AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MAY 14, 2024, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09

   Or call in by phone: +1 312 626 6799
   Meeting ID: 831 8804 4732
   Passcode: 084117

   If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting. More detailed Zoom Instructions can be found online.

B. Roll Call.

1. Members: Chair Gary Delveaux, Vice-Chair Matt Schueller, Deby Dehn, Ald. Kathy Hinkfuss, Melanie Parma, and Stephen Srubas.
   Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the Tuesday, May 14, 2024, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the April 9, 2024, meeting.

E. Regular Business.

1. Consideration with possible action on Development Agreement 24-04 with NOVA GB LLC for the redevelopment of 221 Cherry Street (Tax Parcel 12-112).

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

2. Consideration with possible action to approve a six-month planning option with Investment Creations, LLC for the sites located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street, also known as the Schauer & Schumacher buildings.

3. Consideration with possible action to approve the release of River Center Lofts, LLC and Stone House Milwaukee, Inc. from their personal guarantees executed under the Development Agreement – Phase I: Younkers Site Project and to approve a PILOT agreement with Wisconsin Housing Preservation Corporation in relation to their purchase of property located at 335 N. Washington Street, known as the Flats on the Fox development.

4. Consideration with possible action to select housing developer(s) for the redevelopment of the JBS Redevelopment Site at 0 Lime Kiln Rd (Tax Parcels 23-243-1 and B-243-4).

5. Consideration with possible action to select development partner to prepare redevelopment proposal of the former Badger Sheet Metal site at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947).

6. Consideration with possible action to grant a six-month extension to Dana Capital's planning option for the property located at 1035 Vanderbraak Street and the parking lot on the corner of Clay and Vanderbraak Streets (Tax Parcels 20-350, 20-349, 20-381, 20-382, 20-383).

7. Consideration with possible action to approve $40,000 of Tax Increment District Affordable Housing (TIDAH) funding for the addition of one additional affordable housing unit in the project at 317 Dousman Street/240 N. Broadway.

8. Consideration with possible action to approve a six-month planning option for the site located at 1308 E. Walnut Street to NeighborWorks Green Bay.

9. Consideration with possible action to approve a 90-day planning option to Total Service Development for the building of a two-family, two-story home at 716 Mather Street.

10. Consideration with possible action to approve a 90-day planning option to Murray Management Trust for the site located at 1127 Reber Street.

11. Consideration with possible action to award Community Development Block Grant (CDBG) funds for Public Service activities.

12. Consideration with possible action on a substantial amendment to the 2023 Annual Action Plan to reallocate $260,000.00 of Home Improvement Loan Program funding to Infrastructure and Park Improvements in CDBG Areas.

13. Consideration with possible action on the award of CDBG contract CD24-01 Farlin Park Site Redevelopment Phase 1 to the low qualified bidder, Vinton.

14. Consideration with possible action to approve the emergency repairs to the KI Convention Center HVAC systems for $29,864.00.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Date of next meeting: June 11, 2024.

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.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.1

Consideration with possible action on Development Agreement 24-04 with NOVA GB LLC for the redevelopment of 221 Cherry Street (Tax Parcel 12-112).

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

BACKGROUND

NOVA GB, LLC ("Developer"), intends to acquire approximately 1.447 acres of land at 221 Cherry Street in order to complete a Project, which includes the construction of an eight (8) story mixed-use building. The proposed building includes approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately four thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2)-story parking ramp.

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

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

DCED has placed a priority on the creation of rental units at all price points. The Housing Market study from 2020 states "there is a fairly significant shortage of units for those renters making more than 80% of median income ($3,385). This indicates an opportunity to add higher rent and high quality rental units to the market."

As of January 1, 2024, 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, 2024, the Property yields approximately:

- Zero Dollars ($0.00) in total gross real estate taxes annually (assessed mill rate of $19.34);
- Zero Dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

Upon completion of the Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Thirty-Eight Million Dollars ($38,000,000), which is anticipated to yield approximately:

- Seven Hundred Thirty-Four Thousand Nine Hundred Twenty Dollars ($734,920) in total gross real estate taxes annually (assessed mill rate of $19.34);
- Two Hundred Ninety-Five Thousand Two Hundred Sixty Dollars ($295,260) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District ("TID 27" or the "TID"), effective January 1, 2024, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

Staff is aware there are concerns about the construction of this building in close proximity to the adjacent building to the north and is working with the Condo Association, including the Church, as the project moves forward.

RECOMMENDATION

To approve the Development Agreement 24-04 with NOVA GB LLC for the redevelopment of 221 Cherry Street (Tax Parcel 12-112).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

1. Property transfer - The Redevelopment Authority shall convey 221 Cherry Street (Tax Parcel 12-112) to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property (including improvements) to be approximately seven hundred seventeen thousand and one hundred dollars ($717,100.00).
2. TIF Loan - The City shall provide a TIF loan of up to Eight Million Five Hundred Thousand Dollars ($8,500,000.00) to Developer for eligible site redevelopment costs. The TIF funds for the loan would be borrowed by the City through a 20-year bond or note to be repaid through tax increment generated by the new development. Should the property not generate enough tax increment to cover the City's annual debt service, the Developer personally guarantees payment for any annual shortfall.
3. PAYGo Reimbursement - Should the annual debt service payment not consume all the Available TIF Increment, the City shall make available ninety-five percent (95%) of the remaining Available TIF Increment to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.

No levy dollars will be used for this project.

ATTACHMENTS

1. Development Agreement 24-04_221 Cherry St_Draft to RDA 20240510
2. Personal Guarantee- 221 Cherry Street-FINAL-RDA

DEVELOPMENT AGREEMENT 24-04

221 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this 21st day of May, 2024, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), and NOVA GB, LLC, a Wisconsin limited liability company ("Developer"), an affiliated entity of New Land Enterprises, LLC.

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
12-112	221 Cherry St.	1.447	$0.00

B. The parcel listed in A. above shall be referred to as the "Property." The Property comprises approximately one and four hundred forty-seven thousandths (1.447) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete improvements on the Property in accordance with this Agreement, which include but are not necessarily limited to the following (the "Project"):

> Constructing an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp.

The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

D. As of January 1, 2024, 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, 2024, the Property yields approximately:

1. Zero Dollars ($0.00) in total gross real estate taxes annually (assessed mill rate of $19.34);

2. Zero Dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Thirty-Eight Million Dollars ($38,000,000), which is anticipated to yield approximately:

1. Seven Hundred Thirty-Four Thousand Nine Hundred Twenty Dollars ($734,920) in total gross real estate taxes annually (assessed mill rate of $19.34);

2. Two Hundred Ninety-Five Thousand Two Hundred Sixty Dollars ($295,260) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

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

F. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective tax year January 1, 2024, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

G. Developer has requested assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition; environmental remediation; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which tax incremental financing assistance by the City may be afforded to the 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 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.

J. The parties hereby acknowledge and agree that the following may not be completed prior to execution of this Agreement but shall occur promptly thereafter (i) the TID as defined in Section II.T. below shall be created by the City; (ii) the City shall relocate the public art located on the Property to a location other than the Property; and (iii) the City shall close on the sale of the Property to Developer.

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

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or

approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the incentives as set forth in this Agreement. The City intends to recover its costs through the TIF Increment as defined in Section III.B.2.b. below generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

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

B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.

C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be Zero Dollars ($0.00).

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

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

G. "Developer" means NOVA GB , LLC or any assignee of the same.

H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property

2. Exhibit B – Legal Description of the Property

3. Exhibit C – Preliminary Concept Plan

4. Exhibit D – TIF Disbursement Agreement

I. Intentionally Omitted.

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

K. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C 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 which may not be unreasonably withheld.

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

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

N. "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.

O. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:

1. road, lighting, streetscape, pedestrian, and bicycle improvements; and

2. Public Art; and

3. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and

4. telephone, high-speed cable or internet service, and related technology infrastructure; and
5. natural gas, electrical power, and other public utilities; and

6. any related engineering, grading, erosion control, and landscaping; and

7. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 4.

Q. "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.

R. "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.

S. "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 assessed value of all taxable property in the TID.

T. "TID" means the future Tax Increment District to be created in 2024 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the 'TID'), effective January 1, 2024, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

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

V. "TIF Incentive" or "TIF Incentives" means each incentive or incentives collectively as set forth in Section III.B and Section III.C of this Agreement up to the Tax Incentive Cap.

W. "Tax Incentive Cap" means as described and provided for in Section III.C.2 of this Agreement.

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentives. The TIF Incentives 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) Not later than sixty (60) days following the mutual execution of this Agreement, the City and/or RDA shall convey Tax Parcel 12-112, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar ($1.00), and shall provide an owner's policy of title insurance at the time of conveyance.

b) Upon transfer of the Property to Developer, the Developer shall enter a into written month-to-month Lease of the Property with the City and/or RDA for continued parking use to allow for additional time for the City to relocate parking commitments and monuments existing on the Property. The parties agree that the monthly rent shall not exceed one-dollar ($1.00) per month.

c) The RDA shall take a Preferred Forgivable Equity Investment in the Project of Seven Hundred Seventeen Thousand and One Hundred Dollars ($717,100), which is the estimated value of the Property that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven at the point in time that the aggregate assessed value of the Property is greater than or equal to Thirty-Eight Million

Dollars ($38,000,000.00) ("Minimum Assessed Value"). Should the aggregate assessed value of the Property fail to be greater than or equal to the Minimum Assessed Value on or before January 1, 2028, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.

2. TIF Funds and Personal Guarantee.

a) Except the Property Transfer outlined in Section III.B.1.a. above, and the TIF Funds as defined in Section III.B.2.b. below, the Developer shall obtain all necessary equity and private loan commitments that are necessary to complete the Project.

b) In order for this Project to occur, City shall contribute not less than $8,500,000.00 in Tax Increment Financing assistance ("TIF Funds") to Developer. These TIF Funds shall be borrowed by the City whether by bond or note over a 20 year term at the lowest possible interest rate available to the City at the time of issuance ("TIF Incentive"), to be disbursed to the Developer pursuant to a TIF Disbursement Agreement, attached hereto as Exhibit D, and shall be repaid through the Available Tax Increment generated by the Property starting for the taxable year of 2027 (payable in 2028) plus any Annual Shortfall (as defined in Section III.B.2.c below). City's Debt Service payments on the TIF Incentive shall be repaid through Available Tax Increment and is subject to Developer's personal guarantee of the Annual Shortfall as set forth in Article III. Section B.2.c). Upon Developer's receipt of such TIF Funds, which shall be governed by the TIF Disbursement Agreement attached hereto as Exhibit D, between the parties, Developer shall utilize the TIF Funds for the construction of the Project and for designated Qualified Expenditures and improvements as set forth in this Agreement. The City and Developer agree that the TIF Disbursement Agreement is subject to the review and approval of the lender for the Project, and the parties agree to work together in good faith the modify the TIF Disbursement Agreement as may be reasonable required by such lender.

c) Any individual member of the Developer shall personally guarantee any Annual Shortfall, as defined in this Section III.B.2.c below starting for the taxable year of 2027 (payable in 2028). An Annual Shortfall exists when the City's TIF Increment is less than the City's Debt Service annual payments on the TIF Loan ("Annual Shortfall"). The City's TIF Increment is defined as the property tax generated in any given year less the tax generated on the base value of the Property at the time the TIF was established. The City's Debt Service annual payments is defined as the City's debt service annually on Eight Million, Five Hundred Thousand Dollars ($8,500,000), of TIF Assistance borrowed over 20 years at an interest rate of the lesser of the City's lowest possible borrowing rate at the time or 5.5%. The formula for any Annual Shortfall is as follows:

Available Tax Increment

Less : City's Debt Service annual payment for the TIF Funds

_____

= Annual Shortfall (if the difference is negative)

d) At the time of the issuance of the TIF Funds, the City shall provide to Developer an amortization schedule showing the City's Debt Service for the TIF funds each year necessary to have repaid the TIF Funds in full over the course of the 20-year life of the City's bond or note at the City's lowest possible borrowing rate at the time or 5.5% (the lesser of the two).

e) In the event of an Annual Shortfall, the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. City may only invoice Developer for the Annual Shortfall, without adding any other costs or administrative expenses. If the owner of record for the Property and or the entity responsible for the payment of property tax assessed to the Property fails to pay for Annual Shortfall then City may place the unpaid amount as a Special Charge against the Property or enforce the Personal Guarantee as provided herein.

f) Any individual member of the Developer shall provide the Personal Guarantee to the City and RDA, subject to their approval, for any Annual Shortfall realized pursuant to Section III.B.2.c. of this Agreement. The Personal Guarantee shall expire or be released upon the sooner of the (x) termination of the TID, (y) the retirement of the City's Debt Service on the specific bonds or notes issued for the TIF Funds, or (z) 20 years. Developer may, but shall not be obligated to, prepay the unpaid principal balance of the TIF Funds at any time, and if Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt, the Personal Guarantee shall be released by the City and RDA. In the event Developer elects to pay off the unpaid principal balance and any accrued but unpaid interest of the TIF Funds prior to the natural occurrence of the retirement of the debt ("Prepayment"), and the debt associated with the TIF Funds that creates the City's Debt Service may be paid off early at such time as the Developer makes the Prepayment, the City shall, if allowed by the nature of the debt, apply the Developer's Prepayment to the payoff of the debt so as to ensure the Prepayment satisfies the Developer's obligations to pay the City's Debt Service annual payment for the TIF Funds hereunder and eliminate the Annual Shortfall obligations hereunder.

g) Notwithstanding anything else in this Agreement, no assignments shall be made of Personal Guarantee without the consent of the RDA and City which shall not be unreasonably withheld. The Personal Guarantee(s) provided under this section shall remain with the Developer until such time as any party assuming this Agreement as permitted herein enters into a new personal guarantee reasonably approved by the RDA and City. However, the obligation to satisfy payment of any Annual Shortfall, as provided in Section III.B.2.e. shall remain until the City's Debt Service is retired or the TID is terminated, whichever event is sooner.

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

a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to the Minimum Assessed Value on or before January 1, 2028.

b) Except for the Property Transfer, Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient, and

up to the limits of the TID and this Agreement, the value of the Qualified Expenditures shall also be reimbursed to Developer in accordance with the following:

i. Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the Base Value to determine Available Tax Increment.

ii. City shall first be entitled to Available Tax Increment as defined in Section II.C. to cover the City's Debt Service annual payment on the TIF Funds.

iii. City shall then be entitled to five percent (5%) of remaining Available Tax Increment to cover administrative costs incurred by the TID, and for public infrastructure and improvements within the new TID.

iv. Developer shall not be entitled to any Available Tax Increment unless the City's Debt Service annual payment on the TIF Funds for this Project has been met for that particular year. Upon reaching this threshold, the remaining Available Tax Increment shall be known as "TIF Increment" and distributed as follows:

(a) The City shall make available ninety five percent (95%) of the annual TIF Increment to the Developer (the "PAYGo Reimbursement") until all Qualified Expenditures have been repaid to Developer or the TID expires or is earlier terminated. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.

(b) The PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after the full payment of the real estate taxes, Special Assessments and Special Charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2030, the TIF Increment would be determined as of January 1, 2031, and the PAYGo reimbursement would first be payable in 2032.

4. Qualified Expenditures. TIF Funds and PAYGo Reimbursement payments shall be disbursed in the following priority, and only fund the following:

a) Public Improvements, if applicable, and environmental remediation related activities, and asbestos abatement related activities as may be required by State and Federal law; then

b) Private Improvements specifically approved by the City or RDA as stated in Section IV. C.4; then

c) Any other activity specifically approved by the City or RDA.

5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA and City which approval may not be unreasonably withheld, provided however, that the City shall be obligated only to disburse TIF Incentives and/or TIF Increment to the party who has been assigned and has duly assumed this Agreement, as approved by the RDA and City, or a party with whom the City has entered into an alternative agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third-party purchaser and/or developer of any part of the Property.

C. Limitations. The TIF Incentives available to Developer for the Project are limited as follows:

1. Monetary Limitation. The PAYGo Reimbursement in any year shall not exceed ninety-five percent (95%) of the Available TIF Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.

3. Tax Receipts Limitation. Only the 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 PAYGo Reimbursement 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, PAYGo Reimbursement payments shall be made on or before September 1 of each year; provided, however, in no event shall PAYGo Reimbursement 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.

5. Maximum Life of the TID. Payments shall not be made beyond the statutory maximum life of the proposed 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 Developer and 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 June 1, 2024, 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 this Agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property
2. The approximate location of any proposed structures and/or projects to be built on the Property
3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed on the Property.

B. Construction Documents. Prior to January 1, 2025, 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 and such approval shall not be unreasonably withheld. 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 January 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval and such approval shall not be unreasonably withheld. The Development Budget shall include:

1. Not less than Fifty-Five Million Dollars ($55,000,000)] in "hard" construction costs for the entire Project; and

2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders as total contingency; and

3. A line item of not less than one percent (1%) of the Minimum Assessed Value, 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. Specifically including but not necessarily limited to, and as approved by the RDA and City:

   a) The Property and costs associated with the Property Transfer

   b) Environmental and hazardous material remediation and related activities

   c) Public Improvements

d) Utility relocation costs.

e) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.

f) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.

g) Enhanced landscaping beyond basic code requirements as approved by the RDA.

h) Costs associated with the construction of structured parking on the Property allowing for better building design and improving the overall function of the site.

i) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.

j) Costs related to the installation of environmentally sustainable infrastructure and practices in the project, which may include but not necessarily be limited to building HVAC automation controls, high efficiency.

k) Site improvements related to providing access to public transit or alternative transportation options or bicycle related infrastructure, or electric vehicle charging.

l) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

m) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.

n) Costs associated with the borrowing of the amounts to be reimbursed by the TIF Funds until such time as the TIF Funds are received.

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control,

permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

3. Developer shall have obtained the approval of the City, 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 January 1, 2025, proof of equity commitments equal to not less than twenty percent (20%) of the Development Budget less anticipated TIF Incentives ("Equity") for injection into the Project and otherwise in an amount sufficient to obtain financing for all Project costs. Any available Equity 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 other third party financing may be used to pay Project costs.

G. Proof of Financing. By no later than January 1, 2025, Developer shall have delivered proof reasonably satisfactory to the City and RDA of financing, which combined with the injection of the Equity into the Project and the TIF Incentives, 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. Within sixty (60) days of the mutual execution of this Agreement and subject to the City's obligations hereunder, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.

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

L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than June 30, 2027. Developer shall

file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

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

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

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

P. Transfer or Sale of Project Property.

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

2. No Transfer to Exempt Entities. 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 ("PILOT") P prior to the closure of the TID, the City shall be entitled to a PILOT amount equal to 100% of the property tax assessed on the Property. Provided a PILOT exists as a result of the foregoing, following the closure of the TID, the City shall be entitled to a PILOT amount equal to 40% of the property tax assessed on the Property.

3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should, the City in its sole discretion determine that the Developer has not completed any elements of the Project as defined herein, Developer shall provide City the exclusive right, for a period not to exceed one (1) year from the determination of incompletion of the Project to purchase an undeveloped or underdeveloped portion of the Property. For clarity, the City's exclusive right to purchase the Property due to Developer's inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before June 30, 2027. The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place

until such time as the aggregate assessed Property value meets or exceeds the Minimum Assessed Value. For clarity, this right of first refusal and Developer's prohibition against encumbering the Property shall not apply if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

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

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

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

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

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

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

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

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

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

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

a) Bodily Injury by Accident – one hundred thousand dollars ($100,000.00) per accident;

b) Bodily Injury by Disease – one hundred thousand dollars ($100,000.00) per employee; and

c) Five hundred thousand dollars ($500,000.00) policy limit.

2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

a) General Aggregate Limit – two million dollars ($2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars ($2,000,000.00);

b) Bodily Injury and Property Damage – two million dollars ($2,000,000.00) per occurrence;

c) Fire Legal Liability Damage Limit – one hundred thousand dollars ($100,000.00) per occurrence; and

d) Medical Expense Limit – ten thousand dollars ($10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims

or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

a) Bodily Injury – two hundred fifty thousand dollars ($250,000.00) per person; and

b) One million dollars ($1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars ($250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars ($1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

T. 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 Wisconsin indicating Developer's existence and good standing.

B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.

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

E. TID District. The RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The RDA and City intend to create a new TID effective January 1, 2024, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.

B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.

B. No Material Change in Developer Operations. There has been no adversely material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

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

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

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

F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of

grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

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

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to the real property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after written notice of such failure to pay;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect which is not made true or cannot be made true within thirty (30) business days of written notice of such discrepancy.

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 reasonable determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

6. Involuntary Liens. Except as permitted by Section VII. D. 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. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;

2. Termination. Terminate this Agreement without further notice to Developer;

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, including withholding TIF Funds and/or of PayGo Reimbursement payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;

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 at the rate of twelve percent (12%) 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. 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 to Developer in full by Available 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 expiration of the TID.

C. Survival of Certain Provisions. Sections III.B.1.c.; III.B.2.c.; III.B.2.e.; III. D.; IV.E.; IV.I.; IV.K.; IV.P.2.; IV.Q.; IV. R.2; IV.T.1.; IV. T.2.; V.A.; V.B.; V.C.; V.D.; V.E.; VII. C.; VII. D.; VII. E.; VII.G.; VII.K.; VII.L.; VIII.B.; VIII.D.; VIII.E.; VIII.F.; X.B.; X.C.; X.G.; X.J.; X.K.; X.L.; X. N.; X. O.; X.P.; X.Q.; X. R.; and X.T. 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 for to an entity created solely for the purposes of owning the Project and over which the Developer maintains managerial control, Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

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. Except for intentionally harmful acts, 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. Except for intentionally harmful acts, 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, pandemics including but not limited to COVID-19 or any variant of COVID-19, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds three hundred sixty-five (365) 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, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City 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); or

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: celestine.jefferys@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: cheryl.renier-wigg@greenbaywi.gov

To the Developer: New Land Enterprises, LLC
Address: 1840 N Farwell Ave. STE A, Milwaukee, WI 53202
e-mail: tim@newlandmke.com
phone: 414-271-5263

with a copy to: Attorney Name Sheldon Oppermann
Firm Address 1840 N Farwell Ave. STE A
Firm City, Zip Milwaukee, WI 53202
email: sheldon@newlandmke.com
phone: 414-550-9717

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. This Agreement may be signed electronically and 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.

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. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project (each a "Permitted Lien"). 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) that is not a Permitted Lien.

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. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

T. 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:
NOVA GB, LLC

By: _____
NOVA GB Sponsor, LLC
Manager

By: _____
Tim Gokhman, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____ to me known to be the person(s) 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 NOVA GB, 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 _____ 2024, 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 NOVA GB, LLC ENTERPRISES, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 202, 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

EXHIBT B
Legal Description

DESCRIPTION OF PARCEL 12-112

All of Lots 29, 30, 31, 46, 47 and 48, according to the recorded Plat of Navarino;

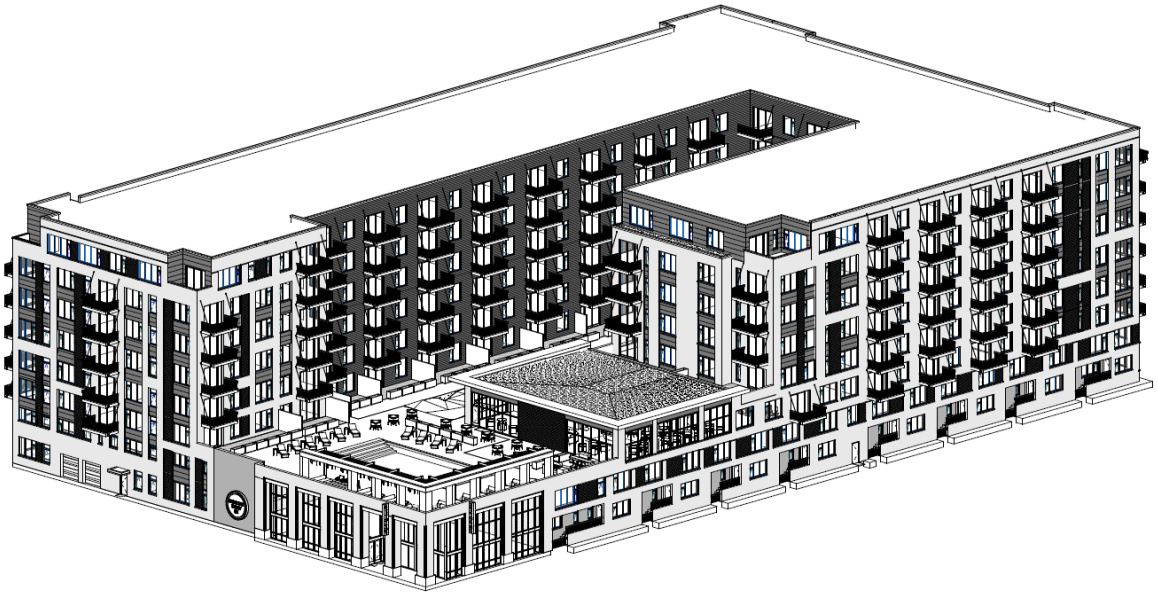
also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 4 of Condominium Plats, Page 190, as Document Number 2173810, (said Certified Survey Map Number 2215 and Baylake City Center Condominium being part of Lots 32-35 and 42-45, according to the recorded Plat of Navarino, and the Vacated Pine Street and the Vacated Washington Street rights-of way, recorded in Jacket 4707, Image 1, as Document Number 958327);

also, the vacated Public Alley lying easterly of Lots 29, 30, 31, and westerly of Lots 46, 47 and 48, according to the recorded Plat of Navarino, recorded in Jacket 4707, Image 1, as Document Number 958327;

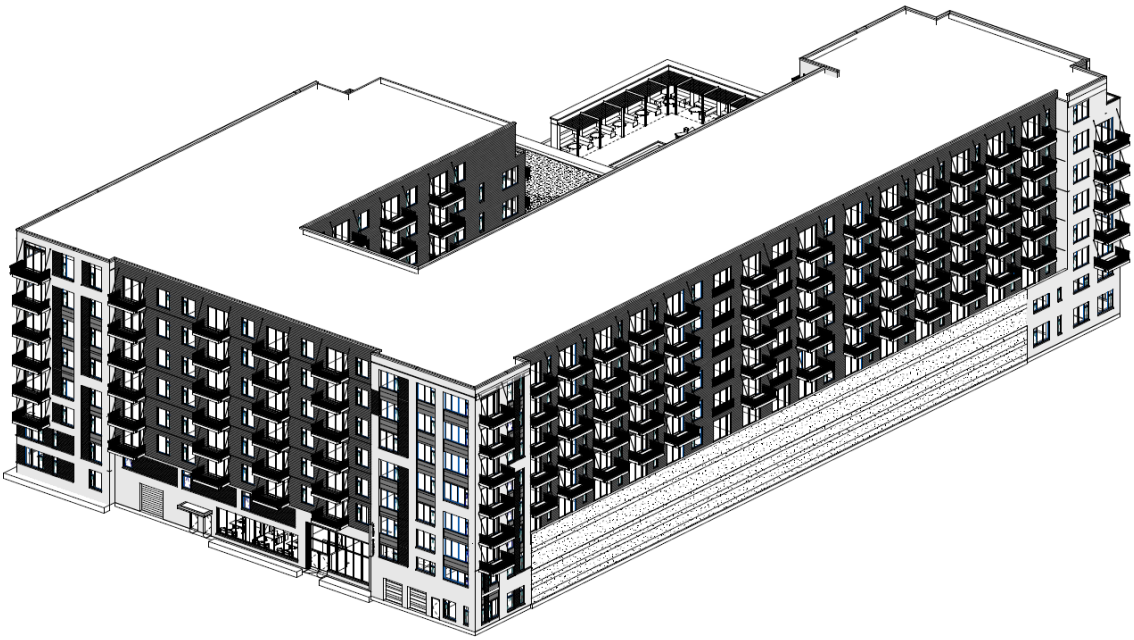
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

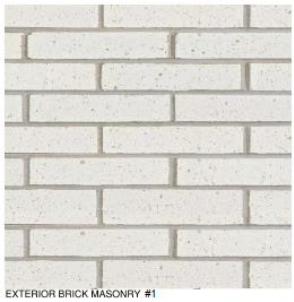
EXHIBIT C
Preliminary Concept Plan



1 NORTHEAST CORNER
0010



2 SOUTHWEST CORNER
0010


EXTERIOR BRICK MASONRY #1

EXTERIOR BRICK MASONRY #2

EXTERIOR FIBER CEMENT BOARD SIDING

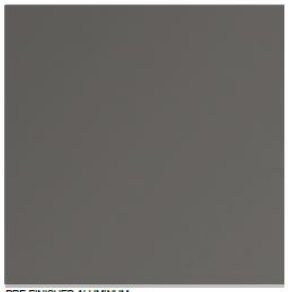
EXTERIOR STONE MASONRY #1
(Pedestal of Columns condition)

EXTERIOR STONE MASONRY #2
(Poolside Cabana condition)

EXTERIOR STONE MASONRY #3
(Sill Condition)

PRE-CAST CONCRETE PANEL

PRE-FINISHED ALUMINUM
(Coping Condition)


PRE-FINISHED ALUMINUM
(Balcony Condition)

SOUTHWEST STREET CORNER LOOKING NORTH

SOUTHEAST CORNER LOOKING NORTH

POOLSIDE CABANA LOOKING NORTH

SOUTHWEST SIDEWALK CORNER LOOKING SOUTH

ADAMS STREET LOOKING SOUTHWEST

CHERRY STREET LOOKING EAST

CENTRAL COURTYARD LOOKING WEST

EXHIBIT D
TIF Disbursement Agreement

TAX INCREMENT FINANCING (TIF) DISBURSEMENT AGREEMENT
CITYDECK COMMONS

This Tax Increment Financing Disbursement Agreement is made and entered into this _____ day of _____, 2024, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), **NOVA GB LLC**, a Wisconsin Limited Liability Company (hereinafter "TIF RECIPIENT"). The RDA, CITY, and TIF RECIPIENT may sometimes be referred to individually as "Party" and collectively "Parties."

WHEREAS, the Parties have entered into a Development Agreement dated May __, 2024 relating to the Property (the "Development Agreement").

WHEREAS, the RDA owns property (hereinafter the "Property") (parcel no. 12-112) located at 221 Cherry Stret, Green Bay, Wisconsin; and

WHEREAS, the CITY and RDA desire to have TIF RECIPIENT construct an eight (8) story mixed-use building, including approximately two hundred sixty-eight (268) market rate multi-family apartment units, approximately fourth thousand eight hundred fifty (4,850) square feet of commercial space on the first floor, and an internal two (2) story parking ramp (the "Project"); and

WHEREAS, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

NOW THEREFORE based upon the covenants and considerations contained herein, the Parties mutually agree as follows:

1. The real estate subject to this Agreement, is located in the City of Green Bay, Brown County, State of Wisconsin, and is legally described as follows:

   Parcel 12-112

   LEGAL DESCRIPTION NEEDED

2. The term of this Agreement shall be twenty-five (25) years or until TIF RECIPIENT satisfies the full amount of the CITY's debt service pursuant to the terms and conditions of the Development Agreement, whichever occurs sooner.

3. Pursuant to the terms of the Development Agreement between the Parties, the tax increment financing (hereinafter "TIF") amount of not less than $8.5 million shall be placed into an escrow account as a lump sum into TIF RECIPIENT's bank.

4. TIF RECIPIENT shall draw first from the Developer's equity account prior to accessing any TIF monies from CITY or RDA. Thereafter, TIF monies may be drawn from the escrow account on a percentage basis along with any of TIF RECIPIENT's loan monies. The percentage basis for draw calculations shall be as follows: For every $1,000.00 spent related to the Project, CITY or RDA shall authorize the disbursement of $150.00 after review and written approval by CITY or RDA of any invoices for any work completed.

5. All draws shall be expressly approved in writing by all of the following parties before the draw occurs: TIF RECIPIENT, RDA, and CITY. The TIF RECIPIENT, RDA, and CITY agree to work together in good faith to process draw requests and related requests for disbursement in good faith and in a timely manner. In the event any item of a draw or disbursement request is disputed, the parties agree to modify the request to allow the undisputed items to be processed without unnecessary delay.

6. This Agreement shall not take effect until final approval by the RDA and CITY and upon execution.

7. This Agreement may be terminated only upon written consent of the parties.

8. This Agreement may only be amended upon written consent of the RDA and the City. Any amendments shall be in writing and executed by all parties.

9. In the event of alleged default on all or any part of this Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting Party shall give the defaulting Party specific written notice of such default, in the manner provided herein. The alleged defaulting Party shall have five (5) business days for any payment default and thirty (30) days for any non-payment default to cure said default. If the defaulting Party does not cure said default during the applicable cure period, the non-defaulting Party may take any and all steps necessary to address such default, including but not limited to, instituting any necessary legal action.

10. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either Party and may be exercised as often as occasion therefore shall arise. This is a guarantee of payment and not of collection.

11. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is in writing signed by such party and only to the extent therein set forth.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and

each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assignees.

13. TIF RECIPIENT may not assign this Agreement or any of its rights or obligations without the written consent of the CITY or RDA.

14. Except as may be otherwise specifically set forth in this Agreement, all development of the Project shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the CITY, as the same may be amended or adopted from time to time.

15. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between TIF RECIPIENT, RDA and CITY, and there are not promises, agreements, conditions or understandings, either oral or written, express or implied, between them, with respect to the guarantee provided hereby other than as herein set forth. Except as herein provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

16. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons or parties, as third party beneficiaries or otherwise, and this Agreement shall be deemed to have conferred any rights, expressed or implied, upon any other person.

17. Time is of the essence for performance of the terms and conditions contained in this Agreement. However, upon written request of any party, an extension of an agreed-upon time period may be granted at the sole discretion of the granting party.

18. No official or employee of the CITY shall be personally liable to TIF RECIPIENT 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 TIF RECIPIENT under this Agreement.

19. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, or delivered personally:

To TIF RECIPIENT: NOVA GB LLC
c/o New Land Enterprises
1840 N Farwell Ave.
STE A
Milwaukee, WI 53202

To CITY:	City of Green Bay Attention: City Clerk 100 N. Jefferson St. Green Bay, WI 54301
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 N. Jefferson St., Room 600 Green Bay, WI 54301

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

NOVA GB LLC
By: NOVA GB Sponsor LLC, its Manager

By: _____
Tim Gokhman
Its: Manager_____

REDEVELOPMENT AUTHORITY **CITY OF GREEN BAY**

By: _____ By: _____
Gary J. Delveaux, Chair Eric Genrich, Mayor

By: _____ By: _____
Cheryl Renier-Wigg, Executive Director Celestine Jeffreys, Clerk

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
James L. Wiechmann, Tim Gokhman, and Ann Shuk

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to NOVA GB LLC a Wisconsin limited liability company, hereinafter ("Debtor,") guarantees payment or promises to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement 24-04 dated May 21, 2024 (the "Development Agreement"), Tax Increment Financing Incentive and loan extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, James L. Weichmann, a Wisconsin individual, Tim Gokhman, a Wisconsin individual, and Ann Shuk, a Wisconsin individual, (each a "Guarantor" and together the "Guarantors") shall be jointly and severally liable for the amount of any Annual Shortfall, as defined in the Development Agreement, realized when realized and remaining unpaid plus accrued interest may be collected thereon as provided for in the Development Agreement (the "Guarantee"). To the extent not prohibited by law, this Guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. Nothing contained herein shall be construed to obligate the Guarantors or any individual Guarantor for any personal liability for the obligations of Debtor other than the payment of any Annual Shortfall unpaid by Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations of the Debtor under the Development Agreement are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

4. **TERM.** The Guarantee shall be in force and effect for as long as the payment obligations for the Annual Shortfall remain the obligation of the Guarantors as required by the Development Agreement until the earlier of (i) the release by the Lender pursuant to Section B.2.f of the Development Agreement, or (ii) until such time as the obligations for payment by Debtor under the Development Agreement have been satisfied, or (iii) until such time as this guarantee is duly assigned as may be approved by the Lender in the Lender's discretion or the obligations of Debtor under the Development Agreement have been satisfied.

[Signature Page Follows]

Signature Page for the Personal Guarantee of Specific Transaction
James L. Wiechmann, Tim Gokhman, and Ann Shuk

Dated at Green Bay, Wisconsin, this ___ day of _____, 2024.

_____
James L. Wiechmann

_____, subscribed and sworn to before me this ____ day of _____, 2024.

_____
_____
Notary Public, _____ County, WI
My commission expires_____

_____
Tim Gokhman

_____, subscribed and sworn to before me this ____ day of _____, 2024.

_____
_____
Notary Public, _____ County, WI
My commission expires_____

_____
Ann Shuk

_____, subscribed and sworn to before me this ____ day of _____, 2024.

_____
_____
Notary Public, _____ County, WI
My commission expires_____

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a six-month planning option with Investment Creations, LLC for the sites located at 227 E. Walnut Street, 101 N. Adams Street, and 109 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 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 Adams Street 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 has received a proposal from Investment Creations, LLC for a six-month planning option to develop both buildings.

101 and 109 N. Adams Street is proposed to convert the second and third floors into 3-bedroom, 2.5-bath luxury apartments with an open concept design, an elevator bay, and individual stairs, and a possible small rooftop deck for the apartments. The main level would either have a retail/office component or a possible café with the basement converted to a bar. The design is dependent on future tenants.

227 E. Walnut Street will be subject to design based on future tenants as well. The current concept is to divide the building into two units for retail space and a restaurant with possible seating in the alley.

Development will be done with a phased approach, starting with the 109 N. Adams building. The developer is requesting to purchase the parcels for $1 each.

Investment Creations, LLC brings knowledge and experience with 20+ years of working with historical buildings such as the Schauer & Schumacher buildings. The developer is requesting a six-month planning option to thoroughly assess the feasibility of the project.

RECOMMENDATION

To approve a six-month planning option to Investment Creations, LLC for the rehabilitation of the sites located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street.

FISCAL IMPACT

ATTACHMENTS

1. GIS

2. UmerSheikh_CityofGreenBay_109NAdams_Offer_2024_0425_Signed
3. UmerSheikh_CityofGreenBay_227EWalnut_Offer_2024_0425_Signed
4. UmerSheikh_CityofGreenBay_Letter_S&S_2024_0425

Part of Brown County WI

Map printed on 6/7/2023

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

(920) 448-6480
www.browncountywi.gov

COMMERCIAL OFFER TO PURCHASE

BROKER DRAFTING THIS OFFER ON 04/25/2024 **[DATE] IS ~~(AGENT OF SELLER) (AGENT OF~~ BUYER) ~~(DUAL AGENT)~~** STRIKE TWO

GENERAL PROVISIONS The Buyer, **Umer Sheikh and/or Assigns** offers to purchase the Property known as [Street Address] **101 N Adams St AND 109 N Adams St** in the **City** of **Green Bay**, County of **Brown**, Wisconsin, (Insert additional description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

■ PURCHASE PRICE: **One (1)** **----------** Dollars ($ **1**).

■ EARNEST MONEY of $ **-0-** accompanies this Offer and earnest money of $ **0** will be paid within **5** days of acceptance.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and the following additional items: **None**

■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: ***CAUTION: Address rented fixtures or trade fixtures owned by tenants, if applicable.*** **na**

All personal property included in purchase price will be transferred by bill of sale or **na**

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate but identical copies of the Offer. **CAUTION.** ***Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.***

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before **05/15/2024**. ***CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to the Party's delivery address at lines 29 or 31.

Seller's recipient for delivery (optional):

Seller's delivery address:

Buyer's recipient for delivery (optional): **Umer Sheikh**

Buyer's delivery address: **PO Box 91, Neenah WI 54957 or via email at umersheikh@investmentcreations.com**

(2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 3O.

(3) By fax transmission of the document or written notice to the following telephone number:

Buyer: ( ) Seller: ( )

LEASED PROPERTY If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are **NA**

RENTAL WEATHERIZATION This transaction (is) ~~(is not)~~ STRIKE ONE exempt from State of Wisconsin Rental Weatherization Standards (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) ~~(Seller)~~ STRIKE ONE will be responsible for compliance, including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or no later than **December 31, 2024** unless another date or place is agreed to in writing.

CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs and . Any income, taxes or expenses shall accrue to Seller and be prorated through the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) ( ). STRIKE AND COMPLETE AS APPLICABLE ***CAUTION. If Property has not been fully assessed for tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.***

PROPERTY CONDITION PROVISIONS

■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report dated **--** , which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

■ A "condition affecting the Property or transaction" is defined as follows:

(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;

(b) government agency or court order requiring repair, alteration or correction of any existing condition;

(c) completed or pending reassessment of the Property for property tax purposes;

(d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;

(e) any land division involving the Property, for which required state or local approvals were not obtained;

(f) construction or remodeling on the Property for which required state or local approvals were not obtained;

(g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

(h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;

(i) material violations of environmental laws or other laws or agreements regulating the use of the Property;

(j) conditions constituting a significant health or safety hazard for occupants of the Property;

(k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on the Property; ***NOTE: The Wisconsin Administrative Code contains registration and operation rules for such underground storage tanks***.

(l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

(m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;

(n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

■ PROPERTY DIMENSIONS AND SURVEYS: Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon the formula used. ***CAUTION: Buyer should verify total square footage formula, Property, building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.***

■ INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

■ TESTING: Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to go determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

■ PRE-CLOSING INSPECTION: At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

■ ENVIRONMENTAL SITE ASSESSMENT: An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for Commercial Real Estate"), and state and federal guidelines, as applicable. ***CAUTION: Unless otherwise agreed an "environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution.***

■ PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

FIXTURES A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the Property. See Lines 11 to 17.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 - 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

SPECIAL ASSESSMENTS Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

____ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

☐ land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

☐ a _____ INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mortgage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized **over not less than** _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall **not exceed $** _____ .

IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the **mortgage term shall not exceed** _____ %. Initial monthly payments of principal and interest shall not exceed $ _____ Monthly payments of principal and interest may be adjusted to reflect interest changes.

MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

IF FINANCING IS BY LAND CONTRACT $ _____ shall be paid at closing (in addition to earnest money), interest rate following payment **default shall be** _____ %, the default period shall be _____ **days for payments and** _____ days for performance of any other obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer understands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135. **Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.** ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of merchantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in the financing contingency, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes in the year of closing and _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. ***WARNING: If Buyer contemplates improving or developing Property, or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,***

etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contigencies for investigation of these issues may be added to this offer. See lines 293 to 298.

■ FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ***CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.***

■ PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.***

■ TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

DELIVERY/RECEIPT Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provisions in this Offer maybe modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction.

DATES AND DEADLINES Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property is not listed or seller it no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. ***CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.***

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(l)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. It Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

TIME IS OF THE ESSENCE "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: na. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

____ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY

- ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- ☐ A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with representations made prior to and in this Offer.
- ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- ☐ Other _____

This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

____ **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: CHECK THOSE THAT APPLY

- ☐ A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see lines 96 to 108), at (Buyer's) (Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties.
- ☐ A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____, at (Buyer's) (Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site assessment/ inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

X **ADDENDA:** The attached **Addendum A and Exhibit 1** is/are made part of this Offer.

THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.

This Offer was drafted on **04/25/2024** **[date] by [Licensee and firm]** **Umer Sheikh**

(X) _____ _____ **04/25/2024**
Buyer's Signature Print Name Here: ▶ **Umer Sheikh** Social Security No. or FEIN (optional) Date

(X) _____ _____
Buyer's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 236 - 259)

_____ Broker (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(X) _____
Seller's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

(X) _____
Seller's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
Seller Initials Date Seller Initials Date

OFFER TO PURCHASE
ADDENDUM A

This Addendum is attached to and made part of the offer to purchase by Umer Sheikh, (the Buyer) dated April 25, 2024 for the property located at 101 North Adams Street AND 109 N Adams Street in the City of Green Bay, WI.

The continuation of the purchase terms are as follows:

1. Buyer understands that the property identified as 101 North Adams St (the "Property") consists of the alley way between 109 N Adams and 327 W Walnut St.
2. Buyer and Seller to come up with a mutually agreeable Planning Option Agreement within 30 days of acceptance of the offer
3. Seller to ensure that Buyer and its agents, representatives and independent contractors (collectively, "Buyer's Representatives") have timely and sufficient access to the Property to investigate, plan, and evaluate the Property and conduct non-intrusive physical and environmental tests and inspections thereof to determine the fees and costs of separating the two properties.
4. Buyer understands that it is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" and based upon the condition (physical or otherwise) of the Property as of the Acceptance Date, subject to the representations and warranties of Seller set forth in this Agreement. Buyer is relying on its own independent judgment in determining whether to close the transaction contemplated herein. This Section is an important part of the Agreement and will survive Closing. "Acceptance Date" means the date this Agreement is executed by both Seller and Buyer.
5. Buyer holds the right to assign title to other parties at closing.

Buyer: _____ Date: 4/25/2024
Umer Sheikh, A Member, Investment Creations, LLC

Seller: _____ Date: _____
City of Green Bay

Offer to Purchase
Exhibit 1

This Addendum is attached to and made part of the offer to purchase by Umer Sheikh, (the Buyer) dated April 25, 2024 for the property located at 101 North Adams Street AND 109 N Adams Street in the City of Green Bay, WI.

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Green Bay Visit - umers | Inbox (40,807) - umers | Business Banking: Busi | Airbnb | Uvita - Vacatio | Redevelopment Authori | Parcel Data

rfs.greenbaywi.gov/RequestForService/Parcel/ParcelData.aspx?NoRedirect=true

New Chrome available

Find a Parcel
Current Parcel: 12-122

101 N ADAMS ST
GREEN BAY REDEVELOPMENT AUTHORITY
CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006

Street View Map • Green Bay Parcel Map • Google Map

Assessment Records | Zoning and Districts | Brown County Parcel Data | Inspection Records | Special Assessments | Requests For Service | Police Calls

2023 Commercial Assessment | Occupancies

2023 Commercial Assessment

Total Living Units: **0**	Predominant Exterior Wall Desc: **Cavity Brick**	Stories: **1**
Finished Basement S F: **0**	Above Grade S F: **1716**	Property Type: **Mixed use lodging**
Below Grade S F: **0**		

Assigned Appraiser

Assigned Assessor: **Commercial Appraiser 920-448-3067 commercial.appraiser@greenbaywi.gov**

Property Info

Water Front Type: **None**	County: **Brown**	Total Improvements: **2**
Acres: **0.033**	Zoning: **Downtown Two**	Neighborhood Group: **Commercial**
Square Feet: **1437**	Has O B I: **Yes**	Neighborhood: **400 (Downtown)**
Depth: **89**	Has Commercial: **Yes**	Sanitary: **Sewer**
Width: **10**	Has Land: **Yes**	Water: **City water**
Land Use: **Commercial**	Flood Plain:	Traffic: **Light**
Tax Key Number: **12-122**	Property Address: **101 N Adams St**	Legal Acres: **0.033**
O B I Count: **1**	Unit Number:	

Building Information

Tax Class: **Exempt local**	Year Built: **1930**

Legal Description

Legal Description: **1,472 SQ FT PLAT OF NAVARINO N 10 FT OF S 44 FT OF E 89 FT LOT 52 & PRT OF LOTS 51 & 52 DESC IN 87 D 24(A) SUBJ TO J9919-33 AFFIDAVIT OF ADVERSE POSSESSION**

Value

Total Assessed Value Land: **$0**	Total Assessed Value Improvements: **$0**	Total Assessed Value: **$0**

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Green Bay Visit - umers | Inbox (40,807) - umers | Business Banking: Busi | Airbnb | Uvita - Vacatio | Redevelopment Authori | Parcel Data

rfs.greenbaywi.gov/RequestForService/Parcel/ParcelData.aspx?NoRedirect=true

New Chrome available

Find a Parcel

Current Parcel: 12-118

109 N ADAMS ST

GREEN BAY REDEVELOPMENT AUTHORITY
CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006

Street View Map • Green Bay Parcel Map • Google Map

Assessment Records | Zoning and Districts | Brown County Parcel Data | Inspection Records | Special Assessments | Requests For Service | Police Calls

2023 Commercial Assessment | Sketches | Occupancies

2023 Commercial Assessment

Total Living Units: **0**	Predominant Exterior Wall Desc: **Cavity Brick**	Stories: **3**
Finished Basement S F: **1083**	Above Grade S F: **8889**	Property Type: **Neighborhood shopping center**
Below Grade S F: **2963**		

Assigned Appraiser

Assigned Assessor: **Commercial Appraiser 920-448-3067 commercial.appraiser@greenbaywi.gov**

Property Info

Water Front Type: **None**	County: **Brown**	Total Improvements: **1**
Acres: **0.077**	Zoning: **Downtown Two**	Neighborhood Group: **Commercial**
Square Feet: **3354**	Has Commercial: **Yes**	Neighborhood: **400 (Downtown)**
Depth: **77**	Has Land: **Yes**	Sanitary: **Sewer**
Width: **44**	Flood Plain:	Water: **City water**
Land Use: **Commercial**	Property Address: **109 N Adams St**	Traffic: **Light**
Tax Key Number: **12-118**	Unit Number:	Legal Acres: **0.077**

Building Information

Tax Class: **Exempt local**	Year Built: **1930**

Legal Description

Legal Description: **3,389 SQ FT PLAT OF NAVARINO S 1/3 OF E 77 FT OF LOT 51 & N 1/3 OF E 77 FT OF LOT 52 EX SW 5 FT BY 5 FT THEREOF**

Value

Total Assessed Value Land: **$0**	Total Assessed Value Improvements: **$0**	Total Assessed Value: **$0**

The City of Green Bay is not responsible for the misrepresentation, inaccuracies or unauthorized use of the information presented.

COMMERCIAL OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 04/25/2024 **[DATE] IS ~~(AGENT OF SELLER) (AGENT OF~~ BUYER) ~~(DUAL AGENT)~~** STRIKE TWO

2 **GENERAL PROVISIONS** The Buyer, **Umer Sheikh and/or Assigns**
3 offers to purchase the Property known as [Street Address] **227 E Walnut St** in the
4 **City** of **Green Bay**, County of **Brown**, Wisconsin, (Insert additional
5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:
6 ■ PURCHASE PRICE: **One (1)**
7 **----------** Dollars ($ **1**).
8 ■ EARNEST MONEY of $ **-0-** accompanies this Offer and earnest money of $ **0**
9 will be paid within **5** days of acceptance.
10 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
11 ■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: **None**
14
15 ■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: ***CAUTION: Address rented fixtures or trade fixtures owned by tenants, if***
16 ***applicable.*** **na**
17 **All personal property included in purchase price will be transferred by bill of sale or** **na**
18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. **CAUTION.** ***Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term***
20 ***deadlines running from acceptance provide adequate time for both binding acceptance and performance.***
21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 **05/15/2024**. ***CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.***
23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.
25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.
28 Seller's recipient for delivery (optional):
29 Seller's delivery address:
30 Buyer's recipient for delivery (optional): **Umer Sheikh**
31 Buyer's delivery address: **PO Box 91, Neenah WI 54957 or via email at umersheikh@investmentcreations.com**
32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 3O.
33 (3) By fax transmission of the document or written notice to the following telephone number:
34 Buyer: ( ) Seller: ( )
35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
37 are **NA**
38 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ STRIKE ONE exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) ~~(Seller)~~ STRIKE ONE will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.
41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or
42 no later than **December 31, 2024**. unless another date or place is agreed to in writing.
43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and . Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (
48). STRIKE AND COMPLETE AS APPLICABLE ***CAUTION. If Property has not been fully assessed for***
49 ***tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real***
50 ***estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.***
51 **PROPERTY CONDITION PROVISIONS**
52 ■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated **--**, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference
55 COMPLETE DATE OR STRIKE AS APPLICABLE and
56 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

■ A "condition affecting the Property or transaction" is defined as follows:

(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;

(b) government agency or court order requiring repair, alteration or correction of any existing condition;

(c) completed or pending reassessment of the Property for property tax purposes;

(d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;

(e) any land division involving the Property, for which required state or local approvals were not obtained;

(f) construction or remodeling on the Property for which required state or local approvals were not obtained;

(g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;

(h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;

(i) material violations of environmental laws or other laws or agreements regulating the use of the Property;

(j) conditions constituting a significant health or safety hazard for occupants of the Property;

(k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline and heating oil, which are currently or which were previously located on the Property; ***NOTE: The Wisconsin Administrative Code contains registration and operation rules for such underground storage tanks***.

(l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

(m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;

(n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

■ PROPERTY DIMENSIONS AND SURVEYS: Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon the formula used. ***CAUTION: Buyer should verify total square footage formula, Property, building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.***

■ INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

■ TESTING: Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to go determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

■ PRE-CLOSING INSPECTION: At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

■ ENVIRONMENTAL SITE ASSESSMENT: An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for Commercial Real Estate"), and state and federal guidelines, as applicable. ***CAUTION: Unless otherwise agreed an "environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution.***

■ PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

FIXTURES A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the Property. See Lines 11 to 17.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 - 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

SPECIAL ASSESSMENTS Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

____ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

☐ land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

☐ a _____ INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mortgage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized **over not less than** _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall **not exceed $** _____ .

IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the **mortgage term shall not exceed** _____ %. Initial monthly payments of principal and interest shall not exceed $ _____ Monthly payments of principal and interest may be adjusted to reflect interest changes.

MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

IF FINANCING IS BY LAND CONTRACT $ _____ shall be paid at closing (in addition to earnest money), interest rate following payment **default shall be** _____ %, the default period shall be _____ **days for payments and** _____ days for performance of any other obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer understands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135. **Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability.** ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of merchantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in the financing contingency, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING A CONTINGENCY FOR THAT PURPOSE.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes in the year of closing and _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance. ***WARNING: If Buyer contemplates improving or developing Property, or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,***

etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contigencies for investigation of these issues may be added to this offer. See lines 293 to 298.

■ FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ***CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.***

■ PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.***

■ TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

DELIVERY/RECEIPT Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provisions in this Offer maybe modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction.

DATES AND DEADLINES Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property is not listed or seller it no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. ***CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.***

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(l)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. It Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

TIME IS OF THE ESSENCE "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: na. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

____ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY

- ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- ☐ A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with representations made prior to and in this Offer.
- ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.
- ☐ Other _____

This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final record to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

____ **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: CHECK THOSE THAT APPLY

- ☐ A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see lines 96 to 108), at (Buyer's) (Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties.
- ☐ A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____, at (Buyer's) (Seller's) expense STRIKE ONE, which discloses no defects. A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site assessment/ inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

X **ADDENDA:** The attached **Addendum A and Exhibit 1** is/are made part of this Offer.

THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.

This Offer was drafted on **04/25/2024** **[date] by [Licensee and firm]** **Umer Sheikh**

(X) _____ **04/25/2024**
Buyer's Signature Print Name Here: ▶ **Umer Sheikh** Social Security No. or FEIN (optional) Date

(X) _____
Buyer's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 236 - 259)

_____ Broker (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(X) _____
Seller's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

(X) _____
Seller's Signature Print Name Here: ▶ Social Security No. or FEIN (optional) Date

This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
Seller Initials Date Seller Initials Date

OFFER TO PURCHASE
ADDENDUM A

This Addendum is attached to and made part of the offer to purchase by Umer Sheikh, (the Buyer) dated April 25, 2024 for the property located at 227 E Walnut Street in the City of Green Bay, WI.

The continuation of the purchase terms are as follows:

1. This offer is subject to Buyer successfully purchasing the properties located at 101 N Adams St and 109 N Adams St located in the City of Green Bay.
2. Buyer and Seller to come up with a mutually agreeable Planning Option Agreement within 30 days of acceptance of the offer
3. This offer is subject to Buyer finding a suitable tenant for the property within the period defined in the Planning Option Agreement.
4. Seller to ensure that Buyer and its agents, representatives and independent contractors (collectively, "Buyer's Representatives") have timely and sufficient access to the Property to investigate, plan, and evaluate the Property and conduct non-intrusive physical and environmental tests and inspections thereof to determine the fees and costs of separating the two properties.
5. Buyer understands that it is expressly purchasing the Property in its existing condition "AS IS, WHERE IS, AND WITH ALL FAULTS" and based upon the condition (physical or otherwise) of the Property as of the Acceptance Date, subject to the representations and warranties of Seller set forth in this Agreement. Buyer is relying on its own independent judgment in determining whether to close the transaction contemplated herein. This Section is an important part of the Agreement and will survive Closing. "Acceptance Date" means the date this Agreement is executed by both Seller and Buyer.
6. Buyer holds the right to assign title to other parties at closing.

Buyer: _____ Date: 4/25/2024
Umer Sheikh, A Member, Investment Creations, LLC

Seller: _____ Date: _____
City of Green Bay

Offer to Purchase
Exhibit 1

This Exhibit is attached to and made part of the offer to purchase by Umer Sheikh, (the Buyer) dated April 25, 2024 for the property located at 227 E Walnut Street in the City of Green Bay, WI.

Chrome File Edit View History Bookmarks Profiles Tab Window Help Thu Apr 25 9:31 AM

Parcel Data

rfs.greenbaywi.gov/RequestForService/Parcel/ParcelData.aspx?NoRedirect=true

Find a Parcel
Current Parcel: 12-119

227 E WALNUT ST

GREEN BAY REDEVELOPMENT AUTHORITY
CITY OF GREEN BAY-CLERK 100 N JEFFERSON ST GREEN BAY WI 54301-5006

Street View Map • Green Bay Parcel Map • Google Map

Assessment Records | Zoning and Districts | Brown County Parcel Data | Inspection Records | Special Assessments | Requests For Service | Police Calls

2023 Commercial Assessment | Sketches | Occupancies

2023 Commercial Assessment

Total Living Units: **0**	Predominant Exterior Wall Desc: **Cavity Brick**	Stories: **2**
Finished Basement S F: **0**	Above Grade S F: **13200**	Property Type: **Mixed use lodging**
Below Grade S F: **0**		

Assigned Appraiser

Assigned Assessor: **Commercial Appraiser 920-448-3067 commercial.appraiser@greenbaywi.gov**

Property Info

Water Front Type: **None**	County: **Brown**	Total Improvements: **1**
Acres: **0.152**	Zoning: **Downtown Two**	Neighborhood Group: **Commercial**
Square Feet: **6621**	Has Commercial: **Yes**	Neighborhood: **400 (Downtown)**
Depth: **100**	Has Land: **Yes**	Sanitary: **Sewer**
Width: **66**	Flood Plain:	Water: **City water**
Land Use: **Commercial**	Property Address: **227 E Walnut St**	Traffic: **Medium**
Tax Key Number: **12-119**	Unit Number:	Legal Acres: **0.152**

Building Information

Tax Class: **Exempt local**	Year Built: **1890**

Legal Description

Legal Description: **6,652 SQ FT PLAT OF NAVARINO E 66 FT OF S 100 FT OF LOTS 52 & 53**

Value

Total Assessed Value Land: **$0**	Total Assessed Value Improvements: **$0**	Total Assessed Value: **$0**

The City of Green Bay is not responsible for the misrepresentation, inaccuracies or unauthorized use of the information presented.

Schauer & Schumacher buildings
101 N Adams St, 109 N Adams St and 227 E Walnut St, Green Bay

April 25, 2024

Mayor Genrich,

Thank you for the opportunity to tour the Schauer & Schumacher building and for taking the time to answer so many of my questions. I am incredibly intrigued and interested in these properties and feel that they have so much more left to give to our community.

I would be very interested in purchasing the properties from the City of Green Bay to bring life back to them. I am not new to renovating old historic buildings. I've been renovating historic buildings for almost 20 years and have done multiple historic renovation projects across the Fox Valley and the surrounding areas. Below you will find my proposal along with a brief introduction that I hope will give you an idea of my intentions for the property and why I think I am qualified/suited to be the right person for the job of bringing new life to these properties.

<u>Schauer & Schumacher Property</u>

I would propose to purchase each lot for $1 from the City of Green Bay. I would ask for a 6 month period as a planning option to put together all the grants, loans, incentives, etc. that would be necessary to make this project profitable. I would also request parking accommodations for the building in the parking ramp.

I will break down my bid for the property based on each individual parcel.

<u>109 N Adams St (and the adjoining parcel comprising of the alley – 101 N Adams St)</u>

I propose to convert each of the second and third floor into 3-bedroom, 2.5 bath luxury apartments. Each apartment would have an elevator bay and stairs giving them a very unique feel. I would plan to lay these apartments out in a very open concept design with bright and open living spaces in hopes to attract young families to live in Downtown Green Bay.

If there are no code issues, I would also propose a small roof top deck for the apartments.

The main level would either have a retail/office component or possible café/bar establishment. I would also look for opportunities to convert the basement level into a bar. The exact design/layout would be determined based on the potential tenant needs.

The exterior of the building would also be updated. I would keep the old original first floor windows and replace the windows for second and third floor.

227 E Walnut St

I would work with the City to find appropriate tenants for the Walnut Street property. I feel that property has many different possibilities. I think it would make the most sense to divide the property into two separate retail units.

The first unit would face Walnut St and will occupy the corner of Walnut and Adams and will become the larger of the two spaces. The second unit would be the rear of the building and will incorporate the portion of the building with a different façade. Depending on the options with 109 Adams St – this could turn into a combined restaurant space with seating in the alley. I would open up the windows and doors that are closed up to the alley, add a nice wrought iron gate and convert that into a courtyard.

I would like to point out that while I am fairly certain of what I would like to do with the buildings, the final design/use will really be determined on what is possible based on building code, cost of construction and the tenant mix that we end up with. I would propose the 227 E Walnut St building to be subject to finding a suitable tenant whereas the 109 N Adams would have no such contingencies.

I appreciate you reading through this lengthy letter and for considering my offer. I think I am uniquely qualified to repurpose the Schauer & Schumacher buildings. I have experience not only renovating old historic buildings but also maintaining them and continuously improving them. I understand the entrepreneur that chooses to be in Historic Downtowns. I still own and manage the properties I renovated 15+ years ago and have maintained close to 100% occupancy in my buildings for the last 15+ years, including COVID. I've got multiple tenants which have been with me for 10+ years – you are welcome to contact any of my tenants (past or present) for a reference on how I am to work with.

I understand old buildings and renovate them in hopes that they are still functional for decades to come. I think these old structures have a lot more to give and it is our responsibility to recycle and reuse these old buildings instead of filling up landfills.

If you have any questions, please do not hesitate to reach out to me. I can be reached via phone/text 414-793-7887 and/or anytime via email at umersheikh@investmentcreations.com.

I look forward to hearing from you.

Regards,
Umer Sheikh

Sample Projects

200 W Wisconsin Ave, Neenah
My first renovations in Neenah (2007). The building was covered in blue Aluminum siding and was falling apart. The brick behind was beyond repair so we decided to stucco the second floor in a burgundy/tan color combo to mimic the red and cream city brick used in downtowns.

Marketplace – 124 W Wisconsin Ave
The building was in receivership and had only 4 tenants remaining – it now has 20+ tenants and it is a thriving community in the heart of Downtown Neenah. The tenants include Lawlss Coffee, Broken Tree Pizza, Radiance Spa, Studio 142, Frozen Tree Ice Cream, My Soul Loves, Salt Box Lighting, Bellwether Design, Neenah News, Investment Planners, and many others.

Equitable Reserve – 116 S Commercial St, Neenah
The Equitable Reserve Association had been bought out and the building had been vacated. There was talk of demolishing it or turning it into 30+ unit apartment building as it was deemed too expensive to restore. It took us almost 2½ years to restore it and now it is home to multiple businesses including Lions Tail Brewing (Neenah's first brewery), Fabric Hair Salon, Buoy Float Spa and The Ballroom which has become a premier wedding/event space.

Shattuck Middle School – 600 Elm St, Neenah
As part of building a new high school, the Neenah Joint School District closed down the Shattuck Middle School and relocated the middle school to the old high school. The Shattuck school building was put up for sale and the leading bid was to tear it down and build single family housing. I felt that there was a lot more left in that old school building and so I put forth a bid to purchase and renovate the building. The current plan is to create a community space in the bulk of the school building along with apartments (30-40). There will also be around 30 single family homes on the school grounds. I feel this will provide a right balance of adding to the tax base, creating new housing and having space that continues to give back to the community in the original spirit of Shattuck middle school.

Other Downtown Neenah Projects
The Chase Bank building – the second/third floor had been vacant since 2007. Now fully occupied and completely renovated.
The Associated Bank Annex building was vacant since the bank renovations. I separated it from the bank and created a whole new Downtown Neenah storefront which did not exist before (106 w Wisconsin Ave). Completely renovated and occupied.
I've done various other renovations and multiple tenant buildouts. At one point, I also had two Downtown Neenah businesses (Timshel Café and Ballroom at The Reserve)…

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Joanne Bungert, Deputy City Attorney, Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.3

Consideration with possible action to approve the release of River Center Lofts, LLC and Stone House Milwaukee, Inc. from their personal guarantees executed under the Development Agreement – Phase I: Younkers Site Project and to approve a PILOT agreement with Wisconsin Housing Preservation Corporation in relation to their purchase of property located at 335 N. Washington Street, known as the Flats on the Fox development.

BACKGROUND

In 2007, the RDA entered into a tri-party agreement with River Vision Partnership LLC and River Center Lofts LLC for a development project at the Younkers Site. $750,000 of TIF assistance was provided for the development of the construction of Section 42 affordable housing units now called Flats on the Fox. The owners of the property, Stone House Development, would like to sell the building to Wisconsin Housing Preservation Corp, a WI non-profit that has thousands of units of affordable housing under their management. This is a tax-exempt entity. They have also asked to have the personal guarantees canceled.

Under the terms of the Development Agreement, personal guarantees were executed to cover any shortfalls in tax increment needed to cover debt service costs. The term of the City's loan extends into 2027. However, there has been enough increment generated to cover the debt service. Therefore, staff supports the release of the personal guarantees as requested.

Also, under the terms of the Development Agreement, a Payment In Lieu of Taxes (PILOT) is required in order for this transaction to take place. All parties have agreed to the PILOT agreement. This will provide a fixed annual payment to the City of $17,085 and will ensure the units will remain affordable. Staff is recommending approval of this PILOT.

RECOMMENDATION

To approve the release of River Center Lofts, LLC and Stone House Milwaukee, Inc. from their personal guarantees executed under the Development Agreement – Phase I: Younkers Site Project and to approve a PILOT agreement with Wisconsin Housing Preservation Corporation in relation to their purchase of property located at 335 N. Washington Street, known as the Flats on the Fox development.

FISCAL IMPACT

ATTACHMENTS

1. Younkers Site DA - Phase I

DEVELOPMENT AGREEMENT – Phase I
Younkers Site Project

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the 11th day of May, 2007, by and between the Redevelopment Authority of the City of Green Bay (hereinafter called the "RDA"), the City of Green Bay (hereinafter called the "CITY"), River Vision Partnership, LLC, a Wisconsin limited liability company (hereinafter called the "DEVELOPER"), and River Center Lofts, LLC (hereinafter "RCL").

WITNESSETH:

WHEREAS, the RDA has acquired a former Younkers' Department Store in the downtown area along the Fox River (parcels 12-1 and 12-14B) legally described and depicted in Exhibit A (hereinafter called "Project Site"), and

WHEREAS, the City and RDA desires to redevelop this parcel to increase the City's tax base and provide residential, commercial, and retail opportunities along the downtown waterfront; and

WHEREAS, the DEVELOPER desires to purchase the Project Site and construct on the property known as the Younkers' site (parcels 12-1 and 12-14B) a mixed-use complex consisting of parking, retail space, commercial office space, and residential units for both ownership and rental.

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

I. PROPOSED PROJECT SCOPE & CONSTRUCTION.

A. Project Description. The DEVELOPER proposes to construct on the Project Site a mixed-use complex consisting of parking, retail space, commercial office space, and residential units for both ownership and rental with construction costs expected to exceed $28 Million and a minimum assessed value of $28 Million (hereinafter "the Project") as more fully depicted and described on the Project Concept Plan attached hereto and incorporated herein as Exhibit B.

1. The Project shall be constructed in two phases. "Phase I" shall consist of construction of retail space, rental lofts, condominiums, the Children's Museum and parking for a total minimum assessed value of $23 Million.

2. "Phase II" of the project shall be a minimum of $5 Million of assessed value and shall consist of commercial and/or retail space. By September 1, 2008, DEVELOPER shall submit evidence of commitments for use, if any, construction and financing for Phase II. Prior to that time, the parties shall negotiate and the RDA shall approve allocation of tax increment financing funding supported by Phase II of the Project. The parties acknowledge that Phase I of the project provided limited financial assistance to the Developer in light of additional financial constraints that arose in the course of negotiations prior to closing on the property. It is anticipated that Phase I will also support greater assistance than originally negotiated by the parties. With this understanding, the City will work towards providing a greater percentage of direct assistance to the Developer in Phase II upon Developer providing a full financial analysis

of actual costs, fees, sales and developer fees attained in Phase I and projected for the remainder of Phase I at the time Phase II will be negotiated by the parties.

3. The RDA has approved of the concept as presented however, in the event the DEVELOPER shall make significant modifications to the concept and design, such changes shall be brought to the RDA for final approval of the design. This approval may be waived by the RDA. Significant modifications include but are not limited to a reduction in the number of residential condominiums or square footage of retail space, change of use or any other change that would impact the projected assessed value of the project.

4. The RDA/City acknowledges that (a) DEVELOPER will convey (or cause the RDA to convey) to River Center Lofts, LLC, a Wisconsin limited liability company ("RCL"), the property identified in attached Exhibit A for a purchase price of Six hundred fifteen thousand and 00/100 Dollars ($615,000.00) of which $350,000.00 shall be paid to Developer on the same day the City transfers the Project Site to Developer under this Agreement; and (b) RCL is to develop, rehabilitate and construct on the RCL Property an eighty thousand (80,000) square foot adaptive reuse building to include approximately three thousand nine hundred (3,900) square feet of commercial space and sixty-four (64) units of affordable rental housing (the "RCL Project"). The RCL and Stone House Milwaukee, Inc., a Wisconsin corporation, (together, the "RCL Parties"), are executing this Agreement solely to evidence the agreement of the City with respect to the RCL Project as set forth in Section V(D) herein and Helen H. Bradbury, Richard B. Arensen, Kelly Denk, Timothy Dixon, and John Vetter will execute separate personal guarantees for the RCL Increment Shortfall, as defined in Section V.D.

B. City Improvements.

1. The City and DEVELOPER will cooperate to integrate the Project with the City's Boardwalk Project, a public improvement project to be constructed by the City on the eastside of the Fox River between the Walnut Street Bridge and the Main Street Bridge, a concept of which is attached hereto and incorporated herein as Exhibit C (hereinafter "the Boardwalk").

   a. The City agrees to construct the portion of the Boardwalk commencing at the Main Street Bridge to the south end of the Project Site (hereinafter Phase I of the Boardwalk) in 2008 subject to the availability of funding. Attached as Exhibit D is an estimated budget of the project and anticipated sources of income for completion of the project.

   b. It is intended that the City will be able to use Tax Increment Financing supported by a project known as Astor Place of which certain principles of Developer are also involved, at least $500,000.00 of Tax Increment Financing supported by the Project and $500,000.00 of the purchase price of the Project Site for Phase I of the Boardwalk. It is understood that these funds will be used in the following priority: (i) first to construct upland portions of the Boardwalk. Any grants or private donations received for specific features of the Boardwalk shall be applied towards construction of those features regardless of the priorities established herein.

c. If the property known as Astor Place, owned by certain members of Developers is under construction by August 15, 2007, the CITY agrees, as part of its construction of the Boardwalk, to install pavers consistent with the remainder of the Boardwalk at the City's sole cost and expense (i) the portion of the Project Site consisting of the 5,500 square feet indicated as "Zone A" on the Project Concept Plan; and (ii) the 2,700 square feet area adjacent to the Project Site indicated as "Zone B" on the Project Concept Plan. If construction is not underway on Astor Place, the Developer shall assume the costs of the described work.

2. The DEVELOPER has requested that the mall overhang over Washington Street be demolished in furtherance of the Project; it shall therefore be the DEVELOPER's responsibility for the demolition of the mall overhang and replacement of a façade on the exterior of the adjoining property. The exposed face of the mall building shall be enclosed and finished with an EIFS or architectural insulated panel system or material of equal or greater structural integrity and architectural design. The system shall have a minimum of 5 years projected useful life and shall have colors and finish that coordinate with the wall system below and adjacent. The City and BayLake Bank shall have approval of the proposed system prior to installation. Upon proof of actual expenses for demolition and façade work, the City will reimburse the expenses up to the amount of $250,000.00. These costs shall not be subject to DEVELOPER's guarantee as set forth in this Agreement.

C. Children's Museum.

1. The Project shall include space for the Children's Museum of Green Bay (hereinafter "the Children's Museum") under terms of a purchase negotiated between the Children's Museum and the DEVELOPER. Of the $2.6 Million in TIF assistance provided to the DEVELOPER, DEVELOPER shall utilize $200,000.00 for purposes of defraying costs associated with construction of space for the Children's Museum. A copy of the term sheet between DEVELOPER and the Children's Museum is attached hereto as Exhibit E.

D. Project Commencement and Completion.

1. The DEVELOPER will commence Phase I construction, which includes asbestos abatement and demolition, (the "Commencement Date Phase I") of the Project within 30 days after taking title to the Project Site of which said closing shall occur within 20 days of execution of this agreement. In the event that the Developer fails to commence construction by the Commencement Date Phase I, title to the property shall revert back to the City, subject to the provisions of Article VIII.E. and Article VIII.F., below.

2. It is agreed and understood by the parties that footings and foundations sufficient to structurally support a $5 Million building addition in Phase II will be the minimum capacity of the footings and foundations. However, prior to construction of a foundation and footing under the Children's Museum and parking, DEVELOPER shall bring to the

RDA for a structural and costs analyses for a specific additional building height as per the request of the RDA for Phase II of the Project for consideration of additional structural capacity beyond the minimum necessary for the $5 Million Phase II requirement, with the understanding that the RDA shall consider the structural and costs analyses to maximize the building height and assessed value while mitigating market risks presented by Phase II of the Project. The parties shall at that time negotiate terms for Phase II of the project of which if the RDA requests that the building be constructed with foundation and footings for a project larger than what is proposed by DEVELOPER for Phase II, the RDA shall be required to provide additional financial support to fund its request, and DEVELOPER is under no obligation to expend or guarantee additional sums or otherwise provide additional foundational and footings to meet any Phase II requirements beyond the initial $5 Million increment minimum for Phase II, except as expressly negotiated and agreed to with the RDA. All decisions by RDA will be done so as not to delay the construction of the Children's Museum.

3. The Developer will complete Phase I of the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit, including temporary occupancy, for each portion of the building constructed on the Project Site) within 24 months following Commencement Date (subject to Article VIII.E. and Article VIII.F., below), in accordance with site and building plans as approved by the CITY.

4. The DEVELOPER shall commence construction of Phase II within 45 days of approval of the terms of Phase II by the RDA and DEVELOPER of which said terms shall be agreed to prior to September 1, 2008 (subject to Article VIII.E. and Article VIII.F., below),. This shall be known as "Commencement Date Phase II."

5. The DEVELOPER shall be responsible for obtaining all local, state and federal permits and approvals necessary for the Project, except as set forth in Section II.C., below. All site and building plans are subject to review and approval by the CITY for compliance with state and local code requirements. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All parties agree to use their best efforts in good faith to obtain performance of the conditions of this Agreement.

6. If terms for Phase II of the Project have not been negotiated and agreed to by the parties by September 1, 2008, for consideration of $1.00, the DEVELOPER shall execute all necessary easements, property rights and other agreements as may be necessary for the City to pursue an alternative development on top of Phase I of the project. In this event, the City may pursue alternatives for Phase II but any future construction by another developer shall be consistent in style and use as the proposed Project and shall have an assessed value in excess of $5 Million. The City agrees that any of its rights under this Section shall not be exercised in a way that jeopardizes DEVELOPER's completion and marketing of Phase I, and City will cooperate with any requirements relating to the condominium form of ownership. Any rights of reversion of the CITY or RDA under this Agreement shall be superseded and replaced by this Section; it being the intention of the parties that the CITY and/or RDA shall have no right of reversion for Phase I, including the RCL Project, for any failures or breaches relating to Phase II of the Project.

E. DEVELOPER agrees to give preference to local contractors where skill, qualifications and cost are equivalent. The DEVELOPER shall bid the project to union and non-union contractors. Selection of qualified contractors is at the sole discretion of the DEVELOPER.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

A. Purchase Price. The RDA shall sell to the DEVELOPER and their assign River Center Lofts, LLC as to Lot 1 the Project Site, including air rights over Pine Street, for $3,000,000.00. The City shall utilize $500,000.00 of the purchase price for construction of the City's Boardwalk as provided herein. The RDA shall, at DEVELOPER'S request, transfer Lot 1 directly to RCL.

B. Closing. The closing date shall be selected by the DEVELOPER, but no later than 20 days after execution of this Agreement. Prior to closing, the DEVELOPER shall provide evidence of sources of funding, proof of abatement and demolition contracts for the Project and evidence of third party commitments on a combination of rental lofts, retail space, and children's museum. DEVELOPER shall also submit plans for the Project, including but not limited to square footage, uses, amenities, and parking to the City Assessor for valuation so as to confirm for a minimum of $23 Million of assessed value. To effectuate additional obligations of the City as set forth in this Agreement, within 30 days of completion of demolition and abatement, the DEVELOPER shall provide additional evidence of financing and construction contracts the remainder of Phase I of the Project.

C. The RDA shall bear any costs associated with a certified survey map and rezoning the property for purposes of conveying the Project Site to the DEVELOPER. Conveyance of the Project Site shall be by warranty deed (in a form reasonably approved by the RDA and the DEVELOPER) and shall be sold in "AS IS" condition, except as set forth herein. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the DEVELOPER's reasonable satisfaction:

1. Soil and/or groundwater testing.

2. Environmental assessment and clean up. The RDA and the CITY or its agents and assignees have not deposited any contaminants on the Project Site and adjacent areas and have conducted a Phase I as well as other environmental investigations of which results of these studies have been provided to the DEVELOPER. DEVELOPER understands and acknowledges that the City has received a $30,000.00 grant from the State of Wisconsin of which some of the costs associated with abatement and demolition are matching costs of the City for use of the grant funds on and around this project site. These grant funds shall be utilized first for handling any environmental ground and groundwater contamination discovered on the site, if any, and thereafter may be used by Developer for demolition, asbestos abatement and any other environmental issues, including soil remediation or "tipping" fees for removal of fill required by the State of Wisconsin or by Developer due to poor soil compaction. Any additional costs for abatement, demolition or other issues relating to historical fill, except environmental ground and groundwater contamination, are the responsibility of the DEVELOPER. Any costs associated with environmental ground and groundwater contamination, exceeding $30,000.00 shall be the responsibility of the City and shall be paid by the City within 30 days after submission of an invoice. The parties shall cooperate in obtaining all necessary regulatory approvals, closures and disposal requirements as well as cooperate

in applying for additional grants for soil removal or remediation if necessary based upon soil and groundwater conditions. Developer shall utilize existing fill on the site to the greatest extent possible and shall minimize soil disturbance to the extent possible.

3. Title insurance to be paid by the City/RDA. The ALTA survey shall be provided by River Center Lofts, LLC.

III. PARKING – The City and DEVELOPER may enter into a future agreement for the lease of approximately 100 parking stalls within the Main Street Parking Ramp at the market rate existing at the time of the parking agreement. Upon completing Phase I, DEVELOPER shall provide at least 80 parking stalls on Project Site to serve the entire Project Site.

IV. EASEMENTS, COVENANTS, & LICENSES

A. The CITY and the DEVELOPER will enter into all necessary easements necessary for construction of the project, including 1) an easement from the DEVELOPER to the City as necessary for the City to support and maintain the local emergency communications system and an easement; 2) an easement from the City to DEVELOPER as may be necessary for the DEVELOPER to construct, maintain, repair, replace and operate a public plaza within the Project which shall not extend into the area bounded by the dockwall and a parallel line located fifty (50) feet to the east of the dockwall and shall not interfere with or impede essential elements of the Boardwalk design including but not limited to fire access, pedestrian trail and benches or stairways or other treatments that provide transition for elevation changes required to meet flood plain requirements; and 3) an easement from the City to the DEVELOPER for balconies above the second floor that may extend beyond the DEVELOPER'S property line. The easements shall run with the land. The party requesting the easement shall obtain metes and bounds legal description of such easement areas and record the easements against such lands at closing on the Project Site or no later than 30 days after completion of the Project.

B. The City and DEVELOPER agree to enter into additional easements and agreements as may be necessary for purposes of providing approximately 40 boat slips on the east bank of the Fox River from the Walnut Street north to the mouth of the East River for use by the occupants/owners of the Project, a proposed project known as Astor Place, and the existing residential project known as, Riverfront Lofts. The City will work towards relocating existing boats slips in this area, including the need to obtain additional state permits for boat slips, and will continue to negotiate with Developer to allocate to the Developer additional boat slips in this area under similar terms; provided, however, DEVELOPER shall have the first exclusive right for the next 40 boat slips which may become available. DEVELOPER (or its assignees of which said assignees must comprise of only occupants/owners of the Project, a proposed project known as Astor Place and the existing residential project known as Riverfront Lofts) shall be responsible for all costs associated with purchase, installation, removal, maintenance and any other costs related to the use and operation of the boat slips and docks, and DEVELOPER shall have the right to convey interests in the boat slips and docks to occupants/owners under the terms established with the City. DEVELOPER is required to comply with any conditions or stipulations necessary to obtain dock permits as may be required by the Wisconsin Department of Natural Resources.

C. Additional easements, covenants, conditions, and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the parties.

D. Upon request of the Developer or RCL Parties, the City will vacate as needed for Developer and/or RCL Parties all or a portion of the existing sewer easement that runs through the property from north to south as depicted on the Certified Survey Map of the property.

V. FINANCING – TIF

A. The City/RDA will make available Tax Increment Financing funding or other financial assistance to the DEVELOPER in an amount not to exceed $2,600,000.00 plus capitalized interest and borrowing costs (hereinafter collectively "TIF Assistance"). Additional TIF Assistance of at least $500,000 shall be allocated to construction of the City's Boardwalk adjacent to the Project. These total funds of at least $3.1 Million shall be repaid through the taxes realized by the additional tax increment generated by the Project and is further subject to DEVELOPER's guarantee.

B. The DEVELOPER shall guarantee sufficient tax increment to support payment of the City's acquisition loan through the State Trust Fund (hereinafter "State Trust Fund Loan"). The State Trust Fund Loan shall be repaid through the taxes realized by the additional tax increment generated by the Project and is further subject to the DEVELOPER'S guarantee. The first payment guaranteed by the Developer shall be the payment in the amount of $116,988.00 due to the primary lender on March 15, 2009 and annually thereafter until March 15, 2025.

C. $500,000.00 of the purchase price shall be a grant by the City/RDA in the form of Community Development Block Grant (CDBG) funds and HOME funds that are to be applied for by the Developer and RiverCenter Lofts, LLC. These funds are not subject to repayment through tax increment nor is it subject to the DEVELOPER guarantee although Developer is required to meet the HOME fund requirements.

D. As consideration for RCL's obligation to construct and operate the RCL Project on the RCL Property, the City through the Developer shall grant to Stone House Milwaukee, Inc., TIF Assistance in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) of which these funds are a portion of the $2.6 Million in TIF Funds provided to Developer. Stone House Milwaukee Inc., shall loan one hundred percent (100%) of such TIF Assistance to RCL (directly or indirectly), and RCL shall utilize the proceeds of such loan to pay costs associated with the development of the Project. Such TIF Assistance shall be provided upon the City's receipt of draw requests evidencing that RCL has incurred costs in excess of $3.75 Million in connection with the RCL Project. The draw request shall be submitted no sooner than April 1, 2007 and payment by the City shall be made upon issuance of a certificate of occupancy for the RCL Project.

1. As consideration for the City's provision of the TIF Assistance to Stone House Milwaukee, Inc., RCL agrees to construct the RCL Project substantially in accordance with the plans, specifications and time schedule submitted to the City prior to execution of this Agreement, subject to possible exterior modifications that may be made by Developer within the proposed budget. As further consideration for such TIF Assistance, the RCL Parties hereby jointly and severally guarantee payment of the "RCL Increment Shortfall," if any, as defined in Section V(D)(2) below.

2. Helen H. Bradbury, Richard B. Arnesen, Timothy Dixon, John Vetter, and Kelly Denk shall be the additional guarantors of the RCL Increment Shortfall as defined herein. Real estate taxes generated by all of Phase I of the Project, including the rental housing constructed by RCL, shall be the basis for determining whether there is a Shortfall. In the event of a Shortfall and regardless of the actual RCL project assessed value, RCL shall be invoiced for the lesser of the amount of the shortfall or the amount listed in column M of the attached Exhibit H for the year corresponding with the shortfall, which shall be referred to as the RCL Increment Shortfall and any remaining portion of the shortfall shall be invoiced to the Developer, which shall be referred to as the Developer Shortfall. Exhibit H shall be revised and incorporated herein following the actual borrowing for the RCL project so that the proforma used for purposes of this section reflects the actual fully constructed assessed value of the RCL project as of January 1, 2009, the actual interest rate and costs of issuance, if any. For example, if the projected shortfall in Exhibit H for a given year is $5,000.00, but the entire Project supports all but $2,000.00 of that year's debt service payment, RCL shall be invoiced for $2,000.00. Similarly, if the entire Project were to support all but $7,000.00 of that year's debt service payment, RCL shall be invoiced for $5,000.00 (the maximum RCL Increment Shortfall defined by Exhibit H) and the Developer shall be invoiced for $2,000.00, the remaining Developer Shortfall.

3. Notwithstanding any provision of this Agreement to the contrary, including any breach by Developer under this Agreement, RCL and the RCL Parties shall be entitled to construct, own and operate the RCL Project without interruption by the City, and to benefit from the TIF Assistance, so long as RCL and the RCL Parties satisfactorily comply with the provisions of this Section V(D). Notwithstanding any provision of this Agreement to the contrary, including any breach by RCL or the RCL Parties under this Agreement, Developer shall be entitled to construct, own and operate the Project (other than the RCL Project) without interruption by the CITY and to benefit from the TIF Assistance, so long as DEVELOPER satisfactorily complies with the provisions of this Agreement.

4. The City hereby acknowledges the Parking Easement Agreement between Developer and RCL of even date herewith, and agrees that RCL's rights thereunder shall run with the land as therein described, notwithstanding any breach by Developer under this Agreement.

E. Developer shall submit a request for allocated TIF Assistance for reimbursement of construction costs no sooner than October 1, 2007. The City shall reimburse the Developer within 30 days of presentation from the DEVELOPER to the CITY of a draw request itemizing the Project work completed and/or Project interest or other costs and payments due for the qualifying TIF funding described herein, less the 10% retainage. Distribution of TIF funding shall be based upon invoices as construction is completed on an 80/20 basis (i.e. reimbursement of $20.00 for every $100.00 spent) with a 10% retainage. Funding will be paid as a construction draw or interest payment. The 10% retainage shall be paid in full to the DEVELOPER upon completion of the demolition and abatement portion of Phase I of the Project. The DEVELOPER will apply the TIF Assistance to the following work items: foundation construction, parking, asbestos abatement, demolition, bond issuance costs, capitalized interest, environmental clean-up costs, or any other eligible TIF cost permitted under state law.

F. Subject to the obligations of the RCL Parties set forth in Section V.D.2., above, the DEVELOPER guarantees that the TIF generated real estate taxes from the Project will be sufficient to service the City's total debt obligations including the TIF assistance of at least $3,100,000.00, plus capitalized interest, borrowing costs and the debt payments on the State Trust Fund Loan for acquisition of the Project Site. The TIF assistance shall be amortized over a period of 20 years commencing upon the first borrowing.

G. Individual members of the DEVELOPER will provide personal guarantees, attached as Exhibit F hereto and incorporated herein by reference, to the CITY/RDA for the declining principal balance of the TIF Assistance, subject to the obligations of RCL and the RCL Parties hereunder. However, the CITY/RDA have no right to recall payment of full amount of the declining principal balance except as otherwise provided in Section VI.A. herein. Each tax year's guarantee is limited to an amount equal to the difference between the guaranteed Tax Revenue as depicted in actual debt service which is currently estimated in Column U of Exhibit G. Exhibit G shall be updated to reflect actual borrowings after the projected borrowings have been completed. and the actual real estate tax bill for the Project Site for any given year (hereinafter "the Tax Shortfall"). In the event of a Tax Shortfall, the CITY shall invoice the DEVELOPER, consistent with the provisions of Article V. above, in the amount of that year's Tax Shortfall with payment due by January 31st of the year in which the tax bill incurring the Tax Shortfall was realized and due. Should the DEVELOPER fail to pay the invoice(or RCL and the RCL Parties, as the case may be), the Tax Shortfall plus interest accrued at a rate equal to the rate established for Deferred Assessments in January of each year by the Common Council shall be applied as a special charge for the following tax year to the DEVELOPER's or RCL's property as such failure relates to the portion of the Project developed by them, respectively.

H. The DEVELOPER agrees and understands that if the total Project Cost is less than $23 Million, the Project savings shall be shared proportionally by the DEVELOPER and the RDA/CITY.

VI. DEVELOPERS' TRANSFER RESTRICTIONS & OBLIGATIONS

A. No assignment of rights and obligations under Development Agreement may occur without consent of the RDA, except for (i) the transfer, sale or leasing of individual condominiums units to third party purchasers; (ii) the sale or rental of the real property to be developed by River Center Lofts, LLC; or (iii) except as permitted in Section VI.B., below. In the event a transfer (other than as permitted herein) occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer. Upon full payment of the principal balance, all personal guarantees will be released. Notwithstanding this provision however, the DEVELOPER may, at its option, collaterally assign this Agreement to any lender of its choice, and the CITY and the RDA agree to cooperate and enter into such reasonably requested agreements as required by the DEVELOPER's lender to complete such assignment. Prior written approval of the RDA shall be obtained for such transfers or assignments to lenders, of which approval shall not be unreasonably withheld or delayed.

B. Additions or changes to member partners of the DEVELOPER or assignees for purposes of effectuating this Agreement, and the adjustment or elimination of partners' interests pursuant to a partnership agreement are permitted only with prior written approval of the RDA; provided, however, DEVELOPER or its Members may convey not more than twenty-five percent (25%) of the ownership interests of DEVELOPER without obtaining RDA's prior approval. Such

approval shall not be unreasonably withheld or delayed. In the event of a change in membership, RDA shall release the personal guarantee of departing members if there is reasonable financial documentation provided to the RDA that the substituting member has equivalent or greater financial means as the departing member to support a personal guarantee.

C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

D. The above restrictions do not preclude the creation of a mortgage, encumbrance, or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.

E. The DEVELOPER shall be prohibited from selling any portion of the Project Site to a nonprofit organization, except the space allocated to the Children's Museum as per the concept plan, Exhibit B, or as otherwise approved in advance by the RDA of which said approval shall require the non-profit to enter into a Payment In Lieu of Taxes with the City in an amount equivalent to City's portion of taxes based upon the assessed value of the property to be sold (hereinafter PILOT). In the event the DEVELOPER conveys any portion of the Project Site without the required approvals set forth herein and the non-profit entity subsequently refuses to enter into a PILOT with the City, the DEVELOPER shall be obligated to pay the PILOT on behalf of the non-profit.

F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved development concept. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the development concept. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than August 1, 2007. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove, or impose further requirements with respect to the Design Development Documents, provided, however that if the Design Development Documents conform to the Concept Plans, such approval may not unreasonably be withheld. In the event the RDA does not act upon the Design Development Documents within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

H. The DEVELOPER may, at any time during implementation of this Agreement, submit to the RDA proposed changes in the Design Development Documents in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved development concept. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions to the Design Development Documents; provided, however that the RDA shall approve such revised Design Development Documents unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the development concept. In the event the RDA does not act upon the revised Design Development Documents within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of documents in less than thirty (30) days, including convening for special meetings to review and consider such documents.

I. The DEVELOPER will file with the RDA copies of the detailed construction plans within thirty (30) days after completion of construction without any obligation on the part of DEVELOPER to complete "as built" plans.

J. During construction, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement.

K. All documents shall be submitted in triplicate.

L. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex, or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.

M. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements (or cause its contractors to obtain and keep), an all-risk builder's risk insurance policy for the Project Site on which construction in occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA/CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement, nor does it release DEVELOPER's TIF guarantees. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA/CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least $2,000,000.00, and property damage coverage of at least $1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA/CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VII. MUTUAL RIGHTS OF ACCESS.

A. Prior to closing on the Project Site, the City/RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the City/RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement.

B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.

C. No Charge. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VIII. DEFAULTS, RIGHTS & REMEDIES

A. In the event the DEVELOPER fails to commence construction such as commencement of abatement and demolition, within 30 days after the Closing Date, subject to any permitted extensions provided for in Section VIII.E herein, the Project Site shall revert back to the City upon written request of the RDA or City, at which time this agreement shall become null and void, except for any guarantees for outstanding debt of the Project.

B. In the event the DEVELOPER fails to complete the Project by the Completion Date, subject to any permitted extensions provided for in Section VIII.E herein, all outstanding obligations of the City and RDA, including but not limited to financial assistance to the Project as set forth in this Agreement shall become null and void. All obligations of the DEVELOPER contained herein shall remain in full force and effect.

C. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Project Site, the holder of any mortgage in the Project Site (including any holder who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Project Site or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercises the option to cure the Developer's default.

D. In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (a) the lien of any mortgage in the Project Site, and (b) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default, and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within 20 days after receipt of such default notice and thereafter the CITY and the RDA shall

attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such parties. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Project Site back to the RDA at no cost to the RDA. In the event that the RDA must take legal action to re-obtain title to the Project Site under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

E. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, extreme adverse market conditions including but not limited to interest rates above nine percent (9%), and casualty.

F. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

G. Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized.

H. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); 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.

I. 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 such remedies shall not preclude the exercise of

it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

J. No official or employee of the RDA/CITY 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 RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount that becomes due to the DEVELOPER or its successors under this Agreement.

IX. MISCELLANEOUS PROVISIONS.

A. Applicable law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or parties thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assignees.

B. Amendments to Agreement. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

C. Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

D. No Partnership Created. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

E. Formalities and Authority. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

F. Notices and Demands. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

To DEVELOPER: River Vision Partnership, LLC
Attn: Kelly Denk
614 N. Broadway
Milwaukee, WI 53202

With a copy to: Robert J. deJong, Esq.
Rose & deJong, S.C.
16620 W. Bluemound Rd.
Suite 500
Brookfield, WI 53005

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

To CITY: City of Green Bay
Attention: City Clerk
100 N. Jefferson Street
Green Bay, WI 54301

To RCL or RCL Parties: Stone House Development
Attn: Richard Arnesen
PO 1547
Madison, WI 53701-1547

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

Notwithstanding anything to the contrary provided for herein, in the event that the RDA or the CITY sends a default notice to DEVELOPER, it shall also send a copy of such default notice to any mortgagee of the Project.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

Redevelopment Authority of the City of Green Bay

Harry Maier, Chairman

P. Robert Strong, Executive Director

City of Green Bay

James J. Schmitt, Mayor

Doug Daul, Clerk

River Vision Partnership, LLC

Vetter Denk Properties, LLC

_____

John Vetter, Its Member

Green River, LLC

_____

Timothy Dixon, Its Member

River Center Lofts, LLC

By: River Center Manager, LLC
Its: Manager
By: Stone House Milwaukee, Inc.
Its: Manager

By: _____
Richard B. Arnesen, Vice President

EXHIBIT A

Legal Description & Certified Survey Map of Project Site

Property to River Center Lofts

Lot 1, Brown County Certified Survey Map Number 7657 as recorded in Volume 52 of Certified Survey Maps page 285 (Document Number 2311239) (being part of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 2012, as recorded in Volume 8 of Certified Survey Maps page 405; and part of Lots 1, 2, 3, 4, 5, and 6 of the recorded Plat of Navarino; and the vacated portion of Washington Street; and the vacated portion of Washington Way (Document Number 2186794); and the vacated portion of Milwaukee, St. Paul and Pacific Railroad right-of-way (Document Number 2105014); all located in the City of Green Bay, Brown County, Wisconsin.

Property to River Vision Partnership

Lots 2 and 3, Brown County Certified Survey Map Number 7657 as recorded in Volume 52 of Certified Survey Maps page 285 (Document Number 2311239) (being part of Lot 1 and Outlot 1, Brown County Certified Survey Map Number 2012, as recorded in Volume 8 of Certified Survey Maps page 405; and part of Lots 1, 2, 3, 4, 5, and 6 of the recorded Plat of Navarino; and the vacated portion of Washington Street; and the vacated portion of Washington Way (Document Number 2186794); and the vacated portion of Milwaukee, St. Paul and Pacific Railroad right-of-way (Document Number 2105014); all located in the City of Green Bay, Brown County, Wisconsin.

EXHIBIT B

Project Concept Plan

EXHIBIT C

Boardwalk Concept Plan

EXHIBIT D
Boardwalk Budget

EXHIBIT D

2/14/2007

City of Green Bay Fox Riverfront
Boardwalk Project Plan

Expenditures	2006 Budget	2006 Actual	2007 Budget	2007 Actual	2008 Budget	2008 Actual	2009 Budget	2009 Actual
Environmental Investigation STS (SAG Eligible)	$90,000	**$90,058**						
Environmental Investigation STS (Non SAG Eligible)	$14,000	**$13,926**						
River Wall Tieback Repairs Pine to Flatley	$71,000	**$62,321**						
Washington St Flatley to Main (paving, lighting and sewers)	$221,000	**$191,775**	$2,000					
WPS Transformer Pad Construction	$27,000	**$52,470**						
WPS Electric Facilities Relocation	$265,000	**$0**	$265,000					
Days Inn ROW Acquisition	$250,000	**$90,389**	$159,611					
Days Inn Sign Relocation	$5,000	**$0**	$5,400					
Boardwalk Design StoSS Contract	$568,000	**$378,267**	$189,733					
Flatley Ct & W. Side of Wash (paving, lighting and sewers)			$25,000		$81,000			
Flatley Ct & Washington Way Watermain Relocation			$18,000					
Boardwalk Construction Phase I (Main to S. End River Centre)					$4,731,000			
Phase I Mobilization					$160,935			
Flatley Pier					$548,000			
Pine St Gathering Area					$901,850			
Cherry St Landing					$1,203,550			
Transient docks and Gangways					$1,335,765			
Phase I Construction Services					$145,000			
Boardwalk Const Phase II (S of Pine to Walnut)							$3,255,000	
Walnut Pier							$455,000	
Phase II Prebid Services							$28,000	
Phase II Construction Services							$60,000	
Total by Year	$1,511,000	**$879,206**	$664,744	$0	$9,107,100	$0	$3,798,000	$0
Subtotal							$14,449,050	$879,206

Revenues	2006 Budget	2006 Actual	2007 Budget	2007 Actual	2008 Budget	2008 Actual	2009 Budget	2009 Actual
WI Dept. of Commerce **(2008 Budget amt pending State Budget Approval)**	$1,400,000	**$421,491**	$978,509		**$1,400,000**			
DNR Sport Fishing Grant Flatley & Walnut **(Application pending)**					**$274,000**		**$227,500**	
DNR Recreational Boating Facilities Grant Pine, Cherry & Docks**(App pending)**					**$2,161,200**			
DNR Stewardship Grant Upland **(Application pending)**					**$100,000**		**$100,000**	
SAG Grant	$90,000	**$0**	$100,000					
Donations **(Targeted amount - none committed at this time)**					**$3,000,000**			
TIF Astor	$1,000,000	**$1,000,000**			$2,000,000			
TIF River Center					$1,250,000			
TIF Site 4 & Other Sites								
Total by Year	$2,490,000	**$1,421,491**	$1,078,509	$0	$10,185,200	$0	$327,500	$0
Balance	$979,000	**$542,285**	$956,050	$542,285	$2,034,150		-$1,436,350	$0
Subtotal							$13,012,700	

Notes

Mall overhang acquisition and demolition not included

EXHIBIT E

Children's Museum Term Sheet

River Vision Partnership, LLC
614 North Broadway
Milwaukee, WI 53202
(414) 223-3388

April 28, 2007

Mr. Paul Witek, AIA, Board Member
Children's Museum of Green Bay, Inc.
1125 South Roosevelt Street
Green Bay, WI 54301

RE: Retail Unit (the "Building") of River Center (the "Project"), Pine/Washington Street, Green Bay, WI

Dear Paul:

In response to your Request for Proposal ("RFP") on behalf of Children's Museum of Green Bay, Inc. ("Children's Museum"), River Center, LLC ("RCL") submits the following proposal for the Children's Museum's consideration (this "Proposal"). RCL is engaged in the development of a parking and retail unit (the "Building") to be known as River Center, a mixed use project consisting of office, retail, residential and parking units (the "Project"), on the real property located as shown on the attached Exhibit A, in the City of Green Bay, Wisconsin. It is the intent of this letter to create an agreement and general understanding of terms and conditions, which terms and conditions shall be expanded upon in detail within the agreement to purchase the premises.

A. SPACE

A-1. Premises: Approximately 15,000 gross square feet on the 1st floor of the Building (depicted in the attached floor plan "B"). The Building is planned to contain 3 to 5 floors, inclusive of the ground level lobby and common areas serving the Building.

B. PROJECT TIMING

B-1. Closing Date: The Closing Date shall be the date that is 10 days after the date on which RCL certifies that the Premises is complete "RCL

Delivery Date". The Closing Date is estimated to be August 15, 2008.

The term "RCL Delivery Date" means the next business day after the date the Premises are tendered to Children's Museum vacant and free of all claims and after all of the following are accomplished: (i) all of the "RCL's Work" has been completed in full compliance with all applicable codes, regulations and laws and with all Building services available to the Premises; and (ii) RCL gives Children's Museum no less than thirty (30) days' prior written notice of the anticipated RCL Delivery Date. River Vision Partnership shall commit to the delivery of the Premises

In the event RCL does not deliver the Premises to Children's Museum by the intended RCL Delivery Date, subject to force Majure, RCL shall incur a penalty of $200.00 per business day, for each day beyond the RCL Delivery Date the Children's Museum is delayed in its occupancy. *(Force Majeure. Notwithstanding anything to the contrary in this agreement, neither party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this agreement, if any failure to perform the same shall be due to causes beyond its reasonable control, and without its fault and negligence, including, but not restricted to, acts of God, war, terrorism, governmental regulation or control, floods, fire or other casualties, strikes, lockouts or other labor difficulties, shortage of labor or materials, or acts or failures to act of any third parties ("Force Majeure"); and in such event, RCL's performance shall be waived and excused during the continuance of such delay and for such additional period thereafter as is reasonably necessary to complete performance.)*

C. PURCHASE PRICE

C-1. Purchase Price:

Advance Payment	$ 500,000.00*
Closing Date Payment	$1,150,000.00**
JFC Payment at Closing Date	$ 350,000.00***

*Children's Museum shall pay to RCL, upon completion of the base structure and commencement of storefront installation for the Premises, a payment of $500,000.00 (the "Advance Payment") shall be due to RCL.

**The Closing Date Payment of $1,150,000 will be made to RCL on the "Closing Date" as defined in section B-1.

***It is agreed that a Joint Fund Raising Campaign ("JFC") shall be completed by Children's Museum, City of Green Bay and River Vision Partnership, LLC. The intent of the parties is to raise an additional $350,000 to be paid as part of the Purchase Price ("Purchase Price Funds") and help the Children's Museum meet its capital campaign. The Children's Museum desires to raise additional funds of $2,200,000 ("Museums Funds"). The Children's Museum fund raising to date is $1,300,000.00 herein referred to as the Base Funds ("Base Funds"). JFC Funds shall be funds raised by the parties above the Base Funds. The first $1,000,000.00 of JFC Funds shall be allocated to the Children's Museum. The next JFC monies raised, JFC Funds from $1,000,000 to $1,700,000, shall be allocated as follows, $.50 of each dollar shall be allocated to the Museum Funds and $.50 shall be allocated to the Purchase Price Funds. Allocation to the Purchase Price Funds shall cease upon payment of the Purchase Price Funds to River Vision. The JFC will continue its efforts to raise funds until the campaign total is reached. If the JFC fails or is unable to raise the total Purchase Price Funds or any part thereof, then the City/RCL will be responsible for any of the balance owed for the Purchase Price Funds.

C-2. Operating Expenses, Common Area Expenses and Property Taxes (Collectively, "Operating Costs"):

Commencing on the Closing Date, Children's Museum shall pay its proportionate share of Common Area expenses for the

Building (Exh. "C". Property taxes, in the form of a payment in lieu of taxes ("PILOT") shall be negotiated with the City of Green Bay. Payment of the PILOT shall be the sole responsibility of the Children's Museum. RCL shall not be involved in the foregoing. RVP shall guarantee to the Children's Museum that the aforementioned Common Area expenses shall not exceed $2.15 per square foot, per annum through calendar year 2012.

Children's Museum may audit the Building's Common Area Costs at any time within 90 days after receiving an annual statement regarding the same, using Children's Museum's own employees, or any reputable firm which regularly provides such services.

As an owner, the Children's Museum shall be a voting member of the Master Condominium Association for the center and Building, thus shall have a direct vote in the monies expended toward the common area.

D. CONSTRUCTION

D-1. Building Construction:

RCL's Work for the Building shall be generally defined as a framed shell with base level utilities (water line, gas service, electrical service) stubbed at the Premises. No interior components or finish is included in the RCL Work. A more detail and specific Work letter shall be negotiated and attached to the purchase contract.

D-2. Improvements:

Children's Museum shall have the right to use contractors, sub-contractors, architects and engineers of Children's Museum's choice for the construction of any and all Improvements and alterations.

E. SERVICES

E-1. Parking:

RCL, via the Center's condominium association, shall provide Children's Museum, upon the Closing Date and completion of parking construction, up to 16 parking spaces for its exclusive use during the Museum's hours of operation. 30 additional shared parking spaces will be available for the Building's tenants use from time to time within the Building's parking facility.

E-2. Heating, Ventilating and Air Conditioning:

RCL shall furnish commercial grade equipment, sized to the code standard for the premises, Heating, Ventilating and Air-Conditioning ("HVAC"), stubbed in the premises, any and all utility costs shall be paid by Children's Museum. The equipment shall be located within the Building. The estimated location shall be in a non-parking space area on the deck above the Premises.

E-3. Building Security:

Children's Museum, at the Children's Museum's expense, to be permitted to install its own security system (which may be a card-key security system) in the Premises.

E-4. Cleaning:

Children's Museum shall be responsible for the any and all costs of cleaning and maintaining its Premises.

E-5. Access:

Children's Museum shall have access to the Building, Premises and parking areas seven (7) days per week, twenty-four (24) hours per day.

E-6. Utilities:

Children's Museum shall pay all charges for providing electricity, gas and water in the Premises per its separate meter. If a charge shall be made from time to time by the public authority having jurisdiction for the use of the sanitary sewer system, Children's Museum shall pay the share thereof properly

apportionable to the Premises on a square footage basis. Should RCL or an affiliate of RCL elect to supply the water, gas, heat, electricity, or any other utility, used or consumed in the Premises, Children's Museum agrees to purchase and pay for the same at the applicable rates normally charged by the utility company. Metering is the responsibility of the entity requesting the service.

F. REQUIRED ADDITIONAL PROVISIONS

F-1. Identity/Signage: Children's Museum shall be entitled to, at its cost, to install Building identity signage, which may include Children's Museum's logo and name, prominently displayed on its sign which the Children's Museum may erect in front of the Project, immediately adjacent to its Premises. The exact location, size, materials, coloring, lettering and lighting of all the foregoing to be constructed with RCL's prior written approval, which shall not be unreasonably withheld, conditioned or delayed

F-2. Brokerage Commission: No brokerage commission shall be due relative to this transaction.

F-3. Permitted Use: Children's Museum shall be permitted to use the Premises for its museum and general office use and any other legally permitted uses compatible with a quality office building.

F-4. Reasonableness: The agreement shall provide that except as otherwise expressly provided in the agreement, if the consent, authorization or approval of either party is required for the other party to take any action under the agreement (a "Required Consent"), such approval, consent or authorization shall be in writing and will not be unreasonably withheld, conditioned or delayed. If a party requests

the other party's Required Consent, and the other party fails to respond in writing within the time period provided or, if no specific time period is provided, within ten (10) business days, then the other party's Required Consent would be deemed to be given.

F-5. RCL Design Fees: RCL shall provide the Children's Museum with a $50,000.00 design fee service donation or general donation as consideration for purchasing the Premises.

G. **COVENANTS**

G-1. Building Management: RCL to cause the Building to be leased, operated, managed and maintained in accordance with institutional quality office building management standards.

G-2. Hazardous Materials: RCL will not use or permit the use of any portion of the Building, common area facilities, parking facilities or the land beneath any of them in violation of any environmental laws or regulations, and will indemnify Children's Museum against any claims or actions arising from any violations.

H. Miscellaneous: Terms, conditions, covenants and definitions requested by Children's Museum or from RCL in the RFP, but not addressed in this Proposal, have not been rejected or accepted and shall be addressed in subsequent negotiations between RCL and Children's Museum.

* * * *

The terms and conditions set forth above shall not be binding upon either party until such time as a definitive, written Contract to Purchase, and any other appropriate documents, have been approved by the Children's Museum Board of Directors and RCL and have been executed and delivered by authorized representatives of both RCL and Children's Museum. It is further understood that the parties must complete a formal contract to purchase by May 7th 2007.

Sincerely,

Accepted and Approved

By

Children's Museum of Green Bay, Inc.

Its vice president

Steven P. Looft,

As agent for

River Vision Partnership, LLC

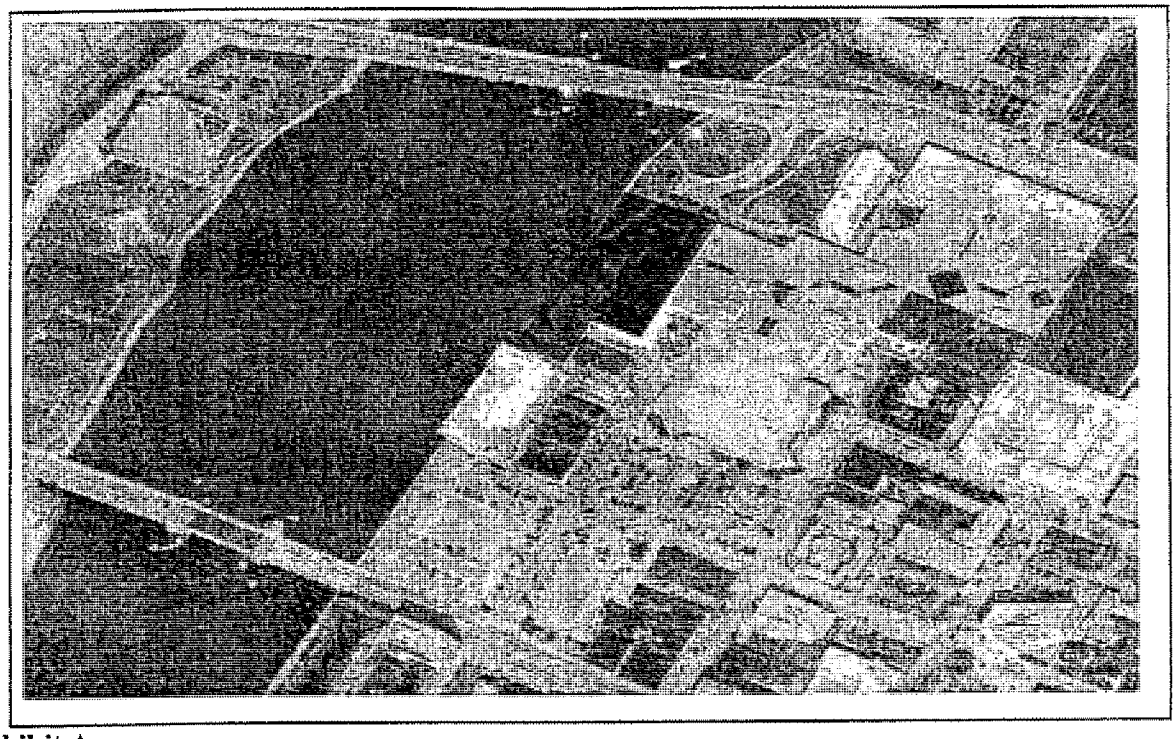


Exhibit A

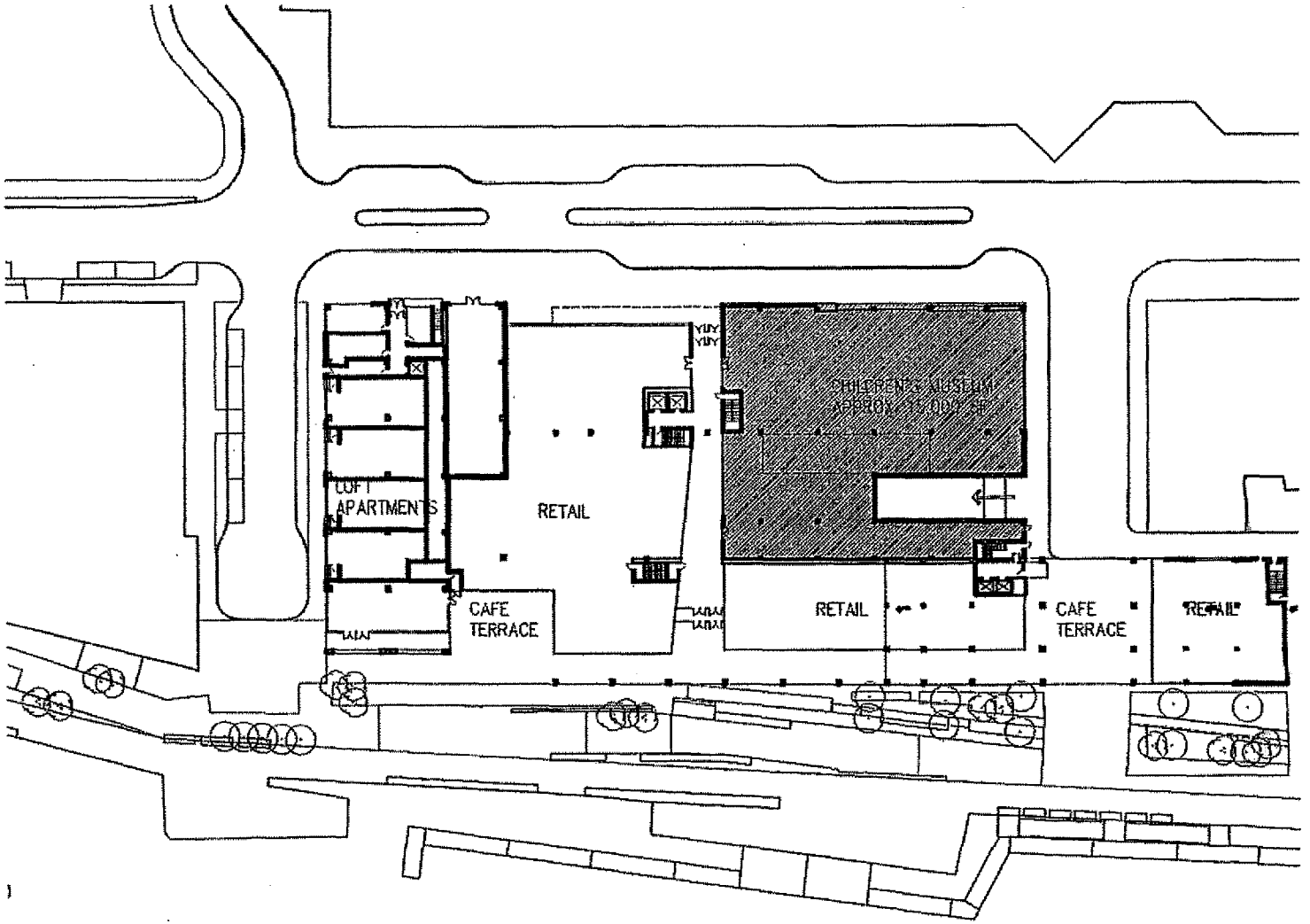

LOFT
APARTMENTS
RETAIL
CAFE
TERRACE
CHILDREN'S MUSEUM
APPROX. 15,000 SF
RETAIL
CAFE
TERRACE
RETAIL

EXHIBIT B

EXHIBIT F

Personal Guarantees

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Timothy Dixon

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to River Vision Partnership, LLC, hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated May 11, 2007 Tax Increment Financing extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, John Vetter and Kelly Denk shall be jointly and severally liable for the full amount of the debt, subject to additional guarantees as set forth in the Development Agreement, although not more than the debt, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 11th day of May, 2007.

Timothy Dixon

Timothy Dixon, subscribed and sworn to before me this 11th day of May, 2007.

Allison C. Swanson
Notary Public, Brown County, WI
My commission is permanent

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
John Vetter

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to River Vision Partnership, LLC, hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated May 11, 2007 Tax Increment Financing extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Timothy Dixon and Kelly Denk shall be jointly and severally liable for the full amount of the debt, subject to additional guarantees as set forth in the Development Agreement, although not more than the debt, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 11th day of May, 2007.

John Vetter

John Vetter, subscribed and sworn to before me this 11th day of May, 2007.

Allison C. Swanson
Notary Public, Brown County, WI
My commission is permanent

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Helen H. Bradbury

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to Stone House Milwaukee, Inc., hereinafter "Debtor," the undersigned guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated May 11, 2007, the amount of any RCL Increment Shortfall in connection with the Tax Increment Financing extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement. River Center Lofts, LLC, Richard B. Arnesen, Timothy Dixon, John Vetter, and Kelly Denk and the undersigned shall be jointly and severally liable for the full amount of the RCL Increment Shortfall, although not more than the Tax Increment Shortfall, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 11th day of May, 2007.

Helen H. Bradbury

Helen H. Bradbury, subscribed and sworn to before me this 11th day of May, 2007.

Notary Public, DANE County, WI
My commission expires: 4/5/09

DAVID R. MICHLIG
NOTARY
PUBLIC
STATE OF WISCONSIN

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Richard B. Arnesen

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to Stone House Milwaukee, Inc., hereinafter "Debtor," the undersigned guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated May 11, 2007, the amount of any RCL Increment Shortfall in connection with the Tax Increment Financing extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement. River Center Lofts, LLC, Helen H. Bradbury, Timothy Dixon, John Vetter, and Kelly Denk and the undersigned shall be jointly and severally liable for the full amount of the RCL Increment Shortfall, although not more than the Tax Increment Shortfall, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 11th day of May, 2007.

Richard B. Arnesen

Richard B. Arnesen, subscribed and sworn to before me this 11th day of May, 2007.

Notary Public, DANE County, WI
My commission expires: 4/5/09

DAVID R. MICHLIG
NOTARY
PUBLIC
STATE OF WISCONSIN

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
Kelly Denk

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to River Vision Partnership, LLC, hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated May 11, 2007 Tax Increment Financing extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, John Vetter and Timothy Dixon shall be jointly and severally liable for the full amount of the debt, subject to additional guarantees as set forth in the Development Agreement, although not more than the debt, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 11th day of May, 2007.

Kelly Denk

Kelly Denk, subscribed and sworn to before me this 11th day of May, 2007.

Allison C. Swanson
Notary Public, Brown County, WI
My commission is permanent

EXHIBIT G
Phase I River Center Project - Cash Flow Proforma

City of Green Bay
Tax Increment District No. 13
River Center (Younkers) Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID	2.00%
2006 est. gross tax rate (per $1000 equal. value)	$21.560
Annual Gross Tax Rate Change	-2.00%
Investment rate for Investment Proceeds	4.00%

Example New Issue -- Taxable	
$1,400,000 State Trust Fund Loan Dated October 1, 2007	
Amount for Projects	$1,400,000
Cap. Int. thru 10/1/10	$0
Cost of Issuance (est.)	$0
Rounding	$0

Example New Issue -- Taxable	
$1,200,000 State Trust Fund Loan Dated April 1, 2008	
Amount for Projects	$1,200,000
Cap. Int. thru 4/1/11	$0
Cost of Issuance (est.)	$0
Rounding	$0

Example New Issue -- Tax Exempt	
$1,640,000 G.O. Bonds Dated April 1, 2008	
Amount for Projects	$1,300,000
Cap Int thru 10/1/09 on Bonds	$129,150
Cap Int on STFL 2009 int pymts	$174,945
Cost of Issuance (est.)	$32,800
Rounding	$3,105

Total Amount for Projects
$3,900,000

Background Data						Revenues			STFL	Expenditures													MIF Status		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)
Val. Date	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Existing Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Net New Debt Service	Combined Debt Service	Annual Balance	Year End Cumulative Balance	Cost Recovery
	(January 1)		(1)							(3/15)	(3/15) avg = 5.50%		(3/15)	(3/15) avg = 5.50%		(4/1)	(4/1 & 10/1) avg = 5.25%			(2)		(December 31)	
Base Value 2005	$0																				Includes Capitalized Interest		
																					$0	$0	
																	$129,150				$304,095	$304,095	
2007	$0	$0	$5,000,000	$5,000,000	$21.13	$0	$0	$0															
2008	$5,000,000	$100,000	$18,000,000	$23,100,000	$20.71	$0	$0	$0															
2009	$23,100,000	$462,000		$23,562,000	$20.29	$103,531	$12,164	$115,695	$116,988		$112,019	$112,019		$62,926	$62,926		$129,150	$129,150	$304,095	$421,083	($305,389)	($1,293)	
2010	$23,562,000	$471,240		$24,033,240	$19.89	$468,747	$0	$468,747	$118,988	$47,521	$77,000	$124,521	$37,409	$66,000	$103,409		$86,100	$86,100	$314,030	$431,018	$37,729	$36,436	
2011	$24,033,240	$480,665		$24,513,905	$19.49	$468,560	$1,457	$470,017	$116,988	$50,135	$74,386	$124,521	$39,467	$63,942	$103,409		$86,100	$86,100	$314,030	$431,018	$38,999	$75,435	
2012	$24,513,905	$490,278		$25,004,183	$19.10	$468,373	$3,017	$471,390	$116,988	$52,696	$71,825	$124,521	$41,468	$61,941	$103,409	$45,000	$84,919	$129,919	$357,849	$474,637	($3,447)	$71,988	
2013	$25,004,183	$500,084		$25,504,267	$18.72	$468,185	$2,880	$471,065	$116,988	$55,790	$68,731	$124,521	$43,918	$59,491	$103,409	$45,000	$82,556	$127,556	$355,486	$472,475	($1,410)	$70,578	
2014	$25,504,267	$510,085		$26,014,352	$18.34	$467,996	$2,823	$470,821	$116,988	$58,659	$65,862	$124,521	$46,333	$57,076	$103,409	$50,000	$80,063	$130,063	$357,999	$474,981	($4,160)	$66,418	
2015	$26,014,352	$520,287		$26,534,639	$17.98	$467,811	$2,657	$470,467	$116,988	$62,096	$62,425	$124,521	$48,862	$54,527	$103,409	$50,000	$77,438	$127,438	$355,368	$472,356	($1,888)	$64,529	
2016	$26,534,639	$530,693		$27,065,332	$17.62	$467,624	$2,581	$470,205	$116,988	$65,350	$59,171	$124,521	$51,428	$51,981	$103,409	$55,000	$74,681	$129,681	$357,511	$474,600	($4,395)	$60,134	
2017	$27,065,332	$541,307		$27,606,638	$17.26	$467,437	$2,405	$469,842	$116,988	$68,816	$55,415	$124,521	$54,399	$49,010	$103,409	$55,000	$71,794	$126,794	$354,724	$471,712	($1,870)	$58,264	
2018	$27,606,638	$552,133		$28,158,771	$16.92	$467,250	$2,331	$469,580	$116,988	$72,907	$51,615	$124,521	$57,391	$46,018	$103,409	$60,000	$66,775	$126,775	$356,705	$473,693	($4,113)	$54,151	
2019	$28,158,771	$563,175		$28,721,947	$16.58	$467,063	$2,186	$469,228	$116,988	$76,916	$47,605	$124,521	$60,547	$42,862	$103,409	$60,000	$65,625	$125,625	$353,555	$470,543	($1,315)	$52,836	
2020	$28,721,947	$574,439		$29,296,385	$16.25	$466,876	$2,113	$468,989	$116,988	$81,028	$43,493	$124,521	$63,769	$39,640	$103,409	$65,000	$62,344	$127,344	$355,274	$472,262	($3,273)	$49,563	
2021	$29,296,385	$585,928		$29,882,313	$15.92	$466,689	$1,953	$468,672	$116,988	$85,603	$38,918	$124,521	$67,385	$36,024	$103,409	$70,000	$58,800	$128,800	$356,730	$473,718	($5,047)	$44,516	
2022	$29,882,313	$597,646		$30,479,959	$15.61	$466,502	$1,781	$468,283	$116,988	$90,311	$34,210	$124,521	$71,091	$32,318	$103,409	$70,000	$55,125	$125,125	$353,055	$470,043	($1,760)	$42,756	
2023	$30,479,959	$609,599		$31,089,559	$15.29	$466,316	$1,710	$468,026	$116,988	$95,279	$29,242	$124,521	$75,001	$28,408	$103,409	$75,000	$51,319	$126,319	$354,249	$471,237	($3,211)	$39,545	
2024	$31,089,559	$621,791		$31,711,350	$14.99	$466,129	$1,582	$467,711	$116,988	$100,453	$24,068	$124,521	$79,059	$24,350	$103,409	$80,000	$47,250	$127,250	$355,180	$472,188	($4,457)	$35,088	
2025	$31,711,350	$634,227		$32,345,577	$14.69	$465,943	$1,404	$467,348	$116,988	$106,044	$18,477	$124,521	$83,474	$19,935	$103,409	$80,000	$43,050	$123,050	$350,980	$467,966	($622)	$34,466	
2026	$32,345,577	$646,912		$32,992,488	$14.39	$465,756	$1,379	$467,135		$111,876	$12,645	$124,521	$88,065	$15,344	$103,409	$210,000	$35,438	$245,438	$473,368	$473,368	($6,233)	$28,233	
2027	$32,992,488	$659,850		$33,652,338	$14.11	$465,570	$1,129	$466,700		$118,029	$6,492	$124,521	$92,996	$10,500	$103,409	$215,000	$24,281	$239,281	$467,211	$467,211	($512)	$27,721	
2028	$33,652,338	$673,047		$34,325,385	$13.82	$465,384	$1,109	$466,493					$98,091	$5,405	$103,409	$155,000	$5,318	$160,318	$467,728	$467,728	($1,235)	$26,486	Expenditures Recovered
2029	$34,325,385	$686,508		$35,011,893	$13.55	$465,198	$1,059	$466,257													$466,257	$492,743	Expenditures Recovered
2030	$35,011,893	$700,238		$35,712,130	$13.28	$465,012	$19,710	$484,721													$484,721	$977,465	Expenditures Recovered
2031	$35,712,130	$714,243		$36,426,373	$13.01	$464,826	$39,069	$503,894													$503,894	$1,481,359	Expenditures Recovered
2032	$36,426,373	$728,527		$37,154,900	$12.75	$464,640	$59,256	$523,895													$523,895	$2,005,255	Expenditures Recovered
		$14,154,800	$23,000,000			$10,837,419	$167,793	$11,005,212	$1,988,800	$1,400,000	$953,399	$2,353,399	$1,200,000	$827,699	$2,027,699	$1,640,000	$1,294,125	$2,934,125	$7,315,223	$8,304,023			

2005 TID Inception

2027 Final Year to incur TIF related costs.

2032 Maximum legal life of TID (27 Years) before extensions

(1) Increment obtained from City.

(2) 2006 STFL payment will be made by General Fund or other source.

Exhibit H – WHEDA Rental Project Proforma

Increment of $1.5M in 2007 & $1.5M in 2008
STFL Borrowing of $750,000

City of Green Bay

Example Tax Incremental District #13 (JC Penney Project)

Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID	2.00%
2006 Est. Equalized tax rate (per $1000 equal. value)	$21.560
Annual tax rate change	-2.00%

PRELIMINARY	
$750,000	
State Trust Fund Loan	
Dated April 1, 2008	
Estimated Uses of Funds:	
Dep. to Project Fund	$750,000
Estimated COI	$0
Rounding Amount	$0

Background Data						Revenues			Expenditures			TID Status		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)
Val. Date	TIF District Valuation	Inflation	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Principal	Interest	Debt Service	Annual Balance	Year End Cumulative Balance	Cost Recovery
	(January 1)		(per City)				4.00%		(3/15)	(3/15) Est Avg = 5.50%			(December 31)	
2007	$0	$0	$1,500,000	$1,500,000	$21.13	$0	$0	$0				$0	$0	
2008	$1,500,000	$30,000	$1,500,000	$3,030,000	$20.71	$0	$0	$0				$0	$0	
2009	$3,030,000	$60,600		$3,090,600	$20.29	$31,059	$0	$31,059	$23,295	$39,329	$62,623	($31,564)	($31,564)	
2010	$3,090,600	$61,812		$3,152,412	$19.89	$61,485	$0	$61,485	$22,655	$39,969	$62,623	($1,138)	($32,702)	
2011	$3,152,412	$63,048		$3,215,460	$19.49	$61,460	$0	$61,460	$23,901	$38,723	$62,623	($1,163)	($33,865)	
2012	$3,215,460	$64,309		$3,279,769	$19.10	$61,436	$0	$61,436	$25,113	$37,511	$62,623	($1,187)	($35,052)	
2013	$3,279,769	$65,595		$3,345,365	$18.72	$61,411	$0	$61,411	$26,596	$36,027	$62,623	($1,212)	($36,264)	
2014	$3,345,365	$66,907		$3,412,272	$18.34	$61,387	$0	$61,387	$28,059	$34,564	$62,623	($1,237)	($37,501)	
2015	$3,412,272	$68,245		$3,480,518	$17.98	$61,362	$0	$61,362	$29,602	$33,021	$62,623	($1,261)	($38,762)	
2016	$3,480,518	$69,610		$3,550,128	$17.62	$61,338	$0	$61,338	$31,144	$31,479	$62,623	($1,286)	($40,048)	
2017	$3,550,128	$71,003		$3,621,130	$17.26	$61,313	$0	$61,313	$32,943	$29,680	$62,623	($1,310)	($41,358)	
2018	$3,621,130	$72,423		$3,693,553	$16.92	$61,289	$0	$61,289	$34,755	$27,868	$62,623	($1,335)	($42,693)	
2019	$3,693,553	$73,871		$3,767,424	$16.58	$61,264	$0	$61,264	$36,667	$25,957	$62,623	($1,359)	($44,052)	
2020	$3,767,424	$75,348		$3,842,773	$16.25	$61,240	$0	$61,240	$38,618	$24,005	$62,623	($1,384)	($45,436)	
2021	$3,842,773	$76,855		$3,919,628	$15.92	$61,215	$0	$61,215	$40,807	$21,816	$62,623	($1,408)	($46,844)	
2022	$3,919,628	$78,393		$3,998,021	$15.61	$61,191	$0	$61,191	$43,052	$19,572	$62,623	($1,433)	($48,277)	
2023	$3,998,021	$79,960		$4,077,981	$15.29	$61,166	$0	$61,166	$45,420	$17,204	$62,623	($1,457)	($49,734)	
2024	$4,077,981	$81,560		$4,159,541	$14.99	$61,142	$0	$61,142	$47,877	$14,746	$62,623	($1,482)	($51,215)	
2025	$4,159,541	$83,191		$4,242,732	$14.69	$61,117	$0	$61,117	$50,551	$12,072	$62,623	($1,506)	($52,722)	
2026	$4,242,732	$84,855		$4,327,586	$14.39	$61,093	$0	$61,093	$53,331	$9,292	$62,623	($1,531)	($54,252)	
2027	$4,327,586	$86,552		$4,414,138	$14.11	$61,068	$0	$61,068	$56,265	$6,359	$62,623	($1,555)	($55,807)	
2028	$4,414,138	$88,283		$4,502,421	$13.82	$61,044	$0	$61,044	$59,350	$3,273	$62,623	($1,579)	($57,387)	
2029	$4,502,421	$90,048		$4,592,469	$13.55	$61,019	$0	$61,019				$61,019	$3,633	Expenditures Recovered
2030	$4,592,469	$91,849		$4,684,318	$13.28	$60,995	$145	$61,140				$61,140	$64,773	Expenditures Recovered
2031	$4,684,318	$93,686		$4,778,005	$13.01	$60,971	$2,591	$63,562				$63,562	$128,335	Expenditures Recovered
2032	$4,778,005	$95,560		$4,873,565	$12.75	$60,946	$5,133	$66,080				$66,080	$194,415	Expenditures Recovered
			$3,000,000			$1,439,011	$7,870	$1,446,880	$750,000	$502,466	$1,252,466			

2005 TID Inception
2027 Final year to incur costs
2032 Maximum unextended life of TID (27 Years)

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Will Peters

AGENDA ITEM # E.4

Consideration with possible action to select housing developer(s) for the redevelopment of the JBS Redevelopment Site at 0 Lime Kiln Rd (Tax Parcels 23-243-1 and B-243-4).

BACKGROUND

On January 10, 2024, staff issued a Request for Proposals (RFP) for the housing component of the JBS Redevelopment Site located at 0 Lime Kild Road (Tax Parcels 23-243-1 and B-243-4). The primary goal of the RFP was to seek proposals which utilize the site as an innovative "housing laboratory" that creates new, diverse, culturally inclusive urban housing model serving employers and employees in the Greater Green Bay area. The RFP asked for housing options that meet current and future market demand and do not readily exist within the City (affordability, design, lot size, bedroom count, ownership, etc.). Staff received proposals from five qualified developers: Gorman & Company, Revel49, Movin' Out, Greater Green Bay Habitat for Humanity, and Northernstar Companies.

Staff along with the Mayor's Office reviewed and scored the proposals. Though the scores of the developers are not far apart, there were certain aspects of Gorman & Company and Revel49's proposals that caused their projects to rise to the top.

Regarding Gorman & Company, staff appreciated their long track record of success and their depth of experience in the development community. Specific to their proposal, staff looked favorably upon Gorman & Company's desire to build housing for the "missing middle" demographic of our community. This demographic includes households earning between 80% and 120% of County Median Income. Additionally, staff appreciated their willingness to collaborate with other developers and organizations.

Regarding Revel49, their inclusion of housing for large and multi-generational families was well received as it is a housing product that is in high demand for our community. Additionally, staff felt their overall design and attention to public space complimented the designs proposed in the JBS Final Concept Plan very well.

For the above-mentioned reasons, staff is recommending both Gorman & Company and Revel49 co-develop Phase 1 and portions of Phase 2 of the JBS Redevelopment Site. Specifically, staff would like to see Gorman & Company develop the multi-family component on development areas "D" and "E" while Revel49 develop the townhomes and multi-family units on development areas "G" and "H". Both developers are agreeable to this proposal. Regarding the single-family housing component of this development site, both developers have expressed an interest in and willingness to work with local developers to fill this need.

RECOMMENDATION

To approve Gorman & Company and Revel49 as housing co-developers for the redevelopment of the JBS Redevelopment Site.

FISCAL IMPACT

ATTACHMENTS

1. Revised-JBS Housing Development_Request_for_Proposals Combined
2. RFP Scoring- JBS
3. Gorman & Company-Combined RFP Response
4. Revel49-JBS Redevelopment-Proposal

City of Green Bay
Department of Community and Economic Development

Request for Proposals

JBS Redevelopment Site

Redevelopment Authority of the City of Green Bay

Released January 10, 2024

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

Request for Proposals:
JBS Redevelopment Site

I. Introduction

The Redevelopment Authority of the City of Green Bay (RDA) is seeking proposals for the development of housing on the JBS Redevelopment Site (tax parcels 23-243-1 and B-243-4). This project implements the housing element of a larger City-led initiative that includes unique public amenities and a mix of uses that promote a culturally inclusive and dynamic neighborhood. The City has worked closely with stakeholders to prepare the *JBS Redevelopment Site Final Concept Plan* (attached as Exhibit A), which developers should rely on when preparing their proposals.

A. *Project Overview*

The future for a welcoming destination for Green Bay residents can be found at the JBS redevelopment site. The *JBS Redevelopment Site Final Concept Plan* identifies the collaborative nature in creating a bold and impactful development that will complement the Imperial Pride neighborhood, the East Side, and greater Green Bay. This project will incorporate three primary elements:

1. **Housing**: New housing opportunities which include unique urban housing designs with higher density, a wide range of affordability options that provide opportunities for both rental and ownership. Sustainable designs and practices are required. Specific efforts to identify and address the housing needs of culturally diverse populations in Green Bay are strongly encouraged, especially those working for local employers.

2. **Destination Community Parks:** The City will design and build new destination community park facilities that are culturally and ecologically inclusive. Amenities will incorporate active and passive recreational opportunities for seniors, adults and children with varying physical and cognitive abilities. The Parks will include programmable space available to all Green Bay residents and visitors.

3. **Urban Farm:** The area will include an urban farming concept that uses otherwise unbuildable areas of the site. The farm will be scaled to focus on family sustaining levels of production, with potential training and support facilities (e.g. a commercial kitchen) that could help scale up levels of production to serve farmers markets, restaurants or institutional markets. This farm will include a public gathering area (building and exterior space) that potentially could be a shared use with the park.

For the purpose of this RFP, the focus will be exclusively on the housing component of the *JBS Redevelopment Site*.

B. *Project Goals*

The design of the neighborhood itself—the streets and blocks—are meant to allow for flexibility in the ultimate development of the homes. The housing shown in the concept plan is meant to be a guide to illustrate feasible combinations of housing types. This should include unique urban housing designs with higher density, a range of affordability, and options for both rental and ownership. Sustainable designs and practices are required such as the use of permeable pavement, green roofs, solar, or other methods which promote energy efficiency and conserve the natural environment. Specific efforts to identify and address the housing needs of culturally diverse populations in Green Bay are strongly encouraged.

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

1. Positively utilize the site for residential growth by incorporating a variety of housing types (small lot single-family, two-family, townhomes, and multiple-family), including mixed-use where appropriate. The City would like to see a minimum of 130-200 units developed on the site.
2. Generate tax base.
3. Maximize the benefits of developing this site to the surrounding neighborhoods and the community, especially for local community partners (Green Bay Area School District, Salvation Army, JBS, etc.), the Imperial Pride neighborhood, and the prospective residents of the development.
4. Use the site as an innovative "housing laboratory" that creates new, diverse, culturally inclusive urban housing that serves employers and employees in the Greater Green Bay area with options that meet current and future market demand and do not readily exist within the City (affordability, design, lot size, bedroom count, ownership, etc.).
5. Facilitate development that corresponds with the *JBS Redevelopment Site Final Concept Plan*.

C. Property Summary

Location: 0 Lime Kiln Rd.

Property Ownership: RDA

Parcel(s): Parcel# 23-243-1 (22.98 acres) City of Green Bay, Wisconsin, and Parcel# B-243-4 (2.63 acres) Village of Bellevue, Wisconsin

Site Size: 25.61 acres

Type of Project: Preference will be given to a medium-high density housing development with a minimum overall density of 130-200 units.

Assessed Land Value: $96,400

D. Property Background

The site is currently vacant but has historically been used exclusively for agriculture. The 25.6-acre site is owned by the Redevelopment Authority of the City of Green Bay and is currently undeveloped. There is currently no defined public access to the site in its current condition. The site is bounded by transmission power lines and wetlands to the west, a low volume but active railroad line to the south and has frontage on Guns Road to the east. A majority of this site is located within the City of Green Bay (23 acres); however, a portion of this site is located in the Village of Bellevue (2.6 acres).

The project area will be developed with infrastructure including interconnected roadways with inclusive bicycle and pedestrian facilities, grand boulevard park, active destination park/playground, regional sports field-oriented park, and urban farm with multi-use barn/community center as depicted in the *JBS Final Concept Plan* in Appendix A. Additionally, a stormwater management system will be designed and constructed to accommodate stormwater for the entire development area. Construction of the above-mentioned facilities will begin in May 2024 with the first phase of construction including 3,000 feet of specialty urban roadways with utilities and all stormwater management to be completed by September 2024.

E. Environmental Condition

The property's current condition is undeveloped and is being used for agricultural uses (growing crops). Aerial images from 2000, 1992, 1978, 1960, and 1938 also indicate the property has remained undeveloped with agricultural uses. A rail line borders the property to the south. Other adjacent uses include single

family residential, a Salvation Army Kroc Corps Community Center, and the Green Bay Area Public School District food preparation facility.

The City has initiated a Phase I Environmental Site Assessment (ESA). When complete, the Phase I ESA report will be made available for review. After completion of the Phase I ESA, a Phase II ESA will be conducted if recommended by the environmental consultant based on the results of the Phase I ESA.

F. Potential Resources

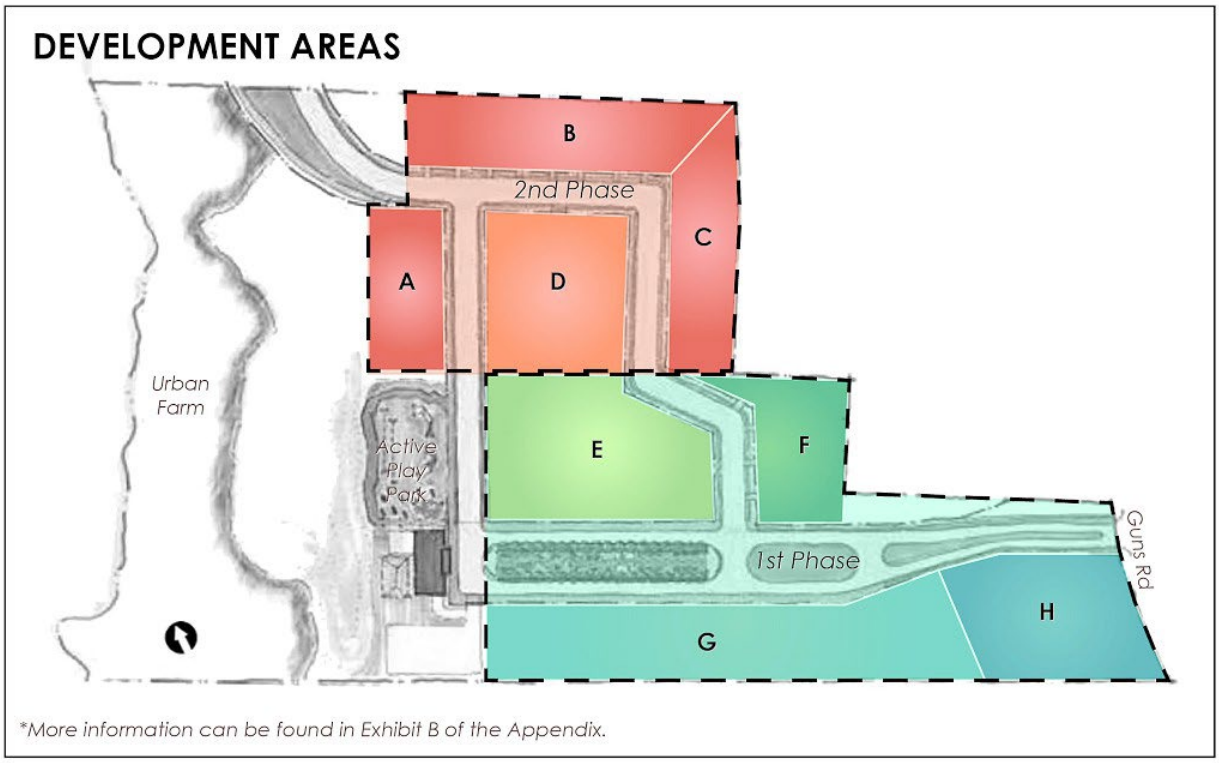
To help promote the successful redevelopment of the JBS site, the City is willing to contribute additional resources to eligible proposals. The City intends for a Tax Increment District (TID) to be created in 2024 to help cover public infrastructure costs and potentially support private development. The City may contribute American Rescue Plan Act (ARPA) funds to support the selected developer(s) pre-development costs such as design and engineering. To assist in the development of affordable housing, the City has multiple gap-financing resources such as HOME, HOME-ARP, TIF extension dollars, and ARPA.

Any financial support provided by the City will be determined after reviewing the developer(s)' proforma which identifies a clear funding gap.

II. Proposal Requirements

A. *Phasing*

The redevelopment of this site will be conducted over two phases. The first phase will be to the south along the community park boulevard. The second phase will be to the north, connecting the development to the northern neighborhood. The *JBS Redevelopment Site Final Concept Plan* includes the housing concept below. All submittals must include a proposal for one or more development areas in Phase 1. Proposals may also (but are not required to) include areas of Phase 2.



Phase I Permitted Housing Types

1. Development Area E:
    a. Multiple-Family dwelling (10-30 units/acre),
    b. Mixed-use building (10-30 units/acre) with commercial components on the ground floor fronting the Grand Boulevard.

2. Development Area F:
    a. Single-family detached (4-8 units/acre)
    b. Two-family dwelling, upper/lower duplex (6-10 units/acre)

3. Development Area G:
    a. Single-family attached dwelling, townhouse (8-12 units/acre)

4. Development Area H:
    a. Multiple-family dwelling (10-30 units/acre)
    b. Mixed-use building (10-30 units/acre). Commercial components shall only be permitted on the ground floor fronting Guns Road or the Grand Boulevard. Permitted and conditional commercial uses shall be those listed for the Neighborhood Commercial District within Green Bay Municipal Code, Chapter 44 Article VIII- Commercial Districts.

Phase 2 Permitted Housing Types

1. Development Areas A, B, C:
    a. Single-family dwelling, detached (4-8 units/acre)
    b. Two-family dwelling, upper/lower duplex (6-10 units/acre)
    c. Single-family attached dwelling, townhouse (8-12 units/acre)
    d. Multiple-family dwelling (10-30 units/acre)

2. Development Area D:
    a. Single-family attached dwelling, townhouse (8-12 units/acre)
    b. Multiple-family dwelling (10-30 units/acre)

B. Content and Organization

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

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

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

    1. safe; projects that
        1.1. remove underutilized properties with high complaint and/or police call volumes,
        1.2. remediate environmental contamination and/or enhance the physical (soil, water, air) landscape,
        1.3. strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure,
        1.4. eliminate and/or reduce transportation hazards.

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

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

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

Long-Range Planning. The plan recommendation for this site is 130-200 units. Although the future land use plans currently call for light industrial uses, the City is currently undergoing a Comprehensive Plan rewrite and the land uses for this site have been determined to be medium to high density residential and/or mixed-use. All land-use regulation will be addressed under the development of a specifically drafted Planned Unit Development (PUD) once a proposal is chosen.

Form. Green Bay Parcel # 23-243-1 is currently zoned General Industry (GI). The west portion of the Bellevue Parcel# B-243-4 is zoned Light Industrial (LI). The east portion of the Bellevue Parcel# B-243-4 is Residential One (R-1). However, all land-use regulation will be addressed through the adoption of a Planned Unit Development (PUD). The PUD will facilitate the development of the land in an integrated and innovative fashion, to allow for flexibility in site design, and to encourage development that is sensitive to environmental, cultural, and economic considerations. Approval of a PUD shall result in the creation of an overlay to the base zoning districts, with specific requirements and standards that are unique to the planned development. The proposed housing must be designed to comply with Green Bay Zoning Code, Article XIX, Division 3, Section 44-1913: Building and Site Design Guidelines (https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH44ZO_ARTXIXSIPLRE_DIV3BUSIDEGU). The buildings must follow characteristics of a medium to high density neighborhood. The table below represents preferrable design elements for the JBS redevelopment site.

Design and Materials in the JBS Redevelopment	
Architectural Character	Distinct architectural character that is cohesive throughout both phases of the development. The buildings are designed to be street-oriented, with dynamic ground floors and feature entrances, storefronts for commercial buildings, and other public-facing areas that are easily accessible from sidewalks. The pedestrian-friendly layout should encourage street life and facilitate interaction between pedestrians and building residents.
Articulation	Emphasis on building corners at intersections. Multi-family buildings greater than thirty (30) feet wide shall be divided into smaller increments through variations in materials or through architectural elements. The first story of multi-family buildings must be distinct from upper stories, through change in building materials or textures or through awnings, arcades, etc.
Vehicular Access and Parking	Surface parking lots associated with commercial or multiple-family uses shall not be located between a building's front façade and the public right-of-way except for accessways. Parking in the rear yard, underground, or within parking structure(s) is highly desirable. Townhomes shall not have front-loaded attached garages. Front-loaded attached garages on single and two-family houses must be set back at least ten (10) feet from the structure's front façade. The project must provide sufficient parking to comply with the relevant requirements of Article XVIII of Chapter 44 in the Green Bay Municipal Code.
Building Materials	Buildings should be constructed with high quality, durable materials. Sustainable/environmentally friendly materials are encouraged where possible.
Fenestration	Building fronts should consist of a minimum percentage of windows and doors to promote a visual connection to the street. Mirrored, smoked, or heavily tinted glass is discouraged. Street-facing facades should have no less than 20% fenestration with buildings and doors.
Modulation	Modulation rhythm may be achieved through setbacks, façade widths, heights, colors, materials, and architectural features. Building facades should not be blank, with variation in treatments.
Height	Multi-family and mixed-use: between three (3) and four (4) stories. Single-family, two-family, and townhomes: between two (2) and three (3) stories. Upper/lower two-family housing is encouraged over side-by-side duplexes.

Mixed-Income Housing. As stated above in the Project Goals, the City's intention is to develop housing with a range of affordability. According to the most recent census data 46% of the neighborhood (census tract 16, Block Group 4) earn less than $50,000 and over 20% of the neighborhood earn less than $25,000 annually. In an effort to diversify the housing options in this neighborhood, the City would like to see no less than 10% and no greater than 30% of the total units created on this site be available to households earning less than 80% AMI.

Commercial Use. The City is open to proposals which incorporate neighborhood commercial uses where appropriate, for example, incorporating a childcare facility on the first floor of a multi-family development. Standalone commercial uses are not permitted.

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

4. **Investment**: Provide an analysis of expected increase in tax base generated by this project. Discuss project costs. The value of the property is estimated to be $96,400. Proposals should identify planned sources of financing for the project. Attach proof of funding sources, i.e., loan approvals, financial statements, letters of credit, etc.

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

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

C. Submittal Requirements

Proposals must be received by the RDA by Friday, March 29, 2024, no later than 4:00 p.m. CDT. Submissions must include four (4) original copies and one (1) electronic copy.

Please send proposals to: City of Green Bay
Community & Economic Development Department
Attn: William Peters
100 N Jefferson St, Room 608
Green Bay, WI 54301
Will.Peters@greenbaywi.gov

The staff recommendation along with developer interviews will be presented to the RDA Real Estate Subcommittee. Meeting date and time TBD. Final RDA approval will be made at the Tuesday, April 9, 2024 meeting which will be held at 1:30 p.m. CDT in Room 604 of City Hall, 100 N Jefferson Street.

III. Selection Process and Criteria

A. Selection Criteria

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

of the evaluation technique and their recognition and acceptance of the evaluators using their judgment in making a determination based on several criteria.

Selection Criteria (Continued)

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

B. Questions and Comments

All questions shall be submitted in written form to the contact information provided below by Wednesday, January 24, 2024. Answers will be provided, via the City website (www.greenbaywi.gov), as a part of addenda to the RFP as they become available. Multiple addenda may be released.

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

C. Selection Process

The developer selection process will involve the following primary steps:

1. *Proposal review*
2. *Staff Recommendation of selected developer*

3. *Developer interviews with RDA Real Estate subcommittee*
4. *Final RDA approval of selected developer*
5. *Finalize / execute Development Agreement*

D. Timeline

RFP Release:	Wednesday, January 10, 2024
Final questions due:	Wednesday, January 24, 2024
Proposals due:	Friday, March 29, 2024
RDA subcommittee:	TBD
RDA selection:	Tuesday, April 9, 2024, at 1:30pm

E. Rules Governing Competitive Evaluation

1. Examination of Request for Proposals

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

2. Contract Negotiations

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

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

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

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

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

IV. Appendix

A. JBS Redevelopment Site Concept Plan
B. Alta Survey
C. Conceptual Site Plan Housing Block

Appendix A

JBS Redevelopment Site Concept Plan

JBS Redevelopment Site

Final Concept Plan

August 7, 2023

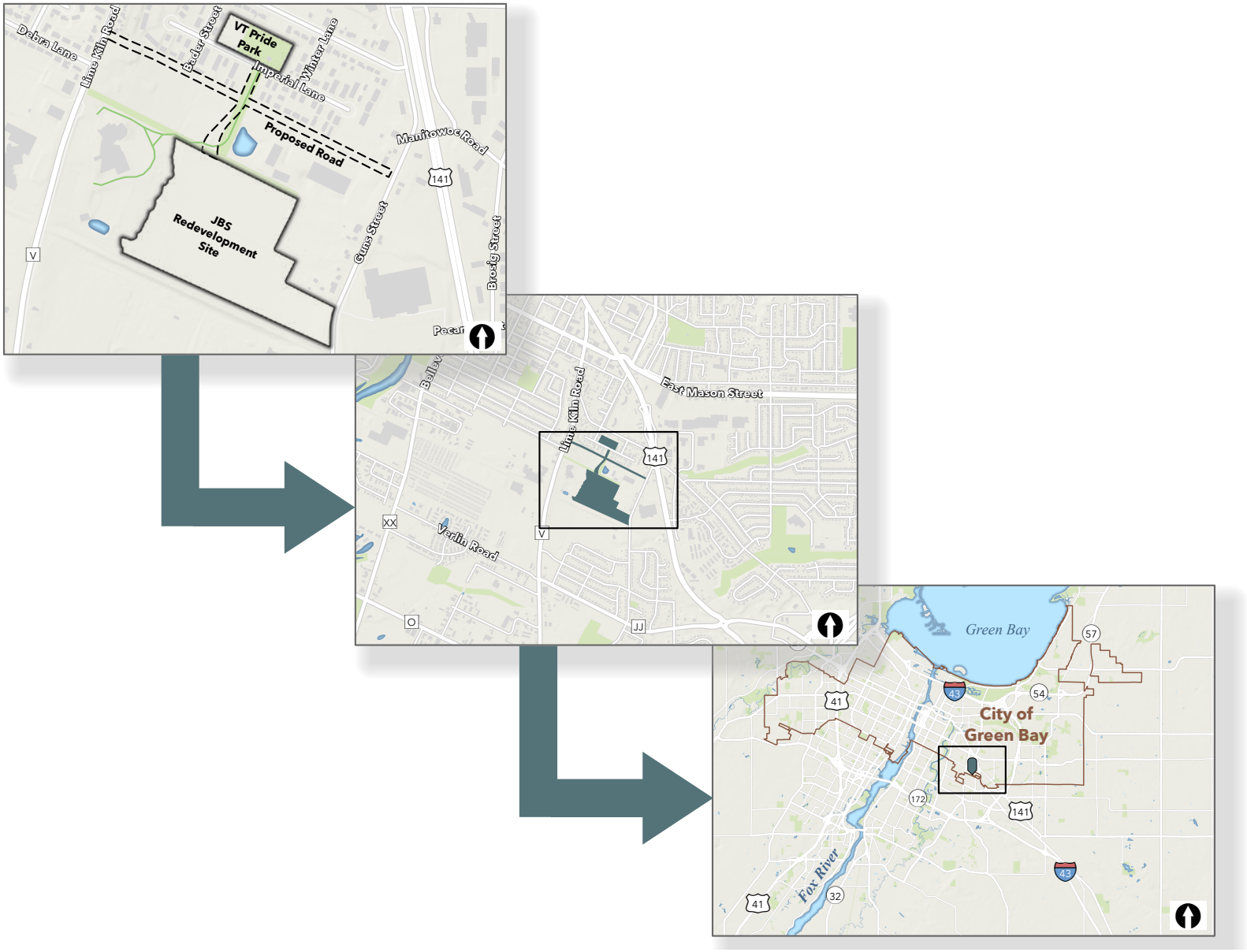
Table of Contents

1. Project Introduction
   - *Project Location*
   - *Project Neighborhood*
2. Site Aspirations
3. Project Foundation
   - *Concept Plan*
4. Concept Plan Development
   - *Concept Diagrams*
5. Programmatic Elements Overview
6. Programmatic Elements - Housing
7. Programmatic Elements - Destination Park
   - *The Grand Boulevard*
   - *The Activity Zone*
8. Programmatic Elements - VT Pride Park
9. Programmatic Elements - Urban Farm
10. Programmatic Elements - Roads & Trails
11. The Process

> "A city's environment is shaped not only by people who have an important influence, but by everyone who lives or works there."
>
> -Robert Cowan

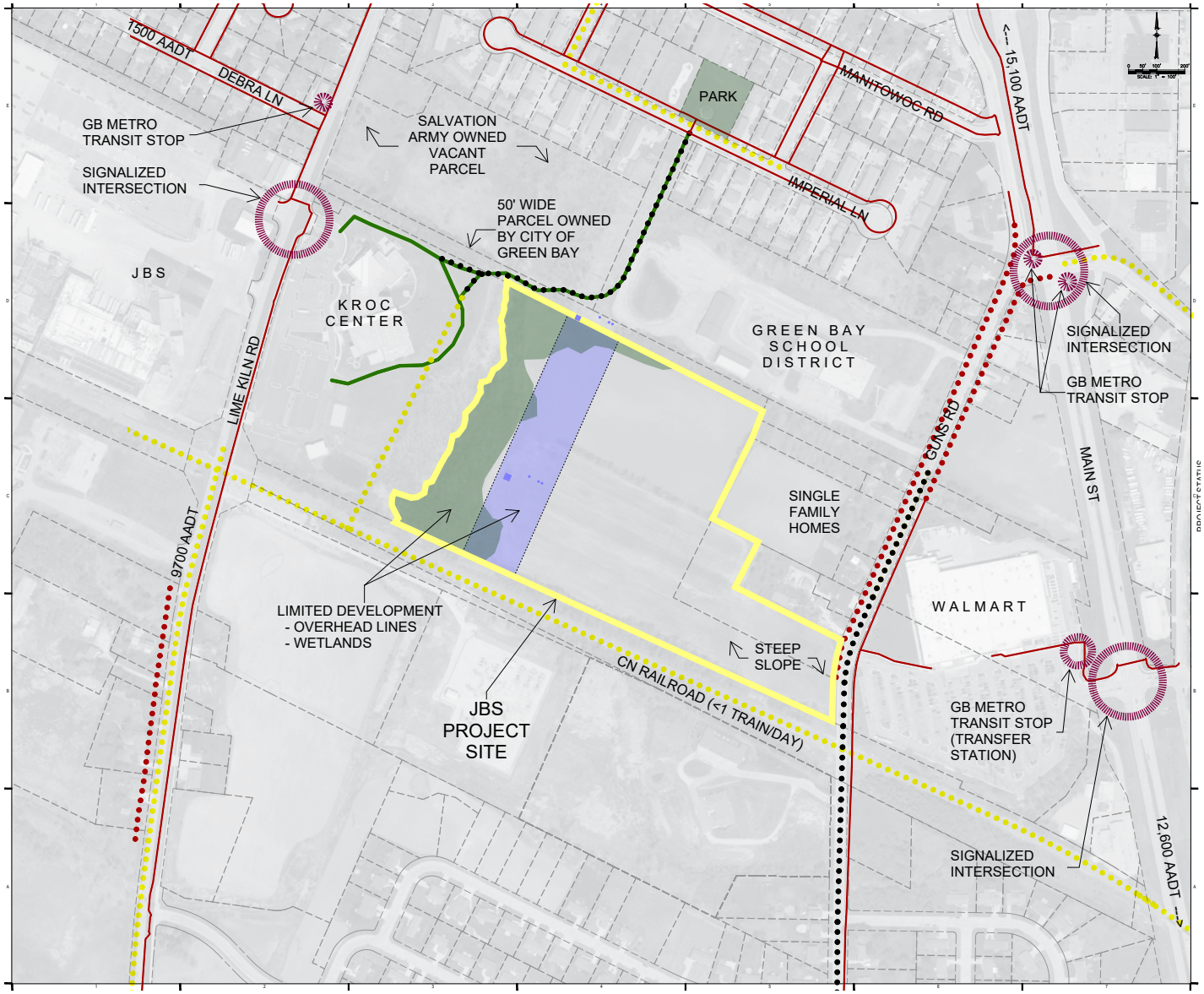
1. Project Introduction

Project Location



1. Project Introduction

Project Neighborhood



2. Site Aspirations

Multi-cultural. Authentic. Diverse. Multi-generational. Active. Destination. Fun!

The future for a welcoming, diverse, culturally-inclusive, economically-varied, and destination for Green Bay residents can be found at the JBS redevelopment site. The concept plan and support material found in this document identifies the collaborative nature in creating a bold and impactful development to complement the Imperial Pride neighborhood, the East Side, and greater Green Bay.

The addition of a destination park and urban farm embraces community members' desires to bring people together from diverse backgrounds. It builds on a foundation of teaching, growing and supplying food for the community. The destination park adds to the impact of the redevelopment on the broader Green Bay community. The plan includes park elements that provide interest, amusement, and community to multiple generations of residents and area employees. Working together, a park and farm can build the knowledge and capability to grow the urban farm – through park aesthetics and hands-on training and building. It will instill neighborhood pride.

The concept plan doesn't stop there. Roadway connections to existing neighboring destinations, sidewalks, and trails will only enhance the redevelopment as an innovative and desirable place to live and play. Improved multi-modal connections that enhance access to assets and resources on and off the site – connecting jobs, social spaces, parks, and people.

The development of the concept plan was led by a diverse group of local community non-profit organizations, stakeholders, community members, area employees, and residents. City staff rounded out the visionary team for the redevelopment site. Interviews with stakeholders, on-site engagement meetings, community open houses, and regular team meetings were held to generate and gather design ideas and priorities. In short, ideas were shared, voices heard, and a concept plan finalized.

On the following pages you'll find the concept development process and final plan. Programmatic elements are outlined for the four main pieces of the plan:

- Housing
- Parks
- Urban Farm
- Infrastructure

Let's keep the momentum moving!

> "Cultures and climates differ all over the world, but people are the same. They'll gather in public if you give them a good place to do it."
>
> -Jan Gehl

3. Project Foundation

The final concept plan overall organization was centered on a grand social boulevard. The foundation of the concept is the robust inclusion of a variety of social spaces for all ages and backgrounds. The boulevard is anchored by the community building and a custom activity zone for multi-generational fun. An urban farm utilizes the shared community building and the land adjacent for in-ground farming, further highlighting the JBS site as a city-wide destination.

A central boulevard from Guns Road creates the primary entry to the site. A series of social spaces are within the wide boulevard, designed for market stalls, picnicing, seating, swings, relaxation, walking, biking and many other activities. This leads visitors and residents through the site to the community building landmark at the west end of the site. Within the community building, shared space for farming education, training, and growing is on hand. This building can also serve as rental space for meetings, gatherings, weddings, and other larger events.

The vision for the activity zone at the west end of the boulevard includes outdoor play space for all ages—including a splash pad, a climbing and adventure space, zip lines, grills, and large group picnic tables. These amenity spaces further enhance the desirability of living and working here.

An internal ring road creates the framework for the housing, trails, and vehicular roadways within the site. Working with adjacent property owners to the north, an additional connection was designed to connect to Imperial Lane, Lime Kiln Road, and a second connection to Guns Road. These new connections create a more connected, accessible neighborhood for both the new development and the Imperial Pride neighborhood overall. The trail network also makes an important connection to the existing multi-use path that connects Imperial Pride to the Kroc Center and Lime Kiln Road.

> **"Our ability to reach unity in diversity will be the beauty and the test of our civilization."**
> **-Mahatma Gandhi**

3. Project Foundation

The Concept Plan

JBS Site Redevelopment
Conceptual Site Plan
Key Map

LEGEND

- 1A Housing-Single Family
- 1B Housing-Townhomes
- 1C Housing-Apartments
- 2 Destination Park
- 2A Grand Boulevard
- 2B Activity Zone
- 3 VT Pride Park
- 4 Urban Farm
- 5A Grand BLVD ROW
- 5B Connector Road ROW (F-F/G-G)
- 5C Main Road East-West ROW (H-H)

4. Concept Plan Development

As part of the conceptual design process, the design team molded and produced three concept site plans for the redevelopment site. The three concepts addressed different park locations and circulation patterns and connections to neighboring uses and roads. During the development and review of the initial concept plans, access solely with one intersection along Guns Road did not provide the connectivity desired for the Imperial Pride neighborhood. It was determined that incorporating multi-point access was essential to improving Imperial Pride neighborhood connections to many existing assets and the greater City of Green Bay.

During this concept development stage, adjacent property owner meetings were held to discuss the viability of additional connections beyond the JBS site itself. Stemming from these conversations an east-west connector street was design to connect Lime Kiln Road and Guns Road, and from the JBS site north to Imperial Lane. The three concepts illustrate this in the diagram. As conversations developed with the adjacent property owners, refinements to these connections were designed into the final plan.

After discussion and deliberation with stakeholders, the Grand Boulevard concept was selected. It's heavy focus on social spaces through the site, the community building located at a focal point, and important multi-modal connections to the east, west and north made it a clear front runner.

Gateway Park – This concept focused on a park at the entrance of the site from Guns Road and a linear park along the southern boundary connecting with an urban farm component at the west end of the site. It centered on the idea of providing access to the park directly from Guns Road, and drawing park users west through the park. Finally, an internal circular road network with new access to the north connecting the existing Imperial Pride neighborhood rounds out this concept.

Central Square – This concept focused on a central street grid system with a park at the center of the site. This concept focused on park amenities in a central location surrounded by residences.

Grand Boulevard – This concept focused on a wide boulevard designed with a variety of social and active spaces. The linear boulevard created a link through the site to the activity zone on the west side. Community gathering spaces and the urban farm surround the community building. This concept was the final selected for further refinement.

Gateway Park

Central Square

Grand Boulevard

5. Programmatic Elements Overview

The City of Green Bay and area partners had the foresight to identify many needed core elements as part of the neighborhood design. Social spaces where all are—and feel—welcome, urban farming, active play spaces, economically-diverse housing options, connected roadway and trail system, and the aim of attracting diverse and multi-generational residents were key elements defined up front.

The preferred concept provides all that and more.

Research was conducted to understand local demographics and market trends, as well as interviews and surveys to pinpoint the overall vision and the specific program amenities for the park.

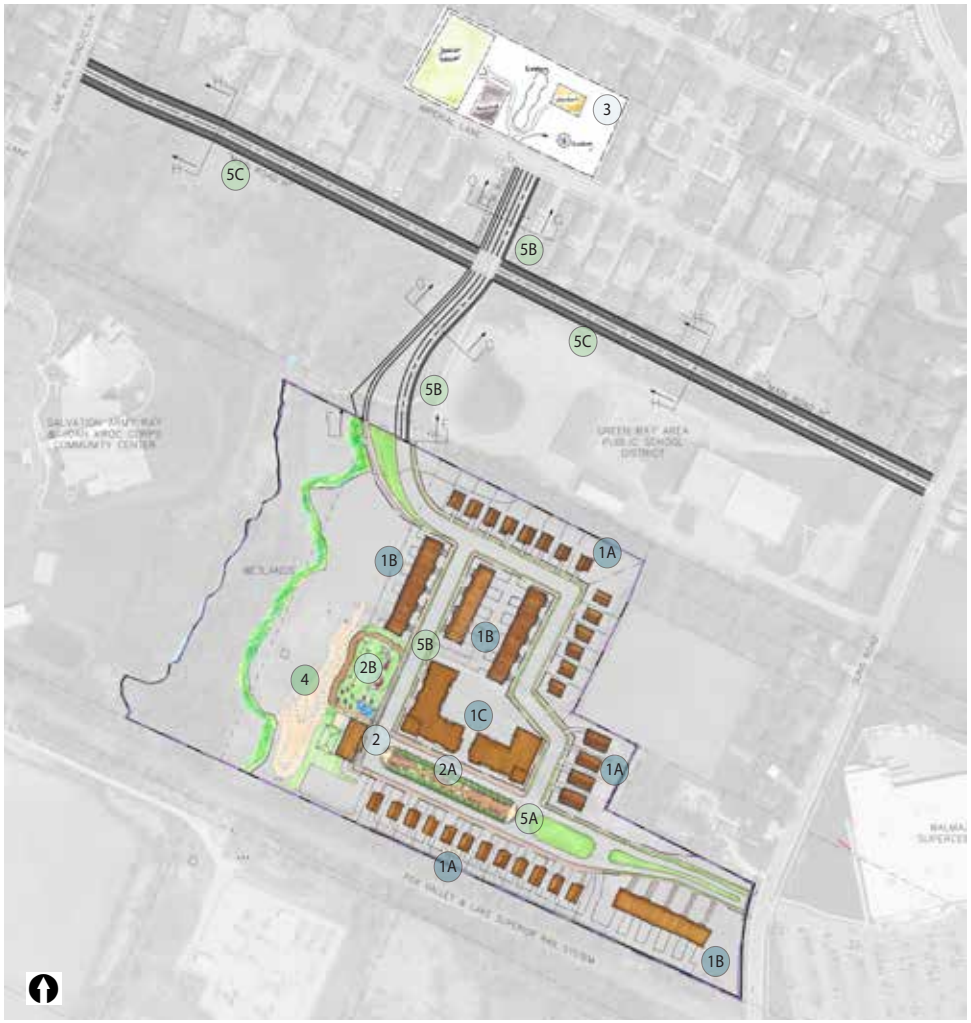
A multi-lingual survey and pictorial visual preference survey was conducted as part of community and stakeholder meetings to understand style preferences, neighborhood feel, housing types, and park amenities.

Research on multi-modal roads and trails was done to understand ideal bike lane widths, multi-modal needs, on-street parking, and lane widths.

The following pages provide details to each of the four major program elements: housing, park amenities, the farm, and roads and trails.

6. Programmatic Elements - Housing

The design of the neighborhood itself—the streets and blocks—were meant to allow for flexibility in the ultimate development of the homes. The housing shown on the concept plan is meant as a guide to illustrate feasible combinations of housing types. The intention of the plan is to include a variety of rental and owner-occupied housing suitable for singles, couples, families, and extended families. The images at right illustrate the types of housing represented on the Concept Plan, below.



JBS Site Redevelopment
Conceptual Site Plan
Key Map

LEGEND

- 1A Housing-Single Family
- 1B Housing-Townhomes
- 1C Housing-Apartments
- 2 Destination Park
- 2A Grand Boulevard
- 2B Activity Zone
- 3 VT Pride Park
- 4 Urban Farm
- 5A Grand BLVD ROW
- 5B Connector Road ROW (F-F/G-G)
- 5C Main Road East-West ROW (H-H)

6. Programmatic Elements - Housing

The Concept Plan imagined a neighborhood of interconnected streets, within the site and beyond, linking the site to the rest of the Imperial Pride neighborhood. The plan illustrates a variety of housing options on the site: single family homes, townhomes, and apartment buildings. The idea is that the plan's streets and blocks can accommodate a diversity of housing. Below (left) the table explains the number of units with a mix of housing types. For comparison, the tables below (right) explain other options—for example, if the site was all single family homes or a different mix of single family homes, townhomes, and apartments. This can serve as a guide in future conversations with residential developers interested the site.

THE CONCEPT PLAN

The data below summarizes the housing illustrated on "The Concept Plan"

Single family and townhomes with apartments.

	Density Ranges	Unit Count	
		Lower Density	Higher Density
30% Single Family	4-8 DU/AC	27	54
30% Townhomes	8-12 DU/AC	36	54
40% Low Density Apartments	10-30 DU/AC	38	75
Totals	15-18 DU/AC	101	183

ALTERNATE HOUSING OPTIONS

The data below offers alternate housing mix options for the site. The intent is to show a range of options and densities for the site.

Single Family Focus

Average number of homes: 90 DU

	Density Ranges	Unit Count	
		Lower Density	Higher Density
100% Single Family	4-8 DU/AC	60	120

Townhome Focus

Average number of homes: 150 DU

	Density Ranges	Unit Count	
		Lower Density	Higher Density
100% Townhomes	8-12 DU/AC	120	180

Single Family Focus

	Density Ranges	Unit Count	
		Lower Density	Higher Density
15% Single Family	4-8 DU/AC	15	30
45% Townhomes	8-12 DU/AC	75	90
40% Low Density Apartments	10-30 DU/AC	75	75

Note: DU is the abbreviation for "dwelling unit" and can mean single family home, townhome unit, condo unit, or apartment.

7. Programmatic Elements - Destination Park

The park is modeled after great active public spaces around the world. After hearing during the engagement the desire for social spaces and gathering spaces, this became the driving force behind the design of the destination park: provide social spaces, gathering spaces, and activity spaces that are designed for singles to extended families; all ages; and intended to be welcoming and open to the neighborhood. People were not merely looking for homes, they were looking for connections.

The destination park has two main components: the Grand Boulevard and the Activity Zone. The Grand Boulevard contains outdoor cafe seating, colonnades of trees, space for art, seating surrounding fire pits, large front porch-styled swings, and festoon lighting all create a festive vibe. What we know: not just kids like to play – have things for adults too! The Activity Zone contains tall climbing structures, rolling hills and knolls, zip lines, and tower structures all which provide active spaces to explore whether you're 8 or 80 years old.

The final detailed design of these amenities can pull in local and global influences. It may contain educational pieces about Green Bay's native lands and waters, its history and its relationship with farming and early industries such as meatpacking and paper. It may celebrate the homeland of area residents and the rich sensory experiences of different cultures. Each of these ideas will make it a unique and special place, a diverse and inclusive destination!

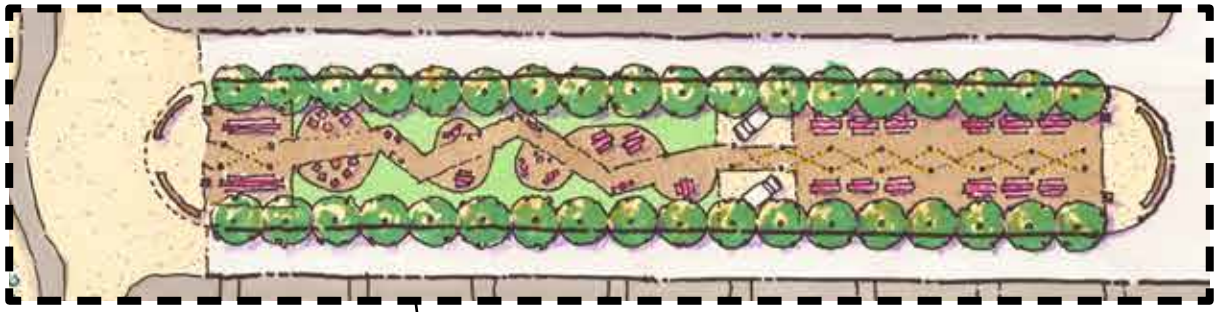
Space	Size (approximate)	Elements
Grand Boulevard	60' X 375'	• Outdoor cafe seating • Food truck parking • Public art • Festive art lighting • Fire pits • Front porch-style swings
Activity Zone	1.5 acre	• Community building with event space • Outdoor event patio space • Splash pad • Harvest tables picnic area with grills • Tall climbing structures • Adventure hills and knolls • Zip lines • In-ground farming • Off-street parking

> **"Public play spaces are essential building blocks of a thriving society. They provide opportunities for physical wellness, social cohesion, and emotional health for people of all ages."**
>
> **- The National Study of Playgrounds, Studio Ludo, June 7, 2023**

7. Programmatic Elements - Destination Park

The Grand Boulevard

INSPIRATION:
A grand social boulevard.



7. Programmatic Elements - Destination Park

The Grand Boulevard

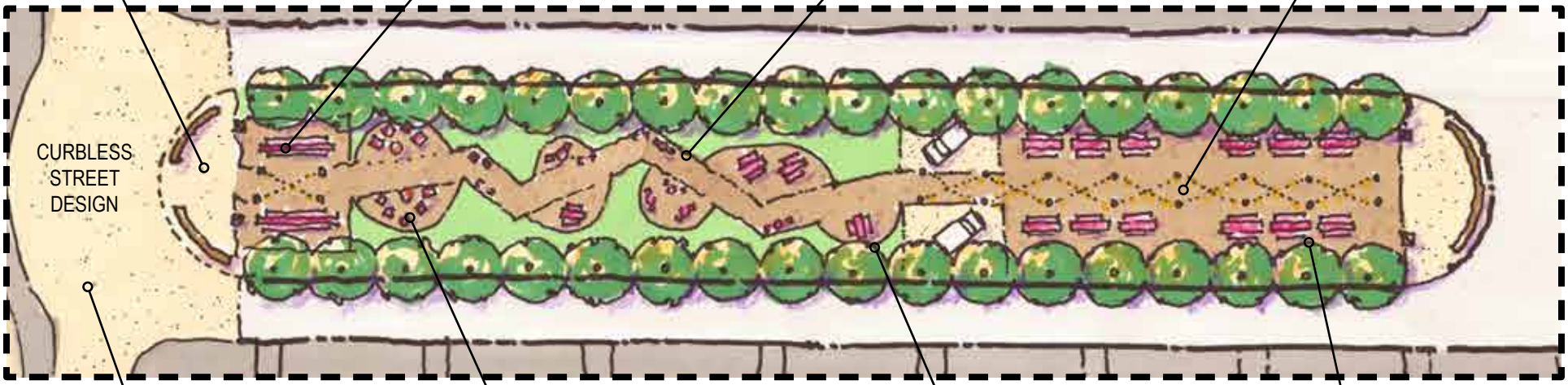
The Grand Boulevard, a linear park: welcoming social spaces for all.

Specialty paving

Front porch style swings

Art lighting

Festoon lights



Specialty paving

Fire pits

Picnic groves

Tables & chairs

7. Programmatic Elements - Destination Park

The Activity Zone

7. Programmatic Elements - Destination Park

The Activity Zone

The Activity Zone: a place for all ages to get active and have fun.

Zip lines

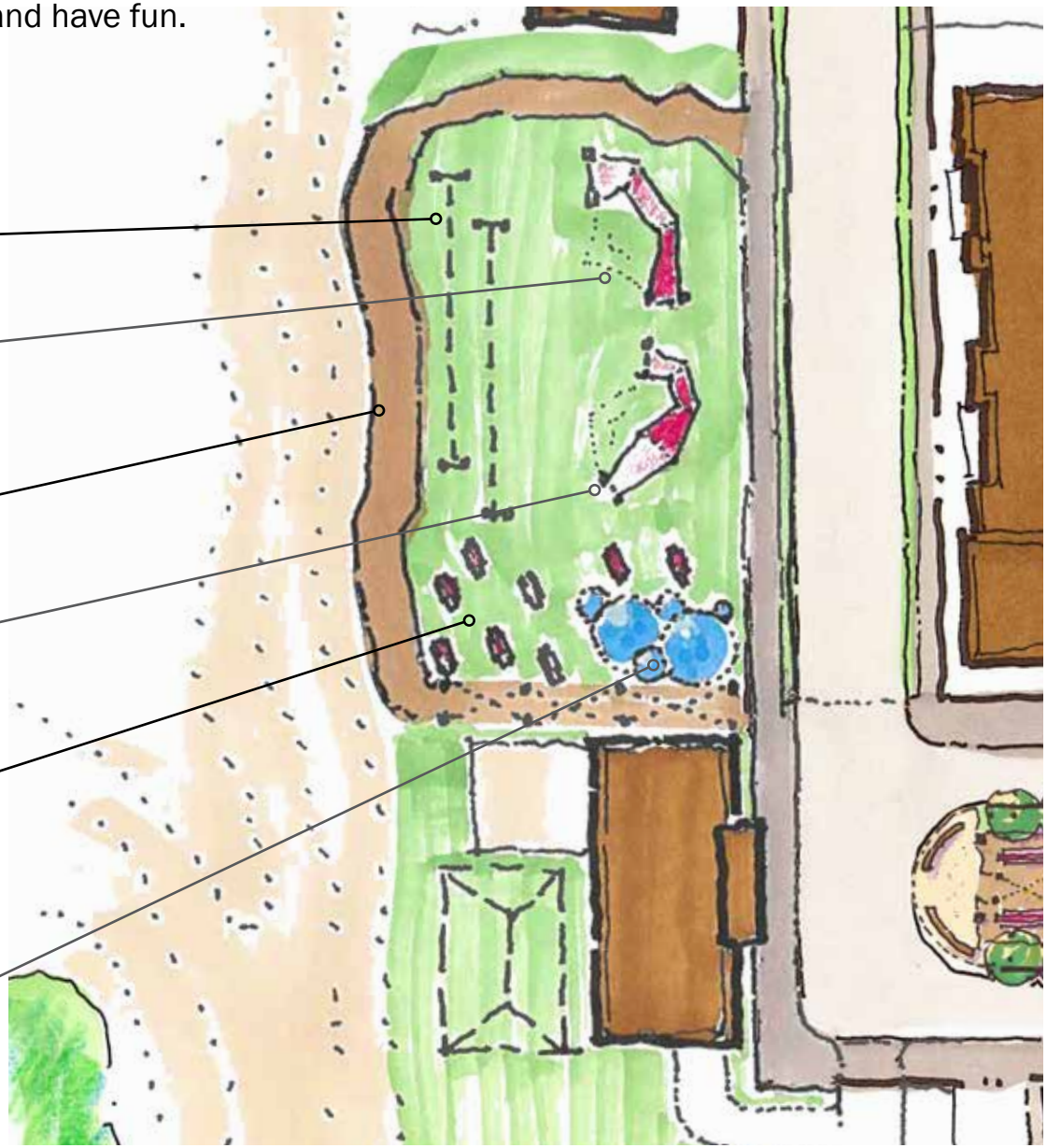
Built knolls & climbing areas

Crushed gravel walkways

Tower structures

Picnic tables & grills

Plaza splash pad



8. Programmatic Elements - VT Pride Park

During the project discovery and concept development it was determined that additional playing fields should be incorporated within the plan. City staff had always considered VT Pride Park an important neighbor and complement to the JBS site design. The park is nearby located to the north and connected by a multi-use path to the redevelopment site.

Incorporating the adjacent parcel owned by City of Green Bay Redevelopment Authority (RDA), the site is large enough to accommodate a combination of playing fields, including basketball, sand volleyball, and a youth soccer field. Dedicated playing fields will complement the destination elements planned within the JBS site and provide additional play space and park amenities to the existing Imperial Pride Neighborhood.

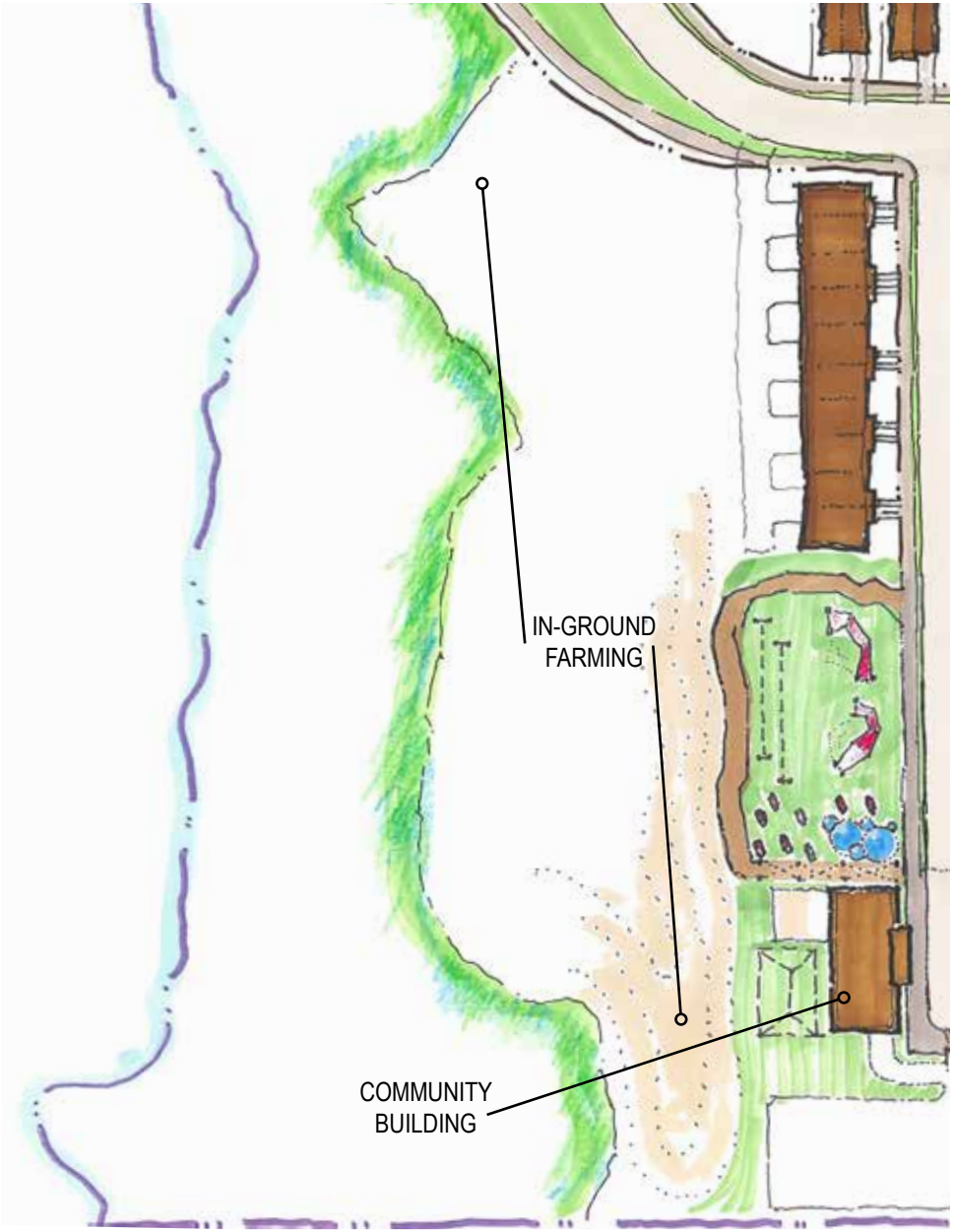
Junior Soccer Field	125'x200'
Basketball Court	60'x90'
Sand Volleyball Court	50'x80'

9. Programmatic Elements - Urban Farm

Urban farming with its critical enrichment, education, cultural connection, and food solidarity was identified as one of the foundation elements of the JBS Redevelopment Site. The proposal focused on a combined food system and community building to be shared among users, residents, and visitors to the site and destination park.

Key stakeholders involved in the urban farm and community building program included City staff, Northeast Wisconsin Technical College (NWTC), JBS, Brown County, Greater Green Bay Community Foundation, and Green Bay Area Public School District. NWTC and GB Area Public Schools further developed the urban farm component. A multi-story building space for activities, education, and community services is recommended at 5,000-6,000 square feet. Program elements can be broken down into the following:

School Age Field Trip Destination	Bathrooms (accessible to building exterior and interior), covered outdoor pavilion, kitchen, and indoor gathering space for capacity 150 people
Higher Education & Adult Enrichment Education	2 Classrooms
Community Service Space	Secure offices (3), small meeting/study rooms (2), supply and material storage
Food Production and Connection	3-5 acres



9. Programmatic Elements - Urban Farm

The program information below was provided by the urban farm concept team. It is intended to be the starting point for discussion for the program for the in-ground farming and development of the architecture program of the community building. As envisioned, the community building would have event rental spaces, educational spaces, and food production support spaces and storage.

DESCRIPTION OF PROPOSAL: This food system and community center provides empowering opportunities that foster learning, food solidarity and cultural connection. Urban farm components include farmer incubation, growing-to-distribution activities, and relational food solidarity work. Educational components include k-12 curriculum and field trip hosting, and higher ed plus adult enrichment opportunities. The Urban Farm Center will also have space for community partner office and meeting space, as well as community gathering space.

BACKGROUND: The City of Green Bay is developing a 26-acre parcel on the east side. For the past 18 months, the City's administration has worked with specific community stakeholders (NWTC, JBS, GGBCF, Brown County) to design an equitable and inclusive vision and process for development. The three critical components to the opportunity site are 1) dynamic workforce housing, 2) a destination playground and 3) an urban farm. Northeast Wisconsin Technical College has been invited to explore its role in becoming a lead stakeholder in the urban farm component. With few parameters, the College's exploration team is collaborating with other community stakeholders to bring clarity around form around the opportunity.

CONCEPT TEAM: NWTC has partnered with Green Bay Area Public Schools to explore opportunities and develop a concept proposal for what the "Urban Farm" component could be. Members of the concept team include: NWTC- Meridith Jaeger, Amy Kox, Miranda Schornack, Amanda Chu, Chet Lamers GBAPS- Joshua Patchak, Lynette Kiehnau, Josh DePouw, Eric Conn

WHY: The development meets the needs of existing and new workforce/community, inclusive of employers. Involvement in the development is a mission aligned action for the college and school district that reflects shared equity-grounded values around engagement, passion & inspiration, results & accountability and innovation.

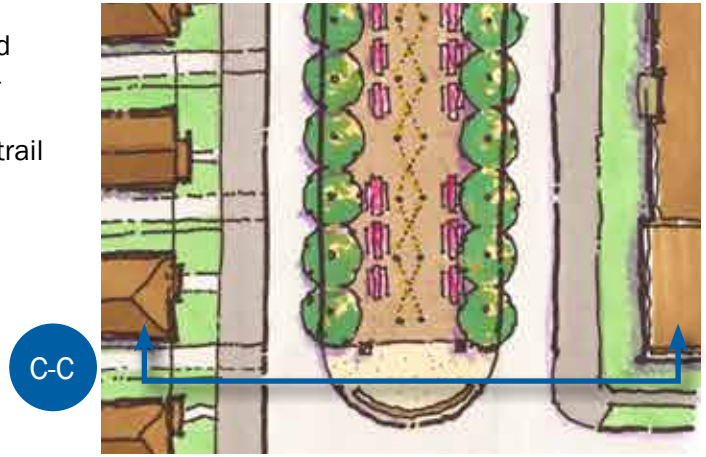
Programs	Potential Partners/Roles	Facilities	Flexible elements	Who benefits	Need more info on...
k-12 Field Trip Destination	GBAPS- brings students Urban Farm programming staff	Bathrooms (accessible from the building's exterior, as well as interior) covered outdoor eating pavilion indoor gathering space (for lunch and presentations) capacity for 150 ppl [inc kitchen] Landing location to receive students	Indoor gathering space Outdoor covered pavilion Bathrooms	k-12 students	What types of curriculum should be offered? Who will program, fund and operate the field trip curriculum?
Education- higher ed & adult enrichment	NWTC - instruction GBAPS (dual-credit) - coordinate credential pathway with NWTC and students UW-Extension	2 flexible classrooms - screens, projectors, pc systems, tables + chairs, phone	Classrooms	adult learners	What types of curriculum should be offered? Who's classroom is it? Who's classroom equipment is it?
Community services (TBD)		secure office setups (3) supply and material storage small meeting/ study rooms (2) office equip (?)	Office spaces Meeting/study rooms	all community members	Who will coordinate providers shared utilization by partners?
Food production and connection	Wello GBAPS UW-EXT NEW Food Forum UW-Extension	Outdoor, in ground (4-5 acres) 2 high tunnels greenhouse- propagation post-harvest handling station Cold storage minimal processing food center Farm stand	Outdoor, in-ground minimal processing food center	beginning growers residents- access to local produced healthy foods food access program participants (individuals and orgs)	Who will program, fund and operate the farming and food components??

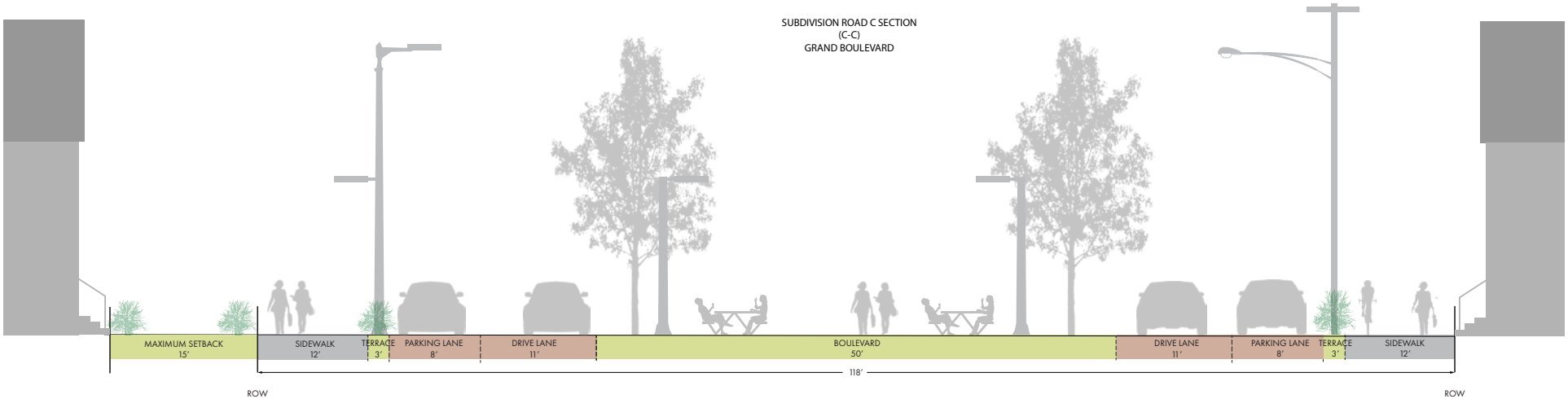
Concept outlined collaboratively developed by NWTC + GBAPS with input from partners, City of Green Bay, NEW Food Forum and Wello
Developer and point of contact: Amanda Chu amanda.chu@nwtc.edu

10. Programmatic Elements - Roads & Trails

Along with an iconic boulevard, multi-modes of transportation need to be well thought out. It's important in the design of the streets that adequate space is provided for vehicles, pedestrians and cyclists. The Grand Boulevard is designed with an internal active pedestrian zone, with divided two-way vehicle lanes, and multi-use sidewalks (pedestrians and bikes) beyond the curb. Sidewalks are wide enough that they can accommodate pedestrians and bicycles side by side safely. A multi-use trail connects within the neighborhood and extends north through the site and joins the multi-use trail leading to the Kroc Center, Lime Kiln Road, Imperial Lane, and VT Pride Park.

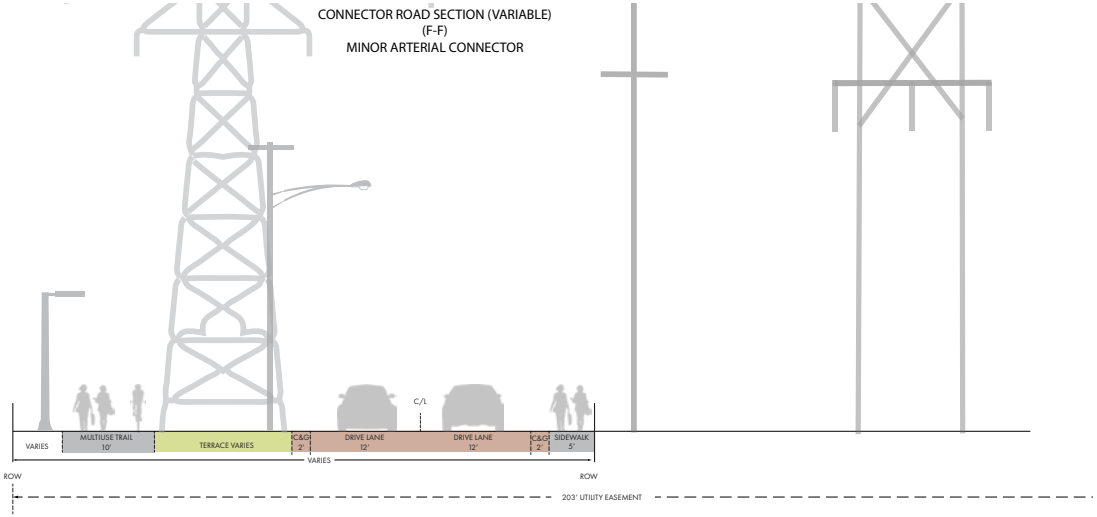
> **"A great street should help make community...Streets are settings for activities that bring people together."**
>
> **- Allan Jacobs**





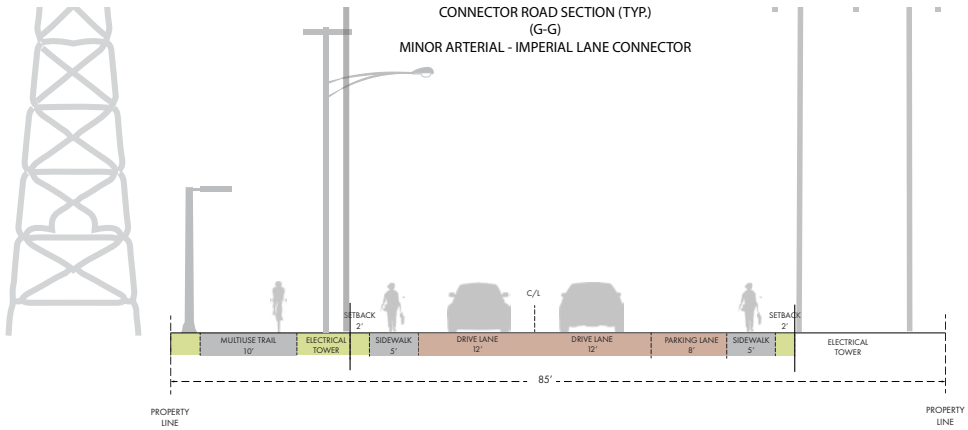
C-C Roadway section C-C illustrates the diverse elements of the Grand Boulevard.

10. Programmatic Elements - Roads & Trails



F-F

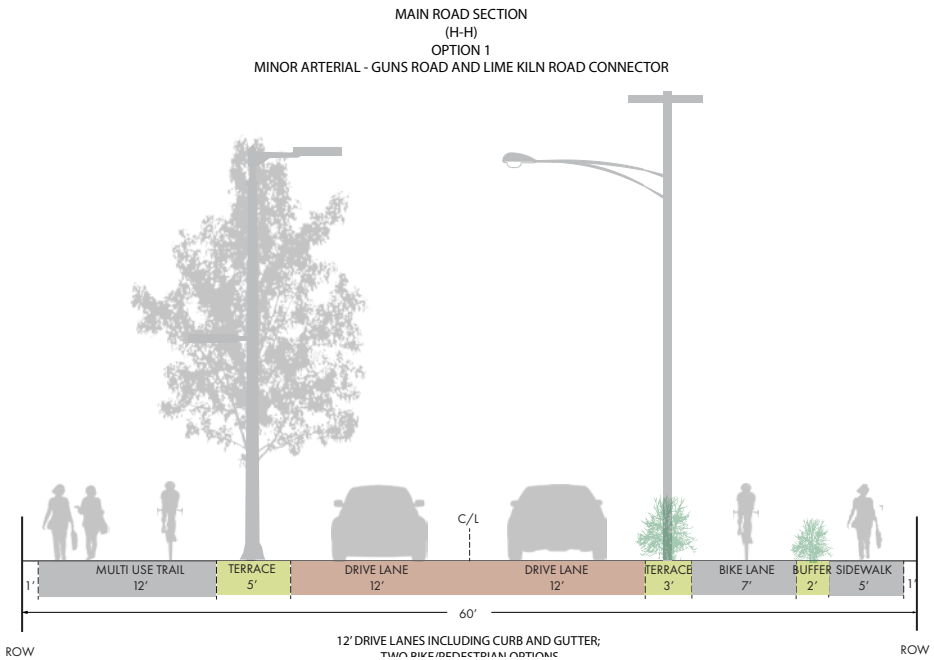
Roadway section F-F illustrates the connecting road from the JBS Redevelopment Site north to Imperial Lane. Multiple power poles and towers are within the area and the road sections reflect the approximate dimensions to successfully navigate through the site.



G-G

Roadway section G-G illustrates the connecting road through the Green Bay Area Public School District and Salvation Army parcels north to Imperial Lane. Multiple power poles and towers are within the area and the road sections reflect the approximate dimensions to successfully navigate through the site.

10. Programmatic Elements - Roads & Trails



H-H Roadway section H-H illustrates the east-west connecting road that connects Guns Road to Lime Kiln Road. The intention is to create a pedestrian and bicycle trail, with separate spaces for each.

11. The Process

The process incorporated stakeholders and viewpoints from around the Green Bay metro area and locally right in the Imperial Pride neighborhood.

From regular staff update meetings, stakeholder meetings, on-site employer visioning sessions, community pop-ups, and a project website for comment—the local community has been encouraged to comment and share what they feel is important for the site. Below is a summary of the project process to date.

DISCOVERY

- March 9 — Stakeholder meeting #1
- March 25 — Community meeting #1
- March 28 & 29 — JBS employee on-site engagement days (multi-lingual survey and pictorial visual preference survey)

PLAN DEVELOPMENT

- April 13 — JBS coordination meeting
- April 13 — Village of Bellevue coordination meeting
- April 18 — Salvation Army/Kroc Center coordination meeting

FEEDBACK & PLAN REVISIONS

- June 16 — Stakeholder meeting #2
- June 23 — JBS employee on-site engagement
- June 24 — Community meeting #2
- June 22 - July 24 — Project website open for comment

FINAL REVIEW

- August — Final concept plan to City

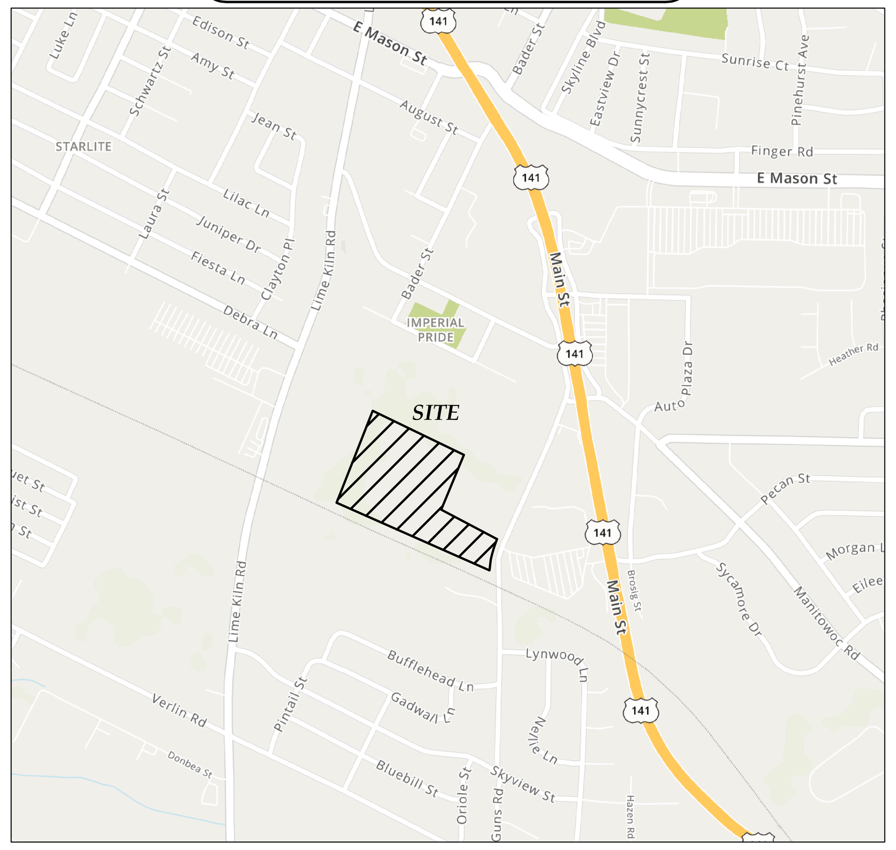
→ Next step, final design & construction

Appendix B

Alta Survey

ALTA/NSPS LAND TITLE SURVEY

VICINITY MAP



RECORD LEGAL DESCRIPTION

PARCEL 1:
LOT 1 OF VOLUME 53 CERTIFIED SURVEY MAPS, PAGE 221, MAP NO. 7758, AS DOCUMENT NO. 2350722, SAID MAP BEING A PART OF THE SOUTH 1/2 OF PRIVATE CLAIM 9, EAST SIDE OF FOX RIVER, AND PART OF LOTS 1 AND 2 OF THE SUBDIVISION OF PRIVATE CLAIMS 10 AND 11, EAST SIDE OF FOX RIVER, IN THE CITY OF GREEN BAY, BROWN COUNTY WISCONSIN.

PARCEL 2:
PART OF THE NORTH 1/2 OF LOT 1, SUBDIVISION OF PRIVATE CLAIMS 10 AND 11, EAST SIDE OF FOX RIVER, IN THE VILLAGE OF BELLEVUE, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF THE FOX RIVER VALLEY RAILROAD AND THE WEST RIGHT OF WAY OF GUNS ROAD; THENCE NORTH 00°38'48" EAST, 105.94 FEET ALONG THE WEST RIGHT OF WAY OF GUNS ROAD; THENCE 49.16 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 588.04 FOOT RADIUS CURVE TO THE RIGHT WHOSE LONG CHORD BEARS NORTH 03°02'29" EAST, 49.14 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF PRIVATE CLAIM 10, EAST SIDE FOX RIVER AND THE POINT OF BEGINNING; THENCE NORTH 63°38'31" WEST, 637.30 FEET ALONG SAID SOUTH LINE; THENCE NORTH 26°00'38" EAST, 312.94 FEET TO THE NORTH LINE OF SAID PRIVATE CLAIM 10; THENCE SOUTH 63°38'22" EAST, 184.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 26°21'38" WEST 180.00 FEET; THENCE SOUTH 63°38'22" EAST, 421.51 FEET TO THE WEST RIGHT OF WAY OF GUNS ROAD; THENCE 137.42 FEET ALONG SAID RIGHT OF WAY BEING THE ARC OF A 588.04 FOOT RADIUS CURVE TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 12°07'52" WEST, 137.11 FEET TO THE POINT OF BEGINNING.

EXCEPTING THOSE PORTIONS CONVEYED TO THE BROWN COUNTY HIGHWAY DEPARTMENT, RECORDED WITH BROWN COUNTY REGISTER OF DEEDS OFFICE, AS DOCUMENT NOS. 2128301, 2128302, 2128303, AND 2202975.

SURVEYOR'S CERTIFICATE

TO: CITY OF GREEN BAY REVELOPMENT AUTHORITY, LIBERTY TITLE AND ABSTRACT, INC., AND STEWART TITLE GUARANTY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11a, 11b, 16, and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 26 AND 29, AND MAY 2 AND 6, 2022.

DATED THIS 21st DAY OF JUNE, 2022.

TROY M. COLLINS
PROFESSIONAL LAND SURVEYOR #2995

WISCONSIN
TROY M. COLLINS
S-2995
GREEN BAY, WI
LAND SURVEYOR

LEGEND

These standard symbols will be found in the drawing.

- SANITARY SEWER LINE
- STORM SEWER LINE
- OVERHEAD UTILITIES LINE
- APPROXIMATE BURIED GAS LINE PER MAPS FROM OTHERS
- BURIED GAS LINE
- APPROXIMATE BURIED WATER LINE PER MAPS FROM OTHERS
- EDGE OF BITUMINOUS
- CONTOUR LINE
- STORM SEWER MANHOLE
- STORM SEWER OUTFALL
- SANITARY SEWER MANHOLE
- WATER SERVICE
- WATER VALVE
- HYDRANT
- POWER POLE
- GUY WIRE
- GAS VALVE
- METAL POST
- SIGN
- TREE
- PINE TREE
- WETLAND AREA
- 1-1/4" O.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- 1" IRON PIPE FOUND
- BROWN COUNTY MONUMENT
- ( ) RECORDED AS

0' 50' 100'
1" = 50'

⚠ UTILITY DISCLAIMER ⚠

The locations of all above ground utilities and appurtenances (i.e. manhole rims, valve box covers, hydrants, transformers, etc.), of which can be visually inspected, are shown hereon based on actual surveyed location. Rim elevations of sanitary sewer and storm sewer manholes, of which can be visually inspected, are shown hereon based on actually surveyed elevation. Depths, sizes, and material types of pipes, which can be visually inspected, entering and exiting sanitary sewer and storm sewer manholes, are shown hereon based on visual inspection, field measurements, and as-built mapping, if available. If depths, sizes, and material types of pipes are shown hereon, based on as-built mapping only, they are noted accordingly, and are considered approximate. Visual inspection means what can be seen from the ground surface. Point of Beginning did not enter into manholes to complete visual inspection underground.

The locations of all underground utilities and appurtenances, unable to visually inspect and/or field measure, shown hereon are only approximate. These utilities and appurtenances will be shown based on plans obtained from utility companies or provided by the Owner/Client, and markings by utility companies and municipalities (Diggers Hotline*) and other appropriate sources (with reference as to the source of information). Additional utility lines not discovered, marked, or shown on as-built plans available to us, during the search of records and the field survey, may exist. Any contractor using the information shown hereon will be forewarned that any excavation upon this site may result in the discovery of additional underground utilities not shown hereon. POB makes no warranty of any kind, express or implied, with respect to the existing underground utilities and appurtenances, of which are unable to visually inspect and/or field measure, whether shown hereon, or not. Prior to construction, it is the contractors responsibility to field verify locations, depths, sizes and types of underground public and private utilities or substructures within all construction limits and shall bring forward, in writing to the Engineer and/or Surveyor of Record, all discrepancies that do not align with the existing conditions as shown hereon provided.
*Diggers Hotline Ticket #20221805127 for public utilities was ordered for this survey.
*A private utility locate was performed on this project by Private Lines Inc. Please contact Private Lines Inc. at 715-445-5383 with any private utility questions.

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SURVEYOR

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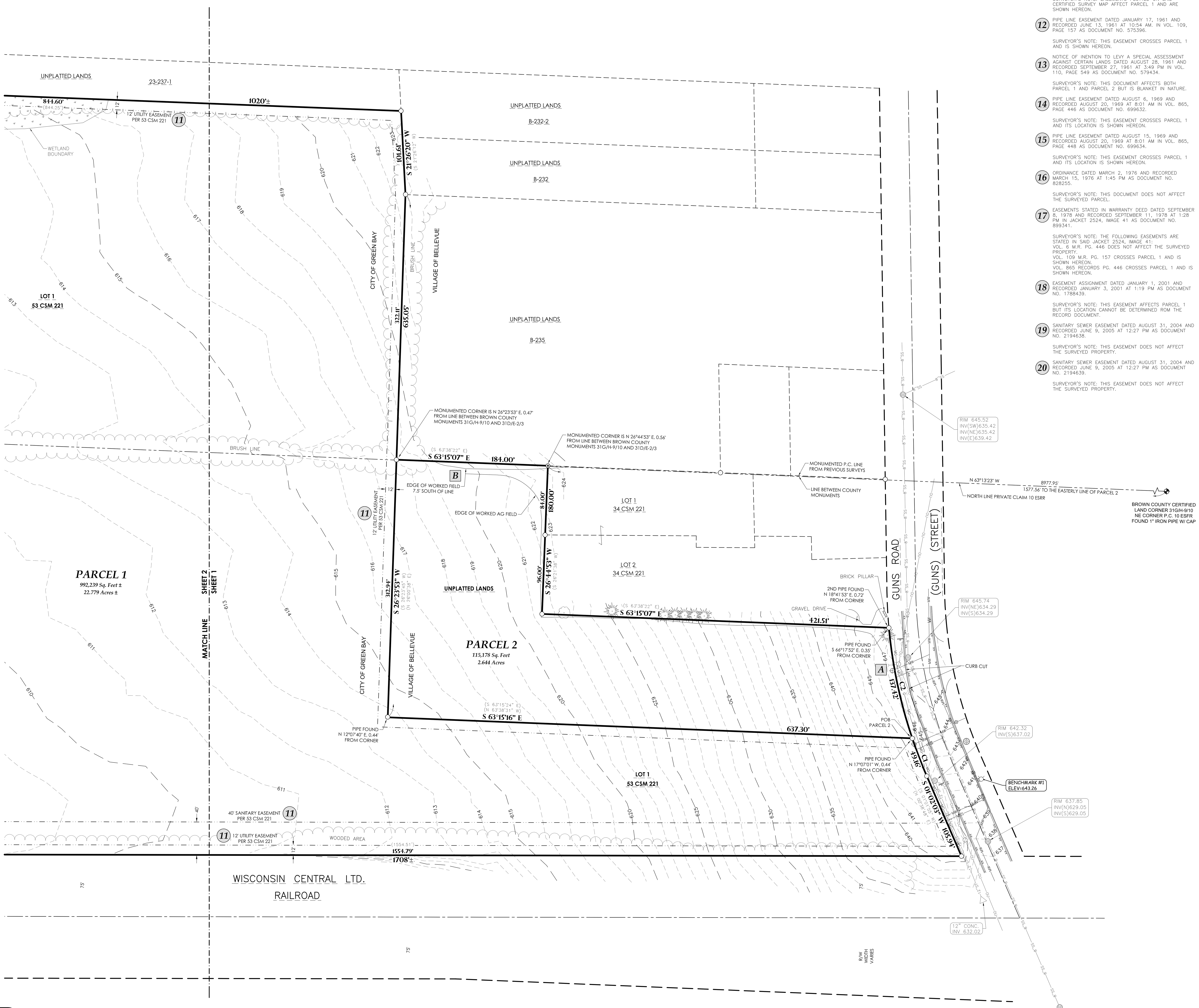
OFFICE (715)344-9999
FAX (715)344-9922
EMAIL troyc@pobinc.com



CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	588.04'	49.16'	49.14'	S 3° 25' 44" W (S 3° 25' 44" W)	4°47'22"
C2	588.04'	137.42'	137.11'	S 12° 31' 07" W (S 12° 07' 52" W)	13°23'24"

UTILITY NOTES

UN1 GUNS STREET WATERMAIN, SANITARY SEWER LATERALS, AND UNDERGROUND GAS SHOWN ON THIS SURVEY ARE BASED ON MAPPING PROVIDED BY THE VILLAGE OF BELLEVUE.

UN2 BEFORE DIGGING IN THIS AREA, CALL DIGGERS HOTLINE AT 1-800-242-8511 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

SCHEDULE B, PART II EXCEPTIONS

FROM TITLE COMMITMENT FILE NO. 61189, EFFECTIVE DATE OF APRIL 6, 2022 AT 12:01 AM, PREPARED BY LIBERTY TITLE AND ABSTRACT, INC. AND LISTS THE FOLLOWING EXCEPTIONS FROM SCHEDULE B, PART II:

11 RESTRICTIVE COVENANTS, NOTES, AND ANY OTHER MATTERS AS CONTAINED ON THE RECORDED CERTIFIED SURVEY MAP RECORDED IN VOL. 53, PAGE 221, MAP NO. 7758 AS DOCUMENT NO. 2350722.

SURVEYOR'S NOTE: EASEMENTS PLOTTED ON SAID CERTIFIED SURVEY MAP AFFECT PARCEL 1 AND ARE SHOWN HEREON.

12 PIPE LINE EASEMENT DATED JANUARY 17, 1961 AND RECORDED JUNE 13, 1961 AT 10:54 AM. IN VOL. 109, PAGE 157 AS DOCUMENT NO. 575396.

SURVEYOR'S NOTE: THIS EASEMENT CROSSES PARCEL 1 AND IS SHOWN HEREON.

13 NOTICE OF INENTION TO LEVY A SPECIAL ASSESSMENT AGAINST CERTAIN LANDS DATED AUGUST 28, 1961 AND RECORDED SEPTEMBER 27, 1961 AT 3:49 PM IN VOL. 110, PAGE 549 AS DOCUMENT NO. 579434.

SURVEYOR'S NOTE: THIS DOCUMENT AFFECTS BOTH PARCEL 1 AND PARCEL 2 BUT IS BLANKET IN NATURE.

14 PIPE LINE EASEMENT DATED AUGUST 6, 1969 AND RECORDED AUGUST 20, 1969 AT 8:01 AM IN VOL. 865, PAGE 446 AS DOCUMENT NO. 699632.

SURVEYOR'S NOTE: THIS EASEMENT CROSSES PARCEL 1 AND ITS LOCATION IS SHOWN HEREON.

15 PIPE LINE EASEMENT DATED AUGUST 15, 1969 AND RECORDED AUGUST 20, 1969 AT 8:01 AM IN VOL. 865, PAGE 448 AS DOCUMENT NO. 699634.

SURVEYOR'S NOTE: THIS EASEMENT CROSSES PARCEL 1 AND ITS LOCATION IS SHOWN HEREON.

16 ORDINANCE DATED MARCH 2, 1976 AND RECORDED MARCH 15, 1976 AT 1:45 PM AS DOCUMENT NO. 828255.

SURVEYOR'S NOTE: THIS DOCUMENT DOES NOT AFFECT THE SURVEYED PARCEL.

17 EASEMENTS STATED IN WARRANTY DEED DATED SEPTEMBER 8, 1978 AND RECORDED SEPTEMBER 11, 1978 AT 1:28 PM IN JACKET 2524, IMAGE 41 AS DOCUMENT NO. 899341.

SURVEYOR'S NOTE: THE FOLLOWING EASEMENTS ARE STATED IN SAID JACKET 2524, IMAGE 41:
VOL. 6 M.R. PG. 446 DOES NOT AFFECT THE SURVEYED PROPERTY.
VOL. 109 M.R. PG. 157 CROSSES PARCEL 1 AND IS SHOWN HEREON.
VOL. 865 RECORDS PG. 446 CROSSES PARCEL 1 AND IS SHOWN HEREON.

18 EASEMENT ASSIGNMENT DATED JANUARY 1, 2001 AND RECORDED JANUARY 3, 2001 AT 1:19 PM AS DOCUMENT NO. 1788439.

SURVEYOR'S NOTE: THIS EASEMENT AFFECTS PARCEL 1 BUT ITS LOCATION CANNOT BE DETERMINED ROM THE RECORD DOCUMENT.

19 SANITARY SEWER EASEMENT DATED AUGUST 31, 2004 AND RECORDED JUNE 9, 2005 AT 12:27 PM AS DOCUMENT NO. 2194638.

SURVEYOR'S NOTE: THIS EASEMENT DOES NOT AFFECT THE SURVEYED PROPERTY.

20 SANITARY SEWER EASEMENT DATED AUGUST 31, 2004 AND RECORDED JUNE 9, 2005 AT 12:27 PM AS DOCUMENT NO. 2194639.

SURVEYOR'S NOTE: THIS EASEMENT DOES NOT AFFECT THE SURVEYED PROPERTY.

REVISIONS	
CHECKED:	TMC
DRAWN:	TMC
DATE	5-13-22
PROJECT NO.	22.752

ALTA/NSPS LAND TITLE SURVEY

CITY OF GREEN BAY
PARCELS 23-243-1 & B-243-4
GUNS STREET
BROWN COUNTY, WISCONSIN

Civil Engineering
Land Surveying
Landscape Arcitecture
1497 6th Street Suite C
Green Bay, WI 54304
715.344.9999 (PH) 715.344.9922 (FX)

Point of Beginning

ALTA/NSPS LAND TITLE SURVEY

POTENTIAL ENCROACHMENTS

A CURB STOP 3.0' WEST OF RIGHT-OF-WAY LINE
GUY WIRE 5.5' WEST OF RIGHT-OF-WAY LINE

B EDGE OF AGRICULTURAL FIELD 7.5' SOUTH OF LINE

CLIENT

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
100 N JEFFERSON
GREEN BAY, WI 54301

OWNER

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
100 N JEFFERSON
GREEN BAY, WI 54301

BENCH MARK

ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

BENCHMARK #1
TAG BOLT ON HYDRANT, EASTERLY SIDE OF GUNS STREET, 180'± NORTH OF RAILROAD TRACKS.
ELEVATION = 643.26

BENCHMARK #2
MAG NAIL SET IN CONCRETE BASE OF TRANSMISSION POLE.
ELEVATION = 612.32

LEGEND

These standard symbols will be found in the drawing.

- SANITARY SEWER LINE
- STORM SEWER LINE
- OVERHEAD UTILITIES LINE
- APPROXIMATE BURIED GAS LINE PER MAPS FROM OTHERS
- BURIED GAS LINE
- APPROXIMATE BURIED WATER LINE PER MAPS FROM OTHERS
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- WATER VALVE
- HYDRANT
- POWER POLE
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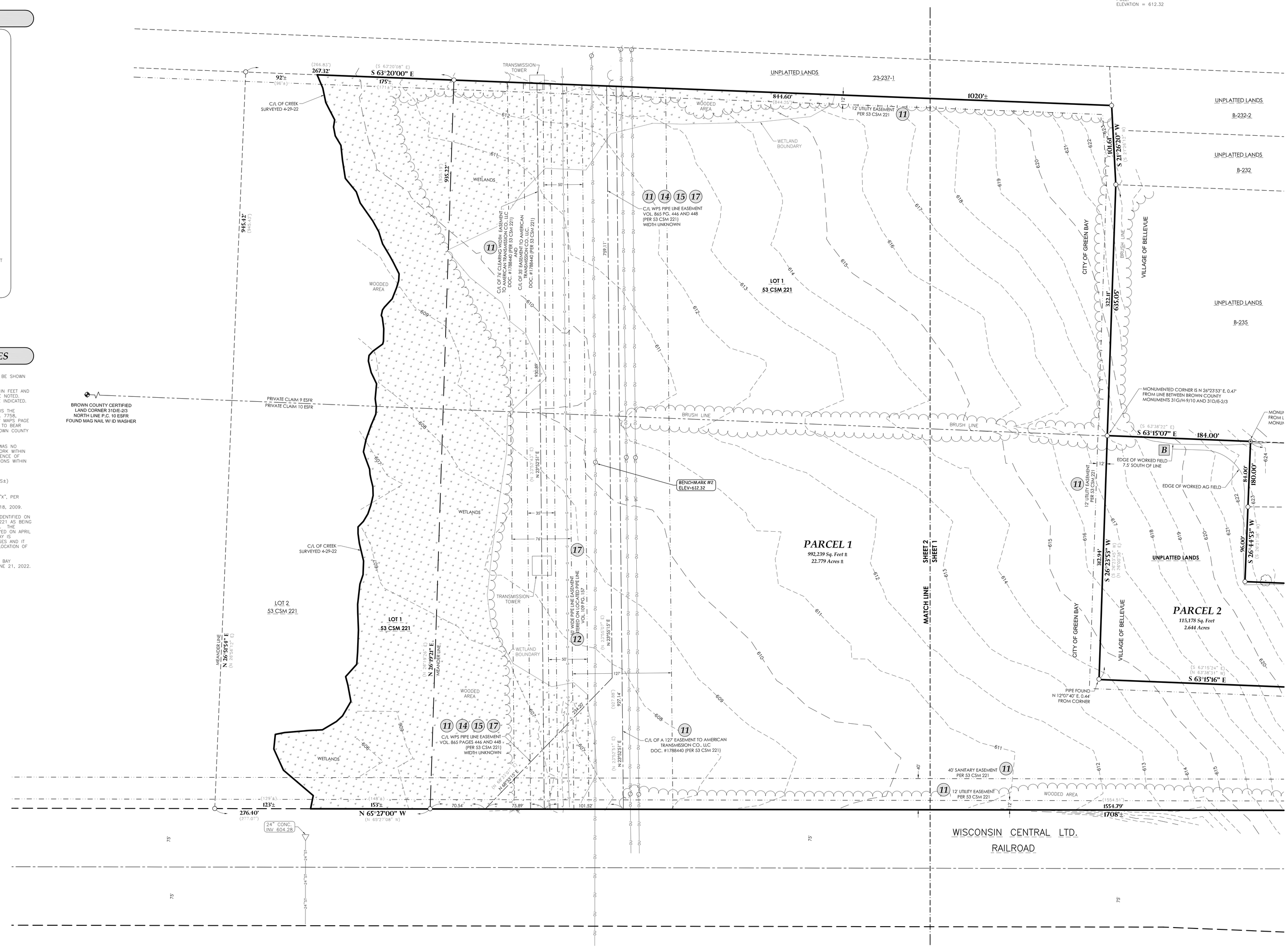
- GAS VALVE
- METAL POST
- SIGN
- TREE
- PINE TREE
- WETLAND AREA
- 1-1/4" O.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- 1" IRON PIPE FOUND
- BROWN COUNTY MONUMENT
- ( ) RECORDED AS

SURVEYOR'S NOTES

1. SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
2. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTHERLY LINE CERTIFIED SURVEY MAP NO. 7758, RECORDED IN VOLUME 53 CERTIFIED SURVEY MAPS PAGE 221 AS DOCUMENT NO. 2350722, ASSUMED TO BEAR N 65°27'00" W AS REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM, NAD83(2011).
4. AT THE TIME OF THE ALTA SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK WITHIN RECENT MONTHS, AND NO OBSERVABLE EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
5. AREA OF SUBJECT PROPERTY:
   PARCEL 1: 992,239 SQ. FT.± (22.779 ACRES±)
   PARCEL 2: 115,178 SQ. FT. (2.644 ACRES)
6. PROPERTY IS IN FLOOD ZONE DESIGNATION "X", PER FEMA FLOOD INSURANCE RATE MAP NUMBER 55009C0276F, EFFECTIVE DATE OF AUGUST 18, 2009.
7. THE WESTERN BOUNDARY OF PARCEL 1 IS IDENTIFIED ON VOLUME 53 CERTIFIED SURVEY MAPS PAGE 221 AS BEING THE CENTERLINE OF A NAVIGABLE WATERWAY. THE CENTERLINE OF SAID WATERWAY WAS SURVEYED ON APRIL 29, 2022. THE LOCATION OF SAID WATERWAY IS SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND IT MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LIMITS OF TITLE.
8. WETLAND DELINEATION REPORT PROVIDED BY BAY ENVIROMENTAL STRATEGIES, INC., DATED JUNE 21, 2022.



⚠ UTILITY DISCLAIMER ⚠

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The locations of all underground utilities and appurtenances, unable to visually inspect and/or field measure, shown hereon are only approximate. These utilities and appurtenances will be shown based on plans obtained from utility companies or provided by the Owner/Client, and markings by utility companies and municipalities ("Diggers Hotline") and other appropriate sources (with reference as to the source of information). Additional utility lines not discovered, marked, or shown on as-built plans available to us, during the search of records and the field survey, may exist. Any contractor using the information shown hereon will be forewarned that any excavation upon this site may result in the discovery of additional underground utilities not shown hereon. POB makes no warranty of any kind, express or implied, with respect to the existing underground utilities and appurtenances, of which are unable to visually inspect and/or field measure, shown hereon. Therefore, prior to any excavation, it is the contractors responsibility to field verify locations, depths, sizes and types of underground public and private utilities or substructures within all construction limits and shall bring forward, in writing to the Engineer and/or Surveyor of Record, all discrepancies that do not align with the existing conditions as shown hereon provided. "Diggers Hotline Ticket #20221805127 for public utilities was ordered for this survey. "A private utility locate was performed on this project by Private Lines Inc. Please contact Private Lines Inc. at 715-445-5383 with any private utility questions.

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REVISIONS	
CHECKED:	TMC
DRAWN:	TMC
DATE	5-13-22
PROJECT NO.	22.752

ALTA/NSPS LAND TITLE SURVEY

CITY OF GREEN BAY
PARCELS 23-243-1 & B-243-4
GUNS STREET
BROWN COUNTY, WISCONSIN

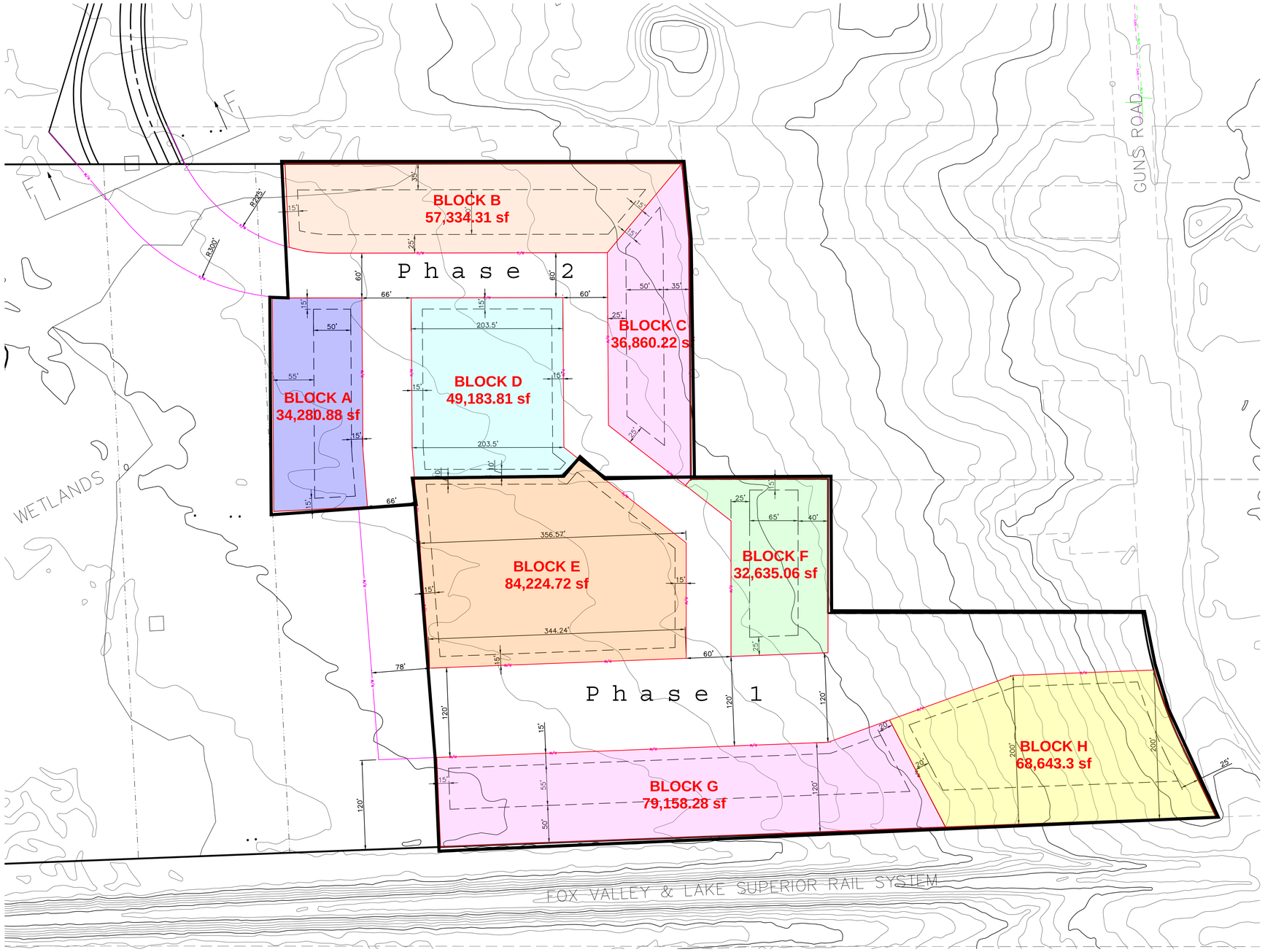
Civil Engineering
Land Surveying
Landscape Architecture
1497 6th Street, Suite C
Green Bay, WI 54304
715.344.9999 [PH] 715.344.9922 [FX]

Point of Beginning

SHEET 2 OF 2

Appendix C

Conceptual Site Plan Housing Block



NOTICE:
In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work.

DISCLAIMER:
The underground utilities shown have been located from field survey information and existing drawings. GRAEF makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. GRAEF further does not warrant that the underground utilities shown are in the exact location indicated. GRAEF has not physically located the underground utilities.

C:\Users\2035\DC\ACCDocs\GRAEF\2022-0399.00 - JBS PH2\Project Files\Design\Civil\Misc\MAW_Site Baseplan
9/29/2023 10:04 AM

GRAEF
1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5947
920 / 592 9440

CONSULTANTS:

PROJECT TITLE:
JBS SITE REDEVELOPMENT
HOUSING PLAN EXHIBIT

ISSUE:

NO.	DATE	REVISIONS	BY
1	9/29/23	RELEASED FOR REVIEW	MW

NOT FOR CONSTRUCTION

PROJECT INFORMATION:

PROJECT NUMBER:	2022-0399
DATE:	09/29/2023
DRAWN BY:	MW
CHECKED BY:	RLH
APPROVED BY:	KS
SCALE:	AS NOTED

SHEET TITLE:
CONCEPTUAL SITE PLAN HOUSING BLOCK EXHIBIT

SHEET NUMBER:

EXH. A

JBS Redevelopment Site: Housing Development RFP

FACTOR	MAXIMUM POINTS	Gorman & Company	Habitat For Humanity	Movin' Out	Northernstar Companies	Revel49
ALIGNMENT WITH STRATEGY	20					
makes the City safer	5					
makes the City more productive	5					
makes the City more accessible	5					
makes the City more innovative	5					
DESIGN AND USE	30					
overall form and character(Alignment with JBS Concept Plan)	5					
density and intensity of structure	5					
mix of use types	5					
quality of use types	5					
integration of mixed-income residential	5					
integration of public art	5					
INVESTMENT	30					
scope of work	5					
estimated property value at completion	5					
estimated hard construction costs	5					
total cash offer for all parcels	5					
amount of requested public funding	5					
proposed sources of financing	5					
CAPACITY AND EXPERIENCE	20					
project team qualifications	5					
proposed time to complete	5					
proposed time to attain occupancy	5					
demonstrated success on similar projects	5					
TOTAL POSSIBLE POINTS	100	0	0	0	0	0

Green Bay Work Force

Development Proposal

March 29, 2024

200 North Main Street, Oregon, WI 53575

Principal Contact: Ted Matkom

Mobile: 414-617-9997

TMatkom@GormanUSA.com

GORMAN & COMPANY
Integrity. Innovation. Community.

P: (608) 835-3900
F: (608) 835-3922
info@GormanUSA.com
www.GormanUSA.com
200 N Main Street
Oregon, WI 53575

March 22, 2024

William Peters
Community & Economic Development Department
City of Green Bay
100 N Jefferson St, Room 608, Green Bay, WI 54301

Re: City of Green Bay Request for Proposals – JBS Redevelopment Site

Dear Mr. Peters,

Enclosed please find the response to the request for proposal issued by the City of Green Bay titled "JBS Redevelopment Site". Please note we formatted our response to conform to the structure set forth in the RFP document and the attachments in addition to those responses are as follows:

- Proposed site plan for the development area
- Elevations, floor plans, and material specifications for the townhomes and 3-story walkup buildings
  Please Note: We would create a mutually agreeable single-family home design if we are chosen as developer
- Proposed financial proforma for the development
- Gorman's development experience

Gorman & Company is very excited for this opportunity presented by the City of Green Bay. Our firm has enjoyed working within the Green Bay community recently, and we have confidence in our ability to be successful in this market. We would be honored to partner with the City of Green Bay to develop this unique development that creates workforce housing for the "missing middle". This RFP is a proactive and unique way for the City of Green Bay community to address the needs of its "missing middle" residents. We look forward to answering any additional questions you have after your review of the materials enclosed.

Sincerely,

Edward Matkom
Wisconsin Market President
Gorman & Company
414-617-9997

Phasing plan, site plan from Daniel, elevations

1. Alignment with Strategy - RESPONSES

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

1. Safe

1.1. Remove underutilized properties with high complaint and/or police call volumes

This development will improve an underutilized parcel in close proximity to major Green Bay employers. The residents in this development will utilize the surrounding public amenities including parks, the public school system, and will patronize area retail businesses.

1.2. Remediate environmental contamination and/or enhance the physical (soil, water, air) landscape

The proposed site plan for this development provides a unique blend of efficient housing design along with sustainable features such as green space for recreation and natural stormwater retention areas.

1.3. Strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure

This development will utilize and branch off of the existing infrastructure that is currently in place surrounding these parcels. This infrastructure will include public roads, water, sewer, and electric systems.

1.4. Eliminate and/or reduce transportation hazard

The site plan proposed for this development will encourage pedestrian activity of its residents and interaction with other residents and the location of this development will aid in residents being able to walk or bike to the surrounding businesses where they work. This will shorten commute times which will reduce traffic congestion, emissions, and costs to residents for commuting to work. This site is also in close proximity to a Green Bay Metro bus route.

1.5. Rehabilitate and/or build new structures with high-performance designs, systems, and finishes

The proposed site plan identifies the types of buildings proposed for the development. In essence, the 36-unit and 24-unit buildings will be 3-story walk-ups, and there will also be townhomes and single-family homes. All of these structures will be made with quality building materials and all units will include Energy Star appliances. Although we do have a design for these buildings which we have developed over the past several years, we will work with staff and any other stakeholders in the neighborhood to finalize the ultimate design of these structures. Gorman & Company also plans to incorporate a solar system on each three-story multifamily building that will reduce energy costs to make this housing more affordable to its residents.

1.6. Create a significantly higher per acre property value than adjacent properties and the City average

Based on information within the RFP, it appears the current assessed value of the entire subject property is approximately $95,000. The total development costs for this proposed site plan are estimated by our team to be $35,479,311. The tax increment may be different than the total development costs in the event the parties agree on limiting certain residents to certain incomes. Currently, our financial model assumes all of the units and single-family homes will not be income-restricted and available to all residents. In the event the parties agree to restrict some of the available units to incomes that would be 80% CMI or lower, the tax increment may be less than the total development costs.

1.7. Generate property taxes greater than the cost of providing infrastructure and services

In our financial model, the projected annual taxes after stabilization generated from this development are $582,000 and increase from that point in subsequent years. The value that will be assessed to this development in order to create our proposed taxes to be paid will far exceed the value of any infrastructure costs.

1.8. Generate job opportunities for smart and skilled individuals

Gorman & Company will act as architect and general contractor to build the residential units in this proposed site plan. Gorman & Company prides itself on incorporating workforce initiatives for area individuals to gain experience in the skilled trades necessary to construct these multi-family and single-family homes. We have incorporated this type of workforce initiative on all of our WHEDA projects so that individuals can be exposed to and experience careers in the skilled trades. In addition, this development will be key for area employers to retain quality employees who view quality housing in close proximity to their jobs as a key amenity.

2. Accessible

2.1. Rehabilitate and/or build new structures for individuals of all ages and abilities

The unit mix proposed in this development would be open to all ages and target diverse abilities. In addition, the proposed green space and park area will be mutually designed by the community, staff, and Gorman & Company to create a public amenity that can be used by all. This entire site plan will comply with all applicable codes and regulations (including but not limited to the Americans with Disabilities Act). In addition, our first- floor units could incorporate a universal design feature that would be more amenable to individuals with disabilities or mobility issues.

2.2. Are located in places easy to reach on foot, bicycle, or transit

A primary goal of this development is to provide its residents with the ability to walk, bike, or take the bus to work. This opportunity has been shown to substantially increase the quality of life for working residents and their families. In addition, the proximity of this location to area employers will reduce car trips which will substantially reduce emissions and reduce the cost to commute to work for residents.

2.3. Strengthen and/or expand non-motorized transportation networks

A primary goal of this development is to provide its residents with the ability to walk, bike, or take the bus to work. This opportunity has been shown to substantially increase the quality of life for working residents and their families. In addition, the proximity of this location to area employers will reduce car trips which will substantially reduce emissions and reduce the cost to commute to work for residents.

2.4. Generate job opportunities for individuals of all ages, abilities, and incomes

For this response, I would reiterate what we said about our workforce initiative goals set forth in Section 1.8 above. In addition, the location of this development will increase job opportunities for all in that it will allow individuals who do not have a vehicle to transport them to work to walk or bus to work in any of the four seasons because of this site's proximity to available jobs. This will broaden the pool of employees that the employers can choose from and provide a more reliable workforce during challenging weather events.

3. Innovative

3.1. Expand our range of (residential, commercial, and industrial) real estate products

The unique part of this proposed development is that the high-quality units that are being proposed are "affordable by design". In other words, without sacrificing quality, these units have been designed to be cost-effective in today's inflationary construction environment. This affordable design will reduce construction and operation costs so that the rents for these

apartment homes can be affordable to the incomes associated with the jobs that are in close proximity. This "affordable by design" product has been worked on by our fully integrated design, construction, and property management teams to provide quality housing in an affordable manner. Key components of our "affordable by design" three-level walk-up buildings are no elevators, reduced interior common areas (i.e. long corridors), and surface parking. We do not sacrifice the quality of building materials or interior finishes. A great example of this affordable by design product is our newest development which we have recently completed, Jenny Wren Place. We have a video included within this response for you to view. Jenny Wren Place Grand Opening

3.2. Designed and built with options for conversion to alternative uses in the future

There are 3 distinct housing product types that are associated with our proposed site plan: (i) 3-story walkups; (ii) 3-bedroom townhomes, and (iii) single-family homes. The single-family homes are conducive to either rental or homeownership. We are proposing all single-family homes be sold for homeownership. The 3-story walkup product and townhomes are designed as multifamily and not designed for homeownership.

3.3. Create and/or enhance unique public spaces, amenities, and art

Although not specifically identified, Gorman & Company will commit to the public art requirement and design the public spaces consistent with the desires of the community, the City of Green Bay staff, and our team.

3.4. Support disruptive startups and high-growth, second-stage companies

Gorman & Company will act as the general contractor for this development. Our model is not to self-perform any trade, but to manage all subcontractors that perform on the site. Our standard method of operation will be to incorporate "SBE", MBE", and "WBE" entities and to mentor, foster, and support these types of entities in the local construction industry by giving these types of entities opportunities to be involved in this development as a contractor.

2. Design and Use

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

The enclosed site plan and elevation drawings are attached for your review. Gorman & Company has slightly tweaked the site plan proposed in the RFP so as to be more efficient and cost-effective relating to the infrastructure of roads and parking areas. Gorman & Company believes the proposed site plan will reduce site plan costs associated with producing these residential homes. Please note we have incorporated the following into the site plan:

i) A designated area for green space that can be used as a park and stormwater retention area that is flexible and subject to a mutually agreeable design

ii) Surface parking areas that are adjacent to the 3-story walkup buildings as an element of affordability

iii) A designated portion of the site being single-family homes.

iv) The townhomes have surface parking directly adjacent to the unit for exclusive resident use. We have not anticipated enclosed garages in this site plan to maintain affordability. However, this could be discussed as a possibility.

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

The target market for occupancy within this development is the "missing middle", which would constitute incomes ranging from 80% ($53,500 for a single-person household and $76,400 for a four-person household) to 120% of County Median Income ($80,280 for a single person household and $114,600 for a four-person household). The "missing middle" is designated as that income range (80% to 120% CM) that is not aided by the Low Income Housing Tax Credit program and thus burdened with the high rents offered today without the income sufficient to pay for those high rents. The goal of our development plan is to create workforce housing that is market rate and flexible to the incomes associated with the businesses located in close proximity to the site. Our proposed products will reduce costs (and thus rent) through the affordable nature of the design, without sacrificing quality. We would be open to the discussion of restricting a portion of these units for incomes lower than 80% CMI, if desired. These incomes within this 80% to 120% CMI range are indicative of the types of incomes that are realized by employees of businesses in close proximity to this site. For the 3-story walkups and the townhomes, the rents we have assumed in our financial proforma are the area "market rate rents". These rents fall within this 80% to 120% CMI range as determined by HUD. For the single-family homes, we would target a price that is inclusive of all developer costs of construction, design, and selling costs, but with a goal that these costs would not exceed $300,000 per home. In other words, Gorman & Company will pass on actual costs, but will not realize an "upcharge" above and beyond these costs to sell these homes to potential residents to maintain single-family home affordability. Please note that the proposed site plan and the design of the proposed residential buildings can substantially conform to the design criteria set forth in the table below.

Design and Materials in the JBS Redevelopment	
Architectural Character	Distinct architectural character that is cohesive throughout both phases of the development. The buildings are designed to be street-oriented, with dynamic ground floors and feature entrances, storefronts for commercial buildings, and other public- facing areas that are easily accessible from sidewalks. The pedestrian-friendly layout should encourage street life and facilitate interaction between pedestrians and building residents.
Articulation	Emphasis on building corners at intersections. Multi-family buildings greater than thirty (30) feet wide shall be divided into smaller increments through variations in materials or through architectural elements. The first story of multi-family buildings must be distinct from upper stories, through change in building materials or textures or through awnings, arcades, etc.
Vehicular Access and Parking	Surface parking lots associated with commercial or multiple-family uses shall not be located between a building's front façade and the public right-of-way except for accessways. Parking in the rear yard, underground, or within parking structure(s) is highly desirable. Townhomes shall not have front-loaded attached garages. Front-loaded attached garages on single and two-family houses must be set back at least ten (10) feet from the structure's front façade. The project must provide sufficient parking to comply with the relevant requirements of Article XVIII of Chapter 44 in the Green Bay Municipal Code.

Building Materials	Buildings should be constructed with high quality, durable materials. Sustainable/environmentally friendly materials are encouraged where possible.
Fenestration	Building fronts should consist of a minimum percentage of windows and doors to promote a visual connection to the street. Mirrored, smoked, or heavily tinted glass is discouraged. Street-facing facades should have no less than 20% fenestration with buildings and doors.
Modulation	Modulation rhythm may be achieved through setbacks, façade widths, heights, colors, materials, and architectural features. Building facades should not be blank, with variation in treatments.
Height	Multi-family and mixed-use: between three (3) and four (4) stories. Single-family, two-family, and townhomes: between two (2) and three (3) stories. Upper/lower two-family housing is encouraged over side-by-side duplexes.

***Commercial Use*. The City is open to proposals which incorporate neighborhood commercial uses where appropriate, for example, incorporating a childcare facility on the first floor of a multi-family development. Standalone commercial uses are not permitted.**

We are not proposing any commercial uses only residential.

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

We will comply with this public art commitment.

3. Mixed Income Housing/Investment:

***Mixed-Income Housing*. As stated above in the Project Goals, the City's intention is to develop housing with a range of affordability. According to the most recent census data 46% of the neighborhood (census tract 16, Block Group 4) earn less than $50,000 and over 20% of the neighborhood earn less than $25,000 annually. In an effort to diversify the housing options in this neighborhood, the City would like to see no less than 10% and no greater than 30% of the total units created on this site be available to households earning less than 80% AMI.**

Provide an analysis of expected increase in tax base generated by this project. Discuss project costs. The value of the property is estimated to be $96,400. Proposals should identify planned sources of financing for the project. Attach proof of funding sources, i.e., loan approvals, financial statements, letters of credit, etc.

The site is not competitive for receiving a Low Income Housing Tax Credit award pursuant to the most recent Qualified Allocation Plan issued by WHEDA. Based on the location of the site, the most it would score is 208 points. The project awarded with the least amount of points in the 2023 General set aside was 215 points. Therefore, we are electing to propose a plan that does not utilize Low Income Housing Tax Credits as a source of financing.

In this response, we have combined the discussions related to "Mixed-income Housing" and "Investment" as those sections are labeled in the RFP. Based on the data provided in the RFP related to incomes in the neighborhood, it seems that the neighborhood has many residents with incomes that are less than $50,000. This would represent incomes that are 60% CMI and less. However, our survey of the wages paid by area employers suggest that many jobs in the area are paying more than this and would fall into the 80% to 120% CMI range for Brown County. As a result, we have created a financial proforma (enclosed for your review) that represents rents that are affordable for incomes that are 80% CMI. In other words, while we are proposing all "market rate" units, all rents are set below the maximum 80% rents set by HUD in 2023 for Brown County. In the event the City would like to see a rent restriction that targets lower incomes, we are open to discussing this concept. Currently based on the rents we have set as described above, our sources for this proposed development, which creates 164 apartment homes and 20 single-family homes are as follows:

First Mortgage WHEDA	$19,169,537
Infrastructure Grant from City	$1,500,000
TIF	$8,000,000
Equity	$6,809,773
Total	**$35,479,311**

The tax base supports the TIF request because the annual taxes starting year one of stabilization are $582,000. We are proposing that the TIF annual rebate as a "pay-as-you-go TIF" will be $523,000 annually for 27 years. Although the initial year of this rebate will represent 90% of the TIF increment, this percentage of the TIF increment will decrease every year as the taxes go up but the amount of the rebate stays the same over the entire 27-year period. The way we have structured these sources was necessary to get the investor a return consistent with today's market which is 8% cash on cash and 16-17% Internal Rate of Return.

4. Capacity and Experience:

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

RDA Selection: April 2024
Finalize Development Agreement: June 2024
Due Diligence, Infrastructure Engineering Design, Architectural Building Design, Construction Cost Analysis, and Requisite City Approvals for Zoning and Creation of TIF : July – December 2024
Bid and Secure Contractors - January 2024 – March 2025
Closing and Commencement of Construction – April 2025

Below is our phasing plan post-closing:

Construction Start – April 2025
Phase I – Construction of Infrastructure – Construction of Roads, Park, Installation of Utilities and Stormwater System March 2025- December 2025
Phase II – Construction of Multifamily Apartments April 2025 – April 2027
Phase III – Construction of Single-Family Homes April 2026 – April 2027
Construction Completion - April 2027

We will lease up as completed and CO's are issued.

Gorman's staff is ready willing and able to commit full attention to this project immediately.

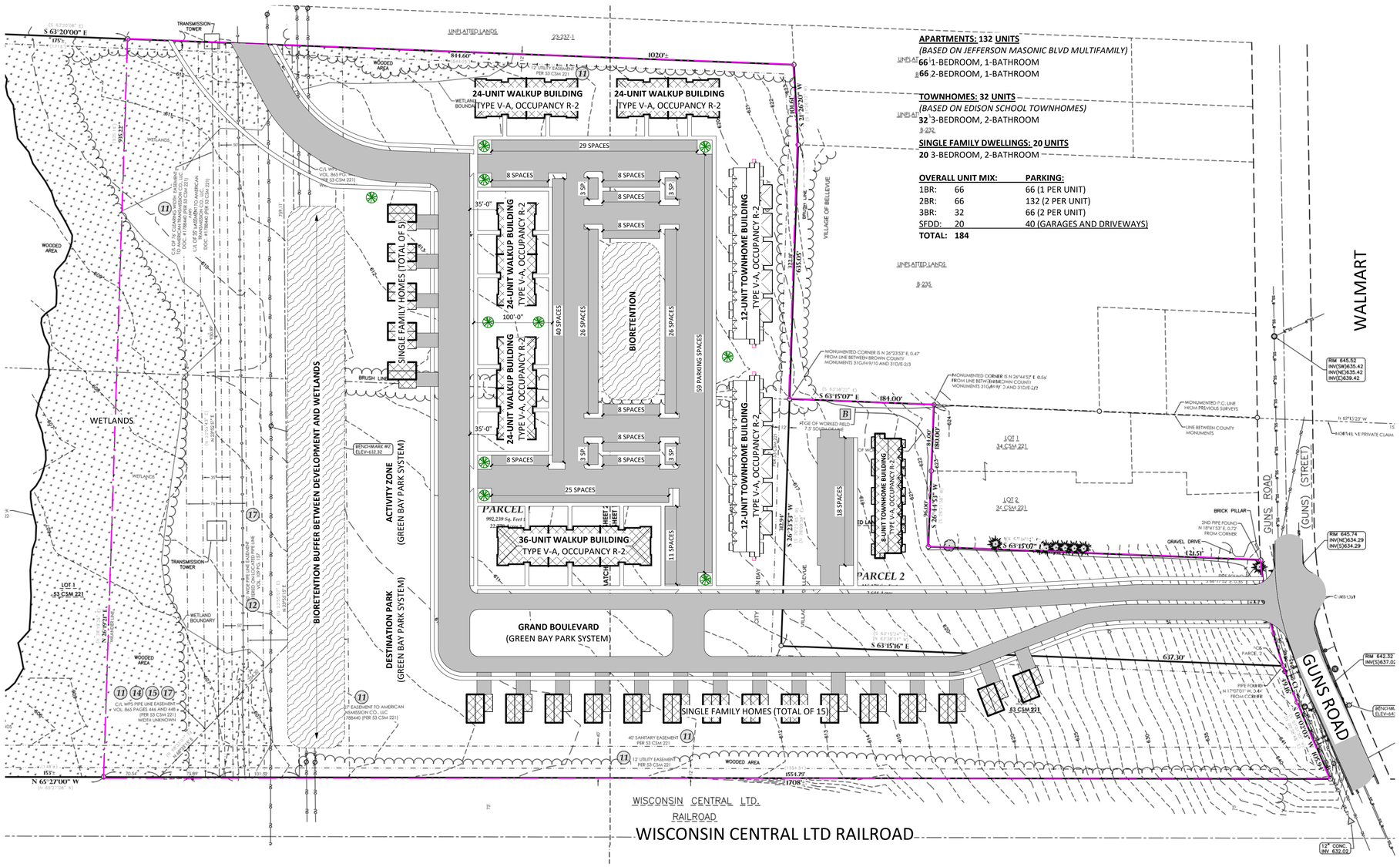
Explain the Developer's qualifications and related experience in development. Provide résumés of project team members, any examples of previous projects that may relate to this type of development, and a list of contractors/subcontractors to be used for this project.

Please See the attached Development Experience

GORMAN ARCHITECTURAL, LLC

CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575

NOT FOR CONSTRUCTION



APARTMENTS: 132 UNITS
(BASED ON JEFFERSON MASONIC BLVD MULTIFAMILY)
66 1-BEDROOM, 1-BATHROOM
66 2-BEDROOM, 1-BATHROOM

TOWNHOMES: 32 UNITS
(BASED ON EDISON SCHOOL TOWNHOMES)
32 3-BEDROOM, 2-BATHROOM

SINGLE FAMILY DWELLINGS: 20 UNITS
20 3-BEDROOM, 2-BATHROOM

OVERALL UNIT MIX:		PARKING:
1BR:	66	66 (1 PER UNIT)
2BR:	66	132 (2 PER UNIT)
3BR:	32	66 (2 PER UNIT)
SFDD:	20	40 (GARAGES AND DRIVEWAYS)
TOTAL:	**184**	

1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 60'-0"

GRAPHIC SCALE 1" = 60'-0"
0 60 120 180 240

JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Issue Dates:

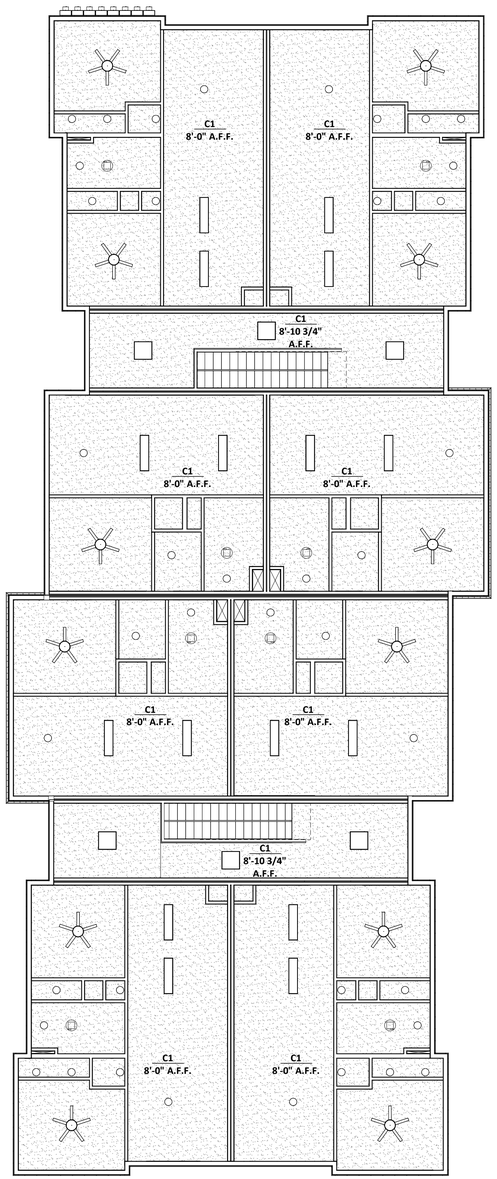
DATE	DESCRIPTION
Date 1	Revision 1

Project No.	Project Number
Plot Date:	3/8/2024 9:13:14 AM
Drawn by:	DMK
Checked by:	
Approved by:	

RFP RESPONSE

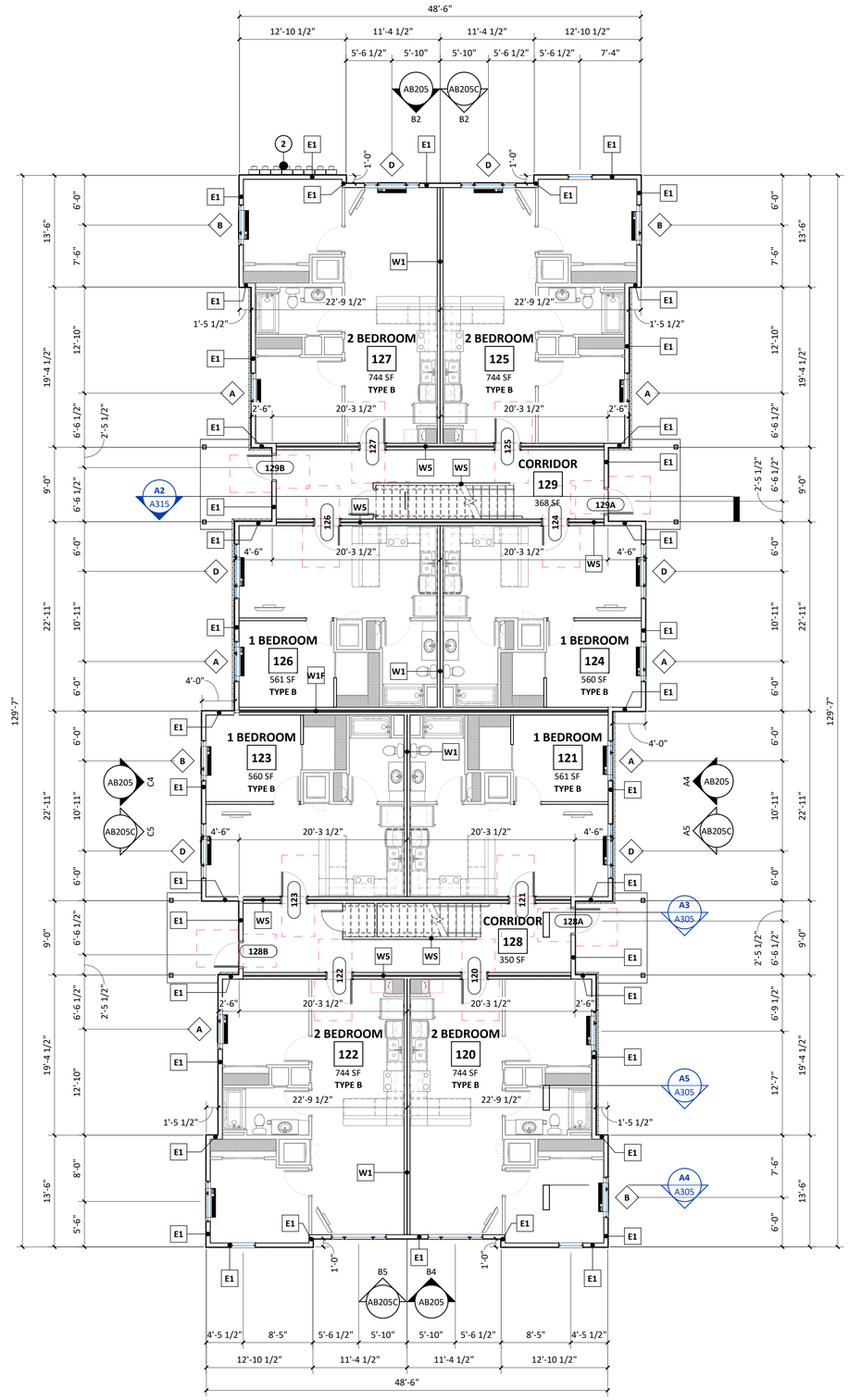
Sheet Title
OVERALL ARCHITECTURAL SITE PLAN

Sheet No.
AS101



A5 1st FLOOR RCP - BUILDING B

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



A3 1st FLOOR PLAN - BUILDING B OVERALL PLAN

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

REFLECTED CEILING PLAN NOTES

1. FIXTURES AND DEVICES SHOWN ARE REPRESENTATIONAL. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
2. MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTOR(S) SHALL VERIFY DEVICES, DEVICE LOCATIONS, AND ASSOCIATED CONDITIONS IN THE FIELD. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
3.

OVERALL PLAN KEYNOTES

MARK	DESCRIPTION
2	ELECTRICAL METERS, REFER TO ELECTRICAL

OVERALL PLAN NOTES

1. DIMENSIONAL WOOD FRAMING - ALL EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACE OF STUD TO EXTERIOR FACE OF STUD.
2. DIMENSIONAL WOOD FRAMING - OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS - VERIFY RO'S PRIOR TO FRAMING.
3. DIMENSIONAL WOOD FRAMING - FLOORS HEIGHTS ARE DIMENSIONED TO ROUGH FLOOR ELEVATION (TOP OF FLOOR SHEATHING).
4. DIMENSIONAL WOOD FRAMING DEMISING (PARTY) WALLS ON THIS PLAN ARE DIMENSIONED TO CENTERLINE OF WALL U.N.O.
5. SEE STRUCTURAL SHEETS FOR DIMENSIONS OF FOUNDATION WALLS & PRECAST PLANK.
6. SEE STRUCTURAL SHEETS FOR STRUCTURAL ELEMENTS & ADDITIONAL INFORMATION.
7. SEE ENLARGED SCALE PLANS FOR 1/4" SCALE PLANS FOR UNITS & COMMON AREAS.
8. DOOR LOCATIONS ARE DOOR WIDTH PLUS 8 INCHES (4 INCHES EACH SIDE) TO ACCOUNT FOR TRIM U.N.O.

GORMAN ARCHITECTURAL, LLC
CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575

NOT FOR CONSTRUCTION

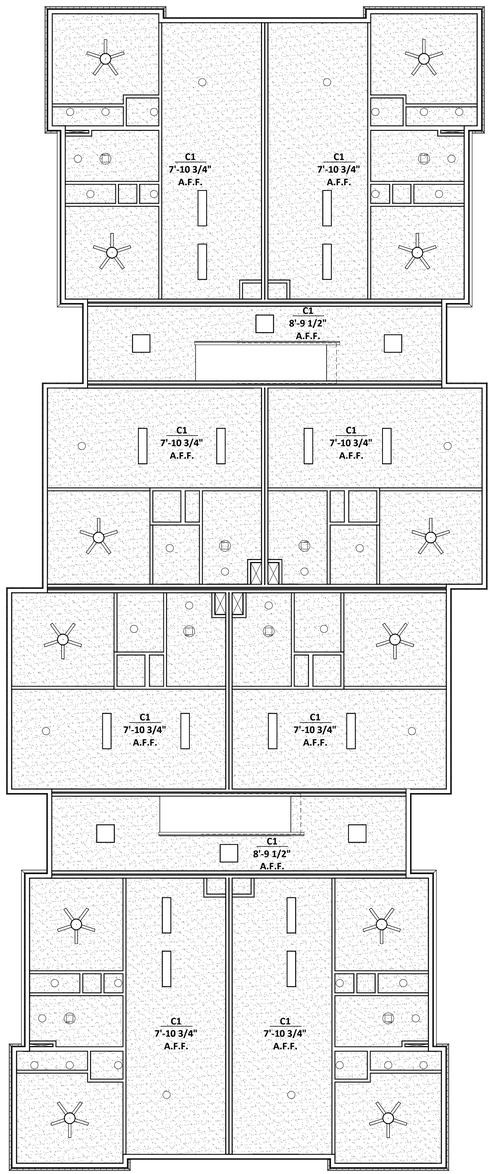
JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Project No.	2000-0139
Plot Date:	7/27/2023 10:50:22 AM
Drawn by:	MRM
Checked by:	
Approved by:	

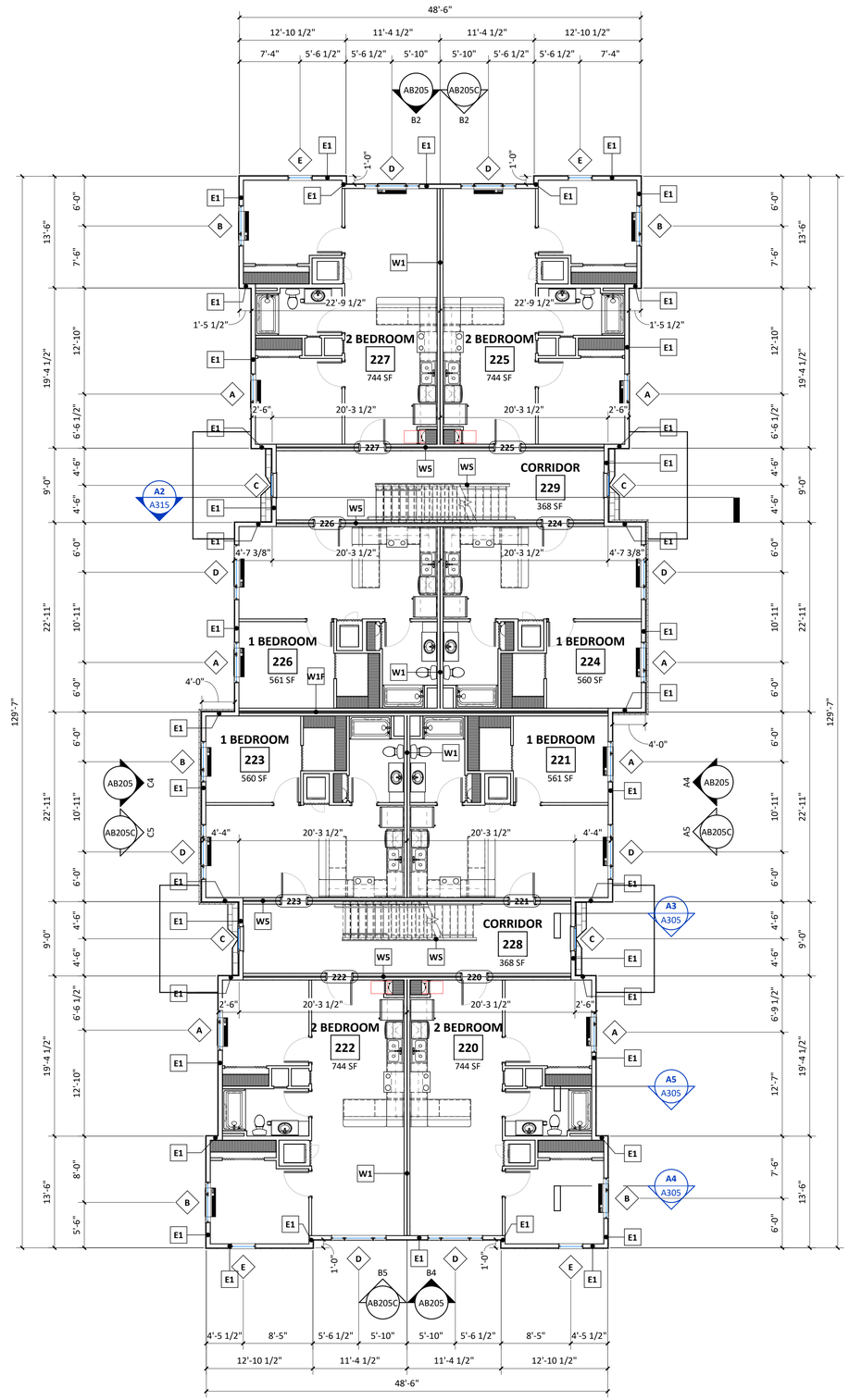
Sheet Title
1ST/GROUND FLOOR OVERALL PLAN & RCP - BUILDING B

Sheet No.
AB111



A5 2ND FLOOR RCP - BUILDING B

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



A3 2ND FLOOR OVERALL PLAN - BUILDING B

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

REFLECTED CEILING PLAN NOTES

1. FIXTURES AND DEVICES SHOWN ARE REPRESENTATIONAL. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
2. MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTOR(S) SHALL VERIFY DEVICES, DEVICE LOCATIONS, AND ASSOCIATED CONDITIONS IN THE FIELD. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
3.

OVERALL PLAN KEYNOTES

MARK	DESCRIPTION
2	ELECTRICAL METERS, REFER TO ELECTRICAL

OVERALL PLAN NOTES

1. DIMENSIONAL WOOD FRAMING - ALL EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACE OF STUD TO EXTERIOR FACE OF STUD.
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6. SEE STRUCTURAL SHEETS FOR STRUCTURAL ELEMENTS & ADDITIONAL INFORMATION.
7. SEE ENLARGED SCALE PLANS FOR 1/4" SCALE PLANS FOR UNITS & COMMON AREAS.
8. DOOR LOCATIONS ARE DOOR WIDTH PLUS 8 INCHES (4 INCHES EACH SIDE) TO ACCOUNT FOR TRIM U.N.O.

GORMAN ARCHITECTURAL, LLC
CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575

NOT FOR CONSTRUCTION

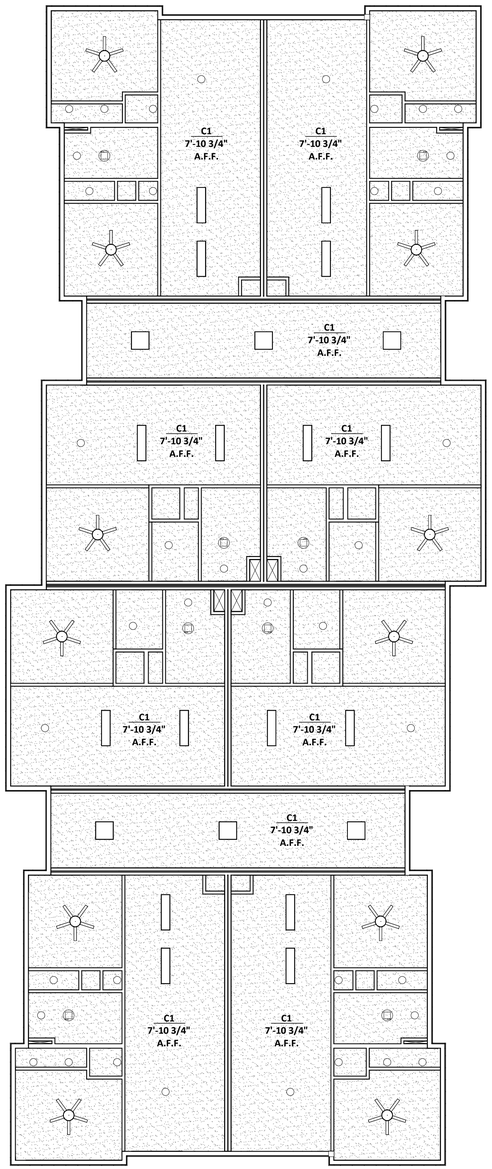
JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Project No.	2000-0139
Plot Date:	7/27/2023 10:50:24 AM
Drawn by:	MRM
Checked by:	
Approved by:	

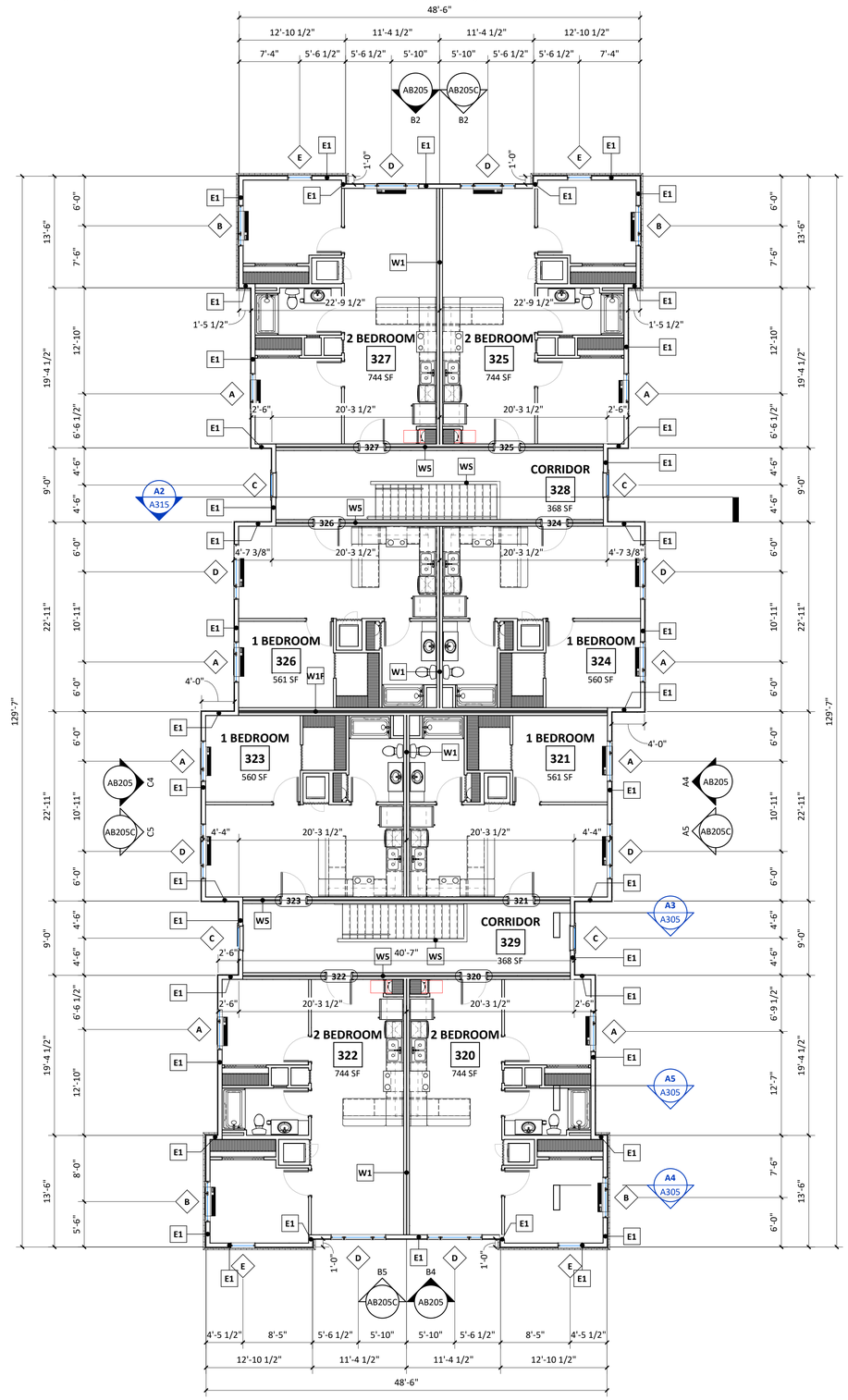
Sheet Title
2ND FLOOR OVERALL PLAN & RCP - BUILDING B

Sheet No.
AB121



A5 3RD FLOOR RCP - BUILDING B

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



A3 3RD FLOOR OVERALL PLAN - BUILDING B

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

REFLECTED CEILING PLAN NOTES

1. FIXTURES AND DEVICES SHOWN ARE REPRESENTATIONAL. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
2. MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTOR(S) SHALL VERIFY DEVICES, DEVICE LOCATIONS, AND ASSOCIATED CONDITIONS IN THE FIELD. SEE ELECTRICAL DRAWINGS FOR LIGHT FIXTURES.
3.

OVERALL PLAN KEYNOTES

MARK	DESCRIPTION
2	ELECTRICAL METERS, REFER TO ELECTRICAL

OVERALL PLAN NOTES

1. DIMENSIONAL WOOD FRAMING - ALL EXTERIOR DIMENSIONS ARE FROM EXTERIOR FACE OF STUD TO EXTERIOR FACE OF STUD.
2. DIMENSIONAL WOOD FRAMING - OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS - VERIFY RO'S PRIOR TO FRAMING.
3. DIMENSIONAL WOOD FRAMING - FLOORS HEIGHTS ARE DIMENSIONED TO ROUGH FLOOR ELEVATION (TOP OF FLOOR SHEATHING).
4. DIMENSIONAL WOOD FRAMING DEMISING (PARTY) WALLS ON THIS PLAN ARE DIMENSIONED TO CENTERLINE OF WALL U.N.O.
5. SEE STRUCTURAL SHEETS FOR DIMENSIONS OF FOUNDATION WALLS & PRECAST PLANK.
6. SEE STRUCTURAL SHEETS FOR STRUCTURAL ELEMENTS & ADDITIONAL INFORMATION.
7. SEE ENLARGED SCALE PLANS FOR 1/4" SCALE PLANS FOR UNITS & COMMON AREAS.
8. DOOR LOCATIONS ARE DOOR WIDTH PLUS 8 INCHES (4 INCHES EACH SIDE) TO ACCOUNT FOR TRIM U.N.O.

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JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Project No.	2000-0139
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Drawn by:	MRM
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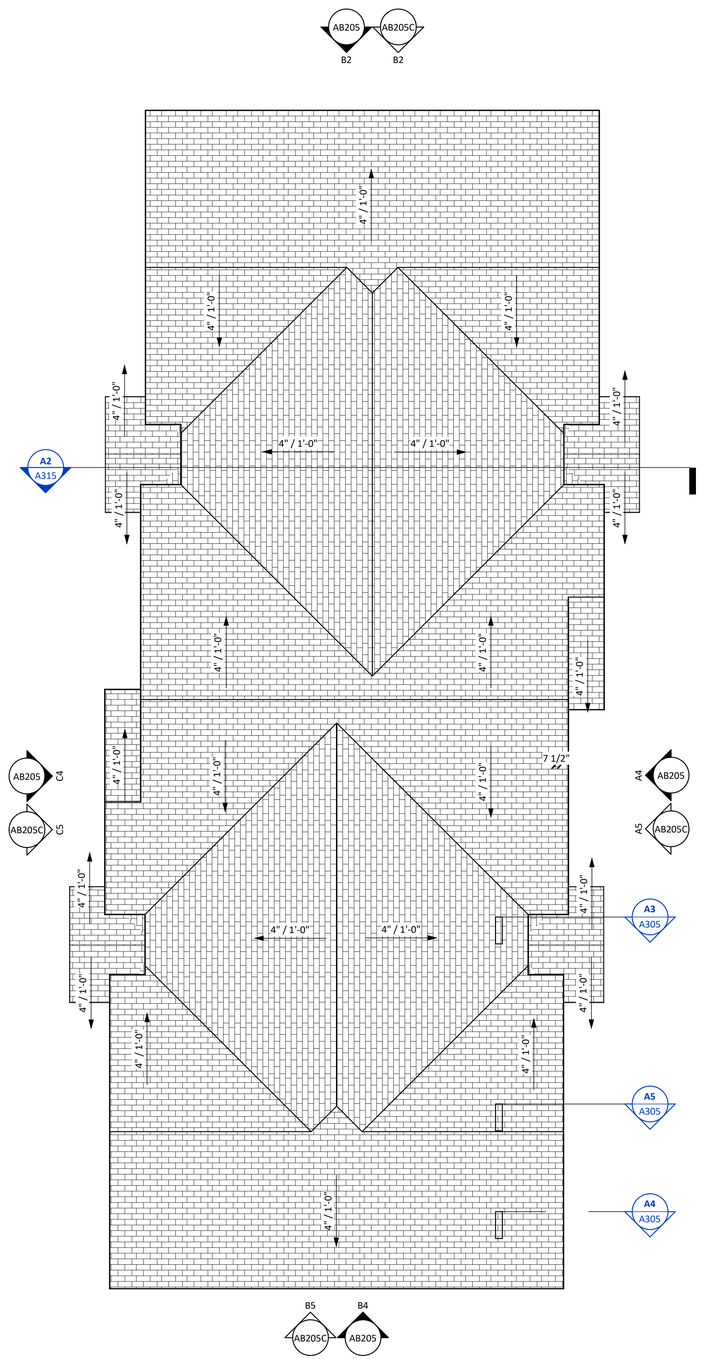
Sheet Title
3RD FLOOR OVERALL PLAN & RCP - BUILDING B

Sheet No.
AB131



OVERALL ROOF PLAN NOTES

1. PROVIDE DRAFTSTOPPING AT ATTIC SPACE SUCH THAT THE ATTIC SPACE IS SUB-DIVIDED INTO AREAS NOT EXCEEDING 3,000 SF OR ABOVE EVERY TWO DWELLING UNITS, WHICHEVER AREA IS SMALLER.
2.

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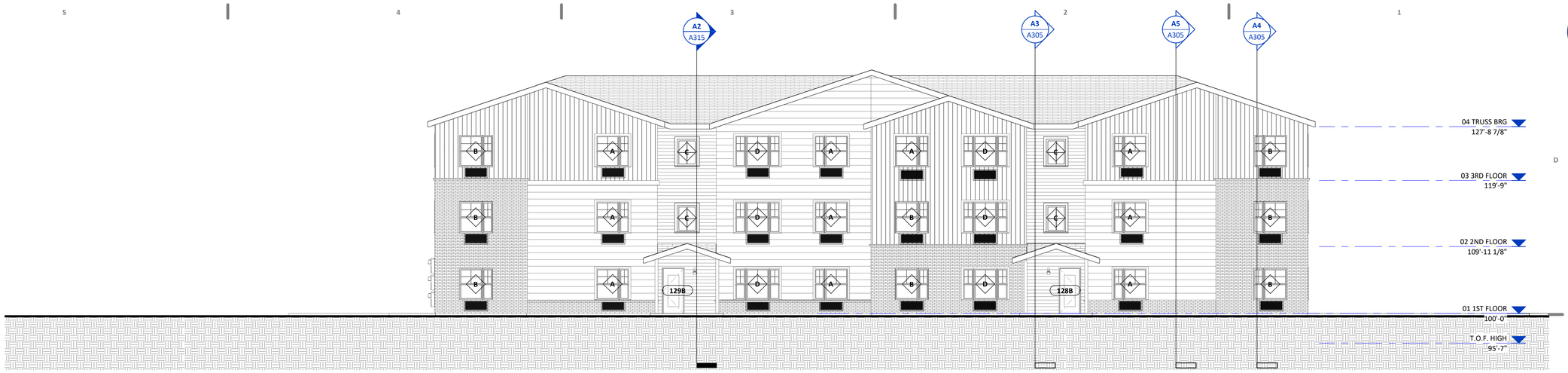
Sheet Title
ROOF OVERALL PLAN - BUILDING B

Sheet No.
AB141

A4 BUILDING II OVERALL ROOF PLAN

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

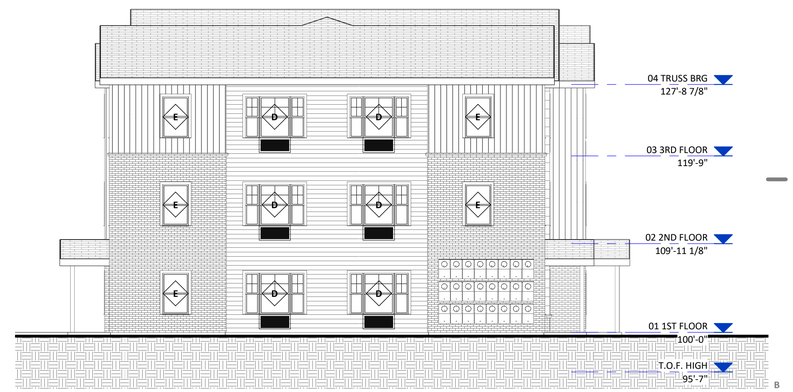


C4 BUILDING B WEST ELEVATION

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

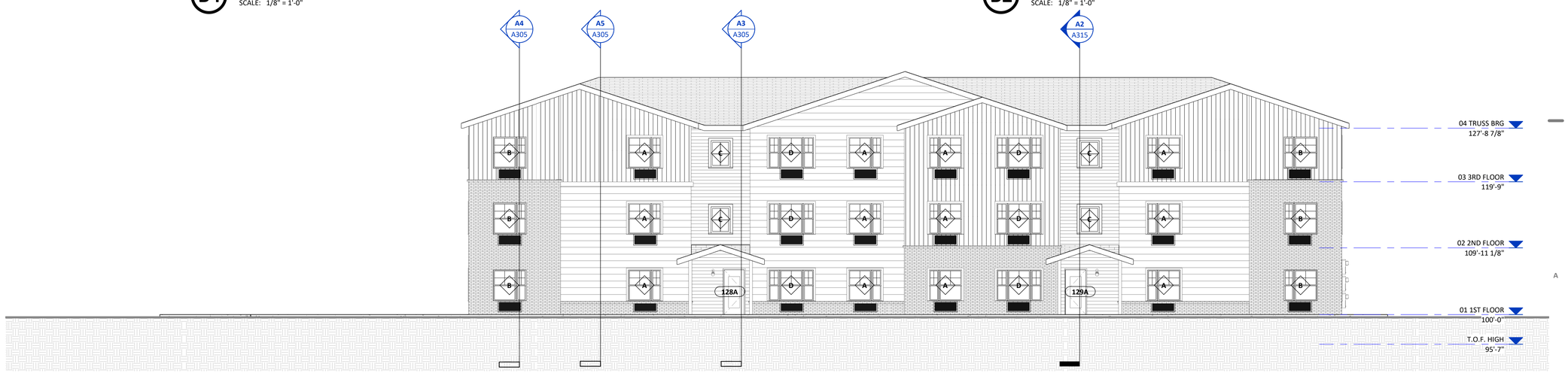
B4 BUILDING B SOUTH ELEVATION

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



B2 BUILDING B NORTH ELEVATION

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



A4 BUILDING B EAST ELEVATION

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

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JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Project No.	2000-0139
Plot Date:	7/27/2023 10:50:30 AM
Drawn by:	MRM
Checked by:	
Approved by:	

Sheet Title
EXTERIOR ELEVATIONS - BUILDING B

Sheet No.
AB205

C5 BUILDING B WEST ELEVATION - COLOR

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

B5 BUILDING B SOUTH ELEVATION - COLOR

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

EXTERIOR MATERIAL LEGEND

R1 - ASPHALT SHINGLES
COLOR: GRAY

VB1 - LP SMARTSIDE VERTICAL SIDING
COLOR: SNOWSCAPE WHITE W/ 16" REVEAL, CEDAR TEXTURE
https://lpcorp.com/products/siding-trim/products/panel-vertical-siding

S1 - LP SMARTSIDE LAP SIDING
COLOR: ABYSS BLACK W/ 4 7/8" REVEAL, CEDAR TEXTURE
https://lpcorp.com/products/siding-trim/products/lap-siding

S2 - LP SMARTSIDE LAP SIDING
COLOR: RAPIDS BLUE W/ 10 7/8" REVEAL, CEDAR TEXTURE
https://lpcorp.com/products/siding-trim/products/lap-siding

S3 - LP SMARTSIDE LAP SIDING
COLOR: GARDEN SAGE W/ 10 7/8" REVEAL, CEDAR TEXTURE
https://lpcorp.com/products/siding-trim/products/lap-siding

M1 - CORONADO BELGIAN BRICK
COLOR: BEAR CREEK W/ 1/2" NATURAL GREY GROUT JOINT
https://coronado.com/belgianbrick/

T1 - LP SMARTSIDE TRIM, FASCIA & SOFFIT
COLOR: SNOWSCAPE WHITE, SMOOTH FINISH
https://lpcorp.com/products/siding-trim/products/trim-fascia

B2 BUILDING B NORTH ELEVATION - COLOR

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

A5 BUILDING B EAST ELEVATION - COLOR

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

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CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575

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JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Project No.	2000-0139
Plot Date:	7/27/2023 10:50:41 AM
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Checked by:	
Approved by:	
Sheet Title	

EXTERIOR ELEVATIONS - BUILDING B

Sheet No.
AB205C

REFLECTED CEILING PLAN NOTES

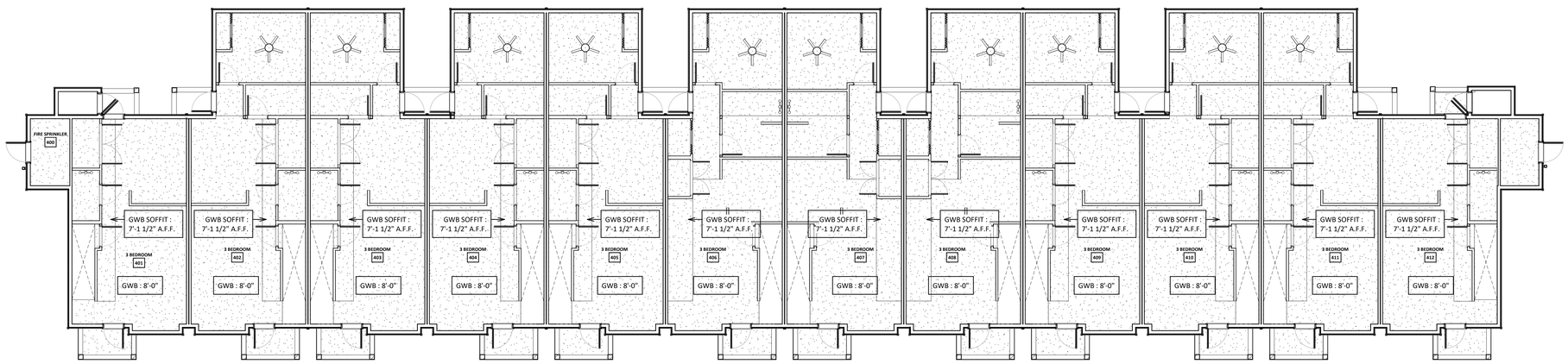
1. GYPSUM BOARD CEILING SHALL RECEIVE PAINT FINISH, SEE FINISH SCHEDULE.
2. REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF LIGHT FIXTURES AND OTHER DEVICES.
3. CEILING DIMENSIONS NOTED ARE FINISHED DIMENSIONS.

GWB - GYPSUM WALL BOARD CEILING OR SOFFIT

ACCESS PANEL IN GWB ON STRUCTURE

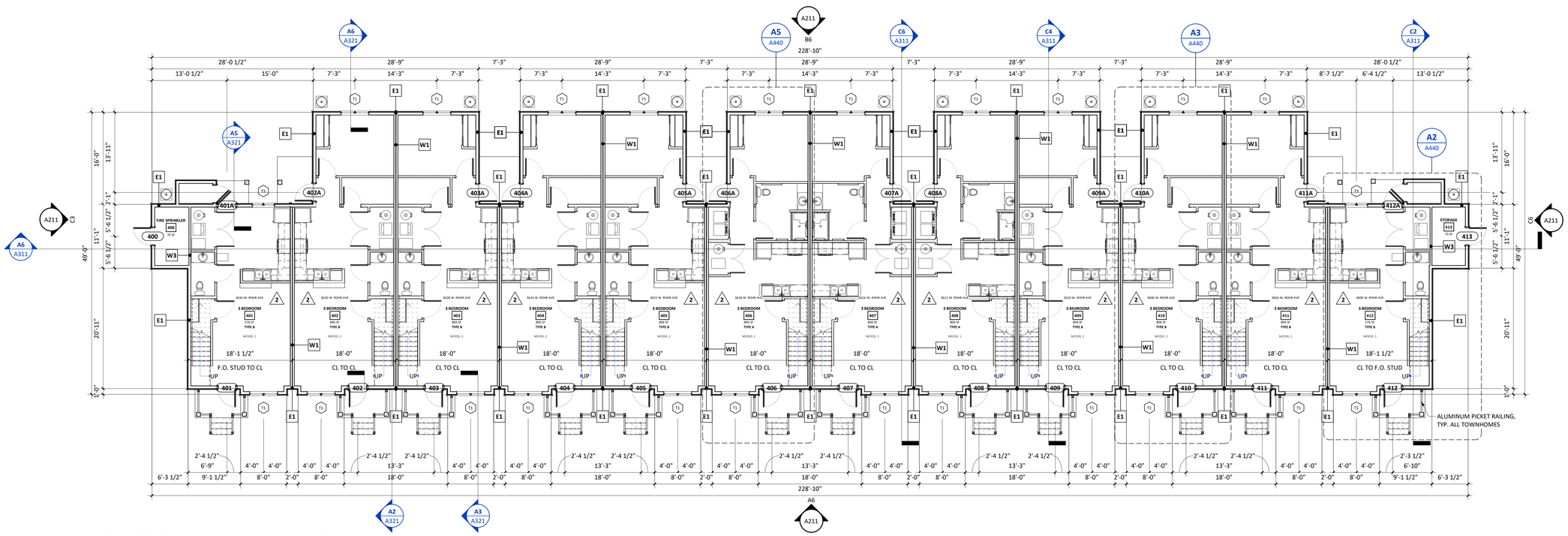
OVERALL FLOOR PLAN NOTES

1. DIMENSIONAL WOOD FRAMING - ALL EXTERIOR DIMENSIONS ARE "OUT TO OUT," FACE OF EXTERIOR STUD TO FACE OF EXTERIOR STUD.
2. DIMENSIONAL WOOD FRAMING - OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS - VERIFY RO'S PRIOR TO FRAMING.
3. DIMENSIONAL WOOD FRAMING - FLOORS HEIGHTS ARE DIMENSIONED TO ROUGH FLOOR ELEVATION (TOP OF FLOOR SHEATHING).
4. STRUCTURAL MASONRY CONSTRUCTION - ALL EXTERIOR DIMENSIONS ARE FROM FACE OF MASONRY TO FACE OF MASONRY.
5. STRUCTURAL MASONRY CONSTRUCTION - OPENINGS ARE DIMENSIONED AS MASONRY OPENINGS (MO'S) - VERIFY RO'S PRIOR TO MASONRY CONSTRUCTION.
6. DIMENSIONAL WOOD FRAMING DEMISING (PARTY) WALLS ON THIS PLAN ARE DIMENSIONED TO CENTERLINE OF WALL U.N.O.
7. SEE STRUCTURAL SHEETS FOR DIMENSIONS OF FOUNDATION WALLS & PRECAST PLANK
8. SEE STRUCTURAL SHEETS FOR STRUCTURAL ELEMENTS & ADDITIONAL INFORMATION
9. SEE ENLARGED SCALE PLANS FOR 1/4" SCALE PLANS FOR UNITS & COMMON AREAS
10. ALL INTERIOR DOOR NUMBERS ARE LOCATED ON UNIT PLANS.
11. SEE EXTERIOR BUILDING ELEVATIONS FOR EXTERIOR WALL TYPES & FINISHES.
12. ALL PERGOLA & METAL SUNSHADE TYPES ARE TAGGED ON EXTERIOR ELEVATIONS.



C6 OVERALL FIRST FLOOR REFLECTED CEILING PLAN - TOWNHOMES

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



A6 OVERALL FIRST FLOOR PLAN - TOWNHOMES

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

GORMAN ARCHITECTURAL, LLC

CORPORATE OFFICE
200 N. MAIN STREET
OREGON, WI 53575

NOT FOR CONSTRUCTION

JBS REDEVELOPMENT SITE

0 LIMEKILN ROAD
GREEN BAY, WI 54311

Issue Dates:

DATE	DESCRIPTION
2021.12.10	NPS PART 2 SUBMITTAL
2022.08.15	PERMIT SUBMITTAL SET
2022.09.09	Δ1 - CONS'T BID SET
2023.02.03	Δ2 - CONSTRUCTION SET
2023.06.22	Δ5 - ASI #3

Project No. 20EDDI-00-01
Plot Date: 6/23/2023 11:20:33 AM
Drawn by: DMK/MRM
Checked by:
Approved by:
CONSTRUCTION SET

Sheet Title
TOWNHOMES 1st FLOOR PLAN & RCP - OVERALL

Sheet No.
A141

REFLECTED CEILING PLAN NOTES

1. GYPSUM BOARD CEILING SHALL RECEIVE PAINT FINISH, SEE FINISH SCHEDULE.
2. REFER TO ELECTRICAL DRAWINGS FOR LOCATIONS OF LIGHT FIXTURES AND OTHER DEVICES.
3. CEILING DIMENSIONS NOTED ARE FINISHED DIMENSIONS.

GWB - GYPSUM WALL BOARD CEILING OR SOFFIT

ACCESS PANEL IN GWB ON STRUCTURE

OVERALL FLOOR PLAN NOTES

5

1. DIMENSIONAL WOOD FRAMING - ALL EXTERIOR DIMENSIONS ARE "OUT TO OUT," FACE OF EXTERIOR STUD TO FACE OF EXTERIOR STUD.
2. DIMENSIONAL WOOD FRAMING - OPENINGS ARE DIMENSIONED TO CENTER OF ROUGH OPENINGS - VERIFY RO'S PRIOR TO FRAMING.
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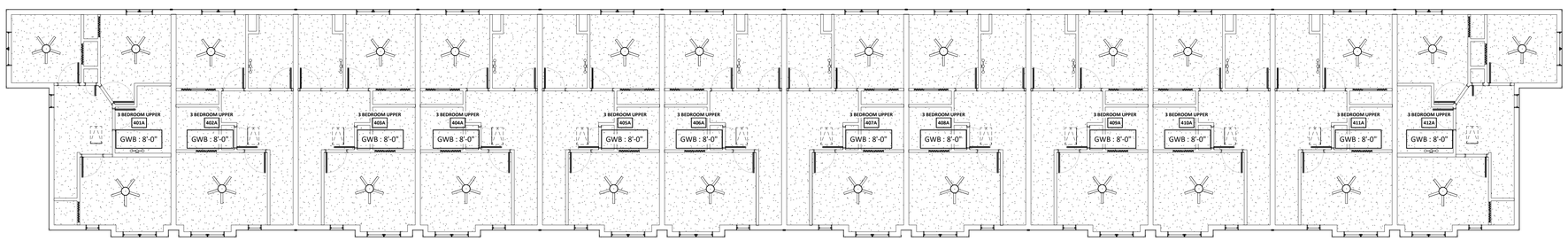
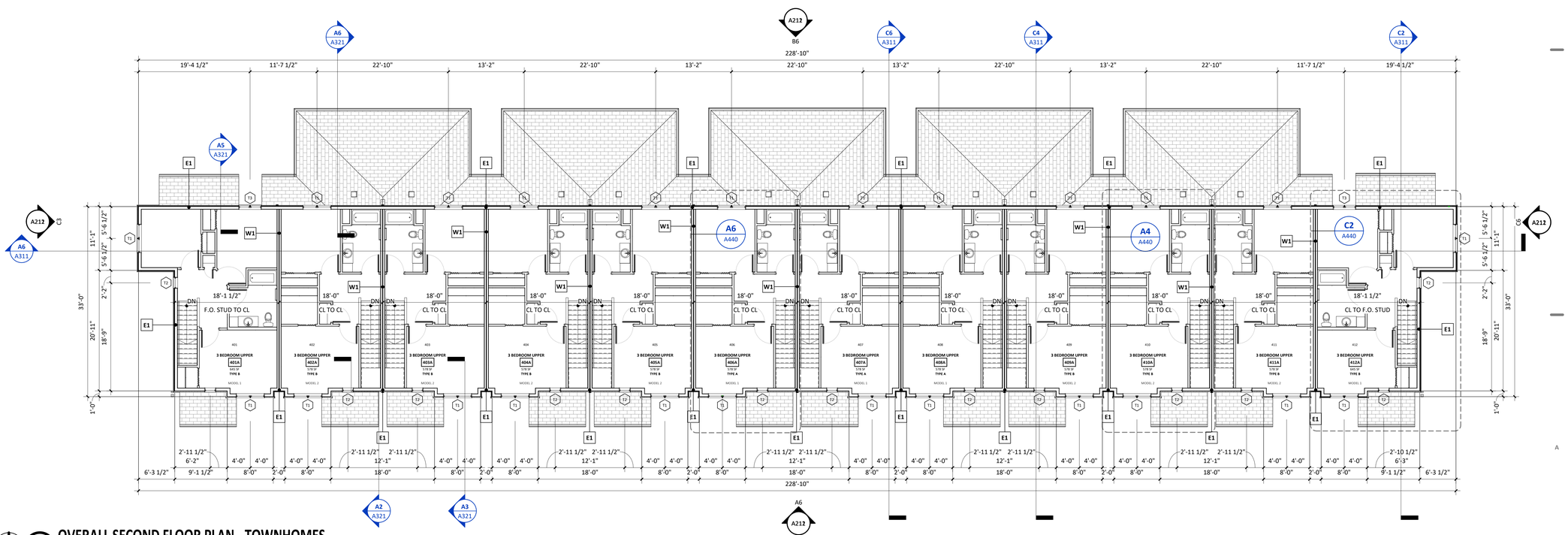
11. SEE EXTERIOR BUILDING ELEVATIONS FOR EXTERIOR WALL TYPES & FINISHES.
12. ALL PERGOLA & METAL SUNSHADE TYPES ARE TAGGED ON EXTERIOR ELEVATIONS.



C6 OVERALL SECOND FLOOR REFLECTED CEILING PLAN - TOWNHOMES

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



A6 OVERALL SECOND FLOOR PLAN - TOWNHOMES

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

GORMAN ARCHITECTURAL, LLC

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200 N. MAIN STREET
OREGON, WI 53575

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JBS REDEVELOPMENT SITE

0 LIMEKILN ROAD
GREEN BAY, WI 54311

Issue Dates:

DATE	DESCRIPTION
2021.12.10	NPS PART 2 SUBMITTAL
2022.08.15	PERMIT SUBMITTAL SET
2022.09.09	Δ1 - CONS'T BID SET
2023.06.22	Δ5 - ASI #3

Project No.	20EDDI-00-01
Plot Date:	6/23/2023 11:20:41 AM
Drawn by:	DMK/MRM
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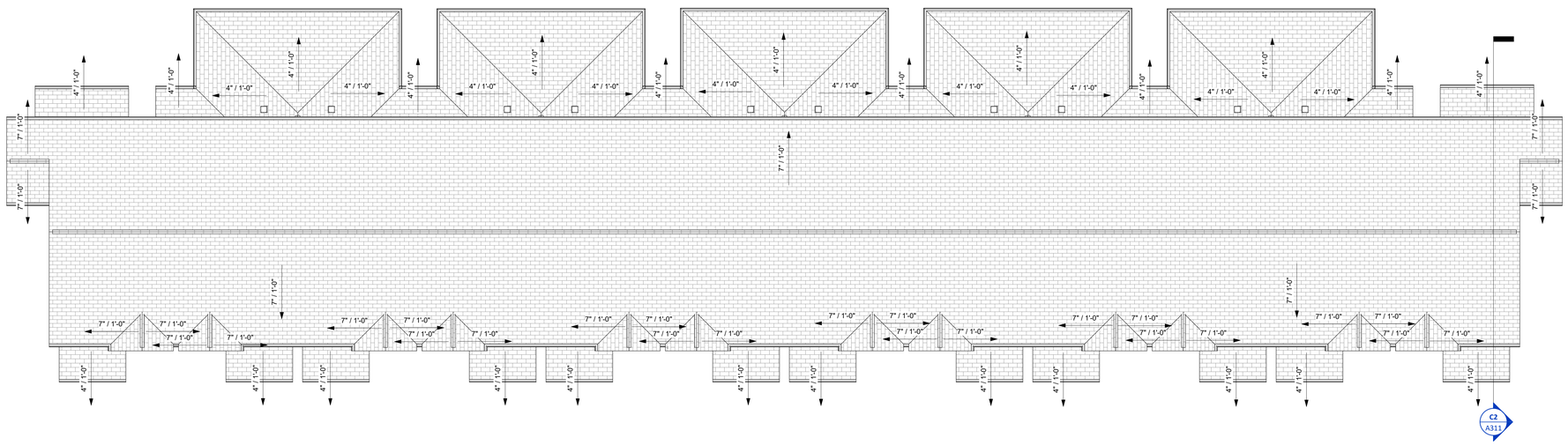
Approved by:	

CONSTRUCTION SET

Sheet Title
TOWNHOMES 2nd FLOOR PLAN & RCP - OVERALL

Sheet No.
A142



A6 03 OVERALL ROOF TOWNHOMES

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

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OREGON, WI 53575

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JBS REDEVELOPMENT SITE

0 LIMEKILN ROAD
GREEN BAY, WI 54311

Issue Dates:

DATE	DESCRIPTION
2021.12.10	NPS PART 2 SUBMITTAL
2022.08.15	PERMIT SUBMITTAL SET
2022.09.09	Δ1 - CONS'T BID SET

Project No.	20EDDI-00-01
Plot Date:	9/1/2022 4:16:42 PM
Drawn by:	DMK
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CONSTRUCTION SET

Sheet Title

TOWNHOMES ROOF PLAN - OVERALL

Sheet No.

A143

PROJECT KEYNOTES

KEYNOTE	KEYNOTE TEXT
A	ASPHALT SHINGLES
B	ALUMINUM WRAPPED FASCIA
E	ALUMINUM GUTTERS & DOWNSPOUTS; DOWNSPOUTS TO BE VINYL FOR FIRST 10'-0" ABOVE GRADE
F	COMPOSITE FREIZE BOARD
G	1x4 COMPOSITE CORNER TRIM

EXTERIOR ELEVATION NOTES

(X) INDICATES WINDOW TYPE, SEE WINDOW ELEVATIONS AND DETAILS

NOTES:

1. ALL BUILDING FINISHES INDICATED WRAP AROUND THE HIDDEN CORNER UNLESS NOTED OTHERWISE.
2. SEE OVERALL PLANS FOR TOWNHOME EXTERIOR WALL TYPE(S).
3. SEE COLOR ELEVATIONS FOR SIDING COLOR SELECTIONS AND LOCATIONS.

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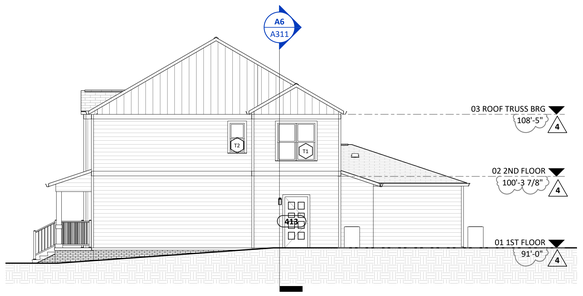
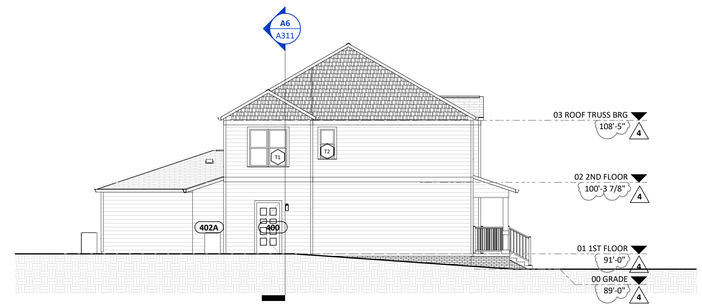


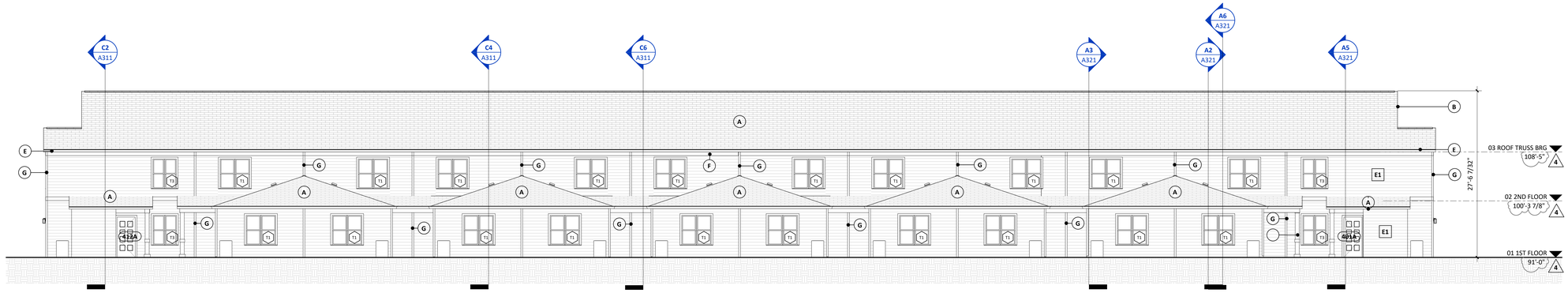
C6 EAST ELEVATION (NORTH 36th STREET)

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



C3 WEST ELEVATION (NORTH 37th STREET)

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



B6 NORTH ELEVATION (REAR)

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

A6 SOUTH ELEVATION (WEST ROHR AVENUE)

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

JBS REDEVELOPMENT SITE

0 LIME KILN ROAD
GREEN BAY, WI 54311

Issue Dates:

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2021.12.10	NPS PART 2 SUBMITTAL
2022.08.15	PERMIT SUBMITTAL SET
2022.09.09	Δ1 - CONS'T BID SET
2023.05.22	Δ4 - ASI #2

Project No.	20EDDI-00-01
Plot Date:	5/19/2023 1:58:34 PM
Drawn by:	DMK/MRM
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Approved by:	

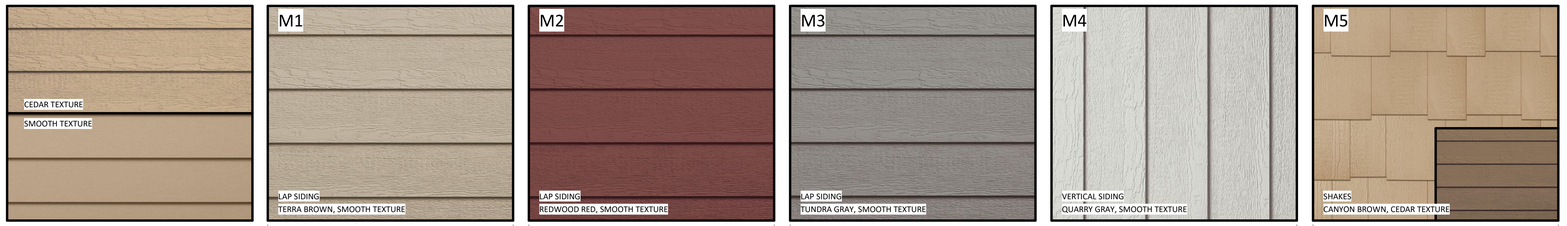
CONSTRUCTION SET

Sheet Title

EXTERIOR ELEVATIONS - TOWNHOMES

Sheet No.

A211



C6 EAST (NORTH 36th STREET) COLORED ELEVATION

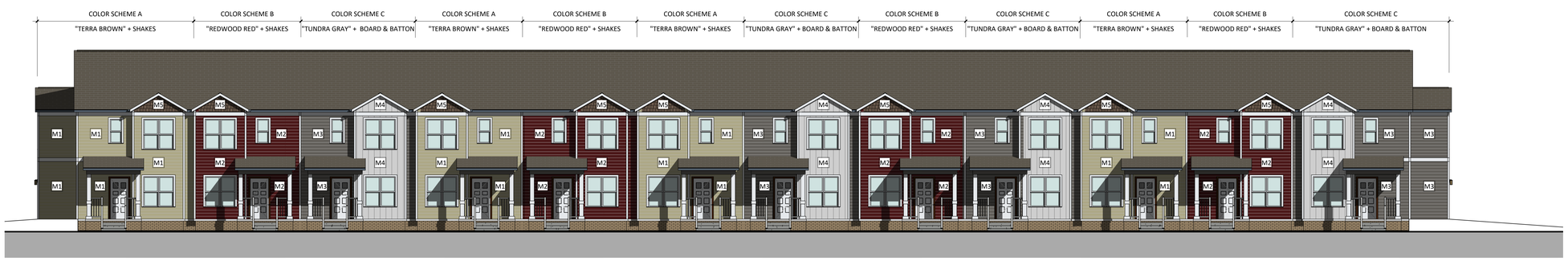
SCALE: 1/8" = 1'-0"

C3 WEST (NORTH 37th STREET) COLORED ELEVATION

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

B6 NORTH (REAR) COLORED ELEVATION

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



A6 SOUTH (WEST ROHR AVENUE) COLORED ELEVATION

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

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OREGON, WI 53575

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JBS REDEVELOPMENT SITE

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GREEN BAY, WI 54311

Issue Dates:

DATE	DESCRIPTION
2021.12.10	NPS PART 2 SUBMITTAL
2022.08.15	PERMIT SUBMITTAL SET
2022.09.09	Δ1 - CONS'T BID SET

Project No.	20EDDI-00-01
Plot Date:	9/1/2022 4:18:13 PM
Drawn by:	DMK/MRM
Checked by:	
Approved by:	

CONSTRUCTION SET

Sheet Title

EXTERIOR ELEVATIONS - TOWNHOMES (COLOR)

Sheet No.

A212

DRAFT

JBS Redevelopment164 Units

164 Units

Financial Analysis
March 20, 2024

PROJECT INFORMATION

Partnership	JBS Redevelopment
County	Brown
Type	New Construction
Number of Units	164
LP Formation	2024
	9
Construction Start	2024
	6
Construction Period	12
Operations	2025
	6
Starting Month of Depreciation	6
Starting Month of Lease-Up	6
Absorption Rate (Mos.)	6
Credit % - 30% PV	
Credit % - 70% PV	
Qualified Census Tract - DDA	

Project Cost	$	35,479,311
First Mortgage - WHEDA	$	19,169,537
Other	$	1,500,000
TIF	$	8,000,000
Equity	$	6,809,773
Deferred Architect and Developer Fees	$	-

FINANCING ASSUMPTIONS

Construction Loan- Max	$	19,169,537
Construction Loan - Necessary	$	19,169,537
Interest rate		5.75%
Term (months)		24
Note #1: Tax Exemt Bonds	$	-
Interest Rate		
Note #2: Taxable Note - Construction	$	-
Interest Rate		
First Mortgage - WHEDA	$	19,169,537
Interest Rate		5.75%
Amortization (years)		30
Term (years)		7
Start Month		6
Start Year		2024
DCR		1.200
Infrastructure Grant	$	1,500,000
Interest Rate		0.00%
Amortization (years)		35
Term (years)		7
Start Month		6
Start Year		2024
TIF	$	8,000,000
Interest Rate		5.75%
Amortization (years)		27
Term (years)		27
Start Month		6
Start Year		2024
Equity	$	6,809,773

	Perm Loan LTV Calc	
Gross Rents	3,002,040	
Other Income	19,680	
	3,021,720	
Vacancy	(151,086)	-5%
EGI	2,870,634	
Operating Expenses	(1,259,732)	
NOI	1,610,902	
Cap Rate	6.00%	
Assumed Value	26,848,372	
LTV	80%	
Loan based on LTV	21,478,697	
NOI	1,610,902	
DCR	1.20	
	1,342,419	
Monthly payment	111,868	
Loan based on DCR	$ 19,169,537	

OPERATING EXPENSES

		Total	Per Unit
Administrative		$ 115,000	701
Maintenance		165,000	1,006
Operating		205,000	1,250
Real Estate Taxes		582,000	3,549
		1,067,000	6,506
Replacement Reserve		49,200	300
Property Management Fee	6%	143,532	875
Total		1,259,732	7,681
			$ 640.11

Utility Allowance Information	1 BD	2 BD	3 BD
Heating			
Cooking			
Other Electric			
Air Conditioning			
Water Heating - Electric			
Water and Sewer	0	0	0
Trash	0	0	0
Total	0	0	0

Annual Operating Exp. Increase	3.00%
Annual Real Estate Tax Increase	3.00%
Annual Management Fee Increase	3.00%
Annual Reserve Increase	3.00%
Interest rate on reserves	0.50%

Tenant Paid Utilities
Owner Paid Utilities

CASH FLOW DISTRIBUTION

LP Asset Management Fee	$ -	3% annual increase
GP Partnership Management Fee	0%	of remaining cash flow, non accruing

RENTAL INCOME

Number of Bedrooms	Units	AMI Set Aside %	Unit Type	Baths	SF per Unit	Monthly Net Rent	Monthly Utility	Monthly Gross Rent	WHEDA 2021 Max Rents	Gross Rent % of LIHTC Limit	Total Monthly Rent
Studio	-							-			-
1 Bedroom	66		Market	1.0		1,355		1,355	-	-	89,430
2 Bedroom	66		Market	2.0		1,570		1,570			103,620
3 Bedroom	32		Market	2.0		1,785		1,785	-	-	57,120
3 Bedroom	-							-	-	-	-
Total	**164**	**0.00%**			**0**						**250,170**

Base Gross Residential Rent	$ 3,002,040
Rent Increases	3.00%
Residential Vacancy Loss	5.00%

Other Income	Annually	PUPM
Laundry, Vending, Application Fees, Etc.	$ 19,680	$ 10.00
Parking	0	$ -
Storage	0	$ -
Internet Usage	0	$ -
Late Payments & Lockouts	0	$ -
	19,680	10

JBS Redevelopment164 Units
STATEMENT OF FORECASTED SOURCES AND USES

SOURCES OF FUNDS	Construction	Post Construction	Permanent
First Mortgage - WHEDA Infrastructure	$ 19,169,537	$ -	$ 19,169,537
Grant	1,500,000	-	1,500,000
TIF	8,000,000	-	8,000,000
Equity	6,809,773	-	6,809,773
Total Sources Of Funds	$ 35,479,311	$ -	$ 35,479,311

USES OF FUNDS	Total Construction	Post Construction	Total Permanent	Building 27.5 Yr/SL	Personal Property 5 Yr/200%	Land Impr. 20 Yr/SL	Amortization	Non Depreciable/ Amortizable
Acquisition & Site Costs								
Land Costs	1	-	1					1
Existing Structure	-	-	-					-
Holding Costs	-	-	-	-				-
Construction & Commercial Costs								
Residential Construction	24,500,650	-	24,500,650	24,500,650	-	-	-	-
General Requirements	1,470,039	-	1,470,039	1,470,039	-	-	-	-
Contractor Overhead	490,013	-	490,013	490,013	-	-	-	-
Contractor Profit	980,026	-	980,026	980,026	-	-	-	-
Construction Contingency	1,225,033	-	1,225,033	1,225,033	-	-	-	-
Infrastruture	2,800,000	-	2,800,000	2,800,000	-	-	-	-
Builders Risk Insurance and Bond	403,327	-	403,327	403,327	-	-	-	-
Engineering & Architectural				-	-	-		
Architecture: Design	823,222	-	823,222	823,222	-	-	-	-
Engineering	50,000	-	50,000	50,000	-	-	-	-
Survey	10,000	-	10,000	10,000	-	-	-	-
Construction Interest & Fees								
Insurance	50,000	-	50,000	50,000	-	-	-	-
Construction Interest	1,070,000		1,070,000	1,070,000	-	-	-	
Title and Recording	35,000	-	35,000	35,000	-	-	-	-
Construction Loan Origination	30,000	-	30,000	30,000	-	-	-	-
Construction Legal	25,000	-	25,000	25,000	-	-	-	-
Soft Costs								
Market Study	6,000	-	6,000	6,000	-	-	-	-
Appraisal	4,000	-	4,000	4,000	-	-	-	-
Soft Cost Contingency	20,000	-	20,000	20,000	-	-	-	-
Marketing	60,000	-	60,000	-	-	-	-	60,000
Phase 1 ESA	7,000	-	7,000	7,000	-	-	-	-
Property Taxes	10,000	-	10,000	10,000	-	-	-	-
Soils	5,000	-	5,000	5,000	-	-	-	-
FF&E	100,000	-	100,000	-	-	100,000	-	-
Accounting	25,000	-	25,000	25,000	-	-	-	-
Overhead	-	-	-	-	-	-	-	-
Legal Fees	50,000	-	50,000	50,000	-	-	-	-
Syndication Costs								
Organization/Legal/Syndication	-	-	-	-	-	-	-	-
Developer Fees / Reserves								
Developer Fee	1,200,000	-	1,200,000	1,200,000	-	-	-	-
Operating and DS Reserve - 3 months	-	-	-					-
Total Uses Of Funds	$ 35,479,311	$ -	$ 35,479,311	$ 35,289,310	$ -	$ 100,000	$ 30,000	$ 60,001

JBS Redevelopment164 Units
FORECAST OF NET CASH FLOW FROM OPERATIONS

		1	2	3	4	5	6	7	8	9	10	11	12	13
		2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Income														
Rental Income		$ 3,002,040	$ 3,092,101	$ 3,184,864	$ 3,280,410	$ 3,378,822	$ 3,446,399	$ 3,515,327	$ 3,585,633	$ 3,657,346	$ 3,730,493	$ 3,805,103	$ 3,881,205	$ 3,958,829
Less: Vacancy	-5.0%	(150,102)	(154,605)	(159,243)	(164,021)	(168,941)	(172,320)	(175,766)	(179,282)	(182,867)	(186,525)	(190,255)	(194,060)	(197,941)
Other Income		19,680	20,074	20,475	20,885	21,302	21,728	22,163	22,606	23,058	23,519	23,990	24,470	24,959
Less: Vacancy	-5.0%	(984)	(1,004)	(1,024)	(1,044)	(1,065)	(1,086)	(1,108)	(1,130)	(1,153)	(1,176)	(1,199)	(1,223)	(1,248)
TIF			-	-	-	-	-	-	-	-	-	-	-	-
Less: Vacancy	-10.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
Effective Gross Income		2,870,634	2,956,566	3,045,072	3,136,230	3,230,118	3,294,721	3,360,615	3,427,828	3,496,384	3,566,312	3,637,638	3,710,391	3,784,599
Expenses														
Operating Expenses		485,000	499,550	514,537	529,973	545,872	562,248	579,115	596,489	614,383	632,815	651,799	671,353	691,494
Real Estate Taxes		582,000	599,460	617,444	635,967	655,046	674,698	694,938	715,787	737,260	759,378	782,159	805,624	829,793
Management Fee		143,532	147,838	152,273	156,841	161,546	166,393	171,384	176,526	181,822	187,276	192,895	198,681	204,642
Reserve for Replacement	3.0%	49,200	50,676	52,196	53,762	55,375	57,036	58,747	60,510	62,325	64,195	66,121	68,104	70,147
Total Operating Expenses		1,259,732	1,297,524	1,336,449	1,376,543	1,417,839	1,460,374	1,504,186	1,549,311	1,595,790	1,643,664	1,692,974	1,743,763	1,796,076
TIF Rebate - Estimate		523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800	523,800
Net Operating Income (no TIF)		1,610,902	1,659,042	1,708,623	1,759,687	1,812,279	1,834,347	1,856,430	1,878,516	1,900,594	1,922,648	1,944,664	1,966,628	1,988,522
Net Operating Income (including TIF)		2,134,702	2,182,842	2,232,423	2,283,487	2,336,079	2,358,147	2,380,230	2,402,316	2,424,394	2,446,448	2,468,464	2,490,428	2,512,322
Debt Service														
First Mortgage - WHEDA		1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419	1,342,419
Second Mortgage		531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361	531,361
Total Debt Service		1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779	1,873,779
DCR 1st Mtg		***1.20***	***1.24***	***1.27***	***1.31***	***1.35***	***1.37***	***1.38***	***1.40***	***1.42***	***1.43***	***1.45***	***1.46***	***1.48***
DCR All Loans		***1.14***	***1.16***	***1.19***	***1.22***	***1.25***	***1.26***	***1.27***	***1.28***	***1.29***	***1.31***	***1.32***	***1.33***	***1.34***
Cash Flow		260,923	309,063	358,644	409,708	462,300	484,367	506,450	528,537	550,614	572,668	594,685	616,648	638,543

JBS Redevelopment
OPERATING EXPENSE ANALYSIS

	Annual Expense	Expense per Unit 164	% Gross Potential Rent
Administrative			
Advertising	10,000	60.98	0.3%
Management Fee	143,532	875.19	5.0%
Auditing & Legal	10,000	60.98	0.3%
Administrative	25,000	152.44	0.9%
Payroll and Leasing	70,000	426.83	2.4%
Subtotal Administrative	258,532	1,576.41	9.0%
Maintenance:			
Maintenance Payroll	70,000	426.83	2.4%
Trash Removal	20,000	121.95	0.7%
Repairs and Maintenance	45,000	274.39	1.6%
Unit Turnover	30,000	182.93	1.0%
Subtotal Maintenance	165,000	1,006.10	5.7%
Operating:			
Contracted Services	30,000	182.93	1.0%
Utilities	70,000	426.83	2.4%
Turnover Expense	-	0.00	0.0%
Hazard Insurance (P&L)	90,000	548.78	3.1%
Payroll Benefits	15,000	91.46	0.5%
Other	-	0.00	0.0%
Subtotal Operating	205,000	1,250.00	7.1%
Real Estate Taxes	582,000	3,549	20.3%
Total Annual Expenses	1,210,532	7,381	42.2%
Replacement Reserve:	49,200	300.00	1.7%
Total Annual Expenses w/Reserves	1,259,732	7,681	43.9%

PUPM	640.11
PUPY (excluding RE Taxes)	4,133

JBS Redevelopment164 Units
LOAN AMORTIZATION

First Mortgage - WHEDA

Principal	$ 19,169,537	Beginning Month	6	Monthly Pmt	$ 111,868	
Interest Rate	5.75%	Beginning Year	2024	Annual Pmt	$ 1,342,419	
Months (amort)	360					
Months (term)	84					

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Months (amortizing)	12	12	12	12	12	12	12	12	12	12	12	12	12
Cumulative (months)	12	24	36	48	60	72	84	96	108	120	132	144	156
Beginning Balance	$ 19,169,537	$ 19,169,537	$ 18,661,774	$ 18,385,194	$ 18,092,285	$ 17,782,082	$ 17,453,565	$ 17,105,652	$ 16,737,199	$ 16,346,992	$ 15,933,748	$ 15,496,105	$ 15,032,625
Principal Paid	(246,602)	(261,161)	(276,580)	(292,909)	(310,203)	(328,517)	(347,913)	(368,453)	(390,207)	(413,244)	(437,643)	(463,480)	(490,845)
Ending Balance	$ 18,922,935	$ 18,661,774	$ 18,385,194	$ 18,092,285	$ 17,782,082	$ 17,453,565	$ 17,105,652	$ 16,737,199	$ 16,346,992	$ 15,933,748	$ 15,496,105	$ 15,032,625	$ 14,541,780
Principal paid	$ 246,602	$ 261,161	$ 276,580	$ 292,909	$ 310,203	$ 328,517	$ 347,913	$ 368,453	$ 390,207	$ 413,244	$ 437,643	$ 463,480	$ 490,845
Interest paid	1,095,816	1,081,258	1,065,839	1,049,510	1,032,216	1,013,902	994,506	973,966	952,212	929,175	904,776	878,939	851,574
Total payments	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419	$ 1,342,419

Infrastructure Grant

Principal	$ 8,000,000	Beginning Month	6	Monthly Pmt	$ 44,280	
Interest Rate	5.75%	Beginning Year	2024	Annual Pmt	$ 531,361	
				D.S Constant	6.6420%	
Months (amort)	420					

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Months (amortizing)	12	12	12	12	12	12	12	12	12	12	12	12	12
Cumulative (months)	12	24	36	48	60	72	84	96	108	120	132	144	156
Beginning Balance	$ 8,000,000	$ 8,000,000	$ 7,849,131	$ 7,766,952	$ 7,679,921	$ 7,587,752	$ 7,490,141	$ 7,386,767	$ 7,277,290	$ 7,161,350	$ 7,038,564	$ 6,908,530	$ 6,770,818
Principal Paid	(73,272)	(77,597)	(82,179)	(87,031)	(92,169)	(97,611)	(103,374)	(109,477)	(115,940)	(122,786)	(130,034)	(137,712)	(145,843)
% Principal Paid	0.92%	1.89%	2.91%	4.00%	5.15%	6.37%	7.67%	9.03%	10.48%	12.02%	13.64%	15.36%	17.19%
Ending Balance	$ 7,926,728	$ 7,849,131	$ 7,766,952	$ 7,679,921	$ 7,587,752	$ 7,490,141	$ 7,386,767	$ 7,277,290	$ 7,161,350	$ 7,038,564	$ 6,908,530	$ 6,770,818	$ 6,624,975
Principal paid	$ 73,272	$ 77,597	$ 82,179	$ 87,031	$ 92,169	$ 97,611	$ 103,374	$ 109,477	$ 115,940	$ 122,786	$ 130,034	$ 137,712	$ 145,843
Interest paid	458,089	453,764	449,182	444,330	439,192	433,750	427,987	421,884	415,421	408,575	401,327	393,649	385,518
Annual Issuer Fee	0	0	0	0	0	0	0	0	0	0	0	0	0
Total payments	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361	$ 531,361

Relevant Development Experience

GORMAN & COMPANY

Integrity. Innovation. Community.

HISTORY

Gary J. Gorman started Gorman & Company in 1984 to develop, syndicate, and manage multifamily housing properties. Gorman & Company has become one of the largest and most respected multifamily development firms in the region. Currently Gorman & Company employs over 700 individuals.

Gorman & Company has been ranked as one of top 50 largest affordable housing developer nationally by Affordable Housing Finance for over a decade. With more than 160+ community revitalization projects in the portfolio, Gorman & Company has experience developing some of the nation's highest quality affordable housing and neighborhood revitalization projects.

MISSION STATEMENT

At Gorman & Company, we work to revitalize communities through innovative housing partnerships. As a trusted partner and respected industry leader since 1984, we specialize in: downtown revitalization, the preservation of affordable housing, workforce housing, and the adaptive reuse of significant historic buildings.

PHILOSOPHY

Gorman & Company works closely with local governments and municipal groups to help cities meet their development, planning, economic and social goals. Gorman's staff brings a broad range of development, design, construction, and real-life experience to the development process and applies those skills to solve problems and help communities bring their plans to reality. Gorman & Company has developed innovative and catalytic properties in partnership with communities in Arizona, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Mississippi, New Mexico, Ohio, and Wisconsin.

CORE PURPOSE

Initiate strategies and implement solutions to revitalize communities and build strong neighborhoods.

CORE VALUES

All our activities will be executed in a manner that is consistent with our Core Values:

- We create and protect the best reputation at all costs
- We treat our people as our most important asset
- We provide first class service to our customers at all times
- We provide value and quality to meet or exceed customer expectations
- We maintain financial discipline to preserve and build long term economic strength
- We act in an honest, respectful, responsive, and professional manner always

Jenny Wren Place

2500 Jenny Wren Trl., Sun Prairie, WI 53590

Jenny Wren Place is an affordable by design community of 108 newly constructed apartments. There are no income restrictions on this project, but the rents are still lower than the other newly-constructed market rate housing in the Sun Prairie area due to the efficient design and financial engineering that was done on the project. This project opened in September of 2023.

Please click the link below to view the Grand Opening video for this project:

Jenny Wren Place Grand Opening

Union Corners Mixed-Use Redevelopment
E. Washington Avenue between 6th Street & Milwaukee Street
Madison, WI 53704

Phase I: UW Health Clinic

After several failed attempts with other developers to redevelop the 11.4-acre Union Corners block, the City of Madison awarded the contract to Gorman & Company to serve as the master developer. Gorman secured neighborhood support for the phased plan, after several re-iterations of the design to accommodate resident concerns. One of the most controversial elements of the neighborhood opposition was the placement of the University of Wisconsin UW Health clinic. A modification of the master plan was made that met both the desires of the community and the needs of UW Health, allowing the health clinic to move forward in the first phase. After securing a development plan that was supported by the neighborhood, all of the entitlements and local government approvals necessary to proceed with all phases, this first phase was officially transferred to UW Health to design and construct their $20 million state-of-the-art health facility in 2015 and 2016. With the taxes generated from the UW Health Clinic, the payback on the Tax-Increment Financing (TIF) was such that the affordable housing phases became financially feasible.

Phase II: Carbon at Union Corners

Phase II of the development is known as Carbon at Union Corners, reflecting the history of the site which was once home to a Rayovac warehouse factory, manufacturer of carbon-zinc batteries. Carbon at Union Corners was the first signature residential development built on the site. This phase made a statement to the community that this master plan would accomplish two key objectives; 1. Develop inclusive housing for a mix of income levels, including units targeting households as low as 30% of area median income all the way to unrestricted market rate units; and 2. Develop mixed-use elements within the master plan that includes a significant amount of neighborhood-level retail offerings in addition to new housing. This phase of the development includes 19,000 sq ft of neighborhood retail.

2418 Winnebago Street, Madison, WI 53704

Project Details	
Number of Units	90
Unit Types	1BR, 2BR, 3BR
Income Restrictions	30%, 50%, 60% AMI and Market Rate
Development Type	Affordable, Market Rate

Key Dates	
Selected as Developer	2012
Closing	March 31st, 2016
Placed in Service	August 2017

Financing Sources and Amounts	
First mortgage	$5,445,000
LIHTC Equity – Federal	$8,669,046
Madison CDD	$1,000,000
AHP Funds	$850,000
Dane County Funding	$554,000
Deferred Developer Fee	$577,079
Total Sources	**$17,095,125**

Phase III: Generations at Union Corners

Generations at Union Corners continued Gorman's commitment to the community of inclusive redevelopment, this time with a smaller, residential-only development designed for grand families raising grandchildren, an element of the Madison population that has been growing in numbers. This was the first project in Madison's history with a focus on grand family and kinship families (family members raising other family members' children). This phase, along with Carbon at Union Corners, were funded with competitive allocations of 9% federal Low Income Housing Tax Credits, along with

critical gap funding from the City of Madison, Dane County, and the Federal Home Loan Bank's Affordable Housing Program (AHP). This phase has a focus on larger 2 and 3-bedroom units and also includes a mix of units targeting households between 30-60% of Area Median Income, along with unrestricted market rate units. This phase included a large community park serving the resident of both the Union Corners development and the surrounding neighborhood.

2507 Winnebago Street, Madison, WI 53704

Project Details	
Number of Units	59
Unit Types	2BR, 3BR
Income Restrictions	30%, 50%, 60% AMI and Market Rate
Development Type	Affordable, Market Rate

Key Dates	
Selected as Developer	2012
Closing	September 27th 2018
Placed in Service	December 2019

Financing Sources and Amounts	
First Mortgage	$3,869,000
LIHTC Equity – Federal	$8,159,730
Madison CDD AHF Loan	$950,000
Dane County Funding	$525,000
FHLB AHP	$750,000
Deferred Developer Fee	$545,696
Total Sources	**$14,799,427**

Phase IV: Nexus at Union Corners

Nexus at Union Corners was the final phase of the Union Corners redevelopment. Recently finished in 2022, this market rate development with nearly 15,000 square feet of retail, was a critical component of the overall project in that it generated the market rate unit count mandated by the City of Madison and expected by the neighborhood, generated a tax base to support the TIF (subsidizing the affordable phases in much the same way that the UW Health clinic did), and included a significant public art component and public plaza space that connected to the balance of the built-out site. The public art plaza includes historical monuments that pay tribute to the civil war soldiers who came to the site from rural parts of southern Wisconsin to be processed and transported by stagecoach to Milwaukee to enlist in the Civil War. Gary Gorman, the founder of Gorman & Company, provided the private equity required to complete the project, along with debt financing from One Community Bank, a local bank based in Oregon, WI.

2521 East Washington Avenue, Madison, WI 53704

Project Details	
Number of Units	105
Unit Types	Studio, 1BR, 2BR, 3BR
Development Type	Market Rate

Key Dates	
Selected as Developer	2012
Closing	September 4th 2020
Placed in Service	December 2022

Financing Sources and Amounts	
First Mortgage	$23,200,000
Private Equity	$3,131,466
Mezzanine Debt	$2,000,000
Total Sources	**$28,331,466**

Washington Park Townhomes

1540 N. 32th Street, Milwaukee, WI

The site for Washington Park Townhomes was previously a large manufacturing facility that was operated by T.C. Esser Paint up until 1982. In the early 2000's, the U.S. EPA determined that the site posed an immediate threat to public health, welfare, and the environment, so the Redevelopment Authority of the City of Milwaukee stepped in to redevelop the property and eliminate the environmental hazard it posed to the community. Gorman was selected through an RFI process to develop the contaminated site into 2-bedroom affordable townhomes along with a community center and green space. Through Brownfield funding from WEDC, and both NSP and HOME funding from the City of Milwaukee, Gorman was able to remediate the site and construct these high-quality homes for families in the north side neighborhood. Gorman also worked with the Milwaukee Area Workforce Investment Board ("MAWIB") to create a program for reentry candidates identified and selected by MAWIB for the Milwaukee Builds program. Targeted candidates for this program are previously incarcerated individuals within the prison system. The program trains these individuals to perform construction trade skills and gives them a chance to qualify for a union apprenticeship. This MAWIB training and workforce program creates jobs using local residents while reducing recidivism, provides job opportunities to a challenged population within these challenged neighborhoods, and ultimately helped improve the housing stock in this historic neighborhood, attracting and retaining employers within the 30th Street Corridor.

Key Dates	
Closing	December 29th, 2017
Placed in Service	October 31th, 2018

Project Details	
Number of Units	40
Unit Types	2BR
Income Restrictions	30%, 50%, 60% AMI
Development Type	Affordable

Financing Sources and Amounts	
First mortgage	$1,302,000
WEDC Brownfield	$295,000
LIHTC Equity	$5,412,183
City of Milwaukee NSP	$450,000
HOME	$300,000
Deferred Developer Fee	$175,969
Total Sources	**$8,535,152**

ACQUISITION + REHABILITATION | PUBLIC HOUSING REDEVELOPMENT | SPECIAL NEEDS + SUPPORTIVE HOUSING | SENIOR HOUSING + GRANDFAMILY | NEW CONSTRUCTION

Since 1984, Gorman & Company has specialized in downtown revitalization, historic preservation, mixed-use, live-work, workforce housing, neighborhood transformations, and preservation of affordable housing options. We have been recognized as one of the nation's 'Top 50 Affordable Housing Developers' by Affordable Housing Finance Magazine and regularly received local and national recognition for our developments.

Our team has a proven record of accomplishment of cultivating successful partnerships with a wide range of groups including municipalities, corporations, housing authorities, nonprofit organizations, private investors, businesses, and community stakeholders. We bring with us our ability to assemble a wide array of resources necessary to tackle challenging development projects all while maintaining the community vision.

Of the 160+ projects that we have completed, we have never had a foreclosure, never defaulted, and never had a general partner replaced by the investor. We stand by our commitments. When we receive an RFP award, we enthusiastically deliver on our promises.

THE GORMAN TEAM

As Gorman & Company is a fully integrated firm, it is our intent to utilize our full platform including development, design, general contracting, and portfolio management. All team members are available to start work immediately.

BRIAN SWANTON | PRESIDENT & CEO

Brian Swanton transitioned into the role of President & Chief Executive Officer for Gorman & Company in 2018, after serving as the Arizona Market President since 2008. During his tenure as Arizona Market President, Mr. Swanton led a multi-disciplinary team that designed and constructed over 1,000 units of new housing across the State with an emphasis on permanent supportive housing for families, seniors, veterans, and chronically homeless populations in both urban and rural locations. Mr. Swanton also redeveloped some of the first public housing units in the country using HUD's Rental Assistance Demonstration (RAD) program. As President & CEO, Mr. Swanton oversees all of Gorman's business units, including design, construction, development, property & asset management, and administration. Prior to joining Gorman, Mr. Swanton held various leadership positions in the non-profit sector, where he directed the preservation and construction of over 2,300 units of housing in 29 residential communities across Arizona and successfully refinanced and/or repositioned 1,702 units of existing affordable housing. Mr. Swanton also spent eight years of his career in the public sector, having served as the Housing Development Manager for the City of Scottsdale, as well as other positions in housing and community development with the City of Glendale, AZ, the Arizona Department of Housing, and the City of Quincy, MA.

Mr. Swanton holds a Master of Public Administration and a Bachelor of Science in Urban Planning, both from Arizona State University where he has taught graduate and undergraduate courses in housing finance and neighborhood revitalization. Brian is also certified as a Housing Development Finance Professional by the National Development Council. Brian is the past Chairman of the Board of Directors for the Arizona Housing Alliance, Arizona's only statewide affordable housing advocacy organization, guiding that organization through a merger with the Arizona Coalition to End Homelessness in 2017. Brian continues to serve on the Board of the newly merged organization, the Arizona Housing Coalition. Brian is also an active member of Greater Phoenix Leadership, the Arizona Multihousing Association, the Housing Advisory Group (HAG), the Affordable Housing Developers Council (AHDC), and the Affordable Housing Tax Credit Coalition where he advocates on the federal, state, and local levels to advance affordable housing resources across the U.S.

MIKE REDMAN | CFO & COO

Mike joined Gorman & Company in 2014 as the Corporate Controller. He directly supervises all aspects of the accounting department including oversight of the budget process, tax preparation, and audit. He brings to Gorman & Company many years of diverse work experience from such industries as hotel development and management, construction, retail, and transportation. His background includes being a member of corporate leadership teams and serving in various leadership roles such as CFO, Controller, and Vice President – Finance. Mike holds a degree from Upper Iowa University and is a Certified Public Accountant. He is a member of the AICPA and WICPA and has served on boards of not-for-profit organizations.

DEVELOPMENT TEAM

TED MATKOM | WISCONSIN MARKET PRESIDENT

Ted Matkom has held the role of Wisconsin Market President over the past 10 years with Gorman & Company and has also served as General Counsel for the past thirteen years. Ted has a wealth of experience in developing both residential and commercial real estate. He served five years on the board of directors for Menomonee Valley Partners, the non-profit development entity designated to revitalize Milwaukee's Menomonee Valley industrial park. For the past 8 years, Ted has been President of The Corridor, Inc., a nonprofit organization that has been charged with helping to redevelop the "30th Street Corridor" in the heart of Milwaukee. He has also been appointed for the past six years to the Board of Directors for the Milwaukee Area Workforce Investment Board, Inc.

Ted has a Bachelor of Arts in International Relations and Political Science from the University of Wisconsin-Madison, and a Doctorate of Law from Marquette University.

MEGAN SCHUETZ | DIRECTOR OF DEVELOPMENT

Megan has nearly 20 years of experience in affordable housing development. In her previous role she was responsible for planning, overseeing and successfully completing complex multi-family housing development projects. She successfully completed real estate development projects catering to people with disabilities. Megan brings expertise evaluating potential development projects for design, financial, and market feasibility to the Public Housing and Wisconsin teams. The breadth of her experience in affordable multifamily development extends from negotiating development agreements, securing municipal entitlements, identifying, and securing financing sources, and preparing financing applications for subsidies such as HOME, CDBG and FHLB AHP financing, Section 42 Tax Credits, and Tax Incremental Financing. Megan previously served as Gorman's Development Associate, managing development teams and processes in Gorman's Arizona, Wisconsin, Illinois, Florida, Arkansas, Mississippi, and Louisiana markets.

DUANE BUSCHER | SENIOR FINANCIAL ANALYST

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

JORDAN MACK | DEVELOPMENT COORDINATOR

Jordan Mack began working at Gorman & Company to assist the Wisconsin Market President in coordinating documentation and due diligence items for various developments in the Wisconsin market. Jordan holds a Bachelor of Business Administration from the University of Wisconsin – Madison in Real Estate & Urban Land Economics and Finance, Investment & Banking.

GORMAN ARCHITECTURE

Gorman Architectural was formed in 1998. It has designed many innovative affordable multifamily developments across the nation. Gorman's architects have specialized in historic adaptive reuse; mixed use, mixed income; and the preservation of existing affordable housing. Projects designed by Gorman Architectural have won numerous awards and have attained the highest standards of sustainable/green design and accessible design.

Gorman Architecture designs projects with the intention of creating a sense of community, vitality, and openness. Thoughtful and careful arrangement of the main functions is paramount to a successful project. Gorman's integrated design process includes high efficiency, healthy building, low-impact development techniques, and the incorporation of natural, social, and cultural elements in the design. Working with stakeholders and future residents allows us to tailor amenities to accommodate not only required activities but to find the overlap or synergistic opportunities planned facilities provide. We also design for energy efficiency and ease of maintenance. We manage a great many residential projects and have learned a lot about upkeep and maintenance.

RAFAEL TUDOR | DIRECTOR OF ARCHITECTURE

Rafael Tudor recently joined Gorman & Company as Director of Architecture. Rafael was born in Romania but grew up in Chicago. Growing up in Chicago, experiencing all the great aspects of the city, gave him a keen interest in architecture. He went on to study at Architecture at Illinois Institute of Technology (IIT). After graduation from IIT, Rafael went to work for a real estate developer where he learned a great deal working in a firm that housed development, design, construction, and property management. He then went on to study Real Estate Development because of the influence working for a vertically integrated company. That helped him piece together design, construction, and development into one. Rafael has a deep appreciation for residential and mixed-use design. He believes it is the most personal type of design that an architect can take on. Rafael was most excited to join Gorman & Company as they work to provide solutions to the country's growing housing crisis. He is very thankful to be able to help create shelter and solutions Gorman & Company's residents.

DANIEL KORNAUS | LEAD ARCHITECT

Daniel Kornaus is a registered architect in the State of Wisconsin, with 10+ years of experience in the field of low-income housing design and construction. In his time with Gorman & Company, Daniel has worked extensively in multiple project types across several states, including wood-framed new construction, acquisition rehab, and historic adaptive reuse, on projects ranging from single-family homes to large, multifamily apartments and hotels. Daniel is particularly interested in the preservation of affordable housing and in sustainable practices in design. After initially joining the Gorman Team in 2011 as an intern while attending graduate school, Daniel now serves as the lead architect for Gorman's Wisconsin portfolio. Daniel received his Bachelor and Master of Architecture degrees from the University of Wisconsin-Milwaukee.

GORMAN GENERAL CONTRACTORS

Gorman General Contractors, LLC serves as General Contractor on Gorman & Company development projects. The company believes that the best way to ensure high quality and timely construction is to build its own projects. This level of accountability leads to greater attention to detail and the ability to support each construction phase. Gorman continually improves its construction practices with each successive development because everything is done in-house. Gorman General Contractors, LLC has constructed 50+ multifamily communities and has often led the way with communities and with State Housing Authorities in establishing higher targets for minority and emerging sub-contractors. Because it continues to build superior relationships with strong subcontractors, Gorman General Contractors, LLC can achieve top quality results and often finishes its projects ahead of schedule. Gorman's construction team consists of project managers, on-site field superintendents, and a Director of Construction - all of whom daily oversee work in progress. When challenges arise on the job site, Gorman General Contractors is positioned to quickly resolve issues through close collaboration with its in-house architectural staff.

ROB PADLEY | VICE PRESIDENT OF CONSTRUCTION

Rob Padley has over three decades of experience in construction management roles, starting his career as a Field Superintendent and quickly ascending to the role of Project Manager. His background and field experience are important components when performing critical project functions such as conceptual estimating, scheduling, establishing comprehensive scopes of work, contract negotiation, field quality reviews and complete budget oversight.

TOM JONES | DIRECTOR OF CONSTRUCTION OPERATIONS

Tom has over 20 years of overall experience in design, project management, budgetary and competitive estimating, space planning, on-site construction, and customer relations. Tom's project experience includes single family homes and developments, multi-family, senior living, and office tenant improvements. As the Director of Preconstruction at Gorman & Company, Tom provides facility assessments, budgets (both conceptual and hard) and value engineering on projects for all Gorman & Company's markets. Attention to detail and precision estimates help Tom to ensure the success of projects. Tom attended MATC and holds a Residential Design degree along with having a Wisconsin Dwelling Contractors License and a State of Wisconsin Certified UDC Construction Building Inspector License.

Gorman & Company formed its property management division in 1991. Gorman & Company manages 60+ apartment communities, totaling over 6,000 units. Controlling our management company within the Gorman & Company umbrella allows us to customize our tenant selection criteria to our specific target population while conforming to investor and Section 42 compliance regulations. Gorman & Company also provides Asset Management services for projects. The scope of services provided by Gorman for asset management includes asset financial monitoring, performance review, tracking loans and reimbursements, stakeholder reporting, and reserve tracking. Asset management also tracks month to date, year to date, and quarterly NOI and DCR (Debt Coverage Ratio) tracking. They also review and approve budgets for assets.

LAURA NARDUZZI | SENIOR VICE PRESIDENT OF OPERATIONS

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

She directly oversees the operations of Gorman & Company's management division as well as supervises several corporate functions including facilities, marketing, training, and compliance. She works closely with the third-party management companies ensuring Gorman & Company's standards are synonymous across all markets. Laura works closely with Development, Design and Construction in the development process to insure strong viability and long-term sustainability.

KYLE CULOTTA | DIRECTOR OF ASSET MANAGEMENT

Kyle joined Gorman & Company in 2018 as the Director of Asset Management. In his role he is responsible for developing and maintaining strategic asset management, financial management and risk management activities for the company's portfolio. In his role, he oversees portfolio performance, stakeholder reporting, and insurance administration. Working with external and internal partners, his responsibilities include multi-state oversight of third-party management companies, capital planning, and refinancing/disposition of assets.

Prior to joining Gorman, Mr. Culotta most recently worked with the Wisconsin Housing and Economic Development Authority where he was responsible for overseeing the Authority's Tax-Exempt Bond Portfolio. He has over 10 years of experience in asset management, valuation, development, acquisition/disposition and the aggregation and deployment of capital for high density multifamily, office, hotel, and retail properties. Mr. Culotta received his bachelor's degree in Economics as well as his MBA with an emphasis in Commercial Real Estate Finance from the University of Colorado's Leeds School of Business.

JBS REDEVELOPMENT RFP RESPONSE

DEVELOPMENT FIRM

Revel49
215 N. Water Street
Milwaukee, WI 53202

POINT OF CONTACT

Collin Price
Managing Partner
collin@revelinvestments.com
(608) 772-8848

Revel49

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Revel49

March 29, 2024

City of Green Bay
Community & Economic Development Department

Attn: William Peters

100 N Jefferson St, Room 608
Green Bay, WI 54301
Will.Peters@greenbaywi.gov

Dear Mr. Peters,

Revel49, a next generation Indigenous development company, is pleased to submit its response to the Redevelopment Authority of the City of Green Bay's "JBS Redevelopment Site" RFP.

We believe our experience and proven track record of projects like The Broadacre, a medium-density housing community in Oak Creek, and Ho-Chunk Nation Village West LIHTC Apartments in Baraboo, make us a great fit and uniquely qualified to execute the vision of the JBS Redevelopment site.

With a commitment to sustainability, community engagement, and artistic integration, we believe our proposal complements the city's project goals and vision. If selected, Revel49 is committed to delivering a high-quality, innovative development in a timely and efficient manner that could make a lasting impact on the community for years to come.

Thank you in advance for your consideration.

Collin Price
Managing Partner
Revel49

215 N. Water Street
Milwaukee, WI 53202

ALIGNMENT WITH STRATEGY

Revel49 is an Indigenous-led real estate development firm poised to align seamlessly with the goals and objectives outlined in the RFP issued by the Redevelopment Authority of the City of Green Bay. With a commitment to sustainability at our core, we are dedicated to crafting environmentally conscious developments that not only meet the city's need for residential growth but also embody the spirit of cultural inclusivity and community vitality.

By focusing on utilizing sustainable materials, implementing high-performance systems, and catering to the missing middle demographic, we aim to create a transformative housing project that not only enhances the fabric of the neighborhood but also reflects our shared vision for a vibrant and resilient future.

SAFETY FIRST

Our approach aligns seamlessly with the city's safety objectives, as we proactively engage with local law enforcement and commit to fostering a welcoming and secure neighborhood environment. Drawing from his background as a former Wisconsin State Trooper, Managing Partner Collin Price understands the importance of community policing and creating safe spaces for all residents. By prioritizing safety, we aim to address concerns outlined in the RFP by removing underutilized properties with high complaint and police call volumes, thereby contributing to a reduction in neighborhood hazards and enhancing overall security.

Lighting design across the development and walkways is centered on providing safe modes of travel both through and within the development, enhancing visibility and promoting a sense of security for residents and visitors alike. By strategically placing lighting fixtures along pathways, streets, and communal areas, we ensure well-lit environments that facilitate safe navigation during all hours of the day.

PRODUCTIVE PROJECT

Our commitment to high-performance systems ensures that our developments surpass industry standards for energy efficiency, sustainability, and resilience. By incorporating advanced technologies and design strategies, we optimize building performance while minimizing environmental impact, resulting in long-term operational savings and reduced carbon emissions.

In terms of economic impact, our new development will generate substantial property tax revenue on what is currently vacant land, thereby increasing the overall tax base PROVIDE $$ ESTIMATE and contributing to the financial health of the city. The construction and operation of our development will create job opportunities for smart and skilled individuals, fostering economic growth and supporting local communities. Procuring local and minority-owned contractors fosters economic empowerment and inclusivity within the community, ensuring that the benefits of development are distributed equitably. By prioritizing these partnerships, we promote job creation, wealth retention, and diversity in the local economy, ultimately fostering a more resilient and vibrant community.

ACCESSIBLE

Our approach to addressing the city's accessibility goals encompasses several key initiatives. First, we are implementing universal design principles throughout the development to ensure that every unit is accessible to individuals of all ages and abilities. Second, we are creating well-designed pathways that accommodate pedestrians, cyclists, and vehicles, prioritizing safety and ease of access for all modes of transportation. Additionally, our development's strategic location fosters connectivity with surrounding neighborhoods and amenities, including VT Pride Park, enhancing accessibility and promoting community engagement for residents of diverse backgrounds and abilities.

ALIGNMENT WITH STRATEGY
CONTINUED

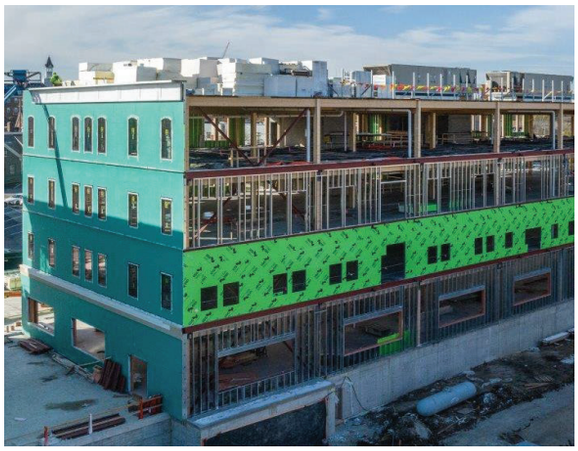
INNOVATION & SUSTAINABILITY

Our incorporation of a hybrid mass-timber component in every building type throughout the development represents a forward-thinking and environmentally conscious approach to sustainable construction. By integrating this innovative material into our building designs, we not only contribute to the rehabilitation and modernization of the built environment but also significantly enhance the overall performance and value of the structures.

In addition to our innovative use of mass timber, we are embracing biophilic design principles throughout the development, further enriching the living experience for residents and enhancing the overall sustainability of the community. By integrating elements of nature into our design, such as green spaces, native gardens and landscaping, natural light, and organic materials, we create environments that foster physical and psychological well-being while reducing environmental impact.

Biophilic design not only promotes a deeper connection to nature but also enhances air quality, reduces stress levels, and increases productivity, contributing to the overall health and happiness of residents. Furthermore, incorporating biophilic elements into our development aligns with the city's goal of creating dynamic and forward-thinking spaces that prioritize the well-being of residents and the surrounding environment.

We are dedicated to enhancing the cultural vibrancy of the development by engaging local artists to create unique public art installations throughout the neighborhood. These artistic elements not only contribute to the aesthetic richness of the environment but also foster a sense of identity and pride among residents.



Our commitment to sustainability extends to our construction practices, ensuring that we build brand-new structures using safe and responsibly sourced materials.

By employing environmentally conscious construction methods, we not only mitigate potential environmental contamination but also enhance the physical landscape, contributing positively to soil, water, and air quality. Our stormwater design approach takes an environmentally first stance, aiming to protect nearby wetlands and minimize the impact on city infrastructure. Through innovative stormwater management techniques, we strive to reduce the burden on public water, sewer, and stormwater systems, thereby reinforcing the city's efforts to strengthen and expand utility infrastructure while preserving natural ecosystems.

DESIGN & USE

Our approach to the development was to adhere to the proposed site plan as close as possible. Our approach to Phase 1's "housing laboratory" is to incorporate multiple unit types that are unique to the market. We anticipate these units will be well received and our lease-up will spur Phase 2 development with additional units.

Amenities & Features

- Exposed Mass Timber
- High efficiency appliance packages
- Water saving fixtures
- Bike storage
- Package delivery room
- Walking Path
- Dog Park
- Community Center & Gardens
- Dog Wash Stations
- Underground Parking
- EV Chargers
- Solar Panels
- Coworking Space
- Pickleball Courts
- Playground

PHASE 1

Three (3) Multifamily buildings consisting of 94 total units

Our smaller unit multifamily units are uniquely positioned to appeal to individuals and small families seeking quality housing at affordable rates. With rents set at or below those of similar units in the market, we prioritize accessibility and affordability without compromising on quality or comfort.

One distinctive feature of our units is the incorporation of exposed mass timber elements, which not only add architectural character but also contribute to a sense of warmth and natural beauty within each living space. Beyond aesthetic appeal, these elements offer tangible health benefits to our residents, promoting a holistic sense of well-being by creating a connection to nature and fostering a healthier indoor environment.

By offering smaller unit sizes, we cater to the evolving needs and preferences of modern households, providing a practical yet stylish housing option that meets the demands of urban living. Our commitment to affordability, coupled with the integration of sustainable and health-conscious design elements, ensures that residents can enjoy a high quality of life without exceeding their budgetary constraints.

- 1BR Units
- 1BR with Den
- 2BR Units
- 2BR with Den

Five (5) Single family homes

Our 1200-1500 sq ft single-family homes are meticulously crafted with a focus on affordability, specifically tailored to meet the needs of new homebuyers. By strategically reducing square footage while maintaining quality construction and thoughtful design, we ensure that these homes are accessible to a broader range of buyers, including those entering the housing market for the first time.

In addition to offering affordable homeownership opportunities, these homes provide numerous benefits for underrepresented communities. Homeownership not only fosters financial stability and wealth accumulation but also promotes a sense of pride, belonging, and community investment. By expanding access to homeownership in these communities, we contribute to greater equity and empowerment, helping to bridge the gap in wealth and homeownership disparities.

Eighteen (18) Multigenerational Townhomes

Our large 2500 sq ft townhome units are designed with a specific focus on multigenerational households, recognizing the unique needs and dynamics of these families. Unlike many existing homes, which often compromise functionality for multigenerational living, our units are purposefully crafted to provide ample space and accommodations for this growing household type.

Each townhome unit is thoughtfully planned to offer expansive living areas, multiple bedrooms, and flexible living spaces that can be adapted to suit the diverse needs of multigenerational families. Whether it's providing separate living quarters for grandparents, designated areas for children to study and play, or spacious communal areas for family gatherings, our units prioritize comfort, convenience, and inclusivity.

By catering specifically to multigenerational households, we aim to alleviate the challenges often associated with finding suitable housing for extended families. Our townhome units offer a harmonious blend of functionality and comfort, empowering multigenerational families to thrive and flourish within a supportive and welcoming environment.

DESIGN & USE
CONTINUED

Boulevard

- Activity space with ample seating
- Public art displays
- Firepits
- Pet-friendly space
- Stormwater Swales

Urban Farm & Community Center

Our community center concept features a mass timber versatile space that goes beyond traditional agriculture, offering a flexible open concept that can accommodate a variety of activities, including educational workshops, food demonstrations, and community events. With a focus on sustainability and community engagement, the farm serves as a hub for learning, collaboration, and celebration.

Our preliminary discussions with non-profit organizations have resulted in expressed interest in programming the space to support initiatives such as Indigenous food sovereignty, community gardening, and farm-to-table practices. By partnering with these organizations, we aim to foster connections between residents and their food sources, promote healthy eating habits, and empower community members to actively participate in food production and distribution.

Through a combination of hands-on workshops, cultural events, and collaborative projects, the urban farm becomes more than just a source of fresh produce—it becomes a vibrant center for education, empowerment, and community building. By embracing diverse perspectives and initiatives, we cultivate a dynamic and inclusive space that reflects the rich tapestry of our community's values and aspirations.

PHASE 2

Twenty (20) Townhomes

Nineteen (19) Single Family Homes

Missing Middle Housing

Our diverse unit types and affordable rents cater to the expanding "missing middle" demographic. Housing experts define the "missing middle" as a range of housing types that typically fall between single-family homes and large apartment buildings in density, scale, and affordability. The term "missing middle" highlights the gap in the housing market for these mid-density, moderately priced housing options, which are often in high demand but insufficiently supplied in many urban areas.

With rents at or below average rates, our development offers quality finishes and amenities without luxury price tags. We carefully select materials and building components to deliver superior quality while preserving the upscale aesthetic of high-end apartments.

Parkitecture

Parkitecture

ANGUS-YOUNG
ARCHITECTS/ENGINEERS

City of Green Bay - JBS Site
MARCH 29, 2024

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INVESTMENT

PROJECT UNIT BREAKDOWN

Unit Type	Units	Mix %	Unit Size SF	Max Net Rent (80% AMI)	Projected Net Rent	Projected Net Rent (At Market)	Ratio of Net Rents to Achievable Market Rents	Per SF
1BR		0%	700		$1,225	$1,299	94%	$1.75
1BR Affordable	32	34%	700	$1,433	$1,225	$1,299	94%	$1.75
1BR w/Den	26	28%	800		$1,272	$1,299	98%	$1.59
1BR w/Den Affordable		0%	800	$1,433	$1,264	$1,299	97%	$1.58
2 BR	18	19%	950		$1,615	$1,902	85%	$1.70
2 BR Affordable		0%	950	$1,720	$1,615	$1,902	85%	$1.70
2 BR w/Den	18	19.1%	1400		$1,890	$1,902	99%	$1.35
2BR w/Den Affordable		0.0%	1400	$1,720	$1,890	$1,902	99%	$1.35
Total / Average	**94**	**100%**	**962.5**	**$1,577**	**$1,500**	**$1,601**	**94%**	**$1.60**

The total project costs for our development amount to approximately $49,081,000, encompassing both soft and hard costs. This figure includes expenses associated with the community center, urban farm, playground elements, arts initiative, and the boulevard, reflecting our commitment to creating a holistic and vibrant living environment. Despite facing challenges such as rising construction costs and a high-interest-rate environment, we are committed to exploring options that help reduce costs and ensure efficient capital utilization.

INVESTMENT
CONTINUED

PRO-FORMA MODEL

	Pre-development / Construction		Construction		
Year	**Year 0**	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Period end	**4/30/25**	**4/30/26**	**4/30/27**	**4/30/28**	**4/30/29**
PGI from apartments		-	-	2,436,516	2,509,611
PGI from town homes		-	-	604,800	622,944
Total potential gross revenue	**-**	**-**	**-**	**3,041,316**	**3,132,555**
Vacancy		-	-	152,066	156,628
Credit loss		-	-	60,826	62,651
Effective gross income		**-**	**-**	**2,828,424**	**2,913,277**
Other income		-	-	417,600	425,952
Total revenue		**-**	**-**	**3,246,024**	**3,339,229**
General operating expenses		-	-	848,527	873,983
Management fee		-	-	226,274	233,062
Project holding costs		150,000	150,000	-	-
Total operating expenses		**150,000**	**150,000**	**1,074,801**	**1,107,045**
Net operating income		**(150,000)**	**(150,000)**	**2,171,223**	**2,232,183**
NOI margin				*66.9%*	*66.8%*
Principle payment		-	-	-	-
Interest payment		2,393,913	2,368,684	2,341,631	2,312,622
Total debt payment		**2,393,913**	**2,368,684**	**2,341,631**	**2,312,622**
Cash flow after debt service		**(2,543,913)**	**(2,518,684)**	**(170,408)**	**(80,439)**
Margin		*0%*	*0%*	*0%*	*0%*
Construction costs	(49,081,000)				
Tax credits & grants	9,816,200				
Sale price					
Sale costs					
Unlevered cash flow	**(39,264,800)**	**(150,000)**	**(150,000)**	**2,171,223**	**2,232,183**
Loan proceeds	34,356,700				
Loan fees	(515,351)				
Loan payoff					
Levered cash flow	**(5,423,451)**	**(2,543,913)**	**(2,518,684)**	**(170,408)**	**(80,439)**
Unlevered cash on cash return		-0.4%	-0.4%	5.5%	5.7%
Levered cash on cash return		-6.5%	-6.4%	-0.4%	-0.2%
DSCR		(0.06)	(0.06)	0.93	0.97

PRO-FORMA MODEL CONTINUED

Year 5 4/30/30	Year 6 4/30/31	Year 7 4/30/32	Year 8 4/30/33	Year 9 4/30/34	Year 10 4/30/35	Year 11 4/30/36
2,584,900	2,662,447	2,742,320	2,824,590	2,909,328	2,996,607	3,086,506
641,632	660,881	680,708	701,129	722,163	743,828	766,143
3,226,532	**3,323,328**	**3,423,028**	**3,525,719**	**3,631,490**	**3,740,435**	**3,852,648**
161,327	166,166	171,151	176,286	181,575	187,022	192,632
64,531	66,467	68,461	70,514	72,630	74,809	77,053
3,000,675	**3,090,695**	**3,183,416**	**3,278,918**	**3,377,286**	**3,478,605**	**3,582,963**
434,471	443,160	452,024	461,064	470,285	479,691	489,285
3,435,146	**3,533,856**	**3,635,440**	**3,739,983**	**3,847,571**	**3,958,296**	**4,072,248**
900,202	927,209	955,025	983,676	1,013,186	1,043,581	1,074,889
240,054	247,256	254,673	262,313	270,183	278,288	286,637
-	-	-	-	-	-	-
1,140,256	**1,174,464**	**1,209,698**	**1,245,989**	**1,283,369**	**1,321,870**	**1,361,526**
2,294,889	**2,359,391**	**2,425,742**	**2,493,994**	**2,564,203**	**2,636,426**	**2,710,722**
66.8%	*66.8%*	*66.7%*	*66.7%*	*66.6%*	*66.6%*	*66.6%*
-	-	-	-	-	-	
2,281,517	2,248,162	2,212,397	2,174,046	2,132,923	2,088,826	
2,281,517	**2,248,162**	**2,212,397**	**2,174,046**	**2,132,923**	**2,088,826**	
13,373	**111,229**	**213,345**	**319,948**	**431,280**	**547,600**	
0%	*3%*	*6%*	*9%*	*11%*	*14%*	
					49,285,852	
					(2,464,293)	
2,294,889	**2,359,391**	**2,425,742**	**2,493,994**	**2,564,203**	**49,457,985**	
					(34,356,700)	
13,373	**111,229**	**213,345**	**319,948**	**431,280**	**13,012,459**	
5.8%	6.0%	6.2%	6.4%	6.5%	6.7%	
0.0%	0.3%	0.5%	0.8%	1.1%	1.4%	
1.01	1.05	1.10	1.15	1.20	1.26	

INVESTMENT
CONTINUED

FINANCIAL GAP

In our proposal, we've identified a crucial gap between the total project costs and our desired return metrics for the mixed-income housing development. To address this challenge, we believe collaborative solutions with the City are essential. One option we propose is negotiating reduced land purchase costs, either through lowered prices or incentives such as land grants or subsidies. Additionally, we seek the City's assistance in securing low-interest loans or financing with favorable terms to alleviate some of the financial burden. Exploring Tax Increment Financing (TIF) could also be beneficial, allowing us to reinvest incremental property tax revenue back into the project area.

Addressing the funding gap by seeking financial support from the City, ranging from 10% to 20% of the total project costs, is a viable option worth considering. This percentage range aligns with common practices for public-private partnerships and reflects a reasonable contribution from the City towards the development project. However, the specific percentage within this range should be determined through careful negotiation and consideration of the project's economic impact, community benefits, and the City's budgetary constraints. By collaborating with the City within this proposed range, we can work towards closing the funding gap and ensuring the successful realization of the project while sharing the responsibility for its financial viability.

INCREASED TAX BASE

For the new ground-up mixed-income housing development in Green Bay, consisting of 147 units and with a total project cost of $49 million, the expected tax base generated is approximately $54,575,340. This calculation is based on the city's tax rate of $7.58 per $1,000 of assessed value. The assessed value of the construction is estimated at $371,420, and when multiplied by the number of units, it yields the total assessed value for the project. This projected tax base reflects the potential contribution of the development to the city's tax revenue once completed.

We have developed a comprehensive Microsoft Excel model containing detailed financial projections and analyses for our project, providing a thorough overview of the investment's feasibility and potential returns. Additionally, we possess additional financial documents, including proof of funds, which validate our ability to fund the project. Should we advance in the process, we are more than willing to share and discuss these documents to facilitate transparent and informed decision-making.

FIRST FEDERAL BANK

March 25, 2024

Re: Revel Investments

To Whom It May Concern:

Through multiple entities, Revel Investments holds multiple deposit and loan accounts with First Federal Bank and all accounts are in good standing. The relationship includes financing for a ground-up multi-family construction project that is now stabilized.

Revel Investments has been a client in good standing since 2021.

If you have any questions, please don't hesitate to contact me at 262-788-9800.

Sincerely,

Andrew M. Narr

Digitally signed by Andrew Narr
Date: 2024.03.25 17:33:43 -05'00'

Andrew M. Narr
SVP – Commercial Banking
First Federal Bank of Wisconsin

BROOKFIELD MILWAUKEE WAUKESHA
PO BOX 1198 WAUKESHA, WI 53187 WWW.FFBWI.COM 800.556.1234 262.542.4448
Member FDIC

CAPACITY AND EXPERIENCE

Our 24-month timeline for phase 1 encompasses planning to tenant move-in, demonstrating our commitment to delivering efficient and timely results.

TIMELINE

Description	Start Date	End Date	Duration
Final RDA Approval		4/9/24	
Contract Negotiations	4/9/24	5/9/24	1 Month
Pre-Development Planning	4/9/24	4/1/25	12 Months
Construction — Phase 1	5/1/25	11/1/26	18 Months
Marketing & Pre-Leasing — Phase 1	8/1/26	4/1/27	8 Months

9538

CAPACITY AND EXPERIENCE
CONTINUED

QUALIFICATIONS & EXPERIENCE

At Revel49, we are proud to be at the forefront of elevating authentic Indigenous culture, art, and perspectives through the built environment. Our approach to real estate development goes beyond bricks and mortar; it is rooted in a deep appreciation for Mother Earth and a commitment to honoring her in every project we undertake.

Through thoughtful design, strategic partnerships, and community engagement, we integrate Indigenous culture and art into the fabric of our developments.

At Revel49, we believe that the built environment has the power to inspire, educate, and unite us. Through our commitment to providing safe, vibrant, and sustainability focused homes, we are not only shaping physical spaces but also creating meaningful connections and lasting legacies that honor the past, celebrate the present, and inspire the future.

Collin Price
Managing Partner

Collin Price is a real estate developer and co-owner of Revel49, leveraging his diverse background and deep commitment to advancing Indigenous communities and economies through housing and economic development initiatives. With a proud heritage as a member of the Ho-Chunk Nation, Collin channels his passion into projects that uplift and empower Indigenous populations and shared communities.

His development portfolio spans a wide spectrum, from a family-owned brick-and-mortar restaurant to affordable housing and large-scale casino resorts, reflecting his versatility and dedication to creating impactful spaces. Prior to his current role, Collin served as the Ho-Chunk Nation Public Relations Officer for seven years, where he honed his skills in community engagement and strategic communication.

Collin's journey of service began as a Wisconsin State Trooper, where he served with honor and distinction for five years, embodying the values of integrity, dedication, and public safety.

Currently pursuing a master's degree in real estate development at Georgetown University, Collin is poised to graduate in Spring 2024.

Collin's contributions extend beyond his professional pursuits, recognized as a recipient of Madison 365's Most Influential Native Americans for 2024. He actively engages with industry peers as a member of the Urban Land Institute (ULI), fostering collaboration and innovation within the real estate community.

Outside of his career, Collin finds joy in family life, sharing his journey with his wife Liz and their three children. With a deep sense of purpose and a commitment to excellence, Collin Price continues to shape the future of real estate development with his leadership and dedication to community empowerment.

Steve Pape
Managing Partner

With over 24 years of experience in real estate investment, leasing, acquisitions, dispositions, and development, Steve Pape brings extensive market knowledge and a wealth of industry relationships. In 2017, he launched a private equity and development group, Revel Investments, focused on acquiring and building institutional-quality real estate assets. Steve's leadership extends to his role as Managing Partner at Revel, overseeing asset management and the creative office / mixed-use and multifamily portfolios.

Previously, Steve served as a principal at Founders 3 Real Estate Services and was a partner and director of brokerage at Greywolf Partners, where he spearheaded the brokerage division.

His career also includes 11 years at Inland Companies (now Colliers) as a partner. Steve holds a Bachelor of Business Administration degree in real estate and urban land economics from the University of Wisconsin-Madison and remains an active member of the Wisconsin Real Estate Alumni Association (WREAA). Steve also served on the executive committee and as board chair for the Commercial Association of Realtors (CARW) from 2014-2019 and he continues to leverage his expertise to contribute to the industry's growth and development.

Beyond his professional achievements, Steve is actively involved in the community, having served serving on the board of directors at Pius XI Catholic High School and supporting fundraising efforts for Children's Hospital of Wisconsin through his charity, Rally for Aly. He is also engaged at St. Jude the Apostle Parish and School in volunteering and coaching.

Recognized as a Milwaukee Business Journal's "40 Under 40" Honoree in 2015, Steve remains committed to driving excellence and impact in both his professional and philanthropic endeavors.

Eric Fors
Director of Development

For 36 years, Eric has managed commercial design/build real estate projects and the complex multidiscipline teams of professionals that conceive and realize projects that support the owner's objectives.

His strengths begin with an inherent ability to visualize the project and convert it to a conceptual medium that can be used by the project team to develop the project without deviating from the original concept unless approved by the owner. Eric built his career working in full service real estate development companies managing wholly owned real estate, design, construction and property management entities across many markets to deliver successful building projects. Beginning as an Assistant Project Manager for Opus North Corporation in Milwaukee, WI and culminating as President of the Redmond Company, in Waukesha, WI, Eric has occupied most positions in a development office that self performs commercial real estate design and construction. Eric increased his area of influence as Director of Construction for Focus Development in Chicago, IL and implemented a facility replacement program for the gas utility in Chicago.

The result of his experience is a strong belief that managing all project decisions against detailed assumptions developed early in the project planning and leveraging opportunities to improve the original assumptions yields successful building projects at reduced risk. With a degree in Architectural Engineering from the Milwaukee School of Engineering, Eric is uniquely positioned to develop project scope, cost and schedule very early in project development with little consultant support.

Risk management begins as soon as the original idea or opportunity can be communicated. Eric has developed and refined simple systems to deliver a project that is consistent with the objectives defined at project concept development.

PROJECT TEAM

Developer
Revel49

General Contractor
Corporate Contractors, Inc.

General Contractor (Interiors)
Mavid Construction

Community Design & Engagement
Parkitecture

Architect
Angus-Young Architects/Engineers

Civil Engineer
Oneida Total Integrated Enterprises

Site Work
Meltz Industries

Concrete
Seven Generation Contractors, LLC

Mass Timber Manufacturer & Consultant
Sterling Structural

Native Landscape Advisor
Wild Ones

DEVELOPMENT PROJECTS

The Broadacre Apartments
Oak Creek, WI

Six65 Apartments
Brookfield, WI

Ho-Chunk Nation Village West LIHTC Apartments
Baraboo, WI

The Broadacre Apartments

LOCATION	COMPLETED	
Oak Creek, WI	2023	118-UNIT MIX OF APARTMENTS AND TOWNHOMES ON 10 ACRES

CLUBHOUSE + FITNESS CENTER + DOG PARK + UNDERGROUND PARKING

Six65 Apartments

LOCATION	COMPLETED	UNITS
Brookfield, WI	January 2022	24

CLUBHOUSE + SOLAR PANELS AND HIGH EFFICIENCY APPLIANCE PACKAGE
+ ROOFTOP DECK + UNDERGROUND PARKING

Ho-Chunk Nation Village West LIHTC Apartments

HO-CHUNK NATION LOW-INCOME HOUSING TAX CREDIT (LIHTC) PROJECT	LOCATION Baraboo, WI	UNITS 40

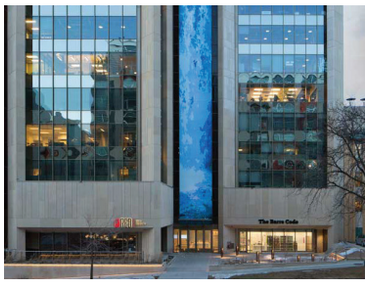
TRUST LAND DEVELOPMENT PROCESS (TRIBAL ZONING LAWS & ENTITLEMENTS)

SUSTAINABILITY FOCUSED CONSTRUCTION

HIGH EFFICIENCY APPLIANCE PACKAGE + UNDERGROUND PARKING + IN-UNIT WASHER & DRYER + COMMUNITY ROOM + PLAYGROUND + COMMUNITY GARDEN + SUPPORTIVE HOUSING SERVICES COMPONENT

ARCHITECT
PROFILE

Angus Young Architects



COMPANY PROFILE

67	63+	5	3	9,329+
Years in Business	Excellent Employees	Principals	Office Locations	Projects since 1956

Angus-Young is a full service architectural, engineering, landscape architecture, and interior design firm providing high quality design solutions, construction documentation, bid management, and construction services. Registered architects, engineers, and interior designers carry out the development of all projects. Our team's involvement starts during initial programming and development of the design and continues through completion of construction.

As a design firm, we bring an innovative and fresh perspective to all of our projects, whether the project is a study, programming and planning, renovation or new construction. We are knowledgeable in all building systems, and we have an interactive approach to working with clients. Our ability to listen to our clients and involve them in the decision making process allows us to develop and produce successful projects for them.

JOE STADELMAN

Principal Architect, President, Project Contact

Joe started at Angus-Young in 1988, became a principal in 1992 and president in August of 2017. His responsibilities include management of the firm's facilities, working with major clients and maintaining the quality and office standards established in the firm.

As lead architect on many projects, Joe oversees building design, project scheduling of staff to meet project deadlines, system coordination with engineering, budget, and quality control.

Joe's experience includes master planning and multi-phased design and construction projects, providing schematic design, design development, working drawings, project administration, computer-aided design and drafting, and facility audits. His broad experience with diverse building types provides a strong understanding of client's needs and goals.

REGISTRATIONS/ MEMBERSHIPS

- Architectural Registration: State of Wisconsin, State of Illinois
- Member of the American Institute of Architects
- Member of the Wisconsin Society of Architects
- Member of the National Fire Protection Association
- LEED AP Certification (2007)
- Member of the American Public Works Association
- Member of the Construction Specification Institute
- Member of the National Council of Architectural Registration Boards

EDUCATION

Master of Engineering, University of Wisconsin-Madison (2002)

Bachelor of Science in Architecture, University of Wisconsin-Milwaukee (1987)

SELECTED PROJECT EXPERIENCE

City of Janesville Ice Arena Renovation

Belleville Police Station

Town of Delavan Fire Station

City of Fond Du Lac Public Safety Training Center

City of Beloit Truck Storage Building

Town of Delavan Fire Station

Beloit Fire Station No.2

Family Services Beloit Childcare Transitional Housing

Rock County Highway Division Interior Alternation and Wash Bay Renovation

KARL LUSIS

Architect & Project Manager

Karl has more than 25 years of experience in the Architecture, Engineering and Construction industry. As an enrolled member of the Oneida Nation of Wisconsin, he became one of the first licensed, Native American architects in the State of Wisconsin. He has worked on over $300 million dollars' worth of development across the country. Some of these market segments include housing, retail and gas stations, multi-unit housing, casinos, assisted living facilities and civic structures like community centers, detention and safety facilities, administrative offices and healthcare facilities.

As a project manager Karl has unique experience as he has served on both sides of the contract; as the architect, and as the owner's representative of an institution. He brings a good balance of solid design solutions with a recognition of client's design budgets. Karl's diverse experience helps him bring different perspectives and solutions from other occupancies.

REGISTRATION/MEMBERSHIPS

Licensed Architect, Wisconsin #9516

Associates in Commercial Real Estate (ACRE) – Marquette University

Member of Hales Corners Lutheran Church

Board of Directors – American Indian Construction and Trade Association (AICTA)

Board of Directors – Type 1 Diabetes Charity Organization

EDUCATION

Bachelor of Arts in Architecture, University of Wisconsin - Milwaukee (1996)

Associates in Commercial Real Estate, Marquette University (2008)

SELECTED PROJECT EXPERIENCE

**completed with previous employers*

Elder Village Housing Development – 12 houses, replicating 4 designs by Karl Lusis (Oneida, WI) *

Lac Vieaux Desert Band of Lake Superior Chippewa - New housing development with 3 house designs. (Watersmeet, MI) *

Ho-Chunk - Dells Dam Community Center (Nekoosa, WI) *

Ho-Chunk - Wak Sik Ma Community Center (Tomah, WI) *

Vineyard Terrace Development - Cross Development (Milwaukee, WI)

Bad River Band of Lake Superior Chippewa - New Community Center and Bad River Housing Authority Offices (Odanah, WI)

STEVEN GENIN

Principal Mechanical Engineer

Steven has more than 10 years of experience at Angus-Young. As a lead mechanical engineer Steven works closely with other design disciplines to create cohesive building design. This includes designing mechanical systems for office buildings, retail facilities, educational facilities from elementary through college, medical including hospitals and clinics, industrial and manufacturing facilities, as well as municipal and transportation facilities. He has designed high- and low-pressure steam, hot water, chilled water, refrigeration systems, and various air handling systems. He has performed facility analyses for energy efficiency improvements and budgeting for chiller and boiler plants. Focusing on the design and modification of new and existing systems, he works to balance energy consumption, life-cycle cost, and comfort to meet the needs of each individual client. Steven consults and coordinates building mechanical systems from initial conceptual planning stages through construction.

REGISTRATIONS/MEMBERSHIPS

State of Wisconsin Professional Engineer – WI #46017-6

State of Illinois Professional Engineer – IL #062.070297

Madison Chapter of American Society of Heating, Refrigerating and Air Conditioning Engineers

The Government Relationship Council (GCR)

EDUCATION

Bachelors of Science degree in Mechanical Engineering, University of Wisconsin-Platteville (2013)

Masters of Business Administration, University of Wisconsin-Whitewater (2015)

SELECTED PROJECT EXPERIENCE

Dodge County Jail Chiller Replacement

Dodge County Jail Roofing Renovation

University of Wisconsin-Whitewater Field-house AHU Renovation

City of Juneau Sheriff Department HVAC Upgrades

Rock County Courthouse Cooling Tower Replacement

Waukesha County Administration Building Pump Replacement

Rock County DPW Ventilation Upgrades

Dodge County Air Handling Unit Updgrades

Dodge County Air Cooled Chiller Replace-ment

MASTERS

NEW APARTMENT COMPLEX

SCOPE

90,302 SF New Building
58 Apartment units

LOCATION

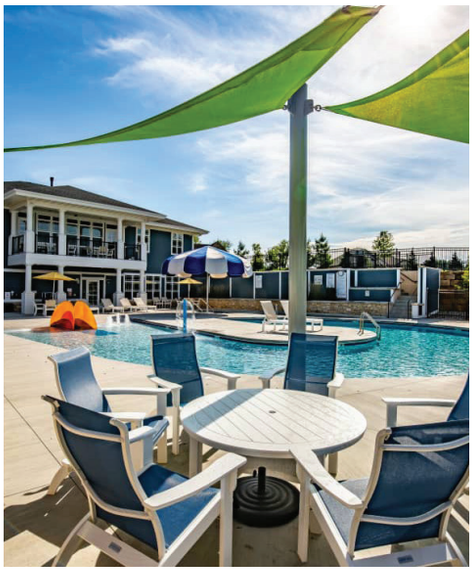
5251 Bishops Bay Parkway
Middleton, WI 53597

CLIENT

T.Wall Enterprises

SERVICES PROVIDED

Architectural
Structural



PROJECT DESCRIPTION

Phase 2 of the Masters Communities at Bishops Bay includes a 58 unit luxury apartment building. Angus-Young utilized a pre-approved schematic design direction developed for Phase 1 to develop the 58 unit apartment complex with parking underground. Parking level construction is non-combustible construction with a pre-cast plank deck above. The residential floors are wood framed construction.

Janesville | Madison | Rockford
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608.756.2326

PELOTON RESIDENCES

NEW APARTMENT COMPLEX

SCOPE

The proposed development consists of 3 buildings of three to six stories surrounding an elevated and landscaped courtyard. The buildings will contain (178) apartment units, 11,541 GSF of commercial (including 1st level of live/work units and 6th level commercial/community space), and (5) live-work units.

LOCATION

1010 -1024 Park Street
Madison, Wisconsin
Intersection of Fish Hatchery and Park St.

CLIENT

T.Wall Enterprises

SERVICES PROVIDED

Architectural
Interior Design
Structural

PROJECT DESCRIPTION

The development provides a commercial space at the “wedge” of the site (corner of Park St. and Fish Hatchery Rd.) and along Park Street, live-work commercial spaces on Park Street and residential uses throughout the remainder of the site.

The design concept of the project reflects on the site history of Bancroft Dairy with a contemporary approach. This site was historically used as a manufacturing industrial use. With the Park Street elevation, we wanted to reflect on that history and provided a contemporary reflection of an “industrial warehouse” feel with large divided light windows, inset balconies with soldier course and row lock brick detailing with awnings at the commercial spaces. Also, we provided exposed steel canopy/sunshade structure at the first level commercial space to further this industrial aesthetic. This warehouse look transitions into a more contemporary focus at the point – the idea being that we are transitioning to an iconic element of the design that doesn’t forget about the neighborhood’s history. This concept was meant to reflect the overall transition of the Park Street Corridor.

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angusyoung.com
608.756.2326

THE GLADE

MULTI-FAMILY DEVELOPMENT

SCOPE

266 Market Rate Apartment Units

LOCATION

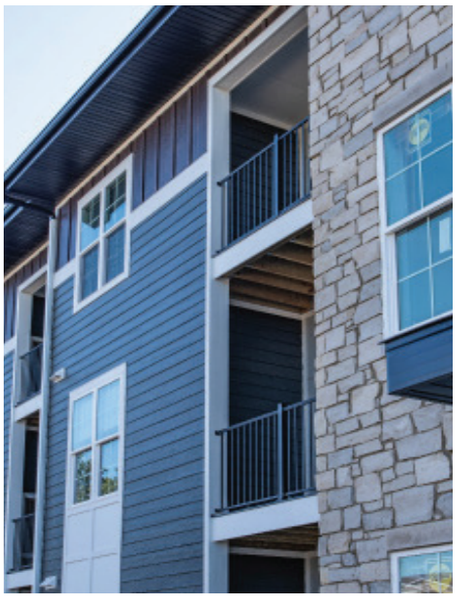
711 Myrtle Way
Janesville, Wisconsin, 53545

CLIENT

Hovde Properties

SERVICES PROVIDED

Architectural
Interior
Site Design/Master planning
Landscaping
Structural
Site Lighting Design



PROJECT DESCRIPTION

Building 1 consists of 33 executive studio and 1 bedroom units. This building includes a business lounge and fitness center. The other 4 buildings are 56 and 57 units, with mixes from Studios to 2 bedroom units. The site was designed around an existing oak tree grove that creates a beautiful backdrop setting for 3 of the buildings. The site grounds are a mixture of open lawn and native prairie.

The development also includes a 3,500 SF clubhouse building consisting of a pool deck, fitness center, community room, and support spaces. The aesthetic of the development follows a contemporary farmhouse feel with high-end finishes and farmhouse details. Exterior materials are a mixture of fieldstone, composite siding, and a mixture of steel and shingled roofing.

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angusyoung.com
608.756.2326

ENGINEER
PROFILE

Oneida Engineering Solutions

OES engineers have over 50 years combined experience doing sustainable site civil engineering projects including stormwater management facilities. This includes LEED certified stormwater management projects in Wisconsin. Our plan would be to study the site constraints and work with the project team to locate stormwater management facilities accordingly. Preference will be given to developing a sustainable "treatment train" rather than placing a single best management practice.

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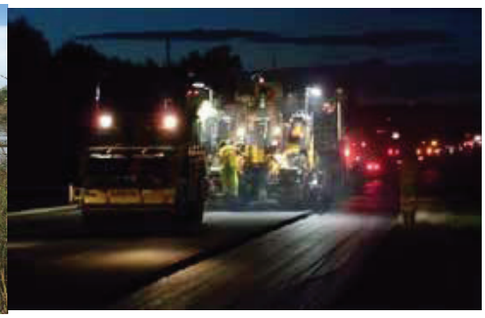
FIRM PROFILE



Our vision is to be a formidable, high-performing and nimble A/E/C firm with a reputation for integrity and innovation, and a mission to preserve, restore, and enhance the natural and constructed environment for future generations.

Oneida Engineering Solutions (OES) is a Native American tribally owned Disadvantaged Business Enterprise (DBE), under the Oneida ESC Group family of companies, each of which is owned by the Oneida Nation of Wisconsin. Originally founded in 1989, OES is an award-winning transportation design, environmental services and diversified engineering services firm dedicated to providing full-service, single-source solutions. OES is known for its technical expertise, quick response time, exceptional performance, high-quality results, and cost efficiency. Our depth of expertise across fifteen offices throughout the United States includes nearly 500 OESC Group professionals including engineers, scientists, and construction personnel. We are capable of providing a multitude of A/E services from field investigations, preliminary analysis and planning, design engineering, community involvement, bidding and award, and construction management.

OES offices in Wisconsin, Illinois and California offer transportation engineering design, construction management, environmental services, municipal engineering, surveying, and natural resources services. OES is experienced and knowledgeable in federal, state, and local regulations and we are a Certified DBE in Wisconsin, California, Florida, Georgia, Illinois, Minnesota, and Texas. We deliver innovative, sustainable, and cost-effective solutions to drive your project to successful completion.

We have extensive knowledge of federal, municipal and commercial operations. In fact, many of our experts are former agency and industry employees. Because of this institutional knowledge, we understand your business focus and leverage that understanding to enhance project outcomes and provide intelligent risk management. We have the ability to quickly and effectively separate real vs. perceived challenges, avoiding potential impact on your financial results and long-term liability.

As a small yet robust engineering and environmental consulting firm, OES quickly and effectively resolves challenges. From our efficient use of resources and proper project/site management to our tailored approach to blighted site remediation, we reduce the cost of site restoration and accelerate closures. OES's long-term successful regulatory relationships will streamline the process and enhance your reputation. We integrate with our customers and their missions – a partnership with a common vision for completed projects.

JOHN THOUSAND, PE, PLS, LEED AP BD+C

SURVEY MANAGER

John is a civil engineer and land surveyor with 26 years of experience in commercial and residential land surveying, subdivision layout and design, site civil engineering and infrastructure design. He is skilled at gathering data from many sources to benefit a creative and accurate design process. John has been the project engineer on several new subdivision design projects. He designed storm water management, erosion control, and preliminary site grading for the development of several subdivisions. His versatility in subdivision design projects provides a comprehensive and integrated design approach for cost-effective project delivery.

John has been a project surveyor on several subdivision projects around southern Wisconsin. He has worked on all aspects of the platting process including pre-design GPS control networks, topographic and boundary surveying, lot layout, creating preliminary and final plats, and construction staking. John has experience performing field to finish laser scanning projects using the FARO laser scanner and software.

John has also designed storm water management systems in compliance with new Wisconsin Department of Natural Resources (WDNR) Storm Water Management Technical Standards. Many of these designs included bioretention systems for total suspended solids (TSS) removal and groundwater recharge.

Stormwater Management Projects

Firing Range Berms & Drainage Design, AFCEC 4PAE08 Contract, Lackland AFB, San Antonio, TX – Project Civil Engineer. Provided engineering design to address storm water drainage problems at shooting ranges located at the Lackland AFB Annex. The design addressed significant flooding from the surrounding terrain and replaced sections of earthen side berms with concrete walls for safety, low maintenance, and cost effectiveness. Firing range design specifications met small arms range requirements of Engineering Technical Letter (ETL) 11-18. Due to the potential for lead particles in the storm water run-off, designed two settling basins to allow settling of suspended solids prior to leaving the firing range. The resulting design achieved project goals while minimizing impact to range operations.

Central Oneida Storm Water and Streetscaping Improvements, Oneida, WI – Project Manager. Led team in creating scope for the Oneida Engineering Department for procuring design services for future infrastructure improvements. Team researched storm water management options with WisDOT to control run-off on a regional level. Provided written report. As prime point of contact, provided project management and coordination between the Oneida Tribe of Indians of Wisconsin, WisDOT, and a subcontractor.

EDUCATION

MS, Land Information Systems through Civil Engineering, University of Wisconsin-Madison, Madison, WI, 1997

BS, Civil Engineering (minor in Land Surveying), University of Wisconsin-Madison, Madison, WI, 1995

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: WI (#37357), 2005, IA (#P24992), 2018

Professional Land Surveyor: WI (#2515), 2000; IL (#035.003730), 2007; ; MN (#58555), 2020

LEED Accredited Professional, Building Design + Construction, 2009

SPECIALIZED TRAINING

OSHA 40-Hour HAZWOPER

OSHA 8-Hour HAZWOPER Refresher

COMPUTER SKILLS

AutoCAD

MicroStation

Autodesk Land Desktop

Autodesk Civil 3D

GPS

GIS

FARO Laser Scanner

Recarga

WinSLAMM

Lambeau Field Atrium Expansion, Green Bay Packers, Green Bay, WI – Project Manager/Civil Engineer. Provided engineering services for a multi-year, multi-phase project to expand the Lambeau Field atrium area. Design rerouting wastewater, water, and storm sewer to make room for the building additions. In one area existing grade was lowered 20 feet to create a new entrance to the building. A major portion of the project was to design water quantity and quality control for the 41-acre stadium parcel. Determined the appropriate sized of a 270,000 cubic foot underground concrete vault to serve as a wet detention basin. This basin decreases peak flow by 67% and removes suspended solids by 67% meeting the City of Green Bay and the State of Wisconsin requirements.

Sands Building, Kalahari Condominiums and Convention Center, Wisconsin Dells, WI – Project Civil Engineer. Designed storm water management design in compliance with new WDNR Storm Water Management Technical Standards. Responsibilities included site layout, site grading and erosion control, and site utilities. Project included site design for the Sands building, a major addition to the convention center, and an associated parking lot. The project required a storm water management plan and design for the entire Kalahari Development. *with another firm*

PACAF Storm Water Assessment, AFCEC 4PAE08 Contract, Eielson AFB, AK; Kunsan and Osan ABs, Korea; Misawa AB, Japan – Civil Engineer. Completed the condition of assessment of storm water conveyance components such as ditches, culverts, inlets, manholes, pipes, and outfalls at Eielson AFB and Kunsan AB. Assigned grades to each component, collected photos to document conditions, and updated mapping locations of each component. Authored reports documenting the condition assessments for Eielson AFB and Kunsan, Osan, and Misawa ABs.

Oneida Facilities

Elder Village Subdivision, Oneida Elder Housing, Oneida Nation of Wisconsin, Brown County, WI – Project Manager/Project Engineer. Provided site engineering design services for all road, utility, and storm water infrastructure, for a new 31-unit residential neighborhood development on the Oneida Nation's property in Brown County.

Green Valley Subdivision, Oneida Family Housing, Oneida Nation of Wisconsin, Brown County, WI – Project Manager/Civil Engineer/Land Surveyor. Provided the site engineering design and construction oversight for the construction of 3,000 feet of new roadway, sanitary sewer, and water main as well as storm water management for a 20-lot residential subdivision on the Oneida Indian Reservation. The roadway portion is funded by the Bureau of Indian Affairs, Indian Reservation Roads program and is designed according to BIA requirements.

KYLE CORNELIUS, PE

TRANSPORTATION ENGINEER

■ **EDUCATION**

BS, Civil Engineering, University of Wisconsin-Madison, 2011

■ **REGISTRATIONS/CERTIFICATIONS**

Professional Engineer: WI (#46106-6), 2018

■ **PROFESSIONAL AFFILIATIONS**

American Society of Civil Engineers

American Indian Science and Engineering Society

■ **COMPUTER SKILLS**

AutoCAD

AutoCAD Civil 3D

Estimator

Bid Express

■ **LANGUAGE SKILLS**

Native American/Oneida Language

Tribal Member of the Oneida Nation

Kyle has 11 years of experience as a transportation engineer working exclusively on transportation projects. He is trained in both construction oversight and transportation design.

As a design engineer, Kyle has been involved with all levels of design from planning through PS&E. Kyle has successfully designed several rubblize/overlay projects. Specific areas of experience include 3D design and analysis, cross section development, earthwork quantity calculations, pavement design, quantity calculations, erosion control and PS&E preparation.

His construction experience has enabled Kyle to consistently provide design plans that are highly constructible. Construction experience includes construction inspection and project documentation of WisDOT highway construction projects. These projects have ranged from rural mill/overlay and resurfacing projects to complex Interstate/MEGA projects. Kyle's ability to communicate with construction team members, interact with contractors, and commitment to detailed construction documentation make him an asset to OES's construction teams and provide WisDOT with a high level of construction inspection services.

Design experience

STH 33, W Mulberry Street to E Village Limits; W City Limts to Lincoln Avenue, WisDOT, Reedsburg – Baraboo; City of Baraboo, Eight Street, WI – Design Engineer. Provided engineering for a 2.5-mile urban pavement replacement of STH 33 through the Village of West Baraboo and City of Baraboo. These projects consist of concrete pavement, concrete curb and gutter, concrete sidewalk, intersection control analysis, storm sewer, sanitary sewer, water main, street lighting, and curb ramps. Specific duties include evaluating horizontal and vertical alignments and profiles, cross-section and surface creation, curb ramp design, developing project estimates, and developing project staging and traffic control.

USH 14, Green Bay Street to Ward Avenue; WisDOT, City of Lacrosse – South Avenue, WI – Design Engineer. Provided engineering for a 1.1-mile urban pavement replacement of USH 14. The project consists of concrete pavement, asphalt pavement, concrete curb and gutter, retaining walls, concrete sidewalk, intersection control analysis, storm sewer, sanitary sewer, water main, street lighting, and curb ramps. Specific duties include evaluating horizontal and vertical alignments and profiles, cross-section and surface creation, curb ramp design, developing project estimates, and developing project staging and traffic control.

STH 19, USH 151 Interchange; WisDOT, Mazomanie – Sun Prairie, WI – Design Engineer. Provided engineering for 0.25-mile reconditioning of STH 19. The project consists of concrete pavement, concrete curb and gutter, signals, curb ramps and storm sewer. Specific duties include coordination

with WisDOT, utilities and local government, evaluating horizontal and vertical alignments, performing intersection control analysis, performing drainage analysis, developing project estimates, developing project staging, and completing pavement design, environmental and design study reports.

I-39/90 MEGA Six-Lane Expansion, Dane/Rock County Line, USH 12/18, WisDOT SW, Madison, WI – Design Engineer. Kyle played a critical design engineer role on this high-profile interstate project. He created plan sheets, environmental and constructability exhibits, cross-sections, typical section sheets and provided cost estimates. OES designed this project as part of a joint venture team preparing plans and specifications for the high profile $230 million expansion. The project started construction in 2020, culminating a 21-mile four-lane to six-lane expansion of I-39/90 through Dane County. In addition, over 20 roadway structures will be built within the interchange.

Construction experience

STH 29 Rehabilitation, Wausau to Wittenberg, CTH J to CTH Q, WisDOT, Marathon County, WI – Construction Inspector. Provided construction inspection for a pavement rehabilitation project that involved the repair and replacement of existing concrete pavement in the eastbound and westbound lanes of STH 29 just east of the City of Wausau. The project included asphalt paving, concrete pavement, concrete pavement partial depth repairs, bridge deck polymer overlays, signing, pavement marking, ramp closure gates, and landscaping/erosion control.

USH 14, Urban & Rural Recondition, WisDOT SW Region, Rock County, Janesville, WI – Construction Inspector. Inspected storm sewer, concrete pavement, asphalt pavement, and grading operations for two projects that upgraded a vital section of USH 14, including reconfiguration of the ramps at the USH 14/IH39 interchange and reconstruction of six major urban intersections. Construction cost was over $10 million.

IH 41 MEGA, IH 41/STH 54 (Mason Street) Interchange, WisDOT NE, Green Bay, WI – Inspector. Inspected highly complex $25 million construction of the Mason Street Interchange and reconstructing one mile of USH 41 from four lanes to six on mainline USH 41 from Ninth Street to Larsen Road. Inspected storm sewer, MSE wall, retaining wall, fence installation, erosion control, electrical, as well as Mason Street and Ninth Street bridge deck pour. Project included bridge demolition and replacement, raze and removal, grading, and the installation of three multi-lane roundabouts, concrete paving, median barrier, lighting, Intelligent Transportation Systems (ITS), retaining walls, storm sewer, and detention ponds.

DAVE YOUNGER, PLS

ENGINEERING SPECIALIST/SURVEYOR

■ **EDUCATION**

AS, Civil Engineering/Public Works Technology, Northeast Wisconsin Technical College, 2001

■ **REGISTRATIONS/CERTIFICATIONS**

Professional Land Surveyor: WI (#2816-8), 2007

■ **COMPUTER SKILLS**

Field Book/Field Manager

AutoCAD Civil 3D

MicroStation

Inroads

Trimble Business Center

AutoTurn

Dave has 21 years of experience in the survey, construction and design of a wide variety of transportation, federal and municipal projects. Dave is a well-rounded surveyor and civil designer and has excellent experience performing inspection duties for WisDOT construction projects.

East Johnson Street Reconstruction, Speedway, City of Madison, WI – Survey Lead. OES responsible for contractor staking on a half mile long, 5 stage reconstruction of East Johnson Street downtown Madison. Lead the construction staking team in laying out over seven thousand feet of curb and gutter, 90 storm sewer structures and 90 electrical structures. Coordinated with the Foreman on a daily basis as well as the resident engineer to ensure the required staking would be completed. Developed best practices to work in and around heavy traffic while maintaining safety for employees and traveling public.

Mulberry Street Reconstruction, McGuire, City of Lake Mills, WI – Survey Lead. OES responsible for contractor staking on a three quarter mile long reconstruction of Mulberry Street and Fargo Street in Lake Mills. Lead the construction staking team in laying out almost seven thousand feet of curb and gutter, 70 storm sewer structures and almost 50 ADA ramps. Developed best practices and QA/QC procedures to ensure highest level of accuracy. Worked with Foreman and resident engineer to schedule staking crew to help keep the project moving forward.

Lathrop Drive / Bascom Hill Survey, DFD, University of Wisconsin - Madison Campus, Madison, WI – Survey Lead. Project consisted of creating a map of the existing conditions of Bascom Hill on the UW Madison Campus for the use in utility repair design. Led the survey team in gathering large amounts of survey data that included over 20,000 points surveyed and record depths on over 200 storm sewer, sanitary sewer and steam structures. Coordinated with Diggers Hotline and private utility companies to ensure all utilities were marked and located on the map. Performed all survey activities with an eye on safety – ensuring pedestrian traffic was not hindered by survey equipment or open manholes.

Roadway Design and Construction 2016 and 2017, Oneida Nation of Wisconsin – Surveyor. Performed topographic survey, design and construction survey for various roadway reconstruction projects. Responsibilities included setting control, measuring all topographic features necessary to facilitate design of the roadways. Responsibilities also included assisting in roadway design and providing construction staking as required by the contractor.

Thornberry Creek at Oneida Golf Course, Oneida Nation of Wisconsin, Green Bay, WI – Surveyor. Project consisted of expanding the parking lot, reconfiguring the driving range, and updates to the maintenance garage at Thornberry Creek golf course in preparation for the LPGA. Responsibilities include setting control and gathering topographic information for the design

of parking lot, driving range and curb and gutter. The updates to the maintenance garage involved designing a parking lot adjacent to Thornberry Creek. Provided extensive coordination with the golf course to ensure minimal disruption to golfers, maintenance staff, and grounds keepers. Also performed construction staking on both the new parking lot and the maintenance garage.

Wak Lik Ma Community Center, Ho-Chunk Housing and Community Development, Mauston, WI – Surveyor. Project consisted of designing a Ho-Chunk Nation community center located on 43rd Street. Provided horizontal and vertical layout of parking, driveway and drainage features. Designed grading and 3D modeling of a storm water pond and swale to provide drainage of the entire site as well as storm water treatment.

Previous experience

Servant Way Regional Storm Water Pond, Village of Bellevue, WI – Civil Designer. Project consisted of constructing a storm water pond located on Servant Way. Created a Transportation Project Plat to create a parcel for the pond. Provided horizontal and vertical layout of storm sewer with special consideration to the needs of future development. Provided pond grading and 3D modeling to ensure grading is limited to the parcel created while maintaining surface area needed to provide treatment needed.

Manitowoc Road Regional Storm Water Pond, Village of Bellevue, WI – Civil Designer. Project consisted of constructing a storm water pond located on Manitowoc Road. Created a Transportation Project Plat to create a parcel for the pond. Performed topographic survey to be used in the design of the pond. Designed pond grading and 3D modeling using gabion walls and gabion weeper to increase storm water treatment time and save space. Also ensured that the grading stayed within the parcel while maintaining the surface area needed to provide the required treatment.

Fire Lane Drive Storm Water Pond, Village of Bellevue, WI – Civil Designer. Project consisted of constructing a storm water pond located at the end of Fire Lane Drive in the Village of Bellevue. Provided topographic survey to be used in the design of the pond. Designed pond grading and 3D modeling using articulated concrete block mats to protect against erosion due to the pond's proximity to a stream known to flood. Provided horizontal and vertical layout of storm sewer with special consideration to wetlands and potential flooding.

Debroux Park Bioretention Swale, Village of Bellevue, WI – Surveyor. Project consisted of constructing a 250-foot long bioretention swale to provide storm water treatment and to reduce storm water velocity before being discharged to a nearby creek. Performed topographic survey to be used in the design of the swale. Designed the horizontal and vertical layout of the swale as well as provided the 3D modeling while limiting tree removal as much as possible.

FIRING RANGE BERMS & AND DRAINAGE DESIGN, LACKLAND AFB

SAN ANTONIO, TX

SERVICES

- Land Surveying
- Stormwater Management
- Firing Range Design

CLIENT

772nd ESS

OES land surveyors performed a GPS field survey of the existing firing range and associated buildings in order to provide a basis for design. OES collected soil borings at the time of the survey since there was unexploded ordnance (UXO) on the range. OTIE UXO professionals were on-site to provide anomaly avoidance support for land survey and soil sample activities. OTIE's project performance included the retrieval of 20 soil samples and the excavation of two berms. OES employees collected field data and compared and combined field data with existing GIS information for the facility to form the basis of design.

OES engineers addressed significant flooding that was experienced where? from the surrounding terrain and replaced sections of earthen side berms with concrete walls achieving improved conditions for safety, low maintenance, and cost-effectiveness. OES employees prepared firing range design specifications that met small arms range requirements of Engineering Technical Letter (ETL) 11-18. Due to the potential for lead particles in the stormwater run-off, OES employees two settling basins to allow suspended solids to settle out of the water prior to leaving the firing range site. OES employees' design achieved design goals while minimizing impact to range operations.

Personnel: John Thousand, P.L.S., P.E., LEED AP BD&C – Civil/stormwater Engineer

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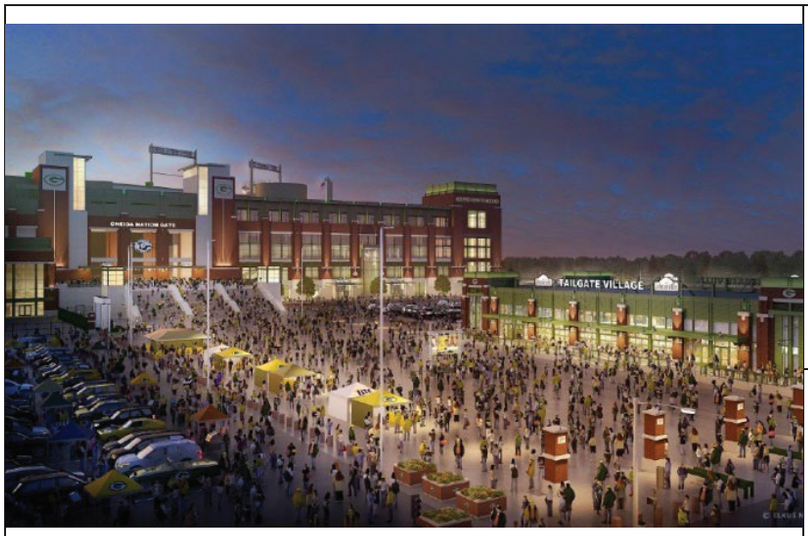
LAMBEAU FIELD ATRIUM EXPANSION AND JOHNSONVILLE TAILGATE VILLAGE, LAMBEAU FIELD

GREEN BAY, WI



SERVICES

- Land Surveying
- Civil Site Design
- Stormwater Management
- Regraded area to provide American Disability Act (ADA) compliant pathways.

CLIENT

Elkus Manfredi Architects

Lambeau Field Atrium Expansion: OES employees provided survey and design services for the multi-year, multi-phase project to expand the Lambeau Field atrium expansion. OES employees designed the required rerouting of wastewater, water, and storm sewer to make room for the building additions. In one area, OES employees lowered the existing grade 20’ to create a new entrance to the building. As a major portion of the project, OES employees designed water quantity and quality control for the 41 acre stadium parcel. OES engineers designed a 270,000 cubic foot underground concrete vault to serve as a wet detention basin. This basin decreases peak flow by 67% and removes suspended solids by 67% meeting the City of Green Bay and the State of Wisconsin requirements.

Johnsonville Tailgate Village at Lambeau Field: OES engineers designed the re-grading of 4 acres to accommodate the new permanent structure and promenade. OES designed the re-grading to provide ADA compliant pathways. OES designed the promenade as a gently-sloped portland cement concrete pavement that is intentionally warped to minimize ponding around storm sewer inlets and is strong enough for vehicular traffic. OES employees extended the replacement hot mix asphalt pavement surrounding the new building and promenade to locations where these features aesthetically and functionally blend into the existing parking lot. Drive aisles and parking spaces are restriped in these areas to blend into the existing parking lot as well. OES employees also designed 420 linear feet of sanitary sewer, 570 linear feet of water main, and 650 linear feet of storm sewer extensions. OES employees deliverables included City of Green Bay and Ashwaubenon Utility compliant engineering drawings and specifications.

Personnel: John Thousand, P.L.S., P.E., LEED AP BD&C – Project Manager/Civil Engineer

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STORM SEWER SYSTEM ASSESSMENT

ALASKA, JAPAN, AND SOUTH KOREA

HIGHLIGHTS

- Awarded multiple task orders due to quality work
- Fee: $1,690,800
- August 2015 – February 2017

SERVICES

- Assessment and Planning
- Sewer Condition Assessment
- Asset Inventory and Analysis
- Storm Water Modeling
- Capacity Analysis

CLIENT

- Josh Biggers, PE/Project Manager
  Air Force Center for Engineering & the Environment

OES employees completed Facility Condition Assessments of storm sewer collection systems at four Pacific Air Force (PACAF) sites in Alaska, Japan, and South Korea. OES employees led the site investigation teams, prepared Asset Management Datasets, prepared final condition assessment reports, and recommended projects. Collected field data consisted of system location, status, condition, criticality, and remaining life. OES employees used pole mounted cameras to quickly assess the condition of major pipelines, identifying observed defects. The pole mounted camera does not require a confined space entry, allowing for rapid deployment, and contains a zoom feature allowing examination down the pipeline. The final assessment reports summarized the asset analyses, condition assessment, and replacement values. Asset Inventory Spreadsheets were developed for facilitating installation. Additionally, OES employees performed a capacity analysis to determine if the existing systems could handle current and future predicted run-off capacities.

Personnel: John Thousand, PE, PLS, LEED AP BD&C, Project Manager

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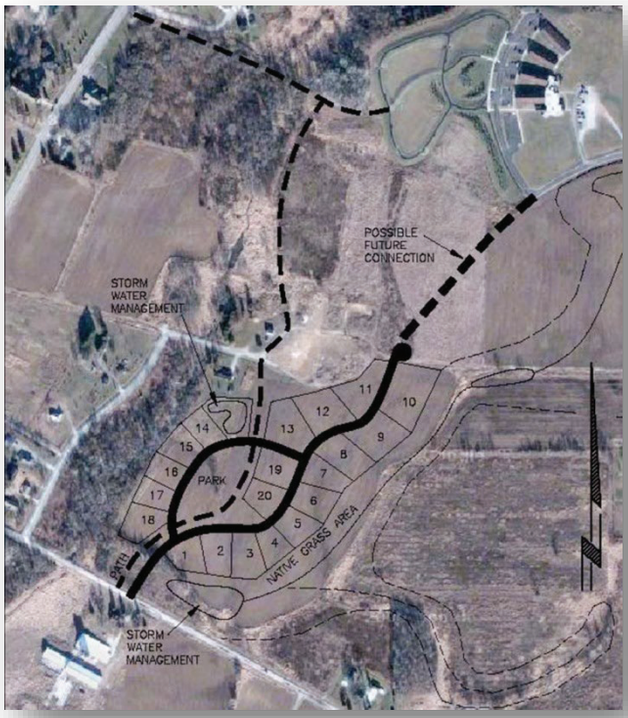
ONEIDA NATION GREEN VALLEY SUBDIVISION,

BROWN COUNTY, WI



SERVICES

- Land Surveying
- Stormwater Management
- Subdivison Design
- Utility Design

CLIENT

Oneida Nation of Wisconsin

OES employees provided surveying and design services for all road, utility, and storm water infrastructure and provided construction management services during the construction phase of this new 20 unit residential neighborhood development.

OES employees provided services to develop:

- 21 acre subdivision adjacent to Silver Creek
- 20 single family lots
- Two detention basins
- Four Acre community park in the center
- Subdivision path that runs through the center of the subdivision and connects to a reservation wide trail network for people to walk or bike through the reservation.
- 3,000 feet of new roadway, sanitary sewer, water main, and stormwater management

Project Staff: John Thousand, PLS, PE, LEED AP BD&C was the Project Engineer/Stormwater Specialist

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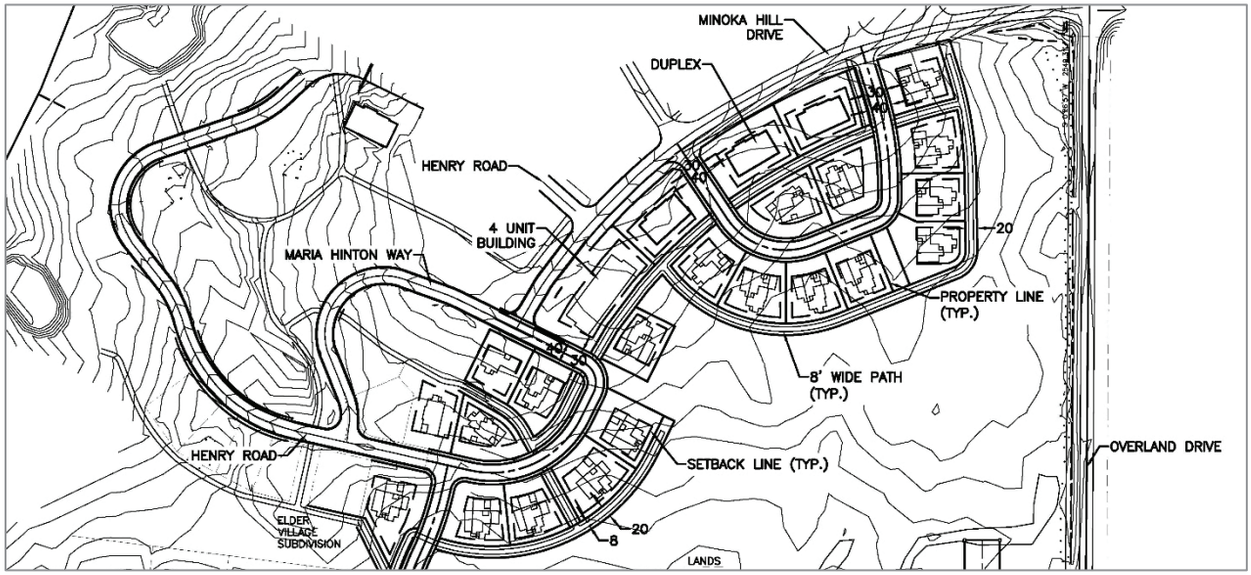
ONEIDA ELDER VILLAGE SUBDIVISION

BROWN COUNTY, WI



HIGHLIGHTS

- 32-Lot Subdivision
- Design and Construction Administration

SERVICES

- Land Surveying
- Subdivision Platting
- Stormwater Management
- Storm Sewer and Roadway Design

CLIENT

- Oneida Nation of Wisconsin

OES provided surveying and engineering design for a 32-lot subdivision. OES worked with Oneida Planning and Oneida Engineering to create this beautiful subdivision for Tribal Elders. Features of the subdivision include and extensive trail network that connects to a Safe Routes to School trail, natural drainage throughout the subdivision, clustered neighborhood lot layout.

OES surveyed and developed base mapping for the 16-acre parcel. OES engineers then overlaid Oneida Planning concepts over the base map and worked with Planning staff to refine the layout. Once the subdivision layout was set, OES engineers developed a stormwater management plan to meet EPA standards, and designed the roadway through the subdivision. OES's teaming partner provided sanitary sewer and water design for the subdivision. Finally, OES facilitated bidding and construction of the project for the Oneida Nation.

OES also coordinated a subdivision walking path to connect to the Safe Routes to School trail.

Personnel: John Thousand, PE, PLS, LEED AP BD&C, Project Manager/Civil Stormwater Engineer

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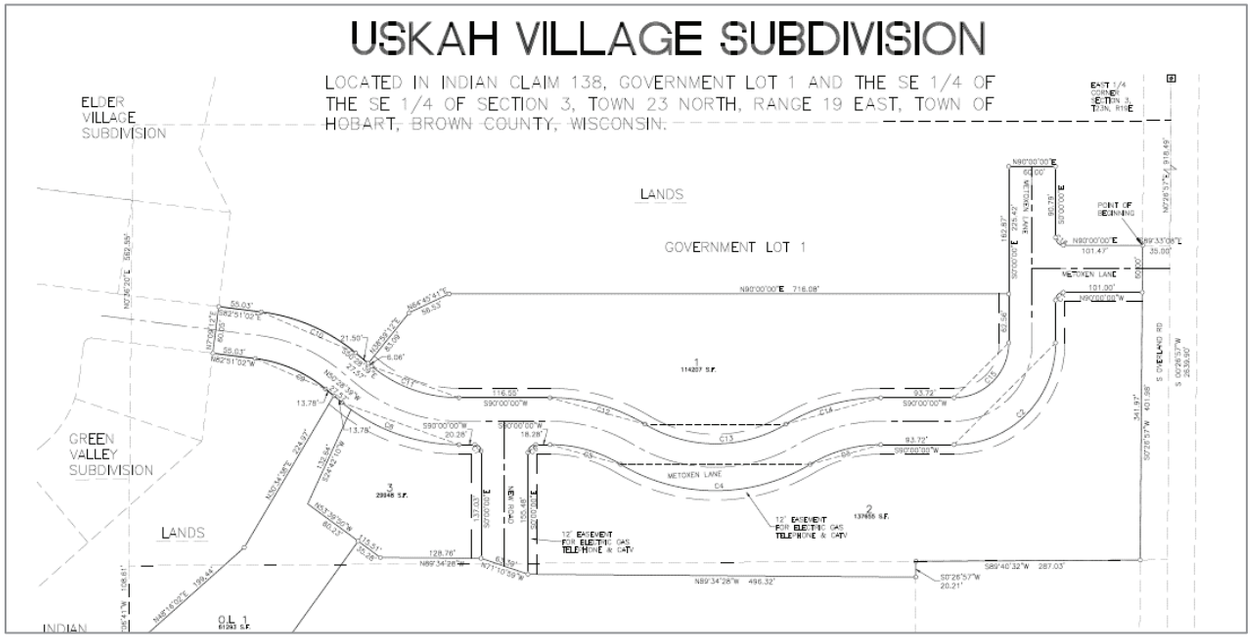
ONEIDA USKAH VILLAGE SUBDIVISION

BROWN COUNTY, WI



HIGHLIGHTS

- Design and Construction Administration

SERVICES

- Land Surveying
- Subdivision Plat
- Stormwater Management
- Storm Sewer and Roadway Design

CLIENT

- Oneida Nation of Wisconsin

OES provided surveying and engineering design for a 3-lot subdivision. OES worked with Oneida Planning and Oneida Engineering to create this beautiful subdivision for two multi-family buildings.

OES surveyed and developed base mapping for the 8-acre parcel. OES engineers then overlaid Oneida Planning concepts over the base map and worked with Planning staff to refine the layout. Once the subdivision layout was set, OES engineers developed a stormwater management plan to meet EPA standards, and designed the roadway through the subdivision. OES's teaming partner provided sanitary sewer and water design for the subdivision. Finally, OES facilitated bidding and construction of the project for the Oneida Nation.

Personnel: John Thousand, PE, PLS, LEED AP BD&C, QC review

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GENERAL CONTRACTOR PROFILE

Corporate Contractors, Inc.

Corporate Contractors, Inc.

THE GRAIN MASS TIMBER DEVELOPMENT

Delafield, WI

Under Construction: 129,000-sqft

The Grain, a multi-use, mass timber complex was developed by Hendricks Commercial Properties (HCP) and designed by Johnson Design. This development not only represents a significant addition to Delafield's downtown district, but sustainably designed as mass timber structures, it also utilizes state-of-the-art, environmentally friendly construction materials and methods.

The Grain features two, four-story buildings that will house 60,000 square feet of office space, 18,000 square feet of retail and restaurant space and 42,000 square feet of underground parking.

Corporate Contractors, Inc.

INSPIRATION. SENSIBILITY. PURPOSE.

INSPIRATION. SENSIBILITY. PURPOSE.

THE BUILDING BLOCKS OF OUR SUCCESS – AND YOURS.

Corporate Contractors, Inc. (CCI) is a leading general contractor focused on a special goal: to make every project we undertake an example of **inspired design realized by purposeful construction that reflects a sensibility to our clients' vision.**

Headquartered in southern Wisconsin, our corporate values and Midwestern work ethic reflect our geographic origin. With decades of experience on a broad range of projects, our talented workforce has honed their skills to an exceptional level. Their work is not only infused with a personal commitment to our core values but a twenty-first century awareness of environmental needs as well.

Over the course of nearly four decades CCI has completed thousands of construction projects locally and across the nation – from designing industrial sites and building new community assets to preserving cherished landmarks and renovating historic commercial buildings. In addition, CCI's limestone quarry can supply material and aggregate for all types of roadway and construction needs. Whatever the project, our diversity of services, products and practice across a broad range of industries, allow us to ensure every client a successful outcome.

VIDEO: WHO IS CCI?

CCIWI.COM

CCI MISSION AND VALUES

Our mission as a highly regarded general contractor is to realize and exceed the expectations of our customers while encouraging teamwork, leadership, and growth among all associates. Continually motivated by our values and goals, CCI is committed to providing our customers with trustworthy, safety-conscious service while consistently delivering high value.

WE CONSIDER TRUST THE CORNERSTONE OF OUR COMPANY.

No company can succeed without earning the trust of its clients, its employees, the vendors it works with and the community at large. Trust is only possible if **integrity is part of everything** you do every day. At CCI honesty is more than just a "policy." It's our way of life.

WE RECOGNIZE THAT GREAT WORK IS FOUNDED ON GREAT RELATIONSHIPS.

Success in the construction industry depends on developing mutually beneficial long-term relationships with all levels of stakeholders. The strength of these relationships is proven not only by repeat business, but the fact that our customers frequently recommend CCI to others.

WE KNOW EXCEPTIONAL PERFORMANCE DEMANDS A PERSONAL COMMITMENT TO EXCELLENCE.

Good construction – whether it's a newly-designed factory being built from the ground up or the renovation of a centuries old structure – takes an unwavering and constant dedication to the work. **At CCI each team member regards doing their best as an unbreakable promise.** To our customers. To our company. And to future generations.

SAFETY

WE PUT SAFETY ABOVE ALL ELSE.

Construction is a physically demanding and frequently dangerous occupation. Yet, we know our clients, as well as, our associates, depend on us to control and eliminate potential risks. CCI's safety program includes a variety of on-going safety education, inspection and evaluation steps directed toward the elimination of risks and the empowerment of every build-team member to make safe decisions.

PROJECT TYPES

EVERY CCI PROJECT BEGINS BY FULFILLING A CLIENT'S VISION AND FINISHES BY EXCEEDING THEIR EXPECTATIONS.

CCI manages a broad range of projects both locally and across the nation. From designing and building manufacturing plants and transforming historic hotels into luxury apartments, to demolishing municipal water towers and excavating sites. All reflect **our total commitment to excellence** in design, construction, management and relationship building with clients.

COMMERCIAL *(Automotive, Clubhouse, Data Center, Fitness, Hospitality, Office, Multi-Family, Mixed-Use, Pool Complex, Restaurant, Retail)*

Innovation, style and efficient operation are key elements to creating exciting environments for commercial construction owners. **Our build teams strive to create stimulating surroundings that promote a client's vision and growth.** Ground-up or making old new again, CCI has successfully brought together style and utility in a variety of commercial venues.

INDUSTRIAL *(Manufacturing, Warehouse and Distribution)*

Our customers come from a wide variety of manufacturing environments. For some we've designed and built new facilities, for others we renovated existing structures. CCI's knowledge of specific industries assures special needs are addressed, **improving manufacturing capabilities and increasing efficiency of production right from the start.**

INSTITUTIONAL *(Assisted Living, Educational, Healthcare, Municipal, Religious)*

CCI prides itself on **designing structures to meet the evolving needs of an ever-growing and diverse economy.** Focusing on both form and function, our expertise delivers cost-efficient construction solutions that can be easily adapted to accommodate future growth. Many clients have benefited from CCI's ability to deliver quality, safety-conscious design and construction services.

RENOVATION & ADAPTIVE REUSE *(Any space or structure that requires updating or will be given a new purpose)*

CCI's corporate vision includes a true passion for preservation and a belief that conserving elements of a community's past enriches its present identity and future cultural heritage. Often, we give structures an entirely new functionality. This type of work **demands an informed vision, strategic planning, meticulous management and consistent communication between clients, designers and the construction team.**

CAPABILITIES

GENERAL CONSTRUCTION

A united, collaborative team is essential to a successful project. Whether revitalizing outdated structures or creating new community assets, CCI will be the driving force of your construction team and ensure the quality of your project from the ground-up.

CONSTRUCTION MANAGEMENT

At CCI, **exceptional outcomes are founded on great relationships.** The success of a project depends not only on expert craftsmanship, but expert management as well. Attention to detail, with hands-on management is key. CCI's experienced professionals work closely with owners, architects and subcontractors to ensure effective, clear communication and measured progress.

DESIGN-BUILD

CCI provides the complete package of single-source responsibility from site selection through project move-in. Our project-specific combination of design skills, trade capabilities and creativity provide you with high quality, economical solutions, on time and on budget.

RENOVATION & ADAPTIVE REUSE

Our appreciation of what once was inspires the creation of what will be. From complete overhauls to tenant improvements, our adaptive reuse projects continue to impress and inspire. A former manufacturing campus was meticulously transformed into a downtown business center and a former multi-story professional building is now a modern boutique hotel.

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SELF-PERFORMED SERVICES

CARPENTRY & GENERAL TRADES

CCI's carpentry team specializes in meeting the project needs of a diverse clientele. Our talented craftsmen have a **broad range of skills and years of experience** working on a wide array of assignments. From multi-phased new construction to tenant renovations, they've successfully completed projects of all types and levels of complexity.

COMMERCIAL ROOFING

Over the years CCI has built a well-deserved reputation for high quality commercial roofing services. **As accredited industry professionals**, our roofing associates are not only well-versed in new installations, repairs, inspections and warranty work, they're experts in the latest roofing products, installation procedures and safety precautions. Combining the latest in technology with years of proven experience, CCI is able to offer our clients a full range of quality services.

CONCRETE & MASONRY

Built on a strong reputation of **exceptional service and unmatched craftsmanship**, CCI offers an endless amount of quality concrete and masonry services. From sidewalks to stone walls and factory floors, our resourceful team of expert tradesmen have vast experience and go beyond expectations to ensure your project is completed to your requirements.

DEMOLITION & EXCAVATION

CCI provides professional, thorough and **safe**, demolition and excavation services to meet your schedule and budget. Fully-outfitted with our own diversified fleet of machinery and equipment, CCI can handle projects of all sizes and complexities. With a **companywide commitment to global conservation standards**, we make every effort to meet all environmental compliance initiatives including the effective recycling of demolished materials.

POLISHED CONCRETE FLOORING

Polished concrete is an extremely durable, environmentally friendly, and low-maintenance flooring choice. CCI is able to turn one of the oldest building materials into **one of the newest, greenest, and most affordable flooring options available.** No wonder polished concrete floors are fast becoming the favorite choice of owners, designers, architects and contractors. Even previously installed ordinary concrete floors can be completely transformed into beautiful reflective surfaces.

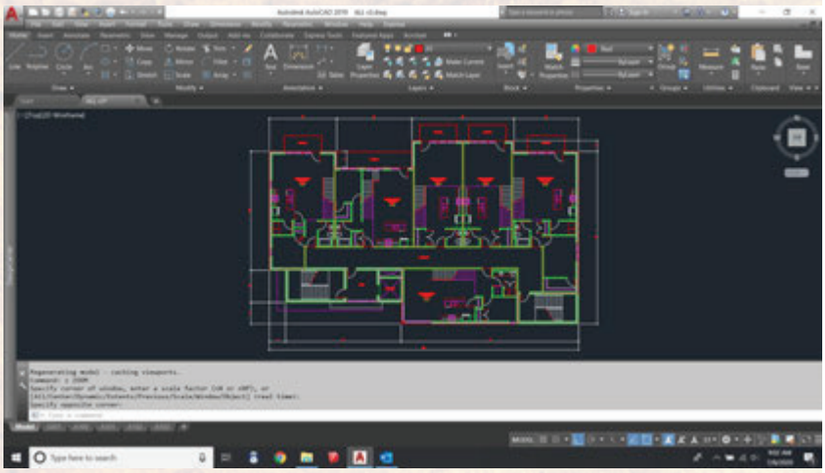
FACILITY MAINTENANCE

In today's climate of tight operating budgets, we realize many organizations are facing challenges associated with maintaining facilities. Even more, keeping your facility operating at peak condition and efficiency places considerable demands on your time. CCI can help **streamline your maintenance needs** with our comprehensive array of services. Our professional team is specially equipped for a wide range of interior/exterior repair, energy enhancement, and property upkeep services. Working together, we will customize a solid maintenance strategy to provide the quality and service you require.

DESIGN CAPABILITIES

While CCI does work with many design partners, we also have the flexibility to offer a comprehensive range of in-house design and virtual reality services for design-build and renovation projects. CCI's experienced designers collaborate with you and our preconstruction team to ensure the design and budget are aligned with your vision. Design capabilities include:

- General Carpentry
- Energy Savings Contracting
- Building Design for New Construction
- Redesign of Existing Buildings for Renovation & Adaptive Reuse
- FFE Selection (Fixtures, Finishes & Equipment)
- Virtual Reality: Utilizing VR, your project is brought to life for you to experience and better visualize making it easier for you to provide feedback and make changes virtually before construction begins. CCI's VR services include:
    - Rendered Images
    - Interactive 360 Panoramas
    - Virtual Walkthroughs



AWARD-WINNING SERVICES

The CCI team is honored when our commitment to building lasting relationships and providing innovative construction solutions is recognized by leading organizations. Not only do these badges of excellence reflect the hard work, dedication, and expertise of our associates, they showcase the incredible results of what's possible when teamwork and collaboration surpass expectations on a project. We love what we do!

- Associated Builders and Contractors – National
- Associated Builders and Contractors – Wisconsin and Iowa
- The Daily Reporter/Wisconsin Builder Magazine
- The Wisconsin Green Building Alliance
- US Green Building Council (LEED)
- Wisconsin Main Street Program
- Downtown Beloit Association
- Walworth County Economic Development Alliance
- Neighborhood Housing Services
- In Business Magazine

Corporate Contractors, Inc.

LIMESTONE QUARRY OPERATIONS

Corporate Contractors, Inc.

LIMESTONE QUARRY OPERATIONS

CCI's Beloit limestone quarry is a leading supplier of quality limestone and aggregates for building and road construction applications, as well as a provider of excavation and demolition services.

The limestone aggregate gradations are carefully sized for use in a broad range of applications including aggregate surfaces, road base material, foundations, erosion control, or shoreline restoration. In fact, the Wisconsin Department of Transportation has approved the aggregate for use in hot mix asphalt, concrete, open base coarse, and dense graded base coarse for city, county, and state road and highway projects.

As well as providing excavation, demolition, tipping, and trucking services, the materials offered include: crushed and clean limestone, rip rap, shot rock, structural fill, recycled asphalt and concrete, and more. Visit cciwi.com for details.

INSPIRATION. SENSIBILITY. PURPOSE.

CCI'S CARING CULTURE

GIVING BACK

CCI takes great pride in actively participating in local outreach activities. In fact, it's part of our company's genetic code. We share what we have in order to serve, support, and improve our communities. This is done through fundraisers, volunteer projects, donation drives, and more. Additionally, we feel we have an important responsibility to educate youth about the construction industry. Therefore, we encourage and offer internships as well as participate in numerous events that highlight opportunities by providing fun, hands-on demonstrations and informative show-and-tells with tools and machinery. Many of these events are designed to give youth an opportunity to explore the construction industry for the very first time.

Team CCI hosts an annual Building the Future Community Construction Zone event each fall. The objectives of this free, family-fun event are to excite and inform kids, teens, and families about the construction industry while allowing CCI associates to showcase their expertise. Each of CCI's skilled trade divisions and keen administrative departments plan a fun, hands-on and interactive booth to showcase their area of expertise. Kids of all ages have a blast experiencing hands-on construction-related activities including: Carpentry, Concrete & Masonry, Demolition & Excavation, Roofing, Power Tools & Heavy Equipment, Building Design, and more.

VALUED ASSOCIATES

CCI cares about its associates on both a personal and professional level. This commitment to associate well-being is ingrained in our company culture and evidenced by our investments in our workforce development program, wellness program, corporate chaplaincy program and Dream Builders program. These programs help inspire and motivate associates to become the best versions of themselves while having a positive impact on our company, clients and communities.

CCI's **workforce development program** advocates professional development and provides work-related training opportunities to each associate, including job skills and apprenticeship training.

Our **wellness program** empowers associates to make positive life choices that improve their overall health and well-being.

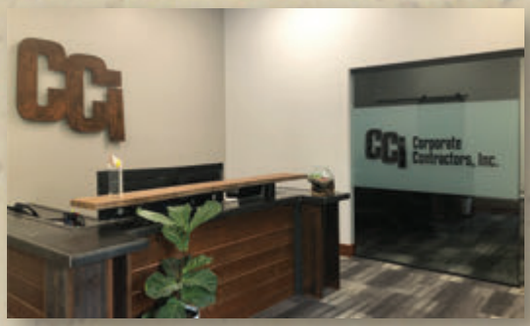
Through our **chaplaincy program,** ***Faith At Work***, CCI's corporate chaplain Rev. Jim Melvin provides confidential spiritual support and guidance to associates through personal contact, social media and the jmfaithatwork.com website.

CCI's ***Dream Builders*** program provides associates and their family members the opportunity to meet privately with a CCI Dream Coach to help them identify and pursue their personal and professional dreams and goals.

ADC

Corporate Contractors, Inc.

Main Office
3800 Milwaukee Rd., Suite 200
Beloit, Wisconsin 53511
p: 608.362.2912 | f: 608.362.8970



Milwaukee Area Office
711 Wells St., Suite 120
Delafield, WI 53018
p: 262-314-8700

Corporate Contractors, Inc.

LIMESTONE QUARRY OPERATIONS

Quarry Operations
2175 Town Hall Road
Beloit, Wisconsin 53511
p: 608.362.0007 | f: 608.362.1300

CCIWI.COM

COMMUNITY DESIGN
PARTNER PROFILE

Parkitecture

SERVICES + ASSISTANCE

Parkitecture

- Landscape Architecture
- Park and Open Space Master Planning
- Aquatic Facility Analysis and Design
- Athletic Facility Design
- Recreational Waterfront Visioning
- Public/Private Campground Design
- Custom Theme Playscapes
- Civil Engineering
- Stormwater Management
- Site Design
- Construction Documentation
- Construction Administration
- Land-Use Planning
- Public Outreach

Established in 2020, Parkitecture + Planning is a fresh start with familiar faces.

Principals Blake Theisen (Landscape Architect) and Katie MacDonald (Civil Engineer) formed the company to follow their passion, by focusing on park, open space, and aquatic based projects.

Born from the oldest Landscape Architecture firm in Wisconsin, our primary focus is on creating vibrant site design opportunities for our clients and community members.

Our approach toward park and open space design focuses on how social interaction can be stimulated through thoughtful layout and creative use of materials. We work to blend the lines of natural and built environments to enhance the user experience.

Parkitecture + Planning
901 Deming Way, #201
Madison, WI 53717
608.203.8203
www.parkitecture.org

We are Landscape Architects.
We are Engineers.
Above all, we are
Parkitects.

Staff Qualifications

Katie MacDonald, PE

Katie exhibits her expertise in park and public open spaces and focuses on contextual site grading, integration of green infrastructure, and creative material re-use in her site design approach to parks and public open spaces.

With an extensive resume in aquatic based recreation facilities, she has become one of the leading experts in Wisconsin and the upper Midwest in outdoor recreation facility design.

She is a co-founder and Principal Engineer of Parkitecture + Planning, based in Madison. She has been working as a civil engineer since 2002, and has experience with development projects of all scales. In 2010, she joined Schreiber Anderson Associates and began her focus on park and recreation based projects. Her creative eye towards blending stormwater management facilities into public open space is rare and has often resulted in award winning projects to her credit.

Katie also excels in field engineering and has an ability to work with contractors to solve problems quickly and efficiently. Her expertise includes the development of projected construction budgets as well as long term project maintenance requirements.

Registered: WI, IL, IA, MN, CO, WY

Certified:
Certified Pool Operator

Member:
Wisconsin Park and Recreation Association
North American Stormwater and Erosion Control Association

Education
BS Civil Engineering
University of Wisconsin

Blake Theisen, PLA, ASLA

Blake is a steward of open space and draws on his background in environmental science and spatial design to influence his solutions. He is an accomplished public process facilitator, and has presented at State, Regional, and National Conferences. Blake has received numerous design awards for project work and continues to find ways to innovate new solutions to common design challenges. His passion for park and aquatic based recreational projects is unparalleled in Wisconsin.

He is the co-founder and Principal Landscape Architect of Parkitecture + Planning in Madison. He has been practicing open space planning and design since 1999. His career includes many notable projects in the Dane County region, Lake Michigan coastal zone, and the Fox Valley. He also spent three years developing community park and aquatic projects in the greater Phoenix metro in Arizona.

He believes that open space reflects the soul of a community and deserves as much attention as any of the other core infrastructure in a municipal budget. Blake has dedicated his career to this cause, because he is a **Parkitect**.

Registered: WI, IL, IN, IA, MN, MI, AZ, TX, NE, CO

Certified:
CLARB Certified Landscape Architect
ISA Certified Arborist
Certified Pool Operator

Member
Wisconsin Park and Recreation Association
American Society of Landscape Architects
International Society of Arboriculture

Education
BA Environmental Science, Miami University (Ohio)
MBA, University of Wisconsin

Staff Qualifications

John Reynolds, ASLA

John is a landscape architect and ecology disciple home grown in deep Wisconsin park system roots. He hails from a strong conservationist lineage and is linked to the acquisition and development of several premier Wisconsin State Parks. He joined the Parkitecture mission in 2020 after graduating from the University of Wisconsin Landscape Architecture program.

He excels in graphical communication, conceptual planning, and technical writing. His passion for environmental stewardship influence much of his design mantra and rounds out the Parkitecture team. John is also a Wisconsin native plant specialist and contributes this knowledge in green infrastructure and site restoration planning.

His involvement in community events is also noteworthy. He served for years as the Middleton High School Ultimate Frisbee Team coach and is part of a nationally sponsored UF team. He has successfully led this team to two National Championship matches. When not working on new open space planning efforts, he spends his time in and around other Dane County parks studying ecosystems and the human interaction that occurs within them.

Member
American Society of Landscape Architects

Education
BA Landscape Architecture, University of Wisconsin

Patrick Eagan, PE, SE - One Design & Engineering

Patrick has a long resume of architectural design and structural engineering for park and outdoor recreation support buildings throughout Wisconsin. He drives the programming and layout of spatial relationships in these facilities while finding a blend of contextual style and maintenance conscious durability.

He has experience in steel, concrete, masonry, wood, light gage steel, and heavy timber design. Well versed in commercial building codes, Patrick's ability to design and engineer solutions from a holistic perspective provides unique outcomes for clients. From pre-design through design maturation and construction of a project, Patrick focuses on how clients and end users will utilize their facilities and how smart design can make those experiences better.

Patrick is also a leading expert in the field of aquatic facility design and engineering. He leads the pool mechanical system design and engineering efforts for the team as well as the building structural engineering and architectural detailing.

Registered: WI, IL, IA, MI, MN

Certified: CPO

Education
BS - Physics, Illinois State University
BS Civil Engineering, University of Illinois

Experience + Precedent Park Work

Bayview Park, Ashland, WI
Prentice Park, Ashland, WI
Attridge Park, Baraboo, WI
Devils Lake North Shore Day Use Area, Baraboo, WI
Devils Lake South Shore Day Use Area, Baraboo, WI
Turtle Island Playground, Beloit, WI
Summit Park, Beloit, WI
Vernon Park, Beloit, WI
Bucholtz Park, Clintonville, WI
Bakken Park, Cottage Grove, WI
Community Park, Cottage Grove, WI
Red Hawk Park, Cottage Grove, WI
DeForest Civic Park, DeForest, WI
Fireman's Park, DeForest, WI
Fox Hills Estates Park, DeForest, WI
Iver Munson Park, DeForest, WI
Sunfish Pond Park, DeForest, WI
Equestrian Campground, Gov. Dodge State Park, WI
Community Park, Drummond, WI
Veterans Memorial Park Shelter, Edgerton, WI
Anunson Park, Fox Crossing, WI
N. Ozaukee School Recreation Complex, Fredonia, WI
Firemans' Park, Germantown, WI
Riverbend Park, Grafton, WI
Stonewall Farms Park, Grafton, WI
Veterans Park, Grafton, WI
Alonzo Park, Hortonville, WI
Monterey Park, Janesville, WI
Richard Bong State Recreation Area, Kansasville, WI
Lewis Park, Keota, IA
Horizon Park, Kenosha, WI
Lincoln Park, Kenosha, WI
Pennoyer Park, Kenosha, WI
Southport Park, Kenosha, WI
Washington Park Archery Range, Kenosha, WI
Wolfenbuttel Park, Kenosha, WI
Petrifying Springs Park, Kenosha CO, WI
Sunset Beach Park, Kimberly, WI
Sandy Beach Park, Lake Mills, WI
Joecks Memorial Park, Lannon, WI
Door Creek Park, Madison, WI
Firemens Park, Maple Bluff, WI
Johnson Park, Maple Bluff, WI
John Muir Park, Marquette Co, WI
Braem Park, Marshfield, WI
Community Park, McFarland, WI
Lewis Park, McFarland, WI
Juniper Ridge Park, McFarland, WI
Prairie Place Park, McFarland, WI
Rustic Way Trail, McFarland, WI
Siggelkow Park, McFarland, WI
Waubesa Int. School Playscape, McFarland, WI
William McFarland Park, McFarland, WI
Aero Park, Menomonee Falls, WI
Centennial Plaza, Menomonee Falls, WI
Village Park Ph 2, Menomonee Falls, WI
Library Park, Mercer, WI
Lakeview Park Splashpad Renovation, Middleton, WI
Lake Street Pocket Park, Middleton, WI
Lakeview East Park, Middleton, WI
Market Street Park, Middleton, WI
Penni Klein Park, Middleton, WI
Pleasant View Golf Course Master Plan, Middleton, WI
Stonebridge Park, Monona, WI
Winnequah Park, Monona, WI
Woodland Park, Monona, WI
Doty Park, Neenah, WI
Kimberly Pointe Park, Neenah, WI
Island Park, Neenah, WI
Shattuck Park, Neenah, WI
Mustang Park, Payson, AZ
Athletic Complex Playscape, Pewaukee, WI
Des Plaines River Greenway, Pleasant Prairie, WI
Lake Andrea Plaza, Pleasant Prairie, WI
Mompers Woods, Pleasant Prairie, WI
Pleasant Prairie Park, Pleasant Prairie, WI
Pauquette Park, Poynette, WI
Camp Indian Trails, Rock County, WI
Culver Community Park, Sauk, WI
White Mound County Park Campground, Sauk CO, WI
ARF Park, Shawano, WI
Downtown Plaza, Shawano,WI
Totogatic Park Campground, Spooner WI
Riverfront Park, Sterling, IL
Community Riverwalk, Stoughton, WI
Cardinal Crest Park, Sun Prairie, WI
Stonehaven Park, Sun Prairie, WI
Town Hall Crossing Park, Sun Prairie, WI
West Prairie Village Park, Sun Prairie, WI
Wetmore Park, Sun Prairie, WI
Pocket Park, Thiensville, WI
Village Park, Thiensville, WI
Central Park West, Two Rivers, WI
Neshotah Park, Two Rivers, WI
Riverside Park Playscape, Watertown, WI
Meadowview Park, Waukesha, WI
Burnham Pointe Park, West Allis, WI
Irving Elementary School Athletic Fields, West Allis, WI
Liberty Heights Park, West Allis, WI
McKinley Park, West Allis, WI
Community Recreation Center, West Allis, WI
Kettle Moraine YMCA Playground, West Bend, WI
Cravath Lake Amphitheater, Whitewater, WI
Community Park Pickleball Courts, Windsor, WI

Experience + Precedent Aquatic Work

Community Pool and Splashpad, Aplington, IA
Bayview Park Splashpad, Ashland, WI
Attridge Park Splashpad, Baraboo, WI
Belleville Pool Splashpad, Belleville, WI
Community Pool, Blanchardville, WI
Blue Mound State Park Pool/Splashpad Expansion, Blue Mounds, WI
Bernard F. Willi Pool, Chippewa Falls, WI
Community Aquatics Facility, Clintonville, WI
Pool Facility Study, Cross Plains, WI
Fireman's Park Splashpad, DeForest, WI
Community Pool Study, DeForest, WI
Community Pool and Splashpad, Fox Point, WI
Seminole Pool, Fitchburg, WI
River Bend Park Splashpad, Grafton, WI
Joannes Pool Redevelopment, Green Bay, WI
Disher Park Aquatic Center Renovation, Horicon, WI
Alonzo Park Splashpad, Hortonville, WI
Palmer Pool Renovation, Janesville, WI
Rockport Pool Renovation, Janesville, WI
City Pool and Splashpad, Kaukauna, WI
Horizon Park Splashpad, Kenosha, WI
Keota Community Pool and Splashpad, Keota, IA
Sunset Park Splashpad Concept, Kimberly, WI
Van Lieshout Park Splashpad, Little Chute, WI
Community Pool and Splashpad Study, McFarland, WI
Vandehey Waters Aquatic Center, Marshfield, WI
Village Park Splashpad, Menomonee Falls, WI
Lakeview Park Splashpad Renovation, Middleton, WI
Shattuck Park Splashpad, Neenah, WI
Broadacre Development Water Playscape, Oak Creek, WI
Roosevelt Park Splashpad, Oconomowoc, WI
Oregon Splashpad, Village of Oregon, WI
Athletic Complex Splashpad, Pewaukee, WI
Downtown Plaza Splashpad, Shawano, WI
Riverfront Park Splashpad, Sterling, IL
Community Aquatic Center, Sun Prairie, WI
Wetmore Park Splashpad, Sun Prairie, WI
The Grove at Village Park Splashpad, Sussex, WI
Village Park Splashpad, Thiensville, WI
Central Park Splashpad, Two Rivers, WI
Joseph Leider Memorial Park Splashpad, Union Grove, WI
Buchner Community Pool, Waukesha, WI
Meadowview Park Splashpad, Waukesha, WI
Centennial Park Splashpad, Waunakee, WI
Liberty Heights Pool/Splashpad, West Allis, WI
Cravath Lake Park Splashpad, Whitewater, WI

***During prior employment**

*Devor Park Pool, Burlington, WI
*Conservancy Commons Park Splashpad, DeForest, WI
*McKee Farms Park Splashpad, Fitchburg, WI
*Tank Park Pool/Splashpad, Green Bay, WI
*Riverside Park Splashpad, Janesville, WI
*Anderson Park Splashpad, Kenosha, WI
*Petzke Park Splashpad, Kenosha, WI
*Schulte Park Splashpad, Kenosha, WI
*Veteran's Memorial Pool, LaCrosse, WI
*Elver Park Splashpad, Madison, WI
*Lakeview Park Splashpad, Middleton, WI
*Goodrich Square Splashpad, Milton, WI
*Calvin Moody Park Splashpad Milwaukee, WI
*Heritage Green Park Splashpad, Milwaukee, WI
*Washington Park Splashpad, Neenah, WI
*Elk Lake Park Splashpad, Phillips, WI
*Village Square Park Splashpad, Pleasant Prairie, WI
*SCJ Aquatic Center, Racine, WI
*Franklin Park Splashpad, Shawano, WI
*Memorial Park Splashpad, Shawano, WI
*Wanick Choute Park Splashpad, Sherwood, WI

Attridge Park - Baraboo

Experience + Precedent Work

Germantown - Fireman's Park
2020 Parkitecture project

Park Structures

Various Communities

Physical structures play a big part in the fabric of many community parks. From simple restrooms, to performance stages, open air shelters, community meeting rooms, and ceremonial gardens, all represent types of common buildings in these open spaces. Parkitecture works with each community to find a signature flair for these structures to make a statement about the unique identity of the park it is within. We select materials, colors, and architectural styles that accent the project while complimenting the adjacent site context. These built spaces need to be multi-functional and provide for both special event programming, and the day to day use that parks experience. Our buildings also look to simplify maintenance requirements and offer long term sustainability.

Two Rivers - Central Park
2023 Parkitecture project

Kenosha - Wolfenbuttel Park
2021 Parkitecture project

Experience + Precedent Work

Janesville - Monterey Park
2022 Parkitecture project

Master Planning

Various Communities

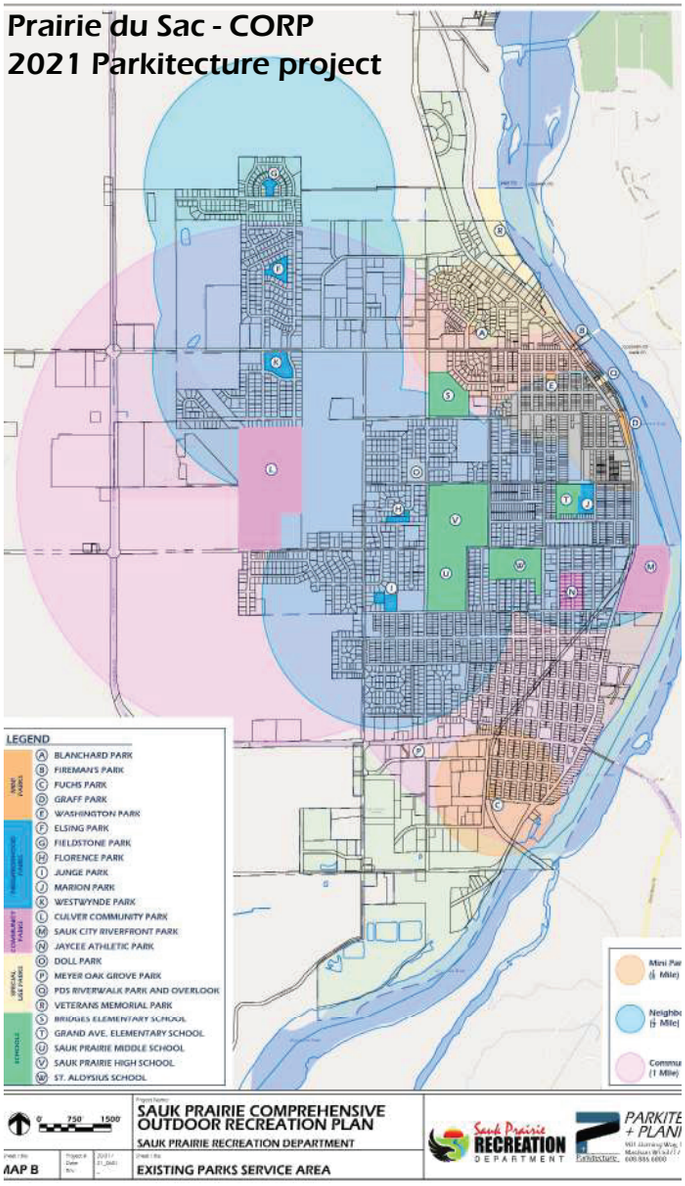
Parkitecture has worked with communities throughout Wisconsin on the development of conceptual site plans and full scale Master Plans for parks of all sizes. We believe in a collaborative approach not only with municipal staff, but also with the community residents and stakeholders. Our outreach process includes a multi-prong approach to gathering input and can include focus group interviews, online surveys, virtual meetings, pop-up events, and traditional public meetings. Through an iterative process, we find consensus on final design direction and outcomes. Graphical renderings of the final plans help illustrate the future direction of the site plan. We also include a detailed investigation of the potential construction costs, maintenance obligations, and operational costs.

Kenosha - Southport Park
2022 Parkitecture project

Two Rivers - Central Park
2022 Parkitecture project

Prairie du Sac - Culver Park
2023 Parkitecture project

Experience + Precedent Work

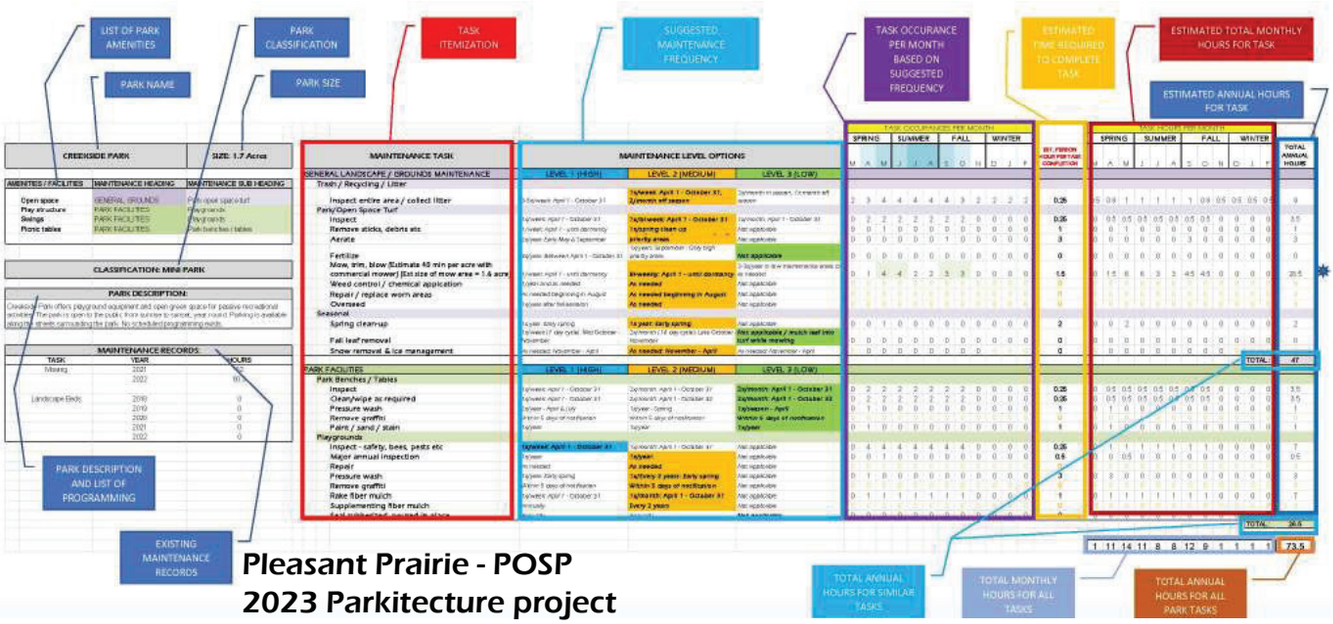


Prairie du Sac - CORP
2021 Parkitecture project

CORP/POSP Planning

Various Communities

A Comprehensive Outdoor Recreation Plan (Park and Open Space Plan) is a critical tool for both short and long term municipal planning. A well developed CORP/POSP will not only take into account the physical assets, and condition assessments, but will also study the appropriateness of the geographical distribution of parks throughout a community. Parkitecture believes in **Park Access Equity (PAE)**, and integrates this ethos into our recommendations and long range planning. We thrive on public outreach/engagement during these projects and employ various strategies to mix with residents. Maintenance of a community park system is essential to long term success. We insist on input and discussion with facility operators to ensure sustainable solutions can be achieved.



Pleasant Prairie - POSP
2023 Parkitecture project

Experience + Precedent Work

Community Rec Center - West Allis

Playground Replacements

Various Communities

Playgrounds are the soul of a community and serve as mixing bowls for people of all walks of life. Parkitecture takes pride in our playground design projects and thoroughly enjoy the engagement with neighborhood residents. We believe that the end user should be part of the design discussion and have a voice in the final outcome and equipment selection. Color selection is very important to not only make a statement, but also work harmoniously with the surrounding environment. We chose site lines carefully, and work through access points, travel routes, and oversize safety zones in our play spaces. Surfacing is a very important factor in playgrounds and can greatly enhance the play value by incorporating patterns and color into the ground plane.

Community Park - Cottage Grove

Culver Park - Prairie du Sac

Anunson Farm Park - Fox Crossing

River Bend Park - Grafton

Experience + Precedent Work

Universal Design Playspaces

Various Communities

Parkitecture holds a robust design resume of fully inclusive playscapes and believes that people of all abilities should be able play and interact together. Basic ADA compliance is a given, but true universal design allows for heightened experience and quality of life. Our team has built a reputation for creative custom designed facilities that are not only fun to be in, but also establish a destination unique to each community.

Menomonee Falls - Village Park
2022 Parkitecture project

Two Rivers - Neshotah Park Playscape
2023 Parkitecture project

Experience + Precedent Work

Fireman's Park - DeForest

Splashpads
Various Communities

Parkitecture is the industry leader in interactive water attraction design in Wisconsin. This includes large scale aquatic centers, community pools, splashpads, and urban spray grounds. Water is a uniter of people of all ages and our principals have been on the leading edge of the splashpad design evolution since the mid 2000s. We create vibrant facilities unique to each setting and community. Our understanding of how these types of facilities work goes beyond basic plumbing and concrete design. We look at how human interaction occurs in these spaces and focus on providing stimulation for multiple senses for the patrons. Highly decorative concrete, whimsical features, shaded seating, and other support amenities are all vital to the success of a well designed splashpad.

Wetmore Park - Sun Prairie

Shattuck Park - Neenah

Village Park - Sussex

Belleville Splashpad - Belleville

Experience + Precedent Work

Waukesha - Buchner Pool
2021 Parkitecture project

Pools/Aquatic Centers

Various Communities

A community pool is a statement of quality of life for community residents. Parkitecture has worked with communities of all sizes throughout the midwest to develop feasibility studies, conceptual planning, public outreach and referendum support, pool facility assessments, detailed design and engineering, and construction administration support. We understand water comes in all shapes and forms and there is not a one size fits all solution. Our team designs with maintenance in mind as we are all Certified Pool Operators and know the challenges of balancing water chemistry, finding adequate lifeguard staffing, and keeping patrons happy. Pools are meant to be fun, and we believe the process in getting a new facility built should be fun as well.

Keota, IA - Community Pool
2023 Parkitecture project

Marshfield - Vandehey Waters
2020 Parkitecture project

Client Testimonials

"Parkitecture go above and beyond in their attention to detail, technical knowledge, and collaborative process to make sure client needs and questions are addressed completely and promptly. Thanks to their creative skills, design expertise, and familiarity with construction practices and State regulations, we have a project that is ready to build this spring. We would not be where we are without them."

Jean Warrior – President, Friends of Governor Dodge State Park

"Blake's practice of listening, asking thought provoking questions, and then implementing the desires of the community is second to none."

Matt Hendricks – Director of Parks, City of Shawano

"The City of Kenosha has worked with Blake Theisen over the past 10 years developing, upgrading and enhancing our extensive Park System. He is very knowledgeable in his field, is dedicated to understanding the community needs and desires, and goes above and beyond to meet our requests."

Shelly Billingsley – Director of Public Works, City of Kenosha

"Parkitecture is working on the City of Waukesha's Buchner Park Pool and Community Center. Their vision is creative, while also being practical for the City. They are very responsive to the client's needs, meeting a tight time frame to get the project Bid according to the schedule. The anticipation for the completion of the project is heightened after seeing their renderings.

Katie Jelacic – City Engineer, City of Waukesha

"Working with the Parkitecture team has been one of the best decisions we have made for our park project. Their organization, detail, thoughtfulness, planning, and experience has helped make our planning team prepared for the road ahead."

John Lehan – Director of Community Recreation, Sauk Prairie Rec Commission

"Working with Parkitecture has been a great experience. Blake's approach to designing a park is like building a house... you need to have a firm foundation and then build up from there with each room in the park supporting the overall development. If you want a holistic park development, Blake and his Parkitecture Team are what you are looking for!"

Michael Kading – Director of Parks and Recreation, City of Neenah

"The Village of Cottage Grove wanted to update an existing park and had an idea of what and where we wanted things. Blake and Katie came on board and brought ideas forward that we had not thought about. Their vision and experience gave us a project that went from good to great. I would recommend Parkitecture to anyone looking to develop a new space or renovate a current space. "

Sean Brusegar – Director of Parks, Recreation, and Forestry Village of Cottage Grove

"Blake and Katie - Thank you for all that you did to make our park development project a success. You stood by us from the beginning to the end and even beyond, ensuring that we were completely happy with the final product. It was clear you both brought a wide range of knowledge and experience in bringing our concept plan to life. Thank you for making us feel that we were more than just another client. I look forward to working with Parkitecture + Planning again in the future!"

Amanda Geiser – Director of Parks and Recreation, Village of Fox Crossing

GENERAL CONTRACTOR
(INTERIORS) PROFILE

Mavid Construction

Mavid Construction

Zoar Fulwilder formed Mavid Construction in 2008 in both Green Bay, Wis. and on the Salt River Pima-Maricopa Indian Community in Scottsdale, Ariz. Now solely based in Green Bay, Wis., Mavid Construction, a sister company to Mavid Media Group, provides services in commercial flooring, walls and ceilings, glass and glazing and more.

With Fulwilder's leadership and background in commercial real estate development, construction and finance, Mavid Construction has grown to become the largest Native American-owned interiors company in the United States. Mavid Construction has worked on a number of notable clients including Lambeau Field, the Ho-Chunk Casino in Delton, Wis., and the University of Wisconsin System and is a State of Wisconsin MBE certified contractor.

Certifications

Mavid Construction holds a number of beneficial and highly sought after building and construction certifications and permits, including:

- Wisconsin Department of Commerce MBE Certification
- Wisconsin Tribal Employment Rights Office (TERO) Certification
- City of Madison, WI MBE
- City of Milwaukee Small Business Enterprise Certification
- Oneida Tribe of Indians of WI Certification
- Salt River Pima-Maricopa Indian Community Preferred Vendor Certification
- Gila River Indian Community Preferred Vendor Certification
- National Center for American Indian Enterprise Development (NCAIED) -MBE
- National Minority Supplier Development Council, Inc. Certification (issued by Grand Canyon Minority Supplier Development Council)
- State of Indiana MBE

Mavid Construction is also eligible for the five percent Indian Preference Rebate on select Federal Contracts.

Website

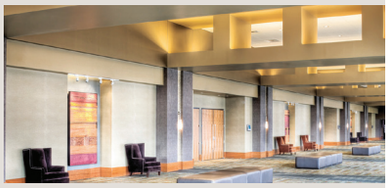
More information on Mavid Construction, including projects, certifications and news, can be found at www.MavidConstruction.com.

MAVID CONSTRUCTION

mavidconstruction.com

Green Bay Office
1609 Western Ave, Ste. A, Green Bay, WI 54303 • 877-494-0515

Construction Services
with Crews Nationwide



MAVID CONSTRUCTION

Your Partner in Success

Mavid Construction is one of the Nation's largest Native American owned commercial interiors construction companies offering a diversified group of construction services to private clients, public agencies and Tribal Nations throughout the United States. We have provided construction services since 2008 and have established a reputation as a well organized, highly skilled union company with the financial strength to execute large complex projects while at the same time being able to deliver expert personalized services to some of our smallest clients and projects.

Mavid's owner and co-founder, Zoar Fulwilder (Salt River Pima-Maricopa) has worked one-on-one with local union leaders, community organizers, community colleges, veterans groups and tribal employment officials to identify career paths, train and hire people from the communities we serve. We believe that our success doesn't end with delivery of a superior product and excellent customer service, but also extends to the opportunities we can create in the communities we serve.

Flooring

Our flooring installation teams take pride in their work and strive to make sure their craftsmanship will be envied and admired for generations.

- *Carpet*
- *Ceramic tile*
- *Hardwood*
- *Laminate*
- *Luxury vinyl tile & plank*
- *Natural stone*
- *Sheet vinyl*

Doors & Hardware

We listen to and work with our clients so we can deliver a commercial door system that meets all the project needs and owner's expectations.

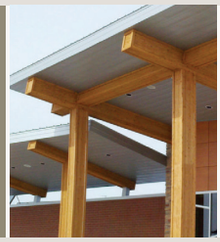
- *Stainless steel doors and frames*
- *Stile and rail doors*
- *Architectural hardware*
- *Custom hollow metal doors and frames*
- *Toilet partitions & bath accessories*

Glass & Glazing

Whether we are installing windows for your simple storefront or a sophisticated curtain wall system, we will work diligently to make sure that your project needs are met.

- *Window walls and operable windows*
- *Storefronts, curtain walls and entrances*
- *Custom-designed interior glass and mirrors*
- *Skylights and canopies*

Millwork



When it comes to millwork installation, it's all about the details. Our team brings meticulous attention to every one.

- *Cabinets*
- *Ceiling systems*
- *Lab casework*
- *Laminate casework*
- *Molding*
- *Railing systems*
- *Shelving*
- *Trim*
- *Wall & wainscot paneling*

Walls & Ceilings

Our experienced walls and ceilings team consistently performs for every customer with the highest quality control and integrity.

- *Commercial metal stud framing*
- *Drywall installation*
- *Drywall finishing*
- *Acoustical ceilings*

Certifications

- Wisconsin Department of Commerce MBE Certification
- Wisconsin Tribal Employment Rights Office (TERO) Certification
- City of Madison, WI MBE
- Oneida Tribe of Indians of WI Certification
- Salt River Pima-Maricopa Indian Community Preferred Vendor Certification
- Gila River Indian Community Preferred Vendor Certification
- U.S. Small Business Administration MBE
- National Minority Supplier Development Council, Inc. Certification (issued by The Pacific Southwest Minority Supplier Development Council)
- Eligible for the 5% Indian Preference Rebate on Select Federal Contracts

Capability Statement

Company Narrative:
Mavid Construction Services, LLC is a Native American owned Union company that was organized in April 2008 to service the interior finish construction market. Trades self-performed trades include Metal Stud and Drywall, Glass and Glazing, Door and Hardware, Metal Door Frames, Casework/Millwork, and Acoustical Ceilings.

In early 2011, Mavid Construction expanded into institutional, educational and residential markets to take advantage of the increasing amount of government work. This moved proved to be a good one with about 40% of our gross volume coming from these sectors.

Mavid Construction has grown to +130 employees in the field with 16 estimators/project managers and has worked on some of the most high-profile projects in the State of Wisconsin.

Cage Codes:	63J64
DUNS Number:	83-303-9824
Corporate Set-aside	SBA, MBE, Native American Owned "Buy Indian Act" eligible
NAICS Codes:	236220 – General Construction 221114 – Solar Electric Power Generation 335999 – EV Charging Stations

Ownership
Managing Member and Majority Owner (51%): Zoar Fulwilder, Member of the Salt River Pima-Maricopa Indian Community (a Federally Recognized Tribe)

Member and Minority Owner: Edward N. Martin (49%)

Construction
Glass & Glazing, Metal Stud & Drywall, Hard/Soft Flooring, Doors and Hardware, Ceilings and Operable Wall Systems.

Certifications
State of Wisconsin MBE
City of Milwaukee SBE
Oneida Nation of Wisconsin Indian Preference
Salt River Pima-Maricopa Indian Community Member Preference

Mavid Construction Services, LLC • 1609 Western Ave., Suite A, Green Bay, WI 54303
P: 877-494-0515 • F: 888-494-0504 • zfulwilder@mavidconstruction.com
www.mavidconstruction.com

(Certifications Continued)

US Small Business Administration MBE/SBA/Native American
Forest County Potawatomie Indian Preference
Ho Chunk Nation Indian Preference
Menominee Nation Indian Preference

Customers and Projects

Oneida Nation of Wisconsin
- Oneida Nation Casino
- Green Valley Elder Village
- Oneida Elder Care Center
- Thornberry Golf Club

Aurora Health Care
- Aurora Medical Center Oshkosh
- Aurora Medical Center Sheboygan County
- Aurora Medical Center Grafton

City of Green Bay
- Lambeau Field South End Zone Additions and Renovations
- Lambeau Field North End Zone Additions and Renovations
- Oneida Gate / Trophy Room / Hydrotherapy Center
- Suite and Club Level Remodel

Forest County Potawatomie
- Potawatomie Casino
- Potawatomie Resort

Bonding

Bonding Company:	GoldLeaf Surety Services, LLC
Project Limit:	$29,000,000
Aggregate Limit:	$50,000,000

Insurance Broker

AON Risk Management - $10M Umbrella

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Revel49

March 29, 2024

City of Green Bay
Community & Economic Development Department

Attn: William Peters

100 N Jefferson St, Room 608
Green Bay, WI 54301
Will.Peters@greenbaywi.gov

Dear Mr. Peters,

I am writing to express our sincere appreciation for your dedicated efforts in envisioning a vibrant and flourishing community at the JBS Redevelopment site. The JBS Site Redevelopment Full Collaboration Team's commitment to innovation inspires hope for an exciting future.

We are incredibly grateful to the City of Green Bay for considering us among other esteemed developers for this transformative opportunity. Being part of this project would be an immense honor for us, and we eagerly anticipate the possibility of contributing to the revitalization of this significant area.

We remain hopeful and optimistic about the potential to work together to make a lasting impact on the City of Green Bay and surrounding community.

With gratitude and optimism,

Collin Price
Managing Partner
Revel49

Revel49

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.5

Consideration with possible action to select development partner to prepare redevelopment proposal of the former Badger Sheet Metal site at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947).

BACKGROUND

On February 14, 2024, staff issued a Request for Qualifications (RFQ) to partner with the Redevelopment Authority (RDA) and Green Bay Metro Fire Department on the preparation of a redevelopment proposal for the former Badger Sheet Metal site. The selected development team would collaborate with City and Fire Department staff to prepare a comprehensive redevelopment proposal that includes multi-family housing, a fire station, administrative offices for fire services, and commercial spaces. Upon completion of a feasible redevelopment proposal, the City and developer may proceed with the consideration of a development agreement and subsequent construction of the project.

The property, a 5.25-acre brownfield, is located at 402 and 420 S. Broadway, 421 Arndt Street, and 419 S. Maple Street (Tax Parcels 3-569, 3-572, 5-574, and 2-947). The properties were acquired by RDA in 2018 to facilitate site cleanup and redevelopment. In 2023, the City was awarded a one million dollar ($1,000,000) Brownfield Cleanup Grant from EPA to demolish the existing buildings, excavate contaminated soils, and create a green infrastructure corridor with a bike/ped connection along the southern property line.

Staff received proposals from eleven (11) qualified developers: General Capital Group, Alexander Company, The Annex Group, Base Companies/TWG, Gorman & Company, Impact Seven/Three Leaf Partners, KCG Companies/Danna Capital, Movin' Out, Inc., The Richman Group, Three Sixty Real Estate Solutions, and T. Spell Development Group. The Real Estate Development Team of the Community & Economic Development Department, along with Fire Chief Matthew Knott, reviewed and scored all proposals based on the following criteria:

Development Team Qualifications	30
Experience and Project Examples	30
Proposed Design Approach	30
Proposal Document Quality	10
Total Possible Points	**100**

Based on the criteria above, the development team scoring the highest (99 points) is General Capital Group.

RECOMMENDATION

To approve the selection of General Capital Group as development partner in the preparation of a redevelopment proposal of the former Badger Sheet Metal site at 402 and 420 S. Broadway, 421 Arndt

Street, and 419 S. Maple Street.

FISCAL IMPACT

Selection of the development partner will not have a direct financial impact. Additional costs may be required for due diligence and site planning. These potential costs will be considered on a case-by-case basis with the expectation that the development partner will be responsible for an appropriate share of required costs. Tax Increment District (TID) #22 is an appropriate funding source for any potential due diligence and site planning costs that may be required of RDA.

ATTACHMENTS

1. RFQ Former Badger Sheet Metal 2024
2. General Capital RFQ submittal

Community & Economic Development Department
100 North Jefferson Street • Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3300
Fax 920.448.3426

Request for Qualifications (RFQ): Partnership Opportunity for Mixed-Use Development Project with City of Green Bay Redevelopment Authority & Green Bay Metro Fire Department

Former Badger Sheet Metal Site: 402 and 420 S. Broadway, 421 Arndt St., 419 S. Maple St.

Release Date: February 14, 2024

Submittal Due Date: March 18, 2024

Executive Summary

The City of Green Bay Redevelopment Authority and Green Bay Metro Fire Department invite qualified developers to submit their qualifications for a unique partnership opportunity in the development of a mixed-use building project. The selected development team would collaborate with City and Fire Department staff to prepare a comprehensive redevelopment proposal that includes multi-family housing, a fire station, administrative offices for fire services, and commercial spaces. Upon completion of a feasible redevelopment proposal, the City and developer may proceed with the consideration of a development agreement and subsequent construction the project.

Property Overview

The property, commonly referred to as the former Badger Sheet Metal property, is located at 402 and 420 S. Broadway, 421 Arndt, and 419 S. Maple Street (Parcels 3-569, 3-572, 3-574, and 2-947). The site is a 5.25-acre brownfield that is zoned Downtown 2 (D2), and The City's proposed uses for the site are permitted by the zoning code. The property is located within a Qualified Census Tract (QCT), an Opportunity Zone, and Tax Increment District #22 (TID-22---TheShipyard-September-2019 (greenbaywi.gov)).

The property was acquired by the Green Bay Redevelopment Authority (RDA) in 2018 to facilitate site cleanup and redevelopment. In 2023, the City was awarded a $1,000,000 Brownfield Cleanup Grant from EPA to demolish the existing buildings, excavate contaminated soils, and create a green infrastructure corridor with a bike/ped connection along the southern property line. The brownfield cleanup project will begin in 2024. Detailed brownfield information, including assessment reports are available at the Wisconsin DNR's BRRTs website: https://apps.dnr.wi.gov/botw/, search by using BRRTs number: 0205584381.

Neighborhood Overview

The property is located in Green Bay downtown Broadway within the Improvement Business District

(https://downtowngreenbay.com/about/broadway-district) and Seymour Park Neighborhood. The City has defined the immediate area of the property as the Shipyard Corridor, which is the focus

of a neighborhood revitalization effort that involves the cleanup and redevelopment of brownfields, including the Shipyard and C. Reiss coal pile properties.

The property is less than 500 feet away from the Shipyard, a new public riverfront park that will include a great event lawn, dog park, fishing pier, playground, urban beach, docks with kayak launch, and a commercial plaza focused on food, beverage, and local retail. More information about the Shipyard is available at https://greenbaywi.gov/shipyard. More information about the City's vision to revitalize the former Badger Sheet Metal site and surrounding neighborhood is provided in the EPA-funded Shipyard Corridor Redevelopment Guide, linked here: https://greenbaywi.gov/DocumentCenter/View/6929/Shipyard-Corridor-Redevelopment-Guidance-Report.

Components of the Redevelopment

The selected development team will engage with City and Green Bay Metro Fire Department staff to prepare a redevelopment proposal that includes the components outlined below. The City would consider entering into a long term lease with the selected developer for spaces to be used for the fire station and fire department administration offices. A condominium arrangement may also be considered.

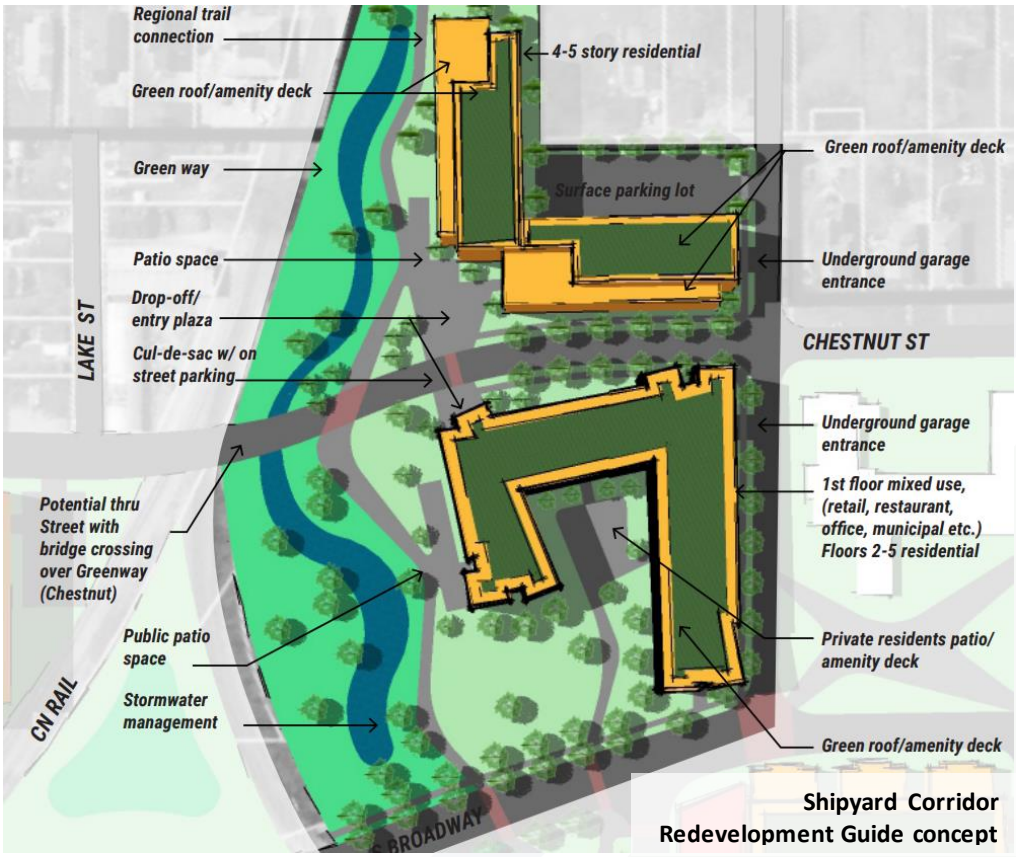
1. Multi-Family Housing: The development should include at least 200 units of multi-family housing. The City would consider market rate or mixed-income rental units. Emphasis will be placed on creating sustainable, inclusive, and modern living spaces that contribute to the vitality of the neighborhood.

2. City Fire Station: The mixed-use building(s) will house a state-of-the-art fire station equipped to meet the operational needs of the Green Bay Metro Fire Department. The design should prioritize functionality, efficiency, and safety standards, ensuring optimal response times and service delivery. The Metro Fire Department anticipates the need for at least six bay doors – three large doors to accommodate a fire engine, ambulance, and reserve unit, and three small doors to accommodate pickup trucks and SUVs. Drive-through bays are preferred to avoid backing issues. The fire station would house a minimum of seven people and a command staff.

3. Fire Administration Offices: Adjacent to the fire station, the development will incorporate administrative offices for the Green Bay Metro Fire Department. These offices will serve as the hub for administrative functions, fostering coordination, communication, and strategic planning within the department.

4. Commercial or active uses along Broadway: The redevelopment plan should integrate active ground floor uses along Broadway to foster a dynamic and lively streetscape. Though retail uses are preferred, the City would also consider a combination of other similar uses, such as community spaces and fitness facilities.

5. Green Infrastructure Corridor: To address stormwater runoff, improve water quality, and mitigate flooding, the City plans to invest in a green infrastructure corridor that runs along the southern property line. This facility will also include a public bike/ped connection between Seymour Park to the west and Broadway and Shipyard to the east.



Shipyard Corridor Redevelopment Guide concept

Qualifications Requirements:

Development teams responding to this RFQ are expected to comprise firms and professionals who possess proven expertise and extensive experience in the following areas:

1. Mixed-use development: Demonstrated proficiency and track record in designing and developing mixed-use buildings that integrate multi-family residential, municipal, commercial, and other compatible uses. Emphasis will be placed on the team's ability to create sustainable, inclusive, and contemporary spaces that enhance the vibrancy of urban neighborhoods.

2. Multi-family housing development: Established expertise in designing and developing multi-family housing projects with a focus on functionality, sustainability, and community integration. If the team intends to undertake a mixed-income project with affordable units, they should showcase their qualifications in leveraging Low Income

Housing Tax Credits, HOME funds, Housing Choice Vouchers, or similar programs to facilitate affordability.

3. Brownfield redevelopment: Proven experience and competence in revitalizing sites impacted by soil and groundwater contamination. The team should demonstrate their ability to navigate the complexities of brownfield redevelopment, ensuring environmental remediation and transformation into safe, productive spaces.

4. Fire station design: Inclusion of architects with specialized expertise and a strong track record in designing fire stations. The team should exhibit a comprehensive understanding of operational requirements, safety codes, and best practices pertinent to fire station design, ensuring the development of efficient and effective facilities to support firefighting operations and community safety.

Submission Guidelines:

Interested developers are invited to submit their qualifications electronically to Ronda.Bitney@greenbaywi.gov no later than March 18, 2024. Submissions should include:

1. Company profile highlighting relevant experience and past projects.
2. List of key team members and their respective roles.
3. Portfolio showcasing previous work relating to mixed-use development, multi-family housing, brownfield redevelopment, and fire station design.
4. General description of the proposed redevelopment approach and design philosophy. Description should specify developer's desired level of density, number or range of housing units and housing unit types, and consideration for ground floor commercial uses. Concept images/plans are not required, as site design will be considered through close coordination with City and Fire Department staff.

Selection Process:

The selection of the partnering development team will be based on a thorough review of qualifications, experience, and proposed approach. Shortlisted firms may be invited for interviews or presentations to further evaluate their suitability for the project.

Contact Information:

For inquiries and submission of qualifications, please contact:

Ronda Bitney

Real Estate Specialist
Ronda.bitney@geenbaywi.gov

GENERALCAPITAL

Response to RFQ

City of Green Bay Redevelopment Authority & Green Bay Metro Fire Department

General Capital Group
Sig Strautmanis
414-228-3502
Sig@generalcapitalgroup.com

GENERALCAPITAL

COLLABORATE · INNOVATE · EXECUTE

6938 N SANTA MONICA BLVD
MILWAUKEE, WI 53217

GENERALCAPITALGROUP.COM

P: 414.228.3500
F: 414.228.3700

March 18, 2024

Ms. Ronda Bitney
Real Estate Specialist
City of Green Bay - Community and Economic Development Department
100 North Jefferson St, Green Bay, WI 54301

RE: General Capital Development, LLC RFQ response for Badger Sheet Metal Site

Dear Ms. Bitney,

General Capital Development, LLC ("GCD") is proposing to partner with the City of Green Bay Redevelopment Authority and Green Bay Fire Department to prepare a comprehensive redevelopment plan for the former Badger Sheet Metal site located at 420 S. Broadway Street in Green Bay.

Throughout its history, GCD has successfully developed dozens of housing, commercial, and industrial properties. Recently, GCD completed two successful projects in Brown County. The group acquired and rehabilitated the Orchard Ridge Apartments, an affordable housing community and developed the Berkshire Ashwaubenon, a mixed-use senior and family affordable housing complex. Both projects are in Ashwaubenon. In March of this year, The Berkshire Ashwaubenon hosted Secretary Designee Kathy Blumenfeld, of the Wisconsin Department of Administration for a site visit. The Secretary designee left the tour thoroughly impressed and ready to report to Governor Evers on the success of the project. This is the type of success, notoriety, and recognition GCD is aiming to achieve at the Badger Sheet Metal site.

GCD, if selected, is ready to work with the firm's third party long-term strategic partners. These firms will be described later in the RFQ. Especially significant for this project is GCD's 15 year plus working relationship with The Sigma Group ("Sigma"), an award-winning civil and environmental engineering firm based in Wisconsin. Sigma has expertise in managing VOCs with vapor mitigation, navigating the CLOMR process with FEMA, and extensive expertise with brownfield remediation. GCD is also proud to include Five Bugles Design, a specialty architectural

firm whose niche is to provide planning and design services to the public safety service industry on the team. The award-winning team is among the most experienced fire station design professionals in the Country.

General Capital Development is looking forward to working with the City of Green Bay and Fire Department to successfully develop the old Badger Sheet Metal site. If you have any questions, please do not hesitate to contact me at (414) 228 -3502.

Sincerely,

Sig Strautmanis

GENERAL CAPITAL

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I. Company Profile
   a. General Capital Group Overview
   b. Past Projects and Relevant Experience

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   a. General Capital In-house Services
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   c. Strategic Third Party Team Partners

III. Featured Portfolio
   a. Mixed Use Development
   b. Multi-Family Development
   c. Brownfield Redevelopment
   d. Fire Station Design

IV. Proposed Redevelopment Approach
   a. Design Philosophy and Development Process
   b. Response to City's Density and Mixed-Use Objectives

GENERAL CAPITAL

I Company Profile

General Capital Group ("General Capital") was founded in the mid 1990's by two brothers Michael Weiss and David Weiss. General Capital works closely with tenants and municipalities to ensure that projects achieve long-term objectives, often leading to repeat public-private partnerships. Headquartered in Milwaukee with a satellite office in Chicago, the team has grown to 25 employees with expertise in every facet of real estate development. The group is experienced, flexible and creative and focused in two primary areas: affordable housing and commercial real estate. The group also includes general contracting and commercial property management subsidiaries.

Affordable Housing Group

The affordable housing development arm of the General Capital Group has an extensive track record developing high-quality affordable housing projects in Wisconsin, Illinois, Michigan and Pennsylvania. The current affordable housing portfolio includes 36 assets with another seven currently under construction. General Capital currently owns all the affordable multi-family properties it has developed using tax credits. The goal is to own the affordable assets for at least 30 years and maintain and operate the assets in a first-class manner. General Capital recently hired a full-time affordable housing asset manager to engage with third party property management partners to ensure the success of the housing portfolio.

Commercial Development Group

In addition to operating an affordable housing group, General Capital has an active commercial development division. This division seeks to acquire, develop and invest in non-affordable housing real estate. The group has successfully developed dozens of build-to-suits, mixed-use, office and industrial projects over the last 25 years.

Bedrock Construction Company (General Contractor)

Bedrock Construction Company, LLC is an in-house general contracting division. The firm's ability to provide in-house expertise to navigate the complex development process and provide in-house construction services sets us apart from other developers. Bedrock Construction has successfully built 25 affordable housing projects in Wisconsin and Michigan. The group expects to generate over $50 million in revenue in 2024. General Capital founded Bedrock Construction as a vehicle to maintain better control over projects under construction, contain costs and change orders and to deliver projects on time and on budget.

General Capital Management, Inc. (Property Manager)

General Capital's property management group is staffed with individuals with leasing, asset management and property maintenance expertise. Currently under management is 328,117 square feet of retail, 153,600 square feet of industrial and 38,385 square feet of office space.

GENERALCAPITAL

Past Projects & Relevant Experience

Attached are three project lists. The first includes residential properties developed by General Capital, second is properties constructed by Bedrock Construction, and the third lists commercial deals developed by General Capital. Specific examples of multifamily, mixed-use, brownfield, and fire station design projects are described in greater detail in Section III.

GENERALCAPITAL

CURRENT RESIDENTIAL PORTFOLIO

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Riverwest Apartments**	91	77	Workforce	Milwaukee	WI	Under Construction
Johnsburg Workforce Housing	49	49	Workforce	Johnsburg	IL	Under Construction
The Preserve Elkhart Lake **	50	50	Workforce	Elkhart Lake	WI	Under Construction
MLK Library Apartments **	93	93	Workforce	Milwaukee	WI	Under Construction
Berkshire Sheboygan Riverfront **	101	101	Senior/Workforce	Sheboygan	WI	Under Construction
Tyden Lofts **	60	60	Workforce	Hastings	MI	Under Construction
Berkshire at The Grove **	102	102	Senior	Stevens Point	WI	2024
Union Apartments	53	53	Workforce	Wheeling	IL	2023
Berkshire Ashwaubenon **	75	63	Senior/Workforce	Ashwaubenon	WI	2023
Chapel Garden **	63	63	Senior	Milwaukee	WI	2022
Village at Jackson Hill	40	40	Senior	Muskegon	MI	2021
Orchard Ridge **	43	43	Workforce	Ashwaubenon	WI	2021
Post Office Apartments **	63	63	Workforce	Niles	MI	2021
Berkshire Sheboygan Falls **	65	54	Senior	Sheboygan Falls	WI	2021
Berkshire Johnsburg	68	67	Senior	Johnsburg	IL	2021
Albert Kahn Apartments **	73	73	Workforce	Jackson	MI	2021
Ten21 Apartments **	73	73	Workforce	Muskegon	MI	2021
Berkshire Stevens Point **	88	88	Senior	Stevens Point	WI	2021
Brass Works Apartments **	73	64	Workforce	Delavan	WI	2020
Ruxton Apartments **	71	60	Workforce	Platteville	WI	2019
Four Flags Apartments	81	81	Senior	Niles	MI	2019
Riverwalk Apartments *	136	0	Workforce	Waukesha	WI	2019
Berkshire Niles **	53	53	Senior	Niles	MI	2018
Harbor City Flats	81	81	Family	Benton Harbor	MI	2018
Berkshire Muskegon **	84	68	Senior	Muskegon	MI	2018
Greenbelt Apartments *	160	0	Workforce	Greendale	WI	2018
Hunters Run Apartments	72	72	Workforce	Newton	IA	2018
Valley View Apartments	96	96	Workforce	Cedar Rapids	IA	2018
Berkshire Paw Paw **	42	42	Senior	Paw Paw	MI	2017
Johnston Heights Apartments	84	0	Workforce	Johnston	IA	2017
Regency Heights Apartments	75	75	Senior	Iowa City	IA	2017
Lakeside Gardens **	80	80	Family	Fond Du Lac	WI	2016
Sage on Prospect *	34	0	Workforce	Milwaukee	WI	2016
Shorewood Apartments *	95	0	Workforce	Shorewood	WI	2016
Tech Village Student Living *	59/263 beds	0	Student Housing	Grand Chute	WI	2016
Whispering Hills Apartments	72	72	Family	Port Byron	IL	2015

* Indicates Market Rate Project

** Indicates Bedrock Construciton Project

GENERALCAPITAL

CURRENT RESIDENTIAL PORTFOLIO

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Wildberry Village Apartments **	74	74	Family	Rockford	IL	2015
MIAD Student Apartments *	85/385 beds	0	Student Housing	Milwaukee	WI	2015
Rosewood Apartments	86	86	Senior	Berwick	PA	2014
Berkshire Greendale **	90	76	Senior	Greendale	WI	2012
Beerline B Apartments **	140	119	Workforce	Milwaukee	WI	2012
Berkshire at Kensington **	177	158	Senior	Waukesha	WI	2011
Hide House Lofts **	60	60	Workforce	Milwaukee	WI	2010
Berkshire Oconomowoc **	85	84	Senior	Oconomowoc	WI	2005
Berkshire at Sunset **	78	78	Senior	Waukesha	WI	2003
Berkshire West Allis **	80	80	Senior	West Allis	WI	2003
Silvernail	90	90	Senior	Waukesha	WI	2001
Total	**3,743**	**2,961**				

FEE DEVELOPER TAX CREDIT DEALS

PROJECT	UNITS	INCOME RESTRICTED UNITS	TYPE	CITY	STATE	ACQUIRED/PIS
Greenwich Apartments **	53	36	Supportive	Milwaukee	WI	2016
Bradley Crossing Phase II **	54	54	Supportive	Brown Deer	WI	2015
Deerwood Crossing Phase II **	30	25	Senior RCAC	Brown Deer	WI	2014
Bradley Crossing **	60	60	Supportive	Brown Deer	WI	2012
Maria Linden **	72	61	Senior RCAC	Milwaukee	WI	2012
Elvin Sted **	33	32	Supportive	Stoughton	WI	2011
Deerwood Crossing **	66	64	Senior RCAC	Brown Deer	WI	2010
MacCauley Apartments **	46	35	Supportive	Milwaukee	WI	2009
Total	**414**	**367**				

* Indicates Market Rate Project

** Indicates Bedrock Construciton Project

BEDROCK CONSTRUCTION CO. LLC

PROJECTS

PROJECT	UNITS	TYPE	CITY	STATE	COMPLETION
Riverwest Apartments	91	Workforce	Milwaukee	WI	Under Construction
The Preserve Elkhart Lake	50	Workforce	Elkhart Lake	WI	Under Construction
Tyden Lofts	60	Workforce	Hastings	MI	Under Construction
Berkshire–Sheboygan	101	Senior	Sheboygan	WI	Under Construction
MLK Library Apartments	93	Workforce	Milwaukee	WI	Under Construction
Berkshire-Ashwaubenon	75	Senior/Workforce	Ashwaubenon	WI	2023
Berkshire at The Grove	102	Senior	Stevens Point	WI	2023
Chapel Garden	63	Senior	Milwaukee	WI	2022
Orchard Ridge	43	Workforce	Ashwaubenon	WI	2021
Ten21 Apartments	73	Workforce	Muskegon	MI	2021
Berkshire-Stevens Point	88	Senior/Workforce	Stevens Point	WI	2021
Albert Kahn Apartments	73	Workforce	Jackson	MI	2021
Post Office Apartments	63	Workforce	Niles	MI	2021
Berkshire-Sheboygan Falls	65	Senior	Sheboygan Falls	WI	2021
Brass Works Apartments	73	Workforce	Delavan	WI	2020
Ruxton Apartments	71	Workforce	Platteville	WI	2019
Berkshire-Niles	53	Senior	Niles	MI	2019
Berkshire-Muskegon	84	Senior	Muskegon	MI	2018
Berkshire-Paw Paw	42	Senior	Paw Paw	MI	2018
Greenwich Apartments	53	Supportive	Milwaukee	WI	2016
Bradley Crossing Phase II	54	Supportive	Brown Deer	WI	2015
Whispering Hills Apartments	72	Family	Port Byron	IL	2015
Deerwood Crossing Phase II	30	Senior RCAC	Brown Deer	WI	2014
Beerline B Apartments	140	Workforce	Milwaukee	WI	2012
Berkshire-Greendale	90	Senior	Greendale	WI	2012
Bradley Crossing	60	Supportive	Brown Deer	WI	2012
Maria Linden	72	Senior RCAC	Milwaukee	WI	2012
Berkshire at Kensington	177	Senior	Waukesha	WI	2011
Elvin Sted	33	Supportive	Stoughton	WI	2011
Deerwood Crossing	66	Senior RCAC	Brown Deer	WI	2010
Hide House Lofts	60	Workforce	Milwaukee	WI	2010
McAuley Apartments	46	Workforce	Milwaukee	WI	2009
Berkshire-Oconomowoc	85	Senior	Oconomowoc	WI	2005

BEDROCK CONSTRUCTION CO. LLC

PROJECTS

PROJECT	UNITS	TYPE	CITY	STATE	COMPLETION
Berkshire at Sunset	78	Senior	Waukesha	WI	2003
Berkshire-West Allis	80	Senior	West Allis	WI	2003

GENERALCAPITAL

COMMERCIAL PROJECT LIST

PROJECT	SF	TYPE	CITY	STATE	YEAR	STATUS
Middleton	550,000	Industrial - Acquisition	Middleton	WI	2023	Own
Sellars Distribution Center	125,000	Industrial	Milwaukee	WI	2018	Sold
Century City 1	53,160	Industrial	MIlwaukee	WI	2016	Sold
Nordco	300,000	Industrial	Oak Creek	WI	2015	Own
Bubricks Office Building	25,000	Industrial	Menomonee Falls	WI	2005	Sold
Granville Business Park / Calumet Woods	n/a	Industrial	Milwaukee	WI	1999	Sold
Sussex GenCoat	82,000	Industrial	Sussex	WI	1999	Sold
IDC Aerospace	28,000	Industrial	Menomonee Falls	WI	1998	Sold
Joshen Paper Building	154,000	Industrial	Milwaukee	WI	1997	Own
Wis-Pak (Pepsi) Distribution	130,000	Industrial	Milwaukee	WI	1997	Sold
Genoa Pharmacuticals	16,780	Life Sciences	Jackson	WI	2019	Own
Illumina	133,000	Life Sciences	Madison	WI	2019	Own
Exact Sciences - II	337,000	Life Sciences	Madison	WI	2019	Fee Dev
Exact Sciences - I	170,000	Life Sciences	Madison	WI	2017	Fee Dev
Reed Street Yards	n/a	Office & Mixed Use Land	Milwaukee	WI	2021	Sold
U.S. Coast Guard/Customs and Border Protection	50,000	Office/Government	Jacksonville	FL	2016	Sold
U.S. Immigration and Customs Enforcement	50,000	Office/Government	Jacksonville	FL	2012	Sold
U.S. Drug Enforcement Administration	50,000	Office/Government	West Milwaukee	WI	2008	Sold
DePere Mixed-Use	20,000	Retail - Acquistion	DePere	WI	2016	Sold
MIAD Triangle	4,000	Retail	Milwaukee	WI	2016	Sold
Shorewood Metro Market Grocery	90,320	Retail	Shorewood	WI	2016	Sold
Shorewood Mixed-Use Shops	17,000	Retail	Shorewood	WI	2016	Sold
Parkwood Plaza	49,600	Retail	Middleton	WI	2015	Own
Beltline Highway	42,000	Retail - Acquisition	Madison	WI	2015	Sold
Capitol East Plaza	36,387	Retail - Acquisition	Brookfield	WI	2014	Sold
Brookfield Marketplace	90,819	Retail - Acquisition	Brookfield	WI	2013	Sold
CVS	11,000	Retail	Buffalo	NY	2012	Sold
CVS	11,000	Retail - Acquisition	Bloomington	IN	2012	Sold
Capital West Plaza	31,703	Retail	Brookfield	WI	2011	Own
Pick 'n Save Mount Pleasant + retail shops	93,000	Retail	Mt. Pleasant	WI	2011	Sold
Pick 'n Save West Bend	52,000	Retail	West Bend	WI	2011	Sold
Copp's Grocery	63,000	Retail	Sun Prairie	WI	2010	Sold
Pick 'n Save Sheboygan	48,000	Retail	Sheboygan	WI	2010	Sold

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COMMERCIAL PROJECT LIST

PROJECT	SF	TYPE	CITY	STATE	YEAR	STATUS
Bradley Village Shopping Center	18,500	Retail	Brown Deer	WI	2008	Sold
Pick n' Save - West Milwaukee	57,000	Retail	West Milwaukee	WI	2007	Own
Centennial Place Shops	2,500	Retail	West Milwaukee	WI	2007	Own
Pick 'n Save Green Bay	55,000	Retail	Bellevue	WI	2006	Sold
Hide House Mixed Use	140,000	Retail - Mixed Use	Milwaukee	WI	2006	Sold
Glendale Market	76,000	Retail	Glendale	WI	2005	Own
Marianos Fresh Market	60,000	Retail	Arlington Heights	IL	2004	Sold
Sunset & Prairie Grocery	51,000	Retail	Waukesha	WI	2004	Sold
Sunset & Prairie Shops	19,700	Retail	Waukesha	WI	2004	Sold
Hillside Terrace / Delafield Shopping Center	10,000	Retail	Delafield	WI	2002	Sold
Hatchery Hill Copp's Grocery Store	60,000	Retail	Fitchburg	WI	2000	Sold
Kohl's Food Store Grantosa	82,000	Retail	Milwaukee	WI	2000	Sold
Hatchery Hill Shops & Apartments	50,000	Retail - Mixed	Fitchburg	WI	2000	Sold
Osco Drugs Capitol Drive	9,500	Retail	Milwaukee	WI	1999	Sold
Walgreens Germantown	15,000	Retail	Germantown	WI	1999	Sold
Audobon Court	50,000	Retail	Fox Point	WI	1998	Own
Washington Square Mall	114,000	Retail	Germantown	WI	1998	Sold
Pick N Save Grocery 82nd & Bluemound	38,000	Retail	Milwaukee	WI	1997	Own
Riverpoint Village	151,400	Retail	Fox Point	WI	1996	Own
Fox Point Shops	50,085	Retail	Fox Point	WI	1995	Own

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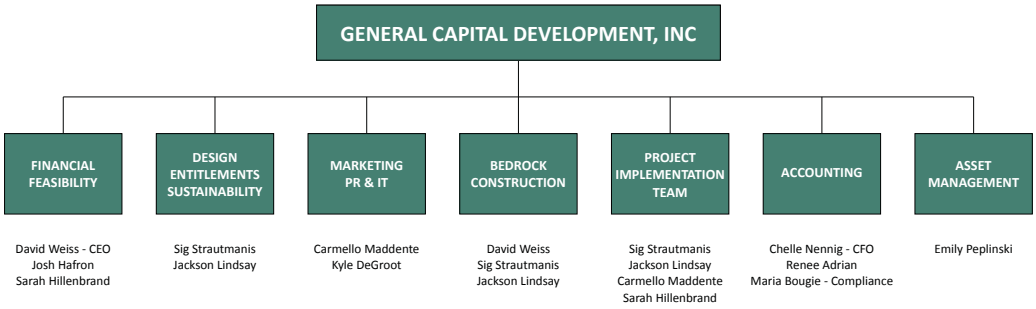
II Key Team Members

The project team will consist of both General Capital and its strategic partners. The first part of this section describes General Capital and its key team members. The second section describes our third-party strategic team members.

General Capital In-House Services

General Capital's in-house team includes expertise in all aspects of real estate development from design and construction to financing and property management. General Capital has the capacity to conceptualize and model potential projects very quickly, saving time and money in the early stages of the process. The firm's in-house services include predevelopment and feasibility analysis, site design, conceptual planning, soft money sourcing, grant writing, accounting, marketing, IT, municipal entitlements, sustainability programming, financing, pre-construction and construction services, project implementation and asset management.

GENERAL CAPITAL IN-HOUSE SERVICES



Financial Feasibility

General Capital excels at analyzing, understanding, and providing creative cost-effective solutions to real estate projects with complex legal, financial, environmental, and structural considerations. General Capital has developed a sophisticated financial model that allows our team to quickly assess a project's feasibility based on cost, proforma rents, financing assumptions and other key metrics. For prospective LIHTC projects our team also models the feasibility of a variety of financing programs including Section 42 Housing Tax Credits and countless soft money programs. Our models enable us to assess the feasibility of competitive scoring for Housing Tax Credits and long-term financial projections. We will work with Green Bay to assess the early feasibility of a proposed site and provide constructive feedback to increase the likelihood of success.

General Capital's recent affordable housing transactions have required significant soft money to close the deal. This has included TIF funding from local municipalities, HOME funds from the Cities and/or the State of Wisconsin, Housing Trust Funds from WHEDA and/or the City, BEBR ("brownfield") grants, green infrastructure funding through

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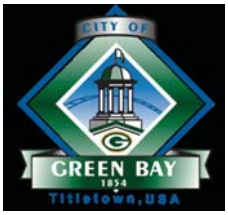

MMSD, energy efficiency incentives through Focus on Energy, ARPA funding, private foundation funding (e.g. Bader Foundation) and Affordable Housing Program ("AHP") grants from the Federal Home Loan Banks. Each of these sources requires some type of application, grant request or other competitive form of evaluation. General Capital has the in-house expertise to write grants, produce proposals and attractively package requests for funding to maximize the likelihood of approval.

In addition to pre-development feasibility, our financial team has extensive experience closing deals. Numerous financial instruments are used as capital sources on nearly every transaction. These complex structures require patience, flexibility, and financial sophistication. General Capital has in-house expertise in banking, finance, and accounting to close challenging deals through all phases of an economic cycle. The group has been able to accomplish this throughout its history.

The list below illustrates creative financial instruments General Capital has successfully employed:

- 9% Affordable Housing Tax Credit Equity
- 4% Affordable Housing Tax Credit Equity
- 4% WI Affordable Housing Tax Credit Equity
- Federal Historic Tax Credit Equity
- Wisconsin Historic Tax Credit Equity
- Solar Credits
- 45 L Credits
- HOME Funds
- CDBG Funds
- ARPA Funds
- WEDC Idle Site Grants
- WEDC Community Development Grants
- Federal Home Loan Affordable Housing Grants
- Tax Increment Financing
- Housing Trust Funds
- Capital Magnet Funds
- WHEDA Short-Term Tax-Exempt Debt
- WHEDA Long-Term Tax-Exempt Debt
- WHEDA Taxable First Mortgage Debt
- First Mortgage Bank Permanent Debt
- Environmental Grants
- Utility Energy Grants

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Financial Feasibility Team Members

Key General Capital Personnel	Role in Pre-Development and Financing Feasibility
David Weiss, CEO	Directs all financing related matters, maintains relationships with key banking/equity relationships.
Josh Hafron	Directs site research, responsible for site control, early due diligence, communication with key stakeholders. Specific expertise in Section 8 and Project Based Vouchers, HAP contracts, HUD-related matters.
Linda Gorens-Levey	Lead public relations liaison, directs communication with municipal and community stakeholders, facilitates outreach throughout the development process.
Sarah Hillenbrand	Evaluation of Qualified Allocation Plans and competitive financing/tax credit programs, early evaluation/scoring of sites.
Jenifer Bersch	Paralegal; closing coordination, contracts, insurance

Architectural and Site Design, Municipal Entitlements and Sustainability

General Capital leads the design and municipal entitlement process as a hands-on owner. The group presents its' projects and negotiates the details of each approval on its' own, rather than relying on third parties. Two team members with architectural backgrounds and master's in architecture lead the firm's design, entitlement, and sustainability initiatives. Early in the process, General Capital produces site feasibility analyses and yield plans, providing critical input for early financial modeling and pre-development feasibility. With the increase in sophisticated zoning mechanisms such as Form Based Code, this early exploration is key to understanding what can be done on a given site. As the design progresses, the team will engage with local officials to ensure a smooth entitlement process. As the design evolves, the team will lead weekly Owner-Architect-Contractor ("OAC") meetings to keep the design process moving and to help maintain the integrity of the original design as detailed construction documents are produced. Finally, General Capital has in-house expertise in evaluating appropriate sustainability programs and financial incentives to push the envelope of green building. The firm hs facilitated significant solar installations for clients and are currently implementing one of Milwaukee Public Library's first geothermal installations.

Our team includes former municipal officials and public relations experts who understand the importance of making a positive impression on both elected/appointed officials, neighborhood groups and community stakeholders. General Capital has received approval for complex, controversial projects by engaging with local stakeholders and responding to concerns with a sincere willingness to build consensus and achieve community buy-in for our projects. We are willing and able to take the lead in the community engagement process for any project we partner with Green Bay.

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Architectural/Site Design, Municipal Entitlements and Sustainability Team Members

Key General Capital Personnel	Role in Architectural and Site Design, Entitlements and Sustainability
Sig Strautmanis	Former planning director and current plan commissioner, leads design and municipal entitlements
Jackson Lindsay	Oversees construction document production; sustainability coordinator and leader of renewable energy initiatives

Marketing, Brand Development, and IT

General Capital maintains a full marketing department with in-house expertise in brand creation, web development, marketing and copy writing. General Capital develops a unique brand identity for each project that is based on a project's local context, making each property responsive to where it is located. The group also continues to develop the "Berkshire" brand of independent senior communities throughout the Midwest. It is important to market affordable housing in a "brand-forward" way, with no differentiation from market rate housing. General Capital maintains high occupancy rates because the properties are seen as desirable, highly active places to live. In addition to in-house marketing, General Capital has a Director of Information Technology to design and implement robust internet and digital technology at the property level.

Marketing, Brand Development, and IT Team Members

Key General Capital Personnel	Role in Marketing, Brand Development, and IT
Carmello Maddente	VP of Marketing and IT; directs all marketing and brand development initiatives. Designs and procures all IT-related infrastructure
Kyle DeGroot	MIAD graduate; lead graphic designer, web designer and professional in-house photographer.

Construction

Bedrock Construction, as subsidiary of General Capital, maintains office operations at General Capital and hires a third-party construction manager to manage bidding and run field operations. Bedrock Construction will enter a Guaranteed Maximum ("GMAX") contract with the project's ownership entity. The construction manager will bid each trade to several subcontractors and negotiate a qualified low bid for each trade. Bedrock Construction then enters AIA subcontracts under the general contractor's contract. Bedrock Construction does not self-perform any trades, thus all aspects of a given project are hard bid. This platform has consistently provided high-quality projects that are delivered on time and on budget. This in-house construction expertise also benefits our projects by maintaining a direct connection with the construction industry, current trends, and best management practices.

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Construction Team Members

Key General Capital Personnel	Role in Construction
David Weiss	Partner in Charge of Bedrock Construction Company
Sig Strautmanis	Project Manager, budgeting, contracts, change orders, draws, schedule
Jackson Lindsay	OAC coordination, submittals, RFI management, architectural/structural team coordination

Project Implementation Team

As part of Bedrock Construction's services, key personnel play a critical implementation role to ensure a smooth construction delivery. Our Project Implementation Team ("PIT") manages hundreds of details that often fall through the cracks or are not given enough attention during the construction process, resulting in a substandard project. The PIT manages owner-architect-contractor calls during pre-development, facilitates regular meetings of project stakeholders, reviews plans for design intent and construction details, reviews submittals, manages MEP design/build processes and IT design. The PIT also works closely with interior designers and Fixtures, Furniture & Equipment ("FFE") providers to provide consistency from design to installation. Finally, prior to resident occupancy, the PIT manages punch lists and conducts a turnover day, when the property management team meets with major trades to walk through the details of building systems, warranties and any special features requiring ongoing maintenance (e.g. certain environmental remediation installations). This process has yielded excellent results and provided for a soft landing at building turnover.

Project Implementation Team Members

Key General Capital Personnel	Role in Project Implementation Team
Sig Strautmanis	Partner in charge of Project Implementation Team
Jackson Lindsay	Plan review, permitting, submittal review, RFI management, renewable energy implementation, sustainability program compliance
Carmello Maddente	Low voltage, IT, building systems, card access and surveillance
Sarah Hillenbrand	Interiors, FFE, art procurement, signage

GENERAL CAPITAL

Accounting

General Capital has a full accounting department with a CPA as our Chief Financial Officer. General Capital's accounting department plays an active role throughout the development process. The accountants process draws, maintain operating budgets, and provide critical tax planning as we work with our strategic third-party accountants. Numerous partners, banks and investors have specifically commented that General Capital's accounting department is one of the best they have worked with. Green Bay will benefit from the strength of our accounting department with thorough documentation, accounting, and operational reporting through the life of the project.

Accounting Team Members

Key General Capital Personnel	Role in Accounting
Chelle Nennig, CFO	Chief Financial Officer and director of accounting operations
Renee Adrian	Lead accountant responsible for draws and accounts payable during construction; property accounting post stabilization.
Maria Bougie	Grant compliance and reporting, Section 3 compliance

Asset Management

General Capital recently hired a full-time asset manager to supervise ongoing property management operations, maintain ongoing communications with on-site property management, conduct routine property inspections, review ongoing maintenance, recommend long-term capital expenditures, and maximize property revenue through ongoing review of rents and expenses. The asset manager comes from one of Wisconsin's largest private property management companies and brings years of experience in property management and supervision to our team.

Asset Management Team Members

Key General Capital Personnel	Role in Asset Management
David Weiss	Partner-in-Charge of Asset Management
Emily Peplinsky	Asset Manager

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General Capital Team Member Bios

Included below are brief biographies of the General Capital's team members mentioned above.

David Weiss

David began his career in 1987 in New York with Citibank's Leveraged Capital Group. In 1991 he became a Vice President in Citibank's Institutional Recovery Management group, where he was involved in corporate workouts, restructuring and lender litigation. In 1993, David moved to Citibank's Real Estate Department in Chicago, where he was a team leader in the Shopping Centers Group and managed a large debt portfolio. He joined General Capital in 1997 as a founding Partner. David is responsible for General Capital's life sciences efforts, the affordable housing department, equity and banking relationships, and overall risk management.

Josh Hafron

Josh Hafron joined General Capital's Chicago office in 2007 with a focus on the acquisition and redevelopment of affordable/low-income housing projects across the country. Josh has over 25 years of commercial real estate experience. Prior to joining General Capital, he served as assistant vice president with Urban Innovations in Chicago, where he was involved in the acquisition of affordable housing projects nationally. Josh previously held positions with First Industrial Realty Trust and First Chicago Capital Markets. Josh graduated from Tufts University and has a joint MA/MBA degree from George Washington University. He and his wife Kim live with their two children in Glencoe, IL.

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Sig Strautmanis

Sig is responsible for coordinating General Capital's design, municipal entitlements, construction, environmental initiatives, and many other functions. He is particularly involved as a leader of the affordable housing effort. Sig was a Milwaukee Business Journal "40 Under 40" for his many contributions to the profession and local community. He joined General Capital in 1999 after working for LDR International, a nationally recognized land use and urban design firm, and as Planning Director for the Village of Germantown, a high growth Milwaukee suburb. Sig is also an Adjunct Professor of Urban Planning at the University of Wisconsin – Milwaukee where he previously earned master's degrees in Architecture and Urban Planning.

Linda Gorens-Levey

Linda joined General Capital as a Partner in 2015. Previously, she was a Managing Director at Stark Investments, a global multi-billion-dollar alternative investment firm where she was responsible for managing the firm's portfolio of direct real estate investments and various private equity investments. Linda was the Chief Operating Officer from the time she joined Stark in 1997 until 2004. Prior to Stark, Linda was an Associate Director of Investments at Northwestern Mutual Capital, the private debt and equity department at Northwestern Mutual Life.

Linda earned a master's in Finance and Marketing from the Kellogg Graduate School of Management at Northwestern University and a B.B.A. in Accounting from the University of Wisconsin-Madison (and is both a CPA and CFA). At General Capital, Linda works closely with Michael and David Weiss on new projects, development partnerships with many municipalities, the firm's overall risk management and several oversight functions. Linda is extremely active in the Milwaukee community. She served on the Board and Executive Committee of the United Way of Greater Milwaukee, Co-Chaired the Greater Milwaukee Committee's Downtown Development Task Force, is a Director of Ixonia Bank, and a Trustee of the Medical College of Wisconsin (where she chairs the Finance Committee).

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Chelle Nennig

Chelle has over 25 years of experience in real estate development and asset management. After graduating from Carroll University with a Bachelor of Science Degree in Accounting she worked at an international public accounting firm (spending 5 years in the audit practice). Chelle then joined a rapidly growing development and property management company (where she quickly rose to President). In 2000, Chelle joined General Capital. As CFO she is responsible for the Investor Relations, Accounting, Financial Reporting, Tax Compliance and Property Management Departments. Chelle also oversees our student housing operations.

Renee Adrian

Renee has been with General Capital for 27 years and is a 1991 graduate of the University of Wisconsin, Oshkosh. She started her career working for the State of Wisconsin with the Department of Corrections. Renee worked briefly with Michael Weiss at Midland and in 1996 joined the newly formed General Capital. During the past 25 years, Renee has worked in nearly every role at General Capital. In her current position as Controller, Renee coordinates all construction project accounting and maintains an active senior level role in the overall Accounting Department. Renee has been a licensed Real Estate Broker with the State of Wisconsin since 1998 and is a member of the International Council of Shopping Centers.

Carmello Maddente

Carmello joined General Capital in 2010 as Director of Marketing. Previously he worked in the marketing department at Wisconsin's largest residential real estate firm, First Weber Group. Carmello is responsible for all Marketing, Information Technology, and Artificial Intelligence initiatives. Carmello is a graduate of the University of Wisconsin – Milwaukee with a degree in Business Administration.

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Jenifer Bersch

Jenifer joined General Capital as a Senior Paralegal in 2019. While relatively new to General Capital, Jenifer has been particularly additive to the quality of service we bring to transactions. She ensures that projects are properly managed and documented which adds to our top-notch delivery efficiency. Prior to General Capital, Jenifer was a Senior Paralegal at Stark Investments, a global multi-billion-dollar alternative investing company, where she had many corporate, regulatory, compliance and transactional responsibilities. Prior to Stark, Jenifer was a Paralegal in the corporate and securities practice areas at Michael, Best & Friedrich, LLP.

Jackson Lindsay II

Jackson assists with project logistics, feasibility, design, and construction. Prior to joining General Capital in 2014, Jackson worked as a design/build custom woodworker. He holds a Masters degree in Architecture from the University of Wisconsin – Milwaukee.

Sarah Hillenbrand

With a background in commercial banking and financial analysis, Sarah is well suited to take on a variety of responsibilities. These include underwriting, financial projections, managing debt financing, and investor relations. With an eye for both financial and aesthetic details, she's equally adept weighing in on the financial side of the real estate management as she is on the design. Sarah has a BA degree in Marketing and the Real Estate program at the University of Wisconsin-Madison.

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Emily Peplinski

Emily joined General Capital Group in the summer of 2023. Previously, she worked in property management as a property manager and then as a Regional Manager for Oakbrook Corporation. Her 17 years in property management included work with affordable tax credit properties, market rate properties and Commercial properties. Prior to her time in property management, she worked as a property inspector for Strategic Asset Services. Her current role in Asset Management for General Capital Group includes a focus on maintaining a high level of performance for all projects for not only financial performance, but also the physical condition.

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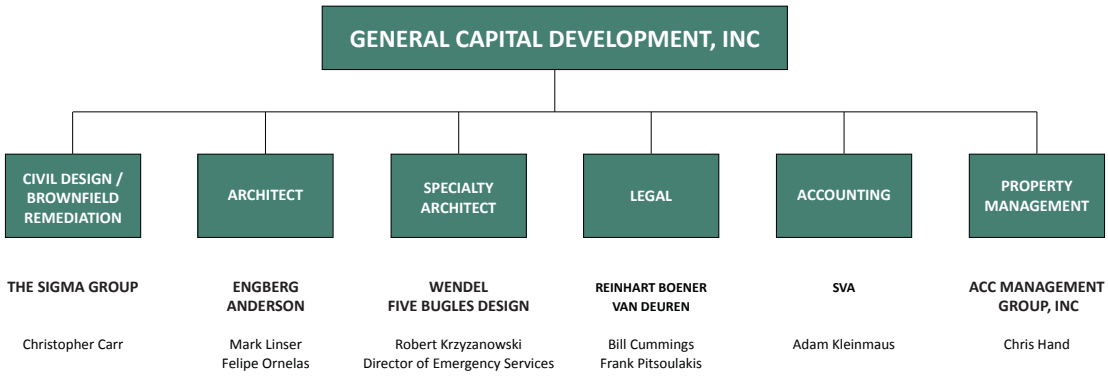
Strategic Third-Party Team Partners

Throughout its history General Capital has developed long-term strategic partnerships with firms who lead their fields. These firms have closed numerous transactions with General Capital allowing the organizations to become true team members. This includes Reinhart Boerner Van Deuren s.c. for legal consultation, SVA for tax credit specific accounting and consultation, Engberg Anderson for architecture design, The Sigma Group for civil engineering and environmental remediation, and ACC Management for property management services. Especially significant for this project is General Capital's deep relationship with The Sigma Group. Sigma has great expertise in managing VOCs with vapor mitigation, navigating the CLOMR process with FEMA, and extensive expertise with brownfield remediation. General Capital is happy to welcome Five Bugles Design, a specialty architectural firm whose niche is to provide planning and design services to the public safety service industry to the team. The award-winning team is among the most experienced fire station design professionals in the country. Each of these strategic partners are further detailed below.

GENERAL CAPITAL THIRD PARTY TEAM MEMBERS



The Sigma Group – Strategic Partner – Environmental Consultant and Brownfield Specialist

For more than 30 years, The Sigma Group, Inc. ("Sigma") has served the private and public sectors, included real estate developers, manufacturers, utility companies, government entities, as well as professional sports and entertainment venues, as a full-service consulting and civile engineering firm.

They are a 100% employee-owned company of professional engineers, ecologists, hydrogeologists, land surveyors, and landscape architects. Sigma provides a broad platform of consulting services to their clients including due

diligence assessment and planning, subsurface soil, groundwater, and vapor assessments, brownfield redevelopment, civil/site engineering, landscape architecture, environmental compliance, surveying, and more.

Sigma is recognized as an innovator in sustainable design and business practices. They are a reliable partner for engineering solutions for infrastructure and site improvements, environmental restoration, manufacturing processes and site and facility development.

Engberg Anderson Architects– Strategic Partner & Lead Architect

The Engberg Anderson architectural team is committed to a creative planning and design process that improves the built environment nationwide. General Capital and Engberg Anderson have partnered frequently to create unique and attractive, high quality mixed-use affordable housing developments throughout Wisconsin.

Engberg Anderson sophisticated designs are unique to the nature of each particular property. The firm's goal is to provide a comfortable environment for users to call home, raise children, start a family, and enjoy life. Components considered are market demographics, apartment design & materials, amenities, and long-term value. The firm's extensive portfolio showcases a variety of housing types including the design of multifamily housing and mixed-use developments. Engberg Anderson has been involved with various projects of different sizes and types, including condominiums, apartments, townhouses, and lofts that each feature a variety of amenities and services unique to that space and community.

Wendel – Five Bugles Design – Strategic Partner & Fire Service Specialist

As a division of Wendel, Five Bugles Design was formed to provide planning and design services to the public safety service industry. Emergency service buildings are truly a unique building type. Their focused design team is comprised of members who, both collectively and individually, are among the most experienced fire station design professionals in the country. The Five Bugles Design team includes individuals that are both active and retired fire service personnel with extensive backgrounds in the management and operations of fire departments of all types and sizes. Most importantly, they have built stations for their own departments and understand the challenges created by the necessity of blending facility demands with budgetary concerns.

Their emergency service specialists use their decades of fire service experience to lead a unique programming process. They will direct a conversation that explores individual operational and facility challenges, breaks those challenges down into their respective building components and then work with their experienced architects and planners to define and quantify those elements with the goal of creating an accurate depiction of the built environment that will ultimately become your new facility.

The emergency service specialists also work for the State as advisors, fire inspectors, and educators. This allows our team to see how operations are working throughout the state, stay abreast of new technology, and evaluate pros/cons on how technology is impacting firefighting.

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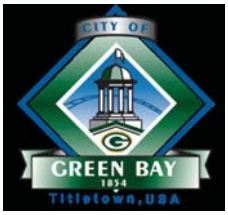


ACC Management Group, Inc. - Strategic Partner and Property Manager

General Capital has worked with ACC Management Group for over 12 years. The firms have developed a collaborative relationship that engages key personnel throughout the development process. ACC's managers actively participate in the planning process to help shape community spaces, amenities, maintenance facilities and leasing/management offices. Regional managers identify skilled and competent community managers (typically hired from the immediate vicinity of the project), to provide local knowledge and experience. General Capital engages with ACC's field team throughout construction to bring key maintenance personnel on board early in the process, making final turnover a smooth and seamless process. Finally, General Capital takes a very hands-on approach in marketing and lease-up. General Capital employees actively engage with ACC's leasing team to develop brand and marketing materials, create advertising strategies, and bring the property to stabilization. The City of Green Bay and Green Bay Metro Fire Department will benefit from our strategic relationship with ACC and experience the robust lease up we have experienced on our deals. ACC is a full-service property management firm dedicated to providing professional results-oriented services to its clients. ACC currently operates over 150 properties and 8,500 apartments throughout Wisconsin's and Illinois. Headquartered in Oshkosh, WI ACC's exceptional team of multifamily leaders has a proven track record of excellence in management of affordable housing with various state and federal programs.

Reinhart Boerner Van Deuren s.c. – Strategic Partner and Attorney

William Cummings of Reinhart Boerner Van Deuren ("Reinhart") has served as General Capital's legal counsel for tax credit deals, contracts, municipal agreements and business matters for the past 25 years. Reinhart maintains one of Wisconsin's largest real estate law practices and is a leader the tax credit industry. Reinhart's has helped General Capital structure partnerships to optimize tax credit equity proceeds, draft acquisition documents, obtain TIF and other municipal approvals, review and consult on environmental issues, prepare architect, construction, consulting, development and property management agreements, construction and permanent financing documents, grant agreements and operating agreements with investors. The firm is familiar with General Capital deal points in various contracts, development agreements and partnership documents as well as current best management practices in affordable and supportive housing.

SVA – Strategic Partner and Accountant

General Capital has worked with SVA (formerly Suby Von Hayden) for over 25 years as a tax accountant and affordable housing consultant. SVA includes a team of experts in the affordable housing arena with extensive knowledge and experience in a variety of housing programs. General Capital has relied on SVA to help guide WHEDA tax credit applications, create qualified basis cost studies for both housing tax credit and historic preservation tax credit allocations and for tax planning and filing. Green Bay will benefit from General Capital's strategic relations with SVA by receiving expert advice and counsel on critical accounting matters as well as knowledge of grant/soft money sources.

Marketing profiles of our strategic partners follows this section.

The Sigma Group, Inc.

We are driven by the singular objective to support our clients' success and add value to their organizations.

EVERY DAY. EVERY PROJECT.

SERVICES

We provide a broad platform of consulting services to our clients including due diligence assessment and planning, subsurface soil, groundwater, and vapor assessments, remedial strategy development and implementation, civil/site engineering, landscape architecture, environmental compliance, turn key waste water treatment system design and implementation, health and safety compliance, process engineering and design, controls systems engineering, design and fabrication, surveying, construction management and engineering, facility planning, management and assessments.

We enable success by managing the many challenges and risks facing our clients and their stakeholders.

CLIENTS AND PARTNERS

For more than 30 years, we have served the private and public sectors including manufacturers, real estate developers, utility companies, government entities, as well as professional sports and entertainment venues.

We understand that each client and situation is different, and we rely on our experience base, creativity, and multi-disciplined technical skill set to provide the best outcomes for our customers.

FOUNDED IN 1991, WE ARE A 100% EMPLOYEE-OWNED COMPANY

- Professional Engineers
- Professional Geologists
- Professional Hydrogeologists
- Professional Land Surveyors
- Professional Landscape Architects

OUR CORE VALUES

Teamwork and Partnerships | We value mutual respect and prioritize listening.

Accountability | We understand the need for direct and timely response and own the burden of communication.

Creativity and Discipline | We stay focused on best solutions and are respectful of our customers' assets.

Sustainable Outcomes | We seek solutions that will stand the test of time.

Geoscience Services

Environmental Assessment/Due Diligence

- Phase I and II Environmental Site Assessments
- Wisconsin Department of Transportation (WisDOT) Categorical Exclusions
- Natural Resources Review
- Emerging contaminant desktop evaluations

Subsurface Investigation and Remediation

- Wisconsin Department of Natural Resources (WDNR) NR 700-compliant investigation of contaminated soil, groundwater, vapor, and sediments.
- USEPA-compliant investigations and Quality Assurance Project Plan (QAPP) preparation and implementation
- Risk evaluation
- WDNR Voluntary Party Liability Exemption (VPLE) investigation and remediation
- Design, budget estimating, and implementation of remediation of soil, groundwater, vapor, and sediment
- Regulatory reporting and documentation including closure and/or no further action submittals

Brownfield Redevelopment

- Demolition planning, design, and oversight for structures and infrastructure
- Support for local, state, federal grant, tax incentive, and low interest loan programs including identification, eligibility evaluation, application, and preparation
- Redevelopment-based investigation and remedial design and implementation

Field Services

- Soil, groundwater, vapor, waste residuals, and sediment sampling
- Remediation execution, oversight, and system operation and maintenance

Civil Engineering

Site Development

- Site due diligence review
- Entitlements/approvals
- Erosion control, grading/drainage, utility plans
- Site engineering
- Site planning
- Parking lot evaluation/design
- Storm water management planning and design
- Public utility design
- Water main modeling

Sustainable Design

- LEED®
- Grant assistance
- Native restoration
- Water reuse/recycling

Landscape Architecture

- Planting plans
- Park planning
- Streetscapes
- Renderings
- Site photometrics

Surveying

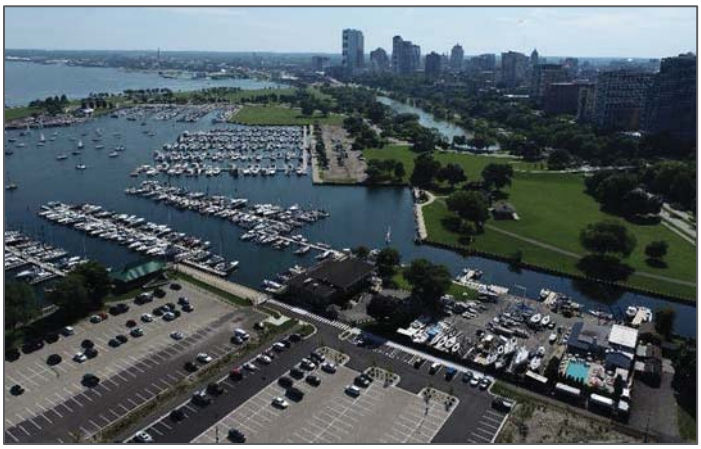
- ALTA/NSPS Land Title Surveys
- Building permit surveys
- Certified Survey Maps
- Subdivision/condominium plats
- Easement exhibits
- Legal descriptions
- Plat of survey/boundary maps
- Right-of-way surveys and mapping
- Tree surveys
- As-built and record mapping
- Building foundation/ footings certifications
- Construction staking

Transportation Planning/Design

- Pavement structure design
- Public and private roadway design
- Public engagement
- Traffic impact studies
- Paser evaluation

Construction Inspection

- Public roads and utilities
- Private roads and utilities
- Bridges



Water Resources and Storm Water Management

- Green infrastructure design
- Storm water certification
- Cisterns
- Rain gardens
- Green roofs
- Porous pavement
- Conveyance systems
- Site infiltration evaluation
- Storm water modeling
- Wet and dry detention
- Wetland delineation
- *Waterway* and wetland permitting
- Floodplain permitting

3-D Laser Scanning

- As-built modeling (interior and exterior)
- Historic façade modeling
- Construction documentation
- 3-D point cloud modeling
- CAD and GIS integration

Unmanned Aircraft System (UAS) Drone Services

- Aerial photography/video services
- Building/façade inspection
- Construction documentation
- Planimetric mapping
- Orthorectified imagery
- Digital surface model for topography and volumetric analysis
- 3-D point cloud modeling
- GIS integration
- View studies

Environmental Services

Air Quality

- Air emissions inventory determinations
- Air quality modeling
- Indoor air quality evaluations
- Permit compliance reporting
- Risk Management Plans
- USEPA and WDNR operating and construction permitting

EHS Compliance Assistance

- Environmental Health and Safety (EHS) audits
- Permitting (wastewater, stormwater, surface water discharges, air, etc.)
- Stormwater Pollution Prevention Plans (SWPPP)
- Spill Prevention, Control and Countermeasures (SPCC) Plan and other Spill Plans
- Hazardous waste/RCRA compliance (waste determinations, contingency plans, training)
- Compliance reporting (SARA, hazardous waste, air emissions, etc.)

Industrial Hygiene

- Employee exposure determination
- Indoor air quality monitoring
- Mold assessment
- Noise studies

Wastewater

- Flow monitoring and sampling
- Permitting and reporting
- Pretreatment system design
- Water balance/conservation

Asbestos and Lead Hazards

- Pre-demolition/renovation hazardous material inspections
- Abatement monitoring/clearance sampling
- Contracting assistance
- Demolition planning
- Awareness training
- Operation and maintenance plan development and implementation

The Sigma **team of professionals is invested in the revitalization of our communities**, using avaible resources to return once productive properties to use, assisting in the creation of jobs, and improving the air, water, and land for our fellow Wisconsinites. Through the diverse services provided to other municipalities, governmental agencies, and through conducting our own brownfield redeveloment, Sigma is uniquly qualified tackling the challenges associated with urban legacy projects. We have **worked to integrate our environmental and civil engineering problem solving perspectives through lessons learned with our various developer partnerships to ensure a cohesive planning process, while maximizing savings/minimizing dollars spent, effectively addressing risk, and facilitating successful and sustainale brownfield redevelopments**.

Through our decades of experience, we understand USEPA processes and procedures and the importance of effective planning and communication. Our program methodology will focus on the assembly and interpretation of reliable information; meaningful participation in decision-making, effective and strategic communication/dissemination of relevant project information to appropriate stakeholders; and the development and implementation of practical solutions. We will utilize our knowledge and experience with both public and private sector redevelopment scenarios with similar environmental conditions and the associated regulatory agency requirements.

Our thorough understanding of the goals and objectives of both the City and applicable stakeholders is the first priority leading to the development of appropriate scopes and strategies that best position properties for redevelopment. We will conduct activities and work with all stakeholders to maximize funding.

Selecting the right project partner is a critical step in assuring overall project success. The city will be best served by having someone on their team that understands the important details, relationships between decisions, sound approaches and leadership to ensure that the project activities are conducted with the goal to create successful outcomes. We trust you will find that Sigma has the right combination of experience, technical expertise, and effective project management and communication practices to be a valuable project partner.

The Reef Redevelopment

Wauwatosa, Wisconsin

A local real estate developer purchased an approximately 9.5-acre parcel of land just east of downtown Wauwatosa and north of the Menomonee River that had historically been used for metal vehicle part manufacturing. Widespread chlorinated volatile organic compound (CVOC) impacts had been documented at the property. Construction of residential apartments was proposed for the site; project financing required that the property be enrolled and brought to closure through the Voluntary Party Liability Exemption (VPLE) program.

Although a significant amount of subsurface investigation work had been completed at the property, enrolling the site in the VPLE program required a much more thorough review of site history and completion of several rounds of additional soil sampling, installation of additional groundwater monitoring wells and collection of additional soil gas and sub-slab vapor data both on and off-site.

The additional investigation activities completed by Sigma provided sufficient definition of the degree and extent of impacts required to develop a cost-effective remedial action plan for implementation prior to and as part of the proposed redevelopment.

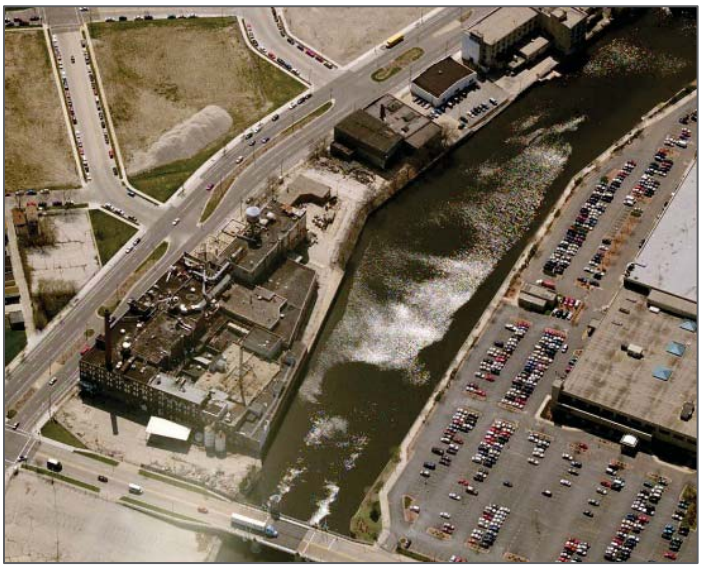
The WDNR-approved remediation plan was multi-faceted and included the following components:

- On-site in-situ remediation of an additional volume of CVOC-impacted material via chemical oxidation.
- Off-site disposal of the material containing the highest reported concentrations of CVOCs.
- Off-site disposal of additional CVOC-impacted material from strategic locations based on redevelopment-specific concerns.
- Installation of a network of soil-vapor extraction wells to allow continued source remediation following completion of site redevelopment.
- Installation of vapor intrusion mitigation systems beneath each site building as part of construction.
- Capping of shallow soil impacts.
- Post-construction groundwater monitoring.

Former Pfister & Vogel Tannery

The North End Development

Located along the Milwaukee River in the heart of the Park East corridor, this eight-acre former tannery (Pfister & Vogel) was redeveloped as The North End Development by the award winning urban developer, Mandel Group. The project features high density housing with a neighborhood atmosphere that includes apartments, condominiums, street level retail, a park-like plaza, river walk and boat slips. Highlighted services performed by Sigma include the following:



Pre-Acquisition Due Diligence
Evaluated environmental conditions by applying Phase I and II ESA protocols and developed remedial action budget costs to support decisions during property acquisition. Issues of concern included soil and groundwater conditions, free product, asbestos-containing building materials, and residuals from former leather processing.

Investigation/Remediation
Investigated subsurface conditions associated with historical material handling impacts throughout the facilities and at over sixty aboveground and underground storage tanks used for fuel oil, waste water treatment, and tanning process chemicals. Developed remedial strategies to maximize reuse of on- site soil coupled with engineered barriers, a methane venting system, natural attenuation and groundwater monitoring. Performed activities consistent with Wisconsin Department of Natural Resources (WDNR) Voluntary Party Liability Exemption (VPLE) requirements. Obtained exemptions from the WDNR to construct on a historic landfill and reuse minimally impacted soil during construction.

Asbestos, Lead-Based Paint and Hazardous Materials
Performed pre-demolition asbestos inspection in accordance with City of Milwaukee, WDNR and USEPA's National Emission Standards for Hazardous Air Pollutions (NESHAP) requirements. Completed LBP assessment and prepared hazardous materials inventories. Determined where LBP abatement was appropriate to facilitate recycling opportunities that provided overall cost savings. Prepared plans and specifications for contractor bidding and provided observation and clearance monitoring during removal of thermal insulation, roofing, flooring, galbestos, transite, and other regulated materials.

Demolition
Assisted owner with demolition bidding, contractor selection, and demolition contract negotiation, revision, and finalization. Coordinated and documented proper handling and disposal of hazardous materials and maximized recycling opportunities during demolition of the six-story 350,000-square foot facility. Verified costs and quantities were consistent with bid prior to payment.

Funding
Assisted in obtaining $1,400,000 in Wisconsin Department of Commerce Brownfield Grant and USEPA/WDNR Site Assessment Grant funds. Helped owner establish a $1,600,000 City Tax Incremental District. Prepared application and obtained $1,180,000 low interest funding from the Milwaukee Redevelopment Authority's Brownfield Cleanup Revolving Loan Fund to finance partial environmental cleanup costs.

Civil/Site Engineering
Surveyed existing conditions of the multi-building complex to define the locations and elevations of utilities and structures and identify all easements and property boundaries. Evaluated various cut/fill scenarios to minimize disturbance of impacted soil, maximize re-use of excavated soil, minimize imported fill, and establish new development elevations. Designed all new site work (including public and private roads, curbs, sidewalks, landscaping, and underground utilities including public sewer and water extensions). Relocation of a MMSD combined sewer overflow was completed prior to demolition. Prepared site stormwater management plans. Designed and oversaw the installation of a sub-surface vapor mitigation system. Evaluated dockwall construction and future permit requirements for dockwall modification.

Reed Street Yard Redevelopment

Milwaukee, Wisconsin

Located on the south bank of the Menomonee Canal with over 1,000 feet of water frontage, Reed Street Yard is a mixed-use urban office and technology park focused on the international water industry. The project is adjacent to the Harley-Davidson Museum and the Iron Horse Hotel. Reed Street Yard lies immediately below the award-winning 6th Street Bridge with excellent sight lines to Interstate 94.

Sigma was retained to complete civil engineering design, Chapter 30 permitting, environmental investigation and remediation, and surveying and mapping on this complicated brownfield parcel with significant industrial history.

Sigma was tasked with engineering road and utility infrastructure to connect future development with the existing surroundings and integrate sophisticated storm water management components to help make this a world class example for sustainable storm water design and green infrastructure.

Sigma assisted with obtaining funding from the City of Milwaukee (TIF Funding), Milwaukee Economic Development Corporation (MEDC - Grant for Site Assessments), Milwaukee Metropolitan Sewerage District (MMSD - Grant for stormwater management infrastructure), Fund for Lake Michigan (stormwater management design), and a Wisconsin Coastal Management Grant (for additional riparian restoration activities).

Stitchweld Apartments

Bay View, Wisconsin

The Sigma Group was retained by Milhaus Properties, LLC to provide civil engineering and survey services for this unique local apartment development.

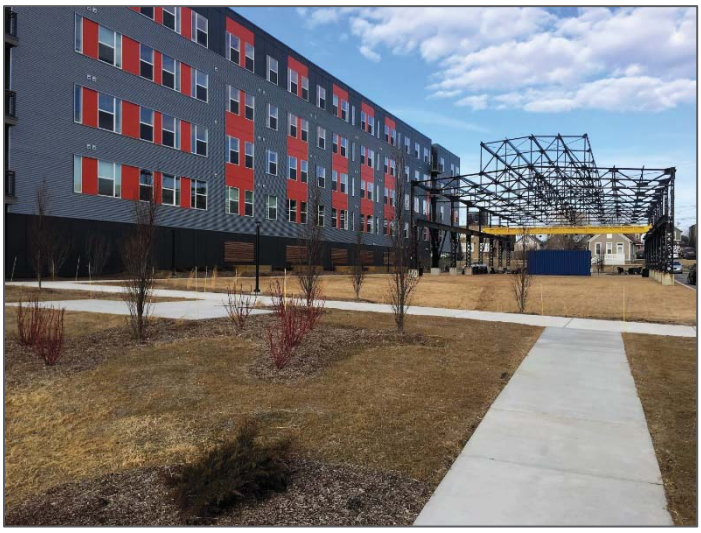
The project involved the redevelopment of approximately six acres of land bound by S. Robinson Avenue to the east, E. Ward Street to the south, and the Soo Line Railroad to the west. The development included multiple residential buildings, surface parking, drives, miscellaneous hardscape areas (sidewalks), and landscape areas constructed within the former industrial lot.

Stitchweld serves as an apartment complex with its full focus on accommodating tenants with creative amenity space. The residential development includes a dog park and pet spa, grilling areas and a beer garden. One unique feature is the steel frame skeleton salvaged from one of the former structures to create a defining space for frame fire pits and the beer garden.

Sigma's involvement in the project ranged from preliminary engineering plans through civil construction documents. An extensive stormwater management plan was required to facilitate meeting both storm water quantity and quality standards outlined by MMSD and WDNR.

The stormwater management plan incorporated a dry basin paired with an intricate roof storage system to meet requirements for peak flow reduction. Sigma's work included detailed grading analysis to ensure the site was balanced leading to significant cost savings by keeping impacted soil on site.

The project is an important development for the unique, emerging and vibrant Bay View neighborhood.



Berkshire Stevens Point

Stevens Point, Wisconsin

Sigma was the civil engineer of record on the design team for the five-story Berkshire Stevens Point Mixed-Use building, consisting of 88 independent Senior Living Apartments and commercial space for nonprofit or community serving organizations. The building fronts both Water Street and 3rd Street. The project involved the construction of the five-story mixed-use building along with associated infrastructure including parking, drives, pedestrian walks, new utility services and a storm water management system. The parking lot is shared with two adjacent properties, with a dedicated parking lot under the building for the mixed-use building. A prominent public plaza was also constructed at the corner of Water and 3rd Street as part of this project.

The project also involved installing public street pedestrian crossing with push button system. Sigma provided complete site civil engineering services for the project from preparation of initial design development plans and specifications through preparation of final construction documents, project construction and project close out.

Sigma's civil engineering services included**:**

- Preparation of site civil plans.
- Preparation of site work technical specifications.
- Storm water management system design.
- Coordination with other design project team members including project architect, project landscape and MEP design and contractors.
- Completed Unmanned Aerial System flights during construction and upon project completion.
- Preparation and filing of the Wisconsin Department of Natural Resources Notice of Intent for Land Disturbing Activities.
- Preparation and filing of Department of Safety and Professional Services for exterior plumbing design.
- Review of contractor submittals and shop drawings pertaining to site civil elements.
- Periodic site construction visits.
- Final site punch list inspection.

Engberg Anderson believes in Architecture that inspires people, strengthens neighborhoods, and builds communities.

Founded in 1987, Engberg Anderson is a team of creative architects, interior designers, planners, travelers, and artists, driven to create a design that serves a higher purpose. Collaboration with our clients leads us to understand user needs and community identity better and inspires our best work. Building neighborhoods, not just buildings, improves people's lives through impactful projects that are intensely local, detail-obsessed, and reflective of their use and users.

Our staff brings both a strategic vision and a rigorous planning and design process that improves the built environment with truly sustainable buildings. When working with our clients, we provide them with the right mix of expertise and resources to guide them through a successful client-based approach. This provides a framework that enables us to provide expertise and resources tailored to the project's needs.

While these needs vary, our approach is consistent and concise. From sensitive historic preservation projects to complex public and private community projects of a highly technical nature, we collaborate with clients to help them achieve their goals with inspired work that supports the activities and institutions at the heart of a vibrant community.

PRINCIPALS
Eric Ponto
Bill Robison, AIA, LEED AP
Joe Huberty, AIA, LEED AP
Alexandra Ramsey, AIA

PARTNERS
Felipe Ornelas, ASSOCIATE AIA
Timothy Wolosz, AIA
Sarah Ponto, NCIDQ, ASID
Shaun Kelly, AIA, LEED AP
Jeff Hanewall

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Engberg Anderson

Eric Ponto

PRINCIPAL IN CHARGE

EDUCATION
University of Wisconsin-Milwaukee, Master of Architecture

University of Wisconsin-Milwaukee, Bachelor of Science- Architectural Studies

ACTIVITIES | AFFILIATIONS
University of Wisconsin-Milwaukee School of Architecture & Urban Planning Alumni Association President, 2000- 2011

AWARD | RECOGNITION
The North End, Milwaukee, WI | AIA WI Design Award of Merit, 2010 | The Business Journal Real Estate Awards, Best Development Residential, First Place, 2010; | Daily Reporter Top Project, 2010 | Daily Reporter Top Project, 2018 | Mayor's Design Award, 2014 [Phase II] | WCREW Showcase Award, 2019

Atelier, Milwaukee, WI | Daily Reporter Top Project, 2017 | The Business Journal Real Estate Awards, Best Development

LightHorse 4041, Shorewood, WI
WI Chapter of American Planning Assoc., Urban Design Award, 2013

Eric Ponto became Partner at Engberg Anderson in 2016. A recognized designer of award-winning projects in the mixed-use, urban planning, and multi-family housing markets including The District-in West Bend, Caroline Heights in Elm Grove, The North End, Atelier and MKE Lofts in Milwaukee and Lighthorse 4041 in Shorewood. Eric is highly regarded for his project management skills. He has cultivated long-standing relationships with his clients since joining the firm in 2002.

RELEVANT EXPERIENCE

Atelier Lofts, Milwaukee, WI | Renovation of a former industrial building into mixed-use housing and retail spaces within Milwaukee's Historic Third Ward.

Lighthorse 4041, Shorewood, WI
New 84-unit apartment building with 14,000 sf retail and 200 structured parking spaces; total square footage is 123,000 sf residential and 101,300 sf parking.

Harmonee Square. Wauwatosa, WI
Three-story mixed use development that includes 30 apartments and 7,500 sf of first-floor commercial space. The building responds to the sensitive site that borders both the vibrant downtown and single family homes with its' massing that creates a corner plaza and materials that echoes some of the adjacent historic structures.

The North End, Milwaukee, WI **|** ***Master Plan,*** Master Plan for a 450-unit condominium development on a former leather company brownfield site along the Milwaukee River north of downtown. LEED-ND® (Neighborhood Development) pilot program. | ***ONE at North End (Phase One)***, Includes 83-units (including some WHEDA financed) with 13,000 sf retail space and 144-space underground parking structure. | ***Portrait + Silhouette (Phase Two)***, Two additional mixed-use retail and apartment buildings: Portrait contains 55-units; Silhouette is 100-units (including some WHEDA financed). Phase 2 also includes a new public park (Denim Park). | ***Vignette (Phase Four),*** Vignette expands the North End with an additional 155-units, an outdoor swimming pool and grilling station, mini-bowling lanes, a fitness center, and an extension of the Riverwalk. | ***Chroma (Phase Five)*** | Chroma includes 88-units, a pet grooming center, and a rooftop clubhouse with 30'X30' outdoor terrace and grilling station | ***Master Plan and Development***, This urban brownfield site has been transformed into a vibrant neighborhood of five new, modern apartment buildings with a range of amenities including club rooms, fitness areas, pet spas, a bowling alley, and a new pool with outdoor bar.

The District, West Bend, WI | Two-building mixed-use development; building 1 has 149 parking spaces in 66,203 sf and building 2 has 46 parking spaces in 18,690 sf.

Caroline Heights, Elm Grove, WI | Project s consists of 3 new buildings and the adaptive reuse of 2 Historic buildings on the former campus of The School Sisters of Notre Dame

Felipe Ornelas | ASSOCIATE AIA

PARTNER | PROJECT MANAGER

EDUCATION
University of Wisconsin-Milwaukee
Bachelor of Science- Architectural Studies

Milwaukee Area Technical College
Associate Degree- Architectural Technology

ACTIVITIES | AFFILIATIONS
Hispanic Chamber of Commerce

AWARDS | RECOGNITION
RiverHeath, Appleton, WI | Prairie at Riverheath | Daily Reporter Top Project of 2016

St. Anthony Place, Milwaukee, WI | MANDI Awards, Building Blocks Award, 2019

The North End, Milwaukee, WI | AIA WI Design Award of Merit, 2010 | The Business Journal Real Estate Awards, Best Development Residential, First Place, 2010 | Daily Reporter Top Project, 2010 | Daily Reporter Top Project, 2018 | Mayor's Design Award, 2014 [Phase II] | WCREW Award, 2019

Maskani Place, Milwaukee | Mayor's Design Award, 2015

Felipe's extensive background spans a wide range of sectors, including healthcare, housing, corporate design, and libraries. His passion lies in architectural projects that blend health, culture, and community. He is deeply motivated by the opportunity to make a positive impact on his neighbors and the broader community. Felipe has left his mark on Milwaukee through various projects, including the construction of three clinics for the Sixteenth Street Community Health Center, the restoration of Milwaukee City Hall, and the development of more than 13 local housing initiatives. In each of these endeavors, he has been instrumental in fostering a sense of unity and community throughout the city.

RELEVANT EXPERIENCE

RiverHeath, Appleton, WI | A new development that reclaims a dormant industrial waterfront site. The project combines multi-unit housing, office, and retail space into a dense core. LEED-ND® (Neighborhood Development) Pilot Project. | ***Evergreen and Prairie,*** There are currently two mixed-use buildings with a total of 75 total units with covered parking in the lower level integrated into the design. Some of the mixed use spaces in the buildings include a restaurant, salon, finance management, café, and a co-working space.

The Standard: East Library Development, Milwaukee, WI | Engberg Anderson, in partnership with HSI Properties and WiRED Properties, is designing and building a new four-story mixed-use building, with a 16,000 sf library on the first floor and three levels of housing above.

The North End, Milwaukee, WI | The North End is a large urban development on a former leather company brownfield site along the Milwaukee River north of downtown. LEED-ND® (Neighborhood Development Pilot Program). | ***Portrait + Silhouette,*** Phase II was the construction of two mixed-use retail and apartment buildings, creating 155 apartment units between both buildings. | ***Vignette,*** 155 units along with covered parking on two levels and an elevated swimming pool on the courtyard level. It also has other amenity spaces such as mini-bowl, workout room, pool club room and work areas adjacent to the main lobby. | ***Chroma,*** 89 units along with covered parking on two levels and a designated dog area at the courtyard level. It counts with amenity spaces such as a dog wash suite, workout room, an elevated club room at the top level with a walk out deck & fire pit as well as a work-reading-computer area adjacent to the main lobby.

Heartland Housing, Milwaukee, WI | ***Maskani Place,*** 37 units of permanent supportive housing, including two, three and four bedroom apartments and 7,000 sf of program space, for families in transition from homelessness to rental housing | ***St. Anthony Apartments,*** 60 units of permanent supportive housing and a comprehensive resource center for Milwaukee's chronically homeless, this including 54 one bedroom & 6 studio apartments as well a community room and on-site property management offices. There are also three "commercial" spaces on the first floor & lower level. These are comprised of the Milwaukee Day Reporting Center, St Ben's Clinic and St Ben's Meal Gathering Space.

Dwell Bay View, Bay View, WI | New 70-unit apartment building along popular thoroughfare south of downtown Milwaukee; includes 73,500 sf residential, 26,000 sf parking, 9,000 sf retail.

Tim Wolosz | AIA

PARTNER | PROJECT ARCHITECT

EDUCATION
University of Miami-Florida
Master of Architecture

University of Wisconsin-Milwaukee
BS- Architectural Studies
Urban Planning Certificate

REGISTRATIONS
Registered Architect: IL, WI

ACTIVITIES | AFFILIATIONS
University of Wisconsin-Milwaukee,
Adjunct Professor, 2010- Present

University of Miami-Florida
Teaching Assistant

AWARDS | RECOGNITION
The Standard at East Library,
Milwaukee WI | The Daily Reporter Top Projects of 2014 | Milwaukee Business Journal Real Estate Award, 2015 | Mayor's Design Award, 2015

Timber Lofts, Milwaukee, WI | AIA Wisconsin Merit Award, 2022 | US Woodworks Design Award CLT Mass Timber Multifamily, 2021 | The Daily Reporter, Top Projects of 2020 | Milwaukee Business Journal, Real Estate Award, 2021

Tim is a versatile designer with expertise in managing extensive, diverse projects. His commitment to high-quality design is apparent throughout the entire process, from the initial conceptualization to overseeing construction and project finalization. Tim's portfolio encompasses a range of projects, including acclaimed commercial endeavors like The Huron Building and innovative residential projects such as Timber Lofts, Milwaukee's newest CLT project. Tim believes that effective design should be sensitive, responsive, and inclusive.

RELEVANT EXPERIENCE

The Promenade, Ashwaubenon WI. | A new "active-senior" luxury apartment building of 85 units will also integrate the core + shell for a Brown County replacement Library. The site will be textured with bioretention, complete with local flora and fauna plantings, and butterfly gardens or pollinator patches to provide an overall naturalized aesthetic for the site. The building will feature interior parking, a wellness center, and a uniquely themed amenity space on each floor. The top floor features a community room and outdoor terrace with long views to Lambeau Field.

Riverwest North Avenue Food Incubator, Milwaukee, WI | 91 units of affordable housing networked into a neighborhood setting on Milwaukee's East Side. The project features walk-up units, an resident amenity room on each floor, and a large community demonstration kitchen at the first floor that spill out to an outdoor terrace. Urban gardens and pedestrian connections serve as amenities to the site.

402 Flats, Madison, WI | 54 unit multi-family housing with underground parking scheduled for completion June 2024.

Timber Lofts, Milwaukee, WI | Milwaukee' first mass timber building consists of a Historic Tax Credit renovation of an existing 33,000 sf historic building and the addition of a new 35,763 sf CLT or mass timber constructed building. The two buildings comprise a total of 60 residential units. The first floor consists of retail space, the resident lobby, a leasing office, and a fitness room. CLT ceilings, posts, and beams harmonized aesthetically with the cleaned exposed timber from the historic construction.

The Standard + East Library Development, Milwaukee, WI | 100 new luxury apartment units with a 16,000 sf library on the first floor. The building massing is staggered and set back to provide the Library its own identity in the composition. Four floors of apartments above are complimented by an amenity room and large exterior terrace above the Library.

Bohemian Park-Phase I + II, Ashwaubenon WI | Currently completing phase 2 of 4, Bohemian Park is a luxury apartment development with a multifaceted amenity courtyard. The development will create an urban neighborhood experience, as well as a retail destination for residents and the public. Articulated as a naturalized prairie, the site utilizes bioretention that showcases local flora and fauna of Wisconsin. Buildings are massed and shaped to offer long views to Lambeau.

CoachWay Luxury Residences, Ashwaubenon WI | A new 11 story, 90 units of luxury condominium residences. An integral parking deck is bound by retail, café, and restaurant spaces. Building amenities include a fitness center, resident lounge, meeting rooms, home theater, and a pool complete with grilling and serving bar.

The Promenade

Ashwaubenon, WI

5

The Promenade

Ashwaubenon, WI

The Promenade is the first-of-its-kind luxury apartment building catering to active seniors, with 85 units seamlessly integrated with the core and shell of a Brown County replacement library. The site will be thoughtfully textured with bioretention, adorned with local flora and fauna plantings, and enriched with butterfly gardens or pollinator patches, creating a naturally harmonized aesthetic. The building will offer convenient interior parking, a dedicated wellness center to promote a healthy lifestyle, and uniquely themed amenity spaces on each floor for added vibrancy. The top floor is designed as a standout feature, featuring a community room and an outdoor terrace offering sweeping views of Lambeau Field, providing residents with an unparalleled experience. This project harmonizes luxury living for active seniors with a commitment to environmental sustainability and community engagement, making it a unique and enriching addition to the Brown County landscape.

Status

Construction Starts April 1, 2024

Size

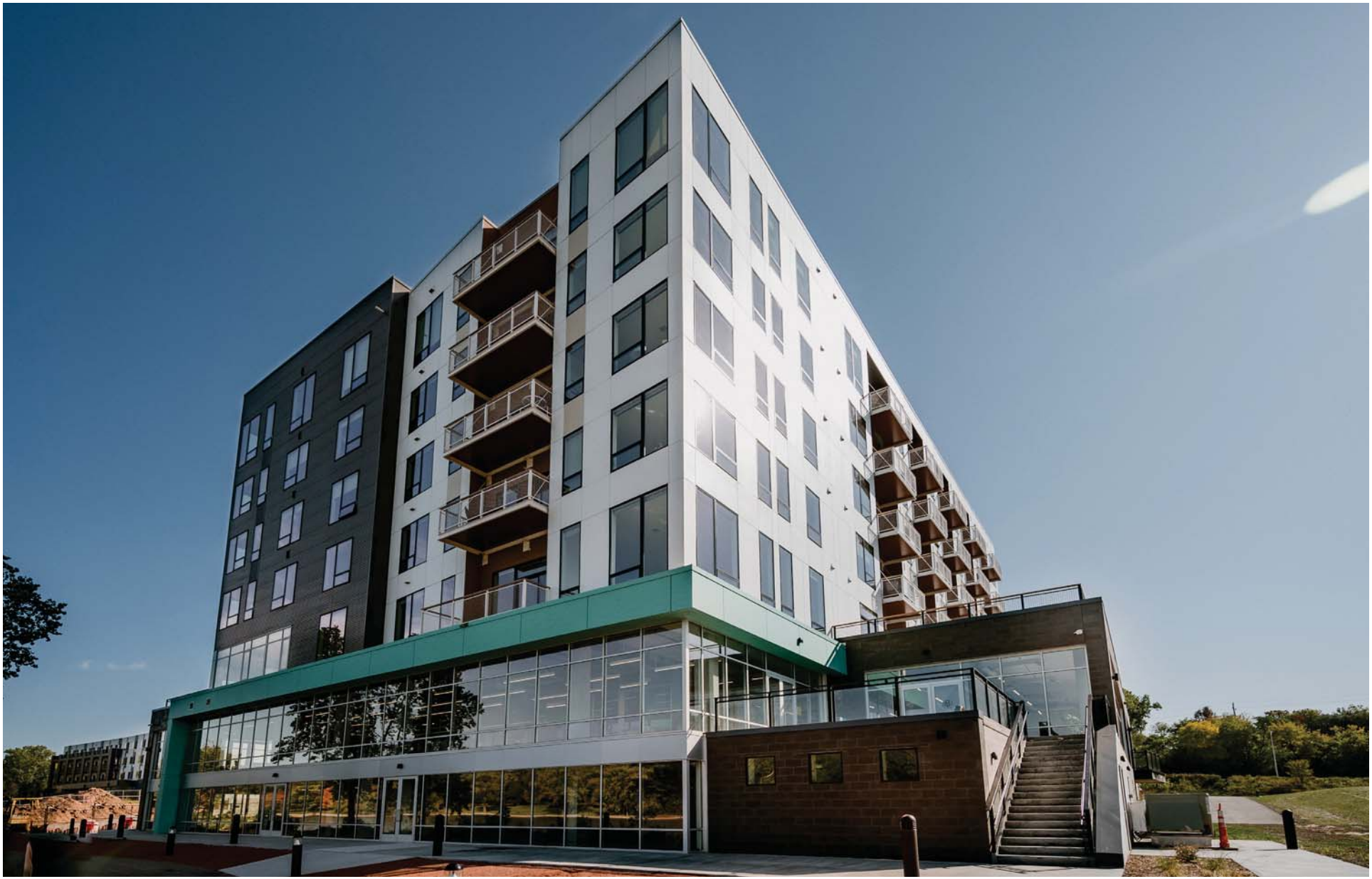
88 units

Est. Construction Cost

$40 Million

Riverheath

Appleton, WI



Riverheath

Appleton, WI

Aimed at providing Appleton with a vibrant, interconnected community environment, Riverheath is a new development reclaiming a dormant industrial waterfront site. The site, comprised of 15 acres along the Fox River at the heart of Appleton, is within walking distance of Lawrence University and College Avenue. A combination of townhomes, multi-unit housing, retail spaces, walkable spaces and parkland, Riverheath is a multi-phase project serving as a showcase for sustainable urban development. The USGBC® selected the project to be a LEED-ND® (Neighborhood Development) pilot project, aiming to integrate the principles of smart growth, new urbanism and green building.

Status

Evergreen | Completed 2014
Prairie | Completed 2016
Marriott | Completed 2017
Willow | Completed 2020

Size

Evergreen | 35 units
Prairie | 40 units
Marriott | 97 rooms
Willow | 110 units

Est. Construction Cost

Evergreen | $12 Million
Prairie | $18 Million
Marriott | $12 Million
Willow | $25 Million

Recognition

Willow | Daily Reporter Top Project
Prairie | Daily Reporter Top Project

The North End

Milwaukee, WI

The North End

Milwaukee, WI

When the master plan process for the North End started in 2001, the 7.5-acre brownfield site contained a toxic tannery complex of 29 buildings that had abruptly closed. The complex turned its back on the Milwaukee River, located in a former industrial area where an underused freeway spur had separated. Instead, the masterplan envisioned a walkable neighborhood connecting the city to the river and transforming this industrial edge into The North End.

When the fifth and final phase was completed in August 2018, the site transformed into a vibrant neighborhood of 5 modern apartment buildings with club rooms, fitness areas, pet spas, a bowling alley, and a new pool with an outdoor bar. Green roofs conceal the residents' structured parking, and "liner" units activate the façade. A series of new roads connect the 655 upscale apartment units and 43,800 square feet of retail to the surrounding neighborhood. In addition, almost a quarter-mile of the new Riverwalk and a new public pocket park have turned this dead zone into an inviting and active destination. As a result, the North End has become a model for approaching a large former industrial site and truly embodies its tagline, "a neighborhood by design."

Additional amenities added for the entire development include an outdoor swimming pool, tanning deck, grilling station, and Pool Club Room, mini-bowling lanes, fitness centers, pet grooming center, and a rooftop clubhouse with a 30'X30' outdoor terrace & grilling station as well as a neighborhood pocket park, Denim Park.

Status
Completed 2018

Size
481 units | 792,046 GSF
19, 758 SF retail space

Est. Construction Cost
$89.1 Million

Recognition
Daily Reporter Top Project of 2020
WCREW Impact Award, 2019
Daily Reporter Top Project of 2018
The Business Journal Real Estate Awards,
Best Development Residential First Place, 2010
Mayor's Design Award, 2010 + 2014
AIA Wisconsin Design Award of Merit, 2010
Wisconsin Builder/Daily Reporter Top Project of 2009

The Standard

Milwaukee, WI

The Standard

Milwaukee, WI

Engberg Anderson envisioned and designed a cutting-edge mixed-use building for the East Library Branch in the heart of one of Milwaukee's most vibrant neighborhoods. Aligning with the specifications of the Milwaukee Public Library and aiming to contribute positively to the city, our team crafted a 173,100 sf structure. The first floor hosts a spacious 16,000 sf library, while four upper levels accommodate housing. The residential component features 70 one-bedroom units, 24 two-bedroom units, and four three-bedroom units. Parking provisions comprise 118 resident parking spaces on the lower level and 38 parking spaces for library patrons.

Status

Completed 2014

Size

96 units | 173,100 SF

Est. Construction Cost

$15.3 Million

Recognition

The Daily Reporter Top Projects of 2014
Milwaukee Business Journal
Real Estate Award, 2015
City of Milwaukee Mayor's Design Award, 2015
Masonry Award, 2017

The Lydell

Glendale, WI

The Lydell

Glendale, WI

The Lydell is located in the City of Glendale, Wisconsin and also fronts the west side of Whitefish Bay. This development consists of four new and separate apartment buildings. Three out of the four apartment buildings surround the existing parking structure, the fourth is a free standing building located immediately to the north of the others. Each of the apartment buildings has their own separate lobby entrance and club room/amenity spaces within. The leasing office is located at the inside of the northern most free-standing building and it also has a large workout room meant to be shared with the other building tenants. There are also multiple outdoor activity spaces located between the buildings, in front of or at an elevated floor setting. Some of those features include a pool with an outdoor bar plaza between buildings 01 & 02, a shared urban plaza located between buildings 02 & 03 that provides a dual function as both an outdoor amenity space for the two adjacent apartment buildings and serves as the gateway into the Bayshore commercial/ retail for pedestrians looking to access from the Whitefish Bay neighborhood. There is also an outdoor elevated courtyard with a green roof located over the building 01 parking garage. On building 04 there is a ground floor courtyard, a private courtyard on at the building rear (west side) and finally it also has the club room located at the top floor with an outdoor terrace that overlooks the courtyard below and the pool plaza at the other side of the inner road.

There are a total of 311 apartment units spread out within the four buildings. Buildings 02 & 03 located along Lydell Avenue and on the east side of the existing parking garage contain 59 units each and are four & five stories respectively. Building 01 to the north of that also along Lydell Avenue contains 119 units and also has covered parking on the first floor as well as a surface parking lot immediately to the north. Building 04 which is completely inside of the overall development and to the north of the existing parking garage has 79 units. There is a total of almost 400,000 square feet of new construction between the four apartment buildings.

Status

Completed 2023

Size

311 Units | 400,000 SF

Est. Construction Cost

$73 Million

Riverwest Workforce Apartments and Food Accelerator

Milwaukee, WI

Riverwest Workforce Apartments and Food Accelerator

Milwaukee, WI

This project consists of a single, four-story building with 91 apartment units, the Riverwest Food Accelerator, 58 enclosed parking stalls, 37 surface parking stalls, and 11 street parking stalls. 85% of units are targeted for families from 30% to 60% of County Medium Income. The Project includes 83 affordable units with income limits and 8 market rate units, with "a subset" of 19 units serving those with a permanent developmental, physical, sensory, medical, or mental health disability.

The heart of the concept is the Riverwest Food Accelerator (the "Accelerator"). The Accelerator will be a visible demonstration kitchen and education space with a focus on fresh food, cooking, nutrition education, and food-oriented entrepreneurship.

Residents may participate in various programs and classes offered through the Project's Food Accelerator as well as programs hosted onsite by other organizations. In addition, residents will have access to a variety of supportive services and counseling through a referral agreement with the Milwaukee County Aging and Disability Resource Center and the Milwaukee Veterans Service Office.

Status

Under-Construction

Size

25,800 sf

Construction Cost

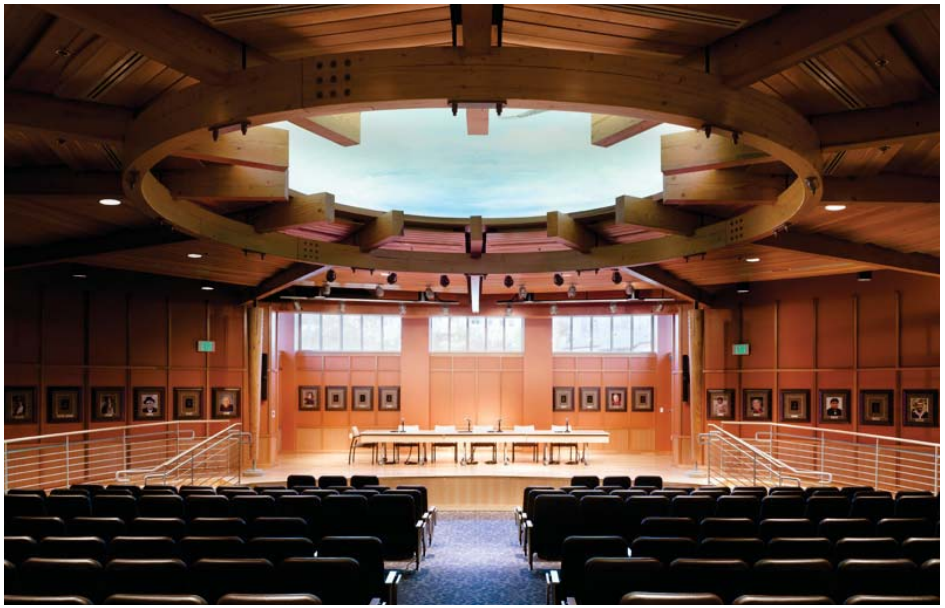
$30.4 million

Forest County Potowatomi | Executive Center

CRANDON, WISCONSIN

Forest County Potowatomi | Executive Center

CRANDON, WISCONSIN



The facility embodies the rich cultural heritage of the Forest County Potawatomi tribe while embracing the natural beauty of the surrounding landscape. Serving as a vital community hub, the facility accommodates various administrative functions and stands as a symbol of unity and collaboration. Its architectural design pays homage to the tribe's traditions and values, offering a welcoming space for tribal members and visitors to gather and engage. Among its diverse offerings, the facility features dedicated offices for the Executive Council, administration, legal, gaming, accounting, and human resources departments. Additionally, it boasts a state-of-the-art 250-seat auditorium designed to host Tribal Council meetings and other community events. A new Tribal Courtroom further underscores the facility's importance as a community governance and justice center. Through thoughtful planning and execution, this facility not only meets the practical needs of the tribe but also serves as a testament to their enduring heritage and commitment to fostering a vibrant and inclusive community spirit.

Status

Completed 2006

Size

45,000 sf

Construction Cost

$7.7 million

Cedarburg (WI) Public Library

Over the past decade, Engberg Anderson has worked with Cedarburg Public Library to develop the best option for meeting the community's library needs. After evaluating multiple sites and concept designs, the City selected the site of the former police station adjacent to the existing library building and one block from the vibrant downtown shopping district. A defining design feature is the Town Square, a generous lobby area serving as a gathering place where social interaction mixes with the day's business. An operable glass wall and fireplace separate the Town Square from the Community Room, allowing the option to adjoin the spaces for more significant events. Additional features include a spacious Children's area, a natural-light-filled Adult Services area, and ubiquitous integrated technology.

Status

Completed 2012

Size

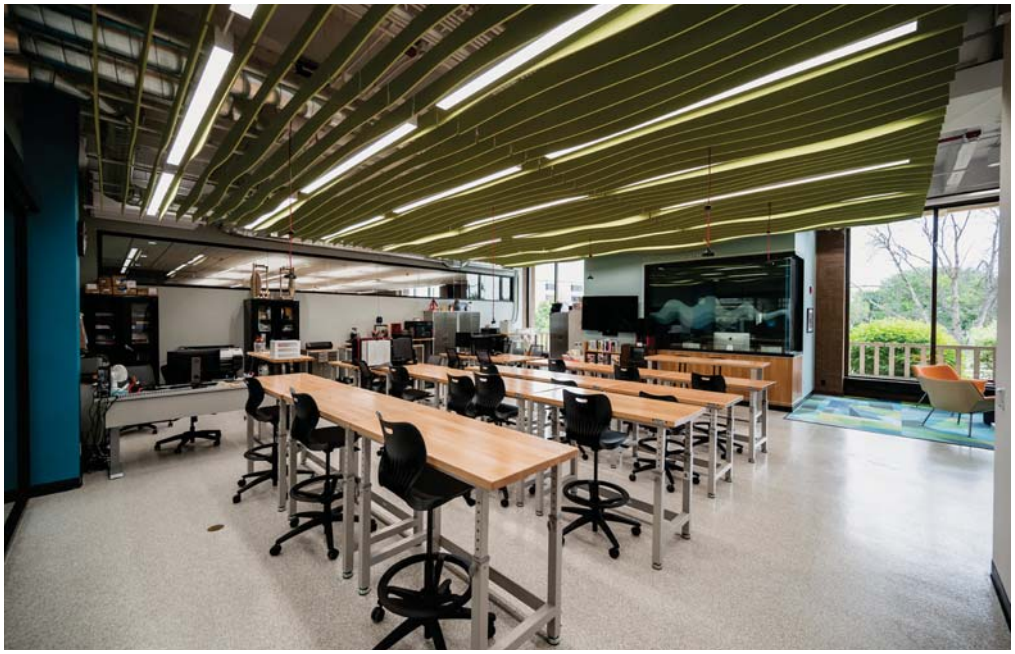
22,500 sf

Construction Cost

$5.5 million

McMillan Memorial (WI) Library

McMillan Memorial (WI) Library



Engberg Anderson worked with McMillan Memorial Library to reprogram its 10,800 sf Adult Room. The new design has a maker space, quiet room, multiple meeting rooms, staff service desk, and the adult print collection. This project included a space needs analysis for the Adult Room, concept design plans and renderings, and a schedule with implementation recommendations.

Status

Completed 2022

Size

10,800 sf

Estimated Cost

$1 million

ACC Management Group, Inc.
2375 State Road 44, Suite A
Oshkosh, WI 54904
(920) 966-9905

ACC Management Group, Inc. is a full-service property management firm dedicated to providing professional results-oriented services to its clients. ACC currently operates over 150 properties and 8500 apartments throughout Wisconsin's major markets and Illinois. Headquartered in Oshkosh, WI, ACC's exceptional team of multi-family leaders has a proven track record of excellence in management of affordable housing with various state and federal programs including, Section 42 Tax Credit, Section 8, and Section 515.

Commitment, trust, and reliability is the foundation of our relationships with residents, employees, and partners. Our team works hard to earn the loyalty needed to develop and retain the long-term relationships associated with our shared success.

There are over 100,000 apartments built each year with the use of Low-Income Housing Tax Credits (LIHTC). Over the years, the LIHTC program and other affordable housing programs have become increasingly competitive, and as a result, complex. Most developments with an affordable housing component have multiple layers of financing, each with associated requirements. This includes varying regulations, reporting, and oversight requirements for Section 42 LIHTC, Project Based Section 8, AHP, HOME, and Rural Development. It also includes new components such as preferences, new set asides, RAD and more. Adhering to program requirements during the first year, and each subsequent year during the regulatory period is essential to any successful affordable housing real estate development.

ACC Management Group has established a long history of extraordinary program compliance proven by superior ratings with state and federal agencies, such as WHEDA, IHDA, and HUD. ACC's experienced team of compliance professionals assist you through the initial stages of your development and the entire regulatory period for your property.

With combined affordable housing management experience of nearly 100 years, ACC's leadership team is well qualified to ensure compliance with all regulatory agreements and provide valuable input throughout the development process.

Annually, ACC participates in new affordable housing developments as the management agent and compliance expert. ACC's leadership team typically becomes involved 12-18 months prior to the expected completion date. We offer our clients a fresh perspective on building design, staffing needs, market trends, and much more. As the completion date approaches, ACC's efforts increas and all hands are on deck for the lease-up of the new development. All applicants are qualified and the development is typically fully leased within 30 – 90 days of the completion date with full compliance of all regulatory agreements.

Most recently, ACC has assisted developers transition multiple properties from Public Housing to Section 8 housing through HUD's RAD program.

ACC Corporate Team

Chris Hand, CPM
President / Owner

Chris Hand joined ACC Management Group as a Partner and Director of Operations in 2016 and became President and Owner in 2018. Chris provides leadership and oversight of all ACC Management Group operations. He works closely with ACC's Leadership Team, Regional Property Managers, and corporate staff to maximize returns for clients and to provide extraordinary living experiences for residents. In the twelve years prior to ACC, Chris held the positions of Director of Affordable Housing, Director of Business Development, and Executive Team member of a Wisconsin-based property management company. He holds a Bachelor of Science degree in Economics from the University of Wisconsin – Madison and is a Certified Property Manager (CPM) through the Institute of Real Estate Management (IREM). Chris resides in Oshkosh, WI with his wife Heather and their three children.

Heather Hand, HCCP, TCS, BOS
Vice President / Owner

Heather Hand joined ACC as a Regional Manager and then became Director of Property Management in 2018 and transitioned to Vice President in 2021. Heather provides leadership and oversight of all stabilized property management operations with a focus on team development, maximizing use of property management software, and standardization of procedures.

With her Accounting degree from the University of Wisconsin – Madison, she got her start as a property accountant at a Wisconsin-based property management company. She eventually transitioned to Regional Manager and then Director of Property Management overseeing market-rate and affordable multi-family housing, condominiums, and resorts throughout southcentral Wisconsin. Additionally, she was a multi-state Regional Manager for a nationally recognized developer and property management company.

Josh Pluer, HCCP, COS
Regional Vice President

Josh Pluer joined ACC in 2022 as Regional Vice President. His portfolio spans the state of Wisconsin and Northern Illinois. Josh provides leadership and support to a team of

Regional and Area Managers, tasked with delivering results to our valuable owners and residents.

Josh has worked in the affordable housing space for nearly twenty years. He is passionate about the need for affordable housing and believes it to be part of the solution for homelessness, social equity, and mental health. As a former Regional Director of Property Management, Josh led the strategic operation of a multi-state RAD/Public Housing portfolio, with a focus on social service agency and housing authority partnerships. His team included Project Specialists, Area Managers, Relocation Specialists and Resident Service Coordinators. Prior to directing operations, Josh developed and implemented various training programs and teams to help transition national management operations internally. Josh holds a B.S in Sociology and Spanish Literature from UW-Milwaukee. He also currently holds COS, HCCP, MHS and RAD-PBV designations. He is fluent in Spanish and has a passion for coaching youth sports and volunteerism.

Jason Britten, Broker, COS
Regional Vice President

Jason Britten joined ACC in 2019 as Regional Manager and elevated to Regional Vice President in 2021. His portfolio covers most of the state of Wisconsin. Jason provides leadership and support to a team of Regional and Area Managers, to ensure high performance and exceptional results for our owners and residents.

Jason has worked in multi-family housing for twenty-five years in various roles including Maintenance Technician, Community Manager, and Area Manager. Jason's primary focus in the leadership role is team and individual staff development. Additionally, he believes that the development of clear and concise policies and procedures is essential to the success of people and the company. He works to bring a calm and focused presence to any project. Jason earned a B.A. in Philosophy from UW-Milwaukee. He also is licensed Real Estate Broker in the State of Wisconsin and has a COS designation. Jason and his wife Casey raised 2 children and live in Appleton, WI with 4 cats, and thousands of LP records.

Dewayne Pohl, Broker, TCS
Facilities Director / Broker

Dewayne Pohl has over 35 years of management experience across multiple industries with the majority in real estate, including over 25 years as a licensed real estate broker. He holds the Graduate Realtor Institute (GRI) from the National Realtors Association and the Tax Credit Specialist (TCS) certification from the National Center for Housing Management. His extensive background in facilities is critical to ACC's property management operations. As part of the executive management team, Dewayne oversees facilities management throughout the portfolio, including site inspections, preventative maintenance, capital expenditure coordination, and vendor negotiation. He is highly involved in all investor, state, and federal property inspections including REAC, WHEDA, and IHDA. With his broad background in property management and logical approach to operations, Dewayne often provides valuable cost-saving feedback to developers during the design stage of each development.

Mary Wangerin, HCCP, COS
Director of Operations

Mary Wangerin has over 20 years of management experience. She has an extensive 15-year background in affordable housing and holds a Wisconsin real estate license. As part of the executive management team, Mary oversees new property setup and integration, marketing, and compliance. She coordinates ACC's efforts on all lease-ups from the initial set up to 100% occupancy. Additionally, she is ACC's corporate software trainer and is instrumental in developing training systems.

Mary also has over 20 years of marketing and design experience with a strong background in internet design and development. Working with both business to business and business to consumer clients, she has designed and developed numerous websites, intranets, online advertising campaigns, direct mailings and print collateral.

ACC Management Group - Site List

Property	Address	City, State, ZIP	Units	Property Discription	Avgerage Occupancy %	Managed Since:
AHGH Townhomes	Scattered Sites	Milwaukee, WI	36	Section 42 - Family Site - 2 Buildings	97%	2016
Andre, The	2350 Winnebago St	Madison, WI 53704	38	LIHTC - Family	100%	2022
Arbor Green	6001 55th St	Kenosha, WI 53142	48	Section 42/Section 8 Family site - 7 Buildin	98%	2012
Ashland Arms	716 4th St W	Ashland, WI	37	WHEDA Sect 8 - Family	95%	2021
Aspen Village	1350 N. Hogan St.	Antigo, WI	50	LIHTC - mixed use	In Lease Up	2023
Baldwin Apartments	630 Park St	Baldwin, WI 54002	24	HUD Sect 8 - Senior	93%	2021
Bay Hill	613 N. 12th Avenue #101	Sturgeon Bay, WI 54235	68	Rural Development layered with Section	96%	1986
Bayfield Court	523 & 527 Bayfield Court	Jefferson, WI 53549	8	Market Rate	100%	2018
Bayshore Townhomes	623 E. Main St.	Sparta, WI 54656	32	Section 42 - Family	100%	2017
Bayside Senior Apartments	237 Cook Avenue	Oconto, WI 54153	24	Section 42/Senior site - 1 building	98%	2014
Bayview Terrace City	537 South Neenah Avenue	Sturgeon Bay, WI 54235	36	Rural Development - Senior Site - 3 Buildin	98%	2007
Bayview Terrace North	2261 Mill Road	Sister Bay, WI 54234	24	Section 8 senior site - 4 buildings	100%	2016
BCG Apartments	720 Grove R.	Wild Rose, WI 54984	30	Sectin 8 - mixed use - 2 Buildings	95%	2019
Berkshire Ashwaubenon	689 Mike McCarthy Way	Green Bay, WI 54304	75	LIHTC - mixed use	In Lease up	2023
Black Creek Apts	310 N. Ash St.	Owen, WI	16	family	93%	2022
Blackhawk Apartments	635 & 655 W. Blackhawk Dr.	Fort Atkinson, WI	8	Market Rate - Family Site - 2 Buildings	100%	2017
Blackstone Harbor	10525 Judith Blazer Drive	Sister Bay, WI 54234	24	Section 42 - Family Site - 3 Buildings	100%	2013
Bradley Crossing 54	4375 W Bradley Rd.	Brown Deer, WI 53209	54	Section 42 - Family	98%	2017
Bradley Crossing 60	4375 W Bradley Rd.	Brown Deer, WI 53209	60	Section 42 with 30 Sec 8 Vouchers - Famil	98%	2017
Breezewood Village II	450 Sunnyslope Dr	Hartland, WI 53029	65	LIHTC - Senior	88%	2021
Brookstone Townhomes	2831 Eggiman Rd.	Fitchburg, WI 53713	28	Market Rate - Family	97%	2019
Cabrini	619 Merritt Ave	Oshkosh, WI 54901	33	LIHTC - Senior	100%	2022
Calumet County (Scattered)	2000 Taft Ave	New Holstein, WI 53014	46	HUD Sect 8 - Family	93%	2021
Camelot Court (Scattered)	533-537 Camelot Ct	Oshkosh, WI 54901	40	WHEDA Sect 8 - Family	93%	2021
Campbell Court	148 Judson Dr	Beaver Dam, WI 53916	56	HUD Sect 8 - Family	93%	2021
Carriage Hills	195 Fuller St	Columbus, WI 53925	28	WHEDA Sect 8 - Senior	93%	2021
Cedar Grove I & II (Scattered)	412 24th Ave	Menomonie, WI 54751	64	Section 42 - Family	97%	2021
Central WI East	Scattered Sites	Scattered Sites, WI	40	Mixed	93%	2022
Central WI West	scattered Sites	Scattered Sites, WI	28	Family	93%	2022
Centralia View Apartments	Scattered Sites	Wisconsin Rapids, WI 54494	40	Section 42 - Senior Site - 1 Building	100%	2020
Century Building	808 North Old World 3rd St.	Milwaukee, WI 53203	44	Section 42 - Family Site - 1 Building	97%	2018
City Center Apartments	203. No Main St	Brillion, WI	40	Section 42 - Family - 1 Building	98%	2021
City Place I	1715 N 5th St	Milwaukee, WI 53212	51	LIHTC - Family	97%	2021
Clark Gardens	407 N. Clark St.	Mayville, WI	27	Family	93%	2022
Clear Lake	120 3rd Ave.	Clear Lake, WI	20	Senior	93%	2022
Cleveland Terrace	2756-2760 S 15th St	Milwaukee, WI 53215	23	LIHTC / Sect 8 - Family	93%	2021
Country View Aparts	300 Ferguson St	Neillsville, WI 54456	30	Section 8	95%	2022
Cranberry Woods Townhomes	2151 14th Street South	Wisconsin Rapids, WI	40	Section 42 - Family	100%	2018
Crescent Lofts	315 W. Franklin St.	Appleton, Wi	69	Section 42 - Family - 2 buildings	98%	2021
Dartford Bay - Landing	504 S. Mill Street	Green Lake, WI 54941	33	buildings,Senior - 25, Family - 8	96%	2013
Deerwood Crossing	4195 W Bradley Rd	Brown Deer, WI 53209	66	Section 42 - Senior Site - 1 Building	98%	2010
Deerwood Crossing II	4195 W Bradley Rd	Brown Deer, WI 53209	30	Section 42 - Senior Site - 1 Building	98%	2014
DeNeveu Creek Senior Apartments	46 Winnebago Ln	Fond Du Lac, WI 54935	24	expired tax cr - Family	100%	2021
Diamond View	1300 N 9th Ave	Wausau, WI 54401	100	HOME / Sect 236 - Family	96%	2021
Diamond's Edge	1300 N 9th Ave	Wausau, WI 54401	58	HOME / Market - Family	98%	2021
Dunn County (Scattered)	605 Tiffany St.	Boyceville, WI 54725	72	HUD Sect 8 - Senior	95%	2021
Edgewater - Berlin, The	310 Mound St	Berlin, WI 54923	42	HUD Sect 8 - Senior	93%	2021
Elven Sted Apartments	631 Eighth Street	Stoughton, WI 53589	33	Section 42 - Family Site - 3 Buildings	98%	2010
Englewood/Barrington Apartments (Scattered)	2305 Corona Ave	Eau Claire, WI 54701	60	LIHTC / Sect 8 - Family	93%	2021
Fair Acre Townhomes	1911 N Main St	Oshkosh, WI 54901	55	Section 42 - Family Site - 6 Buildings	97%	2012
Fairview Crossing	740 S. Pleasantview Road	Plymouth, WI 53073	64	Rural Development - Family Site - 3 Buildin	97%	2009
Family Court Townhomes	Scatterd Site	Elgin, IL 60123	74	RAD - Section 42 - Scattered Site	99%	2016
Forest Acres	10010 W Forest Home Ave	Hales Corners, WI 53130	56	HUD Sect 8 - Senior	93%	2021
Foxbridge	794 W. Main St.	Princeton, WI	24	Senior	93%	2022
Galesville Greens	20514 W. Clark Ave	Galesville, WI	26	Family	93%	2022
Garden View Townhomes	746-796 8th Ave S	Cumberland, WI 54829	24	expiring tax cr - Family	91%	2021
Gateway Senior Apartments	120 Gateway Dr	Waupun, WI 53963	49	LIHTC - Senior	96%	2021
Glen Grove	1120 N. Windsor Ave.	Cottage Grove, WI 53527	100	LIHTC - Mfamily	100%	2022
Grand Ave Lofts	2905 W Wisconsin Ave	Milwaukee, WI 53208	32	Section 42 - Family Site - 1 Building	95%	2013
Grand River aka Vista Valley	301 N Grand St	Markesan, WI 53946	32	HUD Sect 8 - Mixed	91%	2021
Grant County (Scattered)	1425 N. Water St	Platteville, WI 53818	70	WHEDA Sect 8 - Mixed	87%	2021
Great River	N1000 County Rd CC	Pepin, WI	8	Family	93%	2022
Greenview Apartments - Ettrick	318 E. 3rd St.	Ettrick, WI	9	Family	93%	2022
Greenview Apartments - Randolph	388 Holland Dr	Randolph, WI 53956	9	LIHTC / Sect 8 - Senior	100%	2021
Greenwood Manor	710 Minor Ave W	Ladysmith, WI 54848	54	LIHTC - Mixed	93%	2021
Grove Street Townhouses	800 Grove St	Fort Atkinson, WI 53538	10	HOME / LIHTC - Family	100%	2021
Harvest View Apartments	424 Begley St.	Greenwood, WI	8	Senior	93%	2022
Hawthorne Woods Apartments	432 N. Highland	Plymouth, WI 53073	64	Section 8, mixed use	100%	2023
Hidden Glen	90 S. Holmen Dr.	Holmen, WI	40	Family	93%	2022
Hilltop Manor	814 Elm Dr.	Spooner, WI	28	Mixed	93%	2022
Horicon Heights	420 S. Finch St.	Horicon, WI	18	Family	93%	2022
Ingram Place	456 E Brown St	Milwaukee, WI 53212	53	Section 42 - Family Site -1 Building	96%	2016
IW East	Scattered Sites	Scattered Sites, WI	16	Family	93%	2022
IW West	Scattered Sites	Scattered Sites, WI	24	Mixed	93%	2022
Jackson County (Scattered)	130 S. Water St.	Black River Falls, WI 54615	80	WHEDA Sect 8 - Senior	98%	2021
Janesville Commons/Neenah Court (Scattered)	3720 La Mancha Dr.	Janesville, WI 53545	56	LIHTC / Sect 8 - Family	95%	2021
Janesville Garden Court	208 N Main Street	Janesville, WI 53545	164	Section 8 - Senior Site - 1 Building	97%	2016
Jefferson Apartments	602 Collins Rd	Jefferson, WI 53549	64	Section 8 - Section 42 - Rural Developmen	97%	2010
Jenor Towers	75 N Oak St	Platteville, WI 53818	73	WHEDA Sect 8 - Senior	93%	2021
Johnson Creek I & II	321 Swap St	Johnson Creek, WI 53038	32	RD 515 - Senior	91%	2021
Kenwood Senior Living	1479 Pleasant Street	Ripon, WI 54971	24	Section 42 - Senior Site - 1 Building	98%	2012
Kestrel, The	6818 University Ave	Middleton, WI	39	Market Rate	98%	2021
Klassik Apartments	410 W. Verona Ave	Verona, WI 53593	63	Section 42 - Family Site - 1 Building	100%	2023
La Corona Apartments	1655 S 3rd St	Milwaukee, WI 53204	55	HUD Sect 8 - Family	100%	2021
Lakeland Apartments (Scattered)	207 McDowell St	Delevan, WI 53115	82	LIHTC / Sect 8 - senior	98%	2021
Lakeside Gardens	391A N. Peters Avenue	Fond du Lac, WI 54935	80	Section 42/Section 8 - Family Site - 17 Buil	97%	2006
Laurel Gardens	617 Laurel Ct	Marshfield, WI 54449	60	HUD Sect 8 - Family	93%	2021
Limerick	5128 Lacey Rd.	Fitchburg, WI 53711	127	LIHTC - mixed use	95%	2022
Lincoln Court	108 Lincoln Ct	Mount Horeb, WI 53572	25	expired tax cr -Senior	96%	2021

ACC Management Group - Site List

Property	Address	City, State, ZIP	Units	Property Discription	Avgerage Occupancy %	Managed Since:
Lincoln School	1130 Carlisle Ave	Racine	64	LIHTC - Senior	95%	2021
Main Street Gardens	6204 W Main St	Milwaukee, WI 53214	25	LIHTC / Sect 8 - Family	100%	2021
Maple Lawn	2859 Coho St	Fitchburg, WI 53713	81	Section 42 - Family Site - 7 Buildings	97%	2012
Maple Ridge	300 Mack Dr	Reedsburg, WI 53959	49	LIHTC - Senior	100%	2021
McKinley Gardens	2014-2022 W Vliet St	Milwaukee, WI 53205	119	LIHTC - Family	94%	2021
Meadow Creek	1119 Roseland Drive	Kewaskum, WI 53040	37	Senior - 25, Family - 12	96%	2013
Meadows, The	318 Dempsey Dr.	Elburn, IL 60119	52	Section 42 - Senior Site - 1 Building	100%	2019
Menasha Woods	1820 Chain Dr	Menasha, WI 54952	40	LIHTC / Sect 8 - Family	98%	2021
Monroe Street Apartments	211 N. Monroe St.	Waterloo, WI	24	Section 42 - Family - 1 Building	95%	2017
Neenah I	210 Haylett St	Neenah, WI 54956	61	WHEDA Sect 8 - Senior	97%	2021
Neenah II (Scattered)	380 Stanley Ct.	Neenah, WI 54956	76	WHEDA Sect 8 - Senior	97%	2021
Neillsville I - Pine Court Terrace	505 W. 6th St	Neillsville, WI 54456	37	RD 515 - Senior	95%	2021
Neillsville II - Neillsville Manor	210 E 4th St	Neillsville, WI 54456	32	HUD Sect 8 - Senior	93%	2021
Neillsville III - O'Neil Terrace / Pine Estates	609 Forest St	Neillsville, WI 54456	25	HoDAG/ Market	93%	2021
Nicolet Townhomes	1380 Scheuring Road	De Pere, WI 54115	60	Section 42 - Family Site - 9 Buildings	97%	2014
Northern Lights Apartments	15865 W. Guard St.	Hayward, WI	24	Senior	93%	2022
Northwoods	2520 N. Martin Luther King Dr.	Milwaukee, WI 53212	72	Section 42/Section 8 - Family Site - 2 Build	95%	2005
Oak Meadow Senior	525 N. 10th St.	DePere, WI 54115	55	LIHTC - Senior	100%	2022
Oakwood Terrace/Portland Square (Scattered)	55 N Portland	Fond Du Lac, WI 54940	110	WHEDA Sect 8 - Mixed	93%	2021
Oconomowoc School Apartments	623 Summit Ave	Oconomowoc, WI 53066	55	Section 42- Family Site - 1 Building	98%	2013
Okato Manor	407 Arbutus Ave.	Oconto, WI 54153	74	Section 8 / RAD / LIHTC - Family	98%	2022
Orchard Ridge Apartments	966 Willard Dr.	Ashwaubenon, WI	43	Section 8 - Section 42 Family - 1 Building	98%	2021
Orchard Valley Apartments	1252 N. 12th Place	Sturgeon Bay, WI 54235	50	Section 8 - Senior Site - 1 Building	98%	2020
Oscar, The	1436 Green St.	Sheboygan, WI	240	Market Rate	96%	2021
Owen Heights	709 E. 6th St.	Owen, WI	24	Senior	93%	2022
Park Hill Family	540 W. Ring St	Milwaukee, WI 53212	20	LIHTC - Family	100%	2022
Park Hill Senior Apartments	535 W. Concordia Avenue	Milwaukee, WI 53212	62	Section 8 - Senior Site - 1 Building	98%	2005
Parkview Village	Scatterd Site	Appleton, WI	84	Section 8 - Section 42 - Family	95%	2006
Phoenix Senior Apartments, The	104 E Cook St	Portage, WI 53901	44	LIHTC - Senior	93%	2021
Poplar Apartments	319 N. East St.	Owen, WI	10	Senior	93%	2022
Prairie Creek	5613 Holscher Rd.	McFarland, WI 53558	49	LIHTC - mixed use	98%	2022
Prairie Haus	1001 Elmer Rd	New Glarus, WI 53574	40	LIHTC - Family	85%	2021
Price County (Scattered)	700 Division St.	Park Falls, WI 54552	60	WHEDA Sect 8 - Mixed	99%	2021
Regency Place	628 Grand Ave.	Little Chute, WI 54140	40	Sectin 42 - Senior - 1 Building	100%	2019
Richland County (Scattered)	975 W. Seminary St	Richland Center, WI 53556	78	WHEDA Sect 8 - Senior	93%	2021
Rise - Appleton	113 W. Harris St.	Appleton, WI 54911	48	LIHTC - Family	In Lease up	2024
River Cove Apartments	2601 Indiana Ave	Stevens Point, WI 54481	40	HUD Sect 8 / LIHTC - Family	97%	2021
River Oaks	3460 E. Ave. S	La Crosse, WI	48	Family	93%	2022
Rivers Edge	Scatterd Site	Elgin, IL	30	RAD - Section 42 - Scattered Site	100%	2017
Rivers II	455 Marion Rd	Oshkosh, WI 54901	40	Section 42 - Senior Site - 1 Building	99%	2016
Rivers Senior Living, The	475 Marion Road	Oshkosh, WI 54901	60	Section 42 - Senior Site - 1 Building	97%	2015
Rockwell Court	105 Rockwell Ave	Fort Atkinson, WI 53538	64	HUD 236 / HUD SE - Family	95%	2021
Rose Terrace	3820 Wolf Crossing Rd.	Oswego, IL 60543	36	Section 42 - Senior Site - 1 Building	100%	2019
Sawyer School Lofts	17 W. Pine St.	Sturgeon Bay, WI 54235	15	LIHTC - Family	95%	2022
Scenic View Apts	205 Slinger Road	Slinger, WI 53086	48	RAD - Section 42	100%	2017
Sedgemeadow	18 North West St.	Elkhorn, WI 53121	49	LIHTC - Senior	93%	2021
Seven Oaks	1108 Morrland Road	Madison, WI 53713	254	Section 42 - Family Site - 7 Buildings	96%	2012
Shell Lake Shores	843 N. Lake Dr.	Shell Lake, WI	16	Family	93%	2022
Shelter	Scattered Sites	Scattered Sites, WI	105	Senior	93%	2022
Shoals, The	10466 Shoals Ct.	Sister Bay, WI 54234	45	LIHTC - Family	100%	2022
Shoe Factory Lofts	224 W Washington St	Milwaukee, WI 53204	55	Section 42 - Family Site - 1 Building	98%	2016
Silvercrest Apartments	630 S. Cogswell Drive	Silver Lake, WI 53170	36	Section 42/Section 8 Senior/Family	99%	2012
Smith School Lofts	1745 Oregon St.	Oshkosh, WI 54901	31	LIHTC - Family	100%	2022
Songbird Apts	625 Dutchman Dr.	Chippewa Falls, WI	24	family	93%	2022
Spruce Meadows	705 5th St.	Goodman, WI	10	Family	93%	2022
St. Croix County II (Scattered)	745 First St	Glenwood City, WI 53013	110	HUD Sect 8 - Mixed	96%	2021
St. Croix I	Scattered Sites	Scattered Sites, WI	48	Family	93%	2022
Sunset Terrace	3011 Rosalie Parkway	Plover, WI 54467	22	WHEDA Sect 8 - Family	93%	2021
Tanglewood	3020 87th Pl	Kenosha, WI 53142	100	HUD Sect 8; expiring TC - Senior	100%	2021
Terrace Heights	1309G Townline Rd	Wausau, WI 54403	50	Section 42/Section 8 - Family Site - 9 Build	98%	1986
Thousand Oaks	1385 E. Wilson Ave	Arcadia, WI	52	Family	93%	2022
Tiny Home Village	125 W. Packer Ave.	Oshkosh, WI	36	Homeless	97%	2023
Tri-City (scattered)	436 S Main St	Fountain City, WI 54629	72	LIHTC - Mixed	89%	2021
University Gardens	370 N Tratt St	Whitewater, WI 53190	108	HUD 236 / HUD SE - Family	96%	2021
Uno Terrace	7601 Mineral Point Rd	Madison, WI	64	LIHTC	100%	2023
Uplands Homes	249 S. Musket Ridge Dr	Sun Prairie, WI 53590	40	Section 42 - Family Site - 18 Buildings	98%	2006
Villa West	1650 9th St.	Green Bay, WI 54304	170	Section 8 Elderly	99%	2017
Waldmar Housing	204 Durtschi Dr	Mount Horeb, WI 53572	20	LIHTC - Senior	100%	2021
Walworth Apartments	323 W. Ct St.	Elkhorn, WI 53121	141	HUD Sect 8 - Family	96%	2021
Water Tower View Apartments	3983 S. Prairie Hill Lane	Greenfield, WI	43	LIHTC - Family	98%	2022
Waukesha County (Scattered)	400 Sunnyslope Dr.	Hartland, WI 53029	100	WHEDA Sect 8 - Family	97%	2021
Waupaca County Apartments	Scatterd Site	Waupaca County	148	Section 8 Eldery & Family	96%	2017
Waushara Villages (Scattered)	245 E. Mount Morris Ave	Wautoma, WI 54970	34	WHEDA Sect 8 - Senior	93%	2021
West View Apartments	916 W. Brown St.	Waupun, WI	48	Family	93%	2022
Westport Meadows	1200 Oak Ct	Port Washington, WI 53074	49	HUD Sect 8 - Senior	94%	2021
Westwood Townhouses	1520 23rd Ave. South	Wisconsin Rapids, WI 54495	36	Section 8 - Family	98%	2020
Whispering Echoes Townhomes	407 S. 5th St.	Winneconne, WI	28	Section 42 - Family	100%	2018
Whitewater Manor	155 N Hyer Ln	Whitewater, WI 53190	26	HUD 202 - Senior	92%	2021
Whitewater Woods	340 N Newcomb St Apt B1	Whitewater, WI 53190	40	Section 42 - Rural Development - 5 Buildin	95%	2015
Wild Goose Landing	105 N Elm St	Oakfield, WI 53065	10	HUD Sect 8 - Senior	93%	2021
Willow Heights	1460 Wellington Way	Decatur, IL 62526	64	Section 8 - Senior Site - 1 Building	95%	2007
Winnebago County (Scattered)	37 Tayco St	Menasha, WI 54952	105	WHEDA Sect 8 - Mixed	93%	2021
Wittwer Apartments	120 S Main St	Monticello, WI 53570	20	LIHTC / Sect 8 - Senior	93%	2021
Woodland Village Apartments	1300 N Wisconsin Ave	Rice Lake, WI 54868	28	Expired tax cr - Senior	93%	2021
Woodview Park	353 Tyrell Ct	Delevan, WI 53115	91	LIHTC / Sect 8 - Senior	98%	2021
Woolen Mills	218 E South Island St	Appleton, WI 54915	60	Section 42 Family - 1 Building	100%	2017
			9,026			

III Featured Portfolio

MIXED – USE DEVELOPMENT

Mixed Use

SHOREWOOD METRO MARKET

4151-4195 N OAKLAND AVE, SHOREWOOD, WI 53211

MIXED USE URBAN INFILL

90,000 SF KROGER OWNED GROCERY STORE

FOUR-LEVEL 300+ STALL PARKING DECK

17,000 SF OF SMALL SHOPS

SIX-STORY APARTMENT BUILDING

metro market

COMMERCIAL

BUILD-TO-SUIT

Metro Market is part of a mixed-use project in downtown Shorewood, which General Capital completed in 2017. The mixed-use development is anchored by a Kroeger flagship Metro Market. The 90,000 SF store features a two-story format that is served by a four-story 314-stall parking deck. Signature departments include a wine bar, gelato bar, prepared gourmet foods and expanded organics.

The balance of the development includes 97 apartments over ground floor retail in a six-story building.

This urban infill project was facilitated by a public-private partnership that included significant tax increment financing from the Village of Shorewood.

GENERAL CAPITAL

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Mixed Use

MOSAIC APARTMENTS

4175 N. OAKLAND AVE, SHOREWOOD, WI 53211

"An Artful Expression of Modern Living"

COMPLETION DATE
2017

COST
$50,000,000

COMMERCIAL TENANTS
MOD PIZZA
BENTLEY PETS
ORANGE THEORY
BLUE'S EGG RESTAURANT
WISCONSIN VISION
METRO MARKET
(KROGER OWNED GROCERY STORE)

MOSAIC

Mosaic Apartments is a market rate multi-family project in the heart of Shorewood, which is part of a larger mixed-use development that encompasses a full city block. Mosaic combines sophisticated luxuries and conveniences in one ideal location.

The six story 97 unit luxury apartment complex sits over 17,000 SF of retail space, which is home to Mod Pizza, Bentley's Pets, and Orange Theory, among others. The $50 million project is anchored by a 90,000 SF Metro Market (Kroger owned grocery store).

This urban infill project was facilitated by a public-private partnership that included significant tax increment financing from the Village of Shorewood.

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Mixed Use

BEERLINE B APARTMENTS

MILWAUKEE, WI

"Affordable Housing Tax Credit Apartment Deal located in the Heart of Downtown Milwaukee."

COMPLETION DATE
2012

COST
$26,636,000

COMMERCIAL TENANT
DENTAL ASSOCIATES

URBAN ★ CULTURE
BEERLINE
B
APARTMENTS

RESIDENTIAL

AFFORDABLE HOUSING

The Beerline B Apartment project is located on Commerce Street along on the River in downtown Milwaukee. The workforce LIHTC project contains 140 affordable housing units. Resident amenities include a community lounge that features a theater like audio/video experience, blazing fast wi-fi, a full kitchen and a wood fired pizza oven for neighborhood events and private parties. The retail space is leased and occupied by Dental Associates. Completed in 2012, total project costs were $26.6 million.

To finance the project, General Capital received one of the largest private allocations of Housing Tax Credits in Wisconsin's history. In addition, General Capital worked closely with the City of Milwaukee to negotiate a $1.1 million TIF to reconstruct the Milwaukee River dock wall and River walk. The project also obtained a $400,000 Brownfield grant to assist with environmental clean-up. Capital sources for the project included 9% LIHTC equity, first mortgage, TIF loan, BEBR Grant, Deferred Fees, and 1602 Exchange Funds.

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Mixed Use

BERKSHIRE MUSKEGON

275 W. CLAY AVENUE, MUSKEGON, MI

"The Berkshire Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout Downtown Muskegon."

COMPLETION DATE
2018

COST
$16,300,000

COMMERCIAL TENANT
AGEWELL SERVICES

BERKSHIRE
MUSKEGON

RESIDENTIAL

AFFORDABLE HOUSING

The Berkshire–Muskegon is an 84-unit mixed-use senior housing community Idowntown Muskegon. The 3-story brick building includes ground floor commercial space, community space and resident amenities and residential units in a courtyard configuration. AgeWell Services of West Michigan leases and occupies the 5,600 SF commercial space with offices and The Driftwood Café, a reduced cost food venue intended to serve the general public and area residents with limited incomes.

Berkshire – Muskegon was the first new development to be built under the city's recently adopted "Form Base Code," a progressive zoning tool intended to encourage more thoughtful urban design throughout downtown Muskegon. The property falls into two "character areas," each containing specific development parameters including "build to" setback lines, certain height and bulk restrictions and requirement for ground floor commercial space. The result is an urban, pedestrian-friendly building that fits comfortably into its downtown location, convenient to shopping and services. The Muskegon Farmers Market, one of Michigan's largest and longest operating open air markets, is only two blocks away.

The $16.3 million project was funded with tax credit equity from US Bancorp Community Development Corporation and a permanent loan from Chemical Bank.

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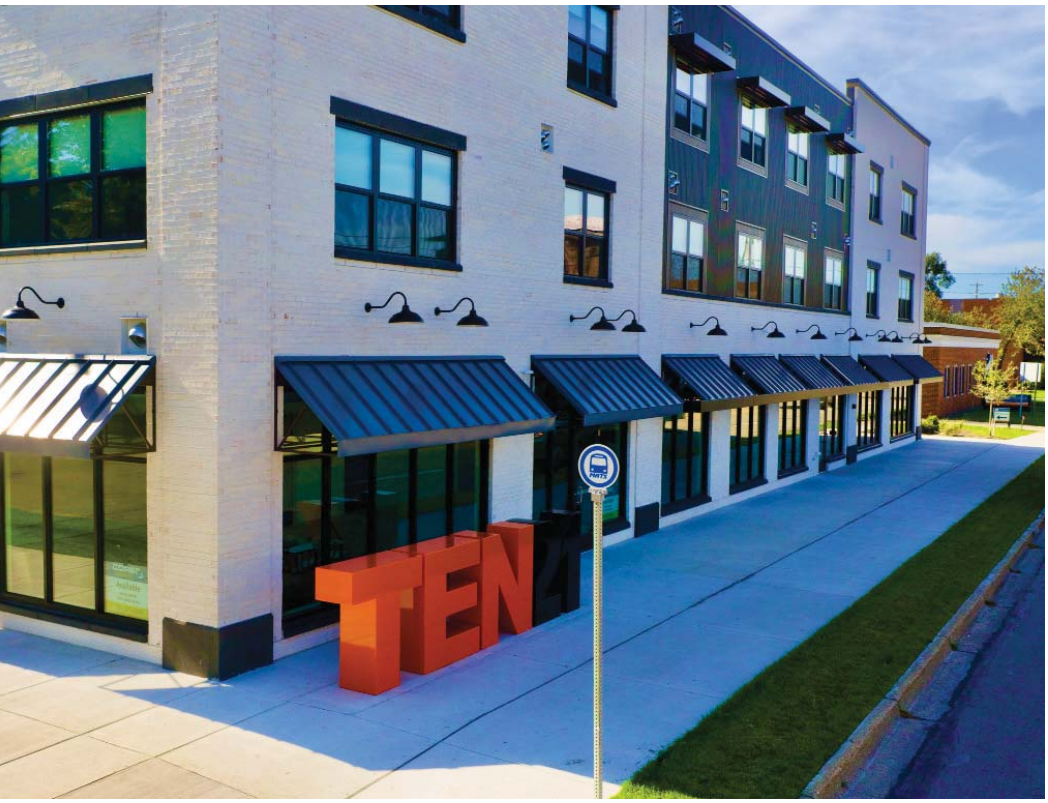
Mixed Use

TEN21 APARTMENTS

1021 JEFFERSON ST, MUSKEGON, MI 49440



COMPLETION DATE
2021

COST
$16,544,000

COMMERCIAL TENANT
IN LEASE UP

TEN21
LIVE CONNECTED

RESIDENTIAL

Affordable Housing

The TEN21 Apartments is a 73 unit workforce housing complex located in downtown Muskegon on a previously owned municipal lot that housed Muskegon's City Hall. The project is a new construction 3-story building with underground parking. This was General Capital's second project in Muskegon, a testament to our positive dealings and track record.

Completed in 2021, the $16.5 million project was financed with 9% housing tax credits from MSHDA, a conventional first mortgage ,and received a PILOT from the City of Muskegon.

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GENERAL CAPITAL

MULTI-FAMILY DEVELOPMENT

Multi-Family

UNION APARTMENTS

WHEELING, IL

COMPLETION DATE
2023

COST
$25 MILLION

UNITS
53

union

RESIDENTIAL

AFFORDABLE HOUSING

General Capital worked with the Village of Wheeling staff, Plan Commission and Village Board to develop the look and feel of the project. The exterior appearance of the building was the result of a collaborative process, with General Capital responding to the Village's desire to see a high quality building with visual references to local architecture. The gables on the building were added to respond to the Village's comments. The 53 unit building is filled with amenities including the community areas on the ground floor, outdoor play structure, a fitness center, business center, and theater room.

IL Senator Adriane Johnson publicly praised General Capital at the Illinois Housing Conference stating that this project should be an example for all LIHTC development – the highest quality and indistinguishable from market rate multi-family product. Completed in 2023, sources of funds for this $25 million project included 9% LIHTC Equity, First Mortgage, IHDA Home Loan, IHDA Trust Funds, and Deferred Fees.

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Multi-Family

NILES POST OFFICE APARTMENTS

322 E. MAIN ST, NILES MI 49120

COMPLETION DATE
2021

COST
$15,947,000

COMMERICAL TENANT
ELARA AND NEAR TITLE

POST OFFICE APARTMENTS

RESIDENTIAL

AFFORDABLE HOUSING

The Niles Post Office Apartments is 63-unit workforce housing project in downtown Niles, MI. The project involved the rehabilitation of the City's historic post office and the new construction of two buildings which encompass apartment units and commercial space. Completed in 2021, the 3000 SF of commercial space is fully leased to Near North Title Group and Elara Home Care, a national provider of home-based health care.

The $16 million project was financed with tax credits from MSHDA and a conventional first mortgage and received a PILOT from the City of Niles.

This is General Capital's third affordable housing project in Niles. General Capital developed and currently owns the Berkshire Niles and the Four Flags Plaza Apartments in Niles, MI.

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Multi-Family
RUXTON APARTMENTS

85 S. OAK ST, PLATTEVILLE, WI

"Cutting edge affordable housing for millenials with a historic renovation of the existing and atached Ford dealership"

RUXTON
APARTMENTS

RESIDENTIAL

AFFORDABLE HOUSING

Located on the former Pioneer Ford site in Downtown Platteville, Ruxton Apartments includes 71 affordable workforce units and approximately 2,500 square feet of commercial space. The building is four stories tall with a connection into the Pioneer Ford building at the second floor. The Pioneer Ford building was renovated into a new entrance and community space on the upper floor and retail space / utility rooms on the lower level. The design is a stunning gateway element at the entrance to downtown Platteville.

Sources of funds for this $14 million project include 9% LIHTC Equity, First Mortgage, Home Loan, AHP, TIF, CDI Grant and Deferred Fees.

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Multi-Family

Riverwest Workforce Apartments & Food Accelerator

MILWAUKEE, WI

"General Capital won a City of Milwaukee RFP to reclaim this urban infill brownfield site. The Riverwest Food Accelerator is the highlight of this $30.5 million redevelopment."

COMPLETION DATE
UNDER CONSTRUCTION

COST
$30.5 MILLION

UNITS
91

PARTNER
KG DEVELOPMENT

RESIDENTIAL

AFFORDABLE HOUSING

General Capital won a City of Milwaukee RFP to reclaim this urban infill Brownfield site located at the corner of North Avenue and Commerce Street in Milwaukee's Riverwest Neighborhood. Research by the US Dept of Health and Human Services linked housing and access to healthy food as major social determinants of health, and consuming a nutritious diet is especially challenging to those struggling with limited incomes and housing instability. General Capital set out to respond to this issue with a food education focus in the new Riverwest Workforce Apartments and Food Accelerator.

The 91-unit project is anchored by the Riverwest Food Accelerator, a community space with commercial teaching kitchen to promote food education, nutritional counseling, and opportunities to engage with local culinary non-profits. Residents from the building and surrounding neighborhood will have the opportunity to participate in programs promoting healthy shopping, cooking and lifestyle choices.

The $30.5 million project is among the first in the State of Wisconsin to combine both 9% and 4% Housing Tax Credits in a single project. Other funding sources include First Mortgage, Solar Tax Credit, HTF Loan, ARPA Loan, WHEDA TIF Loan, Deferred Fees, 4% LIHTC Equity, WHEDA Second

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Multi-Family
MLK LIBRARY APARTMENTS

MILWAUKEE, WI

"Anchored by a new 17,000 SF Milwaukee Public Library, MLK Library Apartments is a significant catalytic project at the center of the Harambee Neighborhood."

COMPLETION DATE
UNDER CONSTRUCTION - 2025

COST
$38.8 MILLION

UNITS
93

TENANT
MILWAUKEE PUBLIC LIBRARY

RESIDENTIAL

AFFORDABLE HOUSING

MLK Library Apartments is a 93-unit workforce housing development located at the corner of Locust Street and Dr. Martin Luther King Jr. Drive in Milwaukee's Harambee Neighborhood. The location is at the heart of Milwaukee's annual Juneteenth Day Celebration, a community gathering attracting thousands of revelers with a parade as the highlight of the festivities. General Capital partnered with Emem Group as an emerging developer partner.

The project is anchored by the new 17,000 SF Martin Luther King Branch of the Milwaukee Public Library, a new state of the art public library with community space, extensive technology and traditional library offerings. As part of the full block redevelopment, the historic Garfield Theater shops are transformed into vibrant live/work units.

The $38.8 million project was funded by a wide array of financial resources including 4% Housing Tax Credit equity, Milwaukee Public Library loan, WHEDA ARPA loan, Bader Foundation loan, SAG Grant, GIPP grant, Housing Trust Funds, Badger Bounce Back grant, Solar Tax Credits and 45L Tax Credits. This project is under construction with completion expected May 2025.

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BROWNFIELD REDEVELOPMENT

Brownfield Redevelopment

BERKSHIRE–ASHWAUBENON

ASHWAUBENON, WI

"A dynamic independent senior community in the shadow of Lambeau Field."

COMPLETION DATE
2023

COST
$20.4 MILLION

UNITS
75

PARTNER
DANNA CAPITAL

BERKSHIRE
ASHWAUBENON

RESIDENTIAL

AFFORDABLE HOUSING

As the Village of Ashwaubenon sought to redevelop Mike McCarthy Way from an industrial Brownfield into a vibrant mixed use entertainment zone near Lambeau Field, General Capital worked with Village stakeholders to envision a mixed-use urban infill development that would respond to the Village's growing need for high-quality affordable housing within walking distance of the Village Center. The final design includes a 3-story independent senior building set tight to the street, reflecting the Village's desire for a pedestrian-oriented street. Commercial space housing Family Services of Northeast Wisconsin anchors the ground floor. The back side of the property facing Borvan Avenue includes two townhome buildings as workforce housing.

Total project cost for the 75 unit senior/workforce affordable development was $20.4 million. Sources of funds included a significant allocation of Badger Bounce Back funding (state ARPA funds), State of WI HOME Funds, 9% LIHTC Equity, WHEDA First Mortgage, TIF Loan, Deferred Fees, and BEBR grant. Together, these resources, allowed the project to move forward during one of the most challenging construction environments in recent history.

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Brownfield Redevelopment

CENTURY CITY I

31ST ST AND CAPITOL DR, MILWAUKEE, WI

SITE SIZE
8.4 ACRES

BUILDING SIZE
53,160 SF

ELECTRIC
HEAVY POWER

INDUSTRIAL

BUILD-TO-SUIT | MANUFACTURING

CENTURY CITY
A CITY OF MILWAUKEE BUSINESS PARK

General Capital has partnered with the City of Milwaukee to develop a new 53,160 square foot flex industrial building at Century City Business Park, an eco-industrial technology zone located at Capitol and 31st Street. The building is “cutting edge indus-trial flex” with 24-foot clear ceiling heights, 58.33-foot structural bays, both at grade and full depth loading docks.

The site was part of the former 84-acre A.O. Smith and Tower Automotive property that once included over 2.5 million square feet of manufacturing space. The City invested over $40 million to clean up this brownfield property and create a new urban business park. General Capital worked with the City to develop the first new building in the business park to serve as a role model of urban industrial redevelopment.

Century City is a catalytic project that is transforming the surrounding community to attract new businesses and create jobs in the area.

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Brownfield Redevelopment

BERKSHIRE GRAFTON

1004 BEECH STREET, GRAFTON, WI 53024

"General Capital worked closely with Grafton stakeholders to develop a shared vision for this 100-year-old foundry site"

TOTAL UNITS

66

NEIGHBORHOOD

GRAFTON

BERKSHIRE
GRAFTON

RESIDENTIAL

AFFORDABLE HOUSING | TAX CREDIT DEAL

In 2000, General Capital won a competition sponsored by the Village of Grafton and the Goldberg family to redevelop a 100-year-old foundry in the heart of Grafton's historic downtown. The community had a specific vision for the site, including the type of project (senior), as well as the design and orientation of buildings and landscape features. The development team utilized a public/private partnership and a complex environmental remediation process to clean up toxic foundry dust and other contaminants.

General Capital used affordable housing tax credits and built the first of its "Berkshire" properties. This flagship senior community includes 66 units of affordable independent senior housing with a variety of senior specific activity rooms and amenities. The property has enjoyed excellent occupancies since it opened in 2001.

GENERAL CAPITAL

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Fox Point, WI 53217
tel 414-228-3500 fax 414-228-3700
www.generalcapitalgroup.com

Brownfield Redevelopment

BERKSHIRE PAW PAW

308 E MICHIGAN AVE, PAW PAW MI

"General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed $200,000 to improve the commercial space and over $40,000 in fee waivers and streetscape improvements."

COMPLETION DATE

2017

COST

$9,700,000

BERKSHIRE
PAW PAW

RESIDENTIAL

AFFORDABLE HOUSING

The Berkshire–Paw Paw is a 42-unit affordable independent senior housing community located in the heart of Downtown Paw Paw, Michigan. Residents enjoy walking to downtown restaurants, shops and services. Autumn House Adult Day Care Services is located in the street-facing commercial space, offering area residents a safe and inviting daytime environment for adults with special needs such as Alzheimer's, dementia or other physical impairments. The Berkshire – Paw Paw is LEED® Certified, a nationally recognized environmental program that demonstrates a commitment to energy efficiency and care for the earth. Residents will benefit with lower utility bills, increased indoor air quality and overall improvement of environmental health. The facility is one of the only LEED® Certified apartment communities in Southwest Michigan.

General Capital worked closely with the Village of Paw Paw to design and fund this project. The Village contributed $200,000 to improve the commercial space and over $40,000 in fee waivers and streetscape improvements. The project was the first new project to be approved under the Village's Downtown Overlay District, a form-based code emphasizing mixed-use, pedestrian-oriented development. The $9.7 million project was funded with tax credit equity from US Bancorp Community Development Corporation and a permanent loan from Chemical Bank.

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Brownfield Redevelopment

BERKSHIRE–SHEBOYGAN RIVERFRONT

SHEBOYGAN, WI

"A former Brownfield is brought back to life in the perfect Riverfront location in Downtown Sheboygan."

COMPLETION DATE
UNDER CONSTRUCTION - 2024

COST
$31.6 MILLION

UNITS
97

BERKSHIRE
SHEBOYGAN RIVERFRONT

RESIDENTIAL

AFFORDABLE HOUSING

Originally, this brownfield site was envisioned as an urban business park. After years of inactivity, the City of Sheboygan worked with General Capital to hatch a plan to construct highly needed affordable independent senior housing near Downtown. The final plan includes a 5-story senior building on a parking podium facing a public open space and the Sheboygan River as well as 18 "live/work" townhome units facing Indiana Avenue, as major arterial linking nearby neighborhoods to Downtown Sheboygan and the lakefront.

In addition The site required extensive environmental remediation to bring it to residential development standards, and was complex to develop with existing utilities and power lines carving up the property. General Capital lead the development process, working with multiple local and state agencies to accomplish necessary approvals. Sources of funding for the $31.6 million project included 4% LIHTC Equity, First Mortgage Bonds, WHEDA Housing Trust Funds, significant public financial support including $4 million of ARPA, a pay-go and upfront TIF from the City and ARAP Grant, BEBR Grant from the State of Wisconsin, Solar Tax Credits.

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FIRE STATION DESIGN

The following portfolio features Five Bugles Design, our strategic partner and expert in fire station design

Five Bugles Design™

ARCHITECTURAL DESIGN FOR PUBLIC SAFETY

STATEMENT OF QUALIFICATIONS

wendel

architecture | engineering | energy efficiency | construction management

Five Bugles Design™

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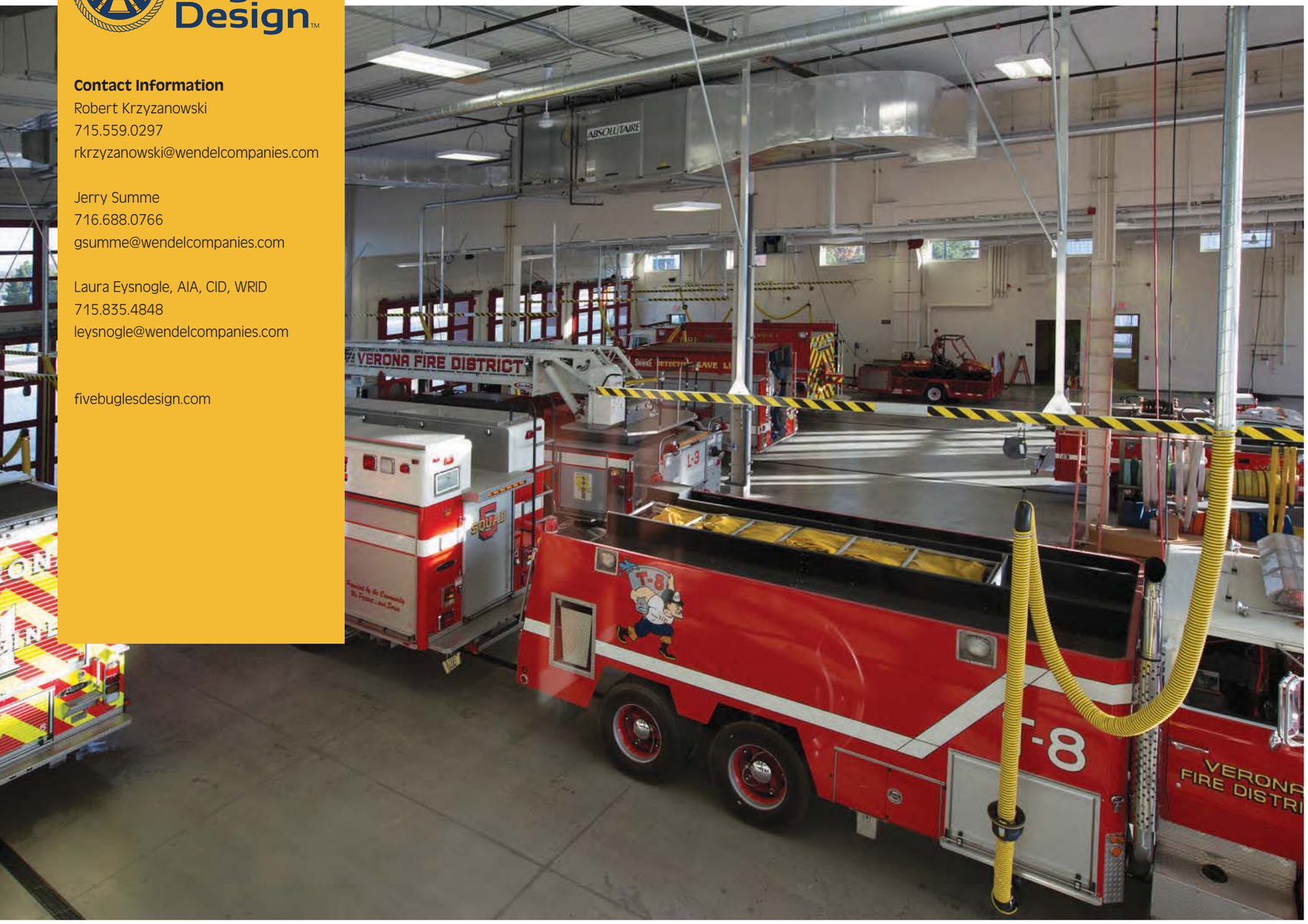

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Fire Service Specialists

BUILDING ON A VISION

As a division of Wendel, Five Bugles Design was formed to provide planning and design services to the public safety service industry. We understand that emergency service buildings are truly a unique building type. Our focused design team is comprised of members whom, both collectively and individually, are among the most experienced fire station design professionals in the Country.

UNMATCHED FIRE STATION/ EMS FACILITY STUDY AND DESIGN EXPERIENCE

Our award-winning team of architects and active emergency services specialists have experience throughout the country. We focus on exceeding our clients expectations and providing exemplary project management services, all while "speaking your language."

COLLABORATIVE. FOCUSED. CLIENT DRIVEN. COMMUNITY CONSCIOUS.

Making a positive and lasting impact on the people and communities we serve is at the core of what we do. We believe that by getting to know our clients, their needs, and the communities they serve, we're able to collaborate as a design team to provide winning solutions that go far beyond the obvious. Our goal is that the facilities we design today will serve our clients for decades to come.

IN-HOUSE EMERGENCY SERVICE SPECIALISTS

The Five Bugles Design team includes a number of Emergency Service Specialists. These individuals are both active and retired fire service personnel with extensive background in the management and operations of fire departments of all types and sizes (career, paid-on-call, combination). Most importantly, they have built stations for their own departments and understand the challenges created by the necessity of blending facility demands with budgetary concerns.

Our Emergency Service Specialists use their decades of fire service experience to lead our unique programming process. They will direct a conversation that explores your individual operational and facility challenges, breaks those challenges down into there respective building components and then work with our experienced architects and planners to define and quantify those elements with the goal of creating an accurate depiction of the built environment that will ultimately become your new or renovated facility.

Our Emergency Services Specialists also work for the State as advisors, fire inspectors, and educators. These items allow our team to see how operations are working throughout the state, what new technologies are coming out, pros/cons on how technology is impacting fire fighting.

SERVICES

Building Assessment
Feasibility Studies
Predesign
Master Planning
Architectural Design
GIS - Site Analysis & Planning
LEED® Sustainable Design
Conceptual Design
Design Development
Construction Drawings
Construction Administration
Interiors

AFFILIATIONS & SPONSORSHIPS

Wisconsin Healthcare Engineering Association

Wisconsin Fire Chief's Association

Minnesota Fire Chief's Association

Green Business - Recognized by the Eau Claire Chamber

Team Overview

The Five Bugles Design team has years of experience working together on stations, and station design.

Robert W. Krzyzanowski
As the Director of Emergency Services for Wendel, home of the award winning Five Bugles Design, Robert oversees all emergency services projects throughout the Country for all Wendel offices. He has over 20 years of experience working on public projects, and has been involved in over 60 emergency services projects in the past four years and close to 100 during his career.

Robbie will oversee the clients' expectations from the groundbreaking to the ribbon cutting and will ensure the client experience exceeds their overall needs. He understands that the teams next project relies on the current projects overall success and takes pride in pushing the project to its overall final environment as a facility where seconds count.

Robbie's experience includes a variety of emergency service buildings of various sizes – from a 2,880 square foot addition to the Lafayette Fire Station in Chippewa Falls, Wisconsin, to the 43,000 square foot fire station in Verona, Wisconsin. This vast array of experience allows him to assist owners in constructing buildings that meet their specific space needs, functionality and building type requirements.

Jerry Summe
Jerry's role is to provide owners and community leaders with results that exceed expectations. Gerald Summe's background includes over 40 years of experience in both private and municipal management. He is a past chief of the Village of Akron Fire Department, Life member of NYSAFC and past president of the Akron Lions. Jerry provides leadership to numerous diverse projects and initiatives, helping to create success for many of Wendel's municipal clients. Jerry's innovative thinking and management skills are specifically applied to areas of finance, capital project development and implementation of complex projects for local and regional government entities.

Laura Eysnogle, AIA, CID, WRID
With her 15 years of experience in public sector architectural design, interior design, and space planning, Laura works with clients from project conception through ribbon cutting – balancing the importance of efficiency and durability with adaptability and aesthetics. As part of the Wendel/Five Bugles Design team, Laura focuses on the need for spaces to perform in their most efficient manner, to be a good steward of the taxpayer's dollar and provide the community with the best facility possible. Her experience with the Five Bugles Design team includes performing studies of more than 10 departments and the design of an additional 10 facilities.

James Schmidt
Sr. Emergency Services Specialist Jim Schmidt is a retired Fire Chief and has been involved in the design and construction oversight of several public safety buildings throughout his 40 plus years in the Fire/EMS field as an owner representative and design team member. After his retirement from the Marshfield, WI Fire and Rescue Department in 2013, he has remained very active by mentoring new fire chiefs, serving as interim fire chief for a number of volunteer and combination fire departments and as a State Representative for the Technical College System Fire Service Training section. Jim is excited to continue helping emergency service personnel realize their dreams of building a new and improved "second home."

Bailey Merrill, AIA
Bailey brings experience in commercial and public sector design to Wendel, and with her 5 years of experience has developed the creative problem-solving skills necessary to design successful projects and build lasting relationships with clients. Bailey's experience includes new construction, remodeling, and space planning, which allows her to look at projects from all angles and provide solutions that suit her clients' needs. She embraces collaboration and innovation in her work while managing project from design through construction.

David Kaczmarowski
Dave brings 38 years of technical experience, including 30 years at Wendel to the Five Bugles Team. Throughout his career, Dave has focused on his devotion to detail, quality and collaboration. Dave is the Director of Quality for the Architectural Practice Area and is the lead specification writer for the Five Bugles Team as well as several other Wendel offices.

GIS Station Location & Site Selection

EMERGENCY SERVICES BASED

With the fastest possible response time as the primary concern in the location of any new fire station, our firm leverages the powerful analysis tool that is Geographical Information Systems (GIS) combined with the experience of our Emergency Services Specialists to create Emergency Services Base GIS Station Location Studies. GIS is powerful tool which allows us to analyze your current conditions, project future response times, generate potential station locations, and/or validate currently proposed stations based on the critical factor of time-of-response.

By adding the unique personal experience from our Emergency Services Specialists, we are able to bring another level of consideration to the equation of the fastest response time: Risk and Demand Analysis.

Simply stated: we consider more that just time. Though time is a huge consideration, it can't be the only consideration. If it were the only consideration based on GIS findings, the best location for a fire station could place a facility adjacent to a natural or man-made hazard, locate it far from all your responders' homes, or could create an imbalance in your community response.

In the end, we provide our clients with recommendations that are grounded in the requirements of NFPA 1710 and NFPA 1720 and ISO, but are also informed by the experience of career firefighters in identifying the best possible location.

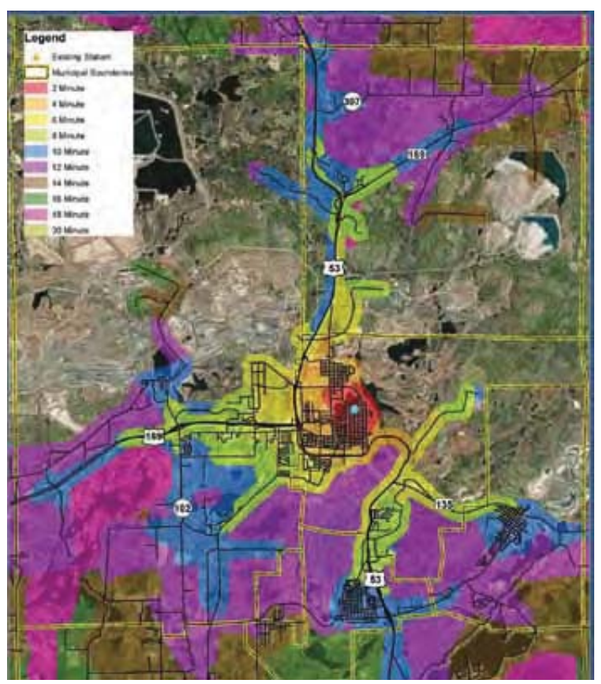
DATA GATHERING

The GIS Mapping and Analysis starts with Data Gathering. Most communities already have databases with proper layering that includes:

- Street maps
- Speed limits
- Population densities
- Parcels
- Utilities
- Land use and zoning
- Comprehensive plans

The fire department will need to provide 3 years of NFER Data that includes

- Fire calls
- Locations of existing stations
- Locations of Fire Fighter Residences (Volunteer Departments)
- Existing ISO ratings



Five Bugles Design.

Site Selection Matrix

Date: 21-Jun-17
Rater: Mike Hille

Rank each site in the categories below on a scale of 1 through 5
1 = Strongly Disagree 5 = Strongly Agree

SITES TO BE QUALIFIED	INTERSECTION	SITE ATTRIBUTES				COMMUNITY CONCERNS			SITE SERVICING				ENVIRONMENTAL				DEVELOPMENT IMPACTS				TOTALS	COMMENTS
		Effective Size	Expansion Potential	Access to Major Thoroughfares	Location in Market	Near Community Growth	Politically Supported	No Impact to Adjacent Properties	Public Accessability/Visibility	Municipal Water Available	Municipal Sanitary Sewer Available	Electricity Available	Storm Sewer & Natural Gas Available	No Known Contamination	No Existing Structures	No Wetland or Drainage Concerns	No Potential Traffic Impacts	Acceptable Site Acquisition Costs	No Zoning or Subdivision Issues	Suitable Soil Conditions	Reasonable Cost of Construction		
TIOGA SITE	NWC of 169 & 4th Ave. SE	5	5	4	3	2	3	5	4	4	4	4	4	3	2	5	5	5	2	2	3	74	Gateway site however existing mines and soils are a potential risk.
CITY SOFT BALL FIELDS	SWC of 2nd St NW & 6th Ave NW	2	1	2	4	3	3	2	4	4	4	4	4	4	4	5	2	5	3	4	4	68	Existing ball fields. Tight site for construction. Questionable emergency vehicle access. Simple site and building construction.
MINNESOTA POWER SITE	SWC of Iron Dr. & 6th St SE	5	4	4	3	2	4	5	4	4	4	4	4	3	4	4	5	3	4	3	4	77	Undeveloped property adjacent to Tioga site. Possibly acquire and develop in phases. Acquisition price undetermined.
MINNESOTA ENERGY SITE	NWC of Iron Dr E & East Dr	3	1	3	3	2	3	4	2	4	4	4	4	3	2	5	5	2	2	4	4	64	Assembly of sites in industrial park. Ownership to be validated. Interior location my have emergency vehicle access concerns.
DISQUALIFIED																							
MINING MUSEUM SITE (REVISITED)	NWC of 73 & W Lake St.	5	5	3	4	3	2	3	5	4	4	4	4	4	3	4	3	4	4	4	4	76	Location has synergy with existing city amenities. Coordination with the museum and amphitheater may complicate things.
IRON KETTLE SITE	NWC of 73 & 3rd St. SW	3	1	5	3	3	3	3	4	4	4	4	4	2	2	4	4	2	2	3	4	64	Not owned by City, but presents an opportunity to address exiting blighted properties.
CITY HALL EXPANSION	NEC of W Lake St. & 4th Ave. NW	4	2	3	5	4	3	3	5	4	4	4	4	2	1	5	3	5	4	4	3	72	Would allow City to stay in central downtown and not have to deal with the disposition of existing buildings. The magnitude of the project and cost will likely surpass the other locations.

ANALYSIS

Our team, led by Emergency Service Specialists, will tour your response area with you in order to develop an understanding of the unique challenges your community offers....we are seeking to understand what in your community keeps you awake at night.
We will use internet based real-time reporting to enter specific hazards into the mapping system. Some of the specific elements we will be looking for include:

- Industrial Hazards
- Environmental Hazards
- Barriers to Mobility (rivers, highways, railroads)

CUSTOM REPORTING & RECOMMENDATIONS

Every community is different, presenting unique challenges and requiring differing solutions. Our team of Emergency Service Specialists will work with you to develop mapping that answers your individual questions. Some mapping that we often find to be of importance to our clients:

- Optimal Station Location(s)
- Multiple Stations vs. Single Stations
- New (Improved) Response Times vs. Existing
- Average Turnout Time (Volunteer Stations)
- Risk and Demand Mapping

Our team makes recommendations that will optimize your station location(s) and response time that is based on your individual challenges, as well as, the requirements of NFPA, 1710 & 1720.

SITE SELECTION

Not all sites are created equal. While a GIS system can identify a specific parcel that is the 'best possible' location, it does not mean that site is obtainable, affordable, zoned appropriately, or does not suffer from other barriers to its acquisition. We will work with you to analyze each site recommended. Our system considers 20 separate criteria in 5 categories. It is designed to use emergency services siting requirements to create a numerical ranking of sites considered, creating an impartial site recommendation.

- Site Attributes
- Community Concerns
- Site Services
- Environmental Concerns
- Development Impacts

Programming

UNIQUE PROGRAMMING AND PLANNING PROCESS

SPACE NEEDS ANALYSIS

Five Bugles Design has developed some of the most comprehensive programming tools in the industry. These tools encourage active participation from members of the staff and community. We view programming as the fundamental basis of our design and attribute much of our success to our in-depth process. It is our intent that the programming process captures functional requirements of all of the community's response delivery systems.

Our process begins by conducting a programming session - typically a two-hour meeting - which will provide us an excellent understanding of your department's operation requirements and future goals.

INTERACTIVE SPACE NEEDS PROGRAMMING SESSION

Our proprietary fire station planning software allows our architects and planners to conceptually develop a program and space needs assessment in real-time during our planning and discussion sessions with you. We incorporate the tools of this software into our initial and ongoing planning discussions to immediately determine the raw square-foot costs of your proposed facility. The software serves as a check and balance to make sure all required spaces are accounted for including mechanical rooms, storage areas, mezzanines, floor area for equipment, apparatus, and operations.

Personnel Decontamination

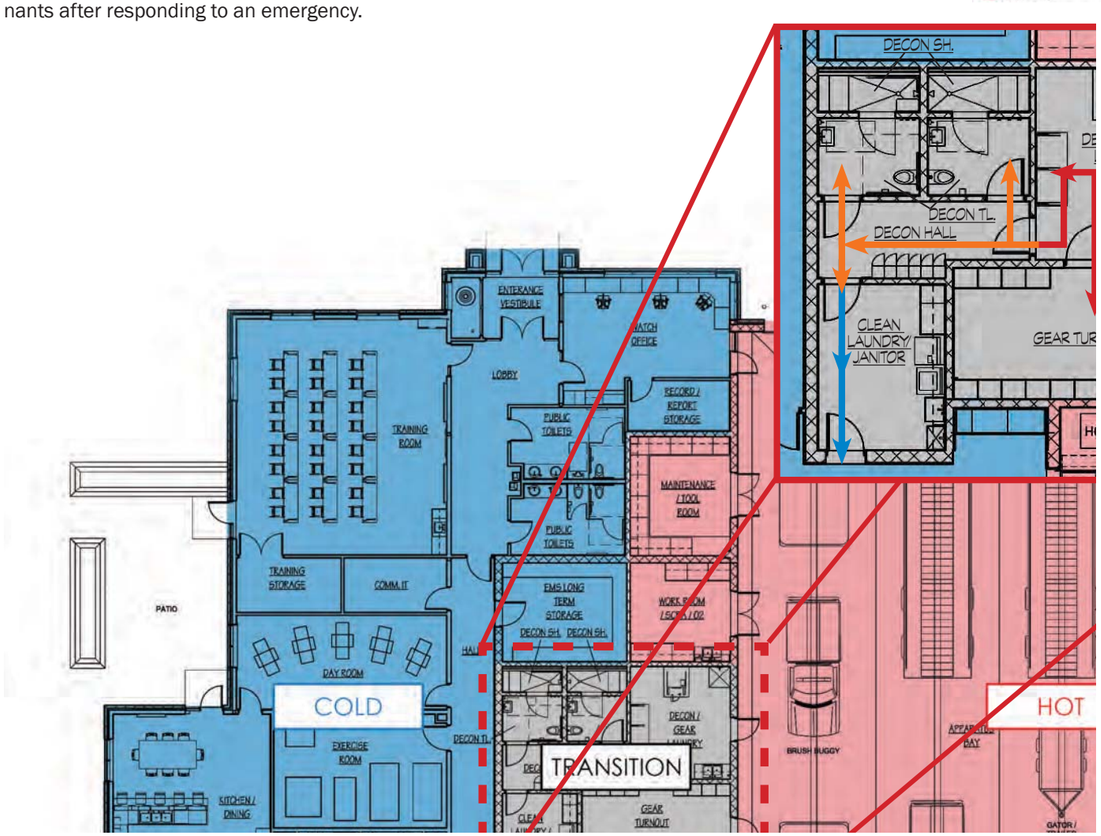
EMERGING TRENDS

Over the past decade, there has been an increase of cancer diagnoses for those men and women in the fire services, as well as for their loved ones at home. In an attempt to help keep firefighters and their families healthy, we have created a personnel decontamination process which separates the fire station in to zones (hot and cold), and therefore helps to reduce the spread of cancer-causing contaminates.

This process includes decontaminating trucks, gear, and of course, the people. Restricting contaminants to the hot zones and having staff transition to the cold zones ensures that they are free of those contaminants after responding to an emergency.

Our award-winning team members have proven their expertise in the design and development of decontamination spaces.

By constantly pushing the limits and creating (not just following) the emerging trends, we are regularly given the opportunity to speak to our peers and emergency services professionals at conferences throughout the country, as well as published articles in national publications showcasing our unique and user focused decontamination processes.



Training

Five Bugles Design has extensive experience in regional training facilities as well as creating staff training opportunities within a fire/ EMS station.

At the core of any successful and efficient fire protection program is fire department training. Community expectations for delivery services over the last decade have grown to a level never anticipated. Emergency medical services, hazardous materials, confined entry rescue, fire ground management techniques, communications, domestic terrorism and international terrorism are not hypothetical scenarios, but realities. Designing these high risk but low frequency training opportunities into the new fire station is critical to a department's level of ability to face the new challenges these situations present.

The Five Bugles Design team is a national leader with its innovative approach of incorporating training programs into building design. In our discussions during the initial programming and space orientation phase of the building process we spend a great deal of time talking about the department's existing training program. We take this time to gather as much information as possible and then offer design solutions that will provide for in-house training. Firefighters will be on hand during training sessions if a major emergency occurs.

One of the training opportunities that we have included in numerous fire stations is the use of a training tower for both drying fire hoses and for practicing in a multistory internal/ external training platform.

Design features may include:

- Orienting the tower to allow access on three sides.
- Windows or window openings with covers to simulate second story ladder rescue.
- An internal stairway to extend hand lines to an upper story.
- A standpipe pump-in connection system on the outside of the tower and standpipe connections at each level of the tower.
- The building sprinkler system pump-in station is also used to simulate sprinkler water and pressure support.
- A lone sprinkler head at the lowest level of the tower to train how to isolate a single sprinkler head while allowing the remaining system to be operational.
- Smoke opening connections on all floors of the hose tower to simulate rescue under zero visibility conditions.
- Repelling tie off connections at the highest level to simulate repelling rescues.
- A manhole on the second floor of the tower to allow confined entry training.
- Window or roof access at the top of the tower to allow firefighters to use ropes to raise and lower fire department equipment.

Sustainable Design

Standard design features include:

- Natural Light
- In-Floor Heat
- Building Envelope Exceeds Building Code Requirements
- Other exciting technologies: Photovoltaics, Solar Walls, Water Reclamation Systems, Green Roofs, White Roofs, Geothermal, Wind Power, Purchasing Renewable Energy Credits from Local Energy Co-Ops, Etc.

SUSTAINABLE DESIGN AND LEED CERTIFICATION

From the inception of our company one of our greatest strengths has been our emphasis on sustainable, green, and energy-efficient building design. We were "designing green" years before it became the popular thing to do.

With this approach we have, for example, been able to achieve heating and cooling costs which are greatly lower than average.

We firmly believe that one reason for our success is our concern for energy conscious design as a priority for each design and project. Should the City or District contemplate a LEED - Self Performing station we are able to provide a LEED Certified building or design in accordance with sustainable principles/concepts at the level which meets your facilities energy requirements and desires.

All core members of our team have multiple project experience in both LEED certified and LEED self-performing emergency services facilities as well as comprehensive energy modeling and day-lighting studies.

LEED Projects include fire stations in:

Buffalo, MN
Marshfield, WI
Menomonie, WI

LEED Self Performing projects in:

Milton, WI
Fitchburg, WI
Middleton, WI
Marathon City, WI
Chippewa Falls, WI
Red Wing, MN
Eau Claire, WI

Master Builder

VALUE THROUGH TRANSPARENCY AND PARTNERSHIP

We understand that you may not have decided on a delivery method for construction management services at this time. Our unique delivery method and business approach will work to your advantage for this and future projects. We understand how savvy contractors line their pockets at this stage, and therefore we offer a value proposition that is not only transparent, but will expedite the process and keep first class communication at the forefront.

Having us in the driver seat for your project means enjoying the perks of a trusted advisor who puts your needs and desires first. We provide peace of mind that your project is being managed by someone who is focused on delivering the expected value in an efficient manner. We prioritize the owner's interests, working as client advocate.

We use an alternative project delivery method where the professional services firm leads as design-builder.

With this approach, the professionally led design-builder provides a single point of contact for the client throughout the lifecycle of the project, ensuring a streamlined process so customers receive a higher quality project for less cost.

Improving on the traditional contractor-led design build concept, this method employs an open-book, transparent and ethical approach the client can trust. It expedites project delivery and involves customers directly in each phase. Projects led by professionals have best outcomes and long term involvement.

Our team works exclusively with public clients. We understand the required review periods, submittals, public hearing and other important steps that are required when spending public funds. We will make sure our initial project schedule includes these important dates and then adhere to that schedule.

Public Engagement

Public Engagement is critical to our philosophy of gaining project support from project participation. Successful public campaigns are the result of effective planning, transparent communication of a value-based solution, and support at the local level by municipal staff and officials.

- Public hearings and neighborhood groups provide opportunities for interactive progress updates with concerned citizens.
- The local press presents an opportunity to present the project in a positive light at chosen times throughout the project.
- Web-based project sites are available to provide meeting notes and project updates.
- Every community is different and presents a different set of challenges to the communications of project information and project approval processes. We will work with your team to develop a combination of the elements that works best.
- Assistance with social media postings.
- Referendum assistance.
- Graphics for monthly news letters and websites.
- Produce mailers, postcards, and newsletters to be mailed to public.
- Create fliers to be posted around community.

Managing Cost & Quality

Given the vast experience of fire station projects, the Five Bugles Design team has an extensive database of station construction cost data. Our estimating procedure is to provide ever more detailed estimates as the design process advances and less and less assumptions are required. Our cost estimating track record is outstanding.

We are particularly proud of the fact that when teamed with a third party estimator, or a construction management partner, our Five Bugles Design staff has never had a fire station come in over budget. Per your request that we give specific project data on cost control, we are happy to provide you data from our team's four most recent projects.

Community Support

When going to a community to seek support for a building project, our goal is that your voters are properly prepared and educated on the referendum prior to entering the polls. Questions such as:

- Why is this project needed?
- What will happen if we vote yes? What's the scope of the project?
- How will my taxes be impacted?
- What is the schedule of the proposed project?

At the beginning of the referendum process, we will sit down with your building committee to determine the best referendum schedule and approach for you and your community. Since you know your community better than we do, we will rely heavily on your assistance to determine what sorts of communication we should distribute to the district, the overall message you'd like to convey, and the frequency information is distributed.

WHY NOW AND WHY DO THESE NEEDS EXIST?

The needs and the challenges facing the Greenville Fire and Safety department and our community are not unique. The emergency vehicles have increased in size and complexity since the current fire station was built. The requirements and public expectations placed on our volunteer and full-time fire and safety personnel has increased dramatically over that same time period. The number of calls for service has increased and the environment in which we expect our emergency responders to work in has become increasingly more dangerous. The incidence and risk of several types of cancers is significantly higher for emergency personnel who we rely upon to preserve both life and property of those who live, work, or visit our community. The needs of this department has been well documented in studies dating back to 2010. The current Fire and Safety station no longer meets the needs of the department or our community and a new fire station will significantly add to the safety of those who serve.

The 2015 referendum included two other projects (Town Hall and Public Works) for a total of 10.5 million. The current referendum being considered specifically addresses the needs of the Fire and Safety department independently for an estimated cost of 6.5 million. The cost to construct a new modern fire station has been reduced with this new design and will overcome current and future challenges of the department and community for well over the next 50 years. The costs to construct a new fire station will increase by 3 to 5 percent annually until it is built. The majority of residents surveyed support the need for key aspects of this specific project.

REFERENDUM QUESTION 1

Shall the Town of Greenville, Outagamie County, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed $6,500,000 for the public purpose of financing the constructing and equipping of a new Fire and Safety Building?

ESTIMATED TAX IMPACT

REFERENDUM AMOUNT	**$6,500,000**
ESTIMATED AVG MILL RATE OVER 20 YEARS $.25/$1,000 of Assessed Value	
TAX IMPACT ON PROPERTY WITH FAIR MARKET VALUE OF:	
$100,000 Property	
Annual Impact	$25.00
Monthly Impact	$2.09
$150,000 Property	
Annual Impact	$37.50
Monthly Impact	$3.13
$200,000 Property	
Annual Impact	$50.00
Monthly Impact	$4.17
$300,000 Property	
Annual Impact	$75.00
Monthly Impact	$6.25

Note: Planning estimates only. Significant changes in market conditions will require adjustments to current financing plan. Rates subject to change.

TOWN OF GREENVILLE, WI

NEW FIRE & SAFETY BUILDING

PROPOSED FLOOR PLAN

PROPOSED SITE PLAN AND EXTERIOR RENDERING

VOTE

AUGUST 14, 2018

ACCORDING TO THE LATEST TOWN OF GREENVILLE RESIDENT SURVEY:

- 67% (Highest Percentage) of residents of Greenville rate the "Fire Protection and Prevention Services" as the most important service provided.
- 41% (Highest Percentage) of residents ranked the Fire and Safety Building as the number one priority. Followed by the Town Hall (11%), Public Works (10%) and other remaining projects.
- 59% (Highest Percentage) of residents identified that each project previously identified should be handled as separate projects with potential separate time tables.
- 96% (Highest Percentage) of residents believe the currently owned location provides them with an appropriate response time.

BREAKDOWN OF CAPITAL PROJECTS

New Fire Station Capital Costs		
I. Site Acquisition		
Site Acquisition	$0	Site Already Purchased
II. Site Development		
Site Improvements (Hardscape)	$755,000	All Exterior Site Work, Hardscapes, Stormwater, etc.
III. Building Construction Costs		
Fire Station as Programmed	$6,208,000	Construction of the Building
Living Quarters Shell	$300,350	Shell of Living Quarters Only
Sub-total	$6,508,350	
IV. Furniture Fixtures and Equipment		
FF&E	$180,494	Furniture, Fixtures, Vehicle Exhaust, Etc.
V. Communications and Technology		
Communications	$47,378	Radio, Repeaters, Alerting,Etc.
AV Equipment	$15,000	Training Room
Sub-total	$62,378	
VI. Contingencies, Inflation and Other Costs		
(Estimate to Mid-point of Construction)	$284,998	3% to 5%, Assume spring/ summer of 2019 construction start
Owners Contingency	$290,241	Unforeseen Conditions, Owner changes, etc.
Sub-total	$575,239	
VII. Other Project Costs		
Other Costs	$441,433	A/E Fees, Materials Testing, Geotechnical Testing, Etc.
TOTAL REFERENDUM COST	**$8,473,985**	

VISIT OUR WEBSITE

TownofGreenville.com

CONTACT US

The Greenville Facilities Committee

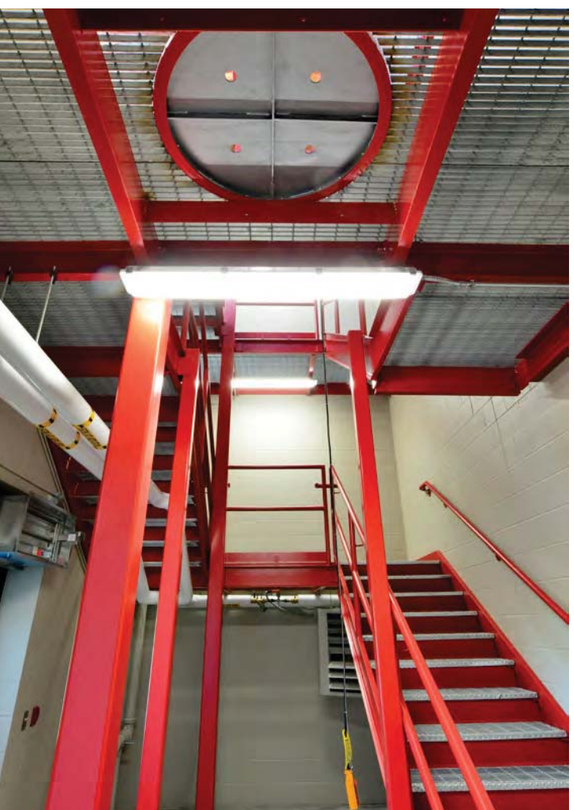
Andy Peters, Brad Borgen, Dean Culbertson, Larry Bentle, Greg Kippenhan, Tim Lamble, Amy Vosters, Eric Kitowski, Dan Dibbs

Questions, comments or concerns can be directed to Town Administrator - Joel Gregozeski. Joel can be reached at: (920) 757-5151 or joelg@townofgreenville.com

In our kick-off meeting, we will work with your team to create a referendum schedule which will allow our whole team to be on the same page. This will indicate content, tasks and deadlines for each of the team members, and issue dates for all information.

Our team of graphic designers will then work with you to create materials needed. These materials can include, but are not limited to:

- Brochure mailers and postcards that can be sent to homeowners in your district
- Fliers and posters to be distributed and hung around your community
- Graphics for use on your community website and social media accounts.



Current Project Experience

PROJECTS IN PROGRESS OR COMPLETED IN THE PAST 5 YEARS.

Project: Ongoing

Farmington, NY Fire Department
Cold Spring, MN Fire & Police Department
La Crosse, WI Fire Department
Chisholm, MN Fire & Police Department
Wisconsin Rapids, WI Fire Department
St. Peter, MN Fire Department

Project & Completion: 2021

Monroe Township, OH Fire Department
Riverside, WI Fire Department
La Pointe, WI Fire Department
Suamico, WI Public Safety Building
Platteville, WI Fire Department

Project & Completion: 2020

Fishers, NY Fire Department
Bloomington, MN Fire Department
Greenville, WI Fire Department
Wausau, WI Public Safety Department
Moorhead, MN Fire Department
North Port, FL Fire Training Complex
Neenah-Menasha, WI Fire Department
Edina, MN Fire Department

Project & Completion: 2019

Fredonia, NY Fire Department
Boyceville, WI Fire Department
Inver Grove Heights, MN Fire Department
Superior, WI Fire Department
Clear Air Force Base Fire Station, Denali, AK
Wasilla, AK Police Department
Edgerton, WI Fire Department
Brainerd, MN Fire Department
St. Louis Park, MN Fire Department

Project & Completion: 2018

Eau Claire, WI Fire Department
Elk River Public Safety Study, MN
Red Wing, MN Fire Department

Project & Completion: 2017

Bloomington, IL Fire Department
Chippewa Falls, WI Fire Department
Chisago City, MN Fire Department
Cloquet, MN Area Fire District
Golden Valley, MN Fire Department
Hudson, WI Fire Department
Monticello, MN Fire Department
Normal, IL Fire Department
River Falls, WI Fire and EMS

Project & Completion: 2016

Janesville, WI Fire Department
Lehi, UT Fire Department
Lewiston, MN Fire Department Study
Mount Horeb, WI Fire Department Study
Virginia, MN Fire Department Study

Project & Completion: 2015

Ashland, WI Fire Department
Champaign, IL Fire Department
De Forest, WI FireDepartment Study
Verona, WI Fire and EMS Department

Related Experience

Station Highlights:

- 16,450SF
- Career Station: Fire & EMS
- 5 Drive-through apparatus bays
- Training Center
- State-of-the-art Decontamination zone
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room
- Shielded Patio
- Exercise Room

$4,130,000

New Construction

July 2018

Chris Bell
Fire Chief
216 South Dewey Street
Eau Claire, WI 54701
715.839.5012

EAU CLAIRE FIRE STATION NO. 10

Eau Claire, WI

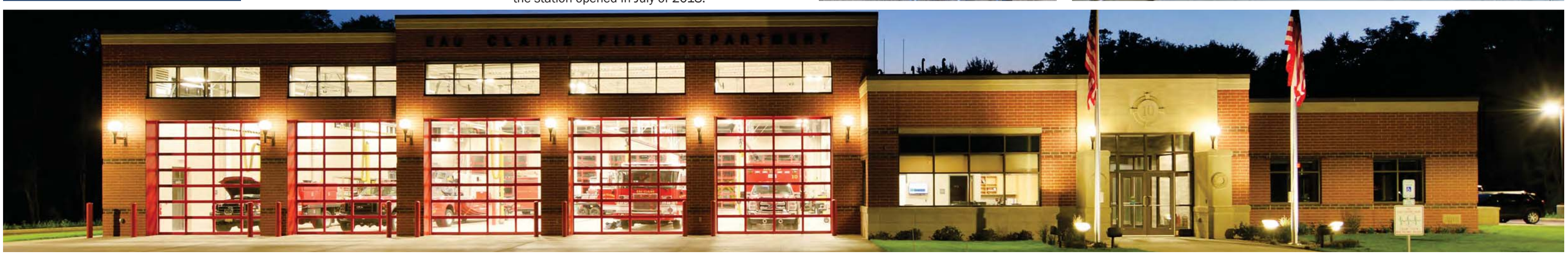
In 2017, the City of Eau Claire selected Five Bugles Design, a division of Wendel, to be the architect on a new satellite station, replacing existing Fire Station No. 10 on the city's East Side. Replacement of Station No. 10 had been determined during a Life-cycle Analysis Study of the existing station, also performed by Five Bugles. This study revealed a myriad of issues; most notable were its location on an extremely busy intersection making it difficult to pull into and out of the drives, its landlocked site making expansion impossible, and both the size and condition of facility itself which no longer met the needs of the department.

Special consideration in this project was taken with the location of and preparation of the selected site. As with nearly all fire stations designed by Five Bugles, our team performed a comprehensive GIS study to determine which site would serve the City and the Department the best. The site, which was selected based on its location, accessibility, and availability, was a densely vegetated site that due to a ravine had been used by locals as a waste disposal area in the early 1900's.

Geo-technical data indicated that approximately half of the proposed facility could be placed in the northwest quadrant of the property which was comprised of virgin soils, while the other half would be placed over the former waste land. In order to prepare the waste land to receive this new facility, the ground was excavated to depths of 30' to remove materials, and a Phase 2 Environmental Site Assessment was completed indicating the need for a passive vapor system to be installed under the building slab.

Amenities in this facility include: an extensive decontamination zone with gear lockers, gear cleaning, decon showers, and residential laundry facilities; five apparatus bays; a training room, which is also available to the public; housing spaces for career personnel including dormitories with passthrough personal lockers, a full kitchen, dining room, day room, and exercise facility.

Services provide by Wendel and Five Bugles Design included architectural design, GIS, and a Life Analysis Study. This project was bid in the late summer of 2017, construction began shortly afterwards, and the station opened in July of 2018.



Station Highlights:

- 44,000SF
- Career Station: Fire & Private EMS
- 6 Drive-through apparatus bays dedicated to Fire
- 2 ambulance bays
- Training Center
- Public Museum
- Decontamination zone
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room
- Exercise Room

$9,180,000

New Construction

July 2015

Bill Burns
Verona City Administrator (former)
City of Middleton
7426 Hubbard Ave.
Middleton, WI 53562
bburns@ci.middleton.wi.us
608.821.8356

NEW FIRE & EMS STATION

Verona, WI

Following a study of their existing facility and with consideration to their rapidly growing community, it was determined that the City of Verona needed to replace their existing fire station. The new facility would allow their volunteer station to become a career station with additional paid-on-call staff. This station also has the unique partnership with the Fitch-Rona EMS; a private paramedic EMS program that serves both the Verona and the nearby Fitchburg area with ALS delivery services.

During the study, it was determined that the existing location was ideal for the new station. However, the existing station needed to remain in use during construction and still allow the best orientation for the new station to serve the community in the future.

The new station was placed to allow the apparatus bays in the existing station to remain in use until the new station was complete, while the administration offices were relocated to trailers onsite, allowing for continued 24/7 response throughout construction.

The architectural design was the result of numerous public presentations and open house forums throughout the design process. Community leaders stated that they wanted this new station to be, "...the standard of construction that we wish to see as the community grows."

This project was bid in April of 2013 and opened to the public July 1, 2015.

Station Highlights:

- 15,233SF
- Career Satellite Station: Fire & EMS
- 4 Drive-through apparatus bays
- Training Center
- Training Tower
- State-of-the-Art Decontamination zone
- Exercise Room
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room

$4,600,000

New Construction

Spring 2020

Tracey Kujawa, Chief
Wausau Fire Department
606 E Thomas Street
Wausau, WI 54403
(715) 261-7901
tracey.kujawa@ci.wausau.wi.us

WAUSAU FIRE STATION NO. 2

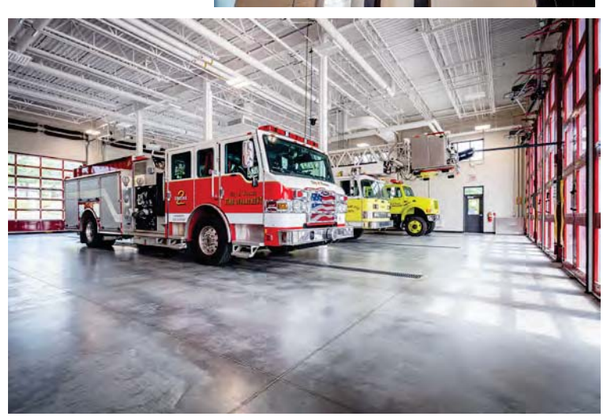
Wausau, WI

The City of Wausau selected the Wendel / Five Bugles Design team to design a replacement facility for the existing station no 2 which serves the city's west side. Through GIS study the ideal site location for this new station was located on Highway 52. Due to the predominance of this location, this new station was designed to serve as a gateway into the Downtown.

This satellite station features complete living quarters with 6 dorm rooms, a training room, a training tower, and exercise room, as well as a state-of-the-art decontamination area and four drive-through apparatus bays.

Though public access will be limited to this station, it was designed to have a community zone with access to public toilets and the training room while the rest of the station will remain secure from the public.

Bid in April of 2019, construction began in the Summer of 2019 with final completion Spring of 2020.



Station Highlights:

- 24,680SF
- Volunteer Station: Fire & EMS
- 6 Drive-through apparatus bays dedicated to Fire
- Training Center
- State-of-the-Art Decontamination zone
- Exercise Room
- Shell-out space for future living quarters

$6,200,000

New Construction

December 2019

Joel Gregozeski, ICMA-CM
Administrator - Town of Greenville, Wisconsin
W6860 Parkview Drive
Greenville, WI 54942
(920) 757-5151
joelg@townofgreenville.com

GREENVILLE FIRE & SAFETY

Greenville, WI

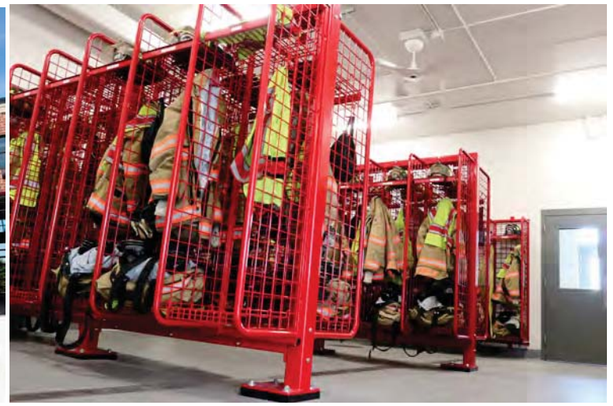
The Town of Greenville selected the Wendel/Five Bugles Design team to provide a feasibility study and assist in referendum support for replacing their existing central fire station. While working with another architectural firm, the Town experienced a 70/30 failed referendum in 2015. Our team was then hired to reconsider the Town's needs while reducing the size and cost of the proposed station. The result of these reductions and our informational campaign resulted in a successful 58% supported referendum in the Fall of 2018.

Immediately following the successful referendum, the Wendel/Five Bugles Design began design of the new 24,680 S.F. volunteer fire station.

This new facility will include a training room, training tower, administrative offices, exercise room, state-of-the-art decontamination area and six drive-through apparatus bays.

With an eye on the future, the project also includes building out the exterior shell for future living quarters (2,290 sf) to be completed when the need arises. Future living spaces will include six dorm rooms, a day room, kitchen and dining room, until then this shelled out space will serve the department as a training space.

Construction is underway after bidding in the Spring of 2019 and complete in December of 2019.



Station Highlights:

- 33,000SF
- Central Station
- Career Station: Fire & EMS
- 8 Drive-through apparatus bays
- Training Center
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room
- Shielded Patio
- Exercise Room
- Station Alerting System

$6,000,000

New Construction

Spring 2016

James Ponkauskas,
Deputy Fire Chief
303 Milton Avenue
Janesville, WI 53545
608.373.3433
ponkauskasj@ci.janesville.wi.us

FIRE & EMS STATION

Janesville, WI

The City of Janesville hired Five Bugles Design to replace its aging Central Fire Station. While the location of the existing station on Milton Avenue was determined by GIS study to be the most desirable location, the site was too small. The size of the site and how to continue operation of the existing station during construction became the projects primary consideration.

Through extensive planning, it was determined that in order to position the new facility in this location, the City needed to purchase several adjacent properties and remove the residential homes upon them as well as vacate a small street on the northwest side of the property.

By razing these facilities, the new station was able to be placed to the north of the existing facility, which allowed the continued 24/7 operations throughout construction.

The new 33,000SF station reflects the original station in its architectural styling, further reflected by the reuse of a fire pole from the original station.

This station bid early in 2015 and opened to the public April 1, 2016. Though this project had its challenges, the end result beautified the intersection of Milton and Centerway, allowing it to truly become the Gateway to Janesville's Downtown.

Station Highlights:

- 20,000SF
- Central Station
- Career Station: Fire & EMS
- 6 Drive-through apparatus bays
- Training Center
- Training Tower
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room
- Exercise Room

$4,000,000

New Construction

Spring 2017

Lee Douglas
Fire Chief
211 Bay Street
Chippewa Falls, WI 54729
715.723.5710

FIRE & EMS STATION

Chippewa Falls, WI

The City of Chippewa Falls selected Five Bugles Design to provide a comprehensive G.I.S. Site Selection Study as well as Architectural Design Services for the City's new Central Fire Station. Located on the City's east side, its location with immediate access to two highways provided the opportunity to adequately serve the growth on the South side of Chippewa, but also reach the industrial park on the City's North side.

This facility is home to the Fire administration, as well as the Fire Secretary and the Fire Inspection Department.

The City's rich history and culture was reflected throughout the facility's architectural design. Beautiful exposed wood beams in both the entry lobby and the predominate training tower were designed to reflect the Northwoods feel that is so proudly displayed at local businesses.

A large bronze bell is proudly displayed at the front of the station. This bell was forged in 1882 and was used by citizens and firefighters when smoke or fire was detected as an alarm system. The departments crest was also cast into stone medallions and installed into the station's exterior. Finally, a bronze sculpture is showcased in the lobby which symbolizes the front line of action.

The project was completed in April 2017, on time and under budget.

Station Highlights:

- 37,000 Square Feet
- Training Center
- Living Quarters
- EMS
- LEED Gold

$4,800,000

New Construction

2010

Scott Owen, Fire Chief
City of Marshfield
Fire Department
412 East Fourth Street
Marshfield, WI 54449
715.486.2090

FIRE & EMS STATION

Marshfield, WI

Steve Gausman and Robert Krzyzanowski assisted the Marshfield Building Committee in reviewing fifteen various sites within the stipulated geographical area. Space Programming sessions were conducted with the Building Committee over multiple dates. As a result of this study, Marshfield Fire and Rescue decided to move ahead with a 37,000+ SF facility, completed on schedule and under budget. The proposed design was constructed as an urban infill project on a downtown site that accommodates several sustainable features. The City of Marshfield is a leading proponent of sustainability and achieved a LEED Gold certification for this facility. The Architectural Design was the result of numerous public presentations and open house forums during both programming and schematic design phases of the project.

Additionally, the building's design further resulted from meetings with the local Historical Society to incorporate design elements of past Marshfield buildings. Public Relations techniques included interviews on Public Radio.

Station Highlights:

- 21,240SF
- Career Station: Fire & EMS
- 1 Drive-through Fire Apparatus Bay
- 3 Fire Apparatus Bays
- 4 EMS Apparatus Bays
- Training Center
- Training Tower
- Exercise room
- 8 dormitories
- Kitchen
- Dining Room

$3,800,000

New Construction

2016

David Wegener, Fire Chief
Ashland Fire Department
300 Stuntz Ave
Ashland, WI 54806
715.682.7052
dwegener@coawi.org

FIRE & EMS STATION

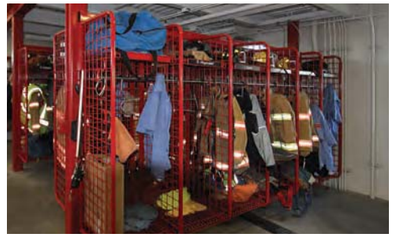
Ashland, WI

After working with Five Bugles Design for over 12 years on multiple studies, the City of Ashland passed a resolution to design and build a new central fire station.

Located on the Chequamegon Bay of Lake Superior, the Ashland Fire Department serves Ashland, as well as numerous other surrounding areas to which they provide mutual aid. This location also requires high levels of specialty training including hazmat and ice rescue. Because of this, a large emphasis was placed on the design to incorporate a training room, exercise room, training tower and a mezzanine space that can be used for training purposes.

The site selected for the new station, though ideal for response times, limited the size and configuration of the station. Due to these restrictions, only one apparatus bay was created as a drive through. With the other seven bays as single access bays, the workshop, compressor, a decon toilet room, decon laundry room, and gear turnout were all able to be placed along the back wall of the bays.

Bidding for this project was in the spring of 2015 with final completion and Owner occupancy the following year.



Feasibility Study

Completion: 2020

Dan Chapman
Fire Chief
380 High Street
Victor, NY 14564
585.924.5955

FIRE & EMS STATION

Fishers Fire District, Fishers NY

Five Bugles Design/Wendel was hired by Fishers Fire District to perform a feasibility study of the Districts two existing facilities. This study included reviewing the location of both stations, their physical condition, code and ADA compliance, the building systems, and their overall functionality. Aiding in the location assessment, FBD also utilized GIS software to provide the client ideal locations for the best response times throughout their district. Finally, space needs analysis and station programming was performed as a two station model.

During this process, the district made the transition to move from volunteer model to a career model. This change was analyzed and needed to be reflected in any potential solutions.

The final report recommended remodeling, as well as potential additions to their existing central station (station 2) to become a satellite station. Due to the physical condition, location and building systems being past their life expectancy, it was recommended that Station 1 be replaced, and for its replacement to become the districts new central station. The GIS report indicated several locations for this new central station to be constructed and conceptual plans were created.

It is anticipated that the recommendations from the study will be acted upon within the upcoming years.

Station Highlights:

- 22,480 sf
- Volunteer/Career Station: Fire & EMS
- 6 Drive-through apparatus bays
- Training Center
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room

$8,500,000
(Schematic Design OPCC)

New Construction

Ongoing

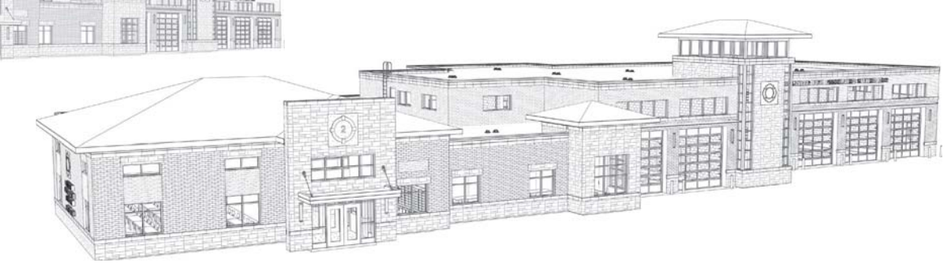
Reference
Dylan LaBrake
Farmington Volunteer Fire
As-soc. Station #2
dylanlab@gmail.com
585.794.3465

FARMINGTON VOLUNTEER FIRE STATION #2

Farmington, NY

Following a feasibility and site analysis performed by the Five Bugles Design/Wendel team in 2019, the Town of Farmington Volunteer Fire Association selected a preferred site for a new station to replace their existing Fire Station #2. The new building would allow their volunteer station to expand to better serve the community and also allow them the flexibility to someday become a career station with additional paid-on-call staff. This station provides fire and rescue services withing the Town of Farmington while providing Mutual Aid to the surround towns of Canandaigua, Macedon, Manchester, and Victor as well as the neighboring Counties of Monroe and Wayne.

The Five Bugles Design/Wendel team continued their partnership with the Volunteer Fire Association, and developed a schematic design report, schematic design plans and an Opinion of Probable Construction Cost. The schematic design report included narratives and plans for Architecture, Structural, and Site Civil, and included brief narratives of proposed systems for Electrical, Mechanical, Plumbing, Zoning, and NYS SEQR. The final report and plans give the Association the necessary tools to start discussions with the Town and various approval agencies. They are also well-positioned to start the fund-raising process to move forward with design and construction.



Station Highlights:

- 4 Drive-through apparatus bays
- Training Center
- State-of-the-art Decontamination zone

Anticipated $6.5M Total

New Construction

Ongoing (June 2022) Est.

Brigid Murphy
City Administrator
27 Red River Avenue S
Cold Spring, MN 56320
320-685-3653
bmurphy@coldspring.gov

COLD SPRING PUBLIC SAFETY BUILDING

Cold Spring, MN

The City of Cold Spring hired Wendel, home of Five Bugles Design, after an independent assessment of their current Fire and Police station recommended its replacement.

The Five Bugles team is now in the early phases of designing the new Public Safety Building for the City's the full-time police department and the volunteer fire department. Budget, efficiency of space, and workflow are the primary drivers in the design of this new facility. Special attention was paid to consolidate space used between the two departments, with all shared spaces located in the central core of the facility.

Directly off a secure lobby will be a community training room, a soft interview room, public restrooms, and an administration desk large enough to accommodate two people in the future. Both departments have direct access to their spaces off the lobby, as well as access to a joint work and copy area.

The police department is efficiently comprised of private offices, a break room, and a large command conference room wrapping around an open office for patrol officers.

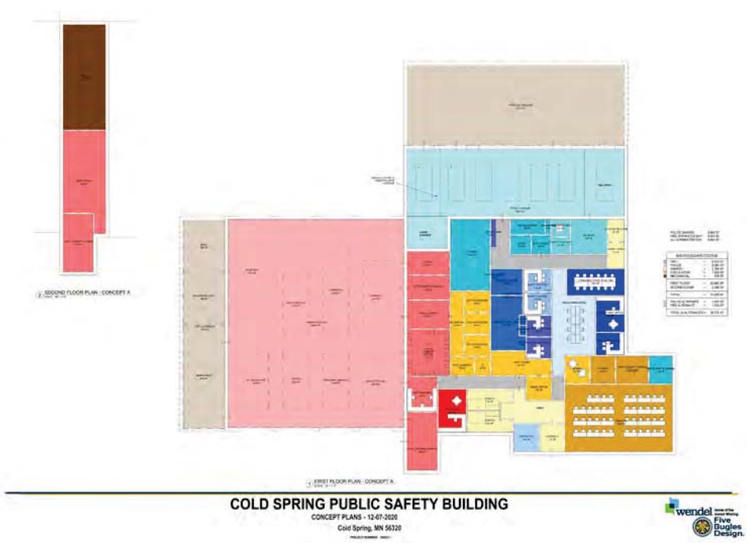
A booking area with a hard interview room is located off the departments sallyport and garage, with a direct exterior exit for detainee dispatch.

The department spaces also include a large evidence intake and storage space, an all-gender open locker room, gun cleaning, and a private quiet room to allow officers a personal space.

The police locker room is designed to be able to share three individual showers and a residential laundry room with the fire department to help reduce redundant fixtures spaces between the departments.

Located off the fire departments four-bay apparatus bay, with an alternate for a fifth bay, is a multi-purpose tower that will be used for training, hanging hoses to dry, and as access to the mezzanine. A state-of-the-art personal decontamination zone will include PPE storage, gear laundry, SCBA cleaning, showers, and residential clothing laundry spaces. A work shop and a watch comm office will be located just off the apparatus bay, with an adjacent large private office for the fire chief.

With design underway, the Cold Spring Public Safety Building bid in the Spring 2021 with final completion in the Summer 2022.



Station Highlights:

- Six Apparatus Bays
- Training Room
- Exercise Room
- State of the Art Decontamination
- Living Quarters for Eight

Cost: 4,500,000

Construction Completed: 2021

Dudley H. Wright
Chief
24 S. Oregon Street
Johnstown Ohio 43031-1200
Station Phone: (740) 967-2976
Cell: (740) 404-3980
firechief@monroetownship.org

MONROE TOWNSHIP FIRE STATION

Johnstown, OH

Located in Johnstown, Ohio, the Township of Monroe hired Five Bugles to design a new Fire/EMS Station, replacing their existing station 501. This six-bay station features state-of-the-art personal decontamination zone, a training room for fifty, administration quarters for the department and the Township, and living quarters for eight.

The front of the facility boasts a striking two-level, tower-like structure, which allows for an interior mechanical room, and mezzanine storage, while providing a break from the surface plane of the front façade.

The locally sourced brick waistcoat is a wonderful example of how to enhance a pre-engineered metal building with texture and add color while maintaining a conscientious budget. Large windows above the glass overhead doors will flood the apparatus bay with natural light.

With design beginning in the summer of 2019, the project went out for bid in the spring of 2020, and is scheduled for substantial completion in February 2021.

Station Highlights:

- Six Apparatus Bays
- Training Room
- Training Tower
- State of the Art Decontamination
- Living Quarters for Five

Cost: 4,500,000

Construction, Completion 2021

Rob Bowen
Fire Chief
211 Grand Ave.
Rothschild WI 54474
Office (715) 359-3500
Cell (715) 370-4134
chief@riversidefd.com

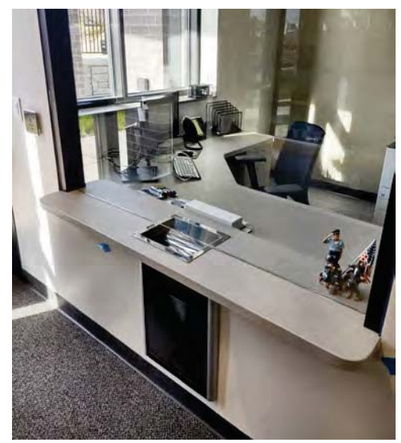
RIVERSIDE FIRE STATION

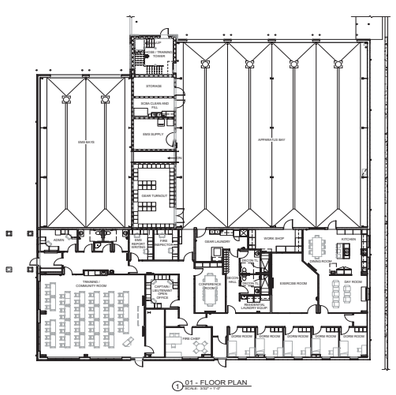
Schofield, WI

After the consolidation of two fire departments into the Riverside Fire District, it was determined that a new facility should be designed and constructed. Five Bugles Design worked with the design committee to review numerous sites in terms of their constructability and response times. Ultimately, it was determined that the new facility would be constructed on the site of the former Rothschild Fire Station. This challenging site requires the razing of three structures, and the installation of a sheet piling wall to the north of the structure.

This new station features a two-door apparatus bay for the Districts' EMS response vehicles, and a four-door apparatus bay for the Fire response vehicles, with space between them for turn our lockers, storage, SCBA cleaning, and a mezzanine accessible by the training tower on the front of the facility. This tower will serve to dry hoses and will allow training opportunities for this department, while creating a stunning architectural feature on the public side of the facility. Also included in the station is a large community room, offices for the District, living quarters for five, and a state-of-the-art personal decontamination zone.

The project was bid in early 2021 and construction was completed in 2022.





Station Highlights:

- Entire building 24,350 sf with 5,350 sf for police department and 11,250 sf for fire department
- PD operates 24/7 and FD is paid on call with no full time employees
- Training room designed for public access as community room
- One bay of FD designed as alternative for cost control

$5,500,000 (estimated)

New Construction

2022

Vern Manner, Chief of Police
vmanner@ci.chisholm.mn.us

CHISHOLM PUBLIC SAFETY BUILDING

Chisholm, MN

The City of Chisholm, located in the heart of the Iron Range of northern Minnesota, hired Wendel and the Five Bugles Team to provide architectural and engineering services for the design of a new Public Safety Building.

Their existing downtown facility is more than 100 years old and has had limited upgrades to the facility since that time. A facility study quickly determined that replacement of the structure was necessary.

A new 24,365 sf facility will be constructed as a replacement on a City-Owned site located just outside of downtown, on Yearlong Lake. The new public safety building will house the City's full-time police department, their paid-on-call fire department, and some community spaces to be shared by all city departments.

The Police Department facilities will include offices, a soft interview room off the public lobby, an all-gender locker room, a booking area including soft and hard interview spaces, and an evidence processing and storage area.

A dedicated three-bay garage space is also designed to be two vehicles deep, allowing protection of up to six vehicles in inclement weather and serving as the departments sallyport.

The Fire Department facilities include a four-bay apparatus bay, state-of-the-art personal decortication area, volunteer responding area, a small after-action review room, and general office space. A tower will be located off the apparatus bay to serve the department as a training tower as well as a hose drying tower.

Along a central core between the two departments, are community and shared spaces. These spaces include a community room, public restrooms, a shared break room, and an exercise room that will be available to all city employees.

This new facility is schedule to open in Spring 2022.

Station Highlights:

- 22,550 SF
- Training Center
- Dormitories with pass-though gear lockers
- Kitchen
- Dining Room
- Day Room

$5,000,000

New Construction

Spring 2021

Alex Kaker
City Administrator
12781 Velp Avenue
Suamico WI 54313
940.434.2212
villageadministrator@suamico.org

SUAMICO NEW FIRE & EMS STATION

Suamico, WI

Upon completion of an existing facility assessment, the Village of Suamico retained the services of Five Bugles Design/ Wendel to design its new 22,550 sf central station.

This two-story station was designed with function and the future in mind. The first floor of the facility features a small administration wing, large training room, apparatus support spaces, personal decon spaces, and a paid-on-call volunteer check-in area. Designed to have four apparatus bays as a base bid, two additional bays we added as an alternate in the bidding process. An additional future garage space was planned to be added to the facility's east side. This future garage would house smaller vehicles, freeing up space in the apparatus bay for larger equipment.

Accessed by the hose training tower, the second floor of the facility is private living quarters for personnel only. Currently operating as a volunteer department, true living quarters were not needed. However, emergency medical services (EMS) for the Village is provided through Brown County EMS. Working together, it was determined that the second floor of the facility would be built out and rented to Brown County for use by its full-time staff. A mezzanine space was designed to be retrofitted into additional dorm spaces if the Village moves from a volunteer to a career model in the future. Second floor living quarters include dorm rooms, day room, kitchen, dining, and exercise space, which was placed here so that city employees could use it without having access to the rest of the facility or the living quarters.

Station Highlights:

- Emphasis on Training
- Living Quarters to support Duty Crew Model of operation

30,000 sf

$8,600,000

Completed in 2019

Judy Thill, Fire Chief
8150 Barbara Avenue
Inver Grove Heights, MN
55077
651.450.2500
jthill@invergroveheights.org

INVER GROVE HEIGHTS FIRE STATION

Inver Grove Heights, MN

The City of Inver Grove Heights has not built any new Fire Station in decades. Increasing population, changing demographics were slowly changing the demographics of the community. This project started with a station location study that indicated a third station was needed to serve adequately serve the community.

One change necessitate by the changes in the community is that this new station has living quarters in order for the department to better support the Duty Crew model they have adopted.

The station also has a state-of-the-art training facility providing for training activities such as, rappelling, confined space, ladder drills, and use of the aerial platform for rescues from the growing number of rental units in the community.

IV Proposed Redevelopment Approach

General Capital has developed dozens of projects on sites with significant environmental issues, complex site conditions and unique building requirements. We have worked with public and private partners, neighborhood stakeholders and elected officials. We have closed transactions with complex capital stacks that have included multiple layers of funding from federal, state, municipal and private sources. Each project in our portfolio is unique and required a slightly different approach to get from concept phase to construction.

Design Philosophy and Development Process

Our philosophy is simple: General Capital has been successful because we focus on the ***development process***. Our internal team comes from a variety of backgrounds and disciplines, each offering critical input at different stages. While the details will take shape as we work with the City and Green Bay Metro Fire Department, we envision the following major stages/milestones in our development process:

- ***Site Assessment.*** The site is particularly complex, with significant development obstacles including flood plain, existing buildings and contamination that will shape the project. Our first step will be to work with the City and our consultants to analyze existing conditions, assess environmental and other obstacles that may hinder redevelopment. We believe these site constraints will shape the basic framework for developing the property and present a logical phasing scheme.

- ***Building and Site Programming.*** General Capital has worked with diverse groups of clients and stakeholders, ranging from non-profit clients to Fortune 500 life sciences companies. Our team will lead the "programming" process with the City and Fire Department, during which we will develop the detailed list of space needs, relationships between uses and other significant elements of the projects.

- ***Schematic Site and Building Design.*** Based on our programming phase, we will work on several concept plans. We envision several different ways to approach the mixed-use nature of the site; single mixed-use building, multiple buildings in multiple phases and so on. We will work with City and Fire Department to develop a "preferred alternative" that will be used to drive the project forward. Our design philosophy for new projects is to start with the local context and seek what is "authentic" to the neighborhood. We will work with the City and Fire Department to find the right architectural vocabulary to create a cohesive design for the entire project.

- ***First-cut Financial Feasibility.*** Early in the process, our team will prepare preliminary budgets that will be used in our financial model. We have current experience in the Green Bay construction market (we completed our Berkshire – Ashwaubenon project in the last six months) and have close ties with current debt and equity markets to be able to provide early feasibility feedback. Our team will continuously fine

tune our model to minimize surprises as the project progresses. At this stage, we will start discussions about "deal structure," exploring different options with the City and Fire Department including leasing options, condominium potential and other financing/ownership alternatives.

- ***Community/Stakeholder Buy-in.*** As with any high-profile project, community feedback will be an important part of the process. General Capital has particular expertise in public relations, neighborhood focus groups and other effective outreach strategies. While we don't believe this project will be controversial, per se, we believe in conducting a well-planned/timed community buy-in process to build consensus throughout the process.

- ***Environmental Diligence/Agency Approvals.*** General Capital has extensive experience with brownfield redevelopment, environmental remediation and government agency regulation and closure. We have worked with our partner, SIGMA Group, to evaluate complex sites, conduct pre-development diligence and hazardous material testing. We have successfully closed over a dozen remediation projects, including four with Wisconsin BEBR (Blight Elimination/Brownfield Redevelopment) grants. It is our understanding that the Green Bay RDA was awarded an EPA grant to conduct demolition, impacted soil disposal and certain green infrastructure improvements. We will work with the City to tie these initiatives into our larger redevelopment plan. We will take responsibility to prepare the final Remedial Action Plan ("RAP") and pursue final closure through the WI DNR. We envision long-term soil management obligations based on our initial understanding of the site (PAHs associated with historic fill and low-level VOCs, including benzene and PCE), specifically, "capping" the site with appropriate engineered barriers that must be maintained long term. General Capital has successfully implemented numerous RAPs and has an in-house Environmental Management Team to monitor and report all our portfolio's ongoing maintenance obligations.

- ***Green Infrastructure and Sustainability Strategy.*** Our team has extensive experience with green infrastructure and sustainability initiatives, including several high-profile projects with cutting-edge urban green infrastructure supported by Milwaukee Metropolitan Sewerage District ("MMSD") and federal grants. General Capital was an early pioneer of urban green public infrastructure at Reed Street Yards, an urban water technology business park in downtown Milwaukee. The park includes urban bio-swales, pervious pavement in parking lanes and a "Storm Water Treatment Train" that includes roof-top detention, engineered wetlands and evapotranspiration zones. Our team will work closely with the City and Fire Department to develop a comprehensive green infrastructure strategy for the site. We will also work with a third party sustainability consultant to pursue green building certification, such as WI Green Built Home or LEED. We will discuss these concepts early in the design process to make them a driver of design, rather than an afterthought.

- ***Municipal Entitlements and Permitting***. General Capital will work closely with the City and Fire Department to identify the appropriate path and schedule to obtaining local municipal approvals and permits.

- ***Secure Financing and Soft Money.*** As described in the qualifications section, General Capital has successfully secured funding from a wide variety of sources. Available funding for large, mixed-use commercial and affordable housing projects changes continuously. Our team is particularly adept at identifying soft money sources, obtaining funding commitments and documenting development agreements with various agencies. General Capital will work with the City and Fire Department to secure financing and pursue appropriate soft money for the project.

- ***Construction Documents and Final Bidding.*** Our team will work with the City and Fire Department on an ongoing basis throughout the process to develop a high-quality set of plans and specifications to satisfy the City's needs in the most cost-effective building possible. We believe that a strong process along the way results in the best outcome. We believe in "engineering value" into a project, rather than relying on "value engineering" at the end when a project is over budget. Our in-house construction team, through Bedrock Construction, will engage a Construction Manager at the beginning of the project to help shape decisions along the way, rather than relying on final bidding to price the project. We conduct regular team "OAC" calls ("Owner-Architect-Contractor") to keep the design process in sync with the construction team and minimize surprises and disappointment after plans are fully developed. This process has yielded excellent results on over 35 projects in our portfolio.

- ***Real Estate Due Diligence and Closing.*** General Capital works closely with our team of professionals to perform real estate due diligence prior to closing. Our strategic partners include attorneys, accountants and expert consultants to make sure every detail is addressed as the transaction closes and construction begins. We will work closely with the City and Fire Department to structure an orderly closing and smooth transition to construction.

- ***Construction Management and Draws.*** General Capital has built dozens of projects through its subsidiary, Bedrock Construction Company. We work closely with our Construction Manager and accounting department to negotiate subcontracts, monitor construction in the field and process draws in a timely fashion. We will involve the City and Fire Department in regular field meetings and updates to maintain good communication throughout construction.

- ***Project Turnover and Asset Management.*** As the project nears completion, our field team will engage with key City and Fire Department stakeholders to start the turnover process. We will involve key trades and subcontractors to ensure a full understanding of building systems and requirements so you, as our tenant (or condominium owner), can occupy the space with confidence over the long term.

GENERALCAPITAL

Response to City's Density and Mixed-Use Objectives

While the final details of our development will take shape through the site assessment, building programming and financing process, we envision the following general attributes for the site:

- ***Project Density.*** We envision an urban infill-style development that creates a strong sense of place and has enough commercial and residential density to support the cost of developing this complex site. We envision an urban form of development, with building(s) addressing the street and reinforcing the pedestrian environment.

- ***Range of Housing Units and Housing Types.*** We believe that site constraints will naturally create the opportunity for a multi-phase development. Current financing structures will also shape the number and type of units in the project. We envision approximately 200-240 housing units in multiple buildings of approximately 60-100 units each. General Capital has expertise in both affordable and market rate housing and envisions a combination of both for a project of this size. We do not currently envision single-family or for-sale housing for this site.

- ***Ground Floor Commercial Uses***. General Capital has developed numerous mixed-use projects with ground floor commercial space. As many developers can attest, this is not a simple solution and is not always financially successful as evidenced by the frequent sight of vacant space in mixed-use buildings. We are open and willing to include ground floor commercial space if financially feasible. As an alternative, we have also successfully included office space for public or non-profit agencies as well as active community spaces on the ground floor to add activity and interest on the street level.

General Capital and its strategic partners have the qualifications, previous experience, and development philosophy to be the right partner for the City and Fire Department as they embark on this complex redevelopment of the former Badger Sheet Metal site. We look forward to the opportunity to meet with the City and Fire Department to discuss our proposal.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Will Peters

AGENDA ITEM # E.6

Consideration with possible action to grant a six-month extension to Dana Capital's planning option for the property located at 1035 Vanderbraak Street and the parking lot on the corner of Clay and Vanderbraak Streets (Tax Parcels 20-350, 20-349, 20-381, 20-382, 20-383).

BACKGROUND

In November 2023, the RDA awarded a six-month planning option to Dana Capital and Horizon Development Group (Developer) for the redevelopment of 1035 Vanderbraak Street and the parking lot on the corner of Clay and Vanderbraak Streets (Tax Parcels 20-350, 20-349, 20-381, 20-382, 20-383). The Developer proposed to construct 52 affordable residential units across two (2) buildings with a mix of one, two, and three bedroom layouts. The Vanderbraak/Weise Streets building will be a three (3)-story, apartment-style building with 36 units including heated underground parking. Ground floor space will be designed to hold a leasing office, a fitness room, and a community room for residents. A Community Servicing Facility will also operate from the first floor. The Vanderbraak/Clay Streets building will contain 16 two-story stacked-town home-style units. Ample surface parking and detached garages will be tucked behind the building to maintain a residential character. Street lighting, accessible pedestrian walkways, and bike racks will enhance the project. Of the 52 units, 44 will be fully visitable and 5% will be fully ADA accessible, including zero-step entrances, accessible restrooms, wider doors, and lowered counters and sinks. Marketing will be managed by Horizon Management Services, Inc.

Sources of funding originally proposed were a combination of 4% State and Federal Low-Income WHEDA Housing Credits, HOME Funds, ARPA Funds, TIF, and additional developer funding. Over the course of time during the Developers planning option, they have pursued two different funding avenues which ultimately did not pan out. The Developer's efforts are detailed in the attached letter of request. The Developer is requesting a six-month extension, so they can assemble a competitive application for the WHEDA 9% Tax Credit Program. If the Developer is successful in submitting an application, staff would like to have the ability to authorize an additional extension to allow the Developer to continue to have site control during WHEDA's review and approval period.

RECOMMENDATION

To approve a six-month extension to Dana Capital's planning option for the property located at 1035 Vanderbraak Street and the parking lot on the corner of Clay and Vanderbraak Streets (Tax Parcels 20-350, 20-349, 20-381, 20-382, 20-383) with the possibility of an additional six-month extension at staff's discretion.

FISCAL IMPACT

ATTACHMENTS

1. parcel map

2. Planning Option Extension Request - updated 5-3-24

WEISE ST
N WEBSTER AV
N CLAY ST
VANDERBRAAK ST
20-349
20-350
20-383
20-382
20-381
Feet
0 20 40 80
N

May 3, 2024

Ronda Bitney
Real Estate Specialist
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

VIA EMAIL: Ronda.Bitney@greenbaywi.gov

RE: Planning Option Extension Request
The Ashwood at Green Bay – 1035 Vanderbraak St. and 1030 Weise St.

Dear Ronda,

We hope this letter finds you well. We are writing to formally request a six-month extension of the planning option for The Ashwood located at 1035 Vanderbraak St. and 1030 Weise St.

Though we have pursued the project diligently, we have not been able to secure required funding sources at this time. As you are aware, we attempted to submit the deal in the competitive WHEDA 4% round but were unable to secure minimum funding commitments to meet WHEDA's underwriting threshold. Since this time, we have been working to structure the project using non-competitive 4% tax credits. During that process, we determined that an application for FHLB Chicago affordable housing funds ($2 million) would be competitive, reducing the remaining gap to around $2.7 million. The City indicated that a request of $1.3 to $1.5 could be fundable (subject to approval) and stated a preference to incorporate a minimum of 15% market rate units. We then reached out to Brown County to see if they had available resources to help close the gap. The County ultimately informed our team they would be unable to commit to funding availability or timeline. In summary, at this time we are unable to meet our original deadline.

We believe that an extension of six months would provide us with the necessary time for evaluation of this site under WHEDA's upcoming Qualified Allocation Plan (QAP). At that time, we will determine scoring competitiveness and be better positioned to recommend the best path forward. If the project is feasible using 9% tax credits, it would allow for inclusion of market rate units (City goal) and may reduce the financial gap.

5201 East Terrace Drive, Suite 300 • Madison, WI 53718 • (608) 354-0900
MAIN FAX (608) 354-0880 • CONSTRUCTION FAX (608) 354-0902 • MANAGEMENT FAX (608) 354-0903
1660 Embassy West Drive, Suite 250 • Dubuque, IA 52002 • (563) 556-1188 • FAX (563) 556-4890
3900 South Prairie Hill Lane • Greenfield, WI 53228 • (414) 541-3900 • FAX (414) 541-3100
Internet Sites • www.horizondbm.com • Management: www.horizonseniorhousing.com

We are committed to this project and to working with the City of Green Bay. Our goal is to move forward with the project in a timely and responsible manner, and we believe that an extension of the planning option is essential to achieving this objective.

We understand that granting an extension is at your discretion and are prepared to discuss any conditions or terms that you may have regarding the extension. Additionally, we are open to providing any additional information or documentation that you may require to support our request. We may be reached at s.kwiecinski@horizondbm.com or luke@dannacapital.com. We appreciate your consideration in extending the planning option and all of the efforts to date to support the project.

Sincerely,

Scott J. Kwiecinski
Horizon Development Group, Inc.

Luke Samalya
Danna Capital Corporation

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.7

Consideration with possible action to approve $40,000 of Tax Increment District Affordable Housing (TIDAH) funding for the addition of one additional affordable housing unit in the project at 317 Dousman Street/240 N. Broadway.

BACKGROUND

In March 2023, the RDA allocated $240,000 of TIDAH funding for the creation of six new housing units ($40,000 per unit) to be created on the second story of the building on the corner of Broadway and Dousman Street. The lower level will be used for commercial uses. The project is almost completed. The owner was able to utilize space on the first floor to create an additional unit for a total of seven units at the site. The owner has had some significant overruns with the project and has requested an additional $40,000 of TIDAH funding to go towards the creation of the seventh unit. By allocating TIDAH funding for this unit, it would ensure that this unit would remain affordable for a period of affordability of 10 years.

Based on the information above, staff is recommending approval of $40,000 of TIDAH funding.

RECOMMENDATION

To approve $40,000 of Tax Increment District Affordable Housing (TIDAH) funding for the addition of one additional affordable housing unit in the project at 317 Dousman Street/240 N. Broadway.

FISCAL IMPACT

Current balance in TIDAH funding is $185,193.

ATTACHMENTS

1. Funding req 240 N. Broadway-317 Dousman
2. 317 Dousman Signed grant agreement

MEMORANDUM

To: Cheryl Renier-Wigg, Director, Green Bay Community & Economic Development Dept.
From: Garritt R. Bader, Managing Member, BFAM, LLC
Date: April 11, 2024
Re: Additional Funding Request For 240 N. Broadway Project

Hi Cheryl,

Pursuant to our recent conversations, I'm requesting an additional allocation of $40,000.00 from city TIDAH funds for our 240 N. Broadway project. This will help satisfy part of the $300,000+ cost overruns we've experienced on the project and is the equivalent of funding an additional unit on the property—which we've created on the first floor to increase the total number of residential units from six to seven.

As has been the case for much of the past three years and many other projects, increased materials costs and tight labor have squeezed returns on this project. Even further and specific to this building, however, was its extremely poor condition and the significant amount of structural reinforcement we needed to undertake in order to save the building. To say the building was literally falling apart is *not* hyperbole!

As can be seen in the accompanying final pay application from Alliance Construction, our General Contractor, our gap is $318,380.44. In addition to the hopeful receipt of the $40,000.00 of additional TIDAH funding, we are working with our banker to extend the interest-only period of loan repayment. The three of us as partners will then be responsible for funding the rest of the overage in cash.

We're very appreciative of the city's indicated willingness to provide these additional funds. Please let me know if you need any additional detail or documentation to help approve this request.

Thank you!

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To (OWNER): BFAM LLC
300 North Van Buren St
Green Bay, WI 54301

Project: 240 Broadway Green Bay
240 N. Broadway
Green Bay, WI 54303

Application No: 11
Invoice No: 3927
Period To: 11/30/2023
Invoice Date: 11/30/2023
Invoice Due: 12/24/2023

From: Alliance Construction & Design Inc
1050 Broadway St.
Wrightstown, WI 54180

Via (Architect): Adam James
PO Box 224
Neenah, WI 54956

Job No. 22-067

Contract Date: 10/14/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	225,003.04	57,238.00
Approved this month	168,150.40	17,535.00
TOTALS	393,153.44	74,773.00
Net change by change orders	318,380.44	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	$	1,591,816.00
2.	Net change by Change Orders	$	318,380.44
3.	CONTRACT SUM TO DATE (LINE 1+/-2)	$	1,910,196.44
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,910,196.44
5.	RETAINAGE	$	0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	1,910,196.44
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,638,186.86
8.	SALES TAX	$	0.00
9.	CURRENT PAYMENT DUE	$	272,009.58
10.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alliance Construction & Design Inc

By: Date: 12-6-23

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 11
Application Date: 11/30/2023
Period To: 11/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
01	General Requirements	181,412.65	124,757.75	56,654.90	0.00	181,412.65	100	0.00	0.00
02	Existing Conditions	277,332.78	259,023.28	18,309.50	0.00	277,332.78	100	0.00	0.00
03	Concrete	30,933.04	17,565.24	13,367.80	0.00	30,933.04	100	0.00	0.00
04	Masonry	70,953.78	68,753.78	2,200.00	0.00	70,953.78	100	0.00	0.00
05	Metal	76,165.84	56,700.00	19,465.84	0.00	76,165.84	100	0.00	0.00
06	Wood , Plastic and Composites	230,627.90	205,000.00	25,627.90	0.00	230,627.90	100	0.00	0.00
07	Thermal and Moisture Protectio	51,788.78	44,150.95	7,637.83	0.00	51,788.78	100	0.00	0.00
08	Openings	187,186.10	165,000.00	22,186.10	0.00	187,186.10	100	0.00	0.00
09	Finishes	219,389.04	194,416.59	24,972.45	0.00	219,389.04	100	0.00	0.00
10	Specialties	10,280.48	0.00	10,280.48	0.00	10,280.48	100	0.00	0.00
11	Equipment	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
13	Special Construction	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
14	Conveying System	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
21	Fire Suppression	107,945.61	94,139.21	13,806.40	0.00	107,945.61	100	0.00	0.00
22	Plumbing	117,420.02	111,549.02	5,871.00	0.00	117,420.02	100	0.00	0.00
23	Heating, Ventilating and Air-C	183,166.07	160,626.54	22,539.53	0.00	183,166.07	100	0.00	0.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 11
Application Date: 11/30/2023
Period To: 11/30/2023
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
26	Electrical	160,100.95	136,504.50	23,596.45	0.00	160,100.95	100	0.00	0.00
31	Earthwork	5,493.40	0.00	5,493.40	0.00	5,493.40	100	0.00	0.00
32	Exterior Improvements	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
33	Utilities	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
		1,910,196.44	**1,638,186.86**	**272,009.58**	**0.00**	**1,910,196.44**	**100**	**0.00**	**0.00**

GRANT AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA")
AND BFAM, LLC ("RECIPIENT")
FOR
317 DOUSMAN STREET

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and BFAM, LLC (hereinafter called "RECIPIENT") on June 14, 2022;

WHEREAS, 317 DOUSMAN STREET (hereinafter called the "Project Site"), includes a commercial building that is either owned or occupied by the RECIPIENT; and

WHEREAS, the RECIPIENT desires to improve the building façade, restore the building to full occupancy with commercial tenants, Six (6) affordable residential units and assume the responsibilities outlined in this grant agreement;

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

I. PROJECT SCOPE. The Project includes interior and exterior building renovations to accommodate two (2) new commercial and Six (6) affordable residential units, as proposed in the attached proposal marked Exhibit "A" (hereinafter the "Project").

II. TIDAH GRANT AWARD.

A. The RDA shall provide RECIPIENT with a TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) grant award of up to $240,000 or $40,000 per Unit upon the RECIPIENT'S fulfillment of obligations and compliance with all policies and procedures identified in this Agreement.

B. The RDA shall award subgrant funds to the RECIPIENT in the form of reimbursement of Qualified Expenditures as referenced below under Section III. Reimbursements will only be issued after the submission of proof of payment and compliance with all applicable local, state, and federal policies, procedures, or laws.

C. RDA will distribute said funds to RECIPIENT upon receipt of a drawdown request and necessary documentation for Qualified Expenditures. All drawdown requests for TIDAH funds must be received by 3:00 p.m. in the form required by the RDA by the 9th and/or the 24th of each month in order to guarantee timely payment.

D. The RECIPIENT may submit reimbursement requests in installments prior to Project Completion. TIDAH funds issued prior to Project Completion shall not exceed 50% of the eligible expenses paid by the RECIPIENT and shall not exceed 75% of the total grant award, or $180,000. Remaining costs shall be reimbursed only upon issuance of an Occupancy Permit by the City of Green Bay Inspector. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable local, state, and federal policies, procedures, or laws.

E. The RDA shall withhold payment of the final 25% of the grant award, or $60,000 until the Project is deemed complete and issuance of the Occupancy Permit by the City of Green Bay Building Inspector.

III. COMMUNITY DEVELOPMENT INVESTMENT GRANT CONTINGENCY. RDA's award of TIDAH grant funds to the RECIPIENT is contingent upon the City of Green Bay successfully securing a Community Development Investment (CDI) Grant from Wisconsin Economic Development Corporation (WEDC) in the amount of $250,000 for the redevelopment of 317 Dousman Street, as proposed by the RECIPIENT in Exhibit "A". Should the City of Green Bay fail to secure the CDI grant, this agreement between the RDA and the RECIPIENT shall be considered null and void.

IV. QUALIFIED EXPENDITURES. Grant funds shall only be used to reimburse the RECIPIENT for the following Qualified Expenditures:

A. Purchase of building materials and hiring of labor required to complete the specific property improvements described in Exhibit "A".

B. Any other activity specifically approved by the RDA.

V. RECIPIENT OBLIGATIONS.

A. PROPOSAL CONFORMANCE. RECIPIENT shall complete the Project in conformance with the proposal submitted in conjunction with this Agreement (Exhibit "A").

B. COST SHARE. RECIPIENT is responsible for all costs required to complete the Project as proposed in Exhibit "A" which exceed the grant award for qualified expenditures as defined in Section II.

C. PERMITS. RECIPIENT is responsible for obtaining all necessary permits and shall conduct the façade improvements in conformance with all state and local building codes, rules and regulations.

D. NON-DELINQUENCY. RECIPIENT shall not be delinquent on any current City charges, taxes, or assessments, or have defaulted on any previous City assistance.

E. RECORDS AND REPORTS. RECIPIENT will maintain and have available upon request of the RDA the following records in a format acceptable to the RDA:

1. Records which document receipt, utilization, and disbursement of funds pertinent to the assisted activity.
2. Be accessible for at least one on-site monitoring as needed to ensure contract compliance, verify performance goals, and confirm performance acceptability.

F. RETENTION. RECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the final draw of subgrant funds.

G. PROJECT COMPLETION. RECIPIENT agrees to complete the Project in accordance with RDA and CITY approved plans no later than ONE YEAR FOLLOWING CDI GRANT APPROVAL (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of the Occupancy Permit by City's Building Inspector. In the event RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

H. PERIOD OF AFFORDABILITY. RECIPIENT agrees to provide Six (6) Affordable Residential Units with a period of affordability for a minimum of 10 years. Affordability will meet the 80% LMI threshold for potential residents.

VI. CONFLICT OF INTEREST. No person who is an employee, agent, consultant, officer, elected official or appointed official of the City of Green Bay who exercises any function or responsibility in the review or approval of this undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof. Further, no employee, officer or agent of the RECIPIENT shall participate in the selection, or in the award, or administration of, a contract or other matter relating to the receipt of federal funds if a conflict of interest, real or apparent, would be involved.

VII. INDEMNIFICATION. For the purpose of use of TIDAH funds disbursed to RECIPIENT pursuant to this Agreement, RECIPIENT hereby agrees to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of RECIPIENT or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

RECIPIENT shall reimburse the RDA, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that RECIPIENT employs other persons, firms, corporations or entities as part of the work covered by this Agreement, it shall be RECIPIENT'S responsibility to require and confirm that each third party enters into an Indemnity Agreement in favor of the RDA, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

VIII. TERMINATION AND REMEDIES.

A. It is the intent of the Project to eliminate blight, generate increased tax base, and encourage business development. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the RECIPIENT fails to complete the Project by the Completion Date, the RDA may at its sole discretion rescind the subgrant award and recover any and all funds previously issued to the RECIPIENT under this Agreement.

B. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not be cured or remedied within a reasonable time, the aggrieved party may institute proceedings as may be necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

C. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the RDA. Accordingly, the RDA may, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA may seek damages as authorized.

IX. MISCELLANEOUS PROVISIONS.

A. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

B. The RDA and RECIPIENT shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may

still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and RECIPIENT with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

D. ASSIGNMENT. RECIPIENT may not assign this Agreement or sell to a third party without the prior consent of the RDA.

E. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

F. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

G. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

H. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

I. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO RECIPIENT:	Garritt Bader, Manager BFAM, LLC 300 N Van Buren St. Green Bay, WI 54301
TO RDA:	Neil Stechschulte, Secretary Redevelopment Authority of the City of Green Bay 100 North Jefferson Street, Room 608 Green Bay, WI 54301

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

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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

Redevelopment Authority of the City of Green Bay

Gary J. Delveaux, Chairman

Neil Stechschulte, Secretary

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this 23 day of August 2022, the above named Gary J. Delveaux, Chairman; Neil Stechschulte, Secretary Redevelopment Authority of the City of Green Bay

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: 8/9, 20 23.)

RONDA M. BITNEY NOTARY PUBLIC STATE OF WISCONSIN

RECIPIENT: BFAM, LLC

Garritt Bader

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this 23 day of August 2022, the above named Garritt Bader, BFAM, LLC

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Ronda Bitney

Notary Public Brown County, Wis.
My commission is permanent. (If not, state expiration date: 8/9, 20 23.)

THIS INSTRUMENT WAS DRAFTED BY

Ronda Bitney
Redevelopment Authority of the City of Green Bay

EXHIBIT A

See attached proposal for 317 Dousman Street

Community & Economic Development Department
100 North Jefferson Street • Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3400
Fax 920.448.3426

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) PROGRAM APPLICATION FORM

Name/Company: GB Real Esate Investments, LLC	
Contact Person: Garritt R. Bader	
Current Address: 300 N. Van Buren Street	
Telephone Number: (Home) (813) 500-0296	(Work)
Email: gb@gb-re.com	

Type of Application: (mark all that apply)

Acquisition: ✔	New Construction:	Rehabilitation: ✔

Type of Applicant: (mark all that apply)

Non-Profit:	For-Profit: ✔	Project Developer: ✔	Project Owner: ✔

Project Location: 317 Dousman Street, Green Bay, WI 54303
RDA/CITY owned parcel? YES or NO: No
Does applicant have formal control over the site? YES or NO: Yes
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE: Not currently in a TID

Project Cost:

Total Cost of Project: $2,200,000	Total # Units in Project: 6
TIDAH Funds Requested: $240,000 ($40,000/unit)	Rental Project or Homebuyer: Upper-Floor Rental

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:

This is a proposed renovation of the "Bangkok Garden" building at the SEC of Broadway & Dousman Streets. Over the past thirty years, the building has deteriorated due to minimal maintenance by the current owners, and a "mothballing" of the second floor that renders it currently uninhabitable. This project will restore the building to full occupancy by gutting the first and second floors; shoring up the roof support system; installing new HVAC, plumbing and electrical services; and signing leases with new commercial tenants for the first floor and creating six residential units on the second floor. There are no current residential units on the property, and immediately-nearby residential has also been created from renovated older buildings as well.

b. Explain the need, intended use, and justification for TIDAH funds:

This building is a very stately old building in the Broadway district that we should want to see preserved. But like many older buildings that haven't been maintained for decades, it's in danger of being demolished if we don't work to preserve it--and this work isn't cheap. Fully gutting this building, installing a new roof support under-structure, new windows, and tuckpointing, is far more costly than renovating a newer building. The nice thing about it, however, is being able to bring the second floor back to occupancy at rental rates that will meet TIDAH requirements. As a result, we can provide the upper-floor residential that adds character to our downtown neighborhoods, and quality new housing that's affordable for a wider range of the population.

c. Describe the population intended to be served by this project and TIDAH funds:

This project is aimed to meet the 80% threshold as required by TIDAH funds. Potential residents include service industry professionals
from nearby businesses; those who rely or choose to patronize public transportation; and/or those who want to be downtown but
can't afford upscale, luxury-designed apartments.

d. Describe any other formal City housing goals or other community objectives from approved City plans or policies that are addressed by this project that would make this application for TIDAH funds even more competitive:

The primary benefit of this project is bringing our second story back to life. We have too many buildings in downtown right now
with vacant second stories due to the cost of renovating them for residential use. This would help push this initiative ahead,
hopefully to other nearby buildings soon.

e. Households/Persons Benefited:

Total # of households: Six	Total # of persons: 6-10

Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI									
31 to 80% AMI		5	1						
81% + AMI									
TOTAL		5	1						

Project Costs & Use of TIDAH funds:

a. New Construction or Rehabilitation

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units	2,200,000	240,000	10.9%	
New construction of residential units				
Other: (Detailed explanation must be attached)	Please see attached			
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land	450,000			
Buildings	1,544,585	240,000	15.5%	
Other Expenses:	118,000			
(Detailed explanation must be attached)				

c. Site/Off-site Improvements

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Clearance/demolition				
Drainage improvements				
Installation/renovation of sanitary sewers				
Remediation				
Transportation improvements (on-site)				
Transportation improvements (off-site)				
Other: (Detailed explanation must be attached)	Please see attached			
Other: (Detailed explanation must be attached)				

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS	$2,200,000	240,000	10.9%	
Percentage of TIDAH Financing Project	10.9%			
Total number of units	Six			
Total number of TIDAH units	Six			
Other: (Detailed explanation must be attached)	Please see attached budget, rent roll and proforma			

Sources of Funds: Grants, Loans or Other Investors

a. Please attach commitment letters

b. Grant sources (complete as applicable)

Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date
WEDC / CDI Grant	$250,000	June 1, 2022	?	?
Investor Equity	$355,000	N/A	N/A	N/A

c. Provide a list of previous affordable housing projects and project references.

**Any award of TIDAH Funds is subject to an executed agreement that shall include clawbacks or other penalties for failure to perform on the approved project.

Applicant's Certification:

The applicant certifies that all the information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Green Bay's Tax Increment District Affordable Housing Program.

Signature 5-1-22 Date

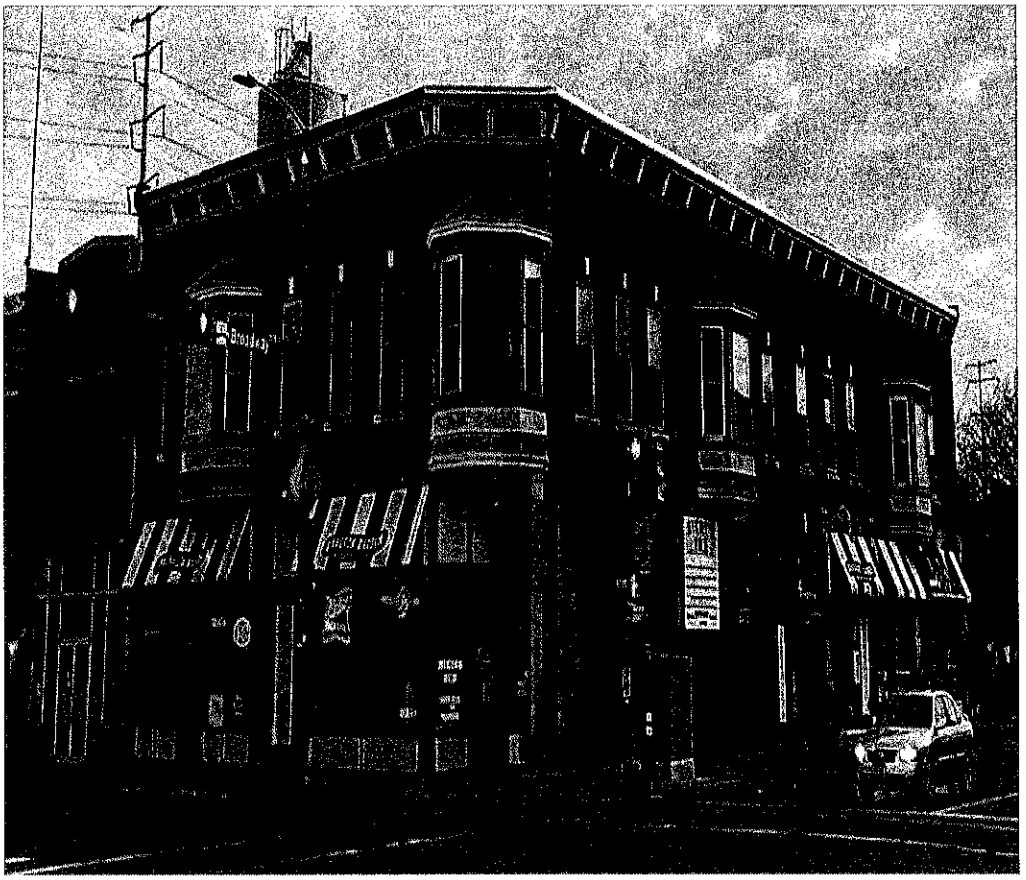
Signature Date

Please initial the following:

GB	The applicant acknowledges that the City may enlist third party professional consulting services to assist in the evaluation of this request for funding, for which 100% of costs may be passed on to the applicant at the City's sole discretion.
GB	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)
Date received: _____
Option awarded: _____
Payment received: _____

Equal Housing Opportunity



MAIN STREET WISCONSIN

200 BLOCK N. BROADWAY

GREEN BAY, WI

MARCH 16, 2022

JOE LAWNICZAK

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Ronda Bitney

AGENDA ITEM # E.8

Consideration with possible action to approve a six-month planning option for the site located at 1308 E. Walnut Street to NeighborWorks Green Bay.

BACKGROUND

The site located at 1308 E. Walnut Street (Tax Parcel 14-244) was purchased by the RDA in September 2015 and is currently zoned (OR) Office Residential.

Staff received a proposal from NeighbborWorks Green Bay seeking a six-month planning option for the purpose of building a two-unit, owner-occupied townhome. Each unit will consist of 3 bedrooms, 2.5 baths, and a 2-car garage. The purchase price of the land is to be $22,520. NeighborWorks intends to request financing through their donor-supported Adopt-A-Home Program. This development will be completed with help from the 2024/25 Bridges Construction Program in partnership with the Green Bay Area Public Schools. The plan is to start construction with the start of the fall semester 2024.

The developer is aware that a conditional use permit (CUP) will be required, which is why they need a six-month option. Once the CUP is approved, they will move forward with the purchase and project.

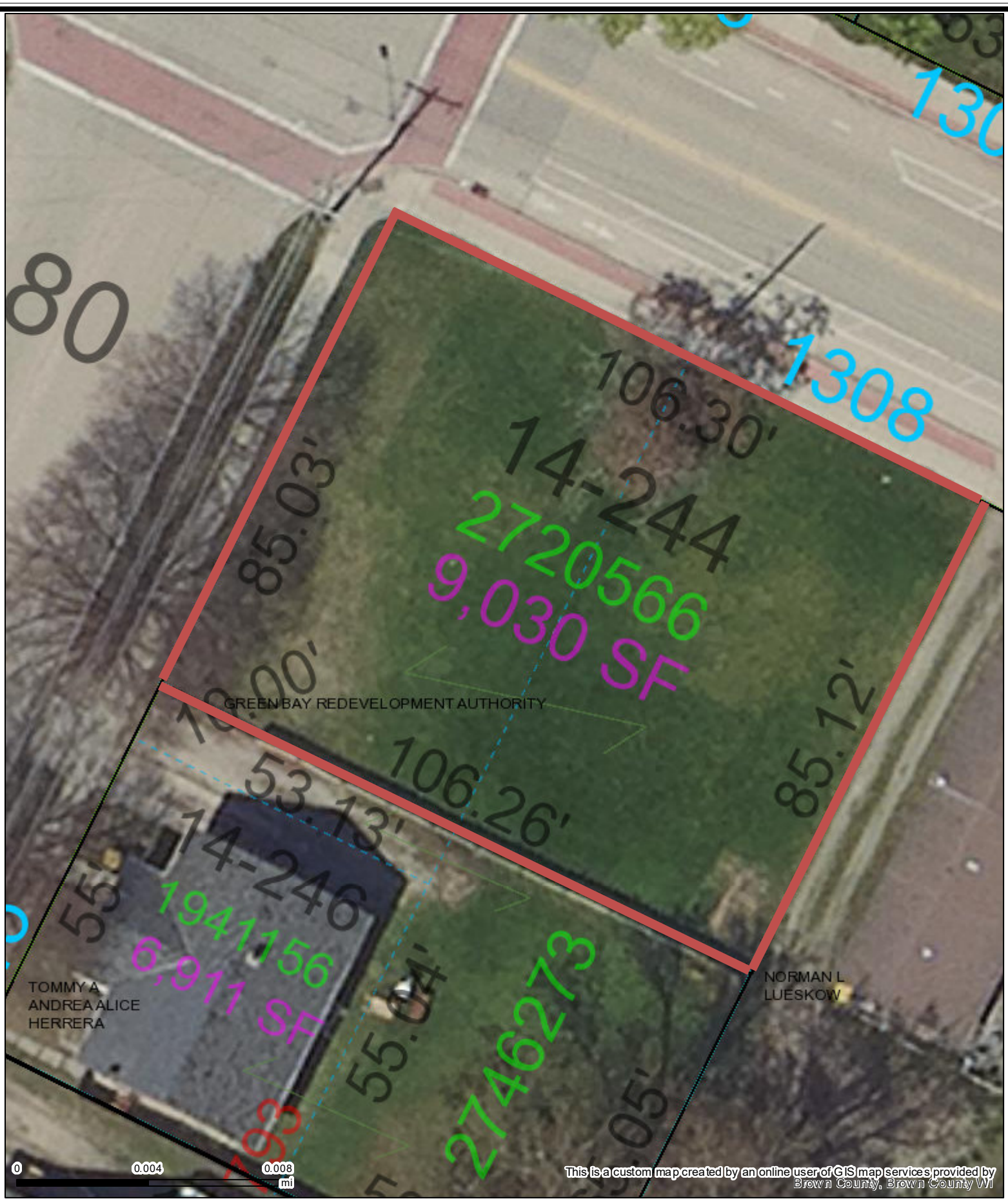
RECOMMENDATION

To approve a six-month planning option to NeighborWorks Green Bay for the site located at 1308 E. Walnut Street to develop a two-unit, owner-occupied townhome.

FISCAL IMPACT

ATTACHMENTS

1. GIS
2. 1308 E. Walnut_Townhomes



Part of Brown County WI

Map printed on 4/30/2024

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

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

We solve housing challenges and build stronger communities.

May 6, 2024

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

Re: Planning Option Request at 1308 E. Walnut Street, Parcel 14-244, Green Bay, WI

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay (NWGB) is seeking a six-month planning option with the Redevelopment Authority of Green Bay (RDA) for the 1308 E. Walnut Street, (Parcel ID 14-244). As part of our current proforma, we plan to purchase this property which is listed for sale on the City's Redevelopment Authority site with an asking price of $22,520. The property is currently zoned OR-Office,Residential with a conditional use permit required.

This request is being made to allow NWGB to develop design and construction documents for a new, two-unit, owner occupied townhome concept. Each unit will consist of 3-bedrooms, 2.5 bath, and a 2 car garage. (See attached preliminary site plan/vicinity map, floor plans and exterior elevations of the area under review).

As part of our ongoing research at this site, we intend to request project financing through our donor-supported Adopt-A-Home™ program. We also may seek other community resources as needed to address project gaps.

Finally, we feel this site would be a great location for a 2024/25 Bridges program in partnership with the Green Bay Area Public Schools due to the site's proximity to Green Bay East High School.

Thank you for your consideration.

Sincerely,

David Erickson, RA

Director of Real Estate Development
NeighborWorks Green Bay
Email david@nwgreenbay.org

NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.

City of Green Bay

1 "=94'

Feet

1:1,128

Legend

PropertyHook

ParcelLine

- Block boundary
- Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary
- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plat boundary
- Private Road Right of Way
- Right of Way line
- U
- V

TaxP

- C
- G
- H
- R
- T
- U

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

Date Printed: 23 Apr 2024

GB - GIS

PERCENTAGE OF IMPERVIOUS

SQUARE FOOTAGE INFORMATION:

NEW RESIDENCE =	2,295.0 SQ. FT. (MAIN LEVEL*) + 30.0 SQ. FT. (PORCHES)
TOTAL RESIDENCE =	2,325.0 SQ. FT.
2-CAR GARAGE (ATTACHED) =	928.0 SQ. FT.
TOTAL SPACE =	3,253.0 SQ. FT.
DRIVEWAY + WALKWAYS =	2,450.0 SQ. FT.

UNFINISHED LOWER LEVEL IS FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT

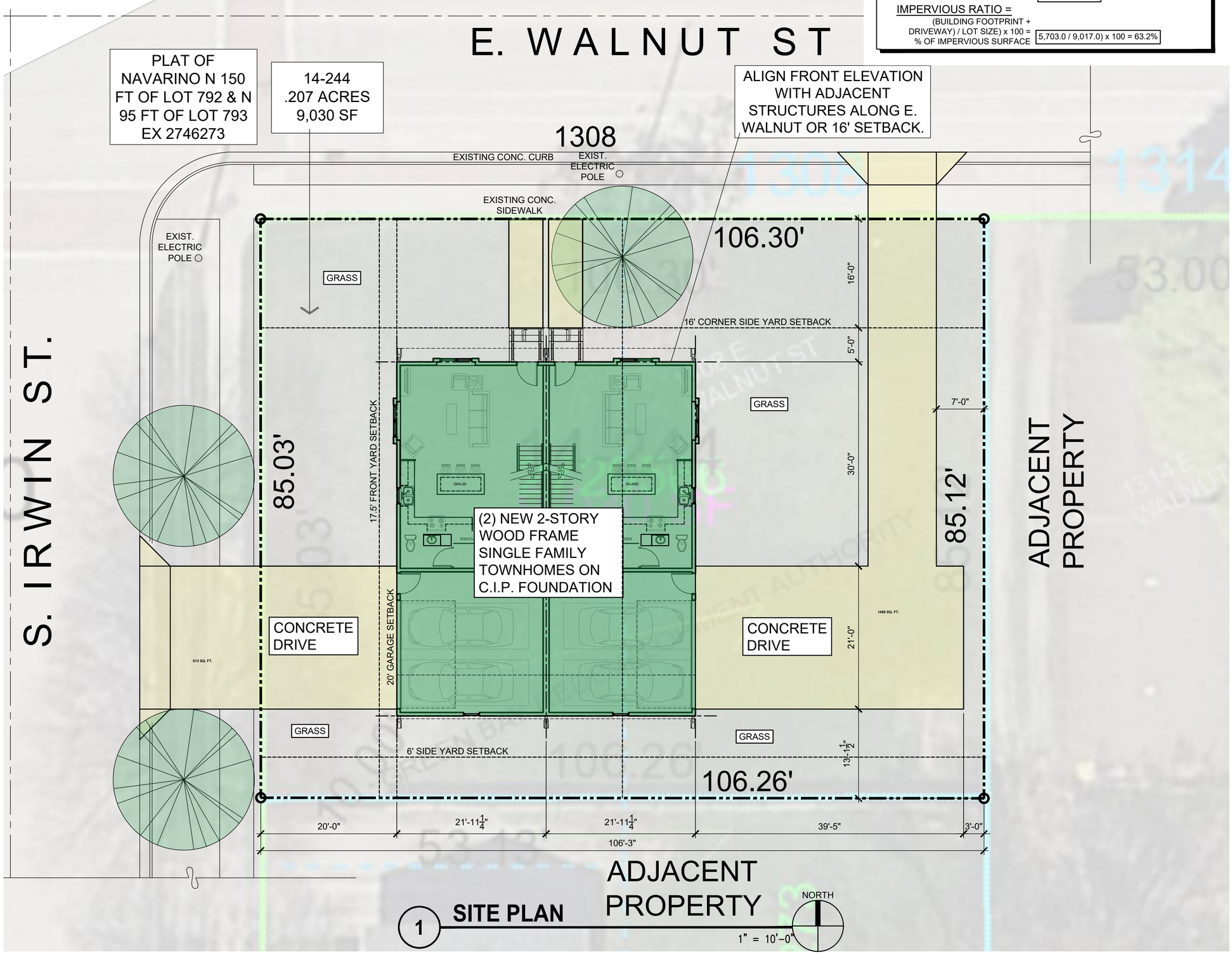
IMPERVIOUS SQ. FOOTAGE CALC.

TOTAL BLDG. FOOTPRINT: 5,703.0 SQ. FT.

TOTAL LOT SIZE: 9,030.0 SQ. FT.

IMPERVIOUS RATIO =

(BUILDING FOOTPRINT + DRIVEWAY) / LOT SIZE) x 100 = % OF IMPERVIOUS SURFACE: 5,703.0 / 9,017.0) x 100 = 63.2%



1 SITE PLAN

NeighborWorks® GREEN BAY

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

TWO SINGLE-FAMILY TOWNHOME RESIDENCES

3 Bed/2.5 Bath/2 Car Garage

1308 E Walnut St

Green Bay, WI 54301

Parcel 14-244

NOT FOR CONSTRUCTION

ISSUE DATE: 5/1/2024

ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

1308 E. WALNUT ST GREEN BAY, WI

PROJECT NAME

SITE PLAN

SHEET NAME

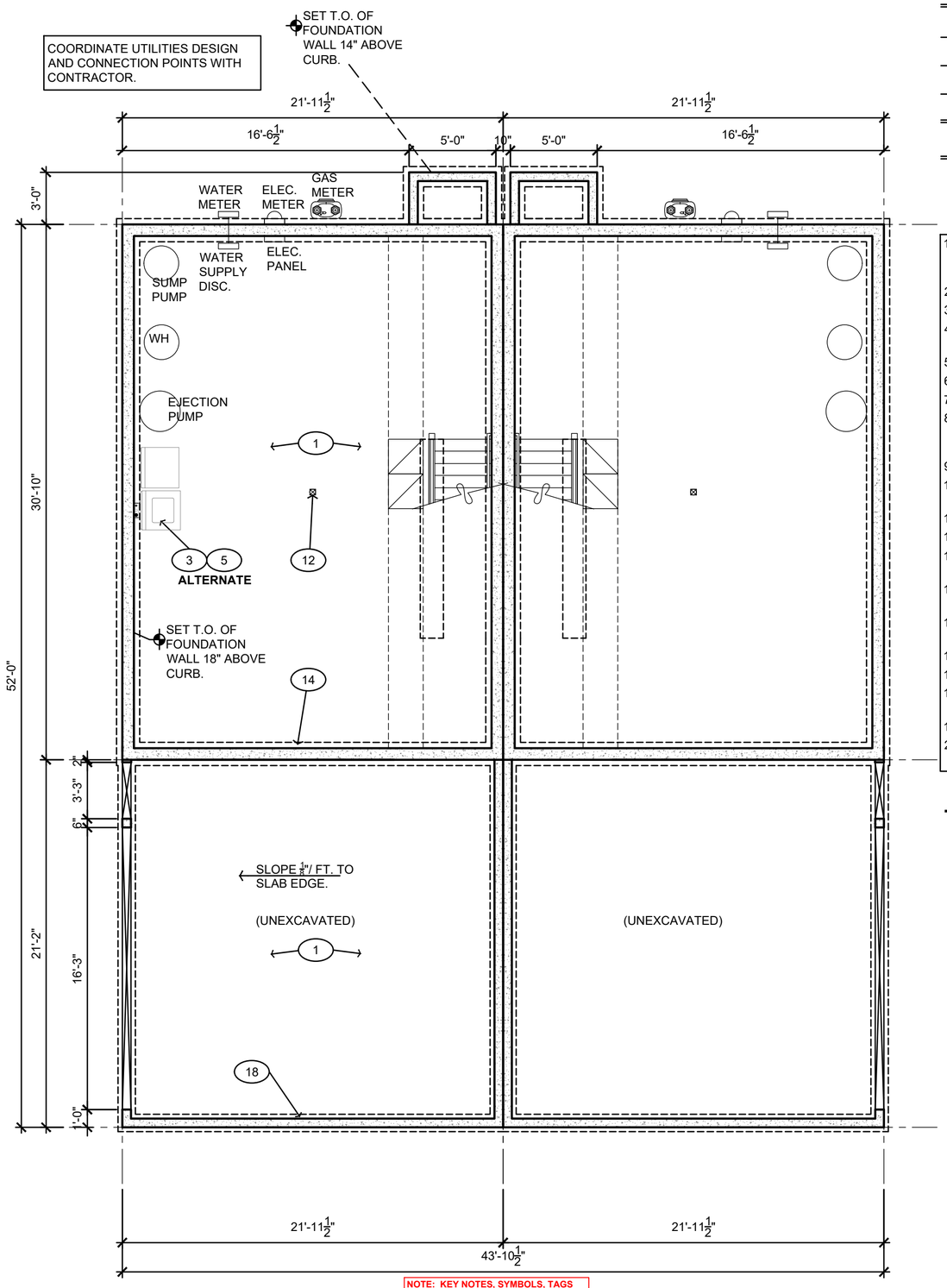
PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: 1" = 10'

0.2

SHEET NUMBER



NOTE: KEY NOTES, SYMBOLS, TAGS AND DIMENSIONS TYPICAL AT EACH UNIT, U.O.N.

FOUNDATION NOTES

1. ALL PROPERTY MARKERS SHALL BE EXPOSED AND A STRING STRETCHED FROM MARKER TO MARKER TO VERIFY REQUIRED SETBACKS.

1 LOWER LEVEL FLOOR PLAN

3/16" = 1'-0"

NORTH

SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	680.0 SQ. FT.
UPPER LEVEL A/C	1,053.1 SQ. FT.
TOTAL A/C	1,733.1 SQ. FT.
LOWER LEVEL NON A/C	676.0 SQ. FT.
PORCHES NON A/C	146.6 SQ. FT.
GARAGE NON A/C	464.0 SQ. FT.
TOTAL NON A/C	1,286.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	**3,019.7 SQ. FT.**

*PER UNIT
**UNFINISHED BASEMENT

1. 4" THICK CONCRETE PAD. PROVIDE 6x6 W1.4xW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
2. BUILT-IN MILLWORK.
3. DRYER VENT TO OUTSIDE.
4. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
5. WASHER / DRYER CONNECTION.
6. LINE OF ROOF OVERHANG ABOVE.
7. ACRYLIC TUB/SHOWER
8. EGRESS WELL. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
9. 24"x24" ATTIC ACCESS PANEL ABOVE.
10. 5" DOWNSPOUT W/ SPLASHBLOCK AT FINISH GRADE.
11. MIRROR.
12. FLOOR DRAIN.
13. 4" Ø STEEL POST AND 24"x24"x8" D. FOOTING.
14. LINE OF CONTINUOUS 16" W. x 8" D. FOOTING.
15. GUARDRAIL. (OMIT IF FLOOR TO GRADE DISTANCE IS LESS THAN 24".)
16. HOSE BIBB.
17. LVL FLUSH HEADER AT OPENING.
18. 12" W. x 6" DEEP FOOTING & FROST WALL AT GARAGE.
19. VINYL COLUMN WRAP.
20. (5) GLASS BLOCK PANEL. 42.5"W. x 10.5"H. R.O.

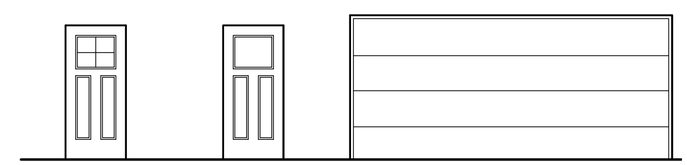
KEY NOTES

(x) REFERENCED BY THIS SYMBOL. NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

GENERAL NOTES

1. CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE CONTRACT.
2. HVAC, ELECTRICAL AND PLUMBING ARE TO BE DESIGN-BUILD, COMPLYING W/ ALL LOCAL, STATE & NATIONAL CODES, & TO BE THE FULL RESPONSIBILITY OF THE CONTRACTOR. DESIGNER ASSUMES NO LIABILITY.
3. ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING.
4. ALL MECHANICAL, HVAC, ELECTRICAL, AND PLUMBING SYSTEMS & ALL EQUIPMENT TO BE MAINTAINED ACCORDING TO MANUFACTURERS STANDARDS. BUILDING OWNER AND/OR BUILDING OCCUPANTS ASSUME FULL RESPONSIBILITY FOR MAINTENANCE AND OPERATION.
5. ALL MATERIALS, DETAILS & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS STANDARDS AND SPECIFICATIONS.
6. ALL CONTRACTOR(S) SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH.
7. DIMENSIONS ARE TO BE FIELD-VERIFIED & ADJUSTED ACCORDINGLY.
8. ALL DIMENSIONS ARE FROM FINISHED SURFACES, U.O.N.
9. ALL HEADERS TO BE 2-PLY 2x10 #D.F. OR BETTER UNLESS OTHERWISE NOTED.
10. COORDINATE ALL DOOR STYLES AND DOOR/WINDOW HEAD/JAMB/SILL DETAILS WITH OWNER.
11. INTERIOR DOORS TO BE LOCATED WITHIN 4" OF CORNER TO ALLOW FOR TRIM, U.O.N.
12. MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS U.O.N.
13. INSULATE PLUMBING WALLS, TYP.
14. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOORS OR CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IBC.
15. COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB.
16. COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT INTERFERE WITH FRAMING.
17. INSTALL SMOKE AND CO (CARBON MONOXIDE) DETECTORS AT EACH LEVEL AND SLEEPING AREAS PER INTERNATIONAL BUILDING CODE. SMOKE AND CO DETECTORS SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP.

SD = SMOKE DETECTOR
CO = CARBON MONOXIDE DETECTOR
T = TEMPERED



A. EXTERIOR DOOR
MTL. CLAD
PREFINISHED

B. INTERIOR DOOR(S)
SOLID CORE WOOD
PAINT GRADE

D. OVERHEAD DOOR
PREFINISHED

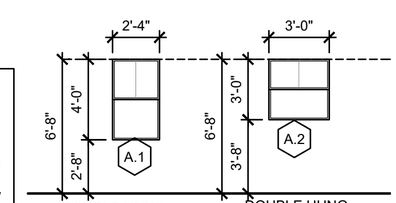
NOTE: FINAL DOOR STYLE TO BE DETERMINED.

DOOR TYPES

EGRESS WINDOW NOTES:

1. WINDOW SHALL BE OPERABLE.
2. WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
3. WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
4. THE MINIMUM OPENING OF THE WINDOW SHALL BE 5.7 S.F. AT THE GROUND FLOOR.

* EMERGENCY EGRESS
ONE SASH OF THIS GROUP MUST BE EQUIPPED WITH EMERGENCY EGRESS HARDWARE TO COMPLY WITH GOVERNING FIRE AND BUILDING CODES.



DOUBLE HUNG
VINYL CLAD EXTERIOR - VINYL CLAD INTERIOR PREFINISHED

DOUBLE HUNG
VINYL CLAD EXTERIOR - VINYL CLAD INTERIOR PREFINISHED

WINDOW TYPES

NeighborWorks®
GREEN BAY

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TWO SINGLE-FAMILY TOWNHOME RESIDENCES

3 Bed/2.5 Bath/2 Car Garage

1308 E Walnut St
Green Bay, WI 54301
Parcel 14-244

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024
ISSUED FOR: REVIEW

REVISION LOG

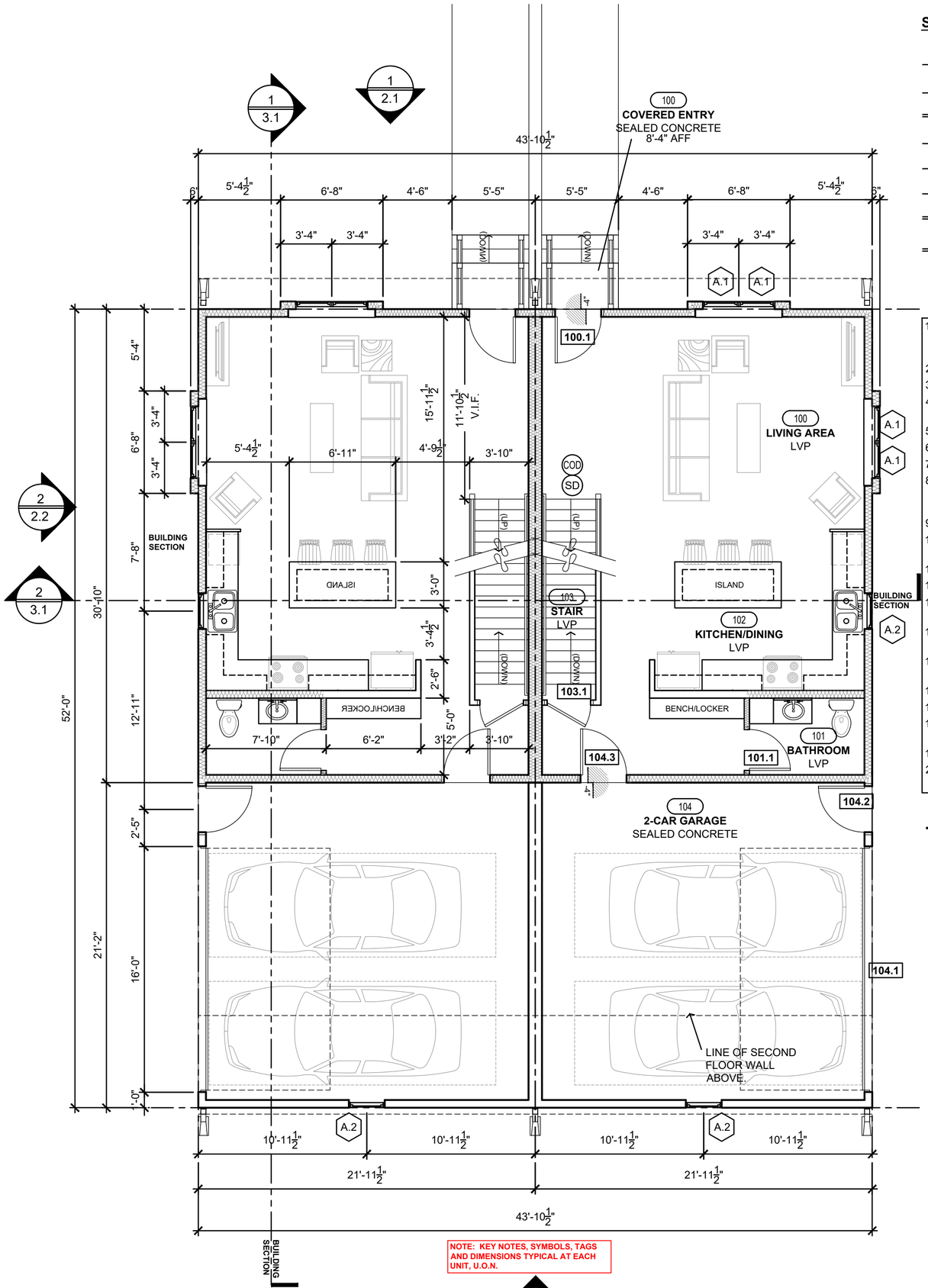
© NEIGHBORWORKS GREEN BAY

1308 E. WALNUT ST. GREEN BAY, WI
PROJECT NAME

LOWER LEVEL FLOOR PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE **CHECKED BY:** TD
SCALE: 3/16" = 1'-0"

1.0
SHEET NUMBER



NOTE: KEY NOTES, SYMBOLS, TAGS AND DIMENSIONS TYPICAL AT EACH UNIT, U.O.N.

1 MAIN LEVEL FLOOR PLAN

3/16" = 1'-0"

NORTH

SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	680.0 SQ. FT.
UPPER LEVEL A/C	1,053.1 SQ. FT.
TOTAL A/C	1,733.1 SQ. FT.
LOWER LEVEL NON A/C	676.0 SQ. FT.
PORCHES NON A/C	146.6 SQ. FT.
GARAGE NON A/C	464.0 SQ. FT.
TOTAL NON A/C	1,286.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	**3,019.7 SQ. FT.**

*PER UNIT
**UNFINISHED BASEMENT

1. 4" THICK CONCRETE PAD. PROVIDE 6x6 W1.4xW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
2. BUILT-IN MILLWORK.
3. DRYER VENT TO OUTSIDE.
4. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
5. WASHER / DRYER CONNECTION.
6. LINE OF ROOF OVERHANG ABOVE.
7. ACRYLIC TUB/SHOWER
8. EGRESS WELL. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
9. 24"x24" ATTIC ACCESS PANEL ABOVE.
10. 5" DOWNSPOUT W/ SPLASHBLOCK AT FINISH GRADE.
11. MIRROR.
12. FLOOR DRAIN.
13. 4" Ø STEEL POST AND 24"x24"x8" D. FOOTING.
14. LINE OF CONTINUOUS 16" W. x 8" D. FOOTING.
15. GUARDRAIL. (OMIT IF FLOOR TO GRADE DISTANCE IS LESS THAN 24".)
16. HOSE BIBB.
17. LVL FLUSH HEADER AT OPENING.
18. 12" W. x 6" DEEP FOOTING & FROST WALL AT GARAGE.
19. VINYL COLUMN WRAP.
20. (5) GLASS BLOCK PANEL. 42.5"W. x 10.5"H. R.O.

KEY NOTES

(x) REFERENCED BY THIS SYMBOL. NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

GENERAL NOTES

1. CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE CONTRACT.
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6. ALL CONTRACTOR(S) SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH.
7. DIMENSIONS ARE TO BE FIELD-VERIFIED & ADJUSTED ACCORDINGLY.
8. ALL DIMENSIONS ARE FROM FINISHED SURFACES, U.O.N.
9. ALL HEADERS TO BE 2-PLY 2x10 #D.F. OR BETTER UNLESS OTHERWISE NOTED.
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11. INTERIOR DOORS TO BE LOCATED WITHIN 4" OF CORNER TO ALLOW FOR TRIM, U.O.N.
12. MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS U.O.N.
13. INSULATE PLUMBING WALLS, TYP.
14. ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOORS OR CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IBC.
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17. INSTALL SMOKE AND CO (CARBON MONOXIDE) DETECTORS AT EACH LEVEL AND SLEEPING AREAS PER INTERNATIONAL BUILDING CODE. SMOKE AND CO DETECTORS SHALL BE CONNECTED TO BUILDING POWER SUPPLY AND HAVE BATTERY BACKUP.

SD = SMOKE DETECTOR
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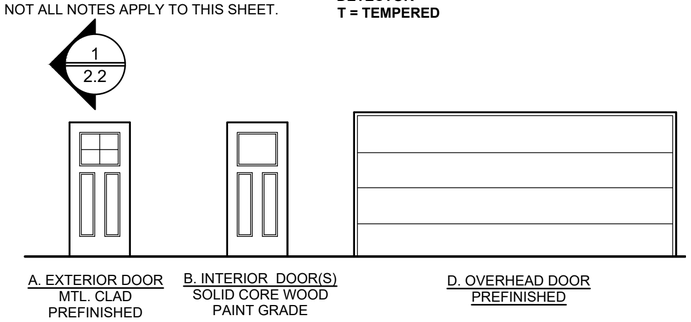

NOTE: FINAL DOOR STYLE TO BE DETERMINED.

DOOR TYPES

EGRESS WINDOW NOTES:

1. WINDOW SHALL BE OPERABLE.
2. WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
3. WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
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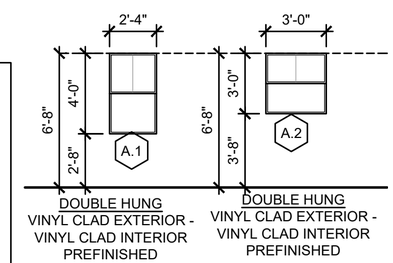

WINDOW TYPES

NeighborWorks® GREEN BAY

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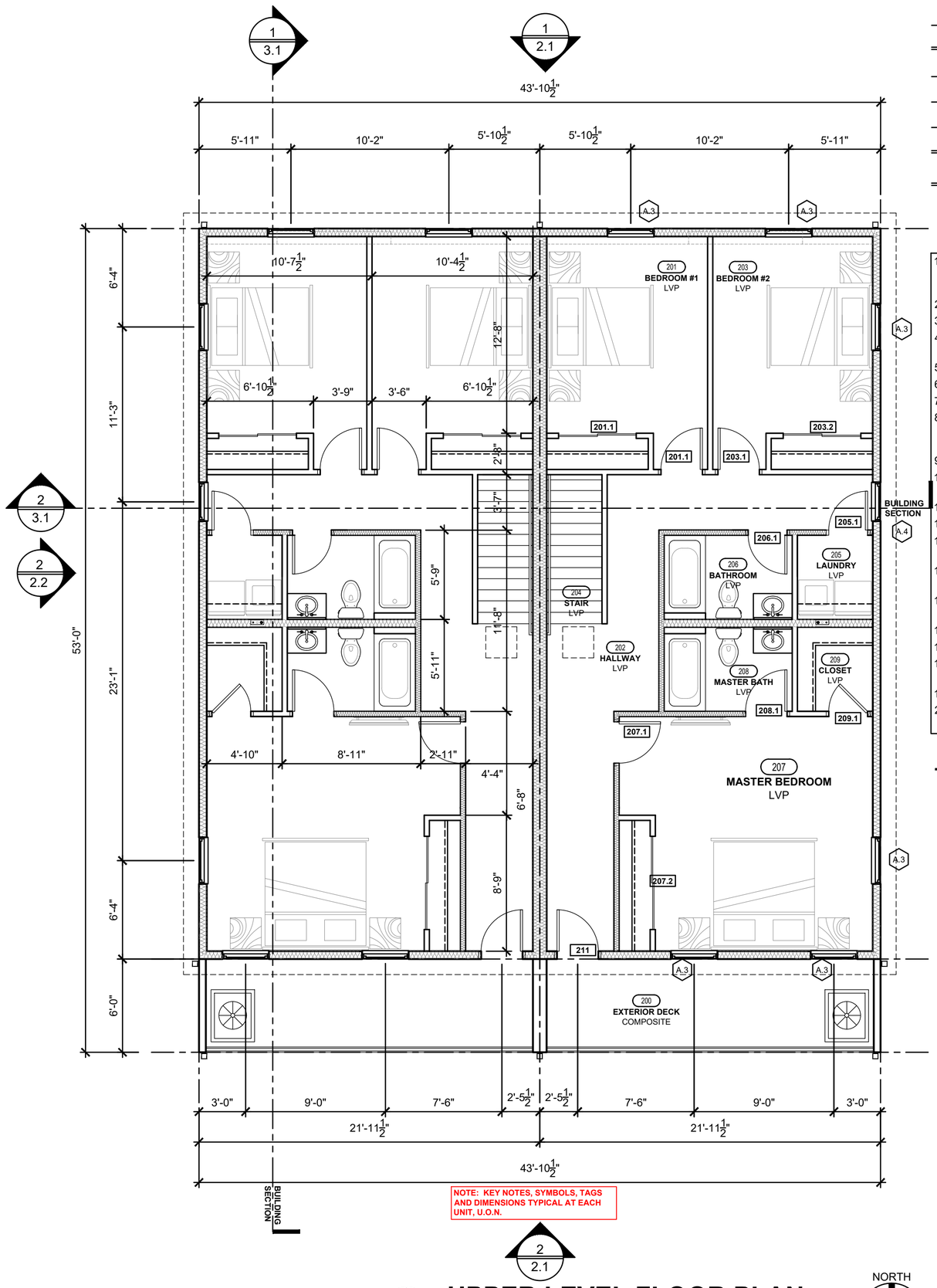

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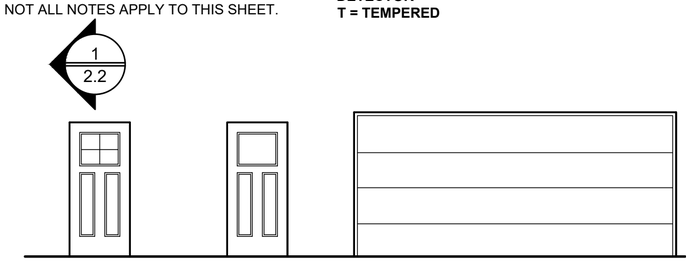

A. EXTERIOR DOOR
MTL. CLAD PREFINISHED

B. INTERIOR DOOR(S)
SOLID CORE WOOD PAINT GRADE

D. OVERHEAD DOOR
PREFINISHED

NOTE: FINAL DOOR STYLE TO BE DETERMINED.

DOOR TYPES

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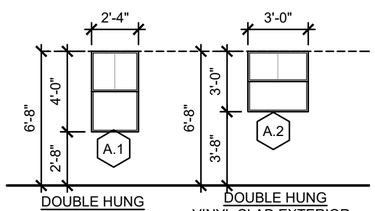

DOUBLE HUNG
VINYL CLAD EXTERIOR - VINYL CLAD INTERIOR PREFINISHED

DOUBLE HUNG
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UPPER LEVEL FLOOR PLAN
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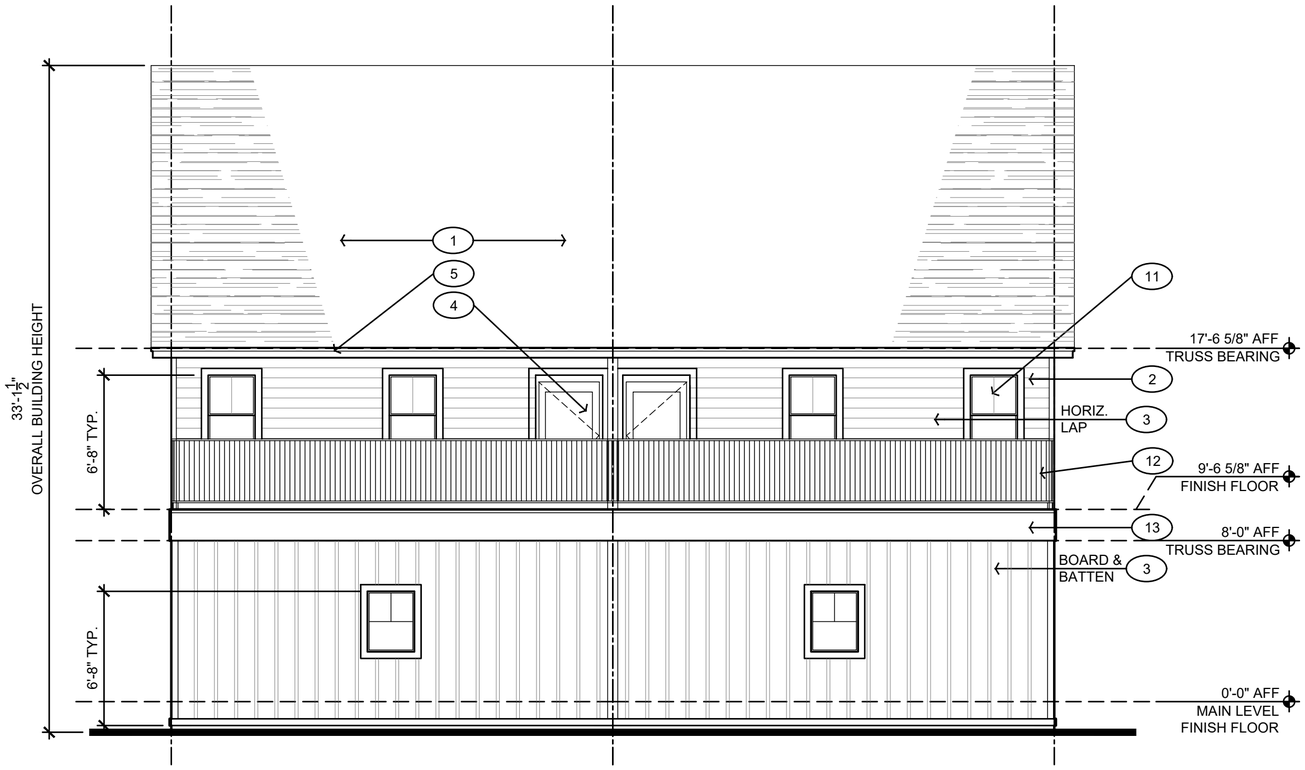

2 SOUTH ELEVATION

3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. EXTERIOR SIDING (VINYL OR CEMENT) OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. BRICK VENEER AND MASONRY CAP.
7. GUTTER AND DOWNSPOUT.
8. COMPOSITE DECK AND STAIR.
9. 8" TRIM. PAINT.
10. GABLE VENT.
11. VINYL-CLAD WINDOW AS SPECIFIED.
12. HARDIE-PANEL (STUCCO FINISH). PAINT OR INTEGRAL COLOR.
13. 12" TRIM. PAINT.
14. DECORATIVE BRACKET.

KEY NOTES

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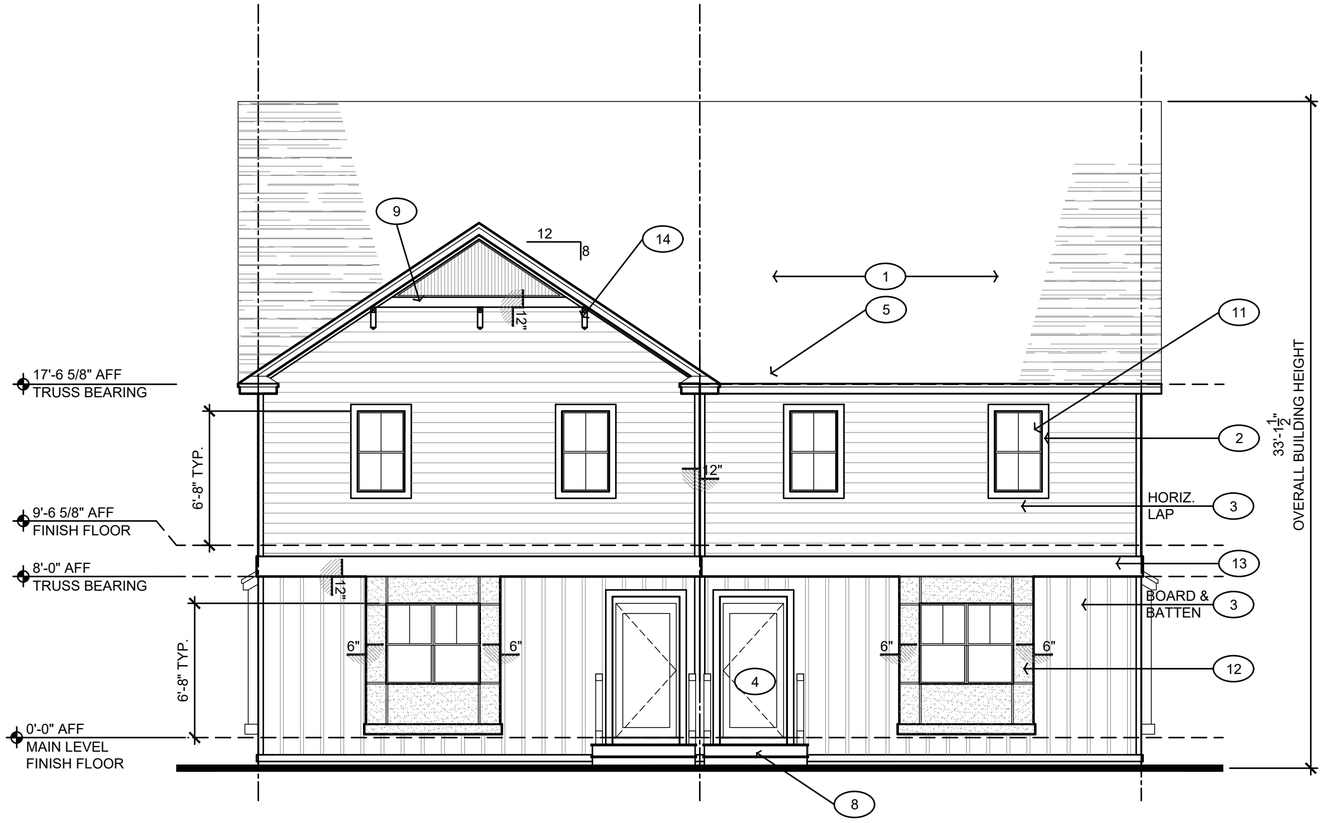

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EXTERIOR ELEVATIONS

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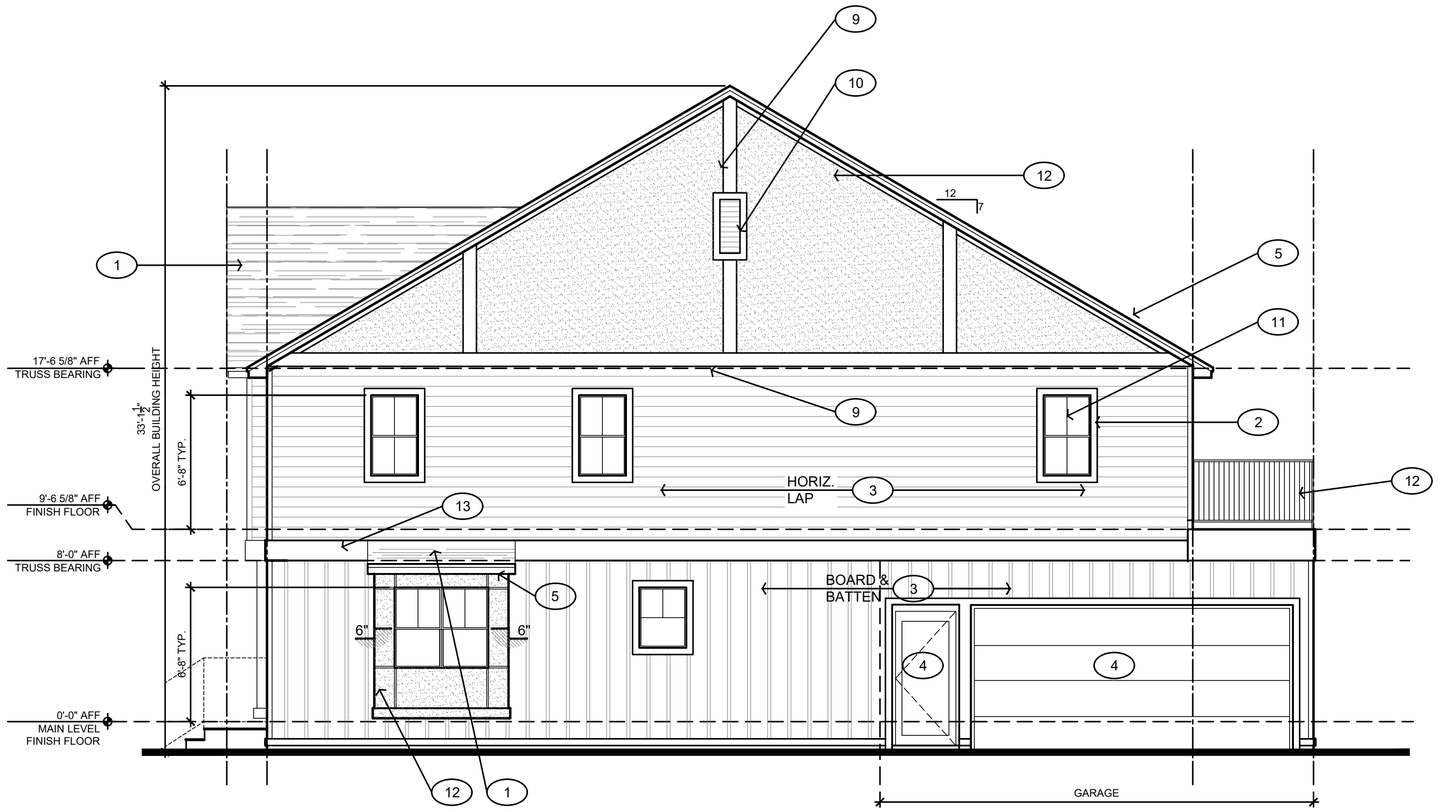

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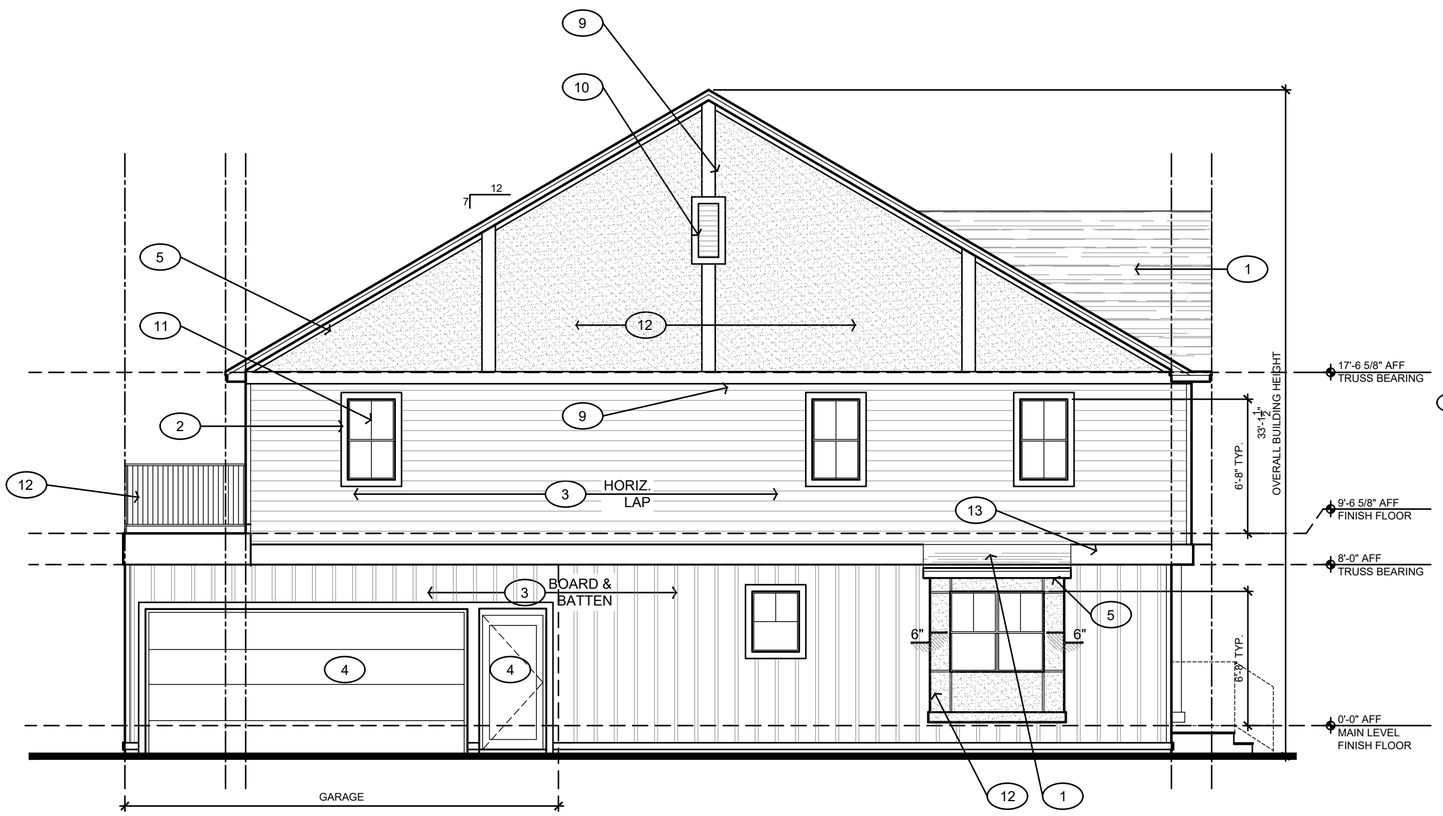

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SHEET NUMBER

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Ronda Bitney

AGENDA ITEM # E.9

Consideration with possible action to approve a 90-day planning option to Total Service Development for the building of a two-family, two-story home at 716 Mather Street.

BACKGROUND

The property located at 716 Mather Street (Tax Parcel 5-146) was purchased by the RDA using The New Homes in Your Neighborhood funds in May 2016 for the purpose of redevelopment. The property is zoned R2-Medium Density Residential.

Staff has received a proposal from Total Service Development requesting a 90-day planning option in anticipation of building a two-story, two-family duplex with a two-car garage. The lower unit would provide 3 bedrooms, 2 baths, and approximately 1,350 sq. ft. The upper unit would provide 2 bedrooms, 1 bath, and approximately 1,212 sq. ft. The developer is offering a purchase price of $15,800. No additional funding has been requested. This offer is currently contingent on financing, zoning, and permitting.

RECOMMENDATION

To approve a 90-day planning option to Total Service Development for the building of a two-family, two-story home at 716 Mather Street.

FISCAL IMPACT

ATTACHMENTS

1. Letter requesting 90 day due diligence
2. 16-182 Total Service Development (Duplex-Lot 1 Zimmer Drive with Detached Garage)
3. GIS Map

Est. 1976
TOTAL SERVICE
DEVELOPMENT

CONSTRUCTION
MANAGEMENT
RESIDENTIAL
MULTI-FAMILY
COMMERCIAL

P 920.347.1220 TF 866.347.1220 F 920.347.1227 E info@tsdllc.net

April 9th, 2024

Ronda Bitney
City of Green Bay
Community and Economic Development

RE: 716 Mather St Green Bay

Dear Ms. Bitney:

We are a development firm located in Green Bay, WI. We have been looking into the parcel of land located at 716 Mather St Green Bay WI, which the City of Green Bay owns. We are requesting a 90 day planning option on the lot.

Attached is a formal Letter of Intent as well as the plans of what we intend to build. We anticipate that it will take us 8 to 12 months to complete the construction.

Feel free to reach out to us at our office at 920-347-1220 or on my cell phone at 920-619-2923.

Looking forward to hearing from you,

John O. Shaline
Member
Total Service Development

3049 Ramada Way ■ P.O. Box 12206 ■ Green Bay, WI 54307
WWW.TSDLLC.NET

Wisconsin REALTORS® Association
4801 Forest Run Road
Madison, Wisconsin 53704

COMMERCIAL LETTER OF INTENT

This Letter of Intent (LOI) concerns the property located at 716 Mather St (street address) in the City of Green Bay County of Brown, Wisconsin, known as the Subject Premises.

- SELLER/LESSOR: City of Green Bay
- BUYER/LESSEE: , Total Service Development, LLC

Buyer/Lessee intends to enter into a Contract/Lease for the Subject Premises on the following proposed terms:

- PRICE: at a purchase/~~rental~~ price of $15,800.00 Fifteen Thousand, Eight Hundred.

In the case of a purchase, proposed Buyer shall within 90 business days after the date of execution of this LOI submit to the proposed Seller or its attorney, an offer to purchase contract for the Subject Premises in the form setting forth with particularity all of the terms of the contemplated transaction. The parties agree to negotiate in good faith.

In the case of a lease, the proposed Lessor shall within n/a business days after the date of execution of this LOI submit to the proposed Lessee or its attorney, an offer to lease the Subject Premises in the form setting forth with particularity all of the terms of the contemplated transaction. The parties agree to negotiate in good faith.

- EARNEST MONEY/SECURITY DEPOSIT: The Contract/Lease shall provide that Buyer/~~Lessee~~ will pay upon acceptance of the Contract/~~Lease~~ by Seller/~~Lessor~~ the sum of $ _____ as earnest money/~~security deposit~~ for the benefit of both parties and to be held by _____ and applied as provided for in the Contract/Lease.

- CONTINGENCIES: (including but not limited to financing, environmental, zoning, permitting, document review, etc.)

Financing
Zoning
Permitting

- CLOSING/POSSESSION: The Contract/~~Lease~~ shall provide for closing/~~possession~~ to occur on or before July 9, 2024

- COMMISSION REQUEST: Commission is _____ and shall be paid to _____ by (Seller/Lessor) (Buyer/Lessee) [Strike one].

■ OTHER COVENANTS, TERMS OR CONDITIONS: The Contract/~~Lease~~ may contain terms and conditions consistent or inconsistent with those set herein and include such other terms and conditions as the parties may, between themselves, agree except it shall not vary the Price and Earnest Money~~/Security Depo~~sit.

■ CONFIDENTIAL: Buyer/~~Lessee~~ shall keep any documents provided confidential and disclose them to third parties only to the extent necessary to implement provisions relating to this LOI. Buyer/~~Lessee~~ shall return all documents (originals and any reproductions) to Seller/~~Lesso~~r if this LOI is not executed.

■ NON-BINDING: This LOI is non-binding and is not to be considered an agreement to Buy/Lease. The obligations of the Buyer/~~Lessee~~ and Seller~~/Lessor~~ to each other are expressly subject to the execution of a Contract/Lease with terms and form mutually agreeable to both parties and exempts the confidential and non-exclusive provisions. The Parties acknowledge this LOI does not address all of the essential terms of the agreement contemplated by this LOI and essential terms will be the subject of further negotiation.

■ Please reply to this LOI no later than _____, _____.

■ EXCLUSIVITY: Buyer/~~Lessee~~ and Seller/~~Lessor~~ agree only to negotiate with one another during the term of this LOI.

■ ADDITIONAL PROVISIONS: The attached _____ _____ is/are made part of this LOI.

If the terms set forth herein are acceptable, please execute this LOI where indicated below and return signed.

Submitted this 9th day of April, 2024, by:

Agent or Attorney for Seller and Firm _____

Agent or Attorney for Buyer and Firm _____
Jordan Shaline

Accepted and Agreed this 9th day of April, 2024.

Buyer/Lessee _____ 4/9/24
Signature ▲ Date ▲
Total Service Development, LLC

Address: _____

City: _____ State: _____ Zip: _____

Seller/Lessor _____
Signature ▲ City of Green Bay Date ▲

Address: _____

City: _____ State: _____ Zip: _____

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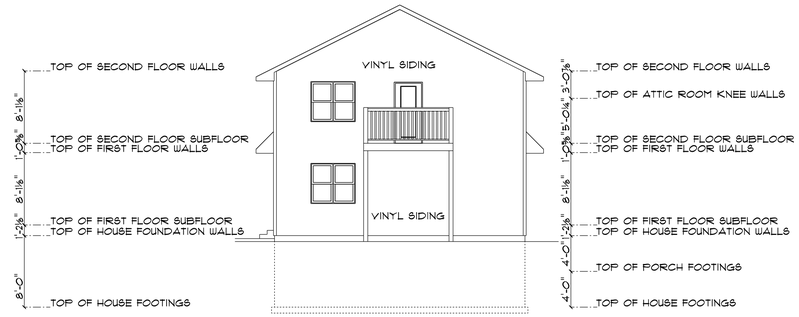
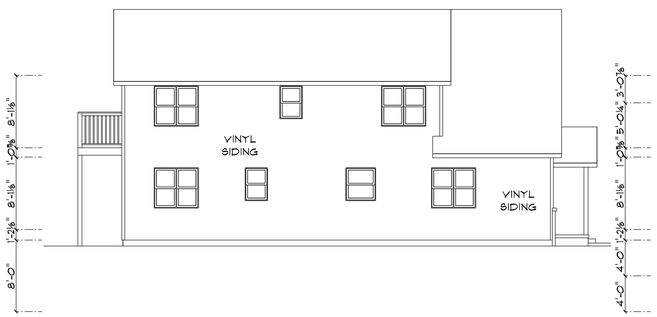
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



REAR ELEV. 1/8" = 1'-0"



LEFT ELEV. 1/8" = 1'-0"

NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. CONTACT BUILDERS FIRSTSOURCE-DE PERE PRIOR TO ACQUIRING PERMITS TO INITIATE START OF WALL BRACING PLAN.

RIGHT ELEV. 1/8" = 1'-0"

FRONT ELEVATION

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

Andersen WINDOWS • DOORS

SHEET 1 OF 4

DATE Nov. 9, 2016
SCALE AS NOTED
DRAWN Lee A. Wacek
DRAWING NO. 16-182

REVISED July 13, 2017 LW

Although every effort has been made in preparing these plans and specifications to be accurate, the contractor must check all details and dimensions and be responsible for the same.

CUSTOM DESIGNED FOR:

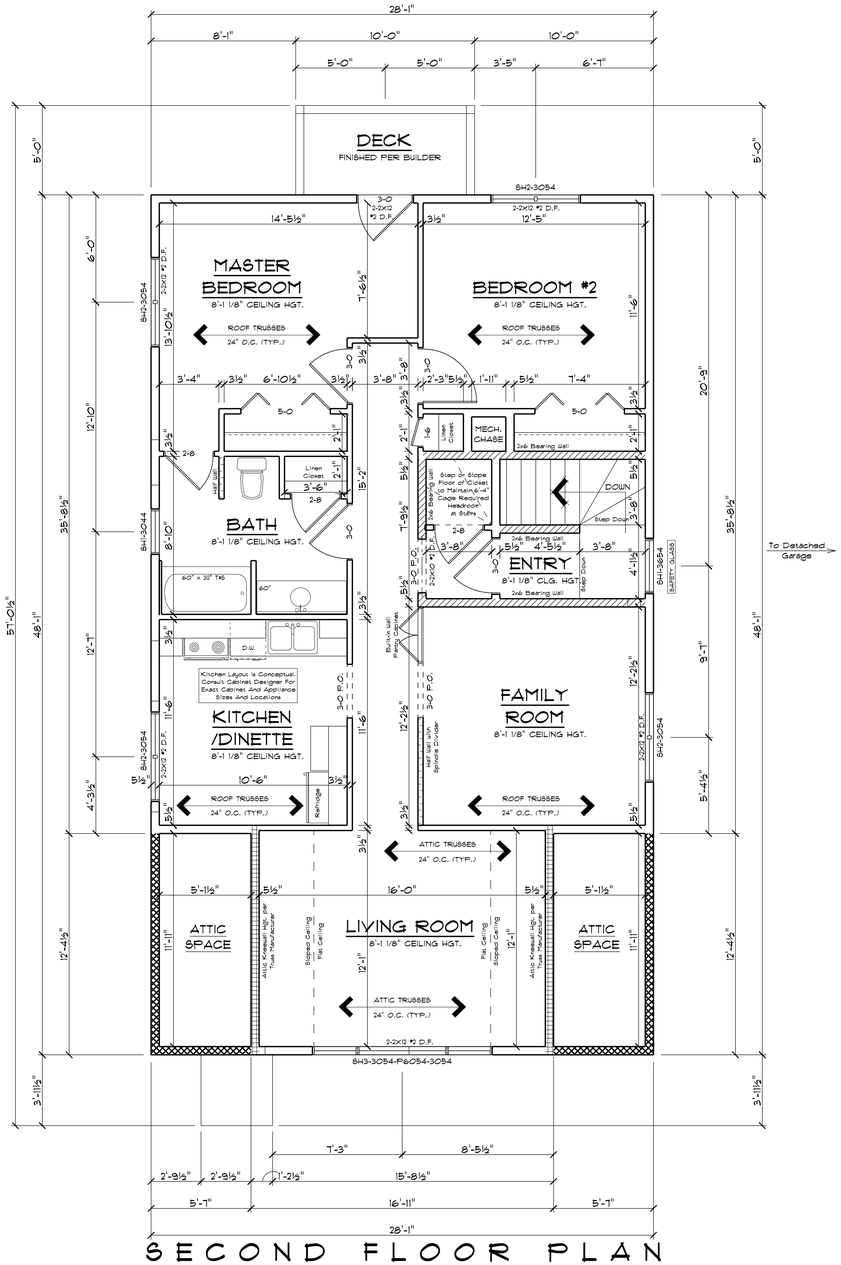
DUPLEX

-LOT 1 ZIMMER DRIVE-

Design Services
3400 S. Ridge Rd.
De Pere, WI 54115
PHONE: 920-983-4000
FAX: 920-983-4000

TOTAL SERVICE DEVELOPMENT

PROBuild

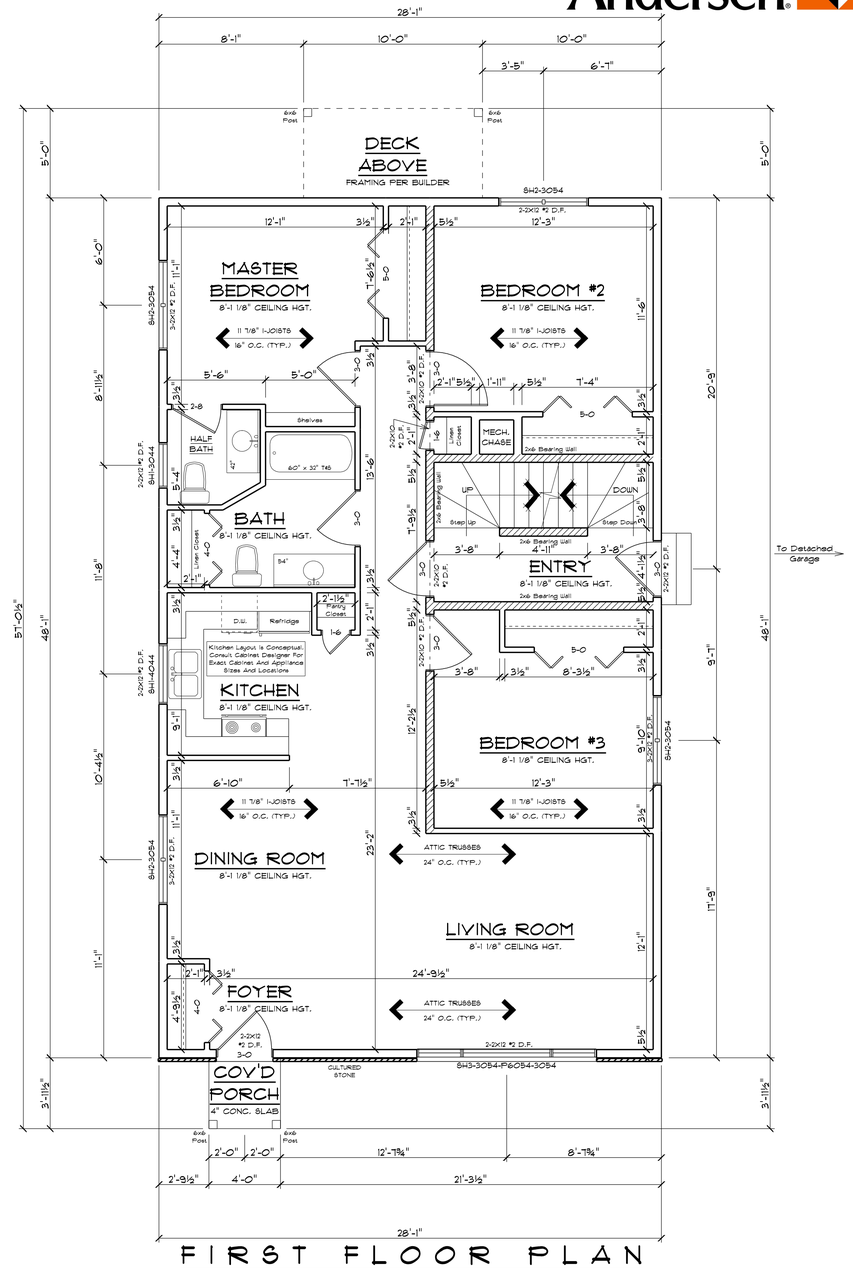


SECOND FLOOR PLAN

8'-1 1/8" CLG. HGT.
1212 SQ. FT.
50 SQ. FT. (DECK)

NOTE:
BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE, THROUGH FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS

NOTE:
ALL HEADERS ARE NOT DESIGNED TO CARRY BRICK LOADS ABOVE



FIRST FLOOR PLAN

8'-1 1/8" CLG. HGT.
1350 SQ. FT.
16 SQ. FT. (COVERED PORCH)

NOTE:
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NOTE:
ALL HEADERS ARE NOT DESIGNED TO CARRY BRICK LOADS ABOVE

NOTES:

1. FLOOR SYSTEM: 1ST FLR: 11 7/8" I-JOISTS @ 16" O.C.
   2ND FLR: 11 7/8" I-JOISTS @ 16" O.C.
   LOADING: TOTAL LOAD = 80
   TCLL = 40*
   TCDL = 10*
   ADD 10* DL FOR CERAMIC TILE AREAS
   FLOOR DEFLECTION: LL = L/480
   TL = L/240
   DURATION OF LOAD: 100%
2. ROOF SYSTEM: WOOD TRUSSES 24" O.C.
   LOADING: TOTAL LOAD = 50*
   TCLL = 30*
   TCDL = 10*
   BCDL = 10*
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 115%
3. STD. HEADERS: (2)-2x12 #2 DF
4. EXT. WALL STUDS: 1ST FLR: 2x6-92 5/8"
   2ND FLR: 2x6-92 5/8"
5. INT. WALL STUDS: 1ST FLR: 2x4-92 5/8"
   2ND FLR: 2x4-92 5/8"
6. WINDOW SIZES SHOWN ARE FOR SILVERLINE VINYL WINDOWS. SEE CATALOG FOR DETAILS
7. ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8. STAIRS: BSMT. TO 1ST FLR.: 14 RISERS AT 7 9/16"
   13 TREADS AT 9 1/2"
   1ST FLR. TO 2ND FLR.: 14 RISERS AT 7 13/16"
   13 TREADS AT 9 1/2"
9. BUILDER TO PROVIDE AN ATTIC SCUTTLE
10. FIRE SEPARATION MUST BE PROVIDED BETWEEN BOTH LIVING UNITS AND GARAGE. SEE CODE FOR DETAILS.
11. A MINIMUM OF DOUBLE TRIMSTUDS MUST BE USED FOR ALL OPENINGS 6'-0" AND LARGER.
12. THE CONDITIONS LISTED HERE ARE STANDARD FOR THIS PLAN. EXCEPTIONS ARE NOTED ON THE PLAN.
13. SEE TRUSS LAYOUT FOR FINAL GIRDER TRUSS LOCATION. GIRDERS SHOWN ON PLAN ARE IN APPROXIMATE LOCATION.

Andersen WINDOWS • DOORS AW

SHEET 2 OF 4

DATE Nov. 9, 2016
SCALE 1/4" = 1'-0"
DRAWN BY Lee A. Wilcek
DRAWING NO. 16-182

REVISED July 19, 2017 LW

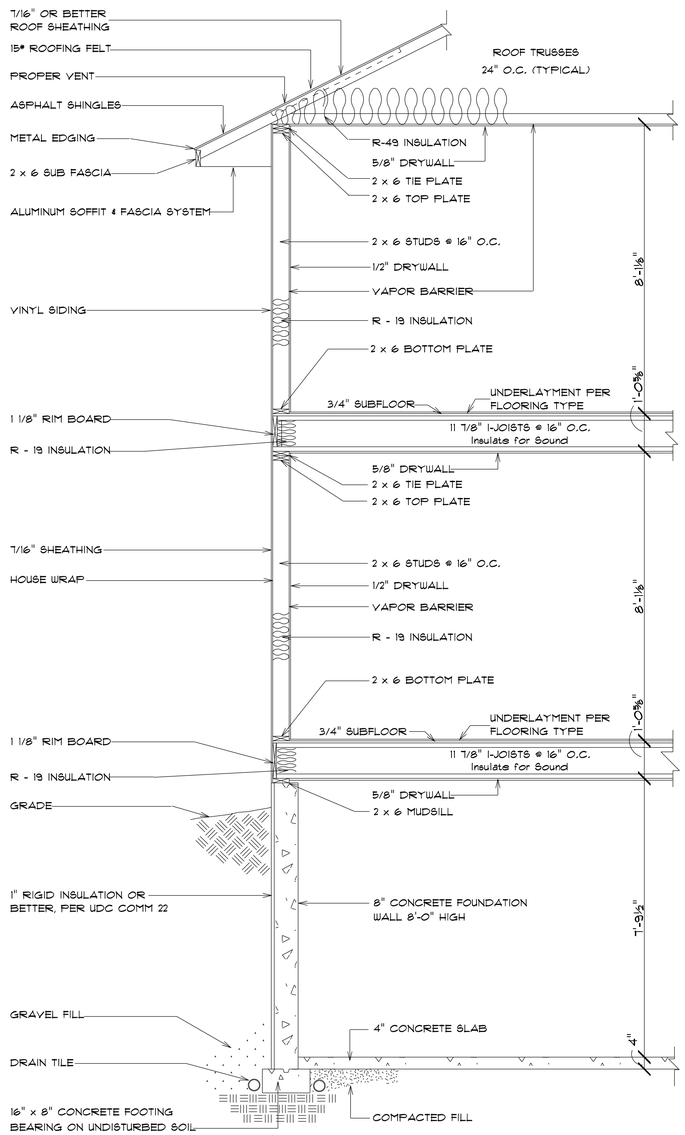
Although every effort has been made in preparing these plans and specifications, the contractor must check all details and dimensions and be responsible for the same.

CUSTOM DESIGNED FOR:
DUPLEX
-LOT 1 ZIMMER DRIVE-

Design Services
3400 S. Ridge RD.
De Pere WI. 54115
PHONE (920) 983-4200
FAX (920) 983-4200

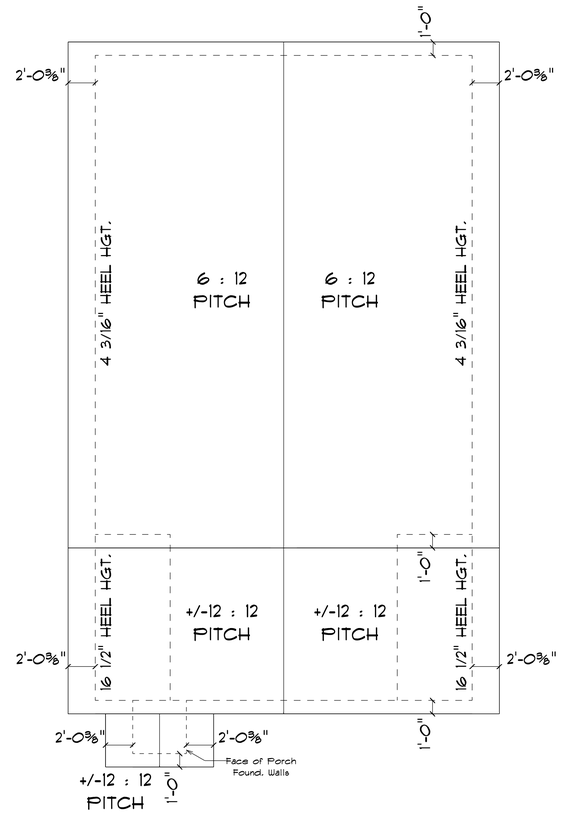
TOTAL SERVICE DEVELOPMENT

PRCBuild



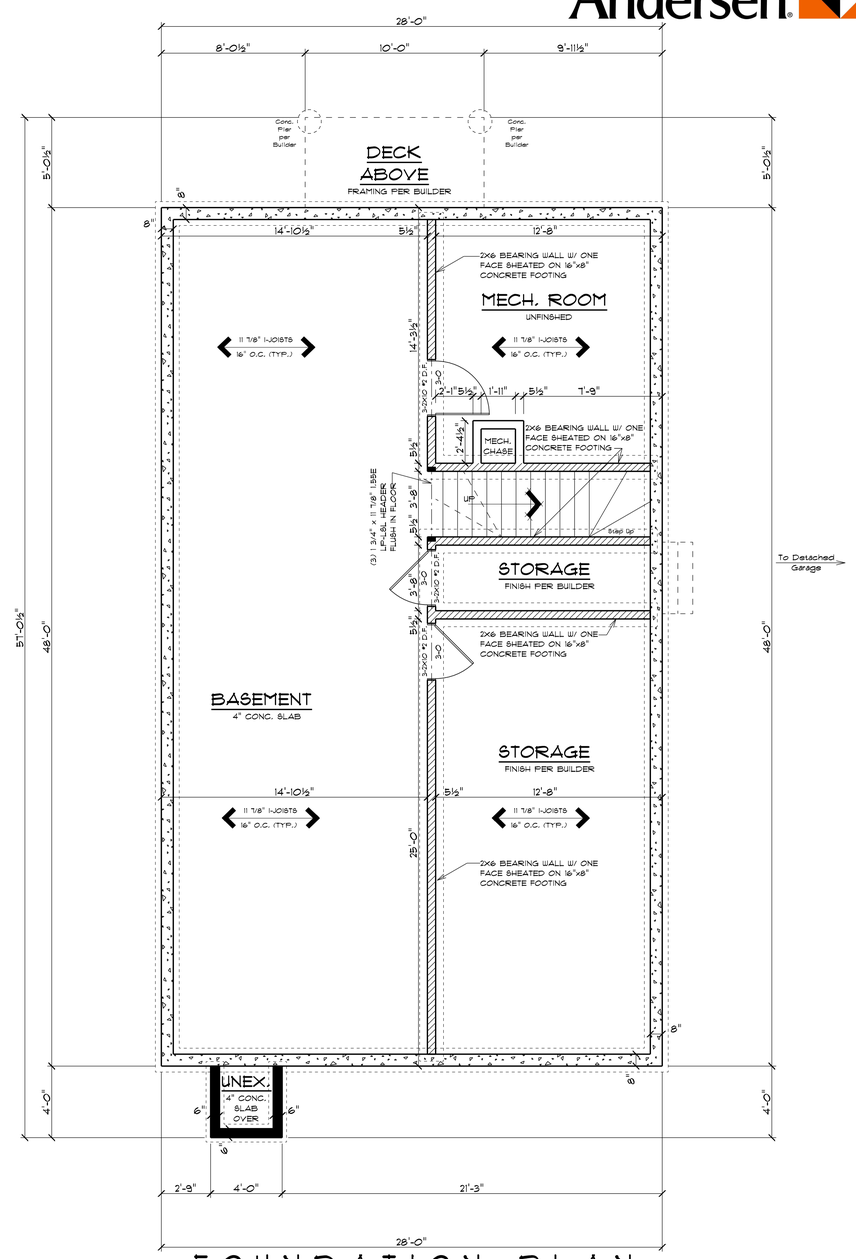
TYPICAL 2-STORY WALL SECTION

SCALE: 1/2" = 1'-0"



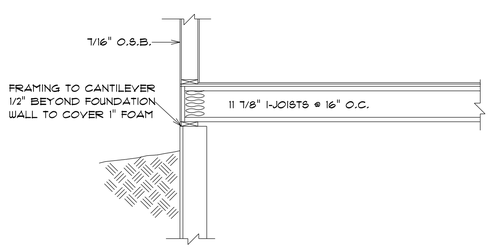
ROOF PLAN

SCALE: 3/16" = 1'-0"



FOUNDATION PLAN

8'-0" CONC. FOUND. WALL HGT.
1244 SQ. FT.



BOX SILL DETAIL

SCALE: 1/2" = 1'-0"

NOTES:

1. FOUNDATION WALLS:
   HOUSE: 8" POURED CONCRETE WALLS 8'-0" HIGH
   GARAGE: 6" POURED CONCRETE WALLS 4'-0" HIGH
2. THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
   BASEMENT WINDOWS — FLOOR DRAINS
   ELECTRIC SERVICES — WATER HEATER
   SUMP PIT & PUMP — FURNACE
3. BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS
4. POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE.
5. STEEL COLUMNS TO SUPPORT 12,000 LBS UNLESS NOTED OTHERWISE.
6. ASSUMED SOIL BEARING CAPACITY IS 3000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS.
7. FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3000 PSI CONCRETE. WALLS ARE DESIGNED PER UDC TABLE 21.18-B BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGN BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN IS THE RESPONSIBILITY OF FOUNDATION AND / OR GENERAL CONTRACTOR.

NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE, THROUGH FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS

Andersen WINDOWS • DOORS AW

SHEET 3 OF 4

DATE Nov. 9, 2016
SCALE 1/4" = 1'-0"
DRAWN Lee A. Wilcek
DRAWING NO. 16-182

REVISED July 19, 2017 LW

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DUPLEX
-LOT 1 ZIMMER DRIVE-

Design Services
3400 S. Ridge RD.
De Pere WI 54115
PHONE:(920)983-4200
FAX:(920)983-4200

TOTAL SERVICE DEVELOPMENT

PRO Build

NOTE:

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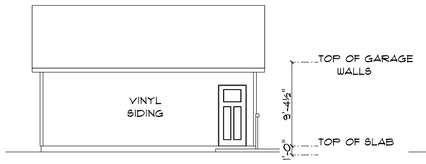
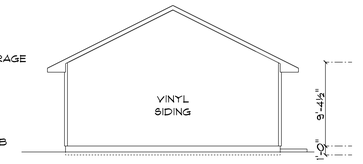
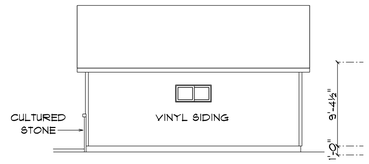


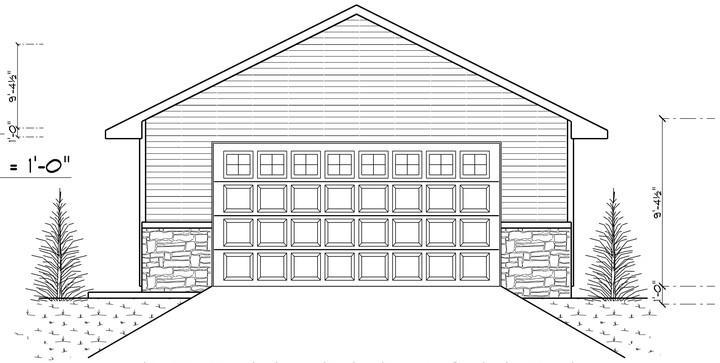
LEFT ELEV. 1/8" = 1'-0"



REAR ELEV. 1/8" = 1'-0"

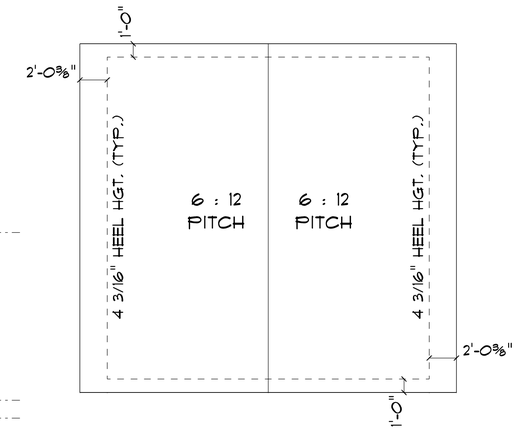


RIGHT ELEV. 1/8" = 1'-0"



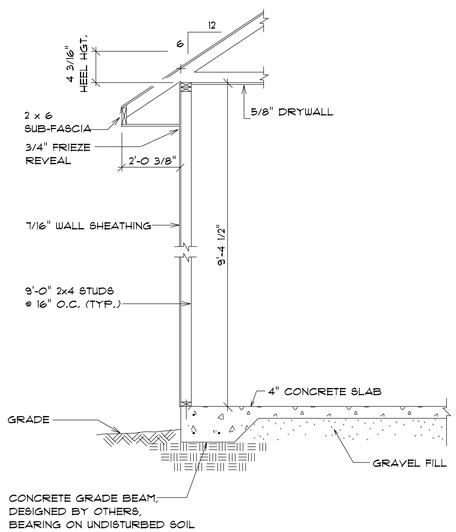
FRONT ELEVATION

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



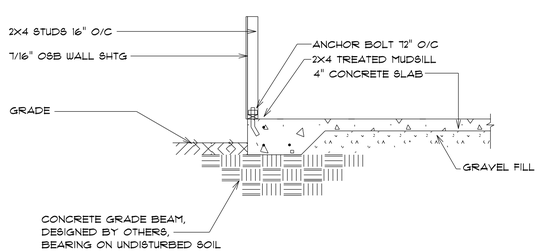
ROOF PLAN

SCALE: 3/16" = 1'-0"



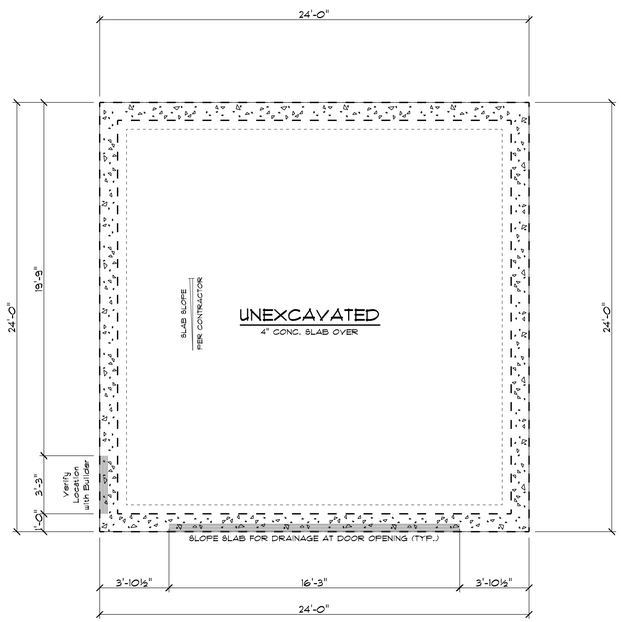
TYPICAL GARAGE WALL

-NOT TO SCALE-



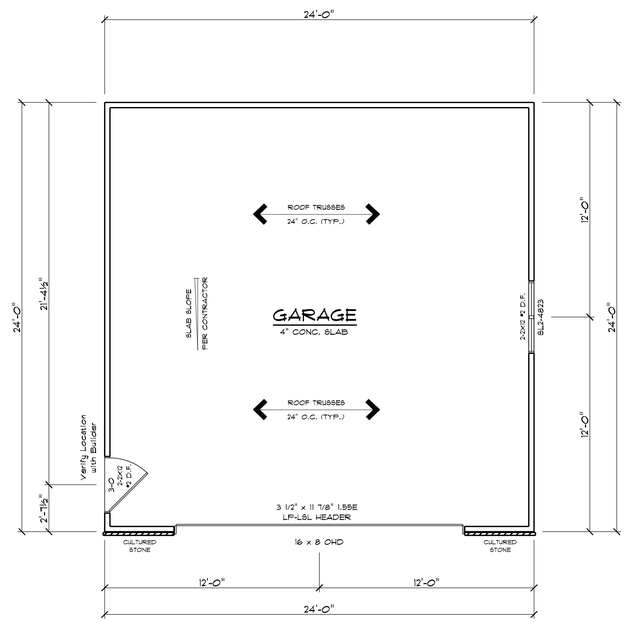
GRADE BEAM DETAIL

SCALE: 1/2" = 1'-0"



FOUNDATION PLAN

SLAB ON GRADE



FLOOR PLAN

9'-4 1/2" CLG. HGT.
576 SQ. FT.

NOTES:

1. FLOOR SYSTEM: GARAGE: SLAB ON GRADE WITH THICKEN PERIMETER
2. ROOF SYSTEM: WOOD TRUSSES 24" O.C.
   LOADING: TOTAL LOAD = 80#
   TCLL = 30#
   TCDL = 10#
   BCDL = 10#
   ROOF DEFLECTION: LL = L/240
   TL = L/180
   DURATION OF LOAD: 1.15%
3. STD. HEADERS: (2)-2x12 ★ DF
4. EXT. WALL STUDS: GARAGE: 2x6-108"
5. INT. WALL STUDS: GARAGE: 2x4-108"
6. WINDOW SIZES SHOWN ARE FOR SILVERLINE VINYL WINDOWS. SEE CATALOG FOR DETAILS
7. ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
8. BUILDER TO PROVIDE AN ATTIC SCUTTLE
9. FIRE SEPARATION MUST BE PROVIDED BETWEEN LIVING UNITS AND GARAGE. SEE CODE FOR DETAILS.
10. A MINIMUM OF DOUBLE TRIMSTUDS MUST BE USED FOR ALL OPENINGS 6'-0" AND LARGER.
11. THE CONDITIONS LISTED HERE ARE STANDARD FOR THIS PLAN. EXCEPTIONS ARE NOTED ON THE PLAN.
12. SEE TRUSS LAYOUT FOR FINAL GIRDER TRUSS LOCATION. GIRDERS SHOWN ON PLAN ARE IN APPROXIMATE LOCATION.

NOTE:

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NOTE:

ALL HEADERS ARE NOT DESIGNED TO CARRY BRICK LOADS ABOVE

Andersen WINDOWS • DOORS A-W

SHEET 4 OF 4

DATE Nov. 9, 2016
SCALE AS NOTED
DESIGN Lee A. Wacek
DRAWING NO. 16-182

REVISED
JULY 19, 2017 LW

Although every effort has been made in preparing these plans and checking them for accuracy, the contractor must check all details in the field and is responsible for the same.

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DUPLEX
-LOT 1 ZIMMER DRIVE-

Design Services
2400 S. Ridge Rd.
De Pere, WI 54115
PHONE/920.983.4000
FAX/920.983.4001

TOTAL SERVICE DEVELOPMENT

PRCBuild

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 4/18/2024

1:480

1 inch = 40 feet*

1 inch = 0.00758 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

N W E S

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Ronda Bitney

AGENDA ITEM # E.10

Consideration with possible action to approve a 90-day planning option to Murray Management Trust for the site located at 1127 Reber Street.

BACKGROUND

The site located at 1127 Reber Street (Tax Parcel 20-68) was purchased by the RDA in December 2020 for the purpose of eliminating blight and promoting new development.

Staff received a request for a 90-day planning option from Murray Management Trust to develop a single-family, two-story home with a single-car garage. The developer has offered to purchase the lot for $11,900. The execution of the Vacant Land offer to purchase and acceptance of the offer to be completed prior to development agreement. The developer is requesting title insurance, clarification of a metal fence, and access to the rear of the parcel via the alley.

Staff is recommending approval of the 90-day planning option with the developer agreeing to purchase the lot for $16,900 and title insurance to be provided at the buyers' expense. Staff will work with the developer to determine ownership of the fence.

RECOMMENDATION

To approve a 90-day planning option to Murray Management Trust for the site located at 1127 Reber Street for the purpose of developing a single-family, two-story home.

FISCAL IMPACT

ATTACHMENTS

1. LOI Offer to Purchase 20-68
2. GIS

Parcel 20-68

1127 Reber Street

April 21, 2024

Murray Management Trust, Theodore C & Roxanne M Murray, Trustees

3143 Rockcress Cir, Green Bay, WI 54311, Ted Murray, 920.639.0601, earthandbeyond@sbcglobal.net

Hello,

My wife and I would like to submit the following letter of intent to enter into a purchase agreement to buy and develop the lot currently owned by the Redevelopment Authority for the City of Green Bay referenced above. The offer amount for the lot is $11,900. We do understand the basis of your asking price $16,900 is assessed value for tax purposes. We feel the $11,900 represents a reasonable offer and the discount will allow for more flexibility in terms of the SF and finish of the home we are able to build on the lot.

Contingencies:

1. Execution of a "WB-13 Vacant Land Offer to Purchase" between Parties.

2. Receipt of a "Vacant Land Disclosure Report".

3. Property to be conveyed with a warranty deed and title insurance.

4. Clarification of the ownership of the metal fence on property line, along with the trees/shrubs along the metal fence that may need to be trimmed or removed.

5. Access is allowed to property from the rear via the alley and the alley is plowed by the City of Green Bay.

6. Construction bid does not exceed secured construction funds.

7. There are no property line disputes or encroachments from adjacent lots.

Our "design and use" for the lot is the construction of an approximately 1000-1200 SF single family home to sell or rent. We do not anticipate occupancy issues under either scenario.

Please find attached a preliminary site plan. While we have not completed the design of the home and construction plans, we have attached a visual concept of the type of home that we

are proposing to build on the lot. This is concept only and may not represent our final set of building plans. We hope to accommodate a single car attached garage serviced from the front of the lot. If we are unable to achieve an attached garage, the garage would be detached and serviced from either the front of the property or rear via the alley.

We are currently working with Kevin Verhagen, General Contractor, Black Diamond Builders, LLC, to develop and finalize building plans which will be sent out for bid. Black Diamond Builders built our home and we have a fantastic and proven working relationship with Kevin and his sub-contractors. It will be a 4-6 month design and build process. We hope to start the project this year and complete it in the spring of 2025. We have committed private construction funding for the project.

As you know there is a housing shortage in the City of Green Bay and across the nation. This project would back fill an empty lot, put the property back on the tax roll and add needed inventory the city's dwindling housing market.

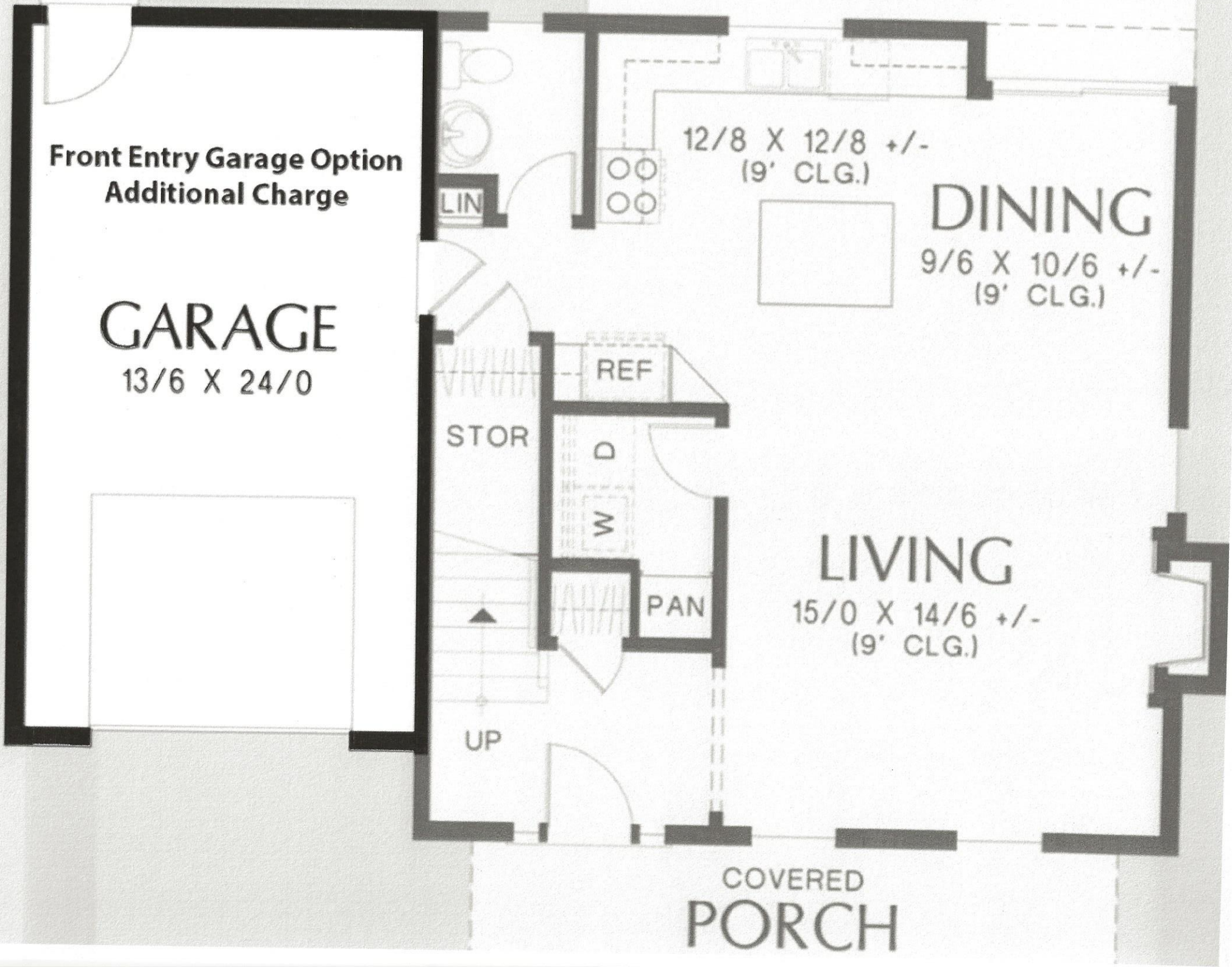
You may direct questions via the email or phone listed above.

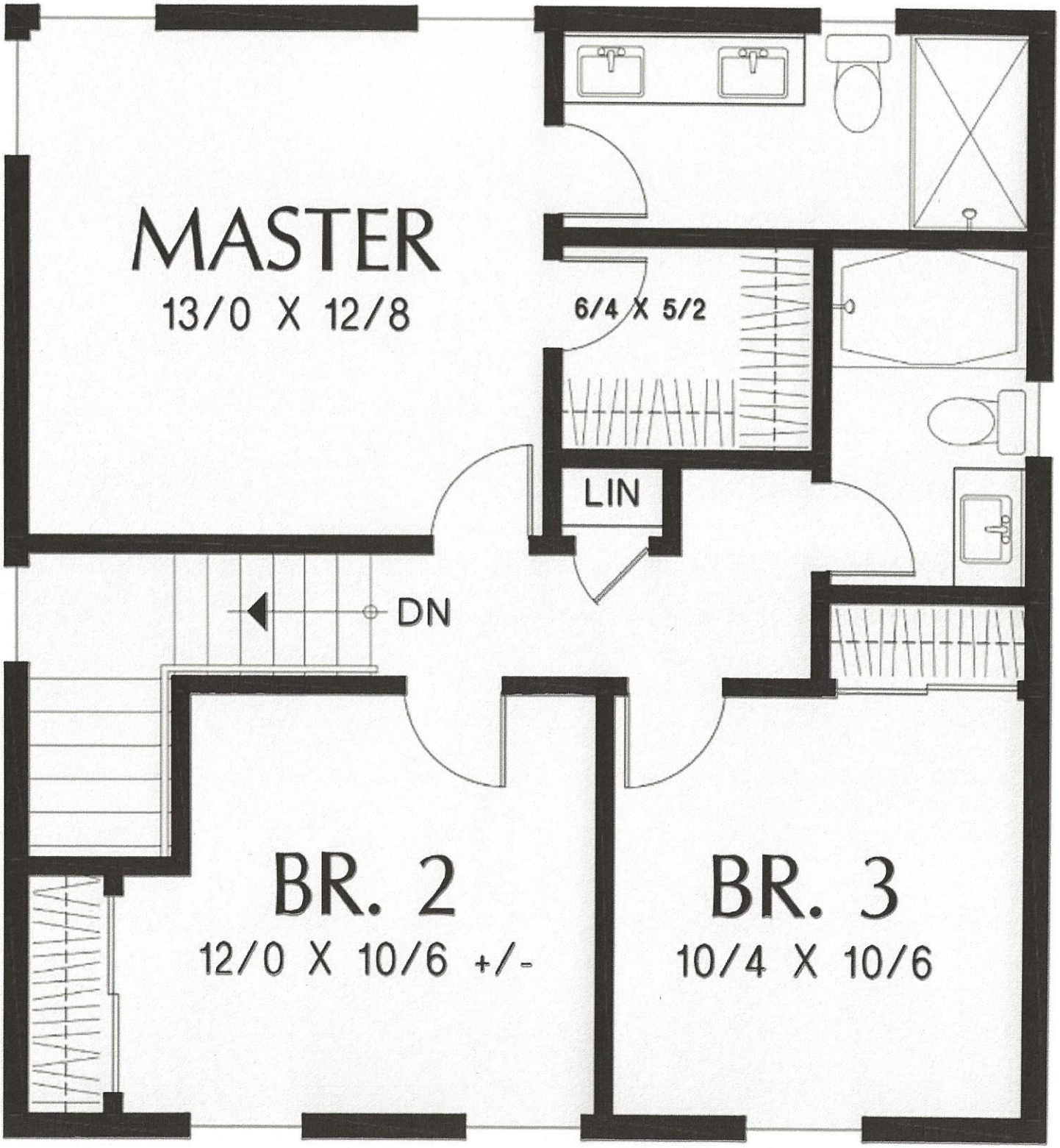
Thank you for your consideration.

Sincerely,

Ted & Roxanne Murray

HOME


Front Entry Garage Option
Additional Charge
GARAGE
13/6 X 24/0
LIN
12/8 X 12/8 +/-
(9' CLG.)
DINING
9/6 X 10/6 +/-
(9' CLG.)
REF
STOR
D
W
PAN
UP
LIVING
15/0 X 14/6 +/-
(9' CLG.)
COVERED
PORCH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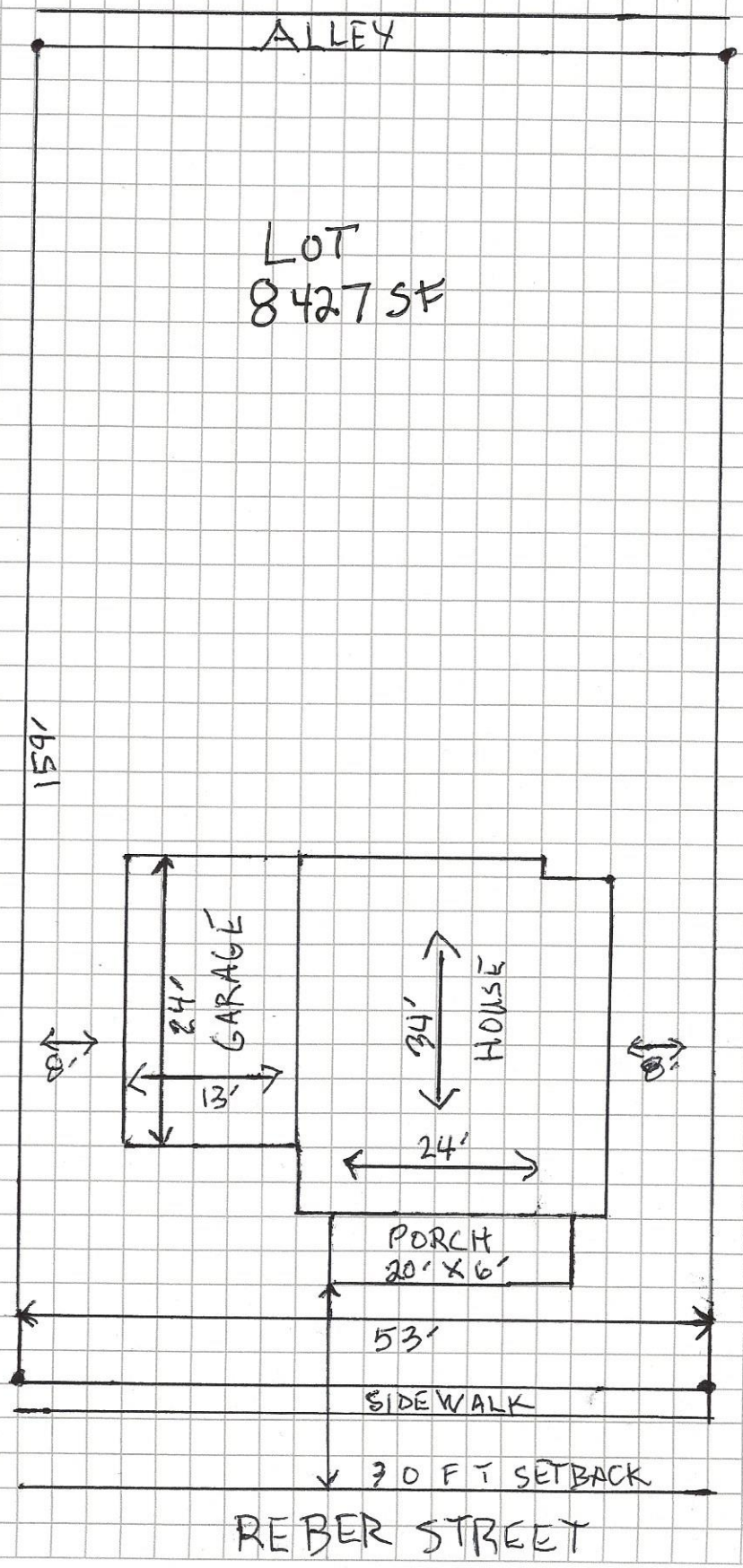

http://www.vertex42.com/WordTemplates/printable-graph-paper.html

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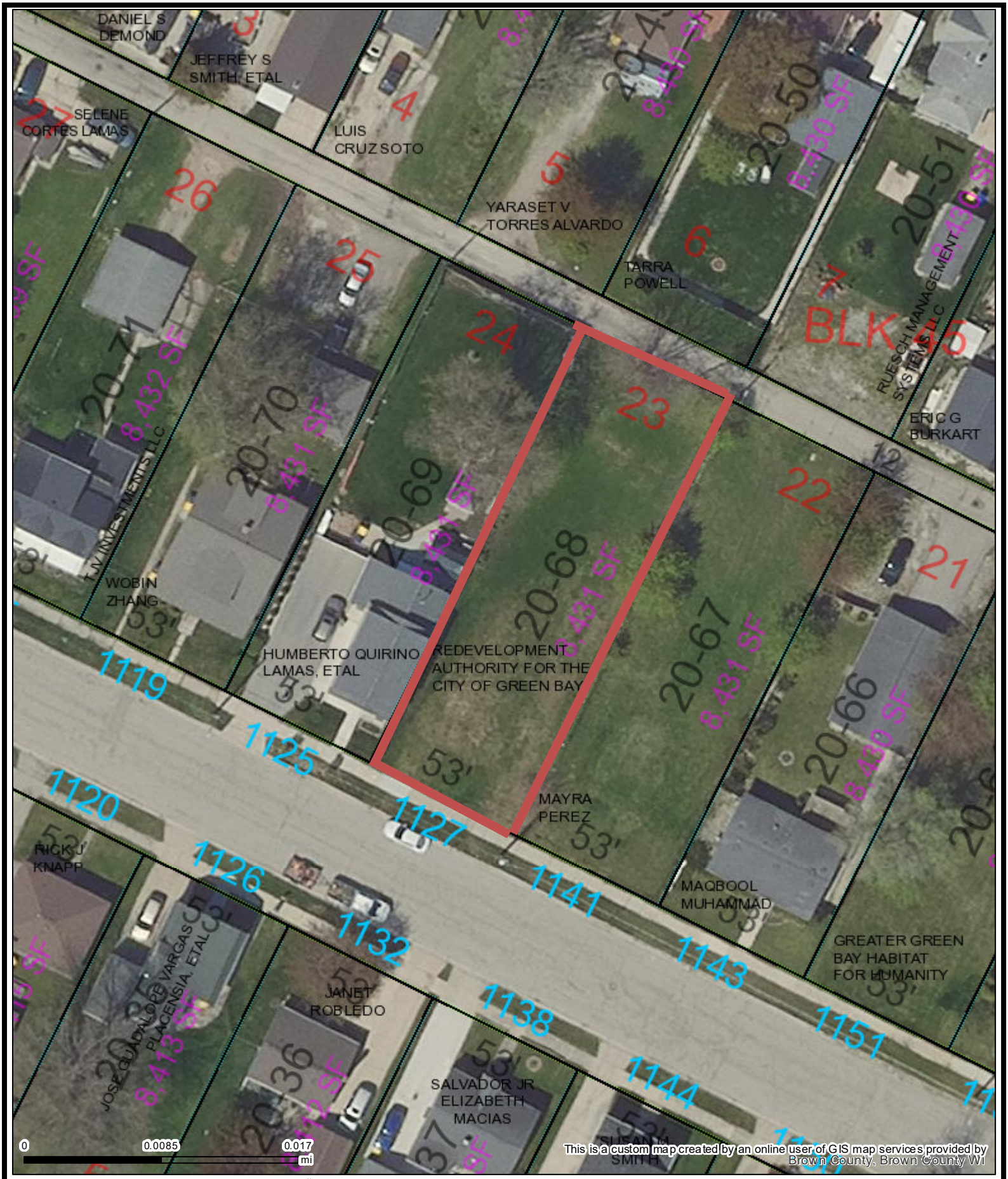

Part of Brown County WI

Map printed on 4/30/2024

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Krista Cisneroz, Staff

AGENDA ITEM # E.11

Consideration with possible action to award Community Development Block Grant (CDBG) funds for Public Service activities.

BACKGROUND

As part of the 2019, 2022, and 2023 Community Development Block Grant (CDBG) Annual Action Plans, the City allocated a total of $315,000.00 of entitlement and CARES funding for public service activities.

A competitive application process was used to make these funds available to qualified non-profit organizations who could administer public service activities in the City of Green Bay. We received 15 applications requesting a total of $753,794.00 in funding. An evaluation team was assembled to score the applications. The team gave preference to the highest scoring organizations who had not received CDBG funding in the past 5 years, until funds ran out. Staff recommend the following funding awards:

- Boys and Girls Club of the Bay & Lake Region - $35,000.00
- The Salvation Army of Greater Green Bay - $43,333.34
- NorthEast Wisconsin Community Clinic - $70,000.00
- We All Rise; African American Resource Center - $70,000.00
- Ecumenical Partnership - $43,333.33
- Community Services Agency Inc. - $43,333.33
- Manolin Foundation Limited - $10,000.00

Total of $315,000.00

The scoring template is included in the packet along with a summary report of all applications received.

RECOMMENDATION

To approve the award of Community Development Block Grant (CDBG) funds for Public Service activities.

FISCAL IMPACT

ATTACHMENTS

1. Copy of INDIVIDUAL Proposal Evaluation Forms
2. Application Evaluation Narrative Summary

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August XX, 2017

Evaluation Team Members Signatures Here:

_____

_____

Instructions: Each team member has evaluated and individually scored 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 per Vendor. Consensus scoring will be documented at the Team Evaluation Meeting. Evaluation Team members will discard their Individual Score Cards after this meeting. Note: vendors listed below are in no particular order.

Vendor A -

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	
30	Software Management & End-User Usability	
20	Capability and Experience of Vendor/Staff	
20	Pricing	
100	TOTAL ALL CATAGORIES	

Vendor B -

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	
30	Software Management & End-User Usability	
20	Capability and Experience of Vendor/Staff	
20	Pricing	
100	TOTAL ALL CATAGORIES	

Vendor C -

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	
30	Software Management & End-User Usability	

20	Capability and Experience of Vendor/Staff	
20	Pricing	
100	**TOTAL ALL CATAGORIES**	

GREEN BAY IT DEPARTMENT

SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP #2909

Evaluation Team Scorecards
(Individual with comments)

JULY / SEPTEMBER 2017

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

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Note: This is preliminary scoring.

Vendor: Martin Systems

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	20	Storage for Camera System 21-30 days. Confirming w/Koty Per specification 60 days. I confirmed on 8/30 with Koty that Martin is putting in all NEW cameras. On cameras with NEW locations Martin is putting in new wiring/cabling. On cameras that the location stays the same they are **re-using existing wiring/cabling - concern with this is** down the road we could have change orders due to wiring/cabling. Map is incomplete it is missing location # for cameras and FOV. 4 MP PTZ Camera.Total new camera's 48. **Alhua**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	10	Due to **past performance history** with the City listed below are issues we had with Martin's past performance. Mike Hronek was written as a reference so we included this as part of the scoring. Issues with Access Control for City hall. Communication - On previous access control project Martin did not **TEST** the system, a failure occured. The City had to cut the wiring to the system and call in Martin. Martin said they would be in in the am the next day and they did not show up until 5pm. Along with that, the system they demoed was NOT the system they supplied. They also double scheduled their staff (City and Municipal Court). Sales staff 21/Installers 15 & Service 10.
20	Pricing	20	Upgrade & Extended Warranty N/A Maintenance hrly rate after warranty Regular $90 After hours $135
100	**TOTAL ALL CATAGORIES**	50	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
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Note: This is preliminary scoring.

Vendor: Tyco Integrated Security

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	22	Camera's **Arecont** VisionDVR Exacq Access Control Web-connected Brivo. 200 brick mortar,10k employees 3,700 service personnel.Included BOM. Access Control complete NEW system. Map supplied with location of camera's no location numbers per camera or FOV. **Tyco will be using pre-existing wiring** and would be supplying **new wire to some locations not covererd.**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	15	Gave us general description of overal company. Did not supply team that will be dedicated to this project. References no municipalities.
20	Pricing	7	Upgrade & Extended Warranty Monthly payment $2,182.08 X 12 = $26,184 yr. Total cost of ownership with the extended warranty is excessive. Confirmed correct cost above. Maintenance hrly rate after warranty Regular $140 After hours $140
100	**TOTAL ALL CATAGORIES**	44	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

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Note: This is preliminary scoring.

Vendor: CEC Communications Engineering Company

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	18	Camera's used **Axis.** **According to map submitted missed FOV on Safety Hazard Area.** Not doing new access cards, only adding the one. Video is stand-alone Genetic w/own sofware interface Access using Facility Commander. New cables/wiring will be added to NEW cameras. BOM supplied. Map supplied camera location with location numbers per camera and FOV. **Confirmed they will be using all new cameras, wiring/cabling.**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	14	Due to past performance history with Metro Transit and using Patty Kiewiz as a reference we used past performance as part o f their scoring. On an issue with Metro's cameras with CEC it took CEC over two (2) week to get back with Patty. Because of their lack of sense of urgency Metro hired another contractor to fix the issue.
20	Pricing	7	Upgrade & Extended Warranty Maintennace for the software licensing 1st year is inclded ,thereafter annual cost is $585.00 Camera and storage server has three year parts warranty. Maintenance hrly rate after warranty Regular $140 After hours $210 40% of project cost deposit required
100	**TOTAL ALL CATAGORIES**	39	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

Evaluation Team Member Name: _____

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Vendor: ESG Enterprise Systems Group -

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	**Surveillance Camera System Functionality, Coverage and Support**	28	Cameras **Advidia** .Drawing w camera location and FOV. Replacing Access Control system w/Video Insight and Monitor Cast Eqp. 4 PTZ cameras. Using old existing door access controls plus one new door access. Supplying 44 total new cameras. 90 days of video storage**. All new cable supplied .**
30	Surveillance Camera System Functionality, Coverage and Support	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	16	Did not supply project team with experience etc. References are all municipalities.
20	Pricing	8	Upgrade & Extended Warranty Two (2) yrs $7,600 (Each yr $3,800 Maintenance hrly rate after warranty Regular $132 After hours $198 Annual Maintenance costs three yrs included
100	**TOTAL ALL CATAGORIES**	52	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

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Vendor:Videotronix Inc. VTI Security

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support		Considered **Non-Responsive** They did not submit Required Information on our RFP forms- they did not complete the City's specification on the RFP. Along with that they did supplied a map but it had no camera's,location of camera's or FOV.
30	Software Management & End-User Usability		" "
20	Capability and Experience of Vendor/Staff		" "
20	Pricing		" "
100	**TOTAL ALL CATAGORIES**		

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
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CONSENSUS SCORE CARD
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Vendor: SGTS Inc.

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	25	Cameras **Avigilon,** Access Control Allegion. Drawing with location of cameras but no location # per camera; supplied FOV. BOM included. **Replacing all cameras and all camera wiring. Confirmed - Proposal provides one new card reader w/electri strike which intigrates into our existing access conrol system.**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	19	References are all municipalities. Did not supply any project management team/staff which will be dedicated to this project.
20	Pricing	10	Upgrade & Extended Warranty N/A Maintenance hrly rate after warranty Regular $87.50 After hours $131.25 Camera warranty 3 yrs.
100	**TOTAL ALL CATAGORIES**	54	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

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Note: This is preliminary scoring.

Vendor: Camera Corner

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	29	**Supplying all NEW cameras,door access controls,door acess software and hardware.** Cameras supplied **Arecont** Vision.**Will replace all cabling with new.** Have two (2) different systems that integrate together Paxton/Milestone. If want to upgrade one will NOT effect other system. BOM supplied. Completely replacing the current access control system with new **Paxton** Access Control along with all existing door controllers, readers and cabling server and sofware. **BOM is included.Drawing includes FOV, location of cameras and location # per camera.**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration.
20	Capability and Experience of Vendor/Staff	18	Program management will have dedicated account executive and own dedicated account person along with inside sales support team. Municipality references. Also excellent past performance reference from Mike Hronek.
20	Pricing	12	Upgrade on software 1st yr free then $775yr after. Upgrade & Extended Warranty $1334.50 per year and for two (2) yrs total is $2669.00 for all cameras All cameras have a standard three yr warranty. (does not include labor). Maintenance hrly rate after warranty Regular $100 After hours $150-$200.
100	**TOTAL ALL CATAGORIES**	59	

Green Bay Metro Transit
SURVEILLANCE CAMERA AND ACCESS CONTROL SYSTEM SOLUTION
RFP # 2909
CONSENSUS SCORE CARD
TEAM EVALUATION MEETING: August 30, 2017

Evaluation Team Member Name: _____

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Vendor: Baycom

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
30	Surveillance Camera System Functionality, Coverage and Support	29	Proposed 54 cameras.IndigoVision cameras have great compression which saves on storage space on network and servers. Supplied BOM. Map with location of cameras, camera location numbers did not supply FOV. Will be reusing current 14 doors and sofware. Will be adding one (1) new door access control and lic for that . **Installing all new wiring for cameras.**
30	Software Management & End-User Usability	0	Gave everyone same score of ZERO cannot score without demonstration. Confirmed software for camera is iPhone and Android accessable App is Mobile Center.
20	Capability and Experience of Vendor/Staff	19	Supplied Project Management timelinew/hours days times. All references were municipalaties.
20	Pricing	7	Upgrade & Extended Warranty Available by request. Maintenance hrly rate after warranty Regular $95 After hours $142.5
100	**TOTAL ALL CATAGORIES**	55	

SURVEILLANCE CAMERA & ACCESS CONTROL SYSTEM SOLUTION
#2909 RFP Scoring Sheet

Surveillance Camera & Access Control System Solution
RFP #2909
ISSUED: 7/20/2017 DUE: 8/16/2017
CC: 68000
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	-------->	-------->	-------->	-------->	-------->	-------->	-------->
		BayCom	Camera Corner	SGTS	ESG	Martin Security	TYCO	CEC	VTI
30	Surveillance Camera System Functionality, Coverage & Support	28	22	21	22	20	22	18	Non-Responsive
30	Software Management & End-User Usability	28	25	26	22	0	0	0	
20	Capability & Experience of Vendor/Staff	19	19	19	14	10	15	14	
20	Pricing	7.19	11.66	10.44	7.73	20.00	7.14	7.37	
	Vendor Scores Total possible points = 100	82.19	77.66	76.44	65.73	50.00	44.14	39.37	0
	Cost	$125,600.00	$77,411.00	$86,489.00	$116,763.00	$45,145.00	$126,512.22	$122,540.00	

RECOMMENDATION:
Award this project to BayCom, the highest scoring vendor that provided the best overall design solution and value.

NOTES: **The City issued a Request for Propsal (RFP)** and received eight (8) proposals. After initial evaluation, the evaluation team determined VTI to be non-responsive. The team then scored the remaining seven (7) vendors and choose the four (4) highest scoring vendors (per evaluation criteria in the RFP) in for presentations/demonstrations on their solution.

Vendors' oral presentations/demo's were held the week of 9/21/17. The evaluation team met and discussed the vendor's proposal's, design solutions and their oral presentations/demonstrations. The team scored each vendor per the evaluation criteria and detremined BayCom to provide the best overall design solution and value for this project.

Green Ba
SURVEILLANCE CAMERA AND A
RF
CONSENSU
TEAM EVALUATION ME

Instructions: Each team member will evaluate & score each
allowable points are listed in the left column per each catego
cons or comments. You will use these completed scorecard
Note: This is preliminary scoring.

Vendor: M

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	18

30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	10
20	Pricing	20
100	**TOTAL ALL CATAGORIES**	48

Green Ba
SURVEILLANCE CAMERA AND A
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TEAM EVALUATION ME

Instructions: Each team member will evaluate & score each
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cons or comments. You will use these completed scorecard
Note: This is preliminary scoring.

Vendor: Tyco I

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	18
30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	15

20	Pricing	7
100	**TOTAL ALL CATAGORIES**	40

Green Ba
SURVEILLANCE CAMERA AND A
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TEAM EVALUATION ME

Instructions: Each team member will evaluate & score each
allowable points are listed in the left column per each categ
cons or comments. You will use these completed scorecard
Note: This is preliminary scoring.

Vendor: CEC Communica

Possible Points	Categories	Points awarded to this vendor

30	Surveillance Camera System Functionality, Coverage and Support	18
30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	14
20	Pricing	7

100	TOTAL ALL CATAGORIES	39

Green Ba
SURVEILLANCE CAMERA AND A
RF
CONSENSU
TEAM EVALUATION ME

Evaluation Team Member Name: _____

Instructions: Each team member will evaluate & score each
allowable points are listed in the left column per each catego
cons or comments. You will use these completed scorecard
Note: This is preliminary scoring.

Vendor: ESG Enter

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	22

30	Sofware Management & End-User Useability	0
20	Capability and Experience of Vendor/Staff	14
20	Pricing	8
100	**TOTAL ALL CATAGORIES**	44

Green Ba
SURVEILLANCE CAMERA AND A
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Note: This is preliminary scoring.

Vendor:Videotro

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	
30	Software Management & End-User Usability	
20	Capability and Experience of Vendor/Staff	
20	Pricing	
100	**TOTAL ALL CATAGORIES**	

Green Ba
SURVEILLANCE CAMERA AND A
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Vendor

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	25

30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	19
20	Pricing	10
100	**TOTAL ALL CATAGORIES**	54

Green Ba
SURVEILLANCE CAMERA AND A
RF
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Vendor: C

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	29

30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	18
20	Pricing	12
100	**TOTAL ALL CATAGORIES**	59

Green Ba
SURVEILLANCE CAMERA AND A
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cons or comments. You will use these completed scorecard
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Vendo

Possible Points	Categories	Points awarded to this vendor
30	Surveillance Camera System Functionality, Coverage and Support	29

30	Software Management & End-User Usability	0
20	Capability and Experience of Vendor/Staff	19
20	Pricing	7
100	**TOTAL ALL CATAGORIES**	55

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

vendors RFP responses per the categories below. Maximum ory with maximum of 100 total points possible. List your +pros, - ds to assist in the Consensus Scoring process on 09/21/2017.

lartin Systems

Comments/ +Pros / -Cons
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Gave everyone same score of ZERO cannot score without demonstration.
Due to **past performance history** with the City listed below are issues we had with Martin's past performance. Mike Hronek was written as a reference so we included this as part of the scoring. The week of 9/18 they did not show up for a meeting with Mike HronekIssues with Access Control for City hall. Communication - On previous access control project Martin did not **TEST** the system, a failure occured. The City had to cut the wiring to the system and call in Martin. Martin said they would be in in the am the next day and they did not show up until 5pm. Along with that, the system they demoed was NOT the system they supplied. They also double scheduled their staff (City and Municipal Court). Sales staff 21/Installers 15 & Service 10.
Upgrade & Extended Warranty N/A Maintenance hrly rate after warranty Regular $90 After hours $135

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

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Integrated Security

Comments/ +Pros / -Cons
Camera's **Arecont** VisionDVR Exacq Access Control Web-connected Brivo. 200 brick mortar,10k employees 3,700 service personnel.Included BOM. Access Control complete NEW system. Map supplied with location of camera's no location numbers per camera or FOV. **Tyco will be using pre-existing wiring** and would be supplying **new wire to some locations not covererd.**
Gave everyone same score of ZERO cannot score without demonstration.
Gave us general description of overal company. Did not supply team that will be dedicated to this project. References no municipalities.

Upgrade & Extended Warranty Monthly payment $2,182.08 X 12 = $26,184 yr. Total cost of ownership with the extended warranty is excessive. Confirmed correct cost above.
Maintenance hrly rate after warranty
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ACCESS CONTROL SYSTEM SOLUTION
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Comments/ +Pros / -Cons

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US SCORE CARD
EETING: September 21, 2017

vendors RFP responses per the categories below. Maximum
ory with maximum of 100 total points possible. List your +pros, -
ds to assist in the Consensus Scoring process on 09/21/2017.

prise Systems Group -

Comments/ +Pros / -Cons
Cameras **Advidia** .Drawing w camera location and FOV. Replacing Access Control system w/Video Insight and Monitor Cast Eqp. Supplying 4 PTZ cameras. Supplying 46 total new cameras. 90 days of video storage. All new cable supplied . **●Good FOV under canopy. ●In presentation they stated that the camera's covering the canopy would capture faces.** **●After Presentation we scored ESG a 22 This is due to lack of coverage in garage.**

Server can hold up to 90 days of video storage. **●Software did not seem user friendly, (why).** **●The samples Blake gave, were not applicalbe to our application. He ZOOMED in on a street with traffic.** **●Expandability ?**
Did not supply project team with experience etc. References are all municipalities. **After Presentation we scored @14. this was due to ESG's team they seemed to not be knowledgeable on the camera software. They relied too much on (Blake) from Panasonic who was presenting via phone. VIMonitor Plus software.**
Upgrade & Extended Warranty Two (2) yrs $7,600 (Each yr $3,800 Maintenance hrly rate after warranty Regular $132 After hours $198 Annual Maintenance costs three yrs included

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

vendors RFP responses per the categories below. Maximum ory with maximum of 100 total points possible. List your +pros, - ds to assist in the Consensus Scoring process on 09/21/2017.

nix Inc. VTI Security

Comments/ +Pros / -Cons
Considered **Non-Responsive** They did not submit Required Information on our RFP forms- they did not complete the City's specification on the RFP. Along with that they did supplied a map but it had no camera's,location of camera's or FOV.
" "
" "
" "

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

vendors RFP responses per the categories below. Maximum ory with maximum of 100 total points possible. List your +pros, - ds to assist in the Consensus Scoring process on 09/21/2017.

: SGTS Inc.

Comments/ +Pros / -Cons
Cameras **Avigilon,** Access Control Allegion. Drawing with location of cameras but no location # per camera; supplied FOV. BOM included. Replacing all cameras and all camera wiring. Confirmed - Proposal provides one new card reader w/electri strike which intigrates into our existing access conrol system. After presentation: their solution on the Field of View to capture activity in the Hallway was not acceptable. Along with no capture of the activity off the West End of the canopy, office area and vault were not covered.

●We liked the dewarping function on the software but you had to export it before you could dewarp the picture.
●It was nice that the ability of the fisheye you could focus on an object and break down w thumbnail. But you had to manually do this which would tie up Metro rescources.
●Their software had the ability to have only five (5) concurrent logins at once. This could be an issue with Metro Transit.
●Their system did not have active directory integration. We could only add nine (9) cameras additional cameras we would have to invest in another server. ●If we add eight (8) cameras we hae to go to the next level on software/server. Limited growth without an investment. ●Web APP is Gateway.Ability to view from IPhone,IPad remote access.

References are all municipalities. Did not supply any project management team/staff which will be dedicated to this project.

Upgrade & Extended Warranty N/A
Maintenance hrly rate after warranty
Regular $87.50
After hours $131.25
Camera warranty 3 yrs.

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

vendors RFP responses per the categories below. Maximum ory with maximum of 100 total points possible. List your +pros, - ds to assist in the Consensus Scoring process on 09/21/2017.

amera Corner

Comments/ +Pros / -Cons
Supplying all NEW cameras,door access controls,door acess software (Paxton) and hardware. Cameras supplied Arecont Vision.Will replace all cabling with new. Have two (2) different systems that integrate together Paxton/Milestone. If want to upgrade one will NOT effect other system. BOM supplied. Completely replacing the current access control system with new **Paxton** Access Control along with all existing door controllers, readers and cabling server and sofware. **●BOM is included.** **●Drawing includes FOV, location of cameras and location # per camera. You cannot pan,zoom, tilt on camera but can on exported digital copy.** **●Can do smart search?** **●Easy to select camera for past situations.** **●You cannot share bookmarks on web based.**

●Could not supply demo of sample app for Iphone,Ipad or mobile devices. ●Capability of app is spotty. Asked for this in demo/presentation and sent an e-mail as well requesting this without any response relating to this. ●Software seem redundant, there was a lot of clicking that had to be done to get to were you needed to go. ●Application for the PTZ camera???? Video wall PTZ ????
Program management will have dedicated account executive and own dedicated account person along with inside sales support team. Municipality references. Also excellent past performance reference from Mike Hronek. ●**Training - will supply four (4) training sessions two (2) for camera software and two (two) for Access control software.**
Upgrade on software 1st yr free then $775yr after. Upgrade & Extended Warranty $1334.50 per year and for two (2) yrs total is $2669.00 for all cameras All cameras have a standard three yr warranty. (does not include labor). Maintenance hrly rate after warranty Regular $100 After hours $150-$200.

ay Metro Transit
ACCESS CONTROL SYSTEM SOLUTION
FP # 2909
US SCORE CARD
EETING: September 21, 2017

ı vendors RFP responses per the categories below. Maximum ory with maximum of 100 total points possible. List your +pros, - ds to assist in the Consensus Scoring process on 09/21/2017.

r: Baycom

Comments/ +Pros / -Cons
Proposed 54 cameras.IndigoVision cameras have great compression which saves on storage space on network and servers. Supplied BOM. Map with location of cameras, camera location numbers did not supply FOV. Will be reusing current 14 doors and sofware. Will be adding one (1) new door access control and license. **●Supplied FOV map for presentaion.** **●Installing all new wiring for cameras.** **●Proposal has excellent coverage, entire garage,canopy, hallway office. ●Supplying fifty-four (54) total new camers. Twenty (20) , Fisheye cameras. ●For license plate capture using Fisheye along with PTZ to make sure to capture license plate.**

Gave everyone same score of ZERO cannot score without demonstration. Confirmed software for camera is iPhone and Android accessable App is Mobile Center. **● Web based application available.** **●Their interface (Control Center) workstation can be used by multiple users, (unlimited device connections, workstations and NVR connections) no viewing license or restrictions,real-time, playback etc. ●Very user friendly, easy as drag & drop. on the mobile app can view live camera real-time.** **●For future growth their Network storage Device can accommodate 60 days along with above the 20% growth.** **●Supply FREE training every six (6) months.** **●For investigating an incident BayCom has a feature called the Pursuit mode which will be a very efficient tool at Metro Transit.** **●You can pan, tilt and zoom directly on the camera, you do not have to export and then work with your exported slide.** **●Camera has on going software maintenance which provides software and firmware updates for hardware and video system it**
Supplied a comprehensive Project Management timelinew/hours days times. All references were municipalaties.
Upgrade & Extended Warranty Available by request. Maintenance hrly rate after warranty Regular $95 After hours $142.5

0

Green Bay Redevelopment Public Service Grant
TEAM EVALUATION

Instructions: Each team member will evaluate & score each application 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.

Vendor:

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
20	**Alignment with Purpose** – Provide a clear and concise description of the activity in your application that you are offering and how the activity qulifies as a CDBG eligible activity and aligns with CDBG Public Service Grant Fact Sheet and Funding Policy.		
20	**Community Need-** Indentifies the community need for the proposed activity.		
10	**Organization Capacity-** Previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities, organizational chart and number of employees.		
30	**Impact in the Community**-List the service/activity (s) you are quoting herein, how many individuals and families this service will impact. List any other information you feel is relevant to your organizations impact in the Community.		
10	**Budget** - Cost of funds needed to complete this Activity/ Service. Proposal cost will be scored on the basis of that which provides the best overall value to the City/Clients.		
10	**Staff Qualifications** – List of employees with titles and resumes attached.		

100		**0**	

Application Evaluation Summary

Applicant	Project	Funding Request	Staff Recommendation
Boys and Girls Club of the Bay & Lakes Region	**Teen Engagement Strategy** • Establish a new Teen Engagement Specialist position who will work closely with community's tweens and teens to develop, establish and purse personal goals involving academic success, life and workforce readiness, and the attainment of self-sufficiency in adulthood	$35,000.00	Award $35,000.00
The Salvation Army of Greater Green Bay	**Rental Assistance** • Provide rental assistance to households who are low-income and at risk of homelessness	$70,000.00	Partial Award $43,333.34 Activity proposed same as 2 others so funding was divided evenly.
Legal Action of Wisconsin, Inc.	**Housing Stability and Community Improvement** • Project staff will engage with low-income clientele in direct representation of and strategic litigation	$70,000.00	No award, received funding within the last 5 years.

	directly related to a person's housing safety or stability		
NorthEast Wisconsin Community Clinic	**Outreach Mobile Health Care** • The N.E.W. Community Clinic mobile unit will bring medical, dental, behavioral health, WIC, and ancillary services to patients who have transportation issues and are unable to come to the N.E.W. Clinic locations.	$70,000.00	Award $70,000.00
We All Rise; African American Resource Center	**Elevating Culturally Specific Organizations for Community Change** • Funding to hire an Intake and Resource Specialist for new referral paperwork and relationships for trauma-informed referrals.	$70,000.00	Award $70,000.00
Ecumenical Partnership	**Eviction Prevention Program** • Provide case management and emergency rental assistance for families at risk of eviction due to temporary financial constraints.	$60,000.00	Partial Award $43,333.34 Activity proposed same as 2 others so funding was divided evenly

Family & Childcare Resources of N.E.W.	**Good Start Grants** • Provide financial assistance for eligible families in the City of Green Bay to ensure they have access to quality affordable childcare. Targeting median income families.	$70,000.00	No Award, target family incomes to high for CDBG funding
Newcap Inc	**Mobile Shower Truck** • Provide private shower rooms specifically designed for the purpose, allowing those experiencing homelessness to keep warm and take showers by themselves.	$51,788.00	No award, received funding within the last 5 years
Community Services Agency Inc (COMSA)	**Empowering Refugee and Immigrant Families** • Provide transitional housing support for immigrant and refugee families who have recently arrived in Green Bay or have relocated from other states.	$69,006.00	Partial Award $43,333.34 Activity proposed same as 2 others so funding was divided evenly
Mandolin Foundation Limited	**Celebrating Families** • Provide program, aimed at fostering a healthy, addition-free environment for families impacted by substance use and mental health challenges.	$10,000.00	Award $10,000.00

Evergreen Theater	**Evergreen Community Works Outreach** • Provide a community outreach program which uses theater and the arts to help combat social isolation, encourage community involvement, encourage use of public transportation, and create awareness of community resources.	$40,000.00-$110,000.00	No award, not enough funding to allocate to the total project
NeighborWorks Green Bay	**NeighborWorks Green Bay HomeOwnership Center** • Provide support to individuals and families at any stage in their homeownership journey. Provide tools to navigate the complicated homebuyer process and prepare for owning their own home.	$20,000.00	No award, not enough funding to allocate to the total project
Third Space Green Bay	**Launch Third Space Green Bay Inc** • Provide a transformative, trauma-informed, and inclusive community space that upholds communal health, especially with Black Indigenous People of Color (BIPOC) and queer communities.	$60,000.00	No award, not enough funding to allocate to the total project

Exceptional Equestrians	**Hippotherapy** • Provide hippotherapy, a powerful intervention that can dramatically improve function and quality of life for people age 2 through adult with variety of diagnosis health issues.	$38,000.00	No award, not enough funding to allocate to the total project
NAMI Brown County	**NAMI Annual Community Picnic** • Provide funding for the NAMI Annual Picnic, food and beverage, bingo, door prizes, and free ride tickets to all participants.	$20,000.00	No award, not enough funding to allocate to the total project

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Krista Cisneroz, Staff

AGENDA ITEM # E.12

Consideration with possible action on a substantial amendment to the 2023 Annual Action Plan to reallocate $260,000.00 of Home Improvement Loan Program funding to Infrastructure and Park Improvements in CDBG Areas.

BACKGROUND

As part of the City of Green Bay's 2023 Annual Action Plan under the Community Development Block Grant (CDBG), the City allocated $139,400.00 to the Home Improvement Loan Program along with $120,600.00 in Program Income received during the year. Due to this funding program not being fully utilized, staff is recommending a substantial amendment to the 2023 Plan with a transfer of $260,000.00 to Infrastructure and Park Improvements in CDBG Areas budget to support funding for Bay Beach Park Improvements.

The Parks, Recreation and Forestry Department is requesting $260,000.00 in Community Development Block Grant funding for Bay Beach Amusement Park Improvements. If approved, this funding will be used to purchase the following items:

- Large shade umbrellas and benches for the proposed seating areas in the new accessible playground that will open in 2024.
- Enough steel track and wood timbers to replace the existing west end pedestrian train track that runs past the Zippin Pippin. A wider track width using heavier gauge steel will need to be constructed to accommodate the new passenger trains that were recently donated to the City. Enough steel and timbers will be purchased to also expand the track further west to the newly constructed all-accessible playground.
- A new west end train depot prefabricated station building to be placed near the accessible playground and west parking lot. This new station and track expansion will create an easy access route by passenger train from the main ride area to the new playground and parking lot.

Although the Home Improvement Loan Program has been and continues to be very successful with assisting homeowners in making needed repairs to their properties at an affordable rate, there are delays and contractor shortages occurring, and the CDBG funds are not being spent in a timely manner. The program will still have a budget of $100,000.00 after the transfer.

RECOMMENDATION

To approve a substantial amendment to the 2023 Annual Action Plan to reallocate $260,000.00 of Home Improvement Loan Program to Infrastructure and Park Improvements in CDBG Areas.

FISCAL IMPACT

ATTACHMENTS

1. CD 24 Bay Beach Funding

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

05/09/24

To: Krista Cisneroz

From: Dan Ditscheit

Re: Proposed CD Funding for Bay Beach Amusement Park

CC: Cheryl Renier-Wigg
Kaurie Mihm

The Parks, Recreation and Forestry Department is requesting $260,000 in Community Development Block Grant funding for Bay Beach Amusement Park. If approved, this funding will be used to purchase the following items.

- Large shade umbrellas and benches for the proposed seating areas in the new all-accessible playground that will open in 2024.
- Enough steel track and wood timbers to replace the existing west end pedestrian train track that runs past the Zippin Pippin. A wider track width using a heavier guage steel will need to be constructed to accommodate the new passenger trains that were recently donated to the City. Enough steel and timbers will be purchased to also expand the track farther west to the newly constructed all-accessible playground.
- A new west end train depot prefabricated station building and associated railings to be placed near the all-accessible playground and west parking lot. This new station and track expansion will create an easy access route by passenger train from the main ride area to the new playground and parking lot.

Please note that all of these items will be purchased using the proposed Community Development Block Grant funding and installed by Park Staff. All of these items can be purchased, delivered and paid for by November, 2024.

Dan Ditscheit
Parks, Recreation & Forestry Director

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Krista Cisneroz, Staff

AGENDA ITEM # E.13

Consideration with possible action on the award of CDBG contract CD24-01 Farlin Park Site Redevelopment Phase 1 to the low qualified bidder, Vinton.

BACKGROUND

As part of the City of Green Bay's 2023 Annual Action Plan, CDBG funding was budgeted for Infrastructure and Park Improvements in CDBG Eligible Areas. The RDA approved a CDBG allocation of $250,000.00 for Farlin Park improvements, $45,000.00 of which is approved for the purchase of an open shelter, and the remaining $205,000.00 will be applied to contract CD24-01 Farlin Park Site Redevelopment Phase 1. The balance of funds will be supplied by ARPA and bonding.

A request for bids was released and the City of Green Bay received the following three bids:

	Vinton	Highway Landscapers	Advance
Base Bid	$563,171.83	$596,271.20	$719,629.10
Alt. 1 Add (site lighting)	$18,500.00	$18,500.00	$18,500.00
Alt 2 Add (art sculptures)	$18,450.00	$13,815.00	$15,300.00

Park staff reviewed the bids and determined all bids were responsive and complete. At this time, they recommend awarding the contract to the low qualified bidder, Vinton, in the total amount of $600,121.83.

RECOMMENDATION

To approve CDBG contract CD24-01 Farlin Park Site Redevelopment Phase 1 to the low qualified bidder, Vinton.

FISCAL IMPACT

ATTACHMENTS

1. CD 24-01 Farlin Park Site Redevelopment Phase 1 (002)

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

05/07/24

To: Krista Cisneroz

From: Kaurie Mihm, PLA

Re: CD 24-01 Farlin Park Site Redevelopment Phase 1

CC: Dan Ditscheit, PLA
Cheryl Renier-Wigg
Laura Schley

The Parks, Recreation and Forestry Department is looking for approval to award CD 24-01 Farlin Park Site Redevelopment Phase 1. The scope of this project includes the installation of a new open shelter, splash pad, basketball court, lighting, ADA accessible pavement, utilities, sculpture footings, stormwater management features, and restoration. It also includes the removal of the existing basketball court. This project has already been approved by Parks Committee and City Council through the master plan approval.

The RDA approved the use of Community Development Block Grant (CDBG) funding for part of the Phase 1 improvements for this project. The remaining funding has been secured from ARPA and bonding. The City received the following three (3) bids:

	Vinton	Highway Landscapers	Advance
Base Bid	$563,171.83	$596,271.20	$719,629.10
Alt. 1 Add (site lighting)	$18,500.00	$18,500.00	$18,500.00
Alt 2 Add (art sculptures)	$18,450.00	$13,815.00	$15,300.00

The Park Department staff recommends the award of CD 24-01 Farlin Park Site Redevelopment Phase 1, Alt. 1 Add (site lighting) and Alt. 2 Add (art sculptures) to the low qualified bidder, Vinton.

Kaurie Mihm, PLA

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.14

Consideration with possible action to approve the emergency repairs to the KI Convention Center HVAC systems for $29,864.00.

BACKGROUND

After the April RDA meeting, the heating systems went down in a portion of the KI Convention Center. Due to lead time needed for materials to be ordered and the need to repair the system as soon as possible, I approved the ordering of materials and repair work. These repairs were made, and the system is back up and functioning. Public Works staff had oversight over this project and approved the successful completion of the project.

RECOMMENDATION

To approve the emergency repairs to the KI Convention Center HVAC systems for $29,864.00.

FISCAL IMPACT

ATTACHMENTS

1. KI Ht exchangers invoice

Tech Visions & Solutions

niagara4

A New Look at Building Automation & Mechanical HVAC Services

Service Invoice

Invoice # 5580

Bill To	Remit To
Hyatt - KI 333 Main Street Green Bay, WI 54301	TechVisions & Solutions N7906 Maple Rd Casco, WI 54205

Phone # 920-609-3735 Vist us at: www.techvisionssolutions.com

Date	P.O. No.	Terms	Due Date	Account #	Ship Date	Project
4/9/2024		Net 30	5/9/2024		4/9/2024	23-3804 RTU 14 HX Replacement

Item	Tech	Serviced	Description	Qty	Rate	Amount
Misc Material			Estimate 23-1107 Hyatt KI heat exchanger failures and replacements Difference is as follows: Compressor +$800 Heat exchangers + 4 x $250 = $1000 Refrigerant and Misc parts + $200 TVS has incurred some of the price increases as well, $850.		29,864.00	29,864.00
			Sales Tax		5.50%	0.00

Building Automation * Commercial & Industrial HVAC Service
Boiler Burner Service * Chiller Service

Total	$29,864.00
Payments/Credits	$0.00
Balance Due	$29,864.00

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2024

Check Register
April-24

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21746	04/11/2024	BROWN COUNTY TREASURER	4,250.00
21747	04/11/2024	CITY OF GREEN BAY	18,364.61
21748	04/11/2024	NEIGHBORWORKS GREEN BAY	46,250.00
			$ 68,864.61

Redevelopment Authority
Financial Report
CDBG
4/30/2024

CDBG Entitlement Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	32,155.00	-	2,155.00	30,000.00	-
Public Services	-	220,323.08	-	4,250.00		216,073.08
CDBG Eligible Areas HILP Program	-	447,168.64	-	48,601.00	85,272.00	313,295.64
CDBG Eligible Areas Public Facilieities and Infrastructure	-	273,189.41	8,508.32	-	-	281,697.73
CDBG Eligible Areas-Beautificatio/Art	-	80,009.87	-	-	-	80,009.87
Economic Development	-	59,402.85	106,393.43	-	-	165,796.28
Administration	-	169,545.01	2,127.08	75,563.88	-	96,108.21
	$ -	**$ 1,281,793.86**	**$ 117,028.83**	**$ 130,569.88**	**$ 115,272.00**	**$ 1,152,980.81**

CARES CDBG-CV Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		455.78	-	-	-	455.78
Rental/Mortgage Assistance Program LMI		115,829.37	-	-	-	115,829.37
	$ -	**$ 116,285.15**	**$ -**	**$ -**	**$ -**	**$ 116,285.15**

Redevelopment Authority
Financial Report
HOME
4/30/2024

	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	434,704.96	-	74,759.52	249,797.59	110,147.85
CHDO Projects	-	364,500.00	-	-	-	364,500.00
Housing Development Projects	-	1,852,994.68	103,032.00	-	961,470.00	994,556.68
Administration	-	157,480.84	11,148.00	13,257.67		155,371.17
HOME-ARP Admin		1,948,216.00	-	-	753,395.00	1,194,821.00
	$ -	**$ 4,757,896.48**	**$ 114,180.00**	**$ 88,017.19**	**$ 1,964,662.59**	**$ 2,819,396.70**

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
May 14, 2024	

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None