AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JUNE 12, 2018, 1:30 PM
CITY HALL, ROOM 310

A. Roll Call.

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

B. Approval of the Agenda.

1. Approval of the agenda for the June 12, 2018, meeting of the Redevelopment Authority.

C. Approval of Minutes.

1. Approval of the minutes from the May 8, 2018, regular meeting and May 31, 2018, special meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason St., 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572).

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

2. Consideration with possible action on Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B).

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

3. Consideration with possible action on Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46).

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

4. Consideration with possible action on the request by Green Bay Theater Company for a six (6)-month Planning Option for the property located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street (Tax Parcels 12-119, 12-122, and 12-118) (Schauer and Schumacher).

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

5. Consideration with possible action on a six (6)-month Lease Agreement with LimeBike for the property located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street (Tax Parcels 12-119, 12-122, and 12-118) (Schauer and Schumacher).

6. Consideration with possible action on the following for Redevelopment Authority properties associated with the North Webster expansion project:
   A. Disposition of Tax Parcels 7-50, 7-37, 7-332 and a portion of 7-231
   B. Temporary easements on Tax Parcels 7-581, 7-580, 7-580-A, 7-231, 7-322, and 20-23-A

7. Consideration with possible action to borrow one million, five hundred thousand dollars ($1,500,000.00) for the Neighborhood Enhancement Fund.

8. Consideration with possible action to purchase 158 N. Maple Ave. (Tax Parcel 4-95) with Neighborhood Enhancement Funds.

9. Consideration and possible action on awarding contract for the rehabilitation of 535 St. George Street to the low qualified bidder to The Remodel Shop, in the amount of $115,090.00.

10. Consideration with possible action on the disposition of 901 Irvington Street (Tax Parcel 6-469) to adjacent property owner.

11. Consideration with possible action on the request to enter into an agreement to complete a Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan with Green Bay Area Public School District and Toole Design Group (PP 18-02).

12. Consideration with possible action on report of the Funding Administration Subcommittee meeting on June 4, 2018.

13. Consideration with possible action on request to use $15,000.00 of CDBG public service funding to subsidize the Public Arts Coordinator position for work in the CDBG eligible areas.

14. Consideration with possible action to amend Commercial Façade Improvement Grant and Demolition Grant Policies and Procedures.

E. Informational.

1. Financial report and check register.

2. Director's Report and Project Updates.

3. Next meeting: July 10, 2018 at 1:30 PM

F. Adjournment.

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

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MAY 8, 2018, 1:30 PM
CITY HALL, ROOM 310

A. ROLL CALL.

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

Members Present: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, and James Blumreich
Members Excused: Kathy Hinkfuss and Melanie Parma
Liaisons Present: Jeff Mirkes
Liaisons Excused: Chelsea Kocken

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the May 8, 2018, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the agenda for the May 8, 2018, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the minutes from the April 10, 2018, regular meeting of the Redevelopment Authority.

Moved by Matt Schueller, seconded by Ald. Barbara Dorff to approve the minutes from the April 10, 2018, regular meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

D. REGULAR BUSINESS.

1. Selection of members to serve on various subcommittees of the Redevelopment Authority.

Moved by James Blumreich, seconded by Matt Schueller to approve the subcommittees as recommended and add Kathy Hinkfuss to the Real Estate Subcommittee. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

2. Consideration with possible action to approve a Request for Proposals for the purchase and redevelopment of the Adams Street lot located on the 200 block of North Adams Street.

Moved by James Blumreich, seconded by Matt Schueller to approve a Request for Proposals for the purchase and redevelopment of the Adams Street lot located on the 200 block of North Adams Street. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

3. Consideration with possible action on a development agreement with NeighborWorks Green Bay for the property located at 720 North Broadway (Parcel 5-75).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve a development agreement with NeighborWorks Green Bay for the property located at 720 North Broadway (Parcel 5-75) using $20,000 of Neighborhood Enhancement Funds. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

4. Consideration with possible action on granting additional funds to Creative Edge Properties LLC and extending the timeline for the rehabilitation of 159 North Maple Avenue (Parcel 4-111).

Moved by Matt Schueller, seconded by Ald. Barbara Dorff to approve the request to grant additional funds to Creative Edge Properties LLC and to change the completion date for the rehabilitation of 159 North Maple Avenue (Parcel 4-111). Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

5. Consideration with possible action on a planning option with Creative Edge Properties LLC for the property located at 1634 6th Street (Parcel 6-475).

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve a planning option with Creative Edge Properties LLC for the property located at 1634 6th Street (Parcel 6-475). Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

6. Consideration with possible action on a planning option with Hatch Properties LLC for the property located at 223 South Buchanan Street (Parcel 3-1175-R).

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to hold this item until the June meeting. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- NoneYes- None, No- None, Abstain- None

7. Consideration with possible action on a planning option with Paul D Manke Photography for the property located at 1200 South Broadway (Parcel 1-855).

Moved by Ald. Barbara Dorff, seconded by James Blumreich to approve a planning option with Paul D Manke Photography for the property located at 1200 South Broadway (Parcel 1-855). Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

E. INFORMATIONAL.

1. Financial report and check register.

Moved by Matt Schueller, seconded by Ald. Barbara Dorff to receive and place on file the financial report and check register. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

2. Director's Report and Project Updates.

Director's Report and Project Updates were presented. No action was taken.

3. Next meeting: June 12, 2018 at 1:30 PM

4. CivicClerk training session.

F. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to adjourn. Motion carried.
Yes- Barbara Dorff, Gary Delveaux, James Blumreich, Matt Schueller, No- None, Abstain- None

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, MAY 31, 2018, 2:00 PM
CITY HALL, ROOM 310

A. ROLL CALL.

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

Members Present: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; James Blumreich, Kathy Hinkfuss, and Melanie Parma
Members Excused: Ald. Barbara Dorff
Liaisons Present: Leah Weycker and Chelsea Kocken

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the May 31, 2018, special meeting of the Redevelopment Authority.

Moved by Matt Schueller, seconded by James Blumreich to approve the agenda for the May 31, 2018, special meeting of the Redevelopment Authority. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

C. REGULAR BUSINESS.

1. Consideration with possible action on consent to assignment of the Hotel Northland Development Agreement and WEDC Grant Disbursement Agreement pursuant to the judicial sale approved by the Circuit Court in the matter of Octagon Credit Partners LP v. Hotel Northland, LLC.

Moved by Kathy Hinkfuss, seconded by Matt Schueller to consent to assignment of the Hotel Northland Development Agreement and WEDC Grant Disbursement Agreement pursuant to the judicial sale approved by the Circuit Court in the matter of Octagon Credit Partners LP v. Hotel Northland, LLC. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

D. ADJOURNMENT.

Moved by Melanie Parma, seconded by James Blumreich to adjourn. Motion carried.
Yes- Gary Delveaux, James Blumreich, Kathy Hinkfuss, Matt Schueller, Melanie Parma, No- None, Abstain- None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.1.

Consideration with possible action on Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason St., 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572).

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

BACKGROUND

The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as The Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78) along with related public improvements (described in the Recitals Section of the Development Agreement).

The new Shipyard is an attraction that will draw people, year round, to the waterfront for events and daily activities. It is a combination of well-designed buildings and spaces that encourage interaction. It provides a home for dozens of athletic teams and organizations seeking a place to play and practice. It also supports our business community by providing a place for entrepreneurs to start and grow their business.

The total cost of the project is expected to be approximately ten million dollars ($10,000,000.00). The RDA and/or City shall contribute no more than nine million, five hundred thousand dollars ($9,500,000.00) as a Project Grant. which may be made in phases in order to reduce the total debt burden incurred.

In addition, the City and/or RDA will retain its commitment to invest one million dollars ($1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property.

The Shipyard is critical to the future redevelopment of the South Broadway corridor. The City and/or RDA will also continue to work on separate agreements with interested parties to construct additional projects that will generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it makes our community more:

- safe: builds new structures using the latest codes, removes attractive nuisances and other problem properties, invests in neighborhoods with high complaint and/or police call volumes
- healthy: remediates environmental contamination from the parcel and/or structures, enhances the physical (soil, water, air) landscape, encourages human-powered movement
- connected: interacts positively with adjacent properties, the neighborhood, and community, strengthens and/or expand pedestrian, bicycle, and transit transportation networks, creates and/or enhance public spaces and amenities
- loved: removes blighted and neglected structures, expands our range of residential and commercial real estate products

RECOMMENDATION

Approve Development Agreement 18-02 with the City of Green Bay for The Shipyard at 100 W. Mason Street, 515 S. Broadway, 517 S. Broadway, 525 S. Broadway, 531 S. Broadway, S. Broadway, 613 S. Broadway, S. Pearl Street, 505 S. Broadway, 419 S. Maple, 511-513 S. Broadway, 239 Arndt Street, 101 Bridge Street, 119 Bridge Street, 401 S. Broadway, S. Broadway, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-78, 2-70, 2-71, 2-76, 2-77, 2-107, 2-109, 2-945, 2-946, 2-947, 2-949-A, 3-554-A, 3-551, 3-556, 3-568, 3-568-1, 3-569, 3-572), subject to minor legal and technical revisions.

FISCAL IMPACT

The RDA intends to pay the debt service on the Project Grant from the Available TID Increment of a new TID in the neighborhood. The RDA and/or the City will also seek separate agreements for user fees, tenant leases, naming rights, private contributions, sponsorships, and/or grants. Should these sources be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City.

ATTACHMENTS

1. 8 - Shipyard - 180607 - Development Agreement - RDA

DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This Development Agreement is made this _________ day of __________________________, 2018, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA").

RECITALS

A. The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as the Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).

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

Tax Parcel	Address	Acres	Assesed Value
2-70	515 S. Broadway	0.085	$0.00
2-71	517 S. Broadway	0.064	$0.00
2-76	525 S. Broadway	0.066	$0.00
2-77	531 S. Broadway	0.301	$0.00
2-78	100 W. Mason St.	7.974	$0.00
2-107	S. Broadway	0.023	$0.00
2-109	613 S. Broadway	0.079	$0.00
2-945	S. Pearl St.	1.266	$0.00
2-946	505 S. Broadway	0.362	$0.00
2-947	419 S. Maple	2.310	$293,000.00
2-949-A	511-513 S. Broadway	0.145	$0.00
3-551	239 Arndt St.	4.665	$0.00
3-554-A	101 Bridge St.	0.293	$0.00
3-556	119 Bridge St.	0.702	$0.00
3-568	401 S. Broadway	0.568	$0.00
3-568-1	S. Broadway	0.372	$0.00
3-569	420 S. Broadway	2.190	$611,500.00
3-572	402 S. Broadway	0.110	$39,100.00

C. The parcels listed above shall be referred to as the "Property." The Property comprises approximately sixteen and nine hundred and sixty five thousandths (16.965) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

D. RDA intends to complete a Project, which shall be composed of the following components, in accordance with all applicable codes and ordinances:

1. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:

    a) A multi-purpose, multi-season Outdoor Events Center ("Stadium") with an artificial turf field (for soccer, football, rugby, lacrosse, and similar sports), scoreboard, lighting, grass berm seating, and related improvements, capable of holding approximately two thousand (2,000) persons for sporting events and eight thousand (8,000) persons for concerts, festivals, and community events; and

    b) A permanent structure for restrooms, lockers, and/or concessions; and

    c) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation; and

    d) A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip, composed of a combination of concrete, pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and

    e) An urban beach, children's playground, splash pad and/or similar amenities; and

    f) A floating dock for transient boaters and an accessible kayak launch.

2. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

    a) Arndt Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.

    b) S. Pearl Street. Appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on S. Pearl Street between Arndt Street and Walnut Street.

    c) CN Railroad Crossings. Construction of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users at Mason Street, Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.

    d) Parking. Construction of approximately eight hundred (800) parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:

        (I) Approximately eighty (80) spaces adjacent to the Stadium within 100 W. Mason St. (Tax Parcel 2-78); and

        (II) Approximately one hundred and twenty (120) spaces within S. Broadway and 613 S. Broadway (Tax Parcels 2-107 and 2-109) and the Mason Street right-of-way between S. Broadway and the Fox River; and

(III) Approximately twenty (20) spaces within 525 S. Broadway and 531 S. Broadway (Tax Parcels 2-76 and 2-77); and

(IV) Approximately one hundred and twenty (120) spaces within 401 S. Broadway, S. Broadway, 505 S. Broadway, 511-513 S. Broadway, 515 S. Broadway, and 517 S. Broadway (Tax Parcels 3-568, 3-568-1, 2-946, 2-949-A, 2-70, and 2-71); and

(V) Approximately one hundred and sixty (160) spaces within the Mason Street right-of-way between S. Ashland Avenue and Maple Street; and

(VI) Approximately three hundred (300) spaces within 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).

3. Neighborhood Investment. The City and/or RDA shall invest one million dollars ($1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property. Funds shall come from a combination of sources, including, but not limited to of Neighborhood Enhancement, Community Development Block Grant ("CDBG"), and/or HOME.

4. Private Improvements. The City and/or RDA may enter into separate agreements with other parties to construct Private Improvements on the Property in order to generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

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

E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

F. RDA has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure, which will constitute Qualified Expenditures for which TIF assistance may be afforded RDA.

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

H. In order to induce RDA to undertake the Project, such that the Project will build new structures using the latest codes, remove attractive nuisances and other problem properties, invest in neighborhoods with high complaint and/or police call volumes, remediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape, encourage human-powered movement, interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand pedestrian, bicycle, and transit transportation networks, create and/or enhance public spaces and amenities, remove blighted and neglected structures, expand our range of residential and commercial real estate products, and the public will generally benefit, the City has agreed to provide assistance to RDA as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

D. Purpose of the Agreement. In order to cause the Project to occur and to induce RDA 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 make commitments as set forth in this Agreement. The City intends to recover its costs through the Available TID Tax Increment generated by the TID. 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 and RDA, as amended and supplemented from time to time.

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

C. "Available TID Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of properties in the TID above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available TID 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.

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

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

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

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

I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as RDA, the City or RDA may propose and the City and RDA may accept in its sole discretion.

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

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

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

    1. road, pedestrian, and bicycle improvements; and

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

    3. telephone, high-speed cable, and related technology infrastructure; and

    4. natural gas, electrical power, and other public utilities; and

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

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

M. "Qualified Expenditures" means all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure.

N. "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.

O. "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.

P. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

Q. "TID" means Tax Increment District Number Five ("TID 5" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 5 in 1999; TID 5 terminates in 2026. Should the Joint Review Board (JRB) create a new blight or conservation and rehabilitation TID encompassing the Property, all references to TID in this Agreement shall refer to such new TID.

R. "TIF" means Tax Increment Financing relating to the TID.

III. FINANCING

A. Budget. The total cost of the Project is expected to be ten million dollars ($10,000,000.00), exclusive of the Neighborhood Investment funds described in Section D. 5. of the Recitals.

B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1., D. 2., D 3., and D. 4. of the Recitals. Approximately one million, one hundred sixty thousand, three hundred dollars ($1,160,300.00) shall be used to acquire real property not currently owned by the RDA and/or City, including:

1. One hundred and forty-five thousand dollars ($145,000.00) to acquire 525 S. Broadway, 531 S. Broadway, and 613 S. Broadway (Tax Parcels 2-76, 2-77, and 2-109) (acquired in April 2017 with neighborhood enhancement funds); and

2. Three hundred dollars ($300.00) to acquire S. Broadway (Tax Parcel 2-107) (acquired in May 2017 with neighborhood enhancement funds); and

3. Twenty thousand dollars ($20,000.00) to acquire 401 S. Broadway (Tax Parcel 3-568); and

4. Nine hundred ninety-five thousand dollars ($995,000.00) to acquire 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).

C. Sources.

1. Project Grant. The RDA and/or City shall contribute no more than nine million, five hundred thousand dollars ($9,500,000.00) as a Project Grant towards the Project. The Project Grant may be made in phases in order to reduce the total debt burden incurred by the City and/or reduce the amount of interest incurred.

2. Stadium District Grant. The RDA and/or City shall contribute any Capital Project Grant funds from the Green Bay Brown County Professional Football Stadium District dedicated towards this Project.

3. Other Grants and Credits. The RDA and/or City, 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 RDA and City 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. RDA and City acknowledge and agree that such grants may be used for Public Improvements in addition to those identified herein, so long as the RDA and/or City's contribution does not exceed the Project Grant amount set forth in Section III. C. l.

D. Revenues. The RDA intends to pay the debt service on the Project Grant from the following sources:

1. Available TID Increment. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property. New development in the TID will generate incremental taxes, which shall be used to repay debt service on the Project Grant. The City shall take no action to dissolve the TID before debt service payments on the Project Grant are satisfied, subject to the provisions of this Agreement.

2. Other Sources. RDA and/or the City shall be permitted to enter into separate agreements with other parties, including, but not limited to user fees, tenant leases, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA and/or City.

3. General Obligation. Should the Available TID Increment be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City, and the full faith and credit and the taxing powers of the City may be pledged to the payment of such amounts. Amounts due hereunder may count against the City's constitutional debt limitation, and taxes may be levied for its payment or pledged to its payment should the Available TID Tax Increment be insufficient to make such debt service payments.

IV. OBLIGATIONS OF RDA

A. Concept Plan. RDA shall approve the Concept Plan, 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 the location of the improvements as defined in Section D. of the Recitals.

B. Construction Documents. Prior to commencement of construction of any Phase of the Project, RDA shall approve 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.

C. Development Budget. RDA shall approve a Development Budget, prepared in accordance with general principles for construction and development budgeting.

D. Compliance with Planning; Zoning; Permits and Use. RDA 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.

E. Acquisition of Property. RDA shall have closed on the purchase and shall have obtained all of the necessary rights of way required for the Project for all parcels within the Property. The Property and rights of way shall be owned in the name of the RDA or City.

F. Termination or Relocation of Easements. RDA 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.

G. Certified Survey Map. RDA shall cause a certified survey map to be prepared, approved by the City 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.

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

I. Maintenance and Repair. RDA 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.

J. Transfer or Sale of Project Property. If RDA intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, RDA shall notify the City in writing thirty (30) days prior to the anticipated transfer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property.

K. Easements. RDA 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. RDA shall cause existing easements to be relocated or terminated to accommodate the Project.

L. Environmental.

   1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, RDA 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. RDA shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

   2. 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.

3. Survival. The provisions of this Section shall survive the conveyance to RDA of any City Property.

M. Insurance. Before commencement of construction activities on the Property, RDA shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which RDA 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 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 - $100,000.00 per accident;

b) Bodily Injury by Disease - $100,000.00 per employee; and

c) $500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect RDA 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 RDA, 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 - $2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - $2,000,000.00;

b) Bodily Injury and Property Damage - $2,000,000.00 per occurrence;

c) Fire Legal Liability Damage Limit - $100,000.00 per occurrence; and

d) Medical Expense Limit - $10,000.00 per person.

3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect RDA 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 - $250,000.00 per person; and

   b) $1,000,000.00 per occurrence; and Property Damage - $250,000.00 per occurrence.

4. Umbrella Coverage. Coverage shall protect RDA and any subcontractor during the performance of work covered by this Agreement with limits of $1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. M. 1. to IV. M. 3. above.

5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, RDA 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 RDA of its obligation to perform under this Agreement and, in the event of loss, RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

6. Fire and Casualty Insurance. RDA 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 RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

N. Other.

1. Coal Trucks. RDA shall make a good faith effort to execute an Agreement with the property owners of 115 W. Mason St. (Parcel 2-950), 901-1011 S. Broadway (Parcel 2-958-A), and/or 1101 State Street (Parcel 1-1370) to relocate the primary means of ingress and egress from W. Mason St. to either S. Broadway, Sixth (6th) Street, or State Street.

2. 519 S. Broadway. RDA shall make a good faith effort to secure a right of first refusal or an offer to purchase the real property located at 519 S. Broadway (Parcel 2-72).

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

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

A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

B. Due Authorization. The City Council shall have authorized the City to enter into this Agreement and authorized the person(s) signing this Agreement to execute and deliver it to RDA 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 RDA.

C. Funding Source. The City shall have identified and approved a funding source in an amount greater than or equal to the Project Grant.

D. Feasibility. This Agreement is contingent in on the RDA obtaining design and concept plans which demonstrate that the Project is capable of being completed within the amount identified in the Project Grant. The City and/or RDA may fund and obtain the necessary design and concept plans without waiving the contingency provided for by this provision, and which design and concept plans shall be eligible for reimbursement by the Project Grant once the contingency is satisfied.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

RDA represents and warrants to the City as follows:

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

B. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations, and ordinances.

C. Payment. RDA shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. RDA 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 RDA 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. RDA 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. RDA will pay all taxes and assessments levied against the Property when and as the same become due.

D. Certification of Facts. No statement of fact by RDA contained in this Agreement and no statement of fact furnished or to be furnished by RDA to the City 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.

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

F. 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 RDA is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which RDA is a party or an obligor.

G. 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. RDA 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.

H. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by RDA in connection with the Property or any transactions contemplated by this Agreement.

VII. DEFAULT

A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party 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.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:

1. Termination. Terminate this Agreement;
2. Specific Performance. Sue for specific performance;
3. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity.

C. 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.

D. 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.

E. 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.

VIII. TERMINATION

A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. All Qualified Expenditures have been repaid in full by Tax Increment;
2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;

4. This Agreement is terminated because of an Event of Default;

5. The parties agree in writing to terminate this Agreement;

6. The contingencies set forth in Section V cannot be satisified as determined in the sole discretion of the party obligated to satisfy the contingency.

B. Survival of Certain Provisions. Sections IV. D., IV. F., IV. J., IV. K., IV. L., VI. B., VI. C., VI. D., VI. G., VI. H., VII. B., VII. C., VII. D., VII. E., IX. B., IX. C., IX. F., X. I., IX. L., IX. N., IX. O., and IX. Q. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Assignment. Nothing herein shall prohibit the RDA from creating a limited liability company (LLC), incorporated in the State of Wisconsin, which shall be completely owned and controlled by the RDA, for the sole purpose of owning and operating the Stadium and other Improvements at 100 W. Mason St. (Parcel 2-78), to which the RDA may assign its rights, for which RDA shall not be required to provide written notice to the City, and shall not be required to obtain consent of the City of such actions. RDA may not otherwise assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the RDA under Section IV hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by RDA only upon the prior, written consent of the City, which shall not be unreasonably withheld.

B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.

D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.

E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a

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

F. 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.

G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

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

J. 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.

K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

L. 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.

M. 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, RDA shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

N. 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. 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).

O. 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.

P. 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.

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

[Signature pages follow]

Signature page 1 of 2

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

THE CITY OF GREEN BAY

By: ____________________________________
James Schmitt, Mayor

By: ____________________________________
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2018, 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 2 of 2

THE CITY OF GREEN BAY and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ____
Gary Delveaux, Chair

Attest: ____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2018, 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
Legal Description

515 S Broadway – Tax Parcel 2-70
Lot One (1), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.
Also:
Part of the surveyed part of Private Claim No. Two (2), West side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows:
Commencing at the intersection of the North line of said surveyed part of Private Claim No. 2, with the Westerly right of way line of the (former) C&NW Railroad Company, said point being 10 feet Westerly from the centerline of said Railroad Company's main line tract measured at right angles thereto; thence S 24 degrees 40' 41"W along said Westerly right of way line 162.57 feet to the point of beginning; thence continuing S 24 degrees 40' 41" W along said Westerly right of way line 11.00 feet to the NE corner of Lot 1 of J. L. Jorgensen's Addition; thence N 58 degrees 34'54" W along the North line of said Lot 1, 117.10 feet to the NW corner of Lot 1, and the Easterly line of South Broadway Street; thence Easterly to the point of beginning on the Westerly right of way line.

517 S Broadway – Tax Parcel 2-71
Lot two (2), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, subject to easement described in Volume 23 miscellaneous records, page 516, Brown County Records and as amended by Volume 228 Deeds, Page 627.

525 S Broadway – Tax Parcel 2-76
Lot Seven (7), according to the recorded plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin; AND
Easement for the benefit of Parcel 1 created by an instrument granted by Spencer Enterprises, Inc. to William R. Jauquet and James C. Schantz dated October 9, 1975 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 14, 1975, at 2:00 P.M., Jacket 90 records, Image 29, as Document No. 819319 for one parking space and right of ingress and egress from South Broadway to said parking space located on Lot Six (6), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

531 S Broadway – Tax Parcel 2-77
Lots Eight (8) and Nine (9), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin AND that part of Private Claim No. 2, West side of Fox River, as described in Volume 316 Deeds, Page 607 and in Volume 361 Deeds, Page 622 and part of Lots Eleven (11) and Twelve (12), Block B, according to the recorded plat of Tank's First Addition, in the City of Green Bay, West side of Fox River, as described in Volume 361 Deeds, Page 621 and 622, Brown County Records EXCEPTING THEREFROM that part thereof, as described in Volume 972 Records, Page 556.

100 W Mason Street – Tax Parcel 2-78
Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

S Broadway – Tax Parcel 2-107

That part of Lot Twelve (12), Block "B". lying West of the West line of the railroad right of way, according to the recorded Plat of C.L.A. Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

613 S Broadway – Tax Parcel 2-109

That part of Lot Eleven (11) and the Northerly 8.0 feet of Lot Ten (10), Block B, according to the recorded Plat of Tank's First Addition, in the City of Green Bay, West side Fox River, Brown County, Wisconsin, lying Westerly of Railroad right of way.

S Pearl Street – Tax Parcel 2-945

That part of the surveyed part of Private Claim No. 2 West side of Fox River, described as follows: Commencing at a point in the West government dock line of Fox River where the same is intersected by the North line of the surveyed part of Private Claim No. 2 West; thence South 12° 35' 14" West 108.41 feet; thence North 64° 6' 21" West 650.11 feet to the West line of Pearl Street produced Southerly; thence North 24° 42' 39" East along the West line of Pearl Street, produced 105.52 feet to the North line of the surveyed part of Private Claim No. 2 West; thence South 64° 6' 21" East along the North line of the surveyed part of Private Claim No. 2 West 627.34 feet to the place of beginning, EXCEPT the part thereof described in Volume 196 of Deeds, Page 294 and EXCEPT the part thereof that lies West of the center line of Pearl Street produced Southerly.

505 S Broadway – Tax Parcel 2-946

Unsurveyed prt of PC 2 WSFR prt of PC 2 des in 173 D 180 & prt of Lot 1 Blk 5 Arndts 1st Add ex prt sold Electrical Serv Corp & ex 251 D 449 & 253 D 269 BCR

511-513 S Broadway – Tax Parcel 2-949-A

Those parts of the surveyed part of private claim no. two (2) West side of Fox River, Green Bay, Wisconsin and lot number one (1) of J.L. Jorgensen's addition to the City of Green Bay, as described as follows:

Commencing at the intersection of the North line of said surveyed part of private claim no. 2, with the Westerly right-of-way of the (former) C&NW RY Co., said point being ten feet (10) Westerly from the center line of said RY. Co's main track, measured at right angles thereof; thence South 24 Deg. 40'41" West along said right-of-way line 173.57 feet to the Northeast corner of said lot number 1 of J.L. Jorgensen's addition; thence North 58 Deg. 34'54" West along the North line of said lot number 1, 117.10 feet to the Northwest corner of said lot 1, and the Easterly line of South Broadway, the point of beginning, said point also the point of a tangent curve; thence Northerly on a curve whose center lies to the West whose radius is 688.16 feet and along the West line of South Broadway Street in Green Bay, Wisconsin, a distance of 54 feet; thence Easterly 118 feet more or less to a point in the aforesaid Westerly right-of-way line of the C&NW RY. Co 108.67 feet Southerly from the point of commencement; thence South 24 Deg. 40'41" West along said right-of-way line 54 feet; thence Westerly to the point of beginning, the foregoing being a parcel of land bounded on the West by the Easterly line of South Broadway and on the East by the Western right-of-way line of C&NW RY. Co.

Together with and subject to easements and reservations as set out in 315 Deeds, Page 308 and 678 Brown Co. records, page 218, and further subject to easement to Wisconsin Public Service Corp. and easement to Northern Hydro-Electric Power Co. as recorded in Vol. 114 of Mortgages, page 49 & 50 Brown County records.

239 Arndt Street – Tax Parcel 3-551

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

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

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

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

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

EXCEPTING THEREFROM:

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

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

101 Bridge Street – Tax Parcel 3-554-A

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

119 Bridge Street – Tax Parcel 3-556

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

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

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

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

<u>401 S Broadway – Tax Parcel 3-568</u>

Part of Block One (1), and all of Block Five (5) of Arndt's First Addition, also part of the unsurveyed part of Private Claim 2, West side of Fox River, all in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest Corner of Block 5, Arndt's First Addition;

thence South 64° 12' 32" East, 211.59 feet along the north lines of Block 5 and Block 1, Arndt's First Addition, also being the southerly right-of-way of Arndt Street, to the westerly right-of-way line of the (former) Chicago and Northwestern Railroad as described in Volume 4 Deeds, page 462, Brown County Records; thence South 24° 51' 53" West 232.73 feet along said right-of-way to the north line of Volume 173, Deeds, page 180, Brown County Records; thence North 63° 56' 38" West, 141.10 feet along said north line to the easterly right-of-way line of Broadway, also being the westerly line of said Block 5; thence North 8° 02' 44" East, 243.64 feet along the easterly right-of-way line and said west line to the point of beginning, subject to easements of record. EXCEPTING therefrom that part of Block One (1) and Block Five (5), Arndt's First Addition as described in Brown County Document Number 1468994 recorded in Jacket 25638 as Image 22, Brown County Records.

<u>S Broadway – Tax Parcel 3-568-1</u>

That part of Block 1, Arndt's First Addition, that pat of Lots 1, 2, and 3, Block 5, Arndt's First Addition, and that part of the unsurveyed part of Private Claim 2, West Side of the Fox River, all located in the City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the northwest corner of said Block 1, Arndt's First Addition; thence S64°-23'-16"E, 22.44 feet along the north line of said Block 1, also being the southerly right-of-way line of Arndt Street to the point of beginning; thence continuing S64°-23'-16"E, 8.44 feet along said north line of Block 1 to the westerly right-of-way line of the (former) Wisconsin Central Ltd. Railroad as described in Volume 4 of Deeds, Page 462 Brown County Records; thence S24°-41'-10"W 232.73 feet along said westerly right-of-way line to the northerly line of the property described in Volume 173 of Deeds, Page 180 Brown County Records; thence N64°-07'-24"W, 141.10 feet along said northerly line of Volume 173 of Deeds, Page 180 to the easterly right-of-way line of Broadway; thence N07°-52'-01"E, 22.64 feet along said easterly right-of-way line of Broadway; thence N75°-46'-39"E, 6.66 feet; thence along the arc of a 399.26 foot radius curve to the left 248.11 feet, said curve having a chord which bears N57°-58'-29"E, 244.14 feet to the point of beginning.

<u>419 S Maple – Tax Parcel 2-947</u>

PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539

<u>420 S Broadway – Tax Parcel 3-569</u>

ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6 ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 & 276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161-40 & 75J174-1 & PRT VAC ALLEY

<u>402 S Broadway – Tax Parcel 3-572</u>

ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6

EXHIBIT B
Preliminary Concept Plan

to be presented at RDA meeting

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.2.

Consideration with possible action on Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B).

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

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes the demolition of existing structures, followed by the construction of six (6) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) sq. ft. in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood;and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars ($118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- $2,693.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $2,693.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and
- $1,066.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight hundred and twenty-six thousand dollars ($826,000.00) which is anticipated to yield approximately:

- $18,824.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $18,824.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and
- $7,450.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

The project is not economically viable without public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet with GB Real Estate Investments, LLC, for Whitney Park Townhomes: Phase IV at 827 Cherry Street, 829 Cherry Street, 205 N. Van Buren Street, and 211 N. Van Buren Street (Tax Parcels 10-71, 10-72, 10-72-A, and 10-72-B), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars ($31,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed eighty percent (80%) of the Available Tax Increment for the Property and shall be capped at the lesser of one hundred and fifty thousand dollars ($150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - WPTH - IV - 10-72 - 180607 - Term Sheet - RDA

City of Green Bay
Department of Community and Economic Development

TERM SHEET 18-01

WHITNEY PARK TOWNHOMES: PHASE IV

This Term Sheet is made this _________ day of __________________________, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
10-71	827 Cherry St.	0.20	$0.00
10-72	829 Cherry St.	0.07	$0.00
10-72-A	205 N. Van Buren St.	0.05	$64,800.00
10-72-B	211 N. Van Buren St.	0.05	$53,400.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty seven hundredths (0.37) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. Developer intends to complete a Project, which includes the demolition of existing structures, followed by the construction of six (6) owner-occupied residential two (2)-story townhomes (with a full basement), each approximately one thousand, four hundred (1,400) square feet in size, containing three (3) bedrooms, two and one-half (2½) bathrooms, and a two (2)-stall garage. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

D. As of January 1, 2018, the Property has an aggregate assessed value of one hundred and eighteen thousand, two hundred dollars ($118,200.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $2,693.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $2,693.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and

3. $1,066.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be eight hundred and twenty-six thousand dollars ($826,000.00) which is anticipated to yield approximately:

1. $18,824.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $18,824.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and

3. $7,450.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

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

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

I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination from the parcel; enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2018. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by December 31, 2018, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

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

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

1. Property Transfer. The City and/or RDA shall convey 827 Cherry St. (Tax Parcel 10-71) and 829 Cherry St. (Tax Parcel 10-72) to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property to be approximately thirty-one thousand dollars ($31,000.00).

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

a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.

d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:

   a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then

   b) "Private Improvements" specifically approved by the City or RDA; then

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

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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of one hundred and fifty thousand dollars ($150,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

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

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

payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

A. Site Control. Developer shall submit proof of control over all real estate compromising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. 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. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:

1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements compromising the Property; after which Developer shall promptly 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. Property and rights-of-way shall be owned in the name of the Developer.

2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than eight hundred thousand dollars ($800,000.00) in "hard" construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.

F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

I. Existence. Developer shall submit proof that 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.

J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.

K. No Default. Developer shall submit proof that 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.

III. MISCELLANEOUS TERMS

A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.

C. 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. 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.

D. 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.

E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of 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.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[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.

THE CITY OF GREEN BAY

By: ______________________________
James J. Schmitt, Mayor

By: ______________________________
Kris A. Teske, Clerk

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________
Gary Delveaux, Chair

Attest: ______________________________
Kevin J. Vonck, Executive Director

The undersigned Developer hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

DEVELOPER:
GB REAL ESTATE INVESTMENTS, LLC

By: ________________________________

____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________________, 2018, the above named ___________________________________, a member of GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, __________________________County, Wisconsin
My Commission Expires __________________________

EXHIBIT A

Legal Description

827 Cherry Street: Tax Parcel Number 10-71

Lot Five Hundred Sixty (560), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

829 Cherry Street: Tax Parcel Number 10-72

The South 53 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

205 N. Van Buren Street: Tax Parcel Number 10-72-A

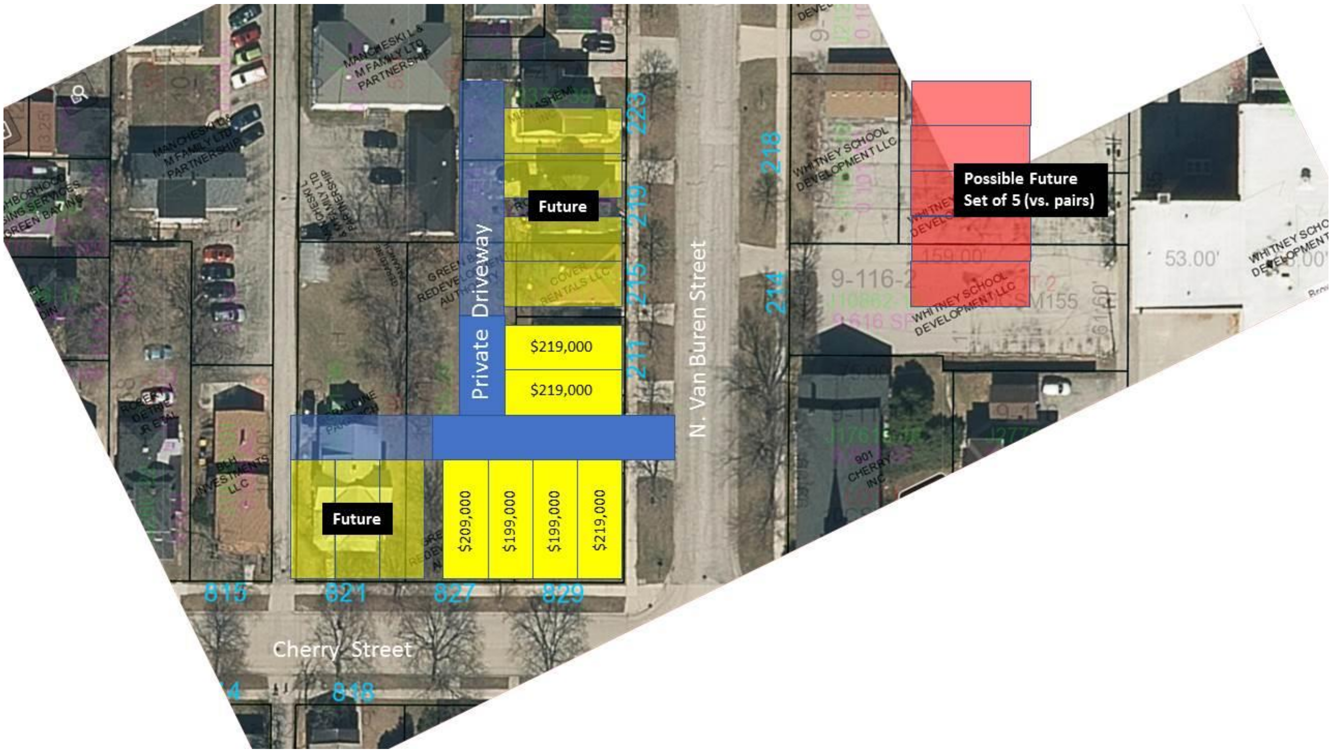
The Northerly 38 feet of the Southerly 91 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

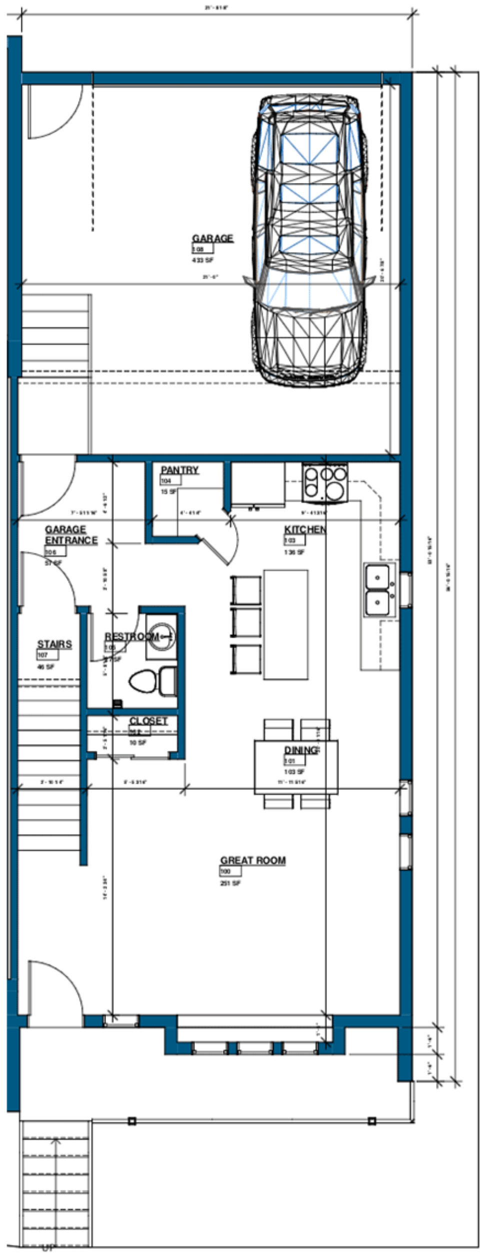
211 N. Van Buren Street: Tax Parcel Number 10-72-B

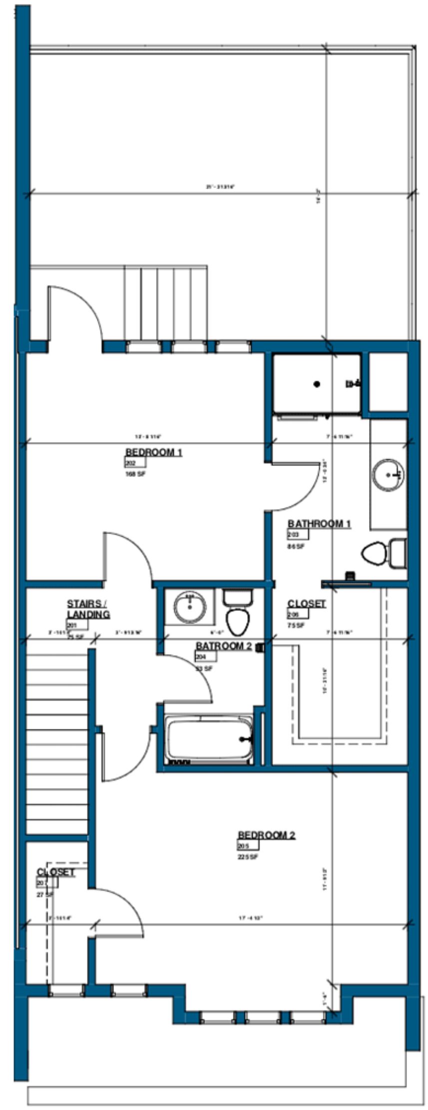
The Northerly 38 feet of the Southerly 129 feet of Lot Five Hundred Sixty One (561), according to the recorded Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

EXHIBIT B

Conceptual Site Plan







First Floor

Great room
Kitchen and pantry
Guest bathroom
Garage entrance

Lower level (not pictured)

Third bedroom

Second Floor

Master bedroom
Master bathroom
Second bedroom
Second bathroom
Chicago-style patio

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.3.

Consideration with possible action on Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46).

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

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) sq. ft. of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces.

The project aligns with our departmental vision of developing a community that is safe, healthy, connected, and loved, as it:

- remediates environmental contamination from the parcel;
- enhances the physical landscape;
- includes high-performance design elements, mechanical systems, and interior finishes;
- encourages human-powered movement;
- interacts positively with adjacent properties and the neighborhood; and
- expands our range of residential and commercial real estate products.

As of January 1, 2018, 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, 2018, the Property yields approximately:

- $0.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $0.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and
- $0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be two million, three hundred thousand dollars ($2,300,000.00), which is anticipated to yield approximately:

- $52,417.00 in total real estate taxes annually (assessed mill rate of $22.79);

- $52,417.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and
- $20,746.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

The project is not economically viable without public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet with GB Real Estate Investments, LLC, for 901 Main at 901 Main Street, 907 Main Street, and 913 Main Street (Tax Parcels 9-48, 9-47, and 9-46), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

1. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars ($19,900.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars ($93,000.00).
2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which shall not exceed the Avaliable Tax Increment for the first four (4) years, and then eighty percent (80%) of the Available Tax Increment for the Property, and shall be capped at the lesser of five hundred and forty thousand dollars ($540,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

No general levy dollars will be used for this project.

ATTACHMENTS

1. 8 - Main 901 - 9-48 - 180607 - Term Sheet - RDA

TERM SHEET 18-02

901 MAIN

This Term Sheet is made this _________ day of __________________________, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
9-48	901 Main St.	0.19	$0.00
9-47	907 Main St.	0.10	$0.00
9-46	913 Main St.	0.10	$0.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty-nine hundredths (0.39) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. Developer intends to complete a Project, which includes construction of a three (3)-story, mixed use building with approximately six thousand three hundred (6,300) square feet of retail space on the ground floor, twenty (20) one (1) and two (2)-bedroom market-rate residential apartment units on the second and third floors, and twenty (20) underground parking spaces. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

D. As of January 1, 2018, the Property has an aggregate assessed value of $0.00, which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $0.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $0.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and

3. $0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be two million, three hundred thousand dollars ($2,300,000.00), which is anticipated to yield approximately:

1. $52,417.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $52,417.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $22.79); and

3. $20,746.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

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

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

I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination from the parcel; enhances the physical landscape; includes high-performance design elements, mechanical systems, and interior finishes; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential and commercial real estate products; and the public will generally benefit; the parties shall work in good faith to negotiate and execute definitive agreements, including a Development Agreement, by December 31, 2018. The Development Agreement will contain terms consistent with this Term Sheet to the extent such terms are not modified through future reviews and approvals, as well as other terms, representations and warranties typical of comprehensive development agreements. If the parties have not executed and delivered a Development Agreement by December 31, 2018, any party may terminate negotiations without liability to any other party.

I. TAX INCREMENT FINANCING

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

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

1. Property Transfer. The City and/or RDA shall convey the Property to Developer, free and clear via warranty deed, for the sum of nineteen thousand and nine hundred dollars ($19,900.00). The City estimates the value of such Property to be approximately ninety-three thousand dollars ($93,000.00).

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

a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.

d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

3. Qualified Expenditures. The PAYGo TIF Incentive shall only fund:

a) Public Improvements, environmental remediation, and asbestos abatement as required by State and Federal law; then

b) "Private Improvements" specifically approved by the City or RDA; then

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

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

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

1. Monetary Limitation. The TIF Incentive for the first four (4) years of PAYGo reimbursement payments shall not exceed the Available Tax Increment for the Property; the TIF Incentive in any year thereafter shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay PAYGo TIF Incentive in excess of the lesser of five hundred and forty thousand dollars ($540,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

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

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and

Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

II. OBLIGATIONS OF DEVELOPER

Prior to the execution of a Development Agreement, Developer shall demonstrate to the satisfaction of the City and RDA the following items within this section.

A. Site Control. Developer shall submit proof of control over all real estate compromising the Property. Developer will have agreed with all holders of easements and any other rights that may be affected by the Project to the termination, modification or relocation of easements and such other rights to accommodate the Preliminary Concept Plan.

B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. 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. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

C. Preliminary Construction Documents. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

D. Preliminary Timeline. Developer shall submit a timeline that shall identify specific dates for the following Project milestones:

1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements compromising the Property; after which Developer shall promptly cause a certified survey map (or a lot combination if approved by the City) 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. Property and rights-of-way shall be owned in the name of the Developer.

2. Construction. The date by which Developer shall have commenced construction of the Project after which the Project shall proceed expeditiously thereafter.

3. Occupancy. The date by which Developer shall have completed major construction on the Property and all permits have been obtained to allow for normal occupancy.

E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than two million dollars ($2,000,000.00) in "hard" construction costs and shall also include at least a ten percent (10%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer.

F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. Developer shall submit proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Proof of Insurance. Developer shall submit proof that Developer has obtained and will maintain worker compensation insurance, comprehensive general liability insurance, comprehensive automobile liability and property damage, umbrella coverage and builder's risk insurance in amounts and written by companies acceptable to the City and RDA, which shall each name the City and RDA as additional insureds and shall not be canceled without at least thirty (30)-day notice to the RDA and City.

I. Existence. Developer shall submit proof that 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.

J. No Litigation. Developer shall submit proof that 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 ability of Developer to complete the Project.

K. No Default. Developer shall submit proof that 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.

III. MISCELLANEOUS TERMS

A. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

B. Documents. Developer shall submit all documents to the City or RDA via one electronic copy and three printed copies.

C. 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. 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.

D. 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.

E. 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 Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of 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.

CAVEAT

This Term Sheet does not constitute an offer or a legally-binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities

[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.

THE CITY OF GREEN BAY

By: ______________________________
James J. Schmitt, Mayor

By: ______________________________
Kris A. Teske, Clerk

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________
Gary Delveaux, Chair

Attest: ______________________________
Kevin J. Vonck, Executive Director

The undersigned Developer hereby agrees to the terms set forth in the foregoing Term Sheet and acknowledge the Term Sheet creates no contract or other binding commitment on the part of the RDA or the City.

DEVELOPER:
GB REAL ESTATE INVESTMENTS, LLC

By: ____________________________________

____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of ___________________________, 2018, the above named ____________________________________, a member of GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, ___________________________County, Wisconsin
My Commission Expires ___________________________

EXHIBIT A

Legal Description

901 Main Street: Tax Parcel Number 9-48

The South Ninety (90) feet of Lot Two Hundred Sixteen (216), Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin and the Easterly ½ of vacated Van Buren Street lying Westerly of and adjacent to said parcel.

907 Main Street: Tax Parcel Number 9-47

The Westerly one-half (1/2) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

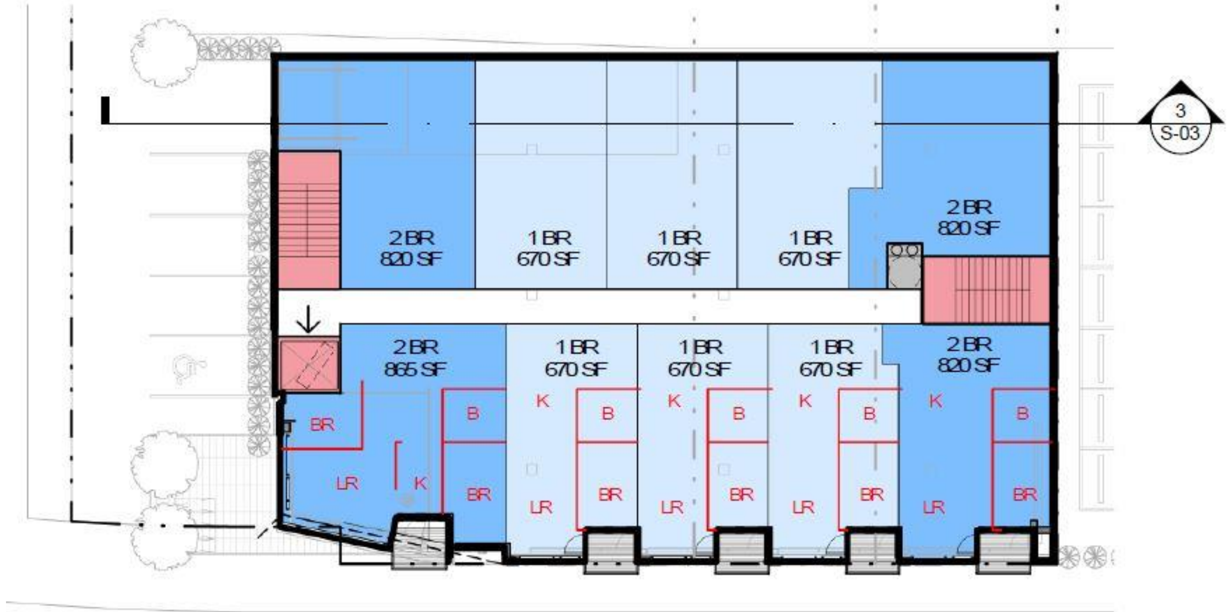
913 Main Street: Tax Parcel Number 9-46

The Easterly one-half (1/2) of Lot 215, Plat of Navarino, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin.

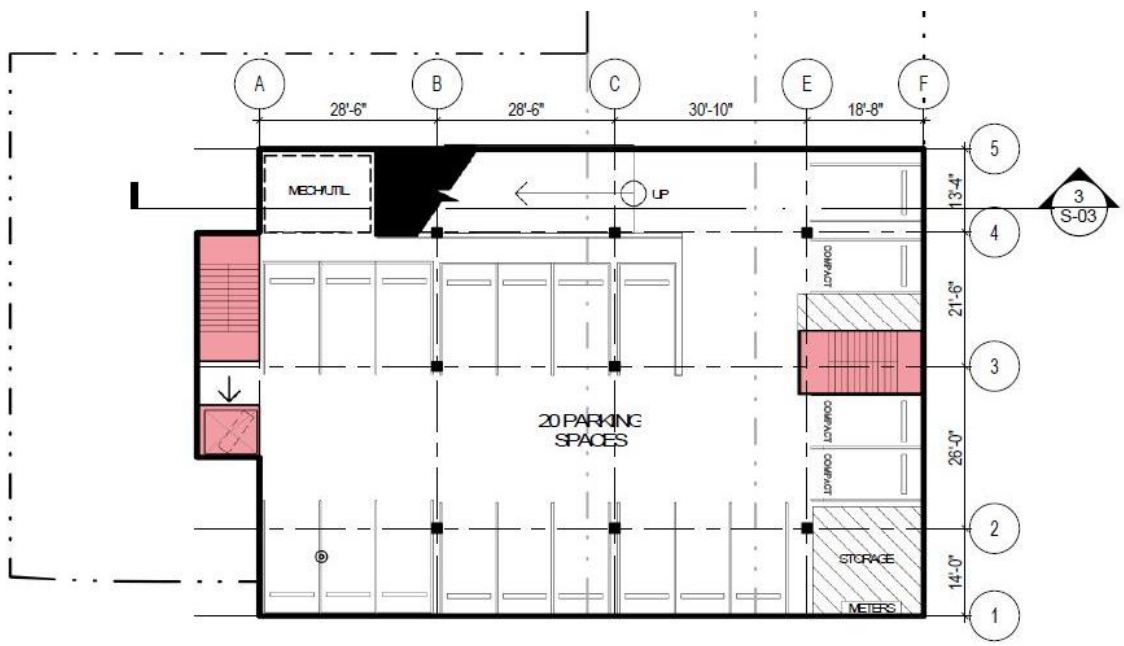
EXHIBIT B

Conceptual Site Plan

LEVEL ONE - RETAIL



LEVEL 2 TYP RES



LOWER LEVEL - PARKING

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Wendy Townsend, Economic Coordinator

AGENDA ITEM # D.4.

Consideration with possible action on the request by Green Bay Theater Company for a six (6)-month Planning Option for the property located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street (Tax Parcels 12-119, 12-122, and 12-118) (Schauer and Schumacher).

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

BACKGROUND

Green Bay Theater Company (GBTC), a non-profit organization, has submitted a six (6)-month planning option for acquiring and renovating the Historic Schauer and Schumacher Building into an arts and performance facility. The GBTC Board has plans for this space to include theater areas, practice spaces and income-producing spaces. The purpose of this development is offer accessible, affordable rehearsal studio and performance space that will help cultivate and complement the rich arts and theater community of Downtown Green Bay.

RECOMMENDATION

Approve the request by Green Bay Theatre Company for a six (6)-month Planning Option for the property located at 227 E. Walnut Street, 101 N. Adams St., and 109 N. Adams Street (Tax Parcels 12-119, 12-122, and 12-118) (Schauer and Schumacher), subject to minor legal and technical changes.

FISCAL IMPACT

To secure the initial term, Developer shall pay the RDA a payment in the amount of one thousand dollars ($1,000.00). If Developer is awarded an extension to the initial term, Developer shall pay to RDA an additional payment in the amount agreed to by the parties.

ATTACHMENTS

1. 8 - Schauer + Schumacher - 12-122 - 180607 - Planning Option GBTC - RDA

PLANNING OPTION AGREEMENT 18-01

GREEN BAY THEATRE COMPANY

This Planning Option is made this _________ day of __________________________, 2018,

by THE REDEVELOPMENT AUTHORITY OF THE RDA OF GREEN BAY (“RDA”),

and Green Bay Theatre Company Real Estate, LLC a Wisconsin limited liability company (“Developer”).

RECITALS

A. The RDA owns real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
12-119	227 E. Walnut St.	0.153
12-122	101 N. Adams St.	0.034
12-118	109 N. Adams St.	0.078

B. The parcels listed above shall be referred to as the “Property.” The Property comprises approximately 0.256 acres of land. A legal description of the Property is herein attached as EXHIBIT A.

C. Developer has requested a Planning Option to allow time to complete all due diligence necessary to determine the physical and financial feasibility of completing a Project, which may include structural analysis, financial viability, and tenancy.

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

E. The RDA is willing to negotiate a sale of the Property with Developer upon a determination by both parties of the economic and physical viability of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree and state as follows:

A. The RDA hereby grants to Developer an exclusive Planning Option for an initial term expiring December 31, 2018 for the Property. This period is required in order to complete all due diligence necessary to determine the physical and financial feasibility of the proposed Project. The initial term of this Agreement may be extended by mutual written agreement of the parties.

B. To secure the initial term, Developer shall pay the RDA a payment in the amount of one thousand dollars ($1,000.00). If Developer is awarded an extension to the initial term, Developer shall pay to RDA an additional payment in the amount agreed to by the parties.

C. The RDA, during the period of this Agreement, or any extension thereof, shall provide that the Property shall not be conveyed to any other legal entity and hereby agrees to grant to the Developer exclusive negotiating rights for the purchase or lease of said real property during the applicable period set out above.

D. The RDA hereby grants Developer full access to the site for purposes of completing due diligence including, but not limited to, soil testing, engineering analysis, inspection and other needs for ingress and egress upon the land. This access is subject to any preexisting easements and licenses on the Property. However, any such licenses may be terminated by the RDA in the event it is reasonably necessary for completion of the due diligence necessary for this Agreement.

E. The RDA and/or the City of Green Bay shall make available all known environmental reports and activity upon the Property. By entering into this Agreement, the Developer in no way assumes any responsibility or liability for site remediation.

F. During the pendency of this Agreement and upon determination of the feasibility of proposed future uses, the parties shall work in good faith to negotiate and execute a Development Agreement, and any other associated documentation, that shall provide for the acquisition and development of the Property to Developer. Such Development Agreement is subject to the approval of the RDA and City of Green Bay Common Council.

G. It is agreed and understood by the parties that all proposed future uses in the Development Agreement shall complement existing uses on adjacent properties and within the overlying zoning district. The RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of proposed future uses in a timely manner.

H. Developer shall demonstrate the ability to obtain financing for the proposed future uses prior to the expiration of this Agreement.

I. Developer understands that the RDA shall approve any final design plans as a condition of receiving any financial assistance from the City or RDA. City or RDA financial assistance may be in the form of Tax Increment Financing or other governmental grants paid to Developer in accordance with the Development Agreement.

J. The RDA agrees that any lease entered into for the Property shall be subordinate to any first mortgage obtained by Developer.

K. If the parties agree upon and execute a Development Agreement prior to the expiration of this Agreement, the RDA shall convey the Property to the Developer in accordance with the terms and conditions of the Development Agreement, and any associated documentation.

L. If a Development Agreement is not agreed to by the parties prior to the expiration of this Agreement, and no extension has been agreed to by the parties, this Agreement is hereby terminated and the Developer shall furnish to the RDA all environmental reports and studies, and surveys relating to the Property.

M. In the event the Developer determines that the proposed use on the Property is not feasible during the pendency of this Agreement, Developer may terminate this Agreement and shall notify the RDA in writing of the termination.

N. RDA and Developer shall pay all of their own legal fees, third party fees, customary closing costs and other costs related to this Agreement, the Development Agreement, and any lease or sale associated with this Agreement.

[Signature pages follow]

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

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________________
Gary Delveaux, Chair

Attest: ______________________________________
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2018, 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 __________________________

The undersigned Developer hereby agrees to the terms set forth in the foregoing Planning Option and acknowledge the Planning Option creates no additional contract or binding commitment on the part of the RDA or the City.

Developer:
Green Bay Theatre Company Real Estate, LLC

By: ______________________________________
Paul B. Belschner – Authorized Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________________, 2018, the above named ___________________________________, a member of Green Bay Theatre Company Real Estate, LLC a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, __________________________County, Wisconsin
My Commission Expires __________________________

EXHIBIT A

Legal Description

Parcel Number 12-122

Parcel I: The South 1/3 of the West 12 feet of the East 89 feet of Lot 51, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Parcel II: The North 1/3 of the West 12 feet of the East 89 feet of Lot 52, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin,

Parcel III: The South 10 feet of the North 32 feet of the East 89 feet of Lot 52, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Parcel IV: The West 5 feet of the South 5 feet of the North 1/3 of the East 77 feet of Lot 52, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

Legal Description
Parcel Numbers 12-118 and 12-119

Parcel 1: The East 66 feet of the South 34 feet of Lot 52, and the East 66 feet of Lot 53, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County Wisconsin.

ALSO

A non-exclusive easement for ingress and egress over and across the North 10 feet of the South 76 feet of the East 89 feet of Lot 52, Plat of Navarino, and the West 12 feet of the East 77 feet of the South 1/3 of Lot 51, and the West 12 feet of Lot 51, all in the Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin; as originally granted in the following instruments: Volume 172 Deeds, Page 342; Volume 174 Deeds, Page 434; and Jacket 9780 of Records, Image 8.

Parcel 2: The South 1/3 of the East 77 feet of Lot 51, and the North 1/3 of the East 77 feet of Lot 52, except the South 5 feet of the West 5 feet thereof, according to the recorded Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

ALSO

A non-exclusive easement for ingress and egress over and across the North 10 feet of the South 76 feet of the East 89 feet of Lot 52, Plat of Navarino, and the West 12 feet of the East 77 feet of the South 1/3 of Lot 51, and the West 12 feet of Lot 51, all in the Plat of Navarino, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin; as originally granted in the following instruments: Volume 172 Deeds, Page 342; Volume 174 Deeds, Page 434; and Jacket 9780 of Records, Image 8.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Matt Buchanan, Staff

AGENDA ITEM # D.5.

Consideration with possible action on a six (6)-month Lease Agreement with LimeBike for the property located at 227 E. Walnut Street, 101 N. Adams Street, and 109 N. Adams Street (Tax Parcels 12-119, 12-122, and 12-118) (Schauer and Schumacher).

BACKGROUND

In May, Common Council approved an agreement with the company LimeBike to provide a dockless bike share service within the City of Green Bay. LimeBike intends to launch this system in July with a fleet of 350 bikes which will be located throughout the City for public use. LimeBike has approached the City with a request for space to store bicycles. Staff proposes offering LimeBike the option to sign a (6) six-month lease for the Schauer and Schumacher properties for the purposes of temporary bike storage. The proposed rental rate is $1 per term. Either party may terminate the lease with a 30-day notice. Upon expiration of the lease, a month-to-month tenancy will be established with a rental rate at $1 per month.

RECOMMENDATION

To approve the six (6)-month lease agreement with LimeBike for the property located at 227 E. Walnut Street, 101 N. Adams St., and 109 N. Adams Street.

FISCAL IMPACT

This action would have a negligible financial impact. If approved, the proposed lease would result in a monthly rental income of $1 for six months, with the potential for additional income of $1 per month should a month-to-month tenancy be established in February 2019. The rent amount is being proposed in order to help support the new bike share service, which will provide alternative transportation choices and a quality of life benefit to the community.

ATTACHMENTS

1. Draft Property Lease Agreement with LimeBike

PROPERTY LEASE AGREEMENT BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA") AND Neutron Holdings, Inc. DBA Limebike ("Limebike")

THIS PROPERTY LEASE AGREEMENT (the "Agreement"), entered into this 1st day of July, 2018, Redevelopment Authority of the City of Green Bay, ("Lessor") and Limebike ("Lessee"), collectively referred to as the Parties, is to evidence the following agreements and understandings:

RECITALS

WHEREAS, Lessor owns real property located at 227 East Walnut Street, 101 North Adams Street, and 109 North Adams Street, Green Bay, Wisconsin, Parcels 12-119, 12-122, and 12-118 ("Property"), which includes two adjacent commercial buildings ("Buildings"), collectively referred to as the ("Lease Premises"); and

WHEREAS, Lessee wishes to lease and utilize the Lease Premises as a storage facility for standard pedal bicycles, electric assist model bicycles, and/or related mobility products such as electric scooters, to support the management of a bike share program; and

WHEREAS, Lessor acknowledges that use of the Lease Premises as proposed by Lessee would be a benefit to the surrounding community to create a safe, healthy, community-based bicycling culture; and

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

1. **Term and Termination.** This Agreement shall commence on July 1st, 2018 ('Effective Date") and shall terminate on January 31, 2019 ("Initial Term"). Upon the expiration of the initial term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease. Either Party may terminate this Agreement for any reason upon a thirty (30) day written notice to the other Party.

2. **Maintenance and Utilities**. Lessor shall be responsible for any and all routine maintenance to the Lease Premises and all improvements and structures thereon including but not limited to snow removal. Lessee shall be responsible to make all repairs to the Lease Premises, fixtures, and equipment therein that may have been damaged by the Lessee's misuse, waste, or neglect. The Lessor agrees that it will, throughout the term of this Agreement, or any renewals or extensions thereof, be responsible for the payment of electricity and stormwater utility fees. The Lessee acknowledges all other utilities, including but not limited to water, will not be made available to the Lease Premises.

3. **Property Leased to Lessee.** The Lessor hereby grants to Lessee an exclusive lease of the Leased Premises for the purpose of storing standard pedal bicycles, electric assist

model bicycles, and/or related mobility products such as electric scooters, to support the management of a bike share program.

The Leased Premises consists of real property Parcel No. 12-119 and the Building. During the term of the Lease, the Lessee is required to maintain the Leased Premises in the same condition, reasonable wear and tear excluded, as the Leased Premises is in at the date of the commencement of this Agreement, at the Lessee's cost. Failure to adequately maintain the Leased Premises will be a material breach of this Agreement and may lead to Lessor's termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

4. **Rent.** Lessee shall pay rent to Lessor in exchange for exclusive use of the Lease Premises. The rental rate shall be $1 per term. Payment is due upon execution of the Agreement. Upon expiration of the Agreement, a new month-to-month tenancy shall be created and the rental rate shall be $1 per month. Rent is due the first (1st) day of each month during the month-to-month tenancy. The rental rate may be adjusted by written agreement of both Parties.

5. **Subletting and Assignment**. Lessee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the Lessor. This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Lease Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

6. **Improvements**. Lessee may make improvements, upon the written consent of the Lessor, to the Lease Premises during the term of this Agreement. Any such improvements shall be at the sole expense of the Lessee unless otherwise agreed to by the Lessor. The Lessor shall retain ownership of any improvements to the Lease Premises. The Lessee shall be responsible for the maintenance of any and all such improvements to the Lease Premises.

7. **Indemnification.** Lessee hereby agrees to indemnify, defend and hold harmless the Lessor and the City of Green Bay, 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 Lessee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability

results from the sole negligence of the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

9. **Insurance**. Lessee agrees that it shall provide to the City of Green Bay and to the Lessor, at its own costs and expense, a Certificate of Insurance with a company or companies authorized to do business in the State of Wisconsin with coverage and minimum policy limits as follows:

1. General Liability **-** $1,000,000.00 per occurrence, $2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.

2. Business Automobile Coverage

   a. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.

   b. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.

3. Workers Compensation and Employers Liability

   a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

      i. $100,000 Each Accident
      ii. $500,000 Disease Policy Limit
      iii. $100,000 Disease – Each Employee

   b. 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 waiver all rights of subrogation against the CITY, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

The City of Green Bay and the Redevelopment Authority of the City of Green Bay, its officials, employees, and agents shall be named as "Additional Insureds" on the General Liability Policies. This coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:

Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

10. **Default and Termination.** In the event the Lessee shall default in any of the amounts due to the Lessor as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained or any such default shall continue un-remedied for a period of 30 days after written notice thereof to Lessee, or (a) Lessee shall make an assignment of its property for the benefit of creditors, or (b) Lessee shall petition a court to be adjudged a bankrupt, or (c) if a petition in bankruptcy shall be filed in any court against Lessee for more than 30 days, or (d) if Lessee shall be judicially determined to be insolvent, or (e) Lessee shall be adjudged a bankrupt, or (f) if a receiver or other officer shall be appointed to take charge of the whole or any part of Lessee's property or to wind up or liquidate its affairs, or (g) if Lessee shall seek a reorganization under any of the terms of the National Bankruptcy Act, as amended, or under any other insolvency law, or (h) Lessee shall admit in writing its inability to pay its debts as they become due, or (i) if any final period of 30 days from the date on which it becomes final, or (j) if Lessee shall abandon the Leased Premises, the Lessor may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Lessee, including expressly the specific enforcement hereof, forthwith have the cumulative rights to immediately terminate this Agreement and all rights of the Lessee hereunder. Further, in the event of lapse of insurance policies or coverage and protection as required by this Agreement, the Lessor may, with a 15-day notice to the Lessee, declare this Agreement terminated. Lessee shall have no access rights to or use of the Leased Premises unless all insurance policies required by this Agreement are in full force and effect.

In the event of termination of this Agreement for default, Lessee may make no claim for compensation for improvements and the Lessor shall retain title and ownership of said Leased Premises, together with all buildings and improvements thereon, without any payment whatsoever to Lessee. No improvements, buildings or fixtures shall be removed from the Leased Premises during the term of this lease or any renewal period of this lease without the written consent of the Lessor, except any equipment or trade fixtures of Lessee which Lessee lawfully removes prior to the termination of this lease.

11. **Disclosure and Acknowledgement.** With full and complete knowledge, Lessee accepts the Lease Premises, and any improvements made thereto during the course of this Agreement, in an "as is" condition.

12. **Non-Discrimination.** During the performance of this Agreement, the Lessee shall not discriminate against any patron or employee or applicant for employment on the basis of race, religion, disability, sex, sexual orientation, national origin, color, creed, marital status, age or public assistance status.

13. **No Partnership.** The Parties hereto agree that they are acting as independent contractors and that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating a partnership, joint venture of any such mutual relationship between the Parties. Each Party shall be responsible for its own separate debts and obligations.

14. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement shall supersede all prior correspondence, agreements, and understandings, both oral and written. No provisions of this Agreement may be amended or modified in any manner except by an agreement in writing duly executed by the Parties hereto.

15. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement.

16. **Notices**. Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed to be current:

If to Lessor: Kevin Vonck, Director
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301

If to Lessee: Neutron Holdings, Inc., DBA LimeBike
66 Bovet Rd, Ste 320
San Mateo, California 94402

15. **Severability**. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver**. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

17. **Execution of Agreement.** This Agreement may be signed in counterparts, and when each Party hereto has delivered one such counterpart or copy thereof, each counterpart of copy shall be deemed an original and, when taken together with the other signed counterparts or copies, shall constitute one integrated contract, which shall be binding upon and effective as to all Parties hereto. Facsimile and email signatures of the Parties hereto shall have the same effect as original signatures.

<u>SIGNATURES TO FOLLOW</u>

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

Redevelopment Authority of the City of Green Bay ("Lessor")

Date: ____________________

By:___________________________________

Name : Gary Delveaux
Title: Chair

By:___________________________________

Name: Kevin Vonck
Title: Executive Secretary

Neutron Holdings, Inc., DBA LimeBike ("Lessee")

Date: ____________________

By:___________________________________

Name: ______________________________

Title: ______________________________

STATE OF ___________)

)ss.

COUNTY OF _________)

Personally appeared before me this _____ day of ___________, 2018 the above-named_____________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

Notary Public, ______________,____

My commission expires:______________

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.6.

Consideration with possible action on the following for Redevelopment Authority properties associated with the North Webster expansion project:
A. Disposition of Tax Parcels 7-50, 7-37, 7-332 and a portion of 7-231
B. Temporary easements on Tax Parcels 7-581, 7-580, 7-580-A, 7-231, 7-322, and 20-23-A

BACKGROUND

DPW will be commencing construction on the North Webster Avenue expansion in 2019. As part of the expansion, DPW will need to acquire various properties as well as gain temporary easements along the corridor. The RDA has been acquiring properties along this corridor for this reason over the past years. In total, nine (9) RDA properties will be either acquired or affected. See attached maps for properties.

RECOMMENDATION

To approve of the disposition of Tax Parcels 7-50, 7-37, 7-332 and a portion of 7-231 to DPW for the North Webster Avenue expansion.

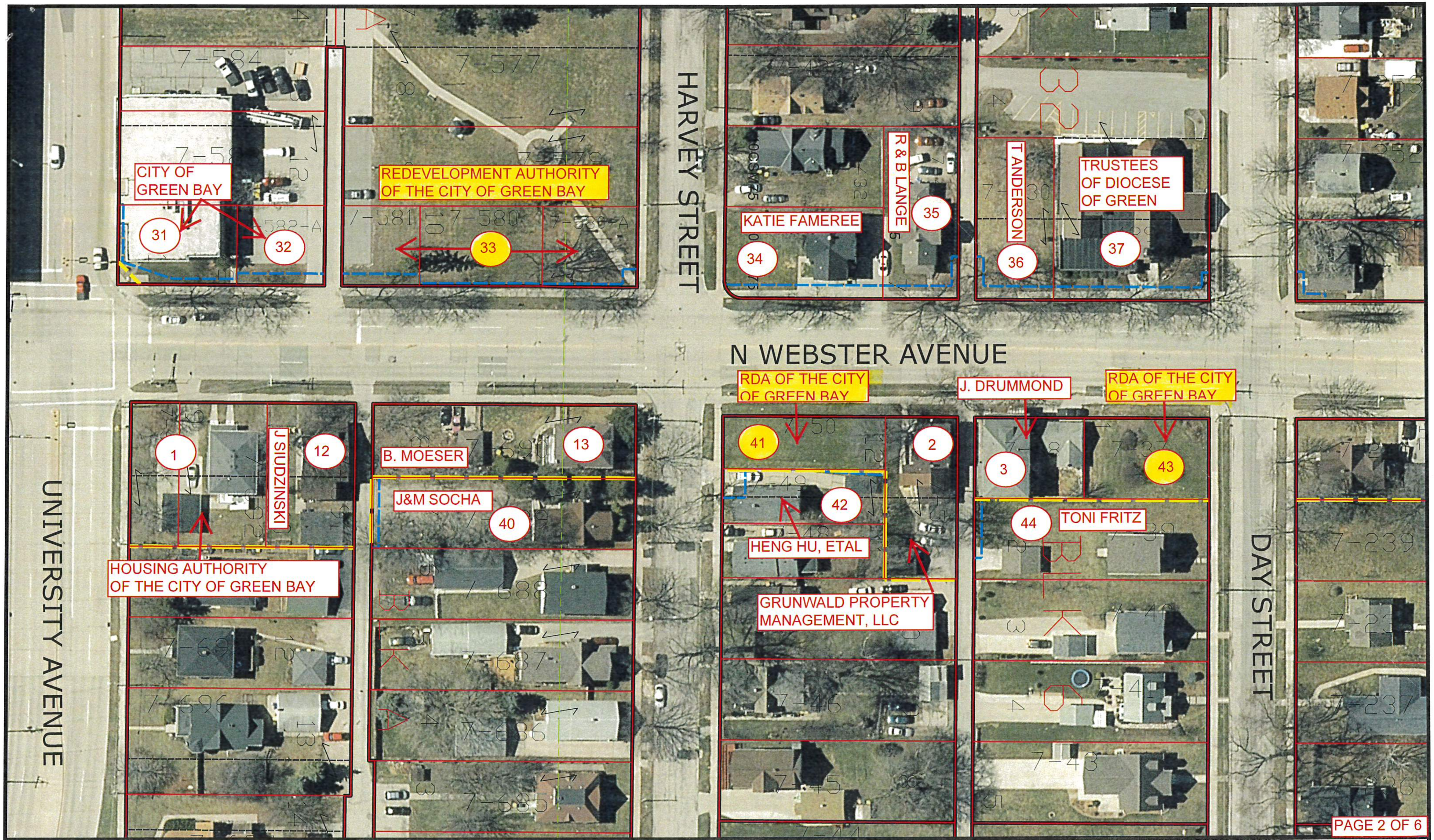
To approve temporary easements on Tax Parcels 7-581, 7-580, 7-580-A, 7-231, 7-322, and 20-23-A to DPW for the North Webster Avenue expansion.

FISCAL IMPACT

DPW would be purchasing properties and temporary easements from the RDA for $51,615.00. These funds will be deposited back into the Neighborhood Enhancement fund for immediate use.

ATTACHMENTS

1. N Webster Expansion



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Date: 12/27/2017

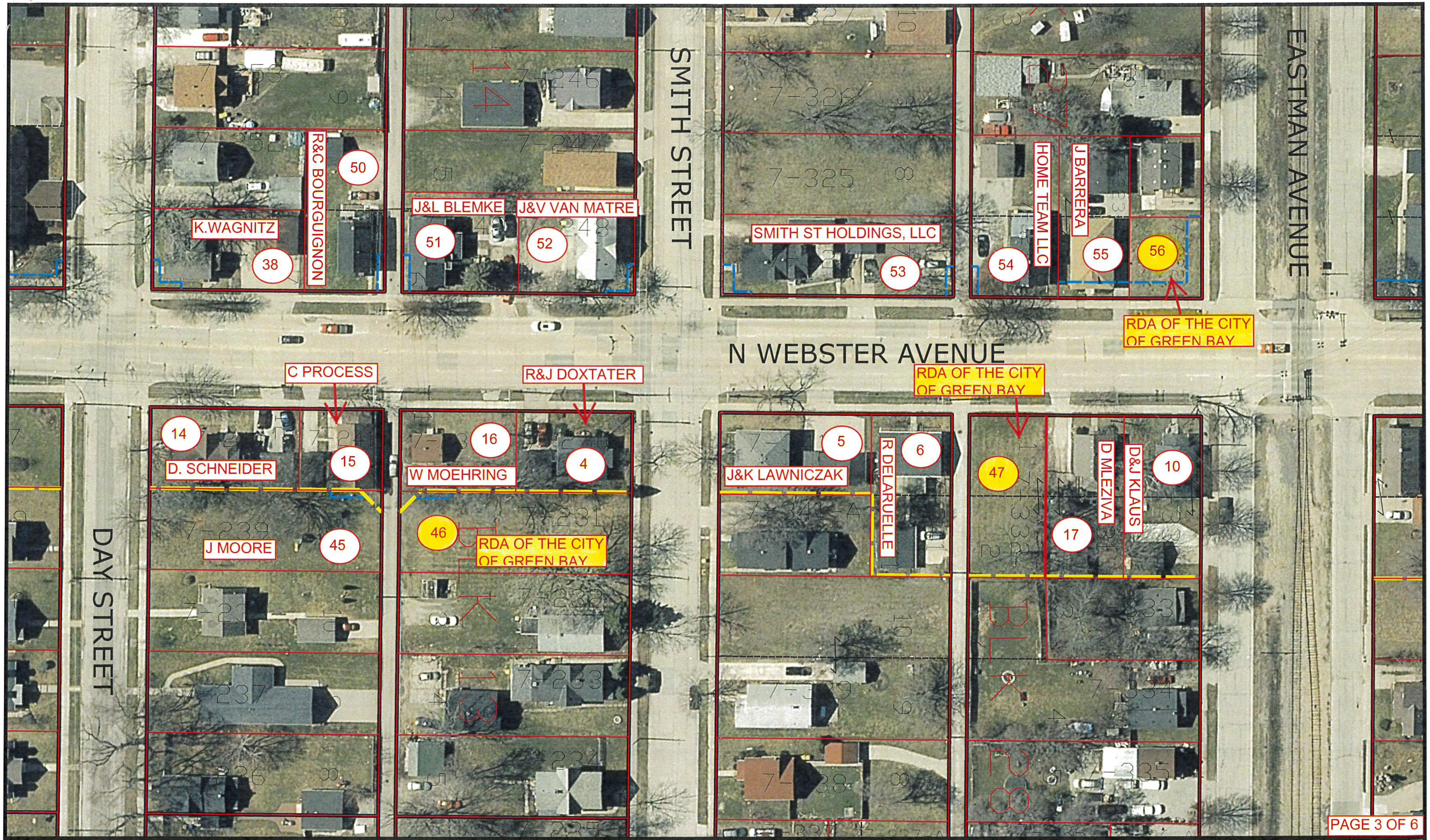
= FEE ACQUISITION NEW R/W LINE

= T.L.E. ACQUISITION

N WEBSTER AVENUE

City of Green Bay
Department of Public Works

100 50 0 100 Feet



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Date: 12/27/2017

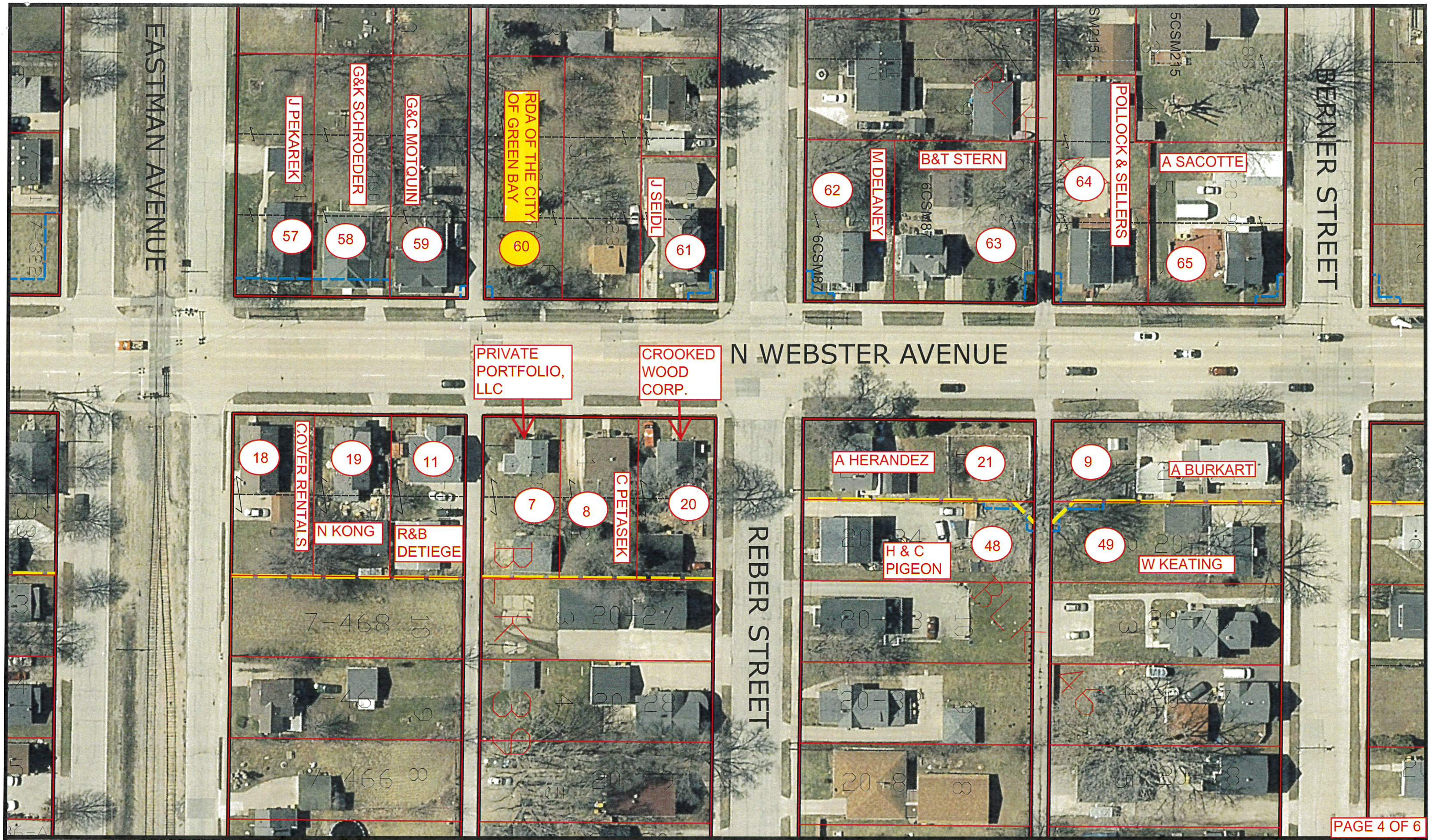
= FEE ACQUISITION NEW R/W LINE

= T.L.E. ACQUISITION

N WEBSTER AVENUE

City of Green Bay
Department of Public Works

100 50 0 100 Feet



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Date: 12/27/2017

= FEE ACQUISITION NEW R/W LINE

= T.L.E. ACQUISITION

N WEBSTER AVENUE

City of Green Bay
Department of Public Works

100 50 0 100 Feet

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.7.

Consideration with possible action to borrow one million, five hundred thousand dollars ($1,500,000.00) for the Neighborhood Enhancement Fund.

BACKGROUND

The Neighborhood Enhancement Fund (NEF) has been a successful City program since its inception in 1999. To date, $9,865,000 in funding has been allocated for the fund including $1,500,000 in 2015 and $500,000 in 2017. For 2018-2019, Staff is requesting to borrow from the State Trust fund in three (3), $500,000 increments. This will allow for the least amount of interest to incur on the loans. Staff will draw the funds as necessary, generating a program progress report to the RDA for subsequent draw requests. On average, Staff is able to spend $500,000 in about a six (6) month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020. See attached for program proposal and previous allocations.

RECOMMENDATION

To borrow one million, five hundred thousand dollars ($1,500,000.00) from the State Trust fund for the Neighborhood Enhancement Fund.

FISCAL IMPACT

The Neighborhood Enhancement fund currently has $295,064.04 in the account. With $175,337.00 of the fund allocated to upcoming projects, only $119,727.04 is available.

ATTACHMENTS

1. NEF Proposal 2018
2. Neighborhood Enhancement Fund Allocations
3. RDA Property Areas 2018
4. NEFpropertiesFW
5. NEFpropertiesW
6. NEFpropertiesE
7. NEFpropertiesFE

Neighborhood Enhancement Fund 2018-2019
Total Allocation request: $1,500,000

Borrowing Method and Timing

Funds are to be borrowed from the State Trust fund in three (3), $500,000 increments. In order to incur the least amount of interest on the loans, Staff will draw the funds when necessary. A program progress report will be generated for the Redevelopment Authority upon subsequent draw requests. On average, Staff is able to spend $500,000 in about a 6 month turnaround. This request for borrowing should be able to sustain the Neighborhood Enhancement Fund until 2020.

Program Allocations

Acquisition/Demolition $750,000

Targets key properties in neighborhood for acquisition. (*Priority rating system will be used*)

- Purchase and Demolition: Buy property, tear down, and offer lot in incentive program.
- Purchase and Sale: Buy property and release request for proposal for rehab to occupy or sell.

Development Incentive Program $300,000

Incentive for the construction of new, single-family homes.

- New Homes in Your Neighborhood grant – Available to persons interested in constructing an owner-occupied home on an RDA owned lot.

Architectural plans and building guide.

- Tailored to the unique sizes of most RDA owned neighborhood lots.

Conversion Grants $100,000

Program that works to reduce density and restore homes to original design intent.

- Grants provided to convert multifamily homes to single family homes.
- Single family homes can be leased or owner-occupied. Additional loan funding available for owner-occupied homes.

City Beautification $150,000

Program that implements aesthetic, placemaking improvements at highly visible public locations, therefore elevating the appearance of the entire neighborhood.

- Low maintenance median planting on primary corridors throughout the city.
- Gateway signage.
- Landscaping at key locations.
- Public art.

Maintenance/ Utilities $150,000

- Lawn mowing and snow removal of RDA owned properties
- Lot clean ups from illegal dumping and storm damage on RDA properties.
- Non-Summary Nuisance Abatements: (referral from inspection) If owner does not have resources to repair, the RDA will repair property and place bill as special assessment.
- $7,500 for part-time Compliance Inspector for recent rat issue.

Administrative and Marketing $50,000

- $45,000 for administrative to be used for Real Estate Specialist position. (50% of salary is paid with the General Fund)
- $5,000 for marketing RDA owned lots and neighborhood Enhancement Programs.

Neighborhood Enhancement Fund Allocations

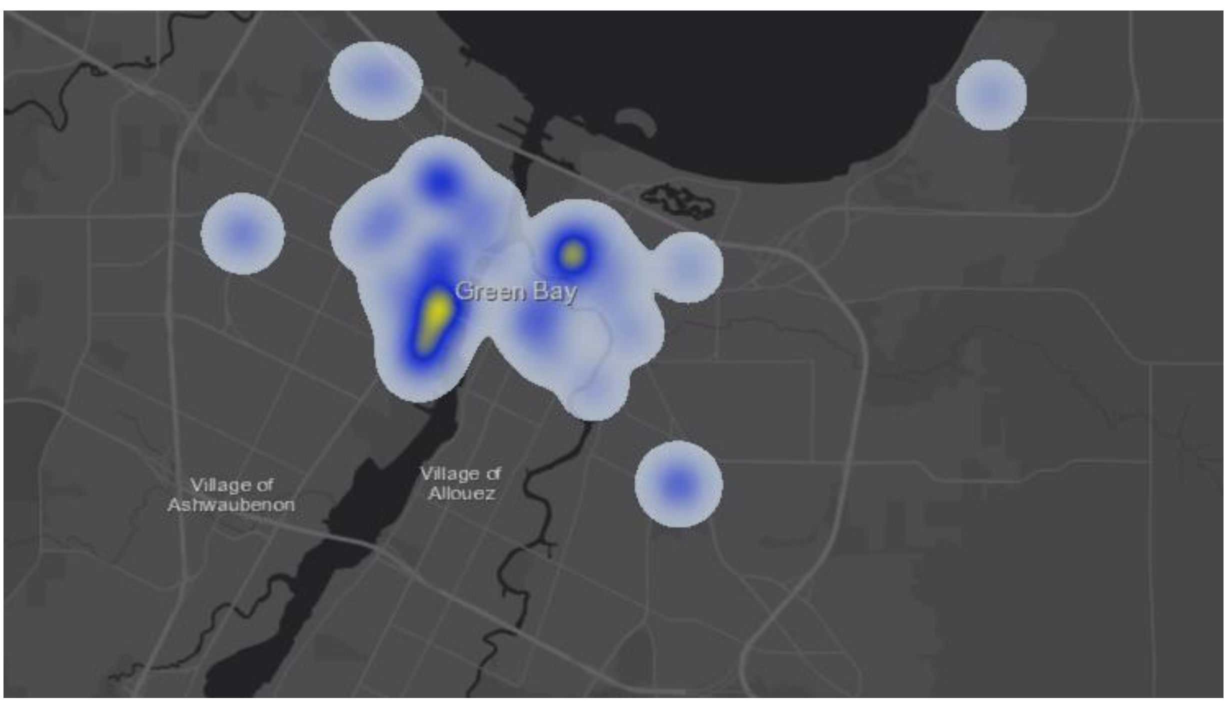
Year	Allocation
1999	$700,000
2000	$565,000
2001	$900,000
2002	$600,000
2003	$700,000
2004-2005	$1,400,000
2006	$700,000
2007	$750,000
2008	$600,000
2009	$600,000
2010	$150,000
2011	$ 0
2012	$ 0
2013	$ 0
2014	$200,000 ($75,000 designated for Conversion Grant Program)
2015	$1,500,000 (Divided into 4 categories)
2016-2017	$500,000

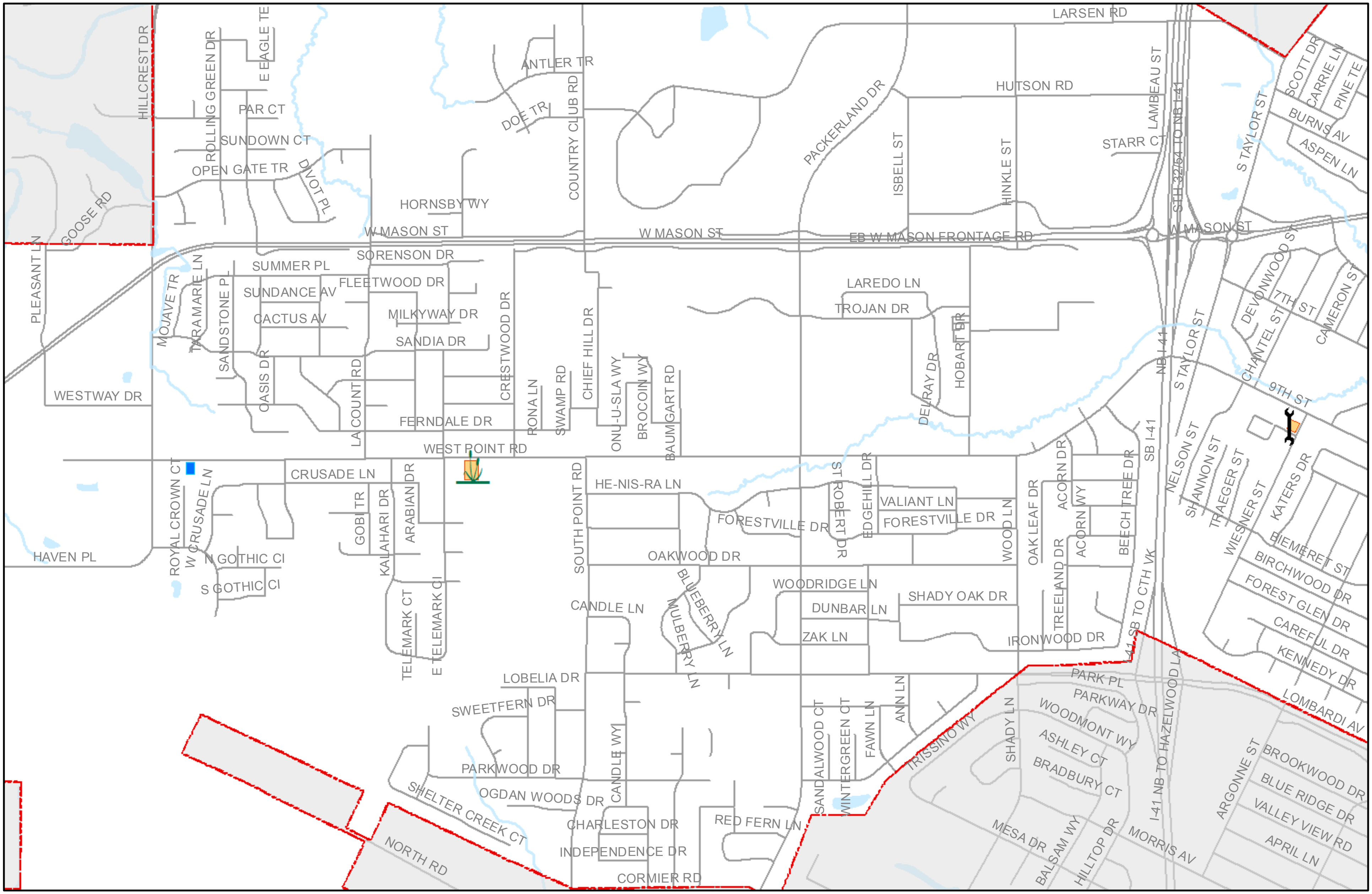
Total allocation to date: $9,865,000

RDA Property Areas

Properties disposed 1999-2018

Properties currently owned





Neighborhood Enhancement Fund

nef_owned
nef_disposed
NEFpoints
development
green
new construction
police
residential conversion
road
sold to neighbor
transportation

0 0.125 0.25 0.5 Miles

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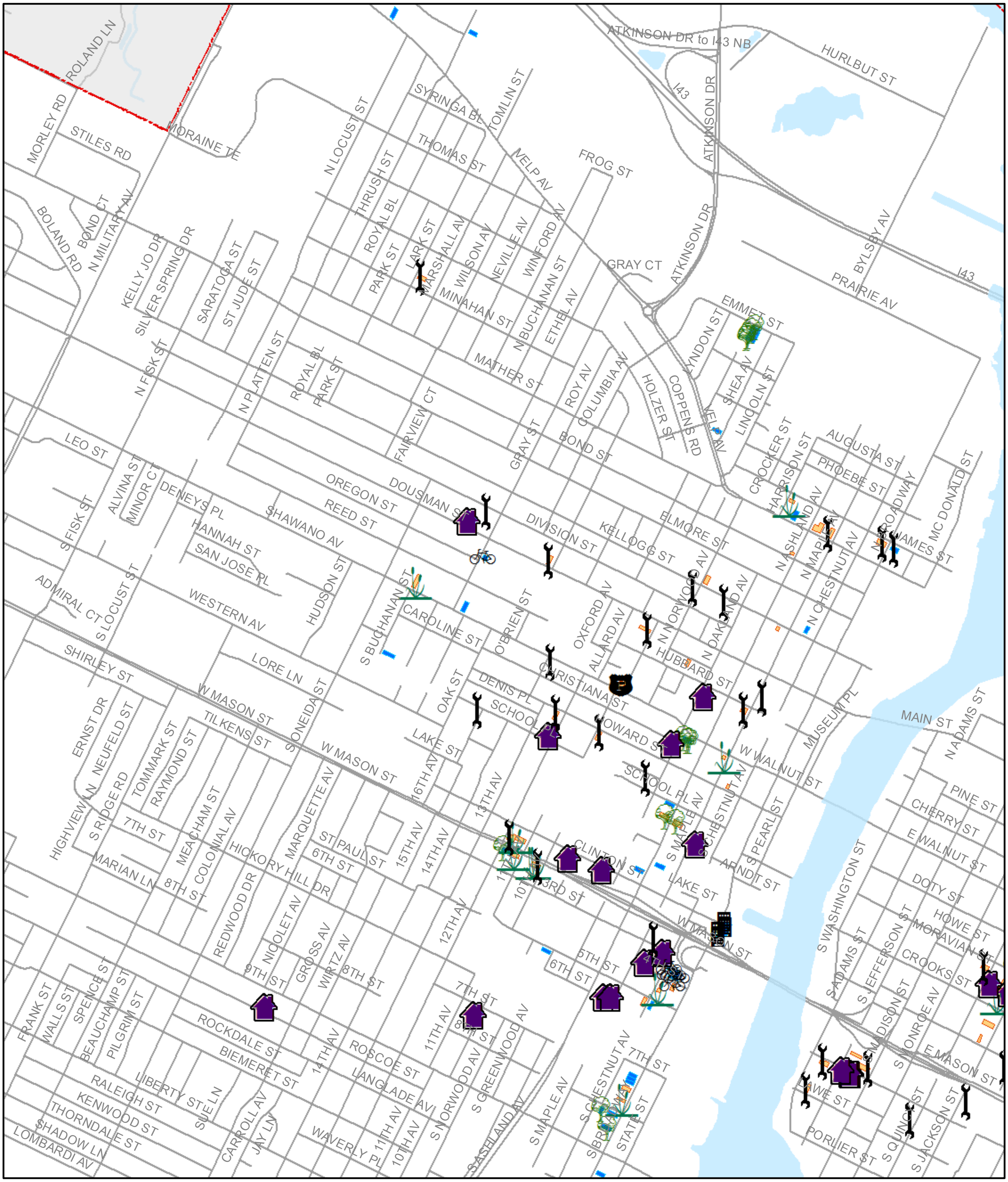
07 Jun 2018 X:\Planning\Work Order Requests\2018\18.22 NEF properties\NEFproperties.mxd



Neighborhood Enhancement Fund

0 0.125 0.25 0.5 Miles

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nef_owned
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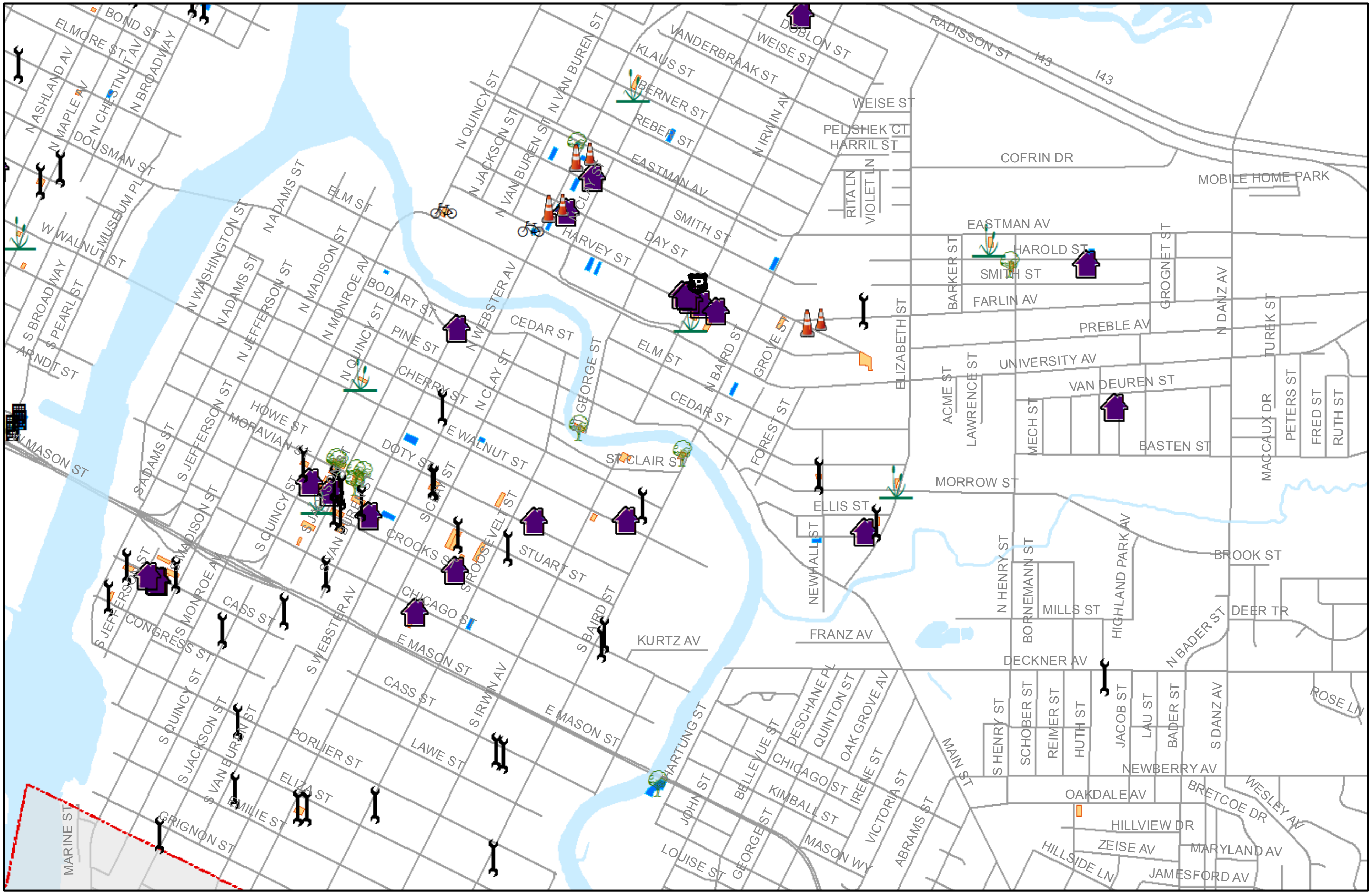

Neighborhood Enhancement Fund

nef_owned
nef_disposed
NEFpoints
development
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0 0.125 0.25 0.5 Miles

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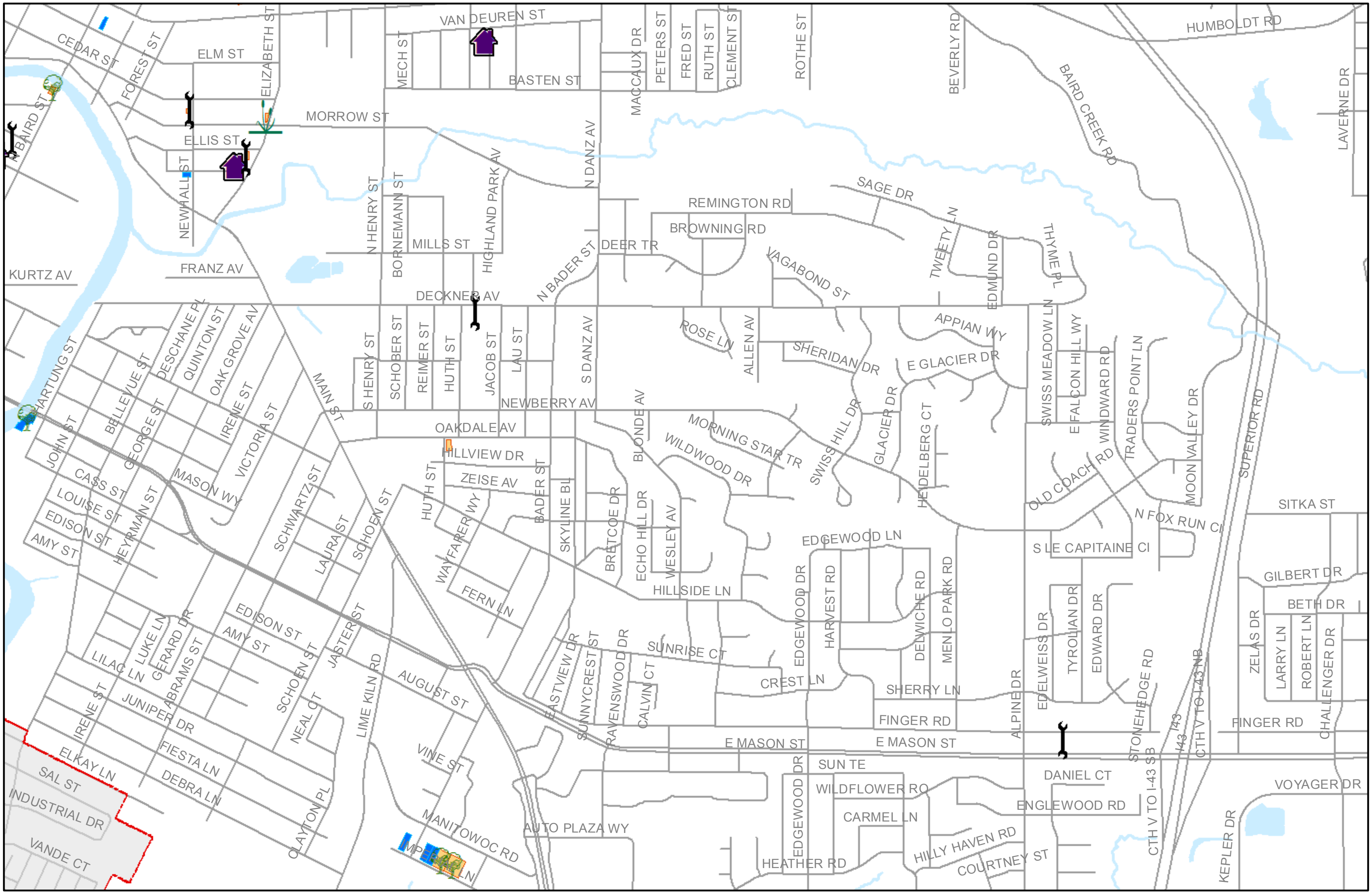
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 07 Jun 2018 X:\Planning\Work Order Requests\2018\18.22 NEF properties\NEFproperties.mxd



Neighborhood Enhancement Fund

- nef_owned
- nef_disposed

NEFpoints

- development
- green
- new construction
- police
- residential conversion
- road
- sold to neighbor
- transportation

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

MEETING DATE	PREPARED BY
June 12, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.8.

Consideration with possible action to purchase 158 N. Maple Ave. (Tax Parcel 4-95) with Neighborhood Enhancement Funds.

BACKGROUND

158 N. Maple Avenue is a large, six (6) unit multi-family home on a prominent corner near the center of the Broadway corridor. Staff has been working with a a developer on the property across the street at 159 N. Maple Avenue as a catalyst project for the neighborhood and for the "Love Here, Live Here" campaign. Acquiring this property would allow the City to build upon the momentum in the neighborhood.

Upon acquisition of this property, staff would be looking to put the property out for RFP as we have in the past and would look for a private developer to rehabilitate this property under a development agreement. Staff feels that there are a few possibilities for the rehab and that by controlling the property we would ensure that the best end result will occur.

With the acquisition of 158 N. Maple Avenue, the RDA will be able to continue to stimulate positive redevelopment in a neighborhood with great opportunity near the center of the Broadway corridor.

RECOMMENDATION

To approve the purchase of 158 N. Maple Ave. (Tax Parcel 4-95) for $129,900 using Neighborhood Enhancement funds.

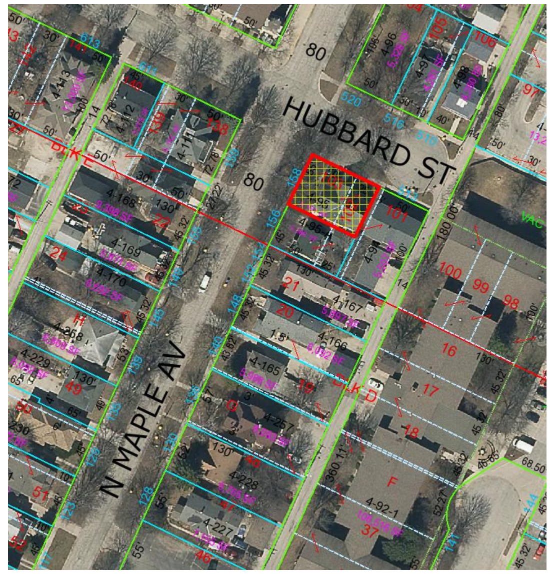
FISCAL IMPACT

$129,900.00 of Neighborhood Enhancement would need to be allocated for the purchase.

ATTACHMENTS

1. 158NMapleAcquistion

158 North Maple Avenue



Property Information:

Parcel ID 4-95
Lot Size.. 55' x 75'
Building SF..................................... 3,752 SF
Divided into six units
Zoning................................Office Residential

Priority Rating..............................90 / 100

Tax Information:

Land Value.......................... $ 22,700
Improved Value.................... $122,300
Assessed Value $145,000

Total Offer $129,900

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Kevin King, Staff

AGENDA ITEM # D.9.

Consideration and possible action on awarding contract for the rehabilitation of 535 St. George Street to the low qualified bidder to The Remodel Shop, in the amount of $115,090.00.

BACKGROUND

The RDA authorized purchase of the property from Parks, Recreation & Forestry in the amount of $45,050 using Community Development Block Grant funds. The project includes a new roof, concrete, garage, siding repairs and cleaning, kitchen remodel, bathroom repairs, flooring, furnace, water heater, plumbing, electrical, carpentry, abatement, painting and insulation. The funding source for the rehabilitation is Community Development Block Grant.

RECOMMENDATION

Approve the low qualified bidder.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Ken Rovinski, Staff

AGENDA ITEM # D.10.

Consideration with possible action on the disposition of 901 Irvington Street (Tax Parcel 6-469) to adjacent property owner.

BACKGROUND

The RDA purchased this property from the Brown County Treasurer in 2016 and demolished it in 2017. This property had a small, one bedroom house that was constructed on slab on grade. The garage had a dirt floor and was falling off of its foundation. A single-family house on this property did not fit with the current commercial one zoning. The Smart Growth 2022 Comprehensive Plan calls for this area to be redeveloped into commercial use. Staff approached the adjacent commercial property owners about purchasing the property for future expansion. DuBois Real Estate Holdings, LLC, expressed interest and offered $15,000.00 for the property.

RECOMMENDATION

To approve the disposition of 901 Irvington Street (Tax Parcel 6-469) to DuBois Real Estate Holdings LLC for $15,000.00.

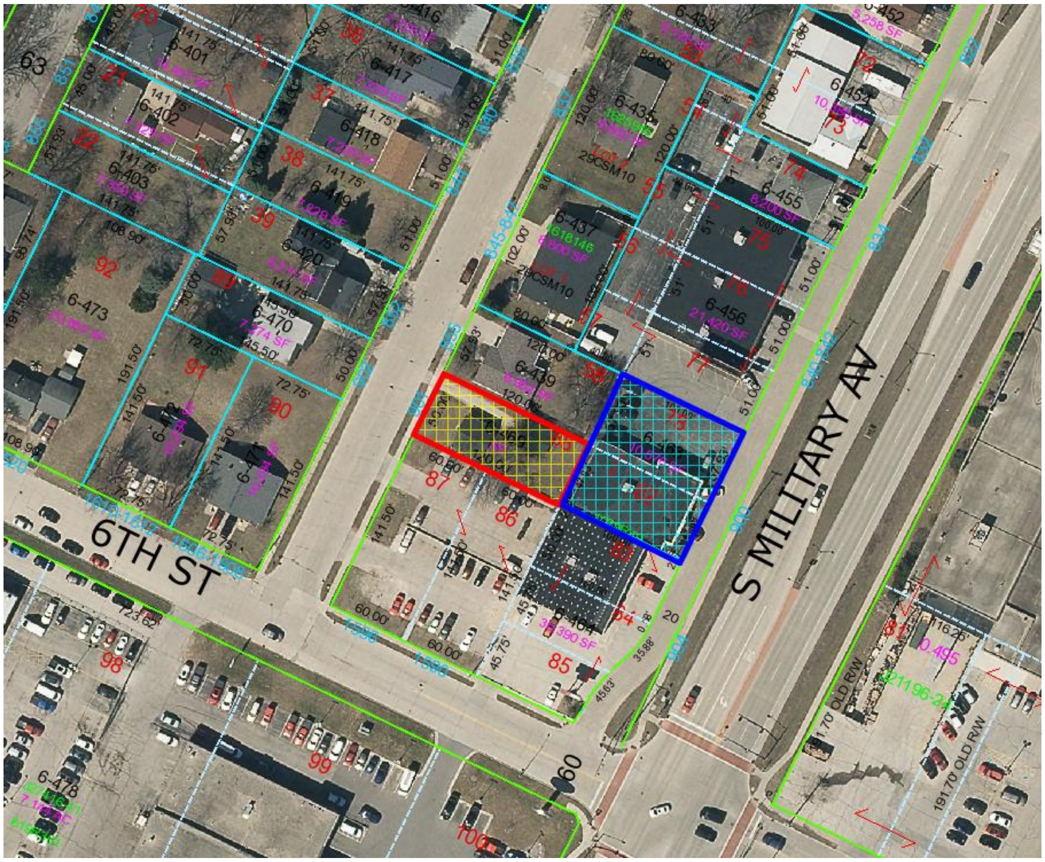
FISCAL IMPACT

The adjacent owner would be purchasing the property from the RDA for $15,000.00. These funds will be deposited back into the Neighborhood Enhancement fund for immediate use. This property was originally purchased for $7,136.88 and was demolished for $8,550.00.

ATTACHMENTS

1. 901 Irvington Disposition

901 Irvington Street



Property Information:

Parcel ID 6-469
Lot Size.. 50' x 120'
Zoning................................ Commercial One

Current Tax Information:

Land Value.......................... $17,500

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # D.11.

Consideration with possible action on the request to enter into an agreement to complete a Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan with Green Bay Area Public School District and Toole Design Group (PP 18-02).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the

Funding Administration Subcommittee of the Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.12.

Consideration with possible action on report of the Funding Administration Subcommittee meeting on June 4, 2018.

BACKGROUND

The Funding Administration Subcommittee met on June 4, 218 to discuss the draft 2018 Annual Action Plan.

The City of Green Bay is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in the City of Green Bay. The funds are provided under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) entitlement programs. As a federal requirement to receiving these funds, the City of Green Bay each year has to draft an Annual Action Plan. The Action Plan is a document which will guide the use of federal housing and community development funds within the City of Green Bay, resulting in a viable community with decent housing and suitable living environments and expanding economic opportunities, primarily for persons of low- and moderate-income.

Following federal requirements and obtaining input from City departments, non-profit organizations and the public, City staff has identified community needs, interest and objectives in order to make effective choices in preparing the following draft 2018 Annual Action Plan. The City of Green Bay's 2018 CDBG allocation from HUD is $997,751.00 and 2018 HOME allocation is $551,102.00.

CDBG Projects include the following:

Park Projects $200,000.00: Replace the playgrounds at East River Van Beaver Park and Fort Howard/Jefferson Park. Any excess funding will be used to build and improve neighborhood parks in CDBG eligible areas in the City.

DPW Projects $200,000.00: Replace deteriorated alleys and sidewalks due to tree root damage or to ensure ADA accessibility.

Public Service – Fair Housing Services $20,000.00: Contract with an organization that will provide fair housing services such as educational services through presentations and direct assistance, manage fair housing complaints, and distribute information on fair housing laws and illegal discrimination in the City of Green Bay.

Public Service – Community Gardens $12,000.00: Contract with the Brown County UW-Extension to support half of a full-time position that is responsible for the operations of the community gardens in the City of Green Bay.

CDBG Eligible Area Projects $140,401.00 plus Program Income: Housing related activities such as acquisition, demolition, relocation, rehabilitation, emergency repairs, reconstruction, and historic preservation. Additionally, eligible projects such as streetscape improvements to improve the overall quality of living in LMI neighborhoods.

CDBG Eligible Area Projects $50,000.00: Beautification and Art related activities in LMI areas of the City of Green Bay.

CDBG Eligible Area Projects $25,000.00: Contract with the Green Bay Water Utility to provide grants to LMI households within the City of Green Bay to have water lead line replaced.

Economic Development $50,000.00: Provide Façade and Demo loans and/or grants to businesses to improve store fronts in the City of Green Bay.

Economic Development $100,000.00 plus Program Income: Provide loans to businesses in the City of Green Bay who will create or retain jobs for LMI individuals.

CDBG Administration $199,350.00 plus 20 percent Program Income: Provide staff salaries and supplies for the administration of the CDBG funds.

HOME Projects include the following:

Single Family Rehabilitation Loans: $150,000.00 plus Program Income: Provide loans to LMI households in the City of Green Bay who can't afford to pay for necessary repairs to their properties.

Downpayment Closing Cost Assistance $100,000.00: Contract with a local organization to administer loans to LMI families for down payment and/or closing cost assistance on the acquisition of their first home.

Housing Development Advancement $145,992.00: Create additional opportunities for quality affordable housing units in the City of Green Bay such as owner occupied, rental, ADA accessible, elderly, and homeless units.

Community Housing Development Organizations (CHDO) Set Aside $100,000.00: Housing projects that will be carried out by a local Community Housing Development Organization. These projects will involve the construction or rehabilitation of homes for single family or rental housing.

HOME Administration $55,110.00 plus 10 percent Program Income: Provide staff salaries and supplies for the administration of the HOME funds.

RECOMMENDATION

Approve recommended draft 2018 Annual Action Plan to the RDA.

FISCAL IMPACT

ATTACHMENTS

1. 2018 RDA Funding Draft

2018 Community Development Block Grant Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Park Projects			
Park Projects	$200,000.00	$0.00	$200,000.00
DPW Projects			
Sidewalk/Alley Resurfacing	$200,000.00	$0.00	$200,000.00
Public Service Programs			
Fair Housing Services	$20,000.00	$0.00	$20,000.00
Community Gardens	$12,000.00	$0.00	$12,000.00
Subtotal for Public Service	***$32,000.00***	***$0.00***	***$32,000.00***
CDBG Eligible Area Projects -Acquisition, Demolition, Rehabilitation, Reconstruction, Infrastructure Improvements, Historic Preservation	$140,401.00	$8,000.00	$148,401.00
CDBG Eligible Area Projects - Beautification/Art	$50,000.00	$0.00	$50,000.00
CDBG Eligible Area Projects - Homeowner Lead Line Replacement	$25,000.00	$0.00	$25,000.00
Economic Development Façade/Demo	$50,000.00	$0.00	$50,000.00
Economic Development Revolving Loan	$100,000.00	$120,000.00	$220,000.00
* **CDBG Administration**	$199,350.00	$32,000.00	$231,350.00
TOTALS	$996,751.00	$160,000.00	$1,156,751.00

2018 CDBG Allocation - $996,751.00

2018 Estimated Program Income $160,000 ($120,000 is restricted to Economic Revolving Loan fund)

Public Services-limited to a max of 15% total Entitlement + prior year PI ($243,041)

* **CDBG Administration amount is limited to a maximum of 20% total Entitlement plus Program Income**

2018 HOME Allocations

Potential Projects	Staff Recommendations	Program Income	TOTAL
Single Family Rehabilitation Loans	$150,000.00	$90,000.00	$240,000.00
Downpayment Closing Cost Assistance	$100,000.00	$0.00	$100,000.00
Housing Development Advancement Projects	$145,992.00	$0.00	$145,992.00
Community Housing Development Organizations (CHDO) Set Aside	$100,000.00	$0.00	$100,000.00
*HOME Administration	$55,110.00	$10,000.00	$65,110.00
TOTALS	$551,102.00	$100,000.00	$651,102.00

2018 HOME Allocation $551,102

2018 Estimated Program Income $100,000

* HOME Administration amount is limited to a maximum of 10% total Entitlement plus Program Income

CHDO set-aside must be a minimum of 15% ($) of total Entitlement amount; Eligible activities include:

- Acquisition and/or rehabilitation of housing
- New construction of housing

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.13.

Consideration with possible action on request to use $15,000.00 of CDBG public service funding to subsidize the Public Arts Coordinator position for work in the CDBG eligible areas.

BACKGROUND

The Public Arts Coordinator position was formed in 2017 for the purposes of performing a variety of work relating to the City's involvement with public arts. This position serves as staff to the Public Arts Commission and develops policies and procedures for all aspects of the arts programs. The position is currently 20 hours per week with no benefits and is funded entirely from a grant received from the excess Packer Stadium monies.

RDA staff is allocating funds to begin to increase the amount of public art in our CDBG eligible neighborhoods. Increasing the hours of this position to 30 hours per week will provide assistance accomplishing this goal. It also will benefit the City in that a position at 30 hours per week with benefits will be an easier position to fill in the future. The goal of the Public Arts Commission is to begin a fundraising campaign this year to raise private dollars to support a full-time public arts coordinator.

The Public Arts Coordinator position is currently paid at $20.00 per hour at 20 hours per week. To increase the number of hours to 30 per week plus benefits would be a total package of approximately $41,000.00. $15,000.00 would be allocated from CDBG funding and the balance would come from the Public Arts Commission funding. The Human Resources Department is reviewing this position with regards to compensation because it was not part of the salary review process that was completed recently. If there are any increases to the salary as a result of this review, it will be the responsibility of the Public Arts Commission to make up the difference.

RECOMMENDATION

To approve the use of $15,000.00 of CDBG funding to subsidize the Public Arts Coordinator position for work in the CDBG eligible areas.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Matt Buchanan, Staff

AGENDA ITEM # D.14.

Consideration with possible action to amend Commercial Façade Improvement Grant and Demolition Grant Policies and Procedures.

BACKGROUND

Under the direction of the RDA, DCED staff manages the Commercial Façade Improvement and Demolition Grant programs. Current program limitations on funding levels and eligible project areas have hindered the number of applications DCED staff receives. These two CDBG funded programs currently have a fund balance of approximately $114,000.00. CDBG timeliness rules require that the majority of these funds be spent by November, 2018. To encourage greater participation in both programs and to expedite the disbursement of funds, staff recommends revisions to the Policies and Procedures of each program.

Currently, the Façade Grant Program offers a maximum award of $5,000.00 per storefront. The Demolition Grant Program has a funding cap of $10,000.00 per building razed. Staff proposes the removal of both funding caps. Future levels of grant funding would be determined on a case-by-case basis with RDA approval. The current requirement of a 25 percent match would remain.

Projects are also currently limited to specific areas within the City that were established to maximize program impacts within select target areas. Staff proposes expanding eligible project areas to all Low/Moderate Income Areas and designated Slum and Blight Areas. Furthermore, staff proposes that projects outside these areas be considered eligible when they meet the CDBG Slum and Blight Spot Basis requirements.

RECOMMENDATION

Approve amendments to the Policies and Procedures of the Commercial Façade Improvement and Demolition Grant Programs to remove current funding caps and expand eligible project areas.

FISCAL IMPACT

None

ATTACHMENTS

1. Draft Amendments to Facade Grant Policies-Procedures_062018
2. Draft Amendments to Demolition Grant Policies-Procedures_062018
3. Current Demolition Grant Procedures_082017
4. Current Facade Grant Procedures_112016

City of Green Bay

Commercial Façade Improvement Grant Program
Policies and Procedures

Program Purpose & Overview

The purpose of the Commercial Façade Improvement Grant Program is to enhance and revitalize the aesthetics of Green Bay's commercial districts by providing a financial incentive for businesses to invest in their property. The Program aims to address deteriorating property conditions and encourage enhancements to the property as viewed from the public right of way as a means to generate economic development for Green Bay's business districts.

Program participants are eligible to be reimbursed up to 75% of their eligible costs for a façade improvement project. The level of grant funding will be determined on a case-by-case basis. The Program is funded by Community Development Block Grant (CDBG) provided by the Federal Department of Housing and Urban Development (HUD). The Program is managed and administered by the City of Green Bay's Department of Community & Economic Development.

Participant & Property Eligibility

Eligible participants of the Program include commercial property owners and business owners leasing space in a commercial property. A business owner who is leasing space must have a current lease and written approval from the property owner to participate in the Program. Participants/property owners cannot be delinquent on any current City charges, taxes, or assessments or have defaulted on any previous city assistance.

Eligible properties include commercial buildings located within the City of Green Bay that are within either a Low/Moderate Income Area (LMI Area) or a designated slum/blight area. Properties may be located outside these areas if the project is limited to addressing serious conditions that are detrimental to public health and safety. Potential applicants should consult with City staff before applying to confirm eligibility.

Project Eligibility

Eligible improvements include:

- Restoration of masonry, brick, wood, and glass;

- Restoration/preservation of historical or architecturally significant features
- Storefront redesign and reconstruction
- Murals and permanent art fixtures
- Exterior lighting enhancements
- Awnings
- Other approved visual enhancement of a property as it relates to a public right-of-way or visible from a public vantage point.

Ineligible Improvements include roofs that are not “part of the façade” (i.e. do not face the public way; the portion of mansard roofs, for example, facing street frontage are eligible), non-permanent fixtures, security systems, personal property, interior window coverings, equipment, any improvements not visible from the public right-of-way or public vantage point, and any improvements deemed to be inconsistent with redevelopment purposes and objectives. Potential applicants should consult with City staff before applying to confirm project eligibility.

CDBG National Objective Requirements

The City of Green Bay’s Façade Grant Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. All projects participating in the Façade Grant Program must meet a federally-established National Objectives and be an eligible activity. City staff will verify if the project meets one of the following National Objectives:

1. LMI Benefit: The project must benefit a Low/Moderate Income (LMI) Area as defined by HUD.
2. Slum/Blight Area: The project must eliminate slum/blight within a designated blighted area of the community.
3. SLUM/Blight Spot Basis: The project, if located outside an LMI Area and a designated slum/blight area, must eliminate slum/blight on a spot basis AND be limited to only those conditions that are detrimental to public health and safety.

Environmental Review Requirements

All properties being considered for Façade Grant Program must have an environmental review conducted by City staff to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself is safe for development. Every project must be in compliance with the National Environmental Protection Act (NEPA).

Application Process

1. Potential applicants are required to meet with Community & Economic Development staff to discuss the project, review preliminary designs, and discuss Federal requirements (Environmental Review or Davis Bacon) that may affect the project timeline.
2. Applicants must provide project plans and obtain a cost estimate from a contractor. Applicants should include any consultation with architects to discuss design and implementation.

3. Submit a completed Façade Grant application. Applications are accepted year-round and may be emailed directly to staff or mailed to the following address:

   Façade Grant Program
   Department of Community & Economic Development
   City of Green Bay
   100 N. Jefferson St. – Room 608
   Green Bay, WI 54301

4. Complete applications will be reviewed and scored by the Design Review Board. The Design Review Board is made up of a team of City staff specializing in economic development, historic preservation, urban design, and urban planning. If the proposed project is located within an established Business Improvement District (BID), the BID Director (or assigned representative) will also be invited to serve on the Design Review Board. The Design Review Board will make a recommendation on approval to the Green Bay Redevelopment Authority (RDA).
5. The RDA considers the application at their monthly meeting and will vote to approve or deny.
6. If approved, City staff will prepare a grant agreement, and once executed, the project may proceed.

Project Timeline Requirements

Projects may not begin until after a grant agreement is executed between the RDA and the project participant. No work/ improvements conducted prior to the execution of the agreement (including materials ordered, preparation work, etc.) will be eligible for reimbursement or can be counted as project match.

Projects must begin within 3 months of the grant award and be completed within 9 months after the project start date. Longer timelines may be considered depending on the size and scope of the proposed project. Requests to extend an approved timeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Davis-Bacon Prevailing Wage Requirements

Federal Labor Standards are statutory provisions dealing with construction projects, including façade improvements that receive federal funds such as CDBG funds. Contracts in excess of $2,000 which employ craftsmen, mechanics and/or laborers for construction-related activities shall contain provisions with respect to minimum wages and fringe benefits set by the federal Department of Labor, also known as Davis-Bacon wages. In general, if CDBG funds are used to purchase materials and/or for contracts less than $2,000, the federal labor standards may not apply.

Program participants are asked for a detailed scope of work and budget broken down by labor and material costs so that City staff can determine whether or not federal labor standards might be required. In certain circumstances, the size of the company owned by the contractor will determine the application of the wage determination standards and it would be appropriate for the contractor to provide a statement regarding the size of their company. Contractors that are sole proprietors are not required to meet Davis-Bacon wage standards.

If the project participant is undertaking other construction projects on the property (separate from the grant-funded work), and both projects are occurring simultaneously, Davis-Bacon standards may apply to the separate projects as well.

Bidding Requirements

As these façade improvement grants are public funds, participants will be expected to get at least three bids for their project. Project participants are encouraged to use Green Bay-based businesses. This allows for some assurance that the project pricing is competitive and that there is an opportunity to support local businesses.

Funding Procedures

Grants may fund up to 75% of approved project costs. Maximum funding levels are determined on a case-by-case basis and will be established upon announcement of the grant award. Projects must be approved prior to beginning construction to participate in the program. Once the grant agreement is executed, work may proceed.

Funds will be provided in the form of reimbursement. Reimbursements will only be issued after the submission and approval of proper documentation. Proof of contractor payment and compliance with applicable Davis-Bacon prevailing wage requirements is required before funds will be awarded. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable policies, procedures, or laws.

City of Green Bay

Demolition Grant Program
Policies and Procedures

Program Purpose & Overview

The purpose of the Demolition Grant Program is to enhance and revitalize the aesthetics of Green Bay's commercial districts by providing a financial incentive for businesses to invest in their property. The City of Green Bay's Demolition Grant provides financial assistance for razing dilapidated or substandard commercial buildings on eligible sites planned for redevelopment. The program was established to enhance the physical appearance of Green Bay's business districts. Program participants are eligible to be reimbursed up to 75% of their eligible building demolition costs. The level of grant funding will be determined on a case-by-case basis.

The Program is funded by Community Development Block Grant (CDBG) provided by the Federal Department of Housing and Urban Development (HUD). The Program is managed and administered by the City of Green Bay's Department of Community & Economic Development.

Participant & Property Eligibility

Any commercial building owner or developer may apply for a Demolition Grant. Participants/property owners cannot be delinquent on any current City charges, taxes, or assessments or have defaulted on any previous city assistance.

Eligible properties include commercial buildings located within the City of Green Bay that are within either a Low/Moderate Income Area (LMI Area) or a designated slum/blight area. Properties may be located outside these areas if the project is limited to addressing serious conditions that are detrimental to public health and safety. Potential applicants should consult with City staff before applying to confirm eligibility.

Redevelopment Requirements

Demolition grant funds will only be made available for projects resulting in new construction on the demolition site. The owner or developer must submit a professionally prepared plan for the redevelopment of the cleared site. The grant recipient must obtain design approval of the new structure from the Design Review Board prior to the release of funds. The new building or structure must consist of at least 50% commercial uses. Other projects will be considered based upon projected assessed value and impact on the surrounding area. The grant recipient must secure appropriate building and related permits that are associated with razing and construction of a new building or structure. The site must be cleared within three months of the award date, and the replacement structure must be completed within one year of receiving grant funds unless an alternate timeline is arranged.

CDBG National Objective Requirements

The City of Green Bay's Demolition Grant Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. All projects participating in the Demolition Grant Program must meet a federally-established National Objectives and be an eligible activity. City staff will verify if the project meets one of the following National Objectives:

1. LMI Benefit: The project must benefit a Low/Moderate Income (LMI) Area as defined by HUD.
2. Slum/Blight Area: The project must eliminate slum/blight within a designated blighted area of the community.
3. Slum/Blight Spot Basis: If the project is located outside an LMI Area and a designated slum/blight area, the project must eliminate slum/blight on a spot basis and be limited to only those conditions that are detrimental to public health and safety.

Environmental Review Requirements

All properties being considered for Demolition Grant Program must have an environmental review conducted by City staff to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself is safe for redevelopment. Every project must be in compliance with the National Environmental Protection Act (NEPA).

Application Process

1. Potential applicants are required to meet with Community & Economic Development staff to discuss the project, review preliminary designs for redevelopment, and discuss Federal requirements (Environmental Review or Davis Bacon) that may affect the project timeline.
2. Applicants must provide project plans and obtain a cost estimate from a contractor. Applicants should include any consultation with consultants to discuss design and implementation for redevelopment.
3. Submit a completed Demolition Grant application. Applications are accepted year-round and may be emailed directly to staff or mailed to the following address:

   Demolition Grant Program
   Department of Community & Economic Development
   City of Green Bay
   100 N. Jefferson St. – Room 608
   Green Bay, WI 54301

4. Complete applications will be reviewed and scored by the Design Review Board. The Design Review Board is made up of a team of City staff specializing in economic development, historic preservation, urban design, and urban planning. If the proposed project is located within an established Business Improvement District (BID), the BID Director (or assigned representative) will also be invited to serve on the Design Review Board. The Design Review Board will make a recommendation on approval to the Green Bay Redevelopment Authority (RDA).
5. The RDA considers the application at their monthly meeting and will vote to approve or deny.
6. If approved, City staff will prepare a grant agreement, and once executed the project may proceed.

Project Timeline Requirements

Projects may not begin until after a grant agreement is executed between the RDA and the project participant. No demolition work conducted prior to the execution of the agreement will be eligible for reimbursement or can be counted as project match.

Projects must begin within 3 months of the grant award and the replacement building or structure must be complete within one year of the grant award. Longer timelines may be considered depending on the size and scope of the proposed project. Requests to extend an approved timeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Davis-Bacon Prevailing Wage Requirements

Federal Labor Standards are statutory provisions dealing with construction-related projects that receive federal funds such as CDBG funds. Contracts in excess of $2,000 which employ craftsmen, mechanics and/or laborers for construction-related activities shall contain provisions with respect to minimum wages and fringe benefits set by the federal Department of Labor, also known as Davis-Bacon wages.

In general, the federal labor standards do not typically apply for demolition projects. If the project participant is undertaking other construction projects on the property (separate from the grant-funded work), and both projects are occurring simultaneously, Davis-Bacon standards may apply to the separate projects. Potential applicants should consult with City staff to verify whether the project requires compliance with Davis-Bacon wage requirements.

Bidding Requirements

As these Demolition Grants are public funds, participants will be expected to get at least three bids for their project. Project participants are encouraged to use Green Bay-based businesses. This allows for some assurance that the project pricing is competitive and that there is an opportunity to support local businesses.

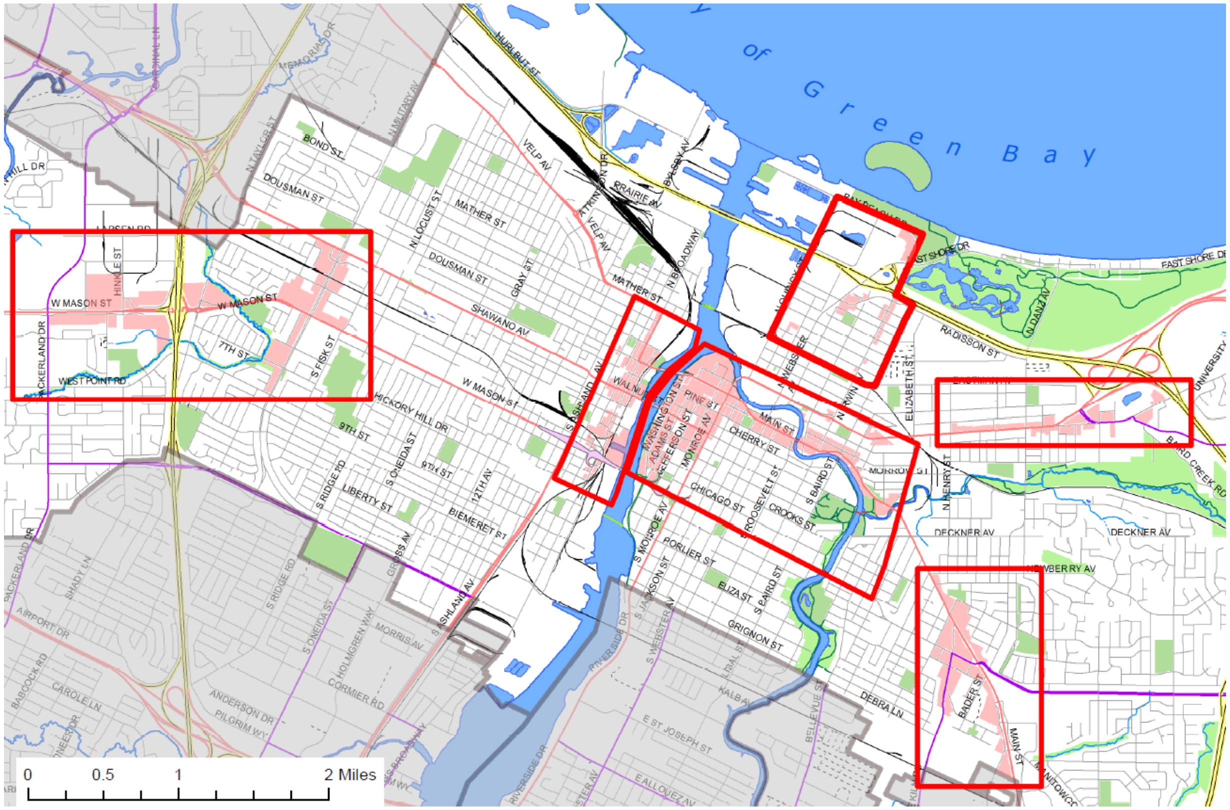
Funding Procedures

Grants may fund up to 75% of approved project costs. Maximum funding levels are determined on a case-by-case basis and will be established upon announcement of the grant award. Projects must be approved prior to beginning of demolition to participate in the program. Once the grant agreement is executed, work may proceed.

Funds will be provided in the form of reimbursement. Reimbursements will only be issued after the submission and approval of proper documentation. Proof of contractor payment and compliance with applicable Davis-Bacon prevailing wage requirements is required before funds will be awarded. Grant reimbursement may be reduced or rescinded if the participant is unable to verify compliance with all applicable policies, procedures, or laws.

Demolition Grant Program

Target Impact Areas



*A close-up version of this map can be accessed at http://greenbaywi.gov/EconomicDevelopment/programs-incentives/commercial-facade-improvement-grant/

City of Green Bay
Economic Development Dept.
100 N. Jefferson St. Rm: 200
Green Bay, WI 54301-5026
920.448.3397
GreenBayWI.gov/Economic Development

Demolition Grant Program

Program Mission

To enhance and revitalize the aesthetics of Green Bay's Targeted Impact Areas by providing a financial incentive for businesses to invest in their property.

What is the Demolition Grant Program?

Property owners will be reimbursed up to $10,000 for the removal of dilapidated or substandard structures located on commercial properties in the Target Impact Areas (see map). Funds will only be made available for projects resulting in new construction on the demolition site. Awards will be determined on a project-by-project basis. A 25% match is required.

Who is eligible for the program?

Any building owner or developer may apply for a Demolition Grant. The building or structure being razed must be located within the Demolition Grant Eligible Areas (see map). The owner or developer cannot be delinquent on any current City charges, taxes, or assessments or have defaulted on any previous City assistance.

What are the requirements of the program?

- The owner or developer must submit a professionally prepared plan for the redevelopment of the cleared site
- The grant recipient must obtain design approval of the new structure from the Design Review Board prior to the release of funds
- The new building or structure must consist of at least 50% commercial uses. Other projects will be considered based upon projected assessed value and impact on the surrounding area.
- The grant recipient must secure appropriate building and related permits that are associated with razing and construction of a new building or structure
- The grant recipient must raze the current building or structure within three months from the date of receiving grant funds. The new building or structure must be completed within one year of receiving grant funds unless an alternate timeline is arranged.

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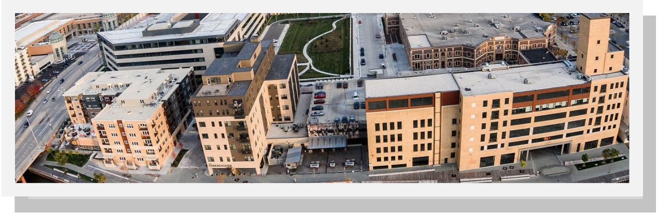
What is the application process?

1. Meet with Economic Development Staff to discuss your project, review your preliminary designs and discuss Federal requirements, such as Environmental Review or Davis Bacon, that may affect the project timeline
2. Finalize project plans and obtain a cost estimate from a contractor. Include any consultation with architects to discuss design and implementation
3. Submit a completed Demolition Grant application to the Economic Development Department: matthewbu@greenbaywi.gov or 100 N. Jefferson St. Green Bay, WI 54301
4. Economic Development Staff will review applications twice yearly and will select projects to refer to the Design Review Board
5. The Design Review Board will approve the project and monitor ongoing progress. They will make a referral to the RDA.
6. The RDA approves the application

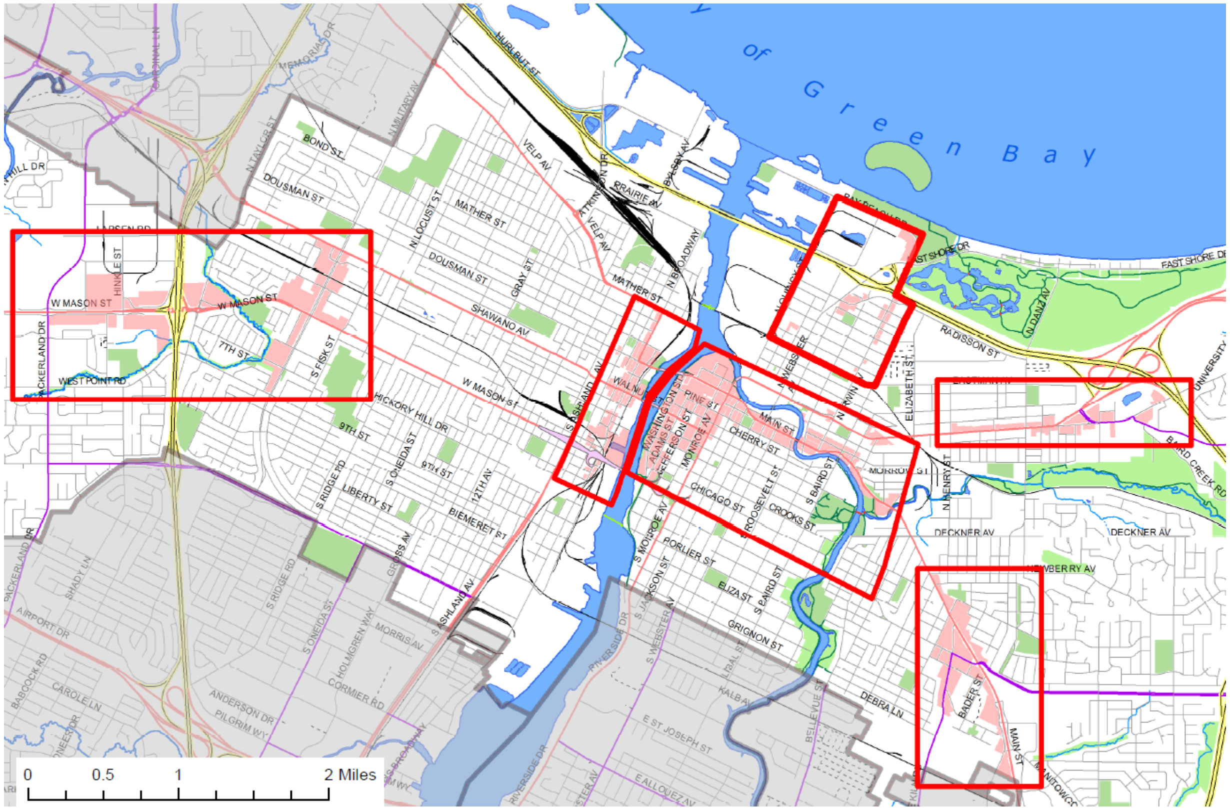
Who should I contact for more information?

Matt Buchanan
The City of Green Bay
Economic Development Department
100 North Jefferson Street- Room 200
Green Bay, WI 54301
(920) 448-3396



Commercial Facade Grant Program

Target Impact Areas



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Commercial Facade Grant Program

Program Mission

To enhance and revitalize the aesthetics of Green Bay's Targeted Impact Areas by providing a financial incentive for businesses to invest in their property.

CITY OF GREEN BAY 1854 Titletown, USA

What is the Commercial Façade Improvement Program?

The program provides competitive funding to renovate or restore the exterior façade of commercial properties located in the Target Impact Areas (See Map). The maximum grant available is $5,000 and the minimum is $1,000. Larger projects that exceed $5,000 may be considered on a case-by-case basis. Reimbursement shall be limited to no more than 75% of the total cost of eligible improvements. Proof of down payment and no less than 25% of eligible project costs must be secured by applicant prior to approval. Funds will be distributed as a reimbursement after expenses have incurred.

Who is eligible for the program?

- Any commercial building owner or tenant (business owner) with lease authority and approval of the owner may apply for Façade Grant funds
- The commercial building must be located within a Target Impact Area (see map).
- Project must satisfy a National Objective for Community Development Block Grant Funding as defined by HUD (either job creation or blight elimination).
- Owner cannot be delinquent on any current City charges, taxes, or assessments or have defaulted on any previous city assistance.

What types of improvements are eligible?

- Repair or restoration of masonry, brick, wood, and glass
- Repair, preservation, or restoration of historically significant architectural details
- Storefront redesign and reconstruction
- Façade repainting or cleaning
- Replacement or Repair of cornices, eaves, etc
- Entrance modifications
- Installation or Repair of signage
- Installation or Repair of exterior lighting
- Murals and permanent art fixtures

What improvements are not eligible?

- Interior renovations
- New construction
- Temporary, portable, or non-permanent improvements
- Property Acquisition
- Building Expansion
- Roofing Repairs
- Street Furniture, Sidewalks, and other public amenities

Are there design guidelines I must follow?

All projects must be reviewed and receive approval by the Design Review Board prior to allocation of any funds. If the project is within a Business Improvement District (BID), the associated BID director will serve on the Design Review Board alongside City staff.

What other requirements are there?

- Project must result in visible improvement of overall façade
- Competitive bidding process by licensed contractors
- Grantee must agree to maintain the façade for ten years unless the property is sold
- Projects must begin within 3 months of the grant award
- Projects must be completed 9 months after the start date

CITY OF GREEN BAY 1854 Titletown, USA

What is the application process?

1. Meet with Economic Development Staff to discuss your project, review your preliminary designs and discuss Federal requirements (Environmental Review or Davis Bacon) that may affect the project timeline
2. Finalize project plans and obtain a cost estimate from a contractor. Include any consultation with architects to discuss design and implementation
3. Submit a completed Façade Grant application to the Economic Development Department: wendyto@greenbaywi.gov or 100 N. Jefferson St. Green Bay, WI 54301
4. Economic Development Staff will review applications twice yearly and will select projects to refer to the Design Review Board
5. The Design Review Board will approve the project and monitor ongoing progress. They will make a referral to the RDA.
6. The RDA approves the application

Who should I contact for more information?

Wendy Townsend

City of Green Bay
Economic Development Department
100 North Jefferson Street- Room 200
Green Bay, WI 54301
(920) 448-3086

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 12, 2018	Krista Cisneroz, Staff

AGENDA ITEM # E.1.

Financial report and check register.

BACKGROUND

Informational.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Check Listing

City of Green Bay RDA

Check Register

May-18

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
20805	05/11/2018	CITY OF GREEN BAY	26,040.18
20806	05/11/2018	WISCONSIN PUBLIC SERVICE CORPORATION	183.78
20807	05/11/2018	SHEFCHIK INC.	12,744.00
20808	05/11/2018	THE REMODEL SHOP	7,470.00
20809	05/11/2018	FAMILY & CHILDCARE RESOURCES OF NEW	5,353.62
20810	05/11/2018	COMPLETE OFFICE OF WISCONSIN INC	1,365.00
20811	05/11/2018	SHACHA BATES	4,000.00
20812	05/11/2018	GREEN BAY AREA BUILDERS	3,209.85
			60,366.43