



AGENDA OF THE COMMON COUNCIL

**TUESDAY, OCTOBER 16, 2018, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**

I. Approval of the minutes of the October 2, 2018 meeting.

- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Recognitions and Awards.**

I. **Mayor's Extra Mile Award**

Jim Belongia

For supporting veterans and founding the City Stadium Run

Aaron Popkey

For creating lasting partnerships

John Roake

For volunteering in numerous community activities

Uncle Mike's Bake Shoppe

For the coolest thing made in Wisconsin-Sea Salt Caramel Pecan Kringle

2. Carnegie Medal

James Williams

For helping rescue Jaikeem Hillard from a dog attack.

I. Public Hearings.

1. Zoning Ordinance No. 15-18

An ordinance amending Zoning Ordinance 11-13 zoning certain land located on the east side of North Broadway (400 through 600 Block) as a Planned Unit Development District.

J. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 15-18

An ordinance amending Zoning Ordinance 11-13 zoning certain land located on the east side of North Broadway (400 through 600 Block) as a Planned Unit Development District.

2. General Ordinance 24-18

An ordinance amending Section 8.15(2), Green Bay Municipal Code, relating to smoking regulations.

3. General Ordinance No. 26-18

An ordinance amending section 29.208, Green Bay Municipal Code, relating to parking regulations.

K. Report of the Redevelopment Authority (October 9, 2018).

- 1. To 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.**

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.

- 2. To direct staff to negotiate, draft, and execute a Professional Services Agreement with Stantec Consulting Services Inc., not to exceed eight hundred thousand dollars (\$800,000.00), for the professional services 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.

L. Report of the Improvement & Services Committee (October 9, 2018).

- 1. To refer to staff the request by Ald. Nicholson to create a plan to help relieve water issues at Main and East Mason Streets and East Mason and Schwartz Streets.**
- 2. To hold until the next Improvement and Services Committee meeting the request by Ald. Wery to review how sidewalk replacements are funded.**

3. To approve the 2019 Department of Public Works Stormwater Utility, Sanitary Sewerage District, and Parking System Division non-levy equipment acquisition plans.
4. To receive and place on file the report of contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #1 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$74,258.
5. To hold until the next Improvement and Services Committee meeting the review and award of the contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT).
6. To approve payment for the following easement:

W. Walnut Street at S. Ashland Avenue – Traffic Signal Equipment

Parcel 3-73, Bonnie Nykvist, \$300

7. To approve applications for Concrete Sidewalk Builder's Licenses by the following:
 - A. Green Bay Concrete
 - B. Wood Sewer & Excavating, Inc.
8. To approve Relocation Claims for the Webster Avenue project and authorize payments.

M. Report of the Protection & Policy Committee (October 8, 2018).

1. To approve the change of agent for Kwik Trip, Inc. at 515 W. Walnut St.
2. To approve an application for a "Class A" Liquor License by Dousman Fuel, Inc. at 606 Dousman St., with the approval of the proper authorities and subject to 2/3rds vote from Council (Currently has a Class "A" Beverage License).
3. To hold until next meeting General Ordinance No. 28-18, an ordinance to repeal and recreate Section 6.15 Green Bay Municipal Code relating to special events, for staff to obtain additional input from local organizations.
4. To refer back to staff to draft an amendment to General Ordinance 27-18 as follows:
 - A. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, to increase the amount from 25 grams to 28 grams. (3-1)
 - B. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, to add community service in lieu of or in conjunction with the fine penalty. (3-1)
 - C. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, including looking into and bringing back suggestions for changing the fines for possession of THC in privately owned residences vs. public places, to distinguish between marijuana pipes and other types of pipes, and to obtain input from Municipal Court and the Police Department. (3-1)
5. To receive and place on file the Liquor Violation Report from the Police Department for October 8, 2018.

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

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

O. Report of the Plan Commission (October 8, 2018).

- I. To authorize a Conditional Use Permit (CUP) to permit the redevelopment of a motor freight operation in a Business Park (BP) District at 1634-1710 Cofrin Drive, subject to the following conditions:
 - a. Compliance with all regulations of the Green Bay Municipal Code.
 - b. Consolidate two separate parcel into a single lot.
 - c. Vegetation within the southern buffer area be primarily evergreen.
2. To authorize a Conditional Use Permit (CUP) for the height of a detached accessory garage in a Low Density Residential (RI) District at 2574 West Point Road, subject to the following conditions:
 - a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
 - b. Continuance of similar style of architecture, exterior construction material, and color of the structure.

3. To authorize a Conditional Use Permit (CUP) to extend the emergency shelter use at 411 St. John Street, submitted by Alexia Wood, St. John the Evangelist Homeless Shelter subject to the following conditions:
 - a. A maximum 84-bed temporary emergency homeless shelter located in the former St. John's School, 411 St. John Street (Tax Parcel No. 13-106) to November 1, 2021. The facility is to be operated for a typical season from November 1 to April 30 with a scaled back summer program from April 30 to November 1. Any modification of the use will require Plan Commission and Common Council approval.
 - b. If the temporary emergency facility use at 411 St. John Street is discontinued, the operation is dissolved, or if the Green Bay Catholic Diocese of Green Bay no longer manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
 - c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the temporary emergency homeless shelter including but not limited to: Police calls and other documented safety concerns. Inadequate facilities.
 - d. The St. John the Evangelist Homeless Shelter staff shall provide reports to the Protection & Welfare Committee detailing those served by the facility as requested by the Committee.
 - e. The St. John the Evangelist Homeless Shelter staff shall meet as necessary with the Navarino Neighborhood Association, the Astor Neighborhood Association and the Downtown Neighborhood Association to address any concerns of neighbors.
 - f. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
 - g. A mandatory background check for all shelter residents is required. A list of residents and their home community and/or County shall be provided upon request of the City of Green Bay.
 - h. St. John the Evangelist Homeless Shelter staff shall maintain a history of residents for the previous three years who have stayed at the shelter.
 - i. An operational plan shall be approved by the Community Police and Case Management of the Brown County Human Services Department and implemented by the St. John Homeless Shelter staff for the opening of the temporary emergency homeless shelter facility located at 411 St. John Street.
 - j. Conformance with the submitted operating plan for the St. John the Evangelist Homeless Shelter.

P. Report of the Finance Committee (October 9, 2018).

1. To refer to staff to continue working on requested amendments to Claims administration Procedure ordinance (GBMC 7.01 et seq).
2. To have staff follow the direction that was given in closed session on Notice of Decision from the US Dept of the Interior regarding the intent to take land into trust – Cornelius, Kestell, and Debenedetto parcels.

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

Q. Report of the Tax Incremental Districts Joint Review Committee (October 4, 2018).

1. To approve the adoption of a Territory Amendment to the Project Plan for Tax Incremental District Twelve (TID 12): I-43 Industrial Park.
2. To approve the creation of rehabilitation and conservation Tax Incremental District Twenty (TID 20): Whitney Park, and adopt the Project Plan.
3. To approve the creation of blight elimination Tax Incremental District Twenty-One (TID 21): Green Bay Packaging, and adopt the Project Plan.

R. Receive & Place on File.

1. Building Permit Report for September 2018.
2. Municipal Court Report for September 2018.

S. Resolutions.

1. Resolution accepting Relocation Claims for N. Webster Avenue.
2. Resolution authorizing Conditional-Use approval at 1634-1710 Cofrin Drive.
3. Resolution authorizing Conditional-Use approval at 2574 West Point Road.
4. Resolution authorizing Conditional-Use approval at 411 St. John Street.
5. Resolution approving traffic signal equipment easement for W. Walnut Street.
6. Resolution to amend and correct scrivener's error in initial resolution vacating a portion of Donald Driver Way.

T. Referral of Petitions & Communications.

U. Committee of the Whole.

1. Consideration with possible action on Consent to Contract Assignment to Arlington Computer Products, LLC for Lot "MM" Parking Lease Agreement, Camera Corner Connecting Point.
2. Consideration with possible action on Development Agreement 18-06 with Breakthrough Fuel, LLC for development project at the Shipyard, 239 Arndt St., 101 Bridge St., and 119 Bridge St. (Tax Parcels 3-551, 3-554-A, 3-556).

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V. Adjournment.

- 1) **SUPPLEMENTAL INFORMATION:** The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # H.I.

Mayor's Extra Mile Award

Jim Belongia

For supporting veterans and founding the City Stadium Run

Aaron Popkey

For creating lasting partnerships

John Roake

For volunteering in numerous community activities

Uncle Mike's Bake Shoppe

For the coolest thing made in Wisconsin-Sea Salt Caramel Pecan Kringle

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
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MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # H.2.

Carnegie Medal

James Williams

For helping rescue Jaikeem Hillard from a dog attack.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

ZONING ORDINANCE NO. 15-18

AN ORDINANCE AMENDING ZONING ORDINANCE 11-13 ZONING CERTAIN LAND LOCATED ON THE EAST SIDE OF NORTH BROADWAY (400 THROUGH 600 BLOCK) AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 18-12)

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

SECTION 1. Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

All of Lot 17 and Lot 18 of "Larsen Green" (Volume 23, Plats, Page 17, Document Number 2433894, Brown County Records), part of Lot 1 of Volume 31, Certified Survey Maps, Page 144, Document Number 1432656, part of the Fort Howard Military Reserve, now known as the Railroad Grant, all being located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along a Westerly line of said Lot 17 being the arc of a 245.50 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 839.31; thence N63°50'01"W, 557.92 feet along the North Right-of-Way of "Kellogg Street" and its extension; thence 17.47 feet along the arc of an 11.00 foot radius curve to the right whose long chord bears N19°19'35"W, 15.69 feet to the East Right of Way of "North Broadway" also known as "U.S. Highway 141"; thence N26°09'57"E, 916.59 feet along East Right of Way to the point of beginning.

Planned Unit Development area contains 753,159 square feet/17.29 acres more or less.

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. LAND-USE. The only permitted or conditional uses that may be established and/or maintained within the PUD area shall be those uses listed in the Downtown (D) Zoning District as enumerated within Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

1. Permitted Uses. The following uses shall also be considered permitted uses within the PUD area:
 - a. Dormitories.
 - b. Restaurant or bar with entertainment/nightclub.
 - c. Multiple-family uses within Development Area "A", as depicted on Exhibit B - Development Areas, are only permitted as a component of a mixed-use building.
 - d. Parking structures.
 - e. Temporary parking may be provided as a permitted use to facilitate the incremental development of the overall site but is not intended to be a permanent principal use.
 - (1) Property containing temporary parking uses must remain for sale/lease and be actively marketed as such.
 - (2) Temporary parking shall be permitted no greater than five (5) years from the date of its construction. Annual extensions beyond the five (5) years shall require Plan Commission approval.
2. Conditional Uses. The following uses shall be considered conditional uses within the PUD area:
 - a. Schools and colleges/universities (200+ capacity).
 - b. Daycare homes, daycare centers and preschools.
 - c. Community Gardens.
 - d. Religious institution/place of worship (200+ capacity).
 - e. Funeral homes.
3. Prohibited Uses. The following uses shall be prohibited within the PUD area:
 - a. Furniture and appliance rental/leasing establishments.
 - b. Tool/equipment rental facilities.
 - c. Rooming/boarding house or shelter facilities.
 - d. Motels.
 - e. With the exception of structured or surface parking, vehicles service uses are prohibited. These include but are not limited to:
 - (1) Auto rental or sales
 - (2) Car wash
 - (3) Fueling/gas/service station

- (4) Motor vehicle repair
- (5) Outdoor display of vehicles

- 4. Accessory Uses. The following accessory uses shall be regulated within the PUD area as follows:
 - a. Gardening and other horticultural uses shall require a Conditional Use Permit.
 - b. Private indoor recreational facilities shall be a permitted use.
 - c. Private outdoor recreational facilities shall require a Conditional Use Permit.
 - d. On-site energy generation and renewable energy sources shall require a Conditional Use Permit.
 - e. Ancillary structures such as kiosks, pavilions, information centers, refreshment stands and similar buildings are permitted accessory buildings. Ancillary structures are limited in number to no greater than six (6) and limited in size to no greater than 400 square feet individually/2,400 square in aggregate. Ancillary structures greater than 400 square feet shall require a Conditional Use Permit.
 - f. Accessory structures such as tool houses, sheds and similar buildings shall require a Conditional Use Permit.

- B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

- C. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

- 1. Lot Width and Area. Minimum lot width and lot area shall be regulated by use.
 - a. Attached single-family dwellings/townhomes: minimum lot width of 15 feet per unit with minimum lot area of 1,500 square feet per unit.
 - b. Multiple-family dwellings: minimum lot width of 40 feet with minimum lot area of 750 square feet per unit.
 - c. Mixed-use or non-residential: No minimum lot width or minimum lot area.
- 2. Floor area ratio (FAR)
 - a. Minimum FAR
 - (1) Development Area "A": 1.0.
 - (2) Development Areas "B" or "C": 0.5.
 - b. Maximum FAR throughout the PUD area: 5.0.

- c. Usable rooftops; exterior decks; patios; and unoccupied/non-accessible basements are not included in the FAR calculation.
 - d. Below-grade or above-grade structured parking may or may not be included in the FAR calculation.
- 3. Setbacks. Modifications to required setbacks are established by Development Area, as depicted on Exhibit B - Development Areas.
 - a. Development Area "A"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way and land area dedicated to Elmore Commons. Maximum setback is 15 feet. Additionally, no less than 80% of a structures façade fronting the right-of-way shall be at 0 feet with the following inclusion:
 - i. Up to 20% of the required 0 foot setback structure frontage may be made up of active pedestrian scale hardscape areas including but limited to pedestrian entrances, public art installations, plazas and sidewalk cafes which will be calculated as if they are a structure façade.
 - (2) Front yard setback, surface parking: Minimum setback for yards fronting the public right-of-way for surface parking is 80 feet.
 - i. An exception to the minimum front yard setback for parking is established to allow driveway/drive aisle needed to access the parking area.
 - (3) Front yard setback, ancillary structures: Minimum setback for yards fronting the public right-of-way for ancillary structures is 80 feet when located on currently unimproved frontages. Ancillary structures located on improved frontages shall not be located between a principal structure and the right-of-way.
 - b. Development Areas "B"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way. Maximum setback is 15 feet.
 - (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
 - (3) Rear yard, principal structure abutting Broadway: Minimum rear yard setback along the first 143 feet of the north lot line extending east from Broadway right-of-way line shall be five (5) feet.
 - (4) Rear yard, surface parking: No minimum setback for surface parking that abuts or is opposite surface parking on adjoining property.
 - c. Development Area "C"
 - (1) Setback, principal structures: Setbacks for principal structures within Development Area "C" shall meet the Nonresidential and Mixed-Use dimensional regulations of the Downtown (D) Zoning

District as set forth in Section 13-700 of the Green Bay Zoning Code.

- (2) Front yard, surface parking: Surface parking shall not be permitted between a structure's front façade and the public right-of-way.
 - (3) Rear and side yard: To accommodate shared access to rear or side yard parking areas, there shall be no rear or side yard setback for parking and drive aisles associated with attached single-family dwellings/townhomes.
4. Height. Modifications to minimum and maximum building heights are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Areas "A"
 - (1) Principal structures
 - i. Minimum principal building height shall be three (3) stories/35 feet overall with the exception that the maximum height may be two (2) stories/25 feet along the public right-of-way to a maximum depth of 40 feet.
 - ii. Maximum principal building height shall be five (5) stories/70 feet.
 - (3) Accessory and ancillary structures
 - i. Accessory and ancillary structures shall have a maximum height of one (1) story/16 feet.
 - b. Development Area "B" and "C"
 - (1) Minimum building height shall be two (2) stories/25 feet.
 - (2) Maximum building height shall be four (4) stories/50 feet.
5. Impervious Surface. Modifications to impervious surface requirements are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Area "A"
 - (1) Maximum impervious surface associated with structures is 100%.
 - (2) Maximum impervious surface associated with surface parking facilities is 50%. Also referenced in maximum parking area in Section G.2 of the PUD.
 - i. Impervious surface associated with temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
 - b. Development Areas "B" and "C"
 - (1) Maximum impervious surface is 60%.
 - c. These requirements may be satisfied by taking an aggregate of the impervious surface/green space throughout the entire Development Area as an alternative to providing it on each individual lot within a particular Development Area.

- d. Beyond typical green space, when calculating impervious surface, exposed balconies; decks; patios; active hardscaped plazas; roof gardens; green roofs and planters may be included as pervious surfaces.
- e. This Section does not negate or supersede landscaping requirements as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

D. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Designed with landscaping providing human-scale interest and incorporating native plant species where possible.
 - b. Include public interface and interaction through the use of site amenities such as walking paths, sitting areas, art and educational/interpretive signage.

E. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-2000 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
 - a. Free-standing Signage. Freestanding ground signage within the PUD is limited to monument signs. Pole/pylon signs are prohibited.
 - b. Wall Signage. One (1) wall sign and one (1) awning sign shall be permitted on each building façade facing a public right-of-way or land area dedicated to Elmore Commons within Development Area “A”.
 - (1) In multiple-tenant buildings, one (1) wall sign and one (1) awning/canopy sign shall be permitted per tenant.
 - (2) Total wall and awning/canopy sign area shall not exceed 20% of

the overall area of the façade for which it is located or 600 square feet, whichever is greater. No individual sign shall exceed 200 square feet.

- (3) The sign copy area of awning/canopy signs shall not exceed 25% of the background area of the awning surface to which it is affixed. Non-commercial graphic treatments on awnings/canopies are not considered sign copy.

- c. Projecting signage. Each individual unit/tenant space facing a public right-of-way or land area dedicated to Elmore Commons shall be permitted one projecting sign.

- (1) Projecting sign area shall not exceed 45 square feet per sign.

- (2) Projecting signs on a single façade shall have a minimum separation of 20 feet.

- c. Signage identifying uses located within the PUD boundaries, although not on the parcel for which the use is located, is permitted at vehicular and pedestrian ingress/egress locations along the east side of North Broadway, north side of Kellogg Street, south side of Bond Street and west side of Donald Driver Way.

- (1) Such free-standing signage shall meet the dimensional and sign area standards and allowances for monument signs and is included in the calculation of maximum allowed signs and sign area.

- (2) Such signage attached to buildings shall meet the dimensional and sign area standards and allowances of wall signs and is included in the calculation of maximum allowed signs and sign area.

- d. Directional signage (not associated with commercial advertising) shall be permitted throughout the development area and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:

- (1) A term or logo identifying the development area as a whole such as “The Rail Yard” or “The Rail Yard Innovation Center” shall be considered directional signage when used as an accent feature for amenities such as fence railing, furniture, gateway markers, etc.

- (2) Signage area for regular directional signs shall not exceed 15 square feet per sign. Signage related to development area identification shall not exceed 20 square feet per sign.

- F. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Refuse material containers and mechanical equipment shall not be located between a principal structure's front facade and the public right-of-way and shall be screened so as not to be visible from the public right-of-way with materials compatible to the nearest structure.
2. Shared communal recycling/trash may be utilized in lieu of dedicated space on individual sites provided that proof of sufficient capacity exists for the number of proposed users and a recorded shared access/use agreement is provided.

G. PARKING. Parking shall meet the following general standards:

1. Non-residential uses shall have no minimum automobile parking requirements.
 - a. Bicycle parking shall be provided on-site at the rate of one (1) space per ten (10) established permanent surface automobile spaces. Bicycle parking facilities shall be located on a hard surface area with clear access to the public right-of-way and building entrances and shall not conflict with pedestrian or motorized traffic.
2. Residential uses shall provide a minimum of one (1) automobile parking space per dwelling unit, though the space does not need to be dedicated to the dwelling unit itself.
 - a. This requirement may be met through the use of shared parking facilities located throughout the PUD area providing that the total required spaces are met.
 - b. Spaces utilized to meet the residential parking requirements must be protected through ownership and/or a recorded shared access and parking agreement.
3. Maximum area associated with surface parking facilities within Development Area "A" shall be no greater than 50% of the total land area of Development Area "A".
 - a. Temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
4. When incremental development is proposed, a parking analysis identifying current conditions and future demand within the entire PUD area may be required to be submitted as part of the site plan process.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures and shall not exceed twenty-five (25) feet in height, as measured from ground level.

2. Pedestrian lighting for walkways shall not exceed sixteen (16) feet in height, as measured from ground level.
 3. Lighting shall be coordinated within the PUD area and be consistent in style & type.
 - a. Differentiation of ground mounted lighting may be permitted if consistency is established within each identified Development Area of the PUD.
 - b. Wall or roof-mounted lighting shall be integrated into overall building design. Fixtures shall be consistent for the either the entire building or alternatively for each of the buildings individual units.
 4. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:
1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process.
- J. ARCHITECTURE. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest.
1. Applicability. Architectural design of new construction, additions to existing buildings, and alterations to existing buildings within the PUD area shall meet the standards as set forth below:
 - a. New Construction. The requirements of this Section shall apply to all structures and buildings within the PUD area constructed after the effective date of its adoption.
 - b. Existing Buildings. Existing buildings should exercise repair over replacement whenever feasible.
 - (1) Additions. Additions to buildings constructed prior to the effective date of the PUD adoption shall match or be substantially similar to the design and material of the existing building.
 - (2) Alterations/Renovation. For all buildings constructed prior to the effective date of the PUD adoption, alterations and renovations shall have the option of complying with the standards of this

Section or match/be substantially similar to the design and material of the existing building.

- c. Exceptions and Appeals. Exceptions to the Architectural Design Standards of the PUD may be granted by the Director of Community and Economic Development to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of this Section.

- (1) Decisions rendered by the Director of Community and Economic Development may be appealed to the Plan Commission.

- (2) The Plan Commission is authorized to grant variances from the strict application of the Architectural Design Standards of the PUD.

2. Architectural Design Standards.

- a. Orientation.

- (1) Front façades shall face the street right-of-way, land area dedicated to Elmore Commons or pedestrian way/internal drive aisle (if building does not front the right-of-way). Corner-side facades should include windows, doors and/or other architectural components typically associated with front facades, though overall emphasis should be placed on the primary elevation.

- (2) Service or loading areas shall not be permitted between the building and the street right-of-way, land dedicated to Elmore Commons or pedestrian way/internal drive aisle for which the building fronts.

- b. Exterior Materials. Building materials should be durable and appropriate for the district.

- (1) Exterior building façades shall be predominately:

- i. Brick or brick veneer.
 - ii. Stone or stone veneer.
 - iii. Glass (curtain/storefront).
 - iv. Windows and doors.

- (2) The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 30% of any façade in Development Area A. In Development Areas B and C, secondary materials shall not cumulatively exceed 30% of any façade facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) and 50% of any façade not facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way):

- i. Concrete panels.
 - ii. Decorative or split-face block.
 - iii. Architectural/decorative metals.
 - iv. Wood or wood composite.
 - v. Cementitious panels/siding.
 - vi. Stucco or exterior insulation and finish system (EIFS).
- (3) The following materials are prohibited exterior building façade materials:
 - i. Smooth face or non-decorative block.
 - ii. Asphaltic, fiberglass, vinyl or metal siding.
 - iii. Non-decorative metal panels or corrugated metal.
 - iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
 - v. Imitation/"fake" brick or stone and gravel aggregates.
- (4) Material substitutions may be permitted as an exception per Section J.1.c of the PUD
 - i. Materials listed in Section J.4.b.(3) above may be used as accent materials, not to cumulatively exceed 15% of any individual building façade.
 - ii. Material not listed within the PUD but of comparable design and quality may be substituted for a primary or secondary building façade material.
- c. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided.
 - (1) Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
 - i. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
 - ii. Recesses or projections of the main façade plane.
 - iii. Recesses or projections of upper floors from the ground floor façade plane.
 - iv. Vertical division using different materials and textures.
 - v. Roof form variation such as the change in roof lines or roof types.
 - (2) Facades facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall consist of a minimum percentage of windows and doors to promote a visual connection. Mirrored, smoked, or heavily tinted glass is prohibited. The minimum percentage of windows and doors are based on floor and use as follows:
 - i. Ground floor, nonresidential use. Total area of windows and doors shall comprise no less than 50% of the ground floor façade area.

- ii. Ground floor, residential use. Total area of windows and doors shall comprise no less than 20% of the ground floor façade area.
 - iii. Upper floors, all uses. Total area of windows and doors shall comprise no less than 25% of the total façade area above the ground floor.
- d. Building Entrances. Main entrances shall be clearly identified and articulated through the use of detailing, distinctive materials and/or colors, projections, recesses or other comparable element.
 - (1) Main entries are defined as those regularly used by employees, customers, residents and/or visitors.
 - (2) Commercial entries are to be clear glass and/or have equal amount of sidelight glass to opaque doors.
- e. Patios, Decks and Balconies.
 - (1) Ground level patios and decks facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall be bordered with landscape treatments.
 - (2) Exterior stairs leading to a deck or balcony are not permitted on the front or right-of-way side of the building.
 - (3) Upper-story decks and balconies located on the wall shall be cantilevered (without any visible supports), stacked (supported by vertical columns), or hung (supported by chains from above).
- f. Roofs. Flat roofs are preferred. Pitched roofs are permitted if they are consistent with the building's architectural style or the character of the surrounding area.
 - (1) Rooftop terraces, decks, and gardens are highly encouraged.
- g. Mechanical and Exterior Building Systems. Mechanical and exterior building systems should be integrated into the overall building design.
 - (1) Roof-mounted equipment shall be screened, preferably by parapet walls. Screening shall be architecturally compatible with the structure which it is attached, be of identical or substantially similar materials used on the nearest building façade and designed as an integral part of the building.
 - (2) Wall mounted equipment are not permitted on the front or right-of-way side of the building.

K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C - Circulation Plan.

- 1. Areas identified as "Bond Street Extended" and "Donald Driver Way Extended" shall be dedicated to the public as street right-of-way.
 - a. "Bond Street Extended" and "Donald Driver Way Extended" shall connect North Broadway and Kellogg Street.

2. Areas identified as “Elmore Commons” shall either be dedicated to the public to act as a pedestrian mall or, if privately held, provide for public access and use through permanent easement(s).
 - a. “Elmore Commons” shall act as a pedestrian and bicycle link between North Broadway, Donald Driver Way extended and the multiple-use trail to be located along the eastern boundary of the PUD area.
 - b. One vehicular crossing from internal parking areas shall be permitted to traverse “Elmore Commons” within Development Area “A” if the following measures to ensure pedestrian safety are incorporated into its design, with final design approval by the Director of Community and Economic Development:
 - (1) Width of vehicle crossing shall not exceed 22 feet and any other surface pavement adjacent to “Elmore Commons” but outside the designated crossing include barrier(s) that prohibit vehicle movement.
 - (2) Pedestrian element of “Elmore Commons” is emphasized over the vehicular element through the use of different material/colors and is grade separated from adjoining drive aisles by means such as mountable curbing or a speed table.
 - (3) Signage and/or decorative gate mechanisms is installed on both the north and south side of the crossing, identifying “Elmore Commons” as a pedestrian way and possibly have the ability to limit vehicle crossing.
3. Areas identified as a multiple-use trail shall be dedicated to the public or if privately held provide for public access and use through permanent easement(s).
 - a. Multiple-use trail shall act as a pedestrian and bicycle link between “Bond Street extended”, “Elmore Commons” and Kellogg Street.
4. Coordinated pedestrian connections linking all individual building entries, public rights-of-way, “Elmore Commons”, and the multiple-use trail within the PUD area through the use of public sidewalks and/or private walks/trails.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

DB

9/18/18

Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C - Circulation Plan

EXHIBIT A - LOCATION MAP



EXHIBIT B - DEVELOPMENT AREAS

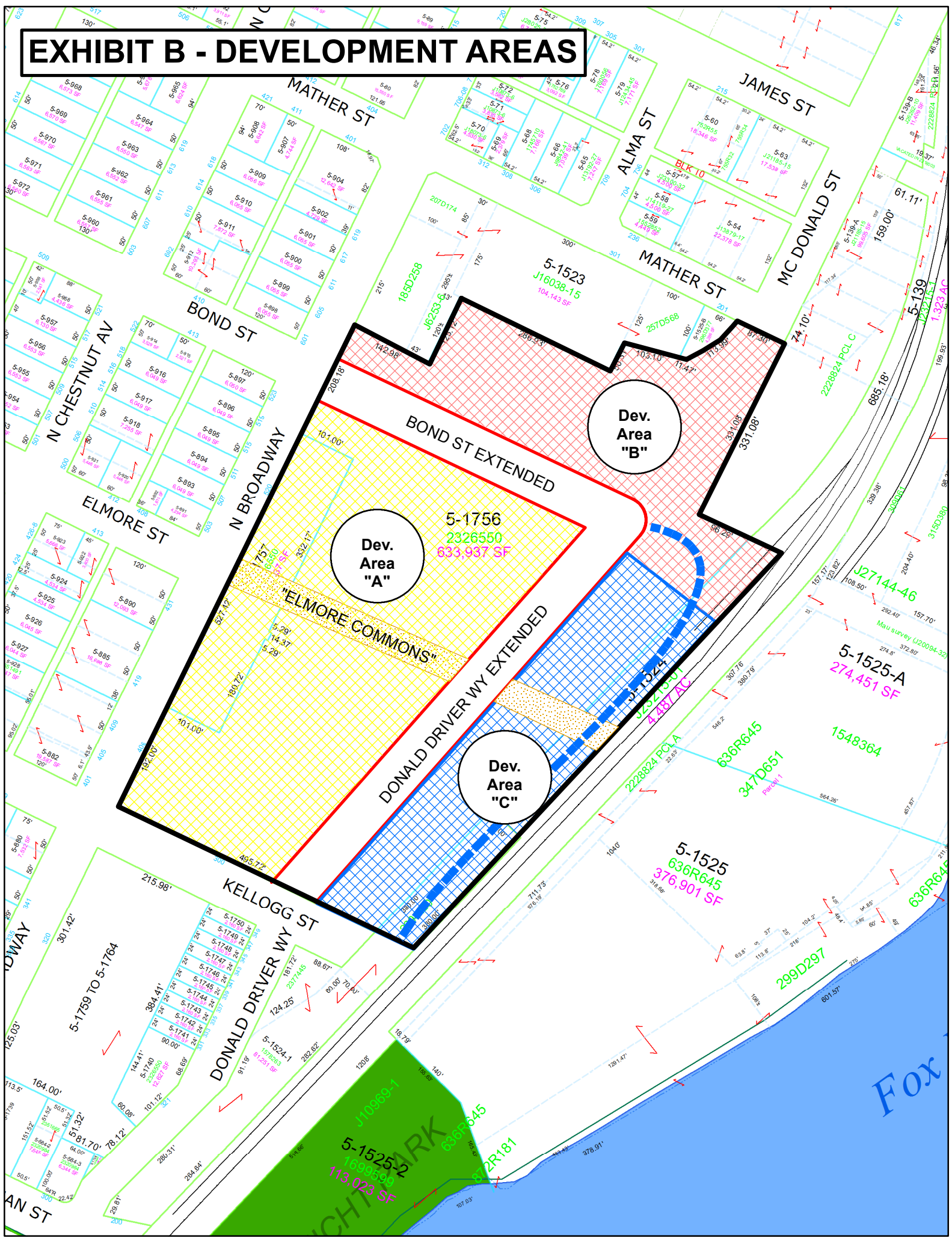


EXHIBIT C - CIRCULATION PLAN

The map illustrates a proposed multiple-use trail (highlighted in blue) that follows a path through the Elmore Commons area. The trail begins at Bond St Extended, runs eastward through the Elmore Commons, and then follows Donald Driver Wy Extended. A callout box points to the trail with the text "MULTIPLE-USE TRAIL".

Key streets shown include Mather St, Alma St, James St, Mc Donald St, Bond St, N Broadway, N Chestnut Av, Elmore St, Kellogg St, and Donald Driver Wy. The map also displays various property lots with their respective numbers and areas, such as 5-1756 (232,650 SF), 5-1524 (4,487 SF), and 5-1525-A (274,451 SF).

ZONING ORDINANCE NO. 15-18

AN ORDINANCE AMENDING ZONING ORDINANCE 11-13 ZONING CERTAIN LAND LOCATED ON THE EAST SIDE OF NORTH BROADWAY (400 THROUGH 600 BLOCK) AS A PLANNED UNIT DEVELOPMENT DISTRICT (ZP 18-12)

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

SECTION 1. Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

All of Lot 17 and Lot 18 of "Larsen Green" (Volume 23, Plats, Page 17, Document Number 2433894, Brown County Records), part of Lot 1 of Volume 31, Certified Survey Maps, Page 144, Document Number 1432656, part of the Fort Howard Military Reserve, now known as the Railroad Grant, all being located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the most Northwesterly corner of Lot 17 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S63°49'46"E, 142.98 feet along a Northerly line of said Lot 17; thence N26°10'14"E, 125.12 feet along a Westerly line of said Lot 17; thence S63°48'57"E, 286.93 feet along a Northerly line of said Lot 17; thence N26°11'42"E, 50.31 feet along a Westerly line of said Lot 17; thence S77°47'32"E, 103.10 feet along a Northerly line of said Lot 17; thence S63°49'46"E, 11.47 feet along a Northerly line of said Lot 17; thence 113.99 feet along a Westerly line of said Lot 17 being the arc of a 245.50 foot radius curve to the left whose long chord bears N53°59'00"E, 112.97 feet; thence S63°45'33"E, 87.30 feet along the South right of way of "Mather Street"; thence S26°19'10"W, 331.08 feet along an Easterly line of said Lot 17; thence S64°18'02"E, 166.12 feet along a Northerly line of said Lot 17 and its extension; thence 100.58 feet along the arc of a 1,816.08 foot radius curve to the right whose long chord bears S41°19'11"W, 100.57 feet; thence S43°35'20"W, 839.31; thence N63°50'01"W, 557.92 feet along the North Right-of-Way of "Kellogg Street" and its extension; thence 17.47 feet along the arc of an 11.00 foot radius curve to the right whose long chord bears N19°19'35"W, 15.69 feet to the East Right of Way of "North Broadway" also known as "U.S. Highway 141"; thence N26°09'57"E, 916.59 feet along East Right of Way to the point of beginning.

Planned Unit Development area contains 753,159 square feet/17.29 acres more or less.

SECTION 2. Pursuant to Section 13.1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. LAND-USE. The only permitted or conditional uses that may be established and/or maintained within the PUD area shall be those uses listed in the Downtown (D) Zoning District as enumerated within Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

1. Permitted Uses. The following uses shall also be considered permitted uses within the PUD area:
 - a. Dormitories.
 - b. Restaurant or bar with entertainment/nightclub.
 - c. Multiple-family uses within Development Area "A", as depicted on Exhibit B - Development Areas, are only permitted as a component of a mixed-use building.
 - d. Parking structures.
 - e. Temporary parking may be provided as a permitted use to facilitate the incremental development of the overall site but is not intended to be a permanent principal use.
 - (1) Property containing temporary parking uses must remain for sale/lease and be actively marketed as such.
 - (2) Temporary parking shall be permitted no greater than five (5) years from the date of its construction. Annual extensions beyond the five (5) years shall require Plan Commission approval.
2. Conditional Uses. The following uses shall be considered conditional uses within the PUD area:
 - a. Schools and colleges/universities (200+ capacity).
 - b. Daycare homes, daycare centers and preschools.
 - c. Community Gardens.
 - d. Religious institution/place of worship (200+ capacity).
 - e. Funeral homes.
3. Prohibited Uses. The following uses shall be prohibited within the PUD area:
 - a. Furniture and appliance rental/leasing establishments.
 - b. Tool/equipment rental facilities.
 - c. Rooming/boarding house or shelter facilities.
 - d. Motels.
 - e. With the exception of structured or surface parking, vehicles service uses are prohibited. These include but are not limited to:
 - (1) Auto rental or sales
 - (2) Car wash
 - (3) Fueling/gas/service station

- (4) Motor vehicle repair
- (5) Outdoor display of vehicles

- 4. Accessory Uses. The following accessory uses shall be regulated within the PUD area as follows:
 - a. Gardening and other horticultural uses shall require a Conditional Use Permit.
 - b. Private indoor recreational facilities shall be a permitted use.
 - c. Private outdoor recreational facilities shall require a Conditional Use Permit.
 - d. On-site energy generation and renewable energy sources shall require a Conditional Use Permit.
 - e. Ancillary structures such as kiosks, pavilions, information centers, refreshment stands and similar buildings are permitted accessory buildings. Ancillary structures are limited in number to no greater than six (6) and limited in size to no greater than 400 square feet individually/2,400 square in aggregate. Ancillary structures greater than 400 square feet shall require a Conditional Use Permit.
 - f. Accessory structures such as tool houses, sheds and similar buildings shall require a Conditional Use Permit.

- B. FINAL SITE PLAN APPROVAL. Following the adoption of this ordinance and prior to the issuance of building permits, the petitioner shall receive approval of final site plans from the CDRT (Community Development Review Team).

- C. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-700 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:

- 1. Lot Width and Area. Minimum lot width and lot area shall be regulated by use.
 - a. Attached single-family dwellings/townhomes: minimum lot width of 15 feet per unit with minimum lot area of 1,500 square feet per unit.
 - b. Multiple-family dwellings: minimum lot width of 40 feet with minimum lot area of 750 square feet per unit.
 - c. Mixed-use or non-residential: No minimum lot width or minimum lot area.
- 2. Floor area ratio (FAR)
 - a. Minimum FAR
 - (1) Development Area "A": 1.0.
 - (2) Development Areas "B" or "C": 0.5.
 - b. Maximum FAR throughout the PUD area: 5.0.

- c. Usable rooftops; exterior decks; patios; and unoccupied/non-accessible basements are not included in the FAR calculation.
 - d. Below-grade or above-grade structured parking may or may not be included in the FAR calculation.
- 3. Setbacks. Modifications to required setbacks are established by Development Area, as depicted on Exhibit B - Development Areas.
 - a. Development Area "A"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way and land area dedicated to Elmore Commons. Maximum setback is 15 feet. Additionally, no less than 80% of a structures façade fronting the right-of-way shall be at 0 feet with the following inclusion:
 - i. Up to 20% of the required 0 foot setback structure frontage may be made up of active pedestrian scale hardscape areas including but limited to pedestrian entrances, public art installations, plazas and sidewalk cafes which will be calculated as if they are a structure façade.
 - (2) Front yard setback, surface parking: Minimum setback for yards fronting the public right-of-way for surface parking is 80 feet.
 - i. An exception to the minimum front yard setback for parking is established to allow driveway/drive aisle needed to access the parking area.
 - (3) Front yard setback, ancillary structures: Minimum setback for yards fronting the public right-of-way for ancillary structures is 80 feet when located on currently unimproved frontages. Ancillary structures located on improved frontages shall not be located between a principal structure and the right-of-way.
 - b. Development Areas "B"
 - (1) Front yard setback, principal structures: No minimum setback required for yards fronting the public right-of-way. Maximum setback is 15 feet.
 - (2) Front yard, surface parking: Surface parking shall not be permitted between a structures front façade and the public right-of-way.
 - (3) Rear yard, principal structure abutting Broadway: Minimum rear yard setback along the first 143 feet of the north lot line extending east from Broadway right-of-way line shall be five (5) feet.
 - (4) Rear yard, surface parking: No minimum setback for surface parking that abuts or is opposite surface parking on adjoining property.
 - c. Development Area "C"
 - (1) Setback, principal structures: Setbacks for principal structures within Development Area "C" shall meet the Nonresidential and Mixed-Use dimensional regulations of the Downtown (D) Zoning

District as set forth in Section 13-700 of the Green Bay Zoning Code.

- (2) Front yard, surface parking: Surface parking shall not be permitted between a structure's front façade and the public right-of-way.
 - (3) Rear and side yard: To accommodate shared access to rear or side yard parking areas, there shall be no rear or side yard setback for parking and drive aisles associated with attached single-family dwellings/townhomes.
4. Height. Modifications to minimum and maximum building heights are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Areas "A"
 - (1) Principal structures
 - i. Minimum principal building height shall be three (3) stories/35 feet overall with the exception that the maximum height may be two (2) stories/25 feet along the public right-of-way to a maximum depth of 40 feet.
 - ii. Maximum principal building height shall be five (5) stories/70 feet.
 - (3) Accessory and ancillary structures
 - i. Accessory and ancillary structures shall have a maximum height of one (1) story/16 feet.
 - b. Development Area "B" and "C"
 - (1) Minimum building height shall be two (2) stories/25 feet.
 - (2) Maximum building height shall be four (4) stories/50 feet.
5. Impervious Surface. Modifications to impervious surface requirements are established by Development Area, as depicted on Exhibit B - Development Areas.
- a. Development Area "A"
 - (1) Maximum impervious surface associated with structures is 100%.
 - (2) Maximum impervious surface associated with surface parking facilities is 50%. Also referenced in maximum parking area in Section G.2 of the PUD.
 - i. Impervious surface associated with temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
 - b. Development Areas "B" and "C"
 - (1) Maximum impervious surface is 60%.
 - c. These requirements may be satisfied by taking an aggregate of the impervious surface/green space throughout the entire Development Area as an alternative to providing it on each individual lot within a particular Development Area.

- d. Beyond typical green space, when calculating impervious surface, exposed balconies; decks; patios; active hardscaped plazas; roof gardens; green roofs and planters may be included as pervious surfaces.
- e. This Section does not negate or supersede landscaping requirements as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800.

D. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Designed with landscaping providing human-scale interest and incorporating native plant species where possible.
 - b. Include public interface and interaction through the use of site amenities such as walking paths, sitting areas, art and educational/interpretive signage.

E. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage shall meet the standards for the Downtown (D) Zoning District as set forth in Section 13-2000 of the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, with the following modifications:
 - a. Free-standing Signage. Freestanding ground signage within the PUD is limited to monument signs. Pole/pylon signs are prohibited.
 - b. Wall Signage. One (1) wall sign and one (1) awning sign shall be permitted on each building façade facing a public right-of-way or land area dedicated to Elmore Commons within Development Area “A”.
 - (1) In multiple-tenant buildings, one (1) wall sign and one (1) awning/canopy sign shall be permitted per tenant.
 - (2) Total wall and awning/canopy sign area shall not exceed 20% of

the overall area of the façade for which it is located or 600 square feet, whichever is greater. No individual sign shall exceed 200 square feet.

- (3) The sign copy area of awning/canopy signs shall not exceed 25% of the background area of the awning surface to which it is affixed. Non-commercial graphic treatments on awnings/canopies are not considered sign copy.

- c. Projecting signage. Each individual unit/tenant space facing a public right-of-way or land area dedicated to Elmore Commons shall be permitted one projecting sign.

- (1) Projecting sign area shall not exceed 45 square feet per sign.

- (2) Projecting signs on a single façade shall have a minimum separation of 20 feet.

- c. Signage identifying uses located within the PUD boundaries, although not on the parcel for which the use is located, is permitted at vehicular and pedestrian ingress/egress locations along the east side of North Broadway, north side of Kellogg Street, south side of Bond Street and west side of Donald Driver Way.

- (1) Such free-standing signage shall meet the dimensional and sign area standards and allowances for monument signs and is included in the calculation of maximum allowed signs and sign area.

- (2) Such signage attached to buildings shall meet the dimensional and sign area standards and allowances of wall signs and is included in the calculation of maximum allowed signs and sign area.

- d. Directional signage (not associated with commercial advertising) shall be permitted throughout the development area and meet the standards set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-2005 with the following modifications:

- (1) A term or logo identifying the development area as a whole such as "The Rail Yard" or "The Rail Yard Innovation Center" shall be considered directional signage when used as an accent feature for amenities such as fence railing, furniture, gateway markers, etc.

- (2) Signage area for regular directional signs shall not exceed 15 square feet per sign. Signage related to development area identification shall not exceed 20 square feet per sign.

- F. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and further regulated as follows:

1. Refuse material containers and mechanical equipment shall not be located between a principal structure's front facade and the public right-of-way and shall be screened so as not to be visible from the public right-of-way with materials compatible to the nearest structure.
2. Shared communal recycling/trash may be utilized in lieu of dedicated space on individual sites provided that proof of sufficient capacity exists for the number of proposed users and a recorded shared access/use agreement is provided.

G. PARKING. Parking shall meet the following general standards:

1. Non-residential uses shall have no minimum automobile parking requirements.
 - a. Bicycle parking shall be provided on-site at the rate of one (1) space per ten (10) established permanent surface automobile spaces. Bicycle parking facilities shall be located on a hard surface area with clear access to the public right-of-way and building entrances and shall not conflict with pedestrian or motorized traffic.
2. Residential uses shall provide a minimum of one (1) automobile parking space per dwelling unit, though the space does not need to be dedicated to the dwelling unit itself.
 - a. This requirement may be met through the use of shared parking facilities located throughout the PUD area providing that the total required spaces are met.
 - b. Spaces utilized to meet the residential parking requirements must be protected through ownership and/or a recorded shared access and parking agreement.
3. Maximum area associated with surface parking facilities within Development Area "A" shall be no greater than 50% of the total land area of Development Area "A".
 - a. Temporary parking may be increased to no greater than 75%, with approval of the Director of Community and Economic Development.
4. When incremental development is proposed, a parking analysis identifying current conditions and future demand within the entire PUD area may be required to be submitted as part of the site plan process.

H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-500 and further regulated as follows:

1. Parking lot lighting shall consist of sharp cut-off fixtures and shall not exceed twenty-five (25) feet in height, as measured from ground level.

2. Pedestrian lighting for walkways shall not exceed sixteen (16) feet in height, as measured from ground level.
 3. Lighting shall be coordinated within the PUD area and be consistent in style & type.
 - a. Differentiation of ground mounted lighting may be permitted if consistency is established within each identified Development Area of the PUD.
 - b. Wall or roof-mounted lighting shall be integrated into overall building design. Fixtures shall be consistent for the either the entire building or alternatively for each of the buildings individual units.
 4. Lighting plan indicating fixtures, placement, and height shall be included as part of the site plan submittal.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Chapter 13, Green Bay Municipal Code, Section 13-1800 and the standards as set forth within this PUD and further regulated as follows:
1. Landscape plans shall be submitted with all commercial and mixed-use developments as part of the site plan process.
- J. ARCHITECTURE. The purpose of this Section is to regulate the design and materials used for buildings within the PUD to maintain and enhance the aesthetic, function, and values of property within the greater area. This Section is further intended to support a pedestrian-orientated urban environment that maintains a consistent character of development emphasizing design principals of human scale and visual interest.
1. Applicability. Architectural design of new construction, additions to existing buildings, and alterations to existing buildings within the PUD area shall meet the standards as set forth below:
 - a. New Construction. The requirements of this Section shall apply to all structures and buildings within the PUD area constructed after the effective date of its adoption.
 - b. Existing Buildings. Existing buildings should exercise repair over replacement whenever feasible.
 - (1) Additions. Additions to buildings constructed prior to the effective date of the PUD adoption shall match or be substantially similar to the design and material of the existing building.
 - (2) Alterations/Renovation. For all buildings constructed prior to the effective date of the PUD adoption, alterations and renovations shall have the option of complying with the standards of this

Section or match/be substantially similar to the design and material of the existing building.

- c. Exceptions and Appeals. Exceptions to the Architectural Design Standards of the PUD may be granted by the Director of Community and Economic Development to permit substitute building materials, construction of comparable quality or design, or to enable unique and inventive architectural concepts when it can be demonstrated that such exception(s) are keeping with the purpose of this Section.

- (1) Decisions rendered by the Director of Community and Economic Development may be appealed to the Plan Commission.

- (2) The Plan Commission is authorized to grant variances from the strict application of the Architectural Design Standards of the PUD.

2. Architectural Design Standards.

- a. Orientation.

- (1) Front façades shall face the street right-of-way, land area dedicated to Elmore Commons or pedestrian way/internal drive aisle (if building does not front the right-of-way). Corner-side facades should include windows, doors and/or other architectural components typically associated with front facades, though overall emphasis should be placed on the primary elevation.

- (2) Service or loading areas shall not be permitted between the building and the street right-of-way, land dedicated to Elmore Commons or pedestrian way/internal drive aisle for which the building fronts.

- b. Exterior Materials. Building materials should be durable and appropriate for the district.

- (1) Exterior building façades shall be predominately:

- i. Brick or brick veneer.
 - ii. Stone or stone veneer.
 - iii. Glass (curtain/storefront).
 - iv. Windows and doors.

- (2) The following materials may be used as secondary building façade materials. Secondary materials shall not cumulatively exceed 30% of any façade in Development Area A. In Development Areas B and C, secondary materials shall not cumulatively exceed 30% of any façade facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) and 50% of any façade not facing the public right-of-way, land area dedicated as Elmore Commons, or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way):

- i. Concrete panels.
 - ii. Decorative or split-face block.
 - iii. Architectural/decorative metals.
 - iv. Wood or wood composite.
 - v. Cementitious panels/siding.
 - vi. Stucco or exterior insulation and finish system (EIFS).
- (3) The following materials are prohibited exterior building façade materials:
 - i. Smooth face or non-decorative block.
 - ii. Asphaltic, fiberglass, vinyl or metal siding.
 - iii. Non-decorative metal panels or corrugated metal.
 - iv. Plywood, chipboard, rough texture wood siding, or other non-decorative wood.
 - v. Imitation/"fake" brick or stone and gravel aggregates.
- (4) Material substitutions may be permitted as an exception per Section J.1.c of the PUD
 - i. Materials listed in Section J.4.b.(3) above may be used as accent materials, not to cumulatively exceed 15% of any individual building façade.
 - ii. Material not listed within the PUD but of comparable design and quality may be substituted for a primary or secondary building façade material.
- c. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided.
 - (1) Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
 - i. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
 - ii. Recesses or projections of the main façade plane.
 - iii. Recesses or projections of upper floors from the ground floor façade plane.
 - iv. Vertical division using different materials and textures.
 - v. Roof form variation such as the change in roof lines or roof types.
 - (2) Facades facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall consist of a minimum percentage of windows and doors to promote a visual connection. Mirrored, smoked, or heavily tinted glass is prohibited. The minimum percentage of windows and doors are based on floor and use as follows:
 - i. Ground floor, nonresidential use. Total area of windows and doors shall comprise no less than 50% of the ground floor façade area.

- ii. Ground floor, residential use. Total area of windows and doors shall comprise no less than 20% of the ground floor façade area.
 - iii. Upper floors, all uses. Total area of windows and doors shall comprise no less than 25% of the total façade area above the ground floor.
- d. Building Entrances. Main entrances shall be clearly identified and articulated through the use of detailing, distinctive materials and/or colors, projections, recesses or other comparable element.
 - (1) Main entries are defined as those regularly used by employees, customers, residents and/or visitors.
 - (2) Commercial entries are to be clear glass and/or have equal amount of sidelight glass to opaque doors.
- e. Patios, Decks and Balconies.
 - (1) Ground level patios and decks facing the right-of-way, land area dedicated as Elmore Commons or pedestrian way/internal drive aisle for which the building fronts (if building does not front the right-of-way) shall be bordered with landscape treatments.
 - (2) Exterior stairs leading to a deck or balcony are not permitted on the front or right-of-way side of the building.
 - (3) Upper-story decks and balconies located on the wall shall be cantilevered (without any visible supports), stacked (supported by vertical columns), or hung (supported by chains from above).
- f. Roofs. Flat roofs are preferred. Pitched roofs are permitted if they are consistent with the building's architectural style or the character of the surrounding area.
 - (1) Rooftop terraces, decks, and gardens are highly encouraged.
- g. Mechanical and Exterior Building Systems. Mechanical and exterior building systems should be integrated into the overall building design.
 - (1) Roof-mounted equipment shall be screened, preferably by parapet walls. Screening shall be architecturally compatible with the structure which it is attached, be of identical or substantially similar materials used on the nearest building façade and designed as an integral part of the building.
 - (2) Wall mounted equipment are not permitted on the front or right-of-way side of the building.

K. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C - Circulation Plan.

- 1. Areas identified as "Bond Street Extended" and "Donald Driver Way Extended" shall be dedicated to the public as street right-of-way.
 - a. "Bond Street Extended" and "Donald Driver Way Extended" shall connect North Broadway and Kellogg Street.

2. Areas identified as “Elmore Commons” shall either be dedicated to the public to act as a pedestrian mall or, if privately held, provide for public access and use through permanent easement(s).
 - a. “Elmore Commons” shall act as a pedestrian and bicycle link between North Broadway, Donald Driver Way extended and the multiple-use trail to be located along the eastern boundary of the PUD area.
 - b. One vehicular crossing from internal parking areas shall be permitted to traverse “Elmore Commons” within Development Area “A” if the following measures to ensure pedestrian safety are incorporated into its design, with final design approval by the Director of Community and Economic Development:
 - (1) Width of vehicle crossing shall not exceed 22 feet and any other surface pavement adjacent to “Elmore Commons” but outside the designated crossing include barrier(s) that prohibit vehicle movement.
 - (2) Pedestrian element of “Elmore Commons” is emphasized over the vehicular element through the use of different material/colors and is grade separated from adjoining drive aisles by means such as mountable curbing or a speed table.
 - (3) Signage and/or decorative gate mechanisms is installed on both the north and south side of the crossing, identifying “Elmore Commons” as a pedestrian way and possibly have the ability to limit vehicle crossing.
3. Areas identified as a multiple-use trail shall be dedicated to the public or if privately held provide for public access and use through permanent easement(s).
 - a. Multiple-use trail shall act as a pedestrian and bicycle link between “Bond Street extended”, “Elmore Commons” and Kellogg Street.
4. Coordinated pedestrian connections linking all individual building entries, public rights-of-way, “Elmore Commons”, and the multiple-use trail within the PUD area through the use of public sidewalks and/or private walks/trails.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13.204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

DB

9/18/18

Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C - Circulation Plan

EXHIBIT A - LOCATION MAP

The map displays a residential neighborhood with the following streets and landmarks:

- Streets:** Mather St, Alma St, James St, McDonald St, Bond St, N Broadway, N Chestnut Av, Elmore St, Kellogg St, Donald Driver Wy, and Fox River.
- Highlighted Parcels:**
 - Red Outline:** A large area bounded by Mather St, Alma St, McDonald St, and Bond St.
 - Green Outline:** A parcel labeled 5-1756 (232,650 SF, 633,937 SF).
 - Other Green Parcels:** 5-1524 (4,487 SF), 5-1525 (376,901 SF), 5-1525-2 (113,023 SF), and 5-1525-A (274,451 SF).
- Other Labels:** 5-1757 (232,650 SF, 633,937 SF), 5-1523 (104,143 SF), 5-1524 (4,487 SF), 5-1525 (376,901 SF), 5-1525-2 (113,023 SF), 5-1525-A (274,451 SF), 5-1756 (232,650 SF, 633,937 SF), 5-1757 (232,650 SF, 633,937 SF), 5-1523 (104,143 SF), 5-1524 (4,487 SF), 5-1525 (376,901 SF), 5-1525-2 (113,023 SF), 5-1525-A (274,451 SF).

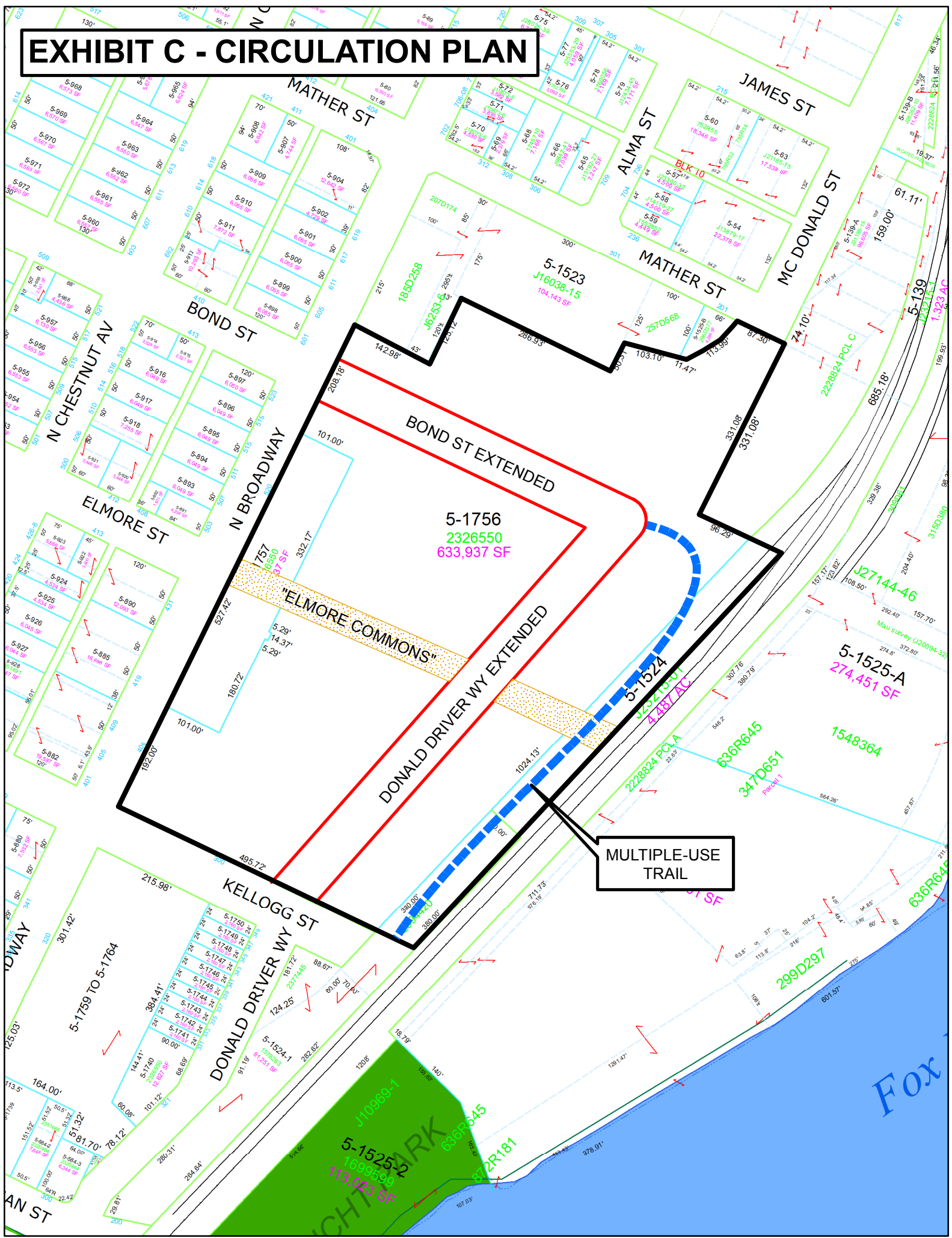
EXHIBIT B - DEVELOPMENT AREAS

The map displays three primary development areas:

- Dev. Area "A"** (Yellow grid): Located between Bond St and Bond St Extended, bounded by N Broadway to the west and Elmore St to the east. It includes a section labeled "ELMORE COMMONS".
- Dev. Area "B"** (Pink grid): Located north of Bond St Extended, bounded by Mather St to the west and Alma St to the east.
- Dev. Area "C"** (Blue grid): Located south of Bond St Extended, bounded by Donald Driver Wy Extended to the west and the Fox River to the south.

Surrounding streets include Mather St, Alma St, James St, Mc Donald St, Bond St, Bond St Extended, Elmore St, N Broadway, N Chestnut Av, Kellogg St, and Donald Driver Wy. The Fox River is shown at the bottom right. Various lots are numbered and colored (blue, green, pink, yellow) with their respective areas in square feet.

EXHIBIT C - CIRCULATION PLAN





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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # J.2.

General Ordinance 24-18

An ordinance amending Section 8.15(2), Green Bay Municipal Code, relating to smoking regulations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 24-18 - Amend Sect. 8

GENERAL ORDINANCE NO. 24-18

**AN ORDINANCE
AMENDING SECTION 8.15(2),
GREEN BAY MUNICIPAL CODE,
RELATING TO SMOKING REGULATIONS**

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

SECTION 1. Section 8.15(2), Green Bay Municipal Code, is hereby amended to read:

- (2) ~~City Hall~~ **City Buildings**. No person may smoke within 25 feet or less from ~~the City Hall building~~ **all City buildings**, excluding public right-of-way.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

9/18/18

GENERAL ORDINANCE NO. 26-18

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

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

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

APHRODITE ROAD, west side, from Wildflower Row to Sun Terrace.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

10/02/18



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Vanessa Chavez, Law Department
Director, Diana Ellenbecker, Finance
Director, Kevin J. Vonck, CED Director

AGENDA ITEM # K.I.

To 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.

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)

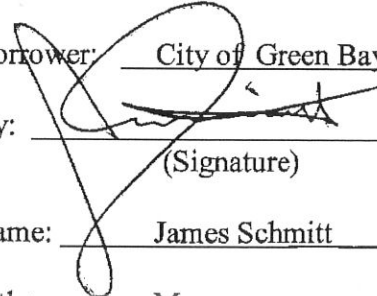
AMENDED COMMITMENT SCHEDULE

Note No. B-14-MC-55-0002

<u>Principal Due Date</u>	<u>Commitment Amount</u>
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").~~

WITNESSETH:

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.~~ThisWHEREAS, 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 ~~Contracts~~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] ~~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 ~~Contracts~~ 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.

~~(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)~~ 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)~~ 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 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~~ Mortgager.

(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~~ Mortgager 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 ~~Contaets~~ Contracts between ~~Borrower~~ Mortgager and any of ~~Borrower's~~ Mortgager'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~~ Mortgager 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~~ Mortgager 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~~ Mortgager 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~~Mortgager 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~~Mortgager 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 Statutes, 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 ~~suits~~ 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 ~~INDEMNIFICATIONS~~ 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~~Mortgager.

(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~~Mortgager, 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~~-Mortgager 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~~ Mortgager at Mortgager'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~~ Mortgager's Credit Balances. ~~Borrower~~ Mortgager grants Lender a security interest and lien, without any limitation, in any property, credit balance, escrow or other money, now or hereafter owed ~~Borrower~~ Mortgager 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~~ Mortgager. If ~~Borrower~~ Mortgager 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~~ Mortgager 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 of 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 intended 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 company~~ 304 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.~~

~~Wisconsin~~ _____

*
Notary Public, State of

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		Word Rendering Set Markup Options	
Insertions	95	Name	[Rendering Set Name]
Deletions	52	Insertions	
Changes	330	Deletions	
Moves	8	Moves / Moves	
TOTAL CHANGES	485	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.

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.

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 _____

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

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;

(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

- (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.

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

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

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.

LIST OF EXHIBITS

- EXHIBIT A-1 - Certificate of Borrower
- EXHIBIT A-2 - Certificates of Individual Indemnitors
- EXHIBIT A-3 - Certificate of Managing Member

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

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.

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.

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.

IN WITNESS WHEREOF, Indemnitor has executed this Certificate of Indemnitor effective as of the date set forth above.

INDEMNITOR:

Thomas Conran

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.

IN WITNESS WHEREOF, Indemnitor has executed this Certificate of Indemnitor effective as of the date set forth above.

INDEMNITOR:

Aik Hong Tan

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

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Lisa Bergelin, Staff

AGENDA ITEM # K.2.

To direct staff to negotiate, draft, and execute a Professional Services Agreement with Stantec Consulting Services Inc., not to exceed eight hundred thousand dollars (\$800,000.00), for the professional services 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



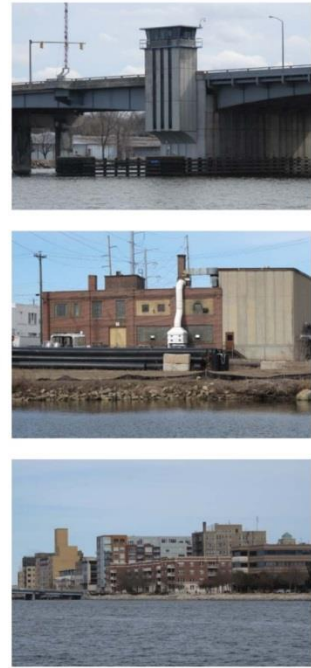
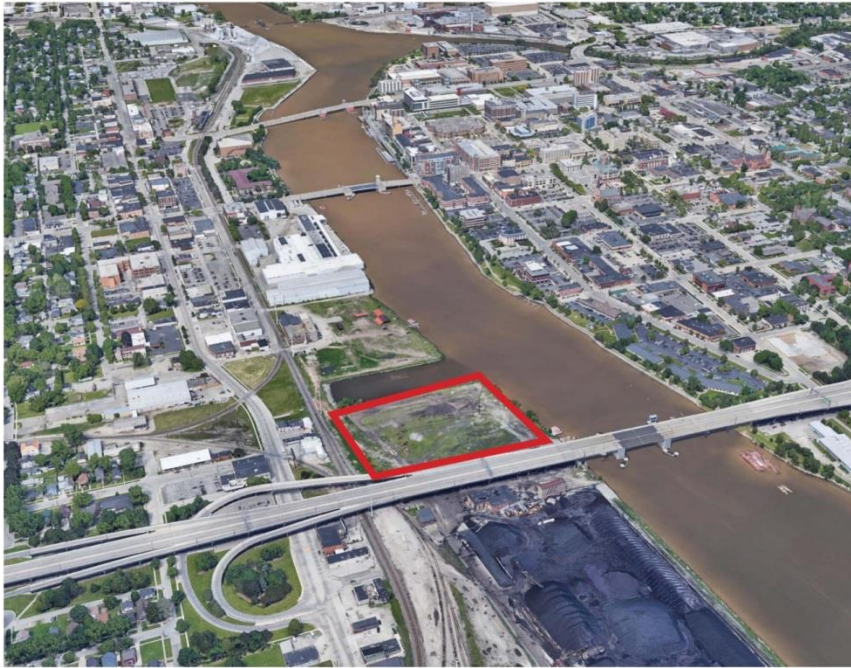
The City of Green Bay (“City”) and the Redevelopment Authority of Green Bay (“RDA”) seek to complete a major redevelopment project known as The Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side 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



The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP

Design Principles and Goals

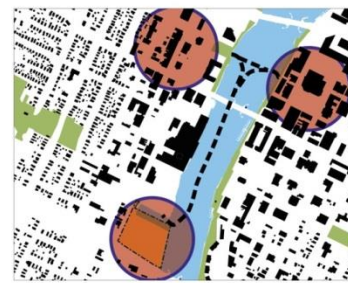
Create an attraction that draws people, year round, to the waterfront for events and daily activities. The attraction should be a combination of well designed building and spaces that encourage recreation, interaction, and entertainment.

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

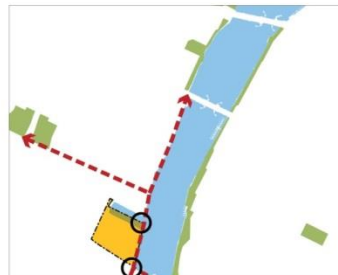
Create a strong image and brand, based on the physical qualities of the site, it's history and the events/activities of the site and its surroundings.



Connect to the Broadway District



Third Destination



Complete the Loops



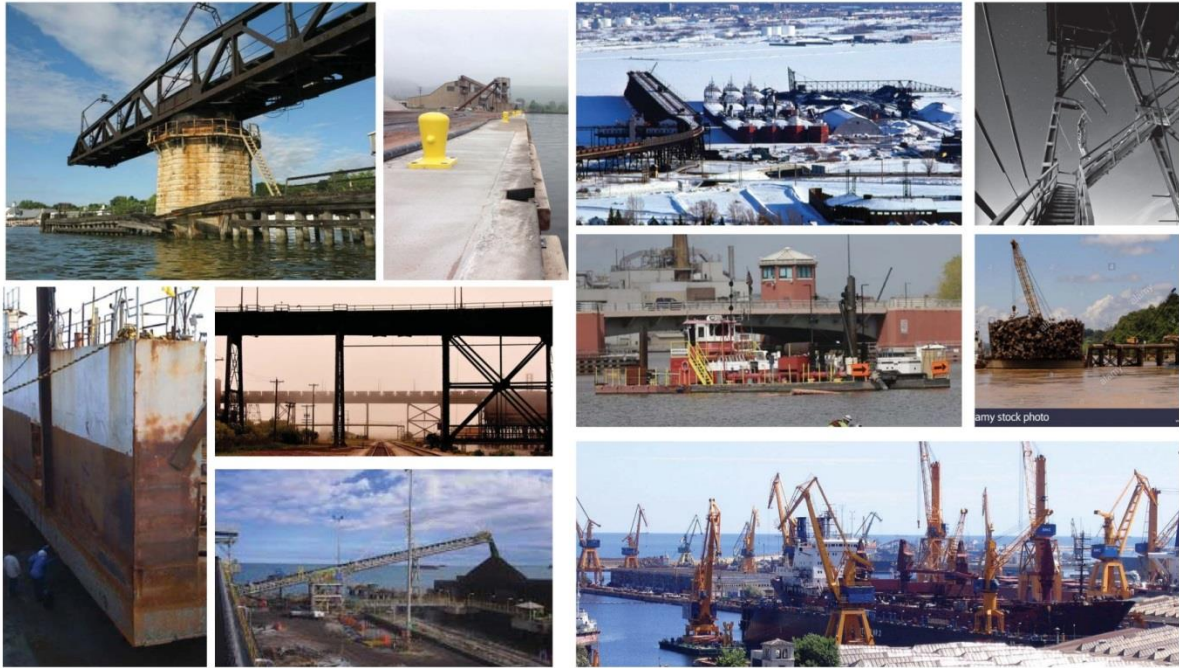
Extend the City to the Water

The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP

Shipyards Imagery

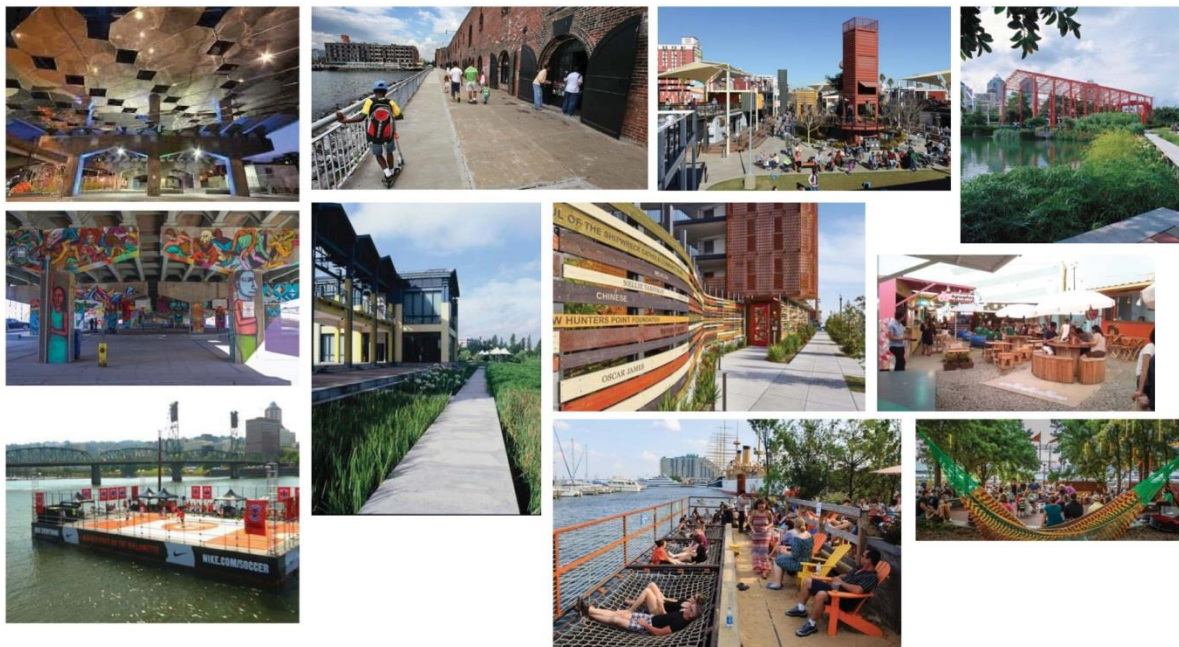


The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP

Transformed Industrial Spaces



The Shipyard
Green Bay, Wisconsin

May 7, 2018

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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 adaptability



Local Identity is showcased

The Shipyard
Green Bay, Wisconsin

May 7, 2018

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Pop Up Events and Activities



The Shipyard
Green Bay, Wisconsin

May 7, 2018

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Phase 1

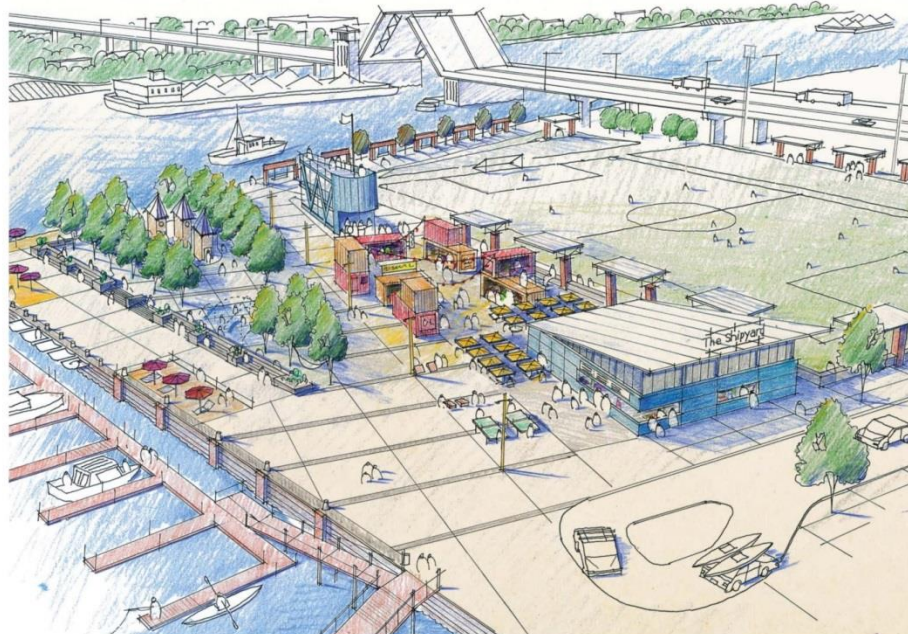


The Shipyard
Green Bay, Wisconsin

May 7, 2018

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Phase 1



The Shipyard
Green Bay, Wisconsin

May 7, 2018

CUNINGHAM
GROUP

Master Plan

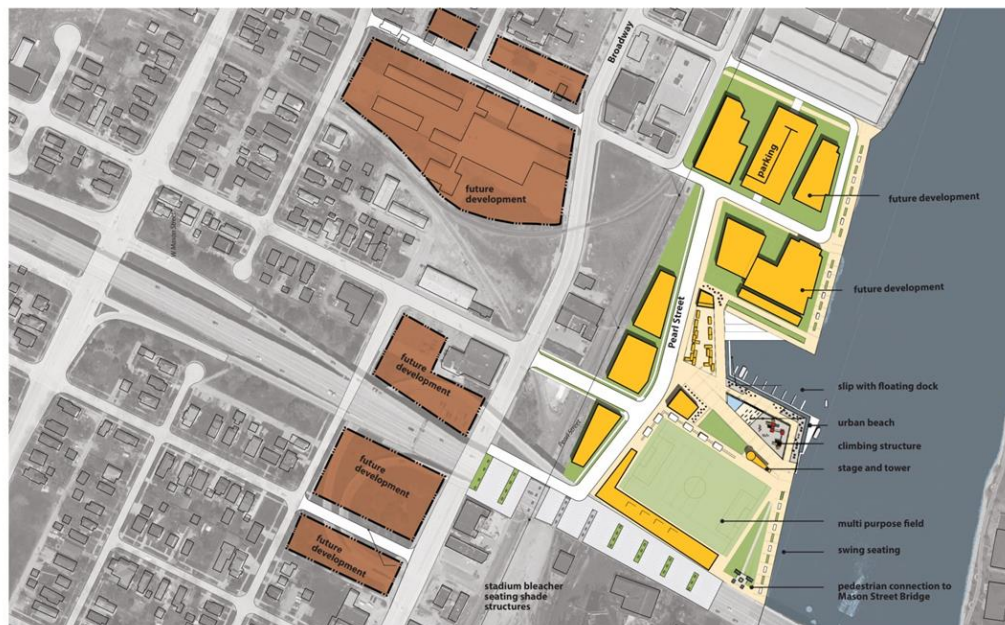


The Shipyard
Green Bay, Wisconsin

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

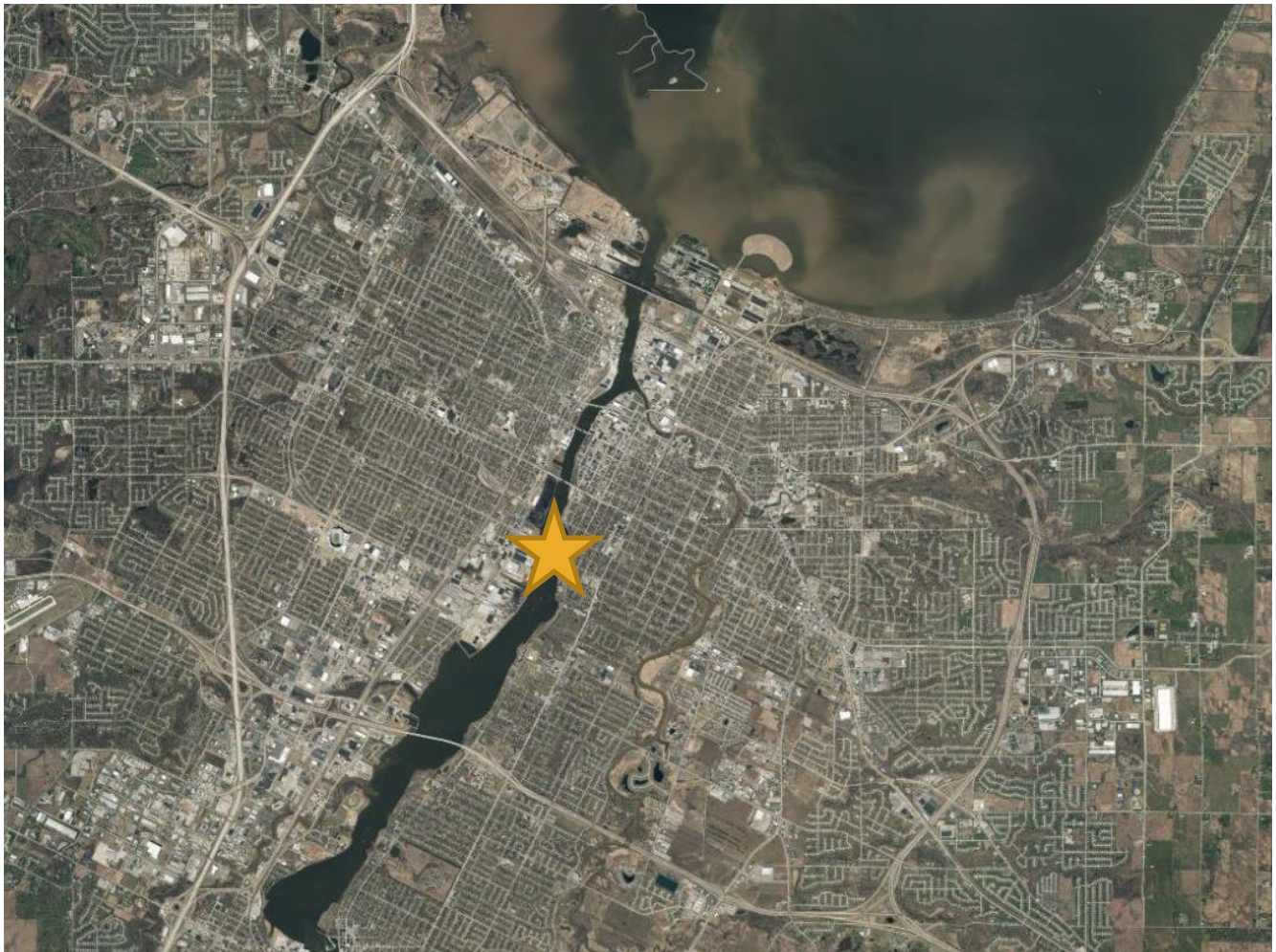
This is a high-priority project for the RDA and City, and thus is reflected in an aggressive schedule:

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



<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
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-I	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





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.

Attention: Kevin Vonck
RE: Development of The Shipyard

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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Appendix - Resumes



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 experienced 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 City'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 AWP. 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.

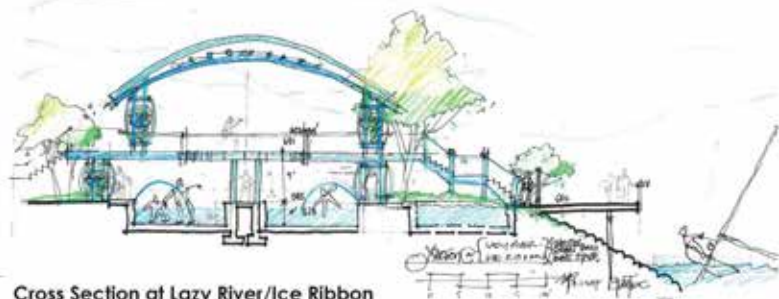
Stantec is excited to take The Shipyard project to the next phase. Combining our local team's extensive experience with the City, with our nationwide experience with waterfront development projects, our CN rail expertise, our ability to engage the community in creative ways, and our experience creating "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.

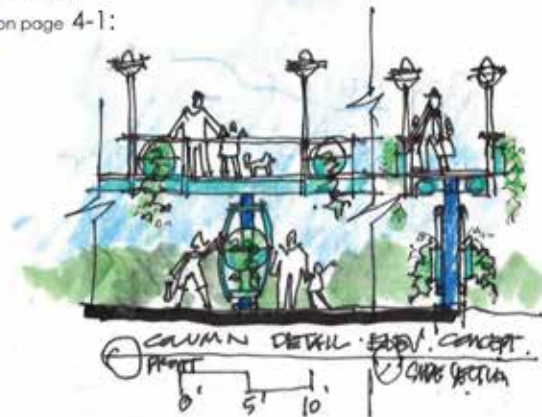
Relevant Project Experience

Project Name, Location	Overall		Site Elements		Public Improvement Elements					Signature Facility Elements						
	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 York																
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.



Cross Section at Lazy River/Ice Ribbon
Small Event & Picnic/Viewing Mezzanine
Vision Design: 1 of page 4-3
See location **K** on page 4-1:



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 pedestrian space
- Placemaking integrated into engineering
- Numerous stakeholders required extensive public engagement efforts involving public meetings and design charrettes
- 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 platform at ponds edge, music and art garden and nature play features to name a few
- Evaluated 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.

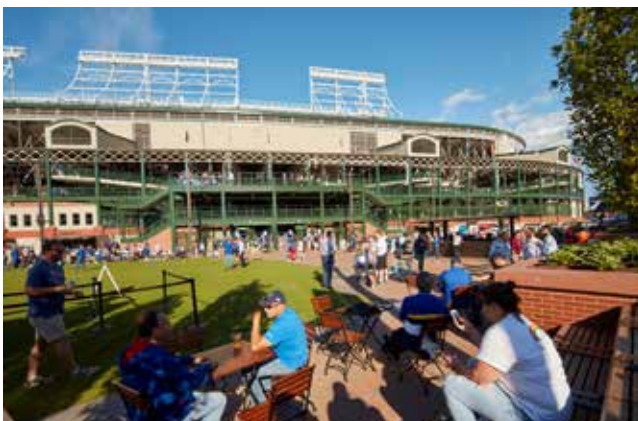
At Wrigley Field, we've created a mixed-use entertainment district that comes alive for 80+ home games, but also switches on the surrounding neighborhood for the other 285 days a year.

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 Colorado 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



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 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



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

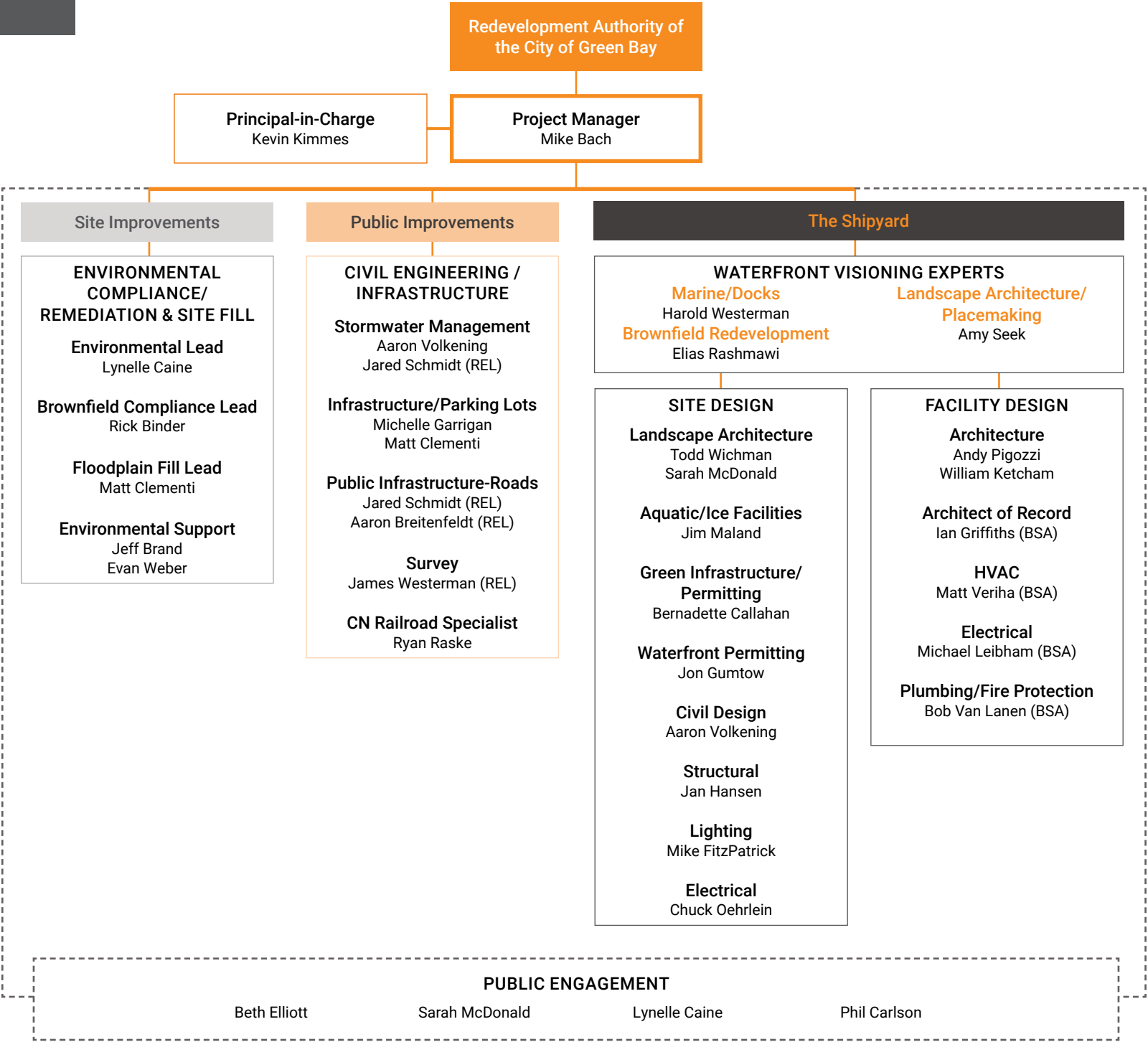




Key Personnel
Qualifications

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.



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 be 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.



**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.



**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.



**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-Îles, 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.



**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.



**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.



**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.



**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 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.



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.



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.

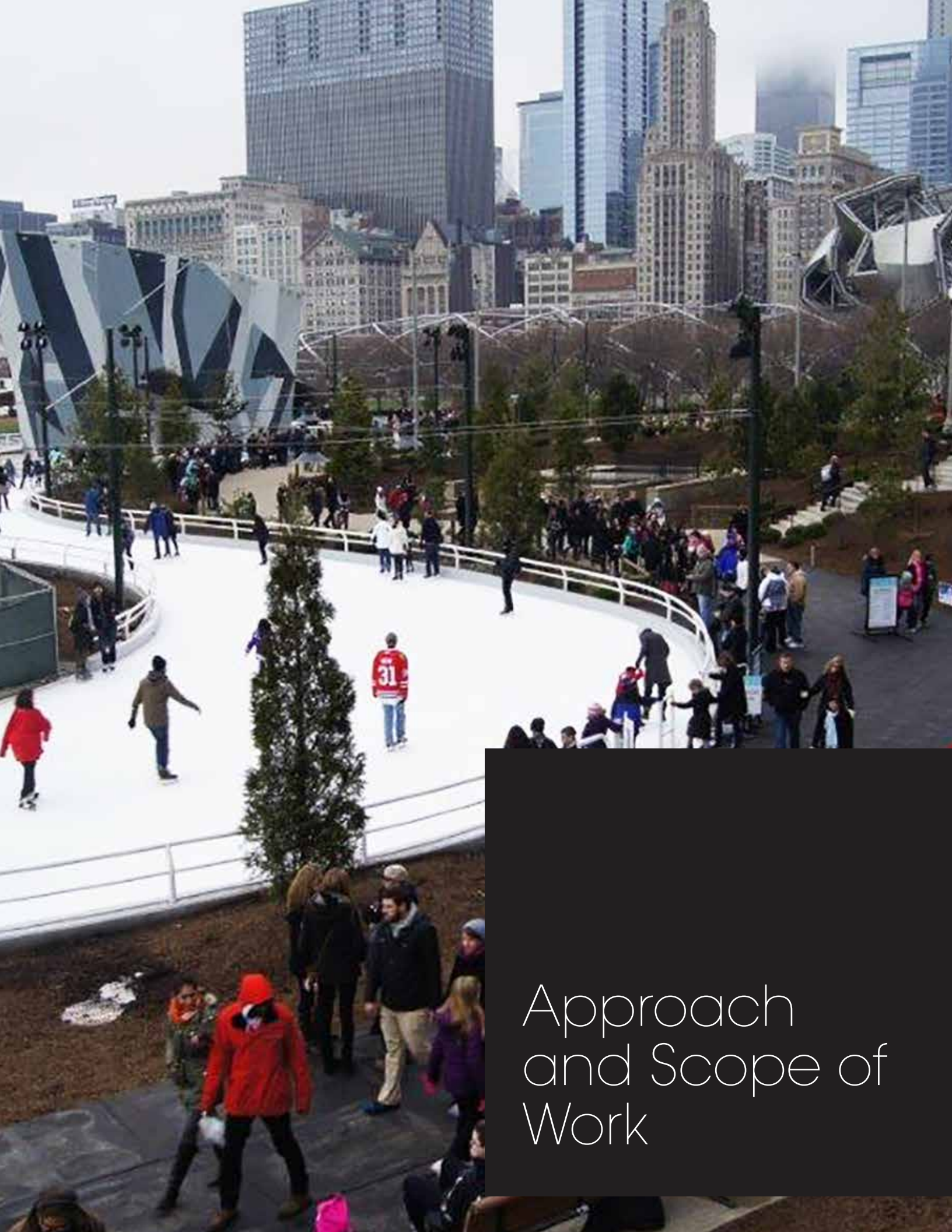


Phil
Carlson

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.



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

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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.

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 worshipping,

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 a 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.

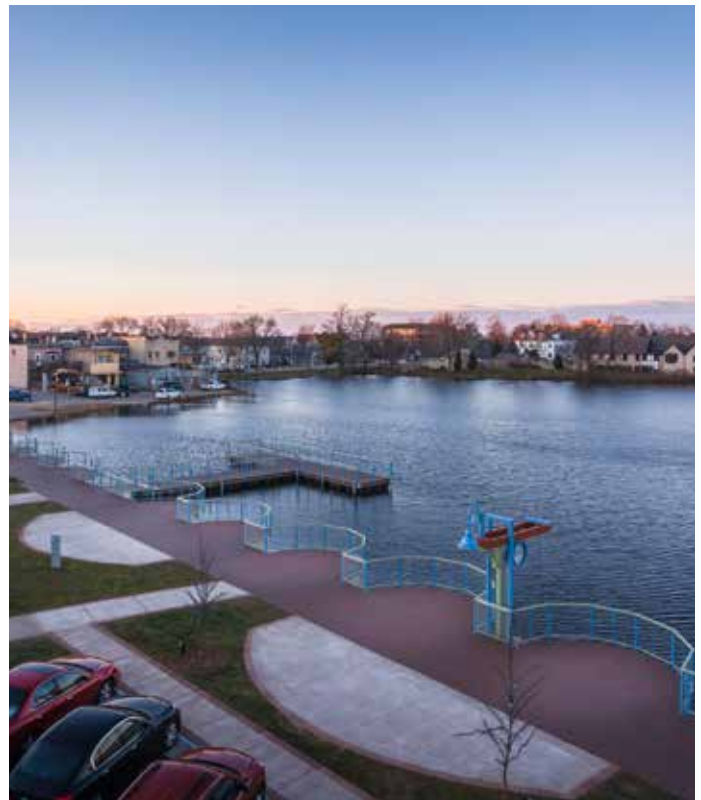
Public Funding

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

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.

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 (BBRTS #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, BBRTS #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 charrettes 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.

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



Portland Landing, Portland, Maine



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.

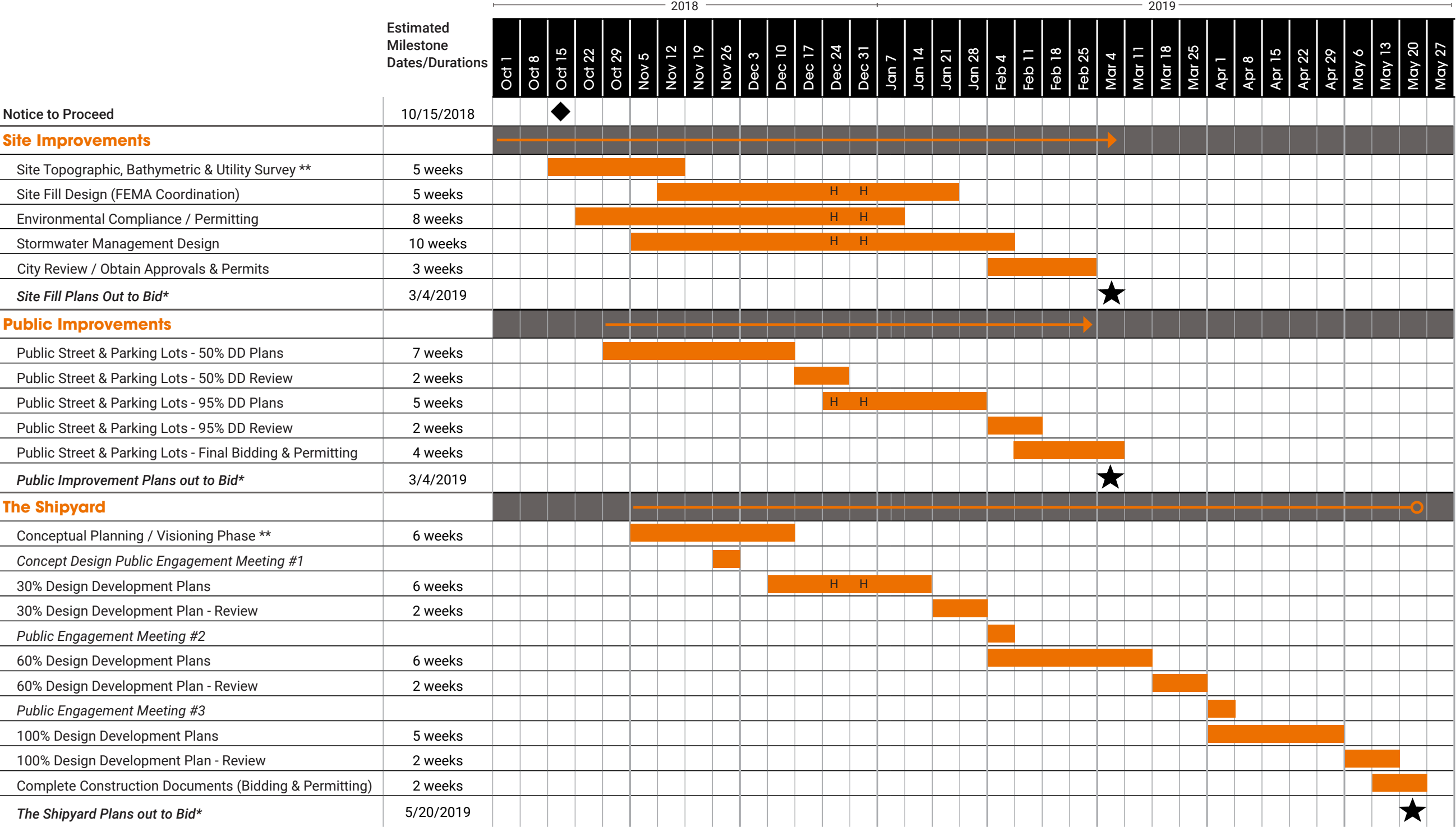
TASK 6: Boat Slips, Floating Dock and Accessible Kayak Launch

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



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.

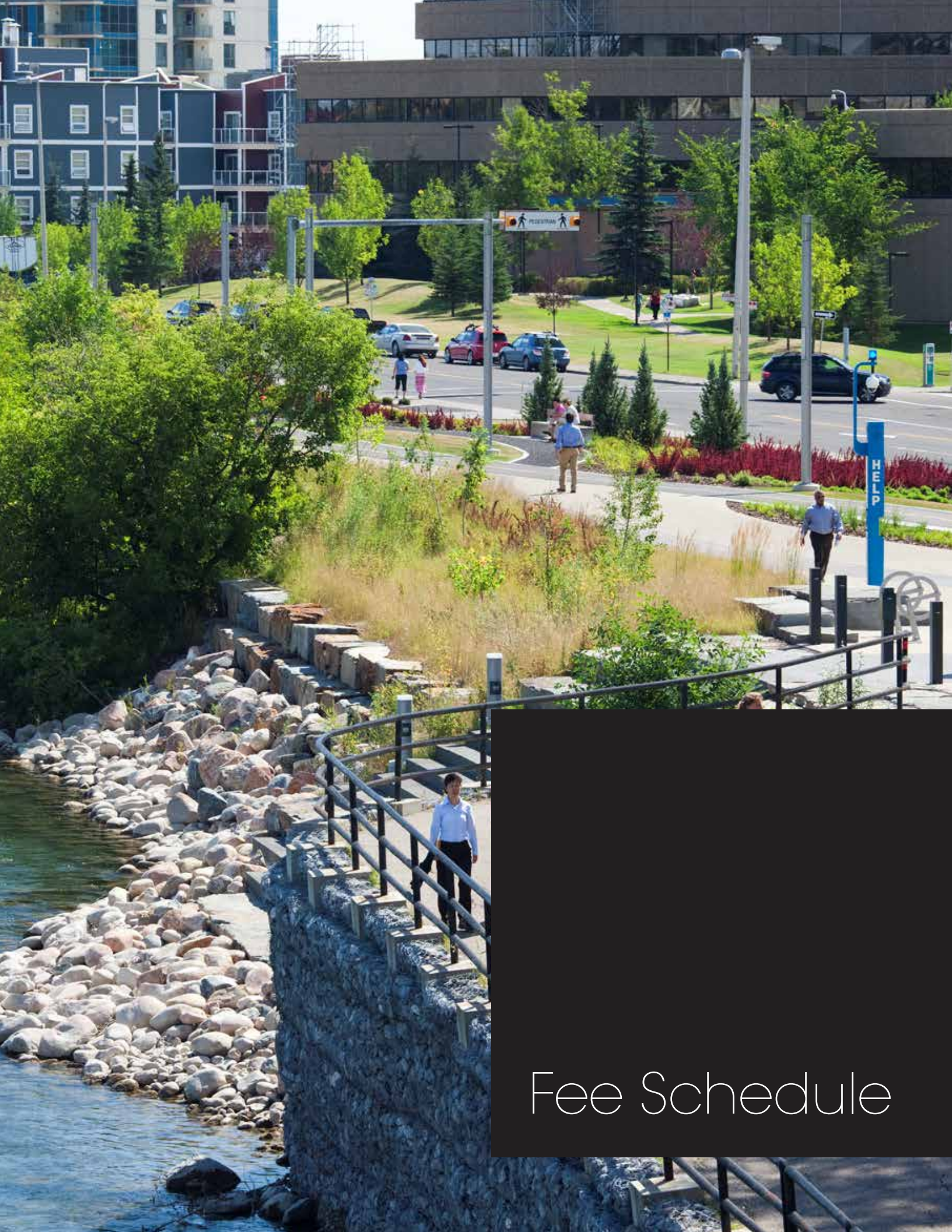
Stantec will complete one (1) design based on the Phase 1 conceptual plan provided in the RFQ that will incorporate:

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 than 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

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)

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 be 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

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)

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 Implementation 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)

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

Drainage Design

Bear Tree Development, Dane County, Wisconsin
(Stormwater Management Consultant)

REGISTRATIONS

Professional Engineer #29864-6, State of Wisconsin

Mequon Pines Haddenstone, Mequon, Wisconsin
(Project Manager/Engineer)

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)

** denotes projects completed with other firms*

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 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

CTH W, Oconto County, Wisconsin (Project Manager)

REGISTRATIONS

Professional Engineer #31966, State of Wisconsin

CTH CC, Door County, Wisconsin (Project Manager)

PROJECT EXPERIENCE

Roundabouts

US 141/Allouez Avenue*, Green Bay, Wisconsin (Project Manager)

US 8 Corridor Study, Forest County, 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)

** denotes projects completed with other firms*

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 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-Îles, 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 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 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)

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 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

Huset Park, Columbia Heights, Minnesota

Carson Park* Eau Claire, Wisconsin

REGISTRATIONS

Landscape Architect #19524, State of Minnesota

Downtown Streetscape and Urban Design Update
St. Cloud, MN

Landscape Architect #382, State of Wisconsin

Ravine Parkway Median and Streetscape
Cottage Grove, MN

MEMBERSHIPS

Fellow, American Society of Landscape Architects

Red River Ave. / CSAH 2 and Main Street
Streetscape Improvements - Cold Spring, MN

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

** denotes projects completed with other firms*

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 charrettes, 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*

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)

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)

Mr. Guntow is a professional wetland scientist (PWS) and a licensed soil scientist (PSS) in Wisconsin specializing in soil and wetland science and restoration ecology. Mr. Guntow 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. Guntow 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

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*

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)

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

Following in his father's professional footsteps, it's no wonder that Andrew Pigozzi chose the path that he did. As 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*

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 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*

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

Planning Experience, Minnesota

Community Engagement

REGISTRATIONS

Certified Planner #05800, American Institute of
Certified Planners

Mixed-Use Planning and Design, Minnesota

Zoning Ordinance Preparation

MEMBERSHIPS

Member, Sensible Land Use Coalition

Hazard Mitigation Planning, Minnesota

Member, American Planning Association

Training

Education and Outreach

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



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

Bachelor 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 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:

- *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 conveyance 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



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services



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

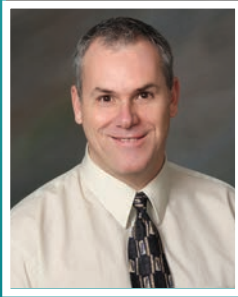
Professional Engineer
Wisconsin

Professional Organizations

American Society of Civil Engineers



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services



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, 1987

Registration

WI Registered Land Surveyor #2242



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, 2000

Registration

WI Registered Land Surveyor #2831



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*

Education

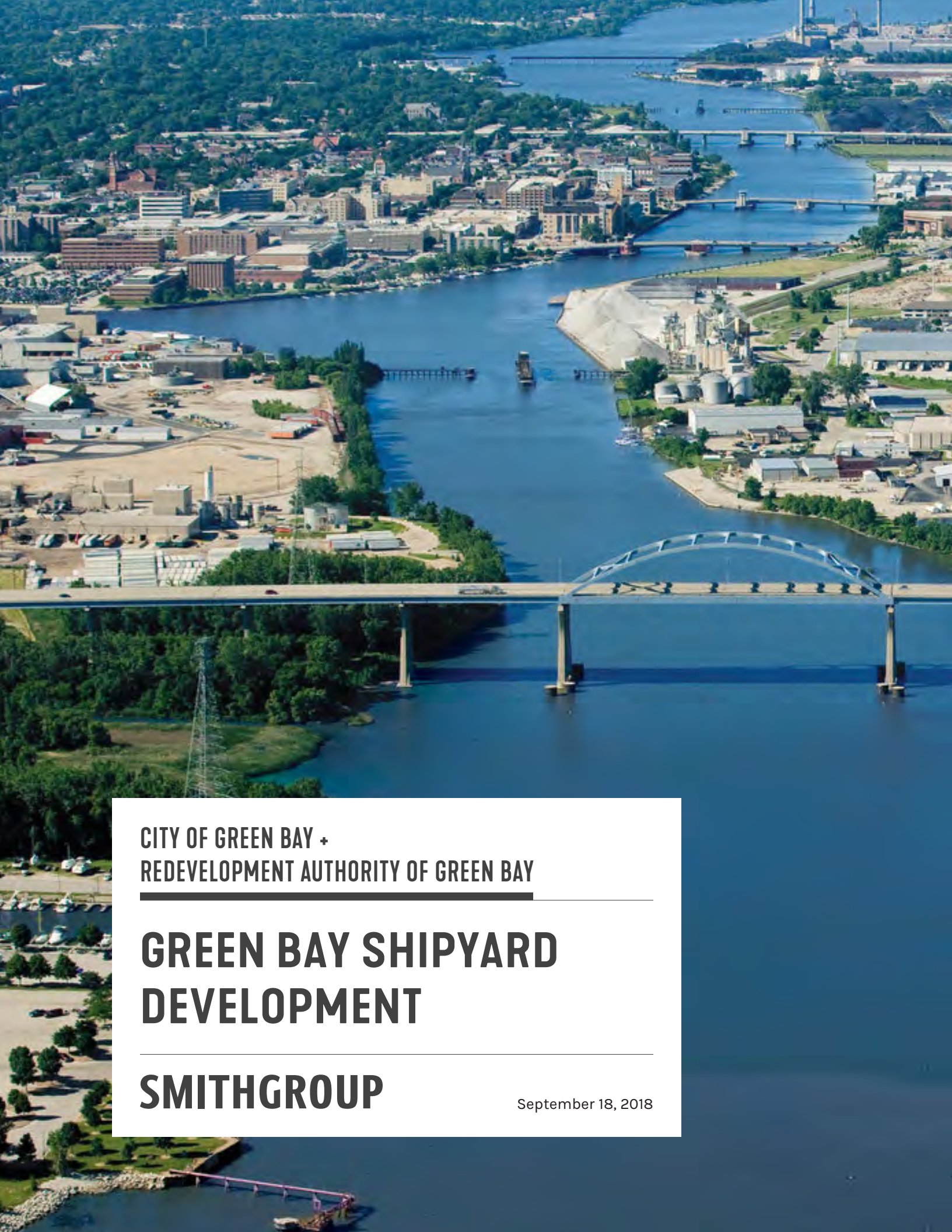
NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public
Works, Technology, 1997

Registration

WI Registered Land Surveyor #2682



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services



**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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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
608.327.4403 | Bill.Brose@smithgroup.com



Tom Rogers, PLA, ASLA
Project Manager | Landscape Architect
608.327.4402 | Tom.Rogers@smithgroup.com



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

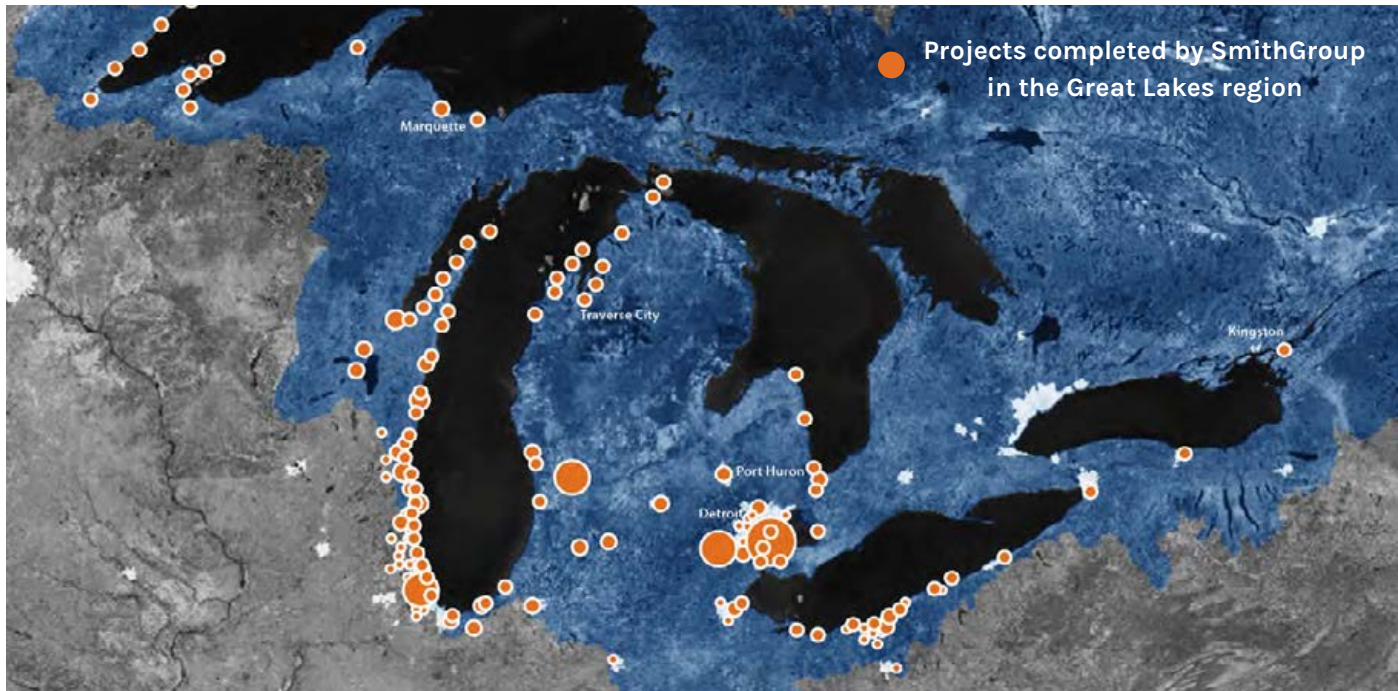
Today and every day, Foth delivers personalized, client-centered service that keeps your goals within sight and your interests at heart. The firm's consulting engineering, science, and construction services provides technical solutions for public and private clients around the corner and around the globe. 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



SHEBOYGAN, WISCONSIN
BROWNFIELD RECLAMATION



GREEN BAY BOTANICAL GARDEN | GREEN BAY, WISCONSIN
GRAND GARDEN EVENT SPACE

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.

BROWNFIELD

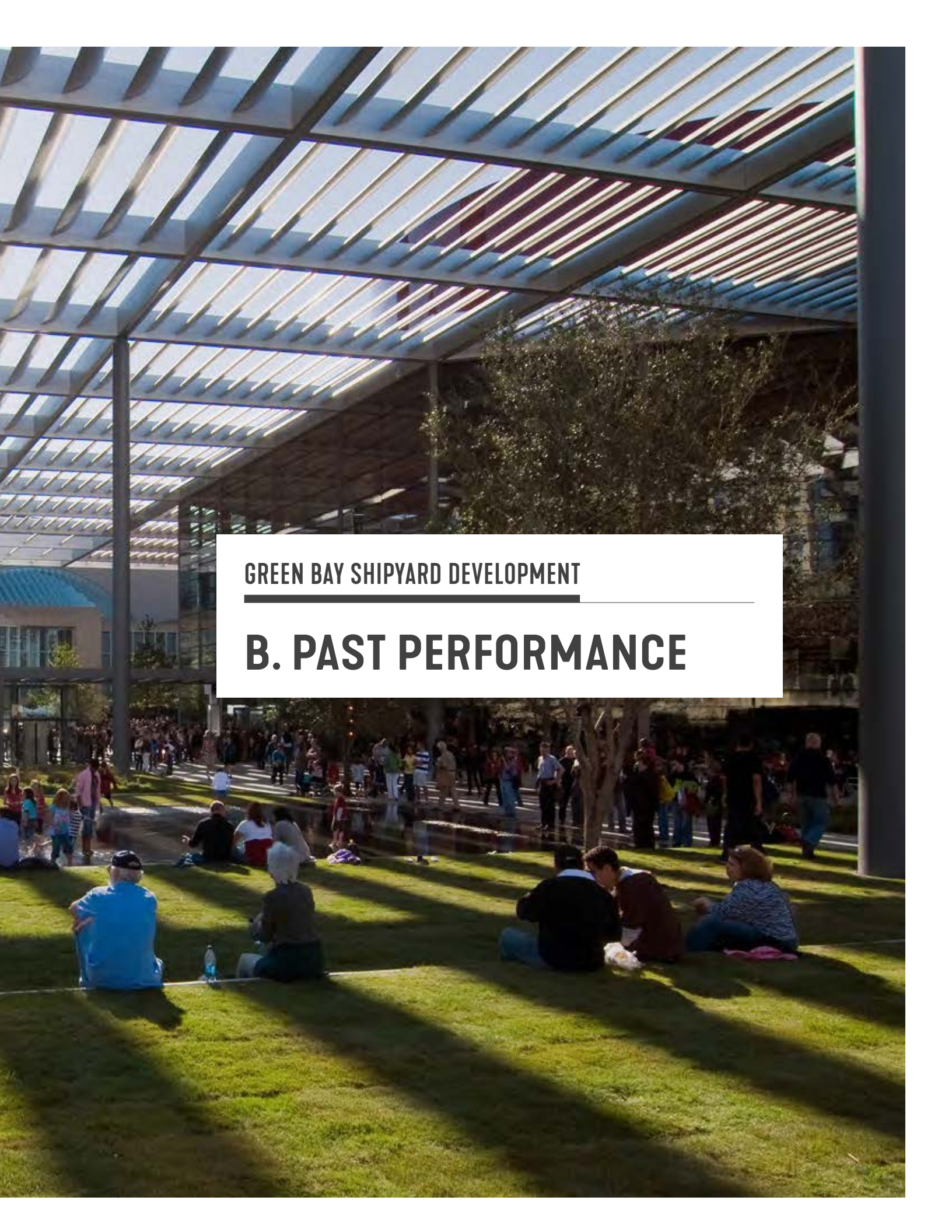
Whether we recommend a simple monitored natural attenuation strategy or a complete property transformation, Foth's expert team of environmental engineers and scientists are committed to developing efficient, site-unique resource remediation and restoration strategies that meet your specific reuse needs. 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.

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 ROSA 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.

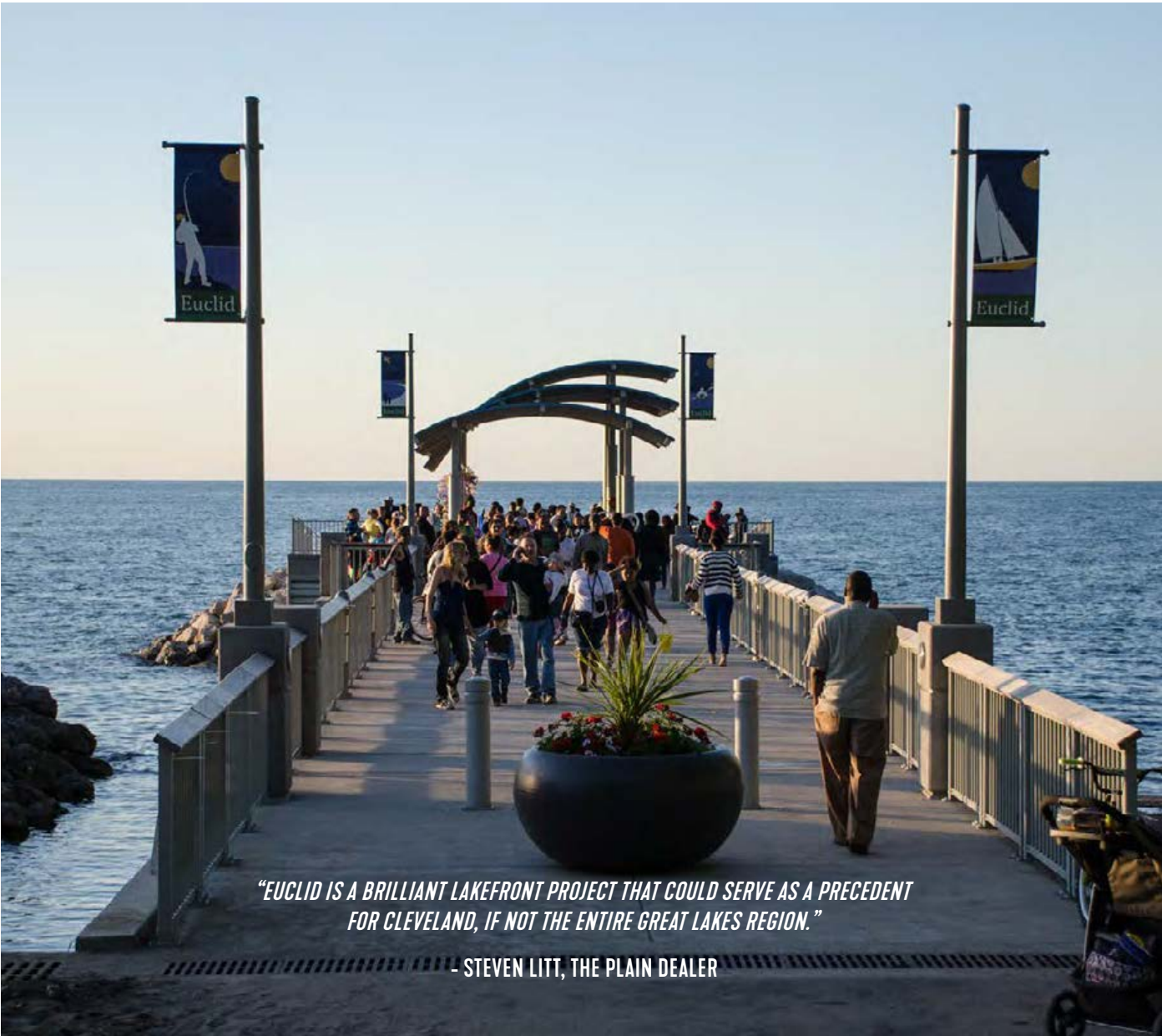
The result is a unique stakeholder engagement process that results in transformational solutions with broad community support.



CASE STUDY

EUCLID WATERFRONT IMPROVEMENTS PLAN

LOCATION	SIZE	CLIENT
Euclid, Ohio	1 mile	City of Euclid, Ohio





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.

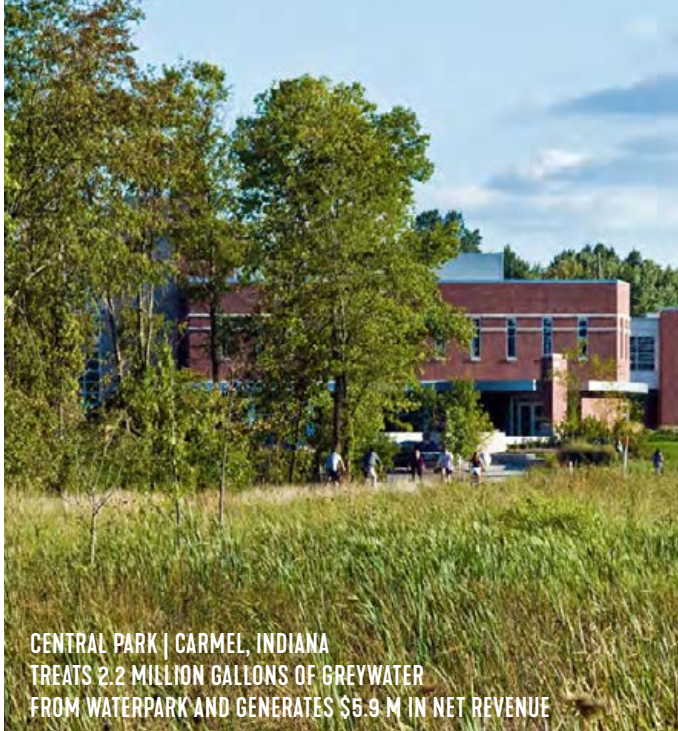
PERFORMANCE BASED



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 GOLD
FILTRATES 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 transient marina	State of Michigan

“A DECADE MARKED WITH PROMISES KEPT... \$1 BILLION IN INVESTMENT TO DATE, MORE THAN \$1 BILLION STILL TO COME!”

- DETROIT RIVERFRONT ECONOMIC IMPACT STUDY, 2013





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-detail. 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.



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.

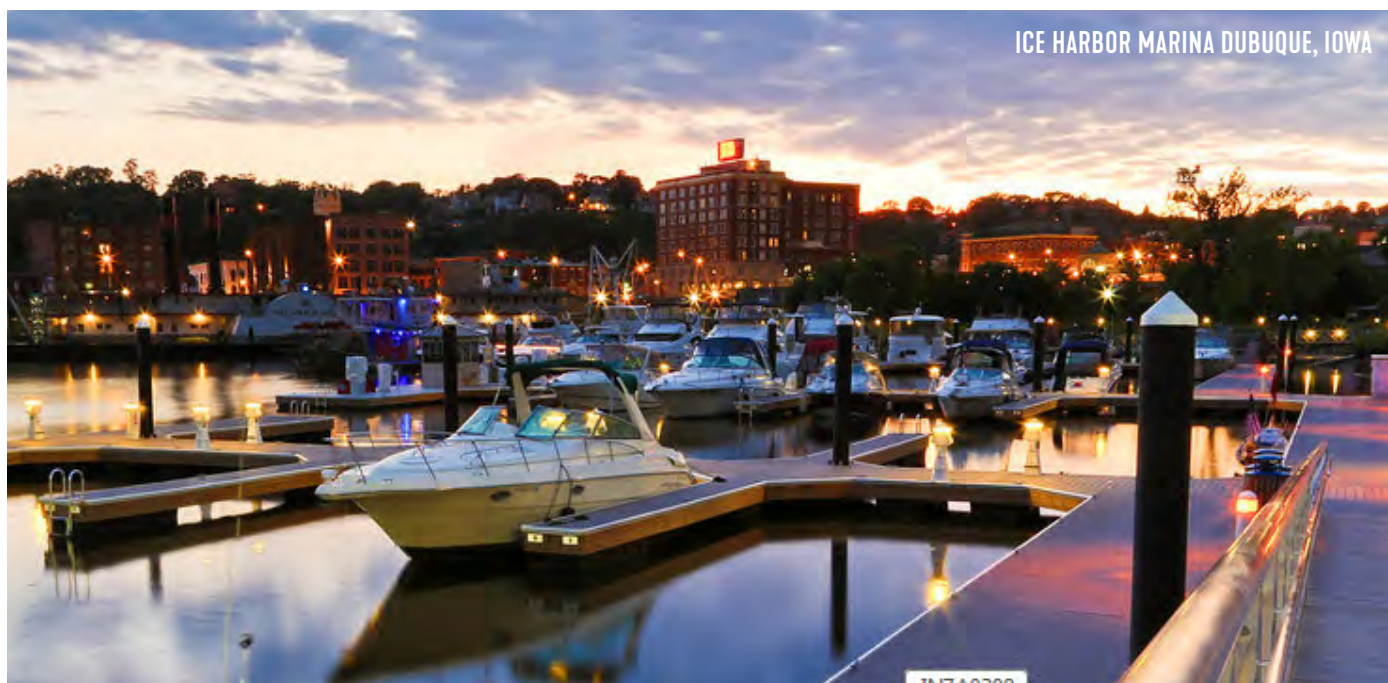


After years of extensive use, the existing field hockey and soccer/lacrosse fields were replaced with new synthetic turf playing surfaces. The south grass athletic/recreation field has been converted to a striped synthetic turf surface to provide a practice field for the football team. To make space 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 be 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.

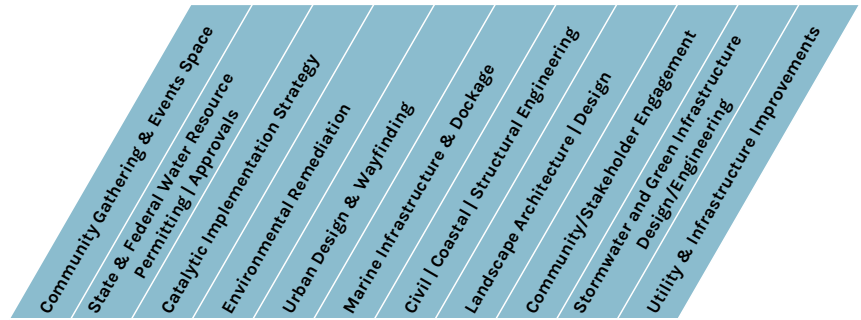
ADDITIONAL PROJECT EXPERIENCE



ICE HARBOR MARINA DUBUQUE, IOWA



DISCOVER CENTER AT LAKESHORE STATE PARK
MILWAUKEE, WISCONSIN



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

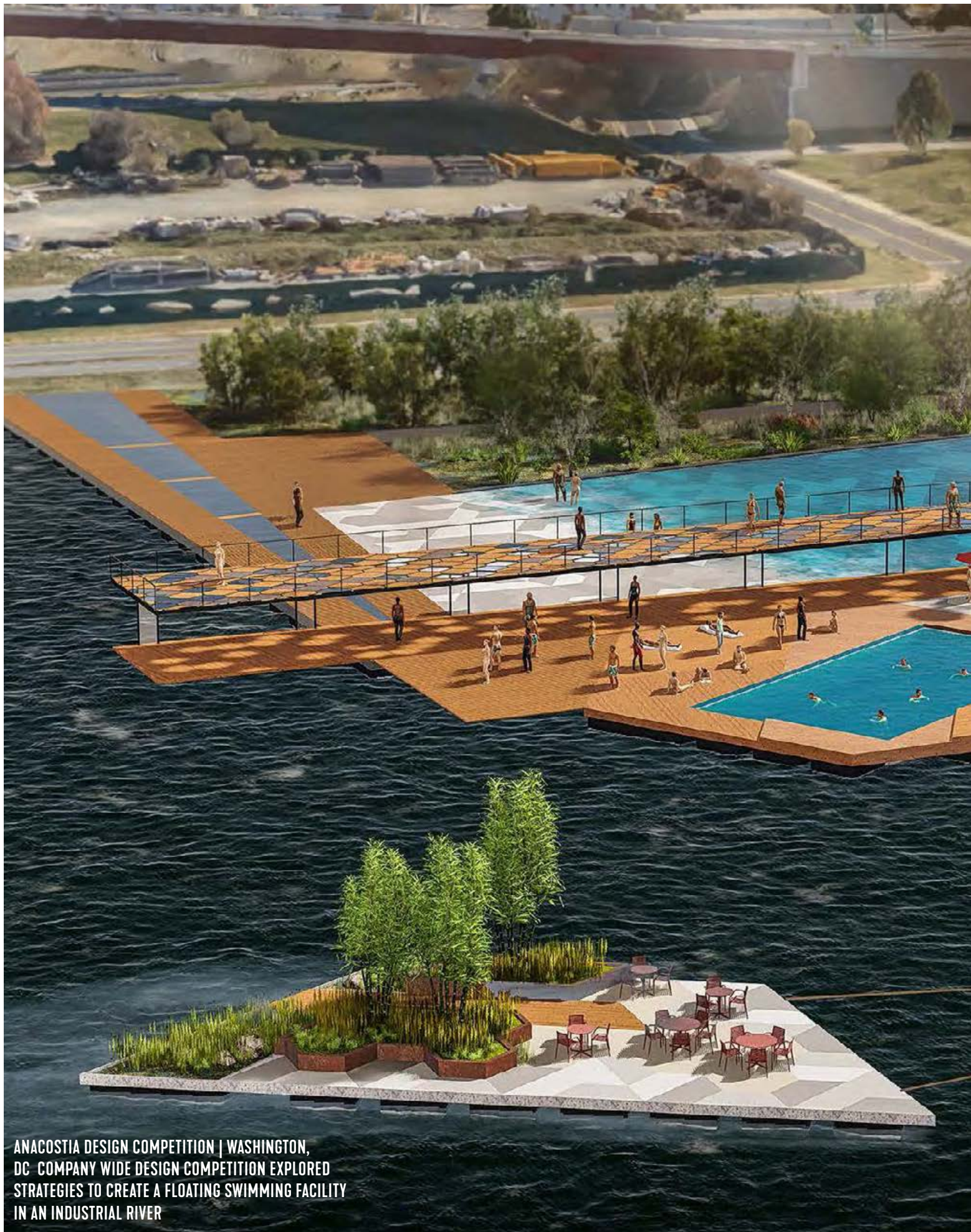
Milliken State Park Detroit RiverWalk Detroit, Michigan	•	•	•	•	•	•	•	•	•	•	•
South Pier Redevelopment Sheboygan, Wisconsin	•	•		•	•	•	•	•	•		•
Lake Vista Redevelopment Oak Creek, Wisconsin	•	•	•	•	•	•	•	•	•		•
Beer Line B Redevelopment Milwaukee, Wisconsin	•			•	•			•	•		
Portage Lakefront Park Portage, Indiana	•	•	•	•		•	•	•	•		•

WATERFRONTS

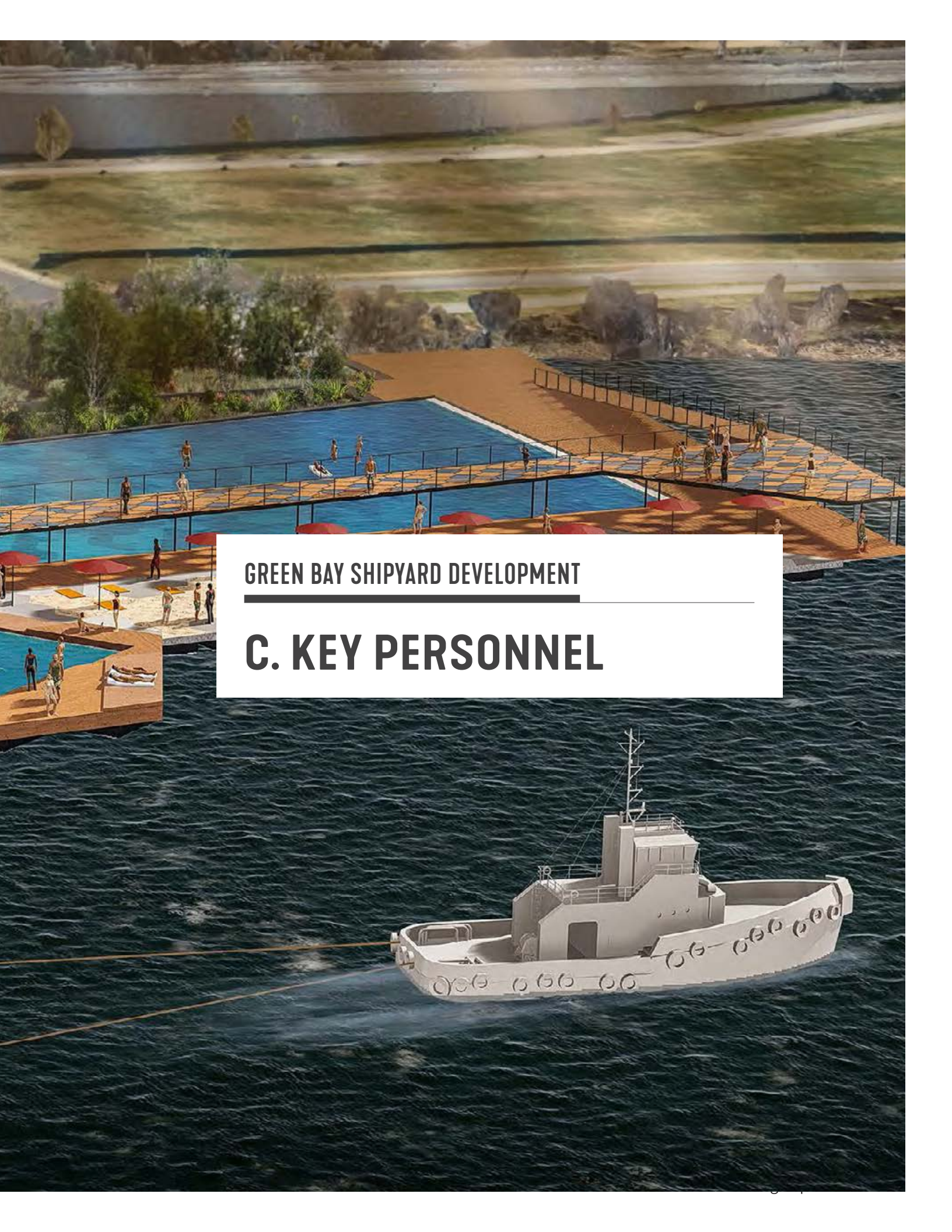
UW Memorial Union Shoreline & Alumni Park, Madison, Wisconsin	•	•	•		•	•	•	•	•	•	•
North Coast Harbor Cleveland, Ohio	•	•			•	•	•	•			•
Sister Bay Waterfront & Beach Sister Bay, Wisconsin	•	•	•			•	•	•	•	•	•
Soo Line Oredock Park Ashland, Wisconsin	•	•	•	•	•	•	•	•	•	•	•
Southwest Waterfront DC Water 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

An aerial photograph of a waterfront development. In the foreground, a large, rectangular swimming pool with blue water is surrounded by a wooden deck. Several people are walking on the deck, and some are sitting on lounge chairs under red umbrellas. To the right of the pool, a long wooden walkway extends into the water, with a railing and a few more people. In the background, there is a grassy area with some trees and a body of water. A large white ship is visible in the water, being pulled by a cable. The ship has a white hull and a white superstructure with a mast and various equipment. The water is dark blue with some ripples. The sky is not visible.

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

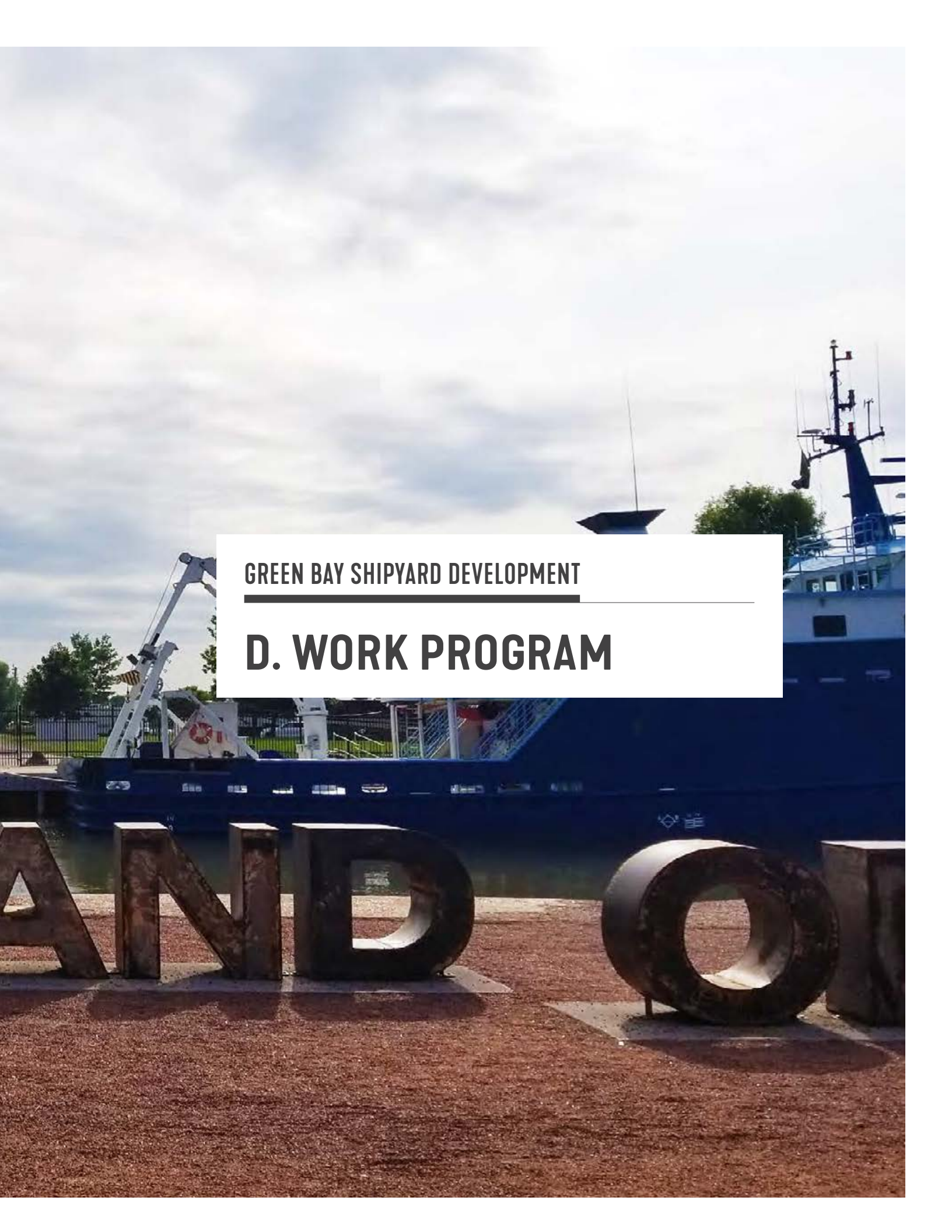
Waterfront Practice Director, Principal

"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 move 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/diffractive 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 maneuvering 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, and 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 bidding 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.

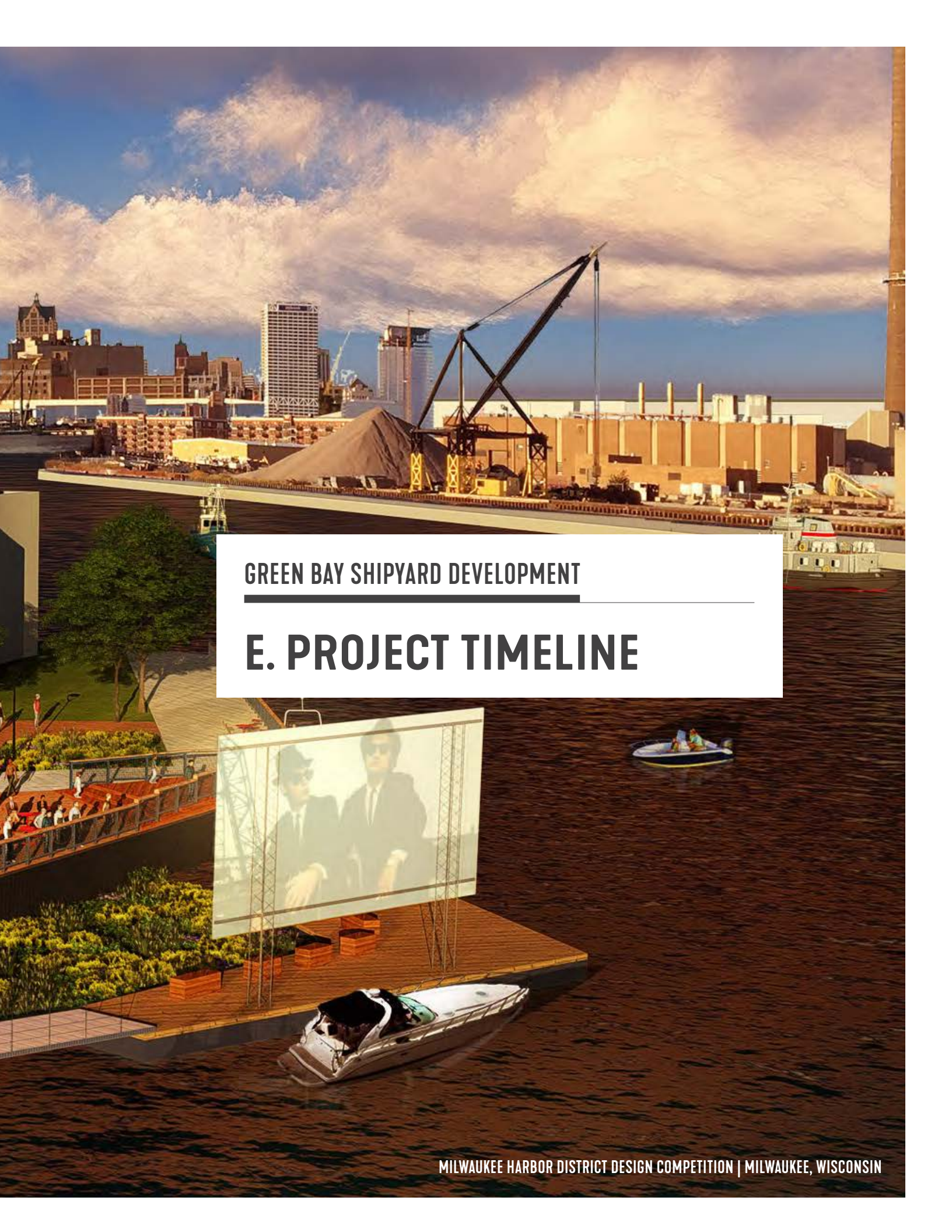
5.2 Community Event

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 provided 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

TASK	2018												
	OCTOBER				NOVEMBER				DECEMBER				
	7	14	21	28	4	11	18	25	2	9	16	23	30
1.1 Program Analysis													
1.2 Site Analysis													
1.3 Coastal Analysis													
1.4 Environmental Analysis													
1.5 Initial Stakeholder Meetings													
1.6 Program Summary													
2.1 Initial Schematic Design													
2.2 Schematic Design Review													
2.3 Final Schematic Design													
3.1 Preliminary Design Development													
3.2 DD Review and Pre-App Meeting													
3.3 Final Design Development													
3.4 Draft Permit Application													
3.5 Formal Permit and Application Submittal													
3.6 Permitting													
4.1 90% Construction Documents													
5.1 Bid Phase Assistance													
5.2 Community Event													

■ Indicates meetings

2019

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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

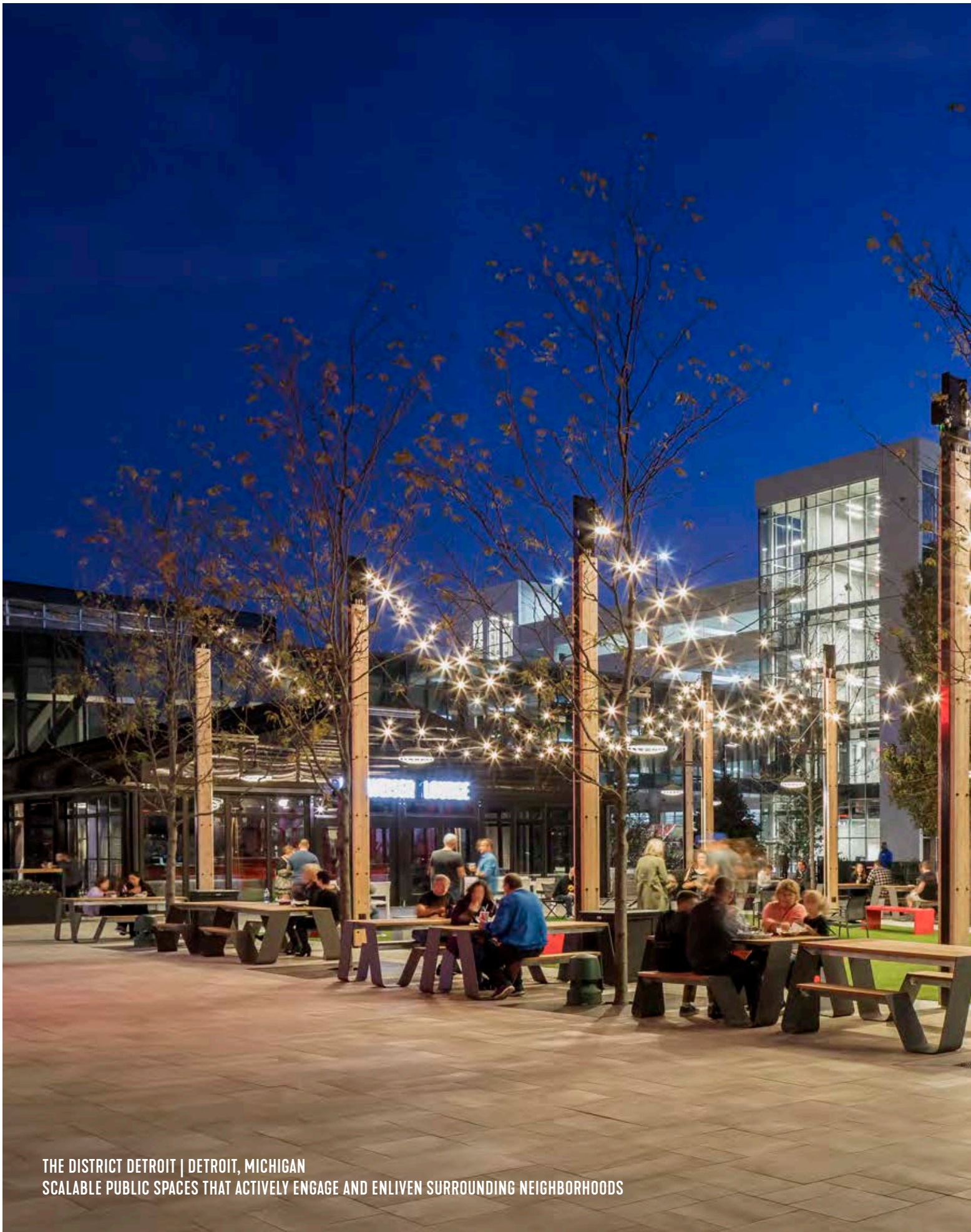
- 90% Review meeting

TASK FIVE: BIDDING

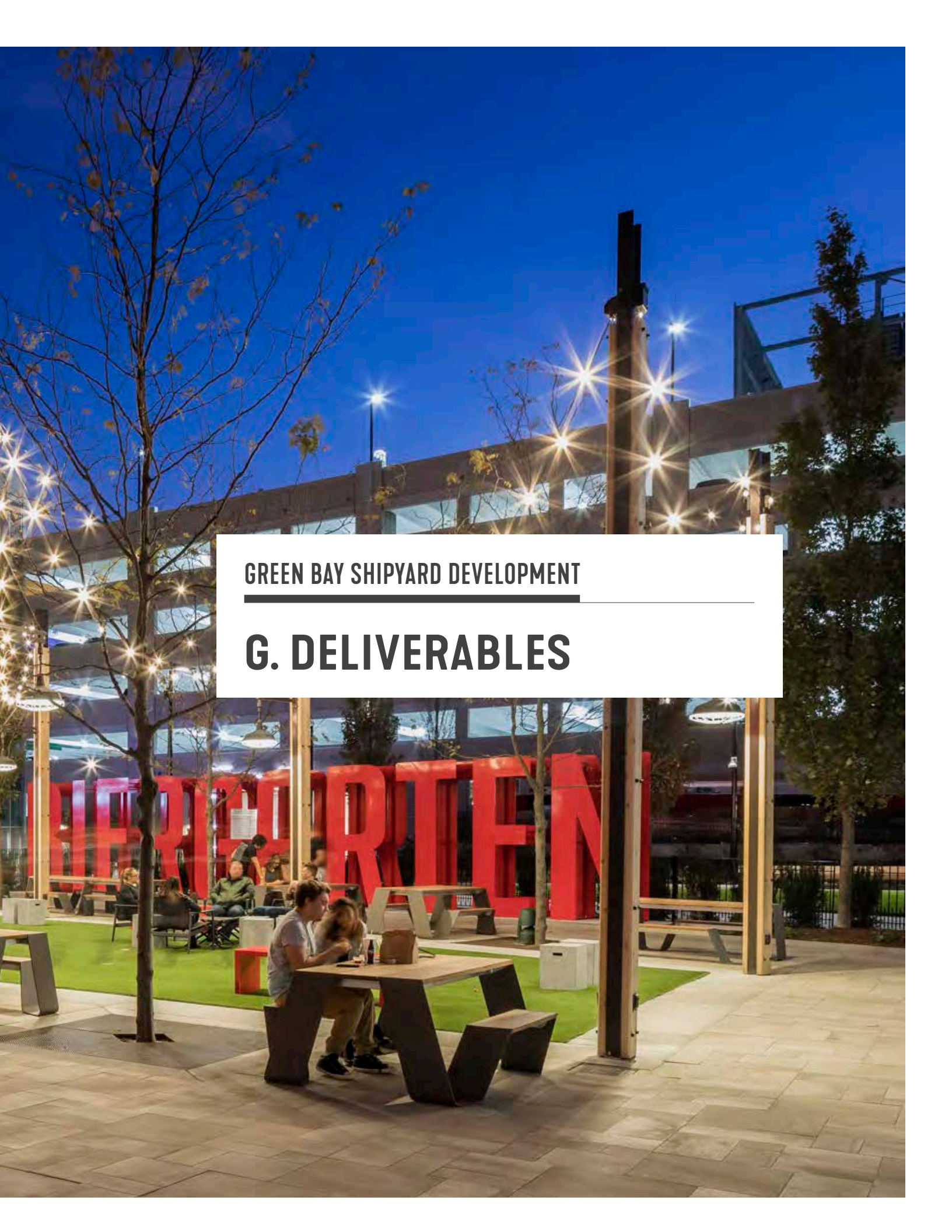
- Pre-Bid meeting
- Community event

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)

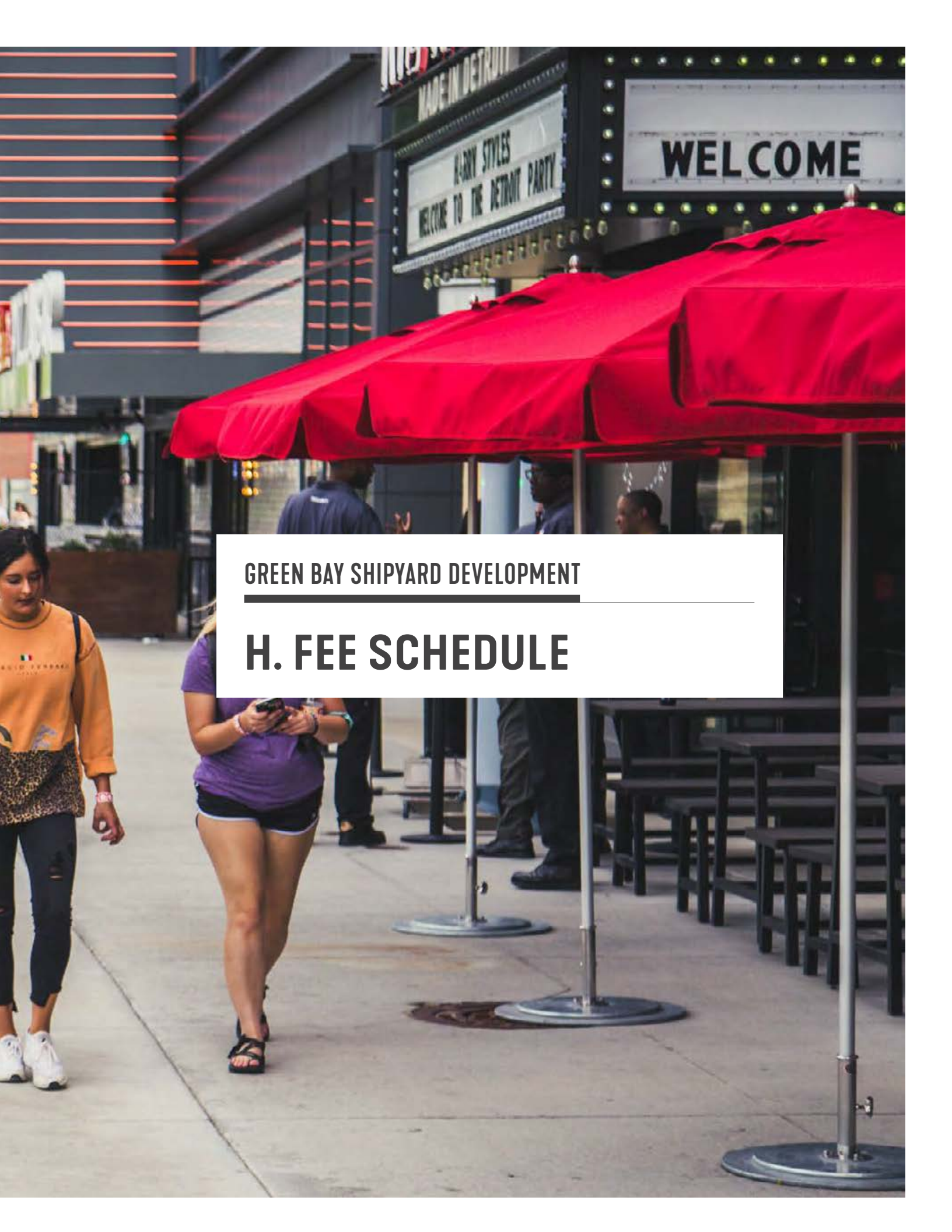
- 90% draft Construction Documents, Specification and OPCC
- Presentation materials
- 100% Bid Set
 - Final Construction Documents
 - Project Manual
 - Final OPCC

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

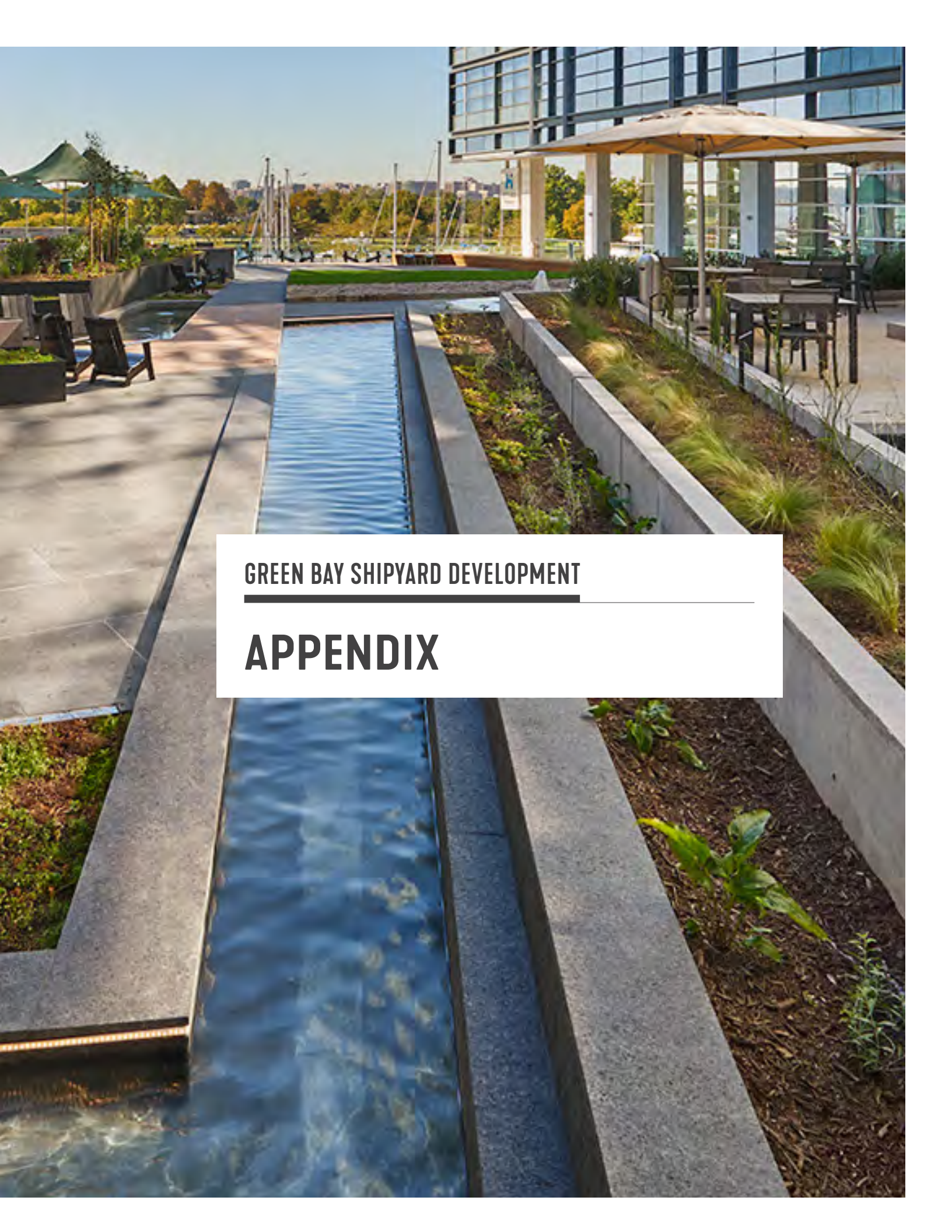
Mileage	\$.545/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	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

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*

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
Cunningham Group Architecture, Inc.
201 Main Street SE, Suite 325
Minneapolis, MN 55414

Contact
Andrew Dresdner, AICP
adresdner@cunningham.com
612 379 3400

September 18, 2018

Response to Request for Qualifications for **THE SHIPYARD**





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
G R O U P

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. Cunningham Group is very proud to have taken part in such an important project 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:

Cunningham 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
Cunningham Group Architecture, Inc.

Jeff Schoeneck, AIA
jschoeneck@cunningham.com
612.617.2986

Andrew Dresdner, AICP
adresdner@cunningham.com
612.379.5518

**Cunningham Group
Architecture, Inc.**

St. Anthony Main
201 Main Street SE
Suite 325
Minneapolis, MN
55414

Tel 612 379 3400

cunningham.com



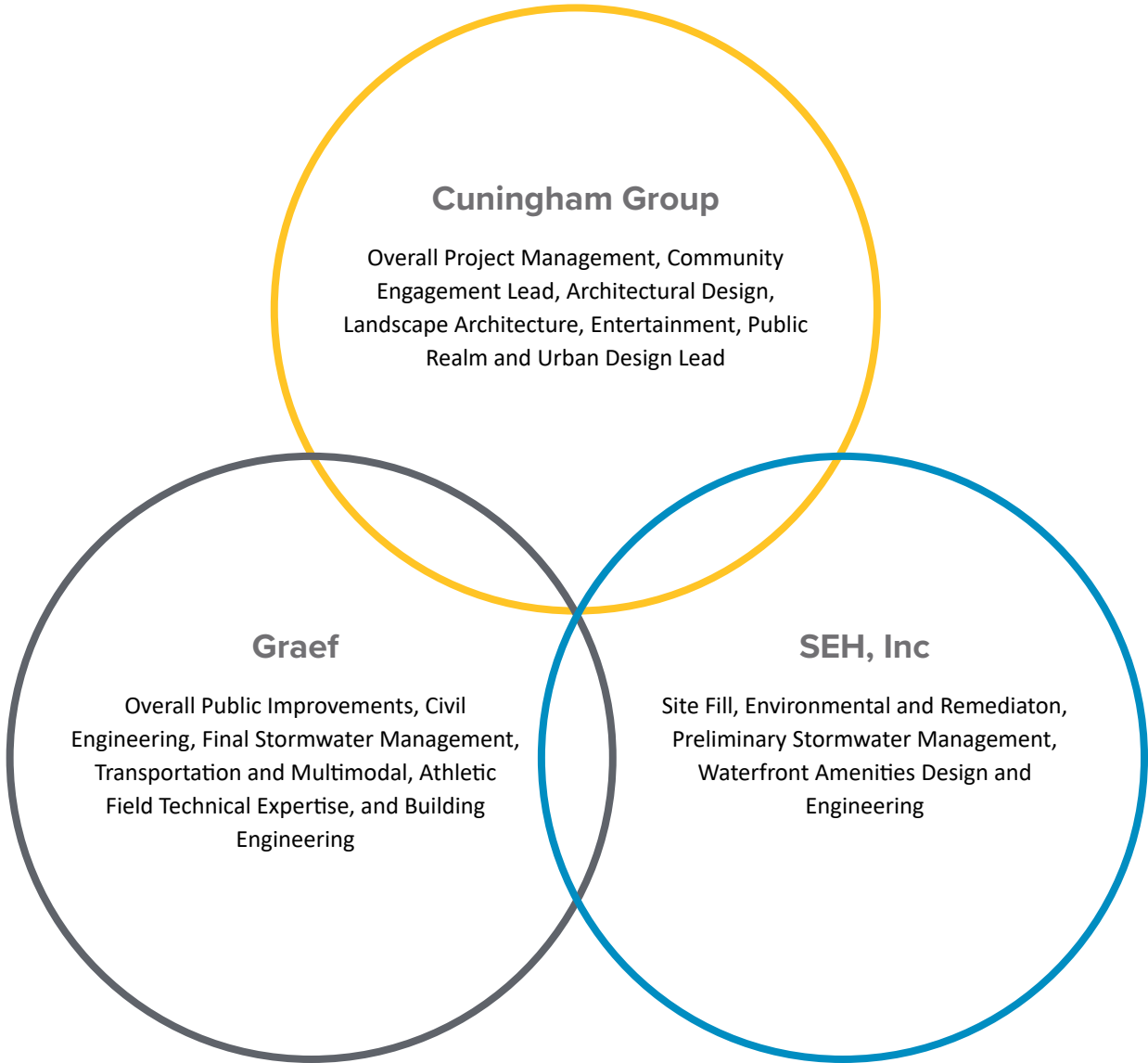
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Our Design Team of experts assembled for this special assignment, is comprised of highly talented and knowledgeable practitioners bringing decades of successful history on a wide range of projects. Our implementation expertise in providing environmentally 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: CUNINGHAM GROUP



CUNINGHAM GROUP ARCHITECTURE, INC.

Cunningham 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 Cunningham, 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 final 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

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.

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.



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 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.





Minnesota State Fair – Master Plan and West End Market

Saint Paul, Minnesota | Cunningham 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 Cunningham 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.”

Cunningham 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 | Cunningham Group

For more than 22 years, Epic Systems Corporation and Cunningham 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 Cunningham 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 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





Uijeongbu Rhythm City

Uijeongbu 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.

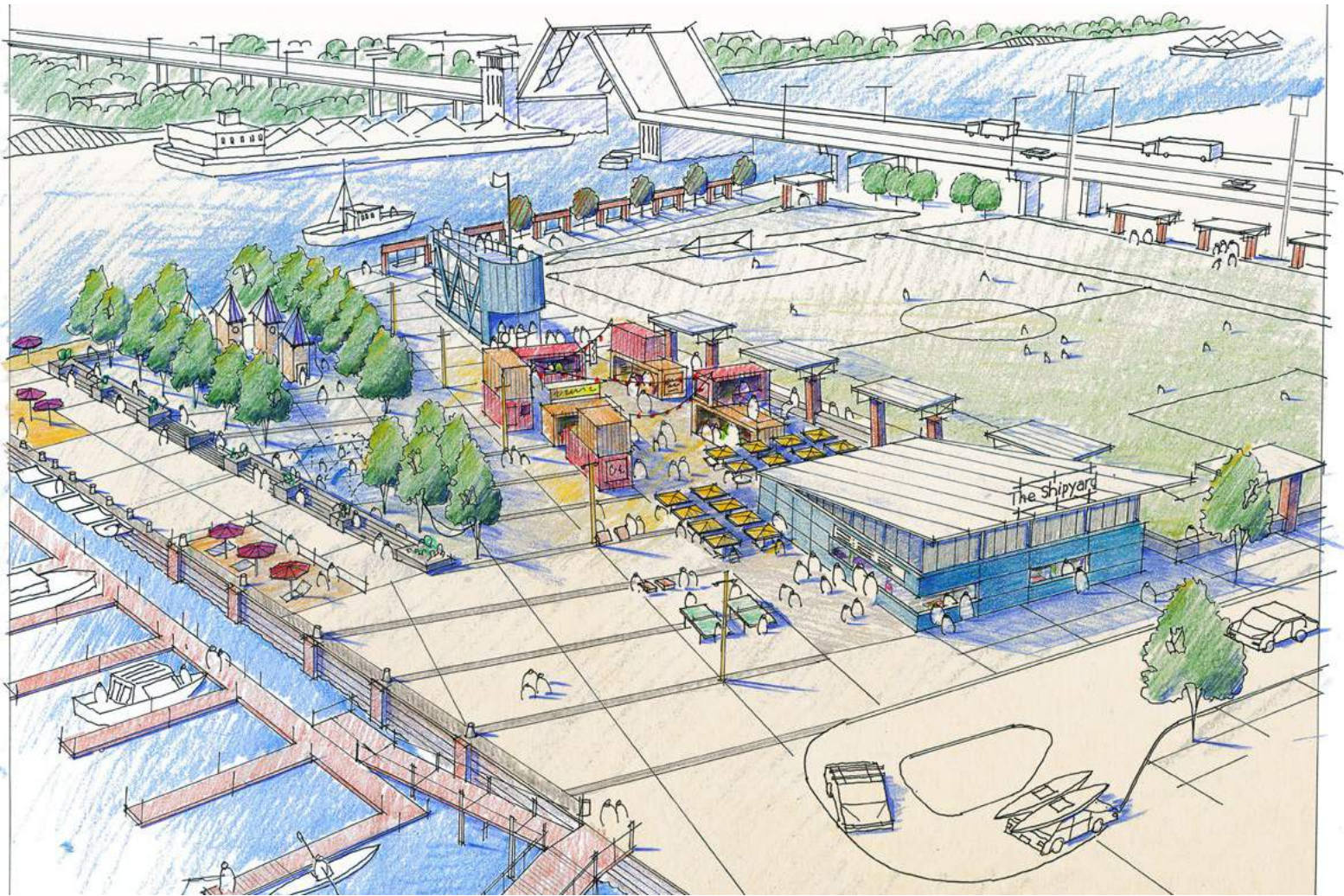
Client

UD JaHyung, Inc.

Scope of Services

Master Planning
Concept Design





Master Plan



The Shipyard Master Plan

Green Bay, Wisconsin | Cunningham 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

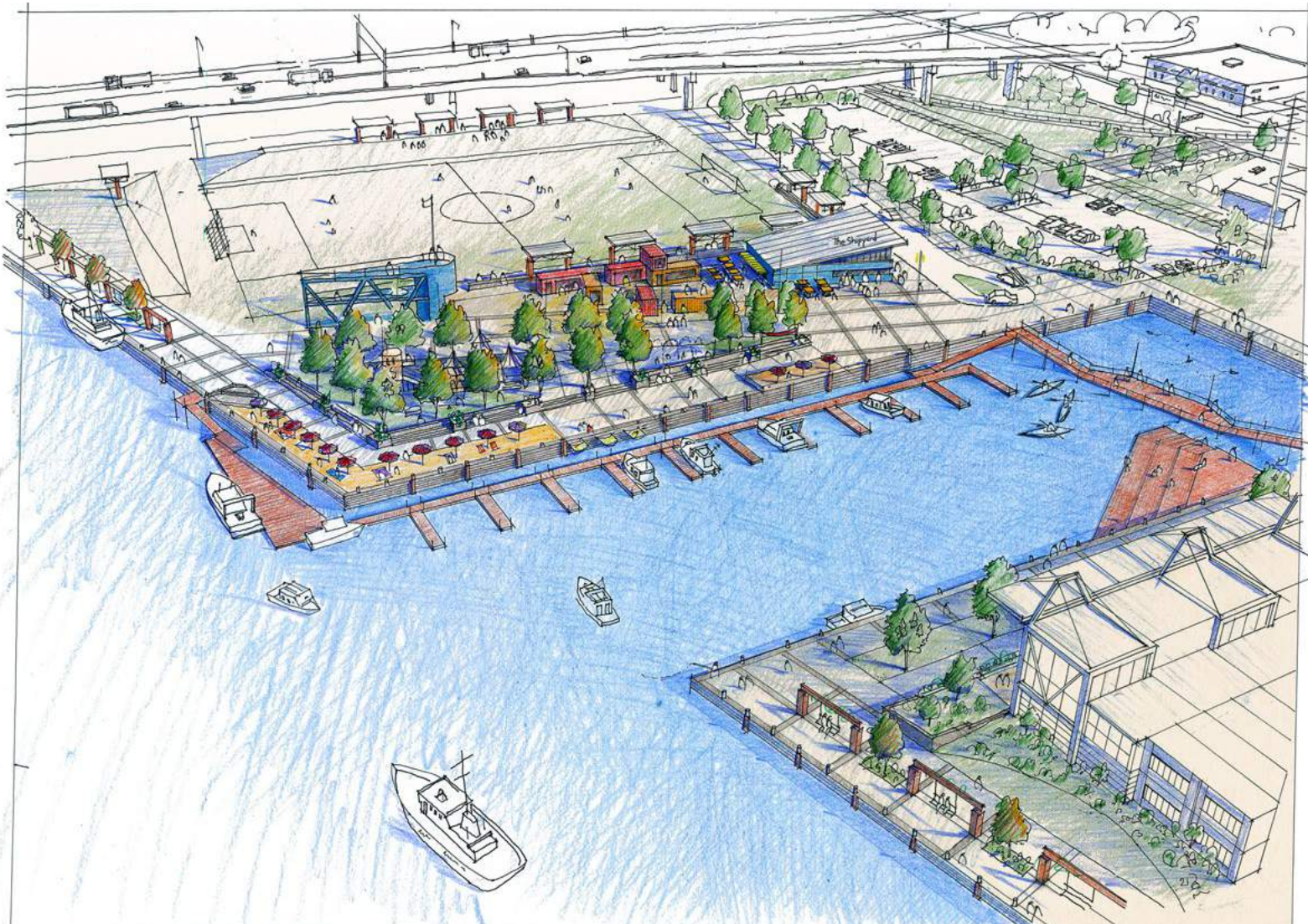
City of Green Bay

Scope of Services

Master Planning
Concept Design

Project Size

10 acres



Past Experience

PROJECT EXAMPLE

All Net Arena and Resort

Las Vegas, Nevada | Cunningham Group

Cunningham 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

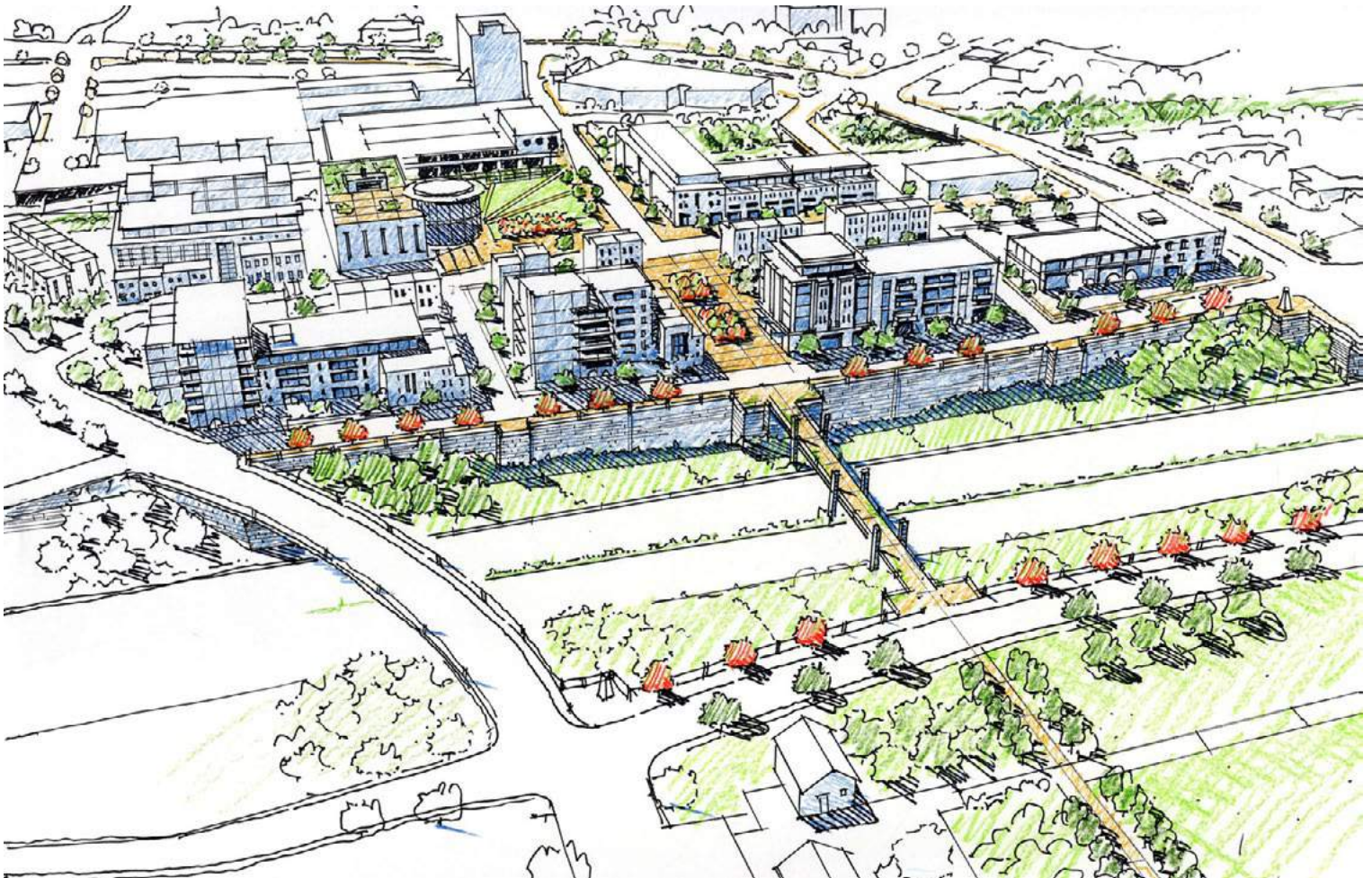
City of Edina

Scope of Services

Redevelopment Master Plan

Project Size

100 Acres



Past Experience

PROJECT EXAMPLE

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 | Cunningham 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. Cunningham 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

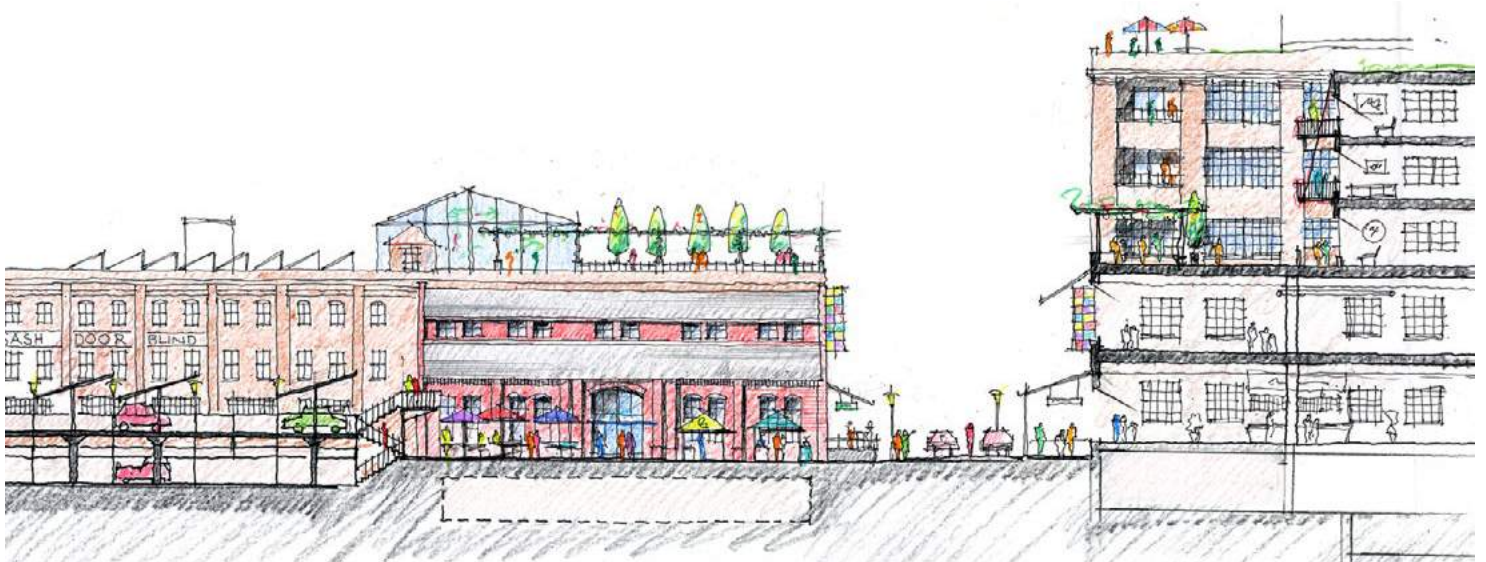
City of Dubuque, Department of Economic Development

Scope of Services

Master Planning

Project Size

1 Million Square Feet



Past Experience

PROJECT EXAMPLE

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.

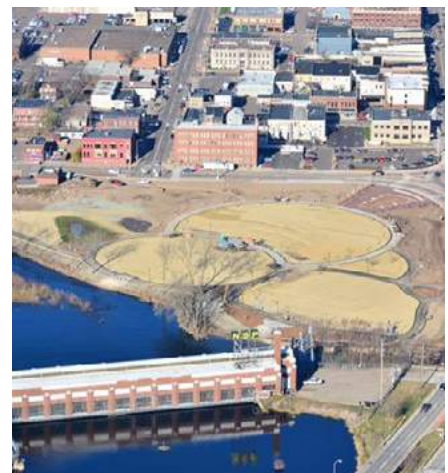
These projects, among others, have spurred other adjacent development and infrastructure improvements including SEH's own private investment in a new office building on land that once sat vacant for more than 15 years.

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



Past Experience

PROJECT EXAMPLE

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 planters, 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



Past Experience

PROJECT EXAMPLE

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



Past Experience

PROJECT EXAMPLE

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 left and 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 designed 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



Past Experience

PROJECT EXAMPLE

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.

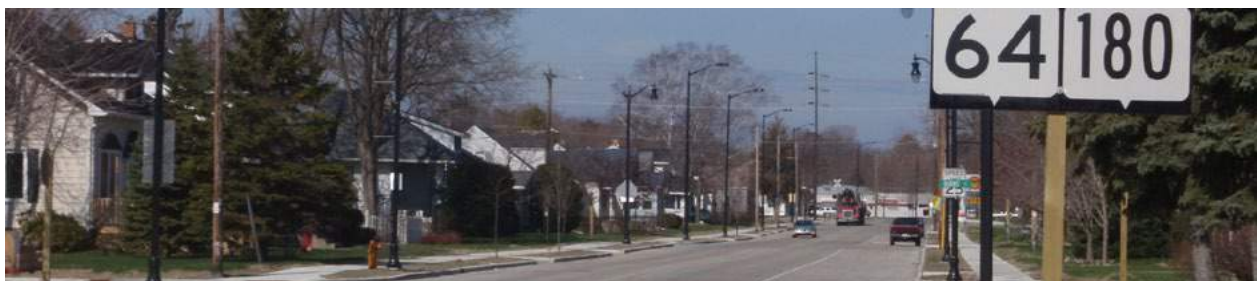
Another key element of the project included the Escanaba & Lake Superior Railroad crossing along this segment of street. Railroad coordination was required to facilitate the replacement of the crossing and signals.

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 Architecture

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 an 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 fire 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



Past Experience

PROJECT EXAMPLE

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

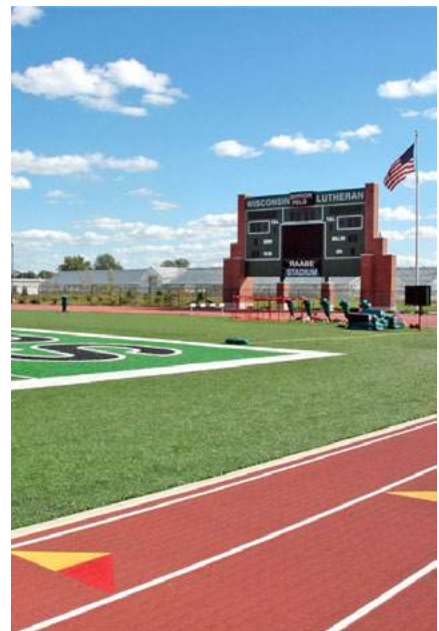
Wisconsin Lutheran College

Scope of Services

Site/Civil Engineering
Wetland Delineation
Permitting
Construction Staking

Data

31.5 Acres



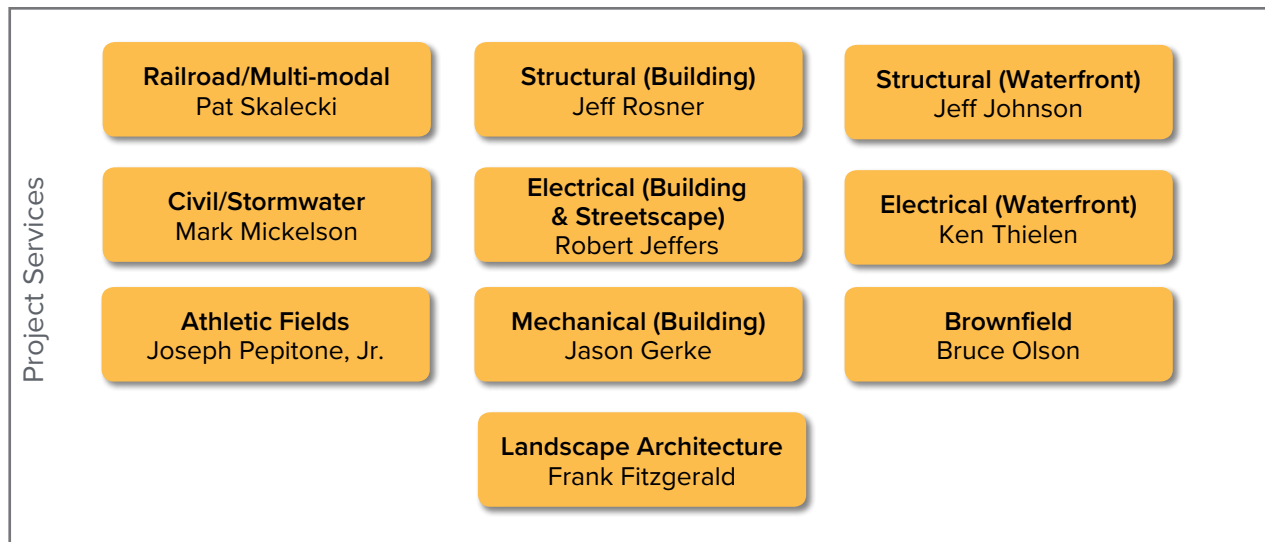
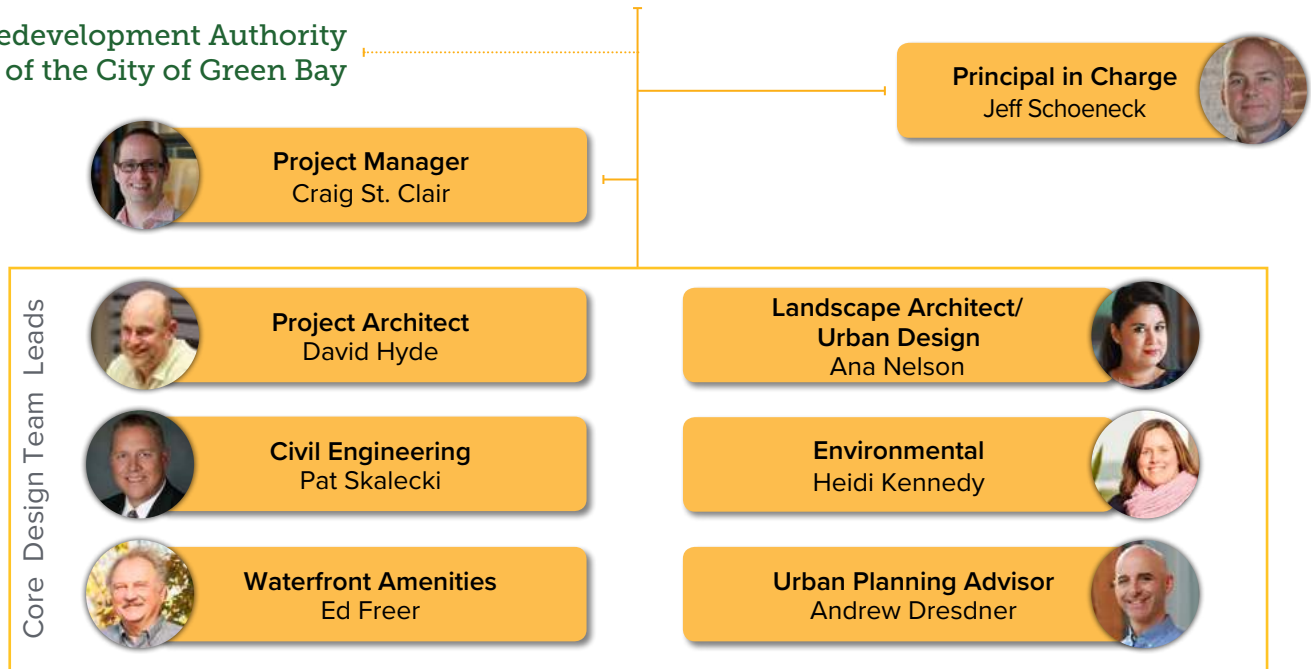
Key Personnel

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



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.

- 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 a broad 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. Cunningham 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 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 part 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:

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:

Work Plan

PROJECT UNDERSTANDING AND APPROACH

1. *Site Improvements (Environmental Work)*
2. *Public Improvements*
3. *Shipyards*

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 Shipyards project with an ultimate goal: to 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 Shipyards 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.

PROJECT INITIATION OCT 2018 (2 WEEKS)

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

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:

- 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 WEEKS)

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:

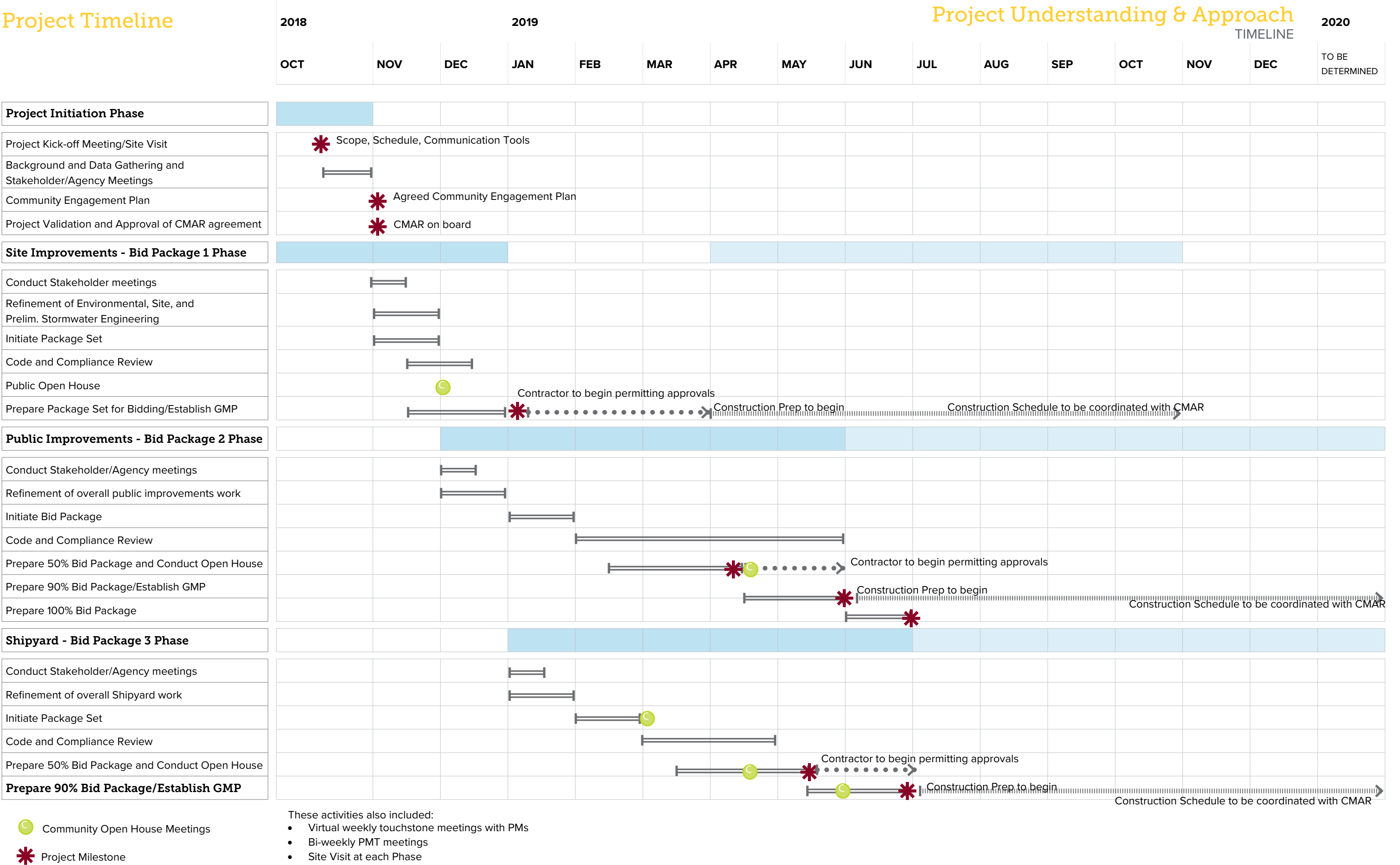
- Fees applicable for planning review permits are not part of this proposal and to be considered as an additional expense.
- Owner to be providing all background documentation including topographic surveys, soils reports, as-builts/record drawings (including existing stormwater background data) and/or 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





Project Engagement and Communication

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.

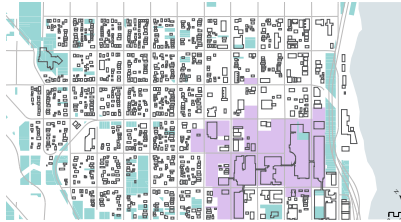


Creative Engagement We employ a variety of creative engagement strategies suited to the needs of a project. Wood Block Models are one example that allows participants to explore the implications of various development options.

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.

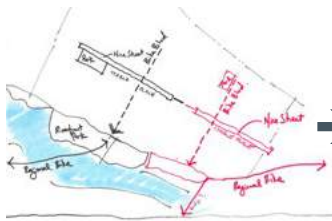


Public Knowledge & Input is a critical form of data. Community members participate in exercises that help us identify strengths, weaknesses, and local dynamics, and to develop the community's vision for the area.



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



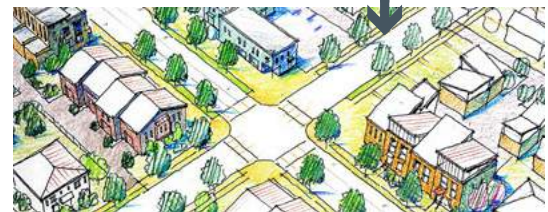
Concept Plan



Illustrative Rendering of Overall Site

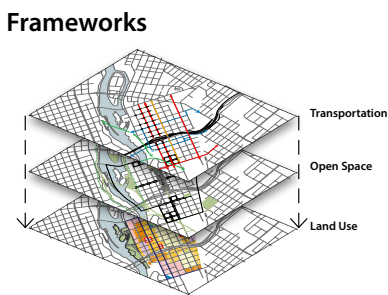
From General to Specific, from Big to Small

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

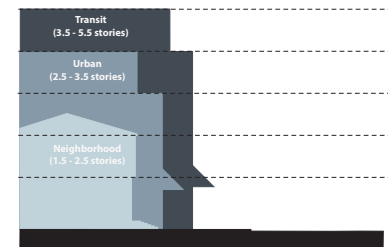
OUTPUT



Frameworks

Frameworks 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.

Project Engagement and Communication

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

Cunningham 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 | Cunningham 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 Cunningham Group*

Key Personnel

RESUMES



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*

Key Personnel

RESUMES



Craig St. Clair, AIA, NCARB, LEED AP®
Project Manager | Cunningham 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, UiJungBu City, Republic of Korea
Luna Mare Mixed-use Development, Doha, Qatar

** Project experience obtained prior to joining Cuningham Group*

Key Personnel

RESUMES



Frank Fitzgerald, PLA, ASLA
Landscape Architect | Cuningham Group

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@tcgm.com

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.

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

Key Personnel

RESUMES



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 Certification

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.

Key Personnel

RESUMES



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.

Key Personnel

RESUMES



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

Key Personnel

RESUMES



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

Key Personnel

RESUMES



Mark Mickelson, 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 (Creskide 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 (Kilkenny 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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G R O U P

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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.I.

To refer to staff the request by Ald. Nicholson to create a plan to help relieve water issues at Main and East Mason Streets and East Mason and Schwartz Streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.2.

To hold until the next Improvement and Services Committee meeting the request by Ald. Wery to review how sidewalk replacements are funded.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.3.

To approve the 2019 Department of Public Works Stormwater Utility, Sanitary Sewerage District, and Parking System Division non-levy equipment acquisition plans.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of 2019 DPW Equipment Plan 10-4-18 FINAL

City of Green Bay - DPW
2019 Capital Equipment Expenditures (Page 1 of 2)
(Updated: October 4, 2018)

Sanitary Sewage District - Capital Equipment Account (replacement) (428520 55140)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1	Sewer	Manhole Inspection Vehicle (may be tied to new unit)	Van #256		\$40,000	\$40,000
2	Sewer	Lift station SCADA radios (12 lift stations)	Existing radio units		\$60,000	\$100,000
Sanitary Sewage District - Capital Equipment Account (new) (428520 55150)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1	Sewer	Sewer inspection vehicle, equipment, and camera system	New to fleet		\$350,000	\$350,000
2	Sewer	Sewer Line Rapid Assessment Tool (SL-RAT)	New to fleet		\$30,000	\$380,000
3	Sewer	Rain gauge/weather station (x 3)	New to fleet		\$3,000	\$383,000
4	Sewer	Smart Covers (x 5)	New to fleet		\$30,000	\$413,000
5	Sewer	Trash pump, trailer mounted, diesel, 6-inch line capacity	New to fleet		\$40,000	\$453,000
Storm Water Utility - Capital Equipment Account (replacement) (429525 55140)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1	Sewer	N/A	N/A	N/A	N/A	N/A
Storm Water Utility - Capital Equipment Account (new) (429525 55150)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1		Combination sewer jet/vac truck	New to fleet		\$500,000	\$500,000
2		Laptop computers, ruggedized (x 3)	New to fleet		\$6,000	\$506,000
3		Lift station SCADA radios (x 15)	New to fleet		\$75,000	\$581,000
4		Rain gauge/weather station (x 3)	New to fleet		\$3,000	\$584,000
5		Desks & shelves (Erosion Control Specialist work stations)	New to fleet		\$10,000	\$594,000

City of Green Bay - DPW
2019 Capital Equipment Expenditures (Page 2 of 2)

Parking Division - Capital RESERVE Account (430505 55140)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1	Parking	HVAC system replacement (Phase 2)	Old HVAC equipment	N/A	\$75,000	\$75,000
2	Parking	Elevator door drives (Cherry Street Ramp)	Old door drives	N/A	\$20,000	\$95,000
3	Parking	ADA-compliant door handles	Old door handles	N/A	\$7,000	\$102,000
4	Parking	Fire extinguisher cabinets	Old fire extinguisher cabinets	N/A	\$4,000	\$106,000
5	Parking	5-gallon paint pail shaker (used)	New to fleet	N/A	\$2,500	\$108,500
Parking Division - Capital EQUIPMENT/VEHICLE Account (431505 55140)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Total</u>
1	Parking	Transfer to Vehicle/Equipment fund (replenishment)	N/A	N/A	\$110,300	\$110,300
2	Parking	3/4-ton pick-up with plow	(P6) Pick-up with plow	14	\$42,500	\$152,800



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.4.

To receive and place on file the report of contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #1 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$74,258.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public (RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #1)

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group
#1**

Tuesday, September 25, 2018

Contractor	Bid	Bid Bond
BADGERLAND DEMOLITION & EARTHWORK, INC	\$74,258.00	5%
GO GREEN RECYCLING	\$96,100.00	5%
BEST ENTERPRISES, LLC	\$110,955.00	5%
PETERS CONCRETE CO.	\$126,541.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.5.

To hold until the next Improvement and Services Committee meeting the review and award of the contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.6.

To approve payment for the following easement:

W. Walnut Street at S. Ashland Avenue – Traffic Signal Equipment

Parcel 3-73, Bonnie Nykvist, \$300

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. map
2. Traffic Signal Easement SE Cor W Walnut at Ashland

EXHIBIT A

LOT 55

4-235

W. WALNUT ST

PLATTED NW CORNER LOT 83
FORT HOWARD ORIGINAL SURVEY

PERMANENT LIMITED EASEMENT
FOR TRAFFIC SIGNAL EQUIPMENT

3-73

TEMPORARY LIMITED EASEMENT
FOR SIDEWALK RESTORATION

3-74

3-75

3-76

LOT 83

LOT 84

LOT 85

ORIGINAL SURVEY OF FORT HOWARD

ASHLAND AV

I:\DepData\PubWorks\ExecSupport\CT3Desk1\LEGAL\EASEMENT\TLEs\TLE_blank.doc

DISCLAIMER

This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

0 15' 30' 60'



CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION

EASEMENT FOR TRAFFIC SIGNAL EQUIPMENT -
SE CORNER W. WALNUT STREET AT ASHLAND AVENUE

BY	DATE

EASEMENT FOR TRAFFIC SIGNAL EQUIPMENT

It having been deemed necessary for the improvement, maintenance or protection of public or private property to occupy or use lands owned by BONNIE NYKVIST in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner(s) herein for and in consideration of the sum of Three Hundred and no/100 dollars and no/100 dollars (\$300.00) in hand paid, the receipt of which is hereby acknowledged, do hereby bargain, sell, convey, transfer and deliver unto

The CITY OF GREEN BAY, a Wisconsin Municipal Corporation,

a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate described at any time that it may seem fit and construct, maintain and repair electrical traffic signal equipment and conduit including necessary appurtenances for the purposes of conveying electrical power over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said conduit, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said conduit and necessary appurtenances, over the lands described in attached Exhibit A, situated in the City of Green Bay, Brown County, Wisconsin.

It is expressly understood and agreed that during the construction of said conduit and necessary appurtenances materials and excavation may be placed beyond the limits of the lands as described in Exhibit A, which materials and soil shall be removed immediately upon completion of construction and ground restored to original condition. After the construction of said equipment, conduit and necessary appurtenances, grantor and his successors shall have and retain all rights to the use and occupation of said real estate, provided that no structure shall be erected over the conduit and necessary appurtenances.

For the purpose of the construction, of said equipment, conduit and necessary appurtenances, the said CITY OF GREEN BAY shall have the right to enter, pass over and use said premises and the lands adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the grantor(s), and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including building erected thereon, by reason of the CITY OF GREEN BAY entering thereon for the purpose of the maintenance and/or repair of said equipment, conduit and necessary appurtenances, said CITY OF GREEN BAY shall fully compensate said grantor or successors therefor.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Parcel Number: 3-73

Return this document to:
City Clerk - Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Signed and sealed this 21st day of Sept, 2018.

X _____

(print name and title above)

X

Bonnie Nykvist

Bonnie Nykvist

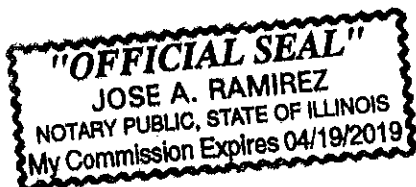
(print name and title above)

STATE OF ~~WISCONSIN~~ ^{IL}

COOK) SS.

~~BROWN~~ COUNTY)

Personally came before me this 21st day of Sept, 2018, the above named Bonnie Nykvist to me known to be the person who executed the forgoing instrument and acknowledge the same.



X

Jose A. Ramirez

(print name of notary above)

Notary Public, COOK County, ^{IL} Wisconsin

My Commission Expires: 04/19/2019

This instrument drafted by:
Thomas H. Giese – R/W Specialist

Project: Traffic Signals –
SE Corner W. Walnut Street @ Ashland Avenue

EXHIBIT A

That part of Lot Eighty-three (83), according to the recorded Original Survey of Fort Howard, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the platted Northwest corner of said Lot Eighty-three (83);
thence S64°-10'-27"E, 10.19 feet along the platted north line of said Lot Eighty-three (83);
thence S25°-49'-33"W, 10.00 feet to the current south right-of-way line of West Walnut Street,
and the point of beginning;
thence S64°-10'-27"E, 30.00 feet along said south right-of-way line of West Walnut Street;
thence S25°-49'-33"W, 5.00 feet;
thence N64°-10'-27"W, 30.00 feet;
thence N25°-49'-33"E, 5.00 feet, to the point of beginning.

Part of tax parcel number 3-73.

**TEMPORARY
LIMITED EASEMENT**
RE3042 294 Ch. 84 Wis.Stats.

Document No.
Exempt From Fee: s.77.25(2r)

THIS EASEMENT, made by Bonnie Nykvist grantor, conveys a Temporary Limited Easement as described below to the City of Green Bay, grantee, for the sum of \$1.00 and other valuable considerations for the purpose of Reconstruction of sidewalk.

Legal Description:

105 S Ashland Avenue in the City of Green Bay, Brown County, Wisconsin as shown on attached Exhibit A highlighted in blue.

Tax Parcel Number 3-73.

Grantor, having been fully informed of grantor's right to have the above-described temporary easement appraised, and to receive just compensation for the easement based on an appraisal, waives the right to an appraisal and agrees to accept settlement in the above-stated amount as full payment for the easement, subject to approval by the City Of Green Bay, as further consideration for this agreement.

This easement shall terminate upon completion of the construction project for which this instrument is given.

x _____
Date

x Bonnie Nykvist 9/20/2018
Date
Bonnie Nykvist

STATE OF ~~WISCONSIN~~)
~~BROWN COUNTY~~)
COOK

Personally came before me, this 21st day of Sept., A.D., 2018 above named Bonnie Nykvist to me known to be the persons, who executed the foregoing instrument and acknowledged the same.

Jose A. Ramirez
Jose A. Ramirez
(Print name of notary above)

IL
~~Wisconsin~~

NOTARY

Notary Public, COOK County,

SEAL

My commission expires 04/19/2019



This instrument was drafted by:
Thomas H. Giese - R/W Specialist

Project: Traffic Signal reconstruction
SE Corner W Walnut St @ Ashland Av

Parcel No. 3-73



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.7.

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

- A. Green Bay Concrete
- B. Wood Sewer & Excavating, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # L.8.

To approve Relocation Claims for the Webster Avenue project and authorize payments.

BACKGROUND

N. WEBSTER AVENUE - UNIVERSITY AVENUE TO RADISSON STREET

R/W Plat

Parcel

Number Owners Name(s) Location Amount

1a Robert Richmeier 708 N Webster Avenue \$8,550
1b Katie M. Long 708 N Webster Avenue 1,560
2c Sherri Kling 816 N Webster Avenue 1,140
12 James Siudzinski 714 N Webster Avenue 600
13 Beverly T. Moeser 1102 Harvey Street 375
18a July & Ramiro Martinez 1102 N Webster Avenue 8,000
20a Nicole Robertson 1002 Reber Street 8,000
22a Ronald Tordeur 1005 Berner Street 5,072
23a Brian Sharkey 1000 Klaus Street 8,000
24a Don Lecher 1008 Vanderbraak Street 1,140

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # M.I.

To approve the change of agent for Kwik Trip, Inc. at 515 W. Walnut St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. appointmentkwiktrip-compressed



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # M.3.

To hold until next meeting General Ordinance No. 28-18, an ordinance to repeal and recreate Section 6.15 Green Bay Municipal Code relating to special events, for staff to obtain additional input from local organizations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. GO 28-18 - Repeal and Recreate Section 6.15 relating to Special Events
2. Copy of 2018-10-03 Special Event Application Cost Spreadsheet

GENERAL ORDINANCE NO. 28-18

**AN ORDINANCE
TO REPEAL AND RECREATE SECTION 6.15
GREEN BAY MUNICIPAL CODE,
RELATING TO SPECIAL EVENTS**

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

SECTION 1. Section 6.15, Green Bay Municipal Code, is hereby repealed and recreated as follows:

Sec. 6.15. Special events.

(1) Definitions.

- (a) *Large events.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, the inclusion of animals or alcoholic beverages and/or crowd sizes over 5,000 spectators and participants. Large events shall include, but not be limited to, team or individual sporting events, circuses, carnivals with rides, parades with floats, marathons or similar races, walks for charity, social gatherings, music festivals, art festivals, farmers markets, performances, and exhibitions. Vehicle barriers may be required for large events.
- (b) *Medium events.* Special events involving physical activity by participants, moderate exposure of spectators to hazards, the inclusion of animals or alcoholic beverages and/or 1,000 to 5,000 spectators and participants. Large events shall include, but not be limited to, team or individual sporting events, circuses, carnivals with rides, parades with floats, marathons or similar races, walks for charity, social gatherings, music festivals, art festivals, farmers markets, performances, and exhibitions.
- (c) *Normal use of a park.* Normal use of a park will depend on the type of park engaged for that activity and will be determined by the Director of Parks, Recreation and Forestry or his/her designee.
- (d) *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (e) *Resident.* A resident is a person who maintains their primary living quarters within the city limits.
- (f) *Safety manager.* The Safety Manager of the City of Green Bay or his/her designee.

- (g) *Simple events.* Special events involving a small non-profit or neighborhood association where the principal applicants reside in the City of Green Bay. Simple events are limited to neighborhood or small non-profit events that take place either in a City park or occur as a block party. Simple events will have limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 250 spectators and participants. Simple events shall include, but not be limited to, picnics, annual meetings, movies in the park, and block parties.
 - (h) *Small events.* Special events involving limited physical activity by participants, no exposure of spectators to hazards, and crowd sizes of less than 1,000 spectators and participants. Small events shall include, but not be limited to, team or individual sporting events, walks for charity, social gatherings, small-budget film making, music festivals, art festivals, farmers markets, performances and exhibitions.
 - (i) *Special Event.* An athletic event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show or other similar display which interferes with the normal flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the normal use of parks or other public grounds.
 - (j) *Special Event Committee.* The Special Event Committee shall be made up of members from City departments, including but not limited to the Police Department, Fire Department, Department of Public Works, Community and Economic Development Department, and the Parks Department. The Special Event Committee shall be responsible for evaluating and taking action on applications for special events.
 - (k) *Special Event Coordinator.* The person who will coordinate between applicants and City departments, ensuring appropriate departmental approval of special events applications.
 - (l) *Special Hazard Event.* Special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 5,000 spectators and participants. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races, athletic events in Green Bay or on the Fox River, and fireworks displays. Vehicle barriers may be required.
- (2) *Permit required.* No person shall conduct, manage, engage in, or participate in a special event unless a permit has been approved by and obtained from the Special Event Coordinator and Special Events Committee, or their designees.

(3) *Exceptions.* This section shall not apply to funeral processions or governmental agencies acting within the scope of their functions.

(4) *Application.*

(a) *Filing and contents.* An application for a special event permit shall be filed with the Special Event Coordinator in the following timeframes: for a large, medium or small event, not less than 60 days before the event is to take place; and for a simple event, not less than 15 days before the event. The application shall set forth the following information:

1. The name, address, and telephone number of the person seeking to conduct such event.
2. The name, address, and telephone number of the event coordinator.
3. The date(s) of the special event.
4. The event location or route to be traveled, the starting point, and the termination point, including a map.
5. The approximate number of spectators and participants anticipated, the number of animals and vehicles included in the event, the type of animals, and description of the vehicles.
6. The start and end time of the event.
7. A map detailing the portions of the sidewalk, street or other right-of-way proposed to be included or utilized in the event.
8. The location by streets of any assembly areas for such event, including a map detailing the assembly areas.
9. The time at which units of the event will begin to assemble at any such assembly areas.
10. The interval of space to be maintained between units of such event.
11. Whether any alcoholic beverages will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
12. Any additional information which the Special Event Coordinator finds reasonably necessary to determine whether a permit should be issued.

(b) *Insurance and indemnification.* Proof of insurance or indemnification is required for all events, except for recognized neighborhood associations hosting simple events. Applicant shall furnish a certificate of insurance and indemnification meeting the requirements set by resolution of the Common Council.

(c) *Application Fee.* A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the Special Event Fee Schedule.

(d) *Special Event Fee Schedule.* The Special Event Fee Schedule shall be established by the Safety Manager with approval by resolution of the

Common Council, and may change from time to time. A copy of the Special Event Fee Schedule shall be available in the City Clerk's Office and on the City's website.

- (e) *Special Hazard Fee.* A special hazard fee will be charged for special hazard events in addition to the application fee. Special hazard fees will be invoiced to the applicant after the application has been approved and it has been determined that the event qualifies as a special hazard event. The special hazard fee will be established by the Special Event Fee Schedule.
 - (f) *Cancellation Fee.* A cancellation fee will be charged for any events cancelled within 15 days of the scheduled event date. The cancellation fee will be established by the Special Event Fee Schedule.
 - (g) *Late applications.* The Special Event Coordinator, where good cause is shown, may consider any application which is filed less than 15 days before a simple event, or less than 60 days before a small, medium, or large event is proposed to take place, and may also assess a late fee as described in the Special Event Fee Schedule.
- (5) *Additional city services.* If the special event will require more than minimal use of any city equipment or services, the applicant shall pay the actual costs for the use of such equipment or services. This may include, but is not limited to, Development Department services, Parks, Recreation and Forestry services, Fire Department services, Police Department services, Department of Public Works services and/or barricades. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services. If applicant does not pay for the additional expended resources within 30 days of billing, the applicant may be denied a permit for future events.
- (a) To ensure public safety for the event and the City, the City reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined at the sole discretion of the Police/Fire Chief or their respective designee. Outside vendors may be retained for such services; however, City approval of such vendors and services shall be obtained prior to the event.
- (6) *Emergency Fire/Medical Resource Staffing Estimates for Special Events.* Emergency Fire/Medical Resources Matrix for Special Events is a guideline applicants may use to better understand requirements and recommendations for appropriate levels of emergency medical resources and services for special events. The Fire Chief or his/her designee will determine the need for multiple or additional resources based on special risk considerations, which

will be communicated to the event organizer. The Fire Chief or his/her designee may waive the requirement for services depending on the event, location, time of year, etc. Costs associated with these resources are the responsibility of the event organizer.

- Required resource
- ✓ Recommended resource

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	First Aid Station(s) Including Physician	ALS Ambulance(s)	Mobile Team(s)
Any event requiring a special event permit	Simple event (less than 250)	●	✓				
	Small event (under 1,000 persons)	●	✓	✓		✓	✓
	Medium event (1,000-5,000 persons)	●	●	✓	✓	●	●
	Large event (over 5,000 persons)	●	●	✓	●	●	●

(7) *Public Safety and Security Resources Officer Staffing Estimates for Special Events.* Police Department Matrix for Special Events is a guideline applicants may use to better understand requirements and recommendations for appropriate levels of police resources and services for special events. The Police Chief or his/her designee will determine the need for multiple or additional resources based on special risk considerations, which will be communicated to the event organizer. The Police Chief or his/her designee may waive the requirement for services depending on the event, location, time of year, etc. Costs associated with these resources are the responsibility of the event organizer.

- Required resource
- ✓ Recommended resource

Event Type	Anticipated Maximum Crowd Size	4—9 Officers Plus 0—1 Supervisors	9—14 Officers Plus 1—2 Supervisors	14—21 Officers Plus 2—3 Supervisors	21—30 Officers Plus 3—6 Supervisors
Any event requiring a special event permit	Simple event (less than 250 people)	✓			
	Small event (under 1,000 people)	•	✓		
	Medium event (1,000-5,000 people)		•	✓	
	Large Event (over 5,000 people)			•	✓

(8) *Special risk considerations.* Special risk considerations may affect the required Fire, Medical, or Police resources referenced in Sections 6 and 7. Examples of special risk considerations include but are not limited to:

- ☐ Night vs. daytime
- ☐ Alcohol availability/use
- ☐ Length of event
- ☐ Type of event
- ☐ General admission/reserved seating
- ☐ Location/geography/multiple locations
- ☐ Weather/time of year
- ☐ Problems encountered w/event in past
- ☐ Fireworks/pyrotechnics
- ☐ Traffic control

(9) *Standards for issuance.* The Special Event Coordinator shall review the application, consult with the Safety Manager and other city departments as necessary, and consider any other such information obtained by or provided to the Special Event Coordinator. The permit shall be issued when the Special Event Coordinator has determined that:

- (a) The applicant has complied with all of the application requirements of subsection (4).
- (b) The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

- (c) The conduct of the event will not require the diversion of so great a number of police officers as to prevent normal police protection to the city.
 - (d) The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
 - (e) The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - (f) The parade, race, or march is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.
 - (g) The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - (h) There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - (i) Adequate sanitation or other necessary health facilities will be available at the event.
 - (j) The conduct of the event is not reasonably likely to cause injury to persons or property.
- (10) *Action upon application.* The Special Event Coordinator shall provide written notice of the issuance or denial of the permit within 15 days of receipt of an application. If the application is denied, the notice shall state the reasons for the denial.
- (11) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit to the Protection and Policy committee. The applicant shall file written notice of appeal with the City Clerk within seven (7) days after receiving notice of the denial. Within 15 days of receipt of the appeal, the Committee shall give the applicant an opportunity to be heard.
- (12) *Notice to city and other officials.* Immediately upon the issuance of a special event permit, the Special Event Coordinator shall send a copy thereof to the Mayor, the Chief of Police, the Fire Chief, the Director of Parks, Recreation and Forestry, the Director of Development and the Director of Public Works.
- (13) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (14) *Public conduct during parades, races, walks, or marches.*
- (a) *Interference.* No person shall obstruct, impede, interfere with, or unreasonably hamper any parade, race, walk, march or parade assembly or with any person, vehicle, or animal participating or used in a parade.

- (b) *Driving through parades, races, walks or marches.* No person shall drive a vehicle between the vehicles or persons comprising a parade, race, walk or march when such vehicles or persons are in motion and are conspicuously designated as participating in such an event.
- (c) *Parking on parade, race, walk or march route.* The Chief of Police may prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade, race, walk or march. The Chief of Police shall post signs to such effect, and no person shall park or leave unattended any vehicle in violation thereof.

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

10/16/18

Simple Event (under 150 people) 2 or fewer departments	Application Fee	non resident up-charge	Late Application Fee	First time event up-charge	Event location change	Event Cancellation Fee
n-hood association park event	0	n/a	25	0	n/a	0
n-hood association block party	0	n/a	25	0	n/a	0
sm non-profit park event	25	n/a	25	50	0	10
sm non-profit block party	25	n/a	25	50	0	10
Athletic Event						
small -- under 1000	75	300	15	50	35	25
medium--1001 to 5000	200	400	75	150	100	65
large--over 5,001	300	500	100	250	150	100
						0
Other Event						0
small--under 1000	50	150	50	50	25	15
small-budget film/photgraphy	25	15	10	0	15	15
medium--1001 to 5000	175	200	75	150	85	60
large--over 5001	275	250	100	200	135	90
Special Hazard Event	550	250	100	200	135	90



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # M.4.

To refer back to staff to draft an amendment to General Ordinance 27-18 as follows:

A. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, to increase the amount from 25 grams to 28 grams. (3-1)

B. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, to add community service in lieu of or in conjunction with the fine penalty. (3-1)

C. Amending Section 27.902(2), Green Bay Municipal Code, relating to penalties for marijuana possession, previously discussed at the Sept. 24 Protection & Policy meeting, including looking into and bringing back suggestions for changing the fines for possession of THC in privately owned residences vs. public places, to distinguish between marijuana pipes and other types of pipes, and to obtain input from Municipal Court and the Police Department. (3-1)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. A18-0012 MEMORANDUM
2. THC citations-Mahoney 9-27-18
3. GO 27-18 - Amend Sect. 27.902(2) relating to penalties for Marijuana possession



Law Department

MEMORANDUM

TO: Protection and Policy Committee

FROM: Kristen K. Johnson, Assistant City Attorney

DATE: September 24, 2018

RE: Proposed Amendment to GBMC 27.902(2)

The City Attorney's Office was asked to give a general report to Council regarding what other communities are doing with respect to fines and other research supporting the proposed ordinance change to GBMC 27.902(2).

Background:

Alder Randy Scannell requested that the Law Department review the ordinance related to possession of marijuana, with the goal of making the penalty less severe. Currently, our ordinance provides that any person possessing 25 grams of marijuana or less is subject to a fine of not less than \$1.00 and not more than \$1000. 00. Our ordinance also prohibits anyone who has a previous conviction in Wisconsin for possession of marijuana from being issued a citation under the ordinance. Rather, someone with a prior conviction for possession must be referred to the District Attorney's Office for criminal charges, no matter how much marijuana they possess. This leaves the Police Department with little discretion when it comes to enforcement and also creates a significant burden on the criminal justice system.

Proposed Amendment:

After discussion with the Police Department, the Municipal Court Judge, and the City Prosecutor, it was determined that the proposed amendment would lower the maximum potential fine for possession of marijuana from \$1000 to \$500. Additionally, the amendment would allow the Police Department to issue citations to individuals with prior possession convictions, rather than mandating that they refer criminal charges to the District Attorney. It is the goal of this amendment that more citations will be issued to municipal court, reducing the burden on the District Attorney's Office and Circuit Court.



Law Department

Research Surrounding Communities

In researching ordinances of surrounding communities, we found that the penalties for a civil citation for possession of marijuana vary greatly amongst Wisconsin municipalities. Several municipalities adopt Wisconsin Statute 66.0107, which authorizes municipalities to enact an ordinance prohibiting possession of marijuana. Under that statute, if a criminal complaint is issued by the District Attorney's Office alleging possession of more than 25 grams of marijuana, or possession of marijuana following a prior conviction for possession of marijuana, the person may not be issued a municipal citation unless the criminal charges are dismissed or the District Attorney's Office declines to prosecute. Many municipalities use these same or similar guidelines within their municipal code, only regulating possession under 25 grams and first time offenders. However, many municipalities have enacted less restrictive local ordinances decriminalizing possession of marijuana, even if the accused possesses more than 25 grams or has a prior conviction for possession. Some municipalities have potential fines upwards of \$1000, while other municipalities do not impose any kind of penalty for possession of marijuana. A summary of several ordinances is included below.

Other Municipalities:

Oshkosh: In January 2018, the Oshkosh City Council voted to lower the minimum fine for marijuana possession from \$325 to \$200 for the first offense. This reduction was the result of a proposal to lower the fine to \$25, which was rejected by the Council.

Stevens Point: Currently the fine for marijuana possession is \$100. In February 2018 the City Council rejected a proposal to lower the fine to \$5.

Madison: A person may possess up to 28 grams of marijuana in a private place and is not subject to a fine. A person cannot possess marijuana in a public place unless it was obtained pursuant to a valid prescription (currently only CBD can be legally prescribed). If a person is caught possessing marijuana in a public place, they face a fine up to \$100.

Milwaukee: The fine for marijuana possession is \$0-50, or the person may be permitted to perform community service and attend substance abuse education in lieu of paying the fine. If a person is convicted of smoking marijuana in a public place, the fine is \$250-500.

Eau Claire: A person convicted of first offense possession of marijuana less than 25 grams shall be fined between \$100-500.



Law Department

Kenosha: The fine for first offense possession of up to 28 grams (1 ounce) is between \$10-750.

Sheboygan: The fine for first offense possession of up to 25 grams is between \$250-1000.

Monona: Individuals 21 or older are permitted to use marijuana at their personal residence or as a lawful guest at another residence. Individuals 21 or older are permitted to possess marijuana at any location.

Marijuana Citations	
2017	363
2018*	336

**ALL CITATIONS HAD A BOND
AMOUNT OF \$880.00**

2017

POSSESSION OF MARIJUANA	363
BANK / SAVINGS LOAN	1
BAR / NIGHT CLUB	8
CHURCH / SYNAG / TEMPLE	1
COMMUNITY CENTER	1
CONVENIENCE STORE	5
DEPT / DISCOUNT STORE	3
GOV'T / PUBLIC BLDG.	1
GROCERY / SUPERMARKET	2
HIGHWAY / ROAD / ALLEY	166
HOTEL/MOTEL/ETC.	10
OFFENDER'S RESIDENCE	24
OFFENDER'S VEHICLE	4
OTHER / UNKNOWN	6
OTHER RESIDENCE	11
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	17
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	52
RESTAURANT	3
SCHOOL / COLLEGE	31
SPECIALTY STORE (TV, FUR, ETC.)	5
VICTIM'S RESIDENCE	5
VICTIM'S VEHICLE	1

2018*

POSSESSION OF MARIJUANA	336
AIR / BUS / TRAIN TERMINAL	1
BAR / NIGHT CLUB	2
CHURCH / SYNAG / TEMPLE	3
CONVENIENCE STORE	4
DEPT / DISCOUNT STORE	1
DRUG STORE / DR. OFC / HOSP	3
FIELD / WOODS	1
GOV'T / PUBLIC BLDG.	2
HIGHWAY / ROAD / ALLEY	161
HOTEL/MOTEL/ETC.	11
LAKE / WATERWAY	2
OFFENDER'S RESIDENCE	1
OFFENDER'S VEHICLE	2
OTHER / UNKNOWN	8
OTHER RESIDENCE	9
OTHER TEMP LODGING	1
OTHER VEHICLE	1
PARK/PLAYGROUND	14
PARKING LOT / GARAGE	4
RESIDENCE/ HOME	62
SCHOOL / COLLEGE	37
SHOPPING MALL	2
SPECIALTY STORE (TV, FUR, ETC.)	2

***2018 YTD 01-01-18 through 09-26-18**

GENERAL ORDINANCE NO. 27-18

AN ORDINANCE
AMENDING SECTION 27.902(2),
GREEN BAY MUNICIPAL CODE,
RELATING TO PENALTIES FOR MARIJUANA POSSESSION

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

9/18/18 **SECTION 1.** Section 27.902(2), Green Bay Municipal Code, is hereby amended to read:

(2) Possession of Marijuana. Notwithstanding Sec. 27.901, Green Bay Municipal Code, any person who violates Sec. 27.101, Green Bay Municipal Code, adopting Sec. 961.41(3g)(e), Wis. Stats., by possessing an amount not greater than 25 grams ~~who has not been convicted for possession of tetrahydrocannabinols anywhere in this State~~ shall forfeit not less than \$1 nor more than ~~\$1000~~ \$500.00 ~~and the Court may suspend the person's operating privileges for not more than six months.~~

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

10/02/18



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

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # M.5.

To receive and place on file the Liquor Violation Report from the Police Department for October 8, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report October 8 2018
2. 18LiqVio

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

October 16, 2018

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Allard, Joan M	Stoll, Sean M
Becker, Kendra L	Talbot, Kimberly J
Byng, Andrea J	Vertz, Rebecca L
Carlson, Rhonda Mae	Watkins, Derek E
Chaffee, Amy J	Wentworth, Hilary L
Cutler, Dennis R	
De Greef, Jeffrey J	
Demeny, Rose M	
Depaz, Courtney L	
Derenne, Brenna L	
Fontaine, Christine M	
Free, Tonya L	
Gardner, Kathryn R	
Gronski, Nyrie M	
Haliburton, Eva M	
Hartman, Jessica Mae	
Hill-Devasure, Genevieve	
Johnston, Michael J	
Kaufmann, Jacob C	
LaPalme, Brittney N	
Maas, Ashley M	
Maule, Corinne L	
Mendoza, Tara L	
Moore, Alyssa K	
Mungo, Milton M	
Phillips, Veronica Mae	
Phillips-Castillo, Leticia I	
Powers, Miranda R	
Shaw, Austin J	
Smedema, Gregory R	
Stanisch, Abby N	



Report to the Green Bay Plan Commission

MEETING DATE

October 16, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # O.I.

To authorize a Conditional Use Permit (CUP) to permit the redevelopment of a motor freight operation in a Business Park (BP) District at 1634-1710 Cofrin Drive, subject to the following conditions:

- Compliance with all regulations of the Green Bay Municipal Code.
- Consolidate two separate parcel into a single lot.
- Vegetation within the southern buffer area be primarily evergreen.

BACKGROUND

Primary Address: 1634-1710 Cofrin Drive

Aldersperson/District: Ald. Kathy Lefebvre / District 6

Reason for Request: To permit the expansion and redevelopment of the current motor freight operation on the subject property.

Subject Parcel Zoning and Land Use: The property is zoned Business Park (BP) District. The west half of the subject area is currently developed and contains a Conditional Use Permit for motor freight terminal use.

Surrounding Zoning and Land Uses:

North (across Cofrin): Business Park (BP) - Manufacturing / Industrial

South: Low-Density Residential (R-1) - Single Family Homes & a Multiple Family Apt.

East: Business Park (BP) - Service and Transportation Services

West: Business Park (BP) - Transportation Services

Comprehensive Plan: The 2022 Smart Growth Plan designates both sides of Cofrin Drive for light industrial land uses and designates the properties adjacent the subject property to the south (fronting Eastman Ave) as residential. While Ch. 66.1001 Wis. Stats. does not specifically require Conditional Uses to meet consistency requirements, the proposed Conditional Use Permit for motor freight use is consistent with the land-use recommendation of the Comprehensive Plan.

Analysis: The request for the Conditional Use Permit (CUP) is to allow the expansion and redevelopment of the current motor freight operation at 1634 Cofrin Drive to also include the adjacent parcel to the east at 1710 Cofrin Drive, both of which are in common ownership. Contract Transport Services (CTS), the current motor freight business (corporate office, dispatch, trailer storage, and truck/trailer maintenance) is currently completely located on the western 4.5 acre parcel at 1634 Cofrin Drive. CTS is in the position to expand and completely redevelop their business on both their existing site and the additional 4.5 acres property adjacent to the east. Preliminary redevelopment plans are attached in the agenda packet and include the construction of a new approximately 30,000 sq. ft. three-story office / one-story service building,

a compressed natural gas equipment area, employee/visitor parking, truck/trailer storage, a scale, stormwater maintenance facility and a compressed natural gas fueling station. A majority of the functions on the property will be screened with an eight ft. high privacy fence, with the exclusion of the office building component and small parking lot. A new CUP is needed as the operation is significantly changing as well as expanding onto new property. Additionally, full site plan review compliant with all regulations of the Municipal Code is required.

Motor freight operation use has been in operation at this location for approximately 20 years and the area is part of an established industrial area with businesses on the north, west and east of similar use and intensity. Infrastructure is sized and developed to facilitate this type of use and no public improvements will be necessary to accommodate it. The only potential concern with the expansion/redevelopment would be possible noise impact on the rear yards of the lower-density residential uses to the south located on Eastman Avenue. Potential noise is addressed primarily through the installation of the solid fencing and 25 ft. transitional yard setback, which must include 90 percent opaque screen element and one tree and five shrubs for every 50 linear ft. To place greater emphasis on noise reduction, staff recommends that vegetation within the southern buffer area be primarily evergreen species that retains foliage throughout the year.

Staff supports the CUP request as it will allow a longstanding community business to grow and remain competitive. It will be an aesthetic and functional improvement to the site and area, will increase tax base and continue development of this industrial business area.

Ald. K. Lefebvre, Kennedy Park Neighborhood Association and surrounding property owners (within 400 ft.) have been notified of the request. As of the drafting of this report, staff has not received any objections.

RECOMMENDATION

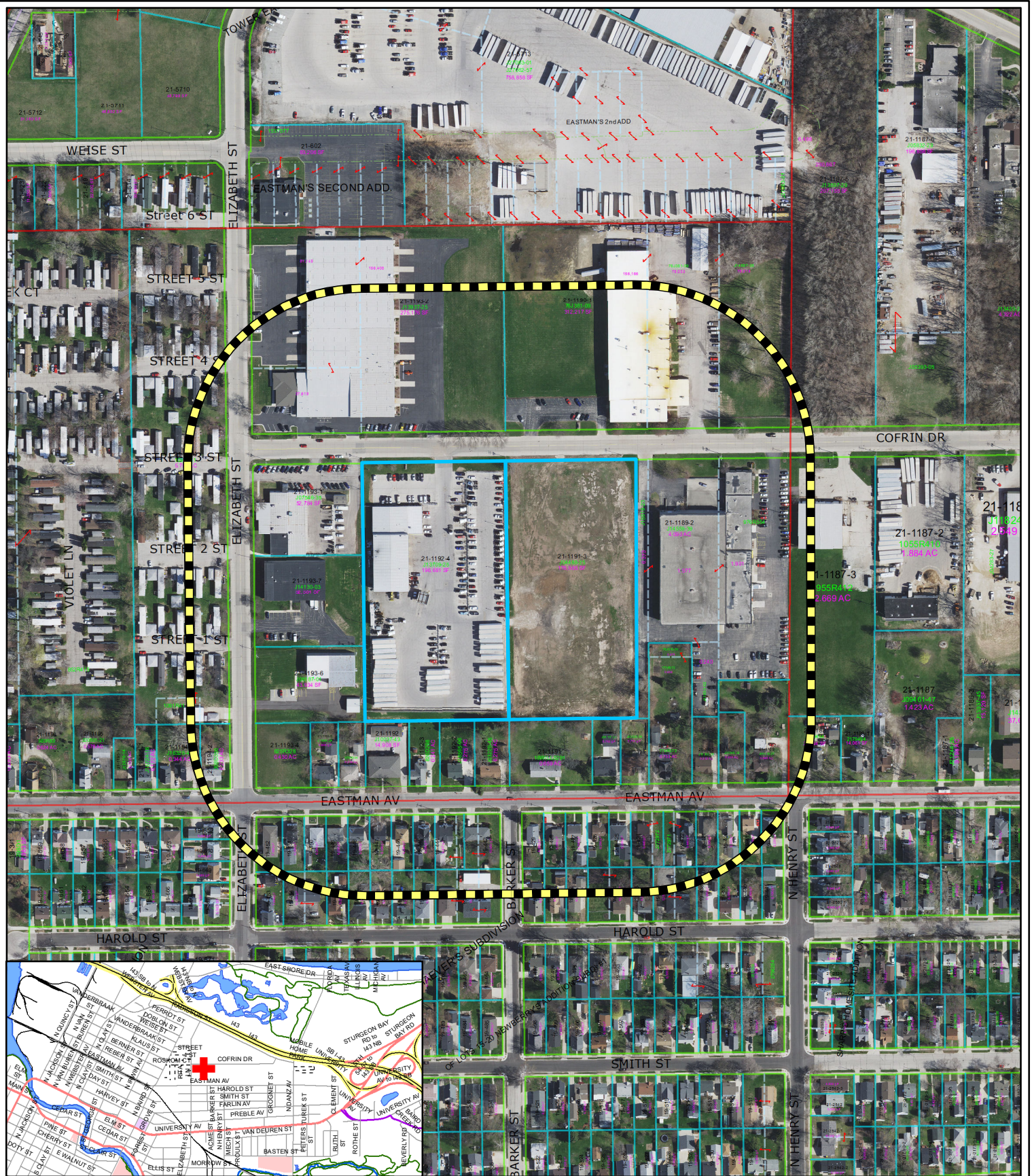
Approval of the request to authorize a CUP to permit the development of a motor freight operation in a Business Park (BP) District at 1634-1710 Cofrin Drive, subject to the following conditions:

- a. Compliance with all regulations of the Green Bay Municipal Code.
- b. Consolidate two separate parcel into a single lot.
- c. Vegetation within the southern buffer area be primarily evergreen.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-32 1634-1710 Cofrin_CUP Location Map
2. ZP 18-32 Site Plan pgs 1&5



- Subject Property
- 400' Notice Area

Zoning Petition (ZP 18-32)
Request to Authorize a Conditional
Use Permit (CUP) for Motor Freight Operation
In Business Park (BP) District at 1634-1710
Cofrin Drive.

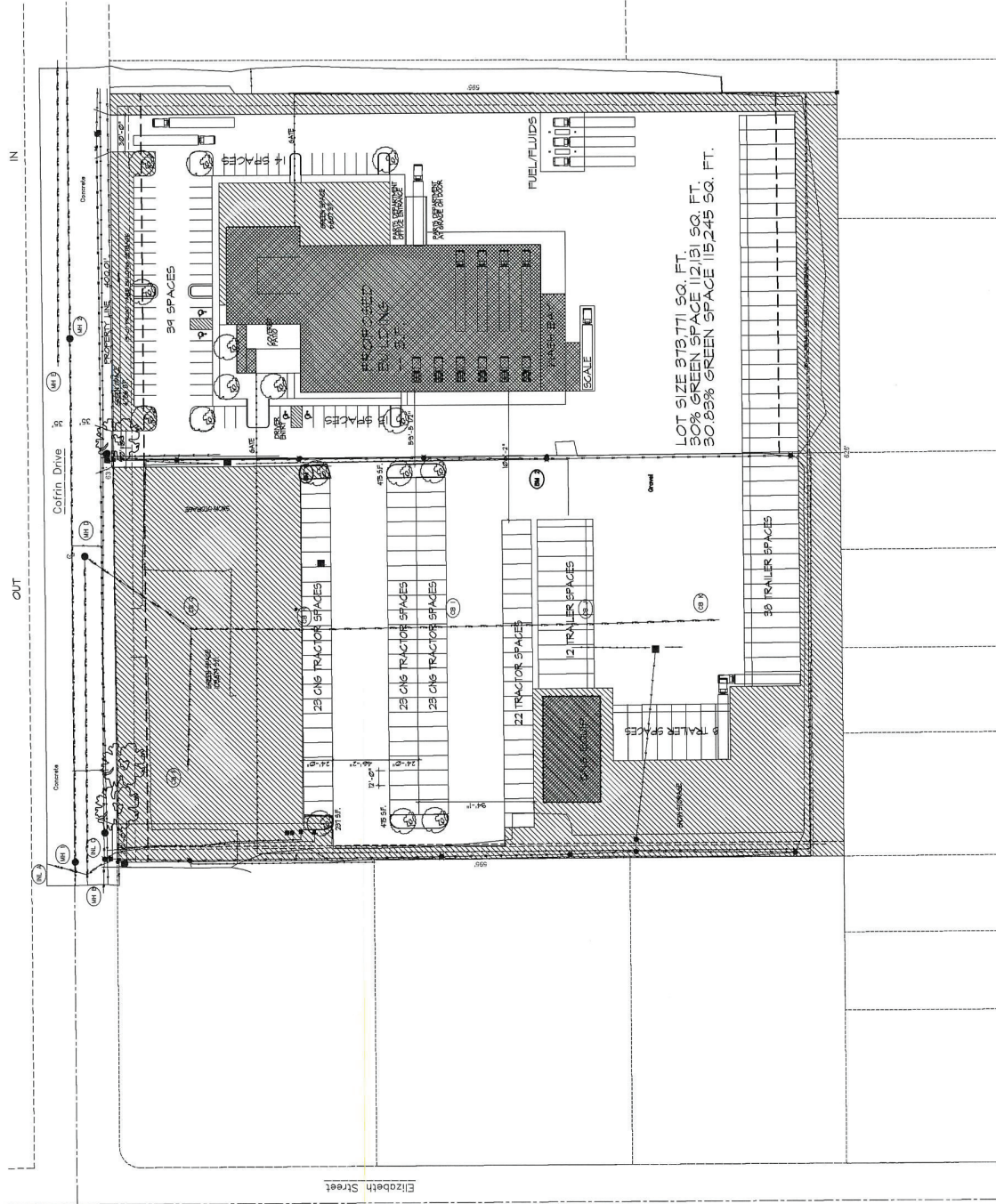
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0 150 300
Feet



PRELIM DESIGN FOR CITY MEETING 9/12/18
REVISED SITE PLAN 9/4/18
NEW BUILDING OPTION 8/30/18
PRELIMINARY DESIGN 8/20/18
REVISED SITE PLAN 8/9/18



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WWW.CASMET.COM
OUR REPUTATION IS BUILDING
CONSTRUCTION SERVICES
CORPORATE OFFICE
2000 ROBERT PLACE
GREEN BAY, WI 54302
TEL: (920) 862-9800
FAX: (920) 862-9801
E-MAIL: SALES@CASMET.COM

SHEET: A3.1	
DATE: 8/27/18	PROJECT: 1634 COTTAGE DR., GREEN BAY, WI 54302
ARCHIT: 1634	DESIGN: 1634
DATE: 8/27/18	PROJECT: 1634 COTTAGE DR., GREEN BAY, WI 54302

PROPOSED FACILITY PLAN FOR:
 Contract Transport Services
 1634 Cottage Dr.,
 Green Bay, WI 54302

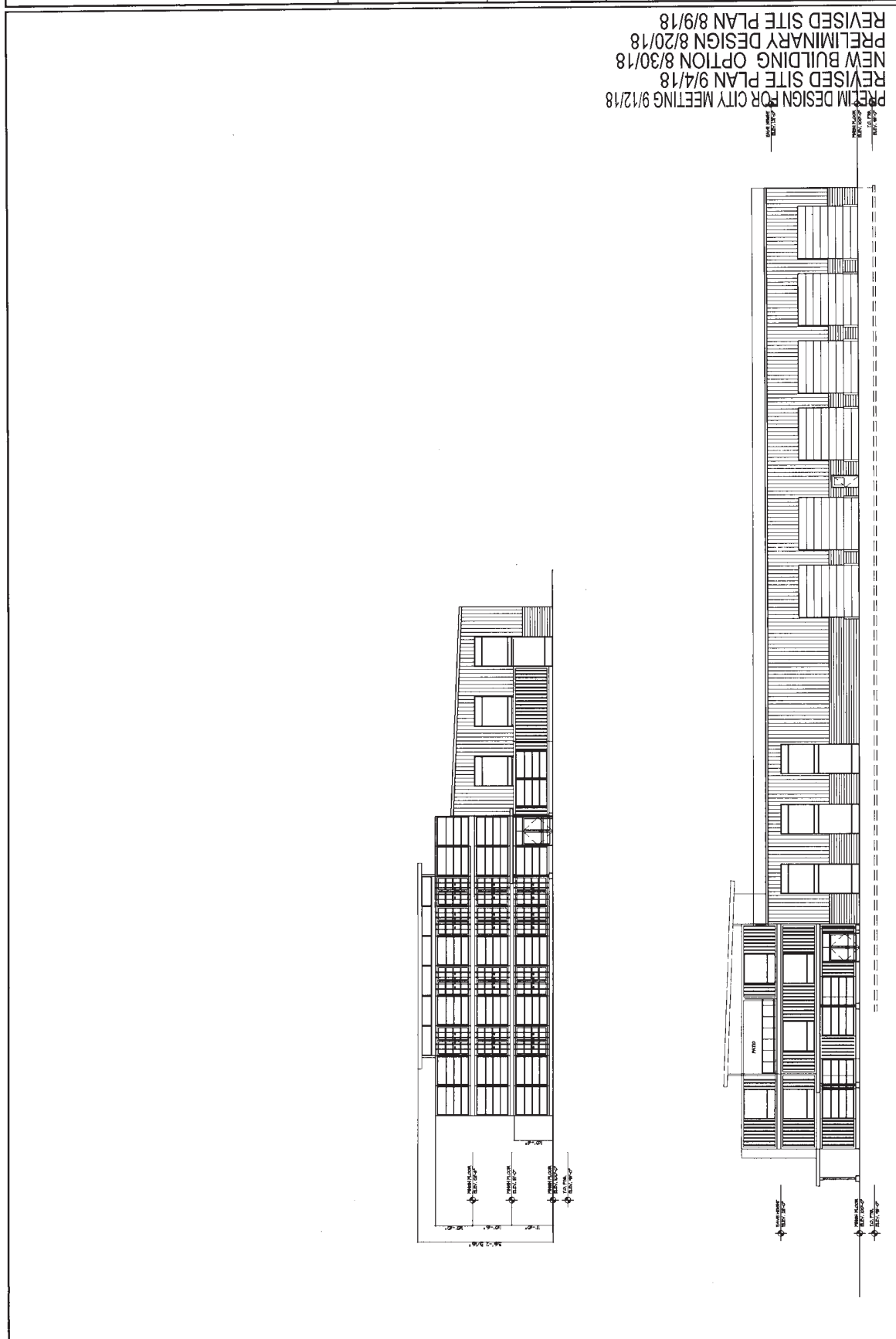
OWNER: ASSOCIATES, LLC
 1634 COTTAGE DR., GREEN BAY, WI 54302
 920.833.1111

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

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C.S. SMET
 CONSTRUCTION SERVICES
 OUR REPUTATION IS BUILDING
 WWW.CS-SMET.COM
 1634 COTTAGE DR., GREEN BAY, WI 54302
 (920) 833-1111
 (920) 833-1111
 (920) 833-1111

PRELIM DESIGN FOR CITY MEETING 9/12/18
 REVISED SITE PLAN 9/4/18
 NEW BUILDING OPTION 8/30/18
 PRELIMINARY DESIGN 8/20/18
 REVISED SITE PLAN 8/9/18





Report to the Green Bay Plan Commission

MEETING DATE

October 16, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # O.2.

To authorize a Conditional Use Permit (CUP) for the height of a detached accessory garage in a Low Density Residential (RI) District at 2574 West Point Road, subject to the following conditions:

- Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
- Continuance of similar style of architecture, exterior construction material, and color of the structure.

BACKGROUND

Primary Address: 2574 West Point Road

Aldersperson/District: Ald. Jesse Brunette / 12

Reason for Request: Obtain a permit to construct a garage that exceeds the height for an accessory structure.

Subject Parcel Zoning and Land Use: RI – Low Density Residential zoning, Single-family dwelling.

Surrounding Zoning and Land Uses:

North: PI-Public Institutional Southwest High School

South: RI-Low Density Residential Single-family residences

East: RI-Low Density Residential Single-family residences

West: RI-Low Density Residential Single-family residences

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Housing.

Analysis: The petitioners intend to construct a detached garage and accessory structure at 2574 West Point Road. The proposed detached garage will be placed approximately 80 ft. from the West Point Road right-of-way and setback 4.5 ft. from the interior lot line. The proposed garage is 25 ft. by 40 ft. or 1000 sq. ft. The subject site is approximately 18,874 sq. ft. or 0.43 acres.

Upon review of a preliminary site plan for the property, it was noted that the proposed garage exceeded the maximum height and the maximum side wall height of the accessory structure requirements found in the Zoning Code. Chapter 13-615, Table 6-4 requires that heights and area of detached accessory structures may be increased with a conditional use permit. The following is the specific increases the petitioner is requesting:

Maximum Height:

The petitioner is seeking an increase from the designated maximum accessory structure height of sixteen (16) ft. to a proposed accessory structure height of 17.5 ft. In addition, the petitioner is also seeking an

increase from the maximum side wall height of ten (10) ft. to a proposed accessory structure side wall height of approximately 14 ft.

The proposed structure has a gable roof line and the exterior of the building will have a vinyl lap siding. Images of the proposed garage and the site layout are attached within this agenda packet. The existing residence is a two-story dwelling with a single-story attached garage located approximately 30 ft. from the West Point right-of-way.

The subject parcel is large enough that Planning staff believes the increased heights will not detract from the adjacent property owners or disrupt the perceived spatial density and character of the existing neighborhood as the placement of the structure is located a large distance from West Point Road.

Ald. J. Brunette, adjacent property owners and the MacArthur Heights Neighborhood Association were notified of the request. Staff received comments but no objections to the request as of the drafting of this report.

RECOMMENDATION

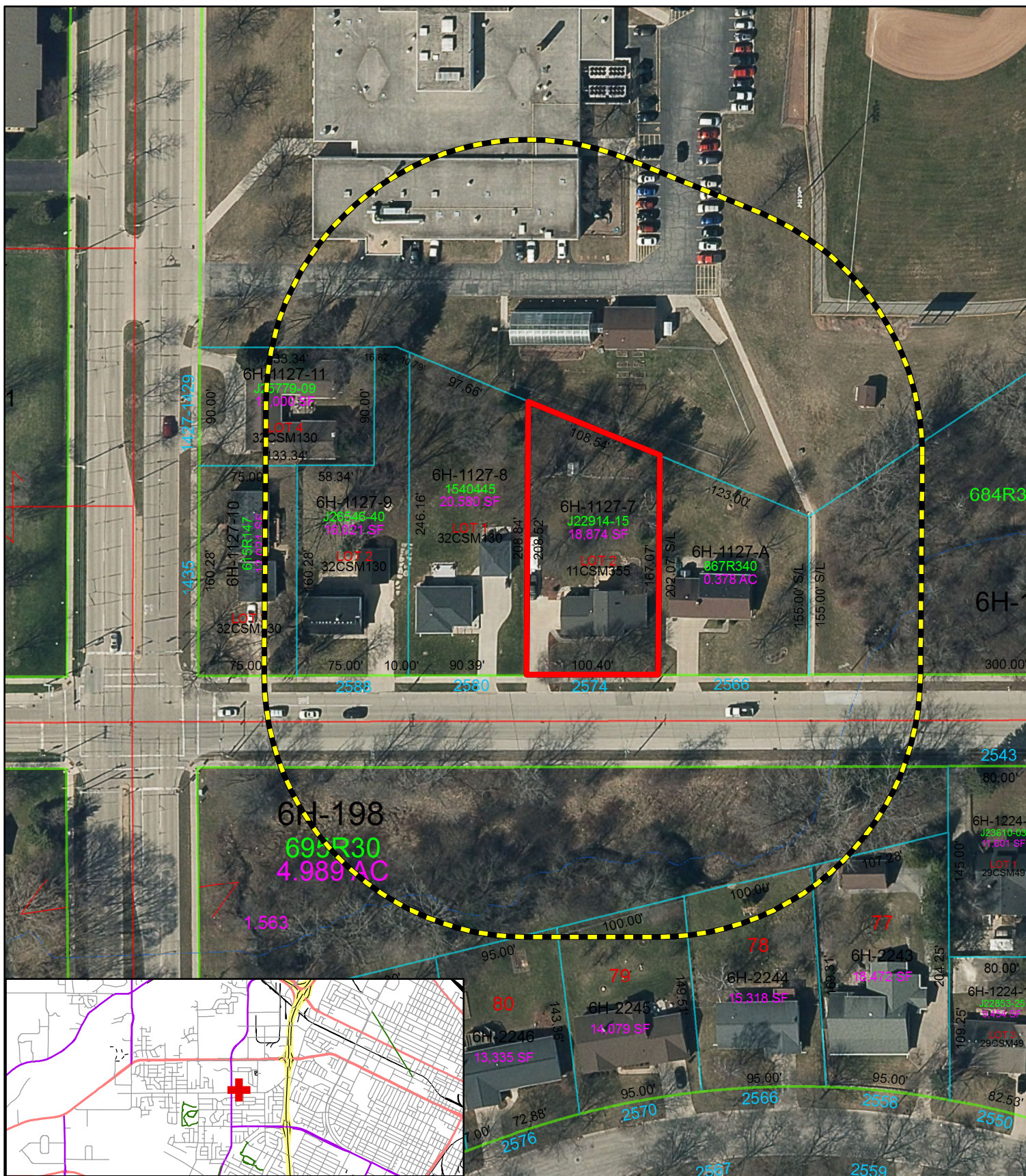
Approval of the request, subject to:

- a. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
- b. Continuance of similar style of architecture, exterior construction material, and color of the structure.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-33 loc map
2. Site Plan Elevations



- Subject Area
- 200' Property Owner Notice

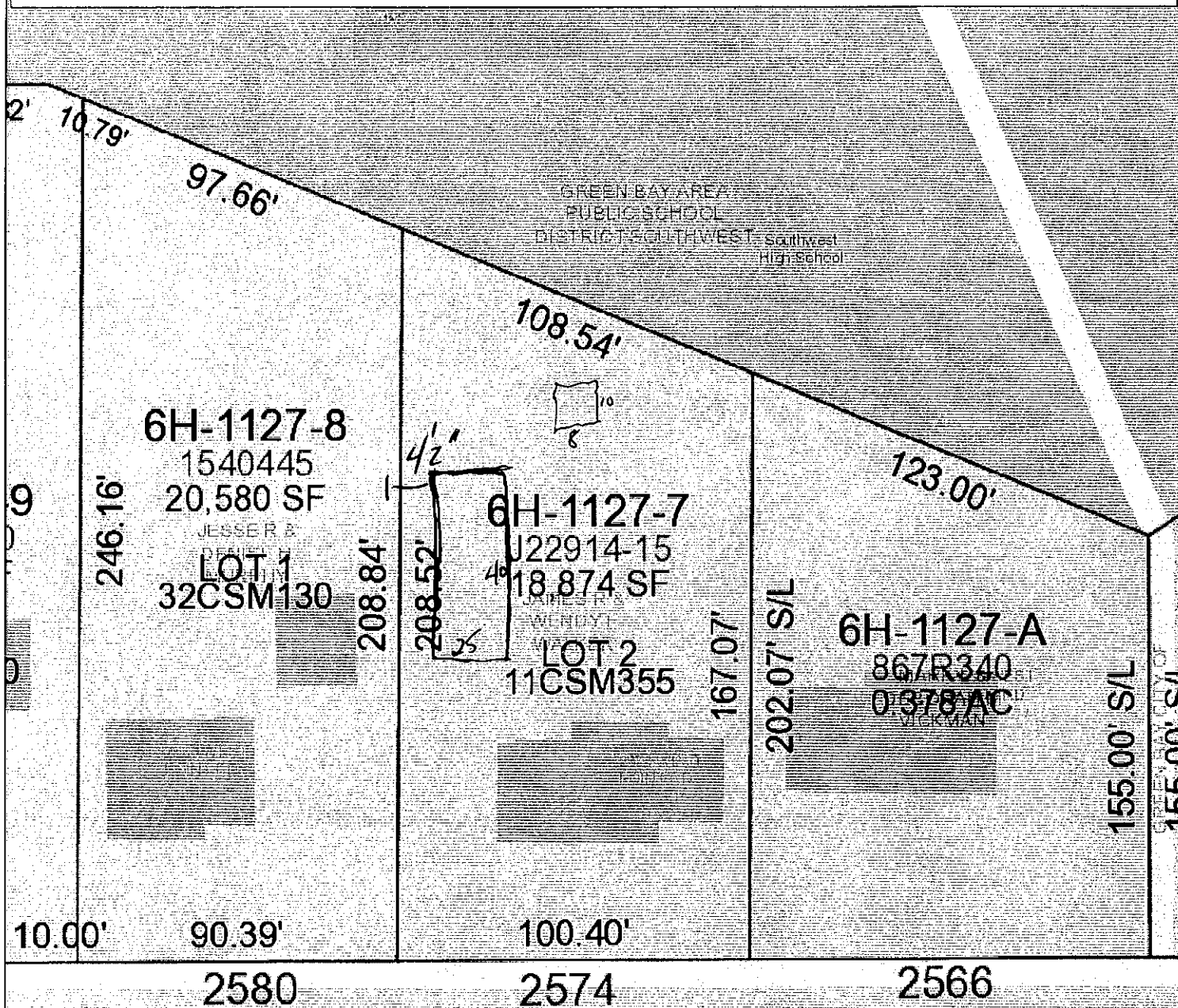


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Feet

Zoning Petition (ZP18-33) Conditional Use Permit (CUP) 2574 West Point Road

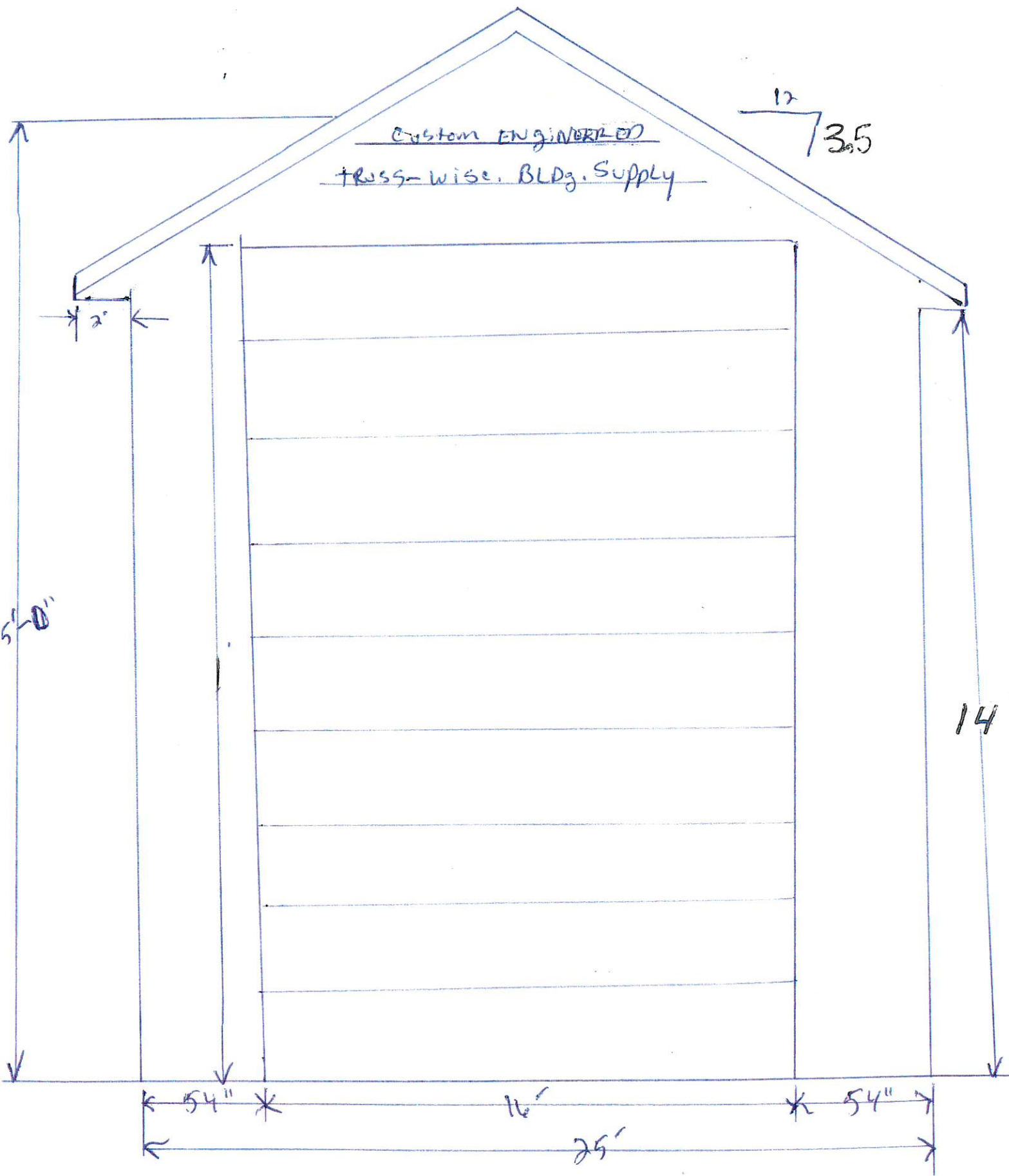
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Map prepared by PN

<Title>



A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department
Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.
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07/16/2018
Scale 1:480



Custom ENGINEERED
TRUSS-WISE. BLDg. Supply

12 / 35

5'0"

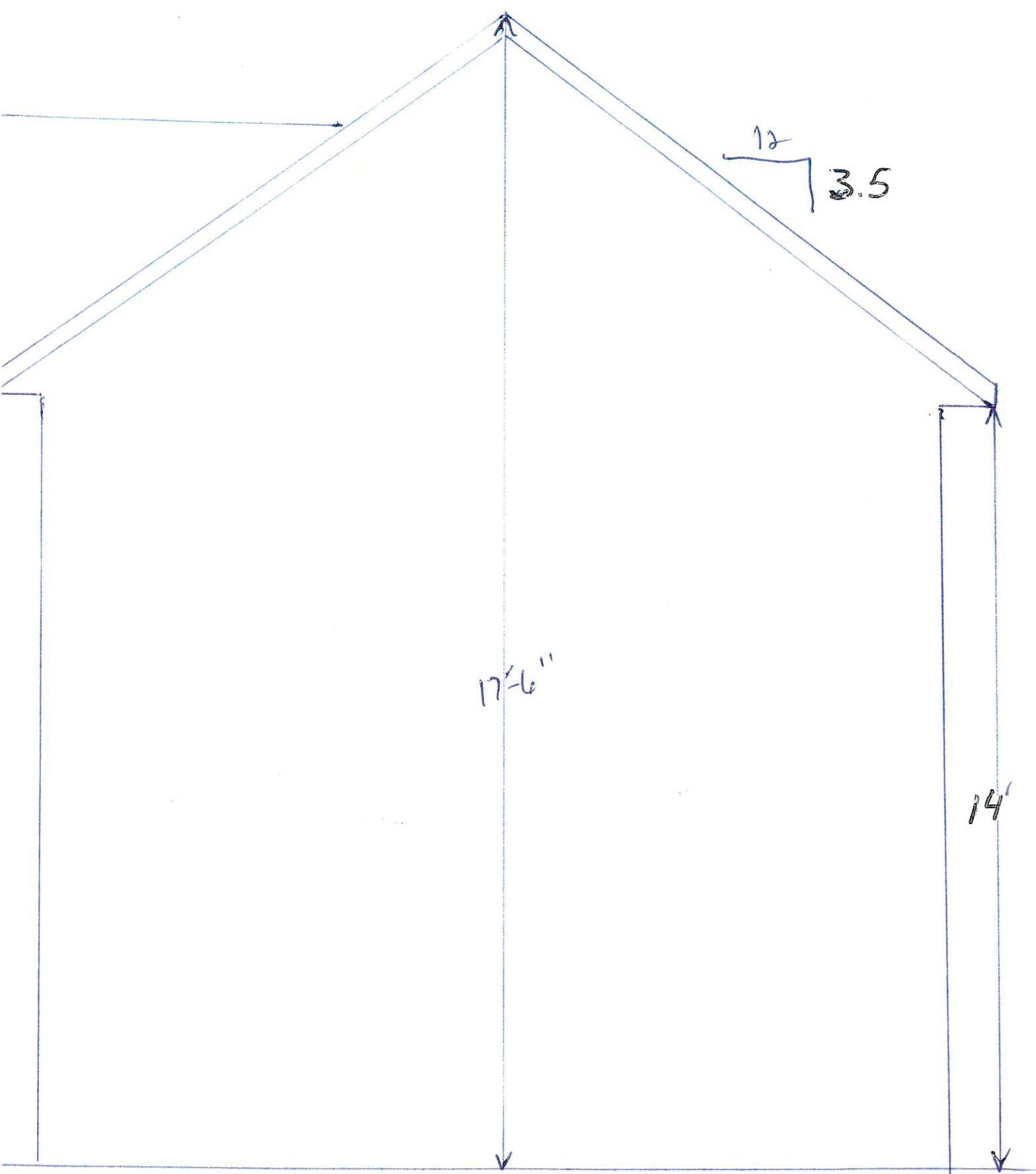
14'

54"

16'

54"

25'



17'-6"

12
3.5

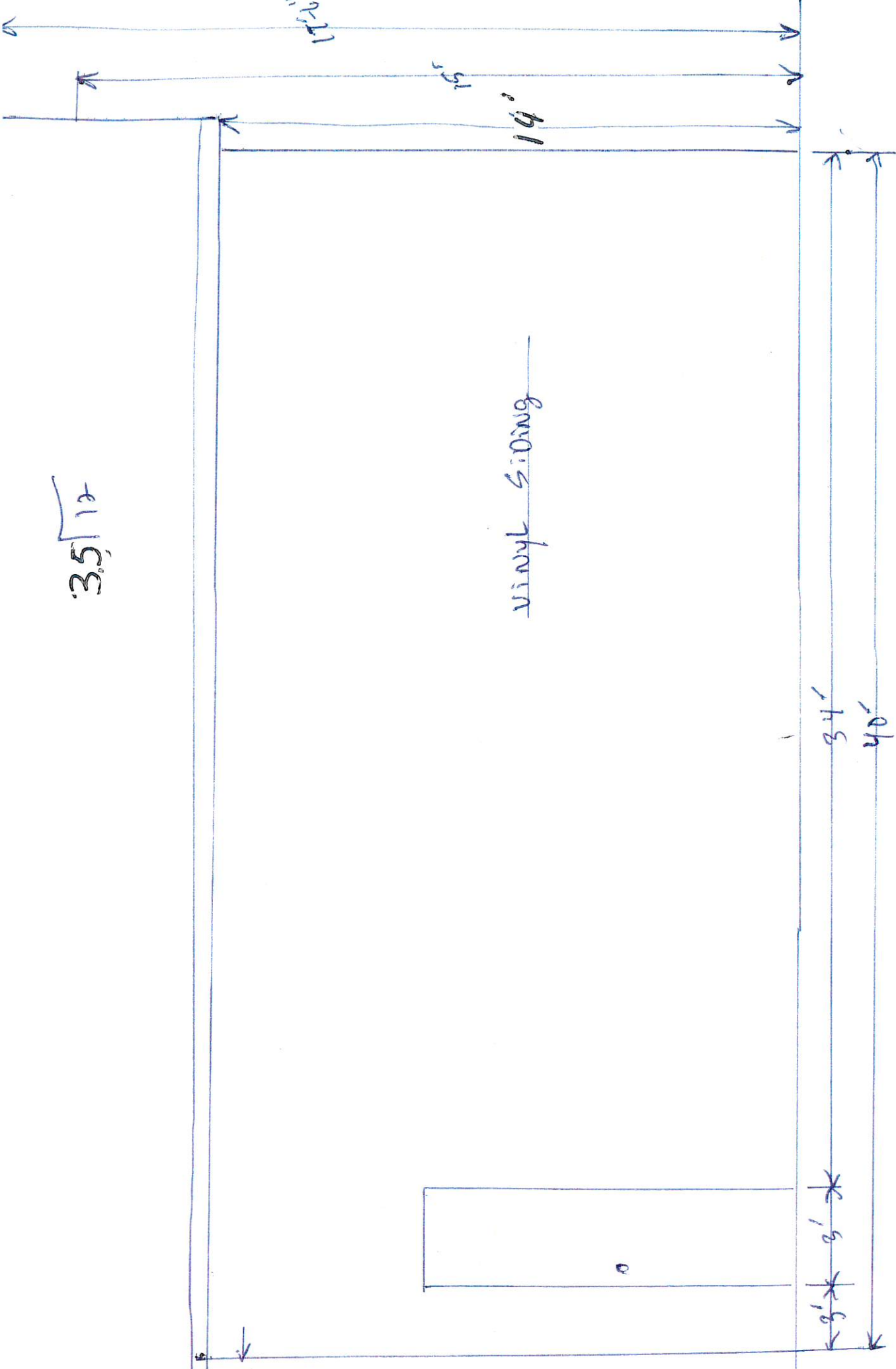
14'

25'

"NORTH ELEVATION"

2574 WEST POINT RD.

35' 12"



vinyl siding

"EAST ELEVATION"

"2574 WESTPOINT RD."

35' 12"

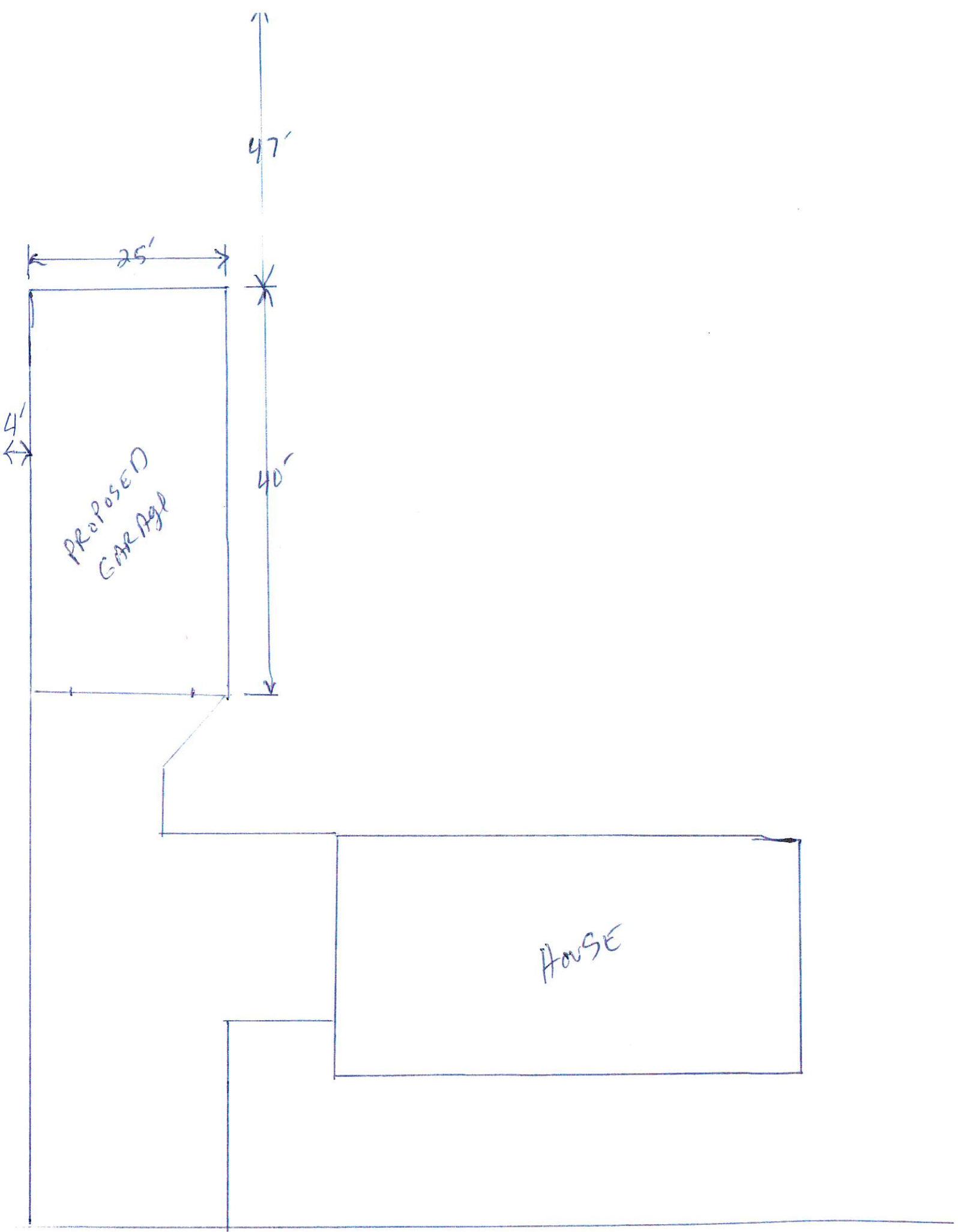
Vinyl Siding

14'

15'

40'

"WEST ELEVATION" 25 74 WEST POINT RD.





Report to the Green Bay Plan Commission

MEETING DATE

October 16, 2018

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # O.3.

To authorize a Conditional Use Permit (CUP) to extend the emergency shelter use at 411 St. John Street, submitted by Alexia Wood, St. John the Evangelist Homeless Shelter subject to the following conditions:

- a. A maximum 84-bed temporary emergency homeless shelter located in the former St. John's School, 411 St. John Street (Tax Parcel No. 13-106) to November 1, 2021. The facility is to be operated for a typical season from November 1 to April 30 with a scaled back summer program from April 30 to November 1. Any modification of the use will require Plan Commission and Common Council approval.
- b. If the temporary emergency facility use at 411 St. John Street is discontinued, the operation is dissolved, or if the Green Bay Catholic Diocese of Green Bay no longer manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the temporary emergency homeless shelter including but not limited to: Police calls and other documented safety concerns. Inadequate facilities.
- d. The St. John the Evangelist Homeless Shelter staff shall provide reports to the Protection & Welfare Committee detailing those served by the facility as requested by the Committee.
- e. The St. John the Evangelist Homeless Shelter staff shall meet as necessary with the Navarino Neighborhood Association, the Astor Neighborhood Association and the Downtown Neighborhood Association to address any concerns of neighbors.
- f. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- g. A mandatory background check for all shelter residents is required. A list of residents and their home community and/or County shall be provided upon request of the City of Green Bay.
- h. St. John the Evangelist Homeless Shelter staff shall maintain a history of residents for the previous three years who have stayed at the shelter.
- i. An operational plan shall be approved by the Community Police and Case Management of the Brown County Human Services Department and implemented by the St. John Homeless Shelter staff for the opening of the temporary emergency homeless shelter facility located at 411 St. John Street.
- j. Conformance with the submitted operating plan for the St. John the Evangelist Homeless Shelter.

BACKGROUND

Primary Address: 411 St. John Street

Aldersperson/District: Ald. Randy Scannell / 7

Reason for Request: To reauthorize a temporary emergency shelter facility.

Subject Parcel Zoning and Land Use: OR – Office/Residential, church

Surrounding Zoning and Land Uses: The subject property has been occupied as the St. John's Homeless Shelter dating back to the mid-2000s. St. John's Church is east of the site and St. John's Park is south of the site. Other commercial uses are located north of the site.

North: OR- Office Residential Office uses
South: PI - Public/Institutional St. John Park
East: OR- Office Residential Office uses
West: OR- Office Residential Office uses/Higher Density Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Downtown land uses.

Consistency Analysis: The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Analysis: The existing site has been the past location of the Churches Offering Temporary Shelter (COTS) program and more recently under the direction of the St. John the Evangelist Homeless Shelter. Previously the CUP was renewed in 2012 under Zoning Petition 12-36. As part of the past CUP approval, the shelter has completed building remodeling to the existing facility including additional bathroom facilities to meet the capacity of the building to house its guests. As part of the remodeling, an amended CUP was received in 2013 (ZP 13-03) to increase the capacity of the shelter from 64 to 84 guests. This is considered the maximum capacity based on the structure and the limits of the shelter staff's to serve the current homeless population. A 3-year extension was granted in 2015 under ZP 15-15.

The current site was most recently granted a temporary limited emergency shelter during this past summer to house residents under their previous CUP approval (ZP 18-19). The temporary shelter would only operate within the gym portion of the building and its operation would be very similar to the original COTS program. The full building would not be utilized and the second floor of the structure would not be used to house guests. The request was approved by the Common Council on Tuesday, July 17, 2018, with the following conditions:

- a. A maximum 30 bed/cots temporary emergency homeless shelter located in the former St. John's School gym only located at 411 St. John Street (Tax Parcel No. 13-106) through October 2018. Hours of operation are limited to 9 p.m. to 6:30 a.m. and no residences occupancy shall be permitted on the second floor of the structure. If the temporary emergency facility use at 411 St. John Street is discontinued, the operation is dissolved, or if the Green Bay Catholic Diocese of Green Bay no longer manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- b. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the temporary emergency homeless shelter including but not limited to: Police calls and other documented safety concerns. Inadequate facilities.
- c. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- d. A mandatory background check for all shelter residents is required.
- e. St. John the Evangelist Homeless Shelter staff shall maintain a history of residence during the extent of this CUP.
- f. A site plan is submitted and approved in compliance with Chapter 13-1700 Green Bay Zoning Code.
- g. Approved building plans shall be made available to staff and available on site.

The current proposal would have the shelter run its typical shelter from November 1 to April 30 with a scaled back summer program, like the one previously approved above from April 30 to November 1 under ZP 18-19, in essence a year round shelter facility. A copy of the updated operational plan has been submitted and is attached within this agenda packet.

Staff has developed a series of conditions to address this request. The shelter has consistently completed CUP extensions and it is the opinion of staff that shelter operation has become more organized and professional over the years. A link to the homeless shelter web is located at:
<https://www.stjohnhomelesshelter.org>.

The shelter has a proven track record of improved service and programming and coordination with the Green Bay Police Department; however, Calls For Service (CFS) remain high compared to other shelter uses within the city, see attached list within this agenda packet. Staff would encourage the shelter to continue to make efforts to reduce homelessness and reduce the number of CFS calls.

As the shelter appears to begin to grow with the addition of a summer shelter program, staff suggests St. John's Shelter partner with other shelters, programs and community members to help reduce homelessness in the City of Green Bay. Staff and the Mayor's office will be providing information to the shelter's director regarding Federal resources to prevent and end homelessness:
https://www.usich.gov/resources/uploads/asset_library/Home-Together-Federal-Strategic-Plan-to-Prevent-and-End-Homelessness.pdf and <https://www.policeforum.org/assets/PoliceResponseToHomelessness.pdf>.

The Planning staff recommends permitting the continuation of the use for an additional three year period with conditions.

Ald. R. Scannell, Navarino and the Astor Neighborhood Associations, Howe Elementary and affected and adjacent property owners within 200 ft. of the subject area have been noticed of the request. Staff has not received any comments or inquiries as of the drafting of this report.

RECOMMENDATION

Approval of the request, subject to:

- a. A maximum 84-bed temporary emergency homeless shelter located in the former St. John's School, 411 St. John Street (Tax Parcel No. 13-106) to November 1, 2021. The facility is to be operated for a typical season from November 1 to April 30 with a scaled back summer program from April 30 to November 1. Any modification of the use will require Plan Commission and Common Council approval.
- b. If the temporary emergency facility use at 411 St. John Street is discontinued, the operation is dissolved, or if the Green Bay Catholic Diocese of Green Bay no longer manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the temporary emergency homeless shelter including but not limited to: Police calls and other documented safety concerns. Inadequate facilities.
- d. The St. John the Evangelist Homeless Shelter staff shall provide reports to the Protection & Welfare Committee detailing those served by the facility as requested by the Committee.
- e. The St. John the Evangelist Homeless Shelter staff shall meet as necessary with the Navarino

Neighborhood Association and the Astor Neighborhood Association to address any concerns of neighbors.

f. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.

g. A mandatory background check for all shelter residents is required. A list of residents and their home community and/or County shall be provided upon request of the City of Green Bay.

h. St. John the Evangelist Homeless Shelter staff shall maintain a history of residents for the previous three years who have stayed at the shelter.

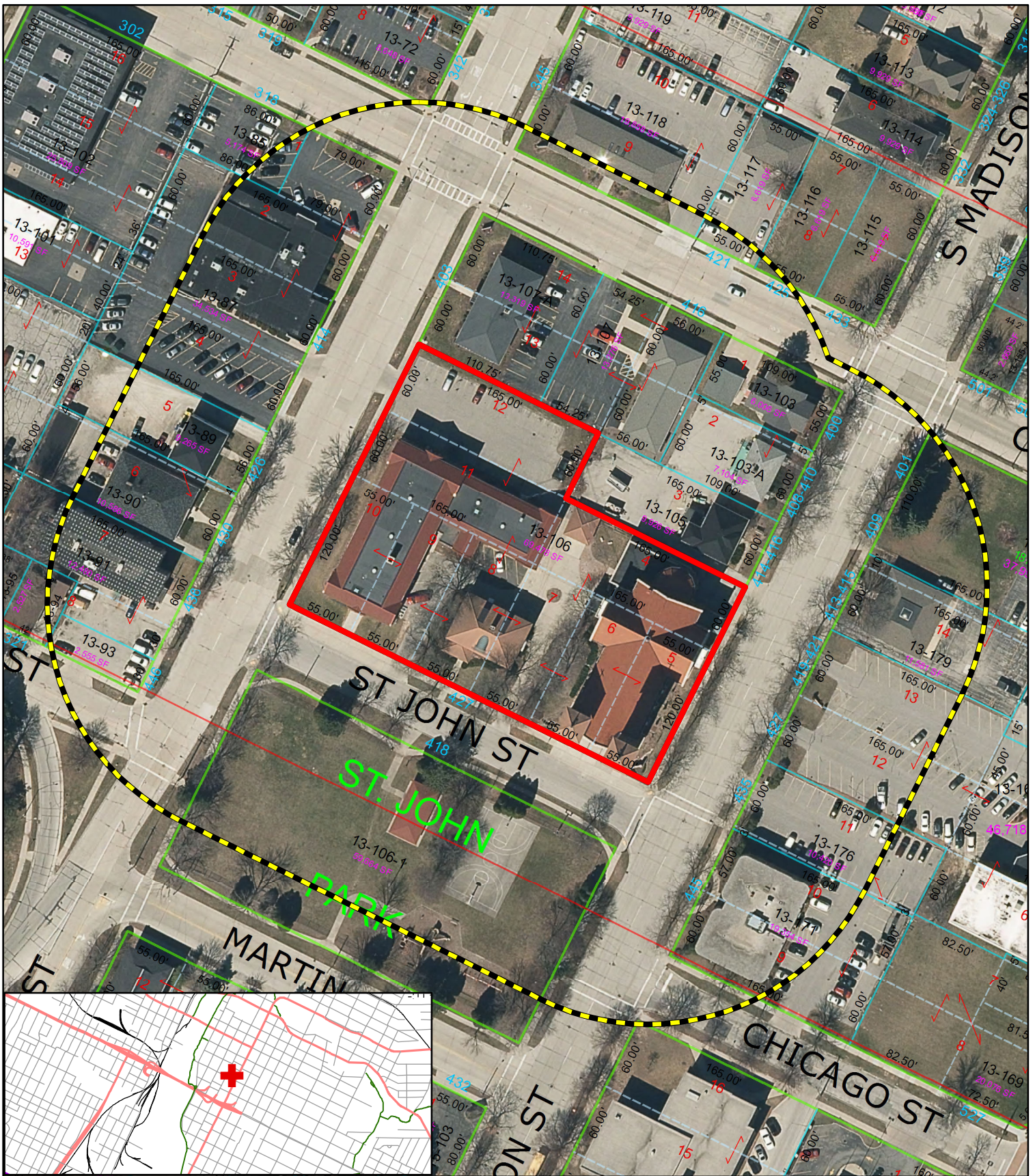
i. An operational plan shall be approved by the Community Police and Case Management of the Brown County Human Services Department and implemented by the St. John Homeless Shelter staff for the opening of the temporary emergency homeless shelter facility located at 411 St. John Street.

j. Conformance with the submitted operating plan for the St. John the Evangelist Homeless Shelter.

FISCAL IMPACT

ATTACHMENTS

1. ZPI8-34 loc map
2. SJEHS Operational Plan 2018
3. CFS 2015-2018



Subject Area



200' Property Owner Notice



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

0 5,000 10,000 Feet

Zoning Petition (ZP 18-34)
Proposed Conditional Use Permit (CUP) -
411 St. John Street

St John the Evangelist Homeless Shelter

Operational Plan (Revised)

Mission:

St. John the Evangelist Homeless Shelter, in living the Gospel mandate to care for the poor and vulnerable, believes that all human beings have the right to the basic needs of food, clothing, shelter and medical care. Our mission is to:

- Provide a nightly temporary shelter program to meet the needs of the most vulnerable homeless population.
- Ensure safety and harm reduction.
- Provide services and assistance in a way that respects everyone as a Child of God, attempts to connect with them where they are at on their journey in life, and is offered in the context of furtherance of human dignity.
- Facilitate participation in services which will bring greater fulfillment to the lives of our guests, including main-stream shelter and housing programs, mental health and substance abuse services, health care and other appropriate social services.
- Advocate in partnership for the needs of our homeless guests.

Target Population:

- Individuals who do not qualify for main-stream shelter services because of criminal histories or other issues.
- Individuals with active alcohol/drug abuse issues.
- Individuals with chronic mental health issues.
- Individuals with co-occurring disorders.
- Individuals with a history of frequently cycling between the street and shelter.

Eligibility:

- Single adults 18 years and older. Families will be referred to the Crisis Center.
- The individual has no other housing option available to them at that time.
- The individual conducts himself/herself in a peaceful and respectful manner.
- The individual is not a registered sex offender.
- The individual provides complete intake information.
- The individual can provide complete self-care when presenting for shelter each night.
- The individual agrees to a background check, law enforcement and Department of Corrections notification of presence at the shelter, release of information for Brown County Health & Human Services, New Community Shelter and Outreach Health Care and signs the forms.
- The staff will consult with appropriate agencies such as law enforcement and Brown County Health & Human Services if there are any safety concerns.

Intake:

- The “St John the Evangelist Homeless Shelter Intake Packet” will be completed on admission. This includes, but is not limited to:
 - Brown County Homeless and Housing Coalition Common Intake Information Form
 - Release(s) of Information Form
 - Adult Hold Harmless/Indemnity Agreement
 - Grievance and/or Appeal Procedure.
 - TB Risk Assessment Form
 - Shelter Rules
 - Emergency Fire Procedure
- A background check is completed to identify any concerns and plan for safety.
- A copy of the individual’s ID is placed in the file. If the individual has no ID, a picture will be taken and placed in the file. Individuals without a government issued identification card will then be assisted in getting one.

Extreme Weather Plan:

- The shelter will remain open during times when the weather, with wind-chill, falls below -40 degrees. In the event of subzero weather that does not meet these criteria, The Micah Center will extend their hours to provide service as necessary.

Emergency Overflow Plan:

- In the event that the shelter population approaches 84 individuals, offsite overflow accommodations will be made with local churches and nonprofits to provide overflow sleeping space from 9pm-7am. A staff member from St. John’s will supervise this sleeping area and appropriate transportation will be provided if necessary.

Policies/Expectations:

1. Everyone entering the program must provide complete intake information and complete required documents.
2. No swearing or using obscene gestures.
3. Possession of alcohol and/or controlled substances without a prescription is prohibited.
4. Prescription medications must be checked in upon admittance and will be returned at checkout.
5. The use of non-prescription drugs or alcohol is prohibited on St. John’s property and will result in the denial of access to shelter on that evening.
6. Any contraband, including pocket knives, box cutters, scissors, etc., must be checked in upon admittance.
7. Law enforcement will be informed of who is residing in shelter.
8. Admittance will be denied to individuals that are registered sex offenders.
9. All guests are expected to respect the neighborhood and its residents. Any guest reported to be cutting through yards, urinating in public, hiding alcohol or other

- property in bushes, entering buildings uninvited, etc. may lose the privilege of staying at St. John's Homeless Shelter for the remainder of the season.
10. Supervised smoke breaks will occur no more than hourly, from 6:30 p.m. until 9:00 a.m.
 - a. Propping open doors or smoking inside the facility will not be tolerated.
 - b. Smoking area is to be kept clean of butts and debris.
 11. Anyone choosing to leave the facility after being checked in for the night will not be allowed back in until the following evening.
 12. Be respectful of staff, volunteers, and other guests.
 13. Intimate displays of affection between guests are not permitted.
 14. Everyone is responsible for helping to maintain a clean environment. Guests will be assigned chore responsibilities during their stay.
 15. No guests are allowed in the kitchen area.
 16. Staff and case managers are to be informed of any change in work schedule, participation in classes and/or meetings, appointments, etc. that may affect when the guest will arrive and/or need to leave shelter. Verification may be required.
 17. All guests are required to meet with case management staff. The goal of these meetings will be to address needs for healthcare, mental health and/or AODA services, as well as, to establish stable housing (mainstream shelter, supportive housing, rental housing, etc.) as soon as possible.
 18. Rule violations may result in denial of shelter at St. John's for limited periods or the remainder of the season. Exceptions may be made for return only if guest is willing to work on adjusted goals with Case Managers on a regular basis.

Services and Programming:

- The shelter is open 5pm – 9am, 7 days a week, beginning November 1st. As a seasonal shelter, it closes each season on April 30th. [A scaled back, safe sleeping program is offered April 30th-October 31st. This program provides only access to safe sleeping.]
- The shelter provides a safe place to sleep and a high level of supervision.
- The shelter provides light meals, beverages, and snacks.
- There is an intentional focus on engagement with individuals and the development of a trusting relationship.
- Staff is trained to deal with safety concerns, issues around drugs and/or alcohol, and they possess conflict/crisis resolution skills.
- The Green Bay Police Department is a welcome partner presence on site at the shelter, as they desire.
- Security/Support staff are on site during all hours of operation.
- Shower facilities, clothing, and personal hygiene products are available to all individuals.
- Programming currently includes:
 - Identifying and obtaining basic resources.
 - Case Management meetings and individualized planning.
 - On site mental health and substance abuse assessment and referral by Brown County Human Services one morning a week.

- On-site mental health counseling (MORE- Mental Health Outreach Resource Expansion through Foundations services).
 - On-site medical services one morning a week.
 - On-site tuberculosis surveillance.
 - On-site weekly Veterans services
- The shelter also operates a year-round, comprehensive daytime resource center, the Micah Center. This facility provides a compassionate drop-in component with rigorous programming to assist individuals in taking steps towards self-sufficiency. Programs include:
 - Computer Lab
 - Education Lab with on-site tutors
 - Daily workshops
 - AA and Recovery Meetings
 - Doctor's office with on-site medical services
 - On site mental health treatment and counseling
 - On site Veterans services

Case Management Model:

- Engage and develop trusting, working relationships
- In partnership with individuals, assess their strengths and needs and develop a plan to address them.
- Advocate for individuals and facilitate referrals to community agencies for interim shelter, housing, mental health and substance abuse services, health care, and basic needs.
- Follow up with agencies regarding services.

Internal Documentation/Record Keeping:

- All individuals checking in for the night will sign-in. The information on the nightly log includes:
 - Legal Name and Date of Birth
 - Arrival and departure times
 - Medication check in
- The information on the Nightly Log will be faxed to the Green Bay Police Department daily.
- All pertinent information will be routinely entered in to WI Service Point.
- Incident reports are to be completed on any atypical occurrence and are reviewed by the Program Director and Security Advisor.
- Police Contact forms must be completed on all police contacts. Forms will be reviewed by the Program Director.

Staffing:

- A minimum of three trained staff persons are regularly assigned.

- Volunteers will provide support for food services, clothing and personal care product acquisition, assistance with bedding and showers. In addition, volunteers are encouraged to interact with guests.
- Staff and volunteers must meet established criteria and guidelines.

Critical Partnerships:

Brown County Homeless & Housing Coalition

- St. John's will remain active as a member of the Coalition, serving on various projects and subcommittees to address the root issues of poverty and homelessness
- St. John's will collaborate with other shelters and service providers on a coordinated assessment and intake form

Brown County Health & Human Services:

- St. John's will provide a list of the individuals staying at the Homeless Shelter to Brown County Human Services.
- Weekly, an Outreach worker will provide on-site services.

Green Bay Police Department:

- A daily list of the individuals who spent the night will be faxed to the Green Bay Police Department.
- Green Bay Police Department will provide an on-site visible presence. Historically, Community Police Officers and Mental Health Officers have stopped in on-site multiple times a week.
- Green Bay Police Department will provide support to St John staff in unusual situations such as persons known to be sleeping outside or who are a danger to themselves or others.
- Green Bay Police Department will provide advice and input on Safety Plans.

Crisis Center

- The Crisis Center will provide afterhours and weekend access to emergency County services.
- The Crisis Center will provide the Access point for individuals needing Diversion or Mental Health Center Services.
- The Crisis Center will be the resource for emergency counseling/ intervention when an individual is expressing suicidal ideation/intention.
- The Crisis Center will provide referrals for families afterhours.

MORE Program

- St. John's provides referrals to the MORE Program which offers on-site mental health counseling and treatment services.
- St. John's will notify the MORE therapist immediately of someone needing crisis evaluation or those needing a referral for treatment options.

- The MORE therapist will provide weekly counseling sessions to individuals as well as group therapy options at both the shelter and the Micah Center.

Outreach Healthcare

- St John's will provide a list of the individuals staying at the homeless shelter to Outreach Healthcare.
- St John's staff will notify Outreach Healthcare immediately of individuals with a high-risk TB assessment. Outreach Healthcare will facilitate a timely and appropriate assessment of the individual.
- Outreach Healthcare will provide routine TB surveillance, health care services and medical case management to the individuals at the homeless shelter weekly.
- Outreach Healthcare will facilitate necessary medications, diagnostic procedures and specialty referrals.

Neighborhood

- St Johns will facilitate open communication with any concerned individuals in the neighborhood and will address any issues in a timely manner.
- The Executive Director will be available to the chair of the Neighborhood Association to discuss any concerns and to share shelter outcomes.

Probation and Parole

- St John's conducts a background check to identify anyone currently on probation and parole.
- Problematic behavior, improvement in behavior, verification and follow-through of required classes are reported to the individual's agent.
- If an individual on probation presents to St. John's smelling of alcohol, appearing to be intoxicated or displaying significant behavior change that may indicate use of illegal substances, it is assumed they are in violation of probation or parole. Their agent will be notified immediately. A second incident would result in notifying the agent again as well as a call to the Green Bay Police Department.
- Department of Community Corrections provides staff with annual training on probation and parole guidelines, preferred communication and a list of agents.

Veteran Affairs and Center for Veteran Issues

- St. John's will provide a list of veterans to the Center for Veteran Issues and to Veteran Affairs.
- The veterans-specific programs will provide an on-site presence to assist with helping homeless veterans find employment and secure housing.

Landlords

- St. John's works actively with area landlords to promote and advocate on behalf of the Rapid Rehousing program.
- St. John's assists with security deposit and initial rent payments for qualifying individuals transitioning into their own apartments. St. John's provides home visits and ongoing case management, while mediating issues that may arise with

the landlords, to assist individuals in transitioning into independent living.

Taskforces and Committees

- St. John's staff are active members of various committees addressing the systemic issues of homelessness. These committees include the Basic Needs Coalition (chaired by the Green Bay Police Department), JOSHUA, Brown County Jail Ministry, etc.
- St. John's serves on the WI Balance of State Board of Directors.

This document is not intended to be all inclusive and modifications will be made on an on-going basis as appropriate.

CFS by Location & Season

	2015-2016	2016-2017	2017-2018
NEW Shelter	63	73	68
St John Shelter	162	142	146
St Johns Park	7	12	5
BC Library	98	85	57
Micah Center	22	28	38
Total	352	340	314

GERP Reports by Year & Location

	2017	2018*
NEW Shelter	13	18
ST John	35	27

CFS By Year & Location

	2017	2018*
NEW Shelter	124	98
ST John	143	129

GERP Reports by Location & Season

	2015-2016	2016-2017	2017-2018
NEW Shelter	11	6	7
St John Shelter	50	33	34
St Johns Park	0	0	3
BC Library	24	9	7
Micah Center	3	1	2
Total	88	49	53

***YTD through 09-30-18**



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

AGENDA ITEM # P.I.

To refer to staff to continue working on requested amendments to Claims administration Procedure ordinance (GBMC 7.01 et seq).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Vanessa Chavez, Law Department
Director

AGENDA ITEM # P.2.

To have staff follow the direction that was given in closed session on Notice of Decision from the US Dept of the Interior regarding the intent to take land into trust – Cornelius, Kestell, and Debenedetto parcels.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. US DEPT OF THE INTERIOR NOTICE OF DECISION
2. US DEPT OF THE INTERIOR NOTICE OF DECISION (2)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
5600 American Boulevard West, Suite 500
Bloomington, Minnesota 55437

RECEIVED
SEP 26 2018

IN REPLY REFER TO:
Division of Fee to Trust
Cornelius and Kestell

SEP 24 2018

NOTICE OF DECISION INTENT TO TAKE INTO TRUST

CERTIFIED MAIL - RETURN RECEIPT REQUESTED: 9171 9690 0935 0036 1025 77

Honorable Tehassi Hill
Chairman, Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Dear Chairman Hill:

On January 11, 2008 and August 29, 2016 the Oneida Nation (hereinafter "Nation"), submitted fee-to-trust applications¹ for land known as the Cornelius and Kestell parcels, which are located in Brown County, Wisconsin. We have consulted with the local and state governments as required and have completed our analysis of the application and all comments received. This letter serves as our *Notice of Decision* to approve the applications and to acquire the land in trust status on behalf of the Nation.

Specifically, these fee-to-trust acquisitions are supported by the Oneida Nation Tribal Resolution No. 5-24-06-FF, dated March 24, 2006, for the Cornelius parcel and No. 8-16-06-K, dated August 16, 2006, for the Kestell parcel. The following are the legal descriptions of the Cornelius and Kestell properties:

Cornelius

Lot Eighteen (18), according to the recorded Plat of Red Oaks Estates, Section Thirty-three (33), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, containing 0.195 acres, more or less.

Property Address: 2159 Red Oak Drive, Green Bay, Wisconsin 54304
Tax Parcel Number: 6H-1601

Kestell

Lot Four (4), Block Three (3), according to the recorded Plat of Sleepy Hollow

¹ Letter from Gerald Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Terrence Virden, Regional Director, BIA, Midwest Regional Office (January 11, 2008) (Cornelius property); Letter from Christina S. Danforth, Chairwoman, Oneida Nation to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 29, 2016) (Kestell property) (on file with the Midwest Regional Office).

Subdivision, being part of Lots Twelve (12) and Thirteen (13), Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

0.269, acres more or less.

Property Address: 2580 Zak Lane, Green Bay, Wisconsin 54304

Tax Parcel Number: 6H-1973

Regulatory Authority

The applicable regulations are set forth in the Code of Federal Regulations (CFR) Title 25, INDIANS, Part 151, as amended. The regulations specify that it is the Secretary's policy to accept lands "in trust" for the benefit of Tribes² when such acquisition is authorized by an Act of Congress; and, (1) when such lands are within the exterior boundaries of the Tribe's reservation, or adjacent thereto, or within a Tribal consolidation area; or (2) when the Tribe already owns an interest in the land; or (3) when the Secretary determines that the land is necessary to facilitate Tribal self-determination, economic development, or Indian housing.³

Analysis of maps provided with the applications show the subject parcels to be within the exterior boundary of the reservation. Also, these acquisitions facilitate Indian housing. Thus, the request for trust status is within the land acquisition policy as set forth by the Secretary of the Interior.

Accordingly, pursuant to 25 CFR § 151.10, *On-reservation acquisitions*, we are required to provide notice to state and local governments, and then consider the following criteria in evaluating the request:

- (a) the existence of statutory authority;
- (b) need of the tribe for additional land;
- (c) the purpose for which the land will be used;
- (e) impact on the State and its political subdivisions resulting from removal of the land from the tax rolls;
- (f) jurisdictional problems and potential conflicts of land use which may arise;
- (g) whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status; and
- (h) compliance with 516 DM 6, Appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

25 CFR § 151.10 – Notice and Comments

² A "tribe" is any group of Indians recognized by the Secretary as eligible for the programs and services from the Bureau of Indian Affairs. The Nation is currently listed as eligible to receive services from BIA. See 25 CFR § 151.2(b) and 83 Fed. Reg. 34865 (July 23, 2018).

³ 25 CFR § 151.3.

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state or local government that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or local government responds within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision.⁴

On December 2, 2015 and January 25, 2018, the City of Green Bay, Brown County, and the State of Wisconsin were consulted to solicit comments regarding potential impacts as a result of removal of this property from the tax rolls.⁵

On December 7, 2015 and February 2, 2018, Brown County provided two similar written responses⁶ to the December 2, 2015 and January 25, 2018 Notice of Applications (NOA). The County provided information regarding property taxes, the impact of loss of tax revenue, assessments, services provided, and zoning.⁷ Specifically, the County provided the following information and comments:

- The county provided the amount of property taxes levied on the property for 2014 and 2017;
- The county stated it has a service agreement with the tribe for payments in lieu of taxes and removal of the land from the tax roll does not have a fiscal impact on Brown County;
- The county indicated that there were no special assessment fees on the properties for 2014 and 2017;
- The county stated that there were no special assessment fees for 2014 and 2017;
- The county stated that services are provided by either Brown County or Oneida according to the service agreements according to the service agreements entered between Brown County and Oneida. The agreements cover services including, but not limited to, health, safety, and welfare issues, certain zoning issues, licensing and child support services;
- The county stated zoning is done by the municipality in which the land is located and Brown County may be involved in limited zoning issues (such as shore land zoning) and those issues are determined pursuant to the service agreements between Oneida and Brown County.

⁴ 25 CFR § 151.10

⁵ Notice of (Non-Gaming) Land Acquisition (December 2, 2015 and January 25, 2018) (on file with the Midwest Regional Office).

⁶ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (December 7, 2015) (the county provided a single comment letter for both subject properties addressed in this decision); Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (two individual letters were issued for each of the subject properties) (on file with the Midwest Regional Office).

⁷ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

On, December 30, 2015, the City of Green Bay provided written responses⁸ to the December 2, 2015 NOA. The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

- The city provided the amount of property taxes levied on the property for 2015;
- The city stated it has a service agreement with the tribe and its tax revenue “would be a reduction of the City’s real estate tax base equal to the total value of land and improvements”;
- The city stated it has no knowledge of any current special assessments against the property;
- The city currently provides all standard public works services to the property;
- The city stated it does not foresee any zoning or land use problems or conflicts with Oneida’s current use of the Property.

On, February 28, 2018, the City of Green Bay provided written responses⁹ to the January 25, 2018 NOA. The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

- The amount of property taxes levied on the properties for 2017;
- Removal of these properties from the tax rolls has a severe impact on the City’s tax revenue;
- There are well over 150 properties currently located within the city representing “millions upon millions of dollars in assessed values”;
- The community is divided because of an “inequitable tax burden” and jurisdictional checkerboarding;
- The city’s operating expense is not reduced regardless of ownership or trust status, services are still required;
- There are no outstanding special assessments on the property;
- The City currently provides all standard public works services to the property, and residents are entitled to use and benefit from all public services regardless of taxation status;
- The Service Agreement between the city and the Nation, adopted in 2009, was terminated in April 2016. Consequently, the city is without means of mitigating impact to the city and the city’s residents;
- There is great potential for land use conflicts; one of the primary reasons for terminating the 2009 service agreement was difficulty ensuring consistent land use;
- The city’s enforcement of zoning restrictions has been limited, and the piecemeal application of zoning restrictions results in a non-cohesive residential community;

⁸ Letter from Mayor James J. Schmitt, City of Green Bay to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (December 30, 2015) (on file with the Midwest Regional Office).

⁹ Letter from Mayor James J. Schmitt, City of Green Bay to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office). The city provided a single response letter for five pending applications located within Green Bay; two of the five properties listed are included in this decision and described above.

- The properties should not be removed from the tax rolls until a workable solution is implemented.

Comments from the City and the County were forwarded to the Nation.¹⁰ On June 7, 2018, the Nation provided a single response letter¹¹ for five pending applications located within Green Bay; two of the five properties listed are included in this decision and described above. No comments were received from the State of Wisconsin for the December 2, 2015 or the January 25, 2018 Notices of Application.

25 CFR § 151.10 (a) – Statutory authority for the acquisition of the property.

The subject parcels are eligible for trust acquisition pursuant to Section 5 of the Indian Reorganization Act (IRA) of June 18, 1934, now codified as 25 U.S.C. § 5108. Section 5 of the IRA authorizes the Secretary of the Interior, or the authorized representative, to acquire land for the benefit of recognized Indian Tribes. A Tribe must be recognized at the time of the Secretary of the Interior decides to take land into trust pursuant to the IRA.¹² Because the Oneida Nation is currently listed as a federally recognized tribe eligible to receive services from the Bureau of Indian Affairs,¹³ the “recognized” requirement of Section 19 of the IRA is satisfied.¹⁴

Also, on February 24, 2009, the United States Supreme Court issued its decision in Carcieri v. Salazar, 555 U.S. 379 (2009). The decision held that Congress granted discretionary authority to the Secretary of the Interior under the Indian Reorganization Act (IRA) to acquire land-in-trust for Indian tribes. To acquire land-in-trust pursuant to 25 U.S.C. § 5108, a tribe must have been “under Federal jurisdiction” at the time the IRA was passed in June 1934.

The Interior Board of Indian Appeals recently held that one bright-line test for determining whether a tribe was under Federal jurisdiction in 1934 turns on whether an IRA election was held for a tribe.¹⁵ Additionally, on March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of “under federal jurisdiction” for purposes of the IRA, which states that the “calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934.”¹⁶ According to the Opinion, IRA elections held between 1934 and

¹⁰ Two letters from Tim LaPointe, Acting Regional Director, BIA, Midwest Regional Office to Tehassi Hill, Chairman, Oneida Nation (April 5, 2018) (on file with the Midwest Regional Office).

¹¹ Letter from Kelly M. McAndrews, Oneida Law Office to Scott Sufficool, Interim Dep. Regional Dir., BIA, Midwest Regional Office (June 7, 2018) (on file with the Midwest Regional Office).

¹² Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014) (“A tribe need only be “recognized” at the time the statute is applied”).

¹³ List of entities eligible to receive services from BIA, 83 Fed. Reg. 34865 (July 23, 2018).

¹⁴ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

¹⁵ Shawano County, Wisconsin v. Acting Midwest Regional Director, BIA 53 IBIA 62, 71-72 (2011).

¹⁶ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of “Under Federal Jurisdiction” for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

1936 are “such an example of unambiguous federal actions that obviate the need to examine the tribe’s history prior to 1934.”¹⁷

On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election).¹⁸ Because the Secretary held an IRA election for the nation in 1934, we conclude that the Nation was under Federal jurisdiction at the time the IRA was enacted and that the Secretary of Interior is authorized, pursuant to 25 U.S. C. § 5108, to take land into trust for the tribe.

Further, in 2013 the Interior Board of Indian Appeals (IBIA) held that the Oneida Nation “was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to U.S.C. § [5108] to take land into trust for the Tribe.”¹⁹

25 CFR § 151.10 (b) – The need of the Tribe for additional land.

The fee-to-trust land acquisition regulations require the BIA to consider the Tribe’s need for additional land. Currently, there are approximately 14,083.62 acres held in trust²⁰ for the Nation and approximately 17,268 tribal members.²¹

Both subject parcels were allotted land lost by the Oneida Nation through the General Allotment Act. The subject parcels were reacquired in 1996 and 2004 to expand the Nation’s land base. The two applications state that “returning the land to its original status as inalienable, to forever be held by the United States for the benefit of the Nation, ensures that tribal investments within the Oneida Reservation will never be lost.” These acquisitions will “expand Oneida Nation land base and provide...future site[s] for continued residential use.”²²

We have determined that the Nation has established a need for additional land, supported by the Nation’s obligation to provide housing for tribal members.

25 CFR § 151.10 (c) – Purpose for which the property will be used.

The fee-to-trust land acquisition regulations require the BIA to consider the purposes for which the land will be used. In examining the purpose or use, the BIA “must first determine the current use of the property, then ascertain the Tribe’s plans for the property,” which not only “facilitates a clear understanding for BIA of how the property will be used for purposes of determining whether to grant the fee-to-trust applications, but also assists local jurisdictions in their planning

¹⁷ Id.

¹⁸ Ten Years of Tribal Government Under I.R.A., Theodore H., Haas, United States Indian Service (1947).

¹⁹ Village of Hobart Wisconsin v. Acting Midwest Regional Director, 57 IBIA 4, 22 (2013).

²⁰ Trust Asset Accounting & Management System, List of Tribally Owned Tracts Report (August 1, 2018). Tribally owned fractional interests in allotted tracts were not included.

²¹ Socioeconomic Conditions within the Reservation of the Oneida Nation, dated April 4, 2018 (on file with the Midwest Regional Office).

²² Letter from Gerald Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Terrence Virden, Regional Director, BIA, Midwest Regional Office (January 11, 2008) (Cornelius property); Letter from Christina S. Danforth, Chairwoman, Oneida Nation to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 29, 2016) (Kestell property) (on file with the Midwest Regional Office).

for any ongoing services that may be needed and in commenting on a proposed fee-to-trust land acquisition.”²³ Considering the purposes for which the land will be used “also informs and facilitates BIA’s consideration of whether there may be jurisdictional or land use conflicts” and “determines the level of environmental review required under the National Environmental Policy Act.”²⁴

The purpose for the land acquisitions is clearly stated in the Nation’s applications: each of the parcels have “historically...been used for residential purposes” and will “provide a future site for continued residential use.”²⁵

25 CFR § 151.10 (e) – Impact on the State and its political subdivisions resulting from the removal of this property from the tax rolls.

The NOA provides State and local governments the opportunity to submit comments regarding the proposed trust acquisition in the areas of regulatory jurisdiction, real property taxes, and special assessments. In its response to the NOA, the City states that it would realize \$2,700.67 for tax year 2017 from the subject properties.²⁶

According to the 2016 audit reports published by the local governments, the County’s property tax levy for 2016 was \$86,661,972 and the City’s levy for 2016 was \$52,699,543.²⁷ The gross property tax charged against the subject parcels for 2017 was \$7,360.00,²⁸ of which the County received \$1,341.70 and the City received \$2,700.70.²⁹

Jurisdiction	Total Tax	% Levy
Brown County	\$1,341.70	0.001548%
City of Green Bay	\$2,700.70	0.005125%

²³ Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

²⁴ Id. at 308.

²⁵ Letter from Gerald Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Terrence Virden, Regional Director, BIA, Midwest Regional Office (January 11, 2008) (Cornelius property); Letter from Christina S. Danforth, Chairwoman, Oneida Nation to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 29, 2016) (Kestell property) (on file with the Midwest Regional Office).

²⁶ Letter from Mayor James J. Schmitt, City of Green Bay to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office). The city provided a single response letter for five pending applications located within Green Bay; two of the five properties listed are included in this decision and described above.

²⁷ Wisconsin Department of Revenue Division of State and Local Finance Bureau of Local Government Services, Town, Village and City Taxes levied in 2016 and collected in 2017 (on file with the Midwest Regional Office).

²⁸ The county provided Property Tax Records for parcel Nos. 6H-1601 and 6H-1973. Two letters from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

²⁹ The county provided Property Tax Records for parcel Nos. 6H-1601 and 6H-1973. Two letters from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

The city states that there are no outstanding special assessments on the property.³⁰ Additionally, on July 30, 2018, updated tax records³¹ were retrieved for each of the subject parcels; which concurred with the city's statement that there are currently no delinquent past due assessments assigned to these properties.

The city also states that although the removal of each individual property from the tax rolls has "a negligible impact on the city's operations," the removal of all of these properties will have a "severe impact on the City's tax revenue" and "inequitable tax burden among Green Bay residents." The City states that there are well over 150 trust properties located within the City of Green Bay that are currently held in trust, and which represent "millions upon millions of dollars in assessed values removed from the tax rolls."³²

The BIA is only required to consider the present impact on the tax rolls of a proposed acquisition, i.e., the taxes currently assessed.³³ The county and the city will both experience a reduction to their tax bases of 0.001548% and 0.005125% respectively, when calculated based on tax bills and levies.

25 CFR § 151.10 (f) – Jurisdictional problems and potential conflicts of land use.

In accordance with 25 CFR Part 151, BIA must consider jurisdictional problems or potential conflicts but is not required to resolve those problems or issues.³⁴ The subject parcels contain an aggregate of 0.464 acres³⁵ of land; both are currently used³⁶ and zoned³⁷ for residential purposes. The City has stated that there is currently no incompatible zoning.³⁸

Direct services provided by the Nation for tribal members and their families include: waste and recycling pickup, health care, elderly services, public safety, education and library services, recreation programs, public works, utilities, public transportation, housing, and mortgage loans and rentals. The Nation also provides many community services to non-tribal residents of the

³⁰ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

³¹ Brown County, WI Property Tax Record for parcel Nos. 6H-1601, and 6H-1973 (July 30, 2018), <http://www.public.applications.co.brown.wi.us/treas/landrecordssearch/entryform.asp> (on file with the Midwest Regional Office).

³² Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

³³ City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director, BIA, 49 IBIA 75, 81-82 (2009).

³⁴ Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

³⁵ Dominica VanKoten, Chief Cadastral Surveyor, Bureau of Land Management, two Land Description Review (LDR) Certificates (June 7, 2016; June 27, 2016) (on file with the Midwest Regional Office).

³⁶ Letter from Gerald Danforth, Chairman, Oneida Tribe of Indians of Wisconsin to Terrence Virden, Regional Director, BIA, Midwest Regional Office (January 11, 2008) (Cornelius property); Letter from Christina S. Danforth, Chairwoman, Oneida Nation to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 29, 2016) (Kestell property) (on file with the Midwest Regional Office).

³⁷ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office). ("All of the Properties are currently zoned R-1.")

³⁸ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

Oneida reservation. Services provided by the Oneida Police Department include first responders, traffic violations, criminal arrests, investigations, pick-ups and transportation. The Nation does not receive any reimbursement for these services. Fines from traffic tickets issued by the Nation are given to the county and/or state. The Nation provides utility services (sewer and water) within the Oneida Sanitary District. Parks and recreation areas have been constructed and maintained by the Nation for the benefit of tribal and non-tribal residents.³⁹

The Nation has entered into a law enforcement agreement for mutual aid with the City of Green Bay.⁴⁰ Fire protection services also will be provided by the City of Green Bay.⁴¹ Additionally, Brown County has an executed service agreement with the Nation regarding delivery of services to tribal lands within the County. On May 29, 2008 (amended September 16, 2008 and June 29, 2010), the Oneida Nation and Brown County entered into a service agreement which includes cross-deputation for law enforcement and mutual aid secondary assistance in emergency services.

On March 9, 2009, the Nation and the City of Green Bay entered into a service agreement, which includes mutual aid for secondary assistance in law enforcement and emergency services. On September 10, 2015, the Oneida Nation received a request from the City of Green Bay to meet in order to negotiate a Service Agreement amendment.⁴² An amendment was not executed and the agreement was terminated by the City of Green Bay.⁴³ The city provided a list of services it currently provides to the property, including waste/recycling collection, snow removal, street maintenance, water/sewer, parks, policing, fire, inspections, and neighborhood services.⁴⁴ The City has stated that operating expenses will not be reduced regardless of ownership or trust status, since services are still required.⁴⁵

The City also states that “a piecemeal application of zoning restrictions results in disjointed neighborhoods...” and this is “counterproductive to... a cohesive community in the residential neighborhoods at issue here.” The “checkerboard” pattern of jurisdiction, however, is an “awkward” but “familiar feature of American government;” in fact, “federal facilities of all sorts, ranging from post offices to military bases, are scattered throughout the United States... a similar scatter is common throughout Indian County.”⁴⁶ The City’s assertions concerning jurisdictional

³⁹ Oneida Nation, Socioeconomic Conditions within the Reservation of the Oneida Nation at 2-3 (April 4, 2018) (on file with the Midwest Regional Office).

⁴⁰ Law Enforcement Mutual Aid Agreement (October 16, 1996) (on file with the Midwest Regional Office).

⁴¹ Email from James Bittdorf, Attorney, Oneida Nation (June 8, 2016) (on file with the Midwest Regional Office).

⁴² Letter from Gerald Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Terrence Virden, Regional Director, BIA, Midwest Regional Office (January 11, 2008) (Cornelius property); Letter from Christina S. Danforth, Chairwoman, Oneida Nation to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 29, 2016) (Kestell property) (on file with the Midwest Regional Office).

⁴³ Press Release, Oneida Nation, Service Agreement with Oneida Nation Terminated by the City of Green Bay Common Council (April 7, 2016) (on file with the Midwest Regional Office).

⁴⁴ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

⁴⁵ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

⁴⁶ Oneida Tribe of Indians of Wis. v. Village of Hobart, 732 F.3d 837, 839 (7th Cir. 2013).

problems are insufficient to show that trust acquisition of this land would alter that pattern or worsen any existing problems with the pattern.⁴⁷

Since there is no change in land use, and the Nation has intergovernmental agreements in place to cover the provision of services to trust property, we do not foresee any jurisdictional problems or potential land use conflicts.

25 CFR § 151.10 (g) – Is the Bureau of Indian Affairs (BIA) equipped to discharge the additional responsibilities and duties resulting from the acquisition of this land in trust status.

The Great Lakes Agency, BIA has reviewed the trust applications for the parcels of land identified as Cornelius and Kestell, and determined that it will be able to discharge the additional responsibilities associated with the acceptance of land into trust.⁴⁸ The subject parcels are located in Brown County, Wisconsin, comprising of 0.464 acres. The following staff located at the Great Lakes Agency, are readily available to assist the Tribe in their proposed uses of the property:

- Four Realty Specialists in the Branch of Realty, who are responsible for the overall administration and protection of Indian Trust land Resources;
- Seven foresters in the Branch of Forestry, who are responsible for managing and protecting Reservation forests;
- Nine engineers/technicians in the Branch of Roads, who are responsible for the maintenance and construction of BIA roads and bridges to provide a safe and adequate transportation system to Indian Reservations;
- Two Fuels Management Specialists;
- One Environmental Protection Specialist.

In addition, there are realty specialists, foresters, road engineers/technicians, and environmental specialists in the Midwest Regional Office who are available for additional consultations and guidance in the overall protection and management of these lands.

Acceptance of this property in trust status will not impose any significant additional responsibilities or burdens upon BIA beyond those already inherent in the federal trusteeship over the existing trust lands.

25 CFR § 151.10 (h) – Environmental Hazards.⁴⁹

National Environmental Policy Act Compliance

⁴⁷ Ziebach County, South Dakota v. Acting Great Plains Regional Director, Bureau of Indian Affairs, 38 IBIA 227, 231 (2002).

⁴⁸ Memo from Gerald Walhovd, Acting Superintendent, BIA, Great Lakes Agency to Diane Rosen, Regional Director, BIA, Midwest Regional Office (August 10, 2016) (Cornelius property); Memo from Gerald Walhovd, Acting Superintendent, BIA, Great Lakes Agency to Diane Rosen Regional Director, BIA, Midwest Regional Office (September 12, 2016) (Orlando property) (on file with the Midwest Regional Office).

⁴⁹ Memo from Martin Lorenzo, Environmental Protection Specialist, BIA, Midwest Regional Office (April 5, 2018) (Cornelius property); Memo from Martin Lorenzo, Environmental Protection Specialist, BIA, Midwest Regional Office, (December 11, 2017) (Kestell property) (on file with the Midwest Regional Office).

No further compliance with NEPA is required. The BIA-Midwest Region Office (BIA-MRO) determined that no change in land use is anticipated; therefore, the subject parcels contemplated Fee-to-Trust acquisition will not have a significant effect on the quality of the human environment (individually or cumulatively) and neither an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required (40 CFR 1508.4; 43 CFR 46.205). A separate Categorical Exclusion (CE) was issued for Cornelius on December 11, 2017 and Kestell on April 5, 2018.

National Historic Preservation Act (NHPA) Compliance

No further compliance with NHPA is required. The BIA-MRO determined that the subject parcels trust acquisition does not have the potential to cause effects on historic properties [36 CFR 800.3 (a) (1)]. The BIA-MRO issued separate determinations for each parcel on June 2, 2016.

Endangered Species Act (ESA) Compliance

No further compliance with ESA is required. The Nation recognizes the US Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) Report for a listing of Threatened and Endangered Species for each defined project area. BIA-MRO also reviews the IPaC report in consultation and determination of Threatened and Endangered Species. The BIA-MRO determined that the subject parcels trust acquisition supports a "No Effect" determination based on the intent of the Nation to maintain current land use. The BIA-MRO issued separate determinations for each parcel on June 2, 2016.

602 DM 2 using ASTM International E 1527-13

Recognized Environmental Conditions (RECs) were not found on the subject parcels. This assertion is supported by the following Phase I Environmental Site Assessments (ESA):

- Cornelius - 05/2016 (Initial); 05/2017 (Update 1), 09/2017 (Update 2), and 04/2018 (Update 3);
- Kestell - 06/2016 (Initial), 02/2017 (Update 1), 08/2017 (Update 2), and 12/2017 (Update 3).

In accordance with 602 DM 2, an additional pre-acquisition Phase I ESA will be completed within 180 days prior to the acquisition of title and acceptance into trust status.

Conclusion

Based on the foregoing, we issue notice of our intent to accept the Cornelius and Kestell parcels into trust status. Title will vest in the United States of America in trust for the Oneida Nation, in accordance with Section 5 of the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 5108, provided the Nation delivers marketable title to the properties in a manner as required in 25 CFR Part 151, Land Acquisition Regulations. In accordance with 25 CFR § 151.13, we have requested an examination of the title evidence by the Office of the Field Solicitor, Bloomington, Minnesota, to determine whether title to the parcel is marketable. The subject parcels will not be accepted in trust until all identified title exceptions have been met.

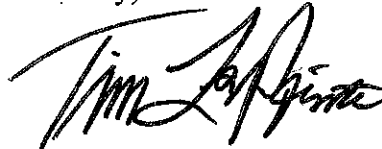
Appeal Rights

Any party who wishes to seek judicial review of this decision must first exhaust administrative remedies. The Regional Director's decision may be appealed to the Interior Board of Indian Appeals (IBIA) in accordance with the regulations in 43 C.F.R. §§ 4.310-4.340.

If you choose to appeal this decision, your notice of appeal to the IBIA must be signed by you or your attorney and **must be either postmarked and mailed (if you use mail) or delivered (if you use another means of physical delivery, such as FedEx or UPS) to the IBIA within 30 days from the date of receipt of this decision.** The regulations do not authorize filings by facsimile/fax or by electronic means. Your notice of appeal should clearly identify the decision being appealed. You must send your original notice of appeal to the IBIA at the following address: Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203. You must send copies of your notice of appeal to (1) the Assistant Secretary – Indian Affairs, U.S. Department of the Interior, MS-4141-MIB, 1849 C Street N.W., Washington, D.C. 20240; (2) each interested party known to you; and (3) the Regional Director. Your notice of appeal sent to the IBIA must include a statement certifying that you have sent copies to these officials and interested parties and should identify them by names or titles and addresses. If you file a notice of appeal, the IBIA will notify you of further procedures. If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

If you have any questions regarding this matter, please do not hesitate to contact Russell Baker, Supervisory Realty Specialist, directly at (612) 725-4583.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim LaPointe", written in a cursive style.

Regional Director

CC: BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED:

Office of the Governor of Wisconsin
115 East State Capitol
Madison, Wisconsin 53702

9171 9690 0935 0036 1025 84

Office of the Executive
Brown County
Post Office Box 23600
Green Bay, Wisconsin 53707

9171 9690 0935 0036 1025 91

Office of the Mayor
City of Green Bay
100 North Jefferson Street Rm. 106
Green Bay, Wisconsin 54301-5026

9171 9690 0935 0036 1026 07

CC BY FIRST CLASS MAIL:

Jo Anne House, Chief Counsel
Oneida Law Office
N7210 Seminary Road
Post Office Box 109
Oneida, Wisconsin 54155

Patrick Pelky, (acting) Director
Division of Land Management
Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Superintendent, Great Lakes Agency
Bureau of Indian Affairs
916 West Lake Shore Drive
Ashland, Wisconsin 54806



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
5600 American Boulevard West, Suite 500
Bloomington, Minnesota 55437

RECEIVED
OCT 05 2018

SEP 28 2018

IN REPLY REFER TO:
Division of Fee to Trust
DeBenedetto

NOTICE OF DECISION INTENT TO TAKE INTO TRUST

CERTIFIED MAIL - RETURN RECEIPT REQUESTED: 9171 9690 0935 0020 2028 25

Honorable Tehassi Hill
Chairman, Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Dear Chairman Hill:

On August 11, 2015 the Oneida Nation (hereinafter "Nation"), submitted a fee-to-trust application¹ for the land known as the DeBenedetto parcel (hereinafter "subject parcel"), which is located in Brown County, Wisconsin. We have consulted with the local and state governments as required and have completed our analysis of the application and all comments received. This letter serves as our *Notice of Decision* to approve the application and to acquire the land in trust status on behalf of the Tribe.

Specifically, this fee-to-trust acquisition is supported by Oneida Nation Tribal Resolution No. 03-25-15-E, dated March 25, 2015. The following is the legal description of the DeBenedetto parcel:

DeBenedetto

Lot eleven (11), according to the recorded Plat of Ringer Subdivision No. 1, recorded in Volume 16 Plats, page 51, as Doc. No. 802230, said Plat being part of Lot A, Section Thirty-two (32), Township Twenty-four (24) North, Range Twenty (20) East of the Fourth Principal Meridian, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

0.289 acres, more or less.

Property Address: 1970 Belmont Drive Green Bay, Wisconsin 54304

Tax Parcel Number: 6H-2199

¹ Letter from Cristina S. Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 11, 2015) (on file with the Midwest Regional Office).

Regulatory Authority

The applicable regulations are set forth in the Code of Federal Regulations (CFR) Title 25, INDIANS, Part 151, as amended. The regulations specify that it is the Secretary's policy to accept lands "in trust" for the benefit of Tribes² when such acquisition is authorized by an Act of Congress; and, (1) when such lands are within the exterior boundaries of the Tribe's reservation, or adjacent thereto, or within a Tribal consolidation area; or (2) when the Tribe already owns an interest in the land; or (3) when the Secretary determines that the land is necessary to facilitate Tribal self-determination, economic development, or Indian housing.³

Analysis of maps provided with the application show the subject parcel to be within the exterior boundary of the reservation. Also, this acquisition facilitates Indian housing. Thus, the request for trust status is within the land acquisition policy as set forth by the Secretary of the Interior.

Accordingly, pursuant to 25 CFR § 151.10, *On-reservation acquisitions*, we are required to provide notice to state and local governments, and then consider the following criteria in evaluating the request:

- (a) the existence of statutory authority;
- (b) need of the tribe for additional land;
- (c) the purpose for which the land will be used;
- (e) impact on the State and its political subdivisions resulting from removal of the land from the tax rolls;
- (f) jurisdictional problems and potential conflicts of land use which may arise;
- (g) whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status; and
- (h) compliance with 516 DM 6, Appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

25 CFR § 151.10 – Notice and Comments

Upon receipt of a written request to have lands taken in trust, the Secretary will notify the state and local governments having regulatory jurisdiction over the land to be acquired, unless the acquisition is mandated by legislation. The notice will inform the state or local government that each will be given 30 days in which to provide written comments as to the acquisition's potential impacts on regulatory jurisdiction, real property taxes and special assessments. If the state or

² A "tribe" is any group of Indians recognized by the Secretary as eligible for the programs and services from the Bureau of Indian Affairs. The Nation is currently listed as eligible to receive services from BIA. See 25 CFR § 151.2(b) and 83 Fed. Reg. 34865 (July 23, 2018).

³ 25 CFR § 151.3.

local government responds within a 30-day period, a copy of the comments will be provided to the applicant, who will be given a reasonable time in which to reply and/or request that the Secretary issue a decision.⁴

On September 2, 2015, and January 25, 2018; the City of Green Bay, Brown County, and the State of Wisconsin were consulted to solicit comments regarding potential impacts as a result of removal of this property from the tax rolls.⁵ No comments were received from the City, County, or the State in response to the September 2, 2015 Notice of Application (NOA).

On February 2, 2018, Brown County provided a written response⁶ to the January 25, 2018 NOA. The County provided information regarding property taxes, the impact of loss of tax revenue, assessments, services provided, and zoning. Specifically, the County provided the following information and comments:

- The county provided the amount of property taxes levied on the property for 2017;
- The county stated it has a service agreement with the tribe for payments in lieu of taxes and removal of the land from the tax roll does not have a fiscal impact on Brown County;
- The county indicated that there were no special assessment fees on the property for 2017;
- The county stated that there were no special assessment fees for 2017;
- The county stated that services are provided by either Brown County or Oneida according to the service agreements according to the service agreements entered between Brown County and Oneida. The agreements cover services including, but not limited to, health, safety, and welfare issues, certain zoning issues, licensing and child support services;
- The county stated zoning is done by the municipality in which the land is located and Brown County may be involved in limited zoning issues (such as shore land zoning) and those issues are determined pursuant to the service agreements between Oneida and Brown County.

On, February 28, 2018, the City of Green Bay provided a written response⁷ to the January 25, 2018 NOA. The City provided information regarding property taxes, the impact of loss of tax revenue, special assessments, services provided, and zoning. Specifically, the City provided the following information and comments:

⁴ 25 CFR § 151.10

⁵ Notices of (Non-Gaming) Land Acquisition (September 2, 2015, and January 25, 2018) (on file with the Midwest Regional Office).

⁶ Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficeol, Acting Regional Director, BIA Midwest Regional Office, (February 2, 2018) (on file with the Midwest Regional Office).

⁷ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficeol, Acting Regional Director, BIA Midwest Regional Office, (February 28, 2018) (on file with the Midwest Regional Office). The city provided a single comment letter for five pending applications located within Green Bay; one of the five properties listed are included in this decision and described above.

- The amount of property taxes levied on the property for 2017;
- Removal of the property from the tax rolls has a severe impact on the City's tax revenue;
- There are well over 150 properties currently located within the city representing "millions upon millions of dollars in assessed values";
- The community is divided because of an "inequitable tax burden" and jurisdictional checkerboarding;
- The city's operating expense is not reduced regardless of ownership or trust status, services are still required;
- There are outstanding special assessments on the property;
- The City currently provides all standard public works services to the property, and residents are entitled to use and benefit from all public services regardless of taxation status;
- The Service Agreement between the city and the Nation, adopted in 2009, was terminated in April 2016. Consequently, the city is without means of mitigating impact to the city and the city's residents;
- There is great potential for land use conflicts; one of the primary reasons for terminating the 2009 service agreement was difficulty ensuring consistent land use;
- The city's enforcement of zoning restrictions has been limited, and the piecemeal application of zoning restrictions results in a non-cohesive residential community;
- The property should not be removed from the tax rolls until a workable solution is implemented.

No comments were received from the State in response to the January 25, 2018, Notice of Application (NOA). On April 5, 2018, the above comments letters were forwarded to the Nation.⁸

25 CFR § 151.10 (a) – Statutory authority for the acquisition of the property.

The subject parcel is eligible for trust acquisition pursuant to Section 5 of the Indian Reorganization Act (IRA) of June 18, 1934, now codified as 25 U.S.C. § 5108. Section 5 of the IRA authorizes the Secretary of the Interior, or the authorized representative, to acquire land for the benefit of recognized Indian Tribes. A Tribe must be recognized at the time of the Secretary of the Interior decides to take land into trust pursuant to the IRA.⁹ Because the Oneida Nation is currently listed as a federally recognized tribe eligible to receive services from the Bureau of Indian Affairs,¹⁰ the "recognized" requirement of Section 19 of the IRA is satisfied.¹¹

⁸ Letter from Tim LaPointe, Acting Regional Director, BIA Midwest Regional Office to Tehassi Hill, Chairman, Oneida Nation, (April 5, 2018) (on file with the Midwest Regional Office).

⁹ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014) ("A tribe need only be 'recognized' at the time the statute is applied").

¹⁰ List of entities eligible to receive services from BIA, 83 Fed. Reg. 34865 (July 23, 2018).

Also, on February 24, 2009, the United States Supreme Court issued its decision in *Carcieri v. Salazar*, 555 U.S. 379 (2009). The decision held that Congress granted discretionary authority to the Secretary of the Interior under the Indian Reorganization Act (IRA) to acquire land-in-trust for Indian tribes. To acquire land-in-trust pursuant to 25 U.S.C. § 5108, a tribe must have been "under Federal jurisdiction" at the time the IRA was passed in June 1934.

The Interior Board of Indian Appeals recently held that one bright-line test for determining whether a tribe was under Federal jurisdiction in 1934 turns on whether an IRA election was held for a tribe.¹² Additionally, on March 12, 2014, the Office of the Solicitor issued an Opinion on the meaning of "under federal jurisdiction" for purposes of the IRA, which states that the "calling of a Section 18 election for an Indian Tribe between 1934 and 1936 should unambiguously and conclusively establish that the United States understood that the particular tribe was under federal jurisdiction in 1934."¹³ According to the Opinion, IRA elections held between 1934 and 1936 are "such an example of unambiguous federal actions that obviate the need to examine the tribe's history prior to 1934."¹⁴

On December 15, 1934, a Federal election was held by the Department of Interior for the Oneidas to vote on whether to reject the IRA (IRA election).¹⁵ Because the Secretary held an IRA election for the nation in 1934, we conclude that the Nation was under Federal jurisdiction at the time the IRA was enacted and that the Secretary of Interior is authorized, pursuant to 25 U.S.C. § 5108, to take land into trust for the tribe.

Further, in 2013 the Interior Board of Indian Appeals (IBIA) held that the Oneida Nation "was under Federal jurisdiction at the time IRA was enacted and the Regional Director is authorized pursuant to U.S.C. § [5108] to take land into trust for the Tribe."¹⁶

25 CFR § 151.10 (b) – The need of the Tribe for additional land.

The fee-to-trust land acquisition regulations require the BIA to consider the Tribe's need for additional land. Currently, there are approximately 14,182,602 acres held in trust¹⁷ for the Nation and approximately 17,268 tribal members.¹⁸

¹¹ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

¹² Shawano County, Wisconsin v. Acting Midwest Regional Director, BIA 53 IBIA 62, 71-72 (2011).

¹³ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

¹⁴ Memo from the Office of the Solicitor to the Secretary of the Interior, re: The Meaning of "Under Federal Jurisdiction" for Purposes of the Indian Reorganization Act, M-37029 at 25 (March 12, 2014).

¹⁵ Ten Years of Tribal Government Under I.R.A., Theodore H. Haas, United States Indian Service (1947).

¹⁶ Village of Hobart Wisconsin v. Acting Midwest Regional Director, 57 IBIA 4, 22 (2013).

¹⁷ Trust Asset Accounting & Management System, List of Tribally Owned Tracts Report (September 27, 2018). Tribally owned fractional interests in allotted tracts were not included.

This property was allotted land lost by the Oneida Nation through the General Allotment Act and was reacquired in 1995 to expand the Nation's land base. The application states that "returning the land to its original status as inalienable, to forever be held by the United States for the benefit of the Nation, ensures that tribal investments within the Oneida Reservation will never be lost." This acquisition will "expand Oneida Nation land base and provide...future site[s] for continued residential use."¹⁹

We have determined that the Nation has established a need for additional land, supported by the Nation's obligation to provide housing for tribal members.

25 CFR § 151.10 (c) – Purpose for which the property will be used.

The fee-to-trust land acquisition regulations require the BIA to consider the purposes for which the land will be used. In examining the purpose or use, the BIA "must first determine the current use of the property, then ascertain the Tribe's plans for the property," which not only "facilitates a clear understanding for BIA of how the property will be used for purposes of determining whether to grant the fee-to-trust applications, but also assists local jurisdictions in their planning for any ongoing services that may be needed and in commenting on a proposed fee-to-trust land acquisition."²⁰ Considering the purposes for which the land will be used "also informs and facilitates BIA's consideration of whether there may be jurisdictional or land use conflicts" and "determines the level of environmental review required under the National Environmental Policy Act."²¹

The purpose for the land acquisitions is clearly stated in the Nation's applications: each of the parcels have "historically...been used for residential purposes" and will "provide a future site for continued residential use."²²

25 CFR § 151.10 (e) – Impact on the State and its political subdivisions resulting from the removal of this property from the tax rolls.

The Notice of Application (NOA) provides state and local governments the opportunity to submit comments regarding the proposed trust acquisition in the areas of regulatory jurisdiction, real property taxes, and special assessments. The BIA must consider the present impact on the

¹⁸ Socioeconomic Conditions within the Reservation of the Oneida Nation, dated April 4, 2018 (on file with the Midwest Regional Office).

¹⁹ Letter from Cristina S. Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 11, 2015) (on file with the Midwest Regional Office).

²⁰ Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

²¹ Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 308 (2013).

²² Letter from Cristina S. Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 11, 2015) (on file with the Midwest Regional Office).

tax rolls of a proposed acquisition, i.e., the taxes currently assessed.²³ BIA must also consider the impacts to programs and services that State and local governments have articulated as resulting from a tax loss.²⁴ In its response to the NOA, the City states that it would realize \$1,522.23 for tax year 2017 from the subject property.²⁵

According to the 2016 audit reports published by the local governments, the County's property tax levy for 2016 was \$86,661,972 and the City's levy for 2016 was \$52,699,543.²⁶ The gross property tax charged against the subject parcel for 2017 was \$4,148.30,²⁷ of which the County received \$756.20 and the City received \$1,522.20.²⁸

Jurisdiction	Total Tax	% Levy
Brown County	\$756.20	0.000873%
City of Green Bay	\$1,522.23 ²⁹	0.002889%

The city states that there are no outstanding special assessments on the property.³⁰ Additionally, on September 27, 2018, updated tax records³¹ was retrieved for the subject parcel; which concurred with the city's statement that there are currently no delinquent past due assessments assigned to these properties.

The city also states that although the removal of each individual property from the tax rolls has "a negligible impact on the city's operations," the removal of all of these properties will have a "severe impact on the City's tax revenue" and creates an "inequitable tax burden among Green Bay residents." The City states that there are well over 150 trust properties located within the

²³ *City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director*, BIA, 49 IBIA 75, 81-82 (2009).

²⁴ *State of South Dakota and City of Wagner, South Dakota v. Acting Great Plains Regional Director*, 63 IBIA 179, 188 (2016).

²⁵ Letter from Mayor James J. Schmitt, City of Green Bay to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

²⁶ Wisconsin Department of Revenue Division of State and Local Finance Bureau of Local Government Services, *Town, Village and City Taxes levied in 2016 and collected in 2017* (on file with the Midwest Regional Office).

²⁷ The county provided Property Tax Record for parcel No. 6H-2199. Letter from Rebecca S. Lindner, Assistant Brown County Corporation Counsel, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

²⁸ 2017 Tax Bill, Parcel #6H-2199 (on file at BIA Midwest Regional Office)

²⁹ Letter from Mayor James J. Schmitt, City of Green Bay to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office). Although the 2017 Tax Bill for parcel 6H-2199 shows \$1,522.20, we used the amount we received from the City to calculate impact.

³⁰ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

³¹ Brown County, WI Property Tax Record for parcel No. 6H-2199 (September 27, 2018), <http://www.public.applications.co.brown.wi.us/treas/landrecordsearch/entryform.asp> (on file with the Midwest Regional Office).

City of Green Bay that are currently held in trust, and which represent "millions upon millions of dollars in assessed values removed from the tax rolls."³²

The BIA is only required to consider the present impact on the tax rolls of a proposed acquisition, i.e., the taxes currently assessed.³³ The county and the city will both experience a reduction to their tax bases of 0.000873% and 0.002889% respectively, when calculated based on tax bills and levies.

25 CFR § 151.10 (f) – Jurisdictional problems and potential conflicts of land use.

In accordance with 25 CFR Part 151, BIA must consider jurisdictional problems or potential conflicts but is not required to resolve those problems or issues.³⁴ The subject parcel consists of 0.289 acres³⁵ of land; currently used³⁶ and zoned³⁷ for residential purposes. The City has stated that there is currently no incompatible zoning.³⁸

Direct services provided by the Nation for tribal members and their families include: waste and recycling pickup, health care, elderly services, public safety, education and library services, recreation programs, public works, utilities, public transportation, housing, and mortgage loans and rentals. The Nation also provides many community services to non-tribal residents of the Oneida reservation. Services provided by the Oneida Police Department include first responders, traffic violations, criminal arrests, investigations, pick-ups and transportation. The Nation does not receive any reimbursement for these services. Fines from traffic tickets issued by the Nation are given to the county and/or state. The Nation provides utility services (sewer and water) within the Oneida Sanitary District. Parks and recreation areas have been constructed and maintained by the Nation for the benefit of tribal and non-tribal residents.³⁹

The Nation has entered into a law enforcement agreement for mutual aid with the City of Green Bay.⁴⁰ Fire protection services also will be provided by the City of Green Bay.⁴¹ Additionally,

³² Letter from Mayor James J. Schmitt, City of Green Bay to Scott Sufficool, Acting Regional Director, BIA Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

³³ City of Eagle Butte, South Dakota v. Acting Great Plains Regional Director, BIA, 49 IBIA 75, 81-82 (2009).

³⁴ Thurston County, Nebraska v. Great Plains Regional Director, BIA, 56 IBIA 296, 307 (2013).

³⁵ Dominica VanKoten, Chief Cadastral Surveyor, Bureau of Land Management, Land Description Review (LDR) Certificate (June 07, 2016) (on file with the Midwest Regional Office).

³⁶ Letter from Cristina S. Danforth, Chairman, Oneida Tribe Indians of Wisconsin to Diane K. Rosen, Regional Director, BIA, Midwest Regional Office (August 11, 2015) (on file with the Midwest Regional Office).

³⁷ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office). ("All of the Properties are currently zoned R-1.")

³⁸ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 28, 2018) (on file with the Midwest Regional Office).

³⁹ Oneida Nation, Socioeconomic Conditions within the Reservation of the Oneida Nation at 2-3 (April 4, 2018) (on file with the Midwest Regional Office).

⁴⁰ Law Enforcement Mutual Aid Agreement (October 16, 1996) (on file with the Midwest Regional Office).

⁴¹ Email from James Blittdorf, Attorney, Oneida Nation (June 8, 2016) (on file with the Midwest Regional Office).

Brown County has an executed service agreement with the Nation regarding delivery of services to tribal lands within the County. On May 29, 2008 (amended September 16, 2008 and June 29, 2010), the Oneida Nation and Brown County entered into a service agreement which includes cross-deputation for law enforcement and mutual aid secondary assistance in emergency services.

On March 9, 2009, the Nation and the City of Green Bay entered into a service agreement, which includes mutual aid for secondary assistance in law enforcement and emergency services. On September 10, 2015, the Oneida Nation received a request from the City of Green Bay to meet in order to negotiate a Service Agreement amendment.⁴² An amendment was not executed and the agreement was terminated by the City of Green Bay.⁴³ The city provided a list of services it currently provides to the property, including waste/recycling collection, snow removal, street maintenance, water/sewer, parks, policing, fire, inspections, and neighborhood services.⁴⁴ The City has stated that operating expenses will not be reduced regardless of ownership or trust status, since services are still required.⁴⁵

The City also states that "a piecemeal application of zoning restrictions results in disjointed neighborhoods..." and this is "counterproductive to... a cohesive community in the residential neighborhoods at issue here." The "checkerboard" pattern of jurisdiction, however, is an "awkward" but "familiar feature of American government," in fact, "federal facilities of all sorts, ranging from post offices to military bases, are scattered throughout the United States... a similar scatter is common throughout Indian Country."⁴⁶ The City's assertions concerning jurisdictional problems are insufficient to show that trust acquisition of this land would alter that pattern or worsen any existing problems with the pattern.⁴⁷

Since there is no change in land use, and the Nation has intergovernmental agreements in place to cover the provision of services to trust property, we do not foresee any jurisdictional problems or potential land use conflicts.

25 CFR § 151.10 (g) – Is the Bureau of Indian Affairs (BIA) equipped to discharge the additional responsibilities and duties resulting from the acquisition of this land in trust status.

The Great Lakes Agency, BIA has reviewed the trust application for the parcel of land identified as Debenedetto, and determined that it will be able to discharge the additional responsibilities

⁴² Letter from Cristina S. Danforth, Chairwoman, Oneida Tribe of Indians of Wisconsin, to Diane K. Rosen, Regional Director, BIA Midwest Regional Office (August 11, 2015) (on file with the Midwest Regional Office).

⁴³ Press Release, Oneida Nation, Service Agreement with Oneida Nation Terminated by the City of Green Bay Common Council (April 7, 2016) (on file with the Midwest Regional Office).

⁴⁴ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

⁴⁵ Letter from Mayor James J. Schmitt, City of Green Bay, to Scott Sufficool, Acting Regional Director, BIA, Midwest Regional Office (February 2, 2018) (on file with the Midwest Regional Office).

⁴⁶ *Oneida Tribe of Indians of Wis. v. Village of Hobart*, 732 F.3d 837, 839 (7th Cir. 2013).

⁴⁷ See *Ziebach County, South Dakota v. Acting Great Plains Regional Director, Bureau of Indian Affairs*, 38 IBIA 227, 231 (2002).

associated with the acceptance of land into trust.⁴⁸ The subject parcel is located in Brown County, Wisconsin, comprising of 0.289 acres. The following staff located at the Great Lakes Agency, are readily available to assist the Tribe in their proposed uses of the property:

- Four Realty Specialists in the Branch of Realty, who are responsible for the overall administration and protection of Indian Trust land Resources;
- Seven foresters in the Branch of Forestry, who are responsible for managing and protecting Reservation forests;
- Nine engineers/technicians in the Branch of Roads, who are responsible for the maintenance and construction of BIA roads and bridges to provide a safe and adequate transportation system to Indian Reservations;
- Two Fuels Management Specialists;
- One Environmental Protection Specialist.

In addition, there are realty specialists, foresters, road engineers/technicians, and environmental specialists in the Midwest Regional Office who are available for additional consultations and guidance in the overall protection and management of these lands.

Acceptance of this property in trust status will not impose any significant additional responsibilities or burdens upon BIA beyond those already inherent in the federal trusteeship over the existing trust lands.

25 CFR § 151.10 (h) – Environmental Hazards.⁴⁹

National Environmental Policy Act Compliance

No further compliance with NEPA is required. The BIA-Midwest Region Office (BIA-MRO) determined that no change in land use is anticipated; therefore, the DeBenedetto contemplated Fee-to-Trust acquisition will not have a significant effect on the quality of the human environment (individually or cumulatively) and neither an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required (40 CFR 1508.4; 43 CFR 46.205). A separate Categorical Exclusion (CE) was issued for the parcel January 14, 2016.

National Historic Preservation Act (NHPA) Compliance

No further compliance with NHPA is required. The BIA-MRO determined that the subject parcel trust acquisition does not have the potential to cause effects on historic properties [36 CFR 800.3 (a) (1)]. The BIA-MRO issued separate determinations for each parcel on January 14, 2016.

⁴⁸ Memo from Kim Bouchard, Superintendent, BIA Great Lakes Agency to Diane Rosen, Regional Director, BIA Midwest Regional Office, (January 31, 2017) (on file with the Midwest Regional Office)

⁴⁹ Memo from Martin Lorenzo, Environmental Protection Specialist, BIA, Midwest Regional Office (December 11, 2017) (on file with the Midwest Regional Office).

Endangered Species Act (ESA) Compliance

No further compliance with ESA is required. The Oneida Nation of Wisconsin sought concurrence from the US Fish and Wildlife Service (USFWS) for a "No Effect" determination for Threatened and Endangered Species on February 2016. BIA-MRO received formal notification of an March 14, 2016 letter from the USFWS Twin Cities Ecological Services Field Office issued to the Oneida Nation of Wisconsin identifying the proposed listing of the Northern long-eared bat (*Myotis septentrionalis*); requesting modifications to proposed activities to assure zero "take"; and offering to provide further consultation. The BIA-MRO determined that the DeBenedetto parcel trust acquisition supports a "No Effect" determination based on the intent of

602 DM 2 using ASTM International E 1527-13

Recognized Environmental Conditions (RECs) were not found on the DeBenedetto. This assertion is supported by the following assessments including: separate Initial Phase I Environmental Site Assessments (ESA) dated: 01/2016 (Initial), 06/2016 (Update 1), 01/2017 (Update 2), 08/2017 (Update 3) and 12/2017 (Update 4). In accordance with 602 DM 2, an additional pre-acquisition Phase I ESA will be completed within 180 days prior to the acquisition of title and acceptance into trust status.

Conclusion

Based on the foregoing, we issue notice of our intent to accept the DeBenedetto parcel into trust status. Title will vest in the United States of America in trust for the Oneida Nation, in accordance with Section 5 of the Indian Reorganization Act of 1934 (IRA), 25 U.S.C. § 5108, provided the Nation delivers marketable title to the properties in a manner as required in 25 CFR Part 151, Land Acquisition Regulations. In accordance with 25 CFR Part 151.13, we have requested an examination of the title evidence by the Office of the Field Solicitor, Bloomington, Minnesota, to determine whether title to the parcel is marketable. The subject parcel will not be accepted in trust until all identified title exceptions have been met.

Appeal Rights

Any party who wishes to seek judicial review of this decision must first exhaust administrative remedies. The Regional Director's decision may be appealed to the Interior Board of Indian Appeals (IBIA) in accordance with the regulations in 43 C.F.R. 4.310-4.340.

If you choose to appeal this decision, your notice of appeal to the IBIA must be signed by you or your attorney and must be either postmarked and mailed (if you use mail) or delivered (if you use another means of physical delivery, such as FedEx or UPS) to the IBIA within 30 days from the date of receipt of this decision. The regulations do not authorize filings by facsimile/fax or by electronic means. Your notice of appeal should clearly identify the decision

being appealed. You must send your original notice of appeal to the IBIA at the following address: Interior Board of Indian Appeals, Office of Hearings and Appeals, U.S. Department of the Interior, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203. You must send copies of your notice of appeal to (1) the Assistant Secretary - Indian Affairs, U.S. Department of the Interior, MS-4141-MIB, 1849 C Street N.W., Washington, D.C. 20240; (2) each interested party known to you; and (3) the Regional Director. Your notice of appeal sent to the IBIA must include a statement certifying that you have sent copies to these officials and interested parties and should identify them by names or titles and addresses. If you file a notice of appeal, the IBIA will notify you of further procedures. If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

If you have any questions regarding this matter, you may contact Russell Baker, Supervisory Realty Specialist, directly at (612) 725-4583.

Sincerely,

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke extending to the left.

ACTING

Regional Director

CC: BY CERTIFIED MAIL = RETURN RECEIPT REQUESTED:

Honorable Scott Walker
Governor of the State of Wisconsin
Post Office Box 7863
Madison, Wisconsin 53707-7863

91 7199 9991 7037 4866 3000

Office of the Executive
Brown County
Post Office Box 23600
Green Bay, Wisconsin 53707

91 7199 9991 7037 4866 2997

Office of the Mayor
City of Green Bay
100 North Jefferson Street Rm. 106
Green Bay, Wisconsin 54301-5026

91 7199 9991 7037 4866 2980

CC BY FIRST CLASS MAIL:

Jo Anne House, Chief Counsel
Oneida Law Office
N7210 Seminary Road
Post Office Box 109
Oneida, Wisconsin 54155

Patrick Pelky, (acting) Director
Division of Land Management
Oneida Nation
Post Office Box 365
Oneida, Wisconsin 54155

Superintendent, Great Lakes Agency
Bureau of Indian Affairs
916 West Lake Shore Drive
Ashland, Wisconsin 54806



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # Q.1.

To approve the adoption of a Territory Amendment to the Project Plan for Tax Incremental District Twelve (TID 12): I-43 Industrial Park.

BACKGROUND

In 2017, the RDA and City entered into a Development Agreement with Schwabe North America (d/b/a Erie Road Properties), to construct a new health food manufacturing facility of over seventy thousand (70,000) square feet at the southwest corner of Mason Street and Erie Road, along the eastern edge of the I-43 Business Center.

Part of the project includes 926 Erie Road (Tax Parcel 21-171), which was not included in the original boundaries for TID 12. The Developer is requesting that this parcel be added to the TID so that it may be combined with the adjacent parcel. This will allow the principal structure to be in compliance with City building and zoning codes.

RECOMMENDATION

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.

FISCAL IMPACT

The parcel will enter the TID with a base value of \$172,200.00. The Amendment does not change the TID closure date of 2025.

ATTACHMENTS

1. 6 - Fiscal - TID - TID 12 - 180925 - Project Plan Amended - Council
2. 6 - Fiscal - TID - TID 12 - 181002 - Report to JRB



City of Green Bay
Department of Community and Economic Development

Tax Incremental District Twelve (12)

I-43 Industrial Park

Amended **PROJECT PLAN**

City of Green Bay, Wisconsin September 25, 2018



Law Department

Vanessa R. Chavez
City Attorney

September 20, 2018

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 12
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for amending Tax Increment District No. 12, City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for amending the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan [§66.1105(4)(e), Wis. Stats.]. This hearing was held on September 10, 2018. Resolutions adopting the project plan and amending the District will be considered by the Common Council on the evening of September 25, 2018.

I have examined the amended project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats., and, in particular, it contains the following:

1. A statement listing the kind, number and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.1105(2)(f)1.k., Wis. Stats.
2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.

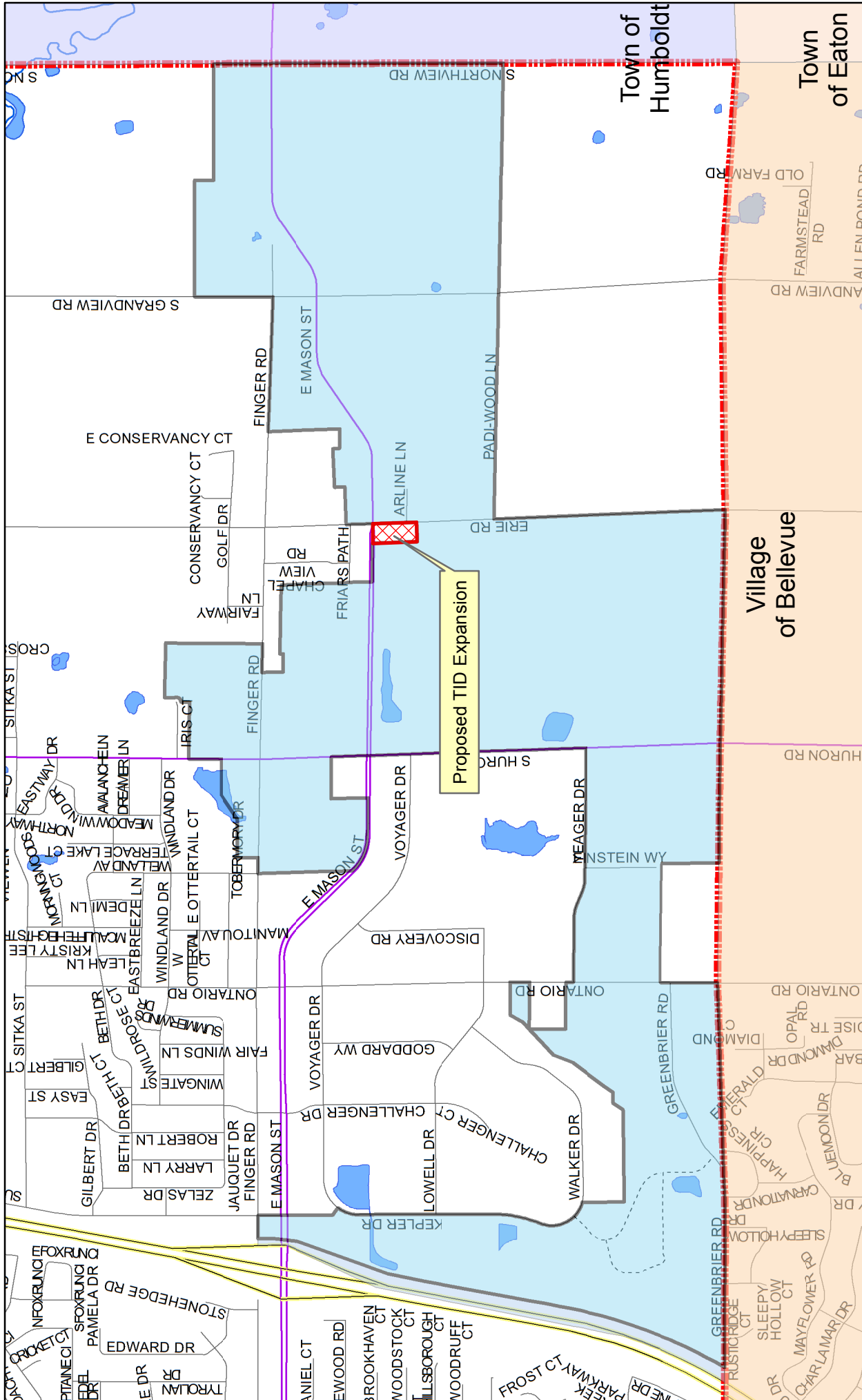
6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.
9. A statement relating to the proposed method for the relocation of any persons to be displaced.
10. A statement indicating how the District promotes the orderly development of the City.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vanessa R. Chavez', with a stylized, flowing script.

Vanessa R. Chavez
City Attorney



Green Bay Tax Increment Financing District 12 Territory Amendment

- | Tax Increment Finance District | Municipal Districts |
|--------------------------------|---------------------|
| Existing TID 12 | Town of Eaton |
| Proposed TID Expansion | Town of Humboldt |
| | Village of Bellevue |

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City is not responsible for any inaccuracies or unauthorized use of the information contained within.

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Introduction

The Expansion of the I-43 Business Park in addition to the new State Highway 54/57 Business Park will allow the City of Green Bay to more aggressively market itself for business start-ups, expansions, and relocations. The Green Bay Common Council adopted a Comprehensive Plan in the spring of 2003 that outlines the City of Green Bay's long-term strategy for growth. The acquisition of land along major transportation routes like I-43 and State Highways 54/57 will allow for orderly and efficient growth along the City's outer limits.

One of the primary tools used to accomplish the City's long-range development goals is Tax Incremental Finance (TIF). This Project Plan for Tax Incremental Financing District (TID) No. 12 is prepared in accordance with Wisconsin Statute 66.1105(4)(f) and describes in detail how the proposed projects will be implemented. Each public improvement proposed in the Project Plan encourages private investment. This will in turn help determine complimentary land uses, maximize property values, and create hundreds of good-paying jobs for individuals residing in and around the City of Green and ultimately benefit all of Brown County and northeastern Wisconsin.

Description of the Proposed District

I. Regional Location

The proposed Tax Increment Finance District No. 12 is located on the Eastern edge of the City of Green Bay. TID No. 12 is in an area with Finger Road bordering it to the North, Northview Road to the East, Greenbriar Road to the South, and I43 to the West. Map 1 shows where TID No. 12 is located within the City of Green Bay.

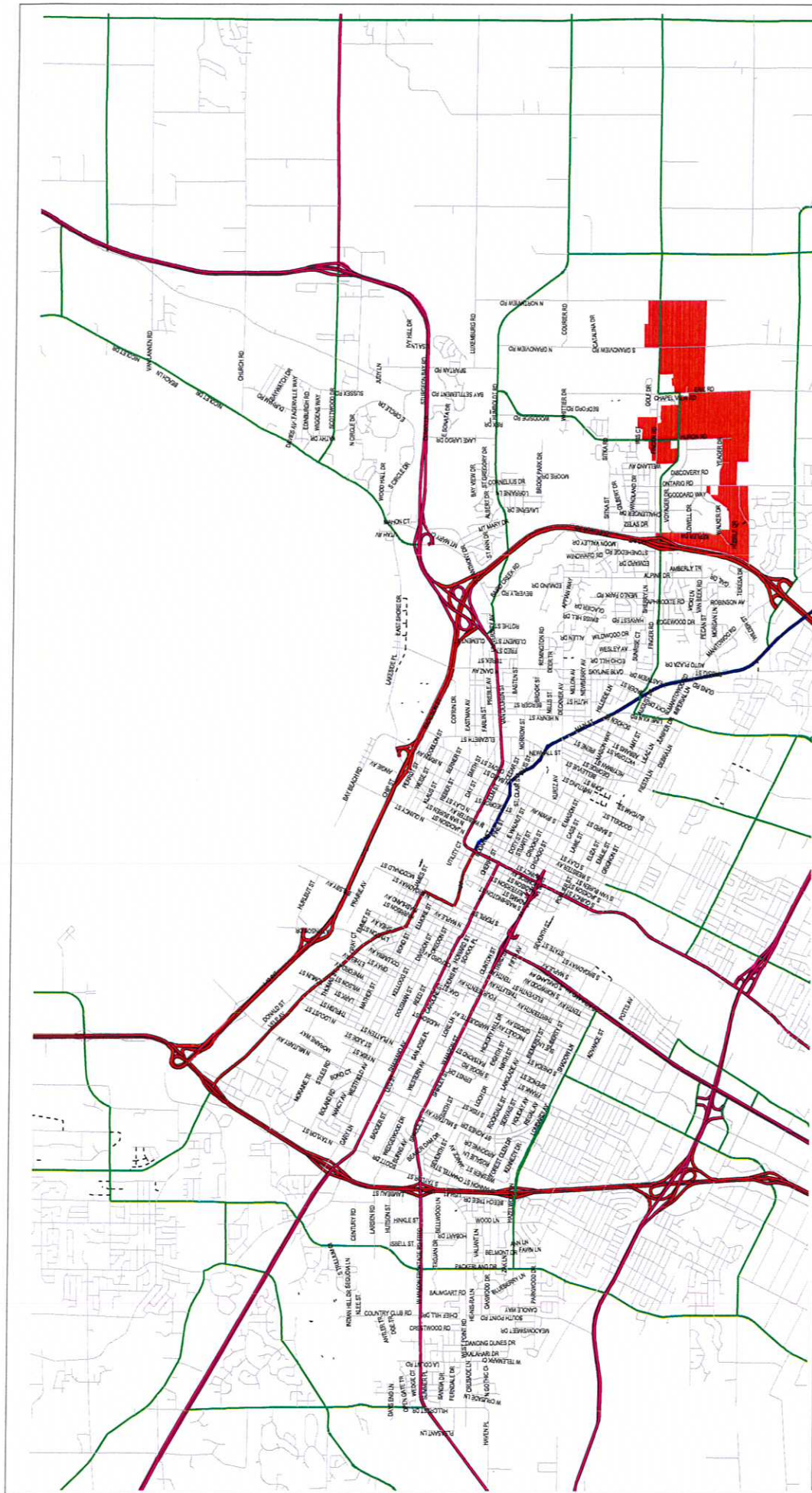
II. Tax Incremental District Boundary

The boundaries for TID No. 12 are provided on Map 2. The legal description for the District is included as Appendix "A."

III. General Make-Up

Containing 82 parcels and 937 acres, proposed TID No. 12 is comprised of all eight land uses residential; commercial; industrial; communications/utilities; governmental/institutional; parks and recreation; woodlands, wetlands, and undeveloped open spaces; and agriculture. Map 3 shows existing land use for the TID, and Map 4 illustrates the corresponding zoning. Approximately 50% of the acreage in TID No. 12 is zoned agriculture with the remaining land divided among the remaining seven land uses.

Appendix "B" provides a listing of the 82 parcels within TID No. 12 with parcel ID number, address, owner, land value, improvements, and total assessed value.

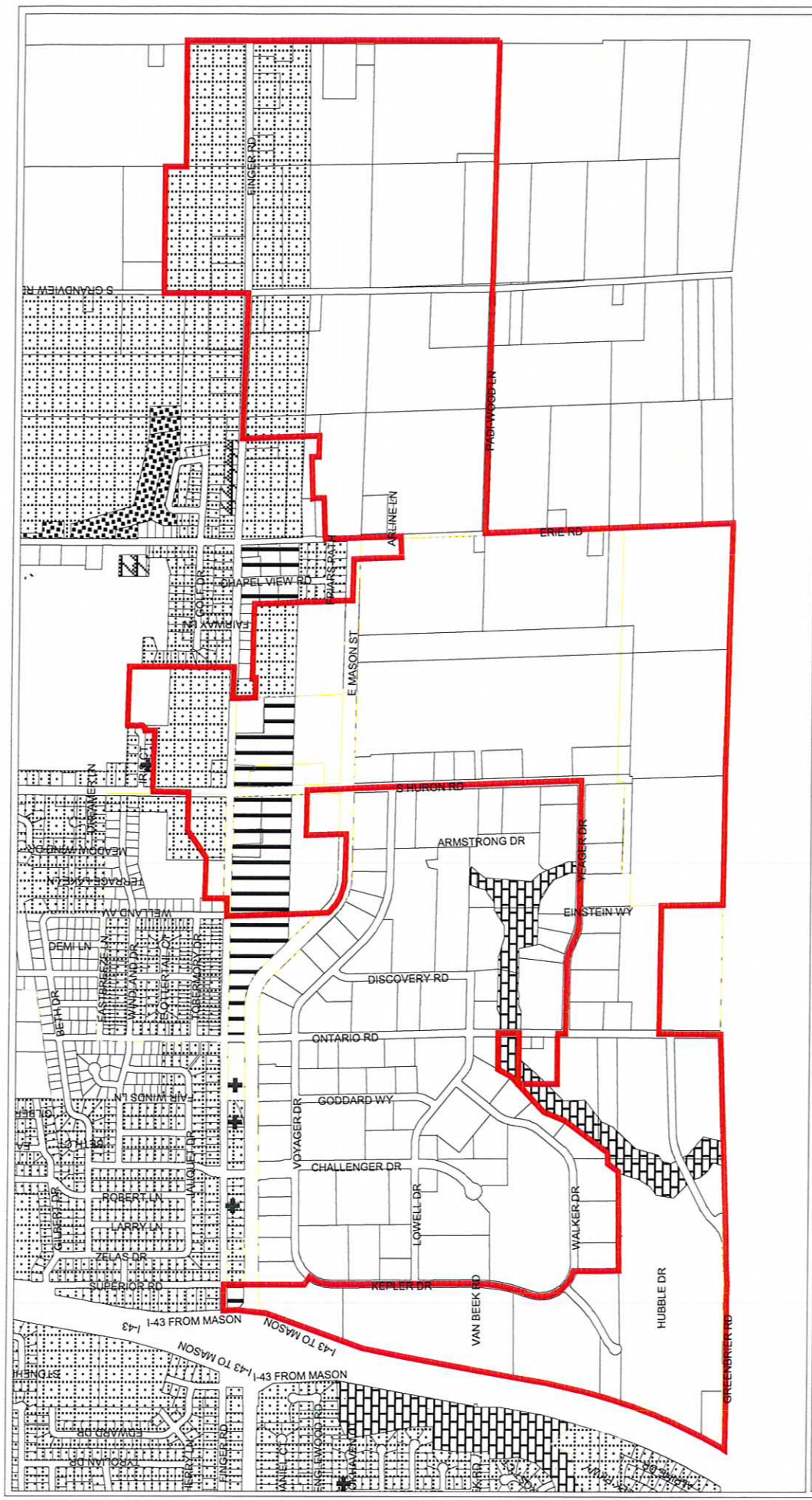


**City of Green Bay
I-43
Tax Increment Finance District 12
Map 1. Location**



Brown
County





- District Boundary

Conditional Use

Planned Commercial District

Planned Urban Residential District
- First Business

Conservancy

Parkway

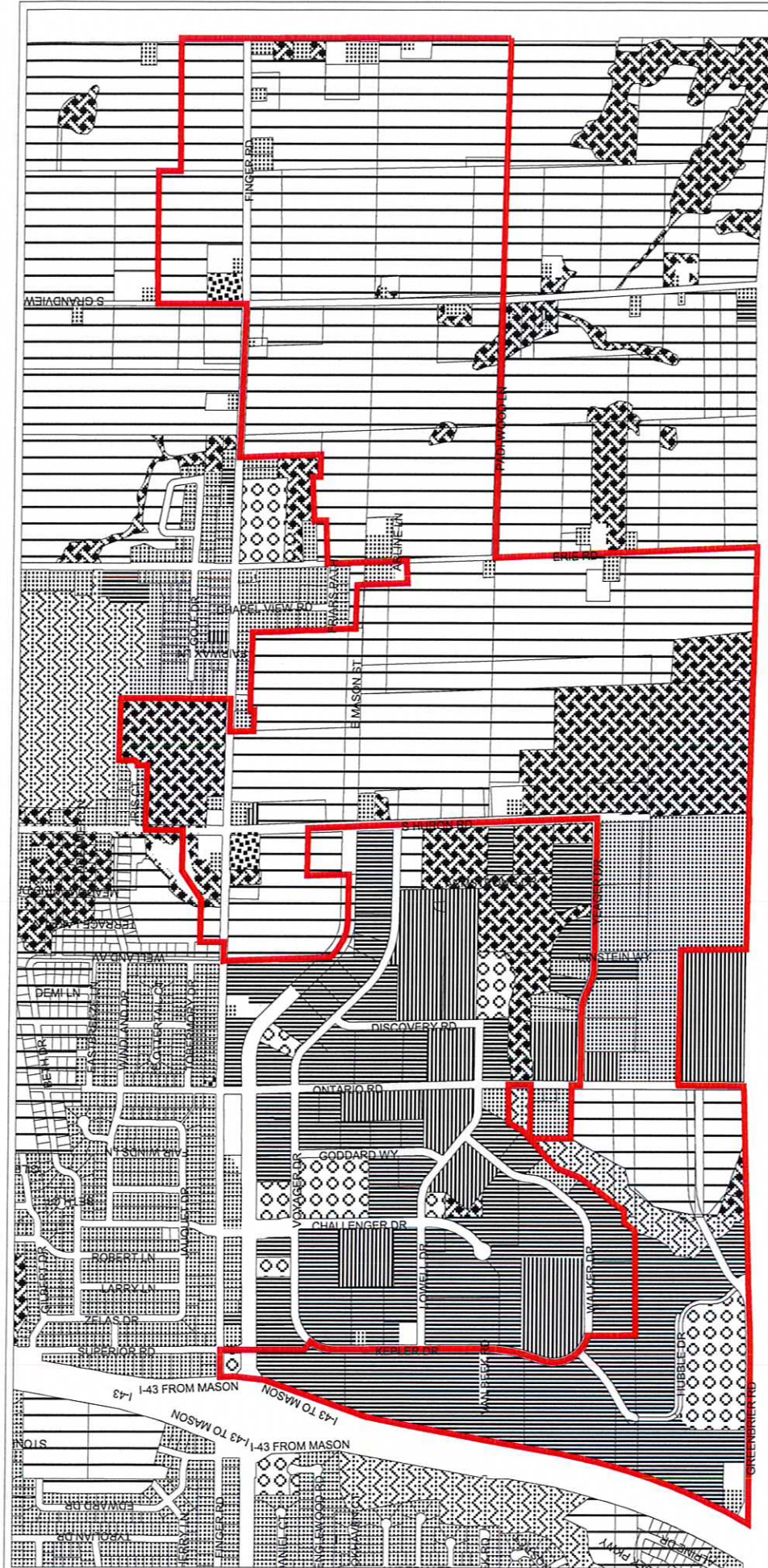
First Residential

Third Residential

Residential Park

City of Green Bay
I-43
Tax Increment Finance District 12
Map 3 Existing Zoning





City of Green Bay
I-43
Tax Increment Finance District 12
Map 4. Existing Land Use

District Boundary

Residential

Commercial

Industrial

Roads

Communications/Utilities

Governmental/Institutional

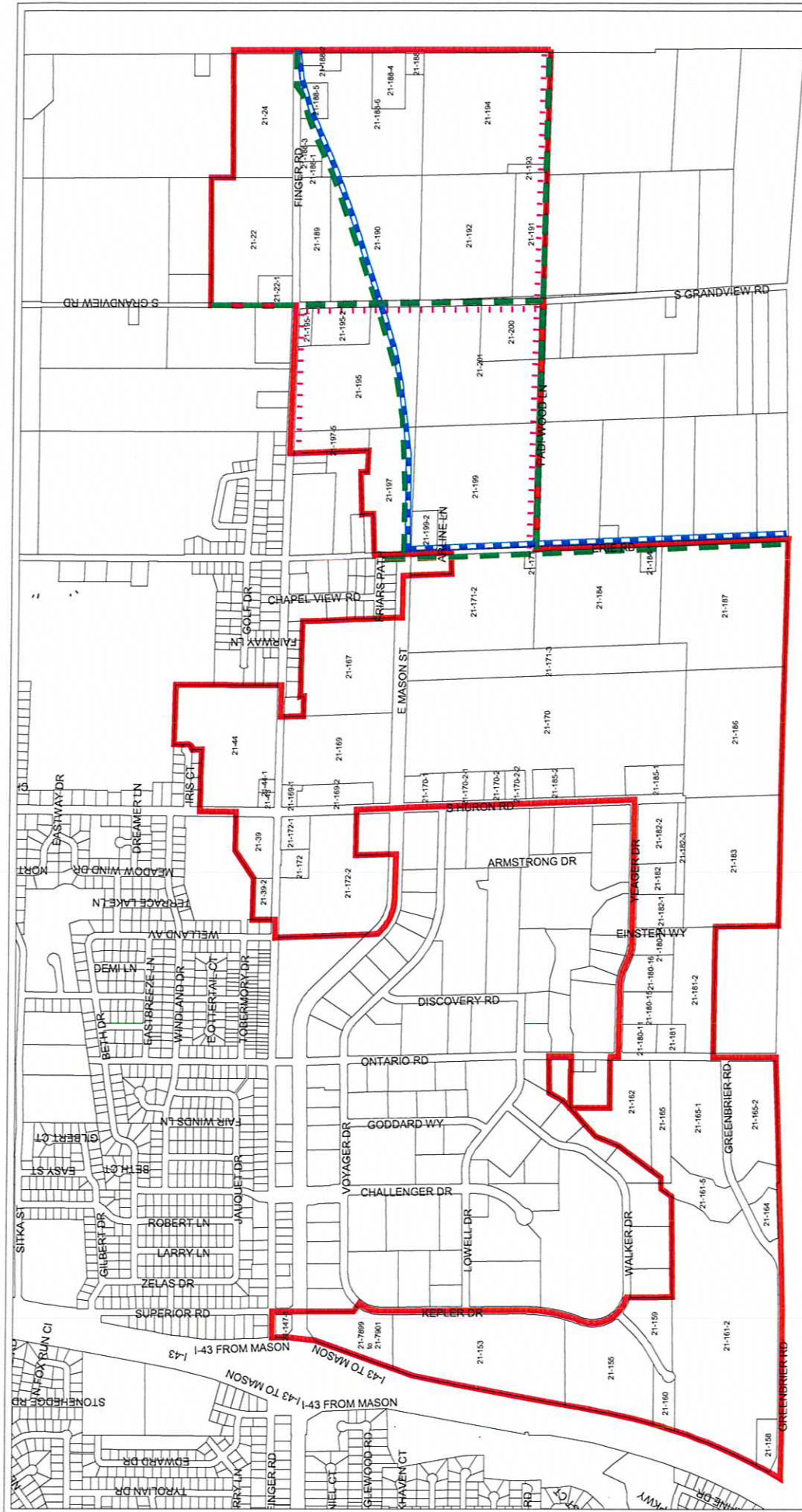
Parks and Recreation

Woodlands, Wetlands, Undeveloped Open Space

Agriculture

Land use data collected 2001





City of Green Bay

I-43

Tax Increment Finance District 12 Map 5. Projects

District Boundary

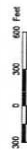
Projects*

Baird Creek South Branch Interceptor Sewer

Interceptor Sewer

Sanitary Sewer, Storm Sewer, Watermain, Street Paving,
Street Lighting and Street Trees

* See Text for Further Future Improvements



Project Plan

A. Statement listing the kind, number and location of all proposed public works or improvements.

Summarized below are the public works and related improvements proposed as part of TID No. 12. All the proposed improvements were given consideration in order to both maximize development possibilities and remedy the competing land uses in the district. Improvements will enhance the economic viability of the district and provide public amenities to beautify the overall commercial corridor.

Improvement #1: Interceptor Sewer

Locations: Erie Rd N. of Finger to Mason @ Grandview
Grandview, Mason to Van Beek
Van Beek, Erie to Northview

Improvement #2: Sanitary Sewer

Locations: Mason, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #3: Storm Sewer

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northbrook
Erie, Mason to City Limits
Undesignated future streets

Improvement #4: Water mains

Locations: Mason, Erie to Northbrook
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #5: Street Paving

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #6: Street Lighting

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #7: Trees

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #8: Traffic Lights

Locations: Ontario, Huron, Erie, and Grandview

Improvement #9: Detention Ponds

Locations: District-wide

Improvement #10: Storm water Management Study

Improvement #11: Signage

Locations: District-wide

Improvement #12: Right of Way Land Acquisition

Locations: A total of 30 acres district-wide

Improvement #13: Park Acquisition

Improvement #14: Loans and/or Grants to Businesses and Developers

Location: Loans and or grants made available to accomplish the objectives outlined in this plan district-wide

Improvement #15: District Administration, Promotion and Marketing Activities

Location: Promotion and marketing of the district in order to encourage additional investment and property tax growth district-wide.

B. Economic Feasibility

Background

Under Wisconsin State Statute 66.1105 Tax Increment Law, the property taxes paid each year on the increase in equalized value of the Tax Increment District may be used by the City to pay the costs of development projects for the District. The increase in value is determined by taking the District's current value and deducting the value in the District that existed when the District was created or base value. All would be taxes paid upon this incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs are called tax increments. State property taxes on the increment value must still be paid to the state.

All project expenditures must be made within twenty-two years of the creation of the Tax Increment District, and tax increments may be received until project costs are recovered for no longer than twenty-seven years, with a possible three-year extension.

Green Bay Market

The City of Green Bay has many advantages for businesses to expand or relocate to the City. Green Bay is the state's third largest city, located 114 miles north of Milwaukee, 204 miles north of Chicago and 280 miles east of Minneapolis.

Green Bay's population continues to grow and diversify showing a strong population growth in the 1990's. Population trends are reflective of the economic growth found in the region as the Green Bay MSA led the nation in percentage job growth in a May 2000 report from the US Department of Labor.

	<u>1990 Census</u>	<u>2000 Census</u>
Green Bay population	96,466	103,641
Green Bay MSA	194,594	215,040

Green Bay serves as the retail, commercial, educational, and medical center of northeastern Wisconsin and the upper peninsula of Michigan. The City is also the transportation hub of the region with excellent highway, air, rail, and port infrastructure.

TIF Capacity Analysis

Wisconsin statute 66.1105 (4) (gm) 4. c. establishes a limit on the equalized property value that may be located within all Tax Increment Districts (TIF Capacity). The method for determining that limit is defined in that statute. A municipality must meet this requirement. The City meets this requirement because the equalized value of all taxable property of TID 12 plus the value increment of all existing districts does not exceed 12 percent of the total equalized value of taxable property within the City. Using this method, the City of Green Bay capacity is as follows:

Tax Incremental Finance Capacity Analysis (January 2005)

Equalized Value of the City of Green Bay	\$5,925,533,200.00
TIF Maximum (12% of City Value)	\$ 711,063,984.00
Total Value within Existing TIDS 4,5,6, 7, 8, 9 & 10	\$ 205,881,400.00
Present Capacity for Future TIF Districts	\$ 505,182,584.00

Capacity for creation of a new Tax Increment Districts in the City of Green Bay is more than satisfactory to permit the creation of TID No.12.

Projection of Future Tax Increments

The TID Plan anticipates a number of projects being implemented over the first twenty-two years of the tax incremental financing life (see table 1). All projects will contribute, not only to stabilizing property values throughout the life of the TID, but by enhancing those same property values through the creation of a consistent and viable commercial district. Those stable and hopefully increasing values will ensure the growth of increments, which in turn will repay the debt generated to finance the public improvements.

To approximate future tax increments that are expected to be generated through the creation of a TID, planned private, assessable investment was estimated. This estimate is separated into two categories. The first is the primary TID Projects, which includes all planned projects expected to be completed within the eighteen-year timeline. Secondary TID Projects are those which will be implemented if additional new development occurs; therefore provide TID revenues capable of supporting additional TIF borrowing. The probability of the primary projects being completed is quite good. Some of the projects have been defined and developers have begun preliminary project design work. The secondary projects, while exciting, are a bit more speculative in nature and no specific developer has been identified. While the list of projects is comprehensive, it is by no means exclusive. Should additional development opportunities arise, the City may elect to conduct additional TIF funded activities within the District.

Primary TID Projects Only

The primary projects include a variety of infrastructure improvements that promote development of area for a number of commercial uses. Projected private investment will generate tax increment as follows:

Year	Value Date	District Valuation	Construction Increment	TID RATE	Tax Revenue
1	2005			\$22.50	\$0
2	2006		30,000,000	\$22.05	\$0
3	2007	\$30,000,000	43,800,000	\$21.61	\$0
4	2008	\$74,700,000	3,000,000	\$21.18	\$648,270
5	2009	\$79,941,000		\$20.75	\$1,614,192
6	2010	\$82,339,230		\$20.34	\$1,692,896
7	2011	\$84,809,407		\$19.93	\$1,708,809
8	2012	\$87,353,689		\$19.53	\$1,724,872
9	2013	\$89,974,300		\$19.14	\$1,741,086
10	2014	\$92,673,529		\$18.76	\$1,757,452
11	2015	\$95,453,735		\$18.38	\$1,773,972
12	2016	\$98,317,347		\$18.02	\$1,790,648
13	2017	\$101,266,867		\$17.66	\$1,807,480
14	2018	\$104,304,873		\$17.30	\$1,824,470
15	2019	\$107,434,019		\$16.96	\$1,841,620
16	2020	\$110,657,040		\$16.62	\$1,858,931
17	2021	\$113,976,751		\$16.29	\$1,876,405
18	2022	\$117,396,054		\$15.96	\$1,894,043
19	2023	\$120,917,935		\$15.64	\$1,911,847
20	2024	\$124,545,473		\$15.33	\$1,929,819
21	2025	\$128,281,837		\$15.02	\$1,947,959
22	2026	\$132,130,293		\$14.72	\$1,966,270
23	2027	\$136,094,201		\$14.43	\$1,984,753
24	2028	\$140,177,027		\$14.14	\$2,003,410

Appendix "C" provides a complete pro-forma spread sheet for the TID with the assumption that the Primary TID Projects are the only new development. Using the following assumptions, TIF should support the public expenditures required for this project and result in substantial development with the new commercial corridor.

TID Pro-Forma Assumptions:

1. Property tax revenues are expected to grow at a conservative rate.
2. The primary projects will add over \$50,000,000 in equalized value in the next 7 years, which in turn will generate the tax increment.
3. Total tax increment assumes a total tax levy of \$22.21 per \$1000 of assessed value, decreasing by 2% every year.
4. Bond Interest is estimated between 4%-6%.

Table 1
TID No. 12 & Public Investment Summary July 2005

<u>Project</u>	<u>Location</u>	<u>TIF Cost</u>	<u>Projected Date</u>
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Sanitary Sewer)	Map 5	\$1,950,000	2005-2010
Infrastructure (Storm Sewer)	Map 5	\$2,795,000	2005-2010
Infrastructure (Water mains)	Map 5	\$1,935,000	2005-2010
Infrastructure (Street Paving)	Map 5	\$6,300,000	2005-2010
Infrastructure (Street Lighting)	Map 5	\$107,500	2005-2010
Beautification (Trees)	Map 5	\$64,500	Ongoing
Infrastructure (Traffic Signals)		\$400,000	Ongoing
Infrastructure (Detention Ponds)		\$1,750,000	Ongoing
Storm Management Study		\$50,000	Ongoing
Signage		\$250,000	Ongoing
ROW Acquisition		\$1,500,000	Ongoing
Park Acquisition		\$500,000	Ongoing
Promotion/ Marketing		\$500,000.00	Ongoing

Property Acquisition Site Prep. Parcel Assemblage	Map 5	\$5,000,000.00	Ongoing
Loans/ Grants	Map 5	\$1,000,000.00	Ongoing
Project Total		\$26,852,000	

***It is anticipated that positive cash balances will be applied to finance eligible project costs in addition to bonding.**

C. Description of the Methods of Financing All Estimated TID No. 12 Project Costs

The City may use a variety of financing methods to implement TID No. 12 projects including but not limited to lease-revenue bonds and general obligation bonds. Additionally, should grant opportunities be available the City may apply for such assistance in order to reduce public borrowing and allow for a rapid closeout of TID 12.

The amounts and time frames for borrowing could vary depending on rate and type of development. Projected tax revenue pro-forma from TID No. 12 is outlined in Appendix C. The amount of interest paid on money borrowed can be somewhat estimated, thus the interest rates used in the proforma are the best current estimates available. The total interest is based on a repayment scheduled to end 24 years after inception of the District. Appendix C indicates the TID would close in year 23 (which included the potential 3-year extension) without the generation of any other increment. Total interest costs are projections only. Should conditions warrant during the life of the TID No. 12, the City may opt to refinance the outstanding debt issued to better take advantage of lower interest rates.

The spreadsheet in Appendix C assumes that public project costs are financed through the issuance of bonds and positive TID balances. Not included in the calculations were additional income sources that could be generated through the course of the project, including lease payments and land sale revenues. If these revenues are realized, the City might elect to use this revenue to fund other identified projects, reduce borrowing or pay portions of the TID related debt for the City.

Interest earnings from the available cash balances will be credited to the district each year based on the City's existing method of interest allocation.

Financial audits will be done in accordance with Wisconsin State Statutes, Section 66.46 and all other applicable sections.

As can be reasonably determined from the data contained in Appendix C, the District will be sufficiently funded to pay off debt balances before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with State Statutes.

D. Detailed Listing of Project Costs

Table 1 provided a listing of the estimated public improvement costs in July 2005 dollars. Project locations may be found on Map 5. It is anticipated that the City may elect to expend funds each year for the first eighteen years (includes possible 3-year extension) on project administration, which could include salaries and fringe benefits, management, maintenance and marketing of the TID, bond issuance related expenses, loans and/or grants to business, as well as donation of surplus revenue to TIDs 4,5,6,7,8,10, 11 and 13.

E. Promotion of Orderly Growth

The Tax Increment District No. 12 has been developed in compliance with a number of planning documents that have been prepared to guide orderly development within the City of Green Bay and surrounding Brown County. The Green Bay Comprehensive Plan was updated in 2003 and the proposed TID No. 12 area was targeted for development. Additionally the Brown County "Comprehensive land Use/Transportation Plan: 2020" identifies issues crucial to traffic patterns in the area. Many documents have been reviewed and multiple sources of inputs were heard when drafting the City's Draft Comprehensive Land Use Plan these voices were incorporated in this TID Plan. TID No. 12 promotes orderly and consistent growth.

F. Proposed Changes of Zoning Ordinances, Master Plans, Official Map, Building Codes and City Ordinances

The regulatory documents reviewed with respect to the projects proposed within the TID No. 12 Project Plan are as follows: *1-Master Plan; 2-Official Map; 3-Zoning Codes; and 4-Building Codes*. Summarized below are the findings.

Master Plan

The City of Green Bay updated its Comprehensive Plan in 2003. The planned land uses in TID No.12 are consistent with existing planning documents and have been incorporated into future planning documents. In addition, the 1996 Brown County Land Use and Transportation Plan has been complimentary to the City's adopted Comprehensive plans.

Official Map

All streets included in the TID No. 12 Project Plan area are included on the official Map for the City of Green Bay as adopted subdivisions. No major changes are expected. However, if projects warrant a change, the City will take the required procedural actions to review such amendments.

Zoning

The area found within the boundaries of TID No. 12 will require the designation of more than one Planned Commercial Development (PCD overlay) District. The PCD Overlay district may include the following:

1. This PCD is to be used to identify non-residential uses only.
2. Future non-residential development uses shall be governed by PCD Districts to be established on a project-by-project basis.
3. Non-residential development not specifically identified in any Comprehensive plan, may be approved pursuant to existing zoning regulations, after review by the Planning Director.
4. Residential development will be regulated by existing zoning regulations for those uses.
5. Lot area, density, setback, parking and similar requirements shall be regulated pursuant to existing zoning regulations unless specifically addressed within a project plan as part of a PCD.

Building Codes

Building codes for the City of Green Bay will not be changed to accommodate TID No. 12 projects.

G. Non-Project Costs

In the event that TID No. 12 demonstrates it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all-eligible costs in other municipal redevelopment TIDs, the district may become a donor TID for TIDs 4,5,6,7,8, 10, 11 and 13.

Proposed Method for Relocation of Any Persons to be Displaced

The City of Green Bay will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property a direct result of eminent domain proceedings commenced by the City of Green Bay against the subject property. Relocation services will be provided by the City of Green Bay's acquisition/relocation specialists with funds provided through TIF, the City of Green Bay or the City of Green Bay Redevelopment Authority.

DESCRIPTION OF TID No. 12

That part of Sections 1, 2, 10, 11, and 12, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Beginning at the southeast corner of Section 1; thence N00°-16'-11" W, 664.68 feet along the east line of said Section 1; a point on the easterly extension of the north line of Brown County Document Number 911020 as recorded in Jacket 2940, Image 35;

thence S89°-46'-55" W, 1338.98 feet along the north line of said Document Number 911020 and extension thereof to the northwest corner of said Document Number 911020;

thence N00°-04'-03" W, 222.71 feet along the east line of Brown County Document Number 2074594 to the northeast corner of said Document Number 2074594;

thence S89°-49'-54" W, 1338.19 feet along the north line of said Document Number 2074594 and the extension thereof to a point on the north – south $\frac{1}{4}$ line of said Section 1;

thence S00°-07'-58" W, 895.51 feet along said north – south $\frac{1}{4}$ line of Section 1 to the south $\frac{1}{4}$ corner of said Section 1;

thence N88°-04'-43" W, 1551.45 feet along the north line of the northwest $\frac{1}{4}$, Section 12 to a point on the northerly extension of the east line of the lands described in Brown County Document Number 1392571 recorded as Jacket 22808, Image 53;

thence S02°-08'-24" E, 826.92 feet along the east line of said Document Number 1392571 and the extension thereof to a point on the north line of Brown County Document Number 2177356;

thence N88°-04'-18" W, 223.59 feet along the north line of said Document Number 2177356;

thence N02°-08'-24" W, 72.72 feet along said Document Number 2177356;

thence S87°-53'-31" W, 442.51 feet along said north line of Document Number 2177356 to a point on the east line of Lot 1, Brown County Certified Survey Map Number 4648 as recorded in Volume 29 of Certified Survey Maps page 393;

thence S02°-06'-29" E, 120.00 feet along said east line of Lot 1, Certified Survey Map Number 4648 and the extension thereof;

thence S87°-53'-31" W, 435.60 feet along the north line of said Document Number 2177356 and the extension thereof to a point on the west line of said Section 12;

thence S02°-06'-29" E, 807.77 feet along said west line of Section 12 to a point on the easterly extension of the south line of Brown County Document Number 1011253 recorded as Jacket 7595, Image 25;

thence S87°-53'-31" W, 225.00 feet along the south line of said Document Number 1011253 and the extension thereof to the southwest corner of said Document Number 1011253;

thence N02°-03'-48" W, 512.50 feet along the west line of said Document Number 1011253 and the northerly extension thereof to a point on the centerline of East Mason Street;

thence N88°-57'-03" W, 441.79 feet along said centerline of East Mason Street to a point on the southerly extension of the west line of the plat Chapel View;

thence N02°-05'-43" W, 1045.50 feet along said west line of Chapel View and the extension thereof to the southeast corner of Lot 7 White Tail Run Estates;

thence N88°-45'-44" W, 791.56 feet along the south line of said White Tail Run Estates to the southwest corner of Lot 1, White Tail Run Estates, said southwest corner of Lot 1 also being a point on the east line of the north 241 feet of the west 208 feet of the east $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$, said Section 11;

thence S02°-04'-39" E, 40.65 feet to the southeast corner of said north 241 feet of the west 208 feet;

thence N88°-45'-52" W, 208.44 feet to the southwest corner of said north 241 feet of the west 208 feet;

thence N02°-04'-47" W, 241.00 feet along the west line of said north 241 feet of the west 208 feet and the northerly extension thereof to a point on the south line of said Section 2;

thence S88°-45'-44" E, 333.37 feet along the south line of said Section 2 to the southeast corner of the southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$ said Section 2;

thence N00°-20'-35" E, 1110.17 feet along the east line of said southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$, Section 2 to the northeast corner of the lands described in Brown County Document Number 2162276;

thence N88°-34'-56" W, 628.55 feet along the north line of said Document Number 2162276 to the northeast corner of Lot 4, Brown County Certified Survey Map Number 4821 as recorded in Volume 31 of Certified Survey Maps page 75;

thence S00°-34'-56" W, 111.25 feet along the east line of said Lot 4 to the southeast corner of said Lot 4;

thence southwesterly along the easterly terminus of Iris Court along the arc of a 55-foot radius non-tangent curve to the left, said curve having a chord which bears S32°-50'-01" W, 93.69 feet to the northeast corner of Iris Court Condo's;

thence S00°-34'-56" W, 100.00 feet along the east line of Iris Court Condo's to the southeast corner of said Iris Court Condo's, also being a point on the north line of the lands described in Brown County Document Number 2162276;

thence N88°-45'-52" W, 650.00 feet along said north line of Document Number 2162276 and the extension thereof to a point on the north – south ¼ line of said Section 2;

thence S00°-34'-56" W, 821.00 feet along said north – south ¼ line of Section 2 to the north ¼ corner of said Section 11;

thence S02°-03'-27" E, 3754.72 feet along the north – south ¼ line of Section 11 to the intersection with the centerline of Yeager Drive;

thence N89°-22'-15" W, 1498.99 feet along said centerline of Yeager Drive;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the right 157.35 feet, said curve having a chord which bears N78°-22'-36" W, 156.38 feet;

thence continuing along said centerline of Yeager Drive N67°-22'-56" W, 156.81 feet;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the left 156.52 feet, said curve having a chord which bears N78°-19'-07" W, 155.57 feet;

thence continuing along said centerline of Yeager Drive N89°-15'-17" W, 746.75 feet to a point on the west line of said Section 11;

thence N00°-14'-19" E, 84.56 feet along said west line of Section 11 to a point on the easterly extension of the south line of Lot 1, Brown County Certified Survey Map Number 2251 as recorded in Volume 10 of Certified Survey Maps page 169;

thence N89°-45'-50" W, 539.05 feet along said south line of Lot 1 of Certified Survey Map Number 2251 and the extension thereof to the southwest corner of said Lot 1;

thence N00°-14'-10" E, 415.00 feet along the west line of said Lot 1 to the northwest corner of said Lot 1;

thence S89°-45'-50" E, 374.00 feet along the north line of said Lot 1 to the northeast corner of said Lot 1;

thence S00°-14'-10" W, 2.78 feet along the east line of said Lot 1 to the northwest corner of the south 132 feet of the north 622 feet of the east 165 feet of the northeast ¼ - southeast ¼, said Section 10;

thence S89°-45'-50" E, 165.06 feet along the north line of said south 132 feet of the north 622 feet of the east 165 feet to a point on the east line of said Section 10;

thence N00°-14'-19" E, 227.69 feet along said east line of Section 10 to a point on the easterly extension of the south line of Lot 2, Certified Survey Map Number 4650 as recorded in Volume 30 of Certified Survey Maps page 1;

thence S89°-18'-12" W, 383.85 feet along the south line of said Lot 2 Certified Survey Map Number 4650 to the southwest corner of said Lot 2;

thence S29°-03'-44" W, 163.87 feet along the southeasterly line of Lot 1 said Certified Survey Map Number 4650 to the south corner of said Lot 1;

thence S47°-21'-11" W, 512.61 feet along the southeasterly line of Lot 1, Certified Survey Map Number 4336 and the northerly extension thereof and along the southeasterly line of Lot 2, Certified Survey Map Number 5258;

thence continuing along said southeast line of Lot 2, Certified Survey Map Number 5258 S21°-16'-41" W, 241.58 feet;

thence continuing along the southeasterly line of Lots 1 and 2 of said Certified Survey Map Number 5258 S36°-28'-41" W, 577.54 feet;

thence S88°-43'-02" W, 120.48 feet along the south line of Lot 1 said Certified Survey Map Number 5258 and Lot 1 of Certified Survey Map Number 6790;

thence S35°-13'-30" W, 133.88 feet along the south line of said Lot 1 Certified Survey Map Number 6790 to the northeast corner of Lot 1, Certified Survey Map Number 6067;

thence S89°-05'-37" W, 1058.26 feet along the north line of said Lot 1, Certified Survey Map Number 6067 and the north line of Lot 2, Certified Survey Map Number 5843 to the southeast corner of Lot 3, Certified Survey Map Number 5843;

thence N00°-22'-41" W, 486.08 feet along the east line of said Lot 3, Certified Survey Map Number 5843 and the extension thereof to a point on the centerline of Walker Drive;

thence northwesterly along the centerline of Walker Drive and Kepler Drive along the arc of a 360.00 foot radius non-tangent curve to the right 608.33 feet, said curve having a chord which bears N27°-03'-39" W, 538.49 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 1570.00 foot radius curve to the left, 573.11 feet said curve having a chord which bears N10°-31'-32" E, 589.59 feet to a point on the north – south ¼ line of said Section 10;

thence continuing along said centerline of Kepler Drive N00°-17'-49" W, 1506.23 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 400.00 foot radius curve to the right, 257.38 feet, said curve having a chord which bears N18°-08'-12" E, 252.97 feet;

thence N53°-26'-16" W, 102.49 feet;

thence N00°-17'-49" W, 481.92 feet along the east line of Lot 1, Certified Survey Map Number 5092 to a point on the southerly right-of-way of East Mason Street;

thence S89°-51'-10" E, 2.01 feet along said south right-of-way line of East Mason Street to a point on the north – south ¼ line of said Section 10;

thence N00°-17'-49" W, 375.18 feet along said north – south ¼ line to the north ¼ corner of said Section 10;

thence N89°-55'-11" W, 273.92 feet along the north line of said Section 10 to a point on the east right-of-way line of Interstate Highway 43, (I-43);

thence S02°-20'-56" E, 149.80 feet along said east line of I-43;

thence continuing along said east line of I-43, S06°-28'-06" W, 310.45 feet;

thence continuing along said east line of I-43, S19°-49'-34" W, 1096.38 feet;

thence continuing along said east line of I-43, S11°-32'-42" W, 500.10 feet;

thence continuing along said east line of I-43, S10°-23'-57" W, 1507.51 feet;

thence continuing along said east line of I-43 along the arc of a 5879.58 foot radius curve to the right, 2036.20 feet, said curve having a chord which bears S20°-19'-00" W, 2026.04 feet to a point on the south line of said Section 10;

thence S89°-48'-54" E, 1782.28 feet along said south line of Section 10 to the south ¼ corner of said Section 10;

thence continuing along said south line of Section 10, N88°-06'-50" E, 2641.10 feet to the southeast corner of said Section 10;

APPENDIX “F”
ALLOCATION AMENDMENT & ANNUAL FINANCIAL REPORT

ALLOCATION AMENDMENT

The purpose of the Allocation Amendment to TIF No. 12 is to allow for the financial contribution of \$4,000,000 in 2011 and \$1,000,000 in 2012 to TIF No. 13 for the purpose of property acquisition, demolition, and site preparation for new development per development agreement. According to the 2010 Annual TIF Financial Report, there is a strong fund balance of \$5,535,210. Of that balance, \$890,000 is reserved for undefined future City use. That leaves a remaining balance of \$4,645,210 available. The 2011 increment is \$775,000.

The Allocation Amendment allows for a 2011 transfer in the amount of \$4,000,000 leaving a surplus of \$645,210.

CITY OF GREEN BAY, WISCONSIN
ANNUAL REPORT
TAX INCREMENT FINANCE DISTRICT NO. 12 (I-43 BUSINESS PARK)
YEAR ENDED DECEMBER 31, 2010

Date District Created: January 1, 2005

Latest Possible Termination Date: December 31, 2027

Fund Balance January 1, 2010 \$ 4,884,909.12

Revenues:

Tax Increment	\$ 1,020,381.72	
Debt Proceeds	-	
Interest	70,392.01	
Other	<u>279,743.00</u>	
Total Revenue		<u>1,370,516.73</u>
Sub-Total		\$ 6,255,425.85

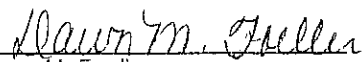
Expenditures:

Project Costs	\$ 444,149.97	
Debt Service	276,066.10	
Other	<u>-</u>	
Total Expenditures		<u>720,216.07</u>

Fund Balance December 31, 2010 \$ 5,535,209.78

Outstanding Debt Service:

Principal	\$ 3,515,540.00	
Interest	<u>1,897,257.76</u>	
Total	\$ 5,412,797.76	


Dawn M. Foeller
Finance Director / Comptroller



City of Green Bay
Department of Community and Economic Development

Appendix G: Allocation Amendment

Pursuant to Wis. Stats. §66.1105, the Joint Review Board (JRB) of the City of Green Bay desires to amend “Section G. Non-Project Costs” of the Project Plan of Tax Increment Finance District #12 (I-43 Commercial Development), adding an Allocation Amendment that includes the following language:

- 1) Allocate up to two hundred thousand dollars (\$200,000.00) to Tax Increment Finance District #6 (Near East Side / Navarino) in order to pay all outstanding and encumbered Project expenses necessary to terminate TID #6 in 2018.
- 2) Allocate up to three hundred and fifty thousand dollars (\$350,000.00) to Tax Increment Finance District #11 (Olde Main Street) in order to pay all outstanding and encumbered Project expenses necessary to terminate TID #11 in 2018.
- 3) Allocate up to one hundred and fifty thousand dollars (\$150,000.00) to Tax Increment Finance District #15 (Olde North) in order to pay all outstanding and encumbered Project expenses necessary to terminate TID #15 in 2018.

TID #12 was created in 2005 in order to develop the I-43 Business Center on the east side of Green Bay. The TID had a 2016 equalized value of \$229,458,600.00 in 2016 and the City estimates that TID #12 will gain another \$12,500,000.00 in incremental property value for the 2017 tax year. According to the 2016 TID Annual Report (PE-300), TID #12 had a fund balance of \$3,947,738.00, which is more than sufficient to cover \$700,000.00 in potential allocations to the aforementioned TID's.

No other amendments to the Project Plan are proposed at this time.



City of Green Bay
Department of Community and Economic Development

To: Members of the City of Green Bay Joint Review Board (JRB)
From: Kevin J. Vonck, Development Director
Re: Tax Incremental District Twelve (TID 12): I-43 Industrial Park

TID 12 is generally located on the eastern edge of the City of Green Bay, with Finger Road to the north, Northview Road to the east, Greenbrier Road to the south, and Interstate 43 to the west. TID 12 was created to facilitate an expansion of the I-43 Business Park, which allowed the City of Green Bay to more aggressively market itself for business start-ups, expansions, and relocations.

In 2017, the City and RDA entered into a Development Agreement with Erie Road Properties (d/b/a Nature's Way) to construct a new health food manufacturing facility of approximately seventy thousand (70,000) square feet. The project includes four (4) parcels: 926 Erie Rd, 1038 Erie Rd, 954 Erie Rd, and 1024 Erie Rd (Tax Parcels 21-171, 21-171-1, 21-171-2, and 21-171-4). 926 Erie Road

On July 17, 2018, the Common Council designated the Redevelopment Authority (RDA) to perform all acts necessary for the adoption of a Territory Amendment to the Project Plan for TID 12, which proposes the addition of 926 Erie Road (Tax Parcel 21-171), in order to move the Erie Road Properties project forward.

On September 6, 2018, The Joint Review Board (JRB) convened to elect a Chair, select a public member to the Board, and discuss the Territory Amendment to the Project Plan for TID 12.

On September 10, 2018, the RDA held a public hearing on the proposed creation of TID 12, where interested parties were afforded opportunity to express their views. A Class Two notice was also published in the Green Bay Press-Gazette. The Amended Plan was posted on the City website and a hard copy was made available for public review. At that meeting, the RDA recommended Common Council draft and adopt a resolution that establishes the new TID 12 Boundary and Amended TID 12 Project Plan.

On September 25, 2018, the Common Council passed a resolution that establishes the new TID 12 Boundary and adopts the Amended TID 12 Project Plan, effective January 1, 2018.

On October 4, 2018, the JRB will meet to approve or deny the proposal. The decision must be based on the following criteria:

1. *Would the desired development occur without tax increment financing?*
2. *Are the economic benefits of new development greater than the cost of improvements?*
3. *Are the economic benefits of new development greater than the tax increments to be paid by property owners in overlying districts?*

In accordance with Wis. Stats. §66.1105(4)(i), the local legislative body shall provide the JRB with the following information and projections:

1. *The specific items that constitute the project costs, the total dollar amount of these project costs to be paid with the tax increments, and the amount of tax increments to be generated over the life of the tax incremental district.*

The proposed Territory Amendment adds no additional project costs.

2. *The amount of the value increment when the project costs in subd. 1. are paid in full and the tax incremental district is terminated.*

The City estimates that the Erie Road Properties project will generate \$15,000,000.00 of new property value increment upon its termination.

3. *The reasons why the project costs in subd. 1. may not or should not be paid by the owners of property that benefits by improvements within the tax incremental district.*

That “but for” the creation of TID 12, the Erie Road Properties project, or further development projected to occur as detailed in this Plan would not occur in a timely manner, in a manner desired by the City, or at all.

That being said, TID 12 increment should not pay for project costs, specifically incentives (grants and loans), to a recipient that fails to demonstrate that “but for” the use of public funds, the development projected to occur as detailed in the Project Plan would not occur in the manner desired by the City.

4. *The share of the projected tax increments in subd. 1. estimated to be paid by the owners of taxable property in each of the taxing jurisdictions overlying the tax incremental district.*

The City estimates the 2017 combined tax levy to be allocated among the taxing jurisdictions as follows:

- 41% Green Bay Area Public Schools
- 37% City of Green Bay
- 18% Brown County
- 3% Northeast Wisconsin Technical College
- 1% State of Wisconsin

5. *The benefits that the owners of taxable property in the overlying taxing jurisdictions will receive to compensate them for their share of the projected tax increments in subd. 4.*

TID 12 enhances the community economic climate. As properties in the TID become more attractive in which to invest and conduct business, the amount of money circulating in the local market increases, which has a positive impact beyond the TID. When TID 12 has met all obligations and dissolves, the overlying taxing jurisdictions will receive additional revenue based on \$75,167,200.00 of value increment.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # Q.2.

To approve the creation of rehabilitation and conservation Tax Incremental District Twenty (TID 20): Whitney Park, and adopt the Project Plan.

BACKGROUND

See attached Project Plan.

RECOMMENDATION

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.

FISCAL IMPACT

The parcels in TID 20 currently have a cumulative base property value of \$4,837,400.00. The City estimates that upon closure in 2045, TID 20 will have a new property value of \$12,540,700.00, for an incremental property value of \$7,703,300.00.

ATTACHMENTS

1. 6 - Fiscal - TID - TID 20 - 180925 - Project Plan - Council
2. 6 - Fiscal - TID - TID 20 - 181002 - Report to JRB



City of Green Bay
Department of Community and Economic Development

Tax Incremental District Twenty (20)

Whitney Park

PROJECT PLAN

City of Green Bay, Wisconsin
September 25, 2018

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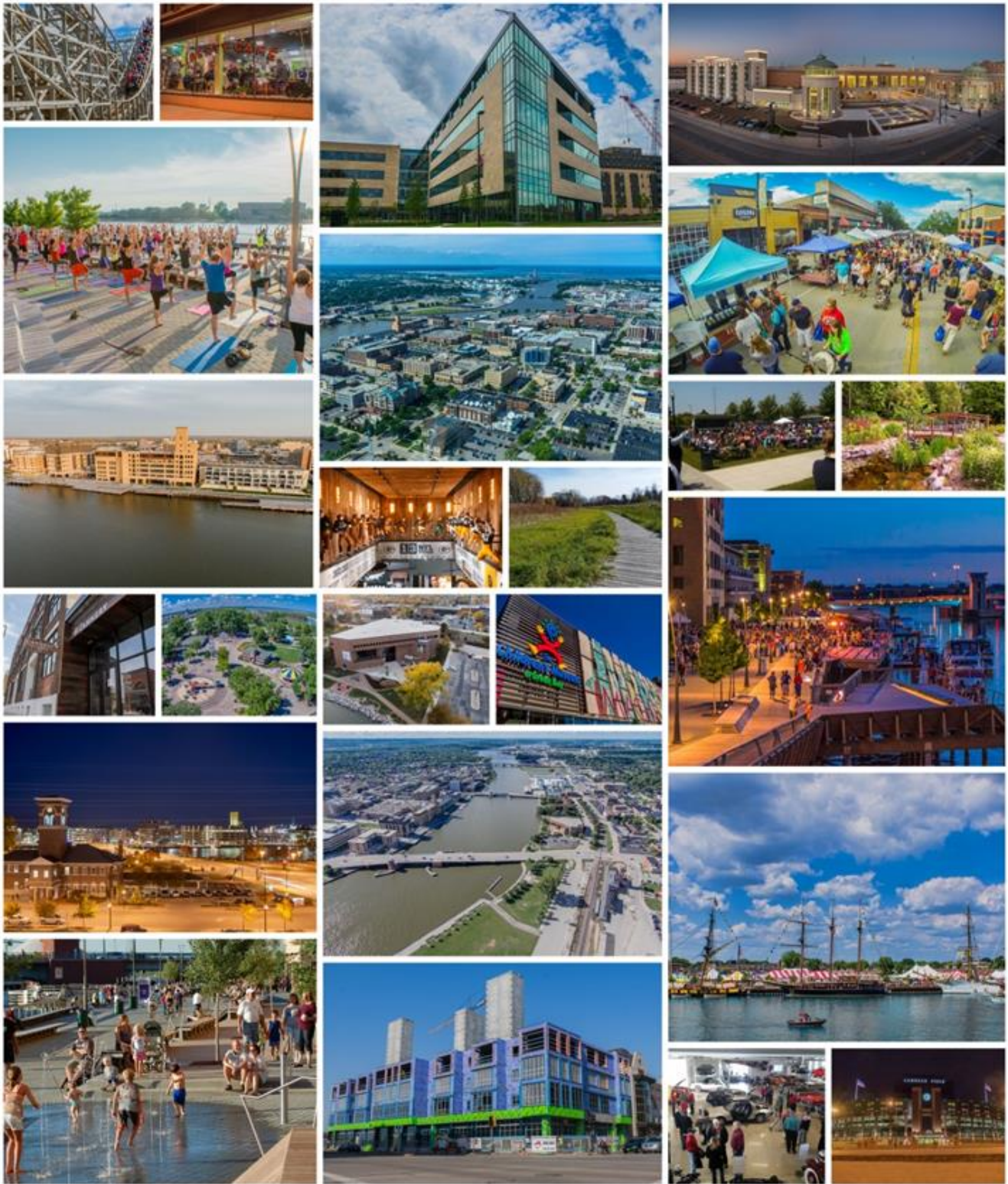
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Summary of Findings

As required by Wisconsin Statutes 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made for the City of Green Bay Tax Incremental District Number Twenty (TID 20):

1. That “but for” the creation of TID 20, the development projected to occur as detailed in this Plan would not occur in the manner desired by the City because of challenges associated with:
 - a. Additional costs associated with environmental cleanup and remediation; and
 - b. Additional costs associated with the rehabilitation of existing structures and parcels; and
 - c. Blighted parcels that deter private investment.
2. The equalized value of taxable property of TID 20 plus the value increment of all existing tax increment districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality.
3. 51.5%, by area (3.52 of the 6.834 total acres), of the real property within TID 20 is in need of rehabilitation or conservation work, thereby exceeding the fifty percent (50%) threshold as defined in Wisconsin Statutes 66.1337 (2m)(b).
4. The proposed activities in this Plan are in concurrence with Wisconsin Statutes 66.1337, which enable the City to conduct specific activities in a rehabilitation or conservation district; including:
 - a. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - b. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - c. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - d. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project.
5. The project costs in this Plan relate directly to rehabilitating or conserving parcels within TID 20 consistent with the purpose for which the District is created.
6. The economic benefits of TID 20, as measured by increased property value, employment, and (business and personal) income, more than compensate for the cost of the improvements.
7. The benefits of the proposal are greater than the anticipated tax increments to be paid by property owners in overlying taxing jurisdictions.
8. The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 20.
9. The TID 20 Project Plan is feasible and in conformity with the City Comprehensive Plan.
10. The City Attorney has signed an opinion (located in **Appendix A**) advising that this Project Plan is complete and complies with the law.



Description of the Proposed District

The City of Green Bay

The City of Green Bay is the economic hub of northeastern Wisconsin, and the flagship city of a combined metropolitan region of nearly 700,000 people. It is the “north star” in a chain of great cities, including Chicago and Milwaukee, which line the western shore of Lake Michigan. The City is in an excellent position to build on past success and flourish well into the future.

Demographically, the City and metropolitan region have sustained steady population growth over the last few decades. Population is projected to increase, primarily through natural growth. Inbound migration is primarily from adjacent counties and other parts of the state. The number and percentage of residents with at least a college degree has increased over the last decade.

As for commerce, the largest three industries are manufacturing, health care and social assistance, and retail trade. Employment continues to grow since the 2008 recession and is projected to increase. The City continues to be an employment magnet, with more employees coming in from other communities than residents leaving for employment elsewhere. The City continues to leverage the substantial assets and significant competitive advantage it has in its strongest traded industry clusters: agriculture and food processing; paper, packaging, and printing; advanced manufacturing; and transportation and logistics.

A robust transportation infrastructure provides excellent opportunities to move people and goods efficiently. Two interstate highways connect the City to Milwaukee, Chicago, and points south, while a four-lane state highway connects to St. Paul, Minneapolis, and points west. National, state, county, and local roads, along with several miles of pedestrian and bicycle facilities, provide sufficient mobility and access to points in between. Green Bay Metro Transit operates thirteen full-service bus routes, a handful of limited-service routes, and paratransit services that provide over a million and a half rides annually in the metro area. The Austin Straubel International Airport (GRB) serves more than 600,000 passengers and ships 310,000 pounds of freight cargo annually through forty daily flights operated by three commercial airlines and two fixed-based operators. The Port of Green Bay moves nearly two million metric tons of cargo through fourteen docks located along a three-mile stretch of the Fox River. Two rail carriers (one international and one regional) serve the Port and many industrial areas.

Programs that transform innovative ideas into viable businesses demonstrate a community commitment to helping entrepreneurs succeed. The Advance Business and Manufacturing Center, UWGB Small Business Development Center, NWTC Artisan and Business Center, and Brown County Culinary Kitchen have demonstrated success incubating businesses. Because entrepreneurs are highly likely to remain in the community in which they launched their company, the City continues to develop complementary programs that can accelerate and expand these startups into high-growth firms. Foreign Trade Zone #167 allows merchandise to be imported, assembled, and repackaged with other components without formal customs entry procedures or import duties.

The City offers residents a diverse range of housing options, with over forty neighborhood associations strengthening the community fabric. Award-winning public schools, reputable institutions of higher education (the University of Wisconsin-Green Bay and Northeastern Wisconsin Technical College), and low crime rates make the community an excellent choice to call home.

The City delivers ample opportunities for outdoor recreation through its seventy parks and trails, including Bay Beach Amusement Park and Wildlife Sanctuary, the City Deck (an urban boardwalk along the Fox River), the Green Bay Botanical Garden, and the Joannes Family and Resch Aquatic Centers. The City is also home to Lambeau Field and the Packers Hall of Fame.

The City hosts hundreds of cultural events, including those provided by local theatre organizations and civic symphony, at the Meyer Theatre, the Weidner Center for the Performing Arts, the ART Garage, and the recently-expanded KI Convention Center. The Neville Public Museum, the Children's Museum of Green Bay, the Automobile Gallery, and Hazelwood Historic House are also within the City.

Demographic, economic, and technological changes makes us more mobile than ever in terms of where we choose to live and build a career or a business. We encourage people to invest their resources in Green Bay by collaboratively creating and communicating that we are a community that offers both outstanding economic opportunities and a vibrant quality of life. As our region grows in population, so will our level of economic productivity and prosperity.

The District / Neighborhood



The Whitney Park neighborhood is directly east of the downtown central business district. It lies just south of the East River and Main Street (State Highway 141), an auto-oriented commercial corridor that runs east-to-west; and just west of Webster Avenue, a mixed-use corridor that runs north-to-south through the City.

The center of the neighborhood is Whitney Park, a two and one-half (2½)-acre public park with a shelter, playground equipment, band shell, and dog park. Created by Daniel Whitney as Whitney Commons in 1829, it is one of the older parks in the City. During the last few years, Downtown Green Bay (DGBI) and Olde Main Street (OMSI) have become increasingly active in programming events and activities in the park.

The neighborhood is a mix of commercial and residential uses. Most of the structures in the district are around one hundred (100) years old. Many have been razed and replaced by surface parking lots. Of those that remain, many are in need of improvement. Most residential homes have been subdivided into rental units. Widespread use of historic urban fill poses environmental challenges to redevelopment.

Tax Incremental District Number Twenty (TID 20)

Under Wisconsin Statutes 66.1105, the property taxes paid each year on the increase in equalized value of a TID may be used by the City to pay the costs of redevelopment projects within the TID. The incremental value is determined by taking the current value of the TID and deducting the value in the TID that existed when the TID was created. All taxes levied upon the incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs. Expenses may be incurred for the implementation for the approved project plan and completion of the project outlined therein up to five (5) years before the (not extended) maximum life of the TID.

TID 20 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and parcels, environmental cleanup and remediation, and a lack of amenities that encourage pedestrian and bicycle traffic. Of the 6.834 total acres of real property within TID 20, 3.52 acres, or 51.5 %, are in need of rehabilitation or conservation work.

Map 1 shows the location of TID 20 within the city, while **Map 2** shows its detailed boundaries. The legal description for TID 20 is attached as **Appendix B**. TID 20 has thirty-three (33) parcels totaling 9.024 acres: 6.834 acres of real property and 2.19 acres of public road right-of-way. **Table 1** and **Map 3** show the distribution of zoning categories, while **Table 2** and **Map 4** show the distribution of land uses. **Map 5** shows parcels in need of rehabilitation or conservation work. **Tables 4-6** describe anticipated projects and **Map 6** depicts said project locations.

Zoning	Acres	Percentage
Office Residential (OR)	3.239	35.89%
General Commercial (CI)	3.112	34.49%
Downtown One (DI)	0.483	5.35%
Road Right-of-Way	2.190	24.27%
TOTAL	9.024	100%

Table 1. Zoning distribution.

Land use	Acres	Percentage
Residential, Single-Family	1.796	19.90%
Commercial	2.159	23.93%
Vacant, Green	0.642	7.11%
Vacant, Parking	0.984	10.90%
Former Educational, Vacant Structure	1.253	13.89%
Road Right-of-Way	2.190	24.27%
TOTAL	9.024	100%

Table 2. Land use distribution.

In 2018, TID 20 had a combined assessment of \$4,837,400. This equates to \$ 707,843 per taxable acre or \$536,059 for taxable and non-taxable acres. **Appendix C** provides a listing of all parcels and assessed values within the TID.

TIF Capacity Analysis

Wisconsin Statutes 66.1105 (4)(gm)(4)(c), defines a limit on the equalized property value that may be located within municipal TID's. The equalized value of taxable property of the new district plus the value increment of all existing districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality. As shown in **Table 3**, the existing capacity in the City is more than satisfactory to permit the creation of TID 20, as the addition of TID 20 will only raise the percent of equalized value in TID's from 5.35% to 5.43%.

Measure	Amount as of January 1, 2018
Equalized value of the City of Green Bay	\$6,603,759,000
Total existing TID increment	\$353,507,500
Percent equalized value within total existing TID increment	5.35%
Equalized value of proposed TID 20 @ 100% estimated ratio	\$4,837,400
Total value for twelve percent (12%) test	\$358,344,900
New percent equalized value within TIDs, including TID 20	5.43%

Table 3. Tax increment finance capacity.

Project Costs

Specific Projects

The City may encumber funds to implement the following projects. This list is not meant to be a budget or an appropriation of funds for specific projects. All costs are estimates based on the best information available. The City reserves the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. All improvements are designed to be applied within the boundaries of TID 20, which can be seen on **Map 6**.

Improvement #1	Incentives: grants and loans
Details	money to offset project costs, including property acquisition, parcel assembly, site preparation, construction, and infrastructure (transportation, water, sewer, stormwater, utilities) on projects that eliminate blight, rehabilitate parcels, or conserve parcels
Purpose	provide a source of gap funding for projects on parcels with more development challenges (e.g. brownfields remediation)
Allocation	\$3,000,000.00
Disbursement	applied as needed, assistance preferred through an annual post-project reimbursement (i.e. PayGo); the amount of financial assistance in any given year shall not exceed eighty percent (80%) of the annual incremental taxes for the impacted parcels and the period over which the financial assistance shall be applied or disbursed shall not exceed twenty (20) years
Improvement #2	Infrastructure: pedestrian and bicycle
Details	sidewalks, paved trails, bicycle lanes, cycle tracks, and crossing improvements (e.g. medians, markings, signs, signals)
Purpose	attract more residents from adjacent neighborhoods to the area through enhancements that allow for people of all ages and abilities to travel by foot or bicycle through the corridor; specifically look at improvements to crossing Main Street (State Highway 141) and Webster Avenue
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; apply when funds can be leveraged through external grants through the Wisconsin Department of Transportation; a portion may be covered under a bond issue
Improvement #3	Infrastructure: stormwater
Details	filtration, infiltration, retention and detention facilities
Purpose	increase capacity for additional development and redevelopment
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; integrate public and private projects when possible to minimize costs; a portion may be covered under a bond issue

Improvement #4	Infrastructure: streets
Details	repair and reconstruct streets
Purpose	scheduled maintenance and replacement of streets
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; before applying, consider appropriateness of TID funds, wheel tax funds, and/or general levy funds

Improvement #5	Infrastructure: public space and amenities
Details	pocket parks, landscaping, wayfinding signs, banners, flags, public art, benches, bus stop enhancements, shelters, and other amenities deemed acceptable
Purpose	leverage existing assets to create a strong identity and brand for the district; foster a sense of attachment for local residents and businesses
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; apply under leadership of local businesses and residents after enough reserve funds have been accumulated

Improvement #6	Administration
Details	funds directed towards City staff for time used on marketing, research, analysis, and managing the TID, including contractual services for site-specific environmental investigations, and architectural, structural, and civil engineering
Purpose	cover administrative costs from the appropriate source
Allocation	\$1,000,000.00
Disbursement	annual payments through the life of the TID, with annual reductions to account for more work up front getting projects off the ground

Other Eligible Projects

The following is a general list of potential public works and other projects for which the City may encumber funds in conjunction with this Plan. This list is provided to provide options for projects that may not be identified at present, but may become necessary in the future. Again, the City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

- I. Property, right-of-way, and easement acquisition
 - a. Property acquisition for development or redevelopment
 - b. Property acquisition for conservancy
 - c. Acquisition of right-of-way
 - d. Acquisition of easements
 - e. Relocation costs
2. Site preparation activities
 - a. Environmental audits and remediation
 - b. Demolition
 - c. Site grading

3. Utilities
 - a. Sanitary sewer system improvements
 - b. Water system improvements
 - c. Stormwater management system improvements
 - d. Other utilities, including electric service, gas service, and communications infrastructure
4. Streets and streetscape
 - a. Street improvements
 - b. Streetscaping and landscaping
 - c. Pedestrian and bicycle infrastructure
 - d. Development incentives including grants and loans
5. Administrative costs, including those paid to the City or consultants for services rendered
6. Financing costs
7. Projects outside TID 20 provided that
 - a. The project area is located within the corporate boundary of the City of Green Bay; and
 - b. The Joint Review Board approves the project.

Economic Feasibility

This section demonstrates that the proposed TID 20 is economically feasible, given that:

1. The City expects to have cash available to pay for project costs as they are incurred or has the means to secure the necessary financing.
2. The City expects to complete the projects in one or more phases, and can adjust the timing of implementation as needed to coincide with the pace of private development.
3. The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects.

Financial audits will be done in accordance with Wisconsin Statutes 66.46.

Financing Methods

TID 20 will function primarily as a "pay as you go" TID, meaning the City will plan completion of projects based on the availability of increment, though it may also obtain funding in the form of:

1. Cash received from grants or other sources
2. Cash received from a "donor" TID with excess increment above and beyond its project costs
3. General obligation bonds or notes, so long as the principal amount of general obligation debt is not greater than five percent (5%) of its total equalized value (including increment values)
4. Notes issued to developers
5. Tax increment revenue bonds from the City Redevelopment Authority (RDA)
6. Lease revenue bonds from the RDA
7. Utility revenue bonds

Projected Property Tax Increment

The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects. **Map 6** depicts which areas are anticipated for developed activity. The City believes that there are three (3) major projects, with a high probability of being completed in the next few years (given preliminary discussions with interested parties), that will serve as catalysts for additional development within and surrounding the TID.

Redevelopment Site A: Whitney School. A developer intends to completely renovate the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities. The developer also intends to construct twelve (12) new two (2)-story residential townhomes along the perimeter of the property, surrounding a robust green courtyard in the center.

The project supports our community and economic development strategy because it adds new structures using latest codes; invests in a neighborhood with above-average police calls; reduces imperviousness, enhances the natural landscape, and encourages travel by foot, bicycle, and transit; interacts positively with adjacent properties, the neighborhood, and community; rehabilitates a historically-significant structure; expands the range of residential real estate products and housing choices.

Attribute	Land value	Improvement value	Total value	Annual property taxes
Current value			\$810,300.00	\$18,466.00
Estimated new value			\$5,140,000.00	\$116,960.00
Incremental value			\$4,329,700.00	\$98,494.00

Table 4. Projected increment for Site A.

Redevelopment Site B: Whitney Park Townhomes (Phase IV). A developer intends to complete a project, which includes the demolition of existing structures, followed by the construction of four (4) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) sq. ft. in size, with three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

The project aligns with our departmental vision of developing a community because it remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; and expands our range of residential and commercial real estate products.

Attribute	Land value	Improvement value	Total value	Annual property taxes
Current value			\$118,200.00	\$2,693.00
Estimated new value			\$846,000.00	\$19,280.00
Incremental value			\$727,800.00	\$16,587.00

Table 5. Projected increment for Site B.

Redevelopment Site C: Main Street Mixed-Use Development. A developer intends to complete a project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) sq. ft. of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it remediates environmental contamination from the parcel; enhances the physical landscape; includes high-performance design elements, mechanical systems, and interior finishes; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; and expands our range of residential and commercial real estate products.

Attribute	Land value	Improvement value	Total value	Annual property taxes
Current value			\$0.00	\$0.00
Estimated new value			\$2,300,000.00	\$52,417.00
Incremental value			\$2,300,000.00	\$52,417.00

Table 6. Projected increment for Site C.

Given the catalytic nature of these projects, there is good probability that additional redevelopment will occur, thus generating additional increment. Should this happen, City staff, along with the Common Council, will explore possibilities for additional public improvements beyond the scope of those mentioned herein.

TID 20 Pro Forma

The entire pro forma can be found in **Appendix D**, and is built on the following assumptions:

1. Development at the catalytic sites will be phased over multiple calendar years
2. New Increment is a conservative estimate of what can be created at each site
3. When New Increment is created in year one (1), it will be accounted for in an assessment in year two (2), and will be accounted for as revenue in year three (3)
4. The Property Tax Rate remains constant at \$22.79 per \$1,000 of assessed value
5. Incentives: PayGo expenditures are dependent on actual increment created
6. Infrastructure: Debt Service expenditures are payments for borrowing at an interest rate of four percent (4.0%)

The pro forma shows that TID 20 will be sufficiently funded to complete listed projects before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with Wisconsin Statutes.

Required Documentation

Relocation

The City will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property as a direct result of eminent domain proceedings commenced by the City against the subject property. Relocation services will be provided by City specialists with funds provided through TIF, the City or the City of Green Bay Redevelopment Authority.

Non-Project Costs

In the event that TID 20 demonstrates that it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all eligible costs in other municipal TIDs, the district may become a donor to other active TIDs.

Promotion of Orderly Growth

Land use development in the city is guided by the *Comprehensive Plan*, adopted by the Common Council in 2003. Development of the plan relied heavily on the participation of the citizens of the city. The plan is in compliance with the State of Wisconsin's Smart Growth requirements, and provides city leaders with a guide to use while assessing policy and development proposals.

This Project Plan for TID 20 is developed in compliance with these plans and general City policies in order to promote orderly and consistent growth. **Map 6** shows areas of pending redevelopment.

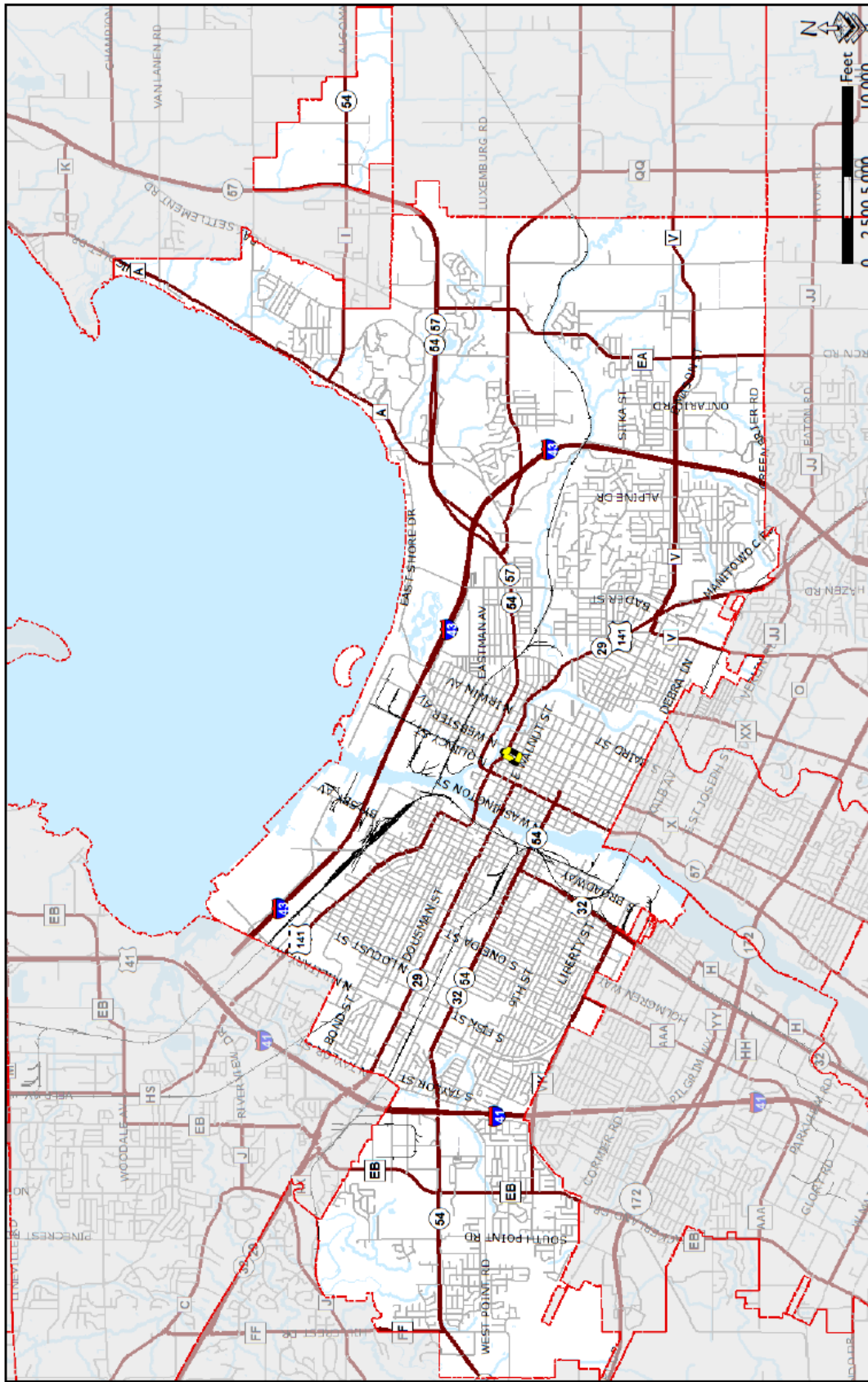
Proposed Changes to City Plans and Ordinances

Master Plan. The City updated its Comprehensive Plan in 2003. The planned uses in the TID 20 are consistent with existing planning documents and have been incorporated into future planning documents. This TID plan is also consistent with the implementation elements of the Authenticity Downtown Plan completed in 2014.

Official Map. All streets included in the TID 20 Plan area are included on the official Map for the City of Green Bay as adopted subdivisions.

Zoning. Several parcels within TID 20 may require a rezoning or the creation of Planned Unit Development (PUD). The zoning classifications and standards that will be used in the any zoning amendment will be consistent with the City Comprehensive Plan and the Authenticity Downtown Plan.

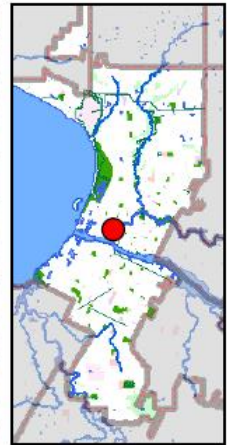
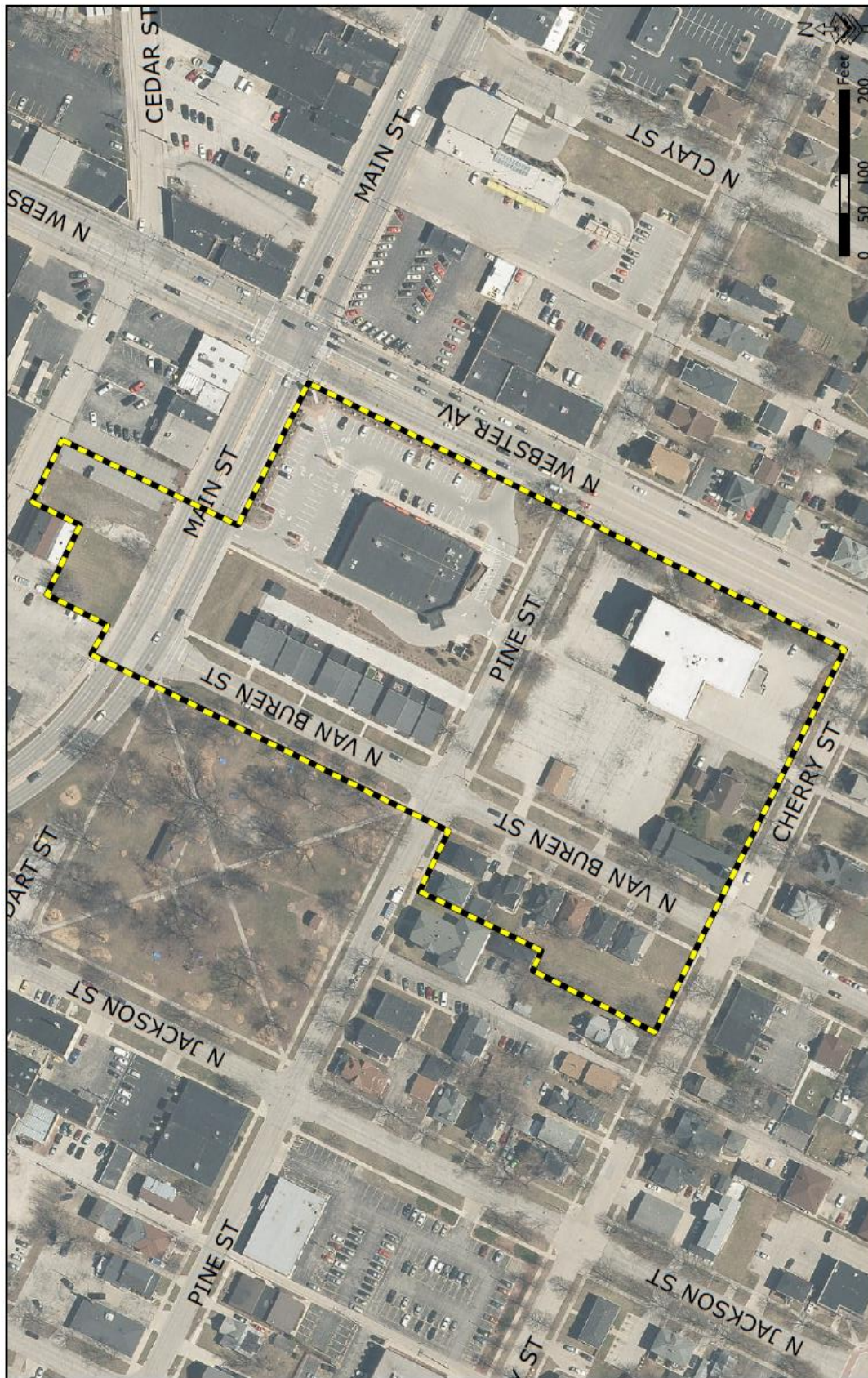
Building Codes. City building codes will not be changed to accommodate TID 20 activities.



TID 20 Map 1: Location in City of Green Bay



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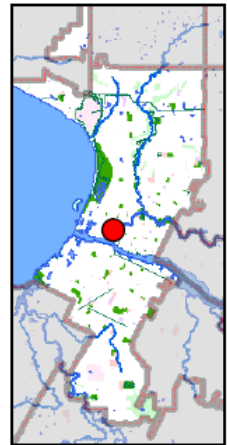
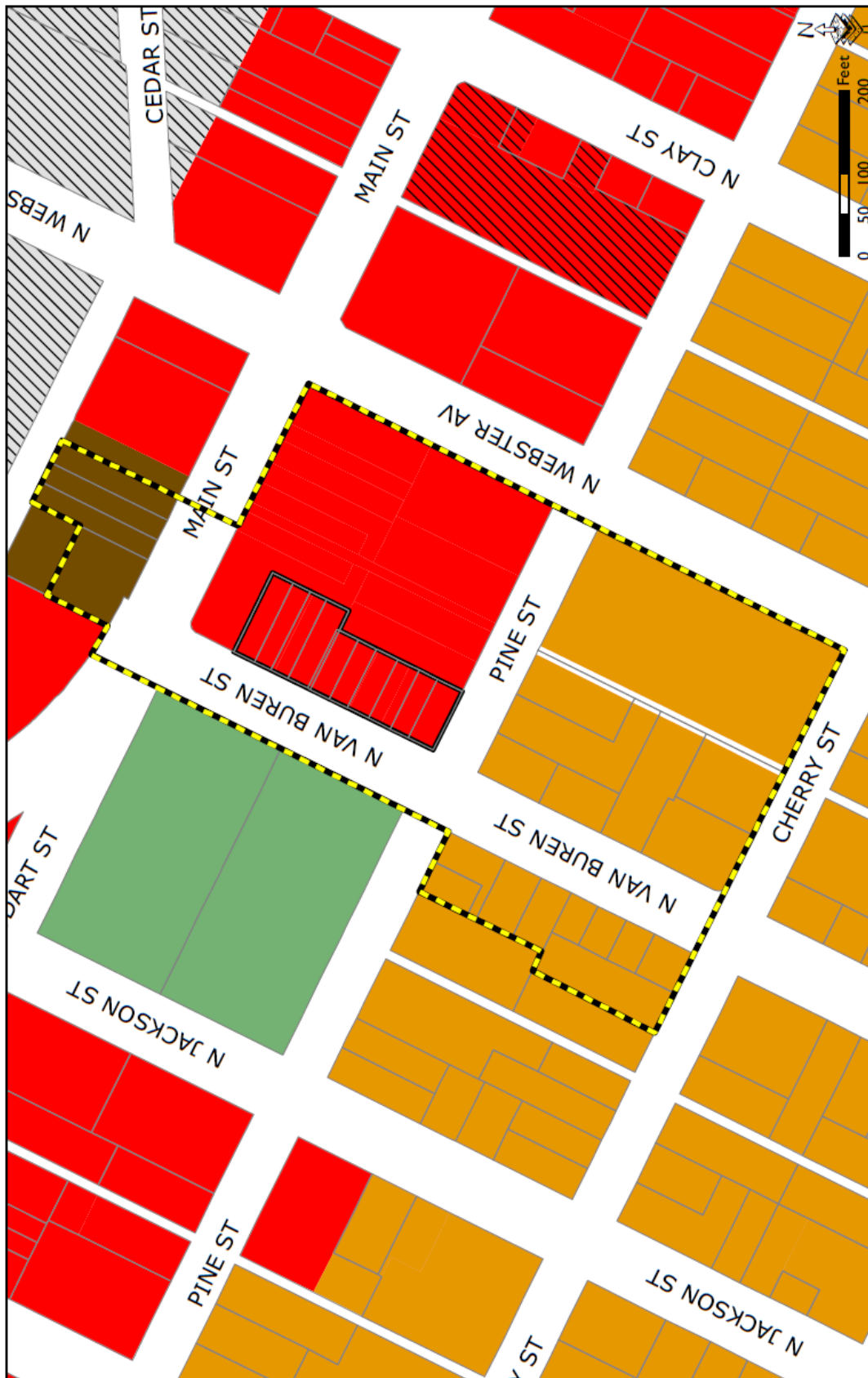


TID 20 Map 2: Boundary



TID 20 Boundary

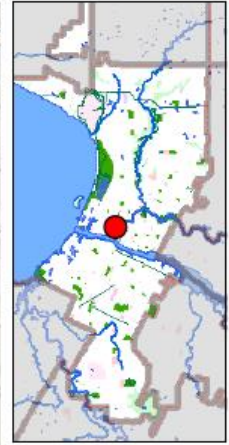
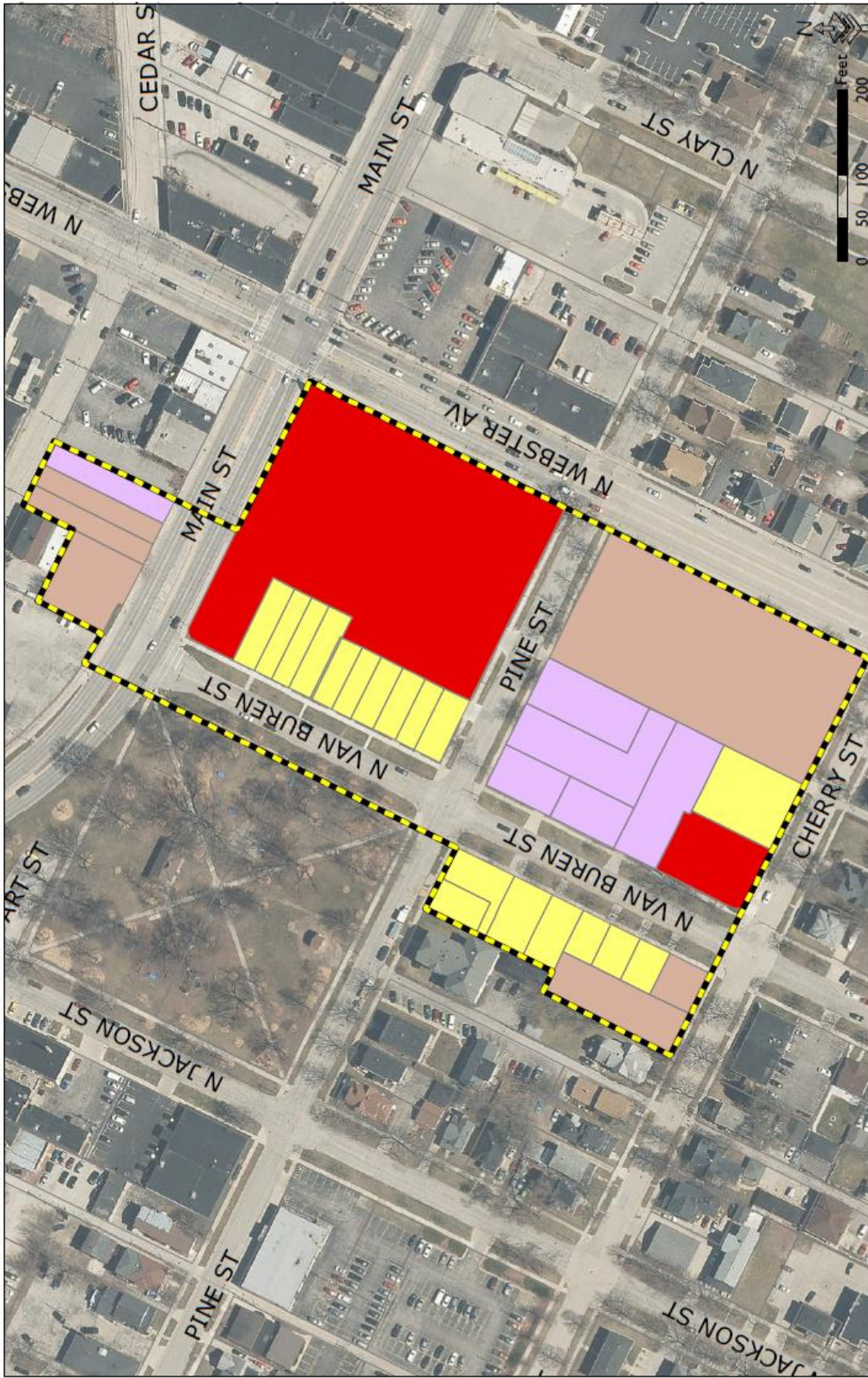
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TID 20 Map 3: Zoning

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Zoning RR - Rural Residential R1 - Low Density Residential-New Lots R2 - Medium Density Residential R3 - Varied Density Residential OR - Office Residential	NC - Neighborhood Commercial C1 - Commercial One C2 - Commercial Two C3 - Commercial Three D1 - Downtown One D2 - Downtown Two	GI - General Industry S-RLI - Special District Light Industry LI - Light Industry BP - Business Park PI - Public Property / Institutional CON - Conservancy Rammed Unit District
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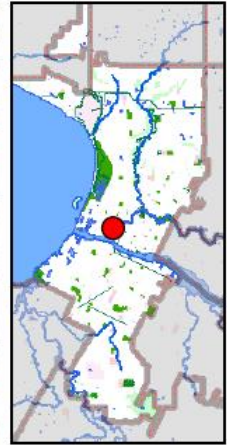
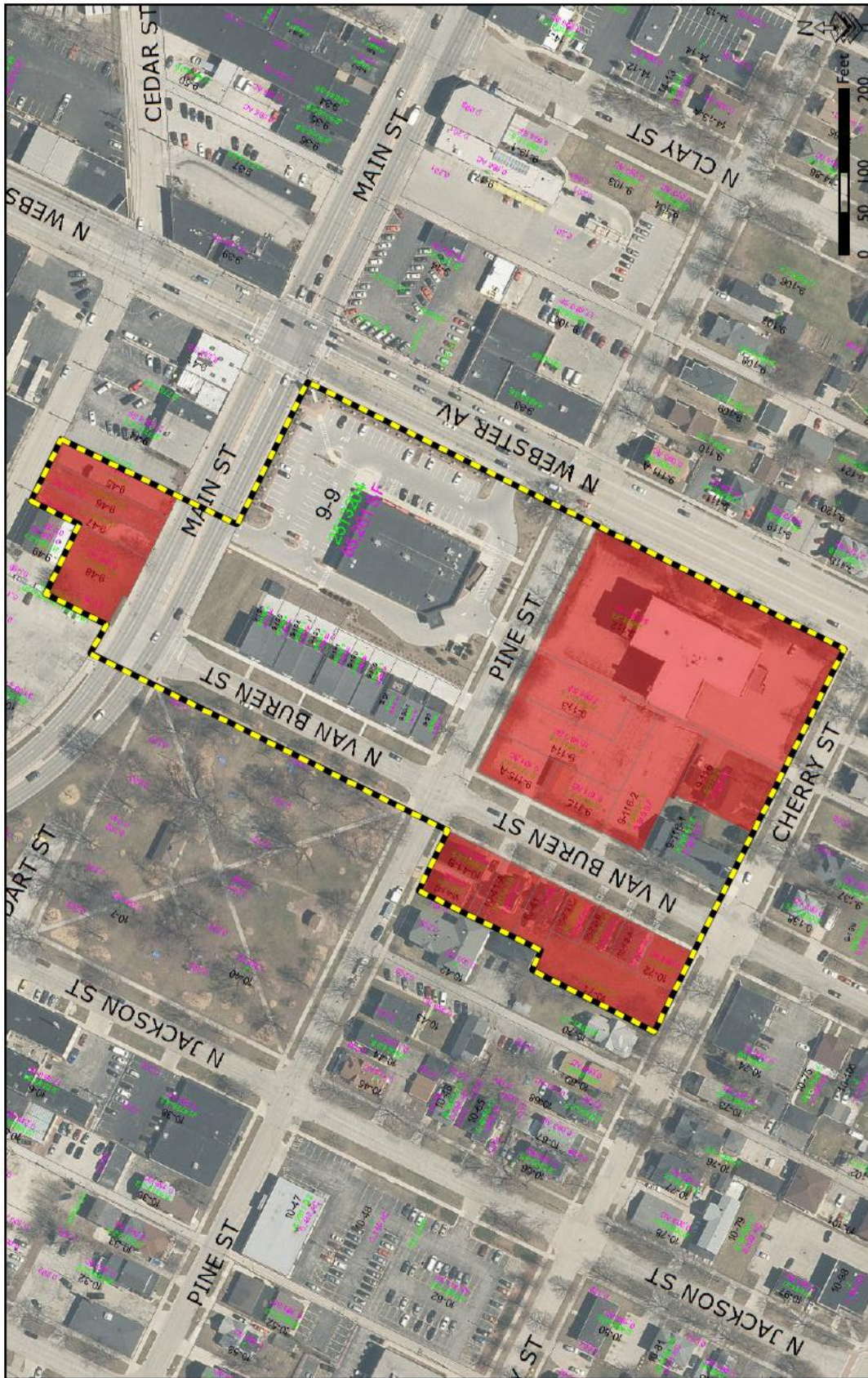


TID 20 Map 4: Land Use

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Date Printed: 28 Aug 2018 X:\Planning\Work Order Requests\2018\18.11 Individual TID's\TID 20\TID 20.mxd

TID 20 Boundary

- TID 20 Boundary
- TID 20 parking
- TID 20 commercial
- TID 20 single family

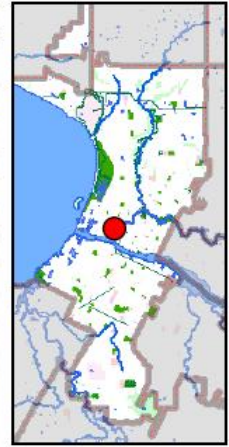
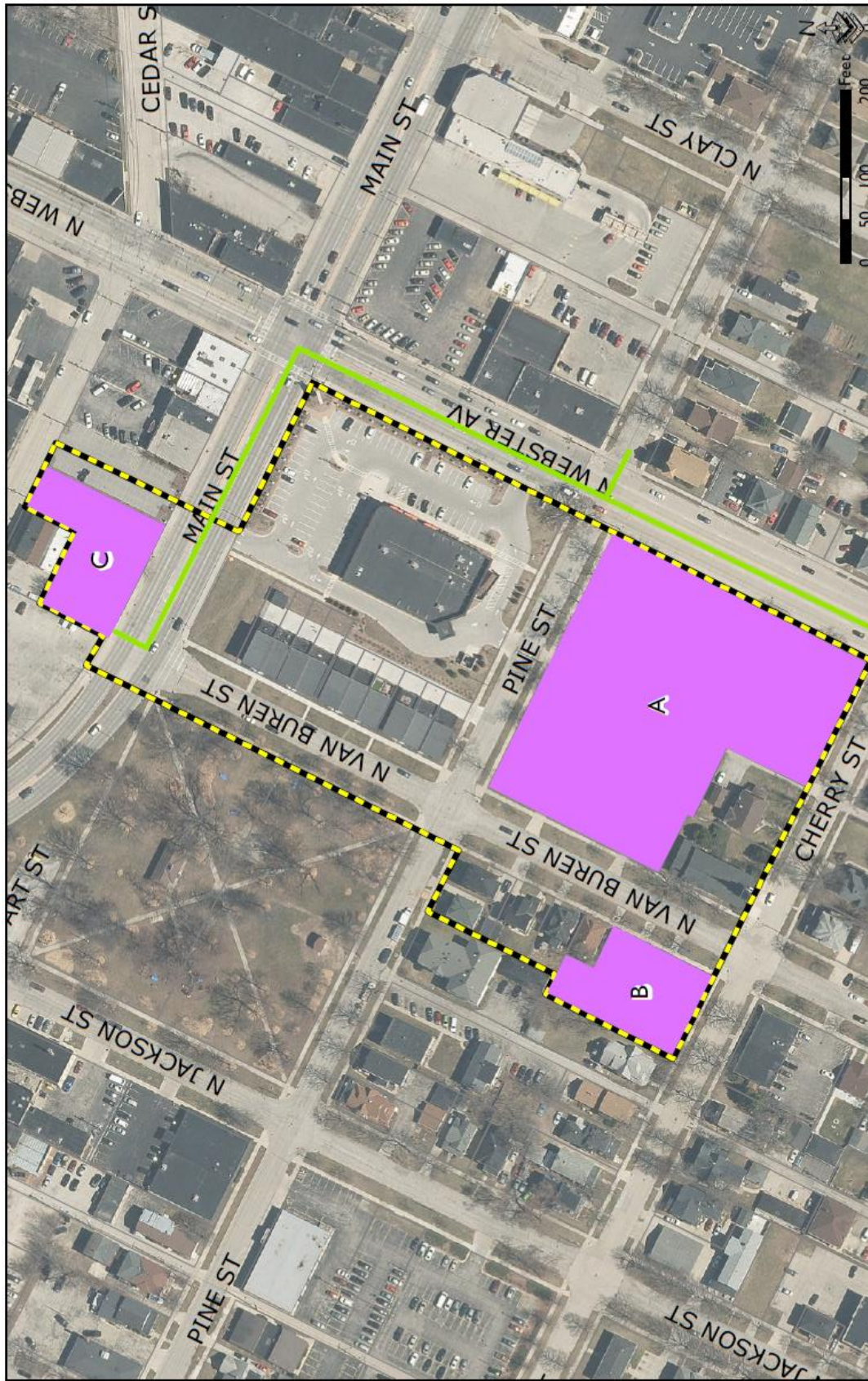


TID 20 Map 5: Rehabilitation or Conservation Parcels



TID 20 Boundary ■ Rehabilitation or Conservation Parcels
Makes up 3.52 acres (51.5%) of the entire TID area

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TID 20 Map 6: Potential Projects

TID 20 Boundary

Redevelopment Site

Bicycle and Pedestrian Improvements

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Appendix A: City Attorney Legal Opinion



Law Department

Vanessa R. Chavez
City Attorney

September 20, 2018

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 20
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for Tax Increment District No. 20, City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan [§66.1105(4)(e), Wis. Stats.]. This hearing was held on September 10, 2018. Resolutions adopting the project plan and creating the District will be considered by the Common Council on the evening of September 25, 2018.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats., and, in particular, it contains the following:

1. A statement listing the kind, number and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.1105(2)(f)1.k., Wis. Stats.
2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.

100 North Jefferson Street ☐ Green Bay, WI. 54301 ☐ 920 448 3080 ☐ Fax 920 448 3081 ☐

World Wide Web <http://www.greenbaywi.gov>

6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.
9. A statement relating to the proposed method for the relocation of any persons to be displaced.
10. A statement indicating how the District promotes the orderly development of the City.

Thank you for your attention to this matter.

Sincerely,


Vanessa R. Chavez
City Attorney

Appendix B: Legal Description for TID 20

That part of Lots 214, 215, 216, 496, 497, 498, 499, 500, 501, 502, 503, 560, 561, 565, 566, and 567, according to the recorded Plat of Navarino;

ALSO that part of Lots 1, 2 and 3, according to the recorded plat of Whitney Park Townhomes;

ALSO that part of Lots 5, 6, 7 and 8, according to the recorded plat of Whitney Park Townhomes First Addition;

ALSO that part of Lot 1, Certified Survey Map Number 1737, as filed in Volume 7 of Certified Survey Maps, Page 171, (being part of Lots 563 and 546, according to the recorded Plat of Navarino);

ALSO that part of Lots 1 and 2, Certified Survey Map Number 2244, as filed in Volume 10 of Certified Survey Maps, Page 155, (being part of Lots 562, 563 and 564, according to the recorded Plat of Navarino);

ALSO that part of Lot 1, Certified Survey Map Number 8098, as filed in Volume 56 of Certified Survey Maps, Page 185, (being part of Lots 169, 170, 171, 172, 173, 174, 412, 413, 414, 415 and 416, according to the recorded Plat of Navarino);

ALSO that part of Lots 1, 2 and 3, Certified Survey Map Number 8329, as filed in Volume 58 of Certified Survey Maps, Page 212, (being part of Lots 411 and 412, according to the recorded Plat of Navarino);

ALSO that part of the adjacent Street Rights Of Way Dedicated To The Public;

ALSO that part of the adjacent Vacated Street and Alley Rights Of Way;

All located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 567, according to the recorded Plat of Navarino;

thence N63°-41'-47"W, 516.04 feet, along the north rights-of-way line of Cherry Street, to the southwest corner of Lot 560, according to the recorded Plat of Navarino;

thence N26°-25'-16"E, 165.47 feet, along the west line of said Lot 560 to the northwest corner of said Lot 560;

thence S63°-41'-55"E, 26.57 feet, along the north line of said Lot 560, to the southwest corner of the east one-half of Lot 503, according to the recorded Plat of Navarino;

thence N26°-25'-20"E, 165.47 feet, along the west line of said east one-half of Lot 503, to the northwest corner of said east one-half of Lot 503;

thence S63°-42'-02"E, 79.71 feet, along the north line of said Lots 503 and 502, according to the recorded Plat of Navarino, to the northeast corner of said Lot 502, (also being the intersection of the south rights-of-way line of Pine Street with the west rights-of-way line of N Van Buren Street);

thence N26°-25'-32"E, 484.32 feet along said west rights-of-way line of N Van Buren Street and the extension thereof, to the north rights-of-way line of Main Street;

thence S54°-11'-09"E, 40.10 feet, along said north line of Main Street, to the centerline of the Vacated N Van Buren Street rights-of-way;

thence N26°-25'-32"E, 83.75 feet, along said centerline of the Vacated N Van Buren Street rights-of-way, a point on the westerly extension of the north line of the south 90 feet of Lot 216, according to the recorded Plat of Navarino;

thence S63°-40'-11"E, 92.64 feet, along said north line of the south 90 feet of Lot 216 and extension thereof, to the northeast corner of said south 90 feet of Lot 216;

thence N26°-25'-25"E, 65.00 feet along the west line of Lot 215, according to the recorded Plat of Navarino, to the northwest corner of said Lot 215;

thence S63°-40'-11"E, 83.15 feet, along the north line of Lots 215 and 214, according to the recorded Plat of Navarino, to the northeast corner of the west one-half of said Lot 214;

thence S26°-25'-11"W, 234.98 feet, along the east line of said west one-half of said Lot 214 and the southerly extension thereof, to the north line of Lot 1, said Certified Survey Map Number 8098;

thence S63°-49'-33"E, 193.98 feet, along the north line of said Lot 1, Certified Survey Map Number 8098, to the northeast corner of said Lot 1, Certified Survey Map Number 8098;

thence S26°-22'-54"W, 331.49 feet along the east line of said Lot 1, Certified Survey Map Number 8098, to the southeast corner of said Lot 1, Certified Survey Map Number 8098;

thence S26°-19'-47"W, 60.30 feet to the northeast corner of Lot 496, according to the recorded Plat of Navarino;

thence S26°-24'-50"W, 330.97 feet along the east line of Lots 496 and 567 according to the recorded Plat of Navarino, to the point of beginning.

Parcels affected being Tax Parcel numbers: 10-41, 10-41-A, 10-41-B, 10-41-C, 10-72, 10-72-A, 10-72-B, 10-72-C, 10-71, 9-112, 9-116-1, 9-9, 9-116, 9-159, 9-160, 9-161, 9-163, 9-164, 9-165, 9-166, 9-90, 9-90-1, 9-91, 9-113, 9-114, 9-115, 9-115-A, 9-116-2, 9-161-1, 9-45, 9-46, 9-47, 9-48.

Appendix C: TID 20 Parcels and Assessed Values

PARCEL	ADDRESS	ACRES	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
10-41	219 N VAN BUREN ST	0.073	\$ 7,500	\$ 52,000	\$ 59,500
10-41-A	223 N VAN BUREN ST	0.089	\$ 9,200	\$ 40,300	\$ 49,500
10-41-B	832 PINE ST	0.081	\$ 8,600	\$ 59,100	\$ 67,700
10-41-C	828 PINE ST	0.059	\$ 6,700	\$ 61,200	\$ 67,900
10-72	829 CHERRY ST	0.064	\$ -	\$ -	\$ -
10-72-A	205 N VAN BUREN ST	0.046	\$ 5,900	\$ 58,900	\$ 64,800
10-72-B	211 N VAN BUREN ST	0.046	\$ 5,900	\$ 47,500	\$ 53,400
10-72-C	215 N VAN BUREN ST	0.044	\$ 5,600	\$ 41,700	\$ 47,300
10-71	827 CHERRY ST	0.202	\$ -	\$ -	\$ -
9-112	215 N WEBSTER AV	1.253	\$ 236,700	\$ 314,200	\$ 550,900
9-116-1	901 CHERRY ST	0.202	\$ 36,600	\$ 99,000	\$ 135,600
9-9	930 MAIN ST	1.957	\$ 468,900	\$ 1,547,200	\$ 2,016,100
9-116	909 CHERRY ST	0.203	\$ 18,400	\$ 111,100	\$ 129,500
9-159	306 N VAN BUREN ST	0.052	\$ 5,500	\$ 155,300	\$ 160,800
9-160	308 N VAN BUREN ST	0.045	\$ 4,700	\$ 124,800	\$ 129,500
9-161	310 N VAN BUREN ST	0.047	\$ 5,500	\$ 146,800	\$ 152,300
9-163	312 N VAN BUREN ST	0.068	\$ 7,000	\$ 136,700	\$ 143,700
9-164	314 N VAN BUREN ST	0.055	\$ 5,600	\$ 134,200	\$ 139,800
9-165	316 N VAN BUREN ST	0.055	\$ 5,600	\$ 116,900	\$ 122,500
9-166	318 N VAN BUREN ST	0.67	\$ 6,800	\$ 136,600	\$ 143,400
9-90	300 N VAN BUREN ST	0.061	\$ 6,200	\$ 146,800	\$ 153,000
9-90-1	302 N VAN BUREN ST	0.045	\$ 4,700	\$ 124,800	\$ 129,500
9-91	304 N VAN BUREN ST	0.052	\$ 5,500	\$ 146,800	\$ 152,300
9-113	916 PINE ST	0.177	\$ 31,000	\$ 1,000	\$ 32,000
9-114	908 PINE ST	0.249	\$ 47,800	\$ 1,000	\$ 48,800
9-115	218 N VAN BUREN ST	0.101	\$ 19,700	\$ 4,200	\$ 23,900
9-115-A	902 PINE ST	0.101	\$ 19,700	\$ 1,000	\$ 20,700
9-116-2	214 N VAN BUREN ST	0.249	\$ 41,600	\$ 1,000	\$ 42,600
9-161-1	310 N VAN BUREN ST	0.005	\$ 400	\$ -	\$ 400
9-45	915 MAIN ST	0.107	\$ -	\$ -	\$ -
9-46	913 MAIN ST	0.095	\$ -	\$ -	\$ -
9-47	907 MAIN ST	0.095	\$ -	\$ -	\$ -
9-48	901 MAIN ST	0.186	\$ -	\$ -	\$ -
			\$ 1,027,300	\$ 3,810,100	\$ 4,837,400

Appendix D: TID 20 Pro Forma

TID #		REVENUES				EXPENDITURES			TID BALANCE
CREATED		PARCEL COUNT	BASE VALUE	TAX RATE	LOANS			MANAGEMENT	
Tuesday, September 18, 2018		14	\$ 4,837,400.00	22.79	\$ -	\$ -	\$ -	PAYGO	
YEAR		NEW VALUE	INC VALUE	INC TAXES	DEBT SERVICE				
0	2018	\$ 4,837,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (53,000)	\$ (53,000)
1	2019	\$ 4,837,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (51,700)	\$ (104,700)
2	2020	\$ 10,560,700	\$ 5,723,300	\$ -	\$ -	\$ -	\$ -	\$ (50,400)	\$ (155,100)
3	2021	\$ 11,220,700	\$ 6,383,300	\$ 130,434	\$ -	\$ -	\$ (110,196)	\$ (49,100)	\$ (183,962)
4	2022	\$ 11,880,700	\$ 7,043,300	\$ 145,475	\$ -	\$ -	\$ (122,229)	\$ (47,800)	\$ (208,516)
5	2023	\$ 12,540,700	\$ 7,703,300	\$ 160,517	\$ -	\$ -	\$ (134,262)	\$ (46,500)	\$ (228,761)
6	2024	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (146,296)	\$ (45,200)	\$ (244,699)
7	2025	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (43,900)	\$ (248,853)
8	2026	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (42,600)	\$ (251,708)
9	2027	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (41,300)	\$ (253,263)
10	2028	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (40,000)	\$ (253,518)
11	2029	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (38,700)	\$ (252,472)
12	2030	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (37,400)	\$ (250,127)
13	2031	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (135,813)	\$ (36,100)	\$ (246,482)
14	2032	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (121,397)	\$ (34,800)	\$ (227,121)
15	2033	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (33,500)	\$ (165,668)
16	2034	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (32,200)	\$ (102,916)
17	2035	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (30,900)	\$ (38,864)
18	2036	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (29,600)	\$ 26,488
19	2037	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (28,300)	\$ 93,140
20	2038	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (27,000)	\$ 161,093
21	2039	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (80,606)	\$ (25,700)	\$ 230,345
22	2040	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (51,407)	\$ (24,400)	\$ 330,096
23	2041	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (35,536)	\$ (23,100)	\$ 447,018
24	2042	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (35,536)	\$ (21,800)	\$ 565,240
25	2043	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ (18,208)	\$ (20,500)	\$ 702,091
26	2044	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ -	\$ (19,200)	\$ 858,449
27	2045	\$ 12,540,700	\$ 7,703,300	\$ 175,558	\$ -	\$ -	\$ -	\$ (17,900)	\$ 1,016,107
TOTAL		\$ 12,540,700	\$ 7,703,300	\$ 4,298,707	\$ -	\$ -	\$ (2,290,000)	\$ (992,600)	\$ 1,016,107



City of Green Bay
Department of Community and Economic Development

To: Members of the City of Green Bay Joint Review Board (JRB)
From: Kevin J. Vonck, Development Director
Re: Tax Incremental District Twenty (TID 20): Whitney Park

The Whitney Park neighborhood is directly east of the downtown central business district. It lies just south of the East River and Main Street (State Highway 141), an auto-oriented commercial corridor that runs east-to-west; and just west of Webster Avenue, a mixed-use corridor that runs north-to-south through the City.

The center of the neighborhood is Whitney Park, a two and one-half (2½)-acre public park with a shelter, playground equipment, band shell, and dog park. Created by Daniel Whitney as Whitney Commons in 1829, it is one of the older parks in the City. During the last few years, Downtown Green Bay (DGBI) and Olde Main Street (OMSI) have become increasingly active in programming events and activities in the park.

The neighborhood is a mix of commercial and residential uses. Most of the structures in the district are around one hundred (100) years old. Many have been razed and replaced by surface parking lots. Of those that remain, many are in need of improvement. Most residential homes have been subdivided into rental units. Widespread use of historic urban fill poses environmental challenges to redevelopment.

TID 20 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and parcels, environmental cleanup and remediation, and a lack of amenities that encourage pedestrian and bicycle traffic. Of the 6.834 total acres of real property within TID 20, 3.52 acres, or 51.5 %, are in need of rehabilitation or conservation work.

On July 17, 2018, the Common Council designated the Redevelopment Authority (RDA) to perform all acts necessary for the creation of TID 20. The RDA directed City staff to propose a boundary and prepare a Project Plan that identified potential redevelopment activities, including disbursement of grants and loans as well as the construction or reconstruction of streets, utilities, parks, and other public infrastructure.

On September 6, 2018, The Joint Review Board (JRB) convened to elect a Chair, select a public member to the Board, and discuss the proposed boundary and Project Plan for TID 2018.

On September 10, 2018, the RDA held a public hearing on the proposed creation of TID 20, where interested parties were afforded opportunity to express their views. Owners of property identified as in need of rehabilitation or conservation work received by first class certified mail notice of the hearing. A Class Two notice was also published in the Green Bay Press-Gazette. The Plan was posted on the City website and a hard copy was made available for public review. At that meeting, the RDA recommended Common Council draft and adopt a resolution that establishes the TID 20 Boundary and TID 20 Project Plan.

On September 25, 2018, the Common Council passed a resolution that establishes the TID 2018 Boundary and adopts TID 2018 Project Plan, effective January 1, 2018.

On October 4, 2018, the JRB will meet to approve or deny the proposal. The decision must be based on the following criteria:

1. *Would the desired development occur without tax increment financing?*
2. *Are the economic benefits of new development greater than the cost of improvements?*
3. *Are the economic benefits of new development greater than the tax increments to be paid by property owners in overlying districts?*

In accordance with Wis. Stats. §66.1105(4)(i), the local legislative body shall provide the JRB with the following information and projections:

1. *The specific items that constitute the project costs, the total dollar amount of these project costs to be paid with the tax increments, and the amount of tax increments to be generated over the life of the tax incremental district.*

The Project Plan (p. 8-10) identifies \$6,000,000.00 worth of potential project costs to be paid with tax increments, with \$3,282,600.00 specifically allocated at this time. The City estimates that TID 20 will generate \$4,298,707.00 of cumulative tax increment during the life of the TID.

2. *The amount of the value increment when the project costs in subd. 1. are paid in full and the tax incremental district is terminated.*

The City estimates that TID 20 will generate \$7,703,300.00 of new property value increment upon its termination.

3. *The reasons why the project costs in subd. 1. may not or should not be paid by the owners of property that benefits by improvements within the tax incremental district.*

That “but for” the creation of TID 20, the development projected to occur as detailed in this Plan would not occur in a timely manner, in a manner desired by the City, or occur at all, because of: 1) additional costs associated with the rehabilitation of existing structures and parcels; 2) blighted parcels that deter private investment; and 3) additional costs associated with environmental cleanup and remediation

That being said, TID 20 increment should not pay for project costs, specifically incentives (grants and loans), to a recipient that fails to demonstrate that “but for” the use of public funds, the development projected to occur as detailed in the Project Plan would not occur in the manner desired by the City.

4. *The share of the projected tax increments in subd. 1. estimated to be paid by the owners of taxable property in each of the taxing jurisdictions overlying the tax incremental district.*

The City estimates the 2017 combined tax levy to be allocated among the taxing jurisdictions as follows:

- 41% Green Bay Area Public Schools
- 37% City of Green Bay
- 18% Brown County
- 3% Northeast Wisconsin Technical College
- 1% State of Wisconsin

5. *The benefits that the owners of taxable property in the overlying taxing jurisdictions will receive to compensate them for their share of the projected tax increments in subd. 4.*

TID 20 enhances the community economic climate. As properties in the TID become more attractive in which to invest and conduct business, the amount of money circulating in the local market increases, which has a positive impact beyond the TID. When TID 20 has met all obligations and dissolves, the overlying taxing jurisdictions will receive additional revenue based on \$7,703,300.00 of value increment.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 16, 2018

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # Q.3.

To approve the creation of blight elimination Tax Incremental District Twenty-One (TID 21): Green Bay Packaging, and adopt the Project Plan.

BACKGROUND

See attached Project Plan.

RECOMMENDATION

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.

FISCAL IMPACT

The parcels in TID 21 currently have a cumulative base property value of \$18,110,600.00. The City estimates that upon closure in 2045, TID 21 will have a new property value of \$64,514,700.00, for an incremental property value of \$46,404,100.00.

ATTACHMENTS

1. 6 - Fiscal - TID - TID 21 - 180925 - Project Plan - Council
2. 6 - Fiscal - TID - TID 21 - 181002 - Report to JRB



City of Green Bay
Department of Community and Economic Development

Tax Incremental District Twenty-One (21)

Green Bay Packaging

PROJECT PLAN

City of Green Bay, Wisconsin
September 25, 2018

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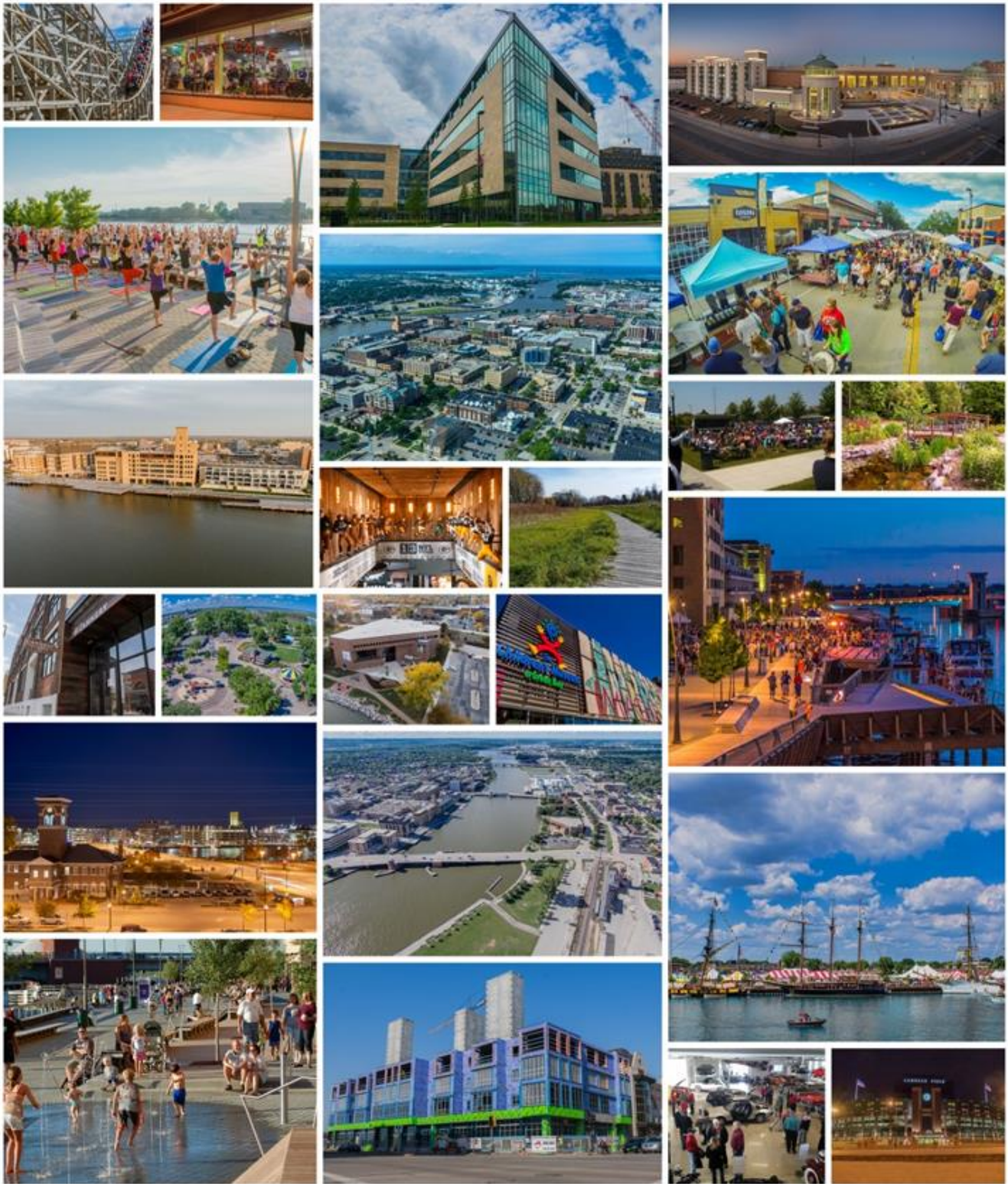
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Summary of Findings

As required by Wisconsin Statutes 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made for the City of Green Bay Tax Incremental District Number Twenty-One (TID 21):

1. That “but for” the creation of TID 21, the development projected to occur as detailed in this Plan would not occur in the manner desired by the City because of challenges associated with:
 - a. Additional costs associated with environmental cleanup and remediation; and
 - b. Additional costs associated with the rehabilitation of existing structures and parcels; and
 - c. Blighted parcels that deter private investment.
2. The equalized value of taxable property of TID 21 plus the value increment of all existing tax increment districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality.
3. 96%, by area (75 of the 78 total acres), of the real property within TID 21 is in need of blight elimination, thereby exceeding the fifty percent (50%) threshold as defined in Wisconsin Statutes 66.1337 (2m)(b).
4. The proposed activities in this Plan are in concurrence with Wisconsin Statutes 66.1337, which enable the City to conduct specific activities in a blight elimination district; including:
 - a. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - b. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - c. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - d. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project.
5. The project costs in this Plan relate directly to rehabilitating or conserving parcels within TID 21 consistent with the purpose for which the District is created.
6. The economic benefits of TID 21, as measured by increased property value, employment, and (business and personal) income, more than compensate for the cost of the improvements.
7. The benefits of the proposal are greater than the anticipated tax increments to be paid by property owners in overlying taxing jurisdictions.
8. The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 21.
9. The TID 21 Project Plan is feasible and in conformity with the City Comprehensive Plan.
10. The City Attorney has signed an opinion (located in **Appendix A**) advising that this Project Plan is complete and complies with the law.



Description of the Proposed District

The City of Green Bay

The City of Green Bay is the economic hub of northeastern Wisconsin, and the flagship city of a combined metropolitan region of nearly 700,000 people. It is the “north star” in a chain of great cities, including Chicago and Milwaukee, which line the western shore of Lake Michigan. The City is in an excellent position to build on past success and flourish well into the future.

Demographically, the City and metropolitan region have sustained steady population growth over the last few decades. Population is projected to increase, primarily through natural growth. Inbound migration is primarily from adjacent counties and other parts of the state. The number and percentage of residents with at least a college degree has increased over the last decade.

As for commerce, the largest three industries are manufacturing, health care and social assistance, and retail trade. Employment continues to grow since the 2008 recession and is projected to increase. The City continues to be an employment magnet, with more employees coming in from other communities than residents leaving for employment elsewhere. The City continues to leverage the substantial assets and significant competitive advantage it has in its strongest traded industry clusters: agriculture and food processing; paper, packaging, and printing; advanced manufacturing; and transportation and logistics.

A robust transportation infrastructure provides excellent opportunities to move people and goods efficiently. Two interstate highways connect the City to Milwaukee, Chicago, and points south, while a four-lane state highway connects to St. Paul, Minneapolis, and points west. National, state, county, and local roads, along with several miles of pedestrian and bicycle facilities, provide sufficient mobility and access to points in between. Green Bay Metro Transit operates thirteen full-service bus routes, a handful of limited-service routes, and paratransit services that provide over a million and a half rides annually in the metro area. The Austin Straubel International Airport (GRB) serves more than 600,000 passengers and ships 310,000 pounds of freight cargo annually through forty daily flights operated by three commercial airlines and two fixed-based operators. The Port of Green Bay moves nearly two million metric tons of cargo through fourteen docks located along a three-mile stretch of the Fox River. Two rail carriers (one international and one regional) serve the Port and many industrial areas.

Programs that transform innovative ideas into viable businesses demonstrate a community commitment to helping entrepreneurs succeed. The Advance Business and Manufacturing Center, UWGB Small Business Development Center, NWTC Artisan and Business Center, and Brown County Culinary Kitchen have demonstrated success incubating businesses. Because entrepreneurs are highly likely to remain in the community in which they launched their company, the City continues to develop complementary programs that can accelerate and expand these startups into high-growth firms. Foreign Trade Zone #167 allows merchandise to be imported, assembled, and repackaged with other components without formal customs entry procedures or import duties.

The City offers residents a diverse range of housing options, with over forty neighborhood associations strengthening the community fabric. Award-winning public schools, reputable institutions of higher education (the University of Wisconsin-Green Bay and Northeastern Wisconsin Technical College), and low crime rates make the community an excellent choice to call home.

The City delivers ample opportunities for outdoor recreation through its seventy parks and trails, including Bay Beach Amusement Park and Wildlife Sanctuary, the City Deck (an urban boardwalk along the Fox River), the Green Bay Botanical Garden, and the Joannes Family and Resch Aquatic Centers. The City is also home to Lambeau Field and the Packers Hall of Fame.

The City hosts hundreds of cultural events, including those provided by local theatre organizations and civic symphony, at the Meyer Theatre, the Weidner Center for the Performing Arts, the ART Garage, and the recently-expanded KI Convention Center. The Neville Public Museum, the Children's Museum of Green Bay, the Automobile Gallery, and Hazelwood Historic House are also within the City.

Demographic, economic, and technological changes makes us more mobile than ever in terms of where we choose to live and build a career or a business. We encourage people to invest their resources in Green Bay by collaboratively creating and communicating that we are a community that offers both outstanding economic opportunities and a vibrant quality of life. As our region grows in population, so will our level of economic productivity and prosperity.

The District / Neighborhood



The Green Bay Packaging neighborhood is northeast of the downtown central business district. It is centered along Quincy Street, which serves a number of large-scale industrial facilities, primarily in the production of paper and packaging products. It lies just east of the Fox River; just south of Interstate 43; and just west of Webster Avenue, a mixed-use corridor that runs north-to-south through the City.

The primary landowner in this neighborhood, Green Bay Packaging Inc., which was started in 1933, is a family-owned, vertically-integrated company with facilities in fourteen (14) states, including corrugated container plants, recycled and virgin linerboard mills, specialty converting operations, timberlands and a sawmill.

Most of the facilities and equipment within the operation are greater than fifty (50) years old and show signs of dilapidation, deterioration, age, and obsolescence, including (in some cases) inadequate provision for ventilation, light air, sanitation, open spaces, and/or the existence of conditions which endanger life or property by fire and other causes. The City seeks to make investments in this area to eliminate this blight.

Tax Incremental District Number Twenty-One (TID 21)

Under Wisconsin Statutes 66.1105, the property taxes paid each year on the increase in equalized value of a TID may be used by the City to pay the costs of redevelopment projects within the TID. The incremental value is determined by taking the current value of the TID and deducting the value in the TID that existed when the TID was created. All taxes levied upon the incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs. Expenses may be incurred for the implementation for the approved project plan and completion of the project outlined therein up to five (5) years before the (not extended) maximum life of the TID.

TID 21 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and parcels, environmental cleanup and remediation, and a lack of amenities that encourage pedestrian and bicycle traffic. Of the 78 total acres of real property within TID 21, 75 acres, or 96 %, are in need of blight elimination.

Map 1 shows the location of TID 21 within the city, while **Map 2** shows its detailed boundaries. The legal description for TID 21 is attached as **Appendix B**. TID 21 has ten (10) parcels totaling 82.5 acres: 77.75 acres of real property and 4.75 acres of public road right-of-way. **Table 1** and **Map 3** show the distribution of zoning categories, while **Table 2** and **Map 4** show the distribution of land uses. **Map 5** shows parcels in need of blight elimination.

Zoning	Acres	Percentage
General Industrial (GI)	77.75	94.24%
Road Right-of-Way	4.75	5.76%
Total	82.50	100%

Table 1. Zoning distribution.

Land use	Acres	Percentage
Industrial	71.824	87.06%
Industrial, Parking	2.696	3.27%
Office	3.229	3.91%
Road Right-of-Way	4.750	5.76%
Total	82.500	100%

Table 2. Land use distribution.

In 2018, TID 21 had a combined assessment of \$18,110,600. This equates to 232,934 per taxable acre or \$219,522 for taxable and non-taxable acres. **Appendix C** provides a listing of all parcels and assessed values within the TID.

TIF Capacity Analysis

Wisconsin Statutes 66.1105 (4)(gm)(4)(c), defines a limit on the equalized property value that may be located within municipal TIDs. The equalized value of taxable property of the new district plus the value increment of all existing districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality. As shown in **Table 3**, the existing capacity in the City is more than satisfactory to permit the creation of TID 21, as the addition of TID 21 will only raise the percent of equalized value in TIDs from 5.43 % to 5.70 %.

Measure	Amount as of January 1, 2017
Equalized value of the City of Green Bay	\$6,603,759,000
Total existing TID increment	\$353,507,500
Percent equalized value within total existing TID increment	5.43%
Equalized value of proposed TID 21 @ 100% estimated ratio	\$18,110,600
Total value for twelve percent (12%) test	\$376,455,500
New percent equalized value within TIDs, including TID 21	5.70%

Table 3. Tax increment finance capacity.

Project Costs

Specific Projects

The City may encumber funds to implement the following projects. This list is not meant to be a budget or an appropriation of funds for specific projects. All costs are estimates based on the best information available. The City reserves the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. All improvements are designed to be applied within the boundaries of TID 21.

Improvement #1	Incentives: grants and loans
Details	money to offset project costs, including property acquisition, parcel assembly, site preparation, construction, and infrastructure (transportation, water, sewer, stormwater, utilities) on projects that eliminate blight, rehabilitate parcels, or conserve parcels
Purpose	provide a source of gap funding for projects on parcels with more development challenges (e.g. brownfields remediation)
Allocation	\$23,000,000.00
Disbursement	applied through an annual post-project reimbursement (i.e. PayGo); the amount of financial assistance in any given year shall not exceed ninety percent (90%) of the annual incremental taxes for the impacted parcels

Improvement #2	Infrastructure: pedestrian and bicycle
Details	sidewalks, paved trails, bicycle lanes, cycle tracks, and crossing improvements (e.g. medians, markings, signs, signals)
Purpose	attract more residents from adjacent neighborhoods to the area through enhancements that allow for people of all ages and abilities to travel by foot or bicycle through the corridor; specifically look at improvements to crossing Main Street (State Highway 141) and Webster Avenue
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; apply when funds can be leveraged through external grants through the Wisconsin Department of Transportation; a portion may be covered under a bond issue
Improvement #3	Infrastructure: stormwater
Details	filtration, infiltration, retention and detention facilities
Purpose	increase capacity for additional development and redevelopment
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; integrate public and private projects when possible to minimize costs; a portion may be covered under a bond issue
Improvement #4	Infrastructure: streets
Details	repair and reconstruct streets
Purpose	scheduled maintenance and replacement of streets
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; before applying, consider appropriateness of TID funds, wheel tax funds, and/or general levy funds
Improvement #5	Infrastructure: public space and amenities
Details	pocket parks, landscaping, wayfinding signs, banners, flags, public art, benches, bus stop enhancements, shelters, and other amenities deemed acceptable
Purpose	leverage existing assets to create a strong identity and brand for the district; foster a sense of attachment for local residents and businesses
Allocation	\$500,000.00
Disbursement	within first fifteen (15) years and positive TID balance; apply under leadership of local businesses and residents after enough reserve funds have been accumulated

Improvement #6	Administration
Details	funds directed towards City staff for time used on marketing, research, analysis, and managing the TID, including contractual services for site-specific environmental investigations, and architectural, structural, and civil engineering
Purpose	cover administrative costs from the appropriate source
Allocation	\$1,000,000.00
Disbursement	annual payments through the life of the TID, with annual reductions to account for more work up front getting projects off the ground

Other Eligible Projects

The following is a general list of potential public works and other projects for which the City may encumber funds in conjunction with this Plan. This list is provided to provide options for projects that may not be identified at present, but may become necessary in the future. Again, the City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

1. Property, right-of-way, and easement acquisition
 - a. Property acquisition for development or redevelopment
 - b. Property acquisition for conservancy
 - c. Acquisition of right-of-way
 - d. Acquisition of easements
 - e. Relocation costs
2. Site preparation activities
 - a. Environmental audits and remediation
 - b. Demolition
 - c. Site grading
3. Utilities
 - a. Sanitary sewer system improvements
 - b. Water system improvements
 - c. Stormwater management system improvements
 - d. Other utilities, including electric service, gas service, and communications infrastructure
4. Streets and streetscape
 - a. Street improvements
 - b. Streetscaping and landscaping
 - c. Pedestrian and bicycle infrastructure
 - d. Development incentives including grants and loans
5. Administrative costs, including those paid to the City or consultants for services rendered
6. Financing costs
7. Projects outside TID 21 provided that
 - a. The project area is located within the corporate boundary of the City of Green Bay; and
 - b. The Joint Review Board approves the project.

Economic Feasibility

This section demonstrates that the proposed TID 21 is economically feasible, given that:

1. The City expects to have cash available to pay for project costs as they are incurred or has the means to secure the necessary financing.
2. The City expects to complete the projects in one or more phases, and can adjust the timing of implementation as needed to coincide with the pace of private development.
3. The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects.

Financial audits will be done in accordance with Wisconsin Statutes 66.46.

Financing Methods

TID 21 will function primarily as a "pay as you go" TID, meaning the City will plan completion of projects based on the availability of increment, though it may also obtain funding in the form of:

1. Cash received from grants or other sources
2. Cash received from a "donor" TID with excess increment above and beyond its project costs
3. General obligation bonds or notes, so long as the principal amount of general obligation debt is not greater than five percent (5%) of its total equalized value (including increment values)
4. Notes issued to developers
5. Tax increment revenue bonds from the City Redevelopment Authority (RDA)
6. Lease revenue bonds from the RDA
7. Utility revenue bonds

Projected Property Tax Increment

The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects. The City believes that there is one (1) major project, with a high probability of being completed in the next few years (given preliminary discussions with interested parties), that will serve as catalysts for additional development within and surrounding the TID.

Redevelopment Site A: Green Bay Packaging. Developer intends to complete a project, which includes construction of a new, state-of-the art liner board and medium paper mill, which also includes demolition of the existing mill; soil remediation and disposal; engineering, grading, erosion control, and landscaping; construction and relocation of sanitary sewer, storm sewer, and potable water and wastewater mains and laterals; construction and relocation of storm water management facilities; construction and relocation of telephone, high-speed cable, and related technology infrastructure; construction and relocation of natural gas, electrical power, and other public utilities.

Attribute	Land value	Improvement value	Total value	Annual property taxes
Current value			\$18,107,000.00	\$412,658.00
Estimated new value			\$64,511,100.00	\$1,470,207.00
Incremental value			\$46,404,100.00	\$1,057,549.00

Table 4. Projected increment for Site A.

Given the catalytic nature of this project, there is good probability that additional redevelopment will occur, thus generating additional increment. Should this happen, City staff, along with the Common Council, will explore possibilities for additional public improvements beyond the scope of those mentioned herein.

TID 21 Pro Forma

The entire pro forma can be found in **Appendix D**, and is built on the following assumptions:

1. Development at the catalytic sites will be phased over multiple calendar years
2. New Increment is a conservative estimate of what can be created at each site
3. When New Increment is created in year one (1), it will be accounted for in an assessment in year two (2), and will be accounted for as revenue in year three (3)
4. The Property Tax Rate remains constant at \$22.79 per \$1,000 of assessed value
5. Incentives: PayGo expenditures are dependent on actual increment created
6. Infrastructure: Debt Service expenditures are payments for borrowing at an interest rate of four percent (4.0%)

The pro forma shows that TID 21 will be sufficiently funded to complete listed projects before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with Wisconsin Statutes.

Required Documentation

Relocation

The City will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property as a direct result of eminent domain proceedings commenced by the City against the subject property. Relocation services will be provided by City specialists with funds provided through TIF, the City or the City of Green Bay Redevelopment Authority.

Non-Project Costs

In the event that TID 21 demonstrates that it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all eligible costs in other municipal TIDs, the district may become a donor to other active TIDs.

Promotion of Orderly Growth

Land use development in the city is guided by the *Comprehensive Plan*, adopted by the Common Council in 2003. Development of the plan relied heavily on the participation of the citizens of the city. The plan is in compliance with the State of Wisconsin's Smart Growth requirements, and provides city leaders with a guide to use while assessing policy and development proposals.

This Project Plan for TID 21 is developed in compliance with these plans and general City policies in order to promote orderly and consistent growth.

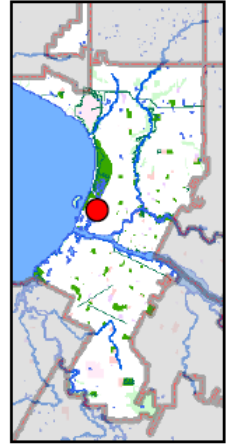
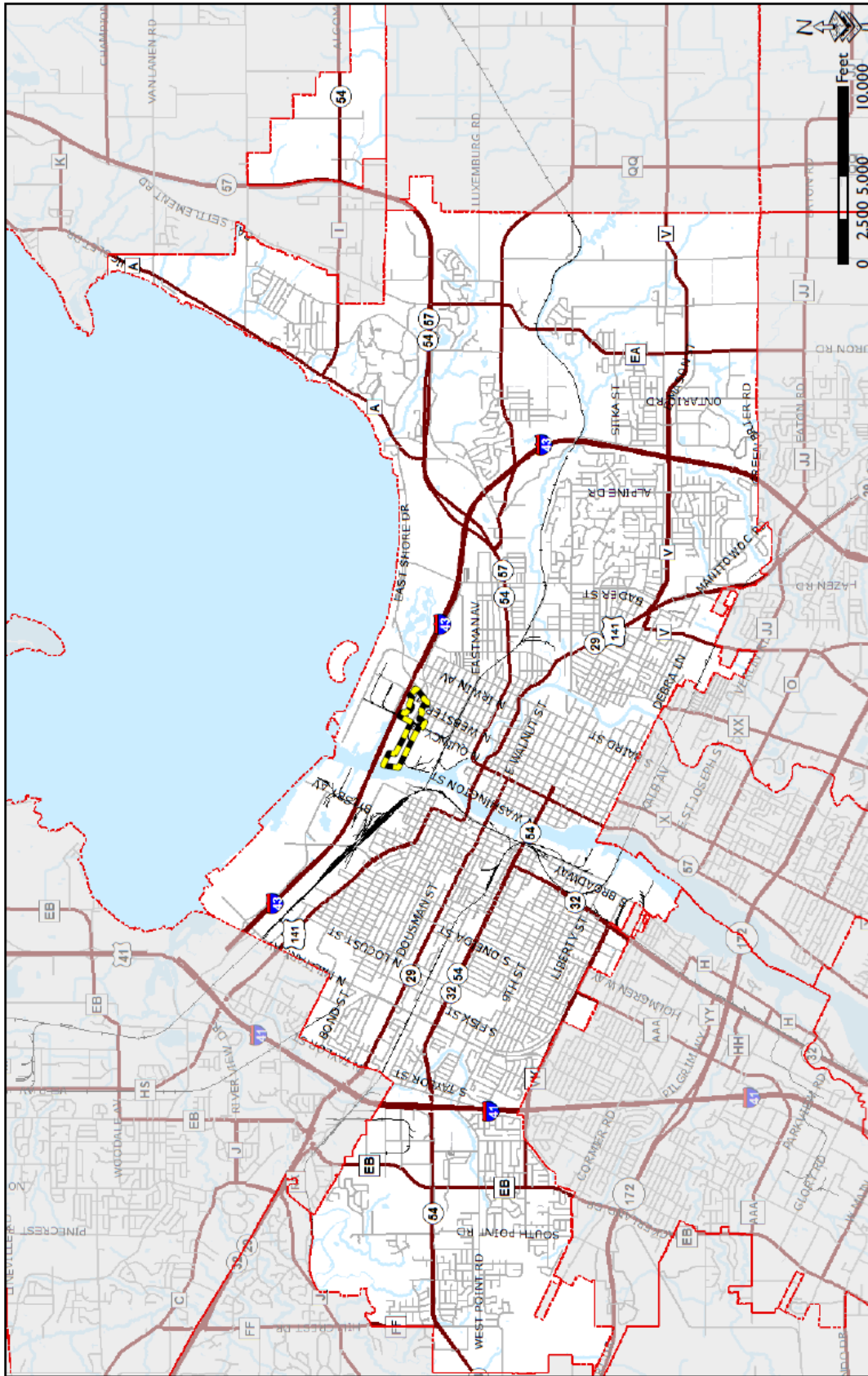
Proposed Changes to City Plans and Ordinances

Master Plan. The City updated its Comprehensive Plan in 2003. The planned uses in the TID 21 are consistent with existing planning documents and have been incorporated into future planning documents.

Official Map. All streets included in the TID 21 Plan area are included on the official Map for the City of Green Bay as adopted subdivisions. Should redevelopment projects cause a realignment of Quincy Street, Radisson Street, or another affected street, the City will take the required procedural actions to review such amendments.

Zoning. Several parcels within TID 21 may require a rezoning or the creation of Planned Unit Development (PUD). The zoning classifications and standards that will be used in the any zoning amendment will be consistent with the City Comprehensive Plan.

Building Codes. City building codes will not be changed to accommodate TID 21 activities.



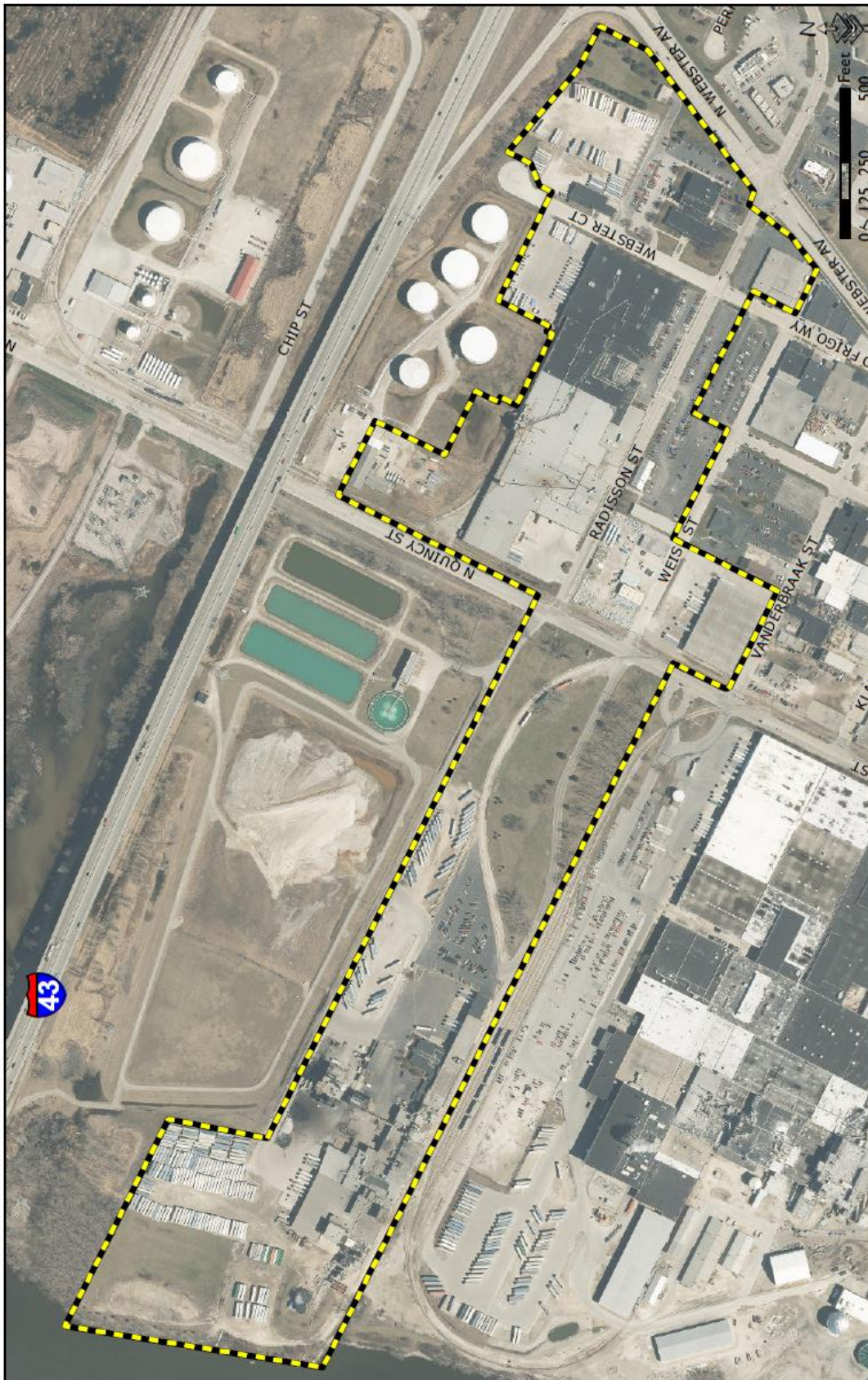
TID 21 Map 1: Location in City of Green Bay



TID 21 Boundary

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

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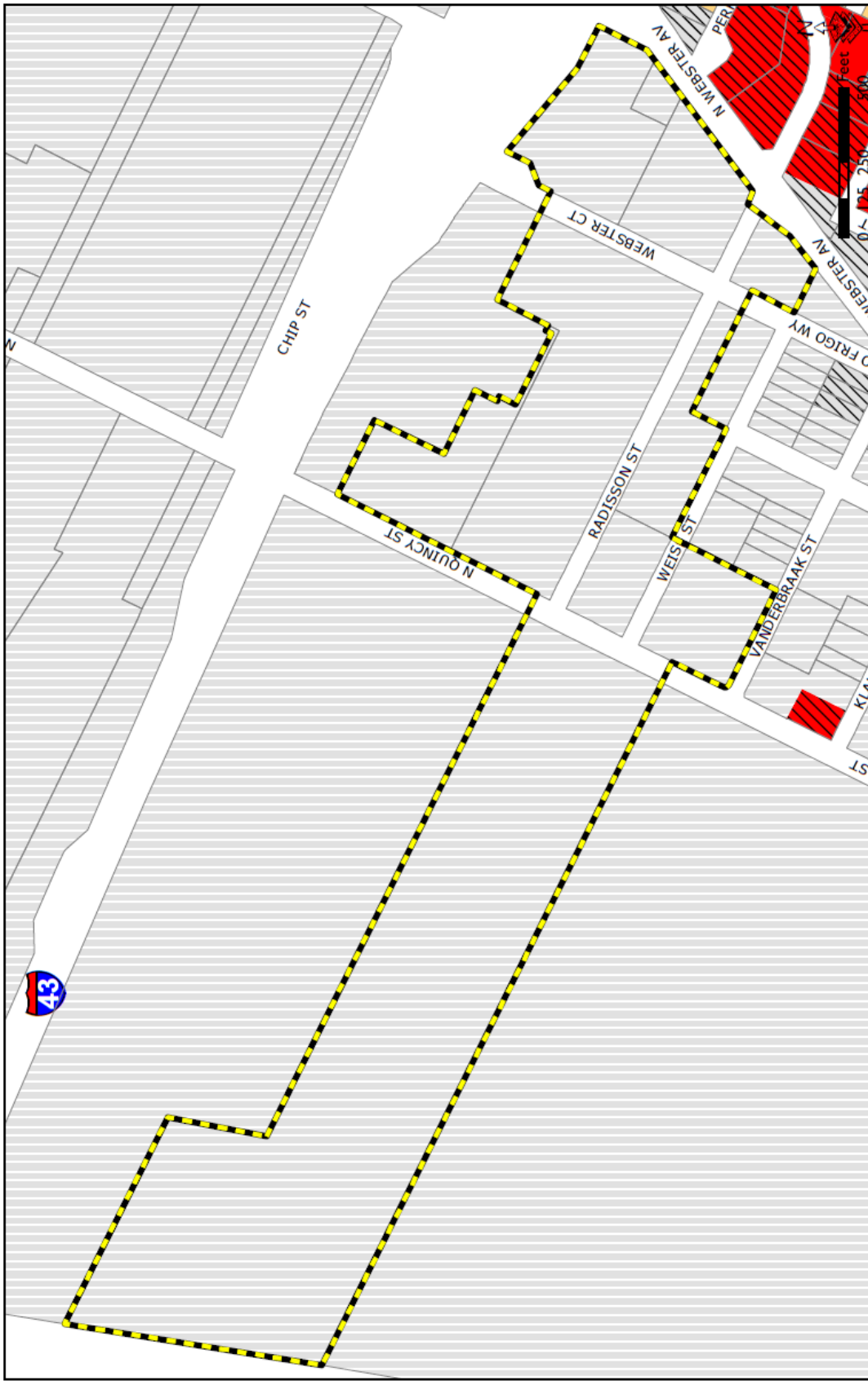


TID 21 Map 2: Boundary



TID 21 Boundary

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Date Printed: 28 Aug 2018 X:\Planning\Work Order Requests\2018\18.11 Individual TIDs\TID 21\TID 21.mxd



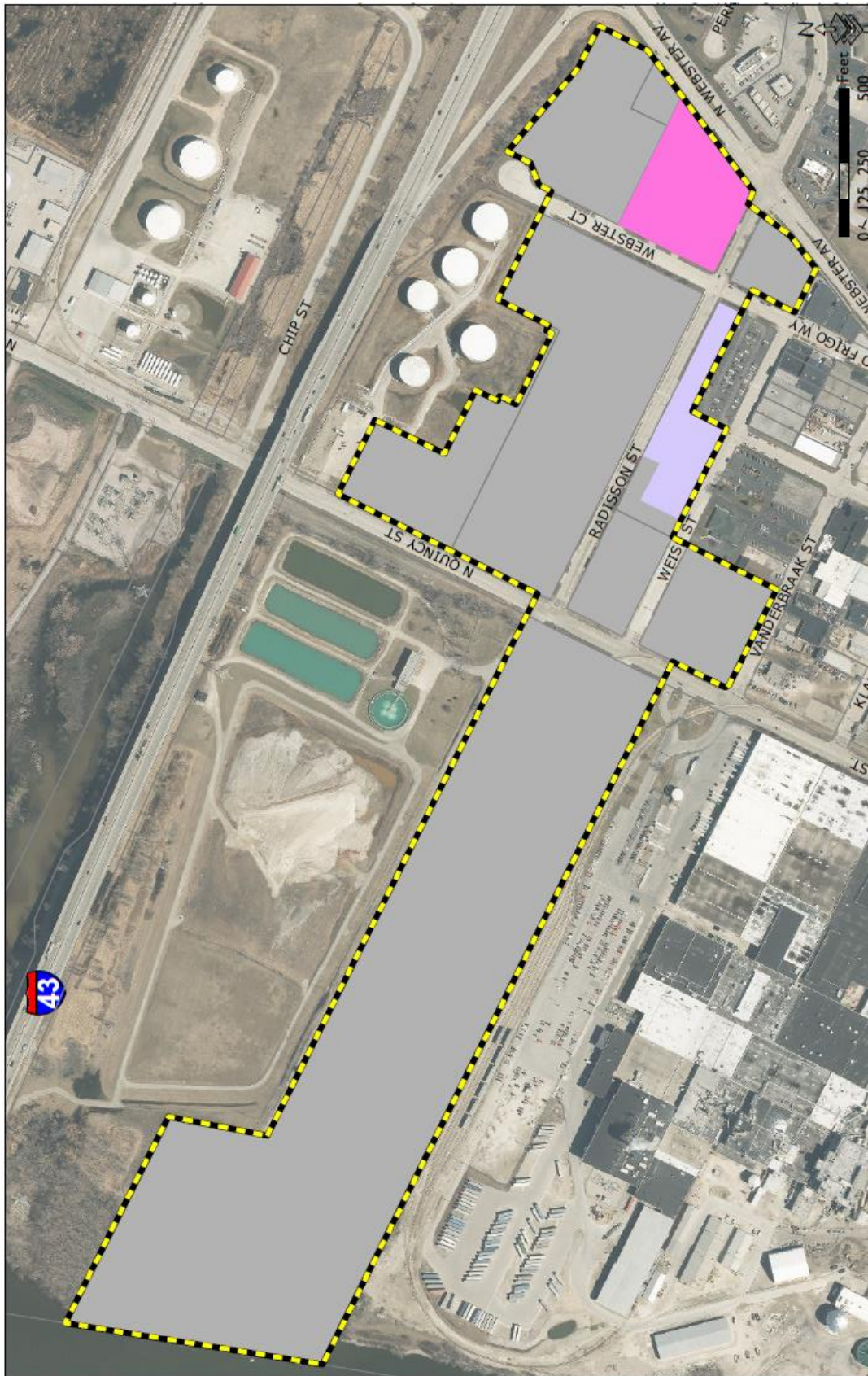
TID 21 Map 3: Zoning

Zoning

TID 21 Boundary

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NC - Neighborhood Commercial	G1 - General Industry
C1 - Commercial One	S-RLI - Special District Light Industry
C2 - Commercial Two	LI - Light Industry
C3 - Commercial Three	BP - Business Park
D1 - Downtown One	PI - Public Property / Institutional
D2 - Downtown Two	CON - Consistency
	Planned Unit District



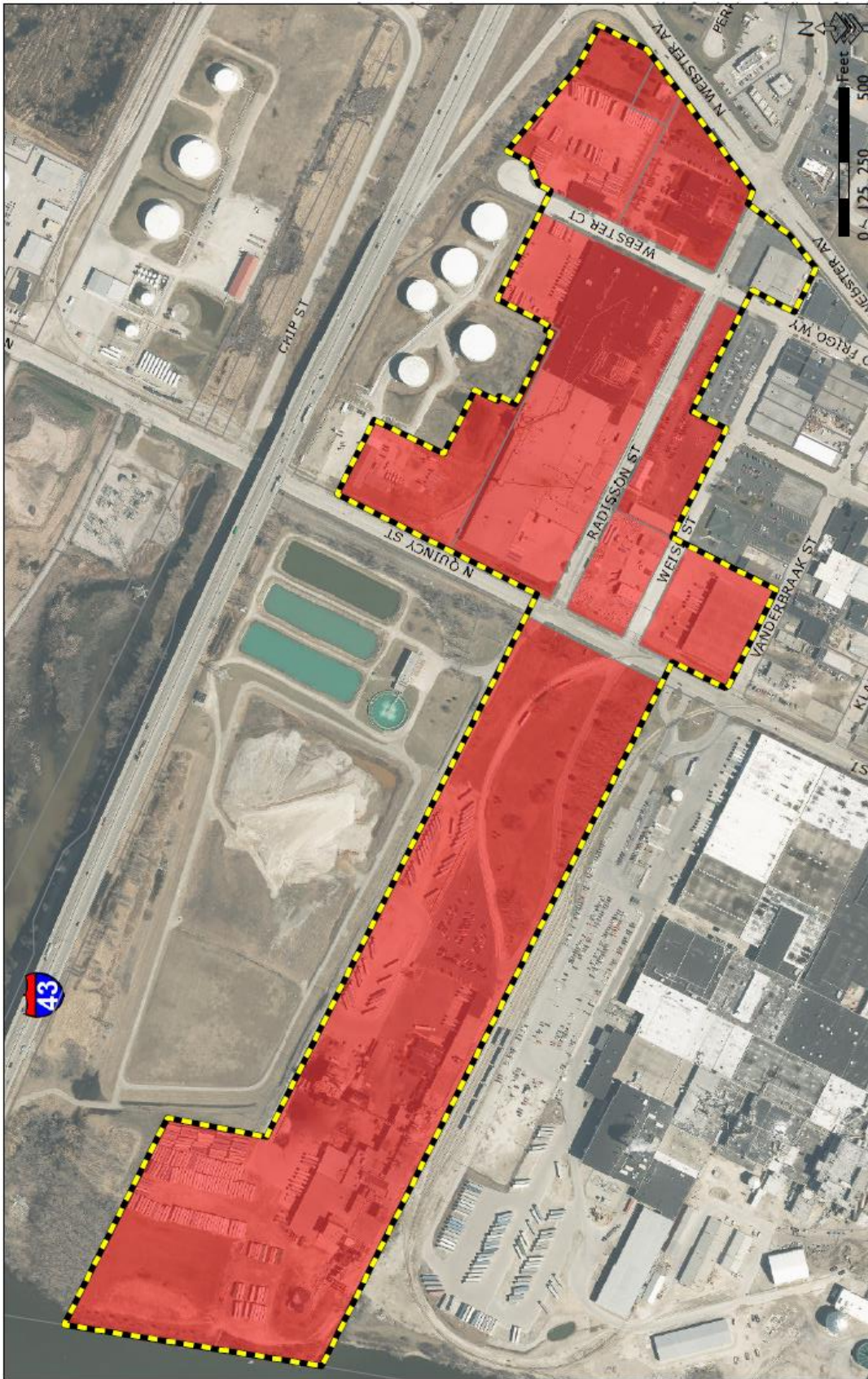
TID 21 Map 4: Land Use

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

Date Printed: 28 Aug 2018 X:\Planning\Work Order Requests\2018\1811 Individual TID\TID 21\TID 21.mxd

TID21 office
 TID21 parking
 TID21 industrial

TID 21 Boundary



TID 21 Map 5: Blighted Parcels



TID 21 Boundary **Blighted Parcels**

Makes up 74.5 acres (90.3%) of the entire TID area

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City of Green Bay Department of Community and Economic Development. ER.

Date Printed: 28 Aug 2018 X:\Planning\Work Order Requests\2018\18.11 Individual TID\TID 21\TID 21.mxd

Appendix A: City Attorney Legal Opinion



Law Department

Vanessa R. Chavez
City Attorney

September 20, 2018

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 21
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for Tax Increment District No. 21, City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan [§66.1105(4)(e), Wis. Stats.]. This hearing was held on September 10, 2018. Resolutions adopting the project plan and creating the District will be considered by the Common Council on the evening of September 25, 2018.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats., and, in particular, it contains the following:

1. A statement listing the kind, number and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.1105(2)(f)1.k., Wis. Stats.
2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.

100 North Jefferson Street ☐ Green Bay, WI. 54301 ☐ 920 448 3080 ☐ Fax 920 448 3081 ☐

World Wide Web <http://www.greenbaywi.gov>

6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.
9. A statement relating to the proposed method for the relocation of any persons to be displaced.
10. A statement indicating how the District promotes the orderly development of the City.

Thank you for your attention to this matter.

Sincerely,


Vanessa R. Chavez
City Attorney

Appendix B: Legal Description for TID 21

That part of Lots 1 through 12, Block 89; AND that part of Lots 1 through 12, Block 76; AND that part of Lots 1 through 5 and Lots 9 through 12, Block 86; AND that part of Lots 1 through 6, Block 87; AND that part of Lots 1 through 12, Block 88; located in the recorded plat of Eastman's Addition;

ALSO That part of Lots 1, 2, 3, 26, 27, and 28, Block 100; AND that part of Lots 1 through 3, Block 101; AND that part of Lots 1 through 12, Block 102; AND that part of Lots 1 through 12, Block 103; AND that part of Lots 8 and 9, Block 104; AND that part of Lots 1 through 12, Block 107; AND that part of Lots 1 through 12, Block 108; AND that part of Lots 1 through 12, Block 113; located in the recorded plat of Business Men's Association Second Addition;

ALSO that part of Lot 2, Certified Survey Map Number 8905, as filed in Volume 63 of Certified Survey Maps, Page 240, (being part of Private Claim Number 1, East side of the Fox River, which is part of the Vacated Blocks 106, 109, 111 and 112, and Vacated Streets and Alleys located in the Business Men's Association Second Addition);

ALSO that part of Private Claim 1, East side of the Fox River;

ALSO that part of the adjacent Street Rights Of Way Dedicated To The Public;

ALSO that part of the adjacent Vacated Street and Alley Rights Of Way;

All located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the intersection of the north right-of-way line of VanderBraak Street and the centerline of the vacated N Jackson Street;

thence N 63°-32'-33"W, 357.31 feet along said north right-of-way line of VanderBraak Street;

thence N42°-30'-23"W, 13.93 feet along said north right-of-way line of VanderBraak Street, to the east right-of-way line of N Quincy Street;

thence N26°26'-47"E, 198.48 feet, along said east right-of-way line of N Quincy Street;

thence N63°-31'-28"W, 2638.67 feet, to the Combined Pierhead and Bulkhead Line along the east bank of the Fox River;

thence N09°-37'-27"E, 418.93 feet along said Combined Pierhead and Bulkhead Line;

thence continuing long said Combined Pierhead and Bulkhead Line, N08°-33'-27"E, 456.64 feet;

thence S63°-29'-38"E, 775.77 feet;

thence S11°-14'-38"W, 338.46 feet;

thence S63°-29'-38"E, 2035.64 feet, to the east right-of-way line of N Quincy Street;

thence N26°-26'-54"E, 750.46 feet, along said east right-of-way line of N Quincy Street, to the most northwesterly corner of said Lot 2, Certified Survey Map Number 8905;

thence S63°-29'-20"E, 279.53 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;

thence S26°-30'-40"W, 259.83 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;

thence S63°-29'-20"E, 240.08 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S26°-30'-40"W, 79.92 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S63°-29'-20"E, 18.42 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S26°-30'-40"W, 62.58 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S63°-29'-20"E, 268.62 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence N26°-26'-20"E, 20.00 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S63°-29'-20"E, 19.66 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence N26°-26'-22"E, 191.47 feet, along a northerly line of said Lot 2, to a northerly corner of said Lot 2;
 thence S63°-28'-55"E, 404.76 feet along a northerly line of said Lot 2, and the easterly extension thereof, to the east right-of-way line of Webster Court;
 thence N26°-26'-22"E, 46.74 feet, along said east right-of-way line of Webster Court;
 thence continuing along said east right-of-way line of Webster Court, N68°-52'-26"E, 81.39 feet;
 thence continuing along said east right-of-way line of Webster Court, N26°-26'-13"E, 86.92 feet, to the south right-of-way line of Interstate Highway 43;
 thence S49°-51'-15"E, 364.98 feet along said south right-of-way line of Interstate Highway 43;
 thence continuing along said south right-of-way line of Interstate Highway 43, S63°-37'-55"E, 158.74 feet, to the west right-of-way line of N Webster Avenue;
 thence S26°-25'-10"W, 182.23 feet, along said west right-of-way line of N Webster Avenue;
 thence continuing along said west right-of-way line of N Webster Avenue, S53°-06'-58"W, 159.98 feet;
 thence continuing along said west right-of-way line of N Webster Avenue, S53°-12'-20"W, 436.40 feet;
 thence continuing along said west right-of-way line of N Webster Avenue, S68°-50'-42"W, 80.93 feet;
 thence continuing along said west right-of-way line of N Webster Avenue, S36°-57'-57"W, 113.81 feet;
 thence continuing along said west right-of-way line of N Webster Avenue, S51°-35'-34"W, 110.49 feet;
 thence continuing along said west right-of-way line of N Webster Avenue, S52°-20'-35"W, 33.26 feet, to the centerline of the vacated Weise Street right-of-way;
 thence N63°-31'-19"W, 163.09 feet along said centerline of the vacated Weise Street right-of-way, to the east right-of-way line of Leo Frigo Way;
 thence N26°-26'-22"E, 159.93 feet along said east right-of-way line of Leo Frigo Way;
 thence N63°-30'-18"W, 450.18 feet to the centerline of the vacated N Van Buren Street right-of-way;
 thence S26°-26'-06"W, 130.06 feet along said centerline of the vacated N Van Buren Street right-of-way, to the north right-of-way line of Weise Street;
 thence N63°-31'-19"W, 410.27 feet, along said north right-of-way line of Weise Street, to the centerline of the vacated N Jackson Street right-of-way;
 thence S26°-26'-27"W, 390.72 feet along said centerline of the vacated N Jackson Street right-of-way, to the point of beginning.

Parcels affected being Tax Parcel numbers: 20-494, 20-682, 20-308, 20-452-1, 20-464, 20-619, 20-650, 20-665, 20-678 and 20-684-A.

Appendix C: TID 21 Parcels and Assessed Values

PARCEL	ADDRESS	ACRES	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
20-494	733 WEISE ST	1.806ac	\$ 220,300	\$ 181,300	\$ 401,600
20-682	1910 N QUINCY ST	12.88ac	\$ 281,000	\$ 2,978,600	\$ 3,259,600
20-308*	1500 N QUINCY ST	2.811ac	\$ 138,800	\$ 529,700	\$ 668,500
20-452-1*	1600 LEO FRIGO WY	1.183ac	\$ 70,100	\$ 259,300	\$ 329,400
20-464*	900 RADISSON ST	2.696ac	\$ 133,100	\$ 185,400	\$ 318,500
20-619*	1802 WEBSTER CT	.449ac	\$ 26,600	\$ 29,600	\$ 56,200
20-650*	1700 WEBSTER CT	3.229ac	\$ 191,200	\$ 1,670,600	\$ 1,861,800
20-665*	1800 WEBSTER CT	4.319ac	\$ 213,200	\$ 248,700	\$ 461,900
20-678*	831 RADISSON ST	11.645ac	\$ 517,200	\$ 4,899,600	\$ 5,416,800
20-684-A*	1601 N QUINCY ST	36.731ac	\$ 1,801,000	\$ 3,535,300	\$ 5,336,300
TOTAL			\$ 3,592,500	\$ 14,518,100	\$ 18,110,600

**parcels marked as manufacturing have 2017 values listed - 2018 values not yet available*

Appendix D: TID 21 Pro Forma

TID #	REVENUES				EXPENDITURES			TID BALANCE
	PARCEL COUNT	BASE VALUE	TAX RATE	LOANS	PAYGO		MANAGEMENT	
		NEW VALUE	INC VALUE		INC TAXES	DEBT SERVICE		
21 Green Bay Packaging	10	\$ 18,110,600	\$ 22.79	-	\$ -	\$ -	\$ (53,000)	\$ (53,000)
CREATED		\$ 18,110,600	\$ -	-	\$ -	\$ -	\$ (51,700)	\$ (104,700)
Tuesday, September 18, 2018		\$ 18,110,600	\$ -	-	\$ -	\$ -	\$ (50,400)	\$ (155,100)
YEAR		\$ 64,514,700	\$ 46,404,100	-	\$ -	\$ -	\$ (49,100)	\$ (204,200)
0	\$ 18,110,600	\$ -	\$ -	-	\$ -	\$ (951,794)	\$ (47,800)	\$ (146,245)
2018	\$ 18,110,600	\$ -	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (46,500)	\$ (88,990)
2019	\$ 18,110,600	\$ -	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (45,200)	\$ (30,434)
2020	\$ 18,110,600	\$ -	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (43,900)	\$ 29,421
2021	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (42,600)	\$ 90,577
2022	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (41,300)	\$ 153,032
2023	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (40,000)	\$ 216,788
2024	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (38,700)	\$ 281,843
2025	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (37,400)	\$ 348,198
2026	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (36,100)	\$ 415,854
2027	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (34,800)	\$ 484,809
2028	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (33,500)	\$ 555,065
2029	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (32,200)	\$ 626,620
2030	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (30,900)	\$ 699,476
2031	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (29,600)	\$ 773,631
2032	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (28,300)	\$ 849,087
2033	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (27,000)	\$ 925,842
2034	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (25,700)	\$ 1,003,897
2035	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (24,400)	\$ 1,083,253
2036	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (23,100)	\$ 1,163,908
2037	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (21,800)	\$ 1,245,864
2038	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (20,500)	\$ 1,329,119
2039	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (19,200)	\$ 1,413,675
2040	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ (17,900)	\$ 1,499,530
2041	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ -	\$ -
2042	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ -	\$ -
2043	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ -	\$ -
2044	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ -	\$ -
2045	\$ 64,514,700	\$ 46,404,100	\$ 1,057,549	-	\$ -	\$ (953,794)	\$ -	\$ -
TOTAL	\$ 64,514,700	\$ 46,404,100	\$ 25,381,187	-	\$ -	\$ (22,889,056)	\$ (992,600)	\$ 1,499,530



City of Green Bay
Department of Community and Economic Development

To: Members of the City of Green Bay Joint Review Board (JRB)
From: Kevin J. Vonck, Development Director
Re: Tax Incremental District Twenty-One (TID 21): Green Bay Packaging

The Green Bay Packaging neighborhood is northeast of the downtown central business district. It is centered along Quincy Street, which serves a number of large-scale industrial facilities, primarily in the production of paper and packaging products. It lies just east of the Fox River; just south of Interstate 43; and just west of Webster Avenue, a mixed-use corridor that runs north-to-south through the City.

The primary landowner in this neighborhood, Green Bay Packaging Inc., which was started in 1933, is a family-owned, vertically-integrated company with facilities in fourteen (14) states, including corrugated container plants, recycled and virgin linerboard mills, specialty converting operations, timberlands and a sawmill.

Most of the facilities and equipment within the operation are greater than fifty (50) years old and show signs of dilapidation, deterioration, age, and obsolescence, including (in some cases) inadequate provision for ventilation, light air, sanitation, open spaces, and/or the existence of conditions which endanger life or property by fire and other causes. The City seeks to make investments in this area to eliminate this blight.

TID 21 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and parcels, environmental cleanup and remediation, and a lack of amenities that encourage pedestrian and bicycle traffic. Of the 78 total acres of real property within TID 21, 75 acres, or 96 %, are in need of blight elimination.

On July 17, 2018, the Common Council designated the Redevelopment Authority (RDA) to perform all acts necessary for the creation of TID 21. The RDA directed City staff to propose a boundary and prepare a Project Plan that identified potential redevelopment activities, including disbursement of grants and loans as well as the construction or reconstruction of streets, utilities, parks, and other public infrastructure.

On September 6, 2018, The Joint Review Board (JRB) convened to elect a Chair, select a public member to the Board, and discuss the proposed boundary and Project Plan for TID 21.

On September 10, 2018, the RDA held a public hearing on the proposed creation of TID 21, where interested parties were afforded opportunity to express their views. Owners of property identified as in need of blight elimination received by first class certified mail notice of the hearing. A Class Two notice was also published in the Green Bay Press-Gazette. The Plan was posted on the City website and a hard copy was made available for public review. At that meeting, the RDA recommended Common Council draft and adopt a resolution that establishes the TID 21 Boundary and TID 21 Project Plan.

On September 25, 2018, the Common Council passed a resolution that establishes the TID 21 Boundary and adopts TID 21 Project Plan, effective January 1, 2018.

On October 4, 2018, the JRB will meet to approve or deny the proposal. The decision must be based on the following criteria:

1. *Would the desired development occur without tax increment financing?*
2. *Are the economic benefits of new development greater than the cost of improvements?*
3. *Are the economic benefits of new development greater than the tax increments to be paid by property owners in overlying districts?*

In accordance with Wis. Stats. §66.1105(4)(i), the local legislative body shall provide the JRB with the following information and projections:

1. *The specific items that constitute the project costs, the total dollar amount of these project costs to be paid with the tax increments, and the amount of tax increments to be generated over the life of the tax incremental district.*

The Project Plan (p. 8-10) identifies \$26,000,000.00 worth of potential project costs to be paid with tax increments, with \$23,881,657.00 specifically allocated at this time. The City estimates that TID 21 will generate \$25,381,187.00 of cumulative tax increment during the life of the TID.

2. *The amount of the value increment when the project costs in subd. 1. are paid in full and the tax incremental district is terminated.*

The City estimates that TID 21 will generate \$46,404,100.00 of new property value increment upon its termination.

3. *The reasons why the project costs in subd. 1. may not or should not be paid by the owners of property that benefits by improvements within the tax incremental district.*

That “but for” the creation of TID 21, the development projected to occur as detailed in this Plan would not occur in a timely manner, in a manner desired by the City, or occur at all, because of: 1) additional costs associated with the rehabilitation of existing structures and parcels; 2) blighted parcels that deter private investment; and 3) additional costs associated with environmental cleanup and remediation

That being said, TID 21 increment should not pay for project costs, specifically incentives (grants and loans), to a recipient that fails to demonstrate that “but for” the use of public funds, the development projected to occur as detailed in the Project Plan would not occur in the manner desired by the City.

4. *The share of the projected tax increments in subd. 1. estimated to be paid by the owners of taxable property in each of the taxing jurisdictions overlying the tax incremental district.*

The City estimates the 2017 combined tax levy to be allocated among the taxing jurisdictions as follows:

- 41% Green Bay Area Public Schools
- 37% City of Green Bay
- 18% Brown County
- 3% Northeast Wisconsin Technical College
- 1% State of Wisconsin

5. *The benefits that the owners of taxable property in the overlying taxing jurisdictions will receive to compensate them for their share of the projected tax increments in subd. 4.*

TID 21 enhances the community economic climate. As properties in the TID become more attractive in which to invest and conduct business, the amount of money circulating in the local market increases, which has a positive impact beyond the TID. When TID 21 has met all obligations and dissolves, the overlying taxing jurisdictions will receive additional revenue based on \$46,404,100.00 of value increment.

Detail Summary of Projects Issued

9/1/2018 to 9/30/2018

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
74391	2815 NICOLET DR..22-139	SANDRA J EWALD	MARK WAE GHE BUILDERS LLC	\$1,657.25	\$600,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, SINGLE STORY WITH ATTACHED GARAGE						
*NEED EC SUBMITTAL, INCOMPLETE, SEE DRAG FILE. BUILDING PLANS HAVE BEEN ROUTED FOR REVIEW AND REST OF SUBMITTAL IS COMPLETE.						
74499	720 N BROADWAY..5-75	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	NEIGHBORWORKS	\$1,088.79	\$160,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY HOME W/ATTACHED GARAGE						
74509	122 N BEDFORD RD..21-8353	APPLE TREE GB TWO LLC	APPLE TREE GB TWO, LLC	\$883.69	\$236,900.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74601	3498 MAYAPPLE DR..21-8139	BLUE VIPER LLC	DETRIE BUILDERS INC	\$1,380.07	\$275,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74605	266 LOST RIDGE CT..21-8056	JON E & AMY J HAZUKA	ROC BUILDING SOLUTIONS, LLC	\$1,552.93	\$354,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74663	3610 GLEN OAKS PS..22-2075	AARON HANKE	VAN'S LUMBER & CUSTOM BUILDERS	\$2,047.75	\$860,000.00	Pending
[01-101 - Single Family House, Detached] TWO-STORY W/ATTACHED GARAGE						
74719	205 N VAN BUREN ST..10-72-A	ROBERT DETRIE	DETRIE BUILDERS INC	\$1,620.36	\$200,000.00	Pending
[01-101 - Single Family House, Detached] 2-STORY PLUS BASEMENT W/ATTACHED GARAGE TWIN TOWN HOMES						
74722	201 N Van Buren..10-72	CITY OF GREEN BAY-CLERK	DETRIE BUILDERS INC	\$1,670.62	\$200,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY 2-STORY W/ATTACHED GARAGE						
74773	3336 LARGO RIDGE DR..21-8239	LARGO RIDGE DEV LLC	JOHNNY B HOME CONSTRUCTION	\$1,278.33	\$250,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY W/ATTACHED GARAGE						
74858	3519 PEPPERGRASS DR..21-8127	TLP LLC ETAL	DETRIE BUILDERS INC	\$1,545.30	\$300,000.00	Pending
[01-101 - Single Family House, Detached] NEW SINGLE FAMILY HOME						
74339	925 MT. HOOD CT..21-6108	MICHAEL A & ROXANNE M DENNEAU	MICHAEL A & ROXANNE M DENNEAU	\$205.00	\$516.00	Pending
[02-434 - Single-Family Residential Building, Alteration] per complaint 87740, already completed by unlicensed contractor. Owner now taking out permit and hiring licensed trades contractors						
74511	1520 CAREFUL DR..6-1027-26	JOHN E BEGALKE	LEGACY SUNROOMS	\$150.00	\$25,687.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Variance approved for rear setback.						
74627	832 S ROOSEVELT ST..17-109	BELINDA M BURKEL	BELINDA M BURKEL	\$200.00	\$15,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] electrical/hvac and plumbing upgrade. -No structural or interior remodel work so owner pulled permit but nothing technically needed for licenses.						
74633	3410 NICOLET DR..22-44-14	YANG PAO HER	RYAN DEMPSEY	\$150.00	\$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Update flooring, trim cabinets, doors, lights, and painting. New structural.						
74637	1446 WALLS ST..1-2003	NICHOLAS W KOPETSKY & TIARA D WATERMOLEN	NICHOLAS W KOPETSKY & TIARA D WATERMOLEN	\$150.00	\$5,000.00	Pending

[02-434 - Single-Family Residential Building, Alteration] PLUMBING REPAIRS, ELECTRICAL REPAIRS

74651	817 ELIZABETH ST..19-31-1	MARY LYNN M PETERS	SERVICE MASTER RECOVERY BY RESTORATION HOLDING	\$150.00	\$100,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

74675	412 SARATOGA ST..6-1863-20	JAMES K MATZKE	1ST CHOICE RESTORATION SERVICES	\$125.00	\$15,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Fire damage to attached garage, will replace all trusses except gable ends.

74687	3028 WHITE SANDS TERR..6H-4170	DONALD G MURRAY	JAMES KASSNER CONSTRUCTION, INC.	\$175.00	\$60,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

74693	1269 ELMORE ST..5-1334	HAROLD J MAYVILLE	WESTERFELD CONSTRUCTION	\$230.00	\$25,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Only cosmetic building work
-Trades work to include electrical, plumbing and HVAC upgrades

74694	891 HOWARD ST..3-462	ADZ INVESTMENTS LLC	ADZ CONSTRUCTION LLC	\$293.00	\$15,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] HAS CUP TO BE A 2-FAMILY. THIS PROJECT IS FOR FIRE SEPERATION AND TRADES WORK
ALONG WITH RENOVATIONS FOR INTERIOR.

74701	209 OXFORD AV..5-497	JOHN F ROSEBERRY	CREATIVE EDGE PROPERTIES LLC	\$280.00	\$40,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Remodel and remove wall in kitchen / update bathrooms and kitchen

74733	1035 DIVISION ST..5-1182	ANNE M KASUBOSKI	GARY BASTEN CONSTRUCTION	\$200.00	\$12,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] CONVERT SCREEN ROOM INTO 4 SEASON ROOM

74769	311 N OAKLAND AV..5-494	REXFORD E BUXTON	REXFORD E BUXTON	\$50.00	\$150.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

74772	1130 12th AV..1-687-A	JASON L CORONADO	SQUARE ONE RESTORATION	\$180.00	\$48,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] TO INCLUDE PORCH REPLACEMENT PER ORDERS 87965

74848	150 MANDRAKE DR..21-8131	JEROD R & JOSIE WEBSTER	WLH CUSTOM HOMES LCC	\$418.00	\$52,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] No bedrooms, to include bathroom, office, family room.

74861	726 MARSHALL AV..18-406	ANDREA & AARON FANTA	BROYER HOME REPAIR SERVICE LLC	\$255.00	\$0.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] 1ST AND 2ND FLOOR

74691	205 N VAN BUREN ST..10-72-A	ROBERT DETRIE	KOCKEN BROS EXCAVATING	\$175.00	\$7,500.00	Pending
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[05-645 - Raze Sungle-Family house(attached or detached)] DEMO HOUSE

74692	209 N VAN BUREN ST..10-72-B	RICHARD J & JOYCE D HERMAN	KOCKEN BROS EXCAVATING	\$175.00	\$7,500.00	Pending
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[05-645 - Raze Sungle-Family house(attached or detached)] DEMO HOUSE

74729	143 CLEVELAND ST..3-183	DENNIS J & GERTRUDE F DOLAN	DOLAN HOMES INC	\$175.00	\$16,000.00	Pending
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[05-645 - Raze Sungle-Family house(attached or detached)] RAZE BURNED OUT BUILDING AND FOUNDATION, HAUL AWAY DEBRIS FILL OLD
BASEMENT EXCAVATION

74751	2025 EASTMAN AV..21-295-15	TANDEM REAL ESTATE INVESTMENT GROUP LLC	GUY FARVOUR IV	\$140.00	\$0.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] To include electrical and deteriated deck

74752	2035 EASTMAN AV..21-295-14	TANDEM REAL ESTATE INVESTMENT GROUP LLC	GUY FARVOUR IV	\$70.00	\$0.00	Pending
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[10-434 - Multi-Family Residential Building Alteration] MINOR SITE REPAIRS

73061	1351 PERROT ST..21-1506	JPT PROPERTIES LLC	JPT PROPERTIES LLC	\$450.00	\$5,000.00	Pending
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[11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).] 50' X 80' POLE BARN

73515	2545 FINGER RD..21-105-2	MASSARTS LLC	GREEN BAY AREA BUILDERS, LLC	\$1,901.00	\$0.00	Pending
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[11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).]

74132	1523 N DANZ ..21-429-15	AMERICAN TRANSMISSION CO LLC	RDI GROUP (BUILDING)	\$590.00	\$67,580.00	Pending
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[11-325 - public works, utilities(transportation, water supply, heat, communication, power, sewage disposal)] NEW REGULATOR STATION FOR WPS

74662	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	MIRON CONSTRUCTION	\$2,740.00	\$0.00	Pending
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[11-320 - Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] This project encompasses the general site plan work from utilities to demo. - PaulVC 9/7/2018

74876	1657 MAIN ST..21-2545	NIC S II LLC	EVERARDO CUIEL	\$360.00	\$10,000.00	Pending
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[11-327 - stores, customer services(restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] CLEAN UP RESTAURANT AREA/ADD RECP ON NEW STUD WALL

71591	1010 UNIVERSITY AV..7-741	GREEN BAY DRESSED BEEF LLC	SCHUH CONSTRUCTION	\$245.50	\$82,885.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Project to be adding access drive, driveway, light poles and median cut on Universtiy.

73320	212-214 S WEBSTER AV..14-720	EVERARDO & IRENE CUIEL	EVERARDO & IRENE CUIEL	\$976.78	\$2,500.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Went from shell in 2009 to to an approved site plan for a day care that did not happen, the following with no updated site plans to mechantile (clothing) to a beauty salon for the entire space and now just recently they divided the space to add MetroPCS to the front half of the building. I am having them do a Change of Use submittal for the site plan and concurrent building plan. Paulvc 5/9/2018

73762	2255 UNIVERSITY AV..21-2705	PHILIP F & PETER S LEE	PHILIP F & PETER S LEE	\$1,920.00	\$60,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Interior building work did not require plans as it was cabnets, flooring etc. per the owner.

73848	1315 LIME KILN RD..23-244-3	THE SALVATION ARMY	IEI GENERAL CONTRACTORS	\$848.40	\$29,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Relocating some doors and interior finishes (ie sound pannels, cabinets, etc) Also removing a sink and adding a drinking fountain.

74232	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	CR MEYER	\$1,043.92	\$760,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] BUILDING 73-REMOVE EXISTING DOCK BUILDIGNS & ADD NEW LOADING DOORS

74349	919 AUTO PLAZA DR..21-127-3	GANDRUD CHEVROLET NISSAN	BAYLAND BUILDINGS INC	\$930.00	\$75,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] INTERIOR ALTERATIONS FOR RESTROOMS AND BREAKROOM

74615	2253 W MASON ST..6H-1088-4-2	AURORA HEALTH CARE INC	BOLDT CONSTRUCTION	\$1,367.67	\$243,694.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] EYE CLINIC REMODEL

74617	435 E WALNUT ST..11-210	GREEN BAY BUSINESS CENTER III LLC	IEI GENERAL CONTRACTORS	\$586.56	\$250,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Partial 2nd floor tenant alterations

74628	2020 ANGIE AV..20-694	MCDONALD LUMBER CO	MIRON CONSTRUCTION	\$140.00	\$20,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Temporary truck scale as part of GB Packaging projects (Wolfpack)

74690	607 PINE ST..11-149	MAIN ORIENTAL MARKET LLC	JAMES SMITH	\$170.00	\$1,700.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] -No electrical work, existing fixtures being changed out.

74782	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	MIRON CONSTRUCTION	\$1,940.00	\$1,200,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ADDING "3 YEAR TEMPORARY SERVICE" (NOT TEMPORARY IN ELECTRICAL CODE) POWER ELECTRICAL ROOM. INCLUDED IS EXTERNAL COST OF RELOCATING THE POWER.

74867	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	MIRON CONSTRUCTION	\$851.57	\$37,800.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODEL OF SUITE 330 AT AURORA BAY CARE MEDICAL CENTER IN GREEN BAY.

74868	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	MIRON CONSTRUCTION	\$1,631.50	\$379,806.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODEL PED/ICU ROOMS ON THE 3RD AND 4TH FLOORS OF AUORA BAY CARE MEDICAL CENTER IN GREEN BAY.

74674	222-224 N ADAMS ST..12-146	VICE ENTERPRISES LLC	BADGERLAND DEMOLITION	\$70.00	\$150,000.00	Pending
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[15-649 - Raze Commercial Building or other Structure] Removing all interior non bearing walls, flooring, sheetrock and furring stripes to bring interior of building to brick shell.

74708	1611 STATE ST..1-1407-5	GEORGIA PACIFIC CORP	IMMEL CONSTRUCTION	\$70.00	\$372,800.00	Pending
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[15-649 - Raze Commercial Building or other Structure] DOWN TO SLAB, WHICH IS STAYING.

74788	2475 W MASON ST..6H-1111-A	MASON REALTY LLC	DELEERS CONSTRUCTION	\$70.00	\$50,000.00	Pending
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[15-649 - Raze Commercial Building or other Structure] ONLY INTERIOR

74715	200 DOUSMAN ST..5-1524-1	TITLETOWN BREWING CO LLC	TOP VALUE	\$140.00	\$500.00	Closed
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[16-*** - Temporary Office or Trailer
] For September 14 and 15

74814	402 DOUSMAN ST..5-593	SAMS INVESTMENTS LLC	CITY OF GREEN BAY	\$0.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer
] Use of the first floor only for a temporary event on 9/21 and 9/22/2018. The upper floors are condemned for occupancy due to a fire. Those floors are restricted access for this event.

74823	299 WASHINGTON WAY..12-1-1	CITY OF GREEN BAY-CLERK	SRSE	\$70.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer
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74824	WASHINGTON ST..15-168	GREEN BAY REDEVELOPMENT AUTHORITY	SRSE	\$70.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer
] OCTOBER 6, 2018 30 X 30 TENT NO POWER

69618	1226 ELMORE ST..5-1315-G-1	DANIEL W & RENEE S KUNTZ	OLP MASONARY & CONSTRUCTION	\$284.00	\$18,000.00	Pending
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[17-438 - New Garage or Carport] 1152 SF VARIANCE APPROVED
-PATIO ALSO

71755	338 S CLAY ST..14-894	JAMES C & ALETTA L STUMO	JAMES C & ALETTA L STUMO	\$150.00	\$8,000.00	Pending
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[17-438 - New Garage or Carport] VARIANCE REQUEST TO BE LESS THAN 4 ' OFF LOT LINES FOR DETACHED GARAGE.

73180	891 HOWARD ST..3-462	ADZ INVESTMENTS LLC	ADZ CONSTRUCTION LLC	\$150.00	\$12,000.00	Pending
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[17-438 - New Garage or Carport] WILL BE OVER 50 % IMPERVIOUS COVERAGE- VARIANCE APPROVED.
- PERMIT FOR EXTERIOR WORK ONLY.

74351	3503 NICOLET DR..22-45	DAVID G & NICOLE G PERRET	OWNER	\$200.00	\$20,000.00	Pending
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[17-438 - New Garage or Carport] 27x37
-Variance to be accessory building in front of principal building. -OK
-CUP on height being over 10 ' wall and 16' total. -OK

74466	2980 ST. ANTHONY DR..21-282	BROWN COUNTY MENTAL HEALTH CENTER	LEADERSHIP GREEN BAY	\$290.00	\$25,000.00	Pending
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[17-438 - New Garage or Carport] 30x20 detached garage. Site Plan approved

74532	805 ROYAL BLVD..18-1306	KAYLA A KUJAVA	KAYLA A KUJAVA	\$350.00	\$55,000.00	Pending
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[17-438 - New Garage or Carport] RAZE INCLUDED
28X30 GARAGE
-NEW FENCE

74566	1770 BOND ST..6-58-D	MARK P & DONNA J JAHNKE	DIVERSIFIED CONSTRUCTION & MAINTENANCE LLC	\$150.00	\$25,000.00	Pending
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[17-438 - New Garage or Carport] VARIANCE APPROVED FOR ACCESSORY EXCEEDING PRINCIPAL
28X35 DETACHED GARAGE

74735	3890 FINGER RD..21-188-2	JOHN C & JOAN F PHILLIPS	COUNTRYSIDE CONSTRUCTION	\$182.08	\$30,000.00	Pending
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[17-438 - New Garage or Carport] NEW 24X36 IN THE BACK YARD

74736	811 9th ST..1-1382	RONALD J & BONNIE J ZEUTZIUS JR	RONALD J & BONNIE J ZEUTZIUS JR	\$141.20	\$8,500.00	Pending
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[17-438 - New Garage or Carport] 24X40 NO ELECTRICITY

74748	209 OXFORD AV..5-497	CREATIVE EDGE PROPERTIES LLC	CREATIVE EDGE PROPERTIES LLC	\$100.00	\$10,000.00	Pending
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[17-438 - New Garage or Carport] 20 x 20 -400 sf

74813	1099 ELMORE ST..5-1356-C	LARRY T REED	ODD JOBS OF NE WI LLC	\$150.00	\$21,200.00	Pending
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[17-438 - New Garage or Carport] 26x18

74919	1369 9th ST..6-203	PEOTTER PROPERTIES LLC	OWNER	\$150.00	\$15,000.00	Pending
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[17-438 - New Garage or Carport] Existing garage damaged from Snow Storm. New garage to replace from act of nature. In R1.

74652	1699 BOND ST..6-72-1 [21-649 - Demolition of all Other Buildings or Structures]	JAMES & SUSZANNE FOX	JAMES & SUSZANNE FOX	\$50.00	\$2,600.00	Closed
74743	1209 WIRTZ AV..1-70 [21-649 - Demolition of all Other Buildings or Structures] DEMO GARAGE	LYNNE ZALEWSKI BRITZ & CHRISTOPHER C BRITZ	ACCUCUT CONCRETE FINISH & REMOVAL	\$50.00	\$0.00	Closed
74639	1324 HOBART DR..6H-1678 [22-328 - Shed, Yard Building] 12X12 SHED, STICK BUILT.	HUE VANG	HUE VANG	\$50.00	\$900.00	Pending
74661	265 MCKENZIE LN..21-7893 [22-328 - Shed, Yard Building] Pre-fab 12X16	BRADLEY J & JAMIE DOWNS	BRADLEY J & JAMIE DOWNS	\$50.00	\$5,000.00	Pending
74673	1344 BIEMERET ST..6-860 [22-328 - Shed, Yard Building] PREFAB 9X10	WILLIAM F & KRISTINE A HARTUNG	WILLIAM F & KRISTINE A HARTUNG	\$50.00	\$890.00	Closed
74695	1463 LIBERTY ST..6-1333 [22-328 - Shed, Yard Building] WAS EXISTING SLAB FROM OLD SHED, NOW HAD NEW 8X8 PREFAB SHED PUT ON IT.	THOMAS M & CAROLYN J NUTHALS	SUNNY VIEW STORAGE SHED LLC	\$50.00	\$2,200.00	Closed
74714	986 BOND ST..5-1297-B [22-328 - Shed, Yard Building] 10 x 10 SHED; SECURED TO GROUND 4" BLOCKS	LYDIA J KING & E LA MONT BITTON	LYDIA J KING & E LA MONT BITTON	\$50.00	\$1,500.00	Pending
74742	3355 STAR CREEK LN..21-7737 [22-328 - Shed, Yard Building] 12 X 16 YARD SHED	RONALD C TERRIEN	RONALD C TERRIEN	\$100.00	\$3,000.00	Pending
74819	1577 CAREFUL DR..6-1027-40 [22-328 - Shed, Yard Building] VINYL SHED	STACEY L BROCK	OWNER	\$50.00	\$900.00	Pending
74844	911 HOLSCHUH LN..21-6270-43 [22-328 - Shed, Yard Building] SHED	TODD M GREENING	TODD M GREENING	\$100.00	\$0.00	Pending
74864	2994 W MASON ST..6H-1180-1 [22-328 - Shed, Yard Building] PREFAB 10X12	ALLAN W CLAUSEN & CAROL J BAUMGART	HOME DEPOT	\$50.00	\$3,200.00	Pending
74430	441 ELIZABETH ST..19-159 [23-434 - Deck, Porch, Patio] Variance approved for 25' setback. REMOVE EXISTING SMALL DECK AND STAIRS. REPLACE WITH NEW STAIRS.	NEWCAP INC	NEWCAP, INC.	\$100.00	\$10,000.00	Pending
74606	1206 GAIL DR..21-6410-64 [23-434 - Deck, Porch, Patio] RESURFACE DECK	BRIAN M & SHELLEY L ZWIEG	TUNDRALAND	\$50.00	\$18,400.00	Pending
74635	481 WAYFARER WAY..21-2475-D-40 [23-434 - Deck, Porch, Patio] ALONG SIDE OF GARAGE AND REAR	JUSTIN R FAUBERT	JUSTIN R FAUBERT	\$50.00	\$0.00	Closed
74636	1217 WIRTZ AV..1-72 [23-434 - Deck, Porch, Patio]	DANIEL J NOE	HABITAT FOR HUMANITY	\$50.00	\$10,000.00	Closed
74676	1332 EMILIE ST..17-577 [23-434 - Deck, Porch, Patio] WILL BE NEW CONCRETE STEPS	JOEL A & RUTH H BLUMA	JOEL A & RUTH H BLUMA	\$75.00	\$500.00	Pending
74728	1616 PREBLE AV..19-357 [23-434 - Deck, Porch, Patio] 12X14 CONCRETE ALONG WITH 12X18 CONCRETE SLAB AND SERVICE WALK BY GARAGE	MARK J & NANCY M DURY	MARTO CONCRETE	\$50.00	\$4,300.00	Pending
74731	1676 LAKE LARGO DR..21-262-28 [23-434 - Deck, Porch, Patio] FRONT PORCH	JOSEPH J BARNA	RCLS CONSTRUCTION LLC	\$75.00	\$3,500.00	Pending
74732	1686 LAKE LARGO DR..21-262-27	HOSSEIN MIRHASHEMI	RCLS CONSTRUCTION LLC	\$75.00	\$3,500.00	Pending

[23-434 - Deck, Porch, Patio] FRONT PORCH

74750	611 MENLO PARK RD..21-3831	REBECCA A MORALES	REBECCA A MORALES	\$50.00	\$10,000.00	Pending
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[23-434 - Deck, Porch, Patio] PAVER PATIO WITH FIRE PIT. 30 X 30

74764	425 SEYMOUR CT..3-914	DERAL H & JUDITH L BROTSKI	HABITAT FOR HUMANITY	\$50.00	\$500.00	Pending
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[23-434 - Deck, Porch, Patio] REPLACE FRONT STAIRS AND RAILING.

74783	801 N MAPLE AV..5-13	XIUZHU WANG	TJ'S HOME BUILDING MAINTENANCE AND REPAIR	\$100.00	\$4,500.00	Pending
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[23-434 - Deck, Porch, Patio] REMOVE AND REPLACE 4' X 7' 6" SIDE DECK AND STAIRS REUSE EXISTING ROOF AND SUPPORT POSTS FOR ROOF

74795	1112 DEVONWOOD DR..6-2610	TINA M NAGEL	HELMLE CONSTRUCTION INC	\$50.00	\$3,450.00	Pending
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[23-434 - Deck, Porch, Patio] 16X10 REMOVE OL SLAB 12' X 8' REPLACE WITH NEW 16' X 10 SLAB

74909	1029 ST. GEORGE ST..7-352	DEBORAH J PETERSEN	OWNER	\$50.00	\$700.00	Pending
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[23-434 - Deck, Porch, Patio] Ramp will not be attached to house but will be built off existing concrete stoop and will not need to be frost protected.

74911	1254 CROOKS ST..14-1272	EBINAL RENTALS LLC	LENSS CONSTRUCTION	\$75.00	\$1,500.00	Pending
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[23-434 - Deck, Porch, Patio] STAIRS OFF PORCH - FLOATING / FROST PROTECTED.

74643	1866 WESTERN AV..6-127-B-1	BARBARA A VANDER LEEST	ANDERSON BASEMENT REPAIR INC	\$50.00	\$12,540.00	Pending
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[28-434 - Foundation Repair]

74700	1642 AMY ST..21-2116-M-5	MICHAEL A GROVE	B&B BASEMENT REPAIRS LLC	\$50.00	\$8,900.00	Closed
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[28-434 - Foundation Repair] REPAIR FOUNDATION

74013	606 LIME KILN RD..21-1311-2	THE BAR	A. STADL CONSTRUCTION	\$610.00	\$75,000.00	Pending
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[32-*** - Canopy, Awning] ADDING A CANAPY TO THE NORTH SIDE OF THE BUILDING WITH WALK UP WINDOW FOR BAR. SMALL BAR INSIDE BUILDING.

74632	1401 STATE ST..1-1373	LEICHT TRANSFER & STORGE CO	ARC CONTRACTING	\$297.25	\$1,857,400.00	Pending
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[33-*** - Roofing] REMOVED EXISTING ROOFING SYSTEM, INSULATION AND DISPOSE. INSTALL NEW TPO 60 MIL TO INSULATION AND THE INSULATION TO THE CONCRETE DECK -29725 SF

74665	425 CHERRY ST..11-182	DIVINE TEMPLE CHURCH OF GOD IN CHRIST	GREAT LAKES ROOFING CORPORATION	\$70.00	\$11,000.00	Pending
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[33-*** - Roofing] -APPROVED HPC

74706	1732 WEDGEWOOD DR..6-122-1	LE GROS PROPERTIES LLC	OWNER	\$70.00	\$2,000.00	Pending
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[33-*** - Roofing] ASPHALT SHINGLES

74716	1130 MORAIN WAY..6-2791	AHORN 8 LLC	AMERICAN BUILDING CONTRACTORS	\$70.00	\$22,500.00	Pending
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[33-*** - Roofing] ASPHALT SHINGLES

74724	2442 HUTSON RD..6H-1729	STOVE DEALERS REALTY CO	ARC CONTRACTING	\$120.50	\$50,000.00	Pending
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[33-*** - Roofing] Install new pvc roof over existing metal roof. 12050 sf.

74774	1701 WESTERN AV..6-121-F	KELLY S BIGELOW	ERIC PAULS	\$70.00	\$4,000.00	Closed
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[33-*** - Roofing] ASPHALT, REPLACE SHEATHING

74354	1098 WESTERN AV..3-1228	JAMIE T HOOPER	JAMIE T HOOPER	\$50.00	\$2,000.00	Pending
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[35-*** - Driveway Expansion] VARIANCE TO HAVE 10' EXPANSION FROM SINGLE STALL OVERHEAD DOOR, PROJECT ALREADY COMPLETED PER COMPLAINT #88017

74634	1211 IRENE ST..21-1111-P-40	JOSE ANTONIO MARTINEZ BEJAR	OWNER	\$50.00	\$1,800.00	Closed
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[35-*** - Driveway Expansion] 4 FOOT EXPANSION ON BOTH SIDES OF SINGLE STALL GARAGE.

74660	1738 JUNIPER DR..21-1110-M-120	TRAVIS J MORROW	JOHNSON CONCRETE CONSTRUCTION	\$75.00	\$3,000.00	Pending
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[35-*** - Driveway Expansion]

74681	1224 NICOLET AV..1-1534	BRYAN & LISA O LEARY	QUINN & SONS CONCRETE	\$50.00	\$5,500.00	Pending
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[35-*** - Driveway Expansion] DRIVEWAY EXPANSION

74683	155 HUTH ST..21-2287	WISCONSIN TELEPHONE ASST SEC	DAHLMAN CONSTRUCTION CO.	\$70.00	\$10,000.00	Pending
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[35-*** - Driveway Expansion] 15X27

74832	1251 DOBLON ST..20-517	COLESERV ESTATES LLC	GERARDO POLANCO	\$50.00	\$0.00	Pending
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[35-*** - Driveway Expansion] PARCELS COMBINED WITH 1255 DOBLON, SAME OWNER

74855	1910 DEBRA LN..21-820-M-64	J GUADALUPE AVILA HUERTA	J GUADALUPE AVILA HUERTA	\$50.00	\$1,000.00	Pending
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[35-*** - Driveway Expansion] 8' OF SINGLE STALL DOOR, NO IN FRONT OF EGREES DOOR. TAPERED BACK 5' TO ORIGINAL DRIVEWAY CUT.

74900	1969 WOOD LN..6H-1270-4	PAQUE LIVING TRUST	MELNARIK CONCRETE	\$50.00	\$4,000.00	Pending
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[35-*** - Driveway Expansion] EXACT REPLACEMENT OF WHAT WAS THERE.

74901	2784 PARKWOOD DR..6H-3359	JAMES L & SUZAN F PICKERING	MELNARIK CONCRETE	\$50.00	\$5,000.00	Pending
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[35-*** - Driveway Expansion] EXACT REPLACEMENT

74631	1247 LAWE ST..14-1192	TONY W & ROBERTA J LISON	TONY W & ROBERTA J LISON	\$50.00	\$2,000.00	Pending
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[36-*** - Fence] 6' wood fence

74638	1446 WALLS ST..1-2003	NICHOLAS W KOPETSKY & TIARA D WATERMOLEN	OWNER	\$50.00	\$500.00	Pending
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[36-*** - Fence] 4' CHAINLINK FENCE

74644	1241 ELMORE ST..5-1335	TOD J & BETH M MARNOCHA	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$3,850.00	Pending
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[36-*** - Fence] 6' VINYL FENCE

74659	893-895 ELMORE ST..5-1395	THAO V MEEG	THAO V MEEG	\$50.00	\$400.00	Pending
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[36-*** - Fence] 6' HIGH CHAIN LINK FENCE BACK LOT LINE

74689	1146 HIGHVIEW LN..6-663	KAY DALEY BORR	NORTHERN FENCE INC	\$50.00	\$1,400.00	Pending
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[36-*** - Fence] FENCE

74696	1661 KIMBALL ST..21-1443-37	KHAMTAO & MANIVANH THAMMAVONG	OWNER	\$50.00	\$1,300.00	Closed
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[36-*** - Fence] 6' WOOD FENCE

74713	2765 INDEPENDENCE DR..6H-3511	PAUL L & CYNDI A CANTWELL	CUSTOM FENCE	\$50.00	\$0.00	Pending
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[36-*** - Fence] 6' FENCE

74725	2090 SOUTH POINT RD..6H-4059	STEVEN KASSNER CONST INC	STEVEN KASSNER CONSTRUCTION INC.	\$50.00	\$2,000.00	Pending
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[36-*** - Fence] 6' wood fence along side lot line.

74727	1911 BELMONT DR..6H-1494-3	BRUCE D & JOANNE K SHARICK	BRUCE D & JOANNE K SHARICK	\$50.00	\$8,000.00	Pending
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[36-*** - Fence] 6 ' VINYL FENCE AND 3' VINYL IN FRONT SETBACK

74737	414 S HURON RD..21-35-2	KENNETH F & YVONNE A CUMBERS	CUSTOM FENCE	\$50.00	\$4,095.45	Closed
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[36-*** - Fence] WHITE VINYL 24' 3 ' HIGH

74746	100 STONEBRIDGE CT..6H-3816	GORDON W RENN	GORDON W RENN	\$100.00	\$14,000.00	Pending
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[36-*** - Fence] 6' WOOD FENCE

74755	625 SARATOGA ST..6-2158	RICHARD T & ELIZABETH A FABIAN III	OWNER	\$50.00	\$800.00	Pending
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[36-*** - Fence] 6' wood

74765	473 MEADOW WIND DR..21-7778	SHARON A TAYLOR	CUSTOM FENCE	\$50.00	\$3,000.00	Closed
[36-*** - Fence] 4' vinyl fene in rear						
74767	2630 VAN BEEK RD..21-5198	ALAN R & PATRICIA J RASMUSSEN	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$2,916.00	Pending
[36-*** - Fence] 4' BLACK VINYL CHAIN LINK						
74770	2790 NEWBERRY AV..21-4419	RICHARD F JONES	CUSTOM FENCE	\$50.00	\$2,500.00	Pending
[36-*** - Fence] REMOVE EXISTING PICKET FENCE AND INSTALL CHAIN LINK FENCE 145' ONE SECTION WILL BE 38' WITH A PASSAGE GATE AND THE OTHER SECTION WILL BE APPROXIMATELY 106' ALSO WITH A PASSAGE GATE						
74780	2629 VICKI LN..21-4527	FRANCISCO FLORES AYON & EVANGELINA B PEREZ	FRANCISCO FLORES AYON & EVANGELINA B PEREZ	\$50.00	\$1,500.00	Pending
[36-*** - Fence] ONE SIDE FENCE						
74787	630 CHERRY ST..11-197	JACKIE NITSCHKE CENTER	SPRINGVIEW LANDSCAPE	\$70.00	\$17,000.00	Pending
[36-*** - Fence] 6' VINYL						
74805	1700-1702 ESTATES CT..6-1544	THOMAS J KNAUS	CUSTOM FENCE	\$50.00	\$1,867.00	Pending
[36-*** - Fence] 4 FT. CHAIN LINK FENCE						
74812	3390 LARGO RIDGE CT..21-8226	LARGO RIDGE DEV LLC	CUSTOM FENCE	\$50.00	\$9,638.00	Pending
[36-*** - Fence] Enclose back yard						
74817	1747 SHAWANO AV..6-259-1	AZIDUS INC	AZIDUS INC	\$70.00	\$9,000.00	Pending
[36-*** - Fence] 4' CHAINLINK IN FRONT/SIDE SETBACKS 6' CHAINLINK IN REAR						
74830	1148 LAWE ST..17-96	JAMES J & LEAH H TOTH	LOWES	\$50.00	\$1,824.00	Pending
[36-*** - Fence] 4' chainlink fence 85'						
74831	1242 LOCH DR..6-192-A-1	GERALD F ZICH	CUSTOM FENCE	\$50.00	\$1,700.00	Pending
[36-*** - Fence] 4' CHAINLINK						
74833	536 S JACKSON ST..14-528	ADAM & LINDSAY VAN DE VEN	OWNER	\$50.00	\$500.00	Pending
[36-*** - Fence] 6' high wood ffence						
74841	2022 PARKWOOD CT..6H-2379	CHARNHOLM REVOCABLE TRUST	CUSTOM FENCE	\$50.00	\$3,608.00	Pending
[36-*** - Fence] 6' VINYL FENCE						
74842	2940 TIMBERLINE DR..6H-3941	E KIRKE/ELIZABETH RYDER	Z FENCING DECKING & RAILING	\$50.00	\$5,000.00	Pending
[36-*** - Fence] 156 ' of 6' high cedar fence in back and side.						
74849	926 VICTORY BLVD..1-1774	ASHLEY M ELSNER	CUSTOM FENCE	\$50.00	\$3,100.00	Pending
[36-*** - Fence] 6' wood						
74850	415 S ASHLAND AV..3-903	JOHN RENIER	JOHN RENIER	\$50.00	\$500.00	Pending
[36-*** - Fence] 3' CHAINLINK ALONG SIDE						
74860	2271 RED OAK DR..6H-1605	PATRICK D HENNESSY	OWNER	\$50.00	\$1,200.00	Pending
[36-*** - Fence] 4' PVC FENCE						
74866	1246 LOCH DR..6-196-A	JAMES E & JUDITH H RUSSELL	ROCKEY FENCE LLC	\$50.00	\$4,860.00	Pending
[36-*** - Fence] 152 ' of 6 foot high fence.						
74871	913 MEACHAM ST..2-1288	NAFF CAROL TRUST AGREEMENT	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$7,622.00	Pending

[36-*** - Fence] Chainlink fence

74897	1026 PINE ST..9-107	BRITTANY L LETOURNEAU	BRITTANY L LETOURNEAU	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' WOOD PINE						
74160	525 S MADISON ST..15-133	GREEN BAY AREA PUBLIC SCHOOL DISTRICT HOWE	JONES SIGN COMPANY	\$188.33	\$36,000.00	Pending
[37-329 - Signs]						
74350	340 N BROADWAY , Unit: SUITE 410..5-1752	DDL HOLDINGS LLC	UNITED SIGN	\$86.07	\$0.00	Pending
[37-329 - Signs]						
74588	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	JONES SIGN COMPANY	\$90.00	\$7,410.00	Pending
[37-329 - Signs]						
74730	110 N WASHINGTON ST ..12-354	202 CHERRY STREET LLC	REINHOLD SIGNS	\$98.00	\$0.00	Pending
[37-329 - Signs]						
74776	1770 AMY ST..21-1346-1-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EISENHOWER	CREATIVE SIGN COMPANY	\$93.89	\$29,600.00	Pending
[37-329 - Signs] Install 9'9" X 4'9" (44.9 sf) 6 foot tall monument sign that includes 3'0" X 6'0" (18 sf) digital emc along Amy Street frontage						
74851	1301 BROSIG ST..21-7881	GOODWILL INDUSTRIES OF NORTH CENTRAL WI INC	OWNER	\$30.00	\$90.00	Pending
[37-329 - Signs] 3 of 3 for the year. Install two temporary "Flutter Flag" signs along Brosig Street frontage. Install for 30 days.						
74630	525 3rd ST..2-161-A	RUSSELL D & PATRICIA A SWILLE	MATT'S SERVICES	\$30.00	\$2,250.00	Closed
[40-*** - Sanitary Sewers] SANITARY SEWER LINE REPAIR						
74766	1565 BIRCHWOOD DR..6-2828	GERALD J & GLORIA J DE BECK	ACE SEWER & WATER	\$30.00	\$500.00	Closed
[40-*** - Sanitary Sewers] STORM SEWER CONNECTION REPAIR						
74758	1263 E MASON ST..14-1256	BELLIN MEMORIAL HOSPITAL INC	DEKEYSER CONSTRUSCTION	\$30.00	\$2,500.00	Pending
[41-*** - Storm Sewers] CONNECT EXISTING SUMP PUMP TO EXISTING ONSITE STORM SEWER						
74882	561 EDWARD DR..21-3609	RORY A JOHNSON	BIELINSKI EXCAVATING	\$30.00	\$1,000.00	Pending
[41-*** - Storm Sewers]						
74892	1675 MASON WAY..21-4734	RICHARD A & KATHLEEN A VERHEYDEN	CHAMPION TRENCHING	\$30.00	\$100.00	Pending
[41-*** - Storm Sewers] REPAIR STORM SEWER						
74923	134 REIMER AV..21-2475-8	NATHAN N PREVOST	LOHREY EXCAVATING	\$30.00	\$500.00	Pending
[41-*** - Storm Sewers] MINI STORM SEWER - REPAIR						
74685	926 ST. GEORGE ST..7-169	MICHAEL COPPENS	ADVANCE CONSTRUCTION INC	\$530.00	\$2,500.00	Pending
[42-*** - Mini-Sewers] NEW 6" CONNECTION						
74804	1651 MASON WAY..21-1281-1-1	MARY ELLEN KOLLMAN	CHAMPION TRENCHING	\$530.00	\$0.00	Closed
[42-*** - Mini Sewers] MINI SEWER						
74854	1274 EMILIE ST..17-232-A	ROY A & LISA M CLARK JR	CHAMPION TRENCHING	\$530.00	\$375.00	Closed
[42-*** - Mini Sewers] NEW MINI SEWER						
74859	1270 EMILIE ST..17-233	GERALD R & JANICE M KEHOE	CHAMPION TRENCHING	\$530.00	\$600.00	Closed
[42-*** - Mini Sewers] MINI-SEWER						
74872	1219 GRANT ST..3-1012-B-1	JOHN C ODEGARD	RED'S EXCAVATING	\$530.00	\$0.00	Pending

[42-*** - Mini Sewers] MINI SEWER

74671	630 CHERRY ST..11-197	JACKIE NITSCHKE CENTER	THE SPRINKER COMPANY INC	\$140.00	\$10,000.00	Pending
[43-*** - Lawn Sprinklers] NEW TURF WATERING SYSTEM						
74672	2910 NICOLET DR..22-1689	DUANE G & ELAINE A NOREM	THE SPRINKER COMPANY INC	\$100.00	\$7,000.00	Pending
[43-*** - Lawn Sprinklers] NEW TURF WATERING SYSTEM						
74756	134 RACCOON BERRY WY..21-8323	STEPHEN & DEBRA M ARBES	FOX VALLEY IRRIGATION INC	\$100.00	\$2,500.00	Pending
[43-*** - Lawn Sprinklers] NEW IRRIGATION SYSTEM - NOT IN THE PUBLIC RIGHT-OF-WAY						
74757	140 RACCOON BERRY WY..21-8322	ALLEN L & LYNETTE A RYMER	FOX VALLEY IRRIGATION INC	\$100.00	\$2,500.00	Pending
[43-*** - Lawn Sprinklers] NEW IRRIGATION SYSTEM - NOT IN PUBLIC RIGHT-OF-WAY						
74664	511 4th ST..2-197	BRANDY BAY PROPERTIES	NEWCAP, INC.	\$30.00	\$0.00	Pending
[44-*** - Water heaters/Appliances] WATER HEATER						
74803	1123 NEVILLE AV..18-211	ERIK J & NICOLE M BINNEBOSE	EDWIN C GAROT CO	\$30.00	\$1,700.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATER						
74820	1747-1749 OAKDALE AV..21-2304-2-A	KAPLA ENTERPRISES LLC	STEVE MUSIAL PLUMBING INCORPORATED	\$96.00	\$3,600.00	Pending
[44-*** - Water heaters/Appliances] 12 WATER HEATERS						
74779	1376 DOBLON ST..21-1701	CINDI L MICHEAU	T & D ELECTRICAL	\$50.00	\$700.00	Pending
[45-*** - Electrical Temporary Services] TEMPORARY POWER TO HOME						
74784	2032 AUGUST ST..21-1361-3	HARPAZO LLC C/O COLLIERS INTERNATIONAL	CURRENT ELECTRICAL SERVICES	\$70.00	\$1,500.00	Pending
[45-*** - Electrical Temporary Services] TEMPORARY POWER PANEL FOR FLOOD DAMAGE						
74828	3025 BAY SETTLEMENT RD..22-95	SISTERS OF SAINT FRANCIS	NORTHERN ELECTRIC, INC.	\$70.00	\$1,000.00	Pending
[45-*** - Electrical Temporary Services] TEMPORARY POWER TO CONSTRUCTION TRAILER FOR HOLY CROSS PARISH ADDITION						
74918	1732 12th AV..1-1772	KAREN J VINYETA	DE BAKER, INC.	\$50.00	\$200.00	Pending
[45-*** - Electrical Temporary Services] RESTORE TEMPORARY POWER AFTER FIRE						
74640	1036 N BUCHANAN ST..18-987	SCOTT A & DESIRRAE M SCHULTZ	TMG SOLUTIONS LLC	\$50.00	\$0.00	Closed
[46-*** - Electrical Service Change] SEE FILE FOR NOTES ON THE WORK DONE.						
74654	1722 PREBLE AV..19-372	TCG HOLDINGS 102 LLC	NICKEL ELECTRIC INC	\$50.00	\$2,500.00	Closed
[46-*** - Electrical Service Change] SERVICE CHANGE AND ADD ALL RECEPTACLES						
74741	2315 UTAH AV..21-1176-E-12	MICHAEL D & PAMELA SUE BEYER	MONTY YOUNG ELECTRIC	\$50.00	\$1,500.00	Pending
[46-*** - Electrical Service Change] SERVICE CHANGE 60 TO 100 AMP						
74796	1516 DOUSMAN ST..6-92	ANDREW J & JANE A BASTEN	ADVANTAGE ELECTRIC	\$50.00	\$1,200.00	Closed
[46-*** - Electrical Service Change] 60 TO 100 AMP						
74811	1443 ROSALIE LN..6-1009	MARK & JULIE O CONNELL	PACKERLAND ELECTRIC	\$50.00	\$2,000.00	Pending
[46-*** - Electrical Service Change] 60 TO 100 OVERHEAD SERVICE UPGRADE						
74641	500 N MONROE AV..11-102	KEVIN P & JEFFREY J RYAN	DE BAKER, INC.	\$70.00	\$500.00	Closed
[47-*** - Electrical Service Repair] SERVICE REPAIR						

74762	1209 MARQUETTE AV..1-1523	ANDY R CLARK JR & JOY D CONWAY	TITLETOWN ELECTRIC	\$50.00	\$120.00	Pending
[47-*** - Electrical Service Repair] SERVICE MAST REPAIR DUE TO FALLEN TREE LIMB.						
74763	336 OAK GROVE AV..21-1279-1	ROGER S & JENNIFER H ZAMBARDIA	TITLETOWN ELECTRIC	\$50.00	\$120.00	Pending
[47-*** - Electrical Service Repair] SERVICE MAST REPAIR DUE TO FALLEN TREE LIMB						
74835	1939 PREBLE AV..21-2191-2	KOHLER T NICKLAUS JR	TITLETOWN ELECTRIC	\$50.00	\$200.00	Pending
[47-*** - Electrical Service Repair] INSTALL NEW 100 AMP MASK TO SERVICE DO TO FALLEN TREE						
74839	1042 NEWTOLS ST..21-2704-E-4	ROSENDO AVILA MARTINEZ & IRENE H AVILA	STIEGLER ELECTRIC	\$50.00	\$600.00	Pending
[47-*** - Electrical Service Repair] EMERGENCY CALL 9/22/2018. TREE BRANCH FELL ON POWER LINE, OUR ELECTRICIAN REPLACED THE SERVICE MAST AND INSTALL GROUND RODS AND METER BASE.						
74852	3583 FINGER RD..21-15-1	DAVID J OTTO	JTC IDEAL ELECTRIC	\$50.00	\$1,200.00	Closed
[47-*** - Electrical Service Repair] REPAIR & UPGRADE SVC						
74618	639 S QUINCY ST..14-553	BRANDON M LEALIOU	BERN & REBECCA JACOBSON	\$100.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REMOVING LATH/PLASTER AND ADDING SHEETROCK AND INSULATION EXTERIOR WALL. MAY ADD 2 TO 3 MAX WALL OUTLETS, NO PERMIT FOR THOSE OUTLETS. MAY PULL A PERMT LATER IF THEY FIND ISSUES.						
74653	1487 ELM ST..19-604	JAMES J SEIDL	CLIFF YOUNG ELECTRICAL	\$50.00	\$0.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR STORM DAMAGE						
74666	421-423 S VAN BUREN ST..14-779	WI RENTALS LLC	ELAND ELECTRIC CORP	\$70.00	\$10,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] RELOCATE AND REWIRE TOP RELOCATE (3) ELECTRICAL METERS FROM INSIDE BUILDING TO 3-GANG METER STACK OUTSIDE BUILDING						
PENDING PAYMENT FOLDER						
74668	1318 CHICAGO ST..17-416	JOSEPH R HASTREITER	JOSEPH R HASTREITER	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRE GARAGE						
74677	1770 AMY ST..21-1346-1-1	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EISENHOWER	ELAND ELECTRIC CORP	\$140.00	\$39,850.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE FIRE ALARM SYSTEM EISENHOWER SCHOOL						
74686	1331 HOBART DR..6H-1133-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT MACARTHUR	NORTHERN ELECTRIC, INC.	\$0.00	\$393,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ISTALL (14) MUSCO LIGHT POLES, TRENCH NEW CONDUIT AND PULL WIRE						
74710	704 S MILITARY AV..6-440	SRL2 INC	ELAND ELECTRIC CORP	\$70.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] RELOCATE SERVICE RELOCATE ELECTRICAL SERVICE MAST FOR BILLBOARD SIGN						
74747	2626 TIROL CT..21-5977	TONI BUSH MCBRIDE	OLSON SOLAR ENERGY	\$50.00	\$32,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLING 12.1 KW OF SOLAR ENERGY ONTO THE ROOF OF THE BUILDING.						
74789	1747-1749 OAKDALE AV..21-2304-2-A	KAPLA ENTERPRISES LLC	STIEGLER ELECTRIC	\$70.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] EMERGENCY CALL TO CHECK WATER HEATERS AND BASEBOARD HEATERS FOR FLOOD DAMAGE IN BASEMENTS OF UNITS APARTMENT BUILDINGS. DISCONNECT WATER HEATERS, BASEBOARD HEATERS, UNPLUGGED SUMP PUMPS, DEHUMIDIFIER, WASHERS, DRYERS AND ANYTHING PLUGGED IN.						
PENDING PAYMENT						
74807	1740 NEWBERRY AV..21-2303	DAVID W & RENEE M PEOT	STIEGLER ELECTRIC	\$50.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIRS DUE TO FLOOD DAMAGE						
74809	707 GRAY ST..18-870	ALAN SCHMIDTKE	PLUG LIGHT BULB ELECTRICAL SERVICES	\$50.00	\$1,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] SERVICE MAST IS BENT FROM FALLING BRANCHES. PUT ON NEW METER BASE AND INSTALL A NEW 2" RIGID MASS. SECURE AND PULL WIRES AND TERMINATE AND TEST.						

74810	1333 WESTERN AV..3-1207-A	DARCELLE H STEVENS	PLUG LIGHT BULB ELECTRICAL SERVICES	\$50.00	\$2,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] METER CURRENTLY LOCATED INSIDE. MOUNT NEW METER BASE AND MAST OUTSIDE, DRIVE RODS, MOUNT DISCONNECT INSIDE GARAGE. PIPE UP AND OVER IN GARAGE TO OLD PANEL LOCATION, DEMO OLD PANEL AND MOUNT NEW PANEL, RUN ALL WIRES.						
74827	1157 LOCH DR..6-607	TYLER J & AMANDA K SCHWARTZ	STIEGLER ELECTRIC	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REMOVING EXISTING METER SOCKET AND INSTALL NEW 100AMP SINGLE PHASE METER SOCKET						
74843	656-658 MENLO PARK RD..21-3845	FRANCIS W & CHERYL A VLIES	METZLER ELECTRIC	\$50.00	\$600.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING CIRCUIT BREAKERS						
74845	1659 BOLAND RD..6-1394	PURPLE LION INVESTMENTS LLC	TMG SOLUTIONS LLC	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PANEL CHANGE						
74846	1281 REED ST..3-1045-C	JILL A HANEY	TMG SOLUTIONS LLC	\$50.00	\$2,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] OVERHEAD TO UNDERGROUND SVC UPGRADE						
74847	1016 ALDINE CT..21-7910	SCOTT R & SHUREE KRUEGER	ELAND ELECTRIC CORP	\$50.00	\$12,800.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALATION OF 4.9 KW ROOF MOUNTED SOLAR ARRAY SYSTEM						
74865	562 SPINNAKER LN..21-2219-4	BAO QIN HE & TIAN YOU HU	DE BAKER, INC.	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PANEL CHANGE						
74870	1014 CHERRY ST..9-131	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY LLC	STIEGLER ELECTRIC	\$70.00	\$2,322.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE METER BASE AND CONDUITS INTO BASEMENT, REPLACING BREAKER PANELS, AND REPLACING CONDUIT TO BREAKER PANELS. BREAKERS WILL BE REPLACED AS NEEDED.						
74874	1754 OAKDALE AV..21-2300	JOSHUA M SOQUET	JACKS ELECTRIC	\$50.00	\$200.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACING PANEL DUE TO FLOOD DAMAGE						
74877	1850 COFRIN DR..21-1186-2	SRL2 INC	CLIFF YOUNG ELECTRICAL	\$70.00	\$90,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 2 NEW 2000A SERVICES - RACKS FOR SERVICES						
74878	613 N CHESTNUT AV..5-963	RONALD WISNIEWSKI	CLIFF YOUNG ELECTRICAL	\$50.00	\$1,400.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] WIRE FURNACE/AC						
74879	1465 UNIVERSITY AV..19-48	BADIMAALIKA LLC	TEAM SERVICES INC	\$70.00	\$7,500.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PROVIDE ELECTRICAL FOR FUEL TANK UPGRADE						
74902	845 BADER ST..21-455-6	PREMIER BAY MANOR LLC	PIEPER ELECTRIC INC	\$70.00	\$3,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR ELECTRICAL AND FIRE ALARM SYSTEM DUE TO FLOODING						
74903	2310 FINGER RD..21-4563	CITY OF GREEN BAY-CLERK	PIEPER ELECTRIC INC	\$0.00	\$200,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE ALL ELECTRICAL DUE TO FLOOD						
74917	504 CLINTON ST..2-89	BRUCE M NEVILLE	DYNO ELECTRIC LLC	\$50.00	\$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIR MAST DUE TO FALLEN TREE						
74744	714 HARRISON ST..5-149	AMANDA J BUCK	MATT'S SERVICES	\$0.00	\$4,095.00	Closed
[49-*** - backwater valve/sump pump] LEAD WATER REPLACEMENT						
74655	304 IRENE ST..21-2685	MICHAEL J & VICTORIA E KOHITA	APEX HEATING & AIR CONDITIONING	\$50.00	\$7,991.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURANCE & AIR CONDITIONER						
74656	826 IRVINGTON ST..6-414	DAVID J & PATRICIA A LEFEBVRE	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,630.00	Closed

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

74657	1415 JEREMIAH CT..21-5785	MICHAEL O & COURTNEY L HUBERT	APEX HEATING & AIR CONDITIONING	\$50.00	\$7,710.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74658	429 N MAPLE AV..5-1011	HAPPY HOME INVESTING LLC	CHRISTENSEN HEATING	\$50.00	\$300.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74682	800 N LOCUST ST..6-727-B	TRACY M SCHOTT	APEX HEATING & AIR CONDITIONING	\$50.00	\$5,954.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74684	1000 HOLZER ST..18-819-B	CHRISTIAN R & SHANNON S SCHUSTER	APEX HEATING & AIR CONDITIONING	\$50.00	\$4,079.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74697	2578 S TRILLIUM CIR..6H-2532	RICHARD D & PAMELA K MAMROSH	COMFORT CONTROL SYSTEMS	\$50.00	\$10,190.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74702	510 EDWARD DR..21-3587	STEVEN F & PATRICIA A HALLET	COMFORT CONTROL SYSTEMS	\$50.00	\$8,640.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74703	2932 SUZANNE CT..21-817-9	MICHAEL L & MICHELLE A HAGERTY	COMFORT CONTROL SYSTEMS	\$50.00	\$9,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74704	3493 BAYWATCH DR..22-1761	KEVIN W & KATHLEEN L NIELSEN	RICHARDS HEATING & COOLING	\$50.00	\$6,145.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74705	1451 11th AV..1-1762	DOLORES CATHERINE DIRKMAN	VAN'S HEATING & AC	\$50.00	\$4,474.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74711	3350 EDINBURGH RD..22-1580	GAIL A SIMSAUBERT	BAY AREA SERVICES INC	\$50.00	\$7,550.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74712	418 ROBERT LN..21-3879	COREY W & KIM C CAPWELL	BAY AREA SERVICES INC	\$50.00	\$6,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74723	893-895 ELMORE ST..5-1395	THAO V MEEG	NEWCAP, INC.	\$100.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AT 893 AND 895 ELMORE						
74739	829 NICOLET AV..2-719	PAMELA R OBEY	APEX HEATING & AIR CONDITIONING	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74740	1721 CRUSADE LN..6H-3964	GARY L & SUSAN M GIBSON	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74745	836 TOMMARK ST..2-58-A-6	DAVID N SEVERSON	ROBINSON HEATING & COOLING	\$50.00	\$4,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
74768	1780 NANCY AV..6-2389	CLARITA POSEY	JJ HEATING & COOLING	\$50.00	\$1,984.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74797	215 N HENRY ST..21-1210-2-3	STILLMARK BREWING COMPANY	APEX HEATING & AIR CONDITIONING	\$140.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER						

74798	421 S VAN BUREN ST..14-779	WI RENTALS LLC	APEX HEATING & AIR CONDITIONING	\$50.00	\$7,395.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74799	2030 E MASON ST..21-1361	IPANEMA GREEN BAY LLC	APEX HEATING & AIR CONDITIONING	\$140.00	\$9,535.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74800	1182 THORNDALE ST..1-2153	DEREK C CARLSON	BAY AREA SERVICES INC	\$50.00	\$2,450.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74801	101 CHERRY ST..12-217	DAVID A & MARY A SWANSON	BAY AREA SERVICES INC	\$50.00	\$6,325.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER UNIT 201						
74802	1143 S FISK ST..6-613	TINA L AARON	WESLEY HEATING AND SHEET METAL	\$50.00	\$3,906.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74821	1437 GRIGNON ST..17-650	JEFFREY P & PENNY R AMUNDSON	BLACK-HAAK HEATING, INC.	\$50.00	\$1,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74829	1355 WESTERN AV..3-1204-A	JEFFREY J KUHL	BENJAMIN CONST. HEATING & COOLING	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74840	1740 NEWBERRY AV..21-2303	DAVID W & RENEE M PEOT	ANCHOR HEATING & COOLING LLC	\$50.00	\$0.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74883	2443 VAN BEEK RD..21-4163	LORI A KEISIC	RICHARDS HEATING & COOLING	\$50.00	\$2,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74884	613 N CHESTNUT AV..5-963	RONALD WISNIEWSKI	SINKLER HEATING & COOLING, INC	\$50.00	\$15,631.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74885	1003 MARSHALL AV..18-316	LINDA L TUBBS	PARADISE HEATING AND COOLING	\$50.00	\$5,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AC						
74886	3247 PETERSON RD..22-162-5	ROBERT J & METTJA ROATE OVERLY	BAY AREA SERVICES INC	\$50.00	\$3,350.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74887	914 REBER ST..20-21	JESUS MANCHA	BAY AREA SERVICES INC	\$50.00	\$6,100.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74888	2727 INDIAN HILL DR..6H-1530	MARK J & ANN G RENARD	BAY AREA SERVICES INC	\$50.00	\$2,400.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
74889	3136 WINDLAND DR..21-5362	PAUL G PANURE	BAY AREA SERVICES INC	\$50.00	\$8,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
74913	526 ANTELOPE TR..6H-3999	ALAN M & BARBARA M PATZ	ROBINSON HEATING & COOLING	\$50.00	\$5,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
74914	1313 VELP AV..18-708	RDK PROPERTY'S LLC	APEX HEATING & AIR CONDITIONING	\$140.00	\$12,255.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
73912	2845 GREENBRIER RD..21-161-2	AURORA HEALTH CARE INC	NORTHEAST ASPHALT, INC.	\$762.00	\$480,000.00	Pending

[57-*** - Parking lot (New & Reconstruction)] \$10,000 SWM Bond Paid 9-7-18
 -EC permit issued.
 -Consturct 95 stall parking lot, site plan approved.

74646	1003 PINE ST..9-98	RONALD L & RACHEL A SMITS	PIGON BLACK TOP	\$125.00	\$15,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] Variance approved for setbacks
 No EC Permit required or Storm Water required.
 Site Plan approved.

74650	415 ELM ST..11-127-2	HARBINGER DEV LLC	NORTHEAST ASPHALT, INC.	\$70.00	\$40,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] Just milling.

74734	124 S MILITARY AV..6-251-B	QMH HOLDINGS LLC	TE CONSTRUCTION LLC	\$70.00	\$0.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] REMOVING AND RESURFACING THE PARKING LOT

74282	1920 N QUINCY ..20-682-1	GREEN BAY PACKAGING INC	ENDPOINT SOLUTIONS CORP	\$550.00	\$130,000.00	Pending
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[58-*** - Site (Erosion control, Fill, Excavation)] EC permit issued, in drag.

74508	1719 LAKE LARGO DR..21-255	BROWN COUNTY COMMUNITY TREATMENT CENTER	BROWN COUNTY COMMUNITY TREATMENT CENTER	\$150.00	\$0.00	Pending
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[58-*** - Site (Erosion control, Fill, Excavation)] 400,000 CY O MATERIAL EXCAVATED FROM GB PACKAGING SITE TO PARCELS 21-255, 21-257 AND 21-258. (OWNED BY BROWN COUNTY)
 -EC PERMIT ISSUED

74488	1301 S RIDGE RD..1-434	CALVARY LUTHERAN CHURCH	SINKLER HEATING & COOLING, INC	\$70.00	\$0.00	Closed
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[62-*** - repair/alter existing plumbing system] NEW HAND WASH SINK INSTALLATION

74648	1431 W MASON ST..6-329	C R A K PROPERTIES LLC	SCOTT LAMERS CONSTRUCTION	\$30.00	\$4,300.00	Closed
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[62-*** - repair/alter existing plumbing system] SEWER WATER LATERAL REPAIR

74649	1257 ST. CLAIR ST..14-63	DENNIS R & DANA M CRUMP	VERN KUMMERS PLUMBING	\$100.00	\$1,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REMOVING ONE WATER METER AND CONNECTION 2 WATER METER INTO ONE. REPIPING THE WATER LINES TO THE EXISTING WATER HEATERS.
 ELEC-CONVERTING FROM DUPLEXT TO SINGLE FAMILY

74753	1123 NEVILLE AV..18-211	ERIK J & NICOLE M BINNEBOSE	TUNDRALAND	\$50.00	\$8,475.00	Closed
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[62-*** - repair/alter existing plumbing system] SHOWER TO TUB REPLACEMENT

74759	606 S FISK ST..6-144-H	PORT CITY BAKERY INC	DEKEYSER CONSTRUSCTION	\$30.00	\$8,000.00	Closed
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[62-*** - repair/alter existing plumbing system] INSTALL 6" SANITARY BACKFLOW VALVE

74771	3353 LANGDON ST..21-7791	SEAN M & JILL R HERMANS	TUNDRALAND	\$50.00	\$12,147.00	Closed
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[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION

74778	990 TONY CANADEO RUN ..1-1841-C	FABRY GLOVE & MITTEN CO	AUGUST WINTER & SONS	\$70.00	\$50,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPLACE 3 TRENCH DRAINS WITH NEW, ADD 2 NEW TRENCH DRAINS

74785	605 CHALLENGER DR..21-6972	THOMPSON VERNON A & AMY SUE JOINT REVOC TRUST	MAD CITY BATHS	\$50.00	\$12,000.00	Pending
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[62-*** - repair/alter existing plumbing system] TUB TO SHOWER REPLACEMENT

74806	2479 VAN BEEK RD..21-4181	DIANNE XIONG & KAO VANG	TUNDRALAND	\$50.00	\$6,000.00	Closed
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[62-*** - repair/alter existing plumbing system] SHOWER TO TUB REPLACEMENT

74834	255-263 ALPINE DR..21-54-8	MICHAEL & JOHN S VANLANEN	CONRAD PLUMBING LLC	\$50.00	\$2,500.00	Pending
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[62-*** - repair/alter existing plumbing system] NEW FIXTURES

74881	839 CHRISTIANA ST..3-149-A	GREEN BAY HOUSING AUTHORITY	AG EXCAVATING	\$0.00	\$4,000.00	Pending
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[62-*** - repair/alter existing plumbing system] REPAIRING THE SANITARY SEWER LINE

74614	1908 E MASON ST..21-1353	NICOLET REAL ESTATE & INVESTMENT CORP	SINKLER HEATING & COOLING, INC	\$420.00	\$24,927.00	Pending
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[64-*** - repair/alter existing hvac system] ADDING NEW HOOD TYPE I

74698	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY	ADVANCED TELECOM SOLUTIONS	\$140.00	\$20,000.00	Pending
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[94-*** - Alteration to existing cell tower

] REPLACE ATENNAS AND ADDITONAL ANCILLARY EQUIPMENT

74793	100 N JEFFERSON ST..11-216	CITY OF GREEN BAY-CLERK	SAC WIRELESS	\$70.00	\$40,000.00	Pending
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[94-*** - Alteration to existing cell tower

] Replacing antennas and low voltage wiring work

74794	1629 MAIN ST..21-2005-3	GBA ENTERPRISES LLC	NETCOM LLC	\$140.00	\$0.00	Pending
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[94-*** - Alteration to existing cell tower

] Installation of new antennas, electrical contact info is on building permit

74437	416M DOUSMAN ST ..5-597	GNC DEVELOPMENT LLC	PIEPER ELECTRIC INC	\$140.00	\$15,000.00	Pending
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[95-*** - New cell tower

] CELL TOWER EQUIPMENT

74438	905M CASS ST ..14-813	BELLIN MEMORIAL HOSPITAL	PIEPER ELECTRIC INC	\$140.00	\$10,000.00	Pending
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[95-*** - New cell tower

] Pole along the Dousman ROW.

74790	301M N ADAMS ST ..12-195	NNB PROPERTIES LLC	PIEPER ELECTRIC INC	\$140.00	\$15,000.00	Pending
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[95-*** - New cell tower

] Cell tower in teh RW

74791	1281M E WALNUT ST ..14-218	FREDRICO SUAREZ MARTINEZ	PIEPER ELECTRIC INC	\$140.00	\$9,500.00	Pending
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[95-*** - New cell tower

] New cell tower pole in RW

74910	1280 EMILIE ST..17-231	CARRIE ERICKSON	CHAMPION ELECTRIC LLC	\$530.00	\$375.00	Pending
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[200-*** - water service] MINI SEWER

72492	1730 S ASHLAND AV..1-1111	MARQUARDT HOLDINGS LLC	MARQUARDT SERVICES LLC	\$1,657.21	\$0.00	Pending
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[301-*** - Change of Use]

Totals:	271 projects			\$59,460.52	\$12,244,178.45	
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Summary of Projects Issued

9/1/2018 to 9/30/2018

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	10	10	20	10	10	10	10	0	\$14,725.09	\$3,435,900.00
48 Electrical Wiring (Misc., Alteration, Repair)	26	0	0	1	26	0	0	0	\$1,480.00	\$802,172.00
45 Electrical Temporary Services	4	0	0	0	4	0	0	0	\$240.00	\$3,400.00
46 Electrical Service Change	5	0	0	0	5	0	0	0	\$250.00	\$7,200.00
47 Electrical Service Repair	6	0	0	0	6	0	0	0	\$320.00	\$2,740.00
50 Heating Unit Replacement/ Air Conditioning	36	0	0	0	0	36	0	0	\$2,120.00	\$185,544.00
41 Storm Sewers	4	0	0	0	0	0	4	0	\$120.00	\$4,100.00
42 Mini Sewers	4	0	0	0	0	0	4	0	\$2,120.00	\$975.00
62 repair/alter existing plumbing system	11	0	0	0	1	0	11	0	\$550.00	\$108,422.00
16 Temporary Office or Trailer	4	0	0	4	1	0	0	0	\$280.00	\$500.00
22 Shed, Yard Building	9	2	2	9	0	0	0	0	\$550.00	\$17,590.00
301 Change of Use	1	1	3	1	1	1	1	0	\$1,657.21	\$0.00
11 Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).	2	2	3	2	1	1	1	1	\$2,351.00	\$5,000.00
02 Single-Family Residential Building, Alteration	16	2	8	16	15	6	11	1	\$3,211.00	\$423,353.00
10 Multi-Family Residential Building Alteration	2	0	0	2	1	0	0	0	\$210.00	\$0.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	13	1	18	13	12	8	9	0	\$12,651.90	\$3,142,385.00
15 Raze Commercial Building or other Structure	3	0	0	3	1	0	1	0	\$210.00	\$572,800.00
21 Demolition of all Other Buildings or Structures	2	0	0	2	0	0	0	0	\$100.00	\$2,600.00
17 New Garage or Carport	12	12	12	12	10	2	1	0	\$2,297.28	\$247,700.00
23 Deck, Porch, Patio	14	2	6	14	0	0	0	0	\$900.00	\$70,850.00
28 Foundation Repair	2	0	0	2	0	0	0	0	\$100.00	\$21,440.00
32 Canopy, Awning	1	0	1	1	1	0	1	0	\$610.00	\$75,000.00
33 Roofing	6	0	0	6	0	0	0	0	\$697.75	\$1,946,900.00
35 Driveway Expansion	9	1	0	9	0	0	0	0	\$495.00	\$32,300.00
36 Fence	31	0	0	31	0	0	0	0	\$1,640.00	\$117,180.45
37 Signs	6	4	0	6	1	0	0	0	\$586.29	\$73,100.00
40 Sanitary Sewers	2	0	0	2	0	0	0	0	\$60.00	\$2,750.00
42 Mini-Sewers	1	0	0	1	0	0	0	0	\$530.00	\$2,500.00
43 Lawn Sprinklers	4	0	0	4	0	0	4	0	\$440.00	\$22,000.00
44 Water heaters/Appliances	3	0	0	0	0	0	3	0	\$156.00	\$5,300.00
57 Parking lot (New & Reconstruction)	4	2	1	4	0	0	0	1	\$1,027.00	\$535,000.00
58 Site (Erosion control, Fill, Excavation)	2	2	2	2	0	0	0	0	\$700.00	\$130,000.00
11 Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	2	1	1	0	1	1	\$2,740.00	\$0.00
11 public works, utilities(transportation, water supply, heat, communication, power, sewage disposal)	1	1	2	1	1	0	0	0	\$590.00	\$67,580.00

11 stores, customer services(restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	0	1	1	1	0	1	0	\$360.00	\$10,000.00
64 repair/alter existing hvac system	1	0	1	0	0	1	0	0	\$420.00	\$24,927.00
200 water service	1	0	0	0	0	0	1	0	\$530.00	\$375.00
49 backwater valve/sump pump	1	0	0	0	0	0	1	0	\$0.00	\$4,095.00
94 Alteration to existing cell tower	3	0	0	3	2	0	0	0	\$350.00	\$60,000.00
95 New cell tower	4	0	0	4	4	0	0	0	\$560.00	\$49,500.00
05 Raze Sungle-Family house(attached or detached)	3	0	3	3	0	0	3	2	\$525.00	\$31,000.00
Totals:	271	42	85	170	105	65	68	6	\$59,460.52	\$12,244,178.45

**MUNICIPAL COURT MONTHLY FINANCIAL REPORT**

See Instructions on page 2.

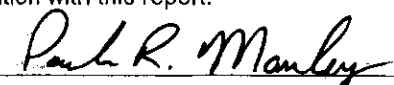
County Name Brown		County Code Number 05		Report for Month/Year 09/2018	
Municipal Name (Indicate if Town, Village or City) Green Bay Municipal Court		Municipal Code Number 231		Telephone Number (920) 4483131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be Sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	80,823.31	100% 80,823.31			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	34,565.96	100% of amount in excess of \$5.00 for each forfeiture 30,036.60		\$5.00 for each forfeiture 4,529.36	
3. Penalty Surcharges (s. 757.05, Stats.)	20,812.45			100% 20,812.45	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	8,815.70		100% 8,815.70		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	11,058.62		50.3% 5,411.43	49.7% 5,647.19	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	11,071.27			100% 11,071.27	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)				100%	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))		\$150 for each forfeiture		100% of amount in excess of \$150.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	1,006.15		100% 1,006.15		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)				100%	
11. Safe Ride Program (s. 85.55, Stats.)	1,188.25			100% 1,188.25	
12. Adjustments (Attach Breakdown using Municipal Court Monthly Financial Reporting Lines)					
13. Totals	169,341.71	110,859.91	15,233.28	Pay This Amount 43,248.52	

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures court costs and surcharges collected during the month designated.

Name: Neil BastenSignature: Date: 10/1/2018**III. TREASURER'S CERTIFICATION**

I hereby certify that the above amount due the state has been received. After so certifying a copy of this report will be returned to the signer of this report as a receipt and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Date: 10/4/18

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:

Telephone Number

Email Address

Neil Basten

(920) 4483131

neilba@greenbaywi.gov

**RESOLUTION ACCEPTING
RELOCATION CLAIMS
FOR N. WEBSTER AVENUE
October 16, 2018**

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

To approve the Relocation Claims for the Webster Avenue project and authorize payments.

N WEBSTER AVENUE – UNIVERSITY AVENUE TO RADISSON STREET

R/W Plat

Parcel

<u>Number</u>	<u>Owner Name(s)</u>	<u>Location</u>	<u>Amount</u>
1a	Robert Richmeier	708 N Webster Avenue	\$8,550
1b	Katie M. Long	708 N Webster Avenue	1,560
2c	Sherri Kling	816 N Webster Avenue	1,140
12	James Siudzinski	714 N Webster Avenue	600
13	Beverly T. Moeser	1102 Harvey Street	375
18a	July & Ramiro Martinez	1102 N Webster Avenue	8,000
20a	Nicole Robertson	1002 Reber Street	8,000
22a	Ronald Tordeur	1005 Berner Street	5,072
23a	Brian Sharkey	1000 Klaus Street	8,000
24a	Don Lecher	1008 Vanderbraak Street	1,140

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1634-1710 COFRIN DRIVE
(ZP 18-32)**

October 16, 2018

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

That, pursuant to Zoning Petition 18-32 and the recommendation of the Plan Commission on October 8, 2018, the City of Green Bay does authorize a conditional-use permit for the expansion and redevelopment of a motor freight operation in a Business Park (BP) District located on the following described property at 1634-1710 Cofrin Drive:

PRT OF GOVT LOT 4 SEC 29 T24N R21E DESC AS PCL 2 IN 4 CSM
77

(Tax Parcel No. 21-1192-4)

LOT 2 OF 5 CSM 115 EX THE ELY 27.29 FT THEREOF BNG PART
OF GOV'T LOT 4 SEC 29 T24N R21E

(Tax Parcel No. 21-1191-3)

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

- a. Compliance with all regulations of the Green Bay Municipal Code;
- b. Consolidate two separate parcels into a single lot; and
- c. Vegetation within the southern buffer area shall be primarily evergreen.

Adopted _____

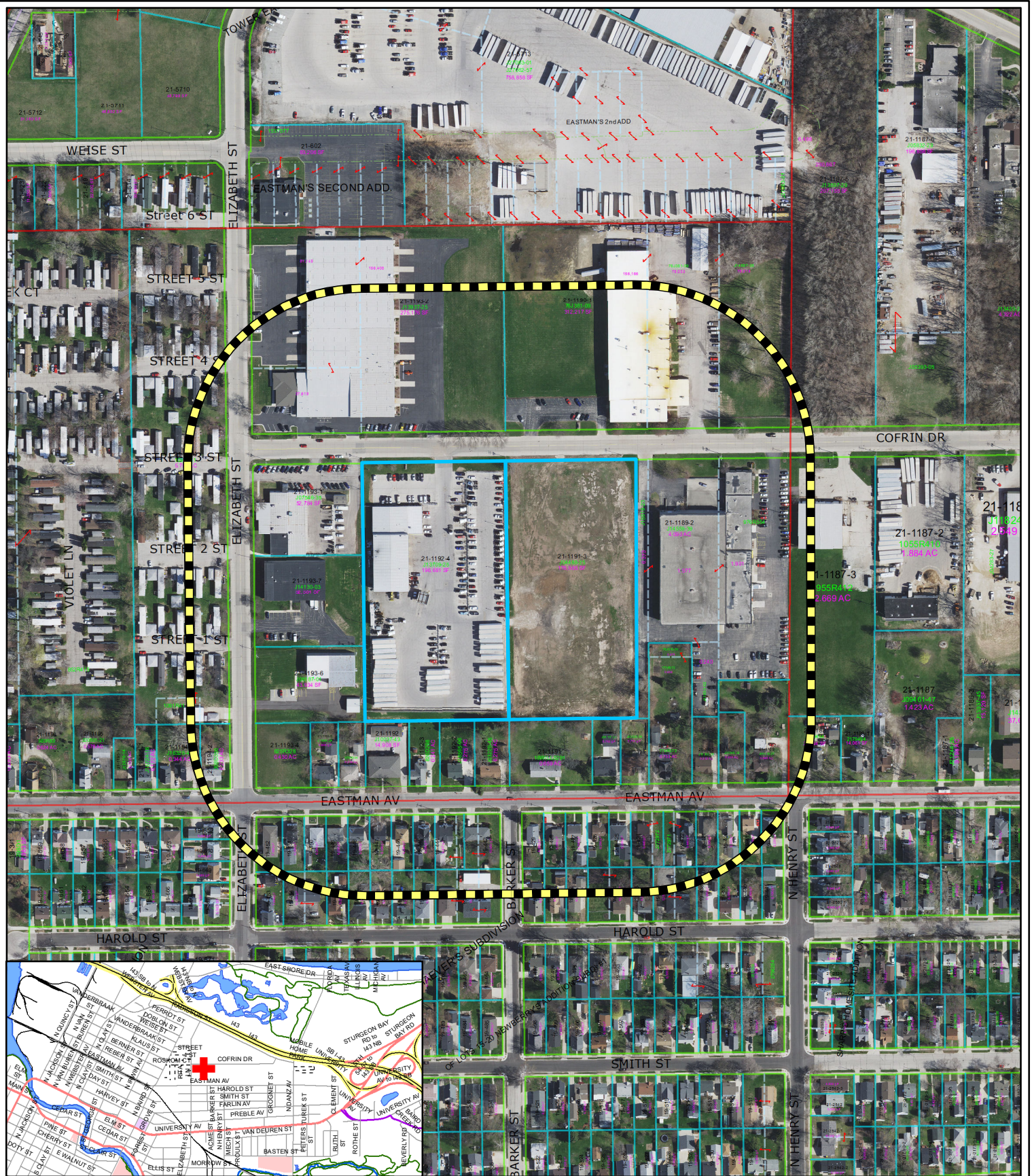
Approved _____

Mayor

Clerk

DB

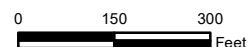
Attachment – Map



- Subject Property
- 400' Notice Area

Zoning Petition (ZP 18-32)
Request to Authorize a Conditional
Use Permit (CUP) for Motor Freight Operation
In Business Park (BP) District at 1634-1710
Cofrin Drive.

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



**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 2574 WEST POINT ROAD
(ZP 18-33)**

October 16, 2018

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

That, pursuant to Zoning Petition 18-33 and the recommendation of the Plan Commission on October 8, 2018, the City of Green Bay does authorize a conditional-use permit to construct a detached garage that exceeds the height for an accessory structure in a Low Density Residential (RI) District located on the following described property at 2574 West Point Road:

LOT 2 OF 11 CSM 355 BNG PRT OF LOT 29 S29 T24N R20E 0.43 AC

(Tax Parcel No. 6H-1127-7)

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

a. Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval; and

b. Continuance of similar style of architecture, exterior construction material, and color of the structure.

Adopted _____

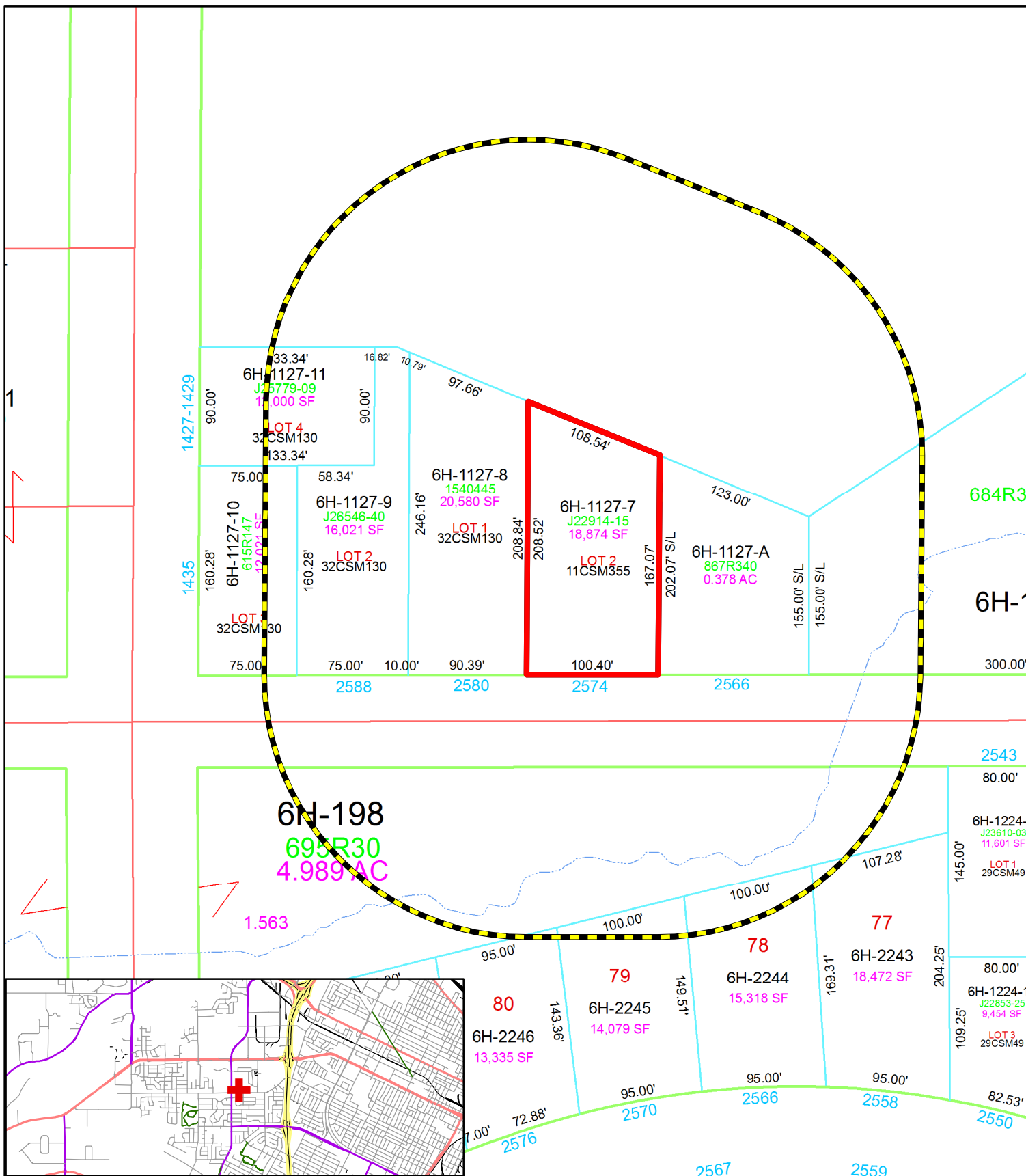
Approved _____

Mayor

Clerk

PN

Attachment – Map



Subject Area



200' Property Owner Notice



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

0 5,000 10,000
Feet

Zoning Petition (ZP18-33) Conditional Use Permit (CUP) 2574 West Point Road

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 411 ST. JOHN STREET
(ZP 18-34)**

October 16, 2018

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

That, pursuant to Zoning Petition 18-34 and the recommendation of the Plan Commission on October 8, 2018, the City of Green Bay does authorize a conditional-use permit to extend the emergency shelter use in an Office/Residential (OR) District located on the following described property at 411 St. John Street:

PLAT OF ASTOR LOTS 4-5-6-7- 8-9-10-11 & 12 BLK 22
(Tax Parcel No. 13-106)

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

- a. A maximum 84-bed temporary emergency homeless shelter located in the former St. John's School, 411 St. John Street (Tax Parcel No. 13-106) to November 1, 2023. The facility is to be operated for a typical season from November 1 to April 30 with a scaled back summer program from April 30 to November 1. Any modification of the use will require Plan Commission and Common Council approval.
- b. If the temporary emergency facility use at 411 St. John Street is discontinued, the operation is dissolved, or if the Green Bay Catholic Diocese of Green Bay no longer manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Planning Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the temporary emergency homeless shelter including but not limited to: Police calls, other documented safety concerns and inadequate facilities.
- d. The St. John the Evangelist Homeless Shelter staff shall provide reports to the Protection & Policy Committee detailing those served by the facility as requested by the Committee.
- e. The St. John the Evangelist Homeless Shelter staff shall meet as necessary with the Navarino Neighborhood Association, Downtown Neighborhood Association and the Astor Neighborhood Association to address any concerns of neighbors.

- f. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- g. A mandatory background check for all shelter residents is required.
- h. St. John the Evangelist Homeless Shelter staff shall maintain a history of residence for the previous three years.
- i. An operational plan shall be approved by the Community Police and Case Management of the Brown County Human Services Department and implemented by the St. John Homeless Shelter staff for the opening of the temporary emergency homeless shelter facility located at 411 St. John Street.
- j. Conformance with the submitted operating plan for the St. John the Evangelist Homeless Shelter.

Adopted _____

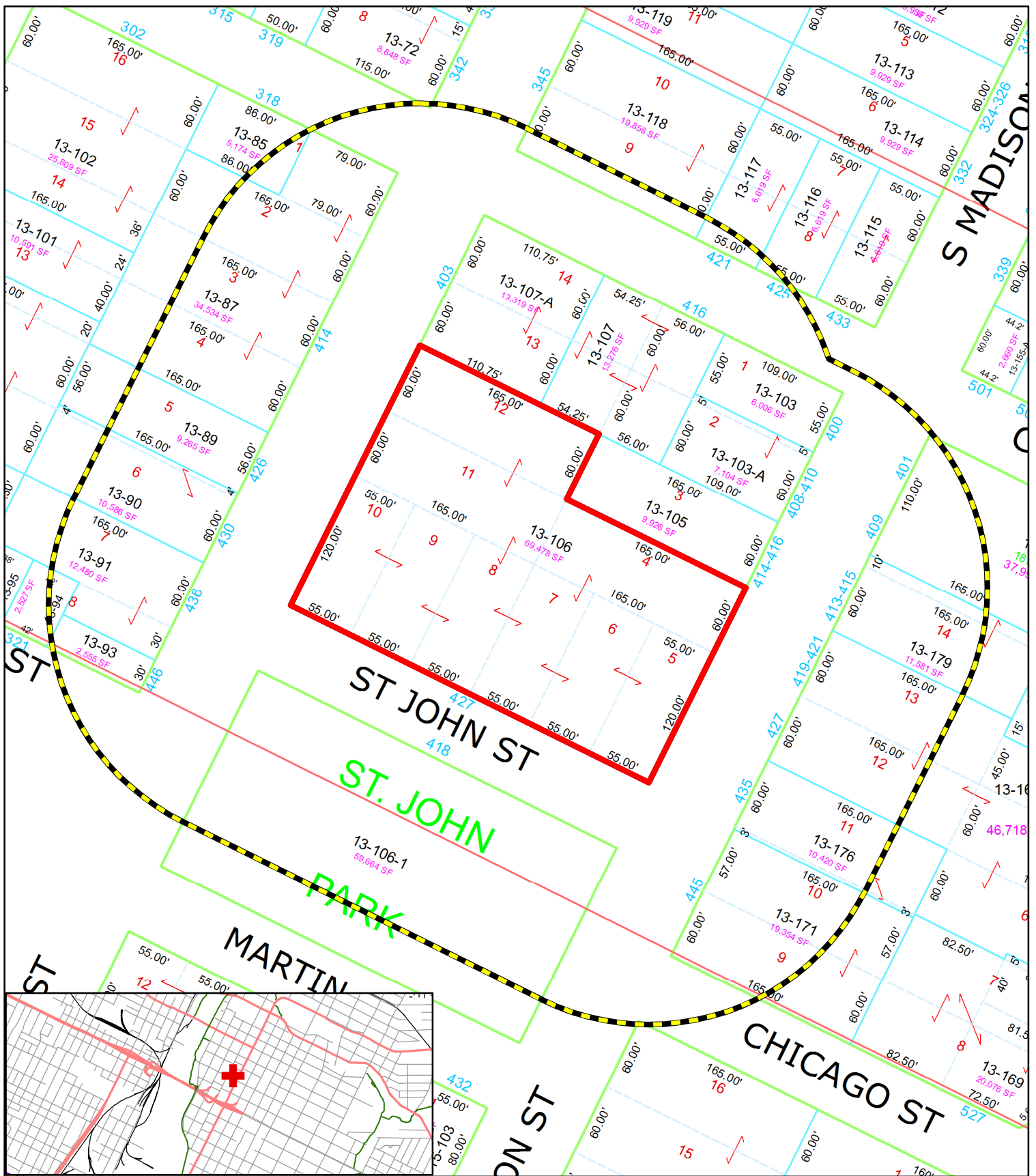
Approved _____

Mayor

Clerk

PN

Attachment – Map



Subject Area



200' Property Owner Notice



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

0 5,000 10,000 Feet

Zoning Petition (ZP 18-34)
Proposed Conditional Use Permit (CUP) -
411 St. John Street

**RESOLUTION APPROVING
TRAFFIC SIGNAL EQUIPMENT EASEMENT
FOR W. WALNUT STREET
October 16, 2018**

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

To approve the following Easement and authorize payments:

W. WALNUT STREET AT S. ASHLAND AVENUE – TRAFFIC SIGNAL EQUIPMENT

<u>Tax Parcel Number</u>	<u>Owners Name</u>	<u>Amount</u>
3-73	Bonnie Nykvist	\$300

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION TO AMEND AND CORRECT SCRIVENER'S ERROR
IN INITIAL RESOLUTION VACATING
A PORTION OF DONALD DRIVER WAY
SOUTH OF KELLOGG STREET
(SV 18-02)**

October 16, 2018

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council adopted an initial resolution regarding the vacation of a portion of Donald Driver Way between Kellogg Street and approximately 308 feet south of Kellogg Street, on October 2, 2018 (legal description attached); and

WHEREAS, the notice date of the public hearing in paragraph six contains a scrivener's error; and

WHEREAS, the Council desires to correct the scrivener error to reflect the correct public hearing date.

NOW, THEREFORE, BE IT RESOLVED that paragraph six is corrected to reflect that a hearing be held on the abandonment, vacation, and discontinuance of a portion of Donald Driver Way between Kellogg Street and approximately 308 feet south of Kellogg Street, on **December 4, 2018**, at **6:00 P.M.** in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that the above-referenced correction is effective *nunc pro tunc* to October 2, 2018.

Adopted _____

Approved _____

Mayor

Clerk

JS

Attachment: Legal Description

LEGAL DESCRIPTION
VACATION OF A PORTION OF DONALD DRIVER WAY
SOUTH OF KELLOGG STREET

Part of Donald Driver Way, being located in part of the Fort Howard Military Reserve, now known as the Railroad Grant, in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of Lot 11 of the recorded Plat "Larsen Green" (Volume 23, Plats, Page 17, Document No. 2433894, Brown County Records); thence S26°09'59"W, 21.01 feet along the East line of Lot 11 of said Plat, also being the Northwestern right of way of Donald Driver Way to the point of beginning; thence S52°35'37"E, 10.45 feet; thence 15.26 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears S16°09'58"E, 14.25 feet; thence S20°15'39"W, 70.59 feet; thence 17.53 feet along the arc of an 86.00 foot radius curve to the right whose long chord bears S26°06'03"W, 17.50 feet; thence S31°56'28"W, 146.87 feet; thence 16.41 feet along the arc of a 70.00 foot radius curve to the right whose long chord bears S38°39'26"W, 163.7 feet; thence S45°22'21"W, 26.77 feet to the Westerly right of way of Donald Driver Way and the East Line of Lot 1 of said Plat; thence N26°09'59"E, 287.68 feet to the point of beginning.

Area contains 5,490 square feet / 0.13 acres more or less.

Right-of-Way

Adjacent Parcel Nos.:

5-1740, 5-1741, 5-1742, 5-1743, 5-1744, 5-1745, 5-1746, 5-1747, 5-1748, 5-1749 and 5-1750

CONSENT TO CONTRACT ASSIGNMENT

October 1, 2018

CITY OF GREEN BAY, WISCONSIN

Address: _____

Attention: _____

Re: Lease dated December 31, 2013 by and between City of Green Bay, Wisconsin and Camera Corner, Inc. (as amended, modified or supplemented from time to time, the "Lease")

Ladies and Gentlemen:

As you may know, we are in the process of completing a transaction which will result in the business, assets and operations of Camera Corner, Inc., a Wisconsin corporation ("CCCP"), being purchased by Arlington Computer Products LLC, a Delaware limited liability company ("ACP"). This sale and purchase of CCCP's business will include the assignment by CCCP to ACP of the Lease.

In connection with this transaction, we are writing to request your consent to the assignment by CCCP to ACP of all of CCCP's interests, rights and obligations under the Lease. Please evidence your consent and agreement to such assignment by executing this letter agreement below. Thank you for your prompt attention to this matter.

Very truly yours,

CAMERA CORNER, INC.


Rick Chernick

Accepted and agreed to as of the date first above written:

CITY OF GREEN BAY, WISCONSIN

By: _____

Name: _____

Title: _____

LOT "MM"
PARKING LEASE AGREEMENT
CAMERA CORNER CONNECTING POINT

THIS AGREEMENT is made this 31 day of December, 2013, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and Camera Corner Connecting Point ("LESSEE").

1. CITY hereby agrees to lease to LESSEE twenty four (24) parking spaces in the City-owned parking lot located near the southeast corner of North Monroe Avenue and Main Street (Tax Parcel 11-92), known as Lot "MM" in Green Bay, Wisconsin. The number of leased stalls may be adjusted dependent on needs and availability of space. The CITY shall install and maintain asphalt pavement, pavement markings, stall numbering and official signs in Lot "MM" that specifically identify the lot limits and parking spaces designated for LESSEE's use only.

2. This Lease shall be effective on October 15, 2013, and remain in effect until October 31, 2018, with allowance for two (2) 5-year extensions through October 31, 2028. Lease extensions shall be effectuated by letter agreement between the parties.

3. Beginning November 1, 2013, on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount of \$600.00 (24 spaces x \$25.00 per space) monthly. LESSEE shall pay for half a month's rent for October of 2013. CITY shall pay all applicable taxes. The rate shall remain fixed through December 31, 2016. On January 1, 2017, and each subsequent year, the lease rate shall be subject to increases as determined by the CITY. Notice of rate adjustment shall be given by the CITY to LESSEE prior to the end of each year.

4. LESSEE shall perform routine maintenance of the lot including, but not limited to, grass/weed maintenance, litter control and snow removal for Lot "MM" and the adjacent sidewalk. CITY shall maintain pavement surface, pavement markings and official signing for Lot "MM."

5. Regular lease payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to the payment of the monthly rental fee set forth above. Failure on the part of the LESSEE to make payment in accordance with the terms of this agreement shall cause this Lease to terminate and to be null and void; and the CITY may enter upon and expel the LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

6. Lessee shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of the leased space.

7. Either CITY or LESSEE may terminate this Lease upon ninety (90) days written advance notice given to the other party. Notices shall be sent to:

CITY: City of Green Bay Parking Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: Camera Corner Connecting Point
529 North Monroe Avenue
P.O. Box 248
Green Bay, WI 54305-0248

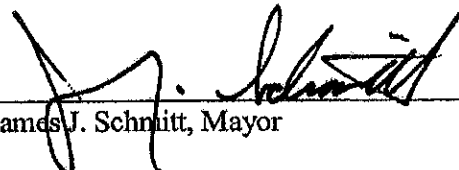
8. This Lease Agreement may be assigned only upon written permission by the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the last date listed below.

(Signature Page Follows)

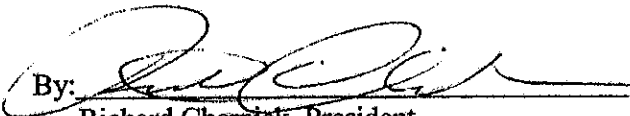
CITY OF GREEN BAY

Dated: December 31, 2013

By: 
James J. Schmitt, Mayor

CAMERA CORNER CONNECTING POINT

Dated: 12/31, 2013

By: 
Richard Chernick, President
Camera Corner Connecting Point



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-06
BREAKTHROUGH FUEL @ THE SHIPYARD

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

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
3-551	239 Arndt St.	4.67	\$0.00
3-554-A	101 Bridge St.	0.29	\$0.00
3-556	119 Bridge St.	0.70	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which involves constructing a modern, state-of-the-art office building of approximately forty thousand (40,000) square feet along with parking, landscaping, lighting, and other related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of \$0.00, which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$0.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$0.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight million, three hundred thousand dollars (\$8,300,000.00) which is anticipated to yield approximately:

1. \$189,157.00 in total real estate taxes annually (assessed mill rate of \$22.79);
2. \$189,157.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$74,866.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District Number Five (“TID 5” or the “TID”), which may provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 21” therein replacing references to the “TID”), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project builds new structures using the latest codes; reduces transportation hazards; remediates environmental contamination from the Property; enhances the physical landscape; includes high-performance design elements, mechanical systems, and interior finishes; encourages human-powered movement; interacts positively with adjacent properties, the neighborhood, and the community; strengthens and expands our pedestrian, bicycle transportation networks; creates public spaces and amenities; creates employment opportunities; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars (\$0.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. “Developer” means BREAKTHROUGH FUEL, LLC, a Wisconsin limited liability company, or any assignee of the same.
- H. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. “Plans and Specifications” means the plans and specifications developed for the Project.
- J. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- L. “Project” means the Project as defined in the Recitals.
- M. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- N. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 7.
- O. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- R. “TID” means Tax Increment District Number Five (“TID 5” or the “TID”), which may provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 21” therein replacing references to the “TID”), effective January 1, 2019, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

- S. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:
 - a) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached as EXHIBIT C, which shall include the following reservations for public use and access:
 - (I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and
 - (II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way.
 - b) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
 - c) The City and/or RDA shall convey the Property, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
 - 2. Public Improvements. Prior to December 1, 2019, the City and/or RDA shall at their expense complete the following Public Improvements in accordance with all applicable codes and ordinances, with Developer review and comment prior to construction:
 - a) Arndt Street. 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, in compliance with current

industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

- b) S. Pearl Street. Appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on S. Pearl Street between Arndt Street and Walnut Street, in compliance with current industry standards.
- c) Parking. Appropriate paving, landscaping, lighting, and other improvements required to provide one hundred and thirty (130) parking spaces as follows:
 - (I) Approximately sixty (60) parking spaces on the property located at 401 S. Broadway (Tax Parcel 3-568), for as long as such property remains undeveloped, which shall be made available to Developer on an exclusive basis during customary business hours.
 - (II) Parking spaces on the property located at S. Broadway (Tax Parcel 3-568-I), 505 S. Broadway (Tax Parcel 2-946), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), and 517 S. Broadway (Tax Parcel 2-71) for as long as such property remains undeveloped, which shall be made available to Developer on an as-available basis.
 - (III) Parking spaces on the property located at 402 S. Broadway (Tax Parcel 3-572), 420 S. Broadway (Tax Parcel 3-569), and 419 S. Maple Avenue (Tax Parcel 2-947), for as long as such property remains undeveloped, which shall be made available to Developer on an as-available basis.
 - (IV) Should the City and/or RDA be unable to provide one hundred and thirty (130) parking spaces through the manner described above, the parties shall agree, in writing, to an alternative that provides the minimum number of spaces.
- 3. Property Improvements. The City and/or RDA shall complete the following improvements to the Property prior to conveyance of the Property to Developer, in accordance with all applicable codes and ordinances, with Developer review and comment prior to construction. In the alternative, Developer and the City and/or RDA may enter into a separate Property Improvement agreement wherein Developer may construct the Property Improvements identified below and seek reimbursement from the City. All expenses shall be identified in the Property Improvement agreement and will be paid by Developer and reimbursed as Qualified Expenses pursuant to this Agreement. The City shall not be responsible for any costs other than those specifically identified in the Property Improvement agreement.
 - a) Site Fill. The City and/or RDA shall remove and dispose of all necessary earthen material unsuitable for construction purposes and shall import 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.
 - b) Environmental Remediation. The City and/or RDA shall amend the environmental closure report in accordance with requirements of the Wisconsin Department of

Natural Resources (herein "DNR") and take all such appropriate measures to implement such actions required to achieve compliance and procure Voluntary Party Liability Exemption certification from the DNR.

- c) Stormwater Management. The City and/or RDA shall construct customary and typical storm water management facilities necessary to service the Project and potential Future Projects on the Property. The stormwater management facilities shall include an acceptable liner as determined by the Director of the City Department of Public Works.
- 4. Property Acquisition. Should the Developer propose a Future Project on the Property beyond the scope of the Project described herein, and the City estimates the assessed value of such Future Project to be no less than six million dollars (\$6,000,000.00), the City and/or RDA shall, within twenty-four (24) months from the date Developer proposes such additional improvements:
 - a) Acquire the real property at 345 S. Pearl St. (Tax Parcel 3-552) (the "Future Project Site"); and
 - b) Prepare the Future Project Site for redevelopment in a manner similar to that described in Section III. B. 3.; and
 - c) Convey the Future Project Site to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00).
 - d) Should the RDA and/or City acquire the Future Project Site in a manner that does not permit transfer of such parcel to Developer, the RDA and or/City shall construct parking spaces in a manner similar to that described in Section III B. 2. c., which shall be made available to Developer on an as-available basis.
- 5. Project Grant. The City shall provide one million dollars (\$1,000,000.00) of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in Sections IV. A., IV. B., IV. C., IV. E., IV. F., and IV. G. of this Agreement regarding the proposed Project.
 - a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.
 - b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C.
 - c) In order for the City to cover one hundred and ten percent (110%) of the costs of debt service associated with such Project Grant, Public Improvements, and Property Improvements, the Developer guarantees that the Property shall have a minimum aggregate assessed value of six million dollars (\$6,000,000.00) by January 1, 2020.
- 6. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures as identified in Section III not covered by the Project Grant TIF Incentive shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the Base Value. The difference between the foregoing shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
 - d) The City shall first use the TIF Increment to cover one hundred and ten percent (110%) of its annual debt service obligation for the Project Grant. Should the annual debt service payment not consume all of the TIF Increment, the City shall make available sixty percent (60%) of the remaining TIF Increment to the Developer.
 - e) 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 Property 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.
7. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II. M., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) Private improvements as required by local, State, and Federal law, including:
 - (I) Environmental remediation; and
 - (II) Stormwater management facilities and related improvements; and
 - (III) Floodplain fill and related flood mitigation improvements; and
 - (IV) Deep foundation work and related geotechnical improvements.
 - c) Any other activity specifically approved by the City or RDA.
8. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value

and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

9. The Shipyard. Prior to June 1, 2020, the City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, and with Developer review and comment prior to construction, which includes:
 - a) 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
 - b) A permanent structure for restrooms, lockers, and/or concessions; and
 - c) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation; and
 - d) 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
 - e) An urban beach, children’s playground, splash pad and/or similar amenities; and
 - f) A floating dock for transient boaters and an accessible kayak launch.

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

1. Monetary Limitation. The PAYGo TIF Incentive in any year shall not exceed sixty percent (60%) of the Available Tax Increment for the Property.
2. 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.
3. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, the PAYGo TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall the PAYGo TIF Incentive payments continue after the earlier of:
 - a) Calendar year 2036;
 - b) The termination date of the TID; or
 - c) The termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City’s obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances

shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to commencement of construction, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the new boundaries of the Property as described in Section III. B. 1.
- B. Construction Documents. Prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to commencement of construction, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than five million dollars (\$5,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 7.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the

acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. If required, Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity and Financing. By no later than commencement of construction, Developer shall have delivered proof satisfactory to the City and RDA of available equity and financing, which together will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- G. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- H. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- I. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than December 1, 2020. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- J. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA.

Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- K. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- L. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- M. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. Prior to completion of the Project, the City or RDA may deny the request for any commercially reasonable reason; thereafter, such consent may not be unreasonably withheld. City and RDA consent shall not be required if Developer assigns its rights and obligations under this Agreement to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- N. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- O. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 - 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without

limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property occurring after the date of conveyance of the Property to Developer, unless caused by City or the RDA;
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

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

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

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

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

I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and

- c) \$500,000.00 policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such

improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

Q. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. Upon completion of the Project, the Property will conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are

subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

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

VIII. DEFAULT

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

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

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

1. Termination. Terminate this Agreement without further notice to Developer;
2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
3. Specific Performance. Sue for specific performance;
4. Sue for Damages. Sue for all damages caused by the Event of Default;
5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

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

IX. TERMINATION

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

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: DEVELOPER
 Attention: PRINCIPAL
 ADDRESS
 CITY, STATE, ZIP

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

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

recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- S. Façade Enhancements. The RDA and/or City shall make a good faith effort to work with owners of real property adjacent to and in the vicinity of the Property to make aesthetic and artistic improvements to façades fronting the Property, Arndt Street, Bridge Street, and Pearl Street.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
BREAKTHROUGH FUEL**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and BREAKTHROUGH FUEL

By: _____
James Schmitt, Mayor

Personally came before me this _____ day of _____ 2018, the above named _____ and _____ (attest), 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.

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Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and BREAKTHROUGH FUEL

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

By: _____
Gary Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.
All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT B
Preliminary Concept Plan



EXHIBIT C
Annual Costs of Debt Service Associated with Project Grant