AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

FRIDAY, JUNE 15, 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 15, 2018, special meeting of the Redevelopment Authority.

C. Regular Business.

1. Consideration with possible action on Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A).

   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 the disposition of 901 Irvington Street (Tax Parcel 6-469) to adjacent property owner.

3. 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).

4. 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.

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

D. Informational

1. Financial report and check register.

2. Director's Report and Project Updates.

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

E. 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.

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 15, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # C.1.

Consideration with possible action on Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A).

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 Packaging, Inc. intends to invest over five hundred million dollars ($500,000,000.00) in a substantial manufacturing expansion project, of which the primary focus is construction of a new, state-of-the art liner board and medium paper mill. The project also includes demolition of the existing mill; soil remediation and disposal; engineering, grading, erosion control, and landscaping; construction and relocation of sanitary sewer, storm sewer, and potable water and wastewater mains and laterals; construction and relocation of storm water management facilities; construction and relocation of telephone, high-speed cable, and related technology infrastructure; construction and relocation of natural gas, electrical power, and other public utilities.

This facility will be the first paper mill built in the country in over thirty (30) years. Innovative technologies will double the volume of paper output, while a cutting-edge reclaimed water system means that the facility will not need to draw water from, nor discharge water to, the Fox River. The project also reduced greenhouse gas emissions by replacing coal-fired burners with more efficient natural gas boilers.

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

- will sustain and create nearly nine hundred (900) employment opportunities with sustainable wages across Developer's properties;
- remediate environmental contamination from the parcel;
- enhance the physical landscape;
- eliminate blighted structures;
- build new structures using the latest codes; and
- strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure.

As of January 1, 2018, the Property has an aggregate assessed value of eighteen million, one hundred and seven thousand dollars ($18,107,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

- $412,658.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $412,658.00 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
- $163,325.00 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 sixty-four million, five hundred and eleven thousand, one hundred dollars ($64,511,100.00), which is anticipated to yield approximately:

- $1,470,207.00 in total real estate taxes annually (assessed mill rate of $22.79);
- $1,470,207.00 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
- $581,890.00 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 blight Tax Increment District Number Twenty-Two ("TID 22" or the "TID"), effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement with Green Bay Packaging, Inc. for a Project at 1500 N Quincy St, 1600 Leo Frigo Way, 900 Radisson St, 733 Weise St, 1802 Webster Ct, 1700 Webster Ct, 1800 Webster Ct, 831 Radisson St, 1910 N Quincy St, N Quincy St (Tax Parcels 20-308, 20-452-1, 20-464, 20-494, 20-619, 20-650, 20-665, 20-678, 20-682, and 20-684-A), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

Property Transfer. The City and/or RDA shall convey 2820 N. Quincy St. (Tax Parcel 20-689) to Developer, free and clear via warranty deed, for the sum of one dollar ($1.00). The City estimates the value of such Property (including improvements) to be approximately one million, five hundred thousand dollars ($1,500,000.00). The City estimates the cost of securing land to reconstruct the improvements to be approximately four million dollars ($4,000,000.00).

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 ninety percent (90%) of the Available Tax Increment for the Property, which shall be capped at the total amount of Qualified Expenses incurred and paid by Developer.

Street Vacation. Prior to December 31, 2019, the City shall take action to discontinue, vacate, or otherwise make available to Developer those portions of Quincy Street and Radisson Street.

No general levy dollars will be used for this project.

ATTACHMENTS

I. 8 - GBP - 20-650 - 180611 - Development Agreement - RDA

DEVELOPMENT AGREEMENT 18-03

GREEN BAY PACKAGING

This Development Agreement 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 Green Bay Packaging Inc., a Wisconsin corporation ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
20-308	1500 N Quincy St	2.81	$668,500.00
20-452-1	1600 Leo Frigo Way	1.18	$329,400.00
20-464	900 Radisson St	2.70	$318,500.00
20-494	733 Weise St	1.81	$401,600.00
20-619	1802 Webster Ct	0.45	$52,600.00
20-650	1700 Webster Ct	3.23	$1,861,800.00
20-665	1800 Webster Ct	4.32	$461,900.00
20-678	831 Radisson St	11.64	$5,416,800.00
20-682	1910 N Quincy St	12.88	$3,259,600.00
20-684-A	N Quincy St	36.49	$5,336,300.00

B. The parcels listed above, along with a segment of N. Quincy Street to be vacated and a segment of Radisson Street to be vacated, shall be referred to as the "Property." The Property comprises approximately seventy seven and fifty one hundredths (77.51) 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 new, state-of-the art liner board and medium paper mill, which also includes demolition of the existing mill; soil remediation and disposal; engineering, grading, erosion control, and landscaping; construction and relocation of sanitary sewer, storm sewer, and potable water and wastewater mains and laterals; construction and relocation of storm water management facilities; construction and relocation of telephone, high-speed cable, and related technology infrastructure; construction and relocation of natural gas, electrical power, and other public utilities. 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 eighteen million, one hundred and seven thousand dollars ($18,107,000.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:

1. $412,658.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $412,658.00 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. $163,325.00 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 sixty-four million, five hundred and eleven thousand, one hundred dollars ($64,511,100.00), which is anticipated to yield approximately:

1. $1,470,207.00 in total real estate taxes annually (assessed mill rate of $22.79);

2. $1,470,207.00 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. $581,890.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.02).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District Number Twenty-Two ("TID 22" or the "TID"), effective January 1, 2018, which includes the 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; and the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

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

I. In order to induce Developer to undertake the Project, such that the Project will sustain and create nearly nine hundred (900) employment opportunities with sustainable wages across Developer's properties, eliminate blighted structures, build new structures using the latest codes, strengthen and/or expand public water, sewer, stormwater, and other utility infrastructure, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

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

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be eighteen million, two hundred and ninety-nine thousand dollars ($18,107,000.00), subject to final confirmation by the Wisconsin Department of Revenue.

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

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

G. "Developer" means Green Bay Packaging Inc., or any assignee of the same.

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

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

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

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

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

M. "Public 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 divestitures, and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

O. "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.

P. "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.

Q. "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.

R. "TID" means Tax Increment District Number Twenty-Two ("TID 22" or the "TID"), of the City of Green Bay, for which The Developer requests that the RDA and City ask the Joint Review Board (JRB) create a new blight Tax Increment District, effective January 1, 2018, which includes the Property.

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

T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. PUBLIC 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, but for the City and RDA providing TIF, the Project would not happen.

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

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

    a) 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) Subject to the Available Tax Increment.

    c) PAYGo Reimbursement payments will be payable to Developer in the year following the year with respect to which the applicable Available Tax Increment is calculated, 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.

2. Qualified Expenditures. The TIF Incentive shall be used to reimburse Developer for expenditures in the following categories:

    a) Public Improvements, as defined in Section II. N., and any infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements.

b) Private improvements, including as required by local, State, and Federal law:

(I) Environmental remediation and asbestos abatement; and

(II) Storm and wastewater management facilities and related improvements; and

(III) Floodplain fill and related flood mitigation improvements; and

(IV) Safety, health, and wellness improvements; and

(V) Sustainability, energy efficiency, and similar improvements; and

(VI) Foundation and structural work, and geotechnical improvements.

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

3. Property Transfer. Prior to June 30, 2018, the City shall execute a Purchase and Sale Agreement with Developer for 2820 N. Quincy St. (Parcel 20-689) for the sum of one dollar ($1.00).

4. Street Vacation. Prior to December 31, 2019, the City shall take action to discontinue, vacate, or otherwise make available to Developer those portions of Quincy Street and Radisson Street as shown on the Preliminary Concept Plan (EXHIBIT B).

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

1. Monetary Limitation. The PAYGo Reimbursement part of the TIF Incentive in any year shall not exceed ninety percent (90%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenditures 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, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.

5. Accumulation, Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that to the extent the Qualified Expenditures from time to time exceed the amount of the Available Tax Increment from which such Qualified Expenditures may then be reimbursed (such excess, the "Unreimbursed Qualified Expenditures"), such Unreimbursed Qualified Expenditures will accumulate and Developer will remain entitled to receive reimbursement in respect of such Unreimbursed Qualified Expenditures in all respects from the Available Tax Increment in later periods.

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 Tax Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to September 30, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement.

B. Construction Documents. Prior to September 30, 2018, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, and materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to September 30, 2018, Developer shall submit a preliminary Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than three hundred million ($300,000,000.00) in investments for the entire Project; and
2. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.

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

Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

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

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

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

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

F. Acquisition of Property. By no later than September 30, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project, provided however, that Developer shall not be responsible for any delays caused by the City in acquiring those parcels and rights of way presently owned by the City. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

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

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

I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth herein.

J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than September 30, 2018, subject to Force Majeure (which will include failure on the part of the issuing authority to timely issue permits). Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

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

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

M. 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.

N. Transfer or Sale of Project Property.

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

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

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

P. Environmental.

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

2. Developer's Environmental Indemnification. Except for any conditions caused by the City for any property sold or conveyed by the City with respect to the Project, Developer shall

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

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

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

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

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

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

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

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

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

a) Bodily Injury by Accident - $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 Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

   a) General Aggregate Limit - $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 Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

   a) Bodily Injury - $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 Developer 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 Sections IV. S. 1. to IV S. 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, Developer shall (or cause its construction contractor to) obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

R. General Indemnity.

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

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

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

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

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at their expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The Joint Review Board (JRB) shall create a new TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project, subject to a Project plan consistent with this Agreement. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

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

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

E. Good Standing. Developer is a corporation 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.

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

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

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

I. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

J. 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.

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

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required to the City or RDA and such failure continues for a period of ten (10) days after its due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement following notice of such default and failure from the City or RDA and a failure by the Developer to commence attempts to cure such default within thirty (30) days of such notice; provided, that if Developer 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;

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

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

   a) Fraud; or

   b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

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

6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

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

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

C. City or RDA Default. Developer shall have all rights and remedies available under law or equity, as well as the remedies set forth in VIII.B.1-7 above (as stated and applied as rights of Developer), with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.

E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

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

1. All Qualified Expenditures have been repaid in full by Tax Increment;

2. The City closes and terminates the TID pursuant and subject to the terms of this Agreement;

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

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

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

B. TIF Payments Termination. TIF payments shall continue for a period of no longer than twenty-seven (27) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2045, subject to the terms of this Agreement.

C. Survival of Certain Provisions. Sections III. C, III.D, IV.E, IV.H, IV.N.2, IV.O, IV.P.2, IV.R, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.F, VII.J, VII.K, VIII.B, VIII.C, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, X.Q, and X.R., and those that are intended by their terms to survive shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of 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, RDA, or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

E. Relationship of Parties. The City 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.

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

G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

H. Time. Subject to Force Majeure, TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

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

To the City:	City of Green Bay Attention: City Clerk 100 North Jefferson Street Green Bay, WI 54301
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301
To the Developer:	Green Bay Packaging, Inc. Attention: Bryan Hollenbach 1700 N. Webster Court Green Bay, WI 54302

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

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

K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

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

M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

N. Recording of Agreement. The City may record a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. 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).

P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

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

[Signature pages follow]

Signature page 1 of 4

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

DEVELOPER:
GREEN BAY PACKAGING INC.

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 Green Bay Packaging, Inc., a Wisconsin 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 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, BROWN COUNTY, and GREEN BAY PACKAGING, INC.

THE CITY OF GREEN BAY

By: ______________________________________
James Schmitt, Mayor

Attest: ______________________________________
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 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, BROWN COUNTY, and GREEN BAY PACKAGING, INC.

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

20-308 1500 N Quincy St
20-452-1 1600 Leo Frigo Way
20-464 900 Radisson St
20-494 733 Weise St
20-619 1802 Webster Ct
20-650 1700 Webster Ct
20-665 1800 Webster Ct
20-678 931 Radisson St
20-682 1910 N Quincy St
20-684-A N Quincy St

EXHIBIT B
Preliminary Concept Plan

GREEN BAY PACKAGING

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 15, 2018	Ken Rovinski, Staff

AGENDA ITEM # C.2.

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.

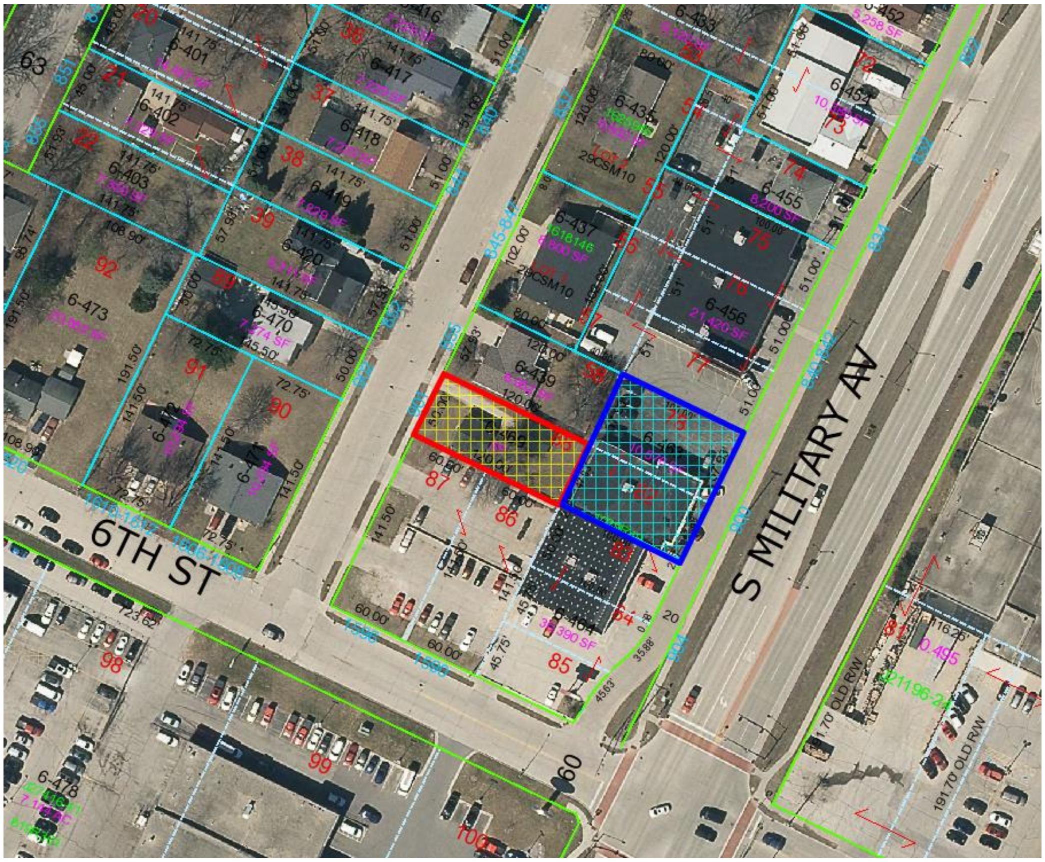
FISCAL IMPACT

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 15, 2018	Kevin J. Vonck, CED Director

AGENDA ITEM # C.3.

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
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
June 15, 2018	Lisa Bergelin, Staff

AGENDA ITEM # C.4.

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 15, 2018	Matt Buchanan, Staff

AGENDA ITEM # C.5.

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.

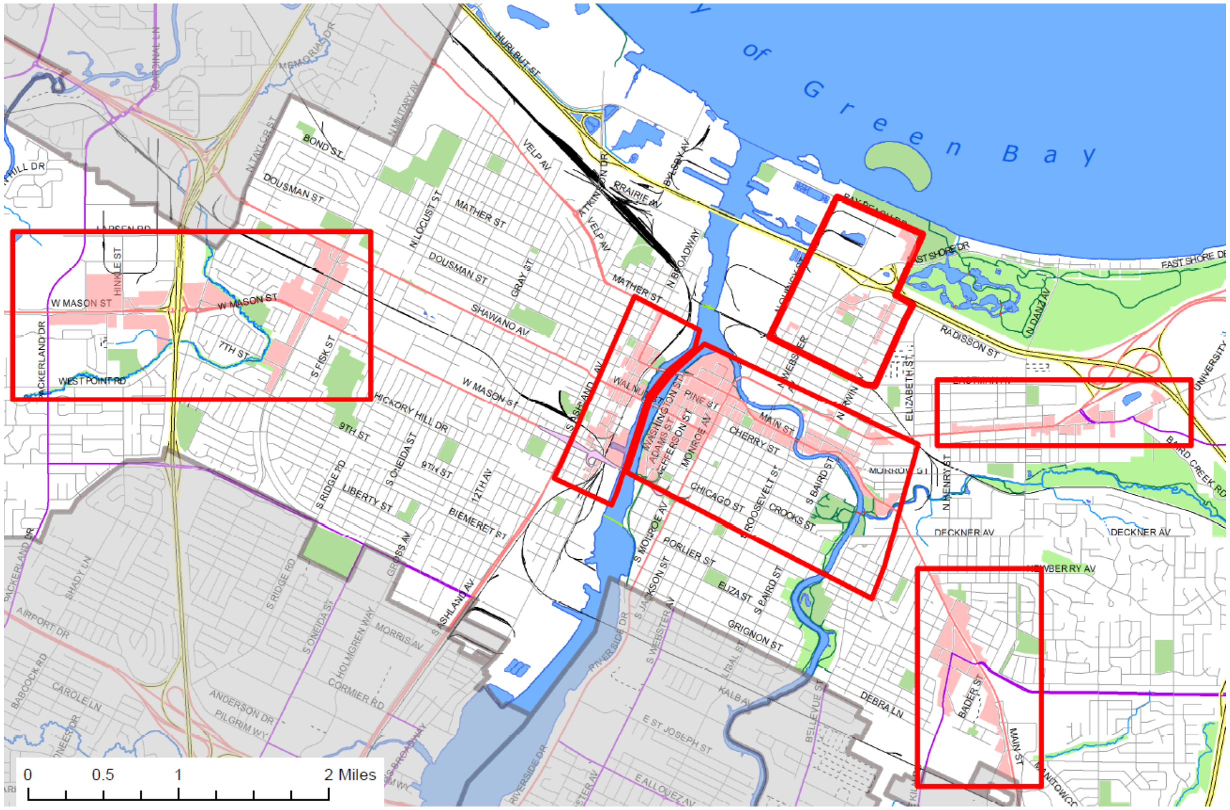
Funding Procedures

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.

CITY OF GREEN BAY 1854 Titletown, USA

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?

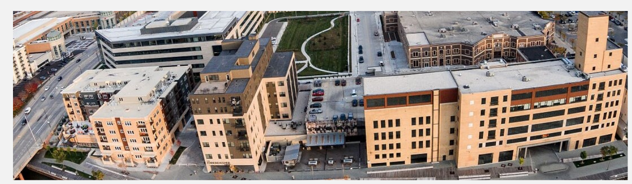
- The owner or developer must submit a professionally prepared plan for the redevelopment of the cleared site
- The grant recipient must obtain design approval of the new structure from the Design Review Board prior to the release of funds
- The new building or structure must consist of at least 50% 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.

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

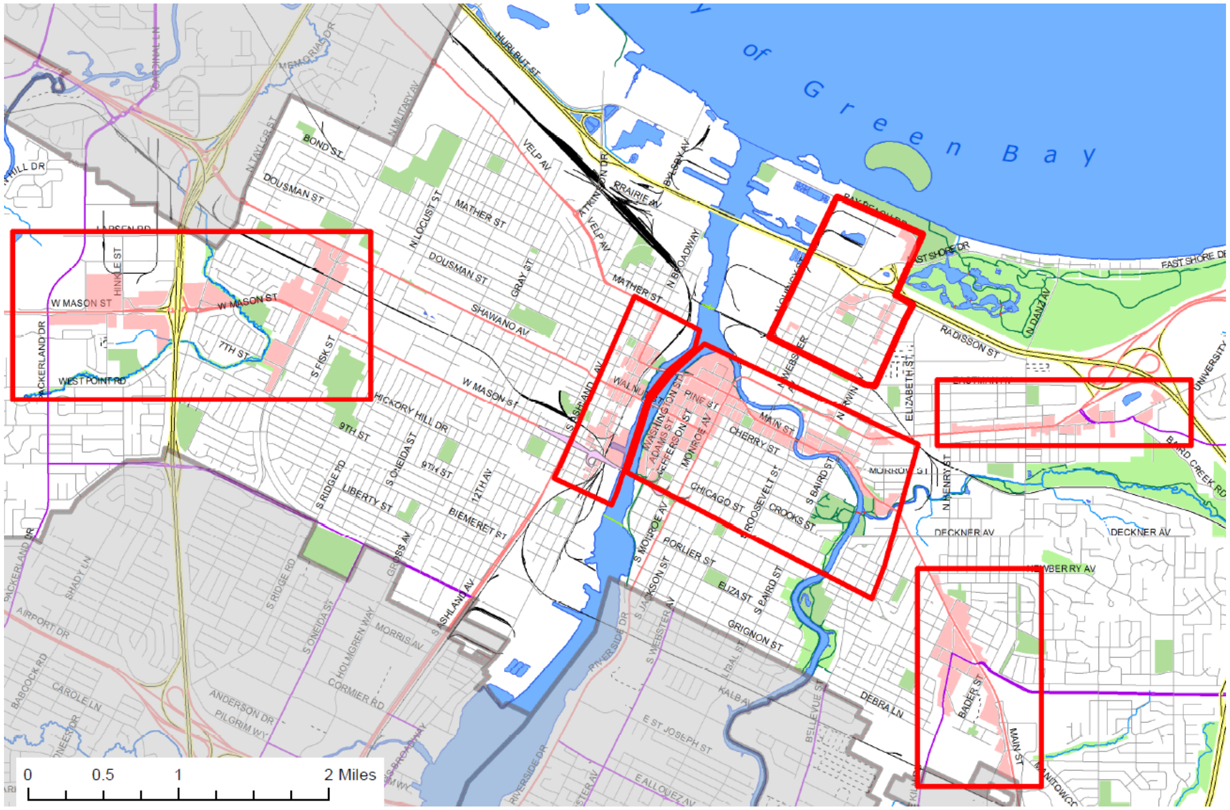
Who should I contact for more information?

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



*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

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.

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 15, 2018	Krista Cisneroz, Staff

AGENDA ITEM # D.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