



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, OCTOBER 8, 2024, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOVYyZzMyNTA0c1FJQT09>

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.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, October 8, 2024, meeting of the Redevelopment Authority.**

D. Approval of Minutes.

- I. Approval of the minutes from the September 10, 2024 meeting.**

E. Regular Business.

- I. Consideration with possible action to approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue.**

2. Consideration with possible action to approve a revised Development Agreement 24-04 with Nova GB, LLC, previously approved on May 21, 2024.
3. Consideration with possible action to approve \$35,000 in Tax Increment District Affordable Housing (TIDAH) funds for environmental remediation on the 400 Block of Fourth Street (Parcels 2-176, 2-177, 2-178, 2-178-A).
4. Consideration with possible action to approve the selection of an engineering consultant for the Shipyard Phase II park development.

F. Informational.

1. Financial report and check register.
2. Brownfields program update.
3. Director's report and project updates.
4. Date of next meeting: November 12, 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

October 8, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.1

Consideration with possible action to approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue.

BACKGROUND

Following the RDA's recent termination of the development agreement with the previous developer, staff issued a second RFP on August 30 to identify a new development partner for the property at 200 N. Monroe. Staff received and scored one proposal for the site. The proposal was submitted by Three Sixty Real Estate Solutions LLC. The developer proposes a six-story multi-family building along N. Monroe Avenue and a row of townhomes along N. Quincy Street. The proposal is a mixed-income development, offering units to households between 60% to 120% of the area median income. The proposal calls for 175 residential units, 148 rental units and 27 townhomes. The project will include a sustainability plan, crime prevention through environmental design, public art and activation along the Monroe corridor with incubator offices, tech-driven meeting spaces and community conference spaces, which create an active sense of space.

Staff met with the developers and asked them to consider the possibility of commercial space on the first floor of Monroe, as well as encouraging a more aggressive timeline for development. Three Sixty is not opposed to considering both of our requests.

Based on the proposal and communication with the developer, the staff recommend granting a six-month planning option for this project.

RECOMMENDATION

To approve a six-month planning option with Three Sixty Real Estate Solutions LLC for the development of 200 N. Monroe Avenue.

FISCAL IMPACT

ATTACHMENTS

1. ThreeSixty__MonroeAve_RFP_Response 3
2. Financial Reference_Exhibit 2
3. Sustainability Plan _Exhibit I



THREESIXTY[°]
REAL ESTATE SOLUTIONS, LLC

Plan. Develop. Manage.



THE MONROE RESIDENCES

RESPONSE: RFP: 200 BLOCK N. MONROE AVE.
REDEVELOPMENT AUTHORITY OF THE CITY
OF GREEN BAY

PREPARED FOR:

THE CITY OF GREEN BAY, WI



1243 Badger St. La Crosse, WI
Phone: 608.782.7368



development@threesixty.bz
www.threesixty.bz



Proposal issued:
30 August 2024



Plan. Develop. Manage.

THANK YOU

FOR YOUR TIME AND CONSIDERATION

Ms. Ronda Bitney
Real Estate Specialist – City of Green Bay
Community & Economic Development Department
100 North Jefferson Street – Room 608
Green Bay, Wisconsin 54301
Ronda.bitney@greenbaywi.gov
August 30th, 2024

Three Sixty Real Estate Solutions, LLC is thrilled to present our response to your Request for Proposals for The Monroe, a transformative Mixed-Use Development in the heart of Green Bay. Our vision is to create a benchmark project that not only revitalizes the downtown area but also sets a new standard for sustainable, inclusive urban living.

Three Sixty's model as a developer gives us a distinct advantage in executing long-term, impactful projects like The Monroe. By keeping a "skin-in-the-game" approach as investors, we are deeply committed to delivering projects that generate positive outcomes for the neighborhood, the community, our customers, and our team. Our strategy emphasizes thoughtful planning, sustainable design, and inclusive housing, ensuring The Monroe's lasting success.

Our dual expertise in project development and long-term asset management uniquely positions us to approach The Monroe with a comprehensive understanding of project economics. We tailor our capital structure to ensure the development's successful completion and stabilization. Our strong reputation has facilitated enduring partnerships with regional lenders, enhancing our credibility and ability to secure financing. Where beneficial, we collaborate with local government to explore innovative uses of subsidies, including grants, tax credits, and tax incremental financing, all aimed at fostering a thriving, connected community on every project we take part in. We look forward to doing the same through The Monroe.

The enclosed response demonstrates our team's abilities combining our real estate expertise, design, and construction knowledge built on a financially strong foundation. If you have any questions on this submittal, please reach out to me at 608-780-4564 or davidv@threesixty.bz.

Kind Regards,
David Vannucchi, Development Analyst
Three Sixty Real Estate Solutions, LLC

01

PROJECT PROPOSAL

The Monroe, a transformative project for the city of Green Bay, will convert an underutilized parking lot into a vibrant mixed-use space that meets the community's evolving needs. By prioritizing sustainable design, support job retention, and inclusive housing, The Monroe will enhance both the physical and economic landscape while fostering a safer, more connected community. The Monroe will drive downtown Green Bay's growth and revitalization, benefiting residents of all ages and abilities.

CONTENT

PAGES

01-06 STRATEGY

07 SITE PLAN

08 PROJECT
TIMELINE

09 PARTNERS

10-11 OUR TEAM



INCLUSIVE URBAN REVITALIZATION AND SUSTAINABLE COMMUNITY STRATEGY

TARGET DEMOGRAPHIC

The target market for The Monroe is a diverse group of individuals and households seeking a blend of modern urban living and traditional neighborhood appeal. Professionals and remote workers are drawn to the sleek, contemporary design of the residences and the convenience of downtown amenities, including easy access to transit, dining, and entertainment. These residents value a dynamic, connected lifestyle and will appreciate the incorporation of technology-driven meeting spaces, incubator offices, and community-focused amenities that support both work and leisure.

Residents who live here will enjoy the comfort and privacy of a traditional neighborhood setting within a vibrant urban environment. The Monroe's townhomes, designed with a single-family home feel, offer an ideal solution for those who desire the space and atmosphere of a suburban home but want to remain close to the cultural and recreational opportunities that downtown Green Bay offers.

MIXED INCOME

In addition to its innovative amenities, The Monroe is committed to fostering an inclusive community by offering mixed-income housing options. With units available for residents earning 60-120% of the area median income (AMI), The Monroe ensures that a diverse range of individuals and families can access quality housing. This approach not only supports economic diversity but also strengthens the social fabric of the community, allowing people from various backgrounds to live and thrive together.



Activity Court at The 5th Ward Residences



Connected Pathways at The 5th Ward Residences

AREA	AMI	120% AMI HOUSING	100% AMI HOUSING	80% AMI HOUSING	60% AMI HOUSING
STATE OF WISCONSIN AMI	\$70,996	\$2,484	\$2,070	\$1,656	\$1,242
GREEN BAY AMI	\$59,174	\$2,070	\$1,725	\$1,380	\$1,110

A WELCOMING AND CONNECTED ENVIRONMENT, CONTRIBUTING TO A SAFER, MORE RESILIENT COMMUNITY

SAFETY

The Monroe will enhance pedestrian safety with new pathways, crosswalks, and lighting.

Transforming the underutilized site into a well-maintained, community-focused development will address potential issues such as neglect and the likelihood of illegal activities. The Monroe aims to create a positive, secure environment, reducing the need for police intervention and enhancing overall community safety.

The inclusion of well-lit pedestrian pathways, secure building entrances, active public spaces, and CPTED (Crime Prevention Through Environmental Design) will enhance overall safety and deter potential crime while creating welcoming places for residents to connect and increasing passive security. These comprehensive measures will contribute to a safer, more resilient community.

CPTED

Crime Prevention Through Environmental Design (CPTED) principles will be incorporated into this project to enhance safety, reduce crime, and create a welcoming and secure environment for residents and the surrounding neighborhood.

- Natural surveillance will be created by the design of balconies for clear sightlines.
- Unobstructed and defined entrances will be included to discourage unauthorized access.
- Territorial reinforcement with signage and maintained landscaping will be utilized.



The Canterbury Incorporates Principles of CPTED



Resident Garden Boxes at The Aguilera

AGRIWILD®

AGRIWILD® is the proprietary method, unique to Three Sixty, used to create healthy built environments for neighborhoods and communities. This approach considers food sources for animals and humans, site ecology, carbon sequestration, storm water management, habitat creation, and the incorporation of a natural, ‘wild’ element into the neighborhood. These elements combine to create a robust and healthy sense of place for residents and neighbors of the development.

Healthy Built Environments

We focus on creating living spaces that promote the well-being and health of both humans and the natural environment. We integrate thoughtful, nature provoking spaces, promote walkability, and create connecting trails. We offer community gardens with composts and replace sod with prairie gardens and other native landscaping.

Sense of Place

Fitness center and communal spaces for residents to gather and socialize fosters a strong sense of place for our residents.

Site Ecology

Understanding and respecting the existing ecological dynamics and natural features of a site is crucial for sustainable development. We carefully restore or preserve native vegetation and wildlife habitats surrounding our developments.

Storm Water Management

Proper handling of storm water is essential to prevent flooding and water pollution.

AGRIWILD® is an innovative and holistic approach to urban and community planning that aims to create environmentally sustainable and thriving neighborhoods.

Our planning has involved permeable pavements, biofiltration, engineered soil to remove contaminants, native plant ecology, and rain gardens. Three Sixty goes above and beyond city requirements to maximize the prevention of polluting our waterways.

Habitat Creation

Creating habitats for wildlife can help support local biodiversity, which can be disrupted by urban development. We find ways to include wildlife corridors and nesting areas in our developments.

Three Sixty will remediate the current environmental condition and enhance the physical landscape, transforming the existing parking lot into a vibrant mixed-use development that aligns with the growing needs of the Green Bay community. Utilizing the AGRIWILD® approach, we will create a healthy built environment by integrating food sources, site ecology, carbon sequestration, and stormwater management, control runoff and reduce flooding risks.

See Exhibit 1, Three Sixty Sustainability Plan



Prairie Grass for Storm Water Management and Habitat Creation at The Hub on 6th



**HIGH-QUALITY DEVELOPMENT
TO ELEVATE PROPERTY VALUES**

PRODUCTIVITY

The Monroe will feature high-quality designs and finishes, following Three Sixty's proven history, increasing property value and boosting the existing property tax base. The site is underutilized in its current use as a parking lot. The project will create job opportunities during and after construction. While the specific use of the community space on the first floor is still being determined, we are committed to catering to the needs of the community and complementing existing amenities in the area.

Due to remote work, we have had success in other communities with incubator offices, technology driven meeting spaces, community conference spaces, which we combine with other amenities to create an active sense of place within the new neighborhood. The decision to exclude a retail component was strategic as not to compete with other vacant store fronts in the immediate area. Our goal is to compliment and add value to the downtown community, which can then be a driver in filling vacant store fronts. This economic boost will benefit the community and attract and retain workforce in the downtown area.

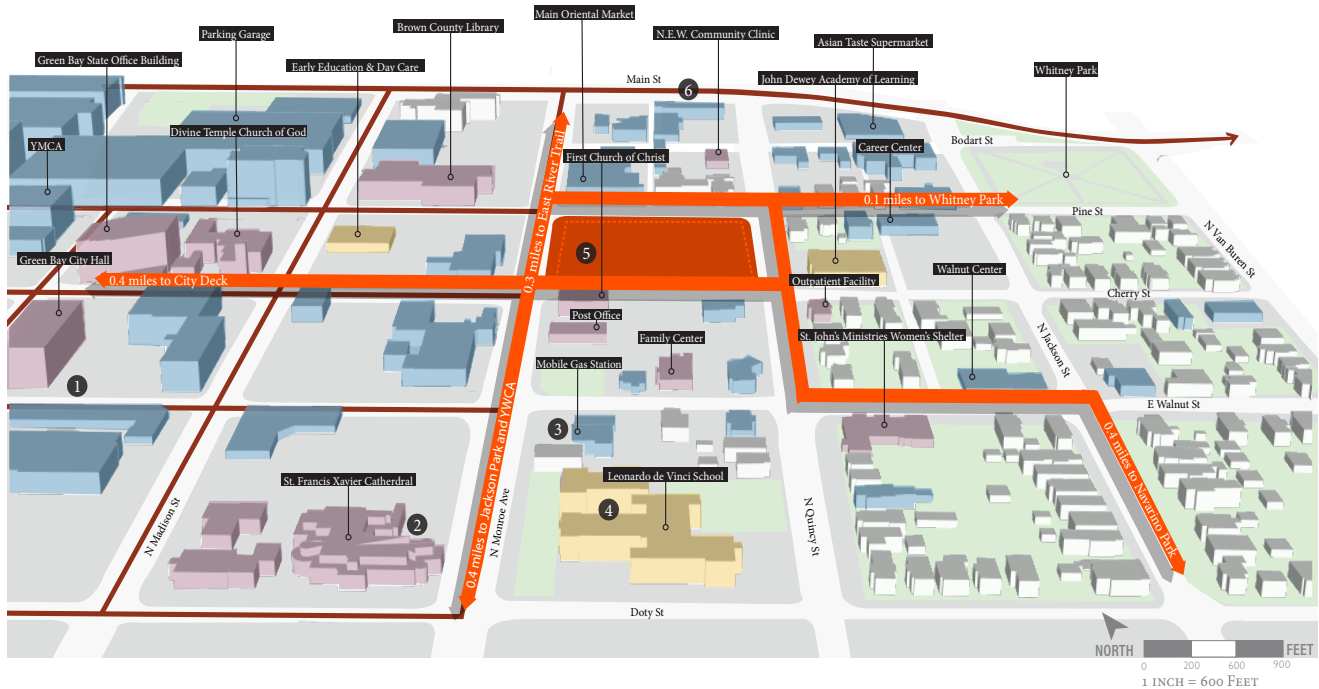
PUBLIC ART

One percent of the overall project budget will be dedicated to public art, enhancing the site and surrounding areas. Our contribution will be incorporated into the project in a variety of ways, such as a potential mural, artistic bike racks, or via public art displays along Monroe Avenue along with a donation to the Green Bay Public Arts Commission.



Downtown La Crosse, WI Property Mural

In collaboration with Downtown Mainstreet Inc. (DMI) and the local arts board, we proudly contributed to the creation of a vibrant mural on the side of one of our Downtown La Crosse, WI buildings. Three Sixty provided the building and partial funding for the artist, showcasing our commitment to supporting public art and enhancing the cultural landscape of the community.



PUBLIC ART



*Removed during development

LEGEND

Civic + Cultural	Area Connectivity
Commercial	Identity Streets
Education	

ISG

200 MONROE STREET

Green Bay, WI - 8/23/2024

ACCESSIBILITY

Positioned along a high-visibility and high-traffic gateway corridor of downtown, The Monroe seeks to compliment existing amenities while providing much needed housing for all individuals. The residential components are intentionally designed to meet the diverse housing needs of the community, offering a variety of unit types from studios and up to three-bedroom residences. This range of options will appeal to a wide array of individuals, ensuring broad appeal.

INNOVATION

The Monroe will feature ample green space, with potential amenities such as a dog run, gazebo with grilling and gathering spaces, sound shell, and garden spaces. These features will provide residents with

opportunities for recreation, relaxation, and community engagement. It will strengthen non-motorized transportation networks.

The Monroe represents a forward-thinking approach to residential living, with the potential to offer residents a range of exclusive private amenities, including a cutting-edge fitness center, activity room, incubator office space, and meeting rooms. Additionally, there are plans to incorporate sustainable features such as solar array roofing and green roof amenities. Aimed at enhancing quality of life and fostering community interaction within a secure setting, The Monroe is poised to set a new benchmark for modern living.



Creating a Cohesive Community with Townhomes and Urban Apartments



SITE PLAN

• SITE PLAN

- Plan View
- Birdseye View

• RESIDENTIAL UNIT MIX PLAN

- 175 residential units
- 54 studio units
- 51 one-bedroom units
- 43 two-bedroom units
- 27 Townhomes
- 1, 2, and 3 bedroom residences

Unit mix subject to change based on market conditions

• PARKING

- 157 parking stalls
- 27 garages

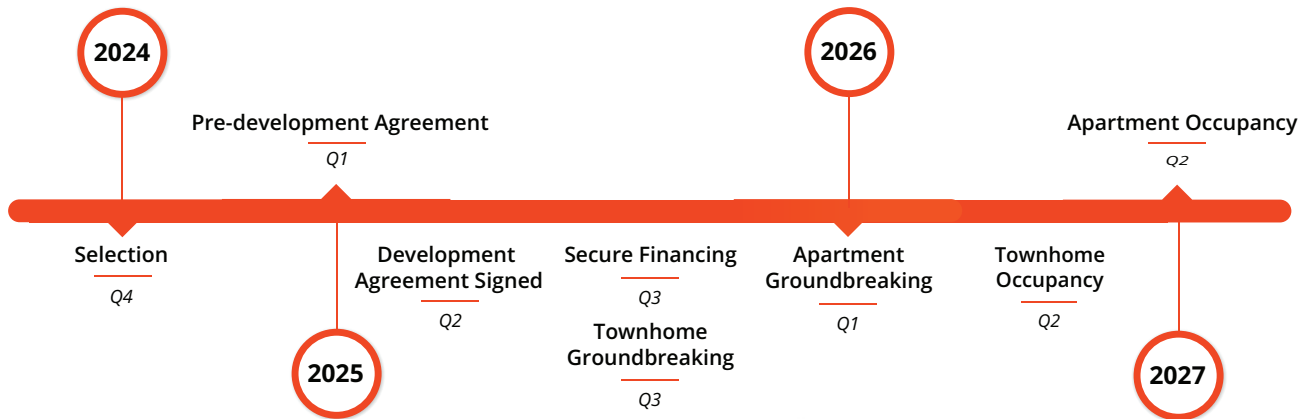
Parking will comply with the City Code through spaces provided both on-site and street.

FORM AND ZONING COMPLIANCE

The building design will comply with D1 zoning requirements, featuring architectural character, articulation, alignment, materials, color, fenestration, modulation, and height as specified. The townhomes will be constructed with a traditional neighborhood style in mind, while the apartment building will have a modern architectural style as depicted in the attached renderings.



PROJECT TIMELINE



INVESTMENT

We estimate that this redevelopment project will significantly boost the local economy by increasing the tax base, with an estimated property value of approximately \$22-27 million upon completion. This substantial rise in property value, coupled with the investment of \$28-32 million in hard construction costs, will contribute to the financial health of the community and support essential public services and infrastructure. The increased tax revenue generated, supported by 12-15% of the total project costs through TIF, will help sustain and enhance the quality of life for residents in the area.

See Exhibit 2: Financial Reference

The increased tax revenue generated by this project will help to sustain and enhance the quality of life for residents in downtown Green Bay.

OUR PARTNERS

Over the past twenty five years in business, we have successfully planned, developed and managed projects of all sizes, ranging from \$35 thousand to \$35 million in investments. Three Sixty was built on the principle to focus on projects that positively impact our team associates, customers, partners, the proposed neighborhood and community. Throughout the years, we have gained trust, respect and partner with those that share the same values and beliefs such as Mettera, LLC and I & S Group Inc (ISG).

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METTERA

In 2017, Three Sixty began successfully managing a self-performing construction company which led to the inception of a construction management company named METTERA, LLC. By leveraging unique strengths, Mettera, with Three Sixty, can drive value to a project utilizing a fully integrated construction company with one continuous process in each project from start to finish. The implementation of Mettera produces a high level of accountability of all assets and a deeper knowledge and control of every component of the development. With Mettera on board as a partner, Three Sixty's development team has built-in construction and management expertise in their back pocket and thus a holistic approach to each project. Additionally,



it provides Three Sixty the horsepower and control to efficiently streamline schedules and time-lines to create a product well above industry standards. Mettera believes in partnering with smaller, local contractors, allowing our developments to weave in an important fabric of local community support, respect and ownership.

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I & S GROUP INC

True and responsive expertise are qualities that I & S Group Inc, (ISG) brings to the table. These qualities are the foundation on which ISG was built in 1973. Now, they stand as a nationally recognized multidisciplinary design and engineering firm. These multi-disciplinary capabilities and what keep them competitive while innovative specialty services and added-value solutions are what set them apart. Guided by a problem-solving partnership mentality, they seek to propose alternative solutions with positivity and build upon acknowledged ideas/visions while balancing best practices. Whether through contextual engineering, planning, design, or the successful execution of alternative analysis, they seek to listen first and deliver solutions with deep contextual considerations.



OUR TEAM

See Exhibit 3, Three Sixty Corporate Brochure

MARVIN WANDERS

Owner



Marvin and Michelle Wanders began their real estate journey at the University of Wisconsin-La Crosse. Under Three Sixty Real Estate Solutions, LLC, Marvin oversees various ownership entities' day-to-day operations, guiding projects from mixed-use brown-fields to multi-family community repositioning. With a community-centric approach, Marvin drives the team's mission, embodying values of integrity and innovation. Passionate about the built environment's impact on health and community, he leads with a strategic vision toward excellence. In his free time, you usually find Marvin with family, on a bike seat, in the woods, exploring his camper van, or in local neighborhood social spots.

MICHELLE WANDERS

Owner

Michelle plays a key role in both the design and operational aspects of the business. With many years of experience in operations and running Three Sixty, she has an excellent understanding of how to manage and grow the business effectively. She oversees new projects, acquisitions, and asset redevelopment, bringing her expertise in applying for and managing historic tax credit projects. Michelle collaborates closely with project managers and on-site contractors to select interior and exterior materials that enhance the visual appeal of their properties. Her primary goal is to create spaces that seamlessly integrate with their community settings while providing residents with amenity-rich, beautiful homes.



LOUISE OLSON

Chief Financial Officer



Louise ensures the fiscal health and sustainability of our projects. With meticulous attention to detail and strategic financial awareness, Louise optimizes project budgets, secures investments, and maintains financial transparency. Balancing fiscal responsibility with community-focused goals, she ensures our developments thrive economically and contribute meaningfully to neighborhoods. Louise, a La Crosse native, brings over 40 years of accounting experience and leads our accounting department with integrity. Louise enjoys spending time with her family indulging in activities like long country walks, fishing, and hunting.

JEREMY NOVAK

VP of Development

Jeremy leads the strategic planning and execution of our projects, drawing from extensive experience in urban development and community dynamics. His focus on sustainability and community alignment ensures our spaces meet high standards while addressing unique community needs. Since 2005, Jeremy has played pivotal roles at Three Sixty and currently serves as VP of Development, driving growth with a passion for positive stakeholder impact. Outside work, he enjoys spending time with his wife and 3 children traveling and pursuing outdoor adventures, especially on the water in La Crosse or on trails in various places.



KEVIN J. ROOP

General Counsel & Acquisition Specialist



Kevin contributes invaluable legal expertise to our team, focusing on compliance, risk mitigation, and navigating legal complexities to safeguard project integrity. With nearly three decades of experience representing Three Sixty in real estate development, Kevin ensures our initiatives align with legal standards, fostering a secure foundation for our projects. Committed to transparency and ethical conduct, he plays a key role in our mission to operate with integrity. Kevin lives in the Coulee Region with his wife and has five adult children. He finds great fulfillment in his role as a high school tennis coach.

ROGER LUNDSTEN

Partner/Owner Mettera LLC

Roger assists in project site layout and design, developing both preliminary and final construction budgets. His responsibilities include project planning, ensuring effective communication with owners, subcontractors, and material vendors to meet goals and objectives. He oversees contract execution and project scheduling, monitors budgets, and identifies cost-saving opportunities. Roger also manages risk by monitoring worker safety and site control, implementing proactive measures to minimize disruptions. Additionally, he ensures quality control to maintain structural compliance and the execution of the finished product, culminating in the project turnover to the Three Sixty management team.



DAVID VANNUCCHI

Development Analyst



David supports our development team as a development analyst, leveraging his academic background and passion for real estate. He earned his master's degree in real estate in the spring of 2024 and his undergraduate degree in economics in the spring of 2023, both from the University of Wisconsin-Madison. While pursuing his studies, David was actively involved in track and field and cross country, and he remains an avid runner. In his free time, he enjoys reading and spending quality moments with family and friends. David's analytical skills and commitment to excellence drive our projects forward, aligning with our mission to create vibrant, sustainable communities.



THREESIXTY[°]
REAL ESTATE SOLUTIONS, LLC

Plan. Develop. Manage.

THANK YOU!



1243 Badger St. La Crosse, WI 54601
608-782-7368
www.threesixty.bz



August 27th, 2024

RE: 200 Block N. Monroe Ave, Green Bay

To Whom It May Concern:

360 Real Estate Solutions, LLC has been a customer of Citizens State Bank for nearly 20 years, and we have done many significant projects together throughout the state of Wisconsin during this time. As a result of these successful projects and their reputation we hold 360 Real Estate Solutions, LLC and their staff in high regard.

Additionally, the company has all their operating accounts with Citizens State Bank and reflect significant balances. Consequently, we look forward to getting more information regarding the Green Bay project and being part of the required financing. The city of Green Bay couldn't choose a better partner for this redevelopment than 360 Real Estate Solutions, LLC.

Should you have any additional questions, don't hesitate to contact me at 608-785-2265.

Sincerely,

Citizens State Bank

Dennis J. Vogel
President & CEO

Clayton | Eau Claire | La Crosse | Onalaska

    | www.citizensstatebank.us



Three Sixty Sustainability Plan



THREE SIXTY
MARCH 25, 2021



SUSTAINABILITY PLAN

SUSTAINABILITY FOCUSED

Three Sixty Real Estate Solutions, LLC develops real estate for the here and now but with a critical focus on how the project will positively impact the communities we serve for future generations to come.

When it comes to sustainability, it is one thing to say you believe in sustainability; however, it is more complex to incorporate proven practices into each project effectively. Our team at Three Sixty has a proven track record of sustainability. Building healthy communities is who we are and what we do, which cannot be separated from sustainability. We also realize these efforts are integral to the long-term value of our customers, communities, investors, and team members

Managing all our properties with this same practical approach is a priority. We focus on being good stewards of our environment and help connect our residents to nature and the outdoors by thoughtfully integrating spaces, promoting walkability, and creating connecting trails. We offer community gardens with compost bins replace the sod with prairie gardens, bio-filtration areas, and native species landscaping.



Neighborhood Garden Raised Beds at 1243 Badger Street, La Crosse, WI – Aguilera



360 Managed 40 Acre Pollinator Prairie, La Crescent MN



Bio Filtration Plantings with Native Pollinator Plants – 415 North 6th Street, La Crosse, WI 54601 – The Hub

We strive to reduce our carbon footprint by investing in new, energy-efficient technology and sustainability. We utilize environmentally responsible building materials and construction practices. To us, it is more than just having single-stream recycling bins, electric car-charging stations, LED lights, and energy-efficient appliances. We have those, and they are essential, but it is about reducing the carbon footprint throughout each step of every project. We believe there is an environmentally-helpful solution to every need. For example, we have incorporated photothermal and photovoltaic solar into projects to create sustainable energy sources. We implement stormwater management best practices with on-site (and, where necessary underground) stormwater retention, pervious pavement, and biofiltration gardens. We practice this because we believe our developments will impact communities for generations to come.

When it comes to sustainability, very few principles are more important than the impact of the local factor, be it locally sourced materials, locally produced products, local jobs, or supporting fiscally fair job growth! We are committed to using community-based and regional businesses in development. Our corporate vision of sustainability is highly compatible with the community's vision of sustainability.



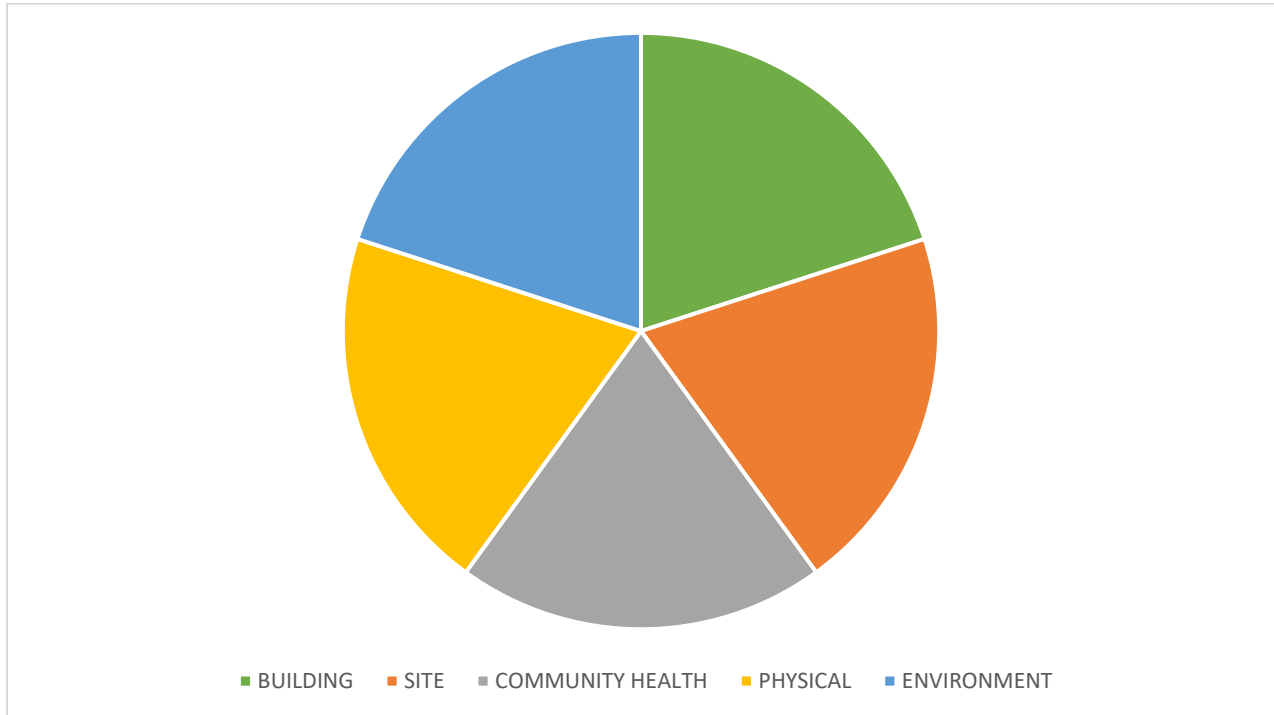
Community Garden – 415 6th St N – La Crosse, WI – The HUB

To effectively work to achieve our goal of maximizing sustainable building and development practices, Three Sixty and its development affiliates/partners will, whenever possible, work to mitigate the project carbon footprint. These practices will increase building efficiency, reduce waste and emissions, and be environmentally responsible. We have several established practices we will implement to varying degrees throughout the design and construction process to accomplish this effort.

THEMATIC APPROACH

We have developed a thematic approach when considering the many facets of sustainable real estate development by utilizing our years of practical experience in sustainable development practices. As a result, we can ensure that the various tasks specific to sustainable development are categorized into five major themes:

- Building (Design & Construction) & Indoor Environment
- Site (Design & Construction) & Outdoor Environment
- Community Health
- Physical
- Environment (At-Large)

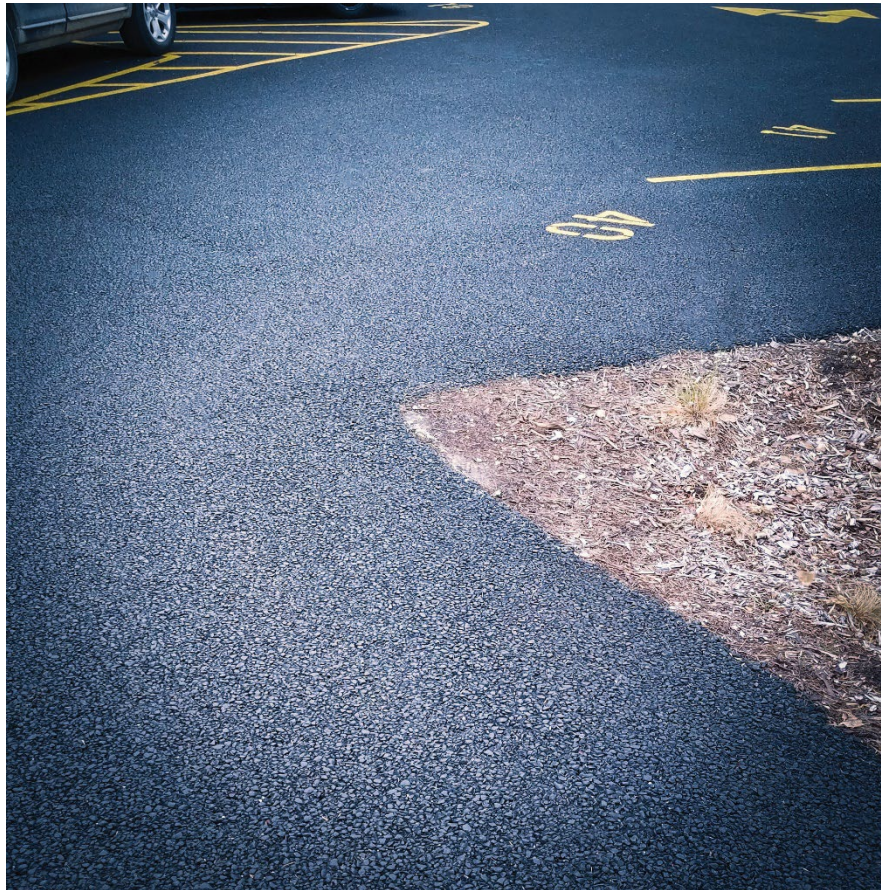


Building (Design & Construction) & Indoor Environment (B)

- Install alternative energy features and practices when economically beneficial. (Site, Environment)
- Design and build tight building envelopes that use best practices for lower energy consumption and increase indoor air quality. (Physical, Environment)
- Utilize sustainable, high-quality materials and energy-efficient designs. (Site, Environment)
- Design buildings that utilize the maximum amount of natural light for creature comfort and reduction in energy needs. (Community Health, Physical, Environment)

Site (Design & Construction) & Outdoor Environment (S)

- Include pervious pavement options in the parking lot/hard surfaces. (Environment)



Pervious Pavement – 507 N 13 St, La Crosse, WI - Aguilera

- Use In-Ground Storm Water Retention. (Environment)



Underground Stormwater Management System 507 N 13 St La Crosse, WI - AGUILERA

- Promote bicycle and pedestrian infrastructure to connect existing trails and paths. (Physical, Community Health, Environment)
- Develop and construct projects that promote and respect the natural habitat and connect people to nature. (Physical, Community Health, Environment)
- Use high-capacity bio-sequestration plantings and design methods to create stormwater retention and management. (Environment)

Community Health (CH)

- We are aware that the built environment dramatically affects the community and individual health. Therefore, our planning focuses on implementing approaches that improve our customers' physical, emotional, and spiritual health.
- Early in our company's history, long before it was popular, we converted all of our Multifamily properties "smoke-free" (Environment, Physical)
- Work to meet the hierarchy of present and future human needs reasonably and sufficiently. (Physical, Site)
- Create pedestrian-focused developments that reduce the reliance on automobiles and encourage health-promoting alternatives.

- Install sidewalk networks to and from the site to promote more pedestrian travel to and from the project, readily available to physically challenged and visually impaired, instead of taking a vehicle across town to other facilities. (Physical, Site, Building)
- Create green spaces that connect people to nature and enhance individual healthy lifestyles. (Site, Environmental, Physical, Building)

Physical (P)

- Minimize reliance upon car use and encourage pedestrian-focused and mass transit alternatives. (Environment, Site)
- Provide infrastructures such as installing bike racks, bike storage areas, and repair stations at specified areas adjacent to or inside each facility to promote bike use. (Physical, Building, Site)



Bike Storage, Wash Station & Repair Station – 415 N 6th St. La Crosse, WI The HUB



Fitness/Community Room – 415 N 6th St. La Crosse, WI - The HUB

Environment (At-Large) (E)

- Create environments that highlight and respect our natural resources and connect people to the natural resources. (Physical, Community Health, Site)
- Landscaping design and construction that uses native plants and edible gardens, providing food sources for people and wildlife. (Site, Community Health, Physical)
- Strive to develop brownfield, grayfield, and infill sites. (Community Health, Site, Building)
- Design, install and maintain raised garden boxes so residents (and neighbors!) can enjoy the benefits of fresh herbs, vegetables, and produce. In three past projects, we converted lawn/grass into community gardens, hired a gardener to maintain the garden, and partnered with the Salvation Army to provide fresh produce to community members. (Community Health, Physical, Site)
- Design and finish the landscape with native plant species that offer a food source for wildlife and people (planting Raspberry bushes instead of Dogwood). The finished landscaping consists of native shrubs, grasses, and trees throughout the project. (Community Health, Physical, Site)



Fruit Trees, edible landscaping beds at 415 North 6th St, La Crosse, WI – THE HUB

- Locally source as many materials as possible, creating economic and environmental sustainability. (Site, Building)
- Replace high carbon products with low or sequestered carbon products. For example, where possible, we will replace steel and wood members. If possible, concrete decking may be replaced with wood decking. (Site, Building)
- Where possible, work to convert fossil fuel-based products to renewable products with less environmental impact. (Site, Building)
- Recycle products and materials by having cardboard and metal recycling dumpsters during the construction process. We will require all Subs to utilize the recycling protocols during the building process. (Site, Building)
- Utilize low-flow water products in the building design. (Site, Building)
- Where possible, use Energy Star Appliances. (Building)
- Do not use any tropical hardwoods in the project unless such products have been approved by the Forest Stewardship Council or verified as sustainability harvested. (Building)
- Use silt fence barriers (recycled if readily available), straw protections, and other mitigating resources from soil and stormwater management during construction. (Site, Building)
- Use deciduous trees throughout the project to help reduce the heat island effect. (Site, Building).

- Use high efficient commercial water heaters with circulating pumps versus a more traditional method of 1 electric water heater per unit. (Building)
- Install ceiling fans in all bedrooms. (Building).
- Ensure HVAC will be a highly efficient heat pump unit with multiple zoned heads and programable thermostats for increased control flexibility. (Buildings)
- We will use LED lighting, Energy Star advanced lighting package (APL), occupancy sensors in common areas, and light color toned interior walls. (Building)
- Concrete construction site forms will be reusable metal forms versus built-in-place wood forms. (Building, Site)
- Fixtures, equipment, site furnishings, and other outdoor structures will utilize low toxicity, sustainable and recycled materials where possible. (Building, Site)
- We will use panelized construction to eliminate waste, energy-efficient, and tightness of building structure. (Building)
- We will use value engineering to reduce product waste, increase energy efficiency, and increase building quality. (Building, Site)
- We will use fiber cement or wood composite siding and brick. (Building, Site).
- When available we will use locally sourced wood products. (Building, Site)
- We will provide composting on-site in the garden beds and eliminate garbage disposals. (Building, Site, Project).
- We will use low VOC adhesive throughout the project. (Building)
- We will continuously educate ourselves and explore opportunities to lessen and offset the carbon footprint of the development project.
- Seek out partners to leverage our collective abilities and expertise to have a greater overall synergistic impact on reducing impact to our environment and climate.
- Carbon sequestration is a process that pulls carbon from the atmosphere and, through natural processes, places it back into the soils. Consider that one acre of Prairie plantings can store one and a half to two tones of carbon on roots/soil per year, depending on the quality and age of the prairie. Which improves water quality, prevents erosion, restores native

species, and increases the biodiversity in the soil. We do our part to save the soil because healthy soil saves our planet. (Building, Site)

***Note: We recently restored (and managed) 48 acres of the previous tilled field into natural pollinator prairie in La Crescent, Minnesota, as a practical example of “walk the walk.” This work was a collaborative partnership with USDA, pheasants forever, MN DNR, and local contractors. The site has now been used for educational purposes by governmental agencies. Resources and links available upon request.**



Former Corn Field – 2019



Native Pollinator Prairie - 2020



Rooftop Solar Panels – 415 N 6th St La Crosse, WI The HUB

- Comprehensive development and management sustainable practices and programs will be considered and efficiently incorporated. One specific goal of this plan is to mitigate climate change and adapt to our changing environment by meeting the Natural Steps for system conditions:
 - Reduce dependence upon fossil fuels extract underground metals and minerals. (Building, Site)
 - Reduce dependence on chemicals and other manufactured substances that can accumulate in nature. (Building, Site)
 - Reduce dependence on activities that harm life-sustaining ecosystems. (Building, Site)



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

October 8, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.2

Consideration with possible action to approve a revised Development Agreement 24-04 with Nova GB, LLC, previously approved on May 21, 2024.

BACKGROUND

In May 2024, the Redevelopment Authority (RDA) and City of Green Bay approved Development Agreement 24-04 with Nova GB, LLC to construct an eight-story mixed-use building at 221 Cherry Street. The proposal included the creation of 268 market-rate apartments, ground-floor commercial space, and an internal two-story parking ramp. The redevelopment is anticipated to generate \$38,000,000 in increased aggregate assessed property value. Per the agreement, RDA will transfer ownership of the property to the developer for \$1. Additionally, the City will provide an \$8,500,000 TIF loan, and 95% of the available TIF increment to reimburse qualified expenditures.

Since the approval of the Development Agreement in May, the developer has discovered a need to relocate underground utilities to accommodate the project, causing minor delays to project timeline. The developer still plans to start construction during the fourth quarter of this year. However, changes to key milestone dates listed in the development agreement are requested, including:

- Development Agreement execution deadline changes from July 1, 2024 to November 1, 2024
- Construction completion date deadline changes from June 30, 2027 to August 31, 2027

The Developer has also requested a reduction in their minimum equity commitments from 20% to 18%. This 2% reduction in developer equity will not impact the previously approved level of investment from the City of Green Bay.

RECOMMENDATION

Approval of the revised Development Agreement 24-04 with Nova GB, LLC, previously approved on May 21, 2024.

FISCAL IMPACT

The proposed revisions to the previously approved Development Agreement 24-04 will not have a fiscal impact to the City of Green Bay.

ATTACHMENTS

1. Redline changes to DA 24-04 221 Cherry Street
2. Revised Final DA 24-04-221 Cherry Street



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-04
221 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this [date]24st day of MayOctober, 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
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 Thirty-Eight Million Dollars (\$38,000,000) 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 ~~eighteen~~twenty percent (18~~20~~%) of the Development Budget less anticipated grants and 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 August 31, 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”) 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 incompleteness 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 ~~August 31~~^{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 ~~November~~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

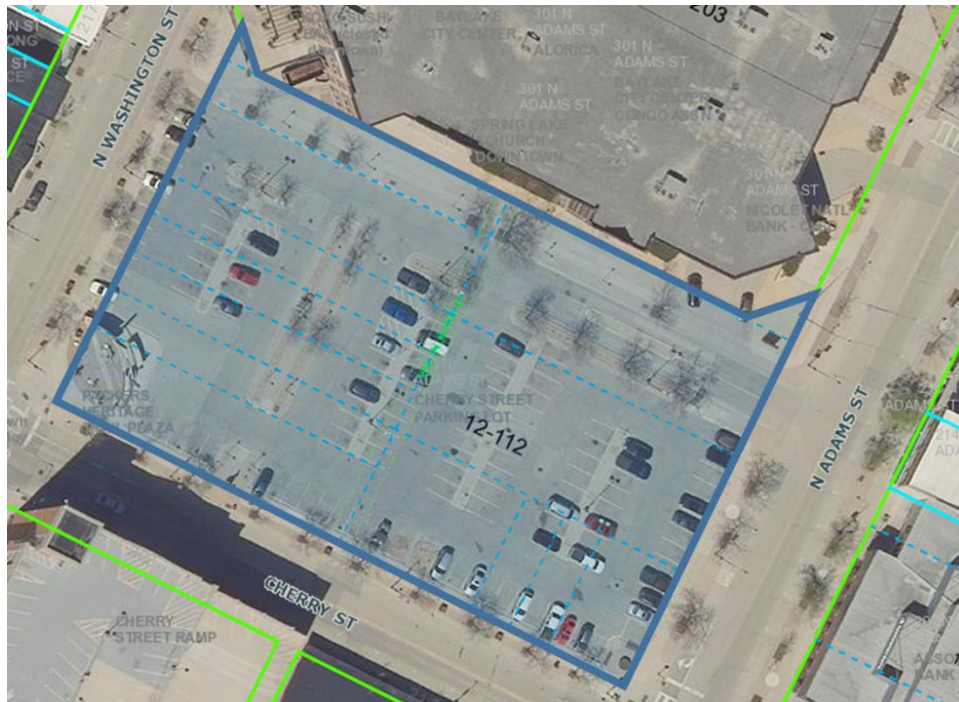
ACKNOWLEDGMENT

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;

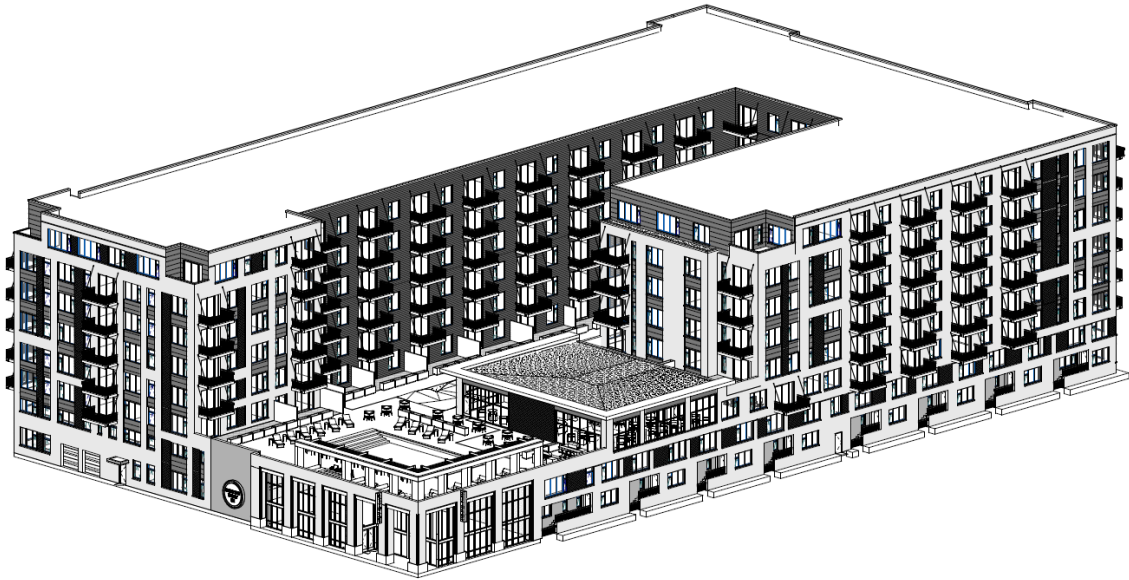
also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 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;

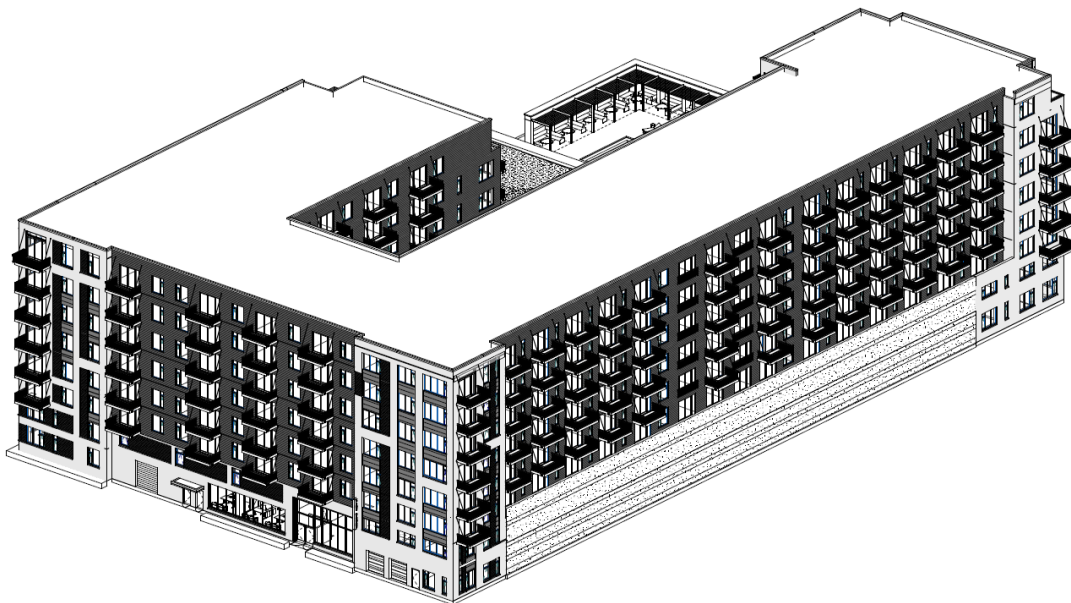
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

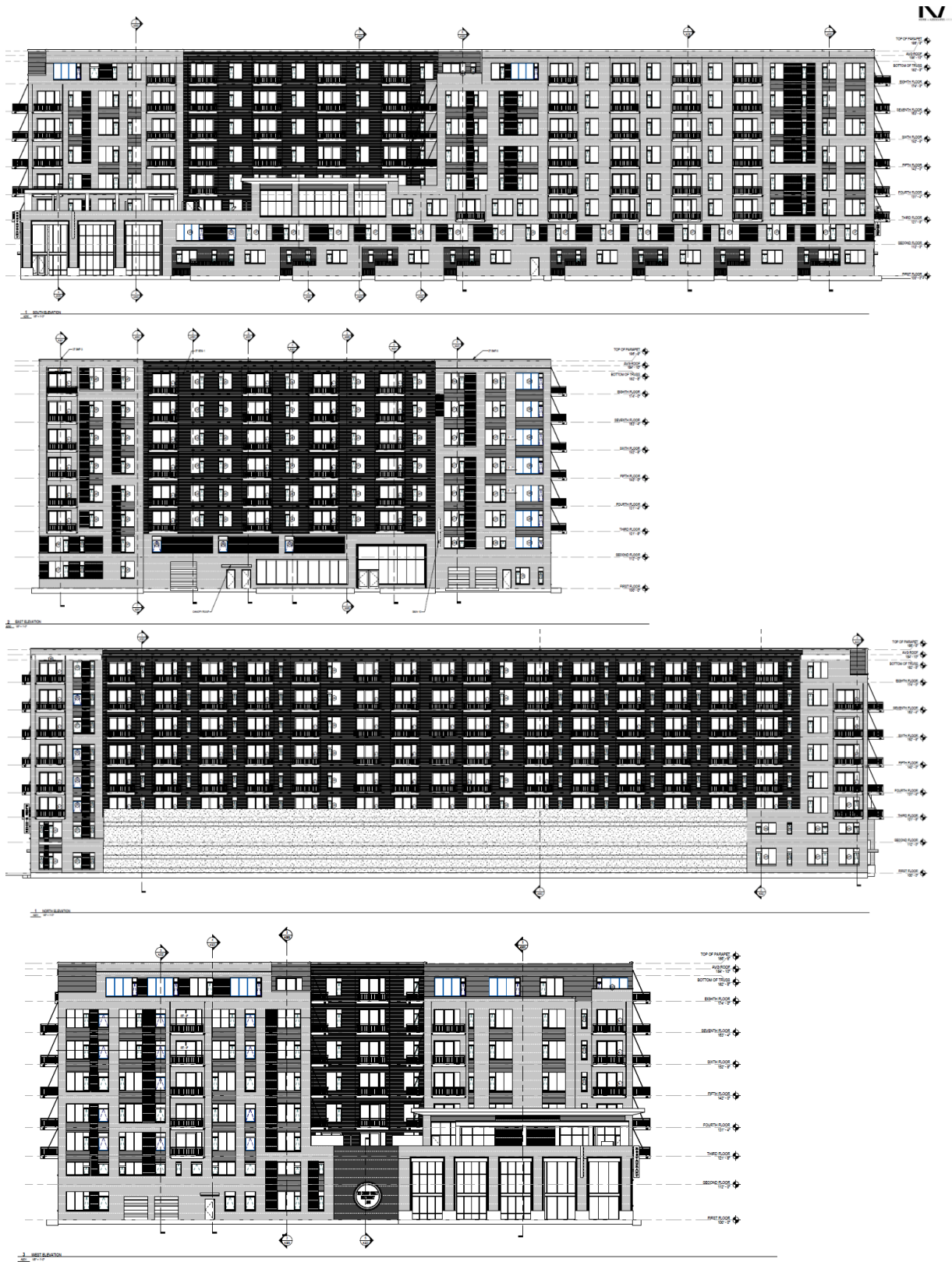
EXHIBIT C
Preliminary Concept Plan



1 NORTHEAST CORNER
-SIS-



2 SOUTHWEST CORNER
-SIS-





SOUTHWEST STREET CORNER LOOKING NORTH



SOUTHEAST CORNER LOOKING NORTH



POOLSIDE CABANA LOOKING NORTH



SOUTHWEST CORNER LOOKING WEST



CHERRY STREET LOOKING WEST



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:

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



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-04
221 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this 15th day of October, 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
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 Thirty-Eight Million Dollars (\$38,000,000) 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 eighteen percent (18%) of the Development Budget less anticipated grants and 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 August 31, 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”) 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 incompleteness 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 August 31, 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 November 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]

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

By: _____
Tim Gokhman, Manager

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

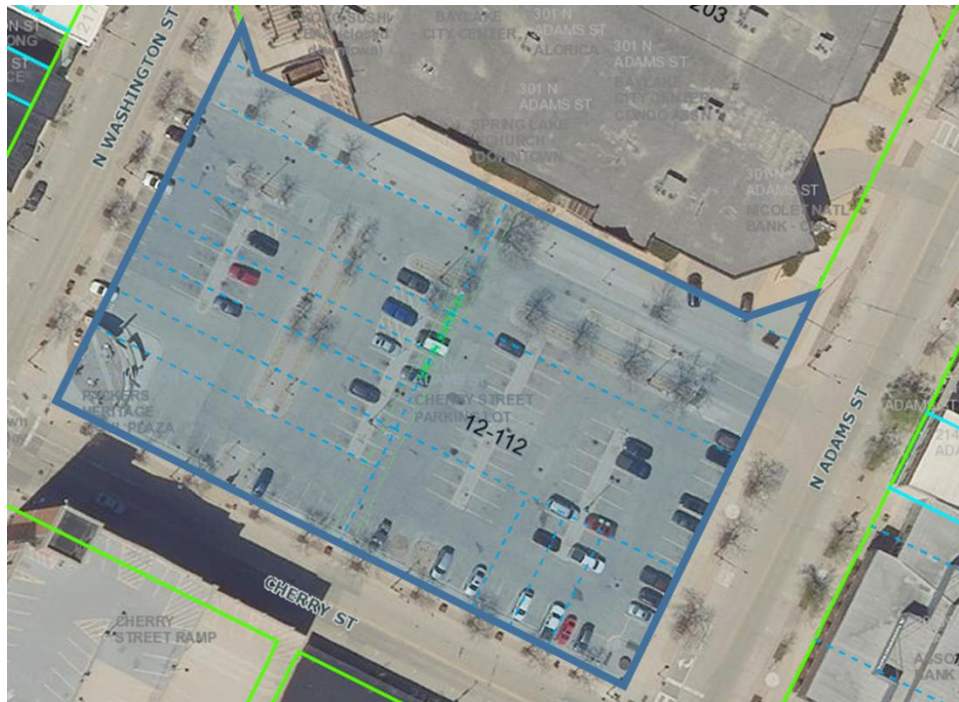
ACKNOWLEDGMENT

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;

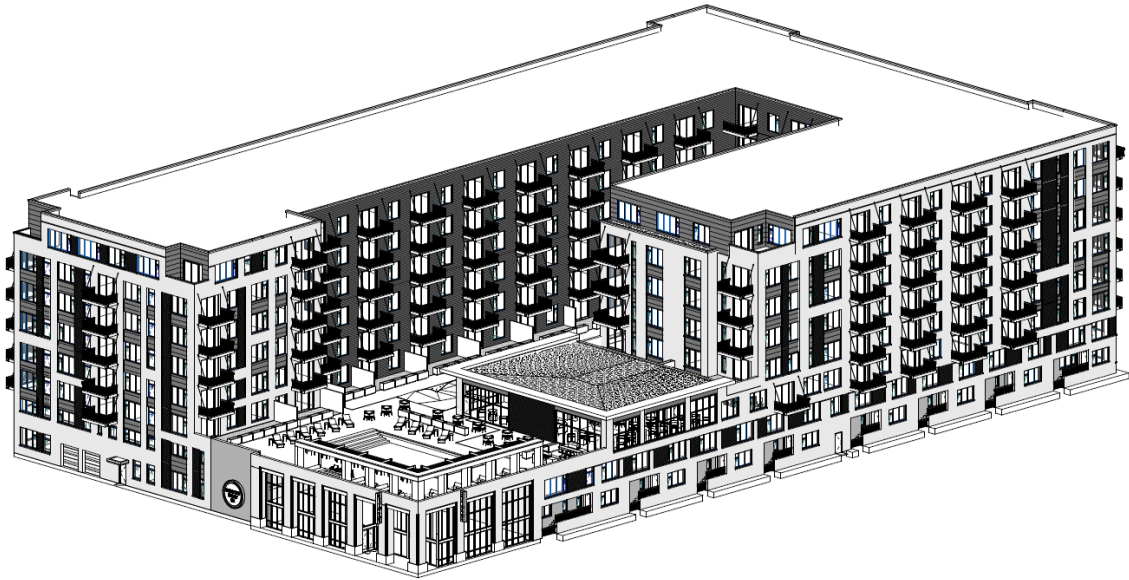
also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 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;

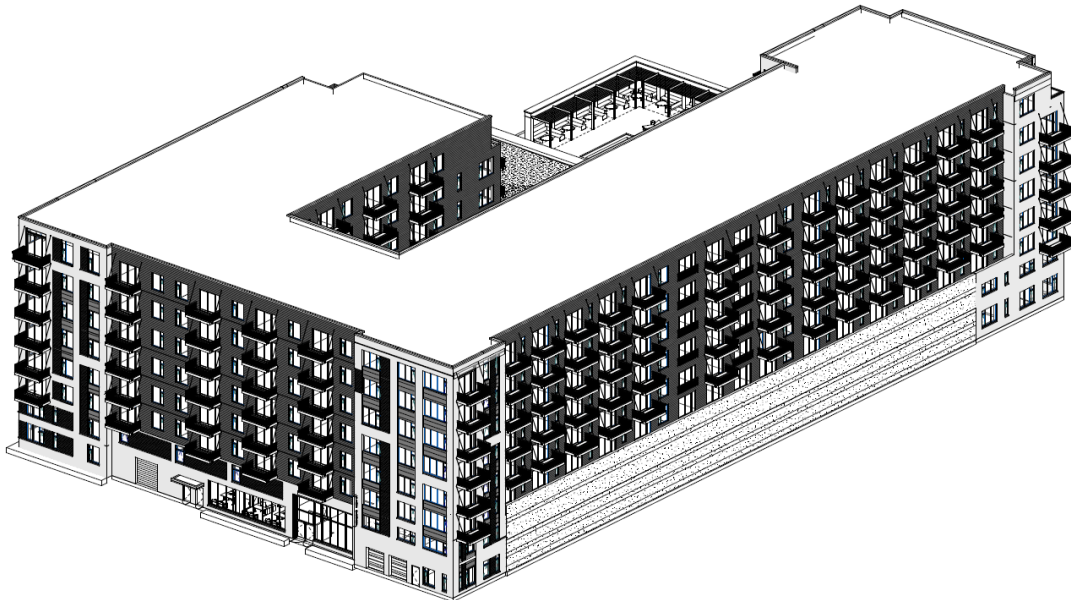
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

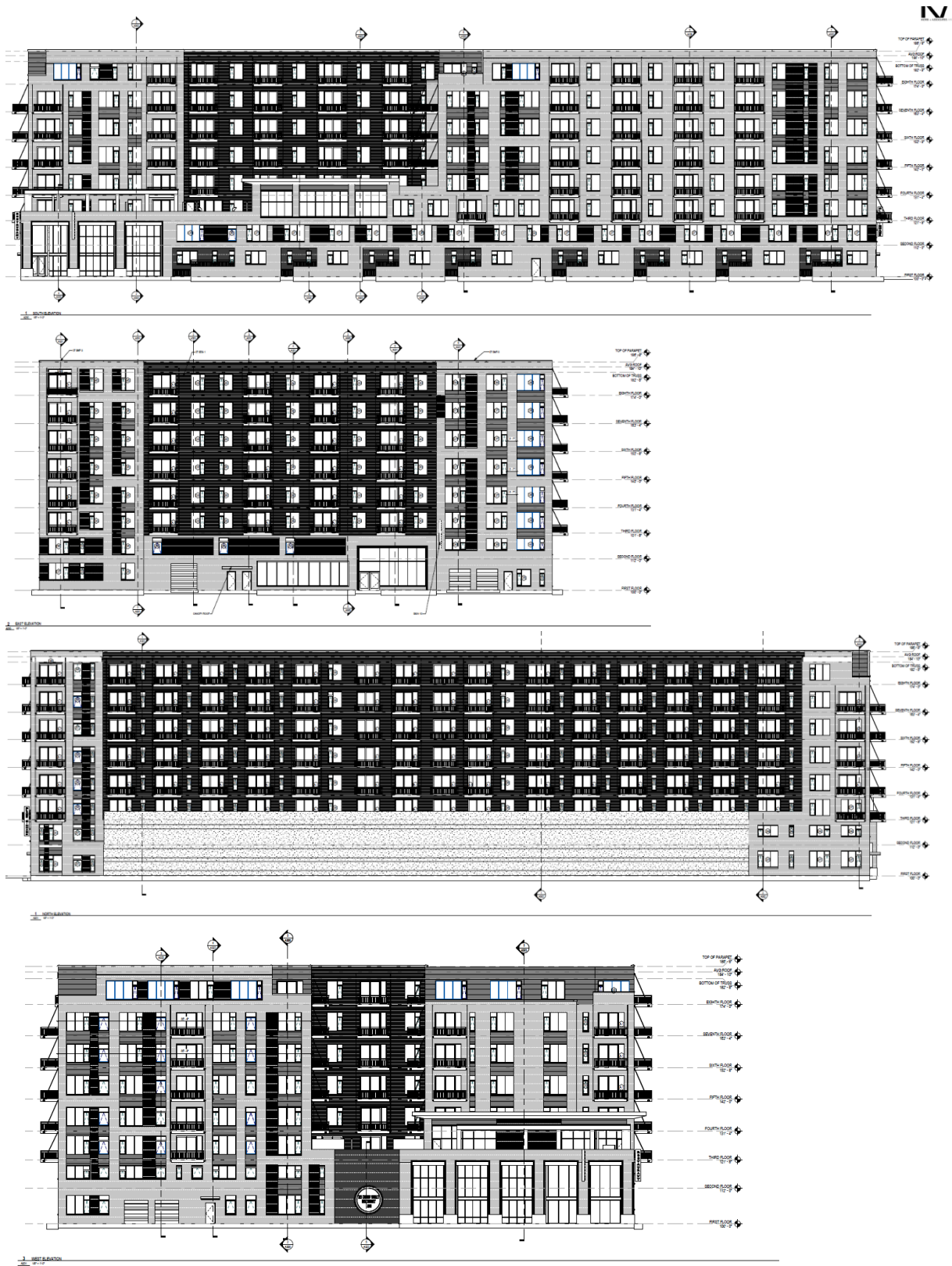
EXHIBIT C
Preliminary Concept Plan



1 NORTHEAST CORNER
-SIS-



2 SOUTHWEST CORNER
-SIS-





SOUTHWEST STREET CORNER LOOKING NORTH



SOUTHEAST CORNER LOOKING NORTH



POOLSIDE CABANA LOOKING NORTH



SOUTHWEST CORNER LOOKING WEST



CHERRY STREET LOOKING WEST



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.

- 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



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

MEETING DATE

October 8, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.3

Consideration with possible action to approve \$35,000 in Tax Increment District Affordable Housing (TIDAH) funds for environmental remediation on the 400 Block of Fourth Street (Parcels 2-176, 2-177, 2-178, 2-178-A).

BACKGROUND

In June 2024, the Redevelopment Authority approved a development agreement with NeighborWorks Green Bay (NWGB) for the development of seven townhomes. RDA also approved \$232,000 in Community Housing Development Organization (CHDO) funding to subsidize four of the townhomes, ensuring they would be sold to low-to-moderate income households. NeighborWorks agreed to purchase the RDA-owned parcels for \$48,300.

Per the development agreement, NeighborWorks acknowledged the property is impacted by environmental contamination and agreed to work in collaboration with the RDA to address remedial action plan requirements and identify potential funding sources. The City's environmental consultant, Stantec, has since provided a cost estimate for remediation costs. NeighborWorks has requested up to \$35,000 in Tax Increment District Affordable Housing (TIDAH) funds to cover the remediation costs.

RECOMMENDATION

Approval of \$35,000 in Tax Increment District Affordable Housing (TIDAH) funds for environmental remediation on the 400 block of Fourth Street (Parcels 2-176, 2-177, 2-178, 2-178-A).

FISCAL IMPACT

Approval of the \$35,000 request would reduce the City's unobligated TIDAH funds from \$158,780 to \$123,780.

ATTACHMENTS

- I. TIDAH Application Fillable_4th Street Townhomes_COMPILED

October 3, 2024

Matt Buchanan
Deputy Development Director
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

**Re: TIDAH Funding Request and attachments at 4th Street and S. Chestnut Street.
(Parcels 2-176, 2-177, 2-178, 2-178-A)**

Dear Mr. Buchanan,

Please accept the attached Tax Increment District Affordable Housing (TIDAH) Program Application Form.

In addition to the application, we have included supporting documents as noted in the application.

Sources of Funds: Grants, Loans or Other Investors, Section A.

Please find documents supporting other grants that are part of the total development

- CHDO/HOME Agreement

Sources of Funds: Grants, Loans or Other Investors, Section C.

Please find a partial list of similar affordable housing projects completed by NeighborWorks Green Bay.

- 1336 Harvey
- 822 Bader Street
- 1168 E Walnut
- 1108-1114 E Walnut
- 513 Hubbard
- 1208 Doty Street
- 1164 Day Street

To support our grant request, we have included a copy of the estimate provided by the City's environmental engineering partner, Stantec Engineering, Option 1. There are some variables to be worked out with the preliminary estimate, but we are confident we can work within the estimate included.

Finally, please find an architectural site plan, floor plans, photographs and an affordability calculator that indicates the range of incomes and household sizes that could invest in this property based on HUD guidelines.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Erickson", with a stylized flourish at the end.

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.

Attachments:

TIDAH Program Application

Application Supporting Documents



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: NeighborWorks Green Bay	
Contact Person: David Erickson	
Current Address: 437 S. Jackson St., Green Bay, WI 54301	
Telephone Number: (Home)	(Work) 920-593-3709
Email: david@nwggreenbay.org	

Type of Application: (mark all that apply)

Acquisition:	New Construction: ☒	Rehabilitation:
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Type of Applicant: (mark all that apply)

Non-Profit: ☒	For-Profit:	Project Developer: ☒	Project Owner: ☒
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Project Location: NE Corner of 4th St and S. Chestnut St.
RDA/CITY owned parcel? YES or NO: YES, Development Agreement in place for purchase by applicant.
Does applicant have formal control over the site? YES or NO: YES, pending property transfer
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE: NO

Project Cost:

Total Cost of Project: \$2,236,975	Total # Units in Project: 7
TIDAH Funds Requested: 25,000	Rental Project or Homebuyer: Homebuyer

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:

The neighborhood surrounding the project site consists primarily of single-family owned and some multi-family rental properties. The neighborhood's housing stock is primarily original construction that is more than 50+ years old. NeighborWorks has been active in this neighborhood building new homes and acquiring and renovating existing homes as part of our mission.

b. Explain the need, intended use, and justification for TIDAH funds:

The site we plan to develop has a history of site contamination from historical activities in this Green Bay infill neighborhood along the west side of the Fox River. In addition to historic land conditions, for this area, the City of Green Bay has provided documentation that dry cleaning activities on the property to the east side may have contributed to site contamination in the northeast corner of our project site. Those activities have stopped, but as part of our development efforts, NeighborWorks will have to follow a WNDR approved Remediation Action Plan and report. The cost of this effort is the reason for this request.
--

c. Describe the population intended to be served by this project and TIDAH funds:

The 7-unit townhome development will create a mix of incomes based on the sales price. Four of the seven units will target households below 80% area median income. As part of our development activities NeighborWorks solicited several broker price opinions to gauge market interest and project viability.

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:

We are confident the development of this currently vacant site with evidence of site contamination will enhance the overall community goals in this area adjacent to future development plans at the Shipyard district to the east along the Fox River.

e. Households/Persons Benefited:

Total # of households: 7	Total # of persons: 28
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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								4	
81% + AMI								3	
TOTAL								7	

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				
New construction of residential units	\$2,236,975.18	\$35,000	1%	\$7,000
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land				
Buildings				
Other Expenses:				
(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)				
Other: (Detailed explanation must be attached)				

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS	2,236,975.18	\$35,000	1%	\$7,000
Percentage of TIDAH Financing Project	7			
Total number of units	7			
Total number of TIDAH units	7			
Other: (Detailed explanation must be attached)				

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
CHDO	\$232,000	6/4/24		6/11/24

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 _____ Date _____

Signature _____ Date _____

Please initial the following:

DE	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.
De	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)

Date received: _____

Option awarded: _____

Payment received: _____



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6	10/3/2024		Project Address:		4th Street 7-Unit Multi-Family Development V21.7j										# of Units: 7																																																																																																																																
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18	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="7">A. Permanent funding for real estate acquisition and rehab project</th> </tr> <tr> <td colspan="7">1. Loans/deferred financing</td> </tr> <tr> <td>Source of Loan</td> <td>Loan Amount</td> <td>Interest Rate</td> <td>Amort. In Years</td> <td>Monthly Payment</td> <td colspan="2">Note any specific conditions related to financing (i.e. points, variable interest, etc.)</td> </tr> <tr> <td>Permanent Financing</td> <td>\$ 1,604,881.38</td> <td>7.00%</td> <td>20</td> <td>\$ 12,442.63</td> <td>Interest Only</td> <td>\$ 9,361.81</td> </tr> <tr> <td>Deferred Costs</td> <td>\$ 229,093.80</td> <td></td> <td></td> <td></td> <td>Financing Per Unit</td> <td>\$ 229,268.77</td> </tr> <tr> <td align="right" colspan="2">Subtotal Loans</td> <td>\$ 1,829,975.18</td> <td></td> <td>\$ 12,442.63</td> <td colspan="2"></td> </tr> <tr> <td colspan="7">2. Grants</td> </tr> <tr> <td>Source of Grant</td> <td>Grant Amount per Unit</td> <td>Grant Amount</td> <td colspan="4">Note any specific conditions related to Grant (i.e. rent limitations, % affordable, etc.)</td> </tr> <tr> <td>In-kind Land Donation</td> <td>\$ -</td> <td>\$ -</td> <td>7</td> <td colspan="3">Apply to total units</td> </tr> <tr> <td>Private Donor Funding</td> <td>\$ 25,000.00</td> <td>\$ 175,000.00</td> <td>4</td> <td colspan="3">Restricted Units at or Below 80% AMI</td> </tr> <tr> <td>CHDO</td> <td>\$ 58,000.00</td> <td>\$ 232,000.00</td> <td>3</td> <td colspan="3">Unrestricted / Market Rate Units</td> </tr> <tr> <td align="right" colspan="2">Subtotal Grants</td> <td>\$ 83,000.00</td> <td></td> <td>\$ 407,000.00</td> <td colspan="2"></td> </tr> <tr> <td colspan="7">3. Equity</td> </tr> <tr> <td>Source of Equity</td> <td>Equity per Unit</td> <td>Equity Amount</td> <td colspan="4">Note any specific conditions related to Equity (i.e. repayment out of cash flow, upon sale, etc.)</td> </tr> <tr> <td>NeighborWorks Equity - Acquisition</td> <td>\$ -</td> <td>\$ -</td> <td colspan="4">0.00% Calculated Equity as a percentage of TDC.</td> </tr> <tr> <td>NeighborWorks Equity - Project</td> <td>\$ -</td> <td>\$ -</td> <td colspan="4"></td> </tr> <tr> <td align="right" colspan="2">Subtotal Equity</td> <td>\$ -</td> <td colspan="4"></td> </tr> <tr> <td align="right" colspan="2">Total Sources of Permanent Funds</td> <td>\$ 2,236,975.18</td> <td align="center" colspan="4">TDC:SALE 1.22</td> </tr> </table>																	A. Permanent funding for real estate acquisition and rehab project							1. Loans/deferred financing							Source of Loan	Loan Amount	Interest Rate	Amort. In Years	Monthly Payment	Note any specific conditions related to financing (i.e. points, variable interest, etc.)		Permanent Financing	\$ 1,604,881.38	7.00%	20	\$ 12,442.63	Interest Only	\$ 9,361.81	Deferred Costs	\$ 229,093.80				Financing Per Unit	\$ 229,268.77	Subtotal Loans		\$ 1,829,975.18		\$ 12,442.63			2. Grants							Source of Grant	Grant Amount per Unit	Grant Amount	Note any specific conditions related to Grant (i.e. rent limitations, % affordable, etc.)				In-kind Land Donation	\$ -	\$ -	7	Apply to total units			Private Donor Funding	\$ 25,000.00	\$ 175,000.00	4	Restricted Units at or Below 80% AMI			CHDO	\$ 58,000.00	\$ 232,000.00	3	Unrestricted / Market Rate Units			Subtotal Grants		\$ 83,000.00		\$ 407,000.00			3. Equity							Source of Equity	Equity per Unit	Equity Amount	Note any specific conditions related to Equity (i.e. repayment out of cash flow, upon sale, etc.)				NeighborWorks Equity - Acquisition	\$ -	\$ -	0.00% Calculated Equity as a percentage of TDC.				NeighborWorks Equity - Project	\$ -	\$ -					Subtotal Equity		\$ -					Total Sources of Permanent Funds		\$ 2,236,975.18	TDC:SALE 1.22			
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WHEREAS, the RDA has approved a HOME Program award of Two Hundred Thirty-two Thousand Dollars and 00/100 dollars (\$232,000.00) to CHDO/DEVELOPER for the implementation of the Project, as hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, the parties mutually agree as follows:

GENERAL PROVISIONS

- 1. FEDERAL REGULATIONS.** The provisions of 24 CFR Part 92 HOME Investment Partnership Program Final Rule as published in the Federal Register September 16, 1996 (hereinafter referred to as "HOME Program Regulations") and all future amendments and revisions to the same, The CHDO/DEVELOPER shall at all times comply with the HOME Program Regulations, associated Executive Orders, statutes, OMB Circulars, other related federal regulations, and all future revisions and amendments to the same. The CHDO/DEVELOPER shall become thoroughly familiar of the foregoing requirements as applicable and shall ensure that the Units of the Project comply in all respects with the HOME Program Regulations.
- 2. USE OF HOME PROGRAM AND AFFORDABLE HOUSING FUNDS.** The RDA agrees to provide the CHDO/DEVELOPER with HOME Program funds in the amount of, Two Hundred Thirty-two Thousand Dollars and 00/100 dollars (\$232,000.00) as outlined in Project Budget (attached as Exhibit A). The \$232,000.00 shall be utilized by the CHDO/DEVELOPER to finance the new construction of Seven (7) single family townhomes (4 affordable and 3 market rate) located at the corner of 4th Street and S. Chestnut Avenue, Green Bay WI (Parcel 2-176 through 2-178-A), as further detailed in the Project Description (attached as Exhibit B). The CHDO/DEVELOPER agrees that any monies in excess of the HOME Program funds which may be necessary to completely implement the Project shall be the sole



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 11/28/2023

1:1,200

1 inch = 100 feet*

1 inch = 0.0189 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





David Erickson

From: Caine, Lynelle <Lynelle.Caine@stantec.com>
Sent: Tuesday, October 1, 2024 2:27 PM
To: Rebecca Finco; matthew.buchanan@greenbaywi.gov; Tim Denissen; David Erickson
Cc: Weber, Evan
Subject: [External] Approximate Remedial Costs Associated with Cleanup of Neighborworks/Fourth Street

Here is an estimated breakdown of the costs for remedial cleanup of the Fourth Street Site.

Engineering Costs

Remedial oversight (24 hours) - \$4,750

Remedial Action Report – \$5,000

Closure Request - \$7,000 (without WDNR fees \$ ~1400)

Post Construction Vapor Sampling (trying to get Tidy Cleaners to pay for this or maybe City CWA grant) – \$6,900*

	Subtotal	\$23,650 w/ vapor
sampling		

\$16,750 (without vapor sampling being done by developer)

Subcontractor Costs**

Option 1 – Leave in Place and Cap

Capping (filter fabric and 18 inches of clean soil or 24 inches of clean soil) - \$7,375 (get more accurate number excavation contractor)

Mitigation System - \$1500 (per Tim)

Option 2 – Off-site Disposal

Landfill Disposal - \$34,000

Mitigation System - \$1500 (per Tim)

****Please note that the subcontractor costs would need to be bid out to get a more accurate estimate.**

Lynelle Caine

Senior Project Manager

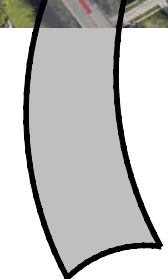
Mobile: 920-655-7211

Lynelle.Caine@stantec.com



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**TANKS 1ST
ADDITION, LOTS 86,
87, 88, BLK H.**

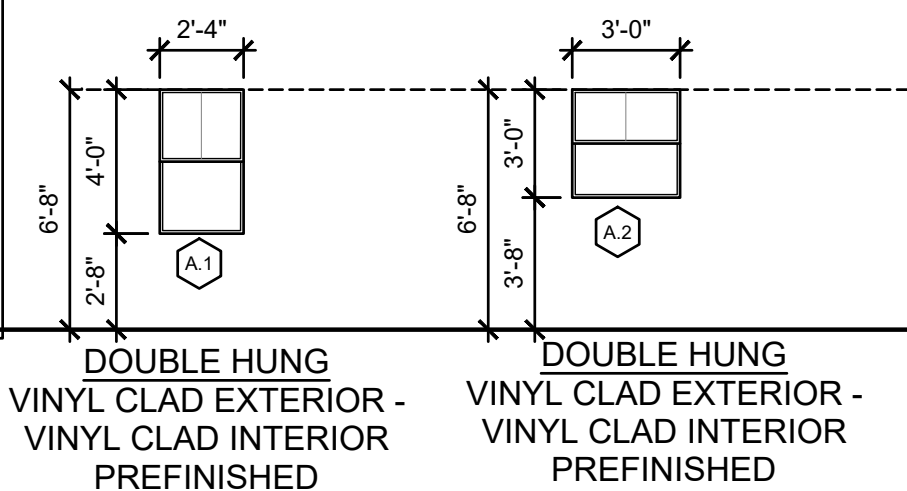
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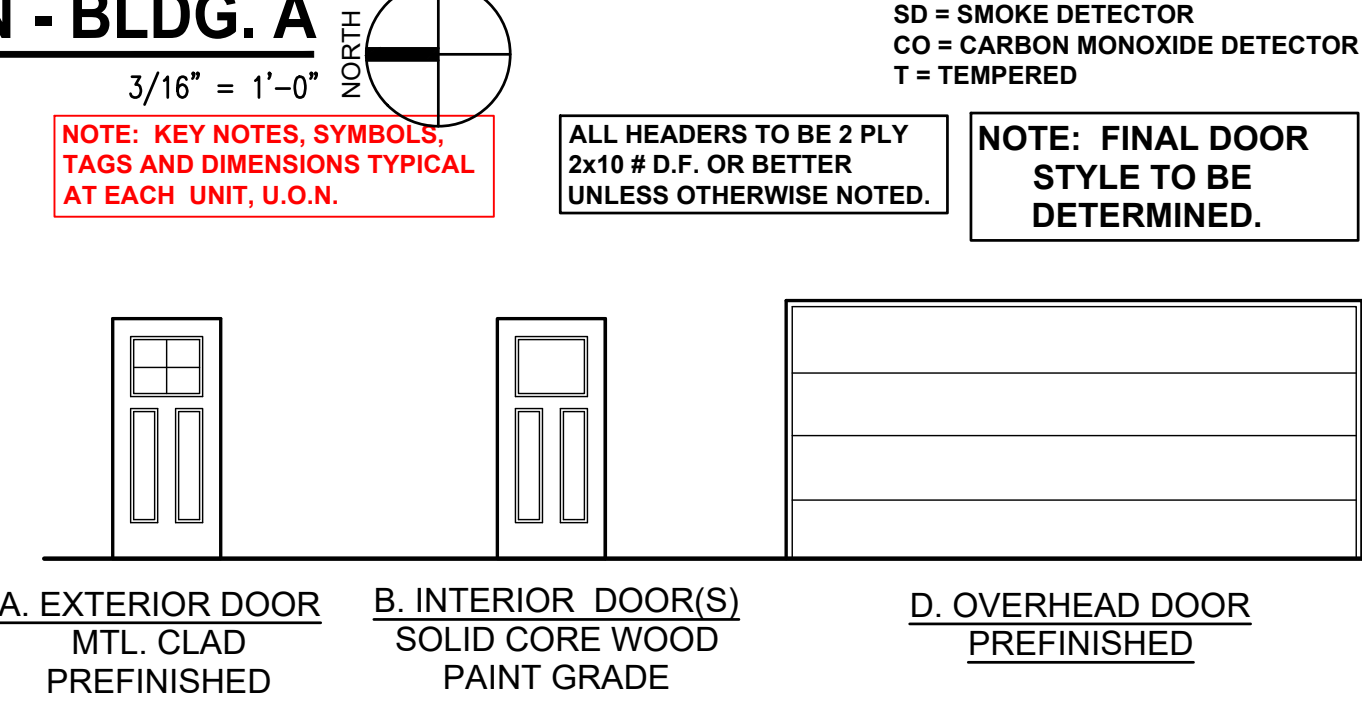
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EMERGENCY EGRESS
ONE SASH OF THIS GROUP MUST BE EQUIPPED WITH EMERGENCY EGRESS HARDWARE TO COMPLY WITH GOVERNING FIRE AND BUILDING CODES.



WINDOW TYPES



DOOR TYPES

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	



**4th Street MULTI-FAMILY
DEVELOPMENT**

v.21j.7.2 - (7) Side x Side Residence

Green Bay, WI 54301

Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024
ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

4th Street Multi-Family

GREEN BAY, WI
PROJECT NAME

GROUND LEVEL PLAN

BUILDING A
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

1.10a

SHEET NUMBER

- 4" DEEP CONCRETE PAD. PROVIDE 6x6 W1.4XW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
- BUILT-IN MILLWORK.
- DRYER VENT TO OUTSIDE.
- HEATING/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
- WASHER / DRYER CONNECTION.
- LINE OF SECOND FLOOR WALL ABOVE.
- ACRYLIC TUB/SHOWER
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KEY NOTES

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DOOR SCHEDULE		
DOOR#	DOOR SIZE	DOOR TYPE
100.1	3'-0" x 6'-8"	A
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104.1	16'-0" x 7'-0"	D
104.2	3'-0" x 6'-8"	A
104.3	3'-0" x 6'-8"	A
201.1	2'-8" x 6'-8"	B
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203.1	2'-8" x 6'-8"	B
203.2	2'-6" x 6'-8" PR. BYPASS	B
205.1	3'-0" x 6'-8"	B
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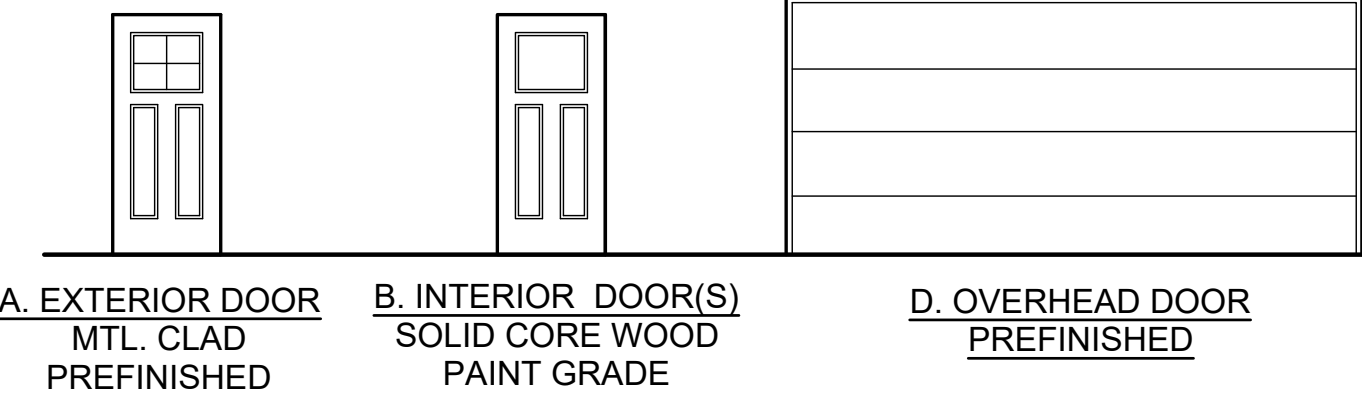
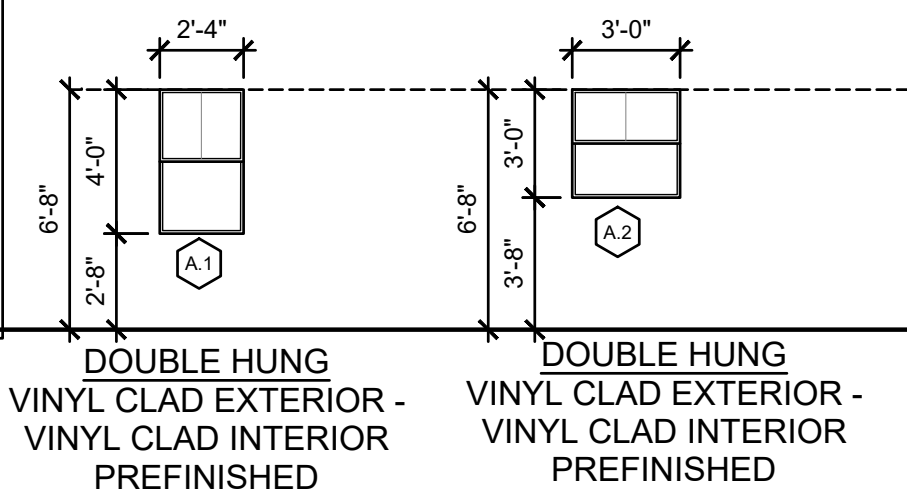
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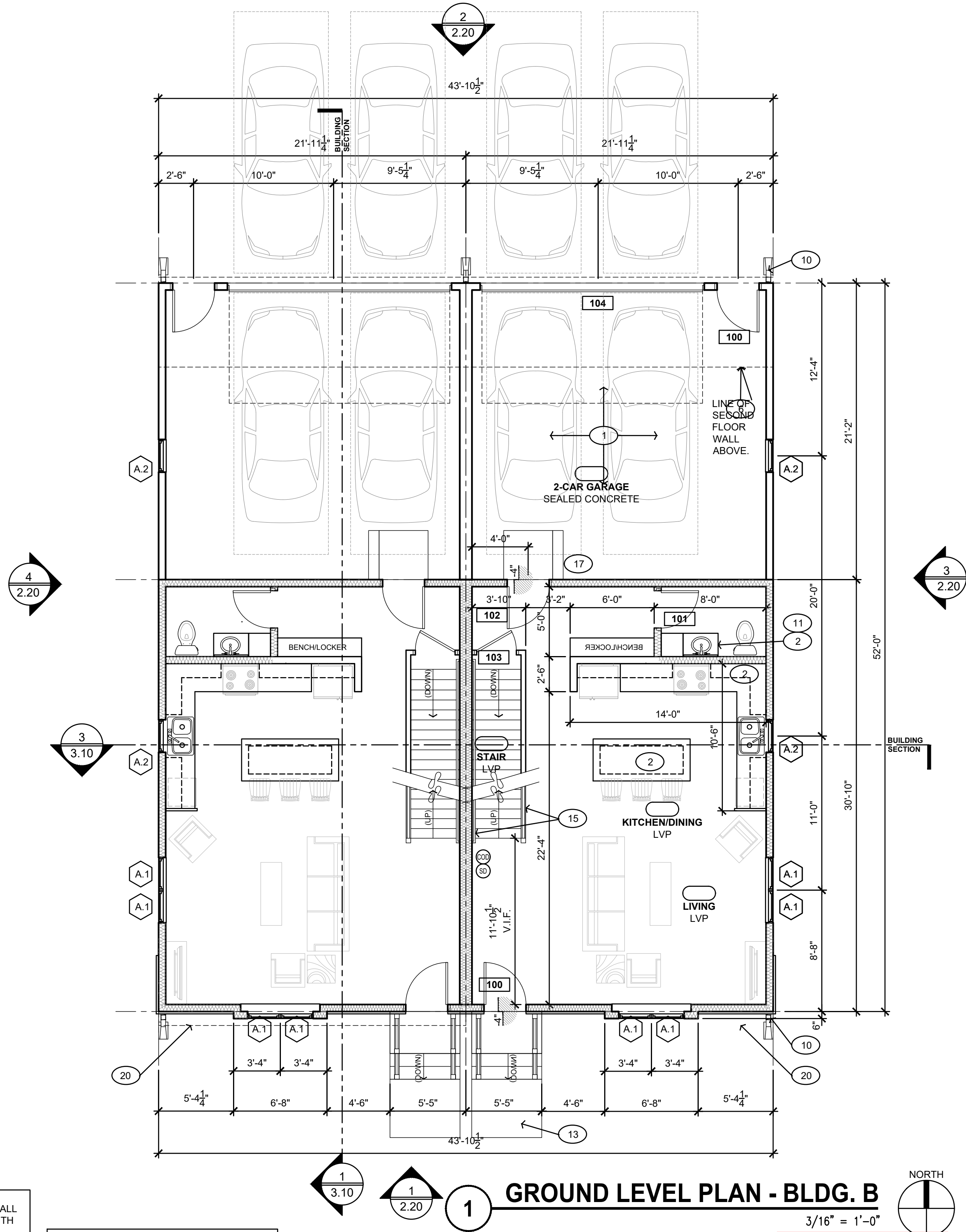
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GREEN BAY, WI

PROJECT NAME

GROUND LEVEL PLAN

BUILDING B

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

1.10b

SHEET NUMBER

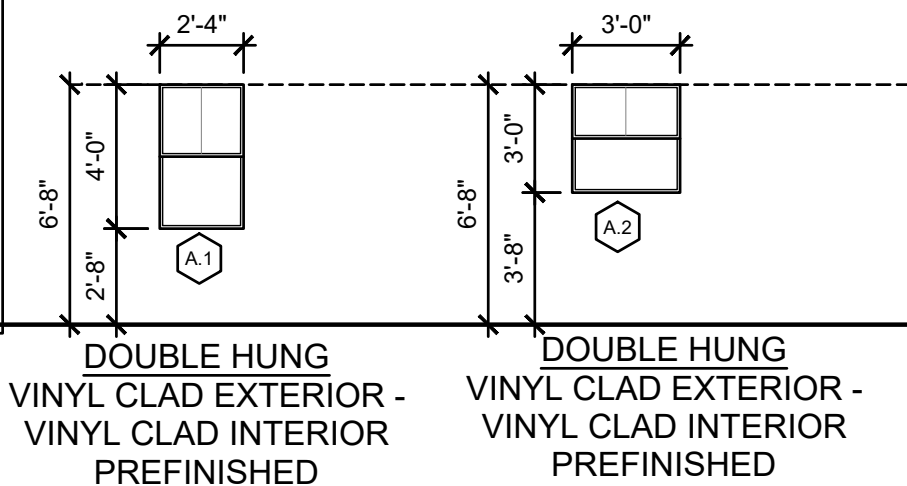
GENERAL NOTES

- 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.
- 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.
- ALL HEATING EQUIPMENT TO BE SEALED COMBUSTION TYPE & DIRECT VENTING.
- 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.
- ALL MATERIALS, DETAILS & INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS STANDARDS AND SPECIFICATIONS.
- ALL CONTRACTOR(S) SHALL BE RESPONSIBLE FOR LIMITING THE ACCUMULATION OF WASTE MATERIALS AND RUBBISH. DIMENSIONS ARE TO BE FIELD-VERIFIED & ADJUSTED ACCORDINGLY.
- DIMENSIONS ARE FROM FINISHED SURFACES, U.O.N.
- ALL HEADERS TO BE 2-PLY 2x10 #D.F. OR BETTER UNLESS OTHERWISE NOTED.
- COORDINATE ALL DOOR STYLES AND DOOR/WINDOW HEAD/JAMB/SILL DETAILS WITH OWNER.
- INTERIOR DOORS TO BE LOCATED WITHIN 4" OF CORNER TO ALLOW FOR TRIM, U.O.N.
- MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS U.O.N.
- INSULATE PLUMBING WALLS, TYP.
- 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.
- COORDINATE W/ PLUMBING CONTRACTOR FOR ALL UNDER-SLAB PIPING PRIOR TO POURING SLAB.
- COORDINATE ALL FLOOR FRAMING WITH PLANNED PLUMBING FIXTURES TO ENSURE DRAINS DO NOT INTERFERE WITH FRAMING.
- 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.

EGRESS WINDOW NOTES:

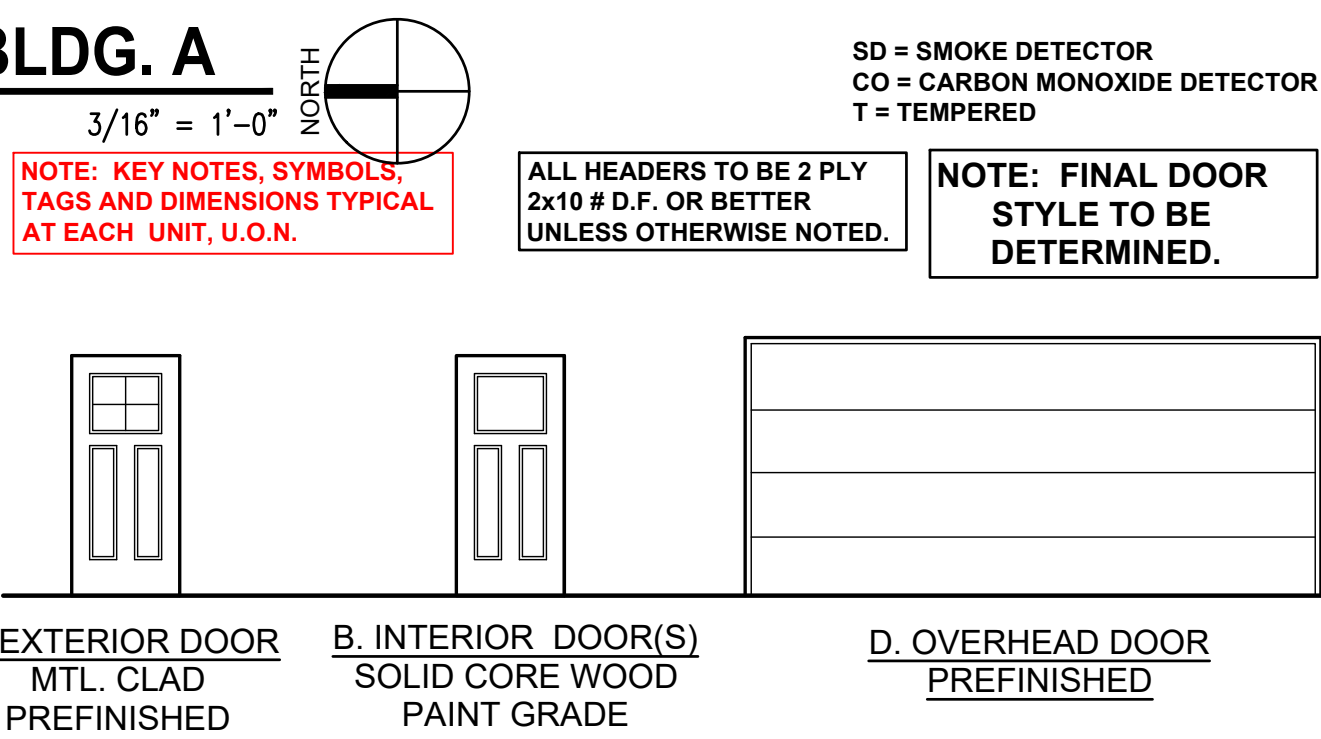
- WINDOW SHALL BE OPERABLE.
- WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
- WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
- THE MINIMUM OPENING OF THE WINDOW SHALL BE 5.7 S.F. AT THE GROUND FLOOR.

EMERGENCY EGRESS
ONE SASH OF THIS GROUP MUST BE EQUIPPED WITH EMERGENCY EGRESS HARDWARE TO COMPLY WITH GOVERNING FIRE AND BUILDING CODES.



WINDOW TYPES

1 UPPER LEVEL PLAN - BLDG. A



DOOR TYPES

KEY NOTES

(X) REFERENCED BY THIS SYMBOL. NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

* PER UNIT

DOOR SCHEDULE		
DOOR#	DOOR SIZE	DOOR TYPE
100.1	3'-0" x 6'-8"	A
101.1	2'-8" x 6'-8"	B
103.1	2'-10" x 6'-8"	B
104.1	16'-0" x 7'-0"	D
104.2	3'-0" x 6'-8"	A
104.3	3'-0" x 6'-8"	A
201.1	2'-8" x 6'-8"	B
201.2	2'-6" x 6'-8" PR. BYPASS	B
203.1	2'-8" x 6'-8"	B
203.2	2'-6" x 6'-8" PR. BYPASS	B
205.1	3'-0" x 6'-8"	B
206.1	2'-8" x 6'-8"	B
207.1	2'-8" x 6'-8"	B
207.2	3'-0" x 6'-8" PR. BYPASS	B
208.1	2'-8" x 6'-8"	B
209.1	2'-8" x 6'-8"	B
211	3'-0" x 6'-8"	A

- 4" DEEP CONCRETE PAD. PROVIDE 6x6 W1.4XW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
- BUILT-IN MILLWORK.
- DRYER VENT TO OUTSIDE.
- HEATING/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
- WASHER / DRYER CONNECTION.
- LINE OF SECOND FLOOR WALL ABOVE.
- ACRYLIC TUB/SHOWER
- BALCONY W/ GUARDRAIL @ 42" AFF.
- 24"x22" ATTIC ACCESS PANEL ABOVE.
- 5" DOWNSPOUT W/ SPLASH BLOCK AT FINISH GRADE.
- MIRROR.
- CONCRETE PAD.
- CONCRETE SIDEWALK TO PROPERTY LINE.
- LINE OF CONTINUOUS 16" W. x 8" D. FOOTING.
- 1-1/2" DIA. HANDRAIL. MAX. 36" AFF.
- LINE OF ROOF BELOW. RE: ELEVATIONS.
- WOOD STAIR AND RAIL.
- LINE OF BALCONY ABOVE.
- WATER HEATER, TYPE TBD.
- LINE OF SECOND FLOOR WALL ABOVE. RE: ELEVATIONS.

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.
**UNFINISHED BASEMENT	

**4th Street MULTI-FAMILY
DEVELOPMENT**
v.21j.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024

ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY

4th Street Multi-Family

GREEN BAY, WI

PROJECT NAME

UPPER LEVEL PLAN

BUILDING A

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

1.20a

SHEET NUMBER

SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	680.0 SQ. FT.
UPPER LEVEL A/C	1,053.1 SQ. FT.
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*PER UNIT
**UNFINISHED BASEMENT

4th Street MULTI-FAMILY
DEVELOPMENT

v.21j.7.2 - (7) Side x Side Residence

Green Bay, WI 54301

Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024

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REVISION LOG

© NEIGHBORWORKS GREEN BAY



4th Street Multi-Family

GREEN BAY, WI

PROJECT NAME

UPPER LEVEL PLAN

BUILDING B

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

1.20b

SHEET NUMBER

- 4" DEEP CONCRETE PAD. PROVIDE 6x6 W1.4xW1.4 WWM HELD TO TOP OF SLAB OVER 4" COMPACTED GRAVEL.
- BUILT-IN MILLWORK.
- DRYER VENT TO OUTSIDE.
- HEATING/COOLING UNIT ON PAD BY HVAC CONTRACTOR.
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- LINE OF SECOND FLOOR WALL ABOVE.
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- LINE OF BALCONY ABOVE.
- WATER HEATER, TYPE TBD.
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KEY NOTES

- ⊗ REFERENCED BY THIS SYMBOL. NOTE: NOT ALL NOTES APPLY TO THIS SHEET.

* PER UNIT

DOOR SCHEDULE

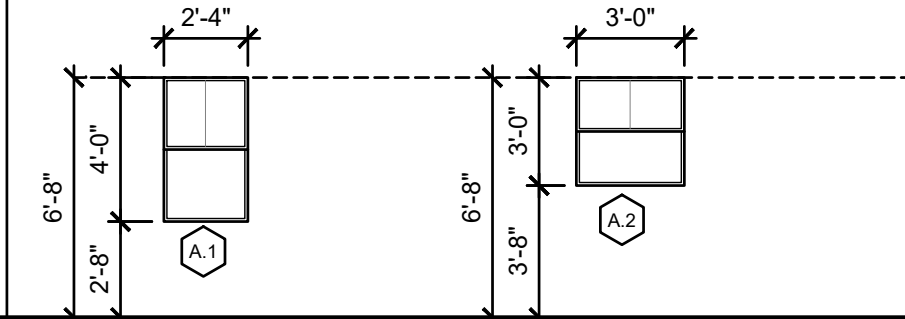
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206.1	2'-8" x 6'-8"	B
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- MOISTURE RESISTANT GYP. BD. ON ALL WET WALLS U.O.N.
- INSULATE PLUMBING WALLS, TYP.
- ALL JOINTS INSTALLED IN OR BETWEEN FIRE RESISTANT RATED WALLS, FLOORS OR CEILING ASSEMBLIES AND ROOFS SHALL BE PROTECTED BY APPROVED FIRE RESISTANT JOINT SYSTEMS PER IBC.
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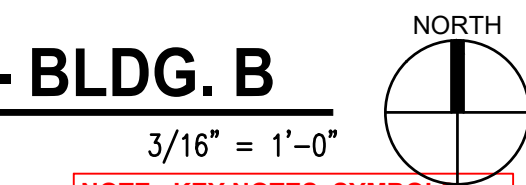
EGRESS WINDOW NOTES:

- WINDOW SHALL BE OPERABLE.
 - WINDOW SILL SHALL NOT BE HIGHER THAN 44" A.F.F.
 - WINDOW OPENING SHALL HAVE A MINIMUM CLEAR DIMENSION OF 24" HIGH & 20" WIDE.
 - 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

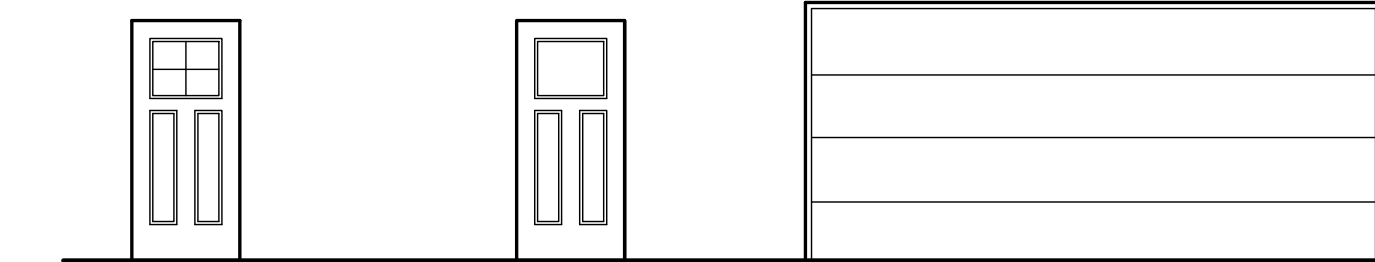
WINDOW TYPES



NOTE: KEY NOTES, SYMBOLS,
TAGS AND DIMENSIONS TYPICAL
AT EACH UNIT, U.O.N.

ALL HEADERS TO BE 2 PLY
2x10 # D.F. OR BETTER
UNLESS OTHERWISE NOTED.

NOTE: FINAL DOOR
STYLE TO BE
DETERMINED.

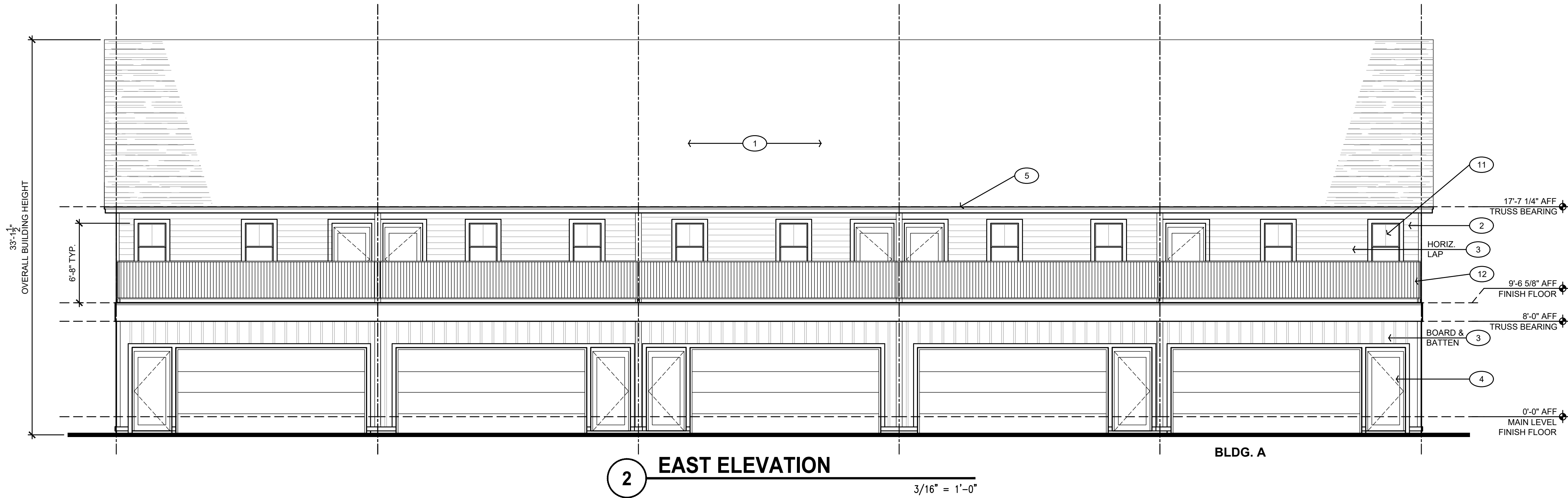


A. EXTERIOR DOOR
MTL. CLAD
PREFINISHED

B. INTERIOR DOOR(S)
SOLID CORE WOOD
PAINT GRADE

D. OVERHEAD DOOR
PREFINISHED

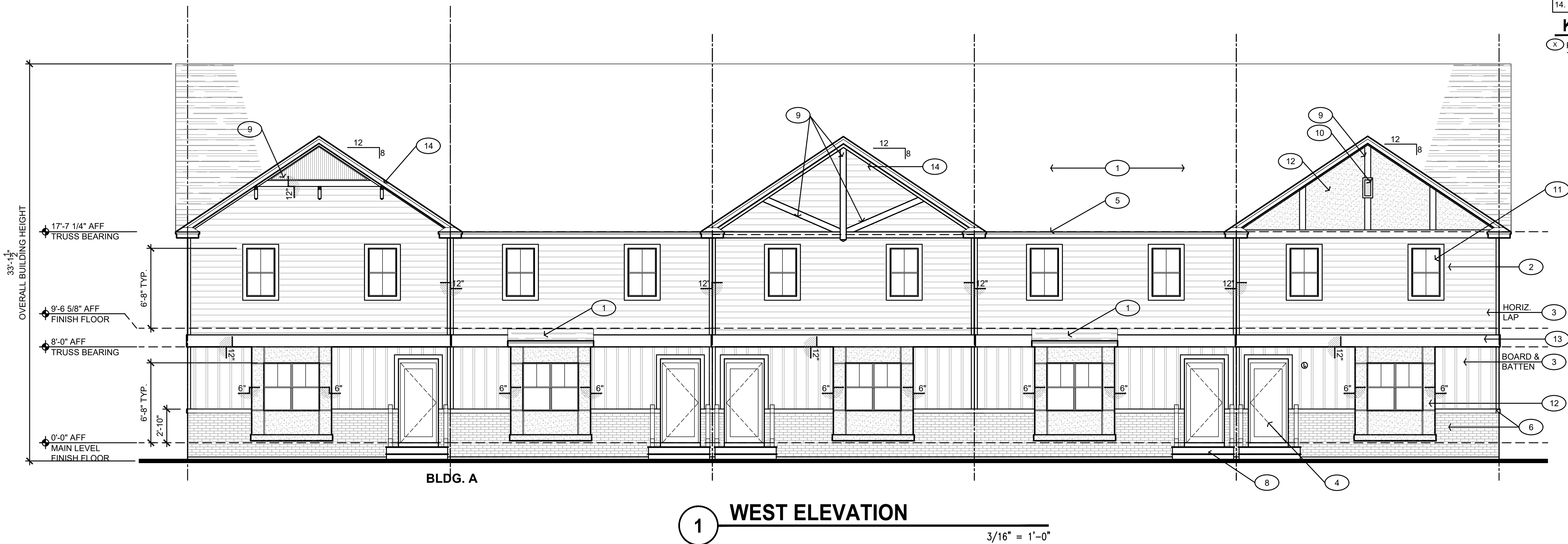
DOOR TYPES



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. (BOARD AND BATTEN PATTERN)
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 SIDING. PAINT OR INTEGRAL COLOR.
13. 12\" TRIM. PAINT.
14. DECORATIVE BRACKET.

KEY NOTES

(X) REFERENCED BY THIS SYMBOL
THIS SHEET ONLY



4th Street MULTI-FAMILY

DEVELOPMENT

v.21j.7.2 - (7) Side x Side Residence

Green Bay, WI 54301

Lots 2-176, 2-177, 2-178, 2-178-A

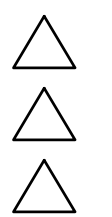
NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024

ISSUED FOR: REVIEW

REVISION LOG

© NEIGHBORWORKS GREEN BAY



4th Street Multi-Family

GREEN BAY, WI

PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

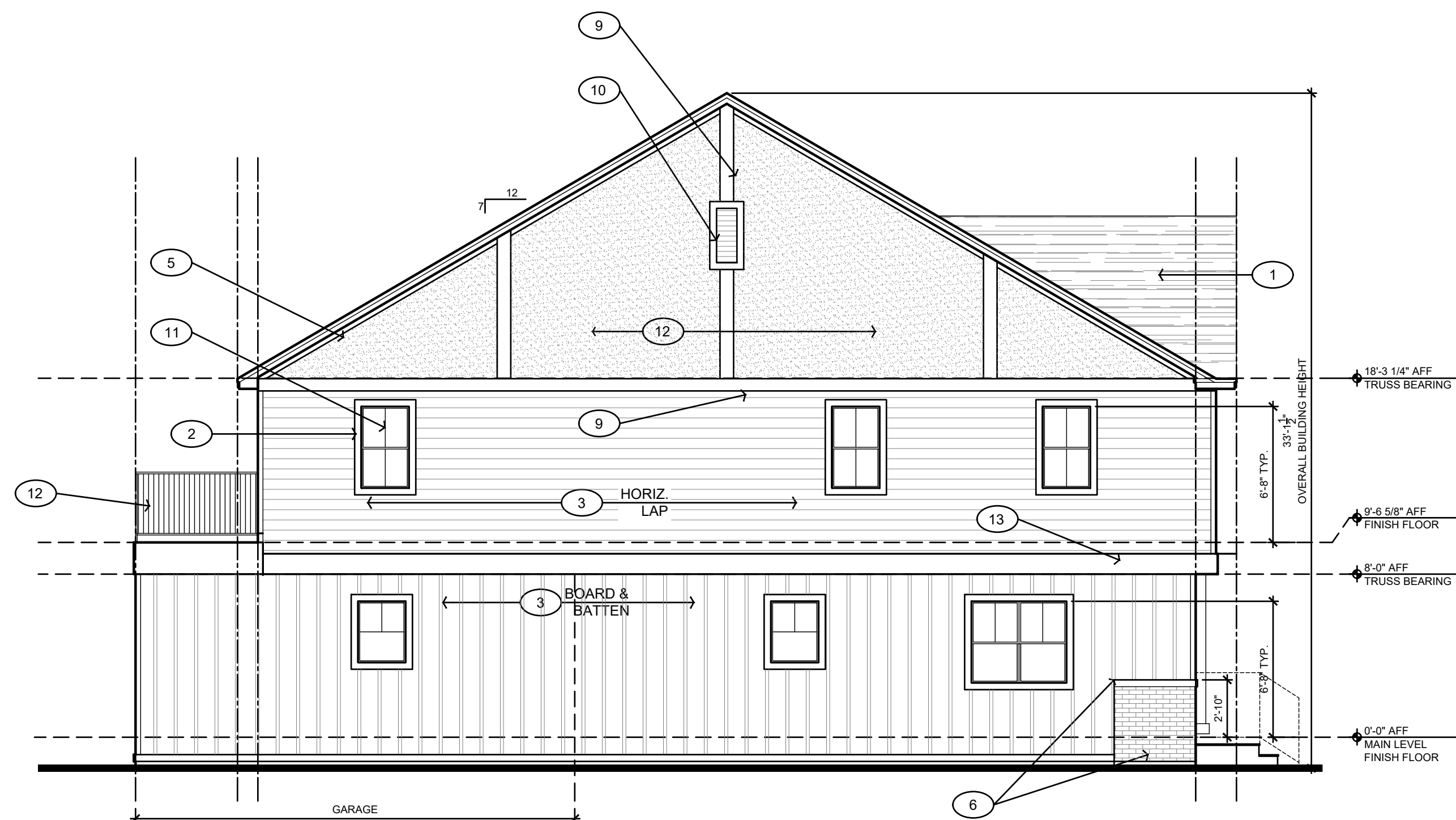
PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

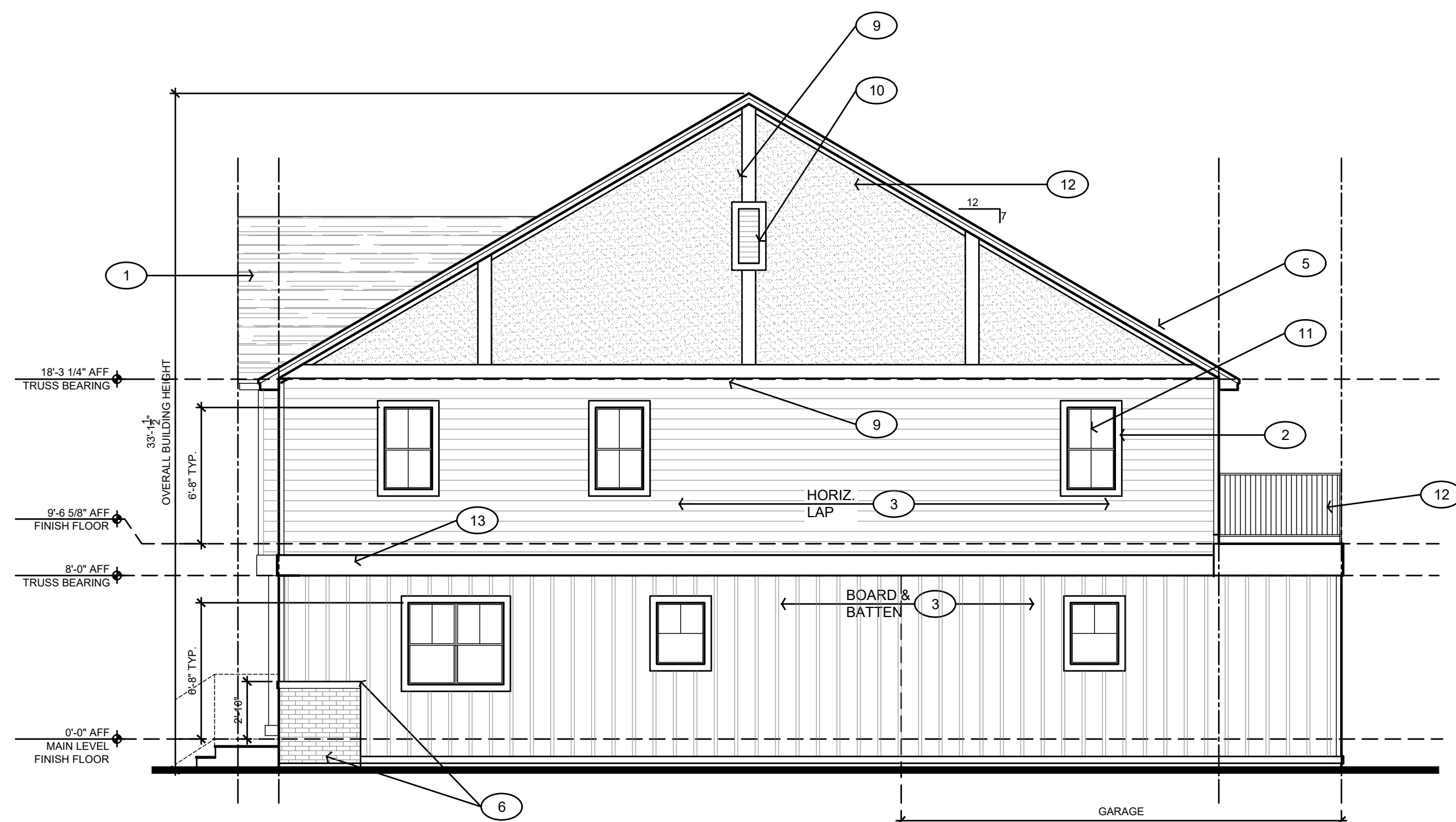
SCALE: AS NOTED

2.10

SHEET NUMBER



4 WEST ELEVATION
3/16" = 1'-0"

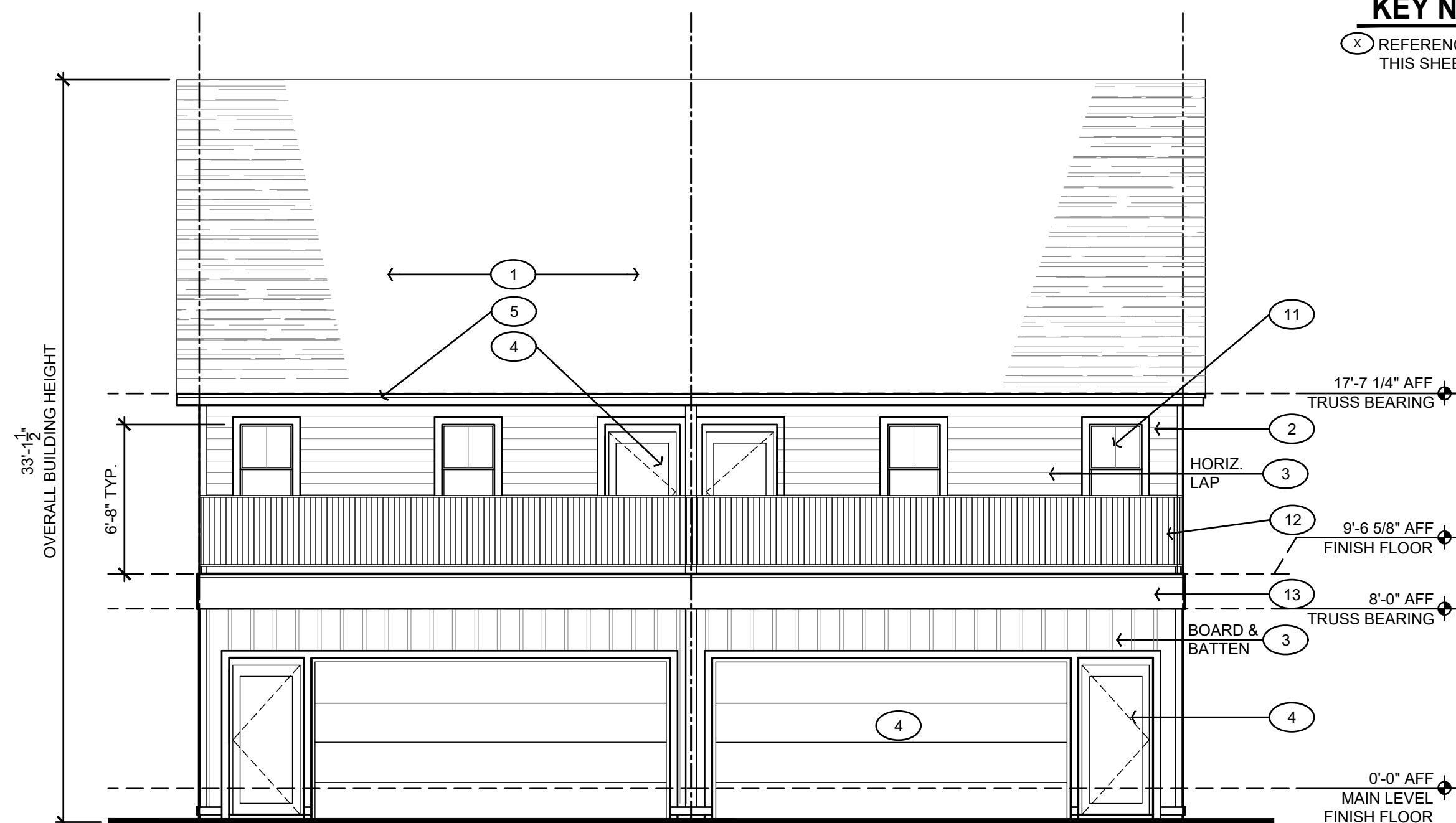


3 SIDE ELEVATION
3/16" = 1'-0"

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. (BOARD AND BATTEN PATTERN)
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. BRICK VENEER AND MASONRY CAP.
7. GUTTER AND DOWNSPOUT.
8. COMPOSITE DECK AND STAIR.
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KEY NOTES

(X) REFERENCED BY THIS SYMBOL
THIS SHEET ONLY



2 NORTH ELEVATION
3/16" = 1'-0"



1 SOUTH ELEVATION
3/16" = 1'-0"

4th Street MULTI-FAMILY
DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 5/6/2024

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REVISION LOG

© NEIGHBORWORKS GREEN BAY



4th Street Multi-Family

GREEN BAY, WI

PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

2.20

SHEET NUMBER

Affordability Calculator

Term (months)	360
Interest Rate	6.6%
Debt to Income	30%
Projected Sale Price	\$259,999.00
Down Payment	26,000
Proposed Subsidy	17,000

Unsubsidized Mortgage	233,999
Unsubsidized P&I	1,494
Subsidized Mortgage	216,999
Subsidized P&I	1,386

Affordable w/o subsidy

Affordable with subsidy

Area Median Income - 2024 Brown County Data				
AMI%	1 person	2 person	3 person	4 person
50%	34,312.50	39,218.75	44,125.00	49,000.00
51%	34,998.75	40,003.13	45,007.50	49,980.00
52%	35,685.00	40,787.50	45,890.00	50,960.00
53%	36,371.25	41,571.88	46,772.50	51,940.00
54%	37,057.50	42,356.25	47,655.00	52,920.00
55%	37,743.75	43,140.63	48,537.50	53,900.00
56%	38,430.00	43,925.00	49,420.00	54,880.00
57%	39,116.25	44,709.38	50,302.50	55,860.00
58%	39,802.50	45,493.75	51,185.00	56,840.00
59%	40,488.75	46,278.13	52,067.50	57,820.00
60%	41,175.00	47,062.50	52,950.00	58,800.00
61%	41,861.25	47,846.88	53,832.50	59,780.00
62%	42,547.50	48,631.25	54,715.00	60,760.00
63%	43,233.75	49,415.63	55,597.50	61,740.00
64%	43,920.00	50,200.00	56,480.00	62,720.00
65%	44,606.25	50,984.38	57,362.50	63,700.00
66%	45,292.50	51,768.75	58,245.00	64,680.00
67%	45,978.75	52,553.13	59,127.50	65,660.00
68%	46,665.00	53,337.50	60,010.00	66,640.00
69%	47,351.25	54,121.88	60,892.50	67,620.00
70%	48,037.50	54,906.25	61,775.00	68,600.00
71%	48,723.75	55,690.63	62,657.50	69,580.00
72%	49,410.00	56,475.00	63,540.00	70,560.00
73%	50,096.25	57,259.38	64,422.50	71,540.00
74%	50,782.50	58,043.75	65,305.00	72,520.00
75%	51,468.75	58,828.13	66,187.50	73,500.00
76%	52,155.00	59,612.50	67,070.00	74,480.00
77%	52,841.25	60,396.88	67,952.50	75,460.00
78%	53,527.50	61,181.25	68,835.00	76,440.00
79%	54,213.75	61,965.63	69,717.50	77,420.00
80%	54,900.00	62,750.00	70,600.00	78,400.00

100%	68,625.00	78,437.50	88,250.00	98,000.00
Area Median Income - 2024 Brown County Data				

Maximum Mortgage Payment			
1 person	2 person	3 person	4 person
857.81	980.47	1,103.13	1,225.00
874.97	1,000.08	1,125.19	1,249.50
892.13	1,019.69	1,147.25	1,274.00
909.28	1,039.30	1,169.31	1,298.50
926.44	1,058.91	1,191.38	1,323.00
943.59	1,078.52	1,213.44	1,347.50
960.75	1,098.13	1,235.50	1,372.00
977.91	1,117.73	1,257.56	1,396.50
995.06	1,137.34	1,279.63	1,421.00
1,012.22	1,156.95	1,301.69	1,445.50
1,029.38	1,176.56	1,323.75	1,470.00
1,046.53	1,196.17	1,345.81	1,494.50
1,063.69	1,215.78	1,367.88	1,519.00
1,080.84	1,235.39	1,389.94	1,543.50
1,098.00	1,255.00	1,412.00	1,568.00
1,115.16	1,274.61	1,434.06	1,592.50
1,132.31	1,294.22	1,456.13	1,617.00
1,149.47	1,313.83	1,478.19	1,641.50
1,166.63	1,333.44	1,500.25	1,666.00
1,183.78	1,353.05	1,522.31	1,690.50
1,200.94	1,372.66	1,544.38	1,715.00
1,218.09	1,392.27	1,566.44	1,739.50
1,235.25	1,411.88	1,588.50	1,764.00
1,252.41	1,431.48	1,610.56	1,788.50
1,269.56	1,451.09	1,632.63	1,813.00
1,286.72	1,470.70	1,654.69	1,837.50
1,303.88	1,490.31	1,676.75	1,862.00
1,321.03	1,509.92	1,698.81	1,886.50
1,338.19	1,529.53	1,720.88	1,911.00
1,355.34	1,549.14	1,742.94	1,935.50
1,372.50	1,568.75	1,765.00	1,960.00

Required Subsidy			
1 person	2 person	3 person	4 person
99,684.43	80,479.14	61,273.86	42,190.90
96,998.13	77,408.74	57,819.35	38,354.73
94,311.84	74,338.34	54,364.85	34,518.57
91,625.55	71,267.94	50,910.34	30,682.41
88,939.25	68,197.55	47,455.84	26,846.24
86,252.96	65,127.15	44,001.33	23,010.08
83,566.67	62,056.75	40,546.83	19,173.91
80,880.37	58,986.35	37,092.32	15,337.75
78,194.08	55,915.95	33,637.82	11,501.58
75,507.79	52,845.55	30,183.31	7,665.42
72,821.49	49,775.15	26,728.81	3,829.26
70,135.20	46,704.75	23,274.30	-
67,448.91	43,634.35	19,819.80	-
64,762.61	40,563.95	16,365.29	-
62,076.32	37,493.55	12,910.79	-
59,390.03	34,423.15	9,456.28	-
56,703.73	31,352.76	6,001.78	-
54,017.44	28,282.36	2,547.27	-
51,331.15	25,211.96	-	-
48,644.85	22,141.56	-	-
45,958.56	19,071.16	-	-
43,272.27	16,000.76	-	-
40,585.97	12,930.36	-	-
37,899.68	9,859.96	-	-
35,213.38	6,789.56	-	-
32,527.09	3,719.16	-	-
29,840.80	648.76	-	-
27,154.50	-	-	-
24,468.21	-	-	-
21,781.92	-	-	-
19,095.62	-	-	-



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

MEETING DATE

October 8, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve the selection of an engineering consultant for the Shipyard Phase II park development.

BACKGROUND

On August 19th of this year, the City of Green Bay's Parks Department released a Request for Proposals (RFP) for engineering services for Phase II of the Shipyard park development. Phase II will include the construction of a great event lawn, dog park, urban beach with volleyball courts, custom adventure themed playground, fitness court, play fountain, art, signage, site access, and stormwater management. An engineering consultant is required to prepare construction plans for the already developed master plan, written specifications, cost estimates, and construction administration services. The overall project has a budget of \$10,000,000, to include both professional services for engineering and construction. The City has secured a \$5,000,000 grant from the National Parks Service to complete Phase II.

Three qualified engineering firms submitted proposals, which were reviewed and scored by four City staff representing the departments of Public Works, Community and Economic Development, and Parks, Recreation and Forestry. The scoring matrix considered:

- General Experience & Qualifications of the Firm and Key Personnel Assigned to City - 30 points
- Understanding of the work - 25 points
- Price - 25 points
- References - 10 points
- Schedule - 5 points
- Creativity - 5 points

The total scores from the initial review round are presented below along with initial cost estimates:

Consultant	Initial Review Round Total Score	Initial Cost Estimate
Ayres	338	\$1,170,000
SmithGroup	339	\$1,165,765
Stantec	327	\$876,640

Considering the close scores between the top two highest scoring consultants, staff requested those two firms meet with staff and a Redevelopment Authority member to make formal presentations to determine which consultant would receive the recommendation for final selection. The third firm, Stantec, was not considered for the final review round because they rated lowest as a cumulative group in the scoring matrix. Additionally, though Stantec's cost estimate was the lowest, their proposal did not include a custom

playground design in their price, which was requested in the RFP (addendum 2) and indicated by the National Parks Service grant.

After the presentations, the review team unanimously agreed that Ayres should be recommended as the engineering consultant for Shipyard Phase II. If approved for selection, Ayres intends to start work by late October. Their schedule anticipates construction documents to be completed by June 25, 2025, and construction contract award by August 2025.

RECOMMENDATION

Approval to select Ayres as the engineering consultant for the Shipyard Phase II park development.

FISCAL IMPACT

The proposal submitted by Ayres included a cost of \$1,170,000, but may be reduced or increased as part of future change orders to be approved by the RDA/City. The total cost would be included in the previously approved \$10,000,000 budget for Shipyard Phase II. The City has secured a \$5,000,000 grant from National Parks Service for the project. The remaining costs will be covered by TID #22 or future grants.

ATTACHMENTS

1. Ayres Proposal
2. RFP Shipyard Phase II



Shipyard Phase II Development

Engineering Services

AYRES

IN PARTNERSHIP WITH

DESIGNWORKSHOP

City of Green Bay

September 25, 2024



MALONE PARK, NEW BERLIN, WI

Table of Contents

01 Cover Letter

03 Firm Information

05 Key Personnel & Subconsultant

20 Similar Projects & References

29 Project Approach & Schedule

33 Cost Breakdown

34 Agreement

September 25, 2024

DESIGNWORKSHOP

City of Green Bay
Kaurie Mihm, PLA
Parks, Recreation, and Forestry Department
Kaurie.mihm@greenbaywi.gov

Re: Shipyard Phase II Development Engineering Services

Dear Ms. Mihm and Selection Committee,

Traditions are to communities what memories are to individuals. When making both the fiscal and time investment in developing a community space, you are investing in the future health and well-being of your people. You help create a community that builds relationships with neighbors and supports all generations. In short, you are building the physical elements that promote interaction and generate traditions.

We are happy to present this proposal to provide design, bidding, and construction administration services for Phase II of the Shipyard Redevelopment Project. Our team, in partnership with Design Workshop, national experts in park design and creators of Green Bay's Title Town Plaza, has worked with municipalities large and small to prepare park master plans, bidding documents, and provide construction administration. We have a skilled and creative team that can produce a plan that is clear, concise, and ready to implement so that the Shipyard Redevelopment becomes home to many memories for the community of Green Bay.

In our proposal, you will see how we will be able to take this preliminary design and engagement data through to construction. A key part of our process is understanding the specific community user groups and tailoring solutions that reflect their needs and desires. In addition to our approach, the following are what we see as guiding principles that will help us make balanced decisions for this project.

- **Balancing Creativity and Performance:** When we balance creativity and performance, we can develop solutions that will stand the test of time and inspire change. Our team is composed of engineers, designers, construction specialists, and landscape architects. The engineering and construction side will ensure your project performs as intended, while our landscape architects and designers will present innovative solutions you didn't know existed.
- **Journey Mapping for Effective Solutions:** By mapping a user's journey through the park, we can better understand the common pain points someone might face and develop effective solutions. When done correctly, these journeys allow us to design parks that give users the best experience possible by placing program elements and amenities in ideal locations for optimal use. In addition to increased use, we limit the amount of time and money invested in improvements that never get used. We focus your time and money on investments that result in improvements that are meaningful and impactful.

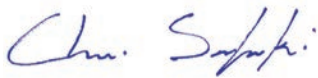
- **Collaboration Drives the Task and Multiplies the Success:** A group of well-informed, well-coordinated individuals can do more than one person alone. This Ayres team has worked through multiple park projects in the past. We believe teamwork helps bring the best ideas forward and is key to accomplishing them in the most efficient process possible. We believe wholeheartedly that the staff at the City of Green Bay and all others who will be involved in the process are part of this team. Where we truly excel is in developing a method for working together to produce a plan we are all proud of.
- **Maintenance Should Not be a Burden:** The success of any design lies in its sustainability, and that means creating spaces the community can realistically maintain over time. As a multidisciplinary engineering firm, we leverage our broad expertise to ensure that every design decision—from tree placement to material selection—balances beauty with practicality. By incorporating familiar materials and designing with efficiency in mind, we reduce the time, effort, and resources needed to maintain park amenities, ensuring the space remains vibrant and functional for years to come.

Thank you for considering our qualifications. Our entire project team is excited about the future improvements at the Shipyard Redevelopment and is eager to team up with the City of Green Bay to make the project a success.

If you have any questions, please do not hesitate to contact any of us.

Sincerely,

Ayres Associates Inc



Chris Silewski, PLA
Ayres Project Manager/Landscape Architect
Cell: 303.945.6732
SilewskiC@AyresAssociates.com



Jim MacRae, PLA, LEED AP
Design Workshop Principal
Cell: 303.349.7194
jmacrae@designworkshop.com



Craig Schuh, PE
Ayres Construction Project Manager/Manager-Engineering Services
Cell: 920.366.0970
SchuhC@AyresAssociates.com



Firm Information

Founded in 1959, Ayres Associates Inc. is an **employee-owned C corporation** of approximately 400 innovative problem-solvers nationwide. We stand with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment.



Park Design and Implementation Studio

Leveraging an extensive reservoir of project expertise, our team excels in crafting not only comprehensive parks and recreation master plans but also dynamic area-wide master plans. Our forte extends to parks and recreation facilities design, coupled with specialized studies that set the stage for transformative impact.

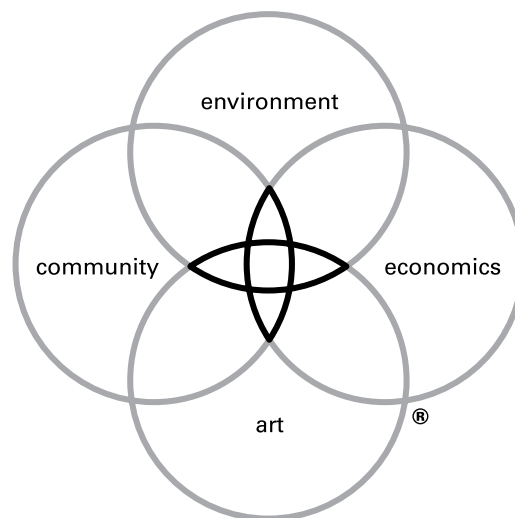
At the heart of our approach is the integration of in-house multidisciplinary perspectives. Our team is made up of community planners, landscape architects, public engagement specialists, environmentalists and economic experts. This diverse synergy ensures that your plans and studies are not only robust but also primed for seamless implementation. Augmenting our capabilities are in-house geospatial services and 3-D visualization professionals who breathe life into ideas, catering to a spectrum of audiences.

Our success is measured not just in plans but in tangible outcomes. Our keen focus on practical implementation has translated into exceptional park projects from welcome centers, to student plazas, athletic fields and complexes, to commencement gathering spaces, and successful referendum graphic illustrations. Embracing a collaborative planning ethos, we actively engage with local staff, specialists, stakeholders, and residents. Join us in sculpting a future where implementable reports, dynamic community engagement, and impactful ideas converge to redefine possibilities.



Design Workshop is an international design studio integrating landscape architecture, urban design, economics and engagement. Since the first “Workshop” in 1969, the firm continues to innovate with each generation; leading clients through changing economic and environmental conditions impacting their communities.

As our cities become more urbanized, the demands for equitable public space increases. Design Workshop understands this, which is why they establish urban frameworks to support economic prosperity, social connections, and timeless beauty. Their designs incorporate layered experiences in flexible spaces – city parks that can host community events, accommodate pick-up soccer and harvest rainwater; streets that are lively ribbons of commerce and green infrastructure systems; plazas that feel as comfortable to a group of friends as a large gathering – these high-performance landscapes are economically vibrant, environmentally restorative, and culturally rich.



DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities.

It is the foundation of the firm’s workshop culture and guides all projects.

DESIGNWORKSHOP
www.designworkshop.com



KEY PERSONNEL

Key Personnel

We strongly believe that teamwork and open communication helps make every project better. The team we have assembled below includes engineers, landscape architects, designers, and project managers. The entire project team has already started discussions about this project. This dialogue lays the groundwork for long-lasting relationships that lead to an entire project team who understands their role and, equally importantly, understands everyone else's role. While we hope you can meet most of our team members, **Chris Silewski, PLA**, and **Craig Schuh, PE**, will be your primary contacts. They will attend meetings, schedule work, monitor progress and budgets, and see that the project is completed on time and meets expectations. To get a better understanding of each team member's previous experience and role on this project, please see their resumes on the following pages.

AYRES

DESIGN WORKSHOP



WI-based staff

Local Green Bay staff



Chris Silewski, PLA

Project Manager / Landscape Architect

Chris is a seasoned senior landscape architect with extensive expertise in parks and recreation. Serving as the project manager and design lead within Ayres' landscape architecture group, Chris infuses the design process with creativity and thoughtfulness, guiding projects from conception to construction. With almost two decades of experience, he specializes in crafting dynamic, site-specific designs that captivate the public's imagination and sees projects through to implementation.

Chris is recognized as a leader in human-centered design, prioritizing community outreach, user experience, local typology, art, ecology, and regional design in his approach. His commitment to creating destination-specific environments ensures that each project resonates with its intended audience. Through his engaging design process, Chris fosters meaningful connections between people and their environments, leaving a lasting impact on communities.

Total Experience

17 Years

Registrations

Professional Landscape Architect, WI, MN, FL

Education

BS, Environmental Design, North Dakota State University

BLA, Landscape Architecture, North Dakota State University

Memberships

American Society of Landscape Architects, Treasurer

Wisconsin Parks and Recreation Association

Select Experience

- River Prairie Development, Altoona, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Echo Lake Park Master Planning, Burlington, WI
- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- Jones Park Development, Town of Algoma, WI
- Erickson Park Improvements, Chippewa Falls, WI
- Harbor View Plaza, Milwaukee, WI
- Boyd Park Master Plan, Eau Claire, WI
- Malone Park Design, New Berlin, WI
- Lincoln Park North Pond Playground, Chicago, IL
- Irvine Park Flag Hill, Chippewa Falls, WI
- L.E. Phillips Library Site Design, Eau Claire, WI
- Westlawn Revitalization Phase 2, Milwaukee, WI
- Park Master Plan, Star Prairie, WI
- Eau Claire County Parks Master Plan, Eau Claire, WI
- Carson Park Stadium and Bleacher Improvements, Eau Claire, WI
- Mary Fitz Park Master Plan, Eau Claire County, WI

As a seasoned senior landscape architect with extensive expertise in parks and recreation, Chris will serve as Project Manager and Primary Point of Contact.



Design Workshop

Education

Master of Urban Design, University of Colorado, Denver

Bachelor of Science, Landscape Architecture, Cal Poly, San Luis Obispo, California

Licensure and Certifications

Registered Landscape Architect:
Colorado #554; California #2972; Texas #2597; Arizona #48758; Province of Alberta #307

LEED® Accredited Professional

Council of Landscape Architectural Registration Boards (CLARB)

Professional Affiliations

American Society of Landscape Architects (ASLA)

International Council of Shopping Centers

Recent Awards and Honors

ASLA Colorado Chapter Planning and Urban Design Merit Award - Cadence, Henderson, Nevada

ASLA Colorado Chapter Design Merit Award - Gardens on El Paseo, Palm Desert, California

Publications

"New Development Elevates Residential Green Standards," Houston Business Journal

Jim MacRae PLA, LEED® AP

PRINCIPAL

Jim is passionate about designing places that honor nature, people, and culture. His career has taken him across the globe, from North America, Asia, and the Middle East, and these professional experiences have sharpened his technical capacity and his appreciation for working in diverse natural and urban environments. For three decades, he has led the planning and design of many notable mixed-use projects in the United States.

He has broad expertise, but is best known for his planning and design of thoughtful urban environments, including transit-oriented and mixed-use districts, commercial corridors and streetscapes, urban parks and plazas, workspaces as well as sustainable new communities.

Select Project Experience

Two Rivers Park – Des Moines, IA

Design Workshop was the lead designer of 6-acre riverfront park that provides a range of park amenities such as adventure playground, skating ribbon, amphitheater, sledding hill, educational center and community gathering. Anchoring the new Market District, Two Rivers Park will be the urban park for the east village in downtown Des Moines.

Riverfront Park – Denver, CO

Design Workshop master planned and designed a 600-acre redevelopment district in downtown Denver and adjacent to the Platte River. Riverfront Park led to connecting downtown to the river and catalyzed over \$3.8 billion dollars of redevelopment in and around the district, including the restoration of Union Station, the iconic rail station in Denver. Because of its positive impact on the city and community, Riverfront is recognized as a leading model for urban redevelopment in the U.S.

Domain Central Park – Austin, TX

As part of big mixed-use district, Design Workshop designed the 1-acre central park as a green oasis in the heart of the Domain project. The park is anchored by a major public art piece that was conceptualized by Design Workshop but ultimately designed and fabricated by artist.



Craig Schuh, PE

Construction Project Manager / Civil Engineer

Craig joined Ayres in 1999 and manages engineering services provided out of the Green Bay area office. As a municipal engineer, he is responsible for managing and designing municipal and site civil projects; assisting transportation engineers with stormwater design; preparing earthwork computations; assisting in CADD development of plans, maps, and projects; and preparing plans, specifications, and bidding documents. Craig communicates directly with clients, regulatory agencies, contractors, and subconsultants. He assists with proposal writing, presentations, and project estimating. In his role as a resident construction engineer, he is responsible for construction administration and construction observation; supervision of construction staff; and enforcement of company safety policies.

Here is how Steve Gering, former assistant director of facilities for the University of Wisconsin-Green Bay, described Craig's work on the Driveway Pavement Replacement project in the student housing area: "The project went extremely well. ... I just want to thank you again on the super work you did on the specs and prints. The project went smoothly due to accurate and well-planned documents that you and your group provided."

Total Experience

25 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Memberships

Wisconsin Wastewater Operators' Association

Lake Area Public Works Association

American Public Works Association

Select Experience

- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- River Prairie Playspace, Altoona, WI
- Echo Lake Master Plan, Burlington, WI
- Harbor View Plaza Redevelopment, Milwaukee, WI
- Menekaunee Harbor Restoration, Marinette, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- L.E. Phillips Library Site Design, Eau Claire, WI
- Menomonie Public Library Site Design, Menomonie, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Fritsch Park Redevelopment, Menasha, WI
- River Wall and Park Improvements, Kewaunee, WI
- Sunset Park Connection to Fox River Trail, Allouez, WI
- Jones Park Development, Town of Algoma, WI
- Memorial Park Splash Pad, Shawano, WI

Craig, a seasoned municipal engineer, excels in managing civil projects with smooth execution through meticulous planning and coordination.



Trace Hubbard, PE

Stormwater Management / Civil Engineer

Trace joined Ayres' engineering services staff full-time in 2015, bringing experience in the inspection of water main, sanitary sewer, and storm sewer installation. His duties with Ayres include a variety of municipal engineering design and construction phase tasks. Design tasks include infrastructure plan design development, technical specification development, quantity calculations, cost estimates, construction observation, and Civil 3D operation. Construction phase tasks include on-site observation and construction contract administration.

Total Experience

9 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, Michigan Technological University

Select Experience

- The Preserve 3 Inspection, Green Bay, WI
- Hillcrest Drive and Haven Place Reconstruction, Green Bay, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Marsh Park Site Planning and Design, Sheboygan County, WI
- Torpy Park Sanitary Sewer Improvements, Minocqua, WI
- Washington Park - Construction Administration, Neenah, WI
- River Wall and Park Improvements, Kewaunee, WI
- Community Park - Natural Way Planning, Winnebago County, WI
- Sunset Bike Trail Repairs, Peninsula State Park, Door County, WI
- Jones Park Development, Town of Algoma, WI
- Green Isle Park Roadway/Longview Trail, Allouez, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- Menekaunee Harbor Restoration, Marinette, WI
- Mike McCarthy Way Parking Lot Concepts, Ashwaubenon, WI
- UW-Green Bay Housing Parking Lot Reconstruction, Green Bay, WI
- Kohler-Andrae State Park Parking Lot and Entrance Road Improvements, Sheboygan, WI
- UW-Green Bay Shoreline Revetment, Communiversity Park, Green Bay, WI

Trace is a skilled municipal engineer in infrastructure design, cost estimation, and construction management.



Adam Schneider, PE

Urban Water / Water Resources Engineer

Adam manages and contributes to a variety of water resources projects. His responsibilities include performing hydraulic and hydrologic computations and providing design for hydraulic structures. He has led and managed projects for federal, state, and local clients.

Adam has led numerous hydrology updates for dams in support of Federal Energy Regulatory Commission (FERC) and state relicensing. This includes Oroville Dam in California, which has been subject to a complete reassessment after its well-publicized spillway failure in 2017. Adam prides himself on seamless communications with clients and regulators throughout a project's duration to keep them on schedule and on budget.

Adam's technical strengths include:

- Hydraulic structure design
- Embankment and filter design
- Watershed modeling
- Dam removal design
- Reservoir system modeling
- Hydraulic modeling
- Flood flow-frequency analysis
- Contract documents
- Construction administration and observation

Select Experience

- Echo Lake Dam Modification and Park Improvements, Burlington, WI
- Echo Lake Park Master Planning, Burlington, WI
- Marsh Dam Replacement & Construction, Sheboygan County, WI
- Pigeon River Stabilization, Sheboygan, WI
- Hingham Dam Feasibility Study & Spillway Improvements, Sheboygan County, WI
- Echo Lake Dam Pre-Dredging Study, 2021 ORIP Inspection, Spillway Feasibility Study, Burlington, WI
- Waldo Dam 2020 ORIP Inspection, Waldo, WI
- Hemlock Dam Repair, Sauk County, WI
- Hydro Left Detached Dike Stability and Improvements, Tomahawk, WI
- Miller Dam Sluice Gate Replacement, Taylor County, WI
- Dam 12 Removal, Clark County, WI

Adam brings expertise in hydraulic computations and managing high-profile projects.

Total Experience

18 Years

Registrations

Registered Professional Engineer, WI, CA, MI, MN, MO

Education

MS, Civil Engineering, University of California-Davis

BS, Civil and Environmental Engineering, University of Wisconsin-Madison

Memberships

Association of State Dam Safety Officials (ASDSO)

Training

ASDSO Embankment Seepage

ASDSO Concrete Construction

ASDSO Construction Dewatering

ASDSO Spillway Gate Repairs



Thomas Ramsey, PLA

Construction Document Manager / Landscape Architect

Thomas is the driving force behind Ayres' sports and recreation sector, specializing in athletic facilities such as baseball and softball fields, pickleball courts, football fields, and multi-use sports complexes. Since joining the team in 2015 as a landscape designer and subsequently becoming a licensed landscape architect, Thomas has spearheaded numerous projects as the lead sports and recreation expert. As a dedicated project manager, he not only oversees the development of project deliverables but also cultivates strong client relationships through a collaborative approach to project execution.

With meticulous attention to detail and his strong grasp of the technical aspects of landscape architecture, Thomas excels at crafting exceptional construction document sets. He possesses a unique ability to dissect complex challenges into easily digestible components, employing a storytelling approach that engages stakeholders and fosters understanding. Thomas's expertise extends across various domains, including urban design, park planning, master planning, site analysis, and construction detailing. Leveraging his advanced computer skills, he enhances the team's focus on delivering top-tier presentation graphics, computer renderings, and graphic visualizations, all of which play a vital role in effectively communicating design concepts to clients.

Total Experience

9 Years

Registrations

Professional Landscape Architect, WI, IL, MO

Education

BS, Landscape Architecture, University of Wisconsin-Madison

BS, Environmental Studies, University of Wisconsin-Madison

Memberships

American Society of Landscape Architects

Wisconsin Parks and Recreation Association

Select Experience

- River Prairie Development, Altoona, WI
- Echo Lake Park Master Planning, Burlington, WI
- Erickson Park Improvements, Chippewa Falls, WI
- Boyd Park Master Plan, Eau Claire, WI
- Malone Park Design, New Berlin, WI
- Lake Altoona County Park Master Plan, Altoona, WI
- Honey Lake Rehabilitation and Protection District Dam Repairs, Honey Lake District, Burlington, WI
- City Park East Splash Pad Design and Construction, Antigo, WI
- Menekaunee Harbor Restoration, Marinette, WI
- Lincoln Park North Pond Playground, Chicago, IL
- Irvine Park Flag Hill, Chippewa Falls, WI
- WDNR - Peninsula State Park Eagle Tower Concept Design, Door County, WI
- Buchner Park Pool Design and Construction, Waukesha, WI

As a skilled landscape architect with a focus on sports and athletics, Thomas brings valuable expertise to the project.



Paige Bernhardt, PLA, CPSI Park Designer / Landscape Architect

With a keen focus on designing for activity, Paige seamlessly integrates elements that promote physical movement, imaginative play, and social interaction. Her holistic approach considers not only the aesthetic appeal of the playground but also its functionality and ability to accommodate diverse abilities and interests.

Paige's expertise extends beyond conventional playground design as she prioritizes contextual integration and accessibility. By carefully analyzing the surrounding environment and understanding the unique needs of the community, she ensures that each playground harmonizes with its surroundings while offering safe and stimulating experiences for all. Whether it's incorporating natural elements, integrating sustainable features, or implementing universal design principles, Paige consistently strives to create spaces that foster joy, connection, and exploration for everyone who visits.

Total Experience

4 Years

Registrations

Professional Landscape Architect, WI

Certified Playground Safety Inspector (CPSI)

Education

BS, Landscape Architecture, University of Wisconsin-Madison

BS, Geography, University of Wisconsin-Madison

BS, Environmental Studies, University of Wisconsin-Madison

Memberships

American Society of Landscape Architects, Member-at-Large (WI ASLA)

Select Experience

- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Echo Lake Park Master Planning, Burlington, WI
- West Allis Foundry District, West Allis, WI
- Eau Claire County Parks Master Plan, Eau Claire, WI
- Fish Creek Waterfront Park, Town of Gibraltar, WI
- Fort Littlegreen Master Plan, Stoughton, WI
- Flag Hill Phase 2, Chippewa Falls, WI
- Trempealeau Community Park, Trempealeau, WI
- Sister Bay Facilities Study, Sister Bay, WI
- Crescent City Master Plan, Crescent City, FL
- Hopkins Park Master Plan, St. Cloud, FL
- City Park East Splash Pad Design and Construction, Antigo, WI
- Westlawn Revitalization Phase 2, Milwaukee, WI
- Torpy Park ADA Trails Project, Minocqua, WI
- Sauk Valley Community College West Mall Student Plaza, Dixon, IL
- ECWRPC-Small Business and Community Technical Assistance Program, Multiple Counties, WI

Paige is a landscape architect with a passion for creating dynamic and inclusive playgrounds that engage users of all ages and abilities.



David Delfosse, AIA, NCARB, LEED AP Parks Facility Building / Architect

David brings to clients' projects a diverse background in architecture, engineering, sustainable design, construction management, and energy and renewable technology. He's a natural leader and innovator with strong interpersonal and communication skills. He's applied his creativity and problem-solving abilities to deliver responsive designs on commercial, healthcare, senior living, industrial, education, energy, hospitality, and municipal buildings and facilities.

Total Experience

25 Years

Registrations

Registered Architect, WI, MN,
MI, IL, OK, TN, WY, FL

Education

MArch, Structural Engineering
Emphasis, University of Illinois
at Urbana-Champaign

BS, Architectural Studies,
University of Wisconsin-
Milwaukee

David's many specializations include master planning, design management, quality and cost control, sustainable and energy efficient building design, multi-trade design solutions promoting off-site construction, modular building design including componentized building elements, and incorporation of renewable energy systems and technology into building designs.

Select Experience

- The Sonnentag (County Materials Complex) - Project/Agency Coordination, Eau Claire, WI
- Hockey Facility Conceptual Design, Altoona, WI
- Fox Cities (Timber Rattler) Baseball Stadium - Renovation & Additions - Appleton, WI*
- Gibraltar Area Schools – Phase 1, 2 and 3 Additions & Renovations – Fish Creek, WI (included gymnasium and athletic field upgrades)*
- Chilton High School – New Building – Chilton, WI (included new gymnasium and athletic fields)
- Oconto Falls High School & Elementary School – Additions & Renovation – Oconto Falls, WI (included gymnasium and athletic field upgrades)
- Abrams Elementary School – Additions & Renovation – Abrams, WI (included gymnasium upgrades)
- Marinette County Courthouse Renovation, Marinette, WI
- Brillion Iron Works, Brillion, WI
- Marinette City Hall & Police Department Feasibility Study, Marinette, WI

**previous experience*

David leverages his diverse expertise in architecture, engineering, and sustainable design to deliver innovative, energy-efficient solutions across various sectors.



Licia Oligmueller, PE, LEED AP BD+C Mechanical & Plumbing Engineer

Licia is celebrated by her colleagues and clients for her innovative thinking and unwavering commitment to service. As a key member of our team, she brings extensive experience in mechanical engineering, particularly in designing and analyzing systems such as HVAC, controls, and plumbing/piping. Licia has consistently delivered exceptional service to clients across various sectors, including commercial, government, education, and notably, parks and recreation. Her expertise has significantly contributed to creating safe, efficient, and enjoyable recreational spaces for communities.

Total Experience

20 Years

Registrations

Registered Professional Engineer, WI, MN, CT, DC, DE, MA, MD, ME, NH, NJ, OH, PA, RI, VA, VT

Certifications

Leadership in Energy and Environmental Design
Accredited Professional Building Design + Construction

Education

BS, Mechanical Engineering,
North Dakota State University

Select Experience

- City Park East Splash Pad Design and Construction, Antigo, WI
- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Malone Park Design, New Berlin, WI
- DNR Lake Vermillion State Park Campground Buildings, Soudan, MN
- YMCA King Leadership Center Camp St. Croix, Hudson, WI
- Hazelwood Food + Drink St, Louis Park, MN
- St. Luke's Sports & Event Center, Proctor, MN
- Habitat for Humanity Office (LEED), St. Paul, MN
- Camp Ripley Education Complex Addition, Little Falls, MN
- Gander Mountain (Multiple Locations), Nationwide
- CoE MOB Barracks, Ft. McCoy, WI
- City of Minneapolis Impound Lot Improvements, Minneapolis, MN
- Dakota County Galaxie Library Renovation, Apple Valley, MN
- Fergus Falls Public Library Design, Fergus Falls, MN
- Zero Waste Anaerobic Digestion & Compost Facility, San Jose, CA St. Luke's Sports & Event Center, Proctor, MN
- YMCA King Leadership Center Camp St. Croix, Hudson, WI
- Hill Farms Condominiums, North Oaks, MN
- Chipotle, multiple locations across US

Licia will bring two decades of experience, enriched by diverse challenges in a variety of projects



Lyssa Goranson, LEED AP BD+C

Electrical Engineering

Lyssa is an electrical designer and project manager for a diverse range of projects from parks and recreation areas to retail, commercial, industrial, and institutional. Her responsibilities include the design of electrical power systems, interior and exterior lighting, fire protection systems, load calculations, arc flash studies, fault current analysis, low voltage systems design, LEED and B3, and audio/visual and data systems. She excels at maintaining existing and new client relationships. Her experience as an electrical designer helps her to understand both the big picture and the details that typify complex projects.

Total Experience

24 Years

Certifications

Leadership in Energy and Environmental Design
Accredited Professional Building Design + Construction

Education

AS, Applied Science-Electrical Construction Design and Mgmt,
Dunwoody Technical Institute-Minneapolis

Select Experience

- Wick Playfield, Milwaukee, WI
- Emigh Playfield, Milwaukee, WI
- Barker's Island Dock Rehabilitation, Superior, WI
- Barker's Island Electrical Infrastructure, Superior, WI
- UMD Glensheen Electrical Projects, Duluth, MN
- DECC Dock Wall Rehabilitation, Duluth, MN
- Trempealeau Community Park, Trempealeau, WI
- Minocqua Torpy Park & ADA Trails Improvements, Minocqua, WI
- City Hall Grounds, 3rd, & 4th Floor Remodel, Duluth, MN
- Harbor Plaza, Duluth, MN
- Minnesota Discovery Center Ponds Rehab, Chisholm, MN
- Safe Haven Shelter and Resource Center, Duluth, MN
- MPRB Phillips Rec Center Spark'd Studio, Minneapolis, MN
- Bottineau Park, Minneapolis, MN
- St. Louis County Historic Depot Great Hall Relighting, MN
- Hat Point Ferry Terminal, Grand Portage, MN
- AICHO Shelter, Duluth, MN

Lyssa's experience as an electrical designer helps her to understand both the big picture and the details that typify complex projects.



Lisa Fugett

Grant Specialist

Lisa joined Ayres in November 2023, bringing 12 years of previous professional experience to her work securing grants from state and federal agencies and private sources. Her work includes maintaining regular contact with the staff of funding agencies and strategically planning among Ayres staff to zero in on clients' funding needs and opportunities. Lisa is experienced in securing grant funding, executing marketing campaigns, and using data analysis and workflow improvements to raise efficiency and cut costs.

Lisa leads grant proposal efforts and works with key staff to develop and implement grant strategies to assist new and existing clients with securing funding for their projects. She is a team leader who specializes in strategic communication and change management.

Total Experience

12 Years

Education

MBA, Business Administration,
Western Governors University,

Certificate of Professional Grant
Writing, University of Wisconsin-
Eau Claire

BS, Marketing, Illinois State
University

Select Experience

- ATIIP Planning Grant, Eau Claire, WI
- EDA Grant Administration, Marinette, WI
- WisDOT TEA Grant Administration, Marinette, WI
- RAISE Grant Application (Main/ Wells/Stephenson), Marinette, WI
- Public Library Flexible Facilities Program Grant, Colfax, WI
- RCE Planning Grant Application, Wisconsin Rapids, WI
- Strategic Grant Research & Grant Writing for 2024 SS4A Application, Greenwood Village, CO
- National Park Service - Save America's Treasures - Grant Writing Carson Park Stadium, Eau Claire, WI
- Field Engineering & Grant Administration - PFAs Treatment Facility, Eau Claire, WI
- WWTP Evaluation, Phillips, WI
- 2nd Street Reconstruction, Hayward, WI
- 2023 Street & Utility Improvements, Medford, WI
- STH 13 Watermain Replacement, Colby, WI
- WWTP Facility, Prentice, WI
- STH 13 Water & Sewer, Mellen, WI

Lisa is a grant specialist with 12 years of experience, excelling in securing funding, strategic communication, and change management.



Education

California State University, Long Beach
Bachelor of Fine Arts, Interior Design

Licensure and Certifications

International Association of Lighting Designers (IALD)

Illuminating Engineering Society (IES)

Professional Affiliations

IALD / New York Chapter, Co-Chair
2018

IES / Los Angeles Chapter, Board
Member, Co-Chair Lumen West
Awards 2017

Instructor / California State University,
Long Beach 2023, 2024

Instructor / Santa Monica College,
2024

Kristine Paterno

LIGHTING DESIGNER

Kristine comes to Design Workshop with an eight year pedigree in lighting, having worked for influential lighting design firms PBQA in Los Angeles and Tillotson Design Associates in NYC before joining the Workshop's Lighting Studio. Creativity, craftsmanship and outstanding organizational skills characterize her lighting work, while her friendliness and ease with collaboration have cemented her place with peers and clients alike. Kristine's experience includes illumination for interiors and architecture, but she now focuses on revealing Design Workshop's dynamic landscapes and streetscapes with light!

Select Project Experience

Oak Park Avenue Streetscape – Oak Park, IL

Lighting design team Project Manager for the Hemingway District's Oak Park Avenue streetscape improvements. - *Project Currently in Production*

A Street – Bentonville, AR

Lighting design team's Project Manager for this significant conversion of a commercial thoroughfare into a landscaped and art laden pedestrian way.

River to Range Park & Porter Rockwell Blvd. – Draper, UT

Lighting Design Lead and Project Manager for the new District's large park, primary commercial boulevard and surrounding streetscapes.

District Plaza (Jones Plaza) & Streetscape – Centennial, CO

Lighting Design Lead and Project Manager for a new public plaza and its supporting arterial elements.

Liebe Residence – Los Angeles, CA

Lighting Design Team's Project Manager for DW's reworking of this mature and complex landscape in the Hollywood hills.



Design Workshop

Education

Bachelor of Arts in Applied Arts and Sciences with Emphasis in Graphic Arts and Minor in Psychology; San Diego State University

Professional Affiliations

Society for Experiential Graphic Design (SEGD)

American Institute of Graphic Arts (AIGA)

Years of Experience

20

Expertise

Brand Identity, Design Fabrication, Wayfinding Guidelines and Planning, Environmental Graphic Design, Wayfinding, Placemaking, Interpretive Design, Experiential Strategy

Recent Awards

"Virginia Plan of the Year" Fairfax County Parks, Recreation and Open Space Plan

Jason Toussaint

BRANDING & ENVIRONMENTAL GRAPHIC DESIGNER

Jason combines a design background with 20 years of fabrication and installation experience to offer clients a unique perspective based on industry knowledge. At all scales, he delivers from design concepts to project management. Jason enjoys reframing the challenges of every project as opportunities to deliver functional, beautiful, and effective environmental graphics and wayfinding. He knows that every piece of the project is equally important because upon completion the whole of the project is built on those individual pieces.

Select Project Experience

Frisco Northwest Regional Park and Trails – Frisco, TX Tasked with integrating a unique ecological setting with miles of volunteer-built mountain biking trails and a range of new programming to bring the parks to life. Native gardens, playgrounds, and a large bike park are just a sampling of the elements that an array of new trails and paths wind through and connect. The EGD team is designing the placemaking elements, wayfinding, and the interpretive signage throughout.

Bentonville Quilt of Parks—Bentonville, AR As part of the new heart of Bentonville, the Quilt of Parks will unify the town and maintain its center, while encouraging play and exploration. The wayfinding and interpretive signage will serve to help locals and visitors alike navigate and discover the past and future of this great city.

Metzler Family Open Space– Castle Rock, CO A new system of trails in central CO requires a sophisticated signage system that introduces a brand, provides the visitor with comprehensive wayfinding, and presents this information in an aesthetically attractive package that honors the donor who provided the land. In addition to beautifully connecting to the flora and fauna, the system is designed to withstand the elements for years to come and provide updatable components to allow it to adapt and change with the space.



SIMILAR PROJECTS & REFERENCES

Past Performance

Our track record in executing park designs and construction management speaks volumes about our commitment to excellence. From impeccable cost control measures to ensuring top-notch quality in our work, and unwavering compliance with schedules, we have consistently exceeded expectations. While our past performance stands as a testament to our capabilities, the true essence of our success lies in the voices of our clients. Their testimonials provide the most compelling affirmation of our unparalleled dedication to delivering outstanding results.

“The Ayres team excels at facilitating energizing and creative community engagement sessions and workshop meetings. Their ability to incorporate diverse opinions into their design decisions is evident. They have been a pleasure to work with on our playfield renovation projects, and we look forward to the continued relationship as we move into construction documentation.”

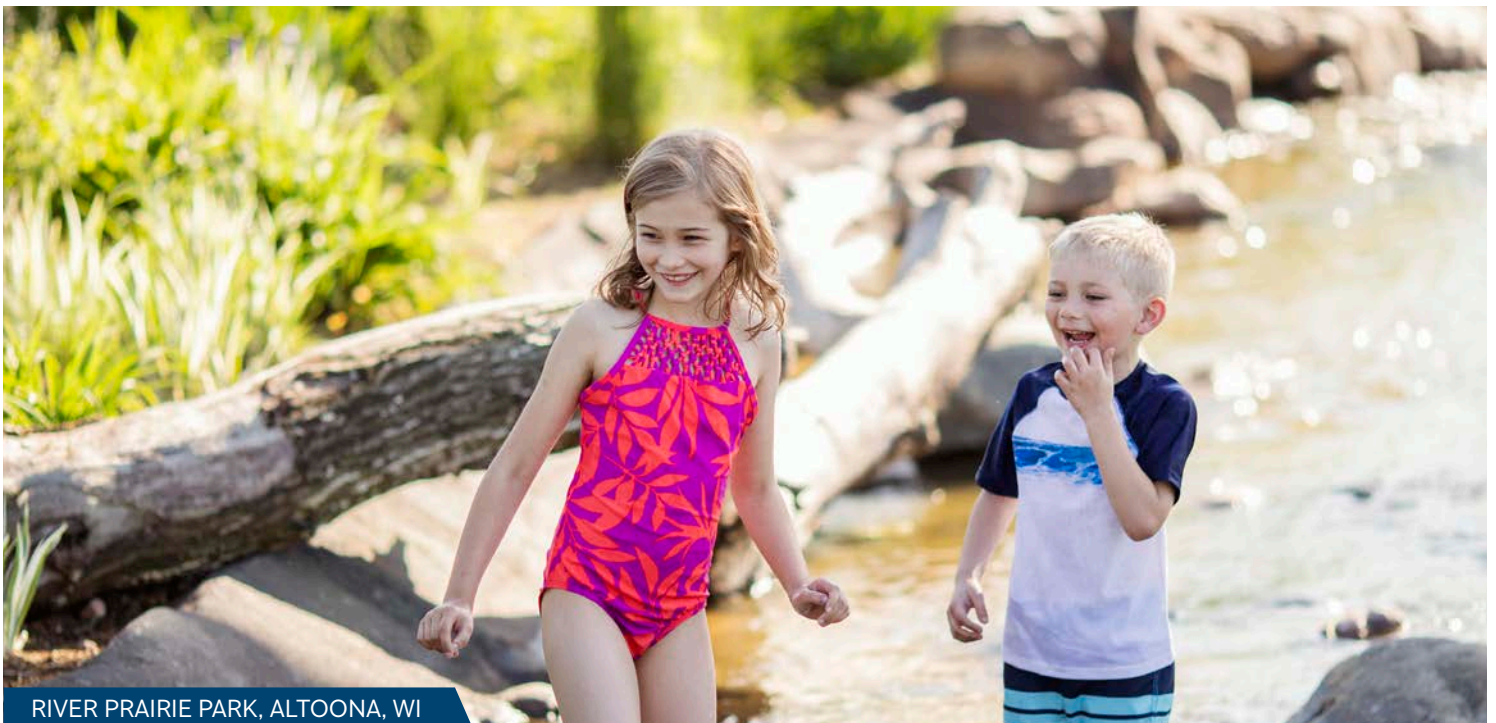
– Pam Zimmerman,
Recreation Design and
Development Specialist,
Milwaukee Public Schools

“The Ayres team’s thorough and dynamic community outreach process made sure a lot of different voices were heard on our project. ... They didn’t just show up with standard by-the-numbers designs – each of the options were tailor-made for Burlington based on the ideas and concerns our community members had raised during the meetings. We needed a vision ... and Ayres delivered one that our City can embrace.”

– Peter Riggs,
Former Director of Public Works,
City of Burlington

“I would like to express my appreciation and gratitude to Ayres for the completion of multiple projects in Irvine Park that focus on ADA accessibility and Inclusive Design.”

– John Jimenez,
Director of Parks, Recreation, and
Forestry, City of Chippewa Falls



RIVER PRAIRIE PARK, ALTOONA, WI



RIVER PRAIRIE PARK

Altoona, WI

Located at the junction of the Eau Claire River and Highway 53, River Prairie is a development that connects people with place. At the heart of the development is the park that connects the restaurants, event spaces and residences through a network of green space.

Ayres assisted the City of Altoona with master planning through final design and construction for the rapid development of the River Prairie area, including landscape architecture, site civil and roadway design, and traffic engineering. The initial project involved providing services all the way from consent-building through plan approval for the 40-acre town center property.

The project encompasses the remarkable transformation of a largely undeveloped highway interchange area to a bustling center of commerce and recreation three short years later. In those three years about 95% of a \$20 million infrastructure build-out has been completed, and businesses quickly filled up spaces available for private development.

A guiding principle from the start of the project was the placemaking concept of the "Power of 10," which

states that people are more likely to spend time in a space if it provides at least 10 things for them to do. The planning phase involved inviting scores of community members to focus groups to work toward conceptualizing those 10 things to do. The goal was to provide features that are functional, beautiful, and provide interesting opportunities to interact with the space.

Four parking lots and six public areas were designed and constructed. The public areas include a headwater feature, performance area, a four-season plaza, skating area, splashpad, and a main street plaza and pavilions.

PROJECT SIMILARITIES:

- Concept through Construction
- Community Park
- Collaborative Design Team
- Phase Implementation
- Waterfront Park
- Accessible Playground
- Water Play
- Cost Management
- Community Engagement

» **Client:** City of Altoona, WI

» **Contact:** Michael Golat, Director of Public Works, 715.839.6092, michaelg@ci.altoona.wi.us



WICK & EMIGH PLAYFIELDS



Milwaukee, WI

Milwaukee Recreation, a department of the Milwaukee Public Schools, is spearheading an initiative to revitalize playfields across the city of Milwaukee using their Equity Prioritization Matrix. Ayres was enlisted to conduct community engagement and visioning services for the Wick and Emigh playfields. This involved extensive outreach in each neighborhood to gather input and guide the conceptual design phase, emphasizing the crucial role of community participation throughout the design process. Feedback from local residents and playfield users informed the initial designs, which will be used to establish community consensus and shape future plans for detailed design development, construction documentation, and implementation.

Community engagement was integral to shaping the project, reflecting the design team's commitment to fostering community gatherings and creating a distinct sense of place. Various engagement strategies targeted specific groups to gather feedback, ensuring that the principles guiding the project were grounded in community input. The design decisions, informed directly by community comments and stakeholder input, underscored the collaborative nature of the project.

Wick Playfield, known for baseball and accessible playgrounds, will expand with basketball courts, a splash pad, updated playgrounds, and a children's bicycle track. These additions aim to create an inclusive space for diverse activities and community events.

Emigh Playfield, a key neighborhood park, will enhance its offerings with basketball courts, a splash pad, updated playgrounds, and skateboarding and bicycling elements. These additions aim to enrich the park's recreational value while ensuring safety and accessibility for all users.

PROJECT SIMILARITIES:

- Community Engagement
- Concept through Construction
- Community Park
- Phase Implementation
- Universally Accessible Playground
- Cost Management
- Existing Environmental Sensitivity

- » **Client:** Milwaukee Recreation, WI
- » **Contact:** Pam Zimmerman, Recreation Design and Development Specialist, 414.283.4777, linnpg@milwaukee.k12.wi.us



ECHO LAKE MASTER PLAN



Burlington, WI

Located along Echo lake and adjacent to Downtown Burlington, Echo Park is located in the heart of the City of Burlington. A dam failure analysis (DFA) approved in 2015 showed that the dam currently does not have spillway capacity to pass the 500-year flood, which is required for significant-hazard dams such as Echo Lake. Furthermore, record flooding in 2017 overtopped the dam and caused widespread flooding throughout Burlington, adding further urgency to the situation. Ayres was hired by the City to lead a dynamic community engagement and master planning process to establish a vision for the dam and park moving forward.

The Ayres team focused on two design alternatives – modify the dam and restore the lake or remove the dam and free the river. Lead by the design team and a active steering committee composed of local community members the goal was to develop two plans for community members to vote on in a fall referendum. The community participated in a series of engagement events that brought together passionate local advocates on all sides of the debate. These meetings

fostered important conversations and built community consensus that resulted in two viable park plans grounded in community ideals. Highlights of the plans include a canoe/kayak launch, flexible performance area, extensive trail systems with lighting improvements, shoreline restoration and native habitat establishment, and pedestrian bridges or an observation deck. The plans were put to an advisory referendum vote in which the community selected the lake restoration plan for the future of Burlington.

PROJECT SIMILARITIES:

- Concept through Construction
- Community Park
- Phase Implementation
- Universally Accessible Playground
- Collaborative Design Team
- Waterfront Park
- Water Shed and Flood Study

- » **Client:** City of Burlington, WI
- » **Contact:** Carina Walters, City Administrator, 262.342.1180, cwalters@burlington-wi.gov



HARBOR VIEW PLAZA



Milwaukee, WI

In 2016 Ayres partnered with Quorum Architects and won the Milwaukee Harbor District Inc.'s design competition, "Take Me to the River." The competition's goal was to develop a catalytic, new public park space in the heart of Milwaukee's primarily industrial Inner Harbor. The Ayres team's winning design highlighted the intersection of historical lakeshore ecologies and the pattern of Industrial-period settlement and development.

In addition to a proposed lakeshore promenade that enables visitors to access previously inaccessible shoreline, as well as a public canoe and kayak launch, the new park features a playground tower patterned on the shipping containers ubiquitous to the working harbor. The playground tower reflects the cultural and industrial heritage of the Inner Harbor while serving as a beacon and gateway for future redevelopment. Just as importantly, developing the play tower in this phase of work anchors future harbor edge design improvements with play. Play has a uniquely transformative impact on redevelopment, animating and adding happy sounds.

Harbor View Plaza was designed for people of all abilities. The vision of the space was to provide an area where

people could access and experience the Inner Harbor of Milwaukee. As the design developed the vision of access for all was realized in several ways.

The site is designed on a grid system, mimicking the block grid of development in the older parts of Milwaukee. The grid served as an organizing system for the plaza but also resulted in the design of several routes at differing elevations to the Harbor. It also supported the development of smaller "rooms" and tiers of spaces where groups can gather within the plaza.

After winning the competition Ayres led the project design with Harbor District. The final phase of the project was completed in summer 2019. Since opening in July 2019, the space has become a regional and international tourism destination.

PROJECT SIMILARITIES:

- Collaborative Design Team
- Concept through Construction
- Community Park
- Waterfront Park
- Universally Accessible Playground



Titletown Plaza

Green Bay, Wisconsin

Design Workshop

If you're a resident of Green Bay, Wisconsin, it's likely that the Packers football team plays a significant role in your life. On Sundays between September and February, the whole town gathers at Lambeau Field. The challenge was activating the area on non-game days. Design Workshop worked with Rossetti Architects to create a public plaza that would extend Lambeau Field's community impact throughout the year.

Today the 35-acre mixed-use development is a year-round entertainment district. In the winter, there's a 60-foot tall snow-tubing hill and an 18,000 square foot ice rink. In summer, it transforms into a multi-use space with concerts, climbing walls, and a destination playground. On

opening day, the design team saw the evidence of the park's success; the plaza was full of people – young and old, couples and families – enjoying the day and celebrating in the familiar green and gold.

Client

Rossetti

Services Provided

Landscape Architecture, Master Planning, Urban Design

Reference

Christine Pitcole
CPitcole@rossetti.com
313.463.5151

Completed

November 2017

*ASLA WISCONSIN
MERIT AWARD
FOR DESIGN*

*ASLA ILLINOIS
MERIT AWARD
FOR DESIGN*

*ASLA COLORADO
MERIT AWARD
FOR DESIGN*



Midtown Park

Houston, Texas

Design Workshop

Houston's Midtown district once suffered with an inhospitable urban environment and a lack of public amenities. Design Workshop was selected to reimagine and rebrand the district as a vibrant pedestrian-oriented neighborhood, transforming the district into the most walkable place to live in Houston. The transformation culminated in Midtown Park, the redevelopment of a three-acre lawn into the centerpiece of a larger park system.

Considered Houston's "central park", the site provides much-needed housing, commercial space, and parking, as well as nature, art, and community gathering areas. A key feature of the park is the "Bayou," a constructed water channel and detention system that helps absorb and detain stormwater, helping to prevent local

flooding and property damage. As the first SITES silver-certified project in the city, the Midtown Park is a model for sustainability and resilience for urban parks and green spaces.

Client

Midtown Redevelopment Authority

Services Provided

Master Planning, Park Planning, Landscape Architecture, Cost Estimation, Public Facilitation, Permitting, Signage/Wayfinding, Construction Observation

References

Matt Thibodeaux
mthibodeaux@midtown-tx.org
713.526.7577

Completed

January 2020

*ASLA NATIONAL
HONOR AWARD
FOR URBAN
DESIGN*

*ULI AMERICAS
AWARD OF
EXCELLENCE,
FINALIST*

*ULI HOUSTON
DEVELOPMENT
OF DISTINCTION,
PEOPLE'S CHOICE*



Two Rivers Park

Des Moines, Iowa

Design Workshop

Standing atop the Great Lawn at Two Rivers Park, visitors will experience a breathtaking view of downtown Des Moines. To the northwest, the skyline rises with landmarks like the Principal Building, Travelers umbrella, Lauridsen skate park, and the new courthouse. The Des Moines River flows below, now visible from the elevated lawn, activated by ICON Water Trails for the first time in a century. Southwest, Principal Park lights up the night, while the golden dome of the Iowa Capitol gleams to the east. The vibrant, newly constructed Market District lies just across the street.

This park, a hub for residents and visitors, will anchor festivals along Market Street and connect to 60 miles of recreational trails and the Principal

River Walk. Offering play areas, picnic spaces, shelters, and pickleball courts, the park will accommodate gatherings of all sizes and ages while prioritizing sustainability. More than a park, it's a celebration of Des Moines' transformation over the last 25 years.

Client

Great Outdoors Foundation

Services Provided

Landscape Architecture

Reference

Hannah Inman

hannah@greatoutdoorsfoundation.org

Completed

July 2022



SHOW YOUR HOPES & DREAMS!

APPROACH & TIMELINE

Understanding and Approach

Ayres, in collaboration with Design Workshop, offers a compelling and comprehensive approach to the Green Bay Shipyard Redevelopment Project's Phase II. This partnership combines deep local insight with nationally recognized expertise in public space design, ensuring a seamless integration of creativity, functionality, and long-term sustainability for the City of Green Bay.

Our team's extensive experience in both urban and environmental design allows us to skillfully address the unique conditions of the brownfield site while creating vibrant community spaces. We will enhance areas such as the event lawn, urban beach, and adventure playground, ensuring they reflect the City's vision and respond to the site's distinct environmental features. Our approach focuses on balancing innovative design with the practicality required for ease of maintenance and long-term operational efficiency, ensuring the City benefits from both immediate and lasting value.

The Ayres and Design Workshop team is attuned to the project's financial framework, and we are committed to designing within the established budget while maintaining the highest standards of quality. With proven methodologies in cost management and strategic material selection, we will provide detailed, transparent cost estimates to guide decisions that preserve the integrity of the project without compromising creativity or scope.

Equally important is our dedication to collaboration. We believe successful design is built on strong partnerships, and we will work hand-in-hand with the City, environmental consultants, and key stakeholders to ensure the project not only meets but exceeds expectations. Our process involves regular communication and coordination to ensure that each aspect of the design—whether public art, community spaces, or environmental features—aligns with the City's goals while fostering community engagement and pride.

Incorporating thoughtful construction oversight, our team is well-versed in managing multi-phase projects with complex environmental considerations. We will ensure smooth execution from the initial design phase through construction and final project delivery, carefully coordinating each phase to ensure compliance with regulatory and grant requirements, while maintaining flexibility to adapt as the project evolves.

This partnership offers the City of Green Bay a team uniquely equipped to deliver a park redevelopment project that is innovative, functional, and rooted in a deep understanding of both the community and the environment.

1

Major Tasks Phase 1: Schematic Design and Design Development

- Attend virtual meetings as necessary for the successful delivery of this phase
- Review master plan, including the layout for the Great Lawn, dog park, urban beach, adventure-themed playground, fitness court, park facilities building, and play fountain
- Collaborate with the City's environmental consultant to integrate the environmental cap and underlying contaminated soil considerations
- Develop multiple site designs to assist in improvements to layout functionality and ease of maintenance
- Attend meeting with project team to review designs
- Develop up to two (2) site plans based on project team's feedback
- Meet virtually to review both site plans and select one
- Develop preliminary stormwater management that integrates with the existing systems
- Develop a preliminary cost estimate
- Develop final site design and site plan rendering
- Develop a DD drawings package with all required sheets to illustrate existing and proposed improvements based on the preferred site plan selected in the previous phase

- Conduct a comprehensive survey of the site and utilities, ensuring all work coordinates with the Brown County Coordinate System and City datum
- Develop up to two (2) materials boards for selection
- Develop up to three (3) different precedent image boards that explore different aesthetics
- Attend an in-person meeting to present materials and precedent image boards
- Develop interactive 3-D models, renderings, and animations
- Update concept design and precedent image boards
- Update cost estimate
- Submit product data and material samples for approval by Green Bay PRF
- Attend an in-person meeting to review estimate and preferred site plan
- Attend City Council meeting to present findings and direction
- Finalize all design details based on City feedback
- Develop preliminary maintenance and operations proforma
- Review code compliance, product durability, vandal resistance, and security needs

2

Major Tasks Phase 2: Construction Document Phase

- Attend virtual meetings as necessary for the successful delivery of this phase
- Develop 75%, 95%, and 100% construction document deliverables for review by the City and verification with the budget so construction can begin in 2025
- Update the cost estimate with every deliverable
- Prepare special provisions to be inserted into the City standard contract documents
- Develop a list of bids and quantities to be inserted into the construction contract documents
- Review submittals and shop drawings
- Prepare and submit necessary permits for approval to start construction
- Develop an approximate construction schedule
- Coordinate designs to minimize impacts on the environmental cap

- Coordinate with selected art and interpretive signage providers to ensure proper placement and installation of all artwork and signage throughout the site
- Ensure that bid items and payment structures align with grant reporting requirements
- Submit permit applications and coordinate with local authorities for construction

3

Major Tasks Phase 3: Construction Bidding and Administration

- Attend virtual meetings as necessary for the successful delivery of this phase
- Assist the City with responses to bidder questions and issuance of addenda
- Attend pre-construction meeting and issue minutes
- Review submittals and shop drawings
- Respond to contractor questions and clarifications during construction
- Review change orders and RFI's for scope clarification and cost
- Attend up to twenty (20) site visits during critical installation periods
- Provide meeting minutes and site visit photos
- Perform up to six (6) punch list site visits
- Develop record drawings based on redlines and markups provided by the contractor

Grant Reporting Support (ORLP Grant)

When necessary, our expert grant administrator will assist the City in managing the reporting requirements tied to the \$5 million ORLP grant, ensuring all necessary reports are completed on time and meet the required criteria. This includes retaining essential financial documents and administrative records, conducting labor standards compliance reviews on certified payroll requests, compiling project expenses and labor summaries, and preparing grant payment forms for reimbursement. Additionally, we will manage the submission of closeout paperwork and respond to any audit requests, ensuring full compliance with grant requirements.

Project Timeline

Our proposed project schedule is shown here. We understand that schedules may evolve, and we are dedicated to maintaining flexibility and collaborating closely with Green Bay to adapt to any changes that arise throughout the project's duration.

Phase 1: Design Development

Gather insights by observing and empathizing with park users. Clearly define the problems and needs identified during the understanding phase.

Phase 2: Construction Documents

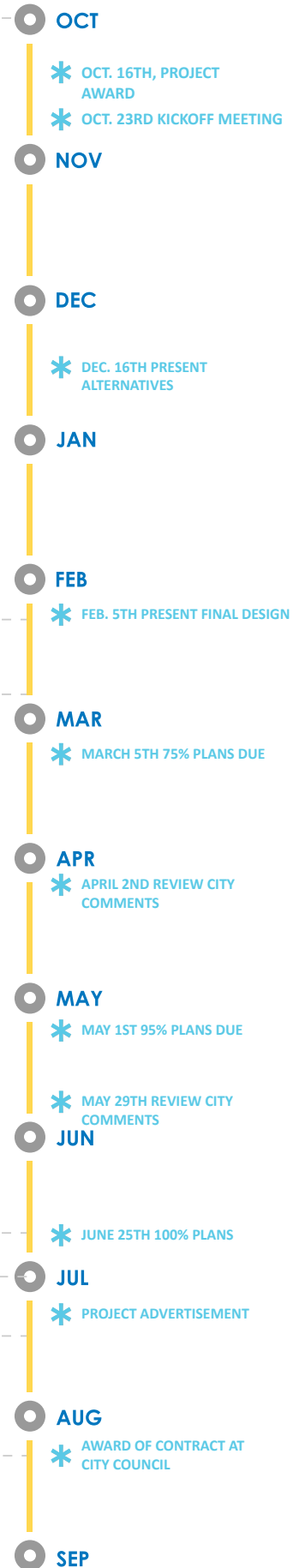
Create tangible representations of the proposed solutions to gather feedback and refine ideas.

Phase 3: Contractor Bidding

Clarifying contractor questions, issuing addendums and ensuring a clear bidding process

Phase 3: Construction Administration

Put the finalized solutions into action, bringing the park to life.



Cost Breakdown

We propose a not-to-exceed cost of \$1,170,000. A breakdown by phase is shown below.

Phase	Cost
Phase 1: Design Development	\$285,000
Phase 2: Construction Documents	\$745,000
Phase 3: Construction Bidding and Administration	\$140,000
TOTAL	\$1,170,000

Task	Cost per hour
Stormwater Management	\$170
Grant Reporting Services	\$119

If additional services are requested, the services will be billed at fixed fees as mutually agreed or hourly at:

Senior Landscape Project Manager (PM):	\$200.00 per hour
Landscape Architect PM:	\$165.00 per hour
Landscape Architect:	\$125.00 per hour
Landscape Designer:	\$95.00 per hour
Principal Architect:	\$270.00 per hour
Architect PM:	\$195.00 per hour
Designer:	\$165.00 per hour
Senior Civil Manager:	\$246.00 per hour
Senior Civil Engineer:	\$195.00 per hour
Civil Engineer 3:	\$124.50 per hour
Civil Engineer 1:	\$101.00 per hour
Senior MEP:	\$225.00 per hour
MEP PM:	\$160.00 per hour
Project Surveyor:	\$125.00 per hour
Survey Assistant:	\$84.00 per hour
DESIGN WORKSHOP	
Principal Landscape Architect:	\$250-450.00 per hour
Associate / Landscape Architect:	\$110-225.00 per hour
Project Assistant:	\$110-150.00 per hour
Intern:	\$65.00 per hour

Reimbursable expenses would be billed at actual cost plus 10%.

Services Agreement

The City of Green Bay's standard agreement for professional services is acceptable for use in this project if the following updates – as agreed to in recent years with Ayres and **shown in red** on the following page – is considered for modification.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, 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 Consultant or of anyone acting under its direction or control or on its behalf **that are not related to professional services (it being expressly understood and agreed that consultant's indemnification obligations for Consultant's professional services are solely covered in the following paragraph)** even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable ~~unless liability results from the sole~~ **except to the extent that liability results from the** negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, 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 Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement ~~in favor of the City, 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.

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities **arising from the negligence of the Consultant**. Consultant shall coordinate with a private locating service for locating utilities on private property.



DESIGNWORKSHOP

**CITY OF GREEN BAY
REQUEST FOR PROPOSAL**

FOR

**ENGINEERING SERVICES
SHIPYARD PHASE II DEVELOPMENT**



The following dates are being provided for your information and planning purposes.

RFP issued:	August 19, 2024
Site Inspection:	Not applicable – Site Under Construction – See Attached Plan
Question Deadline:	September 4, 2024, 2:00 P.M. Last date for submission of written questions.
Addenda issued (if required)	September 10, 2024
Deadline for receipt of sealed quotation:	Tuesday, September 17, 2024, 12:00 P.M. (Noon)
Anticipate Award	October 16, 2024

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances.

REQUEST FOR ENGINEERING SERVICES SHIPYARD PHASE II DEVELOPMENT

GENERAL INFORMATION

The City of Green Bay Department of Parks, Recreation, and Forestry (PRF) is seeking proposals from qualified consulting firms to provide professional engineering services. The consultant shall provide construction plans from the already developed master plan, written specifications, cost estimates, and construction administration services for Phase II of the Shipyard Redevelopment Project.

The developed master plan can be found on the City's website <https://greenbaywi.gov/936/The-Shipyard>.

The overall Shipyard Project (100 W Mason Street; Parcel #2-78) is a three-phase project to redevelop a 14-acre brownfield site along the Fox River in downtown Green Bay. Phase I construction includes a riverfront promenade, transient boat slips, fishing pier, kayak launch, habitat enchantments and stormwater management; Phase I construction is ongoing with a completion date of summer/fall 2024. The Phase I Landscape Layout Key and Overstory Plan is attached to this RFP which is intended to show the Phase I construction scope and limits. Phase I is located on the same parcel as Phase II; Phase III is on a separate adjacent parcel and will entail a public/private partnership to construct a business incubator focusing on retail, food, and beverage. Phase III is a future phase not included within this RFP.

Phase II will include the construction of a great event lawn, dog park, urban beach with volleyball courts, adventure themed playground, fitness court, play fountain, art, signage, site access, and possible stormwater management. All elements and related utilities must be captured in the final construction plan documents for 2025 construction which must be designed within the project budget. To reduce impacts to the existing environmental cap and underlying contaminated soils, the selected firm will be required to coordinate with the City's environmental consultant.

Great Lawn: Approximately 1.75 acres of open green space that will be used for free public events year-round, including concerts, plays, festivals, markets, and other events that provide opportunities for people to gather can enjoy the arts and culture. A soft blend lawn is planned with raised/sloped areas to offer great views of live performances and the Fox River. Trees will be planted around the lawn to offer plentiful shade and windbreak. An area for a stage is also planned to accommodate concerts, plays and other performance events.

Dog Park: A fenced-in area of approximately 8,200 SF will provide a space for dogs to run off-leash and enjoy obstacles for climbing. A hydration station, splash pad, pet waste receptacles, shade, and seating for owners is also planned.

Urban Beach: Inspired by Toronto's Sugar Beach, the urban beach will offer residents and visitors a unique public waterfront space to relax on the sand under a beach umbrella. This is not a swimming beach and will be slightly setback from the water. The 6,000 SF beach area will primarily function to serve the public with scenic views and space for relaxation, leisure, and social activities. Sand volleyball courts are also planned.

Universally Designed Adventure Themed Playground: Inspired by the play garden at Chicago's Maggie Delay Park and Brooklyn's Domino Park, the playground is planned to be a unique and whimsical space that may be enjoyed by children of all ages and abilities. The approximately 10,000 SF area is planned to

feature rubberized or synthetic surface, varied surfaces/elevation, lighting and shade. The playground equipment will feature design characteristics that embrace the site's industrial history as a port facility.

Fitness Court: To offer equitable access to workout facilities, the project will include a 38' x 38' outdoor gym with bodyweight exercise stations. The permanent/long-term facility would be designed for people aged 14 and over and with all abilities in mind. The workouts are adaptable for all fitness levels, allowing participants to move at their own pace. The City anticipates partnering with the National Fitness Campaign to help fund and plan for the fitness court.

Park Facilities Building: A building is proposed to house public restrooms, lockers, recreational equipment rental, and storage for parks maintenance equipment. This facility was not included in the Master Plan. PRF will work with the selected firm to identify the best size, location and design for this facilities building.

Play Fountain: The 2,500 SF play fountain area will offer families a place to cool off near the playground and urban beach. It will feature a unique design incorporating both interactive light and sound elements.

Public Art and Interpretive Signage: To educate visitors and honor the site's cultural heritage, public art and interpretive signage should be strategically designed into the space. These features will inform visitors of the site's recent history as a working port facility, and its more distant history as a Menominee tribal village. These amenities may also highlight the many stories of the lower Fox River, including its cleanup and restoration.

Stormwater Management: Stormwater management was implemented in Phase I to capture and treat stormwater for the overall development. Any additional stormwater management needed to implement Phase II shall be completed as part of the project scope.

The City of Green Bay has ten (10) million dollars to complete Phase II of the Shipyard Project, including Construction, Consulting and permitting fees. The Consultant must design within this designated budget.

The City is using grant funding for this project which requires annual reporting. The selected consultant shall assist the City in the reporting if needed which will be funded separately from the project.

DESCRIPTION OF CONSULTANT RESPONSIBILITIES

Phase 1: Design Development Phase

Schematic Design

A schematic design should address the master plan, brownfield cap location, site circulation, general lighting types, great lawn layout, dog park layout and amenities, urban beach with volleyball and affiliated amenities, park facilities building, fitness court, playground equipment, play fountain equipment and associated sound and lighting, proposed public art interpretive signage suggestions, as well as possible stormwater management. It is expected that two iterations of the schematic design may be necessary to capture all site design and furnishings to match PRF expectations.

Design Development

Upon approval from PRF of the final schematic design, the consultant shall perform any needed design development tasks before proceeding to the construction documents phase.

Consultant shall address final details of the schematic design.

Complete survey of all relevant site and utility information needed to generate construction documents. The survey will be set to the Brown County Coordinate System and City datum. An as built survey of Phase I of the work will be available to the selected Consultant after it is completed in late summer/fall 2024.

Consultant shall provide information on code compliance issues to PRF as needed and provide information on product maintenance requirements, vandal resistance and security considerations as relevant to the project.

Consultant shall submit product data, and samples of materials and finishes during design development for approval by PRF.

Phase 2: Construction Documents Phase

Upon completion of schematic design and design development, provide detailed construction drawings and specifications for the implementation of the master plan.

Consultant shall provide any revisions as needed to bring the project in line with the proposed budget.

Prepare special provisions for Construction Contract in Microsoft Word for insertion in City Standard contract documents. City Standard Contract language and formatting will be provided for Consultant to utilize as a template.

Prepare a list of bid items and quantities for Construction Contract for insertion into construction contract documents, utilizing City Standard bid items.

Prepare a cost estimate broken down by individual bid unit prices for the Construction Contract.

Prepare a construction schedule for Construction Contracts.

Consultant shall be sure to set up contract and payment items to best meet grant reporting requirements.

Apply for and obtain all necessary State and Local construction permits for approval for Construction Contract.

Submit final plans and specifications to the City for review and approval.

All designs shall be fully ADA compatible.

Phase 3: Construction Bidding and Administration Phase

- Consultant to provide assistance to City and PRF staff with regard to bidder questions and issuing of any addendum during the construction contract bidding phase.

- Consultant shall provide construction administration services for the City during the construction phases to include the review of requests for information, review of shop drawings, and change orders.

ORLP Grant Management/Reporting

The selected consultant may be asked to assist the City with required annual grant reporting for the City's \$5 million in Outdoor Recreation Legacy Partnership (ORLP) grant.

TO BE PROVIDED BY PRF/CITY

- Master Plan
- Phase I as built survey
- Phase I Stormwater Management Report
- Digital aerial photographs of Shipyard from 2023.
- Consultant supervision, overall project management and coordination by PRF Department.
- Non-technical components (front end) of bid specifications to be provided by City DPW staff.
- Provide copies of final plans and specifications to potential bidders.
- Letting and administration of the construction contract will be by the Department of Public Works.

DELIVERABLES

Schematic Design (and Design Development) Phase

- One digital copy 24" x 36" color renderings, one digital 11" x 17" color copy and digital pdf files of schematic design.
- Schedule of estimated construction costs of final schematic design.
- Drawings should include a site plan and elevations as needed to communicate design intent. The final schematic design shall also include a 3-dimensional rendering (Sketch up or similar) of the site for presentation to the Park Committee and interested parties.
- Submit design drawings along with product data and samples of materials and finishes as needed throughout the design development process for approval by PRF. Any design development drawings may be submitted as digital files in 11" x 17" format.

Construction Document Phase

- One digital 11"x17" black & white set of construction plans for review at 75% and 95% along with an itemized spreadsheet of estimated construction costs. Provide digital pdf files of plans and cost estimates.
- One digital 11" x 17" black and white set of final construction plans and itemized spreadsheet of estimated construction costs. Provide digital copies of the final construction drawings in AutoCAD and pdf formats and estimates in pdf format. Written specifications shall be in latest version of Microsoft Word.
- Submit product data and samples as needed for approval by PRF.
- Provide PRF with a digital file of as built construction information in AutoCAD format once construction is completed.

TENTATIVE SCHEDULE AND MEETINGS

- **August 19, 2024** Send out RFP's.
- **September 17, 2024** Receive RFP's.
- **October 16, 2024** City to hire consultant.
- **October 23, 2024** Consultant to meet with PRF staff to review project site, scope of project, refine objectives, review code related issues and visit the site. **(Meeting 1)**
- **December 16, 2024** Deliver and present **two** alternate design concepts to PRF for review and feedback. **(Meeting 2)**
- **February 5, 2025** Consultant to deliver and present **one** final schematic design along with preliminary cost estimate based on comments and feedback from staff review. **(Meeting 3)**
- **March 5, 2025** Consultant to submit 75% complete construction plans, specifications and cost estimates for City review.
- **April 2, 2025** Review City's proposed changes **(Meeting 4)**
- **May 1, 2025** Consultant to submit 95% complete plans, specifications and cost estimate for City review.
- **May 29, 2025** Review City's proposed changes **(Meeting 5)**
- **June 25, 2025** Consultant to submit 100% complete plans, specifications and cost estimates to the City.

This schedule represents an approximation of a possible timeline. The final schedule will be refined as needed upon agreement of both the City and Consultant once a consultant has been selected.

CONSULTANT REQUIREMENTS

The assigned consultant must have:

- Significant experience in engineering design and landscape architecture (minimum 5 years).
- Significant experience in Park planning.
- Working knowledge of State codes/permits related to this type of work.
- Any sub-consultants utilized shall have significant experience in their relative discipline.

REQUIREMENTS OF SUBMITTED PROPOSALS

Questions and Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. The City will not be responsible for oral interpretations given by City employees, representatives, or others. All proposals should use this written document, attachments, and addendums as the sole basis for their proposal. Respondents who do not acknowledge the addendums in their proposal may have their proposal rejected.

All questions and requests for information to this RFP **must be in writing** and received by the PRF no later than **2:00 P.M. CST, Wednesday, September 4, 2024**. E-mail questions to kaurie.mihm@greenbaywi.gov . Clearly mark the subject line in the e-mail: "Question for Shipyard Phase II Development - RFP".

Answers to all written questions will be issued in the form of an addendum and will be submitted to all consultants by e-mail no later than **September 10, 2024**.

Proposals

Please provide the following items with your submittal:

- **Provide four lump sum not to exceed costs for each phase of the RFP and hourly costs for potential stormwater management and grant reporting services.**
- The proposals can be brief.
- Background and experience of your firm along with examples of at least three similar projects you have completed or that are in progress.
- Background and experience of individuals that would be assigned to the project and what their roles will be for this project.
- List of at least five project/client references.
- List any subcontractors you plan to use.
- Schedule of hourly fees and misc. charges that would apply if the PRF Department chooses to contract for additional services.
- Consultant shall address the proposed schedule specifically in their proposal and whether their firm can meet the time demands as proposed.
- The Consultant shall review the attached *Standard Agreement for Professional Services Between City of Green Bay and Consultant* (City's Standard Agreement) and note any exceptions for consideration. The City will work with the apparent selected consultant to work out any exception to the City's Standard Agreement prior to official award to try to maintain project schedule.

Proposal Submission

Submit four (4) copies of the proposal to the City of Green Bay Department of Parks, Recreation and Forestry to:

Kaurie Mihm, PLA
Park Planner
Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

Proposals may also be submitted electronically to Kaurie Mihm, PLA at kaurie.mihm@greenbaywi.gov

Proposals must be received by **12:00 pm (Noon) Tuesday, September 17, 2024**. Proposal shall include all requested materials required for acceptance of the proposal.

Signed proposals shall acknowledge that the Consultant is in agreement with the dispute resolution language, the indemnification language and the requirements for insurance in Sections 5, 6, and 7 of the City's Standard Agreement, and, if firm is the successful proposer, that the contract shall contain language that meets or exceeds these requirements.

EVALUATION PROCESS

The professional services contract will be awarded to the responsible bidder whose proposal is within the competitive range and determined to be the most advantageous to the City. Qualifications, experience and price, will be considered. Consultants may be asked to participate in an interview if deemed necessary.

Proposals will not be publicly opened. The City reserves the right to accept or reject any proposal submitted.

CONTRACT

The City reserves the right to reject any and all proposals and to award the contract in the best interest of the City. Costs incurred in the preparation and submission of a proposal shall be borne by the firm submitting the proposal.

Prior to starting any work, the Consultant shall provide proof of insurance meeting the requirements in Section 6 of the City's Standard Agreement to the satisfaction of the City's Risk Management Department.

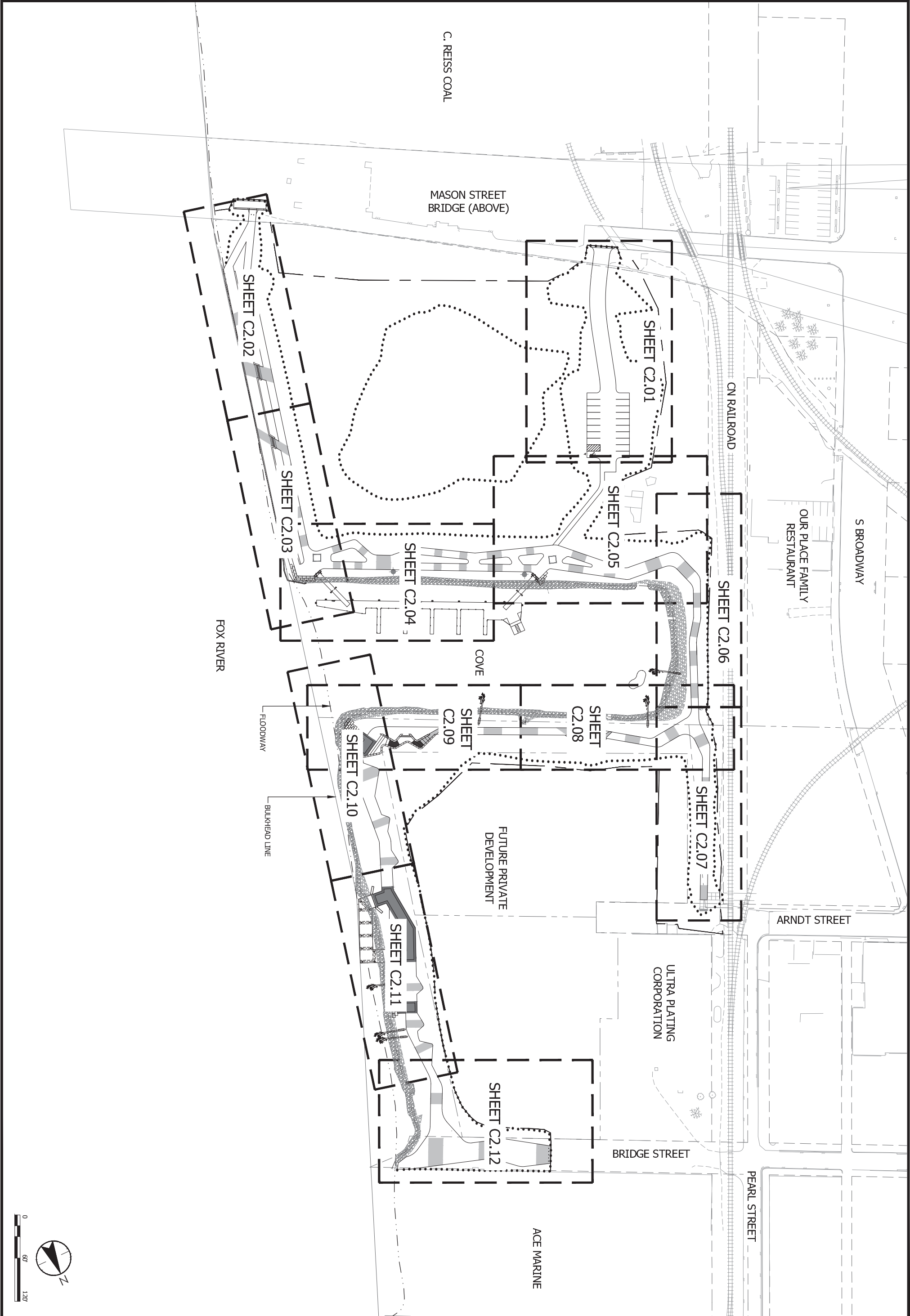
The City reserves the right to negotiate, if necessary, a final agreement after the successful firm is selected.

The consultant shall include a schedule of hourly fees and miscellaneous charges that would apply if the PRF Department chooses to hire additional services. Any additional services must be approved in writing prior to their taking place. A copy of this RFP shall be attached to the contract as an appendix. The contract shall be based on the services as outlined in the RFP. Contract agreements are subject to City Attorney review and Common Council approval prior to commencement of work.

CONTACT FOR FURTHER INFORMATION

Should anyone require more information regarding this project please contact:

Kaurie Mihm, PLA
PHONE: 920-448-3381
kaurie.mihm@greenbaywi.gov





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2024

PREPARED BY

AGENDA ITEM # F.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report - Aug
2. Check Report - Sept
3. RDA Financial Report 2024

City of Green Bay RDA
Check Register
31-Aug

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21772	08/14/2024	CITY OF GREEN BAY	23,057.84
21773	08/14/2024	ECUMENICAL PARTNERSHIP FOR HOUSING	6,070.00
21774	08/14/2024	NEIGHBORWORKS GREEN BAY	14,745.00
21775	08/14/2024	N.E.W. COMMUNITY CLINIC, LTD	6,237.84
21776	08/27/2024	CITY OF GREEN BAY	2,799.83
21777	08/27/2024	COMMUNITY SERVICES AGENCY INC.	5,076.64
21778	08/27/2024	NEIGHBORWORKS GREEN BAY	10,877.50
21779	08/27/2024	N.E.W. COMMUNITY CLINIC, LTD	4,710.97
21781	08/27/2024	THE SALVATION ARMY	36,790.49
			<u>110,366.11</u>

City of Green Bay RDA
Check Register
30-Sep

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21782	09/26/2024	CITY OF GREEN BAY	35,462.30
21783	09/26/2024	ECUMENICAL PARTNERSHIP FOR HOUSING	6,352.74
21784	09/26/2024	GANNETTE MEDIA CORP	64.75
21785	09/26/2024	NEIGHBORWORKS GREEN BAY	4,352.50
21786	09/26/2024	N.E.W. COMMUNITY CLINIC, LTD	6,116.94
21787	09/26/2024	Title Revolution	10.00
21788	09/26/2024	CCP GRANT LENDER, LLC	20,000.00
21789	09/26/2024	CITY OF GREEN BAY	59.80
21790	09/26/2024	GANNETT WISCONSIN LOCALIQ	38.25
21791	09/26/2024	NEIGHBORWORKS GREEN BAY	26,179.00
			\$ 98,636.28

Redevelopment Authority
Financial Report
CDBG
9/30/2024

CDBG Entitlement Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	32,155.00	-	19,041.00	13,114.00	30,000.00
Public Services	218,700.00	214,637.93	-	29,415.75	185,222.18	218,700.00
CDBG Eligible Areas HILP Program	50,101.00	187,168.64	-	79,281.00	157,988.64	-
CDBG Eligible Areas Public Facilities and Infrastructure	162,800.00	538,874.56	-	50,874.03	482,599.51	168,201.02
CDBG Eligible Areas-Beautification/Art	50,000.00	80,009.87	-	-	24,000.00	106,009.87
Economic Development Façade	50,000.00	-	-	-	-	50,000.00
Economic Development	200,000.00	59,402.85	242,799.72	-	85,000.00	417,202.57
Administration	182,750.00	169,545.01	11,309.88	163,360.85	-	200,244.04
\$	944,351.00	\$ 1,281,793.86	\$ 254,109.60	\$ 341,972.63	\$ 947,924.33	\$ 1,190,357.50

CARES CDBG-CV Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI		121,285.15	-	62,077.37	59,207.78	-
\$	-	\$ 121,285.15	\$ -	\$ 62,077.37	\$ 59,207.78	\$ -

Redevelopment Authority
Financial Report
HOME
9/30/2024

	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	434,704.96	-	132,608.28	302,096.68	-
Downpayment Closing Cost Assistance	50,000.00	-	-	-	-	50,000.00
CHDO Projects	70,284.00	364,500.00	-	-	74,999.00	359,785.00
Housing Development Projects	301,420.00	1,852,994.68	214,450.20	784,000.00	629,508.00	955,356.88
Administration	46,849.58	157,480.84	23,827.80	55,855.37		172,302.85
HOME-ARP Admin		1,948,216.00	-	17,066.36	740,965.55	1,190,184.09
	\$ 468,553.58	\$ 4,757,896.48	\$ 238,278.00	\$ 989,530.01	\$ 1,747,569.23	\$ 2,727,628.82



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2024

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # F.2

Brownfields program update.

BACKGROUND

The Redevelopment Authority (RDA) serves as the Brownfields Advisory Committee and the mechanism by which Community and Economic Development staff can provide required updates to the committee and the community regarding grant-funded activities. It also allows for solicitation of public input regarding brownfield clean-up efforts and redevelopment projects.

The EPA Brownfields Program provides grant funding to conduct environmental assessments and remediate contaminated brownfield properties to prepare them for sustainable reuse and aid in the City's redevelopment initiatives. The City of Green Bay currently administers three active EPA grants.

EPA Brownfield Assessment Grant (FY 2023 - 2026)**\$500,000 Grant**

Status Update:

Site/Project	Address	Environmental Activity Completed	Budget Expended
Green Bay Drop Forge	1341 State St	Phase I ESA	\$12,616.22
1400 Main Street	1400 Main St	Phase I ESA	\$7,396.66
		Phase II ESA	\$2,245.25
Public Market Parcels	211 N Broadway St 228 N Chestnut Ave	Phase I ESA	\$12,468.00
		Hazardouse Materials Assessment	\$14,164.30
		Phase II ESA	\$27,442.86
Vanderbraak	0 & 1035 Vanderbraak	Phase II ESA	\$24,130.53
Badger Sheet Metal	402 & 420 S Broadway St 421 Arndt St 419 S Maple St	Site Investigation/Remedial Action Plan	\$2,244.00
Fourth Street Parcels	0 & 418 4th St 815 & 821 Chestnut Ave	Site Investigation/Remedial Action Plan	\$582.00
Grant Administration		QAPP Preparation	\$2,950.50
		Programmatic Support	\$608.00
Total Budget Expended			\$106,848.32
Percent of Budget Expended			21%

EPA Brownfield Clean-Up Grant (FY 2023 - 2026)

\$1,000,000 in grant funds to remediate contamination of the former Badger Sheet Metal site.

- \$0 of budget spent.
- Remedial Action Plan being completed under Brownfield Assessment Grant.
- Site clean-up to begin once development plans are finalized. Demolition of existing buildings to begin

by end of 2024.

EPA Brownfield Revolving Loan Fund (2020 - 2025)

\$800,000 in sub-grant and loan funds to property owners and developers for clean-up of brownfield properties.

- \$3,458.51 in travel costs: (<1%) of budget spent
- The City has contributed \$13,667.24 (9%) in staff hours and \$3,215.70 (2%) for contractual services towards the \$160,000 cost share.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

October 8, 2024

PREPARED BY

AGENDA ITEM # F.3

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None