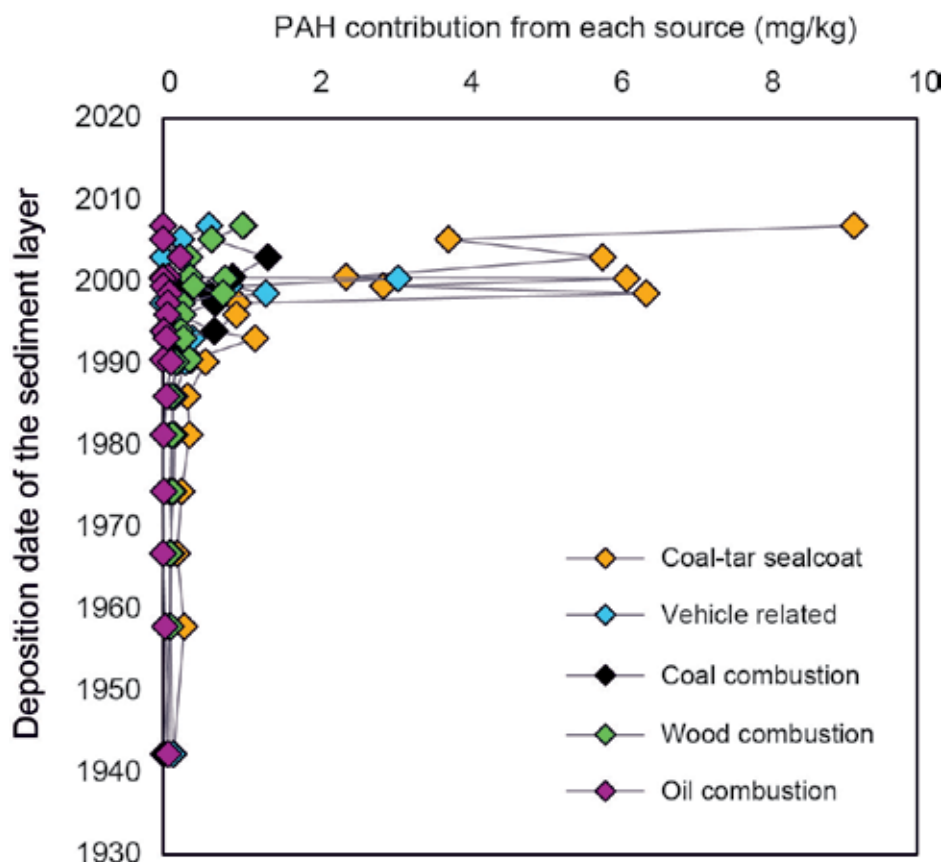


Figure 5. The rapid increase in PAH concentrations in recent years at Lake in the Hills, IL, was primarily from coal-tar sealcoat, which contributed ~70 percent of the PAHs in post-2000 sediment (Van Metre and Mahler 2010).

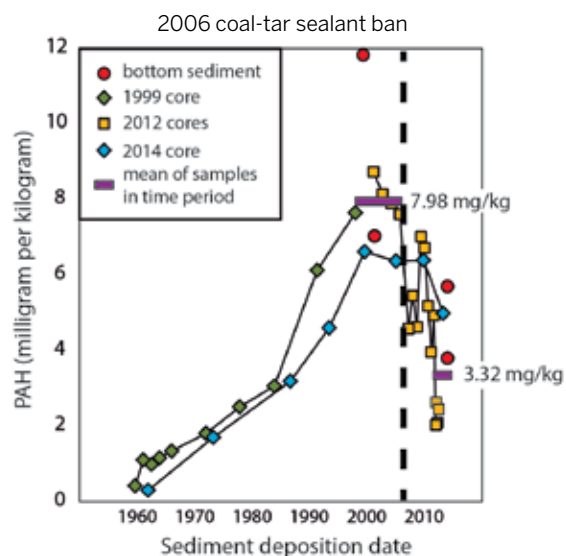


Figure 6. PAH concentrations increased for about 40 years in Lady Bird Lake in Austin, TX, until a ban on coal-tar sealcoat was instituted in 2006. In the eight years following the ban, average concentrations have decreased about 58 percent (Van Metre and Mahler 2014).

for other banned chemicals, such as DDT and PCBs. Recently deposited sediment in Lady Bird Lake continues to contain PAHs that, despite their lower concentration, still have a coal-tar signature. This finding implies that PAH concentrations likely will continue to decline as stocks of previously applied sealant gradually become depleted.

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assessments for NAWQA (<https://txpub.usgs.gov/RSQA/>).

**Barbara Mahler** is a research hydrologist with the U.S. Geological Survey Texas Water Science Center in Austin, Texas, where she leads investigations of sediment and water chemistry and contamination. Barbara is an associate editor for *Journal of Hydrology* and a research affiliate at the University of Texas at Austin. 



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# Coal-tar-based Pavement Sealants – A Potent Source of PAHs

Barbara J. Mahler and Peter C. Van Metre

Pavement sealants are applied to the asphalt pavement of many parking lots, driveways, and even playgrounds in North America (Figure 1), where, when first applied, they render the pavement glossy black and looking like new. Sealant products used commercially in the central, eastern, and northern United States typically are coal-tar-based, whereas those used in the western United States typically are asphalt-based. Although the products look similar, they are chemically different. Coal-tar-based pavement sealants typically are 25-35 percent (by weight) coal tar or coal-tar pitch, materials that are known human carcinogens and that contain high concentrations of polycyclic aromatic hydrocarbons (PAHs) and related chemicals (unless otherwise noted, all

data in this article are from Mahler et al. 2012 and references therein).

PAHs are a large group of organic chemicals created by heating or burning material that contains carbon; 16 PAHs are classified as U.S. Environmental Protection Agency Priority Pollutants, six are classified as probable human carcinogens, and one (benzo[a]pyrene) is classified as a known human carcinogen. The many sources of PAHs to the urban environment span a wide range of PAH concentrations and include tire particles, used motor oil, and diesel and gasoline engine exhaust (Figure 2). Of known urban PAH sources, coal tar and the related compound creosote have the highest PAH concentrations. Coal-tar-based pavement sealant products contain, on average, about 70,000 mg/

kg polycyclic aromatic hydrocarbons (PAHs), on the order of 1,000 times higher than asphalt-based products, which typically contain about 50 mg/kg PAHs.

Pavement sealant is not permanent – the sealant must be reapplied every few years, because it is removed from the pavement by wear and tear from traffic, weathering, and chemical processes. There are at least three ways that pavement sealant (and the PAHs and other chemicals it contains) can leave the pavement surface and enter the surrounding environment: by eroding into small, mobile particles; by dissolving into water; and by volatilizing into air. Where do PAHs derived from sealant go? The answer depends on the process involved. Pavement sealant is worn by vehicle tires into a fine powder that



Figure 1. Pavement sealant is commonly used to seal parking lots, playgrounds, and driveways throughout the United States. Sealants used in the central, northern, eastern, and southern United States typically contain coal tar or coal-tar pitch, both of which are known human carcinogens. Photos by the U.S. Geological Survey.



Figure 2. PAH concentrations in typical urban sources. The concentrations shown are a mean or median from as many as six studies.

is transported by stormwater runoff to streams or lakes, or by wind to adjacent soils or other impervious surfaces. Eroded sealant particles can also stick to shoes and be transported indoors. Some PAHs can dissolve into stormwater, especially just after application, and be transported, along with eroded sealcoat particles, to nearby streams and lakes. PAHs also can be released directly into the atmosphere (volatilization). The high PAH concentrations in coal-tar-based sealant can result in high concentrations of PAHs in a number of environmental settings, with potential adverse effects for human and ecosystem health (see other articles on health and ecosystem effects in this issue).

How can we evaluate whether coal-tar-based sealants are an important source of PAH contamination to the environment? One straightforward way is to compare PAH concentrations in pavement dust, runoff, soil, sediment, house dust, and air on or near coal-tar-sealed pavement with PAH concentrations in those same media on or near unsealed

asphalt pavement or asphalt-sealed asphalt-based sealant (Figure 3).

#### Pavement Dust and Runoff

The abrasive action of vehicle tires and snowplows grinds dried sealant on the pavement surface into small particles that mix with other dust on the pavement. In southern, central, and eastern U.S. cities, where coal-tar-based sealant use dominates, dust on sealed pavement has about 1,000 times higher concentrations of PAHs than dust on sealed pavement in western U.S. cities, where asphalt-based sealant use dominates (Figure 4). Concentrations of PAHs on pavement with coal-tar-based sealant generally are in the thousands of mg/kg, comparable to concentrations in soils at some Superfund sites. Further, PAH levels in dust on sealed parking lots in the eastern U.S. can be hundreds of times higher than concentrations in dust on unsealed parking lots in the same watersheds. All of these parking lots, sealed and unsealed, share other sources of urban PAHs – vehicle exhaust, leaking motor oil, tire

particles, atmospheric deposition – the only difference is the presence or absence of coal-tar-based sealant.

Pavement dust is mobile – it collects on the pavement surface and at curbs and is readily transported by runoff down storm sewers (Figure 4). When researchers measured PAH concentrations in particles transported by simulated runoff from six coal-tar-sealed parking lots, the mean concentration was 3,500 mg/kg, whereas the mean PAH concentration of particles in runoff from unsealed parking lots (asphalt or concrete) was 54 mg/kg (Mahler et al. 2005). For context, the concentration at which PAH concentrations are expected to harm bottom-dwelling aquatic life is 23 mg/kg.

PAH concentrations in stormwater runoff are highest in the months following sealant application and decrease with time, but even years after application PAH concentrations remain much higher than those in runoff from unsealed pavement, as demonstrated by studies in Wisconsin and New Hampshire. In Madison, WI, the median PAH concentration in unfiltered runoff six years after application of coal-tar sealcoat to a commercial parking lot was 52  $\mu\text{g/L}$ , about 20-1000 times higher than concentrations in runoff collected from a minor arterial street, a commercial rooftop, and a residential street (0.05-2.4  $\mu\text{g/L}$ ). During the three months following application of coal-tar-based sealant to a parking lot at the University of New Hampshire, the mean PAH concentration in unfiltered runoff measured by the University of New Hampshire Stormwater Center (UNHSC) was 1,357  $\mu\text{g/L}$ , and decreased over the next two years to a three-month mean of 17-116  $\mu\text{g/L}$  (Figure 5). PAH-contaminated runoff can be acutely and chronically toxic to fish and other aquatic biota, as described in “Toxicity of Coal Tar Pavement Sealant to Aquatic Animals,” page 23 this issue.

In some cases, runoff is collected in a stormwater management device, such as a retention pond, to improve water quality by retaining suspended particles. A study by the UNHSC demonstrated that sediment collected in a stormwater management device draining a coal-tar-sealed parking lot contained 393-1,180 mg/kg PAHs, and sediment collected in a device draining an adjacent unsealed lot contained about 2 mg/kg PAHs. The



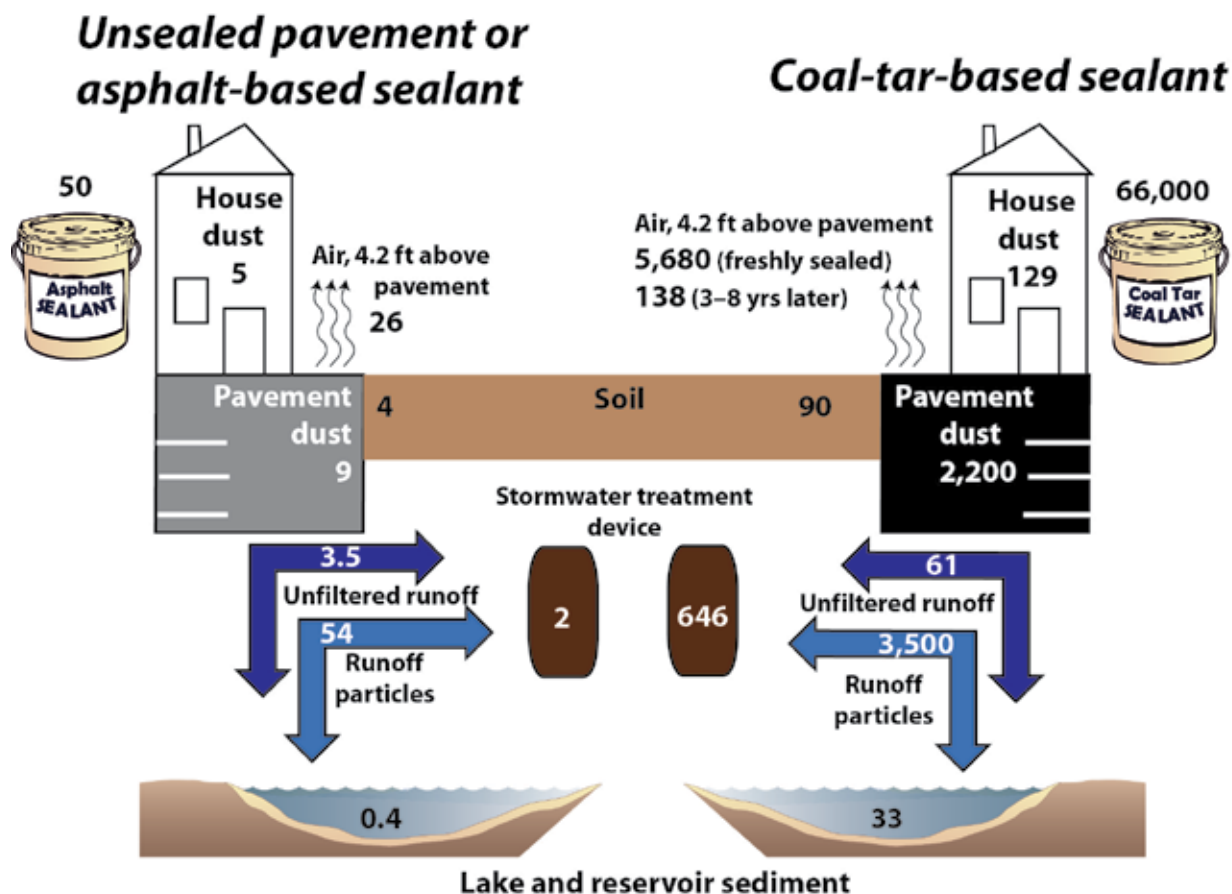


Figure 3. Concentrations of PAHs associated with unsealed or asphalt-sealed pavement (left) are many times lower than those associated with coal-tar-sealed pavement (right). PAHs from sealed pavement are transported to the environment by a variety of pathways, including stormwater runoff to stormwater treatment devices, lakes, and streams; windblown transport to soils; tracking of dried particles indoors; and release by volatilization into air. Humans are exposed to PAHs in pavement dust, soil, house dust, and air; aquatic biota are exposed to PAHs in aquatic sediment, such as in lakes and reservoirs. Concentrations shown are in units of milligrams per kilogram (mg/kg), with the exception of unfiltered runoff ( $\mu\text{g/L}$ ) and air ( $\text{ng/m}^3$ ). Concentration data are from Mahler et al. (2012) (and references therein) or studies cited in this article, and in many cases are the median of multiple studies.

efficient collection of PAH-contaminated sediment in stormwater retention ponds or other devices can have unintended consequences for a municipality because elevated concentrations of PAHs and other contaminants can greatly increase the cost for sediment disposal. Costs for disposing of PAH-contaminated sediment in stormwater ponds in the Minneapolis-St. Paul area are estimated to be \$40–50 per cubic yard, or about \$125,000 per pond, depending on pond size (Judy Crane, Minnesota Pollution Control Agency, written communication, 2015). That translates to an estimated cost of as much as \$1 billion if just ten percent of the ponds in Minnesota contain PAH concentrations that exceed the state’s Level 2 human-health risk-based value (Donald Berger, Minnesota Pollution Control Agency, written communication, 2011).

### Soil

Contaminated pavement dust can be washed by runoff or blown by wind onto nearby soils. PAH concentrations in soil adjacent to sealcoated pavement in a Chicago, IL, suburb were 23 and 140 mg/kg, 2.3 to 14 times higher than in soil adjacent to unsealed pavement (10 mg/kg) (Van Metre et al. 2009). Composite soil samples from two commercial districts in Fort Worth, TX, where coal-tar sealants were present on some parking lots, had a mean total PAH concentration of about 90 mg/kg, whereas composite soil samples from nearby residential areas, where sealants were not observed, had a mean concentration of about 4 mg/kg (Wilson et al. 2006). Similarly, PAH concentrations in soil adjacent to a coal-tar-sealed parking lot studied by the UNHSC were as high as 411 mg/kg, and decreased with distance from the parking

lot to less than 10 mg/kg. The highest PAH concentrations were measured in soil in areas where snowplows had piled snow containing pavement dust and sealant particles scraped off with the snow during the winter.

### Lake and Stream Sediment

PAH-contaminated sediment that is not trapped by stormwater ponds can be transported to streams and lakes. The contribution of coal-tar-based sealant to PAHs in lake sediment can be evaluated by a variety of approaches, including “environmental forensics” (the application of statistical methods to evaluate the chemical content of the source and the sediment), microscopic identification of particles, and land-use analysis. An example of environmental forensics is a comparison of the relative proportions of different PAHs – the “fingerprint”

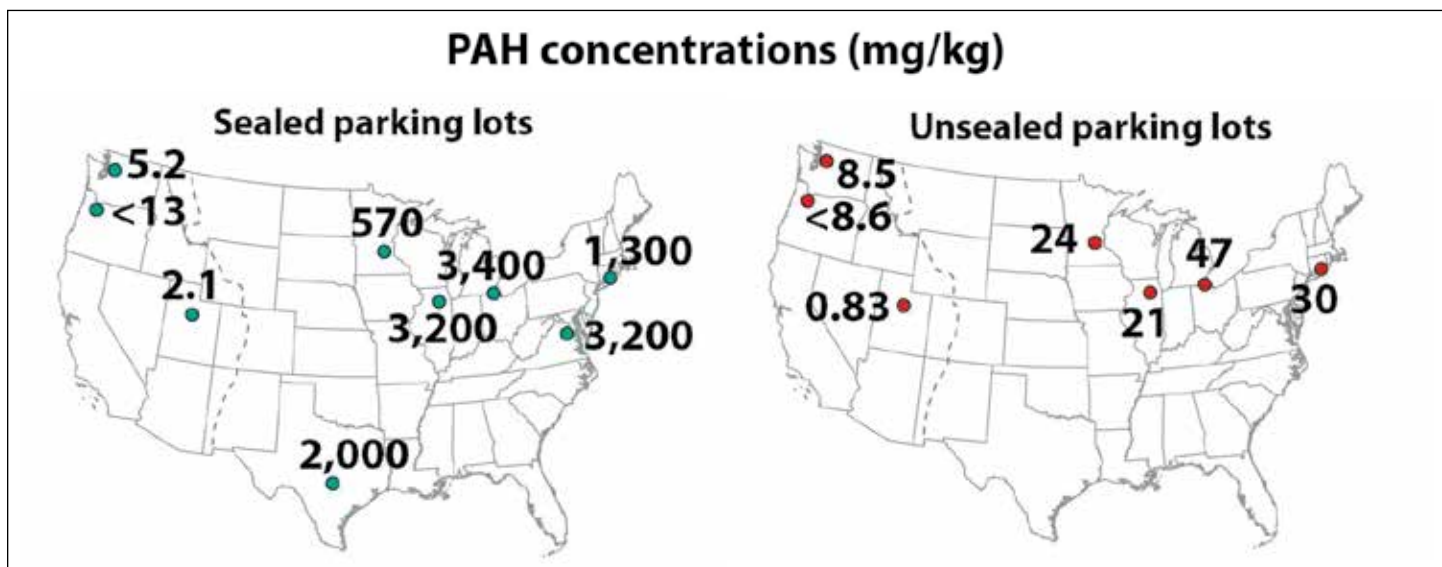


Figure 4. Parking lot “dust” contains abraded sealant (black particles, top). The dust collects on the parking lot surface and along curbs, where it can be carried by runoff down storm drains. PAH concentrations in dust swept from sealed parking lots in the eastern United States, where coal-tar-based sealant is predominantly used, were about 1,000 times higher than in dust from sealed parking lots in the west, where asphalt-based sealant is predominantly used. PAH concentrations in dust on sealed lots in the eastern U.S. also were as much as 100s of times higher than concentrations in dust on unsealed lots in the same watersheds, indicating that the sealant is the principal source of the elevated PAH concentrations (Van Metre et al. 2009). Photo by the U.S. Geological Survey.





Figure 5. Researchers at the University of New Hampshire Stormwater Center simulate runoff on coal-tar-sealed pavement for measurement of polycyclic aromatic hydrocarbons (PAHs). Photo by the University of New Hampshire Stormwater Center.

– in dust collected from parking lots in U.S. cities to fingerprints in sediments from lakes in the same watersheds. For central and eastern U.S. watersheds, the fingerprints of sealed pavement dust and lake sediment were similar, and were different from those in western U.S. watersheds, where the asphalt-based product is used. A more quantitative approach – a statistical method known as source-apportionment modeling – estimated that coal-tar-based sealant contributed about one-half of the PAHs to 40 U.S. urban lakes studied by the U.S. Geological Survey; the other major contributors were vehicles and coal combustion. The topic of PAH sources to lakes and streams is further discussed in “Trends and Sources of PAHs to Urban Lakes & Streams,” page 8 this issue.

### House Dust

Coal-tar-based sealant can cause indoor as well as outdoor contamination. Abraded sealant particles can stick to the bottoms of shoes and be tracked indoors, where they become incorporated into

house dust. In a study of 23 ground-floor apartments in Austin, TX, apartments with coal-tar-sealed parking lots had house dust with PAH concentrations that were 25 times higher on average than apartments with parking lots that were unsealed or that were sealed with an asphalt-based product (Figure 3). The study found no relation between PAH concentrations in house dust and other factors such as tobacco smoking, barbecue and fireplace use, and candle and incense-burning.

These results are of concern because ingestion of house dust is well recognized as a pathway for human exposure to chemicals, especially for toddlers, who play on the floor and put their hands and objects into their mouths. This topic is discussed in more detail in “Human Health Concerns Associated with Exposure to PAHs & Coal-Tar-Sealed Pavement,” page 19 this issue.

### Air

Some of the PAHs in coal-tar-based sealant are released into air during and after application (Figure 3) through a

process called volatilization. Many PAHs, including the seven classified as probable or known human carcinogens, are volatile to some degree. Airborne PAHs are of concern because inhalation is another important pathway for human exposure. Although unseen, airborne releases of PAHs from freshly applied coal-tar-based sealant are on the order of 45,000  $\mu\text{g}/\text{m}^2/\text{hr}$ , which is tens of thousands of times higher than releases from unsealed asphalt. Taken across the entire United States, emissions of PAHs to air from newly applied coal-tar-based sealant are estimated to exceed those from motor vehicles.

The concentrations of PAHs in air above freshly coal-tar-sealcoated pavement decrease rapidly during the weeks following application, but even years later remain several times higher than in air over unsealed pavement (Figure 3). Air at approximate breathing height above coal-tar-sealed pavement (4.2 feet, or 1.28 meters) even in suburban areas contains PAH concentrations that rival or exceed those in highly



industrialized areas. For example, in a study that measured volatilization of PAHs from parking lots that had been treated with coal-tar-based sealant years previously, the mean concentration of the PAH pyrene was about 2-19 times higher than pyrene concentrations measured in air samples from urban industrial sites from New Jersey and Chicago, USA (Van Metre et al. 2012).

### A Scientific Consensus

Independent research by scientists and engineers from academic institutions and government agencies demonstrates that coal-tar-based sealant is a potent source of PAHs to water, dust, soil, stream and lake sediment, and air. The comparison of PAH concentrations in settings where coal-tar-based sealant is or is not applied provides an unambiguous picture of the importance of coal-tar-based sealants as a source of PAHs to our urban and suburban environments.

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*Additional information is available at USGS Research: PAHs and Coal-Tar-Based Pavement Sealcoat, <http://tx.usgs.gov/sealcoat.html>.*

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# Human Health Concerns Associated with Exposure to PAHs & Coal-Tar-Sealed Pavement

Spencer Williams and William G. Wilber

Whether polycyclic aromatic hydrocarbons (PAHs) and other chemicals in the environment pose a risk to human health depends on the extent to which people are exposed to them. Paracelsus, the 16<sup>th</sup> century Swiss scientist and founder of modern toxicology was the first to expound on the concept of dose response and its importance in determining whether chemicals pose a risk to human health: “Poison is in everything and no thing is without poison. The dosage makes it either a poison or a remedy.”

## Assessing the Risks of Cancer

Exposure to PAHs has been linked to increased risk for lung, bladder, and skin cancers. Coal-tar-based pavement sealants are 15-35 percent coal-tar pitch. Coal tar and coal-tar pitch are listed as Group 1 carcinogens (carcinogenic to humans). PAHs are the major constituents of coal-tar pitch, and commercially available coal-tar-based sealants contain on the order of 50,000-100,000 mg/kg PAHs (sum of the 16 U. S. Environmental Protection Agency [USEPA] priority pollutant PAHs). The USEPA currently classifies the following seven PAH compounds as probable human carcinogens (Group B2): benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, benzo[k]fluoranthene, chrysene, dibenz[a,h]anthracene, and indeno[1,2,3-cd]pyrene. Coal tar itself is a powerful mutagen; having a mutagenicity index that is about 1,000 times that of asphalt cements.

The way the risk of cancer is assessed for these PAHs is still evolving. While confirming that benzo[a]pyrene is carcinogenic to humans, the USEPA recently revised a number that describes the relationship between exposure and the risk of developing cancer (i.e., the

cancer slope factor). Scientists are also re-evaluating the potency of numerous PAHs. The proposed Relative Potency Factor (RPF) for dibenz[a,h]anthracene is 10, whereas its previous value was 1. Also, several more PAHs may be added to the list of substances that are considered carcinogenic; two of these have proposed RPFs of 20 and 60. Without a doubt, these efforts will change our assessment of the risk posed by people living in environments contaminated with coal-tar-based pavement sealants. Considering the number of sites and situations in which people come into contact with PAHs, our understanding of risk and potency of various PAHs will continue to evolve.

## Potential Avenues of Exposure

There are numerous potential avenues for exposure to the PAHs in coal-tar-based sealants. These pathways include direct skin contact with the sealant; incidental ingestion of abraded particles from driveways, parking lots, and playgrounds where coal tar sealcoat has been used; from nearby soils; household dust inside homes adjacent to sealed pavement; and inhalation of PAHs that emanate from asphalt surfaces after sealcoat has been applied (Figure 1).

Although coal-tar-based sealcoat has been on the market since at least 1960, there are few published studies about the contribution of sealcoat to PAH exposures



Figure 1. Incidental ingestion of abraded particles and skin contact are two ways humans can be exposed to PAHs. Parking lots and driveways with coal-tar-based sealcoat have concentrations of PAHs hundreds to thousands of times higher than those with asphalt based sealcoat or no sealcoat. Photo: ©HalfPoint; used under license from Shutterstock®.



and the associated potential for adverse human-health outcomes. Most of the information that is available to evaluate the potential for human health effects consists of data on the concentrations of specific PAH compounds and laboratory toxicity studies.

### Exposure to PAHs in Soils and House Dust

In 2008, a study of 23 apartments in Austin, Texas, found that house dust adjacent to coal-tar-sealed parking lots contain concentrations of PAHs 25 times higher on average than house dust collected from apartments near unsealed or asphalt-sealed parking lots. The presence or absence of coal-tar-based sealcoat on the parking lot of the apartment complex was strongly correlated with PAH concentrations in house dust. Although tobacco smoking, candle burning, and barbecue and fireplace use are also potential sources of PAHs in house dust, the research scientists could not attribute the PAH concentrations in the house dust to any of these other sources. The potential for exposure to high concentrations of PAHs in soils and house dust is particularly important for young children who typically spend more time crawling and playing on floors and are prone to hand-to-mouth behaviors that make them more likely to be exposed than older children and adults. This is a similar pathway that makes children susceptible to contact with lead in their environments, either from deteriorating lead-based paint or contaminated soil (Figure 2).

There are no U.S. health-based guidelines for exposure to PAHs in house dust. The only existing guideline is for a single PAH – benzo[a]pyrene – issued by the German Federal Environment Agency Indoor Air Hygiene Commission. The guideline advises minimizing exposure to concentrations of benzo[a]pyrene greater than 10 milligrams per kilogram in dust to avoid adverse health effects. In the Austin, TX study, that guideline was exceeded for 4 of the 11 apartments adjacent to parking lots covered with coal-tar sealcoat and for one of the 12 apartments with a parking lot with a different surface type. Also possibly of concern is contact with sealcoated pavement surfaces themselves through play activities. Dust on some of the parking lots covered with coal-tar sealcoat



Figure 2. The potential for exposure to high concentrations of PAHs in soils and house dust is particularly important for young children, who spend more time crawling and playing on floors and are prone to hand-to-mouth behaviors that make them more likely to be exposed than older children and adults. Photo: ©Marko Poplasen; used under license from Shutterstock®.

had a concentration of benzo[a]pyrene that was more than 50 times higher than the German guideline.

Building on the findings from the 2008 household dust study in Austin, Texas, researchers examined the potential human health effects from incidental ingestion of the PAHs from household dust and soil under several scenarios. One scenario estimated the risks of exposure over the first six years of a child's life, and another examined risks associated with a lifetime of exposure to that environment. In 2012, the authors reported that children living in homes adjacent to pavement with coal-tar-based sealcoat are likely to be exposed to doses of PAHs that are about 14-fold higher than children living in residences adjacent to unsealed pavement, through ingestion of house dust. The scientists concluded that the presence of coal-tar-based pavement sealants is associated with an increase in estimated excess lifetime cancer risk for nearby residents and that much of this calculated excess risk was attributed to exposures to PAHs in early childhood, up to six years of age.

While many of the choices made by the authors in the risk assessment result in conservative (lower) estimates of risk;

given the inherent uncertainty associated with doing risk analysis with relatively small data sets, the authors point to a need for biomonitoring and/or other additional research to better characterize exposure patterns to children and adults.

In 2016, researchers at Oregon State University (OSU) published results from new laboratory analytical procedures that enabled them to analyze for a larger number of PAH compounds in sealcoat. The authors detected several substances in coal-tar sealants that have not previously been analyzed in this product, one of which is projected to be 30 times more potentially carcinogenic than benzo[a]pyrene. The OSU study also showed that including new PAH compounds found in coal-tar sealcoats increased the equivalent dose of carcinogenic PAHs by 4 percent to 40 percent, using the proposed RPFs. By contrast, the study showed that compounds from asphalt-based sealcoat (more commonly used in the Western U.S.) were far less hazardous than coal-tar-based sealcoat.

### Exposure to PAHs in Urban Streams and Lakes

Research has shown that coal-tar sealcoat use accounts for as much as one-

half to 90 percent of the PAHs in urban streams, lakes, and stormwater ponds. Exposure to PAHs from swimming and other contact recreation in streams and lakes is generally not considered to pose a human health risk because most of the compounds of concern usually associate with sediment where the exposure is typically low and infrequent. Potential risks associated with other forms of dermal contact, for example, when children are playing on sealed surfaces or in soil has not been investigated.

### Exposure to Volatile PAHs from Asphalt Surfaces

In addition to exposure of PAHs from particles and dust that abrades from pavement coated with sealcoat, individuals can be exposed to several lower molecular weight PAHs in coal-tar-based sealcoat that are volatile and emanate from asphalt surfaces after sealcoat is applied. The volatile characteristics of these compounds, including naphthalene (the key ingredient in mothballs) is why freshly sealed

parking lots and driveways frequently give off a strong smell (Figures 3). A recent study that compared measured concentrations of PAHs in the air above parking lots with and without coal-tar based sealcoat found that concentrations of eight PAHs were, on average, 60 times higher than concentrations above unsealed pavement, even though the sealants were applied 3 to >8 years before the study. A second study found that the total amount of eight PAH compounds in air just after sealcoat application was about 5,000 times higher than the amount above unsealed parking lots and that one quarter to one half of the PAHs in the applied sealcoat volatilized during the first 16 days following application. The amounts suggest that PAH emissions from new applications of coal-tar based sealant each year are larger than vehicle emissions of PAHs for the United States. Risks associated with exposures to these compounds has yet to be studied, though any such contact would be expected to be greatest for professional applicators of sealcoat products and relatively low for others).



Figure 3. Individuals can be exposed to several lower molecular weight PAHs in coal-tar-based sealcoat that are volatile and emanate from asphalt surfaces after sealcoat is applied. Risks associated with exposures to these compounds has yet to be studied, though any such contact would be expected to be greatest for professional applicators of sealcoat products and relatively low for others. Photo: Peter Van Metre.

### Restrictions on Use of Coal-Tar Sealants

Based on the numerous scientific publications that detail environmental contamination and the potential for adverse health effects, two states and several counties and cities have banned the use of coal-tar based sealants in their jurisdictions. These jurisdictions are listed in the frequently asked questions later in this issue. In summer 2016, EPA proposed a rule that industrial facilities that use coal-tar-based pavement sealants will not be able to register for a stormwater permit. In November 2016, the American Medical Association adopted a new policy aimed at reducing or ending the use of common coal-tar-based sealcoats that are used and applied on pavement and playgrounds across the country. The new policy advocates for legislation either to ban the use of pavement sealcoats containing polycyclic aromatic hydrocarbons (PAH) or to mandate the use of sealcoat products with minimal PAH concentrations.

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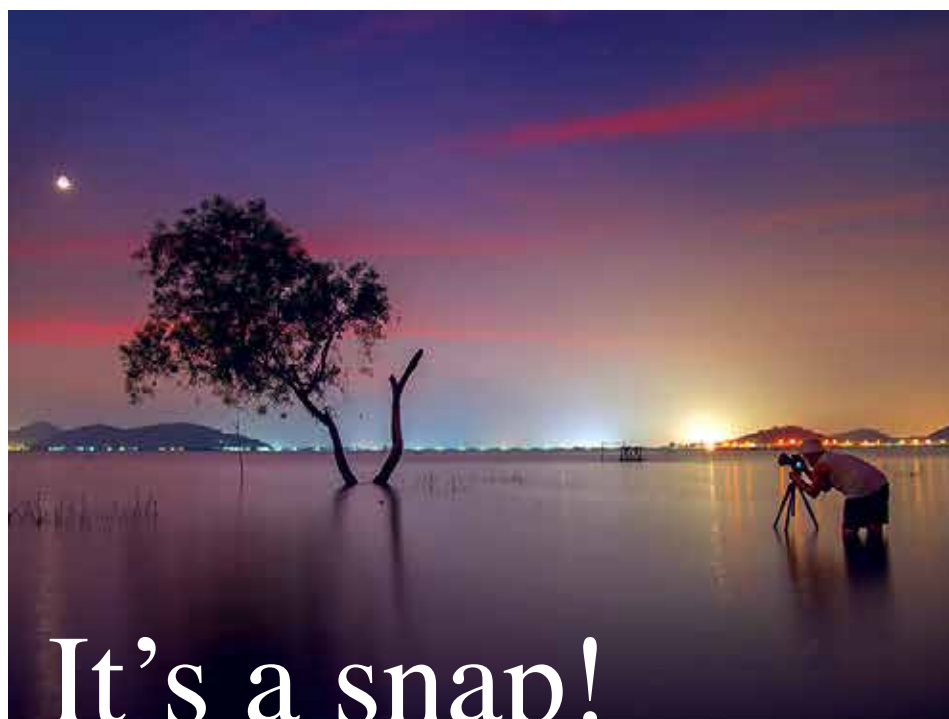
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# Toxicity of Coal-Tar Pavement Sealant to Aquatic Animals

Jenifer McIntyre

In 2010, residents of Boone, North Carolina, called their fire department to report the unusual smell of mothballs in the air. Nearby, officials found that dead crayfish and trout littered Hodges Creek. Naphthalene is the volatile chemical that gives mothballs their particular smell; it belongs to a group of chemicals called polycyclic aromatic hydrocarbons (PAH). What was the sudden source of the naphthalene and was it tied to the fish kill? It turns out that a parking lot with a storm drain to Hodges Creek had been treated with coal-tar sealant just prior to a large rainstorm, which had flushed much of the sealant into Hodges Creek. This creek is located in a highly urbanized area with multiple potential sources of toxic chemical inputs. However, the sudden and complete die-off of resident fish and invertebrates for 1.5 miles downstream of the parking lot following the rain event does not leave much doubt as to the cause. Applicators avoid applying sealcoat prior to rain, but this unfortunate event highlights the toxic potential of coal-tar sealcoats to aquatic animals.

## What is Coal Tar?

As described in earlier articles of this volume, coal tar is a byproduct from processing coal, mainly for the steel industry. Coal-tar pitch is the sludge left over after further refinement of coal tar by distillation. These coal products have many uses in industry and manufacturing. Coal tar is sometimes used topically to treat skin conditions such as psoriasis and dandruff, and was the original source of the analgesic drug acetaminophen! Coal tar or coal-tar pitch is the main ingredient in most coal-tar-based pavement sealants. Chemically, coal tar and coal-tar pitches are a complex mixture of hydrocarbons

– many of which are PAHs and related compounds. Coal-tar-based sealants are predominantly used in the central, eastern, northern, and southern U.S. Asphalt-based pavement sealants – used predominantly in the western U.S. – contain many of the same chemicals, but at much lower concentrations (approximately 1,000 times less). Coal tar and its distillates are known human carcinogens.

## Toxicity of PAHs

Many of the aromatic hydrocarbons in coal tar and coal-tar pitch are carcinogenic, and can cause mutations, birth defects, and even death. Additionally, many PAHs are phototoxic – that is, toxicity is substantially increased when exposed to the ultraviolet radiation (UV) in sunlight. In humans, this is relevant to topical applications such as treatment for skin conditions, and unintentional skin exposure – for example, workers at foundries and coal tar or tar roofing applicators.

In addition to being toxic to humans, many of the PAHs and related compounds that leach from coal-tar sealcoat are also toxic to aquatic animals, including fish and aquatic invertebrates. Scientists describe toxicity in a number of different ways. One way is to determine whether the toxic effect occurs after a brief exposure (hours to days = acute) or after a longer exposure (weeks/months/years = chronic). The 2010 fish kill in Hodges Creek after the accidental wash-off of coal-tar sealant is an example of an acute effect because the mortality occurred after just a few hours. Cancer is an example of a toxic effect resulting from chronic exposure. This is because the cellular injuries that ultimately cause cancer take time to build up.

Another way to assess toxicity is whether the effects are lethal or sublethal. Lethal effects are those that result in mortality (death) of the organism. Sublethal effects impair or harm the organism in some measurable way, but do not directly kill it. For example, fish embryos exposed to low levels of the PAH phenanthrene develop eyes with shorter retinas and smaller lenses, which impairs their vision. Importantly, sublethal effects can indirectly cause mortality. For example, impaired vision is a sublethal effect, but it can hinder important behaviors like feeding and predator avoidance – indirectly leading to the death of the fish in the wild.

PAHs also include many chemicals that are “cardiotoxic” – affecting heart development and/or function. For example, fish embryos exposed to PAH mixtures develop subtly misshaped hearts that cannot pump as much blood as normal hearts. This in turn results in poorer swimming performance that affects the ability of fish to survive and thrive in the wild. Further, through all developmental stages, some PAHs can directly impair heart function by blocking potassium channels in heart muscle cells, which causes arrhythmia. A final important concept of toxicology is that “the dose makes the poison.” Typically, stronger effects occur at higher concentrations and/or longer exposure durations. Therefore, a compound that causes sublethal effects at one concentration may be lethal at a higher concentration and/or longer exposure time. For example, if the PAH exposure continues for hours, the cardiac arrhythmias from blocked potassium channels in cardiac muscle cells can be fatal.

## PAHs in Coal-Tar Sealcoat

The PAHs and similar contaminants in coal-tar sealant can come into contact with aquatic animals through a number of exposure routes. They can be dissolved directly from the sealant surface or from tiny eroded particles of sealant. This means that water simply passing over a coal-tar-sealed surface will pick up toxic contaminants. Larger particles – often “flakes” – of sealcoat that are worn from the sealcoated surface wash into streams and lakes where they are incorporated into the sediment. Aquatic animals can ingest those particles, in which case the contaminants are released and become ‘bio-available’ inside the animal’s gut. The larger particles also provide a long-term source of contaminants that can be leached off of the particle. Coal-tar-sealed pavements are the largest source of PAHs to streams in areas that commonly use this type of sealant. Several studies, using a variety of methods, have demonstrated the link between use of coal-tar-based pavement sealants and PAHs in aquatic sediments. This topic is further discussed in “Trends and Sources of PAHs to Urban Lake & Streams,” page 8 in this issue.

Environmental scientists have documented toxicity to aquatic animals from different types of exposure to coal-tar sealant. In some studies, water is applied to a sealcoated surface to simulate stormwater runoff (Figure 1) and the runoff is tested immediately for toxicity to aquatic animals. In these studies, the test organisms (fish or aquatic invertebrates) typically are exposed to the water for a short duration (days). These exposures measure “acute” impacts. Many of the studies have investigated how the toxicity of runoff changes as the sealant ages, or “weathers,” over months to years. In other studies, flakes of dried sealcoat are added to water or to clean stream sediment prior to adding aquatic animals. In these studies, the test organisms are typically exposed to the water or sediment for a longer duration (weeks), measuring impacts from “chronic” exposure.

### Toxicity to Aquatic Animals from Acute Exposure

Runoff water collected within hours of coal-tar sealcoat drying is consistently lethal to fish and aquatic invertebrates (Table 1). This is because of the high



Figure 1. Coal-tar sealant application (A) and a sprinkler system to simulate rain on coal-tar-sealed pavement at Washington State University (B).

concentrations of contaminants that dissolve into runoff water after the sealcoat is first applied. Concentrations of some contaminants (e.g., the PAH phenanthrene; Figure 2) decrease rapidly over the first few days following application, but runoff waters continue to be toxic for a surprisingly long time. A study in Texas collected water from parking spaces with coal-tar sealcoat

applied. Runoff water was generated at intervals between 5 hours and 111 days after sealant application. *Daphnia* – tiny hard-shelled aquatic invertebrates – and juvenile fathead minnows were placed in these waters and their survival monitored for 48 hours. The researchers saw 100 percent mortality even 36 days after the sealant was applied. For coal-tar-sealed plots 36 to 111 days old, the *daphnia*

**Table 1.** Studies of the Toxicity of Coal-Tar Sealant to Aquatic Animals.

| Organisms                                                              | Tissue      | Exposure Duration | Time since sealcoat application | Coal-tar sealant source   | Sediment ΣPAH (mg/kg) <sup>a</sup> | Water ΣPAH (µg/L) | Toxic Effect                                         | UV <sup>b</sup> or other treatment                  |
|------------------------------------------------------------------------|-------------|-------------------|---------------------------------|---------------------------|------------------------------------|-------------------|------------------------------------------------------|-----------------------------------------------------|
| <i>Daphnia magna</i> and fathead minnow ( <i>Pimephales promelas</i> ) | Whole       | 48 h              | 5 h – 36 d                      | Runoff water              | n.a.                               | 167-367           | 100% dead                                            | UV: 100% dead                                       |
| <i>Daphnia magna</i> and fathead minnow ( <i>Pimephales promelas</i> ) | Whole       | 48 h              | 68 - 111 d                      | Runoff water              | n.a.                               | 167-367           | <20% dead                                            | UV: 100% dead                                       |
| Zebrafish embryos ( <i>Danio rerio</i> )                               | Whole       | 48 h              | 2 h                             | Runoff water              | n.a.                               | 1040              | 100% dead                                            |                                                     |
| Zebrafish embryos ( <i>D. rerio</i> )                                  | Whole       | 48 h              | 7 - 207 d                       | Runoff water              | n.a.                               | 137-164           | >60% hearts abnormal                                 | Unsealed: no effect                                 |
| Rainbow trout ( <i>Oncorhynchus mykiss</i> )                           | Liver cells | 48 h              | 5 h – 36 d                      | Runoff water              | n.a.                               | 1.7-36            | 1%, 10% runoff: no DNA damage                        | UV: 1%, 10% runoff: DNA damage                      |
| Juvenile salmon ( <i>Oncorhynchus kistutch</i> )                       | Whole       | 96 h              | 2 h                             | Runoff water              | n.a.                               | 1040              | 100% dead                                            |                                                     |
| Juvenile salmon ( <i>O. kistutch</i> )                                 | Whole       | 96 h              | 7 - 207 d                       | Runoff water              | n.a.                               | 137-164           | 10-55% dead                                          | <sup>c</sup> Unsealed: no effect                    |
| Medaka embryos ( <i>Oryzias latipes</i> )                              | Whole       | 9 d               | 1-2.5 years                     | Runoff water <sup>d</sup> | n.a.                               | n.m.              | 23% dead, DNA damage                                 | UV: No additional DNA damage                        |
| Frog embryo ( <i>Xenopus laevis</i> )                                  | Whole       | 10 d              | n.a.                            | Dried flakes in water     | n.a.                               | 1310 mg flake/L   | 100% dead                                            | Not tested                                          |
| Midge ( <i>Chironomus dilutes</i> )                                    | Whole       | 10 d              | unknown                         | Parking lots              | 0.6-208 <sup>e</sup> median: 33    | n.m.              | Reduced mass                                         |                                                     |
| Newt ( <i>Nothophthalmus viridescens</i> )                             | Whole       | 28 d              | n.a.                            | Dried flakes in sediment  | 8-1149 median: 57                  | 160-1464          | Liver damage, impaired righting behavior             | Asphalt sealcoat flakes: no effect                  |
| Salamander ( <i>Ambystoma maculatus</i> )                              | Whole       | 28 d              | n.a.                            | Dried flakes in sediment  | 48-1360                            | 66-263            | Impaired swimming                                    | UV: blood cell changes                              |
| Amphipod ( <i>Hyalella Azteca</i> )                                    | Whole       | 28 d              | unknown                         | Parking lots              | 0.6-208 <sup>e</sup> median: 33    | n.m.              | Reduced mass                                         | UV: 31% sites increased death; 69% sites immobility |
| Benthic macroinvertebrates                                             | Community   | 24 d              | n.a.                            | Dried flakes in sediment  | 5.8-324 median: 11                 |                   | Altered                                              |                                                     |
| Benthic macroinvertebrates                                             | Community   | Field             | unknown                         | Parking lots              | 0.7-32 <sup>f</sup> median: 7      | n.m.              | Less richness and density as sediment PAHs increased |                                                     |
| Frog embryo ( <i>Xenopus laevis</i> )                                  | Whole       | 52 d              | n.a.                            | Dried flakes in water     | n.a.                               | 15,131 mg flake/L | Developmental delay                                  |                                                     |

<sup>a</sup> dried sediment weight

<sup>b</sup> UV following water exposure

<sup>c</sup> exposure to runoff from u sealed pavement

<sup>d</sup> runoff in retention pond at least 7 days old

<sup>e</sup> sediments from 33 streams

<sup>f</sup> downstream of input from parking lots at 5 sites



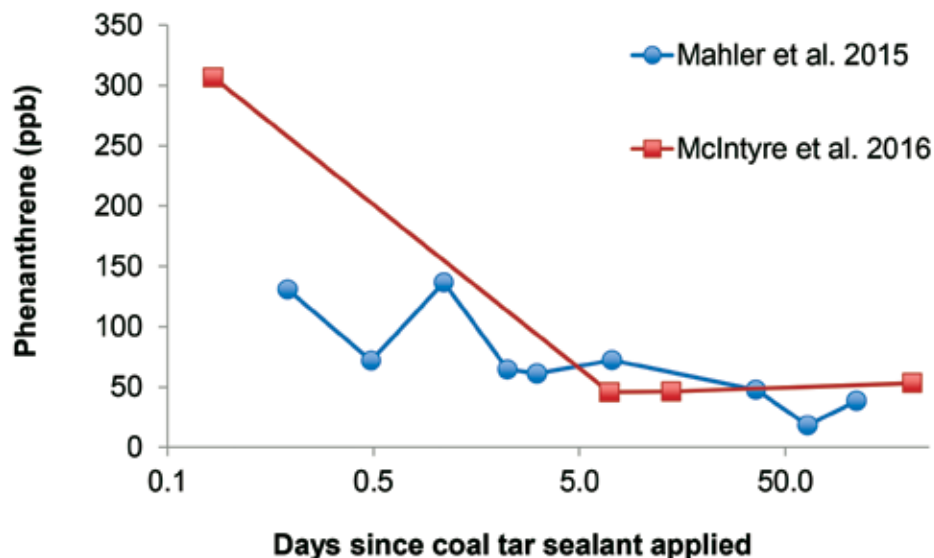


Figure 2. Decrease in the PAH phenanthrene in runoff water over time after coal-tar sealcoat application. Data from Mahler et al. 2015 and McIntyre et al. 2016.

and minnows placed in runoff water survived – unless they were exposed briefly to UV radiation at the end of the 48-hour monitoring period, in which case they all died. This was true even for runoff water diluted 1:10. In contrast, runoff from a mixed coal-tar and asphalt-based sealcoat was toxic to the animals only if they also got a dose of UV. In daphnia, runoff from the asphalt-based sealant was phototoxic for 36 days after sealant application, but for minnows the phototoxicity of the coal tar + asphalt sealant lasted less than one week after sealcoat application.

A study in Washington tested runoff water from pavement sealed with coal tar on juvenile salmon (*Oncorhynchus kisutch*) and the developing embryos of zebrafish (*Danio rerio*). Toxicity remained high enough seven months after sealant application for runoff to kill 55 percent of juvenile salmon within 96 hours. The bile of surviving salmon was black instead of a healthy pale green (Figure 3), indicating that the fish were actively metabolizing the coal-tar chemicals. Runoff from the seven-month-old sealcoat also caused cardiovascular abnormalities in more than 60 percent of developing zebrafish embryos within 48 h (Figure 4). In contrast, unsealed pavement from an adjacent plot did not cause any mortality or sublethal toxicity in either species over the exposure time. Acute toxic effects were also seen in frog embryos (*Xenopus laevis*) reared in water containing coal-tar sealant flakes. All of the embryos exposed to the highest dose of flakes (1,301 mg/L) died within ten days (Table 1), even though the contaminated water was replaced with fresh water daily.

Finally, a study with Japanese killifish embryos (*Oryzias latipes*) tested water sampled from a detention pond receiving runoff from a parking lot sealed with coal tar. Approximately one year after the sealcoat was applied, the pond water killed 17 percent of killifish embryos within 9 d of exposure. Approximately 2.5 years after the sealcoat was applied, embryos exposed to the pond water showed significant damage to their

DNA. It is important to note that many of the contaminants in coal-tar sealant, including PAHs, are “organic” chemicals. This refers to the fact that they are made up of carbon and hydrogen and as such can be degraded by bacteria. The result is that, typically, these chemicals will lose potency over time once they are dissolved in natural waters. This is an important study not only because the sealcoat itself was older, but also because the water used in these experiments was collected from the retention pond more than one week after the most recent rainfall. As such, there would have been significant degradation of the chemicals carried from the parking lot into the pond.

### Toxicity to Aquatic Animals from Longer Exposures

Several studies have added flakes of coal-tar sealant into clean water or

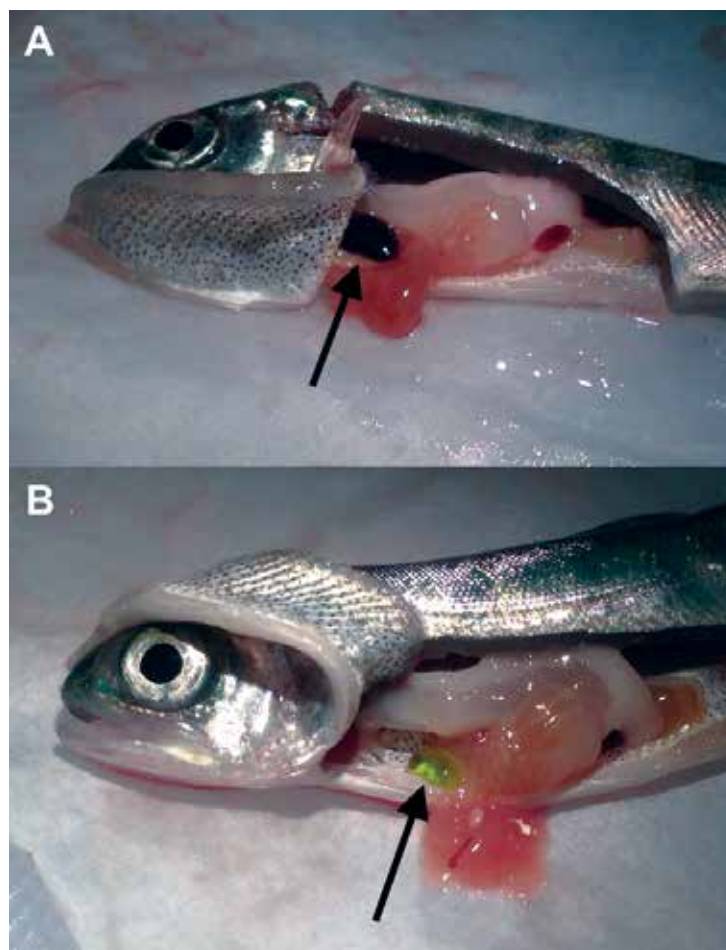


Figure 3. Bile from the liver is excreted into the intestines for removal from the body. Gallbladder containing bile is indicated by a black arrow. (A) The bile of salmon surviving exposure to runoff from coal-tar sealcoat was black. (B) The bile of control salmon and salmon exposed to runoff from unsealed pavement was a healthy pale green.

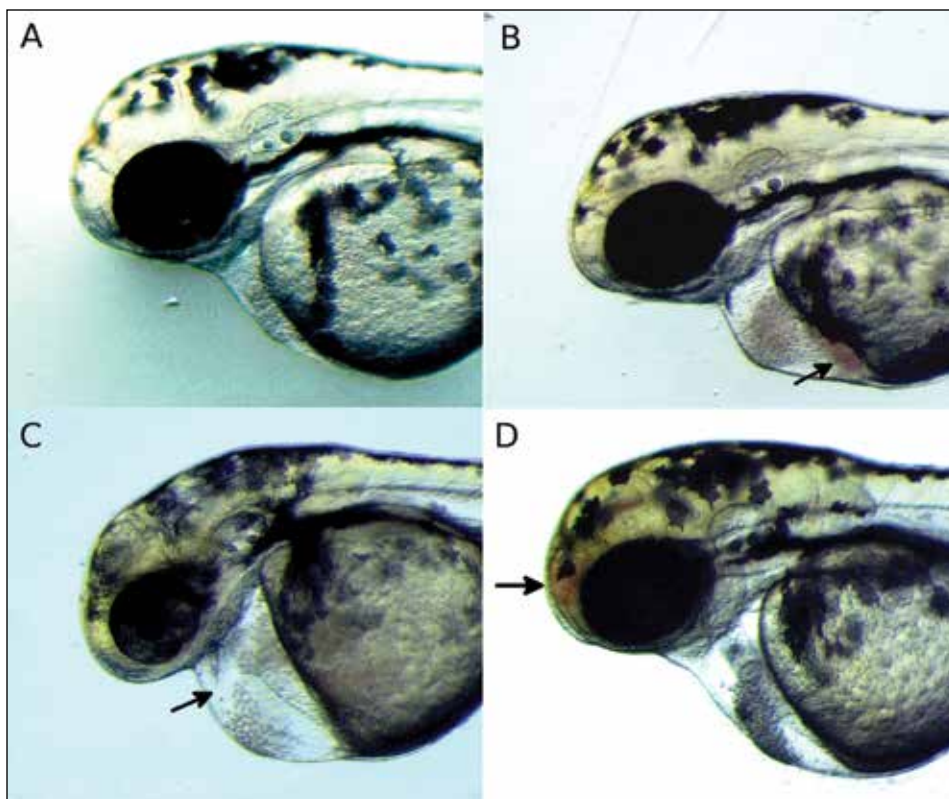


Figure 4. Zebrafish embryos following exposure to (A) control water or (B-D) runoff from coal tar sealcoated pavement showing various cardiovascular abnormalities. (A) Normally developed embryo. (B) Blood pooling in the common cardinal vein. (C) Pericardial edema – fluid accumulation around the heart. (D) Cranial hemorrhaging from broken blood vessels in the head.

sediments and studied the chronic (weeks) toxicity to aquatic vertebrates including frogs, newts, and salamanders (Table 1). Frog embryos exposed to dried coal-tar sealant flakes in water at medium (131 mg/L) and low (15 mg/L) doses survived the full exposure of 52 days, but by 14 days, the embryos had significant developmental delay. By 52 days, 66 percent of the control tadpoles had metamorphosed into frogs, but none of those exposed to either the low or medium doses reached metamorphosis. Eastern newts (*Notophthalmus viridescens*) showed evidence of liver damage after 28 days associated with sediments containing coal-tar sealant flakes. The amount of liver damage was related to the amount of PAHs that dissolved in the water. Similarly, salamanders (*Ambystoma maculatum*) exposed to sediment with coal-tar sealant flakes had impaired swimming ability. However, exposure to flakes of asphalt-based sealcoat produced much lower levels of dissolved PAHs and did not cause measurable impairment.

Many aquatic invertebrates are closely associated with sediments. These “benthic” invertebrates include families like amphipods that spend their whole lives in or near the sediments, while others like midges or mayflies eventually emerge from water and metamorphose into flying insects. During their benthic phase, these invertebrates are especially vulnerable to particles from coal-tar sealant. Changes in entire benthic invertebrate community composition have been observed when exposed to clean sediments with added flakes of coal-tar sealcoat. Furthermore, in streams receiving runoff from parking lots with coal-tar sealant scientists have observed a clear negative relationship between concentration of PAHs in sediments and the number and diversity of aquatic invertebrates. The most recent study on the toxicity of coal-tar sealant to aquatic invertebrates used sediment collected from streambeds at 33 sites around Milwaukee, WI. A midge species (*Chironomus dilutus*) was reared with the Milwaukee sediments for 10 days and an amphipod (*Hyalella azteca*) for 28

days. There was no significant mortality for either species, but the animals lost weight when exposed to sediments from 19 percent of the sites. Following a four-hour UV exposure, *H. azteca* survival was reduced at 1/3 (31 percent) of sites, and mobility was impaired at 2/3 (69 percent) of sites. PAH concentrations at nearly all of these sites (91 percent) had PAH concentrations above the sediment quality guideline (probable effect concentration) of 22.8 mg PAH/kg sediment, the concentration at which negative effects to benthic animals are likely.

### Is Phototoxicity Relevant to Aquatic Animals?

Some have argued that UV-induced phototoxicity of PAHs is not relevant to animals living underwater, because UV radiation dissipates with depth. However, many of the streams where animals are exposed to sediments with elevated PAHs are shallow and the water is typically clear – making the laboratory exposures similar to actual conditions in the wild. Additionally, many aquatic animals and/or their embryos are translucent or clear, which increases their vulnerability to phototoxic PAHs.

### Summary

Healthy ecosystems provide economic and health benefits to humans. Ecosystems made unhealthy by chemical pollution do more than deny us these benefits – they are mirrors that link our welfare to that of other animals. Numerous research studies show that toxic chemicals from coal-tar sealcoats can cause a suite of toxic injuries in a variety of invertebrates, amphibians, and fish. These injuries include mortality as well as sublethal effects such as DNA damage, cardiotoxicity, developmental delay, and alterations of critical behaviors. In contrast there appears to be relatively little toxicity associated with unsealed pavements or pavements sealed with asphalt-based products. Finally, sunlight can exacerbate the toxic effects of exposure to PAHs, particularly for animals living in shallow water. In response to the 2010 fish kill on Hodges Creek mentioned in the introduction to this article, council members of Boone, North Carolina, passed strict regulations to discourage the use of coal-tar-based products as



pavement sealers. Similar and even more stringent regulations have been enacted elsewhere in the U.S. in recognition of the risks that these sealants pose to human and non-human health.

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**Dr. Jenifer McIntyre** is an assistant professor of aquatic toxicology at Washington State University in Puyallup, WA. Her major research goals include understanding the impacts to aquatic animals of contaminants present in urban stormwater runoff, and the biological effectiveness of green stormwater infrastructure to prevent those impacts.



(Student Corner, continued from p. 39 . . .)

**Andrew Labaj**, M.Sc., is currently pursuing a Ph.D. in biology at Queen's University, Ontario, Canada in the Paleocological Environmental Assessment and Research Laboratory (PEARL). His M.Sc. work used paleolimnology to assess the biological recovery of lakes surrounding Sudbury, Ontario. Andrew's current research uses paleolimnology to examine the impacts of climate change in the high-elevation lakes of the South American Andes.



**Branaavan Sivarajah**, M.Sc., is currently pursuing his doctoral research with PEARL at Queen's University, Ontario, Canada. For his M.Sc. project, Branaavan used paleolimnological techniques to examine the cumulative effects of multiple stressors on aquatic ecosystems around Georgian Bay, Lake Huron, including acidified lakes in Killarney Provincial Park near Sudbury, Ontario. Branaavan's current research focuses on assessing the long-term biological consequences of arsenic contamination in subarctic lakes from Yellowknife, Northwest Territories.



**The Host Committee is busy working on the details for the 37th annual Symposium. Potential highlights include nature photography workshop, new aeration/oxygenation workshop, field trip to Lake Dillon, factory tours for local probe manufactures, and a visit to the USGS ice core laboratory.**

# Protecting Urban Waters & Sediments in Minnesota & the Great Lakes Region

Al Innes\*

## *Recent action to reduce PAHs from coal-tar sealcoats to protect urban waters and sediments in Minnesota and the Great Lakes region*

### Background

Since its establishment in 1990, Minnesota's Toxic Pollution Prevention Program approach has been applied broadly to an array of existing and emerging environmental issues in addition to toxic waste including inefficiencies in energy and water use. Addressing environmental issues where they originate, before there is an impact, has helped improve companies' net profits, while helping to improve health, environment, and sustainability of natural resources.

In recent years, environmental monitoring and research has detected the presence of existing as well as new and emerging contaminants in people and the environment that are released during or after the use of a product, including plastics monomers, plasticizers, surfactants, flame retardants, fragrances, corrosion inhibitors, pigments, pharmaceuticals, and polycyclic aromatic hydrocarbons (PAHs). In response, the Minnesota Pollution Control Agency (MPCA) has used the prevention approach to promote green and safer chemistry and engineering of products.

This article reviews the application of this approach to the release of polycyclic aromatic hydrocarbon compounds (PAHs) from coal-tar-based sealcoats in Minnesota and elsewhere around the Great Lakes.

### Why Coal-Tar Sealcoat Became a Priority in Minnesota

As described in other articles in this issue, research findings reported in the early 2000s revealed increasing PAH contamination in sediments collected from urban lakes, linking a significant proportion of that contamination to stormwater runoff from asphalt surfaces covered with coal-tar sealcoat. These findings were of immediate interest in Minnesota, where lakes and rivers have high social, cultural, recreational, and commercial value, and therefore have a strong history of protection through policies and programs.

Local governments have long provided the foundation of the state's stormwater management infrastructure. However, after 20 or more years of service, the stormwater catchments in many Minnesota cities are filling with sediment, particularly near stormwater entry points, reducing their ability to capture both runoff volume and pollutants. At the same time, the state has developed its municipal separate storm sewer system (MS4) program, which requires cities to monitor and clean out stormwater ponds.

Finally, Minnesota applies standards for cleaning up and managing contaminated sediments that can be quite stringent for high levels of individual and/or total PAHs in sediments due to their carcinogenic potential and persistence. Sediments that have high concentrations of PAHs must be transported to and disposed of at a permitted landfill with a liner sufficient to prevent the escape of contaminants.

The transport and disposal of sediment with high concentrations of PAHs can cost cities as much as \$50 per cubic yard, up to three times the cost of on-site management such as berming. With 5,000 yards<sup>3</sup> or more of highly contaminated sediment built up in some areas in ponds, the costs for cleaning out such ponds mount quickly. In 2010, MPCA estimated that if 10 percent of sediments in 20,000 Minnesota ponds exceeded the most stringent PAH standard, the total cost of clean up to Minnesota cities could exceed \$1 billion (Figure 1).

Minnesota promotes reductions of other active sources of PAH contamination such as wood fires and vehicle emissions. However, by 2009 the weight of evidence from research identified coal-tar sealcoat as a substantial source, and one of the more readily preventable ones. The specter of the enormous cost for sediment clean up therefore led cities to approach the Minnesota Legislature for remedies. In 2009, a statewide ban on coal-tar sealcoat use was proposed. However, instead of a statewide ban, the Legislature:

1. enacted a ban on state agency use;
2. required that cities inventory and assess their stormwater ponds;
3. directed the development of a model ordinance for local bans of coal tar;
4. provided grants to underwrite the cities' costs of sediment clean-up if they enacted a local ban.

Local bans would not solve current contamination issues. However, they would slow the rate of future contamination, reducing the future costs of clean up. Minnesota cities began enacting local bans in 2010 and within

\*with contributions from Cheryl Kallio, *Freshwater Future*



Figure 1: Excavation of sediment from Varney Pond, White Bear Lake, Minnesota; left, before; right, in process.

three years, 29 were in place, primarily in the Twin Cities suburbs but with others sprinkled around the state.

### Genesis of a Pollution Prevention Project

Because of these developments, by 2011 an environment of heightened awareness existed, accompanied by pressure on municipalities and the sealcoat supply chain. However, with most state waters not yet protected by bans, the MPCA decided to promote a voluntary phase-out of coal-tar sealcoat on a statewide basis. Since research around the Great Lakes Basin was finding coal-tar-sealcoat-based PAHs at significant levels at all study sites, MPCA teamed with the University of Wisconsin-Extension Solid & Hazardous Waste Education Center and the Michigan Department of Environmental Quality to propose a more far-reaching project.

MPCA was awarded a grant from U.S. EPA's Great Lakes Restoration Initiative (GLRI) program to support a coal-tar sealcoat pollution prevention project first in Minnesota, and then spreading education and effective prevention tools across the Great Lakes region (Figure 2).

Based on 21 years of experience in pollution prevention programs, MPCA had concluded that many conditions necessary for success were in place in Minnesota:

- Heightened awareness and concern over the cost of coal-tar PAH impacts – strengthened by sediment research in Minnesota showing local occurrences of high PAH levels with more than 50 percent contributed by coal tar;
- Pressure on retailers, distributors, and contractors from the accelerating pace of local bans;
- Availability of safer and affordable sealcoat alternatives. Pollution prevention outreach is more effective when the promoter is able to make referrals to feasible alternatives;
- Endorsement of the performance of asphalt based alternatives by the Minnesota DOT and other pavement experts. This was important because pavement preservation is a shared goal, for both economic and environmental reasons.

### Implementation in Minnesota and Wisconsin

In the early stages of the project, MPCA and the University of Wisconsin-Extension worked with others to develop:

- Educational materials including guidance to assist pavement owners transition away from the use of coal-tar sealcoat. Guidance was prepared considering all alternative technologies (asphalt-based, acrylic, gilsonite, plant oil) but featured asphalt-based as the most proven and price-competitive.

- An inventory of providers (retailers, suppliers, contractors) of safer alternatives. Preparing the inventory was a significant effort that involved mining multiple data sets to locate the names and addresses of providers; crafting messages that would be compelling to busy owners of (mostly) small businesses; and following up with them by mail or e-mail. In response, and spurred by awareness of local concerns, 77 contractors and suppliers, or about 25 percent of those thought to be active in Minnesota at the time, signed a pledge not to apply coal-tar sealcoat.

Telephone surveys conducted later in the project resulted in ten completed interviews with contractors and suppliers in this pledged group. That group of ten reported eliminating 93,500 gallons of coal-tar sealcoat use per year. The PAH reduction associated with that amount is difficult to pinpoint, since sealcoat PAH concentrations may vary by batch, by company, or by varying methods of estimating concentrations found in the literature or in product data sheets. MPCA therefore presents reductions estimates for the group of ten respondents as a range, anywhere from 28 to 50 tons per year. Minus outliers, the average coal tar volume per contractor per year for this group was about 5,000 gallons.





Figure 2: Great Lakes Basin research.

In Wisconsin, 311 applicators were contacted: 26 (8 percent) signed a commitment not to apply coal-tar sealcoat. MPCA attributes this response to the fact that many western Wisconsin providers serve the Twin Cities, Duluth, or other border markets; the presence of a ban in Dane County (Madison), Wisconsin; and published findings from sediment PAH research conducted in the Milwaukee area.

As a resource to support pavement owners seeking providers of safer alternatives, MPCA staff produced an on-line map and listing of the applicators and suppliers in the Great Lakes area who signed a certification that they would not to apply coal-tar sealcoat (<https://www.pca.state.mn.us/water/find-contractors-applying-safer-sealcoat>). The map was later enhanced to include points where restrictions are in place.

- With supporting conditions and resources in place, project partners focused on educating owners and managers of properties that typically

require the maintenance of asphalt pavement. The target audience included school districts, shopping center and other commercial property owners and managers, hospital associations, industrial stormwater permittees, and faith-based organizations. Assistance in multiplying the message was accomplished by working with business assistance providers involved with environmental compliance and pollution prevention; the League of Minnesota Cities and city networks and other organizations in the Great Lakes area involved with resource sustainability or environmental protection; stormwater professionals, extension service networks; Parent Teacher Associations, and pavement engineers and associations. Information distribution was accomplished using web pages, e-mail blasts, targeted mail, phone calls, webinars, and press releases and interviews.

In all, MPCA estimates the project partners contacted over 31,000 organizations and individuals with

indirect messaging (through facilitators), 7,550 of these with messages generated directly by the partners.

### Implementation in Michigan and Eastward

While outreach efforts in Minnesota and Wisconsin progressed well and produced reasonable results, the Michigan Department of Environmental Quality (DEQ) did not have the resources necessary to replicate the same level of outreach. Instead, Michigan focused its efforts on educating their pollution prevention and sustainability networks and on assessing the possibility of developing contaminated sediment clean-up standards and municipal separate storm sewer system (MS4) permits, which were already present in Minnesota and provide the necessary foundation for regulation.

Because some of the lack of response in Michigan and other Great Lakes states and provinces may have been due to the fact that the outreach was coming from an unfamiliar source, MPCA decided in fall 2013 to package the remainder of its

GLRI funds as a grant to an organization outside Minnesota or Wisconsin that could undertake a coordinated outreach effort to pavement owners and sealcoat providers in their geographic area. Freshwater Future, the Michigan water protection network and service provider, was awarded the grant and developed the outreach effort through the rest of 2014.

Freshwater Future is a very different originating organization than MPCA or Wisconsin-Extension: nongovernmental, activist, grassroots, and locally oriented, with a readymade network of Michigan municipalities and community-based watershed and public health protection organizations. In addition to organizations located in Michigan, Freshwater Future's membership also includes networks of organizations outside the state, across the Great Lakes Basin. The core of their work plan was to educate these networks on coal tar PAH issues, recruit partners from among those networks, and with those partners, implement local pollution prevention and regulatory initiatives that would protect community members and their waters.

At MPCA's direction, and with its technical assistance, Freshwater Future first carried out statewide contractor outreach, generating a list of 740 companies and contacts (many of which turned out not to be active), and seeking a pledge to reduce or eliminate coal-tar sealcoat applications. However, there was little response to this effort from Michigan suppliers and contractors. Michigan has nine pledged companies now, and most of those responded to independent local efforts in the Grand Rapids area in western Michigan and the Huron River watershed area in the southeast. Only two in Michigan and four in Ontario responded to Freshwater Future. This led Freshwater Future and MPCA to conclude that additional local awareness and impetus from the user/owner/community end of the supply chain was necessary – and might lead eventually to greater response by providers.

Freshwater Future ramped up outreach to local organizations and municipalities to build awareness of coal-tar PAH impacts. Ten organizations around the Great Lakes signed on to assist, and 11 others agreed to educate their stakeholders. Freshwater Future

found that whenever they approached a new audience with information on coal-tar PAH hazards, there were questions as to why the purpose of the outreach was not aimed primarily at regulatory bans. It took nuanced explanation to show that bans were difficult to accomplish politically, may not be a tool available in charter to all municipalities, and might only be applicable to public property (not private) or to use (not sales).

Nevertheless, some 40 of the 77 Michigan cities and townships Freshwater Future approached considered ordinances or resolutions banning coal tar use on publicly owned property, sometimes on private property (citywide), or if not bans, then education and promotion of safer alternatives with their citizens. Thirteen municipalities adopted resolutions during the project.

In conjunction with these efforts focused on local government, Freshwater Future approached two types of entities not previously targeted in Minnesota and Wisconsin: one on the user/owner end of the supply chain (168 universities and colleges), and the other on the supply end (205 distributors and local hardware stores in the targeted geographic jurisdictions). Five U.S. and two Canadian universities committed to eliminate or reduce coal tar use, while among retailers, 36 stores considered not selling coal-tar sealcoat; ultimately, nine made that commitment.

In the course of the project, Freshwater Future's outreach energized the Huron River Watershed Council (HRWC) in southeast Michigan on the coal tar issue. HRWC's subsequent education of local governments in the watershed led to four new restrictions on coal tar use, and in a couple of those cases, to limits on the concentrations (either 0.1 percent or 1 percent by weight) of total PAHs present in sealcoat. A group of governments west of Chicago also adopted this approach of limiting total PAH content.

MPCA estimates that 62 organizations outside Minnesota and Wisconsin and on the user or purchaser end of the supply chain made decisions to eliminate or reduce coal-tar sealcoat in response to the project's outreach.

Imposing limits to total PAH content as a different approach to regulation was

spurred by the industry's introduction in 2015 of a non-coal-tar sealcoat based on steam-cracked petroleum residues (CAS 64742-90-1). While not as high as coal tar in total PAHs or the heavier molecular weight PAHs that end up in sediments, this material can contain up to 3 percent (30,000 parts per million) total PAHs. In addition, it has high levels of lighter, more volatile PAHs that are an inhalation concern (such as naphthalene, which was clearly connected to carcinogenic activity in animals by the National Toxicology Program in 2001), or medium-weight PAH molecules which can be an aquatic toxicity concern. By comparison, asphalt-based sealcoats contain 0.005 - 0.1 percent total PAHs.

Back in Minnesota, cities renewed their call for a statewide sales and use ban at the 2013 legislative session. That proposal was enacted in May 2013 and has been in effect since January 2014. The numerous local bans, looming sediment clean-up costs, and the 77 contractor commitments indicating willingness within the industry to use alternative sealcoat products – all played a role in the passage of the statewide ban.

## Conclusion

While reductions in Minnesota documented by and attributable to the project are relatively small (93,500 gallons per year), one should remember that they are only those reported voluntarily by ten responding contractors, resulting in anywhere from 28 to 50 tons of PAH reductions in those ten contractors' service areas. This may suggest that investing in developing local conditions to drive supply chain change has good potential for significant local PAH reductions.

MPCA concludes that, given conducive supporting conditions, voluntary pollution prevention initiatives can produce real pollutant reductions and build the case for wider-scale (e.g., statewide) restrictions on sales and use. If there is little local awareness, education can spur local government and retailer action to eliminate use, particularly where stakeholders are motivated to protect a local natural resource perceived to hold high value.

MPCA's Pollution Prevention Program has committed to maintaining



the dynamic page at <https://www.pca.state.mn.us/water/find-contractors-applying-safer-sealcoat>. This will involve continuing to post forms for contractors, suppliers, retailers, municipalities, and universities to use to make commitments to eliminate coal-tar sealcoat use, to accept completed forms and to post their commitments on the map and list on that page. The other pages linked there are more static, so their maintenance should also be feasible.

MPCA will also monitor research to assess sediment coal tar PAH levels in areas where prevention projects or bans have been implemented. One such study suggests that reductions may begin to show up in sediment in as little as eight years. Planning and securing resources for a 2024 follow-up at Minnesota sites studied 15 years earlier might demonstrate the value of reduction efforts.

### Possible Future Efforts

1. *Expand partnerships with hospitals, other care facilities, medical organizations and schools.* A number of those that MPCA and partners contacted suggested that health care and educational institutions would be interested in acting on coal-tar sealcoat use – the medical facilities for public health purposes, and the schools to protect their students. MPCA conducted some outreach to hospital and health care associations, but did not invest resources in a full partnership and direct outreach. This could be a productive approach, and yield subsequent support from health facilities and associations as a public health improvement opportunity.

2. *Consider developing and offering applicator trainings.* MPCA worked with a local provider to develop training for winter maintenance (road salt reduction) providers to address increasing chloride contamination in urban lakes and streams. Much of the early resistance by sealcoat contractors to the use of coal tar alternatives was due to early formulations that did not perform well and have since been improved, and to the use of application methods suited to coal tar but not for the alternatives. Training would help to alleviate contractors' concerns, elevate professionalism, and improve the performance of alternatives.

3. *Support the development and acceptance of cost-competitive, zero-PAH sealcoats.* As suggested earlier, one response from the sealcoat industry to pressure on coal tar was to introduce another high-PAH alternative in 2015. Technically legal in areas with a coal tar ban, this option nevertheless releases carcinogenic and toxic PAHs that can be harmful to people and animals. In addition, this alternative product smells and reacts to other screening tests exactly like coal tar when applied, making compliance with sealcoat restrictions more difficult and costly to assess.

The MPCA and its partners would prefer an eventual option that is cost competitive and contains zero PAHs. MPCA has encouraged makers of newer, zero-PAH sealants or rejuvenators to work with transportation departments and other experts to test the pavement preservation performance of their products to standards, and to submit their formulations to EPA's Safer Choice program, Green Seal, or other confidential, third-party certifiers to establish them as clearly safer alternatives.

4. *Leverage sustainability efforts.* There is a growing number of sustainability initiatives within cities, companies, colleges, and community and regional organizations. Developing and acting on information on the use of fertilizers, coal tar sealcoats, or other potentially toxic chemicals in products used by organizations in their business or on their properties would broaden the scope of many organizations' sustainability programs,

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United States Geological Survey  
Research: PAHs and Coal-Tar-Based Pavement Sealcoat (USGS web site) <https://tx.usgs.gov/sealcoat.html>.

University of Wisconsin-Extension Solid & Hazardous Waste Education Center (fact sheets) <http://shwec.engr.wisc.edu/publications>

- Coal Tar-Based Asphalt Sealcoats – A Health and Environmental Hazard
- Non-Coal Tar applicators
- Avoiding High Costs from Stormwater Sediment Contaminated by Coal Tar-Based Asphalt Sealcoats

For the past 7 of his 22 years at the Minnesota Pollution Control Agency, **Al Innes** has been leading the agency's initiatives to support safer product chemistries that reduce environmental loadings of hazards. Prior to this work, Al led several MPCA initiatives using pollution prevention and environmental management systems approaches in permitting, inspections, self- and third-party auditing, and performance-based incentive programs. He has delivered pollution prevention assistance through grants, outreach, and training, both at MPCA and in the non-profit sector previously. You may contact Al Innes ([alister.innes@state.mn.us](mailto:alister.innes@state.mn.us)) for further details and lessons learned from the project. 



# Frequently Asked Questions:

## Polycyclic Aromatic Hydrocarbons (PAHs)

**Q) Aren't polycyclic aromatic hydrocarbons (PAHs) also in some foods, medicines, and shampoos? Are the risks to human health comparable?**

A) PAHs are present in some foods, medicines, and shampoos. However, the risks from food-derived sources of PAHs and medicinal uses of coal tar are not comparable since these exposures are a matter of consumer choice and the concentrations of those PAH compounds of concern to human health are not the same. The choice to use a product containing coal tar as a treatment for a medical condition is weighed against the potential benefits of the exposure. Generally, medical treatments are limited to those suffering a disease. Consumption of food containing PAHs (such as charcoal-grilled meat) is also a matter of choice. While food exposures may be the greatest exposure to PAHs for most people, typically carcinogenic PAH concentrations in contaminated sediment and soil are two or more orders of magnitude greater than carcinogenic PAH concentrations in food. Because environmental exposures to PAHs can be significant for some people, homeowners and businesses alike are encouraged to ask retailers and commercial applicators for products that are not coal-tar based.

**Q) How can I tell if a sealcoat product contains coal tar?**

A) To determine if the product has a coal-tar base, look for the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6 or 8007-45-2 on the product Material Safety Data Sheet (MSDS). The words "coal tar," "refined coal tar," "refined tar," "refined coal-tar pitch," "RT-12," "tar" or other similar terms may be listed on the MSDS or on the product container.

**Q) How can I tell if the existing sealant on my driveway contains coal tar?**

A) The most accurate way to determine whether sealant contains coal tar is to request analysis of the sealant by a laboratory experienced in testing for PAHs. Two inexpensive field tests may be used to help screen for the presence of coal tar. First, coal-tar-based sealcoats typically have a strong mothball-like odor indicative of the presence of naphthalene, whereas, asphalt and acrylic sealcoats do not. Second, the City of Austin, Texas, developed a qualitative screening test to check for the presence of coal tar. The screening test involves collection of pea-sized samples of the top layer of sealcoat, which are combined in a small glass container with a small amount of a paint thinner containing mineral spirits, or aliphatic petroleum distillates. The sample-solvent mixture is gently agitated for up to 30 minutes and evaluated for color change. A translucent amber/yellow color with no significant degradation of the particles is usually indicative of coal-tar sealants. A translucent red/brown color with no significant degradation to the sample is indicative of blended coal tar and asphalt materials. An opaque brown/black color and degradation of the sample material is indicative of asphalt sealant. Steam-cracked petroleum residue sealcoat, a recently introduced product, has been found to have high concentrations of naphthalene. So, new applications of this product will smell similar to coal-tar sealcoat. Steam-cracked petroleum residue

sealcoat will also produce the same result in the solvent test as coal-tar sealcoat. So, the aforementioned screening tests will not discriminate this new product from coal tar sealcoat.

**Q) Is the use of coal-tar-based sealant regulated?**

A) Coal-tar sealant is banned in several jurisdictions, including the states of Washington and Minnesota; the counties of Dane, Wisconsin; Montgomery, Prince George's, and Anne Arundel, Maryland and Suffolk, New York; the Cities of Austin and San Antonio, Texas, and Washington, D.C.

**Q) What "best practices" should be followed in the application of sealcoat?**

A) The following best practices should be considered for maintaining asphalt and applying sealcoat.

- **Monitor your pavement's condition and invest in treatments before significant deterioration occurs.** When fully cured, sealcoat covered pavement should have uniform coverage and appearance. All aggregate (small stones) should be covered without spaces, gaps or pinholes. Watch for the formation of cracks, gaps in the aggregate, and loss of the aggregate itself. While a sealcoat is a less-expensive, short-term treatment option, it may not be the most protective and cost-effective in the long run for your pavement's condition. If your pavement is older or has already deteriorated, a different treatment or total replacement with asphalt or other materials may be the best option. Consult with paving engineers or contractors about the history of damage and what future threats you need to protect against. Consider also whether your primary concern is the visual appearance versus preservation.
- **Avoid the use of products containing coal tar.** If sealcoat treatment is determined to be the best option, speak with two or more sealcoat or pavement contractors with experience using safer alternatives to coal tar like petroleum asphalt-based products.
  - **Review Product Data Sheets.** Work only with providers who can show you complete product data sheets to avoid those that contain coal tar. It is the buyer's responsibility to review the data sheets and speak with providers about key ingredients for pavement protection and manufacturer's recommendations for optimal application.
  - **Avoid the use of products that have labels containing the words "coal tar," "refined coal tar," "refined tar," "refined coal tar pitch," "coal tar pitch volatiles," "RT-12," "tar" or similar terms or have safety data sheets, container labels, or technical bulletins listing Chemical Abstracts Service (CAS) numbers 65996-93-2, 65996-89-6, or 8007-45-2.** Coal tar/asphalt blends with as low as 10 percent coal tar content may be offered. But even at this reduced level, PAH content is about 100 times higher than other alternative products such as asphalt-based sealcoat.

- **Consider alternatives to coal tar sealants.**

- Petroleum asphalt-emulsion (CAS number 8052-42-4) is the most common non-coal-tar sealcoat on existing asphalt pavement. Asphalt sealcoats contain PAHs, but at as little as 1/1000th the PAH level of coal-tar sealcoat products. Good asphalt sealcoat emulsions are affordable, provide a black appearance, can provide protection for two to four years if properly applied, and can be used in locations that ban coal tar.
- Gilsonite® and acrylic and agricultural oil-based sealants contain few or no PAHs, but they tend to be higher-priced and do not have as much of a performance track record as asphalt sealants. Even so, these products should be considered as research and market conditions evolve.

- **Repair and prepare the asphalt surface prior to applying sealcoat**

- Cracks in the asphalt one inch wide or less should be cleaned thoroughly and filled with a durable and flexible rubberized sealant that will adhere tightly to the asphalt. Cracks wider than one inch wide should be filled with new asphalt pavement.
- Clean the asphalt surface of any loose material to ensure effective bonding of the sealcoat

- **Follow the manufacturer's recommendations for mixing, application rate, and number of coats of sealant**

- **Apply sealcoat only under the right weather and temperature conditions**

- Application of asphalt sealcoat should take place only if the air temperature is at least 55° F and rising (typically May through September).
- Asphalt and other sealcoats should not be applied at night or when rain is expected in less than three hours, in foggy conditions, or when the pavement surface has standing water. Turn off or cover all sprinkler irrigation systems.

**Q) Can coal-tar sealcoat be removed from pavement?**

A) Safe removal of sealcoats and top layers from asphalt pavement is typically done by grinding or shot blasting. Removal is not

recommended for asphalt in poor condition or with significant cracking, since the blasting or grinding process may break the pavement into pieces. Safe removal of sealants or top layers of asphalt should include enclosing the grinding or blasting process, vacuum-collection of the debris (with HEPA filtration of the exhaust), and containing it for disposal. This includes providing the employees doing the removal with proper hearing, respiratory, and skin protection. Even with high-efficiency containment and collection, these protective measures are a necessary precaution given the health risks of working with coal tar and asphalt dust.

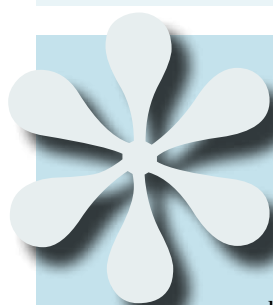
Property owners should ensure that their contractor is properly licensed and bonded and will use proper removal and disposal methods. Contacting neighboring property owners in advance is also encouraged so they may close windows and air intakes and take additional precautions to reduce exposure.

Coal-tar sealcoat and other removal debris should be disposed of properly. No matter the location, pavement owners and contractors must be aware of, and comply with, applicable local, state, or provincial requirements for management and disposal. For example, in Minnesota, coal-tar sealcoat removal debris should be disposed of in a solid waste landfill, with the approval of the landfill operator.

Removal costs around the U.S. have ranged from \$0.60 per square foot for larger surfaces to \$1.25 per square foot for small areas. However, experience is limited so there may be significant variation.

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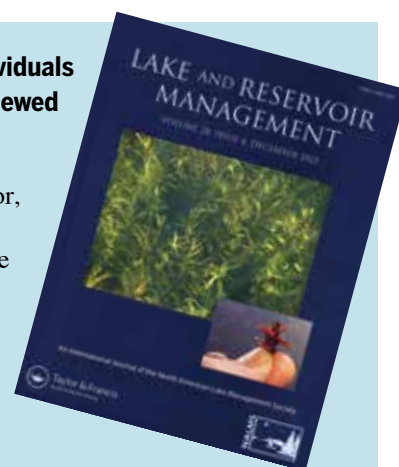


**The NALMS Board of Directors is soliciting letters of interest from individuals who would be interested in serving as Editor for the society's peer-reviewed publication, *Lake and Reservoir Management*.**

Interested individuals should have experience with the journal as an author, reviewer or associate editor, and have familiarity with the ScholarOne manuscript management system and with the wide range of topics that come under the umbrella of lake and reservoir management. Candidates for this position should have:

- Tact and diplomacy
- Excellent project management skills, attention to detail and demanding review timelines
- Excellent English writing and editing skills
- Lake or reservoir management experience

Interested individuals should send a letter of interest to Frank Wilhelm, NALMS President, expressing their interest in the position and briefly outlining their qualifications. Letters will be reviewed by the Publications Committee and further information will be requested if necessary. Materials will then be advanced to the *Lake and Reservoir Management* Editorial Board and the NALMS Board of Directors for further review and approval.



# North American Lake Management Society Achievement Awards Call for Nominations



"You may delay, but time will not." –Benjamin Franklin

Start preparing your North American Lake Management Society Award nominations! Do not delay to put into words the actions and outcomes of an individual, organization, program, or corporation having notable impact in lake and reservoir management.

**Award nominations are due August 15, 2017**

## NALMS AWARDS AND NOMINATION INFORMATION

### Leadership and Service Awards

Nominations should detail how individuals or teams demonstrate leadership, service, and practice of lake and reservoir management. Selection criteria for Leadership and Service Awards include level of involvement, measurable impact, sustainability of action(s), and innovation in lake and reservoir management.

### Volunteer

Nomination should address the significance of an individual or team's volunteer efforts devoted to lake and reservoir management. Professionals (i.e., anyone paid to work on the project) are ineligible.

### Community Education and Outreach

Nomination should address an individual or team's design, facilitation, or performance of exceptional education and outreach activity facilitating community understanding and appreciation for lake and reservoir management.

### Appreciation Awards

Nominations should address how individuals or teams contribute among a variety of lake and reservoir management areas. Selection criteria for Appreciation Awards include level of involvement, measurable impact, sustainability of action(s), and innovation in lake and reservoir management.

- *Secchi Disk Award* – Nomination should articulate how an individual member is considered to have contributed the most to the achievement of NALMS' goals. Award recipient must be a NALMS member.
- *Jim Flynn Award* – Nomination should recognize how an organizational member is considered to have contributed the most to NALMS' goal. Recipient must be a NALMS corporate member.
- *Friends of NALMS Award* – Nomination should detail major contributions of an individual or team to NALMS. Contributions extend beyond monetary donations.
- *Lake Management Success Stories* – Nomination should demonstrate an individual or team improvement in lake/reservoir condition or watershed management in a cost-effective manner.
- *Advancements in Lake Management Technologies* – Nomination should emphasize process of discovering, developing, or refining innovative methods, technologies, or processes targeting safer, cost-effective, and more effective lake/reservoir/watershed management. Individuals or teams completing research projects within the category that contribute to the science of lake management are eligible. Nominations should include supportive documentation (e.g., journal articles).

### Nomination Eligibility

Secchi Disk Award and Jim Flynn Award nominations must be NALMS members. Current NALMS board members and members of the NALMS Awards Committee are not eligible for nomination.

### Nominations

Any individual or entity may submit nominations. Nominations must include the following items:

1. Nominator contact information (name, title, mailing address, telephone number, and email)
2. Nominee contact information (name, title, organization/affiliation, mailing address, telephone number, and email)
3. NALMS Award for nomination
4. Brief and complete description of achievement(s) to be recognized and statement of how nominee's efforts meet specific award criteria.
5. Submit nomination by email to Dana Stephens, NALMS Award Liaison.
6. Please contact Dana with any questions or concerns.

**NALMS Award Liaison : Dana Stephens • 100 College Blvd. • Niceville, FL 32578 • Phone: 850-729-6469 • Email: [stephed@nwfsc.edu](mailto:stephed@nwfsc.edu)**

***Thank you for your nomination!***



Andrew L. Labaj  
and Branaavan  
Sivarajah

# Student Corner

**Looking back to manage the present and predict the future:  
Using lake sediments to assess the long-term ecological  
consequences of mining in Canada**

## **Paleolimnology: A Powerful Tool to Understand the Past**

Natural resource extraction is an integral part of the Canadian economy, adding billions of dollars in revenue annually. Large-scale mining operations for metals began as early as the 19<sup>th</sup> century in Canada. However, environmental monitoring programs intended to assess the long-term ecological consequences of mining activities were only implemented well into the 20<sup>th</sup> century, often long after environmental impacts – such as acidification and metal pollution – had already occurred. In order to understand the long-term impacts of these industries on the environment, it is necessary to “look back” through time, and understand the environmental conditions that existed before industrial activities began, and the types of changes that occurred as a result of industrialization. A powerful method to accomplish this is through the use of paleolimnology, a discipline of limnology that reconstructs past environmental conditions using the information contained in lake sediments.

Lake sediments act as natural archives for their surrounding environment, preserving material from both inside and outside the lake. Information contained within the sediment record can be used to answer questions about environmental change – both natural and anthropogenic – through time (Smol 2008). Paleolimnological studies have been used to answer a number of applied environmental questions, however, some of the most striking examples of its usefulness relate to the assessment of mining impacts. Here, we highlight two examples where paleolimnology was successfully used to track the long-term impacts of

regional mining industries on aquatic environments.

## **A History of Acidification and Metal Contamination in Sudbury, Ontario**

Sudbury, Ontario, has a long history of nickel and copper mining, with the discovery of the nickel deposits occurring in the 1880s. The initial ore roasting beds as well as early smelters released huge quantities of acid rain-causing sulfur dioxide (SO<sub>2</sub>) into the atmosphere, which reached an area of 17,000 km<sup>2</sup> (equivalent to nearly 90 percent of the size of Lake Ontario) around the city (Keller et al. 2007). The large amount of acid rain in the region caused widespread damage to the landscape, killing off vegetation (resulting in a desolate landscape colloquially known as the “moonscape”) and acidifying thousands of surrounding lakes. The lakes closest to Sudbury also experienced contamination with nickel and copper particles, which are heavy and do not travel as far as SO<sub>2</sub> in the atmosphere. The combination of these stressors resulted in the loss of many fish species and radically altered food webs in lakes, which had been valued for their recreational use. Although the initial reports of lake acidification were released in the 1960s, the long-term history of damage to the lakes remained unknown – the roasters and smelters had been operating for more than 30 years before the pH scale had even been invented!

Paleolimnology provided a way to determine background conditions and to track the damage that had been done over time. The initial research examined diatoms and chrysophytes – two groups of algae that are sensitive to changes in lake water pH and metal concentrations and leave identifiable fossils in the sediments. Using statistical transfer functions, the

species composition and abundance of diatom and chrysophyte remains was used to reconstruct past pH levels. These methods work by establishing the optimal growth conditions of the species found in the sediments, and using their abundance to calculate the likely pH. A combination of sediment geochemistry and diatom- and chrysophyte-based transfer functions were also used to establish past metal concentrations. The early studies provided the much-needed pre-industrial environmental data and tracked the dramatic shifts in aquatic organisms in response to acidification and metal contamination through time. These studies found that many of the lakes surrounding Sudbury began acidifying and accumulating metals soon after the initial smelting operations commenced in the late 19<sup>th</sup> century. Furthermore, the pH at the most impacted lakes declined by as much as 2 pH units. Once the extent of the problem had been established, a number of emission reduction methods were put in place, including the installation of exhaust scrubbers to remove SO<sub>2</sub> from the smelter exhaust, as well as government-legislated emission controls that became progressively more stringent. Ongoing water quality monitoring programs indicate that these measures were effective, and many lakes in the Sudbury region have returned or are returning to their pre-industrial pH (Keller et al. 2007).

Although the pH of many Sudbury lakes has returned to pre-industrial levels, the biological recovery in these lakes continues to lag behind the chemical recovery (Keller et al. 2007). Just as it was useful for tracking the onset and extent of contamination, paleolimnology is equally well-suited for tracking chemical and biological recovery of the acidified and metal-contaminated



lakes. Recent paleolimnological analysis of several acidified Sudbury lakes has revealed that the Cladocera (a widespread mid-trophic level zooplankton group) and diatoms continue to remain altered from pre-acidification assemblages (Labaj et al. 2015; Sivarajah et al., *accepted*). The sedimentary cladoceran assemblages in lakes closest to the smelters (Daisy, Middle, and Clearwater) experienced the greatest species shifts as these lakes were exposed to the added stress of nickel and copper contamination (Figure 1). The most recent cladoceran assemblages in these lakes continue to differ from their pre-impact assemblages, likely due to ongoing copper and nickel contamination in sediments and the water column (Labaj et al. 2014; Labaj et al. 2015).

An experimental neutralization and fertilization was conducted in Middle Lake at the peak of acidification, resulting in the significant increase of algal primary production, however similar to the other Sudbury lakes, complete recovery has not occurred in the cladoceran species (Labaj et al. 2014). Copper and nickel contamination are likely inhibiting recovery in many of the lakes surrounding Sudbury (Labaj et al. 2015). Not surprisingly, George and Lumsden lakes (Figure 2) in Killarney Provincial Park – located ~60 km southwest of Sudbury – acidified, but experienced reduced metal contamination compared to the lakes located closer to the smelters in Sudbury. The acidification in these lakes was faithfully tracked by the sedimentary diatom assemblage changes (Sivarajah et al., *accepted*). Nonetheless, despite pH improvements in the most recent decades, the cladoceran and diatom assemblages of these lakes differ substantially from their pre-acidification states.

In the region as a whole, the recent paleolimnological studies have revealed a new stressor now impacting the lakes: climate warming. Although new industrial contamination has largely been reduced in the Sudbury area, regional air temperatures have increased in recent decades (Figure 3), and the impacts of regional warming are altering the lakes and their biological communities (Labaj et al. 2015; Sivarajah et al. 2016; Sivarajah et al., *accepted*). As climate change continues to impact these lakes, their biological communities will likely never again resemble those of the past.

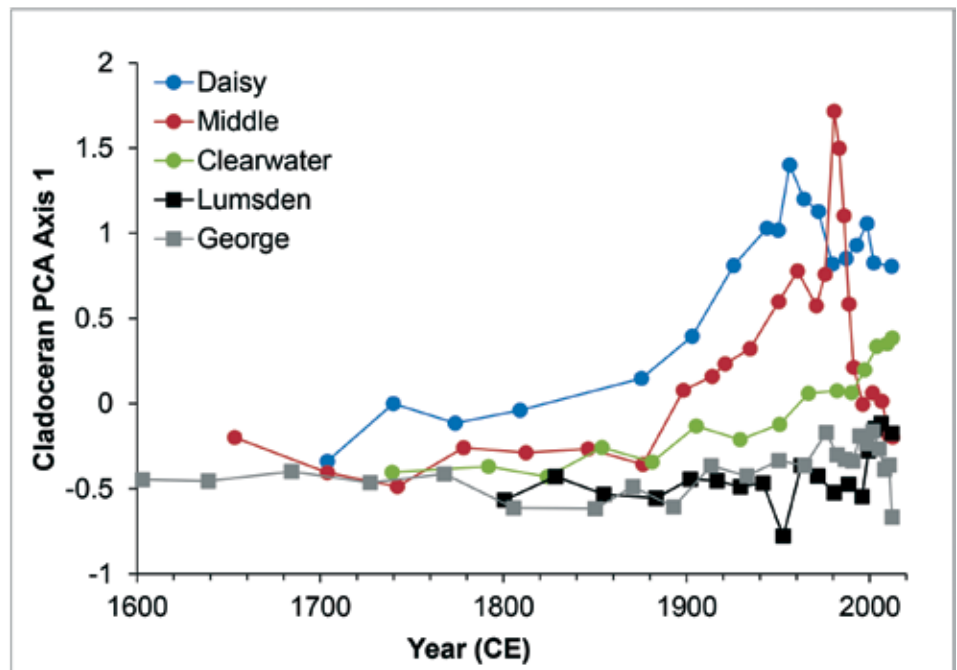


Figure 1. Cladoceran data for each lake (summarized using principal components analysis (PCA)) over time. PCA axis 1, displayed here, accounts for 48.7 percent of the variation in cladoceran assemblages. Circular markers represent the three lakes located closest to Sudbury, while square markers represent the two lakes located approximately 60 km from the city.



Figure 2. View of Lumsden Lake and surrounding landscape, Killarney Provincial Park.

### Gold Mining and Arsenic Contamination in Yellowknife, Northwest Territories

Recently, paleolimnology has been applied in Yellowknife, Northwest Territories, to assess the legacy effects of gold mining on subarctic lakes. During

the early 20<sup>th</sup> century, gold deposits were discovered within the ore bodies of arsenopyrite in the Yellowknife greenstone belt. This discovery resulted in the establishment of gold mining operations in the area, and spurred major

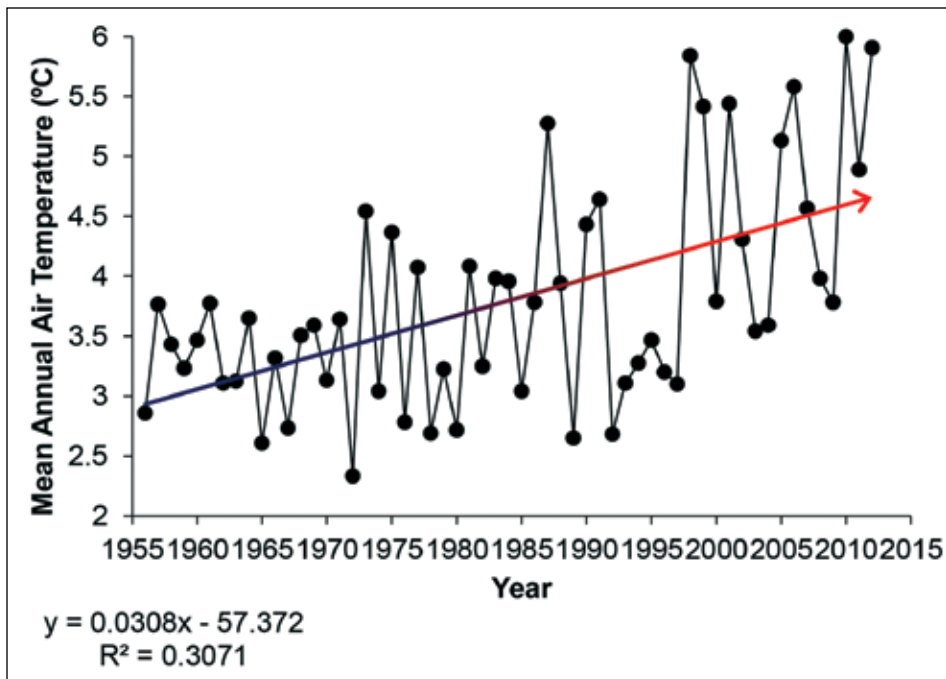


Figure 3. Mean annual air temperature recorded at Sudbury Airport (climate station ID: 71730). Data from Environment Canada. Trend is indicated by colored linear regression line ( $r^2 = 0.31$ ).

growth of the City of Yellowknife. Giant Mine operated between 1948 and 2004, producing ~220 tons of gold along with ~20,000 tons of toxic arsenic trioxide dust as a by-product, that was released to the environment. The half-century of mining activity at Giant Mine led to the arsenic contamination of many surrounding lakes in Yellowknife. Presently, arsenic levels in many lakes within a 15-km radius of Giant Mine are well above the maximum allowable concentrations for the protection of aquatic life and drinking water (5 and 10  $\mu\text{g/L}$ , respectively) (Houben et al. 2016), posing a potential threat to human health, as many of the lakes around the City of Yellowknife are used for recreational purposes. As with the lakes in Sudbury, the lack of long-term monitoring data required the use of indirect methods such as paleolimnology to assess the long-term ecological consequences of arsenic contamination of lakes around Yellowknife.

In one highly impacted lake within the lease boundary of Giant Mine, paleolimnological analyses revealed increases in several pollutants linked to arsenopyrite processing, including arsenic, mercury, antimony, lead, and iron, as operations at Giant Mine progressed. At the same time as these pollutants were increasing, the biological communities

of the lake were also changing, including shifts in the diatom species, and a complete elimination of the Cladocera (Thienpont et al. 2016). The striking similarity in the timing of chemical and biological changes clearly indicates that lake sediments are faithfully recording the increases in aquatic contaminant concentrations and the biological shifts occurring as a result of increased pollutants in the lake from Giant Mine operations. The present results have shown that paleolimnology can reliably track the onset and effects of regional gold mining, and have led to ongoing studies in other lakes surrounding Yellowknife, tracking the long-term ecological consequences of arsenic contamination in the region as a whole. The work in this region has provided an important opportunity to combine paleolimnology and ecotoxicology to better understand the impacts of mining, arsenic contamination, climate warming and local land use changes in subarctic lakes.

### Conclusions

Paleolimnology provides the much needed long-term perspective on environmental change that is often not available otherwise. It provides powerful tools to qualitatively and quantitatively gauge the human “footprint” on the

environment, a vital first step in providing appropriate context to our past and present environmental issues. In many cases, paleolimnological studies have provided the “smoking gun” necessary to introduce environmental policy and lead to positive change.

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(Student Corner, continued on p. 28 . . .)

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# Lakes Appreciation Month 2017

Enjoy and help your favorite lake in July!

July 1st - July 31st



## From fishing to your daily coffee,

lakes and reservoirs play a vital role in our daily lives. For over 20 years, **July** has been officially **Lakes Appreciation Month**. It is a time when many folks are vacationing and enjoying lakes, and NALMS wants people to give something back. Just think, what would your life be like without lakes?

**July** is a great time to set aside some time to celebrate and help your favorite waterbody. Here are some ideas for a lake event in July: organize a shoreline clean up, hand out free fishing poles, arrange for free boat rides and canoe lessons, hand out free t-shirts with the new Lakes Appreciation Month design, find volunteers to participate in the **Secchi Dip-In**, and free food is always a hit. There are many other ideas that can be found at [www.nalms.org](http://www.nalms.org) or [www.epa.gov/lakes](http://www.epa.gov/lakes).



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Sponsored by the North American Lake Management Society (NALMS).

# 37<sup>th</sup> Annual Symposium of the North American Lake Management Society

## *Finding Balance*

November 6 – 9, 2017 - The Westin Westminster



After 26 years, Colorado welcomes NALMS back to the headwaters state. Colorado is home to thousands of both natural alpine lakes and reservoirs. We are proud of our mountains and appreciate the importance of our lakes and reservoirs.

Water in Colorado is used for fishing, drinking, farming, rafting, camping, mining, ranching, boating, brewing, and much more. All of these uses are supported with a stateside annual average rainfall of just 17 inches. The lakes and reservoirs throughout the West and the Rockies provide the resources to meet these diverse needs. Finding balance in how we manage them is important.

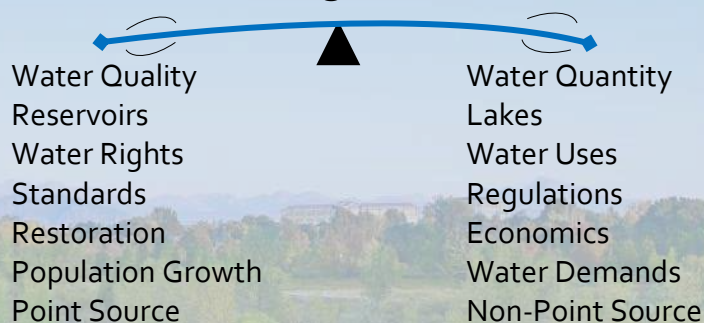
***Finding Balance*** is key to managing our lakes, watersheds, and even day-to-day relationships with people. Come to Colorado in 2017 to, hear fascinating lake talks, drink great beer, see the Rocky Mountains, and to achieve balance in managing your lakes and reservoirs.

### Potential Topics

Reservoir Management  
Drinking Water Treatment  
Arid West Issues  
Inter-basin Water Transfers  
Watershed Management  
Climate Change Impacts  
Storm Water Impacts  
Wildfire Impacts

Harmful Algal Blooms  
Beer-sheds & Brewing  
Invasive Species  
Western Water Law  
WQ Monitoring  
Citizen Science  
Agricultural Uses  
Case Studies

### **Finding Balance**



Propose a session or topic that interests you! Call for papers will be available at [nalms.org](http://nalms.org) January 2017



For sponsorship or general information, contact NALMS: [nalms.org](http://nalms.org), 1-608-233-2836  
For other details, contact conference co-chairs Steve Lundt or Jean Marie Boyer at [ColoradoLRMA@gmail.com](mailto:ColoradoLRMA@gmail.com)



# PAVEMENT SEALANTS AND PAHS

## PUBLIC HEALTH CONCERNS



SCIENCE BRIEFING, APRIL 2018

### Background

- Polycyclic aromatic hydrocarbons (PAHs) are a widespread pollutant that are carcinogenic<sup>1</sup> and have been linked to cognitive development problems.<sup>2</sup>
- Coal tar is a known human carcinogen<sup>3</sup> with half of its weight coming from PAHs.<sup>4</sup>
- Commonly-used pavement sealants are 15-35% coal tar, meaning that they are 7-18% PAHs by weight.<sup>4</sup>

### Human Exposure

- House dust in apartments with sealed parking lots was found to contain 25x more PAHs than dust in apartments with unsealed parking lots.<sup>4</sup>
- Living adjacent to sealed parking lots from birth to age 6 is estimated to increase lifetime excess cancer risk estimated by 14x due to ingestion of PAH-contaminated house dust and soil.<sup>5</sup>
- Health Canada found that “the margins of exposures associated with ingestion of house dust by children is considered potentially inadequate to protect these susceptible subpopulations” as part of an evaluation concluding that coal tar poses a danger to human health.<sup>6</sup>

### Examples of Health Care Entities Supporting Sealant Bans

- American Medical Association  
*“RESOLVED, That our American Medical Association advocate for national legislation to ban the use of pavement sealcoats that contain polycyclic aromatic hydrocarbons”*
- Children’s Hospital of Wisconsin  
*“PAHs create a significant concern for children’s health and well-being. We believe the ordinance that was recommended by unanimous vote of the Milwaukee County Intergovernmental Cooperation Council is an effective way to control PAH contamination”*
- New York City, Chicago, Texas and Maine chapters of Physicians for Social Responsibility  
*“There is significant evidence provided by peer-reviewed studies from independent sources, universities, and governmental agencies to illustrate that the use of coal tar sealants is detrimental to the environment and to human health.”<sup>8</sup>*
- Chicago Department of Public Health  
*“The Chicago Department of Public Health supports the proposed ordinance to prohibit the sale and use of coal tar sealants. CDPH believes the research warrants the attention of policy makers and it provides a solid evidence base for the proposed ban or other measures to address the adverse health impact of coal tar sealants.”<sup>9</sup>*

The Illinois chapter of the American Academy of Pediatrics, the Illinois State Medical Society, and the Respiratory Health Association all support a current bill to ban high PAH sealants in Illinois.<sup>10</sup>

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**MUNICIPAL COURT MONTHLY FINANCIAL REPORT**

|                                                                                                                          |                               |                                             |                                   |                                             |  |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------|-----------------------------------|---------------------------------------------|--|
| <b>County Name</b><br>Brown                                                                                              |                               | <b>County Code Number</b><br>05             |                                   | <b>Report for Month/Year</b><br>April, 2019 |  |
| <b>Municipal Name</b><br>Green Bay Municipal Court                                                                       |                               | <b>Municipal Code Number</b><br>231         |                                   | <b>Telephone Number</b><br>920-448-3131     |  |
| <b>I. MUNICIPAL COURT OFFICIAL</b>                                                                                       | <b>Total Amount Collected</b> | <b>Share to be retained by Municipality</b> | <b>Share to be sent to County</b> | <b>Share to be sent to State</b>            |  |
| 1. Forfeitures for Municipal Ordinance Violations<br>(Except for Municipal Ordinances in Conformity with Ch 348, Stats.) | \$ 94,361.05                  | \$ 94,361.05                                |                                   |                                             |  |
| 2. Municipal Court Costs<br>(Chapter 814, Subchapter II, s. 814.65, Stats.)                                              | \$ 36,827.97                  | \$ 31,749.37                                |                                   | \$ 5,078.60                                 |  |
| 3. Penalty Surcharges<br>(s. 757.05, Stats.)                                                                             | \$ 24,138.89                  |                                             |                                   | \$ 24,138.89                                |  |
| 4. County Jail Surcharges<br>(s. 302.46(1)(a), Stats.)                                                                   | \$ 10,045.64                  |                                             | \$ 10,045.64                      |                                             |  |
| 5. Driver Improvement Surcharges<br>(s. 346.655, Stats.)                                                                 | \$ 8,173.31                   |                                             | \$ 4,005.60                       | \$ 4,167.71                                 |  |
| 6. Crime Lab and Drug Enforcement Surcharges<br>(s. 165.755(4), Stats.)                                                  | \$ 12,767.48                  |                                             |                                   | \$ 12,767.48                                |  |
| 7. Domestic Abuse Surcharges<br>(s. 973.055(2)(b), Stats.)                                                               | \$ .00                        |                                             |                                   | \$ .00                                      |  |
| 8. Truck Weight Restrictions<br>(Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))                | \$ .00                        | \$ .00                                      |                                   | \$ .00                                      |  |
| 9. Ignition Interlock Device Surcharge<br>(s. 343.301(5), Stats.)                                                        | \$ 850.00                     |                                             | \$ 850.00                         |                                             |  |
| 10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)                  | \$ .00                        |                                             |                                   | \$ .00                                      |  |
| 11. Safe Ride Program<br>(s. 85.55, Stats.)                                                                              | \$ 833.50                     |                                             |                                   | \$ 833.50                                   |  |
| 12. Adjustments<br>(Attach Explanation)                                                                                  | \$ -124.00                    | \$ -83.00                                   | \$ -10.00                         | \$ -31.00                                   |  |
| 13. Totals                                                                                                               | \$ 187,873.84                 | \$ 126,027.42                               | \$ 14,891.24                      | <b>Pay This Amount</b><br>\$ 46,955.18      |  |

**II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL**

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 5-1-19

**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. Marley Date: 5/2/19

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name: Neil Basten Telephone #: 920-448-3131 Email Address: neilba@greenbaywi.gov



**MUNICIPAL COURT MONTHLY FINANCIAL REPORT**

May 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 April, 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       | (\$ | 50.00)         |
| JAIL               | Jail Assmt       | (\$ | 10.00)         |
| PEN                | Penalty Assmt    | (\$ | 13.00)         |
| Total Adjustments: |                  | (\$ | <b>124.00)</b> |

Sincerely,

Neil Basten

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MUNICIPAL COURT OFFICIAL

Green Bay Municipal Court



Report to the  
Finance Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # U.I.**

To approve the designation of the Green Bay Press Gazette as the Official Newspaper for the City of Green Bay for the approximate annual amount of \$51,000.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. 5-8-19 PURCHASING REPORT





# CITY OF GREEN BAY - PURCHASING DIVISION

---

TO: Finance Committee  
FR: Rick Jensen, Purchasing Manager  
DT: May 8, 2019  
RE: Purchasing Report  
Cc: Diana Ellenbecker, Pam Manley

## Report of the Purchasing Manager:

1. Report on the designation of the Green Bay Press Gazette as the Official Newspaper for the City of Green Bay for the approximate annual amount of \$51,000.

The following items were openly and competitively offered:

| Finance Committee - Report of the Purchasing Manager                          |                                        |                            |           |           |
|-------------------------------------------------------------------------------|----------------------------------------|----------------------------|-----------|-----------|
| DESCRIPTION                                                                   | FUNDING SOURCE                         | AWARDED VENDOR             | RESPONSES | \$ AMOUNT |
| Official Newspaper of the City of Green Bay<br>June 1, 2019 thru May 31, 2020 | 101101-53004<br>City Clerk-Advertising | Green Bay Press<br>Gazette | 1         | ~\$51,000 |

## NOTES:

**Official Newspaper:** The Wisconsin Department of Administration has certified the Press Gazette as a newspaper which may collect a fee for publishing legal notices required by Wisconsin Law. WI Statute establishes the standard line rate for publications. Certification requirements are reviewed and legal notice rates are updated every two years pursuant to Chapters 10 and 985 of the Wisconsin Statutes.

General Legal Notices based on Section 985.08 of the WI Statutes provides for publishing legal notices calculated on a per line basis. The rates newspapers are allowed to charge municipalities are set by the WI-DOA.



Report to the  
Finance Committee  
of the City of Green Bay

## MEETING DATE

May 21, 2019

## AGENDA ITEM # U.3.

Recommend to not sign the Brown County Tax Collection Agreement for December 2019 to February 2020. City to pursue collecting first installment.

## BACKGROUND

Received a revised Brown County Tax Collection Agreement on 4/12/19, changes include:

- One more deposit into the city's bank account on 12/24/19
- Extend the deadline to sign agreement from 4/30/19 to 6/30/19

Green Bay received a separate agreement from Brown County with special parking provisions:

- Parking Division to cover (hood) eight parking meters, at no charge to the county from 12-9-19 to 1-31-20 – three on Adam's Street and five on Jefferson Street
- Parking Division to provide five parking passes for five limited term employees for two months at no charge to the county (new for this year)
- Cost to the Parking Division is estimated up to \$5,000

If City of Green Bay chose to collect the first installment of the 2019 tax bills starting in December 2019 until January 31, 2020:

- Interest city earned estimated from \$163-\$271K
- Additional costs estimated at \$25,000 for collections (see additional sheet)
- Net revenues \$138-\$246K

If County continues to collect the first installment of the 2019 tax bills starting in December 2019 until January 31, 2020:

- Interest city earned estimated from \$120-199K
- Additional cost to the Parking Division for hoods and parking passes estimated at \$5,000
- Net revenues \$115-\$194K

Current federal funds interest rate as of 4/30/19 was 2.45%, estimated breakeven point is .75%.

In that last 50 years all but nine were above the breakeven point, however the nine years were from 2008-2016.

## RECOMMENDATION

## FISCAL IMPACT

## ATTACHMENTS

1. 2019-2020 City of Green Bay Tax Collection Agreement-Fillable-4-12-19
2. City vs County estimated revenue
3. Tax Collection Cost Spreadsheet 2019

**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 31<sup>st</sup>, 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 **12-24-2019**, 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                                        |
|                                                               |                                                     |



**CITY COLLECT FIRST INSTALLMENT****COUNTY COLLECT FIRST INSTALLMENT**

| <b>Int Rate</b> | <b>City</b> | <b>Costs</b> | <b>Net revenue</b> | <b>County</b> | <b>Parking</b> | <b>Net revenue</b> | <b>Increased Revenue</b> |
|-----------------|-------------|--------------|--------------------|---------------|----------------|--------------------|--------------------------|
| <b>2.50%</b>    | \$ 271,445  | \$25,000     | \$ 246,445         | \$ 199,392    | \$ 5,000       | \$ 194,392         | \$ 52,053                |
| <b>2.25%</b>    | \$ 244,301  | \$25,000     | \$ 219,301         | \$ 179,453    | \$ 5,000       | \$ 174,453         | \$ 44,848                |
| <b>2.00%</b>    | \$ 217,156  | \$25,000     | \$ 192,156         | \$ 159,513    | \$ 5,000       | \$ 154,513         | \$ 37,643                |
| <b>1.75%</b>    | \$ 190,012  | \$25,000     | \$ 165,012         | \$ 139,574    | \$ 5,000       | \$ 134,574         | \$ 30,437                |
| <b>1.50%</b>    | \$ 162,867  | \$25,000     | \$ 137,867         | \$ 119,635    | \$ 5,000       | \$ 114,635         | \$ 23,232                |
| <b>1.25%</b>    | \$ 135,723  | \$25,000     | \$ 110,723         | \$ 99,696     | \$ 5,000       | \$ 94,696          | \$ 16,027                |
| <b>1.00%</b>    | \$ 108,578  | \$25,000     | \$ 83,578          | \$ 79,757     | \$ 5,000       | \$ 74,757          | \$ 8,821                 |
| <b>0.90%</b>    | \$ 97,720   | \$25,000     | \$ 72,720          | \$ 71,781     | \$ 5,000       | \$ 66,781          | \$ 5,939                 |
| <b>0.75%</b>    | \$ 81,434   | \$25,000     | \$ 56,434          | \$ 59,818     | \$ 5,000       | \$ 54,818          | \$ 1,616                 |
| <b>0.50%</b>    | \$ 54,289   | \$25,000     | \$ 29,289          | \$ 39,878     | \$ 5,000       | \$ 34,878          | \$ (5,589)               |
| <b>0.25%</b>    | \$ 27,145   | \$25,000     | \$ 2,145           | \$ 19,939     | \$ 5,000       | \$ 14,939          | \$ (12,795)              |

| Estimated City of Green Bay Tax Collection Costs |                                                            |                                        |         |           |                    |
|--------------------------------------------------|------------------------------------------------------------|----------------------------------------|---------|-----------|--------------------|
|                                                  | Days                                                       | Hrs/Day                                | Rate    | Total Hrs |                    |
| Temp Help                                        | 37                                                         | 8                                      | \$15.00 | 296       | \$4,440.00         |
| Temp Help                                        | 37                                                         | 8                                      | \$15.00 | 296       | \$4,440.00         |
| Temp Help                                        | 10                                                         | 7                                      | \$15.00 | 70        | \$1,050.00         |
|                                                  |                                                            |                                        |         |           |                    |
|                                                  |                                                            |                                        |         |           |                    |
| Administrative Clerk II - \$20.56 an hour        | 2 Sat.                                                     | 5                                      | \$30.84 | 10        | \$308.40           |
|                                                  | 1/2 Holiday                                                | 4                                      | \$41.12 | 4         | \$164.48           |
|                                                  |                                                            |                                        |         |           |                    |
| Administrative Clerk - \$19.33 an hour           | 2 Sat.                                                     | 5                                      | \$29.00 | 10        | \$289.95           |
|                                                  | 1/2 Holiday                                                | 4                                      | \$38.66 | 4         | \$154.64           |
|                                                  |                                                            |                                        |         |           |                    |
| Administrative Clerk - \$18.31 an hour           | 2 Sat.                                                     | 5                                      | \$27.47 | 10        | \$274.65           |
|                                                  | 1/2 Holiday                                                | 4                                      | \$36.62 | 4         | \$146.48           |
|                                                  | Cost of additional Labor in Clerks-inc benefits            |                                        |         |           | <b>\$11,458.68</b> |
|                                                  |                                                            |                                        |         |           |                    |
| Financial Analyst - reconciliations/cash mgnt    |                                                            | 36                                     | \$23.40 | 36        | \$842.36           |
| Accounts Payable Clerk - refund checks           |                                                            | 18                                     | \$20.56 | 18        | \$370.14           |
|                                                  |                                                            | Cost of Labor for Finance-inc benefits |         |           | <b>\$1,384.67</b>  |
|                                                  |                                                            |                                        |         |           |                    |
| Maintenance - \$21.83 and hour                   | 2 Sat.                                                     | 6                                      | \$32.75 | 12        | \$392.94           |
|                                                  | 1/2 Holiday                                                | 5                                      | \$43.66 | 5         | \$218.30           |
|                                                  | Cost of additional Labor for City Hall Maint.-inc benefits |                                        |         |           | <b>\$698.04</b>    |

**\$13,541.39**

**Other Costs:**

|                                                         |                                  |
|---------------------------------------------------------|----------------------------------|
| Printer costs, office supplies, misc                    | \$750.00                         |
| GSC Brown County new land record software access        | \$680.00                         |
| Bank processing fees                                    | \$1,800.00                       |
| Optional City Hall parking                              | \$3,000.00                       |
| Contingency                                             | \$5,228.61                       |
| <b>Estimated City of Green Bay Tax Collection Costs</b> | <b><u><u>\$25,000.00</u></u></b> |



Report to the  
Finance Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # U.4.**

Information, update, and discussion on the five year combined Capital Improvement Plan.

**BACKGROUND**

For discussion a draft 2019-2023 Capital Improvement Plan. Information summarized by Ehlers / Financial Advisors:

- Summarized information as presented by department heads / no reductions
- 5 year request for General Levy, TIF, Parking Utility, Stormwater, and Sanitary Sewer
- Request by General Obligation (GO) 20 year borrowing and GO Notes (10 year borrowing)
- Current plan layered over the existing debt and effect on the net rate
- Calculation pertaining to the % of state debt limit
- Projection Moody's rating assessment
- Recommendation of reduced levy borrowing for next five years compared to the request
- Reduced plan showing debt sizing
- Reduced plan layered over the existing debt and effect on the net rate
- Reduced plan calculating % of state debt limit
- Reduced plan projection Moody's rating assessment

Included is a Levy Limit projection for 2020 budget

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. Finance Agenda CIP Base Scenario\_2019-4-24
2. CIP Scenario Summary Comparison\_2019-4-24
3. Finance agenda CIP Reduced Scenario\_2019-4-24
4. Levy Limit Analysis 2019-04-30 updated from Ehlers



## Proposed 2019 - 2023 Capital Improvements Plan Debt Sizing Base Plan



|                                                  | 2019                       |                            | 2020                       |                            | 2021                       |                            | 2022                       |                            | 2023                       |                            | Total              |
|--------------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--------------------|
| Capital Projects & Equipment <sup>1</sup>        | G.O. Bonds<br>Series 2019A | G.O. Notes<br>Series 2019B | G.O. Bonds<br>Series 2020A | G.O. Notes<br>Series 2020B | G.O. Bonds<br>Series 2021A | G.O. Notes<br>Series 2021B | G.O. Bonds<br>Series 2022A | G.O. Notes<br>Series 2022B | G.O. Bonds<br>Series 2023A | G.O. Notes<br>Series 2023B |                    |
| General Projects (Levy Supported)                | 7,503,625                  | 3,909,447                  | 7,726,353                  | 2,821,873                  | 7,802,678                  | 2,419,775                  | 7,703,152                  | 1,548,600                  | 7,912,631                  | 1,687,500                  | 51,035,634         |
| TIF Projects                                     | -                          | 5,000,000                  | -                          | -                          | -                          | -                          | -                          | -                          | -                          | -                          | 5,000,000          |
| Parking Utility Projects                         | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 3,250,000          |
| Stormwater Projects                              | 6,035,000                  | -                          | 6,517,800                  | -                          | 7,039,224                  | -                          | 7,602,362                  | -                          | 8,210,551                  | -                          | 35,404,937         |
| Sanitary Sewer Projects                          | 1,619,000                  | -                          | 1,748,520                  | -                          | 1,888,402                  | -                          | 2,039,474                  | -                          | 2,202,632                  | -                          | 9,498,028          |
| <b>Subtotal Project Costs</b>                    | <b>15,807,625</b>          | <b>8,909,447</b>           | <b>16,642,673</b>          | <b>2,821,873</b>           | <b>17,380,304</b>          | <b>2,419,775</b>           | <b>17,994,988</b>          | <b>1,548,600</b>           | <b>18,975,814</b>          | <b>1,687,500</b>           | <b>104,188,599</b> |
| <b>Estimated Issuance Expenses<sup>2</sup></b>   | <b>66,863</b>              | <b>36,537</b>              | <b>85,180</b>              | <b>29,920</b>              | <b>93,070</b>              | <b>29,630</b>              | <b>94,953</b>              | <b>26,147</b>              | <b>95,982</b>              | <b>26,718</b>              |                    |
| <b>Maximum Underwriting Discount<sup>3</sup></b> | <b>200,188</b>             | <b>90,050</b>              | <b>210,938</b>             | <b>28,700</b>              | <b>220,375</b>             | <b>24,650</b>              | <b>228,125</b>             | <b>15,850</b>              | <b>240,500</b>             | <b>17,250</b>              |                    |
| <b>TOTAL TO BE FINANCED</b>                      | <b>16,074,675</b>          | <b>9,036,034</b>           | <b>16,938,790</b>          | <b>2,880,493</b>           | <b>17,693,749</b>          | <b>2,474,055</b>           | <b>18,318,066</b>          | <b>1,590,597</b>           | <b>19,312,296</b>          | <b>1,731,468</b>           |                    |
| Estimated Interest Earnings <sup>4</sup>         | (62,440)                   | (35,192)                   | (65,739)                   | (11,146)                   | (68,652)                   | (9,558)                    | (71,080)                   | (6,117)                    | (74,954)                   | (6,666)                    |                    |
| Rounding                                         | 2,765                      | 4,158                      | 1,949                      | 653                        | 4,903                      | 503                        | 3,014                      | 520                        | 2,659                      | 197                        |                    |
| <b>NET ISSUE SIZE</b>                            | <b>16,015,000</b>          | <b>9,005,000</b>           | <b>16,875,000</b>          | <b>2,870,000</b>           | <b>17,630,000</b>          | <b>2,465,000</b>           | <b>18,250,000</b>          | <b>1,585,000</b>           | <b>19,240,000</b>          | <b>1,725,000</b>           | <b>105,660,000</b> |

### NOTES:

<sup>1</sup>Projects to be financed taken from City spreadsheet provided by D. Ellenbecker via e-mail on 4-4-2019.

<sup>2</sup>Includes municipal advisor, bond counsel, rating and paying agent.

<sup>3</sup>Discount allowance equal to 1.0% of issue size for Notes, and 1.25% of issue size for Bonds.

<sup>4</sup>Estimated interest earnings assume three months temporary investment of proceeds at 2.47% (LGIP rate as of March 2019).

For Discussion Only



Projected Debt Service Impact of City 2019 - 2024 CIP  
Base Plan



| Existing Debt Only |                         |                                    |                                      |                              |                              | Estimated New Issue Debt Service* |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              |                              |                           |                                   |
|--------------------|-------------------------|------------------------------------|--------------------------------------|------------------------------|------------------------------|-----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------|-------------|--------------|--------------|------------------------------|---------------------------|-----------------------------------|
|                    | Projected<br>TID OUT/TV | Annual P&I<br>Payment <sup>2</sup> | Less Proj.<br>Abatement <sup>2</sup> | Net Levy for<br>Debt Service | Net Rate for<br>Debt Service | Series 2019A<br>Bonds             | Series 2019B<br>Notes | Series 2019B<br>Bonds | Series 2020A<br>Notes | Series 2020B<br>Notes | Series 2021A<br>Bonds | Series 2021B<br>Notes | Series 2022A<br>Bonds | Series 2022B<br>Notes | Series 2023A<br>Bonds | Series 2023B<br>Notes | TID No. 5   | Parking     | Storm        | Sanitary     | Net Levy for<br>Debt Service | Change Over<br>Prior Year | Net Rate<br>for Total<br>Debt Svc |
| Year               |                         |                                    |                                      |                              |                              |                                   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              |                              |                           |                                   |
| 2019               | 6,250,251,500           | 18,535,278                         | (9,239,759)                          | 9,241,519                    | 1.48                         |                                   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 9,241,519                    |                           | 1.48                              |
| 2020               | 6,303,445,651           | 17,421,371                         | (8,276,987)                          | 9,144,383                    | 1.45                         | 1,022,749                         | 1,121,476             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 10,067,945                   | 826,476                   | 1.60                              |
| 2021               | 6,357,092,523           | 16,680,785                         | (7,492,297)                          | 9,188,487                    | 1.45                         | 1,023,775                         | 1,124,973             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 10,976,417                   | 908,473                   | 1.73                              |
| 2022               | 6,411,195,968           | 16,791,112                         | (7,565,956)                          | 9,225,156                    | 1.44                         | 1,026,400                         | 1,121,894             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 11,842,488                   | 866,070                   | 1.85                              |
| 2023               | 6,465,759,873           | 15,758,545                         | (7,617,219)                          | 8,141,326                    | 1.26                         | 1,018,671                         | 1,123,243             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 11,474,352                   | (368,136)                 | 1.77                              |
| 2024               | 6,520,788,156           | 15,543,591                         | (7,724,595)                          | 7,818,996                    | 1.20                         | 1,025,429                         | 1,123,809             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 11,896,247                   | 421,895                   | 1.82                              |
| 2025               | 6,576,784,769           | 15,078,443                         | (7,309,810)                          | 7,768,629                    | 1.18                         | 1,026,534                         | 1,123,537             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 11,848,878                   | (47,369)                  | 1.80                              |
| 2026               | 6,632,353,699           | 13,898,510                         | (6,617,939)                          | 7,280,571                    | 1.10                         | 1,022,069                         | 1,122,378             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 11,354,815                   | (494,062)                 | 1.71                              |
| 2027               | 6,688,698,965           | 11,848,225                         | (5,418,441)                          | 6,429,785                    | 0.96                         | 1,021,948                         | 1,125,381             |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 10,504,987                   | (849,828)                 | 1.57                              |
| 2028               | 6,745,624,620           | 10,493,488                         | (5,044,453)                          | 5,449,035                    | 0.81                         | 1,021,030                         | 439,226               |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 9,526,970                    | (978,317)                 | 1.41                              |
| 2029               | 6,803,034,754           | 7,806,008                          | (3,730,480)                          | 4,075,528                    | 0.60                         | 1,019,257                         | 439,829               |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 8,156,662                    | (1,370,009)               | 1.20                              |
| 2030               | 6,860,933,490           | 6,436,738                          | (3,322,646)                          | 3,114,091                    | 0.45                         | 1,026,415                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 6,754,548                    | (1,402,114)               | 0.98                              |
| 2031               | 6,919,324,985           | 5,251,028                          | (2,959,382)                          | 2,291,646                    | 0.33                         | 1,022,354                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 5,602,180                    | (1,152,367)               | 0.81                              |
| 2032               | 6,978,213,435           | 5,263,113                          | (2,961,497)                          | 2,301,616                    | 0.33                         | 1,022,137                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 5,322,491                    | (279,689)                 | 0.76                              |
| 2033               | 7,037,003,067           | 5,072,616                          | (2,769,168)                          | 2,307,448                    | 0.33                         | 1,020,755                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 5,147,778                    | (174,713)                 | 0.73                              |
| 2034               | 7,097,698,148           | 5,070,438                          | (2,763,390)                          | 2,307,038                    | 0.33                         | 1,023,284                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 4,956,675                    | (191,103)                 | 0.70                              |
| 2035               | 7,157,902,980           | 4,897,579                          | (2,582,126)                          | 2,315,453                    | 0.32                         | 1,019,740                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 4,959,811                    | 3,135                     | 0.69                              |
| 2036               | 7,218,821,900           | 3,501,544                          | (1,769,494)                          | 1,732,050                    | 0.24                         | 1,025,032                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 4,372,712                    | (587,099)                 | 0.61                              |
| 2037               | 7,280,359,285           | 2,317,861                          | (1,512,434)                          | 1,005,447                    | 0.14                         | 1,024,205                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 3,653,600                    | (718,911)                 | 0.50                              |
| 2038               | 7,342,213,545           | 1,315,138                          | (941,072)                            | 374,066                      | 0.05                         | 1,022,355                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 3,016,336                    | (637,264)                 | 0.41                              |
| 2039               | 7,404,707,133           |                                    |                                      |                              |                              | 1,158,290                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 2,647,948                    | (368,588)                 | 0.36                              |
| 2040               | 7,467,726,535           |                                    |                                      |                              |                              | 1,451,381                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 2,161,649                    | (486,299)                 | 0.29                              |
| 2041               | 7,531,282,277           |                                    |                                      |                              |                              | 1,251,201                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 1,618,869                    | (542,781)                 | 0.21                              |
| 2042               | 7,595,378,924           |                                    |                                      |                              |                              | 1,212,897                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 1,083,014                    | (533,855)                 | 0.14                              |
| 2043               | 7,660,021,081           |                                    |                                      |                              |                              | 1,206,271                         |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 549,693                      | (533,321)                 | 0.07                              |
| 2044               | 7,725,213,389           |                                    |                                      |                              |                              |                                   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 0                            | 0                         | 0.00                              |
| 2045               | 7,790,960,530           |                                    |                                      |                              |                              |                                   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |             |             |              |              | 0                            | 0                         | 0.00                              |
| TOTALS             |                         | 180,646,143                        | (88,379,392)                         | 92,266,751                   |                              | 20,458,478                        | 9,865,316             | 23,113,152            | 3,305,979             | 24,143,252            | 2,838,862             | 24,991,733            | 1,825,457             | 26,348,609            | 1,986,701             | 1,986,701             | (5,481,971) | (4,461,801) | (48,337,670) | (13,165,903) | 159,497,165                  |                           |                                   |

NOTES

<sup>1</sup> Total principal and interest due on outstanding General Obligation Bonds, Notes and State Trust Fund Loans issued by the City through December 31, 2018 plus Series 2010 RDA Bonds and Debt Service Fund administrative charges.  
<sup>2</sup> Projected payments reflect pay beach, utility, parking and an increment district allocated G.O. debt, and other sources of miscellaneous revenue.  
<sup>3</sup> Estimated rates are BVAL AAA scale from April 17, 2019 plus 0.25% for 2019 issues, and plus 1.00% for future years.

For Discussion Only





## Current and Projected Debt Limit Calculations Base Plan



| Year | Projected<br>Equalized Value<br>(TID IN) <sup>1</sup> | Existing General Obligation Debt |             |             |             | Projected General Obligation Debt |             |             |             |             |             |             |             | Principal<br>Outstanding | % of Limit | Residual<br>Capacity | Direct Debt<br>Burden <sup>2</sup> | Assessment  | Year |
|------|-------------------------------------------------------|----------------------------------|-------------|-------------|-------------|-----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------------|------------|----------------------|------------------------------------|-------------|------|
|      |                                                       | 2019A Bonds                      | 2019B Notes | 2020A Bonds | 2020B Notes | 2021A Bonds                       | 2021B Notes | 2022A Bonds | 2022B Notes | 2023A Bonds | 2023B Notes | 2023B Notes | 2023B Notes |                          |            |                      |                                    |             |      |
| 2018 | 6,603,759,000                                         | 330,187,950                      | 9,005,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 158,705,000              | 48.07%     | 171,482,950          | 2.06%                              | Moderate    | 2018 |
| 2019 | 6,659,961,755                                         | 332,998,088                      | 8,080,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 170,795,369              | 51.29%     | 162,202,719          | 2.12%                              | Moderate    | 2019 |
| 2020 | 6,716,642,836                                         | 335,932,142                      | 8,080,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 176,776,932              | 52.64%     | 159,055,210          | 2.08%                              | Moderate    | 2020 |
| 2021 | 6,773,806,314                                         | 338,690,316                      | 7,105,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 182,080,173              | 53.76%     | 156,610,142          | 2.03%                              | Moderate    | 2021 |
| 2022 | 6,831,456,295                                         | 341,572,815                      | 6,115,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 185,704,480              | 54.37%     | 155,868,335          | 1.95%                              | Moderate    | 2022 |
| 2023 | 6,889,596,918                                         | 344,479,846                      | 5,105,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 190,209,699              | 55.22%     | 154,270,147          | 1.88%                              | Moderate    | 2023 |
| 2024 | 6,948,232,360                                         | 347,411,618                      | 4,075,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 192,585,730              | 49.68%     | 174,825,888          | 1.66%                              | Strong      | 2024 |
| 2025 | 7,007,366,832                                         | 350,368,342                      | 3,025,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 194,777,291              | 44.18%     | 195,591,050          | 1.45%                              | Strong      | 2025 |
| 2026 | 7,067,004,581                                         | 353,350,229                      | 1,955,000   | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 197,614,267              | 38.95%     | 215,735,962          | 1.24%                              | Strong      | 2026 |
| 2027 | 7,127,149,891                                         | 356,357,495                      | 860,000     | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 200,466,478              | 34.23%     | 234,371,017          | 1.05%                              | Strong      | 2027 |
| 2028 | 7,187,807,080                                         | 359,390,354                      | 435,000     | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 203,266,478              | 30.02%     | 251,485,354          | 0.89%                              | Strong      | 2028 |
| 2029 | 7,248,980,506                                         | 362,449,025                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 206,065,000              | 26.50%     | 266,384,025          | 0.77%                              | Strong      | 2029 |
| 2030 | 7,310,674,562                                         | 365,533,728                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 208,866,000              | 23.44%     | 279,868,728          | 0.66%                              | Very Strong | 2030 |
| 2031 | 7,372,893,678                                         | 368,644,684                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 211,667,000              | 20.74%     | 292,184,684          | 0.57%                              | Very Strong | 2031 |
| 2032 | 7,435,642,325                                         | 371,782,116                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 214,468,000              | 18.09%     | 304,522,116          | 0.48%                              | Very Strong | 2032 |
| 2033 | 7,498,925,007                                         | 374,946,250                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 217,269,000              | 15.51%     | 316,806,250          | 0.40%                              | Very Strong | 2033 |
| 2034 | 7,562,746,271                                         | 378,137,314                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 220,070,000              | 12.94%     | 329,207,314          | 0.31%                              | Very Strong | 2034 |
| 2035 | 7,627,110,700                                         | 381,355,535                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 222,871,000              | 10.39%     | 341,740,535          | 0.23%                              | Very Strong | 2035 |
| 2036 | 7,692,022,917                                         | 384,601,146                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 225,672,000              | 8.16%      | 353,206,146          | 0.17%                              | Very Strong | 2036 |
| 2037 | 7,757,487,583                                         | 387,874,379                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 228,473,000              | 6.16%      | 363,979,379          | 0.11%                              | Very Strong | 2037 |
| 2038 | 7,823,509,401                                         | 391,176,470                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 231,274,000              | 4.44%      | 373,800,470          | 0.06%                              | Very Strong | 2038 |
| 2039 | 7,890,093,113                                         | 394,504,656                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 234,075,000              | 3.03%      | 382,564,656          | 0.03%                              | Very Strong | 2039 |
| 2040 | 7,957,243,499                                         | 397,862,175                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 236,880,000              | 1.85%      | 390,517,175          | 0.00%                              | Very Strong | 2040 |
| 2041 | 8,024,965,384                                         | 401,248,269                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 239,685,000              | 0.94%      | 397,473,269          | -0.02%                             | Very Strong | 2041 |
| 2042 | 8,093,263,632                                         | 404,663,182                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 242,490,000              | 0.32%      | 403,368,182          | -0.03%                             | Very Strong | 2042 |
| 2043 | 8,162,143,146                                         | 408,107,157                      | 0           | 16,875,000  | 2,870,000   | 17,630,000                        | 2,465,000   | 18,250,000  | 1,585,000   | 19,240,000  | 1,725,000   | 1,580,000   | 1,580,000   | 245,295,000              | 0.00%      | 408,107,157          | -0.04%                             | Very Strong | 2043 |

----- End of CIP Planning Period/Impact of Debt Issued in 2024+ Not Reflected

#### NOTES:

<sup>1</sup> Equalized value shown for 2018 is actual. Annual valuation increase of 1.7% assumed thereafter. (50% of actual five year valuation growth.)

<sup>2</sup> Direct debt burden metric excludes G.O. debt principal allocated to essential purpose utilities (sewer & storm) provided utility net revenues are sum sufficient to make all debt payments.

For Discussion Only



## Comparison of City Base CIP and Reduced CIP Options



| Total Project Funding |                    |                   | Average Annual Funding | (Levy Supported Only) |                  |
|-----------------------|--------------------|-------------------|------------------------|-----------------------|------------------|
|                       | Base CIP           | Reduced CIP       |                        | Base CIP              | Reduced CIP      |
| Levy (20 Year Bonds)  | 38,648,439         | 30,000,000        | Levy (20 Year Bonds)   | 7,729,688             | 6,000,000        |
| Levy (10 Year Notes)  | 12,387,195         | 10,000,000        | Levy (10 Year Notes)   | 2,477,439             | 2,000,000        |
| Parking               | 3,250,000          | 3,250,000         | Parking                |                       |                  |
| Storm                 | 35,404,937         | 35,404,937        | Storm                  |                       |                  |
| Sanitary              | 9,498,028          | 9,498,028         | Sanitary               |                       |                  |
| TID                   | 5,000,000          | 5,000,000         | TID                    |                       |                  |
| Total                 | <u>104,188,599</u> | <u>93,152,965</u> | Total                  | <u>10,207,127</u>     | <u>8,000,000</u> |

| Debt Service Tax Levy |            |             |            |
|-----------------------|------------|-------------|------------|
| Budget Year           | Base CIP   | Reduced CIP | Difference |
| 2019                  | 9,241,519  | 9,241,519   |            |
| 2020                  | 10,067,945 | 9,758,880   | (309,065)  |
| 2021                  | 10,976,417 | 10,455,796  | (520,622)  |
| 2022                  | 11,842,488 | 11,144,193  | (698,295)  |
| 2023                  | 11,474,352 | 10,705,832  | (768,520)  |
| 2024                  | 11,896,247 | 11,037,204  | (859,043)  |
| 2025                  | 11,848,878 | 10,982,257  | (866,621)  |
| 2026                  | 11,354,815 | 10,497,752  | (857,063)  |
| 2027                  | 10,504,987 | 9,652,964   | (852,024)  |
| 2028                  | 9,526,670  | 8,665,453   | (861,218)  |
| 2029                  | 8,156,662  | 7,292,217   | (864,444)  |
| 2030                  | 6,754,548  | 6,115,188   | (639,360)  |
| 2031                  | 5,602,180  | 5,049,786   | (552,394)  |
| 2032                  | 5,322,491  | 4,820,634   | (501,857)  |
| 2033                  | 5,147,778  | 4,587,221   | (560,557)  |
| 2034                  | 4,956,675  | 4,354,644   | (602,031)  |
| 2035                  | 4,959,811  | 4,367,559   | (592,252)  |
| 2036                  | 4,372,712  | 3,785,803   | (586,909)  |
| 2037                  | 3,653,800  | 3,058,076   | (595,725)  |
| 2038                  | 3,016,536  | 2,427,810   | (588,726)  |
| 2039                  | 2,647,948  | 2,056,975   | (590,973)  |
| 2040                  | 2,161,649  | 1,667,901   | (493,749)  |
| 2041                  | 1,618,869  | 1,249,441   | (369,428)  |
| 2042                  | 1,083,014  | 834,070     | (248,944)  |
| 2043                  | 549,693    | 417,360     | (132,334)  |
| 2044                  | -          | -           | -          |

| Debt Service Tax Rate/\$1,000 Assessed Value |          |             |            |
|----------------------------------------------|----------|-------------|------------|
| Budget Year                                  | Base CIP | Reduced CIP | Difference |
| 2019                                         | \$1.57   | \$1.57      |            |
| 2020                                         | \$1.70   | \$1.65      | -\$0.05    |
| 2021                                         | \$1.85   | \$1.76      | -\$0.09    |
| 2022                                         | \$1.99   | \$1.87      | -\$0.12    |
| 2023                                         | \$1.92   | \$1.79      | -\$0.13    |
| 2024                                         | \$1.99   | \$1.85      | -\$0.14    |
| 2025                                         | \$1.98   | \$1.83      | -\$0.14    |
| 2026                                         | \$1.89   | \$1.74      | -\$0.14    |
| 2027                                         | \$1.74   | \$1.60      | -\$0.14    |
| 2028                                         | \$1.57   | \$1.43      | -\$0.14    |
| 2029                                         | \$1.34   | \$1.20      | -\$0.14    |
| 2030                                         | \$1.11   | \$1.00      | -\$0.11    |
| 2031                                         | \$0.92   | \$0.83      | -\$0.09    |
| 2032                                         | \$0.87   | \$0.79      | -\$0.08    |
| 2033                                         | \$0.84   | \$0.75      | -\$0.09    |
| 2034                                         | \$0.81   | \$0.71      | -\$0.10    |
| 2035                                         | \$0.80   | \$0.71      | -\$0.10    |
| 2036                                         | \$0.71   | \$0.61      | -\$0.09    |
| 2037                                         | \$0.59   | \$0.49      | -\$0.10    |
| 2038                                         | \$0.48   | \$0.39      | -\$0.09    |
| 2039                                         | \$0.42   | \$0.33      | -\$0.09    |
| 2040                                         | \$0.35   | \$0.27      | -\$0.08    |
| 2041                                         | \$0.26   | \$0.20      | -\$0.06    |
| 2042                                         | \$0.17   | \$0.13      | -\$0.04    |
| 2043                                         | \$0.09   | \$0.07      | -\$0.02    |
| 2044                                         |          |             |            |

| Debt Service Taxes on Property Assessed @ \$134,338 |          |             |            |
|-----------------------------------------------------|----------|-------------|------------|
| Budget Year                                         | Base CIP | Reduced CIP | Difference |
| 2019                                                | \$210.50 | \$210.50    |            |
| 2020                                                | \$228.68 | \$221.66    | -\$7.02    |
| 2021                                                | \$248.60 | \$236.81    | -\$11.79   |
| 2022                                                | \$267.46 | \$251.68    | -\$15.77   |
| 2023                                                | \$258.40 | \$241.10    | -\$17.31   |
| 2024                                                | \$267.15 | \$247.85    | -\$19.29   |
| 2025                                                | \$265.33 | \$245.92    | -\$19.41   |
| 2026                                                | \$253.54 | \$234.40    | -\$19.14   |
| 2027                                                | \$233.90 | \$214.93    | -\$18.97   |
| 2028                                                | \$211.51 | \$192.39    | -\$19.12   |
| 2029                                                | \$180.58 | \$161.44    | -\$19.14   |
| 2030                                                | \$149.12 | \$135.00    | -\$14.11   |
| 2031                                                | \$123.32 | \$111.16    | -\$12.16   |
| 2032                                                | \$116.83 | \$105.82    | -\$11.02   |
| 2033                                                | \$112.68 | \$100.41    | -\$12.27   |
| 2034                                                | \$108.19 | \$95.05     | -\$13.14   |
| 2035                                                | \$107.95 | \$95.06     | -\$12.89   |
| 2036                                                | \$94.90  | \$82.16     | -\$12.74   |
| 2037                                                | \$79.07  | \$66.18     | -\$12.89   |
| 2038                                                | \$65.10  | \$52.39     | -\$12.70   |
| 2039                                                | \$56.98  | \$44.26     | -\$12.72   |
| 2040                                                | \$46.38  | \$35.79     | -\$10.59   |
| 2041                                                | \$34.64  | \$26.73     | -\$7.90    |
| 2042                                                | \$23.11  | \$17.80     | -\$5.31    |
| 2043                                                | \$11.69  | \$8.88      | -\$2.82    |
| 2044                                                |          |             |            |



## Proposed 2019 - 2023 Capital Improvements Plan Debt Sizing Reduced Plan



|                                            | 2019                       |                            | 2020                       |                            | 2021                       |                            | 2022                       |                            | 2023                       |                            | Total        |
|--------------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|--------------|
| Capital Projects & Equipment <sup>1</sup>  | G.O. Bonds<br>Series 2019A | G.O. Notes<br>Series 2019B | G.O. Bonds<br>Series 2020A | G.O. Notes<br>Series 2020B | G.O. Bonds<br>Series 2021A | G.O. Notes<br>Series 2021B | G.O. Bonds<br>Series 2022A | G.O. Notes<br>Series 2022B | G.O. Bonds<br>Series 2023A | G.O. Notes<br>Series 2023B |              |
| General Projects (Levy Supported)          | 7,503,625                  | 3,909,447                  | 7,726,353                  | 2,821,873                  | 7,802,678                  | 2,419,775                  | 7,703,152                  | 1,548,600                  | 7,912,631                  | 1,687,500                  | 51,035,634   |
| Reduction in Levy Supported Projects       | (1,503,625)                | (1,909,447)                | (1,726,353)                | (821,873)                  | (1,802,678)                | (419,775)                  | (1,703,152)                | 451,400                    | (1,912,631)                | 312,500                    | (11,035,634) |
| TIF Projects                               | -                          | 5,000,000                  | -                          | -                          | -                          | -                          | -                          | -                          | -                          | -                          | 5,000,000    |
| Parking Utility Projects                   | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 650,000                    | -                          | 3,250,000    |
| Stormwater Projects                        | 6,035,000                  | -                          | 6,517,800                  | -                          | 7,039,224                  | -                          | 7,602,362                  | -                          | 8,210,551                  | -                          | 35,404,937   |
| Sanitary Sewer Projects                    | 1,619,000                  | -                          | 1,748,520                  | -                          | 1,888,402                  | -                          | 2,039,474                  | -                          | 2,202,632                  | -                          | 9,498,028    |
| Subtotal Project Costs                     | 14,304,000                 | 7,000,000                  | 14,916,320                 | 2,000,000                  | 15,577,626                 | 2,000,000                  | 16,291,836                 | 2,000,000                  | 17,063,183                 | 2,000,000                  | 93,152,965   |
| Estimated Issuance Expenses <sup>2</sup>   | 66,886                     | 33,764                     | 81,977                     | 25,923                     | 89,420                     | 26,680                     | 90,353                     | 26,547                     | 91,286                     | 26,414                     |              |
| Maximum Underwriting Discount <sup>3</sup> | 181,250                    | 70,800                     | 189,125                    | 20,400                     | 197,563                    | 20,400                     | 206,563                    | 20,400                     | 216,313                    | 20,400                     |              |
| TOTAL TO BE FINANCED                       | 14,552,136                 | 7,104,564                  | 15,187,422                 | 2,046,323                  | 15,864,609                 | 2,047,080                  | 16,588,752                 | 2,046,947                  | 17,370,782                 | 2,046,814                  |              |
| Estimated Interest Earnings <sup>4</sup>   | (56,501)                   | (27,650)                   | (58,919)                   | (7,900)                    | (61,532)                   | (7,900)                    | (64,353)                   | (7,900)                    | (67,400)                   | (7,900)                    |              |
| Rounding                                   | 4,365                      | 3,086                      | 1,498                      | 1,577                      | 1,923                      | 820                        | 601                        | 953                        | 1,618                      | 1,086                      |              |
| NET ISSUE SIZE                             | 14,500,000                 | 7,080,000                  | 15,130,000                 | 2,040,000                  | 15,805,000                 | 2,040,000                  | 16,525,000                 | 2,040,000                  | 17,305,000                 | 2,040,000                  | 94,505,000   |

### NOTES:

<sup>1</sup>Projects to be financed taken from City spreadsheet provided by D. Ellenbecker via e-mail on 4-4-2019. Scenario includes reductions in levy supported projects to limit total financing to \$6.0 million year for Bonds and \$2.0 million per year for Notes.

<sup>2</sup>Includes municipal advisor, bond counsel, rating and paying agent.

<sup>3</sup>Discount allowance equal to 1.0% of issue size for Notes, and 1.29% of issue size for Bonds.

<sup>4</sup>Estimated interest earnings assume three months temporary investment of proceeds at 2.47% (UGIP rate as of March 2019).

For Discussion Only



Projected Debt Service Impact of City 2019 - 2024 CIP  
Reduced Plan



| Year   | Projected<br>TID OUT/TEV | Existing Debt Only                 |                                      |                           |                              | Net Rate for<br>Debt Service |
|--------|--------------------------|------------------------------------|--------------------------------------|---------------------------|------------------------------|------------------------------|
|        |                          | Annual PBI<br>Payment <sup>1</sup> | Less Proj.<br>Abatement <sup>2</sup> | Net Proj.<br>Debt Service | Net Levy for<br>Debt Service |                              |
| 2019   | 6,250,351,500            | 18,535,278                         | (9,253,759)                          | 9,281,519                 | 9,241,519                    | 1.48                         |
| 2020   | 6,303,345,651            | 17,421,371                         | (8,276,987)                          | 9,144,383                 | 9,759,880                    | 1.45                         |
| 2021   | 6,357,092,523            | 16,680,785                         | (7,492,397)                          | 9,188,487                 | 10,453,796                   | 1.45                         |
| 2022   | 6,411,355,968            | 16,793,112                         | (7,565,558)                          | 9,227,554                 | 11,144,595                   | 1.46                         |
| 2023   | 6,465,595,873            | 15,755,545                         | (7,617,119)                          | 8,138,426                 | 10,705,832                   | 1.46                         |
| 2024   | 6,520,788,156            | 15,544,591                         | (7,724,195)                          | 7,819,396                 | 11,097,704                   | 1.49                         |
| 2025   | 6,576,784,769            | 15,078,443                         | (7,309,514)                          | 7,768,929                 | 10,982,257                   | 1.67                         |
| 2026   | 6,632,353,699            | 13,898,510                         | (6,617,939)                          | 7,280,571                 | 10,497,752                   | 1.58                         |
| 2027   | 6,688,698,965            | 11,846,225                         | (5,418,541)                          | 6,427,685                 | 9,652,964                    | 1.44                         |
| 2028   | 6,745,624,620            | 10,493,488                         | (5,044,453)                          | 5,449,035                 | 8,665,453                    | 1.28                         |
| 2029   | 6,803,034,754            | 7,806,008                          | (3,730,480)                          | 4,075,528                 | 7,292,217                    | 1.07                         |
| 2030   | 6,860,933,490            | 6,436,738                          | (3,322,646)                          | 3,114,091                 | 6,506,644                    | 0.89                         |
| 2031   | 6,919,324,985            | 5,251,028                          | (2,959,382)                          | 2,291,646                 | 6,115,188                    | 0.73                         |
| 2032   | 6,978,313,435            | 5,263,113                          | (2,961,497)                          | 2,301,616                 | 5,049,786                    | 0.69                         |
| 2033   | 7,037,603,067            | 5,072,616                          | (2,769,168)                          | 2,308,448                 | 4,820,634                    | 0.65                         |
| 2034   | 7,097,698,148            | 5,070,428                          | (2,763,346)                          | 2,307,082                 | 4,587,221                    | 0.61                         |
| 2035   | 7,157,902,980            | 4,897,579                          | (2,582,326)                          | 2,315,253                 | 4,367,559                    | 0.52                         |
| 2036   | 7,218,821,900            | 3,501,544                          | (1,768,494)                          | 1,733,050                 | 3,785,803                    | 0.42                         |
| 2037   | 7,280,359,285            | 2,517,861                          | (1,512,434)                          | 1,005,427                 | 3,058,076                    | 0.33                         |
| 2038   | 7,342,419,545            | 2,317,861                          | (941,072)                            | 1,376,789                 | 2,427,810                    | 0.28                         |
| 2039   | 7,404,707,133            | 1,315,138                          |                                      | 1,093,553                 | 2,056,975                    | 0.22                         |
| 2040   | 7,467,726,535            |                                    |                                      | 1,038,309                 | 1,667,901                    | 0.17                         |
| 2041   | 7,531,282,277            |                                    |                                      |                           | 1,249,441                    | 0.11                         |
| 2042   | 7,595,378,924            |                                    |                                      |                           | 834,070                      | 0.05                         |
| 2043   | 7,660,011,081            |                                    |                                      |                           | 417,360                      | 0.00                         |
| 2044   | 7,725,213,389            |                                    |                                      |                           | 0                            | 0.00                         |
| 2045   | 7,790,960,530            |                                    |                                      |                           | 0                            | 0.00                         |
| TOTALS |                          | 180,646,143                        | (88,379,392)                         | 92,266,751                | 144,985,015                  |                              |

| Year   | Series 2019A<br>Bonds | Series 2019B<br>Notes | Series 2020A<br>Bonds | Series 2020B<br>Notes | Series 2021A<br>Bonds | Series 2021B<br>Notes | Series 2022A<br>Bonds | Series 2022B<br>Notes | Series 2023A<br>Bonds | Series 2023B<br>Notes | Projected Abatement Sources |             |              |              | Net Levy for<br>Debt Service | Change Over<br>Prior Year | Net Rate<br>for Total<br>Debt Svc |
|--------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------------|-------------|--------------|--------------|------------------------------|---------------------------|-----------------------------------|
|        |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | TID No. 5                   | Parking     | Storm        | Sanitary     |                              |                           |                                   |
| 2019   | 936,825               | 908,496               |                       |                       |                       |                       |                       |                       |                       |                       | (683,322)                   | (42,807)    | (390,233)    | (104,464)    | 9,241,519                    | 517,361                   | 1.48                              |
| 2020   | 934,858               | 911,128               | 1,037,784             | 237,843               | 1,085,906             | 237,843               | 1,132,820             | 237,843               | 1,180,292             | 237,843               | (686,397)                   | (83,491)    | (843,980)    | (230,835)    | 9,759,880                    | 695,916                   | 1.55                              |
| 2021   | 928,679               | 911,762               | 1,030,403             | 235,929               | 1,086,474             | 235,929               | 1,132,820             | 235,929               | 1,180,292             | 235,929               | (685,173)                   | (132,658)   | (1,334,868)  | (302,826)    | 10,453,796                   | 685,916                   | 1.64                              |
| 2022   | 925,206               | 910,347               | 1,039,315             | 234,038               | 1,079,480             | 234,038               | 1,132,820             | 234,038               | 1,180,292             | 234,038               | (686,609)                   | (176,203)   | (1,651,253)  | (582,491)    | 11,144,595                   | 688,397                   | 1.74                              |
| 2023   | 925,206               | 910,347               | 1,039,315             | 234,038               | 1,079,480             | 234,038               | 1,132,820             | 234,038               | 1,180,292             | 234,038               | (686,609)                   | (176,203)   | (1,651,253)  | (582,491)    | 10,705,832                   | (438,361)                 | 1.66                              |
| 2024   | 927,676               | 909,719               | 1,037,653             | 233,794               | 1,082,873             | 233,794               | 1,130,236             | 233,794               | 1,185,787             | 233,794               | (683,980)                   | (222,424)   | (2,429,504)  | (655,843)    | 11,097,704                   | 331,372                   | 1.69                              |
| 2025   | 929,557               | 911,960               | 1,035,304             | 233,326               | 1,085,480             | 233,326               | 1,132,844             | 233,326               | 1,185,787             | 233,326               | (685,861)                   | (223,984)   | (2,432,448)  | (653,709)    | 10,982,257                   | (54,947)                  | 1.67                              |
| 2026   | 925,821               | 913,815               | 1,037,184             | 237,560               | 1,082,321             | 237,560               | 1,134,655             | 237,560               | 1,184,632             | 234,038               | (687,072)                   | (225,351)   | (2,426,337)  | (653,205)    | 10,497,752                   | (844,788)                 | 1.44                              |
| 2027   | 926,383               | 222,955               | 1,033,212             | 236,469               | 1,083,378             | 237,560               | 1,130,686             | 233,326               | 1,190,580             | 233,794               | 0                           | (226,512)   | (2,427,479)  | (657,172)    | 9,652,964                    | (844,788)                 | 1.44                              |
| 2028   | 921,196               | 222,442               | 1,038,224             | 235,094               | 1,078,566             | 236,469               | 1,130,920             | 233,726               | 1,185,666             | 233,794               | 0                           | (226,512)   | (2,427,479)  | (657,172)    | 8,665,453                    | (844,788)                 | 1.28                              |
| 2029   | 930,052               |                       | 1,037,089             | 233,416               | 1,082,719             | 235,094               | 1,130,920             | 237,560               | 1,185,666             | 233,726               | 0                           | (223,383)   | (2,429,603)  | (650,644)    | 7,292,217                    | (1,372,335)               | 1.07                              |
| 2030   | 927,761               |                       | 1,034,773             | 233,416               | 1,085,628             | 235,094               | 1,130,448             | 236,469               | 1,188,165             | 236,469               | 0                           | (223,383)   | (2,429,603)  | (650,644)    | 6,115,188                    | (1,177,029)               | 0.89                              |
| 2031   | 924,444               |                       | 1,036,053             | 233,416               | 1,082,258             | 233,416               | 1,130,448             | 233,416               | 1,185,241             | 235,094               | 0                           | (224,329)   | (2,431,556)  | (652,050)    | 5,049,786                    | (1,065,402)               | 0.73                              |
| 2032   | 925,086               |                       | 1,035,848             | 233,416               | 1,082,449             | 233,416               | 1,130,448             | 233,416               | 1,186,096             | 233,416               | 0                           | (224,329)   | (2,431,556)  | (652,050)    | 4,820,634                    | (229,132)                 | 0.69                              |
| 2033   | 924,752               |                       | 1,029,276             | 233,416               | 1,076,205             | 233,416               | 1,130,448             | 233,416               | 1,185,096             | 233,416               | 0                           | (224,329)   | (2,431,556)  | (652,050)    | 4,587,221                    | (233,413)                 | 0.65                              |
| 2034   | 934,457               |                       | 1,036,300             | 233,416               | 1,079,483             | 233,416               | 1,127,602             | 233,416               | 1,183,398             | 233,416               | 0                           | (218,678)   | (2,427,718)  | (651,423)    | 4,367,559                    | (232,577)                 | 0.61                              |
| 2035   | 931,044               |                       | 1,036,758             | 233,416               | 1,084,171             | 233,416               | 1,128,568             | 233,416               | 1,184,592             | 233,416               | 0                           | (222,954)   | (2,429,024)  | (659,401)    | 4,149,441                    | (581,756)                 | 0.52                              |
| 2036   | 927,615               |                       | 1,040,619             | 233,416               | 1,083,271             | 233,416               | 1,132,920             | 233,416               | 1,184,592             | 233,416               | 0                           | (222,954)   | (2,429,024)  | (659,401)    | 3,927,810                    | (721,727)                 | 0.42                              |
| 2037   | 923,332               |                       | 1,039,072             | 233,416               | 1,080,838             | 233,416               | 1,130,662             | 233,416               | 1,182,015             | 233,416               | 0                           | (220,558)   | (2,426,191)  | (647,425)    | 3,705,832                    | (630,266)                 | 0.33                              |
| 2038   | 927,993               |                       | 1,039,053             | 233,416               | 1,076,982             | 233,416               | 1,131,762             | 233,416               | 1,183,313             | 233,416               | 0                           | (223,884)   | (2,425,329)  | (652,915)    | 3,487,901                    | (370,835)                 | 0.28                              |
| 2039   |                       |                       | 1,038,309             | 233,416               | 1,086,465             | 233,416               | 1,131,248             | 233,416               | 1,187,774             | 233,416               | 0                           | (182,437)   | (2,044,564)  | (548,894)    | 3,267,901                    | (389,075)                 | 0.22                              |
| 2040   |                       |                       |                       | 233,416               | 1,084,117             | 233,416               | 1,134,056             | 233,416               | 1,186,603             | 233,416               | 0                           | (137,130)   | (1,584,486)  | (427,724)    | 3,058,076                    | (418,456)                 | 0.17                              |
| 2041   |                       |                       |                       |                       |                       |                       | 1,135,014             | 233,416               | 1,186,736             | 233,416               | 0                           | (93,220)    | (1,098,996)  | (295,465)    | 2,834,070                    | (415,437)                 | 0.11                              |
| 2042   |                       |                       |                       |                       |                       |                       |                       |                       | 1,185,912             | 233,416               | 0                           | (45,808)    | (570,052)    | (152,693)    | 2,617,360                    | (416,711)                 | 0.05                              |
| 2043   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0                           | 0           | 0            | 0            | 2,407,360                    | (417,360)                 | 0.00                              |
| 2044   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0                           | 0           | 0            | 0            | 0                            | 0                         | 0.00                              |
| 2045   |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       | 0                           | 0           | 0            | 0            | 0                            | 0                         | 0.00                              |
| TOTALS |                       | 7,728,725             | 20,721,509            | 2,349,538             | 21,643,062            | 2,349,538             | 22,831,127            | 2,349,538             | 23,698,164            | 2,349,538             | (5,481,971)                 | (4,461,801) | (48,574,879) | (13,107,719) | 144,985,015                  |                           |                                   |

NOTES  
\*Total principal and interest due on outstanding General Obligation Bonds, Notes and State Trust Fund Loans issued by the City through December 31, 2018 plus Series 2010 RDA Bonds and Debt Service Fund administrative charges.  
†Projected abatements reflect Bay Beach, utility, parking and tax increment district allocated G.O. debt, and other sources of miscellaneous revenue.  
‡Estimated rates are BYAL AAA scale from April 17, 2019 plus 0.25% for 2019 issues, and plus 1.00% for future years.

For Discussion Only

----- End of CIP Planning Period/Impact of Debt Issued in 2024+ Not Reflected



## Current and Projected Debt Limit Calculations Reduced Plan



| Year | Projected<br>Equalized Value<br>(TID IN) <sup>1</sup> | Existing General Obligation Debt | 2019A Bonds | 2019B Notes | 2020A Bonds | 2020B Notes | 2021A Bonds | 2021B Notes | 2022A Bonds | 2022B Notes | 2023A Bonds | 2023B Notes | Principal<br>Outstanding | % of Limit | Residual<br>Capacity | Direct Debt<br>Burden <sup>2</sup> | Assessment  | Year |
|------|-------------------------------------------------------|----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------------|------------|----------------------|------------------------------------|-------------|------|
| 2018 | 6,603,759,000                                         | 330,187,950                      | 14,500,000  | 7,080,000   | 15,130,000  | 2,040,000   |             |             |             |             |             |             | 158,705,000              | 48.07%     | 171,482,950          | 2.06%                              | Moderate    | 2018 |
| 2019 | 6,659,961,755                                         | 332,998,088                      | 13,965,000  | 6,325,000   | 14,635,000  | 1,865,000   |             |             |             |             |             |             | 167,355,369              | 43.78%     | 165,642,719          | 2.07%                              | Moderate    | 2019 |
| 2020 | 6,716,642,836                                         | 335,932,142                      | 13,365,000  | 5,530,000   | 14,050,000  | 1,680,000   |             |             |             |             |             |             | 170,986,932              | 39.76%     | 164,845,210          | 2.00%                              | Moderate    | 2020 |
| 2021 | 6,773,806,314                                         | 338,690,316                      | 12,750,000  | 4,720,000   | 13,455,000  | 1,490,000   | 15,805,000  | 2,040,000   |             |             |             |             | 174,405,173              | 35.77%     | 164,285,142          | 1.92%                              | Moderate    | 2021 |
| 2022 | 6,831,456,295                                         | 341,572,815                      | 12,130,000  | 3,900,000   | 12,835,000  | 1,295,000   | 15,285,000  | 1,865,000   | 2,040,000   |             |             |             | 177,239,480              | 31.71%     | 164,333,335          | 1.83%                              | Moderate    | 2022 |
| 2023 | 6,889,596,918                                         | 344,479,846                      | 11,495,000  | 3,060,000   | 12,200,000  | 1,095,000   | 14,675,000  | 1,680,000   | 1,865,000   | 1,865,000   | 17,305,000  | 2,040,000   | 180,654,699              | 27.91%     | 163,825,147          | 1.74%                              | Strong      | 2023 |
| 2024 | 6,948,232,360                                         | 347,411,618                      | 10,845,000  | 2,205,000   | 11,550,000  | 890,000     | 14,050,000  | 1,490,000   | 1,865,000   | 1,865,000   | 16,740,000  | 1,865,000   | 183,800,888              | 24.11%     | 163,800,888          | 1.53%                              | Strong      | 2024 |
| 2025 | 7,007,366,832                                         | 350,368,342                      | 10,180,000  | 1,330,000   | 11,550,000  | 890,000     | 13,405,000  | 1,295,000   | 1,865,000   | 1,865,000   | 16,075,000  | 1,865,000   | 186,417,291              | 20.39%     | 203,951,050          | 1.33%                              | Strong      | 2025 |
| 2026 | 7,067,004,581                                         | 353,350,229                      | 9,505,000   | 435,000     | 10,880,000  | 675,000     | 12,740,000  | 1,095,000   | 1,865,000   | 1,865,000   | 15,390,000  | 1,865,000   | 189,866,267              | 16.95%     | 223,480,962          | 1.13%                              | Strong      | 2026 |
| 2027 | 7,127,149,891                                         | 356,357,495                      | 8,815,000   | 220,000     | 10,195,000  | 455,000     | 12,060,000  | 890,000     | 1,865,000   | 1,865,000   | 14,685,000  | 1,295,000   | 192,866,478              | 14.04%     | 241,491,017          | 0.95%                              | Strong      | 2027 |
| 2028 | 7,187,807,080                                         | 359,390,354                      | 8,115,000   |             | 9,485,000   | 230,000     | 11,360,000  | 675,000     | 1,865,000   | 1,865,000   | 13,955,000  | 1,095,000   | 195,955,354              | 11.45%     | 257,955,354          | 0.80%                              | Strong      | 2028 |
| 2029 | 7,248,980,506                                         | 362,449,025                      | 7,390,000   |             | 8,755,000   |             | 10,645,000  | 455,000     | 1,865,000   | 1,865,000   | 13,210,000  | 890,000     | 200,270,000              | 9.57%      | 272,179,025          | 0.69%                              | Very Strong | 2029 |
| 2030 | 7,310,674,562                                         | 365,533,728                      | 6,650,000   |             | 8,005,000   |             | 9,905,000   | 230,000     | 1,865,000   | 1,865,000   | 12,445,000  | 675,000     | 205,203,728              | 8.03%      | 285,203,728          | 0.59%                              | Very Strong | 2030 |
| 2031 | 7,372,893,678                                         | 368,644,684                      | 5,895,000   |             | 7,230,000   |             | 9,140,000   |             | 1,865,000   | 1,865,000   | 11,655,000  | 455,000     | 210,122,116              | 6.79%      | 297,129,684          | 0.50%                              | Very Strong | 2031 |
| 2032 | 7,435,642,325                                         | 371,782,116                      | 5,120,000   |             | 6,430,000   |             | 8,355,000   |             | 1,865,000   | 1,865,000   | 10,845,000  | 230,000     | 215,151,000              | 5.52%      | 309,122,116          | 0.42%                              | Very Strong | 2032 |
| 2033 | 7,498,925,007                                         | 374,946,250                      | 4,325,000   |             | 5,610,000   |             | 7,545,000   |             | 1,865,000   | 1,865,000   | 10,010,000  | 0           | 220,129,684              | 4.30%      | 320,996,250          | 0.34%                              | Very Strong | 2033 |
| 2034 | 7,562,746,271                                         | 378,137,314                      | 3,510,000   |             | 4,755,000   |             | 6,715,000   |             | 1,865,000   | 1,865,000   | 9,150,000   | 0           | 225,151,000              | 3.05%      | 332,917,314          | 0.27%                              | Very Strong | 2034 |
| 2035 | 7,627,110,700                                         | 381,355,535                      | 2,665,000   |             | 3,870,000   |             | 5,855,000   |             | 1,865,000   | 1,865,000   | 8,285,000   | 0           | 230,129,684              | 1.83%      | 344,980,535          | 0.19%                              | Very Strong | 2035 |
| 2036 | 7,692,022,917                                         | 384,601,146                      | 1,800,000   |             | 2,950,000   |             | 4,960,000   |             | 1,865,000   | 1,865,000   | 7,350,000   | 0           | 235,151,000              | 0.95%      | 355,961,146          | 0.13%                              | Very Strong | 2036 |
| 2037 | 7,757,487,583                                         | 387,874,379                      | 915,000     |             | 2,005,000   |             | 4,035,000   |             | 1,865,000   | 1,865,000   | 6,405,000   | 0           | 240,129,684              | 0.33%      | 366,229,379          | 0.08%                              | Very Strong | 2037 |
| 2038 | 7,823,509,401                                         | 391,176,470                      |             |             | 1,020,000   |             | 3,080,000   |             | 1,865,000   | 1,865,000   | 5,430,000   | 0           | 245,151,000              | 0.00%      | 375,520,470          | 0.04%                              | Very Strong | 2038 |
| 2039 | 7,890,093,113                                         | 394,504,656                      |             |             |             |             | 2,095,000   |             | 1,865,000   | 1,865,000   | 4,420,000   | 0           | 250,129,684              | 0.00%      | 383,744,656          | 0.01%                              | Very Strong | 2039 |
| 2040 | 7,957,243,499                                         | 397,862,175                      |             |             |             |             | 1,065,000   |             | 1,865,000   | 1,865,000   | 3,370,000   | 0           | 255,151,000              | 0.00%      | 391,237,175          | -0.01%                             | Very Strong | 2040 |
| 2041 | 8,024,965,384                                         | 401,248,269                      |             |             |             |             |             |             | 1,865,000   | 1,865,000   | 2,290,000   | 0           | 260,129,684              | 0.00%      | 397,843,269          | -0.02%                             | Very Strong | 2041 |
| 2042 | 8,093,263,632                                         | 404,663,182                      |             |             |             |             |             |             | 1,865,000   | 1,865,000   | 1,165,000   | 0           | 265,151,000              | 0.00%      | 403,498,182          | -0.04%                             | Very Strong | 2042 |
| 2043 | 8,162,143,146                                         | 408,107,157                      |             |             |             |             |             |             | 1,865,000   | 1,865,000   | 0           | 0           | 270,129,684              | 0.00%      | 408,107,157          | -0.04%                             | Very Strong | 2043 |

----- End of CIP Planning Period/Impact of Debt Issued in 2024+ Not Reflected

### NOTES:

<sup>1</sup> Equalized value shown for 2018 is actual. Annual valuation increase of 1.7% assumed thereafter. (50% of actual five year valuation growth.)

<sup>2</sup> Direct debt burden metric excludes G.O. debt principal allocated to essential purpose utilities (sewer & storm) provided utility net revenues are sum sufficient to make all debt payments.

For Discussion Only





Levy Limit Analysis - As Filed

|                                                       |                                                                                                                | 2015                   | 2016                   | 2017                   | 2018                   | 2019                   | 2020                   |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Form SL-202m                                          | Municipal Levy Limit Worksheet                                                                                 | 2014 Tax / 2015 Budget | 2015 Tax / 2016 Budget | 2016 Tax / 2017 Budget | 2017 Tax / 2018 Budget | 2018 Tax / 2019 Budget | 2018 Tax / 2020 Budget |
| Section A: Determination Of Allowable Levy Limit      |                                                                                                                |                        |                        |                        |                        |                        |                        |
| 1                                                     | Actual levy (not including tax increment)                                                                      | \$ 52,157,129          | \$ 52,414,893          | \$ 52,577,267          | \$ 52,698,543          | \$ 53,734,171          | \$ 54,004,908          |
| 3                                                     | Exclude levy for new general obligation debt authorized after July 1, 2005                                     | -                      | -                      | -                      | -                      | -                      | -                      |
| 4                                                     | Adjusted actual levy                                                                                           | 52,157,129             | 52,414,893             | 52,577,267             | 52,698,543             | 53,734,171             | 54,004,908             |
| 6                                                     | Net new construction% + terminated TID% applied to adjusted actual levy                                        | Net New Const          | 1.253%                 | 0.902%                 | 0.907%                 | 1.506%                 | 0.981%                 |
|                                                       |                                                                                                                | Terminated TID         | 0.000%                 | 0.000%                 | 0.000%                 | 0.000%                 | 0.000%                 |
|                                                       |                                                                                                                |                        | 52,810,658             | 52,887,675             | 53,054,143             | 53,492,183             | 54,261,303             |
| 7                                                     | Greater of Line 5 or Line 6                                                                                    | 52,810,658             | 52,887,675             | 53,054,143             | 53,492,183             | 54,261,303             | 54,544,957             |
| 8                                                     | Levy limit before adjustments less personal property aid                                                       | Personal Prop aid      | -                      | -                      | -                      | 275,410                | -                      |
|                                                       |                                                                                                                |                        | 52,810,658             | 52,887,675             | 53,054,143             | 53,492,183             | 53,985,893             |
| 9                                                     | Total adjustments from Sec D, Line S                                                                           | 831                    | 29,658                 | -                      | 243,003                | 51,191                 | 9,791,056              |
| 10                                                    | Allowable levy                                                                                                 | 52,811,489             | 52,917,333             | 53,054,143             | 53,735,186             | 54,037,084             | 64,336,013             |
| Actual Levy                                           |                                                                                                                | 52,414,893             | 52,577,267             | 52,698,543             | 53,734,171             | 54,004,908             | -                      |
| Unused or (exceeded) levy                             |                                                                                                                | 396,596                | 340,066                | 355,600                | 1,015                  | 32,176                 | 64,336,013             |
| SECTION B: ADJUSTMENT FOR PREVIOUS YEAR'S UNUSED LEVY |                                                                                                                |                        |                        |                        |                        |                        |                        |
| 1                                                     | Previous year's allowable levy                                                                                 | 52,705,792             | 52,811,489             | 52,917,333             | 53,054,143             | 53,735,186             | 54,037,084             |
| 2                                                     | Previous year's actual levy                                                                                    | 52,157,129             | 52,414,893             | 52,577,267             | 52,698,543             | 53,734,171             | 54,004,908             |
| 3                                                     | Previous year's unused levy. Line 1 minus Line 2                                                               | 548,663                | 396,596                | 340,066                | 355,600                | 1,015                  | 32,176                 |
| 4                                                     | Previous year's actual levy (or maximum) x (.0005 for 2011&2012) (0.015 after)                                 | 782,357                | 786,223                | 788,659                | 790,478                | 806,013                | 810,074                |
| 5                                                     | Allowable increase. Lesser of Line 3 or Line 4.                                                                | 548,663                | 396,596                | 340,066                | 355,600                | 1,015                  | 32,176                 |
| Section D: Adjustments To Levy Limit                  |                                                                                                                |                        |                        |                        |                        |                        |                        |
|                                                       |                                                                                                                | Amount                 | Amount                 | Amount                 | Amount                 | Amount                 | Amount                 |
| A                                                     | Increase for unused levy from previous year (Sec B. line 5). 2009/2010 allowed to use unused from 2007/2008    | Accept carryover?      | No                     | No                     | Yes                    | Yes                    | No                     |
|                                                       |                                                                                                                |                        | -                      | -                      | -                      | 240,151                | -                      |
| D                                                     | Increase for town, village, city's share of refunded or recinded taxes certified under sec. 74.41(5) WI Stats. | 831                    | 29,658                 |                        | 2,852                  | 51,191                 | -                      |
| E                                                     | Debt service for general obligation debt authorized after July 1, 2005.                                        | -                      | -                      | -                      | -                      | -                      | 9,758,880              |
| R                                                     | Increase for unused levy carryforward from prior years (Sec C line 8)                                          | Accept carryover?      | No                     | No                     | No                     | No                     | No                     |
|                                                       |                                                                                                                |                        | -                      | -                      | -                      | -                      | -                      |
| S                                                     | Total adjustments (Sum of Lines A through R)                                                                   | 831                    | 29,658                 | -                      | 243,003                | 51,191                 | 9,791,056              |



Report to the  
Finance Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # U.5.**

To receive and place on file the Report of the Claims Committee.

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

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Claims Committee Rpt March April 2019



Report to the  
Finance Committee  
of the City of Green Bay

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # U.6.**

To proceed with action as directed in closed session on initiating negotiations for intergovernmental agreement with the Oneida Nation, including revisiting the following Notices of Decision from the US Dept of the Interior regarding the intent to take land into trust: Kuffel, Bruss, Syndergaard, Kolb, Kelley, Howey, Duquaine, Cornelius, Kestell, Baumgart, Orlando, and Debenedetto parcels.

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

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Midwest Regional Office

Norman Pointe II

5600 American Boulevard West, Suite 500

Bloomington, Minnesota 55437

IN REPLY REFER TO:  
Division of Fee to Trust  
Overly

**MAY 16 2019**

## NOTICE OF DECISION INTENT TO TAKE INTO TRUST

CERTIFIED MAIL – RETURN RECEIPT REQUESTED: 91 7199 9991 7039 3295 2057

Honorable Tehassi Hill  
Chairman, Oneida Nation  
Post Office Box 365  
Oneida, Wisconsin 54155

Dear Chairman Hill:

On June 20, 2017 the Oneida Nation (hereinafter "Nation"), submitted a fee-to-trust application<sup>1</sup> for land known as Overly parcel (hereinafter "subject parcel"), which is located in Brown County, Wisconsin. We have consulted with the local and state governments as required and have completed our analysis of the application and all comments received. This letter serves as our *Notice of Decision* to approve the application and to acquire the land in trust status on behalf of the Nation.

Specifically, this fee-to-trust acquisition is supported by the Nation's Tribal Resolution No. 8-16-06-T, dated August 16, 2006. The following is the legal description of the subject parcel:

That part of Parcel "A", Vol. 1 Certified Survey Maps, Page 8, Map No. 15; being part of Lot Twenty-two (22), Section Thirty-one (31), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner on said Parcel "A"; thence North 206.11 feet along the East line of Parcel "A"; thence N 72° 20' 30" West 113.03 feet; thence S 46° 21' 30" West 14.70 feet; thence N 72° 33' 55" West 236.94 feet to the Northwest corner of Parcel "A"; thence S 6° 57' 45" West 171.48 feet to the Southwest corner of Parcel "A"; thence along the boundaries of Parcel "A" as follows: S 65° 49' 30" East 108.72 feet, North 33 feet, South 65° 49' 30" East 291.63 feet to the point of beginning, excepting therefrom that part conveyed in Jacket 16588 Records, Image 47.

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<sup>1</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Nation, to Tammie Poitra, Acting Regional Director, Bureau of Indian Affairs (BIA), Midwest Regional Office (June 20, 2017) (on file with the Midwest Regional Office).

AND

Part of Lot Twenty (20), Section Thirty-one (31 ), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the center line of the intersection of North Road and South Point Road, in the Village of Ashwaubenon, Brown County, Wisconsin; thence N 24° 45' 30" East 742.17 feet; thence N 65° 49' 30" West 90.79 feet to the point of beginning; thence North 33.00 feet to the Southeast corner of Parcel A in Vol. 1 of Certified Survey Maps, Page 8; thence along said South boundary the following two courses; N 65° 49' 30" West 291.71 feet and South 33.00 feet; thence S 65° 49' 30" East 291.71 feet to the point of beginning.

Property Address: 2190 South Point Road Green Bay, WI 54313

Tax Parcel Number: 6H-1206-1

Containing 1.66 acres more or less

#### Regulatory Authority

The applicable regulations are set forth in the Code of Federal Regulations (CFR) Title 25, INDIANS, Part 151, as amended. The regulations specify that it is the Secretary of the Interior's (hereinafter "Secretary") policy to accept lands "in trust" for the benefit of Tribes<sup>2</sup> when such acquisition is authorized by an Act of Congress; and, (1) when such lands are within the exterior boundaries of the Tribe's reservation, or adjacent thereto, or within a Tribal consolidation area; or (2) when the Tribe already owns an interest in the land; or (3) when the Secretary determines that the land is necessary to facilitate Tribal self-determination, economic development, or Indian housing.<sup>3</sup>

Analysis of maps provided with the application show the subject parcel to be within the exterior boundary of the reservation. Also, this acquisition facilitates Indian housing. Thus, the request for trust status is within the land acquisition policy as set forth by the Secretary.

Accordingly, pursuant to 25 CFR § 151.10, *On-reservation acquisitions*, we are required to provide notice to state and local governments, and then consider the following criteria in evaluating requests for the acquisition of land in trust status when the land is located within or contiguous to an Indian reservation, and the acquisition is not mandated:

- (a) The existence of statutory authority;
- (b) Need of the tribe for additional land;
- (c) The purpose for which the land will be used;

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<sup>2</sup> A "tribe" is any group of Indians recognized by the Secretary as eligible for the programs and services from the BIA. The Nation is currently listed as eligible to receive services from the BIA. See 25 CFR § 151.2(b) and 84 Fed. Reg. 1202 (February 1, 2019).

<sup>3</sup> 25 CFR § 151.3.



- (e) Impact on the State and its political subdivisions resulting from removal of the land from the tax rolls;
- (f) Jurisdictional problems and potential conflicts of land use which may arise;
- (g) Whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status; and
- (h) Compliance with 516 DM 6, Appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

#### 25 CFR § 151.10 – Notice and Comments.

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state and local governments that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local governments respond within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision.<sup>4</sup>

On June 20, 2017, the City of Green Bay, Brown County, and the State of Wisconsin were consulted to solicit comments regarding potential impacts as a result of removal of this property from the tax rolls.<sup>5</sup>

On, August 18, 2017, the City of Green Bay provided written response to the Notice of Application (NOA).<sup>6</sup> The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

- The amount of property taxes levied on the properties for 2016;
- Removal of these properties from the tax rolls has a severe impact on the City's tax revenue;
- There are well over 150 properties currently located within the city representing “millions upon millions of dollars in assessed values”;
- The community is divided because of an “inequitable tax burden” and jurisdictional checkerboarding;
- The city's operating expense is not reduced regardless of ownership or trust status, services are still required;
- There are no outstanding special assessments on the property;

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<sup>4</sup> 25 CFR § 151.10.

<sup>5</sup> Notice of (Non-Gaming) Land Acquisition, (June 20, 2017) (on file with the Midwest Regional Office).

<sup>6</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (August 18, 2017) (on file with the Midwest Regional Office). The city provided a single response letter for nine pending applications located within Green Bay; one of the nine properties listed are included in this decision and described above.

- The City currently provides all standard public works services to the property, and residents are entitled to use and benefit from all public services regardless of taxation status;
- The Service Agreement between the city and the Nation, adopted in 2009, was terminated in April 2016. Consequently, the city is without means of mitigating impact to the city and the city's residents;
- There is great potential for land use conflicts; one of the primary reasons for terminating the 2009 service agreement was difficulty ensuring consistent land use;
- The city's enforcement of zoning restrictions has been limited, and the piecemeal application of zoning restrictions results in a non-cohesive residential community;
- The properties should not be removed from the tax rolls until a workable solution is implemented.

Comments from the City were forwarded to the Nation.<sup>7</sup> On March 5, 2018, the Nation provided a single response letter<sup>8</sup> for nine pending applications located within Green Bay; one of the nine properties listed are included in this decision and described above. No comments were received from the State of Wisconsin or Brown County for the June 20, 2017 NOA.

#### 25 CFR § 151.10 (a) – Statutory authority for the acquisition of the property.

The subject parcel is eligible for trust acquisition pursuant to Section 5 of the Indian Reorganization Act (IRA) of June 18, 1934, now codified as 25 U.S.C. § 5108. Section 5 of the IRA authorizes the Secretary of the Interior, or the authorized representative, to acquire land for the benefit of recognized Indian Tribes. A Tribe must be recognized at the time of the Secretary of the Interior decides to take land into trust pursuant to the IRA.<sup>9</sup> Because the Nation is currently listed as a federally recognized tribe eligible to receive services from the Bureau of Indian Affairs (BIA),<sup>10</sup> the “recognized” requirement of Section 19 of the IRA is satisfied.<sup>11</sup>

Also, on February 24, 2009, the United States Supreme Court issued its decision in Carcieri v. Salazar, 555 U.S. 379 (2009). The decision held that Congress granted discretionary authority to the Secretary under the IRA to acquire land-in-trust for Indian tribes. To acquire land-in-trust pursuant to 25 U.S.C. § 5108, a tribe must have been “under Federal jurisdiction” at the time the IRA was passed in June 1934.

The Interior Board of Indian Appeals (IBIA) recently held that one bright-line test for determining whether a tribe was under Federal jurisdiction in 1934 turns on whether an IRA

<sup>7</sup> Letter from Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office, to Tehassi Hill, Chairman, Oneida Nation (January 3, 2018) (on file with the Midwest Regional Office).

<sup>8</sup> Letter from Kelly M. McAndrews, Oneida Law Office, to Scott Sufficool, Interim Director, BIA, Midwest Regional Office (March 5, 2018) (on file with the Midwest Regional Office).

<sup>9</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014) (“A tribe need only be “recognized” at the time the statute is applied”).

<sup>10</sup> List of entities eligible to receive services from BIA, 84 Fed. Reg. 1202 (February 1, 2019).

<sup>11</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

election was held for a tribe.<sup>12</sup> Additionally, on March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of "under federal jurisdiction" for purposes of the IRA, which states that the "calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934."<sup>13</sup> According to the Opinion, IRA elections held between 1934 and 1936 are "such an example of unambiguous federal actions that obviate the need to examine the tribe's history prior to 1934."<sup>14</sup>

On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election).<sup>15</sup> Because the Secretary held an IRA election for the nation in 1934, we conclude that the Nation was under Federal jurisdiction at the time the IRA was enacted and that the Secretary is authorized, pursuant to 25 U.S.C. § 5108, to take land into trust for the tribe.

Further, in 2013 the IBIA held that the Nation "was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to 25 U.S.C. § [5108] to take land into trust for the Tribe."<sup>16</sup>

#### 25 CFR § 151.10 (b) -- The need of the Tribe for additional land.

The fee-to-trust land acquisition regulations require the BIA to consider the Tribe's need for additional land. Currently, there are approximately 14,182.60 acres held in trust<sup>17</sup> for the Nation and approximately 17,268 tribal members.<sup>18</sup>

The subject parcel was allotted land lost by the Nation through the General Allotment Act and repurchased by the Nation in 2002 to expand the Nation's land base. The application states that "returning the land to its original status as inalienable, to forever be held by the United States for the benefit of the Oneida Nation, ensures that tribal investments within the Oneida Reservation will never be lost." This acquisition will "expand Oneida Nation land base and provide a future site for continued residential use."<sup>19</sup>

We have determined that the Nation has established a need for additional land, supported by the Nation's obligation to provide housing for tribal members.

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<sup>12</sup> Shawano County, Wisconsin v. Acting Midwest Regional Director, BIA, 53 IBIA 62, 71-72 (2011).

<sup>13</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

<sup>14</sup> Id.

<sup>15</sup> Ten Years of Tribal Government Under I.R.A., Theodore H. Haas, United States Indian Service (1947).

<sup>16</sup> Village of Hobart, Wisconsin v. Acting Midwest Regional Director, BIA, 57 IBIA 4, 22 (2013).

<sup>17</sup> Trust Asset Accounting & Management System, List of Tribally Owned Tracts Report, (February 25, 2019). Tribally owned fractional interests in allotted tracts were not included.

<sup>18</sup> Socioeconomic Conditions within the Reservation of the Oneida Nation, (April 4, 2018) (on file with the Midwest Regional Office).

<sup>19</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Nation, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 20, 2017) (on file with the Midwest Regional Office).

25 CFR § 151.10 (c) – Purpose for which the property will be used.

The fee-to-trust land acquisition regulations require the BIA to consider the purpose for which the land will be used. In examining the purpose(s) or use(s), the BIA “must first determine the current use of the property, then ascertain the Tribe’s plans for the property,” which not only “facilitates a clear understanding for BIA of how the property will be used for purposes of determining whether to grant the fee-to-trust applications, but also assists local jurisdictions in their planning for any ongoing services that may be needed and in commenting on a proposed fee-to-trust land acquisition.”<sup>20</sup> Considering the purpose for which the land will be used “also informs and facilitates BIA’s consideration of whether there may be jurisdictional or land use conflicts (§ 151.10 (f)) and determines the level of environmental review required under the National Environmental Policy Act (NEPA).”<sup>21</sup>

The purpose for the land acquisition is clearly stated in the Nation’s application; the subject parcel has “historically...been used for residential purposes” and will “provide a future site for continued residential use.”<sup>22</sup>

25 CFR § 151.10 (e) – Impact on the State and its political subdivisions resulting from the removal of this property from the tax rolls.

The NOA provides State and local governments the opportunity to submit comments regarding the proposed trust acquisition in the areas of regulatory jurisdiction, real property taxes, and special assessments. In its response to the NOA, the City states that it would realize \$11,263.81 for tax year 2016 from the subject properties.<sup>23</sup>

According to the 2017 audit reports published by the local governments, the County’s property tax levy was \$90,676,736 and the City’s levy was \$26,695,175.<sup>24</sup> The gross property tax charged against the subject parcel for 2017 was \$4148.30,<sup>25</sup> of which the County received \$756.20<sup>26</sup> and the City received \$1522.20.<sup>27</sup>

<sup>20</sup> Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

<sup>21</sup> Id. at 308.

<sup>22</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Nation, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 20, 2017) (on file with the Midwest Regional Office).

<sup>23</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA Midwest Regional Office (August 18, 2017) (on file with the Midwest Regional Office). The city provided a single response letter for nine pending applications located within Green Bay; one of the nine properties listed is included in this decision and described above. City stated \$11,263.81, but 2016 tax bills add up to \$11,263.82.

<sup>24</sup> Wisconsin Department of Revenue Division of State and Local Finance Bureau of Local Government Services, Town, Village and City Taxes levied in 2017 and collected in 2018 at 19-20 (on file with the Midwest Regional Office).

<sup>25</sup> Brown County, WI Property Tax Record for parcel No. 6H-1206-1 (April 1, 2019), <http://www.public.applications.co.brown.wi.us/treas/landrecordssearch/TaxYearDetail.asp> (on file with the Midwest Regional Office).

<sup>26</sup> Email from Lauren Hartman, Realty Specialist Coordinator, Oneida Nation, to Michelle Dufek, Realty Specialist, BIA, Midwest Regional Office (April 1, 2019) (on file with the Midwest Regional Office).

<sup>27</sup> Id.

| Jurisdiction      | Total Tax | % Levy    |
|-------------------|-----------|-----------|
| Brown County      | \$756.20  | 0.000834% |
| City of Green Bay | \$1522.20 | 0.005702% |

The city states that there are no outstanding special assessments on the property.<sup>28</sup> Additionally, on April 1, 2019, updated tax records<sup>29</sup> were retrieved for the subject parcel; which concurred with the city's statement that there are currently no delinquent past due assessments assigned to this property.

The city also states that although the removal of each individual property from the tax rolls has "a negligible impact on the city's operations," the removal of all of these properties will have a "severe impact on the City's tax revenue" and "inequitable tax burden among Green Bay residents." The City states that there are well over 150 trust properties located within the City of Green Bay that are currently held in trust, and which represent "millions upon millions of dollars in assessed values removed from the tax rolls."<sup>30</sup>

The BIA is only required to consider the present impact on the tax rolls of a proposed acquisition, i.e., the taxes currently assessed.<sup>31</sup> The county and the city will experience a reduction to their tax bases of 0.000834% and 0.005702% respectively, when calculated based on the tax bill and levy.

#### 25 CFR § 151.10 (f) – Jurisdictional problems and potential conflicts of land use.

In accordance with 25 CFR Part 151, BIA must consider jurisdictional problems or potential conflicts but is not required to resolve those problems or issues.<sup>32</sup> The subject parcel contains 1.66 acres,<sup>33</sup> currently being used for residential purposes<sup>34</sup> and zoned<sup>35</sup> Low Density Residential (R1)/Conservancy (C). The City has stated that there is currently no incompatible zoning.<sup>36</sup>

<sup>28</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (August 18, 2017) (on file with the Midwest Regional Office).

<sup>29</sup> Brown County, WI Property Tax Record for parcel No. 6H-1206-1 (April 1, 2019), <http://www.public.applications.co.brown.wi.us/treas/landrecordssearch/TaxYearDetail.asp> (on file with the Midwest Regional Office).

<sup>30</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (August 18, 2017) (on file with the Midwest Regional Office).

<sup>31</sup> City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director, BIA, 49 IBIA 75, 81-82 (2009).

<sup>32</sup> Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

<sup>33</sup> Dominica VanKoten, Chief Cadastral Surveyor, Bureau of Land Management, Land Description Review Certificate (February 14, 2019) (on file with the Midwest Regional Office).

<sup>34</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Nation, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 20, 2017) (on file with the Midwest Regional Office).

<sup>35</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (August 18, 2018) (on file with the Midwest Regional Office).

<sup>36</sup> Id.



The city provided a list of services it currently provides to the property, including solid waste/recycling collection, seasonal yard waste/snow removal, street maintenance and repair, water/sewer service, use and benefit from public parks, recreational facilities, law enforcement, community policing, fire, inspections, and neighborhood services.<sup>37</sup> The City has stated that operating expenses will not be reduced regardless of ownership or trust status, since services are still required.<sup>38</sup>

Direct services provided by the Nation for tribal members and their families include social services program that offers alcohol, tobacco, and other drug abuse (AODA) counseling, mental health counseling, Indian Child Welfare, Tribal Child Support, catastrophic funding, domestic abuse program, emergency food and shelter, and a child placement program. Other direct services provided by the Nation for tribal members and their families include: waste and recycling pickup, health care, elderly services, public safety, education and library services, recreation programs, public works, utilities, public transportation, housing, and mortgage loans and rentals.<sup>39</sup>

The Nation provides many community services to non-tribal residents of the Oneida reservation. Services provided by the Oneida Police Department include first responders, traffic violations, criminal arrests, investigations, pick-ups and transportation. The Nation does not receive any reimbursement for these services. Fines from traffic tickets issued by the Nation go to the county and/or state. The Nation also provides utility services (sewer and water) within the Oneida Sanitary District. Parks and recreation areas have been constructed and maintained by the Nation for the benefit of tribal and non-tribal residents. Additionally, the environmental programs of the Nation (such as, non-tribal land-use hunting permits, protection of endangered species, and wetland/woodland/habitat restoration) benefit all residents of the Reservation, including non-tribal members.<sup>40</sup>

The Nation has entered into a law enforcement agreement for mutual aid with the City of Green Bay.<sup>41</sup> Fire protection services also will be provided by the City of Green Bay.<sup>42</sup> Additionally, Brown County has an executed service agreement with the Nation for the sole purpose of enhancing emergency response services throughout the County.<sup>43</sup> On May 29, 2008, the Nation and Brown County entered into a service agreement which includes mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services.<sup>44</sup>

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<sup>37</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (August 18, 2018) (on file with the Midwest Regional Office).

<sup>38</sup> Id.

<sup>39</sup> Socioeconomic Conditions within the Reservation of the Oneida Nation, (April 4, 2018) (on file with the Midwest Regional Office).

<sup>40</sup> Id.

<sup>41</sup> Law Enforcement Mutual Aid Agreement between Oneida Nation in Wisconsin and City of Green Bay, (October 16, 1996) (on file with the Midwest Regional Office).

<sup>42</sup> Email from James Bittendorf, Attorney, Oneida Nation (June 8, 2016) (on file with the Midwest Regional Office).

<sup>43</sup> Exchange of Services Agreement between Oneida Tribe of Indians of Wisconsin and Brown County, (September 17, 2012) (on file with the Midwest Regional Office).

<sup>44</sup> Service Agreement between Oneida Tribe of Indians of Wisconsin and Brown County, (May 29, 2008 (amended September 18, 2008 and July 2, 2010)) (on file with the Midwest Regional Office).

On March 9, 2009, the Nation and the City of Green Bay entered into a service agreement, which included mutual aid for secondary assistance in law enforcement and emergency services. On September 25, 2015, the Nation received a request from the City of Green Bay to meet to negotiate the existing 2009 Service Agreement amendment. An amendment was not executed and the agreement was unilaterally terminated by the City of Green Bay.<sup>45</sup>

The City also states that “a piecemeal application of zoning restrictions results in disjointed neighborhoods...” and this is “counterproductive to... a cohesive community in the residential neighborhoods at issue here.” The “checkerboard” pattern of jurisdiction, however, is an “awkward” but “familiar feature of American government;” in fact, “federal facilities of all sorts, ranging from post offices to military bases, are scattered throughout the United States...a similar scatter is common throughout Indian County.”<sup>46</sup> The City’s assertions concerning jurisdictional problems are insufficient to show that trust acquisition of this land would alter that pattern or worsen any existing problems with the pattern.”<sup>47</sup>

Since there is no change in land use, and the Nation has intergovernmental agreements in place to cover the provision of services to trust property, we do not foresee any jurisdictional problems or potential land use conflicts.

25 CFR § 151.10 (g) – Is the Bureau of Indian Affairs (BIA) equipped to discharge the additional responsibilities and duties resulting from the acquisition of this land in trust status.

The Great Lakes Agency, BIA has reviewed the trust application for the parcel of land identified as the Overly Fee to Trust Acquisition and determined they will be able to discharge the additional responsibilities associated with the acceptance of land into trust. The subject parcel is located in Brown County, Wisconsin, and consists of 1.66 acres. The following staff located at the Great Lakes Agency, are readily available to assist the Tribe in their proposed uses of the property:

- Four realty specialists in the Branch of Realty, who are responsible for the overall administration and protection of Indian Trust land Resources;
- Eight foresters, one fire management officer, and one fire operations specialist in the Branch of Forestry, who are responsible for managing and protecting reservation forests;
- Nine engineers/technicians in the Branch of Roads, who are responsible for the maintenance and construction of BIA roads and bridges to provide a safe and adequate transportation system to Indian Reservations; and
- One environmental protection specialist.

In addition, there are realty specialists, foresters, road engineers/technicians; and environmental specialists in the Midwest Regional Office who are available for additional consultations and guidance in the overall protection and management of these lands.

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<sup>45</sup> Letter from Kelly M. McAndrews, Oneida Law Office, to Scott Sufficool, Interim Director, BIA, Midwest Regional Office at 4 (March 5, 2018) (on file with the Midwest Regional Office).

<sup>46</sup> Oneida Tribe of Indians of Wis. v. Village of Hobart, 732 F.3d 837, 839 (7th Cir. 2013).

<sup>47</sup> Ziebach County, South Dakota v. Acting Great Plains Regional Director, Bureau of Indian Affairs, 38 IBIA 227, 231 (2002).

Pursuant to Public Law 93-638, as amended, the Tribe has negotiated an agreement to assume responsibilities of various programs, services, functions, and activities that normally are funded and/or flow through the BIA. The programs that affect the level of need for services by the BIA are: Education and Job Training, Social Services, Conservation and Natural Resources, Economic and Community Development, Environmental Services, and Government and Administration. Included are activities that are under Forestry and Wildlife Management, Environmental Quality Services, Road Maintenance, Community Fire Protection, Real Estate Services, Rights Protection, Law Enforcement, and others.

Any additional responsibilities resulting from the transaction are foreseen to be minimal. Acceptance of this property in trust status will not impose any significant additional responsibilities or burdens upon the Great Lakes Agency beyond those already inherent in the federal trusteeship over the existing trust lands.<sup>48</sup>

#### 25 CFR § 151.10 (h) – Environmental Hazards.<sup>49</sup>

##### National Environmental Policy Act Compliance

No further compliance with NEPA is required. The BIA-Midwest Region Office (BIA-MRO) determined that no change in land use is anticipated; therefore, the Overly contemplated fee-to-trust acquisition will not have a significant effect on the quality of the human environment (individually or cumulatively) and neither an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required (40 CFR 1508.4; 43 CFR 46.205) and can be categorically excluded. BIA-MRO issued the Categorical Exclusion (CE) on November 1, 2017.

##### National Historic Preservation Act (NHPA) Compliance

No further compliance with NHPA is required. The BIA-MRO determined that the subject parcel trust acquisition does not have the potential to cause effects on historic properties [36 CFR 800.3 (a) (1)]. The BIA-MRO issued this determination on October 31, 2017.

##### Endangered Species Act (ESA) Compliance

No further compliance with ESA is required. The Nation recognizes the US Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) Report for a listing of Threatened and Endangered Species for each defined project area. BIA-MRO also reviews the IPaC report in consultation and determination of Threatened and Endangered Species. The BIA-MRO determined that the subject parcel trust acquisition supports a “No Effect” determination based on the intent of the Nation to maintain current land use. The BIA-MRO issued this determination on November 1, 2017.

#### 602 DM 2 using ASTM International E 1527-13

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<sup>48</sup> Memo from Kimberly Bouchard, Superintendent, BIA, Great Lakes Agency, to Timothy LaPointe, Regional Director, BIA, Midwest Regional Office (March 11, 2019) (on file with the Midwest Regional Office).

<sup>49</sup> Memo from Martin Lorenzo, Environmental Protection Specialist, BIA, Midwest Regional Office, to Russell Baker, Supervisory Realty Specialist, BIA, Midwest Regional Office (April 24, 2018) (on file with the Midwest Regional Office).

Recognized Environmental Conditions (RECs) were not found on the subject parcel. This assertion is supported by the following: 11/01/2017 (Initial) and 04/23/2018 (Update 1) Phase I Environmental Site Assessment(s) (ESA) for the subject parcel prepared by BIA-MRO.

In accordance with 602 DM 2, an additional pre-acquisition Phase I ESA will be completed within 180 days prior to the acquisition of title and acceptance into trust status.

### Conclusion

Based on the foregoing, we issue notice of our intent to accept the subject parcel into trust status. Title will vest in the United States of America in trust for the Oneida Nation, in accordance with Section 5 of the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 5108, provided the Nation delivers marketable title to the property in a manner as required in 25 CFR Part 151, Land Acquisition Regulations. In accordance with 25 CFR § 151.13, we have requested an examination of the title evidence by the Twin Cities Regional Solicitor's Office, Bloomington, Minnesota, to determine whether title to the subject parcel is marketable. The subject parcel will not be accepted in trust until all identified title exceptions have been met.

### Appeal Rights

This decision may be appealed to the Interior Board of Indian Appeals, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203, in accordance with 43 CFR §§ 4.310-4.340. Your notice of appeal to the Board must be signed by you or your attorney and **must be mailed within 30 days of the date that you receive this decision**. It should clearly identify the decision being appealed. If possible, attach a copy of the decision. You must send copies of your notice of appeal to (1) the Assistant Secretary – Indian Affairs, 1849 C Street, N.W., Washington, D.C. 20240; (2) each interested party known to you, and (3) this office. Your notice of appeal sent to the Board of Indian Appeals must certify that you have sent copies to these parties. If you file a notice of appeal, the Board of Indian Appeals will notify you of further appeal procedures.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Please do not hesitate to contact Pamela Butterfield, Acting Supervisory Realty Specialist at (612) 725-4536 if you have any questions or need additional information. Thank you for your assistance.

Sincerely,



Regional Director

CC: BY CERTIFIED MAIL -- RETURN RECEIPT REQUESTED:

Office of the Governor of Wisconsin 91 7199 9991 7039 3295 2040  
Post Office Box 7863  
115 East State Capitol  
Madison, Wisconsin 53702

Office of the Executive 91 7199 9991 7039 3295 2033  
Brown County  
Post Office Box 23600  
Green Bay, Wisconsin 53707

Office of the Mayor 91 7199 9991 7039 3295 2026  
City of Green Bay  
100 North Jefferson Street Rm. 106  
Green Bay, Wisconsin 54301-5026

CC: BY FIRST CLASS MAIL:

Jo Anne House, Chief Counsel  
Oneida Law Office  
N7210 Seminary Road  
Post Office Box 109  
Oneida, Wisconsin 54155

Patrick Pelky, (acting) Director  
Division of Land Management  
Oneida Nation  
Post Office Box 365  
Oneida, Wisconsin 54155

Superintendent, Great Lakes Agency  
Bureau of Indian Affairs  
916 West Lake Shore Drive  
Ashland, Wisconsin 54806





# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Midwest Regional Office

Norman Pointe II

5600 American Boulevard West, Suite 500  
Bloomington, Minnesota 55437

MAY 17 2019

IN REPLY REFER TO:  
Division of Fee to Trust  
DePetro

## NOTICE OF DECISION INTENT TO TAKE INTO TRUST

CERTIFIED MAIL – RETURN RECEIPT REQUESTED: 91 7199 9991 7039 3137 6496

Honorable Tehassi Hill  
Chairman, Oneida Nation  
Post Office Box 365  
Oneida, Wisconsin 54155

Dear Chairman Hill:

On November 30, 2015, the Oneida Nation (hereinafter “Nation”), submitted a fee-to-trust application<sup>1</sup> for land known as DePetro parcel (hereinafter “subject parcel”), which is located in Brown County, Wisconsin. We have consulted with the local and state governments as required and have completed our analysis of the application and all comments received. We are correcting and replacing the *Notice of Decision* dated May 8, 2019, for the reason, it did not include analysis of the comments from the City of Green Bay. This letter serves as the reissue of *Notice of Decision* to approve the application and to acquire the land in trust status on behalf of the Nation.

Specifically, this fee-to-trust acquisition is supported by the Nation’s Tribal Resolution No. 06-21-06-N, dated June 21, 2006. The following is the legal description of the DePetro parcel:

That part of Lot 21, of Section 30, in Township 24 North of Range 20 East of the 4<sup>th</sup> Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing where the West line of said Lot 21 intersects the center line of West Point Road as laid out by the City of Green Bay; thence East along said center line 97 feet to the point of beginning; thence continuing East along said centerline 80 feet; thence North 165 feet; thence West 80 feet; thence South 165 feet to the point of beginning, excepting therefrom the South 35 feet lying within West Point Road described in J8758 I 38.

.239 acres, more or less

Property Address: 2892 West Point Road Green Bay, WI 54313

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<sup>1</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, Bureau of Indian Affairs (BIA), Midwest Regional Office (November 30, 2015) (on file with the Midwest Regional Office).

## Regulatory Authority

The applicable regulations are set forth in the Code of Federal Regulations (CFR) Title 25, INDIANS, Part 151, as amended. The regulations specify that it is the Secretary of the Interior's (hereinafter "Secretary") policy to accept lands "in trust" for the benefit of Tribes<sup>2</sup> when such acquisition is authorized by an Act of Congress; and, (1) when such lands are within the exterior boundaries of the Tribe's reservation, or adjacent thereto, or within a Tribal consolidation area; or (2) when the Tribe already owns an interest in the land; or (3) when the Secretary determines that the land is necessary to facilitate Tribal self-determination, economic development, or Indian housing.<sup>3</sup>

Analysis of maps provided with the application show the subject parcel to be within the exterior boundary of the reservation. The acquisition also facilitates Indian housing. Thus, the request for trust status is within the land acquisition policy as set forth by the Secretary.

Pursuant to 25 CFR § 151.10, *On-reservation acquisitions*, we are required to provide notice to state and local governments, and then consider the following criteria in evaluating requests for the acquisition of land in trust status when the land is located within or contiguous to an Indian reservation, and the acquisition is not mandated:

- (a) The existence of statutory authority;
- (b) Need of the tribe for additional land;
- (c) The purpose for which the land will be used;
- (e) Impact on the State and its political subdivisions resulting from removal of the land from the tax rolls;
- (f) Jurisdictional problems and potential conflicts of land use which may arise;
- (g) Whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status; and
- (h) Compliance with 516 DM 6, Appendix 4, National Environmental Policy Act (NEPA) Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

## 25 CFR § 151.10 – Notice and Comments

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state and local governments that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local governments respond within a 30-day period, a copy of the comments will be

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<sup>2</sup> A "tribe" is any group of Indians recognized by the Secretary as eligible for the programs and services from the BIA. The Nation is currently listed as eligible to receive services from the BIA. See 25 CFR § 151.2(b) and 84 Fed. Reg. 1202 (February 1, 2019).

<sup>3</sup> 25 CFR § 151.3.

provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision.<sup>4</sup>

On October 1, 2015, and May 8, 2018; the City of Green Bay, Brown County, and the State of Wisconsin were consulted to solicit comments regarding potential impacts as a result of removal of this property from the tax rolls.<sup>5</sup>

On, June 1, 2018, the City of Green Bay provided written response to the Notice of Application (NOA).<sup>6</sup> The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

- The amount of property taxes levied on the properties for 2017;
- Removal of these properties from the tax rolls has a severe impact on the City's tax revenue;
- There are well over 150 properties currently located within the city representing “millions upon millions of dollars in assessed values”;
- The community is divided because of an “inequitable tax burden” and jurisdictional checker boarding;
- The city’s operating expense is not reduced regardless of ownership or trust status, services are still required;
- There are no outstanding special assessments on the property;
- The City currently provides all standard public works services to the property, and residents are entitled to use and benefit from all public services regardless of taxation status;
- The Service Agreement between the city and the Nation, adopted in 2009, was terminated in April 2016. Consequently, the city is without means of mitigating impact to the city and the city's residents;
- There is great potential for land use conflicts; one of the primary reasons for terminating the 2009 service agreement was difficulty ensuring consistent land use;
- The city’s enforcement of zoning restrictions has been limited, and the piecemeal application of zoning restrictions results in a non-cohesive residential community;
- The properties should not be removed from the tax rolls until a workable solution is implemented.

On June 6, 2018, Brown County provided a written response<sup>7</sup> to the May 8, 2018 NOA. The County provided information regarding property taxes, the impact of loss of tax revenue, assessments, services provided, and zoning. Specifically, the County provided the following information and comments:

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<sup>4</sup> 25 CFR § 151.10.

<sup>5</sup> Notices of (Non-Gaming) Land Acquisition (October 1, 2015, and May 8, 2018) (on file with the Midwest Regional Office).

<sup>6</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

<sup>7</sup> Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (June 6, 2018) (on file with the Midwest Regional Office).

- The county provided the amount of property taxes levied on the property for 2017;
- The county stated it has a service agreement with the tribe for payments in lieu of taxes and removal of the land from the tax roll does not have a fiscal impact on Brown County;
- The county indicated that there were no special assessment fees on the property for 2017;
- The county stated that there were no special assessment fees for 2017;
- The county stated that services are provided by either Brown County or Oneida according to the service agreements according to the service agreements entered between Brown County and Oneida. The agreements cover services including, but not limited to, health, safety, and welfare issues, certain zoning issues, licensing and child support services;
- The county stated zoning is done by the municipality in which the land is located and Brown County may be involved in limited zoning issues (such as shore land zoning) and those issues are determined pursuant to the service agreements between Oneida and Brown County.

No comments were received from the State in response to the October 1, 2015 and the May 8, 2018 Notice of Application's (NOA). Our review of the requirement to evaluate this Tribe request as set forth in 215 Code of Federal Regulations, § 151.10 (a) through (h), determined the following:

25 CFR § 151.10 (a) – Statutory authority for the acquisition of the property.

The subject parcel is eligible for trust acquisition pursuant to Section 5 of the Indian Reorganization Act (IRA) of June 18, 1934, now codified as 25 U.S.C. § 5108. Section 5 of the IRA authorizes the Secretary, or the authorized representative, to acquire land for the benefit of recognized Indian Tribes. A Tribe must be recognized at the time of the Secretary decides to take land into trust pursuant to the IRA.<sup>8</sup> Because the Nation is currently listed as a federally recognized tribe eligible to receive services from the Bureau of Indian Affairs (BIA),<sup>9</sup> the "recognized" requirement of Section 19 of the IRA is satisfied.<sup>10</sup>

Also, on February 24, 2009, the United States Supreme Court issued its decision in Carcieri v. Salazar, 555 U.S. 379 (2009). The decision held that Congress granted discretionary authority to the Secretary under the IRA to acquire land-in-trust for Indian tribes. To acquire land-in-trust pursuant to 25 U.S.C. § 5108, a tribe must have been "under Federal jurisdiction" at the time the IRA was passed in June 1934.

The Interior Board of Indian Appeals recently held that one bright-line test for determining whether a tribe was under Federal jurisdiction in 1934 turns on whether an IRA election was held for a tribe.<sup>11</sup> Additionally, on March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of "under federal jurisdiction" for purposes of the IRA, which states that the "calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and

<sup>8</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014) ("A tribe need only be "recognized" at the time the statute is applied").

<sup>9</sup> List of entities eligible to receive services from BIA, 84 Fed. Reg. 1202 (February 1, 2019).

<sup>10</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

<sup>11</sup> Shawano County, Wisconsin v. Acting Midwest Regional Director, BIA, 53 IBIA 62, 71-72 (2011).

conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934.”<sup>12</sup> According to the Opinion, IRA elections held between 1934 and 1936 are “such an example of unambiguous federal actions that obviate the need to examine the tribe’s history prior to 1934.”<sup>13</sup>

On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election).<sup>14</sup> Because the Secretary held an IRA election for the nation in 1934, we conclude that the Nation was under Federal jurisdiction at the time the IRA was enacted and that the Secretary of Interior is authorized, pursuant to 25 U.S.C. § 5108, to take land into trust for the tribe.

Further, in 2013 the Interior Board of Indian Appeals (IBIA) held that the Nation “was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to 25 U.S.C. § [5108] to take land into trust for the Tribe.”<sup>15</sup>

#### 25 CFR § 151.10 (b) – The need of the Tribe for additional land.

The fee-to-trust land acquisition regulations require the BIA to consider the Tribe’s need for additional land. Currently, there are approximately 14,182.60 acres held in trust<sup>16</sup> for the Nation and approximately 17,268 tribal members.<sup>17</sup> The subject parcel was allotted land lost by the Oneida Nation through the General Allotment Act and repurchased by the Nation in 1999 to expand the Nation’s land base. The application states that “returning the land to its original status as inalienable, to forever be held by the United States for the benefit of the Oneida Nation, ensures that tribal investments within the Oneida Reservation will never be lost.” This acquisition will “expand Oneida Nation land base and provide a future site for continued residential use.”<sup>18</sup>

We have determined that the Nation has established a need for additional land, supported by the Nation’s obligation to provide housing for tribal members.

#### 25 CFR § 151.10 (c) – Purpose for which the property will be used.

The fee-to-trust land acquisition regulations require the BIA to consider the purpose for which the land will be used. In examining the purpose(s) or use(s), the BIA “must first determine the current use of the property, then ascertain the Tribe’s plans for the property,” which not only “facilitates a clear understanding for BIA of how the property will be used for purposes of

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<sup>12</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

<sup>13</sup> Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

<sup>14</sup> Ten Years of Tribal Government Under I.R.A., Theodore H. Haas, United States Indian Service (1947).

<sup>15</sup> Village of Hobart, Wisconsin v. Acting Midwest Regional Director, BIA, 57 IBIA 4, 22 (2013).

<sup>16</sup> Trust Asset Accounting & Management System, List of Tribally Owned Tracts Report, (February 25, 2019). Tribally owned fractional interests in allotted tracts were not included.

<sup>17</sup> Socioeconomic Conditions within the Reservation of the Oneida Nation, (April 17, 2019) (on file with the Midwest Regional Office).

<sup>18</sup> Letter from Cristina S. Danforth, Chairwoman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (November 30, 2015) (on file with the Midwest Regional Office).



determining whether to grant the fee-to-trust applications, but also assists local jurisdictions in their planning for any ongoing services that may be needed and in commenting on a proposed fee-to-trust land acquisition.”<sup>19</sup> Considering the purpose for which the land will be used “also informs and facilitates BIA’s consideration of whether there may be jurisdictional or land use conflicts (§ 151.10 (f)) and determines the level of environmental review required under the NEPA.”<sup>20</sup>

The purpose for the land acquisition is clearly stated in the Nation’s application; the parcel has “historically...been used for residential purposes” and will “provide a future site for continued residential use.”<sup>21</sup>

25 CFR § 151.10 (e) – Impact on the State and its political subdivisions resulting from the removal of this property from the tax rolls.

The NOA provides State and local governments the opportunity to submit comments regarding the proposed trust acquisition in the areas of regulatory jurisdiction, real property taxes, and special assessments. According to the 2017 audit reports published by the local governments, the County’s property tax levy was \$90,676,736 and the City’s levy was \$26,695,175.<sup>22</sup> The gross property tax charged against the subject parcel for 2017, was \$2,950.90<sup>23</sup>, of which the County received \$537.90<sup>24</sup>, and the City received \$1,082.80<sup>25</sup>.

| Jurisdiction      | Total Tax  | % Levy    |
|-------------------|------------|-----------|
| Brown County      | \$537.90   | 0.000593% |
| City of Green Bay | \$1,082.80 | 0.004056% |

The city and the county state that there are no outstanding special assessments on the property. Additionally, on March 19, 2019, updated tax records were retrieved for the subject parcel; which concurred with the County’s statement that there are currently no delinquent past due assessments assigned to this property.<sup>26</sup>

<sup>19</sup> *Thurston County, Nebraska v. Great Plains Regional Director*, BIA, 56 IBIA 296, 307 (2013).

<sup>20</sup> *Thurston County, Nebraska v. Great Plains Regional Director*, BIA, 56 IBIA 296, 308 (2013).

<sup>21</sup> Letter from Cristina S. Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (November 30, 2015) (on file with the Midwest Regional Office).

<sup>22</sup> Wisconsin Department of Revenue Division of State and Local Finance Bureau of Local Government Services, *Town, Village and City Taxes levied in 2017 and collected in 2018* at 19-20 (on file with the Midwest Regional Office).

<sup>23</sup> Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office, (June 6, 2018) (on file with the Midwest Regional Office).

<sup>24</sup> Email from Lauren Hartman, Realty Specialist Coordinator, Oneida Nation, to Pamela Butterfield, Realty Specialist, BIA, Midwest Regional Office (October 23, 2018) (on file with the Midwest Regional Office).

<sup>25</sup> Email from Lauren Hartman, Realty Specialist Coordinator, Oneida Nation, to Pamela Butterfield, Realty Specialist, BIA, Midwest Regional Office (October 23, 2018) (on file with the Midwest Regional Office).

<sup>26</sup> Brown County, WI Property Tax Record for parcel No. 6H-1166-1-A (March 19, 2019), <http://www.public.applications.co.brown.wi.us/treas/landrecordsrserach/entryform.asp> (on file with the Midwest Regional Office).

The city also states that although the removal of each individual property from the tax rolls has “a negligible impact on the city’s operations,” the removal of all of these properties will have a “severe impact on the City’s tax revenue” and “inequitable tax burden among Green Bay residents.” The City states that there are well over 150 trust properties located within the City of Green Bay that are currently held in trust, and which represent “millions upon millions of dollars in assessed values removed from the tax rolls.”<sup>27</sup>

The BIA is only required to consider the present impact on the tax rolls of a proposed acquisition, i.e., the taxes currently assessed.<sup>28</sup> The county and the city will both experience a reduction to their tax bases of 0.000593% and 0.004056% respectively, when calculated based on tax bills and levies.

#### 25 CFR § 151.10 (f) – Jurisdictional problems and potential conflicts of land use.

In accordance with 25 CFR Part 151, BIA must consider jurisdictional problems or potential conflicts but is not required to resolve those problems or issues.<sup>29</sup> The subject parcel consists of 0.239 acres,<sup>30</sup> currently being used and zoned<sup>31</sup> Low Density Residential (R-1). The City has stated that there is currently no incompatible zoning.<sup>32</sup>

The City provided a list of services it currently provides to the property, including solid waste/recycling collection, seasonal yard waste/snow removal, street maintenance and repair, water/sewer service, use and benefit from public parks, recreational facilities, law enforcement, community policing, fire, inspections, and neighborhood services.<sup>33</sup> The City has stated that operating expenses will not be reduced regardless of ownership or trust status, since services are still required.<sup>34</sup>

Direct services provided by the Nation for tribal members and their families include social services program that offers alcohol, tobacco, and other drug abuse (AODA) counseling, mental health counseling, Indian Child Welfare, Tribal Child Support, catastrophic funding, domestic abuse program, emergency food and shelter, and a child placement program. Other direct services provided by the Nation for tribal members and their families include: waste and recycling pickup, health care, elderly services, public safety, education and library services,

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<sup>27</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

<sup>28</sup> City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director, BIA, 49 IBIA 75, 81-82 (2009).

<sup>29</sup> Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

<sup>30</sup> Dominica VanKoten, Chief Cadastral Surveyor, Bureau of Land Management, Land Description Review (LDR) Certificate (June 07, 2016) (on file with the Midwest Regional Office).

<sup>31</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

<sup>32</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

<sup>33</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

<sup>34</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

recreation programs, public works, utilities, public transportation, housing, and mortgage loans and rentals.<sup>35</sup>

The Nation provides many community services to non-tribal residents of the Oneida reservation. Services provided by the Oneida Police Department include first responders, traffic violations, criminal arrests, investigations, pick-ups and transportation. The Nation does not receive any reimbursement for these services. Fines from traffic tickets issued by the Nation go to the county and/or state. The Nation also provides utility services (sewer and water) within the Oneida Sanitary District. Parks and recreation areas have been constructed and maintained by the Nation for the benefit of tribal and non-tribal residents. Additionally, the environmental programs of the Nation (such as, non-tribal land-use hunting permits, protection of endangered species, and wetland/woodland/habitat restoration) benefit all residents of the Reservation, including non-tribal members.<sup>36</sup>

The Nation has entered into a law enforcement agreement for mutual aid with the City of Green Bay.<sup>37</sup> Fire protection services also will be provided by the City of Green Bay.<sup>38</sup> Additionally, Brown County has an executed service agreement with the Nation for the sole purpose of enhancing emergency response services throughout the County.<sup>39</sup> On May 29, 2008, the Oneida Nation and Brown County entered into a service agreement which includes mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services.<sup>40</sup>

On March 9, 2009, the Oneida Nation and the City of Green Bay entered into a service agreement, which included mutual aid for secondary assistance in law enforcement and emergency services. On September 25, 2015, the Nation received a request from the City of Green Bay to meet to negotiate the existing 2009 Service Agreement amendment. An amendment was not executed and the agreement was unilaterally terminated by the City of Green Bay.<sup>41</sup>

The City also states that “a piecemeal application of zoning restrictions results in disjointed neighborhoods...” and this is “counterproductive to... a cohesive community in the residential neighborhoods at issue here.”<sup>42</sup> The “checkerboard” pattern of jurisdiction, however, is an “awkward” but “familiar feature of American government;” in fact, “federal facilities of all sorts,

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<sup>35</sup> Socioeconomic Conditions within the Reservation of the Oneida Nation, (April 7, 2019) (on file with the Midwest Regional Office).

<sup>36</sup> Socioeconomic Conditions within the Reservation of the Oneida Nation, (April 17, 2019) (on file with the Midwest Regional Office).

<sup>37</sup> Law Enforcement Mutual Aid Agreement between Oneida Nation in Wisconsin and City of Green Bay, (October 16, 1996) (on file with the Midwest Regional Office).

<sup>38</sup> Email from James Bittendorf, Attorney, Oneida Nation (June 8, 2016) (on file with the Midwest Regional Office).

<sup>39</sup> Exchange of Services Agreement between Oneida Tribe of Indians of Wisconsin and Brown County, (September 17, 2012) (on file with the Midwest Regional Office).

<sup>40</sup> Service Agreement between Oneida Tribe of Indians of Wisconsin and Brown County, (May 29, 2008 (amended September 18, 2008 and July 2, 2010)) (on file with the Midwest Regional Office).

<sup>41</sup> Letter from Kelly M. McAndrews, Oneida Law Office, to Scott Sufficool, Interim Director, BIA, Midwest Regional Office (March 5, 2018) (on file with the Midwest Regional Office).

<sup>42</sup> Letter from Mayor James J. Schmitt, City of Green Bay, to Tammie Poitra, Acting Regional Director, BIA, Midwest Regional Office (June 1, 2018) (on file with the Midwest Regional Office).

ranging from post offices to military bases, are scattered throughout the United States...a similar scatter is common throughout Indian Country.”<sup>43</sup> The City’s assertions concerning jurisdictional problems are insufficient to show that trust acquisition of this land would alter that pattern or worsen any existing problems with the pattern.”<sup>44</sup>

Since there is no change in land use, and the Nation has intergovernmental agreements in place to cover the provision of services to trust property, we do not foresee any jurisdictional problems or potential land use conflicts.

25 CFR § 151.10 (g) – Is the Bureau of Indian Affairs (BIA) equipped to discharge the additional responsibilities and duties resulting from the acquisition of this land in trust status.

The Great Lakes Agency, BIA has reviewed the trust application for the parcel of land identified as the DePetro Fee to Trust Acquisition and determined they will be able to discharge the additional responsibilities associated with the acceptance of land into trust. The subject parcel is located in Brown County, Wisconsin, and consists of 0.239 acres. The following staff located at the Great Lakes Agency, are readily available to assist the Tribe in their proposed uses of the property:

- Four Realty Specialists in the Branch of Realty, who are responsible for the overall administration and protection of Indian Trust land Resources;
- Eight foresters, one fire management officer, and one fire operations specialist in the Branch of Forestry, who are responsible for managing and protecting reservation forests;
- Nine engineers/technicians in the Branch of Roads, who are responsible for the maintenance and construction of BIA roads and bridges to provide a safe and adequate transportation system to Indian Reservations; and
- An Environmental Protection Specialist.

In addition, there are realty specialists, foresters, road engineers/technicians, and environmental specialists in the Midwest Regional Office who are available for additional consultations and guidance in the overall protection and management of these lands.

Pursuant to Public Law 93-638, as amended, the Tribe has negotiated an agreement to assume responsibilities of various programs, services, functions, and activities that normally are funded and/or flow through the BIA. The programs that affect the level of need for services by the BIA are Education and Job Training, Social Services, Conservation and Natural Resources, Economic and Community Development, Environmental Services, and Government and Administration. Included are activities that are under Forestry and Wildlife Management, Environmental Quality Services, Road Maintenance, Community Fire Protection, Real Estate Services, Rights Protection, Law Enforcement, and others.

Any additional responsibilities resulting from the transaction are foreseen to be minimal. Acceptance of this property in trust status will not impose any significant additional

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<sup>43</sup> Oneida Tribe of Indians of Wis. v. Village of Hobart, 732 F.3d 837, 839 (7th Cir. 2013).

<sup>44</sup> Ziebach County, South Dakota v. Acting Great Plains Regional Director, Bureau of Indian Affairs, 38 IBIA 227, 231 (2002).

responsibilities or burdens upon the Great Lakes Agency beyond those already inherent in the federal trusteeship over the existing trust lands.<sup>45</sup>

#### 25 CFR § 151.10 (h) – Environmental Hazards.<sup>46</sup>

##### National Environmental Policy Act Compliance

No further compliance with NEPA is required. The BIA-Midwest Region Office (BIA-MRO) determined that no change in land use is anticipated; therefore, the DePetro contemplated Fee-to-Trust acquisition will not have a significant effect on the quality of the human environment (individually or cumulatively) and neither an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required (40 CFR 1508.4; 43 CFR 1508.4; 43 CFR 46.205) and can be categorically excluded. BIA-MRO issued the Categorical Exclusion on November 13, 2015.

##### National Historic Preservation Act (NHPA) Compliance

No further compliance with NHPA is required. The BIA-MRO determined that the DePetro parcel trust acquisition does not have the potential to cause effects on historic properties (36 CFR 800.3 (a) (1)). The BIA-MRO issued this determination on November 13, 2015.

##### Endangered Species Act (ESA) Compliance

No further compliance with ESA is required. The Nation sought concurrence from the US Fish and Wildlife Services (USFWS) for a “No Effect” determination for Threatened and Endangered Species on February 2016. BIA-MRO received formal notification of an March 14, 2016 letter from the USFWS Twin Cities Ecological Services Field office issued to the Oneida Nation identifying the proposed listing of the Northern long-eared bat (*Myotis septentrionalis*); requesting modification to proposed activities to assure zero “take”; and offering to provide further consultation. BIA-MRO determined that the DePetro parcel trust acquisition supports a “No Effect” determination based on the intent of the Nation to maintain current land use. The BIA-MRO issued this determination on November 13, 2015.

##### 602 DM 2 using ASTM International E 1527-13

Recognized Environmental Conditions (RECs) were not found on the DePetro parcel. This assertion is supported by the following assessment(s) including the 11/2015 (Initial); 04/2016 (Update 1); 03/2017 (Update 2; 08/2017 (Update 3) and 12/2017 (Update 4) Phase I Environmental Site Assessment(s) (ESA) for the DePetro property prepared by BIA-MRO.

In accordance with 602 DM 2, an additional pre-acquisition Phase I ESA will be completed within 180 days prior to the acquisition of title and acceptance into trust status.

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<sup>45</sup> Memo from Kimberly Bouchard, Superintendent, BIA, Great Lakes Agency, to Timothy LaPointe, Regional Director, BIA, Midwest Regional Office (March 19, 2019) (on file with the Midwest Regional Office).

<sup>46</sup> Memo from Martin Lorenzo, Environmental Protection Specialist, BIA, Midwest Regional Office, to Russell Baker, Supervisory Realty Specialist, BIA, Midwest Regional Office (December 11, 2017) (on file with the Midwest Regional Office).



### Conclusion

Based on the foregoing, we issue notice of our intent to accept the DePetro parcel into trust status. Title will vest in the United States of America in trust for the Oneida Nation, in accordance with Section 5 of the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 5108, provided the Nation delivers marketable title to the property in a manner as required in 25 CFR Part 151, Land Acquisition Regulations. In accordance with 25 CFR § 151.13, we have requested an examination of the title evidence by the Office of the Field Solicitor, Bloomington, Minnesota, to determine whether title to the parcel is marketable. The parcel will not be accepted in trust until all identified title exceptions have been met.

### Appeal Rights

This decision may be appealed to the Interior Board of Indian Appeals, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203, in accordance with 43 CFR §§ 4.310-4.340. Your notice of appeal to the Board must be signed by you or your attorney and **must be mailed within 30 days of the date that you receive this decision**. It should clearly identify the decision being appealed. If possible, attach a copy of the decision. You must send copies of your notice of appeal to (1) the Assistant Secretary – Indian Affairs, 1849 C Street, N.W., Washington, D.C. 20240; (2) each interested party known to you, and (3) this office. Your notice of appeal sent to the Board of Indian Appeals must certify that you have sent copies to these parties. If you file a notice of appeal, the Board of Indian Appeals will notify you of further appeal procedures.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Please do not hesitate to contact Pamela Butterfield, Acting Supervisory Realty Specialist at (612) 725-4536 if you have any questions or need additional information. Thank you for your assistance.

Sincerely,

**ACTING**

Regional Director

CC: BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED:

Office of the Governor of Wisconsin 91 7199 9991 7039 3137 6489  
Post Office Box 7863  
115 East State Capitol  
Madison, Wisconsin 53702

Office of the Executive 91 7199 9991 7039 3137 6472  
Brown County  
Post Office Box 23600  
Green Bay, Wisconsin 53707

Office of the Mayor 91 7199 9991 7039 3137 6465  
City of Green Bay  
100 North Jefferson Street Rm. 106  
Green Bay, Wisconsin 54301-5026

CC: BY FIRST CLASS MAIL:

Jo Anne House, Chief Counsel  
Oneida Law Office  
N7210 Seminary Road  
Post Office Box 109  
Oneida, Wisconsin 54155

Patrick Pelky, (acting) Director  
Division of Land Management  
Oneida Nation  
Post Office Box 365  
Oneida, Wisconsin 54155

Superintendent, Great Lakes Agency  
Bureau of Indian Affairs  
916 West Lake Shore Drive  
Ashland, Wisconsin 54806



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

**MEETING DATE**

May 21, 2019

**PREPARED BY**

**AGENDA ITEM # W.I.**

General Ordinance 14-19

An ordinance creating Section 40.14 relating to community service as a penalty.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. DRAFT GO 14-19 Creating Section 40.14 Relating to Community Service as Penalty

**GENERAL ORDINANCE NO. 14-19**

**AN ORDINANCE  
CREATING SECTION 40.14,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO COMMUNITY SERVICE AS PENALTY**

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

**SECTION 1.** Section 40.14, Green Bay Municipal Code, is hereby created to read:

40.14 **COMMUNITY SERVICE AS PENALTY. The Municipal Court Judge may order community service in lieu of or in conjunction with any other penalty, as provided by Wis. Stat. 800.09(1b)(b).**

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

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

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

KKJ

5-21-2019

**ZONING ORDINANCE NO. 02-19**

**AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 20-07  
TO PERMIT THE EXPANSION OF THE PLANNED UNIT DEVELOPMENT  
OVERLAY DISTRICT BOUNDARY FOR THE ST. MARY'S HOSPITAL  
CORRIDOR LOCATED AT THE NORTHEAST CORNER OF SHAWANO  
AVENUE AND TAYLOR STREET  
(ZP 19-04)**

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

**SECTION 1.** Zoning Ordinance No. 20-07, adopted September 4, 2007.

**SECTION 2.** Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, hereby amends the Planned Unit Development District on the following described property:

All of Volume 13 of Certified Survey Maps Page 113, Map Number 2683, Document Number 1023391, being all of Lots 1 and 2 and the now vacated right of way of Sundale Drive of said Certified Survey Map, located in part of Private Claim 1, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

**SECTION 3.** Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PROJECT SCOPE. This development, as depicted in Exhibit A is to serve as the redevelopment of the northeast corner of Shawano Avenue and North Taylor Street and an expansion of the zoning boundaries of the St. Mary's Hospital Corridor for the construction of a Prevea Clinic.
- B. PERMITTED USES. The subject area shall be included in the West Medical 1 area and is subject to the uses stated in ZO 20-07.
- C. BUILDING AND PARKING SETBACKS. The building and parking minimum setbacks are to comply with the West Medical 1 Building and Parking setbacks per ZO 20-07.
- D. BUILDING HEIGHT AND ARCHITECTURE
  - 1. Maximum Building Height
    - a. West Medical 1 – 140 feet or 10 floors except:



- (1) Any building constructed within 100 feet of existing single- or two-family residential uses is limited to 45 feet or four floors.

2. Architectural Elements. All buildings, including parking structures shall be designed to complement each other, both architecturally and visually throughout the corridor and shall be compliant with ZO 20-07.

E. PARKING , SCREENING REQUIREMENTS.

1. All parking shall be provided as per Section 13-1700, Green Bay Municipal Code.
2. Screening and Landscaping
  - a. All parking areas shall be screened from adjacent public street and properties subject to Section 13-1800, Green Bay Municipal Code.
  - b. All interior parking lot landscaping shall comply with Section 13-1800, Green Bay Municipal Code.
  - c. Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least 6 feet in height and 90% impervious to sight.

F. DRIVEWAYS AND PEDESTRIAN CONNECTIONS.

1. The Shawano Avenue drive shall be permitted to be increased to a maximum of 45 feet in width at the property line and 55 feet at the curb line. The drive may further be modified based on the review and approval during the final site plan approval process by the Department of Public Works-Engineering Division and City Traffic Engineer to address safety and visibility issues.
2. All other driveway design regulations shall comply with Section 13-1700, Green Bay Municipal Code.
3. Pedestrian and bike parking shall be complaint with ZO 20-07.

G. BUILDING AND SITE LIGHTING.

1. All lighting for parking areas shall be screened to minimize glare or illumination of surrounding properties and shall comply with Section 13-523, Green Bay Municipal Code.

2. Exterior building lighting locations shall be identified on the site plan during the review and approval process.
3. The location of light poles, heights, and elevations shall be identified on the site plan during the review and approval process.
4. Parking and security lights shall not be taller than buildings or a maximum of 28 feet above pavement.

H. LANDSCAPING.

A detailed landscape plan shall be provided the site plan submittal and shall be in compliance with the requirements of Section 13-1800, Green Bay Municipal Code.

I. STORMWATER MANAGEMENT AND GRADING PLAN. A stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

J. SITE PLAN APPROVAL. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning.

K. MISCELLANEOUS. All other requirements and standards of the Green Bay Municipal Code not specifically addressed by the PUD shall be met.

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

**SECTION 5.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

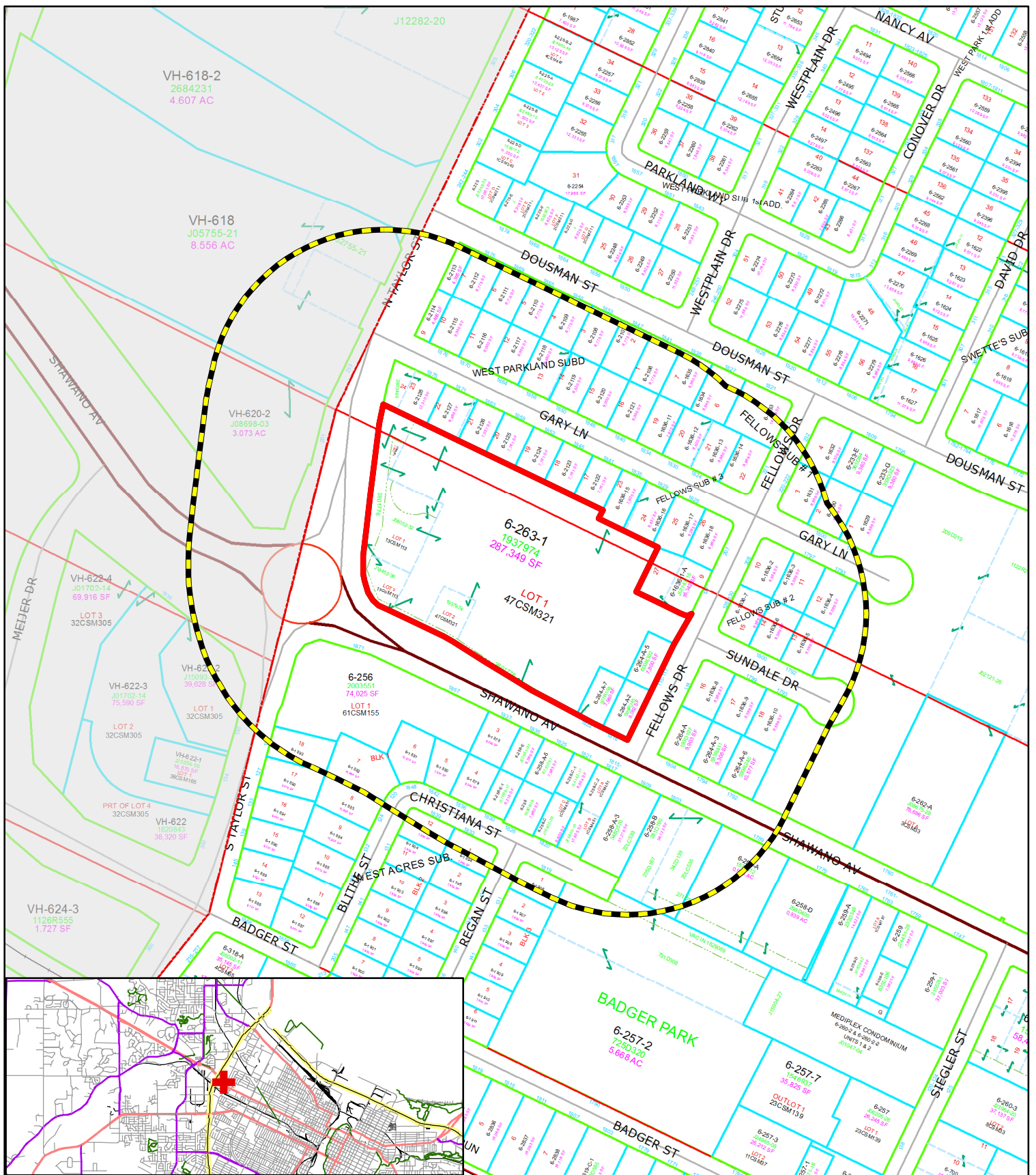
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Attachment: Exhibit A



**Zoning Petition (ZP 19-04)**  
**Proposed Planned Unit Development (PUD) Amendment**  
**1850 Block Shawano Avenue**

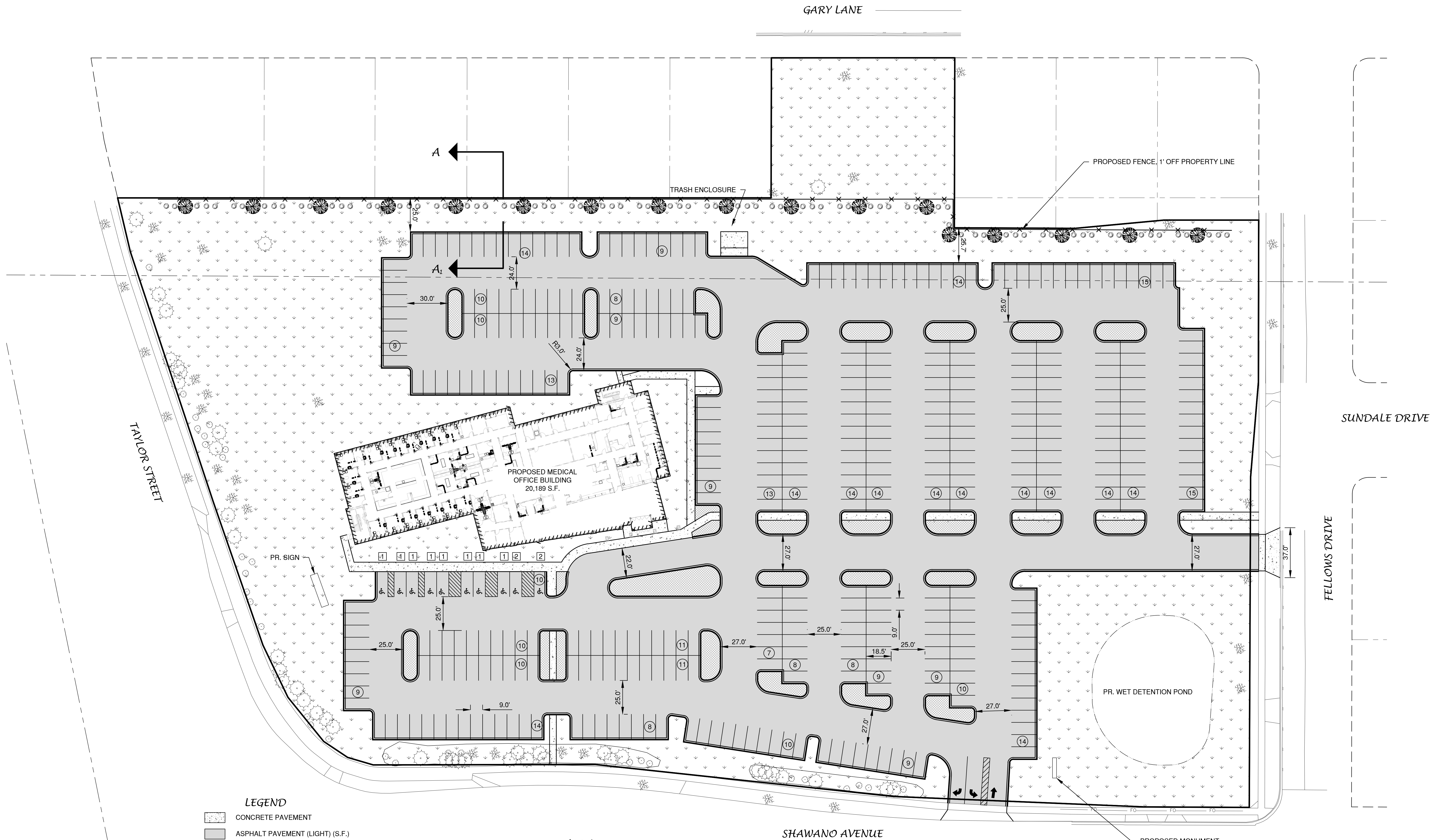
- Subject Area
- 400' Property Owner Notice

0 5,000 10,000  
 Feet



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





- LEGEND**
- CONCRETE PAVEMENT
  - ASPHALT PAVEMENT (LIGHT) (S.F.)
  - ASPHALT PAVEMENT (HEAVY) (S.F.)
  - LANDSCAPE AREA
  - GREEN SPACE
  - PROPOSED 18" STANDARD CURB AND GUTTER
  - PROPOSED 18" STANDARD SHEDDING CURB AND GUTTER
  - PROPOSED 18" MOUNTABLE CURB AND GUTTER
  - PROPOSED 18" MOUNTABLE SHEDDING CURB AND GUTTER
  - TRAFFIC FLOW ARROW
  - HANDICAPPED PARKING
  - INDICATES NUMBER OF PARKING STALLS

\*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

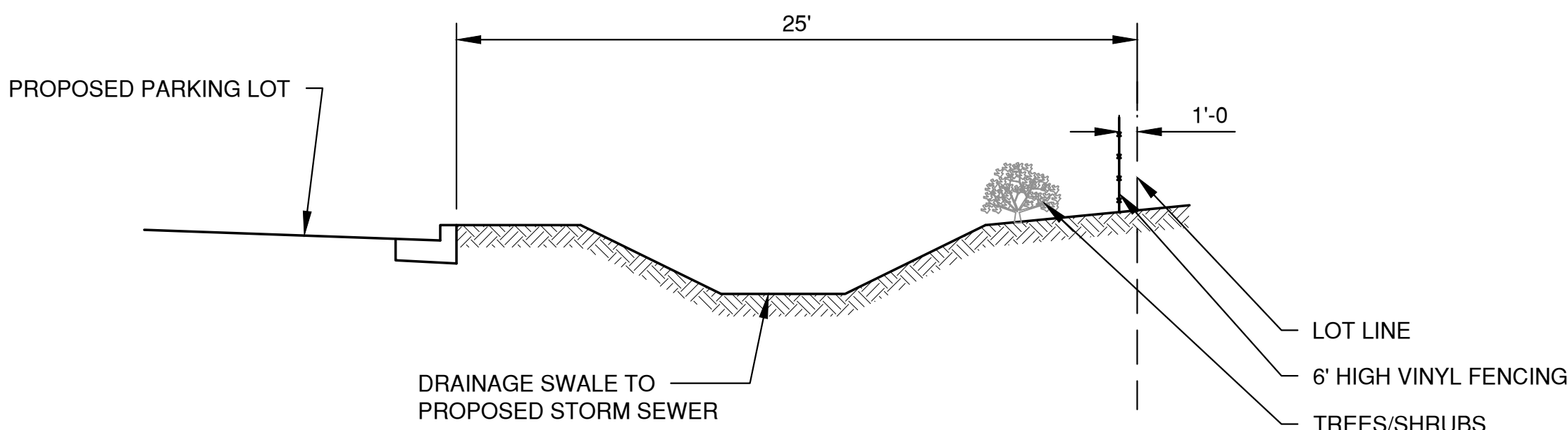
**NOTE**  
ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.

**PARKING DATA**  
TOTAL PARKING STALLS PROVIDED = 441  
HANDICAP ACCESSIBLE PARKING STALLS = 10  
TOTAL PARKING STALLS REQUIRED:  
1 SPACE X 8,000 S.F. + 1 SPACE X 70,000 S.F. = 97 SPACES  
300 S.F. 1,000 S.F.

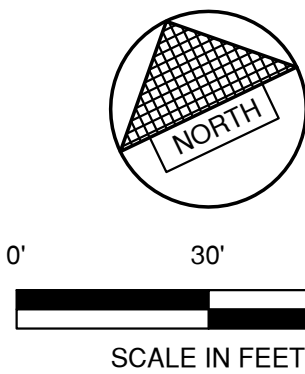
**SITE DATA**  
TOTAL AREA = 7.87 ACRES, 342,765 S.F.  
BUILDING AREA = 0.46 ACRES, 20,189 S.F. (5.9%)  
SIDEWALK/PARKING LOT AREA = 3.84 ACRES, 167,444 S.F. (48.9%)  
GREEN SPACE = 3.57 ACRES, 155,132 S.F. (45.2%)

**ZONING**  
LOW DENSITY RESIDENTIAL (WITH PUD OVERLAY)

**PARCEL NO.**  
6-263-1, 6-264-A-7, 6-264-A-5, 6-1632-1-A, 6-2122, 6-1636-15



BUFFER CROSS SECTION A - A



**Robert E. Lee & Associates, Inc.**  
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES  
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155  
920-662-9641 www.releeinc.com

IN-PROGRESS SET

**PREVEA ST. MARY'S  
MEDICAL OFFICE BUILDING**

**PREVEA**  
health  
N. Taylor Street & Shawano Avenue | Green Bay, WI | 54303

**BERNERS  
SCHOB**

310 Pine Street | Green Bay, WI 54301 | 920-432-4865 | www.berniers-schober.com

| REVISION | DATE: |
|----------|-------|
|          |       |
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SITE PLAN

**C102**

DATE: DEC. 6, 2018  
COMMISSION: 6013.00  
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THE COPYRIGHT OWNER GRANTS THE PLANHOLDER A LIMITED LICENSE TO USE THIS DRAWING FOR THE EXPRESS PURPOSE OF CONSTRUCTING THE PROJECT DEPICTED THEREON. ANY OTHER USE IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE COPIED IN ANY FORM OR UPLOADED TO WEBSITES EXCEPT AS AUTHORIZED BY BERNERS-SCHOB ASSOCIATES, INC.



**ZONING ORDINANCE NO. 03-19**

**AN ORDINANCE REZONING PROPERTY LOCATED  
AT 1132 WEST MASON STREET, 1134 WEST MASON STREET AND A  
PORTION OF 1136 WEST MASON STREET  
FROM PUBLIC INSTITUTIONAL (PI) DISTRICT  
TO GENERAL COMMERCIAL (C1) DISTRICT  
(ZP 19-06)**

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

**SECTION 1.** Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following three described properties located at 1132 West Mason Street, 1134 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) to General Commercial (C1) District:

1132 W MASON: TANKS SUBD OF PC 2-9 THAT PRT OF LOT 6 DESC IN  
313 D 220 & EX ST IN J12031-20 & EX ST IN J23557-51 (Parcel No. 2-45-B)

1134 W MASON: TANKS SUBD OF PC 2-9W THAT PRT OF LOT 6 AS DES IN  
333 D 494 BCR (Parcel No. 2-45-5)

1136 W MASON: TANKS SUBD OF PC 2-9 WSFR PRT OF LOT 6 AS DESC  
IN VOL 329 D 29 EX ST IN J12031-20 (Parcel No. 2-45-1)

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

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

**ZONING ORDINANCE NO. 03-19**  
**PAGE 2**

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor

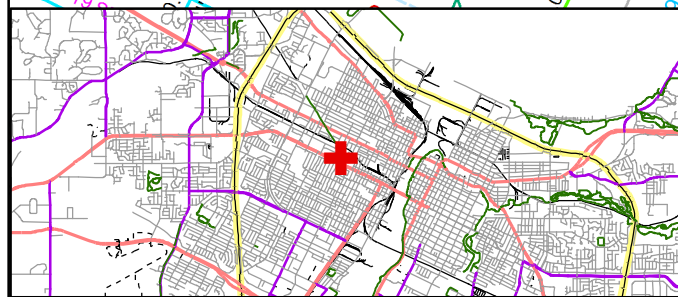
ATTEST:

\_\_\_\_\_  
Clerk

pn

Attachment – Map

4/02/18



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

**GENERAL ORDINANCE NO. 15-19**

**AN ORDINANCE  
AMENDING SECTION 13-2021,  
GREEN BAY MUNICIPAL CODE  
VIDEO DISPLAY SIGNAGE  
(TA 19-02)**

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

**SECTION 1.** Section 13-2021, Green Bay Municipal Code, is amended as follows:

**13-2021 Video Display Signs**

(b) Video display signs shall be only permitted in the C1, C2, C3, D1, D2, BP, LI, GI **or the PI** Zoning Districts.

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

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

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk