AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JUNE 13, 2023, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Randy Scannell, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Jessica Ganther.
   Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the June 13, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the May 9, 2023 and May 25, 2023, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action to approve a planning option for the redevelopment of the buildings located at 227 E Walnut Street, 109 N Adams Street, and the alley of 101 N Adams Street, also known as the Schauer & Schumacher buildings.

2. Consideration with possible action to approve a three-month extension to a planning option held by NeighborWorks Green Bay for parcels 2-176, 2-177, 2-178, 2-178-A for the 4th Street multi-family development.

3. Consideration with possible action to approve a 30-day extension of planning option for 1162 Day Street and 1164 Day Street for the development of two single family homes to NeighborWorks Green Bay.

4. Consideration with possible action to approve a three-month planning option for the property located at 445 S Baird Street to Deals, Development, & Partnership Capital for a single-family, owner-occupied home.

5. Consideration with possible action on awarding the Annual IT Service Contract and software licensing for KI Convention Center to Poppulo.

6. Consideration with possible action to award a contract for the administration of the Home Improvement Loan Program.

7. Consideration with possible action on award of selected Splash Pad Equipment for Farlin Park to the low qualified bidder, not to exceed $83,500.00.

8. Consideration with possible action to approve the Second Amendment to Development Agreement 2021-01 with Merge Urban Development, subject to final approval by the City Attorney.

9. Consideration with possible action on implementation recommendations of the City's AuthentiCity Plan, including the creation of design standards for the Downtown Area.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: July 11, 2023 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
Passcode: 084117

One tap mobile

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Dial by your location

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+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)

Meeting ID: 831 8804 4732
Passcode: 084117
Find your local number: https://us02web.zoom.us/u/kc4U7kFumh

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting.

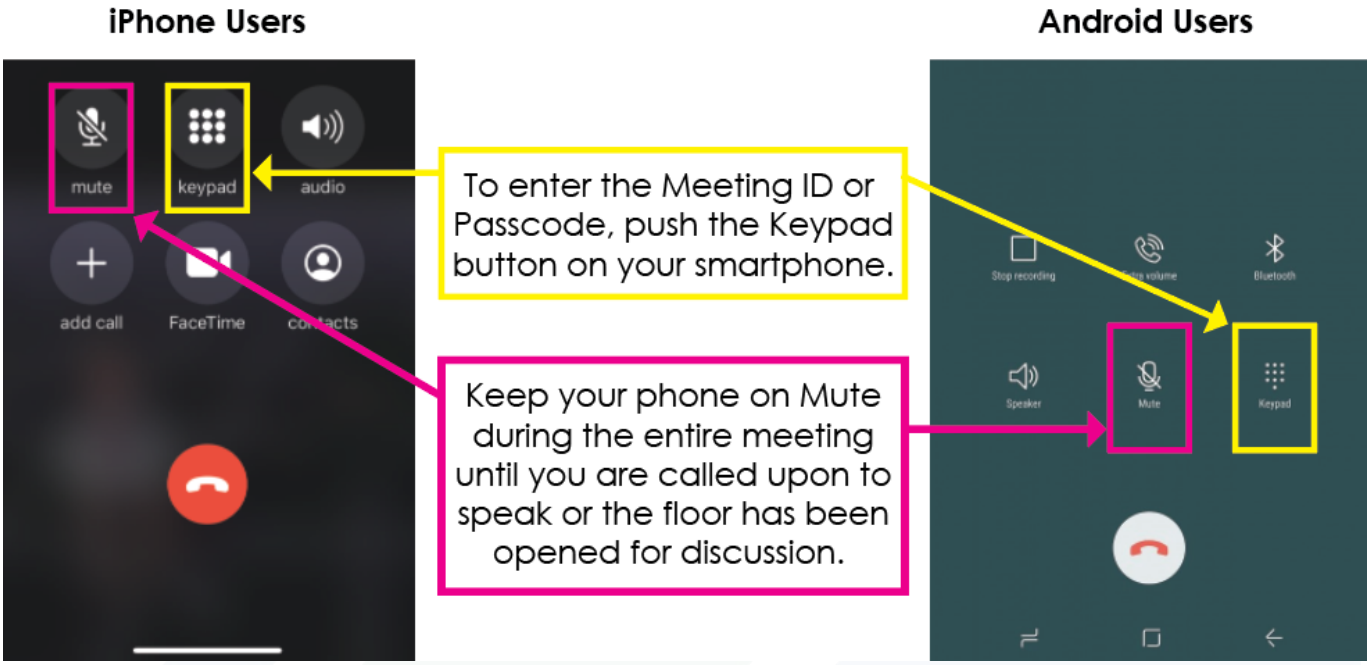
Additional Information

1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must state their name and address for the minutes.
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition.*
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
    a. If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
    a. You may unmute yourself when you are called upon to speak.
4. Waiting room
    a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
    b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
    a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
    b. Persons with items on the agenda or other interested parties —you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
    a. Smart phone (please see more detailed instructions on page 3)
    b. Land line
    c. Tablet— in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
    d. Computer— you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
    e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
    a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
    a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
    b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Ronda Bitney

AGENDA ITEM # E.1

Consideration with possible action to approve a planning option for the redevelopment of the buildings located at 227 E Walnut Street, 109 N Adams Street, and the alley of 101 N Adams Street, also known as the Schauer & Schumacher buildings.

BACKGROUND

227 E. Walnut Street and 101 and 109 N Adams Street is the site of the former Schauer and Schumacher buildings. Originally built in the 1890 and 1930, they provide a rich connection to Green Bay's past. The two buildings are connected by a second floor skyway and central access to the elevator shaft in the Adam's building. 227 E Walnut consists of 13,200 SF and 109 N Adams consists of 8,889 SF. The property has been vacant since 2002 and was acquired by the RDA in 2013.

Staff have received two proposals for the redevelopment of these buildings.

Proposal 1: Parker Gray Investments. 109 N Adams building is being proposed to be used as a mixed-use of commercial and residential spaces. Second and third floor residential units would be a mix of affordable and market rate housing. The apartments will be micro units. Each level will have three studios and two one-bedroom apartments with lounge areas and storage for shared items. The ground floor would be leasable office space for commercial tenants.

227 E Walnut building is being proposed as a mixed-use development with housing and a central courtyard use. The courtyard will create natural lighting with residential units surrounding the courtyard. This portion of the development is in the concept stage.

The facade revitalization would be a large part of the development, with repairs to the brick and pre-cast elements, windows, roof and vine growth in back of buildings.

The developer is requesting a six-month planning option to thoroughly assess the feasibility of the project.

Proposal 2: 33 Investments LLC. 109 N Adams building is being proposed to be used as a two-phase construction development that includes exterior restoration-brick work, elevator shafts, and roof top terrace with interior infrastructure. Phase 2 is the interior restoration of six luxury market rate boutique housing units on the top two floors, office/retail on the main level and a speakeasy style bar called "Till Death" in the lower level.

227 E Walnut will be redeveloped into a three-story event space called "The Venue". This space will cater to weddings, corporate and community events, and non-profits. Property renovations include new elevators, a commercial kitchen and bathrooms and a rooftop terrace.

The developer is requesting a four-month planning option, with staff being allowed to implement an

additional two-month extension if needed.

Both projects will adhere to State Historic Building Rehabilitation Guidelines in order to qualify for Historic Tax Credits.

In reviewing the projects, staff believe Proposal 2, 33 Investments LLC, provided more details on developing both buildings, and have had multiple vendors view the property. They also bring with them a firm that specializes in historic preservation, architecture and interior design.

Staff is recommending a four-month planning option be awarded to 33 Investments LLC with staff having the ability to grant an additional two months if needed.

RECOMMENDATION

To approve a four-month planning option to 33 Investments LLC for the development of 227 E Walnut Street, 101 and 109 N Adams Street.

FISCAL IMPACT

ATTACHMENTS

1. Parker Gray Adams Walnut Proposal
2. 'The Venue" Proposal
3. Till Death Proposal
4. GIS

Parker Gray Investments
Adams/Walnut Proposal

About Us
Michael Ehlenbeck

Dear RDA members,

I hope this message finds you well. My name is Michael Ehlenbeck, and I am writing to you as a real estate investor, entrepreneur, and building developer. With over a decade of experience in the real estate industry and a successful career as a senior designer of military vehicles, I have been inspired to embark on a project that not only requires revitalization but also demands meticulous attention to its historical significance. Moreover, the incentives offered to undertake these specialized tasks have further motivated my interest.

Throughout my career, I have had the privilege of designing state-of-the-art military vehicles that have played critical roles in conflicts such as those in Afghanistan and Iraq. Notably, I was involved in the creation of a large-scale production replacement vehicle for the outdated HMMWV (Humvee). While my professional focus has primarily been on designing warfighting machinery, I have always harbored a passion for renovating houses, particularly older ones. There is a certain allure in peeling back the layers of renovations to reveal the inherent beauty of the original structure, the intricate plaster walls, and the ornate woodwork. This enchantment with the process of revitalization eventually led me to resign from my position as a military vehicle designer in 2018, as I yearned to pursue my passion for real estate, house renovations, and building development.

Although I did not grow up during the era in which these buildings were constructed, I have been fortunate enough to learn the techniques employed by previous generations to repair old structures. Unlike modern buildings sourced from big box stores, these historical buildings were constructed with the intention of being maintained, repaired, and preserved through proper care. I deeply appreciate the mechanical aspects of bringing these components back to life and recognize their historical significance. Once these features are replaced, they are lost forever.

Allow me to share an experience I had with a similar development project involving an early 20th-century mixed-use commercial building in downtown Appleton, WI. Through careful development and restoration efforts, this once empty and deteriorating building transformed into a vibrant centerpiece of the downtown area, breathing new life into the community. Upon completion, the city of Appleton utilized the building to introduce their parkette project, providing seasonal outdoor seating and enhancing the area's appeal.

It has always been my vision to identify properties with immense potential and envision their transformation into something extraordinary. I am truly passionate about the process of bringing these visions to life.

Thank you for your time and consideration.

Sincerely,

Michael Ehlenbeck

Shane Forrest

Dear RDA members,

As we present our proposal to revitalize these two historic buildings, I am humbled to share my journey and the experiences that have shaped me into a qualified candidate for this significant undertaking.

My career path began with a degree in Geological Engineering from Michigan Technological University. This foundation paved the way for my subsequent work as an environmental engineer, where I honed my skills in designing and implementing strategies to clean up contaminated sites, ensuring environmental sustainability in every project.

Building upon my technical expertise, I transitioned into sales, initially as a sales representative for a large industrial water treatment provider and later as a corporate account manager overseeing our services and relationship with a leading global manufacturer of micro-processors. This experience cultivated my business acumen and fortified my ability to navigate complex negotiations, manage client relationships, and execute successful sales strategies.

Driven by an entrepreneurial spirit, I ventured into establishing and running my own business. This endeavor required me to wear multiple hats, from strategic planning to financial management, and allowed me to develop a comprehensive understanding of the challenges and rewards of business ownership.

As a passionate real estate investor, I have acquired and rehabilitated multiple properties, including a magnificent century-old home. These ventures have exposed me to the intricacies of historical preservation, renovation, and property management, providing valuable insight into the unique considerations of revitalizing historic buildings.

Combining my geological engineering background, environmental expertise, sales acumen, entrepreneurial drive, and real estate investment experience, I am confident in my ability to spearhead the transformation of this historic building into a thriving hub within the city. I am committed to

preserving its architectural integrity while infusing it with new life and purpose, contributing to the revitalization of the community and the preservation of its rich heritage.

Furthermore, I am fortunate to have an exceptional partner in Michael who brings diverse expertise to the table. His background in design, architecture, project management, and real estate complement my skills perfectly, ensuring a holistic approach to this project. Together, we possess the collective knowledge and experience required to navigate the intricacies of real estate development, historical preservation, and community engagement, ultimately ensuring the success of this endeavor. With our combined strengths, dedication, and shared vision, we are poised to create a transformative and historically accurate space that will be cherished by the community for generations to come.

Thank you for considering our proposal and the opportunity to be part of this transformative project.

Sincerely,

Shane Forrest

Adams Conceptual Overview

Project Outline

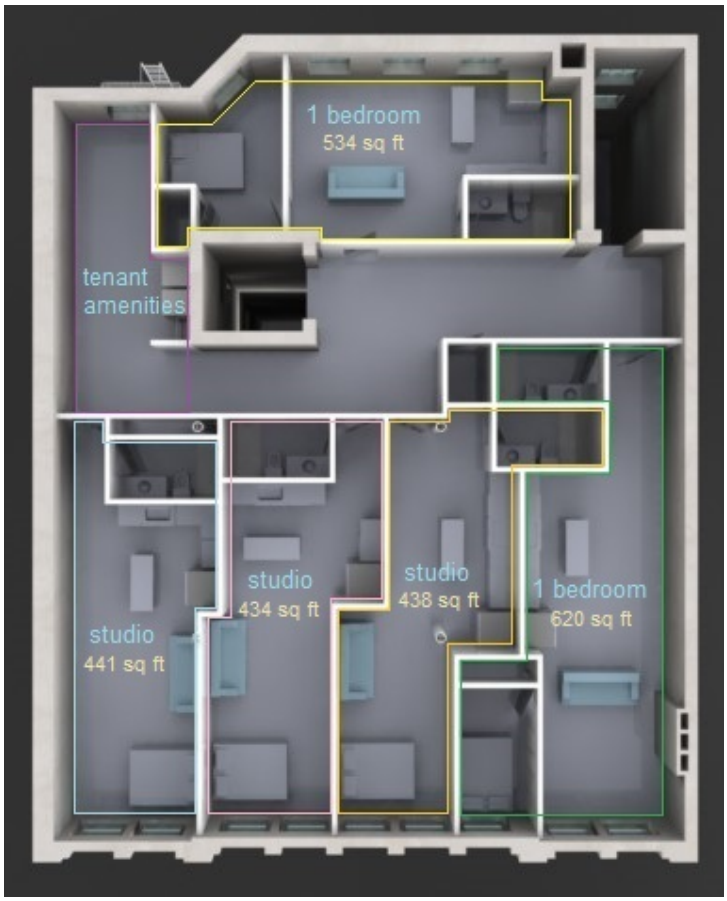
We are proposing a mixed-use, historic renovation project that will serve a gap in the downtown Green Bay market by offering commercial and residential spaces at a lower than average cost, reducing the barriers of entry and opening the market to under-realized market segments.

Development Plan Goals

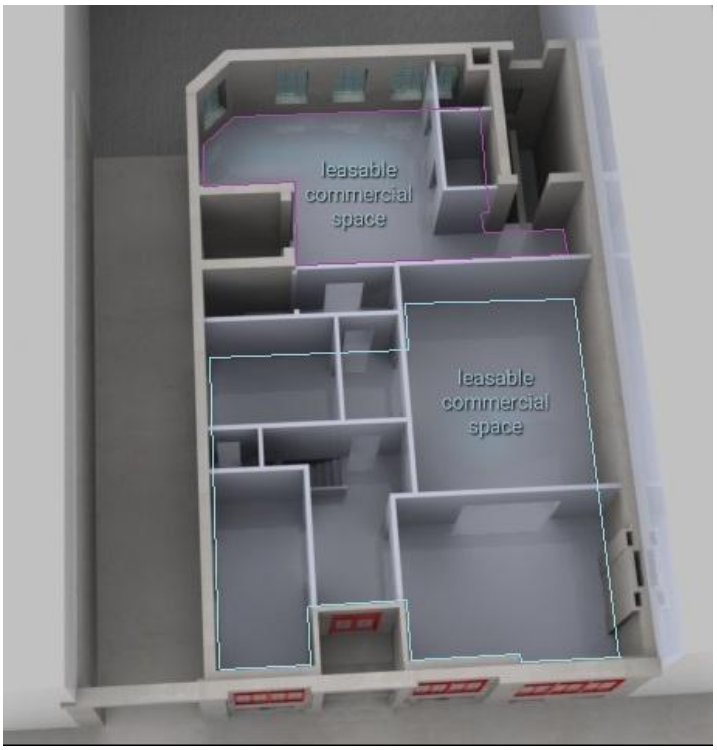
- Provide a mix of low income and market rate high-quality housing.
- Provide high-quality commercial spaces for multiple industry types.
- Create synergy between commercial and residential uses.
- Provide common areas and property amenities to create value for residents and commercial tenants
- Ensure a safe and secure property
- Bring new life to the property and enhance the public and private spaces around it

Development Components

Second and third floors will be redeveloped to include apartments and tenant amenities. Each level will have three studio and two one-bedroom apartments and include tenant amenities such as lounge area, local art, and storage for shared items and maintenance supplies.



The ground floor will be leasable office space. Commercial tenants will be attracted to the inviting aesthetics and the great visibility to both foot and vehicle traffic on Adams Street.



Room sizes, natural lighting, and efficiency will all be taken into account and each level will be designed to offer the greatest use of space and maximize the building potential. Floor plans are preliminary and can be changed before construction to maximize the value to the target demographic.

Façade revitalization will be a large part of the development. The exterior will get repairs to the brick and pre-cast elements and all windows will get extensive repairs to preserve the historical value they bring to the property. The roof will get repairs to the copings and the rubber will be inspected for defects. Both chimneys will undergo brick and mortar repairs and will be restored in functionality.

The rear of the building will be cleaned of all vine growth and may include the addition of a fire escape if required. The outdoor patio area will be optimized for tenant and commercial enjoyment.

Additional conceptual design elements include targeted commercial use of the basement and alley way.

Walnut Conceptual Overview

Our current plans for the Walnut building are less detailed than the Adams building at this time as we had worked on a proposal for Adams prior, and simply haven't had much time inside Walnut yet. We do feel however that we have a solid grasp on what the building may need to revitalize it, and how to best use the property to bring more mixed use opportunities to downtown Green Bay.

Our plan is to create a central courtyard that will serve as a vibrant focal point for the building, and bring natural light into all levels of the building. Our vision encompasses the restoration and adaptive reuse of the historic building, preserving its architectural significance while transforming it into a mixed-use development. The centerpiece of this project is the central courtyard, designed to be a welcoming space that fosters social interaction and community engagement. Surrounding the courtyard, we propose the construction of thoughtfully designed residential units that will provide much-needed housing options in the heart of the city. This unique blend of historical preservation and contemporary living will create a harmonious and sustainable environment that celebrates the city's rich heritage while catering to the evolving needs of its residents.

Development Financing

In order to bring this vision to life, we have carefully researched and developed a comprehensive financing and investment plan. We propose a combination of funding sources, including private investors, grant programs, and potential partnerships with local financial institutions. Our team has a proven track record of securing financing for similar projects, and we are confident in our ability to attract the necessary capital. We are committed to working closely with the city to explore additional avenues, such as tax incentives and public-private partnerships, to ensure the financial viability of the project. By leveraging these financing and investment options, we believe our real estate project will not only enhance the city's aesthetic appeal but also provide economic growth and employment opportunities for its residents.

Below is a more detailed list of the investment and financing options we plan to utilize to complete this project.

- Personal cash
- ARPA Affordable Housing
- HOME Funds
- Revolving Loan Fund
- Commercial Facade Grant
- Equity in other investments if needed
- Relationships with local banks previously used for commercial and construction loans

In conclusion, our financing and investment options offer a solid foundation for the success of this real estate project. With a diverse range of funding sources, strategic partnerships, and potential incentives, we are confident in our ability to secure the necessary capital and drive economic growth in your city. We look forward to working closely with the city officials to further explore these options and move forward with this transformative endeavor. Together, we can create a thriving environment that benefits both the community and investors alike.

Conclusion

Our proposal outlines a development project that promises to enhance the city's landscape and provide valuable economic opportunities. We respectfully request a 6-month planning option to thoroughly assess the feasibility of the project and collaborate with city officials to ensure its successful implementation.

The proposed development project encompasses a comprehensive revitalization plan for these two historic buildings. It aims to create a vibrant mixed-use space that combines residential, commercial, and recreational elements, catering to the evolving needs of the community.

During the 6-month planning period, our team will diligently analyze the project's technical and financial aspects, engaging with various stakeholders and conducting extensive market research. This inclusive approach will allow us to gather valuable insights, address potential challenges, and develop a comprehensive strategy that aligns with the city's vision.

Furthermore, we are committed to working closely with city officials, local residents, and relevant departments to ensure that the development project is in line with zoning regulations, environmental considerations, and community needs. Open dialogue and transparent communication will be integral to this collaborative process.

By granting us a 6-month planning option, the city will provide the necessary time and space to forge a well-informed, comprehensive plan for the development project. This period will allow us to fine-tune the design, secure potential financing options, and conduct thorough impact assessments.
We firmly believe that this development project has the potential to contribute significantly to the city's growth, economic vitality, and overall quality of life for its residents. With your support and collaboration, we can create a sustainable, inclusive, and prosperous community for generations to come.

We eagerly anticipate the city's consideration of our request for a 6-month planning option and the opportunity to work together towards a shared vision of a thriving city.

Sincerely,

Michael Ehlenbeck and Shane Forrest
Co-Owners
Parker Gray Investments

The Venue

227 E. Walnut Street

Proposal Submitted by 33 Investments LLC

Taylor VanDenBurg
Brad Schneider
Sarah Welch

Concept Overview

The goal of this project is to utilize this historic building(s) in a way that not only honors the history, but also creates a sustainable and profitable future. This project will enhance the business district, the City of Green Bay, and the community. We are asking to redevelop all parcels associated with the Schauer and Schumacher buildings. (12-222/ 12-118/ 12-119)

This renovation will be broken into a 2 phase construction project:

1. Exterior restoration
2. Interior restoration

Phase 1 will start with an exterior facade restoration top to bottom. This would start with restoring the dilapidated brickwork and tuck pointing then transition into building new elevator shafts. The next step would be to focus on the rooftop terrace, putting a roof on the entire structure. Step three would be the restoration and roughing in of all new interior infrastructure of the building:

- Walls
- HVAC
- Updated electrical service
- New Plumbing service
- Completing the interior brickwork restoration

Phase 2 of the project would start directly after completion of phase 1. This phase would focus on the interior finish work throughout the building; focusing on bringing high-end, complementing finishes to the old world architecture. Completion of the redevelopment at “The Venue” is expected to be completed by January 2025.

Dear RDA members,

Attached you will find our redevelopment proposal for the Schauer & Schumacher buildings at 227 E. Walnut and 109 N Adams st. The goal of this project is to utilize these historic buildings in a way that not only honors the history, but also creates a sustainable and profitable future that compliments the business district, the City of Green Bay, and the community.

We are proposing to redevelop the building at 227 E Walnut into a 15,000sq ft, 3 story event space called “The Venue." This one of a kind space will cater to weddings, corporate events, community events, and nonprofits. With an emphasis on preserving the grand archways on the second story, bringing the historical architecture to vibrant life through the entire building. This space will be designed to accommodate up to 250 guests for a sit down meal and event. The property will receive a complete preservation but include completely new heating and cooling infrastructure, new elevators, a commercial kitchen, supporting bathrooms and adding a rooftop terrace. The event space will be owned and operated by Taylor VanDenBerg and Brad Schneider with Sarah Welch being its operations manager.

Secondly, we are proposing to redevelop 109 Adams St. into a mixed-use development. The lower level would boast an up class style speakeasy (like) cocktail lounge. The main floor would retain a split for retail and commercial office space. We will then redevelop the 2nd and 3rd floors into 6 high class residential units. We will market these units as boutique luxury housing.

These two buildings offer a lucrative opportunity not only to our team but to the city of Green Bay and its surrounding businesses. With our business model and experience this project has the opportunity to bring a significant long term economic impact to the city and promote a healthy community.

Thank you for your consideration:

Taylor VanDenBerg Brad Schneider Sara Welch

Dear, RDA Members,

We are proposing to redevelop the building at 227 E Walnut into a 15,000sq ft, 3 story event space called “The Venue " This one of a kind space will cater to weddings, corporate events, community events, and nonprofits. With an emphasis on preserving the grand arch ways on the second story, bringing the historical architecture to vibrant life through the entire building. This space will be designed to accommodate up to 250 guests for a sit down meal and event. The property will include new elevators, a commercial kitchen, supporting bathrooms and an added rooftop terrace. The event space will be owned and operated by Taylor VanDenBerg and Brad Schneider with Sarah Welch being its operations managing partner.

Our project team will also be submitting a proposal for the following properties; 101 N. Adams and 109 N. Adams street. The building at 109 N. Adams Street is essential to the success of the Walnut Street building.

These two buildings offer such a great opportunity not only to our team but to the city of Green Bay and its surrounding businesses. With our business model and experience our project has the opportunity to bring a significant economic impact to the city of Green Bay.

Thank you for your consideration:

Taylor VanDenBerg Brad Schneider Sarah Welch

Development Team

The development team of the Schauer and Schumacher buildings will be directed by “33 Investments LLC”. Direction of the team will be driven by partners Taylor VanDenBerg and BradSchneider. With further support and secondary partnership with Sara Welch In “The Venue”, Furthermore Jenifer Lurkey with Legacy Architecture will render her company's full service.

Brad Schneider (BTS Fox Valley Properties LLC)

Brad Schneider currently owns and operates commercial, residential, and student housing real estate in Oshkosh, Appleton and New Holstein. He has been a principle on multiple redevelopment projects for tenants that include the UW Oshkosh head start program and Launch Therapy which specializes in autism therapy for children. In addition to real estate development Brad specializes in inventory management in the hospitality industry.

Taylor VanDenBerg

Taylor VanDenBerg specializes in Commercial, Residential, and Industrial construction and currently works with investors as a licensed general contractor of the state of Wisconsin to provide investment strategy options and construction services to his clients. Taylor has 12+ years of experience in construction project management with an emphasis on leadership and results driven production with safety at the core of all operations. Taylor served the industrial industry as an independent contractor overseeing 8 full scope project remodels for Wal-Mart most recently being the De Pere location in 2021, working with Immel Construction and Corporate representatives of Wal-Mart directing the infrastructure and communications project scope. Taylor has completed over 172 large scale construction projects in the midwest over the course of ten years. Taylor has most recently completed two home revitalization projects in the city of Green Bay in addition also built three new residential structures in outagamie county.

Sarah Welch (Eventful)

Sarah started her working adventure in the restaurant industry and has over 25 years of hospitality experience. Working in all sorts of establishments across the entire country including corporate, chain, mom+pop, seasonal, fine-dining, field-to-fork, destination, and college towns.

After holding *every* position in the bar/restaurant world it was time to move on.
Wanting to stimulate her creative side and be challenged in her day to day work, She took her learned skills, dove in and has been coordinating Weddings and Events for the last 17 years. Planning + Designing + Executing over 1000 events to date. While Weddings make up the majority of her planning resume includes Corporate + Social Events, Fund-Raisers, Holiday Parties, Galas, and more to fill the rest of the calendar.

A true expert in her industry, her reputation precedes her. She comes highly recommended, with over 80% of her clientele coming from industry professionals referrals. She has a team that loves working with her and a full Staff ready to follow her onto this next venture.

Jennifer L. Lehrke

Over the past ten years, Ms. Lehrke has become a state-wide leader in preservation services and is the only licensed architect in the state who provides a full spectrum of both architectural design and consulting services, ranging from simple façade and feasibility studies, National Register of Historic Places nominations, and reconnaissance and intensive surveys to historic structures reports. Her award winning historic preservation work ranges from a $10 million theater restoration to an office addition to a small storefront, attesting to her level of expertise with regards to historic buildings and commitment to preserve the legacy of our past.

2. Alignment Strategy

This mixed-use development of the Schauer and Schumacher aligns with the city needs and boasts a bright future of tax revenue and brings revenue to support the local network of businesses.

The goal of this project is to revitalize these historic buildings that have been vacant for over 20 years and transition them into something that is historic and financially sustainable for its owners, community, and the City of Green Bay. The businesses that will operate out of these buildings wouldn't work in a new modern building. The historic nature, the location, and the support of the city are paramount to the success of this project.

We are asking the Redevelopment Authority of Green Bay to enter into a 4 month planning agreement with an option for an additional two months. During this planning period our team will be able to secure financing, finalize costs, and finalize architectural design. The project relies on succuring the following additional properties: 101 N. Adams Street and 109 N. Adams Street.

Construction would start early to mid January of 2024 and would last approximately one year.

1. **Safety:**
   - 1.1: The project goal is to ensure that this property does not fall into further disrepair which would cause the city to consider demolishing this building and removing a piece of history.
   - 1.2: During the planning phase a lead paint and asbestos remediation company will be contracted to detect and safely remove any issues. Additionally we would ask the city for any records pertaining to lateral water lines and potential lead contamination.
   - 1.3 We do not expect any changes to be made to the public water, sewer, or storm water infrastructure(unless noted by the architect) .
   - 1.4 Currently there are no known traffic hazards pertaining to this property at this time. In the event any are found the projects goal would be to work with the city to eliminate them in the safest way possible.

2. **Productive Projects**
   - 2.1 Due to the constraints of the historic nature, great care will be taken to ensure the the look and feel of the exterior will be unchanged. The projects goals will be to bring the interior and infrastructure of the building to today's building standards and codes. Energy efficient building techniques and materials will be used throughout.

2.2 Anticipated assessed value of the both properties will be anywhere between 4.5 and 5 million dollars. At the current combined tax rate of $20.02 anticipated tax revenue to the city will be $90,090 to $100,100 annually.
2.3 At this time we are not asking the city to provide any additional infrastructure.
2.4 This project will create several jobs in the hospitality industry. It will greatly benefit surrounding businesses and their employees due to the nature of how we intend to use the building. The economic impact on the city of Green Bay will be significant.

3. Accessible Projects

3.1 The project scope includes creating ADA accessible bathrooms on all floors. Two new elevators will be installed to gain access to all floors.
3.2 This building is a six minute walk to public transit.
3.3 Bicycle parking will be created in the ally way between the two buildings to encourage non-motorized transportation methods.
3.4 The project's goal is to create jobs for individuals from all ages, abilities and incomes. We will focus on the hospitality industry. Several key jobs will be created for highly skilled individuals. These jobs will be full-time and come with mid level to high salaries.

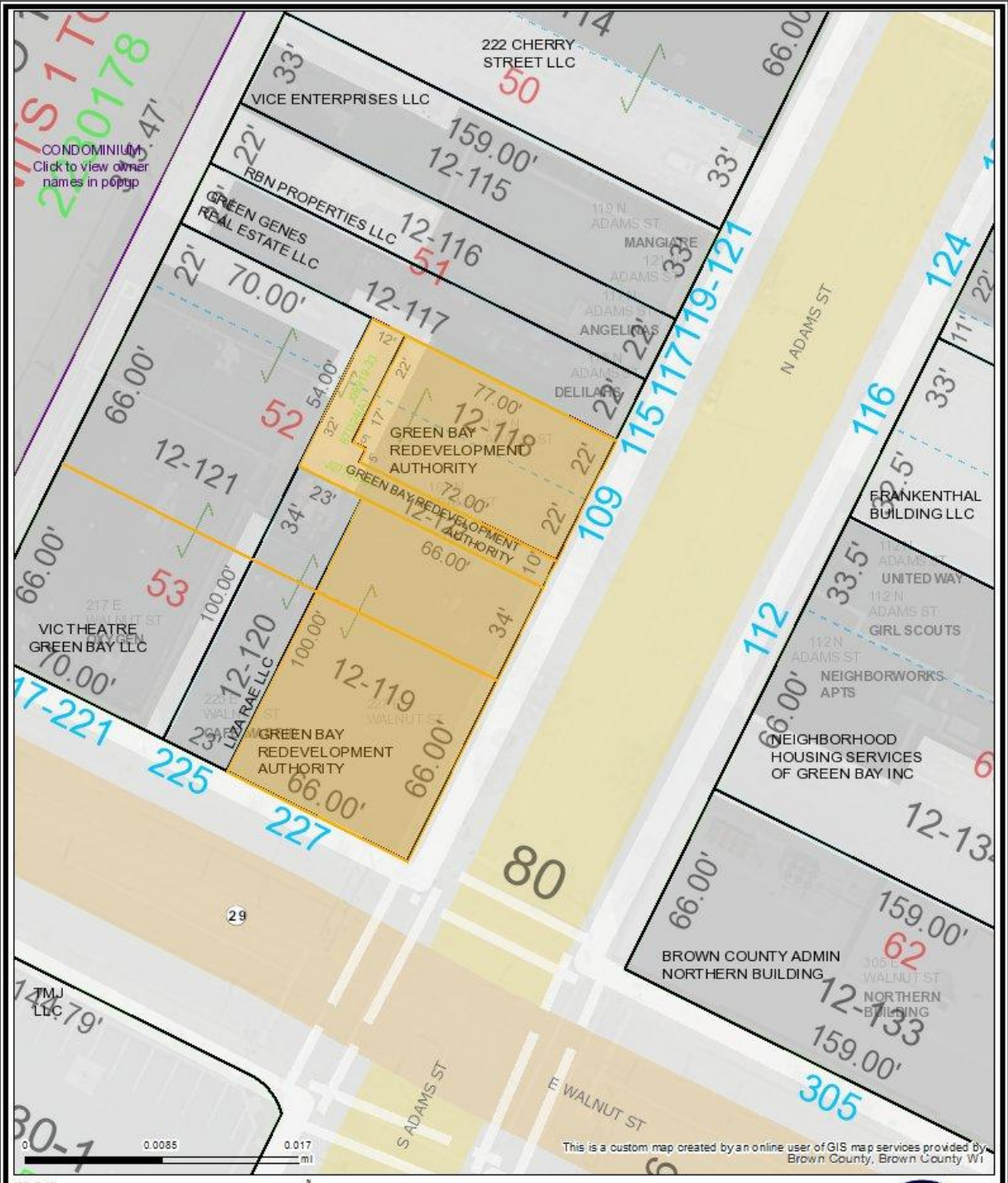
4. Innovative Projects

4.1 This is a totally new way of using the building at 227 E. Walnut. The building has been a retail location since its inception. Using this space in an innovative way will breathe new life into an old building.
4.2 The original floor plan for the building will largely remain unchanged. In the future if there is a need for an alternative use of the building, the current open floor plan could easily accommodate any new layouts.
4.3 The alleyway between the two buildings give us a great opportunity to highlight this unique space, by adding stylized outdoor seating. We believe that this space is currently being under utilized for both public and private use.

Design and Use

Dedicated Space Use	Square Footage
Event Space	13,200
Outdoor space/ rooftop terrace	2,800
(Adams st)	12,140
Total	28,140

Design Renderings



map

Map printed on 6/5/2023

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- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

(920) 448-6480
www.browncountywi.gov

Long-Range Planning:

The Downtown Core Enhancement plan calls for increased density and first floor commercial space. The project's business model focuses on utilizing the first floor in a way that supports the city's plans.

Parking:

Guests attending weddings or events at “The Venue” will be encouraged to use the parking ramp at 200 N. Adams street unless they are staying at the Northland Hotel down the street.

Public Art:

This project will commit 1% of the overall project budget to the Green Bay Public Arts Commission in addition to working with local artists to enhance the beauty of the exterior of the building and surrounding area with local art .

Investment:

Our project team is offering to purchase the three parcels of land for $1 each from the Redevelopment Authority. Current estimated costs to develop both buildings will be $2,500,000- $3,500,000.

Financing

We have private investors interested and are actively giving showings. Traditional forms of financing are being explored as well including local investment banks. The project will adhere to both federal and state Historic Building Rehabilitation guidelines under Jennifer Lehrke’s direction to qualify for historic tax credits.

Economic Impact on the the Community

Projected Economic Plan

Year 1: 20 weddings + 10 events a year (as events tend to book 12-18 months out)
Year 2: 40 weddings + 20 events a year
Year 3 & Beyond: 50 weddings + 30 events

Economic impact of guests attending a wedding. (A 200 guest wedding will spend an average of $30,000 on travel expenses)

- 60% of the guests will be from out of town (120 people)
- 80 of those out of town guests will stay 2 nights for the wedding.
- Roughly 100 room nights will be reserved at an average of $150 per night.
- Guests will on average spend $125 per weekend on meals/ drinks, entertainment, forgotten amenities, and fuel.

Economic impact of the couple planning the wedding

($20,000 average is spent)

- Multiple visits will be made while choosing a venue and hiring their vendor team. This includes hair and makeup, gown fittings, food tastings, decore design, and photographers.
- All of these visits may include rooms, meals, and fuel.
- Suits, gowns, rings, invites, and wedding party gifts.
- Finally the rehearsal dinner for upwards of 50-75 guests will be had at a local restaurant.

Economic impact on day of the wedding
($85,000 average spend)

- Venue Rental
- Planner
- Photographer
- Florist
- DJ/Band
- Rentals
- Hair and Makeup artists
- Caterer
- Desserts
- Bar
- Staff
- Parking

Economic Impact of 200 person wedding	
Hotel Rooms (100 Room Nights at $150 per night)	$30,000.00
Pre Wedding Spending	$20,000.00
Day of Wedding	$85,000.00
Total Economic Impact	$135,000.00

Conclusion

In total, one wedding can bring upwards of $135,000 to the downtown Green Bay area. When we hit our goal of 50 weddings a year the economic impact could be as high as $6.75 million to the downtown area annually. This number does not include the 30-50 corporate events per year. Thank you for your consideration on this project,

Sincerely , Sincerely, Sincerely,

Taylor VanDenBerg Brad Schnieder Sara Welch

Taylor VanDenBerg

VANDENBERG CUSTOM SERVICES
422 Frances St.
Kaukauna, WI 54130
(920) 809-0685

5th June 2023

Letter of intent:

To Whom it may concern,

I intend to develop the historic Schauer & Schumacher buildings into a sustainable and profitable mixed use development. My priority on this project is to bring life and prosperity back into the downtown district. This project offers a very lucrative opportunity for everyone involved. The team I have assembled has the knowledge, experience and dedication to take this project to the next level. Thank you for your time.

Sincerely,

Taylor VanDenBerg

605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081
(920) 783-6303
info@legacy-architecture.com
www.legacy-architecture.com
June 1, 2023

Taylor VanDenBerg
VanDenBerg Custom Services
422 Frances Street
Kaukauna, WI 54130

Re: Letter of Intent and Support for the
Schauer & Schumacher Buildings
227 Walnut Street and
109 N. Adams Street
Green Bay, WI

To whom it may concern:

I am pleased to write this letter of intent and support for the adaptive reuse of the Schauer & Schumacher Buildings.

Mr. VanDenBerg and I have been discussing his vision for the buildings, and Legacy Architecture intends to provide architecture, interior design, and historic preservation consulting services should he enter into a development agreement with the Redevelopment Authority.

I understand the buildings have been vacant for nearly 24 years and possibly underutilized for as many as 69 years. In recent years, there have been several adaptive reuse and rehabilitation projects of vacant and underutilized historic buildings nearby, including the Ferguson Family Y (Greater Green Bay YMCA) at 235 N. Jefferson St., Hotel Northland at 304 N. Adams St., and Green Genes Real Estate at 115 N. Adams Street. This project would build on that track record of redevelopment in downtown Green Bay.

The project is also seeking to use federal and state historic tax credits. These credits have a long history of creating jobs, leveraging private investment, increasing property values, drawing new businesses, attracting new residents, and enlarging the tax base. This project will do all that and more!

We appreciate the opportunity to provide this letter of intent and support. Please contact us if there are any questions or if you require further information.

Sincerely,

Legacy Architecture, Inc.

Jennifer L. Lehrke

Jennifer L. Lehrke, AIA, NCARB

Principal Architect, Interior Designer & Historic Preservation Consultant

BTS Fox Valley Properties

Brad Schneider
W4860 Escarpment Terrace
Sherwood, WI 54169
920.750.0434
btsfoxvalley@gmail.com

6.5.2023

To whom it may concern

I am excited to be a part of this upcoming project. Taking something old and making it new again has been a passion of mine since starting in business.

Our team is dedicated to working closely with the City of Green Bay in creating a space that can be financially beneficial to all parties involved. In doing this project we will create a business that not only benefits us as owners, the city of Green Bay but also surrounding businesses.

As a team we possess the ability, the drive and determination to see this project through.

Thank you for your consideration

Brad Schneider

Brad Schneider

makeiteventful.com
sarah@makeiteventful.com
#920.850.4993

June 1, 2023

re:: letter of support
the VENUE PROJECT
227 E. Walnut Street
Green Bay, WI

to whom it may concern::

I am writing this letter to express my utmost support and enthusiasm for **the Venue Project** as proposed for the renovation of the historic building on the corner of Walnut/Adams Street.

As the owner of Eventful, a Wedding+Event / Planning+Design company, for the last 17 years, and the Operations Partner of the proposed project, I am exceedingly invested and beyond excited to be part of this potential adventure. The entire Staff at Eventful is enthusiastic to take our years of industry knowledge and experience and bring it to this amazing, high-potential location.

Our vision is to run an upscale, eco-friendly, highly coveted, trendy wedding venue with state-of-the art accouterments and all-inclusive rental offerings, all while honoring the site's historic beauty and unique features.
In tandem with the Adams Street Speakeasy Proposal, the two spaces will work symbiotically as each has something amazing to offer to the other. Creating a truly unique experience for our wedding couples and event goers alike
.
Additionally, we intend to immerse ourselves in the Community.
We will partner with, and support our neighboring businesses, weaving their talents into our all inclusive rental packages and offerings to our clients.
We will establish an internship program to train and help foster education in the service industry. We will pledge to help build and maintain the reputation and integrity of the downtown district while bringing thousands of new people to the area to explore.

We ask for your consideration of **the Venue** and allow us to be a part of your great community.

Enthusiastically,

Sarah Welch [she/her]
owner. planner. designer.

Till Death

109 N. Adams Street

Proposal Submitted by 33 Investments LLC

Taylor VanDenBurg
Brad Schneider
Sarah Welch

Concept Overview

The goal of this project is to utilize this historic building(s) in a way that not only honors the history, but also creates a sustainable and profitable future. This project will enhance the business district, the City of Green Bay, and the community. We are asking to redevelop all parcels associated with the Schauer and Schumacher buildings. (12-222/ 12-118/ 12-119)

This renovation will be broken into a 2 phase construction project:

1. Exterior restoration
2. Interior restoration

Phase 1 will start with an exterior facade restoration top to bottom. The plan starts with restoring the dilapidated brickwork and tuck pointing then transition into building new elevator shafts. The next step would be to focus on the rooftop terrace, putting a roof on the entire structure. Step three would be the restoration and roughing in of all new interior infrastructure of the building:

- Walls
- HVAC
- Updated electrical service
- New Plumbing service
- Completing the interior brickwork restoration

Phase 2 of the project would start directly after completion of phase 1. This phase would focus on the interior finish work throughout the building; focusing on bringing high-end, complementing finishes to the old world architecture. Completion of the redevelopment at “The Venue” is expected to be completed by January 2025.

Dear RDA members,

Attached you will find our redevelopment proposal for the properties located at 101 N. Adams Street and 109 N. Adams Street. The goal of this project is to utilize this historic building in a way that not only honors the history, but also creates a sustainable long term profitable future that compliments the business district, the City of Green Bay, and the community.

We are proposing to redevelop the building at 109 N. Adams street into 6 luxury boutique housing units on the top two floors, office/retail on the main floor and a speakeasy style bar in the lower level called “Till Death” 33 Investments LLC will maintain the option to operate the lower level bar as an extension of the wedding venue next door.

Our project team is also submitting a proposal for the property located at 227 E. Walnut Street.

These two buildings offer such a great opportunity not only to our team but to the city of Green Bay and its surrounding businesses. With our business model and experience this project has the opportunity to bring a significant economic impact to the city of Green Bay.

Thank you for your consideration:

Taylor VanDenBerg Brad Schneider Sarah Welch

Dear, RDA Members,

We are proposing to redevelop the building at 227 E Walnut into a 15,000sq ft, 3 story event space called “The Venue " This one of a kind space will cater to weddings, corporate events, community events, and nonprofits. With an emphasis on preserving the grand arch ways on the second story, bringing the historical architecture to vibrant life through the entire building. This space will be designed to accommodate up to 250 guests for a sit down meal and event. The property will include new elevators, a commercial kitchen, supporting bathrooms and an added rooftop terrace. The event space will be owned and operated by Taylor VanDenBerg and Brad Schneider with Sarah Welch being its operations managing partner.

Our project team will also be submitting a proposal for the following properties; 101 N. Adams and 109 N. Adams street. The building at 109 N. Adams Street is essential to the success of the Walnut Street building.

These two buildings offer such a great opportunity not only to our team but to the city of Green Bay and its surrounding businesses. With our business model and experience our project has the opportunity to bring a significant economic impact to the city of Green Bay.

Thank you for your consideration:

Taylor VanDenBerg Brad Schneider Sarah Welch

Development Team

The development team of the Schauer and Schumacher buildings will be directed by “33 Investments LLC”. Direction of the team will be driven by partners Taylor VanDenBerg and BradSchneider. With further support and secondary partnership with Sara Welch In “The Venue”, Furthermore Jenifer Lurkey with Legacy Architecture will render her company's full service.

Brad Schneider (BTS Fox Valley Properties LLC)

Brad Schneider currently owns and operates commercial, residential, and student housing real estate in Oshkosh, Appleton and New Holstein. He has been a principle on multiple redevelopment projects for tenants that include the UW Oshkosh head start program and Launch Therapy which specializes in autism therapy for children. In addition to real estate development Brad specializes in inventory management in the hospitality industry.

Taylor VanDenBerg (VanDenBerg Custom Service)

Taylor VanDenBerg specializes in Commercial, Residential, and Industrial construction and currently works with investors as a licensed general contractor of the state of Wisconsin to provide investment strategy options and construction services to his clients. Taylor has 12+ years of experience in construction project management with an emphasis on leadership and results driven production with safety at the core of all operations. Taylor served the industrial industry as an independent contractor overseeing 8 full scope project remodels for Wal-Mart most recently being the De Pere location in 2021, working with Immel Construction and Corporate representatives of Wal-Mart directing the infrastructure and communications project scope. Taylor has completed over 172 large scale construction projects in the midwest over the course of ten years. Taylor has most recently completed two home revitalization projects in the city of Green Bay in addition also built three new residential structures in outagamie county.

Sarah Welch (Eventful)

Sarah started her working adventure in the restaurant business and has over 25 years of hospitality experience. Working in all sorts of establishments across the entire country including corporate, chain, mom+pop, seasonal, fine-dining, field-to-fork, destination, and college towns. After holding *every* position in the bar/restaurant world it was time to move on.

Wanting to stimulate her creative side and be challenged in her day to day work, She took her learned skills, dove in and has been coordinating Weddings and Events for the last 17 years. Planning + Designing + Executing over 1000 events to date. While Weddings make up the majority of her planning resume includes Corporate + Social Events, Fund-Raisers, Holiday Parties, Galas, and more to fill the rest of the calendar

A true expert in her industry, her reputation precedes her. She comes highly recommended, with over 80% of her clientele coming from industry professionals referrals. She has a Team that loves working with her and a full Staff ready to follow her onto this next adventure.

Jennifer L. Lehrke (Legacy Architecture)

Over the past ten years, Ms. Lehrke has become a state-wide leader in preservation services and is the only licensed architect in the state who provides a full spectrum of both architectural design and consulting services, ranging from simple façade and feasibility studies, National Register of Historic Places nominations, and reconnaissance and intensive surveys, to historic structures reports. Her award winning historic preservation work ranges from a $10 million theater restoration to an office addition to a small storefront, attesting to her level of expertise with regards to historic buildings and commitment to preserve the legacy of our past.

Alignment Strategy

The mixed-use development of the Schauer and Schumacher aligns with the city's needs and boasts a bright future of tax revenue and brings revenue to support the local network of businesses.

The goal of this project is to revitalize these historic buildings that have been vacant for over 20 years and transition them into something that is historic and financially sustainable for its owners, community, and the City of Green Bay. The businesses that will operate out of these buildings would not work in a new modern building. The historic nature, the location, and the support of the city are paramount to the success of this project.

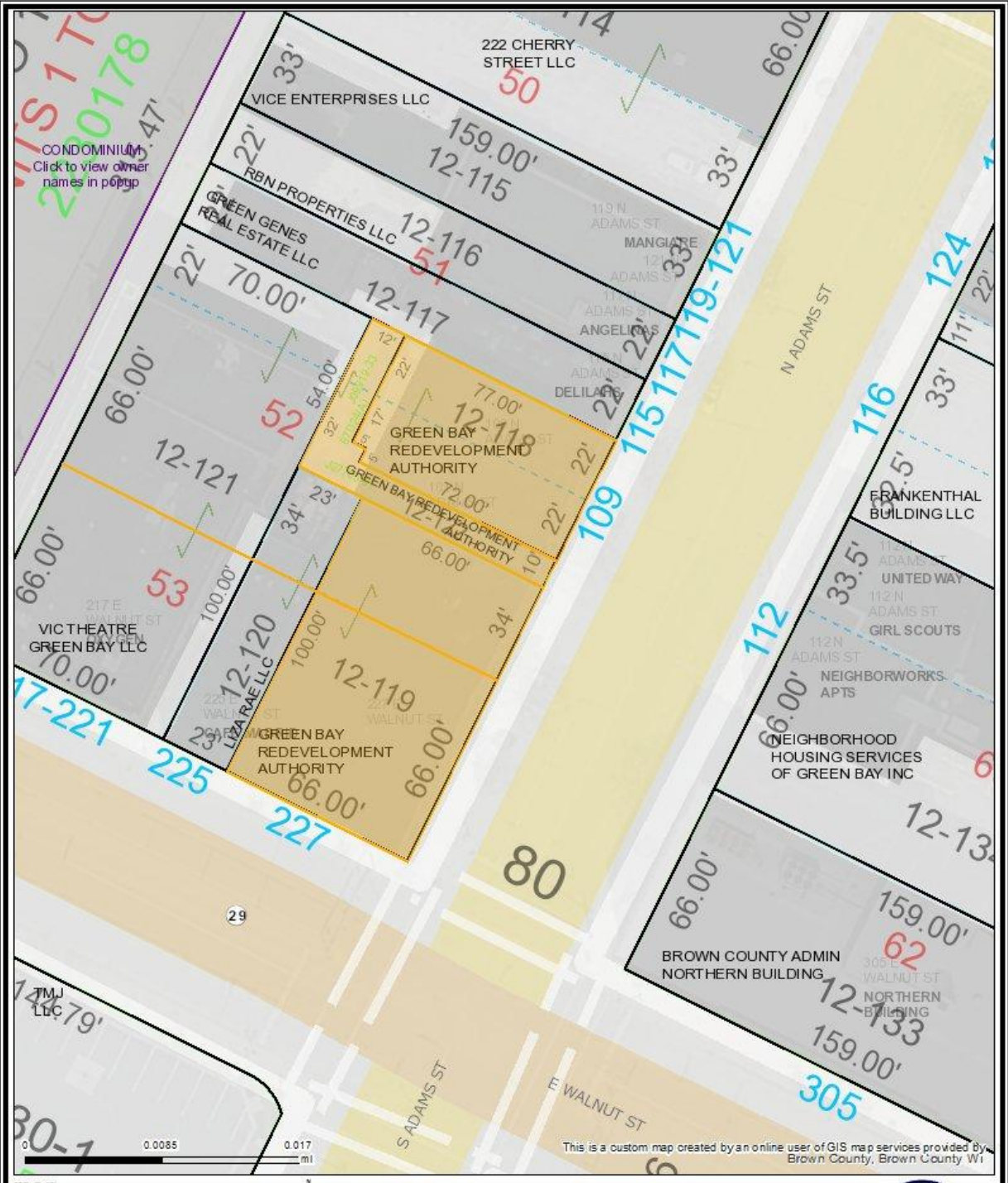
We are asking the Redevelopment Authority of Green Bay to enter into a 4 month planning agreement with an option for an additional two months. During this planning period our team will be able to secure financing, finalize costs, and finalize architectural design. The project relies on succuring 227 E. Walnut 101 N. Adams Street and 109 N. Adams Street.

Construction would start early to mid January of 2024 and would last approximately one year.

1. **Safety:**
   1.1: The project goal is to ensure that this property does not fall into further disrepair which would cause the city to consider demolishing this building and removing a piece of history.
   1.2: During the planning phase a lead paint and asbestos remediation company will be contracted to detect and safely remove any issues. Additionally, we would ask the city for any records pertaining to lateral water lines and potential lead contamination.
   1.3 We do not expect any changes to be made to the public water, sewer, or storm water infrastructure.
   1.4 Currently there are no known traffic hazards pertaining to this property at this time. In the event any are found the projects goal would be to work with the city to eliminate them in the safest way possible.
2. **Productive Project**
   2.1 Due to the constraints of the historic nature, great care will be taken to ensure the look and feel of the exterior will be unchanged. The projects goals will be to bring the interior and infrastructure of the building to today's building standards and codes. Energy efficient building techniques and materials will be used throughout.
   2.2 Anticipated assessed value of the both properties will be anywhere between 4.5 and 5 million dollars. At the current combined tax rate of $20.02 anticipated tax revenue to the city will be $90,090 to $100,100 annually.
   2.3 At this time we are not asking the city to provide any additional infrastructure.
   2.4 This project will create several jobs in the hospitality industry. It will greatly benefit surrounding business and their employees due to the nature of how we will use the building. The economic impact on the city of Green Bay will be significant.

3. **Accessible Projects**
   3.1 The project scope includes creating ADA accessible bathrooms on all floors. The current elevator will be repaired or replaced.
   3.2 This building is a six minute walk to public transit.
   3.3 Bicycle parking will be created in the alleyway between the two buildings to encourage non-motorized transportation methods.
   3.4 The project's goals is to create jobs for individuals from all ages, abilities and incomes. We will mainly focus on the hospitality industry. Several key jobs will be created for highly skilled individuals. These jobs will be full-time and come with mid level to high salaries. Their offices will be located on the main floor.
4. **Innovative Project**
   4.1 By creating new boutique luxury executive housing in the downtown area this will attract high value tenants to the surrounding businesses.
   4.2 Due to drastically changing the floor plan of the upper two floors they will most likely. remain housing for the foreseeable future. The main level and basement will be able to be converted if necessary in the future.
   4.3 The alleyway between the two buildings give us a great opportunity to highlight this unique space, by adding stylized outdoor seating. We believe that this space is currently being under utilized for both public and private use.

Design and use



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Dedicated Space Use	Square Footage
Residential housing	6400
Retail/ Office	2500
Added rooftop terrace	1500
Outdoor	1,750
Total	12,150

Construction timeline:

Phase 1 will commence on exterior restoration work and transition into updating/refurbishing the elevator. The windows in the upper residential units will be replaced with new high efficient windows. The lower level will retain the original restored doors and windows to preserve as much as the historic attributes of the building. During the final stage of phase 1 the infrastructure will be completely upgraded:

-HVAC
-Updated electrical service
-New Plumbing service
-Completing the interior brickwork restoration work
-Building new interior walls

Phase 2 will kick off with secondary interior restoration and finish work for the 6 executive boutique housing units.

Long-Range Planning:

The Downtown Core Enhancement plan calls for increased density and first floor commercial space and housing. Creating 6 housing units ,office space, and a gathering place fills these needs.

Parking:

Tenant, employee and visitor parking will utilize the parking ramp on Adams street.

Public Art:

This project will commit 1% of the overall project budget to the Green Bay Public Arts Commission in addition to working with local artists to enhance the beauty of the exterior of the building and surrounding area with local art .

Investment:

Our project team is offering to purchase the three parcels of land for $1 each from the Redevelopment Authority. Current estimated costs to develop both buildings will be $2,500,000- $3,500,000.

Financing

We have private investors interested and are actively giving showings. Traditional forms of financing are being explored as well, including local investment banks. The project will adhere to both federal and state Historic Building Rehabilitation guidelines under Jennifer Lehrke's direction to qualify for historic tax credits.

Economic Impact to the City of Green Bay

The creation of luxury boutique housing will attract high value professionals to the downtown area. The amenities that are within walking distance from the project's location will be positively impacted by the additional patrons this project will bring in.

We will be marketing these units towards corporations including but not limited to Schreiber Foods, Schneider National, and Belin health. The intent of these units are to be used for executive housing needs.

The speakeasy style bar located in the basement will be a destination location because of its unique style. The name “TIll Death” will enhance the appeal of the wedding venue next door. The name honors the history of the space and provides intrigue to event space users. These spaces will work in conjunction with each other.

Conclusion

Redeveloping the Adams street building into a mixed use space will enhance the downtown district through introducing high value tenants to high value amenities. Thus, increasing the value in and around the DownTown District.

Thank you for consideration,

Sincerely ,	Sincerely,	Sincerely,
Taylor VanDenBerg	Brad Schnieder	Sara Welch

605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081
(920) 783-6303
info@legacy-architecture.com
www.legacy-architecture.com
June 1, 2023

Taylor VanDenBerg
VanDenBerg Custom Services
422 Frances Street
Kaukauna, WI 54130

Re: Letter of Intent and Support for the
Schauer & Schumacher Buildings
227 Walnut Street and
109 N. Adams Street
Green Bay, WI

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I understand the buildings have been vacant for nearly 24 years and possibly underutilized for as many as 69 years. In recent years, there have been several adaptive reuse and rehabilitation projects of vacant and underutilized historic buildings nearby, including the Ferguson Family Y (Greater Green Bay YMCA) at 235 N. Jefferson St., Hotel Northland at 304 N. Adams St., and Green Genes Real Estate at 115 N. Adams Street. This project would build on that track record of redevelopment in downtown Green Bay.

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We appreciate the opportunity to provide this letter of intent and support. Please contact us if there are any questions or if you require further information.

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Legacy Architecture, Inc.

Jennifer L. Lehrke

Jennifer L. Lehrke, AIA, NCARB

Principal Architect, Interior Designer & Historic Preservation Consultant

Taylor VanDenBerg

VANDENBERG CUSTOM SERVICES
422 Frances St.
Kaukauna, WI 54130
(920) 809-0685

5th June 2023

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As a team we possess the ability, the drive and determination to see this project through.

Thank you for your consideration

Brad Schneider

Brad Schneider

makeiteventful.com
sarah@makeiteventful.com
#920.850.4993

Eventful
WEDDING+EVENT PLANNING+DESIGN

June 1, 2023

re:: letter of support
"THE VENUE"PROJECT
227 E. Walnut Street
Green Bay, WI

to whom it may concern::

I am writing this letter to express my utmost support and enthusiasm for **the Venue Project** as proposed for the renovation of the historic building on the corner of Walnut/Adams Street.

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In tandem with the Adams Street Speakeasy Proposal, the two spaces will work symbiotically as each has something amazing to offer to the other. Creating a truly unique experience for our wedding couples and event goers alike
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We will partner with, and support our neighboring businesses, weaving their talents into our all inclusive rental packages and offerings to our clients.
We will establish an internship program to train and help foster education in the service industry. We will pledge to help build and maintain the reputation and integrity of the downtown district while bringing thousands of new people to the area to explore.

We ask for your consideration of **the Venue** and allow us to be a part of your great community.

Enthusiastically,

Sarah Welch [she/her]
owner. planner. designer.

Part of Brown County WI

Map printed on 6/7/2023

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1 inch = 40 feet*

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- Vacated Right of Way

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www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a three-month extension to a planning option held by NeighborWorks Green Bay for parcels 2-176, 2-177, 2-178, 2-178-A for the 4th Street multi-family development.

BACKGROUND

In December of 2022, RDA granted a planning option to NeighborWorks Green Bay for a 10-unit multi-family development on four RDA-owned parcels. This development would be split into three (3) separate buildings with each unit consisting of 2 bedrooms, 1.5 baths, and 1 garage. The units will be marketed for sale; 3 of the 10 units will be set aside for buyers below 80% AMI.

During the previous planning option period, Neighborworks issued a Request for Proposals to four local general contractors for review and bid submittals. Based on the proposals received, Neighborworks is requesting that the planning option be extended to September 30, 2023 so they can continue to refine their design, budget, and proforma.

RECOMMENDATION

To approve a three (3) month extension to the planning option held by NeighborWorks Green Bay for parcels 2-176, 2-177, 2-178, 2-178-A for the 4th Street multi-family development.

FISCAL IMPACT

ATTACHMENTS

1. CGB RDA Planning Option Extension_4th Street Townhomes

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078

TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

May 24, 2023

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Planning Option Extension Request at Parcels 2-176, 2-177, 2-178, 2-178-A

Dear Ms. Bitney and Members of the Authority,

As part of our ongoing efforts related to the 4th Street Multi-Family project, NeighborWorks Green Bay is requesting an extension of our current planning option until September 30, 2023.

During the planning option period for this project, we have been in communication with City of Green Bay staff to better understand the design and engineering requirements for this site. Plus, we have generated a set of design documents and specifications and issued a Request for Proposals to four local general contractors for review and bid submittals for this 10-unit, single-family townhomes development.

Based on the proposals received after a 30-day bidding period, we are continuing to refine our design, budget and proforma in anticipation of a development agreement submittal to the City of Green Bay.

If you need additional information or documentation from our team on this topic, please let me know and I can follow-up as needed.

Thank you for your consideration.

Sincerely,

David W. Erickson
Director of Real Estate Development

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action to approve a 30-day extension of planning option for 1162 Day Street and 1164 Day Street for the development of two single family homes to NeighborWorks Green Bay.

BACKGROUND

The vacant lots located at 1162 Day Street and 1164 Day Street were purchased in 2013 using CDBG funds for the purpose of blight elimination and the expectation of building single-family, owner-occupied homes on each lot.

In May 2022, RDA granted a planning option to Neighborworks Green Bay in the anticipation that these lots would be removed from the FEMA Flood map. These are now no longer in a floodplain. These lots will be developed in the 2023-2024 school year by the Bridges Construction Student Build Program.

NeighborWorks Green Bay is requesting a 30-day extension to evaluate the financial feasibility of affordable housing as these lots were purchased using federal funds.

Staff has reviewed the proposal and is recommending awarding a 30-day extension to NeighborWorks Green Bay.

RECOMMENDATION

To approve a 30-day extension of the planning option for 1162 Day Street and 1164 Day Street for the development of two single family homes to NeighborWorks Green Bay.

FISCAL IMPACT

ATTACHMENTS

1. 1162 Day and 1164 Day Street GIS
2. CGB RDA Planning Option Extension Request_1162-1164 Day_Compiled

Part of Brown County WI

Map printed on 6/1/2023

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary ✓
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

(920) 448-6480

www.browncountywi.gov

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078

TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

June 7, 2023

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Planning Option Extension at 1162 Day Street and 1164 Day Street

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay is requesting a 30-day planning option extension for the 1162 and 1164 Day Street Sites, Parcel ID 7-62 and 7-63, respectively. This request is being made to allow our team time to ensure the necessary design and proforma details are complete with all parties involved. These sites are currently owned by the Redevelopment Authority of the City of Green Bay. (See attached preliminary site plan/vicinity map of the area under review).

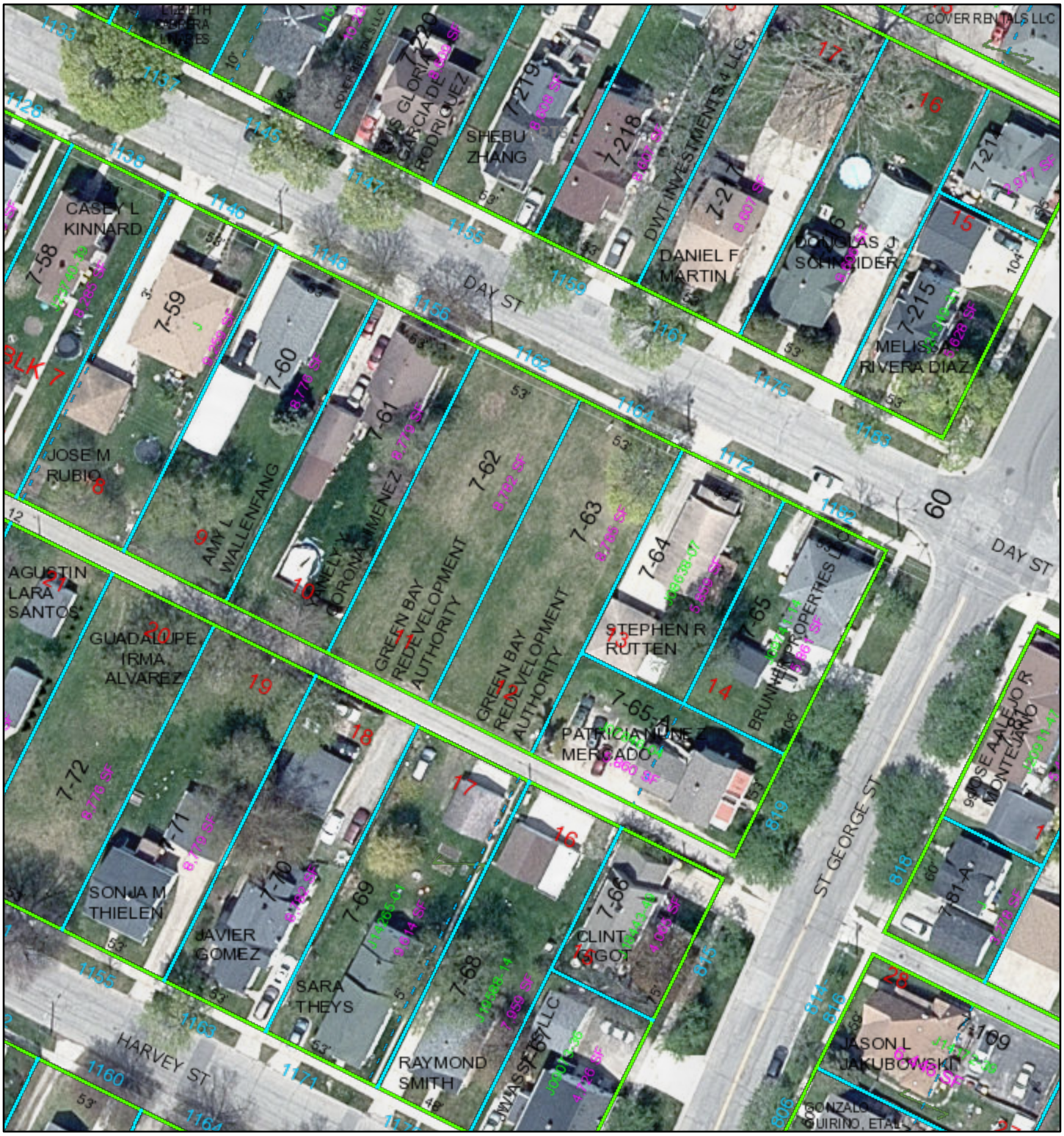
The intent for each parcel is to construct a 3 bedroom, 2 bath, single-family home with detached 2-car garage in partnership with the Bridges Construction and Renovation Program of Green Bay Area Public Schools (as 2023-24 academic year projects). We will request project financing through our donor-supported Adopt-A-Home™ program. We also may seek other community resources as needed to address project gaps.

Thank you for your consideration.

Sincerely,

David W. Erickson
Director of Real Estate Development

City of Green Bay Web Map



5/23/2023, 1:52:27 PM

1:1,128

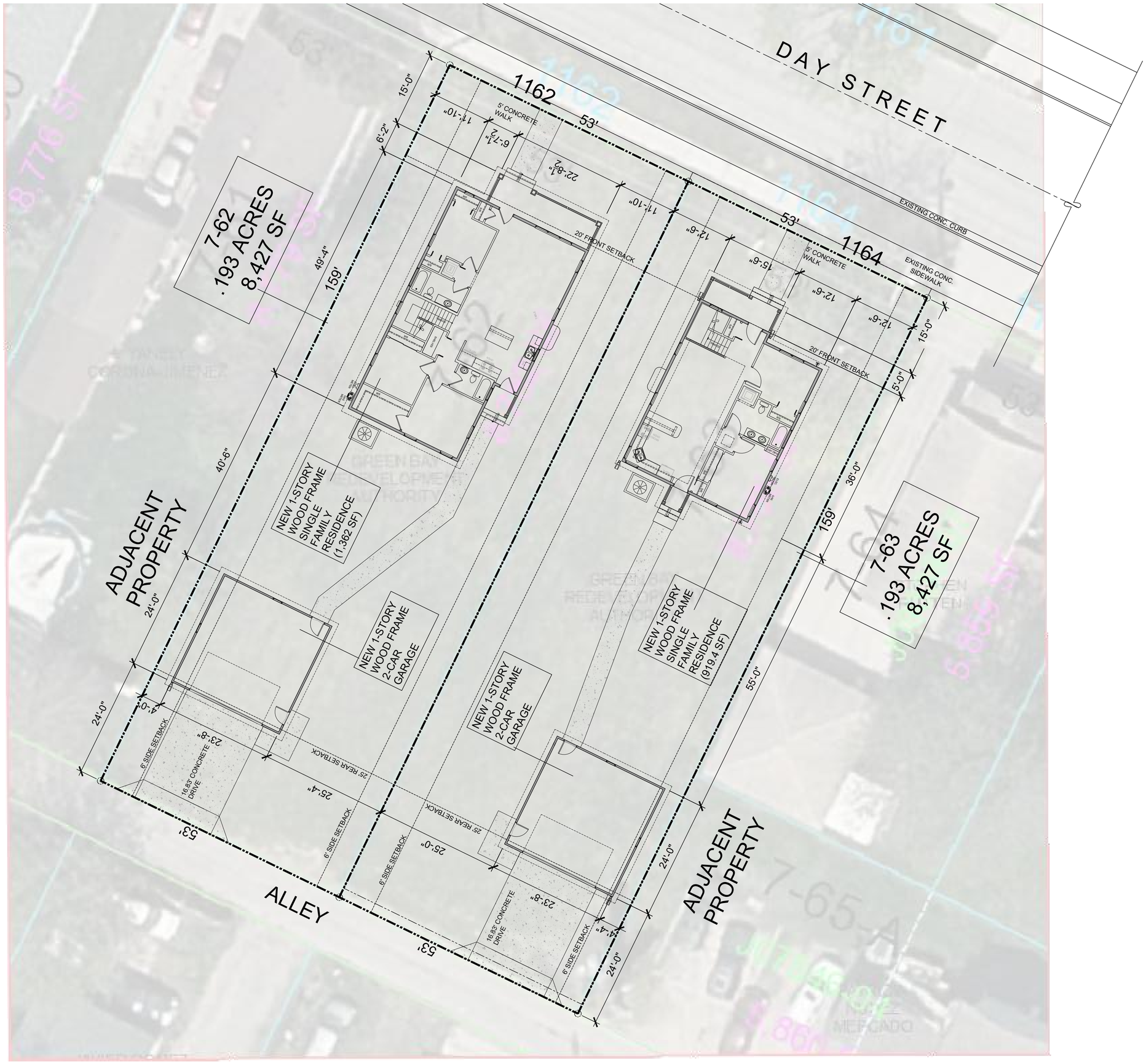
0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

County of Brown, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Brown County, Brown County WI

Web AppBuilder for ArcGIS

County of Brown, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Brown County WI | Brown County | USGS | Mike Hronek | Brown County Municipalities |



1 **SITE PLAN**

N.T.S.

NORTH

NeighborWorks®
GREEN BAY

'DOTY'& 'JACKSON'
SINGLE FAMILY RESIDENCE(S)

1162-1164 Day Street
Green Bay, WI 54301
PARCELS 7-62, 7-63

ISSUE DATE: -/--/--
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

△
△
△

1162-1164 DAY STREET
GREEN BAY, WI
PROJECT NAME

SITE PLAN
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE **CHECKED BY:** TD

SCALE: AS NOTED

0.2
SHEET NUMBER

S:\4. Real Estate Dev\2. Prospects\Green Bay_1162-64 Day Street_Small Homes\Drawings\0.2 Site Plan_v2.dwg, 4/17/2023 11:49:45 AM

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to approve a three-month planning option for the property located at 445 S Baird Street to Deals, Development, & Partnership Capital for a single-family, owner-occupied home.

BACKGROUND

The parcel located at 445 S Baird Street was a vacant lot purchased in 2019 using Neighborhood Enhancement Funds for the purpose of creating single-family, owner-occupied housing. The property is currently being marketed on our available properties site for the asking price of $9,500.

Staff recently received a proposal from Ken Wilson, Deals, Development, & Partnership Capital, for the development of a 3-bedroom, 2-bath, single-family home. The developer is also offering to purchase the parcel at the full asking price of $9,500. The developer has partnered with Wisconsin Building Supply to create an affordable new home plan, therefore bringing newer housing options to the area.

The developer will not need any additional funding from the RDA as they plan to fund the project using a commercial construction loan.

Staff has reviewed the proposal and is recommending the three-month planning option so that the developer can get final build plans, site plan, and financing secured.

RECOMMENDATION

To approve a three-month planning option to Deals, Development, & Partnership Capital for the development of a single-family, owner-occupied home on the lot located at 445 S Baird Street.

FISCAL IMPACT

ATTACHMENTS

1. 445 Baird - Formal Letter
2. 445 S Baird - Preliminary Plan
3. 445 S Baird GIS

Ken Wilson
General Contractor/Licensed Realtor
Deals, Development, & Partnership Capital
120 Doty St. Unit 672
Kaukauna, WI 54130
kwilson@ddpcap.com
920.784.7796
May 30th, 2023

Ronda Bitney
Real Estate Specialist
City of Green Bay
Community and Economic Development
Green Bay, WI 54130

Greetings Ronda,

I hope this letter finds you well. I am writing to formally present an offer for the city-owned land parcel located at 445 S Baird Street in Green Bay.

As an emerging and successful real estate development company, Deals & Development has a strong vision to transform this land into a small, single-family home with a detached garage. We firmly believe that this development will contribute to the growth and prosperity of the neighborhood. To address the existing low inventory, we have partnered with Wisconsin Building Supply to create an affordable new home plan that caters to middle-class and low-income borrowers, thereby bringing newer housing options to the area.

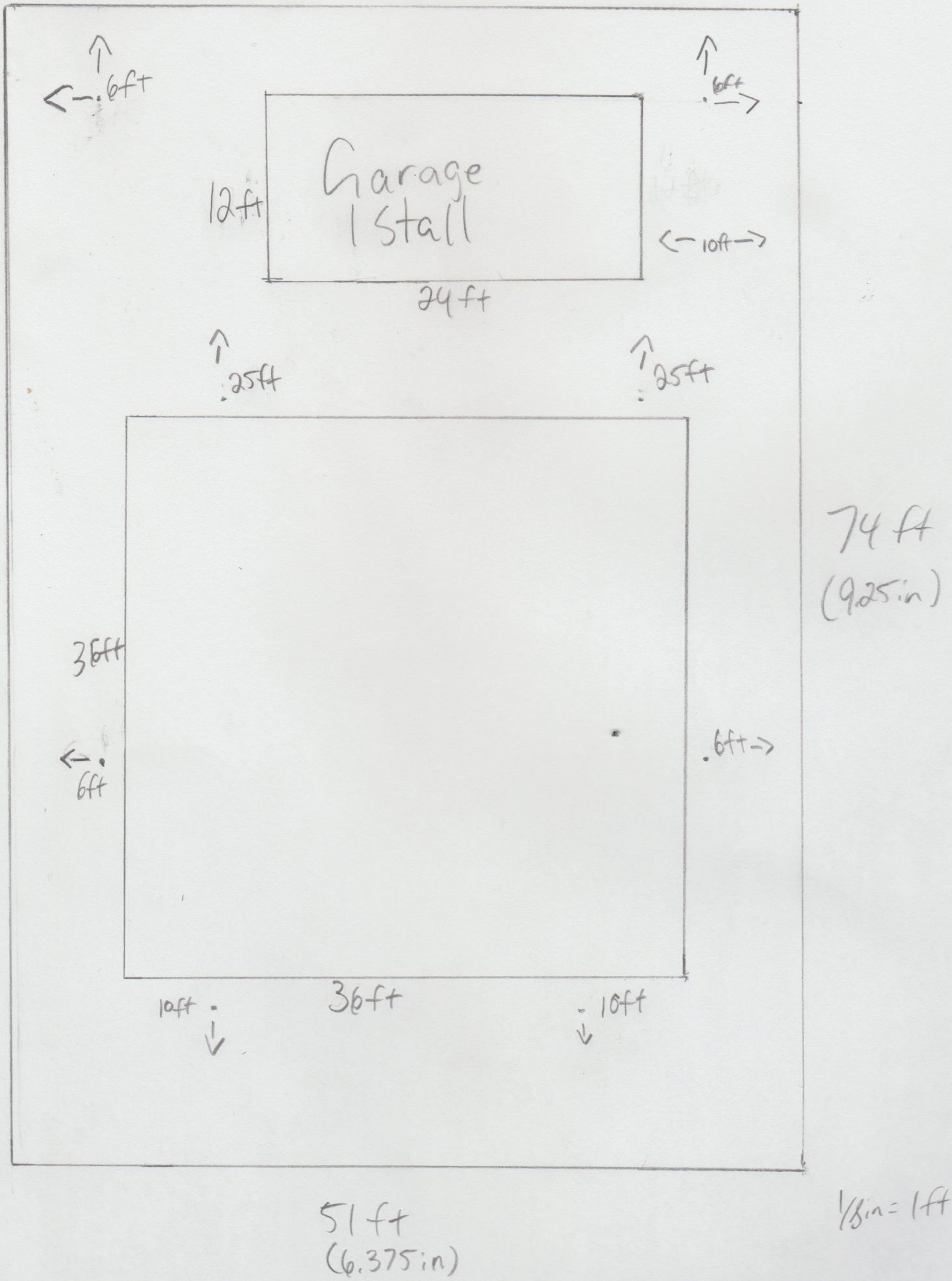
Allow me to outline our plans for the project and provide details regarding our proposed financing approach:

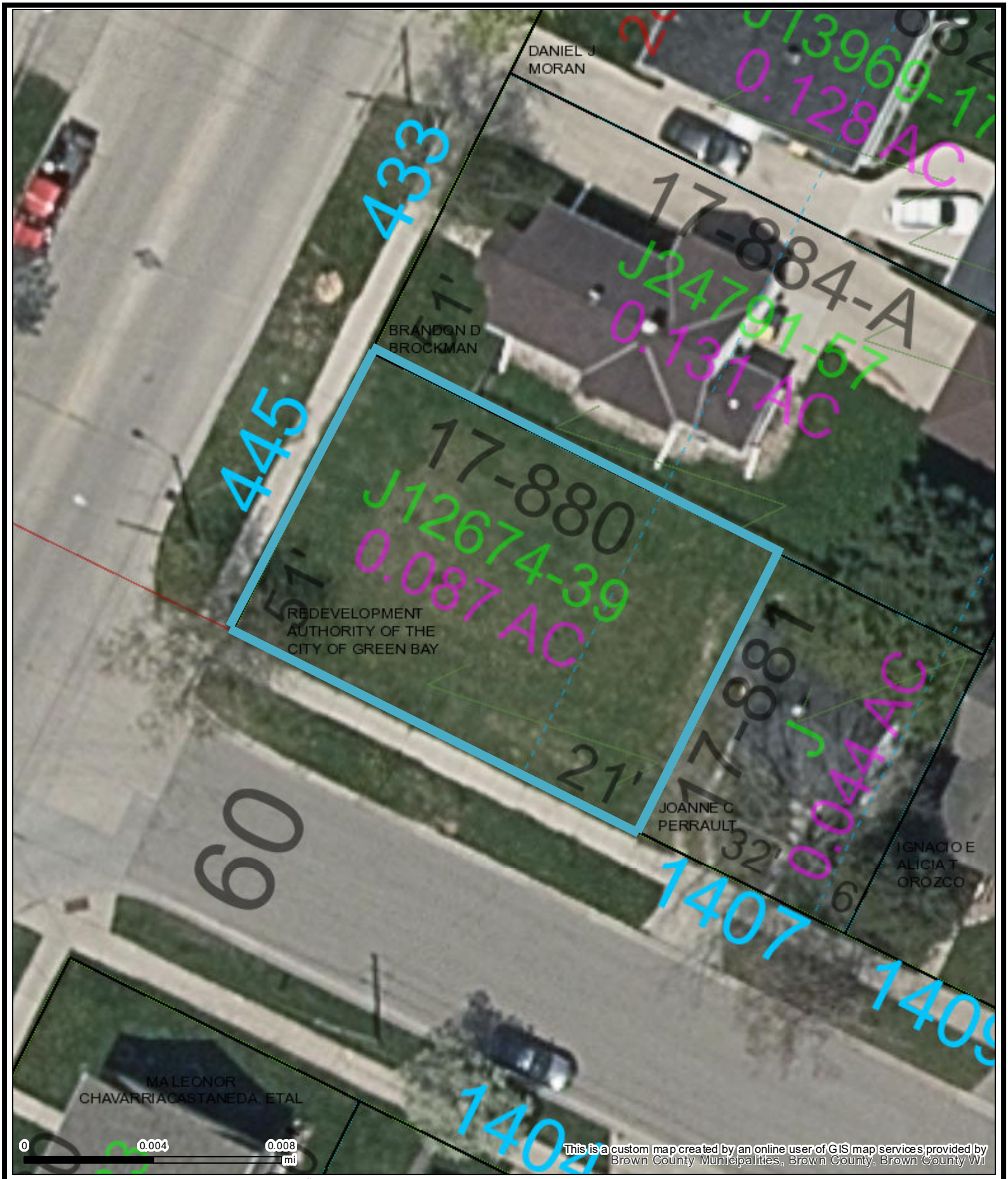
• We are offering the full asking price of $9,500 for the parcel.
• Our proposal includes constructing a 3-bedroom, 2-bathroom ranch-style home with a detached garage.
• We are currently evaluating the feasibility of a full basement versus building on a slab.
• The completed home will be intended for owner occupancy as a spec home build.
• We plan to finance the project through a commercial construction loan.

We are enthusiastic about the opportunity to collaborate with your team and contribute to the city's housing inventory through this successful project. Thank you for considering our offer, and we look forward to the possibility of working together.

Sincerely,

Ken Wilson General Contractor/Licensed Realtor Deals, Development, & Partnership Capital


6ft
6ft
Garage
1 Stall
12ft
10ft
24ft
25ft
25ft
74 ft
(9.25 in)
36ft
6ft
6ft
10ft
36ft
10ft
51 ft
(6.375 in)
1/8 in = 1 ft



Part of Brown County WI

Map printed on 6/1/2023

1:240

1 inch = 20 feet*

1 inch = 0.00379 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Stephanie Schmutzer, Staff

AGENDA ITEM # E.5

Consideration with possible action on awarding the Annual IT Service Contract and software licensing for KI Convention Center to Poppulo.

BACKGROUND

The City previously had a contract with Elevate 97 to supply the KI Convention Center (KICC) with technical support for the electronic signs at the KICC. They also supplied the Four Winds interactive software package to run the signs at the KICC. We are looking to go with Poppulo, formerly known as Four Winds, as the service provider for the KICC.

They will supply the software that allows the Hyatt computers to work with the KICC electronic signs for a cost of $14,000.00 for the first year. They are also providing upgraded hardware for 40 content players at the KICC to replace the old and outdated items for $37,700.00. The professional services for $13,280.00 covers installing the proper software onto the content players so it can be deployed easily once installed.

The Hyatt has said that they can cover the technical support as needed and Poppulo said that they would be a resource also for this on an as-needed basis.

RECOMMENDATION

To approve the quote by Poppulo for $64,980.00, which includes the new hardware, installation and the licensing for the software for the first year.

FISCAL IMPACT

ATTACHMENTS

1. Poppulo Quote for KICC

poppulo

Order
Q-30174-1

ESTIMATE

PLEASE DO NOT ISSUE A PURCHASE ORDER OFF OF THIS DOCUMENT. PRODUCTS AND PRICING ARE NOT FINAL OR BINDING

Your Order

Please review all content carefully before signing

CREATED DATE **May 12, 2023**
ORDER NUMBER **Q-30174-1**
VALID THROUGH **August 10, 2023**

Software	USD 14,000.00
Hardware	USD 37,700.00
Hardware as a Service	USD 0.00
Professional Services	USD 13,280.00
Third Party Content Feeds	USD 0.00
Annual Maintenance	USD 0.00
Estimated Charges	USD 0.00
First Year Total	**USD 64,980.00**
Annual Recurring Fees	**USD 14,000.00**

Contacts

PROPOSAL TITLE
Hyatt Regency Green Bay - DS Upgrade

PREPARED BY
Garrett Johnson
garrett.johnson@poppulo.com
+1 4053943397

CUSTOMER
Hyatt Regency Green Bay

CUSTOMER CONTACT
Jessie Shelby
jessica.shelby@hyatt.com
(414) 732-9459

CONTRACTING ENTITY
Hyatt Regency Green Bay

Account Information

Bill To
Hyatt Regency Green Bay
Jessie Shelby
150 North Riverside Plaza 8th Floor
Green Bay, Wisconsin 54115
United States
(414) 732-9459
jessica.shelby@hyatt.com

CONFIRM INFO ABOVE IS CORRECT
YES **NO**

Ship To
Jessie Shelby
333 Main St
Green Bay, Wisconsin 54301
United States
(414) 732-9459
jessica.shelby@hyatt.com

CONFIRM INFO ABOVE IS CORRECT
YES **NO**

Confidential between Customer and Poppulo. Not for distribution

poppulo

Order
Q-30174-1

ESTIMATE

PLEASE DO NOT ISSUE A PURCHASE ORDER OFF OF THIS DOCUMENT. PRODUCTS AND PRICING ARE NOT FINAL OR BINDING

Account Information Updates

Please make sure to adjust any incorrect information in the area below.

Bill To

Contact _____
Street _____
City _____
State/Territory _____
Country _____
Postal Code _____
Phone _____
Email _____

Ship To

Contact _____
Street _____
City _____
State/Territory _____
Country _____
Postal Code _____
Phone _____
Email _____

Billing Information

PURCHASE ORDER REQUIRED
☐ YES ☐ NO

TAX EXEMPT
☐ YES ☐ NO

Software

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
Harmony - DS - Pro 25+	Access to Digital Signage web application and standard Ready to Use Content for content publishing, device network management and user onboarding	USD 350.00	40	USD 14,000.00	Annually	36
Harmony - DS - Contributor License - Included	Access to Library Module for Digital Signage Content Contribution.	USD 0.00	3	USD 0.00	Annually	36

Hardware

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
FWP-10AIOA8.1-L	10.1" Philips Android All-in-One Spec Sheet: https://bit.ly/3xKwHIY	USD 522.00	30	USD 15,660.00	One-Time	
10HS-FIT	10" Enclosure - Landscape Product Spec Sheet https://bit.ly/2Ekfm01	USD 444.00	30	USD 13,320.00	One-Time	

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Order
Q-30174-1

ESTIMATE

PLEASE DO NOT ISSUE A PURCHASE ORDER OFF OF THIS DOCUMENT. PRODUCTS AND PRICING ARE NOT FINAL OR BINDING

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
FWPW-34	Windows i3 Player 3 year Swap-it (US Only) Product Spec Sheet https://bit.ly/3ZYT3lM	USD 872.00	10	USD 8,720.00	One-Time	

Professional Services

PRODUCT	DESCRIPTION	CUSTOMER PRICE	QTY	NET TOTAL	BILLING FREQUENCY	CONTRACT TERM (Months)
LIM-DEVICESETUP (DS)	Limited Player Device Setup and Configuration (Poppulo provided non-windows hardware)	USD 119.00	30	USD 3,570.00	One-Time	
Suite Implementation Package - 40 Content Players (DS)	Suite - Implementation Package for <Individualized Brand> - 40 Content Players; All signs deployed at same time	USD 8,390.00	1	USD 8,390.00	One-Time	
DEVICESETUP (DS)	Player Device Setup and Configuration (Poppulo Provided HW)	USD 132.00	10	USD 1,320.00	One-Time	

Acknowledgement of Order

All Payments are due Net 30.

The term of the software reflected on this Order will begin on the first day of the month following the date upon which the Contract is signed by the Customer. Professional Services offered on a fixed fee basis and Subscription fees are billed immediately after the Contract is signed by the Customer.

Tax Exempt Customers must provide valid documentation to FWI prior to the time of invoicing.

All Hardware orders require a deposit equal to 100% of the Hardware amount identified herein. Customer understands and acknowledges that the Hardware identified herein will not be ordered until such deposit payments have been received by FWI.

Applicable shipping charges and taxes will be invoiced after the Hardware has shipped.
By signing on the authorized signature lines, the Contracting Entity, including its authorized agents, agree that the contract documents referenced herein or attached hereto are binding and enforceable, and apply to the software, services and/or hardware to be utilized by the Contracting Entity and/or the Customer as set forth on this Order. The Contracting Entity and/or the Customer further acknowledges that any PO terms, which contradict the contract documents, shall have no force and effect. By signing below the signatory warrants and represents that he/she is an authorized representative of either the Company on the one hand, or the Contracting Entity and Customer on the other, and can legally bind these entities accordingly and hereby accept and agree to the terms contained in the following documents:

1. The Poppulo Software Subscription Agreement.
https://res.cloudinary.com/hbttjq0il/image/upload/v1680895323/Poppulo_MSA_6_April_2023.pdf
2. The Poppulo Data Processing Agreement.
https://res.cloudinary.com/hbttjq0il/image/upload/v1680894650/Poppulo_DPA_7_April_2023.pdf
3. All documents appended to this Order, including Statements of Work and Professional Service Package descriptions.

Confidential between Customer and Poppulo. Not for distribution

Order
Q-30174-1

ESTIMATE

PLEASE DO NOT ISSUE A PURCHASE ORDER OFF OF THIS DOCUMENT. PRODUCTS AND PRICING ARE NOT FINAL OR BINDING

Disclaimer

This is an estimate only and is not a quote or offer to provide services. All prices are subject to change without notice. Equipment and Software availability may also change without notice. Professional services hours may vary based upon specific job requirements and complexities as determined by the professional services team. For an official sales quote please contact the sales representative listed above.

Confidential between Customer and Poppulo. Not for distribution

Harmony – Digital Signage – Pro

The Harmony Digital Signage device subscription package provides access to the digital signage web application, an easy-to-use interface for creating the digital signage experience you need to drive targeted engagement with your customers and employees. Publish content, remotely manage devices and onboard new users – in minutes. Your initial purchase of a Harmony – Digital Signage Pro package affords you access during the subscription term to the following components at no additional charge:

Component	Quantity	Description
Device Subscriptions thru Content Player	Corresponding to the number of endpoints to which content is to be deployed; the purchased Digital Signage Pro Device Subscriptions are identified on the Order and correspond to the number of endpoint devices utilized.	Software for digital application playback on displays. Multi-platform support including BrightSign, Windows, Android, Samsung SSP, and LG webOS.
User Subscriptions	Three free User Subscriptions at the Contributor level are issued with the initial purchase of a Digital Signage Pro Device Subscription package.	Full access to all modules within the digital signage web app by individuals holding a user subscription based upon permissions afforded.
Digital Signage Web App	Unlimited access in accordance with credentials of User Subscription chosen.	Cloud-based tools for device management, user management, content storage, and content contribution.
Digital Signage Content Storage	500 GB of Content storage.	Digital Signage asset and data storage at no additional cost. Options to expand storage are available.
Maintenance and Support	Included with purchase of an Harmony – Digital Signage - Pro Device Subscription package.	Ongoing software updates and fixes along with 24/7/365 technical support.

Harmony – Digital Signage - Pro Device Subscription Details

- **Hosting Infrastructure** :: Poppulo offers a hosted (Poppulo-Hosted) solution. The Poppulo-Hosted infrastructure is provided and maintained by Poppulo.
- **Device Subscriptions** :: Subscription to utilize Content Player to receive and deploy content to a single endpoint. Distribution through one Device Subscription to multiple endpoints are available upon request.
- **User Subscriptions** :: Subscriptions afforded to the individual users of the customer to access the platform according to the credentials and properties of the particular User Subscription chosen (Contributor or Viewer).
- **Professional Services** :: Poppulo's Professional Services maximize the full potential of the software—quickly and expertly—by applying best practices gained from past implementations. This is a recommended value-add, not included within the license cost, and is scoped and priced separately.
- **Individual Application Pricing** :: Applications offered in conjunction with Harmony Digital Signage Device Subscriptions and User Subscriptions are not available for individual sale.
- **Software Subscription Agreement** :: Access to the Poppulo Harmony Platform through Device and User Subscriptions are subject to the provisions of Poppulo's Software subscription Agreement in place between the Parties.
- **Hardware Provisions** :: Poppulo professionals may scope and procure recommended hardware for an enterprise digital signage system, but Poppulo is not a hardware manufacturer. Any hardware purchased upon request may require a deposit and is subject to manufacturer-issued warranties passed through to the customer.

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- **Microsoft Windows Server(s)** :: Poppulo provides and maintains required server infrastructure for Poppulo-Hosted customers. The Harmony Digital Signage Pro Device Subscription package does not support a Client-hosted infrastructure model.

- **Third-Party Content Feeds** :: As part of the digital signage web app offering, we provide you with the opportunity to utilize third-party content feeds. If you decide to utilize either third-party content feeds, as a condition of such utilization you acknowledge and agree that: (1) we offer no representations or warranties regarding the third-party content feeds; (2) you will utilize the third-party content feeds in accordance with applicable terms of use for those content feeds; and (3) you will indemnify Poppulo against any claims brought against Poppulo arising from your use of the third-party content feeds that is not in conformity with their terms of use. It is expressly acknowledged that, in the event Customer chooses to utilize Bing Maps through Poppulo, only the first 3000 Bing Map API calls to the Bing Maps system in any calendar month shall be deemed included in Customer's subscription. Each Bing Map API call to Customer's Bing Maps account exceeding 3000 during any calendar month shall result in a fee charged to Customer at a rate of $ 0.00228 cents per Bing Map API call. The fees owed by Customer for any Bing Map API calls in any calendar month over 3000 will be billed to customer in accordance with Poppulo's standard billing practices. If utilizing Bing Maps, Customer agrees to comply with all applicable terms of use, specifically including those at the following link: https://www.microsoft.com/en-us/maps/product/enduserterms, as updated from time to time.

- **Add-On Device and User Subscriptions** :: Additional Device and User Subscriptions can be purchased at the current tier price of your Harmony Digital Signage Pro Device Subscription agreement. Additional subscriptions will be coterminous with the term of the last Harmony Digital Signage Pro subscription purchased.

Poppulo Swap-IT and Swap-IT+

Advanced Media Player and All in One Player replacement, available for hardware models beginning with "FWP"

To help customers rapidly manage the rare occasion when hardware malfunctions, Poppulo created the Swap-IT and Swap-IT+ Advance Replacement Programs. Both programs provide assurance that defective parts or products will be replaced within 24-72 hours.

	Swap-IT	Swap-IT+
Advanced replacement of defective media player	X	X
Inbound and outbound shipping included	X	X
Configuration of replacement media player	X	X
Installation of replacement media player		X

Terms and Conditions

1. **Coverage.** While the Swap-IT service is included with all hardware models beginning with "FWP", there is an additional fee for Swap-IT+ for the onsite technician services. Swap-IT and Swap-IT+ services do not replace the manufacturer's warranty but provide additional services during the term of the manufacturer's warranty. Swap-IT and Swap-IT+ services begin on the date of shipment to the customer, as stated on the invoice for any model beginning with "FWP" and continues for the length of the manufacturer's warranty, typically thirty-six (36) months. Using overnight transit, Poppulo will ship replacement refurbished hardware within 24-72 hours of receiving the signed Poppulo Swap-IT form. For customers that purchase Swap-IT+, Poppulo will schedule an onsite technician within 24-48 hours after replacement hardware arrives at customer's location. Customer location will be verified on the signed Poppulo Swap-IT form.

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2. **Availability of Swap-IT +.** While Poppulo tries to complete service as quickly as possible, Poppulo is not responsible for delays caused by factors beyond its control, including, but not limited to, manufacturer's delays, product availability, parts availability, or acts of God.
   a. Poppulo operates during normal business hours, Monday-Friday 8:00am-5:00pm MST. The signed Swap-IT form must be submitted by 1:00pm MST, or the SLA period will begin the following business day.
   b. After-hour services are from Monday-Friday 5:00pm-12:00am local time, and Saturdays 9:00am-5:00pm local time, holidays excluded (Additional fees and a longer SLA may apply). Customer must request after-hour services at the time of signing the Poppulo Swap-IT form.
3. **Customer Responsibilities.** Customer must follow proper care and maintenance of a covered product. Failure to follow the manufacturer's maintenance and service recommendations may result in the denial of coverage under the Swap-IT and Swap-IT+ programs.
4. **Exclusions.** Swap IT and Swap-IT+ service does not cover any of the following conditions, in addition to any exclusion in the manufacturer's original warranty.
   a. Covered products for which the serial number has been altered or removed.
   b. Service not available for models not beginning with "FWP".
   c. The replacement shipment will include only a replacement for the failed item determined by Poppulo to be an equivalent piece of hardware. Cables, power supplies and other hardware items will not be included in the replacement shipment, and therefore customer should retain the originals.
   d. Cosmetic defects or failure of non-operational components that do not inhibit the proper operation and performance of the covered product, such as cracked cases, will not be covered under Swap-IT or Swap-IT+.
   e. Damages or costs resulting from (1) improper electrical wiring and connections, (2) unauthorized modifications, alterations, unauthorized repairs by personnel, or use in any combinations not approved in the manufacturer's specifications.
   f. Loss or damage caused by any physical force from a source external to the covered product, including, but not limited to, general environmental conditions, power surge, negligence, misuse, abuse, vandalism, spilling of liquid on the covered product, or acts of God. Customer may be invoiced for any of the damages listed above.
   g. Loss or damage to the covered product either while in storage or in the course of transit, delivery, or redelivery.
   h. Normal maintenance, cleaning, or tune-ups; minor adjustments and settings for which the user is responsible; costs related to any service

request which results in customer education or no problem found, will be invoiced to the customer.

5. **Transferability.** Swap-IT and Swap-IT+ are not transferable and are valid for the original purchaser of covered products only.
6. **Exclusive Obligation**. Swap-IT and Swap-IT+ are exclusive. The sole and exclusive obligation of Poppulo shall be to repair or replace the defective covered products in the manner and for the period provided above. Poppulo shall not have any other obligation with respect to the covered products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this service or otherwise, shall Poppulo be liable for incidental, special or consequential damages.
7. **Procedure.** For Swap-IT process and procedure, please click below:
   https://res.cloudinary.com/hbttjq0il/image/upload/v1669994185/Poppulo_Swap-IT_Claim_Procedure_uzridz.pdf.

   Procedure. For Swap-IT+ process and procedure, please click below:
   https://res.cloudinary.com/hbttjq0il/image/upload/v1669994186/Poppulo_Swap-IT_Claim_Procedure_vmbg43.pdf

10" Enclosed Meeting Room Sign

The hardware and services listed below are included with your 10" Enclosed Meeting Room Sign Purchase

All-in-One Display

FWP-10AIOA8.1-L

All-in-One Specifications

Manufacturer	Philips
Max Resolution	1280 x 800
CPU	Arm Cortex-A17 / 4 Core
Storage	4GB eMMC

This item includes necessary cables, plug and play configuration service*, and a 3-year advanced replacement swap-it service.

Spec Sheet: https://bit.ly/3xKwHIY

Enclosure

10HS-FIT

Enclosure Details

Manufacturer	Boyd Sign Systems
Finish Options	https://bit.ly/2CJDoB7
Orientation	Landscape
Mounting	Surface Mounted

*with purchase of device setup

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Suite by Poppulo Harmony Deliverable Overview

Hospitality Solutions Suite

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Overview

Poppulo's preconfigured Suite Hospitality Solutions Suite provides best-in-class Digital Signage applications to engage and share information with guests, visitors, and employees. Suite has been preconfigured with expertly designed applications to complement your hospitality space. This document provides an overview of the Suite solution and the process to deliver the solution.

Poppulo Implementation Phases

Every Suite implementation includes the six phases listed below. These phases are to help guide you through the process that Poppulo follows to ensure successful implementation of your solution.

Kickoff & Asset Collection

At Project Kick-off, Poppulo's Project Manager will review the scope of the project, implementation process and set the project timeline, typically 10-12 weeks. During this scope review, the Poppulo Project Manager will confirm the application configurations required for implementation.

Poppulo will conduct the Digital Signage web app intro training focused on Library for asset collection and Admin Center. After training, the Customer will receive an asset collection checklist for content, images, videos, data, and branding elements required to configure applications. This includes logo(s), fonts, colors, and backgrounds. The Poppulo team must receive these assets to begin the Build phase of the project.

Build

With the implementation of Suite, the Customer will receive the applications outlined below. Each application will be configured with Customer-provided assets to maintain a consistent branded look and feel.

Application Overview

A summary of each application configured is presented below. All applications are non-interactive and will be in either a Horizontal (1920 X 1080) or Vertical (1080 X 1920) orientation per application type. The data for each application will be maintained in a

Digital Signage web app Data Table or one of the Event Management System (EMS) noted in the Compatible Data Source section.

Meeting Rooms

The Meeting Room application presents current meeting content and information for the associated meeting space, featuring the group logo, if available. When no meetings or events are scheduled for the meeting space, the application displays alternate content in the form of images or video files. The application's functionality enables the property administrator to schedule promotional content in advance by entering start and end date criteria.

Readerboard

Four types of Readerboard application layouts are available based on the type of content and data specific to a property's communication needs. Each application's functionality enables the property administrator to schedule content in advance by entering start and end date criteria.

Promos: displays full screen content of the Customer's choosing in the form of images or video files, in a slideshow fashion.

Events: displays an event or promo list for the current day along with marketing content of the Customer's choosing in the form of images or video files, in a slideshow fashion. Powered by a Digital Signage web app Data Table or the EMS via Integration Framework.

Local Events: displays a list of the day's and upcoming Local Events selected and promoted by Customer. Local Events will be managed via Digital Signage web app Data Table.

You Are Here: Make it easy for your property guests and visitors to find their current location on a map with the 'You Are Here' indicator to help them navigate to an event. The data associated with this non-interactive map is powered through a Digital Signage web app Data Table or the EMS via Integration Framework.

Welcome & Wedding Takeover

Win more high-margin group events by making your group guests feel at home through customizable warm welcome and wedding event takeovers. This application allows the user to "take over" any single screen or schedule a "take over" with a customizable

welcome or wedding message. Two template themes have been designed for a corporate message or a wedding message. The user updates the image, logo, greeting message, two lines of sub header text, and color accents on the sign through an Digital Signage web app Data Table.

Menu Board

Easily showcase menu items on any of your property's cafes, grab-and-go food marts, or other F&B outlets. The user can upload prices, descriptions, nutritional information, dietary indicators and more through a Digital Signage web app Data Table. In addition, display your logo, images, and location information.

Directionals

Improve how your guests navigate your property by deploying directional applications at key intersections and convergence points. The user can add logos, colors, and other branding elements, as well as names of key meeting room spaces, onsite restaurants, and other key amenities with easy-to-select directional indicators.

Brand Review & Quality Assurance (QA)

Once Poppulo has completed the Build phase, the Poppulo Project Manager will provide screenshots of all the configured applications for the Customers approval. The Customer has up to two (2) rounds of feedback for the use of brand elements, fonts, and colors. As Suite is a templatized solution with limited configurations, any feedback on changes to the layout or functionality will be implemented if the requested change is currently available in the product. Once the screenshots have been approved, Poppulo will complete an internal QA of the applications.

Infrastructure and Deployment

Poppulo will set up and configure the infrastructure outlined below.

Infrastructure	New or existing 5.16.2 or above
FWI Services	Hosted
Integration Framework	Hosted
Deployment	• Remote deployment for quantity quoted. • All Content Players are deployed at the same time.

The Customer is responsible for providing an IT resource to assist the Poppulo Systems Engineer with deployments. The Customer must provide confirmation that everything has been deployed and is running optimally post-installation/deployment. Once the deployment has been confirmed, the Poppulo Project Manager will schedule training and provide instructions on user acceptance (UA) testing.

Compatible Data Sources

The following list represents Event Management systems that are compatible with Suite. The Statement of Work (SOW) includes the configuration of one data source for the Meeting Room and Readerboard applications.

Data Sources	Adapter / Integration Type	Customer / Vendor Setup Required
Digital Signage web app Data Table	None	No
Hyatt Envision	Hosted Integration Framework	Yes
Dean Evans EMS	Hosted or On-Premise Integration Framework	Yes
Marriott Consolidated Inventory (CI/TY)	Hosted Integration Framework	Yes

Educate

Poppulo will deliver a remote training session for up to six (6) designated employees. Customer will also have access to Poppulo Community which is a site full of on-demand content readily available for all Poppulo customers.

Project Closeout

Once Poppulo has completed the Deployment and Educate phases, the implementation will move into Project Closeout. The Poppulo Project Manager will send the project closeout email, project closeout form and installation survey. The project closeout documentation will include all Poppulo contact information for ongoing support.

Additional Information

Poppulo Assumptions, Terms and Conditions

A full list of Poppulo Out of Scope Items, Assumptions and Customer Responsibilities are available in the link below, which shall apply and may only be modified or supplemented as set forth within this document.

https://res.cloudinary.com/hbttjq0il/image/upload/v1668795679/Poppulo_Assumptions__gfaeff.pdf

Out of Scope Items

- Custom font support unless otherwise agreed between Customer and Poppulo
- Coordination with non-preferred enclosure providers.
- Modification of the following settings and attributes for all applications within the Suite Database:
    - Template regions, sizes, or aspect ratios
    - Template assets including shaders, buttons, dividers, icons, arrows, and other design content other than colorization for look and feel
    - Template content types
    - Template live data layouts and data field names
    - Template functionality
    - Unless otherwise agreed between Customer and Poppulo

Additional Assumptions

To best and most efficiently support your Poppulo engagement(s), you acknowledge and agree to give Poppulo permission to add and remove Poppulo personnel to/from your Poppulo Harmony account as needed to facilitate the performance of the Agreement and any subsequent Statement of Work.

Enclosure lead-time with preferred enclosure provider is up to 8 weeks from date of shop drawing signature and approval, if applicable.

Customer is responsible for providing compatible data feed(s) to the Poppulo team at project outset for data integration. Any cost associated with developing, customizing, and supplying the data feed(s) will be the Customer's responsibility.

Harmony – DS – User Subscriptions

The Poppulo Harmony platform provides access to our Digital Signage Web Application, which enables Poppulo customers to manage content and devices across their digital signage network. Customers can add new users and assign them one of three User Subscription types (listed below), fulfilling specific user needs within their organization:

- Author
- Contributor
- Viewer

User Subscriptions

Viewer

Viewers are passive participants in the Digital Signage network. Rather than contributing content or authoring new applications, these users consume, or view, applications published by others to their personal devices. They are not adding information, just receiving it from others.

Contributor

Contributors can add information to the digital signage network in the form of content and data through the Library module in the digital signage web app. In addition, Contributors have access to monitor the health of the digital signage network, with permissions to add new devices and check statuses of existing screens to ensure the right information is displaying on the right screens through the Devices module in the digital signage web app.

Author

Authors have the highest access to the Digital Signage solution. In addition to the permissions of a Contributor, these users are responsible for creating, or authoring, new templates / applications, and updating the existing templates / applications.

Additionally, Authors are responsible for system administration, for example, creating new users and assigning user permissions for the platform. These administrator capabilities are optional for the Author Subscription, as not every Author needs this level of access. When applicable, these types of Authors can make changes in the *Admin Center* module within the Digital Signage web application.

Storage

All digital signage customers are entitled to a pre-determined Content Library asset and data storage within the Digital Signage web application at no additional cost based on their device licensing tier. Options to expand storage in 1TB increments are available for customers who require greater flexibility in their storage needs. A Poppulo Account Executive can provide additional information on expanding asset and data storage beyond what's included in the device license.

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Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action to award a contract for the administration of the Home Improvement Loan Program.

BACKGROUND

The Redevelopment Authority annually allocates HOME and CDBG funds to fund a Home Improvement Loan Program (HILP). Deferred payment 0% loans are provided to homeowners and they are not required to be repaid until the property is sold or they move out. This has been a very successful program, which allows homeowners and their families stability in housing and our older population the ability to age in place. The loan covers expensive repairs that could not be accomplished without this loan product.

Staff worked with the City's Purchasing Dept. to prepare an RFP to seek out a qualified organization to administer this loan program. The City received one proposal from NeighborWorks Green Bay, who is currently administering our HILP program, but the contract ends at the end of June 2023.

Staff recommends awarding the HOME Improvement Loan Program contract for the next three years to NeighborWorks Green Bay.

RECOMMENDATION

To award contract for the administration of the Home Improvement Loan Program.

FISCAL IMPACT

ATTACHMENTS

1. RFP #2023-09 Home Improvement Loan Program (HILP)
2. Copy of HILP SCORING SHEET MAY2023 RFP 2022-56

Thomas J. Walenski, Procurement Manager
City of Green Bay, Purchasing Department
100 N Jefferson Street, Room 101
Green Bay, WI 54301-5026

RE: RFP #2023-09 Home Improvement Loan Program (HILP)

April 6, 2023

City of Green Bay Purchasing Department,

NeighborWorks Green Bay is an independent non-profit organized in 1982 to serve the housing and community needs of Green Bay and beyond. Our mission statement is to solve housing challenges and build stronger communities.

Services we provide include homeownership education, pre- and post-purchase counseling, down payment assistance loans, single and multi-family rehab & new construction, ownership of 250+ units of affordable housing, HQS inspections for Northeastern Housing Region and Brown County CDBG-Housing RLF program, and, of course, we currently administer the Home Improvement Loan Program (HILP) for the City.

We feel continued administration of the City's Home Improvement Loan Program aligns with our mission to solve housing challenges. We have successfully navigated the transition from City staff delivery of this program to NeighborWorks Green Bay and together we have resolved issues, adjusted program parameters and delivered assistance to homeowners. We seek to continue to our service to the City of Green Bay through HILP program administration.

Sincerely,

David W. Erickson
Director of Real Estate Development
NeighborWorks Green Bay

1. **Letter of Interest – attached above.**
2. **Organizational Capabilities:**

- **General:** NeighborWorks Green Bay proposes to continue administration of the HILP program for the RDA on behalf of the City of Green Bay under the guidance of the HILP procedures manual and City staff. We have operated this program for nearly three years and during that time we have closed 24 loans and have ten more in the pipeline. NeighborWorks Green Bay has proven experience in administering home improvement lending programs, complying with federal regulations in administration of HOME and CDBG funds, and decades of experience in solving housing challenges in Green Bay.
- **Promotion:** NeighborWorks Green Bay operates multiple public-facing services that are promoted via our website at www.nwgreenbay.org, Facebook, Instagram, radio advertisements, printed brochures, and most importantly word of mouth.
- **Client intake:** NeighborWorks Green Bay's Homeownership Center provides housing education, counseling, and lending to support families' homeownership pursuits. Starting in 2018, we moved from inefficient paper files to customer facing online technology that allowed for online intake, document and photo exchange, and process management.
- **Client interview and home inspection:** NeighborWorks Green Bay performs client interview and HQS inspection for the Northeastern Housing Region and Brown County CDBG-Housing RLF program. This program assists over 60 clients a year disbursing nearly $1,000,000 in loans to clients. Additionally, NeighborWorks Green Bay administers a yearly free home repair program overseeing 55 client interviews and home inspections. We have also successfully administered the City's HILP program for the past X years and have made continuous improvements to intake, inspection, and lending processes. Of course, there remains a significant backlog of HILP applications, and we have triaged these and are working through these files in a prioritized manner.
- **Knowledge of City Housing Codes and UDC:** NeighborWorks Green Bay employs staff with an active Dwelling Contractor Qualifier license, HVC Housing Quality Standard Specialist Certificate, State of Wisconsin Architect Registration.
- **Ability to write detailed and accurate specifications:** NeighborWorks Green Bay adopted the use of software called Housing Developer Pro for its scope writing (examples below). This program allows the user to write specific scope and specifications and log those specs for future use and site-specific alteration. Each spec is accompanied with an associated cost by unit or dimension which allows for estimation of overall project costs before it goes to bid.
- **Ability to work with contractors and make field judgements & work as an advocate for the homeowner:** Project Specialist Jeff Bloch has several years of experience working with low/moderate income persons in need of solutions and assistance with dire housing problems that would otherwise leave these individuals in dangerous living conditions or homeless. Most recently, Jeff has been successfully overseeing HQS

inspections for Northeastern Housing Regional and Brown County CDBG-Housing RLF program in addition to HILP. Jeff understands most field judgements are caused by a lack of communication and unclear setting of expectations for all involved. With this in mind, Jeff works diligently to bridge the gap between homeowners' and contractors' understandings and expectations. Jeff's efforts in addressing contractors' challenges and concerns have resulted in retaining a group of ethical, economical, and quality contractors available to perform the work needed for this program through very challenging times. Jeff has internal resources to call upon in unusual circumstances – Tim Denissen, Project Manager and David Erickson, Director of Real Estate Development have many decades of real estate development experience.

- **Ability to execute loan underwriting and prepare loan closing documents & Ability to administer payments and accounting for each loan:** NeighborWorks Green Bay is a licensed mortgage loan originator reporting to the State of Wisconsin Nationwide Multi-State Licensing System (NMLS # 387861). We administer several down payment assistance loan programs including City of Green Bay HOME funds, FHLB-Chicago AHP Grant, Brown County Purchase Assistance Loan, as well as our funded program called NeighborWorks Loan Fund. We assist over 250 households with their home purchase every year. We administer over 500 loans currently in all programs. We have closed 24 HILP loans to date.
- **Ability to inspect progress of each rehab:** For both HILP and the Brown County CDBG Home Improvement Program NeighborWorks Green Bay performs inspections, assessments, work write-ups, and oversees contractor progress. We conduct an initial onsite meeting to write scope. Subsequent interim site visits are scheduled to inspect progress and release progress payments to the contractor. Payments are released when the work is completed to a satisfactory level. If work is not satisfactory, then we reach out to the contractor and review contract expectations and timelines until we find a resolution.
- **Ability to test for lead-based paint pre and post contractor activity:** NeighborWorks Green Bay has been working in cooperation with Environmental Hazards Services, LLC for conducting lab analysis of substrates collected and NorthStar Environmental Testing, LLC who provides lead inspections throughout the Midwest. This activity is proposed as a separate vendor cost on top of administration of the HILP program. Having an established relationship with this organization allows us to provide this specialized service quickly and accurately, eliminating delays in contractor selections and providing critical information for the client and their family.
- **Ability to manage files and respond to monitoring requests on a timely basis & Ab. ty to keep completed project files updated as required by program rules & Ability to provide timely documents upon request for program compliance:** NeighborWorks Green Bay is familiar with audits and oversite monitoring ranging from WHEDA property inspection, down payment assistance funder audits, HUD program reviews of Northeastern Housing Region and Brown County CDBG-Housing RLF program, comprehensive network affiliation reviews by NeighborWorks America, and by the City

of Green Bay oversight of HOME down payment assistance and rehab subsidy programs. Our most recent program reviews by NeighborWorks America and HUD have been without findings.

- **List of Names;** titles, position descriptions of individuals who will be working directly on this program:
    - Oversight.
        - David Erickson: Director of Real Estate Development – operational oversight. David leads our real estate development business line. The Director of Real Estate performs work related to planning, design, management, and control of real estate development projects as well as oversight and monitoring of owner-occupied housing renovation programs.
        - Alex Mueller CPA: Chief Finance Officer – financial oversight. Alex oversees financial management duties at transactional, managerial, and strategic levels for NeighborWorks Green Bay. He performs work related to project and program feasibility analysis, budget preparation, and asset management. Alex is expected to propose, develop, and monitor new procedures, practices, or programs related to financial and asset management.
    - Inspection, scope writing and project management.
        - Jeff Bloch: Project Specialist – HQS Certified, principal inspector for the program. Jeff is responsible for performing assessments, preparing work write-ups, and managing construction contracts related to Housing Quality Standards inspections and Home Improvement Loan Program activities in Green Bay and beyond.
    - Loan preparation, closing and servicing.
        - Billie Jo Horsens: Affordable Housing Lender – NMLS #375956, Neighborhood Housing Services, DBA NeighborWorks Green Bay – NMLS #378931. Loan underwriting and document preparation. Billie Jo manages loan programs that assist low- and moderate-income clients. She performs mortgage loan origination functions including taking loan applications, loan processing and qualification for loan products offered by NeighborWorks Green Bay and its partners, including HILP. She assists housing counselors in preparing clients for loan approval. Billie Jo prepares and closes down payment and closing cost assistance loans, HILP loans, and others and maintains files and records.

    - Lisa Thor: Loan Processor. Lisa supports the Affordable Housing Lender in managing loan programs that assist low- and moderate-income clients. She assists housing counselors in preparing clients for loan approval. She prepares down payment and closing cost assistance and HILP loan documents, and maintains files and records.
  - Administration
    - Rachel Bukouricz: Accounting Manager, progress billings. Rachel is responsible for managing the monthly preparation of financial reports for NWGB in accordance with the Accounting Manual. She collaborates with the Chief Financial Officer and finance support staff to oversee and process financial transactions, prepare financial reports, manage compliance reporting, control real estate project costs, and ensure the fiscal integrity of NeighborWorks Green Bay.
    - Gwen Drumheller: Administrative Assistant. – Client intake, communications, website, general support. Gwen provides all necessary organizational support to the office and staff. She assists with review of administrative procedures and development of systems to assure compliance with the staff, while being responsible for a variety of other tasks.
- **Ability or recruit, and quality minority contractors;** NeighborWorks Green Bay is actively seeking additional qualified contractors to bid on current and future projects. Per HUD.gov; businesses may need to demonstrate that they are responsible and have the ability to perform successfully under the terms and conditions of proposed contracts. Section 3 requirements at 24 CFR 135, then provides preference for contracts and subcontracts to these firms-but not a guarantee.

- Example of three projects:
  - **467 Heyrman Street:** The homeowner submitted a request for new windows, roof, and overhead garage door. An inspection was scheduled, and the homeowner selected a contractor from the approved list. Subsequent steps included income review, loan approval and closing in late 2022. Project complete in Q1 2023.

SPECS BY LOCATION/TRADE 11/17/2022

Pre-Bid Site Visit: _____ Case Number: _____
Bidding Open Date: _____ Project Manager: _____
Bidding Close Date: _____ Phone: _____
Initial: _____

Address: 467 Heyrman Street **Unit: Unit 01**

Location: 1 - Basement Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
2985	WINDOW--VINYL BASEMENT AWNING	4.00	EA	_____	_____
	Field measure, order and install a vinyl awning or slider or glass block double glazed, single lite basement window. Caulk, Wrap exterior with coil stock.				
Trade: 22	**Plumbing**				
7070	WATER HEATER--40 GALLON GAS	1.00	EA	_____	_____
	Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.				

Location Total: _____

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4580	TEAR OFF AND REROOF SHINGLES	17.00	SQ	_____	_____
	Remove and dispose of all roofing & defective sheathing. Cut a 3" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using OSB of matching thickness. Staple manufacturer recommended synthetic undercourse product. Install preformed aluminum edging and gutter apron. Install new vent pipe boots.Apply ice and water membrane in all valleys, roof transitions, chimney perimeter, and eaves (membrane must reach a minimum of 2'-0" past house wall line).Install valley metal. Install a fiberglass laminated shingle with a minimum lifetime warranty. Replace all flashing including chimney flashing. Install shingle-over ridge vent. Remove all debris from site.				
4635	GUTTER--5" SEAMLESS ALUMINUM	200.00	LF	_____	_____
	Dispose of gutter. Install 5", seamless gutter to service roof. Color choice by owner.				
Trade: 800	**Doors/Windows/Glass (CSI)**				
2973	Windows- Vinyl Double Hung Inserts & Wrap	15.00	EA	_____	_____
	Prep area per lead safe requirements and complete removal per lead safe requirements. Remove and salvage stops. Remove sashes and hardware and dispose. Apply any needed shim material. Install replacement window unit per manufacturer specs. Wrap exterior with coil aluminum, including flashing of head. Cut in wrap to siding and caulk with siding caulk.Sill to be wrapped into sash opening to seal from weather. Apply non expanding window urethane foam to perimeter of unit to seal to old jamb. Install salvaged interior stops. Clean area per lead safe requirements. Window to have Low E double pane glass. Include screen installed and standard hardware. Windows to be Energy Star rated. Customer to approve window product before order. All windows but one see owner				

Location Total: _____

Location: 3 - Garage Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				

Page 1 of 2

Address: 467 Heyrman Street **Unit: Unit 01**

Location: 3 - Garage Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
3200	DOOR OVERHEAD GARAGE	2.00	EA	_____	_____
	Dispose of door, track and hardware. Install a sectional steel, 8'x 7' non insulated garage door including hardware and labor, exterior rubber seal. Color per owner				

Location Total: _____

Unit Total for 467 Heyrman Street, Unit Unit 01: _____

Address Grand Total for 467 Heyrman Street: _____

Bidder: _____

Page 2 of 2

- **<u>1164 Chicago Street:</u>** NeighborWorks provided scope documents for removal and installation of a new rubber roof and shingle roof in two areas. Also included in the scope of work were one new vinyl window, minor electrical repair, and exterior vinyl siding repair to meet HQS standards. The loan closed in late 2022 and work is complete.

SPECS BY LOCATION/TRADE 11/8/2022

Pre-Bid Site Visit: _____ Case Number: _____
Bidding Open Date: _____ Project Manager: _____
Bidding Close Date: _____ Phone: _____
Initial: _____

Address: 1164 Chicago Street **Unit: Unit 01**

Location: 1 - Roof Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				
4546	EPDM RUBBER MEMBRANE--FULLY ADHERED Remove existing membrane roofing. Clean all loose materials off of roof. Install a 60 mil EPDM single ply membrane with adhesive per manufacturer's specs. All membrane flashing, metal flashings and counter flash cones, as well as installation procedure to follow manufacturer's specs. Furnish Owner w/20 year materials warranty.Include underlayment if necessary.	2.00	SQ	_____	_____
4580	TEAR OFF AND REROOF SHINGLES Remove and dispose of all roofing & defective sheathing. Cut a 3" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using OSB of matching thickness. Staple manufacturer recommended synthetic undercourse product. Install preformed aluminum edging and gutter apron. Install new vent pipe boots.Apply ice and water membrane in all valleys, roof transitions, chimney perimeter, and eaves (membrane must reach a minimum of 2'-0" past house wall line).Install valley metal. Install a fiberglass laminated shingle with a minimum lifetime warranty. Replace all flashing. Install shingle-over ridge vent. Remove all debris from site.	15.00	SQ	_____	_____

Location Total: _____

Location: 2 - Living Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2925	GLASS REPLACE--Vinyl SASH Replace window glass in insulated glazed vinyl stationary sash.	1.00	EA	_____	_____

Location Total: _____

Location: 3 - Mud room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3185	DOOR--PREHUNG METAL ENTRANCE Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door, with adjustable threshold, and jamb including interior and exterior casing, spring metal weatherstripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat.	1.00	EA	_____	_____
3635	CEILING TILE REPAIR Remove all portions of the existing ceiling tile and replace with matching materials.	195.00	SF	_____	_____
Trade: 17	Drywall & Plaster				
5210	DRYWALL--PATCH--LARGE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.	100.00	SF	_____	_____

Location Total: _____

Page 1 of 2

Address: 1164 Chicago Street **Unit: Unit 01**

Location: 4 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7565	INSTALL RECEPTACLE--15 AMP Identify and correct problem with non-functioning outlet in bedroom. If necessary, nstall an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.	1.00	EA	_____	_____
7583	REPLACE RECEPTACLE WITH GFCI DEVICE Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate. Install one in all locations within 5' of water.	3.00	EA	_____	_____
7819	FAN/LIGHT FIXTURE-ENERGY STAR Install an ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT,or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. Switch fan & light using a single switch.Duct to exterior termination cap with insulated 4" duct. Exixting fixtures in 3 upstairs bedrooms do not work. Fix/replace electrical supply as needed.	3.00	EA	_____	_____

Location Total: _____

Location: 5 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				
Custom	Clean Gutters Clean all gutters on house and garage inside and out.	1.00	EA	_____	_____
Trade: 10	Carpentry				
2635	SIDING--VINYL REPAIR Remove siding to nearest full piece across top of windows install white 1x6 or 1x8 pvc or composite to act as trim board install drip cap as needed. Install vinyl shakes to peak of roof. Color per owner	1.00	SQ	_____	_____

Location Total: _____

Location: 6 - Option Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				
4485	ROOF SHEATHING 7/16" OSB Install 7/16" OSB sheathing nailed 8" on center using plywood clips. Only use if gaps in roof boards and/or rot requires.	1,500.00	SF	_____	_____

Location Total: _____

Unit Total for 1164 Chicago Street, Unit Unit 01: _____

Address Grand Total for 1164 Chicago Street: _____

Bidder: _____

Page 2 of 2

- **<u>211 S. Van Buren Street:</u>** This project included a complex scope of work to remove and re-roof the entire house and garage, downspout, install 6 new double hung windows, a new water heater, rebuild a failing exterior porch, and install a new handrail. All of the work was to bring the house up to HQS standards. This project also included a change order to cover additional failing items found after project demolition started. The project closed in late 2022 and completed in Q1 2023.

SPECS BY LOCATION/TRADE 5/20/2022

Pre-Bid Site Visit: _____ Case Number: _____
Bidding Open Date: _____ Project Manager: _____
Bidding Close Date: _____ Phone: _____
Initial: _____

Address: 211 S Van Buren Street **Unit: Unit 01**

Location: 1 - House roof Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4485	**ROOF SHEATHING 7/16" OSB**	2,100.00	SF	_____	_____
	Install 7/16" OSB sheathing nailed 8" on center using plywood clips. Install only if necessary due to gaps in roof boards.				
4580	**TEAR OFF AND REROOF SHINGLES**	24.00	SQ	_____	_____
	Remove and dispose of all roofing & defective sheathing. Cut a 3" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using OSB of matching thickness. Staple manufacturer recommended synthetic undercourse product. Install preformed aluminum edging and gutter apron. Install new vent pipe boots.Apply ice and water membrane in all valleys, roof transitions, chimney perimeter, and eaves (membrane must reach a minimum of 2'-0" past house wall line).Install valley metal. Install a fiberglass laminated shingle with a minimum lifetime warranty. Replace all flashing including chimney flashing. Install shingle-over ridge vent. Remove all debris from site.				

Location Total: _____

Location: 2 - Option Garage roof Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4580	**TEAR OFF AND REROOF SHINGLES**	6.00	SQ	_____	_____
	Remove and dispose of all roofing & defective sheathing. Cut a 3" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using OSB of matching thickness. Staple manufacturer recommended synthetic undercourse product. Install preformed aluminum edging and gutter apron. Install new vent pipe boots.Apply ice and water membrane in all valleys, roof transitions, chimney perimeter, and eaves (membrane must reach a minimum of 2'-0" past house wall line).Install valley metal. Install a fiberglass laminated shingle with a minimum lifetime warranty. Replace all flashing including chimney flashing. Install shingle-over ridge vent. Remove all debris from site.				

Location Total: _____

Location: 4 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4645	**GUTTER/DOWNSPOUT--5" SEAMLESS**	231.00	LF	_____	_____
	Dispose of original and replace with 5", K Type, seamless, .027 aluminum gutter, downspout, concrete splash blocks and accessories to service entire dwelling. Install downspouts at each corner and major offset with straps 3' on center. Color choice by owner.				
Trade: 800	**Doors/Windows/Glass (CSI)**				
2973	**Windows- Vinyl Double Hung Inserts & Wrap**	6.00	EA	_____	_____
	Prep area per lead safe requirements and complete removal per lead safe requirements. Remove and salvage stops. Remove sashes and hardware and dispose. Apply any needed shim material. Install replacement window unit per manufacturer specs. Wrap exterior with coil aluminum, including flashing of head. Cut in wrap to siding and caulk with siding caulk.Sill to be wrapped into sash opening to seal from weather. Apply non expanding window urethane foam to perimeter of unit to seal to old jamb. Install salvaged interior stops. Clean area per lead safe requirements. Window to have				

Page 1 of 2

Address: 211 S Van Buren Street **Unit: Unit 01**

Location: 4 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 800	**Doors/Windows/Glass (CSI)**				
	Low E double pane glass. Include screen installed and standard hardware. Windows to be Energy Star rated. Customer to approve window product before order.				

Location Total: _____

Location: 5 - Utility Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22	**Plumbing**				
7083	**WATER HEATER--TANKLESS**	1.00	EA	_____	_____
	Replace existing water heater with a gas fired, closed combustion, tankless water heater with a minimum 7 gallon per minute flow rate. Include pressure and temperature relief valve, discharge tube to within 6" of floor, owner's manual and all venting piping. Provide separate electrical circuit and gas inlet and water inlet and outlet shut-off valves. If the water heater is located in a basement with a floor drain the discharge tube shall be directed to the drain. If it is located on an upper floor or if there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.				

Location Total: _____

Location: 6 - Porch Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
Custom	**Rebuild porch roof**	1.00	EA	_____	_____
	Remove rotten sheeting and rafters, replace with new rafters and sheeting.				

Location Total: _____

Location: 7 - Stairs Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
2525	**HAND RAIL WITH BALUSTERS**	16.00	LF	_____	_____
	Install oak handrail and newel post, with pine turned balusters 4" on center.				

Location Total: _____

Unit Total for 211 S Van Buren Street, Unit Unit 01: _____

Address Grand Total for 211 S Van Buren Street: _____

Bidder: _____

Page 2 of 2

- **<u>Sample HILP process workflow</u>**

Neighbor Works recently improved and streamlined our HILP process from application to completion which using electronic methods that clearly identify what information has been gathered, assessed, compiled, approved, and completed, showing which funds are targeted for use and used (including **<u>ARPA</u>**) at every step of the process. We recently implemented this process and are now realizing the benefits. We are certain this process will allow the current backlog of applicants to be processed much quicker resulting in more homeowners being helped while **HOME**, **CDBG**, and **ARPA** funds will be disbursed equitably and efficiently where they are most needed.

The following is an example of a project currently flowing through our updated process.

This is a project of approximately $55,000, of which we will be utilizing:

- $10,000 **<u>ARPA</u>** grant funding (representing the maximum allowed per household)
- $44,806 **<u>HOME</u>** loan funding

SPECS BY LOCATION/TRADE 1/18/2023

Pre-Bid Site Visit: _____ Case Number: _____
Bidding Open Date: _____ Project Manager: _____
Bidding Close Date: _____ Phone: _____
Initial: _____

Address: 1821-1823 Argonne Drive **Unit: Unit 01**

Location: 1 - 1821 General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
3188	**Sliding Patio Door Replacement** Remove existing door system and discard. Prep opening and sill for new installaiton. Flash sill with membrane tape to complete watershed away from structure.Install new vinyl sliding patio door. Seal to framing with window foam. Include extension jambs and introer trim to match existing. Trim exterior with integral vinyl brick mould or other PVC trim. Include poly trimboard sill suppor kick board. Include standard hardware and screen. Unit must be Energy Star Rated. Approve door unit specs with owner befor order.	1.00	EA	_____	_____
Trade: 23	**Electric**				
7583	**REPLACE RECEPTACLE WITH GFCI DEVICE** Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate. Install one in bathroom and 2 in kitchen	3.00	EA	_____	_____
7818	**Bath Fan / Light** Install a single bulb light fixture with an exterior ducted bath vent fan with damper, capable of 90 cfm, controlled by 2 manufacturer-supplied switches. Duct to be insulated 4" with termination hood on exterior of building.Or through the roof. Fan to meet Energy Star requirements. Repair all insulation or wall finish disturbed for installation.	1.00	EA	_____	_____

Location Total: _____

Location: 2 - 1823 General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	**Carpentry**				
2888	**WINDOW-- DBL HNG/DBL GLZ--REPLACEMENT PAC** Replace existing window unit with an exterior aluminum clad, double hung, double glazed, one-over-one replacement window kit complete with 2 sash, insulated and weather stripped vinyl jamb liners, screen, hardware, and weatherstripping. Repair all walls disturbed by removal and installation. Clean glass. Match existing windows as close as possible, existing windows are weather shield with aluminum exterior. Install on owners side two windows in each bedroom.	6.00	EA	_____	_____
3188	**Sliding Patio Door Replacement** Remove existing door system and discard. Prep opening and sill for new installaiton. Flash sill with membrane tape to complete watershed away from structure.Install new vinyl sliding patio door. Seal to framing with window foam. Include extension jambs and introer trim to match existing. Trim exterior with integral vinyl brick mould or other PVC trim. Include poly trimboard sill suppor kick board. Include standard hardware and screen. Unit must be Energy Star Rated. Approve door unit specs with owner befor order.	1.00	EA	_____	_____
Trade: 23	**Electric**				
7583	**REPLACE RECEPTACLE WITH GFCI DEVICE** Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate. Install one in bathroom and 2 in kitchen.	3.00	EA	_____	_____

Location Total: _____

Location: 3 - Driveway Approx. Wall SF: 0 Ceiling/Floor SF: 0

Page 1 of 2

Address: 1821-1823 Argonne Drive **Unit: Unit 01**

Location: 3 - Driveway Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5	**Demolition & Disposal**				
765	**DEMO CONCRETE** Break up concrete and remove off site to code legal dump.Include entie driveway, and front sidewalk, and owner side of front porch. Driveway 19.5'x42'	870.00	SF	_____	_____
Trade: 6	**Concrete & Paving**				
902	**CONCRETE FLATWORK--GEN. REQS.** All concrete shall contain 3% entrained air, exhibit 2200 psi at 28 days and have a slump less than 4.5 A gravel or sand base must be compacted to 90%. Neoprene expansion joints at 10', control joints at 3', and seams are required. Finished area shall drain water and be free of vandalism.After formes are removed fill in along driveway with black dirt and seed and mulch with straw	875.00	EA	_____	_____
904	**CONCRETE SLAB - CRACK REPAIR** Clean area to be repaired and chisel or grind "V" shaped groove at crack. Patch with waterplug cement flush with existing surface. After front step is removed repair concrete frost wall.	1.00	EA	_____	_____

Location Total: _____

Location: 4 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4580	**TEAR OFF AND REROOF SHINGLES** Remove and dispose of all roofing & defective sheathing. Cut a 3" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using OSB of matching thickness. Staple manufacturer recommended synthetic undercourse product. Install preformed aluminum edging and gutter apron. Install new vent pipe boots.Apply ice and water membrane in all valleys, roof transitions, chimney perimeter, and eaves (membrane must reach a minimum of 2'-0" past house wall line).Install valley metal. Install a fiberglass laminated shingle with a minimum lifetime warranty. Replace all flashing including chimney flashing. Install shingle-over ridge vent. Remove all debris from site.	30.00	SQ	_____	_____
4645	**GUTTER/DOWNSPOUT--5" SEAMLESS** Dispose of original and replace with 5", K Type, seamless, .027 aluminum gutter, downspout, concrete splash blocks and accessories to service entire dwelling. Install downspouts at each corner and major offset with straps 3' on center. Color choice by owner.	225.00	LF	_____	_____

Location Total: _____

Location: 5 - Option Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	**Roofing**				
4485	**ROOF SHEATHING 7/16" OSB** Install 7/16" OSB sheathing nailed 8" on center using plywood clips. use only if gaps in roof boards	2,800.00	SF	_____	_____

Location Total: _____

Unit Total for 1821-1823 Argonne Drive, Unit Unit 01: _____

Address Grand Total for 1821-1823 Argonne Drive: _____

Bidder: _____

Page 2 of 2

NeighborWorks® GREEN BAY

IN PARTNERSHIP WITH

HOME IMPROVEMENT LOAN PROGRAM

PROJECT SUMMARY / WORKSHEET

DATE	3/9/2023	START DATE	INITIALS	DE
PROGRAM NAME(S)	HOME			
APPLICANT NAME	Maryann Woodworth			
APPLICANT ADDRESS	1821-1823 Argonne Drive	Green Bay, WI		
APPLICANT TELEPHONE NUMBER(S)	(HOME)	HOME	EMAIL (EMAIL)	
	(WORK)	WORK		

Has home been owned less than one year?	NO		INITIALS	LT	PROJECT INFORMATION
Is home listed on Historical Registry?	NO	https://www.wisconsinhistory.org/Records/BrowseByCategory.aspx	INITIALS	LT	
Is home located in flood plain?	NO	outlfbyclass=-8262769,4799692C93393E8,8489825,-9779105,8369F92C9593913,2516N,2C1821100	INITIALS	LT	
Is home single family residence?	YES		INITIALS	LT	
Is FMV at or below 95% of Mortgage Limits?	YES		INITIALS	LT	
Total EAV (est. appraised value) or FMV (fair market value) of property	$181,500.00	https://gcpd.landrecords.brownco.wi.gov/BCPWebPortal/Search.aspx	INITIALS	LT	
CURRENT MORTGAGE BALANCE	$0.00	(Mortgage Statements)	INITIALS	LT	
OTHER LIENS ON PROPERTY	$0.00	(Title Report)	INITIALS	LT	
EQUITY IN PROPERTY	$181,500.00	(Available Loan Amount)	INITIALS	LT	
EQUITY REMAINING AFTER PROJECT	$136,694.00		INITIALS	LT	
OUTCOME:	QUALIFIES		INITIALS	LT	
DESCRIPTION OF WORK	Replace patio doors, add GFCI outlets, bath fan/light, replace 6 windows, repair/replace concrete, replace roof & gutters		INITIALS	JG	

APPLICATION FORM COMPLETE	YES	(from Homeowner)	INITIALS	LT	PROJECT TRACKER
INITIAL INSPECTION COMPLETE	YES		INITIALS	JG	
RENOVATE RIGHT LEAD BROCHURE COMPLETE	YES	(Must be signed and scanned)	INITIALS	JG	
ELIGIBLE IMPROVEMENTS	YES	(If No, Close File)	INITIALS	JG	
INCOME VERIFICATION COMPLETE	YES		INITIALS	LT	
TITLE REPORT COMPLETE	YES	PAID BY OWNER NO	INITIALS	LT	
SCOPE OF WORK COMPLETE	YES	(HDP)	INITIALS	JG	
CONTRACTOR QUALIFICATIONS REVIEW	YES	(SAM.GOV)	INITIALS	JG	
SETUP / COMPLETION FORM	NO	(ISSUE INITIAL SETUP FORM TO CGB)	INITIALS	LT	
ENVIRONMENTAL REVIEW REQUEST	NO	(ISSUE ENVIRONMENTAL CHECKLIST TO CGB)	INITIALS	JG	
IMPROVEMENT CERTIFICATE COMPLETE	YES	DATE ISSUED	INITIALS	JG	
LOAN DETERMINATION FORM COMPLETE	YES		INITIALS	DE	
APPROVED	YES	(If No, Close File)	INITIALS	DE	
LOAN DOCUMENTS ISSUED	NO	CLOSING DATE [ ] [ ] 3 DAY CANCEL EXPIRES	INITIALS	LT	
NOTICE TO PROCEED ISSUED	NO		INITIALS	JG	
SETUP / COMPLETION FORM	NO	(ISSUE FINAL SETUP FORM TO CGB)	INITIALS	JG	

GENERAL CONTRACTOR PROPOSAL	$52,882.00	Scharfchik's Energy Services	2785 Manitowoc Rd., Bellevuew, WI 54311	INITIALS	JG	PROJECT SCOPE
Contingency	$999.00		(715) 232-8228			
Lead Testing	$925.00					
CHANGE ORDERS	$0.00	(Sum of Change Orders) (if applicable)		INITIALS	JG	
PROJECT TOTAL	$54,806.00	(Sum of Proposal + Contingency + Lead Testing + Change Orders)		INITIALS	JG	
ARPA GRANT	-$10,000.00	(If applicable) (ENTER AS A NEGATIVE)		INITIALS	JG	
LOAN REQUEST	$44,806.00	(Project Total minus Grant)		INITIALS	DE	
DRAW REQUESTS	$0.00	(TO DATE)		INITIALS	RB	
BALANCE REMAINING	$54,806.00	(Project Total minus ARPA Grant minus Draw Requests)				
MISCELLANEOUS NOTES:						

NeighborWorks® GREEN BAY

IN PARTNERSHIP WITH

HOME IMPROVEMENT LOAN PROGRAM

LOAN COMMITTEE DETERMINATION

DATE ISSUED	3/10/2023
PROGRAM NAME(S)	**HOME**
APPLICANT NAME	**Maryann Woodworth**
APPLICANT ADDRESS	1821-1823 Argonne Drive, Green Bay, WI

PROJECT INFORMATION

Has home been owned less than one year?	NO
Is home listed on Historical Registry?	NO
Is home located in flood plain?	NO
Is home single family residence?	YES
Is FMV at or below 95% of Mortgage Limits?	YES
Total EAV (est. appraised value) or FMV (fair market value) of property	**$181,500.00**
CURRENT MORTGAGE BALANCE	**$0.00**
OTHER LIENS ON PROPERTY	**$0.00**
EQUITY IN PROPERTY	**$181,500.00**
EQUITY REMAINING AFTER PROJECT	**$136,694.00**
DESCRIPTION OF REHAB:	Replace patio doors, add GFCI outlets, bath fan/light, replace 6 windows, repair/replace concrete, replace roof & gutters
GENERAL CONTRACTOR:	Schefchik's Energy Services

PROJECT SCOPE

GENERAL CONTRACTOR PROPOSAL	**$52,882.00**	Schefchik's Energy Services
Contingency	$999.00	
Lead Testing	$925.00	
CHANGE ORDERS	**$0.00**	(Sum of Change Orders)
PROJECT TOTAL	**$54,806.00**	(Sum of Proposal + Contingency + Lead Testing + Change Orders)
ARPA GRANT	-$10,000.00	(If applicable)
LOAN REQUEST	**$44,806.00**	(Project Total minus Grant)
DRAW REQUESTS	$0.00	(TO DATE)
BALANCE REMAINING	$54,806.00	(Project Total minus ARPA Grant minus Draw Requests)
MISCELLANEOUS NOTES:		

LOAN COMMITTEE APPROVAL

APPROVALS:				
	MOTION TO APPROVE	AM		
Noel S. Halvorsen	SECOND	SD	Date:	
	YES	APPROVED	$54,806.00	3/13/2023
Alex Mueller				
Marina Delbecchi				
David W. Erickson				
Steve Dorosz				

NeighborWorks® GREEN BAY IN PARTNERSHIP WITH

Improvement Certificate

Maryann Woodworth

1821-1823 Argonne Drive, Green Bay, WI

Rehab	Description of Work	HILP Loan	ARPA Energy Grant	Project Total	Name of Contractor
sliding patio door	remove existing and install new patio door	$ 3,530.00		$ 3,530.00	Shefchik's Energy
GFCI outlets	add GFCI outlets (3), 1 in bathroom, 2 in kitchen	$ 315.00		$ 315.00	Shefchik's Energy
Bath Fan/Light	Install new bath fan with light	$ 1,494.00		$ 1,494.00	Shefchik's Energy
Dbl-hng windows	Replace existing windows with new (6)	$ 5,360.00		$ 5,360.00	Shefchik's Energy
sliding patio door	remove existing and install new patio door	$ 3,530.00		$ 3,530.00	Shefchik's Energy
GFCI outlets	add GFCI outlets (3), 1 in bathroom, 2 in kitchen	$ 315.00		$ 315.00	Shefchik's Energy
Concrete replacement	Demo and replace concrete	$ 13,065.00		$ 13,065.00	Shefchik's Energy
Concrete frost wall repair	Clean, prep, and patch concrete frost wall	$ 785.00		$ 785.00	Shefchik's Energy
Concrete approach/sidewalk	Clean, prep, and patch concrete approach & sidewalk	$ 3,800.00		$ 3,800.00	Shefchik's Energy
replace roof	remove existing roofing and replace with new	$ 2,958.00	$ 10,000.00	$ 12,958.00	Shefchik's Energy
replace gutters	remove old gutters, install new seemless gutters	$ 2,430.00		$ 2,430.00	Shefchik's Energy
gutter covers	install new gutter covers	$ 2,220.00		$ 2,220.00	Shefchik's Energy
				$ -	
Option - Roof Sheathing	Install 7/16" OSB if needed due to gaps in roof boards	$ 3,080.00		$ 3,080.00	Shefchik's Energy
				$ -	
				$ -	
Contingency	Funds for the Unforeseen	$ 999.00		$ 999.00	City of Green Bay
Lead Paint Testing	Initial ($525) and Final ($400) Lead Based Paint Testing	925.00		$ 925.00	NWGB lead
	Project Total	**$ 44,806.00**	**$ 10,000.00**	**$ 54,806.00**	

Date of Job Completion: _____

Homeowner's Signature: _____ Date _____

NeighborWorks Green Bay: _____ Date _____

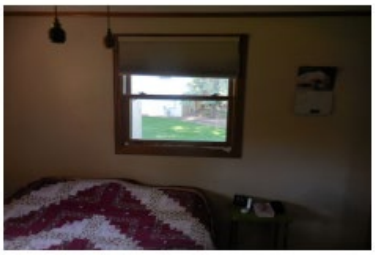
City of Green Bay: _____ Date _____

NeighborWorks® GREEN BAY IN PARTNERSHIP WITH

HOME IMPROVEMENT LOAN PROGRAM

SUPPORTING DOCUMENTS

SUPPORTING DOCUMENTS (SIGNATURES, PHOTOS, DRAWINGS, BIDS, SOW...)



3. Staff Qualifications

The staff members working on this program include administrative staff, loan prep personnel, and a project specialist. Jeff Bloch will be working directly with program clients performing inspections and scope writing.

Jeff Bloch's qualifications include:

- HCV Housing Quality Standards (HQS) Specialist
- Lead Hazard Investigation
- Lead Inspection Certificate
- Lead Sampling Certificate
- Since assuming the day-day HILP responsibilities, Jeff has completed dozens of HILP projects from intake to closeout and is currently managing a wide variety of project scopes within the HILP geographic area.

Billie Jo Horsens is our lender for the program. Her qualifications include:

- More than 25 years in real estate, lending, government, and nonprofit experience.
- Program design, implementation, and compliance using HOME and CDBG funding.
- Document preparation and closing of hundreds of loans.
- Licensed Real Estate Broker and Salesperson.
- Licensed Mortgage Loan Originator (NMLS #375956)

4. Marketing

Our preferred method to market this program will to promote it via our website at www.nwgreenbay.org, and request that the City of Green Bay maintain a link to our website, Facebook, Instagram, radio advertisements, printed brochures, outreach to organizations like ADRC, and most importantly word of mouth. Our organization currently receives 2-3 inquiries per week for home improvement resources.

The program currently has a waiting list of 100 households indicating there is more need than ability to respond to that need. This means a continued focus on reaching those in highest need is given an opportunity to participate. This includes long time Green Bay homeowners with modest incomes.

Since assuming the administration role for the HILP program in 2019, NeighborWorks Green Bay has obligated/spent $513,786.00.

5. Business References and RDA Forms

a. Business References:

   i. **Associated Bank:** Pat Gorski, Vice President, Business Banking. For many years Pat has supported NeighborWorks Green Bay to meet our depository needs as well as our short and long-term financing needs.

   ii. **Ridgeline Home Builders:** Debbie Quinn. Ridgeline is a contractor for many NeighborWorks Green Bay contracted projects. They have consistently demonstrated high quality and on-time delivery of projects for well over a decade.

   iii. **Brown County Planning Commission:** Todd Mead – Housing – Planner I. Todd is the principal for the Northeastern Housing Region and Brown County CDBG-Housing RLF program

b. Section 3 Participation:

   i. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons. We will seek out and identify potential Section 3 businesses attaining contracting opportunities with NeighborWorks Green Bay. We will direct such businesses to www.hud.gov/section3 to help businesses meet their Section 3 requirement, submit their Form 60002, and be listed on the Section 3 Registry for contracting opportunities that fit their capacities.

c. Minority and Woman Business Participation:

   i. NeighborWorks Green Bay seeks minority or woman owned businesses to participate on contract and bids. We will maintain a database specifically for minority businesses to ensure those businesses are notified when bid opportunities become available.

City of Green Bay
RFP # 2022-56 HILP
INDIVIDUAL SCORE CARD

Instructions: Each team member will evaluate & score each vendors RFP responses per the categories below. Maximum allowable points are listed in the left column per each category with maximum of 100 total points possible. List your +pros, -cons or comments. You will use these completed scorecards to assist in the Consensus Scoring process in Fair Housing Services Program
Note: 2022-61

Vendor: NeighborWorks Green Bay

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
35	Organizational Capabilities	35	
25	Staff Qualifications/Experience	22	Organization has staff that is trained with the HILP Policies and Procedures.
20	Price	15	The contract price can not exceed $30,000 per year. Once the price is reached billing will need to cease.
10	Marketing	10	

10	References Purchasing Verified References (X)	[redacted]	Provided references
100	TOTAL ALL CATAGORIES	82	

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Krista Cisneroz, Staff

AGENDA ITEM # E.7

Consideration with possible action on award of selected Splash Pad Equipment for Farlin Park to the low qualified bidder, not to exceed $83,500.00.

BACKGROUND

The Parks, Recreation and Forestry Department is working with a consultant and the Farlin Park neighborhood to create and implement a new master plan for Farlin Park. Part of this proposed redevelopment within the park includes installing a new playground and splashpad. The existing splash pad was installed in 2000.

The Parks Department is working with the Purchasing Department to go out for bids for the splash pad for Farlin Park. In an effort to expedite the purchasing process and start date of installation, staff is requesting the RDA authorize staff to award the proposed splash pad to the low qualified bidder, not to exceed $83,500.00 after the bid opening.

RECOMMENDATION

Award selected Splash Pad Equipment for Farlin Park to the low qualified bidder, not to exceed $83,500.00.

FISCAL IMPACT

ATTACHMENTS

1. 2023 Splash Pad Equipment Farlin Park
2. Farlin Park Splash Pad Concept

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

06/07/23

To: Krista Cisneroz

From: Kaurie Mihm, PLA

Re: Farlin Park Splash Pad Equipment

CC: Dan Ditscheit, PLA
Cheryl Renier-Wigg

The Parks, Recreation and Forestry Department supports awarding the purchase of splash pad equipment for Farlin Park to the lowest responsive and responsible Bidder if the Bid Proposals are equal to or less than our budget of $83,500. The splash pad concept was approved through Parks Committee and City Council as part of the master plan approval process.

Kaurie Mihm, PLA

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Neil Stechschulte, Director

AGENDA ITEM # E.8

Consideration with possible action to approve the Second Amendment to Development Agreement 2021-01 with Merge Urban Development, subject to final approval by the City Attorney.

BACKGROUND

On May 25, 2023, the Redevelopment Authority (RDA) approved terms to the Second Amendment to Development Agreement 2021-01 With Merge Urban Development, subject to final approval by the City Attorney. Since then, the City Attorney has prepared a formal second amendment document to appropriately record the changes to the original agreement discussed at the May 25th RDA meeting. Furthermore, the new second amendment document extends the property transfer deadline from October 31, 2023 to December 31, 2023. The new second amendment document was approved by Common Council on June 6, 2023 and must be formally approved by RDA.

RECOMMENDATION

Approval of the second amendment to the development agreement.

FISCAL IMPACT

There is no change in the financial request approved in the original agreement. The shift in completion dates will reduce the amount of increment generated by and available to the project.

ATTACHMENTS

1. DA2021-01 MERGE@THE SHIPYARD EXECUTED
2. DA 21-01 MERGE @ THE SHIPYARD FIRST AMENDMENT executed
3. Merge Shipyard DA - Amend 2 Redlines to original DA 20230601
4. SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01 to COUNCIL 20230605

DEVELOPMENT AGREEMENT 2021-01

MERGE @ THE SHIPYARD

This Development Agreement is made this 18th day of May, 2021,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
3-551	239 Arndt St.	4.67	$0.00
3-554-A	101 Bridge St.	0.29	$0.00
3-556	119 Bridge St.	0.70	$0.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B. The City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds, which shall illustrate all new parcels created through the actions of Section III. B. 1., and which is herein attached as EXHIBIT C.

C. Developer intends to complete a Project, which involves the construction of a four (4)-story mixed-use structure with two wings connected on the north side of the building (Building One) with approximately one hundred twenty-nine (129) market-rate rental units and approximately four thousand (4,000) square feet of restaurant and/or retail space; and a separate a four (4)-story residential structure with two wings connected on the west side of the building (Building Two) with approximately ninety-six (96) market-rate rental units; and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D.

D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars ($0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

1. Zero dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.62);

2. Zero dollars ($0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.62; and

3. Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.72.

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. Five hundred five thousand, four hundred seventy dollars ($505,470.00) in total real estate taxes annually (assessed mill rate of $24.62);

2. Five hundred five thousand, four hundred seventy dollars ($505,470.00) 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 $24.62; and

3. One hundred ninety-eight thousand, six hundred sixty dollars ($198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.72).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" or the "TID"), which will provide part of the financing for certain costs of the Project.

G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted by the Developer 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 upon receipt of complete and accurate application materials. 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 as part of the City's customary processes.

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. "Affiliate" means any entity majority owned or controlled by, in control of, or under common control with Developer, or is a subsidiary of which Developer is a member.

B. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.

C. "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.

D. "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.

E. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars ($0.00).

F. "City" means the City of Green Bay, Brown County, Wisconsin.

G. "Completion Date" means the substantial completion of both Building One and Building Two, as evidenced by issuance of certificates of occupancy for those buildings.

H. "Concept Plan" means the plan for the Project.

I. "Developer" means MERGE, LLC, or any assignee of the same.

J. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

K. "Plans and Specifications" means the plans and specifications developed for the Project.

L. "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.

M. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

N. "Project" means the Project as defined in the Recitals.

O. "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.

P. "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.

Q. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 5.

R. "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.

S. "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.

T. "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.

U. "TID" means Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" 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 22 in 2019; TID 22 terminates in 2046.

V. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

W. "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. The Developer's out of pocket costs for any such independent analysis requested by the City or RDA shall be a Qualified Expense reimbursable to the Developer notwithstanding the limitations in Section III.C.2.

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

1. Property Transfer. The City and/or RDA shall convey the Property to the Developer through the following process:

a) The City and/or RDA shall contribute the Property to Developer or, upon Developer's request, to Developer's Affiliate, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, in exchange for an interest in transferee with a percentage interest and capital account commensurate with its proportionate value, as agreed by the parties, and shall provide an owner's policy of title insurance at the time of conveyance.

b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), which shall include:

(I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River

shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and

(II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way; and

(III) The City and/or RDA will, as required, grant the Developer easements to permit the construction, operation, and maintenance of a permanent patio, landscaping, berms and/or retaining walls as required by federal, state, and local floodplain regulations within the new right-of-way and/or City and/or RDA-owned parcel(s) described above in (I) and (II).

c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. 1.

d) The RDA shall have a right to put its interest in the Developer or, upon Developer's request, to Developer's Affiliate, (as referenced in section III.B.1.a)) to an Affiliate of Developer (as specified by Developer) for the purchase price of $1,000 at any time after the aggregate assessed value of the Property is equal to or greater than $18,750,000.

e)

2. Public Improvements. Prior to the dates or timelines specified below, the City and/or RDA shall, at their expense, complete the following Public Improvements in accordance with all applicable codes and ordinances:

a) Arndt Street. One year after the date a certificate of occupancy is issued for Building One, appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

b) Bridge Street. One year after the date a certificate of occupancy is issued for Building Two, appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on Bridge Street between Broadway and the Fox River, in compliance with current industry standards.

c) The Shipyard. The City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, which includes the following phases and timelines:

(I) Phase 1 - December 1, 2022. A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch.

(II) Phase 2 – One year after a certificate of occupancy is issued for Building One. A great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, play fountain or splash pad, and/or similar amenities.

(III) Phase 3 – One year after a certificate of occupancy is issued for Building Two. A commercial plaza with permanent and/or seasonal structures for food, beverage, retail, and recreation.

d) Environmental Remediation: The City and/or RDA shall submit and obtain a post closure modification request in accordance with requirements of the Wisconsin Department of Natural Resources (herein "WDNR") which allows for modification of the existing cap. The City will take necessary action to provide a site that has obtained WDNR closure with continuing obligations. The City and/or RDA will utilize City's environmental consultant (currently Stantec) to perform this work. Any further work warranted by the WDNR during site development, such as WDNR approvals, excavation and proper disposal of residual contamination, cap replacement, and installation of a vapor mitigation system, and associated costs is the responsibility of the Developer.

3. Off-Street Public Parking. In the event the City constructs off-street public parking improvements on properties located at 401 S. Broadway (Tax Parcel 3-568), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), 517 S. Broadway (Tax Parcel 2-71) and S. Broadway (Tax Parcel 3-568-1), the City will make parking available to the Developer on an as-available basis, for as long as such property remains undeveloped.

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

a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of fifteen million dollars ($15,000,000.00) on or before January 1, 2026.

b) 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.

c) 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.

d) 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.

e) Provided the aggregate assessed Property value meets or exceeds eighteen million, seven hundred fifty thousand dollars ($18,750,000.00) on or before January 1, 2026, the City shall make available seventy percent (70%) of the remaining TIF Increment

to the Developer until all Qualified Expenditures have been repaid. Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds fifteen million dollars ($15,000,000.00). In the event the aggregate assessed Property value is between fifteen million dollars ($15,000,000.00) and eighteen million seven hundred fifty thousand ($18,750,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of fifty-six percent (56%) for an amount equal to fifteen million dollars ($15,000,000.00), and seventy percent (70%) for an amount equal to eighteen million seven hundred fifty thousand ($18,750,000.00). For example, if the aggregate assessed Property value is sixteen million eight hundred seventy-five thousand dollars ($16,875,000.00) on January 1, 2026, the City shall make available sixty-three percent (63%) of the remaining TIF Increment to Developer.

f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

g) The City shall take all actions necessary to continue the existence of the TID in good standing through its current 2046 termination date.

h) Upon the request of the Developer or an assignee of the Developer's payment rights hereunder, the City or RDA shall provide a written certification of facts regarding the current amount due to the Developer or assignee pursuant to Section III.B.4, the current Available TIF Increment, and a confirmation of the person or location to which the City will make payments.

i) The PAYGo Reimbursement shall be available to Developer unless and until Developer challenges any of its real or personal property taxes for the Project below twenty-two million dollars ($22,000,000.00).

5. Qualified Expenditures. The TIF Incentive available to Developer under this Agreement shall be disbursed in the following priority, and only fund:

   a) Public Improvements, as defined in Section II. P., 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.

6. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part

of the Property. Notwithstanding the foregoing, Developer may sell or assign its payment rights hereunder to any party without the consent or the City or the RDA following the Completion Date, provided that the Developer provides the RDA and the City with timely written notice and a copy of such fully executed sale or assignment instrument.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. Subject to Section III.A., the City shall not be obligated to pay TIF Incentive in excess of the lesser of seven million five hundred thousand dollars ($7,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. The new boundaries of the Property as described in Section III. B. 1.; and

2. The approximate location of any Future Projects proposed on the Property.

B. Construction Documents. Prior to February 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 of interior finishes; and

5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to June 1, 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 twenty million dollars ($25,000,000) in "hard" construction costs for the entire Project; and

2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and

3. 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 materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan or not be consistent with adopted plans or applicable zoning districts for the area. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may

submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than June 1, 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 costs for the Project. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. By no later than June 1, 2022, Developer shall have delivered proof reasonably 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. The City and/or RDA shall transfer all of the parcels comprising the Property and all of the necessary rights of way required for the Project in accordance with Section III. B. 1. herein. Each of the City, RDA and Developer shall provide copies of deeds and such other closing documents as requested by the other party 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. Certified Survey Map. The City and/or RDA shall prepare and obtain approvals for a CSM in accordance with Section III. B. 1. herein.

J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

K. Improvement of Property. Developer shall promptly design and complete Building One of the Project by December 31, 2023, and thereafter design and complete Building Two by December 31, 2025. 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, transfer of the Property as described in Section IV.H. and/or issuance of a building permit and all other permits or licenses required to commence construction, provided the Public Improvements described in Section III.B.2. are substantially

completed by the City by the dates set forth herein. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after the Completion Date.

L. Reports and Information. During the period before the commencement of construction, Developer shall, upon request, 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, prior to the Completion Date, submit a copy of annual, unaudited financial statements for Developer.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted as hard copies shall be submitted in triplicate if so requested by the City or RDA. Documents may also be submitted electronically.

N. Maintenance and Repair. Developer shall at all times following conveyance of the Property as described in Section 4.H., keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe and clean condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

O. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof to a party other than an Affiliate before termination of this Agreement, the 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. Upon notice to the City and RDA, Developer may assign all rights and obligations under this Agreement only to an Affiliate to own, manage and operate the Property. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

P. Easements. Developer, its Affiliates, and/or its assignees or transferees, as applicable shall grant to the City such easements over the Property as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement, provided that the parties agree to work together in granting easements so that all such easements do not materially adversely affect the value or functionality of the Project.

Q. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before acquiring the Property, 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 compliance with all Environmental Laws. Developer, City and RDA shall all share with each other copies of all environmental

reports pertaining to the Property no later than ten (10) days after receiving the same, which each party may have or obtain.

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 occurring during the Developer's period of ownership of Property; or

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

   Notwithstanding any of the foregoing, Developer shall not have any obligation under this Section if the loss, damage, claim, fine, penalty, assessment, liability or other charge or claim results from the direct or indirect actions of the City or RDA or arises from conditions present or events occurring prior to the Developer's acquisition of the Property.

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 applicable Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of

insurance requested by the City or RDA, which Developer is required to purchase and maintain until the Completion Date, 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 and subject to any requirements of a mortgage on the Property or Project, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

   a) Any breach by Developer of the terms of this Agreement;

   b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

   c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those

available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Iowa indicating Developer's existence and good standing, and statement of qualification to do business in the State of Wisconsin.

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. The Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

E. TID District. TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue. The City and RDA represent that as of the date of this Agreement, each has taken all of the actions required by the Wisconsin Department of Revenue in with regarding to the TID, is aware of no issues which could affect the good standing of the TID with the Wisconsin Department of Revenue, and no major changes to the TID which could affect its good standing are anticipated.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The TID shall remain in effect and in good standing as 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.

C. City/RDA Approvals. The City, the RDA or other applicable governmental bodies have provided all approvals contemplated by Sections IV.A. through IV.E. hereof,

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, by the Developer 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 that would adversely affect the ability of the Developer to perform its obligations hereunder.

C. Compliance with Zoning. The Project will conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property prior to the Completion Date, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, 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 prior to the Completion Date, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Iowa, is duly qualified to conduct business in 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, the development company, and all principals of the development company 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, to the knowledge of the officer of the Developer signing this Agreement, upon a due diligence evaluation, 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. To the knowledge of the officer of the Developer signing this Agreement upon a due diligence evaluation, 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 at all times during its period of ownership of the Project.

L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats that, if successful, would reduce the aggregate assessed value of the Property to less than $22,000,000.

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 thirty (30) days after invoice 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 thereafter diligently and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect when made;

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. Prior to the Completion Date, the Developer or any guarantor of the obligations of Developer 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 one hundred eighty (180) 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 owed to the City or RDA at the rate of eight percent (8%) 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. Except for Event of Defaults caused by the failure to make payments to the Developer, 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; or
5. The parties agree in writing to terminate this Agreement.

B. TIF Payments termination. TIF payments shall terminate upon the earliest of:

1. The year in which the TIF Incentive equals the lesser of seven million five hundred thousand dollars ($7,500,000.00)(plus costs of any independent analysis as provided in Section III.A.) or the total amount of Qualified Expenses incurred and paid by Developer as indicated by the Tax Incentive Cap in Section III. C. 2.;
2. Twenty-two (22) years after the date of execution of this Agreement, which is 2042.

C. Survival of Certain Provisions. Sections III. B. 1. d), IV.J., IV.O.2., IV. Q.2., IV. S, V.A., V.B., V.C.,V.D., V.E., VII.E., VII.G., VII.L., VIII.A., VIII. B., VIII.C., VIII. D., VIII. E., VIII. F., X.B., X.C., X.G., X .J., X.N., X.O., X.P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Except as provided below, prior to the Completion Date, Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA (other than to an Affiliate or Affiliates). 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. Notwithstanding the foregoing:

a) Permitted Assignment: Developer may assign all of its rights and obligations with respect to a portion of the Property to one or more Affiliates, without prior approval of the City or RDA, so long as the proposed Affiliate assignee (i) agrees in writing to assume all of Developer's rights and obligations under this Agreement with respect to the portion of the Property transferred to the Affiliate, (ii) the Developer conveys all or a portion of the Property to the Affiliate assignee, (iii) the Developer provides the RDA and the City with timely written notice and a copy of such fully executed assignment and assumption agreement, and (iv) Developer directly or indirectly manages the Affiliate assignee.

b) Collateral Assignment of Development Agreement. Developer may assign its rights and obligations under this Agreement with respect to all or a portion of the Property to a lender or lenders, solely for the purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project or any portion thereof. Any such assignment shall become effective only following an event of default by Developer under the terms of the loan. No such assignment shall relieve Developer of any of its obligations hereunder.

c) Transfers of Equity Interests. Nothing herein shall prevent, and RDA and City consent shall not be required for, the transfer of equity interests in Developer or in any direct or indirect owner thereof, any portion thereof among family members, or trusts for the benefit of family members for estate planning purposes.

C. 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.

D. 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.

E. 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.

F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

G. 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, pandemics, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials or labor, 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 one hundred and eighty (180) days from the date the event occurred.

H. 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.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 1, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City and/or RDA which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be 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 e-mail: Clerkinquiries@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: Neil.Stechschulte@greenbaywi.gov
To the Developer:	MERGE, LLC Attention: Brent Dahlstrom, Principal

604 Clay Street
Cedar Falls, IA 50613
e-mail: brent@mergeurbandevelopment.com

With a copy to: Squire Patton Boggs (US) LLP
Attention: Steven F. Mount
41 South High Street, Suite 2000
Columbus, OH 43215
e-mail: steven.mount@squirepb.com

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. 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.

M. 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.

N. 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.

O. 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. Following termination of this Development Agreement and upon the request of an owner of any portion of the Property, the City and the RDA shall execute and record a memorandum indicating that this Development Agreement has been terminated and this Development Agreement no longer runs with the land nor binds owners of the Property (other than the Developer).

P. 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. The Developer warrants and represents that there will not be any mortgage or any other lien against the Property created by the Developer 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) ; provided, however, that upon request of the Developer, the City and RDA shall execute such subordinations of this Development Agreement as may be reasonably required by a mortgagee providing financing for the Project.

Q. 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.

R. 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.

S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MERGE, LLC

By: _____

Brent Dahlstrom, manager
Print Name and Title

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ Iowa)
) SS
COUNTY OF ~~BROWN~~ Black Hawk)

Personally came before me this 1st day of June 2020, the above named Brent Dahlstrom, a member of MERGE, LLC, an Iowa limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARIAL SEAL IOWA
JILL L KRAAYENBRINK
Commission Number 797477
My Commission Expires
July 29, 2022

_____
* Jill Kraayenbrink
Notary Public, Black Hawk County, ~~Wisconsin~~ Iowa
My Commission Expires July 29, 2021

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 10 day of June 2021, the above named Mayor Eric Genrich and Clerk Celestine Jeffreys on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
* Jaime M. Fuge
Notary Public, Brown County, Wisconsin
My Commission Expires May 25, 2025

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

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

Attest: Neil Stechschulte
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 14th day of June 2020, the above named Gary J. Delveaux and Neil Stechschulte, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

(a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.

(b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT C
Certified Survey Map ("CSM")

[to be inserted]

EXHIBIT D
Preliminary Concept Plan

PULLBACK

PROJECT DATA

Green Bay Shipyard

Merge Urban Development Group

FACTS // *What do we know? What is given?*

239 Arndt Street / 119 Bridge Street

Existing site condition is a vacant industrial site of 233,784 SQ FT (5.367 acres).

Zoning: D2 Downtown Two

Max ground floor area: 40,000 SF

FAR: Min. 1; Max 8 (no setbacks required)

Max Height: None

Located in "On Broadway" Business Improvement District.

Raised site with fill to be out of floodplain - no underground parking.

Walk Score: 67 (city average: 41) Bike Score 87!

2015 IBC and Wisconsin State Amendments

Reference Green Bay 2014 Downtown Plan "AuthentiCity" and "State of Downtown Report"

GOALS // *What do we want to achieve + why?*

Transform this end of the city.

Create a dense walkable residential development that maximizes use of limited downtown waterfront.

Maximize units with views of the Fox River and the Shipyard park

Restaurant facing the urban edge to add additional vibrancy and attract people to the site.

Create an anchor to the south end of the Broadway District that supports the vibrant district culture while also spurring further development on S. Broadway, "starting a domino effect".

Architecture should be authentically of Green Bay and the Broadway district.

"materials reflecting the district's history or the formation of the community encourage people to think about Green Bay and the district, or maybe even instill a sense of wonder about the community's story" Streetscape TV Report

CONCEPTS // *How can we achieve the goals?*

Incorporate massing of adjacent industrial buildings and elevate the context.

Building orientation and geometry to maximize views toward river and Shipyard park.

Incorporate attractive landscaping and lighting to extend park feeling from Shipyard Park to Riverwalk.

Juxtapose intentional elements from historic industrial context.

"equally important to scale is detail—a Broadway district experience relates strongly to the sense of its relationship to the river, industry and the craft felt in its buildings." Streetscape TV Report

NEEDS // *What quantity + quality is required?*

Retail at restaurant: 14' clear height, 4000 SF.

Half-level covered parking at building with restaurant. All other ground floor to be walk ups.

225 Total Units

Micros - 20% (450 SF)

Studios - 20% (500 SF)

1 BD - 20% (650 SF)

1+ BD - 20% (700 SF)

2BD - 20% (900 SF)

Provide amenities including courtyard, patio terrace space, private balconies, kayak and fishing storage.

Support pedestrian-friendly designs such as outdoor seating, outdoor gathering areas, active commercial corner, and public or quasi-public spaces.

PROJECT STAKEHOLDERS

Joy Hannemann

Brent Dahlstrom

Jon Tiaber

On Broadway

City of Green Bay

CORE PURPOSE

Create attainable housing options in a walkable urban setting that uses this site to its full potential.

Connect and respond to the adjacent Shipyard Park

To build a lasting relationship with the City of Green Bay for future development.

CHARACTER + FEEL

Blend the industrial fabric of the Green Bay riverfront with a new building that is contextually sensitive yet contemporary and exciting.

Embrace Green Bay's appreciation of art, the flourishing culinary scene, it's industrial roots and it's emerging high-tech workforce.

Support and expand on the active and recreational activities of the adjacent Shipyard park.

END USER DESCRIPTION

Young professionals, working class people, and empty nesters will be drawn to the attractive housing adjacent to the Shipyard Park, with views of the river and park-like setting.

Abundant day lighting, sustainable and natural materials, and smart design will be attractive features that will drive demand for these urban residential units.

PULLBACK

PROJECT DRIVERS

SERVE // SPACES FOCUSED ON LIFE OF *PEOPLE + PLACE*

PEOPLE // *Multiplicity*

The quality or state of being multiple or various

The Broadway district is a culturally rich district that is diverse in its racial, ethic, and economic makeup. The bulk of people coming into the district are young singles and couples.

The community contains a strong art and culinary scene. Broadway is home to Green Bay's most dense collection of public art.

Designed to serve both blue collar and high tech work force.

PLACE // *Anchor*

Reliable, something that serves to hold firmly

The adjacent Shipyard Park development will create a tourism and recreation destination at the south end of the Broadway District. Dense residential development will activate the new park and enliven the waterfront, which will spur further development on the south end of the district.

Project site is situated between juxtaposed places of work (active shipyard and riverfront) and play (large shipyard park)

MAKE SENSE // QUALITY EXECUTION SHAPED BY *REGIONALISM + ENDURANCE*

REGIONALISM // *Form*

The essential nature of a thing

Building forms and materials inspired by a history of industrial, ship building, and paper making structures, detailed in a contemporary way, to create a modern interpretation of the old buildings that formerly lined the Fox River.

The dominant feature of the site is the Fox River. Amenities should allow people to view and interact with it in various ways, during each season.

Pedestrian focused experience to promote activity and interaction with the various community activities that take place year round.

ENDURANCE // *Hardy*

Bold, Brave, capable of withstanding adverse conditions

Industrial quality, durability, and timelessness will be referenced in the architecture

Incorporate solar panels to offset energy cost of common areas and shared amenity area.

As the project site is raised up & out of the flood plain, it should not disconnect itself from accessing the riverfront.

Materials and detailing should create a hybrid character of the industrial past and the high-tech future.

MEAN IT // HOLISTIC CONCEPTS DEVELOPED WITH *CLARITY + OPTIMISM*

CLARITY // *Shipyard*

a yard, place, or enclosure where ships are built or repaired

Incorporate clean lines and bold features that are prevalent throughout midwest industrial architecture

Allow the architecture to direct the flow of pedestrians' views and movement as they are they spill out to the riverfront.

Use building and landscaping to shape and promote the pedestrian experience as a hub of community.

OPTIMISM // *Recreation*

Refreshment of strength and spirits after work

This development should not add additional burden to the lives of its users. The architecture and site should create areas of play and rest that reinvigorate the lives of its users

Provide different scales of dynamic spaces to create an active and peaceful environment that engages with the river.

Green Bay Shipyard

Merge Urban Development

+ DRIVERS // INCREASING SPECIFICITY

+DRIVER 1 // *Urban Flow*

The architecture shapes the movement & views that spill out onto the Fox River and the surrounding city

+DRIVER 2 // *Hybrid History*

Mixed character of the site's industrial and shipping past with its high-tech future

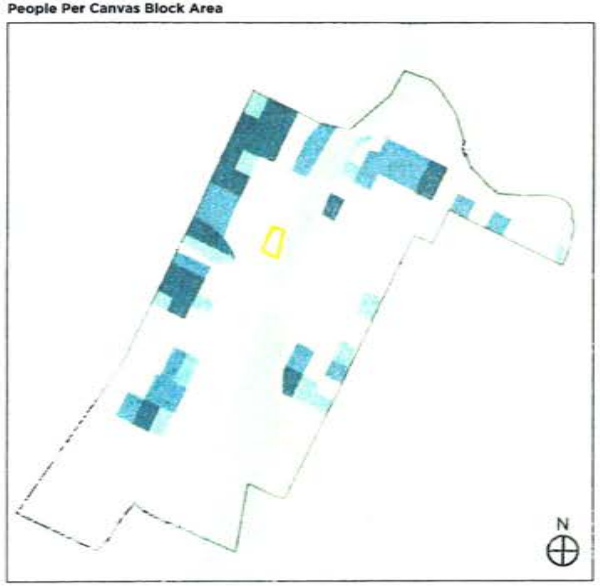
+DRIVER 3 // *Revitalization by Recreation*

The adjacent Shipyard Park will create a tourism and recreation destination at the south end of the Broadway corridor. Dense residential development will activate the new park and enliven the waterfront.

GREEN BAY SHIPYARD

SOCIOECONOMIC BENCHMARKS

People Per Canvas Block Area



Project Parcel Location

Project Study Area

People Per Canvas Block Area (Acre)

- 0.0 - 2.0
- 2.0 - 5.0
- 5.0 - 9.0
- 9.0 - 12.0
- 12.0 - 40.0

Dwelling Units Per Canvas Block Area

Project Parcel Location

Project Study Area

Dwelling Units Per Canvas Block Area (Acre)

- 0.0 - 1.0
- 1.0 - 2.5
- 2.5 - 4.0
- 4.0 - 8.0
- 8.0 - 34.0

Employment Units Per Canvas Block Area

Project Parcel Location

Project Study Area

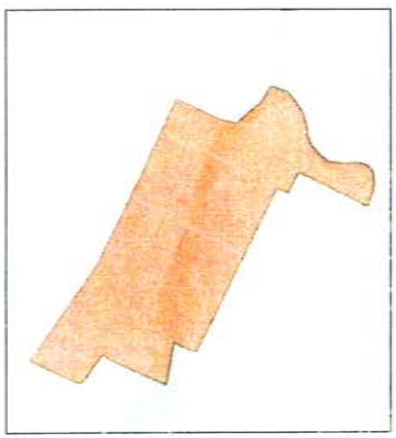
Employment Per Canvas Block Area (Acre)

- 0.0 - 2.0
- 2.0 - 4.5
- 4.5 - 10.0
- 10.0 - 15.0
- 15.0 - 112.0

GREEN BAY SHIPYARD

SOCIOECONOMIC BENCHMARKS

Green Bay Shipyard Study Area Map



Green Bay Shipyard Study Area Data

Population

Base Scenario 4,844

Housing

Base Scenario 1,748

Households

Base Scenario 1,748

Jobs

Base Scenario 4,287

Base Scenario Source: UrbanFootprint generates the raw counts of population, dwelling units, jobs, and other demographic fields by using a combination of data sources, including the 2010 Dicennial Census, the 2012 American Community Survey (ACS) 5-year estimates (available at the block group level), 2010 Longitudinal Employer-Household Dynamics (LEHD) workforce data, the Environmental Protection Agency's Smart Location Database, the Census Bureau's Area Landmarks dataset, and the National Land Cover Database (NLCD).

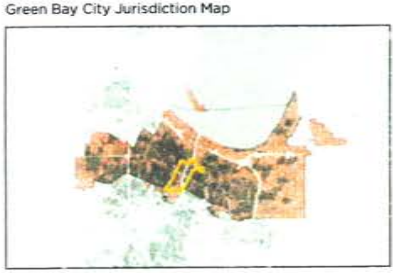
Housing by Type

Base Scenario 1,748

Jobs by Sector

Base Scenario 4,287

Green Bay City Jurisdiction Map



Secondary Source
- https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml
- https://censusreporter.org/profiles/14000US55009000800-census-tract-8-brown-wi/

Green Bay City Jurisdiction Data

Population

Base Scenario 102,384

Housing

Base Scenario 42,345

Households

Base Scenario 40,135

Jobs

Base Scenario 63,961

Housing by Type

Base Scenario 47,845

Jobs by Sector

Base Scenario 63,961

SHOT LINE ARCHITECTURE

MERGE URBAN DEVELOPMENT GROUP

REGIONALISM

EXISTING CONTEXT

- PROJECT SITE
- PARKS
- 1/2 MILE RADIUS
- OR 5 MINUTE WALK
- PUBLIC EVENT SPACE

BICYCLE TRANSPORTATION

- BICYCLE LANES
- PROPOSED BICYCLE LANES
- FOX RIVER TRAIL

PEDESTRAIN PATHS

- RIVERWALK
- POTENTIAL RIVERWALK EXPANSION
- FUTURE HUBBARD STREET PROMANADE

POINTS OF INTEREST

1. ACE MARINE
2. TITLETOWN BREWERY
3. COPPER STATE BREWERY CO.
4. NEVILE PUBLIC MUSEUM
5. THE CANNERY PUBLIC MARKET
6. T2 ACCELERATOR
7. KI CONVENTION CENTER
8. HAMPTON INN DOWNTOWN
9. SCHREIBER FOODS
10. BAYLAKE CITY CENTER
11. THE CHILDREN'S MUSEUM OF GREEN BAY (OLD LOCATION)
12. HOTEL NORTHLAND
13. MEYER THEATRE
14. THE AUTOMOBILE GALLERY
15. FORT HOWARD ELEMENTRY SCHOOL
16. THE GREATER GREEN BAY CHAMBER OF COMMERCE
17. BROWN COUNTY COURTHOUSE
18. THE TARLTON THEATRE
19. CUP O JOY MUSIC VENUE
20. GREEN BAY COMMUNITY THEATRE

PARKS & PUBLIC SPACES

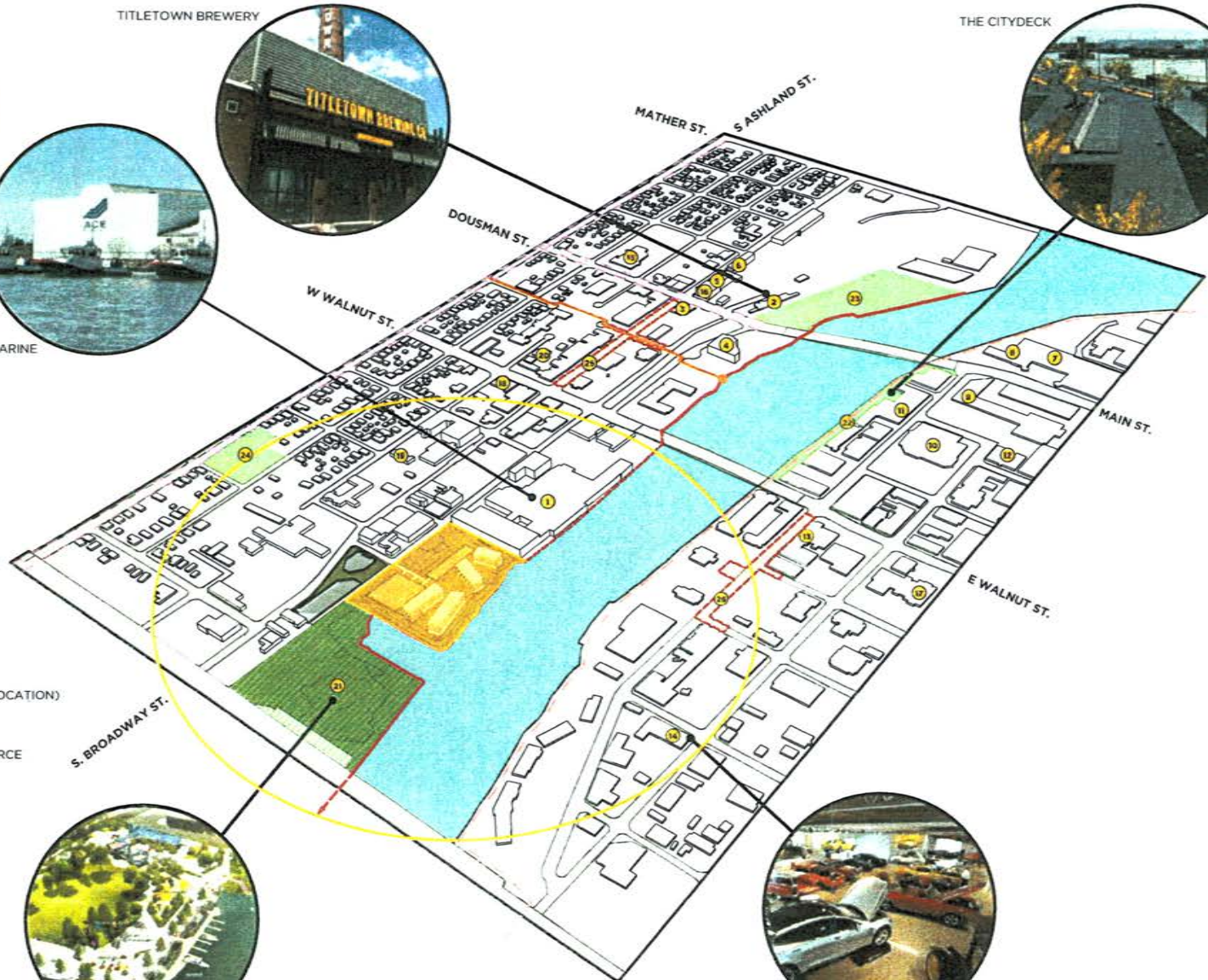
21. FUTURE SHIPYARD PARK
22. THE CITYDECK
23. LEICHT MEMORIAL PARK
24. FRANK B. SEYMOUR PARK

EVENT LOCATIONS

25. FARMER'S MARKET ON BROADWAY & TASTE ON BROADWAY
26. SATURDAY FARMERS MARKET

ACE MARINE

TITLETOWN BREWERY



THE CITYDECK

FUTURE SHIPYARD PARK

THE AUTOMOBILE GALLERY

SHOTSHOT ARCHITECTURE

MERGE URBAN DEVELOPMENT GROUP

REGIONALISM

PUBLIC CIRCULATION

PROJECT SITE

BUS ROUTES

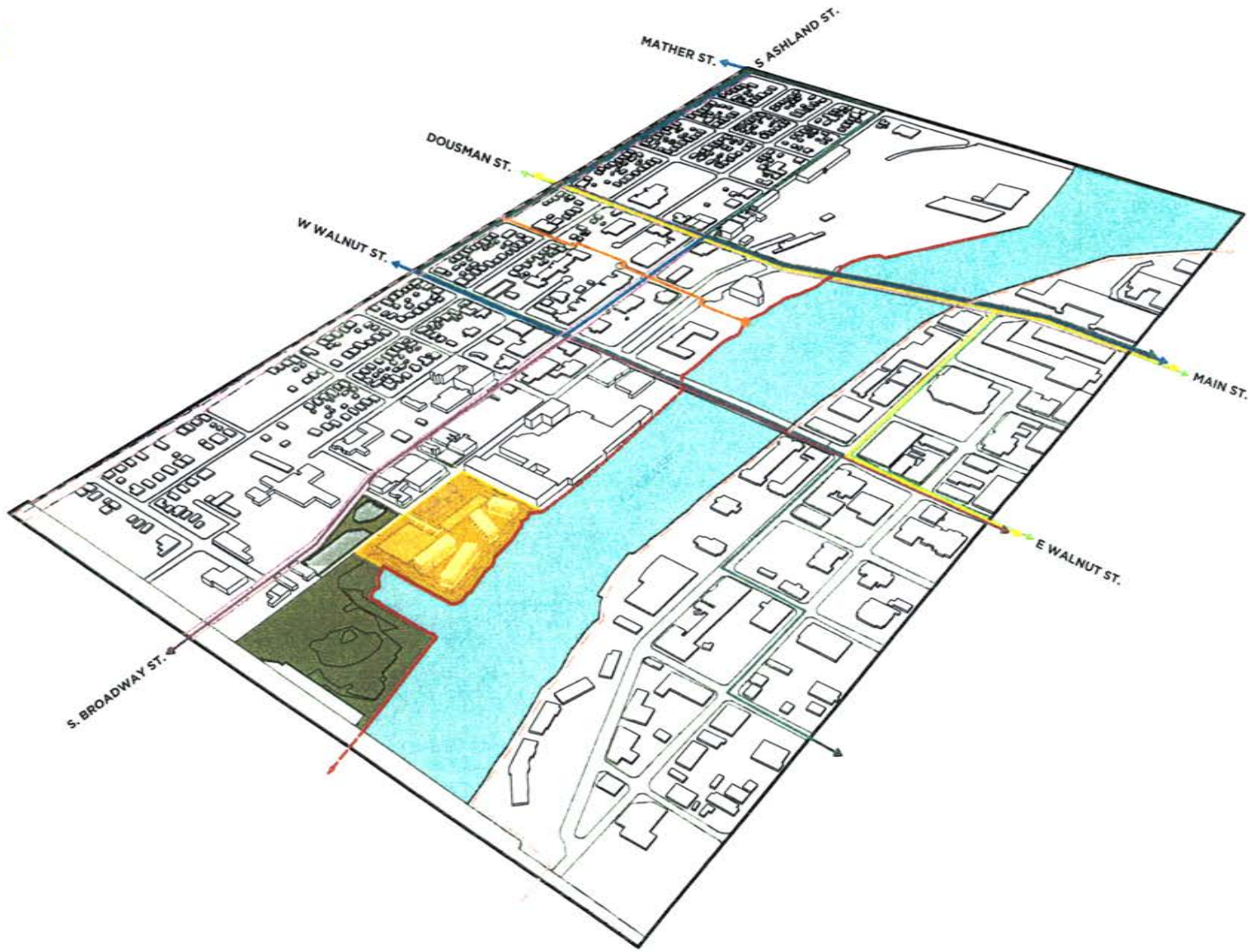
- #3 SILVER LINE
- #4 BLUE LINE
- #5 PLUM LINE
- #8 GREEN LINE
- #9 GOLD LINE
- #13 RIVER LINE

BICYCLE TRANSPORTATION

- BICYCLE LANES
- PROPOSED BICYCLE LANES
- FOX RIVER TRAIL

PEDESTRAIN PATHS

- RIVERWALK
- POTENTIAL RIVERWALK EXPANSION
- FUTURE HUBBARD STREET PROMANADE



SHOTLING ARCHITECTURE

MERGE

GREEN BAY SHIPYARD

OPPORTUNITY ZONE HOUSING + WATERFRONT MIXED-USE

PROJECT DRIVERS

Urban Flow - The architecture shapes the movement & views that spill out onto the Fox River and the surrounding city

Hybrid History - Mixed character of the site's industrial and shipping past with its high-tech future

Revitalization by Recreation - The adjacent shipyard park will create a tourism and recreation destination at the south end of the Broadway corridor. Dense residential development will activate the new park and enliven the waterfront.

TOTAL DEVELOPMENT

Gross: 189,500 SF

Residential: 175,000 SF (225 Units)

Commercial: 4,000 SF

Parking: 322 Total Spaces
(290 Spaces on Grade)
(32 Spaces 1/2 Level Garage)

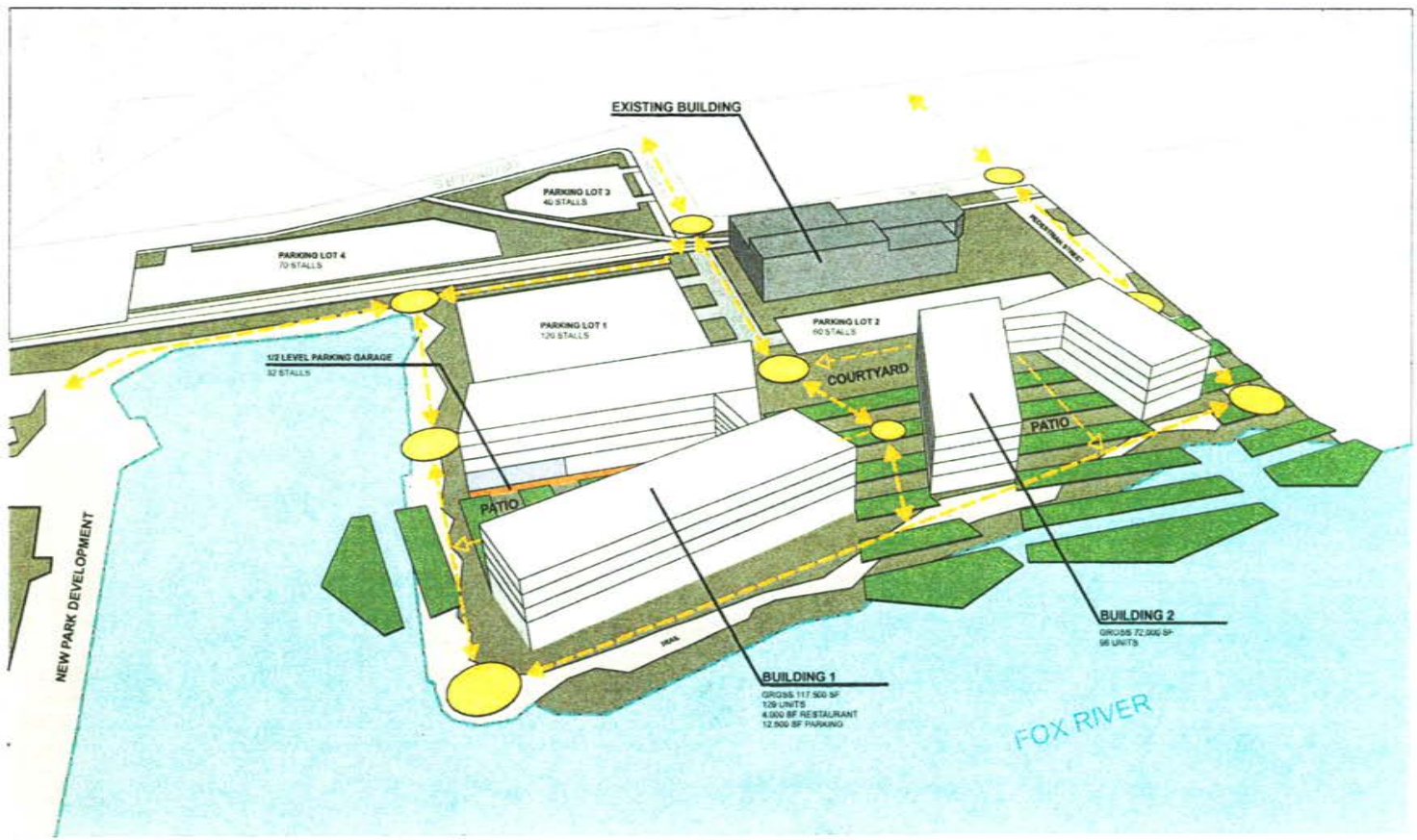
BUILDING 1

4 Story Mixed-Use
117,500 GSF (4,000 SF Commercial / 12,500 SF Parking)
(101,000 GSF x 80% Efficiency) / 630 SF = 129 Units
Required Residential Parking = 162*
Required Restaurant Parking = 40**

BUILDING 2

4 Story Residential
72,00 GSF
(72,000 GSF x 80% Efficiency) / 600 SF = 96 Units
Required Residential Parking = 120*

- RESIDENTIAL
- RETAIL
  RESTAURANT
- PARKING GARAGE
  1/2 LEVEL UNDERGROUND
- EXISTING
  INDUSTRIAL OFFICE
- NODES OF INTEREST
- PEDESTRIAN PATHS



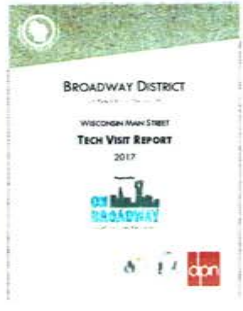
SHOTSLING ARCHITECTURE

MERGE

*Residental Parking Rate of 1.25 Per dwelling
** Restaurant Parking rate of 1 stall per 100 SF Interior Space (per City of Green Bay Municipal Code 13-1720)

GREEN BAY SHIPYARD

VISUAL INSPIRATION

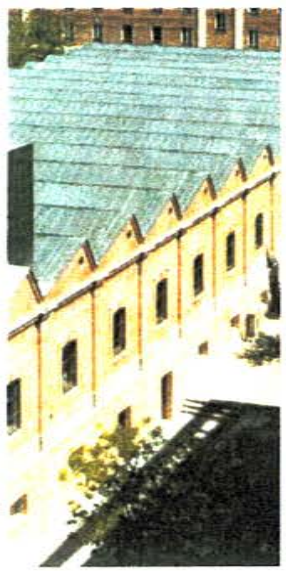


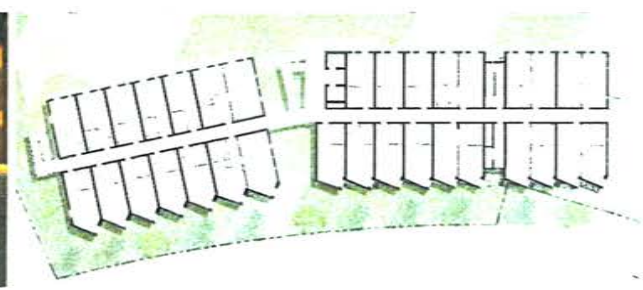
SHOTLING ARCHITECTURE

MERGE

GREEN BAY SHIPYARD

FORM & MATERIAL PALETTE



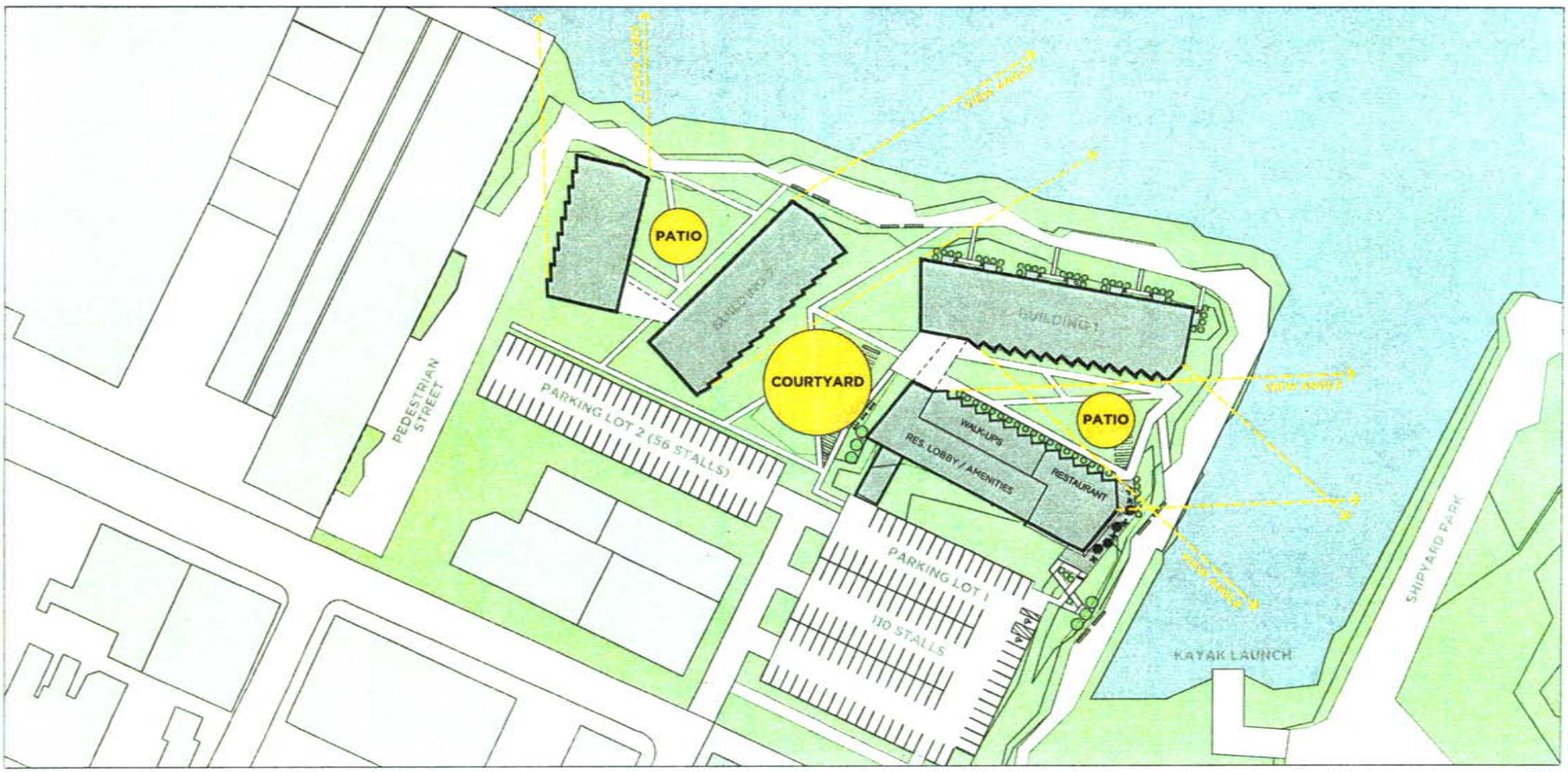


SHOTLING ARCHITECTURE

MERGE URBAN DEVELOPMENT GROUP

GREEN BAY SHIPYARD

SITE PLAN



SHOTLING ARCHITECTURE

MERGE

N

GREEN BAY SHIPYARD

VIGNETTE

SLINGSHOT ARCHITECTURE MERGE

GREEN BAY SHIPYARD

VIGNETTE

SLINGSHOT ARCHITECTURE

MERGE

GREEN BAY SHIPYARD

VIGNETTE

SHOTLING ARCHITECTURE

MERGE

GREEN BAY SHIPYARD

VIGNETTE

SHOTLING ARCHITECTURE MERGE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01

MERGE @ THE SHIPYARD

This Development Agreement is made this 22nd day of Feb, 2022,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

WHEREAS, Developer has agreed to acquire and develop property located at 239 Arndt Street (Tax Parcel 3-551), 101 Bridge Street (Tax Parcel 3-554-A), and 119 Bridge Street (Tax Parcel 3-556), hereinafter defined as the "Project Site"); and

WHEREAS, the Parties entered into a Development Agreement dated May 18, 2021, relating to the Project Site; and

WHEREAS, the Development Agreement provided for Tax Incremental Finance ("TIF") assistance for qualified expenditures for public and private improvements at the Project Site; and

WHEREAS, subsequent to the Development Agreement, Developer requested changes to the project timeline, which was approved by the Redevelopment Authority and Green Bay Common Council.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

I. Amendments. The Development Agreement is hereby amended as follows:

a. In Section III.B.1, insert the phrase "no later than October 31, 2022" immediately following the phrase "The City and/or RDA shall convey the Property to the Developer through the following process".

b. In Section III.B.2.a, delete the phrase "One year after the date a certificate of occupancy is issued for Building One" and replace with "By May 31, 2024"

c. In Section IV.B, delete the term "February" and replace with "September"

d. In Section IV.C, delete the term "June 1" and replace with "December 31"

e. In Section IV.F, delete the term "June 1" and replace with "December 31"

f. In Section IV.G, delete the term "June 1" and replace with "December 31"

g. In Section IV.K, delete the phrase "December 31, 2023" and replace with "May 31, 2024" and delete the phrase "December 31, 2025" and replace with May 31, 2026

2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MERGE, LLC

By: _____

Brent Dahlstrom, Manager
Print Name and Title

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ Iowa)
) SS
COUNTY OF ~~BROWN~~ Black Hawk)

Personally came before me this 27th day of December 2021, the above named Brent Dahlstrom, a member of MERGE, LLC, an Iowa limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARIAL SEAL IOWA
JILL L KRAAYENBRINK
Commission Number 797477
My Commission Expires
July 29, 2022

_____
* Jill Kraayenbrink

Notary Public, Black Hawk County, ~~Wisconsin~~ Iowa
My Commission Expires 7/29/2022

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 25 day of February 2023, the above named Eric Genrich and Celestine Jeffreys, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*Jaime M. Fuge
Notary Public, Brown County, Wisconsin
My Commission Expires May 25, 2025

JAIME M. FUGE NOTARY PUBLIC STATE OF WISCONSIN

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 22nd day of Feb 2022, the above named Gary J. Delveaux and Neil Stechschulte, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

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

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01

MERGE @ THE SHIPYARD

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"),

and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
3-551	239 Arndt St.	4.67	$0.00
3-554-A	101 Bridge St.	0.29	$0.00
3-556	119 Bridge St.	0.70	$0.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B. The City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds, which shall illustrate all new parcels created through the actions of Section III. B. 1., and which is herein attached as EXHIBIT C.

C. Developer intends to complete a Project, which involves the construction of a four (4)-story residential structure with two wings connected on the west side of the building (Building One) with approximately one hundred nine (109) market-rate rental units; and a separate four (4)-story mixed-use structure with two wings connected on the north side of the building (Building Two) with approximately one hundred twenty-nine (129) market-rate rental units and approximately four thousand (4,000) square feet of restaurant and/or retail space; and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D.

D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars ($0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

1. Zero dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.80);

2. Zero dollars ($0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.80; and

3. Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.80.

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. Five hundred five thousand, four hundred seventy dollars ($505,470.00) in total real estate taxes annually (assessed mill rate of $18.68);

2. Five hundred five thousand, four hundred seventy dollars ($505,470.00) 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 $18.68; and

3. One hundred ninety-eight thousand, six hundred sixty dollars ($198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.58).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" or the "TID"), which will provide part of the financing for certain costs of the Project.

G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted by the Developer 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 upon receipt of complete and accurate application materials. 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 as part of the City's customary processes.

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. "Affiliate" means any entity majority owned or controlled by, in control of, or under common control with Developer, or is a subsidiary of which Developer is a member.

B. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.

C. "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.

D. "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.

E. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars ($0.00).

F. "City" means the City of Green Bay, Brown County, Wisconsin.

G. "Completion Date" means the substantial completion of both Building One and Building Two, as evidenced by issuance of certificates of occupancy for those buildings.

H. "Concept Plan" means the plan for the Project.

I. "Developer" means MERGE, LLC, or any assignee of the same.

J. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.

K. "Plans and Specifications" means the plans and specifications developed for the Project.

L. "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.

M. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

N. "Project" means the Project as defined in the Recitals.

O. "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.

P. "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.

Q. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 5.

R. "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.

S. "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.

T. "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.

U. "TID" means Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" 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 22 in 2019; TID 22 terminates in 2046.

V. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

W. "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. The Developer's out of pocket costs for any such independent analysis requested by the City or RDA shall be a Qualified Expense reimbursable to the Developer notwithstanding the limitations in Section III.C.2.

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

1. Property Transfer. The City and/or RDA shall convey the Property to the Developer no later than ~~July~~ December 31, 2023 through the following process:

a) The City and/or RDA shall contribute the Property to Developer or, upon Developer's request, to Developer's Affiliate, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, in exchange for an interest in transferee with a percentage interest and capital account commensurate with its proportionate value, as agreed by the parties, and shall provide an owner's policy of title insurance at the time of conveyance.

b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), which shall include:

(I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River

shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and

(II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way; and

(III) The City and/or RDA will, as required, grant the Developer easements to permit the construction, operation, and maintenance of a permanent patio, landscaping, berms and/or retaining walls as required by federal, state, and local floodplain regulations within the new right-of-way and/or City and/or RDA-owned parcel(s) described above in (I) and (II).

c) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. 1.

d) The RDA shall have a right to put its interest in the Developer or, upon Developer's request, to Developer's Affiliate, (as referenced in section III.B.1.a)) to an Affiliate of Developer (as specified by Developer) for the purchase price of $1,000 at any time after the aggregate assessed value of the Property is equal to or greater than $18,750,000.

e)

2. Public Improvements. Prior to the dates or timelines specified below, the City and/or RDA shall, at their expense, complete the following Public Improvements in accordance with all applicable codes and ordinances:

a) Bridge Street. By December 31, 2024, design and construct appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users in compliance with current industry standards.

b) Arndt Street. , By June 30, 2026, design and construct appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

c) The Shipyard. The City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, which includes the following phases and timelines:

(I) Phase 1 - December 31, 2023. A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch.

(II) Phase 2 – One year after a certificate of occupancy is issued for Building One. A great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, play fountain or splash pad, and/or similar amenities.

d) The Shipyard Phase 3. The City and/or RDA shall seek a development agreement with a private partner to design and construct a commercial plaza with permanent and/or seasonal structures for food, beverage, retail, and recreation at 100 W. Mason St. (Tax Parcel 2-78) by May 31, 2027.

e) Environmental Remediation: The City and/or RDA shall submit and obtain a post closure modification request in accordance with requirements of the Wisconsin Department of Natural Resources (herein "WDNR") which allows for modification of the existing cap. The City will take necessary action to provide a site that has obtained WDNR closure with continuing obligations. The City and/or RDA will utilize City's environmental consultant (currently Stantec) to perform this work. Any further work warranted by the WDNR during site development, such as WDNR approvals, excavation and proper disposal of residual contamination, cap replacement, and installation of a vapor mitigation system, and associated costs is the responsibility of the Developer.

3. Off-Street Public Parking. In the event the City constructs off-street public parking improvements on properties located at 401 S. Broadway (Tax Parcel 3-568), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), 517 S. Broadway (Tax Parcel 2-71) and S. Broadway (Tax Parcel 3-568-1), the City will make parking available to the Developer on an as-available basis, for as long as such property remains undeveloped.

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

a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of fifteen million dollars ($15,000,000.00) on or before January 1, 2026.

b) 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.

c) 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.

d) 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.

e) Provided the aggregate assessed Property value meets or exceeds eighteen million, seven hundred fifty thousand dollars ($18,750,000.00) on or before January 1, 2026, the City shall make available seventy percent (70%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid. Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds fifteen million dollars ($15,000,000.00). In the event the aggregate

assessed Property value is between fifteen million dollars ($15,000,000.00) and eighteen million seven hundred fifty thousand ($18,750,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of fifty-six percent (56%) for an amount equal to fifteen million dollars ($15,000,000.00), and seventy percent (70%) for an amount equal to eighteen million seven hundred fifty thousand ($18,750,000.00). For example, if the aggregate assessed Property value is sixteen million eight hundred seventy-five thousand dollars ($16,875,000.00) on January 1, 2026, the City shall make available sixty-three percent (63%) of the remaining TIF Increment to Developer.

f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.

g) The City shall take all actions necessary to continue the existence of the TID in good standing through its current 2046 termination date.

h) Upon the request of the Developer or an assignee of the Developer's payment rights hereunder, the City or RDA shall provide a written certification of facts regarding the current amount due to the Developer or assignee pursuant to Section III.B.4, the current Available TIF Increment, and a confirmation of the person or location to which the City will make payments.

i) The PAYGo Reimbursement shall be available to Developer unless and until Developer challenges any of its real or personal property taxes for the Project below twenty-two million dollars ($22,000,000.00).

5. Qualified Expenditures. The TIF Incentive available to Developer under this Agreement shall be disbursed in the following priority, and only fund:

   a) Public Improvements, as defined in Section II. P., 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.

6. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property. Notwithstanding the foregoing, Developer may sell or assign its payment rights hereunder to any party without the consent or the City or the RDA following the

Completion Date, provided that the Developer provides the RDA and the City with timely written notice and a copy of such fully executed sale or assignment instrument.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. Subject to Section III.A., the City shall not be obligated to pay TIF Incentive in excess of the lesser of seven million five hundred thousand dollars ($7,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Reporting of Progress on Building Architecture. ~~Immediately starting after~~Upon the execution of this A~~a~~greement, Developer shall provide in writing monthly ~~-~~updates to the City due the first of each month regarding progress of architecture. These updates shall include copies of invoices and payment to the Developer's Architect. Developer must demonstrate that at least $300,000 in fees have been paid to Developer's Architect for the project described in this A~~a~~greement by September 1, 2023. In the event that any such requirements as set forth in this section are not fully met, the Developer shall be responsible for projected debt service costs and shall pay a fee ~~Failure to meet these requirements will result in Developer paying a financial penalty up to the~~in an amount ~~of the~~to not exceed the projected debt service costs for 2024 related to Phase I of the City's improvements related to the project.

B. Updated Site Plan and Building Architecture. Prior to July 1, 2023, Developer shall submit an Updated Site Plan and Building Architecture to RDA for approval, which shall be based on, but may differ in minor respects from the Concept Plan presented in the Original Development Agreement~~. Failure to meet these requirements will result in Developer paying a financial penalty~~ In the event that such requirement as set forth in this section is not fully met, the Developer shall be responsible for projected debt service costs and shall pya a fee in an ~~up to the~~ amount ~~of the~~to not exceed the projected debt service costs for 2024 related to Phase I of the City's improvements related to the project. The Updated Site Plan and Building Architecture shall clearly identify:

1. The new boundaries of the Property as described in Section III. B. 1.; and

2. The approximate location of any Future Projects proposed on the Property.

C. 100% Design Development Plan Set. Prior to July 31, 2023, 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 100% Design Development Plan Set shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and

2. Full-color elevations for all sides of all proposed structures; and

3. Descriptions and actual samples of all exterior building materials; and

4. Descriptions and photographic examples of interior finishes; and

5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

D. Development Budget. Prior to July 31, 2023, 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 twenty million dollars ($25,000,000) in "hard" construction costs for the entire Project; and

2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and

3. 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.

E. 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, 100% Design Development Plan Set, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, 100% Design Development Plan Set, or Development Budget unless it determines such revisions would materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan or not be consistent with adopted plans or applicable zoning districts for the area. 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, 100% Design Development Plan Set, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

F. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.

G. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than July 31, 2023, 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 costs for the Project. 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.

H. Proof of Financing. By no later than July 31, 2023, Developer shall have delivered proof reasonably 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.

I. Acquisition of Property. The City and/or RDA shall transfer all of the parcels comprising the Property and all of the necessary rights of way required for the Project in accordance with Section III. B. 1. herein. Each of the City, RDA and Developer shall provide copies of deeds and such other closing documents as requested by the other party 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.

J. Certified Survey Map. The City and/or RDA shall prepare and obtain approvals for a CSM in accordance with Section III. B. 1. herein.

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 substantially complete the project by July 1, 2025. 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, transfer of the Property as described in Section IV.H. and/or issuance of a building permit and all other permits or licenses required to commence construction, provided the Public Improvements described in Section III.B.2. are substantially completed by the City by the dates set forth herein. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after the Completion Date.

1. Temporary Fire Access. Developer shall install and maintain a temporary gravel drive lane for fire access extending east from the Arndt Street terminus to the Riverwalk promenade. The installation of the fire access will be required prior to issuance of ~~This fire access shall be installed prior to~~ a certificate of occupancy ~~is issued~~ for Building One and remain in place until a permanent fire access lane is constructed with Building Two. The temporary fire access lane shall be maintained year-round and kept clear of snow.

M. Reports and Information. During the period before the commencement of construction, Developer shall, upon request, 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, prior to the Completion Date, submit a copy of annual, unaudited financial statements for Developer.

N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted as hard copies shall be submitted in triplicate if so requested by the City or RDA. Documents may also be submitted electronically.

O. Maintenance and Repair. Developer shall at all times following conveyance of the Property as described in Section 4.H., keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe and clean condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

P. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof to a party other than an Affiliate before termination of this Agreement, the 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. Upon notice to the City and RDA, Developer may assign all rights and obligations under this Agreement only to an Affiliate to own, manage and operate the Property. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

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

Q. Easements. Developer, its Affiliates, and/or its assignees or transferees, as applicable shall grant to the City such easements over the Property as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement, provided that the parties agree to work together in granting easements so that all such easements do not materially adversely affect the value or functionality of the Project.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before acquiring the Property, 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 compliance with all Environmental Laws. Developer, City and RDA shall all share with each other copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same, which each party may have or obtain.

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 occurring during the Developer's period of ownership of Property; or

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

   Notwithstanding any of the foregoing, Developer shall not have any obligation under this Section if the loss, damage, claim, fine, penalty, assessment, liability or other charge or claim results from the direct or indirect actions of the City or RDA or arises from conditions present or events occurring prior to the Developer's acquisition of the Property.

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 applicable Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

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

5. Soil Conditions. The Developer acknowledges that they have done their due diligence ~~om~~ on evaluating soil conditions at the project site, and that they are responsible for any further testing or mitigation measures they deem necessary to complete the project.

S. 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 until the Completion Date, 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 and subject to any requirements of a mortgage on the Property or Project, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

   a) Any breach by Developer of the terms of this Agreement;

b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Iowa indicating Developer's existence and good standing, and statement of qualification to do business in the State of Wisconsin.

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. The Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

E. TID District. TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue. The City and RDA represent that as of the date of this Agreement, each has taken all of the actions required by the Wisconsin Department of Revenue in with regarding to the TID, is aware of no issues which could affect the good standing of the TID with the Wisconsin Department of Revenue, and no major changes to the TID which could affect its good standing are anticipated.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The TID shall remain in effect and in good standing as 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.

C. City/RDA Approvals. The City, the RDA or other applicable governmental bodies have provided all approvals contemplated by Sections IV.A. through IV.E. hereof,

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, by the Developer 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 that would adversely affect the ability of the Developer to perform its obligations hereunder.

C. Compliance with Zoning. The Project will conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property prior to the Completion Date, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, 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 prior to the Completion Date, including all creditors holding liens or mortgages against the Property when and as the same become due.

Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Iowa, is duly qualified to conduct business in 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, the development company, and all principals of the development company 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, to the knowledge of the officer of the Developer signing this Agreement, upon a due diligence evaluation, 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. To the knowledge of the officer of the Developer signing this Agreement upon a due diligence evaluation, 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 at all times during its period of ownership of the Project.

L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats that, if successful, would reduce the aggregate assessed value of the Property to less than $22,000,000

VIII. DEFAULT

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

1. Failure to Meet Required Performance Deadlines. Developer fails to perform in any way related to required dates and deadlines listed in this Aagreement.

2. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of thirty (30) days after invoice due date;

3. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and thereafter diligently and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default;

4. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect when made;

5. 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;

6. Insolvency. Prior to the Completion Date, the Developer or any guarantor of the obligations of Developer 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 one hundred eighty (180) days of the date of filing;

7. 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. Witholding of PayGo Payments. If an Event of Default occurs which remains uncured after any applicable cure period as provided in VIII. A. 3, the City may withhold annual TIF payments until the Event of Default is cured and, upon such cure, the TIF payments shall resume in full.

3. 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;

4. Specific Performance. Sue for specific performance;

5. Sue for Damages. Sue for all damages caused by the Event of Default;

6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

7. Interest. Collect interest on all delinquent amounts owed to the City or RDA at the rate of eight percent (8%) per annum from the date such amount was due; and

8. 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. Except for Event of Defaults caused by the failure to make payments to the Developer, 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; or

5. The parties agree in writing to terminate this Agreement.

B. TIF Payments termination. TIF payments shall terminate upon the earliest of:

1. The year in which the TIF Incentive equals the lesser of seven million five hundred thousand dollars ($7,500,000.00)(plus costs of any independent analysis as provided in Section III.A.) or the total amount of Qualified Expenses incurred and paid by Developer as indicated by the Tax Incentive Cap in Section III. C. 2.;

2. Twenty-two (22) years after the date of execution of this Agreement, which is 2042.

C. Survival of Certain Provisions. Sections III. B. 1. d), IV.J., IV.O.2., IV. Q.2., IV. S, V.A., V.B., V.C.,V.D., V.E., VII.E., VII.G., VII.L., VIII.A., VIII. B., VIII.C., VIII. D., VIII. E., VIII. F., X.B., X.C., X.G., X .J., X.N., X.O., X.P., and X. R. shall survive the termination of this Agreement.

Commented [JB1]: Reserving ability to review these to make sure numbering didn't change.

X. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Except as provided below, prior to the Completion Date, Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA (other than to an Affiliate or Affiliates). 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. Notwithstanding the foregoing:

a) Permitted Assignment: Developer may assign all of its rights and obligations with respect to a portion of the Property to one or more Affiliates, without prior approval of the City or RDA, so long as the proposed Affiliate assignee (i) agrees in writing to assume all of Developer's rights and obligations under this Agreement with respect to the portion of the Property transferred to the Affiliate, (ii) the Developer conveys all or a portion of the Property to the Affiliate assignee, (iii) the Developer provides the RDA and the City with timely written notice and a copy of such fully executed assignment and assumption agreement, and (iv) Developer directly or indirectly manages the Affiliate assignee.

b) Collateral Assignment of Development Agreement. Developer may assign its rights and obligations under this Agreement with respect to all or a portion of the Property to a lender or lenders, solely for the purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project or any portion thereof. Any such assignment shall become effective only following an event of default by Developer under the terms of the loan. No such assignment shall relieve Developer of any of its obligations hereunder.

c) Transfers of Equity Interests. Nothing herein shall prevent, and RDA and City consent shall not be required for, the transfer of equity interests in Developer or in any direct

or indirect owner thereof, any portion thereof among family members, or trusts for the benefit of family members for estate planning purposes.

C. 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.

D. 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.

E. 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.

F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

G. 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, pandemics, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials or labor, 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 one hundred and eighty (180) days from the date the event occurred.

H. 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.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to June 30, 2023, any and all approvals granted pursuant hereto or in conjunction herein by the City and/or RDA which are contemplated as part of this Agreement shall automatically expire.

J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be 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
e-mail: Clerkinquiries@greenbaywi.gov

To RDA:
Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: Neil.Stechschulte@greenbaywi.gov

To the Developer:
MERGE, LLC
Attention: Brent Dahlstrom, Principal
604 Clay Street
Cedar Falls, IA 50613
e-mail: brent@mergeurbandevelopment.com

With a copy to:
Squire Patton Boggs (US) LLP
Attention: Steven F. Mount
41 South High Street, Suite 2000
Columbus, OH 43215
e-mail: steven.mount@squirepb.com

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

K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

L. 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.

M. 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.

N. 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.

O. 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. Following termination of this Development Agreement and upon the request of an owner of any portion of the Property, the City and the RDA shall execute and record a memorandum indicating that this Development Agreement has been terminated and this Development Agreement no longer runs with the land nor binds owners of the Property (other than the Developer).

P. 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. The Developer warrants and represents that there will not be any mortgage or any other lien against the Property created by the Developer 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) ; provided, however, that upon request of the Developer, the City and RDA shall execute such subordinations of this Development Agreement as may be reasonably required by a mortgagee providing financing for the Project.

Q. 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.

R. 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.

S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MERGE, LLC

By: _____

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ , a member of MERGE, LLC, an Iowa 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 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

(a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
(b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT C
Certified Survey Map ("CSM")

[to be inserted]

EXHIBIT D
Preliminary Concept Plan

[to be inserted]

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01

MERGE @ THE SHIPYARD

This Development Agreement is made this ___ day of __June__, 2023,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),

THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),

and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

WHEREAS, Developer has agreed to acquire and develop property located at 239 Arndt Street (Tax Parcel 3-551), 101 Bridge Street (Tax Parcel 3-554-A), and 119 Bridge Street (Tax Parcel 3-556), hereinafter defined as the "Project Site"); and ·

WHEREAS, the Parties entered into a Development Agreement 2021-01 dated May 18, 2021, relating to the Project Site; and

WHEREAS, the Parties agreed to amend the Development Agreement 2021-01 and executed a First Amendment to the Development Agreement 2021-01 dated February 22, 2022, relating to the Project Site; and

WHEREAS, the Development Agreement provided for Tax Incremental Finance ("TIF") assistance for qualified expenditures for public and private improvements at the Project Site; and

WHEREAS, subsequent to the Development Agreement and First Amendment Agreement, Developer requested additional changes to the project timeline, which was approved by the Redevelopment Authority and Green Bay Common Council.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Amendments. The Development Agreement as previously amended on February 22, 2022, is hereby amended as follows:

    a. In Section C of the Recitals, delete entire Section and replace with "Developer intends to complete a Project, which involves the construction of a four (4)-story residential structure with two wings connected on the west side of the building (Building One) with approximately one hundred nine (109) market-rate rental units; and a separate four (4)-story mixed-use structure with two wings connected on the north side of the building (Building Two) with approximately one hundred twenty-nine (129) market-rate rental units and approximately four thousand (4,000) square feet of restaurant and/or retail space; and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D."

    b. In Section D.1 of the Recitals, delete "$24.62" and replace with "$24.80."

    c. In Section D.2 of the Recitals, delete "$24.62" and replace with "$24.80."

d. In Section D.3 of the Recitals, delete "$9.72" and replace with "$9.80."

e. In Section E.1 of the Recitals, "24.62 " and replace with "18.68".

f. In Section E.2 of the Recitals, delete "24.62" and replace with "18.68".

g. In Section E.3 of the Recitals, delete "9.72" and replace with "7.58".

h. In Section III.B.1, delete "October 31, 2022" and replace with "December 31, 2023".

i. In Section III.B.2.a, delete the entire section and replace with "Bridge Street. By December 31, 2024, design and construct appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users in compliance with current industry standards.

j. In Section III.B.2.b, delete the entire section and replace with "Arndt Street. By June 30, 2026, design and construct appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties."

k. In Section III.B.2.c(I), delete "December 1, 2022" and replace with "December 31, 2023"

l. In Section III.B.2.c(III), delete entire section

m. In Section III.B.2.d, delete entire section and insert "The Shipyard Phase 3. The City and/or RDA shall seek a development agreement with a private partner to design and construct a commercial plaza with permanent and/or seasonal structures for food, beverage, retail, and recreation at 100 W. Mason St. (Tax Parcel 2-78) by May 31, 2027."

n. Create new Section III.B.2.e and insert "Environmental Remediation: The City and/or RDA shall submit and obtain a post closure modification request in accordance with requirements of the Wisconsin Department of Natural Resources (herein "WDNR") which allows for modification of the existing cap. The City will take necessary action to provide a site that has obtained WDNR closure with continuing obligations. The City and/or RDA will utilize City's environmental consultant (currently Stantec) to perform this work. Any further work warranted by the WDNR during site development, such as WDNR approvals, excavation and proper disposal of residual contamination, cap replacement, and installation of a vapor mitigation system, and associated costs is the responsibility of the Developer.

o. In Section III.B.4.f, delete "September 1, 2023" and replace with "December 31, 2025"; delete "January 1, 2024" and replace with "January 1, 2026"; and delete "payable in 2025" and replace with "payable in 2027".

p. Create new Section IV.A with the following language: "Reporting of Progress on Building Architecture. Upon the execution of this Agreement, Developer shall provide in writing monthly updates to the City due the first of each month regarding progress of architecture. These updates shall include copies of invoices and payment to the Developer's Architect. Developer must demonstrate that at least $300,000 in fees have been paid to Developer's Architect for the project described in this Agreement by September 1, 2023. In the event that any such requirements as set forth in this section are not fully met, the Developer shall be responsible for projected debt service costs and shall pay a fee in an amount to not exceed the projected debt service costs for 2024 related to Phase I of the City's improvements related to the project."

q. Sections IV.B through IV.S shall be re-lettered as IV.C through IV.T respectively.

r. In former Section IV.A , (re-lettered as Section IV.B with this Amendment), delete entire section and replace with the following: "Updated Site Plan and Building Architecture. Prior to July 1, 2023, Developer shall submit an Updated Site Plan and Building Architecture to RDA for approval, which shall be based on, but may differ in minor respects from the Concept Plan presented in the Original Development Agreement In the event that such requirement as set forth in this section is not fully met, the Developer shall be responsible for projected debt service costs and shall pay a fee in an amount to not exceed the projected debt service costs for 2024 related to Phase I of the City's improvements related to the project. The Updated Site Plan and Building Architecture shall clearly identify:

    1. The new boundaries of the Property as described in Section III. B. 1.; and
    2. The approximate location of any Future Projects proposed on the Property."

s. In former Section IV.B, (re-lettered IV.C with this Amendment) delete entire section and replace with the following:

"C. 100% Design Development Plan Set. Prior to July 31, 2023, 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 100% Design Development Plan Set shall include:

    1. Plans and specifications for structural, mechanical and electrical systems, materials; and
    2. Full-color elevations for all sides of all proposed structures; and
    3. Descriptions and actual samples of all exterior building materials; and
    4. Descriptions and photographic examples of interior finishes; and
    5. Other such essential items as may be reasonably determined by the RDA to be appropriate."

t. In former Section IV.C, (re-lettered as IV.D. with this Amendment) delete "December 31, 2022" and replace with "July 31, 2023"

u. In former Section IV.D, (re-lettered as IV. E. with this Amendment) delete all references to "Construction Documents" and replace with "100% Design Development Plan Set"

v. In former Section IV.F, (re-lettered as IV.F. with this Amendment) delete the term "December 31, 2022" and replace with "July 31, 2023"

w. In former Section IV.G, (re-lettered as IV. H. with this Amendment) delete the term "December 31, 2022" and replace with "July 31, 2023"

x. In former Section IV.K, (re-lettered as IV. L. with this Amendment) delete the sentence "Developer shall promptly design and complete Building One of the Project by May 31, 2024 and thereafter design and complete Building Two by <ay 31, 2026" and replace with "Developer shall promptly design and substantially complete the project by July 1, 2025."

y. Create new Section IV.L.1 with the following language: "Temporary Fire Access. Developer shall install and maintain a temporary gravel drive lane for fire access extending east from the Arndt Street terminus to the Riverwalk promenade. The installation of the fire access will be required prior to issuance of a certificate of occupancy for Building One and remain in place until a permanent fire access lane is constructed with Building Two. The temporary fire access lane shall be maintained year-round and kept clear of snow.

z. In former Section IV.Q. (re-lettered as IV.R. with this Amendment) create new subsection IV.R.5 with the following language: "Soil Conditions. The Developer acknowledges that they have done their due diligence on evaluating soil conditions at the project site, and that they are responsible for any further testing or mitigation measures they deem necessary to complete the project."

aa. Create new Section VIII.A.7 with the following language: "Failure to Meet Required Performance Deadlines. Developer fails to perform in any way related to required dates and deadlines listed in this Agreement."

bb. Create new Section VIII.B.8 with the following language: "Withholding of PayGo Payments. If an Event of Default occurs which remains uncured after any applicable cure period as provided in VIII. A. 2, the City may withhold annual TIF payments until the Event of Default is cured and, upon such cure, the TIF payments shall resume in full.

cc. Delete Section IX. C. and replace with the following:

"Survival of Certain Provisions. Sections III.B.1.d; III.D.; IV.E.; IV.J.; IV.O.2.; IV.P.; IV.Q.2., IV.S,; V.A.; V.B.,\; V.C.; V.D.; V.E.; VII.C.; VII.D.; VII.E., VII.G., VII.K.; VII.L., VIII.A.; VIII. B.; VIII.C.; VIII. D.; VIII. E.; VIII. F.; X.B.; X.C.; X.G.; X.J.; X.M.; X.N.; X.O.; X.P.; X.R.; and X.S. shall survive the termination of this Agreement.

dd. In Section X.I, delete July 1, 2021 and replace with July 30, 2023

ee. Replace Exhibit A, Property Map with attached revised Property Map

2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MERGE, LLC

By: _____

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above named _____ , a member of MERGE, LLC, an Iowa limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2023, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Neil Stechschulte, Director

AGENDA ITEM # E.9

Consideration with possible action on implementation recommendations of the City's AuthentiCity Plan, including the creation of design standards for the Downtown Area.

BACKGROUND

The City of Green Bay created the AuthentiCity Plan for Downtown Green Bay, and the Common Council formally adopted the Plan on March 18, 2014. The Plan's purpose is to 1) provide a general framework for potential development and revitalization activities within the Downtown, 2) guide the prioritization of public investment initiatives and improvement projects, 3) provide a base of information for investors interested in developing Downtown, and 4) act as a tool to inform current and future residents, businesses, and private investors about the adopted shared vision for Downtown.

The Baylake City Center building and adjacent Adams Street Parking Lot is identified as a "Catalytic Project" location and a "Downtown Core Opportunity Site" within the AuthentiCity Plan.

Over the past several weeks, the RDA has expressed significant concerns about the proposed conversion of the second floor of the Baylake City Center building from commercial/office use to 72 units of residential use (the Project) relating to 1) creating further impediments to the planned physical improvements and intended future land use for this area recommended by the AuthentiCity Plan, and 2) the creation of residential units that are designed without windows with direct access to natural light or egress. These concerns over the Project have caused the RDA to want to revisit the goals and objectives of the AuthentiCity Plan, measure progress on multiple recommendations within the plan, and to ensure the AuthentiCity Plan's recommendations are incorporated into the pending update of the City's comprehensive plan where appropriate.

Specific recommendations for this area include:

- Creation of a new signature public green space.
- Construction of a new mixed use anchor building.
- Amended parking alignments.
- Extension of Pine Street.
- Additional in building parking.
- Enhanced pedestrian areas.

Implementation of these recommendations was anticipated to take 15-20 years from plan adoption. A change in ownership of the Baylake Bank building was identified as a key element to implementation of the plan. This did not occur.

The ultimate goal of any implementation efforts was defined as moving forward on a larger plan that

addresses Downtown goals for redevelopment and additional common open space, without negatively impacting any of the stakeholders. It also recommended that potential funding sources be identified early on to help make the project a reality. Progress on these goals has been limited at best.

It is also staff's understanding that the RDA wishes to continue to support housing development that increases residential density and opportunities for a wide range of income levels within the Downtown that meets acceptable design standards, ensures a high quality of life for residents, compliments other Downtown uses, and is consistent with the AuthentiCity Plan.

As recommended in the original plan, the establishment of formal design standards for building structures in the Downtown area are needed to ensure quality development consistent with the goals and objectives of the AuthentiCity Plan and the City's Comprehensive Plan going forward. This has not yet occurred.

Staff will provide additional information regarding the status of implementation efforts at the RDA meeting.

RECOMMENDATION

Refer the creation of Downtown design standards to staff and to the Plan Commission for consideration and possible action.

FISCAL IMPACT

TID 24 was created to support the redevelopment of 222 Cherry Street, as well as the RDA owned Adams Street parking lot.

ATTACHMENTS

1. 2014 Downtown Plan AuthentiCity - Plan Recommendations Report (PDF)
2. 2014 Downtown Plan AuthentiCity - Appendix (PDF)

AUTHENTICITY

A Strategic Vision for Green Bay's Downtown

Plan Recommendations Report

MARCH 18, 2014

CITY OF GREEN BAY 1854 Titletown, USA

T·Y·LIN INTERNATIONAL

GOODMAN WILLIAMS GROUP REAL ESTATE RESEARCH

LAKOTA

RESOLUTION ADOPTING THE
AUTHENTICITY PLAN: A STRATEGIC
VISION FOR GREEN BAY'S DOWNTOWN
(PP 12-07)

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, Green Bay's downtown is vital to the socio-economic health of the city as a whole and the entire metropolitan region as a dense, diverse, and historic center of employment, government, and culture; and

WHEREAS, community and economic development projects currently pending and completed over the last three years represent more than $150 million in downtown investment; and

WHEREAS, several Tax Increment Financing Districts and Business Improvement Districts have been established in the downtown area for the purpose of encouraging revitalization, redevelopment, and reinvestment in the heart and soul of the city; and

WHEREAS, the Downtown Master Plan Citizen Steering Committee was formed to engage in this planning process by assembling a diverse cross-section of downtown stakeholders, including business owners, corporate executives, property owners, neighborhood residents, lenders, developers, and other key institutions; and

WHEREAS, the Citizen Steering Committee, on February 27, 2014, recommended by a unanimous vote the adoption of this plan; and

WHEREAS, the Green Bay Plan Commission on March 10, 2014, and the Green Bay Redevelopment Authority on March 11, 2014, passed resolutions recommending adoption of this plan; and

WHEREAS, this planning process included extensive and intensive public outreach and participation including four public workshops, online citizen engagement, stakeholder and property owner interviews, news media coverage, a project web site, and various other forms of information sharing; and

WHEREAS, this plan expresses the results of the public process: a community supported vision for the continued transformation of the downtown into a truly authentic place that looks to the future, honors the past, celebrates community identity, embraces livability, and sustains the environment.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay adopts the attached AuthentiCity Plan: A Strategic Vision for Green Bay's Downtown.

Adopted March 18, 2014

Approved March 19, 2014

Mayor

Kris A. Teske

Clerk

NS:bc

Attachment

Citizen Members

Alex Galt, Kavarna Coffeehouse
Glenn Spevacek, Downtown Neighborhood
Brent Weycker, Titletown Brewing
Carol Karls, WPS
Chris Niles, Associated Bank
Cindy Mills, Navarino Neighborhood
Dan Moore, UW-Green Bay
Heather Mueller, Breakthrough Fuels
Ian Griffiths, Berners-Schober
Jamie Blom, SMET Construction
Lawrence Ferry, Fort Howard Neighborhood
Miriah Kelley, Seymour Park Neighborhood
Rob Byrne, Schreiber Foods
Scott Dettmann, KI Convention Center
Tina Quigley, Mosaic Arts
Nicole Zich, Sassy Girl

Advisory Members

Nic Sparacio, City of Green Bay Planning Department
Neil White, City of Green Bay Economic Development Department
Greg Flisram, City of Green Bay Economic Development Department
Tim Duckett, City of Green Bay Plan Commission
Jeff Mirkes, Downtown Green Bay, Inc and Olde Main Street, Inc
Chris Naumann, On Broadway, Inc
Chuck Lamine, Brown County Planning Department
Mayor Jim Schmitt
Ald. Dave Boyce, Common Council
Ald. Jim Warner, Common Council
Ald. Tim DeWane, Common Council

AUTHENTICITY

The name AuthentiCity was selected for this project as an overall philosophy to guide the process. One of the driving factors of this plan is to capitalize on the unique mix of people, businesses, natural features, amenities, and characteristics that make Green Bay a one-of-a-kind City. The goal is to identify opportunities that could not be achieved in other communities, allowing Green Bay to build on these unique elements and strengthen its competitive position in a world economy, while fostering an increased sense of place and pride. AuthentiCity is not about recreating the past, but instead means planning for growth that embraces Green Bay's history while addressing what the community wants to become, in a way that reflects the unique spirit of the City.

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Plan Purpose 9
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- Public Investment Guide 9
- Private Investment Guide 9
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- Relationship To Existing City Plans 9
- Living Document 9

Plan Goals & Direction 10

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Abbreviations

AOC: *(Lower Green Bay and Fox River) Area of Concern*
BID: *Business Improvement District*
CDRT: *Community Development Review Team*
CLG: *Certified Local Government*
DGBI: *Downtown Green Bay, Inc.*
EPA: *US Environmental Protection Agency*
FEMA: *Federal Emergency Management Agency*
GBAPS: *Green Bay Area Public Schools*
HPC: *Historic Preservation Commission*
HPTC: *Historic Preservation Tax Credit*
HUD: *US Department of Housing and Urban Development*
NWTC: *Northeast Wisconsin Technical College*
OBI: *On Broadway, Inc.*
OMSI: *Olde Main Street, Inc.*
PCB: *Polychlorinated Biphenyl*
RDA: *Redevelopment Authority*
TID: *Tax Increment District*
TIF: *Tax Increment Financing*
TMDL: *Total Maximum Daily Load*
WDNR: *Wisconsin Department of Natural Resources*
WDOR: *Wisconsin Department of Revenue*
WDOT: *Wisconsin Department of Transportation*

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Section 1 - Introduction and Purpose

The Plan Recommendations Report of the AuthentiCity Plan provides plan components and recommendations intended to guide development and public improvement within the downtown primarily over the next 10 year time frame. However, some portions of this plan reflect more of a long range vision and reach into a time frame of 15 to 20 years. This report overviews each of the specific recommendations and provides detail and direction for a phased implementation. Additionally, this report documents the public planning process and results to provide support for furthering the recommendations.

Downtown Green Bay

Plan Purpose

The City of Green Bay, as well as Downtown Green Bay Inc., On Broadway Inc., the Green Bay Area Chamber of Commerce, community leaders, property owners, and developers will use the Master Plan for evaluating and promoting planning and development decisions over the next 10 years. The Plan will serve many purposes depending on the needs of each potential audience, which may include:

Development Framework

The Plan Recommendations report will provide a general framework for potential development and revitalization activities within the downtown. City staff, the Plan Commission, the Redevelopment Authority, and the City Council will review development projects for consistency with the goals, objectives and guidelines set forth by the Plan.

Public Investment Guide

The City will use the AuthentiCity Plan Recommendations to guide the prioritization of public investment initiatives and improvement projects. The information on existing conditions and future land use and transportation/transit needs will also be used to seek grants at the regional, state, and federal levels.

Private Investment Guide

The AuthentiCity Plan will provide a base of information about the area's constraints and potential for both local and outside investors interested in developing within Green Bay's downtown. It can also be used as a tool to attract outside developers by highlighting the potential opportunities of the area.

Future Vision

The AuthentiCity Plan will act as a local and regional marketing tool to inform current and future residents, businesses and private investors about the adopted shared vision for this key city and county location. This plan will further support the many other local and regional initiatives that focus on economic development for Green Bay.

Relationship To Existing City Plans

The Green Bay Smart Growth 2022 Comprehensive Plan adopts this plan by reference, as it replaces the 1997 Downtown Design Plan. This plan is consistent with the Smart Growth plan as well as the applicable redevelopment plans for the downtown area.

Living Document

This plan is intended to be a living document. This means that it should be responsive to change, regularly updated, and reflect the dynamics of the changing physical, social, and economic conditions of the downtown.

Section 2 - Plan Goals and Direction

Summary of Public Process

A fundamental component of any successful strategic planning process is community engagement. Employing a multi-layered public process enables the identification and establishment of shared priorities and civic character. It is important that this process achieve both a wide breadth of stakeholders as well as garner a deep understanding of the community issues and opportunities.

Beyond information gathering, a robust, multi-phased public process also plays an important role in ensuring a smooth transition into implementation. Direct participation in the planning process – when community members are able to be seen and heard – fosters trust between neighbors, trust with elected officials responsible for enacting policy, and trust in the project itself. By bringing the community together to develop a shared vision for the downtown, a target is established by which progress can be measured. Additionally, harnessing the energy and excitement generated through public participation efforts is particularly essential during the early phases of a long-term strategic development effort because the tangible effects of such planning will only occur over time.

To achieve these goals, the public process for the Downtown Master Plan used the following four structures for engaging the Community:

- Citizen Steering Committee. A steering committee made up of a cross-section of community stakeholders tasked with guiding the content of the plan, supporting the process and recommending the adoption of the Plan to the Redevelopment Authority and Plan Commission.
- Stakeholder Interviews. One-on-one and small group meetings where the consultant team could obtain the unique insight of key business and property owners, and elected officials.
- Public Workshops. A series of structured forums for community members to meet the consultant team, share their thoughts, and listen to others.
- Online Survey. Dynamic participation tool that helps to reach a broader audience yet provide privacy for honest feedback, while achieving measurable results.

The results of these three outreach structures allow for a “triangulation of data” on common themes and ideas. While the full summaries of the workshops are available in the Appendix of this report, the following pages provide a basic overview of the various outreach efforts, and aggregates the common themes and ideas.

Citizen Steering Committee

The Citizen Steering Committee (CSC) was formed early in the process to help in guiding the process. The group was selected to achieve a cross-section of the community that covered as many of the following categories as possible:

- Restaurant/hospitality sector
- Retail sector
- Hotel/tourism sector
- Entertainment/arts sector
- Financial/lending sector
- Industrial sector
- Community-based non-profit sector
- Small to medium office space user
- Large office space user

- Downtown neighborhood resident
- Navarino neighborhood resident
- Fort Howard neighborhood resident
- Seymour Park neighborhood resident
- Astor neighborhood resident
- Potential future resident

- Architecture and urban design expertise
- Historic preservation interests
- Commercial developer/broker

- Downtown Green Bay, Inc connection
- On Broadway, Inc connection
- City of Green Bay Plan Commission connection
- City of Green Bay Redevelopment Authority connection
- Green Bay City Council connection

- Brown County connection
- 1997 Downtown Design Plan connection

- West side of the Fox River
- East side of the Fox River
- Redevelopment/infill potential
- Age diversity
- Men and women

The CSC met 11 times throughout the process on a monthly basis to identify goals of the process, discuss the strategy and approach to public workshops, review workshop results, and provide input on reports and deliverables.

Stakeholder Interviews

Throughout the Downtown Strategic Development Plan process, 60 to 90 minute interviews were conducted with over 30 stakeholders representing a variety of backgrounds and special interests, such as:

- City Elected Officials
- City Staff
- City Committee & Commission Members
- County Staff
- Downtown Business Owners
- Chamber of Commerce
- Downtown Property Owners
- Area Developers
- Social Service Representatives
- Cultural Organizations
- Local Residents

Public Workshops

PUBLIC WORKSHOP 1

On June 27, 2013 the City of Green Bay's downtown master planning process was officially launched with the first in a series of public workshops devoted to fostering meaningful community participation. This workshop was a kick-off event that provided basic information on the planning process and asked for initial input in an open house format. More than 100 community members attended the event, demonstrating a high level of community interest in the planning effort.

The event was held at the Neville Public Museum and began in the museum's auditorium with a presentation by the Mayor and City staff. The presentation was intended to help the community understand what to expect in terms of the scope, timeline, deliverables, and participation opportunities over the course of the eight-month project. The presentation also provided some initial planning context to help stimulate thinking about the strengths and weaknesses of the present downtown environment. Change was the centerpiece, looking back over the last 10 years at how the downtown has changed, and looking forward to some of the challenges anticipated to accompany the new growth and development that is already underway.

The event then moved to the classroom area of the museum and continued with an open house format. Three stations provided opportunities for input and discussion centered around each of the following questions:

- What is great about the downtown?
- What is missing from the downtown?
- How do you know when you are in the downtown?

Each station was staffed by a facilitator from the project team so that if participants did not want to write their own responses, they could have their thoughts recorded for them.

Steering Committee Project Kick-off Walking Tour

PUBLIC WORKSHOP 2

The Planning Team, including City staff, Lakota, TY Lin, and Goodman Williams Group, conducted the second Community Workshop on Thursday August 29th from 6:00 to 8:00 p.m. at the Neville Public Museum. The purposes of this second workshop were to build on the input received at the first workshop and the stakeholder interviews and collect more specific information regarding the downtown. In advance of the workshop, the team identified specific topics they wanted to receive more input on: the desired future role of the downtown, challenges related to transportation and moving through the downtown, and the preferred character of the downtown.

Upon arrival, participants were asked to sign in and complete a brief survey to identify the general demographics of the participants. Based on the sign-in sheet, 123 people attended the workshop. Only 57 participants filled out the demographics survey but based on the survey results, there was a wide range in age and background in attendance at the event.

The Workshop started with a presentation that provided an overview of initial findings and analysis. This discussion also included common themes collected at the first public workshop.

Following the presentation, participants were able to provide feedback at three separate stations:

- Future mission/role of the downtown
- Transportation barriers and missing linkages
- Visual preference survey

PUBLIC WORKSHOP 3

The Planning Team, including City staff, Lakota, TY Lin, and Goodman Williams Group, conducted the third Community Workshop on Wednesday October 16th from 6:00 to 8:00 p.m. at the Brown County Library. An additional session of this third public workshop was conducted by City of Green Bay staff on Saturday November 16th at the Neville Public Museum. The purpose of the third public workshop was to present and solicit feedback from the participants on a series of alternate concepts and strategies for the downtown. The workshop began with an approximately 40-minute long presentation which included a summary of previous steps, input gathered from the second public workshop, and an overview of the concepts and strategies developed for the downtown. Following this presentation, participants were able to review the concepts and strategies in more detail at a series of stations. Participants were provided ballots to record their input, thoughts, and preferences. Members of the project team were available to answer questions. Based on the sign-in sheet at the October 16th event, 49 people attended the workshop. 38 participants filled out ballots analyzing the concepts. For the November 16th event, 33 people signed the sign-in sheet and 23 completed ballots were turned in.

Concepts were organized into three categories (the workshop presentation and the individual concepts are available for review on the project website):

- Opportunity Sites: Development concepts for key catalytic sites within the downtown
- Policies and Programs: Concepts and strategies for policies and programs that would enhance targeted areas within the downtown.
- Public Improvements: Concepts for enhancing areas, like roadways and river edges, which are within the public realm.

Participants were asked to rate the importance of each concept to the downtown, with the choices being: high, medium, low or not at all.

Public Workshop 2

Public Workshop 3

ONLINE SURVEY

The project team identified the desire for additional input beyond what was collected at the workshop, so an online survey was prepared to collect additional information. The survey was organized to solicit input on both preference and importance. Due to the amount of information covered, the survey was offered in a short version and a more detailed version to allow participants to choose how much time they were able to commit.

The survey was made available online from November 7th to November 20th. A link to the survey was provided on the project website, and announcements were sent out to the project mailing list and through Downtown Green Bay Inc.'s weekly email newsletter. Of the 424 surveys started, 281 were completed. This total was above the project team's expectation and similar or better to comparable planning projects. Of the surveys completed, 46% were the short version and 54% were the detailed version.

Public Workshop 4

PUBLIC WORKSHOP 4

The Planning Team, including City staff and members of the Lakota team conducted the fourth Community Workshop on Thursday December 12th from 6:00 to 8:00 p.m. at the Neville Public Museum. The purpose of the fourth public workshop was to present the structure and components of the draft Master Plan and solicit feedback from the participants to confirm that the process continues to move in the appropriate direction. The workshop began with an approximately 60-minute long presentation which included an overview of the public participation to date and the results of the online survey, review of draft Master Plan vision and goal statements, discussion of the Master Plan components and recommendations, and information about implementation strategies for the Plan such as priorities and timing. Based on the sign-in sheet, 45 people attended the workshop.

Following this presentation, the group moved into a classroom space with several break-out tables. At each of the tables were large-format copies of the plan maps and graphics for review and discussion. Additionally, copies of the vision and goals were available for review and comment. Participants were organized at each table in groups of five to eight people, with a project team representative as a table facilitator. General questions were provided to help guide the conversation. The tables spent approximately 40 minutes discussing, and then all tables were asked to report back to the entire group.

Summary of Community Input

The following lists represent some of the major topics, themes, and supporting observations covered during the public participation efforts conducted throughout this process.

General Observations

- The last 10 years have had a large impact on improving people's perception of the downtown, due to projects such as the CityDeck, Schreiber Foods, and improvements in the Broadway District.
- There is a current positive momentum in the downtown.
- There is an appreciation that the City is being proactive and developing a plan for the downtown, as opposed to being reactive.

Future Role of The Downtown

- There is agreement amongst stakeholders that the primary future role of the downtown should be to provide for the next generation of Green Bay residents, indicating that the plan should look to current trends and future demands.
- It is also agreed that the future role of the downtown should include increased music, theater, and the arts to expand the role of the downtown as a cultural center for the region.
- Increased residential density is also a high priority for the future of the downtown.

Business Mix

- There is an appreciation for the mix of office, service, and retail businesses already located within the downtown.
- New and relocated office anchors, including Schreiber and Associated Bank, are positively viewed as they bring more activity to the downtown.
- The Broadway District is well regarded for its character and mix of businesses.
- More grocery options are desired in the downtown to support the growing residential population.
- Stakeholders would like to have wider range of dining choices in the downtown.
- While there was a stated desire for specific businesses and services in the study area, including grocery, restaurant, and food options, stakeholders generally put a higher priority on other goals for the downtown, such as increased cultural uses.

Residential Uses

- A strong desire was expressed for additional residential choices and generally more residential uses in and around the downtown.
- Townhouses were specifically supported throughout the process.
- Stakeholders identified that, especially in the near-downtown neighborhoods, housing quality and overall property maintenance needed improvement.
- Connectivity should be improved from the adjacent neighborhoods to the downtown, specifically for pedestrians and bicyclists.

Civic, Institutional, & Cultural Uses

- The Meyer Theater, Neville Museum, Children's Museum and Brown County Library are key cultural anchors in the downtown.
- Stakeholders appreciate the vibrancy created in the downtown by special events, including the two farmers markets, which occur throughout the year.
- These uses should be complemented by other cultural elements, including public art, to achieve a critical density and an elevated sense of place.

Open Space

- The Fox River is a critical downtown amenity that draws people to the downtown.
- A central green or town square is desired for the downtown.
- The west side of the river was indicated as the biggest opportunity to activate the river's edge, through enhancements and trails, similar to what has occurred on the east side of the river.
- Some stakeholders indicated the desire for more active amenities at downtown parks, such as playgrounds.

Downtown Character & Aesthetics

- Much of the historic fabric of the downtown has been lost due to projects like the downtown mall. The remaining resources of historic or architectural significance need to be preserved.
- The downtown could support taller buildings and more density.
- The building form and character of the downtown should be urban, and avoid more suburban characteristics such as large building setbacks and parking lots in front of the buildings.

Transportation & Transit

- Walkability within downtown helps create a positive urban character.
- The Fox River Trail is a significant amenity for the downtown and should be built upon with other trail connections.
- Connectivity over the river, tying together the east and west sides of the downtown, was repeatedly mentioned as an important aspect of this process.
- Stakeholders generally supported additional bicycle amenities throughout the downtown to encourage more biking and make it safer and more comfortable for cyclists.

Vision Statement & Goals

Downtown Vision

It is the year 2029, and the City of Green Bay Downtown Master Plan has become reality...

Green Bay's downtown has successfully leveraged its momentum, and the results look to the future, honor the past, celebrate community identity, embrace livability, and sustain the environment. Green Bay's downtown is a truly authentic place - the heart and soul of a world-class city.

The downtown **looks to the future** by attracting and retaining the next generation of Green Bay residents. The downtown is exceptional in its depth of enriching places and experiences meeting the unique needs and desires of the new generation of creative workers. A strong sense of community has provided many opportunities for people to be involved, to serve the less fortunate, and to connect with each other. Night-life has evolved, providing broader options for music, culture, dining, and gathering. Walking, bicycling, and transit enhancements better serve those who prefer not to or are unable to drive. A growing base of high quality jobs coupled with an entrepreneurial environment continues to fuel downtown's attractiveness to talented professionals of all ages and ethnicities.

The downtown **honors the past** in its built environment by preserving and rehabilitating its historically and architecturally significant buildings and by ensuring quality design in new construction. The loss of historically significant buildings has been halted by establishing stronger and more consistent preservation measures. The quality of new construction has been elevated by establishing more effective architectural design standards. Both of these measures have been accomplished with the support of the community, and the economic benefits have been continued private investment, lasting value in new construction, and a lower cost of construction for reuse and adaptation projects.

The downtown looks to the future by attracting and retaining the next generation of Green Bay residents.

The downtown honors the past in its built environment by preserving and rehabilitating its buildings.

The downtown **celebrates community identity** as the recognized cultural center of the region. The formulation and implementation of a Cultural Plan helped to strengthen the presence of arts, science, history, and education, distinguishing a vibrant downtown sense of place. A strengthened museum grew from a renewed commitment by the entire Green Bay community. Growth in the arts resulted in advancement of the Main Street arts district, establishment of a downtown fine arts community, and emergence of a performing arts cluster centered around the Meyer and Orpheum Theaters. Educational resources and opportunities are growing in the downtown. Public art in the downtown has been refreshed with new contributions from the community and is included as an element of every major public works project.

The downtown **embraces livability** and has become a population center with significantly greater and appropriately designed residential density. The virtuous cycle of downtown job growth and downtown living options has rippled into the Navarino, Fort Howard, and Seymour Park neighborhoods resulting in a diversified demographic, infill and rehabilitation of the existing housing stock, and greater pride of ownership from both owner-occupants and landlords. More downtown workers live downtown. Educational attainment levels and incomes have risen. Affordable housing options have not been eliminated, but high quality affordable housing appropriately integrated into the neighborhoods has become the norm. In the downtown itself, housing choices include more apartments of varying rents and sizes, from luxury to efficiency, and more townhomes for those seeking a lower maintenance lifestyle like “empty-nesters” and young professionals. The supply of townhomes provides a transition between the downtown core and the surrounding traditional neighborhoods. Key ingredients to greater downtown livability have been the New Leaf Market and other grocery options, safer and abundant bicycle routes, the East River Trail Connection, a more frequent transit schedule, and a better balance between parking areas and building density. Safety has continued to improve with reduced crime levels, proactive law enforcement, and a comprehensive approach to the causes and effects of homelessness.

The downtown celebrates community identity as the recognized cultural center of the region.

The downtown embraces livability and has become a population center with significantly greater and appropriately designed residential density.

The downtown **sustains the environment** by continuing to provide a place for efficient use of the land base, less polluting (and non-polluting) forms of transportation, and well-designed urban density. People downtown are connected to the natural environment through the Fox River. The naturally softened west shore of the Fox River compliments the hardscape of the CityDeck, provides recreational boat docking, and visually reduces the distance between the east and west shores. Visible improvement in water quality has become apparent with improvements to the agricultural landscape throughout the Fox River watershed and continued diligence in urban stormwater management and construction site erosion control.

Green Bay's downtown is a **truly authentic place**, unmatched in Northeast Wisconsin and globally recognized as a great place to live, visit, and do business. With the increase in residential population, growth in cultural features, addition of numerous new corporate headquarters, and continued small business profitability, its sidewalks are bustling once again. Active community spaces, like the CityDeck and CitySquare, host a full schedule of programmed events, daily walking traffic, and impromptu gatherings. Special and historic places like the Hotel Northland, the Broadway district, and the expanded KI Convention Center add regional and national draw to the Green Bay metropolitan area. A strong connection unifies the east and west sides of the downtown around the Fox River and is supported by a visually pleasing and comfortable pedestrian route formed by the beautified and functional streetscapes of Washington, Broadway, Walnut, and Main Streets. Visually unifying elements and new wayfinding features joined with enhanced bridges create this pedestrian linkage.

The downtown sustains the environment by continuing to provide a place for efficient use of land.

Green Bay's downtown is a truly authentic place, unmatched in Northeast Wisconsin and globally recognized as a great place to live, visit, and do business.

Goals and Objectives

1. Expand the downtown's economic base and continue to improve its competitive position in the global marketplace.
   a. Partner with downtown's existing businesses in their growth and expansion plans, where appropriate and consistent with the City's adopted plans.
   b. Recruit additional employers to locate in the downtown with an emphasis on firms that are not already located in Northeast Wisconsin or the state.
   c. Encourage entrepreneurial growth in partnership with Greater Green Bay's economic development agencies, educational institutions, and existing businesses.
   d. Encourage reinvestment in commercial real estate toward increased occupancy.

2. Continue to make the downtown and its surrounding neighborhoods very livable places.
   a. Increase housing choices for young professionals, empty nesters, and the creative class, resulting in more downtown workers living downtown.
   b. Encourage continued housing reinvestment in the Fort Howard, Navarino, and Seymour Park neighborhoods toward increased owner occupancy and improved options for family housing.
   c. Improve the efficiency of land dedicated to automobile parking, and increase the density of appropriately designed development.
   d. Add grocery and other essential retail options to the downtown.
   e. Integrate multi-use trails and both public and private green space into new development and redevelopment, where appropriate.

3. Improve connectivity and increase choices for getting to and around the downtown.
   a. Continue to feature the downtown as a distinctly walkable and bikeable place.
   b. Improve pedestrian and bicycle connectivity between the downtown and the surrounding neighborhoods, thus improving connectivity to the entire Green Bay area.
   c. Strengthen the connection across the Fox River with an attractive and distinguished pedestrian route that ties together Washington, Broadway, Walnut, and Main Streets in an inviting way.
   d. Increase transit availability as the downtown population grows.
   e. Invest in a new system of wayfinding features.

4. Preserve and expand upon the features that make Green Bay's downtown an authentic place.
   a. Involve the community and reach a consensus around the value of historic preservation.
   b. Enact appropriate historic preservation measures, and keep remaining historically and architecturally significant buildings reasonably intact.
   c. Enhance design review processes and standards so that the built environment (e.g., new buildings, monuments, parks, streets, etc.) is designed with lasting value.
   d. Include opportunities for public art with every major public works project. Encourage the same with significant private development projects in the downtown.
   e. Encourage enhancing existing cultural resources and creating new ones that provide unique opportunities for both residents and tourists.
   f. Support regional efforts that will improve water quality in the Fox and East Rivers and the Bay.

Section 3 - Plan Overview

Green Bay's downtown Master Plan has been divided into two separate framework graphics to describe the physical components recommended for the next 10 to 20 years of downtown development. In addition to the elements identified in these two framework plans, there are additional policy and program components to the Master Plan that are identified in detail within this report.

Land Use Framework

The Land Use Framework (see Map 1: Land Use Framework) provides guidance for a range of projects and policies for the downtown. These initiatives are organized into the following categories:

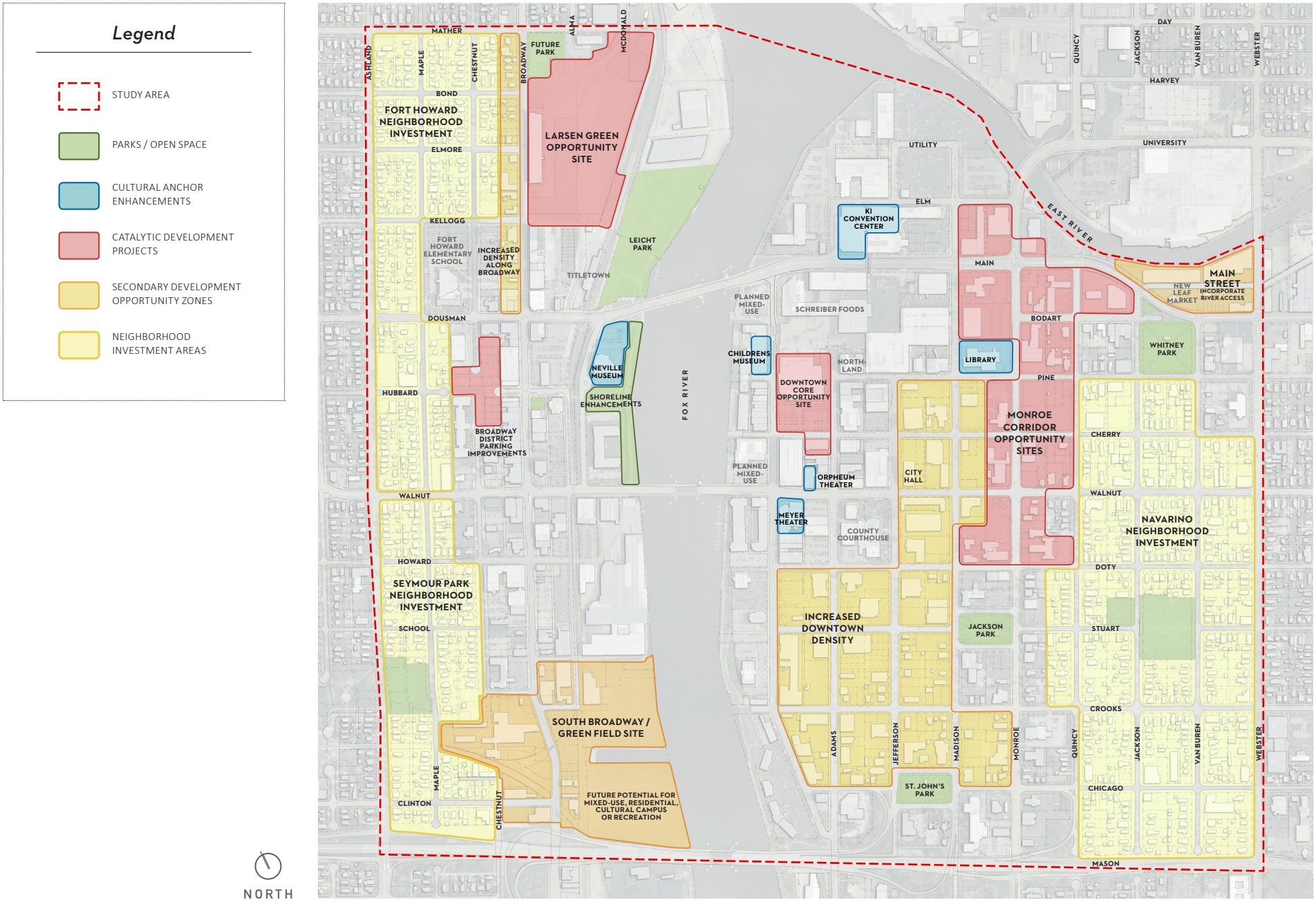
- **Catalytic Projects**
  These are projects that, through the public Master Plan process, have been identified as critical to the continued development of the downtown, and important to the evolving desired character of the downtown. These projects are seen as projects that should be appropriately planned and budgeted for, to be accomplished within the time frame of the Master Plan.

- **Secondary Development Opportunity Zones**
  These are areas in the downtown identified as important to the character of the downtown. However they are not seen as the primary priority for the limited resources of the City within the implementation timeframe of this plan, although appropriate redevelopment is still encouraged for these areas. So instead of the City taking a direct, active role in redevelopment, implementation actions for these zones focus on providing clear policy and regulating documents to guide development when it does occur.

- **Neighborhood Investment Areas**
  These areas are a subset of the Secondary Development Opportunity Zones, in that they are not portions of the downtown where the City is seen to have a direct, active role in redevelopment. Instead, similar to the secondary zones, the City should implement policy that provides appropriate guidance to encourage and allow for the desired development to occur.

Transportation Framework

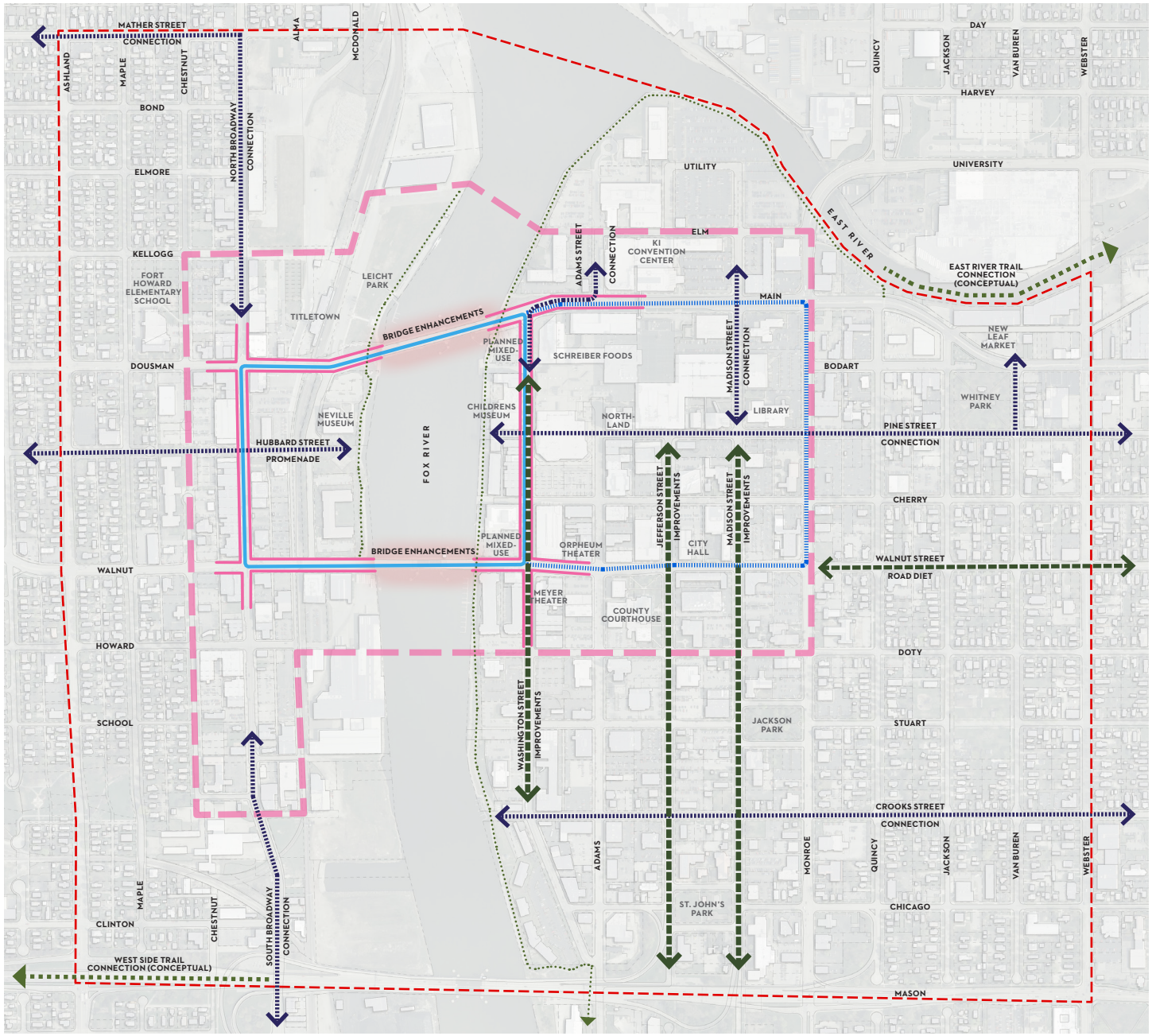
The Transportation Framework (see Map 2: Transportation Framework) provides guidance on the range of multi-modal transportation projects envisioned for the downtown. The majority of these projects seek to improve connectivity within the downtown, specifically between the two sides of the river, and between the downtown core and the surrounding neighborhoods. Additionally, there are a range of roadway projects that include bicycle and pedestrian enhancements in a "Complete Streets" approach.



Map 1: Land Use Framework

Legend

- STUDY AREA
- PEDESTRIAN HIERARCHY STREETS
- FUTURE PEDESTRIAN HIERARCHY ZONE
- PRIORITY STREET IMPROVEMENTS
- EXISTING TRAILS
- PLANNED TRAILS
- IMPORTANT NEIGHBORHOOD CONNECTIONS
- PRIMARY CIRCULATOR LOOP
- SECONDARY CIRCULATOR LOOP



NORTH

Map 2: Transportation Framework

Section 4 - Specific Plan Recommendations

Catalytic Projects

As established in the Land Use Framework, the following six projects further the downtown vision and goals, and have been strongly supported by the community through the Master Plan process.

- Larsen Green
- Monroe Corridor
- Downtown Core Enhacements
- Broadway Parking Enhancements
- Hubbard Street Promenade
- Shoreline Enhancements

As catalytic projects, the community anticipates that their implementation would spawn additional momentum and downtown growth. Some of these projects should be actively implemented over the ten-year time horizon defined by this plan. Some of these are longer term initiatives that will require many entities to come to the table and work together. Other projects are already in motion to some extent, and the plan strives to provide form and guidance to future implementation efforts. In all cases, the following concepts are intended to show what is possible and desired by the community, but not to necessarily prescribe a specific site design or land use. A goal of this plan is to provide guidance on the overall form and feel of future downtown development.

The following is provided for each project:

- A brief description of the concept, including how it addresses components of the downtown vision and goals;
- Case studies or economic and market information to support the rationale for moving each concept to reality; and
- A suggested implementation approach, including potential partners, funding sources, and next steps.

The concept plans included are intended to aid visualization and portray general ideas for each redevelopment area. The precise building layouts, circulation patterns, square footage, and other details are not intended to be regulating. Further study and creativity by future developers is encouraged. No assumptions should be made about the feasibility of specific design elements of these concept plans, and various approvals might be required, including, but not necessarily limited to: federal, state, and local regulatory approvals, traffic impact assessment and intersection improvements, Americans with Disabilities Act (ADA) compliance, zoning and site plan approval, and the like.

Larsen Green

The concept for this site envisions a new mixed-use commercial, retail, and multi-family neighborhood located at the Larsen Green property (see Figure 1: Larsen Green Development). The Broadway District has become a very popular and successful district over the past decade. This in turn has helped to revitalize and re-invigorate the Fort Howard neighborhood, located just west of North Broadway. While Fort Howard is predominately single-family residential in character, recent national trends in housing have shown a high increase in interest for multi-family residential, both rental and owner-occupied. This is due in part to an aging population that no longer wishes to maintain a single-family home, and younger professionals who want the flexibility and freedom to move when they so desire. Two strategic goals of the Larsen Green project are to provide a variety of housing options for those who do not have a desire to own a single-family home, and to increase downtown residential density in order to better support downtown businesses and retailers. Additionally, there is a desire for well designed, mixed-use development in appropriate locations to support the Broadway District character.

While the Fort Howard neighborhood offers traditional, urban single-family housing for those interested in living near downtown, in order to attract and retain the next generation of Green Bay residents it is important to offer a variety of housing options for those not currently interested in home ownership. The Larsen Green project seeks to do just that. The project envisions over 280 new residential units in three different forms:

Concept Data

- **A** NEW COMMUNITY PARK
- **B** MULTI-FAMILY RESIDENTIAL
- **C** NEW TOWNHOMES
- **D** MULTI-FAMILY RESIDENTIAL
- **E** WAREHOUSE RE-USE
  - Potential for loft units, live/work space, office, and commercial.
- **F** NEW TOWNHOMES
- **G** MULTI-FAMILY RESIDENTIAL BLOCK
- **H** NEW RETAIL OR MIXED-USE DEVELOPMENT
- **I** TRIANGLE PARK
- **J** ENHANCED LEICHT PARK
  - Enhancements to northern 5.5 acres of Leicht Park.
- **K** PLANNED TITLETOWN REDEVELOPMENT
- **L** NEW RETAIL OR MIXED-USE DEVELOPMENT
- **M** PEDESTRIAN OVERPASS

NORTH

Figure 1: Larsen Green Development

- Approximately 160 multi-family residential units, which could be either condominium or apartment, are shown in five buildings. The two buildings shown at the intersection of Bond Street and North Broadway would range from four to five stories and act as a gateway into the new development as Bond Street becomes one of three main entries into the project. The three other buildings are shown located along McDonald Street, which is extended south into the development and then curves to connect with Kellogg Street. These buildings are shown as 5 stories tall and would incorporate parking on the first floor. This would buffer any units from the nearby train tracks and bring height to the units, possibly offering views of Leicht Park and the Fox River.
- There are 42 new townhomes also envisioned for the development. Of these, 13 townhomes would be located along Bond Street and McDonald Street. The other 29 would be located along a new road, the extension of Donald Driver Way. This new boulevard extension would extend from Dousman Street up to Bond Street. Donald Driver Way would be the signature street of the development, a very green and inviting roadway enhanced with shade trees, ornamental trees, and other landscape amenities.
- In addition to the townhomes, 82 loft units are envisioned for the existing warehouse located along North Broadway. This existing 3-story building could be converted to residential lofts on the second and third floors. The first floor would be converted to 82 internal garage parking spaces for the residential units with some limited commercial space located on the first floor along North Broadway. This building offers a unique opportunity for adaptive use, and also could be used for live-work housing, which was raised as a desire by the community several times throughout the process, or to allow for incubator space for developing businesses. The concept shows 82 surface parking spaces provided behind the building in order to accommodate the residential demand for parking.

New residential buildings incorporate the site back into the neighborhood while creating more housing options .

Mixed-use redevelopment can add new housing while also reinforcing the existing pedestrian-oriented character.

New residential lofts are envisioned in the existing warehouse building along North Broadway.

Commercial development is also envisioned for the Larsen Green project, to help integrate it into the Broadway District. While Titletown Brewing has redevelopment plans for the east side of Broadway between Dousman and Kellogg Streets, the Larsen Green project envisions a mid-size commercial use just north of this redevelopment on the northeast corner of Kellogg and North Broadway. This one-story, or potentially multi-story, 25,000 square foot footprint building is shown with 100 surface parking spaces or 4 spaces per 1,000 square feet. This commercial use would act as a northern retail anchor to the North Broadway District and bring value to the proposed residential units by providing nearby and walkable retail services. Another one-story 7,000 square foot commercial building is shown at the intersection of Donald Driver Way and Kellogg Street.

Three signature green spaces are envisioned for the Larsen Green project. The first is located at the corner of Mather Street and North Broadway adjacent to the New Community Shelter. The Shelter is actively trying to preserve and enhance this vacant site as a community green space, which would act as an amenity not only for the Shelter, but to new residents of Larsen Green and also the Fort Howard neighborhood. The second greenspace is located at the intersection of Kellogg Street and Donald Driver Way and is being referred to as "Larsen Green". This central greenspace acts as an internal organizing element and iconic space that brings the multi-family and commercial uses together. The space acts as a gateway to the residential portion of the development for those entering from Kellogg Street or. It also provides a space for residents to gather or for those patronizing the commercial uses to meet. The third greenspace recommended for the Larsen Green project is the enhancement of Leicht Park, approximately 5.5 acres of land along the Fox River that do not currently have significant improvements but are targeted in the forthcoming Leicht Park Master Plan as improved park space for large events and gatherings. A pedestrian overpass or underpass is suggested near the Kellogg Street intersection in order to provide safe access for new residents or commercial patrons to access Leicht Park. This over/underpass also provides a way to make the additional parking spaces located in Leicht Park available for Titletown or other uses (see Figure 2: Larsen Green Perspective).

Figure 2: Larsen Green Perspective (looking northeast from Dousman Street)

MARKET IMPACT

A recent housing study and consumer survey indicate support for new residential development. The 2012 Baker Tilly Housing Study identified a housing market area for the downtown that had a population of approximately 104,000. The number of households in that area was forecast to increase by an annual average of 252 households over five years. Market conditions were found to be healthy, with a vacancy rate of only 2.3% in 20 market-rate, affordable, and subsidized apartment properties. Baker Tilly estimated current demand for market-rate rental apartments to be 284 units, although some of that demand would be met by projects that were underway. Further, it was assumed that demand from outside the housing market area would generate an additional 25-30% of future demand. To provide additional context, it is noted that the City of Green Bay added an annual average of 130 multi-family housing units from 1996-2011.

The Baker Tilly study did not directly address the question of how much rental housing could be absorbed downtown. Insights to downtown housing demand are provided in an online housing survey conducted in 2013. The survey, which was promoted by downtown businesses and organizations, received 1,891 responses. About half of the respondents were from people who lived or worked downtown. While 8.6% of respondents already lived downtown, almost 25% indicated that they were considering living in Green Bay's downtown. When asked about likely future housing preferences, the results revealed a dramatic shift away from single-family detached housing toward condominiums and townhomes as a future choice. The survey reinforced the importance of a grocery store and open space/ parks as neighborhood amenities.

Of the 2012 downtown population of 4,165, ESRI estimated that 54.4% is in the age range of 25-64 and likely to be in the labor force. Downtown employment is estimated to be 12,334. These workers will be the significant driver of demand for downtown housing. Potential demand is described as younger professionals, newcomers to Green Bay, and downtown workers, categories that are not mutually exclusive. The development concept shown for Larsen Green, incorporating open space and a walkable environment and with access to community shopping and employment opportunities, offers the lifestyle sought by the target demand segments. The availability of diverse housing choices, including rental and for-sale housing, will be a valuable tool in attracting businesses to Green Bay's downtown.

New townhomes could define a modern and unique urban lifestyle close to the Broadway District.

An enhanced waterfront can activate this stretch of the river.

Former warehouse buildings are often successfully reused for office or institutional uses.

IMPLEMENTATION APPROACH

This concept represents the shared community vision for this site. Currently, an alternate development is being proposed and will ultimately either be approved or denied for this site. If the alternate proposal is denied, the vision represented here should be pursued by the City and On Broadway Inc. (OBI), who owns the developable land.

Using this plan, and in light of the improving economy and growing momentum in and around the downtown, the first step should be issuing an RFP for potential developers. The project could also be divided up into separate projects by a Master Developer, selecting specific developers to handle portions of the overall site such as the adaptive use of the warehouse building, the townhomes, the apartment or condominium buildings, and the commercial development. Ultimately, the City may assume the role of Master Developer in default to help move the project forward, depending on initial interest.

The City should refine the Planned Unit Development Overlay Zoning for this site to bring it into alignment with the community-supported concept. Currently, the PUD does not allow residential as a first-floor land use. Other regulations and lot-specific restrictions within the PUD may need to be modified to create the appropriate environment for a successful development.

City Public Works and Engineering should begin to identify and budget for any utilities work that would be necessary for implementing the plan. Environmental testing should be completed to confirm that appropriate remediation has occurred to allow for residential or other uses.

If the City is able to acquire the northern portion of Leicht Park, then the City's Parks Recreation and Forestry Department could complete its Master Plan for the Park. Consideration should be given to incorporating the pedestrian underpass/overpass into the Master Plan. Budgets for implementing the Master Plan, including establishing site control for the northern portion of the park, should be allotted in the Capital Improvement Budget.

When the project moves forward, the City will likely need to participate financially. The site is located within a TIF district which can be used to pay for public improvements, including roadways. Similar to the previous concept, the City should encourage density on this site to build value and capacity within the TIF. In addition to TIF, infrastructure and brownfield grant programs may be available, as there has been a recent statewide push to reinvent old industrial sites. The City should monitor these grants and programs and pursue them where applicable.

Retail infill should respect the surrounding context and reinforce the existing pedestrian-oriented character.

Shared greenspaces can be the organizing element that defines a new residential neighborhood.

Monroe Corridor

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

Investments are currently being made to upgrade Monroe Avenue and this provides the opportunity to redefine and rebrand the corridor. This project can also build on energy created by the new School for Academically Gifted Learners, a magnet school drawing people to the corridor. Through the public engagement process it was expressed that Monroe Avenue should be redeveloped with a mix of uses and well-designed density (see Figure 3: Monroe Corridor Development Concept). The concept for this corridor allows for a range of uses, including retail, restaurant, office, mixed-use, and residential – all as standalone uses or in mixed-use developments. Community input expressed a desire for Monroe Avenue to look and feel more like downtown with taller buildings and activated first floors that create a pedestrian-friendly environment along the corridor, rather than looking like a suburban corridor comprised of single-story, single use buildings with large setbacks and surface parking lots (see Figures 4 and 5: Monroe Avenue Perspectives).

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

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

Concept Data

- A OFFICE REDEVELOPMENT
- B BUILDING REHABILITATION
- C RETAIL REDEVELOPMENT
- D MIXED-USE REDEVELOPMENT
- E RETAIL REDEVELOPMENT
- F RETAIL REDEVELOPMENT
- G RESIDENTIAL REDEVELOPMENT
- H MIXED-USE REDEVELOPMENT
- I MIXED-USE REDEVELOPMENT
- J RETAIL REDEVELOPMENT
- K RETAIL REDEVELOPMENT

NORTH

Figure 3: Monroe Corridor Development Concept

MARKET IMPACT

The Monroe Avenue corridor provides an excellent opportunity for a range of locally or independently owned retail and commercial businesses. A mix of both goods and services will help in positioning the corridor as a destination. It is anticipated that most patrons will arrive by car and expect to park near the business, though the proximity to the downtown core and adjacent neighborhoods will allow for walk-up business. The customer base will primarily consist of households from local neighborhoods and throughout Green Bay as well as downtown workers. Examples of commercial businesses that might be attracted include the following:

- Retailers such as bicycle or other specialized hobby/sports shops
- Home goods stores with, for example, carpeting or window treatments
- Specialty food shops
- Personal services such as salons and fitness centers
- Medical care providers, Walgreens pharmacy
- Business services such as Federal Express/ Kinkos
- Professional Services

National chain restaurants generally look for sites with daily exposure to 20,000 vehicles, which is more than twice what Monroe Avenue currently carries. However, there may be an interest from these markets at intersections with larger capacity roadways, such as Main Street, where the traffic volumes are higher.

IMPLEMENTATION APPROACH

It is anticipated that the initial developments interested in this corridor may be more auto-oriented uses traditionally found on suburban corridors. The challenge will be to create a new image for the corridor and provide appropriate guidance to developers to achieve the community vision. To accomplish this, the City will need to address both components of this issue. The City will need to portray the new community-supported vision through any marketing materials and communication for the corridor, and the City will need to establish regulations to control the form of new development on the corridor.

Figure 4: Monroe Avenue Perspective (at Walnut Street looking north)

To help pave the way for the desired development and to develop momentum on the corridor, the City and the Redevelopment Authority should consider taking a more active role in land assembly. This would involve buying and consolidating properties along the corridor, and then working to find appropriate users or developers. This would allow the City more control over the initial redevelopments along the corridor.

To establish regulations, the City has several tools at its disposal. The City can create an Overlay Zoning District that would provide additional guidance. This zoning could be expressed as traditional zoning or as "form-based" zoning. Form-based zoning differs from traditional zoning in that it focuses more on the physical form of development and less on land use. A form-based zoning approach could also be established as a new district as opposed to an overlay. Additionally, design standards could be developed to provide further guidance on the character of development, beyond what the zoning controls.

Retail buildings with drive-thrus should be urban in form and provide entrances along the street.

Figure 5: Monroe Avenue Perspective

Regardless of the direction the City takes, a shared common first step is to establish some sort of "regulating plan" that conveys key considerations for guiding future development. For this downtown Master Plan, a preliminary regulating plan was developed to provide additional direction for implementation (see Figure 6: Monroe Corridor Preliminary Regulating Plan).

Retail buildings should be urban in form and provide entrances along the street with storefront windows.

The regulating plan shown focuses on the key priorities established by the community through the public process, which were to achieve a more pedestrian-friendly character with active uses holding the streetwall, especially closer to key intersections. The intersection of Walnut Street and Monroe Avenue is important as it acts as a gateway to the downtown core area. Therefore the regulating plan shows retail as the first floor use at this location, with institutional uses also being acceptable (due to the proximity of St. Francis Xavier and the School for Academically Gifted Learners). Since the west side of Monroe is considered part of the downtown core, retail, office and institutional should be the only acceptable first floor uses of redevelopment in that area. Similarly, redevelopment along Main and Bodart Streets should encourage retail, office, and institutional first floor uses due to the high visibility and traffic counts along Main Street and the existing commercial fabric along Bodart Street. Redevelopment along the eastern side of Monroe Street at and in between the Pine and Cherry Street intersections and along Quincy Street allows for residential uses on the first floor in addition to retail, office, and institutional uses, as a transition into the Navarino neighborhood.

Building frontage is a key urban design characteristic that defines an area as either pedestrian or vehicular oriented. Developments with a low percentage of building frontage often define an area as vehicular-oriented because there is no building wall or street edge to make pedestrians feel comfortable as they walk up and down a corridor. Developments with a high percentage of building frontage are often considered pedestrian-oriented, similar to the Broadway District, because they create a sense of enclosure on the street that is comfortable to pedestrians while also creating opportunities for storefronts and window displays. The regulating plan for the Monroe Corridor requires new buildings to hold a minimum of 50% of the frontage. This will ensure that new developments along the Monroe Corridor will be pedestrian-oriented and will respect the existing character of downtown and the Navarino neighborhood. Additionally, new developments that occur near the Walnut and Monroe Streets intersection should hold a minimum of 70% of the frontage in order to reinforce the gateway character of that intersection. Redevelopment near the Main and Monroe Streets intersection should also be required to hold a minimum of 70% of the frontage, as well as redevelopments near the Main, Bodart, and Jackson Streets intersections.

The City's next steps would be to determine which method they will use to move the ideas conveyed in the concept and regulating plan for this corridor into more defined regulations.

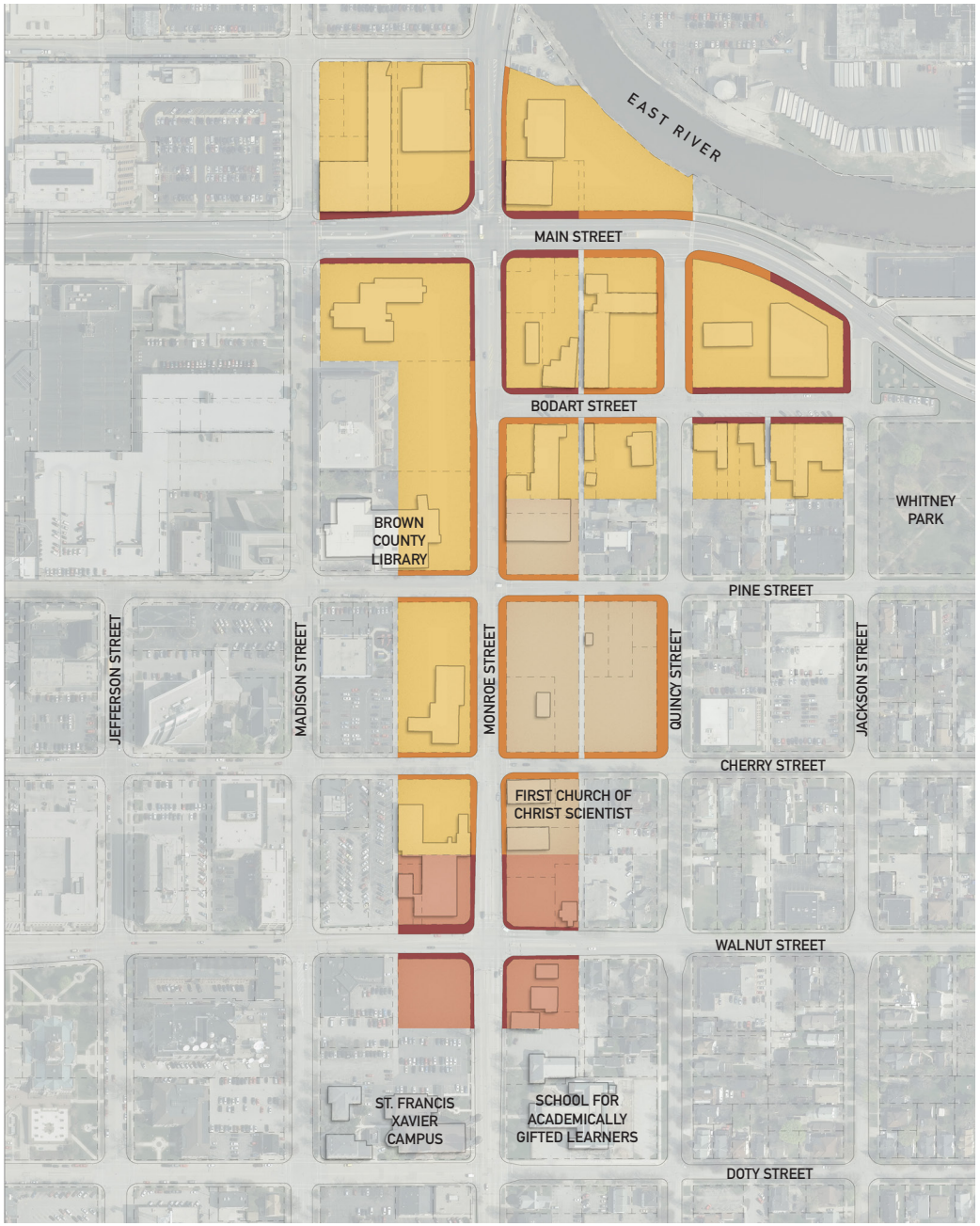
Legend

ALLOWED FIRST FLOOR USE

- RETAIL / INSTITUTIONAL
- RETAIL / OFFICE / INSTITUTIONAL
- RETAIL / OFFICE / RESIDENTIAL / INSTITUTIONAL

BUILDING FRONTAGE

- BUILDING TO HOLD MIN. 70%
- BUILDING TO HOLD MIN. 50%



NORTH

Figure 6: Monroe Corridor Preliminary Regulating Plan

Downtown Core Enhancements

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

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

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

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

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

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

Concept Data

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

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

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

D MIXED-USE COMMERCIAL/OFFICE

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

Figure 7: Pine Street Extension - Town Square

There is currently limited modern, Class A office space in the downtown core, with views to amenities such as the Fox River or public open spaces. While there may not be a demand in the short term, a development such is this may be critical to enticing another downtown office anchor, as along the order of Schreiber Foods or Associated Bank, to Green Bay. This building would provide that office space and help reinforce the importance of downtown as a business and economic hub for the region. Additionally, the southwest corner of Cherry and Adams Streets has the potential to redevelop as a 9,000 square foot footprint, mixed-use commercial building. The proximity to the new public square can bring value to this underdeveloped corner as well.

Not only does the new public square project bring value to adjacent properties, but the size and scale of the square would bring value to the entire downtown. Conceptually shown as a 2-acre full city block, the public square has the ability to host a number of public events and large gatherings and complement the near-by CityDeck. The final design could accommodate an amphitheater for summer concerts or movies in the park. Additionally, the square could incorporate other active features, such as an interactive water element, a soft, central lawn for sunbathing, sports play, and lounging, and a hard, paved plaza for outdoor dining, temporary exhibit space, and programmed events. The final size and location could be modified or reduced depending on community sentiment, site control, budgets, and programming needs.

This concept supports several of the community goals identified through the Master Plan process. High quality public spaces are needed to provide space for outdoor cultural events, to provide quality and useable outdoor space for downtown residents who may live in small condos or apartments, and to provide excitement and interest in downtown for the next generation of Green bay residents.

A new public greenspace can become the centerpiece of a revitalized downtown core area.

Water features, outdoor dining and active first floor uses can be combined to create vibrant and successful public spaces.

A new development block is created, making way for a modern, signature mixed-use building.

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

MARKET IMPACT

Market research indicates that adequate rents could likely be achieved to support the office and retail components of a mixed-use project with a prime location on the new public square or open space. For the parking component, the recently completed Parking Study by Desman Associates finds support for a new parking structure and, following the assumptions, shows a revenue-producing garage. This investment would be key to supporting existing and potential developments and would likely require long-term public financing. Public participation may be needed for site assembly and preparation, possible relocation incentives, and other elements of the development.

Case Study: Columbus Commons - Columbus, Ohio

Columbus Commons is a 9 acre, $20 million green space located in the heart of downtown Columbus, Ohio that includes amenities such as a state-of-the-art $5 million performance space and pavilion, hand-crafted carousel, outdoor reading room, outdoor cafe, bocce courts and life-size chess set. The Commons stands at the former site of City Center Mall, which was carefully dismantled between late 2009 and early 2010. Columbus Commons was nearly completed by the end of 2010 and in its inaugural 2011 season it hosted 300,000 visitors at 130 events.

This impact of the commons can be seen in three mixed-use buildings adjacent to the open space, ranging from six to 12 stories, each in various stages of construction or planning, signaling the value of this space and its ability to encourage private investment. Once completed, these projects will bring 43,000 square feet of retail, 546 apartments, and 136,000 square feet of office.

A mix of paving and lawn areas allows for a variety of activities to occur within the new public greenspace.

Case Study: 400 Block – Wausau, Wisconsin

In 1998, a vacant block in Downtown Wausau, Wisconsin was transformed into a central public open space that hosts concerts, festivals, a farmers market, and outdoor movies. A group of individuals formed the SquareUp Committee that along with local businesses and groups, such as Wausau's Community Foundation, played an active role in generating private donations that contributed 75 percent of the park's design and development cost.

The City has seen several direct benefits from the creation of this space. The average assessed values of the properties around the square have increased about 425% from 1996 to today. Additional anecdotal information from City and Main Street staff indicates a reduction in vacancy rates and an increased demand for businesses to locate on the square.

IMPLEMENTATION APPROACH

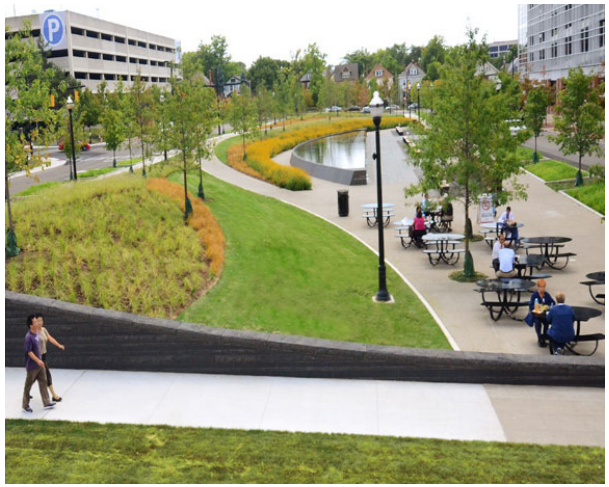
This development concept, including the town square and the adjacent new mixed-use development, represents a significant project that involves several property owners and impacts existing buildings and businesses. This creates challenges that can affect timing and feasibility of the project. For these reasons, this concept is anticipated to take a longer time to implement, perhaps in the range of 15 to 20 years. One of several things may spur implementation to move forward, including but not limited to: change in ownership of the Baylake Bank building, change in space needs of tenants of the building, or emergence of a new entity looking for a large amount of Class A office space in the downtown.

Therefore, successful implementation will depend on flexibility and consistent communication between the City and all stakeholders. These key stakeholders include Schreiber Foods, Baylake Bank, and APAC Customer Services Inc. – the largest tenant in the existing Baylake Bank building. The ultimate goal of any implementation efforts should be to move forward a larger plan that addresses downtown goals for redevelopment and additional common open space, without negatively impacting any of the stakeholders. In the short term, further internal City discussions should occur with the Parks Department about possible programming and space goals, and potential budgets for a town square. This will help provide direction in the future on final size and functional components. Other potential discussions could include Public Works and Engineering about any anticipated challenges with reconnecting Pine Street.

Additionally, thought should start early on potential funding sources to help make the project a reality. The project is located on two different TIF districts that are in place and could assist in paying for public improvements for a redevelopment such as this. With the TIF districts in place, it will be important that new buildings create density and build value for the TIF districts.

Other potential funding sources should be considered, including but not limited to, grants, selling of naming rights, and special assessments. Additionally, activation of the park through special events as a way to generate revenue through user fees may be an important component to the project's success. Another potential revenue source to be studied would be to create public parking under the square.

Iconic elements such as water features or public art creates a unique sense of place and "center" for the downtown core.



Creating a public outdoor space for casual gatherings or lunch breaks increases the value of downtown properties.

A greenspace large enough for public gatherings or markets can become the centerpiece of a revitalized downtown.

Broadway District Enhancements

During the public input process many participants referenced the Broadway District as one of the more successful parts of downtown. Several enhancement concepts were developed and positively received by the community for this district. They include improvements to the parking lot behind the businesses on the west side of Broadway, a better visual and pedestrian connection between the shopping area along Broadway and the Fox River, and enhancements to the west shoreline of the River.

Broadway Parking Enhancements

The surest sign of a successful business district is often the need to accommodate more parking, and the Broadway District is no different. To the west of Broadway, behind many of the businesses, a large surface parking lot was developed, including the area in the rights-of-way along what would be the Hubbard Street and Chestnut Avenue. The layout of this parking may have also had a secondary purpose to discourage cut-through traffic from the adjacent Fort Howard neighborhood. Unfortunately, this surface parking lot is inefficient, difficult to navigate, and unattractive. To visitors and patrons, the experience of parking one's car is often the first impression that one receives when visiting a place or business. If the experience is confusing, intimidating, or unpleasant it may be difficult for a district to overcome that first impression.

In order to enhance the parking and arrival sequence for visitors to the North Broadway District, parking lot enhancements have been developed as a catalytic project for the downtown. In the conceptual parking lot design shown (see Figure 9: Broadway District Parking), the reconfigured parking lot creates better and more efficient vehicle circulation by providing connections from the east and west side of Hubbard Street via Maple and Broadway all the way through the lot in addition to connections to the north and south via Chestnut Avenue. In order to discourage cut-through traffic, the connections are not direct and can only be made by navigating through parking lot drive aisles. Enhanced landscaping is also incorporated into the design. Landscaped islands are introduced and used to define the primary drive aisles and to direct traffic through them. The amount of space dedicated to landscaping is also increased and organized, in order to beautify the parking lot and enhance the first impression visitors receive. Lastly, a small central greenspace is defined as an amenity for the district. This space could incorporate a central focal element in order to draw a visual connection to the parking lot from North Broadway Street itself. This visual connection could extend all the way down Hubbard Street to the Fox River. The space could also be programmed as a small performance space for street musicians, or as an exhibit space for changing public art pieces or holiday themed exhibits such as a Christmas tree.

Any new parking lot layout must account for parking demand and provide additional spaces where possible, with an emphasis on providing customer spaces near business entrances. Additionally, the final design needs to account for loading, service, and trash collection that occurs at the rear of these buildings, including providing appropriate room for semi turning movements.

In a previous concept developed by OBI a low, two-level parking deck was placed on this site, north of Hubbard. The concept was to use additional public parking to encourage redevelopment and further density in the district and maximize the benefit of the site. If desired and budgets allow, this element could be incorporated into a refined plan for the area.

Parking lots should be well screened and landscaped.

Concept Data

A IMPROVED PUBLIC PARKING LOT
- Reconfigured parking lots to create better circulation and parking lot landscaping.

B SMALL CENTRAL GREEN
- Enhanced central green as amenity for district.

A small, new central green could provide space for small gatherings, performances or other business district events.

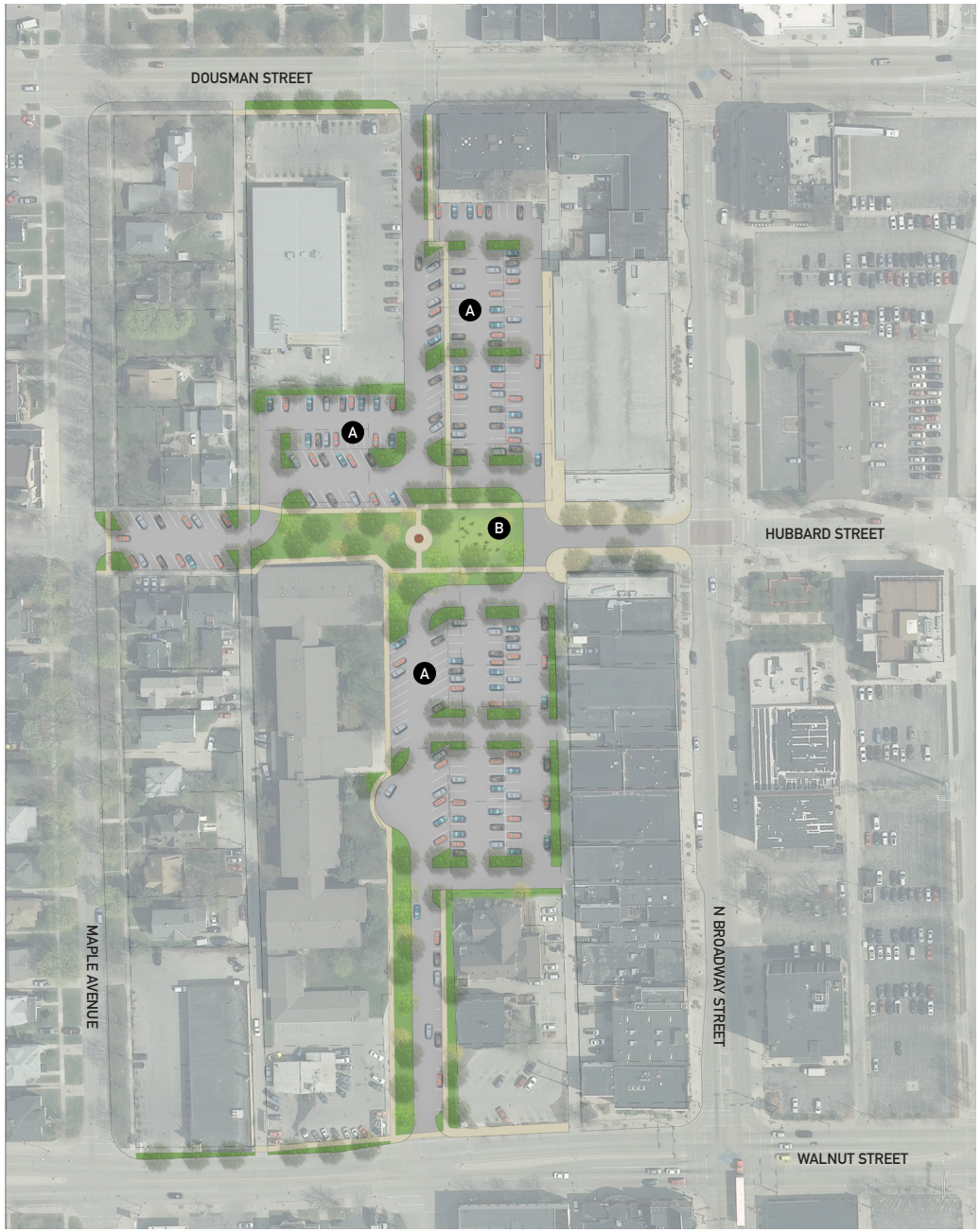


Figure 9: Broadway District Parking

IMPLEMENTATION APPROACH

One of the largest challenges to implementation is the fragmentation of these sites. Most of the properties are owned by the City, but some are under existing lease agreements. Clear communication should be had with the property owners and lease holders regarding the goal of this concept and the community support it received, to help provide support for implementation.

A parallel task will be for OBI to work with the City to develop a parking management program and strategy, incorporating the new shared lot. This would include establishing clear directional signage, and pricing consistent for the area. Having a defined parking management program ca also give specific property or business owners confidence that the new shared lot will benefit them. As part of the parking management program, additional signage and marketing may be recommended to help create awareness of the new lot.

Landscaped islands can reduce the heat island effect of asphalt parking lots, and define vehicular circulation.

Once the sites are under control, either through consistent ownership or appropriate agreements and cross-access easements, then an engineering consultant should be hired to design the parking lot, ensuring that it meets City codes. At this point, the potential for a low parking deck, as suggested by OBI, should be further studied for feasibility. The City's Department of Public Works (DPW), which oversees parking in the City, will need to be involved in planning and design of the lot. Existing overhead and underground utilities will need to be taken into account for these sites. DPW will also need to determine how the lot is controlled and metered. Currently, the City portions of the lot have parking meters. DPW will need to determine if a different payment system should be put in place.

Well landscaped and efficient parking lots can make the shopping environment of a retail district more inviting.

Hubbard Street Promenade

Another component of enhancing the Broadway District is to better connect the shopping and business area to the Fox River. Improvements to visual and physical connections will help leverage this important natural feature to the benefit of the district (see Figure 10: Hubbard Street Promenade/ Overlook Concept).

The connection is envisioned to start by creating a link from the neighborhood to the west through the previously discussed enhanced parking lot, to the intersection of Hubbard Street and North Broadway at the heart of the Broadway District. The most active stretch of businesses exists between Dousman and Walnut Streets, and Hubbard is halfway between the two. The connection would then continue along the south side of Hubbard Street to the existing pedestrian crossing over the railroad tracks. This connection is intended to link a string of cultural assets together; from St. Patrick's Church and the Fort Howard Neighborhood, through the Broadway District and public parking lot, to the Neville Museum and Fox River shoreline.

Figure 10: Hubbard Street Promenade/Overlook Concept

The Hubbard Street Promenade project envisions an enhanced Hubbard Street streetscape that prioritizes pedestrian traffic and invites those patronizing the Broadway District to travel east and access the River's shoreline. Streetscape enhancements could include special paving, lighting and way-finding signage that unify these three areas and create a stronger visual and physical link between the three. Additionally, an improved pedestrian crossing across the railroad tracks is recommended which could include removal of portions of the landscaped berms to open up views from Hubbard Street to the Fox River and downtown core skyline. A grade separated (overpass) pedestrian crossing could also be considered over the rail tracks. The last element recommended as a bookend to the Hubbard Street Promenade is an "overlook" incorporated into the Fox River shoreline. Public input participants on multiple occasions referenced the "skyline views" of the downtown core at this location to be some of the best vantages within all of Green Bay's downtown. This iconic view should be celebrated and visitors should be encouraged to "take it in" at this location by creating a unique physical element (overlook) where the Hubbard Street Promenade meets the shoreline.

IMPLEMENTATION APPROACH

This project should be master planned in coordination with the Broadway District Parking and the Shoreline Enhancements projects to maximize its impact and continuity. On Broadway Inc. (OBI) should work closely with the City Public Works Department to develop and refine the concept. Implementation can be phased if necessary, and low cost components, such as enhanced cross-walk markings, banners, or tree removal on the railroad berm, could be completed sooner to create momentum on this project.

A new overlook on the west side of the river would capitalize on views to downtown from the west side of the river, such as this.

Shoreline Enhancement

Public input participants generally agreed that the development of the CityDeck on the east side of the Fox River has acted as a catalytic project that has helped in redefining and rebranding Green Bay's downtown. The concept for shoreline enhancements on the west side of the Fox River in order to complement the City Deck and "connect" these two sides of the Fox River was strongly supported throughout the process and was the top performing concept in the online survey. The preferred location for these shoreline enhancements is on the west side of the Fox River between the Walnut and Dousman Street bridges (see Figure 11: Shoreline Enhancements Perspective). As previously mentioned, this location can connect to the Broadway District, take advantage of a close proximity to the Neville Museum, and provide downtown core "skyline views". Ultimately, the community would like to see these shoreline enhancements tie into a larger system along the west side of the river, in much the same way CityDeck connects to the Fox River trail.

Figure 11: Shoreline Enhancements Perspectives

While shoreline enhancements can take on many different physical forms, the general consensus has been that shoreline enhancements on the west side of the Fox River should be more natural and "green" in character as a way to balance and contrast with the hard and urban shoreline that the CityDeck provides. And yet, its design should still be very urban in terms of materials and the quality of the amenity. Preferred elements include:

- A boardwalk incorporated into a natural planting environment
- An overlook aligned with Hubbard Street that provides views of the downtown core skyline and incorporates a focal element to draw people to the river from North Broadway Street
- More amenity-driven, architectural path treatment
- A boat launch for kayaks, canoes and other small watercraft to access the river
- A recreation trail similar to that found on the east side of the river that can be a part of a larger system connecting north under the Dousman Street Bridge and south under the Walnut Street Bridge.

Over the course of the public input process the Fox River was repeatedly identified as the greatest asset that downtown has to offer. Shoreline enhancements, particularly as described above, can help to continue the public policy of turning to "face the river" as previously done by the CityDeck. The Fox River is a natural amenity that should, whenever possible, be leveraged as a cultural element reinforcing downtown's role as a cultural center of the region. Additionally, shoreline amenities such as these bring value to downtown residential projects and offer unique outdoor space to those who choose to live downtown without a front or back yard. For downtown residents, the Fox River and the Shoreline act as that outdoor front yard.

This concept was originally presented in the Fox Riverfront Master Plan, which ultimately led to the creation of the CityDeck. Addressing the west side of the river would represent completing the vision established in that Master Plan.

A naturalized riverfront can create a unique ecosystem that works with the Neville Museum as an educational space.

IMPLEMENTATION APPROACH

To implement this concept, the City will need to follow a process similar to what was used to implement the CityDeck. The City will need to work with a design consultant to further develop the concept, collaborate with stakeholders, and move the design through the City process. Additionally, the City should begin to understand the approvals that will be necessary from various regulating agencies. As the Fox River is a federally managed navigable shipping channel, the City will need to work closely with the Port of Green Bay. Additionally, any work that will modify the river banks will require coordination with the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

The City will need to develop costs as the design is further refined and plan accordingly in the Capital Budget, as it is not located in a TIF district.

Access to the Fox River should include boating and kayak slips.

A naturalized edge and continuous bike path can unify the western edge of the Fox River shoreline.

Secondary Development Opportunity Zones

As identified in the Land Use Framework, these opportunity zones are important to the continued redevelopment of the downtown. However, as the overall Master Plan strives to be realistic and achievable, it needs to acknowledge the limited resources in terms of time and budget that the City can commit within the downtown. Therefore these projects are ones where the City should work to provide direction to inform private redevelopment, should it occur in the next ten years. As the Master Plan is re-evaluated and updated in the future, these are areas that are anticipated to graduate to priority projects as other established priority projects are completed and City resources become available.

Multi-story office buildings that take advantage of river views become more feasible with a shared parking ramp.

Increased Downtown Density

For many, the "core" of Green Bay's downtown is perceived as the area that exist north of Doty Street, south of Elm Street, west of Jefferson Street and east of the Fox River. This particular portion of downtown has a distinct character that results from the size, scale, density, and placement of buildings. In this area a majority of the buildings are 3-stories or more and there is a relatively continuous blockface (building walls at the sidewalk) which creates a comfortable sense of enclosure. Buildings in this area tend to be mixed-use, typically with retail on the first floor and either residential or office uses on the floors above. There are also a number of parking ramps in this area, which allows for higher density development. Employees, visitors, and business patrons share the use of these ramps for parking, which allows individual building and property owners to be less concerned with providing their own, exclusive parking areas. This also allows drivers to park once and visit multiple destinations

Figure 12: Increased Downtown Density Concept A: Shared parking ramps create the opportunity for larger office developments.

without moving their car. Public input participants generally referred to this area as the more lively, inviting, and successful portion of downtown.

In the areas surrounding the core east of the Fox River, buildings tend to be three-stories or less and generally lack continuous blockfaces. This portion of downtown loses its sense of enclosure and buildings in this area tend to be single-use structures separated by surface parking lots. Many of these parking lots are privately owned and discourage multiple-stop trips. It was expressed through the public input process that there is a strong desire for this area to be more like the downtown core with a greater mix of land uses, taller buildings that create a sense of enclosure, more consistent streetwalls and more density overall.

It is the recommendation of this plan that the area south of Doty Street to Chicago Street and east of Jefferson Street to Monroe Street see an increase in density and greater mix of land uses. One way this could be achieved is through reduction in surface parking and promotion of shared use parking as discussed in the transportation recommendations (see Figures 12 and 13: Increased Downtown Density Concepts). The development of multistory, mixed-use buildings could be promoted in this manner. Additionally, improvements to Washington, Walnut, Madison and Jefferson Streets would make this portion of the downtown more livable and inviting. Jackson Park and St. John's Park are also two unique community assets that could be leveraged to re-brand or define this part of the downtown. Additionally, design guidelines or form-based zoning could be used to encourage or require redevelopment to create more consistent streetwalls. Overall, this portion of the downtown has strong connections to a number of cultural assets and it should be the goal of the community to capitalize on these connections by expanding the character of the downtown core into these underutilized areas.

Mixed-use development can reinforce the commercial nature of important streets and provide additional residential units.

Figure 13: Increased Downtown Density Concept B: Mixed-use development can increase Downtown's residential population while also reinforcing the pedestrian-oriented character of importance retail streets such as Washington Street.

Neighborhood Reinvestment

The eastern and western edges of Green Bay's downtown are complemented with traditional single-family urban neighborhoods. On the western edge, the Fort Howard and Seymour Park neighborhoods have begun to see new levels of interest and investment, in large part due to the close proximity and success of the North Broadway District. On the eastern edge, the Navarino neighborhood is well positioned to revitalize and build off of the momentum and success taking place in the downtown core and on Monroe Avenue.

All three of these neighborhoods offer an abundance of vintage single-family housing options for those seeking their own home or looking to rehabilitate a home. In addition, a number of vacant lots offer the opportunity for infill with modern single-family or appropriately designed duplex structures, providing a unique city experience close to downtown within a modern structure (see Figure 14: Neighborhood Redevelopment Concept A). In some cases small lots may be consolidated and better suited for townhouses which are a popular housing option for young professional and seniors (see Figure 15: Neighborhood Redevelopment Concept B). Multi-family residential such as townhouses could also be used as a transitional use from the more dense development in the downtown core to the predominant single-family character of these neighborhoods. An example of townhouse infill is already visible near Whitney Park at Van Buren and Pine Streets. The City should work to review and revise zoning policies in these neighborhoods to allow the slight increase in density to encourage redevelopment and infill of duplex homes and townhouses. This increase in density would strengthen the downtown by introducing more housing units that are within a walking distance from downtown businesses. Public input received through an online community survey reported that 62% of respondents are supportive of townhouse or duplex infill in downtown neighborhoods.

Another way to reinvest in downtown neighborhoods is to encourage and support home ownership. Home ownership and owner occupancy has been observed as one of the most important factors in stabilizing and revitalizing neighborhoods. In Green Bay, the non-profit corporation NeighborWorks Green Bay works to strengthen neighborhoods and improve lives by revitalizing housing, enhancing neighborhood character, and promoting and preserving home-ownership. Some of their programs include:

- Home-buyer Education Classes
- Foreclosure Prevention Counseling
- Down Payment and Closing Cost Assistance Program

The Plan Recommendations Report represents an important opportunity to strengthen programs and efforts that improve and reinvest in adjacent downtown neighborhoods. Coordination of downtown revitalization efforts with the programs and activities of the City's Neighborhood Division, Housing Authority, and Redevelopment Authority will continue to leverage results. Housing rehabilitation and inspection programs, property maintenance educational initiatives, neighborhood association events, and other community events and festivals can increase their effectiveness through strategic partnerships. Monies from the City's Community Development Block Grant program, HOME funds, Neighborhood Enhancement fund, and other governmental and institutional sources should continue to be targeted toward improving the quality, livability, and affordability of near downtown neighborhoods.

As a specific example, this plan recommends pedestrian, bicycle, and transit improvements that better connect the neighborhoods to downtown. A number of streets including Crooks, Walnut, Pine, Hubbard, and Mather Streets have already been identified as important neighborhood connections. Implementation of infrastructure improvements should be conducted with the involvement of the related neighborhood associations and should be accompanied by improvements to the adjacent housing stock. Adjacent to these improvements, the value and attractiveness of potential redevelopment site increases, and should be marketed as such by the City and other partners. The recent Walnut Street improvements and assembly of development sites from Webster to Baird represents a great example of how this can be achieved.

New single-family infill homes on small, urban lots provides a unique city experience close to downtown.

New housing on vacant lots along with rehabilitation of homes can work together to revitalize neighborhoods.

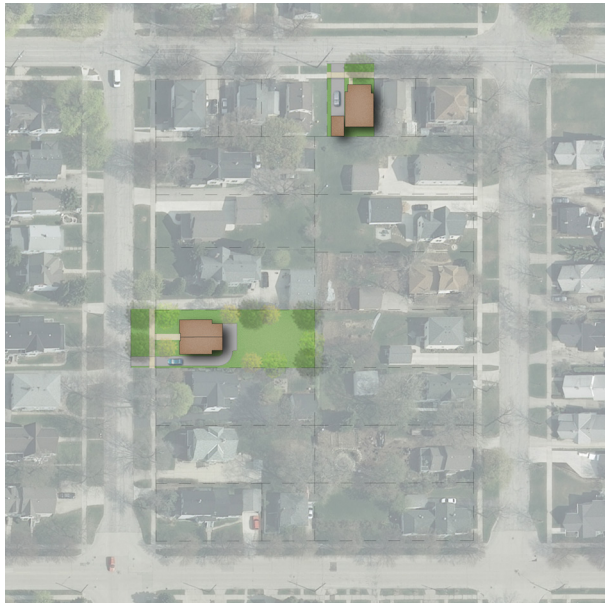


Figure 14: Neighborhood Redevelopment Concept A: Infill vacant lots with single-family and duplex housing.

Townhomes could be used as a transition from more dense development downtown to the single-family neighborhoods.

Small lots may be consolidated and better suited for townhomes, which have become a popular housing option.

Figure 15: Neighborhood Redevelopment Concept B: Consolidate small and vacant lots to create townhomes.

North Broadway Corridor

Adjacent to the Larsen Green project and north of the Broadway District, the character of the Broadway Street Corridor begins to deteriorate and has not reached the same level of revitalization found on those blocks south of Dousman Street. These blocks to the north have more vacancies and a less consistent streetwall. Additionally, the character along the corridor begins to change to residential north of Elmore Street.

If the preferred concept for Larsen Green were to be implemented, it would increase residential density and introduce a mid-size commercial anchor. To complement this development, new development should be encouraged on the west side of Broadway. Buildings should be mixed-use if possible, located along the front lot line, pedestrian friendly with commercial uses and storefront windows on the first floor, and designed with parking located behind the buildings. Infill and redevelopment along this portion of North Broadway can extend the energy and excitement of the North Broadway District north of Dousman Street and create a strong connection between the proposed new residential development and existing North Broadway businesses.

As a secondary development opportunity site, there may not be much activity in the near term. Changes on the Larsen Green site will likely influence the type of redevelopment to occur, as well as create awareness and interest in the northern portion of the Broadway corridor.

Main Street

The Main Street component of the downtown represents an important transition point to the Olde Main Street Business Improvement District, as well as a key connection point in the East River Trail connection. Currently the New Leaf Market, a cooperative grocery store, is pursuing this site for their location. This development may spur other complementary adjacent development, including potential adaptive use of the warehouses that are located adjacent to the river.

Future development and trail connections, along with other development occurring around Whitney Park, may help create additional momentum for this area. The City should continue to monitor this area and coordinate with Olde Main Street Inc. (OSMI). Rezoning of the light industrial parcels along the river may need to occur to encourage desired development.

Greenfield Site

The South Broadway Greenfield Site located both east and west of South Broadway Street and between Mason and Bridge Streets represents a future potential for mixed-use, residential, cultural campus, and/or recreation redevelopment. It is the goal of this plan to identify priority or catalytic developments that are feasible within a 10-year time-frame. While development of this site is not seen as a near term (within the next 10 years) prospect, the site has been highlighted as a secondary development opportunity primarily because the property is City-owned and therefore under the City's control.

Despite being located on the edge of the downtown study area, the South Broadway Greenfield Site has a number of valuable assets. The site sits directly along the Fox River, which could bring value since both residential and office developments that offer river views are in high demand. The site also has high visibility as it sits directly below the Mason Street bridge. This visibility could bring value to the site as a commercial/retail development that values traffic counts and convenient regional access.

The site faces several challenges to redevelopment, including floodplain impacts, poor soils, and difficult access due to existing rail lines.

Overall, it is the recommendation of this plan to keep redevelopment options open on this site. Regional and even global markets can shift drastically over a 10-year period, and as a secondary development opportunity it would benefit the City to focus first on the priority or catalytic development sites. Success and implementation of those projects will give further insight into the true market potential of the South Broadway Greenfield Site. In the near term it would be beneficial for the City to make lower cost open space improvements on the site for recreation or temporary events. This would serve to activate and market the property and bring attention to the site and its assets.

Policies/Programs

In addition to projects and concepts that manifest themselves physically, there are several programs and policies that should be considered relative to land-use and physical planning. These will help create consistency in the future character of the downtown, in line with community goals and values. Note that it is not the intent of this section to establish City policy, but to point out policy-based approaches and programs that the City should further explore.

Cultural Plan

Throughout the process, the community showed consistent support for strengthening Green Bay's downtown as a cultural anchor for the region. An important step to achieving this goal would be to create a Cultural Plan that details how to nurture cultural resources as a way to support community economic development, tourism, and quality of life.

The downtown cultural plan would be an action plan that reflects the cultural priorities of the Green Bay community. It would be a guide for artists, audiences, venues, property owners, and developers to generate ideas about improving cultural life in Green Bay's downtown. The plan would identify strategic goals that would support Green Bay's future as a community for innovation and creativity, include the cultural preferences of the community, describe existing resources, and identify opportunities for future cultural development.

The City would need to undergo a public process to develop this plan, including involvement of a steering committee and a cultural planning consultant. Funding opportunities are available through grants from the Wisconsin Arts Board and the National Endowment for the Arts. The process would include participation from the City and other private partners and local arts groups

Design Review

A key planning issue for Green Bay's downtown is how to best manage changes to the urban design environment, especially in regards to new development design and improvements to historic commercial buildings. Establishing a formal design review process and creating a set of design review guidelines are two important tools the City should consider adopting and implementing to ensure high-quality design in both new and existing buildings.

DESIGN REVIEW BODY

The first step towards establishing the design review process and identifying the appropriate oversight body is to determine the values and priorities of the community through a public process. This process may identify that the goal of design review should be reviewing new development design, overseeing the preservation and rehabilitation of historically significant buildings, or some combination of the two. If preservation is seen as an important priority of design review, it will be important to identify whether parts or all of the downtown are eligible for listing in the National Register or as part of a local historic district.

This information will help inform the direction for establishing a design review body. If the goal is reviewing new development design, a design review commission could be established to evaluate such projects as well as improvement plans for existing buildings. If the goal involves preservation and sensitive rehabilitation, the Historic Preservation Commission could act as the design review body and be responsible for providing review and comment for any new construction within 500 feet of a historic district.

LEVEL OF DESIGN REVIEW

Regardless of whether a new design review body or the Historic Preservation Commission is used to administer the design review process, the level of involvement in the design review itself by these entities must also be determined. Many communities utilize a two-level approach - one for routine maintenance and small-scaled improvements and the second for more significant projects that involve the complete building façade, new building additions, and new construction. The first level of design review, for projects such as storefront signage and awnings, and masonry repair and repointing, for example, could be conducted administratively by City staff, while storefront reconstruction, façade rehabilitation and new construction would necessitate a more comprehensive review by the Historic Preservation or Design Review Commission. This two-level approach reduces project turn-around times for small improvements while reserving larger-scaled building projects, especially ones with more significant visual impacts, for full deliberation by the design review body. Design review at

both levels can be conducted on a mandatory or advisory basis. In some communities, any project affecting more than 50 percent of the façade constitutes a mandatory review by the design review body.

DESIGN GUIDELINES

Design review bodies typically conduct design review with a set of design guidelines, which provide standards, design principles and information on proper building preservation and rehabilitation procedures. They also include standards for how new construction should relate in terms of height, scale, and massing to the surrounding architecture. Effective design guidelines should include text and narratives that explain design standards and principles along with supporting photos and illustrations. Beyond their function for the design review process, design guidelines can serve as an educational tool in assisting property and business owners plan and undertake cost efficient building improvements that contribute to enhancing downtown's overall visual appeal.

North Washington Street

Historic Preservation Element

Preserving and reusing historically significant commercial buildings and properties should be a key planning and revitalization strategy for Green Bay's downtown. From an urban design perspective, historic buildings contribute significantly to a downtown's sense of place and authenticity; from an economic point of view, they provide suitable, lower cost space for attracting new retail and start-up businesses, and for upper-floor office, lodging and residential apartments, and loft spaces. Rehabilitating older buildings also provides for local jobs- for the experienced craftsman and tradesman needed to undertake the more highly skilled and labor intensive tasks associated with most preservation and adaptive use projects. Historic preservation can also boost heritage tourism by attracting visitors and travelers interested in an authentic place- a place that can tell the story of Green Bay's past through its architecture.

Key planning recommendations include:

CONDUCT ON-GOING SURVEY EFFORTS

Historic resource surveys are important activities to evaluate and inventory properties that are considered historically and architecturally significant to the City of Green Bay. Such surveys also determine whether properties are eligible for listing in the National Register of Historic Places, this nation's official list of buildings, structures, and sites worthy of preservation. The National Register is administered by the National Park Service and in Wisconsin by the State Historic Preservation Office (Wisconsin Historical Society). Certain income-producing buildings within National Register historic districts are eligible for federal and state historic preservation tax credits, which can be important incentives to encouraging building rehabilitation and adaptive use activities.

Updates to any existing historic resource surveys should be undertaken by the City and its Historic Preservation Commission to determine what changes may have occurred to previously identified significant properties and sites, and where other important buildings and potential local and National Register historic districts may be located. Ideally, historic building surveys should be undertaken at an intensive level where each building's architectural features, exterior conditions, date of construction and other information is gathered in a standard survey form with space for photographs, notes and other information. The Wisconsin State Historic Preservation Office can provide guidance on survey form development and management of the survey process itself. The survey can be conducted by volunteers or with professional architectural historians and surveyors. Furthermore, surveys can now be undertaken using digital technologies, customized software and portable digital devices that can eliminate paper and allow survey data to be posted to internet sites and databases.

STRENGTHEN THE HISTORIC PRESERVATION ORDINANCE

The City's historic preservation ordinance can be strengthened in several ways to help achieve historic preservation and downtown revitalization goals. Suggestions for strengthening the ordinance include:

- Powers of the Commission. Consider adding a provision that allows the Historic Preservation Commission to accept easements on historic properties, especially for those property owners who may want to donate voluntarily.
- Survey Program. Add a provision to the Ordinance that establishes and maintains an ongoing survey program, which is also a requirement for obtaining Certified Local Government (CLG) status (see recommendation below). This section will also codify evaluation criteria and rating categories used in surveys, which would be the standard rating terminology for all future surveys conducted by the City. Standard terminology will help to avoid any potential conflict in terms across different survey projects and confusion on part of the public in understanding survey findings.
- Landmark and District Designation Procedures. Ideally, two separate provisions should be established for designating local landmarks and districts. This is not to be confused with National Register landmarks and districts, which is a separate process managed by the Wisconsin Historic Preservation Office. Secondly, individuals, groups of property owners, and institutions and other entities should be allowed to petition the Commission to initiate a landmark or district designation process. This is a standard procedure in other community preservation ordinances.
- Design Review. This provision would empower the Historic Preservation Commission to conduct design review or Certificate of Appropriateness (COA) review proceedings and determine the level of mandatory or advisory review between City staff and the Commission. It would also require the development of design guidelines for use in the design review process.
- Demolition Delay. A demolition delay provision has been suggested by the Historic Preservation Commission. Such a provision would allow the City to delay a planned demolition of a significant property for a period of 90 to 180 days. The delay would serve as a "waiting period" for a viable preservation solution to emerge between the City, the Commission and the building owner/developer. This demolition delay provision could be applied only to historically significant building or buildings within a specified district or boundary.

SEEK CERTIFIED LOCAL GOVERNMENT STATUS

The Certified Local Government (CLG) program is a Federal program administered by the Wisconsin State Historic Preservation Office that allows local governments to coordinate with and receive assistance from state and Federal preservation agencies. Certified Local Government status provides several benefits including eligibility to apply for CLG grants, which can underwrite survey projects and other preservation-related activities, and the use of the Wisconsin Historic Building Code for locally designated historic buildings, providing potential cost savings for rehabilitation projects. To be eligible for CLG status, the City must meet several requirements, including the creation of a local property and district designation process, the adoption of design review procedures for actions affecting designated historic landmarks or resources within local districts, and the establishment of an active survey program.

The Wilner Building

Transportation Projects

East River Trail Connection

This plan supports the ongoing efforts to complete the East River Trail Connection project. The East River Trail Connection seeks to bridge the one mile gap between three major existing trails: the Fox River State Recreational Trail, the East River Greenway, and the Baird Creek Greenway. If linked, a trail system of 40 contiguous miles would be available with Green Bay's downtown as the focal point. Since 2008, stakeholders have been working together to acquire properties, raise funds, and direct the production of preliminary engineering plans for the trail connection. Those involved in the effort include various City of Green Bay departments, the Olde Main Street BID, several Main Street business and property owners, neighborhood representatives, and key State and County agency representatives. Nearly $1 million in grant funds have been raised so far, and steady progress is being made on acquiring the needed properties.

The East River Trail Connection contributes to this plan by adding a valuable community amenity to an area in need of redevelopment, and by providing another multi-modal connection to the surrounding neighborhoods. In a similar fashion to the Fox River Trail, the East River Trail Connection could help extend the path of private investment eastward from the downtown core. The planned trail would be located near the site of the future New Leaf Market and several underutilized properties. This trail connection is anticipated to create substantial economic, recreational, transportation, and environmental value for the community, and has thus been named The Vital Link.

Fox River Trail Connections

This plan recommends capitalizing on opportunities to further increase the connectivity value of the Fox River Trail and CityDeck in the coming years. In particular, improved connections between the riverfront trail and the surrounding streets, sidewalks, and bridges will ensure its continued effectiveness both as a recreational destination and a non-motorized transportation route. Sidewalks should be completed with development on the west side of N Washington Street south of Main Street, and a direct access to the trail from N Washington is desirable. Better connectivity to the trail from the sidewalk network should also be considered north of Main Street and north of Walnut Street. As these vital development sites are constructed at the appropriate urban scale and intensity, keeping the trail and CityDeck visible and accessible must also be a priority. Coordination of pedestrian and bicycle connections should occur throughout the site design process for downtown developments.

Bridge Enhancements

For many, the image of the Fox River will always be linked to its bridges. The Walnut Street and Dousman Street bridges not only serve as important pieces of infrastructure, but they are also iconic landmarks for the city. For vehicular traffic, they serve a fairly straightforward purpose of moving cars across the Fox River. For pedestrian and cyclist however, their purpose is multifaceted. While some pedestrians and cyclists may use the bridges simply to cross the Fox River, many will use them for recreation and exploration. The bridges provide an opportunity to interact with the river and the City itself. Unique views and vantage points of downtown are offered only by these bridges, and for visitors the memorable experience of walking or cycling across the bridge can be the defining experience of a visit to Green Bay.

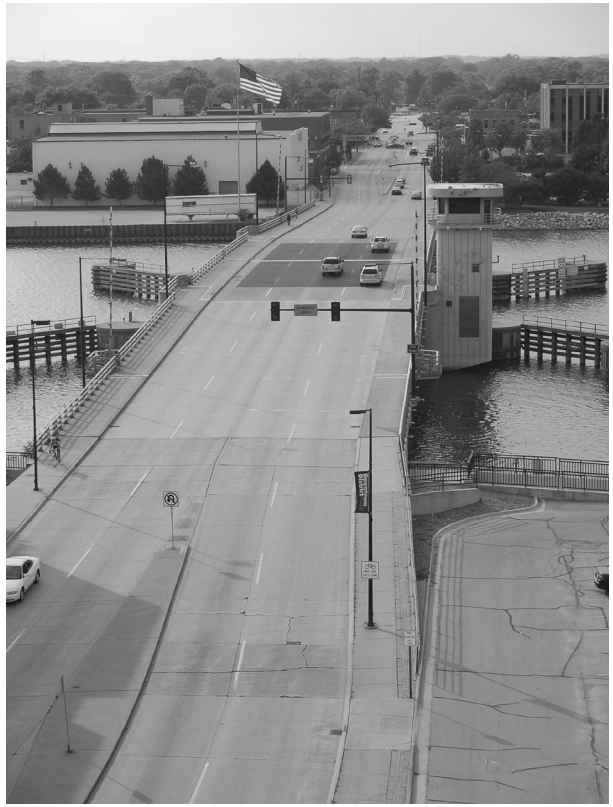
The bridges also offer an opportunity to create synergy between the downtown core and the Broadway District. Many public input participants spoke fondly about the bridges and the opportunities that they provide. However, one common criticism of the bridges was their utilitarian character and overemphasis on vehicular traffic. Many expressed that while crossing the bridge, pedestrians and cyclists try to enjoy the river and the view, but feel out of place and intimidated by the lack of space dedicated to them and the lack of separation between them and vehicles traveling at high speeds. Bridge enhancements seek to make the Walnut Street and Dousman Street bridges more inviting, safe, and comfortable for pedestrians and cyclists. These enhancements also seek to beautify the bridges with pedestrian scaled elements such as lighting fixtures, planting baskets, and signage (see Figure 16: Potential Bridge Enhancements Perspective). Adding these types of visually appealing elements to roadways and bridges has been found to calm traffic speeds. The Bridge Enhancements project proposes a way to cost-effectively transform the character and appearance of the Walnut Street and Dousman Street bridges, making them effective and enjoyable urban elements that serve all modes of transportation, rather than vehicular-only travel.

Additionally, the existing bridge lighting could be enhanced with further architectural lighting to extend the visual appeal of bridges into the evening and night hours. They also highlight the water during evenings and nights by creating reflections off of the ripples and flow of the water. Lighting elements can also serve as focal points and shorten the perception of bridge length, encouraging pedestrians to “cross the river.”

An example of bridge enhancements done in Philadelphia, Pennsylvania.

Light poles, special paving and banners can be used to make bridges more inviting to pedestrians and cyclists.

These bridges are under state jurisdiction, which will require coordination with Wisconsin Department of Transportation to understand what is feasible. An engineering study will be needed to understand the most cost-effective means to implement some of the enhancements. For example, further study may identify how pedestrian scale lighting can best be retrofitted into the bridge while minimizing impacts on snow and ice removal. This will allow for development of detailed cost estimates that can be used for budgeting.



Existing Walnut Street Bridge

Figure 16: Potential Bridge Enhancements Perspective (looking west from Walnut and Washington)

Transit Loop

One of the identified objectives of this Plan is to strengthen connectivity between the east and west sides of the Fox River. The two sides have developed over the last decade to have different, but complementary characters: the Broadway District's small shops and restaurants, and the corporate and office anchors and convention center of the east side. The Fox River creates a barrier between these two places. The length and lack of a comfortable environment crossing the bridges discourages people from crossing. Improving the ease and enjoyment of crossing the river is critical to better connecting these two areas.

A strategy for accomplishing this is to develop a transit circulator. This circulator is envisioned to travel in a loop between the two sides, potentially using Walnut, Broadway, Dousman, and Washington Streets as the route. It would make it easier to get across the river during lunch and after work to allow access and enjoyment of amenities on both sides of the river.

Downtown circulators have been deployed in many cities as a tool to complement existing transit networks. The Transportation Research Board (TRB) has conducted research to identify strategies for planning, operating, and financing a downtown circulator. This includes Transit Cooperative Research Program (TCRP) Synthesis 87 Practices in the Development and Deployment of Downtown Circulators and TCRP Report 61 Analyzing the Costs of Operating Small Transit Vehicles. Strategies for the successful operation of a downtown circulator are discussed below.

- Free (or Very Low) Fares - Set apart from the rest of a city's transit network, the downtown circulator was most successful when it was highlighted as a free, easy-to-use service.
- Short Route with Frequent Service - Successful downtown circulators are those that have short routes that are easy to comprehend. Equally important is frequency: the majority of circulators had bus headways between 10 and 15 minutes, as potential riders will be less likely to use a service that requires them to check a schedule or plan their trip in advance.
- Identify Target Market - It is important to identify and focus operations and marketing around one key market (e.g. downtown office workers) of potential riders. This helped to manage operations, reduce costs, and ensure that circulator stops are located within close walking distance to destinations where the primary target market wants to go.
- Transit Operator - Transit agencies were the most frequently cited agency charged with operation of the service, as they are most familiar with transit operations, and have the facilities and expertise to maintain transit vehicles.
- Outside Funding and Support - In addition to free or nearly-free fares, most cities surveyed indicated that outside funding was critical to the initial startup and success of the circulator. Having support from the business community and civic leaders is an important component in a circulator's success.

TCRP Report 61 developed an economic model to assist transit planners in identifying costs related to the purchase and operation typical transit vehicles within the U.S. The model identifies a range of purchase prices for buses, and average hourly wage rates for bus operations and maintenance.

Issues to consider when selecting a vehicle for a transit shuttle service include fuel type, size, fleet requirements, and operation and maintenance abilities. Vehicle capital costs could range from $79,000 to $206,000 for typical buses with average service life of 7 to 12 years. Operation and maintenance costs will depend on the type of bus, frequency of operation, and typical wages for bus operators and maintenance professionals.

Washington Street Enhancements

Historically Washington Street has been one of the primary commercial "main streets" of Green Bay's downtown. Historic photos show Washington Street lined with parked cars and bicycles, decorative pedestrian street lights, and a line of retail storefronts with display windows. Over the years, this character has changed, particularly when the downtown mall was built, historic buildings were lost, and the vibrancy that once existed outdoors along Washington Street was moved indoors into the mall.

Recent investment along Washington Street, however, has led to a renaissance of this great and historic street. While historic storefront buildings still occupy the west side of Washington between Cherry Street and CityDeck Court, new developments have revived the vibrancy and excitement of Washington Street. Both the new Children's Museum of Green Bay and the Nicolet National Bank building have brought new energy to Washington Street, while the new Schreiber Foods will soon bring hundreds of employees to Washington Street on a daily basis.

Although private development along Washington Street has given it a new and fresh face, the street itself appears worn and outdated. While pedestrians benefit from wide sidewalks along Washington Street today, many of the lighting fixtures along Washington Street are vehicular in scale and lack any architectural character. The brick and concrete paving is worn and showing its age and streetscape elements such as trash receptacles, bike racks, and benches are in some cases inconsistent from block to block.

Streetscape programs should incorporate pedestrian-scaled elements.

High quality streetscape materials and furnishings can help create a strong sense of place.

The City should prepare a streetscape program to enhance the visual appeal and quality of Washington Street, defining it as the important street that it is. Many cities have used streetscape programs to define a hierarchy of downtown streets, highlighting streets that prioritize pedestrian traffic and that function as primary commercial and retail corridors with high quality streetscape. Streetscape programs of this type should also incorporate a number of pedestrian-scaled elements such as pedestrian lighting, hanging baskets, bike racks, seating pockets, and trash receptacles that are consistent and uniform in style (see Figure 17: Potential Washington Street Enhancements Perspective). Visitors should intuitively know when they are on an important street and the environment should be comfortable and lively as a way to invite pedestrians to stroll, window shop, and continue to spend time along Washington Street.

A detailed design and engineering process will be necessary to move this project towards implementation. Significant community and stakeholder engagement should occur during plan development and refinement. As with any major roadwork project, the age of pavements and underground utilities should be identified and evaluated so that the project can be timed appropriately and efficiently. For example, if the major resurfacing or utility replacement on Washington is targeted in the next ten years, this project should be coordinated with those efforts to reduce redundancies. Additionally, the location of Washington Street within the downtown makes it appropriate for emphasizing pedestrians over vehicles. Therefore, pedestrian-friendly modifications to geometry (e.g., curb extensions that shorten pedestrian crossing distances, smaller curb radii, high visibility cross-walks, pedestrian crossing countdown timers, etc.) as well as bicycle enhancements, which were highly supported throughout the planning process, should be further evaluated for incorporation into the streetscape design. The City should identify and pursue appropriate transportation enhancement and transportation economic assistance grants to help with funding this project, as well as the use of TIF funds.

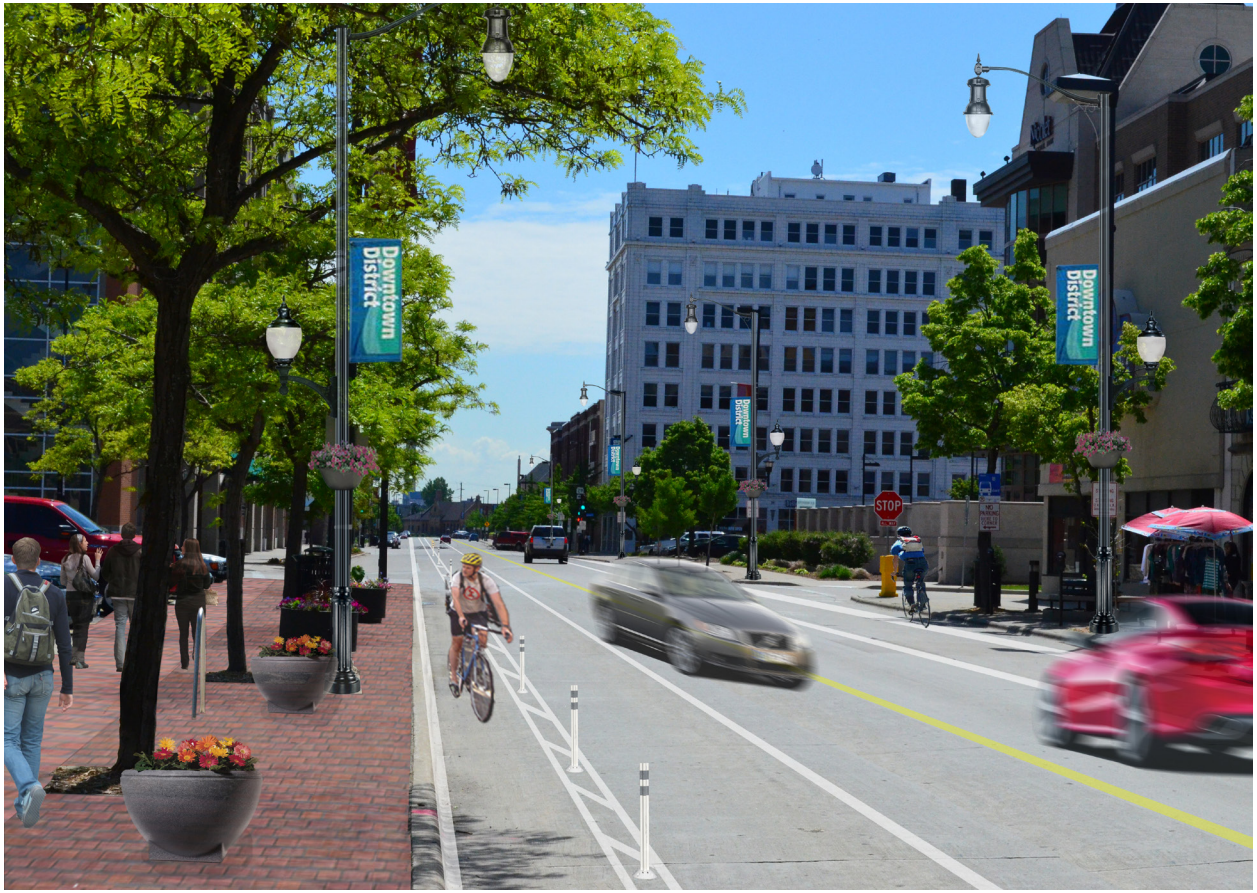


Figure 17: Potential Washington Street Enhancements Perspective

Madison/Jefferson Bike Lanes

As previously mentioned, bicycling enhancements and innovations were highly supported throughout the planning process. Additionally, safe and convenient bicycle routes in downtown have been ranked very highly as a priority. While the Fox River recreational trail accommodates a certain amount of bicycle traffic, there are few routes that serve those who cycle as a form of daily transportation or who have destinations located in the central downtown core. Due to their large pavement widths, Madison and Jefferson Streets have the potential to accommodate other transportation goals. Currently, Madison and Jefferson serve as one-way pairs with Madison oriented northbound and Jefferson southbound. Downtown one-way pairs were typically created in anticipation of congested and crowded downtown streets. They are intended to move traffic quickly through an area as efficiently as possible. Nationwide, many downtowns are reconsidering the appropriateness of downtown one-way pairs. It is no longer the goal to funnel traffic through a downtown as quickly and efficiently as possible, but rather to make streets inviting and to see streets as destinations rather than simply thoroughfares.

Both of these streets currently consist of two travel lanes and two parking lanes. The lane widths are excessive and encourage higher traffic speeds. Working with the existing curb alignments and in order to be cost effective, recommendations for improving Madison and Jefferson Streets include reducing travel and parking lane widths to allow for the dedication of one protected bike lane (see Figure 18: Potential Madison/Jefferson Streets Enhancements). Since each street can only accommodate one protected bike lane, it is envisioned that Madison Street would be designed to accommodate northbound bicycle traffic and

Existing conditions along Jefferson Street

Protected bike lanes

Potential protected bike lane

Jefferson Street would accommodate southbound bicycle traffic. While there has been wide community support for converting both streets to two-way traffic designation rather than one-way, additional study would be needed to understand the impact this conversion would have on the overall street network of downtown, particularly the Mason Street Bridge interchange.

Ultimately, it is recommended that both streets convert to two-way traffic, have lane widths reduced, and introduce a protected bike lane. Although the conversion to two-way traffic may take some time and study, lane reduction and the introduction of one protected bike lane on each street should be generally achievable without a significant amount of conflict or cost.

The first step towards implementation will be to develop detailed striping plans. This will allow for the concept to be reviewed and tested before implementation. One challenge that creates the need for review and refinement of this concept is the location of joint lines in the existing pavement as it relates to proposed striping. Depending on the materials, the joint lines create the impression of separate lanes as strongly as actual striping, which can lead to driver confusion. This can be offset with paving surface treatments and material choices, but they may increase the project cost.

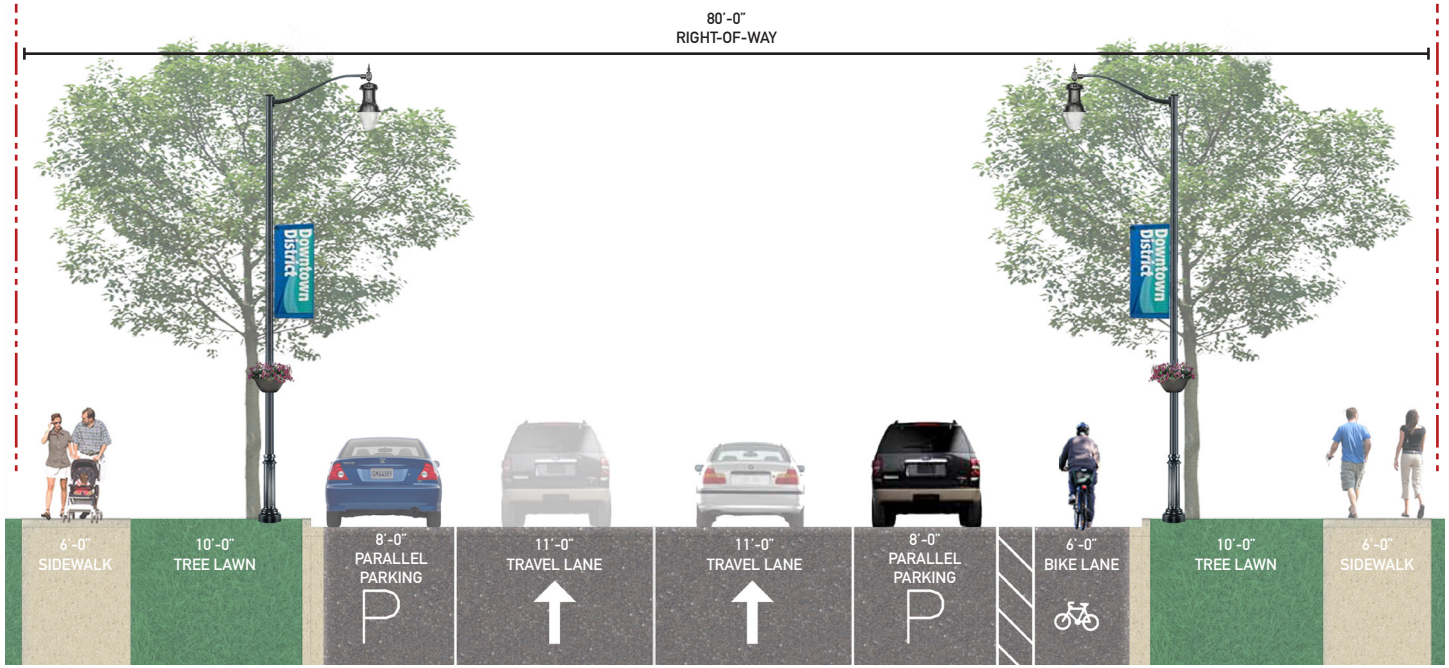


Figure 18: Potential Madison/Jefferson Streets Enhancements

Walnut Street Road Diet

Walnut Street is one of only three streets that provide a continuous east-west connection across downtown and across the Fox River. The other two are Mason Street and Main/Dousman Streets, both of which see a heavy amount of vehicular traffic at generally high speeds. As an important piece of the downtown transportation network, Walnut Street has the unique opportunity to become the primary east-west connection for pedestrian and bicycle traffic connecting the Navarino neighborhood with the downtown core, Fox River, North Broadway District, Seymour Park and Fort Howard neighborhoods.

Currently, Walnut Street consists of four travel lanes, two in each direction (see Figure 19: Existing Walnut Street Geometry). Based on recent traffic counts, four travel lanes on Walnut Street may not be necessary east of Monroe Avenue. Often a single center turn lane can work more efficiently to maintain a steady traffic flow rather than two travel lanes in each direction (due to the number of vehicles making left hand turns and causing unwanted lane changes and stops). The Walnut Street road diet project proposes reducing the number of vehicular lanes from four to three east of Monroe Avenue (see Figure 20: Potential Walnut Street Enhancements). A central turn lane would be utilized to handle left hand turns, while two travel lanes would accommodate all other through traffic. This reduction in the number of vehicular lanes would create the opportunity to introduce two bike lanes without requiring a realignment of the existing curbline, making the project very cost effective. This change in the roadway configuration would also help to calm traffic as motorists are typically less likely to speed or drive recklessly when adjacent to a bike lane and turn lane, as opposed to another travel lane of the same direction.

Existing conditions along Walnut Street

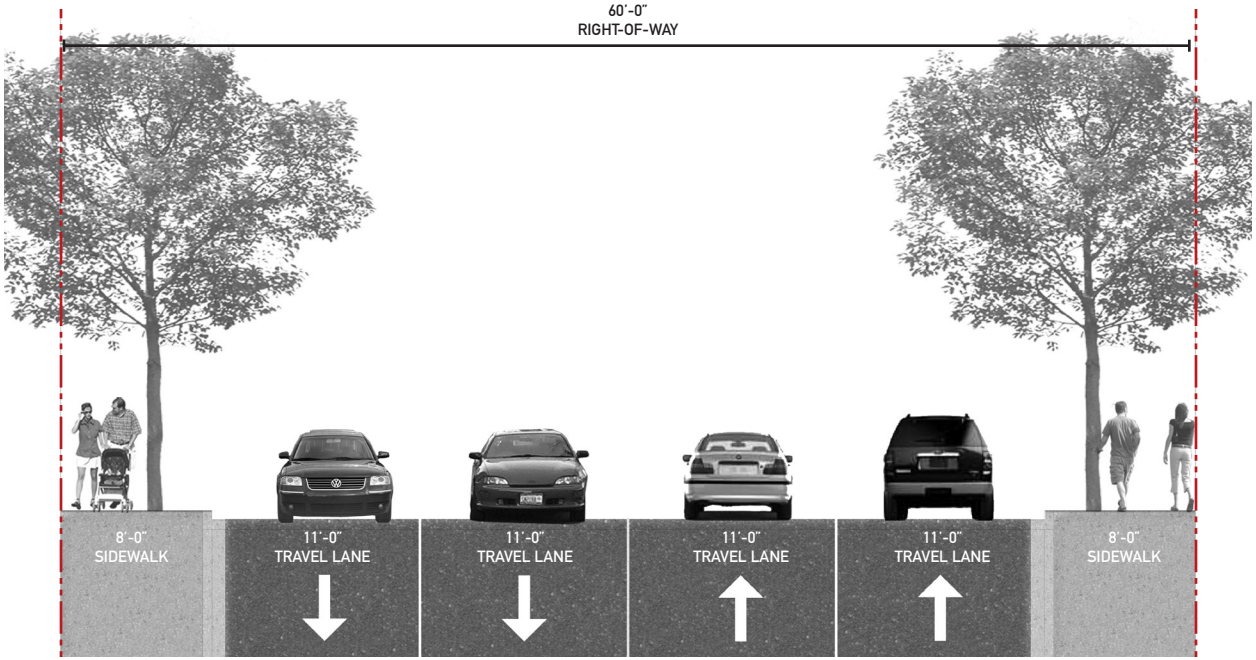


Figure 19: Existing Walnut Street Geometry

This project has the opportunity to transform the character of Walnut Street, from another roadway that prioritizes vehicular traffic flow to one that accommodates and encourages pedestrian and bicycle traffic.

Similar to the restriping of Madison and Jefferson, the first step will be developing detailed striping plans. Also, similarly, one of the challenges may be the location of joint lines. Specifically for Walnut Street, the City may want to conduct some traffic modeling of the roadway to create some technical support that the roadway will function appropriately at three lanes. Additional community and stakeholder interaction will likely be necessary to develop buy-in and support.

Dedicated bike lane

Dedicated bike lane

Dedicated bike lane

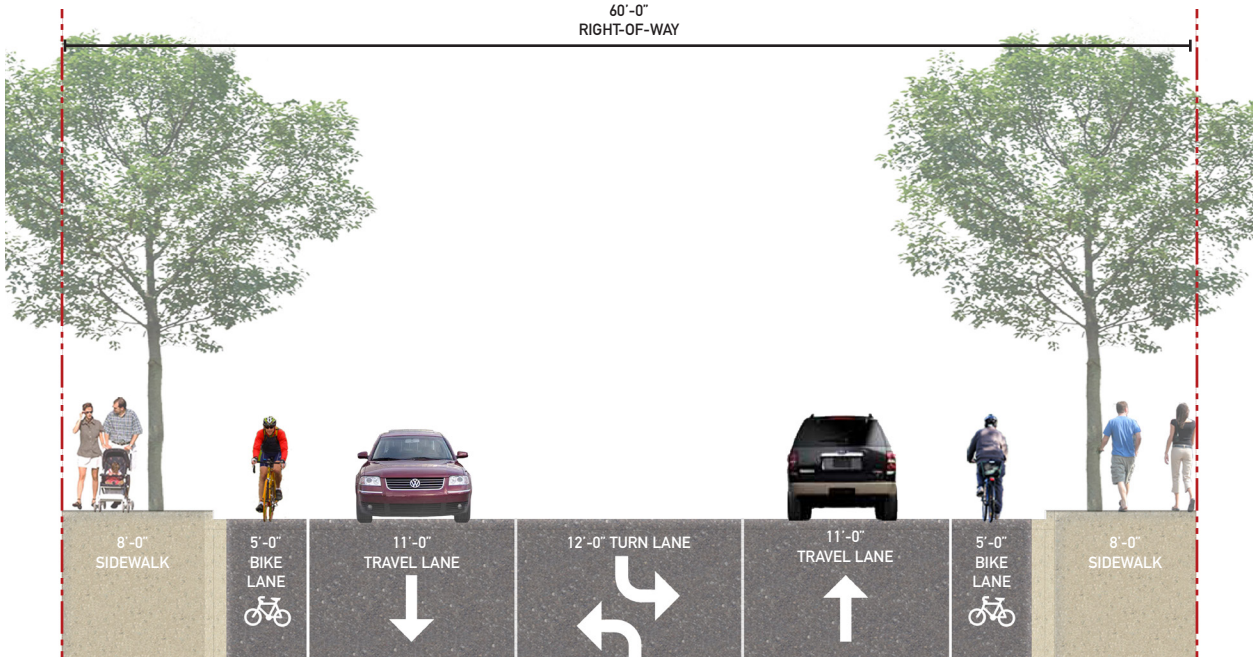


Figure 20: Potential Walnut Street Enhancements

Wayfinding Signage

Currently, Green Bay's downtown lacks a consistent wayfinding signage program. The current directional signs that have been implemented are difficult to read with too much information and text sizes that are too small. Additionally, they do not help to establish or reinforce the character or brand of the downtown. A new cohesive and consistent signage system should be implemented across the downtown, and throughout the City, to help direct residents and visitors to the key institutions and public parking. All new signs should bear in mind the standards established within the Federal Highway Administrations Manual for Uniform Traffic Control Devices (MUTCD) which provides regulations on reflectivity, color, contrast, text size and amount of information. In addition to readability, the design is critical for establishing and reinforcing a sense of place for the downtown. Therefore, colors, materials, integration of logos and other design factors, as shown in the directional sign concept (see Figure 21: Conceptual Directional Signs) should be considered during the development of the signs.

Placement of the signs will be important for directing residents and visitors appropriately. To do this, the City should develop a Wayfinding Master Plan that will help identify the priority routes, correct placement of signs, and help with implementation and phasing decisions. A preliminary wayfinding plan has been developed (see Map 3: Preliminary Wayfinding Plan) to help describe what will be needed. The final plan should be developed through input from various City departments, Downtown Green Bay Inc., On Broadway Inc., and Olde Main Street Inc. to help identify the desired destinations to be highlighted and the appropriate placement of signs to allow drivers to make decisions safely. It should also identify routes and potential sign locations for connecting the major highways to the downtown. Locations should be tested in the field to confirm visibility and checked against utility locations.

Depending on abilities and capacity, the Wayfinding Master Plan and sign designs could be handled by staff, or a design consultant could be hired to assist in the process. Similarly, the final signs could be constructed by the DPW or bid upon by signage fabricators, depending on the ability for DPW to undertake this type of project.

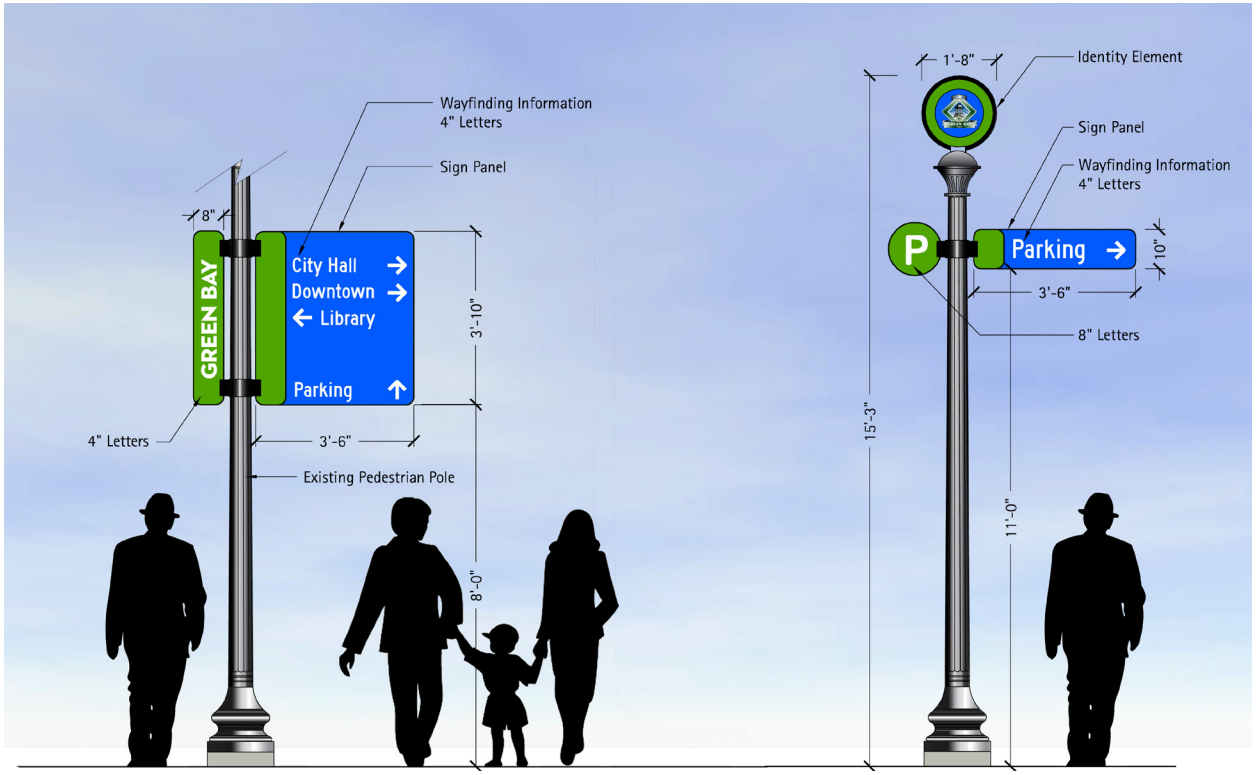
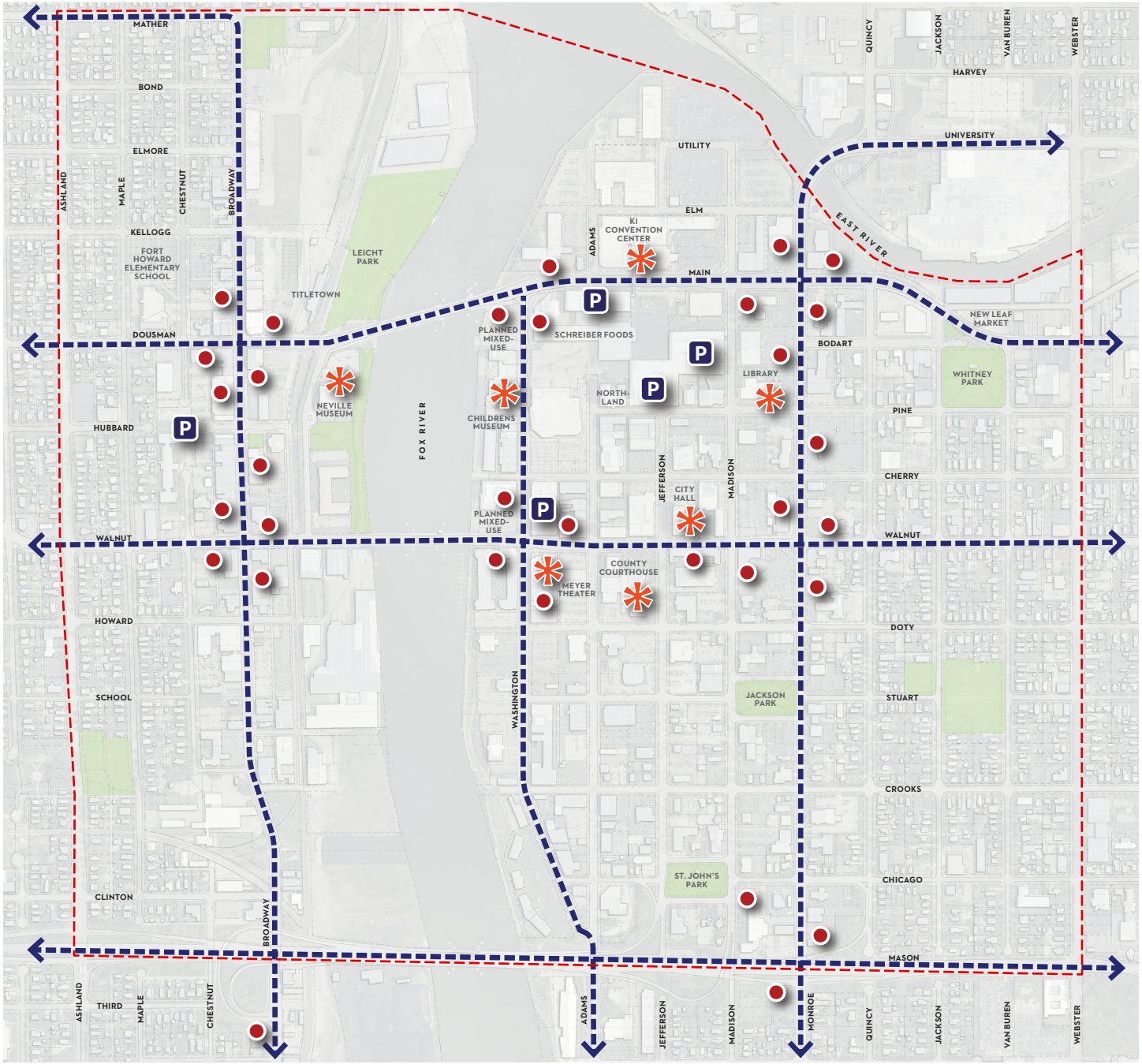


Figure 21: Conceptual Directional Signs

Legend

- STUDY AREA
- PUBLIC PARKING DESTINATION
- PRIMARY CORRIDOR
- CULTURAL DESTINATION
- GENERAL LOCATION RECOMMENDED FOR WAYFINDING SIGNAGE



NORTH

Map 3: Preliminary Wayfinding Plan

Transportation Policy

The transportation infrastructure provides the backbone of the downtown, and the City's policies on how to use and reconstruct a street will have a bearing on the downtown's character and sense of place. Transportation policy is focused on the area within a street right-of-way; it deals with not only physical improvement, but how the street is used, operated, and maintained. Note that it is not the intent of this section to establish City policy, but to point out policy-based approaches and programs that the City should further explore.

Roadway Network

Green Bay's downtown has a well-connected traditional street grid. Due to the downtown's development density, there is little room to expand the roadway network. Current traffic levels indicate that the roadway network can support additional development without requiring additional roadway investments in the short term. However, the additional amount of new development that the roadway network can accommodate in the long term should be analyzed. Additional analysis should consider the potential that increased walking, bicycling, and transit use can have on the development potential and transportation network capacity in the downtown.

Complete Streets Policy

The City should adopt a complete streets policy statement that defines how the street system in the downtown can accommodate all users including children, seniors, and the disabled. The Wisconsin Department of Transportation has stated that "Complete Streets are roadways designed and operated to enable safe, convenient, and comfortable access and travel for all users. Pedestrians, bicyclists, motorists, and public transport users of all ages and abilities are able to safely and comfortably move along and across a complete street." Wisconsin's Pedestrian and Bicycle Accommodations law addressing Complete Streets was codified in 2009 and is incorporated as State statute SS 84.01(35) and administrative rule as Transportation 75.

Bicycle And Pedestrian Plan

As reflected in the public participation process for this plan, people already identify Green Bay's downtown as a place that stands out in the community as pedestrian friendly. Strides made in recent years have improved both the pedestrian and bicycle friendliness of the downtown. Recent examples include the nearly ubiquitous use of "countdown" style pedestrian crossing signals at signalized intersections, the streetscape enhancements that have been installed on Walnut Street from Webster Avenue to East High School, and the six miles of new bicycle lanes and shared use ("sharrow") routes that were installed in the downtown and surrounding neighborhoods in 2012.

Complete Streets are roadways designed to enable safe, convenient, and comfortable access and travel for all users.

Cities are placing a greater emphasis on improving bicycle and pedestrian systems in downtown areas.

During the course of the planning process, strong support was shown for improving pedestrian and bicycle facilities downtown. Much of this support was expressed by residents, business owners, and workers who are seeking a transportation network that facilitates more walking and improved connections to the regional bicycle trail system. While some bicycle and pedestrian improvements were identified during the planning process, a comprehensive evaluation of the network should be undertaken. Cities are placing a greater emphasis on improving bicycle and pedestrian systems in downtown areas. The following best practices should be addressed in a comprehensive bicycle and pedestrian plan:

- Americans with Disabilities Act Conformance. Pedestrian accommodations must comply with the Americans with Disabilities Act (ADA) Accessibility Guidelines and the U.S. Access Board Public Rights of Way Access Guidelines (PROWAG). An ADA transition plan should be prepared to assist in scheduling and prioritizing these improvements.

- Crosswalks. Crosswalks in the downtown should be clearly marked with high visibility markings. Textured pavement should be avoided that creates rough surfaces for pedestrians using wheelchairs, elderly pedestrians, and pedestrians pushing strollers.

- Curb Ramps. Where feasible, curb ramps at crosswalks should align directly with the crosswalk and direct pedestrians using wheelchairs and pedestrians pushing strollers in a straight path from the ramp to the crosswalk. The radius at corners should be small to reduce the length of pedestrian crossings and reduce pedestrian/motorist conflicts by reducing vehicle turning speeds.

- Curb Extensions. Where appropriate and practical, curb extensions could be considered downtown to more clearly identify where on-street parking bays are located and to reduce the length of pedestrian crossings. The additional sidewalk space created through the construction of a curb extension also provides space for infrastructure including lighting, traffic signal and utility poles, benches, bicycle parking, and can create room for outdoor restaurant seating. On the other hand, curb extensions create obstacles for snow plowing. Further study must take snow removal operations into consideration.

- On-Street Bike Facilities. Appropriate downtown streets should accommodate bicyclists. The City already has bike lanes and signed routes on some of its streets. In addition to conventional bike lanes, protected and buffered bicycle lanes should be considered as tools to help make the network safer and comfortable for a wider variety of bicyclists.

- Bike Parking. Bike parking provides a low-cost way to provide a significant increase in parking at a fraction of the cost of on-street or off-street automobile parking.

- Bus Stops. Bus stops should be accessible to people of all ages and abilities. The paved waiting area or pad should be adjacent to the sidewalk as well as the curb for smooth boarding and alighting and include information signs. For stops with more passengers, benches and shelters should be installed.

- Pedestrian Modal Hierarchy. Some of the streets downtown are very pedestrian focused including Broadway, Washington, and Pine. Transportation policies, programs, and projects should emphasize these as pedestrian streets and place a priority on pedestrian movements over other modes.

Parking Policy

Downtown parking is complex because it involves both the public and private sectors and is influenced by transportation as well as land use policy. Demand for public parking is affected by price, which is determined by the City. Parking policies also can influence the use of alternative forms of transportation- biking, walking, and transit. As the cost of driving increases due to roadway congestion and gasoline and parking prices, more people will be inclined to use alternative forms of transportation.

The City should continue to examine and update its policies in regard to downtown parking supply and demand and how these policies affect land use development and the use of alternative forms of transportation. The City provides public on-street and off-street parking. The private parking supply is influenced by the City's parking requirements within the zoning ordinance.

Currently, there is a surplus of parking in the downtown due to limitations on how it may be used. Much of the private, off-street parking is use-restricted and cannot be shared (e.g. employees only, no overnight parking), resulting in low utilization rates during different times of the day. Some public as well as private parking lots would be better devoted to tax-revenue producing development. Reducing the combined amount of surface parking also would improve urban appearance and design.

A downtown with too many surface lots can have a negative effect on urban design and discourage walking. When surface lots are situated between buildings and occupy space adjacent to the sidewalk, they break up the appearance of a continuous building frontage, limit the number of destinations along a block, and create zones that deter walking.

The City recently conducted a Downtown Parking Study prepared by Desman Associates. This study stated that there is considerable available public parking capacity in City-owned ramps and the on-street parking supply. The study mentioned that the Main Street ramp will be demolished within 15 years (at the end of its structural life-expectancy). Also, the Adams Street parking lot may be converted to a redevelopment site. If both of these facilities were eliminated and additional new development occurs, the downtown parking surplus would be eliminated and there would be a need for additional parking at that time. The study also mentions that the Pine Street Ramp is in need of renovation. The renovation should occur before the Main Street ramp is demolished.

Recommendations related to increasing downtown density can only occur with changes in how parking is addressed. City efforts should strive towards policies that encourage better utilization efficiency and allowing surface parking to be used for development. The City should consider the following steps to improve the utilization and efficiency of downtown parking facilities:

Existing parking ramp in Downtown

- Undertake a Private Parking Inventory/ Utilization Study - The City recently conducted a parking study that focused on public parking, but did not review the private parking. An analysis of private parking would help determine what surplus exists in the private sector to better estimate the extent to which private parking could be reduced, utilization could be improved, and land could be freed up for potential development.
- Reduce Parking Requirements for New Development - Requiring off-street parking on single-lot developments can create an oversupply of parking as shown in the examples provided (see Figure 22: Conventional Parking Scenario and Figure 23: Shared Parking Scenario). Public parking is more efficient in a downtown area as it can be shared by multiple uses whose demand peaks at different times during the day and night. For example, parking demand peaks for office workers during the day and demand for restaurant parking peaks in the evenings and on weekends. Reducing required parking can result in cost-savings that create more development demand and increased tax revenue.

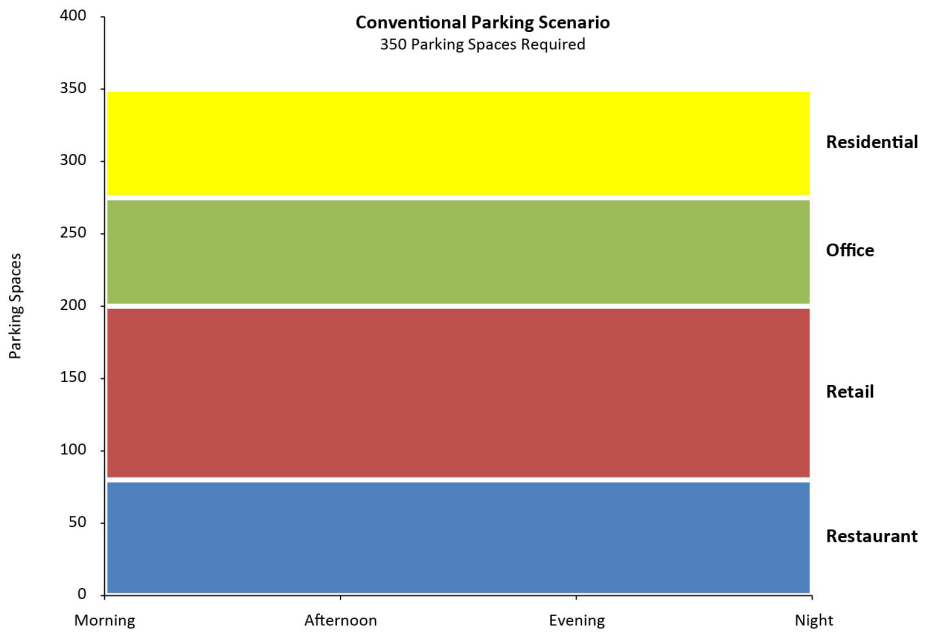


Figure 22: Conventional Parking Scenario

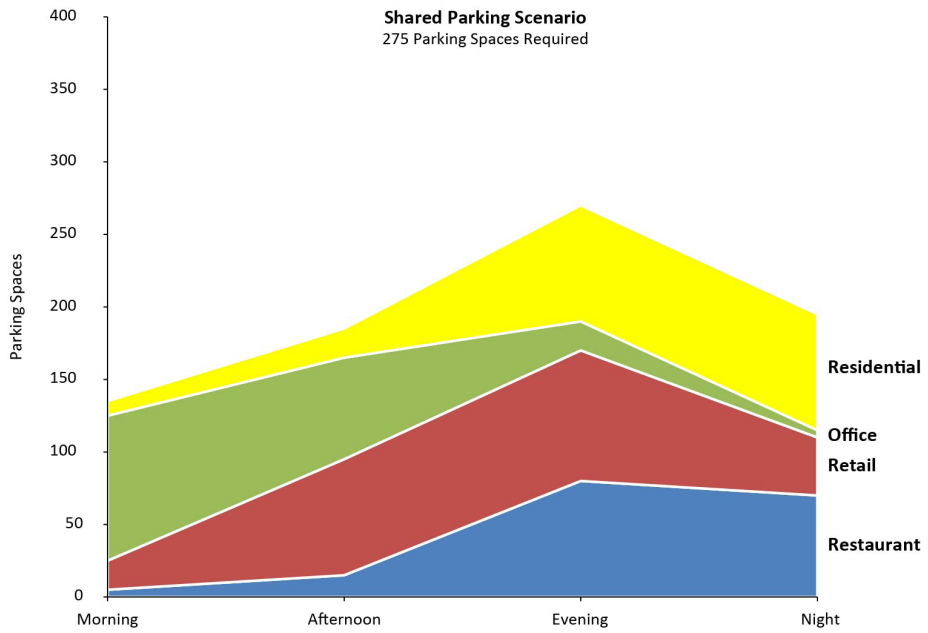


Figure 23: Shared Parking Scenario

- Create Parking Guidelines and Incentives for Developers- Given that parking conditions vary in the downtown on a block by block basis, it may be more appropriate to review new developments based on surrounding factors and make adjustments based on conditions in the immediate area. Parking regulations often lack flexibility. In areas like the downtown, flexibility is needed to adjust to areas that have a surplus of parking and to meet the demands of different types of development. The City's zoning ordinance was reviewed with respect to a series of parking adjustment factors shown below to identify where opportunities exist to increase flexibility in parking requirements. The guidelines may be used to encourage developers to provide extra parking for public purposes or to determine when fee-in-lieu is desirable (see Table 1: Parking Requirement Adjustment Examples). Guidelines, rather than regulations would provide the flexibility that is needed as conditions change with each new development .

Table 1: Parking Requirement Adjustment Examples

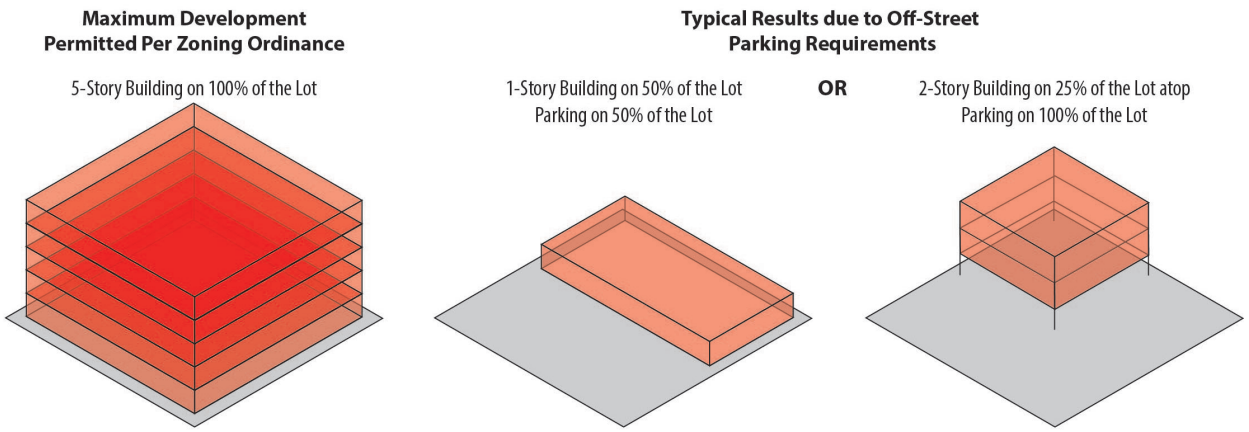
Factor	Description	Typical Adjustment	Does Green Bay Do This?
Residential Density	*Number of residents or housing units per acre/ hectare.*	*Reduce requirements 1% for each resident per acre: Reduce requirements 15% where there are 15 residents per acre and 30% if there are 30 residents per acre.*	*No*
Employment Density	*Number of employees per acre.*	*Reduce requirements 10-15% in areas with 50 or more employees per gross acre.*	*No*
Land Use Mix	*Range of land uses located within convenient walking distance.*	*Reduce requirements 5-10% in mixed-use developments. Additional reductions with shared parking.*	*Somewhat*
Walkability	*Walking environment quality.*	*Reduce requirements 5-15% in walkable communities, and more if walkability allow more shared and off-site parking.*	*No*
Demographics	*Age and physical ability of residents or commuters.*	*Reduce requirements 20-40% for housing for young (fewer than 30) elderly (over 65) or disabled people.*	*No*
Public Parking	*Surplus public parking within ¼ mile*	*Reduce requirements based on surplus parking that is available*	*Yes*
Housing Tenure	*Whether housing are owned or rented.*	*Reduce requirements 20-40% for rental versus owner occupied housing.*	*No*
Unbundling Parking	*Parking sold or rented separately from building space.*	*Unbundling parking typically reduces vehicle ownership and parking demand 10-20%.*	*Not sure*

Source, Todd Litman, Parking Management Best Practices, Planners Press, 2006

- Allow Fee-in-lieu of Parking- On smaller properties or with adaptive reuse of vacant buildings, providing parking can be difficult. Parking requirements can discourage new development. Currently, off-street parking downtown occupies approximately 14% of total block area. Current parking requirements would not have permitted the development of existing buildings and continuous street walls currently in existence in many parts of downtown. Allowing developers to pay a fee-in-lieu of parking can provide an attractive alternative that improves urban design. Revenues generated under this practice can be deposited in an account that would be used by the City exclusively to fund new parking facilities in proximity to the site.

- Promote Private Development of Public Parking- Developers can be encouraged to provide extra parking for public use. The City could offer incentives to encourage public parking through extra floor area ratios or increased building height. The City also owns some surface parking lots in the downtown. These properties could be privatized or spaces may be leased to offset required parking in private development.

- Reduce Surface Parking Lots- Surface parking lots that are adjacent to the sidewalk should be reduced in the downtown core. Many lots can be converted over time through changes in zoning regulations. Developers can be encouraged to include structured public parking along with new buildings. An alternative would be to lease or sell a property to private developers who would be willing to provide public parking along with a building. Surface lots may be created by zoning regulations that run counter to the City's vision for downtown. The figures below (see Figure 24: Effect of Off-street Parking Requirements on Development) illustrate how new construction would be expected to look given the current zoning ordinance requirements outside the planned development process. When parking regulations are applied, often the developer cannot meet the maximum floor area or building height while adhering to off-street parking requirements.



Assumptions & Calculations (Based on a typical downtown zoning)

Typical Land Use:	Office, Professional Services, Sales
Typical Downtown Block:	90,000 square feet of developable land
Floor-to-area Ratio:	5.0
Required Parking:	1 space for every 300 square feet of gross floor area
Typical Parking Space:	275 square feet (9' x 30.5' includes loading, aisles)
Building to parking ratio:	1.091

Figure 24: Effect of Off-street Parking Requirements on Development

Canadian National Railroad

During the planning process, many community members expressed concern that the Canadian National Railroad created a barrier between the Broadway District and downtown core. While the barrier could be physically removed by lowering the tracks and bridging the roads over the tracks or relocating the railroad out of the downtown, it is recognized that the costs would be prohibitive. It was then suggested that the railroad crossing time be restricted. Railroads are under regulation by the State of Wisconsin and the Federal Railroad Administration and municipalities have little or no regulatory authority over railroads. However, the city could negotiate with the CN Railroad to reduce the crossing times of freight trains. The city should consider improvements at the railroad crossing consisting of streetscape and pedestrian improvements to minimize the barrier effect that the railroad crossing makes.

The Canadian National Railroad tracks near Titletown Brewery

Section 5 - Implementation

Roles & Responsibilities

Establishing effective public/private partnerships and building local organizational capacity and leadership will be critical to long-term success in implementing the AuthentiCity Plan. Partnerships between the City and entities such as Downtown Green Bay Inc., On Broadway Inc., the Chamber, and other groups, will be especially vital in leveraging financial and human resources to accomplish more complex revitalization initiatives, such as facilitating new development, recruiting new businesses, and in managing ongoing marketing and promotion activities. Such partnerships can also maximize the leadership necessary from both the private and public sectors to help steward plan implementation from its early stages to the long term. Key partnership and organizational development steps that should be considered include:

City of Green Bay - The City will continue to take a lead role in directing and shaping downtown development and in moving forward the AuthentiCity Plan. Various City agencies are vital to continued downtown success, including the Mayor's Office, Planning and Community Development, Economic Development, Public Works, Parks, Recreation, and Forestry, Green Bay Metro Transit, Finance, Police and Fire, and others. Key roles and responsibilities for the City include:

- Formally approving the Plan.
- Revising zoning and other relevant development codes to support continued downtown revitalization and redevelopment. An assessment of local zoning codes should focus on increasing flexibility for desired future land uses while providing more guidance around elements of the appropriate building form and design.
- Continuing the discussion toward detailed design documentation for recommended streetscape, signage, parks, and other physical improvements, working closely with appropriate stakeholders.
- In cooperation with its implementation partners, identifying and securing funding sources for recommended physical improvements, any future branding and marketing efforts, and continued business retention and attraction efforts.
- Meeting directly with the owners of key opportunity sites and existing buildings to encourage their involvement and participation in catalytic development and revitalization projects.

Green Bay Redevelopment Authority - As the RDA continues to oversee the formulation and implementation of the City's redevelopment plans, it should consider the recommendations of the AuthentiCity Plan. The RDA has made great strides in its mission to revitalize blighted, obsolete, and underutilized sites and buildings in the community, and portions of the downtown will continue to benefit from the work of the RDA. Of particular importance to the downtown is the RDA's role in determining whether gap financing is available and appropriate to help realize the catalytic redevelopment projects identified in this plan.

Green Bay Plan Commission - The City's comprehensive plan, zoning code, subdivision controls, and other long range planning and implementation measures are established and administered by the Green Bay Plan Commission. The Plan Commission will ensure compatibility between the city-wide comprehensive plan and the AuthentiCity Plan for downtown. Their participation will be vital in evaluating the effectiveness of the city's zoning regulations and in exploring alternatives for improving downtown design guidelines and historic preservation measures. Of particular importance to the downtown is their ongoing involvement in evaluating requests for zoning district changes, conditional use permits, comprehensive plan amendments, and the like.

Business Improvement Districts - The three downtown area Business Improvement Districts, Downtown Green Bay Inc., On Broadway Inc., and Olde Main Street Inc., should continue to collaborate with the City while incorporating elements of the plan in their own organization's mission and activities. The continuation of regularly scheduled meetings with City staff to streamline collaboration activities is paramount.

Green Bay Convention & Visitors Bureau - The Greater Green Bay Convention and Visitors Bureau (CVB) currently undertakes a variety of activities and initiatives that promote tourism and conventions to Downtown Green Bay. The CVB can participate and collaborate with the City, the BIDs, and other stakeholder groups on downtown marketing, special event and branding activities; particularly as it relates to the expanding Convention Center.

Mosaic Arts of Green Bay - Mosaic is a non-profit organization that produces events and promotes community art activities. Mosaic should continue to participate with the City to appropriately incorporate art in public spaces and collaborate with private developers to incorporate art into the design of publicly accessible common areas.

Corporations - Local corporations can become sponsors for a variety of Downtown initiatives, such as special events and public improvements, as well as investors in specific Downtown revitalization projects. Additionally, corporations could network with the City and BIDs to optimize downtown quality of life and employment attraction activities.

Business/Property Owners - To show immediate action and positive progress in revitalizing downtown, local business and property owners can initiate property improvements while adhering to best design practices appropriate for the redevelopment's surroundings. They can also become involved with BID activities if they are not already.

UW-Green Bay/Northeast Wisconsin Technical College - City, County, and corporate relationships with higher educational institutions should be strengthened. All parties should be open to finding solutions to employment and educational growth while utilizing the assets of downtown.

Neighborhood Associations - Several of Green Bay's established Neighborhood Associations are found within the study area for this plan: Fort Howard, Seymour Park, Navarino, and Downtown. Their participation in this planning process helped to shape the livability components of the goals and vision, and their continued involvement is vital to implementation. In particular, neighborhood input will be helpful in the design stage of the various recommended physical improvements as well as continuing to advocate for public art, enhanced green space, walkability and bikeability, and the continued growth of retail and service businesses convenient to the surrounding neighborhoods. The Green Bay Neighborhood Leadership Council and individual Neighborhood Association meetings will continue to be important venues for communicating, sharing ideas, and building an even stronger sense of community.

Other Important Partners - While not as heavily or regularly involved in downtown revitalization efforts as the organizations and stakeholders identified above, other key partners are equally important when collaborative opportunities arise. These are the other local, regional, and state level organizations that complete the economic development picture through business retention and attraction efforts, marketing and branding initiatives, grant administration, and entrepreneurial development tools.

- Green Bay Area Chamber of Commerce
  - Advance
- The New North
- Wisconsin Economic Development Corporation

Funding Sources

Funding from municipal, county, state and federal sources as well as local foundations, corporate, and civic and business organizations will be needed to finance elements of the AuthentiCity Plan. Public infrastructure, riverfront and streetscape improvements, and gap financing programs for redevelopment will be the most significant expenditures and thus should be prioritized according to this Plan's strategies and recommendations. Key funding sources and incentive programs that should be explored further as critical downtown plan implementation tools include:

CAPITAL IMPROVEMENT

Most communities incorporate some aspects of Master Plan public improvement initiatives within the municipal capital improvements plan, which should be evaluated on an annual basis. Capital improvement funding could be used to support various projects outlined in the Plan, including:

- Street improvements and streetscape implementation
- Public parking improvements
- Signage and wayfinding programs
- Waterfront development
- Public building interior and exterior improvements

Recognizing that public budgets are extremely limited in the current economy, the City should investigate public/private partnerships and shared improvements and funding opportunities with other taxing bodies.

TAX INCREMENT FINANCING (TIF)

Tax Increment Financing is a State authorized program administered by a municipality that allocates future increases in property taxes from a designated area for improvements dedicated to that area. While TIF is typically used for infrastructure and urban design improvement, it can be used for specific economic development activities, such as gap financing for new development or adaptive use projects.

GENERAL REVENUE BONDS

Depending upon the City's bond rating and current bond/debt load and retirement, the City may investigate the ability of long-term bonds for specific portions of the Strategic Development Plan in order to facilitate redevelopment activities. Bonding for public infrastructure, open space or streetscape improvements, or site acquisition, are some of the key catalytic Master Plan elements that should be considered. The City should seek professional consultation to evaluate these opportunities.

NEW MARKET TAX CREDITS

The New Markets Tax Credit Program (NMTC), established in 2000 and administered by the U.S. Treasury with the goal of spurring the revitalization of low-income communities and neighborhoods. The NMTC Program provides tax credit incentives to investors for equity investments in certified Community Development Entities (CDEs), which must have a primary mission of investing in low-income communities and persons. Commercial and mixed-use real estate projects are among the eligible categories, as are community facilities and operating businesses. The NMTC will provide only a portion, perhaps 15 percent to 20 percent of the capital needed for a project, so other layers of financing will be needed.

HISTORIC PRESERVATION TAX CREDITS

Since 1976, the National Park Service, in partnership with the Internal Revenue Service and the Wisconsin State Historic Preservation Office (SHPO), has administered the Federal Historic Preservation Tax Credit Program to encourage rehabilitation and reinvestment in historic buildings. A 20 percent tax credit is provided to owners of income-producing historic buildings who undertake a substantial rehabilitation project in which rehabilitation costs must be equal to or greater than the property's adjusted basis. The State of Wisconsin offers a companion 20 percent tax credit that can be used in conjunction with the Federal program. Incentives are proposed to be used for the redevelopment of the Northland Hotel and could be used to finance the adaptive use of some of downtown's other larger historic buildings. Projects seeking both credits will be reviewed by the Wisconsin SHPO for compliance with the Secretary of the Interior's Standards for Rehabilitation.

EQUITY FUND/COMMUNITY SUPPORTED FINANCING

The possibility of forming an equity fund for business capitalization and expansion for downtown businesses should be explored. This might take the form of a small group of investors pooling funds to create one or more needed businesses, or a downtown small business venture fund seeded and capitalized by private individuals, local and regional foundations, and government grants. Community financed businesses can also be structured as cooperatives or as local stock corporations, which could be a realistic solution for certain projects.

Additionally, customer-owned cooperatives and community-owned stores structured as local stock corporations have become increasingly common in starting new grocery stores in under-served markets.

An equity fund can also be used in combination with building improvement grant programs developed by the City or other entities.

GRANTS

Certified Local Government Grants

Certified Local Government grants are federally sourced matching grants administered by the Wisconsin State Historic Preservation Office. Grant amounts range from $3,000 to $30,000 and require a local 30 percent match. Eligible project expenses include:

- Design guidelines
- Historic resource surveys
- Preservation education initiatives

Jeffris Family Foundation

The Jeffris Family Foundation, based in Janesville, Wisconsin, is dedicated to preserving the State's cultural history and heritage through the rehabilitation of regionally and nationally important historic buildings and decorative arts projects. The Foundation supports significant projects that strive for high preservation standards and show a strong degree of local support. The Foundation funds the following types of historic preservation projects:

- Capital improvement projects that are consistent with and part of an overall master plan or Historic Structures Report.
- Research projects such as historic structure reports and color analysis.
- Publications that document historic preservation projects, projects documenting significant events or activities related to Wisconsin's history, or projects furthering the cause of historic preservation in Wisconsin.

Wisconsin Humanities Council

The Wisconsin Humanities Council grant program provides support for public humanities programs that encourage participants to converse, connect, and reflect upon our world. The Council provides grant opportunities to local historic preservation commissions and historical societies to undertake projects that promote a greater public understanding of their community's built heritage. Downtown historic building tours, preservation workshops and special events centered around heritage themes are typical projects funded by Council Grants.

Transportation Enhancement Grants

Transportation Enhancement (TE) activities offer funding opportunities to expand transportation choices and enhance the transportation experience through 12 eligible TE activities related to surface transportation, including pedestrian and bicycle infrastructure and safety programs, scenic and historic highway programs, landscaping and scenic beautification, historic preservation, and environmental mitigation. TE projects must relate to surface transportation and must qualify under one or more of the 12 eligible categories.

Transportation Economic Assistance

Transportation Economic Assistance is a program that provides a 50% federal match for projects involving transportation improvements that are intended to attract or retain employers in Wisconsin or to encourage local employment expansion. The provision of parking as a condition of employer location or expansion in Green Bay may be seen as a potential grant opportunity to assist in constructing a parking structure.

Highway Safety Improvement Program

The Highway Safety Improvement Program is aimed at reducing crashes on roadways with high crash rates. An emphasis is placed on low-cost improvements that are shown to reduce crashes. Signal coordination, speed reductions through design, such as road diets, and the provision of adding bike lanes to select streets to reduce crashes may be considered potential improvements that could be made possible through HSIP. This program is a 90 percent match, requiring only a 10 percent contribution in the form of local or state funds.

Donald Driver Way looking north

Implementation Sequence

Since implementing the Downtown Master Plan will take time as well as the collaboration of several agencies and organizations, setting clear priorities and expectations at the beginning of the revitalization process will be critically important to achieving short term goals and building the momentum necessary for undertaking more complex projects in the long term. Setting priorities will also help in coordinating implementation efforts between the public sector and other implementation partners more effectively. Therefore, an implementation sequence that outlines specific initiatives and the general timeline for their start and completion is presented on the following pages. Economic and political conditions at the local, state and Federal levels, along with the availability of project funding sources and financing, will largely influence the overall implementation timeline and when projects are undertaken and completed.

The challenge then is to determine project priorities that will generate positive short-term impacts, but also set the groundwork in motion for future implementation projects that can be sustained by community support and adequate funding.

On-going (1-10 Years)

- Neighborhood Infill
- Larsen Green (phased)
- Pedestrian & Bicycle Improvements (phased)
- Transit Enhancements (phased)
- Monroe Corridor

0-2 Years

- Broadway District Parking
- Wayfinding Signage
- Parking Policy
- Cultural Plan
- Historic Preservation and Design Review Planning

3-5 Years

- Madison/Jefferson Bike Lanes
- Walnut Road Diet
- Downtown Character Policies
- Review, evaluate, and update the Downtown Master Plan

6-10 Years

- Downtown Core Enhancements
- Increased Downtown Density
- Shoreline Enhancements
- Hubbard Street Promenade
- Bridge Enhancements
- Washington Street Streetscape

In addition to the specific plan implementation activities discussed here, the plan itself should be evaluated for performance and updated to reflect changing conditions and community priorities. Evaluation and updates should occur on a regular basis- at least once every five years.

The Implementation Strategy Matrix shown on the following pages provides a breakdown of the major redevelopment concepts/initiatives prepared as part of the Downtown Plan. Included in the Matrix are the essential details related to each concept/ initiative.

IMPLEMENTATION STRATEGY MATRIX
ON-GOING (1-10 YEARS)

LEGEND: BID: Business Improvement District
TIF: Tax Increment Financing

Concept / Initiative	Page	Community Prioritization	Responsible Parties and Partners (Project Lead in BOLD)	Funding Sources
TRANSIT ENHANCEMENTS (Phased Implementation)	59, 68	Low	• **Green Bay Metro Transit** • City of Green Bay Public Works Department • City of Green Bay Planning & Development Department • Downtown Green Bay Inc. • On Broadway Inc. • Private Businesses	• City Funds • Private Funds • Grants
NEIGHBORHOOD REINVESTMENT	50	Medium	• **City of Green Bay Planning & Development Department** • NeighborWorks Green Bay • Green Bay Redevelopment Authority • Neighborhood Associations	• City Funds • Private Funds • Grants
PEDESTRIAN & BICYCLE IMPROVEMENTS (Phased Implementation)	56	Medium	• **City of Green Bay Planning & Development Department** • City of Green Bay Public Works Department • Downtown Green Bay Inc. • On Broadway Inc.	• City Funds • Grants
LARSEN GREEN (Phased Development)	22	High	• **City of Green Bay Economic Development Department** • City of Green Bay Planning & Development Department • On Broadway Inc. • Green Bay Redevelopment Authority • City of Green Bay Public Works Department • City of Green Bay Parks, Recreation, & Forestry Department • Private Developers	• Private Funds • TIF • City Funds • WEDC Grants • EPA Brownfields Grants
MONROE CORRIDOR	28	High	• **City of Green Bay Economic Development Department** • City of Green Bay Planning & Development Department • City of Green Bay Public Works Department • Green Bay Redevelopment Authority • Private Developers • Navarino and Downtown Neighborhood Assoc.	• City Funds • TIF • Private Funds

LEGEND:
$ < $100,000
$$ $100,000 - $500,000
$$$ $500,000 - $2,000,000
$$$$ >$2,000,000

NOTE: Note that some actions or tasks may be able to run concurrent to each other

Cost Level	Actions / Key Tasks	Actions / Task Duration
$$	• Identify priority locations/stops • Develop design standards for enhancement concepts • Work with local businesses on sponsorship opportunities • Identify vendor(s)/fabricator(s) • Implement and install	• 3 months • 3 months • On-going • 3 months • Phased
$	• Continue education and support programs • Review zoning and other ordinances for barriers to townhomes • Make modifications as necessary to zoning/ordinances • Conduct outreach to development community to create awareness	• On-going • 6 months • 12 months • On-going
$$	• Develop Complete Streets policy • Develop Pedestrian & Bike Plan • Identify priority projects • Secure funding	• 12 months • 12 months • 3 months • 6 months
$$$$	• Conduct additional environmental testing • Modify PUD • Conduct environmental remediation if necessary • Conduct RFO process to select developer(s) • Secure funding sources to overcome gaps in financing	• 6 months • 6 months • 3 months • 6 months • 3 months
$$$	• Complete roadway improvements • Develop final Regulating Plan • Prepare Form-Based Code • Develop marketing materials and market site	• Anticipated Fall/2014 • 3 months • 6 months • On-going

IMPLEMENTATION STRATEGY MATRIX
0-2 YEARS

LEGEND: BID: Business Improvement District
TIF: Tax Increment Financing

Concept / Initiative	Page	Community Prioritization	Responsible Parties and Partners (Project Lead in BOLD)	Funding Sources
PARKING POLICY	70	Medium	• **City of Green Bay Public Works Department** • City of Green Bay Planning & Development Department	• City Funds
WAYFINDING SIGNAGE	66	Medium	• **City of Green Bay Planning & Development Department** • City of Green Bay Public Works Department • Downtown Green Bay Inc. • On Broadway Inc. • DOT • Convention and Visitors Bureau • Neighborhood Associations • Design Review	• City Funds • Grants
CULTURAL PLAN	53	Medium	• **City of Green Bay Planning & Development Department** • Downtown Green Bay Inc. • On Broadway Inc. • Olde Main Street Inc. • Mosaic Arts, Inc. • UW-Green Bay	• City Funds • Grants
BROADWAY DISTRICT PARKING	40	High	• **On Broadway Inc.** • City of Green Bay Planning & Development Department • City of Green Bay Public Works Department • Property/Business Owners • Fort Howard Neighborhood	• City Funds • Private Funds • BID Funding
HISTORIC PRESERVATION & DESIGN REVIEW PLANNING	53	High	• **City of Green Bay Planning & Development Department** • Historic Preservation Commission • On Broadway Inc. • Downtown Green Bay Inc.	• City Funds • Grants

LEGEND:	$ < $100,000	$$ $100,000 - $500,000	$$$ $500,000 - $2,000,000	$$$$ >$2,000,000	NOTE:	Note that some actions or tasks may be able to run concurrent to each other

Cost Level	Actions / Key Tasks	Actions / Task Duration
$	• Undertake a private parking inventory/utilization study • Modify parking requirements • Create parking guidelines • Create incentives for developers	• 3 months • 6 months • 3 months • 3 months
$$	• Develop Master Plan • Develop preferred sign design • Identify fabricator(s) • Implement and install	• 3 months • 3 months • 3 months • Phased
$	• Arts assets inventory and arts health assessment evaluation • Develop a steering committee • Select a cultural planning consultant • Conduct public process	• In Progress • 3 months • 3 months • 12 months
$$	• Secure site control/access easements • Develop detailed plans • Review with stakeholders • Prepare construction documents	• 6 months • 3 months • 3 months • 3 months
$	• Conduct public process to determine community values/priorities • Establish appropriate design review body • Establish level of design review and process	• 6 months • 6 months • 3 months

IMPLEMENTATION STRATEGY MATRIX
3-5 YEARS

LEGEND:
BID: Business Improvement District
TIF: Tax Increment Financing

Concept / Initiative	Page	Community Prioritization	Responsible Parties and Partners (Project Lead in BOLD)	Funding Sources
WALNUT ROAD DIET	64	Medium	• **City of Green Bay Public Works Department** • City of Green Bay Planning & Development Department • Navarino and Joannes Park Neighborhood Assoc. • East High School • Property/Business Owners	• City Funds • Grants
MADISON/JEFFERSON BIKE LANES	62	High	• **City of Green Bay Public Works Department** • City of Green Bay Planning & Development Department	• City Funds • Grants
DOWNTOWN CHARACTER POLICIES	54	High	• **City of Green Bay Planning & Development Department** • Historic Preservation Commission • On Broadway Inc. • Downtown Green Bay Inc. • Design Review Body	• City Funds • Grants
REVIEW, EVALUATE, & UPDATE DOWNTOWN MASTER PLAN	79	High	• **City of Green Bay Planning & Development Department** • Design Review Body • Downtown Stakeholders	• City Funds

LEGEND:	$ < $100,000 $$ $100,000 - $500,000 $$$ $500,000 - $2,000,000 $$$$ >$2,000,000	NOTE:	Note that some actions or tasks may be able to run concurrent to each other

Cost Level	Actions / Key Tasks	Actions / Task Duration
$$	• Prepare detailed striping plans • Test plans via traffic modeling • Review/refine plans with stakeholders • Install striping	• 3 months • 1 month • 1 month • 1 month
$$	• Prepare detailed striping plans • Review/refine plans with stakeholders • Install striping	• 3 months • 1 month • 1 month
$$	• Prepare design guidelines • Conduct historic resource survey • Strengthen historic preservation ordinance • Seek Certified Local Government status	• 12 months • 12 months • 12 months • 12 months
$	• Review plan to identify progress and alignment with goals • Identify changes in downtown and outside influences • Evaluate successfulness of recommendations • Suggest modifications to timing, prioritization and potential new goals	• 1 month • 1 month • 1 month • 1 month

IMPLEMENTATION STRATEGY MATRIX 6-10 YEARS)

LEGEND: BID: Business Improvement District
TIF: Tax Increment Financing

Concept / Initiative	Page	Community Prioritization	Responsible Parties and Partners (Project Lead in BOLD)	Funding Sources
INCREASED DOWNTOWN DENSITY	48	Low	• City of Green Bay Economic Development Department • City of Green Bay Planning & Development Department • Green Bay Redevelopment Authority • Private Developers • Design Review Body	• Private Funds • WEDC Grants
BRIDGE ENHANCEMENTS	57	Low	• City of Green Bay Public Works Department • City of Green Bay Planning & Development Department • Wisconsin Department of Transportation • DGBI • OBI	• City Funds • Grants
DOWNTOWN CORE ENHANCEMENTS	34	High	• City of Green Bay Economic Development Department • City of Green Bay Planning & Development Department • Green Bay Redevelopment Authority • City of Green Bay Public Works Department • City of Green Bay Parks, Recreation, & Forestry Department • Downtown Green Bay Inc. • Property Owners • Private Developers • Design Review Body	• City Funds • Private Funds • TIF
SHORELINE ENHANCEMENTS	45	High	• City of Green Bay Parks, Recreation & Forestry Department • City of Green Bay Public Works Department • City of Green Bay Planning & Development Department • On Broadway Inc. • Neville Public Museum • State/Federal Agencies • Waterway nonprofits and adovcacy groups	• City Funds • TIF • Grants • Sponsorships
HUBBARD STREET PROMENADE	42	High	• City of Green Bay Parks, Recreation & Forestry Department • City of Green Bay Planning & Development Department • City of Green Bay Public Works Department • City of Green Bay Planning & Development Department • On Broadway Inc. • Neville Public Museum	• City Funds • Grants
WASHINGTON STREET STREETSCAPE	60	High	• City of Green Bay Planning & Development Department • City of Green Bay Public Works Department • Downtown Green Bay Inc. • Property Owners and Residents • Design Review Body	• City Funds • TIF • Grants

LEGEND:
$ < $100,000
$$ $100,000 - $500,000
$$$ $500,000 - $2,000,000
$$$$ >$2,000,000

NOTE: Note that some actions or tasks may be able to run concurrent to each other

Cost Level	Actions / Key Tasks	Actions / Task Duration
$	• Identify and market key sites • Work with existing property owners to identify opportunities • Implement parking policy	• 3 months • 3 months • See previous
$$	• Complete engineering assessment of bridge • Develop detailed plans • Budget for project/secure funding • Complete design and engineering	• 3 months • 3 months • 3 months • 6 months
$$$$	• Assess utilities and infrastructure • Develop open space programming and space requirements • Develop Pine Street extension plans • Secure funding sources to overcome gaps in financing • Conduct RFP process for building site to select developer	• 3 months • 6 months • 6 months • 6 months • 6 months
$$$$	• Develop detailed plan • Review/refine plans with stakeholders • Take plans through public process • Sercure necessary permits from state and federal agencies	• 6 months • 3 months • 3 months • 12 months
$$	• Develop promenade design plan • Identify timing/overlap with infrastructure projects • Budget for project/secure funding • Complete design and engineering	• 3 months • 1 month • 3 months • 6 months
$$$	• Develop streetscape master plan • Identify timing/overlap with infrastructure projects • Budget for project/secure funding • Complete design and engineering	• 3 months • 1 month • 3 months • 6 months

Appendix

Workshop Summaries

See attached

AUTHENTICITY
A Strategic Vision for Green Bay's Downtown

TAB: Planning Process

Public Workshop Report for June 27 Event

On June 27, 2013, the City of Green Bay's downtown master planning process was officially launched with the first in a series of public workshops devoted to fostering meaningful community participation. This workshop was a kick-off event that provided basic information on the planning process and asked for initial input in an open house format. More than 100 community members attended the event demonstrating a high level of community interest in the planning effort.

The event was held at the Neville Public Museum and began in the museum's auditorium with a presentation by the Mayor and City staff. The presentation was intended to help the community understand what to expect in terms of the scope, timeline, deliverables, and participation opportunities over the course of the eight-month project. The presentation also provided some initial planning context to help stimulate thinking toward the strengths and weaknesses of the present downtown environment. Change was the centerpiece, looking back over the last 10 years at how the downtown has changed, and looking forward to some of the challenges anticipated to accompany the new growth and development that is already underway.

The event then moved to the classroom area of the museum and continued with an open house format. Three stations provided opportunities for input and discussion centered around each of the following questions:

- What is great about the downtown?
- What is missing from the downtown?
- How do you know when you are in the downtown?

Each station was staffed by a facilitator from the project team, so that participants could write their own responses or have their thoughts recorded for them.

Open House Feedback

The process and results from each open house station are summarized below, and a complete listing of the responses is attached at the end of this report.

What is Great About the Downtown?

Input at this station identified perceptions on the strengths and assets of the present downtown. The exercise was a simple brainstorming recorded on a large sheet of paper so that all participants could view each other's responses. Participants were invited to write new statements and to indicate their agreement with statements written by others. Strengths identified by participants can be classified into the following broad categories:

- Positive Momentum
- Built Environment
- Natural Environment
- Amenities
- Specific Places
- Riverfront
- Programming, Activities
- Transportation, Connectivity

The most frequently cited downtown strengths under each category were:

- Positive Momentum
  - Excitement, renewed interest, progress, energy
  - Existing and increasing diversity
- Built Environment
  - Historic buildings and locations
- Natural Environment
  - The Fox River
- Amenities
  - The Fox River Trail
  - Public art
  - Dining/restaurant/food options
- Specific Places
  - Meyer Theater
  - Neville Museum
  - Brown County Library
- Riverfront
  - The CityDeck and related events
- Programming, Activities
  - The farmers markets
- Transportation, Connectivity
  - Walkability

What is Missing from the Downtown?

Input at this station identified perceptions on the weaknesses and challenges of the present downtown. The question was further clarified by also asking "what still needs to be improved in the downtown?" Similar to the exercise on downtown strengths, this was a simple brainstorming recorded on a large sheet of paper so that all participants could view each other's responses. Participants were again invited to write new statements and to indicate their agreement with statements written by others. Challenges identified by participants can be classified into the following broad categories:

- Atmosphere, Community
- Built Environment
- Businesses, Services
- Development Process
- Amenities
- Programming, Activities
- Transportation, Connectivity

The most frequently cited downtown weakness or missing elements under each category were:

- Atmosphere, Community
  - Emphasis on green technologies and recycling
  - Need for a vision for arts and culture, more emphasis on visual arts
- Built Environment
  - Green buildings and infrastructure, green roofs, green stormwater management
  - A 15-story building
- Businesses, Services
  - A cooperative grocery store such as New Leaf Market
  - A full service grocery store with deli and bakery
  - More fine dining on Broadway
- Development Process
  - *Not applicable - consensus on these items was not strong in comparison with the other categories.*
- Amenities
  - Public/town square or plaza, urban, European-style
  - Public art museum, contemporary, "big-city"
  - Family-oriented public park, play equipment for toddlers and young children
  - East River trail connection
- Programming, Activities
  - *Not applicable - consensus on these items was not strong in comparison with the other categories.*
- Transportation, Connectivity
  - Bus route times and frequency, later weekend service
  - More bike lanes, paths, and completed trails
  - Pedestrian friendliness, completed sidewalks, more walkable destinations
  - More people on bikes, sidewalks, transit, fewer cars

How Do You Know When You are in the Downtown?

Input at this station began the discussion of exactly what and where the downtown is. Perceptions on this question vary widely in the community, and it is anticipated that the related dialogue will continue to some extent throughout the entire planning process. The question was further clarified by asking "what are the downtown's defining characteristics?" Responses to this question were recorded in a grid, and participants were asked to then vote on which of the listed characteristics were the three most important and defining in their opinions. The defining characteristics to receive the highest number of votes included:

- Historic buildings (24 votes)
- The Fox River (20 votes)
- Energy and excitement (18 votes)
- Walkability and bikability (16 votes)

This exercise also included a mapping component that asked participants to identify the downtown's gateways and landmarks. Some of the places identified as landmarks included:

- The west side of North Washington Street from Cherry to Pine
- Both sides of Broadway from Walnut to Dousman with Hubbard Street as a focal point
- Titletown Brewing Company
- The Bellin Building
- The Meyer Theater

- The Northland Hotel
- The Brown County Courthouse

The map of landmarks and gateways from the exercise is attached at the end of this report. This map represents an initial identification of these features and will need to be further refined and completed through the planning process.

Conclusions

While all of the comments received help to tell the story of the current state of the downtown and the future state desired by the community, there are some highlights and conclusions that can be drawn at a summary level. In reviewing the whole of the responses, several themes stand out as strong. An initial answer has been framed to the question of the downtown's defining characteristics. Some clear contrasts with the 1997 Downtown Design Plan are readily apparent. And a few conclusions can be drawn regarding the necessary steps as the downtown master planning process moves forward.

Strongest Themes

Several predominant themes rose to the top by appearing under all three exercises and by garnering the support of multiple participants. **Historic resources** was one such category. "Historic Buildings" was voted the most important defining characteristic of the current downtown, and was mentioned nine times in what makes downtown great. It was the most frequently cited great feature under the area of Built Environment. A desire for a more robust historic preservation program was mentioned as something still needed.

The **Fox River** also transcended the three input exercises as the second most important defining characteristic of the downtown. The Fox River and related amenities were identified under 10 different responses in what makes downtown great and ultimately needed its own classification in the analysis: "Riverfront." The Fox River was the most frequently cited great feature under the area of Natural Environment. Under improvements still needed, there is a desire for a kayak launch in the downtown. While the Foxy Lady received a critical comment about causing the bridges to lift, the author of the comment cushioned the criticism by adding that they still view the boat positively.

The role of **arts, culture, and music** was not identified directly as a defining feature of the downtown, but it did receive a notable amount of consensus as both "great" and "missing" features of the downtown. "Public art" was a top cited Amenity that makes the downtown great, as was the desire for an art museum a top missing Amenity. Arts, culture, and music were mentioned in 18 different items across the full spectrum of strengths and weaknesses. The public art, music scene, and cultural elements that are currently present are valued by the community; more are desired, and are likely contributors to the "energy and excitement" that was voted the third most important defining feature of the downtown.

What and Where the Downtown Is

There are many different perspectives in the community regarding the geographic extent of the downtown. In this setting, four defining characteristics rose to the top. Three of them were clearly physical features (historic buildings, the Fox River, and walkability/bikability) while one was more of an intrinsic sense (energy and excitement). Walkability and bikability can be further broken down into other physical characteristics, mainly related to streetscape design and overall development pattern. For example, a varied and higher density environment provides more walking and bicycling destinations.

A traffic-calm streetscape with dedicated pedestrian and bicycle features along with the absence of walking and bicycling barriers completes the equation. The results of this exercise provide a good starting point to work toward consensus, and future workshops will be used to help refine the analysis.

Comparison with 1997 Downtown Design Plan

An issues identification process was utilized when the Downtown Design Plan was developed, and the contrast with the current process is apparent. The results of a comparable public workshop (held in 1996) are attached at the end of this report. Great strides have been made relative to many of the top issues and concerns of 17 years ago – housing is being added to the downtown, the sense of community has improved, the waterfront is largely transformed, pedestrian friendliness has improved, one-way streets have been removed, there are now 130 downtown event days per year, coal dust is being mitigated, and the mall site is being redeveloped, as a few examples. On the other hand, the coal piles are still present just outside the downtown, a grocery store is still needed, and some of the other concerns are still noted today.

Overall, the tone of the current discussion seems to be significantly more positive. The current momentum in the downtown is recognized in the community. As an example, when participants at this workshop were asked what is "great" about today's downtown, not only did they respond, they identified 21 different specific locations as being great or as landmark, downtown features. These locations include private businesses, public facilities and institutions, open spaces, historic places, and newer construction.

Planning Process Implications

The results of this workshop help to clarify and set direction for the next steps in the downtown master planning process. Notable patterns in the identification of great features and missing features of the downtown demonstrate a need to further explore certain areas. For example, 21 different desired amenities were identified as missing from the downtown with a public square or plaza being the strongest desire by far. It is not likely that all of these can be provided in the next 5 to 10 years, so priorities must be established. The planning process will need to consider the costs and responsibilities associated with public amenities and whether the private sector and market forces can respond to some of these desired improvements.

As another example, 15 different types of businesses or services were identified as missing from the downtown with nine of these being related to food and drink. The desire for a grocery store or market of some type was clearly the leader in this area. While this provides some insight into what the community desires, this information must be bolstered with market analysis, site analysis, and other economic factors in order to clarify true market opportunities.

In contrast, Transportation and Connectivity was an area that seemed to lack a strong consensus in any particular direction. "Walkability and bikability" was identified as a top defining characteristic of the downtown, and the subjects were addressed with many points of the "great" and "missing" elements of the downtown. However, there were so many different details included in the participants' actual comments in this area, that very few of them could be gelled together in the summary. This indicates a need to further explore these topics and perhaps that additional background information would benefit the dialogue.

Complete Results: What is great about Green Bay's downtown?

POSITIVE MOMENTUM	BUILT ENVIRONMENT	NATURAL ENVIRONMENT	AMENITIES
Excitement about and renewed interest in what is going on; progress, energy (+3)	Historic buildings and locations (+7)	The Fox River (+5)	Fox River Trail (+5)
Existing and increasing diversity (+3)	Historic homes (+2)	Trees	Public art (+5)
New business and relocations: Associated Bank, Schreiber (+2)	Broadway Street (+2)	Pelicans	Dining options; food and restaurants (+4)
The City has a central attraction, gathering place for all (+1)	Mix of historic and modern buildings	Bald Eagles	Christmas lights on Broadway Street in winter
Growing job base (+1)	Churches (beautiful architecture)		Green space
Nice neighbors, good residents (+1)	No big box stores - all unique shops		Great police service
Development of neglected areas	Unique storefronts		Outdoor seating
Friendly shop owners	Small blocks		New Boutique Shopping
Cultural energy - festivals	Signage		Affordable living especially in close neighborhoods
Feeling safe			Downtown neighborhood associations
Affordable			Cultural center of the city
Lots of potential			Coffee Shops
			Bars
			Waterfront location

What is great about Green Bay's downtown? (continued…)

SPECIFIC PLACES	RIVERFRONT	PROGRAMMING, ACTIVITIES	TRANSPORTATION, CONNECTIVITY
Meyer Theatre (+2)	The CityDeck and related events (+6)	Farmer's markets (+3)	Living close to where we work
Neville Museum (+2)	The waterfront (+2)	Various cultural and other events, festivals (+2)	Living close to a lot of our favorite places and can walk to them all
Brown County Library (+2)	The big boats/ore boats (+2)	Entertainment opportunities	Trains
Children's Museum	CityDeck near residential development, living on the river (+2)	Art Street (+1)	Walkability (+1)
The Northland Hotel	Lighted bridges	Kayakers on the Fox	Access
YMCA	Riverfront casual dining	Segway Tours	Easy to get around
Urban Frog		Gallery Night	Access to the River
Al's Hamburgers		Festivals, Events	Trail System
Riverside Place Condos		Taste on Broadway	Sharrows
C-Street Pub			Bikeability
Exclusive Company			Fine grained street network
Fiore			Two breweries with walkable distance from our home
Leicht Park			When I don't get a parking ticket!
Kavarna			
Titletown			

Complete Results: What is missing from Green Bay's downtown (What can still be improved)?

ATMOSPHERE, COMMUNITY	BUILT ENVIRONMENT	BUSINESSES, SERVICES	DEVELOPMENT PROCESS
Emphasis on green technologies; prioritize recycling (+3)	Green buildings and infrastructure; green roofs; green stormwater management (+3)	Cooperative grocery - New Leaf (+9)	Appearance of empty lots while they're awaiting improvement; work with artists (+1)
Aligned arts and culture vision; more emphasis on visual arts (+2)	A 15 story building (+3)	Grocery store - deli, bakery, Trader Joe's (+6)	A common theme--who are we? What do we want to be? (+1)
A greater sense of community	More "street landscaping" - gardens, trees (+1)	More fine dining on Broadway side of river (+3)	More specifics on what is already in the works
Dog-friendly with leash	More green space - plantings and trees (+1)	Dry cleaners (1)	More consistent zoning and development south of Walnut Street
East and west side unity	Landmark building; signature high-rise (+1)	Bike shop (+1)	Downtown historic preservation program
Homeless in public places; drinking and pan-handling	Working bridge lighting 24/7	Ice cream stand	A much more unified look to what is being built
Twenty-four hour businesses	Townhomes	Reception hall	
More people living downtown (4,500 is very low)	Rooftop patios	More independent restaurants	
	Some work needed on infrastructure - walkways, etc	Franchise restaurants	
	Sidewalk/terrace bars and restaurants	Drug store	
	Retail arcade - not a mall	More retail	
		Whole foods	
		IMAX, or just a boutique movie house	
		A gourmet market	
		Starbucks	
		More breweries	
		Northland Hotel developed as a high end hotel	

What is missing from Green Bay's downtown? (continued…)

AMENITIES	PROGRAMMING, ACTIVITIES	TRANSPORTATION, CONNECTIVITY
Urban, public/town square/plaza; European style (+13)	Year round market (+1)	Bus routes need to overlap; open on weekends until 11:00PM (+2)
Public art museum; contemporary, "big city" (+8)	A farm market site with permanent covered stalls (+1)	More bike lanes, bicycle paths, complete trails (+2)
A park for families with toddlers, babies, young children - age appropriate play equipment (+3)	Year round events; brainstorm winter--get families out of the house (+1)	Pedestrian friendliness - add sidewalks where missing, reasons to go for a walk, places to go (+2)
East River trail (+3)	Mosaic events	More people on bikes, sidewalks, transit, trolley - less cars (+2)
State of the art public library (+2)		Trolley, circling trolley or bus for work during lunch (+2)
Public Art (+1)		More free parking (+1)
Higher education facilities/institutions (+1)		Bike racks (+1)
Ballpark (baseball) (+1)		Light rail to stadium and Bay Park mall (+1)
Kayak launch (+1)		Foxy Lady causes the bridge to lift - delays traffic, but still like the Foxy Lady
Facility for sea-plane landings and dock (+1)		Concrete joint lines difficult for bikers
Large/monumental fountain (+1)		Indoor bicycle parking with lockers and showers
More affordable entertainment options (1)		
Permanent, brick and mortar outdoor performance venue; amphitheater (+1)		
More acoustic/intimate music venues		
Live music venue (under 40 crowd)		
A revitalized Neville museum as a community anchor		
Skate board park and BMX park		
Science Center aquarium		
Indoor velodrome		
Small "Off-Broadway" theatre		
Marina		
Big sculptures		

Complete Results: How do you know when you are in Green Bay's downtown (What are its defining characteristics)?

VOTES	CHARACTERISTICS
24	Historic buildings
20	The Fox River
18	Energy and excitement
16	Walkability and bikability
8	Tall buildings
5	Mixed land uses
5	Parks and trails
5	Great restaurants - no chains; coffee shops - not Starbucks; boutiques - not chains
4	Public square
4	You are on Broadway - the new downtown (retail shopping)
3	Buildings up to the sidewalk
2	The smell of seagulls
2	None- you cannot tell
2	Bars

TAB: Planning Process

1997 Downtown Design Plan Issues Identification

Downtown Green Bay Design Plan

Issues

Two issues oriented community work sessions were held as part of the activities conducted in October, 1996. During these sessions, a variety of issues and concerns were raised by those in attendance. Approximately fifty to sixty people attended the two combined sessions and the issues varied from neighborhood and daily concerns to aesthetics and regional attraction.

The individual issues raised are provided in the following tables. The issues are ranked and prioritized based upon a voting procedure conducted at the work sessions. For the purposes of the Downtown Green Bay Design Plan, these issues have been looked at along with issues raised through key person interviews, the Downtown Summit meetings and conversations with the public, as well as the review of recent studies.

10/22/96 GREEN BAY PUBLIC MEETING ISSUES

RANK	POINTS	ISSUES
1	15	Loss of middle/low income housing
1	15	Loss of community downtown
3	12	Losing aesthetics along the riverfront
4	10	Loss of neighborhood services (grocery, laundry)
5	9	Downtown is not pedestrian friendly
6	8	Gentrification/dislocation of people
7	6	Lack of open space & activity oriented parks
8	4	Code enforcement - seems complaint driven
9	3	Mall detracts from identity and character of downtown
9	3	Room for improved property conditions
9	3	Parking - too many lots and locations, no mixed-use garages
9	3	Access: bridge out & only one pedestrian access across river
9	3	Amount of land available on the riverfront
14	2	Too much demolition of downtown buildings
14	2	Lack of communication and coordination among groups
14	2	Poor pedestrian lighting in neighborhoods
14	2	Trains
14	2	Condition of infrastructure
19	1	Concentration of certain uses- taverns & XXX
19	1	The west side is not a part of downtown
19	1	Pleasure boats blocking the bridges all summer
22		Perceived/actual gangs and gang types in the mall
22		Poor circulation system/chopped up (Monroe)
22		Large truck traffic
22		Mixed-use expansion - influence upon neighborhood
22		Homeless shelters downtown
22		Parking prices and 1 hour meters
22		Boundary perception: river divides city
22		East side vs. West side - it's a reality
22		Need to bring the two sides together with events
22		School issues: traffic
22		Lack of historic pattern to public access to river
22		Safety & vandalism

Downtown Green Bay Design Plan

10/23/96 GREEN BAY PUBLIC MEETING ISSUES

RANK	POINTS	ISSUES
1	22	Circulation is a rat maze - confusing, dark, dead ends, one way.
2	20	Presence of coal piles
3	17	Draw community events downtown
4	15	Coal dust: health issues
5	12	No plan-give ramps to mall, let private decisions direct downtown change
6	11	Accountability of landowners and landlords
7	7	Parking tickets and meters downtown
7	7	Safety concerns
9	5	Park needed downtown
10	4	Previous plans didn't work; how will this one work
10	4	Lack of nice places (parks)
10	4	Downtown is not inviting or attractive
10	4	Not bicycle compatible or interactive
10	4	Downtown needs attractions for residents
15	3	Poor neighborhood conditions; relate to little downtown investment
15	3	Youth murals
15	3	Vandalism - action on bad landlords and renters
15	3	Open space on Washington
15	3	No activities for 16-20 year olds
20	2	Downtown feels like the remains of a war zone; not pedestrian friendly
20	2	Lack of specialty shops
20	2	Need programs to help homeowners
20	2	Mall needs redone
24	1	Paths along river with seating
24	1	Need festivals downtown
26		Concerns on government planning
26		Lack of grocery stores
26		Lack of smoke free establishments
26		Media sees area as "inner-city": negative connotation
26		Little local ownership in downtown
26		Lack of cultural identity downtown
26		Safety in alley and vacant areas
26		Old structures not rehabilitated because of cost and code restrictions
26		Air quality
26		Lack of information to middle income
26		Acquire old NW Engineering property
26		Low percentage of home ownership
26		More ethnic diversity in ownership
26		Lack of gateway feature for downtown
26		Main street needs to be downtown

AUTHENTICITY
A Strategic Vision for Green Bay's Downtown

Public Workshop Report for August 29th Event

The Planning Team, including City staff, Lakota, TY Lin, and Goodman Willams Group conducted the second Community Workshop on Thursday August 29th, from 6:00 to 8:00 p.m. at the Neville Public Museum. The purposes of this second workshop were to build on the input received at the first workshop and stakeholder interviews and collect more specific information regarding the downtown. In advance of the workshop, the team identified specific topics they wanted to receive more input on: the desired future role of the downtown, challenges related to transportation and moving through the downtown, and the preferred character of the downtown.

Upon entry to the workshop, participants were asked to sign-in and complete a brief survey to identify the general demographics of the participants. Based on the sign-in sheet, 123 people attended the workshop. Only 57 participants filled out the demographics survey. Survey results are attached at the end of this summary.

Based on the survey results, there was a wide range in age and background in attendance at the event.

The Workshop started with a presentation that provided an overview of initial findings and analysis. This discussion also included common themes collected at the first public workshop.

Following the presentation, participants were able to provide feedback at three separate stations:

- Future mission/role of the downtown
- Transportation barriers and missing linkages
- Visual preference survey

Future mission/role of the downtown

Participants were presented with seven separate boards at this station. Each one described, with narrative and representative imagery, a possible mission or role for the future of the downtown. Participants were provided with three green stickers to be used to vote on which missions or roles they supported. They were also given one red sticker that they could choose to indicate a mission or role that they would not support.

Based on the overall number of stickers, it appears that 100 people participated in this activity. The highest rated board was the mission of creating a downtown that provides for the next generation of Green Bay residents. This concept received 70 green stickers and no red stickers. This concept includes ideas for making the downtown more vibrant, with increased bikeability and walkability, proximate residential, and other amenities desirable for recent graduates and young professionals.

The second highest rated concept was for the downtown to be a cultural center for the region. The board received 68 green stickers and no red stickers. This includes increased music, theater, arts and other cultural opportunities.

The third highest rated mission/role board was for the downtown to house more residential density. The board received 51 green stickers and no red stickers. The support for this board relates well to the support for appealing to the next generation, and the growing desire for residential opportunities in the downtown that has been expressed at stakeholder interviews.

The remaining concepts all received significantly fewer positive votes, between 22 and 32, and all received at least one negative vote. There seems to be support for these concepts, and should not be completely disregarded in the future. Additionally, while the boards worked to convey one singular concept, in reality, all the concepts are interrelated to different levels and support each other. For example, increased residential and next generation support imply easy access to jobs and shops, creating a mixed-use walkable downtown.

Images of all boards following voting are attached.

Transportation barriers and missing linkages

At the second station, participants were presented with three aerial photographs of the downtown. For each board, participants were asked to mark-up any barriers or missing linkages related to three modes of transportation: transit, bikes, and pedestrian.

Mark-ups were summarized in cleaned-up exhibits attached to this document. The following is a summary of the mark-ups and discussion that occurred between participants and members of the team.

Bicycle

Barriers:

- Travel westward from the Broadway district is difficult.
- Freight trains west of the Fox River restrict east/west travel and access to the river front.
- The Fox River and East River form barriers to travel, particularly the Fox River due to its width.
- Monroe Ave. acts as an east/west barrier through downtown.
- Monroe Ave. is a difficult crossing point over the East River for bicyclists/pedestrians.
- Mason St. is a difficult crossing point over the Fox River for bicyclists/pedestrians

- Mason St. acts as a barrier as many of the local streets do not cross it. Streets where additional/improved crossings were suggested include:
    - Broadway St.
    - Jefferson St.
    - Madison St.
    - Jackson St.
    - Quincy St.
- Main St. east of Monroe Ave – bike lane ends.
- Access to westbound Main St. from northbound Washington St. was noted as being difficult for bicyclists.
- Adams St. not connecting to Main St. was noted as a barrier to north/south travel.
- Webster Ave. was noted as a poor crossing point for the East River.
- Bike trails were suggested along the western bank of the Fox River and the north bank of the East River.
- Washington St. was noted as being difficult for bicyclists to travel along.
- Walnut St. was noted as being difficult for bicyclists.
- The Walnut St. bridge over the Fox River was noted as being a difficult crossing for bicyclists.
- Create a Fox River crossing to connect Arndt St. and Flatly Ct.
- The intersection of Washington St. and Walnut St. was noted as being a difficult intersection where bicyclists use the sidewalk.
- Create a bike lane along Monroe Ave./University Ave. to cross the East River.
- Improve access to University of Wisconsin Green Bay and Bay Beach.

Other Comments

- Lack of shower facilities.
- The bike path under Mason St. along Washington St./Adams St. needs to be smoother.

Pedestrian

Barriers:

- Monroe Ave bridge crossing over the East River is difficult for pedestrians (also noted in *Bicyclist* section).
- Webster Ave. bridge crossing over the East River is difficult for pedestrians.
- Main St. bridge, crossing the Fox River, is difficult for pedestrians.
- Pedestrian access to Main St. from Washington St./riverfront is limited (also mentioned in *Bicyclist* section). Additional signs and stairs connecting Main St. to the riverfront were suggested.
- Mason St. was noted as a barrier to north/south pedestrian travel (see *Bicyclist* section for recommend crossing points).
- Train tracks on west side of Fox River act as a barrier (also noted in *Bicyclist* Section).
- Lack of through connection at Pine St. and Adams St.
- Lack of pedestrian connection at Hubbard St. and Chestnut Ave.
- Create a river crossing to connect Arndt St. and Flatly Ct. (also noted in *Bicyclist* Section).
- Pearl St./Donald Driver Way needs crosswalks installed at the intersection with Main St.
- Bodart St. between Jackson St. and Cherry St. can feel unsafe due to taverns.
- Sidewalks need to be installed on Main St. east of Jackson St.
- Sidewalks need to be installed on University Ave. East of Quincy St.

- Southwest area near the Broadway St./ Mason St. intersection can be uncomfortable for pedestrians.
- Traffic calming (stop sign or speed humps) should be installed at Broadway St. and Hubbard St.
- The berm between the Fox River and Hubbard St. should be leveled to improve access to the riverfront.

Other Comments

- Shrink the visual distance across the Fox River by creating additional piers between Walnut St. and north of Main St.
- The parking lot northeast of Washington St. and Cherry St. should be converted into a bicycle/pedestrian core.
- Install decorative lighting on the bridges.
- Install wind barriers on the bridges.
- Downtown needs more pedestrian awareness signs installed throughout.
- Driver education needs to be improved.
- Improve street lighting.
- Create a pedestrian bridge over the Fox River at Porlier St.
- Ensure Americans with Disability Act (ADA) compliance.

Transit

Comments

- Train tracks on west side of Fox River act as a barrier (also noted in *Bicyclist* & *Pedestrian* sections).
- More direct transit routes to University of Wisconsin Green Bay are needed.
- Bring street cars back to downtown.
- Improve transit access to the bay.
- Regional bus service is needed.
- Weekend service should be expanded.
- A link between the FRT and Whitney Park should be created across Main St. at Jackson St.

Summary

The identification of barriers to bicycle, pedestrian and transit modes of transportation is a useful exercise to begin the identification of action strategies for improving alternative forms of transportation.

Visual preference survey

Participants at the third station were presented with nine boards. Each board contained six or seven images representing a range of built examples supporting a common theme. The nine themes were:

- Branding
- Historic & Adaptive Use
- Mixed-use
- Office
- Residential
- Riverfront
- Storefronts & Facades
- Transportation
- Urban Amenities

Participants were provided with a ballot to rate each image on a scale from -2 to +2. 62 completed ballots were tabulated and average scores were developed for each image. Team members noticed that many couples used one ballot in voting. This, along with the amount of time necessary to rate all the images, could account for the drop-off in number of completed ballots relative to the overall attendance and the participation at the Mission/Role station. The images along with their corresponding average score are attached. Lakota reviewed the scores and the following is a summary of common themes and key take-aways.

Branding: Branding imagery included wayfinding signage, gateway markers, and banners. All of the images presented received positive, but generally low scores. The highest score was a 0.94 for a multi-colored directional sign identifying districts within a downtown. Based on this and the input received a stakeholder interviews, it does not appear that branding and identity are a high priority currently. There may be support for some amount of directional signage, if handled appropriately with the desired character of the downtown.

Historic & Adaptive Use: Images on this board showed a range of local and regional examples of historic buildings and adaptive use of existing buildings. These images all scored very positive, with the lowest scoring image earning a 1.14. An image of the downtown YMCA building scored 1.70, an image of the Northland Hotel scored 1.64 and an image of the Farmers Exchange building scored 1.41. Based on stakeholder interviews and input from the first public workshop, these scores indicate a strong support for historic preservation in the downtown as well as support for preservation and adaptive use of buildings within the downtown. The comments provided by participants indicated a concern that a large amount of history and character have already been lost from the downtown through the removal of existing buildings, creating an increased importance in retaining remaining buildings and character.

Mixed-Use: The images shown on this board included representative mixed-use buildings, generally with commercial uses on the first floor and office or residential on the upper-floors. Most of the images received positive scores. The one negative score showed an eight-story building and received a -0.15. This building lacks articulation, trees or streetscape, and a well-defined first-floor character. The highest scoring image was the Berners Schober Building on the southeast corner of Adams and Pine Streets. Based on previous public input and specific comments provided on this image, this score seems to support preservation of the existing character and buildings of the downtown. The remaining photos scored favorable, with higher scores for buildings that had a more clearly activated first floor.

Office: Images on this board showed a range of office uses. Scores ranged from negative to positive. The lowest scoring image, receiving a -0.66, was of a two-story glass and brick building with limited architecture and surface parking in front. The one comment provided indicated it was “too suburban.” The highest scoring image, receiving a score of 0.92, was an eight-story contemporary glass and brick building set with trees and landscape in front. Of the remaining images, it appears that low-rise buildings and buildings with surface parking in front score poorer. The Nicolet Bank building received a relatively positive score of 0.88.

Residential: This board included images of different scales of residential buildings, ranging from infill single-family to seven-story multi-family. The one image that received a negative score was the River's Edge Apartments at the northeast corner of Museum Place and Walnut Street, with a -0.55. The one comment provided on this specific image commented that it is "out of place." The remaining images all received scores between 0.60 and 0.87. There did not seem to be a noticeable difference in scoring due to materials or size of the buildings. It is surprising that scoring on residential was not higher given that residential was one of the top three choices at the Mission/Role station. More exploration and testing may be needed in future phases of the project to better understand what character and types of products stakeholders and residents would like to see in the downtown.

Riverfront: The images on this board included photos from Green Bay and the Midwest of waterfronts and bridges. In general, the images received high scores, which is not surprising given that the Fox River has been cited as one of the most important features of the downtown at the first workshop and in stakeholder interviews. The only image to score negatively, with a -1.29, was the existing Walnut Street bridge. Conversely, a photo of a bridge with pedestrian scale lighting and signage scored 1.46. This supports input received at the Transportation station that pedestrian enhancements to the downtown bridges is a high priority. This board also included the highest scoring image of the whole station. An image of a downtown riverfront park, from Columbus, Ohio, received a 1.89. This, along with the high score of an image of the CityDeck, indicates that a range of active riverfront uses, both more landscaped/natural and urban is desired.

Storefronts & Facades: On this board, images were presented of a range of retail storefronts, including examples from Broadway and Washington Streets. The only image to receive a negative score was of a one story pharmacy with surface parking in front, with a -0.67. This indicates a negative reaction to more traditional suburban type storefronts and retail within the downtown. Based on the remaining scores and the comments provided, the preference is for more activated storefronts with authentic materials and traditional character.

Transportation: This board included images representing a variety of transportation related enhancements and amenities. The scoring indicates a strong support for bicycle enhancements, including protected bike trails or cycle tracks and bike parking. The only negative score, with a -0.83, was for a surface parking lot. The remaining images of parking structures and screened parking lots received a range of lower positive scores. This along with input from stakeholders, appears to indicate that while parking is necessary to the downtown, it should be incorporated into the downtown in a way to minimize the visual impacts.

Urban Amenities: Images on this board showed a range of urban amenities, mostly focused on additional pedestrian activated spaces. The images all received high positive scores, with most of them in the range of 1.32 to 1.65. The scores support additional pedestrian and open spaces in the downtown that include a mix of activated spaces and landscape.

GB Demographics Survey

SurveyMonkey

1. Which category below includes your age?

	Response Percent	Response Count
17 or younger	0.0%	0
18-20	1.9%	1
21-29	23.1%	12
30-39	**25.0%**	**13**
40-49	5.8%	3
50-59	**25.0%**	**13**
60 or older	19.2%	10
	answered question	**52**
	skipped question	**6**

2. Household income range

	Response Percent	Response Count
$20,000 or below	7.0%	4
$20,000 - $35,000	15.8%	9
$35,000- $50,000	15.8%	9
$50,000- $75,000	**21.1%**	**12**
$75,000- $100,000	10.5%	6
$100,000- $150,000	**21.1%**	**12**
$150,000 or more	8.8%	5
	answered question	**57**
	skipped question	**1**

3. What is your Community of Residence?

	Response Percent	Response Count
Green Bay	**72.7%**	**32**
Astor Park	11.4%	5
Broadway District	9.1%	4
Navarino	6.8%	3
	Other (please specify)	9
	answered question	**44**
	skipped question	**14**

4. Are you a Resident or Employee of Downtown Green Bay?

	Response Percent	Response Count
Resident	15.8%	9
Employee	17.5%	10
Both	**47.4%**	**27**
Neither	19.3%	11
	answered question	**57**
	skipped question	**1**

5. How many members are in your Household?

	Response Percent	Response Count
1	22.8%	13
2	**50.9%**	**29**
3	14.0%	8
4	8.8%	5
5	3.5%	2
6+	0.0%	0
	answered question	**57**
	skipped question	**1**

6. How did you hear about Workshop?

	Response Percent	Response Count
Social Media - Facebook or Twitter	**35.2%**	**19**
Mail	11.1%	6
Work	11.1%	6
TV	13.0%	7
Word of mouth	29.6%	16
Other (please specify)		5
answered question		**54**
skipped question		**4**

Q3. What is your Community of Residence?		
1	Michigan	Sep 5, 2013 4:08 PM
2	River Side Place	Sep 5, 2013 4:03 PM
3	Scott	Sep 5, 2013 4:01 PM
4	Scott	Sep 5, 2013 3:59 PM
5	Bellevue	Sep 5, 2013 3:56 PM
6	Allouez	Sep 5, 2013 3:54 PM
7	Sturgeon Bay	Sep 5, 2013 3:52 PM
8	Brown Co	Sep 5, 2013 3:50 PM
9	Oneida	Sep 5, 2013 3:43 PM

Q6. How did you hear about Workshop?		
1	I'm an Alderman	Sep 5, 2013 4:06 PM
2	Board Member	Sep 5, 2013 4:04 PM
3	Intuition	Sep 5, 2013 4:03 PM
4	Mayor	Sep 5, 2013 4:02 PM
5	City Council Member	Sep 5, 2013 4:01 PM

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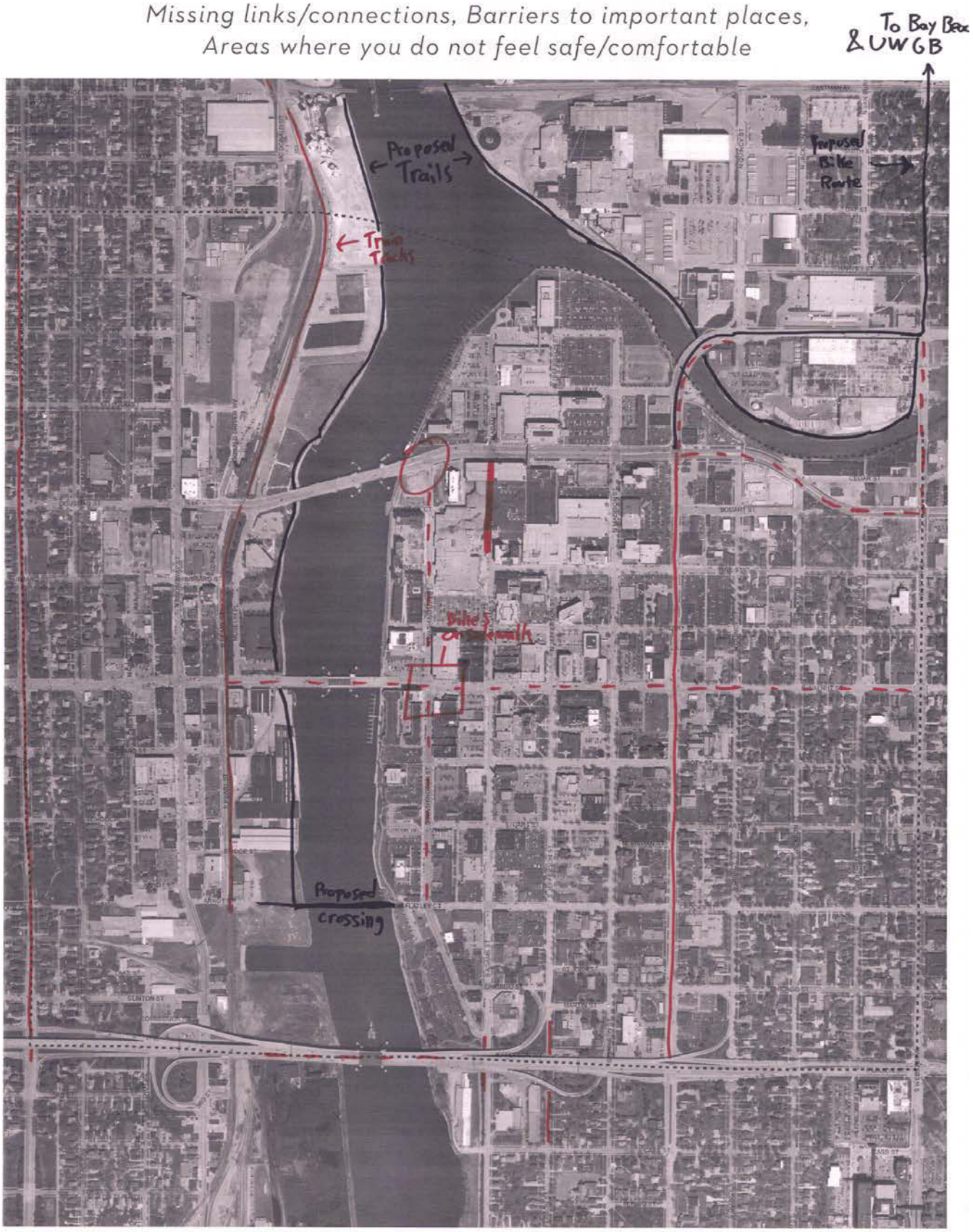
Bicycle

MARK THE FOLLOWING WITH THE MARKERS PROVIDED:

Missing links/connections, Barriers to important places, Areas where you do not feel safe/comfortable



Comments:
- Driver Education needed
- Downtown needs more "Yield to Pedestrians" (and other Ped. Safety Signs) signs throughout
- Bridges need wind barriers
- Install decorative lighting on Bridges

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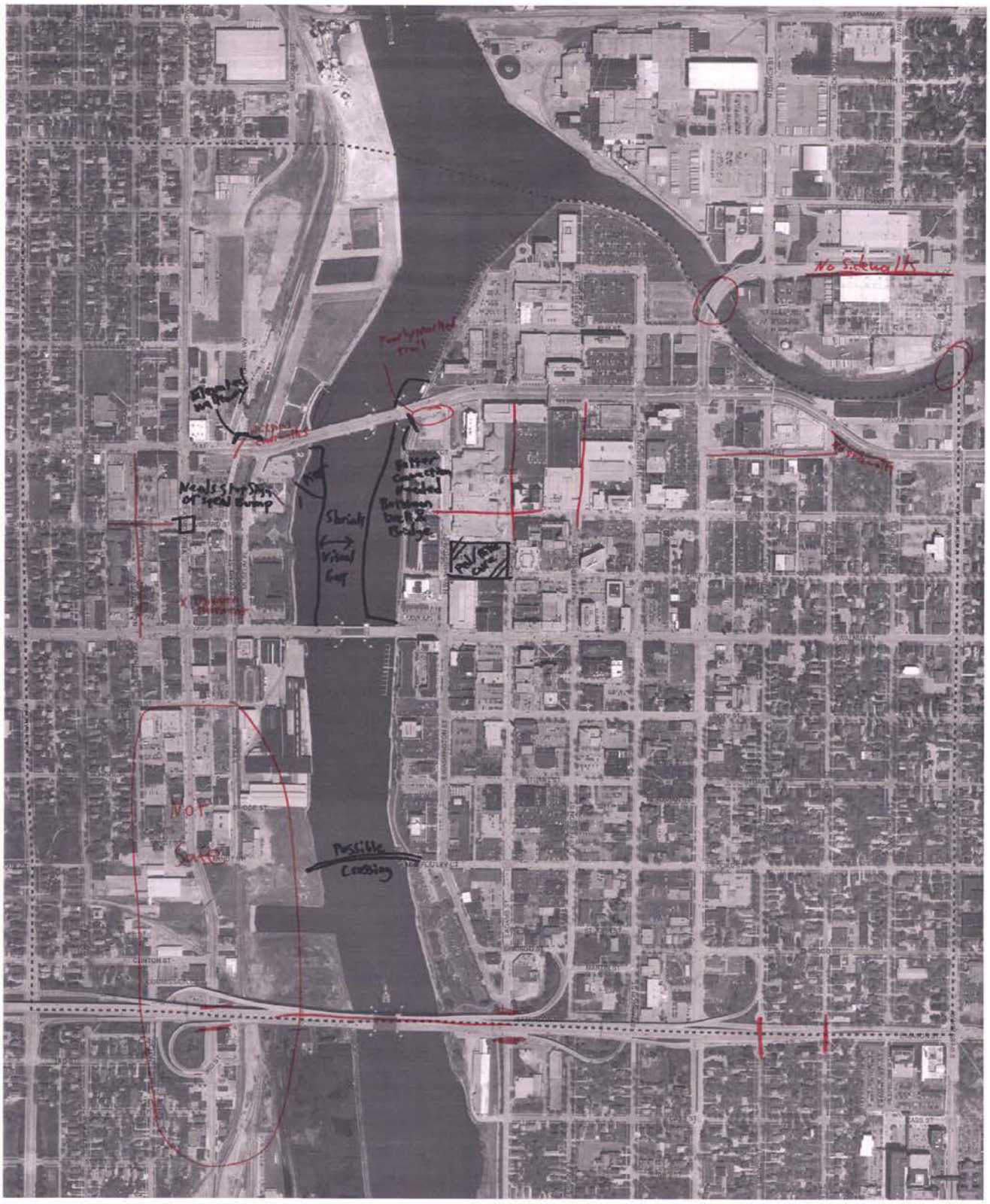
A Strategic Vision for Green Bay's Downtown

Pedestrian

MARK THE FOLLOWING WITH THE MARKERS PROVIDED:

Missing links/connections, Barriers to important places, Areas where you do not feel safe/comfortable



AUTHENTICITY | Transit

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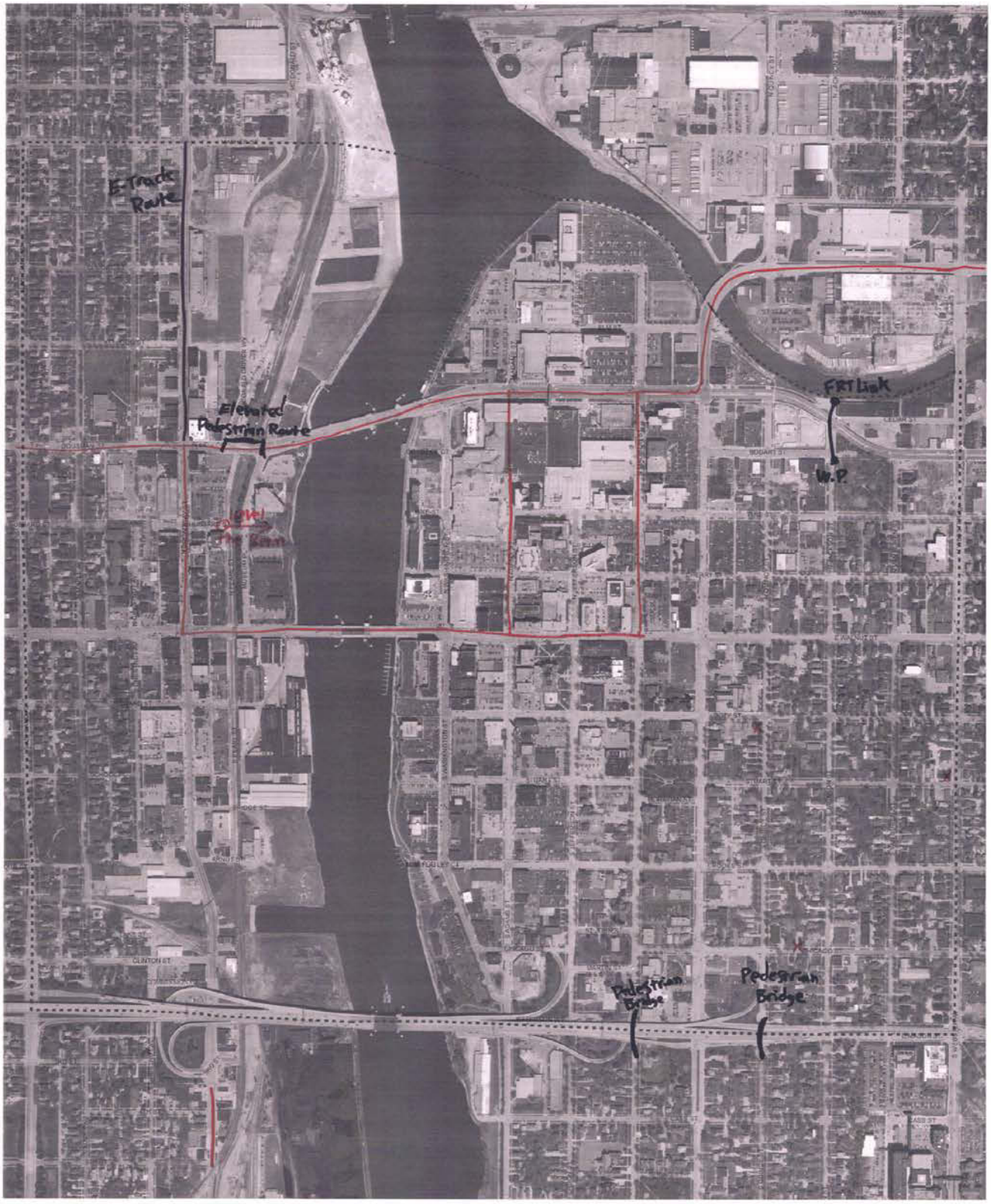
Comments:
- More direct Transit to UWGB
- Bring Street Cars Back to Downtown
- Improve Access to the Bay
- Weekend Service
- Regional Bus Service

MARK THE FOLLOWING WITH THE MARKERS PROVIDED:

Missing links/connections, Barriers to important places, Areas where you do not feel safe/comfortable



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VISUAL PREFERENCE SURVEY
BRANDING

BR-01 WAYFINDING SIGNAGE

SCORE: 0.51

BR-02 PERMANENT BANNERS

SCORE: 0.48

BR-03 TEMPORARY/SEASONAL BANNERS

SCORE: 0.46

BR-04 KIOSK

SCORE: 0.38

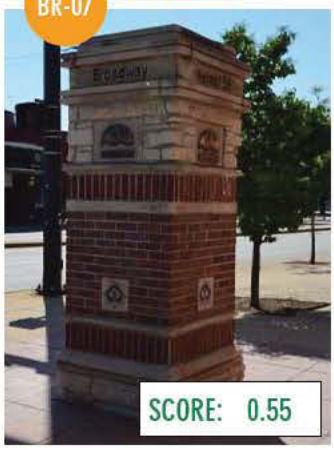
BR-05 HISTORICAL/ INFORMATIONAL MARKERS

SCORE: 0.64

BR-06 WAYFINDING SIGNAGE

SCORE: 0.94

BR-07 GATEWAYS



SCORE: 0.55

BR-08 GATEWAYS

SCORE: 0.56

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VISUAL PREFERENCE SURVEY
HISTORIC & ADAPTIVE USE

HA-01 PRESERVATION OF HISTORIC STRUCTURES

SCORE: 1.70

HA-02 CONVERSION OF HISTORIC STRUCTURES

SCORE: 1.53

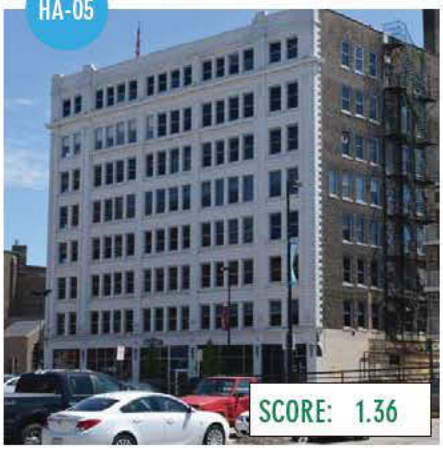
HA-03 CONVERSION TO LOFTS

SCORE: 1.14

HA-04 RE-USE OF SIGNIFICANT BUILDINGS

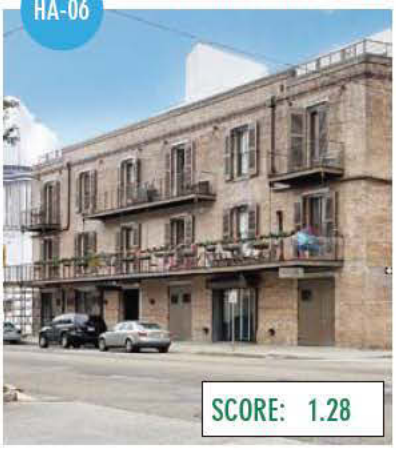
SCORE: 1.64

HA-05 PRESERVATION OF SIGNIFICANT BUILDINGS



SCORE: 1.36

HA-06 RESIDENTIAL RE-USE OF HISTORIC STRUCTURES



SCORE: 1.28

HA-07 RE-USE OF EXISTING STRUCTURES

SCORE: 1.41

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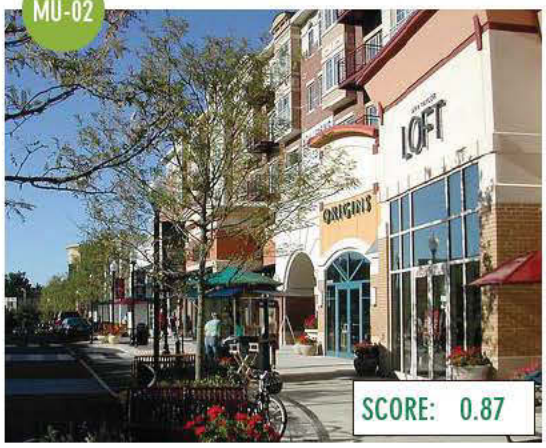
VISUAL PREFERENCE SURVEY
MIXED USE

MU-01 LOW-RISE MIXED-USE

SCORE: 0.79

MU-02 LOW-RISE MIXED-USE



SCORE: 0.87

MU-03 MID-RISE MIXED-USE

SCORE: 0.33

MU-04 LOW-RISE MIXED-USE

SCORE: 0.41

MU-05 LOW-RISE MIXED-USE

SCORE: 1.24

MU-06 MID-RISE MIXED-USE

SCORE: -0.15

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VISUAL PREFERENCE SURVEY
OFFICE

OF-01 MID-RISE OFFICE BUILDING

OF-02 LOW-RISE OFFICE BUILDING

OF-03 LOW-RISE OFFICE BUILDING

OF-04 MID-RISE OFFICE BUILDING

OF-05 MID-RISE OFFICE BUILDING

OF-06 MID-RISE OFFICE BUILDING

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VISUAL PREFERENCE SURVEY
RESIDENTIAL

RE-01 MID-RISE MULTI-FAMILY

RE-02 LOW-RISE MULTI-FAMILY

RE-03 INFILL/REHAB SINGLE FAMILY

RE-04 MID-RISE MULTI-FAMILY

RE-05 TOWNHOMES

RE-06 LOW-RISE MULTI-FAMILY

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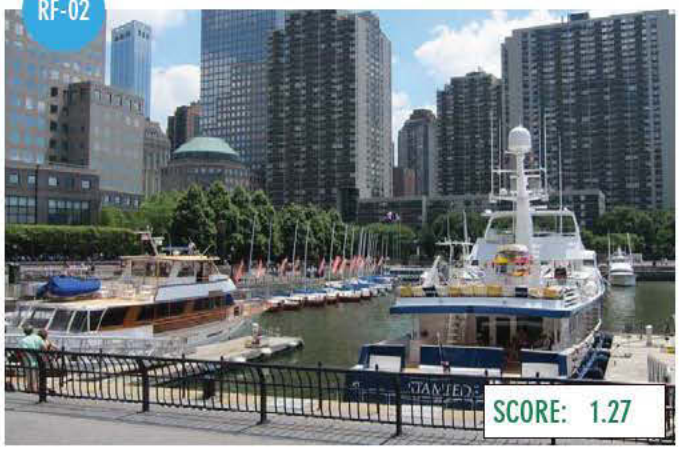
VISUAL PREFERENCE SURVEY
RIVERFRONT

RF-01 BOARDWALK

RF-02 TRANSIENT BOAT DOCKS

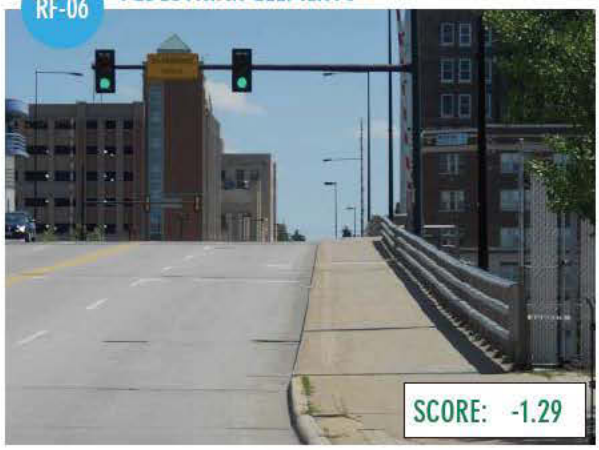


RF-03 BRIDGE WITH PEDESTRIAN ELEMENTS

RF-04 EROSION PROTECTION ROCK EDGE

RF-05 GREAT LAKES SHIPPING TOURISM

RF-06 BRIDGE WITHOUT PEDESTRIAN ELEMENTS



RF-07 MULTI-USE RIVERFRONT PARK

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VISUAL PREFERENCE SURVEY
STOREFRONTS & FACADES

SF-01 FULL GLASS STOREFRONTS

SCORE: 1.27

SF-02 COLORFUL FACADES

SCORE: 1.67

SF-03 RUSTIC MATERIALS

SCORE: 1.03

SF-04 HALF-GLASS STOREFRONTS

SCORE: -0.67

SF-05 TYPICAL DOWNTOWN FACADES

SCORE: 0.25

SF-06 GLASS STOREFRONTS

SCORE: 1.03

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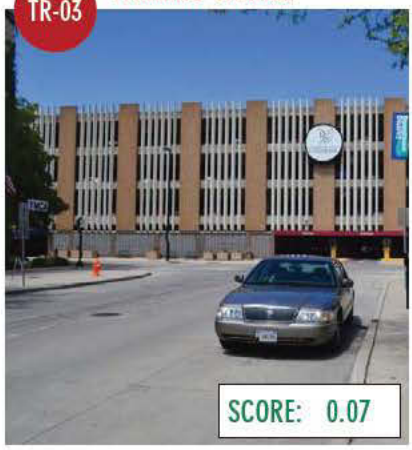
VISUAL PREFERENCE SURVEY
TRANSPORTATION

TR-01 OFF ROAD BIKE TRAIL

TR-02 CYCLE TRACK

TR-03 PARKING GARAGE

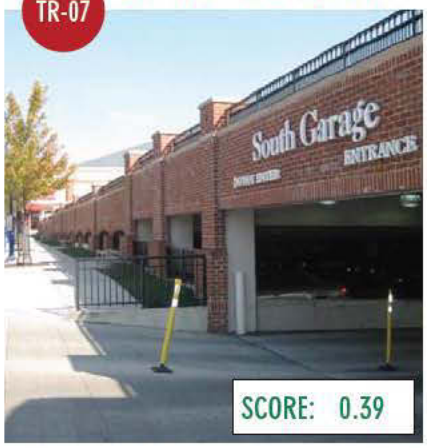


TR-04 LANDSCAPED SCREENING

TR-05 SURFACE PARKING

TR-06 ARTFUL PARKING SCREENING

TR-07 LOW PARKING STRUCTURE



TR-08 BIKE PARKING

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VISUAL PREFERENCE SURVEY
URBAN AMENITIES

UA-01 OPEN CENTRAL GREENSPACE

SCORE: 1.65

UA-02 CURB BUMP-OUT FOR CAFE SPACE

SCORE: 1.57

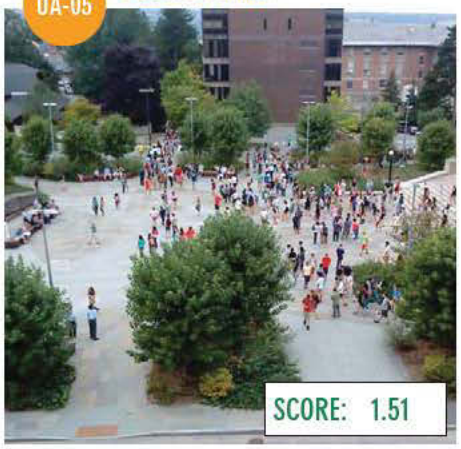
UA-03 HANGING RETAIL SIGNAGE

SCORE: 1.32

UA-04 PARKLET DINING

SCORE: 1.39

UA-05 PUBLIC PLAZA



SCORE: 1.51

UA-06 PROGRAMMABLE OPEN SPACE

SCORE: 1.58

UA-07 BUMP-OUTS AS GREEN INFRASTRUCTURE

SCORE: 0.88

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Public Workshop Report for October 16th Event & Follow-up Online Survey

PUBLIC WORKSHOP

The Planning Team, including City staff, Lakota, TY Lin, and Goodman Williams Group conducted the third Community Workshop on Wednesday October 16th, from 6:00 to 8:00 p.m. at the Brown County Library. An additional public workshop was conducted by City of Green Bay staff on Saturday November 16th at the Neville Public Museum. The purpose of the third public workshop was to present and solicit feedback from the participants on a series of alternate concepts and strategies for the downtown. The workshop began with an approximately 40-minute long presentation which included a summary of previous steps, input gathered from the second public workshop, and an overview of the concepts and strategies developed for the downtown.

Following this presentation, participants were able to review the concepts and strategies in more detail at a series of stations. Participants were provided ballots to record their input, thoughts and preferences. Members of the project team were available to answer questions. Based on the sign-in sheet at the October 16th event, 49 people attended the workshop. 38 participants filled out ballots analyzing the concepts. For the November 16th event, 33 people signed the sign-in sheet and 23 completed ballots were turned in.

Concepts were organized into three categories (the workshop presentation and the individual concepts are available for review on the project website):

- Opportunity Sites: Development concepts for key catalytic sites within the downtown
- Policies and Programs: Concepts and strategies for policies and programs that would enhance targeted areas within the downtown.
- Public Improvements: Concepts for enhancing areas, like roadways and river edges, which are within the public realm.

Participants were asked to rate the importance of each concept to the downtown, with the choices being: high, medium, low or not at all. Based on the tabulation of the ballots collected, most concepts were well received. A summary table of the ballots is provided below.

TABLE 1: WORKSHOP #3 BALLOT TABULATION (FROM 61 SUBMITTED BALLOTS)

			Importance			
			High	**Medium**	**Low**	**Not At All**
Development Concepts	DC1	Downtown Core - Town Square	46.6%	29.3%	17.2%	6.9%
	DC2	Downtown Core - Pine Street Extension	67.8%	23.7%	6.8%	1.7%
	DC3	Larsen Green - Neighborhood	55.2%	24.1%	15.5%	5.2%
	DC4	Larsen Green - Campus	43.1%	31.0%	17.2%	8.6%
	DC5	Monroe Corridor	47.5%	42.4%	10.2%	0.0%
	DC6	Broadway District Parking	30.0%	61.7%	6.7%	1.7%
Programs & Policies	DC7a	Neighborhood Infill A - S.F./Duplexes	20.7%	46.6%	29.3%	3.4%
	DC7b	Neighborhood Infill B - Townhomes	38.6%	45.6%	12.3%	3.5%
	DC8a	Downtown Infill A - Office	29.6%	44.4%	18.5%	7.4%
	DC8b	Downtown Infill B - Mixed-use	29.6%	51.9%	16.7%	1.9%
Public Improvements	PI1	Bridge Enhancements	65.5%	19.0%	15.5%	0.0%
	PI2	Shoreline Enhancements	55.9%	35.6%	6.8%	1.7%
	PI3	Hubbard Promenade/Overlook	28.8%	50.8%	20.3%	0.0%
	PI4	Washington Street Protected Bike Lanes	50.0%	26.8%	16.1%	7.1%
	PI5	Washington Street Angled Parking	19.6%	32.1%	32.1%	16.1%
	PI6	One-way to Two-way Street Conversions	40.0%	40.0%	12.7%	7.3%
	PI7	Walnut Street Road Diet	38.9%	38.9%	18.5%	3.7%
	PI8	Focal Nodes	31.6%	35.1%	19.3%	14.0%

	= Highest percentage category

The best performing concepts from the evening were the Pine Street Extension Concept for the Downtown Core and the Bridge Enhancements Concept. The Pine Street Extension Concept showed Pine Street reconnected between Adams and Washington Streets and a new full-block town square located north of Pine between Adams and Washington. The Bridge Enhancement Concept envisioned the Walnut and Main Street Bridges being enhanced with pedestrian scale lights, banners, hanging baskets and architectural lighting.

Several other concepts were indicated as highly important by the majority of participants, including:

- Larsen Green Neighborhood Concept: A mixed product type residential infill concept for the Larsen Green development site.
- Neighborhood Infill – Townhomes Concept: A concept to allow or encourage townhomes as a way to infill and increase density in neighborhoods within the downtown.

- Shoreline Enhancements Concept: A series of naturalized enhancements to the west side of the Fox River between Walnut and Main Streets.
- Washington Street Protected Bike Lanes Concept: Modifications to the Washington Street roadway to create protected bike lanes, while maintaining two-way traffic flow and on-street parking.
- One-way to Two-way Street Conversions: Restriping of Madison and Jefferson Streets to allow for on-street bike lanes and convert the roads from one-way to two-way traffic.

ONLINE SURVEY

The project team identified the desire for additional input beyond what was collected at the workshop, so an online survey was prepared to collect additional information. The survey was organized to solicit input on both preference and importance. Due to the amount of information covered, the survey was offered in a short version and a more detailed version, to allow participants to choose how much time they were able to commit.

The survey was made available online from November 7th to November 20th. A link to the survey was provided on the project website and announcements were sent out to the project mailing list, and through Downtown Green Bay Inc.'s weekly email newsletter. Of the 424 surveys started, 281 were completed. This total was above the project team's expectation and similar or better to comparable planning projects. Of the surveys completed, 46% were the short version and 54% were the detailed version.

A full report of the survey questions and results can be found at the end of this document. Below are the major highlights of the results.

Downtown Core

The Pine Street Extension concept was favored over the other concept for this site by a margin of 72% to 28%. When asked how important the Pine Street Extension concept was, 57% of <u>all</u> surveyed indicated it was of high importance. Of those taking the survey who specifically picked the Pine Street Extension as their preferred concept, 71% indicated it was of high importance. The more detailed survey asked participants to indicate what type of timing was appropriate for this project. Of all responding, 45% chose "The City should aggressively work to make this concept a reality" and 41% chose "I like the concept and would be happy to see it accomplished in the next five to ten years." However, for only those who selected the Pine Street Extension concept, preference for the aggressive timing drops to 44% and the preference for a five to ten year timing grows to 44%, which shows an understanding that this concept is more challenging to accomplish in a short time frame amongst those who prefer it.

Participants were also asked what activities or features they would like to see in a town square. The preferred options included open lawn, amphitheater, public art and seasonal ice skating rink. The one option that scored poorly, relative to the other options, was a playground.

Larsen Green

For this site, the two concepts (neighborhood and campus) presented received similar amounts of support. 38% of participants indicated a high importance for the neighborhood concept and 39% indicated medium importance. For the campus concept, 34% indicated high importance and 39%

indicated medium importance. When asked what uses would be acceptable on this site, most were favorable towards restaurants, small retail shops, mixed-use, institutional uses and higher density residential. Light industrial, duplexes and single-family uses were generally seen as not acceptable for the site. In terms of importance and priority, residential was the highest, followed by retail and cultural.

Monroe Corridor

As there were not alternate concepts for this site, the online questions focused on appropriate land uses. Most participants were supportive of a wide range of land uses on the corridor, with restaurants, small retail and mixed-use regarded as most acceptable. Only light industrial was seen as not acceptable. When asked about importance and priority, residential was again the highest, followed by retail and office. Specific businesses that were highly desired included independent restaurants, a grocery store and a coffee shop.

Neighborhood Infill

In evaluating what types of residential would be appropriate for infilling downtown neighborhoods, 63% preferred the concept showing townhomes to 37% preferring the concept that show only single-family and duplexes. In the more detailed survey, participants were asked their opinion on increased density. 37% selected the answer that duplexes and townhomes should be allowed and 25% selected the answer indicating that duplexes and townhomes should be encouraged. Only 23% felt that the neighborhoods should remain single-family.

Downtown Core Infill

For infilling the downtown core, the preference was towards residential/mixed-use infill with 65% over office infill with 35%. Most uses were found acceptable, and residential, office and retail were seen as the most important.

Public Improvements

In the online survey, participants were asked to indicate the importance of four public improvement concepts and then prioritize them against the others. The following table details how the four concepts were ranked in terms of importance.

TABLE 2: ONLINE SURVEY PUBLIC IMPROVEMENTS IMPORTANCE

	Importance			
Concept	**High**	**Medium**	**Low**	**Not at all**
Bridge Enhancements	35.6%	35.6%	23.2%	5.6%
Shoreline Enhancements	61.8%	31.2%	6.0%	1.1%
Promenade and Overlook	43.7%	37.8%	16.1%	2.4%
Focal Nodes	36.3%	39.1%	18.3%	6.3%

	= Highest percentage category

Similar to the workshop results, all the concepts were well received. However, in the online survey, more participants identified the shoreline enhancements concepts as having high importance. This was also supported by the results of a second evaluation where participants were asked to indicate priority. In this evaluation, shoreline enhancements were identified as the first priority, bridge enhancements as second, the Hubbard Street promenade and overlook as third and the focal nodes as fourth.

Roadway Improvements

A second set of public improvements focused on roadway specific concepts. Again, participants were asked to indicate their importance and then prioritize them against the others. One difference from the workshop evaluation was that streetscape enhancements for Washington Street was pulled out as a separate concept for evaluation. The following table details how the five concepts were ranked in terms of importance.

TABLE 3: ONLINE SURVEY ROADWAY IMPROVEMENTS IMPORTANCE

	Importance			
Concept	**High**	**Medium**	**Low**	**Not at all**
Washington Street - Protected Bike Lanes	47.1%	29.6%	15.7%	7.5%
Washington Street - Back-in Angle Parking	17.6%	31.2%	31.5%	19.7%
Washington Street - Streetscape Enhancements	49.6%	31.4%	15.7%	3.2%
One-way to Two-way Conversion (w/ bike lanes)	36.2%	33.3%	24.6%	5.8%
Walnut Street Road Diet	28.7%	34.9%	24.0%	12.4%

	= Highest percentage category

Washington Street protected bike lanes and streetscape enhancements were both favored. In terms of prioritization, Washington Street protected bike lanes were first, Washington Street streetscape was second, one-way to two-way conversion with bike lanes was third, Walnut Street road diet was fourth and Washington Street back-in angled parking was fifth.

COMBINED WORKSHOP/ONLINE SURVEY RESULTS

While there were differences between the workshop ballot questions and the online survey questions, there were several questions that were consistent between the two formats. The totals for these questions have been combined and the results are summarized in the table on the next page. Generally, the ratings dropped with the addition of the online survey results, with the exception of shoreline enhancements and the Hubbard promenade and overlook, which both increased due to the strong support expressed in the online survey results.

TABLE 4: COMBINED WORKSHOP AND ONLINE SURVEY BALLOT TABULATION

			Importance			
			High	**Medium**	**Low**	**Not At All**
Development Concepts	DC1	Downtown Core - Town Square	32.4%	37.3%	23.5%	6.8%
	DC2	Downtown Core - Pine Street Extension	58.3%	24.7%	12.8%	4.2%
	DC3	Larsen Green - Neighborhood	40.4%	36.2%	17.4%	5.9%
	DC4	Larsen Green - Campus	35.7%	37.9%	18.8%	7.6%
Public Improvements	PI1	Bridge Enhancements	40.6%	32.7%	21.9%	4.7%
	PI2	Shoreline Enhancements	60.8%	32.0%	6.1%	1.2%
	PI3	Hubbard Promenade/Overlook	41.2%	40.0%	16.8%	2.0%
	PI4	Washington Street Protected Bike Lanes	47.6%	29.2%	15.8%	7.4%
	PI5	Washington Street Angled Parking	17.9%	31.3%	31.6%	19.1%
	PI6	One-way to Two-way Street Conversions	36.9%	34.4%	22.7%	6.0%
	PI7	Walnut Street Road Diet	30.4%	35.6%	23.1%	10.9%
	PI8	Focal Nodes	35.5%	38.4%	18.5%	7.6%

	= Highest percentage category

CONCLUSIONS

Based on the input received from both the workshop and online survey, there are certain themes and direction that the project team can surmise:

- Most of the concepts developed were well received and should move forward into the Downtown Master Plan, although they should be reviewed and refined to ensure they are implementable, and given the appropriate prioritization and sequencing. The notable exception was the back-in angle parking concept for Washington Street.
- A few of the concepts received strong support and helped to create additional excitement for the future of the downtown. Specifically, the concept for a town square redevelopment in the downtown core and the enhancement of the west shoreline of the Fox River. These concepts should receive focused attention to determine how they can be advanced towards reality, even if implementation occurs over a longer time frame due to the complexity of these projects.
- Additional effort needs to occur in testing solutions for the Larsen Green site. While both concepts did well, comments from participants indicated there were components of both concepts that they liked, and there appears to be a need to further refine and test options for this site.
- For areas such as the Monroe Corridor, and areas of infill in residential neighborhoods or the downtown core, the public will accept a wide range of uses. Based on input, the character of any redevelopment in these areas is more important than specific uses. The Master Plan should address this by providing direction on how to create policies and regulations that will create

flexibility for a range of potential uses, helping these sites respond to market demands, while also providing guidance on character.

- As seen in feedback from the previous public workshops, strong support continues to be expressed relative to additional housing types in and around the downtown. Townhomes in particular are desired by the community as reflected in the responses to the Neighborhood Infill, Downtown Core Infill, and Larsen Green Neighborhood concepts.
- There is strong support for innovative bicycle amenities. While specific concepts have been presented and discussed, they should be planned and implemented in a cohesive way throughout the downtown. This will likely require the preparation of a separate Pedestrian and Bicycle Plan in the near-term.

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Public Workshop Report for December 12th Event

The Planning Team, including City staff and members of the Lakota team conducted the fourth Community Workshop on Thursday December 12th from 6:00 to 8:00 p.m. at the Neville Public Museum. The purpose of the fourth public workshop was to present the structure and components of the draft Master Plan and solicit feedback from the participants to confirm that the process continues to move in the appropriate direction. The workshop began with an approximately 60-minute long presentation which included an overview of the public participation to date and the results of the online survey, review of draft Master Plan vision and goal statements, discussion of the Master Plan components and recommendations, and information about implementation strategies for the Plan such as priorities and timing. Based on the sign-in sheet, 45 people attended the workshop.

Following this presentation, the group moved into a classroom space with several break-out tables. At each of the tables were large-format copies of the plan maps and graphics for review and discussion. Additionally, copies of the vision and goals were available for review and comment. Participants were organized at each table in groups of five to eight people, with a project team representative as a table facilitator. General questions were provided to help guide the conversation. The tables spent approximately 40 minutes discussing, and then all tables were asked to report back to the entire group. The following are the summaries of each table's major points.

TABLE 1

- Pleased that the City is preparing a plan – is important to have a plan, even if everyone does not agree completely on all points
- Generally supportive of the Master Plan direction, priorities seem appropriate
- Desire for historic character to be preserved, support for re-use of buildings where possible
- Preference for Larsen Green "A" concept – preference for townhomes to increase density
- Indicated there should be a goal in the Larsen Green development of a mix of live/work/shop
- One of the goals should be a thriving downtown, which creates the added benefit of more people and eyes on the street – increased safety
- Indicated that programs that encourage single-family rehab are important
- Downtown should consider dog owners and provide accommodations for them

TABLE 2

- Preference for Larsen Green "A" concept
- Single-family homes were not seen as appropriate in Larsen Green
- New retail should not be single-story in the Larsen Green development
- East-west connections between neighborhoods and downtown core are critical

TABLE 3

- Ensure that the Fox River is embraced
- Leicht Park could further work with the river through grade changes at the shoreline
- Could the bridge enhancements be more aggressive and draw people to the river?
- Supportive of transportation enhancement concepts – transit loop and increased frequency
- Plan might be over-emphasizing bike enhancements
- The town square may be over-sized and many of the elements may be achievable on a smaller scale

TABLE 4

- Not enough emphasis on education components
- Support streetscape and lighting, especially on the bridges, to create pedestrian-friendly environment
- Continue to enhance the river's edge and continue CityDeck efforts
- Support for transit loop

TABLE 5

- Potential for extending riverfront trail on the west side of the river to make connections using local roads
- Town square was confirmed as a high priority, but the Baylake Bank building employees need to be maintained in the downtown
- Town square needs to connect and work with the CityDeck
- Shoreline enhancements on the west side of river are important.
- Could the Hubbard Street promenade include a pedestrian overpass over the tracks
- Bayshore in Milwaukee as a potential example for how Larsen Green development could work
- Need for architectural guidelines in the downtown to support and reinforce the character
- Monroe needs its own identity, through pocket parks or other amenities, to create the character
- Desire for additional marina space

TABLE 6

- Consider scaling back the town square concept
- Liked the potential for infill single-family in the Larsen Green development
- Need to identify live-work possibilities within the Master Plan
- Suggest bike rental facility that works jointly with other regional communities
- Wayfinding and signage indicated as important
- Supported more mixed-use in the downtown that brings more people and activity

CONCLUSIONS

Overall, the input and discussion supported the direction and content of the Master Plan. There are several specific comments that should be reviewed by the Planning Team and the Citizen Steering Committee and clarified for the final plan recommendations. For example, there appears to be a preference for townhomes on the Larsen Green site, but there are differing opinions on whether this is an appropriate location for a new single-family neighborhood. Additionally, some participants noted concern for the size of the town square concept.

The table discussions continued to show support for the same central themes that have been heard throughout the planning process and have become foundational to the plan that is being formulated. Participants confirmed the importance of the Fox River, historic preservation, pedestrian- and bicycle-friendliness, and the vibrancy and energy of the downtown. Discussions reflected a strong level of agreement on the top priority future development opportunities and public realm enhancements.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 13, 2023	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2023

City of Green Bay RDA

Check Register

May-23

CHECK#	CHECK DATE	VENDOR NAME	AMOUNT
21677	05/15/2023	CITY OF GREEN BAY	2.60
21678	05/15/2023	DON RIMX INC	10,500.00
21679	05/15/2023	ELEXCO, INC.	93,149.03
21680	05/15/2023	ERNESTO MARANJE	10,500.00
21681	05/15/2023	LEAVES INSPIRED TREE NURSERY	11,433.00
21682	05/15/2023	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	2,930.00
21683	05/15/2023	MZ. ICAR LLC	10,500.00
21684	05/15/2023	YULIA AVGUSTINOVICH	10,500.00
21685	05/30/2023	CITY OF GREEN BAY	18,402.88
21686	05/30/2023	NEIGHBOR-WORKS GREEN BAY	7,390.20
			$ 175,307.71

Redevelopment Authority
Financial Report
CDBG
5/31/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing		28,000.00	-	10,930.00	-	17,070.00
Public Services		164,698.03	-	33,602.86		131,095.17
CDBG Eligible Areas HILP Program		256,561.08	33,731.00	-	79,248.00	211,044.08
CDBG Eligible Areas Public Facilieities and Infrastructure		227,274.38	-	11,433.00	-	215,841.38
CDBG Eligible Areas-Beautificatio/Art		137,054.77	-	42,000.00	-	95,054.77
Economic Development		377,291.26	194,849.88	211,294.54	-	360,846.60
ED Façade & Demo Loans		13,367.85	-	13,367.85	-	-
Administration		176,573.81	-	101,953.66	-	74,620.15
	$ -	**$ 1,380,821.18**	**$ 228,580.88**	**$ 424,581.91**	**$ 79,248.00**	**$ 1,105,572.15**

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		455.78	-	-	-	455.78
Broadband		125,693.39	-	124,000.29	-	1,693.10
Rental/Mortgage Assistance Program LMI		114,948.04	-	-	-	114,948.04
	$ -	**$ 241,097.21**	**$ -**	**$ 124,000.29**	**$ -**	**$ 117,096.92**

Redevelopment Authority
Financial Report
HOME
05/31/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program		526,600.96	-	115,092.95	-	411,508.01
CHDO Projects		288,000.00	-	-	25,000.00	263,000.00
Housing Development Projects		1,435,276.03	69,713.06	36,408.98	1,120,500.00	348,080.11
Administration		144,118.97	7,745.90	28,981.00		122,883.87
HOME-ARP Admin		97,410.80	-	-	-	97,410.80
	$ -	**$ 2,491,406.76**	**$ 77,458.96**	**$ 180,482.93**	**$ 1,145,500.00**	**$ 1,242,882.79**