



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, OCTOBER 8, 2019, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. Roll Call.

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

B. Approval of the Agenda.

- I. Approval of the agenda for the October 8, 2019, meeting of the Redevelopment Authority.

C. Approval of Minutes.

- I. Approval of the minutes from the September 10, 2019, regular meeting of the Redevelopment Authority.

D. Regular Business.

- I. Consideration with possible action on Report of the Real Estate Subcommittee meeting on October 1, 2019 (Request for Proposals for redevelopment of the parking lot located on the 200 block of North Monroe Avenue).

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. Consideration with possible action on Development Agreement 19-03 with Miller Land Investments, LLC, for One Astor Park at 100 E. Mason Street, 120 E. Mason Street, and Washington Street (Tax Parcels 15-168-A, 15-2, and 15-168).

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3. Consideration with possible action on Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2).
4. Consideration with possible action on the recommendation from the Public Arts Commission for the use of \$27,000 of allocated CDBG funding for a beautification project.
5. Consideration with possible action on Commercial Facade Improvement Grant funds to Urban Partnership Community Development Corporation for enhancements to 815 Chicago Street (Tax Parcel # 14-646).
6. Consideration with possible action on Commercial Facade Improvement Grant funds to BeachMe, LLC for enhancements to 840 S. Broadway (Tax Parcel # 2-118).
7. Consideration with possible action on the acquisition of 1489 E. Mason Street (Tax Parcel 17-940) using Community Development Block Grant funds.
8. Consideration with possible action on the acquisition of 840 13th Avenue (Tax Parcel 2-552) using Community Development Block Grant funds.
9. Consideration with possible action on the acquisition of 1227 and 1231 S. Greenwood Avenue (Tax Parcels 1-606 & 1-607) using Neighborhood Enhancement funds.
10. Consideration with possible action on a development agreement with Ken Rovinski for the property located at 520 Hubbard Street (Tax Parcel 4-96) under the New Homes in Your Neighborhood program.

E. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next meeting: November 12, 2019 at 1:30 PM.

F. Adjournment.

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



MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, SEPTEMBER 10, 2019, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. ROLL CALL.

I. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, James Blumreich, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.

Liaisons: Chelsea Kocken, Jeff Mirkes, and Leah Weycker.

Members Present: Deby Dehn, James Blumreich, Gary J. Delveaux, Barbara Dorff, Excused: Matt Schueller, Melanie Parma, Kathy Hinkfuss

Liaisons Present: Chelsea Kocken, Jeff Mirkes, Leah Weycker

Others Present: Ald. Brian Johnson, Ald. Randy Scannell

B. APPROVAL OF THE AGENDA.

I. Approval of the agenda for the September 10, 2019, meeting of the Redevelopment Authority.

Moved by James Blumreich, seconded by Deby Dehn to approve the agenda. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the minutes from the August 13, 2019, regular meeting and August 20, 2019, special meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve the minutes from the August 13, 2019, regular meeting and August 20, 2019, special meeting of the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

D. REGULAR BUSINESS.

I. Consideration with possible action to adopt Resolution 19-04 Regarding Commitment to Redevelopment of the Pulliam Plant.

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.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to adopt Resolution 19-04 Regarding Commitment to Redevelopment of the Pulliam Plant and refer to Common Council for approval as a Joint Resolution from the Redevelopment Authority and Common Council. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

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).

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.

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to go into closed session at 1:48 p.m.

Motion carried.

Ald. Barbara Dorff read the closed session language.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by James Blumreich to return to regular order of business at 2:36 p.m. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

No action was taken.

3. Consideration with possible action on Commercial Facade Improvement Grant funds to DS2 Hospitality & Management LLC for enhancements to 1614 Shawano Avenue (Tax Parcel # 6-235-A-1).

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve a \$12,325 commercial facade grant to DS2 Hospitality & Management LLC. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

4. Consideration with possible action on communication from July 16, 2019, of the Common Council by Ald. Brian Johnson, to consider forgiveness of Broadway loan made to Cup O' Joy (referred to staff August 13, 2019).

Moved by James Blumreich, seconded by Ald. Barbara Dorff to open the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

Moved by James Blumreich, seconded by Deby Dehn to close the floor for discussion. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by James Blumreich to deny the request by Cup O' Joy Coffee House to forgive the loan made to them by the Redevelopment Authority. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

5. Consideration with possible action on a request by On Broadway, Inc. to use \$10,000.00 of Community Development Block Grant funds designated for reuse in the Broadway District to plant perennial natives in the planter boxes along Broadway.

Moved by James Blumreich, seconded by Deby Dehn to award \$10,000.00 of Community Development Block Grant funds designated for reuse in the Broadway District to plant perennial natives in the planter boxes along Broadway. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

6. Consideration with possible action on the acquisition of 216 North Clay Street (Tax Parcel 14-87) using Community Development Block Grant funds.

Moved by James Blumreich, seconded by Deby Dehn to approve the acquisition of 216 North Clay Street (Tax Parcel 14-87) for \$44,900.00 using Community Development Block Grant funds. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, Deby Dehn, No- None, Abstain- None

7. Consideration with possible action on request by NeighborWorks Green Bay to subordinate the due upon sale mortgage at 1257-1261 E. Walnut Street.

Moved by James Blumreich, seconded by Ald. Barbara Dorff to approve the subordination to primary mortgage for the new construction of 7 units at 1257-1261 E Walnut Street. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, No- None, Abstain- Deby Dehn

Deby Dehn left the meeting at this time.

E. INFORMATIONAL.

1. Financial report and check register.

No action was taken.

2. Director's report and project updates.

Kevin Vonck provided the Director's report and project updates. No action was taken.

3. Next meeting: October 8, 2019 at 1:30 PM.

F. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by James Blumreich to adjourn. Motion carried.

Yes- Barbara Dorff, Gary J. Delveaux, James Blumreich, No- None, Abstain- None



Report to the
Real Estate Subcommittee of the Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.I.

Consideration with possible action on Report of the Real Estate Subcommittee meeting on October 1, 2019 (Request for Proposals for redevelopment of the parking lot located on the 200 block of North Monroe Avenue).

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

This site was recently purchased by the RDA and is currently used as a surface parking lot. Staff has drafted a Request for Proposals that coincides with the recommendations as provided by the City's 2014 AuthentiCity Plan. The plan recommends this site to be used for mixed use development with a requirement that the first floor be commercial.

Staff received two proposals for the site by the September 13, 2019 deadline from T. Wall Enterprises, Mgt. LLC and Gorman & Company. The RDA real estate subcommittee gathered to interview each developer and discussed the proposals submitted. Staff recommended awarding the RFP to Gorman & Company. The real estate subcommittee concurred with Staff and is recommending that the RDA select the Gorman & Company proposal and to have staff work to negotiate a Development Agreement with the developer.

RECOMMENDATION

To select the Gorman & Company proposal and to have staff work to negotiate a Development Agreement for redevelopment of the parking lot located on the 200 block of North Monroe Avenue.

FISCAL IMPACT

ATTACHMENTS

1. 11-160_Request_for_Proposals
2. Gorman & Company 22 N. Monroe Street Response
3. T. WALL - 200 Block N. Monroe Ave Green Bay
4. Staff Recommendation
5. Subcommittee Minutes 10-01-19



City of Green Bay
Department of Community and Economic Development

Request for Proposals

200 Block N. Monroe Ave.



Redevelopment Authority of the City of Green Bay

Released July 16, 2019

Request for Proposals: 200 Block N. Monroe Ave.

I. Introduction

A. Project Overview

The Redevelopment Authority of the City of Green Bay (RDA) is seeking proposals for the purchase and redevelopment of the 200 block of N. Monroe Ave. (tax parcels 11-191, 11-160, 11-156, 11-157, 11-158, and 11-159).

B. Project Goals

The property is on the edge of the Downtown district, along a major corridor. This is a block of transition from Downtown density to the Whitney Park and Navarino neighborhoods.

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

1. Positively utilize the site for economic growth by incorporating mixed-use development
2. Generate tax base
3. Work with the City of Green Bay and Downtown Green Bay, Inc. to positively promote the development during the design process.
4. Facilitate a development that corresponds with the City's 2014 AuthentiCity Plan



C. Property Summary

Location: 200 Block of N. Monroe Ave.

Property Ownership: RDA

Parcel(s): 11-191, 11-160, 11-156, 11-157, 11-158, 11-159

Site Size: 2.42 acres (105,282 square feet)

Type of Project: Preference will be given to a medium-high density housing development or a mixed-use development with an emphasis on housing creation. If the development is mixed-use, at least thirty (30) percent of the first story facing Monroe Ave. must have a commercial user(s).

Land Value: \$736,100

D. Property Background

The site is currently a parking lot. Previously, the site was low to medium density residential and then automobile services on parcel 11-191.

E. Environmental Condition

The City will initiate a Phase I Environmental Site Assessment (ESA) and Phase II ESA if necessary.

II. Proposal Requirements

A. Content and Organization

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

1. Title Page

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

2. Alignment with Strategy

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

1. safe; projects that
 - 1.1. remove blighted and neglected properties with high complaint and/or police call volumes
 - 1.2. remediate environmental contamination and/or enhance the physical (soil, water, air) landscape
 - 1.3. strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure
 - 1.4. eliminate and/or reduce transportation hazards
2. productive; projects that
 - 2.1. rehabilitate and/or build new structures with high-performance designs, systems, and finishes
 - 2.2. create a significantly higher per acre property value than adjacent properties and the City average
 - 2.3. generate property taxes greater than the cost of providing infrastructure and services
 - 2.4. generate job opportunities for smart and skilled individuals
3. accessible; projects that
 - 3.1. rehabilitate and/or build new structures for individuals of all ages and abilities
 - 3.2. are located in places easy to reach on foot, bicycle, or transit
 - 3.3. strengthen and/or expand non-motorized transportation networks
 - 3.4. generate job opportunities for individuals of all ages, abilities, and incomes
4. innovative; projects that
 - 4.1. expand our range of (residential, commercial, and industrial) real estate products
 - 4.2. are designed and built with options for conversion to alternative uses in the future
 - 4.3. create and/or enhance unique public spaces, amenities, and art
 - 4.4. support disruptive startups and high-growth, second-stage companies

3. Design and Use

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

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

Long-Range Planning. This site is in an area highlighted in Downtown district plans adopted by the City (see Appendix). It is along the Monroe corridor, which carries an annual average daily traffic count of 10,700 vehicles. The block is part of the area indicated as a catalytic development opportunity site, meaning it is a priority in new or redevelopment, and it should drive the momentum in Downtown growth. The plan recommendation for this site is residential development, with taller, high-density residential facing Monroe and medium-density residential or townhouses facing Quincy.

Form. Parcels 11-160 and 11-191 are zoned Downtown One (D1). Parcels 11-159, 11-158, 11-156, and 11-157 are zoned Office Residential (OR). The building must be designed to comply with OR and D1 zoning requirements, with flexibility if shown necessary in the proposal. The north-south alley must remain in use without structures built above. The building must complement the established Downtown neighborhood character:

Architectural Character	Sensitivity to context. Identifiable and distinct.
Articulation	Emphasis on building corners at intersections. Buildings greater than thirty (30) feet wide are divided into smaller increments through variations in materials or through architectural elements.
Alignment	The front façade and main entrance may have slight variations to the zero (0) foot setback (if mixed-use) to enhance building entrances or streetscape elements; i.e. outdoor café seating, entrances. First story is distinct from upper stories, through change in building materials or textures or through sign bands, awnings, arcades, etc.
Building Materials	Brick and stone; other material for accent features only. Rear façade may have concrete masonry units with color treatment.
Color	Reflect the existing and desired context
Fenestration	Minimum of fifty percent (50%) of the first story (street-facing) façade is transparent (if mixed-use). Upper story windows: punched openings, reflective glass discouraged.
Modulation	No blank facades. Variation in treatments. Pedestrian scale. Modulation rhythm through setbacks, façade widths, heights, colors, materials, and architectural features
Height	This may vary between the east and west portions of the site. East: between two (2) and four (4) stories. West: between three (3) and four (4) stories.

Mixed-Income Housing. While market-rate housing is suitable for this development, higher points will be attainable for a project that incorporates affordable residential units.

Commercial Use. Preference for a mixed-use project is one that that incorporates a large commercial tenant, ideally grocery but would consider other users such as restaurant or retail.

Parking. The project must provide sufficient parking to comply with the relevant requirements of City Code 13-1700. Parking must be in the rear yard, underground, or parking structure. **New parking requirements will be considered by the Common Council within the timeline of this RFP.*

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

4. Investment

Provide an analysis of expected increase in tax base generated by this project. Discuss project costs, including acquisition cost. The value of the property is estimated to be \$736,100. Proposals should identify planned sources of financing for the project. Attach proof of funding sources; i.e. loan approvals, financial statements, letters of credit etc.

5. Capacity and Experience

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

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

B. Submittal Requirements

Proposals must be received by the RDA by Friday, September 13, 2019, no later than 4:00 p.m. CDT. Submissions must include one (4) original copies, and one (1) electronic copy (CD, DVD, or flash drive).

Please send proposals to:

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

The staff recommendation along with developer interviews will be presented to the RDA Real Estate subcommittee on Tuesday, October 1, 2019. Final RDA approval will be made at the Tuesday, October 8, 2019 meeting. Both meetings will be held at 1:30 p.m. CDT in Room 604 of City Hall on their respective dates.

III. Selection Process and Criteria

A. Selection Criteria

Proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references. The RDA's intention is to procure the most functionally complete and suitable solution to meet our desires for the site. The total price for the proposed purchase of the site will be considered in the final analysis, but this will not be used as the primary consideration in the selection of the "best" solution. Ultimately, the RDA will award the project to the responsive and responsible developer whose overall proposal offers the best value for the City, as evaluated pursuant to the evaluation criteria as set forth herein. The RDA reserves the right to award in part or whole. Selection will be based on the following criteria. A Vendor's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination based on several criteria.

Selection Criteria (Continued)

FACTOR
ALIGNMENT WITH STRATEGY
makes the City safer makes the City more productive makes the City more accessible makes the City more innovative
DESIGN AND USE
overall form and character density and intensity of structure quality of use types mix of use types integration of mixed-income residential integration of public art
INVESTMENT
scope of work estimated property value at completion estimated hard construction costs total cash offer for all parcels amount of requested public funding proposed sources of financing
CAPACITY AND EXPERIENCE
project team qualifications proposed time to complete proposed time to attain occupancy demonstrated success on similar projects

B. Questions and Comments

All questions shall be submitted in written form to the contact information provided below by Friday, August 30, 2019. Answers will be provided, via the City website (www.greenbaywi.gov), as a part of addenda to the RFP as they become available. Multiple addenda may be released.

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

Email to: kennethro@greenbaywi.gov

C. Selection Process

The developer selection process will involve the following primary steps:

1. *Proposal review*
2. *Staff Recommendation of selected developer*
3. *Developer interviews with RDA Real Estate subcommittee*
4. *Final RDA approval of selected developer*
5. *Finalize / execute Development Agreement*

D. Timeline

Final questions due: Friday, August 30, 2019
Proposals due: Friday, September 13, 2019
RDA subcommittee: Tuesday, October 1, 2019 at 1:30 p.m.
RDA selection: Tuesday, October 8, 2019 at 1:30 p.m.

E. Rules Governing Competitive Evaluation**1. Examination of Request for Proposals**

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

2. Contract Negotiations

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

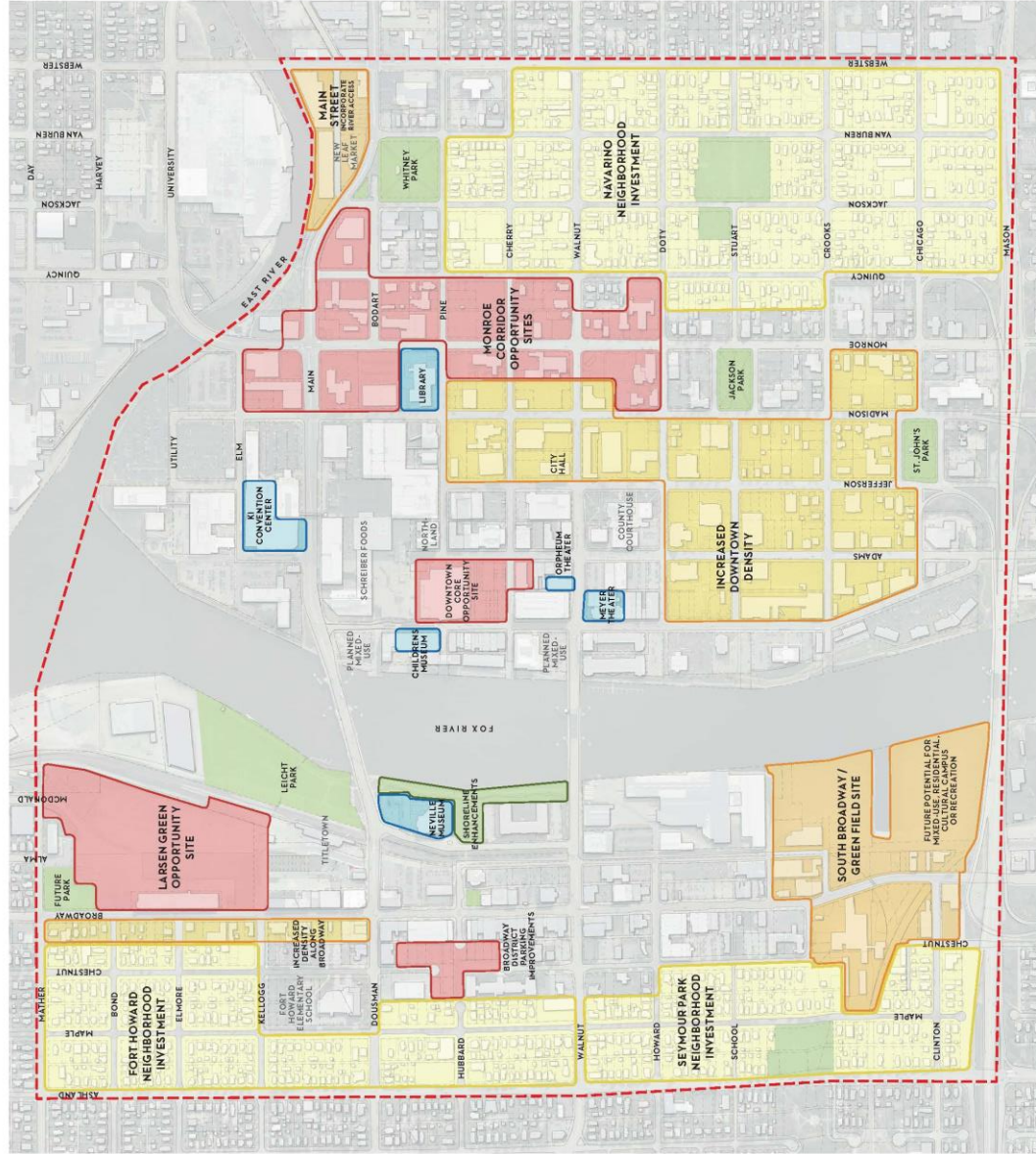
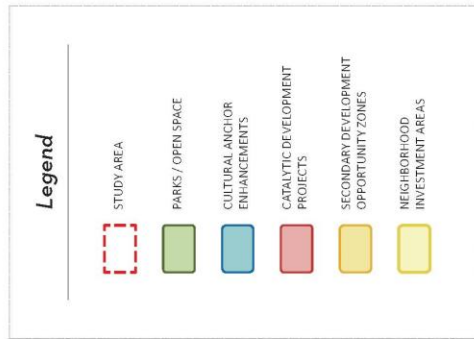
3. Completeness, Addenda, Rejection, Cancellation, Preparation Cost

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

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

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

IV. Appendix



Map 1: Land Use Framework

Monroe Corridor

Monroe Avenue is an important corridor for Green Bay's downtown. As a transportation corridor, it acts as STH 57 and connects USH 172 to the south with STH 54 (Mason Street), STH 29 (Walnut Street) and USH 141 (Main Street). Monroe Avenue carries a significant amount of traffic, close to 10,000 cars a day, and is one of the primary thoroughfares within downtown. As an important corridor, Monroe Avenue has the potential to act as a seam that unites downtown with the Navarino neighborhood. In its current state, however, Monroe Avenue acts more as a barrier, creating an eastern border separating downtown from the Navarino neighborhood. This is mostly due to its physical form and its prioritization of moving vehicular traffic quickly through the area rather than providing destinations within it. Additionally, the large amount of surface parking that is present along the corridor gives the impression that the corridor functions as the edge of downtown, where people park their cars and walk into downtown, rather than being a part of downtown itself.

Investments are currently being made to upgrade Monroe Avenue and this provides the opportunity to redefine and rebrand the corridor. This project can also build on energy created by the new School for Academically Gifted Learners, a magnet school drawing people to the corridor. Through the public engagement process it was expressed that Monroe Avenue should be redeveloped with a mix of uses and well-designed density (see Figure 3: Monroe Corridor Development Concept). The concept for this corridor allows for a range of

uses, including retail, restaurant, office, mixed-use, and residential – all as standalone uses or in mixed-use developments. Community input expressed a desire for Monroe Avenue to look and feel more like downtown with taller buildings and activated first floors that create a pedestrian-friendly environment along the corridor, rather than looking like a suburban corridor comprised of single-story, single use buildings with large setbacks and surface parking lots (see Figures 4 and 5: Monroe Avenue Perspectives).



Retail buildings should be constructed of high quality materials and reinforce a pedestrian-oriented environment.



Townhomes should be used to buffer and transition retail uses along Monroe Street to the single-family neighborhood.

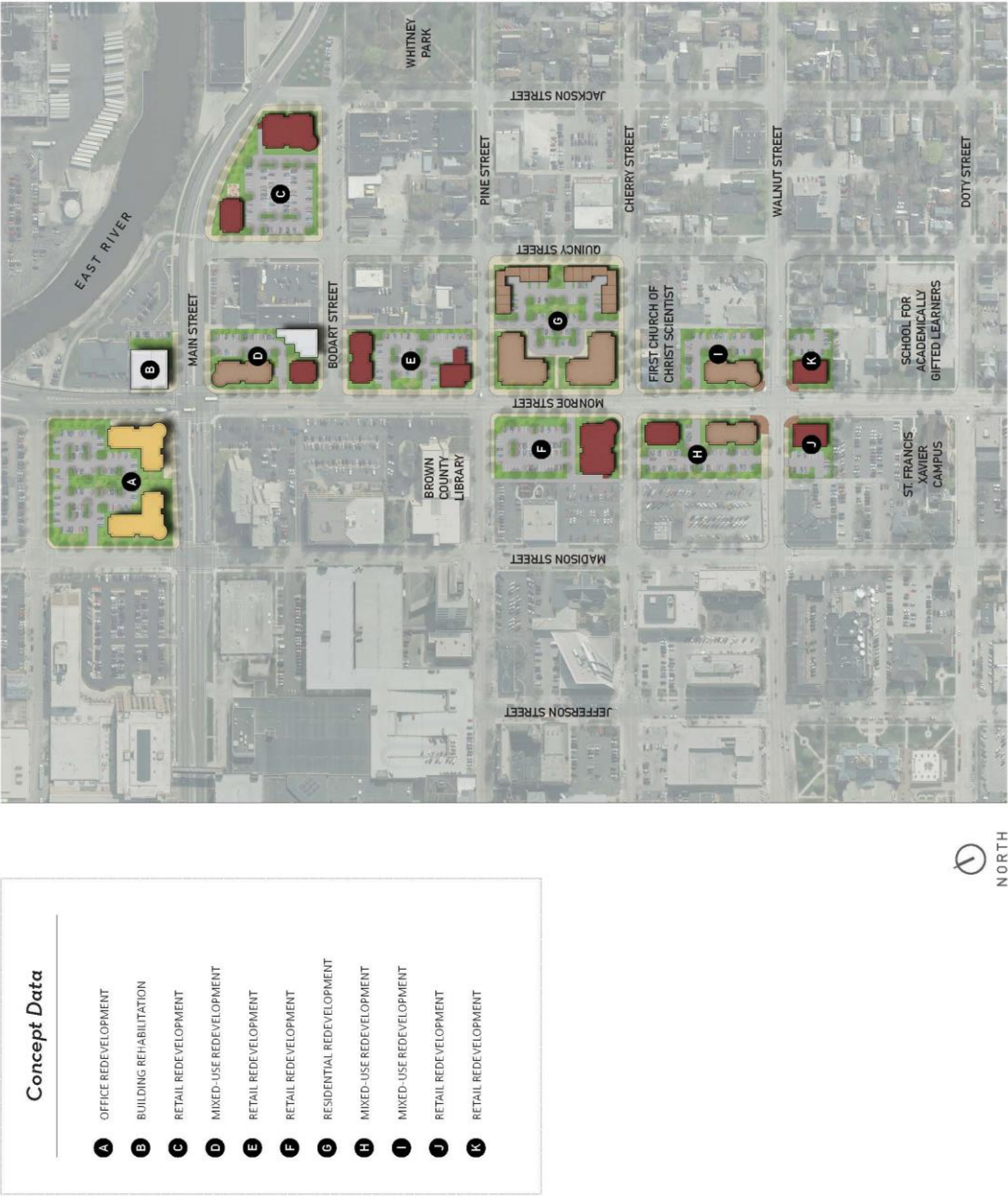


Figure 3: Monroe Corridor Development Concept

**Redevelopment Authority of the
City of Green Bay**
RESPONSE TO REQUESTS FOR PROPOSALS
200 Block N. Monroe Avenue



SEPTEMBER 13, 2019

Contact: Ted Matkom
tmatkom@gormanusa.com

414-617-9997

2. ALIGNMENT WITH STRATEGY

THE PROPOSAL

In response to this RFP, Gorman & Company is proposing a mixed-use, mixed-income development. The commercial component will front Monroe Avenue and is comprised of an approximately 24,000 square foot independent grocery store. The residential component features 80 apartment homes for mixed income individuals and families.

For the grocery component, Gorman is partnering with Maurer's Market, an independent grocer with experience in adapting to the specific needs of the community it serves. Maurer's Market is Wisconsin-based with locations in Janesville, Wisconsin Dells, and Milwaukee. The family-owned company's focus is on smaller, full-service grocery stores that meet the unique needs of residents, workers, and students, with fresh, nutritious and high-quality groceries that are competitively priced and geared toward a diverse clientele. Maurer's Market is focused always on creating the best experience for the customer and surrounding community.

This Proposal aligns with priorities for the downtown Green Bay community, identified in the RFP:

SAFE

The redevelopment of this property will replace the existing surface parking lot with a multi-use mixed income development. The 200 Block of North Monroe Avenue presents an opportunity to provide a catalytic development that will transform the area into one which is more pedestrian friendly. The addition of a grocery store and 80 housing units will activate the currently vacant site and encourage additional pedestrian traffic in the downtown.

PRODUCTIVE

Gorman & Company has 35 years of experience developing, designing, and building affordable housing that include high performance designs and finishes. Examples of our work are included in the Capacity and Experience tab. Our proposed development will have a total development cost of over \$24 million and will generate a significant tax increment for the city. We anticipate that this tax increment, once stabilized, would be approximately \$160,000 per year. In addition to creating construction jobs, we anticipate that our proposed mixed income housing and our partnership with Maurer's Market will provide the area with 10-12 full-time and 30-40 part time permanent jobs once stabilized. Gorman & Company will act as general contractor for the project. Our standard practice is to use local subcontractors whenever possible since we do not self-perform any trades.

ACCESSIBLE

Our proposed development will incorporate the principles of universal design, ensuring that our building caters to the needs of individuals of all ages and abilities. By replacing a parking lot with a mixed use development we are in line with the 2014 AuthenticCity Plan's goal of changing the impression of the Monroe Street Corridor from a place where people park their cars to walk to amenities within downtown Green Bay, to a part of downtown itself. With the addition of a full service independent grocery store to downtown Green Bay we believe our proposal will increase the walkability of downtown. A grocer in this location will attract patrons from both the downtown area and the

neighboring Navarino and Whitney Park neighborhoods. The proposed building is designed to include extensive frontage on Monroe Avenue, which will support the transition of Monroe Avenue to a more pedestrian-oriented district. Our nonprofit partner for the residential component will be Neighborworks, who will provide resident services consistent with their core mission.

INNOVATIVE

A key community benefit of this proposal is the inclusion of Maurer's Market, an independently owned and operated grocery store with an engaged owner that will be able to adapt to the community. Maurer's understands that the grocery store needs to be an integral part of the community. To facilitate this, the northwest corner of our site plan includes an outdoor event space, providing a unique public amenity.

This development will also help to address Green Bay's demand for affordable high-quality housing and amenities for individuals and families in the community. Gorman & Company has extensive experience in designing, constructing, and managing mixed-use, mixed-income developments. Local plans call for a range of real estate types and variety of housing options to accommodate the needs of residents of all income levels and age groups. This proposal aims to accomplish this by providing 80 total housing units, 56 of which are affordable units reserved for individuals and families earning no more than 60% of the County Median Income. That income limit encompasses jobs with the school district, child care providers, restaurants, retailers, warehouses, bank tellers, customer service representatives, and more. A portion of the affordable units will be targeted to low-income veterans and individuals with a disability or special need.

3. DESIGN AND USE

PROJECT DESCRIPTION & SCOPE

This proposal envisions the following:

- 24,000 square foot grocer on Monroe Street
- 80 unit multi-family development with affordable and market rate apartment units, and townhomes on Quincy Street
 - 56 affordable and 24 market rate units
- 70 underground parking stalls for apartment residents
- Surface parking – 85 stalls
 - Grocery customers and employees
 - Apartment guests, employees, and overflow

The anchor of this proposal is an approximately 24,000 SF first floor grocery store, to be operated by Maurer's Market. The overall design and site plan prioritizes the efficiency and long-term operational feasibility of the grocery store. Located alongside the grocery store and fronting Monroe Avenue will be approximately 80 multifamily apartment units including townhomes facing Quincy Street.

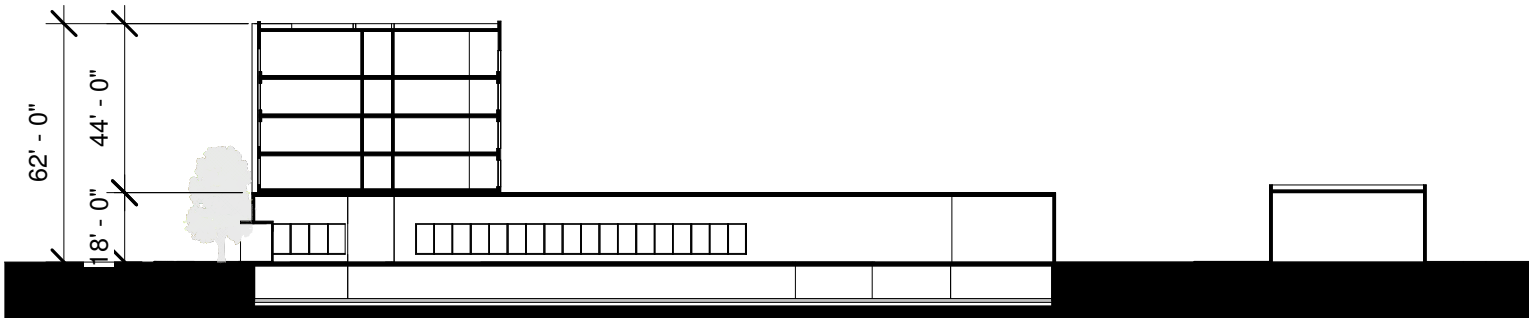
OCCUPANCY

The first floor grocery space will be occupied by Maurer's Market, a Wisconsin-based grocery store with locations in Janesville, Wisconsin Dells, and Milwaukee. The family-owned company's focus is on smaller, full-service grocery stores that meet the unique needs of residents, workers and students, with fresh, nutritious and high-quality groceries that are competitively priced and geared toward a diverse clientele.

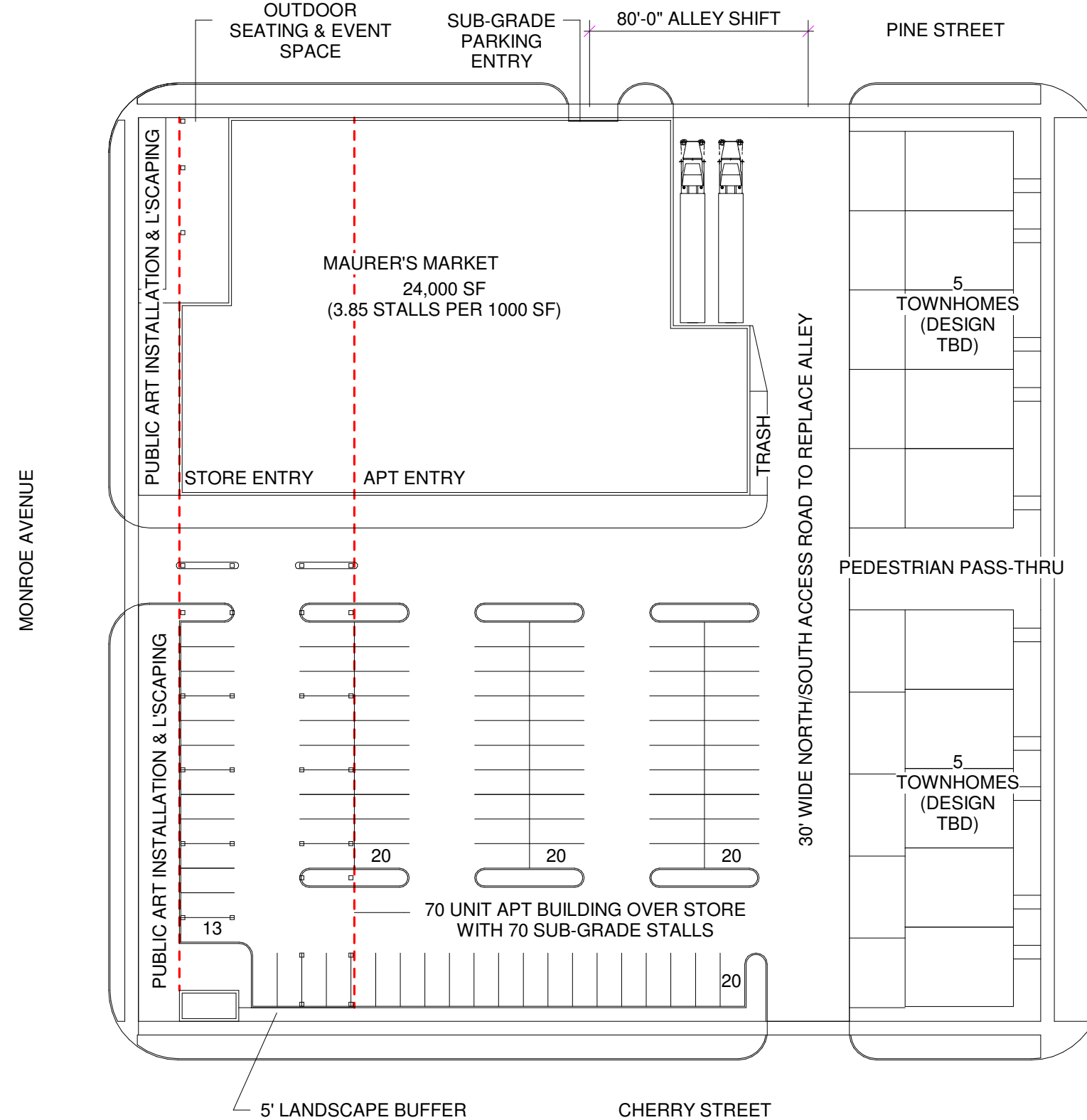
We envision the housing component being financed in part with WHEDA tax credits, and therefore a majority of the units will be reserved for residents who make sixty percent (60%) or less of the County Median Income (CMI); remaining units will be market rate. We believe this would be an excellent site for multi-family affordable housing; residents would be ideally located on the edge of the Downtown district with easy access to nearby amenities such as the library, parks, and schools.

Gorman & Company aims to achieve lease up of all units within a 6-8 month timeframe. Our marketing strategy includes a proactive preleasing strategy alongside an interactive website featuring floors plans and photos; advertising via online rental platforms; and local market outreach to community organizations.

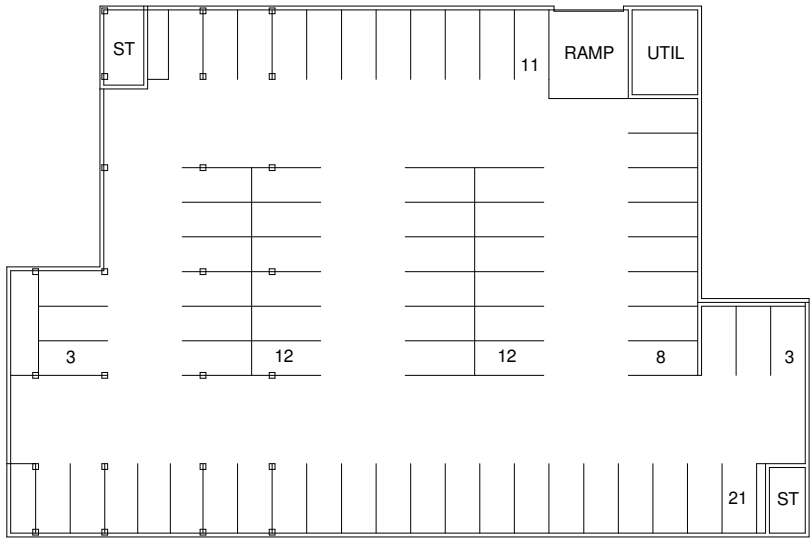
With an estimated construction start of April 2021, we anticipate the project will be placed in service in July 2022. We will begin our preleasing activities January 2022. We project the development will be fully leased up by February of 2023. We foresee no challenges in attracting residents to this project due to the prime location and easy access to amenities, services, and integration with a new grocery store.



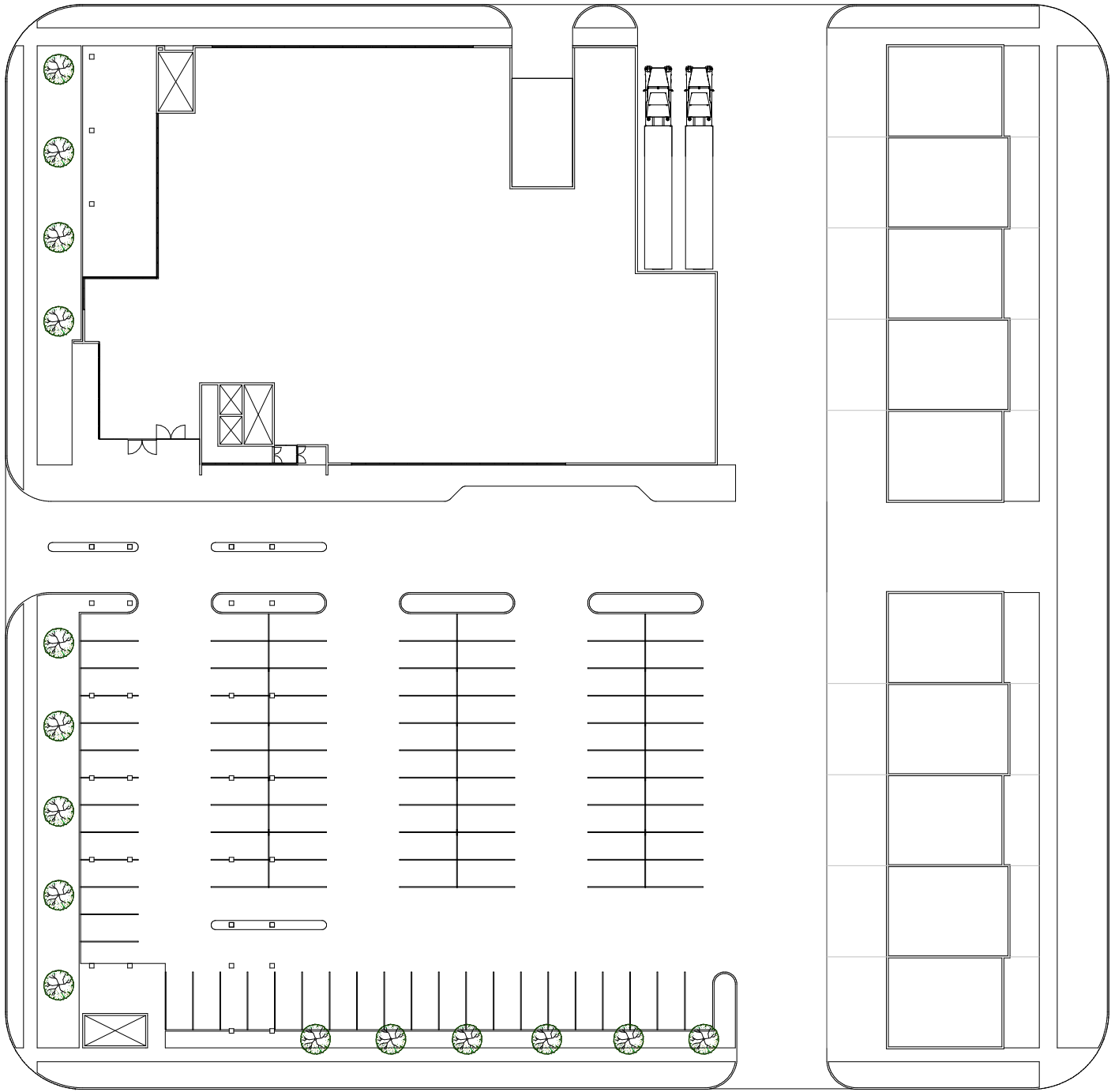
1 Section 1
1" = 50'-0"



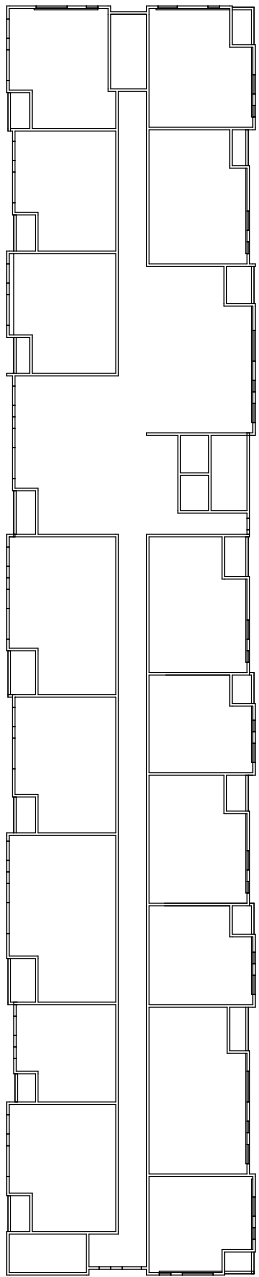
2 SITE PLAN
1" = 50'-0"



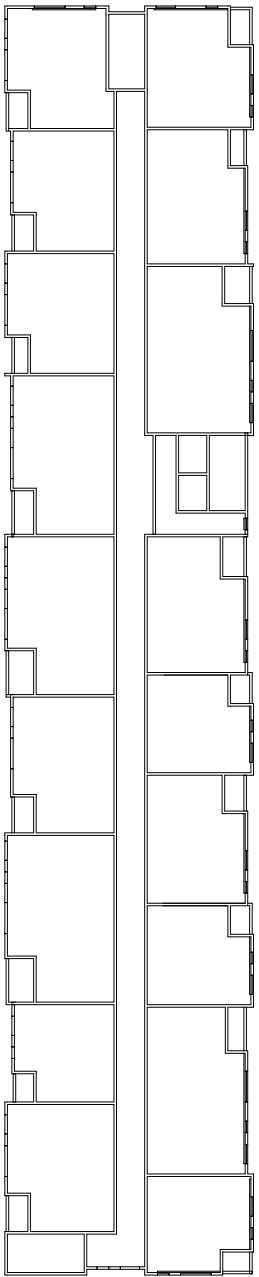
1 UNDERGROUND PARKING
1" = 50'-0"



2 Level 1
1" = 50'-0"

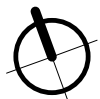


3 Level 2
1" = 50'-0"



4 Level 3-5
1" = 50'-0"





4. INVESTMENT

Based on the included financial summary we expect a total project cost for the housing component of approximately \$18.5 million, which would be financed by a mix of traditional mortgage debt , 9% Low Income Housing Tax Credit Equity, FHLB Chicago AHP funds and deferred developer fee. Our proposed grocery component is estimated to have a total project cost of \$5.6 million financed through a mix of traditional debt, New Market Tax Credits and Tax Increment Financing. Combined, these two components would total over \$24 million and generate approximately \$160,000 in real estate taxes.

SOURCES & USES – RESIDENTIAL COMPONENT

Sources		Uses	
First Mortgage	\$6,270,000	Acquisition	\$1
FHLB AHP	\$840,000	Hard Costs	\$14,000,052
LIHTC	\$10,904,115	Soft Costs	\$4,025,741
Deferred Developer Fee	\$467,440	Reserves	\$455,761
Total	\$18,481,555	Total	\$18,481,555

Please note that we have not requested any financial assistance from the City on the residential component, with the exception of a land cost of \$1.00. We structured the residential component to be competitive within the WHEDA scoring matrix based on the scores of last round's successful applicants. We have enclosed a letter from Walter Dunlop to confirm the First Mortgage amount and terms that are in the proposal.

SOURCES & USES – COMMERCIAL COMPONENT

Sources		Uses	
First Mortgage	\$3,289,353	Land Acquisition	\$1
New Market Tax Credits	\$850,000	Core and Shell	\$3,792,000
TIF	\$800,000	Tenant Improvements	\$1,320,000
Private Equity	\$683,848	Soft Costs	\$511,200
Total	\$5,623,201	Total	\$5,623,201

Please note we have a TIF request within the grocery component of \$800,000 which, along with the New Market Tax Credit Equity, will subsidize construction costs to enable Maurer's Market to operate at a \$10 per square foot rental rate to ensure its long term financial viability at the site. We have confirmed that this tract is New Market Tax Credit eligible.

Public Art: We have reserved 1% of our total development budget to be allocated toward public art and spaces.

WALKER & DUNLOP

142 E. Capitol Drive, Suite 200
Hartland, WI 53029-2104
Direct Dial: 262-912-7075
Fax: (262) 436-2162

Thursday, September 12, 2019

Nicole Solheim
Director of Development
Gorman & Company, LLC
200 W. Main Street
Oregon, WI 53575

Re: Freddie Mac 9% LIHTC Forward – Green Bay RFP

Dear Nicole:

Below is a summary outline of the Freddie Mac terms that Walker & Dunlop expects to provide for the permanent financing for the housing component of your proposed mixed-use development in Green Bay, Wisconsin. Please note that the terms below are as of the date of this proposal and are subject to change at any time with fluctuations in the capital markets.

Loan Amount:	\$6,270,000
Fixed Rate Term:	15 years
Amortization:	35 years
Forward Term:	18 months
Rate:	4.35%. Calculated with a 10-year US Treasury (currently 1.78%) and an estimated spread of 280 bps.
Loan to Value:	85%
DCR:	1.15x based on a 35-year amortization
Required Escrows/Reserves:	Tax and insurance escrows, and a monthly replacement reserve.
Recourse:	Non-recourse with standard industry carve-outs for fraud and environmental.
Carve-Out Guarantor:	Applicable Gorman & Company Entity
Assumability:	One (1) time for a fee of 1%
Prepayment:	Yield Maintenance
Financing Fee:	1% of the Loan Amount
Third Party Reports:	Appraisal, Phase I, Property Condition, Survey, and Zoning Report
Funding:	On or about September 30, 2022

jnelson@walkerdunlop.com

Gorman & Company

Project & Feasibility Summary: Housing

Project Name <u>Downtown Green Bay Apartments</u>	Developer: <u>Gorman & Company</u>	Date: <u>9/13/2019</u>
Address <u>200 N. Monroe</u>	Development Stage: <u>Initial Feasibility Model</u>	
City <u>Green Bay</u>	County <u>Brown</u>	State <u>Wisconsin</u>
Occupancy: <u>Family</u>	Development Type <u>New Construction</u>	Building Type: <u>Multi-story Elevator</u>
Project Type <u>LIHTC only</u>	LIHTC Type <u>9%</u>	Located in QCT or otherwise eligible for basis boost: <u>Yes</u>
Additional Project Information (assumption, description, notes, or version details)		

Unit Mix, Rent, & Building Summary

Unit Mix Summary					Building Area Summary		Sq. Ft.
Residential	# Units	%	Sq. Ft.	%			
LIHTC/Affordable	56	70.0%	55,875	69.1%	Total Residential Living Area		80,875
Market Rate	24	30.0%	25,000	30.9%	Common Space (community room, offices, hallways)		13,749
Total Residential	80		80,875		Net Residential Area		94,624
					Structured Parking		
LIHTC Applicable Fraction		69.1%			Gross Floor Area (SF):		94,624

Other Income

Type	Monthly	Annual
Misc Fees - Application, Pet, etc.	\$1,010	\$12,120
Parking \$50 per space	\$4,000	\$48,000

Summary by AMI

AMI	Units	%
30%	16	29%
40%		
50%	32	57%
60%	8	14%
	56	100%

LIHTC/Affordable Units

# Bed room(s)	Description (optional)	Set Aside	# Units	Area (Sq. Ft.)	Utility Allowance	Net Rent	Monthly Rent
1		30%	4	600	\$88	\$372	\$1,488
1		50%	5	600	\$88	\$640	\$3,200
1		60%	2	600	\$88	\$785	\$1,570
2		30%	8	950	\$101	\$451	\$3,608
2		50%	14	950	\$101	\$775	\$10,850
2		60%	2	950	\$101	\$950	\$1,900
3		30%	4	1,225	\$115	\$523	\$2,092

Gross Rent	Sec 42 Limit	% of Limit
\$460	\$460	100.0%
\$728	\$767	94.9%
\$873	\$921	94.8%
\$552	\$552	100.0%
\$876	\$921	95.1%
\$1,051	\$1,105	95.1%
\$638	\$638	100.0%

Market Rate Units

# Bed room(s)	Description (optional)	Set Aside	# Units	Area (Sq. Ft.)	Utility Allowance	Net Rent	Monthly Rent
1			3	600		\$1,095	\$3,285
2			11	950		\$1,245	\$13,695
3			8	1,225		\$1,395	\$11,160
4			2	1,475		\$1,595	\$3,190
			24				\$31,330

Gorman & Company

Project & Feasibility Summary: Housing

Net Operating Income, DCR, Cash Flow, & Operating Expenses					
Net Operating Income, DCR, Cash Flow			Monthly	Annual	
Gross Rental Income			\$72,403	\$868,836	
Other Income			\$5,010	\$60,120	
Total Gross Income			\$77,413	\$928,956	
Less Residential Vacancy	7.0%			(\$60,819)	
Less Other Vacancy	7.0%			(\$4,208)	
Effective Gross Income				\$863,929	
Operating Expenses				\$462,400	
Net Operating Income				\$401,529	
Total Annual Hard Debt Service				\$349,121	
Debt Service Coverage (DCR) - Year 1				1.150	
Cash Flow				\$52,408	
Operating Expenses			Annual	Per Unit	
Operating Expenses			\$354,000	\$4,425	
Real Estate Taxes			\$84,400	\$1,055	
Subtotal			\$438,400	\$5,480	
Replacement Reserves			\$24,000	\$300	
Total			\$462,400	\$5,780	
LIHTC & PERMANENT DEBT DETAIL					
Tax Credit Equity					
Credit Type	Annual Credit	Years	Pricing	Owner %	Total Equity
LIHTC	\$1,225,304	X 10	X \$0.890	X 99.99%	= \$10,904,115
Permanent Debt Information					
Source	Amount	Interest	Term	Amort	Annual Pmt
First Mortgage	\$6,270,000	4.35%	15	35	\$349,121
AHP	\$840,000		15	40	
Deferred Developer Fee	\$467,440				

Gorman & Company

Project & Feasibility Summary: Housing

SOURCES & USES SUMMARY

SOURCES	FINANCING	PER UNIT	%
First Mortgage	\$6,270,000	\$78,375	33.9%
AHP	\$840,000	\$10,500	4.5%
Deferred Developer Fee	\$467,440	\$5,843	2.5%
LIHTC Equity	\$10,904,115	\$136,301	59.0%
Total	\$18,481,555	\$231,019	100.0%

USES	COST	PER UNIT	%
Acquisition (land + building)	\$1	\$0	0.0%
Hard Construction Costs	\$14,000,052	\$175,001	75.8%
Soft Costs	\$4,025,741	\$50,322	21.8%
Reserves	\$455,761	\$5,697	2.5%
Total	\$18,481,555	\$231,019	100%

Gap Analysis	TOTAL
Total Sources of Funds	\$18,481,555
Total Development Costs	\$18,481,555
Oversourced / (Undersourced)	

Gorman & Company

Grocery Component

Green Bay, Wisconsin

9/13/2019

Grocery Assumptions

Total Square Feet	24,000
Net Leasable Square Feet	24,000

Development Cost Assumptions (PSF)

Assumed

Core & Shell Construction	\$158	PSF
Tenant Improvements (TI)	\$55	PSF
Soft Costs (25%)	\$21	PSF

Rent (PSF)

Other Commercial/Retail Space	\$0	PSF
Grocery NNN (\$/SF)	\$10	PSF

Sources & Uses

Sources

First Mortgage	\$3,289,353
New Market Tax Credit Equity	\$850,000
TIF	\$800,000
Private Equity	\$683,848
Total Sources	\$5,623,201

Uses

Core and Shell	\$3,792,000
Tenant Improvements	\$1,320,000
Soft Costs	\$511,200
Other	\$0
Reserves	\$0
Land Acquisition	\$1
Total Uses	\$5,623,201

Financing Gap/Surplus	\$0
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Grocery Income & Expenses

Commercial Rent

	<u>Income</u>	<u>Per mo.</u>
Commercial Space Rent	\$0	-
NNN - Grocery	\$240,000	\$20,000
Retail Space	\$0	-
Reserved	\$0	-
TOTAL	\$240,000	20,000

Commercial Vacancy	0%
	\$0

Effective Commercial Income	\$240,000
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Operating Expenses	(52,000)
Management Fee	0
Real Estate Taxes	(80,000)
Total Operating Expenses	(\$132,000)

Tenant Reimbursement	\$132,000
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Net Commercial Income	\$240,000
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Permanent Commercial Debt

Lender	TBD
Amount	\$3,289,353
Amortization	30
Interest Rate	4.50%
Monthly Debt Service	\$16,667
Annual Debt Service	\$200,000
DCR	1.200

Gorman & Company

Grocery Component

Green Bay, Wisconsin

9/13/2019

Grocery 10-Year Cash Flow Pro Forma

Year	1	2	3	4	5	6	7	8	9	10
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Grocery Income - Triple Net (NNN)*	\$10	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$264,000	\$264,000	\$264,000	\$264,000
Less Vacancies	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Gross Income (EGI)		\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$264,000	\$264,000	\$264,000	\$264,000
Operating Expenses	3%	(\$52,000)	(\$53,560)	(\$55,167)	(\$56,822)	(\$58,527)	(\$60,283)	(\$62,091)	(\$63,954)	(\$65,873)
Management Fee	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes		(\$80,000)	(\$80,000)	(\$80,000)	(\$80,000)	(\$80,000)	(\$88,000)	(\$88,000)	(\$88,000)	(\$88,000)
Total Operating Expenses		(\$132,000)	(\$133,560)	(\$135,167)	(\$136,822)	(\$138,527)	(\$148,283)	(\$150,091)	(\$151,954)	(\$155,849)
Grocery Tenant Reimbursement		\$132,000	\$133,560	\$135,167	\$136,822	\$138,527	\$148,283	\$150,091	\$151,954	\$155,849
Grocery Net Operating Income (NOI)		\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$264,000	\$264,000	\$264,000	\$264,000
First Mortgage Debt Service		(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)
Other Debt Service		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total must-pay debt		(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)	(\$200,000)
Debt Coverage Ratio - (DCR)		1.20	1.20	1.20	1.20	1.20	1.32	1.32	1.32	1.32
Cash Flow		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$64,000	\$64,000	\$64,000	\$64,000

*Rent is flat in years 1-5, then increases by 10% in year 6 and held flat until year 10; however, this assumption is subject to lease negotiation with grocer.

5. CAPACITY AND EXPERIENCE

PROCESS/TIMELINE

Due to timing of this RFP response, award of the RFP, and City approvals for zoning, we anticipate the following timeline:

Date	Task
September 13, 2019	RFP Response Submitted
October 1, 2019	Staff Recommendation, Developer Interviews
October 8, 2019	RDA Approval
Fall/Winter 2019-2020	Finalize Development Agreement, building plans, financing partners, commence due diligence
December 2019	Submit 2019 WHEDA LIHTC Application
April 2020	LIHTC Award Announcement
April 2021	Financial Closing and Construction Begins
July 2022	Construction Completion
February 2023	Lease Up

DEVELOPMENT TEAM

MAURER'S MARKET is a Wisconsin-based grocery store with locations in Janesville, Wisconsin Dells, and Milwaukee. The family-owned company's focus is on smaller, full-service grocery stores that meet the unique needs of residents, workers and students, with fresh, nutritious and high-quality groceries that are competitively priced and geared toward a diverse clientele.

Kristie Maurer serves as Vice President of Maurer's Market. Kristie understands that this critical redevelopment can be a viable part of the community and the market study research she has done supports that notion. The building site needs to be thoughtful and the retailer needs to be prepared to take a multi-step approach to retailing. The grocery store needs to be part of the community, and help solve the food needs of the community.

After completing her MBA in 2010, Kristie moved to Madison to work at Fresh Madison Market. At Fresh Madison Market she had many different roles and eventually became Store Director for several years. Under her supervision, Fresh Madison Market was involved in a number of community organizations including: Family Business Center, DMI, Gilda's Club, Boys & Girls Club, March of Dimes and Gio's Garden. Fresh Madison Market was recently sold and is no longer a part of the Maurer's Market portfolio.

Maurer's Market currently has three stores in Wisconsin Dells, Janesville and Milwaukee. The Wisconsin Dells and Janesville stores are 25,000 to 35,000 square feet and are positioned to be more traditional. The consumer in this market is much more price conscious. The demand for fresh

perishable items is high, yet the sensitivity to price is at a premium. Maurer's Market has to balance being a fresh food destination as well as keeping the "center store" grocery items as low priced as possible. Kristie also has extensive experience in owning and managing urban grocery stores. The newly opened Maurer's Urban Market, located in downtown Milwaukee, as well as her time at Fresh Madison Market, gives Kristie the necessary experience in the urban food retailing market. Having a grocery store in a downtown market is different than the suburbs or rural areas and a retailer has to be aware of factors like walking, biking, home bound trips, and bus routes.

Maurer's Market is focused always on creating the best experience for the customer and surrounding community. It's important to have an atmosphere that makes the store easy to shop. At Maurer's, the "experience" of being in the store is a priority.

Independent is best

Independent Grocers have long held a strong presence in Wisconsin. At Maurer's Market, we believe this site needs an independent grocer who is actively involved in the business and community. An engaged owner will be able to easily adapt to the community needs and the constantly changing urban footprint. Each store needs to have its own autonomy and personality. The store in this market would have its own reflections of the community and area it represents. This store needs a retailer that is willing to be creative, challenge the preconceived notions and represent the community that it supports.

MEHMERT STORE SERVICES specializes in architecture and design for supermarkets. The firm is based out of Pewaukee and will serve as architect for the grocery store component this proposal.

NEIGHBORWORKS GREEN BAY (trade name of Neighborhood Housing Services of Green Bay, Inc.) is a nonprofit community development corporation serving the Greater Green Bay Area since 1982. The resident-led nonprofit has helped 3,332 families become homeowners and has built or renovated 406 homes and apartments. The agency has developed LIHTC Projects and is experienced with multiple forms of public and private project financing and related compliance. NeighborWorks Green Bay is an effective partner in addressing housing and community development challenges leveraging modest resources into \$441.9 million of investment throughout the Greater Green Bay Area. NeighborWorks Green Bay's leadership team has decades of construction and finance experience in for-profit and non-profit enterprises.

GORMAN & COMPANY, LLC will serve as primary developer for the development. Gorman has been in business since 1984 and brings a fully integrated company that includes development, construction, architectural, and property/asset management experience. In our 35 years in business, Gorman has been awarded tax credits from the Wisconsin Housing and Economic Development Authority (WHEDA) for over 30 affordable housing projects within the state. This experience will be critical in this proposed mixed-use development. Gorman General Contractors, LLC will serve as General Contractor and Gorman & Company will also serve as Master Architect on both components of the development. The company believes that the best way to ensure high quality, sustainable developments is to build our projects with our own construction company and our own architects. With accountability of design, construction, and long term management within the Gorman umbrella, it provides a greater attention to detail and we are better able to support each phase of the development.

GORMAN & COMPANY

Edward (Ted) Matkom – Wisconsin Market President

Ted Matkom has held the role of Wisconsin Market President over the past ten years with Gorman & Company and has also served as General Counsel. Ted has a wealth of experience in developing both residential and commercial real estate developments. Ted served five years on the board of directors for Menomonee Valley Partners, the non-profit development entity designated to revitalize Milwaukee's Menomonee Valley industrial park. Ted has been President of The Corridor, Inc., a nonprofit organization that has been charged with helping to redevelop the "30th Street Corridor" in the heart of Milwaukee for the past seven years. He has also been appointed for the past five years to the Board of Directors for the Milwaukee Area Workforce Investment Board, Inc. Ted has a Bachelor of Arts in International Relations and Political Science from the University of Wisconsin-Madison, and a Doctorate of Law from Marquette University.



During his time with Gorman Ted has directly developed over 1,300 apartments totaling more than \$200M. In addition, Ted Matkom has secured more competitive low income housing tax credits in the State of Wisconsin than any other developer over the past seven years. He created the Milwaukee Builds training program with Northcott Neighborhood House that we use with our Northside Housing Initiative Project.

As the Wisconsin Market President Ted leads a full team that includes development, design, construction, property management and asset management. He is responsible to a project from inception through the full compliance period.

Brian Swanton – President/CEO



Brian Swanton serves as President and Chief Executive Officer for Gorman & Company, having previously served as Gorman & Company's Arizona Market President. During his tenure as Arizona Market President, Mr. Swanton led a multi-disciplinary team that developed, designed and constructed RAD redevelopments for both the Maricopa County Housing Authority and the City of Phoenix. Prior to joining Gorman, Mr. Swanton held various leadership positions in the non-profit sector, where he directed the preservation and construction of over 2,300 units of housing in 29 residential communities across Arizona and successfully refinanced and/or repositioned 1,702 units of existing affordable housing. Mr. Swanton also spent eight years of his career in the public sector, having served as the Housing Development Manager for the City of Scottsdale, as well as other positions in housing and community development with the City of Glendale, AZ, the Arizona Department of Housing, and the City of Quincy, MA.

Mr. Swanton holds a Master of Public Administration and a Bachelor of Science in Urban Planning, both from Arizona State University where he has taught graduate and undergraduate courses in housing finance and neighborhood revitalization. Brian is also certified as a Housing Development Finance Professional by the National Development Council. Brian is the past Chairman of the Board of Directors

for the Arizona Housing Alliance, Arizona's only statewide affordable housing advocacy organization, guiding that organization through a merger with the Arizona Coalition to End Homelessness in 2017. Brian continues to serve on the Board of the newly merged organization, the Arizona Housing Coalition.

Tom Capp – Chief Strategy Officer



Tom Capp has directed Gorman & Company's real estate development since 1994. Tom has led Gorman & Company's focus on PHA Partnerships and championed RAD as a primary tool. Under his direction, the company has focused on urban revitalization, mixed-income housing, historic preservation and the preservation of affordable housing.

Prior to joining Gorman & Company, Mr. Capp was a Senior Associate at Camiros, Inc., an urban planning firm based in Chicago. Mr. Capp is a former public official having served as mayor of Fitchburg, Wisconsin, where he also served as chairman of the city's Planning Commission and chairman of its Economic Development Commission. As executive assistant to Dane County Executive Rick Phelps from 1993-1994, he directed land use and development policy for Dane County (Madison, Wisconsin and surrounding areas).

Mr. Capp has a degree in Economics and Political Science from the University of Illinois at Champaign-Urbana. Tom has served on many industry boards and commissions. He currently serves on the Board of Directors of the National Housing and Rehabilitation Association. In 2007 he was appointed by the White House as a Panel Expert for the Preserve America Summit, an initiative created by executive order to modernize our nation's approaches to historic preservation. He is a frequent speaker and presenter at conferences sponsored by state housing authorities, planning associations, and housing industry groups such as NCSHA, NH&RA, and IPED.

Ron Swiggum – Director of Construction



Ron has over 20 years of experience in project management, encompassing cross-functional projects, price/cost management, budgetary and competitive estimating, coordination of design professionals, space planning, life cycle costing, contract administration, development and training of personnel, strategic business planning, risk management, proformas, staff leadership, P&L oversight, and customer relations. Ron recently directed construction for the largest "Green Communities" Public Housing Authority development to date east of the Mississippi River and is currently overseeing construction GC for an innovative "workforce housing" development in Monroe County, Florida (Florida Keys). Ron also served as Construction Project Manager for award winning Gorman & Company affordable housing development in Glendale, AZ. Ron has led the construction efforts and compliance for all

of our past work with Housing Authorities around the country.

Nicole Solheim – Director of Development



Nicole Solheim serves as Director of Development for Gorman & Company in the Wisconsin Market. Ms. Solheim works with the WI Market President to identify potential projects, secure funding and entitlements, coordinate real estate closings, and track projects from inception through completion. Previous to her employment with Gorman & Company, Ms. Solheim worked for a commercial real estate development firm and for an economic development nonprofit organization in Madison, Wisconsin. Ms. Solheim has a BBA in Real Estate and Urban Land Economics and a Master's Degree in Urban and Regional Planning from the University of Wisconsin-Madison.

Jin Park-Higbee – Development Coordinator



Jin Park-Higbee serves as Development Coordinator for Gorman & Company in the Illinois and Wisconsin Markets. Previous to her employment with Gorman & Company, Ms. Park-Higbee worked for a regional economic development organization in Madison, Wisconsin. Ms. Park-Higbee has a BA in International Relations from Boston University, and a Master's Degree in Urban Planning.

Duane Buscher – Financial Analyst

Duane Buscher serves as Financial Analyst for Gorman & Company, focusing primarily on underwriting Low-Income Housing Tax Credit projects. Mr. Buscher works closely with the Market Presidents and Construction Accounting team at all stages of the development process to evaluate project feasibility and conduct proforma analysis. Mr. Buscher joined the team at Gorman & Company in September 2014, having most recently worked in a similar role as an Underwriter for the Missouri Housing Development Commission. Mr. Buscher has a BA in Psychology and a Master's Degree in Urban Planning from the University of Kansas.

FINANCIAL CAPACITY

While Gorman & Company has earned a national reputation as an innovative developer, perhaps our greatest value in a partnership comes from our financial acumen, financial strength, and our unique access to the capital markets. Gorman & Company typically serves as the sole guarantor in all of our development partnerships. While we are open to different models and approaches, we are perfectly willing and able to offer our full guarantee for any project we undertake. Gorman & Company closely monitors its net worth and liquidity to ensure that we meet all financial performance benchmarks of our lenders and investors. Our financials have been reviewed and approved by nearly all of the largest lenders and investors across the United States, including, but not limited to, BMO Harris, US Bank, CitiBank, Associated Bank, and Chase Bank.

LEASING AND MANAGEMENT EXPERIENCE

Gorman & Company's property management division has earned high marks from local communities and state agencies for its professional criteria in resident selection, as well as its capacity to work with complicated compliance issues. In Wisconsin alone, Gorman manages over 30 LIHTC properties encompassing over 2,400 units. Controlling our management company within the Gorman & Company umbrella allows us to customize our tenant selection criteria to our specific target population while conforming to investor and Section 42 compliance regulations. It is particularly valuable to have our property management team involved in development of a property from the very beginning. They offer insight on design and programming which helps to ensure the development operates efficiently for the long-term.

Laura Narduzzi | Vice President of Operations



Laura received her degree in Hotel and Restaurant Management from the University of Wisconsin – Stout in 1989. She began her hotel career with The North Central Group, a hotel management and development company. She held various positions in her 20-year tenure with that company including the Vice President of Operations. In that role, she was responsible for a \$90 million highly reputable hotel portfolio of Hilton and Marriott brands, which received several brand awards. She joined Gorman & Company in 2009 and now is the Director of Property Management.

Laura directly oversees the operations of Gorman & Company's management division as well as supervises several corporate functions including Human Resources, Facilities, Marketing, Training and Compliance. She works closely with the third party management companies insuring Gorman & Company's standards are synonymous across all markets. Laura works closely with Development, Design and Construction in the development process to ensure strong viability and long-term sustainability.

Dan Clark | Director of Property Management



Dan Clark is responsible for Gorman's management division. His primary focuses is on meeting operational objectives to drive positive business results of multifamily and commercial real estate within the company's portfolio. In his role, working with external and internal partners, his responsibilities include multi-state oversight of in-house and third party management companies, financial/ capital planning, and market strategies. Mr. Clark joined Gorman & Company in 2017, previously serving as Senior Regional Portfolio Manager at The ConAm Group of Companies where he was responsible for Southern California's regional operations and investment performance of affordable and market-rate housing developments. He brings over 25 years of real estate asset management, property management and facilities management experience on high density, mixed use and urban infill projects.

Kyle Culotta | Director of Asset Management



Kyle joined Gorman & Company in 2018 as the Director of Asset Management. In his role he is responsible for developing and maintaining strategic asset management, financial management and risk management activities for the company's portfolio. In his role, he oversees portfolio performance, stakeholder reporting, and insurance administration. Working with external and internal partners, his responsibilities include multi-state oversight of third party management companies, capital planning, and refinancing/disposition of assets. Prior to joining Gorman, Mr. Culotta most recently worked at WHEDA, where he was responsible for overseeing the Authority's Tax Exempt Bond Portfolio. He has over 10 years of experience in asset management, valuation, development, acquisition/disposition and the aggregation and deployment of capital for high density multifamily, office, hotel and retail properties. Mr. Culotta received his bachelor's degree in Economics as well as his MBA with an emphasis in Commercial Real Estate Finance from the University of Colorado's Leeds School of Business

PROJECT EXAMPLES

MAURER'S MARKET - WISCONSIN DELLS & JANESVILLE, WI

Maurer's Market opened a 20,000 SF store in 2016 in Wisconsin Dells, and in 2018 opened a new 28,000 SF location in Janesville, in a former Sentry. Both locations focus on catering to the local community's needs and providing fresh, affordable, products.

MAURER'S URBAN MARKET - 777 N. VAN BUREN STREET MILWAUKEE, WI

Maurer's Urban Market is a full-service supermarket emphasizing fresh, responsibly sourced products and serving residents, workers and businesses in downtown's East Town neighborhood. It is located on the ground floor of Northwestern Mutual's new 7SEVENTY7 apartment tower. The 10,500-square-foot supermarket, offers a full grocery selection, with the freshest produce, a wide selection of meats and seafood, an in-house bakery, a fresh deli and sushi bar, a large dairy and cheese assortment, frozen foods and other snacks and staples. Urban Market also features chef-prepared meals, including grab-and-go and ready-to-heat options. The store has in-store and outside patio seating, plentiful and convenient free parking, catering services and online ordering for pick-up and delivery.



PROJECT EXAMPLES

Developments closed by Gorman & Company from 2016-2018 in Wisconsin. For a review of our full portfolio please visit www.gormanusa.com.

CARBON AT UNION CORNERS



Address:	2418 & 2518 Winnebago St, Madison WI
Type:	4-story new construction; Mixed-use; Family
Unit Mix:	90 units: 76 affordable, 14 market rate
LIHTC:	2015 WHEDA 9% Award - \$850,000 credit
Construction Start:	April 2016
Completion:	Sept 2017

Carbon at Union Corners is an integral part of the overall Union Corners master development. Other phases on the site include a UW Health clinic, neighborhood retail, intergenerational housing targeted to grandfamilies, and market rate apartments. The 90-unit development is part of a mixed-use residential and neighborhood retail complex that includes two buildings connected by a pedestrian plaza, 19,000 SF of ground floor retail space, 76 affordable and 14 market-rate units, and 93 underground parking stalls. First floor tenants include a brewpub and office user. Amenities at Carbon include a community room, fitness room, on-site management, and a meeting room for neighborhood groups/meetings.

The master development planning and design process for Union Corners has included significant input from the community, neighborhood associations, and stakeholders. A large pedestrian plaza extends through the entire site, designed for neighborhood gatherings, farmers markets, and pedestrian connectivity. Several bike paths weave through the site and connect to Madison's bicycle network.

ELEVEN41 MAIN



Address: 1141 W. Main St, Sun Prairie
Type: New construction; family
Unit Mix: 64 units, 55 affordable (30-60% AMI), 9 market rate
(21) One-BR, (31) Two-BR, (12) Three-BR
LIHTC: 2018 WHEDA 9% Award - \$804,454 credit
Construction Start: Jan 2019
Completion: April 2020

Eleven41 Main is a new construction development consisting of a mix of affordable and market-rate units for families. The project will include 64 units total within a three- and four-story building. Amenities include underground parking, community room, and fitness center. The development is located within the Main Street Corridor of Sun Prairie, a community that has historically been one of the fastest growing communities in Dane County and the state. Sun Prairie has a strong record of economic development and growth, leading to increased demand for quality workforce housing for employees. Eleven41 Main is a partnership with the Dane County Housing Authority, who is a Co-Developer. The project includes units targeted to Veterans and residents with disabilities.

GENERATIONS AT UNION CORNERS



Address: 2507 Winnebago St, Madison WI
Type: 3-story new construction; family and senior
Unit Mix: 60 units: 56 affordable, 4 market rate
(37) Two-BR, (23) Three-BR
LIHTC: 2017 & 2018 WHEDA 9% Award - \$891,863 credit
Construction Start: Sept 2018
Completion: Dec 2019

Generations at Union Corners is a new construction development consisting of a mix of affordable and market-rate units for families. Specifically, this development will target grandfamilies (grandparents raising grandchildren) and kinship families (family members raising other family members' children). The project will include 60 units total between two buildings, both three stories in height. The buildings will have access to underground parking with apartments above as well as a community room, supportive service office and programming space, and fitness center. Outdoor space will include a large pedestrian plaza, playground, open green space, and community gardens. The project is the third phase on the Union Corners site; previous phases include the UW Health Clinic and Carbon, a 90-unit, multi-family, mixed-income development.

Generations at UC features a partnership with Lutheran Social Services (LSS) to provide on-site supportive services. LSS also has an ownership interest in the development and is a long-term stakeholder. Space on the first floor has been designed to accommodate their office and services on-site. Gorman and LSS are working with Dane County Kinship Care, among other service groups, to lease units to kinship families in the community.

VALOR ON WASHINGTON



Address: 1326 E. Washington Avenue, Madison, WI
Type: Multi-story new construction; veterans and family
Unit Mix: 59 units: 50 affordable, 9 market rate
(35) Two-BR, (24) Three-BR
LIHTC: 2019 WHEDA 9% Award - \$1,023,714 Credit
Construction Start: December 2019
Completion: Summer 2021

Valor on Washington project is a new construction development consisting of a mix of affordable and market-rate units for families. Specifically, this development will target veteran families and includes a partnership with Dryhooch to provide Veteran services. Dryhooch is a nonprofit organization, formed with the mission of creating safe, comfortable places where Veterans can gather informally in a drug- and alcohol-free environment. Dryhooch will be located on the first floor and will provide a variety of veteran services and support on-site for both residents and non-residents at Valor on Washington.

Valor is located on an urban infill site in downtown Madison and is in close proximity to schools, parks, grocery store, and bus service. Valor received a 2019 WHEDA 9% tax credit award and has secured gap financing from Dane County, City of Madison, FHLB AHP, and the Dane Co Housing Authority.

WASHINGTON PARK TOWNHOMES



Address: 1542 N. 32nd Street, Milwaukee, WI
Type: New construction townhomes; family
Unit Mix: 40 units; (26) Two-BR, (14) Three-BR
LIHTC: 2016 WHEDA 9% Award - \$515,502 Credit
Construction Start: October 2017
Completion: October 2018

Washington Park Townhomes (WPTH) represents an additional development in Gorman & Company, Inc.'s "Northside Housing Initiative", which has proven to help stabilize and revitalize housing stock and neighborhoods on Milwaukee's Northside. WPTH will include 40 newly-constructed two- and three-bedroom townhome units with a centrally located community center on the site. WPTH will be a catalyst to the neighborhoods around the 30th Street Corridor. The site is within a priority investment area as designated by the City of Milwaukee and has also been a targeted investment area through the Transform Milwaukee Initiative by the State of Wisconsin. The WPTH project is a key component of the Washington Park Comprehensive Plan, Strong Neighborhood Investment Plan, and Transform Milwaukee. This project is clearly an integral part of an overall redevelopment strategy for the surrounding community. Amenities include a community room, leasing office, and green space.



T. Wall Enterprises^{LLC}
Creating Places Where People Interact



**ADAMS STREET PARKING LOT
200 BLOCK N. MONROE AVENUE**

SEPTEMBER 13, 2019



September 13, 2019

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

Dear Selection Committee;

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

We understand the City of Green Bay desires a successful development that will create an appealing transition between Downtown and the Whitney Park and Navarino neighborhoods. We plan to achieve this by building two and three-story owner-occupied zero-lot line townhomes that will step down from three stories on N. Monroe St. to two stories on N. Quincy St.

We believe that through our proposal we can provide a development that will generate economic growth in the near-Downtown area and bring in millions of dollars in disposable income that will help support existing and new retail and restaurants.

This development will improve an underutilized piece of property in the near-Downtown and add additional vibrancy to the Whitney Park and Navarino neighborhoods.

CONCEPT SUMMARY

As you can see in the attached conceptual plans, we are proposing 33 owner-occupied zero-lot line townhomes (with the exact townhome count depending on the final layout) and 108 parking stalls provided via covered garage and surface level lot stalls.

We are proposing a 3.2:1 parking stall / townhome ratio, which we feel is more than adequate, and feel that the urban setting of this site will lend itself to alternative forms of transportation too. There may come a time where some of the stalls can be used by visitors and guests.



As part of this proposal, we will request 100% TIF increment and free land. This development, as proposed, could take two years to fully sell. Therefore, we'd request an agreement with the City to assess the property and physical real estate improvements and land, while under construction and during stabilization, at \$1.00 until the townhomes are 95% sold. This agreement would give us the ability to apply the tax savings to the property's operations and sales expenses during stabilization.

We believe with confidence that our concept works and that this new product will result in lower price-points for those seeking real estate ownership.

Sincerely,

T. WALL ENTERPRISES, LLC Terrence R. Wall, President & CEO



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



COMPANY PROFILE

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

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

HISTORY

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

The T. Wall team has developed over 1,200 multi-family units, five retail centers, 45 office buildings and an industrial park.

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



ALIGNMENT WITH STRATEGY

We understand the importance of developing communities that are visually appealing and desirable as a lifestyle decision since our buildings will become the resident's home. We also believe in developing these communities in an environmentally sustainable and sensitive manner. We understand and have demonstrated our commitment with CityDeck Landing, that the City of Green Bay is looking for a developer who will create a new residential community that aligns with the greater downtown community and economic development strategy.

SAFE

T. Wall Enterprises Mgt. LLC has a history of strong compliance with all codes and regulations. We always implement strong security measures, including security cameras on the exterior and interior of the building and parking garage, secured fob access at pedestrian and garage entrances, well-lit parking garage and building corridors and common area, as well as well-lit building exteriors provide additional safety measures.

PRODUCTIVE

Environmental Sustainability

T. Wall is a leader in environmentally sustainable development and the only developer to win the *Governor's Award for Energy Efficiency* as well as *Friend of the Environment Award*. Terrence Wall founded and taught the first sustainable development university level course in the country at the University of Wisconsin – Madison.

T. Wall partners with *Focus on Energy* to have an 'Energy Usage Analysis' completed at each of our properties. We incorporate energy efficient fixtures and appliances, such as low flow lavatories and faucets and LED lighting and motion detection systems which are more efficient than those required by code to further reduce our 'footprint'. The exterior of the buildings we develop will be covered primarily with a combination of stone, bricks, smart-sidings



and/or HardiPlank, all of which are long-lasting sustainable materials.

ACCESSIBLE

If selected to re-develop this underutilized site in the City's near-downtown, our proposed redevelopment would transform this property into the highest and best use; providing varying price levels for community members at different stages in their lives, high quality amenities which promote social interaction for the use of the residents, and close proximity to the City's downtown retail and restaurants which would be easily accessible by foot or bike.

INNOVATIVE

Renewable Energy

We have contracted with SunPeak to complete four solar installations on four of our established multi-family properties for a total of 1,624 solar panels. *T. Wall has put in place more solar capacity than any other multi-family developer in the state of Wisconsin.* These solar installations mark a milestone for renewable energy in Wisconsin. Utilizing renewable energy through the incorporation of solar arrays at new and existing properties is yet another way T. Wall continues to be a leader in environmentally sustainable development.



DESIGN & USE

- Four separate 2-3 story buildings
- 33 owner-occupied, zero lot-line townhomes
- 108 parking stalls (covered and uncovered at grade)
- Pool and grilling area

OCCUPANCY

We've had dozens of people call us over the last two years in regard to condo availability, i.e. the ability to have ownership without the hassle of maintenance and yard work. So, there is a lot of demand for exactly the owner-occupied zero lot-line unit we are proposing. The key factors are owner occupied in a downtown location.

Zero lot-line townhomes offer the ability of ownership without the hassle of yard work and maintenance (taken care of through a homeowner's association). Zero lot-line townhomes will allow buyers to avoid the difficult-to-navigate condominium financing regulations currently put in place by the federal government and townhomes are offered at a much more affordable price than a regular home.

ARCHITECTURAL CHARACTER

We believe that we can turn this parking lot into a beautiful owner-occupied housing development and create pedestrian connectivity and improve the pedestrian experience by incorporating walk-up units. Our buildings are designed and built to last, and should last, at least one hundred years.

We believe that walk-up units are critical to the design for a downtown property. We want to make access as convenient as possible so our residents may easily walk out of their homes to grab coffee or dinner at local downtown businesses. These walk-up units add an important element of pedestrian connectivity to the sidewalk and street and allow more natural interaction between the building and the pedestrian experience at street level. The scope of work, preliminary site plan, building footprint exhibits as



well as parking and circulation exhibits are attached. These were carefully designed by JLA Architects as led by Architect Joe Lee, an experienced multi-family architect. Massing diagrams are also included.

The beautifully landscaped interior courtyard would include outdoor seating, maybe a lounge pool (if there is room), grilling areas, fire pit, and other amenities. See the Veritas Village courtyard as an example. This will be the place people want to live so they can simply walk out their door to enjoy all the downtown events Green Bay has to offer.

Articulation: Our proposed redevelopment for this site would provide an appropriate transition between Downtown and the Whitney Park and Navarino neighborhoods. We plan to achieve this by building 2 and 3-story owner-occupied zero-lot line townhomes that will step down from 3 stories on N. Monroe St. to 2 stories on N. Quincy St. We are committed to a quality design using quality materials and appropriate detailing. The exteriors facing the public streets will be comprised of mostly brick and some accent stone, the interior facades facing the courtyards will be comprised of a combination of HardiPlank, brick and/or some stone or block.

Building Materials: Our development will be designed and built to last because we use all sustainable materials that will last a hundred years or more. On the exterior we will feature some brick and stone accented with fiber cement board, as compared to other developers who may use smart siding, vinyl, or aluminum siding. We also like to avoid using metal panels because those don't fit in with downtown and they tend to become dented and discolored over time. Most importantly, we never use EIFS or stucco, which will streak, become discolored and will also crack and bubble within five years. All materials we use will last virtually indefinitely. The roof will be a flat roof since that is the style of most downtown buildings, and a flat roof will enable us to install solar panels as well.

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



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

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

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

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

Height: The townhome buildings will be two and three-stories in height. The height of the floors will typically be 11 feet, which is one foot higher than all other developers. We insist that the interior have that extra one foot of height to give a feeling of home, with wide hallways (six feet) and other condominium-like qualities.

PARKING

We will provide enough parking spaces to provide a 3.2:1 parking ratio for our tenants.

When evaluating parking it is critically important to understand that providing just enough parking; not too little nor too much, is key to success. Too much parking stresses the financials of the project with too much cost and creates a lack of demand, whereas just the right amount means that the residents are anxious to lease the parking rather than take a chance that they won't get a space.



PUBLIC ART

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



INVESTMENT

First, this development would require TIF. As we anticipated with the development of CityDeck Landing, there is a significant gap in the value versus the high construction costs in the marketplace versus rents needed to support a new development downtown, which has a significant number of unique challenges not found in a green field site. These challenges can include the need for: road shoring, removal of old foundations, de-watering, and building a 'bathtub' to prevent groundwater from flooding the site (both while under construction as well as during on- going operations). We also need to anticipate the following: the chances of finding buried structures and/or debris, just-in-time delivery of materials, off-site storage for materials, off-site parking for construction workers, and dozens of other unique challenges downtown projects present.

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

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

The other important aspect to understand is that when a developer who is not experienced in developing downtown has difficulty, they frequently panic and discount their rents or selling prices. This panic of discounting undermines refinancing valuations (appraisals) and making new development a greater challenge because the appraisers will use the discounted rents or prices in



their appraisals. This discounting also then erodes the values for the TID and the city assessments for all of downtown. Therefore, it's so important that any TIF agreement prohibit the developer from discounting.

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

The overall investment in this site will also require the developer to have enough equity (we have over 600 equity investors who partner with us) and the ability to secure a large loan. Also, we're currently in the unique situation of being able to buy-out our investor group in one of our Middleton, Wisconsin Developments. This means a large pool of our investors and capital will be available for re-investment into this new development.

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

Assuming roughly 33 townhomes, the overall investment in this new development may exceed \$8 million depending on the number of townhomes that we can obtain approval for from the city.



CAPACITY

This development will be built in back-to-back “rolling” phases, with approvals between now and spring 2020 with construction starting in either the spring or fall of 2020 and finally opening in the spring of 2022. The precise timing is dependent upon the city delivering on the approvals in time.

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

Included in this proposal is our company overview including our team's qualifications. We have developed over half a billion dollars in various properties, as well as the largest office portfolio in Wisconsin. Having retail experience is also critically important, having developed five retail centers with hundreds of retail tenants.

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

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



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

The engineering firm we use is Vierbicher Associates and the architect is Joe Lee of JLA Architects, both of whom really understand what the client wants and work collaboratively to exceed the project's goals. Lee is not out to win an award; he believes in having his designs fit in appropriately with their surroundings and providing the exact right floor plans and amenities as discussed with the developer.

We have also been chosen as the development partner for several banks, the City of Middleton, the City of Madison (and that's not easy!), along with receiving recognition from area organizations, alders, and from a prior Governor for our green initiatives. We are a proven and established development firm, with a proven track record of the largest and tallest buildings in greater Madison (east and west) including buildings ranging from in height from six to 11 stories. With the T.Wall team you won't have a rookie on the job.

And best of all, when all other developers shied away from towns smaller than Madison or Milwaukee, we made a specific commitment to build in smaller communities that need more housing but couldn't overcome the challenges.

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

PROJECT TEAM



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PROJECT TEAM



TERRENCE WALL

CEO & PRESIDENT

Terrence@TWallEnterprises.com

P: 608.345.0701

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

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

Education

BA in Economics
UW-Madison

*Masters in Real Estate Appraisal
and Investment Analysis*
UW-Madison

Completed coursework at:

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

Philanthropy

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

PROJECT TEAM



JON HEPNER

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

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



ERICA KOCH

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

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

PROJECT TEAM



SCOTT TEBON

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

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



TAYLOR BRENGEL

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

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

PROJECT TEAM



JLA
ARCHITECTS

COMPANY OVERVIEW

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

KEY TEAM MEMBERS



JOSEPH LEE | President / Principal

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



JOHN SCHMIED | Project Manager

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

PROJECT TEAM



JOSEPH LEE

FOUNDER & PRESIDENT

JLee@JLA-AP.com

C: 608.215.1495

EDUCATION

Masters of Architecture
UW-Milwaukee, May 1998

Masters of Urban Planning
UW-Milwaukee, May 1998

Bachelor of Science
Architectural Studies
UW-Milwaukee, May 1995

Project Manager Bootcamp
PSMJ, 2006

Strategies for the Construction
Administrator
UW-Extension Course, 2005

PROFESSIONAL AFFILIATIONS

Licensed Architect
Wisconsin, 2003–present

American Institute
of Architects, 2003–present

AWARDS & RECOGNITION

Franciscan Health Care Center
Finalist: New Construction

Nursing Homes Long Term Care
Management, 2003

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

"Design of the Times"
Madison Magazine, Feb. 2007

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

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

Joe's background in both architecture and urban planning has allowed him to develop a unique blend of skills & market knowledge that brings distinct value to JLA clients.

As the Owner and Managing Principal of JLA Architects, his main goal is client satisfaction. He is involved at every phase of the process and truly believes that listening and collaborating with clients at every step ensures a successful project.

RELATED PROJECT EXPERIENCE

22 Slate Apartments	Madison, Wis.
Yahara Commons (mixed-use development)	Monona, Wis.
Park & Drake (mixed-use development)	Madison, Wis.
Synergy at the District (mixed-use development)	Wauwatosa, Wis.
50Twenty Apartments	Madison, Wis.
Morgan District	Oshkosh, Wis.
Market Square Apartments	Somers, Wis.
Middleton Station	Middleton, Wis.
Bergamont Townhomes	Oregon, Wis.
Ballpark Commons Apartments	Franklin, Wis.
Forte at 84 South	Greenfield, Wis.
Prairie Trail Apartments	Sun Prairie, Wis.
Veritas Village apartments	Madison, Wis.
Meadow Ridge apartments	Middleton, Wis.

PROJECT TEAM



JOHN SCHMIED

PROJECT MANAGER

JSchmied@JLA-AP.com

D: 608.442.3863

EDUCATION

*Associate Degree
Architecture
Madison Area Technical
College 1995–1999*

PROFESSIONAL ACCREDITATIONS

Licensed Architect – Wisconsin

*American Institute of Architects
(AIA)*

*LEED AP Building Design +
Construction*

AWARDS

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

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

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

REPRESENTATIVE PROJECT EXPERIENCE

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

PROJECT TEAM



vierbicher
planners | engineers | advisors



COMPANY OVERVIEW

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

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



ROD ZUBELLA, PE | President & CEO

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



MATT SCHREINER, PE | Engineering Manager

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

PROJECT TEAM



GENERAL CONTRACTOR

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



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



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



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

EXPERIENCE



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

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

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

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

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

EXPERIENCE



SUSTAINABILITY

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

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

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

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

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

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

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

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

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

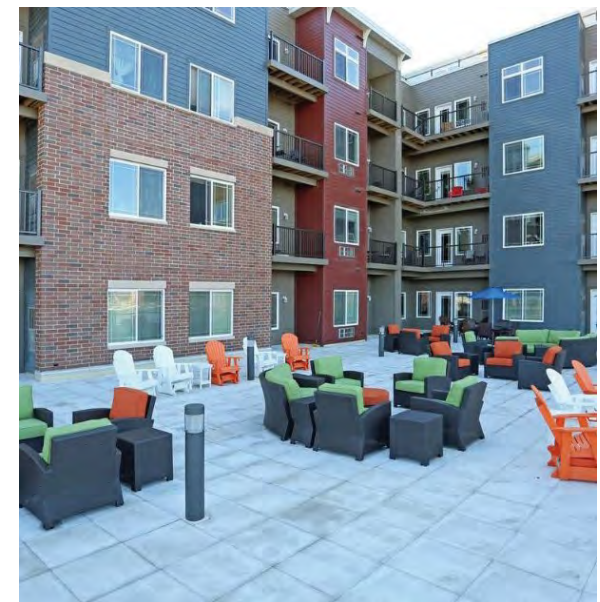
MIXED-USE



CITYDECK LANDING

MIXED-USE

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



MIXED-USE



MIDDLETON CENTER MIXED-USE DEVELOPMENT

LOCATION: Middleton, Wis.

PROGRAM: 157,100 s.f.
Public Private Partnership (P3)

Three phase redevelopment of the Old Middleton Center

Phase One includes: 62 market-rate multi-family units, 11,388 s.f. of commercial space, and 21,483 s.f. of office space

Amenities include: club room, community room, fitness center, and landscaped patio

REFERENCE: Eileen Kelley, Director Planning / Zoning Administrator – City of Middleton
Ph. (608) 821-8370



MULTI-FAMILY



PELOTON RESIDENCES INFILL REDEVELOPMENT

LOCATION: Madison, Wis.

PROGRAM: 157 market-rate multi-family units and
12,000 s.f. of commercial space.
246,348 s.f.

Amenities include: club room,
community room, fitness center, and
landscaped patio

REFERENCE: Heather Stouder, Planning Division
Director – City of Madison,
Ph. (608) 266-5974

MULTI-FAMILY



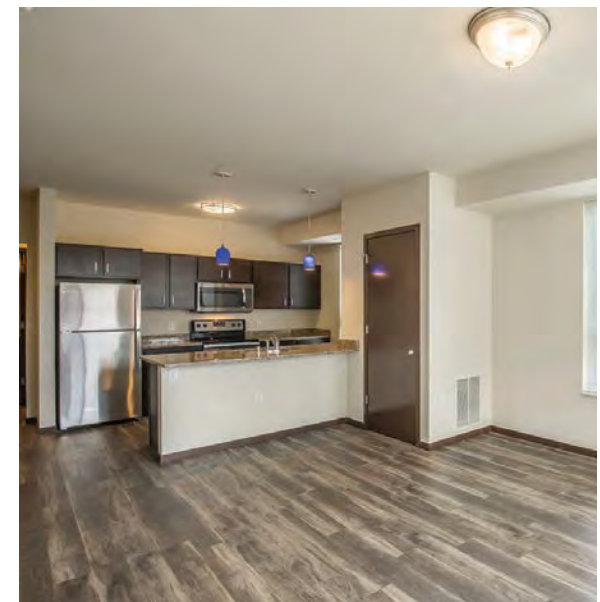
JLA
ARCHITECTS

VERITAS VILLAGE MULTI-FAMILY DEVELOPMENT

LOCATION: Madison, Wis.

PROGRAM: 189 market-rate units
Central courtyard & pool with green roof areas; over parking level
Amenities include: fitness room, community room, concierge desk, clubroom, and game room

REFERENCE: Heather Stouder, Planning Division Director – City of Madison | Ph. (608) 266-5974



MIXED-USE



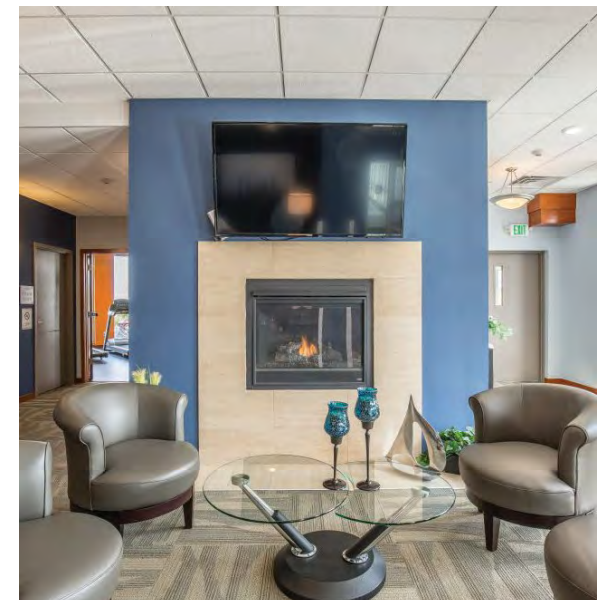
WATERMARK LOFTS INFILL MIXED-USE DEVELOPMENT

LOCATION: Madison, Wis.

PROGRAM: 80 market-rate units
18,922 s.f. commercial space

Amenities include: club room,
community room, fitness center,
and landscaped patio

REFERENCE: Heather Stouder, Planning Division
Director – City of Madison
Ph. (608) 266-5974



MULTI-FAMILY



JLA
ARCHITECTS

PRAIRIE TRAILS MULTI-FAMILY DEVELOPMENT

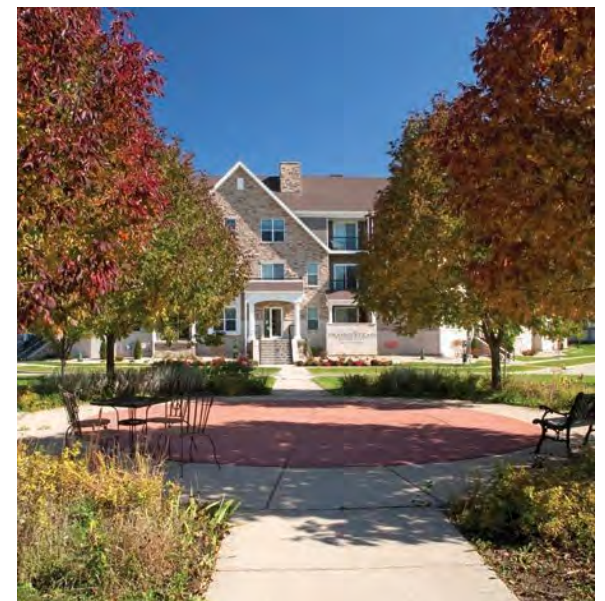
LOCATION: Sun Prairie, Wis.

PROGRAM: Three-story, 54 units
56,516 s.f.

Amenities include: community room, club room, outdoor patio, library, event space with kitchenette/restroom, and landscaped patio

Underground parking

REFERENCE: Scott Kugler, Planning Director – City of Sun Prairie | Ph. (608) 825-1107



MIXED-USE



JLA
ARCHITECTS



BAY LOFTS

MIXED-USE DEVELOPMENT

LOCATION:

Sturgeon Bay, Wis.

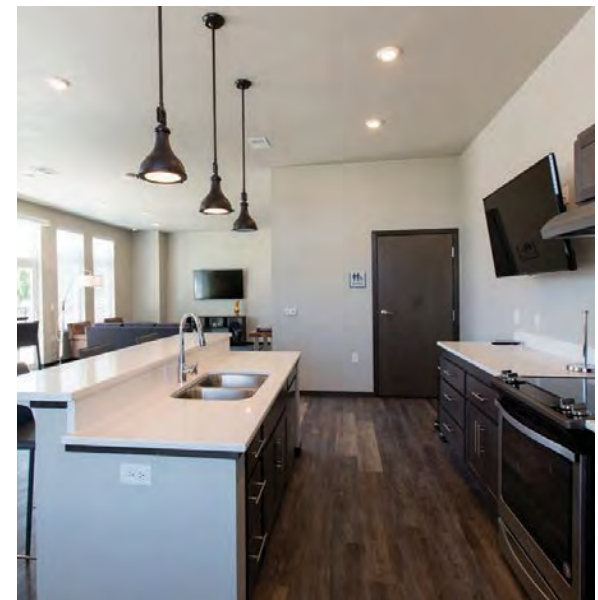
PROGRAM:

First level parking & retail

5,500 s.f. retail space

37 apartment units

Amenities include: fitness center, fourth floor clubroom with adjacent roof deck



MIXED-USE



JLA
ARCHITECTS

MONONA RIVERFRONT REDEVELOPMENT

MIXED-USE DEVELOPMENT

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



MULTI-FAMILY



JLA
ARCHITECTS



22 SLATE

MULTI-FAMILY DEVELOPMENT

LOCATION:

Madison, Wis.

PROGRAM:

Seven buildings

264 market-rate units

Separate clubhouse building, pool and fitness center

Buildings organized around central common green

Pet-friendly amenities: dog walking areas, dog bag dispensers, dog washing room in underground parking area



MULTI-FAMILY

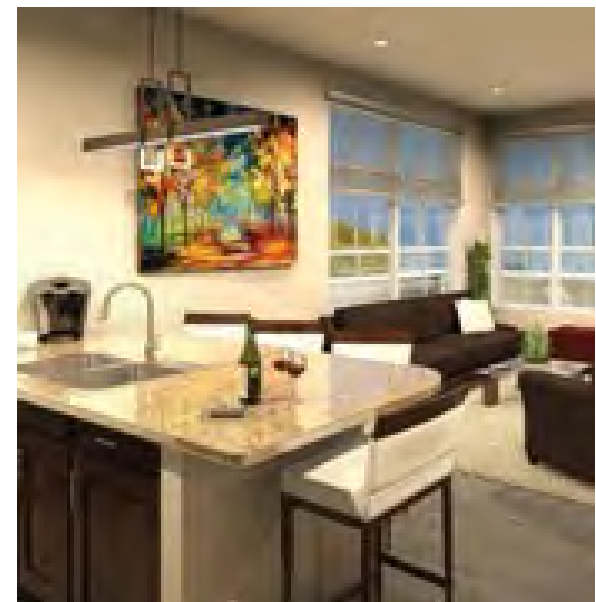


JLA
ARCHITECTS



MIDDLETON STATION MULTI-FAMILY DEVELOPMENT

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



PUBLIC PROJECT EXPERIENCE



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

GREENWAY CENTER

Madison, WI

Project Value: \$189,500,000

Size: 1,021,000 s.f.

Reference: Kurt Sonnentag, Mayor
City of Middleton

Ph. (608) 335-0888

Email: mayor@ci.middleton.wi.us

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

THE CENTER FOR INDUSTRY & COMMERCE

MADISON, WI

Public Private Partnership (P3)

Project Value: \$37,000,000

Size: 160-acre site

Reference: Don Marx, Manager
Office of Real Estate Services

City of Madison

Ph. (608) 267-8717

Email: dmarx@cityofmadison.com

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

CITY CENTER WEST

Project Cost: \$135,000,000

Completion: 2003

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

HIGH CROSSING ENVIRON

MADISON, WI

Project Value: \$88,000,000

Size: 309,000 s.f.

Reference: Don Marx, Manager
Office of Real Estate Services

City of Madison

Ph. (608) 267-8717

Email: dmarx@cityofmadison.com

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

CONCLUSION



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

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

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

APPENDIX A: CONCEPTUAL PLANS





JLA
ARCHITECTS

MONROE AVENUE REDEVELOPMENT

CONCEPTUAL MASTERPLAN

SEPTEMBER 13, 2019
1"=50' @ 11x17













REQUEST FOR PROPOSALS: 200 BLOCK N. MONROE AVENUE		
EVALUATION CRITERIA	GORMAN & COMPANY, LLC 200 W. Main Street Oregon, WI 53575	T WALL ENTERPRISES LLC 1818 Parmenter Street Middleton, WI 53562
ALIGNMENT WITH STRATEGY		
makes the City safer makes the City more productive makes the City more accessible makes the City more innovative	+ + + +	- + - -
DESIGN AND USE		
overall form and character density and intensity of structure quality of use types mix of use types integration of mixed-income residential integration of public art	+ Mixed use and height + Higher density + Grocery + Mix of unit types, 2/3 LMI rentals - Entry from parking lot only - Needs to move alley	Heavy on residential + Open alley - Low density - No break in units - Closed/gated and not inclusive with rest of community
INVESTMENT		
scope of work estimated property value at completion estimated hard construction costs total cash offer for all parcels amount of requested public funding proposed sources of financing	+ Low city investment (\$800k, free lot) - Not sure of NeighborWorks design of financial ask - Basing project on LIHTC - Lower assessment with 2/3 low-income housing	- 100% TIF - Only 33 units - Requesting tax abatement (not sure if this is allowed or legal) \$1 valuation until 95% of units sold with no timeframe or “sunset” associated
CAPACITY AND EXPERIENCE		
project team qualifications proposed time to complete proposed time to attain occupancy demonstrated success on similar projects	2023 lease up + Pre-leasing + Has shown quality work on past projects + Will bring new developer to our market + Collaboration/partnership with local housing developer	2022 final occupancy permits Phasing based on sales + Has shown quality work on past projects + Has built in Green Bay
PROPOSAL RANKING	1 st	2 nd



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

**TUESDAY, OCTOBER 1, 2019, 1:30 PM
CITY HALL, ROOM 604 -THE HARRY MAIER ROOM**

A. ROLL CALL.

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

Present: Gary J. Delveaux, Matt Schueller, Kathy Hinkfuss, Excused: Melanie Parma

B. REGULAR BUSINESS.

I. Consideration with possible action on a Request for Proposals for redevelopment of the parking lot located on the 200 block of North Monroe Avenue.

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.

Moved by Gary J. Delveaux, seconded by Kathy Hinkfuss to open the floor for discussion. Motion carried.

Yes- Kathy Hinkfuss, Matt Schueller, Gary J. Delveaux, No- None, Abstain- None

Moved by Gary J. Delveaux, seconded by Kathy Hinkfuss to close the floor for discussion. Motion carried.

Yes- Kathy Hinkfuss, Matt Schueller, Gary J. Delveaux, No- None, Abstain- None

Moved by Matt Schueller, seconded by Gary J. Delveaux to go into closed session at 2:28 p.m. Motion carried.

Matt Schueller read the closed session language.

Yes- Kathy Hinkfuss, Matt Schueller, Gary J. Delveaux, No- None, Abstain- None

Moved by Matt Schueller, seconded by Gary J. Delveaux to return to regular order of business. Motion carried.

Moved by Kathy Hinkfuss, seconded by Gary J. Delveaux to recommend to the RDA to select the Gorman & Company proposal and that staff work to negotiate a Development Agreement. Motion carried.

Yes- Kathy Hinkfuss, Matt Schueller, Gary J. Delveaux, No- None, Abstain- None

C. ADJOURNMENT.

Moved by Kathy Hinkfuss, seconded by Gary J. Delveaux to adjourn. Motion carried.

Yes- Kathy Hinkfuss, Matt Schueller, Gary J. Delveaux, No- None, Abstain- None



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.2.

Consideration with possible action on Development Agreement 19-03 with Miller Land Investments, LLC, for One Astor Park at 100 E. Mason Street, 120 E. Mason Street, and Washington Street (Tax Parcels 15-168-A, 15-2, and 15-168).

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

Miller Land Investments, LLC ("Developer"), intends to complete a Project, which shall consist of two (2) phases of development as follows:

1. Phase I involves the demolition of all existing improvements; filling and grading to bring the Property out of the floodplain and relocation of approximately seven hundred (700) feet of a multi-modal, asphalt path (Fox River Trail), and
2. Phase II involves the construction of a four (4)-story residential structure with approximately one hundred (100) market-rate rental units

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- strengthens and/or expands public water, sewer, stormwater, and other utility infrastructure
- builds new structures with high-performance designs, systems, and finishes
- creates a significantly higher per acre property value than adjacent properties and the City average
- generates property taxes greater than the cost of providing infrastructure and services
- builds new structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- strengthens and/or expands non-motorized transportation networks
- expands our range of (residential, commercial, and industrial) real estate products
- is designed and built with options for conversion to alternative uses in the future

As of January 1, 2019, the Property has an aggregate assessed value of Five Hundred Sixty-eight Thousand, Eight Hundred Dollars (\$568,800.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:

- Thirteen Thousand Two Hundred Ninety-eight Dollars (\$13,298.00) in total real estate taxes

- annually (assessed mill rate of \$23.38);
- Thirteen Thousand Two Hundred Ninety-eight Dollars (\$13,298.00) 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 \$23.38); and
- Five Thousand Two Hundred Four Dollars (\$5,204.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

Upon completion of Phase II of the Project, the City estimates the aggregate assessed property value of the Property to be Thirteen Million Dollars (\$13,000,000.00) which is anticipated to yield approximately:

- Three Hundred Three Thousand, Nine Hundred Forty Dollars (\$303,940.00) in total real estate taxes annually (assessed mill rate of \$23.38);
- Three Hundred Three Thousand, Nine Hundred Forty Dollars (\$303,940.00) in total 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 \$23.38); and
- One Hundred Eighteen Thousand, Nine Hundred Fifty Dollars (\$118,950.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District No. Five (5) (the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new TID upon commencement of Phase II of the project.

RECOMMENDATION

Approve Development Agreement 19-03 with Miller Land Investments, LLC, for One Astor Park at 100 E. Mason Street, 120 E. Mason Street, and Washington Street (Tax Parcels 15-168-A, 15-2, and 15-168), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. A “Project Grant” of up to one hundred and fifty thousand dollars (\$150,000.00) to facilitate construction of the multi-modal, asphalt path (Fox River Trail), and
2. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available eighty percent (80%) of the TIF Increment to the Developer, for a total amount not to exceed four million dollars (\$4,000,000.00).

No levy dollars will be used for this project.

ATTACHMENTS

1. 8.3 - One Astor - 15-168-A - Development Agreement - 191007 - RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-03
ONE ASTOR PARK

This Development Agreement is made this _____ day of _____, 2019,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MILLER LAND INVESTMENTS, LLC a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer has proposed to acquire and develop in phases 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>
15-168-A	100 E. Mason St.	1.87	\$568,800.00
15-2	120 E. Mason St.	0.84	\$0.00
Part of 15-168	Washington St.	0.65	\$0.00

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately three and thirty-six hundredths (3.36) acres of land. A map of the Property is herein attached as **EXHIBIT A**; a legal description of the Property is herein attached as **EXHIBIT B**.

- C. Developer intends to complete a Project, which shall consist of two (2) phases of development as follows:

1. Phase I shall consist of the demolition of all existing improvements; filling and grading to bring the Property to elevation levels consistent with the real estate located adjacent to the Property and relocation of approximately seven hundred (700) feet of a multi-modal, asphalt path (Fox River Trail) ("Phase I"), and
2. Phase II, if pursued by Developer as referenced below, shall consist of the construction of a four (4)-story residential structure with approximately one hundred (100) market-rate rental units ("Phase II").

The Proposed Project improvements are more thoroughly described in Sections III. and IV. herein, and shown on a Preliminary Concept Plan, which is herein attached as **EXHIBIT C**.

- D. As of January 1, 2019, the Property has an aggregate assessed value of Five Hundred Sixty-eight Thousand, Eight Hundred Dollars (\$568,800.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:

1. Thirteen Thousand Two Hundred Ninety-eight Dollars (\$13,298.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirteen Thousand Two Hundred Ninety-eight Dollars (\$13,298.00) 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 \$23.38); and
 3. Five Thousand Two Hundred Four Dollars (\$5,204.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).
- E. Upon completion of Phase II of the Project, the City estimates the aggregate assessed property value of the Property to be Thirteen Million Dollars (\$13,000,000.00) which is anticipated to yield approximately:
1. Three Hundred Three Thousand, Nine Hundred Forty Dollars (\$303,940.00) in total real estate taxes annually (assessed mill rate of \$23.38); and
 2. Three Hundred Three Thousand, Nine Hundred Forty Dollars (\$303,940.00) in total 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 \$23.38); and
- One Hundred Eighteen Thousand, Nine Hundred Fifty Dollars (\$118,950.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I 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 (the "TID"), effective January 1 of such year that Phase I is completed, 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 it removes blighted and neglected properties with high complaint and/or police call volumes; remediates environmental contamination and/or enhance the physical landscape; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; builds new structures for individuals of all ages and abilities; is located in a place easy to reach on foot, bicycle, or transit; strengthens our non-motorized transportation networks; expands our range of residential real estate products; is designed and built with options for conversion to alternative uses in the future; creates and enhances unique public spaces, amenities, and art; 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:
1. Five Hundred Sixty-eight Thousand Dollars (\$568,000.00) if the Project remains within Tax Increment District (TID) Five (5), East and West Downtown; or
 2. Upon completion of Phase I, shall be determined by the actual aggregate assessed value of the Property as of January 1 of the year in which a new conservation and rehabilitation or blight tax increment district is created.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means MILLER LAND INVESTMENTS, LLC, 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, including, without limitation, the asphalt path to be relocated; 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, filling, 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 filling and grading.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section V. B. 4.
- 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 pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I 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 (the "TID"), effective January 1 of such year that Phase I is completed, 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. PHASE I OF DEVELOPMENT

- A. Project Description. Phase I of the Project shall consist of the Developer completing the following, at Developer's sole cost:
1. Demolition of all existing buildings and other structures located on the Property and removal of all debris and materials resulting therefrom;
 2. Filling and grading to bring the Property to elevation levels consistent with the real estate located adjacent to the Property; and
 3. Construction of a multi-modal asphalt path (Fox River Trail) approximately seven hundred (700) feet in length and no less than ten (10) feet in paved width, on a parcel and/or right-of way no less than fifty (50) feet in width, as generally reflected on the Preliminary Concept Plan attached hereto as **EXHIBIT C**, or at a location mutually agreed to by the parties. Developer shall be responsible for the path, base asphalt, and leveling and seeding of the path.

- B. Permitting Assistance. The City and RDA will assist and cooperate with Developer in connection with Developer obtaining all necessary local, state and federal permits, with respect to Phase I and Phase II of the Project.
- C. Grants. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants 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.
- D. Trail Dedication and Completion of Phase I. Within one (1) year from date of execution of this Agreement by all parties or December 1, 2020, whichever is later, the new asphalt path and a newly created parcel on which it is located shall be conveyed and/or dedicated to the City.
- E. Additional Work. Additional work on the Property may proceed after dedication of the asphalt path, which may include filling and grading certain areas of the Property to remove such areas from the flood plain.
- F. Phase I Easements. Developer shall grant the City an easement for purposes of maintaining a water main along the northern edge of the Property, such easement being located where the existing water main is currently located. City shall grant Developer any and all easements required for Developer to construct future docks along the shoreline for the benefit of the Property and for the benefit of ingress and egress to and from such docks.
- G. Timeliness. Construction of Phase I shall commence no later than one hundred twenty (120) days after execution of this Agreement by all parties or as otherwise set forth in Section VI. K. below. Upon completion of Phase I, Developer shall have the right to either (a) proceed with Phase II, or (b) terminate this Agreement. Developer shall provide written notice to the City and RDA of which option it elects no later than one (1) year after completion of Phase I. If Developer elects to proceed with Phase II, then this Agreement shall continue, and the parties shall be bound to perform their obligations under this Agreement with respect to Phase II. If Developer elects to terminate this Agreement, then none of the parties hereto shall have any further rights, obligations or liabilities under this Agreement.

IV. PHASE II OF DEVELOPMENT

- A. Commencement. In the event Developer elects to proceed with Phase II, then Developer shall construct a four (4)-story residential structure containing approximately one hundred (100) market rate rental units as described in the Preliminary Concept Plan attached hereto as **EXHIBIT C**. Construction of Phase II shall commence no later than December 1, 2022 or as otherwise set forth in Section VI. K. below.

V. 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. Phase I - Property Transfer. The City and/or RDA shall convey 120 E. Mason St. and Washington St. (Tax Parcels 15-2 and 15-168) to the Developer through the following process:

- a) The City and/or RDA shall convey Tax Parcels 15-2 and 15-168, 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.
- b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (**EXHIBIT C**), which shall include the creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet to the east from the ordinary high water mark of the Fox River shoreline from the Mason Street public right-of way southward to the Cass Street public right-of-way, which shall be reserved for public use and access.
- c) 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 V. B. I.

2. Project Grant. The City shall provide one hundred and fifty thousand dollars (\$150,000.00) of TIF Incentive as a Project Grant for purposes of construction of a multi-model asphalt path (Fox River Trail) as described in Section III. A. 3.. Developer shall provide the RDA with written evidence that Developer has incurred any such related 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 Expenditure.

3. Phase II - PAYGo Reimbursement. The City shall provide a 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 Phase II of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for Phase II of 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 the TID was created. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall make available eighty percent (80%) of the Available TIF Increment to the Developer.

- a) 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, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
4. Qualified Expenditures. The TIF Incentive shall only fund, in the following priority:
 - a) Public Improvements, as defined in Section II. M., construction of a multi-model asphalt path (Fox River Trail) as described in Section III. A. 3., environmental remediation, and asbestos abatement as required by State and Federal law and any and all engineering, architectural, design and other “soft” costs related to such Public Improvements incurred by Developer; then
 - b) “Private Improvements” specifically approved by the City or RDA as stated in Section IV. C, any improvements of the soil or subsoil required due to substandard soil and subsoil conditions or quality and any and all engineering, architectural, design and other “soft” costs related to such Private Improvements; then
 - c) Any other activity specifically approved by the City or RDA.
5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall be eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive, exclusive of the Property Transfer as defined in Section V. B. I., and exclusive of the Project Grant in Section V. B. 2., in excess of the lesser of Four Million Dollars (\$4,000,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, 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 31st, TIF Incentive payments shall be made on or before September 1st of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

- D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.
- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

VI. 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. The Concept Plan shall clearly identify:
1. The new boundaries of the Property as described in Section V. B. 1.; and
 2. The location of the multi-modal, asphalt path (relocated Fox River Trail) within the new waterfront right-of-way and/or City and/or RDA-owned parcel; and
 3. Any improvements that could impact vehicular, pedestrian, and/or bicycle movement and/or access on the Mason Street public right-of-way to the north of the Property; and
 4. Any improvements that could impact vehicular, pedestrian, and/or bicycle movement and/or access on the Cass Street public right-of-way to the south of the Property.
- B. Construction Documents. Prior to commencement of construction, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Descriptions and photographic examples of public art in accordance with the requirement in Section VI. C. 2.

6. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to commencement of construction of Phase II, 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 Thirteen Million Dollars (\$13,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than one percent (1%) of “hard” construction costs dedicated towards public art on the Property or adjacent to the Property; in no event shall the amount to be dedicated toward public art be required to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) and
 3. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City and RDA, as necessary, of any re-zoning of the Property necessary to permit the Developer’s contemplated use of the Property.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than commencement of construction of Phase II, proof of equity in the form of the value of the Property, less any mortgages thereon, in an amount sufficient to obtain financing for all Project costs as required by the Department of Housing and Urban Development or any other similar governmental loan programs or agency. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than commencement of construction, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than commencement of construction, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on Phase I and Phase II, respectively, shall commence by the following deadline, whichever is later: (1) within one hundred twenty (120) days of the execution of this Agreement by both parties (with respect to Phase I) and by December 1, 2022 (with respect to Phase II) or; (2) with respect to the applicable phase within ninety (90) days after the last to occur of (i) approval by the City and RDA of the Preliminary Concept Plan, (ii) approval by RDA of the Development Budget and Development Plans, and/or (iii) issuance of a building permit and all other permits or licenses required to commence construction.
1. Phase I shall be completed no later than one (1) year after execution of this Agreement by all parties or December 1, 2020, whichever comes later.
 2. In the event Developer elects to proceed with Phase II, construction of all new structures shall be completed no later than July 1, 2024. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L. 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.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

N. 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.

O. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

P. 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.

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of Phase I, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term “Hazardous Materials” means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – One Hundred Thousand Dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease – One Hundred Thousand Dollars (\$100,000.00) per employee; and
- c) Five Hundred Thousand Dollars (\$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 – Two Million Dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) - Two Million Dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage - Two Million Dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – One Hundred Thousand Dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – Ten Thousand Dollars (\$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 – Two Hundred Fifty Thousand Dollars (\$250,000.00) per person; and
 - b) One Million Dollars (\$1,000,000.00) per occurrence; and Property Damage - Two Hundred Fifty Thousand Dollars (\$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 One Million Dollars (\$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.

S. 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.

VII. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of Developer, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the 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.

VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I 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 (the "TID"), which shall be in effect and in good standing certified by the Wisconsin Department of Revenue effective January 1 of such year that Phase I is completed.
- 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.

IX. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances; provided, however, to the extent Developer proceeds with Phase II, the Property will need to be rezoned to permit Developer's contemplated use of the Property.

- 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.

X. DEFAULT

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

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

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

1. Termination. Terminate this Agreement without further notice to Developer;
2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

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

XI. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. Termination by Developer after completion of Phase I, as set forth above;
 2. All Qualified Expenditures have been repaid in full by Tax Increment;
 3. The City closes and terminates the TID;
 4. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;

5. This Agreement is terminated because of an Event of Default;
 6. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. Unless earlier terminated, TIF payments shall terminate at the time the City closes and terminates the TID.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

XII. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent,

whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

To the Developer: Miller Land Investments, LLC
 Attention: Dean R. Miller

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing Phase I of the Project. Except for any mortgage or assignment related to the financing of Phase I and/or Phase II recorded after the recording of this Development Agreement (or Memorandum thereof), this Development Agreement shall have precedence and shall take priority over any other 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). City agrees to subordinate this Development Agreement to any such mortgage or assignment related to the financing of Phase I and/or Phase II which is recorded after this Development Agreement (or Memorandum thereof) is recorded.
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

By: _____

[illegible]

Personally came before me this _____ day of _____ 2019, the above named _____, a member of MILLER LAND INVESTMENTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MILLER LAND INVESTMENTS, LLC

By: _____
Eric Genrich, Mayor

ACKNOWLEDGMENT

Personally came before me this _____ day of _____ 2019, 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 _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and MILLER LAND INVESTMENTS, LLC

By: _____
Gary J. Delveaux, Chair

[illegible]

Personally came before me this _____ day of _____ 2019, the above named _____ and _____, 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 _____

[illegible]

EXHIBIT B
Legal Description

Tax Parcel Number 15-2

That part of Lots 1 through 5, Block 6, Plat of Astor, City of Green Bay, Brown County Wisconsin lying westerly of Lot 1, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor).

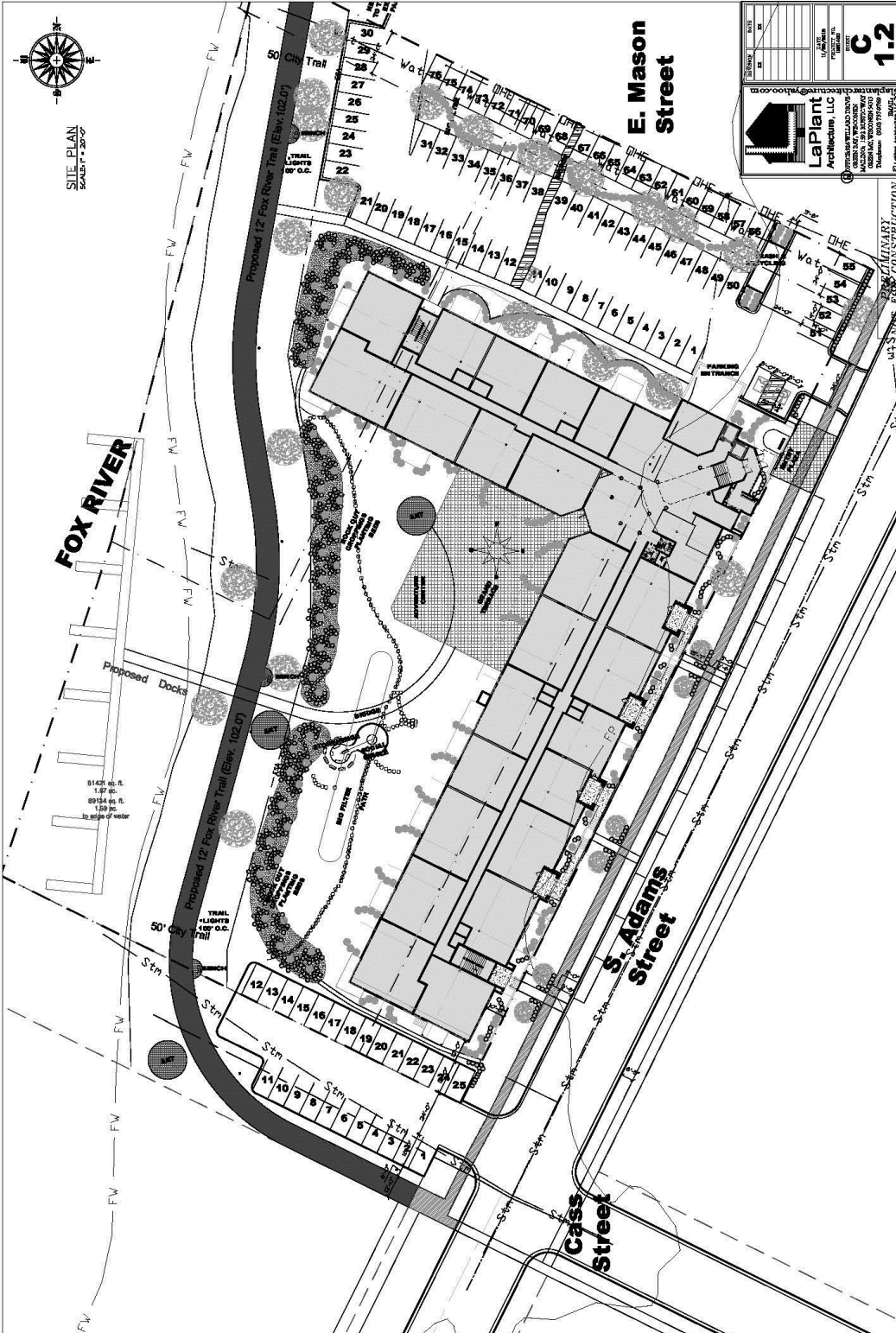
Part of Tax Parcel Number 15-168

Lot 2, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor), City of Green Bay, Brown County Wisconsin.

Tax Parcel Number 15-168-A

Lot 1, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor), City of Green Bay, Brown County Wisconsin.

Preliminary Concept Plan





TOTAL UNITS	
UNIT TYPE	QUANTITY
1 BR/1 BA	10
2 BR/2 BA	10
3 BR/3 BA	10
4 BR/4 BA	10
5 BR/5 BA	10
6 BR/6 BA	10
7 BR/7 BA	10
8 BR/8 BA	10
9 BR/9 BA	10
10 BR/10 BA	10
11 BR/11 BA	10
12 BR/12 BA	10
13 BR/13 BA	10
14 BR/14 BA	10
15 BR/15 BA	10
16 BR/16 BA	10
17 BR/17 BA	10
18 BR/18 BA	10
19 BR/19 BA	10
20 BR/20 BA	10
21 BR/21 BA	10
22 BR/22 BA	10
23 BR/23 BA	10
24 BR/24 BA	10
25 BR/25 BA	10
26 BR/26 BA	10
27 BR/27 BA	10
28 BR/28 BA	10
29 BR/29 BA	10
30 BR/30 BA	10
31 BR/31 BA	10
32 BR/32 BA	10
33 BR/33 BA	10
34 BR/34 BA	10
35 BR/35 BA	10
36 BR/36 BA	10
37 BR/37 BA	10
38 BR/38 BA	10
39 BR/39 BA	10
40 BR/40 BA	10
41 BR/41 BA	10
42 BR/42 BA	10
43 BR/43 BA	10
44 BR/44 BA	10
45 BR/45 BA	10
46 BR/46 BA	10
47 BR/47 BA	10
48 BR/48 BA	10
49 BR/49 BA	10
50 BR/50 BA	10

ADAMS STREET ELEVATION
SCALE 1/8" = 1'-0"



MASON STREET ELEVATION
SCALE 1/8" = 1'-0"

LaPlant Architecture, LLC

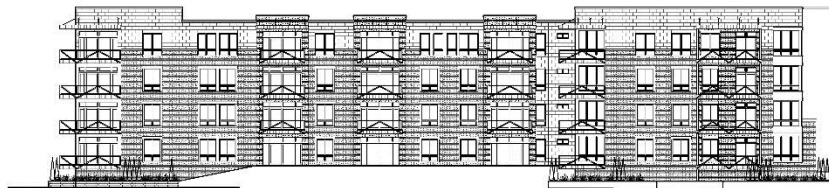
1200 S. 1st St.
Tulsa, OK 74106
918.596.1234
www.laplantarch.com

A 1.2

PRELIMINARY
NOT FOR CONSTRUCTION



RIVERFRONT ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

LaPlant Architecture, LLC

1200 S. 1st St.
Tulsa, OK 74106
918.596.1234
www.laplantarch.com

A 1.4

PRELIMINARY
NOT FOR CONSTRUCTION



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # D.3.

Consideration with possible action on Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2).

BACKGROUND

In June 2019, the RDA and City approved Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2). The Developer intends to complete a Project, which involves construction of a five (5)-story boutique, all-suites hotel of approximately ninety thousand (90,000) square feet, along with parking, landscaping, lighting and other related improvements. The project is located in the Legends District, just east of Lambeau Field and the Resch Center.

In August 2019, the Developers are obtained approvals for obligations outlined in the Agreement, specifically: Section IV. A. Concept Plan; Section IV. B. Construction Documents; and Section IV. C. Development Budget. The Developer is seeking a change to Section IV. A. Concept Plan, in order to move the structure closer to the corner of Brett Favre and Tony Canadeo. Staff supports the change.

RECOMMENDATION

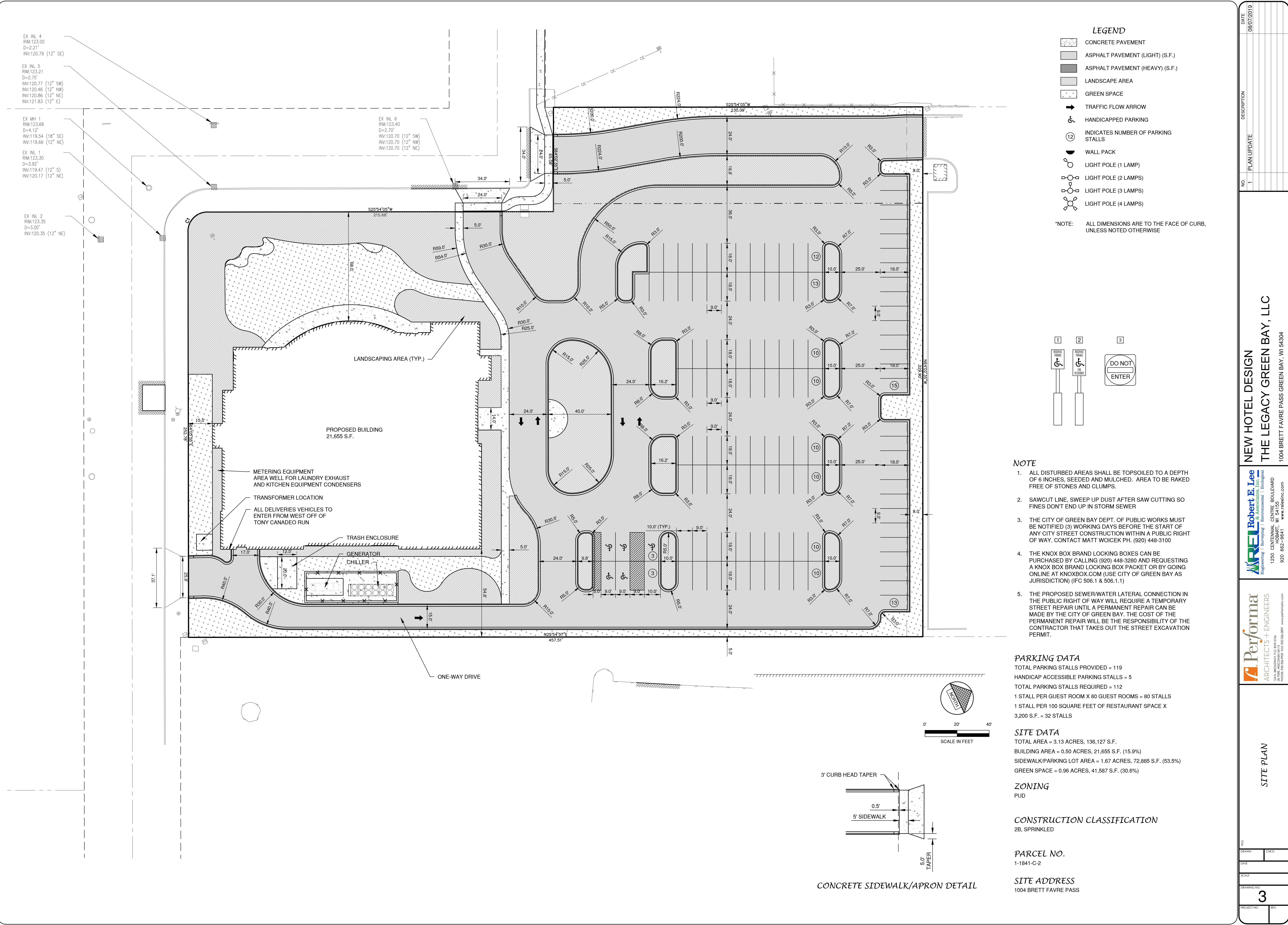
Approve Obligations of Developer to Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2).

FISCAL IMPACT

Not applicable.

ATTACHMENTS

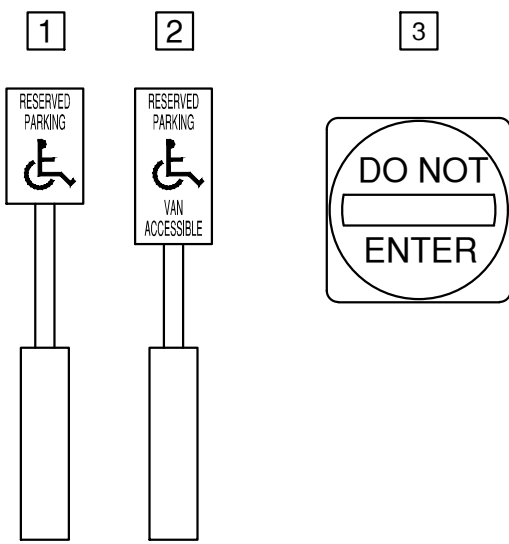
1. 8.3 - Legacy Hotel - 1-1841-C-2 - Development Agreement - 190930 - IV. A. - Conceptual Plan
2. 8.3 - Legacy Hotel - 1-1841-C-2 - Renderings - 190930



LEGEND

- CONCRETE PAVEMENT
ASPHALT PAVEMENT (LIGHT) (S.F.)
ASPHALT PAVEMENT (HEAVY) (S.F.)
LANDSCAPE AREA
GREEN SPACE
TRAFFIC FLOW ARROW
HANDICAPPED PARKING
INDICATES NUMBER OF PARKING STALLS
WALL PACK
LIGHT POLE (1 LAMP)
LIGHT POLE (2 LAMPS)
LIGHT POLE (3 LAMPS)
LIGHT POLE (4 LAMPS)

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



NOTE

- 1. ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.
2. SAWCUT LINE, SWEEP UP DUST AFTER SAW CUTTING SO FINES DON'T END UP IN STORM SEWER
3. THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) WORKING DAYS BEFORE THE START OF ANY CITY STREET CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY. CONTACT MATT WOICEK PH. (920) 448-3100
4. THE KNOX BOX BRAND LOCKING BOXES CAN BE PURCHASED BY CALLING (920) 448-3280 AND REQUESTING A KNOX BOX BRAND LOCKING BOX PACKET OR BY GOING ONLINE AT KNOXBOX.COM (USE CITY OF GREEN BAY AS JURISDICTION) (IFC 506.1 & 506.1.1)
5. THE PROPOSED SEWER/WATER LATERAL CONNECTION IN THE PUBLIC RIGHT OF WAY WILL REQUIRE A TEMPORARY STREET REPAIR UNTIL A PERMANENT REPAIR CAN BE MADE BY THE CITY OF GREEN BAY. THE COST OF THE PERMANENT REPAIR WILL BE THE RESPONSIBILITY OF THE CONTRACTOR THAT TAKES OUT THE STREET EXCAVATION PERMIT.

PARKING DATA

TOTAL PARKING STALLS PROVIDED = 119
HANDICAP ACCESSIBLE PARKING STALLS = 5
TOTAL PARKING STALLS REQUIRED = 112
1 STALL PER GUEST ROOM X 80 GUEST ROOMS = 80 STALLS
1 STALL PER 100 SQUARE FEET OF RESTAURANT SPACE X 3,200 S.F. = 32 STALLS

SITE DATA

TOTAL AREA = 3.13 ACRES, 136,127 S.F.
BUILDING AREA = 0.50 ACRES, 21,655 S.F. (15.9%)
SIDEWALK/PARKING LOT AREA = 1.67 ACRES, 72,885 S.F. (53.5%)
GREEN SPACE = 0.96 ACRES, 41,587 S.F. (30.6%)

ZONING

PUD

CONSTRUCTION CLASSIFICATION

2B, SPRINKLED

PARCEL NO.

1-1841-C-2

SITE ADDRESS

1004 BRETT FAVRE PASS GREEN BAY, WI 54304

Project information block containing: NEW HOTEL DESIGN, THE LEGACY GREEN BAY, LLC, 1004 BRETT FAVRE PASS GREEN BAY, WI 54304, and logos for Robert E. Lee and Performa Architects + Engineers.













Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.4.

Consideration with possible action on the recommendation from the Public Arts Commission for the use of \$27,000 of allocated CDBG funding for a beautification project.

BACKGROUND

\$50,000 of CDBG beautification dollars were allocated for projects in Green Bay. Three projects, bus shelter wraps, sidewalk poetry stamps, and an art piece to be located in front of the Farmory have all been approved. The balance of funding is \$27,000. The Public Arts Commission weighed in on four (4) suggested uses of the remaining dollars. The four (4) potential projects were:

1. Illuminated Green Bay sign
2. Mural near the Shipyard
3. An original sculpture or installation
4. Artistic City Bus Wraps

The PAC met on September 25 and ranked the projects in the order they would recommend completion, with #1 being the top choice. The ranking is as follows:

1. An original sculpture or art installation
2. Illuminated Green Bay sign
3. Mural near the Shipyard
4. Artistic City Bus Wraps

RECOMMENDATION

To approve the projects ranked and recommended by the PAC for use of the \$27,000 CDBG beautification projects balance.

FISCAL IMPACT

ATTACHMENTS

- I. CDBG Beautification Options I-4



City of Green Bay
Department of Community and Economic Development

Proposed CDBG Beautification Project	Option #	Available Funds
Illuminated Green Bay Sign - Landmark	I	\$27,000

Project Overview

Project #I – Illuminated Green Bay Sign.

Project #I proposes the creation of a mobile illuminated sign that will assist with promotion of Green Bay. Potential sayings for the piece may include: GB, Green Bay, Better by the Bay - Green Bay, WI, Say cheese! – Green Bay, WI

The purpose of this project will be to provide a vibrant marketing option for the city and create an identifiable landmark for the community and visitors. This project will help increase visibility of the city through social media opportunities, and provide an engaging piece for both visitors and residents alike. This project would have the option to be mobile, so it can be transported to multiple locations to keep the project fresh and exciting.

Materials: Various metals plexiglas, LED lighting elements

Duration of project: 3 – 5 years

Size Estimate: up to 10' high

Potential Location(s)

- The Shipyard
- Riverside site near the Neville Museum
- 12th and Mason
- Tank Park
- Extension of River Walk

Example Project Photos



Proposed CDBG Beautification Project

Option

Available Funds

Mural near The Shipyard site

2

\$27,000 w/ a potential match

Project Overview

Project #2 – Mural near The Shipyard site.

Project #2 proposes the creation of a mural alongside the KK Logistics warehouse that faces the future Shipyard development site. Funding match may be provided by building owners. This mural would be slated for implementation in Spring of 2020.

Potential Location(s)

- 320 S. Pearl Street

Example Project Photos





Proposed CDBG Beautification Project	Option #	Available Funds
Original Sculpture / Installation	3	\$27,000

Project Overview

Project #3 – Original Sculpture / Installation

Project #3 proposes the creation of an original sculpture/ installation that will focus on the site specific transformation of a space.

The purpose of this project will be to take an ordinary overlooked space within Green Bay and transform it into something unique and interesting. Project materials are essentially limitless, but must be able to withstand the elements for at least 6 months. Project costs may include: artist stipend, travel, installation and removal, purchase of artwork.

Materials: Unlimited (Minimum lifespan of 6 months.)

Duration of project: 6 months – 10+ years

Size Estimate: Varies.

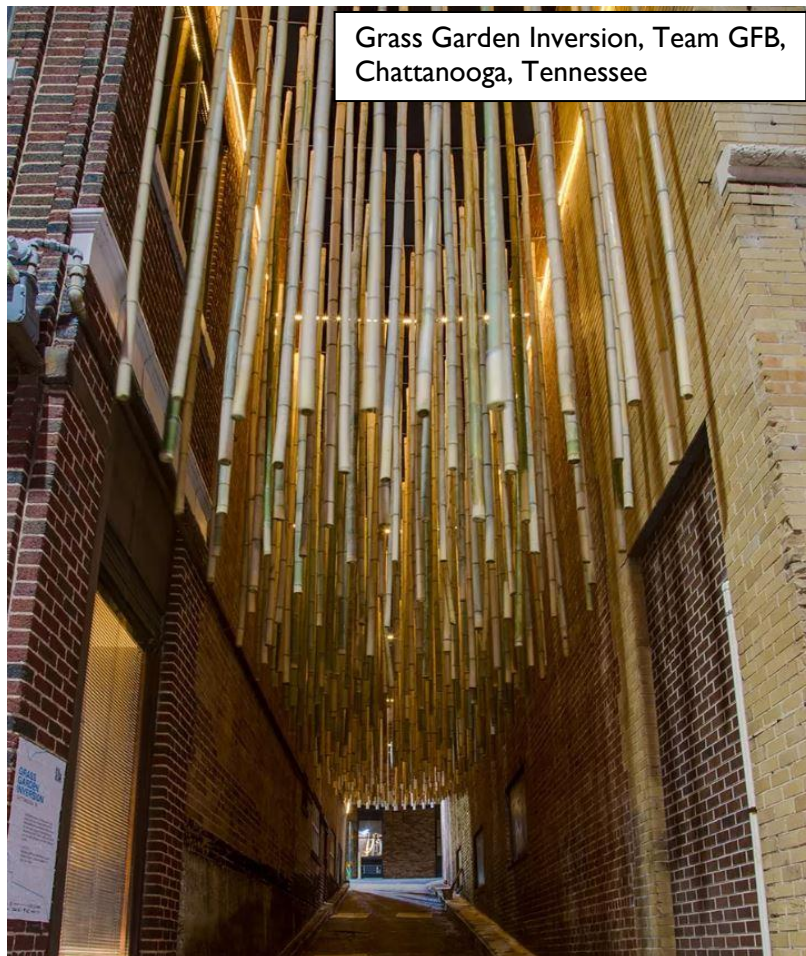
Potential Location(s)

- 12th and Mason
- Tank Park
- Extension of River Walk
- Alleyway off of Dousman St.

Example Project Photos



RedBall Project, Kurt Perschke,
Taipei.



Grass Garden Inversion, Team GFB,
Chattanooga, Tennessee

Proposed CDBG Beautification Project

Option

Available Funds

Artistic Bus Wrap

4

\$27,000

Project Overview

Project #4 – Artistic Bus Wrap.

Project #4 proposes the creation of a yearlong installation of original artwork on a not-so-original canvas – a city bus.

For this project original artwork will be selected to wrap a City bus for a term of one year. Project costs will include: a small artist stipend, materials and installation, lease of bus for 1 year. Bus selected for the project and subsequent route of the bus, to be determined by Green Bay Metro.

Materials: Digital artwork (vector format) to be printed and installed in vinyl.

Duration of project: 1 year

Size Estimate: Standard City bus

Potential Location(s)

- The wrapped bus will travel on its designated route, to be determined by Green Bay Metro.

Example Project Photos



2018 City Art Bus by Sam Gray,
Charlottesville Area Transit





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # D.5.

Consideration with possible action on Commercial Facade Improvement Grant funds to Urban Partnership Community Development Corporation for enhancements to 815 Chicago Street (Tax Parcel # 14-646).

BACKGROUND

Urban Partnership Community Development Corporation, doing business as The Farmory, has submitted a commercial facade grant application to fund improvements to 815 Chicago Street (Tax Parcel 14-646). The property is a 100-year old, 20,000 square foot building, originally used as an armory. The property became derelict over several years of being vacant.

In 2016, the building was reopened as The Farmory, a non-profit organization whose mission is to transform the building into an educational urban farm which will strengthen the community and encourage self-sufficiency through agricultural and entrepreneurial education and employment skill development. Once the building is fully renovated, the Farmory intends to operate an indoor commercial aquaponics farm and fish hatchery, employing 11 full-time employees and hosting 200 individuals per year through their workforce development program.

The project proposal includes the installation of new windows, doors, siding, exterior lighting. The majority of the improvements are being funded through a commercial loan, in-kind contributions, and a cash contribution from the Farmory/NeighborWorks. The Farmory has requested the RDA contribute the final \$30,000 needed to complete the project. The Design Review Committee has scored the application and recommends awarding \$19,800 to the applicant, which would cover 10% of the project's grant-eligible costs.

RECOMMENDATION

Approval of a \$19,800 commercial facade grant to Urban Partnership Community Development Corporation.

FISCAL IMPACT

The RDA has allocated \$50,000 in Community Development Block Grant (CDBG) funding for commercial facade or demolition grants for 2019-2020. To date, the RDA has obligated \$0 to other projects. If \$19,800 is awarded to Urban Partnership Community Development Corporation, the RDA would have \$30,200 remaining to fund additional projects in the 2019-2020 grant cycle.

ATTACHMENTS

1. 2019 Farmory Facade Grant Application_RDA
2. Proposal Rendering

City of Green Bay

Commercial Façade Improvement Program Application

A. Applicant Information

Building Owner: Neighborhood Housing Services Green Bay

Contact Name: Claire Thompson

Address: 437 S Jackson St

City/State/Zip: Green Bay, WI, 54301

Phone: (920) 593-3708

Fax:

E-Mail: claire@nwgreenbay.org

Businesses Impacted: Urban Partnership Community Development Corporation (dba The Farmory)

B. Building Information

Building Name: The Farmory

Address: 815 Chicago Street

No. of Stories: Two

No. of Primary (street facing) Facades: One

Total Square Feet: 20,000 square feet

Year Built: 1919

Approx. Market Value: Forthcoming from Bank Appraiser

Space Allocation

Retail %: 1%

Office %: 4%

Residential %: 0

Other %: 95%

C. Proposed Project

1. Describe the proposed "project" in detail. This narrative should describe the same project outlined in the financial details.

This project will complete renovations on the façade of the former Armory building, a long vacant and blighted building in the low-income Navarino Neighborhood. When complete, The Farmory will become a hub for local community building efforts, as well as become a high profile destination for AgriTourism in heart of the City of Green Bay. This grant will enable us to install the highest quality materials; Pella brand energy efficient windows, doors, long-lasting HardiBoard brand siding, and exterior lighting to restore the beauty of this 100 year old landmark building, dramatically improving the image of the neighborhood and increasing land values to neighboring properties. When completed, the building will become an indoor commercial aquaponics farm and fish hatchery and provide education, workforce development and employment opportunities to students and adults in the greater Green Bay area. Once the project is complete, The Farmory will employ eleven (11) full-time equivalent employees and host 200 individuals per year in our workforce development programs. The Farmory received in-kind donations of Pella windows and Hardiboard siding. In addition The Farmory benefitted from a social media fundraising campaign to "Clad the Farmory" which raised over \$30,000 from neighborhood residents and friends of The Farmory for the sole purpose of getting the building facade renovated. The Farmory needs assistance from the City to bring this project to completion before the end of the year, at which time The Farmory will be able to rededicate and celebrate the 100 year anniversary of the building, and commence commercial operations!

2. Project Start Date: __October, 2019__

3. Project End Date: __December, 2019__

4. Explain why Commercial Façade Improvement Funds are needed to complete the project. Would improvements be made without the assistance or to a lesser degree?

The Farmory is a nonprofit organization conducting a capital campaign to raise funds to launch our operations. To date we have raised and invested over \$920,000 in capital improvements to launch this project. However, the derelict building has impeded our ability to raise enough funds to launch our commercial earned income revenue streams. We must improve the exterior of this building to restore confidence in this building, the project and the neighborhood. Quotes to complete the exterior renovations have exceeded our budgeted amount for improvements by \$30,000, which is our ask of the City of Green Bay Facade Improvement Program. In addition, we are seeking in-kind consideration from the contractors. The façade must be restored to install confidence in community members that progress is being made and that we can complete project. Improvements to the facade of the building will be significantly stalled, or stopped altogether without Facade grant assistance.

D. Project Financing

Farmory Façade Source of Funds

\$	175,000	Commercial Loan from Wisconsin Bank & Trust
\$	30,000	City of Green Bay Façade Improvement Grant
\$	16,700	Contractor In-Kind
\$	15,000	Farmory-NeighborWorks Cash Contribution
Total	\$ 236,700	Total for Eligible and Ineligible Improvement Costs

E. Summary of Eligible Improvement Costs

Proposed Work	Contractor(s)	Finish Date	Cost Estimate
Exterior materials and installation of structural steel, building demo work, carpentry materials, building insulations, siding, sealants and windows on the street-facing front side of the building, east and west sides of the building.	Bayland Buildings, Inc.	Dec, 2019	187,020.00
Exterior Lighting: (front & sides)	NeighborWorks Green Bay	Dec, 2019	4,000.00
Total:			191,020.00

Facade Improvement Program

F. Summary of Non-Eligible Improvements

Bids for non-eligible work are not required

Proposed Non-Eligible Work	Contractor(s)	Finish Date	Cost Estimate
Exterior materials and installation of structural steel, building demo work, carpentry materials, building insulations, siding, sealants and windows on the street-facing front side of the building, east and west sides of the building.	Bayland Buildings, Inc.	Dec, 2019	20,780.00
Lighting: back of building	NeighborWorks Green Bay	Dec, 2019	\$500.00
Asphalt & walkways	NeighborWorks Green Bay	Dec, 2019	\$22,400.00
Landscaping	NeighborWorks Green Bay	Dec, 2019	\$2,000.00
Total:			\$45,680.00

Page 3

G. Application Attachments

Check if submitted. If not submitted, provide an explanation.

Yes	No	
☒	☐	Written Bids/Quotes for work to be completed. Our Neighborworks GC has garnered solid work estimates based on prevailing wage.
☒	☐	Design plan or detailed description of work to be completed.
☒	☐	Existing building photographs and renderings of finished project.
☒	☐	Letters of commitment or proof of other financing. Forthcoming from Wisconsin Bank Trust

Facade Improvement Program

H. Applicant Signature

I certify that all information contained in this document and any attachments or exhibits is true and correct to the best of my knowledge.

I understand and agree to meet and/or carry out all the program requirements as outlined by the City of Green Bay.

I authorize the City of Green Bay to research the company's history, research key individual's histories, contact respective financial institutions, obtain credit reports and perform other related activities necessary for the reasonable evaluation of this application.

Claire Thompson

Signature

9/20/19

Date

Office Use Only

Date of Application Submission

Date of Design Review Board Approval

Date of RDA Approval

Date of Permit Approval





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # D.6.

Consideration with possible action on Commercial Facade Improvement Grant funds to BeachMe, LLC for enhancements to 840 S. Broadway (Tax Parcel # 2-118).

BACKGROUND

BeachMe, LLC, doing business as Richard Craniums, has submitted a commercial facade grant application to fund improvements to 840 S. Broadway (Tax Parcel 2-118). The proposed enhancements will be made to a 119-year old, 2,750 square foot building currently operating as a bar.

The project proposal includes the installation of new windows, stone veneer and LP SmartSide siding, exterior lighting, and signage. The applicant has worked closely with staff on the design on the facade.

The grant-eligible project costs are estimated to be \$39,560. The Design Review Team has scored the application and recommends awarding \$20,769 to the applicant, which would cover 53% of the grant-eligible project cost.

RECOMMENDATION

Approval of a \$20,769 commercial facade grant to BeachMe, LLC.

FISCAL IMPACT

The RDA has allocated \$50,000 in Community Development Block Grant (CDBG) funding for commercial facade or demolition grants for 2019-2020. To date, the RDA has obligated \$0 to other projects. If \$20,769 is awarded to BeachMe, LLC, the RDA would have \$29,231 remaining to fund additional projects in the 2019-2020 grant cycle.

If both proposed projects discussed at today's meeting (Farmory and Richard Craniums) are funded as recommended, the RDA would have \$9,431 remaining for the 2019-2020 grant cycle.

ATTACHMENTS

1. Facade Grant Application REVISED 10.1.19
2. Facade Architect Layout REVISED 2019.10.01

City of Green Bay

Commercial Façade Improvement Program Application

A. Applicant Information

Building Owner: **Mjelde LLC**

SSN or Tax ID No.:

Contact Name: **Don Mjelde**

Address: **641 N Huron St.**

City/State/Zip: **De Pere, WI 54115**

Phone: **715-323-7790 (Cell)**

Fax: **N/A**

E-Mail: **donmjelde@gmail.com**

Businesses Impacted: **BeachMe, LLC dba Richard Craniums**

B. Building Information

Building Name: **Richard Craniums**

Address: **840 S. Broadway, Green Bay, WI 54304**

No. of Stories: **Two**

No. of Primary (street facing) Facades: **Two**

Total Square Feet: **approx. 2,750**

Year Built: **1900 (est.)**

Approx. Market Value: **approx. \$250,000**

Space Allocation

Retail %: **70%**

Office %: **10%**

Residential %: **0%**

Other %: **20%**

C. Proposed Project	
1. Describe the proposed "project" in detail. This narrative should describe the same project outlined in the financial details. The project will entail redevelopment of the entire perimeter of the property. The Broadway façade will encompass 4' high brick facing, using a stone veneer that will travel along the front 52' of the property. Plans are also to present the rest of the east side facade with LP SmartSide to the top. The same LP SmartSide will travel the length of the south side of the property, along 5th street. New, bigger windows will also surround the facade. The east side will improve existing windows, making some bigger, displaying (in order from north to south) 3' high x 3' wide, 5' high x 3' wide, 4' high x 4' wide, and 2 large windows installed at 3' high x 8' wide. The south side will produce 3 windows at 5' high x 3' wide, spaced along the length of the first half of the property. The addition of these windows will allow more light inside the property, and will undoubtedly improve the appearance of the property to the public. The brick, along with the SmartSide, will be extremely durable, and will be a sharp look for the location, for years to come. Finally, a new sign will be added to the front of the building.	
2. Project Start Date: 6-8 weeks after approval	3. Project End Date: approx. 1 month from start date
4. Explain why Commercial Façade Improvement Funds are needed to complete the project. Would improvements be made without the assistance or to a lesser degree? Because the degree to which the building needs to be improved, a project such as this would ultimately deplete all finances on the business side. In addition, something accomplished to a lesser degree would entail vinyl siding, no windows, and wouldn't give the appeal of what the future of this area can provide. Many years, and tens of thousands of dollars, have been spent in the past to develop the appearance of the inside of the property. A project of this magnitude is needed to refrain from this building from being a 'blighted' property in the area, instead making it a welcome eyesight to the future Shipyard development.	

D. Project Financing
Reimbursement shall be limited to no more than 75% of the total cost of eligible improvements, not to exceed the amount awarded by the Redevelopment Authority. The City of Green Bay requires proof of payment before reimbursement. Project must begin within 3 months of approval date and must be completed 9 months after the Project Begins.

Facade Improvement Program

E. Summary of Eligible Improvement Costs			
Proposed Work	Contractor(s)	Finish Date	Cost Estimate
Stone and LP Siding(East/South)	Exterior Solutions	Nov. 2019	\$21,392.00
Windows	Exterior Solutions	Nov. 2019	\$6,400.00
Concrete	Kurt Olson Concrete	Nov. 2019	\$1,350.00
Outdoor Sign	Creative Signs	Nov. 2019	10,418.13
Total:			\$39,560.13

F. Summary of Non-Eligible Improvements			
Bids for non-eligible work are not required			
Proposed Non-Eligible Work	Contractor(s)	Finish Date	Cost Estimate
LP SmartSiding (West/North)	Exterior Solutions	Oct. 2019	\$12,600.00
Total:			\$12,600.00

G. Application Attachments

Check if submitted. If not submitted, provide an explanation.

Yes	No	
☒ YES	☐	Written Bids/Quotes for work to be completed.
☐ YES	☐	Design plan or detailed description of work to be completed.
☐ YES	☐	Existing building photographs and renderings of finished project.
☐ YES	☐	Letters of commitment or proof of other financing.

H. Applicant Signature

I certify that all information contained in this document and any attachments or exhibits is true and correct to the best of my knowledge.

I understand and agree to meet and/or carry out all the program requirements as outlined by the City of Green Bay.

I authorize the City of Green Bay to research the company's history, research key individual's histories, contact respective financial institutions, obtain credit reports and perform other related activities necessary for the reasonable evaluation of this application.

Signature

Date

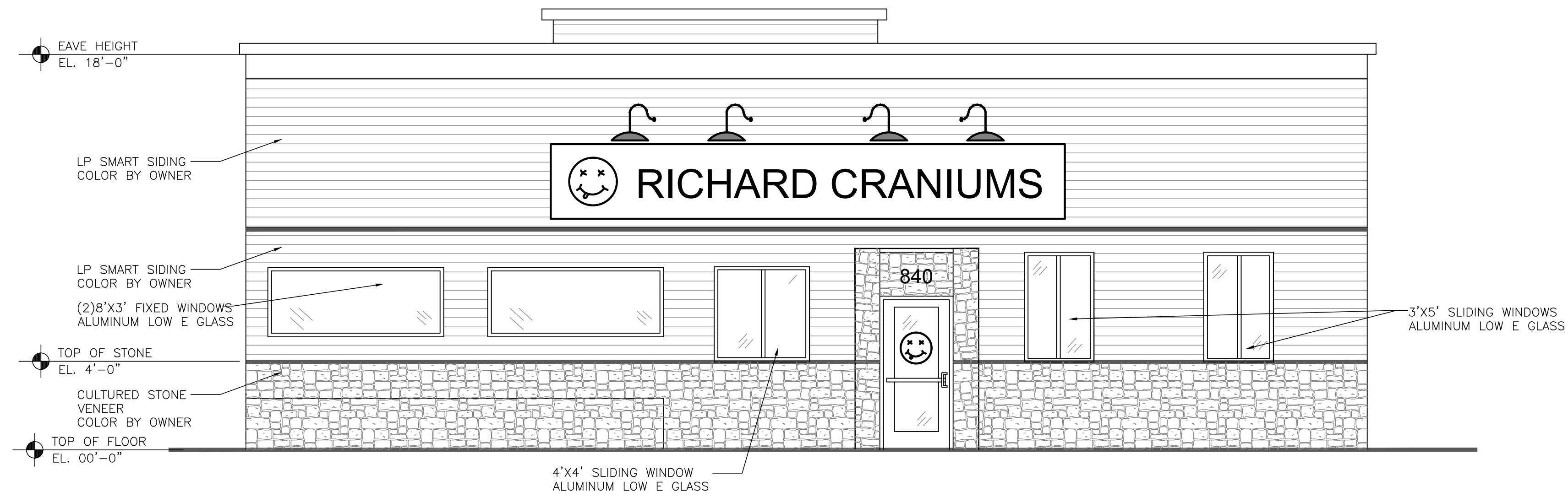
Office Use Only

Date of Application Submission

Date of Design Review Board Approval

Date of RDA Approval

Date of Permit Approval



3
X EAST ELEVATION
SCALE: 1/4"=1'-0"



4
X SOUTH ELEVATION
SCALE: 1/4"=1'-0"

NOTE:
ALTHOUGH EVERY
EFFORT HAS BEEN MADE
IN PREPARING THESE
PLANS AND CHECKING
THEM FOR ACCURACY,
THE CONTRACTOR MUST
CHECK ALL DETAILS &
DIMENSIONS AND BE
RESPONSIBLE FOR THE
SAME

RICHARD CRANIUMS
840 S. BROADWAY AVE.
GREEN BAY, WISCONSIN

BAY ARCHITECTS, L L C

901 PARKVIEW RD.
GREEN BAY, WI 54304

PHONE: 920-337-9400
FAX: 920-337-9416

DATE 8.29.31

FILE -

JOB NO.

3



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.7.

Consideration with possible action on the acquisition of 1489 E. Mason Street (Tax Parcel 17-940) using Community Development Block Grant funds.

BACKGROUND

Staff has been working with our realtor to negotiate a price for the property with the current owner. This property is located on the west bank of the East River, next to Meyer Park. The structure on the property is a one bedroom, one bath house. It has been used as a rental property and was recently listed for sale. Upon acquisition, the house will be demolished and the land will be deeded to the Parks Department for expansion of Meyer Park.

RECOMMENDATION

Approve the acquisition of 1489 E. Mason Street (Tax Parcel 17-940) using Community Development Block Grant funds.

FISCAL IMPACT

Staff has an accepted offer on the property for \$48,800.00. Demolition costs are estimated to be around \$8,000.00.

ATTACHMENTS

- I. 1489 E Mason Report Info

1489 East Mason Street



Property Information:

Parcel ID 17-940
Lot Size.....53' x 117'
Building SF..... 636 SF
Structure to be demolished
Zoning.....Residential One

Current Tax Information:

Land Value..... \$11,800
Improvement Value \$42,000
Total Assessed \$53,800



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.8.

Consideration with possible action on the acquisition of 840 13th Avenue (Tax Parcel 2-552) using Community Development Block Grant funds.

BACKGROUND

Staff has been working with our realtor to negotiate a price for the property with the current owner. The structure on the property is a two bedroom, one bath house on a crawl space. The interior has not been maintained and has no architectural character. The house will be demolished upon purchase and Staff will be seeking new, single family, owner-occupied construction on the property by working with one of our local non-profit developers or by using additional funds to build on our own. The RDA currently has a contract with a builder to construct 1-2 new homes on RDA lots each year for the next 3 years.

RECOMMENDATION

Approve the acquisition of 840 13th Avenue (Tax Parcel 2-552) for \$49,900.00 using Community Development Block Grant funds..

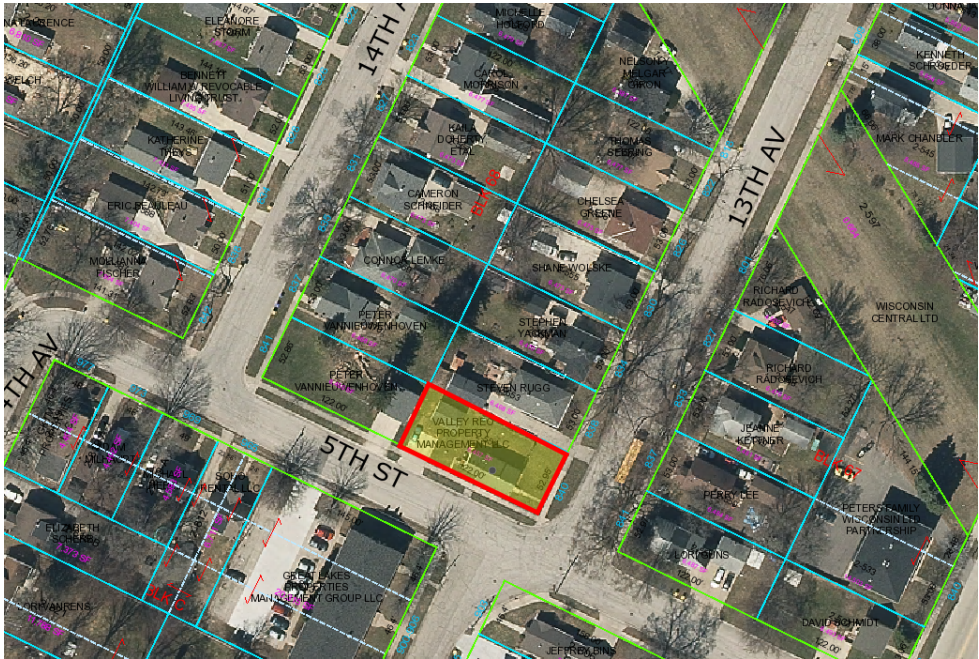
FISCAL IMPACT

Staff has an accepted offer on the property for \$49,900.00. Demolition costs are estimated to be around \$8,000.00.

ATTACHMENTS

- I. 840 13th Report Info

840 13th Avenue



Property Information:

Parcel ID 2-552
Lot Size.....53' x 122'
Building SF..... 784 SF
Structure to be demolished
Zoning.....Residential One

Current Tax Information:

Land Value..... \$15,400
Improvement Value \$45,200
Total Assessed \$60,600



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # D.9.

Consideration with possible action on the acquisition of 1227 and 1231 S. Greenwood Avenue (Tax Parcels I-606 & I-607) using Neighborhood Enhancement funds.

BACKGROUND

Staff has been working with our realtor to negotiate a price for the property with the current owner. This acquisition includes two buildable lots. The main structure on the property is a two bedroom, one bath house on a slab. The interior has not been maintained and has no architectural character. The house and garage will be demolished upon purchase. Staff will be seeking new, single family, owner-occupied construction on the property. Both lots will be offered as part of the New Homes in Your Neighborhood program.

RECOMMENDATION

Approve the acquisition of 1227 and 1231 S. Greenwood Avenue (Tax Parcels I-606 & I-607) using Neighborhood Enhancement funds.

FISCAL IMPACT

Staff has an accepted offer on the property for \$49,900.00. Demolition costs are estimated to be around \$10,000.00.

ATTACHMENTS

- I. 1227-1231 S Greenwood Report Info

1227 & 1231 South Greenwood Avenue



Property Information:

Parcel ID I-606 & I-607
Lot Size.....84' x 120'
Building SF..... 1,130 SF
Structure to be demolished
Zoning.....Residential One

Current Tax Information:

Land Value..... \$24,400
Improvement Value \$67,900
Total Assessed \$92,300



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.10.

Consideration with possible action on a development agreement with Ken Rovinski for the property located at 520 Hubbard Street (Tax Parcel 4-96) under the New Homes in Your Neighborhood program.

BACKGROUND

This property was acquired from On Broadway for \$9,000.00. It is a vacant lot that is across the street from two other properties the RDA has had redevelopment involvement. It was purchased because it is a buildable lot and will allow us to continue the redevelopment efforts in this area. The property has been advertised on the City website under the New Homes in Your Neighborhood (NHIYN) program since July of this year. Ken Rovinski submitted an application for the program. Upon completion of the project, the home will be owner-occupied. The applicant has submitted an appropriate building plan suitable for this site. He plans on breaking ground this fall and occupying it as soon as it is completed.

The applicant is seeking the \$25,000 NHIYN grant and will be leveraging \$160,000.00 of his own funds for the construction.

Ken Rovinski is an employee with the City so I reviewed this project with the Law Dept. It was approved with the conditions that the applicant has no involvement with the administration or approvals of this project. The applicant has not.

RECOMMENDATION

Approve a development agreement with Ken Rovinski for the property located at 520 Hubbard Street (Tax Parcel 4-96) using \$25,000.00 of Neighborhood Enhancement Funds.

FISCAL IMPACT

ATTACHMENTS

1. NHIYN 19-06 - Rovinski Preliminary Plan
2. NHIYN 19-06 - Rovinski Planning Option
3. 520 Hubbard Report Info



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

SQUARE FOOTAGE:	
FIRST FLOOR:	767
SECOND FLOOR:	752
FINISHED BASEMENT:	T.B.D.
COVERED PORCH:	132

CUSTOM DESIGNED FOR: LEMENSE QUALITY HOMES

JOB NAME: KEN ROVINSKI RESIDENCE		REVISIONS:	
DATE: 10-1-19			
DRAWN BY: MJK			
PLAN #:			

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

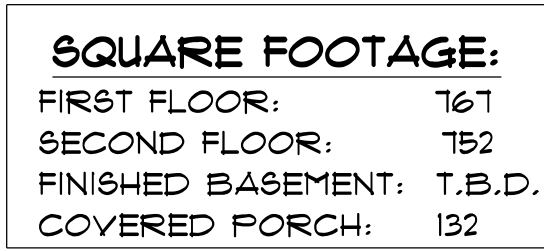
• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

OFFICE:
11930 LARSEN ROAD
GREEN BAY, WI 54303
PHONE (920)456-5080
FAX (920)454-9570

COMPONENTS:
1715 MORRIS TERRACE
GREEN BAY, WI 54303
PHONE (920)456-5054
FAX (920)456-1215

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54301-0001

Wisconsin
BUILDING SUPPLY

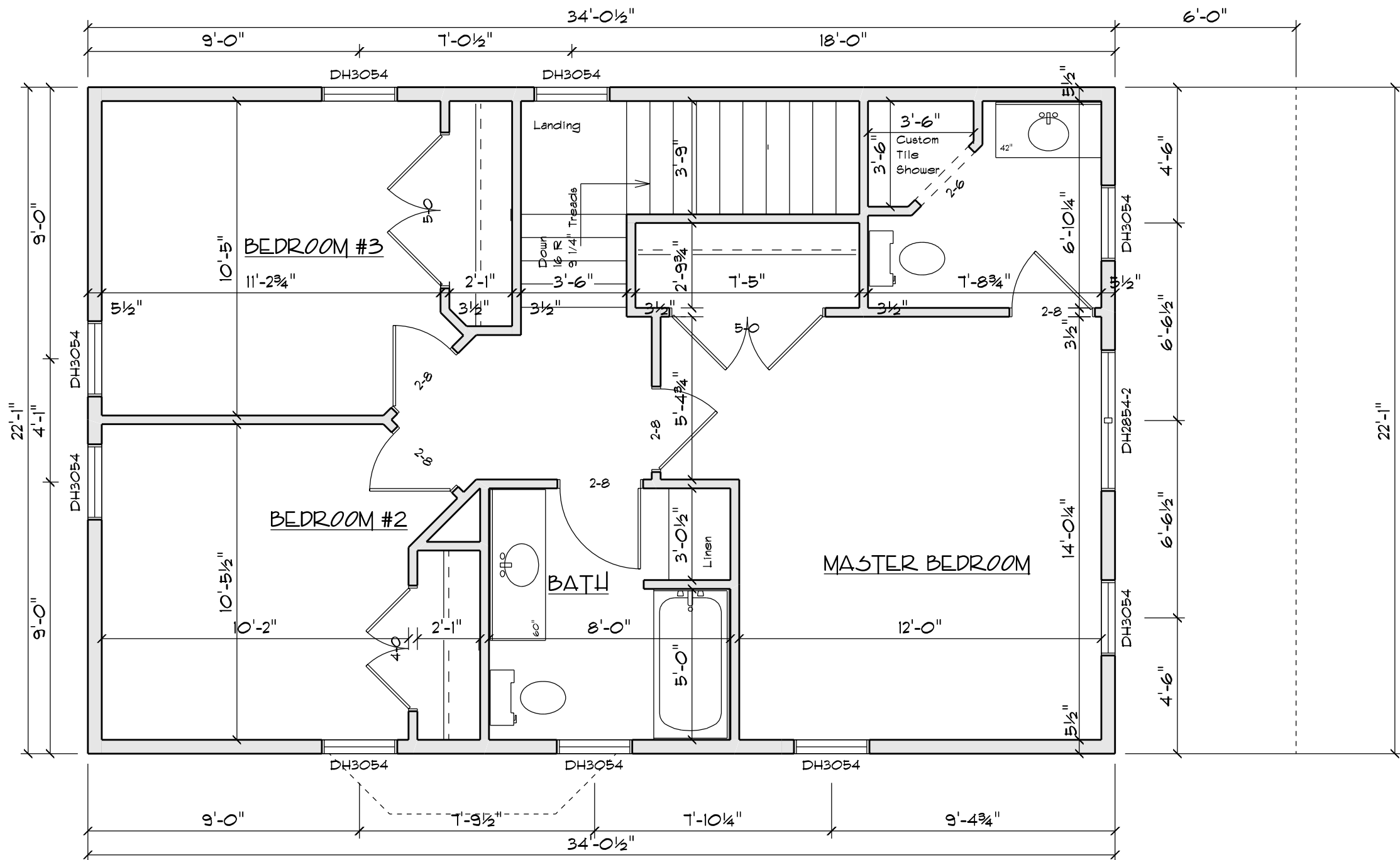


SCALE: 1/4" = 1'-0"

• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

TABLE

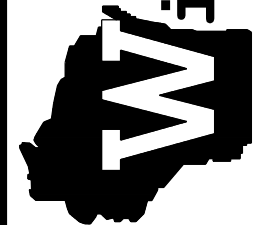
19-444-T



SQUARE FOOTAGE:	
FIRST FLOOR:	767
SECOND FLOOR:	752
FINISHED BASEMENT:	T.B.D.
COVERED PORCH:	132

SECOND FLOOR

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



MAILING ADDRESS:

11930 LARGEN ROAD
GREEN BAY, WI 54303
PHONE (920)436-5080
FAX (920)434-9570

COMPONENTS:

1745 MORaine TERRACE
GREEN BAY, WI 54303
PHONE (920)436-5034
FAX (920)436-1215

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: LEMENSE QUALITY HOMES	
JOB NAME: KEN ROVINSKI RESIDENCE	
DATE: 10-1-19	REVISIONS:
DRAWN BY: MJK	
PLAN #:	
19-444-T	

PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND KENNETH ROVINSKI
FOR
520 HUBBARD STREET

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Kenneth Rovinski (hereinafter called "DEVELOPER") on September 23, 2019;

WHEREAS, 520 Hubbard St. and legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of inducing private enterprise to construct a new single-family house, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER has requested permission to plan for the proposed construction of a single family, single story home with detached garage as proposed in the attached proposal marked Exhibit "B" (hereinafter the "Project") on the RDA Site; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the RDA and DEVELOPER as follows:

- I. EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the RDA the sum of \$500 (five hundred dollars) for the granting of formal planning rights as set out herein for a period of sixty (60) days from the 25th day of September 2019 to the 24th day of November, 2019. One thirty (30) day extension may be granted.
- II. DUE DILIGENCE. The RDA, during the period of the Agreement, or any extension thereof, shall provide that the RDA Site shall not be conveyed to any other legal entity. The RDA agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.
- III. DEVELOPMENT AGREEMENT. That in the event the RDA and the DEVELOPER enter into a development agreement for the site, all fees paid to the RDA by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER. The RDA shall deed the RDA Site to the DEVELOPER, subject to terms and conditions of the Neighborhood Enhancement Program. In the event that the RDA and the DEVELOPER fail to enter into a development agreement for the development of the RDA Site, this Agreement shall become null and void. The fees paid to the RDA will be retained and not refunded to the DEVELOPER.
- IV. OBLIGATIONS. That the RDA shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner.
- V. OWNERSHIP. That throughout the period of the planning option, the RDA shall maintain complete ownership and use of the property.
- VI. MISCELLANEOUS PROVISIONS.
 - A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located

thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

- B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall 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.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the RDA \$10,000 as damages for their action.
- F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

- H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to, upon execution of a development agreement, purchase the premises as is and where is.
- J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Kenneth Rovinski Owner
645 Clay St.
Green Bay, WI 54301

TO RDA: Kevin Vonck, Secretary
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

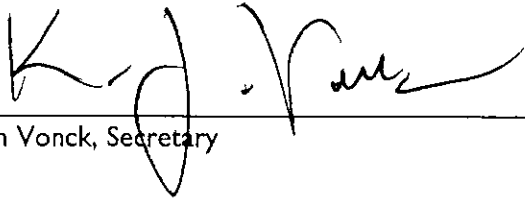
- L. NONMERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective

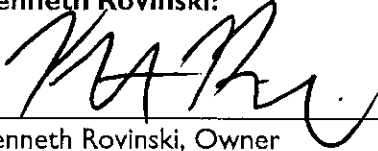
as of the date first written above.

Redevelopment Authority of the City of Green Bay

A handwritten signature in black ink, appearing to read 'Kevin Vonck', written over a horizontal line.

Kevin Vonck, Secretary

Kenneth Rovinski:

A handwritten signature in black ink, appearing to read 'Kenneth Rovinski', written over a horizontal line.

Kenneth Rovinski, Owner

THIS INSTRUMENT WAS DRAFTED BY

Cheryl Renier-Wigg

Redevelopment Authority of the City of Green Bay

EXHIBIT A
Legal Description of the RDA Site

Parcel Number: 520 Hubbard

Legal Description:

Lot One Hundred and Four (104) , according to the recorded Plat of Dousman's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

EXHIBIT B
See attached application for 520 Hubbard

Date Received: _____
Option Awarded: _____
Payment Received: _____
(For Office Use Only)



NEW HOMES IN YOUR NEIGHBORHOOD PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PLANNING OPTION APPLICATION FORM

Name/Company Kenneth J. Rovinski, Jr.

Current Address 645 S. Clay Street, Green Bay, WI 54301

Telephone Number (Home) 920-544-1809 (Work) 920-448-3354

Email krovi946@yahoo.com

Source of funding (provide proof of available funds w/ application) Construction loan

Estimated amount of investment \$ \$180,000

Address of chosen RDA parcel 520 Hubbard Street

Briefly describe the project. Provide preliminary plans. Looking to build a 1,500 SF, two story, 3 bedroom, 2.5 bath home with detached garage and basement with egress window and stubbed in plumbing. The design is based off of the Chicago design provided in the City of Green Bay New Home Construction design book. The footprint of the building will be the same as the Chicago design but the interior layout, roof and exterior cladding will be different to fit the neighborhood. Construction can begin mid October and will be occupied by March 2020. The preliminary plan and rendering are attached. LeMense Quality Homes has been selected as the builder. They are currently using this program at 927 N. Broadway.

Will you be able to start construction in the next 6 months? ☒ Yes / No (circle one)

Will you be occupying the house? ☒ Yes / No (circle one)

IF NO,

Will this home be sold for owner occupancy? Yes / No (circle one)

I certify that I have received a copy of the "New Homes in Your Neighborhood Grant Program Guidelines" and understand and accept the "Guidelines" as the basis for acceptance into the Program.

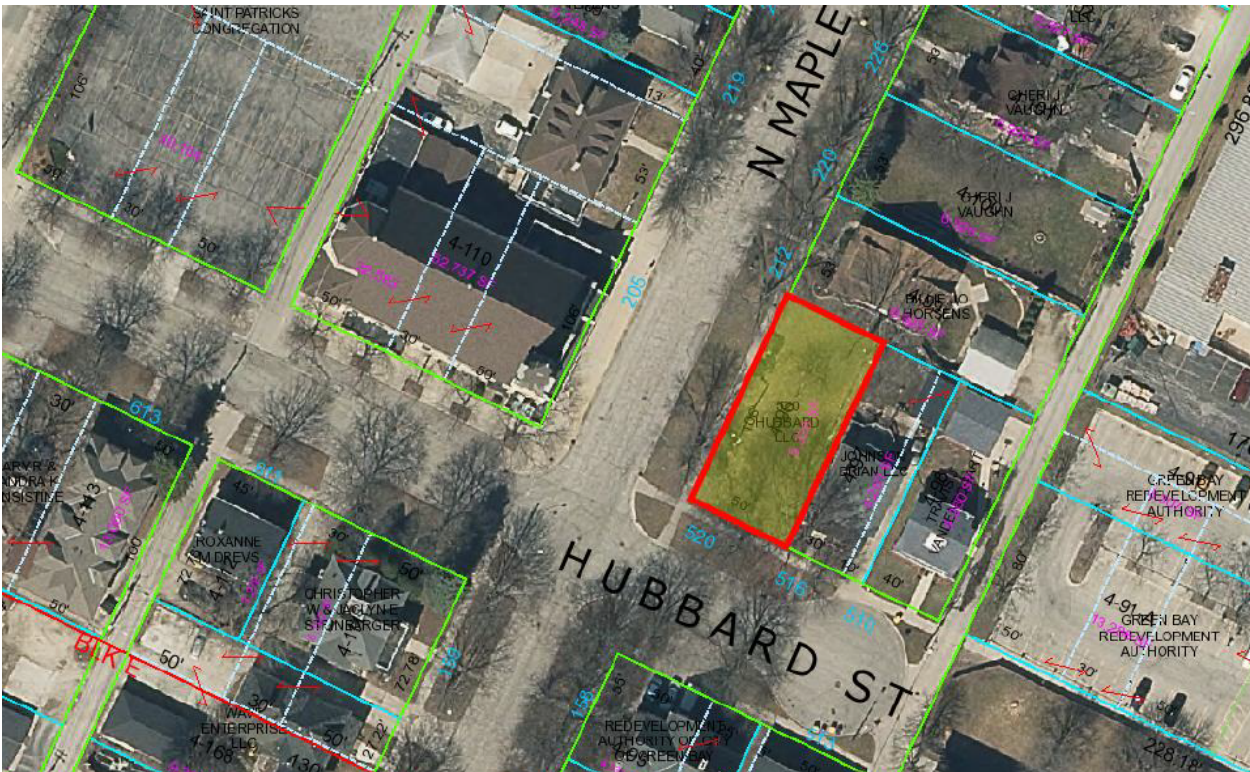
Signature

9-16-19
Date

Signature

Date

520 Hubbard Street





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.I.

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2019
2. Check Register

Redevelopment Authority
Financial Report
CDBG
9/30/2019

	2019 Budget	2018 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	150,000.00	200,300.00	-	112,162.23	113,131.21	125,006.56
Public Works Improvements	150,000.00	207,281.41	-	-	295,714.18	61,567.23
Public Service	108,500.00	62,408.97	-	39,793.83	-	131,115.14
Fair Housing	20,000.00	23,750.00	-	15,950.00	-	27,800.00
CDBG Eligible Areas	207,052.00	278,167.35	133,037.60	185,649.07	10,970.09	421,637.79
CDBG Eligible Areas-Beautificatio/Art	25,000.00	50,000.00	-	16,381.00	225.00	58,394.00
CDBG Eligible Areas-Lead Lines	-	25,000.00	-	-	-	25,000.00
Economic Development	100,000.00	88,084.39	287,371.85	85,000.00	-	390,456.24
ED Blight Elimination-Walnut Street	-	89,904.86	-	4,379.50	-	85,525.36
ED Façade & Demo Loans	50,000.00	50,000.00	-	15,878.50	21,796.50	62,325.00
Administration	202,638.00	150,810.40	-	124,855.33	-	228,593.07
	\$ 1,013,190.00	\$ 1,225,707.38	\$ 420,409.45	\$ 600,049.46	\$ 441,836.98	\$ 1,617,420.39

Redevelopment Authority
Financial Report
HOME
9/30/2019

	2019 Budget	2018 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	350,881.55	112,707.65	200,167.83	148,782.72	264,638.65
Housing Development Projects	117,510.00	475,599.96	-	168,075.00	223,517.00	201,517.96
CHDO Projects	100,000.00	4,615.63	14,824.72	4,615.63	-	114,824.72
Downpayment Closing Cost Assistance	100,000.00	100,000.00	-	60,000.00	-	140,000.00
Administration	51,945.00	52,575.56	14,170.26	62,314.77	-	56,376.05
	\$ 519,455.00	\$ 983,672.70	\$ 141,702.63	\$ 495,173.23	\$ 372,299.72	\$ 777,357.38

City of Green Bay RDA
Check Register
30-Sep

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
21089	09/16/2019	ENVIRONMENTAL HAZARDS SERVICES, LLC	40.00
21090	09/16/2019	WISCONSIN PUBLIC SERVICE CORPORATION	181.13
21091	09/16/2019	LIBERTY TITLE & ABSTRACT INC.	43,917.75
21092	09/16/2019	CHRISTOPHER BULIK	472.00
21093	09/16/2019	JONATHAN ROSE	893.50
21094	09/27/2019	JOHN V BOMSKI SR	19,459.00
21095	09/27/2019	CITY OF GREEN BAY	40,822.44
21096	09/27/2019	CITY OF GREEN BAY	480.00
21097	09/27/2019	WISCONSIN MEDIA	347.06
21098	09/27/2019	BROWN COUNTY REGISTER OF DEEDS	90.00
21099	09/27/2019	SHEFCHIK INC.	6,511.00
21100	09/27/2019	TRANS UNION, LLC	40.00
21101	09/27/2019	THE REMODEL SHOP	13,177.50
21102	09/27/2019	GAMETIME	1,682.23
21103	09/27/2019	WEST AVE LLC.	2,000.00
21104	09/27/2019	RICCI BOSLEY	8,578.50
21105	09/27/2019	SHERRIL A. BAIERL	200.00
21106	09/27/2019	TAMARA MCLEAN	400.00
21107	09/27/2019	DEVIN PATRICK MORRISROE	200.00
21108	09/27/2019	ALEXIS ARNOLD	200.00
21109	09/27/2019	HARMONY HILL	400.00
21110	09/27/2019	LINDSEY NEU	200.00
21111	09/27/2019	PETER KOURY	400.00
21112	09/27/2019	FRIAR HOUSE FLATS, LLC	85,000.00
			225,692.11