



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, DECEMBER 14, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Brighid Riordan.
Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the December 14, 2021, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the November 9, 2021 and November 18, 2021, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action on a revised development agreement for tax increment finance assistance for a redevelopment project located at 419 Donald Driver Way (Parcel 5-1772) also known as the Fort at the Rail Yard.
2. Consideration with possible action to approve a 30-day extension of planning option with Maker Solutions for a four-plex townhouse development at 115 S. Van Buren Street.
3. Consideration with possible action on a Memorandum of Understanding (MOU) between the RDA, the City and On Broadway regarding management of Leicht Park facilities, coordination

of events at Leicht Park, and investment in public improvements at Leicht Park and on North Broadway using TID 5 funds.

F. Informational.

1. Update on Housing Study.
2. Financial report and check register.
3. Director's report and project updates.
 - a. Additional information on the Stantec change order in the amount of \$285,000 for Phase I design services.
 - b. Additional information on the award of "Architectural & Engineering Services for Leicht Memorial Park Master Planning, Shelter & Stage" to ISG for \$149,100.
4. Next Regular Meeting: January 11, 2022 at 1:30 PM

G. 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.

Virtual Meeting Instructions



Redevelopment Authority

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Meeting ID: 831 8804 4732

Password: 084117

One tap mobile

+13017158592,,83188044732# US (Germantown)

+13126266799,,83188044732# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732

Password: 084117

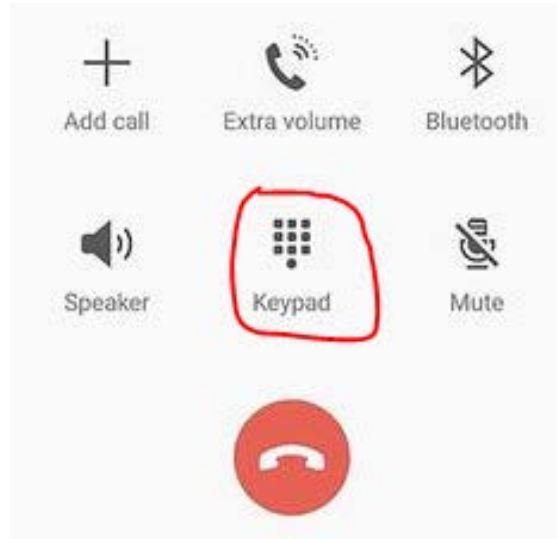
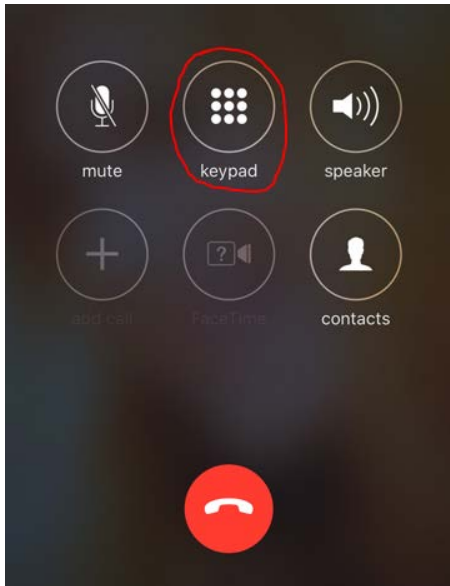
Find your local number: <https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Additional Information

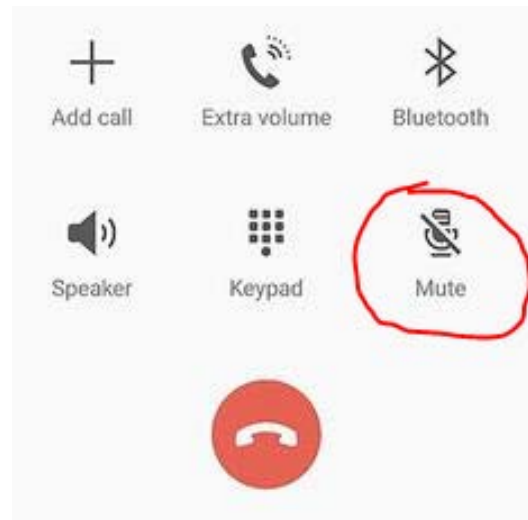
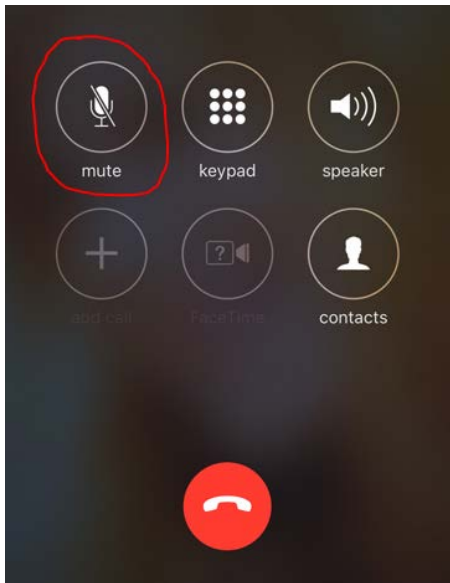
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





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

MEETING DATE

December 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action on a revised development agreement for tax increment finance assistance for a redevelopment project located at 419 Donald Driver Way (Parcel 5-1772) also known as the Fort at the Rail Yard.

BACKGROUND

The proposed changes in this project were previously presented to the RDA at their meeting on November 18th. The project has changed from 225 market rate units to 233 units with 80% being workforce housing (60% of area median income) and 20% market rate units. The project has been awarded WHEDA tax credits based on this proposed unit mix. The uses on the first floor have changed from 7,000 s.f. of commercial retail and office space to 1,300 s.f. of office use with common space amenities and walk-out residential units.

Staff has noted that the proposed unit mix is consistent with the City's Housing Market Study completed in 2020.

Staff previously presented several conditions for RDA consideration, which included:

- Adjustment of the unit mix was determined to not be feasible with the Developer's approved financing.
- Approval of an amended PUD zoning is being considered by the Plan Commission on December 13th, and the City Council on December 21st.
- Revisions to the payment schedule were determined to not be feasible with DDL Holdings or the Developer.
- An updated list and schedule of remaining public improvements has been added to the overall deadlines for submittals for approval.
- Several expectations regarding property management and maintenance, and requiring meetings with the surrounding neighborhood to address any issues that may arise have been added. A copy of the standard rental lease agreement is being recommended to be added as an exhibit to the agreement.
- RDA approval of actual interior finishes.

The overall financial assistance structure has not changed, including the \$21 million valuation guarantee.

The Developer did hold a public informational meeting on December 2nd.

Staff has forwarded this draft agreement to the City Attorney for review and comment, as well as the Developer, and will bring forward any additional edits for discussion at the RDA meeting.

RECOMMENDATION

Approval of the development agreement as presented, subject to final review by the City Attorney, and forward on the City Council for their consideration.

FISCAL IMPACT

No immediate impacts. Staff notes that due to the delay in the project there is one less year of increment available for the project and the TID overall. Because the project is now an affordable housing project, it is likely to be assessed at a lower value than a market rate project, however the guaranteed value remains the same. The likelihood that additional increment could be generated beyond the guarantee is lessened by the change in the project.

ATTACHMENTS

- I. Rail Yard Fort Development Agreement 2021 RDA Draft



City of Green Bay
Department of Community and Economic Development

AMENDED DEVELOPMENT AGREEMENT 21-07

TWG 2 @ THE RAIL YARD

This Development Agreement is made this _____ day of _____, 2021,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) 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 includes the construction of a new five (5)-story mixed residential structure, with two hundred ~~twenty-five (225)~~thirty-three (233) units broken out as follows:

1. One hundred and twenty-one (121) units of one (1)-bedroom rental units for residents at 60% of the area median income (AMI)
2. Thirty (30) units of one (1)-bedroom rental units at market rates.
3. Sixty-six (66) units of two (2)-bedroom rental units at residents at 60% of the area median income (AMI)
4. Sixteen (16) units of two (2)-bedroom rental units at market rates,
5. Approximately 1,700 s.f. of commercial office on the first floor and other common space amenities like co-working space, community kitchen, and community gathering spaces along Broadway and walk out access to residential units on Kellogg Street.

- C. The Proposed Project improvements are 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 one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty-five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty-five thousand, seventy dollars (\$35,070.00) 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. Thirteen thousand, seven hundred twenty-five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) 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. One hundred ninety-two thousand, one hundred fifty dollars (\$192,150.00) 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 City has included the Property within Tax Increment District No. Fourteen (14) (the “TID”), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and

5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
 - P. "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.
 - Q. "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.
 - R. "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.
 - S. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
 - T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
 - U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Development Agreement 17-02 (RailYard: North).
 - a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
 - b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00). Such Future

Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.

- c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty-one million dollars (\$21,000,000.00) within twenty-four (24) months of the Future Project Grant award.
- d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

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

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:
 - (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
- e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment

determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.

- f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City, Developer, and DDL Holdings, LLC shall amend this Agreement to provide for alternative incentive in an amount equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project.

3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
- c) Any other activity specifically approved by the City or RDA.

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

- 1. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation,

and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

- E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

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

- A. Concept Plan. Prior to ~~June 30, 2020~~ February 1, 2022, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the “DDL Agreement”), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

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

- B. Construction Documents. Prior to ~~June 30, 2020~~ March 1, 2022, 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~~ actual samples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to ~~June 30, 2020~~March 1, 2022, 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 thirty million dollars (\$30,000,000.00) in “hard” construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; 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. Any proposed change in the unit count of units tied to income requirements during the life of the TID must be approved by the RDA. As the RDA considers additional residential development and the appropriate mix of unit types and rents within a half mile of this project, the unit mix for this project shall be considered as committed and shall be considered as such when evaluating the appropriate mix of residential units in future projects.

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.

2.3. Approval of a revised Planned Unit Development zoning as reviewed by the Plan Commission and approved by the City Council that allows increased residential uses and decreased commercial uses on the first floor compared to the previously approved project.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than March 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than March 1, 2022, 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 March 1, 2022, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 30, 2020. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- L.M. Updated List of Public Improvements and Schedule of Construction. Developer shall work with DDL Holdings to submit a list of remaining public improvements yet to be installed in the overall

Rail Yard site by March 1, 2022. This list of public improvements should identify those public improvements specifically related to the Developer's project, and those related to the remainder of the build out of the Rail Yard. Each public improvement should have an updated cost estimate and projected schedule. The final design, construction and schedule of these public improvements is subject to the approval of the Department of Public Works.

M.N. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

N.O. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

O.P. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

P.Q. 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 without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability partnership or limited partnership) which shares common ownership with TWG Development, LLC. 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.

R. 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.

S. Commitment to Effective Property Management. Developer agrees to the following with regards to maintaining the property through the life of the TID:

1. Developer agrees to fairly, consistently and thoroughly implement tenant screening procedures consistent with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.). A copy of the standard lease utilized by the Developer is attached as Exhibit E.
2. Developer agrees to promptly address any tenant issues in accordance with executed leases procedures consistent with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.).
3. Developer agrees to maintain the property in compliance with all applicable City ordinances and codes, and promptly correct any violations and pay any fines within 30 days.
4. Developer agrees to grant access to the common areas of the project for purposes of inspection upon request of the City, and to coordinate access for individually rented units with the lease holder as needed and in compliance with State of Wisconsin statutes, federal law and any other requirements of applicable public financing entities (i.e. WHEDA, HUD, etc.).
- Q5. Developer agrees to participate in meetings as requested by DDL Holdings, On Broadway, Inc., and/or the City of Green Bay to address any potential concerns of businesses and residents within a half-mile of the project.

R.T. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic

substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

S.U. 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.

T.V. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether

asserted by a third party or by a party to this Agreement (hereinafter “Losses”), directly or indirectly, arising out of, resulting from or in any way connected with:

- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer’s obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer’s failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer’s indemnification obligations to the City, RDA and DDL Holdings, LLC unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer’s expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer’s prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall

pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.

- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a

Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

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

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

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

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

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

 Attention: Brent M. Weycker
 340 N. Broadway, Suite 460
 Green Bay, WI 54303

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 5

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

DEVELOPER:
TWG Development, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

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

*

Notary Public, _____ County, Indiana
My Commission Expires _____

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

By: Eric Genrich, Mayor

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

* _____
 Notary Public, _____ County, Wisconsin
 My Commission Expires _____

Signature page 3 of 5

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 4 of 5

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

DDL HOLDINGS, LLC

By: _____
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 5 of 5

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

DDL HOLDINGS, LLC

By: _____
Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A

Property Map

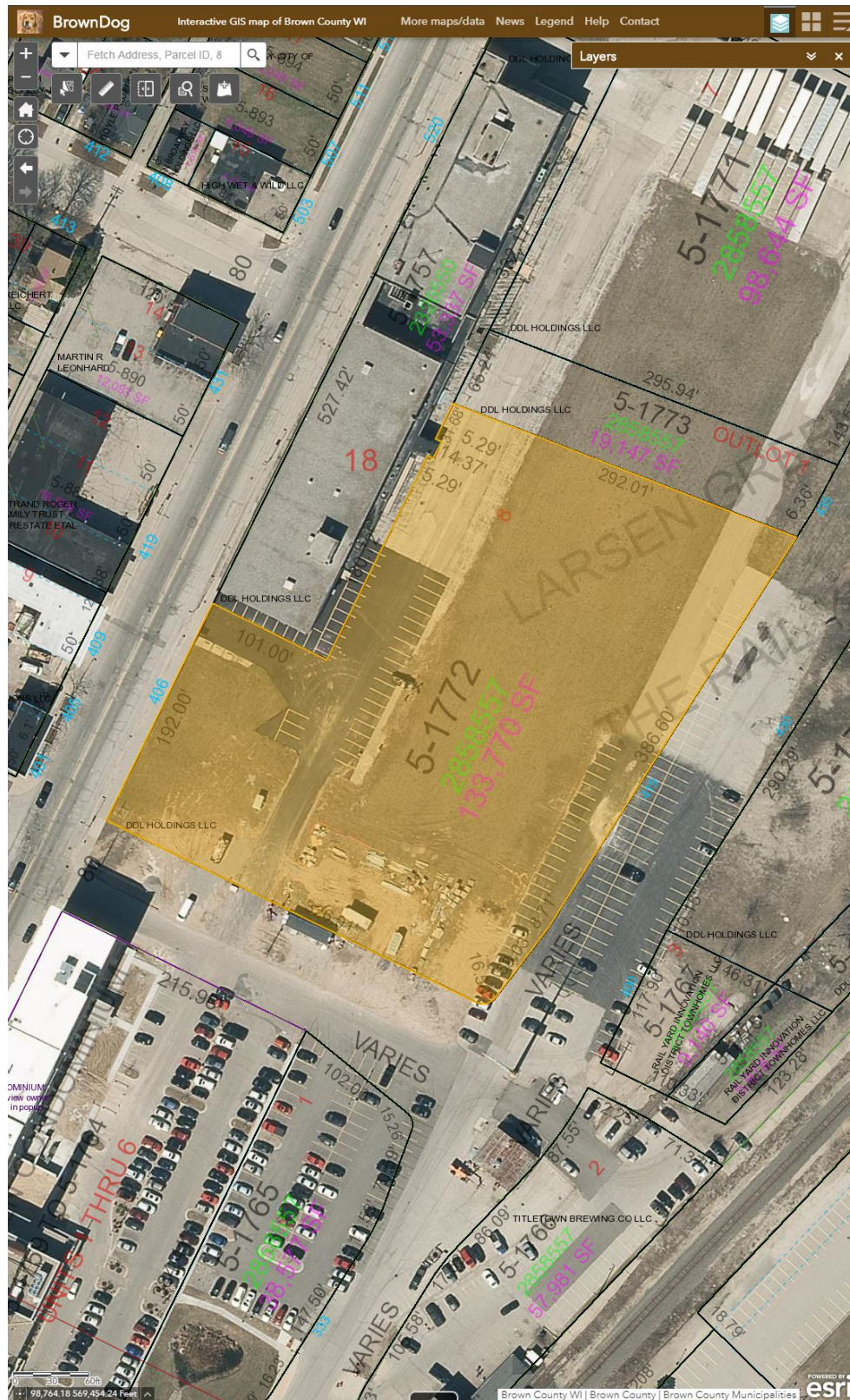


EXHIBIT B
Legal Description
LOT 8 THE RAIL YARD

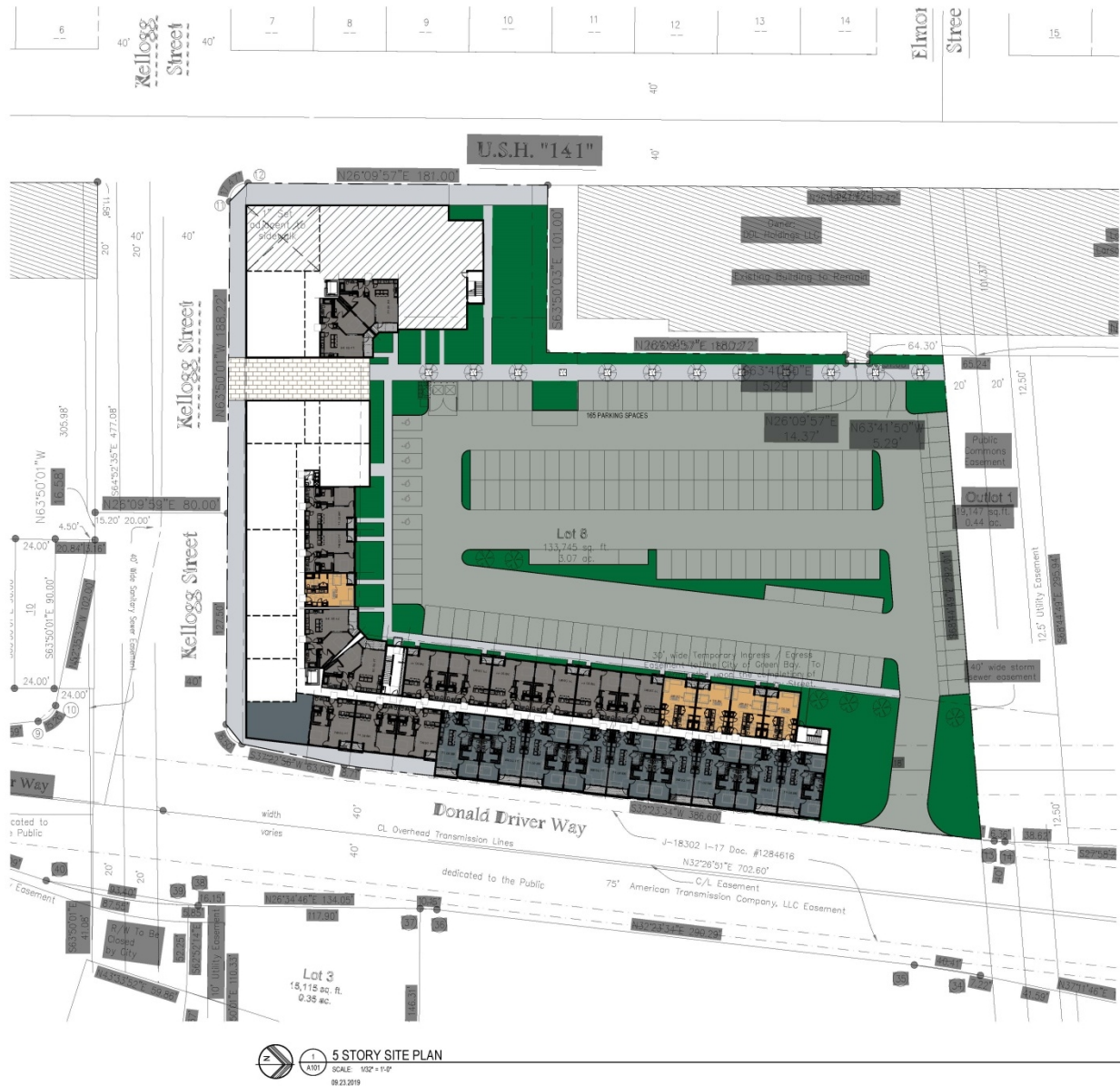
EXHIBIT C
Preliminary Concept Plan

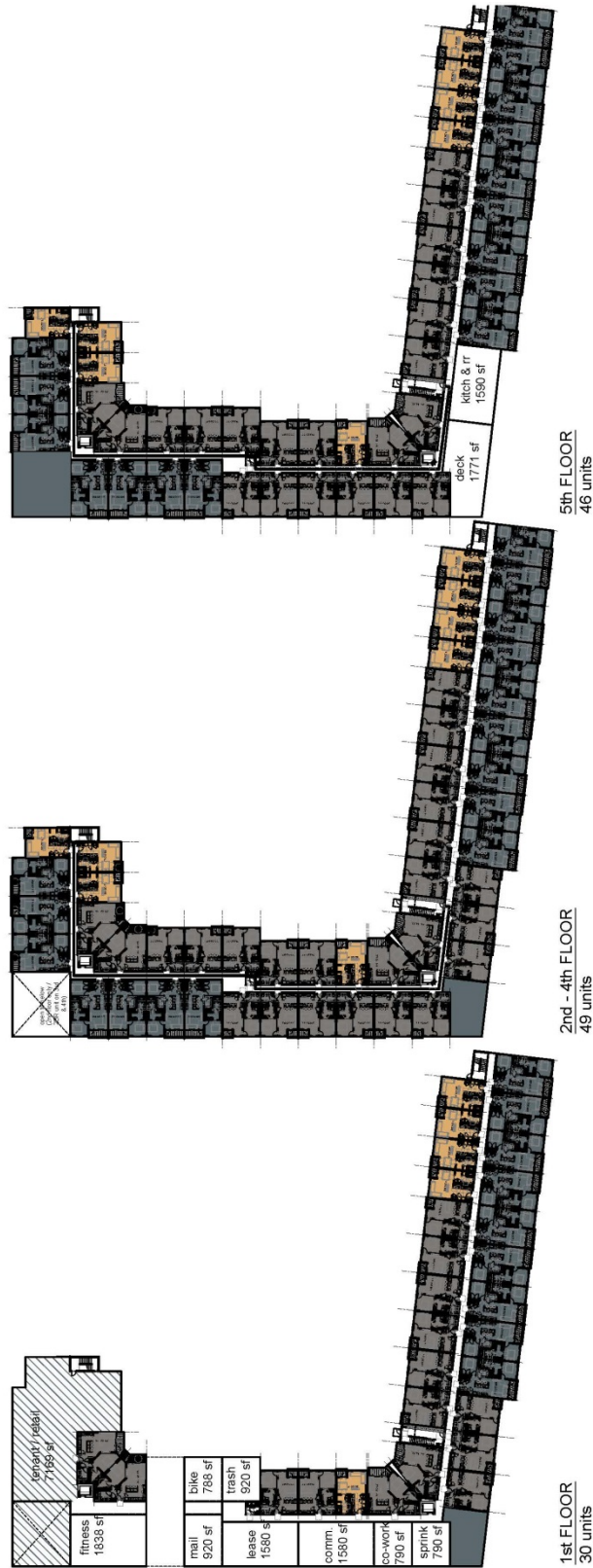


Broadway & Kellogg - Conceptual Rendering



Kellogg & Donald Driver Way - Conceptual Rendering





Green Bay Market Rate Unit Mix										
Unit Type	SF (gross)	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	Building Area		%	
UNIT 8B	592	5	2,960	8	4,736	8	4,736	37	21,904	16%
UNIT 1B	749	11	8,239	20	14,980	17	12,733	88	65,912	39%
UNIT 1C	843	4	3,372	4	3,372	4	3,372	20	16,860	9%
UNIT 2B	956	9	8,604	16	15,296	16	15,296	73	69,788	32%
UNIT 2C (corner)	1,459	-	-	1	1,459	1	1,459	3	4,377	1%
UNIT 2D (end)	1,153	1	1,153	1	1,153	-	1,153	4	4,612	2%
Total Unit SF		30	24,328	49	39,537	50	40,996	50	37,596	225
Tenant			7,169	-	-	-	-	-	7,169	3.0%
Circulation / Balconies			5,731	7,075	7,377	7,377	7,416	34,976	14.7%	
Amenity + Support			9,206	-	-	-	1,590	10,796	4.5%	
Roof Deck			-	-	-	-	1,771	1,771	0.7%	
Gross SF			46,434	46,612	48,373	48,373	48,373	238,165	100.0%	

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

[To be included when borrowing occurs]

|

EXHIBIT E
Standard Rental Lease



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

MEETING DATE

December 14, 2021

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a 30-day extension of planning option with Maker Solutions for a four-plex townhouse development at 115 S. Van Buren Street.

BACKGROUND

The RDA previously issued a three-month extension, followed by staff issuing another three-month extension to a planning option with Maker Solutions LLC, who represents Jake Petroski, for the proposed construction of a multi-unit, single family residential development located at 115 S. Van Buren Street.

Staff received a request to extend the planning option for 30 days with Maker Solutions.

Staff reviewed the request and at this time has additional questions for both the developer and the general contractor. The developer has been actively working on site development during the extension period. There have been no other interested parties for this site. Staff believes this remains a viable project and would recommend granting a 30-day extension to the planning option to allow the developer time to work with staff on the plan moving forward.

RECOMMENDATION

To approve a 30-day extension to Maker Solutions for new house development at 115 S. Van Buren Street.

FISCAL IMPACT**ATTACHMENTS**

- I. Planning Option Extension_120721



Kenneth Rovinski, Principal
520 Hubbard Street, Green Bay, WI
920.544.1809
kennethro@makersolutionsllc.com

December 7th, 2021

Ronda Bitney (Real Estate Specialist) & Redevelopment
Authority of the City of Green Bay
100 N. Jefferson Street, Rm 604
Green Bay, WI 54301

Re: 115 S. Van Buren Street (parcel 14-309)

Ronda & Redevelopment Authority,

Maker Solutions, LLC, on behalf of Jake Petroski, is requesting a 30-day extension for the Planning Option for the property located at 115 S. Van Buren Street (parcel 14-309) dated March 9th, 2021. On Friday, December 3rd, 2021, I submitted a Letter of Intent indicating our intentions to work with City Staff toward the execution of a development agreement for the project. At this time there are further questions City Staff has for both the myself and the general contractor for the project and due to time constraints during this season, all parties will not be able to meet before the December 14th, 2021 RDA meeting. For this reason, we are asking the Redevelopment Authority grant a 30-day extension to the Planning Option to Maker Solutions, LLC for the property located at 115 S. Van Buren Street.

Thank you for your consideration,
Kenneth Rovinski

Principal



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

MEETING DATE

December 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.3

Consideration with possible action on a Memorandum of Understanding (MOU) between the RDA, the City and On Broadway regarding management of Leicht Park facilities, coordination of events at Leicht Park, and investment in public improvements at Leicht Park and on North Broadway using TID 5 funds.

BACKGROUND

TID 5 is projected to have a fund balance of just under \$5 million by 2026 when the district closes. TID 5 requires that funding for eligible approved projects be committed before the end of the expenditure period which is the end of 2021.

The adopted Project Plan for TID 5 specifically identifies the following improvements as existing, approved TID eligible projects:

- Streetscape improvements on Broadway (IMPROVEMENT #12 INFRASTRUCTURE IMPROVEMENTS)
- Park development at Leicht Park (IMPROVEMENT #13 OTHER PUBLIC IMPROVEMENTS)

Staff has identified the following improvements that are consistent with the adopted project plan:

1. Leicht Park Improvements, including dock wall improvements, art installations, lighting, trails, shelter building, entertainment stage, and public bathrooms.
2. Broadway Streetscape and Electrical Improvements, including the removal, repair and/or replacement of electrical infrastructure and lighting on Broadway.

In order to formally commit the funds, staff is recommending that the City enter into a Memorandum of Understanding (MOU) with On Broadway, Inc. (OBI) in which the City agrees to invest TID 5 funds in these projects in exchange for OBI providing a proposal to manage, maintain and operate the proposed shelter and stage facilities at Leicht Park. A more detailed operating agreement would likely be necessary in the near future, but this MOU would serve to commit the funds and establish deadlines for both the City and OBI in moving forward with the improvements and to further enhance the Broadway District and TID 5.

RECOMMENDATION

Direct staff to prepare a MOU with OBI to commit TID 5 funds to eligible approved projects in the TID 5 project plan prior to the end of the expenditure period, subject to the review of the MOU by the City Attorney prior to sending it to the City Council for consideration.

FISCAL IMPACT

ATTACHMENTS

None

City of Green Bay RDA
Check Register
11/30/2021

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21508	10/26/2021	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL,	8,155.00
21509	10/26/2021	CITY OF GREEN BAY	32,855.12
21510	10/26/2021	CITY OF GREEN BAY	429.00
21511	10/26/2021	NEIGHBOR-WORKS GREEN BAY	1,592.50
21512	10/26/2021	TWG CONSTRUCTION, LLC	15,000.00
21513	10/26/2021	NEWCAP, INC.	1,230.00
21514	10/26/2021	LEGAL ACTION OF WISCONSIN, INC.	4,976.65
21515	11/16/2021	CITY OF GREEN BAY	24,161.09
21516	11/16/2021	PETERS CONCRETE CO	136,109.76
21517	11/16/2021	WISCONSIN PUBLIC SERVICE CORPORATION	62.70
21518	11/16/2021	NEIGHBOR-WORKS GREEN BAY	6,500.00
21519	11/16/2021	KUEHN PRINTING	5,000.00
21520	11/16/2021	LEAVES INSPIRED TREE NURSERY	9,993.00
21521	11/16/2021	MARY G. COLLETTE	5,000.00
21522	11/16/2021	OLIVE GALIANO	5,000.00
21523	11/16/2021	ORDAZ CARLOS	5,000.00
21524	11/16/2021	OMG-KIM3 INC.	11,250.00
21525	11/16/2021	NEMARD D. WILSON	5,000.00
21526	11/16/2021	DAVID F. THEEKE	5,000.00
21527	11/16/2021	STEPHANIE JONES	1,099.44
21528	11/16/2021	MIGDALED SALGADO	1,174.24
21529	11/16/2021	STEPHANIE RAMPONI	1,118.65
21530	11/16/2021	ELLEN WETHERBEE ROSEWALL	1,219.00
21531	11/16/2021	BETHANY A. METSA	1,116.03
21532	11/16/2021	JON TAFT	1,069.79
21533	11/16/2021	LINDA L. FAHRNI	1,181.60
			<u>290,293.57</u>

Redevelopment Authority
Financial Report
CDBG
11/30/2021

CDBG Entitlement Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	48,166.08	-	48,166.08	-	-
Public Works Improvements	-	19,729.29	-	5,257.43	-	14,471.86
Public Service	130,437.00	93,876.81	-	64,056.44	61,614.91	98,642.46
Fair Housing	20,000.00	26,820.00	-	17,125.00	-	29,695.00
CDBG Eligible Areas	401,489.00	689,869.22	71,400.28	658,083.52	-	504,674.98
CDBG Eligible Areas-Beautificatio/Art	85,227.00	43,500.00	-	38,310.35	-	90,416.65
Economic Development	75,000.00	368,918.54	249,031.75	236,431.51	-	456,518.78
ED Façade & Demo Loans	75,000.00	93,567.12	-	64,757.76	56,398.56	47,410.80
Administration	196,716.00	185,019.22	-	196,212.73	-	185,522.49
\$	983,869.00	\$ 1,569,466.28	\$ 320,432.03	\$ 1,328,400.82	\$ 118,013.47	\$ 1,427,353.02

CARES CDBG-CV Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	64,446.00	-	43,987.56	-	20,458.44
Businesss Improvement Districts	-	58,500.00	-	28,750.00	1,000.00	28,750.00
Homlessness Assistance Programs	-	216,000.00	-	129,758.66	86,241.34	-
Economic Development Business Relief	-	206,500.00	-	145,000.00	-	61,500.00
Essential Frontline Employyee Relief Program	-	100,000.00	-	55,057.63	-	44,942.37
Homelessness Assistance Shelters	-	275,000.00	-	275,000.00	-	-
Rental/Mortgage Assistance Program LMI	-	191,729.00	-	32,130.79	-	159,598.21
Urgent Need-business Relief and Rental.Mortgage	-	50,000.00	-	-	-	50,000.00
\$	-	\$ 1,162,175.00	\$ -	\$ 709,684.64	\$ 87,241.34	\$ 365,249.02

Redevelopment Authority
Financial Report
HOME
11/30/2021

	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	170,349.28	382,284.52	31,660.20	-	670,973.60
Housing Development Projects	252,793.00	505,875.31	15,274.72	15,000.00	94,000.00	664,943.03
CHDO Projects	81,000.00	185,000.00	-	65,000.00	-	201,000.00
Downpayment Closing Cost Assistance	-	100,000.00	-	40,000.00	-	60,000.00
Administration	53,754.00	41,117.31	27,031.34	29,796.86	-	92,105.79
HOME-ARP Admin	97,410.80	-	-	-	-	97,410.80
	\$ 634,957.80	\$ 1,002,341.90	\$ 424,590.58	\$ 181,457.06	\$ 94,000.00	\$ 1,786,433.22



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

December 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # F.3.a

Additional information on the Stantec change order in the amount of \$285,000 for Phase I design services.

BACKGROUND

RDA previously approved this item with the condition that additional information be provided. Staff has attached the additional information provided to the City Council by Stantec for your information. Council unanimously approved the change order at its meeting on December 7th.

RECOMMENDATION

None. No further action required.

FISCAL IMPACT**ATTACHMENTS**

1. 11222021 Stantec Change Order 7 Revised
2. 12072021 Stantec Change Order Presentation to Council



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # Change Order No. 07 Date 22 November 2021
Reference: The Shipyard Tasks
Order, executed 10/4/2021

“STANTEC” STANTEC CONSULTING SERVICES INC.
STANTEC Project # 193804565
12075 Corporate Parkway Suite 200
Mequon, WI 53092-2649
Ph: (262) 643-9150 Fx:
email: sarah.mcdonald@stantec.com

CLIENT THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
Client Project # The Shipyard
City of Green Bay Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, Wisconsin 54301-5026
Ph: (920) 448-3395 Fx: (920) 448-3426
email: neil.stechschulte@greenbaywi.gov

Project Name and Location: The Shipyard Project, Green Bay, WI

In accordance with the original Professional Services Agreement dated 1 October 2012 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Original Contract Scope & Description

The original contract was based on the Contracted Scope of work to execute the Site Plan completed by Cunningham and is as follows below. A detailed description of each phase and Task is included in the Contract

Phase 1: Project Management & Design Meetings	\$78,400 (100% Complete)
Phase 1: Public Engagement	\$28,800 (100% Complete)
Phase 2: Data Collection / Survey	\$38,100 (100% Complete)
Phase 3: Site Improvements	\$88,000 (90% Complete)
Phase 4: Public Improvements	\$203,800 (100% Complete)
Phase 5: The Shipyard	
Task 1A: Conceptual Planning / Visioning	\$41,000 (100% Complete) *
Task 1B: Outdoor Events Center (Field, Bleachers, Berm)	\$122,200 (Contract Revision in CO. 7)
	\$60,586 Remaining
Task 2: Restroom, Locker Room and Concessions	\$96,500 (Contract Revision in CO. 7)
	\$73,349 Remaining
Task 3: Seasonal Support Structures	\$38,000 (Contract Revision in CO. 7)
	\$29,233 Remaining
Task 4: Multi-Modal Public Path	\$19,600 (Contract Revision in CO. 7)
Task 5: Floating Dock, Marina & Urban Beach	\$67,000 (Contract Revision in CO. 7)
Credit \$27,000 in US EPA grant Funding	\$(27,000)
Expenses	\$4,800
Overall Fee	\$799,200

Items in red (Tasks 1B, 2, and 3) have been essentially removed from the scope of services, however, budget on each task was used for planning, design, meetings, and coordination for the Shipping Container Park portion of the project. Overall layout, structural considerations, phasing, design and procurement approach for the Shipping Container Park, not in the original contract, was conducted within these tasks.

Of Phase 5, and on the project, there is approximately \$137,998 remaining budget, with much of the budget for Phase 5 being spent to date on design of the concept of the shipping container park (similar to Tasks 1B, 2 and 3), the Multi-

Modal Public Path, Design of the Floating Dock & Marina and additionally, re-designing the waterfront, site plan and structural components adjacent to the new Merge Development as the previous design completed for Breakthrough is currently being revised for the Merge Development.

* As a result of the Conceptual Planning and Visioning Phase, the scope of the original contract changed from execution of the Site Plan provided by Cunningham to a completely new project, with a container park, and various other amenities; increasing the estimated construction budget from an approximately \$10 Million Dollar project to a \$20 Million Dollar project. After budgeting and phasing discussions on how much money was available for each phase of the project, it was agreed upon by Stantec and the City of Green Bay (Kevin Vonck) to continue working on the project within the current design budget constraints and as the project progresses, revisit the scope of work to determine if future change orders for design services would be required. This Change Order 07 is the result in capturing these additional design fees for execution of what the design and Development Team have called Phase 1 of the Project (Waterfront Improvements).

Change Order History

Over the span of the project, six (6) previous change orders have been Approved by the City of Green Bay and been completed. The details are provided below:

Change Order 01 – Archaeological Services Phase 1 \$12,300 (Subconsultant) 100% Complete

Approved by Kevin Vonck, January 7, 2019

This change order was required to be completed by the WDNR and FEMA for geotechnical investigations as well as filling site improvements. The site was identified under section 106 of the National Historic Preservation Act requiring investigation and coordination with the Agency.

Change Order 02 – Archaeological Services Phase 2 \$9,800 (Subconsultant) 100% Complete

Approved by Kevin Vonck, February 11, 2019

This change order was required to be completed by the WDNR and FEMA for geotechnical investigations as well as filling site improvements. The site was identified under section 106 of the National Historic Preservation Act requiring investigation and coordination with the Agency.

Change Order 03 – Geotechnical Slope Stability \$58,000 (Subconsultant) 100% Complete

Approved by Kevin Vonck, April 26, 2019

The contract required that that the City was to provide historical geotechnical information for the Site. After review of the previously completed slope stability analysis on the south side of the cove and review of the historical geotechnical information it was determined that additional slope stability analysis needed to be conducted along the area on the north side of the cove in order to determine design constraints.

Change Order 04 – Signage and Branding \$21,000 (Subconsultant) 100% Complete

Approved by Neil Stechschulte, June 1, 2021

After discussing the project with the City of Green Bay Development team, it was determined that this scope of work be added to the project in order to give proper thought to Signage and Branding of the Project.

Change Order 05 – Market Analysis \$15,000 (Stantec) 100% Complete

Approved by Kevin Vonck, August 20, 2019

After the scope changed from the original Site Plan in the contract, to the new vision for the Shipyard, containing a Shipping Container Development, the City and Stantec agreed that a Market Analysis be conducted to understand the market context for the Shipping Container Development.

- Stantec Labor Hours = 98.25 (Staff Rates per the Attached Rate Schedule)

Change Order 06 – NRDA Design/Permitting for Grant Award \$20,500 (Stantec) 80% Complete
Approved by Neil Stechschulte, March 1, 2021

It was determined that additional waterfront improvements, such as the fishing pier, floating island and fish habitat ("Fish Sticks") would be eligible for an NRDA Grant. The Redevelopment Team agreed that these additional amenities would add to the overall experience at the Shipyard and authorized Stantec to complete concept designs as well as submit a grant application.

- Stantec Labor Hours = 128.00 (Staff Rates per the Attached Rate Schedule)

Additional Scope and Fees Associated This Change Order 07:

1. City team meetings and coordination meetings above and beyond the 12 meetings identified in the contract.
2. Merge development coordination and Significant Site Plan changes.
 - a. Redesign associated with Merge/Slingshot/Bolton-Menk Design coordination meetings for transition from private to public space.
 - i. Fire access discussions and redesign of entire north side waterfront adjacent to the Merge Development
 - ii. Redesign of transition areas of promenade on north side of cove
 - iii. Redesign of Arndt Street for Merge Development
 - b. Ace/Ashton Marine coordination and re-design of fishing pier layout and location.
3. Phase 1 Construction Documentation and Bidding Assistance
 - a. Construction documentation and bidding required to complete Phase 1 improvements as communicated to the City, the Design Development was to be completed within the original budget and additional design fees for execution of the Construction documents due to the number of changes to the Original Site plan within the base contract.
4. Additional Value-Added Services not included in the table below: 3D Model for Design Explorations estimated fee \$10,720. If client wishes to authorize this service, please initial, and add it will be added to the fee below.

Break Down of Tasks, Staff, Hours and Fees Below

Please refer to the attached workplan for staff and hours to complete the additional meetings, coordination, redesign and construction documents for Phase 1.

Please note this change order is an estimated budget, hourly, not to exceed and Stantec will work closely with the City of Green Bay development team to monitor this budget as Phase 1 is completed for bid by January 2022. During coordination with the Merge Development, Stantec will work with the City Development team to further refine the Scope of work between Stantec and Merge in an effort to reduce the estimated budget of \$285,000 by 20-30%.

Total fees this Change Order	\$	285,000.00	
Original agreement amount	\$	799,200.00	Base
Change Order Number 1	\$	12,300.00	Phase 1 Archaeological
Change Order Number 2	\$	9,800.00	Phase 2 Archaeological
Change Order Number 3	\$	58,000.00	Slope Stability
Change Order Number 4	\$	21,000.00	Signage/Branding
Change Order Number 5	\$	15,000.00	Market Analysis
Change Order Number 6	\$	20,500.00	NRDA Design/Permits
Total Agreement	\$	1,220,800.00	

Effect on Schedule: The overall schedule is not anticipated to be affected by this work.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

Mike Bach, PE, Senior Associate

Print Name and Title

Signature

Date Signed:

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

Neil Stechschulte,
Development Director

Print Name and Title

Signature

Date Signed:

The Shipyard Phase 1 Workplan



ENGAGEMENT																				
DELIVERABLES	Stantec																			
TECHNICAL	Project	LA	CORE PRODUCTION TEAM								Waterfront	Stormwater	Waterfront	Shoreline	Electrical		Subconsultant			
MEETING	Manager	QA/QC	CAD	LA	Assistant PM/LA	LA	LA	Civil	Structural	Civil	Engineer	Permitting	Permitting	Habitat	Lighting	Envir.	Envir.	BAIRD		
Staff>	Bach	Seek	Rock	Wich.	McDonald	Flicker	Tiam Watt	Moring	Caswell	Sieracki	Volkening	Volkening	Gumtow	Wiater	Fitzpatrick	Caine	Weber		TOTAL	

Phase 1: DESIGN DEVELOPMENT

1.1 Phase 1 Team Kick-off meeting (confirm phase 1 limits, scope, schedule etc.) Meeting 1 (virtual)

1.2 Plan Design Development (In progress)

1.3 Elevation/Section Design Development (in progress)

1.4 Design Deveopment Review Meeting, Meeting 2 (Virtual)

1.5 Plan Design Development Refinement

1.6 Materials and Site Furnishing Theme (in progress)

1.7 Lighting Theme (in progress)

1.8 Planting Theme (in progress)

1.9 Cost Estimation

2 Design Deveopment Review Meeting, Meeting 3 (Virtual)

2.1 Plan Design Development Finalization

2.2 Final Design Deveopment Review Meeting, Meeting 4 (Virtual)

2.3 3D Modeling studies (optional)

2.4 Coordination

2.5 QA/QC

Subconsultant

TASK TOTAL: Hours	6	8	10	22	56	60	16	52	28	0	0	0	0	0	0	0	0	0	258
Staff>	Bach	Seek	Rock	Wich.	McDonald	Flicker	Tiam Watt	Moring	Caswell	Sieracki	Volkening	Volkening	Gumtow	Wiater	Fitzpatrick	Caine	Weber	0	TOTAL

Phase 2: Final Construction Plans and Bidding Documents

2.3 50% Drawings and Details

2.4 50% Drawing and Details Check-in (All three designs, same day) Meeting 1 (Virtual)

2.5 90% Drawings and Details

2.6 90% Drawing and Details Check-in (All three designs, same day) Meeting 2 (In person)

2.7 Final Drawing and Details

2.8 Final Drawing and Details Check-in (All three designs, same day) Meeting 3 (Virtual)

2.9 Permitting

2.10 Specifications

2.11 Cost Estimation (90% and Final)

2.12 Coordination

2.13 QA/QC

TASK TOTAL: Hours	30	16	72	38	154	234	148	122	84	48	12	24	4	24	102	12	6	0	1,130
Staff>	Bach	Seek	Rock	Wich.	McDonald	Flicker	Tiam Watt	Moring	Caswell	Sieracki	Volkening	Volkening	Gumtow	Wiater	Fitzpatrick	Caine	Weber	0	TOTAL

Phase 3: Bidding

3.1 Prepare Bidding notice

3.2 Upload Drawings to Quest

3.3 Provide plan and specification clarifications to perspective bidders

3.4 Bid Meeting 4 (Virutal)

3.5 Bid Opening Meeting 4 (Virutal)

3.6 Coordination

3.7 QA/QC

TASK TOTAL: Hours	6	0	0	20	29	0	0	12	8	22	0	0	0	0	0	0	0	0	
Staff>	Bach	Seek	Rock	Wich.	McDonald	Flicker	Tiam Watt	Moring	Caswell	Sieracki	Volkening	Volkening	Gumtow	Wiater	Fitzpatrick	Caine	Weber	0	TOTAL

	42	24	82	80	239	294	164	186	120	70	12	24	4	24	102	12	6	0	1,485
Staff>	Bach	Seek	Rock	Wich.	McDonald	Flicker	Tiam Watt	Moring	Caswell	Sieracki	Volkening	Volkening	Gumtow	Wiater	Fitzpatrick	Caine	Weber	0	

2018 STANTEC RATE SCHEDULE

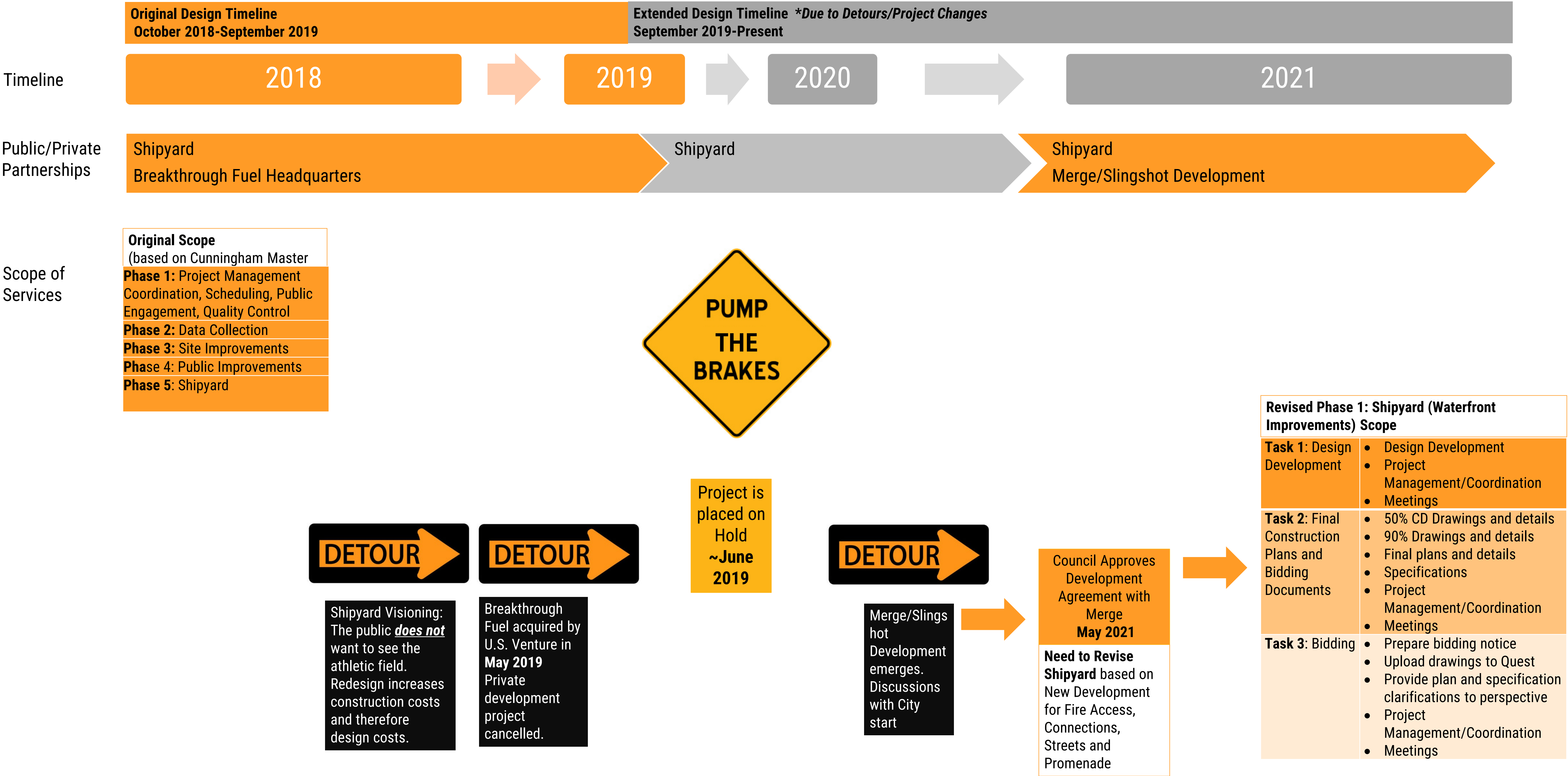
Classification

	<u>2018</u>	
Senior Principal	\$ 180.00 - \$	266.00
Principal	\$ 156.00 - \$	210.00
Specialist*	\$ 156.00 - \$	306.00
Project Manager	\$ 129.00 - \$	180.00
Senior Engineer Scientist Architect Landscape Architect Planner	\$ 137.00 - \$	180.00
Architect Landscape Architect	\$ 115.00 - \$	156.00
Land Surveyor	\$ 108.00 - \$	137.00
Engineer Planner Scientist	\$ 95.00 - \$	151.00
Designer GIS Landscape Designer Graphics Senior Technician	\$ 102.00 - \$	144.00
Engineering Technician	\$ 102.00 - \$	144.00
Project Technician	\$ 80.00 - \$	108.00
Field Supervisor	\$ 115.00 - \$	180.00
Crew Chief	\$ 95.00 - \$	151.00
Inspector	\$ 80.00 - \$	137.00
Survey Technician	\$ 80.00 - \$	95.00
GPS Survey Equipment	\$	38.00
Total Station Equipment	\$	28.00
GIS Workstation Equipment	\$	22.00
GPS Sub meter Unit (per use)	\$	80.00
Flow Meter (per week)	\$	200.00
Air Detection Equipment (per half day)	\$	25.00

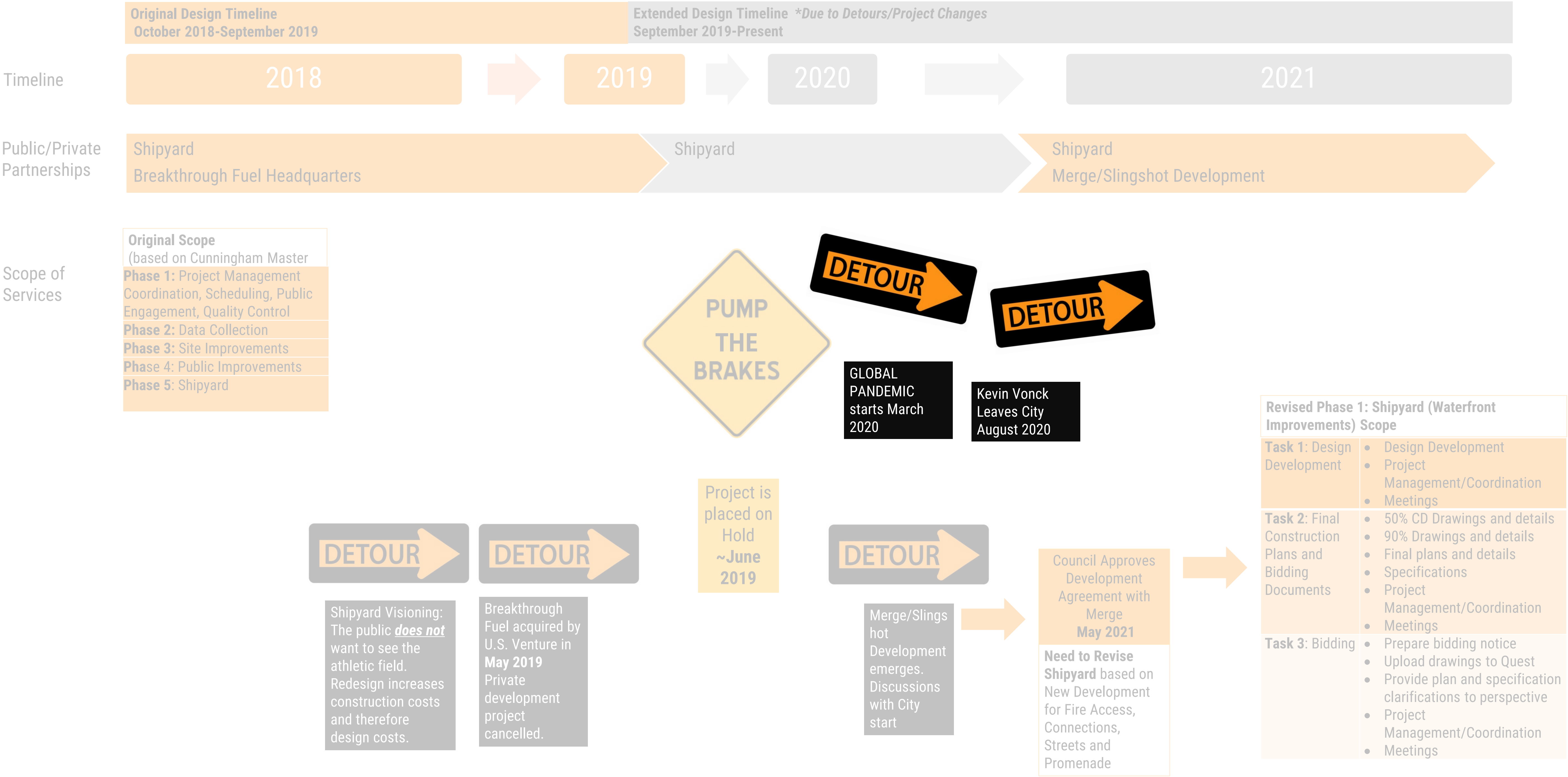
* Specialist: Experts in highly technical disciplines including Principal Planners, Market Analyst and Certified Industrial Hygienist

These rates are adjusted annually in accordance with the normal review procedures of Stantec.

Shipyard Project Evolution



Shipyard Project Evolution



Reasons for new Change Order

1. Completely new design based on public feedback and visioning
2. Private development project cancelled
3. New private development introduced
4. Significantly extended project scheduled

Shipyards Design and Construction Cost Evolution

City Budget ~\$11 Million

*Includes design and construction costs



Cunningham Master Plan



Approved Master Plan

~\$20 Million*

*master plan cost prepared in 2019

Shipyard Stantec Budget Breakdown

Task	Original Budget	Amount Incurred	Budget Remaining	Subconsultant Budget Remaining	Work Completed to Date	Additional Work Needed
Phase 1: Project Management & Design Meetings	\$78,400	\$78,400	\$0	\$0	Ongoing through the project	Need Additional budget for ongoing meetings and design coordination with New Merge Development
Phase 1: Public Engagement	\$28,800	\$28,800	\$0	\$0	Complete	No additional work
Phase 2: Data Collection / Survey	\$38,100	\$38,100	\$0	\$0	Complete	No additional work
Phase 3: Site Improvements	\$88,000	\$79,040	\$72	\$8,888	Mass Grading and Preliminary Stormwater Complete	Need to finalize stormwater design - Portion may be paid by Grant Application submitted by Green Bay
Phase 4: Public Improvements	\$203,800	\$203,800	\$0	\$0	Arndt Street and Public Parking Lot Plans, cost estimates, Specifications, etc. previously completed	Need additional design and coordination with Merge Development for Arndt Street and discuss other additional site improvements for the New Development
Phase 5: The Shipyard						
Task 1A: Conceptual Planning / Visioning	\$41,000	\$40,983	\$17	\$0	Complete	No additional work
Task 1B: Outdoor Events Center (Field, Bleachers, Berm)	\$122,200	\$61,614	\$58,936	\$1,650	Scope Revised from Original RFP and Proposal and design services completed for Mass Grading, Stormwater Management and Permitting including FEMA CLOMR-F (Complete in 2020)	Work and remaining budget to be utilized for Phase 1 - Waterfront Development Design Development Phase - See Change Order for Additional work to Execute Construction Documents
Task 2: Restroom, Locker Room and Concessions	\$96,500	\$23,151	\$48,349	\$25,000	Scope Revised from Original RFP and Proposal, design services spent on Mass Grading, Stormwater, Phasing, Design and Coordination with Breakthrough and now Merge	Work and remaining budget to be utilized for Phase 1 - Waterfront Development Design Development Phase - See Change Order for Additional work to Execute Construction Documents
Task 3: Seasonal Support Structures	\$38,000	\$8,767	\$29,233	\$0	Scope Revised from Original RFP and Proposal, design services spent on Mass Grading, Stormwater, Phasing, Design and Coordination with Breakthrough and now Merge	Work and remaining budget to be utilized for Phase 1 - Waterfront Development Design Development Phase - See Change Order for Additional work to Execute Construction Documents
Task 4: Multi-Modal Public Path	\$19,600	\$19,600	\$0	\$0	Remaining Design budget used in Design Development phase of current Phase 1 (Waterfront Design Bid Package for 2022 Construction)	Work and remaining budget to be utilized for Phase 1 - Waterfront Development Design Development Phase - See Change Order for Additional work to Execute Construction Documents
Task 5: Floating Dock, Marina & Urban Beach	\$67,000	\$67,000	\$0	\$0	Design Team has completed Basis of Design, Horizontal alignment and Design Development documents	Work and remaining budget to be utilized for Phase 1 - Waterfront Development Design Development Phase (Construction Documents to be complete under Change Order Request as discussed with City)
Bulkhead Additional Investigation	\$0	\$32,300	-\$32,300		Based on Completing in November 2021, proposed to use available budget to complete this and cover in Phase 1 Construction Documents Change Order	Work needs to occur Nov. 2021
Credit \$27,000 in US EPA grant Funding	-\$27,000		\$0		No additional notes	
Expenses \$4,800	\$4,800		\$837		Printing, Travel, etc. have been spent throughout the project	
Total Original Fee	\$799,200		\$105,144	\$35,538		
CHANGE ORDERS						
Change Order 01 – Archaeological Services	\$12,300	\$12,300	\$0	\$0	Work is Complete	No additional work
Change Order 02 – Archaeological and Survey	\$9,800	\$9,800	\$0	\$0	Work is Complete	No additional work
Change Order 03 - Geotechnical (Slope Stability)	\$58,000	\$58,000	\$0	\$0	Work is Complete	No additional work
Change Order 04 – Signage and Branding	\$21,000	\$21,000	\$0	\$0	Work is Complete	No additional work
Change Order (Market Analysis) - Email Approved	\$15,000	\$15,000	\$0	\$0	Work is Complete	No additional work
Change Order (NRDA Design/Permitting) - Email Approved	\$20,500	\$18,707	\$1,793	\$0	Final Design and Permitting support to be provided	Final Permitting to occur once Construction Documents are complete
Total Change Orders	\$136,600	\$134,807	\$1,793	\$0		
Total Budget to Date	\$935,800					
Total Budget Remaining to Date			\$105,144	\$35,538		

COLOR KEY	
Completed	
Partially Completed	
Incomplete	
No longer relevant	

Items have been removed from scope following the completion of the Visioning and agreed upon task budgets were spent to execute additional stormwater design for the "green blue cells" low impact stormwater system, as well as provide ongoing design support with the new developer merge for the "re-design" of the north site improvements.

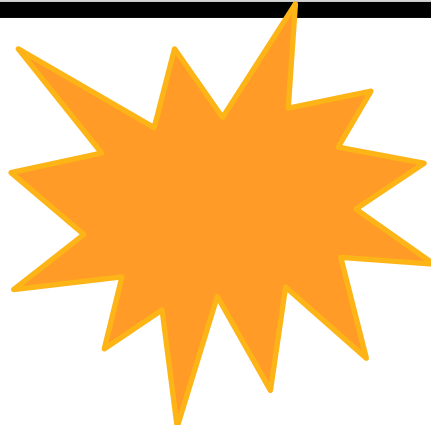
Remaining tasks to be reorganized for new scope and phase 1 project completion

Shipyard Phase 1	Design Development	Design Development Project Management/Coordination Meetings	\$285,000 T&M
	Final Construction Plans and Bidding Documents	50% CD Drawings and details 90% Drawings and details Final plans and details Specifications Project Management/Coordination Meetings	
	Bidding	Prepare bidding notice Upload drawings to Quest Provide plan and specification clarifications to perspective bidders Project Management/Coordination Meetings	
	Optional Additional Service	3D Modeling	\$10,720
		Additional Services Total	\$295,720
		Budget Remaining	\$140,682
		TOTAL FEE TO COMPLETE	\$436,402
		TOTAL DESIGN ANTICIPATED PHASE 1: SHIPYARD DESIGN COSTS	\$1,231,520
		DESIGN FEE PERCENTAGE COMPARED TO ANTICIPATED CONSTRUCTION COSTS	6.16%

Note: Industry standard for design fees are typically 10% of the construction cost, this project is complicated so could be up to 20%. **With this change order we’re at 6%.**

Shipyard Stantec Budget Breakdown

Shipyard Phase 1	Design Development	Design Development Project Management/Coordination Meetings	\$285,000 T&M City meetings and coordination meetings with Baird (\$15,000), Private Development Coordination (\$15,000), Construction Documentation and Bidding Assistance (\$255,000)
	Final Construction Plans and Bidding Documents	50% CD Drawings and details	
		90% Drawings and details Final plans and details Specifications Project Management/Coordination Meetings	
	Bidding	Prepare bidding notice Upload drawings to Quest Provide plan and specification clarifications to perspective bidders Project Management/Coordination Meetings	
Optional Additional Service	3D Modeling		\$10,720
		Additional Services Total	\$295,720
		Budget Remaining	\$140,682
		TOTAL FEE TO COMPLETE	\$436,402
	TOTAL DESIGN ANTICIPATED PHASE 1: SHIPYARD DESIGN COSTS		\$1,231,520
	DESIGN FEE PERCENTAGE COMPARED TO ANTICIPATED CONSTRUCTION COSTS		6.16%



Note: Industry standard for design fees are typically 10% of the total construction cost, this project is complicated so could be up to 20%. **With this change order we're at 6%.**

Shipyard Stantec Budget Breakdown

Shipyard Phase 1	Design Development	Design Development Project Management/Coordination Meetings	\$285,000 T&M City meetings and coordination meetings with Baird (\$15,000), Private Development Coordination (\$15,000), Construction Documentation and Bidding Assitance (\$255,000)
	Final Construction Plans and Bidding Documents	50% CD Drawings and details	
		90% Drawings and details Final plans and details Specifications Project Management/Coordination Meetings	
	Bidding	Prepare bidding notice Upload drawings to Quest Provide plan and specification clarifications to perspective bidders Project Management/Coordination Meetings	
Optional Additional Service	3D Modeling		\$10,720
		Additional Services Total	\$295,720
		Budget Remaining	\$140,682
		TOTAL FEE TO COMPLETE	\$436,402
	TOTAL DESIGN ANTICIPATED PHASE 1: SHIPYARD DESIGN COSTS		\$1,231,520
	DESIGN FEE PERCENTAGE COMPARED TO ANTICIPATED CONSTRUCTION COSTS		6.16%

Master Plan Estimate of Probably Cost:

\$20 Million

10%= \$2,000,000 in industry standard design fees

\$11 Million Phase 1 Budget

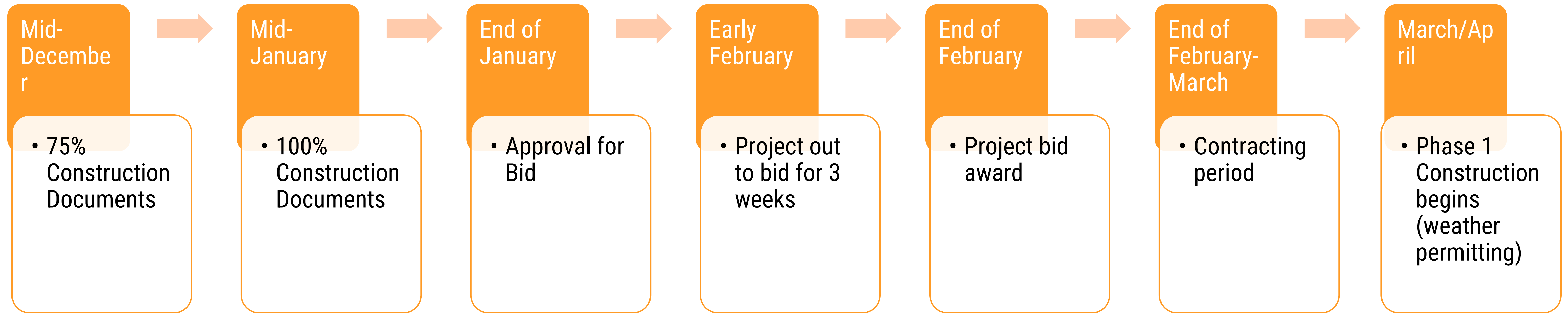
\$1.2M/\$11M=
11%= industry standard

\$1.2M/\$20M= 6.16%
Overall budget

Future Consultant Fees

- Arndt Street redesign to accommodate new development layout
- Construction Administration to support Phase 1 Construction (Spring-Fall 2022)
- Phase 2 Shipyard Improvements
- Construction Administration to support Phase 2 Shipyard

Phase 1 Schedule



Potential Impacts to Schedule

- City staff review period
- Private development design advancement
- Bidding climate
- Permit approval
- Weather



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

MEETING DATE

December 14, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # F.3.b

Additional information on the award of "Architectural & Engineering Services for Leicht Memorial Park Master Planning, Shelter & Stage" to ISG for \$149,100.

BACKGROUND

RDA recommended approval of the award for design services for Leicht Park improvements as recommended by staff, but requested that additional information be provided. Staff has attached the additional information that was provided to the City Council for your information. Council unanimously approved the change order at its meeting on December 7th.

RECOMMENDATION

None. No further action required.

FISCAL IMPACT

Funding for this project will be from TID 5.

ATTACHMENTS

1. Leicht Park Shelter Design Review Team Memo
2. Leicht Park Shelter Design Quote Summary Expanded Notes



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

12/01/21

To: Cheryl Renier-Wigg

From: Kaurie Mihm

Re: Architectural & Engineering Services for Leicht Memorial Park Master Planning, Shelter & Stage

CC: Dan Ditscheit
Neil Stechschulte

The City of Green Bay has funding in place to hire a consultant for architectural and engineering services for master planning, and shelter & stage design services at Leicht Memorial Park. The master plan and structures shall accommodate current needs for various park activities and recreational programming.

The Parks, Recreation and Forestry Department issued an RFP for the work to seven (7) consultants and four (4) consultants' submitted proposals. The four (4) RFP Proposals that were received were evaluated by a review team made up of three (3) Park staff members including Director Dan Ditscheit, and two (2) representatives of On Broadway Inc. including Alderman Brian Johnson.

The review team scored the received RFP's on total fee, creativity, past projects, stage design, understanding of the work and schedule with 375 possible points. The two (2) firms with the highest amount of points, which were 11 points apart from one another, participated in interviews to clarify questions regarding the proposals.

The review team felt that all firms could complete the work but felt that ISG not only met the the evaluation criteria but also had past master planning projects that aligned the most with the vision for Leicht Park. Therefore, the review team recommends that the contract be awarded to ISG.

See attached Summary of Quotes.

Kaurie Mihm

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF QUOTES FOR:

ARCHITECTURAL & ENGINEERING SERVICES FOR LEICHT MEMORIAL PARK MASTER PLANNING, SHELTER & STAGE

CONSULTANT	BASE QUOTE	DEDUCT	EXCEPTIONS
SOMERVILLE	\$ 95,180	If shelter and stage are constructed concurrently \$ 5,300	• Indemnification (Hold Harmless) Agreement • Insurance limits Professional Liability - Any deductible not to exceed amount each claim - General Liability - General aggregate & each occurrence limit amount • Owner to locate utilities • Ownership of Documents- Shall become property of the City excluding such portions as are part of and incorporated in the Architect's standard specifications and construction details, which portions of such work product are not specific to this project
BERNERS SCHOBER	\$ 115,902		• Permitting limited to local erosion control and storm water management • Past projects did not include any stage examples
ISG	\$ 149,100		• No Exceptions
SMITHGROUP	\$ 282,500		• Generally agreed to the City's Standard Agreement but there were a few unidentified items that they had exceptions to which they are looking to negotiate with the City if selected as the consultant

Note: RFP was sent to seven companies, four companies responded.

• The review team evaluated the proposals based on evaluation criteria including total fee, creativity, past projects, stage design, understanding of the work, and schedule. The two consultants with the highest amount of points scored were interviewed by members of the review team. Based on the evaluation criteria, interviews and past projects the review team felt that all the firms could complete the work but that ISG's past waterfront public space project examples aligned the most with the vision for Leicht Memorial Park while also scoring high within the evaluation criteria. The review team also felt that ISG provided much more detail as to their Park masterplanning capabilities and experience than the second consultant that was interviewed.