AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, OCTOBER 9, 2018, 1:30 PM
CITY HALL, ROOM 604

A. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.
   Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

B. Approval of the Agenda.

1. Approval of the agenda for the October 9, 2018, meeting of the Redevelopment Authority.

C. Approval of Minutes.

1. Approval of the minutes from the September 10, 2018, special meeting and September 11, 2018, regular meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on Report of the Real Estate Subcommittee meeting on September 27, 2018 (Request for Proposals for redevelopment of the Adams Street lot located on the 200 block of North Adams Street).

2. Consideration with possible action to enter into a Professional Services Agreement, not to exceed eight hundred thousand dollars ($800,000.00), for the professional services of a Consultant to prepare a Project Plan for the Shipyard.

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

3. Consideration with possible action on "Snow Removal/Clean-up Services Contract" RFQ #3097.

4. Consideration with possible action for the acquisition of 422 5th Street (parcel 2-192).

5. Consideration with possible action to award the Analysis of Impediments to Fair Housing Choice study to MSA Professional Services, Inc. in the amount of $24,900.00.

6. Consideration with possible action on the request from NeighborWorks Green Bay to use HOME funding and assumption of RDA loan on the acquisition and rehabilitation of the 1400 Block Admiral Court.

7. Consideration with possible action on amendments to documents assumed by 304 North Adams Green Bay (NAGB) under the Hotel Northland receivership in order to reflect change of ownership and change in circumstances since original adoption.

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

E. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: November 13, 2018 at 1:30 PM

F. Adjournment.

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

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

MONDAY, SEPTEMBER 10, 2018, 4:00 PM
CITY HALL, ROOM 604

A. ROLL CALL.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, James Blumreich, Kathy Hinkfuss, and Melanie Parma.
Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

Members Present: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Kathy Hinkfuss, and Melanie Parma, Excused: Deby Dehn
Liaisons Present: Jeff Mirkes and Leah Weycker

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the September 10, 2018, special meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to approve the agenda for the September 10, 2018, special meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

C. PUBLIC HEARINGS.

1. Public Hearing regarding Adoption of a Territory Amendment to the Project Plan for Tax Incremental District Twelve (TID 12): I-43 Industrial Park, which proposes the addition of 926 Erie Road (Tax Parcel 21-171).

Chair Gary Delveaux asked three times if anyone present wished to speak at the Public Hearing. No one wished to speak.

2. Public Hearing regarding the dissolution of Tax Incremental District Seventeen (TID 17): 900 Block North Broadway.

Chair Gary Delveaux asked three times if anyone present wished to speak at the Public Hearing. No one wished to speak.

3. Public Hearing regarding the creation of rehabilitation and conservation Tax Incremental District Twenty (TID 20): Whitney Park and adoption of the Project Plan, which identifies potential redevelopment activities, including disbursement of grants and loans as well as the installation, construction or reconstruction of streets, utilities, parks, and other public infrastructure.

Chair Gary Delveaux asked three times if anyone present wished to speak at the Public Hearing. Adam Prochaska, 400 N. Monroe, provided comments.

4. Public Hearing regarding the creation of blight elimination Tax Incremental District Twenty-One (TID 21): Green Bay Packaging and adoption of the Project Plan, which identifies potential redevelopment activities, including disbursement of grants and loans as well as the installation, construction or reconstruction of streets, utilities, parks, and other public infrastructure.

Chair Gary Delveaux asked three times if anyone present wished to speak at the Public Hearing. No one wished to speak.

D. REGULAR BUSINESS.

1. Consideration with possible action on a Resolution regarding the adoption of a Territory Amendment to the Project Plan for Tax Incremental District Twelve (TID 12): I-43 Industrial Park.

Moved by James Blumreich, seconded by Kathy Hinkfuss to recommend Common Council adopt a Resolution regarding the adoption of a Territory Amendment to the Project Plan for Tax Incremental District Twelve (TID 12): I-43 Industrial Park. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Melanie Parma, No- None, Abstain- Matt Schueller

2. Consideration with possible action on a Resolution regarding the dissolution of Tax Incremental District Seventeen (TID 17): 900 Block North Broadway.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to recommend Common Council adopt a Resolution regarding the dissolution of Tax Incremental District Seventeen (TID 17): 900 Block North Broadway. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

3. Consideration with possible action on a Resolution regarding the creation of rehabilitation and conservation Tax Incremental District Twenty (TID 20): Whitney Park and adoption of the Project Plan.

Moved by James Blumreich, seconded by Matt Schueller to recommend Common Council adopt a Resolution regarding the creation of rehabilitation and conservation Tax Incremental District Twenty (TID 20): Whitney Park and adoption of the Project Plan. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

4. Consideration with possible action on a Resolution regarding the creation of blight elimination Tax Incremental District Twenty-One (TID 21): Green Bay Packaging and adoption of the Project Plan.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to recommend Common Council adopt a Resolution regarding the creation of blight elimination Tax Incremental District Twenty-One (TID 21): Green Bay Packaging and adoption of the Project Plan. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

E. ADJOURNMENT.

Moved by James Blumreich, seconded by Matt Schueller to adjourn. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, SEPTEMBER 11, 2018, 1:30 PM
CITY HALL, ROOM 604

A. ROLL CALL.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, James Blumreich, Kathy Hinkfuss, and Melanie Parma.
Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

Members Present: Gary Delveaux, Chair; Matt Schueller, Vice Chair; Ald. Barbara Dorff, Deby Dehn, James Blumreich, and Kathy Hinkfuss, Excused: Melanie Parma
Liaisons Present: Chelsea Kocken, Jeff Mirkes, and Leah Weycker
Others Present: Ald. Brian Johnson and Ald. Randy Scannell

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the September 11, 2018, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve the agenda for the September 11, 2018, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the minutes from the August 14, 2018, regular meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Kathy Hinkfuss to approve the minutes from the August 14, 2018, regular meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

D. REGULAR BUSINESS.

1. Consideration with possible action on communication from August 21, 2018, of the Common Council by Ald. Steuer, to study and report on partial City funding for a garden coordinator position that is presently funded by Brown. Nearly 3/4 of community garden users live in the City of Green Bay.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to receive and place on file. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

2. Consideration with possible action to award the low qualified bid for the supply and installation of heating units for the Schauer & Schumacher building to AMA, Inc. for $75,335.00.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to award the project to the low qualified bidder, AMA, Inc., at $75,335.00. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

3. Consideration with possible action on a Request for Proposals for redevelopment of the Adams Street lot located on the 200 block of North Adams Street.

Moved by Matt Schueller, seconded by James Blumreich to refer to the RDA real estate subcommittee to discuss the proposals submitted and hold interviews with all three potential developers for the Adams Street lot located on the 200 block of North Adams Street with a recommendation to be presented at the October 9, 2018, RDA meeting. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

4. Consideration with possible action on the disposition of 1655 Debra Lane (parcel 21-1111-P-2).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to appove the disposition of 1655 Debra Lane to Greater Green Bay Habitat for Humanity for demolition and reconstruction of a new home. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

5. Consideration with possible action on the extension of the development agreement for 871 W. Mason Street (parcel 2-450).

Moved by James Blumreich, seconded by Kathy Hinkfuss to approve a three-month extension of the development agreement with Growth Process LLC for 871 W. Mason Street (parcel 2-450). Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

6. Consideration with possible action on the development agreement for 615 12th Avenue (parcel 2-656).

Moved by James Blumreich, seconded by Kathy Hinkfuss to reacquire the property located at 615 12th Avenue from Ben Culbertson for $2,500.00 after the expiration of a 60-day notice to cure. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

7. Consideration with possible action for the acquisition of 422 5th Street (parcel 2-192) using Neighborhood Enhancement Funds.

Moved by Deby Dehn, seconded by Kathy Hinkfuss to open the floor for discussion. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

Moved by James Blumreich, seconded by Kathy Hinkfuss to return to regular order of business. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

Moved by James Blumreich, seconded by Matt Schueller to hold until the October 9, 2018, meeting. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn,
No- None, Abstain- None

8. Consideration with possible action on a $40,000.00 HOME funding request by Greater Green Bay Habitat for Humanity to construct a home at the corner of Stuart/Clay Street (parcel #14-886).

Moved by Matt Schueller, seconded by Kathy Hinkfuss to approve the $40,000.00 HOME funding request by Greater Green Bay Habitat for Humanity to construct a home at the corner of Stuart/Clay Street (parcel #14-886). Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

E. INFORMATIONAL.

1. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: October 9, 2018 at 1:30 PM

F. ADJOURNMENT.

Moved by James Blumreich, seconded by Matt Schueller to adjourn. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.1.

Consideration with possible action on Report of the Real Estate Subcommittee meeting on September 27, 2018 (Request for Proposals for redevelopment of the Adams Street lot located on the 200 block of North Adams Street).

BACKGROUND

This site is currently used as a public surface parking lot. It had been previously used as a parking lot for the Port Plaza/Boston Store. The RDA has received inquiries from multiple developers who have shown an interest in redeveloping this lot. Staff released a Request for Proposals that coincides with the recommendations as provided by the City's 2014 AuthentiCity Plan. The plan recommends this site to be used for mixed use development with a requirement that the 1st floor be commercial.

Staff received three proposals for the site upon the August 24, 2018 deadline. The three projects varied in nature making the review difficult at times. Staff came to agreement that more information is required from all three developers to better analyze each proposal. One of the potential developers, Bond Realty, backed out before the subcommittee meeting. The RDA real estate subcommittee gathered to interview the two remaining developers to further discuss the proposals submitted. This meeting of the RDA real estate subcommittee was fact finding in nature. Both developers agreed that more information was needed regarding the Schreiber Foods green space and Baylake Bank building. A recommendation was not presented nor determined as to which proposal to accept. The consensus from the potential developers, the RDA subcommittee and Staff was to hold this item until more information was gathered.

RECOMMENDATION

Direct staff to further explore the Schreiber Foods green space and Baylake Bank building before accepting a proposal for the Adams Street lot located on the 200 block of North Adams Street.

FISCAL IMPACT

ATTACHMENTS

1. 200 N Adams Lot - Request for Proposals
2. 200 N Adams St submittal - Base Barsan
3. 200 N Adams St submittal - T Wall
4. Minutes

City of Green Bay
Department of Community and Economic Development

Request for Proposals

Adams Street Lot

200 Block N. Adams Street

Redevelopment Authority of the City of Green Bay

Released May 9, 2017

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

Request for Proposals:
Adams Street Parking Lot
200 Block N. Adams Street

I. Introduction

A. *Project Overview*

The Redevelopment Authority of the City of Green Bay (RDA) is seeking proposals for the purchase and redevelopment of the Adams Street Lot, located on the 200 block of North Adams Street (tax parcels12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109,12-110,12-111,12-112).

B. *Project Goals*

The property is in the core of the Downtown, surrounded by successful redevelopment projects of the recent past that have moved forward the vision of making Downtown an authentic, livable community that looks to the future and honors community identity.

The RDA's goals for this property include the following:

1. Positively utilize the site for economic growth
2. Generate tax base
3. Work with the City of Green Bay and Downtown Green Bay, Inc. to positively promote the development
4. Facilitate a development that corresponds with the City's 2014 AuthentiCity Plan while considering recent market trends

C. *Property Summary*

Location: Southern half of the 200 block of North Adams Street
Property Ownership: RDA
Parcel(s): 12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109,12-110,12-111, & 12-112
Site Size: 1.5 acres (63,290 square feet)
Type of Project: Preference will be given to a mixed-use development with an emphasis on housing creation. The first story must have a commercial user(s).
Land Value: $759,480

D. *Property Background*

The site is currently used as a public surface parking lot. There is a plaza in the southwest corner, the intersection of N. Washington St. and Cherry St., which will remain in its current location. The site had previously been used as parking for the Port Plaza Mall/ Boston Store. Previous to 1982, the site was made up of several downtown commercial buildings.

E. *Environmental Condition*

The City is currently in the process of conducting a Phase I Environmental Site Assessment (ESA). If necessary, the City will also fund a Phase II ESA, additional site investigations, and remedial action plan.

II. Proposal Requirements

A. Content and Organization

To achieve a uniform review process and a degree of comparability, the proposals should be organized in the following order and contain all of the following information:

1. Title Page

Show the proposal title, the name of firm, address, telephone number(s), name of contact person, the date, and other relevant company information.

2. Alignment with Strategy

Please provide a narrative of the project that shows how it aligns with our community and economic development strategy to generate innovative ideas, cultivate ideas into businesses, and retain and attract smart and skilled people. The City supports projects that make our community more:

1. safe; projects that:
   - 1.1. rehabilitate buildings and/or build new structures using the latest codes
   - 1.2. remove attractive nuisances and other problem properties
   - 1.3. eliminate and/or reduce transportation hazards
   - 1.4. invest in neighborhoods with high complaint and/or police call volumes
2. healthy; projects that:
   - 2.1. remediate environmental contamination from the parcel and/or structures
   - 2.2. enhance the physical (soil, water, air) landscape
   - 2.3. include high-performance design elements, mechanical systems, and interior finishes
   - 2.4. encourage human-powered movement
3. connected; projects that:
   - 3.1. interact positively with adjacent properties, the neighborhood, and community
   - 3.2. strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure
   - 3.3. strengthen and/or expand pedestrian, bicycle, and transit transportation networks
   - 3.4. create and/or enhance public spaces and amenities
4. loved; projects that:
   - 4.1. remove blighted and neglected structures
   - 4.2. expand our range of residential and commercial real estate products
   - 4.3. be designed and built to last
   - 4.4. provide options for converting project to alternative uses

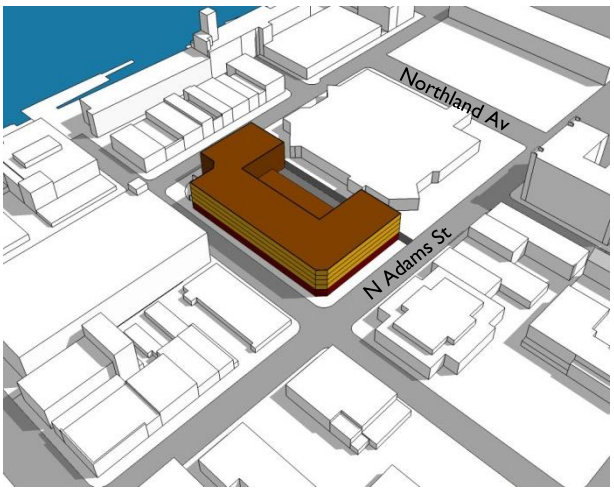
3. Design and Use

Describe the project and provide a scope of work. Include a preliminary site plan with the proposed building footprint, parking, and circulation. Also submit massing diagrams or elevations showing how the proposed development relates to the surrounding blocks.

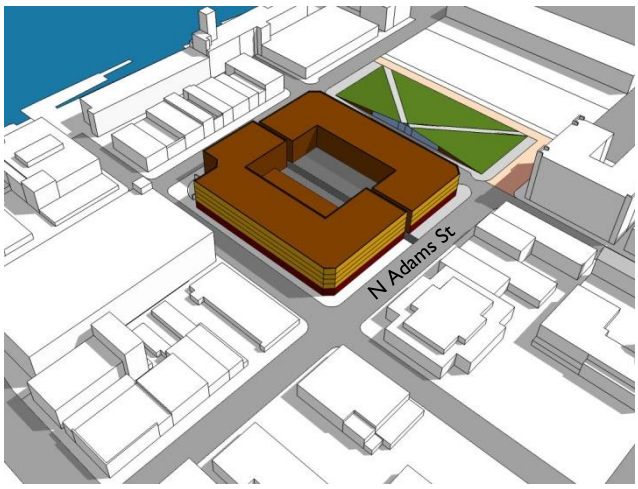
Discuss the occupancy of the completed project. Provide a detailed explanation of the end user(s) for this property. Offer an idea of the target market for the proposed concept and how the property will be marketed. The Developer should provide a timeline for tenancy and include any challenges that may be perceived.

Long-Range Planning. This site is highlighted in Downtown district plans adopted by the City (see Appendix). The plan recommendations for this site are to house a mixed-use development, with long-term plans for the extension of Pine Street and the addition of a public park on parcels to the north. Scoring for "Form" will be based on consideration of the effects on current neighboring properties as well as the long-term vision for Downtown. The Downtown plan is specific about certain elements that may have changed with market changes.

The images below demonstrate concepts for long-term development phases on and around the site.



1: Development on Adams St lot with 2-story Baylake City Center remaining



2: Future developments on blocks north of current site: mixed-use development and town square

Form. The building must be designed to comply with Downtown Two (2) zoning requirements and complement the established Downtown character:

Architectural Character	Sensitivity to context. Identifiable and distinct.
Articulation	Emphasis on building corners at intersections. Buildings greater than thirty (30) feet wide are divided into smaller increments through variations in materials or through architectural elements.
Alignment	May have slight variations to the zero (0) foot setback to enhance building entrances or streetscape elements; i.e. outdoor café seating, entrances. First story is distinct from upper stories, through change in building materials or textures or through sign bands, awnings, arcades, etc.
Building Materials	Brick and stone; other material for accent features only. Rear façade may have concrete masonry units with color treatment.
Color	Reflect the existing and desired context
Fenestration	Minimum of fifty percent (50%) of the first story (street-facing) façade is transparent. Upper story windows: punched openings, reflective glass discouraged.
Modulation	No blank facades. Variation in treatments. Pedestrian scale. Modulation rhythm through setbacks, façade widths, heights, colors, materials, and architectural features
Height	Minimum height is four (4) stories.

Higher points will also be attainable for the demonstration of sustainable, cost-saving design and construction.

Parking. The project must provide sufficient parking to comply with the relevant requirements of City Code 13-1700. The project must also provide one hundred (100) spaces of public parking. This may be achieved through underground parking or an above-ground parking structure that is incorporated into the design of the building.

Public Art. One percent (1%) of the overall project budget shall be dedicated toward public art in the City. This may be through incorporating new art on the project site, through donation to the Green Bay Public Arts Commission, or a combination.

4. Investment

Provide an analysis of any expected increase in tax base generated by this project. Discuss project costs, including acquisition cost. The value of the property is estimated to be $759,480.00. Proposals should identify planned sources of financing for the project. Attach any proof of funding sources; i.e. loan approvals, financial statements, letters of credit etc.

5. Capacity and Experience

Provide a timetable for construction, including start and completion dates, as well as a final goal for attaining occupancy of the property. Briefly discuss other projects (if any) that may limit the Developer's ability to complete this project in a timely manner.

Explain the Developer's qualifications and related experience in development. Provide résumés of project team members, any examples of previous projects that may relate to this type of development, and a list of contractors/ subcontractors to be used for this project.

B. Submittal Requirements

Proposals must be received by the RDA by Friday, August 24, 2018, no later than 4:00 p.m. CDT

Please send proposals to:

City of Green Bay
Department of Community & Economic Development
Attn: Ken Rovinski
100 N Jefferson St, Room 608
Green Bay, WI 54301

OR Email to: kennethro@greenbaywi.gov

The staff recommendation will be presented to RDA on September 11, 2018, at 1:30 p.m. CDT in Room 604 of City Hall.

III. Selection Process and Criteria

A. Selection Criteria

City staff will review and score proposals according to the following criteria:

Grading Scale

4	3	2	1	0
A	B	C	D	F

FACTOR	MAXIMUM POINTS
ALIGNMENT WITH STRATEGY	**16**
makes the City healthier	(4)
makes the City safer	(4)
makes the City more connected	(4)
makes the City more loved	(4)
DESIGN AND USE	**24**
overall form and character	(4)
density and intensity of structure	(4)
quality of use types	(4)
mix of use types	(4)
integration of public parking	(4)
integration of public art	(4)
INVESTMENT	**24**
scope of work	(4)
estimated property value at completion	(4)
estimated hard construction costs	(4)
total cash offer for all parcels	(4)
amount of requested public funding	(4)
proposed sources of financing	(4)
CAPACITY AND EXPERIENCE	**16**
project team qualifications	(4)
proposed time to complete	(4)
proposed time to attain occupancy	(4)
demonstrated success on similar projects	(4)
TOTAL POSSIBLE POINTS	**80**

B. Questions and Comments

All questions shall be submitted in written form to the contact information provided below by Monday, August 6, 2018. Answers will then be provided, via the City website (www.greenbaywi.gov), as a part of an addendum to this RFP.

Mail to: City of Green Bay
Department of Community & Economic Development
Attn: Ken Rovinski
100 N Jefferson St, Room 608
Green Bay, WI 54301
OR
Email to: kennethro@greenbaywi.gov

C. Selection Process

The developer selection process will involve the following primary steps:

1. *Proposal review*
2. *Staff Recommendation of selected developer*
3. *RDA approval of selected developer*
4. *Finalize / execute Development Agreement*

D. Timeline

- Questions due: Monday, August 6, 2018
- Addendum posted: Thursday, August 9, 2018
- Proposals due: Friday, August 24, 2018 by 4:00 p.m.
- RDA selection: Tuesday, September 11, 2018 at 1:30 p.m.

E. Rules Governing Competitive Evaluation

1. Examination of Request for Proposals

Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

2. Contract Negotiations

The highest-ranked Developer will enter into negotiations with the RDA. If an agreement cannot be met, the RDA will notify the Developer and stop negotiations. Then the second highest Developer will enter into negotiations. This process may continue until a successful negotiation(s) occurs. The RDA reserves the right to cease any negotiations with any Developer should it be in the RDA's best interest.

3. Completeness, Addenda, Rejection, Cancellation, Preparation Cost

This Request for Proposals (RFP) has been prepared by the RDA and does not purport to be all-inclusive or to contain all of the information a prospective purchaser or developer may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

The RDA reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. The RDA reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the RDA's or the City's best interest. All materials submitted in response to this RFP become the property of the RDA.

The RDA will not be responsible for costs associated with preparing proposals. By submitting a proposal, each Developer agrees to be bound in this respect and waives all claims regarding such costs and fees.

Downtown Core Enhancements

The downtown core enhancements project envisions a new signature public green space occupying a full city block and located between Washington and Adams Street just south of the new Schreiber Foods office building (see Figure 7: Pine Street Extension- Town Square). The location of this square in the core of downtown creates the potential for the square to be activated on all four sides by varying uses, including a new mixed-use anchor building. This follows a number of best practices for successful public spaces, creating activity throughout the day and evening by different user groups and for different purposes.

The northern edge of the square is bounded by the new Schreiber Foods office building and this façade acts as the "front door" to this important community business and asset. An extension of CityDeck Court to the east creates a vehicular access drive to this front door and new angled parking spaces along the square create the opportunity for short term parking for visitors and clients of Schreiber Foods. This business edge would activate the square during weekdays; on mornings as employees arrive to work, during lunch hours, and on evenings after work. The square provides an ideal venue for Schreiber and other downtown employees to enjoy an active, urban environment and would either replace or expand the planned green that Schreiber began to construct in 2013.

The eastern edge of the square is bounded by the Hotel Northland. This historic hotel has been targeted for reinvestment and renovation and the square creates a strong amenity, bringing value to that property. Currently views from upper floors of the hotel look out over the roof of the Baylake Bank building. For out-of-town visitors, this is a less than ideal view of what Green Bay's downtown has to offer. The square will create a scenic and memorable space not only for hotel guests to view but also to use, particularly on evenings and weekends when hotels are typically most active.

The western edge of the square is bounded by Washington Street and many first floor commercial uses, most notably the Children's Museum. These uses will activate the square during weekdays and even more so on weekends. As families visit the Children's Museum it is important to offer other nearby activities that invite them to stay downtown, explore what other things Green Bay's downtown has to offer, and perhaps to make a day out of the museum visit. Additionally, the square could incorporate additional outdoor learning activities or public art to complement the Children's Museum.

The southern edge of the square is created by extending Pine Street west to Washington Street. Pine Street has been identified as an important corridor that connects Whitney Park and the Navarino neighborhood to the east with the downtown core and amenities such as the Library. Currently Pine Street ends at Adams Street and is cut off from the Fox River by the Baylake Bank building, which is the last remaining remnant of the downtown mall. The Pine Street Square project would extend Pine Street all the way to the CityDeck and reinforce the importance of this corridor which connects so many important downtown amenities. Additionally, new angled on-street parking spaces could be created to provide short-term parking options for nearby retailers and to create a more pedestrian-friendly streetscape.

Extending Pine Street also creates a new development block to the south. This new city block becomes highly valuable with its proximity to the Cherry Street parking ramp, CityDeck and the new town square (see Figure 8: Town Square Perspective). Development on this block is envisioned as a 7-story mixed-use building that incorporates a 720 space in-structure parking ramp. Up to 33,000 square feet of first floor retail would line Pine and Washington Streets and incorporate storefront windows and street trees, reinforcing the pedestrian character of these two important streets. Upper floors would be occupied by up to 150,000 square feet of office space.

Concept Data

A NEW MIXED-USE DEVELOPMENT
- Seven-story, mixed use building with retail on the first floor, in-structure parking ramp, and upper story office space.

B PINE STREET EXTENSION
- Pine Street extended to Washington Street with angled, on-street parking on one side and specialty paving.

C NEW PUBLIC PLAZA / GREENSPACE
- Public plaza / greenspace with amenities

D MIXED-USE COMMERCIAL/OFFICE

The extension of Pine Street will be retail and pedestrian oriented, activating the new public greenspace.

Figure 7: Pine Street Extension - Town Square

Figure 8: Town Square Perspective (looking southwest from North Washington Street and City Deck Court)

Adams Street Lot
200 Block North Adams Street, Green Bay
RFP Response

August 24, 2018

Paul Belschner, President
Base Companies, LLC
Green Bay, WI

Filip Barsan, President
Barsan Construction, LLC
Green Bay, WI

August 24, 2018

Green Bay Area Department of Community and Economic Development
Attn: Ken Rovinski
100 North Jefferson Street, Room 608
Green Bay, WI 54301

Dear Ken and Selection Committee:

We are pleased to submit a proposal in response to your RFP (revised May 24, 2018) for re-development of the 200 Block N. Adams St. Our goal is to support the AuthentiCity initiative to revitalize Green Bay's downtown district by merging elements of Green Bay's current historical district with recent additions to the river front City Deck area. Our proposed project will bolster a vibrant commercial and residential district that demonstrates Green Bay's focus on the future.

We propose two high-rise buildings joined by an open, green courtyard that will add a bold, unique, and distinctive shape to the city's skyline. The ground level floors will house commercial space and upper level floors will meet market demands for apartments, condominiums and offices. Our proposed mixed-use development will provide a safe, healthy, well-connected site that complements existing venues while enhancing the beauty and vitality of the downtown district.

Barsan Construction brings fresh, contemporary perspectives while Base Companies has a long, established reputation of its commitment to the city's economic development. CD Smith Construction brings extensive experience in large-scale construction projects, including a downtown Green Bay partnership with Base Companies. Together, the groups will form a joint-venture to successfully launch and complete this project. We hope this project is the first of many revenue-producing, Class A developments that go beyond the expectations of the city's current and future leaders.

While Green Bay is the state's oldest city, we aim to build its reputation for being futuristic – a location that attracts people of all generations and entices entrepreneurs to live and work here. We are excited for the opportunity to put Green Bay on the fast track for being the premier city of Wisconsin.

Best Regards,

Paul Belschner, President
Base Companies, LLC

Sincerely,

Filip Barsan, President
Barsan Construction, LLC

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Development Team

Our team is comprised of Paul Belschner, Joash Smits and Karen Klevesahl of Base Companies LLC, Filip Barsan and Dr. Barbara Lee of Barsan Construction LLC, Michael Krolczyk, CD Smith Construction, Julia Thomas with Designs Of The Interior, and Mike Higgins of Elite Realty Partners from Keller Williams. With their respective co-workers, colleagues and subcontractors, they will plan, implement, oversee, and finalize all phases of the 200 Block North Adams Street initiative.

From left to right,
Base Companies LLC
CEO/President
Paul Belschner
VP of Operations and
Administration, and
Karen J. Klevesahl
Director of Development
Joash R. Smits
basecompaniesllc.com

Barsan Construction LLC

CEO/President

Filip Barsan

kw.com

barsanfoundation.org

C.D. Smith Construction
Executive Vice President
Michael L. Krolczyk
cdsmith.com

Marshfield Clinic Research Institute

Project advisor and Safety Professional

Federal Funding Recipient

Dr. Barbara Lee

marshfieldresearch.org

barsanfoundation.org

Designs Of The Interior

Interior Designer

Julia Thomas

dotigb.com

Elite Realty Partners, KW

Real Estate Specialist

Agent/Broker

Mike Higgins

kw.com

Concept Overview

Green Bay's downtown district will be energized with the addition of our proposed 200 Block Adams complex. Unique design and high-quality construction will be trademarks of this mixed-use development. The city's skyline will feature this sleek, dual building structure. An open courtyard with amenities for relaxing will join the two buildings of different heights. The higher rooftop will provide about 20 miles' visibility, including views of the Lambeau Field. The contemporary appearance and robust function of the buildings augment the Packers Heritage Trail Plaza at one corner and complement the elegant Northland Hotel at the opposite corner. The neighborhood will become a vibrant setting for visitors, residents, shoppers and workers.

Underground parking space (two levels) will be constructed before laying high-rise building foundations. Parking spaces are located around, under and within the two buildings. Approximately 300 parking spaces are expected. For the general public, there are 121 (21 above ground and 100 underground – with multiple electric charging stations and handicap spaces. Designated residential parking will include 183 spots; with multiple handicap spaces and electric charging stations. Both public and residential parking areas will provide space for bicycles and motorcycles. Specially designated space for taxi, Uber, Lyft pick-up/drop off is conveniently located near the residential lobby. An option for connecting with the city's Cherry Street parking lot will be considered.

The Phase I (west) building is 11 stories above ground, comprised of retail, office, and recreational space, as well as approximately 50 apartments including studio, one- and two-bedroom options. Retail space on the first floor is intended for occupation by small shops such as bakery, coffee/sandwich, dry cleaners, hairdressers, souvenir shop, and other vendors. A designated common space will offer free high-speed internet. A small fitness center may be included. Second and third floors will include parking space and a few offices for rent. A fourth-floor restaurant will include outdoor patio space. A swimming pool area for residents is being considered. This building also includes three open rooftop spaces for up to 8 residential units and the 11th floor may have a rooftop gathering space for all residential tenants.

The Phase II (east) building starts at the fifth floor and raises to 16 floors above ground. Floors five through 13 will include up to 64 one- and two- bedroom condominiums; and the top three floors will include 12 executive condominiums and 4 penthouse suites. Approximately half of the condominiums have outdoor access with decks.

Occupants of this new development will have affordable options for business and residence. Commercial space will be set at market price. Apartments offer a range of affordable rent prices depending on location and size. Condominiums will be set at different break points and first purchasers have options for personalized modifications.

Alignment with Strategy

This mixed-use high-rise development aligns with the Green Bay community and economic development goals of being safe, healthy, connected and appreciated.

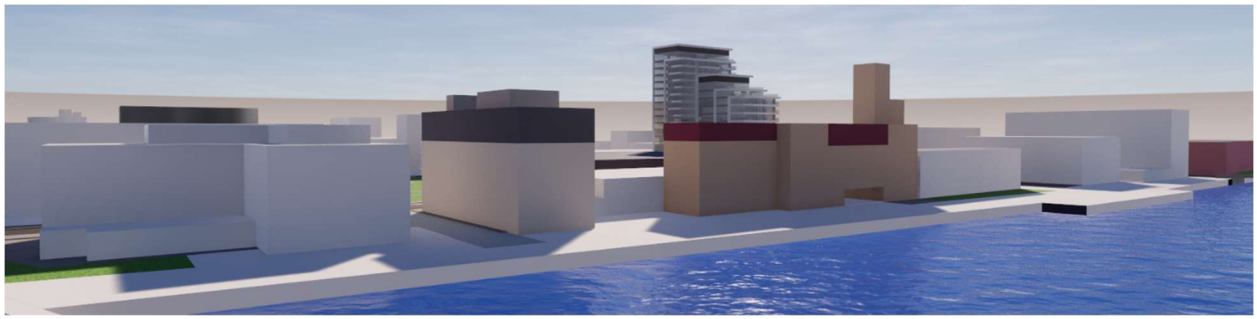
Safety of structures and the surrounding environment are of utmost importance. Given that this project is not rehabilitating old buildings, our safety plans focus on new construction that is held to the highest standards. CD Smith Construction, Inc. has a long-standing history of adhering to worker safety during the construction process; and ensuring their buildings exceed national and local building codes. Safety within the buildings will be monitored and upheld per a Management firm. Exterior safety, including building lighting toward streets, sidewalk maintenance, snow removal, etc. will be included in the management contracts. Where possible, heated sidewalks for eliminating snow and ice, will be considered. For office buildings, apartments and condominium locations, there is limited access in order to guarantee safety to residents and tenants.

The Packers Heritage Trail Plaza and surrounding courtyard (including water jets, benches, flower pots, artwork) are open to the public. Safety and security will be assured via a contract for security services and coordination with the city police department.

Transportation hazards are being addressed in several ways. Underground and above ground parking ramp (public and private) areas will be appropriately marked, spaced and monitored for safety and security. All parking areas will by supervised by 24-hour camera surveillance. An option to develop access above ground to the Cherry Street parking ramp will be considered. Street-side parking may be improved from its current status by extending curbs and allowing for angled parking. There may be at least two dedicated parking spots for Taxi/Uber/Lyft outside the condominium lobby entrance and the retail/restaurant entrance.

To enhance human-powered transportation, wider sidewalks will be factored into construction design. We envision that the open courtyard area will attract residents and tourists who are walking or traveling by bicycle. Seating benches will allow for resting and relaxing.

The contemporary design and mixed-use purposes of this development are expected to attract individuals with respect and appreciation for public safety and the city's police personnel. Thus, we hope to minimize any burden on the police department.



Healthy environments promote wellbeing for individuals and the community at large. Prior to the onset of construction, environmental testing will be conducted to ensure the area is free from physical contamination (soil, water). Our team has extensive and current experience in creating high-rise structures with state-of-the art technology. This project will comply with Leadership in Energy and Environmental Design (LEED) principles. Working with the architect of record, we will integrate concepts for creating healthy, highly efficient and cost-saving buildings.

Health and well-being of residents and tenants in our buildings will also be improved by minimizing nuisance noise from traffic and crowd events in the districts. Construction and design measures for internal spaces will conform to the newest options for sound barriers in relevant areas. At the same time, there are open air spaces on ground level and upper level courtyard, patios and decks will give individuals full access to watch and listen to off-site fireworks, music and urban sounds.

Connectedness with neighboring properties is an important aspect of our proposal. The nearby blocks are anchored by landmarks such as the Meyer theater, City Hall, City Deck/riverfront and the forthcoming FoxConn commercial space. A natural flow of human-powered traffic will occur as our residents and tenants also take advantage of other downtown amenities. The retail spaces in our Phase I structure will complement those of nearby retail options and establish the basis for future retail expansion in nearby buildings. Our apartments and condominiums are merely across the street from the river front and will generate more commerce and recreation with City Deck/riverfront region. Events can be easily accessed by local residents and business employees.

Working in collaboration with the Green Bay Public Works Department, our construction plans will strive to address the needs for public water, sewer, storm water, and utility using the latest technology and designs that will account for future growth of the downtown area.

Beauty and appreciation will be incorporated into the construction design and connecting spaces. Our fresh, robust and distinctive development will become a focal point for Green Bay's downtown district and will be a trend-setter for future growth and sustainability of the urban lifestyle that the younger generation is seeking. Exterior design of the two high-rises may feature lighting for special themes/events/holidays such as often displayed by landmark structures such as the Empire State Building. Any urban setting with such light displays is a source of pride and excitement for residents and visitors. Retail/commercial signage and artistic elements will be established by tenants and the metal overhang allows for frequent changing of flags, etc. reflecting holiday themes, city events, and commercial activities. In reference to the AuthentiCity plan (figure 7, lot C), there are many potential opportunities for engaging the community in one-day events and festivals when the public square/green space is finalized. We envision this area to be enjoyed and highly desired by individuals who want urban living with all the amenities that go with it. Upon reviewing our project plan, Chamber of Commerce president, Laurie Radke stated; "Wow! Green Bay could use a development like this. It would certainly attract young professionals!"

Design and Use

Building Use

Sq Ft	*Total*
Parking Garage, Trash	~146,935
Retail 1st Floor	~16,501
Office	~8,610
Office Green Space	~2,460
Restaurant	~4,954
Restaurant Patio/Balcony	~4,405
Tenant/Resident Common Space	~12,650
Tenant/Resident Pool/Green Space/Balcony 5th Floor	~11,775
Apartment Building	~55,280
Tenant Patio	~4,500
Condo Building	~103,060
Resident Patio	~1,860
Total	~372,990

View from the west/southwest as seen in *Figure 1a, Figure 2a, Figure 3a and Figure 4a*

Figure 1a

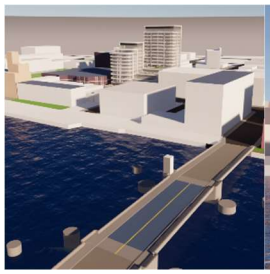


Figure 2a

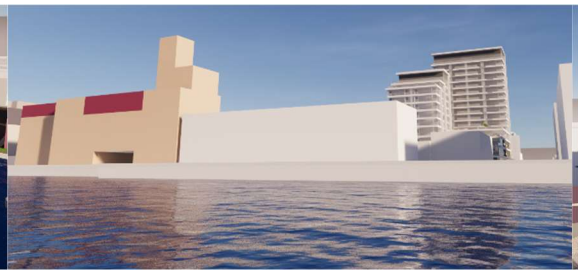


Figure 3a

Figure 4a

Figure 5a

The open space show in *Figure 5a* will be a public area with outdoor seating for cafes.

With advice from city leaders we will add art and recreation options into this space such as water jets (as seen below), water fountains, seating, and a small stage for special events.

Figure 6a

[redacted] would like to start a new restaurant in the space seen in the image above. (*Figure 6a*) (See letter of intent)

An example of how the view and restaurant would be.

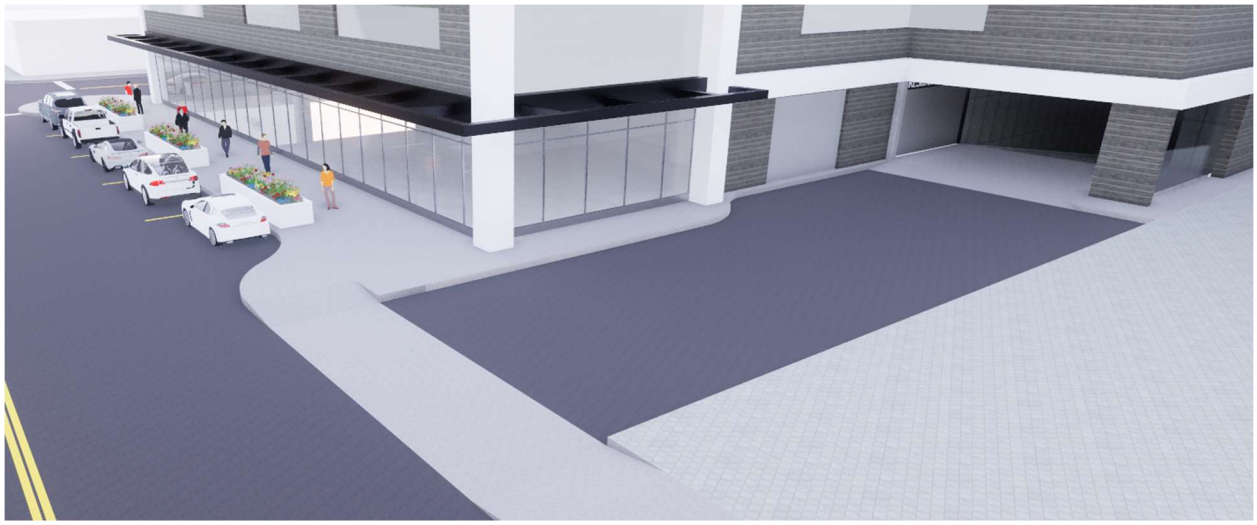
An optional bar area would complement the experience.

View from southwest.

The tenant/resident green area may feature a swimming pool along with a large patch of grass and big flower planters.

Seasonal swimming pool

The 4th floor balcony seen in the right image will be open only to residents and tenants.



Picture above shows Adams St (left) and the drive into the parking garage

Left image shows the private garage entrance to resident parking and entry to underground parking

Looking south

View from southeast

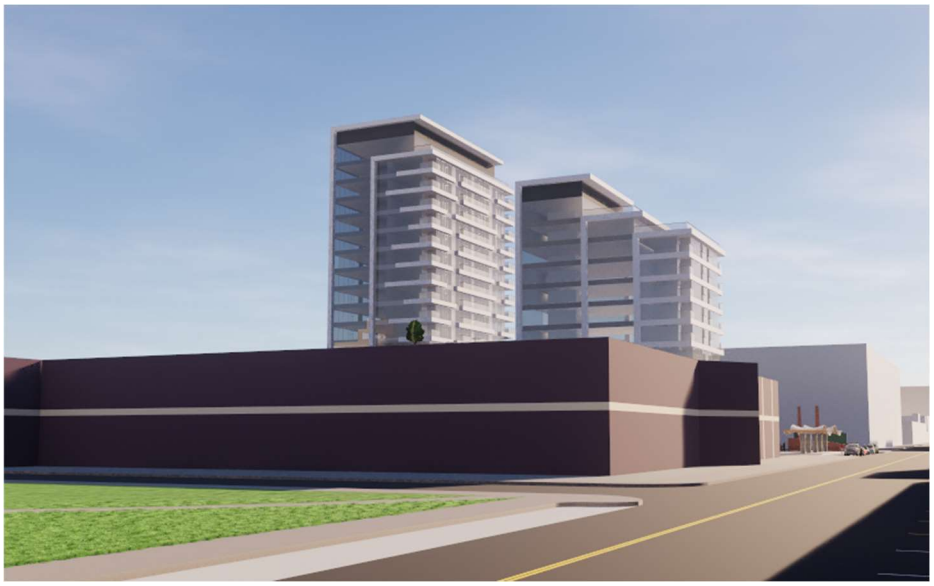
View from southeast

The contemporary overhanging metal beams will provide some shade and can also serve as support for seasonal lighting and decorations thus enhancing the city's liveliness and charming character.

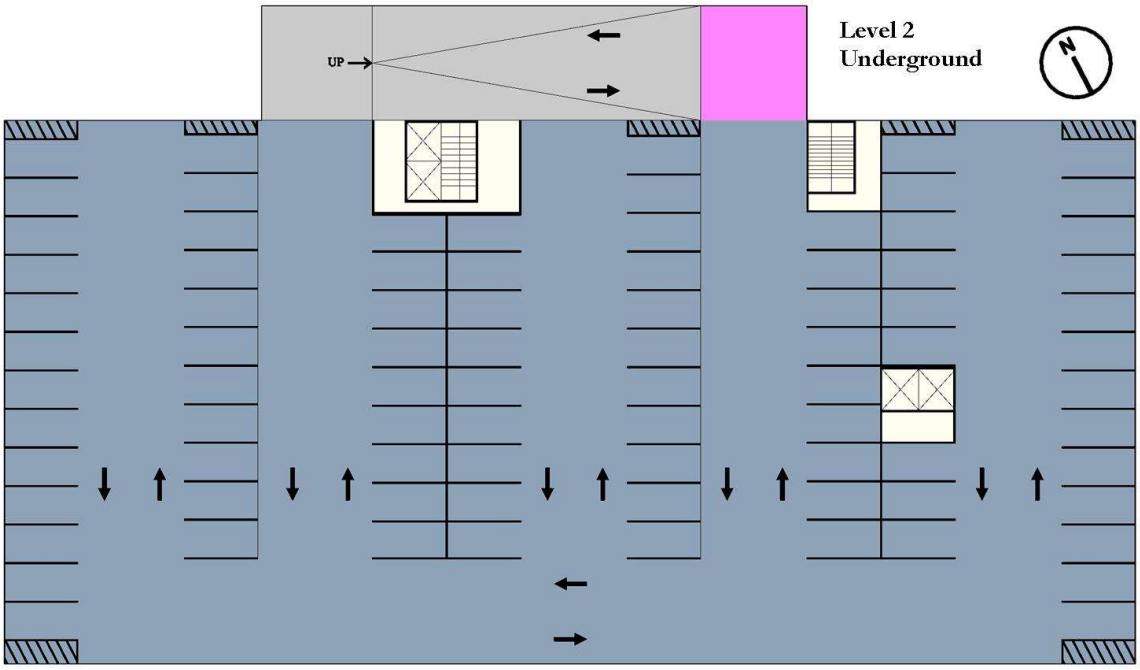
View from north

Views from N Adams/Schreiber lawn

Looking south from N Washington

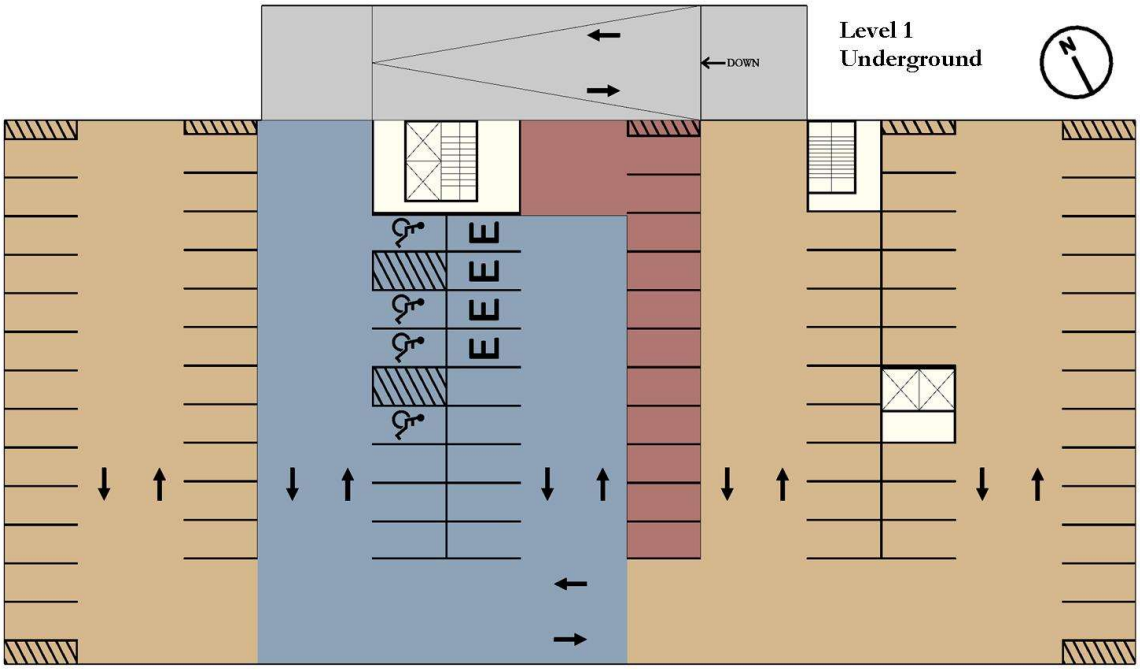


As seen from south/southwest



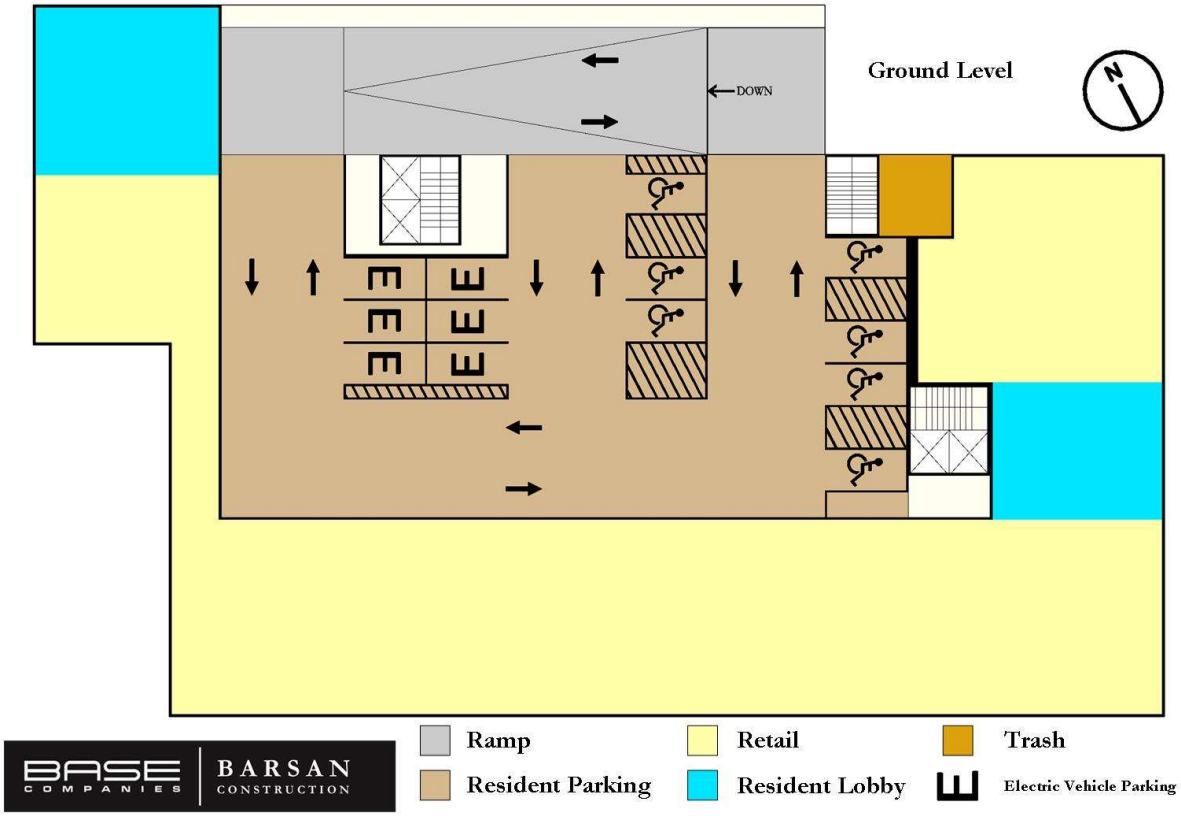
BASE COMPANIES | BARSAN CONSTRUCTION

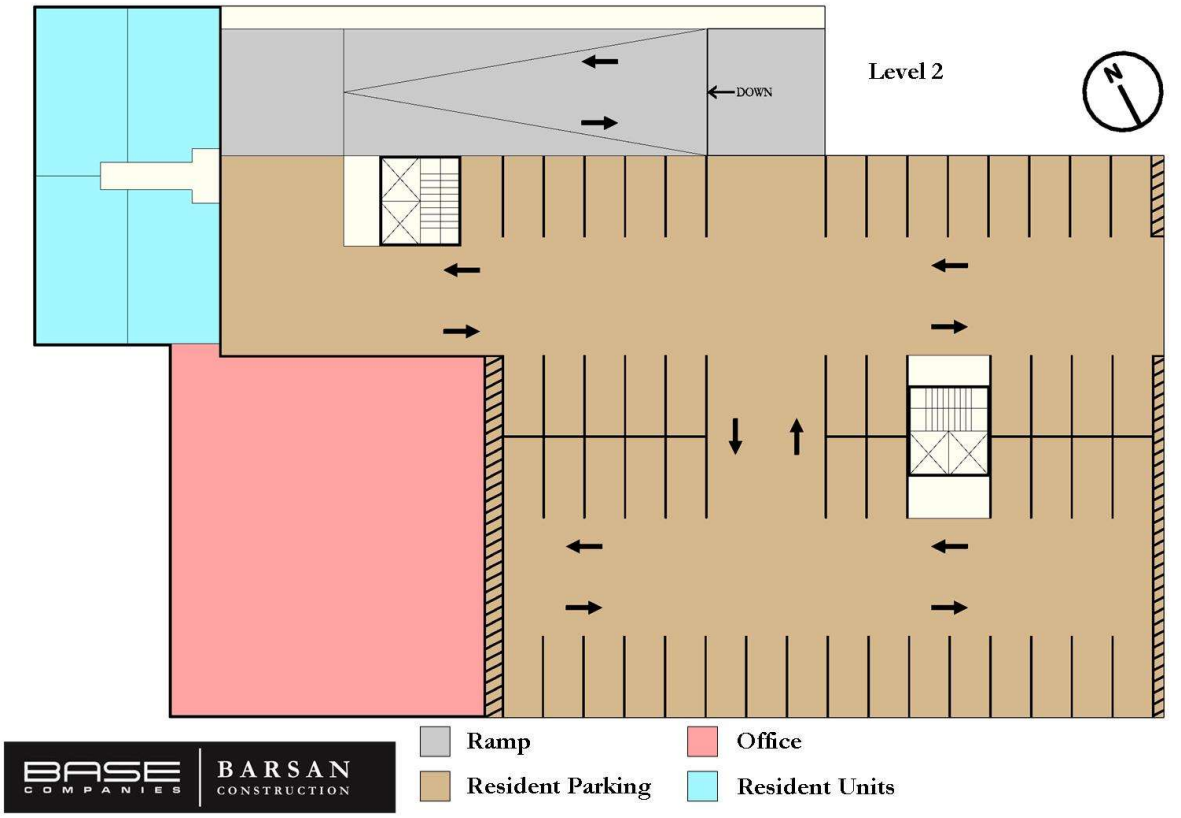
Ramp
Public Parking
Bicycle Storage/Parking

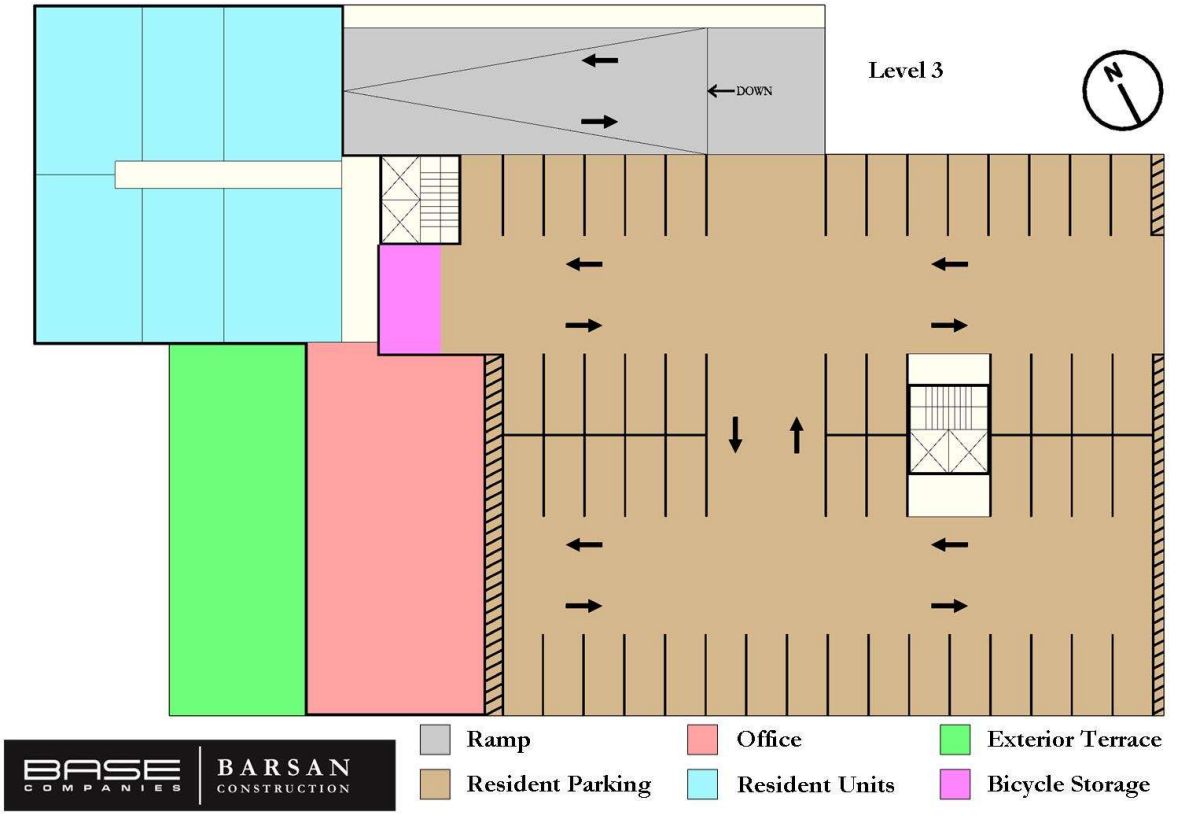


BASE COMPANIES | BARSAN CONSTRUCTION

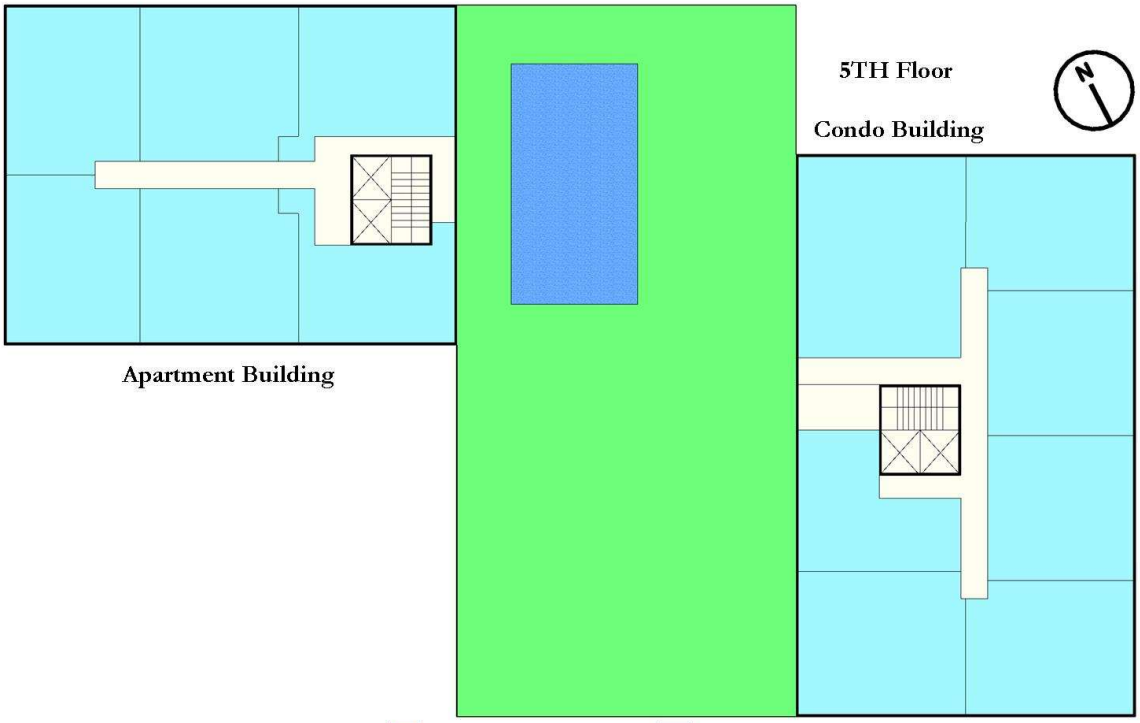
Ramp
Resident Parking
Public Parking
Office Parking
E Electric Vehicle Parking


Ground Level
DOWN
N
Ramp
Retail
Trash
Resident Parking
Resident Lobby
Electric Vehicle Parking
BASE COMPANIES
BARSAN CONSTRUCTION

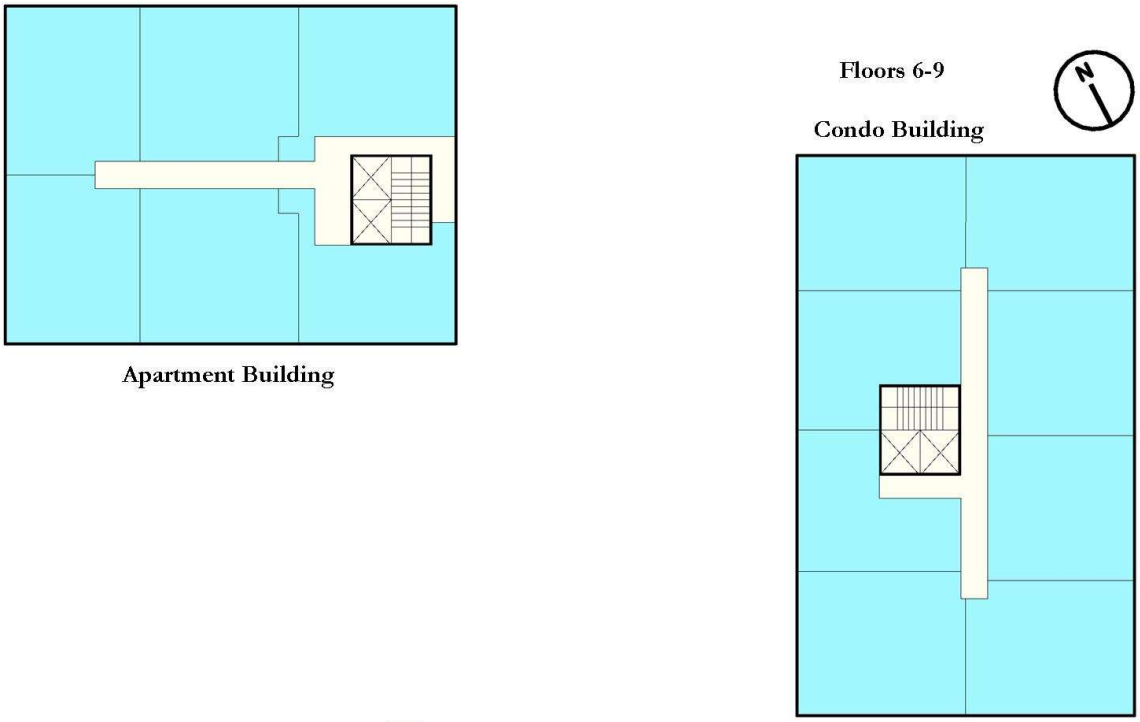

Level 2
DOWN
N
Ramp
Office
Resident Parking
Resident Units
BASE COMPANIES
BARSAN CONSTRUCTION


Level 3
DOWN
N
Ramp
Office
Exterior Terrace
Resident Parking
Resident Units
Bicycle Storage
BASE COMPANIES
BARSAN CONSTRUCTION

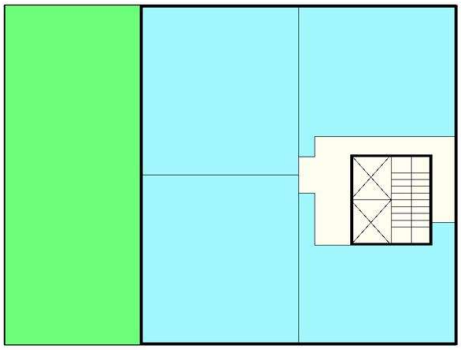
4TH Floor
N
Restaurant
Resident Common Space
Exterior Terrace
Resident Units
Pool Maintainance Room
BASE COMPANIES
BARSAN CONSTRUCTION



Swimming Pool
Resident Units
Exterior Terrace



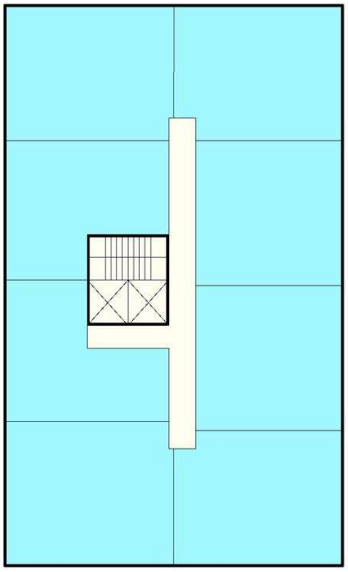
Resident Units



Apartment Building

10TH Floor

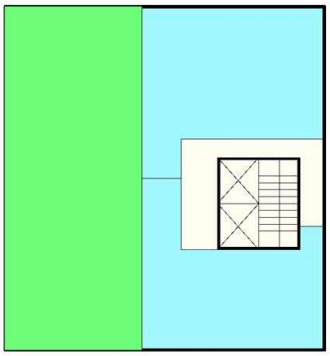
Condo Building



BASE COMPANIES | BARSAN CONSTRUCTION

Resident Units

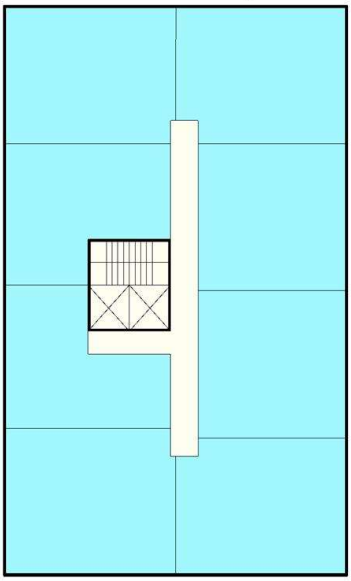
Exterior Terrace



Apartment Building

11TH Floor

Condo Building



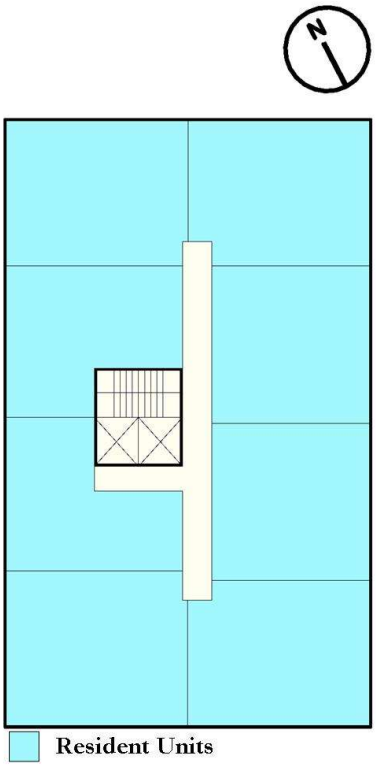
BASE COMPANIES | BARSAN CONSTRUCTION

Resident Units

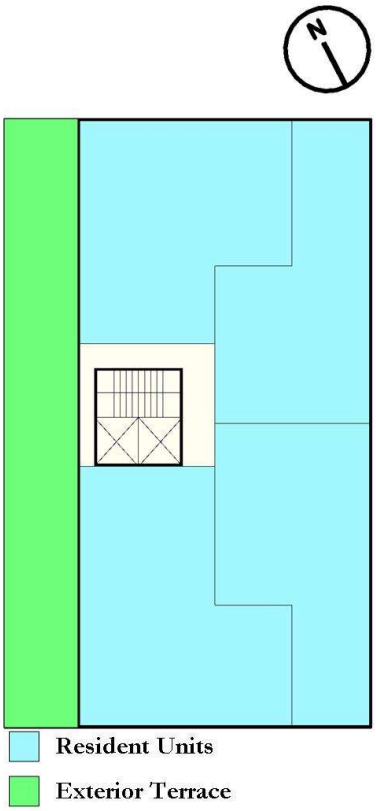
Exterior Terrace

Floors 12-15

Condo Building



BASE COMPANIES | BARSAN CONSTRUCTION



16TH Floor

Condo Building

BASE COMPANIES | BARSAN CONSTRUCTION

Long-range use of this mixed-use development project will be factored into key concepts for initial occupancy and overall design. Our goal is to develop a long-term relationship in which we can work together for ongoing re-development of the downtown region to achieve goals as outlined in the AuthentiCity planned recommendations of 2014.

By connecting retail, office and residential facilities, we are addressing the "live-work-play" healthy lifestyle recommendations that are embraced by the younger generation as well as seniors.

Parking

This development will have two levels of below ground parking as well as ground and above level parking options. Spaces will be designated for the public and there are dedicated spaces for residents of the apartments and condominiums. With guidance from city planners we will determine the anticipated number of total parking spaces that may be needed by the year 2030. We also want to anticipate the increased use of electric vehicles and will have a number of dedicated charging stations within the parking structure. Additionally, we are accounting for bicycles and motorcycles in parking lots.

Our high-rise buildings are located on the block adjacent to the city's Cherry Street parking lot. Upon advice and in collaboration with the city, we may consider creating a climate-controlled skywalk. At a minimum we will ensure safe walkways with pronounced signage to facilitate maximum parking lot usage. Public transportation and tourist bus parking will be arranged if deemed appropriate.

	Above Ground	Below Ground	Total
Public Parking	21	92	121
Resident Parking	117	54	172
Office Parking		11	11
		Total	304

Public Art

At least 1% of our budget will be dedicated to enhancing the public courtyard and nearby spaces with artistic features that blend with the Packers Heritage Trail Plaza and also complement the contemporary nature of these two new buildings. In addition to a sculptured water fountain, we are including seating areas, large-scale flower pots and a sun-shade overhang. We will work in unison with the Green Bay Public Arts Commission (GBPAC) to fulfill their mission of integrating arts and culture as an essential part of life in this area. Our partnership with GBPAC is already supporting their initiatives such the sculpture art and gallery displays within the Rail Yard Innovation District.

The internal building areas will feature contemporary, upbeat color themes, artwork and structures, aimed to please residents, tenants, and customers, thus, minimize turnover. Local interior and artistic design vendors will be utilized to accomplish this objective. (See letter of support/intent)

Market Analysis and Financing

The downtown district will greatly benefit from our proposed buildings. We have analyzed other apartment options to determine market values and likely occupancy rates. As noted in the chart below, the monthly rent of apartments will be somewhat higher than the complex that currently has the highest quality apartments. At the same time, we will have some small, studio-type options for affordable options for single dwellers.

Apartments	**401 N Washington St**	**335 N Washington St**	**115 E Walnut St**	***Subject*** **200 N Adams**
Rent Charged		Income Restricted		
Asking Rent High	$2,600	$1,400	$3,000	$3,800
Asking Rent Low	$890	$500	$795	$750
Occupancy	98%	100%	100%	
Location/Condition				
Yr. Built	2015	Before 2000	2016	2020
Stories	5	8	8	11
Units	76	64	107	~50
Distance to Subject	.25 Mile	.05 Mile	.03 Mile	
Unit Amenities				
Balcony/Patio	Yes	Yes	Yes	Yes
AC	Yes	Yes	Yes	Yes
Range	Yes	Yes	Yes	Yes
Refrigerator	Yes	Yes	Yes	Yes
Microwave	Yes	Yes	Yes	Yes
Dishwasher	Yes	Yes	Yes	Yes
Washer/Dryer	Yes	Yes	Yes	Yes
Sq Ft	612-1,012	500-1000	566-2000	600-1,500
Site Amenities				
Parking Fee	$50	Yes	$100	No
Extra Storage	$25	No	Yes	$25
Fitness Center	Yes	Yes	Yes	Yes
Common Conference RM	No	Yes	Yes	Yes
Common Clubhouse	No	Yes	Yes	Yes
Pool	No	No	No	Yes
Recreation Area/Terrace	Yes	Yes	Yes	Yes
Utilities (Included in Rent)				
Air Conditioning	No	No	No	No
Heat	No	No	No	No
Electric	No	No	No	No
Water/Sewer	Yes	Yes	Yes	Yes
Trash	Yes	Yes	Yes	Yes
Internet	Yes	Yes	Yes	Yes

Condominiums	118 S Washington St	101 Cherry St	*Subject* 200 N Adams
Sale			
Currently on Market	7	0	
With Accepted Offer	4	0	
Units Sold (Past 2 Yrs)	38	7	
Avg. DOM	89	72	
High Sale Price	$242,500	$445,000	
Low Sale Price	$82,100	$160,000	
Avg. Sale Price	$143,293	$277,214	
Units Expired (Past 2 Yrs)	3		
Avg. List Price	$188,266	$295,500	~$460,000
Low List price			$200,000
Location/Condition			
Yr. Built	1999	2005	2020
Stories	4	4	16
Units	133	20	~90
Condo Fee	$224-$448	$140-$350	~$500
Distance to Subject	.08 Mile	.01 Mile	
Unit Amenities			
Balcony/Patio	Yes	Yes	Yes
AC	Yes	Yes	Yes
Range	Yes	Yes	Yes
Refrigerator	Yes	Yes	Yes
Microwave	No	Yes	Yes
Dishwasher	Yes	Yes	Yes
Washer/Dryer	Yes	Yes	Yes
Sq Ft	720-2,060	~800-2400	800-2,000
Site Amenities			
Parking	Underground	Underground	Above Ground
Extra Storage	No	Yes	$25
Common Exercise Room	Yes	No	Yes
Common Conference RM	No	No	Yes
Common Game RM	Yes	No	Yes
Pool	No	No	Yes
Recreation Area/Terrace	Yes	Yes	Yes
Utilities (Included in Rent)			
Air Conditioning	No	No	No
Heat	No	No	No
Electric	No	No	No
Water/Sewer	Yes	Yes	Yes
Trash	Yes	Yes	Yes
Internet	Yes	Yes	Yes

Projected Budget

	Sq Ft	Cost	Unit	Total
BUILDING COST				
Retail (White Box)	16,500	137	SF	$ 2,260,500.00
Office	8,610	150	SF	$ 1,291,500.00
Office TI	8,610	62.5	SF	$ 538,125.00
Residential (Apartments)	55,280	195	SF	$ 10,779,600.00
Residential (Condo)	103,060	195	SF	$ 20,096,700.00
Green Space for Office and Restaurant	6,865	45	SF	$ 308,925.00
Green Space for Tenants/Residents	18,030	55	SF	$ 991,650.00
Resident/Tenant Common Space	15,680	160	SF	$ 2,508,800.00
Restaurant (White Box)	4,955	175	SF	$ 867,125.00
Restaurant TI	4,955	62.5	SF	$ 309,687.50
		Total		$ 39,952,612.50
SITE AND PARKING COST				
Below Grade Parking	166	35000	STALL	$ 5,810,000.00
Above Ground Parking	117	28500	STALL	$ 3,334,500.00
Sitework	Lump Sum			$ 800,000.00
Street Parking/New Improvements	Lump Sum			$ 150,000.00
Excavation	Lump Sum			$ 237,500.00
Earth Retention Sytstem	Lump Sum			$ 250,000.00
Storm Water Retention System	Lump Sum			$ 110,000.00
Site Utilities	Lump Sum			$ 75,000.00
Landscaping	Lump Sum			$ 40,000.00
Art	1.00%			$ 607,000.00
Barricades and Fencing				$ 30,000.00
		Total		$ 11,444,000.00
	Total Hard Construction			$ 51,396,612.50
SOFT COST				
Architectural & Engineering Fees	3.50%			$ 1,607,370.00
Material Testing	Lump Sum			$ 10,000.00
Permanent Financing Fees	1%			$ 535,729.00
Land Acqusition	Lump Sum			$ 759,480.00
FF&E and Appliances	140	4500	Unit	$ 630,000.00
Legal	Lump Sum			$ 55,000.00
Construction Interest	6%			$ 1,500,000.00
Development Fee	6%			$ 3,214,374.00
Developer Contingencies	Lump Sum			$ 1,000,000.00
		Total		$ 9,311,953.00
	Total Project Cost			$ 60,708,565.50

Total land cash offer is anticipated to be $759,480. Subject to development agreement terms and conditions.

Financing

Construction financing will be provided through C.D. Smith given that the contingencies (presales, prelease, etc.) between the developer and the contractor are met. Once presales have met the minimum requirement for permanent take out financing, Base Companies LLC and Barsan Construction LLC will acquire a pre-approval letter from a preferred lender. At this point C.D. Smith would start construction. Once both phases are complete, Base Companies LLC and Barsan Construction LLC will assume a permanent loan on the remainder of the building (apartments, retail, parking, office and such).

Refer to Figure 1b

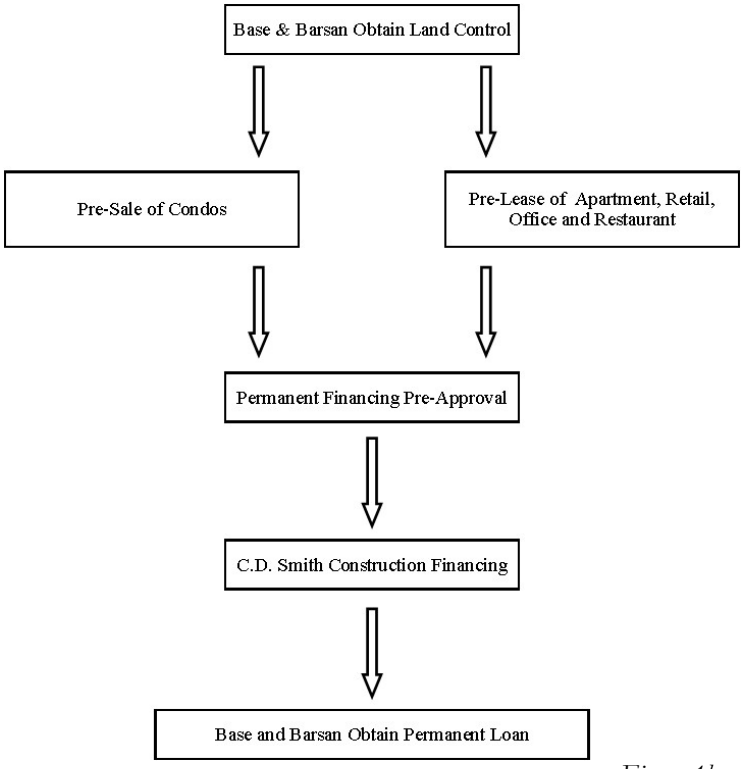


Figure 1b

Upfront TIF proceeds will be applied to public infrastructure and/or parking. Pay-go (pay as you go) proceeds will be used for ongoing maintenance and sustainability of the above-mentioned infrastructure investments. The amount of public funding requested within the development agreement will be similar, in nature, to other comparable downtown Green Bay redevelopments. I.e. 12-20% of project increment along with pay-go funding available subsequent to the city of Green Bay debt payment obligations related to upfront TIF funding. Application of such requested public funding will be mutually agreed upon between developer and the city of Green Bay.

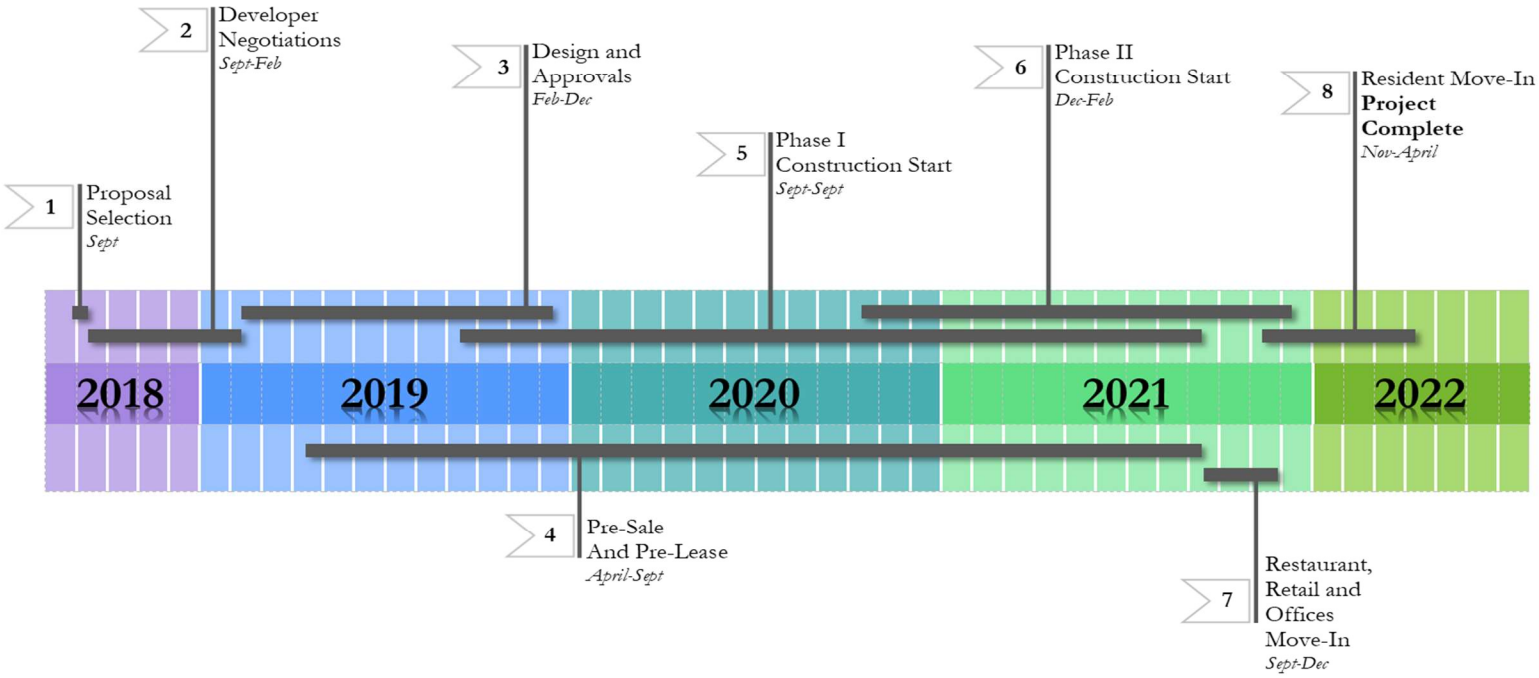
Tax Increment

Our expectation is $40-50 million assessed value based upon projected project proposal. Assuming a $22/per $1,000 property tax rate, total incremental taxes would range from $880,000 - $1,100,000.

Phasing/Timeline

The timeline and phasing of construction and its completion is expected to span a little more than three years. Once negotiations are completed and design and plans are approved, pre-sales/pre-lease of condos and apartments will need to be met to obtain permanent financing pre-approval. Afterwards, the initial construction of the underground parking lot will commence. From there, the Phase I building with commercial space, offices and apartments will begin. As this building is confirming tenants, the Phase II condominium building construction will begin. Phasing of the two buildings will allow time for ensuring client satisfaction with construction, compliance with all building expectations, and securement of sufficient funding to meet deadlines. If we encounter shorter negotiation stage, then the following phases may begin sooner thus providing an earlier completion date.

Conceptual Phasing/Timeline



Capacity and Experience

Paul Belschner, CPA, MBA, President/CEO

Paul has more than 20 years of experience in finance and business administration pertinent to the property development and construction management services provided at Base.

Paul holds a B.S. degree in accounting from the University of Wisconsin – Green Bay and a Masters of Business Administration from the University of Wisconsin – Oshkosh. As an auditor and tax preparation specialist in the public accounting field Paul gained tremendous knowledge of the development and construction industry as well as familiarity of business strategies implemented within the respective industries.

Providing the proper information, feedback and guidance needed to excel in all aspects of the business operations is a management passion of Paul's.

Paul keeps very active within the industry as well as with his family and charitable organizations, including:

- Spending time biking, camping, and traveling with his wife, son (age 16, and daughter (age 15)
- Member, Construction Financial Management Association (CFMA)
- Member, Financial Executives International (FEI)
- Member, NFL Alumni Association—Green Bay Chapter
- Member, Meyer Theatre Corp.—Capital Campaign Committee
- Active participant, Chamber of Commerce—CFO Roundtables
- Co-founder, treasurer, CASE (**C**onfidentially, **A**dvising, **S**upporting, and **E**ncouraging local business) Business Group
- National Conference Presenter and active member, Jack Miller Network, Promoting Redevelopment and Enhancing Municipal Relationships
- Board Member (Chairman) —Advance-Economic Development Division of The Green Bay Area Chamber of Commerce
- Board Member—Numerous Commercial Real Estate Condominiums
- Board Member—Boys and Girls Club of Green Bay
- Past President, Optimist Club of West Green Bay
- Board Member—Broadway BID-Business Improvement District Taxing Authority

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

DDL Holdings LLC —22 Acre Historic Renovation and Development

DETAILS

PROJECT: The Rail Yard Innovation District

CLIENT: DDL Holdings LLC

LOCATION: Downtown Green Bay

Development and Results

The Rail Yard Innovation District is a 22 acre historic redevelopment / development located the heart of Downtown Green Bay, Wisconsin. In a few short years it has become a well known destination attracting people to "Work. Live. Grow. Play. Dream." from throughout Wisconsin and the World. With even more great things to come! Visit and you just might stay!

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

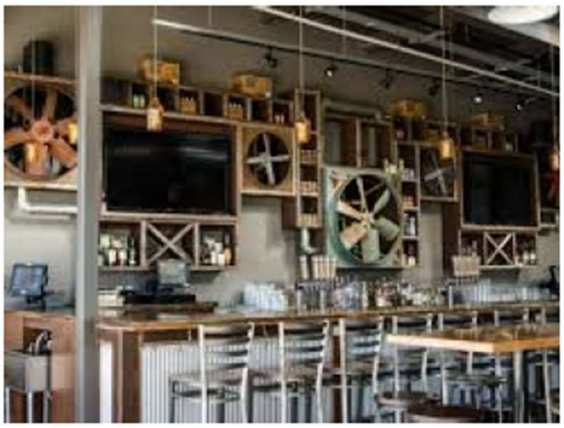
DDL Holdings LLC —22 Acre Historic Renovation and Development

DETAILS

PROJECT: Titletown Brewing Company -Tap Room and Roof Tap, Brewing and Bottling Facility.

CLIENT: DDL Holdings LLC

LOCATION: The Rail Yard Innovation District



Development and Results

Titletown Brewing Company, an established restaurant and brewery, is located in the heart of The Rail Yard Innovation District in Downtown Green Bay, Wisconsin. Titletown Brewing Company, already a part of the Innovation District, out grew their space at the historic Depot and needed to expand. They could have chosen to build elsewhere but were determined to stay put - and help ensure that the historic buildings in the 22 acre development were saved and restored to unbenounced beauty!

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

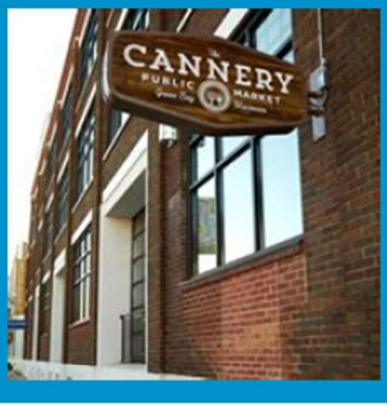
DDL Holdings LLC —22 Acre Historic Renovation and Development

DETAILS

PROJECT: The Cannery Market and Restaurant

CLIENT: DDL Holdings LLC

LOCATION: The Rail Yard Innovation District



The CANNERY PUBLIC MARKET Green Bay Wisconsin

Development and Results

The Cannery , a "farm-to-table" restaurant and market, is located in the heart of The Rail Yard Innovation District in Downtown Green Bay, Wisconsin. The owner, John Pagel, had a dream, a big dream··· We worked with John and his family and together made that dream came true! A truly remarkable place .

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

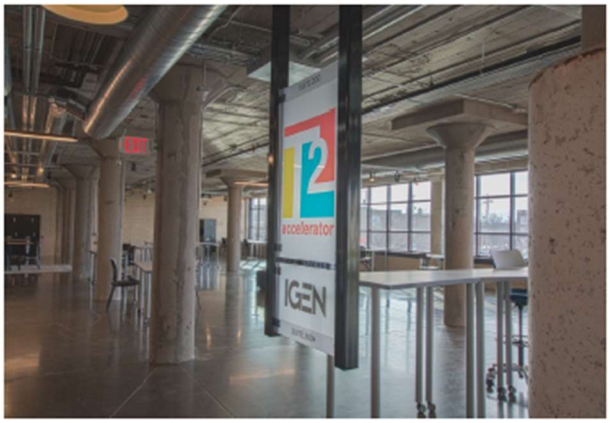
DDL Holdings LLC —22 Acre Historic Renovation and Development

DETAILS

PROJECT: T2 Accelerator

CLIENT: DDL Holdings LLC

LOCATION: The Rail Yard Innovation District



Development and Results

Located in downtown Green Bay, on the campus of the former Larsen Green, T2 Accelerator and The Railyard Innovation District stand as a testament to the next steps of the economy and our community. As the fiber hub of Green Bay, T2 has been called "the fastest internet in town." T2 also has the ability to re-sale dark fiber access to area businesses.

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

DDL Holdings LLC —22 Acre Historic Renovation and Development

DETAILS

PROJECT: Khrome

CLIENT: DDL Holdings LLC

LOCATION: The Rail Yard Innovation District

"At every business start, there are uncertainties. That's true whether you're launching a startup or leading a 'start-over' like I was. Yet there was one big decision was always a sure thing in my mind: I wanted my company to open its doors in The Rail Yard. The building's history, the aesthetics, the space, the downtown location, the vibe, the energy—it's all here and it's everything our agency brand represents. It's been the perfect fit for us in every way, and the perfect professional magnet for clients." --Jim Rivett, President/ Creative Director, KHROME

Development and Results

Khrome Agency not only chose Base and The Railyard Innovation District once - but twice! They were one of the first to settle in to the district as we began the development of 22 acres. They loved it, grew their business and when it came time to expand they worked with us again and located in the buildings right next door—just one street address away. A true testament of the success of the development and its continued growth!

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

Centennial Centre Marketplace, Hobart, Wisconsin

DETAILS

PROJECT: Centennial Centre Marketplace

LOCATION: Centennial Centre Marketplace, 560 Centennial Centre Blvd., Hobart, Wisconsin

MP DISTRICT

Development and Results

The residence of the Vilage of Hobart requested it··· and Base made it happen! The Marketplace District is an upscale commercial development and is home to Trout Creek Veterinary Center, Hobart Family Chiropractic and Reading Connections. A restaurant and barbershop soon to come—and much much more! As the saying goes, "Build it and they will come!"

basecompaniesllc.com

BASE COMPANIES

PROJECT PROFILE

Trout Creek Veterinary Center

DETAILS

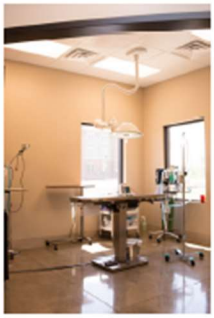
PROJECT: Trout Creek Veterinary Center

CLIENT: Dr. Tracy Kusik

LOCATION: Centennial Centre Marketplace,

560 Centennial Centre Blvd., Hobart, Wisconsin

TROUT CREEK
VETERINARY CENTER, LLC



BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

Hobart Family Chiropractic

DETAILS

PROJECT: Hobart Family Chiropractic

CLIENT: Dr. Marie-Andree Gelinas, DC, CACCP

LOCATION: Centennial Centre Marketplace, 560 Centennial Centre Blvd., Hobart, Wis-

hobart family CHIROPRACTIC

Development and Results

Dr. Marie, a native of Troir-Rivieres, Quebec, one of two original anchor businesses in the Centennial Centre Marketplace brought her successful Neenah practice to Cetennial Centre District where her business continues to grow and thrive! Dr. Marie is such a proponent of the District that she takes time to organize food truck rallies and family movie nights at the Centre and in the District. People come out in droves for these fun events!

basecompaniesllc.com

BASE COMPANIES
Grounded in Developing Communities

PROJECT PROFILE

Reading Connections

DETAILS

PROJECT: Reading Connections

CLIENT: Rick and Mary Bowers

LOCATION: Centennial Centre Marketplace,

560 Centennial Centre Blvd., Hobart, Wisconsin

READING CONNECTIONS INC.

Development and Results

The mission of Reading Connections Inc., a not-for-profit organization, is to bring literacy to individuals requiring unique research-driven instruction in reading, spelling and comprehension. The Bowers brought their business to Centennial Centre Marketplace in the fall of 2017 . The community and family based company founded in 1996 has experienced great success in their new found Marketplace home!

basecompaniesllc.com

BARSAN
CONSTRUCTION

Filip Barsan
CEO, President

Filip Barsan is President of Barsan Construction, licensed realtor and commercial broker with Keller Williams, Green Bay. He has nearly a decade of experience in construction and more recently expanded into commercial real estate development with a passion for creating high quality living and working spaces for people of all generations and backgrounds.

Filip has lived in Marshfield, WI and Seattle, WA before moving to Green Bay. His early work experiences included residential remodeling projects with his father and brothers at Barsan and Sons, LLC. In addition to remodeling projects, Barsan and Sons were the primary recommended contractor for over 10,000 residential units through one of the most successful property managemt firms in the state of Washington. Later Filip developed skills as a site superintendent, estimator, and financial manager at Optima Construction of Kirkland, WA, while honing his technical and management skills at Lake Washington Institute of Technology.

In 2016 Filip moved to Green Bay to pursue his dream of becoming a commercial real estate developer. He owns and operates an apartment complex with attention to the details that tenants and neighbors desire and expect. He is becoming well connected to the Green Bay area development community and other Wisconsin-based developers.

For work-life balance, he enjoys golfing, volunteering for community events, outdoor water and snow sports and the Green Bay Packers. Whenever possible, he spends time with his immediate and extended families in Washington and Wisconsin.

Originally from Romania, Filip became a naturalized U.S. citizen in 2017 and he strives to give back to his native homeland. He is the President and Founder of the Barsan Foundation, a not-for-profit (501(c)3) organization, dedicated to improving the wellbeing of families and children in Eastern Europe. Projects of the Barsan Foundation include providing food, fuel and education to impoverished families via trusted, established systems.

Filip is extremely motivated and persistent in pursuing positive outcomes. His vision for the future is a thriving and sustainable community for Green Bay, WI and its surrounding areas.

He is currently involved in numerous larger scale projects with local developers and municipalities.

C.D. SMITH CONSTRUCTION

08.27.2018

Paul Belschner
President and CEO
Base Companies LLC
340 N. Broadway
Suite 460
Green Bay, WI 54303

920.764.0832

RE: GREEN BAY MIXED-USE DEVELOPMENT

Dear Mr. Belschner:

On behalf of our entire team, we are extremely excited for the opportunity to be a part of your team and to be involved in such an exciting, high profile project in the City of Green Bay.

EXPERIENCE
C.D. Smith's experience in this area is extensive. We are currently completing large, complex mixed-use developments in Milwaukee, Madison and La Crosse. Projects include 7seventy7, the 34-story housing tower in downtown Milwaukee for Northwestern Mutual; Hill Farms, a 600,000 sf office building and 1,800 stall parking structure in Madison; and Belle Square, a 325,000 sf development featuring residential, office, retail and parking located on a city block in La Crosse, described in detail on the following page. It would be our pleasure to add a Green Bay mixed-use development project to our portfolio.

RELATIONSHIP APPROACH
Our philosophy is to create lasting relationships with each client and developer we are privileged to partner with. We create these relationships through trust, transparency and dedication to delivering the very best customer service. We will work collaboratively with your team in an "open-book" process to ensure the owner maintains control and in depth understanding of their project schedule and budget throughout all phases. This relationship approach is critically important during the preconstruction phase to ensure all risks are properly mitigated and that project cost and time management are prioritized.

If you have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Michael L. Krolczyk
Executive Vice President
920.948.2353 | mkrolczyk@cdsmith.com

C.D. SMITH CONSTRUCTION, INC.

PAGE 1 OF 2

BELLE SQUARE DEVELOPMENT

34-STORY MIXED-USE REAL ESTATE DEVELOPMENT

La Crosse, WI

SIZE
93 residences
110,000 SF office tower
30,000 SF retail space

COMPLETION
2018

VALUE
$50 million

ARCHITECT
The Kubala Washatko Architects (TKWA)

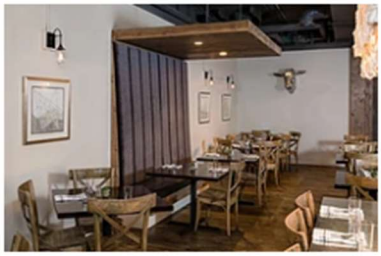
C.D. Smith Construction was selected as the construction manager and general contractor for the Belle Square project including The Residences at Bell Square housing component as well as the office, retail and parking components. The overall development has a construction cost of nearly $50 million.

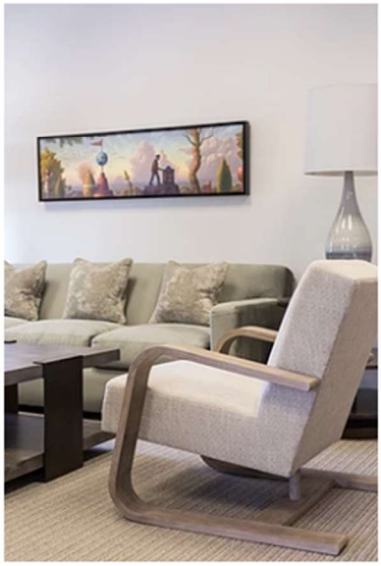
Belle Square is a dynamic complex integrating four main components: residential, office, retail, and parking in the center. The 93 upscale residences, 110,000-square-foot office tower, and 30,000 square feet of retail space contribute to the vitality of downtown La Crosse. A vibrant community unto itself, Belle Square draws pedestrians to its street-level green spaces, which include a pocket park. The development's overarching design philosophy is sustainability, with paramount importance placed on environmental responsibility and the efficient use of resources.

C.D. SMITH CONSTRUCTION, INC.

PAGE 2 OF 2

DESIGNS OF THE INTERIOR





WHEN YOU HIRE ONE OF US, YOU HIRE ALL OF US.

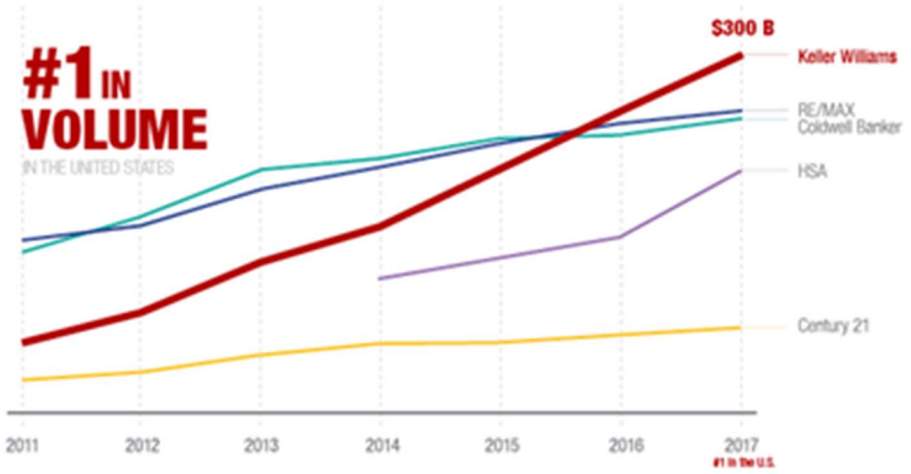
We're truly a team. Although one member of our team will take the lead in your project, we all contribute. We solve problems together, always looking for the solution. The perfect approach for your unique situation. This provides a significant benefit to you through the powerful combination of all our skills and experience. You're not hiring a designer, your hiring a design team.

It's your home. It's your office. It's your space. It's your life, not ours. Your space should fit your life, your style. We listen intently to what's important to you and then translate that into the perfect space for you and your life. Don't settle for a designer that applies one style to every project. Find a style that is completely unique—yours. If you're like most people, you know beauty when you see it, but you have no idea how to create it from nothing.

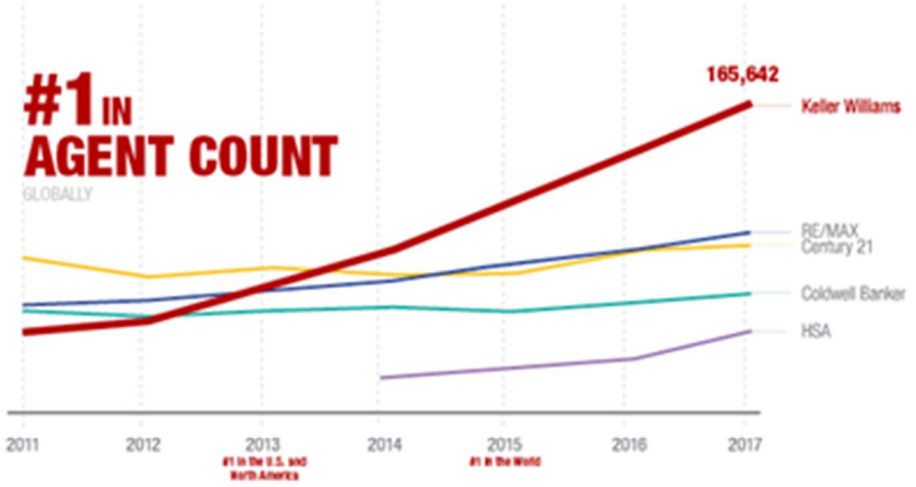
We understand the language of design-we speak it fluently. From colors to fabrics to furnishings to accessories, our experience and innate sense of design flow freely. Through hearing your goals, your dreams, your necessities, we come to understand who you are. It's this relationship that allows us to craft environments that fit your life…perfectly.

Designs of the Interior
201 North Broadway
Green Bay, WI, 54301
Phone: 920-437-3549
Fax: 920-437-3578
designs@dotigb.com

1 WE ARE
KW
We are ONE Family. We have ONE destiny.
We share ONE Thing ...
We are now the NUMBER ONE
real estate company in the United States!*
KELLER
WILLIAMS
REALTY
*Based upon publicly available agent count figures for the United States, as of February 6, 2013.



*Industry leader based on global agent count and U.S. closed volume and sales units. The data was compiled by Keller Williams Realty, Inc., from company websites, SEC filings, industry reports and other publicly available sources.



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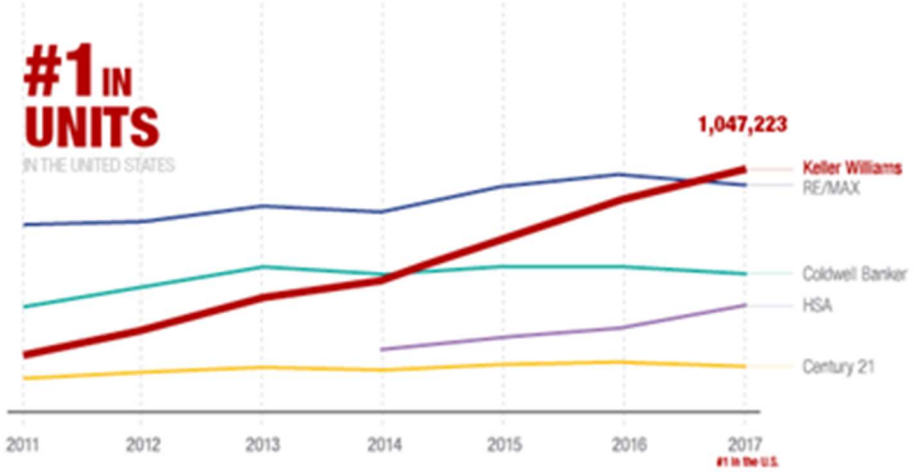


*Industry leader based on global agent count and U.S. closed volume and sales units. The data was compiled by Keller Williams Realty, Inc., from company websites, SEC filings, industry reports and other publicly available sources.

Capacity and Experience Summary

Collaborators in this joint-venture have an impressive array of experiences and the demonstrated capacity to plan, implement and complete the proposed development of the 200 North Adams Street project.

BASE Companies, LLC is well known to the City of Green Bay. Principles of Base Companies LLC have been active in the downtown real estate market for many years. Projects of significance would include the development of the Greater Green Bay Chamber of Commerce building, providing the Art Garage a permanent home, developing the Backstage at The Meyer, and various projects for Breakthrough Fuels. Most recently and most significantly, Base Companies LLC has taken the master developer role within the 22-acre Rail Yard Innovation District, providing a place for innovation and technology to thrive in downtown Green Bay.

Barsan Construction LLC CEO/President, Filip Barsan brings fresh ideas and the urban perspective, having lived ten+ years in Seattle, WA. His construction background combined with commercial real estate development ensure that his development concepts are well grounded.

CD Smith Construction needs no introduction. They are one of Wisconsin's top producing general contractors. Two of their leaders have served as President of the Wisconsin General Contractors Association. Their letter of intent provides a brief description of current projects and their website explains the long-standing history of notable achievements.

Barbara (Smith) Lee is a Senior Research Scientist in agricultural safety at Marshfield Clinic where she directs the National Farm Medicine Center. Her connection with this project is serving as an advisor. She was a sponsor of the Barsan family immigrating from Romania and a family member of CD Smith Construction. She serves on the Board of Directors of the Barsan Foundation. Her particular expertise is in securing federal and state grants to conduct meaningful projects that improve the health and well-being of children and their families.

Julia Thomas (through Designs of The Interiors) has show her passion and dedication to interior design on projects far beyond expectation. She will work with architects, the developers and condo buyers to assure highest satisfaction.

Mike Higgins will lead the residential real estate transactions. With his vast network and state of the art technology he will work diligently with the team throughout the pre-sale phase and further after.

Summary

The partnership of Base Companies and Barsan Construction of Green Bay teamed up with CD Smith Construction of Fond du Lac to propose a dual high-rise structure for the 200 North Adams Street lot. Our development proposal is highly responsive to the RFP and demonstrates characteristics of futuristic planning in support of the AuthentiCity initiative to revitalize Green Bay's downtown district.

Once the proposal is awarded and negotiations are complete, the project will be launched with construction of two levels of underground parking with another two levels above ground (total ~304 parking stalls). The first (west) building includes ground-level commercial spaces for small to medium size retail. Upper floors are designated for a restaurant, offices and apartments (studio, one- and two-bedrooms). An open courtyard at the fourth floor level will blend into the second building (east) that is dedicated to high-end condominiums. Financing for construction includes mixed sources that will sustain and secure the development process until it is complete. The total assessed value of the completed block development will be $40 - $55 million. Potential tax revenue, once fully occupied, could reach $880,000 - $1,100,000.

Our conversations with potential tenants and long-time Green Bay residents convince us that our proposed initiative will be an excellent and exciting addition to the downtown district. It will add a fresh, unique, and distinctive shape to the city's skyline, while providing living, working and recreating amenities that attract and retain young professionals. Long-term, the 200 Block North Adams Street development will be adjacent to the city's green space (public park) and, thus, enhance its popularity and occupancy.

Our team has the experience and foresight to complete this project with modifications as proposed by the city's leaders. We have incorporated safe, healthy, well-connected factors into our planning that complement existing venues while enhancing the beauty and vitality of the downtown district. Our vision is to contribute to the upscale, urban lifestyle that is capturing the hearts and desired lifestyles of people of all generations across the country.

Our proposed mixed-use development will bolster a vibrant commercial and residential district that will attract and retain young professionals and individuals of all generations seeking urban living and all its amenities.

Letters of Intent and/or Support

[redacted]

[redacted]
General Manager/Co-Owner
[redacted]

August, 19th 2018

Dear Filip,

This letter serves to demonstrate my support for your proposal in response to the Redevelopment Authority of the City of Green Bay's desire to enhance the downtown 200 Block of N. Adams Street. We appreciate your intentions to redevelop the downtown district to be more vibrant, contemporary and livable area with business opportunities. The preliminary plans for your mixed-use residential development are very impressive. Your vision for the city's future is strong.

I have a vested interest in your success. I have now been with [redacted] for 14 years and have built an extremely strong reputation for overall quality and service. [redacted] has since grown and opened 4 sister restaurants over the past couple of years, all of which are still in business and thriving. I have always had interest in opening a restaurant in downtown Green Bay so when you brought this idea to me, I was thrilled about the potential opportunity.

Given that the contingencies between the developer, city of Green Bay, and myself are met, I intend to open a new restaurant in this new development.

Good luck with this proposal. I would love to be the restaurant of choice for the residents in your development. Thank you again and I look forward to working with you soon!

Best Regards,

[redacted]

DESIGNS OF THE INTERIOR

August 24th, 2018

Paul Belschner
Base Companies, LLC
Green Bay, WI 54303

Filip Barsan, President
Barsan Construction, LLC
Green Bay, WI 54303

Dear Paul and Filip

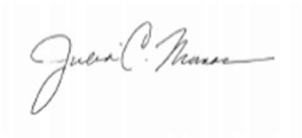
It is a pleasure to submit this letter of support for your proposal in response to the Redevelopment Authority of the City of Green Bay's desire to enhance the downtown 200 Block of N. Adams Street. I appreciate your intentions to redevelop the downtown district to be a more vibrant, contemporary and livable area with business opportunities. The preliminary plans for your mixed-use residential and office tower are impressive.

Your proposal describes the importance of adding public art and culture into the elements of your development.

For nearly 2 decades now, our design firm, Designs of the Interior, has been located in the downtown Broadway district. The recent growth and expansion of the downtown community has been energizing. At the same time, it is critical that future projects define the downtown area as innovative and forward thinking. Our expertise in spatial planning and reputation for cutting edge design, are well aligned with the high standards of this project.

Thank you for the potential opportunity to be a part of this important endeavor. Your vision for the city's future is strong, with the potential for attracting and retaining more young professionals. Like you, I am committed to a bright future for Green Bay's downtown district.

Best Regards,



Julia Thomas

Designs of the Interior

www.dotigb.com

Elite Realty Partners

Of Keller Williams

August 23, 2018

Filip Barsan, President, CEO
Barsan Construction, LLC
320 N. Broadway, Suite 340
Green Bay, WI 54303

Dear Filip

Thank you for your interest in working with the Elite Realty Partners. Consider this our official intent to support your proposal to enhance the downtown 200 Block of N. Adams Street. We are excited for your insight and desire to aid in redeveloping the downtown district to be a more desired and vibrant area in our community. Your vision, care, and intended development for our city is exactly why we are deciding to partner with you on this project. These plans are like none other the city has ever seen and we eagerly await the chance to bring the excitement to the Green Bay community.

Much of our interest for this project stems from the confidence that we have relationships and experience in key areas for this development. Notably our relationship with Keller Williams International. We are partnered with the largest real estate company in the United States which will allow us to leverage our local knowledge to over 170,000 agents across the world. That, coupled with our extensive local knowledge and local relationship is just one pillar for our success in this project.

We plan to use the latest technology (including virtual reality) during the pre sale phase to exceed the minimum sales quota suggested. Our extensive marketing plan will not only be conducted on a national level, but just as important, on a local level with key business relationships (included but not limited too, Aurora Baycare, On Broadway Inc., Prevea Health)

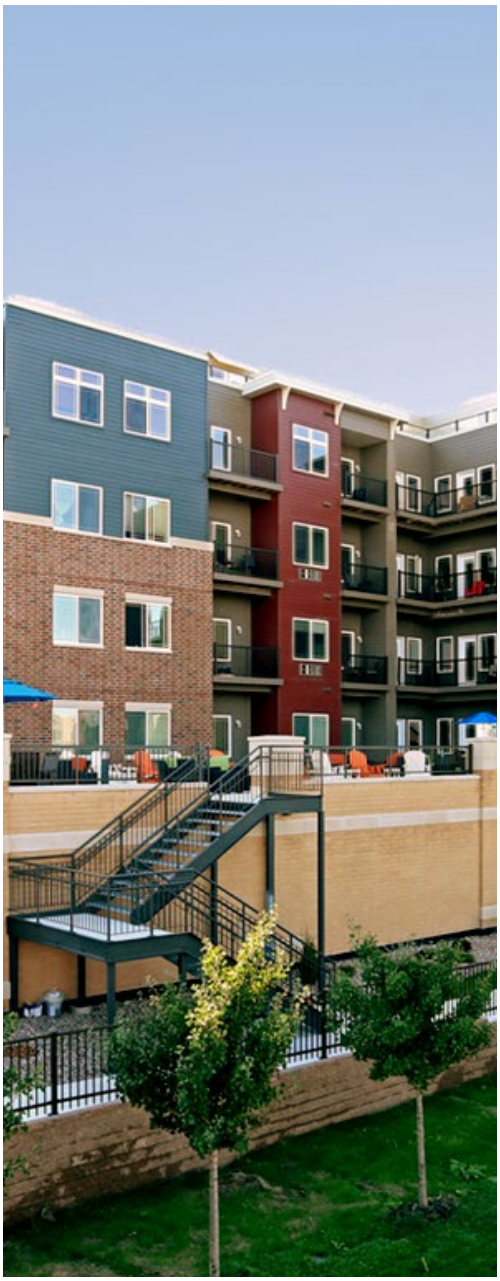
We wish you the best of luck with this proposal, and look forward to working together on this proposed project

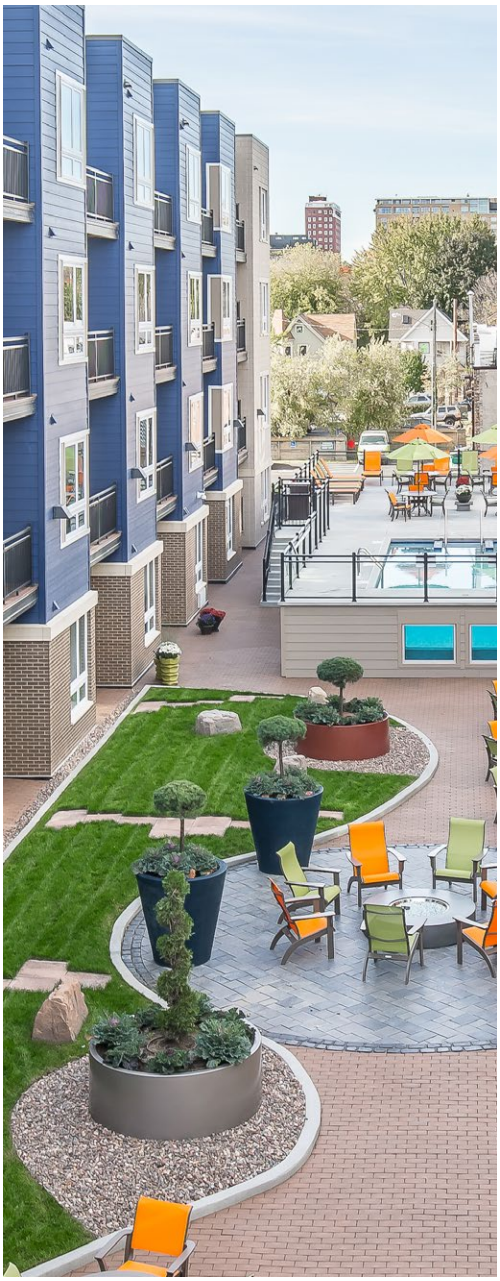
Best Regards,

Mike Higgins

ADAMS STREET PARKING LOT
200 BLOCK N. ADAMS STREET

AUGUST 24, 2018





T. Wall Enterprises LLC

Creating Places Where People Interact

August 24, 2018

City of Green Bay
Dept. of Community & Economic Development
Attn: Ken Rovinski
100 N. Jefferson St. Room 608
Green Bay, WI 54301

Dear Selection Committee;

T. Wall Enterprises, Mgt. LLC is pleased to provide the following response to your RFP for the 200 Block North Adams Street parking lot to provide a high-quality, multi-family development.

As you will see from our proposal, we are dedicated to providing a unique, liveable community that honors the integrity of the downtown area. The key factors that we wish to provide are as follows:

We will create a mixed-use development that provides an opportunity for economic growth in downtown Green Bay.
We propose to build a four to five story building that enhances the downtown area while maintaining the community integrity of the surrounding area.
This new community would also form the basis for a new 'town square' in downtown Green Bay that would host hundreds of activities and events each year playing off the success of and connected to CityDeck.

We understand the City of Green Bay wishes to create a successful development that will create a lasting positive impact on the downtown area. We believe that through our proposal we can provide a development that will generate economic growth in the downtown area and bring in millions of dollars in disposable income that will help support existing and new retail and restaurants. *This development will also be an asset to the community: a project that is both beautiful and iconic and one that residents of Green Bay will be proud of.*

CONCEPT SUMMARY

Our overall concept is to develop a beautiful and appropriately sized new community that is woven into the fabric of downtown rather than a freestanding building walled off by itself. We have studied the land and surrounding buildings and based upon the challenges of the site and adjacent buildings, we feel that the city really needs to execute on the plan to build the new central town square with a new residential community that is tied to that.

Therefore, as you can see in the attached conceptual plans we propose a 4 story building that is shaped like the top of a trident, with three legs facing north towards a new town square, with two interior courtyards between the three legs that open out into the town square. In this way the residents are encouraged to spill out into the town square and interact with it. (A 5th floor may be possible only on the leg along Washington Street above the retail, but more detailed studies will be needed to determine that.)

The Pine Street intersection with Adams and Washington will provide vehicular access points; one to an underground garage under the town square that provides the public parking that the city desires and the other providing access to the private underground garage under the residences.

Northland Avenue would be removed so as to maximize the size of the town square and connect it with the Schreiber Foods green space. (For large events, we assume that Schreiber would cooperate with allowing the use of their green space.)

Retail store fronts will be provided along Washington Street.

The other observation we have is that Cherry Street, with the tall parking ramp, could be turned into an asset by pulling our building away from the street somewhat so as to allow for both angle public street parking and a narrow green space in front of walk-out residential units. This design turns a negative into a positive.

The end of Adams Street would be the point where service vehicles and food vendors and artists and farmers market sellers would access the new town square.

The key to this development is to provide an iconic new building that fits in with downtown rather than a sore thumb that stands out by itself. By integrating the new building into the town square, we provide a ready built-in customer market to the vendors who would be at the events in the square.

The building would be approximately 250 units (with the exact unit count depending on the final layout and final unit mix), built in four phases (explained below), and 4 stories in height.

We could potentially add a 5th floor, but that would add significant cost since the building codes would require that the first floor then be constructed of concrete with steel reinforcement. Likewise, a 6 story building would require the entire structure to be built out of concrete, increasing the apartment unit cost by $75,000 per apartment, making the entire development

infeasible. Therefore, it is critically important to build a four-story building to maximize efficiencies without the added cost of going higher.

Separating the public parking from the private parking is also critical for easy operations (so the city can operate, construct and finance the new public parking with lower city interest rates and overall TIF.)

We believe this precisely designed development proposal is exactly what will be successful and bring more people downtown. Any smaller will cost more per unit and so will anything larger. Anything larger will require a second level of underground parking, which would add significant cost (probably $50,000 per parking space more in addition to losing 20% of the first level spaces due to ramping). Putting the private parking under the public parking under the building also adds significant cost. In fact, it may not even work given the likelihood of a high water table given the nearby river, which is why a single level of underground parking is what drives the overall size and number of apartment units.

Ours concept works. Anything different from this will have a far greater chance of failure and that is the last thing the city, or individuals within the city involved with this development, would want to happen. *We all want it to be a success.*

Sincerely,

T. WALL ENTERPRISES, LLC

Terrence R. Wall, President & CEO

T. Wall Enterprises LLC

Creating Places Where People Interact

Office Address: 1818 Parmenter Street, Middleton, WI 53562
Mailing Address: P.O. Box 620037, Middleton, WI 53562
Direct: 608-444-5552
Authorized Agent: Terrence R. Wall, President
Email: terrence@twallenterprises.com
Website: twallenterprises.com

COMPANY PROFILE

With 35 years of experience, T.Wall would be responsible for the overall development of this project, including: overseeing project financing, equity, planning, architecture, engineering, construction, delivery and turnover, and property management.

T.Wall Enterprises is a local real estate development company specializing in multi-family and commercial development in Wisconsin.

HISTORY

Terrence R. Wall began developing in 1989 (and real estate analysis, leasing, and marketing since 1979).

The T. Wall team has developed over 1,200 multi-family units, 61,000 sq. ft. of commercial space, and 45 office buildings.

Terrence has developed five retail centers including a Target, Verizon, Bed Bath & Beyond, and Ashley Furniture. T. Wall also has developed the largest office portfolio in the state, at 3.5 million square feet.

ALIGNMENT WITH STRATEGY

We understand (and have demonstrated our commitment with CityDeck Landing) that the City of Green Bay is looking for a developer who will create a new residential community that aligns with the greater downtown community and economic development strategy to generate innovative ideas, cultivate ideas into businesses, and retain and attract smart and skilled people in the following ways:

SAFE PROJECTS that build new structures using the latest codes and remove attractive nuisances and other problem properties. T. Wall Enterprises Mgt. LLC has a history of strong compliance with all codes and regulations, but with a creative and innovative flair that will solidify downtown as the place to be. Just as our CityDeck Landing development became the catalyst for additional new residential development downtown and is now a landmark in its own right, so too can our proposed new community in the heart of downtown.

In terms of removing attractive nuisances and problem properties, we propose that the city acquire the BayLake Bank building and tear it down. The removal of this building, which is becoming or is mostly vacant, will allow for a larger residential building and for the new town square. The Bay Lake Bank building presently acts almost like a Berlin Wall, blocking one-half of downtown from the other half. Our new development and the new town square will tie together both halves, along with CityDeck and the open space adjacent the Schreiber Foods buildings.

HEALTHY PROJECTS that re-mediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape and include high-performance design elements, mechanical systems, and finishes. T. Wall Enterprises Mgt. LLC has been awarded multiple times for our efforts towards sustainability and green development and has cleaned up numerous environmentally contaminated properties. Our design elements, as you can see in all our properties on our website, are designed to fit in with the surrounding buildings, not be a sore thumb that stands out.

As with our CityDeck Landing development, the design will be traditional with brick and stone and hardiplank (all sustainable materials), but with modern elements and of course, appropriate detailing. Unlike other developers, we invest more capital upfront since we intend to maintain long-term ownership, which is a critically important difference between us and others. We will invest in higher quality HVAC units with individualized programmable thermostats, solar panels to reduce grid-electrical use, higher quality appliances (not just stainless steel, but going the next level with glass flat top stoves) and higher quality cabinets, insulating all walls, solid core doors, higher quality

construction with thicker, padded and insulated flooring systems that no other developer in our area uses. And after opening, we are committed to maintaining the property at the highest level, including picking up litter surrounding our property, which will create a cleaner downtown overall.

CONNECTED PROJECTS that interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure, strengthen and/or expand pedestrian, bicycle, and transit transportation networks, and create and/or enhance public spaces and amenities.

We would like the Bay Lake Building to be removed and we would like the north half of the Bay Lake building lot to be developed as a town square for downtown Green Bay. Northland Avenue would remain in place, however the street would be closed during times when events are held. The idea being that a public town square on the north half of the Bay Lake building site, combined with the open space south of Schreiber Foods would form a larger open space for community events and activities. Our new residential community would overlook this new open space and enhance and activate it, not to mention by overlooking the space the residents of our community provide defacto built-in security for that new space.

The new building would use the existing city infrastructure of water, sewer, storm sewer, and roads, but we will also provide (as we always do) a secured, indoor bicycle storage room and outdoor bike racks too, as well as a bike wash facility. (We also provide a dog wash facility.) The other distinguishing feature are the walk-up units that we include, so that residents can walk straight out their units, which also activates the public streets.

LOVED PROJECTS that remove blighted and neglected structures, expand our range of residential and commercial real estate products, be designed and built to last, and provide options for converting the project to alternative uses. We believe that we can turn this parking lot into a beautiful residential building and incorporate street level commercial space that fits appropriately in the downtown area. Our materials are designed and built to last, and should last at least one hundred years. We hope to develop in phases with a project that allows for multiple amenities to benefit residents.

Speaking of walk-up units, these walk-up units are critical to the design for a downtown property. Yes, there will be some appropriate retail space (but minimizing this since leasing retail space downtown is extremely difficult and having vacant space is not a good thing for any property or for downtown), but on the streets without retail space, there will be walk-out units so that the building is not an enclave to itself, but rather is interwoven into the fabric of downtown. We want to make it as convenient as possible for our residents to walk out their homes to walk over and get coffee or lunch or dinner downtown. These walk-up units add an important element of pedestrian connectivity to the sidewalk and street, and allow more natural interaction between the building and the pedestrian experience at street level.

The scope of work, preliminary site plan and building footprint and parking and circulation are attached; by architect Joe Lee, an experienced multi-family architect. Massing diagrams or elevations are included. We envision a U-shaped building with a beautifully landscaped courtyard facing towards the town square. The courtyard would include outdoor seating, maybe a lounge pool (if there is room), grilling areas, fire pit, and other amenities. See the Veritas Village courtyard as an example. This will be the the place people want to live in order to walk out their door and enjoy all the downtown events.

Parking will be almost entirely underground. There may be a small amount of guest parking on the surface that may be part of the same parking for the retailers, which may be angled and accessed directly from the street, if the city will allow, which will increase available street parking, a key element for the success of retail. (The major challenge for the retail at CityDeck Landing is the lack of appropriate on-street parking other than a few token spaces.)

The property will include pedestrian circulation that connects right into the fabric of downtown; we don't want to separate ourselves off from downtown.

The occupancy of the community starts with constructing the building so that it opens in the beginning of the leasing season, February, rather than in the summer when half or more of the leasing season has expired. So, open in February, lease up through August, and be full by September 1.

The building will include studios, one-bedroom units, two-bedroom units, and possibly a few three-bedroom units. Given our experience in multi-family development, providing the appropriate mix for a neighborhood is key to success; get the mix wrong, and you'll have vacant units. Our experience

at CityDeck Landing gives us a leg up on what unit mix to provide, the sizes of the units, and the unit layouts along with the right amenity package and the right unit features (such as full-size in-unit laundry).

Our experience with CityDeck Landing demonstrates that the end users for this property will most likely have incomes in the range of $50,000 to $150,000. At City Deck Landing we have young working professionals, middle managers at local businesses, as well as top management, and also retired couples who have sold homes to move downtown. (The advantage as a city of empty-nester retired couples selling their homes and moving downtown is that that process also opens up single family homes for young people to occupy at the same time as capturing the retirees in downtown rather than seeing them move to Florida.) Our existing apartment communities typically have roughly 50% female and 50% male, with 50% under age 30 and 50% age 30 to 75. Typically 50% of residents have income above $60,000 and 25% have above $80,000.

CityDeck Landing also has higher management level residents from the large medical groups in town, the large banking groups, the Packers, and other important industries to Green Bay. That is important to understand because it is these higher incomes that are going to financially support downtown retailers, restaurants, and city events.

The city needs to increase the amount of disposable income downtown in order for downtown to continue its recovering. (Just like in the old days, when lots of people lived downtown and therefore shopped downtown, so too that is an important aspect to the success of downtown now. You'll note that downtowns started to fail when people moved out and left little to no disposable income downtown; then they started shopping in the suburbs where new retail was built to satisfy their new locational attributes.)

FORM

Architectural Character: Downtown is made up of traditional buildings with brick and stone exteriors (and some siding), materials that will last 100 years. Downtowns are traditionally comprised of many different buildings designed by different architects and built by different contractors. So too we have designed new developments in downtowns in exactly the same appearance; while being one building, the building appears as if it is really multiple small buildings, with different 'storefront' facades using different colors and materials. In this way, the elements of downtown architecture will be carried through into the design of the building. The retail storefronts

(even the residential units at street level) will look like individual buildings designed and built separately over many decades even though they will be part of the larger structure. To understand how this works, see our Middleton Center retail and residential development on our T. Wall Enterprises website. If the building is able to hold a fifth floor, we will step back that floor from the front facade so that the fifth floor is not visible from street level.

The most important aspect of downtown architecture is not to make the mistake of so many buildings in the 1970's where the design was modelled based upon 'modernism' and contemporary in nature, even trendy, because trendy won't last and will look out of date within one decade and modern buildings don't fit it. The all-glass and the mostly concrete buildings of the past are the ones that don't fit in today.

Articulation: We will design a building similar to our building called Middleton Center where each store front is unique, and on the residential units, there will be individualism also with different windows (i.e. a bay window in one unit but a different window in another unit) and different alternative materials and color treatments. In downtown Middleton we designed a facade using a variation of facades - different materials and different colors combined with differing heights on the facade. The Middleton building also overlooks a new town square that we recommended. As you can see on our web site photos, we broke up the exterior facade of Middleton Center into what looks like separate buildings, each individually built a hundred years before. We would propose to use the same idea here to create a structure that future residents and patrons of downtown will naturally assume has been there for a hundred years.

Alignment: As you can see, with the new town square in place of the Bay Lake building and the new community we propose, our proposal closely aligns with the city's plan and objectives. Plus, the size and height are appropriate for downtown and align with the city plans as well. We then enhance the city's plan by designing our building to have two courtyards that open out onto the city's town square so the two areas are connected and interact, rather than a 'box' or square design that closes off the residential development from the downtown and from the town square.

Building Materials: Our development will be designed and built to last because we use all sustainable materials that will last a hundred years or more. On the exterior we will feature mostly brick and stone accented with fiber cement board, as compared to other developers who may use smart siding or vinyl or aluminum siding. We also like to avoid using metal panels

because those don't fit in with downtown and they tend to become dented and discolored over time. Most importantly, we never use EIFS or stucco, which will streak, become discolored and will also crack and bubble within five years. All materials we use will last virtually indefinitely. The roof will be a flat roof since that is the style of most downtown buildings, and a flat roof will enable us to install solar panels as well.

Color: Will vary by facade and reflect the existing and desired context of downtown. See our Middleton Center photos on our web site. Likewise, look at CityDeck Landing and how the colors of the materials, in particular the brick, mimic or reflect other buildings in downtown.

Fenestration: The arrangement of the windows and doors will vary, just like other buildings and storefronts in downtown vary. There will be no exterior reflective glass, which is particularly important for the retail store fronts; customers need to see inside to be attracted inside. The exterior will be mostly brick and stone as mentioned above, but the window and door treatments on the first floor will vary, while there will be similarity above, the mullions will be appropriate for downtown.

Modulation: The overall building massing will be broken down into Parts by:

- Undulating the building profile varying parapet heights.
- Using architectural elements (balconies, punched openings, storefront arcades, etc.).
- Establishing a palate of building material (brick, cast stone accents, composite panel, etc.) that will blend with the downtown's traditional aesthetic.

Overall, the goal is to both use the principles of composition in order to create a unique end-result that recognizes its context.

Height: The building will be either four or five stories in height, depending on how much parking we can fit under the building and courtyard. The height of the floors will typically be 11 feet, which is one foot higher than all other developers. We insist that the interior have that extra one foot of height to give a feeling of home, with wide hallways (six feet) and other condominium-like qualities. The first floor, however, will be taller at 16 feet, due to the need for commercial tenants (retailers) to have added interior height.

PARKING

We will provide enough parking spaces to provide a 1:1 parking ratio for our customers, plus some guest parking. It is critically important to understand that providing just enough parking; not too little nor too much is key to success. Too much parking stresses the financials of the project with too much cost and creates a lack of demand, whereas just the right amount means that the residents are anxious to lease the parking rather than take a chance that they won't get a space. We may also be able to provide additional parking for the public, however, the city will have to pay for the cost of that construction, including soft costs and hard costs, most likely through a parking utility so that a fee can be charged.

PUBLIC ART

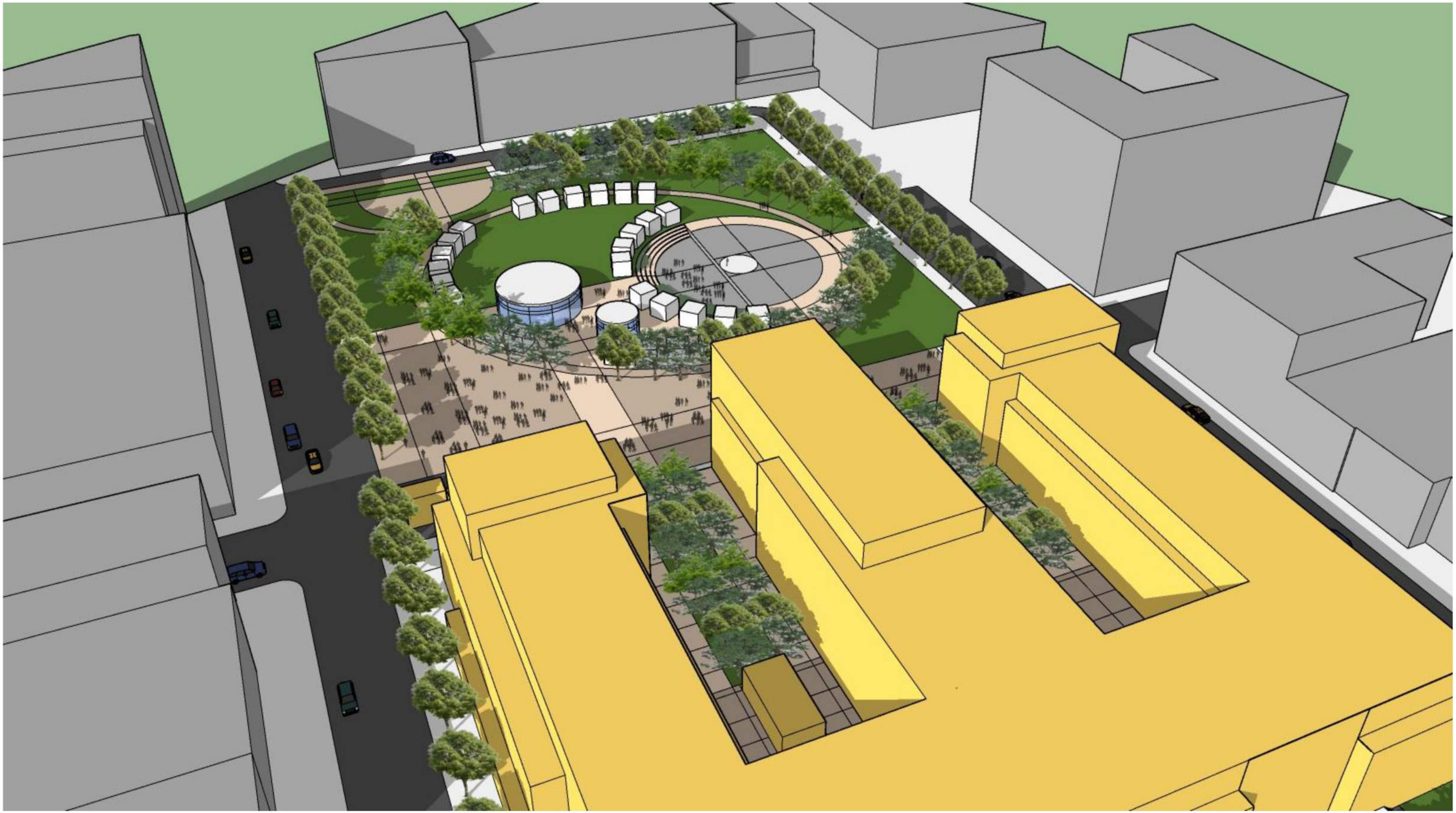
Unlike all developers, we are well known for purchasing and displaying art throughout the interior and exterior of our developments. We have purchased and display sculptures as well, so we support the idea of art at the property as required.

JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT

VIEW FROM NORTHEAST

AUGUST 24, 2018
1"=100' @ 11x17

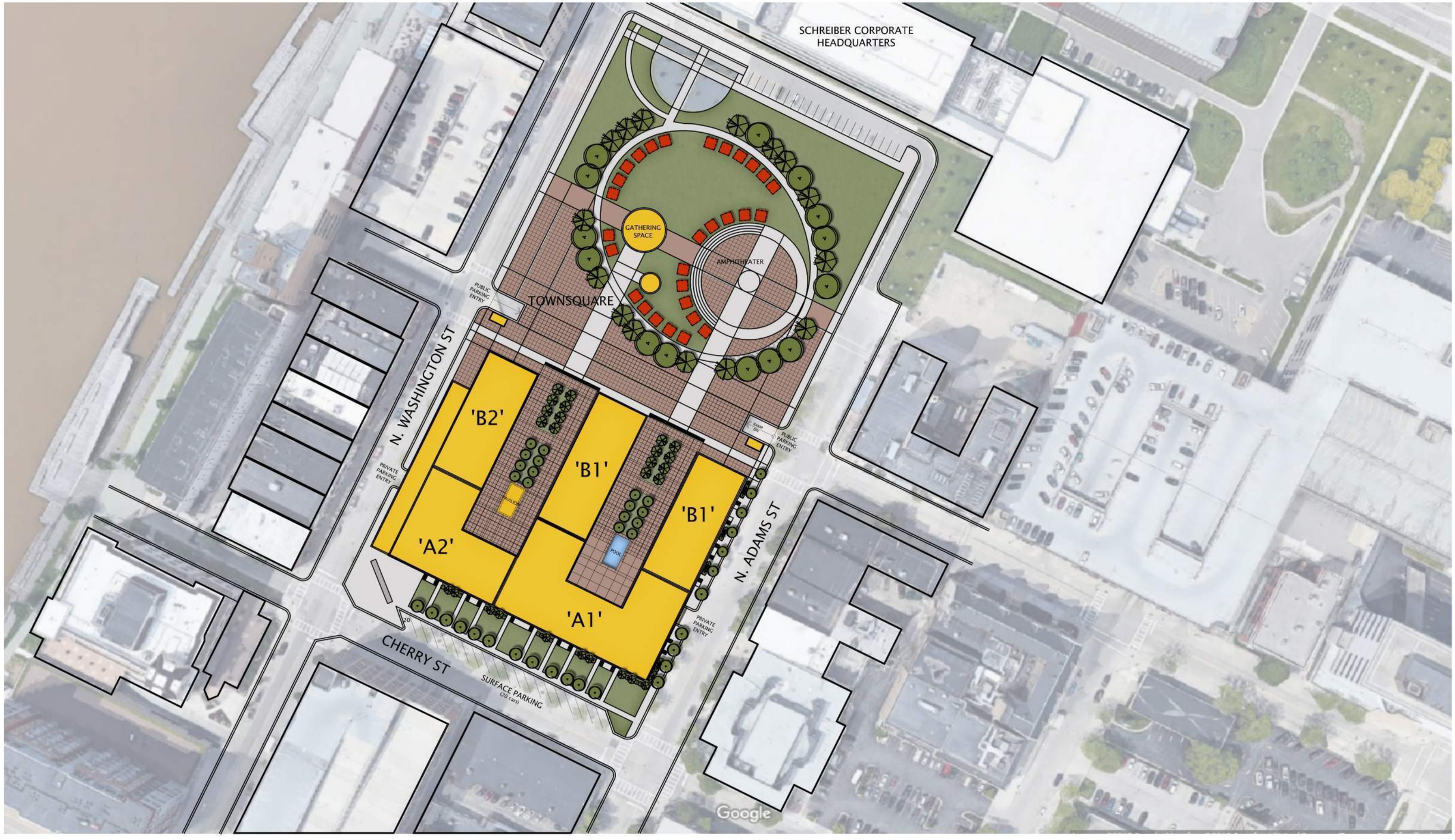


JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT

VIEW FROM SOUTHWEST

AUGUST 24, 2018
1"=100' @ 11x17



JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT– PHASES A1, A2, B1 & B2

CONCEPTUAL MASTERPLAN– SITE PLAN

AUGUST 24, 2018
1"=100' @ 11x17

JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT– PHASES A1 A2, B1& B2

CONCEPTUAL MASTERPLAN–FIRST LEVEL BUILDING PLAN

AUGUST 24, 2018

1"=40' @ 11x17

JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT- PHASES A1 A2, B1& B2

CONCEPTUAL MASTERPLAN- BUILDING PLAN- LEVELS 2-4

AUGUST 24, 2018

1"=40' @ 11x17

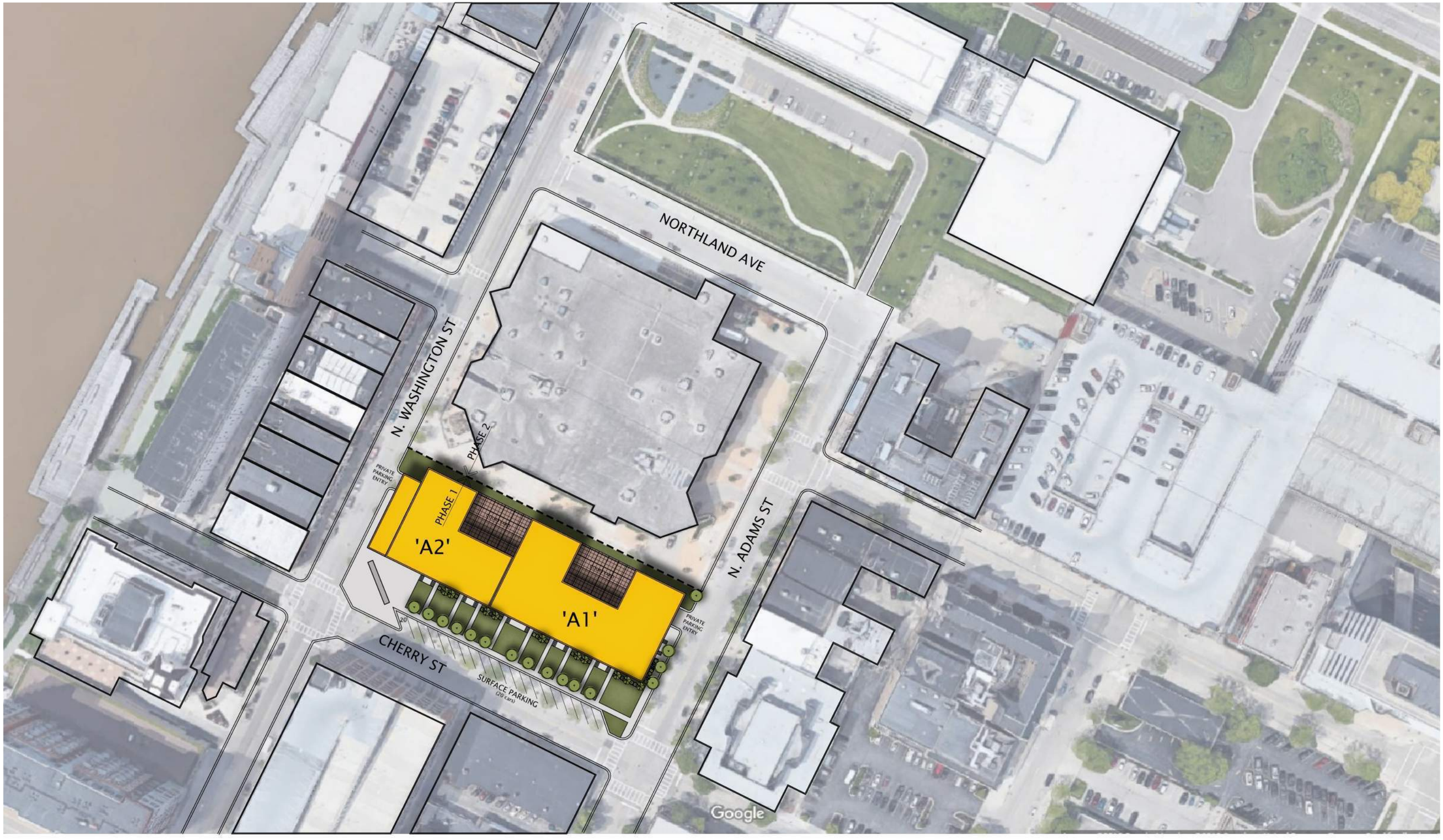
JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT– PHASES A1 A2, B1& B2

CONCEPTUAL MASTERPLAN– LOWER LEVEL PARKING PLAN

AUGUST 24, 2018

1"=80' @ 11x17



JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT– PHASES A1 & A2

CONCEPTUAL MASTERPLAN– SITE PLAN

AUGUST 24, 2018
1"=100' @ 11x17

JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT– PHASES A1 & A2

CONCEPTUAL MASTERPLAN– FIRST LEVEL BUILDING PLAN

AUGUST 24, 2018

1"=30' @ 11x17

RETAIL

RESIDENTIAL/LEASABLE

PARKING/SERVICE AREAS

COMMON AREAS/CIRCULATION

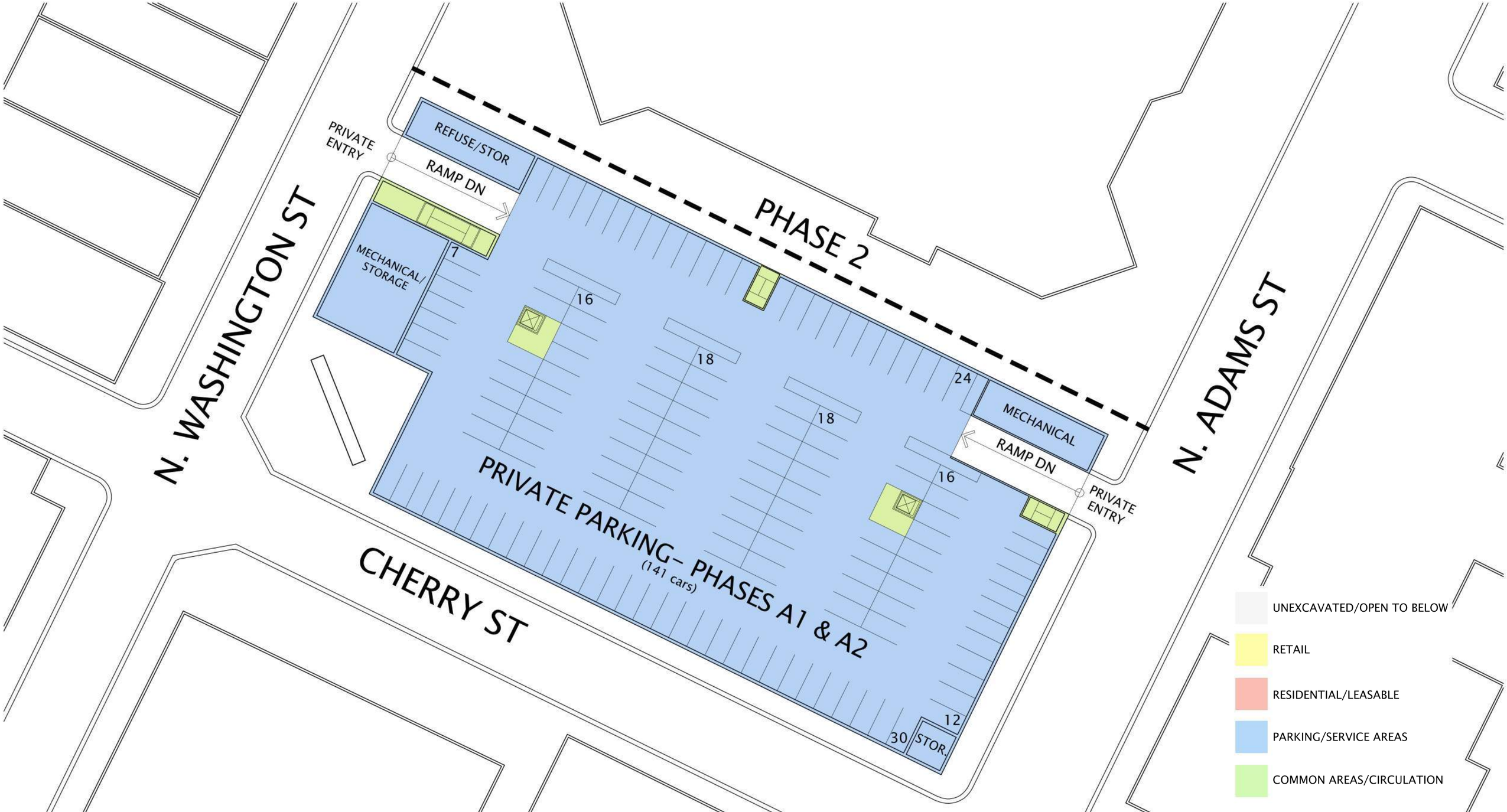
JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT- PHASES A1& A2

CONCEPTUAL MASTERPLAN- BUILDING PLAN- LEVELS 2-4

AUGUST 24, 2018

1"=30' @ 11x17



JLA ARCHITECTS

ADAMS STREET REDEVELOPMENT- PHASES A1 & A2

CONCEPTUAL MASTERPLAN- LOWER LEVEL PARKING PLAN PLAN

AUGUST 24, 2018

1"= 40' @ 11x17

MASTERPLAN DATA

BLDG.	BUILDING USE	BUILDING LEVELS	RESIDENTIAL UNITS							PARKING PROVIDED			
			ST.	1BR	1BR+	2BR	3BR	TOTAL	BEDS	COVERED	SURFACE	TOTAL	RATIO
PHASE 1													
A1	RETAIL	1	3,500 SF							0	12	12	3.43 / 1K
A1	APARTMENTS	1-4	17	33	0	11	7	68	93	89	*4	93	1.00 / BR
A2	APARTMENTS	1-4	16	25	0	3	3	47	56	52	*4	56	1.00 / BR
A1	CLUB /FITNESS	1	2,600 SF							0	0	0	
		SUB TOTALS	33	58	0	14	10	115	149	141	20	161	1.23 / U
			28.7%	50.4%	0%	12.2%	08.7%						
PHASE 2													
B1	APARTMENTS	1-4	8	41	0	17	7	73	104	78	**12	90	****0.87 / BR
B2	RETAIL	1	6,000 SF							0	0	0	***0.00 / 1K
B2	APARTMENTS	1-4	9	13	0	10	3	35	51	*****60	0	60	1.18 / BR
		SUB TOTALS	17	54	0	27	10	108	155	138	**12	150	1.28 / U
			9.0%	60.3%	0%	20.7%	10.0%						
		GRAND TOTALS	47	118	0	39	18	222	297	279	20	317	1.26 / U
			21.2%	55.2%	0%	17.6%	8.0%						

*NOTE: (4) SURFACE CAR SPACES ARE CAPTURED FOR RESIDENTIAL CARS FROM THE PHASE 1 (20) SURFACE CAR SPACES AVAILABLE FOR RETAIL

**NOTE: (12) SURFACE CAR SPACES ARE CAPTURED FOR RESIDENTIAL CARS FROM THE PHASE 1 (20) SURFACE CAR SPACES AVAILABLE FOR RETAIL AND (14) CAR SPACES FROM THE COVERED TOWNSQUARE PARKING

***NOTE: PARKING FOR PHASE 2 RETAIL WOULD USE THE PROPOSED COVERED PARKING @ THE TOWNSQUARE

****NOTE: (14) ADDITIONAL RESIDENTIAL CAR SPACES COULD BE OBTAINED FROM THE TOWNSQUARE COVERED PARKING

*****NOTE: A SURPLUS OF (9) RESIDENTIAL CAR SPACES COULD BE USED BY PHASE B1 RESIDENTS

First, the development will, of course, require TIF. As we anticipated with the development of CityDeck Landing, there is a significant gap in rents in the marketplace versus rents needed to support a new development downtown which has a significant number of unique challenges not found in a green field site. This includes: shoring, hundreds of pilings, building a 'bathtub' to prevent groundwater and river water from flooding the site (both while under construction as well as during on-going operations), over 1,000 pilings running typically 100 feet deep, the usual surprises of buried structures and/or debris, just-in-time delivery of materials, off site storage of materials, off-site parking for construction workers, and dozens of other unique challenges.

Other developers are not used to these challenges and don't plan for them as we all witnessed with the construction of the other apartment building downtown when their site flooded with water. These challenges require TIF to help offset those additional extraordinary costs.

Second, this gap creates a problem with obtaining high enough appraised values for the intended development. Without high enough appraised values, there won't be any development,that's why TIF is required. But understanding this appraised value issue is critically important as it is the key to everything. Unlike other developers, we were able to overcome this challenge at CityDeck Landing, and more importantly, we have the rents at CityDeck Landing that we can disclose to the appraiser, which other developers won't have, allowing us to once again overcome this challenge.

The other important aspect to understand is that when a developer who is not experienced in developing downtown has difficulty, they frequently panic and discount their rents.

This process of discounting rents undermines the entire valuation process downtown, undermining refinancing valuations (appraisals) and making new development a greater challenge because the appraisers will use the discounted rents in their appraisals. This discounting also then erodes the values for the TID and the city assessments for all of downtown. This is why it's so important that any TIF agreement prohibit the developer from discounting rents. The city should choose a developer that won't panic and discount rents.

Third, we also have been successful at securing more grants from the state for cleaning up brownfield sites than any other developer. We will pursue another grant from WEDC for this site.

INVESTMENT

The overall investment in this site will also require the developer to have enough equity (we have over 400 equity investors who partner with us) and the ability to secure a large loan. At CityDeck Landing we ran into a roadblock with local bank lenders, who were biased against the downtown and against the idea that we could obtain higher than market rents for a new development, which we did. Any lender for this new development, given its larger size and multiple phasing, will require experience in development in downtowns and in downtown Green Bay in particular. In the case of CityDeck Landing, we were forced to go outside Green Bay to secure a lender. Fortunately, we have a large stable of lenders for the proposed development, with over a dozen lender choices we have strong relationships with. As one lender put it, we are one of their top five customers.

Assuming roughly 250 units plus some retail, the overall investment in this new development may exceed $35 million depending on the particular size that we can obtain approval for from the city.

CAPACITY

This development will be built in phases over multiple years, with approvals between now and spring 2019 with construction starting in either the spring or fall of 2019 and finally opening in the spring of 2020. All is dependent upon the city delivering on the approvals in time.

The phasing aspect of this is hugely important to understand. We have seen many developers build more units than can be absorbed in one leasing season, which then results in rent discounting and 'specials'. The downtown market can only handle about 75 units per leasing season, so the worst thing that can happen to downtown is to force more units into the market in one season and then destroy the property values downtown due to that discounting (which appraisers are forced to take into account). It's better to have a waiting list for the next phase than for the word to get out that there are vacant units available, which would also be devastating to the other two new apartment developments downtown.

We only work on 3-5 developments per year, and this would be one of those and would be considered a top priority development for us. One reason this would be a top priority is that presently at City Deck Landing we are forced to use an outside management company for on-site leasing and property management and maintenance (although all marketing, rent collections, accounting and other activities are conducted from our home office). With this new development, we would have the ability to hire a full time property manager and later an assistant property manager as the last phases are completed. We would also hire a full time maintenance person on site. It is very important to have on-site management for a property of this size, with that management being directly managed by and overseen by the owner. Third party management always skimps in order to make a profit, whereas the owner-manager can invest the time and effort needed to provide top quality service for our high end residents.

Included in this proposal is our company overview. Within this brochure you will find specifics on our team. We have developed over half a billion dollars in various properties, as well as the largest office portfolio in the State of Wisconsin. Having retail experience is also critically important, which we do, having developed five retail centers with hundreds of retail tenants.

Our philosophy is to stay lean and efficient, keeping bureaucracy out of our organization, working closely on just a handful of developments at a time in order to provide outstanding customer service.

T. Wall has developed and owned thousands of multi-family apartments over the last two decades. With his successful development experience in

the greater Madison area, Middleton, Verona, and Green Bay, as well as our commitment to high-quality results, T. Wall is a partner who stays committed and has a proven track record of working with others to achieve a common goal. More importantly, T. Wall, his construction/owner's representative, and his Development Manager all have family in Green Bay and are in the city on a regular basis. We're not some out of town firm that won't come back after the building is open. At CityDeck Landing, Terrence Wall always stops in and inspects the property each time he is visiting with his wife's relatives (Helen Wall grew up in Green Bay).

The engineering firm we use is Vierbicher Associates and the architect is Joe Lee, an experienced multi-family architect who really understands what the customer wants. He is not out to win an award; he believes in having his designs fit in appropriately with its surroundings and providing the exact right floor plans and amenities as discussed with the developer.

We have also been chosen as the development partner for several banks, the City of Middleton, the City of Madison (and that's not easy!), along with receiving recognition from area organizations and from the prior Governor for our green initiatives. We are a proven and established development firm, with a proven track record of the largest and tallest buildings in greater Madison (east and west). And best of all, when all other developers shied away from towns smaller than Madison or Milwaukee, we made a specific commitment to build in smaller communities that need more housing but couldn't overcome the challenges.

With political risk on the line, it's always better to go with a developer that has a proven track record in downtown Green Bay and has a strong personal interest in making sure that Green Bay and downtown remain a successful place to live, work, shop and play.

PROJECT TEAM

T. Wall Enterprises LLC
Creating Places Where People Interact

1818 Parmenter Street
Middleton, WI 53562
608-826-4000
terrence@twallenterprises.com
www.twallenterprises.com

JLA ARCHITECTS

2418 Crossroads Drive, Suite 2300
Madison, WI 53718
608-241-9500
jlee@jla-ap.com
www.jla-ap.com

vierbicher
planners | engineers | advisors

999 Fourier Drive Suite 201
Madison, WI 53717
608-826-0532
www.Vierbicher.com

PROJECT TEAM

TERRENCE WALL

CEO & PRESIDENT
Terrence@TWallEnterprises.com
P: 608.345.0701

Education
BA in Economics
UW-Madison

Masters in Real Estate Appraisal and Investment Analysis
UW-Madison

Completed coursework at:

Harvard University Executive Education Program, Loyola University, and Kellogg School of Management (Chicago)

Terrence has been involved with real estate analysis, leasing and marketing since 1979. He began developing in 1989. He has developed in a wide range of markets including:

- Over 500 multi-family units
- Five retail centers (including Target, Verizon, Bed Bath & Beyond, Michael's Craft, Ashley Furniture, American TV, and many more)
- A 160-acre industrial park with multiple buildings
- Largest portfolio of office buildings in the state of Wisconsin with over 45 office buildings at 3.5 million square feet of space
- Planned and developed five major mixed-use centers that included office space, hotels, retail, and residential
- Presently developing a master planned community which includes seven neighborhoods and a town center, known as The Community of Bishops Bay, in Middleton, Wisconsin

Philanthropy

- Terrence Wall has previously raised donations for and developed the Dane County Children's Zoo Carousel Building, Boy Scout's Glacier's Edge Council Office and Store and the John Wall Family Pavilion at Tenney Park.
- He has also been a major donor to Edgewood High School, American Family Children's Hospital, James A. Graaskamp Real Estate Center, Congress Park, High Crossing Park, Madison Central Library, Madison Children's Museum, Middleton's Soccer Field, Asset Builders of America, and Domestic Abuse Intervention Services.

PROJECT TEAM

T. Wall Enterprises LLC
Creating Places Where People Interact

JON HEPNER

Jon Hepner is a Development Manager performing project cost & feasibility modeling, development due diligence, and site planning. Jon coordinates and leads projects through entitlement approvals, financing, and beginning of construction while maintaining productive relationships with property owners, alders, and other members of municipal governments.

Jon earned his BBA from Edgewood College where he double majored in Business Management and Business Marketing. During his collegiate career Jon gained substantial professional working experience interning with a residential mortgage broker, the United Way of Dane County, and at the Wisconsin State Capitol for the Governor.

ERICA KOCH

Erica Koch is the Director of Operations & Property Management for all multi-family communities. She has spent the last 20 years in the multi-family housing industry in Wisconsin with various roles and responsibilities including managing all aspects of the company's operations, customers and properties.

Erica earned her BBA at the University of Wisconsin-Whitewater with a major in Marketing. She is also a licensed real estate salesperson in Wisconsin.

PROJECT TEAM

T. Wall Enterprises LLC
Creating Places Where People Interact

SCOTT TEBON

Scott Tebon is the Director of Construction responsible for management and coordination of construction activities within the portfolio. He has over 20 years experience in the construction industry and has overseen in excess of $200 million of projects encompassing over 2 million square feet of space and managed build-outs for over 250 commercial customers.

Scott earned his BBA at the University of Wisconsin-Whitewater with majors in Economics and Finance with a Real Estate emphasis.

TAYLOR BRENGEL

Taylor Brengel joined T. Wall Enterprises in 2012. As general counsel, Taylor oversees the company's legal activities, including real estate negotiation and purchases, development financing, project entitlement coordination, landlord tenant issues and commercial lease negotiation, lender relations, entity organizational structuring and corporate governance.

Taylor earned his Juris Doctorate from Marquette University Law School and his Bachelor of Arts from Lawrence University. His prior experiences include working for the in-house legal department of a Fortune 100 company and working for the Honorable John Coffey of the U.S. Seventh Circuit Court of Appeals.

PROJECT TEAM

JLA ARCHITECTS

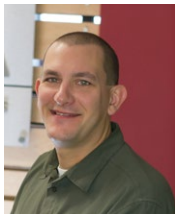
COMPANY OVERVIEW

With offices in Madison and Milwaukee, JLA Architects provides a full range of planning & architectural services for various project types. With a focus on providing creative, real-world solutions to meet project goals they maintain client satisfaction as their highest priority. Founded in 2007 by Joseph Lee, JLA believes the firm's success is dependent on the happiness of their clients and their success of each completed project.

KEY TEAM MEMBERS

JOSEPH LEE | President / Principal

Joe's role on this project will be to serve as general oversight throughout all phases of the project. Joe will collaborate on design concepts & lend his experience throughout the entitlement process. As the project progresses, Joe will maintain involvement & assist the project team as needed. He will help to ensure that the process is smooth & enjoyable. Throughout the process Joe will be a visible & 'reachable' member of the JLA Team.



JOHN SCHMIED | Project Manager

John would serve project manager. He has worked with T. Wall for several years as a project manager on several of their developments. He will be responsible for the daily management & coordination of the project throughout the entire process. He will be intimately involved at all phases ensuring consistency & continuity throughout the project & will serve as the primary daily contact for the development team, consultants & contractor.

PROJECT TEAM

JOSEPH LEE, AIA

FOUNDER & PRESIDENT

JLee@JLA-AP.com
C: 608.215.1495

Joe is a Madison native & graduated with both a Masters of Architecture & a Masters of Urban Planning from the University of Wisconsin–Milwaukee. During his schooling & after his graduation from UWM, Joe resided in Milwaukee for 13 years, working in both the public & private sectors.

Prior to founding JLA Architects & Planners in February 2007, Joe was an Associate at Eppstein Uhen Architects in Milwaukee where he was a lead designer on multi-family, mixed-use, & retail projects.

Joe's background in both architecture & urban planning has allowed him to develop a unique blend of skills & market knowledge that brings distinct value to JLA clients. He has gained the respect of both clients & peers by managing & designing projects of various types & sizes with an unpretentious style.

As the Owner & Managing Principal of JLA Architects, his main goal is client satisfaction. He is involved at every phase to assist with conceiving & developing sound designs, navigating through entitlement processes, producing complete & accurate construction documents, & following-up with thorough construction administration. Joe values each client relationship & works to exceed expectations on every project.

Education

Masters of Architecture
UW-Milwaukee May 1998

Masters of Urban Planning
UW-Milwaukee May 1998

Bachelor of Science Architectural Studies
UW-Milwaukee May 1995

Project Manager Bootcamp
PSMJ 2006

Strategies for the Construction Administrator
UW-Extension Course 2005

Professional Affiliations

Licensed Architect
Wisconsin 2003–present

American Institute of Architects 2003–present

Awards & Recognition

Franciscan Health Care Center
Finalist—New Construction

Nursing Homes Long Term Care Management 2003

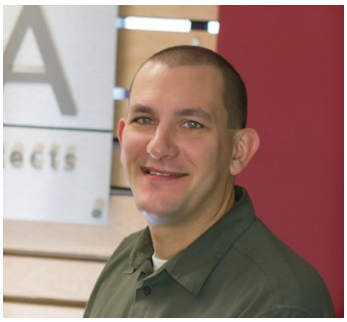
Madison's "40 Under 40"
In Business Magazine 2006

"Design of the Times"
Madison Magazine Feb. 2007

Representative Project Experience

502 Boutique Hotel	Madison, Wis.
JLA Milwaukee Office	Milwaukee, Wis.
Merchant Square Office Building	Sun Prairie, Wis.
Ballpark Commons Office Building	Franklin, Wis.
Michigan Athletic Hall of Fame	Detroit, Mich.
Yahara Commons – Mixed Use	Monona, Wis.
Ballpark Commons– Mixed Use Sports Facilities	Franklin, Wis.
The Brewery – Mixed Use	Milwaukee
Synergy @ the District – Mixed Use	Wauwatosa, Wis.
The Junction Apartments	Menomonee Falls, Wis.
Sun Prairie Ice Arena	Sun Prairie, Wis.
Graber Manufacturing	Waunakee Wis.
Veritas Village Apartments	Madison, Wis.
22 Slate Apartments	Madison, Wis.
Factory District Apartments	Madison, Wis.
Pete's Fruit Market	Milwaukee
Grandview Commons Retail	Madison, Wis.
Brooks & Dayton Student Housing	Madison, Wis.

PROJECT TEAM



JOHN SCHMIED

PROJECT MANAGER

JSchmied@JLA-AP.com
D: 608.442.3863

John has expert knowledge on all aspects of architecture: site concerns, complicated structural elements, and exterior relationships to all of the interior details needed in design projects.

John connects with his clients to understand their desires and needs; then presents designs that are practical, relevant and well-received. Although exposed to a wide variety of market sectors, he has an extensive background in multi-family projects.

Education

Associate Degree Architecture
Madison Area Technical College 1995–1999

Professional Accreditations

Licensed Architect – Wisconsin

American Institute of Architects (AIA)

LEED AP Building Design + Construction

Awards

Gold Award for Projects of Distinction, 2009
Associated Builders & Contractors of Wisconsin

Representative Project Experience

Veritas Village	Madison, Wis.
Dayton Street Apartments	Madison, Wis.
City View Condominiums	Sun Prairie, Wis.
Park & Drake	Madison, Wis.
Prairie Trail (T. Wall)	Sun Prairie, Wis.
Hidden Creek, (T. Wall)	Madison, Wis.
Lilly Preserve	Brookfield, Wis.
Veritas Village (T. Wall)	Madison, Wis.
The Junction at White Stone Station	Menomonee Falls, Wis.
Merrill Apartments (Stonebridge)	Merrill, Wis.
Park Place (awaiting construction)	Merrill, Wis.
Prairie Lakes Retail Building 'G' (under construction)	Sun Prairie, Wis.
Market Square (in development)	Sun Prairie, Wis.

PROJECT TEAM

vierbicher
planners | engineers | advisors

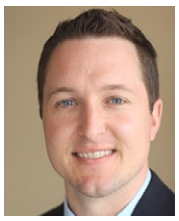
COMPANY OVERVIEW

Vierbicher is a team of planners, engineers, landscape architects and surveyors committed to providing the highest level of skill and expertise to clients throughout Wisconsin and the Upper Midwest. Our multi-disciplined, team-based approach enables us to combine our strengths and bring unique perspective to a wide range of projects.

Having this diverse in-house experience provides many benefits to our clients, including creative solutions, efficient project flow and cost-effective results. We have been delivering unmatched customer service to private and municipal clients for over 40 years, and it has been a cornerstone of our success in this highly competitive field.

ROD ZUBELLA, PE | President & CEO

Rod has over 28 years of experience providing civil engineering services for local government and real estate developers. As a practicing civil engineer, Rod blends his passion, experience and compassion to find sound solutions for his clients' issues.



MATT SCHREINER, PE | Engineering Manager

Matt provides engineering services on municipal, commercial and residential projects. His responsibilities include stormwater & utility design, permitting, grading design, site layout, contract documents and construction inspection.

PROJECT TEAM

GENERAL CONTRACTOR

If chosen, our team will work with a reputable Wisconsin-based general contractor. Based on our past succesful projects, we would choose one of the following companies to partner with:

Immel-Builds.com
1820 Radisson Street
Green Bay, WI 54302
Phone 920.468.8208

StevensConstruction.com
Two Buttonwood Court
Madison, WI 53718
Phone: 608.222.5100

Miron-Construction.com
1471 McMahon Drive
Neenah, WI 54956
PH 920.969.7000

EXPERIENCE

T. Wall has developed five retail centers, 45 office buildings, and a large portfolio of multi-family housing and a few condominiums. We also have developed in towns other than Madison and Milwaukee. And we have successfully developed multi-family during the Great Recession, when others wouldn't.

See the following examples of our most recent developments that are very similar in nature to the one being proposed.

CityDeck Landing is one of Green Bay's newest luxury apartments. This development is very similar in nature to the one proposed because of the following:

- a tight urban site with adjacent roads and all the challenges that go with that underground parking;
- some commercial space on first level;
- and a large and colorful skydeck.

In addition to the cameo included in this proposal, more information can be found at: twallenterprises.com/citydeck-landing/

SUSTAINABILITY

T. Wall Enterprises has been awarded many sustainability and green development awards as follows:

Clean Lakes Alliance: awarded for partnering with Dane County and the Alliance to preserve and improve storm water quality through environmentally conscience development practices and pioneering new stormwater practices.

Wisconsin Manufacturers & Commerce: Received the Wisconsin Business Friend of the Environment Stewardship Award for landscape conservation, energy efficiency measures and recycling measures.

Governor's Award in Energy Efficiency: We were the first and only development company to receive this award, to recognize outstanding efforts towards being environmentally conscience and specifically energy efficient.

Madison Gas & Electric: For becoming the beta test site for installing electric car charging stations in multi-family properties.

Veritas Village LLC: For featuring the largest solar panel array on a multi-family building in the entire State of Wisconsin and for installing the largest solar panel array in downtown Madison.

RENEW Wisconsin: For receiving the Renewable Energy Champion Award for their support of renewable energy. T. Wall has put in place more solar capacity than any other developer of multi-family dwellings active in Wisconsin.

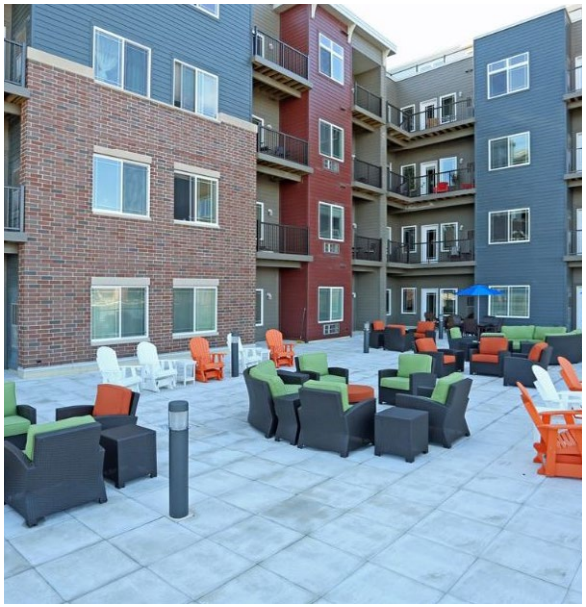
Focus on Energy: T. Wall was the only partner with Focus on Energy, teaching the team at Focus how to retrofit and install energy efficient equipment in older and new buildings. While other developers were taught by Focus how to install green components, we taught Focus how to do it.

City of Madison Resolution: Ald. Ledell Zellers congratulated, Veritas Village, LLC, in Madison, Wisconsin, for completing the largest solar installation in downtown Madison for a multi-family property.

MIXED-USE

T. Wall Enterprises LLC

Creating Places Where People Interact



CITYDECK LANDING

MIXED-USE

LOCATION:	Green Bay, Wis.
PROGRAM:	115,000 s.f.
	Seven-story mixed-used building
	Partnered with City of Green Bay
	Amenities include: club room, community room, fitness center, and landscaped patio
REFERENCE:	Kim Flom, Director of Planning & Development - City of Green Bay Ph. (920) 448-3413 kimfl@greenbaywi.gov

MIXED-USE

T. Wall Enterprises LLC

Creating Places Where People Interact

MIDDLETON CENTER

MIXED-USE DEVELOPMENT

LOCATION:	Middleton, Wis.
PROGRAM:	157,100 s.f.
	Public Private Partnership (P3)
	Three phase redevelopment of the Old Middleton Center
	Phase One includes: 62 market-rate multi-family units, 11,388 s.f. of commercial space, and 21,483 s.f. of office space
	Amenities include: club room, community room, fitness center, and landscaped patio
REFERENCE:	Eileen Kelley, Director Planning / Zoning Administrator – City of Middleton Ph. (608) 821-8370

MULTI-FAMILY

T. Wall Enterprises LLC

Creating Places Where People Interact

PELOTON RESIDENCES

INFILL REDEVELOPMENT

LOCATION:	Madison, Wis.
PROGRAM:	157 market-rate multi-family units and 12,000 s.f. of commercial space.
	246,348 s.f.
	Amenities include: club room, community room, fitness center, and landscaped patio
REFERENCE:	Heather Stouder, Planning Division Director – City of Madison, Ph. (608) 266-5974

MULTI-FAMILY

T. Wall Enterprises LLC

Creating Places Where People Interact

JLA ARCHITECTS

VERITAS VILLAGE

MULTI-FAMILY DEVELOPMENT

LOCATION:	Madison, Wis.
PROGRAM:	189 market-rate units
	Central courtyard & pool with green roof areas; over parking level
	Amenities include: fitness room, community room, concierge desk, clubroom, and game room
REFERENCE:	Heather Stouder, Planning Division Director – City of Madison | Ph. (608) 266-5974

MIXED-USE

T. Wall Enterprises LLC

Creating Places Where People Interact

WATERMARK LOFTS

INFILL MIXED-USE DEVELOPMENT

LOCATION:	Madison, Wis.
PROGRAM:	80 market-rate units
	18,922 s.f. commercial space
	Amenities include: club room, community room, fitness center, and landscaped patio
REFERENCE:	Heather Stouder, Planning Division Director – City of Madison Ph. (608) 266-5974

MULTI-FAMILY

T. Wall Enterprises LLC

Creating Places Where People Interact

JLA ARCHITECTS

PRAIRIE TRAILS

MULTI-FAMILY DEVELOPMENT

LOCATION:	Sun Prairie, Wis.
PROGRAM:	Three-story, 54 units
	56,516 s.f.
	Amenities include: community room, club room, outdoor patio, library, event space with kitchenette/restroom, and landscaped patio
	Underground parking
REFERENCE:	Scott Kugler, Planning Director – City of Sun Prairie | Ph. (608) 825-1107

MIXED-USE

JLA ARCHITECTS

BAY LOFTS

MIXED-USE DEVELOPMENT

LOCATION:	Sturgeon Bay, Wis.
PROGRAM:	First level parking & retail
	5,500 s.f. retail space
	37 apartment units
	Amenities include: fitness center, fourth floor clubroom with adjacent roof deck

MIXED-USE

JLA
ARCHITECTS

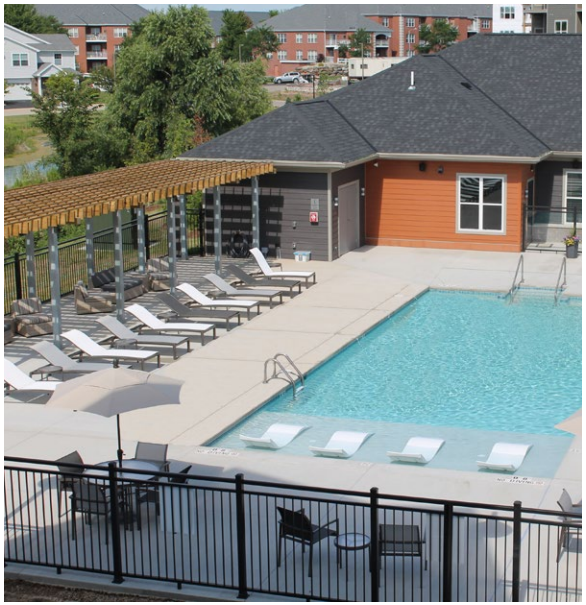
MONONA RIVERFRONT REDEVELOPMENT

MIXED-USE DEVELOPMENT

LOCATION:	Monona, Wis.
PROGRAM:	3–4 buildings
	256 apartment units
	65,000 s.f. apartment units
	Public park and indoor/ outdoor event space

MULTI-FAMILY

JLA ARCHITECTS



22 SLATE

MULTI-FAMILY DEVELOPMENT

LOCATION:	Madison, Wis.
PROGRAM:	Seven buildings
	264 market-rate units
	Separate clubhouse building, pool and fitness center
	Buildings organized around central common green
	Pet-friendly amenities: dog walking areas, dog bag dispensers, dog washing room in underground parking area

MULTI-FAMILY

JLA
ARCHITECTS

MIDDLETON STATION

MULTI-FAMILY DEVELOPMENT

LOCATION:	Middleton, Wis.
PROGRAM:	32 market-rate units
	Two levels of parking

PUBLIC PROJECT EXPERIENCE

Listed below are other representative public projects that T. Wall Enterprises has been involved with.

GREENWAY CENTER

Madison, WI

Project Value: $189,500,000

Size: 1,021,000 s.f.

Reference: Kurt Sonnentag, Mayor

City of Middleton

Ph. (608) 335-0888

Email: mayor@ci.middleton.wi.us

This mixed-use development located on Madison's west side. Initially comprised of a office buildings and retail, restaurant, and hotel components, additional buildings were later added as in-fill to create a mini town center. T.Wall served as overall developer for the project.

THE CENTER FOR INDUSTRY & COMMERCE

MADISON, WI

Public Private Partnership (P3)

Project Value: $37,000,000

Size: 160-acre site

Reference: Don Marx, Manager

Office of Real Estate Services

City of Madison

Ph. (608) 267-8717

Email: dmarx@cityofmadison.com

The Center for Industry & Commerce, is a 160-acre mixed-use development on Madison's east side. The development is the culmination of a 10 year partnership between T.Wall and the City of Madison. T.Wall served as master developer for this project.

CITY CENTER WEST

Project Cost: $135,000,000

Completion: 2003

The City Center West project included the development of two 8-story towers, constructed in phases with connections at each floor, as well as a 1,532 stall, five-level parking ramp. The project features 440,000 s.f. of office, retail, and restaurant space.

HIGH CROSSING ENVIRON

MADISON, WI

Project Value: $88,000,000

Size: 309,000 s.f.

Reference: Don Marx, Manager

Office of Real Estate Services

City of Madison

Ph. (608) 267-8717

Email: dmarx@cityofmadison.com

High Crossing is proud to be the first large-scale, mixed-use development in Dane County. The site consists of office, retail, restaurant, hotel, and residential properties. T.Wall served as overall developer for the High Crossing project.

CONCLUSION

The added advantage of selecting T. Wall Enterprises is that we have been through the entitlement (political) process before in downtown and with the city including elected officials and city staff. Overall, we have a good working relationship with the city. We know the process; we're not newcomers who will have a large and risky learning curve. Given the size of the development, the safe play is to select a developer who has experience in downtown and is committed to getting results.

We also have the experience in working on a parcel that probably has a high water table, near a river, in a tight urban site that will require off site storage and just in time delivery of materials, complicated phasing (so residents can live in the first phases while future phases are built), a team in place in Green Bay that is ready to go, and a developer with family in the city.

This development will be a trans-formative opportunity and should be designed and built to the highest quality to last a hundred years or more.

MINUTES OF THE REAL ESTATE SUBCOMMITTEE OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, SEPTEMBER 27, 2018, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. ROLL CALL.

1. Members: Matt Schueller, Kathy Hinkfuss, and Melanie Parma.

Present: Kathy Hinkfuss, Melanie Parma, and Matt Schueller

B. REGULAR BUSINESS.

1. Consideration with possible action on a Request for Proposals for redevelopment of the Adams Street lot located on the 200 block of North Adams Street.

Moved by Kathy Hinkfuss, seconded by Melanie Parma to open the floor for discussion. Motion carried.
Yes- Kathy Hinkfuss, Melanie Parma, Matt Schueller, No- None, Abstain- None

Moved by Melanie Parma, seconded by Kathy Hinkfuss to return to regular order of business. Motion carried.
Yes- Kathy Hinkfuss, Melanie Parma, Matt Schueller, No- None, Abstain- None

Moved by Matt Schueller, seconded by Kathy Hinkfuss to provide an update from the meeting at the next RDA meeting and update on information gained by staff regarding Schreiber Foods green space and Baylake Bank building. Motion carried.
Yes- Kathy Hinkfuss, Melanie Parma, Matt Schueller, No- None, Abstain- None

C. ADJOURNMENT.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.2.

Consideration with possible action to enter into a Professional Services Agreement, not to exceed eight hundred thousand dollars ($800,000.00), for the professional services of a Consultant to prepare a Project Plan for the Shipyard.

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

BACKGROUND

In June, the RDA and Common Council 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 August, the RDA approved issuing a Request for Qualifications (RFQ) to seek out a Consultant (which may be either a single entity or collaboration of firms) to prepare a Project Plan for the Shipyard that shall include all architectural, structural, and civil engineering and design documents necessary for construction of all improvements.

Three (3) Consultants submitted complete proposals to the RDA. Staff from the Department of Community and Economic Development reviewed the proposals and made a recommendation to the Mayor's Development Team, which in turn, is making a recommendation to the RDA. Even though the original timeline contemplated a shorter turnaround, we felt it was more important to give a more thorough examination, given that we will be entering into a multi-year relationship.

We are recommending that the RDA move forward with the proposal from Stantec for the following reasons:
-- most expertise in balance of the “hard engineering” of environmental remediation and site preparation as well as the “soft social skills” for designing attractive and engaging public spaces
-- significant experience with working with local, state, and federal regulatory agencies on permitting and approvals
-- high number of principals and high-level staff involved in the actual work
-- most thoroughly defined work program describing the precise scope of the work the Consultant will undertake
-- detailed project timeline that indicates milestones and/or when the Consultant will produce the drafts and final versions of the Project Plan
-- engages the public in creative ways
-- although not the least expensive proposal, provides an accurate assessment of potential work involved; follow up conversation indicates that Consultant is willing to negotiate on pricing

RECOMMENDATION

Direct staff to negotiate, draft, and execute a Professional Services Agreement, not to exceed eight hundred thousand dollars ($800,000.00), for the professional services of a Consultant to prepare a Project Plan for the Shipyard.

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 eight hundred thousand dollars ($800,000.00) will be used to hire a Consultant to prepare the Project Plan.

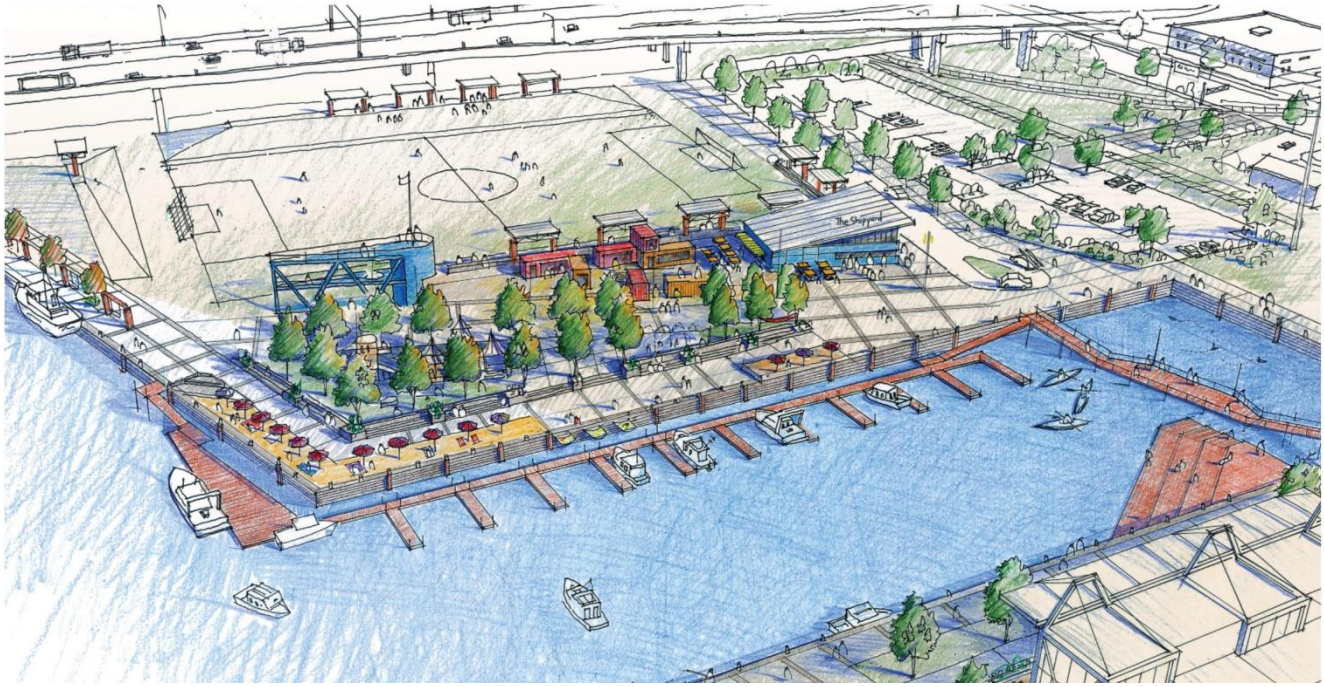
ATTACHMENTS

1. 8 - Shipyard - 180814 - Request for Qualifications - Final
2. 8 - Shipyard - 181818 - RFQ - Stantec - Compressed
3. 8 - Shipyard - 181818 - RFQ - SmithgroupJJR - Compressed
4. 8 - Shipyard - 181818 - RFQ - Cuningham - Compressed

City of Green Bay
Department of Community and Economic Development

Request for Qualifications

The Shipyard



Redevelopment Authority of the City of Green Bay

Released 14 August 2018

100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

PROJECT

The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as 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 (Tax Parcel 2-78) along with related public improvements.
The Shipyard is an attraction that will draw people, year round, to the waterfront for events and daily activities. It is a combination of well-designed buildings and spaces and social interaction. The athletic field will be used over two hundred (200) days per year for soccer, football, rugby, lacrosse, ice hockey, ice skating, and other sports; concerts, festivals, large-screen viewing, runs and walks, markets, and other special events by a wide-variety of semi-professional and youth clubs. The waterfront amenities (an urban beach, playground, and splash pad) encourage healthy outdoor movement and provide the adjacent neighborhood with access to the waterfront. The container park provides a place for food, beverage, and retail entrepreneurs to start and grow their business, without having to invest in significant amounts of capital for a brick-and-mortar establishment. These businesses will also provide employment opportunities.

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

- safe: builds new structures using the latest codes, removes attractive nuisances and other problem properties, invests in neighborhoods with high complaint and/or police call volumes
- healthy: remediates environmental contamination from the parcel and/or structures, enhances the physical (soil, water, air) landscape, encourages human-powered movement
- connected: interacts positively with adjacent properties, the neighborhood, and community, strengthens and/or expand pedestrian, bicycle, and transit transportation networks, creates and/or enhance public spaces and amenities
- loved: removes blighted and neglected structures, expands our range of residential and commercial real estate products

The Shipyard

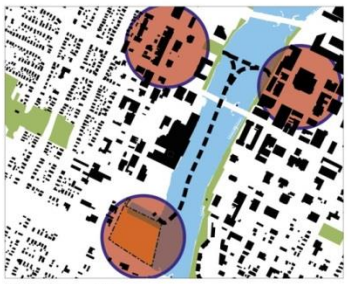
Design Principles and Goals

Create an attraction that draws people, year round, to the waterfront for events and daily activities. The attraction should be a combination of well designed building and spaces that encourage encourage recreation, interaction, and entertainment.

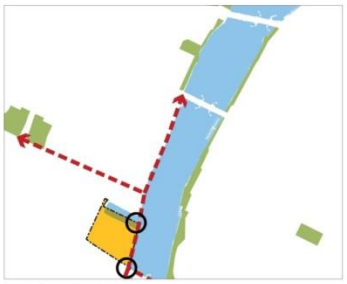
Ensure the site is not an island - connect it to the City and weave it into it's surroundings.

Create a strong image and brand, based on the physical qualities of the site, it's history and the events/activities of the site and its surroundings.

Connect to the Broadway District



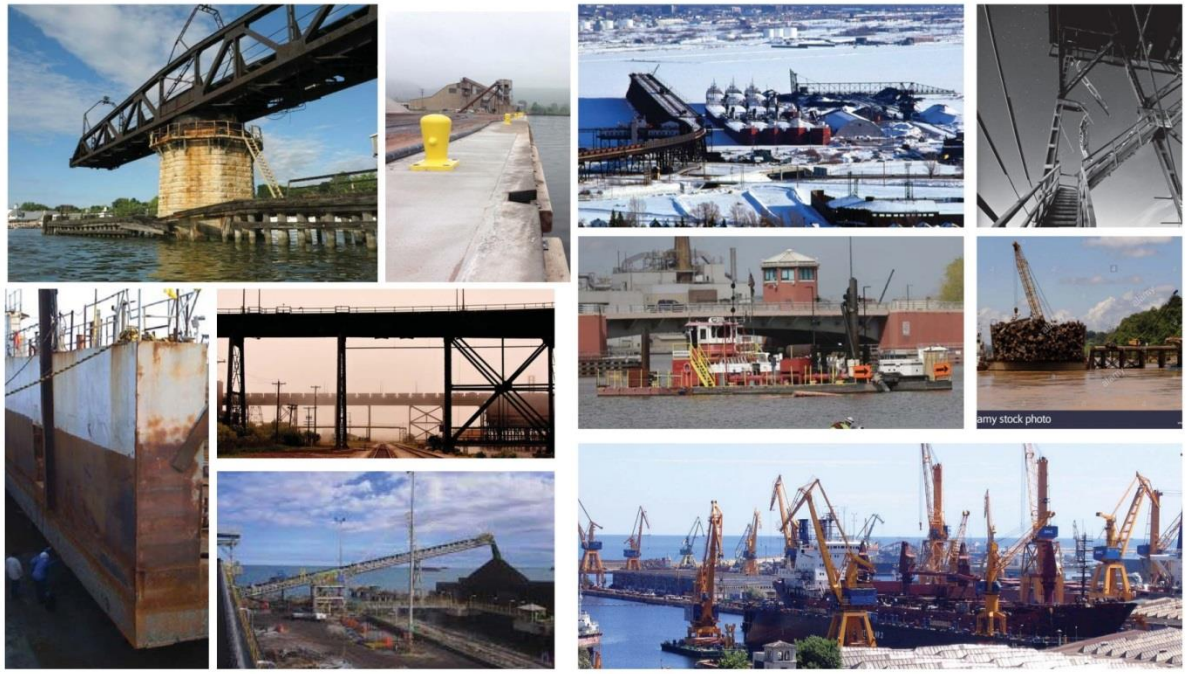
Third Destination



Complete the Loops

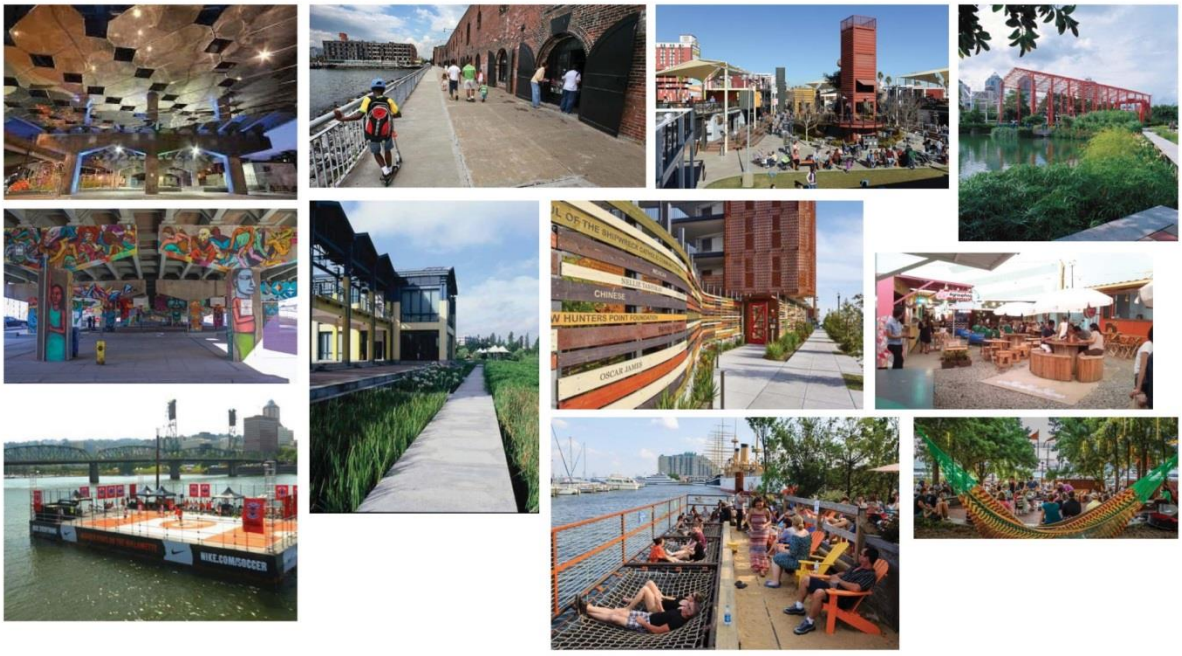
Extend the City to the Water

Shipyard Imagery



The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

Transformed Industrial Spaces



The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

Successful Waterfronts

Surrounding buildings enhance the public space

Easy access....by boat, bike, and foot.

The water itself is a draw

Basic human comfort and comforts

Activities around the clock and throughout the year

Flexible design and adapatability

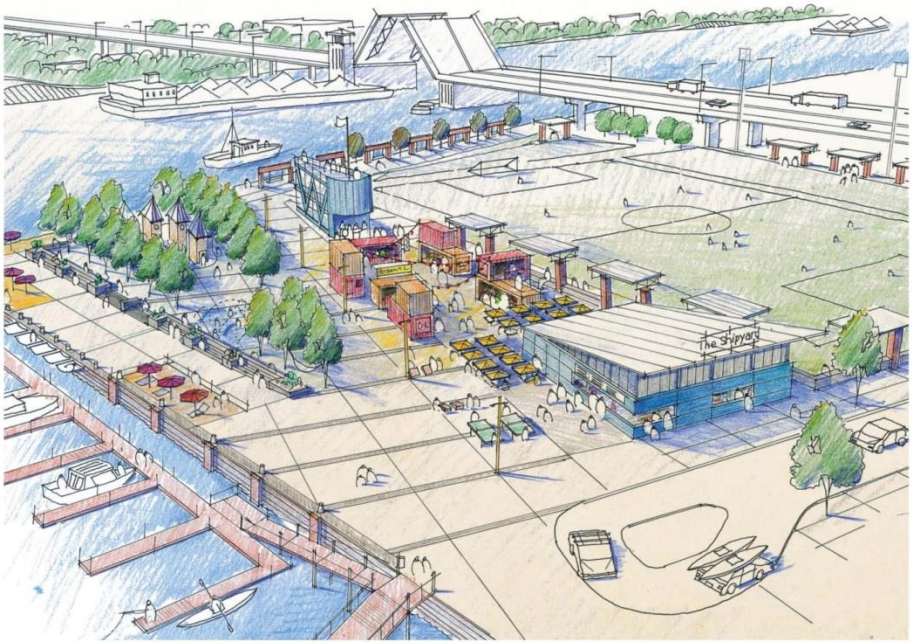
Local Identity is showcased

Pop Up Events and Activities

Phase 1

The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

Phase 1



The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

Master Plan

The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

Master Plan

The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

The Shipyard is critical to the future redevelopment of the South Broadway corridor. The City and/or RDA will continue to work on agreements with interested parties to construct additional projects that will generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, and hotel), office, and recreational uses.

The South Zone will contain the improvements as described above. The project enhances our regional portfolio of attractions, which helps keep us competitive for tourists, but more importantly in the battle to retain and attract smart and skilled people to our City. The mix of a downtown and waterfront facility is unique to the state, if not the upper Midwest, and will provide visitors a unique game-day or event experience. The addition of two new performance spaces allows for a wider variety of touring acts.

The North Zone will contain office space and/or medium-to-high-density residential housing. A desirable site with waterfront access and views of both the downtown skyline and outdoor events center, there is ample capacity for one hundred thousand (100,000) square feet of office space and/or one hundred (100) one hundred and fifty (150) housing units. The City has been working with a number of interested developers and anticipates moving forward with a project in 2018 or 2019.

The Broadway Zone will involve redeveloping underused industrial and commercial properties in order to expand the successful Broadway District further south. The City will focus its efforts on two major sites: the four (4)-acre Badger Sheet Metal at 420 S. Broadway, 402 S. Broadway, and 419 S. Maple (Tax Parcels 3-569, 3-572, and 2-947) site and the one (1)-acre White Store at 606 S. Broadway (Tax Parcel 2-81) and anticipates moving forward with projects in 2019 or 2020.

The West Zone focuses on neighborhood enhancement. The City and/or RDA will retain its commitment to invest one million dollars ($1,000,000.00) during the first three (3) years of the project into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property. These funds will be leveraged through targeted partnerships with Habitat for Humanity, NeighborWorks, and other private construction contractors.

REQUEST

The RDA is seeking the professional services of a Consultant (which may be either a single entity or collaboration of firms) to prepare a Project Plan that shall include all architectural, structural, and civil engineering and design documents for necessary for construction of the following:

A. Site Improvements. General site work improvements in accordance with all applicable codes and ordinances, to prepare the site for the construction of buildings and other structures, including:

   1. Site Fill. Removal and disposal of all necessary earthen material unsuitable for construction purposes and importation of a sufficient amount of customary and typical earthen material from a source selected by the City and/or RDA, compacted in place, to raise the existing elevation of the property above the existing base flood level established by the Federal Emergency Management Agency (FEMA), which is approximately four (4) feet above the current elevation at 100 W. Mason St. (Tax Parcel 2-78), 239 Arndt St. (Tax Parcel 3-551), 101 Bridge St. (Tax Parcel 3-554-A), and 119 Bridge St. (Tax Parcel 3-556).

   2. Environmental Remediation. Amendments to the environmental closure report in accordance with requirements of the Wisconsin Department of Natural Resources ("DNR") and take all such appropriate measures to implement such actions required to achieve compliance.

   3. Stormwater Management. Construction of customary and typical storm water management facilities necessary to service the Project and potential Future Projects on the Property.

B. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

   1. Arndt Street. Approximately two hundred and ten (210) feet of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.

   2. Bridge Street. Approximately two hundred and ten (210) feet of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.

   3. S. Pearl Street. Approximately one thousand and five hundred (1,500) feet of appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian and bicycle accommodations on S. Pearl Street between Arndt Street and Walnut Street. The purpose of these improvements is to continue the riverfront trail northward from the Shipyard to an existing trail north of Walnut Street.

   4. CN Railroad Crossings. Construction of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users at Mason Street, Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.

   5. Parking. Construction of approximately eight hundred (800) surface parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:

      a) Approximately eighty (80) spaces adjacent to the Stadium within 100 W. Mason St. (Tax Parcel 2-78); and

b) Approximately one hundred and twenty (120) spaces within S. Broadway and 613 S. Broadway (Tax Parcels 2-107 and 2-109) and the Mason Street right-of-way between S. Broadway and the Fox River; and

c) Approximately twenty (20) spaces within 525 S. Broadway and 531 S. Broadway (Tax Parcels 2-76 and 2-77); and

d) Approximately one hundred and twenty (120) spaces within 401 S. Broadway, S. Broadway, 505 S. Broadway, 511-513 S. Broadway, 515 S. Broadway, and 517 S. Broadway (Tax Parcels 3-568, 3-568-1, 2-946, 2-949-A, 2-70, and 2-71); and

e) Approximately one hundred and sixty (160) spaces within the Mason Street right-of-way between S. Ashland Avenue and Maple Street; and

f) Approximately three hundred (300) spaces within 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).

C. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:

1. A multi-purpose, multi-season Outdoor Events Center ("Stadium") with an artificial turf field (for soccer, football, rugby, lacrosse, and similar sports), scoreboard, lighting, grass berm seating, and related improvements, capable of holding approximately two thousand (2,000) persons for sporting events and eight thousand (8,000) persons for concerts, festivals, and community events; and

2. A permanent structure for restrooms, lockers, and/or concessions; and

3. Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation; and

4. A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip, composed of a combination of concrete, pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and

5. An urban beach, children's playground, splash pad and/or similar amenities; and

6. A floating dock for transient boaters and an accessible kayak launch.

Representatives from the Departments of Community and Economic Development; Parks, Recreation, and Forestry, and Public Works will be available to answer specific questions about the Project and Property The RDA will use the Project Plan to solicit bids for the actual construction of the Project.

REQUIREMENTS

Each Consultant Qualification Proposal ("CQP") shall include the following items placed in this order:

A. A statement that provides general information about the Consultant(s), including the scope and nature of services the Consultant routinely provides and how you have worked together in the past. *Preference will be given to Consultants with expertise in the "hard engineering" of environmental remediation and site preparation as well as the "soft social skills" for designing attractive and engaging public spaces.*

B. A statement, with specific examples, that describes past performance on this type of work, including experience with working with local, state, and federal regulatory agencies on permitting and approvals. *Preference will be given to Consultants with past experience and good working relationships.*

C. A statement that identifies the professional and technical qualifications and specific roles and duties of key personnel who will be involved in the project. Resumes should be included as appendices. *Preference will be given to consultants who involve principals and high-level staff in the actual work.*

D. A work program describing the precise scope of the work the Consultant will undertake. It should identify any modification to, or expansion of, the general scope of work outlined in this RFQ.

E. A detailed project timeline that indicates milestones and/or when the Consultant will produce the drafts and final versions of the Project Plan and other deliverables. *Preference will be given to Consultants that can complete the Project Plan by the end of 2018.*

F. A statement that describes how the Consultant will communicate with City staff, interested stakeholders, and the public through all phases of the project, including addressing public health concerns. *Preference will be given to Consultants that engage the public in creative ways*.

G. Detailed descriptions of the quantifiable deliverables and/or products produced, including verification that electronic formats will be compatible with City software and GIS systems.

H. A proposed fee schedule with not to exceed limits for the work effort. *Preference will be given to firms that offer the greatest value.*

PROCESS

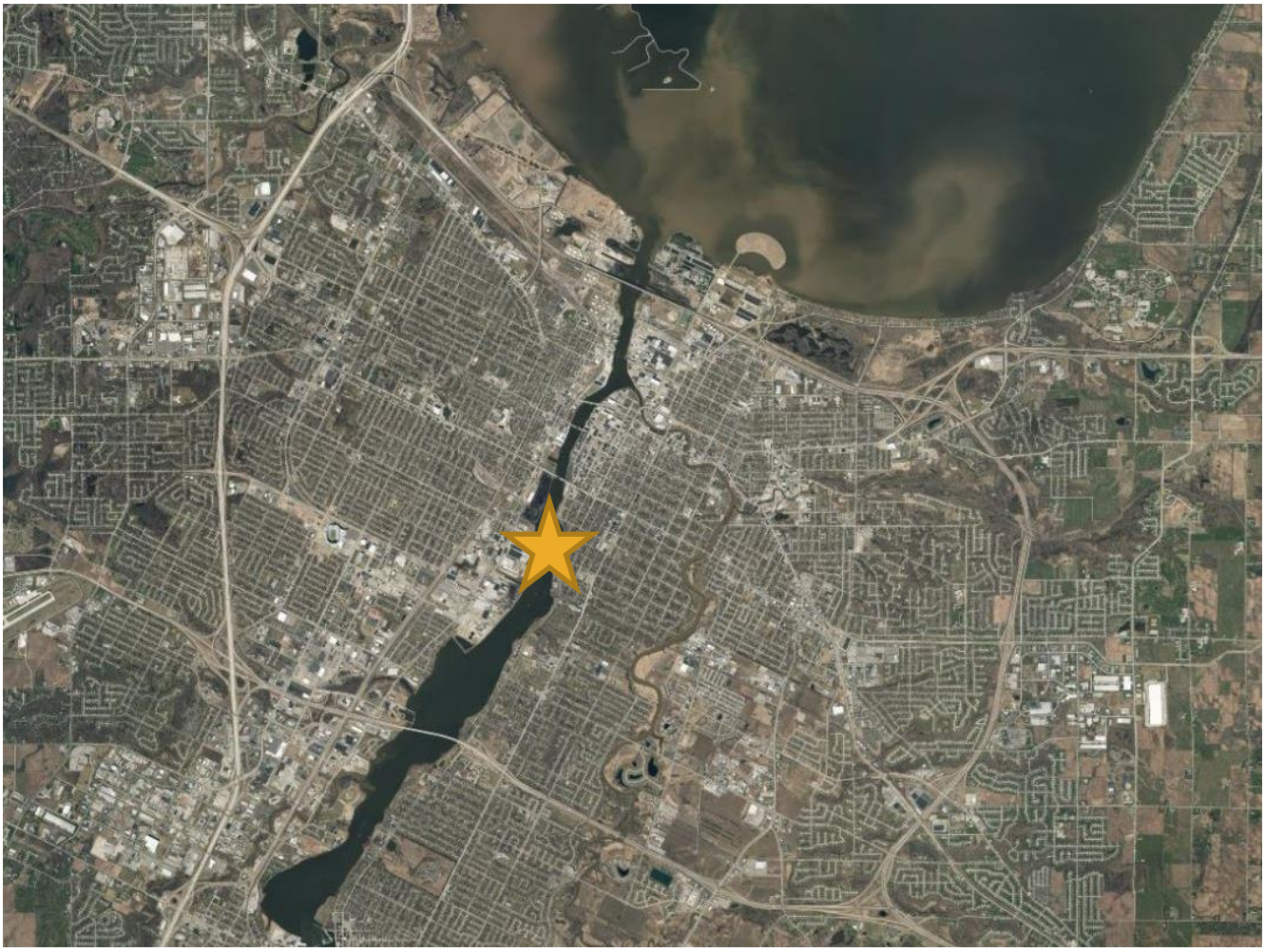
This is a high-priority project for the RDA and City, and thus is reflected in an aggressive schedule:

Tuesday 14 August	RDA releases Request for Qualifications
Tuesday 4 September	Consultants submit questions via e-mail (kevinvo@greenbaywi.gov) to RDA by 11:59 p.m. CDT
Tuesday 11 September	RDA posts answers to questions as Addendum to RFQ on City website
Tuesday 18 September	Consultants submit Qualification Proposals via e-mail (kevinvo@greenbaywi.gov) to RDA by 11:59 p.m. CDT
Tuesday 25 September	RDA selects Consultant
early October	RDA and Consultant negotiate and execute final contract

DISCLAIMER

This RFQ prepared by the RDA does not purport to be all-inclusive or to contain all of the information a prospective private developer may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFQ. The RDA reserves the right to revise any part of this RFQ by issuing an Addendum at any time prior to the submittal deadline. The RDA reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this request if any such action is determined to be in the best interest of the RDA and/or City. All materials submitted in response to this RFQ become the property of the RDA. The RDA will not be responsible for costs associated with preparing a Proposal. By submitting a Proposal, each Consultant agrees to be bound in this respect and waives all claims regarding such costs and fees.

PROJECT LOCATION



Tax Parcel	Address	Acres	Assessed Value
2-70	515 S. Broadway	0.085	$0.00
2-71	517 S. Broadway	0.064	$0.00
2-76	525 S. Broadway	0.066	$0.00
2-77	531 S. Broadway	0.301	$0.00
2-78	100 W. Mason St.	7.974	$0.00
2-107	S. Broadway	0.023	$0.00
2-109	613 S. Broadway	0.079	$0.00
2-945	S. Pearl St.	1.266	$0.00
2-946	505 S. Broadway	0.362	$0.00
2-947	419 S. Maple	2.310	$293,000.00
2-949-A	511-513 S. Broadway	0.145	$0.00
3-551	239 Arndt St.	4.665	$0.00
3-554-A	101 Bridge St.	0.293	$0.00
3-556	119 Bridge St.	0.702	$0.00
3-568	401 S. Broadway	0.568	$0.00
3-568-1	S. Broadway	0.372	$0.00
3-569	420 S. Broadway	2.190	$611,500.00
3-572	402 S. Broadway	0.110	$39,100.00

PARCEL MAP

BRIDGE
PEARL
ARNDT
BROADWAY
MASON
3-562
3-559
3-563
3-563-1
3-569
3-568
3-568-1
3-552
3-554-A
3-556
3-551
2-947-1
2-949
2-946
2-945
2-78
BLK 1
BLK 6
BLK 5
BLK 13
BLK 14
R/W VARIES
VARIES
80
74.6

Stantec

Statement of Qualifications for

The Shipyard

Presented to:
Redevelopment Authority of the City of Green Bay

September 18, 2018

Community

A thoughtfully created environment that enhances the physical, social, and spiritual well-being of the inhabitants.

Collaboration

Relationships based on trust, contribution, and a shared commitment to building sustainable communities.

Creativity

A people-centered working environment generating thoughtful design to shape the urban landscape.

Stantec Consulting Services Inc. 1165 Scheuring Road, De Pere, Wisconsin 54115
Phone: (800) 854-0606 | Fax: (920) 592-8444

September 18, 2018

RE: Statement of Qualifications for Development of The Shipyard

Attention: Kevin Vonck
email: kevinvo@greenbaywi.gov
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, Wisconsin 54301

Dear Mr. Vonck & Evaluation Committee,

An Incredible Opportunity

The Shipyard is ingrained in Green Bay's DNA. Many of the historic and industrial businesses along the Fox River have contributed to the life of Green Bay residents geographically, historically, economically and culturally. We understand the City of Green Bay has undertaken the first steps of envisioning The Shipyard as a regional destination that will draw people year-round to the waterfront. The vision is to provide a rich assortment of attractions including soccer, football, rugby, lacrosse, ice hockey, ice skating, concerts, festivals, large-screen viewing, runs, walks, markets and other special events. The site may include unique features: container park, urban beach, playground, splash pad, boat slips, floating docks, and various pedestrian connections and amenities (restrooms, concessions, and locker rooms). Stantec has assembled a team of national experts to help the City's vision become reality!

Global Experience, Local Presence

Our global experience, with local office presence in the Green Bay area, brings cutting edge talents and abilities to the City of Green Bay. Stantec is known nationwide for major projects, including our design of the renovation to Wrigley Field for the Chicago Cubs, Navy Pier in Chicago, the UW-Madison Student Athletic Performance Center and our pedestrian modeling work for the past four Olympic Games. While these examples are very recognizable projects, every project, large or small, is important to that community, which makes it important to the Stantec team. We are excited to collaborate with Robert E. Lee & Associates (REL) who will be providing civil engineering support services for various public improvements and Berners Schober Architects, who will be the architect of record, to further solidify our local roots in Green Bay. At Stantec, we design with community in mind.

Strong Relationships and Intimate Knowledge of The Shipyard Property

Our award-winning brownfield team has worked in partnership with the City's Economic Development staff over the past six years and helped the City obtain and implement $900,000 in federal brownfield grant funding, leveraging over $16.8 million in private investment funds, and approximately $4.1 million from other funding sources. Together with the City, Stantec has been working on The Shipyard project for the past two years, completing environmental assessments of 17 separate parcels, including The Shipyard, to facilitate redevelopment and acquisition of non-City owned parcels essential to this redevelopment effort. Through this process we have been involved in countless meetings with City officials, developers, the Wisconsin Department of Natural Resources, and other state and federal officials to discuss redevelopment strategies, funding options and cleanup alternatives. Through this process we have first-hand knowledge of The Shipyard and concise understanding of the City's goals and the impacts this redevelopment will have, not only to South Broadway but the surrounding neighborhood and the City as a whole.

Unmatched Experience

We have historically provided brownfield services to the City, however, our local staff offers a diverse range of expertise in all disciplines required to successfully complete design and engineering for The Shipyard. The team we have assembled includes specialized national experts that will be key to completing The Shipyard project in a timely and cost-effective manner:

- Certified CN Rail Expert, Ryan Raske, who can help navigate approval and permitting process to meet your desired timeline;
- National brownfield development specialist, Elias Rashmawi, who has worked on complex redevelopment projects including the largest brownfield site in the US, the Sacramento Rail Yard;
- Visionary landscape architectural designer, Amy Seek, who has worked on projects like the Queen Elizabeth Olympic Park;
- Marine and Dock expert, Harold Westerman, who has worked on port and maritime infrastructure projects around the world;
- Ice and Aquatics expert, Jim Maland, has designed the ice ribbon in Maggie Daley Plaza in Chicago and splashpads and aquatic facilities across the country;
- A team of Civil Engineers from Stantec supported by REL who has vast experience working and obtaining approvals from City Engineering and Public Works Department; and
- A team of Architects from Stantec and Berners-Shober & Associates with vast collaborative experience with projects in Green Bay, Madison and Oshkosh. This collaborative effort provides familiarity with City of Green Bay staff and the local environment.
- Environmental Lead, Lynelle Caine, has intimate knowledge of the characteristics of each brownfield site and experience communicating them to clients and stakeholders. Lynelle will assist with addressing public health concerns that may arise in conjunction with our professional public relations staff.

We truly believe "We Are Better Together." We are confident that we have the best, brightest and most responsive team to help achieve the vision for this iconic project in the City of Green Bay. With a Master Service Agreement (MSA) already in place with the City, Stantec's team is excited to continue our work on The Shipyard immediately.

Thank you for the opportunity to present our qualifications and interest. If you would like to discuss our qualifications and project approach in further detail, please contact us directly. We look forward to expanding the range of Stantec service offerings to help make The Shipyard Wisconsin's ultimate waterfront destination.

Regards,

STANTEC CONSULTING SERVICES INC.

Michael Bach, PE
Project Manager

Direct: (262) 643-9150
Michael.Bach@stantec.com

Lynelle Caine
Environmental Lead

Direct: (920) 655-7211
Lynelle.Caine@stantec.com

Kevin Kimmes, PE
Principal-in-Charge

Direct: (262) 643-9015
Kevin.Kimmes@stantec.com

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RiverWalk, Calgary, Alberta: Stantec was engaged to develop a vision and design concepts for the RiverWalk and adjacent open space development.

Team Introduction

Fowler Lake Shoreline Redevelopment, Oconomowoc, Wisconsin

Stantec Consulting Services Inc.

We're active members of the communities we serve. That's why at Stantec, we always **design with community in mind**.

The Stantec community unites approximately 22,000 employees working in over 400 locations across six continents. We collaborate across disciplines and industries to bring buildings, energy and resources, environmental, water, and infrastructure projects to life. Our work—engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, construction services, project management, and project economics, from initial project concept and planning through to design, construction, commissioning, maintenance, decommissioning, and remediation—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Locally Rooted with Global Expertise

With offices in De Pere, Mequon, Cottage Grove, and St. Paul, we are not only your partners in this planning and design process, but we're also your neighbors. This means we can attend site visits and meetings with stakeholders, local agencies, and your staff at each project milestone. We're flexible. Our number one priority is making sure your project depicts your vision and obtains all required approvals.

Robert E. Lee & Associates, Inc.

Robert E. Lee & Associates, Inc. (REL), was established in Green Bay in 1956. In its early years, REL provided civil engineering and surveying services in an office facility located on the northwest corner of Broadway and Dousman Streets in Green Bay. The firm has experieneced continued growth and in 1999 acquired Northern Environmental Services, allowing REL to offer clients a comprehensive resource management approach to natural resource planning and management projects that integrate land use planning, engineering, surveying, and ecological services. The full-service consulting firm specializes in civil and environmental engineering, surveying, and natural resources services. This spectrum of services provides an integrated approach to project management for commercial, industrial, and municipal clients throughout Wisconsin and Michigan.

Wausau Riverfront Development, Wausau, Wisconsin

The firm's experience with the City of Green Bay includes Shawano Avenue Reconstruction, which involved raising the grade to remove a railroad crossing and convert it to a rails-to-trails corridor. They have also supported the City with the design and development of storm water facilities, starting in early 2000. REL has also provided services for numerous park facilities within the Green Bay Parks System.

Berners-Schober and Associates Inc.

Berners-Schober and Associates Inc. (BSA) is a full-service architectural, engineering and interior design firm located in Green Bay that has been in operation continuously since 1898. BSA's experience covers recreational, municipal, medical, educational, religious and commercial facilities. The professional composition and breadth of experience of the firm enables BSA to tackle projects of various sizes and complexity. BSA's longevity shows the proven stability of its organization, and the ability of the professional staff to address the needs of clients and their facilities.

BSA's history of recreation, wellness and athletic facilities spans from the historic Bay Beach Pavilion to the local YWCA and YMCAs; from a simple park shelter to Camp Randall Stadium at UW Madison.

BSA and Stantec Architecture Inc (formerly VOA Associates Inc.) have partnered on three significant built projects in Wisconsin.

Our first collaboration, with Stantec serving as designer and BSA as architect of record, was a new academic building for the University of Wisconsin at Oshkosh, Sage Hall. This multi purpose classroom also houses the College of Business. BSA served as project manager as well as providing mechanical engineering services.

Our second collaboration, with Stantec serving as designer and BSA as architect of record, was a new 275 bed residential building for the University of Wisconsin at Oshkosh, Horizon Village.

Our Third collaboration, with Stantec serving as designer and BSA as architect of record, was a new Student Athlete Performance Center for the University of Wisconsin at Madison. This multi-phase multipurpose new and remodeled building coordinated 17 projects over three years (and football seasons).

Stantec and BSA are currently teamed on a feasibility study for the Master plan and expansion of the national Railway Museum in Green Bay.

BSA's expert knowledge of the local political and jurisdictional issues combined with Stantec's design expertise has served the projects well.

Creativity is where our knowledge, experience, and imagination meet to get the job done better, faster, and smarter. Our inventive and collaborative approach to problem solving helps bring big ideas to life.

The Fox River Shoreline, Green Bay, Wisconsin

Why Our Team?

The Stantec team has extensive experience providing "hard engineering" associated with environmental remediation and site preparation including the following:

- An unmatched knowledge of the environmental conditions of The Shipyard and the surrounding properties. Our award-winning brownfield team has worked in partnership with the City's Economic Development staff and helped obtain and implement $900,000 in federal brownfield grant funding, a portion of which was used to assess The Shipyard and the surrounding properties.
- Stantec's award winning brownfield team has facilitated the remediation and redevelopment of numerous brownfield sites in the City including: the Children's Museum, Hagemeister Park, the KI Expansion Center, City Deck Landings, the Metreau, and portions of the Larsen Green Cannery site.
- Our breadth of experience on waterfront, marine developments and commercial and recreational re-developments spans across the world. Our team of experts has local, state and federal regulatory experience, as well as a full understanding of design considerations.
- The team Engineers and Architects, include staff well versed in multi-use sporting fields as well as stadium design. Team members have successfully designed various park and field renovations, most notably at Wrigley Field and the UW-Madison Student Performance Center.
- Stantec has a growing landscape architecture practice, which is engaged in several high-profile waterfront park projects involving multidisciplinary teams and significant technical complexity – such as the East Midtown Greenway in New York City, Portland ME Waterfront, South Norwalk Waterfront, Tottenville Shoreline Protection Project.
- Team Members REL and BSA are local, and have extensive experience in and around the City. REL has worked on a multitude of projects with an intimate knowledge of regulations, approval, and permitting processes. BSA, in similar fashion, has a long-standing reputation working on a multitude of projects spanning multiple decades.

The "soft social skills" for designing attractive and engaging public spaces is complicated. How do you engage communities-residents and stakeholders- if they don't understand what you are doing? We can ease that process. No matter the project type, our public involvement specialists know how to transform complex technical material into meaningful information. We prepare community outreach materials, conduct educational workshops, and manage stakeholder involvement processes that will inform and engage your community. For example:

- When planning the enhancement of 35-acre Bossen Field Park in Minneapolis Minnesota, Stantec led a robust community design process that included a Community Advisory Committee (CAC) of 19 members and a client internal Project Advisory Committee (PAC) of 12 members. We aided the client in the piloting of a Racial Equity Impact Assessment, where focus groups and innovative outreach (including an online engagement platform) were used to reach out during design.
- Stantec prepared a feasibility study to identify and evaluate an improved bicycle route through the Lake Superior community of Two Harbors, Minnesota. Extensive community engagement and stakeholder communication leveraged previous planning efforts and addressed the requirements of many jurisdictions to develop a plan to support future project development.

In addition to these hard engineering and soft skills, Stantec provides a team of experienced and successful grant writing experts to help the City find additional funding sources for the project.

- Stantec is currently implementing the City's US EPA assessment grant with approximately $70,000 in grant funds remaining. These funds may be used for Stantec services associated with The Shipyard including remedial action planning, visionary and reuse alternatives, as well as community outreach.
- Stantec has helped other communities and developers retain over $48.5 million in brownfield assessment and cleanup funding. Given the widespread environmental impacts at The Shipyard, Stantec we will help the City identify additional state and federal brownfield funding sources.
- Stantec has assisted clients within the Lower Fox River Watershed and Lake Michigan Basin to acquire funding for various ecological, restoration and riverbank enhancement work. From 2016 to date, these clients have been awarded approximately $10 million of funding to complete these projects.

Past Performance

Stantec personnel played a significant role in the redevelopment of the City's downtown beginning with remedial oversight and obtaining closure of a portion of the former Younkers department store property, which facilitated the construction of the Children's Museum of Green Bay and Hagemeister Park.

Stantec has been actively helping build communities in the Green Bay area since 1991 and many of our project team members have longstanding ties to the City. Over the past several decades we have performed hundreds of environmental projects within the City and the surrounding area. Additionally, our award-winning brownfield team has worked in partnership with the City's Economic Development staff over the past six years and helped the City obtain and implement $900,000 in Federal Brownfield funds.

Stantec has a Master Service Agreement with the City of Green Bay and is currently implementing the City's $300,000 US EPA Brownfield Assessment Grant on behalf of the Community Development Authority. Stantec has also been shortlisted by the City's Public Works Department to provide Environmental Engineering Services for 2018-2019 and was contracted to complete these services in 2018.

One of Stantec's first significant projects with the City was the remedial oversight and closure of a portion of the former Younkers Department Store property, which facilitated the construction of the Children's Museum of Green Bay and Hagemeister Park. Recently our team worked closely with City staff and private developers to complete environmental assessment and cleanup activities in the Ciy's downtown and surrounding areas including the KI Expansion Center site, the Metreau, City Deck Landings, Whitney School, former Larsen Green Cannery, Friar House Flats, and many more. Through these efforts $16.8 million in private investment funds and approximately $4.1 million from other funding sources were leveraged.

In addition to our Brownfield services, Stantec has designed splash pads for six downtown parks, completed wetland delineations, archeological studies, and area-wide planning including the University Avenue Corridor and Velp Avenue Corridor AWPs. Both plans involved extensive community outreach activities in conjunction with the City driven by our urban planning team. Not only were these plans completed on time but both under budget. The City has already seen benefits of both of these plans with the addition of Festival Foods, the reconstruction of a challenging intersection along University Avenue, and the renewed interest in vacant properties along both corridors.

Of significance, our team has been working closely with the City for two years on what is now The Shipyard development and surrounding properties to facilitate the redevelopment at this site that is the focus of this Statement of Qualifications. As part of these efforts we have completed Phase I and II ESA's for 17 parcels to facilitate redevelopment and acquisition by the City. We participated in numerous meetings with City officials, WDNR, and other State and Federal agencies to discuss funding options, cleanup alternatives, and redevelopment strategies. We led a public meeting (organized in partnership with the City) to promote redevelopment of The Shipyard and other brownfield sites.

Stantec is excited to take The Shipyard project to the next phase. Combining our local team's extensive experience with the City, with our nationwide experience with waterfront development projects, our CN rail expertise, our ability to engage the community in creative ways, and our experience creating "Signature" recreation spaces, our team is prepared to help the City realize its vision of developing a community that is safe, healthy, connected, and loved. With a Master Service Agreement (MSA) already in place with the City, Stantec will be ready to start work immediately.

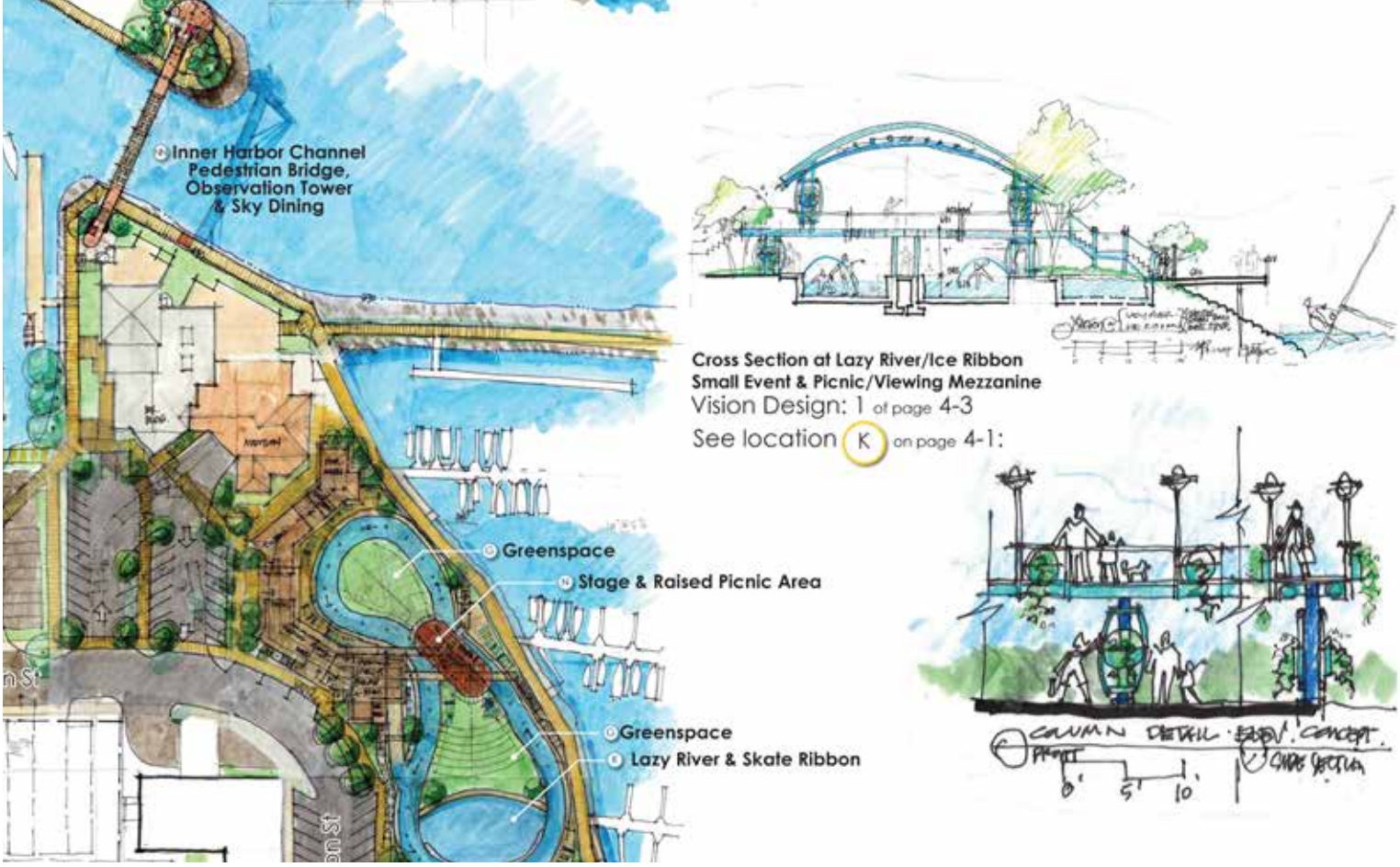
The matrix on the following page demonstrates the extent of our experience addressing components that are key to successfully delivering The Shipyard project to the City. The pages beyond that provide images and detailed descriptions of a few of the projects from our robust project portfolio for your review.

Relevant Project Experience

	Overall		Site Elements		Public Improvement Elements					Signature Facility Elements						
Project Name, Location	Public Engagement	Coordination with Multiple Agencies	Environmental Remediation	Site Grading & Stormwater Management	Railroad Crossings †	Street Improvements	Motorized/Non-Motorized Users	Parking	ADA/Safety Features	Recreation	Entertainment	Multi-Seasons	Waterfront	Playground/Splash Pad	Dock/Launch	Restroom/Shelter Facilities
Lake City Downtown/Waterfront Plan, Lake City, Minnesota	■	■		■		■	■	■	■	■	■	■	■	■	■	
Wausau Riverfront Development, Wausau, Wisconsin	■	■	■	■			■	■	■	■	■	■	■	■	■	
Fowler Lake Shoreline, Oconomowoc, Wisconsin	■	■		■		■	■	■	■	■	■	■	■	■	■	
Cascade Lake Park Master Plan, Rochester, Minnesota	■	■		■			■	■	■	■		■	■	■		■
Plattsburgh Waterfront Plan, Plattsburgh, New York	■	■	■	■			■		■	■	■	■	■	■		■
Navy Pier, Chicago, Illinois	■	■						■	■		■	■	■		■	■
Maggie Daley Ice Ribbon, Chicago, Illinois	■						■		■	■	■	■				■
1101 West Waveland and The Park at Wrigley, Chicago, Illinois	■	■				■			■	■	■	■				■
Colorado Rockies West Lot Development & Hotel, Denver, Colorado						■	■	■			■	■				■
National Railroad Museum, Green Bay, Wisconsin				■				■			■	■				
UW-Madison Student Athlete Performance Center, Madison, Wisconsin				■			■	■	■							
Ice Rink and Fountain at Washington Harbour, Washington, DC		■					■		■	■	■	■	■			■
Project details for the above projects are included on the following pages. The projects listed below are also relevant. Detailed summaries are not included, but can be provided upon request.																
Community Splash Pad Projects, Green Bay, Wisconsin	■			■					■	■				■		
Henderson Riverfront Development, Henderson, Kentucky	■		■				■	■	■	■	■		■			■
Hudson Waterfront Park, Hudson, New York	■	■	■				■		■	■	■	■	■		■	■
Laurel Street/Julian B. Lane Riverfront Park, Tampa, Florida	■			■		■	■			■	■		■			■
Portland Landing, Portland, Maine	■	■	■	■					■	■		■	■		■	■
Sauk Rapids Riverfront Park, Sauk Rapids, Minnesota	■	■	■		■	■		■	■	■	■	■	■		■	■
Box Street Park, Brooklyn, New York	■	■		■					■	■			■			
Bushwick Inlet Park, Brooklyn, New Yrok	■	■		■					■	■				■		
Gentilly Resilience District Blue Green Corridors, New Orleans, Louisiana	■	■		■		■	■	■		■	■	■		■		■
SONO Waterfront, Norwalk, Connecticut	■	■		■		■		■		■		■	■		■	■
East Midtown Greenway, Manhattan, New York	■	■		■		■			■	■	■		■			■
Queen Elizabeth Olympic Park*, London, England, UK	■	■	■	■						■	■	■	■	■		■
Los Angeles State Historic Park*, Los Angeles, California	■	■	■	■						■	■	■	■	■		■
Hunters Point Waterfront Park*, San Francisco, California	■	■	■	■						■	■	■	■	■		■

*Denotes projects performed by key staff prior to joining Stantec

† Stantec has extensive experience with the CN Railroad, including an MSA with CN US Engineering.



Lake City Downtown/Waterfront Plan

Lake City, Minnesota

Lake City Minnesota's business district and marina is just like the Mississippi River it parallels: it is a major economic, civic, recreational, and natural resource to the community -- and a beloved regional destination. Unfortunately, the business district, truly the heart of the community, is separated from the waterfront by Highway 61. And the City struggles with a seasonal economy that peaks during the summer tourist months.

The City knew it needed a Downtown/Waterfront Vision Plan to identify and prioritize improvements to the waterfront and downtown areas and then guide the community as the vision is transformed into reality. Stantec helped the community envision enhanced four-season recreation, improved multi-modal transportation connections, and creative, welcoming identity and branding, woven through extensive conceptual designs.

Stantec started by integrating previous work with extensive public and key stakeholder input, including a well-attended "dotmocracy" event. The result: enthusiasm and early buy-in for a creative plan that unified the waterfront and downtown. Inspiring and exciting design visions, with immediately actionable features and mid- and longer range design concepts, created a theme-based, unified plan. Interwoven in the plan is environmental sensitivity, "best practices" engineering design, cohesive destination and resident amenity experiences, and reinforced branding.

Stantec's team of environmental scientists, civil engineers, grant writers, urban planners, landscape architects, and architects enabled imaginative vision design, funding assistance, and final design and construction administration services to make the visions come to life to revitalize this historic river town and "Birthplace of Waterskiing."

Lake City Downtown/Waterfront Plan, continued

Similarities to The Shipyard

- Design of marina/boat slip features
- Signature destination site
- Waterfront pedestriation space
- Placemaking integrated into engineering
- Numerous stakeholders required extensive public engagement efforts involving public meetings and design charettes
- Integrated stormwater management considerations

Wausau Riverfront Development

Wausau, Wisconsin

Stantec's team of urban planners, landscape architects, engineers, and scientists is working with the City of Wausau to implement public improvements along over 2,200 feet of Wisconsin River shoreline—laying the groundwork for a new regional recreation, entertainment, commercial and residential waterfront destination.

The first design phase provided the framework for this once-in-a-lifetime community project: an ADA publicly accessible pedestrian bridge, boat docks, kayak launches, wharf, nearby kayak launch, multi-use trail system, riverbank restoration, lighting, and site furnishings. The team also "daylighted" a previously navigable stream, which had been hidden within a large diameter storm sewer for years, and enhanced it with an arched bridge and lighted waterfall feature.

More is on the way. The second phase of improvements will include a park and a bathhouse/concession building that will offer an unusual array of attractions for all ages. These amenities will include a paved play and event area: open play and games area; a leaping water fountain and sitting area; climbing rocks, art, and slides; an extensive rubberized accessible play area with large climbing net play structures and other miscellaneous play structures; outdoor exercise "club"; climbing wall; and challenge course. Outdoor art will integrate and enhance all elements.

A Bird's Eye View...

We invite you to view a video that provides an aerial view of the results after the first phase of the project was completed. The file has been saved to this FTP site:
Browser link: https://tmpsftp.stantec.com
Login name: s1001114031
Password: 7858319
Expires: 10/15/2018

Wausau Riverfront Development, continued

Something to Celebrate

This project was recently recognized nationally by the American Public Works Association (APWA) with a **Project of the Year Award**.

"Like many communities across America, reclaiming our urban waterfront is one of the best investments we can make for the future of the City of Wausau," said Wausau Mayor Robert Mielke. "This national recognition from the American Public Works Association is just another milestone in our continued progress and betterment of our riverfront and our city."

This project previously won a National Brownfield Renewal Economic Impact Award, a Professional Design Merit Award from the Wisconsin Chapter of American Society of Landscape Architects (WI-ASLA), and Public Works Project of the Year Award from the Wisconsin Chapter of the APWA.

Fowler Lake Shoreline

Oconomowoc, Wisconsin

Oconomowoc, "where waters meet," is a thriving lake community located just outside of the Milwaukee metropolitan area. The Oconomowoc Parks, Recreation & Forestry Department chose Stantec to redesign the Fowler Lake waterfront, focusing on the natural beauty of the surrounding environment. Their goal? Make this area a downtown destination for community members and visitors alike.

Our multi-disciplinary team of engineers, designers, and environmental specialists created innovative design concepts to help highlight the natural features of the space. They also worked to navigate the sometimes-complicated environmental permitting processes associated with waterfront properties.

Design concepts include a large pier, a boat launch facility, a shoreline boardwalk, a gazebo, and restoration elements. We engaged the community by posting the concepts online and soliciting input through social media. With active community involvement and an enthusiastic steering committee, the community's vision for this lakefront redevelopment has now come to fruition. The design additions, especially the new boardwalk (with bump outs that allow people to stop and enjoy the view) have transformed Fowler Lake into the people's lake.

Fowler Lake Shoreline, continued

Similarities to The Shipyard

- Waterfront pedestrian space
- Placemaking through unique design choices and custom features within budget
- Involved designing around and addressing remediation of on-site contamination on an urban site
- Structural considerations for cantilevered boardwalk
- Coordinate with Wisconsin Department of Natural Resources to meet permitting requirements
- Engaged the community in creative ways

Cascade Lake Park Master Plan

Rochester, Minnesota

When the City of Rochester wanted to develop an end use plan for transforming an active sand and gravel quarry, Stantec created a master plan including trails, fishing piers, boating, a swimming beach, visitors center, playgrounds, and a concert facility to make this under-utilized space a recreational destination for the community and region.

To create a high-quality lake, Stantec envisioned a reconfiguration of existing water bodies, and a realignment of Cascade Creek to prevent nutrient rich agricultural runoff from draining into the new 100+ acre Cascade Lake

After completing the master plan, Stantec was responsible for the design and administering construction of the creek realignment, overflow structure, and fish ladder, approximately two miles of trails with a pedestrian bridge, and a swimming beach. Stantec is currently working on the next phases of the project in the 30-acre southeast portion of the park, including roadways and parking, gateway elements and pedestrian bridges, natural playgrounds, gardens and a garden shelter, and gathering spaces.

Future phases will include a visitor center, performance venue, beach house, and additional trails.

Cascade Lake Park Master Plan, continued

Similarities to The Shipyard

- Created distinct outdoor rooms: garden rooms with opportunities for active and passive recreation or "nodes" (bocce ball and game tables), sensory garden, gathering lawn, exercise lawn and garden shelter, sunken garden with wood deck and platfrom at ponds edge, music and art garden and nature play features to name a few
- Evaluted locations for restrooms, bathhouse and shelter facilities to support park uses
- Universal design considerations
- Consideration for year round use
- Leveraged wetland assets to increase offerings to park visitors

Plattsburgh Waterfront Plan

Plattsburgh, New York

Stantec worked with a committee of business owners, residents and City officials to develop an adaptive reuse plan for the Plattsburgh City beach and the Crate Center.

The plan included the remediation of brownfields, the preservation and enhancement of wetlands, ice skating pond, restored dunes and an improved beach, board walk, great lawn and performance area. Also included in the plan was an introduction to restaurants, retail, museums and a hotel. The plan is part of a larger initiative to promote heritage tourism in the Adirondack Park and Lake Champlain areas.

Plattsburgh Waterfront Plan, continued

Similarities to The Shipyard

- Dock/Marina design and implementation
- Design incorporated brownfield remedial action plan and permitting requirements
- Evaluated site for parking, concessions, restrooms and public gathering spaces
- Consideration for year round use
- Extensive community engagement

Navy Pier

Chicago, Illinois

The waterfront reconstruction of Navy Pier is the result of a national design competition won by the Stantec team. This comprehensive mixed-use renovation and reconstruction of Chicago's historic Navy Pier offers modern amusements and attractions for a new generation of Pier visitors.

The project incorporates a multitude of family activities, including the Chicago Children's Museum, Smith Museum of Stained Glass, IMAX theater, 1,500-seat Skyline Stage, outdoor performing arts venues, specialty shops, boutiques, restaurants, and a Farmer's Market.

At the heart of Navy Pier is a new 60,000 square foot conference center and 170,000 square feet of exhibition facilities. Navy Pier embraces acres of indoor and outdoor parks, outdoor promenades and pleasure boat docks, world-class facilities for conventions and public events, an English Garden, art galleries, and indoor parking for 1,800 cars.

Navy Pier, continued

Similarities to The Shipyard

- Unique/highlighted architectural components
- Waterfront public destination design, placemaking and engineering
- Waterfront permitting
- Considerations for year round use
- Showcase public destination space

Maggie Daley Park Ice Ribbon

Chicago, Illinois

Stantec designed a refrigerated ice ribbon that winds through the park landscape and provides a new winter recreational destination on Chicago's downtown waterfront.

Everyone knows Chicago is a fun regional destination during the summer, but what happens when the Midwestern winter hits? Looking to make Maggie Daley Park an attraction for visitors year round, the Chicago Park District worked with Michael Van Valkenburgh Associates, Inc. with Stantec as the ice consultant to develop a unique vision for the downtown waterfront park.

A quarter-mile ice ribbon (the largest in the US) winds through the park landscape, emulating the form of the adjacent Frank Gehry designed pedestrian bridge. The ribbon features 2-3% grades for additional dimension to the skating experience and blends within the natural contours of the park.

Much of the ribbon is built atop lightweight foam fill to minimize loads on the existing parking structure below the park. Designed for skating from November through March, the system incorporates multiple cooling zones to provide a series of refrigerated segments to relieve stresses induced from thermal movements. In the summer, the ice ribbon transforms to a pathway for circulation throughout the park.

A large centrally located, environmentally friendly refrigeration plant that uses downtown cooling district water for condensing is hidden from view in a mechanical building located within one of three large climbing features used for repelling.

The ice ribbon opened November 2014, park opened in spring 2015.

Maggie Daley Park Ice Ribbon, continued

Similarities to The Shipyard

- Waterfront public destination design
- Placemaking for visitors to the park
- Universal design considerations
- Considerations for year round use

1101 West Waveland and The Park at Wrigley

Chicago, Illinois

Located in the heart of Wrigleyville, adjacent to Wrigley Field and The Park at Wrigley, the Cub's new office building's design team set out to create a building as iconic as its adjacent neighbor, and along the way, established a new town center in a tight and densely populated urban destination.

Typically, at season's end when the referee blows the final whistle and the athletes and fans go home, professional sports stadiums become largely forgotten places. Except for a concert here and there, they're under-utilized spaces, but not without their attraction. The iconic marquee at Chicago's Wrigley Field remains one of the most popular places in the Midwest to take a selfie—even in the dead of winter.

In many locales, however, city planners, owners and fans are asking more of our professional sports stadiums. The impetus for creating mixed-use entertainment complexes complementary to the stadiums has much to do renewed interest in the cultural life of cities and the desire for owners and developers to invest in these neighborhoods to bring long-term revenue outside these popular venues. There's great value to owners in creating places that are much more fully utilized.

At Wrigley Field, we've created a mixed-use entertainment district that comes alive for 80+ home games, but also switches on the surrounding neighborhood for the other 285 days a year.

1101 West Waveland & The Park at Wrigley, continued

Similarities to The Shipyard

- Architectural features integrated into public spaces
- Extensive stakeholder and public engagement process resulting in a spotlight project for the City of Chicago
- Placemaking for year round visitors to the park
- Showcase public destination space

Colorado Rockies West Lot Development & Hotel

Denver, Colorado

The Colorato Rockies West Lot Development set the vision for a vibrant ballpark district in one of the last undeveloped parcels of land in downtown Denver.

Sports fans and the residents of Denver are increasingly looking for an enriched experience when spending their entertainment dollars. Recognizing this desire, the Colorado Rockies Baseball Club reached out to our team to develop a long-term vision and master plan to create a vibrant new urban space adjacent to Coors Field where families, fans and residents can linger, talk, celebrate, and appreciate the uniqueness of their community.

Located in Lower Downtown Denver (LoDo), the West Lot connects the ballpark to a neighborhood that has dramatically transformed itself into a vibrant downtown precinct over the past 20 years with direct access to Union Station and RiNo district, making it a critical urban connection point.

The master plan is centered around a public plaza, creating an urban experience that acts as a gateway to Colorado and the Rockies franchise. A new Rockies Hall of Fame and public gathering spaces combine with urban retail and restaurants, multi-family residential development, hotel, and office spaces to create a rich urban fabric which promotes and enhances pedestrian connectivity and creates a sense of place through environmental graphics, intuitive wayfinding, art, landscape, and iconic, interactive technology features.

The plaza will become a pre- and post- game gathering place for Rockies fans. But beyond baseball, it will serve as a new “outdoor room”, a year-round destination that can host neighborhood concerts, festivals, and other public activities. The development will be the first place where locals bring visitors for an iconic Denver experience—one that celebrates the region’s environment as a world class extension of Coors Field’s successes and the LoDo community.

Colorado Rockies West Lot Development & Hotel, continued

Similarities to The Shipyard

- Showcase public destination space
- Placemaking for year round use
- Architectural features integrated into the public space
- Pedestrian friendly features
- LEED design considerations

National Railroad Museum Master Plan

Green Bay, Wisconsin

Stantec and our partners Berners-Schober Associates, Inc. recently completed a Facilities Master Plan for expanding the National Railroad Museum in Green Bay, Wisconsin. The museum attracts over 80,000 visitors annually and is one of the largest rail museums in the United States.

The Master Plan provides for a significant new exhibit hall in the form of a half-round house with a rolling stock turntable. Additional space is also planned for every component of the museum, including the theater, gift shop, administration, education and conservation space, other visitor support facilities and much needed storage. When completed, the Museum will also be able to host two large special events simultaneously in its exhibit halls. Site improvements include additional parking for visitors and a comprehensive landscaping design to enhance a track for visitors to ride trains assembled from the Museum's 75 pieces of rolling stock.

National Railroad Museum Master Plan continued

Similarities to The Shipyard

- Public destination space
- Placemaking integrated into engineering
- Expert team of architects and engineers on this project is the same team proposed for The Shipyard
- Sustainable integrated design approach

Berners-Schobert Associates

UW-Madison Student Athlete Performance Center

Madison, Wisconsin

Our team designed $82 million in improvements to facilities for the student athlete at Camp Randall Stadium. Elevating the quality of the student-athlete experience at the University of Wisconsin.

The Stantec and Berners-Schober & Associates team was challenged to design the new Student-Athlete Performance Center (SAPC) to elevate the University of Wisconsin's standing as one of the finest intercollegiate athletics programs in the country. The project was complex--a multi-phased renovation-expansion to be integrated with existing facilities without disrupting the scheduling of varsity practices or football games.

Following an intensive site analysis, our solution would incorporate new training facilities, locker rooms, and other athlete-support facilities within a compelling addition to Camp Randall Stadium and renovated space under the nearby indoor varsity training field house, known as the McClain Center. Additionally, the project includes a new tunnel to the stadium floor for the football team, as well as a scoreboard, artificial turf, and a translucent roof for the McClain Center.

New academic classrooms, labs, and faculty offices were developed behind a curved, three-story addition to Camp Randall. Rendered in brick, stone, and steel, with an arcaded façade modeled after a classic arena, the academic center communicates the primary importance of learning to students and parents.

UW-Madison Student Athlete Performance Center, continued

Bemers-Schoberf Associates

Similarities to The Shipyard

- Expert team of architects and engineers on this project is the same team proposed for The Shipyard
- Integrated site and architectural design
- Facility design for public/private use
- State of the Art World Class Facility

Ice Rink and Fountain at Washington Harbour

Washington, DC

Stantec designed a unique removable ice rink and show fountain as an attraction to bring new visitors to the Washington Harbour area.

When MRP Realty took on the task of revitalizing the Washington Harbour area of Washington DC, they wanted to breathe new life into the area, including new office spaces, restaurants, hotels, new landscaping, and interactive attractions. Stantec was brought on to design a unique attraction to bring visitors to the area – an outdoor ice rink that functioned as an ice rink in the winter and a show fountain in the summer. We were selected for our unique experience in both aquatic and ice projects.

Working on a very tight schedule, and working on a site with drainage issues due to its proximity to the Potomac River, we were able to customize the design and create a successful and unique project for them, all while operating with the facility still open.

We developed a very unique removable ice rink and show fountain that provided the wow factor the client was looking for. The client's goals were met, with user turnout for the ice rink much higher than they had projected for the first year. The facility brought in new crowds to area restaurants and bars, and generated a lot of media coverage.

Ice Rink and Fountain at Washington Harbour

continued

Similarities to The Shipyard

- Interactive destination attraction
- Placemaking for year round visitors
- Addressed stormwater management concerns

Key Personnel Qualifications

Project Team Organization

You might recognize several of the names on this chart as they have worked on projects for the City of Green Bay, and live in or near the City. Several others might not be local, but they have an affection for your City–home of the Green and Gold.

Redevelopment Authority of the City of Green Bay

Principal-in-Charge
Kevin Kimmes

Project Manager
Mike Bach

Site Improvements

ENVIRONMENTAL COMPLIANCE/ REMEDIATION & SITE FILL

Environmental Lead
Lynelle Caine

Brownfield Compliance Lead
Rick Binder

Floodplain Fill Lead
Matt Clementi

Environmental Support
Jeff Brand
Evan Weber

Public Improvements

CIVIL ENGINEERING / INFRASTRUCTURE

Stormwater Management
Aaron Volkening
Jared Schmidt (REL)

Infrastructure/Parking Lots
Michelle Garrigan
Matt Clementi

Public Infrastructure-Roads
Jared Schmidt (REL)
Aaron Breitenfeldt (REL)

Survey
James Westerman (REL)

CN Railroad Specialist
Ryan Raske

The Shipyard

WATERFRONT VISIONING EXPERTS

Marine/Docks
Harold Westerman

Brownfield Redevelopment
Elias Rashmawi

Landscape Architecture/ Placemaking
Amy Seek

SITE DESIGN

Landscape Architecture
Todd Wichman
Sarah McDonald

Aquatic/Ice Facilities
Jim Maland

Green Infrastructure/ Permitting
Bernadette Callahan

Waterfront Permitting
Jon Gumtow

Civil Design
Aaron Volkening

Structural
Jan Hansen

Lighting
Mike FitzPatrick

Electrical
Chuck Oehrlein

FACILITY DESIGN

Architecture
Andy Pigozzi
William Ketcham

Architect of Record
Ian Griffiths (BSA)

HVAC
Matt Veriha (BSA)

Electrical
Michael Leibham (BSA)

Plumbing/Fire Protection
Bob Van Lanen (BSA)

PUBLIC ENGAGEMENT

Beth Elliott
Sarah McDonald
Lynelle Caine
Phil Carlson

Team Members
BSA=Berners-Schober Associates Inc.
REL= Robert E. Lee & Associates

Michael
Bach
PE

Project Manager

Mike's role as a project manager is to represent Stantec in a professional manner and to deliver quality projects to our clients. A mentor for staff in civil and environmental engineering, Mike relies on his attention to detail, follow through, emotional intelligence, and communication to set him apart—whether he's guiding our teams or interfacing with clients. Mike brings more than 11 years of experience in environmental and civil engineering, site assessments, site developments, entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

Kevin
Kimmes
PE

Principal-in-Charge

Kevin has more than 19 years of engineering experience that have encompassed a broad range of technical challenges. Kevin's municipal engineering projects have included reconstructing and developing new street, sewer, water and stormwater quality and quantity systems. Serving as a city/town engineer for various municipalities in Wisconsin and Minnesota, Kevin has made significant revisions to ordinances and design standards to position these communities for success. Kevin's experience includes managing multiple design projects, as well as reviewing private development construction. His technical engineering background is complemented by his ability to communicate effectively with people in a friendly, businesslike manner. Kevin also brings strong familiarity with innovative construction products such as geosynthetic grid and geotextiles, and understands how they can applied to deliver cost-effective projects.

Lynelle
Caine

Site Improvements: Environmental Lead & Public Engagement

Lynelle has more than 24 years of professional experience as an environmental consultant, which includes the past six years as the brownfield Project Manager for the City of Green Bay. As a senior project manager, Lynelle has completed property assessments, investigations, remediation, and demolition at numerous complex petroleum and hazardous substance brownfield, industrial, commercial, landfill, and other sites in Wisconsin. These projects were performed under multiple regulatory programs including US EPA Region 5, Wisconsin Department of Natural Resources (WDNR), and the WDNR voluntary party liability exemption (VPLE) program. She has been instrumental in securing grants funds for local government units and private developers, being the primary grant writer and project manager under multiple brownfield grant programs including the US EPA assessment and area-wide planning grants, WDNR's Ready for Reuse program, multiple WDNR State lead funded sites, and the Wisconsin Economic Developments (WEDC) SAG and Brownfield Redevelopment programs. Her experience with redevelopment of historic fill sites, waste characterization, and obtaining exemptions to beneficially reuse impacted media on and off site has resulted in significant cost savings to developers and municipalities keeping redevelopments moving forward on time and within allotted budgets.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Rick
Binder
PG, CPG

Site Improvements: Brownfield Compliance Lead

Rick is a professional geologist with 30 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, telecommunication, public utility, solid waste and aviation sites. His work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, petroleum pipeline and aboveground/underground storage tank management, and landfill services. Richard has also designed and implemented soil, sediment, groundwater and soil vapor remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Wisconsin, Illinois, Indiana, Michigan, Iowa and Minnesota regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and US EPA Brownfield regulatory and grants programs.

Matt
Clementi
PE

Site Improvements: Floodplain Fill Lead & Public Improvements: Infrastructure / Parking Lots

Matt serves as senior project manager and senior project engineer in Stantec's Mequon, Wisconsin office. A registered professional engineer in Wisconsin and Illinois, Matt brings more than 30 years of experience on a wide variety of municipal and private development projects. His municipal expertise includes roadways, bridges, pavement management, transportation, stormwater, utility and site engineering. He has also coordinated stormwater management projects and performed flood analysis projects throughout his career.

Aaron
Volkening
PE

Public Improvements: Stormwater Management & Shipyard: Site Design—Civil Design

Aaron applies a broad mix of experience, theory, and technology to water resources planning and design. For more than 18 years, he has been applying tools such as geographic information systems and hydrologic and hydraulic models to watershed, stormwater management, and infrastructure planning. Aaron's design experience includes detention ponds, channels and streams, bridge and culvert crossings, storm sewers, and other infrastructure. He has worked extensively with regulatory compliance requirements in the areas of stormwater quantity and quality, navigable waterways, and floodplain management. With a technical background that includes graduate research in hydrology and hydraulics and university teaching in water resources related subjects, Mr. Volkening has hands-on experience in measuring and analyzing real water resources data in areas such as rainfall-runoff relations, stream gaging, and laboratory hydraulics.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Jared
Schmidt

PE

Robert E. Lee & Assoc.

Public Improvements: Stormwater Management

Aaron applies a broad mix of experience, theory, and technology to water resources planning and design. For more than 18 years, he has been applying tools such as geographic information systems and hydrologic and hydraulic models to watershed, stormwater management, and infrastructure planning. Aaron's design experience includes detention ponds, channels and streams, bridge and culvert crossings, storm sewers, and other infrastructure. He has worked extensively with regulatory compliance requirements in the areas of stormwater quantity and quality, navigable waterways, and floodplain management.

Michelle
Garrigan

PE

Public Improvements: Infrastructure / Parking Lots—Local PM

Michelle is a design project manager with 25 years of experience in highway/roadway design and project management. Her experience includes managing corridor studies, coordinating communications with agencies, utilities, and railroads, preparing environmental documents, public involvement, preparing roadway and bridge plans, reviewing right-of-way plats, preparing design study reports, and PS&E documents. She has led rural and urban roadway design projects, roundabouts, projects involving rails to trails, highway expansion, historical impacts, and extensive public involvement. In addition, Michelle has been responsible for the project development process from preliminary contract negotiation to planning, design, and bid letting.

Aaron
Breitenfeldt

PE

Robert E. Lee & Assoc.

Public Improvements: Public Infrastructure—Roads

Aaron is a design engineer for various commercial, industrial, and residential site plan designs. Design work includes developing the layout of proposed improvements and providing detailed utility plans, grading plans, and erosion control plans. Storm water management plans are also generally required. Design of storm water management plans includes the analysis of existing and proposed drainage basins, land uses, site specific soils, and storm water conveyance features. Permitting and coordination with local municipalities and state and federal agencies is generally also required. Aaron has extensive experience with projects in the Green Bay area.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

James
Westerman

PLS

Robert E. Lee & Assoc.

Public Improvements: Survey

James is a professionally trained and licensed land surveyor with a variety of legal and construction survey experience. His work has covered: construction staking, topographic surveys, right-of-way plats, FEMA surveys, boundary surveys, subdivision platting, aerial control surveys, cadastral surveys, and as-built surveys. He has performed the following services in the Green Bay area: right-of-way surveys for WPS-South Broadway, and the Village of Hobart; FEMA surveys for McDonald Lumber and Renco Machine; construction staking for Festival Foods; topographic survey for STH 32; and ALTA/land title surveys for Tadych Investment Partners.

Ryan
Raske

PE

Public Improvements: CN Railroad Specialist

Ryan is a civil engineer and project manager with experience in the design, planning, and production of various transportation projects including rail yard, and siding, and inter-modal facility grading and drainage. He offers experience with project management, design management and design of small to large commercial and industrial projects. He has also worked with many local, state, and federal agencies throughout the United States pertaining to permitting and jurisdictional accommodation. Ryan has experience collaborating closely with CN staff on railway design projects through tasks assigned under our MSA with CN US Engineering. He has access to the appropriate contacts to assist the design team with preparation of plans, submission of plans, coordination of submittal reviews and interchange of information about the project.

Harold
Westerman

P. Eng.

The Shipyard: Waterfront Visioning - Marine/Docks

Harold has over 30 years of experience providing planning, design, construction and project management services for a variety of port and maritime infrastructure projects throughout North America and internationally. These projects have included cruise ship terminals, container ports, dry bulk facilities, LNG terminals, marinas and public waterfront developments. As a project director and senior project manager, Harold has been responsible for conceptual, preliminary and detailed design of port infrastructure, securing regulatory permits through a variety of local and federal agencies, tendering and full construction supervision and contract administration services. As a recognized port planner, Harold has conducted operational analyses followed by port and terminal master plans for numerous container, cruise, auto, bulk and LNG facilities with his expertise being recognized as a guest lecturer on the topic of shipping and port planning. His master plans include those for the ports of Vancouver, Montreal, Prince Rupert and Sept-Iles, and several new and proposed terminals including the Fairview container terminal in Prince Rupert, BC, Hochelaga and Contrecoeur container terminals in Montreal, QC, Deltaport Berth 3, Webb Dock East container terminal in Melbourne, Australia, Chala iron ore terminal in Peru, Pointe Seraphine cruise terminal in St. Lucia and the Hilo and Kawaihae multi-purpose ports in Hawaii.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Elias
Rashmawi
ENV SP

The Shipyard: Waterfront Visioning - Brownfield Redevelopment

Elias is a leading brownfield development strategist and practitioner with several landmark projects completed in his more than 30 years of experience. He has a strong understanding of the complexities involved in transforming blighted properties into their best and highest uses. As leader of Stantec's Brownfield Sector in North America, Elias is serving private developers, public entities, and Fortune-100 industrial corporations. He has led numerous complex redevelopment projects, including the largest brownfield infill site in the US, the Sacramento Rail Yard. He is an experienced remediation and infrastructure program manager and an accomplished surface water and groundwater modeler. He has completed many hydrologic studies in California's Central Valley and for various infill urban developments to design and control subsurface conditions. Elias is an expert in risk-based remediation approaches and regulatory negotiations to achieve develop-able land under challenging contamination conditions. He is a frequent speaker at redevelopment conferences and asset disposition strategy training meetings for Oil & Gas and Power & Energy companies.

Amy
Seek

The Shipyard: Waterfront Visioning - Landscape Architect/Placemaking

Amy is a Design Director with over a decade of experience in landscape architecture and a focus on large scale public parks, event spaces and urban landscapes. Her prior positions included serving as co-Director of Wayward London, an art-architecture-landscape studio in the UK; as a project manager for Verdant Gardens Design, a design-build studio in New York City; and as an Associate Designer at Hargreaves Associates, where her projects included the Google Headquarters in Mountain View, Queen Elizabeth Olympic Park, and Los Angeles State Historic Park. While at Hargreaves, Amy collaborated with environmental justice organization ArcEcology on an initiative that won the Award of Excellence in Analysis and Planning from the American Society of Landscape Architects in 2007. She maintains an interest in urban agriculture and food policy as they bear on community resilience and sustainability. Amy has been published in the New York Times and Vogue, and her first book was released in 2015.

Todd
Wichman
FASLA, PLA

The Shipyard: Site Design - Landscape Architecture

Todd Wichman, FASLA, PLA brings more than 30 years of experience in landscape architecture and urban design with diverse planning and design experience in both the public and private sectors, and is a respected peer within the landscape architecture community. Todd is a licensed landscape architect in Wisconsin. Todd is currently working on a $10 million multi-use sports facility for the City of Maple Grove, MN and is lead designer of the synthetic turf athletic fields that will accommodate football, soccer and lacrosse. Todd's recent streetscape work includes projects in the Minnesota communities of St. Cloud, New Hope, Cottage Grove, and Cold Spring.

Todd worked on the Green Bay Velp Avenue Areawide Plan as lead designer of the transformative opportunity site designs for select brownfield sites; the Village of Wausaukee Hwy. 141 streetscape improvements; and the City of Wausau Riverfront Redevelopment along the Wisconsin River. While working with another firm, Todd was also project landscape architect for Bayport High School in the Howard Suamico School District, the project included high school and athletic facility planning and design. Todd is a native of Appleton.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Sarah
McDonald
PLA, CLARB, ASLA

The Shipyard: Site Design - Landscape Architecture Public Engagement

Sarah has a passion for designing spaces that improve the relationship between people's quality of life and the built environment. Her professional experience spans the realm of urban design, landscape design, and green infrastructure for a wide range of project markets. She has extensive experience with fun and creative in person and online public engagement including assembling visually compelling presentations and poster announcements, stakeholder interviews, community surveys, social media, project websites, design workshops and charettes, visual preference surveys, public open houses and information meetings with meaningful activities and pop up events.

Sarah served as a Member-at-Large and Public Relations and Communications Chair, and will be serving as President-Elect (and then President) for the Wisconsin Chapter of the American Society of Landscape Architects. In her role as PR and Communications Chair Sarah directs the development of content for the organization's website, social media platforms, newsletters and printed materials for their spring conference and professional advocacy efforts. Sarah also serves on the National PR and Communications Committee.

Jim
Maland
PE

The Shipyard: Site Design - Aquatic/Ice Facilities

Jim is a Senior Associate with Stantec's Sports Group, which provides planning, design and construction administrative services for specialty ice, aquatic, and fountain consulting throughout North America. Jim has led the development of numerous award-winning facilities such as the ice skating ribbons at Canal Park in Washington DC, Maggie Daley Park in Chicago, Central Park in Maple Grove. Many of his projects feature design elements for all seasons and include both ice and interactive water features that attract activity and revenue generation year-round. With more than 300 ice, aquatic, and fountain projects under his belt from coast to coast, Jim is one of the most sought-after recreational facility design experts in the country. Jim regularly presents insights into his expertise at many national conferences including those of the National Recreation and Park Association, American Society of Landscape Architects, Athletic Business, and the Winter Cities Conference in Edmonton.

Bernadette
Callahan
PE

The Shipyard: Site Design - Green Infrastructure/Permitting

With thirteen years of experience, Bernadette has focused much of her attention on urban land development, permitting, and stormwater management design. Bernadette is especially knowledgeable with respect to the application of green stormwater infrastructure in various types of urban and suburban settings. Since its inception in 2011, Bernadette has led the Stantec team in our work with the City of Philadelphia Water Department "Green City, Clean Waters" Program. "Green City, Clean Waters" represents the largest green stormwater infrastructure program ever envisioned in this country, with a 25-year investment of $2.4 billion from the Philadelphia Water Department and Pennsylvania Environmental Protection Agency. The program outlines Philadelphia's long-term plan for the reduction of combined sewer overflows through investments in green stormwater infrastructure.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Jon
Gumtow
PWS, PSS

The Shipyard: Site Design - Waterfront Permitting

Jon is a professional wetland scientist (PWS) and a licensed soil scientist (PSS) in Wisconsin specializing in soil and wetland science and restoration ecology. Mr. Gumtow has 25 years of professional experience working with the Wisconsin Department of Natural Resources (WDNR) Wildlife Management Division, the USDA soil survey mapping program, as well as extensive environmental consulting experience as a field scientist and project manager. Mr. Gumtow has an understanding of the technical and regulatory aspects of environmental projects and is highly respected by regulatory personnel. His experience includes: Wetland investigations and permitting; Regulatory permit compliance; Wetland mitigation design and monitoring; Biological surveys; Natural resource and habitat restoration plans; Project facilitation and collaboration; and, National Environmental Policy Act documentation (EA/EIS).

Jan
Hansen
PE

The Shipyard: Site Design - Structural

Jan has 30 years of experience in the design, evaluation, and construction of bridges, dams, buildings, retaining walls, and box culverts. He has strong technical structural qualifications with management, negotiation, communication, and leadership skills and an understanding of how to successfully complete projects for clients. Jan has worked on numerous pedestrian bridges as part of community park and trail improvements projects throughout the midwest. His experience also includes concrete substructures, pile foundations, drilled shafts, earthen embankments, seawalls, boardwalks, and wharf structures.

Mike
FitzPatrick
PE, LC, IES

The Shipyard: Site Design - Lighting

Mike specializes in lighting and control system design, and electrical drafting and design. He is also proficient in electrical drafting, and power and distribution systems design, emergency power and distribution systems, fire alarm and detection systems, closed circuit television systems (CCTV) security system, and card access systems for various project types including multi-story buildings, mixed use buildings, roadways, sports arenas, athletic complexes, landscapes, commercial offices, boardrooms, water/wastewater and aquatic facilities, fire stations, city halls, ice arenas, and libraries. His responsibilities include project layout, preparing detail design drawings and specifications for electrical segments of the projects, shop drawing review, and site observations, such as preliminary inspections and final inspections. Mike has worked on a variety of recreational/community projects including parks, splash pads, and sports fields, as well as parking facilities.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Chuck
Oehrlein

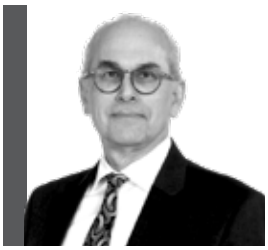
The Shipyard: Site Design - Electrical

Chuck has been with Stantec since 1987 serving as an Electrical Engineering Technician and Project Manager. His primary responsibilities include project management, writing specifications, preparing plans using CAD, and electrical construction inspection. Primarily Chuck designs electrical and control systems for water and wastewater facilities and related generator design, and Supervisory Control and Data Acquisition (SCADA) Systems. Chuck also has over 25 years of experience with lighting design, conducting energy audits, and designing security card access, CCTV systems and fire protection systems.

Andy
Pigozzi
AIA, LEED AP

The Shipyard: Facility Design–Architecture

Following in his father's professional footsteps, it's no wonder that Andrew Pigozzi chose the path that he did. As a an experienced architect, Andy has shaped his career by fostering design excellence and focusing on team collaboration. His project management and business development expertise bring design satisfaction to education, municipal, and sports and recreation clients. Andy was a key member involved in the Wrigley Field renovation. His attention to detail, proportion, and material helped modernize and restore the 100-year-old landmark structure. The project was designed to ensure that every moment, from arrival at the park to the final play, connects fans and players to the sport's history and the unique experience of the friendly confines. Boasting a love of the outdoors, Andy's favorite part of living in Chicago is the proximity to Lake Michigan. He also enjoys exploring the National Parks as often as possible. After serving 6 years on the School Board, Andy currently serves on the City of Evanston Plan Commission, helping to determine the new building requirements of the city—shaping the community around him.



William
Ketcham
AIA, LEED AP

The Shipyard: Facility Design–Architecture

Bill has practiced architecture in Chicago for over forty years, following his graduation from the University of Kentucky. He has successfully completed a broad range of Architecture, Interior Design, Planning, Adaptive Re-use and Preservation projects. Since joining Stantec in 1999, he has been a firm leader in serving clients with award-winning design in the Higher Education, Multi-Family Residential, Entertainment and Cultural markets. As a senior designer, he embraces the challenges of all projects. As a LEED Accredited Professional, Mr. Ketcham brings a strong commitment to sustainability in his collaborations with clients.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Ian
Griffiths

AIA, RIBA, LEED AP BD+C

Berners-Schober & Assoc.

The Shipyard: Facility Design - Architect of Record

Ian has experience with municipalities and government agencies including local, state and federal clients. As a project manager, he is comfortable with coordinating multidisciplinary design teams on multi-phase projects. Ian has a natural aptitude for diving into and probing a problem to find the best solution. He was the project manager key projects for the University of Wisconsin - Oshkosh and Madison campuses.

Matt
Veriha

PE

Berners-Schober & Assoc.

The Shipyard: Facility Design - HVAC

Matt is a mechanical engineer and firm treasurer who has been with Berners-Schober since 1995. He specializes in HVAC design, with a focus on optimization of energy efficiency payback. Matt strives for dependable and sustainable systems with user-friendly interfaces. Post-occupancy, he becomes a valuable resource with his intimate knowledge and detailed memory of facility systems designed.

Michael
Leibham

PE

Berners-Schober & Assoc.

The Shipyard: Facility Design - Electrical

Mike is an electrical engineer who joined Berners-Schober in 2002 with 25 years of experience in the electrical engineering field. He oversees the electrical department, working in all building types. Mike has managed numerous electrical projects for education based projects. Mike's experience includes lighting, lighting controls, power distribution, telecommunications, fire alarm, security, and sound systems.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design

Bob
Van Lanen
RD
Berners-Schober & Assoc.

The Shipyard: Facility Design - Plumbing/Fire Protection

Bob is a plumbing and fire protection designer, responsible for code compliance, specification writing and coordination. He has been with Berners-Schober since 1987 and draws from a diverse range of project types to help design teams find the best plumbing related solutions. Bob's plumbing design experience includes medical gas system design, piping, specialty systems, storm water, sanitary and facility planning.

Beth
Elliott
AICP

Public Engagement

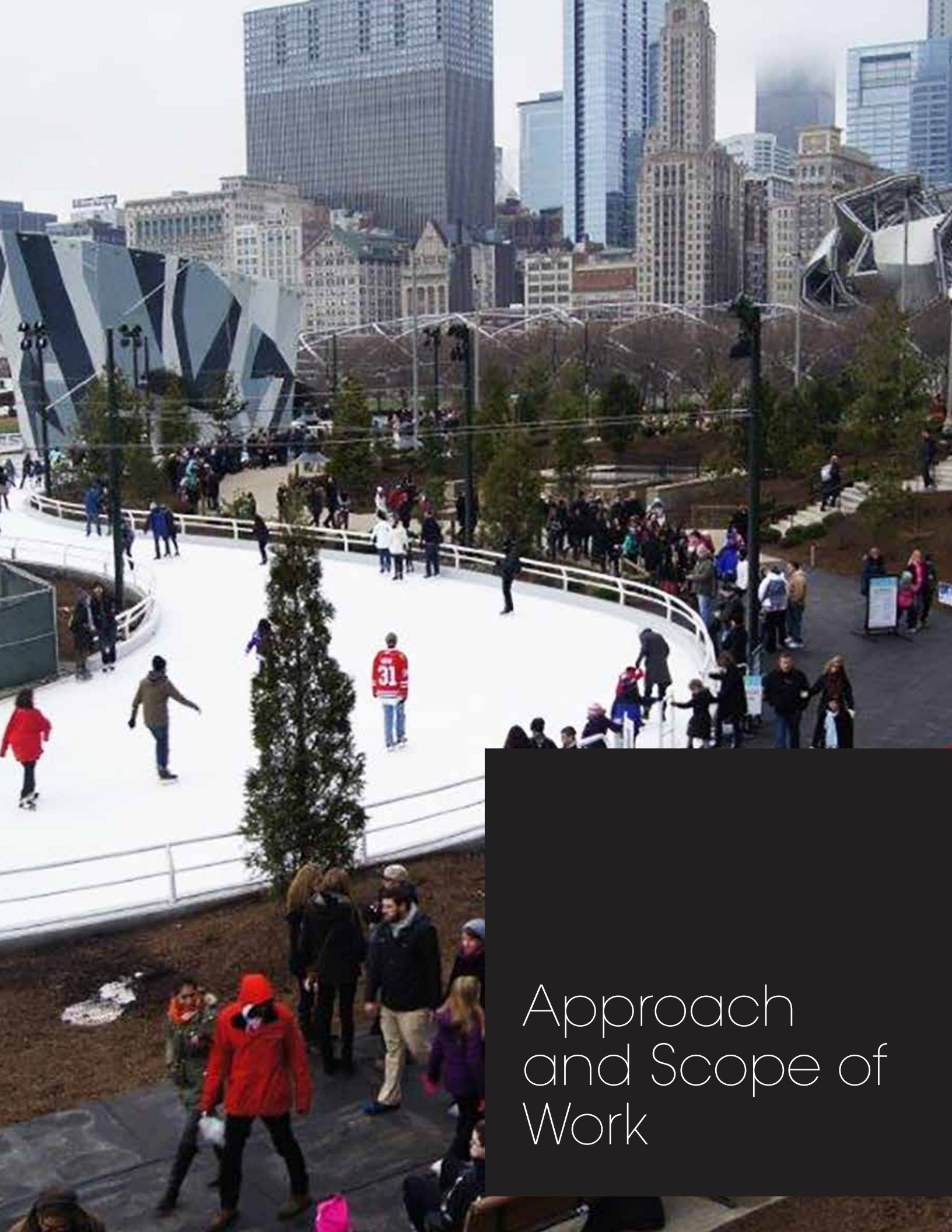
Beth is an urban planner with proven experience managing complex short- and long-term projects of regional significance related to comprehensive planning, community revitalization, zoning and other regulatory frameworks, capital and facilities planning, transportation planning, transit-oriented development, downtown in-fill redevelopment, urban design, historic preservation, contract management, and public participation methods. She also has expertise in writing, reviewing, and acquiring grants and with developing effective community engagement strategies for diverse stakeholder groups. Beth is known for her collaboration and communication skills among elected officials, community members, developers, and businesses to advance projects.

Phil
Carlson
AICP

Public Engagement

In many communities, on numerous projects, Phil has developed communications and outreach plans to engage stakeholders. This includes meeting facilitation using standard techniques such as SWOT exercises, visioning exercises, visual preference surveys, and prioritization techniques. When developing the master plan for City of Marshalltown, Iowa he used his fluency in Spanish to work with a focus group from the large Hispanic community. He has done targeted business community forums, as well as meetings with classes of school children. He has facilitated numerous design charrettes and is also trained in the innovative Open Space Technology facilitation approach. Phil worked with the City of Green Bay on the Velp Avenue Area Wide Plan.

Overall Responsibility | Site Improvements | Public Improvements | Shipyard Design



Approach and Scope of Work

Project Approach

The Shipyard project promises to be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination of recreation and tourism.

As industry vacates our oldest piers and ports throughout North America, these places are being reclaimed for public access and open space, spurring economic development, increasing community interaction, active and healthy lifestyles, and fulfilling our human desire to touch the water. Through turning the page on The Shipyard's rich history, a new park and open space network will tell the stories of the past and create the stories of the future.

As a partner with the City of Green Bay, our team will create opportunities for a unique park experience by weaving together place, story, and infrastructure. From the scale of the community context to the scale of landscape details, we recognize the importance of a holistic approach to design. Our process is based on a clear understanding of each site and the specific issues influencing the project.

One critical aspect of the re-imagination of The Shipyard is the recognition of its variety of contextual influences. While the park must have cohesive and distinct character, the response to local influences should be reflected and incorporated into the program and story of the park.

We believe in experience-based design that not only reveals and optimizes the essence of a place but exposes the interconnectedness of that place to the present, as well as the future. We believe that parks such as The Shipyard should inspire creativity, activity, thought, and pride and must also be fun! And, most importantly, the park must improve the quality of our lives. With today's worldwide focus on urbanism and sustainability, our public spaces and parks are being required to provide more than previously imagined. Our team has partnered with municipalities with the vision to invest in public spaces to help them achieve the right blend of social, economic, health and environmental benefits. These places must be crafted and constructed as an investment in the future which will guide the development of a community in a way that can be sustained well into the future.

We believe that the most successful parks and public places:

- Serve the specific needs of the community;
- Are built to be easily maintained and evolve over time;
- Fit the context and utilize existing assets;
- Offer enriching and all-inclusive programming;
- Tell a story about a place and time;
- Become a major brand component of a City;
- Are flexible to accommodate a variety of activities;
- Are beautifully designed/aesthetically pleasing; and
- Are environmentally and economically resilient.

Components of The Shipyard

The Shipyard experience will be made up of many programmatic components. The following paragraphs begin to illustrate these and how they might define character and re-imagined spaces of The Shipyard.

National Destination

The program for Phase I includes complimentary passive recreation amenities. The creative integration of these amenities along the dock will influence aesthetics and the connectivity between activity spaces will influence appeal and recreation value of the place as a destination. Access to multiple fishing spots, walkways that open to views and vistas, integration of native plant species for wildlife attraction, and use of lighting may support an array of passive recreation activities that may be enjoyed year-round. Integrated within may be a series of interconnected multi-use spaces that may host concurrent events or activities or, combined, a larger single event.

> Through turning the page on The Shipyard's rich history, a new park and open space network will tell stories of the past and create stories of the future. As a partner with the City of Green Bay, our team will create opportunities for a unique project experience by weaving together place, story, and infrastructure.

We envision a sequence of events, programmable and passive multi-purpose recreation spaces. Summer concerts, a fall harvest festival, a winter destination with skating and ice sculpture festival, access to an urban beach, recreational boating and tours – all accessible by foot.

Multiple Uses

Fundamental to all great public parks is the creation of a variety of spaces, and functions within the overall place that when experienced in part, or in whole, leaves the visitor with a rich and meaningful experience.

Our goal is to create a plan that allows all to coexist so that one play experience does not compromise the other, and that use of the public space is highly flexible. Park settings must be for all to enjoy and it is imperative that the new facilities appeal to visitors of all ages, interests, and abilities. Neighbors should also reap the benefit of having the park next door.

Storytelling and Brand

The Green Bay region and The Shipyard are both rich in history which must be fully expressed. Our team brings alive the stories of the past and weaves these into the present. Our team has expertise to distill and synthesize historical and cultural influences to be a fundamental component of the design. This starts at the very beginning of the project and informs every decision that we make. We also create branded experiences and places that can generate revenue in addition to increasing park visitors.

Approximately three quarters of a mile round-trip with a few stops along the way set the stage for a public relations campaign for the reclaimed Green Bay Shipyard. Branding will help build identity for the new waterfront open space attraction.

Riverwalk, Calgary, Alberta

Materials
Creative uses of construction materials must be detailed and crafted in a manner which is consistent with regional influences, yet also demonstrates a unique and progressive vocabulary. Hardscape materials must be appropriately used to address large numbers of people yet be comfortable and scaled appropriately to interest individuals at a personal and tactile level. Local and regional artwork will strengthen the character of the park and showcase the craftsmanship and creativity of the surrounding community.

Reflective Spaces
Relics and artifacts integrated into the design will commemorate the site's history and provide elements of surprise and education throughout the landscape. Relics and historic Shipyard architecture may also provide inspiration for new recreation components, perhaps ship parts or shipping themes could inspire the playground and splash pad play/environments.

Active Spaces
The multi-purpose soccer field and bleachers, container park, concessions building, playground, splashpad and urban beach will activate the space in the summer months. Car-top boat launching, kayak and canoe rentals, and fishing locations with appropriate amenities (bait tables, cleaning tables, water service, waste disposal stations) will activate the space in the shoulder seasons of Fall and Spring, and even in the winter for the hardy fisherman. Ice fishing is extremely popular and The Shipyard could be an ideal access point to the Fox River and Green Bay with amenities to serve fishing enthusiasts. An ice-ribbon or rink could also prove to be an amenity integral to 4-season use.

It has to be fun!
Vendors, concessionaires, boating enthusiasts, a commercial boating enterprise, and others may establish on the site, each providing a valued service to the visiting public, contributing to the vibrancy of the space and recreation enrichment. Shoreline and water access in any capacity — people-watching, sun worshiping, lounging, fishing, strolling, open air events, eating, and nature observation — are key attractions. Every visitor should find multiple opportunities to enjoy The Shipyard from season to season, with emphasis on variety, experiencing something new, excitement, and pure fun.

Green
Landscape contributes to the human comfort and spatial definition of the park. It is a living and evolving system that marks seasonal changes and contributes to the health of the regional ecosystem. Trees provide shade and structure to park spaces. Shrubs, groundcovers, grasses, and flowers add texture and seasonal interest to the gardens within the park.

A variety of spaces defined by landscape and landforms may create a progression of groves along The Shipyard. These are multi-purpose and flexible-use spaces that allow for more active and programmed recreation, simple quiet enjoyment of the setting, and appreciation of magnificent views and vistas all year long. They may also help to define space and introduce a vertical scale, enclosure, and sense of protection that would be comforting to visitors.

Connected
An attraction that draws people year-round The Shipyard needs to be well connected. The Shipyard as a third destination within the City of Green Bay strengthens regional tourism, providing complete pedestrian, bicycle and vehicular loops to the Broadway District and extending the City to the water will be a critical component to the success of the waterfront.

Structures
A restroom, locker room and/or concessions building as well as permanent and/or seasonal structures are requested program elements that will add great value to the visitor's waterfront experience. It is understood that the seasonal structures are intended to be constructed using shipping containers, and could house food, beverage, retail and recreation uses. The

arrangement and design of these structures should be completed in such as way as to reflect the storytelling and brand of The Shipyard.

Everyday & All Seasons

Parks need vibrancy yearlong to be successful. If the design achieves vibrancy in January, then the park will especially thrive in July. The park should be designed to consider climatic and microclimatic influences. Solar and thermal comfort can be accommodated through the use of landscaping, shade and warming structures, solar aspects, and smart winter design that places people in the sun and away from the wind. It means animating the public realm through pop-up kiosks and fire pits. It requires the protection of pedestrians and people watchers through protective canopies, awnings, and proper building placement to disrupt the wind.

Winter activities are important, especially in northern Wisconsin. Access for cross country skiing, winter skating, a skating trail (just like we designed in Millennium Park in Chicago), access for ice fishing, warming huts, and sheltered viewing platforms for wildlife observation or quiet enjoyment of distant views can be integrated into the design.

Night and winter landscape lighting should address safety within the park, seasonal appeal, and play a dramatic role in the overall aesthetics of the space. Theatrical or event lighting that is installed should be designed in a way that contributes to the character and function of the park and the rich history of the site.

Touch the Water

The more ways to touch the water, the better! Kayak and canoe access, paddle boats, lake boats, racing scows, commercial tour boats, fishing, and wildlife observation are waterfront attractions that provide something for everyone and the cost to provide does not need to be significant. Many of these activities also provide opportunity for private/public partnerships and revenue generation through voluntary participation. Access to the water allows for a dynamic and diverse recreation program and will effectively expand the physical limits of The Shipyard.

Sustainability and Management

Beyond amenities and physical improvements, the plan will guide how the park should be managed with emphasis on sustainability, operations, maintenance, and utilization.

You cannot discuss planning and design without addressing sustainability. But what does it mean for The Green Bay Shipyard? Our team will utilize the Sustainable Sites Checklist, authored in part by the American Society of Landscape Architects, and will review each topic for relevancy to ensure that we are taking a comprehensive look at feasible opportunities that in the long term will benefit the City and its residents. With each topic we will determine what practices are highly likely, likely, or not likely to be implemented. This informal exercise will define team and owner expectations and establish the framework for study of site redevelopment concepts.

Sustainability crosses many boundaries, design disciplines, and stages of the project. Decisions made during the project planning and design phases greatly influence construction practices. Both design and construction then greatly influence long term sustainability. Our primary goal is to establish performance measures. Key opportunities may include:

- Renewable energy use and energy conservation;
- Sourcing of local and/or recycled materials;
- Native plant material selection;
- Habitat enhancement;
- Permeable and low reflectivity pavement systems;
- Water conservation;
- Stormwater management/stormwater quality;
- Erosion control; and
- Construction stage provisions.

Sustainability is directly related to site management. Our site management plan will identify the most viable infrastructure systems for the long-term function of The Shipyard public space. Our goal is to address multiple functions with each improvement and to propose stormwater, utility, and pavement systems that are durable, appropriate for park settings, and relatively easy to monitor and maintain. For stormwater conveyance we need to understand site percolation rates. For utility services we need to understand the capacity of existing systems and determine the feasibility and viability of upgrades and/or expansion. For pavement systems we aim to reduce impervious surface, but to do so we need to understand use patterns, maintenance tolerance, and subgrade percolation rates. The aforementioned items represent examples and we are prepared to unveil advantages and efficiencies that may be gained by integrated systems.

This is an important step in providing design consultation services to ensure a smooth transition for the City to staff and efficiently manage and maintain new facilities. The maintenance and staffing plan should be of no surprise to anyone upon final delivery of design documents. The impacts of maintenance and staffing are discussed and understood through each phase of the design process – these measures shape what we ultimately specify for construction.

Sustainable design reflects the needs of future generations respecting demographics, population densities, environment, culture, economics, public health, and related recreational and green space requirements. Achieving sustainability in its many forms is not a cost or burden to the project, yet a responsible approach to inclusive and well-conceived design.

Safety

The Fox River can be very dangerous and weather can change dramatically and quickly.The design will address public safety which may entail weather alerts, ability to gate access to The Shipyard, perimeter railings, rescue equipment, and emergency service call boxes.

Simplicity

The goal of simplicity is inspiring and may be achieved by a variety of factors including, but not limited to the following:

- The Shipyard itself is a magnificent setting and with basic amenities (variety of seating, shade, perimeter protection, lighting, restrooms) would be greatly enhanced;
- Featuring new amenities and structures with elegant lighting, enhanced view corridors and distinctive yet strategic manipulation of the ground plane;
- Creating contrast between structure and relics and newly designed native landscape features;
- Enhancing and extending visits, encouraging repeat visits, and attracting new visitors and tourists with the addition of basic park amenities that respond to the public's greatest needs.

Stewardship

Maintenance and operations of park, open space, and naturalized landscapes are a daunting task. Even our most successful and well known public parks face challenges every year in sustaining full-time and seasonal employees, maintaining equipment, facility's operation, and training. Stewardship begins with leadership and partnerships and a community supported revenue stream with reinvestment of this revenue into perpetual park maintenance and continued capital improvements.

Public Funding

The State of Wisconsin and Federal Government have numerous funding and reimbursement programs designed to stimulate and encourage the redevelopment of underutilized properties. Local funding may also be available. Several examples that we have previously accessed and that may be applicable to The Shipyard site and related on-shore properties include, but are not limited to:

- Wisconsin Department of Economic Development Corporation (WEDC): WEDC offers Idle Industrial Site Redevelopment Grants to municipalities up to $500,000 for infrastructure improvements and remediation on idle former industrial or commercial sites to advance the site to shovel-ready status or enhance the site's market attractiveness. Sites must be five (5) acres or greater and project match is required. WEDC also has additional redevelopment funding programs including Site Assessment Grants and Brownfields Grants for the investigation and remediation of underutilized sites.
- Wisconsin Department of Natural Resources (WDNR): WDNR provides Ready for Reuse Grants and Loans to municipalities up to $200,000 for hazardous substance and petroleum remediation of eligible sites. A 22 percent match is required. WDNR also provides environmental site investigation assistance through its Wisconsin Assessment Monies (WAM) program. Additionally, WDNR offers Stewardship and Recreational Trail Grants as well as Recreational Boating Facilities Grants.
- Wisconsin Department of Administration (WDOA): WDOA offers Coastal Management Grants to municipalities in counties adjacent to Lake Superior and Lake Michigan for a number of priorities including public access and historic preservation, coastal resource and community planning, coastal wetland protection and habitat restoration, and nonpoint source pollution control. A 50% to 60% match is required. WDOA has many additional funding and tax credit programs for both public and private entities that may be relevant to this project.
- United States Environmental Protection Agency (USEPA): USEPA offers Brownfields Area-wide Planning, Assessment, Cleanup, and Revolving Loan Fund Grants to municipalities specifically to address redevelopment of underutilized properties. USEPA also offers Beach Act Grants to develop and implement programs for monitoring coastal recreation waters and notifying the public of the potential exposure to disease-causing microorganisms which may be applicable to the area.
- United States Army Corps of Engineers (USACE): USACE Aquatic Ecosystem Restoration and Protection Projects Development Act can be used to improve the quality of the environment and may be applicable to the overall project area.
- National Oceanic Atmospheric Administration (NOAA): NOAA offers Regional Coastal Resiliency Grants which support approaches to undertake activities that build resilience of coastal regions.
- United States Fish & Wildlife Service (USFWS): USFWS offer, numerous funding programs through the Great Lakes Restoration Initiative (GLRI) focused on; Toxic Substances and Areas of Concern; Invasive Species; and Habitat and Wildlife Protection and Restoration.

Newburyport Boardwalk Renovation and Extension, Newburyport, Massachusetts

SCOPE OF SERVICES

The scope of services described below is organized based on the structure of the request for proposals. Our approach describes how all of the phases outlined below will progress in concert with one another.

PHASE 1: PROJECT MANAGEMENT, COORDINATION, SCHEDULING, PUBLIC ENGAGEMENT AND QUALITY CONTROL

This task includes activities to oversee and direct the project, confirming the budget, schedule, and City expectations are established and met. Our team will follow a customized quality management process to produce and deliver high quality deliverables.

Projects moving through the preliminary design phase are inherently fluid. On-going, close communications with the City's project manager and key staff during this phase is necessary to establish and meet expectations while setting the project up for success. We anticipate meeting with City staff on a regular basis (bi-monthly) to ensure expectations and regular communications critical to the success of the project take place.

The management of this project requires leadership that creates a cooperative and collaborative work environment across several disciplines, consultant teams and with various regulatory agencies. Stantec's familiarity with the City and regulatory staff in addition to The Shipyard Property and surrounding development will minimize demands on City staff and allow the project to advance smoothly.

Mike Bach will serve as the project manager. He will manage the project within the programmed budget and schedule, provide quality control assurance, and help achieve compliance with state and federal laws, rules, and regulations. Mike will also coordinate and lead the major project tasks and handle daily activities and details with the design team.

Stantec has a 10-point Project Management (PM) Framework and ISO 9001 Quality Management System (QMS) Certification.

General Meetings

Communication with key stakeholders is critical to the project's success. Key project meetings are proposed bi-monthly as well as at key milestones during plan preparation stages (ie. 30%, 60%, 90% design development). Stantec will provide detailed documentation of these meetings to ensure no surprises arise and the final design meets expectations.

One week prior to each scheduled meeting, Stantec will distribute an agenda to participants. Following each meeting, we will prepare minutes and distribute for review. The approved meeting minutes will be emailed to those on the project distribution list.

Kickoff and Project Management Team (PMT) Meetings

In coordination with the City, Stantec will lead the project kickoff meeting. A meeting agenda and list of data needs will be distributed accordingly.

This meeting may include a stakeholder planning session to identify any anticipated issues and how the issues may be addressed. Background information on the known stakeholders and their concerns should be prepared prior to this session.

Following the kickoff meeting, we will prepare for, attend, and document Project Management Team (PMT) meetings bi-monthly (estimated two meetings per month for six months, twelve total). We envision the PMT to consist of two or three

City staff and possibly an elected city official, a representative for Breakthrough, and Stantec task leaders. The PMT meetings are an effective way to discuss project development, design issues, public involvement, etc.

The Stantec project manager and the City Staff will have a standing meeting time set throughout the project for PMT meetings. The meetings will be teleconference, on-line (Skype for Business), or in-person as agreed to by the team. This will be a time used to convey project progress, schedule, and budgets as well as discuss and provide solutions to project issues. We will prepare weekly progress reports that will include project schedule updates. Internally, Mike and the team leads will have a standing weekly meeting to discuss project status, manage risks, coordinate design efforts, and capitalize on opportunities.

Keeping the Project on Track

We have assembled a highly qualified team and developed an approach to meet the schedule requirements. Our deep bench of staff resources assigned to data collection and design allows tasks to be completed efficiently and on time. Progress reports and invoices are prepared monthly, always keeping the City up to date on project status. The schedule is discussed and updated monthly and provided at PMT meetings. In advance of these meetings, Mike will identify risks that may impact the project schedule, options to eliminate/minimize impacts, and recommendations to effectively move the project forward.

Stakeholder and Public Outreach

(Approximately $27,000 of funding is available for this task under the City's Current US EPA Brownfield Assessment Grant)

Our approach to public engagement starts with understanding and appreciating the community and its residents. We strive to understand the range of forces that shape and blend the City of Green Bay, The Shipyard stakeholders and nearby residents, taking into consideration physical, social, and economic conditions - both current and historical, local and regional. We conduct analysis of existing conditions, coordinate with existing planning efforts, and seek broad input from community stakeholders to inform our understanding of the strengths, weaknesses, issues, and opportunities within the study area.

We develop place-specific solutions that respond to the unique circumstances of The Shipyard Neighborhoods, while also drawing on our experience planning for similar communities and projects - as well as best practices and innovations in the field. Our goal is to deliver a plan that responds to, builds on, and celebrates a community's unique qualities, resources, and character while integrating the core values and priorities of its residents and stakeholders.

> We will develop solutions that are responsive to the unique circumstances of The Shipyard neighborhoods to deliver a plan that responds to, builds on, and celebrates the qualities, resources, and character of the local community, while integrating core values and priorities of the residents and stakeholders.

We propose a robust and inclusive engagement process that strives to make engagement fun and convenient and provides meaningful opportunities for community members to learn, provide insights, and participate in the project. We propose a program of engagement to support the project goals, including focused engagement with core stakeholder groups, as well as public workshops open to the community at large. The plan should be set to reach out to all residents regardless of their age, ability, availability or spoken language.

Our team's approach to community engagement:

- Seek input from a broad and representative cross-section of stakeholders
- Provide timely and diverse opportunities for stakeholder input
- Make engagement fun and convenient - and whenever possible, bring the process to the people through "pop-up" events and/or other creative strategies

We pride ourselves in communicating complex and technical concepts, design scenarios and project impacts in a clear and concise manner, that can be easily understood by the general public. This understanding is key to communities being meaningfully engaged. We view presentations to the public as an opportunity for education and project storytelling. Our work brings together local experts - residents, workers, business and property owners, City staff, and community leaders - to develop collaborative, creative, and community-led solutions. By enlisting community ideas, voices, and energy in the creation of the project, we build enthusiasm for implementation and action and generate unique solutions, tailored to a place and a community.

Developing an Inclusive and Innovative Public Participation Plan

We draw on our experience and leadership in community engagement and planning and review past engagement strategies, tactics, and outcomes, to prepare a Public Participation Plan (PPP). The PPP will be tailored to the needs of The Shipyard project, responsive to local challenges and opportunities, and will leverage existing community relationships and engagement structures to maximize the engagement effort.

The PPP provides a roadmap for all public outreach, education, and engagement to be completed during the life of the project. The PPP will detail specific methods, target audiences, schedule, and tasks for implementing engagement with a broad array of stakeholder groups.

The PPP will include targeted engagement strategies to reach traditionally underrepresented communities, as well as strategies to engage the larger, general population of stakeholders. These engagement strategies build on the success of previous planning and engagement efforts by incorporating best practices and leveraging established partnerships with an understanding of stakeholder groups.

We will develop and refine the PPP with guidance from the City of Green Bay. We will also incorporate learnings from ongoing engagement to refine our approach and methods throughout the project's duration. The PPP is designed to be dynamic and iterative and will be updated and refined to accommodate the needs of the project.

East River State Park, Brooklyn, New York

PHASE 2: DATA COLLECTION

The Stantec team will collect and review all existing data that is available early in the process and provide a list of any additional data needs. The data collected includes all mapping, right-of-way mapping, recorded easement, utility base maps, televising reports, potential environmental concerns, conceptual master plans, and existing record plans for properties within the defined project area. We will review the information assembled to confirm its adequacy and work with the City to supplement any additional data collection needs.

Conceptual Master Plan Review

Stantec will review the proposed layout of the proposed parking lots, public roads, and The Shipyard for the ultimate site design. We will work with the City to gain clear understanding of the concept layout and any phasing considerations. We will draw upon our team's extensive knowledge gained from similar projects and provide feedback to stakeholders prior to the beginning the preliminary design of the project.

Land & Bathymetric Survey Services

An accurate and detailed topographic survey of the project site is a critical component to successfully designing and constructing the proposed improvements. As such, we will perform a preliminary topographic survey of the project area and parcels as outlined in the Request for Proposal (RFP). We understand the existing boundary survey data will be provided by the City and no boundary work is anticipated within this scope of work. This task will be completed by a licensed and certified professional land surveyor for the purposes building the framework for designing the proposed improvements. Creation of new right of way and additional boundary work is not included under the base scope of work, however can be provided if requested by the City.

Geotechnical Evaluation & Dock Wall Considerations

Our engineers will review the detailed sub-surface geotechnical report as provided by the City (Completed by GEI Consultants, Inc. February of 2017). Upon detailed review of the 2017 investigation, our engineers will discuss with City staff to determine if additional geotechnical investigation is recommended. We will review this information in conjunction with the Concept Master Plan review, to identify potential areas that may require additional geotechnical information. Additionally, it is assumed that the existing dock wall is to remain and is structurally sound to support the proposed improvements as identified on the Concept Plan. No structural conditions assessment nor underwater inspection report has been supplied by the City, thus may be required once the geotechnical report is evaluated by our engineers. If a structural conditions assessment or underwater study is found to be required, Stantec can provide the necessary additional services, if requested and approved by the City.

PHASE 3: SITE IMPROVEMENTS

TASK 1: Site Fill

During task 1 we will create overall grading plans, an erosion control and phasing plan, cross sections and provide details and specifications for the required site grading. This includes all necessary permitting with the Federal Emergency Management Agency (FEMA). It is understood that the City wants to raise the elevation of four properties along the waterfront (100 W. Main St., 239 Arndt St., 101 Bridge St., and 119 Bridge St.) and file required documentation with FEMA for obtaining a Conditional Letter of Map Revision (CLOMR). This process should commence early in the process in an effort to engage the agency. Typically, CLOMR processes require 60 – 90 days. Due to the fact the properties identified to receive fill are along the waterfront, it is anticipated that neither FEMA nor the City of Green Bay will require that a floodplain study be completed, nor is it included within this scope of services. Stantec staff have relationships with the Agency and will utilize those relationships to begin conversations early in the project and streamline the approval and permitting process.

TASK 2: Environmental Remediation / Permitting

The planned site improvements for The Shipyard encompass two brownfield sites which are regulated by the Wisconsin Department of Natural Resources (WDNR). The south zone is made up of Parcel 2-78 at 100 West Mason Street, a Bureau of Remediation and Redevelopment Tracking System (BBRTS) case known as the former Green Bay and Western Rail site (BRRTS #02-05-579141). The Green Bay and Western Rail site is an open WDNR case with known soil impacts, and remedial action is warranted at this parcel to obtain case closure through the WDNR. The north zone is made up of several parcels which encompass a WDNR closed site known as the Riverfront Property, BRRTS #03-05-213757. The Riverfront Property includes Parcels#3-551 and #3-556 at 239 Arndt and 119 Bridget Streets, respectively. It received WDNR case closure during 2008 with continuing obligations to maintain a cap over the contaminated soil and groundwater plumes. Given the known contaminant impacts at both the north and south zones, contaminated soil and groundwater will potentially be encountered during the redevelopment activities and will need to be properly handled as part of the planned site improvements. Remedial action activities, including capping with an impermeable surface or engineered cap, will need to be taken as part of the site improvements to obtain closure of the south zone. Since closure of the Riverfront property was previously obtained, a post-closure modification request will need to be submitted and approved by the WDNR prior to disturbing the cap on the north zone. To address the contaminant impacts, the following environmental remediation steps need to be completed in conjunction with the site improvements:

Prepare and Submit Remedial Action Plan and Materials Management Plan

As part of this task, a remedial action plan would be prepared and submitted to the WDNR. The remedial action plan will detail the proposed soil remedial action activities and include a soil management plan for redepositing excavated soil on-site and the importing of any soil and/or fill material from off-site. Based on the results of the investigation activities and the proposed development of the Site, it is anticipated that the proposed remedial action will include capping of the entire Shipyard site including both the north and south zones, with an impermeable surface, 2 feet of clean soil, or an WDNR agreed upon alternative cap. It is assumed that all soil excavated on-site as part of the redevelopment activities will be redeposited on another portion of the property, which could potentially reduce construction costs. A portion of the excavated soil may be disposed off-site at a licensed solid waste landfill if unsuitable for reuse on site. The handling and disposal of impacted soil and groundwater will be described in the Materials Management Plan to be submitted and approved by the WDNR. This task can be completed using the US EPA brownfield assessment grant funds previously awarded to the City.

Prepare and Submit Post-Closure Modification Request

Prior to disturbing the cap on the north zone, a post-closure modification request will be prepared including the submittal of the WDNR Form 4400-237. The post-closure modification request will include a description of the proposed changes to the site and documentation why the changes are needed including documentation of the proposed future cap and future site use. This task can be completed using the US EPA brownfield assessment grant funds previously awarded to the City.

As one of FEMA's preferred consultants (STARR2), Stantec helps FEMA with permitting and approval applications like The Shipyard project will require. This will lead to a streamlined approval process for the City.

Evaluate Brownfield Funding Options for Remedial Work (value added service)

As part of this task, Stantec will assist the City in evaluating additional funding options to assist with the cleanup of impacted soil and/or groundwater at the Site. Applicable grants may include the US EPA cleanup grants, WEDC IDLE site grant, and the WEDC brownfield grant. Stantec personnel will work closely with the City to maximize the additional funding options for the Site. The scope does not include preparing grant applications, however, Stantec can complete the additional services, if requested and approved by the City.

TASK 3: Stormwater Management

Our team of professional engineers will provide integrated stormwater management design for the overall development. It is anticipated that the stormwater management design parameters as well as sustainable design options will be discussed and determined during initial PMT Meetings. Our team understands that the City of Green Bay requires that projects disturbing greater than five (5) acres of land are required to treat stormwater and provide stormwater quantity reduction. It is further anticipated that the stormwater management design must incorporate structural and non-structural Best management Practices (BMPs) that will treat the runoff such that an 80% total suspended solids reduction is achieved as well as an overall peak runoff reduction from the 100-year post development peak flow to less than or equal to the 10-year predevelopment peak flow (modeled as a "prairie" in good condition). As design of the roads, parking lots, and Shipyard are advanced, the stormwater management plan will be refined. The Stormwater Management Plan completed under this scope of work will include only the proposed improvements identified in the RFQ and this proposal; future phases of development adjacent to these improvements will require additional stormwater management design and considerations. The following items may be completed during development of the overall Stormwater Management Plan:

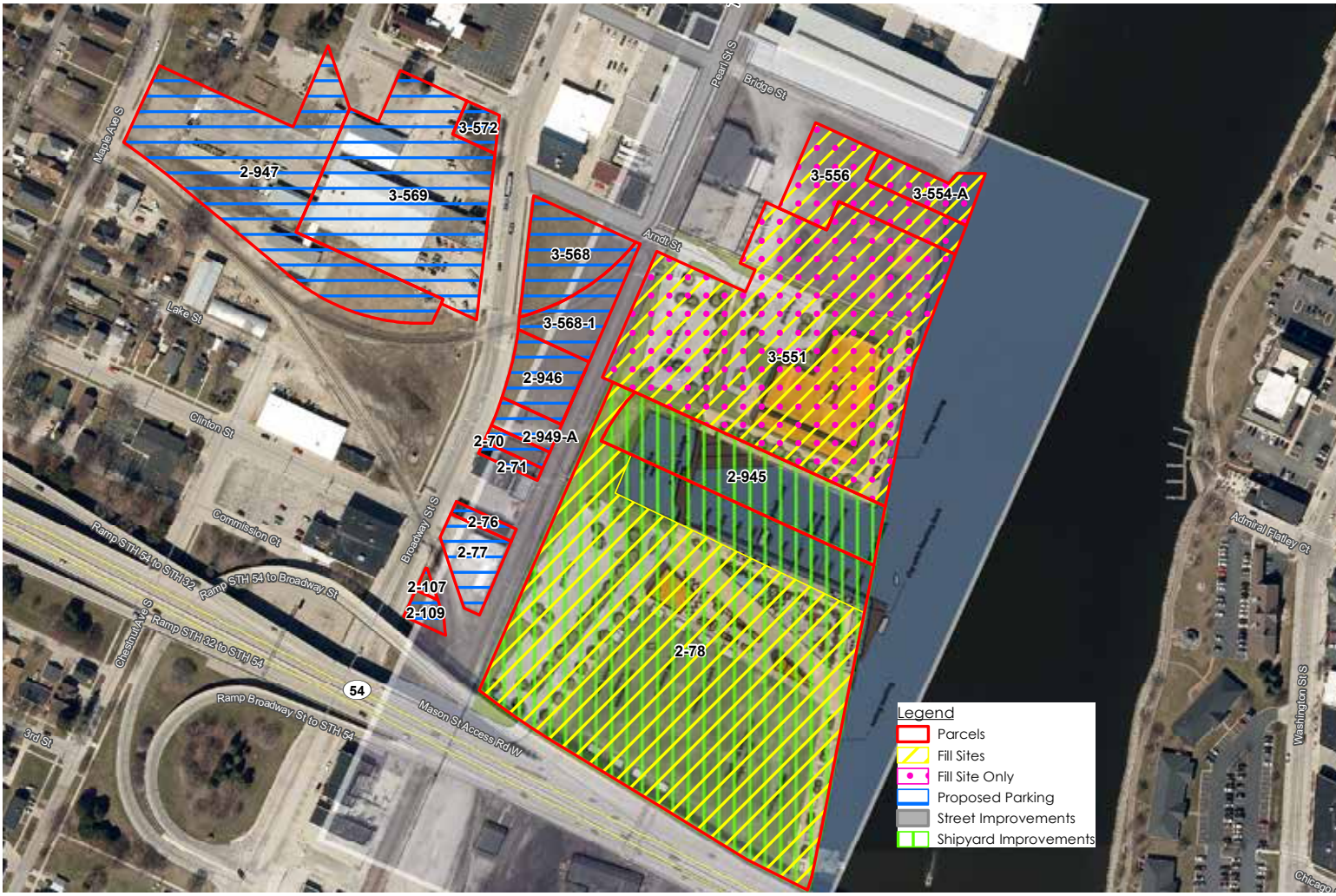
- Using site survey, existing topographic information and proposed preliminary development and infrastructure plans, Stantec will establish design criteria and perform drainage calculations. We will identify drainage basin and drainage pattern mapping to be used in the hydrologic/hydraulic and stormwater quality modeling. The site is moderately sized, but detailed drainage basin mapping will be required to delineate drainage areas to individual inlets and stormwater treatment locations. An analysis of surface conditions and impervious areas will also be performed, to develop hydrologic model input parameters;
- Discussion of preliminary site layout with the City and Stantec design team to determine possible locations for stormwater management infrastructure such as above-ground bioretention and below-ground treatment devices;

- Performance of WinSLAMM stormwater quality modeling of conceptual stormwater management plan. Stantec will use WinSLAMM computer software to analyze the predicted Total Suspended Solids (TSS) removal of the proposed stormwater management features, and determine preliminary sizing of these features;
- Performance of hydrologic/hydraulic modeling of on-site runoff, for purposes of inlet and storm sewer sizing. Peak flows will be calculated using the Rational Method, for a 10-year recurrence interval design storm. Inlets and storm sewers will be sized to convey the 10-year design flow, using spreadsheet-based hydraulic calculations;
- Information on required stormwater quality treatment devices, including locations, sizes, and typical details will be provided to the Stantec design team for incorporation into site plans, details, and specifications for these features;
- A proposed preliminary stormwater management plan will be submitted to the City for review of impacts/coordination with site layout and building/site feature arrangement. This plan could be a stand-alone document or serve as part of a site plan draft package. The City will have the opportunity to review the proposed plan for impacts and coordination with site and building layout.
- Preparation and submission of a final stormwater management plan to the City for review and approval upon substantial completion of the Public Improvements and Shipyard Design. This submittal package will include the report text, calculations, model input and output, plans, and mapping required by the City stormwater management ordinance.

PHASE 4: PUBLIC IMPROVEMENTS

Stantec and REL will complete engineering plans for review at the 50% and 95% design development phases as well as construction documents for final bidding and construction for all public improvements including Arndt Street, Bridge Street, S. Pearl Street, three (3) CN Railroad crossings and all parking lots (approximately 800 new surface parking stalls) listed in the RFQ. The plan deliverables will include details and specifications for permitting and bidding. The public improvement design will include integration of the City's standard design details, including but not limited to, typical road sections, utility infrastructure details, sidewalk & terrace, landscape architectural requirements, street section, curb & gutter, etc. Specific areas identified for public improvements are as follows:

1. Arndt Street (210 LF)
2. Bridge Street (210 LF)
3. S. Pearl Street (1,500 LF)
4. CN Railroad Crossings (3)
5. Parking Lots (6 locations / 800± Surface Stalls)



Splash Central Water Park, Huron, South Dakota

Value Added Considerations:

Environmental Remediation / Permitting Associated with Parking Lots

The locations of the proposed parking lots, not including 100 W. Mason Street, include eleven parcels that are known brownfield sites. These properties include 525 and 531 S. Broadway (Tax Parcels 2-76 and 2-77); 401 S. Broadway, 505 S. Broadway, 511-513 S. Broadway, 515 S. Broadway, and 517 S. Broadway (Parcels 3-568, 3-568-1, 2-946, 2-949-A, 2-70, and 2-71); and 419 S. Maple, 420 S Broadway, and 402 S. Broadway (Parcels 2-947, 3-569, and 3-572). These brownfields sites make up four open WDNR BRRTS cases where soils impacts need to be considered during design to minimize soil impacts, properly cap impacted soil, and ultimately achieve site closure. These parcels also include one BRRTS case which received closure with continuing obligations. A post-closure modification request will need to be prepared and submitted to the WDNR prior to disturbing the existing cap. Stantec's engineers will work closely with Lynelle Caine, environmental brownfield specialists, through the design process and obtain the necessary approvals from the WDNR. Stantec assumes this work will be completed using available funds under the City's US EPA Brownfield assessment grant. Stantec can also assist the City with obtaining case closure of these sites following construction of the parking lots, if these services are requested and approved by the City. Again, Stantec can assist the City in evaluating if grant funding is available to address the known environmental impacts at the Site.

Roadway Lighting Design

Street lighting is an important consideration within the project corridor as it impacts safety, public security and, cost.

Stantec's approach to the evaluation and design of street lighting includes:

- Upon review of fixtures and poles used within the existing Street corridors, the Stantec team will work with the City to determine the style and type for new fixtures and poles;
- We will meet with City staff to verify the location of the electrical services, voltages available, and design preferences; and
- Stantec will prepare a preliminary street lighting unit layout for incorporation into the streetscape/geometric layout development process.

Creating a Sense of Place

Sarah McDonald , lead landscape architect, and our team of designers will draw from their knowledge of successfully completed projects and the City to develop desired streetscape amenities. We have worked with many communities to develop and promote vibrant mixed-use developments that incorporate bike and pedestrian friendly facilities. We understand the constraints of streetscaping in a tight urban space and know how to maximize the desired elements. The scope of the streetscape plan includes a tree planting plan with a schedule of tree species to be planted, along with a typical planting detail, and location plan for each planting. This task assumes the total plan will be similar in scope to the conceptual plans included with the RFP for the project. Streetscaping designs are included in the final plan set for construction.

Sustainable Design Practices and Green Infrastructure

As a civil engineer, Bernadette will provide industry leading ideas for sustainable design, stormwater management, and green infrastructure, while Amy, a landscape designer, will provide a vision for an iconic and highly-programmed public space. Together, they will work to ensure sustainable design strategies are seamlessly integrated into the overall waterfront design.

Alternate Funding Sources

In addition to brownfield grant funding, alternative funding sources may be available to assist the City in their redevelopment efforts of The Shipyard and the surrounding properties. Stantec has assisted clients within the Lower Fox River Watershed and Lake Michigan Basin to acquire funding for various ecological, restoration and riverbank enhancement work. From 2016 to date,

these clients have been awarded approximately $10 million of funding to complete these projects. Funding sources include Natural Resource Damage Assessment (NRDA), Great Lakes Restoration Initiative (GLRI), Wisconsin Department of Natural Resources (WDNR) and U.S. Fish and Wildlife Service (USFWS) grants. Per the City's approval and request, Stantec can assist the City with applying for one or more of these grants for The Shipyard and/or surrounding development efforts.

CN Railroad crossings

As noted in the RFQ, two existing railroad crossings are identified for improvements, as well as a new crossing at the eastward extension of Clinton Street. Stantec employs railroad design professionals certified by Canadian National Railroad (CN Rail) to engineer, design, and oversee rail crossings across the country. Specifically, we have included Ryan Raske (CN Rail Expert) on our team as a value-added member to streamline the design and approval process with CN Rail. Ryan and Mike will work with you to engage with Canadian National Railroad at the on-set of the project to identify design parameters, process, and schedule to ensure timely approvals for the railroad improvements. Design parameters will be communicated to our team of engineers and upon approval from the City of Green Bay Engineering department, submitted to CN Railroad for approvals and permits.

PHASE 5: THE SHIPYARD

Stantec will complete design development drawings at 30%, 60% and 90% and construction/final bidding documents for all Shipyard improvements, including the outdoor events center (bleachers and berm seating), restroom, locker room and concession building, support structures, multi-modal trail and floating dock. This will include details and specifications for permitting and bidding.

TASK 1A: Shipyard Visioning (Optional Value-Added Service)

Stantec has assembled a team of highly knowledgeable professional staff from around the country to bring a true Visionary perspective to The Shipyard. Harold Westerman, Elias Rashmawi, Amy Seek (among others) are nationally renowned designers specializing in Urban Brownfield Waterfront Redevelopments. The national expertise these members of the team provide gives the City of Green Bay the opportunity to realize its vision for a multi-use, multi-season destination along the waterfront. Our team of National Experts looks forward to the opportunity to review the conceptual plan completed by The Cunningham Group and add some fresh new ideas, adding to the solid framework currently in place. Our team would engage in internal design charettes and hold a concept review meeting with the City to discuss potential design updates to further refine the conceptual plan. Specifically, we have already identified opportunities for an skate ring or ribbon for winter use.

Portland Landing, Portland, Maine

TASK 1: Outdoor Events Center (Sports Field, Bleachers and Elevated Berm)

Todd Wichman working with Mike Bach, Matt Clementi and also in association with our Boston based Sports Group, will develop a design for a multi-purpose, multi-season Outdoor Events Center which will include an artificial turf field, scoreboard, lighting, grass berm, seating and other associated improvements, such as a playground area for smaller kids visiting the Center with parents who are not playing the field sports. The field will be designed to support, soccer, football, rugby, lacrosse and other similar sports. No closed structure or shelter associated with the field is anticipated to be required. The designated area will generally be designed to hold approximately two thousand (2,000) people for sporting events and eight thousand (8,000) people for concerts, festivals and community events. A permanent grandstand or bleacher structure will be designed to accommodate spectators for sporting events, while the elevated grass berm will be designed to accommodate an additional 6,000 people for larger public events. In keeping with the multi-season theme for the facility, the elevated berm will be studied as an area to accommodate a winter sledding hill with further study of the outdoor events center for ice skating opportunities utilizing the restroom/concessions building as a warming house.

TASK 2: Restroom, Locker Room and Concessions Building

Stantec and BSA will work together to design a unique, integrated and fully functional Concessions Building with a locker room and restrooms. Building programming will be discussed with City staff to ensure a floorplan and footprint that meets the vision of the City. We will explore the possibility of additional, income generating flexible, four seasons, and rentable event space.

TASK 3: Support Structures

Stantec will develop a design for seasonal structures that will support the Outdoor Events Center that allow for flexible, temporary/seasonal support use that may include opportunities for food, beverage, retail and recreation. We will explore the feasibility of these structures being constructed out of shipping containers and explore unique and economical alternatives that will contribute to The Shipyards sense of place. The design will also include considerations for the space surrounding the container park including security, access, pavement, lighting, site furnishings, landscaping, shade and other support amenities or activities (bag toss, giant chess or battleship, table tennis) etc.

TASK 4: Multi-modal Trail

Site access is paramount to a successful public boardwalk and waterfront. Stantec has the experience to design a stunning and safe multi-modal waterfront that can accommodate pedestrians, strollers, bladders, bikers and hikers that allows people to traverse the site or linger-longer to enjoy the views of the waterfront. We will explore the range of material options, costs and benefits as

Battery Park Sustainable Synthetic Turf Ball Fields, New York, New York

we develop design alternatives. These materials may include but are not limited to concrete, pavers, asphalt, crushed limestone, wood or engineered decking etc.

TASK 5: Urban Beach, Splashpad and Playground

Stantec design team members will study the opportunities for an urban beach on the Fox River working closely with both our environmental team and regulatory experts with the City and DNR. Stantec team members were successful in accomplishing a similar solution for the City of Wausau on the Wisconsin River in creating both a destination playground with unique sky cabin elements and a splash play feature with an interactive leaping fountain element. The project is currently under construction with the City of Wausau. Stantec team members worked diligently with the City and the DNR to gain approvals for construction. Water quality issues being paramount on the Fox River, will be further studied to ensure a safe public swimming opportunity. In addition to this, seasonal high-water fluctuations will be studied by the team to see if a sand beach is a viable solution for the urban beach.

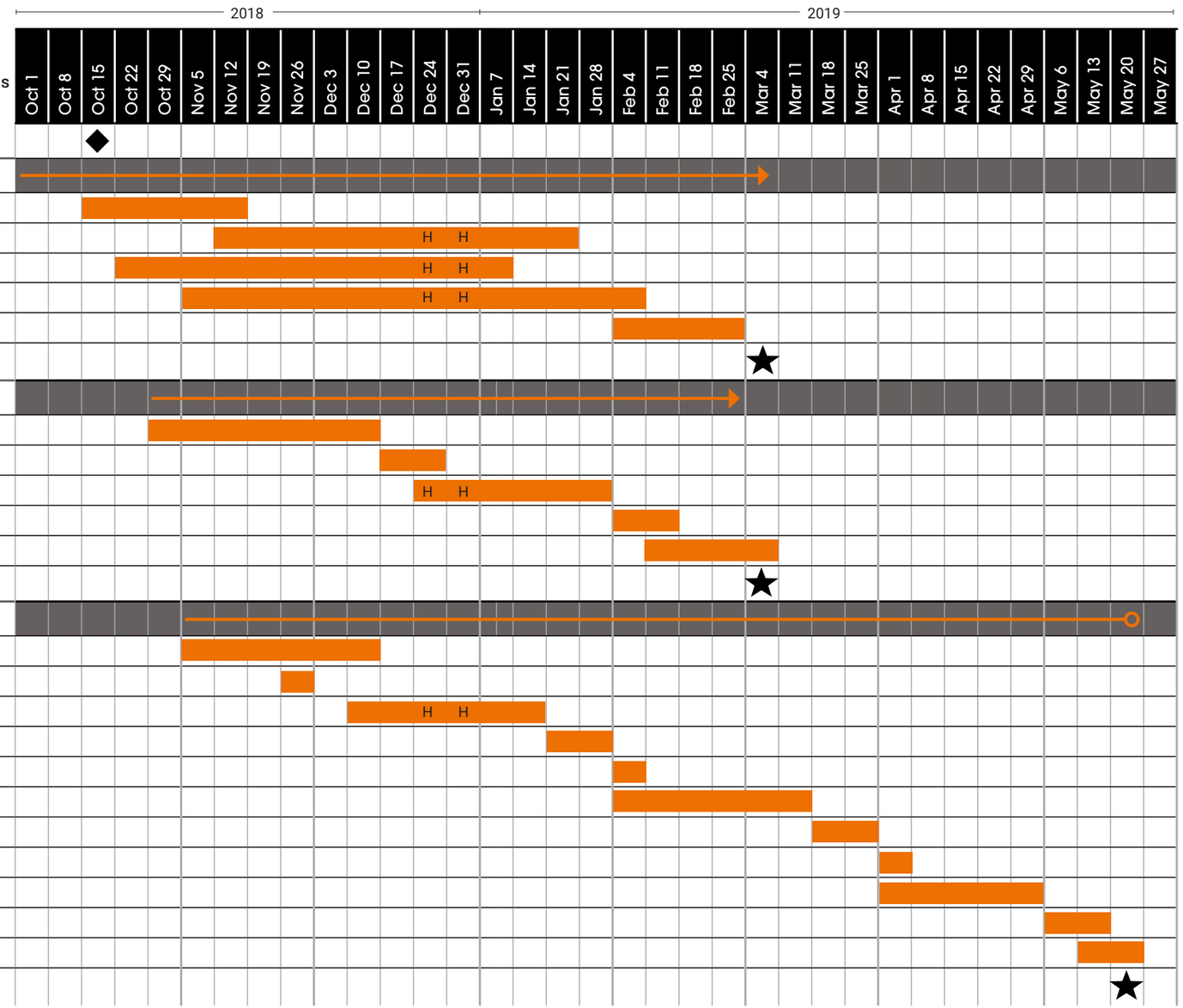
TASK 6: Boat Slips, Floating Dock and Accessible Kayak Launch

Stantec team members are experienced in gaining agency approvals for these type of waterfront uses and have successfully done so for the City of Wausau Riverfront Redevelopment project on the Wisconsin River just north of downtown. Here we provided a design solution for temporary moorings and floating dock as part of an extensive wharf system that accommodates seasonal water fluctuations while providing the City with an effective solution for docking for both motor boats and paddle sports such as kayaking and canoeing in the same facility. Important criteria for The Shipyard will be to understand who the users of the marina are, and where they are coming from, whether off the waters of Green Bay or the Fox River. The successful design will accommodate multiple boat size moorings, water entry and exiting for paddle sports, as well as boat and equipment storage options for users visiting the park.

Project Timeline

Project Schedule

	Estimated Milestone Dates/Durations
Notice to Proceed	10/15/2018
Site Improvements	
Site Topographic, Bathymetric & Utility Survey **	5 weeks
Site Fill Design (FEMA Coordination)	5 weeks
Environmental Compliance / Permitting	8 weeks
Stormwater Management Design	10 weeks
City Review / Obtain Approvals & Permits	3 weeks
Site Fill Plans Out to Bid*	3/4/2019
Public Improvements	
Public Street & Parking Lots - 50% DD Plans	7 weeks
Public Street & Parking Lots - 50% DD Review	2 weeks
Public Street & Parking Lots - 95% DD Plans	5 weeks
Public Street & Parking Lots - 95% DD Review	2 weeks
Public Street & Parking Lots - Final Bidding & Permitting	4 weeks
Public Improvement Plans out to Bid*	3/4/2019
The Shipyard	
Conceptual Planning / Visioning Phase **	6 weeks
Concept Design Public Engagement Meeting #1	
30% Design Development Plans	6 weeks
30% Design Development Plan - Review	2 weeks
Public Engagement Meeting #2	
60% Design Development Plans	6 weeks
60% Design Development Plan - Review	2 weeks
Public Engagement Meeting #3	
100% Design Development Plans	5 weeks
100% Design Development Plan - Review	2 weeks
Complete Construction Documents (Bidding & Permitting)	2 weeks
The Shipyard Plans out to Bid*	5/20/2019



Note: If additional previously unidentified work (ie. geotechnical investigation, condition assessment analysis, underwater assessment, etc.) is required, schedule may need to be revised.

Stantec Task

★ Earliest Bidding Opportunity

H Holiday weeks, potential to add 1 to 2 weeks to the overall project schedule.

Communications Plan

Communications Plan

Within the description of Phase I of the Scope of Work, we have detailed our plan to maintain open and effective communication with project stakeholders, and the public. This includes:

- General Meetings
- Kickoff and Project Management Team (PMT) Meetings
- Stakeholder and Public Outreach
- Developing an Inclusive and Innovation Public Participation Plan

In addition to the public and stakeholder outreach activities described in the scope of work, as an additional service, we propose the City of Green Bay consider including one or several engagement services that are intended to broaden the reach of the planning process and provide further opportunities for community involvement. These engagement services may include:

Pop Up Workshops are mobile workshops that bring the project (and the engagement questions it needs answered) to the places where people are already gathering - for example, trails, parks, community center, grocery store/shopping center, schools, sporting events, or festivals. Pop-ups are friendly and casual activities that include richly-illustrated materials, provide timely information about the project and design alternatives, and offer multiple tools for direct participation and comment by participants and passersby. Pop-Up workshops may include a variety of activities, each of which can be completed quickly, in five minutes or less - for example, dot map activities, paper/tablet surveys, and sharing of brief educational materials. Pop-Up workshops offer the opportunity to gather the opinions of people who might not otherwise attend a public meeting. An example of this could be presenting the project to residents attending one of the "On Broadway" events such as Fall Fest.

Mobile Meeting Toolkits are designed for community groups, neighborhood organizations, or friends to gather at a convenient time and location to share their opinions about the project. The kit contains an agenda template, attendee sign-in sheet, surveys, group questions, and project contact information. The individual deploying the method then collects the items and submits it back to aggregate and summarize.

Community Dialogues are facilitated conversations with cultural communities as well as other under-represented groups (people with disabilities, renters, etc.). Immersive and experiential-learning based, they create an atmosphere for authentic dialogue by meeting community leaders where the community is to learn about each community's initiatives and concerns.

Six-Word Stories - Based on Hemingway's six-word story contest, this activity allows participants to be creative while providing telling information about the core sentiment of their experience of a place. A string is tied between two objects like a clothesline and a theme or essential question is selected that the six-word stories will address. A six-word story attempts to distill a person's entire experience or narrative into a (very) short, evocative story. Participants write down their six-word story on a notecard and clip it to the twine. During the meeting or event, take a moment to read some of the six-word stories to provide a snapshot sense of where everyone in the room is coming from related to the issue.

Urban Planning Zine is a participant's graphic response to survey questions. Instead of filling out a paper or online survey, people draw their responses in a document folded to resemble a small magazine. This is a useful tool for early phases of a planning process when we want to gauge participants on broad preferences like what they like and do not like in their neighborhoods. It can be used in community meetings as well as with small groups and at street festivals and community events.

Online Engagement, including a project website, interactive and story maps, surveys, and a strategy for engagement through social media platforms. We can develop and deploy an array of useful and cost-effective online tools that expand opportunities for engagement and communications beyond in-person meetings. With graphic recording, sketches of the public engagement process can be done in the room in real-time.

Deliverables

List of Deliverables

PHASE 1: PROJECT MANAGEMENT, COORDINATION, SCHEDULING, PUBLIC ENGAGEMENT AND QUALITY CONTROL

Kickoff & Design Meetings

Our team will attend up to twelve (12) design review meetings with the City of Green Bay. It is assumed that we will meet 2 times per month for 6 months. Stantec will produce meeting agenda and meeting minutes for each of the design meetings.

Project Management Team (PMT) Meetings

It is anticipated that our team will hold weekly PMT meetings for the design duration of the project, estimated to be 30 weeks.

Public Participation Plan & Public Meetings

1. Stantec will prepare and submit a preliminary public participation plan for City review and input.
2. Based on City comments, Stantec will prepare and submit a Final PPP to the City for Implementation.
3. Our team will prepare necessary graphics and documents and attend three (3) public meetings.

Online Engagement

Stantec has included time (up to 80 hours) for assisting the City with a project website, social media outreach and management.

PHASE 2: DATA COLLECTION

No Deliverables. This phase encompasses collecting required information for the purpose of design.

PHASE 3: SITE IMPROVEMENTS

TASK 1: Site Fill

1. Prepare one (1) set of site fill improvement plans, details and specifications for permitting.
2. Prepare documentation required to submit a CLOMR request to FEMA.

TASK 2: Environmental Remediation / Permitting

1. Prepare and Submit Remedial Action Plan and Materials Management Plan
2. Prepare and Submit Post-Closure Modification Request

TASK 3: Stormwater Management

1. A proposed preliminary stormwater management plan will be submitted to the City for review of impacts/coordination with site layout and building/site feature arrangement. This plan could be a stand-alone document or serve as part of a site plan draft package. The City will have the opportunity to review the proposed plan for impacts and coordination with site and building layout.
2. Preparation and submission of a final stormwater management plan to the City for review and approval upon substantial completion of the Public Improvements and The Shipyard Design. This submittal package will include the report text, calculations, model input and output, plans, and mapping required by the City stormwater management ordinance.

PHASE 4: PUBLIC IMPROVEMENTS

Prepare Civil Engineering and Landscape Architectural Plans to include the following:

- Cover sheet and project information
- Existing conditions and site demolition plan
- Erosion Control Plans
- Dimensioned site plan, including paving, stripping and signage plan
- Road plan & profiles
- Utility Plan, including sanitary sewer, water main and stormwater conveyance laterals to properties. It is assumed that the existing utility mains within the street corridors are adequate for future connections.
- Detailed grading and drainage plan, illustrating surface drainage characteristics, storm sewer conveyance, stormwater BMPs, ADA routes, detailed spot grades, typical sections, and proposed contours.
- Civil details
- Landscape plans and details
- Streetscape plans, cross sections and details
- Construction details and typical sections
- Site furnishing plans within the terrace and landscaped areas, as applicable
- Site lighting / electrical plans and details
- Special provisions and technical specifications needed to supplement City Standards

PHASE 5: THE SHIPYARD

In general, Stantec will provide landscape architectural, architectural, MEP and civil engineering plans, details and specifications for The Shipyard component of the project. Overall, the items listed in tasks 1 through 5 below will all be integrated into an overall plan set for bidding, permitting and construction and will include the following:

- Cover sheet and project information
- Existing conditions and site demolition plan
- Dimensioned site plan, including paving and stripping plan
- Utility Plan, including sanitary sewer lateral, water main lateral and stormwater system. It is assumed that no improvements or engineering design is needed for the existing utilities other than a connection plan.
- Detailed grading and drainage plan for the complex.
- Structural Plans and Details for selected amenities.
- Architectural plans, details and specifications
- Mechanical, Electrical and Plumbing plans, details and specifications.
- Civil details
- Landscape architectural plans and details
- Construction details and cross sections
- Site furnishing plans
- Site lighting/ electrical plans and details
- Special provisions and technical specifications needed to supplement City Standards

TASK 1: Outdoor Events Center (Sports Field, Bleachers and Elevated Berm)

Stantec anticipates that we shall complete design and engineering for the Outdoor Events Center, as identified on the conceptual Phase 1 Plan provided in the RFP.

Stantec will complete one (1) design based on the Phase 1 conceptual plan provided in the rfp that will incorporate:

1. Preliminary alignment and implementation plan
2. Opportunities for pedestrian access to and from the amenities.
3. Brownfield requirements and amenity locations
4. Field programming and siting (size, orientation, location, etc.)

Yankee Stadium, Upland Parks, Bronx, New York

5. Potential pedestrian and bicycle support amenities (hydration-station, fix-it station, benches, signage etc.)
6. Landscape amenities
7. Preliminary product and layout selections of lighting, signage, and scoreboard.

Based on feedback received, Stantec will provide (1) preferred layout and design which will be advanced and integrated into the overall design and engineering plans for The Shipyard which will include completion of construction drawings and specifications for bidding, permitting and construction.

TASK 2: Restroom, Locker Room and Concessions Building

Schematic Design

Stantec will commence with Schematic design of the Restroom, Locker Room and Concessions building. During this phase we will work with the City to develop the desired programming and space requirements for the building as well as exterior and interior design options. Once the City selects a single design directive, a single set of required building engineering systems will be completed. The engineering systems will include Mechanical, Electrical, plumbing as well as other systems required by the approved design. During this phase we will provide the following:

1. Two design concepts for the overall interior design including associating signage and graphics to include all spaces outlined above;
2. Two architectural designs for the exterior
3. Sketch rendering of important spaces
4. Preliminary furniture selection for the locker Preliminary concessions/kitchen design
5. Coordination with other disciplines

Design Development

With the approved design selected, Stantec will continue development of the project leading to documents for construction and will provide the following:

1. Further development of plans, sections and elevations as appropriate for bidding.
2. Development of primary details related to interior and exterior construction
3. Outline specifications for interior finishes; signage and graphics; lighting and exterior systems
4. Preliminary specification for furniture in the locker room and support spaces
5. Preliminary specifications for millwork in the concessions/ kitchen as needed
6. Two final furniture schemes for the locker room for approval by owner.

Construction Documentation

With the approved design development drawings in hand, Stantec will complete Construction Documentations and Specifications for bidding and construction. Based on our understanding of the scope, the plans will include the following;

1. Architectural floor plans, typical sections and details.
2. Structural plans, details and specifications for the building and foundation.
3. Mechanical, Electrical and Plumbing plans, details and specifications associated with the building to ensure a code compliant structure.
4. Interior design plans, details and specifications.

TASK 3: Support Structures

Stantec will commence with design of support structures. During this phase we will work with the City to develop the desired programming and space requirements for the desired uses and aesthetics. Stantec will then engage with a manufacturer to develop design and construction documents and specifications for bidding, permitting and construction of selected support structures.

The plans, details and specifications are anticipated to be completed by the selected manufacturer. Stantec will include the structures on the site and landscape architectural plans and integrate into the overall design as required.

TASK 4: Multi-modal Trail

Stantec will complete one (1) trail plan based on the Phase 1 conceptual plan provided in the rfp that will incorporate:

1. Preliminary trail alignment including (asphalt or concrete vs. boardwalk trails as necessary)
2. Opportunities for connection to adjacent properties and uses
3. Potential pedestrian and bicycle support amenities (hydration-station, fix-it station, benches, signage etc.)
4. Landscape areas
5. Preliminary sign type(s) and locations for trail wayfinding

Based on feedback received, Stantec will provide (1) preferred layout and design which will be integrated into the overall design and engineering plans for The Shipyard which will include completion of construction drawings and specifications for bidding, permitting and construction.

TASK 5: Boat Slips & Floating Dock

Stantec anticipates that we shall complete design and engineering for the Boat Slips, Floating Dock and Kayak Launch area, as identified in the concept provided in the RFP.

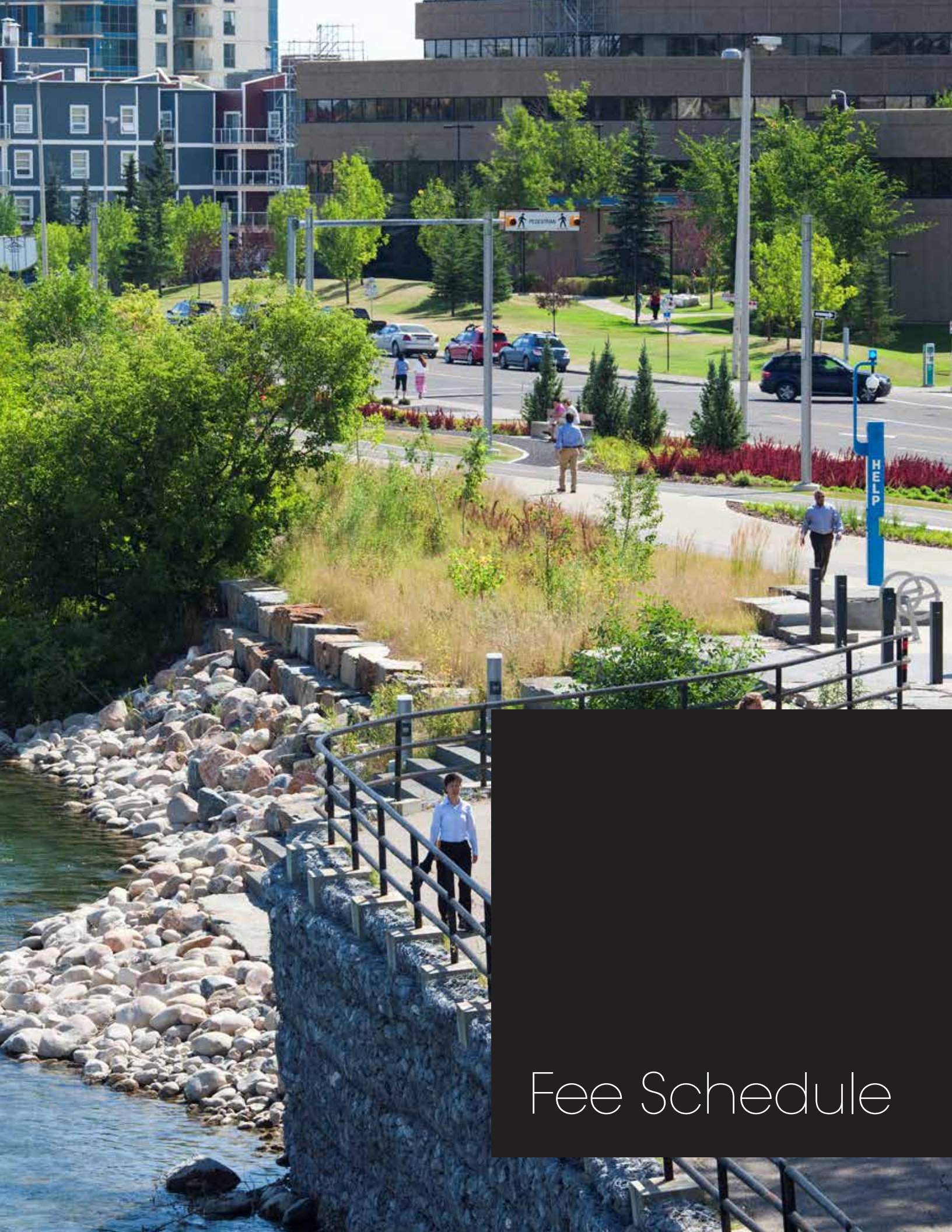
Stantec will complete one (1) design based on the Phase 1 conceptual plan provided in the RFQ that will incorporate:

1. Preliminary alignment and implementation plan
2. Opportunities for pedestrian access.
3. Boat slip programming (size of watercraft considerations, number of slips, etc.)
4. Potential pedestrian and bicycle support amenities (hydration-station, fix-it station, benches, signage etc.)
5. Landscape amenities
6. Preliminary product and layout selections

Based on feedback received, Stantec will provide (1) preferred layout and design which will be integrated into the overall design and engineering plans for The Shipyard which will include completion of construction drawings and specifications for bidding, permitting and construction.

Plan Deliverables for the Site and Public Improvements will be submitted for City review at 50% and 95% design development milestones. Plan deliverables for The Shipyard will be completed at 30%, 60% and 90% design development, and submitted to the City for progress review and comment. Final construction documents will be submitted upon completion of final City review.

In an effort to reduce the amount of printed plan sets, we propose that one (1) full size set of plans be utilized for review and comment at design review meetings with City staff (12 printed full-size sets of plans). Electronic (PDF) copies of progress plans will also be provided. Markups generated at each design review meeting will be scanned and distributed. After design completion we anticipate delivering one (1) final copy of plans and specifications for your record. Electronic versions (PDF & AutoCAD C3D) will also be provided as required.



Fee Schedule

After reviewing the City's RFP, discussions with City staff, visiting the site, and reviewing the project documentation to date, Stantec's team has outlined our estimated engineering and reimbursable costs to complete The Shipyard Development project.

We ask that the City consider the following:

- Preliminary and final design of site improvements, environmental documentation, public involvement and construction document preparation will be completed on an hourly-not-to-exceed basis plus reimbursable expenses without prior written authorization.
- Work will be billed on an hourly basis in accordance to our Standard Hourly Rates.

Tasks	**Fee**
Phase 1: Project Management & Design Meetings	$78,400
Phase 1: Public Engagement	$42,300
Phase 2: Data Collection / Survey	$38,100
Phase 3: Site Improvements[1]	$88,000
Phase 4: Public Improvements	$236,900
Phase 5: The Shipyard	
Task 1: Outdoor Events Center (Field, Bleachers & Elevated Berm)	$122,200
Task 2: Restroom, Locker Room and Concessions Building	$96,500
Task 3: Seasonal Support Structures	$38,000
Task 4: Multi-Modal Public Path	$19,600
Task 5: Floating Dock, Marina & Urban Beach	$67,000
Project Subtotal	**$827,000**
Credit $27,000 in US EPA grant funding[2]	($27,000)
Anticipated Expenses (travel, mileage, meals, lodging, printing, etc.)	$6,800
Overall Fee	**$806,800**

Optional Value Added Services:	
The Shipyard – Conceptual Planning / Visioning	$43,500

Note:

1. Environmental remediation work not included in this cost since assumed it will be completed under the US EPA Brownfield assessment grant funds previously awarded to the City which Stantec is currently under contract.
2. Assume $27,000 allocated in the City's US EPA assessment grant will be used for community outreach and reuse planning alternatives.

Project Role	Team Member	Hourly Rate
Stantec Consulting Services, Inc.		
Principal-in-Charge	Kevin Kimmes	$180
Project Manager	Mike Bach	$144
Environmental Lead	Lynelle Caine	$151
Brownfield Compliance Lead	Rick Binder	$156
Floodplain Fill Lead/Civil Engineer	Matt Clementi	$151
Environmental Specialist	Jeff Brand	$115
Environmental Specialist	Evan Weber	$95
Civil Engineer/Stormwater	Aaron Volkeninig	$156
Civil Engineer Roads	Michelle Garrigan	$144
Marine/Dock Visionary	Harold Westerman	$266
Brownfield Redevelopment Visionary	Elias Rashmawi	$306
Landscape Visionary	Amy Seek	$151
Landscape Architect	Sarah McDonald	$137
Landscape Architect	Todd Wichman	$156
Aquatic/Ice Facilities	Jim Maland	$180
Green Infrastructure Specialist	Bernadette Callahan	$151
Waterfront Permitting	Jon Gumtow	$156
Structural Engineer	Jan Hansen	$180
Lighting Engineer	Mike FitzPatrick	$151
Site Electrical Engineer	Chuck Oehrlein	$151
Architectural Lead	William Ketcham	$266
Architectural Designer	Andy Pigozzi	$156
Robert E. Lee & Associates (REL)		
Civil/Stormwater Engineer	Jared Schmidt	$145
Civil Engineer	Aaron Breitenfeldt	$102
Registered Land Surveyor	James Westerman	$115
Berners-Schober Associates, Inc. (BSA)		
Architect of Record	Ian Griffiths	$165
HVAC Engineer	Matt Veriha	$165
Building Electrical Engineer	Michael Leibham	$130
Plumbing/Fire Protection Engineer	Bob Van Lanen	$100

Supplemental Services

Supplemental services are services which are not included in the base scope of work outlined above but could potentially be needed for a project of this type. Such services may include, but are not limited to the following:

- Fieldwork beyond what is identified in the scope of work;
- Fieldwork for and design of off-site utilities;
- Contaminated soil testing;
- Contaminated soils management plan for excavated soils, dewatering fluids, and other materials that may be encountered during street work and parking lot construction;
- Additional site investigation, WDNR case closure requests, and/or post-closure modification requests beyond the North and South boatslip properties where parking lots and future developments are proposed;
- Traffic Study (if required);
- Collecting and/or providing additional information requested by regulatory agencies;
- Floodplain analysis or calculations;
- Regulatory permit applications other than FEMA CLOMR, WDNR NOI permit and WDNR Utility Extension Permits;
- Application fees for permits or WDNR fees;
- Geotechnical services and footing design recommendations;
- Land survey documents such as legal descriptions and easement documents (if needed);
- Sanitary sewer lift station (if needed);
- Subsurface analysis of the existing dock/marine wall (if found to be needed);
- Wetland Delineations;
- Opinions of Probable Construction Costs;
- Archaeological Site Assessments
- Coordination and Permitting with the State Historic Preservation Office (Section 106 Process);
- Environmental Permitting and asbestos abatement documentation for existing buildings to be razed or removed for parking lot expansion;

Assumption & Conditions

- The City of Green Bay will need to meet a rigorous review schedule (2-week turnaround) in order to meet the proposed schedule.
- The City will allow phases of the project to be completed and bid separately in order to progress construction on the Site and Public Improvements while The Shipyard is still being designed.
- It is assumed the existing dock walls and shoreline are in acceptable condition for re-development and re-construction. As the design progresses, it may be necessary to complete a surface and underwater assessment of the shoreline to further confirm the structural integrity and potential for the designed improvements. If determined to be required, Stantec can provide as an additional service.
- Survey scope of work does not include easement exhibits nor legal descriptions, or as-built documentation of any features. Requests to perform these services shall be considered additional services.
- Geotechnical investigations shall be completed by others. Stantec shall be provided geotechnical recommendations for information such as, but not limited to, retaining walls, infiltration, pavement design, foundation considerations, etc.
- Bidding of all components of the project and administration of the bidding is understood to be by the City of Green Bay. If requested, bidding and construction administrative services can be provided as an additional service.
- The City shall be responsible for providing the Engineer with pertinent information related to the project, including but not limited to, CAD files of existing features and utilities, geotechnical reports, architectural building plans, traffic studies, etc.
- The City is to provide title commitment prior to the start of survey work.
- Construction staking shall be completed by Owner and is not included in this scope of work.
- Stantec is not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)
- Task budgets are estimates and we reserve the right to reallocate budget between tasks but will not exceed the total contract without approval.
- Changes to the design requested by the City after 50% completion of Design Development documents of the Public Improvements is complete resulting in re-work shall be considered additional work subject to additional fees.
- Changes to the design requested by the City after 60% completion of Design Development documents for The Shipyard is complete resulting in re-work shall be considered additional work subject to additional fees.
- The City will provide access to the site.
- All work at the Site (site visits, site walk throughs, survey, etc) will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under Environmental Protection Agency Safety Level D conditions.
- The scope of services is based on concept plan delivered to the City by the Cunningham Group. No additional visioning or conceptual design was requested in the request for proposals and is not included in the base proposal. This largely assumes that the location, size and shape of each feature is fixed, and design will occur within these parameters. Please find an optional additional service for the shipyard outlined under TASK 1A: Shipyard Visioning (Optional Value-Added Service).

Additional Services

No additional services other that those specifically identified in the body of this proposal are included in the Scope of Work. If items outside the above-mentioned Scope of Work are found to be required, Stantec can provide you with additional professional services as an amendment to the base contract.

Appendix - Resumes

Michael A. Bach P.E.

Senior Project Engineer

Mr. Bach brings over 10 years of experience in environmental and civil engineering, site assessments, site developments, entitlements, due diligence, and overall project management. He is a licensed professional engineer utilizing technical skills and strong communication to provide clients with exceptional project delivery.

Michael has experience that includes:
Civil Engineering - Urban Redevelopment - Multi-Family Developments - Healthcare Facilities - Water Resources - Stormwater BMP Design and Green Infrastructure - Project Management - Business Development - Relationship Building - Project Management - Training & Mentorship Programs - Contract Administration - Plan Reviews - Wet Utility Design and Modeling - Utility Infrastructure Analysis - Environmental & Water Resource Engineering - Drainage Studies & Design - Various Modeling Software Experience - AutoCAD Civil 3D - Microsoft Office.

EDUCATION

Bachelor of Science, Environmental Engineering, University of Wisconsin - Platteville, WI, 2007

REGISTRATIONS

Professional Engineer #43356-6, State of Wisconsin

PROJECT EXPERIENCE

Water Resources

Glensheen Mansion Streambank and Shoreline Stabilization, Duluth, Minnesota (Project Manager)

Ashland Marina Site Planning, Ashland , Wisconsin (Project Manager)

Big Bay State Park, Madeline Island, La Pointe, Wisconsin (Project Manager)

Oregon Creek Stream Stabilization, Duluth, Minnesota (Project Manager)

Prentice Park Site Planning / Canoe Landing, Ashland, Wisconsin (Project Manager)

Site Development

Discount Tire – Various, Throughout the US, Various Locations

Walgreens Corporation, Utility Improvements and Parking Expansion, Deerfield, Illinois (Project Manager)

Utility Infrastructure Analysis, Kohler/Sheboygan, Wisconsin

Glensheen Mansion Historic Restoration Projects, Duluth, Minnesota

The C. Reiss Coal Company Operations Improvements, Escanaba, Michigan (Lead Civil Engineer)

Residential Development

Beacon Avenue Cottages, New London, Wisconsin (Project Manager.)

The Reserve at Mayfair, Wauwatosa, Wisconsin (Project Manager)

Kevin Kimmes PE

Senior Associate

Mr. Kimmes has more than 20 years of engineering experience that have encompassed a broad range of technical challenges. Kevin's municipal engineering projects have included reconstructing and developing new street, sewer, water and stormwater quality and quantity systems. Serving as a city/town engineer for various municipalities in Wisconsin and Minnesota, Kevin has made significant revisions to ordinances and design standards to position these communities for success. Kevin's experience includes managing multiple design projects, as well as reviewing private development construction. His technical engineering background is complemented by his ability to communicate effectively with people in a friendly, businesslike manner. Kevin also brings strong familiarity with innovative construction products such as geosynthetic grid and geotextiles, and understands how they can applied to deliver cost-effective projects.

EDUCATION

Master of Science, Infrastructure Systems Engineering, University of Minnesota, Minneapolis, Minnesota, 2002

Bachelor of Science, Civil Engineering, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin, 1998

REGISTRATIONS

Professional Engineer #37835, State of Wisconsin

PROJECT EXPERIENCE

Waterfront Development

Fowler Lake Shoreline Project, Oconomowoc, Wisconsin

Stormwater Management

Flood Mitigation Improvements, Eagan, Minnesota

Sports, Recreation & Leisure

Hart Park Skate Park, Wauwatosa, Wisconsin

Sheboygan Skatepark Design Services, Sheboygan, Wisconsin

Civil & Municipal Infrastructure

Marina Circle, Ashwaubenon, Wisconsin

Palumbo Circle, Johnson Creek, Wisconsin

Flood Analyses

Falls Road Storm Flood Relief Project, Grafton, Wisconsin

** denotes projects completed with other firms*

Richard J. Binder PG, CPG

Senior Associate

Richard is a professional geologist with 30 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, telecommunication, public utility, solid waste and aviation sites. His work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, petroleum pipeline and aboveground/underground storage tank management, and landfill services. Richard has also designed and implemented soil, sediment, groundwater and soil vapor remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Wisconsin, Illinois, Indiana, Michigan, Iowa and Minnesota regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and US EPA Brownfield regulatory and grants programs.

EDUCATION

Master of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin, 1989

Bachelor of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin, 1985

OSHA, Hazardous Waste Operation and Emergency Response Training, 40-hour + 8-hour Refresher, 2018

CPR and First Aid, Certification, Milwaukee, Wisconsin, 2018

Training, Confined Space Entry, Milwaukee, Wisconsin, 2010

REGISTRATIONS

Professional Geologist #734, State of Wisconsin

Certified Professional Geologist #9251, American Institute of Professional Geologists

AWARDS

1993 Chrysler Quality Excellence Award for Soil and Groundwater Remediation

1992 Chrysler Quality Excellence Award for Soil and Groundwater Remediation

PROJECT EXPERIENCE

Brownfields

US EPA Cleanup Grant Implementation, Great River Landing Redevelopment, Hastings, Minnesota

Mirro Building Redevelopment, Manitowoc, Wisconsin

US EPA Brownfields Revolving Loan Fund and Cleanup Grant Implementation, Wausau, Wisconsin (Project Manager)

US EPA Brownfields Assessment, Area-wide Planning, and Revolving Loan Fund Grant Implementation, Various Locations, Wisconsin, Minnesota, North Dakota (Project QA/QC Officer)

US EPA Brownfields Assessment Grant Implementation, Elkhart County, Indiana (Project Principal and QA/QC Officer)

US EPA Community-wide Brownfields Assessment Grant Implementation, Muncie, Indiana (Project Principal and QA/QC Officer)

** denotes projects completed with other firms*

Lynelle P. Caine

Senior Project Manager

Ms. Caine has more than 23 years of professional experience as an environmental consultant. As a senior project manager, Lynelle has completed property assessments, investigations, remediation, and demolition at numerous complex petroleum and hazardous substance brownfield, industrial, commercial, landfill, and other sites in Wisconsin. These projects were performed under multiple regulatory programs including US EPA Region 5, Wisconsin Department of Natural Resources (WDNR), and the WDNR voluntary party liability exemption (VPLE) program. She has been instrumental in securing grants funds for local government units and private developers, being the primary grant writer and project manager under multiple brownfield grant programs including the US EPA assessment and area-wide planning grants, WDNR's Ready for Reuse program, multiple WDNR State lead funded sites, and the Wisconsin Economic Developments (WEDC) SAG and Brownfield Redevelopment programs. Her experience with redevelopment of historic fill sites, waste characterization, and obtaining exemptions to beneficially reuse impacted media on and off site has resulted in significant cost savings to developers and municipalities keeping redevelopments moving forward on time and within allotted budgets.

EDUCATION

Bachelor of Science, Geology, St. Norbert University, De Pere, Wisconsin, 1994

OSHA, Health & Safety Training for Hazardous Waste Operations, 8-hour Refresher, 2016

OSHA, Health & Safety Training for Hazardous Waste Operations, 40-hour, 1994

AWARDS

2012 Brownfield Renewal Winner for Economic Impact, P.H. Glatfelter Paper Mill Brownfield Renewal

PROJECT EXPERIENCE

Brownfields

Brownfield Grant Writing, Various Clients, Wisconsin

Glatfelter Mill Redevelopment, Neenah, Wisconsin

US EPA Brownfields Assessment Grant Implementation for the City of Green Bay, Wisconsin (Project Manager)

US EPA Brownfield Assessment Grant Implementation for the City of Neenah, Wisconsin (Project Manager)

US EPA Brownfield Assessment, Area-wide Planning for City of Green Bay, Green Bay, Wisconsin (Project Manager)

US EPA Brownfields Assessment Grant Implemetation for Marinette County, WIsconsin

River Visions Partnership, Remedial Action Planning and Implementation using WEDC Brownfield Grant, Green Bay, Wisconsin

T-Wall Enterprises Remedial Action Planning and Implementation using WEDC Brownfield Grant, Green Bay, Wisconsin (Project Manager)

** denotes projects completed with other firms*

Matthew A. Clementi PE

Senior Project Manager

Mr. Clementi serves as senior project manager and senior project engineer in Stantec's Mequon, Wisconsin office. A registered professional engineer in Wisconsin and Illinois, Matt brings more than 30 years of experience on a wide variety of municipal and private development projects. His municipal expertise includes roadways, bridges, pavement management, transportation, stormwater, utility and site engineering. He has also coordinated stormwater management projects and performed flood analysis projects throughout his career.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin, Madison, Wisconsin, 1986

REGISTRATIONS

Professional Engineer #29864-6, State of Wisconsin

PROJECT EXPERIENCE

Site Development

New Berlin Historical Center Parking Lot Reconstruction, New Berlin, Wisconsin (Project Manager)

Polk Drive Parking Lot Reconstruction and Expansion, Menomonee Falls, Wisconsin (Project Manager)

The Junction at White Stone Station, Menomonee Falls, Wisconsin (Project Manager)

US Bank Remodeling, Wauwatosa, Wisconsin (Civil Project Engineer)

Eaton Corporation – Milwaukee Operations and Technical Center, Menomonee Falls, Wisconsin (LEED Site and Stormwater Coordination)

100-Dock Transfer Facility for USF Holland*, Milwaukee, Wisconsin (Senior Civil Engineer)

Drainage Design

Bear Tree Development, Dane County, Wisconsin (Stormwater Management Consultant)

Mequon Pines Haddenstone, Mequon, Wisconsin (Project Manager/Engineer)

** denotes projects completed with other firms*

Aaron C. Volkening PE

Senior Project Manager

Aaron applies a broad mix of experience, theory, and technology to water resources planning and design. For more than 18 years, he has been applying tools such as geographic information systems and hydrologic and hydraulic models to watershed, stormwater management, and infrastructure planning. Aaron's design experience includes detention ponds, channels and streams, bridge and culvert crossings, storm sewers, and other infrastructure. He has worked extensively with regulatory compliance requirements in the areas of stormwater quantity and quality, navigable waterways, and floodplain management.
With a technical background that includes graduate research in hydrology and hydraulics and university teaching in water resources related subjects, Mr. Volkening has hands-on experience in measuring and analyzing real water resources data in areas such as rainfall-runoff relations, stream gaging, and laboratory hydraulics. He is proficient in the use of XPSWMM and other SWMM software, ArcView and ArcGIS, AutoCAD, WinSLAMM, TR-55, TR-20, HEC-RAS, HEC-2, HEC-HMS, HydroCAD and HY8. He has also completed OSHA HAZWOPER 40-hour training.

EDUCATION

Bachelor of Science, Civil Engineering, University of Wisconsin-Madison, Madison, Wisconsin, 1997

Master of Science, Civil Engineering, University of Wisconsin-Milwaukee, Milwaukee, Wisconsin, 2004

REGISTRATIONS

Professional Engineer #36224, State of Wisconsin

PROJECT EXPERIENCE

Stormwater Management

Fowler Lake Waterfront Improvements, Oconomowoc, Wisconsin

Schlitz Audubon Nature Center: Stormwater and Water Resources Improvements, Bayside, Wisconsin

Pennoyer Beach Stormwater Improvements*, Kenosha, Wisconsin

Emerald Valley Detention Pond Design*, Appleton, Wisconsin

Fox Meadows Stormwater Pond – Algae Management Study, Sheboygan, Wisconsin

Stormwater Analysis and Planning for Meadowbrook Village, Pewaukee, Wisconsin

Parks & Recreation

Park / Athletic Field Grading and Drainage Design*, Wittenberg, Wisconsin

Brookfield East High School Soccer Stadium Subsurface Drainage*, Brookfield, Wisconsin

Chamberlain Field Renovation*, Platteville, Wisconsin

Murphy Field Renovation*, Waunakee, Wisconsin

** denotes projects completed with other firms*

Michelle Garrigan PE

Project Manager

Michelle is a design project manager with 25 years of experience in highway design and project management. Her experience includes managing corridor studies, coordinating communications with agencies, utilities, and railroads, preparing environmental documents, public involvement, preparing roadway and bridge plans, reviewing right-of-way plats, preparing design study reports, and PS&E documents. She has led rural and urban roadway design projects, roundabouts, projects involving rails to trails, highway expansion, historical impacts, and extensive public involvement. In addition, Michelle has been responsible for the project development process from preliminary contract negotiation to planning, design, and bid letting.

EDUCATION

BS Civil Engineering, Michigan Technological University, Houghton, Michigan, 1991

REGISTRATIONS

Professional Engineer #31966, State of Wisconsin

PROJECT EXPERIENCE

Roundabouts

US 141/Allouez Avenue*, Green Bay, Wisconsin (Project Manager)

Highway Planning and Design

Eastern Federal Lands Highway Division Restoration of Flood Damaged Road and Trail Segments, Chequamegon-Nicolet National Forest, Wisconsin (Project Manager)

Eastern Federal Lands Highway Division Disaster Road Repairs, Chequamegon-Nicolet National Forest, Wisconsin (Project Manager)

Roadway Design

CTH N/Humboldt Road*, Green Bay, Wisconsin (Project Manager)

US 41 Interstate Conversion, Green Bay - Milwaukee, Wisconsin

I 41 Noise Barriers, Brown County, Wisconsin (Project Manager)

CTH W, Oconto County, Wisconsin (Project Manager)

CTH CC, Door County, Wisconsin (Project Manager)

US 8 Corridor Study, Forest County, Wisconsin (Project Manager)

** denotes projects completed with other firms*

Ryan Raske PE

Senior Railway Engineer

Ryan is a civil engineer and project manager with experience in the design, planning, and production of various transportation projects including rail yard, and siding, and intermodal facility grading and drainage. He offers experience with project management, design management and design of small to large commercial and industrial projects. He has also worked with many local, state, and federal agencies throughout the United States pertaining to permitting and jurisdictional accommodation. Ryan has experience collaborating closely with CN staff on railway design projects through tasks assigned under our MSA with CN US Engineering. He has access to the appropriate contacts to assist the design team with preparation of plans, submission of plans, coordination of submittal reviews and interchange of information about the project.

EDUCATION

Bachelor of Science, Civil Engineering, University of Minnesota, Minneapolis, Minnesota, 2001

CERTIFICATIONS & TRAINING

Stormwater Pollution Prevention, U of M (MnDOT/MPCA), Minneapolis, Minnesota, 2016

REGISTRATIONS

Professional Engineer #82023, State of Florida

Professional Engineer #23293, State of Iowa

Professional Engineer #119481, State of Texas

Professional Engineer #40986-6, State of Wisconsin

Professional Engineer #PE-6835, State of North Dakota

Professional Engineer #45803, State of Minnesota

Professional Engineer #045999, State of North Carolina

Professional Engineer #17470, State of Idaho

MEMBERSHIPS

Member, American Society of Civil Engineers

Member, American Railway Engineering and Maintenance-of-Way Association

Presenter, 2014 - Canadian Pacific Network Capacity Expansion, American Railway Engineering and Maintenance-of-Way Association

PROJECT EXPERIENCE

Railroads

Wallace to Castle Hayne Planning & Engineering Study, Castle Hayne, North Carolina (Design Management Track and Civil Design)

Canada Grain by Rail, Multiple Locations, Alberta and Saskatchewan (Track and Civil Design Lead)

Canadian Pacific Design Siding and Yard Extension Projects, Ottumwa and Linby, IA, Baden, ND, Multiple Locations, Multiple States (Permitting Lead)

Rush Line Corridor, 15-Mile Study, Union Depot, St. Paul to White Bear Lake, Ramsey County, Minnesota (Track Design Lead)

Union Depot Railroad, Tail Track Extension, St. Paul, Minnesota (Design Management)

Kansas City Southern, Port Arthur Yard Expansion*, Port Arthur, Texas

** denotes projects completed with other firms*

Harold Westerman P.Eng.

Senior Principal, Ports and Marine – Senior Port Planner

Harold has over 30 years of experience providing planning, design, construction and project management services for a variety of private and public port and maritime infrastructure projects throughout North America and internationally. These projects have included cruise ship terminals, container ports, dry bulk facilities, LNG terminals, marinas and public waterfront developments. As a project director and senior project manager, Harold has been responsible for conceptual, preliminary and detailed design of port infrastructure, securing regulatory permits through a variety of local and federal agencies, tendering and full construction supervision and contract administration services. As a recognized port planner, Harold has conducted operational analyses followed by port and terminal master plans for numerous container, cruise, auto, bulk and LNG facilities with his expertise being recognized as a guest lecturer on the topic of shipping and port planning. His master plans include those for the ports of Vancouver, Montreal, Prince Rupert and Sept-Iles, and several new and proposed terminals including the Fairview container terminal in Prince Rupert, BC, Hochelaga and Contrecoeur container terminals in Montreal, QC, Deltaport Berth 3, Centerm container terminal expansion, Vanterm container terminal expansion, Lynnterm container terminal and Terminal 2 container terminal in Vancouver, BC, Webb Dock East container terminal in Melbourne, Australia, Chala iron ore terminal in Peru, Pointe Seraphine cruise terminal in St. Lucia and the Hilo and Kawaihae multi-purpose ports in Hawaii.

EDUCATION

Bachelor of Science in Civil Engineering - Structural, University of Alberta, Edmonton, Alberta, 1987

REGISTRATIONS

Professional Engineer #49579808, Professional Engineers Ontario

Professional Engineer #20118, Engineers & Geoscientists British Columbia

PROJECT EXPERIENCE

Marine / Waterfront Engineering

Sapperton Landing Waterfront Park*, New Westminster, British Columbia (Project Manager)

Victoria Harbour Master Plan*, Victoria, British Columbia (Project Manager)

Sandspit Marina*, Sandspit, British Columbia (Design Engineer)

Port Royal Public Waterfront Walkway Development*, New Westminster, British Columbia (Project Manager)

Fraser Lands Riverfront Park*, Vancouver, British Columbia (Project Manager)

East Fraserlands/River District Riverfront Park*, Vancouver, British Columbia (Project Manager)

Thunderbird Marina*, West Vancouver, British Columbia (Project Manager)

West Coast Express Commuter Rail Seawalls*, Burnaby, British Columbia (Project Manager)

PUBLICATIONS

Fraser Lands Riverfront Park Shoreline Edge Treatments. Proceedings for ASCE Marinas, Parks and Recreational Developments Conference, Milwaukee, Wisconsin, United States, 1995.

** denotes projects completed with other firms*

Elias A. Rashmawi ENV SP

Managing Senior Principal, Urban & Brownfield Development

Elias is a leading brownfeld development strategist and practitioner with several landmark projects completed in his more than 30 years of experience. He has a strong understanding of the complexities involved in transforming blighted properties into their best and highest uses. As leader of Stantec's Brownfeld Sector in North America, Elias is serving private developers, public entities, and Fortune-100 industrial corporations. He has led numerous complex redevelopment projects, including the largest brownfield infill site in the US, the Sacramento Rail Yard. He is an experienced remediation and infrastructure program manager and an accomplished surface water and groundwater modeler. He has completed many hydrologic studies in California's Central Valley and for various infill urban developments to design and control subsurface conditions. Elias is an expert in risk-based remediation approaches and regulatory negotiations to achieve developable land under challenging contamination conditions. He is a frequent speaker at redevelopment conferences and asset disposition strategy training meetings for Oil & Gas and Power & Energy companies.

EDUCATION

MS, Civil Engineering (Water Resources emphasis, transferred to additional post graduate studies), University of California, Davis, Davis, California, 1988

BS, Hydraulics of Water Systems, University of California, Davis, Davis, California, 1986

CERTIFICATIONS & TRAINING

HAZWOPER, 40-Hour with annual 8-Hour Refresher, California, 2017

REGISTRATIONS

Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

MEMBERSHIPS

Full Member, Redevelopment and Reuse Council (RRC), Urban Land Institute

Member, American Geophysical Union

Member, National Groundwater Association

AWARDS

2015 Project of the Year, American Public Works Association (APWA), 5th Street Road/Viaduct; 6th Street Road & Railyards Blvd. ($10 MM - $50MM)

2014 International Partnering Institute, Partnered Project of the Year, Honorable Mention, Sacramento Railyards Track Relocation Project

2014 ASCE, Sacramento Section, Urban and Land Development Project of the Year, Railyards Blvd.

2013 APWA Project of the Year, Railyards Track Relocation ($50 MM - $100 MM)

2012 ASCE, Sacramento Section, 5th Street Overhead

2012 ASCE, Sacramento Section, Bridge Large Project of the Year, 6th Street Overhead

PROJECT EXPERIENCE

Brownfield Remediation and Redevelopment

Republic FC MLS Stadium, Downtown Sacramento, California

P.H. Glatfelter Paper Mill Brownfield Renewal, Neenah, Wisconsin

Union Pacific and Amtrak Mainline Track Relocation, Sacramento, California (Project Director)

** denotes projects completed with other firms*

Amy Seek

Design Director, Senior Landscape Architectural Designer

Amy is a Design Director with over a decade of experience in landscape architecture and a focus on large scale public parks, event spaces and urban landscapes. Her prior positions included serving as co-Director of Wayward London, an art-architecture-landscape studio in the UK; as a project manager for Verdant Gardens Design, a design-build studio in New York City; and as an Associate Designer at Hargreaves Associates, where her projects included the Google Headquarters in Mountain View, Queen Elizabeth Olympic Park, and Los Angeles State Historic Park. While at Hargreaves, Amy collaborated with environmental justice organization ArcEcology on an initiative that won the Award of Excellence in Analysis and Planning from the American Society of Landscape Architects in 2007. She maintains an interest in urban agriculture and food policy as they bear on community resilience and sustainability. Amy has been published in the New York Times and Vogue, and her first book was released in 2015.

EDUCATION

Post Graduate Study, Ryerson University, Centre for Studies in Food Security, Toronto, Ontario, 2009

Master of Landscape Architecture, University of Pennsylvania, Philadelphia, Pennsylvania, 2005

Master of Architecture, University of Cincinnati, Cincinnati, Ohio, 2003

Bachelor of Science, Architecture, University of Cincinnati, Cincinnati, Ohio, 2001

AWARDS

2014 Finalist, National Parks Now! Competition - Van Alen Institute

2007 ASLA Analysis and Planning Award of Excellence, Hunters Point Waterfront Park

PROJECT EXPERIENCE

Landscape Architecture

Portland Landing, Portland, Maine

NYCHA Sandy Restoration at Coney Island, Brooklyn, New York

Weill Cornell Medical MRI, New York, New York

Google Headquarters*, Mountainview, California

Juilliard School*, Tianjin, China

Lycee Francais*, South Kensington, London, England

Spice Pavilion*, Kew Gardens, London

Van Alen National Parks Now!*

Willoughby Square*, Brooklyn, New York

Greenwich Hotel Rooftop*, New York, New York

Queen Elizabeth London Olympic Park*, London, England

Los Angeles State Historic Park*, Los Angeles, California

PUBLICATIONS

God and Jetfire. Farrar, Straus, and Giroux, 2015.

** denotes projects completed with other firms*

Todd Wichman FASLA, PLA

Associate

Stantec

Todd Wichman, FASLA, PLA brings more than 30 years of experience in landscape architecture and urban design with diverse planning and design experience in both the public and private sectors and is a respected peer within the landscape architecture community on a local and national level. Todd is a licensed landscape architect in Wisconsin. Todd is currently working on a $10 million multi-use sports facility for the City of Maple Grove, MN and is lead designer of the synthetic turf athletic fields that will accommodate football, soccer and lacrosse. Todd's recent streetscape work includes projects in the Minnesota communities of St. Cloud, New Hope, Cottage Grove, and Cold Spring.

Todd worked on the Green Bay Velp Avenue Areawide Plan as lead designer of the transformative opportunity site designs for select brownfield sites; the Village of Wausaukee Hwy. 141 streetscape improvements; and the City of Wausau Riverfront Redevelopment along the Wisconsin River. While working with another firm, Todd was also project landscape architect for Bayport High School in the Howard Suamico School District, the project included high school and athletic facility planning and design. Todd is a native of Appleton.

EDUCATION

Bachelor of Landscape Architecture, University of Minnesota, Minneapolis, Minnesota, 1984

REGISTRATIONS

Landscape Architect #19524, State of Minnesota

Landscape Architect #382, State of Wisconsin

MEMBERSHIPS

Fellow, American Society of Landscape Architects

PROJECT EXPERIENCE

Velp Avenue Areawide Plan, Corridor and Brownfield Site Study - Green Bay, WI

Green Bay University Avenue Brownfields Redevelopment Plan - Green Bay, WI

City of Wausau Riverfront Redevelopment, Wausau, Wisconsin

Currie Park, Minneapolis, Minnesota

Huset Park, Columbia Heights, Minnesota

Carson Park* Eau Claire, Wisconsin

Downtown Streetscape and Urban Design Update St. Cloud, MN

Ravine Parkway Median and Streetscape Cottage Grove, MN

Red River Ave. / CSAH 2 and Main Street Streetscape Improvements - Cold Spring, MN

** denotes projects completed with other firms*

Sarah M McDonald PLA, CLARB, ASLA

Landscape Architect | Urban Planner

Stantec

Sarah has a passion for designing spaces that improve the relationship between people's quality of life and the built environment. Her professional experience spans the realm of urban design, landscape design, and green infrastructure for a wide range of project markets. She has extensive experience with fun and creative in person and online public engagement including assembling visually compelling presentations and poster announcements, stakeholder interviews, community surveys, social media, project websites, design workshops and charettes, visual preference surveys, public open houses and information meetings with meaningful activities and pop up events.

Sarah served as a Member-at-Large and Public Relations and Communications Chair, and will be serving as President-Elect (and then President) for the Wisconsin Chapter of the American Society of Landscape Architects. In her role as PR and Communications Chair Sarah directs the development of content for the organization's website, social media platforms, newsletters and printed materials for their spring conference and professional advocacy efforts. Sarah also serves on the National PR and Communications Committee.

EDUCATION

MS Urban and Regional Planning, University of Wisconsin-Madison, Madison, WI, 2012

BS Landscape Architecture, University of Wisconsin-Madison, Madison, WI, 2008

REGISTRATIONS

Licensed Landscape Architect #41858, Council of Landscape Architectural Registration Boards

Licensed Landscape Architect #701-14, State of Wisconsin

MEMBERSHIPS

Member, President-Elect, PR & Communications Chair, WI State Chapter Board Member/Member-at-Large, Public Awareness Coalition Member, American Society of Landscape Architects

Member, Wisconsin Parks and Recreation Association

Member, American Planning Association

PROJECT EXPERIENCE

Urban Parks

Cascade Lake Park Master Plan and Trail Extension, Rochester, Minnesota

Park Master Plan and Splash Park at Mead Field*, Wisconsin Rapids, Wisconsin

Erb Park*, Appleton, Wisconsin

Jones Park*, Appleton, Wisconsin

Waterfront Development

Wisconsin Rapids Riverfront Redevelopment*, Wisconsin Rapids, Wisconsin

West Bend Riverwalk*, West Bend, Wisconsin

Fireman's Park*, Verona, Wisconsin

Trails

Fond du Lac Loop Landscape Master Plan*, Fond du Lac, Wisconsin

Lakeview Community Park Multi-Use Trail*, Middleton, Wisconsin

** denotes projects completed with other firms*

James R. Maland PE

Senior Associate

Jim is a Senior Associate with Stantec's Sports Group, which provides planning, design and construction administrative services for specialty ice, aquatic, and fountain consulting throughout North America. Jim has led the development of numerous award-winning facilities such as the ice skating ribbons at Canal Park in Washington DC, Maggie Daley Park in Chicago, Central Park in Maple Grove. Many of his projects feature design elements for all seasons and include both ice and interactive water features that attract activity and revenue generation year-round. With more than 300 ice, aquatic, and fountain projects under his belt from coast to coast, Jim is one of the most sought-after recreational facility design experts in the country. Jim regularly presents insights into his expertise at many national conferences including those of the National Recreation and Park Association, American Society of Landscape Architects, Athletic Business, and the Winter Cities Conference in Edmonton.

EDUCATION

Bachelor of Science, Civil Engineering, University of Minnesota, Minneapolis, Minnesota, 1979

REGISTRATIONS

Professional Engineer #28836, Washington, D.C. (District of Columbia)

Professional Engineer #084903, State of New York

Professional Engineer #018.0008880, State of Vermont

Professional Engineer #46639, Commonwealth of Massachusetts

Professional Engineer #PE053346E, Commonwealth of Pennsylvania

Professional Engineer #22537, State of Maryland

Professional Engineer #24GE03692600, State of New Jersey

MEMBERSHIPS

Member, Minnesota Ice Arena Manager's Association

Member, Ice Skating Institute

Member, American Council of Engineering Companies

PROJECT EXPERIENCE

Sports and Athletic Facilities

Maggie Daley Park Ice Ribbon, Chicago, Illinois (Ice Consultant and Design)

Ice Rink and Fountain at Washington Harbour, Washington, D.C., District of Columbia (Project Manager and Design)

Millennium Park Ice Rink, Chicago, Illinois

Riverwalk Commons Parks, Elkhart, Indiana

Village at Northstar Ski Resort Outdoor Ice Rink, Lake Tahoe, California (Project Manager)

Canal Park Fountains and Ice Path, Washington, District of Columbia (Project Manager)

National Gallery Sculpture Garden Ice Rink, Washington, District of Columbia (Project Manager)

Bernadette M. Callahan PE

Associate, Civil Engineer (Green Stormwater Infrastructure)

For over a decade, Bernadette has focused much of her attention on urban land development, permitting, and green stormwater infrastructure design (GSI). Since its inception in 2011, Bernadette has led the Stantec team in our work with the City of Philadelphia Water Department's (PWD) 'Green City, Clean Waters' program. The initiative represents the largest GSI program ever envisioned in the US, with a 25-year investment of $2.4B from PWD and the Pennsylvania Environmental Protection Agency. It outlines Philadelphia's long-term plan for the reduction of combined sewer overflows through investments in GSI.

EDUCATION

B. S., Bachelor of Science, Civil Engineering, University of Delaware, DE, 2005

REGISTRATIONS

Professional Engineer #PE077478, Commonwealth of Pennsylvania

MEMBERSHIPS

Past President, Philadelphia Chapter, American Water Resources Association

Member, Sustainable Business Network of Greater Philadelphia, Green Stormwater Infrastructure Partners

PROJECT EXPERIENCE

Green Stormwater Infrastructure

Philadelphia Water Department Green City, Clean Waters - Green Streets Initiative, Philadelphia, Pennsylvania (Program Manager)

Julian Abele Park, Philadelphia, Pennsylvania (Project Manager)

George W. Nebinger Elementary Schoolyard Improvements, Philadelphia, Pennsylvania (Project Manager)

Heston Gardens and Baker Playground, Philadelphia, Pennsylvania (Project Manager)

Haverford Triangle, Philadelphia, Pennsylvania (Project Manager)

Ingersoll Commons Development and Park, Philadelphia, Pennsylvania (Project Manager)

Jose Manual Collazo Playground and Recreation Center Improvements, Philadelphia, Pennsylvania (Stormwater Engineer)

Total Phosphorus Study, Cambridge, Massachusetts (Stormwater Engineer)

** denotes projects completed with other firms*

Jon H. Gumtow PWS, PSS

Wetland Ecologist

Mr. Gumtow is a professional wetland scientist (PWS) and a licensed soil scientist (PSS) in Wisconsin specializing in soil and wetland science and restoration ecology. Mr. Gumtow has 25 years of professional experience working with the Wisconsin Department of Natural Resources (WDNR) Wildlife Management Division, the USDA soil survey mapping program, as well as extensive environmental consulting experience as a field scientist and project manager. Mr. Gumtow has an understanding of the technical and regulatory aspects of environmental projects and is highly respected by regulatory personnel. His experience includes: Wetland investigations and permitting; Regulatory permit compliance; Wetland mitigation design and monitoring; Biological surveys; Natural resource and habitat restoration plans; Project facilitation and collaboration; and, National Environmental Policy Act documentation (EA/EIS).

EDUCATION

Bachelor of Science, Resource Management (Soil Science / Land Planning), University of Wisconsin, Stevens Point, Wisconsin, 1986

REGISTRATIONS

Professional Wetland Scientist #368, Society of Wetland Scientists Certification Program

Professional Soil Scientist #112, State of Wisconsin

PROJECT EXPERIENCE

Remedial Investigations

Brownfield Redevelopment, Sheboygan, Wisconsin

Emergency Planning / Response

Fox River Bank Stabilization, Menasha, Wisconsin

Environmental Management

Community Rain Garden Design, Menasha, Wisconsin

Fox River Riparian Wetland and Stream Restoration, Menasha, Wisconsin

Brown County Wetland Restoration, Green Bay, Wisconsin

Sports, Recreation & Leisure

Blue Harbor Resort/Riverfront Development, Sheboygan, WI

Habitat Restoration and Park Master Planning, Neenah, WI

Assessment, Permitting and Compliance

Brown County Wetland Mitigation Bank, Green Bay, Wisconsin

Site Development

City of Wausau Industrial Park Expansion, Wausau, WI

** denotes projects completed with other firms*

Jan Hansen PE

Senior Structural Engineer

Jan has 30 years of experience in the design, evaluation, and construction of bridges, buildings, and structures. He has strong technical structural qualifications with management, negotiation, communication, and leadership skills and an understanding of how to successfully complete projects for clients. Jan is pioneering within infrastructure markets a new valuation methodology for supporting long-term asset replacements decisions. He is experienced in the design and analysis of steel, aluminum, concrete, prestressed, PT, timber, FRP, shotcrete, and masonry structures.

EDUCATION

Bachelor of Science, Civil/Structural Emphasis, University of Wisconsin-Milwaukee, Wisconsin, 1982

Master of Science, Engineering, University of Wisconsin-Milwaukee, Wisconsin, 1994

CERTIFICATIONS & TRAINING

PONTIS, National Highway Institute, Illinois, Wisconsin, 1992

Historic Bridge Project Development Training, MnDOT, Minnesota, 2017

REGISTRATIONS

Professional Engineer #24930, State of Wisconsin

PROJECT EXPERIENCE

Pedestrian Bridges

Pedestrian Bridge at Riverside Park, Milwaukee County, Wisconsin (Project Manager and Structural Engineer)

Seven Bridges Trail Bridge Replacements at Grant Park, Milwaukee County, Wisconsin (Project Manager and Structural Engineer)

Oak Leaf Rail-to-Trail Conversions*, Milwaukee County, Wisconsin (Project Manager and Engineer)

Brown's Lake Golf Course Pedestrian Bridge*, Racine County, Wisconsin (Project Manager and Project Engineer)

Bridges

Bridge Alternative Report – Oak Leaf Trail Bridge over East Capitol Drive*, Shorewood, Wisconsin

Upper Oconomowoc Lake Dam*, Oconomowoc, Wisconsin

Five Mile Road over the Root River*, Caledonia, WIsconsin (Project Manager and Engineer of Record)

Tower Road over Skokie River*, Skokie, Illinois (Structural Engineer)

Bridge Street over the Historic Illinois and Michigan Canal Replacement*, Channahon, Illinois (Senior Structural Engineer)

Jefferson Street over the Fox River*, Burlington, Wisconsin (Project Engineer)

** denotes projects completed with other firms*

Michael T. FitzPatrick PE, LC, IES

Electrical Engineer/Lighting Designer

Mr. FitzPatrick joined Stantec in 1999 and currently serves as an Electrical Team Leader. Mike specializes in lighting and control system design, and electrical drafting and design. He is also proficient in electrical drafting, and power and distribution systems design, emergency power and distribution systems, fire alarm and detection systems, closed circuit television systems (CCTV) security system, and card access systems for various project types including multi-story buildings, mixed use buildings, roadways, sports arenas, athletic complexes, landscapes, commercial offices, boardrooms, water/wastewater and aquatic facilities, fire stations, city halls, ice arenas, and libraries. His responsibilities include project layout, preparing detail design drawings and specifications for electrical segments of the projects, shop drawing review, and site observations, such as preliminary inspections and final inspections.

EDUCATION

MnDOT Roadway Lighting Design Manual Training, St. Paul, Minnesota, 2001

Bachelor of Electrical Engineering, University of Minnesota, Minneapolis, Minnesota, 2012

REGISTRATIONS

Professional Engineer #44771-6, State of Wisconsin

Lighting Certified Professional, National Council on Qualifications for the Lighting Professions

PROJECT EXPERIENCE

Parks & Recreation

Centennial Park Pool, Park Ridge, Illinois

Ridgeland Common Community Center Improvements, City of Oak Park, Illinois

Aquatic Center Design, Huron, South Dakota (Electrical Engineer)

Aquatic Center Expansion, Apple Valley, Minnesota

Parking

Metro Transit I-35E and County Road E Park and Ride, Vadnais Heights, Minnesota (Electrical Designer)

Cedar Grove Parkway Parking Ramp, Eagan, Minnesota (Electrical Engineer)

Century College - West Campus Parking Lot Reconstruction (Electrical Designer)

Parks, Open Spaces & Cemeteries

Franklin Steele Park Splash Pad, Minneapolis, Minnesota (Electrical Engineer)

Minnehaha Park/Wabun Picnic Area Building, Minneapolis, Minnesota (Electrical Engineer)

Sports and Athletic Facilities

Airport Park Ballfield Lighting, Blaine, Minnesota

Ballfield Lighting, Scandia, Minnesota (Electrical Designer)

Bielenberg Sports Center Athletic Field, Woodbury, Minnesota (Electrical Engineer)

Charles W. Oehrlein

Electrical Designer & Project Manager/SCADA and Telemetry

Mr. Oehrlein has been with Stantec since 1987 serving as an Electrical Engineering Technician and Project Manager. His primary responsibilities include project management, writing specifications, preparing plans using CAD, and electrical construction inspection. Primarily Chuck designs electrical and control systems for water and wastewater facilities and related generator design, and Supervisory Control and Data Acquisition (SCADA) Systems. Chuck also has over 25 years of experience with lighting design, conducting energy audits, and designing security card access, CCTV systems and fire protection systems.

EDUCATION

Associate Degree, Computer Information Systems, Dunwoody College, Minneapolis, Minnesota, 1984

Associate Degree, Electrical, Dunwoody College, Minneapolis, Minnesota, 1986

REGISTRATIONS

Certified Engineering Technologist / Technician, National Institute for Certification in Engineering Technologies

PROJECT EXPERIENCE

Corporate / Office

City Auditorium Facility Plan, Eveleth, Minnesota

2009 Municipal Buildings Energy Efficiency Upgrades, Apple Valley, Minnesota

Wastewater Treatment

Wastewater Treatment Facility Improvements - Cold Spring, Minnesota

Wastewater Treatment Facility Upgrades - Babbitt, Minnesota

Wastewater Treatment Facility Improvements - Welcome, Minnesota

Wastewater Treatment Plant Improvements - Dover-Eyota-St. Charles Area Sanitary District, Minnesota

Wastewater Treatment Plant Upgrade - St. James, Minnesota

Wastewater Treatment Plant Upgrade - Eveleth, Minnesota

Wastewater Treatment Plant Upgrade(s), Mountain Iron, Minnesota

Lift Station Evaluation, St Paul, Minnesota

Lift Station No. 1 Replacement and Generator, Apple Valley, Minnesota

Lift Station SCADA System, New Hope, Minnesota

Water

Portable Generator and Pump House / Lift Station / City Hall Generator Ready Connections, Mounds View, Minnesota

Various Water Treatment Projects, Richfield, Minnesota

Well House No. 2, Dayton, Minnesota

Well No. 11 Pumping Facility and Generator Design, Cottage Grove, Minnesota

Andrew Pigozzi AIA, LEED AP

Associate

Following in his father's professional footsteps, it's no wonder that Andrew Pigozzi chose the path that he did. As a an experienced architect, Andy has shaped his career by fostering design excellence and focusing on team collaboration. His project management and business development expertise bring design satisfaction to education, municipal, and sports and recreation clients.

Andy was a key member involved in the Wrigley Field renovation. His attention to detail, proportion, and material helped modernize and restore the 100-year-old landmark structure. The project was designed to ensure that every moment, from arrival at the park to the final play, connects fans and players to the sport's history and the unique experience of the friendly confines.

Boasting a love of the outdoors, Andy's favorite part of living in Chicago is the proximity to Lake Michigan. He also enjoys exploring the National Parks as often as possible. After serving 6 years on the School Board, Andy currently serves on the City of Evanston Plan Commission, helping to determine the new building requirements of the city—shaping the community around him.

EDUCATION

Master of Architecture, University of Illinois, Urbana, Illinois, 1990

Bachelor of Science, Architecture, University of Illinois, Urbana, Illinois, 1987

CERTIFICATIONS & TRAINING

LEED AP, U.S. Green Building Council, USGBC, USA, 2009

Self-Certification Architect, City of Chicago Department of Buildings, Chicago, IL, 2012

REGISTRATIONS

Licensed Architect #001.014521, State of Illinois

MEMBERSHIPS

Member, Illinois Association of School Business Officials

Architect, American Institute of Architects

PROJECT EXPERIENCE

Hospitality

Colorado Rockies West Lot Hotel, Denver, Colorado

Sports, Recreation & Leisure

Wrigley Field Renovation, Chicago, Illinois

Arlington Park International Racetrack*, Illinois

Chicago Park District*, Chicago, Illinois

Post-Secondary Education

North Park University, Chicago, Illinois

Luther College*, Decorah, Iowa

Regis University*, Denver, Colorado

Triton College*, River Grove, Illinois

Museum Design

Art Institute of Chicago*, Chicago, Illinois

** denotes projects completed with other firms*

William Ketcham AIA, LEED AP

Principal

Mr. Ketcham has practiced architecture in Chicago for over forty years, following his graduation from the University of Kentucky. He has successfully completed a broad range of Architecture, Interior Design, Planning, Adaptive Re-use and Preservation projects. Since joining Stantec in 1999, he has been a firm leader in serving clients with award-winning design in the Higher Education, Multi-Family Residential, Entertainment and Cultural markets. As a senior designer, he embraces the challenges of all projects. As a LEED Accredited Professional, Mr. Ketcham brings a strong commitment to sustainability in his collaborations with clients.

EDUCATION

Bachelor of Architecture, University of Kentucky, Lexington, Kentucky, 1974

REGISTRATIONS

Registered Architect, State of Illinois

Registered Architect, State of Wisconsin

LEED Accredited Professional, U.S. Green Building Council

MEMBERSHIPS

Member, Institute of Classical Architecture & Art

Member, American Institute of Architects

Member, Congress for the New Urbanism

PROJECT EXPERIENCE

Stadiums, Sports Planning, and Special Events

1060 Project: Wrigley Field Renovation and Expansion, Chicago, Illinois (Principal-in-Charge)

Mixed-Use

The Club North, Chicago, Illinois

Multi-Unit / Family Residential

Lincoln and Diversey dreamTOWN Development, Chicago, Illinois (Principal-in-Charge, Senior Designer)

Rising Echo, Hamlin Schubert Development, Chicago, Illinois (Project Manager)

Pullman Artspace Lofts, Chicago, Illinois (Principal-in-Charge and Senior Designer)

Daily News Mews, Chicago, Illinois (Senior Designer and Project Manager)

64th Street and Stony Island Development, Chicago, Illinois (Project Manager)

43rd Street and South Drexel Boulevard Development, Chicago, Illinois (Principal-in-Charge)

Park Boulevard, Phase 2A, Chicago, Illinois (Principal-in-Charge, Senior Designer and Project Manager)

Park Boulevard, Phase 2B, Chicago, Illinois (Principal-in-Charge)

Park Boulevard, Chicago, Illinois (Principal-in-Charge, Senior Design, Project Manager)

Pershing Courts, Chicago, Illinois

Beth Elliott AICP

Senior Planner

Beth is an urban planner with proven experience managing complex short- and long-term projects of regional significance related to comprehensive planning, community revitalization, zoning and other regulatory frameworks, capital and facilities planning, transportation planning, transit-oriented development, downtown in-fill redevelopment, urban design, historic preservation, contract management, and public participation methods. She also has expertise in writing, reviewing, and acquiring grants and with developing effective community engagement strategies for diverse stakeholder groups. Beth is known for her collaboration and communication skills among elected officials, community members, developers, and businesses to advance projects.

EDUCATION

Bachelor of Arts, University of Iowa, Iowa City, Iowa, 2000

Masters in Urban and Regional Planning, University of Minnesota, Minneapolis, Minnesota, 2002

REGISTRATIONS

Certified Planner, American Institute of Certified Planners

PROJECT EXPERIENCE

Implementation Plans, Programs, and Systems

US Bank Stadium*, Minneapolis, Minnesota

East Downtown Parking Lot Study*, Minneapolis, Minnesota

Downtown Rezoning Study*, Minneapolis, Minnesota

Cemstone Site Plan, Lake City, Minnesota

Warehouse District Heritage Street Plan*, Minneapolis, Minnesota

Regional and Community Planning

Cedar Riverside Small Area Plan*, Minneapolis, Minnesota

Planning Experience with the City of Minneapolis*, Minneapolis, Minnesota

2040 Cottage Grove Comprehensive Plan, Cottage Grove, Minnesota

2040 Oakdale Comprehensive Plan, Oakdale, Minnesota

Zoning Administration, Various Communities, Minnesota

Comprehensive Plan Update*, Minneapolis, Minnesota

** denotes projects completed with other firms*

Philip J. Carlson AICP

Senior Planner

Mr. Carlson has been with the firm since 1976 and is involved in a wide variety of planning and design projects, including comprehensive plans, zoning studies, master plans, redevelopment projects, environmental reviews, and the design of residential, retail, office, mixed use and industrial projects. He is frequently called as an expert witness in land use and zoning cases.

EDUCATION

Bachelor of Architecture, University of Minnesota, Minneapolis, Minnesota, 1986

REGISTRATIONS

Certified Planner #05800, American Institute of Certified Planners

MEMBERSHIPS

Member, Sensible Land Use Coalition

Member, American Planning Association

PROJECT EXPERIENCE

Planning

Comprehensive Plan Update - St. Cloud, Minnesota

Minot Brownfields Redevelopment Plan, Minot, North Dakota

Green Bay University Avenue Brownfields Redevelopment Plan, Green Bay, Wisconsin

Riverfront and Center Downtown and Neighborhood Plans, Minot, North Dakota

Land Use and Transportation Plan Update, Minot, North Dakota

Land Use and Transportation Plan, Mandan, North Dakota

Comprehensive Planning

Planning Experience, Minnesota

Community Engagement

Mixed-Use Planning and Design, Minnesota

Zoning Ordinance Preparation

Hazard Mitigation Planning, Minnesota

Training

Education and Outreach

IAN W. GRIFFITHS, AIA, RIBA, LEED® AP BD+C

PRINCIPAL-IN-CHARGE

Ian is president of the firm, and has been associated with Berners-Schober since 1991. He has experience with municipalities and government agencies including local, state and federal clients. As a project manager, he is comfortable with coordinating multidisciplinary design teams on multi-phase projects. Ian has a natural aptitude for diving into and probing a problem to find the best solution. He was the project manager key projects for the University of Wisconsin - Oshkosh and Madison campuses.

RELEVANT EXPERIENCE

University of Wisconsin - Madison Athletics Master Plan
Madison, Wisconsin

National Railroad Museum Master Plan
Green Bay, Wisconsin

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

University of Wisconsin – Student Athlete Performance Center
Madison, Wisconsin

The Salvation Army - Kroc Community Center
Green Bay, Wisconsin

University of Wisconsin Oshkosh - Reeve Union Expansion & Renovation
Oshkosh, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

University of Wisconsin Oshkosh - Horizon Village
Oshkosh, Wisconsin

Wisconsin DNR - Northern Regional Headquarters & Service Center
Spooner, Wisconsin

EDUCATION

Graduate Diploma in Architecture
Bachelor of Architecture
DeMontfort University, England

REGISTRATION

Registered Architect: Wisconsin

PROFESSIONAL ACTIVITIES

AIA, American Institute of Architects
RIBA, Royal Institute of British Architects
United States Green Building Council
Rotary Club, Past President - Rotary District 6220
Rotary Foundation of Green Bay - President
The Salvation Army Advisory Board

JOSEPH G. DETTLAFF, PE

MECHANICAL ENGINEER

Joe serves as chairman of the board and leads the Engineering Department. He has been with Berners-Schober since 1984. Joe has extensive design experience with complex buildings and projects requiring multiple phases. He manages office personnel, writes contracts, and coordinates project schedules. Joe has worked with several recreation and community organizations on numerous assessment and feasibility type projects in recent years, including work with The Salvation Army in Green Bay, Greater Green Bay YMCA, and the University of Wisconsin - Madison.

RELEVANT EXPERIENCE

University of Wisconsin - Madison Athletics Master Plan
Madison, Wisconsin

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

National Railroad Museum Master Plan
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

The Salvation Army - Kroc Community Center
Green Bay, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

Secura Insurance - Satellite Corporate Office
Appleton, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

Prevea Health - Manitowoc Clinic
Manitowoc, Wisconsin

University of Wisconsin Oshkosh - Reeve Union Expansion & Renovation
Oshkosh, Wisconsin

EDUCATION

Bachelor of Science, Architectural Engineering
Milwaukee School of Engineering

REGISTRATION

Registered Engineer: Wisconsin, Michigan, Illinois

PROFESSIONAL ACTIVITIES

ASHRAE, American Society of Heating, Refrigeration, and Air Conditioning Engineers
Downtown Green Bay Board Member
Greater Green Bay Habitat for Humanity Board Member

STEVE SRUBAS, AIA
DESIGN ARCHITECT

Steve is an Architect who joined Berners-Schober in 2002. Working to organize all phases of projects, from concept to close-out, Steve's specialties include building exterior envelope design, component coordination, and quality assurance. He played a role in many recreation and community type projects, including project architect on the recently completed Downtown Green Bay YMCA renovation. Steve is also well versed in space planning, with recent work with University of Wisconsin, Prevea Health, and several local community-oriented organizations.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

Secura Insurance - Satellite Corporate Office
Appleton, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

University of Wisconsin - Student Athlete Performance Center
Madison, Wisconsin

The Salvation Army - Kroc Community Center
Green Bay, Wisconsin

Prevea Health - Manitowoc Clinic
Manitowoc, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

University of Wisconsin Oshkosh - Horizon Village
Oshkosh, Wisconsin

EDUCATION
Associate in Architectural Technology
Northeast Wisconsin Technical College

REGISTRATION
Registered Architect: Wisconsin

PROFESSIONAL ACTIVITIES
AIA, American Institute of Architects
Brown County Historical Society - Board Member
Mayor's Beautification Award Committee
NeighborWorks – Expert Volunteer
Hands On Deck – Expert Volunteer
Leadership Green Bay 2017

KRISTIN PRITCHARD, IIDA, NCIDQ
INTERIOR DESIGNER

Kristin joined Berners-Schober in 2009. She is responsible for all aspects for interior design, including space planning, finish and color selection, furnishing and accessory selection and specification. Kristin specializes in 3-D design and offers our clients a visual representation of the design scheme. Kristin is also an excellent resource to the clients' environmental graphics programs, providing a comprehensive plan while keeping the client mission and brand in the forefront.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

University of Wisconsin - Student Athlete Performance Center
Madison, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

University of Wisconsin – Student Athlete Performance Center
Madison, Wisconsin

Secura Insurance - Satellite Corporate Office
Appleton, Wisconsin

University of Wisconsin Oshkosh - Reeve Union Expansion & Renovation
Oshkosh, Wisconsin

EDUCATION
Bacachelor of Arts, Interior Design
University of Wisconsin-Stout

REGISTRATION
Registered Interior Designer: WI

PROFESSIONAL ACTIVITIES
IIDA, International Interior Design Association
Mayor's Beautification Award Committee

MATT VERIHA, PE

MECHANICAL ENGINEER

Matt is a mechanical engineer and firm treasurer who has been with Berners-Schober since 1995. He specializes in HVAC design, with a focus on optimization of energy efficiency payback. Matt strives for dependable and sustainable systems with user-friendly interfaces. Post-occupancy, he becomes a valuable resource with his intimate knowledge and detailed memory of facility systems designed.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

The Salvation Army - Ray & Joan Kroc Community Center
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

University of Wisconsin Oshkosh - Reeve Union Expansion & Renovation
Oshkosh, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

Green Bay Botanical Gardens - Visitor, Conference & Education Center
Green Bay, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

University of Wisconsin Oshkosh - Horizon Village
Oshkosh, Wisconsin

EDUCATION

Bachelor of Science, Architectural Engineering, Milwaukee School of Engineering

REGISTRATION

Registered Engineer: Wisconsin, Illinois

PROFESSIONAL ACTIVITIES

ASHRAE, American Society of Heating, Refrigeration, and Air Conditioning Engineers, Northeastern Wisconsin Chapter President

JAMIE WHITE, PE

STRUCTURAL ENGINEER

Jamie is an Associate with the firm. He is responsible for structural design and civil engineering for various projects. His experience involves all types of structural systems including cast-in-place concrete, precast concrete, steel and wood structures. He has been with Berners-Schober since 1992 and also has experience as a field representative with the firm.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

Wisconsin DNR - Northern Regional Headquarters & Service Center
Spooner, Wisconsin

Prevea Health - Manitowoc Clinic
Manitowoc, Wisconsin

Prevea Health - Rice Lake Clinic
Rice Lake, Wisconsin

Green Bay Botanical Gardens - Visitor, Conference & Education Center
Green Bay, Wisconsin

Secura Insurance - Satellite Corporate Office
Appleton, Wisconsin

EDUCATION

Bachelor of Science, Architectural Engineering, Milwaukee School of Engineering

REGISTRATION

Registered Engineer: Wisconsin

PROFESSIONAL ACTIVITIES

ASACI, American Concrete Institute
AISC, American Institute of Steel Constructions

MICHAEL LEIBHAM, PE

ELECTRICAL ENGINEER

Mike is an electrical engineer who joined Berners-Schober in 2002 with 25 years of experience in the electrical engineering field. He oversees the electrical department, working in all building types. Mike has managed numerous electrical projects for education based projects. Mike's experience includes lighting, lighting controls, power distribution, telecommunications, fire alarm, security, and sound systems.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

The Salvation Army - Ray & Joan Kroc Community Center
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

Prevea Health - Manitowoc Clinic
Manitowoc, Wisconsin

Greater Green Bay YMCA - West Side YMCA Addition
Green Bay, Wisconsin

University of Wisconsin Oshkosh - Horizon Village
Oshkosh, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

Wisconsin DNR - Northern Regional Headquarters & Service Center
Spooner, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

EDUCATION

Bachelor of Science, Electrical Engineering,
University of Wisconsin - Milwaukee

REGISTRATION

Registered Engineer: Wisconsin

PROFESSIONAL ACTIVITIES

WHEA, Wisconsin Healthcare Engineering Association

BOB VAN LANEN, RD

PLUMBING & FIRE PROTECTION DESIGNER

Bob is a plumbing and fire protection designer, responsible for code compliance, specification writing and coordination. He has been with Berners-Schober since 1987 and draws from a diverse range of project types to help design teams find the best plumbing related solutions. Bob's plumbing design experience includes medical gas system design, piping, specialty systems, storm water, sanitary and facility planning.

RELEVANT EXPERIENCE

City of Green Bay Facilities Assessment
Green Bay, Wisconsin

The Salvation Army - Ray & Joan Kroc Community Center
Green Bay, Wisconsin

Greater Green Bay YMCA - Downtown YMCA Renovation
Green Bay, Wisconsin

Wisconsin DNR - Northern Regional Headquarters & Service Center
Spooner, Wisconsin

Prevea Health - Manitowoc Clinic
Manitowoc, Wisconsin

University of Wisconsin – Volleyball Locker Room Remodel
Madison, Wisconsin

University of Wisconsin Oshkosh - Sage Hall
Oshkosh, Wisconsin

University of Wisconsin Oshkosh - Horizon Village
Oshkosh, Wisconsin

EDUCATION

Associate in Architectural Technology
Northeast Wisconsin Technical College

REGISTRATION

Registered Plumbing Designer: Wisconsin

PROFESSIONAL ACTIVITIES

ASPE, American Society of Plumbing Engineers

ASSE, American Society of Sanitary Engineers

Jared G. Schmidt, P.E.

Vice President
Civil/Municipal Engineering Manager

Experience

15 years experience in civil engineering covering the following areas of expertise:

- *Municipal engineering*
- *Site & storm water plan design*
- *Storm water management design & permitting*
- *Waterway analysis & design*
- *Site & recreational design & planning*
- *Material dredging*
- *Federal, state, and local agency permitting*

Municipal Engineering

Project manager for the design of sanitary sewer, lift stations, water main, storm sewer facilities, material dredging, street and roadwaycross sections; development of plans, specifications and necessary contract documents for bidding purposes; coordination between owner, contractor and construction observer. Coordination of public involvement meetings and information for municipal board meetings. Work also includes site design of residential developments, commercial building sites, parking lots, park and recreational areas. Project examples include:

- *Shawano Avenue, Green Bay, WI*
- *Dolomite Way, Breccia Way, Green Stone Court, Green Bay, WI*
- *Centennial Centre Blvd, Hobart, WI*
- *Centerline Drive, Founders Terrace, Lear Lane, Hobart, WI*
- *Tulip Trail, Gardenia Drive, Golden Gate Drive, Little Chute, WI*
- *East Industrial Park, Kiel, WI*
- *North Avenue Road, Denmark, WI*
- *TID Planning and creation, Hobart, Florence County, Pulaski, WI*
- *83rd Street & 90th Avenue, Pleasant Prairie, WI*

Storm Water Management Design

Regional facility designs included the development of regional storm water Best Management Practices (BMPs) for previously or newly developed areas. Identification of complete drainage basins, land uses, storm sewer coveyance systems, and site soils to design site specific BMPs. Regional ponds or other BMPs are then designed and evaluated for storm water quality and quantity impact. Project examples include:

- *"The Woods" Golf Course Storm Water Pond, Green Bay, WI*
- *Brown County Farms Pond, Green Bay, WI*
- *Bay Beach Green Infrastructure Parking Lot, Green Bay, WI*
- *Bay Beach Falling Star Amusement Ride, Green Bay, WI*
- *Centennial Centre at Hobart Regional Storm Plan, Hobart, WI*
- *Marinette Community Center, Marinette, WI*
- *City of De Pere Regional Facilities, De Pere, WI*

Education

Marquette University
Bachelor of Science
Civil Engineering, 2003

Registrations

Professional Engineer
Wisconsin

Professional Organizations

American Society of Civil Engineers
Fox Wolf Watershed Alliance, Past President
FWWA Conferences, Planning team
Northeast Wisconsin Storm Water Consortium
Brown County Home Builders Association, Government Affairs Chairman
Preble Optimist Member

Continuing Education

Dam break analysis using HEC-RAS
Source Loading and Management Model (SLAMM)
P8 urban catchment model
Post-construction storm water management
Construction erosion control
Phase II storm water regulation and compliance
Docks and marinas

Aaron Breitenfeldt, P.E.

Civil/Municipal Engineer

Experience

8 years experience in civil/municipal engineering covering the following areas of expertise:

- *Site & storm water plan design*
- *Waterway analysis & design*
- *Municipal engineering*
- *Federal, state, and local agency permitting*
- *Resident project representative services*

Municipal Engineering

Project manager for the design of sanitary sewer, lift stations, water main, storm sewer facilities, street and roadway cross sections; development of plans, specifications and necessary contract documents for bidding purposes; coordination between owner, contractor and construction observer. Coordination of public involvement meetings and information for municipal board meetings. Work also includes site design of residential developments, commercial building sites, parking lots, park and recreational areas. Project examples include:

Subdivision Design

- *Bay Beach Falling Star Amusement Ride, Green Bay, WI*
- *Tailwind Crossing, Hobart, WI*
- *Crosswind Estates, Little Chute, WI*
- *Adams Street, City of Oconto Falls, WI*
- *Somerset Fields, Bellevue, WI*
- *Various Streets, Watertown, WI*
- *Centennial Centre Boulevard, Hobart, WI*
- *Larson Orchard Parkway, Hobart, WI*
- *Hwy 96/Wisconsin Avenue, Grand Chute, WI*
- *90th Avenue & 83rd Street, Pleasant Prairie, WI*

Site & Storm Water Plan Design

Design engineer for various commercial, industrial, and residential site plan designs. Design work includes developing the layout of proposed improvements and providing detailed utility plans, grading plans, and erosion control plans. Storm water management plans are also generally required. Design of storm water management plans includes the analysis of existing and proposed drainage basins, land uses, site specific soils, and storm water conveyance features. Permitting and coordination with local municipalities and state and federal agencies is generally also required. Project examples include:

- *High School Parking Lot Expansion, Marinette, WI*
- *Green Bay Bullfrogs Stadium, Ashwaubenon, WI*
- *City of Marinette Community Center, Marinette, WI*
- *Town Center Park, Grand Chute, WI*
- *KI, Inc. Expansion, Bellevue, WI*
- *Soccer and Athletic Field Development, Denmark, WI*
- *Centennial Centre Blvd Extension, Hobart, WI*
- *Community Memorial Hospital, Oconto, WI*
- *Bay Beach Green Infrastructure Parking Lot, Green Bay, WI*

Education

UW-Platteville
Bachelor of Science
Civil Engineering, 2010

Registrations

Professional Engineer
Wisconsin

Professional Organizations

American Society of Civil Engineers

Education
NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public Works, Technology, 1987

Registration
WI Registered Land Surveyor #2242

James R. Westerman, PLS
Manager of Land Surveying

EXPERIENCE
- *P.L.S. and Survey Manager with 29 years experience*
- *Construction Staking*
- *Topographic Surveys*
- *Right-of-Way Plats*
- *FEMA Surveys*
- *Boundary Surveys*
- *Subdivision Platting*
- *Aerial Control Surveys*
- *Cadastral Surveys*
- *As-built Surveys*
- *AutoCAD Civil 3D*

Education
NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public Works, Technology, 2000

Registration
WI Registered Land Surveyor #2831

Troy E. Hewitt, PLS, CST
Project Surveyor

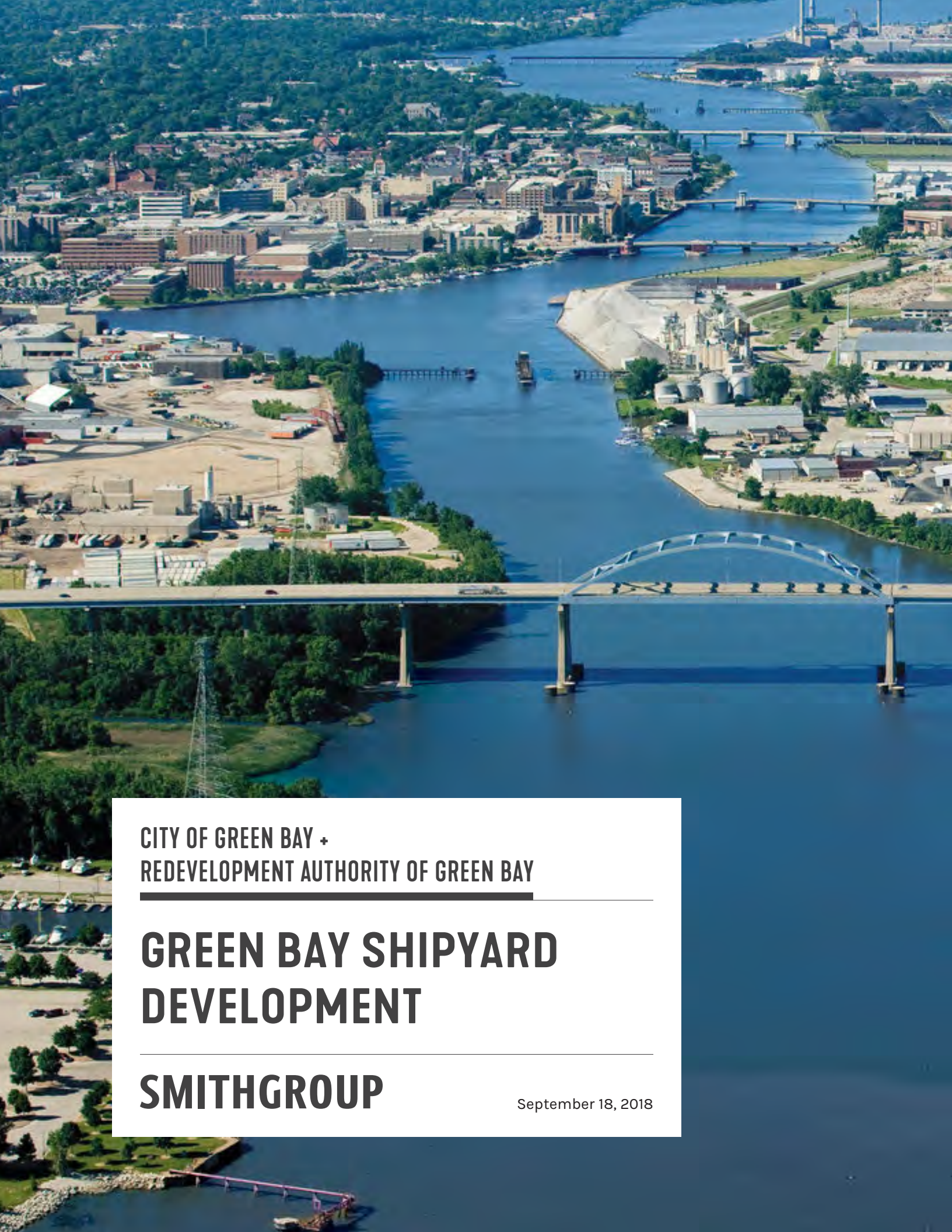
EXPERIENCE
- *P.L.S. with 17 years Experience*
- *Construction Staking*
- *Topographic Surveys*
- *Right-of-Way Plats*
- *FEMA Surveys*
- *Boundary Surveys*
- *Subdivision Platting*
- *Aerial Control Surveys*
- *Cadastral Surveys*
- *As-Built Surveys*
- *AutoCAD Civil 3D*

Education
NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public Works, Technology, 1997

Registration
WI Registered Land Surveyor #2682

Jay A. Olson, PLS, CST
Lead Field Surveyor

EXPERIENCE
- *P.L.S. with 20 years Experience*
- *Construction Staking*
- *Topographic Surveys*
- *Right-of-Way Plats*
- *FEMA Surveys*
- *Boundary Surveys*
- *Subdivision Platting*
- *Aerial Control Surveys*
- *Cadastral Surveys*
- *As-Built Surveys*



CITY OF GREEN BAY +
REDEVELOPMENT AUTHORITY OF GREEN BAY

GREEN BAY SHIPYARD DEVELOPMENT

SMITHGROUP

September 18, 2018

DETROIT RIVERWALK | DETROIT, MICHIGAN
WATERFRONT PATHWAY & PROMENADE

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SMITHGROUP

44 East Mifflin Street
Suite #500
Madison, Wisconsin 53703

September 18, 2018

Re: Green Bay Shipyard Development

CITY OF GREEN BAY + REDEVELOPMENT AUTHORITY OF GREEN BAY
100 North Jefferson Street
Room 608
Green Bay, Wisconsin 54301-5026

Dear Selection Committee,

The Shipyard redevelopment is a transformational opportunity for the City of Green Bay to create a significant destination for the community and a catalyst for ***development*** and ***revitalization*** of the neighborhood.

Transformational projects are not without challenges. Contamination and regulatory hurdles create obstacles that must be surmounted. This change is a significant transition for nearby residents and businesses, who want the best for the community but are often fearful of the threat of change because they are unsure of what the future will hold.

The Shipyard, like many other industrial waterfront sites throughout the Great Lakes, represents a significant opportunity for the City to transition a portion of its urban waterfront from an underutilized industrial site to a civic-focused destination. There is pressure to get it right and we are here to make sure that happens.

We are experienced with similar challenges and the following pages will demonstrate how we can help you:

- Develop and maintain community support with a ***stakeholder-driven process***
- Create community value through ***performance-based design***
- Integrate the site with the community through an ***authentic vision***
- Expedite the project for permitting and construction via ***innovative delivery***

Our integrated team of experts is comprised of problem solvers that weave together unique and inspiring places of beauty with hard science, engineering, and technical execution. We have developed a proven track record for delivering transformational projects within a pressure-packed schedule on challenging sites, throughout the Great Lakes and the world.

We look forward to the opportunity to engage with you and your community to make The Shipyard a reality.

Sincerely,

Bill Brose, PE
Principal-in-Charge | Engineer
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UNIVERSITY OF WISCONSIN-MADISON UNION TERRACE AND SHORELINE | MADISON, WISCONSIN
SHORELINE RESTORATION AND NEW TRANSIENT MARINA

GREEN BAY SHIPYARD DEVELOPMENT

A. TEAM OVERVIEW

TEAM OVERVIEW

SOUTHWEST WATERFRONT HOTEL DISTRICT | WASHINGTON, DC
WATERFRONT MIXED USE DISTRICT

CONSULTANT TEAM

To realize Green Bay's Vision for the Shipyard, we have forged a familiar partnership that integrates local knowledge with national expertise creating authentic places of enduring value. Our partners include Foth, who will provide environmental and permitting services, and PROS Consulting, who offers a unique and informed perspective on developing and operating civic spaces. Together, with our expertise in all facets of urban waterfronts and innovative engagement strategies, our team provides you with unparalleled design and technical capabilities. Our fully integrated team will help you transform your waterfront into a catalytic development for the City of Green Bay.

SMITHGROUP

Working across a network of 13 offices internationally, including a local office in Madison, our team of 1,300 experts is committed to excellence in strategy, design and delivery—giving rise to new and innovative processes and methodologies that are redefining the way we work as teams. Our specialists—from architects, urban designers, landscape architects, and civil and waterfront engineers develop beautiful, sustainable future-focused solutions for mixed use and urban waterfronts.

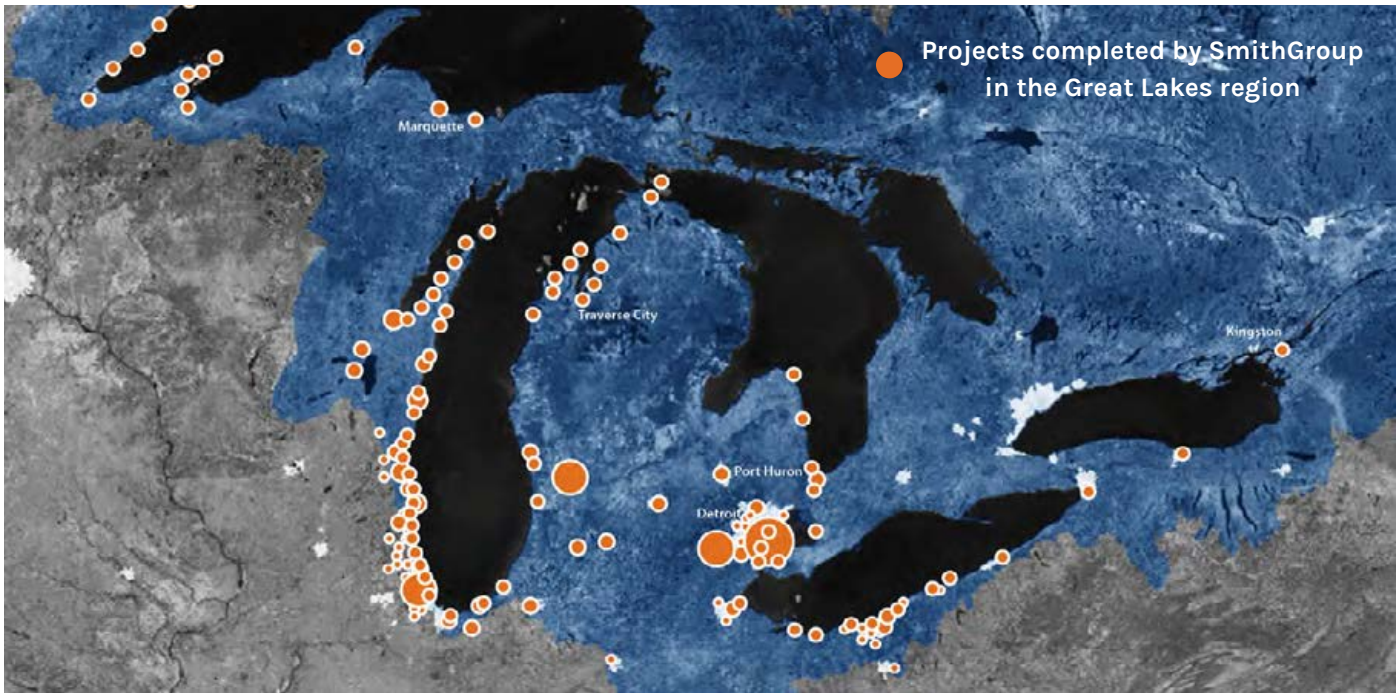
FOTH

Today and every day, Foth delivers personalized, client-centered service that keeps your goals within sight and your interests at heart. The firm's consulting engineering, science, and construction services provides technical solutions for public and private clients around the corner and around the globe. Foth delves deeply into all aspects of every project so the right questions are asked and to find the right answers.

PROS CONSULTING

PROS Consulting is a small firm with a big presence in the field of management consulting for parks and recreation public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments the firm's clients operate in. Since the firm was established in 1995, PROS has completed more than 1,000 parks and recreation planning projects in over 47 states and numerous projects.

OUR EXPERTISE



EXCELLENCE IN WATERFRONT DESIGN + ENGINEERING

The thin line where land meets water represents one of the most valuable resources in the world. Prized for their beauty, ecological importance and economic impact, waterfronts present tremendous opportunity for development. Because design along the water's edge has a major ripple effect on a community's quality of life, there is a tremendous responsibility to do it correctly. This demands an engineer's skill, a scientist's knowledge, an economist's pragmatism and an artist's touch.

SmithGroup is uniquely qualified to deliver on all fronts with a team of engineers, planners, urban designers, architects, landscape architects, ecologists and biologists that have decades of experience working in the complex environments of rivers, lakes and waterfronts.

We work closely with our clients, eager to address the vexing challenges inherent in waterfront work. Our teams know better than anyone in the industry how to move a project from concept to completion. From harbors, parks and resorts to beaches, bluffs and promenades, we can help you navigate through a maze of permits and funding sources while mitigating the natural forces of waves, floods and currents.

It is a committed, collaborative partnership that is both pragmatic and visionary. One essential aspect to creating inspiring solutions includes a firm grounding in science and engineering to provide key deliverables on the established timeline budget you require.

NORTHERLY ISLAND, CHICAGO, ILLINOIS
REDEVELOPMENT AS AN URBAN ECO-PARK

WATER

As recognized experts in waterfront planning and design, SmithGroup partners with our clients and communities to integrate the complex components required to engage water for both placemaking benefit and resource enhancement. Along rivers, lakes and oceans around the world, our waterfront practice helps create more vibrant places that add transformative value to a community, preserve and enhance ecological function and integrity, and support abundant opportunities for water-based redevelopment, recreation, and education.

SHEBOYGAN, WISCONSIN
BROWNFIELD RECLAMATION

BROWNFIELD

Whether we recommend a simple monitored natural attenuation strategy or a complete property transformation, Foth's expert team of environmental engineers and scientists are committed to developing efficient, site-unique resource remediation and restoration strategies that meet your specific reuse needs. Time and again, our award-winning (and scientifically and mathematically reproducible) land management strategies have saved our clients years of costly and unnecessary treatment and monitoring.

GREEN BAY BOTANICAL GARDEN | GREEN BAY, WISCONSIN
GRAND GARDEN EVENT SPACE

URBAN DESIGN

Urban development projects depend on collaborative networks for success: forging local partnerships and building community coalitions. We listen first: gathering information and perspective from a diverse array of stakeholders. Then we work to help shape a shared vision for future priorities and outcomes, building a broad coalition of support. The result is planning and design that authentically reflects your community, and that connects your aspirations and assets with genuine opportunities.

AT+T PERFORMING ARTS CENTER | DALLAS, TEXAS
CIVIC GREEN SPACE

GREEN BAY SHIPYARD DEVELOPMENT

B. PAST PERFORMANCE

PAST PERFORMANCE

DETROIT RIVERWALK | DETROIT, MICHIGAN
INDUSTRIAL WATERFRONT TRANSFORMATION

A GRAND VISION

The Shipyard is poised to become a catalytic project for the community by connecting the neighborhood to the waterfront with a new and vibrant destination. This opportunity will strengthen the neighborhood and help Green Bay position itself to attract new visitors, employers, and residents.

We have aligned our relevant project experience directly with these key objectives. Our deep experience with communities and clients seeking to create transformational spaces is based on a responsive approach to placemaking. We have also highlighted lessons learned that relate to this project on the following pages.

Catalytic projects have distinct and real challenges that must be addressed to bring them to life and require a team versed in their complexity. To deliver an enduring and successful civic destination, the project must:

RIVERSIDE NORTH STAKEHOLDER TOUR
LA CROSSE, WISCONSIN

DEVELOP + MAINTAIN COMMUNITY SUPPORT

To bring your distinct vision to reality, support from the community is essential. First, by adjacent residents and businesses to ensure the project connects the surrounding neighborhood. Second, by key stakeholders, including regulatory and grant agencies, to help garner support, funding, and approval of the project. Third, within the Greater Green Bay Community to develop broad-based support that jump starts the project and sees it through to fruition.

RAVINIA | HIGHLAND PARK, ILLINOIS
FESTIVAL SITE

CREATE COMMUNITY VALUE

The waterfront is potentially the most valuable redevelopment space in the city. Systems from pedestrian and bike circulation to event planning and infrastructure, must perform multiple duties to create long-term value for the community. The site must be designed to be operated and maintained efficiently and must contribute to the health and vitality of the community, connect the neighborhood to the water, and spur adjacent development.

EAST TOSA PLAZA | WAUWATOSA, WISCONSIN
COMMUNITY GATHERING SPACE

INTEGRATE WITH THE NEIGHBORHOOD

The Shipyard should blend seamlessly with the neighborhood to create a community attraction that can function throughout the year in a harsh environment for a variety of activities and a large amount of people. The final design should evoke the spirit of Green Bay and the neighborhood, creating a space that is loved because it feels like it belongs.

AYIA NAPA MARINA | CYPRUS
INTERNATIONAL MARINA

ENSURE THE PROJECT IS PERMITTED + BUILT

Technical challenges must be accommodated to keep the aggressive project schedule. The site must address environmental considerations, filling, and both waterfront and environmental permitting. Additionally, the synthetic turf field, dockage, buildings, and urban open space systems must be designed in a unique, innovative, and cost-effective manner. The technical expertise of the team will be paramount in making the vision a reality.

STAKEHOLDER DRIVEN

CHICAGO PARK DISTRICT LA VILLITA PARK | CHICAGO, ILLINOIS
CAPPED AND TRANSFORMED A FORMAL INDUSTRIAL SITE INTO A PUBLIC PLAYGROUND

We develop and maintain community support with a ***Stakeholder Driven Process***

We have been successful in many communities by listening, building consensus, and developing a shared vision by using a holistic approach that balances the economic, ecologic, and social goals with the spirit of community.

The result is a unique stakeholder engagement process that results in transformational solutions with broad community support.

CULTURAL DISTRICT | DEPERE, WISCONSIN
DOWNTOWN WATERFRONT PLAN

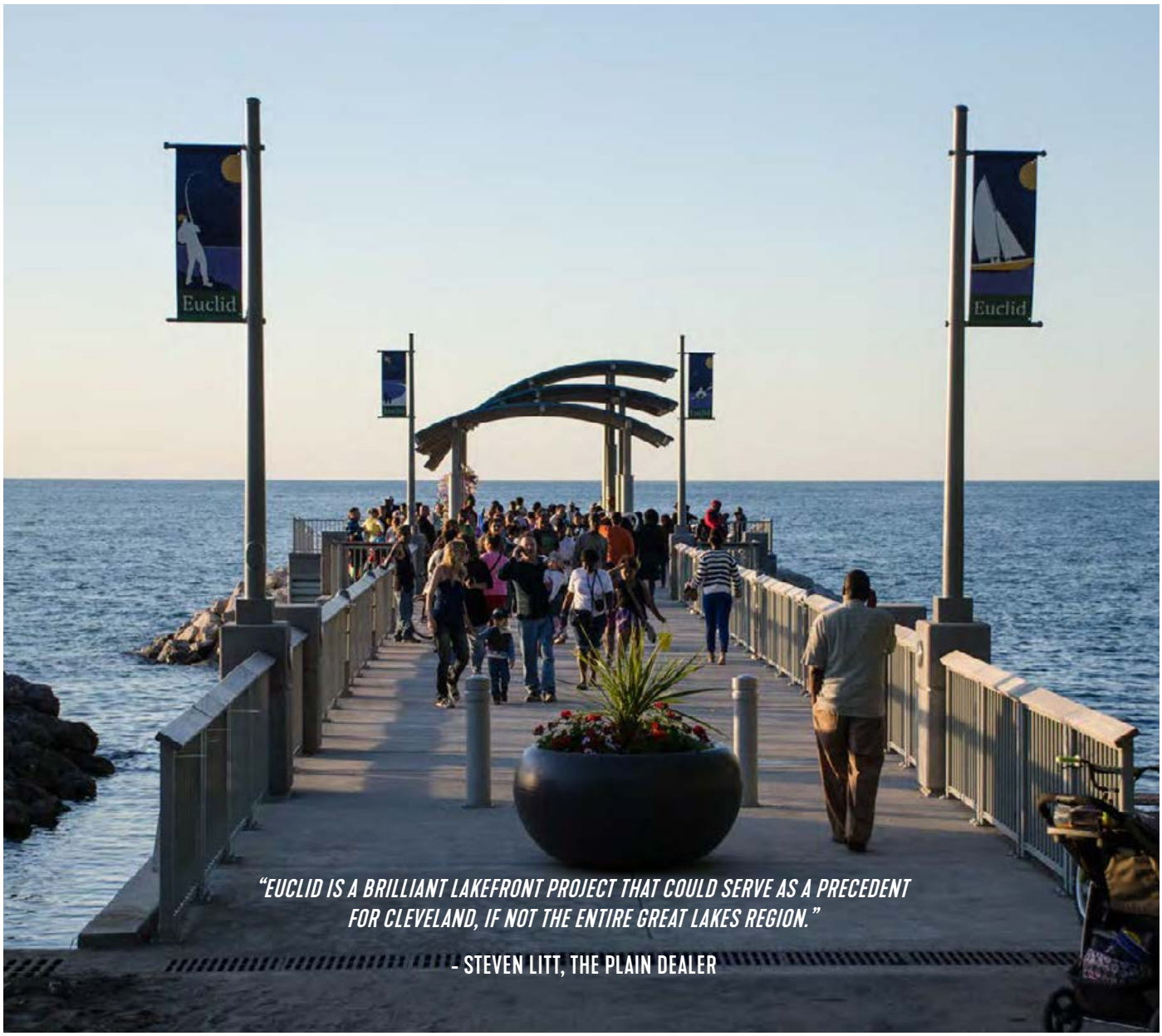
BURLINGTON FESTIVAL PARK | BURLINGTON, IOWA
TRANSFORMATIVE WATERFRONT PLAZA

PEARL STREET PARK | SIOUX CITY, IOWA
PARKING LOT CONVERSION

CASE STUDY

EUCLID WATERFRONT IMPROVEMENTS PLAN

LOCATION	SIZE	CLIENT
Euclid, Ohio	1 mile	City of Euclid, Ohio



"EUCLID IS A BRILLIANT LAKEFRONT PROJECT THAT COULD SERVE AS A PRECEDENT FOR CLEVELAND, IF NOT THE ENTIRE GREAT LAKES REGION."

- STEVEN LITT, THE PLAIN DEALER

The City of Euclid stretches along the shore of Lake Erie east of Cleveland and includes nearly four miles of shoreline largely inaccessible to the public. Over the past few decades, the shoreline has been significantly altered by man-made structures which caused severe bluff erosion, loss of near shore habitat, and created threats to adjacent homes and development. The City approached SmithGroup in 2008 to conduct a feasibility study for a private marina, with a public interest in creating additional park space and shoreline access. The result, after significant research, public outreach, and negotiation, is a holistic master plan for the waterfront, fully endorsed by public and private entities.

The size and complex combination of public and private land ownership within the project area required a cooperative approach with extensive public outreach and engagement. The team led a series of public meetings with individual homeowners and residents, private developers and business owners, public officials and politicians, and state and federal regulatory agencies and grant staff.

This project is highly significant because of the willingness of over 100 private property owners to allow public access along the waterfront.

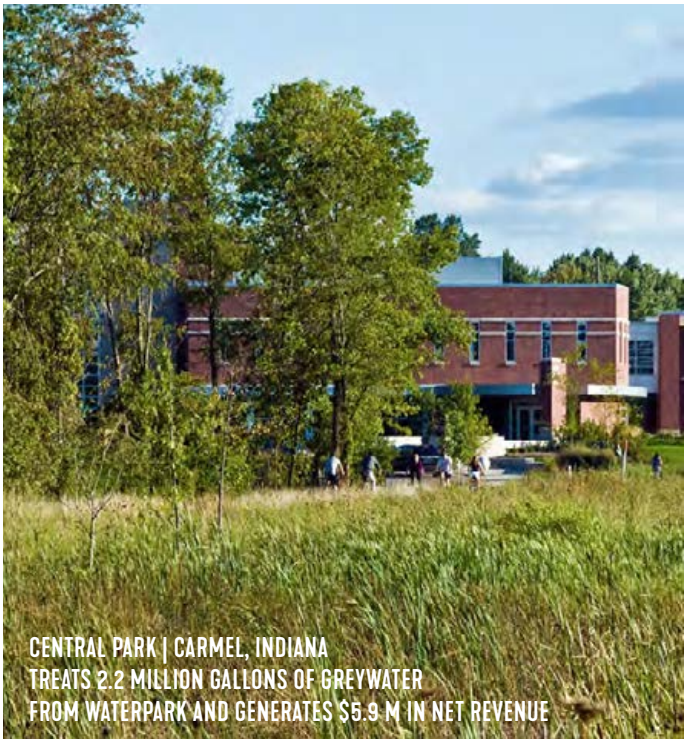
SmithGroup worked with the City to acquire and create access to the shoreline through acquisition, donation, and future easements. The majority of landowners have signed preliminary agreements and the project is poised to move forward.

PERFORMANCE BASED

MIDDLEGROUNDS METROPARK | TOLEDO, OHIO
FORMER RAILYARD INTEGRATES STORMWATER TO IMPROVE HABITAT AND WATER QUALITY

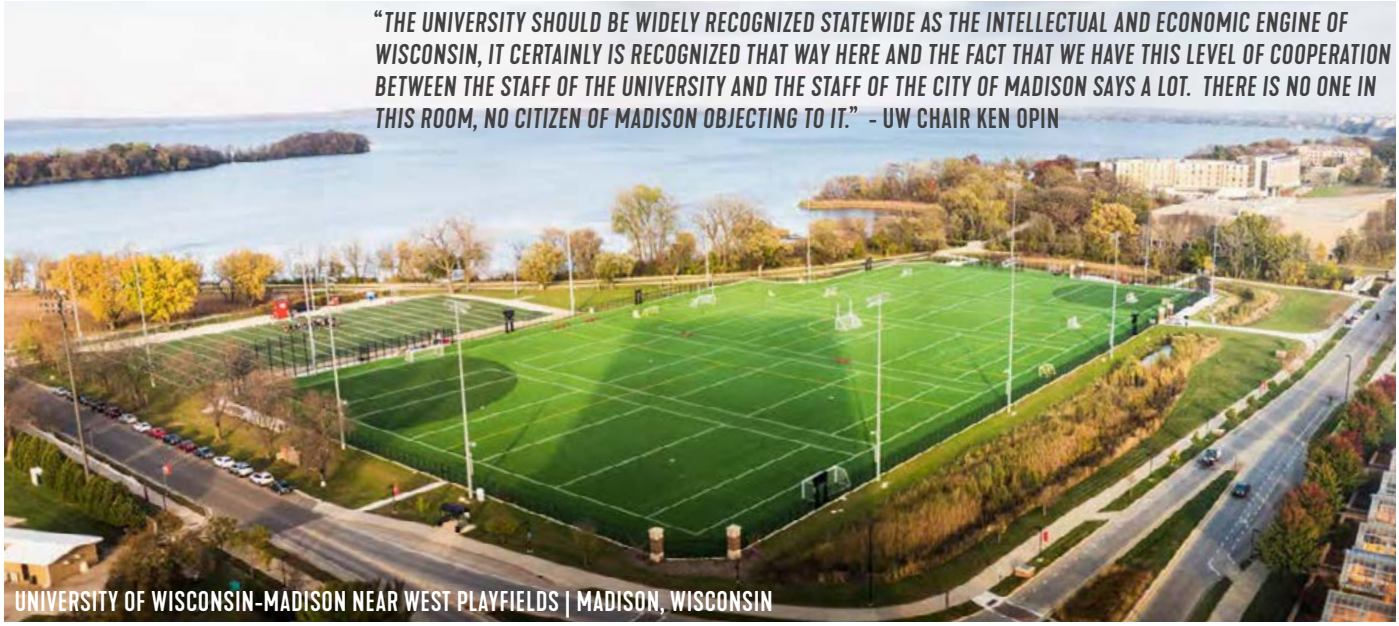
We create community value through ***Performance Based Design***

Well-designed urban landscapes should perform multiple functions and provide measurable benefits for the community. From enhanced water quality to understanding long term maintenance and lifecycle costs we design spaces that prove their value at every level. We worked with the Landscape Architecture Foundation to fund and develop their Performance Landscape Series, and continue to advance this approach to our work.



CENTRAL PARK | CARMEL, INDIANA
TREATS 2.2 MILLION GALLONS OF GREYWATER
FROM WATERPARK AND GENERATES $5.9 M IN NET REVENUE

PORTAGE LAKEFRONT | PORTAGE, INDIANA
FORMER BROWNFIELD, NOW LEED GOLDNFILTRATES
UP TO 46 MILLION GALLONS OR
90% OF ANNUAL RAINFALL



"THE UNIVERSITY SHOULD BE WIDELY RECOGNIZED STATEWIDE AS THE INTELLECTUAL AND ECONOMIC ENGINE OF WISCONSIN, IT CERTAINLY IS RECOGNIZED THAT WAY HERE AND THE FACT THAT WE HAVE THIS LEVEL OF COOPERATION BETWEEN THE STAFF OF THE UNIVERSITY AND THE STAFF OF THE CITY OF MADISON SAYS A LOT. THERE IS NO ONE IN THIS ROOM, NO CITIZEN OF MADISON OBJECTING TO IT." - UW CHAIR KEN OPIN

UNIVERSITY OF WISCONSIN-MADISON NEAR WEST PLAYFIELDS | MADISON, WISCONSIN

CASE STUDY

WILLIAM G. MILLIKEN STATE PARK AND HARBOR

LOCATION	SIZE	CLIENT
Detroit, Michigan	9.75 acres / 52-slip transiet marina	State of Michigan

As the first urban state park in Michigan (and the 97th park in the system), William G. Milliken State Park and Harbor provides a green oasis in the heart of downtown Detroit. SmithGroup worked with the MDNR and the Michigan Economic Development Corporation on the development of the park concept, the refinement of the design, and the multi-year implementation process. The city was engaged in the process and multiple planning sessions as the park's location and programming began to take shape and linkages were made to the river and Detroit's rich tapestry of neighborhoods, historic features, greenways, and destinations.

ENVIRONMENTAL SUSTAINABILITY

Located adjacent to, and within, the RiverWalk's 3.5 mile walkway, Milliken Lowland Park restores and protects the river's ecological communities with a new wetland and storm management system. Milliken's new wetlands create ***native habitat for 62 species*** of migratory and resident birds, few of which were present prior to the restoration. Where once there was a desolate brownfield, now there is a marsh alive with Virginia rails, red-winged blackbirds, frogs, turtles, and fox.

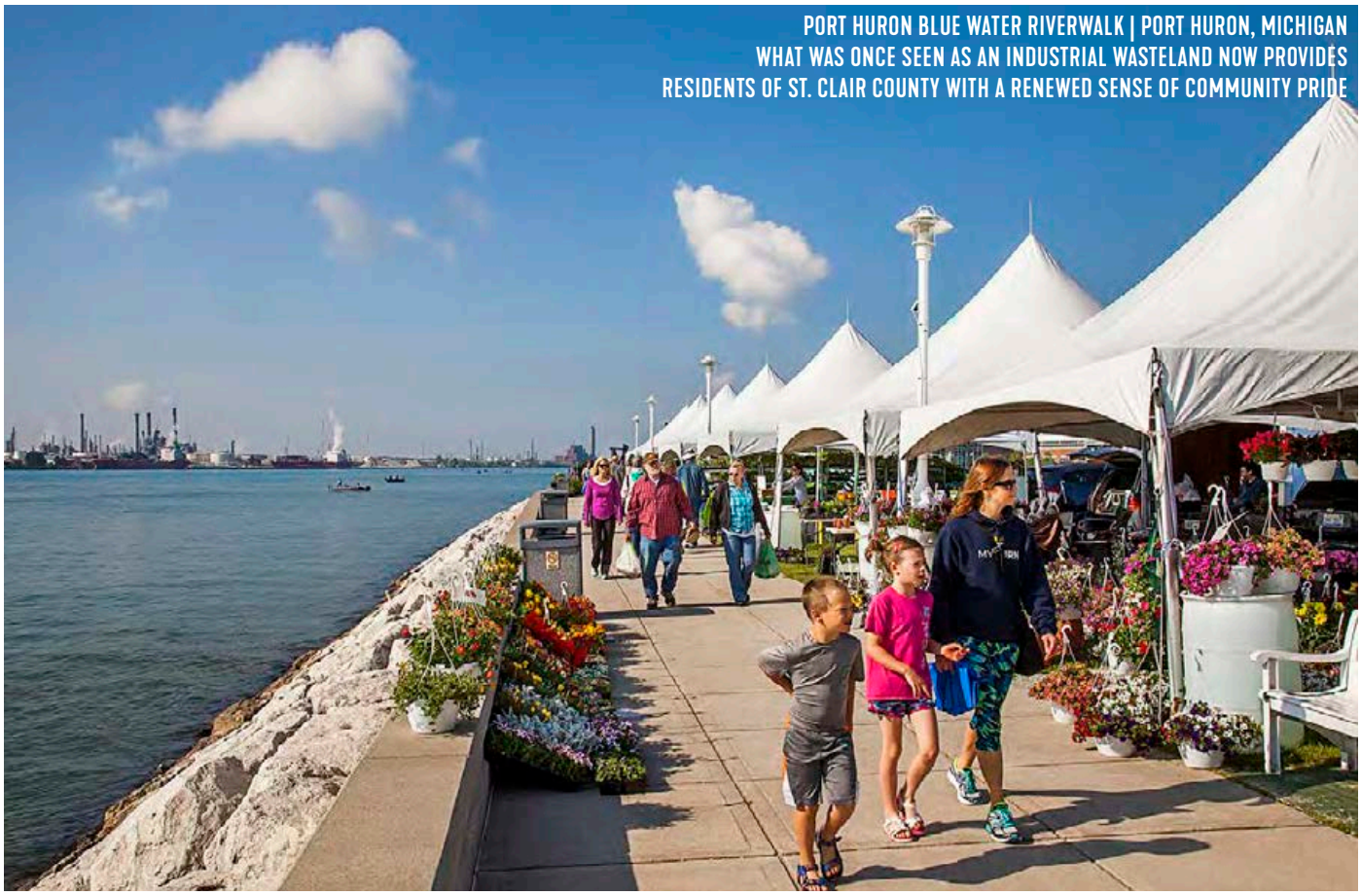
The Milliken wetlands were also designed to manage runoff from the redeveloped sites. When the adjacent property is developed, the wetland system will filter ***4.5 million gallons of runoff annually.*** While using wetlands to treat stormwater is not a new concept, the park's process of treating and storing urban stormwater runoff on public land from private land is truly unique and is part of the interpretive education system depicted throughout the park. ***Over 450 trees and shrubs now thrive in Milliken Park's once barren site***, sequestering three tons of CO2 every year.

AUTHENTIC VISION

WARREN CITY CENTER | WARREN, OHIO
CIVIC PLAZA WITH ICE SKATING AND SIGNATURE SCULPTURE REDEFINES CIVIC CORE

*We integrate the site with the community with an **Authentic Vision***

We view design as a process that extends the values and goals of the community into the development of a program. We will begin with the great framework that has been built to date and refine the details in a way that makes it authentic to Green Bay by reflecting the spirit and culture of the community and expressing it as a brand and identity for the site.



PORT HURON BLUE WATER RIVERWALK | PORT HURON, MICHIGAN
WHAT WAS ONCE SEEN AS AN INDUSTRIAL WASTELAND NOW PROVIDES RESIDENTS OF ST. CLAIR COUNTY WITH A RENEWED SENSE OF COMMUNITY PRIDE

EAST TOSA PLAZA | WAUWATOSA, WISCONSIN
FORMER GAS STATION AND PARKING LOT TRANSFORMED INTO A COMMUNITY GATHERING HUB

CASE STUDY

ALUMNI PARK

LOCATION	SIZE	CLIENT
Madison, Wisconsin	1.5 acres	University of Wisconsin-Madison

The vision for the Alumni Park completely redesigns the corridor between the historic Red Gymnasium (Red Gym) and the Memorial Union, once an underused parking lot. The new 1.5 acre park not only reconnects two of the most popular gathering spaces on campus—the lakeshore and Library Mall—but also expands public access to the lake and creates a seamless connection between the Memorial Union Terrace and the new One Alumni Place building.

The park expresses the vision and ideals of the "Wisconsin Idea" through unique public art sculptures and lighting.

PARK DISCOVERY FEATURES

Alumni Park features entry gateways from Langdon Street, the Memorial Union Terrace, and One Alumni Place, which introduce the park to the users and provide interpretive guidelines for "discovery points" throughout the park. These discovery points are embedded, both physically (as exhibits) and digitally (as interactive mobile applications) throughout the park to allow visitors to take a journey through UW-Madison's history and encourage conversation, creative collaboration, and personal reflection. The gateways include guide maps, interpretative information, and instructions for accessing the Alumni Park mobile application. The app provides in-depth information on the park features, stories, and it offers additional resources for individuals to share their own UW-Madison experience.

SUBSURFACE LOADING TECHNOLOGY

Underlying all aspects of the park is the fact that nearly half of the park is actually designed over a massive loading dock structure. In order to preserve the routine building functions and services to the adjacent Memorial Union, Pyle Center, and Red Gym facilities, a primary design driver for the park included accommodating the roughly 300 weekly deliveries to the Memorial Union.

INNOVATIVE DELIVERY

CHICAGO PARK DISTRICT LA VILLITA PARK | CHICAGO, ILLINOIS
WORKED WITH THE US EPA TO CLEAN UP A CONTAMINATED PARK

*We ensure the project is permitted and built with an **Innovative Delivery***

Our team's approach blurs the boundaries between built and natural, creative and technical, working at the macro-systems down to micro-detial. Our philosophy seeks to underscore and celebrate the blurring of these lines through multiple disciplines including landscape architecture, art, architecture, engineering, ecology, and public programming in a way that enables your project to progress quickly from design through construction.

AYIA NAPA MARINA | CYPRUS
SMITHGROUP PATENTED WAVE MITIGATION WALL FOR INTERNATIONAL MARINA

CHATFIELD RESEVOIR | DENVER, COLORADO OVER DESIGNED OVER $67 M OF INFRASTRUCTURE IN 12 MONTHS TO ACCOMODATE 12' LAKE RISE

CLEVELAND NORTH COAST HARBOR MARINA | CLEVELAND, OHIO
EXPEDITED CONSTRUCTION FOR DESIGN/BUILD DELIVERY IN HIGH PROFILE CIVIC SETTING

CASE STUDY

ATHLETIC FACILITIES

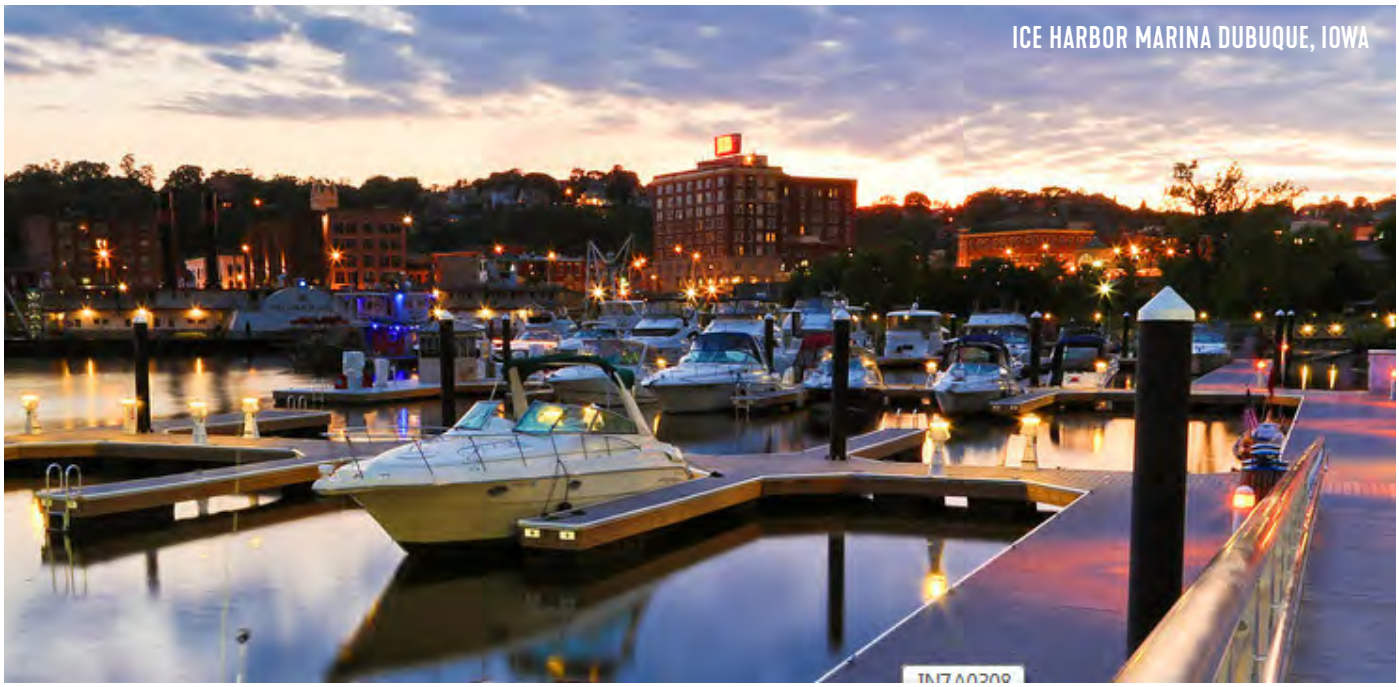
LOCATION	SIZE	CLIENT
Evanston, Illinois	Various	Northwestern University

In the late 1990s, SmithGroup transformed 20-acres of prominent lakefront property along the shores of Lake Michigan into Northwestern University's outdoor athletics facilities to accommodate multiple varsity programs as well as club, intramural, and recreational activities. The artificial turf playing field was lined specifically for field hockey and constructed over a pervious asphalt base to take advantage of existing permeable soils and improve field drainage. Permanent seating was added for approximately 300 fans, as well as a sound system, a permanent scoreboard, lighting for night games, and extensive landscaping.

After years of extensive use, the existing field hockey and soccer/lacrosse fields were replaced with new synthetic turf playing surfaces. The south grass athletic/recreation field has been converted to a striped synthetic turf surface to provide a practice field for the football team. To make space for the new 100-yard field, the existing soccer/lacrosse field was shifted slightly north which also required moving the existing bleachers and game operations booth north. New sports lighting will be provided for the field hockey field, and will made available for scheduled competition and recreational use.

Both venues accommodate multiple varsity programs as well as club, intramural, and recreational activities. Upgrades have been made to electrical infrastructure with pedestrian lighting improvements and asphalt walk improvements for the existing lakefront pedestrian path.

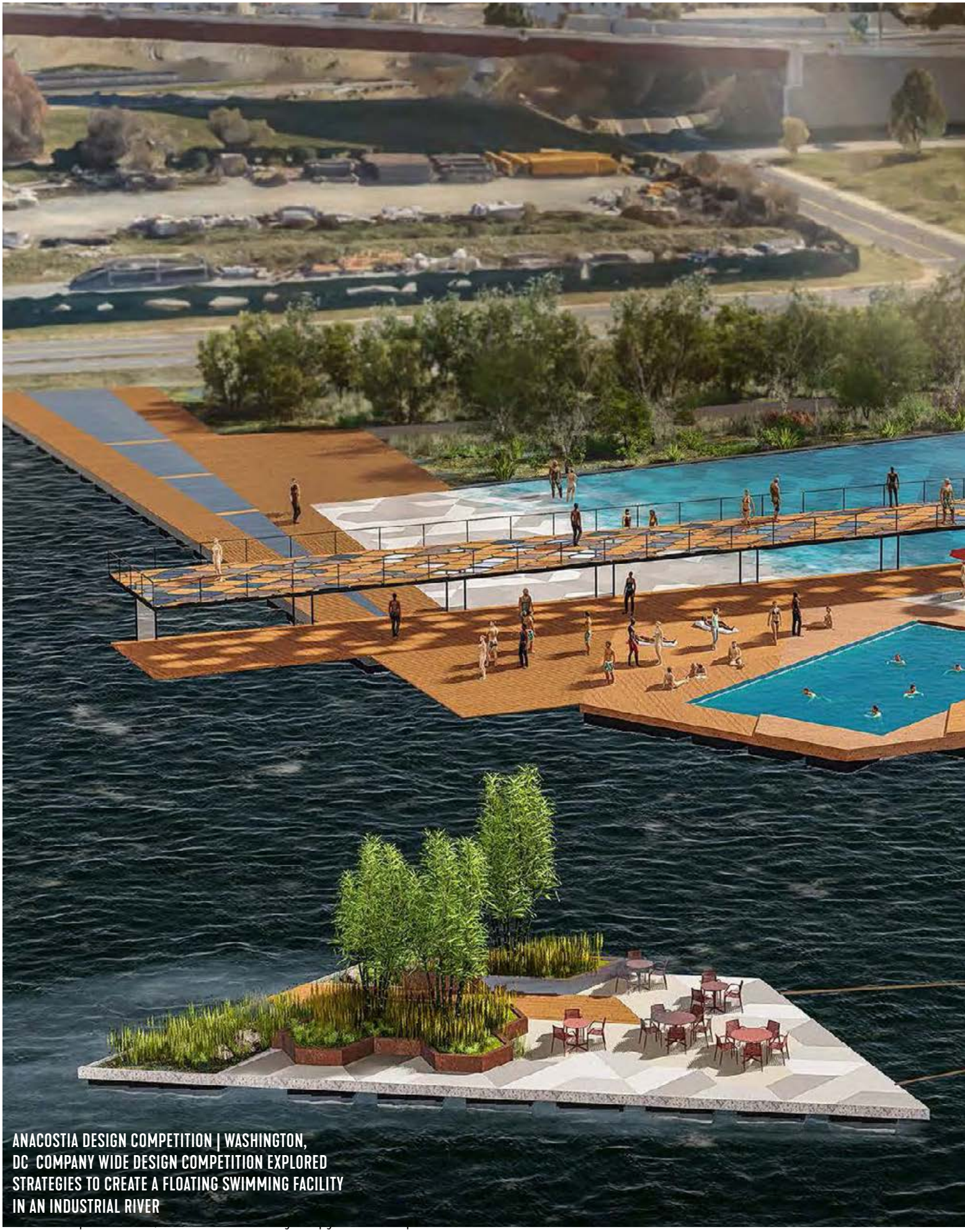
ADDITIONAL PROJECT EXPERIENCE



ICE HARBOR MARINA DUBUQUE, IOWA

DISCOVER CENTER AT LAKESHORE STATE PARK
MILWAUKEE, WISCONSIN

	Community Gathering & Events Space	State & Federal Water Resource Permitting	Approvals	Catalytic Implementation Strategy	Environmental Remediation	Urban Design & Wayfinding	Marine Infrastructure & Dockage	Civil	Coastal	Structural Engineering	Landscape Architecture	Design	Community/Stakeholder Engagement	Stormwater and Green Infrastructure Design/Engineering	Utility & Infrastructure Improvements
RECREATION & ATHLETICS															
Northwestern University Athletics Complex Evanston, Illinois	•	•	•		•	•	•	•		•	•		•	•	•
Near West Playfields Madison, Wisconsin	•	•					•	•		•	•		•	•	•
Chicago Park District La Villita Park Chicago, Illinois	•				•		•	•		•			•		•
UW-Madison North Football Practice Field Madison, Wisconsin	•				•		•	•		•	•		•	•	•
Green Bay Botanical Gardens Green Bay, Wisconsin	•	•	•		•		•	•		•	•		•	•	•
AT&T Performing Arts Center Dallas, Texas	•				•			•		•	•				•
BROWNFIELD TRANSFORMATIONS															
Milliken State Park | Detroit RiverWalk Detroit, Michigan	•	•	•	•	•	•	•	•		•	•		•	•	•
South Pier Redevelopment Sheboygan, Wisconsin	•	•		•	•	•	•	•		•	•		•		•
Lake Vista Redevelopment Oak Creek, Wisconsin	•	•	•	•	•	•	•	•		•	•		•		•
Beer Line B Redevelopment Milwaukee, Wisconsin	•			•	•			•		•	•				
Portage Lakefront Park Portage, Indiana	•	•	•	•		•	•	•		•	•				•
WATERFRONTS															
UW Memorial Union Shoreline & Alumni Park, Madison, Wisconsin	•	•	•		•	•	•	•		•	•		•	•	•
North Coast Harbor Cleveland, Ohio	•	•			•	•	•	•							•
Sister Bay Waterfront & Beach Sister Bay, Wisconsin	•	•	•			•	•	•		•	•		•	•	•
Soo Line Oredock Park Ashland, Wisconsin	•	•	•	•	•	•	•	•		•	•		•	•	•
Southwest Waterfront | DC Water Washington, DC	•				•					•					
Burlington Riverfront Plaza Burlington, Iowa	•	•	•		•	•	•	•		•	•		•	•	•
URBAN INTEGRATION															
District Detroit Detroit, Michigan	•		•		•		•	•		•	•		•	•	•
Hill Farms Madison, WI	•	•	•		•		•	•		•	•		•	•	•
69th Street Center Wauwatosa, Wisconsin	•		•	•	•		•	•		•	•		•	•	•
Harbor District Milwaukee, Wisconsin	•		•		•	•		•			•			•	
Anacostia Floating Pool Washington, DC	•		•		•	•		•			•			•	
State Street Redevelopment Madison, Wisconsin	•		•		•			•		•	•				•



ANACOSTIA DESIGN COMPETITION | WASHINGTON, DC COMPANY WIDE DESIGN COMPETITION EXPLORED STRATEGIES TO CREATE A FLOATING SWIMMING FACILITY IN AN INDUSTRIAL RIVER

GREEN BAY SHIPYARD DEVELOPMENT

C. KEY PERSONNEL

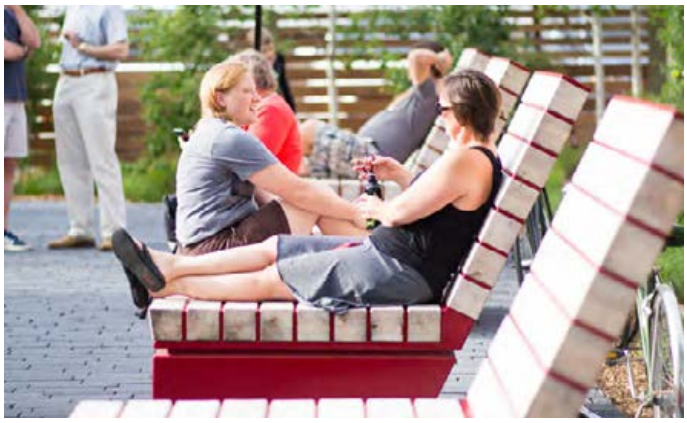
ORGANIZATIONAL CHART

OUR TEAM

We've assembled an unparalleled team to realize your vision for The Shipyard, to create a dynamic waterfront that will be a community destination that brings back visitors time after time, all year round. Our team members bring together nationally renowned talent, unique perspectives and multi-disciplinary design expertise to create a transformational experience.

We are well versed in engagement strategies, programming and public place design, stormwater, environmental permitting, athletic and event facilities and waterfront implementation. Our history working together will help bring all aspects of the project together.

Our team structure will leverage a national perspective through the duration of the project. A local team, fluent in urban waterfronts will perform all key aspects of the project from day to day communications through documentation. In addition, a multi-office critique team will conduct internal charrettes, critiques and technical reviews to provide the team with feedback to maximize value, design innovation and constructability.



CITY OF GREEN BAY, WISCONSIN

PROJECT LEADERSHIP

Gregg Calpino
Principal-In-Charge | Public Engagement

Tom Rogers
Lead Designer

Andy Luehmann
Project Manager

Bill Brose
Lead Waterfront Engineer, Vice President

CORE TEAM MEMBERS

Nate Novak
Landscape Architect

Mark Bastian
Lead Architect

Rob Wright
Waterfront Engineer, Principal

Meghan Hawkins
Architect

SUB CONSULTANTS

PROS Consulting

Leon Younger
Park Management Strategist

Michael Svetz
Park Facilities Operations

FOTH

Chris Anderson
Environmental Engineer

Michael Stirk
Community Relations Planner

CRITIQUE TEAM

Lori Singleton
Design Director + Landscape Architect, Principal

Paul Wiese
Athletic Stadium Expert, Vice President

Patrick Doher
Civil Engineer + Brownfield Redevelopment Expert, Senior Vice President

Margaret Boshek
Coastal Engineer

Paul Urbanek
Design Director + Architect, Vice President

Jason Stangland
Waterfront Practice Director, Principal

"THE DOCK IS A PART OF THE CITY'S IDENTITY. EVERYONE WHO HAS EVER LIVED HERE HAS A STORY ABOUT THE ORE DOCK"

- SARA HUDSON, PARKS AND RECREATION DIRECTOR, CITY OF ASHLAND

ASHLAND ORE DOCK | ASHLAND, WISCONSIN

GREEN BAY SHIPYARD DEVELOPMENT

D. WORK PROGRAM

SCOPE OF WORK

Our approach is based on a proven strategy to bring a project vision to fruition in a manner that aligns with your key goals and objectives, meets your schedule and budget, and creates a catalyst for the community. It will help you succeed by utilizing:

- A **stakeholder-driven** approach to ensure the design blends seamlessly with the community in a catalytic way.
- A **performance-based** design that identifies and communicates the value of the project to the community.
- **Authentic** placemaking strategies to craft an image that resonates with the neighborhood, and reflects the values, goals and spirit of the community.
- **Innovative delivery** that expedites permitting and construction, ensuring the project is built on time and under budget.

PROJECT UNDERSTANDING

Our scope of services is based upon the Request for Qualifications released on August 14, 2018 to provide construction documentation and permitting for The Shipyard and adjacent sites. The work outlined below is based on a construction budget of $8 million and will include the design and permitting of a signature public recreation and entertainment facility at 100 W. Mason Street. In addition, it will include streetscape improvements on Arndt, Bridge, and Pearl Streets, safe non-motorized railroad crossings at Mason, Arndt and Bridge Streets and improvements for approximately 800 surface parking spaces.

The design will include:

- A multi-season Outdoor Events Center with an artificial turf field
- A permanent structure for restrooms, locker rooms and/or concessions
- Permanent or seasonal structures for food, beverage, retail, and recreation
- Public amenities that could include an urban beach, playground or splash play
- A public, accessible multi-modal path and/or boardwalk for the boundaries of the slip
- a floating dock for transient boaters and an accessible kayak launch

Improvements should promote accessible, non-motorized routes that connect the neighborhood to the development and improve visibility and connectivity, such as signage, landscaping, placemaking amenities and safe railroad crossings.

The Shipyard site will require both removal of unsuitable construction materials and site fill to raise the site elevation above the existing FEMA flood base level. In addition, the design will include appropriate measures for environmental remediation and amend the existing environmental closure report in accordance with the requirements of the DNR. Typical and customary stormwater management features will be incorporated into the overall approach.

The following scope assumes the project team is entitled to rely on base information supplied by the city, and that the condition of the existing shoreline is suitable to leave in place to construct the required improvements.

SCOPE OF SERVICES

Our program is divided into two main phases, **Validation** and **Documentation**. The Validation Phase will include analysis, outreach and programming to ensure we design and develop the right vision for the community, so we can more forward quickly and confidently.

The Documentation Phase will include Design Development, Permitting, Construction Documents, and Bidding, along with ongoing public engagement to maintain community support throughout the duration of the project.

VALIDATION PHASE

TASK ONE: CONFIRMATION

Our primary focus is to confirm the project approach and program, verify the technical and operational challenges, and engage the community in a meaningful way to create support for the project. The outcome of the confirmation task will produce a clearly defined vision and plan for the project, with broad community support, that can be implemented for the project budget.

1.1 Program Analysis

Based on input from city staff, SmithGroup will develop initial market analysis, program and performance goals to meet the desired outcome of the design. This will provide support for the management structure to implement the maintenance needs as outlined and ensure the assets of The Shipyard are well maintained to create the highest level of use for users of the park and recreational facilities.

1.2 Site Analysis
The SmithGroup team will review the current master plan with the City's project team to confirm the overall project program, approach, schedule, base data, and public engagement strategy. We will review the program requirements with existing and proposed conditions to determine key challenges and prioritize key decisions. We will also determine if any additional base information or data is necessary to complete the plans.

1.3 Coastal Analysis
The SmithGroup team will perform a coastal analysis to determine the impact of wind driven waves, boat wake waves and reflection/refraction/defraction on proposed dock improvements.

1.4 Environmental Analysis
We will review the soil and groundwater results and existing site assessment documents and closure plan to determine appropriate amendments and whether any additional geotechnical investigation is warranted.

1.5 Initial Stakeholder Meetings
Our team, in collaboration with city staff, will organize and attend a series of meetings. Meetings are anticipated to occur during a single two-day trip.

- Steering Committee – SmithGroup will review the initial program and site analysis with the project steering committee and city staff, including visual preference of preferred approach.
- Stakeholder Meetings – We will attend stakeholder meetings with key community members.
- Public Input Meeting – SmithGroup will attend a public input meeting to gather input on elements of the proposed plans, and key considerations for refinement of the design.

1.6 Program Summary
SmithGroup will incorporate feedback from the meetings along with additional input from city staff into a final program summary that includes recommendations on year round recreation programming and staffing opportunities at the site along with an operational analysis for the Shipyard. This analysis will include national and regional trends on programmed youth and adult offerings, core programs and identify opportunities for revisions and enhancements of the site. We will also summarize dockage considerations for the user interface, number and size of boats anticipated as well as layout and manuvering room. The summary will be used as the basis for Schematic Design.

TASK TWO: SCHEMATIC DESIGN

2.1 Initial Schematic Design (SD)
At the direction of city staff, SmithGroup will prepare two initial Schematic Design concepts of the site, public, and Shipyard improvements to explore how the overall layout and character of the design can best meet the program and goals of the city. We will review the initial concepts and approach with city staff, along with preliminary budget considerations and incorporate comments into a single schematic design, including an SD level Opinion of Probable Construction Costs (OPCC).

2.2 Schematic Design Review
SmithGroup, in collaboration with city staff, will organize and attend a series of meetings to review the Performance Goals, Schematic Design and OPCC and

gather additional input, meetings are anticipated to occur during a single, two-day trip.

- Regulatory Agency - SmithGroup and city staff will meet with agency staff to review and discuss the proposed improvements, shoreline approach, environmental mitigation, capping and permit amendment with agency staff from the WDNR.
- Public Input Meeting 2 - SmithGroup and City Staff will present the Schematic Design for public input.
- Steering Committee Meeting 2 - SmithGroup and city staff will review the plans and public feedback with the Steering Committee.

Task 2.3 Final Schematic Design

At the direction of the City, and based on the comments from the steering committee, the SmithGroup Team will finalize the Schematic Design Plan, performance goals and OPCC. We will reconfirm the project schedule, budget and program goals before proceeding to the documentation phase. The plans will be summarized in a shareable format that can be incorporated into the city website.

DOCUMENTATION PHASE

TASK THREE: DESIGN DEVELOPMENT

3.1 Preliminary Design Development Plans

Based on the feedback review from the SD Plans, SmithGroup will prepare Design Development (DD) documents that describe the size, material and character of the proposed improvements. As part of the preliminary DD plans, SmithGroup will generate:

- Preliminary Design Development plans that represent permit level construction documents (typically 30-50% complete construction documents)
- Preliminary Design Development OPCC for the proposed improvements

3.2 Preliminary Design Development Review Meeting and Pre-Application Permit Consultation

SmithGroup and city staff will review the preliminary DD plans and attend a pre-application conference with regulatory agency staff to review and discuss the DD plans and draft permit application and environmental review materials. City staff and regulatory agency feedback will be noted and used to further refine the preliminary DD documents prior to formal submittal of permits.

3.3 Final Design Development Plans

Based on regulatory agency feedback and at the direction of city staff, we will prepare final DD documents, suitable for permit submittal, along with draft specifications and a final DD level OPCC.

3.4 Draft Permit Application and Preparation

SmithGroup, with city staff, will organize and attend a series of meetings to review the plans prior to formal permit application. During the trip, we will review the DD materials with the steering committee and project stakeholders, ad conduct a final public presentation for the plans.

In conjunction with the preparation of the DD Plans and for use during the pre-application meetings with regulatory agency staff, SmithGroup will prepare the following permit applications, environmental review documents and related materials for the shoreline improvements:

- Environmental Permitting (NR140 &NR720) includes additional sample collection, development of a modified remediation closure plan and submittal to the WNDR.
- Stormwater/Chapter 30 Permitting of Upland Areas
- Joint permit application for WDNR/USACE 401/404 for floating dockage

3.5 Formal Permits and Application Submittal
Based on regulatory agency staff feedback from review of the draft application materials and DD plans, SmithGroup will revise the draft documents and submit the final materials for formal consideration. Once complete, SmithGroup will attend one additional in-person meeting with regulatory agency staff to review and transmit the final materials.

3.6 Permitting Expediting and Negotiations
Once the final permit and application materials have been submitted and as requested by the City, SmithGroup will help facilitate the agency review process. We will assist the City by communicating with each of the agencies to clarify application details, prepare responses to agency comment and attend meetings to respond to specific inquiries. Throughout the process, SmithGroup will provide the City with documentation of all correspondence with the agencies.

TASK FOUR: CONSTRUCTION DOCUMENTS

To expedite the project, SmithGroup will proceed with Construction Documents immediately after permit submittal, with confirmation from city staff. Draft Construction Documents setting forth the requirements for construction of the design elements will be delivered for City, Steering Committee, stakeholders, and/or public review and comment at a 90% level of completion.

4.1 Construction Document Submittal - 90% Completion and Bid Documents (100% Set)
We will continue with construction drawings, incorporating city staff comments from the permit set. 90% completion materials will be generated for review and markup by city staff and comments will be integrated into the final Bid Documents used for soliciting bids from contractors.

Documents developed as part of this task are anticipated to include:

- Updated Construction Drawings incorporating staff comments
- Technical specifications for construction. City to provide front end specifications for inclusion in the project manual.
- An updated OPCC, advising the City of any adjustments to the previous estimates due to changes in requirements or market conditions.

TASK FIVE: BIDDING

5.1 Bid Phase Assistance

SmithGroup will assist the City with solicitation of public bids for construction of the initial phase of improvements. At this time, it is assumed the documents will be organized for a single prime contractor (one bid package) versus multiple specialized contractors independently hired and managed by the city. Rebidding the project, if deemed necessary and/or the preparation of additional bid packages will be performed as an additional service.

During the bidding process, SmithGroup will:

- Provide digital sets of the final construction Bid Documents to a plan house for distribution during bidding.
- Attend and conduct a pre-bid meeting.
- Receive and respond to contractor or supplier pre-bid questions.
- Prepare and distribute addenda to clarify biding document intent.
- Review bid tabulation and supporting documents with the City and offer recommendation of action.
- Assist the City in the preparation of contracting and supporting documents.

5.2 Community Event

SmithGroup, with the assistance of city staff, will help organize and attend a public event, such as a picnic, ice cream social, or food truck event, to maintain public interest during the project, and celebrate it moving forward.

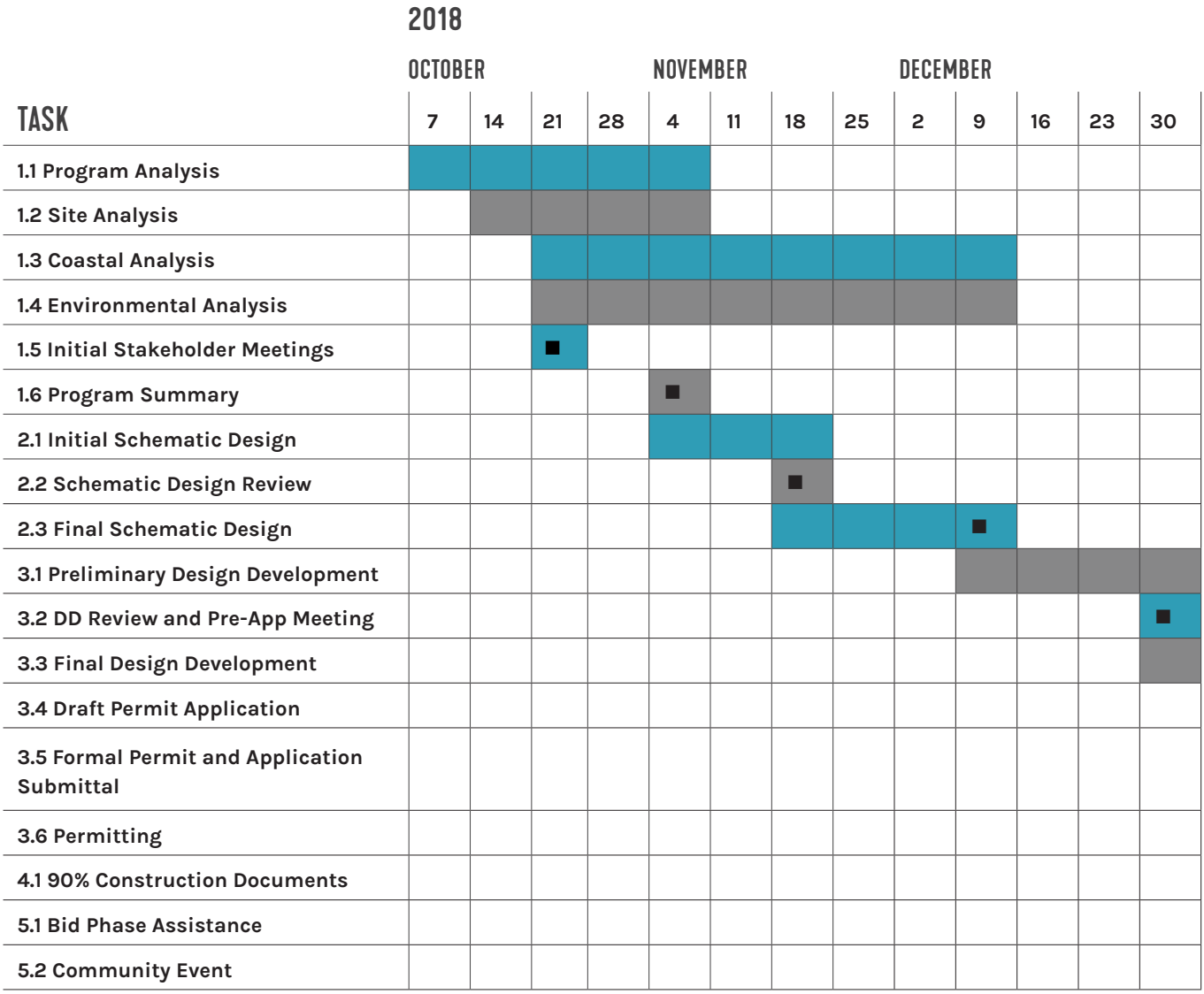
ASSUMPTIONS/ADDITIONAL SERVICES

- City staff will provide facilities, food and beverage for public and communicate outreach for all meetings.
- Project scope assumes the existing shoreline structures can remain in place, and do not require design or construction.
- Project team will rely on survey provided by City. If needed, our team can provide additional survey data.
- Additional geotechnical exploration may be required and can be provdied for an additional fee.
- We assume all parcels have had a phase 1 and 2 environmental analysis and can be remedied with a single joint application.
- Construction phase services, while not included in this proposal, could be very beneficial to maintain the design integrity of the project and ensure quality of construction and may be provided as an additional service at the request of the City.
- Architectural services assume the City will manage, operate, and fit out all structures. Coordination and design for multiple vendors or end users is not included.

GREEN BAY SHIPYARD DEVELOPMENT

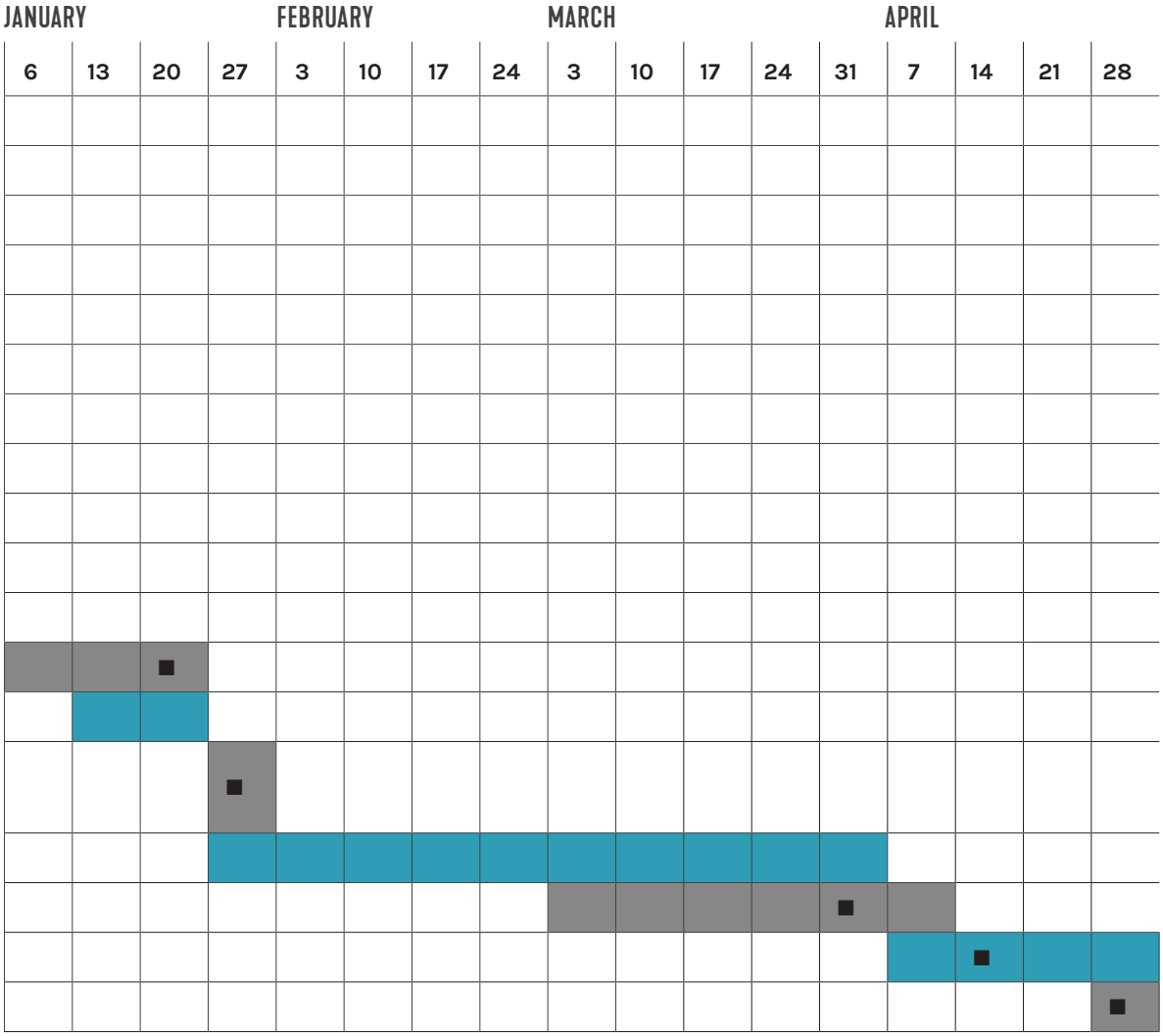
E. PROJECT TIMELINE

PROGRAMMING SCHEDULE



■ Indicates meetings

2019


JANUARY
FEBRUARY
MARCH
APRIL
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13
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27
3
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28

SOUTHWEST WATERFRONT HOTEL DISTRICT | WASHINGTON, DC
MIXED USE REDEVELOPMENT PLAN

GREEN BAY SHIPYARD DEVELOPMENT

F. COMMUNICATION PLAN

MAINTAINING COMMUNICATION THROUGHOUT THE PROJECT

Building a vision requires thorough, continuous, and adaptive communication to ensure the project team develops and maintains a collective and continual understanding of the project needs, goals, and preferred outcomes. An effective plan is comprised of three levels of communication:

- The project team, including consultants and city staff
- Key stakeholders, including adjacent property owners and businesses steering committee, elected officials, and regulatory agencies
- The general public

The project team must know the intricacies of the project on all levels and requires constant, regular, and ongoing communication. SmithGroup will host bi-weekly Webex meetings with the consultant team and city staff to review current plans, verify questions, and prepare for next steps.

We recommend that a steering committee is formed to validate the overall vision and help share the project goals and purpose with the community. The Steering Committee should be comprised of key City staff, elected officials, local property owners, and representatives from local community groups, such as the neighborhood association, local business improvement district, Chamber, or other business organizations. Meetings with the Steering Committee will occur at strategic points throughout the project to help steer its course in the beginning stages, validate direction throughout, and be vocal representatives of the intent to share with the community.

Regulatory meetings should also occur throughout the project to solicit input and ensure the proposed improvements meet environmental and regulatory requirements and will occur at key milestones.

We will facilitate public engagement with city staff to solicit feedback, garner support, and share information to promote the vision, potential, and health and safety impacts on three levels:

- Community presentations and listening sessions
- Integrated workshops
- Online representation

The following meetings address this three-pronged approach to provide an integrated, stakeholder driven approach.

PROJECT TEAM MEETINGS

Biweekly in-person or Webex meetings (15) through duration of the project. Additionally, all meetings identified below will include an in-person meeting with City staff and occur with each task.

TASK ONE: CONFIRMATION

- Steering Committee meeting 1
- Stakeholder meetings
- Public input meeting 1

TASK TWO: SCHEMATIC DESIGN

- Regulatory Agency
- Public input meeting 2
- Steering Committee meeting 2

TASK THREE: DESIGN DEVELOPMENT

- Regulatory Agency review
- Playground workshop
- Steering Committee meeting 3
- Permit application meeting
- Permit expediting meetings

TASK FOUR: CONSTRUCTION DOCUMENTS

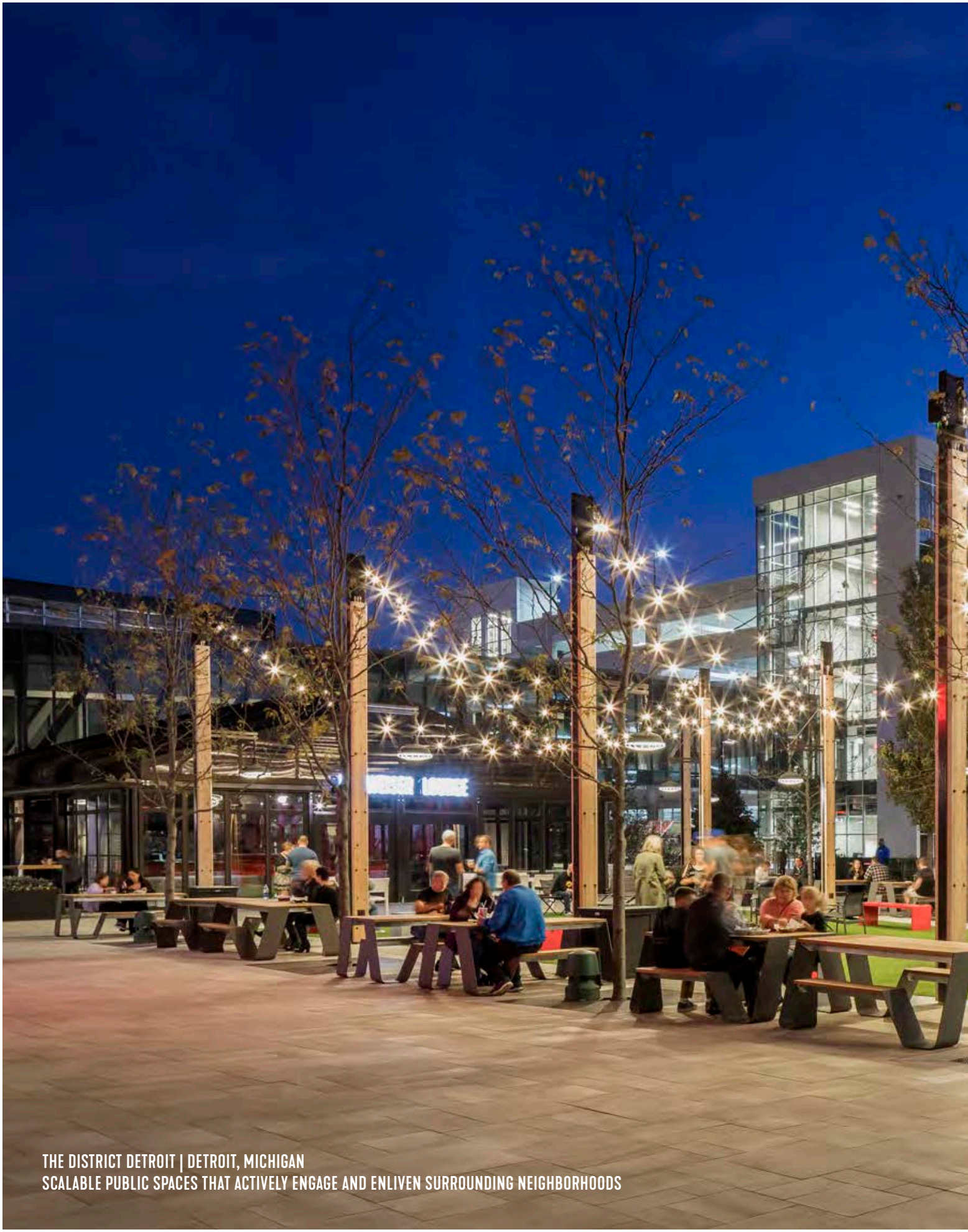
- 90% Review meeting

TASK FIVE: BIDDING

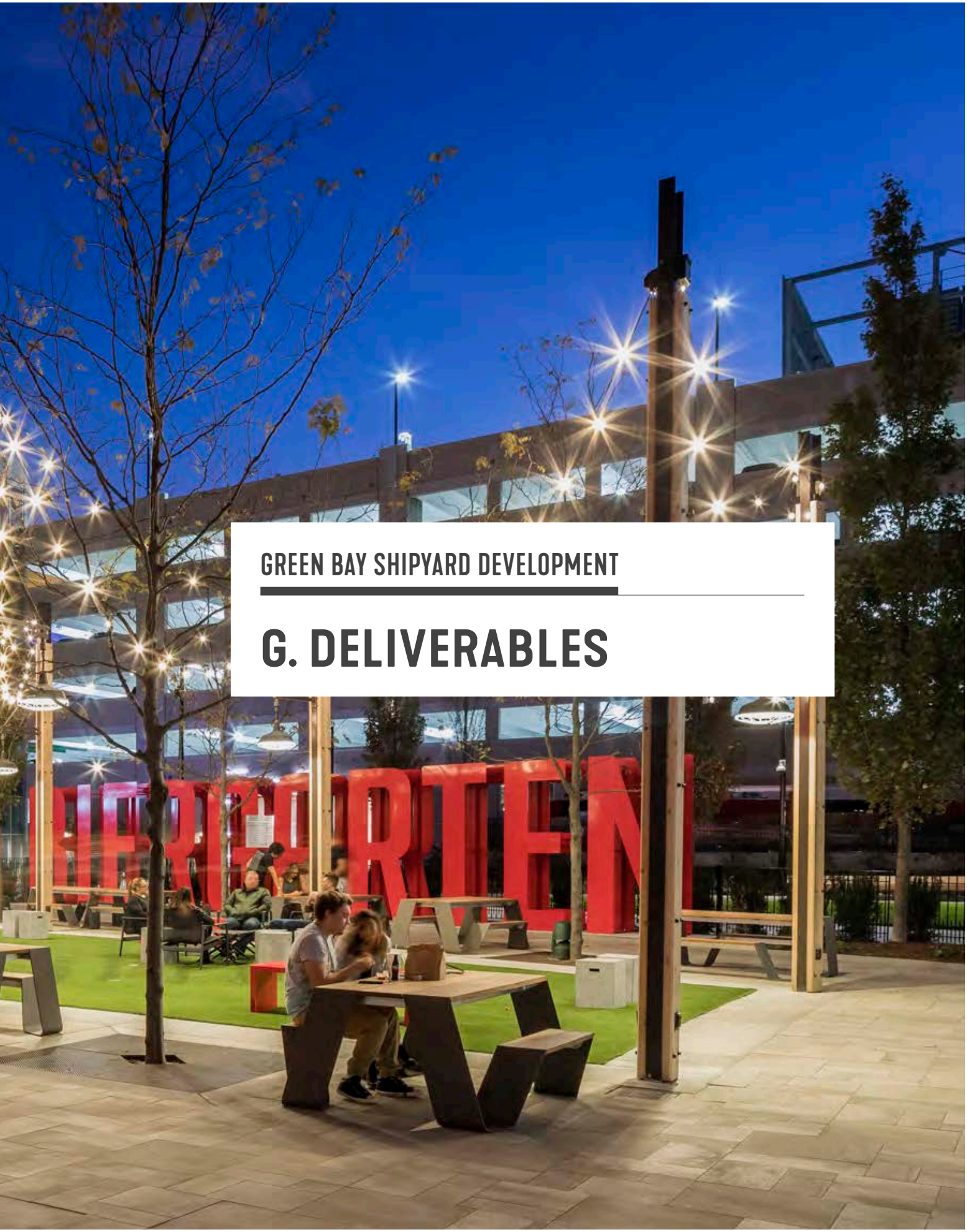
- Pre-Bid meeting
- Community event

CONSTRUCTION PHASE

- While not in this contract, we will work with the city to identify community events during construction to maintain interest and enthusiasm.



THE DISTRICT DETROIT | DETROIT, MICHIGAN
SCALABLE PUBLIC SPACES THAT ACTIVELY ENGAGE AND ENLIVEN SURROUNDING NEIGHBORHOODS



GREEN BAY SHIPYARD DEVELOPMENT

G. DELIVERABLES

UNIVERSITY OF WISCONSIN-MADISON ALUMNI PARK | MADISON, WISCONSIN

QUANTIFIABLE DELIVERABLES

The following products are included with the scope of work provided in the work program. All deliverables will be available in PDF format unless otherwise indicated.

TASK ONE: CONFIRMATION

- Preliminary Site and Program Analysis
- Coastal Analysis
- Environmental Analysis
- Stakeholder Presentation Materials
- Final Analysis Summary Document including Operational Analysis

TASK TWO: SCHEMATIC DESIGN

- Preliminary Schematic Design Plans
- Schematic Design presentation
- Final Schematic Design
- Preliminary and Final SD level Opinion of Probable Costs (OPCC)

TASK THREE: DESIGN DEVELOPMENT

- Preliminary and final Design Development Plans
- Preliminary and final Design Development OPCC
- Permit pre-application meeting materials
- Steering Committee and public presentation materials
- Permit submittals for NR140 &NR720, and Stormwater/Chapter 30; joint permit application for WDNR/USACE 401/404 for floating dockage

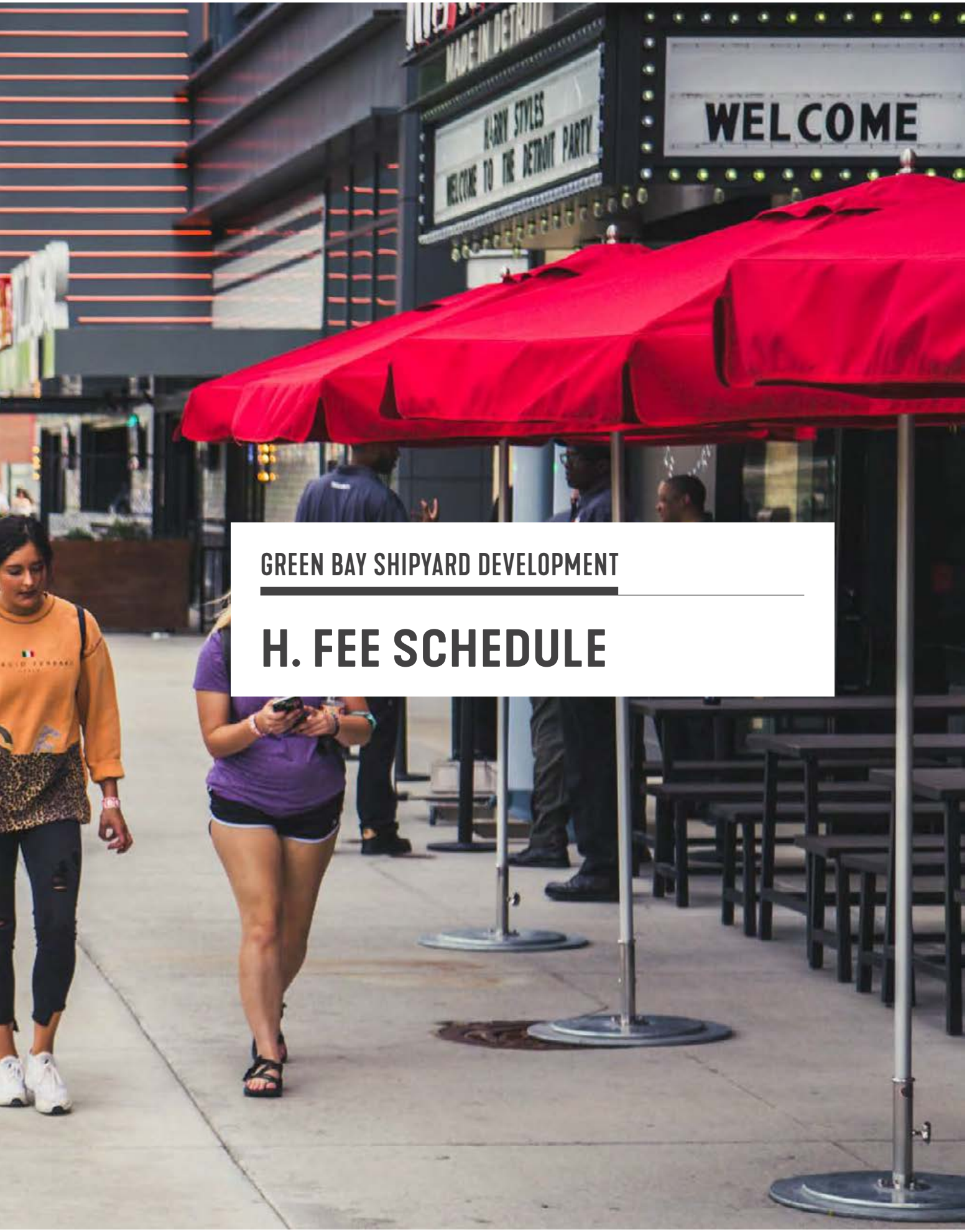
TASK FOUR: CONSTRUCTION DOCUMENTS (WILL PROVIDE AUTOCAD OR GIS DRAWINGS IN ADDITION TO PDFS IF REQUESTED)

- 90% draft Construction Documents, Specification and OPCC
- Presentation materials
- 100% Bid Set
  - Final Construction Documents
  - Project Manual
  - Final OPCC

TASK FIVE: BIDDING

- Digital sets of Bid Set for distribution
- Addenda and response to bid questions
- Bid Tabulation and recommendation

THE DISTRICT DETROIT | DETROIT, MICHIGAN
WALKALE, LIVABLE ENTERTAINMENT DISTRICT



GREEN BAY SHIPYARD DEVELOPMENT

H. FEE SCHEDULE

FEE BREAKDOWN

The scope of work outlined in the proposal represents a comprehensive approach to create a strong vision for the Green Bay Shipyard Development to craft an effective strategy for implementation. Our work plan is structured on open and ongoing communication, developing a deep understanding of your needs, and working with you to identify and build a strategy around clear, attainable goals that provide a framework for you to build and maintain momentum. We understand the fee proposal is a singular step in an ongoing process and our creative and flexible team is open to working with you to fine tune the scope and deliverables to help you get the most out of the process.

We will complete the work outlined in the scope of services for a lump sum of $500,000.

HOURLY RATE SHEET

SMITHGROUP

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	$230.00/hour
Principal/ Level 4	$220.00/hour
Principal/ Level 3	$195.00/hour
Principal/ Level 2	$185.00/hour
Principal/ Level 1	$175.00/hour
Professional Staff/Level 12	$200.00/hour
Professional Staff/ Level 11	$180.00/hour
Professional Staff/ Level 10	$165.00/hour
Professional Staff/ Level 9	$155.00/hour
Professional Staff/ Level 8	$140.00/hour
Professional Staff/ Level 7	$130.00/hour
Professional Staff/ Level 6	$120.00/hour
Professional Staff/ Level 5	$105.00/hour
Professional Staff/ Level 4	$95.00/hour
Professional Staff/ Level 3	$90.00/hour
Professional Staff/ Level 2	$85.00/hour
Professional Staff/ Level 1	$80.00/hour
Technical Staff/ Level 2	$95.00/hour
Technical Staff/ Level 1	$70.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	$.545/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

SOUTHWEST WATERFRONT HOTEL DISTRICT | WASHINGTON, DC
MIXED USE REDEVELOPMENT PLAN

GREEN BAY SHIPYARD DEVELOPMENT

APPENDIX

PRINCIPAL-IN-CHARGE + PUBLIC ENGAGEMENT

GREGG CALPINO

ASLA, LEED AP BC+C

Gregg's experience includes project director and designer for major master planning, design and renovation projects throughout the Midwest. His areas of expertise include parks and open space, trails and greenways, waterfronts, streetscapes, corridor plans and community planning and involvement. Gregg has a demonstrated ability to lead complex, multidisciplinary projects with aggressive schedules and budgets and has proven success at guiding these projects through the public and stakeholder engagement process.

- Renard Island Strategic Master plan, Green Bay, Wisconsin
- La Crosse Riverside North Redevelopment, La Crosse, Wisconsin
- Northerly Island Framework Plan, Chicago, Illinois
- Portage Lakefront and Riverwalk, Portage, Indiana
- Cleveland Waterfront District Plan, Cleveland, Ohio
- Central Park Master Plan and Implementation, Carmel, Indiana

LEAD DESIGNER

TOM ROGERS

PLA, ASLA

Tom's expertise lies in creating distinct and memorable spaces for people. His experience includes a broad cross section of project types from small urban areas, to community and neighborhood redevelopment. He is adept at working with multiple disciplines and stakeholders to develop beautiful and sustainable solutions that embrace the values of a community to create powerful opportunities for positive growth.

- Euclid Waterfront Plan, Euclid, Ohio
- University of Wisconsin Madison, Athletics Facility Master Plan, Madison, Wisconsin
- City of De Pere, Cultural District Master Plan, De Pere, Wisconsin
- Harbor District, Design Competition, Milwaukee, Wisconsin
- Green Bay Botanical Gardens Master Plan, Green Bay, Wisconsin

PROJECT MANAGER

ANDY LUEHMANN

PE

Andy joined SmithGroup with a strong background in stormwater engineering and management, planning, hydraulic modeling and water quality analysis, as well as street reconstruction and utility design. His experience includes project management on municipal projects that involves coordination between clients, City officials, regulators and members of the public. Andy also works closely with the waterfront design studio to provide engineering and design on marinas.

- University of Wisconsin-Madison, Near West Playing Fields, Madison, Wisconsin
- City of Euclid, Ohio, Waterfront Plan, Euclid, Ohio
- Oak Creek Lake Vista Redevelopment Plan, Oak Creek, Wisconsin
- North Coast Harbor Marina, Cleveland, Ohio
- Caesar Creek Marina, Warren County, Ohio
- University of Wisconsin-Madison Alumni Park, Madison, Wisconsin

LEAD WATERFRONT ENGINEER, VICE PRESIDENT

BILL BROSE

PE

Bill has 25 years of experience providing leadership on complex waterfront projects. Bill is a co-author of the update for the ASCE Manual of Engineering Practice 50, Planning and Design Guidelines for Small Craft Harbors. He was awarded the Distinguished Lecturer Award by the University of Wisconsin for his instructions in the areas of harbor design and engineering.

- Ayia Napa Marina Development, Lefkosia, Cyprus
- Northwestern University Athletics Center, Evanston, Illinois
- Milwaukee Lakeshore State Park, Milwaukee, Wisconsin
- Northerly Island Framework Plan and Portage, Chicago, Illinois
- Caesar Creek Marina, Warren County, Ohio

LANDSCAPE ARCHITECT

NATHAN NOVAK

LEED AP BC+C

Nate possesses strong skills in conceptual planning and intricate site design. A LEED Accredited Professional and member of the Wisconsin Green Building Alliance, Nate has served as project landscape architect for many of SmithGroup's sustainable/LEED design projects, incorporating green roofs, rain gardens, porous pavement, and other sustainable site and stormwater design features. His broad technical and construction knowledge enables him to assume a strong role in design development through construction implementation and administration.

- University of Wisconsin-Madison Alumni Park, Madison, Wisconsin
- University of Wisconsin-Madison Union Pier and Shoreline, Madison, Wisconsin
- Green Bay Botanical Garden Master Plan, Green Bay, Wisconsin
- Hill Farms Redevelopment, Madison, Wisconsin
- Milwaukee Lakeshore State Park, Milwaukee, Wisconsin
- University of Wisconsin-Madison Athletic Performance Center, Madison, Wisconsin

WATERFRONT ENGINEER, PRINCIPAL

ROB WRIGHT

PE

Rob has over 23 years of experience in the municipal, heavy-civil, and waterfront project areas. His experience includes engineering design and project management on a variety of diverse, multi-disciplinary, and complex projects. Rob works routinely with State and Federal Agencies on complex water quality permitting as part of the waterfront projects. His unique experience includes serving as the appointed engineer for the Village of Mt. Horeb, Wisconsin.

- Northwestern University Ryan/Walter Athletics Center, Evanston, Illinois
- University of Wisconsin-Madison Alumni Park, Madison, Wisconsin
- Euclid Waterfront Plan, Euclid, Ohio
- Oak Creek Lake Vista Redevelopment Plan, Oak Creek, Wisconsin
- Sister Bay Waterfront District Master Plan, Sister Bay, Wisconsin
- Two Rivers Harbor Park Improvements, Two Rivers, Wisconsin

ARCHITECT

MARK BASTIAN

AIA

Mark offers over 26 years of experience having worked on a variety project types throughout the nation and world. These experiences have proved Mark to be a capable practitioner with a breadth of understanding, versatility and knowledge. His immersion in the many facets of design services for clients have included implementing complex design efforts leading multidisciplinary project teams and the delivery of award winning design efforts. He draws strength from a rigor of doing work; based on collaboration, problem solving, active listening and refinement.

- De Pere Cultural District Master Plan, De Pere, Wisconsin
- Madison Yards at Hill Farms, Madison, Wisconsin.
- Chris Larsen Park Riverfront Redevelopment, Sioux City, Iowa.
- Xi'an Xujiawan Urban Design, Xi'an, Shaanxi.
- University Square Development, Madison, Wisconsin*
- Clarksville Liberty Park Reconstruction, Clarksville Tennessee*

**Prior to joining SmithGroup*

ARCHITECT

MEGHAN HAWKINS

AIA, LEED AP BD+C

Meghan provides a systems thinking and interdisciplinary approach to project work and is dedicated to working closely with clients to find innovative, responsible, and context driven solutions to design and organizational challenges.

- Stoughton Riverfront Development, Stoughton, Wisconsin*
- Sky Harbor Terminal 4 South 1 Concourse, Phoenix, Arizona
- University of Wisconsin Eau Claire Residence Hall, Eau Claire, Wisconsin*
- Delta College West Campus Master Plan, University Center, Michigan

**Prior to joining SmithGroup*

FIRM OVERVIEW

PROS Consulting is a small firm with a big presence in the field of management consulting for parks and recreation public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. Since the firm was established in 1995, PROS has completed more than 1,000 parks and recreation planning projects in over 47 states and numerous projects internationally in seven countries. Our planning team has great depth of operational experience with over 100 combined years as former parks and recreation managers. This perspective of being trained "in the industry" and not just "on the industry" allows us to relate to communities and their residents, recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients.

AREAS OF FOCUS

Management consulting and planning services offered by PROS span the full spectrum of planning needs for public agencies, and are grouped into the following practice areas:

Operations, Maintenance and Organizational Development – completed over 450 plans that involved operations, maintenance and organizational development components.

Feasibility Studies and Business Planning – completed over 200 feasibility studies and business plans, often counseling our clients on how they can shape their projects and their vision around the reality of what is feasible and sustainable.

Needs Assessment – PROS has worked on over 250 parks and recreation needs assessments on projects in similar nature as this project that include market and gap analyses, as well as extensive community input to quantify opportunities in the market place desired by the community.

Strategic Planning – completed over 200 strategic plans for cities, counties and state agencies to help them become established in their market or to reposition themselves.

Master Planning – completed over 250 master plans for parks and park systems that have been successfully implemented and driven over $5 billion worth of capital investment.

PARK MANAGEMENT STRATEGIST, PRESIDENT

LEON YOUNGER

CERTIFIED PARKS AND RECREATION PROFESSIONAL

Leon is the founder and President of PROS Consulting. He has more than 40 years in parks, recreation, and leisure services, and is a recognized leader in applying innovative approaches to managing parks and recreation organizations . He has held positions as Director of Parks and Recreation in Indianapolis, Indiana; Executive Director of Lake Metroparks in Lake County, OH (Cleveland vicinity); and Director of Parks and Recreation in Jackson County, MO (Kansas County).

- Eagle Creek Park and Garfield Park Business Plans, Indianapolis, Indiana
- Texas State Park Business Planning
- Siesta Key Beach Economic Development, Impact and Revenue Plan, Sarasota County
- Sports Complex and Field House Feasibility Study, Leon County, Florida
- Kentucky State Parks Financial and Operational Strategic Plan
- City Recreation Division Operations Audit and Business Plan Development, Aspen, Colorado

PARK FACILITIES OPERATIONAL SPECIALIST

MICHAEL SVETZ

CERTIFIED PUBLIC MANAGER

Michael has over 25 years of experience in parks and recreation at the local government level. He has managed development and operations of an $18 million, 157,000 sq. ft. Community Recreation Center in Strongsville, Ohio, as well as construction and development of $25 million in capital improvements in 3 years resulting from PROS Consulting Strategic Plan in Charlottesville, Virginia.

- Cleveland Metropolitan Park District, Lakefront Parks Business Planning Services, Cleveland, Ohio
- Explore Park Business Plan, Roanoke, Virginia
- Regional Park Business Planning Services, Gilbert, Arizona
- Sports Complex Business Planning Services, New Braunfels, Texas

FIRM OVERVIEW

Cleaning up contaminated land and groundwater resources can be a complex and challenging journey: one that can delay your restoration plans for years. Foth can help you accomplish the required remediation in a safe, economical and timely manner, so that you can get to your goals sooner.

Whether we recommend a simple monitored natural attenuation strategy or a complete property transformation, Foth's expert team of environmental engineers and scientists are committed to developing efficient, site-unique resource remediation and restoration strategies that meet your specific reuse needs. Time and again, our award-winning (and scientifically and mathematically reproducible) land management strategies have saved our clients years of costly and unnecessary treatment and monitoring.

Employing traditional tools and our own cost-effective methods and innovations, Foth continues to deliver quality assets with absolute integrity, proven strategies and sound science. Working together, we can bring your property back to life and help it become a viable, valuable asset

CONSULTING SERVICES

- Grant Database Search
- Grant Eligibility Studies
- Grant Funding Strategies
- Applications/Administration
- Interagency Coordination
- Preliminary Engineering/Technical Reports
- Tax Incremental Finance

FOX RIVER, GREEN BAY AND LAKE MICHIGAN ENVIRONMENTAL RISK AND LEGACY MANAGEMENT EXPERIENCE

ENVIRONMENTAL ENGINEER

CHRIS ANDERSON
PE

Chris has 24 years of experience as an environmental engineer and project manager working in the solid waste industry. He has extensive experience in disposal facility permitting, design and operations with a focus on client and project management. Mr. Anderson is a technical expert in landfill gas collection and combustion system design, operation, and maintenance and has worked on multiple landfill gas to energy projects. His work on municipal solid waste and resource recovery planning projects has allowed him to use his creativity and vision to help our public sector clients be successful.

- Winnebago County Ken Robl Conservation Park, Oshkosh, Wisconsin
- Brown County Renard Island and Bay Port CDF Facilities, Green Bay, Wisconsin
- Outagamie County Landfill, Appleton, Wisconsin
- Brown County Landfill, Green Bay, Wisconsin
- La Crosse County Landfill Gas to Energy Project, La Crosse, Wisconsin

PROJECT MANAGER

MICHAEL STIRK

I believe that working cooperatively with stakeholders is the key to great projects. Experience includes design and construction management for heavy highway transportation, water/wastewater, urban planning, site design, community involvement, environmental restoration and permitting.

- Central Park East Woods – Carmel Park District, Carmel Indiana
- River Edge Park and River Walk Master Plan and Permitting, Aurora, Illinois
- Lake Shore Drive Improvement Project, Chicago Department of Transportation, Chicago, Illinois
- Village Improvement Program (VIP), Forest Park, Illinois

DESIGN DIRECTOR + LANDSCAPE ARCHITECT, PRINCIPAL

LORI SINGLETON
PLA, ASLA

Lori is passionate about bringing people together with the natural environment through the inventive design of vital public spaces. With 20 years' experience, Lori seeks to leverage vacant or underutilized spaces as a catalyst for meaningful place-making in urban areas. Lori is able to instill large-scale transformational change through a network of incremental, community-based projects that successfully synthesize the unique needs, perspectives and realities of clients and the community.

The District Detroit Framework Plan, Detroit, Michigan

- Little Caesars Arena Plazas, Detroit, Michigan
- 1001 Woodward Plaza, Detroit, Michigan
- First National Building Alley, Detroit, Michigan
- Adado Riverfront Park, Lansing, Michigan

ATHLETIC STADIUM EXPERT, VICE PRESIDENT

PAUL WIESE
PLA, ASLA, LEED AP

Paul Wiese is an expert in collegiate athletics and recreation projects. He has worked on countless master planning and implementation projects for college campuses, municipalities and the private sector, many of those being improvements to athletic facilities. Paul develops long-term relationships with clients and is a sought out trusted advisor in helping them to solve their challenges.

- Northwestern University, Field Hockey and Soccer Complex, Evanston, Illinois
- Northwestern University, Football Practice Field, Evanston, Illinois
- Northwestern University, Soccer/ Lacrosse Field, Evanston, Illinois
- Northwestern University, Softball Field, Evanston, Illinois
- University of Illinois at Chicago Athletic Facility, Chicago, Illinois

CIVIL ENGINEER + BROWNFIELD REDEVELOPMENT EXPERT, SENIOR VICE PRESIDENT

PATRICK DOHER

PE, LEED AP

Pat has extensive experience managing large-scale urban design, waterfront, and civil engineering projects that involve river and lakefront development, public and private development, recreational facilities, parks, corporate and college campuses, and residential communities. He successfully works with clients from the concept phase, through permitting, to implementation and completion of construction. Pat often serves as the principal-in-charge and project manager for many large-scale projects.

- Detroit RiverWalk, Detroit, Michigan
- Eastern Market District Development Plan, Detroit, Michigan
- Dequindre Cut Greenway, Detroit, Michigan
- Blue Water Riverwalk, Port Huron, Michigan
- Cleveland Canal Basin District Plan, Cleveland, ohio
- Elizabeth Park, Trenton, Michigan

DESIGN DIRECTOR + ARCHITECT, VICE PRESIDENT

PAUL URBANEK

FAIA, NCARB, LEED AP

As the Vice President and Director of Design for the Detroit office of SmithGroup, Paul Urbanek has over 30 years of experience in architectural design for a wide range of projects. As design leader, he is directly responsible for the successful implementation of the clients design vision. Paul's creative problem solving process will provide fresh viewpoints and new concepts for functionally appropriate, aesthetically exciting design solutions.

- Green Bay Botanical Gardens Master Plan, Green Bay, Wisconsin
- Little Caesars Arena Global Resource Center, Detroit, Michigan
- The Children's Center, Master Plan, Detroit, Michigan
- Central Michigan University Rose Arena, Mount Pleasant, Michigan

COASTAL ENGINEER

MARGARET BOSHEK
PE

Margaret's experience covers a myriad of coastal and ocean related topics including shoreline stabilization, brownfield rehabilitation, flood defense, coastal management, port planning, harbor tranquility, damage forensics, risk analysis and management, and resort operations.

- Saxon Harbor Upland Marina, Saxon, Wisconsin
- Racine Reefpoint Marina Master Plan 2017, Racine, Wisconsin
- Milwaukee County South Shore Park Beach, Milwaukee, Wisconsin
- Illinois Beach State Park Restoration, Zion, Illinois
- Northwestern Michigan College Boat Harbor Basin Coastal Study, Traverse City, Michigan

WATERFRONT PRACTICE DIRECTOR, PRINCIPAL

JASON STANGLAND
PLA, LEED AP

Jason has over 18 years' experience in expertise in urban design, planning and waterfront development. For the past 10 years Jason has been working to strategically position communities to rebuild and enhance their waterfronts as catalytic economic and social reinvestments for the communities they serve. He has worked with municipalities to holistically integrate ecological, economic, and cultural amenities that help reimagine underutilized waterfront properties.

- Caesar Creek Marina, Warren County, Ohio
- Euclid Waterfront Plan, Euclid, Ohio
- Ayia Napa Marina Development, Lefkosia, Cyprus
- Ore Dock Park, Ashland Wisconsin
- Burlington Downtown Riverfront Park, Burlington, Iowa
- South Lakefront Framework Plan, Chicago, Illinois

Design a Better Future

SMITHGROUP

smithgroup.com
608.251.1177

44 East Mifflin Street
Suite #500
Madison, Wisconsin 53703

Presented to
CITY OF GREEN BAY
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Kevin Vonck
kevinvo@greenbaywi.gov

Prepared by
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Contact
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612 379 3400

September 18, 2018

Response to Request for Qualifications for

THE SHIPYARD

CUNINGHAM GROUP
uplift 50
Celebrating 50 Years

September 18, 2018

Kevin J. Vonck, Ph.D.
Development Director
City of Green Bay
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, Wisconsin 54301-5026

via email: kevinvo@greenbaywi.gov

CUNINGHAM GROUP

uplift 50

Celebrating 50 Years

Subject: **Qualifications for The Shipyard**

Dear Mr. Vonck and members of the Selection Committee,

This past summer, the City of Green Bay unveiled a vision for the Shipyard, a long neglected parcel along the Fox River. Cuningham Group is very proud to have taken part in such an important project for the City. for the City. This Shipyard offers a tremendous opportunity for Green Bay to revive an area that has been neglected for several decades and create a signature public space, and a vibrant and inviting entertainment venue showcasing Green Bay's local identity. Our Design Team shares your enthusiasm to develop an implementation plan for the Shipyard Phase I Project that will make an exemplary impact to the City and Community's legacy for many generations to come.

The implementation of the Shipyard requires a creative, integrated and holistic. From these fundamentals and a deeply embedded design vision, we have assembled our highly qualified team to ensure an implementation path that embodies design excellence.

For this special assignment, we are partnering with a talented and knowledgeable team of experts. Our design team members bring a long and successful history of providing environmentally sustainable approach to entertainment venues, open space, public realm, athletic and recreational play areas, architectural design, engineering, and overall site design services on a variety of projects. Excellence in design, social responsibility, and environmental stewardship are the guiding principles of our professional practice, and have been throughout our history. Our team is comprised of:

Cuningham Group – Our team of experts will lead the overall design and management efforts of the project including the entertainment venue and public realm design including architecture, landscape architecture, plaza space design, and public engagement efforts.

Graef – Leading overall components of the Public Improvements, Stormwater Management, Multi-modal, Civil, and Building Engineering.

SEH, Inc. – Leading Environmental work including Preliminary Stormwater Management and Waterfront Amenities of the Shipyard component.

We are confident you will gain appreciation for the team of outstanding professionals we are proposing for this project. Our staff resources are committed to provide you with the best consulting and design services needed for the project. We are excited to blend our skills and expertise with the experience and creativity of both The City and RDA staff. We look forward to talking with you further about our approach, and please don't hesitate to call us if you have questions about our submittal.

Sincerely
Cuningham Group Architecture, Inc.

Jeff Schoeneck, AIA
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cuningham.com

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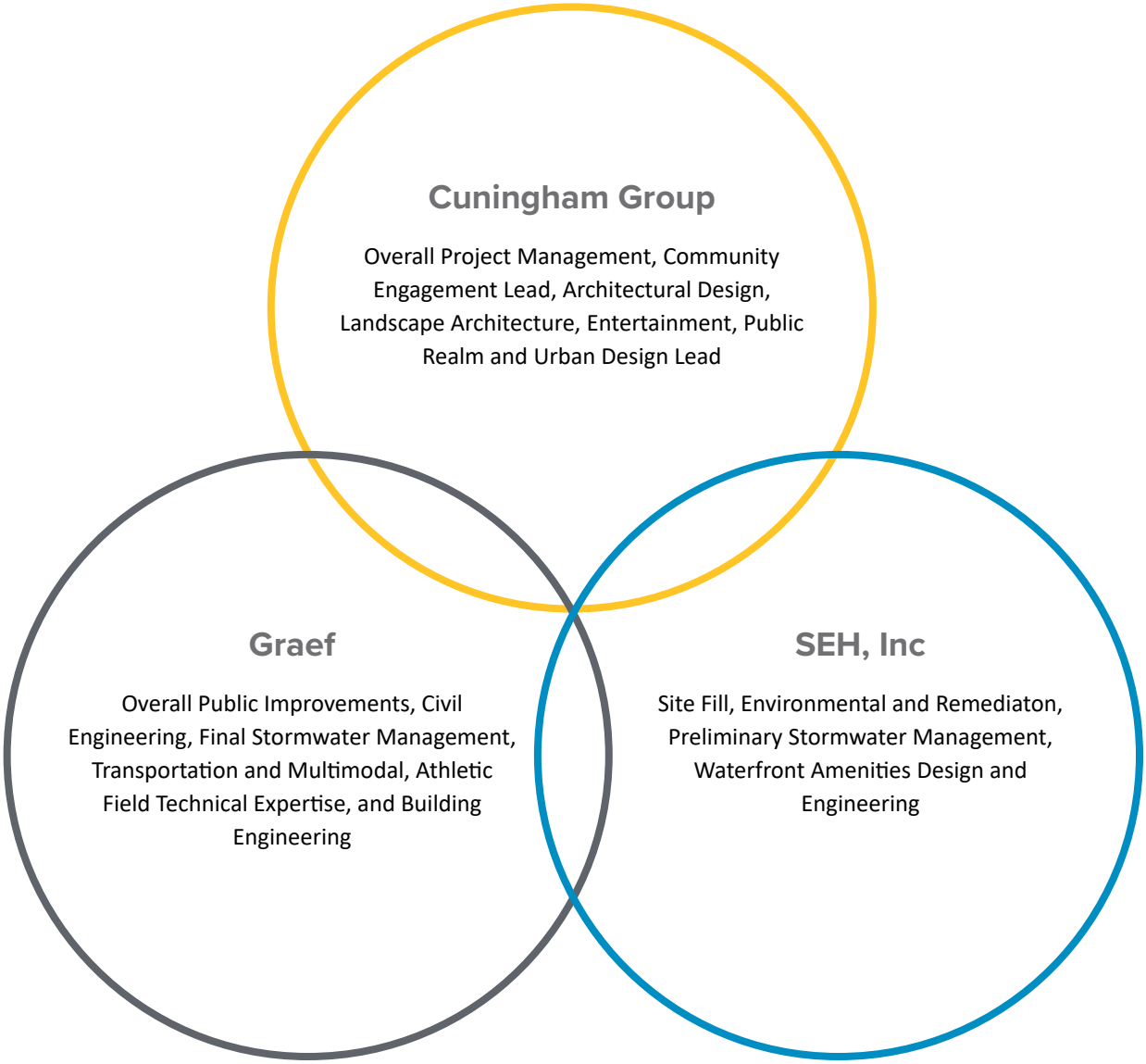
Our Design Team of experts assembled for this special assignment, is comprised of highly talented and knowledgeable practitioners bringing decades of successful history on a wide range of projects. Our implementation expertise in providing environmentally sustainable approaches to remediation and cleanup of brownfield sites as well as designing engaging and vibrant spaces for entertainment facilities, open space, public realm spaces, athletic and recreational play areas, and waterfront amenities proves our commitment to excellence in design, social responsibility, and environmental stewardship. These are our guiding principles in our daily professional practice and have been throughout our history of working together. Not only we complement our strengths, but also elevate our collaboration strategies supporting our common goals. To further clarify the breakdown of our collaboration, below is our approach to collaborating and blending our technical and design expertise:



Consultant General Information

LEAD FIRM: CUNGINGHAM GROUP

CUNINGHAM GROUP ARCHITECTURE, INC.

Cuningham Group® and our team of 320 professionals has earned an outstanding reputation for creating and delivering excellence in architecture, interior design, urban design and landscape architecture in the places where people live, learn, worship, work, heal, plan and play. Since John Cuningham, FAIA founded the firm in 1968 we have focused on a working model of team architecture that is highly inclusive and incorporates extensive client, consultant, engineer and contractor participation. This philosophy has led to the design of award-winning projects and a solid reputation for collaboration.

DESIGN PHILOSOPHY

Our philosophy of design is firmly rooted in our mission to create inspired places, which enrich our clients, our communities, and our planet. We have a deep conviction that the places we design should tell our client's story and celebrate the experience of these places. We care deeply about the ecology of our planet and believe the built environment can in fact be created in harmony with natural systems. In our eyes, beauty is an integral component to sustainable design.

CREATIVE PROCESS

We create inspired places, which enrich our clients and our communities – is inexorably linked to our creative process. We believe that creativity and innovation are best served through a collaborative process of design, a model that utilizes collective rather than singular brilliance in the making of places. Our process is holistic and skillfully involves many layers of information and participants at one time. Everyone involved in the process is integrated in the creative realm, most notably our clients and the various types of project stakeholders. The process builds trusting relationships. The kind of trust that moves projects forward with speed and confidence.

URBAN DESIGN / LANDSCAPE ARCHITECTURE STUDIO

We provide a range of design and planning services for both private and public clients. The goal of our work is to increase investor confidence in a given area by improving the public realm, access and connectivity, and the quality of the built environment. Our design solutions are both strategic and physical and always emerge from the underlying patterns and traditions of place.

SERVICES

ARCHITECTURE

Feasibility
Concept Design Planning, Zoning, and Building Code Assessment
Architectural Design – Concept through Construction Documents
Specification
Rendering
Marketing Documents
Branding
LEED and Green Communities
Energy Modeling
Facilities Consulting and Assessment
Site Selection Studies
Master Planning
Accessibility Analysis
Post-Occupancy Evaluations
Well Building

URBAN DESIGN

Master Planning
Community and Town Planning
Design Guidelines and Standards
Districts and Downtown Plans
Neighborhood Plans
Corridors
Transit-Oriented Development
Campus Plans
Form-Based Codes

INTERIOR DESIGN

Space Planning
Material/Finishes/Colors Selection and Specifications
Furniture/Fixtures/Equipment Selection and Specifications
Programming
Strategic Facilities Planning
Design Guidelines
Post-Occupancy Evaluations

LANDSCAPE ARCHITECTURE

Streetscape Design
Landscape Design and Site Planning
Public Realm Design
LEED and Green Communities
Outdoor Amenity Design

GRAEF began as an individual partnership structural engineering firm in 1961. Today, GRAEF has more than 225 employees in seven offices and offers its clients a full range of design services. GRAEF takes pride in having progressive staff who are skilled in the latest technologies, knowledgeable of the evolving marketplace, and experienced in sustainable practices.

Our Core Purpose — To improve the physical environment for the benefit of society in a sustainability manner.

STRUCTURAL ENGINEERING

Our structural engineers provide a wide range of design and investigative services for all types of projects, with quality being the foundation of every project. Our commitment to creating high caliber, efficient designs is achieved through skilled personnel and personal attention during every phase of the project.

CIVIL ENGINEERING

The civil engineering staff at GRAEF is well qualified to help public and private clients solve a wide range of challenges. Ranging in size from individual sites to large regional developments, our comprehensive experience includes a clear understanding of municipal operations and the sensitivities involved with public projects.

MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING

GRAEF mechanical, electrical and plumbing (MEP) engineers have experience working with large industrial, municipal/governmental, and commercial developments of all kinds. MEP services begin in the initial concept and planning phases and extend through fi nal system start up and beyond. GRAEF's MEP group is highly skilled in all phases of analysis, design and construction of power distribution and lighting design.

TRANSPORTATION ENGINEERING

Our transportation engineers and technicians have experience providing designs in both urban and rural settings. Whether a roadway or bridge, traffic study or streetscape, attention to cost, historical significance, citizen input, and aesthetics are key factors in obtaining public acceptance and approval.

LAND AND WATER RESOURCE SERVICES

GRAEF staff consists of engineers and scientists dedicated to providing innovative, cost-effective results. Our staff of ecologists, biologists, wetland scientists, soil scientists, hydrologists, hydrogeologists, geologists, chemists and planners bring a broad range of knowledge and experience to project challenges. Keeping projects on schedule, while successfully meeting regulatory milestones, is a top priority of our team. We view all of our projects through the clients' eyes, understanding the importance of environmental issues to the community at large.

LANDSCAPE ARCHITECTURE & PLANNING

GRAEF's landscape architects and planners have extensive experience with projects ranging from small parks to large community master plans. Our vast knowledge allows us to assist our clients with every stage of the design process; from project programming and visioning through construction. We pride ourselves on creating designs that meet all of our clients functional and economic needs while providing unique, aesthetically pleasing solutions. Some of our creative interpretations include streetscapes, communities, parks, plazas, gardens, atria, golf courses, water fountains and waterfronts.

FIELD SERVICES

GRAEF's field services provide testing and inspection, as well as Geographic Information Systems (GIS) services, including GPS, surveying and mapping, site analysis, data conversion and application development. We are proud to offer our clients a complete package of design, testing, and inspection from a single source. Our experienced personnel using state-of-the-art equipment enhances all of our service areas and assures a project with outstanding results.

INDUSTRIAL ARCHITECTURE

GRAEF offers a full range of architectural services for industrial clients across the country. Our experience in pre-design planning assures a functional floor plan on which we can then base a facility design.

Consultant General Information

CONSULTANT: SEH

- Waterfront planning and design
- Civil site design
- Site redevelopment
- Multimodal planning and design
- Architecture
- Downtown revitalization
- Public engagement
- Site analysis
- Urban design
- Zoning and design standards
- Facilitation of public/private partnerships
- Corridor revitalization
- Public realm. streetscape planning and design
- Environmental permitting and compliance
- Design visualization/ communication graphics
- Landscape architecture
- Habitat restoration
- Stormwater engineering
- Environmental remediation

SHORT ELLIOTT HENDRICKSON (SEH)

BUILDING A BETTER WORLD FOR ALL OF US®

Our 800 employee-owners share a common goal: Building a Better World for All of Us®. This approach reflects a company-wide commitment to improving the quality of life by designing safer, more sustainable infrastructure for local, state and federal units of government, and helping industrial and commercial clients achieve their business goals. You will find our clients spread out across the United States—with evidence of our work in 42 states.

We're a team of planners, landscape architects, architects, engineers and scientists working collaboratively to help bring community visions to life through inclusive public engagement and the application of professional best practices. We work in partnership with our clients and their communities to explore opportunities for renewing existing assets and planning new, sustainable development through a participatory problem-solving process. Much of our work has been recognized by our peers with dozens of awards and citations from the American Society of Landscape Architects, American Planning Association and the American Council of Engineering Companies.

RECONNECTING COMMUNITIES TO THEIR WATERFRONTS

From the Missouri River to the shores of Lake Michigan, SEH has been breaking new ground everyday with innovative waterfront design and planning services, customized to meet the needs of each individual community and location. From small towns to major metropolitan areas, SEH helps communities across the Midwest to tap the full potential of their most cherished natural resources, often recovering what was lost for generations through past development patterns and practices.

RESTORING BALANCE

Whether transforming polluted land parcels into community assets, restoring damaged waterways or assisting our clients through complex regulatory compliance and permitting processes, we have significant experience on a wide variety of environmental projects. Our experts in air quality, environmental assessments, remediation, compliance, planning and permitting provide an array of services. We help clients identify issues and mitigate long-term risks through site-specific solutions.

SEH has been helping to sculpt waterfront environments for decades through a wide range of planning, infrastructure and funding projects. We share Green Bay's excitement for developing innovative, implementable best practices to restore this working waterfront into a waterfront that works for everyone.

The City of Hudson hired SEH to help the community develop a vision and plan for a more accessible and recreation-based waterfront.

Past Experience

PROJECT EXAMPLES

More than decades of combined experience in the industry, our team has developed extensive with working relationships with local, state, and federal regulatory agencies. Our expertise and proven record of implementing projects we design has given us a kin knowledge of processes of getting projects approved in a wide range of challenges. Following are some examples showcasing our project expertise and specific detail information of how we have resolved design challenges working with clients, communities and stakeholders.

HISTORY & HERITAGE CENTER

The Blue Barn

Minnesota State Fair – Master Plan and West End Market

Saint Paul, Minnesota | Cuningham Group

In the summer of 2012, the Minnesota State Fair's general manager expressed a passionate vision to improve the aesthetics of the fairgrounds and thus triggered the Fair's largest project since the Works Progress Administration era. Extensive work on one of the country's best and largest state fairs would require careful sensitivity to the nostalgic and enduring characteristics deeply valued by loyal patrons of "The Great Minnesota Get-Together."

The effort began with Cuningham Group master planning the Fair's entire 320 acres, which required comprehensive observation and study during fair time when nearly two million visitors come to enjoy twelve days of food, drinks, music and education. From the master plan came the development of eleven distinct districts. Identified as the "Minnesota Neighborhood" at the west end of the fairgrounds, the former Heritage Square presented the first opportunity to integrate a renewed and truly Minnesota place with a new transit hub. The result was the creation of the "West End Market."

Cuningham Group provided comprehensive design work for the new West End Market that generously organizes seven vendor pavilions with space for an additional three and includes the first ever fully-conditioned public building on the grounds: the History & Heritage Center. Additional highlights include the restoration and reuse of a historic street car arch at the Fair's main west entry; LuLu's Public House, the only restaurant at the Fair with a second level patio; the striking Blue Barn food venue; the Hugh & Margaret Schilling Amphitheater that provides a full schedule of daily performances; and a new bus drop area that manages tens of thousands of daily visitors during the annual late summer event. The project was completed in time for the 2014 Minnesota State Fair and contributed to record attendance.

Client
Minnesota State Fair

Scope of Services
Master Planning
Visioning
Architecture

Project Size
215,308 Square Feet
(West End Market gross area including all vendor pavilions, amphitheater and adjacent service building, restaurants, museum, plazas, restroom, and landscape areas)

Epic Corporate Systems

Verona, Wisconsin | Cuningham Group

For more than 22 years, Epic Systems Corporation and Cuningham Group Architecture have been joining forces to bring the organization's spirit of innovation and quality front and center. Epic Systems Corporation, the Midwest's largest high-tech campus, understands the impact environment can have on clients, employees and guests to the campus.

Building infrastructure across the 1,000-acre campus directly supports the firm culture and positively impacts organizational goals including productivity, talent retention and attraction, and corporate marketing.

With completion of four phases and numerous support buildings, the growing campus is home to more than 9,000 employees and regularly hosts numerous on-site conventions each year.

With the fifth phase nearing completion; Epic System's mission statement of "do good, work hard, have fun and make money" is evident across the 26 buildings that make up the 1,000-acre campus. As future phases are being designed, Epic Systems Corporation and Cuningham Group continue its partnership of supporting productivity and creativity by creating a culture of collaboration and fun.

Client
Epic Systems Corporation

Scope of Services
Programming
Master Planning
Architecture
Interior Design

Project Size
900-Acre Corporate Campus
Campus 1: 473,806 square feet
Campus 2: 630,449 square feet
Campus 3: 340,948 square feet
Campus 4: 515,948 square feet
Campus 5: 438,339 square feet
Learning Campus: 793,000 square feet
Deep Space Auditorium: 800,000 square feet
Kings Cross Food Service: 50,000 square feet
Cassiopea Food Service: 37,000 square feet
Parking Ramps: 3,683,465 square feet

DISNEY CALIFORNIA ADVENTURE
GAS

CALIFORNIA LIMITED
MARKET
MARKET

Eye works
2632

Disney California Adventure Park Revitalization

Anaheim, California | Cuningham Group

In 2008, Cuningham Group began providing architectural design services for the extensive renovation of Disney California Adventure Park. Our focus was on the new Main Entry and Hub portion of the project that included the new entry and ticketing facility, guest services, restaurants and retail stores and the new Carthay Circle Theater building.

Client
Walt Disney Imagineering

Scope of Services
Architecture
Interior Design

Hard Rock

Uijongbu Rhythm City

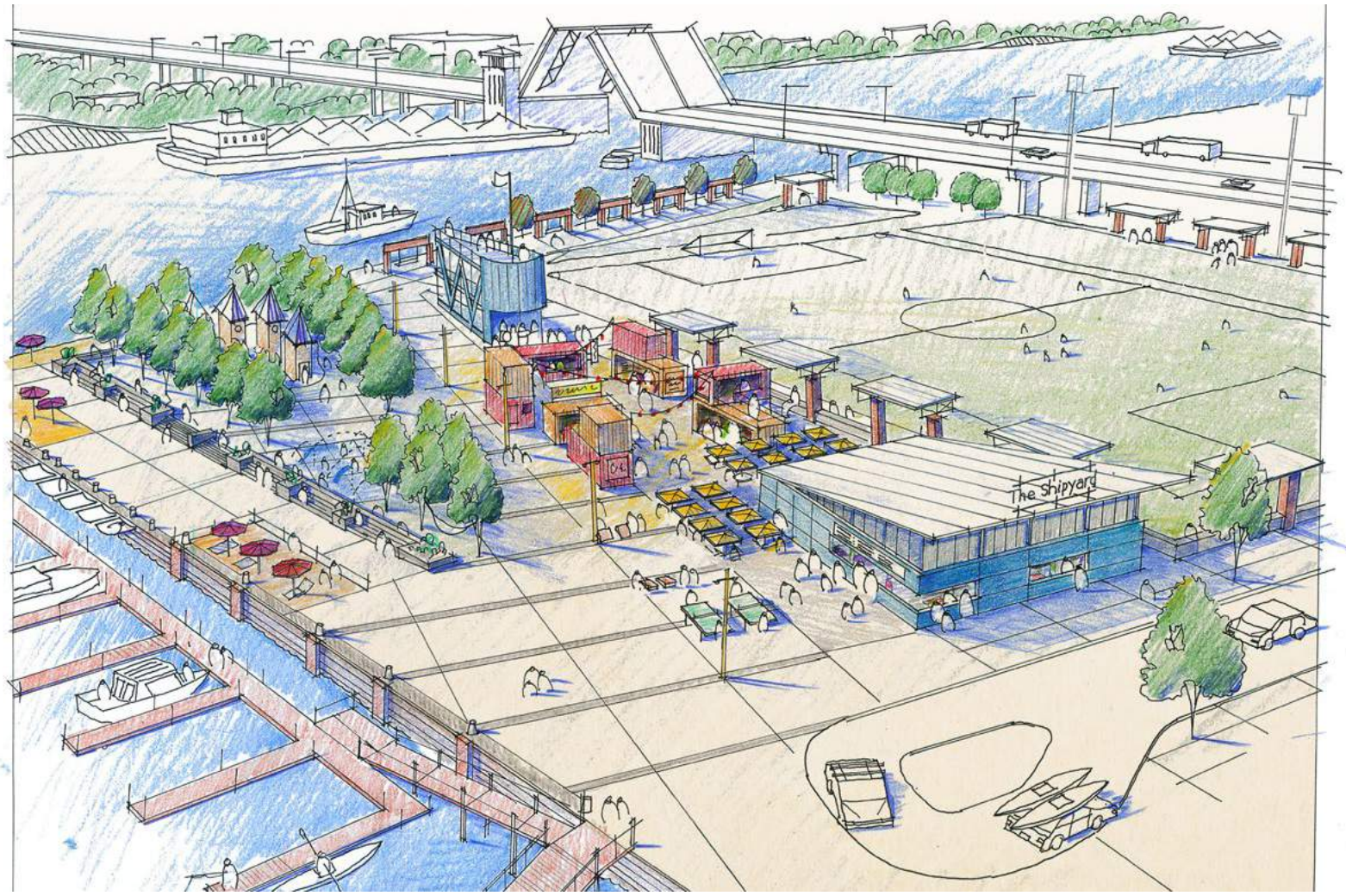
Uijongbu City, Republic of Korea | Cuningham Group

Cuningham Group devised a new World-Class leisure town in the urban area of Uijeongbu in Gyeonggi-do; just North of Seoul comprised of: mix of retail, restaurant, and entertainment venues, but also a variety of entertainment venues, a hotel and convention center, a children's theme park, an outlet center, super market, as well as housing, and a high-end residential development.

Created around the notion of creating a World Center for all things K-Pop; canyons of architecture create an engaging place of journey and discovery, connecting a series of music-filled outdoor rooms throughout the project. Guests are surrounded in an exciting environment that fills all the senses.

Client
UD JaHyung, Inc.

Scope of Services
Master Planning
Concept Design



Master Plan

The Shipyard
Green Bay, Wisconsin
May 7, 2018
CUNINGHAM GROUP

The Shipyard Master Plan

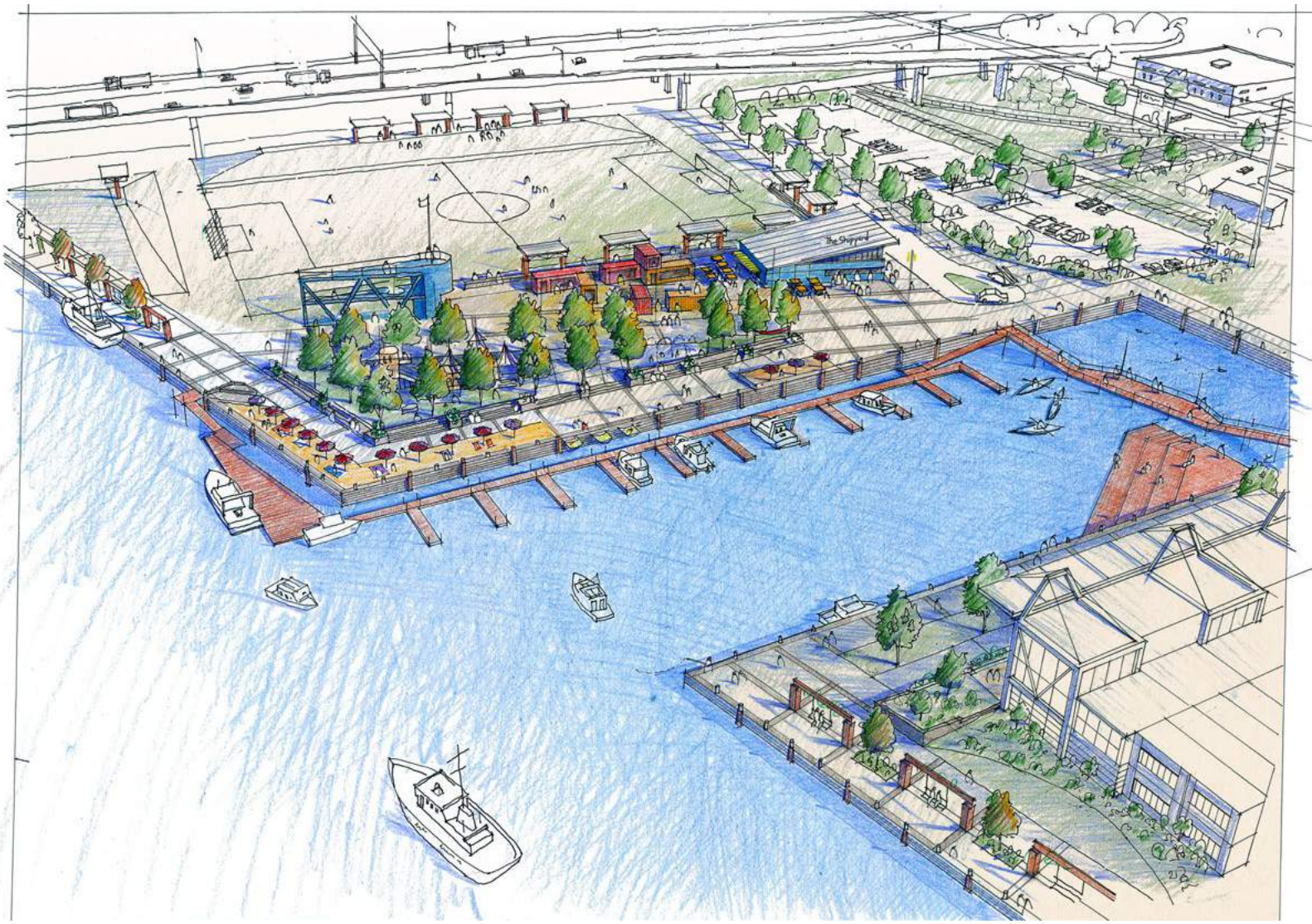
Green Bay, Wisconsin | Cuningham Group

The Shipyard, along the Fox River in Downtown Green Bay, will become a major recreational amenity that helps position Downtown as the creative and entrepreneurial center of the region. The site has been abandoned for several decades and is now being developed as an extension of the revived Broadway District. The Shipyard will be a riverfront park with an athletic field that doubles as an outdoor concert facility, a urban waterfront edge with transient docking, a plaza with small restaurants and retailers, and an urban beach. Equally important, the Shipyard will facilitate surrounding mixed use development, including housing, hotels, and offices.

Client
City of Green Bay

Scope of Services
Master Planning
Concept Design

Project Size
10 acres



Past Experience
PROJECT EXAMPLE

All Net Arena and Resort
Las Vegas, Nevada | Cuningham Group

Cuningham Group is designing the next major attraction on the Las Vegas Strip—the new $1.3 billion All Net Arena and Resort. The 27-acre project is scheduled to break ground in spring of 2014 with a planned opening in December of 2016.

Located between SLS Las Vegas Hotel Casino and the Fontainebleau, the world class arena will feature four levels, a total of 862,500 square feet, a classic restaurant and night club, 75 luxury box suites, and a retractable roof. Seating capacity will accommodate 22,000 for basketball; 21,600 for hockey, boxing and rodeo; and 22,800 for concerts and conventions.

A unique element planned for the complex is Victory Plaza, a 300,000-square-foot promenade that will lead visitors from Las Vegas Boulevard through lush landscaping, fine dining and retail, as well as outdoor seating, staging and water features. The Plaza is designed to change themes for specific events, activities, holidays and celebrations. A luxurious boutique Five-Star Spa Hotel with 500 specialty suites will round out the attraction's major amenities.

Client
All Net Development Inc.

Scope of Services
Master Planning
Architecture

Project Size
862,500 Square Feet

GrandView District Development Framework

Edina, Minnesota | Cuningham Group

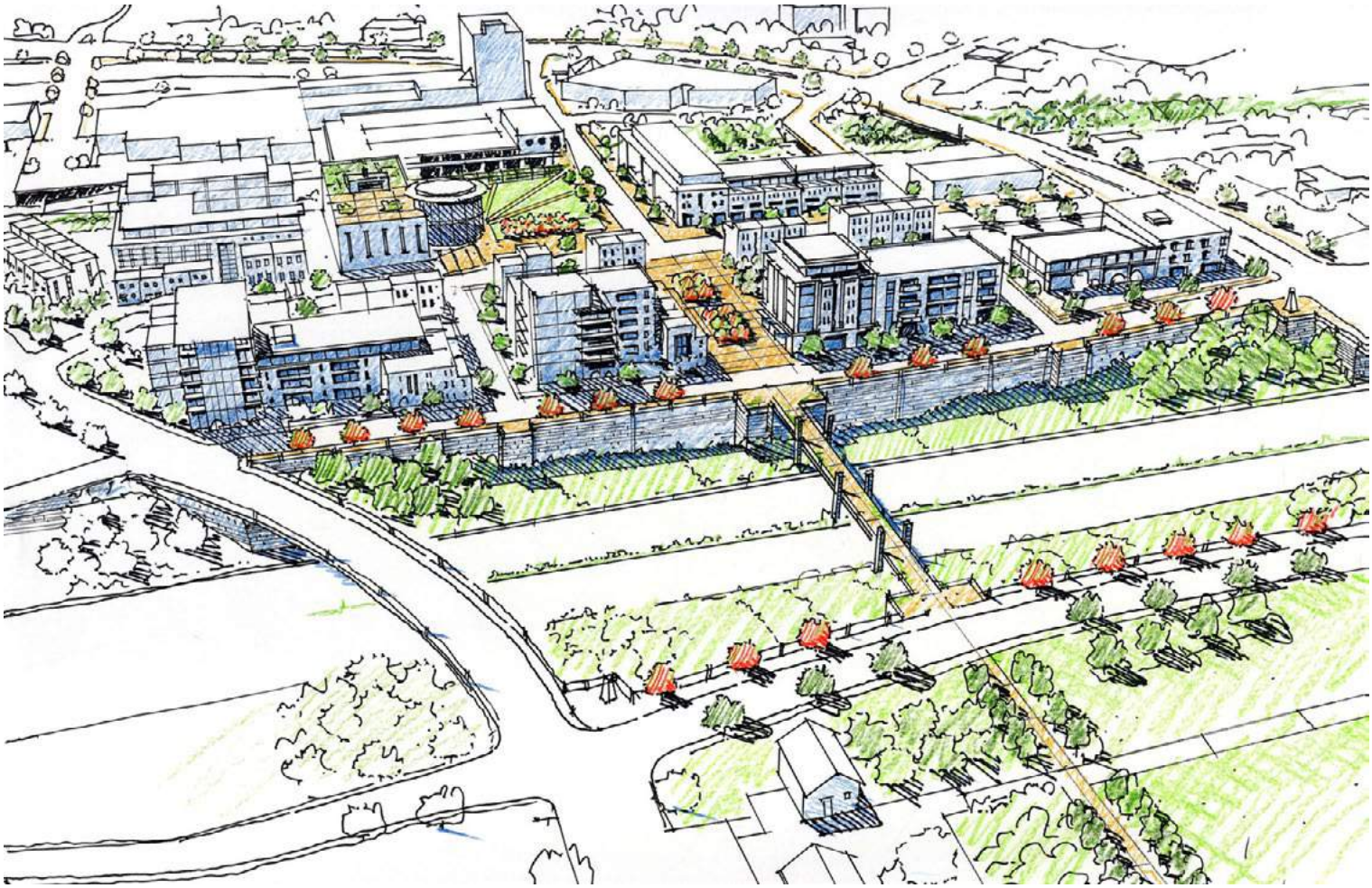
The GrandView District is part of the original, historic development pattern of Edina. Located at the intersection of Hwy 100 and Vernon/50th, the District has seen a number of changes in recent years with the City's public works operation moving out and the potential for the school district bus garage site to be redeveloped. These two sites along with other changes provided the opportunity for the City to initiate a redevelopment effort.

Working with a multi-disciplinary team, Cuningham Group led a participatory public process that scheduled input (including focus groups, program and committee meetings and public presentations) over three community workshops. The resulting Development Framework addressed a variety of public and private opportunities organized around a prominent public realm of pedestrian-oriented streets and park/plaza spaces all centered around the GrandView Commons—a public gathering space, connecting the street over the railroad corridor and a new public/community building.

Client
City of Edina

Scope of Services
Redevelopment Master Plan

Project Size
100 Acres



Baldwin Park Sun Shade — Minnesota State Fair

Saint Paul, Minnesota | Cuningham Group

The Minnesota State Agricultural Society, more notably known as the Minnesota State Fair, is constantly improving their grounds to strengthen the guest experience for the annual twelve day Minnesota Get Together. Cuningham Group is honored to be a part of this effort and one recent project involved a giant sun shade at Baldwin Park, designed for outdoor family stage events. Many of the trees have recently died in this location, and having shade is critical for comfort in August.

The area encompasses about 500 seats and the structure had to be demountable. Cuningham Group incorporated a grand tonsile sail as the element of choice. Two immense masts allow the shade to rise to roughly fifty feet, providing the armature for the cable structure which fans out across the park. The concept was to provide semi-enclosure and to permit breezes to flow through. Lighting and sound systems are integrated into the structure, thus allowing evening usage. The structure is very dynamic visually and has prompted the Fair to use the venue for expanded public activities.

Client
Minnesota State Agricultural Society

Scope of Services
Planning
Design

Project Size
Shelter/seating area for up to 500 people

Dubuque Millwork District Master Plan

Dubuque, Iowa | Cuningham Group

The Dubuque Millwork District Master Plan is an aggressive vision for redevelopment of over one million square feet of warehouse space in Downtown Dubuque.

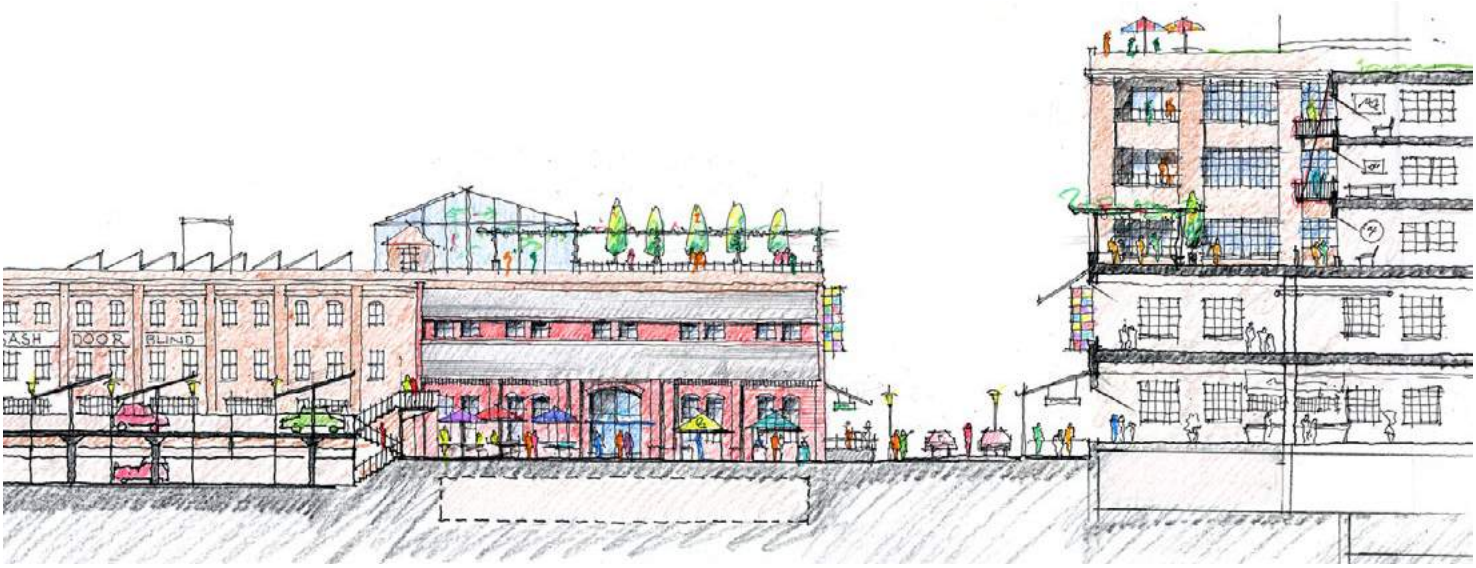
Over time, the District will reestablish itself as a regional engine of growth. Cuningham Group is working with the City of Dubuque to develop a plan that recommends maximizing community and environmental benefits of redevelopment through cooperation between the public and private sectors.

Five systems—water, energy, development, green space, and arts and culture—comprise the organizing framework for implementing the Plan at both the district and building scales. Specifically, the District will strive to stay within its rainfall budget, approach carbon balance, create sustainable jobs and housing, and reinforce the importance of connectivity within the city.

Client
City of Dubuque, Department of Economic Development

Scope of Services
Master Planning

Project Size
1 Million Square Feet



Riverside North Development

La Crosse, Wisconsin | SEH

SEH worked with the City of La Crosse Redevelopment Authority on the Riverside North Development project to revitalize a former 65-acre brownfield site at the internationally significant confluence of the Mississippi, Black and La Crosse Rivers. The design was developed using the innovative National Charrette Institute (NCI) process culminating in an intense, seven-day interactive public workshop.

The resulting plan reflects the history and character of the riverfront city as well as the community's vision for its future. The final plan provides strategies to reclaim and transform the riverfront property into a livable, walkable neighborhood with a mix of residential and commercial buildings, and increased recreational, economic and tourism-related attractions.

One of the key drivers for the layout of the proposed neighborhood is the 30+ acres of open and forested wetlands and extensive riverfront shorelines. This is achieved through a multimodal parkway and three linear ecological extensions or "green fingers" up into the new redevelopment.

The new infill development is a key gateway into the downtown entering from Copeland Avenue. The riverfront and public multi-recreational trails will also connect the neighborhood to the downtown for work, shopping or recreational needs.

SEH is now part of the Master Developer team led by WiRED Properties. The team has formed a public private partnership to develop the site.

Client
City of La Crosse

Scope of Services
Planning
Landscape architecture
Transportation planning
Hydrogeology
Waterfront planning
Civil engineering
Urban design
Community engagement
Form-based zoning code

Downtown Riverfront Planning and Implementation

Chippewa Falls, Wisconsin | SEH

SEH has been diligently working with the City to reconnect the downtown to the Chippewa River, spurring private investment in the City. Over the past 15 years, SEH has helped the City obtain nearly $4 million in state and federal grant funds for this work. Grant monies were directed toward building relocation, trails, riverfront planning, environmental remediation, water treatment, blighted property acquisition and brownfields clean-up. SEH's planning and extensive public involvement services helped the City develop a final design plan for the downtown riverfront area, supporting the City's master planning process which is focused on revitalizing the gateway to downtown, creating jobs and economic development opportunities and expanding the recreational opportunities along the riverfront. Two of the most recent projects are:

Redesign of the Bridge and River Streets intersection into a roundabout, creating an iconic gateway into downtown. The intersection design comprised a single-lane concrete roundabout with two bypass lanes. Special design elements include decorative concrete and pedestrian scale lighting that strengthens the visual entrance into downtown. The project also included storm sewer design and extensive utility coordination and relocation for aesthetic purposes.

The creation of a park that connects downtown to the Chippewa River. Park amenities include passive quiet areas along the river, spaces to accommodate community festivals and events and amenities for pedestrians, bicycles, river users, boaters, anglers and more. The new park will build on the annual spring traditions associated with Duncan Creek and Allen Park, reinforces regional connections with the Old Abe and Chippewa River State Trails and strengthens local access on the Duncan Creek Trail. Phase 2 construction is currently underway.

These projects, among others, have spurred other adjacent development and infrastructure improvements including SEH's own private investment in a new office building on land that once sata vacant for more than 15 years.

Client
City of Chippewa Falls

Scope of Services
Community engagement including charrettes
Landscape architecture and design
Park and trail planning
Transportation planning
Urban design
Highway design
Water engineering
Water resources engineering
Waterfront planning and design
Stormwater management
Environmental engineering
Survey
Operations and maintenance planning
Funding/grant applications

Arrowhead Park

Neenah, Wisconsin | SEH

With a challenge of what to do with a 32-acre former brownfield site, this project completes a 5-kilometer loop around Little Lake Butte Des Morts.

The Master Plan was developed with an overall goal of not only creating a destination but also enhancing the image of Neenah including the downtown and adjacent residential neighborhoods. SEH is led the public trust review process to ensure the park is in compliance with the City's 1951 Lake Bed Grant from the state of Wisconsin.

Ecological enhancements will reshape the shoreline and provide aquatic habitat improvements for fish, birds and other wildlife.

To date, SEH has helped the City secure $420,000 in grant funding toward plan implementation. A comprehensive funding strategy will be used to solicit additional funding in the amount of $5.2 million for Phase 1 construction.

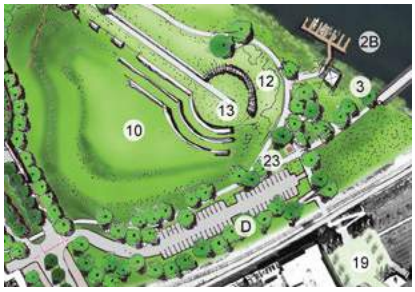
The park program includes:

- 4,500 sq. ft. multi-purpose community building
- Two playground areas
- Creation of outdoor rooms through landscape treatments and grading
- Activity building with restrooms, concession and rentals
- 600-ft. long boardwalk
- 250-ft. long pier
- Canoe/kayak livery
- Public plaza

SEH is currently under contract for Phase 1 design.

Client
City of Neenah

Scope of Services
Architecture
Civil engineering
Community engagement/public involvement
Environmental engineering
Funding assistance
Waterfront planning and design
Mechanical/electrical engineering
Park planning and design
Planning and landscape architecture
Brownfield redevelopment
Transportation planning
Water engineering



Beerline B Redevelopment Master Plan

Milwaukee, Wisconsin | SEH

The Beerline B in Milwaukee is a former industrial corridor named after the railroad spur that historically provided service to the Pabst, Blatz and Schlitz breweries in the downtown brewing district.

Following a variety of factories and warehousing closures, the City of Milwaukee realized the redevelopment potential of this former industrial brownfield, which runs directly adjacent to the Milwaukee River.

Prior to joining SEH, Ed Freer was part of the multidisciplinary team that completed the award-winning Beerline B Redevelopment Plan for the City. The plan examined the potential for new residential, commercial, mixed-use development and provided recommendations for a riverfront promenade that would reconnect the community to the river.

The plan capitalized on the river as an amenity, the area's proximity to downtown and the views afforded by the site's steep bluffs. A set of redevelopment guidelines and codes were developed regarding zoning, building densities, building typologies, landscape amenities, public open space, and infrastructure expansion. These tools allowed the City to effectively solicit developers while ensuring the appropriate design standards for development. Public engagement was an important component throughout the project.

Today the Beerline B neighborhood is a thriving community with a unique sense of place that still harkens back to its brewery roots. In fact, it is now home to the popular Lakefront Brewery. It has been a major catalytic project responsible for the increased redevelopment in the Brewers Hill neighborhood.

Client
City of Milwaukee

Scope of Services
Public engagement
Infill redevelopment
Brownfield redevelopment
Development guidelines
Urban design/riverfront planning

Past Experience
PROJECT EXAMPLE

East Detroit River Walk
Detroit, Michigan | SEH

Prior to joining SEH, Ed Freer worked with the City of Detroit and the Detroit River Conservancy on this two mile riverwalk providing a continuous public access and promenade along the Detroit River that provides community linkages five blocks into the upland. The intent was to demonstrate and attract citizens as well as investors back into the City through the creation of a major destination along one of the City's treasured gems - the Detroit River. Artists and designers were commissioned for this project to create unique and playful elements, including a custom carousel.

The Riverwalk Design Palette included a selection of lighting, pedestrian amenities, materials and patterns as well as paving design inspired by African Kente cloth patterns/Pewabic Pottery tiles and acknowledgment of historic settlement patterns.

Client
Detroit Riverfront Conservancy

Scope of Services
Programming
Design standards
Community/public engagement
Urban revitalization
Brownfield remediation
Park, urban and trail design
Civil engineering
Shoreline/coastal engineering restoration
Green infrastructure
Permitting/agency coordination
Assisted in funding pursuits
Landscape architecture
Park architecture
Construction administration

Millwork District Streetscape and Redevelopment

Dubuque, Iowa | SEH

Prior to joining SEH, Ed was the lead urban designer for the redevelopment for the historic Millwork District. Strategies included the use of sustainable streetscape solutions including the reuse of historic street brick, permeable paving and flow-through planers, historic preservation, adaptive re-use and geothermal energy.

The Millwork District started as a redevelopment project with goals of repurposing industrial buildings to create reinvestment opportunities yielding a stronger tax base and employment. The consultant team worked directly with City Engineering and a team of four private developers/ property owners. The process also engaged the local business owners and community at large.

The project area was a former millwork manufacturing and warehousing district. Typical of these areas were the loading docks, remnant railroad spurs, no sidewalks and brick/cobble streets. In an attempt to serve a mixed- use development, sidewalks were incorporated along with streetscape beautification and the accommodation bicycles. Due to the historic nature and the fact that the majority of the structures were listed as historic structures it was critical to stay within the design guidelines of the Department of Interior. The team assisted the City in successfully obtaining a TIGER Grant and meet Complete Street, standards as well as SHPO review and approval.

The team successfully designed many green infrastructure features and promote sustainability through the incorporation of flow through planters, geothermal energy, re-use of all existing historic structures, planning for a major parking structure and multimodal transportation facility.

Upon ongoing completion the city was able to develop a new tourist destination, demonstrate success in the community's sustainability goals, provide new housing, attract new businesses, protect its historical resources, safely integrate the bicycle, incorporate new energy strategies and maintain former industrial use/jobs and related truck access within the district.

Client
City of Dubuque

Scope of Services
Site redevelopment
Mixed-use, including industrial use
Green infrastructure
Green alleyway
Streetscape
Public engagement
Assistance in funding application
Assisted in DOT Complete Streets approval and SHPO tax credit qualifications

South Pier Development

Sheboygan, Wisconsin | SEH

The South Pier Redevelopment Plan provided an outstanding opportunity to revitalize an industrial brownfield site in Downtown Sheboygan along the Sheboygan River and Lake Michigan, creating a vibrant urban neighborhood that builds upon the City's maritime history. Prior to joining SEH, while employed at SmithGroupJJR, Ed Freer was the principal urban designer and waterfront planner that prepared an award-winning land use concept plan for the South Pier District, including mixed-use development for specialty retail, live/work and a 200-room hotel/conference center with restaurant and water park complex. Design guidelines were generated to preserve Sheboygan's history, spirit and scenic resources by promoting cohesive redevelopment.

Following approval of the master plan, the team produced construction documents for all site development including roads, walkways, riverfront promenade, plazas, parking, landscaping and utilities. Both projects have received awards for downtown and waterfront revitalization, including a 2006 Phoenix Award for Community Impact in Brownfield Redevelopment and a 2009 Honor Award from the Waterfront Center.

Client
City of Sheboygan

Scope of Services
Waterfront planning
Infrastructure
Lakeshore dune restoration
Riverwalk
River shoreline restoration
Public realm enhancements
Public engagement
Permitting and regulatory
Assistance in funding application

Hydro Park

Kaukauna, Wisconsin | GRAEF

For 10 years, Kaukauna Utilities worked with the Federal Energy Regulatory Commission (FERC) for a new license on their upgrade to the Badger Hydro Plant with a new Powerhouse and power canal modifications in downtown Kaukauna. The hydro plant is contained in the Badger Hydro-Electric Historic District that was placed on the National Register in 1991.

This park incorporates historic elements outlined in the Historic Resources Management Plan to commemorate and educate on the historical significance of hydroelectric power in the area's settlement. For the initial phases of the project, GRAEF staff worked with KU, City, and general public representatives to develop a schematic master plan for the park. The effort included several stakeholder workshops to obtain public input for the park.

A portion of the power canal was filled and a new retaining wall constructed. Portions of the existing canal limestone wall were left in place and exposed as a nod to the historical use of the space. The design incorporated an area with views of the new powerhouse and remaining canal and a large turbine impeller that was already in the area. Also, historic educational nodes were integrated into the site design, as were an outdoor performance area, gathering spaces, and trail connections. Permitting and coordination was required with SHPO, FRNSA, WDNR, USA COE, and City of Kaukauna.

Client
Kaukauna. Utilities

Scope of Services
Site/Civil Engineering
Landscape Architecture

Data
Historic Site
Pavilion with bathrooms

Herb and Dolly Smith Park

Neenah, Wisconsin | GRAEF

Herb and Dolly Smith Park demonstrates the successful transformation of a once blighted area into a popular community recreational asset. The park is located on the site of a former fueling station and undeveloped area on the shores of Lake Butte des Morte.

The waterfront park offers amenities to suit many types of outdoor recreation enthusiasts including walking paths with wildlife viewing areas and a canoe and kayak launch with ADA accessibility. Spaced periodically along the shoreline are swinging contemplation benches that draw those interested in a relaxing, peaceful moment. An attractive park shelter and recreation area was designed around a green space and offers open-air picnic space available for events and festivities.

Another central point of interest is the paved bicycle and pedestrian path that will eventually lead to other area parks and the heart of downtown Neenah. In order to avoid sensitive areas and meet ADA accessibility guidelines, this path includes a ravine crossing and a 390 foot long timber boardwalk across the mouth of the Neenah Slough.

GRAEF performed full hydraulic design for the boardwalk structure, ensuring that it meets state navigational and flood control requirements and carefully design around existing creeks and wetlands, while restoring forested areas. Invasive plants were removed and native plants and tall grass prairies were planted.

Client
City of Neenah

Scope of Services
Landscape Architecture
Civil Engineering
Structural Engineering

Military Avenue Reconstruction

Green Bay, Wisconsin | GRAEF

Military Avenue is a well-known commercial corridor on Green Bay's west side shopping district. The six-lane arterial street needed reconstruction, and the improvements were intended to enhance motoring safety and efficiency and serve as a catalyst to rejuvenate the commercial area that flanks the street.

The maximum design year daily traffic volume for Military Avenue is 25,000 vehicles. Based on a traffic analysis, GRAEF recommended reconstruction be four lanes with leftand right-turn lane accommodations. Excess right-of-way allowed other improvements including bump-out lanes for city buses and turfed center medians.

GRAEF designed the roadway and intersection improvements, lighting, and streetscape aesthetics. The existing corridor has nine intersections, seven of which were signalized. Four of the existing intersections had crash rates near or exceeding WisDOT's crash rates which warranted additional safety improvements.

GRAEF identified several designs based on the traffic and safety study. Another study analyzed the required number of lanes and the use of modern signalized intersections and modern roundabouts at select locations. While both signalized and roundabout options were considered practical solutions, the City elected to use signalized intersections in conjunction with dedicated turn lanes. The intersections at Mason Street and Shawano Avenue were design with dual left-turn lanes.

Client
City of Green Bay

Scope of Services
Design Reports
Topographic Survey
Environmental Document
Traffic Analysis
Final PS&E Documents
Agency Coordination
Preliminary and Final Design
Construction Staging Plan
Public Involvement Plan

Data
1.5-Mile Roadway Reconstruction

STH 64 Urban Reconstruction

City of Marinette, Wisconsin | GRAEF

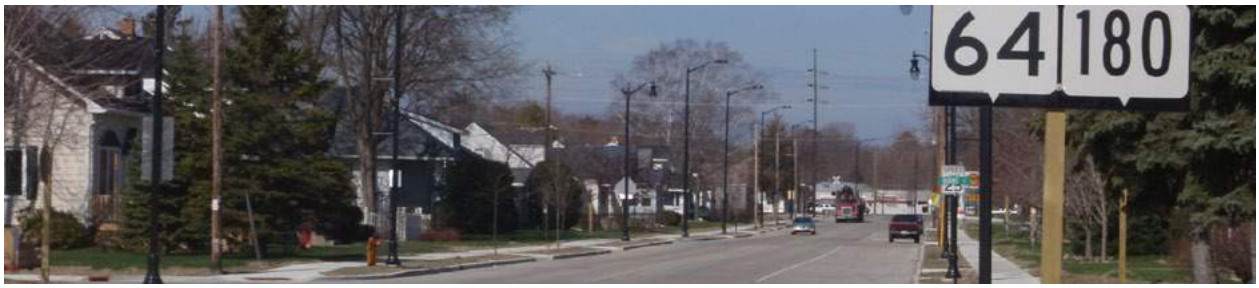
GRAEF was retained for this construction project which involved the design of 1.0 mile of urban arterial roadway within the City of Marinette. As a connecting roadway, the project limits run from CTH T/STH 180 north to USH 41. Two intersections were evaluated for specialized improvements including a roundabout application. The intersection at STH 180/CTH T was selected to receive a single lane roundabout as a part of the improvements. The intersection at Owena Street/Van Cleve Avenue was also examined and under a separate scope item, was evaluated and received traffic signals.

Typical section alternatives were developed that include a two-way left-turn lane along a commercialized area of the corridor to address left-turn movements and a raised median within a residential section to create a traffic calming effect. Bicycle accommodations and on-street parking were also incorporated. Input from both the Wisconsin Department of Transportation and the City of Marinette were critical during the development of the typical section alternatives.

Another key element of the project included the Escanaba & Lake Superior Railroad crossing along this segment of street. Railroad coordination was required to facilitate the replacement of the crossing and signals.

Client
WisDOT NE Region

Scope of Services
Topographic Survey
Design Reports
Type 2C Environmental Report
Transportation Project Plat
Utility Coordination
Railroad Coordination
Public Meetings
Roundabout Design
Traffic Engineering
Landscape Design
Street Lighting Design
Stormsewer Design
Roadway Design



Breese Stevens Field Turf Replacement

Madison, Wisconsin | GRAEF

Breese Stevens Stadium, a City of Madison landmark, was originally constructed in two phases between 1925 and 1934 and has 4,800 seats. The stadium has a brick, terracotta and stone façade. GRAEF teamed with a local architect to restore this historic structure back to its original grandeur in a multi-phase project.

The first two phases involved repairing the historic concrete frame, updating the stadium to be ADA accessible, an interior concession stand, new guardrails and stadium bench seating.

The final phase replaced the original turf with synthetic turf for a sustainable, low maintenance playing field.

Client
Isthmus Architechture

Scope of Services
Site/Civil Engineering
Structural Engineering

Data
4,800-seat stadium
Historic structure restoration
ADA accessibility

Park Properties

City of Neenah, Wisconsin | GRAEF

LOOP THE LAKE TRAIL & BRIDGES | GRAEF completed the full detailed design, bidding, and construction management of two (2) separate boardwalk bridges. One bridge is located in the City of Neenah spanning the Neenah channel. This bridge is 768-feet long with twelve 64-foot spans. The other bridge is located in the City of Menasha spanning the Menasha channel and is 715 feet long with ten 63-foot spans and one 84-foot span. Both bridges were steel girder structures supported on steel pipe pile bents and concrete piers. Timber under-decking supported a 14-foot clear width composite deck boardwalk with aluminum and cable railings. Mid-span of both bridges includes and observation bumpout with covered canopy allowing pedestrians and bikers to enjoy view while not impeding the through traffic.

LITTLE LAKE BUTTE DES MORTES TRESTLE TRAIL | The centerpiece of the Friendship Trail between Manitowoc and Stevens Point, Wisconsin is the Little Lake Butte des Morts Trestle Trail in Menasha. The City and Town of Menasha, with the help of the GRAEF design team, undertook an adaptive reuse of this community asset. It was recognized early on that factors surrounding this project would significantly complicate the effort, but also create some unique and interesting opportunities. By reusing the old railroad trestle structure with its local history and interest, a unique pedestrian and cycling trail was developed.

HERB & DOLLY SMITH PARK | The park demonstrates the successful transformation of a once blighted area into a popular community recreational asset. The park is located on the site of a former fueling station and undeveloped area on the shores of Lake Butte des Morte. The waterfront park offers amenities to suit many types of outdoor recreation enthusiasts including walking paths with wildlife viewing areas and a canoe and kayak launch with ADA accessibility. Spaced periodically along the shoreline are swinging contemplation benches that draw those interested in a relaxing, peaceful moment. An attractive park shelter and recreation area was designed around a green space and offers open-air picnic space available for events and festivities.

NEENAH GATEWAY PLAZA | The large pedestrian plaza is designed for large group gathering while serving as fi re access for existing and future adjacent buildings. The center of the plaza includes in-ground “dance chimes” allowing people to make music or play with the interactive piece. The rear of the plaza is anchored with a bosque of cypress creating a natural buffer into the park system.

Client
City of Neenah

Scope of Services
Landscape Architecture
Civil Engineering
Structural Engineering
Site/Civil Engineering
Electrical Engineering
Permitting
Construction Inspection
Planning
Surveying
Construction Management
Public Involvement

Wisconsin Lutheran College Athletic Fields

Wauwatosa, Wisconsin | GRAEF

Wisconsin Lutheran College planned to build new athletic fields on parkland acquired from Milwaukee County. GRAEF provided site/civil engineering, wetland delineation, permitting, and construction staking services for this new outdoor athletic facility.

The project included a grass-like artificial field turf football stadium; NCAA regulation eight-lane running track with Mondo running surface; NCAA regulation size baseball, softball, and soccer fields, soccer practice area; field event areas; and a football practice field. Seating is available for 3,500 spectators at the football field, with a parking area for 312 vehicles.

The irregularly-shaped parcel and considerable grade change challenged the design team, with significant grading and layout required to accommodate the sports venues. Multiple retaining walls were installed to allow for the required grade change while minimizing the impact to the adjacent mature trees. GRAEF staff also designed sanitary sewer and water main extensions for the project, storm water management, and drainage under the field.

The finished project provides a truly unique athletic field venue. This long-awaited project now provides a nearby home for Wisconsin Lutheran College's full complement of NCAA Division III sports teams.

Client
Wisconsin Lutheran College

Scope of Services
Site/Civil Engineering
Wetland Delineation
Permitting
Construction Staking

Data
31.5 Acres

Key Personnel
ORGANIZATIONAL CHART

Below is our team of design and technical experts identified by their role and duties. Professional and technical qualifications are listed in their respective resumes as part of the Appendix.

Redevelopment Authority of the City of Green Bay

Principal in Charge
Jeff Schoeneck

Project Manager
Craig St. Clair

Core Design Team Leads

Project Architect
David Hyde

Landscape Architect/ Urban Design
Ana Nelson

Civil Engineering
Pat Skalecki

Environmental
Heidi Kennedy

Waterfront Amenities
Ed Freer

Urban Planning Advisor
Andrew Dresdner

Project Services

Railroad/Multi-modal
Pat Skalecki

Structural (Building)
Jeff Rosner

Structural (Waterfront)
Jeff Johnson

Civil/Stormwater
Mark Mickelson

Electrical (Building & Streetscape)
Robert Jeffers

Electrical (Waterfront)
Ken Thielen

Athletic Fields
Joseph Pepitone, Jr.

Mechanical (Building)
Jason Gerke

Brownfield
Bruce Olson

Landscape Architecture
Frank Fitzgerald

We believe that the Cuningham Group team can **Uplift the Human Experience** through our co-creative process, active listening and by genuinely collaborating with our clients. Our passion for seeking out creative solutions influence our communities – across the globe – and this is a responsibility that we take seriously. Our purpose statement is fundamental – **Beautiful Places in a Balanced World**. This statement is a guide to our practice of planning, architecture, interior design, sustainability and landscape architecture. Our environments **inspire, comfort, energize, nurture, and welcome.**

The Green Bay Region, similar in size to Ocala FL, Laredo TX, Lake Charles, LA and Wilmington NC, has a recognized brand that far exceeds these cities and most others in its peer group. Thanks largely to the Packers, the beloved and publicly owned football team, the region enjoys a strong national identity. However, the strong regional brand is both a blessing and a curse for the City of Green Bay. While the brand is strong and generally positive, it is also not accurate. Green Bay is more than the Packers. It is a region of cities, centered on Green Bay and the Fox River, not Lambeau Field.

The regional growth strategy relies in part on shifting the identity of the region from one that is football centered to one that is centered on a high quality of life. A significant art of this strategy is the positioning of Downtown Green Bay as the entrepreneurial, creative, and recreational center of the region. The Shipyard is an important step in that direction. Upon completion, the Shipyard will become the region's signature riverfront public recreational space. In addition, if well designed, the Shipyard will:

- Stimulate development that extends the Broadway District south to the Mason Street Bridge
- Create a space for large gatherings, concerts, and events and community celebrations
- Be active year around, with an urban beach, marketplace, curling courts, skating, and both spontaneous and programmed activities that attract abroad cross section of the community to the riverfront.
- Be a destination for both locals and visitors who arrive by bike, foot, car, transit and boat.
- Be a showcase of environmental sustainability and well-integrated urban development.

This last summer, the City of Green Bay unveiled a revamped vision for the Shipyard plan. Cuningham Group is proud to have taken part in such important project for the City. The Shipyard offers a tremendous opportunity for the Green Bay community to revive an area that has been neglected for several decades and create a signature public space, and a vibrant and inviting entertainment venue showcasing Green Bay's local identity. Our design process focuses on a creative, integrated and holistic design approach that enhances the user experience of this underutilized riverfront space, extend the waterfront experience, and provide unique choices park amenities, festivals, and community events.

We acknowledge current plans envision a unique attraction to the district to help boost activity along the riverfront including spaces such as: an urban beach with docks for boats, shipping containers transformed into stores and restaurants, and a sports field that can host many events, from games to concerts.

We recognize the equally important issue of ensuring the Shipyard stimulate private sector development on surrounding properties and in adjacent neighborhoods.

The Shipyard has to be more than a destination; it should be the centerpiece of a new mixed-use neighborhood. To that end, we will design the park and surrounding infrastructure with careful attention to how surrounding areas are affected.

Our intent is to promote the City's cultural significance and seamlessly integrate the proposed Phase I conceptual programming opportunities and recreation activities with the setting of Green Bay and the Fox River. We will deliver a design for the Shipyard Plan that creates a balance between architecture, public realm, and riverfront from a visual and an environmental perspective.

As we refine the existing concept plan, we identify key issues and opportunities to strategically promote innovative design techniques and sustainable practices. In keeping with your vision to support the cultural history and character of Green Bay, we work with you to evolve a design that melds the entertainment venue experience with the riverfront and open spaces together in a way that is unique, memorable, connected, safe and overall functionally flexible and adaptable.

The process:

- Creates a world-class park experience for residents and visitors to Downtown Green Bay,the Fox River and The Shipyard District.
- Implements the preferred design that creates a vibrant mix of recreation, entertainment, environmental and cultural heritage on this important public space
- Encourages the public participation and ownership of the design

Our team also looks to augment the previous effort with a better understanding of the following items
:

- Understanding the importance of cultural and contextual resources on the site – and the basis for creating a highly resilient park that enhances the user experience
- A unique understanding of current opportunities related to programming on the site
    - "Stadium" and multi-purpose outdoor events and recreation spaces
    - Building program and building placement for the permanent and temporary structures
    - Multimodal transportation factors such as bike and pedestrian routes influencing access and circulation to the Shipyard District and riverfront: What would make the Shipyard project more user friendly, safe, and accessible for multiple generations

Our approach results in a responsive design plan and advanced detailing that assists the community in reaching informed decisions regarding the character, costs, benefits, and maintenance concerns associated with the Shipyard.

Project Collaboration

We understand the City and RDA is ready to hit the ground running and anxious to begin the process to implement the project. Our team shares the same excitement and we know there is an aggressive schedule at task. A clearly defined process determined at the outset of the detail design effort is essential to successfully implementing the Phase 1 planned construction for the project. Therefore, we are proposing a different approach to delivering our services acknowledging the critical timeline to reach important project milestones.
Our approach to delivery is to guide the project on a Design/Build approach where a Construction Manager at Risk (CMAR) is selected in a separate contract by the owner. This separate step represents an important action to ensure that the Design Team and the CMAR have the opportunity to develop an immediate and strong, collaborative working relationship on behalf the City and the RDA.

The advantages of procuring a CMAR early on are numerous. First, the CMAR can assume the role of a construction consultant and assist with cost estimating and constructability reviews. Second, because the CMAR has begun working as part of a collaborative team with the owner and designer, there is the opportunity to overlap the traditionally distinct phases of design and construction – such as initiating acceleration of the construction schedule through early start packages.

Another advantage is cost certainty can be provided at an early stage of the project. Most CMAR projects require the contractor to provide a Guaranteed Maximum Price (GMP) somewhere within the 50 to 90 percent design phase of the project. There is also the possibility that the project could encounter scope changes which could result in a change order leading to an increase in the GMP, but this would be discussed collaboratively between the City/RDA, the Design Team, and CMAR Team.

We would be working closely with you and the CMAR to determine the desired "bid packages" for all aspects of the project. For purposes of developing a logistically sequence of events, we are structuring the project in three (3) separate bid packages closely aligned with the scope structure defined in the RFQ:

1. *Site Improvements (Environmental Work)*
2. *Public Improvements*
3. *Shipyard*

The Project Schedule and Work Plan explain in further detail project milestones and deliverables anticipated for each bid packet. An important element to note is that coordination and collaboration with agencies and jurisdictions such as the CNRR, FEMA and the Wisconsin Department of Natural Resources (to name a few), requires ongoing discussions for permitting and approvals needed making it challenging to follow the traditional design/bid/build process and being able to have a high quality Project Manual delivered by the end of the year. Our approach guarantees that the projects gets initiated and work is underway while design detailing and technical clarifications continue to get resolved during the construction phase. A construction schedule needs to be coordinated and established by the CMAR. Our estimated project schedule is intended to define the deliverables and critical milestones pertaining to the Design Team's scope of work.

Team Experience and Design Excellence

One of our greatest strengths is the team's decades of experience in public projects that transform design ideas into built realities. Our team approaches the planning and design for the Shipyard project with an ultimate goal: to a design an iconic destination that enhances the Downtown and riverfront experience for the community and visitors.

Our Team's experience working with City/local agency staff and our knowledge working with diverse communities brings a valuable understanding of the project process and expectations. Additionally, our design team's proven commitment to close collaboration and design excellence drives every aspect of our creative analysis and project design process.

Over the past decade, we have worked closely with our partners at Graef and SEH on multiple projects throughout Wisconsin. This partnership is important and valuable because time is of the essence; you don't have time for a team to develop chemistry – they need it on day one. Our team's experience on delivering successful projects relies on providing creative solutions and promptly informing feasibility expectations and implementation strategies. Understanding the realities of time and budget constraints are a high priority. We use document production tools to keep track of review iterations, confirm milestones, and document project timelines.

We keep construction costs in check collaborating with the CMAR prior to proceeding with detailed plans by accompanying design iterations with progress cost estimates. Our design team is committed to making the Shipyard project into reality and delivering as an iconic destination for the City of Green Bay.

List of Phases and Tasks

The Shipyard project has unique opportunities and challenges ranging in a wide variety of aspects, therefore our work plan approach is reflected on a well-integrated design implementation process and stakeholder engagement process that responds on the importance of delivering high quality design on an aggressive schedule. Our approach responds to the complexities and uniqueness of the Shipyard project intended design and site conditions and acknowledging the importance to dedicate pertinent time for agency coordination and permit approvals as well as the challenge to have proper stakeholder engagement during the November and December months.

Our effort follows an iterative process on the assumption that the delivery method would be based on the procurement of a Construction Manager at Risk (CMAR) approach (as described in our project understanding and approach) in order to meet critical project milestones given the time schedule and develop an immediate, collaborative working relationship on behalf of the RDA and the City.

The work plan below describes an effort to document design intent to the CMAR while continuing to collaborate on final detailing during construction. This would allow to shorten the schedule significantly while the contractor commits to a Guaranteed Maximum Price (GMP) delivery. We understand that bidding may need to be a traditional competitively on a unit price bid basis and well detailed sets will need to be issued for design clarity and technical clarification. Therefore, there would be considerable effort by our design team to provide clarifications on design, material selections, and final detailing resolution on a time and material cost throughout the construction phase.

Our intent is to coordinate the project as three bid packages aligned with the scope items described in the RFQ:

1. Site Improvements (Environmental Work)
2. Public Improvements
3. Shipyard

Our work plan is described as follows:

PROJECT INITIATION
OCT 2018
(2 WEEEKS)

Project initiation serves as the kick-off for outlining goals, strategies, communication tools, and timeline of the planning process for the Shipyard Project. This phase is critical for the project to establish clear lines of communication, expected timeline milestones, budgets, etc. The subject of Railroad crossings to be discussed during this phase. Our experience dealing with Railroad agencies tells us that decisions and discussions regarding these issues tend to extend for long periods of time and challenging to deal with their typically timing approval process. We would need to confirm with the City and RDA clear expectations for permitting and approvals.

Among the tasks for this phase include:

- Kick-Off with Project Management Team (PMT) to identify full range of project stakeholders, government agency coordination, and define project goals and objectives
- Coordinate meetings anticipated for the entire project, including coordination with stakeholders, representatives of concurrent efforts and studies, and other necessary parties
- Discuss CMAR approach and begin the process of selecting the Construction Manager
- Discuss anticipated Implementation Schedule of the three bid packages and preliminary construction logistics
- Gather and assemble project background data (base mapping)
- Conduct a site visit and surrounding area with PMT. Confirm background information accuracy
- Conduct meeting with public agencies to review approval process
- Discuss Public Engagement approach. A preliminary Community Engagement Plan to be discussed for validation and verification

SITE IMPROVEMENTS - BID PACKAGE 1 OCT - DEC 2018 (10 WEEEKS)

The scope of work involved with Bid Package 1 focuses on Site improvements as general site work improvements in accordance with all applicable codes and ordinances, to prepare the site for the construction of buildings and other structures, as identified in the RFQ. Components on this package include: Site Fill, Environmental Remediation, and Stormwater Management (preliminary assessment). The work coordinates with the CMAR early on to initiate acceleration of the construction schedule through early start packages for remediation and environmental review activities such as excavation and cleanup prior to final design of the following bid packages.

Tasks listed but not limited to:

- Project Validation: Outline of the proposed site improvements work.
- Conduct one on ones and group meetings to engage with all levels of stakeholders specifically pertaining to items in the environmental and preliminary stormwater management work and permitting needs.
- PMT and public agency review.
- Refinement and development of overall site improvements work, site plan, diagrams, and supporting graphics as needed to communicate design intent for project phase components:
    - Refined narratives and depiction of work describing environmental and stormwater management components
    - Preliminary recommendations addressing impacts of the site improvements scope of work
    - Design and technical information for environmental, and stormwater management (preliminary stage), preliminary engineering, preliminary demolition extents, and other technical design issues
    - Review of the conceptual stormwater management system (and assumptions in the conceptual design), with the agency and/or applicable jurisdiction. Identification of potential new connections and/or modifications to the existing storm sewer system as needed based on the proposed design to be discussed
- Code review and refined anticipated Implementation Schedule and construction logistics.
- Conduct review meeting with project stakeholders, local agencies, and project consultants to review design direction and gather their input.
- Meet with the PMT to review the Bid package for review prior to conducting stakeholder and community open house.
- Conduct and prepare materials for an Open House meeting.
- Prepare bid package set:
    - Coordinated design drawings to include removal and disposal of all necessary earthen material unsuitable for construction purposes and importation of a sufficient amount of customary and typical earthen material, etc.
    - Prepare amendments to the environmental closure report in accordance with requirements of the Wisconsin Department
    - Inclusion of preliminary stormwater drawings detailing of preliminary stormwater management, preliminary grading for flooding for FEMA compliance,
    - Narratives and/or technical data depicting existing site utility issues and resolution and other components as they are being identified in the project progress
    - Prepare Technical Specifications and prepare Special Provisions sections needed to clarify scope
    - Help prepare bid form in coordination with the CMAR. Discussions of bidding as a unit price contract versus not stipulated sum to be coordinated

Meetings:

- Virtual weekly touchstone meetings with PMs
- Bi-weekly PMT meetings
- Site Visit
- One (1) Public Open House
- Three (3) Agency/Stakeholder/Concurrent Project Coordination meetings

PUBLIC IMPROVEMENTS - BID PACKAGE 2 DEC 2018 - MAY 2019 (6 MONTHS)

In coordination with the CMAR, the Design Team prepares 50% Design Development Documents for budgeting, 90% Review Bid Documents and 100% Bidding Documents including plan drawings and specifications, City's front end documents and construction cost estimates (coordinated with the CMAR) presented in a Project Manual format for the Public Improvements (as describe in the RFQ) and identified in our approach as bid package 2. Public Improvement elements include but not limited to: street extensions and connections, lighting, landscape, site amenities, bike accommodations, parking, Railroad crossings, etc.

Tasks include:

- Project Validation: Outline of the proposed public improvements work.
- Conduct one on ones and group meetings to engage with all levels of stakeholders specifically pertaining to items in the public improvements work and permitting needs.
- PMT and public agency review
- Refinement and development of overall public improvements work, site plan, diagrams, and supporting graphics as needed to communicate design intent for project phase components.
- Code review and refined anticipated Implementation schedule and construction logistics.
- Conduct review meeting with project stakeholders, local agencies, and project consultants to review design direction and gather their input.
- Meet with the PMT to review the Bid package at 50% progress stage for review prior to conducting stakeholder and community open house.
- Conduct and prepare materials for an Open House meeting.
- Prepare bid package set:
    - Coordinated design drawings from all disciplines at 50%, 90% and 100% to incorporate grading, site utility issues and resolution, material schedules, detailing of stormwater management systems, electrical systems, road and trail design components, wayfinding and traffic calming techniques, lighting, furnishing, and other features identified in the design
    - Design the stormwater management system includes modeling design to verify compliance with the City and WDNR standards
    - Review compliance with pertaining agencies or staff as necessary
    - Prepare Technical construction specifications, including manufacturers of materials and components
    - Prepare construction cost estimate (in coordination with CMAR)
    - Refine anticipated Implementation schedule and construction logistics
- Conduct meetings with the PMT review iteration progress.
- Meet with local agencies for regulatory approvals.
- Submit permit applications for review/approval.

Meetings:

- Virtual weekly touchstone meetings with PMs
- Bi-weekly PMT meetings
- One (1) Public Open House
- Four (4) Agency/Stakeholder/Concurrent Project Coordination meetings

SHIPYARD - BID PACKAGE 3 JAN 2019 - JUN 2019 (6 MONTHS)

In coordination with the CMAR, the Design Team prepares 50% Design Development Documents for budgeting and a 100% Bidding Documents including plan drawings and specifications, City's front end documents and construction cost estimates (coordinated with the CMAR) presented in a Project Manual format for the Shipyard components (as describe in the RFQ) and identified in our approach as bid package 3.

The Shipyard elements include but not limited to:

- A multi-purpose, multi-season Outdoor Events Center with an artificial turf field, scoreboard, lighting, grass berm seating, and related improvements for sporting events, concerts, festivals, and community events
- A permanent structure for restrooms, lockers, and/or concessions
- Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation
- A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip
- An urban beach, children's playground, splash pad and similar amenities
- A floating dock for transient boaters and an accessible kayak launch.

Tasks listed but not limited to:

- Project Validation: Outline of the proposed Shipyard work.
- Conduct one on ones and group meetings to engage with all levels of stakeholders specifically pertaining to permitting needs.
- PMT and public agency review.
    - Based on feedback, we prepare construction documents to include detailed iteration of drawings and specifications. Coordinated design drawings from all disciplines to be delivered at 50% and 100% stages of the design work to incorporate architectural, mechanical, electrical, structural, lighting, civil, environmental, as pertaining to other building, site utility, and shoreline issues and resolution. Submittals include material schedules, detailing, building and space requirements, mechanical systems, stormwater management systems, electrical systems, and other features identified in the design
    - Review compliance with pertaining agencies or staff as necessary
    - Prepare Technical construction specifications, including manufacturers of materials and components
    - In coordination with the CMAR, we prepare quantity takeoffs and estimate of probable construction cost
    - Perform modeling of the stormwater management system to demonstrate compliance with the City and WDNR standards
    - Permitting for preliminary site approvals by regulatory agencies to be submitted
    - Submit final bid documents to RDA and City for approval and for the bidding process
    - Coordinate with City staff regarding contract compliance items before the project or bid is advertised.

Meetings:

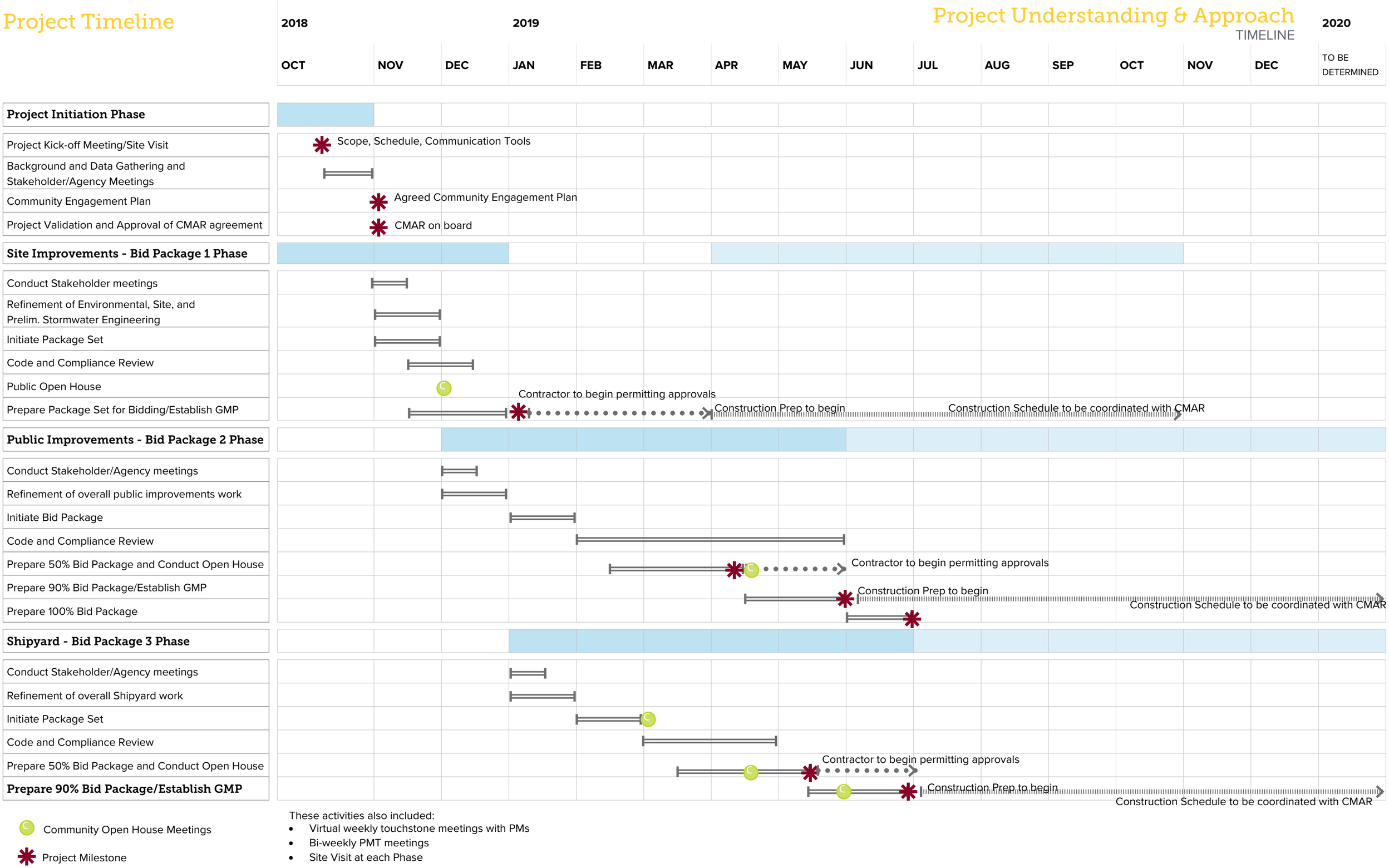
- Virtual weekly touchstone meetings with PMs
- Bi-weekly PMT meetings
- Site Visit
- Three (3) Public Open Houses at Initiation, Exploration of Concepts, and Preferred Direction Design Progress
- Five (5) Agency/Stakeholder/Concurrent Project Coordination meetings

Project Assumptions:

- Fees applicable for planning review permits are not part of this proposal and to be considered as an additional expense.
- Owner to be providing all background documentation including topographic surveys, soils reports, as-builts/record drawings (including existing stormwater background data) and/or other environmental documentation needed to prepare bid documents. We have staff and team services capable of providing such services and would be happy to submit a list of services and fees to conduct such tasks.
- We are open to any adjustments or further discussion to our scope and approach.
- Structural analysis of existing bulkhead does not include a diver. We would be happy to submit a fee to conduct such a task should a diver be needed to assess bulkhead structures.
- Services listed do not include Construction Administration (CA) Services or Bidding. We can provide Bidding and/or CA consulting as additional services. Per our design/build approach, continue to work on defining and detailing design during the construction phase of the project per typical design/build approach standards. We are open to any adjustments or further discussion to our scope and approach.
- Number of site visits and community meetings are included in our fee as described in our workplan. Additional meetings can be accommodated as necessary but to be expensed in addition to our fee established.

Project Timeline

Project Understanding & Approach
TIMELINE



Community Open House Meetings

Project Milestone

These activities also included:

- Virtual weekly touchstone meetings with PMs
- Bi-weekly PMT meetings
- Site Visit at each Phase

MINI JUNKYS
DELIVERY
Chinwendum
Summer Camp 2018
COLLEGE OF DESIGN

How we engage and communicate

We understand the critical task of working side by side with team members, staff, partner organizations, the community, and project committees throughout the project process and having proper coordination ensuring project goals have been met. Thoughtful communication and collaboration between City and RDA staff, community, stakeholders and the Design Team is critical to the success of the project. We are committed to serve as a creative venue in reaching final solutions that build consensus and help you realize your vision for the project.

The intended communication and collaboration encourages a highly participatory process from all interested parties and ensuring recreational, environmental, historical, and functional values are being addressed. As part of our approach we are proposing the following activities:

- Developing a Project Management Team (PMT) with City and RDA staff, and Design Team to establish critical communications and coordination efforts
- Site tour with the Project Management Team (PMT), and other necessary key stakeholders to review critical site and environmental issues
- On-going working meetings with the PMT and other stakeholders for coordination, feedback, and input Our approach to downtown and waterfront planning aims to produce plans that are both aspirational and achievable, relying on the fundamentals of good planning and urban design: Respect for local culture and needs, a people-centered approach to designing for public and private spaces; and a grounding in practical and implementable solutions and strategies.
- Strategic coordination with regulatory agencies to review and determine required approvals and timely schedule deadlines based on their review processes
- At least one public event for the community at large to have an opportunity to review project progress and provide input for bid package 1 and 2 and 3 community events for Bid package 3. These opportunities to engage with the community, stakeholders, and interested parties to listen to their concerns. We know that there would be particular aspects such as safety, public health, traffic, etc. that the community would be interested in understanding how they would be addressed and we can conduct public meetings in various ways other than the typical open house format to be more effective in conveying the proper message

A community-based approach

We understand that the best solutions come from working closely with local stakeholders who are our on-the-ground experts. A process that brings stakeholders along in the process, cultivates active participation, and develops local champions for the plan is more likely to have community acceptance and support in the long-run. In this sense, effective community engagement is a first and foundational step in implementing the plan.

Our community-based approach builds buy-in and momentum towards implementation through a process with multiple touch points to the community (e.g. advisory committees, public events and workshops, surveys, online and in-person communications). We work with our clients to craft a customized engagement strategy that is appropriate to the project and the budget, and provides stakeholders with key opportunities to listen, learn, and actively participate in creating the Plan.

Visionary, yet implementable

Our team has demonstrated success helping communities to develop plans that feature not only lofty visions, but also practical and achievable goals. We employ a variety of graphic and visualization techniques (maps, renderings, 3-D models) to illustrate our ideas and create a more tangible sense of how future improvements could look and feel over time. Our plans are user-friendly and visually-appealing, and can be tailored for multiple audiences and users.

We also leverage our team's technical knowledge to ground a project's vision with tools and strategies that can help to overcome critical challenges in implementation. Across the fields of planning, urban design, engineering, historic preservation, and development finance, our team has the ability to develop practical solutions to real-world problems.

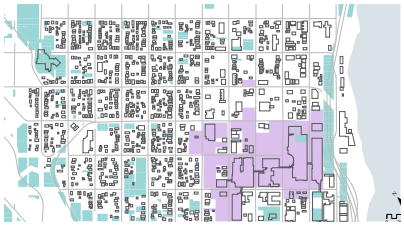
Local Knowledge We rely on community members to serve as our local experts, participating in exercises that help us identify strengths, weaknesses, and local dynamics, and to develop a common vision and goals.

Creative Engagement We employ a variety of creative engagement strategies suited to the needs of a project. Wood Block Models are one example that allows participants to explore the implications of various development options.

Project Engagement and Communication

How we engage and communicate

INPUT

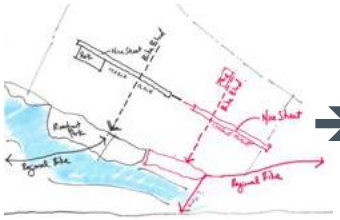


Regional to Site Analysis explores a wide variety of characteristics from the regional to the site scale, including natural systems, land use and ownership, zoning, transportation, and community amenities.

Public Knowledge & Input is a critical form of data. Community members participate in exercises that help us identify strengths, weaknesses, and local dynamics, and to develop the community's vision for the area.

Precedent Studies are one way to explore possible solutions. Images of existing places can help illustrate a local vision. Maps and diagrams explain how a particular example works and how it relates to the site.

PROCESS



Initial Sketch

Concept Plan

Illustrative Rendering of Overall Site

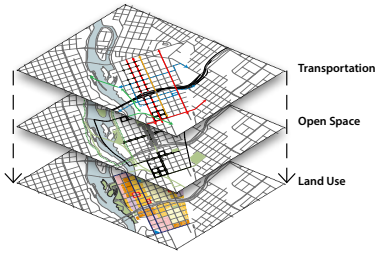
From General to Specific, from Big to Small

The design for a site is developed step by step with frequent stakeholder input. Ideas are first explored with rough sketches, taking on more detail as concepts are refined and vetted by the community. A concept plan, which provides an overall vision for the site, is expanded into a 3D model, allowing for further articulation of the urban space. The design is detailed both at a site-scale and at the block-level- and ultimately rendered as hand-drawn or digital illustration from a birds eye or street-level perspective.

Illustrative Rendering of Specific Area

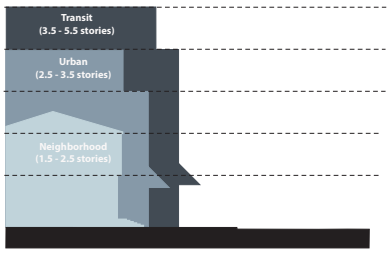
OUTPUT

Frameworks



Frameworks
Frameworks represent interrelated physical systems, such as Land Use, Open Space, and Transportation, that organize and define the physical environment. Frameworks serves as road maps to guide future development.

Explanatory Diagrams



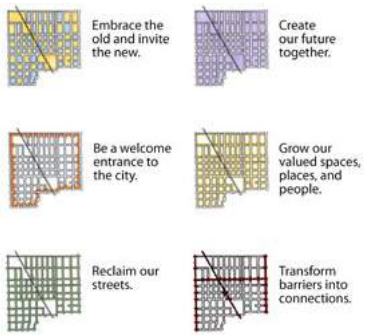
Diagrams
Diagrams explain complex systems and design recommendations with simplified imagery and labels. While explanatory text is often included, powerful and visually-appealing diagrams stand on their own.

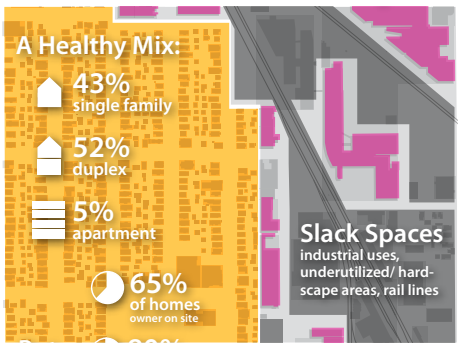
Character of Place

Illustrative Drawings
Digital and hand drawings illustrate the final vision for the site as it might be experienced from the ground. These images are very powerful for generating support for the Project and its future implementation.

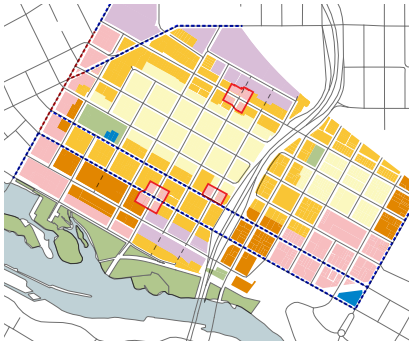
How we engage and communicate

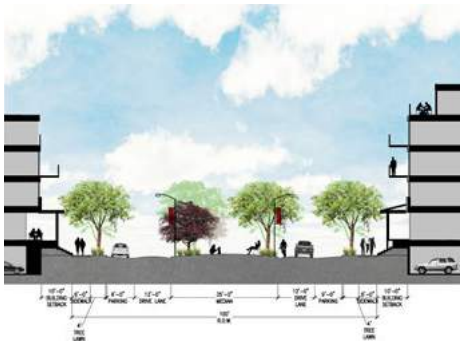
We communicate, as much as possible, through graphics and illustrations. Urban design plans have a wide audience. From the layperson to the mayor, the developer to the activist, plans have to communicate complex ideas, in simple and direct ways.





Diagrams and Infographics are an effective way to convey complex dynamics and approaches. While less detailed or technical, they express in simple terms, the larger ideas and issues around which a project can rally.





Technical Diagrams and Regulating Plans are designed to be both readable by the public, and technically and dimensionally accurate. The drawings convey detailed information, recommendations, and guidelines that can inform future development.

3D Modeling allows the team and client to explore in three dimensions, the scale and massing of future development. We model the full project area and specific sites to simulate how future development patterns impacts spatial relationships at various scales.

Character Images and Renderings can range from loose sketches that allow the mind's eye to fill in the gaps- to highly photorealistic rendering that create a more explicit sense of experience and place. The intent of these drawings is to bring the audience to a place they may have not imagined.

List of Deliverables

Cuningham Group embraces Virtual 3D modeling software, often referred to as BIM, and uses Revit® and Sketch Up, as well as a variety of other programs in all phases of the design process to support our collaborative team approach. The representations created by the software allow clients to more fully engage and react to the design process, facilitate decision-making, and enhance the likelihood that the final executed design be consistent with the client's vision for the Project. There are additional uses of the tool throughout the design and construction process that aide the success of a project. In addition to BIM software, our team also utilizes CAD software, as well as GIS technology software. Compatibility of electronic formats will be coordinate to ensure they align with expected applicable tools for submittal delivery. Below is the anticipated list of deliverables per phase:

PROJECT INITIATION PHASE:

- Illustrations and Presentation Graphics for meetings within scope of work
- Meeting agendas and minutes
- Project schedule, project directory, base map and background data (received from the client) track list, and regulatory agency material research
- Project kick-off and site visit materials
- Community Engagement Plan

SITE IMPROVEMENTS – BID PACKAGE 1 PHASE:

- Meeting agendas and minutes
- Color full size/small size format hard copies and digital files of presentation documentation for review and meeting presentations (including public meeting materials)
- Narratives and documents per
- Initial Bid package set for review in digital and hard copy format
- Hard copies and digital files of the completed bid package documents compiled into a Project Plan Manual with a set of technical drawings and specifications including:
    - Demo/removal Plans
    - Amendments to Environmental Closure report
    - FEMA compliance - preliminary stormwater management and preliminary grading, stormwater modeling
    - Technical specifications and special provisions and historical documentation
    - Coordinated estimate of probable cost list with CMAR (CMAR to prepare)

PUBLIC IMPROVEMENTS – BID PACKAGE 2 PHASE:

- Meeting agendas and minutes
- Color full size/small size format hard copies and digital files of presentation documentation for review and meeting presentations (including public meeting materials)
- Initial Bid package set for review in digital and hard copy format
- Hard copies and digital files of the 50%, 90% and 100% completed bid package documents compiled into a Project Plan Manual with a set of technical drawings and specifications of all pertaining disciplines including:
    - Demo plans (for items not included in Bid Package 1)
    - Site Plans
    - Paving Plans
    - Grading, Drainage, and Stormwater Management per code
    - Utility Plans
    - Electrical and Lighting Plans for Right of Way streetscape/road components
    - Pertaining Traffic and Signage Plans
    - Landscape and Site Amenities
    - Profiles and Details
- Coordinated estimate of probable cost list with CMAR for each package iteration (CMAR to prepare)

SHIPYARD – BID PACKAGE 3 PHASE:

- Meeting agendas and minutes
- Color full size/small size format hard copies and digital files of presentation documentation for review and meeting presentations (including public meeting materials)
- Initial Bid package set for review in digital and hard copy format
- Hard copies and digital files of the 50% and 90% completed bid package documents compiled into a Project Plan Manual with a set of technical drawings and specifications of all pertaining disciplines including:
    - Demo plans (for items not included in Bid Package 1 and/or 2)
    - Architectural Plans for restrooms, bleacher, and container structures
    - Site Plans
    - Paving Plans
    - Grading, Drainage, and Stormwater Management per code
    - Utility Plans
    - Landscape and Site Amenities including components for trail/path park, athletic, and splash pad components, etc.
    - Structural Plans (Building and Waterfront)
    - Mechanical Plans (Building and Waterfront)
    - Profiles and Details
- Coordinated estimate of probable cost list with CMAR for each package iteration (CMAR to prepare)

Proposed Fee Schedule

BASED ON WORK PLAN

BASIC SERVICES FEE	
Project Initiation Phase	$9,450
Site Improvements - Bid Package 1 Phase	$128,525
Public Improvements - Bid Package 2 Phase	$384,950
Shipyard - Bid Package 3 Phase	$772,520
Total Basic Services Fee	**$1,295,445**

Based on the work plan and our proposed project approach, we have allocated time and expense estimates per defined Phase. In our experience on projects such as this, as the construction budget increases, so does the complexity of the project. We are assuming fees will be negotiated at the proper time and possible adjustments may be necessary.

Our fees include all reimbursable expenses excluding:

- Fees applicable for planning review permits are not part of this proposal and will be considered as an additional expense.
- Owner will be providing all background documentation including topographic surveys, soils reports, as-builts/record drawings (including existing stormwater background data) and/or other environmental documentation needed to prepare bid documents. We have staff and team services capable of providing such services and would be happy to submit a list of services and fees to conduct such tasks.
- We are open to any adjustments or further discussion to our scope and approach.
- Structural analysis of existing bulkhead does not include a diver. We would be happy to submit a fee to conduct such a task should a diver be needed to assess bulkhead structures.
- Services listed do not include Construction Administration (CA) Services or Bidding. We can provide Bidding and/or CA consulting as additional services. We will per our design/build approach, continue to work on defining and detailing design during the construction phase of the project per typical design/build approach standards. We are open to any adjustments or further discussion to our scope and approach.
- Number of site visits and community meetings are included in our fee as described in our workplan. Additional meetings can be accommodated as necessary but will be expensed in addition to our fee established.

As always, we are open to further discussions regarding our proposed work plan approach and are open to refining work tasks and fees as needed.

APPENDIX

Resumes

Jeffrey Schoeneck, NCARB, AIA, LEED AP®

Principal-in-Charge | Cuningham Group

Education
Bachelor of Architecture,
North Dakota State University

Bachelor of Science,
Environmental Design
North Dakota State University

Registration
Licensed Architect: Colorado, Minnesota, Iowa, Missouri, Oklahoma, Wisconsin, Nebraska, Nevada, North Dakota, Illinois, Michigan

As Principal-in-Charge, Jeffrey's leadership is extremely important to our clients. His strategy and focused approach guides internal and consultant teams toward the desired goals, outcomes and aspirations of each client opportunity. Team-building is his passion which is key in recognizing the best ideas and practices required for solving complex challenges present in the world today.

Through his years of experience, Jeffrey celebrates a pattern of success for clients and their projects which reaches across many environments including corporate, health care, housing, industrial, education, retail, resort/hospitality and master planning projects. Each of these practice areas are instrumental and informative for his current leadership and practice, and very beneficial in adding perspective to every project he is involved with.

Jeffrey offers a practical view of trends and opportunities that help clients to differentiate in competitive markets through his support of team efforts and projects in our Denver, Minneapolis, Phoenix and Los Angeles offices.

Select Project Experience

Regatta-Wayzata Bay Residence and Commercial, Wayzata, Minnesota
Target North Campus Master Plan, Brooklyn Park, Minnesota
Union at Berkley Riverfront Park, Kansas City, Missouri
333 Hennepin, Minneapolis, Minnesota
TCF Bank Brand Alignment
The Landing Mixed-Use Development, Wayzata, Minnesota
Millennium / Colorado Station, Denver, Colorado
Hawthorne EcoVillage Master Plan and Phase III, Minneapolis, Minnesota*
Jackson Artist Center – Affordable Artist Housing, Minneapolis, Minnesota*
The Exchange/Oaks at Glen Lake Mixed-Use Development, Minnetonka, Minnesota*
The Mist on Lake Minnetonka Mixed-Use Development, Spring Park, Minnesota
Stapleton Northfield, Affordable Housing, Denver, Colorado
1600 South Broadway, Denver, Colorado
Bassetts Creek/North Loop Master Plan, Minneapolis, Minnesota
City of Worthington Design Guidelines, Worthington, Minnesota

** Project experience obtained prior to joining Cuningham Group*

Ana Nelson, ASLA, PLA

Landscape Architect Lead/Public Realm and Park Design | Cuningham Group

Education
Masters in Landscape Architecture, University of Minnesota

Bachelor of Architecture, I.T.E.S.M. Campus Sonora Norte, Mexico

Registrations
Licensed Landscape Architect in the State of Minnesota

Affiliations
Member, American Society of Landscape Architects

Ana joins Cuningham Group from Perkins + Will, Inc., where she served as Lead Landscape Architect and Project Manager. With over 18 years of experience, she has successfully led a diversified spectrum of urban design and park projects ranging from small-scale site design to large-scale planning efforts. As a Senior Landscape Architect, Ana works directly with the project team and client to create engaging, sustainable and livable environments. Her commitment to an inclusive and collaborative approach, including active public participation, is key to the successful implementation of many projects.

Select Project Experience

Andrews Park Master Plan and Implementation, Champlin, Minnesota*
Bell Natural History Museum + Planetarium, Saint Paul, Minnesota*
Benson Park Master Plan, North Mankato, Minnesota*
Boulder Lake Environmental Learning Center, Duluth, Minnesota*
Cascade Lake Master Plan, Rochester, Minnesota*
Cloquet Island Scenic Overlook, Dayton, Minnesota*
Cross City Trail and Wayfinding Plan, Duluth, Minnesota*
Enger Tower Park Master Plan, Duluth, Minnesota*
Gateway to Indiana Dunes Beach Trail and Wayfinding Plan, Porter, Indiana*
Huber Park Master Plan and Implementation, Shakopee, Minnesota*
I-35W Lake Avenue/Greenway trail access, Minneapolis, Minnesota*
Lakes at Lyndale Connectivity Plan, Richfield, Minnesota*
Minneapolis Public Realm Framework Analysis, Minneapolis, Minnesota*
Metropolitan Council Kenilworth Trail Corridor Landscape Design, Minneapolis, Minnesota*
Minneapolis Parks & Recreation Board:
- Bde Maka Ska/Lake Harriet Master Plan*
- Levin Triangle Park Improvements*
- Park Siding Park Improvements*
- East of the River Service Area Master Plan*
Dakota County:
- Mississippi River Regional Trail, Spring Lake Park Reserve Trail Segment*
- North Creek Greenway and Minnesota River Greenway Master Plans*
Riverside Park Improvements, Saint Cloud, Minnesota*
Saint Anthony Falls Interpretive Plan, Minneapolis, Minnesota*
Target Field Station, Minneapolis, Minnesota*
Wolf Lake Regional Park, Hammond, Indiana*

** Project experience obtained prior to joining Cuningham Group*

Andrew Dresdner, AICP

Project Advisor | Cuningham Group

Education

Master of Architecture and Master of Urban Planning, University of Wisconsin, Milwaukee

Bachelor of Arts, Macalester College, Saint Paul, Minnesota

Andrew Dresdner has more than 10 years of experience in urban design and urban planning in which he has worked extensively with both private and public clients. Andrew is committed to creating mixed-use communities with lasting value and enduring beauty. His focus has been to use the design process in a public forum to collaboratively solve urban and neighborhood problems. Andrew is particularly skilled at managing diverse viewpoints to create solutions that add value to both public and private interests.

Prior to joining Cuningham Group Andrew worked at Urban Design Associates as Studio Director, responsible for design direction and financial performance of two urban design teams; of leading large, interdisciplinary teams and sub-consultants through complex and high-profile urban design projects for both private and public clients; and for maintaining client relations through delivery of quality products.

Select Project Experience

Shipyard Concept Plan, Green Bay, Wisconsin
Robert Street Corridor and Downtown Plan, West Saint Paul, Minnesota
Oxford Street Corridor Plan, Worthington, Minnesota
GrandView District Development Framework, Edina, Minnesota
McCaslin Corridor Plan, Louisville, Colorado
South Boulder Road Corridor Plan, Louisville, Colorado
Fiesta District Redevelopment Plan, Mesa, Arizona
Dodd / Smith Road Small Area Plan, West Saint Paul, Minnesota
Hopkins Comprehensive Plan Update, Hopkins, Minnesota
City of Monticello Small Area Plan, Monticello, Minnesota
Chippewa Falls Downtown Riverfront Plan, Chippewa Falls, Wisconsin
Louisville Urban Design Services, Louisville, Colorado
Chaplain Schmitt Island Master Plan - Dubuque, Iowa
Dubuque Millwork District Master Plan, Dubuque, Iowa
Lowertown District Master Plan, Saint Paul, Minnesota
Shingle Creek Master Plan, Brooklyn Park, Minnesota
Stoughton Road Corridor Plan, Madison, Wisconsin
Zoning Ordinance Rewrite, Madison, Wisconsin
Greenbush/Vilas, Meriter Hospital and Saint Marys Housing Plan, Madison, Wisconsin
Boulder Junction Special Design Area, Boulder, Colorado
Nashua Downtown Master Plan, Nashua, New Hampshire*
Hampton Downtown Master Plan, Hampton, Virginia*
Pensacola Historic District Master Plan, Pensacola, Florida*
Askarban Master Plan, Omaha, Nebraska*
New College Master Plan, Martinsville, Virginia*
Midland, PA Master Plan, Midland, Pennsylvania*

** Project experience obtained prior to joining Cuningham Group*

Craig St. Clair, AIA, NCARB, LEED AP®

Project Manager | Cuningham Group

Project Role
Senior Project Manager

Registration
Licensed Architect in Minnesota (no. 48876)

Professional Affiliations
Member, American Institute of Architects

Certificate Holder, National Council of Architectural Registration Boards

LEED AP®

Education
Bachelor of Architecture, Syracuse University

Craig is a registered architect with more than 16 years of experience working on a variety of project types from mixed-use, office, and multi-family residential to themed restaurant and retail destinations. He has been responsible for all phases of design and construction documentation and applies strong technical knowledge to each project on which he works.

While a member of Cuningham Group, Craig has been responsible for the creation of design details, coordination of consulting engineers, and the skillful preparation and coordination of construction documents. He has a keen understanding of construction and the construction process, which leads to strong construction documents. Throughout the process he nurtures trusting relationships between clients and consultants.

Craig brings to teams creative problem solving and an understanding of how buildings and their systems fit and function together. This knowledge has proven especially important to his role on the team responsible for remodeling Rainforest Cafe at Walt Disney World®—a project featuring a live action volcano attraction as part of the building's facade.

Select Project Experience

The BOATHOUSE® at Disney Springs® – Walt Disney World® Resort, Lake Buena Vista, Florida
Rainforest Cafe Remodeling at Walt Disney World® Resort, Lake Buena Vista, Florida
Southtown Study, Bloomington, Minnesota
Walt Disney World Animal Kingdom New Attraction, Orlando, Florida
- African Village Quick Serve Restaurant
- African Village Retail Expansion

Ling & Louie's Asian Bar and Grill, Minneapolis, Minnesota
Medieval Times Restaurant, Phoenix, Arizona
Jack Link's Wildside at Target Center, Minneapolis, Minnesota
Nolo's Kitchen & Bar, Minneapolis, Minnesota
The Palazzo – VIP Arrival Zone, Las Vegas, Nevada
Galleria, Shops of Distinction – Expansion Project, Edina, Minnesota
The Oceanaire Seafood Room, Minneapolis, Minnesota
Rainforest Cafe Renovation, Nashville, Tennessee
Galactic Pizza, Minneapolis, Minnesota
Gust-o Blow Dry Bar, Minneapolis, Minnesota
Regis Salon at Mall of America, Bloomington, Minnesota
Microsoft Technology Center, Edina, Minnesota*

** Project experience obtained prior to joining Cuningham Group.*

David B. Hyde, AIA

Principal, Design Leader

Education
Bachelor of Architecture, University of Minnesota

Registrations
Licensed Architect in Minnesota (no. 45644)

Professional Affiliations
Member, American Institute of Architects

Member, ULI Minnesota

Member, Council on Tall Buildings and Urban Habitat (CTBUH)

David is a Principal and design leader for Cuningham Group's entertainment, destination, and leisure projects. His more than 25 years working nationally and internationally includes iconic efforts and broad experience ranging from small, complex additions and remodelings to the conceptualization and planning of large destination resorts. His design leadership and mentoring have been influential in helping the firm innovate across a variety of market types and consistently appear on top industry rankings.

Committing to Cuningham Group's Every Building Tells a Story® approach, he strives to bring about one-of-a-kind solutions and design facilities that reflect the unique vision, culture, and character of each property and owner. This 'storytelling through design' approach is the lens through which David has led the design of many of Cuningham Group's award-winning projects. Many of Cuningham Group projects embrace the power of metaphors to create meaningful designs.

Select Project Experience

Harrah's Cherokee Valley River Casino & Hotel, Murphy, North Carolina
Harrah's Cherokee Casino Resort Expansion and Renovation, Cherokee, North Carolina
Margaritaville Casino & Restaurant, Biloxi, Mississippi
Margaritaville Resort Casino, Bossier City, Louisiana
Durango Station Casino Resort, Las Vegas, Nevada
Atlantic City Hotel & Casino Comprehensive Renovation Project, Atlantic City, New Jersey
River Spirit Casino, Tulsa, Oklahoma
Mohawk Mountain Casino Resort and Master Plan, Monticello, New York
Isleta Casino & Resort – Hotel/Convention Center, Albuquerque, New Mexico
Creek Tower at Harrah's Cherokee Casino, Cherokee, North Carolina
Dubuque Convention Center and Master Plan, Dubuque, Iowa*
Mason City Convention Center Master Plan Study, Mason City, Iowa*
Pusan Convention Center and Exhibition Hall, Pusan, Korea*
Changwon Convention Center, Changwon, Korea*
Falls Hotel at Mystic Springs Destination Resort, Zhuhai, People's Republic of China
Royal Country Club, Taiwan
All Net Arena & Resort, Las Vegas, Nevada
Alpensia Resort, Gangwon-do, Republic of Korea (Home of 2018 Winter Olympics)
Mystic Springs Resort, Zhuhai, People's Republic of China
Qetaifan Island Development Mixed-use Entertainment Development
Incheon Port International Terminal – Water City, Incheon, Republic of Korea
Loong Gate Resort, Loongmen Mountain, Hainan, People's Republic of China
HaeUnDae Beach Resort, Busan, Republic of Korea
Sinan Islands Resort, Sinan-Gun, Republic of Korea
Nanjing Dile World, Nanjing, People's Republic of China
UiJungBu Urban Destination, UniJungBu City, Republic of Korea
Luna Mare Mixed-use Development, Doha, Qatar

** Project experience obtained prior to joining Cuningham Group*

Frank Fitzgerald, PLA, ASLA

Landscape Architect | Cuningham Group

Frank Fitzgerald brings to Cuningham Group skills in site and planting design, detailed design, and urban planning. His prior professional experience includes several years as a Research Fellow at the University of Minnesota's Design Center for American Urban Landscape. At the Design Center, his work focused on incorporating the green infrastructure into the urban environment at a variety of scales. Frank's work at Cuningham Group bridges this previous work in urban design with several years of residential and garden design experience as well as a life-long interest in plants.

Education

Master of Landscape Architecture, University of Minnesota

Bachelor of Arts, Biology, Moorhead State University

Affiliations

Member, American Society of Landscape Architects

Lob Pine Award Recipient 2016, American Society of Landscape Architects

References

Michelle Furrer
Director/Campus Manager
Como Park Zoo and Conservatory
Tel: 651-207-0333
Email: michelle.furrer@ci.stpaul.mn.us

Colleen Carey, President
Cornerstone Group
Tel: 952-484-6857
Email: ccarey@tcgmn.com

Select Project Experience

Lyndale Gardens Redevelopment, Richfield, Minnesota
Como Park Japanese Gardens Experience, Saint Paul, Minnesota
Epic Systems, Campus Planning, Verona, Wisconsin
Epic Systems, Campus 4 & 5 Master Planning, Verona, Wisconsin
Epic Farm Campus, Verona, Wisconsin
Great River Energy Headquarters, Maple Grove, Minnesota*
Minneapolis Community and Technical College Health Sciences Renovation Entry Courtyard, Minneapolis, Minnesota*
Como Park: New Bonsai Exhibits and Japanese Garden Improvements, Saint Paul, Minnesota*
Bassett Creek Channel and Habitat Improvement, Minneapolis, Minnesota*
Frans/Sigel Residence, Minneapolis, Minnesota*
Kesselring Residence, Fargo, North Dakota*
Brekken Residence, Cannon Falls, Minnesota*
City of Blaine: Northeast Area Plan Amendment, Blaine, Minnesota*
East Grand Forks Master Plan, East Grand Forks, Minnesota*
Nicollet Avenue Urban Design and Transportation Plan, Minneapolis, Minnesota*
Community Parkways Report, Twin Cities*

**Project experience at CLOSE Landscape Architecture and University of Minnesota prior to joining*

Patrick Skalecki, PE, CDt, LEED AP®

Senior Civil Engineer | Graef

Education
B.S., Civil Engineering, University of Wisconsin-Platteville

Registrations
Professional Engineer – WI, IL, IN, IA, MI, MN, ID

Certifications
Construction Specifications Institute – Construction Document Technologist

LEED Accredited Professional

Over the past 25 years in the engineering industry, Pat has developed extensive knowledge along with technical and managerial skills in public infrastructure and site engineering. He has been involved in projects from idea to grand openings. This depth of knowledge and experience helps clients evaluate project scope and budget early on in the process. He is skilled in public presentation and delivery needed to build consensus among stakeholders. During design, he uses his abilities in hydraulic modeling, hydrologic studies, municipal utility design, stormwater management and system design, roadway design, complete site development, parking lot design and associated construction engineering to realize the vision of the clients into a successful project.

Select Project Experience

Little Lake Butte des Morts Park Properties Projects, Neenah, Wisconsin
Project Manager for multiple park projects along Little Lake Butte des Morts near downtown Neenah. All sites were blighted with hazardous material, capping, and significant WDNR coordination and permitting. Work included multi-modal trails, boardwalk bridges, pavilion, kayak launch, benches and seating, observation areas, lighting, parking, utility extensions, stormwater management, landscaping, invasive species plant management, railroad coordination, permitting and agency coordination, and hazardous waste management. Projects included:

- Herb & Dolly Smith Park: Highlights of the park include a shelter with restrooms and open-air picnic space, walking paths with wildlife viewing areas, a canoe and kayak launch, multi-modal path and boardwalk.
- Neenah Park Site #1: Elements include a multi-modal trail with lighting, at-grade railroad crossing, parking lot with lighting, open turf area, berm for capped excess waste materials, and natural prairie plantings
- Neenah Park Site #2 (Arrowhead Park): Master planning and detail design plans for a multi-modal trail with bollard lighting along Little Lake Butte des Morts. The site is brownfield waste landfill with capped waste from the nearby former paper mill.
- Gateway Plaza Park: Planning and design for this centerpiece of the revitalized west end of downtown Neenah. Included railroad pedestrian crossing, pavers, seating area, and planting areas all constructed on part of a capped former paper mill site.
- Loop the Lake Boardwalk Bridges: Full design, bidding, and construction management of two (2) separate boardwalk bridges, each over 700 ft long with a covered canopy, fishing bumpout, gateway arches, and parking areas.

Village of Howard Roadway/Utility Projects, Howard, Wisconsin
As part of GRAEF's Master Services Contract with the Village, we have completed nearly 50 projects in the past 10 years including new road and utility construction, site development with parking, bridges, street and site lighting, and stormwater management. Projects include:

- Spencer's Crossing Subdivision • Belle Plane Hollow Subdivision
- Century Estates Subdivision • Village Center/Howard Commons
- CTH CB/Cardinal Lane Roundabout • Glendale Avenue Reconstruction
- Vincent Road Reconstruction • Evergreen Avenue Bridge

Joseph Pepitone, Jr., PLA, LEED AP®

Athletic Fields Expert | Graef

Education
B.S., Landscape Architecture, University of Wisconsin-Madison

Registrations
Registered Landscape Architect – CA, MN, WI

CLARB National Certifi cation

Certifications
LEED® Accredited Professional

Joe is a licensed landscape architect who brings 30 years of professional experience in project management expertise, landscape architectural design and planning and GRAEF and has won numerous design awards for his work. Joe has been involved in master planning and design for recreational facilities for municipalities, private educational campuses of all sizes. His expertise includes master planning and design for all competition levels of Track and Field, Football, Soccer, Baseball, Field Hockey and La crosse. In addition, he has over 15 years of synthetic turf field design and engineering experience including IAAF, NCAA Division 1 thru Division III athletic facilities and High School. His thorough knowledge of all aspects of site development allow him to provide complete and thorough documentation which includes site planning, detailed design, landscape design and details, planting design, construction documentation, specifications and on-site construction administration.

Select Project Experience

Milwaukee School of Engineering Parking Structure & Turf Field, Milwaukee, Wisconsin
GRAEF provided consulting services to the architect for the unique design and placement of the synthetic turf system on the top level of the structure. The design and engineering incorporated a waterproofing system, membrane and horizontal drainage system to allow the synthetic turf to be installed while minimizing additional weight requirements for the structure.

Breese Stevens Field Turf Replacement, Madison, Wisconsin
Provided consulting services for selection of synthetic turf product, design and construction administration for the installation of an artificial turf soccer field at an existing historic stadium located in Madison, WI. This venue not only provides a full size playing field for soccer, football and La Crosse but also accommodates over 300 non-athletic events annually including concerts, local festivities, art festivals, etc.

Hart Park Athletic Field, Wauwatosa, Wisconsin
GRAEF designed the complete renovation of the athletic complex. Improvements include the replacement of eight tennis courts, reconstruction of the existing six lane track with an eight-lane track and associated field event areas, the replacement of the natural grass football field with a synthetic turf multi-sport field, bleachers for 5,000 spectators with a new press box, new sports lighting, and water main and storm sewer infrastructure improvements. The design team successfully met a condensed schedule with the study, design, and construction completed in less than 12 months for the start of fall football.

Wisconsin Lutheran College Athletic Complex, Wauwatosa, Wisconsin
This project consisted of a $7 million-dollar premier Division III college outdoor athletic facility. Provided master planning through construction administration services The site presented many challenges for athletic field development including a 28’-0” grade change from one end to the other as well as several environmental remediation issues. Site amenities include a decorative fenced perimeter, gated entryways with brick and stone pilasters, a brick and stone scoreboard monument, parklike landscaping with use of native species along with decorative landscape retaining walls. It has become one of the premier outdoor athletic venues in the Milwaukee metropolitan area.

Jeffrey Rosner, PE

Structural Engineer | Graef

Education
M.S., Structural Engineering, Marquette University

B.S., Civil Engineering, Marquette University

Registrations
Professional Engineer – WI

Certifications
LEED Accredited Professional

Jeff has an outstanding record of completing a variety of consulting engineering projects. His structural project experience includes the design of new buildings, building additions, and evaluation and repair of existing buildings. Jeff's experience has encompassed a wide range of commercial building designs including numerous educational facilities, retail facilities, recreational facilities, office buildings, and water park/pool facilities. He has also been responsible for inspection of a number of large structures, including interstate bridges in southeastern Wisconsin.

Select Project Experience

CityDeck, City of Green Bay, Wisconsin
This project was designed by the landscape architect as an active urban boardwalk directly along the river's edge spanning 4 city blocks. Structural engineering was performed for multiple over-the-water structures as well as the boardwalk and unique bench structures. The structures were designed to not impact the existing sheet pile wall that was at capacity. The project presented multiple challenges from various loading conditions/applications imposed on the structures as a result of the river to meeting aesthetic qualities set by the landscape architect.

De Pere Riverwalk, City of De Pere, Wisconsin
This project incorporates many structures (fixed bridge, lift bridge, and elevated boardwalk) to allow the public access to the locks in De Pere, a fishing platform for access out into the river, and a wildlife viewing pier built upon the foundations of the previous Claude Allouez Bridge providing the perfect view of the surrounding area.

Menasha Trestle Trail Conversion, Menasha, Wisconsin
Conversion of an existing railroad trestle over Little Lake Butte Des Morts. The existing 1,500-foot trestle was widened to accommodate a 12 foot wide pedestrian/bike trail. A pavilion and fishing piers were also added to the trail. An additional 1100-foot boardwalk was added along the adjacent railroad grade. The entire supported surface was decked with a composite decking. At the South East end of the trail a lift bridge was designed to span over the channel of the locks.

Herb & Dolly Smith Park, City of Neenah, Wisconsin
This project included a 390 foot long timber boardwalk across Little Lake Butte des Morts at the mouth of the Neenah Slough and a 60 foot long timber boardwalk ravine crossing. The boardwalks were part of the bicycle and pedestrian path connecting the Menasha Trestle Trail to the heart of the downtown Neenah. The boardwalks are timber framed structures with composite decking supported on timber piles.

Fox River "Loop the Lake" bridge crossings, Neenah/Menasha, Wisconsin
Engineer: The "Loop the Lake" project consists of a 768 foot boardwalk for Neenah and a 716 foot boardwalk for Menasha both spanning over inlets into Little Lake Butte Des Morts. The project completes a trail loop between the two cities. The boardwalks structures consist of composite decking supported by timber framing on steel girders. The girders are supported by cast in place pile bents designed to resist potential ice loads.

Ryan Van Camp, PE, CFM, CPESC

Water Resource Engineer | Graef

Education
M.S., Civil Engineering, University of Wisconsin-Milwaukee

B.S., Civil Engineering, University of Wisconsin-Milwaukee

Registrations
Professional Engineer – WI, ND

Certifications
Certified Floodplain Manager (CFM)

Certified Professional in Erosion and Sediment Control (CPESC)

Ryan brings extensive experience in civil and water resources engineering and management, with an emphasis on evaluation of hydrologic and hydraulic systems affected by development and rehabilitation to civil design projects at GRAEF. Ryan has prepared flood study reports and stormwater management plans, conducted design review services, completed civil and site designs, and managed waterway and wetland permitting. His projects have incorporated LEED design enhancements and the submittal process and procedures to document the achieved credits.

Select Project Experience

Julius Drive Reconstruction, Town of Greenville, Wisconsin
Town Road Improvement Discretionary (TRID) Program funded project for the reconstruction of Julius Drive from Spring Road to School Road including replacement of approximately one mile of road with widened vehicle travel lanes and 5-foot paved bike lanes to allow safer conditions for vehicle and pedestrian use. Key design elements were property acquisition, utility coordination, and wetland permitting. Design considerations included improved drainage along a corridor experiencing seasonal flooding and standing water. [Completed with another firm.]

Fox River Water Transmission Line Crossing, Appleton, Wisconsin
Two associated water transmission lines crossing the Fox River in the City of Appleton along Lawe Street (20 in. diameter) and from Veteran's Park to near Lutz Park (16 in. diameter). Ryan provided project design for preparation of plans and specifications associated with a combined 5,000 foot of river crossing using directional boring methods, traditional open cut excavation, a short jack and bore across Canadian National Rail right-of-way property, and coffer dams with shallow trenching across power and navigational canals. [Completed with another firm.]

Swanke Road & Beech Street (CTH M) Reconstruction, Tigerton, Wisconsin
CDBG funded project for the reconstruction of CTH M (Swanke Street) from High St. to Cedar St. including replacement of approximately 3,100 lin. Feet of road, 3,069 feet of sanitary sewer and 1,987 feet of 8 inches. water main; construction of new 6,100 feet of curb and gutter, 1273 feet of storm sewer, and approximately 3,986 feet of concrete sidewalk. Key design elements were shallow bedrock and wetland permitting. The urban roadway reconstruction was necessary for continued industrial and commercial growth. Design requirements included Community Block Grant funding through WisDOA, sanitary sewer main and forcemain, water main and stormwater drainage features. [Completed with another firm.]

Interplant and Industrial Force Main Fitting Repair Projects, Green Bay Metropolitan Sewerage District (NEW Water), Brown County, Wisconsin
Ryan assisted in managing the project team for the design of a solution to the corrosion problems and resolve these issues at certain fittings and connections located along the Industrial Forcemain (approx. 3.5 miles), from Fox River Fiber Co. (De Pere) to the De Pere Wasterwater Treatment Facility (WTF), and the Interplant Forcemain (approx. 6.5 miles), from the De Pere WTF to the Green Bay WTF. Extensive coordination was necessary with Wisconsin Dept. of Transportation, Wisconsin Dept. of Natural Resources, Canadian National Railway, local municipalities, and Brown County.

Jason Gerke, PE, LEED AP® BD+C, CxA

Lead Mechanical Engineer | Graef

Education
B.S., Architectural Engineering – Building Environmental Systems Design, Milwaukee School of Engineering

Registrations
Professional Engineer – AL, AZ, CA, FL, IA, IL, IN, KY, MI, MN, MO, MS, NH, NJ, OH, OK, OR, PA, TN, TX, VA, WI

Certifications
LEED® AP BD+C Certified
Certified Commissioning Authority, AABC

Jason has experience in HVAC and plumbing design for commercial, entertainment, industrial and educational facilities. He focuses on energy use in buildings related to mechanical, electrical and plumbing systems along with associated utility. He has completed heating, ventilating, and air conditioning designs for retail stores, elementary/middle/high schools, universities, office buildings and warehouses. He has also completed ventilation design, utility design and energy analysis for industrial facilities. In addition, his work experience includes aquatic facilities, residential complexes, hotels and entertainment facilities.

Select Project Experience

Milwaukee Public School South High School Stadium, Milwaukee, Wisconsin
Design services for the redevelopment of South Stadium. Includes a new synthetic turf field for soccer and football, new concession, bathrooms, locker rooms, coaches and referee rooms, storage, scoreboard, lighting, entry gateway and fencing.

Bayshore Town Center, Milwaukee, Wisconsin
Managed mechanical and plumbing plans for redevelopment and expansion of existing enclosed mall into a city center of retail, office, entertainment and living complex. Design work for this project involved plumbing and mechanical design for new mixed use buildings ranging from one to six stories. One portion of this project was the design of a 615,000-square-foot, six-story building with first floor retail and restaurants, two levels of parking garage and three levels of luxury apartments. Another portion of the project involved design for underground grease traps to serve restaurant spaces throughout the site. Project design scope also included drawing review for all tenant build-outs and verification that tenant designs adhered to landlord requirements.

Corinthian Colleges Inc.
Mechanical system design for five 40,000-square-foot technical schools and renovation in over 30 existing campus locations. New school locations include renovation of existing buildings, ranging from existing retail, warehouse and office space, to meet space usage requirements of technical school programs. Existing school renovations include renovation and upgrades to existing classrooms, teaching labs and office spaces. Typical designs include HVAC and electrical training shops, dental labs and massage therapy training spaces.

Beloit College Science Center Site Infrastructure, Beloit, Wisconsin
A new, four-story, 117,000-square-foot Center for the Sciences, which houses 10 of the college's departments and programs. The state-of-the-art building includes numerous "green" features using significantly fewer resources in its day-to-day operations than older buildings of comparable size. The center achieved LEED Certification from the U.S. Green Building Council. Electrical services included design for roadway, sidewalk and general decorative area lighting for the 50-acre college campus. Engineers also designed modifications to campus's medium voltage power distribution loop to feed the science building. Calculations and paperwork were filed to obtain LEED exterior lighting credit.

Robert Jeffers, PE, LEED AP®

Lead Electrical Engineer | Graef

Education
B.S., Architectural Studies, University of Wisconsin Milwaukee

Registrations
Professional Engineer – WI

Certifications
LEED® Accredited

With over 30 years of experience as an Electrical Consulting Engineer, Bob has a broad range of experience with clients, different building types, and varied electrical systems. He has significant experience as project manager of multi-disciplined projects and project engineering functions for design of electrical and lighting systems, including establishing project budgets, completing calculations, selecting equipment, preparing specifications and designing low and medium electrical distribution systems, stand-by emergency generation and fire alarm systems for commercial, institutional, laboratory and sports projects. Bob is the Electrical Practice Area Leader bringing a plethora of knowledge, expertise and experience.

Select Project Experience

Drexel Town Square, Oak Creek, Wisconsin
The lighting design for the large 85-acre redevelopment on the former on the former industrial Delphi site. Drexel Town Square will serve as Oak Creek's new town center and a focal point for economic activity, environmental practices, and social stimulation.

Racine Festival Grounds, Racine, Wisconsin
Led the electrical design for a development in Racine's waterfront harbor area created as a community gathering space and visitor destination. Site features included an outdoor ice skating rink, outdoor sound systems, site lighting, a marina, and an indoor multi-purpose festival hall used for community events, art shows, and other gatherings.

Riverside Avenue, Marinette, Wisconsin
The lighting design associated with improvements to Riverside Avenue. The project included selection of light fixtures, poles, and bases to accommodate the needs of both the City and the residents. The project also included the completion of photometric calculations to verify the light fixtures provided adequate foot candle levels according to the IES (Illuminating Engineering Society) handbook. Additionally, voltage drop calculations were completed to ensure the proper sizing of electrical equipment and wiring was used.

Janesville Road Streetscapes, Moorland Road to College Avenue, City of Muskego, Wisconsin
Street lighting design for approximately one mile of roadway through Muskego's central business district. Provided community visioning services in order to develop a new "Contemporary Lake Community" identity for Muskego.

92nd Street Plaza, West Allis, Wisconsin
The lighting design for the redevelopment of the southeast corner of S. 92nd Street and W. National Avenue. The plaza integrates quality landscape amenities and aesthetic lighting to create a sense of place and includes interactive design amenities that engage the users of the plaza.

Appleton Parks Lighting Upgrades, Appleton, Wisconsin
The creation of a lighting design prototype for all City of Appleton Parks and applying the prototype to two parks as part of Phase I.

Ed Freer, RLA

Senior Landscape Architect/Urban Designer and Waterfront Specialist | SEH

Education
Bachelor of Liberal Arts
Landscape Architecture
State University of New York-Syracuse University

Bachelor of Science
Environmental Science,
State University of New York-Syracuse University

Registrations
Landscape Architect in WI

Over the course of his decades-long professional career, Ed has built a significant and award-winning portfolio in urban waterfront design and community-based planning throughout the U.S. He is highly accomplished at facilitating a consensus vision and broad community support for urban design and redevelopment initiatives. Ed has served as a resource member to many civic task forces and professional panels and as a member of national design juries. He has been an urban design resource for the Mayors Institute on City Design, Urban Land Institute and AIA Community by Design. Ed also participates as a local professional practitioner in academic programs at the University of Wisconsin – Madison (Landscape Architecture, College of Human Ecology and Capstone Course in Civil Engineering) and the University of Wisconsin – Milwaukee (Urban Design and Planning)

Select Project Experience

Harbor District Water and Land Use Plan (Redevelopment Authority of the City of Milwaukee), Milwaukee, Wisconsin
Riverside North Development, La Crosse, Wisconsin
Printworks Mixed Use Historic Mill Renovation, Greensboro, North Carolina
Riverside Park Master Plan, Muscatine, Iowa
Great River Landing Waterfront Development Plan, Onalaska, Wisconsin
Kinnickinnic River Corridor Plan, City of River Falls, Wisconsin
Riverfront Park Phase II Implementation, City of Chippewa Falls, Wisconsin
Downtown Planning and Design,Village of Egg Harbor, Wisconsin
Milwaukee Shoreline Master Plan and Veteran's Park Master Plan (The Sigma Group), Milwaukee, Wisconsin
Fish Creek Waterfront Master Plan, Town of Gibraltar, Wisconsin
Riverfront Vision Plan, Hudson, Wisconsin
The Marquette Plan, The Lakeshore Reinvestment Strategy (Indiana DNR and 18 Lakeshore Communities in Northwest Indiana), Northwest Indiana*
Port of Dubuque Riverwalk and Millwork District Streetscape and Redevelopment Plan, Dubuque, Iowa*
Root River Pathway Phase II, Racine, Wisconsin*
Beer Line "B" Redevelopment Project, Milwaukee, Wisconsin*
Detroit Harbor Master Plan, Detroit, Michigan*
Downtown South Pier District Redevelopment, Sheboygan, Wisconsin*
East Detroit Riverwalk, Detroit, Michigan*
Baltimore Inner Harbor Redevelopment, Baltimore, Maryland*
City of La Crosse, La Crosse County and Port of La Crosse, Harbor Waterfront Plan, La Crosse, Wisconsin*
Lakefront Master Plan, Cleveland, Ohio*
Solvay Coke Redevelopment Plan, Milwaukee, Wisconsin*
Lake Erie Coastal Feasibility Study, Lake County, Wisconsin*

** Project experience obtained prior to joining SEH*

Heidi Kennedy RLA

Environmental Scientist/Permitting Specialist | SEH

Education
Juris Doctor, Marquette University Law School - Milwaukee, Wisconsin

Bachelor of Arts, International Relations and Scandinavian Studies, University of Wisconsin-Madison

Certificate Environmental Studies, University of Wisconsin-Madison

Registrations
Attorney in Wisconsin

Heidi Kennedy is a natural resources scientist with more than 17 years of experience working for the Wisconsin Department of Natural Resources (DNR) prior to joining SEH. Heidi has extensive experience in water resource policies working with federal, state and local agencies on natural resources issues. As a former policy coordinator for the Wisconsin DNR and during her time as a water management specialist, Heidi developed and maintained effective working relationships with other regulatory agencies and stakeholders across Wisconsin.

Select Project Experience

Harbor District Water and Land Use Plan, Milwaukee, Wisconsin
Grand Kakalin Development Site, Kaukauna, Wisconsin
Arrowhead Park Concept Design and Master Plan, Neenah, Wisconsin
Milwaukee Shoreline Master Plan and Veteran's Park Master Plan, Milwaukee, Wisconsin
Fort McCoy Bike/Multi-Use Path, Sparta, Wisconsin
Wetland Delineation, Marathon County, Wisconsin
Environmental Assessment and Evaluation for Stream Crossings, Fort McCoy, Wisconsin
Edgewater Heights Subdivision, Muskego, Wisconsin
Preserve at Prairie Creek, Oconomowoc, Wisconsin
Environmental Inspection Services for Confidential Client, Minnesota and Wisconsin
Wolf Lake Pedestrian Bridge, Multi-Use Trail and Site Improvements, Hammond, Indiana
West Park Master Plan, Carmel, Indiana
Wolf Lake Dredging, Hammond, Indiana
Pond Dredging and Wetland Delineations – Milwaukee Area Technical College, Wisconsin
Environmental Assessment for Stream Crossings, Fort McCoy, Wisconsin
Abendschein Park Improvements, Oak Creek, Wisconsin*
Wisconsin DNR (Wisconsin Department of Natural Resources), Madison, Wisconsin*
Policy coordinator assigned to develop programmatic policy based upon case law and legal interpretations of statute and administrative code. Heidi analyzed the impact of proposed legislation on program function, developed statewide general permits and managed a statewide rulemaking effort to revise State Administrative Code. She served as a hearing examiner in numerous cases and developed outreach materials, trained staff and participated on cross-disciplinary teams to promote coordination and cooperation within the Wisconsin DNR.
Wisconsin DNR (Wisconsin Department of Natural Resources), Sturtevant and Milwaukee, Wisconsin*
Water management specialist assigned to evaluate waterway and wetland projects for compliance with state statute, administrative code and Section 401 of the Clean Water Act.

** Project experience obtained prior to joining SEH*

Bruce Olson, PE

Brownfield Specialist | SEH

Education
Bachelor of Science
Chemical Processing Engineering
University of Minnesota-Duluth

Registrations
Professional Engineer in WI, IL and IN

OSHA HAZWOPER Supervisor

OSHA 40 Hour HAZWOPER (Specialist)

Bruce has 22 years of environmental consulting engineering experience, including management of environmental engineering technical support on all phases of transactional, hazardous waste and contaminated sites projects. Bruce is Regional Practice Center Leader of SEH's Eastern Region Environmental Services. Bruce has technical experience in various environmental projects and has served as the Project Manager and/or Lead Professional in conducting and preparing Phase I and II Environmental Site Assessments (ESAs), Compliance and other Due Diligence Assessments, Baseline Environmental Assessments and Site Investigations and Closures. Bruce has prepared associated documents including Phase I and II ESA Reports, Compliance Manuals, Stormwater Plans, Corrective Action Plans, Closure Reports, Site Health and Safety Plans, Operation and Maintenance (O&M) manuals, permits and proposals. He currently serves as a member of the SEH Board of Directors.

Select Project Experience

Northside Development Soil Sampling and Report (Portage Redevelopment Commission), Portage, Indiana
Arrowhead Park Plan and Historic Fill Permit, City of Neenah, Wisconsin
County Road FF Sports Complex, Applications for Development at Historic Fill Site and Licensed Landfill Exemption, City of River Falls, Wisconsin
Quality Assurance Project Plan Preparation for Environmental Protection Agency Brownfields Assessments (Wisconsin Department of Natural Resources), Multiple Sites, Wisconsin
Phase I and II Environmental Site Assessments (Wisconsin Department of Natural Resources), Merrill, Wisconsin
Resource Conservation and Recovery Act Facility Investigation (WRR Environmental Services Co Inc), West Central Wisconsin, Wisconsin
Former Kincheloe Air Force Base Sentinel Well Monitoring (USACE, Detroit District), Kinross, Michigan
Site Investigation at Manufacturing Facility (Newell Brands Inc), Chilton, Wisconsin
Industrial PM Project (Green Bay Metropolitan Sewerage District), Green Bay, Wisconsin
Interplant Flow Monitoring Project (Green Bay Metropolitan Sewerage District), Green Bay, Wisconsin
Landfill Gas Evaluation of Two Closed Municipal Solid Waste Landfills (City of Altoona), Altoona and Eau Claire, Wisconsin
Waste Disposal Engineering Landfill PCB Treatment (Minnesota Pollution Control Agency), Andover, Minnesota
Old New Richmond Landfill Groundwater and Gas Monitoring Program (City of New Richmond), New Richmond, Wisconsin
Closed Feddeler Landfill Site Investigation (Lake County Solid Waste District), Lowell, Indiana

Mark Mikelson, PE

Civil/Stormwater Engineer | SEH

Education
Master of Science
Engineering
University of
Wisconsin-Madison

Bachelor of Science
Engineering
University of
Wisconsin-Madison

Registrations
Professional Engineer in WI

Mr. Mickelson is a Principal and Senior Project Engineer with a Masters in Engineering and 32 years of experience in the civil and municipal engineering fields. Mark specializes in stormwater analysis and design. He also has extensive experience managing capital improvement projects including the production of specifications and bid documents, oversight of the bidding process, negotiation with contractors on behalf of the municipality, and contract administration.

Select Project Experience

Wood Creek Subdivision Stormwater Modeling and Floodway Delineation (Bielinski Homes Inc), Oconomowoc, Wisconsin
Municipal Engineer (Town of Erin), Erin, Genesee, Oconomowoc and Lac LaBelle, Wisconsin
Prairie Glen Development Stormwater Management Modeling, Floodplain Re-delineation and BMP Design (Bielinski Homes Inc), Germantown, Wisconsin
Woodridge Estates, Phase I (Neumann Companies Inc), Delafield, Wisconsin
Victoria Station, Phase IV (Neumann Companies Inc), Pewaukee, Wisconsin
Southern Wisconsin Center Sanitary and Storm Sewer Improvements (Wisconsin Department of Administration), Union Grove, Wisconsin
Preserve at Prairie Creek Apartments Site Design, Stormwater Management and Permitting (Creekside North Partners LLC), Oconomowoc, Wisconsin
Spencer's Pass West Subdivision (Westridge Builders), Menomonee Falls, Wisconsin
The Pines (Mike Schutte), Dousman, Wisconsin
Harbor District Water and Land Use Plan (Redevelopment Authority of the City of Milwaukee), Milwaukee, Wisconsin
Kilkenny Farms General Development Planning (Kilkenney Farms LLC), Waunakee, Wisconsin
Edgewood Farms (Bielinski Homes Inc), City of Pewaukee, Wisconsin
Rivers Crossing #4 (Bielinski Homes Inc), City of Waukesha, Wisconsin
Clearwater Apartments (Interstate Partners), Waukesha, Wisconsin
Cloverland Farms (Neumann Companies Inc), City of Pewaukee, Wisconsin
Rolling Oaks Phase II (Belman Investments LLC), Waukesha, Wisconsin
Mammoth Springs (Art Sawall), Village of Sussex, Wisconsin
Deer Trails Phase III (Don Belman Realty Inc), City of Waukesha, Wisconsin
The Meadows at Prairie Creek (Wangard Partners), City of Oconomowoc, Wisconsin
Settlement at Utica Lake, Add. No. 1 (Bielinski Homes Inc), Village of Dousman, Wisconsin
Hillside Meadows (Lisbon Hillside Meadows LLC), Town of Lisbon, Wisconsin
Hartford Square II (Greg James), City of Hartford, Wisconsin
Hickorywood Farms (WE Properties LLC), Oconomowoc, Wisconsin
Victoria Station (Neumann Companies Inc), City of Pewaukee, Wisconsin
Oconomowoc Area School District Athletic Field Improvements (Oconomowoc Area School District), Oconomowoc, Wisconsin

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.3.

Consideration with possible action on "Snow Removal/Clean-up Services Contract" RFQ #3097.

BACKGROUND

The Redevelopment Authority is seeking quotations from qualified vendors for all labor, materials and equipment necessary to completely and satisfactorily perform the Snow Removal/Clean-up Services Contract (snow removal, salting, clean-up, etc.) at various RDA properties located within the City limits of Green Bay. The initial term of the contract shall be (pending RDA approval) from November 1, 2018 through calendar year 2019 with the option of four one-year renewals for calendar years 2020, 2021, 2022 and 2023 upon funding availability and mutual agreement by both parties. Staff is seeking approval to award a contract to the lowest, responsible bidder.

RECOMMENDATION

Allow staff to award "Snow Removal/Clean-up Services Contract" RFQ #3097 to lowest responsible bidder.

FISCAL IMPACT

ATTACHMENTS

1. RFQ #3097

CITY OF GREEN BAY, WISCONSIN
REQUEST FOR QUOTE # 3097
Redevelopment Authority (RDA) Properties
Snow Removal/Clean-up Services Contract

Request for Quotation (RFQ) Schedule of Events CC: 98800, 95500, 96000, 96800, 90900	
September 25, 2018	RFQ issued to Vendors
October 1, 2018 by 4:30pm (CT)	Questions from Vendors due (written only)
October 2, 2018 by 4:30pm (CT)	Addendum issued (if required)
October 10, 2018 by 4:30pm (CT)	Statement of Qualifications (SOQ's) **OR** Bidder's Proof MUST be on file with the City no later than five days before the quote is due. ← ← ← **SUBMIT THESE FORMS BY THIS DATE**
October 15, 2018 by 4:30pm	DUE DATE FOR RFQ (by **4:30PM** CT)
October 16, 2018	Projected award notification date. Pending RDA approval.
ONE	Submit ONE complete sets of documents
Method and deadline of submittal	**Fax or E-mail quotes will be accepted,** Due at 4:30 PM (CT) on the due date indicated above. Fax to: (920) 448-3050 or E-mail them to: PurchasingAg@greenbaywi.gov Responses received after the deadline cannot be considered and if mailed, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.
Submit Quotes to	City of Green Bay, Purchasing Department 100 N. Jefferson St., Room 101, Green Bay, WI 54301-5026
Purchasing email and fax	General Department E-mail: PurchasingAg@greenbaywi.gov Fax Number: 920-448-3050 Phone Number: 920-448-3047

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFQ's are due by the time specified. Any RFQ received at the designated location after the required time and date specified for receipt shall be considered late and non responsive. All times listed are in Central Time (CT), unless otherwise noted.

GENERAL CONTRACTUAL INFORMATION AND INSTRUCTIONS TO BIDDERS

The City of Green Bay (City) is requesting your consideration to participate in our Request for Quote (RFQ). This section lists basic information and instructions. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions. These are considered general terms & conditions. Specific requirements as stated in the specifications will take precedence over these general terms & conditions. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

VENDOR REGISTRATION: To receive free automatic and immediate notification of procurement opportunities for the City of Green Bay and other government agencies, register at NO CHARGE to Onvia Demandstar at http://www.onvia.com/WAPP.For technical assistance, call 206-889-4859 or email cwdawson@demandstar.com Demandstar provides automatic supplier registration, procurement notices, and a document distribution system.

DISABLED ACCESS: City Hall is available through either of the two entrances on the Jefferson Street (west) side of the building.

QUESTIONS: Vendors are asked to examine this RFQ upon receipt. If necessary, Vendors should make a written request for interpretation or correction of any ambiguity, inconsistency or error discovered. Vendor questions may be answered at the pre-quote meeting. All questions or clarifications after this date shall only be directed in writing via mail, fax or e-mail to the Purchasing Department, before to the designated deadline for written questions. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of the City regarding this RFQ may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

ADDENDA: Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their quote, to determine if addenda were issued. Addenda will be issued on Onvia/DemandStar to registered vendors who will be notified electronically. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Quote Signature Page.

NON-RESTRICTIVE SPECIFICATIONS AND VENDOR ALTERNATES: Specifications are intended to define the level of quality and performance of this purchase and not to restrict competition. Where certain brands or part number are specified, it is for illustration or to establish a standard of quality (unless 'No Substitution' is noted). Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. The City will make the decision based on City personnel if it is an approved equal. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY ITEM NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFQ prevents you from offering a quote, consideration will be given to a Vendor's request for change.

QUOTATION EVALUATION PROCEDURE/AWARD: The City will award the bid to the responsive and responsible bidder whose bid/quote is most advantageous to the City. In determining the most advantageous bid/quote, the City will consider criteria such as, but not limited to, cost, quality / workmanship, compatibility, standardization, major and minor exceptions to our specifications, superior design features, warranty, delivery, past experience installation, equality, discount, customer satisfaction, bidder's past performance and/or service reputation, and service capability. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

APPEALS PROCESS: Protest of this award or recommendation of award shall be made in writing and received in the purchasing office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are posted on the Onvia/Demandstar service.

A written protest must contain a specific legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the Purchasing Agent.

AWARD NOTICE: After an award is made, a quotation tabulation summary will be available through Onvia/DemandStar. Quotation results **will not be given** over the telephone.

TERMINATION OF CONTRACT: The City may terminate the resulting contract at any time by a notice in writing from the City Purchasing Agent to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

COMPLETE INFORMATION: Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the quotation opening. Failure to enclose all necessary attachments by the time the quotations are opened may disqualify the Vendor from being awarded the contract.

SUBSTANCE ABUSE PREVENTION: The owner recognizes and supports alcohol & drug free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The owner urges contractors, subcontractors, suppliers and vendors to establish and enforce drug free workplace policies and programs.

CITY OF GREEN BAY CITIZEN AND LEGAL IMMIGRANT PROTECTION ACT: The City of Green Bay expects that those who wish to contract with the City adhere to all State and Federal laws, including those proscribing employment of unauthorized aliens. In no way does the City intend or condone discriminatory practices or profiling but rather simply adherence to the law. No City contract shall be issued to unauthorized aliens or companies who employ unauthorized aliens. See sec. 6.025, Green Bay Municipal Code, and 8 USC sec. 1324a.

MISCELLANEOUS CONDITIONS

- **RIGHT TO ACCEPT/REJECT**: The City reserves the right to accept or reject any or all quotations or to waive any technicality, and accept any quotation deemed to be in the best interests of the City.
- **UNIT PRICE PRECEDENCE:** The each price supersedes the total price.
- **UNBALANCED QUOTES/BIDS:** The City reserves the right to reject unbalanced quotes/bids. Unbalanced quotes/bids may be rejected as non-responsive, a potentially less time consuming and costly option than completely rebidding the project
- **NON-MATERIAL VARIANCES:** The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other quoters, that do not change the meaning or scope of the RFQ, or that do not reflect a material change in the services. A nonmaterial variance in a bid/quote does not give one quoter a competitive advantage or benefit not enjoyed by others. A nonmaterial variance may be accepted as responsive, or **at the discretion of the City**, may be rejected as non-responsive. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFQ requirements or excuse the Contractor from full compliance with the specification or other contract requirements if the Contractor is awarded the contract.
- **RIGHT TO AWARD ALL OR A PORTION**: The City reserves the right to award all or a portion of this request to one or more Vendors on a line item basis. Vendor to indicate any additional discount allowed for award of entire order.
- **FINANCIAL COMMITMENTS**: All financial commitments by the City are subject to the availability of funds approved by the RDA.
- **RIGHT TO CANCEL**: The City reserves the right to cancel this agreement and any resulting agreement at any time with 30 days written notice.
- **INCURRING COSTS AND RESERVE RIGHT TO CANCEL**: The City will not be responsible for any expenses incurred by any vendor in the development of a response to this RFQ, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the City Council has formally accepted a recommendation.

- **FIRM PRICING:** Offered prices shall remain firm for a minimum of **90 days** after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the quotation.
- **STATUTORY INFORMATION:** Any purchase agreement resulting from this RFQ shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin.
- **PUBLIC RECORDS REQUIREMENT:** It shall be understood any quotation and any/all referencing information submitted in response to this RFQ shall become the property of the City and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
- **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
- **ASSIGNMENT OR SUBCONTRACT**: Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.
- **INDEPENDENT CONTRACTOR STATUS:** The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
- **NON-COMPLIANCE:** Submission of a quotation constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.
- **PATENT INFRINGEMENT**: The seller shall indemnify and hold harmless the City of Green Bay and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.
- **WORKING HOURS:** The Contractor shall perform his work during the hours from **5:00a.m. to 6:30p.m.,** Monday through Friday. The Owner shall approve any work performed outside of these hours.
- **TIME OF COMPLETION:** The work to be completed under this Contract shall commence within ten (10) calendar days after receipt of a written "Purchase Order" or "Notice to Proceed" from the Owner. **TEMPORARY POWER AND WATER:** Temporary power and water may be obtained from the existing facilities available at the site, provided it does not conflict or interfere with the daily operations of the facility. The City will pay for the cost of energy and water obtained from City Hall. In the event the Contractor's, or Subcontractor's equipment requires more power or water flow than is available through the City's existing facilities, then the Contractor shall be responsible to make the necessary arrangements with the local utilities to satisfy his needs. The cost for additional power and water beyond what is currently available at the site shall be considered incidental and shall be paid for by the Contractor. No additional compensation will be allowed.
- **TEMPORARY SANITARY FACILITIES:** The City will designate toilet facilities, which may be used by the Contractor. No other toilet facilities shall be used. The Contractor shall cooperate with the Owner in maintaining the facilities in a clean and sanitary condition.
- **PARKING FACILITIES:** The Contractor shall arrange with the City of Green Bay for use of limited parking spaces for company vehicles at, or near, the site. The City will provide said parking, without charge.
- **DISPOSAL:** All materials, rubbish and debris are the property of the Contractor and shall be removed from the premises as soon as it accumulates. Removal of rubbish and debris shall be conducted in such a way that a minimum of dust is caused. All material shall be disposed of by the Contractor in consistency with ordinances of the City of Green Bay and Brown County, and with regulations set forth in the State of Wisconsin Administrative Code. All rubbish shall be hauled to an approved landfill. The Contractor shall provide containers of adequate size at the site for the collection of all waste generated by construction operations. The Contractor shall coordinate with the Owner the location of his dumpsters.

- **SCHEDULING AND COORDINATION:** This project will require close cooperation and coordination between the City and Contractor and all Subcontractors. The Contractor shall consider such coordination in his work. The Contractor shall be responsible for scheduling the work with Subcontractors and the City. To minimize interference with the Owner's activities, the Contractor shall access the roof from the outside of the building only.
- **PRODUCT SUBMITTALS:** Prior to construction, the Contractor shall submit product data and literature on all approved materials to be used on this project. This should include, but not be limited to, technical data and manufacturers application instructions, color charts where available, and material safety data sheets.
- **DELIVERY, STORAGE AND HANDLING:** Deliver all materials to site in original, unopened containers bearing the following information: name of product, name of manufacturer, date of preparation, and lot or batch number. Store materials under cover and protect from weather. Replace packages or materials showing any signs of damage with new material at no additional cost to the City.
- **PROTECTION AND RESTORATION OF PROPERTY:** The Contractor shall use every precaution to prevent damage or destruction of property within or outside of the project area. The Contractor shall be responsible for the damage or destruction of property resulting from neglect, misconduct, or omission in his/her manner or method of execution or non-execution of the work. Prior to performing any work, the Contractor and Owner shall inspect any existing areas of concern. In addition, before performing any Contract work, the Contractor shall review with the Engineer his proposed means of protection.
- **SITE RESTORATION:** At the conclusion of the work and before final acceptance and payment, the Contractor shall remove from the site of the work all debris, stored materials, scaffolding, temporary structures, and the like, and leave the site in its original condition. The Contractor shall restore, at his own cost and expense, any damage to existing structures or elements caused by his operation or those of his Subcontractors. The cost of site restoration shall be considered incidental and shall be included in the overall bid price and no extra compensation will be allowed.
- **STORAGE OF MATERIALS:** The Owner shall allocate space to the Contractor for storage of materials and equipment for the duration of the project.
- **MATERIAL SAFETY DATA SHEETS:** All Contractors and Subcontractors who bring hazardous substances (as defined by OSHA) to the construction site shall have on file at the site a copy of the Material Safety Data Sheet (MSDS) for that substance. The Contractor shall maintain a file of all MSDS required for the project at the site. Prior to delivery of hazardous substances to the construction site, each Contractor shall submit two (2) copies of the MSDS to the Engineer. Each Contractor and Subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the construction site.
- **DIGGER'S HOTLINE:** If required for this project, selected vendor is responsible to contact Digger's Hotline to file a locate request & to be properly marked prior to starting any construction/installation work for this project.
- **SAFETY, HEALTH AND SANITATION:** SAFETY, HEALTH AND SANITATION OF SECTION 106. Legal requirements & Public Responsibility of the City of Green Bay Standard Specifications and Construction Standards For Public Works Construction, **2018 Edition**, shall be modified as follows: The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall also provide all safeguards, safety devices, and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

  The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions.

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INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY ("INS B")

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. **GENERAL LIABILITY COVERAGE**
   - A. Commercial General Liability
     - (a) $1,000,000 general aggregate
     - (b) $1,000,000 products - completed operations aggregate
     - (c) $1,000,000 personal injury and advertising injury
     - (d) $1,000,000 each occurrence limit
   - B. Claims made form of coverage is not acceptable.
   - C. Insurance must include:
     - (a) Premises and Operations Liability
     - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
     - (c) Personal Injury
     - (d) Explosion, collapse and underground coverage
     - (e) Products/Completed Operations
     - (f) Independent Contractors
2. **BUSINESS AUTOMOBILE COVERAGE**
   - A. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
   - B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability
3. **CONTRACTORS POLLUTION LIABILITY (Occurrence Basis)**
   - A. Limit of Liability: $1,000,000
   - B. Form must include coverage for natural resources damage
   - C. Minimum Must include waiver of subrogation endorsement in favor of the City
   - D. Coverage must include transportation (including watercraft) and loading and unloading.
5. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**
   - A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
     - $100,000 Each Accident
     - $500,000 Disease Policy Limit
     - $100,000 Disease - Each Employee
6. **BUILDER'S RISK/INSTALLATION FLOATER**
   - A. Unless otherwise provided, the City shall purchase and maintain Builder's Risk coverage upon the entire structure on which the work of this contract is to be done equal to 100% of the completed value.
7. **ADDITIONAL PROVISIONS**

* **Additional Insured** – On the General Liability Coverage, and Contractors Pollution Liability City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* **Endorsement** - The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* **Indemnification -** VENDOR hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of VENDOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

VENDOR shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that VENDOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be VENDOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

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

* **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.

* **Notice** - City of Green Bay requires written notice of cancellation.

* **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

CITY OF GREEN BAY – RFQ #3097
REQUEST FOR QUOTATION FOR REDEVELOPMENT AUTHORITY (RDA)
SNOW REMOVAL/CLEAN-UP SERVICES CONTRACT
SCOPE OF WORK

The City of Green Bay, Wisconsin (City), on behalf of the Redevelopment Authority (RDA) is seeking quotations from qualified Vendors for all labor, materials and equipment necessary to completely and satisfactorily perform the Snow Removal/Clean-up Services Contract (Snow removal, salting, clean-up, etc.) at various RDA Properties located within the City limits of Green Bay per attached specifications and property list.

DEFINITIONS

For the purpose of this quote agreement, the following terms shall have the meaning hereinafter stated unless another meaning is clear from the context or usage.

- "City", it shall be understood to refer to, City of Green Bay and/or its authorized representative.
- "Vendor", it shall be understood to refer to, a firm submitting a quotation in response to this Request For Quotation (RFQ).
- "Contractor", it shall be understood to refer to, Vendor awarded the contract.
- "Engineer", it shall be understood to refer to, the Director of Public Works and/or an authorized representative.
- "Provide", it shall mean to furnish and install.

VENDOR'S RESPONSIBILITY: Responsibility refers to the Vendor's potential ability to perform successfully under the terms of the proposed contract. The following are minimums of standards a responsible Vendor should meet:

1) For a minimum of THREE (3) years, has in operation a Snow Removal / Clean-up Service with personnel and equipment adequate to assure compliance with the requirements stated in this quotation;
2) Be able to comply with the requirements of the City's work, taking into consideration all existing business commitments;
3) Favorable references from firms with projects of similar scopes and indicate the Vendor has the ability to carry out the services specified:
   - Completed contracts in accordance with the Contract Documents.
   - Diligently pursued execution of the work and completed contracts according to the established time schedule unless extensions were granted by the owner.
   - Fulfilled Guarantee requirements of the Contract Documents.
   - Is not presently on an ineligible list maintained by the Wisconsin Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements or for projects involving federal funds, not presently included on the "List of Parties Excluded From Federal Procurement and Non-Procurement Contracts" identifying federally debarred contractors
4) Have a satisfactory record of integrity and business ethics;
5) Be otherwise qualified, licensed and eligible to receive the contract award under applicable laws and regulations.

VENDOR'S PERFORMANCE CAPABILITY: Prospective Vendor's performance capability will be evaluated. This may include:

1) An evaluation of data on hand;
2) An evaluation of the data from other agencies, including references;
3) An optional on-site inspection of facilities;
4) Any combination of above.

PRICING: The pricing will be firm during the initial term of this project. VENDOR WILL BE PAID FLAT RATES ONLY - NO ADDITIONAL CHARGES PAID unless pre-approved by an authorized City employee, otherwise rates will include all labor and materials. If it is mutually decided to renew beyond the initial period and the Vendor requests a price increase, the Vendor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The City reserves the right to accept or reject such price increases, to negotiate more favorable terms or to allow the agreement to terminate without additional cost.

PAYMENT: Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.

VENDOR NAME: _____

CITY OF GREEN BAY – RFQ #3097
REQUEST FOR QUOTATION FOR REDEVELOPMENT AUTHORITY (RDA)
SNOW REMOVAL/CLEAN-UP SERVICES CONTRACT
VENDOR REQUIREMENTS, SPECIFICATIONS & QUOTATION SUBMITTAL FORMS

- **FORMAT:** Vendor shall complete every space in the 'Vendors Column' with a (√) to indicate compliance with specification or (Exception) to indicate any deviation from specification. Any items appearing in the manufacturer's specifications furnished by the vendor are assumed to be included in this quotation. Note any exceptions to standard manufacturer's specifications.

- **COMPLETE REQUIREMENTS**: While every effort has been made to ensure the accuracy and completeness of the information in this RFQ, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFQ. Therefore, it is the Vendor's responsibility to include in their quotation all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The goods/services offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

No.	DESCRIPTION	**VENDOR'S COLUMN** **"√" COMPLY** OR "EXCEPTION"
1.	**QUANTITY/TYPE**: The City of Green Bay, on behalf of the Redevelopment Authority (RDA) is seeking quotations for a contract for all labor, materials and equipment necessary to completely and satisfactorily perform the Snow Removal/Clean-up contract for public sidewalks, private driveways and private walks, including salting, and terrace removal services per attached specifications and locations.	
2.	**TERM OF CONTRACT:** The initial term of the contract shall be (pending RDA approval) from November 1, 2018 through Calendar year 2019 with the option of four one-year renewals for calendar years 2020, 2021, 2022 and 2023 upon funding availability and mutual agreement by both parties. Upon mutual agreement, the City and Vendor may renew this agreement for FOUR additional one-year time periods. A minimum of thirty (30) days notice must be given to renew the contract for additional increments. The City reserves the right to cancel any resulting agreement at any time (with 30 days notice.) Any resulting purchase agreement, based on this RFQ, shall become the contractual agreement for the required services. Each section contained herein, any addenda and the response from the successful Vendor shall also be incorporated by reference into the resulting agreement. The authorization for the contract to begin will be upon RDA approval of the award, assuming any insurance requirements have been met. Similar services may be added and pricing for these services negotiated during the term of the contract.	
3.	**PROPERTIES:** Below you will find a list of the properties owned by the City of Green Bay Redevelopment Authority. Your quoted price will include snow removal, salting, trash clean-up and terrace removal for the attached properties. *Properties will be added and removed – subject to change as they are bought and sold by the Green Bay Redevelopment Authority.* ***It is the vendor's responsibility (on their own time) to view all of the properties on said list to determine the exact cost per each property.***	

No.	DESCRIPTION	"√" COMPLY OR "EXCEPTION"
4.	**Snow removal/clean-up contract terms are defined as follows:** • **SNOW REMOVAL**: The snow is to be removed on public sidewalks, driveways and private walks, per attached specifications and locations for each 1" (one inch) or more snow event in a reasonable amount of time after the snow event occurs, 12 hours maximum, **(*except for* the properties listed that have an "X" 7:00AM Central Time (CT) requirement. These properties must be cleared of snow by 7:00AM (CT) and be kept clear after each City snow plowing. The snow is to be removed *and salt applied on an as needed basis).***	
	• **CORNER LOTS**: Corner lot sidewalks are to be completely cleared from terrace to terrace through the wheelchair ramp access. All snow plow banks shall be completely removed to the concrete. Snow is to be piled onto the lot so as not to obstruct driver's view. Pedestrians should be able to wheel or walk freely to and through the cross walks.	
	• **SALTING:** Salting services apply to freezing rain events and icy conditions which may result in personal injury. Salting services will be performed by 7:00AM (CT) the next morning in a reasonable amount of time after the events have occurred, especially during the freeze thaw cycle during the late winter and early spring. The snow is to be removed and salt applied on an as needed basis.	
	• **TERRACE REMOVAL:** Snow to be kept clear from the Terrace areas as indicated on the lists below. Some locations may allow snow to be pushed to other areas on the site. At some locations it may require removal of the snow from the terrace site. Removal and disposal of terrace snow may be dumped at the vacant properties located on the 1149 – 1177 block of East Walnut Street (see address list below).	
	• **TRASH CLEAN-UP:** The wind-blown debris shall be collected and properly disposed of by the selected Vendor. Wind-blown debris pricing is reflected under "TRASH CLEAN-UP" on the attached pricing sheets.	
5.	**DAMAGE:** The successful vendor will be responsible for any damage caused by their work during the duration of the contract.	
6.	**LICENSED CONTRACTORS & PERMITS:** All Contractors eligible to quote this contract work must be Licensed under the appropriate WI Code for each trade. Contractor responsible for any required permits for work performed. *9/18/18 It was confirmed with our Inspection Department that no permit is required for this project.*	
7.	**STATEMENT OF QUALIFICATION**: – **SOQ's:** – A current Statement of Qualifications or Bidders Proof must be on file with the City no later than five days before the date quotations are due – per Wis. Stats. #66.0901. If you have previously submitted one, it is only valid for one (1) year. It is the vendor's responsibility to keep this current with the City of Green Bay Purchasing & Public Works Departments. Contact Purchasing for information at (920) 448-3047. The Statement of Qualifications form is available to download & print off the City of Green Bay's website: www.greenbaywi.gov Click on "Departments" and under Administrative Services, click on "Purchasing/Print Shop". Scroll to the bottom of the page. Under "Documents" you will see **"STATEMENT OF QUALIFICATION (SOQ)-Application (PDF)"**. Click on it to download & print.	

No.	DESCRIPTION	"√" COMPLY OR "EXCEPTION"
8.	**VENDORS INSURANCE / INDEMNIFICATION REQUIREMENTS:** The successful vendor will be required to provide proof of required insurance coverage, naming the City of Green Bay as an additional insured, to the City of Green Bay's Risk Management Division prior to the start of work. The vendor complies with the insurance/indemnification requirements previously listed above.	
9.	**RESPONSE TO THIS RFQ** is required to be on these attached specification/ worksheets. Additional information may be attached.	
10.	**LIQUIDATED DAMAGES**: If Vendor fails to clear the properties denoted by an "**X**" per attachment below by 7:00am (CT), vendor agrees to be liable to the City for liquidated damages in the amount of $50.00/hour until properties are cleared.	
11.	**LIEN WAIVER**: The successful Vendor shall submit Waivers of Lien for all draws. At the completion of the project and prior to final payment, Vendor shall submit final Waivers of Lien for themselves, all subcontractors and material suppliers.	
12.	**ABILITY TO FULFILL QUOTE REQUIREMENTS:** The City of Green Bay may make an investigation as is necessary to determine the ability of the vendor/contractor to fulfill quote requirements. The Vendor/Contractor shall furnish such information requested and be prepared to demonstrate types of products or services similar to that included in the quote.	
13.	**DIGGER'S HOTLINE:** If required for this project, selected vendor is responsible to contact Digger's Hotline to file a locate request & to be properly marked prior to starting any construction/installation work for this project.	
14.	**QUOTES**: Fax or E-mail quotes will be accepted, **Due at 4:30 PM (CT)** on the due date indicated above. Fax to: (920) 448-3050 or E-mail them to PurchasingAg@greenbaywi.gov Responses received after the deadline cannot be considered and if mailed, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Vendor.	
15.	**WARRANTY:** Vendor will warrant their work as merchantable and within industry standards for services of this type. **INDICATE PRODUCT WARRANTY:** **INDICATE WARRANTY ON WORKMANSHIP:**	____ **YEARS** ____ **YEARS**
16.	**PAYMENT**: Payment will not be made until services completed and accepted by City of Green Bay RDA personnel. Payments are processed monthly.	
17.	**DELIVERY & TAX EXEMPT:** All quoted items or services delivered shall be tax-exempt, F.O.B. Delivered to the City of Green Bay.	

No.	DESCRIPTION	"√" COMPLY OR "EXCEPTION"
18.	**ESTIMATE OF QUANTITIES:** An estimate of the quantity of work to be done under the Contract is stipulated in the Vendor's Quote. The quantities of work shall be considered as approximate and for comparison of quotes only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between quote quantities and the actual measured quantities.	
19.	**REFERENCES:** Vendors are to include a list of TWO (2) municipalities or customers to be used as references. These references should be current customers utilizing services similar to those requested. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements. *If you are currently working with the City of Green Bay, just list your City contact person's name & phone number below.* **1. Company Name:** Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: How long have you been working with this company? **2. Company Name:** Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: How long have you been working with this company? **3. Company Name:** Address: Telephone: Contact Person: E-mail address: Product(s) and/or Service(s) Used: How long have you been working with this company?	

City of Green Bay
QUOTATION PRICING & SIGNATURE PAGES – RFQ # 3097

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

Your quoted price is to include all labor, materials & equipment necessary to satisfactorily complete the above listed project(s). Payment to vendor will be upon satisfactorily completion of work. **By signing this quotation, vendor agrees to all City of Green Bay Specifications, terms & conditions contained herein.** The City reserves the right to award all or a portion of this request to one or more Vendors on a (per project) basis. (The Vendor is responsible to submit this total. All of his/her sub-contractors are responsible for submitting their figures to the Vendor).

CONTRACT TERM: November 1, 2018 – December 31, 2019

The City of Green Bay reserves the option to extend this contract upon funding availability and mutual agreement of terms & conditions for up to FOUR additional 1- year contract periods:

1ST Renewal Option: CALENDAR YEAR 2020
2ND Renewal Option: CALENDAR YEAR 2021
3RD Renewal Option: CALENDAR YEAR 2022
4TH Renewal Option: CALENDAR YEAR 2023

INDICATE IF THE PRICES QUOTED WILL REMAIN THE SAME:

FOR THE 1ST RENEWAL OPTION **(Check Yes or No)** (**Calendar Year 2020**)	_____ YES	_____ NO
FOR THE 2ND RENEWAL OPTION **(Check Yes or No)** (**Calendar Year 2021**)	_____ YES	_____ NO
FOR THE 3RD RENEWAL OPTION **(Check Yes or No)** (**Calendar Year 2022**)	_____ YES	_____ NO
FOR THE 4TH RENEWAL OPTION **(Check Yes or No)** (**Calendar Year 2023**)	_____ YES	_____ NO

Upon mutual agreement by both parties, the City and Vendor may renew this agreement for additional work to be performed in years listed above. **Indicate to the right the maximum percentage increase/decrease for the additional FOUR one-year renewal options.**	Indicate your maximum % increase / decrease for the following one-year renewal options: _____**%** **Increase / Decrease (circle one)**

City of Green Bay
QUOTATION PRICING & SIGNATURE PAGES – RFQ # 3097

Indicate the name of the licensed contractor that will be performing the work:

_____

(NAME) (ADDRESS) (PHONE NUMBER)

PAYMENT TERMS: Final payment will be made Net 30.
Vendor to indicate early payment discount offered: → →

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: (check one) YES ____ or NO_____
The City will not pay service charges.

VENDOR'S SIGNATURE & INFORMATION:

Vendor Full Legal Name: _____
Complete Address, City, ST, Zip: _____
_____
Bidders Contact Name & Title (Type or Print): _____
Authorized Signature: _____
Phone # & Fax#: _____
Date: _____
Taxpayer I.D. Number: _____
E-mail address: _____

Interested in doing business with the City? Register at NO CHARGE http://www.onvia.com/WAPP to access opportunities at the City.

ADDENDA - It is Vendor's responsibility to check for issuance of any addenda. The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Vendor shall complete & submit the following required documents:

1. ☐ Vendor Requirements, Specifications & Quotation Submittal Forms – Pages **8 – 11**
2. ☐ Quotation Pricing & Signature Pages - Pages **12 – 16**
3. ☐ SOQ'S **(THIS MUST BE SUBMITTED SEPARATELY – FIVE DAYS PRIOR TO DUE DATE).**

CITY OF GREEN BAY REDEVELOPMENT AUTHORITY
Snow Removal List (Updated 9/25/2018)

ADDRESS	SIDEWALKS/ SNOW REMOVAL	X = CLEARED BY 7:00 am	SALTING	TRASH CLEAN-UP	REMOVE FROM TERRACE
Neighborhood Enhancement Fund					
701 Twelfth Ave	$	X	$	$	Not Applicable (NA)
410 15th Ave	$		$	$	NA
414 Fourth	$		$	$	NA
418 Fourth	$		$	$	NA
417 5th St	$		$	$	NA
427 Fifth St.	$		$	$	NA
415 8th St.	$		$	$	NA
1253 9th Ave	$		$	$	NA
300 S. Ashland Ave.	$	X	$	$	NA
503 S. Ashland Ave	$	X	$	$	NA
518-520 S. Ashland Ave	$		$	$	NA
110 S Baird St	$	X	$	$	NA
1108 S. Broadway	$		$	$	NA
1112-1116 S. Broadway	$		$	$	NA
1200 S. Broadway	$	X	$	$	NA
1216 S. Broadway	$	X	$	$	NA
1319 S. Broadway	$		$	$	NA
607-613 S. Broadway (see attached map) (Vacant lot under billboard)	$		$	$	NA
927 N Broadway	$		$	$	NA
223 S Buchanan St	$		$	$	NA
1305 S Chestnut	$		$	$	NA
314 N. Chestnut	$		$	$	NA
815 S. Chestnut	$		$	$	NA
833 S. Chestnut Ave.	$		$	$	NA
1209 Chicago St.	$		$	$	NA
519 Chicago St	$		$	$	NA
521 Chicago St	$		$	$	NA
114 N. Clay St.	$		$	$	NA
1162 Day St	$		$	$	NA
1164 Day St	$		$	$	NA
1655 Debra Ln.	$		$	$	NA
1200 Doty St	$		$	$	NA
1409 Elm St.	$		$	$	NA

ADDRESS	SIDEWALKS/ SNOW REMOVAL	X = CLEARED BY 7:00 am	SALTING	TRASH CLEAN-UP	REMOVE FROM TERRACE
236 Gray St	$		$	$	NA
900 S Greenwood Ave	$	X	$	$	NA
1915 Harold	$		$	$	NA
1132 Harvey St	$		$	$	NA
1142 Harvey St	$		$	$	NA
2081-2091 Imperial	$		$	$	NA
901 Irvington St	$		$	$	NA
1004 N. Irwin	$		$	$	NA
1010 N. Irwin	$		$	$	NA
913 N Irwin Ave	$		$	$	NA
508 Kellogg St	$		$	$	NA
901 Main St.	$		$	$	NA
1209 S Maple Ave	$		$	$	NA
158 N. Maple Ave	$		$	$	NA
716 Mather St	$		$	$	NA
434 S Monroe	$	X	$	$	$
436 S Monroe	$	X	$	$	$
235 Newhall St	$		$	$	NA
1151 Reber St	$		$	$	NA
111 N Roosevelt	$		$	$	$
619 Roy Ave	$		$	$	NA
709 School Pl.	$		$	$	NA
1064 Shawano Ave	$	X	$	$	NA
1008 Smith St	$		$	$	NA
1361-1363 Smith St	$		$	$	NA
909 Smith St	$		$	$	NA
535 St. George Street	$		$	$	NA
1370 Thrush St	$		$	$	NA
115 S. Van Buren St	$		$	$	NA
1001-1003 E Walnut St.	$	X	$	$	$
1149 E. Walnut	$	X	$	$	$
1159 E Walnut	$	X	$	$	$
1161 E Walnut	$	X	$	$	$
1165/1167 E Walnut	$	X	$	$	$
1173 E Walnut	$	X	$	$	$
1177 E. Walnut	$	X	$	$	$
1300 E Walnut	$	X	$	$	$
1368 E Walnut	$	X	$	$	$
1375 E Walnut	$	X	$	$	$
1376 E Walnut	$	X	$	$	$
711,715,719 W. Walnut St.	$	X	$	$	NA
1031 N. Webster	$		$	$	NA
1109 N. Webster Ave	$		$	$	NA
320-322 S. Webster	$		$	$	NA

ADDRESS	SIDEWALKS/ SNOW REMOVAL	X = CLEARED BY 7:00 am	SALTING	TRASH CLEAN-UP	REMOVE FROM TERRACE
TIFF					
321 N. Broadway	$		$	$	NA
325 N. Broadway	$		$	$	NA

ADDRESS	SIDEWALKS/ SNOW REMOVAL	X = CLEARED BY 7:00 am	SALTING	TRASH CLEAN-UP	REMOVE FROM TERRACE
ED					
109 N Adams (eow- tr)	$		$	$	$
929 N. Broadway	$		$	$	NA
910 Reber St	$		$	$	NA
1112 N. Van Buren	$		$	$	NA
1118 N. Van Buren	$		$	$	NA
1124 N. Van Buren	$		$	$	NA
227 E Walnut (eow- tr)	$		$	$	$

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Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.4.

Consideration with possible action for the acquisition of 422 5th Street (parcel 2-192).

BACKGROUND

422 5th Street is located in the Shipyard Neighborhood. Currently, there is a two-family house on the front of the property and a stand-alone unit in the rear. Two of the units are occupied. Staff feels this is an opportunity to pick up another property near other properties already owned by the RDA. Future plans for this site will further be discussed as the Shipyard Neighborhood Investment plan comes together. Staff has negotiated the price.

RECOMMENDATION

Approve the acquisition of 422 5th Street for $124,500.00 using Neighborhood Enhancement Funds.

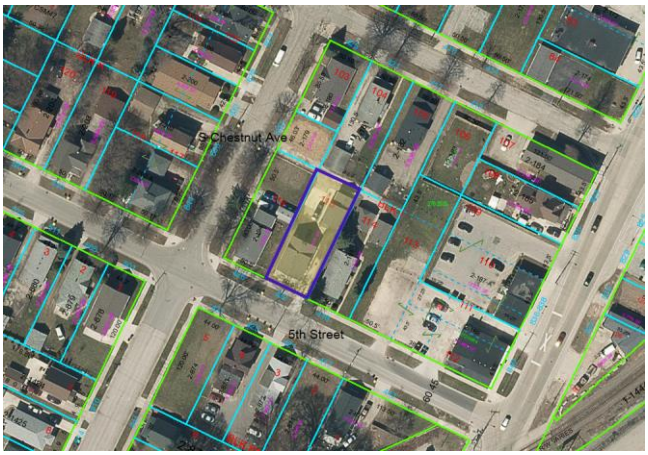
FISCAL IMPACT

The property is listed for $139,900.00. Staff has negotiated the price down to $124,500.00. Neighborhood Enhancement funds would be used for the purchase.

ATTACHMENTS

1. 422 5th St - Data Sheet

422 5th Street



Property Information:

Parcel ID …… 2-192
Lot Size……50' x 130'
Building SF……~2,000 SF
……..~1,000 SF
Two structures, 3 units
Zoning…… Residential Three

Tax Information:

Land Value…… $10,600
Improved Value…… $64,700
Assessed Value …… $75,300

Total Offer ……$139,900

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.5.

Consideration with possible action to award the Analysis of Impediments to Fair Housing Choice study to MSA Professional Services, Inc. in the amount of $24,900.00.

BACKGROUND

The City receives Community Development Block Grant (CDBG) and HOME Investment Partnership funds. Both CDBG and HOME funds are regulated by the U.S. Department of Housing and Urban Development (HUD). The funding made available to the City for the AI is received under the CDBG Program and, therefore, are subject to regulations under Title 24 of the Code of Federal Regulations.

As the recipient of federal CDBG and HOME dollars, the City is required to take steps to affirmatively further fair housing as part of the obligations it assumes when it accepts these funds. As part of these efforts, the government entities must complete a comprehensive AI to fair housing.

The purpose of the AI is to:
• Serve as the substantive, logical basis of Fair Housing Planning and
• Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders and fair housing advocates

An AI involves:
• A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices.
• An assessment of how those laws, etc. affect the location, availability, and accessibility of housing, services, commercial and retail development, and
• An assessment of conditions, both public and private, affecting fair housing choice in areas of low and high opportunity.
Impediments to Fair Housing choice are:
• Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices and
• Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

RECOMMENDATION

Award the Analysis of Impediments to Fair Housing Choice study to MSA Professional Services, Inc. in the amount of $24,900.00.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.6.

Consideration with possible action on the request from NeighborWorks Green Bay to use HOME funding and assumption of RDA loan on the acquisition and rehabilitation of the 1400 Block Admiral Court.

BACKGROUND

To be presented at meeting.

RECOMMENDATION

To be presented at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Vanessa Chavez, Law Department Director, Diana Ellenbecker, Finance Director, Kevin J. Vonck, CED Director

AGENDA ITEM # D.7.

Consideration with possible action on amendments to documents assumed by 304 North Adams Green Bay (NAGB) under the Hotel Northland receivership in order to reflect change of ownership and change in circumstances since original adoption.

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

BACKGROUND

Through the Hotel Northland receivership process, 304 NAGB, the new owner and developer, assumed the following documents:

- Loan Agreement between the City and Hotel Northland, LLC (Closing Doc. No. 123)
- Environmental Indemnity Agreement between the City and Hotel Northland, LLC (Closing Doc. No. 129)
- Development Agreement for the Hotel Northland as amended (Closing Doc. Nos. 152 – 155, 157)
- Promissory Note (Closing Doc. No. 124)
- Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Financing Statement (Closing Doc. No. 127)
- Assignment & Security Agreement (Closing Doc. No. 128)
- Collateral Assignment of Construction Contracts & Permits & Licenses (Closing Doc. No. 131)
- Account Control Agreement (Closing Doc. No. 132)
- HUD Lender Opinion(Closing Doc. No. 232)
- Flow of Funds Memorandum (Closing Doc. No. 235)

The Developer is requesting these documents be amended in order to reflect change of ownership and change in circumstances since original adoption.

A copy of the updated Concept Plan can be downloaded here (94 mb):
https://www.dropbox.com/s/gfq12x557bx4ngu/Updated%20Concept%20Plan%20%2804449082%29.pdf?dl=0

RECOMMENDATION

Adopt amendments to documents assumed by 304 North Adams Green Bay (NAGB) under the Hotel Northland receivership in order to reflect change of ownership and change in circumstances since original adoption, subject to minor legal and technical revisions.

FISCAL IMPACT

None.

ATTACHMENTS

1. Revised HUD loan payment schedule 6-26-16
2. 304 NAGB--Flow of Funds re City loans (with payment schedule)
3. Allonge to Promissory Note (HUD Loan) (D K 8-26-18) (04447143)
4. Amended and Restated Mortgage REDLINED 10.4.18
5. First Amendment to Account Control Agreement FINAL 10.4.18
6. First Amendment to Assignment Sec Agreement FINAL 10.4.18
7. First Amendment to Collateral Assignment of Construction Contracts Permits and Licenses FINAL 10.4.18
8. First Amendment to Environmental Indemnity Agreement FINAL 10.5.18
9. First Amendment to Loan Agreement (HUD- City of Green Bay) FINAL 10.4.18
10. Fourth Amendment to Development Agreement FINAL 10.5.18
11. Opinion Letter - City of GB and HUD (04448683-7)

AMENDED COMMITMENT SCHEDULE

Note No. **B-14-MC-55-0002**

Principal Due Date	Commitment Amount
August 1, 2016	$0
August 1, 2017	0
August 1, 2018	261,000
August 1, 2019	261,000
August 1, 2020	261,000
August 1, 2021	261,000
August 1, 2022	261,000
August 1, 2023	261,000
August 1, 2024	261,000
August 1, 2025	261,000
August 1, 2026	261,000
August 1, 2027	261,000
August 1, 2028	261,000
August 1, 2029	261,000
August 1, 2030	261,000
August 1, 2031	261,000
August 1, 2032	261,000
August 1, 2033	261,000
August 1, 2034	261,000
August 1, 2035	263,000
Maximum Commitment Amount	

Pursuant to Section IV.H. of this Note originally dated May 21, 2010, the Amended Commitment Schedule above is hereby accepted and agreed to on behalf of the Borrower, shall supersede the original Commitment Schedule, and shall be attached to the Note in lieu of the original Commitment Schedule.

Borrower: City of Green Bay, Wisconsin

By: _____
(Signature)

Name: James Schmitt

Title: Mayor

Date: 26 JUNE 2016

HOTEL NORTHLAND ASSET PURCHASE
FLOW OF FUNDS MEMORANDUM

TO: Vanessa Chavez, City of Green Bay
Stephen Slade, HUD
John P. Williamson, Jr., Octagon Credit Partners, LP
Thomas Conran, 304 North Adams Green Bay, LLC
Aik Hong Tan, 304 North Adams Green Bay, LLC

FROM: Sherry Coley, Davis & Kuelthau, s.c.

DATE: September 25, 2018

RE: Flow of Funds Memorandum for Hotel Northland Asset Purchase

The undersigned parties hereby agree that the following transactions occurred upon the Closing of the transactions contemplated in the Asset Purchase Agreement by and between Paul G. Swanson, as court-appointed Receiver ("Receiver") for Hotel Northland, LLC ("Hotel Northland") and 304 North Adams Green Bay, LLC ("Buyer"), dated April 16, 2018, and further subsequent to the closing and assignment of the loan documents of the City of Green Bay (the "City"), pursuant to this Flow of Funds Memorandum:

A. ASSIGNMENT OF DEBT TO 304 NORTH ADAMS GREEN BAY, LLC

1. Assignment of City of Green Bay, Section 108, HUD Mortgage Loan

Debtor: Buyer
Lender: City of Green Bay
Original Principal Amount: $4,700,000
Interest Rate: Variable rate and not less than 0.20 over LIBO Rate (variable%)
Total Disbursed as of 9/25/18: $3,591,729.82_____
Total Interest as of 9/25/18: $178,113.25__(quarterly payment through July 2018)_____
Total amount outstanding as of 9/25/18: $4,439,000_(principal only to HUD)_____
Purpose: Acquisition and Improvements of Hotel

2. Assignment of City of Green Bay Tax Increment Financing Grant Documents

Debtor: Buyer
Lender: City of Green Bay
Original Principal Amount: $2,500,000
Interest Rate: _3.07%_____
Total Disbursed as of 9/25/18: $2,500,000_____
Total Interest as of 9/25/18: N/A____
Total amount outstanding as of 9/25/18: $0_____
Purpose: Acquisition and Improvements of Hotel

3. Assignment of City of Green Bay WEDC Community Development Investment Loan Documents

Debtor: Buyer
Lender: City of Green Bay
Original Principal Amount: $500,000
Interest Rate: ___N/A_____
Total Disbursed as of 9/25/18: $0_____
Total Interest as of 9/25/18: $0_____
Total amount outstanding as of 9/25/18: _N/A_____
Purpose: Acquisition and Improvements of Hotel

B. PAYMENT OF PERIODIC REQUIRED PAYMENTS AND TRANSACTION FEES

[See HUD repayment schedule]

C. FUNDS HELD IN RESERVE

The amount of $516,000 relating to the City of Green Bay, Section 108 HUD Loan, shall be held in a reserve account located at Huntington or shall be transferred to Buyer's designated account (account information to be provided by Buyer upon establishment of account).

[Signature pages follow]
[Remainder of Page Intentionally Left Blank]

COUNTERPART SIGNATURE PAGE
HOTEL NORTHLAND FLOW OF FUNDS MEMORANDUM

The undersigned hereby authorize and approve the transfers set forth in the Hotel Northland Asset Purchase Flow of Funds Memorandum.

BUYER:

304 NORTH ADAMS GREEN BAY, LLC,
By Greenwood Hospitality GB, LLC, its Managing Member

By:_____
Thomas Conran, Manager

COUNTERPART SIGNATURE PAGE
HOTEL NORTHLAND FLOW OF FUNDS MEMORANDUM

The undersigned hereby authorize and approve the transfers set forth in the Hotel Northland Asset Purchase Flow of Funds Memorandum.

LENDER:

THE CITY OF GREEN BAY

By:_____
James J. Schmitt, Mayor

By: _____
Kris Teske, Clerk

ALLONGE TO PROMISSORY NOTE

THIS ALLONGE is attached to and made a part of that certain Promissory Note dated December 14, 2015, made by Hotel Northland LLC, a Wisconsin limited liability company ("Assignor") in favor of the City of Green Bay, a Wisconsin municipal corporation ("City"), in the original stated principal amount of $4,700,000.00 (the "Note"). Assignor hereby endorses the Note to **304 North Adams Green Bay, LLC**, a Delaware limited liability company (hereinafter "Assignee"), effective as of June 1, 2018 pursuant to the Assignment and Assumption Agreement executed as of that date. Assignee hereby endorses and accepts the obligations as borrower under the Note, including all terms required by the HUD Note identified therein and any and all amendments thereto. By signing this Allonge, Lender acknowledges and consents to this assignment.

Dated as of September 21, 2018.

HOTEL NORTHLAND LLC

By: _____
Paul G. Swanson, in his capacity as the duly
appointed Chapter 128 Receiver

[Signature page continues.]

304 NORTH ADAMS GREEN BAY, LLC

By: Greenwood Hospitality GB, LLC,
its Managing Member

By:_____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of September 2018, the above named Thomas Conran , a Manager of Greenwood Hospitality GB, LLC, the managing member of 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

[Signature page continues.]

CITY OF GREEN BAY

By:_____
James J. Schmitt, Mayor

Attest:_____
Kris Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT ("Mortgage") is ~~given as of _____, 2015 by HOTEL NORTHLAND LLC, a Wisconsin limited liability company, which has a mailing address of 1237 West Bruce Street, Milwaukee, WI 53204 ("Borrower"),~~ made as of the ___ day of September, 2018, by 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company having, registered to do business in Wisconsin, its principal place of business at 304 N. Adams Street, Green Bay, WI 54301 ("Mortgagor"), to THE CITY OF GREEN BAY, a Wisconsin municipality, which has an office at 100 North Jefferson Street, Room 200, Green Bay, Wisconsin 54301 ("Lender").

~~**RECITALS**~~

~~A. Borrower has executed and delivered to Lender a promissory note dated the date of this Mortgage which is made payable to the order of Lender in the stated principal amount of $4,700,000 and which bears interest until paid (the "Note").~~

~~B. Lender has agreed to make a loan to Borrower in the principal amount of the Note (the "Loan").~~

W I T N E S S E T H:

WHEREAS, Lender entered into a Loan Agreement with Hotel Northland, LLC ("Debtor") on December 14, 2015 (the "Original Loan") in the original principal amount of $4.7 Million. The Original Loan was secured by a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated December 14, 2015 in the original principal amount of the Original Loan (the "Original Mortgage"). The Original Mortgage covered the premises located at 304 and 330 N. Adams Street in Green Bay, Wisconsin ("Premises") and was recorded with the Brown County Register of Deeds on December 16, 2015 as Document No. 2728699.

WHEREAS, On August 23, 2017, Debtor was placed into a receivership by the filing of a court action by Octagon Credit Partners, LP, by Octagon Finance, LLC ("Bridge Lender"), Case No. 17-CV-1133 (the "Receivership"). On October 9, 2017, the Court appointed Paul G. Swanson, as receiver ("Receiver"), over all the assets of Debtor.

WHEREAS, On May 24, 2018, the Court approved the purchase and sale of the Premise and all assets of Hotel Northland, LLC by Borrower. As part of this sale, the Court also approved the purchase and assignment of the Original Loan, the Original Mortgage and other collateral documents.

WHEREAS, as evidence of the terms of payment relating to the assumptions of the Loan, Mortgagor has executed and delivered to Lender an Allonge to that certain Promissory Note in the aggregate original principal amount of the Loan (collectively, the "Note");

~~C.Borrower owns~~ WHEREAS, Mortgagor is required by the terms of the Loan Agreement to secure performance of the Obligations under the Loan Agreement with a mortgage on the real property described on the attached Exhibit A (the "Premises")~~.~~;

WHEREAS, this Mortgage is intended to amend and restate the Original Mortgage in its entirety;

~~D.~~WHEREAS, THE PREMISES ARE NON-HOMESTEAD PROPERTY~~.~~; and

~~E.This~~ WHEREAS, THIS MORTGAGE SECURES OBLIGATIONS INCURRED FOR THE CONSTRUCTION OF IMPROVEMENTS ON LAND AND IS THEREFORE A CONSTRUCTION MORTGAGE AS THAT TERM IS USED IN §706.11 OF THE WISCONSIN STATUTES.

~~F.~~WHEREAS, THIS IS IN PART A REFINANCE OF A PURCHASE MONEY MORTGAGE.

AGREEMENTS

NOW, THEREFORE, in consideration ~~for~~ of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which ~~Borrower~~ Mortgagor acknowledges:

1. GRANT OF MORTGAGE. ~~Borrower~~ Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Lender, to secure all of the Obligations, as defined below, all of ~~Borrower's~~ Mortgagor's estate, right, title and interest in and to the following (collectively, the ~~'~~"Property"): (a) the Premises; (b) all privileges, ~~hereditaments~~hereditatments, appurtenances, rents, leases, issues and profits from and to the Premises; (c) all existing and future buildings, improvements, personal property, fixtures and equipment located at or on the Premises, including the Collateral, as defined below; and (d) all awards and payments to which ~~Borrower~~ Mortgagor is entitled at any time from insurance or the exercise of the right of eminent domain in connection with the Premises or the Collateral.

2. SECURITY AGREEMENT. This Mortgage constitutes a security agreement as defined in the Uniform Commercial Code Secured Transactions (the "Code"). ~~Borrower~~ Mortgagor grants to Lender a security interest, as defined in the Code, in the property described on Exhibit ~~C~~ B and all replacements and substitutions for, additions and accessions to, and proceeds from such property (collectively, the "Collateral"). At Lender's sole option, the Collateral shall be regarded as part of the Premises at all times, for all purposes and in all proceedings (both legal and equitable), irrespective of whether such item is physically attached to the Premises or any such item is referred to or reflected in a financing statement and Lender may have the Collateral deemed part of the Premises upon any foreclosure of the Premises.

3. FINANCING STATEMENT. THIS MORTGAGE IS AND SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING for all of the Collateral that is, or that becomes, fixtures. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Premises are situated. Information concerning the security interest created by this instrument may be obtained from Lender, as secured party, as that term is used in the Code, at its address set forth in the first Section of this Mortgage. The address of ~~Borrower~~Mortgagor, as debtor, as that term is used in the Code, is also set forth in the first Section of this Mortgage. ~~BORROWER~~ MORTGAGOR AUTHORIZES LENDER TO FILE ONE OR MORE FINANCING STATEMENTS THAT DESCRIBE THE COLLATERAL AND ALL NECESSARY AMENDMENTS AND

CONTINUATION STATEMENTS TO SUCH FINANCING STATEMENTS, BUT SUCH AUTHORIZATION SHALL NOT BE CONSTRUED AS A REQUIREMENT THAT ANY SUCH FINANCING STATEMENT IS REQUIRED TO PERFECT A SECURITY INTEREST IN ANY ASSETS, THE PERFECTION OF WHICH MAY BE ACCOMPLISHED THROUGH FILING WITH THE OFFICE OF THE ~~REGISTERED~~ REGISTER OF DEEDS IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

4. ASSIGNMENT OF AND ENTITLEMENT TO RENTS AND LEASES. ~~Borrower~~ Mortgagor grants, transfers and assigns to Lender, with right of reassignment, all of ~~Borrower's~~ Mortgagor's rights, title and interest in, under and to any and all of the following: (a) all leases now or hereafter entered into, whether oral or written ~~that~~ , which demise any portion of the Premises, together with any and all extensions and renewals of such leases~~, including a certain Master Lease between Borrower and Hotel Northland Master Tenant LLC dated _____, 2015 (the "Master Lease", and~~ (collectively, the "Leases"); (b) all security deposits and guarantees of the obligations of the tenants under the Leases (individually a "Tenant" and collectively the "Tenants"): (c) the immediate and continuing right to collect and receive all rents, income, payments and profits arising out of all or any part of the Leases and the Premises (the "Rents~~!~~"); (d) the right to all proceeds payable to ~~Borrower~~ Mortgagor pursuant to any purchase option on the part of any and all of the Tenants; and (e) all payments derived from any of the foregoing including, but not limited to, claims for and proceeds from (i) the recovery of damages done to the Premises or for the abatement of any nuisance existing on the Premises; (ii) damages resulting from any default under the Leases, whether resulting from acts of insolvency or acts of bankruptcy or otherwise; (iii) lump sum payments for the cancellation of any of the Leases or the waiver of any obligation or term of any of the Leases prior to any expiration date; and (iv) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded. The assignment described in this Section (the "Rents Assignment") is made for the purpose of securing the Obligations, as defined below. The Rents Assignment shall constitute a perfect, absolute and present assignment, provided ~~Borrower~~ Mortgagor shall have the right to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the Rents and to exercise all other rights (except as limited by this Assignment) and fulfill all other obligations under the Leases unless and until the occurrence of an Event of Default. Nothing contained in the Rents Assignment and no actions taken pursuant to the Rents Assignment, including acts or omissions after an Event of Default, shall be construed as constituting Lender a "Mortgagee in Possession" or "in control" of ~~Borrower~~Mortgagor.

5. ASSIGNMENT OF OTHER CONTRACTS. ~~Borrower~~ Mortgagor grants, transfers and assigns to Lender, with right of reassignment, all of ~~Borrower's~~ Mortgagor's rights, title and interest in, under and to any and all of the following that now exist or that exist at any time prior to the final satisfaction of the Obligations, as defined below (collectively, the "Contracts"): (a) property management contracts for any or all of the Property; (b) contracts between ~~Borrower~~ Mortgagor and any architects and engineers pertaining to the design and construction of improvements to the Property, including such contracts described in the ~~construction loan agreement~~ Loan Agreement between ~~Borrower~~ Mortgagor and Lender dated as of the date of this Mortgage, and all plans, specifications, drawings and design documents, including all addenda, modifications, change orders and amendments; (c) all construction contracts, subcontracts and material supply contracts pertaining to the design and construction of improvements to the Property~~, including such contracts described in the construction loan agreement between Borrower and Lender dated as of the date of this Mortgage~~; and (d) all leasing

and other similar contracts with agents that relate to the rental or operations of the Property. The other parties to the Contracts, including without limitation any property manager, architect, engineer, contractor, subcontractor, material supplier, leasing agent or other agent, are collectively referred to in this Mortgage as the "Other Contract Parties." This assignment shall include all permits, licenses, approvals, certificates and consents issued prior to, on or after the date of this Mortgage by any governmental or private authority or agency which relate to the Premises, the construction of any improvements to the Property or the Contracts and all payments derived from any of the Contracts including, but not limited to, claims for and proceeds from (i) the recovery of damages done to the Premises or for the abatement of any nuisance existing on the Premises; (ii) damages resulting from any default under any of the Contracts, whether resulting from acts of insolvency or acts of bankruptcy or otherwise; (iii) lump sum payments for the cancellation of any of the Contracts or the waiver of any obligation or term of any of the Contracts prior to any expiration date; (iv) rights under any payment or performance bonds assuring payment or performance of any of the ~~Contacts~~Contracts; and (v) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded. The assignment described in this Section (the "Contracts Assignment") is made for the purpose of securing the Obligations, as defined below. The Contracts Assignment shall constitute a perfect, absolute and present assignment, provided ~~Borrower shall have the right to~~ Mortgagor may receive and exercise all of the rights, benefits and privileges under the Contracts so long as no Event of Default has occurred. Nothing contained in the Contracts Assignment and no action taken pursuant to the Contracts Assignment, including acts or omissions after an Event of Default, shall be construed as constituting Lender a "Mortgagee in Possession" or "in control" of ~~Borrower~~Mortgagor.

6. OBLIGATIONS. ~~Borrower~~ Mortgagor grants this Mortgage to secure the Obligations, as further defined below, which include but are not limited to all of the following:

(a) Note. Payment of the amounts described in the Note as extended or modified from time to time.

(b) Other Payments. Payment of all other sums, together with interest~~-~~, including, but not limited to any related documents currently existing or that may be entered into in the future by Mortgagor and Lender, as they become due and payable to Lender under the "Loan Documents" which, for purposes of this Mortgage, include this Mortgage~~,~~ and the Loan Agreement ~~between Lender and Borrower of~~ , dated on even date herewith, the Note~~-~~, and all other documents ~~which~~that, at any time, secure or provide evidence for ~~Borrower's obligation~~ Mortgagor's obligations under the Note or this Mortgage or ~~which~~ that are executed or submitted by an Obligor, as defined below, in connection with the Loan, including all extensions, modifications and renewals of such documents.

(c) Other Obligations. Performance and discharge of each and every one of the Obligors' obligations, covenants and agreements described in the Loan Documents.

(d) Costs of Collection. All ~~cost~~ costs and expenses to collect and enforce any and all of the Obligations, including reasonable attorneys' fees and expenses.

7. PRESENT AND FUTURE ADVANCES. "Obligor," as used in this Mortgage, includes, without limitation, ~~Borrower~~ Mortgagor and all makers, co-makers, endorsers and guarantors of any of the Obligations. "Obligations," as used in this Mortgage, includes, without

limitation, all of the debt, obligations and liabilities of whatever nature or amount, as extended, renewed, modified or amended from time to time, arising out of credit or other financial accommodations previously granted, contemporaneously granted or granted in the future by Lender to or at the request of any Obligor, and all covenants, conditions and agreements contained in the Loan Documents and in all other documents which provide evidence for, secure or relate to any of the foregoing and, to the extent not prohibited by law, costs and expenses to collect and enforce the Obligations, including reasonable attorneys' fees and costs. This Mortgage shall continue to be a lien on the Property, as defined below, while any Obligation remains unpaid, regardless of when any Obligation arises, until such time as this Mortgage is released or satisfied of record. Because this Mortgage secures all Obligations of all Obligors to Lender, this Mortgage may secure Obligations in a greater dollar amount than the amount set forth above. The amount set forth above is not necessarily, at any time, the actual amount of the Obligations due to Lender and secured by this Mortgage.

8. REPRESENTATIONS AND WARRANTIES. ~~Borrower~~ Mortgagor represents and warrants to Lender that, as of the date of this Mortgage and at all times until Lender has been fully repaid, the following representations and warranties are and shall remain true and correct:

(a) Title to the Property. ~~Borrower has clear and marketable title to~~ Mortgagor has ownership and control of the Property except only for (i) liens and security interests in favor of Lender; (ii) the items described on the attached Exhibit ~~B~~ C (collectively, the "Permitted Encumbrances"); and (iii) leasehold interests of third-parties ~~that Borrower~~ Mortgagor has specifically identified to Lender ~~in a current rent roll as of the date of this Mortgage~~. ~~Lender does not, by~~ By acknowledging the existence of any such leasehold interest, Lender does not agree ~~that~~ Lender will not or cannot foreclose any such leasehold interest at the time of the foreclosure of this Mortgage except [1] ~~for residential leases to the extent such foreclosure is restricted by law; [2]~~ to the extent Lender and the tenant have entered into a separate non-disturbance agreement; or [~~3~~2] as otherwise restricted by law. The parties acknowledge and agree that this Mortgage is subordinate in priority to the Permitted Encumbrances noted on attached Exhibit C.

(b) Title to the Collateral.

(i) ~~Borrower~~ Mortgagor is the true and lawful owner of the Collateral.

(ii) No lien, charge, security interest or encumbrance, other than the Permitted Encumbrances, affects or has attached to the Collateral.

(iii) No financing statement other than financing statements in favor of Lender and financing statements that are Permitted Encumbrances, which covers any of the Collateral, is on file in any public office.

(c) Environmental. With the respect to the Property, on and after June 1, 2018, to Mortgagor's knowledge:

(i) To the best of ~~Borrower's~~ Mortgagor's knowledge after due inquiry, no real or personal property that secures the Obligations, including the Property, has ever been used either by previous owners or occupants or by ~~Borrower~~ Mortgagor or any other current occupant to generate, manufacture, refine, transport, treat, store, handle or dispose

of any toxic material, hazardous substance or hazardous waste other than Permitted Substances, as defined below, no such material, substance or waste other than Permitted Substances currently exists on the Property and no such material, substance or waste (including Permitted Substances) currently exists in the Property's soil or groundwater.

(ii) To the best of ~~Borrower's~~ Mortgagor's knowledge after due inquiry, no portion of the improvements on any real property that secures the Obligations, including the improvements on the Property, has been constructed with asbestos, asbestos-containing materials or urea formaldehyde insulation, and no portion of the improvements on the Property has been constructed with any other chemical or substance, other than Permitted Substances, which has been determined to be a hazard to health or the environment.

(iii) To the best of ~~Borrower's~~ Mortgagor's knowledge after due inquiry, there are no electrical transformers or other equipment ~~which~~ that have dielectric fluid-containing polychlorinated biphenyls (PCB's) located ~~in~~on or, ~~on~~ to the best of Mortgagor's knowledge in or under any real property that secures the Obligations, including the Property (the materials, substances and wastes, excluding Permitted Substances, described in Subsections (i), (ii) and (iii) are collectively referred to as "Hazardous Substances").

(iv) To the best of ~~Borrower's~~ Mortgagor's knowledge after due inquiry, no real property that secures the Obligations, including the Property, has ever contained any underground storage tanks.

(v) No Obligor has received or has any knowledge of any summons, citation, directive, letter or other communication, written or oral, from any federal, state or local governmental authority concerning [1] the existence of Hazardous Substances on or in the immediate vicinity of any real or personal property that secures the Obligations, including the Property, or [2] any intentional or unintentional action or omission on the part of ~~Borrower~~Mortgagor, any Obligor or any occupant of the Property resulting in the disposal, releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances onto any real property that secures the Obligations, including the Property, or into waters or other lands.

The parties acknowledge and agree that Mortgagor acquired the Property on June 1, 2018 and any and all representations and warranties with respect to this Section 8(c) relate only to the status of the Property as of the date of acquisition, and all conditions noted in that certain Supplemental Inspection dated August 27, 2018, attached hereto as Exhibit D, shall be deemed pre-existing conditions that existed prior to Mortgagor's ownership. Any terms used in this Subsection or in any other provisions of this Mortgage that deal with environmental matters ~~which are~~ defined in federal, state or local statutes or regulations shall have the meanings ascribed to such terms in such statutes and regulations. Additionally, as used in this Mortgage, "Permitted Substances" means toxic materials, hazardous substances and hazardous wastes that are used, sold, handled, stored, transported and disposed of in compliance with all applicable laws and are either typically and lawfully used or sold by ~~Borrower~~ Mortgagor or the Tenants and others in their industries and are necessary or desirable for ~~Borrower's~~ Mortgagor's or the Tenants' ongoing operations and sales or currently are typically and lawfully used in the maintenance or management of, or construction of improvements to, properties such as the Property.

(d) Leases and ~~Rents~~Rent.

(i)~~Borrower~~ Mortgagor has full right, power and authority to make the Rents Assignment, ~~Borrower~~ Mortgagor has obtained all necessary consents to the Rents Assignment and neither the Rents Assignment nor any exercise by Lender of its rights under the Rents Assignment constitutes a breach under any of the Leases.

(ii)~~Borrower~~ Mortgagor is now the absolute owner of the lessor's right under the Leases, with full right and title to assign the Leases and the Rents.

(iii) ~~Borrower~~ Mortgagor has not performed any act or executed any instrument ~~which~~ that might prevent Lender from operating under any of the terms and conditions of the Rents Assignment, or ~~which~~ would limit Lender in such operation.

(iv) The Leases are valid, are in full force and effect and have not been modified or amended.

(v)~~Borrower~~ Mortgagor has not entered into any outstanding assignments or pledges of the Leases or the Rents.

(vi) Except as specifically disclosed to Lender in writing, there are no existing defaults under the provisions of the Leases on the part of any party to the Leases, and there has been no act or omission that would constitute such a default on the giving of notice or the passage of time or both.

(vii) None of the Rents have been waived, anticipated, discounted, compromised or released, except as otherwise permitted in this Mortgage.

(viii) None of the Tenants has any defenses, set-offs or counterclaims against ~~Borrower~~Mortgagor.

(e) Contracts.

(i)~~Borrower~~ Mortgagor has full right, power and authority to make the Contracts Assignment, ~~Borrower~~ Mortgagor has obtained all necessary consents to the Contracts Assignment and neither the Contracts ~~Assignments~~ Assignment or any exercise by Lender of its rights under the Contracts Assignment constitutes a breach under any of the Contracts currently in effect (the "Current Contracts").

(ii)~~Borrower~~ Mortgagor has provided true and correct copies of all of the Current Contracts to Lender.

(iii)~~Borrower~~ Mortgagor has not performed any act or executed any instrument which might prevent Lender from operating under any of the terms and conditions of the Contracts Assignment, or which~~-~~, to the best of Mortgagor's knowledge, would limit Lender in such operation.

(iv) The Current Contracts are valid, are in full force and effect and have not been modified or amended.

(v)~~Borrower~~ Mortgagor has not entered into any outstanding assignments or pledges of the Contracts.

(vi) Except as specifically disclosed to Lender in writing, there are no existing defaults under the provisions of the Current ~~Contacts~~ Contracts on the part of any party to the Current Contracts, and there has been no act or omission that would constitute such a default on the giving of notice or the passage of time or both.

(vii) None of the Other Contract Parties has any defenses, set-offs~~,~~ or counterclaims against ~~Borrower~~Mortgagor.

(viii) None of the Other Contract Parties has any claims for payments in connection with the Current Contracts except as described in the Current Contracts.

(f) Enforceability of Loan Documents.

(i) Each Obligor has the legal power and authority to execute, deliver and perform the Loan Documents each has signed.

(ii) The Loan Documents have been duly executed by all appropriate parties.

(iii) Each of the Loan Documents is a valid, binding and legally enforceable obligation of the Obligor signing it in accordance with its terms.

(iv) The execution, delivery and performance of the Loan Documents and the creation of liens in the Loan Documents do not require the further consent or approval of any governmental body or other regulatory authority and do not violate or conflict with any law, rule, regulation, order, writ, judgment, decree, determination or award currently in effect ~~by~~ to which ~~any~~ an Obligor or ~~any~~ an Obligor's property is bound or any agreement, indenture or undertaking to which an Obligor is a party or by which an Obligor or any Obligor's properties may be bound or affected.

(v)~~Borrower~~ Mortgagor believes that Lender has acted in good faith in the negotiation of the Loan Documents.

(vi) There are no oral agreements or understandings, or written agreements or understandings that predate this Mortgage, by or between Lender and any Obligor, or any usage of trade or course of dealing among the parties that would, in any case, define, qualify or supplement the terms of any of the Loan Documents.

(g) Entity Matters.

(i) Borrower [1] is a limited liability company [2] duly organized and existing under the laws of the State of Delaware, and registered to do business in the State of Wisconsin; [3] in good standing to do business in the State of Wisconsin; [4] has not been administratively dissolved or filed articles of dissolution; [5] has not taken any action which would cause it to dissolve or failed to take any action if such failure would require its dissolution; [6] has the power, authority, right and franchises to own property and to carry on its business as now conducted; and [7] is duly qualified and in good standing in each state in which the character of the properties owned by it, or the conduct of its business, makes such qualification necessary.

(ii) The execution, delivery and performance of the Loan Documents are duly authorized and do not violate or conflict with any term or provision of its organizational document.

(h) Other Agreements in Favor of Lender.

(i) All representations, warranties and certifications in the Loan Documents are true and correct.

(ii) No Event of Default exists or would exist upon the giving of notice or the passage of time or both or will exist in the future.

(iii) The representations made in ~~Borrower's application for the Loan~~ Mortgagor's proposed amendments and restatements to the Loan, including all supporting documents, were at the time given and remain true and correct in all material respects.

(i) Litigation. ~~No litigation~~Other than claims subject to administration in the Receivership, ~~arbitration or other proceeding is pending~~ to the best of Mortgagor's knowledge, there are no claims, arbitration or other proceeding existing or threatened involving any Obligor or any Obligor's property or otherwise affects any Obligor or any Obligor's property; other than Hotel Northland, LLC, no Obligor is the subject of any voluntary or involuntary bankruptcy, insolvency or receivership proceedings~~; no Obligor~~ , has made an assignment for the benefit of creditors~~; and no Obligor~~ or is in default under any order, writ, injunction or decree of any court or governmental regulatory authority.

(j) Other Delinquencies.

(i) No Obligor is, or would be upon the giving of notice or the passage of time or both, in default of a material provision of any agreement, instrument, order, writ, judgment or decree to which an Obligor is a party or to which an Obligor or an Obligor's property is bound or affected.

(ii) No Obligor has delinquent income, payroll, sales, real estate or personal property taxes owing any governmental entity or agency, and each Obligor has timely filed all federal, state, and local tax returns. No tax liens or judgments exist which would result in a lien attaching to any of the Property.

(k) Changes. Since ~~Borrower's application for the Loan~~ Mortgagor's assumption of the Loan Documents, there has been no:

(i) Unremedied substantial adverse change in the financial or other condition of an Obligor, and ~~Borrower~~ Mortgagor has and shall have the ability to repay Mortgagor's obligations to Lender.

(ii) Change, if ~~Borrower~~ Mortgagor is an entity, in the ownership of ~~Borrower~~ Mortgagor (including the number of identity of its owners or their percentage of ownership), and ~~Borrower~~ Mortgagor's management (officers, directors and the like) or in the form of ~~Borrower~~ Mortgagor's business organization.

(iii) Material change in the operation of ~~Borrower~~ Mortgagor, including the type of business operated by ~~Borrower~~ Mortgagor.

~~(l~~(k) Zoning. The Property complies with all zoning and other governmental permit requirements and is zoned for the use to which ~~Borrower~~ Mortgagor intends to put it.

(~~m~~l) Name. The name specified for ~~Borrower~~ Mortgagor in this Mortgage and each other of the relevant Loan Documents is the complete and correct legal name of ~~Borrower. If Borrower is one or more individuals, each name so specified for Borrower is the complete and correct name (other than one or more middle initials may have been substituted for one or more middle names) either specified on Borrower's birth certificate or given to Borrower at the time of any legal name change.~~the Mortgagor.

~~(n~~(m) Generally. Each Obligor has disclosed to Lender all material information available to such Obligor that is necessary to assure that the representations and warranties made in this Mortgage are not misleading.

9. AFFIRMATIVE COVENANTS. From the date of this Mortgage until payment in full of the Note, unless Lender otherwise gives its advance written consent, ~~Borrower~~ Mortgagor shall, at ~~it~~ its sole cost and expense:

(a) Payment and Performance.

(i) Pay all sums due under the Loan Documents when and as they become due and payable in accordance with the terms of the Loan Documents.

(ii) Cause each Obligor to comply with all covenants and agreements in the Loan Documents.

(iii) Cause each Obligor to ensure that the certifications and representations set forth in the Loan Documents are and remain true and correct at all times, as if given from time to time, during the term of the Loan.

(b) Loan Documents. Execute and deliver from time to time to Lender all other conveyances and instruments as Lender requests to ensure that the Property is subject to the lien of this Mortgage on the public record.

(c) Escrows. If and when requested by Lender according to the Loan Documents or after the occurrence of an Event of Default, pay:

(i) In escrow to Lender an amount (either in single payment, monthly fractional payments, or a combination of such payments, at Lender's option) Lender estimates to be sufficient to enable Lender to pay at least 30 days before they become due [1] all taxes, ~~assessment~~assessments, and other similar charges levied against the Property, [2] all insurance premiums on any required policy or policies of insurance under this Mortgage, and [3] all premiums for any mortgage guaranty insurance, if any of the Obligations are guaranteed by such insurance.

(ii) To Lender, upon demand, such additional amounts as are necessary to allow these items to be paid in full when due.

(iii) Any amount by which the actual taxes or insurance premiums exceed the amount collected in escrow by Lender.

Lender may commingle escrowed funds with Lender's general funds. No interest shall be paid on escrowed funds. Lender shall not be obliged to make payments from any escrow account more than once a year. Lender may make such payments by delivering a check to ~~Borrower~~ Mortgagor which is made payable to the order of the appropriate tax collecting authority or official or insurer. Lender shall have no liability for ~~under-estimating~~ underestimating any escrowed amounts.

(d) Condition and Repair. Keep the Property in good usable condition and repair, restore or replace damaged, obsolete or destroyed improvements and fixtures, pay all bills for repairs and replacement and any and all expenses related to the Property so that no lien may be created against the Property, and exhibit upon demand, at ~~Lenders~~ Lender's office, evidence of such payment.

(e) Ordinances. Comply with all laws, ordinances and regulations that affect the Property.

(f) Lien. Keep the Property free from all liens and encumbrances except Permitted Encumbrances or as otherwise specifically provided in this Mortgage~~,~~.

(g) Collateral.

(i) Use the Collateral solely for business purposes, either for ~~Borrower's~~ Mortgagor's own use or as the equipment and furnishings leased or furnished by ~~Borrower~~Mortgagor, as landlord, to tenant of the Premises.

(ii) Keep the Collateral on the Premises or at other locations preapproved in writing by Lender.

(iii) From time to time provide Lender on written request with itemizations of all of the Collateral, and such itemizations shall describe the location of the Collateral.

(iv) On written demand, deliver to Lender all financing ~~statement~~ statements and other documents ~~which~~ Lender requires from time to time to establish, perfect and continue perfection of Lender's security interest in the Collateral and to protect the priority of Lender's security interest.

(v) Give advance written notice of any proposed change in ~~Borrower's~~ Mortgagor's name, identity, principal place of business, state of organization or structure, only make such a change with the advance written consent of Lender and execute and deliver to Lender prior to or concurrently with such change all additional financing statements and other documents that Lender requires in connection with such change.

(vi) Pay all expenses of renewing the financing statements of record if any such financing ~~statements~~ statement shall expire by reason of statutory law prior to the termination of this Mortgage.

(h) Environmental.

(i) Comply and cause all users and occupants of the real and personal property that secures the Obligations, including without limitation the Property, to comply with all federal, state and local laws, rules, regulations and orders with respect to the use, discharge, generation, removal, transportation, storage and handling of Hazardous Substances, underground storage tanks and other environmental matters, immediately remove any Hazardous Substances other than Permitted Substances discovered on the real or personal property, or both, that secures the Obligations, including without limitation the Property, and pay or cause to be paid all costs associated with such removal.

(ii) Commence and diligently pursue such actions in a manner allowed by law that are necessary to remove any Hazardous Substances, other than Permitted Substances, that are found at any time to exist on the real or personal property, or both, that secures the Obligations, including without limitation the Property, or in the soil or groundwater of any such real property.

(iii) Keep all real and personal property that secures the Obligations, including without limitation the Property, free of any lien imposed pursuant to any federal, state or local law, rule, regulation or order in connection with the existence of Hazardous Substances or underground storage tanks.

(iv) Notify Lender at any time ~~it~~ Mortgagor learns, believes or ~~suspect that~~ suspects there may be Hazardous Substances in or around any of the real or personal property that secures the Obligations, including without limitation~~-~~, the Property.

(v) Cure the cause of any summons, citation, directive, letter or other written communication, written or oral, concerning any environmental matter issued by any federal, state or local governmental authority to any Obligor related to any real or personal

property, or both, that secures the Obligations, including without limitation the Property, during the period described in such communication.

(i) Leases.

(i) ~~Faithfully abide~~ Abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by ~~Borrower~~Mortgagor.

(ii) Use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Tenant.

(iii) Deliver to Lender, upon written request, executed copies of any and all other and future leases upon all or any part of the Premises.

(iv) Make, execute and deliver to Lender upon written demand, and at any time or times, any and all assignments and other instruments required by Lender to assign the Leases and the Rents or to carry out the purposes and intents of the ~~Rents~~ Rent Assignment.

(v) Give prompt notice to Lender of any notice received from any tenant of default on the part of ~~Borrower~~ Mortgagor with respect to any of the Leases, together with an accurate and complete copy of any such notice.

(vi) Short of termination of any of the Leases, enforce or secure the performance of each and every material obligation, covenant, condition and agreement of the Leases to be performed by each of the Tenants.

(vii) Appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Leases or the obligations, duties or liabilities of ~~Borrower~~ Mortgagor under any of the Leases, and pay all costs and expenses of Lender, including attorneys' fees, in any such action or proceeding in which Lender, in its sole discretion or as compelled by law, may appear.

(viii) Upon an Event of Default and written demand by Lender, transfer to Lender all security deposits held by ~~Borrower~~ Mortgagor in connection with the Leases. All security deposits transferred to Lender shall become the absolute property of Lender to be applied in accordance with the provisions of the Leases. Lender may hold such deposits without any allowance of interest. Until Lender makes such demand and the deposits are paid over to Lender, Lender assumes no responsibility to the Tenants for such deposits. After such deposits are paid over to Lender, Lender shall be responsible for the return of such deposits to the Tenant which paid such deposit in an amount not to exceed the amount of the deposit received by Lender on the account of each of the Tenants.

(ix) Pay immediately upon written demand all sums expended by Lender pursuant to the Rents Assignment together with interest on such sums according to the rate specified in the Note. Such sums shall be added to the indebtedness and shall be part of the Obligations.

(j) Contracts.

(i) ~~Faithfully abide~~ Abide by, perform and discharge each and every obligation, covenant and agreement of the Contracts to be performed by ~~Borrower~~Mortgagor.

(ii) Use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Other Contract Parties~~.~~,

(iii) Deliver to Lender, upon written request, executed copies of any and all other and future Contracts.

(iv) Make, execute and deliver to Lender upon written demand, and at any time or times, any and all assignments and other instruments required by Lender to assign the Contracts or to carry out the purposes and intent of the Contracts Assignment.

(v) Give prompt notice to Lender of any notice received from any of the Other Contract Parties of default on the part of ~~Borrower~~ Mortgagor with respect to any of the Contracts, together with an accurate and complete copy of any such notice.

(vi) Short of termination of any of the Contracts, enforce or secure the performance of each and every material obligation, covenant, condition and agreement of the Contracts to be performed by each of the Other Contract Parties.

(vii) Include, in all future Contracts, the collateral assignment of such Contract to Lender in accordance with the provisions of an assignment document approved by Lender.

(viii) Include, in all ~~Contacts~~ Contracts between ~~Borrower~~ Mortgagor and any of ~~Borrower's~~ Mortgagor's affiliates, the right of cancellation on 30 days' prior written notice without any claim against the Property.

(ix) Appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any of the Contracts or the obligations, duties or liabilities of ~~Borrower~~ Mortgagor under any of the Contracts, and pay all costs and expenses of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender, in its sole discretion or as compelled by law, may appear.

(x) Pay immediately upon written demand all sums expended by Lender pursuant to the Contracts Assignment together with interest on such sums according to the rate specified in the Note. Such sums shall be added to the indebtedness and shall be part of the Obligations.

(k) Financial Statements~~, Rent Roll and Operating Statements~~ and Information.

(i) Cause, within 120 days after the end of each of ~~Borrower's~~ Mortgager's fiscal years until this Mortgage is satisfied, ~~Borrower~~Mortgager, each guarantor of the Obligations and, if ~~Borrower~~ Mortgager is a partnership, each of ~~Borrower's~~ Mortgager's general partners, to furnish to Lender certified financial statements (including a balance sheet and income statement).

(ii) At the same time, provide to Lender [1] a certified rent roll for the improvements on the Premises and [2] certified operating statements for such improvements which include at least gross income (itemized as to source), operating expenses (itemized), depreciation charges and net income before and after federal taxes.

(iii) Provide, as required by Lender in its reasonable discretion, such rent rolls, financial statements and operating statements to Lender more frequently.

If Lender is not provided with such documents when required, ~~Lender shall have the right,~~ in addition to any other rights and remedies Lender may have, Lender shall have the right to audit the applicable books and records at ~~Borrower's~~ Mortgagor's expense. Such documents shall be in form reasonably satisfactory to Lender. As used in this Subsection, a document is "certified" if it contains, or is appended to, a statement that states that it is true and correct and it is signed by the subject individual personally, a general partner, member or officer of a subject entity, a certified public accounting firm engaged by the subject individual or entity or the subject individual's or entity's property manager. If such statement is executed by a certified public accounting firm or a property manager, it shall be deemed to be made by the subject individual or entity rather than the accounting firm or property manager.

(l) Transactions and Review. ~~Allow~~ Subject only to the notice rights of tenants under the Leases, allow Lender the right at all reasonable hours to inspect the Property and provide to Lender free access to ~~Borrower's~~ Mortgagor's premises for the purpose of such inspection.

(m) Taxes.

(i) Pay, before they become delinquent all taxes, special and other assessments and other charges which are levied or assessed at any time by virtue of any law or assessment against any or all of the following: [1] ~~Borrower~~Mortgagor; [2] the Property; [3] Lender as a result of the Loan (other than ordinary income taxes payable by Lender); [4] Lender's interest in the Property; and [5] the Obligations. If ~~Borrower~~ Mortgagor desires to contest any such taxes, special and other assessments and other charges~~.~~ ~~Borrower~~ , Mortgagor shall nevertheless pay them under protest in the manner provided for by law.

(ii) Upon request or according to any schedule set by Lender, deliver to Lender receipts showing the timely payment of such taxes, assessments and charges.

(n) Insurance.

(i) Keep the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender reasonably requires from time to time by written notice to ~~Borrower~~Mortgagor. Such insurance shall be issued in an amount without co-insurance at least equal to the full value of the Collateral and ~~improvements~~ improvement to the Property.

(ii) Maintain general public liability insurance and worker's compensation insurance with coverages and in amounts as required in the Loan Documents.

(iii) Purchase federal flood insurance in amounts and coverages satisfactory to Lender if, at any time during the term of the Loan FEMA Form 91-93 (or any replacement form) shows that any portion of the Property or other collateral that secures the Loan is located within a special flood hazard area.

(iv) Maintain the foregoing insurance with insurers approved by Lender; pay all insurance premiums when due; ensure that all policies contain a mortgagee loss payable clause (or other clause(s) required by Lender) in favor of Lender in form and content reasonably acceptable to Lender; deposit originals of all insurance policies covering the property with Lender; and promptly give written notice of loss to all insurers and Lender.

(v) Pay to Lender, subject to Section 13, any property insurance proceeds received, directly or indirectly, by an Obligor.

(o) Condemnation Proceeds. Pay to Lender, subject to Section 13, all compensation received for any taking by condemnation proceedings of (including payments in compromise) and damages for any injury to all or part of the Property.

(p) Notice of Default. Give written notice to Lender of an Event of Default within 15 days of learning of such an Event of Default.

10. NEGATIVE COVENANTS. From the date of this Mortgage until payment in full of the Note, unless Lender otherwise gives its advance written consent, an Obligor shall not:

(a) Liens. Create, incur, permit or assume any mortgage, pledge, lien, charge or encumbrance of all or any part of the Property except for the Permitted Encumbrances and other encumbrances specifically allowed by this Mortgage.

(b) Transfers. Permit ~~Borrower~~ Mortgagor to sell (including any installment sale), convey, lease, assign, encumber or otherwise dispose of or transfer, directly or indirectly, all or any part of the Property, whether legal or equitable and whether voluntary or involuntary other than the Master Lease as well as assignments of contracts of ~~Borrower~~ Mortgager to Master Tenant under the Master Lease as reasonably required by Master Tenant to operate hotel operations upon the Premises. Notwithstanding the foregoing, ~~Borrower~~ Mortgagor may enter into leases for tenant space provided such leases are made in the ordinary course of business. As used in this Mortgage, the phrase "in the ordinary course of business" means conduct that occurs before an Event of Default that is commercially reasonable, in accordance with customary leasing and property management practices in the community in which the Premises, are located and intended to enhance the value of the Property.

(c) Control. Without the prior written consent of Lender:

(i) Permit or take any act or make any omission that would have the effect of directly or indirectly changing the ownership or control of ~~Borrower~~Mortgager, including without limitation, if ~~Borrower~~ Mortgager is an entity, the sale (including any installment sale), conveyance, assignment or other transfer by it or any of its equity holders of any equity or voting interest or the issuance of any equity or voting interest of any class or type

by it to any person or entity or entities so as to change the now existing proportionate ownership and control interest of the existing equity holders.

(ii) Obtain any financing which, or any part of which, will be secured by a lien against or assignment of any equity interest in ~~Borrower~~Mortgager.

No consent to any such transfer shall constitute consent to any further such act. Lender may require ~~Borrower~~ Mortgager to pay the entire unpaid balance of the Obligations upon the occurrence of any unpermitted transfer.

(d) Waste. Commit or permit waste upon the Property or do or permit any act which would weaken, diminish or impair the Property.

(e) Alteration or Removal. Except for the alterations contemplated pursuant to ~~that certain~~ the Loan Agreement~~ executed by Borrower and Lender dated as of the date of this Mortgage~~, remove, demolish, or materially alter, or permit the removal, demolition or material alteration of any part of the Property without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, except ~~Borrower~~ Mortgagor may, without prior consent, remove a fixture provided the fixture is promptly replaced with another fixture of at least equal utility and quality.

(f) Collateral. Except as otherwise provided in this Mortgage,

(i) Grant a security interest or otherwise convey any interest, in any of the Collateral to any person or entity other than Lender~~,~~. Notwithstanding the foregoing, until otherwise advised by Lender, ~~Borrower~~ Mortgager may sell inventory that is part of the Collateral, if any, in the ordinary course of business (as defined above) on customary business terms and at usual prices and may collect as Lender's agent the sums due on accounts receivable and contract rights that are part of the Collateral, if any.

(ii) Remove the Collateral from the Premises or other locations preapproved in writing by Lender without the prior written consent of Lender.

(g) Environmental.

(i) Install or permit to be installed or to exist in or on any real or personal property that secures the Obligations, including without limitation the Property, other than Permitted Substances, any asbestos, asbestos-containing materials or urea formaldehyde insulation or any other chemical or any substance ~~that~~ which has been determined to be a hazard to health or the environment.

(ii) Cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of ~~Borrower~~ Mortgagor or any user or occupant of the real or personal property, or both, that secures the Obligations, including~~,~~ without limitation~~,~~ the Property, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any Hazardous Substances onto the real property that secures the Obligations, including without limitation the Premises, or into waters or other lands.

(h) Leases and Contracts. Except in the ordinary course of business (as defined above) and the Master Lease:

(i) Enter into any lease for all or any part of the Premises or any of the Contracts.

(ii) Modify, extend, renew or in any way alter the terms of any of the Leases or the Contracts.

(iii) Terminate or accept a surrender of any of the Leases or the Contracts.

(iv) Anticipate the Rents by more than one month.

(v) Permit any assignment or sublease of all or any part of any interest under any of the Leases or the Contracts.

(vi) Waive, excuse, condone or in any manner release or discharge any of the Tenants or the Other Contract Parties of or from their obligations, covenants, conditions and agreements under their Leases or the Contracts, including the Tenant's obligation to pay the Rent in the manner and at the place and time specified in the Leases.

(vii) Borrow against, pledge, or assign any amount payable under the Leases or the Contracts.

(viii) Consent to a subordination or assignment of the interest of the Tenant under the Leases to any party other than Lender.

(ix) Despite any provision in any of the Leases or the Contracts, transfer or convey fee title to the Premises to any Tenant or any of the Other Contract Parties.

If any of the terms of the Loan Agreement are more restrictive with respect to any of the Contracts, such terms shall prevail over the terms of this Subsection.

(i) Burdensome Agreement. Enter into any agreement or other commitment if the execution, delivery or performance of such agreement or commitment would constitute a breach of any of the covenants or agreements contained in this Mortgage (other than a purchase contract provided that ~~Borrower~~ Mortgagor satisfies the Loan at the time of any sale or a commitment for refinancing if ~~Borrower~~ Mortgagor is able to pay and does pay any prepayment premium or yield maintenance premium required by the Note at the time of the refinancing).

(j) Merger. Consolidate or merge with any other company.

11. REPLACEMENT OF THE COLLATERAL. If ~~Borrower~~, in ~~Borrower's~~ Mortgagor's sound discretion, Mortgagor determines ~~that~~ any item of the Collateral has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Property, ~~Borrower~~ Mortgagor may, at ~~Borrower's~~ Mortgagor's expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided that such removal and substitution shall not impair the operating utility and unity of the Premises. All

substituted items shall be deemed a part of the Premises, and subject to the lien of this Mortgage. Any amounts received or allowed ~~Borrower~~ Mortgagor upon the sale or other disposition of the removed items of Collateral shall be applied first against the cost of acquisition and installation of the substituted items.

12. INSURANCE. Each insurer that provides policies pursuant to the terms of this Mortgage is authorized and directed to make payments for loss directly to Lender unless Lender otherwise agrees in writing. All proceeds from such insurance shall be applied as described in the following Section. In the event of foreclosure of this Mortgage or other transfer of title to the Property, all right, title and interest of ~~Borrower~~ Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee or, at the option of Lender, may be surrendered for a refund; however, Lender's interest shall not be affected by any such transfer.

13. CONDEMNATION AND INSURANCE PROCEEDS.

(a) Notice. ~~Borrower~~ Mortgagor shall give immediate notice to Lender of any material damage to or destruction of all or any part of the Improvements. ~~Additionally, Borrower~~ Mortgagor shall also give Lender immediate written notice of the actual or threatened commencement of any proceedings by any governmental body for the purpose of taking or otherwise affecting by condemnation, eminent domain or otherwise all or any part of the Property, including any easement or any appurtenances to the Premises or the severance of any part of the Premises and consequential damage and change in grade of streets (~~in~~ any such event, a "condemnation"). ~~Borrower shall, with~~ With its notice of condemnation and upon receipt after such notice, Mortgagor shall deliver to Lender copies of any and all papers served in connection with any such proceedings. Any damage or condemnation notice shall describe the nature and extent of such damage, destruction or taking.

(b) Authority to Use Proceeds. Condemnation and insurance proceeds (in either case, the "proceeds") may, at ~~Borrower's~~ Mortgagor's election, be applied to the outstanding principal balance of the Obligations provided ~~that Borrower~~ Mortgagor pays any applicable prepayment premium or yield maintenance premium. Alternatively, if the cost of restoring, replacing, rebuilding or repairing (in any such instance a ~~"repair"~~ repair') any damage to the Property is less than 50% of the cost of replacement of all of the Property, or if less than one-third of the leasable area of the improvements on the Property is condemned or taken by eminent domain, ~~Borrower~~ Mortgagor may elect to use the proceeds to repair the Property provided all of the following are true:

(i) The Improvements can be rebuilt to be substantially similar to those financed to date and can, with the repair and any further construction that will be or were originally anticipated to be paid for out of the proceeds of the Loan, be operated for the purpose ~~utilized~~ used or contemplated prior to such damage, destruction or taking.

(ii) No Event of Default, as defined below, exists or would exist upon the giving of notice or the passage of time or both.

(iii) The appraised value of the Property after the repair will not have been reduced from its appraised value as of the date of this Mortgage or the loan-to-value ratio

for the Loan after completion will be no more than the loan-to-value ratio for the Loan as of the date of this Mortgage.

(iv) Tenants under leases of the Property are acceptable to Lender and provide for sufficient gross annual fixed rental income to cover all annual operating expenses of the Property, including payment of all principal and interest under the Note, and such tenants are obligated to occupy the Property without any abatement or adjustment of annual payment (other than temporary abatement during the period of repair).

(v) Any damage or destruction was not the intentional act of ~~Borrower~~Mortgagor.

(vi) Upon Lender's demand, ~~Borrower~~ Mortgagor deposits with Lender any sums necessary to make up any deficiency between the actual cost of the work and the amount of the proceeds.

~~Borrower~~ Mortgagor shall make its election concerning the proceeds in ~~a~~ written notice to Lender no later than 30 days after ~~Borrower~~ Mortgagor receives notice of such damage or condemnation.

If ~~Borrower~~ Mortgagor does not have the right to elect to repair, ~~Borrower~~ Mortgagor fails to make its election as required or ~~Borrower~~ Mortgagor elects to use the proceeds for repair and any of the foregoing conditions are not met, ~~the proceeds shall be~~then, in Lender's sole discretion, the proceeds shall either be applied to the outstanding principal balance of the Obligations, with any applicable prepayment premium or yield maintenance premium to be paid by ~~Borrower~~Mortgagor, or used to repair the Property in whole or in part.

(c) Assignment of Claims and Power of Attorney. Any and all of the proceeds awarded or payable to the present and all subsequent owners of the Premises (including any award from the United States government or any other governmental body at any time after the allowance of any claim, the ascertainment of the amount of such claim and the issuance of the award for payment of such claim) are assigned by ~~Borrower~~ Mortgagor to Lender. ~~Borrower~~ Mortgagor irrevocably constitutes and appoints Lender as ~~Borrower's~~ Mortgagor's true and lawful attorney-in-fact with full power of substitution for ~~Borrower~~ Mortgagor and in ~~Borrower's~~ Mortgagor's name, place and stead to collect and receive the proceeds, which power shall be deemed coupled with an interest and shall be irrevocable and unconditional. Notwithstanding the foregoing, Lender shall allow ~~Borrower~~ Mortgagor to negotiate settlement of, or make claim for, such claims and proceeds (subject to Lender's reasonable approval of the manner of making and prosecuting such claim and the amount of any settlement), provided no Event of Default, as defined below, exists or would exist upon the giving of notice or the passage of time or both and ~~Borrower~~ Mortgagor uses all reasonable efforts to collect the fair value of such claims; however, all of the proceeds shall be paid to Lender to be disbursed pursuant to this Section.

(d) Repair. If ~~Borrower~~ Mortgagor properly and timely elects to repair the Property, or if the right to elect belongs to Lender pursuant to this Section and Lender elects to have ~~Borrower~~ Mortgagor repair the Property, ~~Borrower~~ Mortgagor shall cause the Improvements to be repaired as nearly as possible to their value, condition and character immediately prior to such damage, destruction or condemnation. Such repair shall be effected promptly. If this is a

construction loan and the damage or condemnation occurs during any construction terms of the Loan, ~~Borrower~~ Mortgagor shall notify Lender if it appears that such repair may delay completion of construction beyond the completion date specified in the Loan Documents. Neither damage to or destruction of the improvements nor condemnation shall excuse a failure to complete the improvements on or before any required completion date unless a delay in completion shall specifically be approved at the time in writing by Lender, which approval shall not be unreasonably withheld.

Any repair shall be done under the supervision of an architect acceptable to Lender and pursuant to specifications approved by Lender. The proceeds shall be held by Lender for such purposes and shall from time to time be disbursed to defray the cost of such repair under such safeguards and controls as Lender reasonably requires to assure completion in accordance with the approved plans and specifications and free of liens or claims. Upon written demand, ~~Borrower~~ Mortgagor shall deposit with Lender any sums necessary to make up any deficiency between the actual cost of the work and the amount of the proceeds and shall provide such lien waivers and completion bonds as Lender reasonably requires. If the proceeds are to be used pursuant to this Section to repair the Property, Lender may~~, upon five days' prior written notice to Borrower,~~ do all acts ~~which Borrower~~ Mortgagor fails or refuses to do and which Lender determines in its reasonable discretion are necessary to accomplish that purpose, including using funds deposited by ~~Borrower~~ Mortgagor with Lender for any purpose and advancing additional funds. All such additional funds shall constitute Obligations.

If the Property is to be repaired, Lender shall return to ~~Borrower~~ Mortgagor any excess of the proceeds above the amount necessary to complete such repairs provided that no Event of Default exists or would occur upon the giving of notice or the passage of time or both.

(e) Application Against Balance. If the proceeds are not to be used to repair the Property: [1] Lender's obligation, if any, to make further advances shall cease; [2] at Lender's option, the Loan shall mature and become immediately due and payable; [3] Lender shall apply the proceeds against the Obligations as described in the Note; and [4] Lender shall return to ~~Borrower~~ Mortgagor any excess of the proceeds above the amount necessary to satisfy the Obligations. ~~Borrower~~ Mortgagor shall pay any applicable prepayment premium or yield maintenance premium at the time of any such application against the Obligations.

14. SUBROGATION. Lender is subrogated to all rights, remedies, claims and liens of any person or Obligor satisfied in whole or part from any portion of the proceeds of any Obligation. Lender is also subrogated to the lien of any mortgage, other lien or security interest discharged in whole or in part by any portion of the proceeds of any Obligation.

15. INDEMNIFICATIONS.

(a) Generally. ~~Borrower~~ Mortgagor shall irrevocably defend, indemnify and hold harmless Lender and its employees, agents, successors and assigns (the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and costs) the Indemnified Parties, or any of them, may or might incur with respect to or in connection with any or all of the following:

(i) The investigation, defense and settlement of claims incurred by, or asserted against, the Indemnified Parties as a result of or in connection with the presence, remediation or removal of any Hazardous Substances on the real or personal property, or both, that secures the Obligations, including without limitation the Property, or as a result of or in connection with other activities prohibited or required in connection with environmental matters.

(ii) The Leases or under or by reason of the Rents Assignment, including without limitation, any and all claims and demands whatsoever which may be asserted against any or all of the Indemnified Parties or the Property by reason of any alleged obligation or undertaking on any of their parts to perform or discharge any of the terms, covenants or agreements contained in the Leases (including claims by any Obligor, the Tenant and others).

(iii) The Contracts or under or by reason of the Contracts Assignment, including without limitation, any and all claims and demands whatsoever which may be asserted against any or all of the Indemnified Parties or the Property by reason of any alleged obligation or undertaking on any of their parts to perform or discharge any of the terms, covenants or agreements contained in the Contracts (including claims by any Obligor, the Other Contract Parties and others).

(iv) Any act or omissions of any Obligor, their assigns, agents or any combination of them.

(b) Satisfaction of Obligations. ~~Borrower~~ To the extent allowed by applicable law, including Chapter 128 of the Wisconsin Statues, Mortgagor shall bear, pay and discharge, as and when they become due and payable, any and all judgments or claims for damages, penalties or other amounts for which the Indemnified Parties become liable, shall hold the Indemnified Parties harmless against all claims, losses, damages, liabilities, costs and expenses and shall assume the burden and expense of defending (with Lender's counsel if Lender so chooses) all ~~suit~~suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the events and occurrences described in this Section.

(c) Survival. THESE ~~INDEMNIFCATIONS~~ INDEMNIFICATIONS ARE SEPARATE AGREEMENTS OF ~~BORROWER~~ MORTGAGOR THAT SHALL SURVIVE ANY TERMINATION, SATISFACTION, ASSIGNMENT OR FORECLOSURE OF THIS MORTGAGE OR THE ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE.

16. INSPECTIONS. ~~Borrower~~ Subject only to any applicable notice rights of tenants under the Leases, Mortgagor authorizes Lender and its employees and agents, and grants them an irrevocable and non-exclusive license, to enter the Property and to make or be made, at ~~Borrower's~~ Mortgagor's expense and in such manner and at such times as Lender may require, inspections, audit and appraisal of (a) books, records and papers in the custody or control of ~~Borrower~~ Mortgagor or others that relate to the financial or business conditions of ~~Borrower~~Mortgagor, any Obligor or any combination of them, including the making of copies of and extracts from such books, records and papers, (b) the assets of ~~Borrower~~Mortgagor, any Obligor or any combination of them, including inspections related to the condition of the Property and (c) the Property for

Hazardous Substances. All related costs of any such inspection, appraisal, test or investigation shall immediately become due and payable to Lender and shall constitute Obligations secured by this Mortgage.

17. EVENTS ~~OP~~ OF DEFAULT. As used in this Mortgage, any one or more of the following shall constitute an Event of Default (in addition to Events of Default defined elsewhere in this Mortgage):

(a) Payments. Any payment required under the Note is not made when due or an Obligor fails to make any other payment Obligation when due and such default is not cured after any required notice and before the expiration of any applicable grace period described in any document which secures or provides for such Obligation.

(b) Representations and Warranties. An Obligor makes a representation or warranty in the Loan Documents, or elsewhere, to Lender which is false or misleading in any material respect when made, or if any such representation or warranty made prior to or contemporaneously with the execution and delivery of this Mortgage proves untrue or misleading in any material respect.

(c) Death. Any Obligor or a surety for any Obligation dies or ceases to exist.

(d) Non-Monetary. Except as otherwise specified in any of the Loan Documents for the breach of any covenant or agreement described in such document, ~~Borrower~~ Mortgager fails to observe or perform or breaches any of the covenants or agreements contained in this Mortgage or any of the Loan Documents and such failure or breach remains uncured for 15 days after written notice to ~~Borrower~~Mortgagor.

(e) Other Agreements with Lender. The breach of any agreement by an Obligor in favor of Lender ~~by an Obligor that~~ which is not cured within any applicable cure period specified in such agreement.

(f) Agreements with Others. The material breach of any agreement in favor of a third party by an Obligor that is cured within any applicable cure period, including any breach of an agreement with any of the Other Lenders as defined in the Loan Agreement.

(g) Leases. A default by ~~Borrower~~Morgager, as landlord, under any lease of all or any part of the Property which is not cured within 30 days after written notice from Lender to ~~Borrower~~Mortgager.

(h) Hazardous Substances. Any Hazardous Substances, other than Permitted Substances, are found at any time to exist on the Property or in its soil or groundwater and ~~Borrower~~ Mortgager fails to commence and diligently pursue such actions as are necessary to remove such Hazardous Substances from the Property in a manner allowed by law.

(i) Government Directives. Any summons, citation, directive, letter or other communication, written or oral, shall be issued by any federal, state or local governmental authority concerning any matter described in Subsection 9(h)(v) or any other matter relating to the condition of the Property and ~~Borrower~~ Mortgagor fails to cure the cause of such communication

during the lesser of (i) the period described in Subsection 17(d) or (ii) the period described in such communication.

(j) Insolvency. Any Obligor (i) makes a general assignment for the benefit of creditors; (ii) admits in writing its, his or her inability to pay debts as they become due; (iii) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceeding; (iv) is adjudicated bankrupt or insolvent; (v) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vi) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding: (vii) seeks consent to or acquiesces in the appointment of any trustee, receiver or liquidator for such Obligor or any material part of its, his or her properties; (viii) suspends its, his or her business or discontinues such business as a going concern; or (ix) is charged with a felony or any serious crime.

(k) Involuntary/Insolvency Proceedings. Any voluntary proceeding is filed by, or involuntary proceeding is filed against, an Obligor seeking any reorganization, bankruptcy, arrangement, composition, readjustment, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

(l) Transfers of the Property. Any breach of Subsection 10(h) of this Mortgage.

18. ACCELERATION AND REMEDIES.

(a) Acceleration. Upon the occurrence of an Event of Default, all Obligations secured by this Mortgage, including all amounts ~~that~~ which may be or have been advanced by Lender to protect the security of this Mortgage ("Advances") shall, at the option of Lender and without further notice, which notice ~~Borrower~~ Mortgagor expressly waives, be immediately due and payable.

(b) Generally. Subject only to any limitations in the Loan Agreement, Lender may enforce or collect such Obligations and Advances in any manner and by the exercise of any remedy available at law or equity now existing or existing at the time of the Event of Default or enforcement including, without limitation, through a suit at law or by a foreclosure of this Mortgage. The judgment or decree in any suit brought to foreclose this Mortgage may include, in the sole discretion of Lender, all of the Obligations, including default interest at the applicable default interest rate described in the Note or other ~~document that provides~~ documents which provide evidence for the ~~Obligation~~Obligations.

(c) Power of Sale. In the event of foreclosure, Lender may cause the Property to be sold at public sale and cause the execution and delivery to the purchaser of one or more deeds of conveyance pursuant to applicable law,

(d) Foreclosure Without Deficiency Judgment. ~~If the Property is~~ The Property is not a one to four family residence ~~that is owner occupied at the commencement of a foreclosure,~~ a farm or a church, or owned by a tax-exempt charitable organization, subject to the provisions of Wisconsin Statutes Section 846.101. ~~Borrower~~ Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Lender, upon

waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate ~~of 20 acres or less six~~ three months after the entry of a foreclosure judgment ~~is entered~~. Lender is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default.

If the Property is not one of the types described in the preceding paragraph, ~~Borrower~~ Mortgager agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Lender is also entitled to all remedies, without limitation, permitted by law that exist either on the date of this Mortgage or at the time of the default.

(e) Collateral. With respect to any part of the Property which constitutes property of the type governed by the Code, Lender shall have all rights~~-~~, options and remedies of a secured party under the Code including, without limitation, the right, ~~upon an~~ in the Event of Default, to the possession of all or part of any such property, and the right~~, upon an Event of Default,~~ to enter, without legal process, any premises where any such property may be found. Any requirement of the Code for reasonable notification, including any intended disposition of the Collateral, shall be met by mailing written notice to ~~Borrower at Borrower's~~ Mortgagor at Mortgagor's last known address at least 10 days prior to the sale or other event for which such notice is required. Lender may give such notice by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the Premises or by private notice. Notice as described in this Subsection shall be deemed commercially reasonable. The expenses of retaking, selling and otherwise disposing of such property, including reasonable attorney fees and legal expenses, shall constitute Obligations and shall be payable upon demand with interest at the interest rate applicable to the Note at the time the expense is incurred.

(f) Lien ~~And~~ and Set-Off of ~~Borrower's~~ Mortgagor's Credit Balances. ~~Borrower~~ Mortgagor grants Lender a security interest and lien, without any limitation, in any property, credit balance, escrow or other money, now or hereafter owed ~~Borrower~~ Mortgagor by Lender, and ~~Lender may,~~ at any time after the occurrence of an Event of Default, without notice or demand, Lender may set off any such property, credit balance, escrow or other money against any Obligations whether due.

(g) Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage or enforce any other remedies of Lender, and without regard to the adequacy or inadequacy of the Property as security for the Obligations, whether waste is being committed or occurring, Lender may seek and the Court may appoint a receiver of the Property (including any homestead interest) to serve without bond and take possession of the Property and collect the Rents and all payments required to be made pursuant to or by virtue of any lease, to hold and apply such funds received as directed by the court, and to exercise such other powers as may be granted until the receivership ceases, including the power to market and sell the Property under the direction of the court.

(h) Authority of Lender to Perform for ~~Borrower~~Mortgagor. If ~~Borrower~~ Mortgagor fails to perform any of the agreements to repair or maintain the Property as set forth in the Loan Documents within 15 days after written notice from Lender, or such shorter period as will be required in the event of an emergency, or if ~~Borrower~~ Mortgagor fails to perform any obligation

in the Loan Documents which is intended to protect the physical condition or ~~Borrower's~~ Mortgagor's or Lender's interest in the real or personal property (or both) securing the Loan, Lender may perform or cause them to be performed by, without limitation, signing ~~Borrower's~~ Mortgagor's name. The repairs or restoration described in this Subsection include without limitation the repair or restoration of any condition requiring repair or restoration under any agreement between Lender and ~~Borrower~~Mortgagor, including covenants in this Mortgage, and removal and remediation of Hazardous Substances. Any amounts paid by Lender pursuant to this Subsection shall bear interest at the appropriate default interest ~~date~~ rate computed from the date of Lender's expenditure to the date of ~~Borrower's~~ Mortgagor's repayment and be secured by this Mortgage. ~~Borrower~~ Mortgagor shall repay on demand any such amount paid by Lender. Lender has no duty to inquire as to the validity of any tax, assessment, or other claim or expense against the Property, and a receipt for payment of any such amount shall be conclusive of the validity and amount of such claim or expense.

(i) Reserve Account. In addition to the Reserve Account as required under the Loan Agreement, as a condition of curing any default under any agreement between Lender and ~~Borrower~~ Mortgagor regarding the condition or repair of the Property, including any such agreement in this Mortgage, Lender may require ~~Borrower~~ Mortgagor to fund a reserve account (the "reserve account," regardless of the type established as described below). The terms of the reserve account shall be:

(i) Generally. ~~After the occurrence of an Event of Default,~~ Lender may hold the reserve account for one or both of the following reasons: [1] to ensure funds are available so ~~Borrower~~ Mortgagor can maintain the Property in the future (such a reserve account being a "Replacement Reserve Account"); or [2] to provide security to protect Lender from similar future default. The reserve account shall be held by Lender in a depository institution selected by Lender, and Lender may commingle these funds with Lender's general funds. The reserve account shall not bear interest. ~~At~~ Mortgagor shall, at the option of Lender, ~~Borrower shall~~ either fund the reserve account with a single payment during the cure period or fund the reserve account with monthly deposits that shall be payable at the time of each regularly scheduled payment to Lender under the Note. The amount of the initial deposit and the subsequent monthly deposit to the reserve account shall be determined by Lender in Lender's reasonable discretion. Lender may from time to time adjust the required deposit amount by giving written notice of such adjustment to ~~Borrower~~Mortgagor.

(ii) Replacement Reserve Account. ~~Borrower~~ Mortgagor may use funds from a Replacement Reserve Account to reimburse ~~Borrower~~ Mortgagor for expenditures Lender approves from time to time. The categories of expenditures that may be reimbursed from the Replacement Reserve Account may be specified in writing by Lender at the time the Replacement Reserve Account is established. If so, Lender shall use its reasonable discretion in approving expenditures that fall within the specified categories. If no such categories are specified in writing, Lender shall have the right, in its sole discretion, to approve or disapprove expenditures to be reimbursed. Funds will be released to ~~Borrower~~ Mortgagor on or before the 15th day (but no more frequently than once per month) of the date Lender receives paid invoices and lien waivers from all contractors, materials suppliers, brokers and agents who have performed work in connection with an approved expenditure, and an advance shall not exceed the amount of such paid invoices. Lender

may, but need not, condition any advance from a Replacement Reserve Account on either or both of the following: (i) an inspection of the repairs or improvement which is found to be satisfactory by a representative of Lender in such representative's reasonable discretion and (ii) Lender's receipt of evidence ~~that Borrower~~ Mortgagor has obtained any and all required approvals from governmental authorities (such as, but not limited to, building permits and required satisfactory inspection reports).

(iii) No Liability. By holding and disbursing funds from a reserve account, Lender shall have no liability or responsibility for repairs, replacements or maintenance of the Property, for interpretation of any construction contract, for the adequacy of the reserve account or any advances from the reserve account to complete the repairs, replacements or maintenance, for inspections during repairs, replacements or maintenance or for any other acts on the part of Mortgagor to be performed ~~by or on behalf of Borrower~~ in connection with the repairs, replacement or maintenance. ~~Borrower~~ Mortgagor shall indemnify and hold Lender harmless from any claim made against Lender (and the costs and attorneys' fees of defending such claim) that arises because Lender holds the reserve account or makes disbursements from the reserve account pursuant to this Subsection.

(iv) Defaults. Deposits to the reserve account that are not made when due shall be assessed a late payment charge at the time and rate that late payment charges may be assessed for late principal and interest payments. The late payment charge shall be payable to Lender as reasonable compensation for its costs in handling ~~Borrower's~~ Mortgagor's failure to make the deposits and shall not be construed as a penalty. Further, ~~Borrower's~~ Mortgagor's failure to make deposits to the reserve account when due, after the notice and cure period for payment defaults described in the Loan Documents, shall constitute an Event of Default under the Loan ~~Documents~~Document. After any acceleration of the Loan, ~~Borrower~~ Mortgagor shall pay interest to Lender on any unpaid deposits to the reserve account at the default rate specified in the Note.

(j) Rents and Leases.

(i) Performance of ~~Borrower's~~ Mortgagor's Obligations by Lender. If ~~Borrower~~ Mortgagor fails to make any payment or do any act required under this Mortgage with respect to the Rents or the Leases, ~~Lender may~~then, without obligation and without releasing ~~Borrower~~ Mortgagor from any obligation under the Rents Assignment~~.~~, Lender may make or do the same in such manner and to such extent as Lender may deem necessary to protect the security of the Rents Assignment and the Loan Documents. Notwithstanding the foregoing or any other contrary provision of the Rents Assignment or this Mortgage, Lender shall not be obligated to perform or discharge, and does not undertake in the Rents Assignment to perform or discharge, any obligation, duty or liability under the Leases, and Lender shall not be responsible or liable for [1] the control, care, management or repair of the Property; [2] the performance of any of the terms and conditions of the Leases; [3] any waste committed on the Property; [4] any dangerous or defective conditions of the Property, including the presence of any Hazardous Substances; [5] any negligence in the management upkeep, repair or control of the Property resulting in loss or injury or death to any of the Tenants or any licensee, employee or stranger; or [6] for laches or failure to collect the Rents or enforce the Leases, Lender shall be required to account only for money actually received by it.

(ii) Remedies After an Event of Default. At any time after an Event of Default, Lender may [1] revoke the privileges granted to ~~Borrower~~ Mortgagor under the Rents Assignment to collect the Rents; and [2] at its option, without notice, either in person or by agent or receiver to be appointed by a court, with or without taking possession of or entering the Premises or bringing any action or proceeding, [A] collect all of the Rents payable under the Leases; [B] enforce the payment of the Rents; [C] exercise all of the rights of the landlord under the Leases and all of the rights of Lender under the Rents Assignment; [D] enter upon, take possession of, manage and operate all or any part of the Premises; [E] subject to the Tenant rights, if any, cancel, enforce or modify the Leases, and fix or modify the Rents; [F] do any act, with or without taking possession of the Premises, which Lender deems proper to protect Lender's right under the Rents Assignment and the security interest granted in the Rents Assignment; and [G] apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by Lender, to the payment of taxes, assessment, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the landlord's obligations under the Leases and to any of the Obligations, all in such order as Lender may determine.

(iii) No Cure Through Collection of Rents. Lender's entering upon and taking possession of the Premises and the collection and application of the Rents shall not cure or waive any defaults or waive, modify or affect any notice of default under any of the Loan Documents or invalidate any act done pursuant to such notice or in any way operate to prevent Lender from pursuing any remedy which it now or hereafter may have under the terms or conditions of the Loan Documents.

(iv) Costs of Enforcement. Lender's rights under this Subsection, include, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security of the Rents Assignment or the rights or the powers of Lender, the right to perform and discharge each and every obligation, covenant and agreement of ~~Borrower~~ Mortgagor in the Lease and the right to pay necessary related costs and expenses, including reasonable attorneys' fees. Any amount incurred by Lender in connection with its right under the Rents Assignment, including costs, expenses and attorney fees, shall bear interest at the default rate stated in the Note, ~~are~~ is secured by the Rents Assignment and ~~constitute~~ constitutes part of the "Obligations." ~~Borrower~~ Mortgagor shall reimburse Lender for such amounts immediately upon written demand.

(v) Not Dependent on Adverse Conditions. Lender's rights under the Rents Assignment shall in no way be dependent upon, and shall apply without regard to, whether the Premises are in danger of being lost, materially injured or damaged or whether the Premises are adequate to discharge the Obligations.

(vi) Authorization to Tenants. ~~Borrower~~ Mortgagor irrevocably directs and authorizes the ~~Tenants~~ Tenant to pay to Lender or any receiver appointed under the Loan Documents all sums due under the Leases without any need for a judicial determination that Lender is entitled to exercise its right under the Rents Assignment or that an Event of Default has occurred~~,~~. The Tenants are irrevocably authorized and directed to recognize the claims of Lender or any such receiver without investigating (a) the reason for any action

taken by Lender or such receiver; (b) the validity of the amount of indebtedness owing to Lender; (c) the existence of an Event of Default; or (d) the manner in which Lender or such receiver shall apply any money received. The ~~Tenants~~ Tenant shall have no further liability to ~~Borrower~~ Mortgagor for the Rents actually paid to Lender or such receiver. The signature of Lender or such receiver, without further signature or authorization, shall be sufficient for the exercise of any right under the Rents Assignment. The receipt by Lender or such receiver for any sums received shall be a full discharge and release for such sums to any of the Tenants or occupants of the Premises. Checks for all or any part of the Rent collected under the Rents Assignment shall, upon notice from Lender or such receiver, be payable to the exclusive order of Lender or such receiver.

(vii) Lender as Creditor of the Tenants. Upon and at all times while an Event of Default continues, Lender, and not ~~Borrower~~Mortgagor, shall be deemed to be the creditor of the Tenants with respect to assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Tenants (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights in such proceedings, and reserving the right to ~~Borrower~~ Mortgagor to make such ~~filing~~ filings in such event) with an option to Lender to apply any money received by Lender as such creditor to reduce the Obligations.

(viii) Lender as Attorney-in-Fact. ~~Borrower~~ Mortgagor irrevocably appoints Lender as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies under the Rents Assignment and to execute and deliver during the term of the Rents Assignment such ~~instruments~~ instrument as Lender may deem necessary to make the Rents Assignment and any further assignment effective.

(ix) Continuing Rights. The rights and powers of Lender or any receiver under the Rents Assignment shall continue and remain in full force and effect until all of the Obligations are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of the equity of redemption if Lender is the purchaser at the foreclosure sale.

(x) Separate Rights~~,~~. LENDER'S RIGHTS AND REMEDIES UNDER THE RENTS ASSIGNMENT ARE SEPARATE FROM AND CUMULATIVE WITH LENDER'S OTHER RIGHTS AND REMEDIES UNDER THIS MORTGAGE. AT LENDER'S SOLE OPTION, LENDER MAY EXERCISE THESE RIGHTS AND REMEDIES SEPARATE FROM, OR AS PART OF, ANY ACTION UNDER OTHER PROVISIONS OF THIS MORTGAGE. NO FORECLOSURE OF THIS MORTGAGE SHALL BE REQUIRED AS A PREREQUISITE TO LENDER'S EXERCISE OF THESE RIGHTS AND REMEDIES.

(k) Contracts.

(i) Performance of ~~Borrower's~~ Obligations by Lender. If ~~Borrower~~ Mortgagor fails to make any payment or do any act required under this Mortgage with respect to the Contracts, ~~Lender may~~then, without obligation and without releasing ~~Borrower~~ Mortgagor from any obligation under the Contracts Assignments, Lender may make or do the same in

such manner and to such extent as Lender may deem necessary to protect the security of the Contracts Assignment and the Loan Documents. Notwithstanding the foregoing or any other contrary provision of the Contracts Assignment or this Mortgage, Lender shall not be obligated to perform or discharge, and does not undertake the Contracts Assignment to perform or discharge, any obligation, duty or liability under the ~~Contract~~Contracts, and Lender shall not be responsible or liable for (i) the control, care, management or repair of the Property or any construction of improvements to the Property; (ii) the performance of any of the terms and conditions of the Contracts; (iii) any waste committed on the Property; (iv) any dangerous or defective condition of the Property, including the presence of any Hazardous Substances; (v) any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any of the Tenants, Other Contract Parties or any licensee, employee or stranger; or (vi) for laches or failure to enforce the Contracts~~,~~ . Lender shall be required to account only for money actually received by it.

(ii) Remedies after an Event of Default. At any time after an Event of Default, Lender may [1] revoke the privilege granted to ~~Borrower~~ Mortgagor under the Contracts Assignment with respect to the ~~Contracts~~Contract; and [2] at its option, without notice, either in person or by agent or a receiver to be appointed by a court, with or without taking possession of or entering the Premises or bringing any action or proceeding, [A] cancel or alter any of the Contracts; [B] enforce the Contracts; [C] exercise all of ~~Borrower's~~ Mortgagor's rights under the Contracts and all of the rights of Lender under the Contracts Assignment; [D~~)~~] enter upon, take possession of, manage and operate all or any part of the Premises; and [E] do any acts, with or without taking possession of the Premises, which Lender deems proper to protect Lender's right under the Contracts Assignment and the security interest granted in the Contracts Assignment.

(iii) Personal Contract Between ~~Borrower~~ Mortgagor and Other Contract Parties. The Contracts Assignment shall not constitute an assumption by Lender of any of the obligations of ~~Borrower~~ Mortgagor under the Contracts unless and until Lender shall exercise its right under the Contracts Assignment, but then only for the period Contractor is retained under the ~~Contracts~~applicable Contract. Notwithstanding the foregoing, ~~Borrower~~ Mortgagor shall continue to be primarily liable for all obligations under the Contracts. The Contracts are personal contracts between ~~Borrower~~ Mortgagor and the Other Contract Parties. Lender may remove any of the Other Contract Parties at any time after exercising its rights under the Contracts Assignment instead of assuming the relevant Contract in full for the duration of the term of the Contract.

(iv) No Cure Through Collection of Rents. Lender's enforcement of the Contracts Assignment shall not cure or waive any default or waive, modify or affect any notice of default under any of the Loan Documents or invalidate any act done pursuant to such notice or in any way operate to prevent Lender from pursuing any remedy which it now or hereafter may have under the terms or conditions of the Loan Documents.

(v) Costs of Enforcement. Lender's rights under this Subsection include, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security of the Contracts Assignment or the right or power of Lender, the right to perform and discharge each and every obligation, covenant and agreement of ~~Borrower~~ Mortgagor in the Contracts and the right to pay necessary related costs and expenses,

including reasonable attorneys' fees. Any amounts incurred by Lender in connection with its ~~right~~ rights under the Contracts Assignment, including costs, expenses and reasonable attorney fees, bear interest at the default rate stated in the Note, are secured by the Contracts Assignment and constitute part of the Obligations. ~~Borrower~~ Mortgagor shall reimburse Lender for such amount immediately upon written demand.

(vi) Not Dependent on Adverse Conditions. Lender's rights under the Contracts Assignment shall in no way be dependent upon, and shall apply without regard to, whether the Premises are in danger of being lost, materially injured or damaged or whether the Premises are adequate to discharge the Obligations.

(vii) Authorization to Other Contract Parties. ~~Borrower~~ Mortgagor irrevocably directs and authorizes the other Contract Parties to act at Lender's direction and otherwise perform on Lender's behalf without any need for a judicial determination that Lender is entitled to exercise its right under the Contracts Assignment or that an Event of Default has occurred. The Other Contract Parties are irrevocably authorized and directed to recognize the claims of Lender or any such receiver without investigating (a) the reason for any action taken by Lender or such receiver; (b) the validity or the amount of indebtedness owing to Lender; (c) the existence of an Event of Default; or (d) the manner in which Lender or such receiver shall apply any money received. The signature of Lender or such receiver, without further signature or authorization, shall be sufficient for the exercise of any rights under the Contracts Assignment. Any direction by Lender or such receiver to any of the Other Contract Parties shall be considered the direction of ~~Borrower~~Mortgagor.

(viii) Lender as Creditor of the Other Contract Parties. Upon and at all times while an Event of Default continues, Lender, and not ~~Borrower~~Mortgagor, shall be deemed to be the creditor of the Other Contract Parties with respect to assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Other Contract Parties (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights in such proceedings, and reserving the right to ~~Borrower~~ Mortgagor to make such filing in such event) with an option to Lender to apply any money received by Lender as such creditor to reduce the Obligations.

(ix) Lender as Attorney-in-Fact. ~~Borrower~~ Mortgagor irrevocably appoints Lender as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies under the Contracts Assignment and to execute and deliver during the term of the Contracts Assignment such ~~instruments~~ instrument as Lender may deem necessary to make the Contracts Assignment and any further assignment effective.

(x) Continuing Rights. The rights and powers of Lender or any receiver under the Contracts Assignment shall continue and remain in full force and effect until all of the Obligations are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of the equity of redemption if Lender is the purchaser at the foreclosure sale.

(xi) Separate Rights. LENDER'S RIGHTS AND REMEDIES UNDER THE CONTRACTS ASSIGNMENT ARE SEPARATE FROM AND CUMULATIVE WITH

LENDER'S OTHER RIGHTS AND REMEDIES UNDER THIS MORTGAGE. AT LENDER'S SOLE OPTION, LENDER MAY EXERCISE THESE RIGHTS AND REMEDIES SEPARATE FROM, OR AS PART OF, ANY ACTION UNDER OTHER PROVISIONS OF THIS MORTGAGE. NO FORECLOSURE OF THIS MORTGAGE SHALL BE REQUIRED AS A PREREQUISITE TO LENDER'S EXERCISE OF THESE RIGHTS AND REMEDIES.

19. WAIVER. Lender may waive any default without waiving any other subsequent or prior default by an Obligor. No failure or delay of Lender to exercise fully or in part any right, power or remedy under the Loan Documents shall operate as a waiver of such right, power or remedy; and no single or partial exercise by Lender of any such right power or remedy shall preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. Each right, power and remedy described in this Mortgage and the Loan Documents is non-exclusive and separate, and the ~~right~~rights, powers and remedies ~~and powers~~ are cumulative and non-exclusive of any remedies provided by law. Neither a modification or waiver of any of the provisions of any of the Loan Documents nor a consent to any departure by an Obligor from such provisions shall be effective unless it is in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose identified in writing.

20. COSTS, EXPENSES AND ~~ATTORNEYS'~~ ATTORNEY FEES. To the extent not prohibited by law, all of Lender's expenses for purposes of collection and enforcement of ~~Borrower's~~ Mortgagor's obligations under the Loan Documents, including reasonable attorneys' fees, and all costs and disbursements if legal action is necessary, and all reasonable expenses of Lender including, without limitation, title evidence, surveys, appraisals, travel expenses and insurance, shall be added to the Obligations, and shall become due as incurred and be included in any judgment. If Lender is challenged in any manner or Lender is named, intervenes, is deposed or gives testimony in any action, proceeding or lawsuit (including any bankruptcy or probate proceeding) for any reason involving ~~Borrower~~Mortgagor, ~~-~~ any Obligor ~~or~~ of the Property, ~~Borrower~~ Mortgagor and the Obligors shall immediately, upon request of Lender, pay to Lender all reasonable expenses of every kind that pertain to such matters including, without limitation, Lender's reasonable attorney fees, costs, disbursements and expenses. ~~Borrower~~ Mortgagor shall indemnify and save Lender harmless from and against any and all costs, expenses, judgments, awards and liabilities incurred by Lender in connection with the transactions contemplated by this Mortgage, including without limitation all costs, expenses and reasonable attorneys' fees incurred by Lender in connection with the review of ~~Borrower's~~ Mortgagor's request for Lender's consent to a sale or other transfer or to encumber further all or any part of the Property, any interest in this Mortgage or any interest in ~~Borrower~~Mortgagor.

21. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ~~Borrower~~Mortgagor, for ~~Borrower~~ Mortgagor and for all Obligors, to the extent that each may do so, consent to the ~~exclusive jurisdiction of BROWN COUNTY, WISCONSIN, except to the extent of any claim over which federal courts have exclusive jurisdiction, and in such cases, to the jurisdiction of~~ exclusive jurisdiction of the court of the State of Wisconsin in Brown County, Wisconsin and the United States District Court for the Eastern District of Wisconsin sitting in Green Bay, Wisconsin for the purpose of any suit, action or other proceeding arising out of any of the Obligations or the terms or provisions of the Loan Documents, and expressly waives any and all objections ~~that Borrower~~ Mortgagor or any Obligor may have as to venue in any of such courts.

TO THE EXTENT PERMITTED BY LAW, ~~BORROWER~~MORTGAGOR, FOR ~~BORROWER~~ MORTGAGOR AND FOR ALL OBLIGORS~~,~~ WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO ANY OR ALL OF THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION THIS MORTGAGE AND THE NOTE.

22. ADDITIONAL PROVISIONS.

(a) Word Form. Wherever the context of their usage permits, words in singular form shall include the plural form and words in plural form shall include the singular form with no distinction between gender.

(b) Severability and Cumulative Remedies. Invalidity or unenforceability of any provisions of this Mortgage shall not affect the validity or enforceability of any other provisions. The rights and remedies granted to Lender in this Mortgage are cumulative, and are in addition to the remedies gestated by law.

(c) Successors and Assigns. This Mortgage benefits Lender and Lender's successors and assigns, and binds ~~Borrower~~ Mortgagor and all other Obligors and their respective heirs, personal representatives, successors, assigns, trustees and receivers; however, ~~Borrower~~ Mortgagor may not assign or transfer ~~Borrower's~~ Mortgagor's right under the Loan Documents without the prior written consent of Lender.

(d) Applicable Law. This Mortgage shall be governed by and interpreted under the laws of the State of Wisconsin.

(e) Captions. The captions shall not be deemed to be fully inclusive of all provisions in any captioned Section or Subsection, and are included for reference purposes only.

(f) Notices. All notices to be given to Mortgagor or Lender under this Mortgage or any of the Loan Documents shall be in writing and shall be deemed given (i) upon receipt by the intended recipient, or any officer, director or equity holder of the intended recipient (except, in the case of notices to Lender, only upon receipt by its mayor at the address set forth above or at such other address as Lender designates by written notices to ~~Borrower~~ Mortgagor after the date of this Mortgage); (ii) if mailed, upon mailing to the intended recipients at the intended recipient's address set forth above (or any address designated by the intended recipient by written notice ot the other after the date of this Mortgage), postage prepaid, either be registered or certified mail, return receipt requested for notices from ~~Borrower~~ Mortgagor to Lender and default notices to ~~Borrower~~ Mortgagor from Lender or by first class mail for all other notices from Lender to ~~Borrower~~ Mortgagor; or (iii) transmitted by a recognized courier service, upon delivery to such courier with fees paid by the sender addressed to the intended recipient at the indended recipient's address set forth above (or any address designated by the intended recipient by written notice to the other after the date of this Mortgage.)

(g) Exhibits. All exhibits attached to this Mortgage are incorporated in this Mortgage by reference.

~~Dated as of the date set forth above.~~

~~**BORROWER:**~~

~~**HOTEL NORTHLAND LLC**,~~
~~a Wisconsin limited liability company~~

(h) Counterparts. This Mortgage may be executed in counterparts, each of which shall be considered an original and together shall constitute one and the same agreement.

(i) Facsimile and Electronic Signatures. Facsimile and electronic signatures shall have the same force and effect of original signatures.

(j) Entire Agreement. This Mortgage, together with the Loan Agreement and the other documents incorporated herein or therein, constitutes the entire agreement between the parties regarding the subject matter hereof and there are no further items or provisions, either oral or otherwise.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement to be executed on the day and year indicated below.

"MORTGAGOR":
By:Hotel Northland Master Landlord Managing Member LLC, a Wisconsin limited liability company304 North Adams Green Bay, LLC, by Greenwood Hospitality GB, LLC, its Managing Member

By: Frantz Community Investors L.L.C., an Iowa limited liability company, its Managing Member

By:
Thomas Conran, as Manager

By:
Michael D. Frantz, Member

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this day of , 2015, the above-named, Michael Frantz, a member of Frantz Community Investors L.L.C. an Iowa limited liability company and manager of Hotel Northland Master Landlord Tenant Managing Member LLC, a Wisconsin limited liability company and day of September, 2018, the above-named Thomas Conran as manager of Greenwood Hospitality GB, LLC, the managing member or Hotel Northland of 304 North Adams Green Bay, LLC, a Wisconsin Delaware limited liability company, to me known to be a member of Frantz Community Investors L.L.C. and the person who executed the foregoing instrument and acknowledged the same as the act of that company by its authority as the managing member of Hotel Northland Master Landlord Managing Member LLC, the managing member of Hotel Northland LLC.

*
Notary Public, State of Wisconsin

My Commission:

THIS INSTRUMENT WAS DRAFTED BY AND UPON RECORDING RETURN TO:

Attorney ~~Thomas V~~Sherry D. ~~Rohan~~Coley
Davis & Kuelthau, s.c.
318 South Washington Street, Suite 300
Green Bay, WI 54301

EXHIBIT A
LEGAL DESCRIPTION

Parcel I:

Lots ~~Seventy-two~~ Seventy-Two (72) and ~~Seventy-three~~ Seventy-Three (73), according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Parcel II:

Lot Three (3), Vol. 58 Certified Survey Maps, Page 249, Map No. 8340; said Lot being part of Lots Seventy-Four (74) through Seventy-Nine (79), inclusive, according to the recorded Plat of Navarino and part of vacated N. Adams Street cul-de-sac, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

~~Tax Parcel No.~~ APN: 12-148 and 11-2

EXHIBIT B

~~PERMITTED ENCUMBRANCES~~

~~As revealed on the First American Title Insurance Company Title Commitment, Commitment Number _____, dated _____, 2015 at _____ _.m., the Permitted Encumbrances are: _____~~

~~EXHIBIT C~~

PERSONAL PROPERTY

As used in this description, "Debtor" means ~~Borrower~~Mortgagor, as defined in the Mortgage to which this Exhibit is attached.

~~The Collateral is all assets of the Debtor, including, without limitation, all of Debtor's Equipment and Fixtures, as such terms are used in the Uniform Commercial Code, that are at any time attached to or located at the real property described on Exhibit A, attached to the Mortgage to which this Exhibit is attached, together with all additions, accessions, accessories, parts, fittings and substitutions for such property, all proceeds and products of such property, all insurance payments and awards for and related to such property and all records, drawings, schematics and plans for such property.~~

The Collateral described as:

1. All buildings, structures, fixtures and all other improvements now or hereafter constructed, located or placed on the land on Exhibit A above, including any future replacements, facilities, and additional construction on the Land (the "Improvements")
(the Land and the Improvements are herein collectively called the "Premises");

2. All reversionary rights, title and interest in and to the highways, roads, streets and alleys bordering on or adjacent to the Land and replacements thereof, and all of the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging to or in any way appertaining to the Land, or any part thereof, and all reversions or remainders and all rents, issues and profits of the Premises, including all rents, issues and profits thereof accruing after the commencement of foreclosure proceedings or during any period allowed by law for the redemption of the Premises after any foreclosure or other sale; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

3. All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Premises;

4. All right, title and interest of Mortgagor in and to any and all leases, lease guaranties, letters of credit and other supporting obligations for any of the leases, now or hereafter affecting the Premises (whether written or oral) and all agreements for use of the Premises, (the "Leases") together with all security therefor and all moneys payable thereunder;

5. All fixtures, and all equipment, and other goods [as those terms are defined in the Wisconsin Uniform Commercial Code (the "Code")] now or hereafter located on the Premises and now owned or hereafter acquired by Mortgagor, including inventory; furniture; furnishings; machinery, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related

machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Premises, and any proceeds thereof, and all of Mortgagor's rights in any leases of such fixtures, equipment and other goods (collectively, the "Equipment");

6. All right, title and interest of Mortgagor in and to accounts choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Premises now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Premises, and all other intangible property and rights relating to the operation of, or used in connection with, the Premises, including all governmental permits relating to any activities on the Premises, together with all proceeds thereof, and all books and records (whether in written or electronic form) relating to the Premises (collectively, together with the Equipment, the "Personal Property");

7. Any and all awards, payments, and other compensation including interest thereon, and the right to receive the same, which may be made with respect to the Premises or the Personal Property as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the Premises. Mortgagor shall execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment;

8. All insurance policies relating to the Premises and the Personal Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Premises or the Personal Property, whether Mortgagor obtained the insurance pursuant to Lender's requirements;

9. All contracts, options and other agreements for the sale of the Premises or the Personal Property entered into by Mortgagor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

10. All escrows and deposits with Lender for real estate taxes and assessments, insurance premiums and other charges;

11. All refunds or rebates of any taxes or other impositions by any municipal, state or federal authority or insurance company relating to the Premises or the Personal Property;

12. All names under or by which the Premises may be operated or known, and all trademarks, trade names, and good will relating to the Premises;

13. All products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

14. All of Mortgagor's right, title and interest in oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Premises and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

15. All claims, causes of action, and other rights vested in the Debtor under Chapter 128 of the Wisconsin Statutes, including without limitation, commercial tort claims, the right of the Debtor to recover property of its value or to avoid transfers pursuant to Wis. Stats. §§ 128.07 or 128.18 or Chapter 242 of the Wisconsin Statutes.

EXHIBIT C
PERMITTED ENCUMBRANCES

The Permitted Encumbrances are:

1. Easements and restrictions of record.

2. The lien of real estate taxes accruing in 2018.

3. Construction Mortgage, Security Agreement, and Fixture Filing between Hotel Northland LLC, a Wisconsin limited liability company as mortgagor, and Conservancy Investment Group, LLC, as mortgagee, in the original stated principal amount of $4,000,000.00, recorded December 16, 2015 as Document No. 2728698, as assigned to Octagon Finance, LLC.

4. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, as amended, between 304 North Adams Green Bay, LLC, a Delaware limited liability company as mortgagor, and Octagon Finance, LLC, as mortgagee, in the original stated principal amount of up to $12,000,000.00, recorded January 19, 2018 as Document No. 2813568.

Comparison Details	
Title	**compareDocs Comparison Results**
Date & Time	9/7/2018 3:53:09 PM
Comparison Time	4.33 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	[#13463637.RTF] [v2] Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement.RTF
Modified Document	[#04447140.RTF] [v1] Amended and Restated Mortgage, Assign of Rents and Leases, Security Agreement and Fixture Financing (HUD Loan).RTF

Comparison Statistics	
Insertions	95
Deletions	52
Changes	330
Moves	8
TOTAL CHANGES	485

Word Rendering Set Markup Options	
Name	[Rendering Set Name]
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	[Formatting options]
Changed lines	[Changed lines options]
Comments color	[Comments color options]
Balloons	[Use Balloons option only]

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

FIRST AMENDMENT TO
ACCOUNT CONTROL AGREEMENT

This First Amendment to Account Control Agreement ("Amendment") is made as of October 16, 2018 among the City of Green Bay ("Secured Party"), 304 North Adams Green Bay LLC ("Debtor"), and Huntington National Bank ("Bank").

RECITALS:

A. Hotel Northland, LLC ("Assignor") and Lender entered into an Account Control Agreement ("Agreement") dated as of December 14, 2015.

B. Hotel Northland, LLC, by and through its duly appointed Chapter 128 receiver, Paul G. Swanson, has assigned all of its right, title and interest in the Agreement to Debtor pursuant to the Assignment and Assumption Agreement executed as of June 1, 2018 (the "Assignment").

C. First Merit Bank has been acquired by Huntington National Bank, resulting in a change to bank name and account numbers.

D. The City and Debtor desire to amend the Agreement to reflect these changes as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. References to Bank. All references to "First Merit Bank" shall be replaced with "Huntington National Bank."

2. Reserve Account. All references to "First Merit Bank, Account Number 5050272806" shall be replaced with "Huntington National Bank, Account Number 01078351544."

3. Notices. The addresses for Debtor and Bank as identified in Paragraph 11 of the Agreement are deleted and replaced with the following:

Debtor: 304 North Adams Green Bay LLC
c/o Aik Hong Tan
304 N. Adams Street
Green Bay, WI 54301

Bank: Huntington National Bank
c/o Steven Abbey
1601 S. Webster Ave.
Green Bay, WI 54301

3. Amendment. Except as set forth in this Amendment, the Account Control Agreement remains as executed and in full force and effect.

4. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

304 NORTH ADAMS GREEN BAY, LLC

By: Greenwood Hospitality GB, LLC, its Managing Member

_____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF_____)
) SS
COUNTY OF_____)

Personally came before me this _____ day of _____ 2018, the above named Thomas Conran, a manager of Greenwood Hospitality GB, LLC, the Managing Member of 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY OF GREEN BAY

_____
James J. Schmitt, Mayor

Attest:_____
Kris Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

HUNTINGTON NATIONAL BANK

_____
Steven H. Abbey, Senior Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2018, the above named Steven H. Abbey, Senior Vice President of Huntington National Bank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

FIRST AMENDMENT TO
ASSIGNMENT & SECURITY AGREEMENT

This First Amendment to Assignment & Security Agreement ("Amendment") is made as of October 16, 2018 by 304 North Adams Green Bay LLC ("Borrower") and the City of Green Bay ("Lender").

RECITALS:

A. Hotel Northland, LLC ("Assignor") and Lender entered into an Assignment & Security Agreement ("Agreement") dated as of December 14, 2015.

B. Assignor, by and through its duly appointed Chapter 128 Receiver, Paul G. Swanson, has assigned all of its right, title and interest in the Agreement to Borrower pursuant to the Assignment and Assumption Agreement executed as of June 1, 2018 (the "Assignment").

C. First Merit Bank has been acquired by Huntington National Bank, resulting in a change to bank name and account numbers.

D. Lender and Borrower desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. References to Bank. All references to "First Merit Bank" shall be replaced with "Huntington National Bank."

2. Payment Reserve Funds Account. The Payment Reserve Funds, as defined in the Agreement, have at all times been placed into the Reserve Account, which all such references to the Reserve Account "First Merit Bank, Account Number 5050272791" shall be replaced with "Huntington National Bank, Account Number 01078351544."

3. Administrative Fee Reserve Funds Account. The Administrative Fee Reserve Funds, as defined in the Agreement, have at all times been placed into a separate reserve account, and all such references to the Administrative Fee Reserve Funds shall be in reference to Huntington National Bank, Account Number 01078351531.

3. Amendment. Except as set forth in this Amendment, the Assignment & Security Agreement remains as executed and in full force and effect.

4. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

304 NORTH ADAMS GREEN BAY, LLC

By: Greenwood Hospitality GB, LLC, its Managing Member

_____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____ 2018, the above named Thomas Conran, manager of Greenwood Hospitality GB, LLC, the Managing Member of 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY OF GREEN BAY

_____
James J. Schmitt, Mayor

Attest:_____
Kris Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

FIRST AMENDMENT TO
COLLATERAL ASSIGNMENT OF
CONSTRUCTION CONTRACTS AND PERMITS AND LICENSES

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACTS AND PERMITS AND LICENSES (the "Amendment") is made as of October ___, 2018, by and between 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company ("304 NAGB") and THE CITY OF GREEN BAY (the "Lender"), a Wisconsin municipality.

RECITALS

A. Lender entered into a Loan Agreement with Hotel Northland, LLC ("Debtor") on December 14, 2015 (the "Original Loan") in the original principal amount of $4.7 Million.

B. The Original Loan was secured by a Collateral Assignment of Construction Contracts and Permits and Licenses dated December 14, 2015 (the "Original Collateral Assignment"), a copy of which is attached hereto as Exhibit A.

C. On August 23, 2017, Debtor was placed into a receivership by the filing of a court action by Octagon Credit Partners, LP, by Octagon Finance, LLC ("Bridge Lender"), Case No. 17-CV-1133 (the "Receivership"). On October 9, 2017, the Court appointed Paul G. Swanson, as receiver ("Receiver"), over all the assets of Debtor.

D. On October 30, 2017, the Receiver entered into a Standard Short Form Agreement between Owner and Constructor (the "General Contract") with Ganther Construction/Architecture Inc. ("Ganther") to complete construction and remodeling of the hotel building and real estate (the "Project"), and the Receiver entered into several subcontractor agreements for the Project.

E. On April 16, 2018, the Receiver entered into that certain Asset Purchase Agreement with 304 NAGB (the "Purchase Agreement"), whereby 304 NAGB agreed to assume certain outstanding liabilities and contracts of the Debtor, as consideration for purchasing substantially all of the Debtor's assets.

F. On May 24, 2018, the Court approved the purchase and sale of the hotel building, real estate located at 304 N. Adams and 330 N. Adams, and all assets of Debtor by 304 NAGB. As part of this sale, the Court also approved the purchase and assignment of the Original Loan, the Original Collateral Assignment, and other collateral documents, the General Contract and all other subcontracts relating to the Project.

G. 304 NAGB desires to assume the obligations of Debtor under the Original Collateral Assignment.

H. 304 NAGB also desires to assign the General Contract with Ganther regarding the Project, all permits and licenses, upon the same terms and conditions as set forth in the Original Collateral Assignment and herein ("Second Collateral Assignment").

NOW, THEREFORE, for good and valuable consideration, in the form of the assumption of existing debt by 304 NAGB to the City, and assignment of collateral as set forth herein, the receipt and sufficiency of which are acknowledged, 304 NAGB and the City agree as follows:

AGREEMENTS

1. Recitals True. The foregoing recitals are true and correct and are a material part of this Amendment.

2. Asset Purchase. This Amendment is made in contemplation of the transactions set forth in that certain Purchase Agreement. The assignment and assumption of the obligations of the Debtor under the Original Loan and Original Collateral Assignment to 304 NAGB is a substantial part of the consideration for the assignments made hereunder and the transactions under the Purchase Agreement.

3. Assignment. In partial consideration of the transactions contemplated in the Purchase Agreement, 304 NAGB hereby transfers and assigns to the City, and the City hereby assumes, the Second Collateral Assignment and all rights pertaining thereto. The Assignor of the Second Collateral Assignment shall now be 304 NAGB. The General Contract assigned to the City as collateral shall be the contract with Ganther and subcontractors, as noted above.

4. Amendment. Except as set forth in this Amendment, the Original Collateral Assignment remains as executed and is in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be considered an original and together shall constitute one and the same agreement.

6. Facsimile and Electronic Signatures. Facsimile and electronic signatures shall have the same force and effect of original signatures.

7. Due Authority. The persons signing this Amendment on behalf of the respective parties have full authority to do so and to bind their respective parties to the terms of this Amendment.

8. Further Assurances. Assignor shall make, execute and deliver all such further or additional instruments as may be necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this First Amendment to Collateral Assignment of Construction Contracts and Permits and Licenses on September ___, 2018.

ASSIGNOR:

304 NORTH ADAMS GREEN BAY, LLC,
a Delaware limited liability company

By: Greenwood Hospitality GB, LLC

By:_____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF_____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of October 2018, the above named Thomas Conran, a Manager of Greenwood Hospitality GB, LLC, the managing member of 304 North Adams Green Bay, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

COUNTERPART SIGNATURE PAGE
COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACTS

ASSIGNEE:
THE CITY OF GREEN BAY

By:_____
James J. Schmitt, Mayor

By:_____
Kris Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

CONSENT OF CONTRACTOR

This First Amendment to Collateral Assignment of the Contracts and Permits and Licenses has been reviewed and approved by, which (i) consents to such assignment; (ii) certifies that no Event of Default on the part of the Assignor exists under the Contracts; (iii) certifies that Contractor has no claims or right of offset against the Assignor; and (iv) hereby agrees to be bound by the terms of the Collateral Assignment.

Dated the ____ day of September, 2018.

CONTRACTOR:
GANTHER CONSTRUCTION/ARCHITECTURE, INC.

By:_____
Kelly Schleif, Executive Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of October 2018, Kelly Schleif, Executive Vice President of Ganther Construction/Architecture, Inc., a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

FIRST AMENDMENT TO
ENVIRONMENTAL INDEMNITY AGREEMENT

This First Amendment to Environmental Indemnity Agreement ("Amendment") is made as of October __, 2018 by 304 North Adams Green Bay LLC ("Developer") in favor of the City of Green Bay ("Lender").

RECITALS:

A. Hotel Northland, LLC ("Assignor") entered into an Environmental Indemnity Development Agreement ("Agreement") dated as of December 14, 2015 in favor of Lender.

B. Hotel Northland, LLC, by and through its duly appointed Chapter 128 receiver, Paul G. Swanson, has assigned all of its right, title and interest in the Agreement to Developer pursuant to the Assignment and Assumption Agreement executed as of June 1, 2018 (the "Assignment").

C. The City and Developer desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. Indemnity; Joint and Several Liability. Section 2 of the Environmental Indemnity Agreement is deleted and the following is inserted into its place:

> 2. **Indemnity; Joint and Several Liability**. INDEMNITOR HEREBY ASSUMES LIABILITY FOR AND AGREES TO PAY, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS LENDER FROM AND AGAINST ANY AND ALL ENVIRONMENTAL LOSSES ARISING AND OCCURRING ON OR AFTER JUNE 1, 2018 AND FOR THE DURATION OF DEVELOPER'S OWNERSHIP OF THE PROPERTY, EXCLUDING ANY SUCH LOSSES ARISING FROM LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND EXCLUDING ANY AND ALL ITEMS NOTED ON THE ATTACHED EXHIBIT A, THAT CERTAIN SUPPLEMENTAL INSPECTION DATED AUGUST 27, 2018, AS PRE-EXISTING ENVIRONMENTAL CONDITIONS. A SEPARATE RIGHT OF ACTION HEREUNDER SHALL ARISE EACH TIME LENDER ACQUIRES KNOWLEDGE OF ANY MATTER INDEMNIFIED BY INDEMNITOR UNDER THIS INDEMNITY. SEPARATE SUCCESSIVE ACTIONS MAY BE BROUGHT HEREUNDER TO ENFORCE ANY OF THE PROVISIONS HEREOF AT ANY TIME AND FROM TIME TO TIME. NO ACTION HEREUNDER SHALL PRECLUDE ANY SUBSEQUENT ACTION, AND INDEMNITOR HEREBY WAIVES AND COVENANTS NOT TO ASSERT ANY DEFENSE IN THE NATURE OF SPLITTING OF CAUSES OF ACTION OR MERGER OR JUDGMENTS. EACH PERSON OR PARTY EXECUTING

THE INDEMNITY AGREES THAT THE LIABILITY HEREUNDER SHALL BE JOINT AND SEVERAL. FURTHER, IF BORROWER CONSISTS OF MORE THAN ONE PERSON OR ENTITY, THE OBLIGATIONS AND LIABILITIES OF EACH SUCH PERSON OR ENTITY SHALL BE JOINT AND SEVERAL.

Nothing herein shall be construed as attributing or requiring the City and RDA to assume liability for any environmental conditions, losses, obligations, or the presence of any hazardous materials, substances, and/or environmental conditions which may exist on the Property prior to June 1, 2018. In the event there are any hazardous materials, substances, or environmental conditions on the property which fall outside of this indemnity, and the Wisconsin Department of Natural Resources has declared that the City and/or RDA is a responsible party for remediating such hazardous materials, substances, and/or environmental conditions, the City and/or RDA may remediate any contamination by capping the hazardous materials, substances, and/or environmental conditions provided that the plan is approved by the Wisconsin Department of Natural Resources. In the event the remediation plan for capping is approved by the Wisconsin Department of Natural Resources, the Developer waives the right to object to the capping of the hazardous materials, substances, and/or environmental conditions. The City shall provide written notice to Developer prior to undertaking any remediation activities.

2. Individual Indemnitors. The Individual Indemnitors shall be Thomas Conran and Aik Hong Tan.

3. Indemnitor Addresses. The addresses for each Individual Indemnitor pursuant to Paragraph 16 of the Agreement is deleted and replaced with the following:

Thomas Conran
10500 Copper Lake Drive
Bonita Springs, FL 34135

Aik Hong Tan
5404 E Caley Ave
Centennial, CO 80121

4. Amendment. Except as set forth in this Amendment, the Development Agreement, First Amendment, Second Amendment, and Third Amendment thereto remain as executed and are in full force and effect.

5. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

304 NORTH ADAMS GREEN BAY, LLC

By: Greenwood Hospitality GB, LLC

By: _____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of October 2018, the above named Thomas Conran, the Manager of Greenwood Hospitality GB, LLC, the managing member of 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

[Signature page continues.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

INDIVIDUAL INDEMNITORS:

_____
Thomas Conran

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of October 2018, the above named Thomas Conran, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

_____
Aik Hong Tan

ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of October 2018, the above named Aik Hong Tan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT ("Amendment") is made as of October ____, 2018, by and between THE CITY OF GREEN BAY, a Wisconsin municipality ("Lender"), and 304 NORTH ADAMS GREEN BAY, LLC, a Delaware limited liability company, registered to do business in Wisconsin ("Borrower").

RECITALS

A. Lender entered into a Loan Agreement with Hotel Northland, LLC ("Debtor") on December 14, 2015 (the "Original Loan") in the original principal amount of $4.7 Million, a copy of which is attached hereto as Exhibit A.

B. The Original Loan was secured by a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated December 14, 2015 in the original principal amount of the Original Loan (the "Original Mortgage"), a copy of which is attached hereto as Exhibit B. The Original Mortgage covered the premises located at 304 and 330 N. Adams Street in Green Bay, Wisconsin ("Premises") and was recorded with the Brown County Register of Deeds on December 16, 2015 as Document No. 2728699.

C. On August 23, 2017, Debtor was placed into a receivership by the filing of a court action by Octagon Credit Partners, LP, by Octagon Finance, LLC ("Bridge Lender"), Case No. 17-CV-1133 (the "Receivership"). On October 9, 2017, the Court appointed Paul G. Swanson, as receiver ("Receiver"), over all the assets of Debtor.

D. On May 24, 2018, the Court approved the purchase and sale of the Premise and all assets of Hotel Northland, LLC by Borrower. As part of this sale, the Court also approved the purchase and assignment of the Original Loan, the Original Mortgage and other collateral documents.

E. Borrower desires to assume the obligations of Debtor under the Original Loan and Original Mortgage, and Lender desires to assign the Original Loan and Original Mortgage upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, in the form of the assumption of existing debt by Borrower to Lender, as set forth herein, the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

AGREEMENTS

1. Recitals True. The foregoing recitals are true and correct and are a material part of this Amendment.

2. Asset Purchase. This Amendment is made in contemplation of the transactions set forth in that certain Asset Purchase Agreement, dated April 16, 2018, by and between the Receiver, as Seller, and Borrower, as Buyer (the "Purchase Agreement"). The assignment of the obligations of the Debtor under the Original Loan to the Borrower is a substantial part of the

consideration for the assignments made hereunder and the transactions under the Purchase Agreement.

3. Assignment of Original Loan and Original Mortgage. In partial consideration of the transactions contemplated in the Purchase Agreement, Lender hereby transfers and assigns to Borrower, and Borrower hereby assumes, the Original Loan, the Original Mortgage and all rights pertaining thereto. In addition to this Amendment, the Borrower shall also execute and deliver to Lender an Amended Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, in the form attached hereto as Exhibit C (the "Amended Mortgage").

4. Amendments. The following sections of the Original Loan shall be deleted, replaced, amended and modified as set forth below, any and all remaining sections of the Original Loan shall remain in full force and effect:

> 5. **Reserve Account**. Upon funding of the Loan by Lender, Borrower shall deposit into an interest bearing account in the name of Lender f/b/o Borrower at Huntington National Bank, the sum of Five Hundred Ninety-one Thousand Dollars ($591,000), which is Lender's reasonable estimate of the sum of twenty-four (24) months of interest and principal payments due under the Note, plus the full Administrative Fee, which shall be subject to the Reserve Account Assignment and Security Agreement from Borrower and an Account Control Agreement among Borrower, Lender and Huntington National Bank. Such separate agreements notwithstanding, Borrower hereby assigns to Lender all of its rights in and to the Reserve Account, subject, however, to Borrower's right to receive any residue of the Reserve Account upon full performance of Borrower's obligations to Lender, and grants Lender a security interest therein. Lender may assign and grant a security interest in Five Hundred Sixteen Thousand Dollars ($516,000) of the Reserve Account to HUD pursuant to the requirements of the HUD Contract. Subject to HUD's rights in the Reserve Account, all interest shall accrue for the account of Borrower, but shall be subject to Borrower's assignment of the Reserve Account to Lender and Borrower's grant of a security interest in the Reserve Account to Lender. The Reserve Account is a restricted account that may not be used by Borrower for payment of regularly scheduled installments of interest or principal under the Note or any prepayment of the same. On December 31 of each of 2015, 2016 and 2017, Lender may withdraw from the Reserve Account the sum of Twenty-five Thousand Dollars ($25,000) for payment of the Administrative Fee. At any time during the pendency of an Event of Default under this Agreement involving a failure of Borrower to pay any sums, including but not limited to payments of installments of interest or principal under the Note, Lender may deduct from the Reserve Account such amounts as Lender determines necessary to pay some or all of the amounts owed by Borrower to Lender (but such deductions need not be sufficient to cure any Event of Default). Under no circumstances shall Lender be required to seek recourse to the Reserve Account. Except for deductions by Lender to pay the Administrative Fee, after any deduction by Lender from the Reserve Account, Borrower shall replenish the Reserve Account to the amount deducted within ten (10) days of demand by Lender, such that the balance in the Reserve Account, exclusive of funds

dedicated to payment of the Administrative Fee, shall not be less than Five Hundred Sixteen Thousand Dollars ($516,000). Any sums not fully and timely paid upon such demand shall accrue interest at the default rate stated in the Note. Upon full payment of all Obligations of Borrower to Lender, any balance remaining in the Reserve Account shall be paid to Borrower.

5. Notices. Any notices or delivery required herein will be deemed completed when hand-delivered, delivered by agent, or two (2) business days after being placed in the mail, postage prepaid, first class delivery, to the parties at the addresses as set forth below or as the parties may later designate in writing.

To Borrower: 304 North Adams Green Bay, LLC
Attn: Aik Hong Tan
304 N. Adams Street
Green Bay, WI 54301

With a copy to: Sherry D. Coley
Davis & Kuelthau, s.c.
318 S. Washington Street, Ste. 300
Green Bay, WI 54301

To Lender: City of Green Bay
Attn: City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

6. Severability. The clauses, paragraphs, and subparagraphs contained in this Amendment are intended to be read and construed independently of each other. If any part of this Amendment is held to be invalid, this invalidity will not affect the operation of any other part, of this Amendment.

7. No Waiver. In the absence of a written statement indicating the waiver of either party in this Amendment, no failure or delay by any party in exercising any power, right or privilege provided in this Amendment will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Amendment.

8. Successors and Assigns. This Amendment will inure to the benefit of and be binding upon the parties' respective successors and assigns.

9. Counterparts. This Amendment may be executed in counterparts, each of which shall be considered an original and together shall constitute one and the same agreement.

10. Facsimile and Electronic Signatures. Facsimile and electronic signatures shall have the same force and effect of original signatures.

11. Due Authority. The persons signing this Amendment on behalf of the respective parties have full authority to do so and to bind their respective parties to the terms of this Amendment.

[Signature page follows.]

WHEREFORE, the parties have caused this First Amendment to Loan Agreement to be executed on the date set forth above.

BORROWER:
304 NORTH ADAMS GREEN BAY, LLC

By: Greenwood Hospitality GB, LCC, its Managing Member

By: _____
Thomas R. Conran

LENDER:
THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

Attest: _____
Kris Teske, Clerk

FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT
HOTEL NORTHLAND

This Fourth Amendment to Development Agreement ("Amendment") is made as of October __, 2018 by and between the Redevelopment Authority of the City of Green Bay ("RDA"), the City of Green Bay ("City") and 304 North Adams Green Bay LLC ("Developer").

RECITALS:

A. The RDA, City and Frantz Community Investors ("Frantz") entered into a Development Agreement ("Development Agreement") dated as of March 5, 2014 and First Amendment to the Development Agreement dated as of March 24, 2015.

B. Frantz has assigned all of its right, title and interest in the Development Agreement to Hotel Northland, LLC pursuant to an Assignment of Development Agreement dated as of May 5, 2014.

C. Hotel Northland, LLC has assigned all of its right, title and interest in the Development Agreement to Developer pursuant to the Assignment and Assumption Agreement executed as of June 1, 2018.

D. The RDA, City and Developer desire to amend the Development Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

1. Completion Project. The date "December 31, 2016" in Section I of the Development Agreement is deleted and the date "December 31, 2018" is inserted in its place.

2. Completion Date. The date "December 31, 2016" in Section II.C is deleted and the date "December 31, 2018" is inserted in its place.

3. Management Company. Pursuant to Section II.E of the Development Agreement, Greenwood Hospitality Management, LLC has been selected as the management company.

4. Amended Concept Plan. The Parties acknowledge and agree that the Amended Concept Plan attached hereto as Exhibit B, replaces and modifies in its entirety all prior versions of the Concept Plan. By execution of this Amendment, the Parties hereto expressly approve the Amended Concept Plan. The RDA or the Developer may at any time propose modifications to the Concept Plan subject to the mutual agreement of the Parties.

5. Parking. Section V.A. is deleted in its entirety and the following is inserted in its place:

The City shall provide up to one hundred and fifty (150) parking spaces within the attached City-owned Pine Street Parking Ramp for hotel guests and employees. A separate 15-year parking agreement shall be negotiated between the City and Developer establishing the number of reserved spaces and voucher-based spaces to be provided. Developer shall pay a fixed rate of $33.33 per month for each reserved spot for a period of three years, after which time the reserved parking rate shall be negotiated in good faith between the parties as an amendment to the parking agreement. Voucher-based parking shall be assessed at market rate except as otherwise agreed to between the parties pursuant to the parking agreement.

6. Skywalk. A new Section V.B. shall be inserted, which reads:

The Parking Ramp is connected to the Hotel Property by a skywalk ("Skywalk"). The Skywalk shall be updated and repaired to good condition by the City, and then any and all of the City's ownership interest in the Skywalk shall be quitclaimed to Developer.

7. Pay-Go TIF Grant. Section VI.D. of the Development Agreement is deleted in its entirety and the following is inserted in its place:

D. 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:

1. 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. The PAYGo TIF Incentive shall only fund Qualified Expenditures as follows:

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

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

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

2. 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. In the event the assessed value of the Property in any tax year exceeds $15,000,000.00, the difference in assessed values which exceeds $15,000,000.00 shall be known as the Eligible Incremental Property Value. For example, if the assessed value on January 1 of the year in 2019 is $17,000,000.00, the Eligible Incremental Property Value shall be $2,000,000.00.

3. Eligible 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.

4. PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

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

a. Monetary Limitation. The TIF Incentive in any year shall not exceed ninety percent (90%) of the Available Tax Increment for the Property.

b. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of one million and five hundred thousand dollars ($1,500,000.00).

c. 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.

d. Temporal Limitation. Provided Developer qualifies for TIF Incentive, and 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.

6. 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.

7. Qualification for TIF. Developer has demonstrated to the satisfaction of City and RDA a need for TIF, with such determination 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.

8. TIF Payments termination. TIF payments shall only continue for a period of no longer than ten (10) years after the Project is completed, and therefore it is anticipated TIF payments shall terminate at the end of tax year 2029.

8. Personal Guarantee. The following shall be added at the end of Section VI.E:

In the event any individual member of the DEVELOPER changes, the personal guarantee of such member shall be released by the City only upon execution and acceptance of a personal guarantee by another individual member of the DEVELOPER, which acceptance by the City shall not be unreasonably withheld.

9. Easements, Covenants and Licenses: The Parties acknowledge and agree that the conditions set forth in Section VII of the Agreement have been fulfilled.

10. No Transfer to Exempt Entities. Section IX.C. of the Development Agreement is deleted in its entirety and the following is inserted in its place:

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.

11. Developer Address. Developer's address for notices pursuant to Section XII.J. of the Development Agreement is deleted and replaced with the following:

To DEVELOPER: 304 North Adams Green Bay, LLC
304 N. Adams Street
Green Bay, WI 54301

12. Exhibit "D". Exhibit D shall be amended to include the guarantee of John P. Williamson, Jr.

13. Amendment. Except as set forth in this Amendment, the Development Agreement, First Amendment, Second Amendment, and Third Amendment thereto remain as executed and are in full force and effect.

14. Counterpart Signatures. This Amendment may be executed in counterparts and delivered by email.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Redevelopment Authority of the City of Green Bay

_____
Gary J. Delveaux, Chair

Attest:_____
Kevin J. Vonck, Executive Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

City of Green Bay

_____
James J. Schmitt, Mayor

Attest:_____
Kris Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

304 North Adams Green Bay, LLC

By: Greenwood Hospitality GB, LLC,
its Managing Member

_____
Thomas Conran, Manager

ACKNOWLEDGMENT

STATE OF_____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of October 2018, the above named Thomas Conran, a Manager of Greenwood Hospitality GB, LLC, the managing member of 304 North Adams Green Bay, LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

October___, 2018

City of Green Bay, Wisconsin
100 North Jefferson Street
Room 200
Green Bay, WI 54301

Ladies and Gentlemen:

We have acted as counsel to 304 North Adams Green Bay LLC, a Delaware limited liability company ("**Borrower**"), and Greenwood Hospitality GB, LLC, a Wisconsin limited liability company, the Managing Member of Borrower ("**Managing Member**"), and, for purposes of this opinion only, John P. Williamson, Jr., Thomas Conran and Aik Hong Tan (individually "Individual Indemnitor" and together, "**Individual Indemnitors**") in connection with the assumption by Borrower of the obligations under the Loan Documents, as identified below, each dated December 14, 2015, and relating to a certain Construction Loan in the original principal amount from the City of Green Bay ("**Lender**") to Hotel Northland LLC, a Wisconsin limited liability company ("**Original Borrower**") in the original principal amount of $4,700,000 (the "**Loan**"), the proceeds of which were to be used to finance certain capital improvements to the hotel located at 304 North Adams Street, Green Bay, Wisconsin (the "**Project**").

In our capacity as counsel to Borrower and Managing Member, we have examined the following documents, each dated as of _____, 2018, except as otherwise indicated below:

A. First Amendment to Loan Agreement between Borrower and Lender (the "**Amended Loan Agreement**");

B. Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "**Amended Mortgage**"), granting a security interest in the Project as more specifically described therein (the "**Mortgaged Property**");

C. First Amendment to Environmental Indemnity Agreement executed by Borrower and the Individual Indemnitors for the benefit of Lender (the "**Indemnity Agreement**");

D. HUD Form 2880 – Applicant/Recipient Disclosure/Update Report;

E. Allonge to Promissory Note (the "**Allonge**") from Paul G. Swanson, as Chapter 128 receiver of Original Borrower (the "**Receiver**") to Lender;

F. Fourth Amendment to Development Agreement between Borrower and Lender (the "**Development Agreement Amendment**"); and

G. Assignment and Assumption Agreement between Receiver and Borrower (the

"**Assignment and Assumption**"), dated June 1, 2018.

The documents identified in letters A through G above are hereinafter referred to as the "**Loan Documents**."

We have also reviewed the following documents pertaining to Borrower and Managing Member:

G. The Certificate of Organization of Borrower dated April 2, 2018;

H. The Certificate of Conversion and Certificate of Formation of Borrower dated April 9, 2018;

I. The Amended and Restated Operating Agreement of Borrower dated April 16, 2018 and the Second Amended and Restated Operating Agreement of Borrower dated _____;

J The Articles of Organization of Managing Member dated August 28, 2018;

K. The Member's Agreement of Managing Member dated August 31, 2018;

L. Certified copies of the borrowing resolutions of Borrower and Managing Member each dated as of _____;

M. With respect to Borrower (i) a certificate of good standing issued by the State of Delaware Secretary of State on September 4, 2018 (the "**Borrower Good Standing Certificate**");

N. With respect to Managing Member (i) a certificate of status issued by the State of Wisconsin Department of Financial Institutions on September 25, 2018 (the "**Managing Member Good Standing Certificate**").

The documents identified in letters G through N are hereinafter referred to as the "**Organizational Documents**."

In rendering the opinions set forth herein, we have relied on a Certificate of Borrower attached to this opinion as Exhibit A-1 (the "**Borrower's Certificate**"), for each Individual Indemnitor a Certificate of Individual Indemnitor cumulatively attached to this opinion as Exhibit A-2 (the "**Indemnitors' Certificates**" and, with the Borrower's Certificate, the "**Certificates**"), and for the Managing Member a Certificate of the Managing Member attached to this opinion as Exhibit A-3 (the "**Managing Member's Certificate**").

In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of Borrower, Managing Member and

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Individual Indemnitors, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing Borrower, Managing Member or Individual Indemnitors in any capacity, including but not limited to, in connection with the Loan.

In reaching the opinions set forth below, we have assumed the following:

(a) Lender is a municipal corporation, duly organized and validly existing under the laws of the State of Wisconsin;

(b) Each of the parties other than Borrower and Individual Indemnitors has the necessary right, power and authority to execute and deliver, and perform its or his obligations under, the Loan Documents; the transactions therein contemplated have been duly authorized by all parties thereto, other than Borrower, Managing Member and Individual Indemnitors; and the Loan Documents constitute the legal, valid and binding obligations of all parties thereto other than Borrower and Individual Indemnitors;

(c) There are no judgments, decrees or orders applicable to Borrower, Managing Member or Individual Indemnitors that impair or limit the ability of Borrower or Individual Indemnitors to enter into, execute and deliver, and perform, observe and be bound by the Loan Documents and the transactions contemplated therein;

(d) There is no oral or written agreement, understanding, course of dealing or usage of trade that affects the rights and obligations of the parties set forth in the Loan Documents, or that would have an effect on the opinions expressed herein; all material terms and conditions of the relevant transactions between Borrower, Lender and Individual Indemnitors are correctly and completely reflected in the Loan Documents; and there has been no waiver of any of the provisions of the Loan Documents by conduct of the parties or otherwise;

(e) All natural persons who are signatories to the Loan Documents were legally competent at the time of execution; all signatures on behalf of parties on copies of the Loan Documents submitted to us and other documents reviewed by us are genuine; the copies of all documents submitted to us are accurate and complete, each such document that is original is authentic and each such document that is a copy conforms to an authentic original; and the documents executed and delivered by the parties are in substantially the same form as the forms of those documents that we have reviewed in rendering this opinion;

(f) The Allonge will be executed prior to or simultaneously with the execution of the Amended Mortgage;

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(g) Valid and sufficient legal descriptions of the Mortgaged Property and the correct tax key number or parcel identification number are included in the Amended Mortgage; and the Amended Mortgage contains an address of Lender from which information concerning the security interests granted by the security agreement contained therein may be obtained;

(h) Borrower has received adequate consideration with respect to the execution and delivery of the Loan Documents;

(i) As to the Individual Indemnitors, the Indemnity Agreement and Development Agreement Amendment are supported by adequate consideration and the execution and delivery of the Indemnity Agreement and Development Agreement Amendment are within the powers of the Individual Indemnitors;

(j) As to any property described as Collateral in the Amended Mortgage, Borrower has acquired rights in the Collateral (as defined in the Amended Mortgage) and value (as described in Wis. Stat. § 409.203(2)(a)) has been given;

(k) The Mortgaged Property is located in Brown County, Wisconsin and will consist of one, multi-room hotel and also may include one or more commercial tenants;

(l) Borrower has title to, or other interest in, each item of real and personal property comprising the Mortgaged Property;

(m) The Loan Documents accurately reflect the understanding of the parties with respect to the matters contained therein, and the rights and obligations of the parties under, such documents;

(n) Borrower is not a railroad, public utility, or a transmitting utility; is not a corporation or cooperative formed to furnish water, heat, power, telegraph or telecommunications services or signals by electricity; is not engaged in the business of transporting or transmitting gas, gasoline, oils, motor fuels or other fuels by means of pipelines; and is not engaged in generating and furnishing gas for lighting or fuel or both, supplying water for domestic or public use or for power or manufacturing purposes, or generating, transforming, transmitting or furnishing electric current for light, heat or power, or generating and furnishing steam or supplying hot water for heat, power or manufacturing purposes;

(o) There are no judgments, decrees or orders applicable to Borrower, Managing Member or the Individual Indemnitors that impair or limit the ability of Borrower or the Individual Indemnitors to enter into, execute and deliver, and perform, observe and be bound by the Loan Documents and the transactions contemplated therein; and

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(p) Each of the Loan Documents has been delivered to the appropriate party.

Based on the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our opinion that:

1. Based solely on the Borrower Good Standing Certificate, Borrower is a limited liability company, duly organized and validly existing under the laws of the State of Delaware, and has not filed articles of dissolution with the Delaware Secretary of State.

2. Based solely on the Managing Member Good Standing Certificate, Managing Member is a limited liability company, duly organized and validly existing under the laws of the State of Wisconsin, and has not filed articles of dissolution with the Wisconsin Department of Financial Institutions.

3. Each Individual Indemnitor is an adult who has the legal capacity to execute, deliver and perform his obligations under the Indemnity Agreement and/or the Development Agreement Amendment.

4. Borrower has the limited liability company authority to execute, deliver and perform its obligations under the Loan Documents.

5. The execution and delivery of the Loan Documents by or on behalf of Borrower, and the consummation by Borrower of the transactions contemplated thereby, and the performance by Borrower of its obligations thereunder, have been duly and validly authorized by all necessary limited liability company action by or on behalf of Borrower.

6. Each of the Loan Documents has been duly executed and delivered by Borrower, and the individual executing the Loan Documents on behalf of Borrower has the authority and legal capacity to do so.

7. The Indemnity Agreement and Development Agreement Amendment have been duly executed and delivered by the Individual Indemnitors.

8. The execution and delivery of, and the performance of the obligations under, the Loan Documents by Borrower, will not violate the Organizational Documents of Borrower.

9. The Loan Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against it in accordance with their terms.

10. The Indemnity Agreement and the Development Agreement Amendment constitute the legal, valid and binding obligations of Individual Indemnitors, enforceable against them in accordance with their terms.

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11. The Amended Mortgage creates a valid and effective mortgage lien on the Mortgaged Property (including fixtures attached thereto) located in Wisconsin, and is in a form satisfactory for recordation in the office(s) of the register of deeds for Brown County, Wisconsin.

With respect to after-acquired property that is real property, in order to give constructive notice of the lien of the Amended Mortgage on such property, it is necessary that an amendment or supplement thereto specifically describing the same be recorded in the office of the register of deeds for the county in which such property is located.

To maintain the effectiveness of a lien upon real property created by a mortgage, Wisconsin Statutes require that every 30 years after the initial recording thereof there appear of record in the applicable real estate records an instrument affording affirmative and express notice of the interest created by the mortgage.

12. The Amended Mortgage creates in favor of Lender, as security for the obligations of Borrower under the Loan Documents, a security interest in the right, title and interest of Borrower in the Collateral described therein to the extent article 9 of the Wisconsin UCC is applicable thereto (the "**Article 9 Collateral**").

13. Based solely upon (a) our knowledge, and (b) the Certificates, the execution and delivery of the Loan Documents by Borrower and of the Indemnity Agreement and Development Agreement Amendment by Individual Indemnitors will not (i) cause Borrower or any Individual Indemnitor to be in violation of, or constitute a material default under the provisions of any agreement to which Borrower or such Individual Indemnitor is a party or by which Borrower or such Individual Indemnitor is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower or any Individual Indemnitor is subject, and (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Borrower or Individual Indemnitor except as specifically contemplated by the Loan Documents.

14. Based solely upon (a) our knowledge, and (b) the Certificates, there is no litigation or other claim pending before any court, administrative or other governmental body or threatened against Borrower, the Mortgaged Property, or any other properties of Borrower or Individual Indemnitors.

15. Based solely on (a) our knowledge, and (b) the Certificates, no authorization, consent, approval, or other action by, or filing with, any Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Borrower of the Loan Documents and by Individual Indemnitors of the Indemnity Agreement and Development Agreement Amendment.

Our opinion is limited to the laws of the State of Wisconsin and the federal laws of the United States of America and, as to Borrower and Managing Member's compliance with the

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formation and procedural requirements of limited liability companies in the State of Delaware under Title 6, Subtitle II, Chapter 18 of the Delaware Code only, the laws of the State of Delaware. We express no opinion herein as to the laws of any other jurisdiction.

Our opinion is limited by:

(a) Applicable bankruptcy, receivership, reorganization, insolvency, moratorium, fraudulent conveyance or transfer, and other laws and judicially developed doctrines relating to or affecting creditors' or secured creditors' rights and remedies generally;

(b) General principles of equity, regardless of whether such enforcement in a proceeding in equity or at law, and limitations on the availability of specific performance, injunctive relief and other equitable remedies;

(c) The possibility that certain rights, remedies, waivers, and other provisions of the Loan Documents may not be enforceable; nevertheless, such unenforceability will not render any of the Loan Documents invalid as a whole or preclude (i) judicial enforcement of the obligation of Borrower to repay the principal, together with interest thereon (to the extent not deemed a penalty) as provided in the Notes, (ii) acceleration of the obligation of Borrower to repay such principal, together with such interest, upon a material default in a material provision of the Loan Documents; or (iii) enforcement in accordance with applicable law of the lien or security interest in the Collateral created by the Loan Documents upon maturity or upon acceleration as provided in clause (ii) above;

(d) The requirement that the enforcing party act in a commercially reasonable manner and in good faith in exercising its rights under the Loan Documents; and

(e) The possible rights of third parties to the extent that the consent of any third party is necessary for the valid creation of a lien or security interest in favor of Lender and such consent has not been obtained.

We have not examined the records of Lender, Borrower, Managing Member or any Individual Indemnitor or any court or any public, quasi-public, private or other office in any other office in any jurisdiction, or the files of our firm, and our opinions are subject to matters that an examination of such records would reveal.

We express no opinion with respect to the perfection, or continuation of perfection, of Lender's security interest in the case of proceeds.

In the case of property that becomes collateral after the date hereof, Section 547 of the United States Bankruptcy Code (the "**Code**") provides a transfer is not made until the debtor has

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rights in the property transferred, so a security interest in after-acquired property may be treated as a voidable preference under the conditions (and subject to the exceptions) provided by Section 547, and Section 552 of the Code limits the extent to which property acquired by a debtor after the commencement of a case under the Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

Our security interest opinion in paragraph 12 is limited to Article 9 of the Wisconsin UCC, and therefore that opinion paragraph does not address (i) laws of jurisdictions other than Wisconsin, and of Wisconsin except for Article 9 of the Wisconsin UCC, (ii) collateral of a type not subject to Article 9 of the Wisconsin UCC, or (iii) under Wisconsin UCC §§ 9-301, 303, 304, 305, 306, 307, 316 or 337, what law governs perfection, the effect of perfection or non-perfection, or priority of the security interests granted in the collateral covered by this opinion letter.

We express no opinion with respect to any Article 9 Collateral of a type described in section 9-501 of the Wisconsin UCC or represented by a certificate of title.

We have made no examination of, and express no opinion as to, title to the real property, fixtures, personal property, or other collateral described in the Loan Documents, the priority thereof or the existence of any liens, charges or encumbrances thereon.

These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation or responsibility to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur, or to inform the addressee(s) of any change in circumstances occurring after the date hereof that would alter the opinions rendered herein.

This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. Except as expressly set forth herein, this opinion is being provided solely for the benefit of Lender and its successors in interest. This opinion may not be used or relied upon for any other purpose, or furnished to, used by or referred to by any other person or entity, or copied, quoted or referred to in any other report or document, or filed with any governmental authority, other than a court in connection with the enforcement or protection of the rights of Lender under any of the Loan Documents, without our prior written consent.

Very truly yours,

DAVIS & KUELTHAU, s.c.

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LIST OF EXHIBITS

EXHIBIT A-1 - Certificate of Borrower

EXHIBIT A-2 - Certificates of Individual Indemnitors

EXHIBIT A-3 - Certificate of Managing Member

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EXHIBIT A-1

Certificate of Borrower

This Certificate of Borrower is made as of the _____ day of _____, 2018, by 304 North Adams Green Bay LLC, a Delaware limited liability company ("**Borrower**") for reliance upon by Davis & Kuelthau, s.c. ("**Borrower's Counsel**") in connection with the issuance of an opinion letter dated as of even date herewith (the "**Opinion Letter**") by Borrower's Counsel as a condition of the assignment and assumption of a $4,700,000 Loan (the "**Loan**"), originally made by the City of Green Bay, Wisconsin ("**Lender**") to Hotel Northland LLC and the Loan Documents as defined in the Opinion Letter (the "**Assumption**"). The undersigned has reviewed the Opinion Letter. Capitalized terms not defined herein will have the meanings given to them in the Opinion Letter. In connection with the Opinion Letter, Borrower hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating or governing the internal affairs of Borrower or authorizing the Assumption, and the Organizational Documents have not been amended or modified except as stated in the Opinion Letter.

2. The terms and conditions of the Loan as reflected in the Loan Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.

3. All tangible personal property of Borrower in which a security interest is granted under the Loan Documents, other than accounts or goods of a type normally used in more than one jurisdiction, is located at the Mortgaged Property and Borrower's principal place of business is located in Green Bay, Wisconsin.

4. No authorization, consent, approval, or other action by, or filing with, any Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Borrower of the Loan Documents.

5. The execution and delivery of the Loan Documents will not (i) cause Borrower to be in violation of, or constitute a material default under the provisions of any agreement to which Borrower is a party or by which Borrower is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Borrower is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, except as specifically contemplated by the Loan Documents.

6. Borrower has properly executed and delivered the Loan Documents to Lender.

7. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against Borrower, the Mortgaged Property, or any other properties of Borrower.

IN WITNESS WHEREOF, Borrower has executed this Certificate of Borrower effective as of the date set forth above.

BORROWER:

304 NORTH ADAMS GREEN BAY LLC,
a Delaware limited liability company

By: Greenwood Hospitality GB, LLC, a Wisconsin limited liability company, its managing member

By: _____
Thomas Conran, Manager

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EXHIBIT A-2
Certificate of Indemnitor

This Certificate of Indemnitor is made as of the ____ day of _____, 2018, by John P. Williamson, Jr. ("**Indemnitor**") for reliance upon by Davis & Kuelthau, s.c. ("**Borrower's Counsel**") in connection with the issuance of an opinion letter dated as of even date herewith (the "**Opinion Letter**") by Borrower's Counsel as a condition of the assignment and assumption of a $4,700,000 Loan (the "**Loan**"), originally made by the City of Green Bay, Wisconsin ("**Lender**") to Hotel Northland LLC and the Loan Documents as defined in the Opinion Letter (the "**Assumption**"), including a certain Fourth Amendment to Development Agreement, between Lender, Borrower and the named guarantor, including Indemnitor (the "**Development Agreement Amendment**"). Indemnitor has reviewed the Opinion Letter. Capitalized terms not defined in this Certificate will have the meanings given them in the Opinion Letter. In connection with the Opinion Letter, Indemnitor hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The terms and conditions of the Fourth Amendment to Development Agreement have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Fourth Amendment to Development Agreement.

2. No authorization, consent, approval, or other action by, or filing with, any State of Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Indemnitor of the Fourth Amendment to Development Agreement.

3. The execution and delivery of the Fourth Amendment to Development Agreement will not (i) cause Indemnitor to be in violation of, or constitute a material default under the provisions of any agreement to which Indemnitor is a party or by which Indemnitor is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Indemnitor is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Indemnitor, except as specifically contemplated by the Fourth Amendment to Development Agreement.

4. Indemnitor has properly executed and delivered the Fourth Amendment to Development Agreement.

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5. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against Indemnitor or any properties of Indemnitor.

IN WITNESS WHEREOF, Indemnitor has executed this Certificate of Indemnitor effective as of the date set forth above.

INDEMNITOR:

_____

John P. Williamson, Jr.

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EXHIBIT A-2
Certificate of Indemnitor

This Certificate of Indemnitor is made as of the ____ day of _____, 2018, by Thomas Conran ("**Indemnitor**") for reliance upon by Davis & Kuelthau, s.c. ("**Borrower's Counsel**") in connection with the issuance of an opinion letter dated as of even date herewith (the "**Opinion Letter**") by Borrower's Counsel as a condition of the assignment and assumption of a $4,700,000 Loan (the "**Loan**"), originally made by the City of Green Bay, Wisconsin ("**Lender**") to Hotel Northland LLC and the Loan Documents as defined in the Opinion Letter (the "**Assumption**"), including a certain First Amended Environmental Indemnity Agreement, between Lender, Borrower and the named indemnitors, including Indemnitor (the "**Indemnity Agreement**"). Indemnitor has reviewed the Opinion Letter. Capitalized terms not defined in this Certificate will have the meanings given them in the Opinion Letter. In connection with the Opinion Letter, Indemnitor hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The terms and conditions of the Indemnity Agreement have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Indemnity Agreement.

2. No authorization, consent, approval, or other action by, or filing with, any State of Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Indemnitor of the Indemnity Agreement.

3. The execution and delivery of the Indemnity Agreement will not (i) cause Indemnitor to be in violation of, or constitute a material default under the provisions of any agreement to which Indemnitor is a party or by which Indemnitor is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Indemnitor is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Indemnitor, except as specifically contemplated by the Indemnity Agreement.

4. Indemnitor has properly executed and delivered the Indemnity Agreement.

5. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against Indemnitor or any properties of Indemnitor.

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IN WITNESS WHEREOF, Indemnitor has executed this Certificate of Indemnitor effective as of the date set forth above.

INDEMNITOR:

_____

Thomas Conran

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EXHIBIT A-2
Certificate of Indemnitor

This Certificate of Indemnitor is made as of the _____day of _____, 2018, by Aik Hong Tan ("**Indemnitor**") for reliance upon by Davis & Kuelthau, s.c. ("**Borrower's Counsel**") in connection with the issuance of an opinion letter dated as of even date herewith (the "**Opinion Letter**") by Borrower's Counsel as a condition of the assignment and assumption of a $4,700,000 Loan (the "**Loan**"), originally made by the City of Green Bay, Wisconsin ("**Lender**") to Hotel Northland LLC and the Loan Documents as defined in the Opinion Letter (the "**Assumption**"), including a certain First Amended Environmental Indemnity Agreement, between Lender, Borrower and the named indemnitors, including Indemnitor (the "**Indemnity Agreement**"). Indemnitor has reviewed the Opinion Letter. Capitalized terms not defined in this Certificate will have the meanings given them in the Opinion Letter. In connection with the Opinion Letter, Indemnitor hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The terms and conditions of the Indemnity Agreement have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Indemnity Agreement.

2. No authorization, consent, approval, or other action by, or filing with, any State of Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Indemnitor of the Indemnity Agreement.

3. The execution and delivery of the Indemnity Agreement will not (i) cause Indemnitor to be in violation of, or constitute a material default under the provisions of any agreement to which Indemnitor is a party or by which Indemnitor is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Indemnitor is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of Indemnitor, except as specifically contemplated by the Indemnity Agreement.

4. Indemnitor has properly executed and delivered the Indemnity Agreement.

5. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against Indemnitor or any properties of Indemnitor.

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IN WITNESS WHEREOF, Indemnitor has executed this Certificate of Indemnitor effective as of the date set forth above.

INDEMNITOR:

_____

Aik Hong Tan

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EXHIBIT A-3

Certificate of Managing Member of Borrower

This Certificate of Managing Member of Borrower is made as of the _____ day of _____, 2018, by Greenwood Hospitality GB, LLC, a Wisconsin limited liability company ("**Managing Member of Borrower**") for reliance upon by Davis & Kuelthau, s.c. ("**Borrower's Counsel**") in connection with the issuance of an opinion letter dated as of even date herewith (the "**Opinion Letter**") by Borrower's Counsel as a condition of the assignment and assumption of a $4,700,000 Loan (the "**Loan**"), originally made by the City of Green Bay, Wisconsin ("**Lender**") to Hotel Northland LLC and the Loan Documents as defined in the Opinion Letter (the "**Assumption**"). The undersigned has reviewed the Opinion Letter. Capitalized terms not defined herein will have the meanings given to them in the Opinion Letter. In connection with the Opinion Letter, Borrower hereby certifies to Borrower's Counsel for its reliance, the truth, accuracy and completeness of the following matters:

1. The Organizational Documents are the only documents creating or governing the internal affairs of Managing Member or authorizing the Assumption, and the Organizational Documents have not been amended or modified except as stated in the Opinion Letter.

2. The terms and conditions of the Loan as reflected in the Loan Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Loan Documents.

3. All tangible personal property of Managing Member in which a security interest is granted under the Loan Documents, if any, other than accounts or goods of a type normally used in more than one jurisdiction, is located at the Mortgaged Property and Managing Member's principal place of business is located in Green Bay, Wisconsin.

4. No authorization, consent, approval, or other action by, or filing with, any Wisconsin or federal court or governmental authority is required in connection with the execution and delivery by Managing Member of the Loan Documents.

5. The execution and delivery of the Loan Documents will not (i) cause Managing Member to be in violation of, or constitute a material default under the provisions of any agreement to which Managing Member is a party or by which Managing Member is bound, (ii) conflict with, or result in the breach of, any court judgment, decree or order of any governmental body to which Managing Member is subject, and (iii) result in the creation or imposition of any lien, charge, or encumbrance of

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any nature whatsoever upon any of the property or assets of Managing Member, except as specifically contemplated by the Loan Documents.

6. Managing Member has properly executed and delivered the Loan Documents to Lender.

7. There is no litigation or other claim pending before any court or administrative or other governmental body or threatened against Managing Member, the Mortgaged Property, or any other properties of Managing Member.

IN WITNESS WHEREOF, Borrower has executed this Certificate of Managing Member effective as of the date set forth above.

MANAGING MEMBER OF BORROWER:

Greenwood Hospitality GB, LLC, a Wisconsin limited liability company

By: _____
Thomas Conran, Manager

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Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
October 9, 2018	Krista Cisneroz, Staff

AGENDA ITEM # E.1.

Financial report and check register.

BACKGROUND

Informational.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Check Register
2. RDA Finacial Report 2018

City of Green Bay RDA
Check Register
September-18

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
20873	09/12/2018	WISCONSIN MEDIA	99.16
20874	09/12/2018	ENVIRONMENTAL HAZARDS SERVICES, LLC	64.00
20875	09/12/2018	GREEN BAY WATER UTILITY	73.57
20876	09/12/2018	BROWN COUNTY REGISTER OF DEEDS	60.00
20877	09/12/2018	WISCONSIN PUBLIC SERVICE CORPORATION	168.72
20878	09/12/2018	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	500.00
20879	09/12/2018	REMODEL SHOP	62,712.00
20880	09/12/2018	LIGHTHOUSE TITLE INC	150.00
20881	09/28/2018	CITY OF GREEN BAY	25,867.13
20882	09/28/2018	WISCONSIN MEDIA	126.56
20883	09/28/2018	ENVIRONMENTAL HAZARDS SERVICES, LLC	32.00
20884	09/28/2018	BROWN COUNTY REGISTER OF DEEDS	156.00
20885	09/28/2018	QUICK SIGNS	264.00
20886	09/28/2018	COMPLETE OFFICE OF WISCONSIN INC	26,121.58
20887	09/28/2018	BMO HARRIS BANK N.A.	14,853.34
20889	09/28/2018	THOMAS PATRICK MCNAMARA	25,897.67
20890	09/28/2018	HISTORIC WEST, LLC.	87,000.00
20891	09/28/2018	BEST EVER PAINTING	4,868.10
			249,013.83

Redevelopment Authority
Financial Report
CDBG
09/30/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	150,300.00	200,000.00	-	-	150,030.00	200,270.00
Public Works Improvements	9,296.89	200,000.00	-	2,015.48	-	207,281.41
Community Service Interns	53,563.16	-	-	33,728.50	-	19,834.66
Public Service	102,882.54	12,000.00	-	37,759.61	21,240.39	55,882.54
Fair Housing	18,750.00	20,000.00	-	7,500.00	-	31,250.00
CDBG Eligible Areas	260,956.31	140,401.00	139,224.34	162,462.56	160,963.75	217,155.34
CDBG Eligible Areas-Beautificatio/Art	-	50,000.00	-	-	-	50,000.00
CDBG Eligible Areas-Lead Lines	-	25,000.00	-	-	-	25,000.00
Economic Development	349,127.77	100,000.00	175,741.79	337,000.00	-	287,869.56
ED Blight Elimination-Walnut Street	185,904.21	-	-	14,433.60	-	171,470.61
ED Façade & Demo Loans	-	50,000.00	-	-	-	50,000.00
Administration	212,301.74	199,350.00	-	162,490.70	-	249,161.04
	$ 1,343,082.62	**$ 996,751.00**	**$ 314,966.13**	**$ 757,390.45**	**$ 332,234.14**	**$ 1,565,175.16**

Redevelopment Authority
Financial Report
CDBG
09/30/2018

-

Redevelopment Authority
Financial Report
HOME
09/30/2018

	2017 Carry Over	2018 Budget	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	252,349.88	150,000.00	170,995.37	142,355.99	102,240.60	328,748.66
Housing Development Projects	340,607.96	145,992.00	-	-	265,298.84	221,301.12
CHDO Projects	183,284.12	100,000.00	-	44,971.83	99,312.29	139,000.00
Downpayment Closing Cost Assistance	2,400.00	100,000.00	-	2,400.00	-	100,000.00
Administration	29,076.22	55,110.00	18,999.49	35,984.33	-	67,201.38
	$ 807,718.18	**$ 551,102.00**	**$ 189,994.86**	**$ 225,712.15**	**$ 466,851.73**	**$ 856,251.16**