AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, AUGUST 11, 2020, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information

1. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the August 11, 2020, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the July 14, 2020, meeting of the Redevelopment Authority.

E. Regular Business.

1. Appointment of Cheryl Renier-Wigg as Interim Secretary/Executive Director.
2. Consideration with possible action on Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot).

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

3. Consideration with possible action on Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98).

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

4. Consideration with possible action on a planning option with MVAH Partners, LLC for the properties located on the 1100 Block of East Walnut Street (Tax Parcels 14-195 through 14-202).

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

5. Consideration with possible action on the acquisition of 525 11th Avenue (Tax Parcel 2-432) using Neighborhood Enhancement Funds.

6. Consideration with possible action on the reallocation of one hundred seventy thousand dollars ($170,000.00) from the 2019 Community Development Block Grant (CDBG) Small Business Pandemic Relief Funding to the CDBG Economic Development Revolving Loan fund.

7. Consideration with possible action on Purchase and Sale Agreement to acquire Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34 from Wisconsin Public Service Corporation (Pulliam Plant).

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.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next meeting: September 8, 2020 at 1:30 PM.

G. Adjournment.

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

4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions

Redevelopment Authority 08-11-20

Zoom Meeting Information

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

Meeting ID: 831 8804 4732
Password: 084117
One tap mobile
+13017158592,,83188044732# US (Germantown)
+13126266799,,83188044732# US (Chicago)

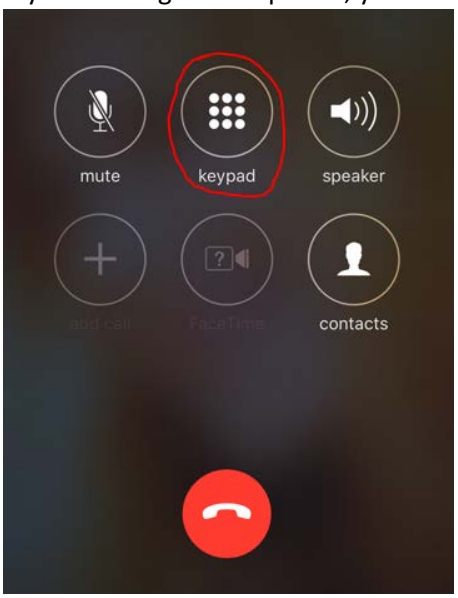
Dial by your location
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
Meeting ID: 831 8804 4732
Password: 084117
Find your local number: https://us02web.zoom.us/u/ktw1Wmza0

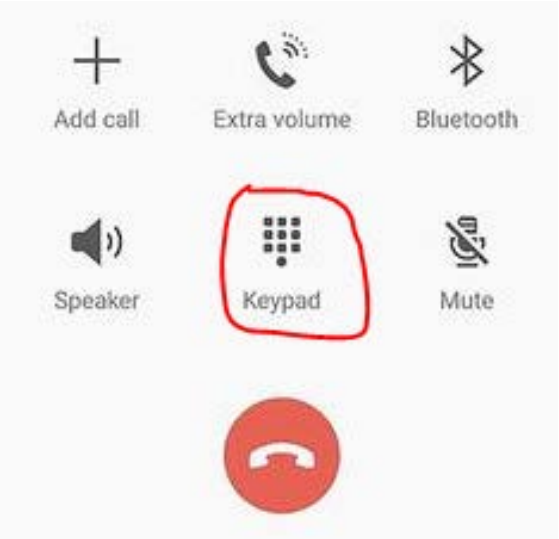
Additional Information

1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must give their name and address
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
    a. If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
    a. You may unmute yourself when you are called upon to speak.
5. Waiting room
    a. When you call in, all callers/participants will be placed in a "waiting room."
    b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
    a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
    b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
    a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
    b. If you're using a phone, your registration will still be tied to an email.
8. Raising your hand
    a. Committee members—you can either use CivicClerk and request to speak or you can "raise your hand" in the zoom meeting (you'd need to use a computer or tablet) to let the host know you'd like to speak. You can also un-mute yourselves and start speaking.
    b. Persons on the agenda—you can "raise your hand" but you'd need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has "opened the floor for interested parties to speak." Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
    a. Smart phone (please see more detailed instructions on page 3)
    b. Land line
    c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You'll also be asked to verify your email.
    d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
    e. For tablet and computer users--if you download the app you will be asked to verify your email.
10. Zoom etiquette
    a. Muting yourselves when you're not talking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
    b. If you're using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
    a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
    b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

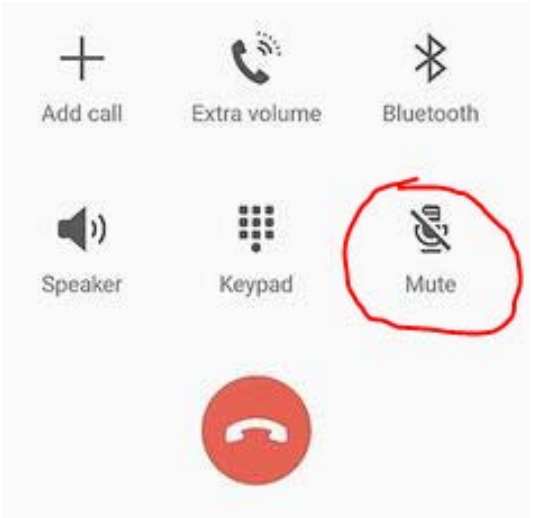
Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen





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



    b. If you're using a computer, you should see a Mute button in the Zoom application

MINUTES OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, JULY 14, 2020, 1:30 PM

Public may join virtual meeting via Zoom or watch at www.youtube.com/cityofgreenbay

A. ZOOM MEETING INFORMATION.

1. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. ROLL CALL.

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

Members Present: Barbara Dorff, Matt Schueller, Gary J. Delveaux, Kathy Hinkfuss, Deby Dehn
Members Excused: James Blumreich, Melanie Parma
Liaisons Present: Jeff Mirkes, Leah Weycker
Others Present: Ald. Brian Johnson, Ald. Lynn Gerlach

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the July 14, 2020, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the agenda. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the June 9, 2020, meeting of the Redevelopment Authority.

Moved by Kathy Hinkfuss, seconded by Ald. Barbara Dorff to approve the minutes. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

E. REGULAR BUSINESS.

1. Consideration with possible action on communication from Ald. Johnson (District 9) "To consider a 2020 fee waiver for the parklet permit fee utilizing CARES Act funding or other available funding sources" (from June 29, 2020 Common Council meeting).

Moved by Kathy Hinkfuss, seconded by Matt Schueller to approve a 2020 fee waiver for the parklet permit fee utilizing CARES Act funding or other available funding sources. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

2. Consideration with possible action on proposed changes to the policies and procedures of the Commercial Facade Improvement Grant Program.

Moved by Ald. Barbara Dorff, seconded by Deby Dehn to approve the proposed changes to the policies and procedures of the Commercial Facade Improvement Grant Program. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

3. Consideration with possible action on request to approve Hold Harmless Agreement with Downtown Green Bay, Inc. for a temporary outdoor dining space at 204, 206, 208, and 210 N. Washington Street (Tax Parcels 12-65, 12-66, 12-67, 12-68).

Moved by Kathy Hinkfuss, seconded by Ald. Barbara Dorff to approve Hold Harmless Agreement with Downtown Green Bay, Inc. for a temporary outdoor dining space at 204, 206, 208, and 210 N. Washington Street (Tax Parcels 12-65, 12-66, 12-67, 12-68) and work with the Parking Utility to ensure no loss of revenue. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

4. Consideration with possible action to purchase two (2) properties from the Brown County Treasurer using Neighborhood Enhancement funds.

Moved by Ald. Barbara Dorff, seconded by Kathy Hinkfuss to approve the purchase of two (2) properties from the Brown County Treasurer for $6,257.15 using Neighborhood Enhancement funds. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Deby Dehn, No- None, Abstain- None

F. INFORMATIONAL.

1. Tax Increment District (TID) Annual Report.

No action was taken.

Deby Dehn left the meeting at 3:00 p.m.

2. Report on 520 Hubbard Street (Tax Parcel 4-96).

No action was taken.

3. Financial report and check register.

No action was taken.

4. Director's report and project updates.

No action was taken.

5. Next meeting: August 11, 2020 at 1:30 PM.

G. ADJOURNMENT.

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

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.2

Consideration with possible action on Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot).

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

BACKGROUND

A Developer, Gorman and Company (and/or its assigns), intends to complete a Project, which includes: 1) A four (4)-story mixed-use structure facing Monroe Avenue, with approximately seventy-six (76) residential apartment units, in a mix of one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store space of approximately twenty thousand (20,000) square feet; and 2) Ten (10) two (2)-story residential townhome units facing Quincy Street, divided into two (2) structures with five (5) units each.

The Project aligns with our departmental vision of creating more accessible, productive, innovative, and resilient places, experiences, and scenes, as it will:

- bring a full-service grocery store into a federally-designated food desert;
- build new structures for individuals of all ages and abilities;
- be located in a place easy to reach on foot, bicycle, or transit;
- generate job opportunities for individuals of all ages, abilities, and incomes;
- build new structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- generate property taxes greater than the cost of providing infrastructure and services;
- remediate environmental contamination and/or enhance the physical (soil, water, air) landscape;
- expand our range of residential and commercial real estate products;
- be designed and built with options for conversion to alternative uses in the future; and
- create and/or enhance unique public spaces, amenities, and art.

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

- Zero dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Zero dollars ($0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and
- Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of

$9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be thirteen million dollars ($13,000,000.00) which is anticipated to yield approximately:

- Three hundred twelve thousand, nine hundred ten dollars ($312,910.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Three hundred twelve thousand, nine hundred ten dollars ($312,910.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and
- One hundred twenty two thousand, nine hundred eighty dollars ($122,980.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is within one-half (1/2) mile of Tax Increment District Number Thirteen ("TID 13" or the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve the Term Sheet 20-02 with Gorman and Company for a development project at 227 N. Quincy St., 221 N. Quincy St., 624 Pine St., 618 Pine St., 616 Pine St., and 505 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191) (Associated Bank Parking Lot), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes:

- Transfer of the Property to the Developer for the sum of one dollar ($1.00); and
- A PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. 8-1-Gorman-11-156-Term-Sheet-200811-RDA

TERM SHEET 20-02

GORMAN @ ASSOCIATED BANK LOT

This Term Sheet is made this _____ day of _____, 2020,

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

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

and GORMAN AND COMPANY, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
11-156	227 N. Quincy St.	0.122	$0.00
11-157	221 N. Quincy St.	0.122	$0.00
11-158	624 Pine St.	0.201	$0.00
11-159	618 Pine St.	0.201	$0.00
11-160	616 Pine St.	0.804	$0.00
11-191	605 Cherry St.	0.402	$0.00

B. The parcels listed above, along with the public alley between Pine St. and Cherry St. that may be closed to the public and/or vacated, shall be referred to as the "Property." The Property comprises approximately one and eight hundred fifty-two thousandths (1.852) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes two components:

1. A four (4)-story mixed-use structure facing Monroe Avenue, with approximately seventy-six (76) residential apartment units, in a mix of one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store space of approximately twenty thousand (20,000) square feet.

2. Ten (10) two (2)-story residential townhome units facing Quincy Street, divided into two (2) structures with five (5) units each.

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

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

1. Zero dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Zero dollars ($0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and

3. Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be thirteen million dollars ($13,000,000.00) which is anticipated to yield approximately:

1. Three hundred twelve thousand, nine hundred ten dollars ($312,910.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Three hundred twelve thousand, nine hundred ten dollars ($312,910.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and

3. One hundred twenty two thousand, nine hundred eighty dollars ($122,980.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

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 Property is within one-half (1/2) mile of Tax Increment District Number Thirteen ("TID 13" or the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

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

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

I. In order to induce Developer to undertake the Project, such that it will bring a full-service grocery store into a federally-designated food desert; build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; remediate environmental contamination and/or enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

II. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA

providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

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

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

    a) The City and/or RDA shall convey the Property, which may include City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar ($1.00), and shall provide an owner's policy of title insurance at the time of conveyance.

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

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

    d) The RDA shall take a Preferred Forgivable Equity Investment in the Project of one million, two hundred thousand dollars ($1,200,000.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by a Development Agreement, shall survive the expiration of such Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to six million dollars ($6,000,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to six million dollars ($6,000,000.00) prior to January 1, 2024, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment.

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

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

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

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

    d) The City shall first use the Available TIF Increment to cover its one hundred five percent (105%) of its annual debt service obligation for the Property Transfer. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make

available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.

e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2022, the TIF Increment would be determined as of January 1, 2023 and the PAYGo reimbursement would first be payable in 2024.

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

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

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

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

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

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

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

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

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

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

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

against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

III. OBLIGATIONS OF DEVELOPER

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

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

B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

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

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

1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements compromising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.

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

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

E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than twelve million dollars ($12,000,000.00) in "hard" construction costs and shall also include at least a five percent (5%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer. The Budget shall also include a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art in accordance with RDA Resolution 19-03 Regarding Percent for Art.

F. Proof of Equity. Developer shall submit proof of equity in the form of the value of the Property, less any mortgages thereon, plus funds on hand and not less than twenty percent (20%) cash equity available for injection into the Project in an amount sufficient to cover all Project costs, which shall not be provided to

any third party sources. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

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

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

I. Existence. Developer shall submit proof that Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.

K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

IV. MISCELLANEOUS TERMS

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

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

C. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

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

E. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

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

CAVEAT

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
GORMAN AND COMPANY

By: _____

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ , a member of GORMAN AND COMPANY, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GORMAN AND COMPANY

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and GORMAN AND COMPANY

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map

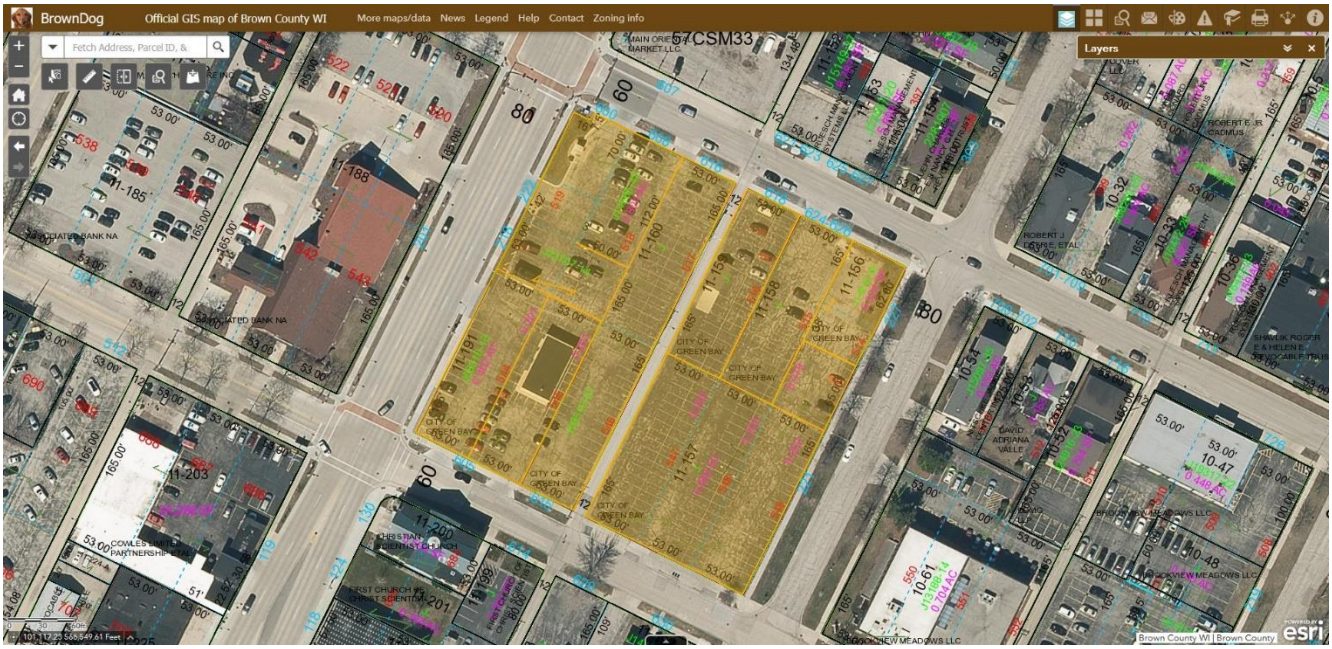


EXHIBIT B
Legal Description

Parcel I:

The North 100 feet of Lot Five Hundred Fourteen (514), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 227 N. Quincy Street, Green Bay, WI54301
Tax Parcel No. 11-156

Parcel II:

The Southerly 65 feet of Lot Five Hundred Fourteen (514) and all of Lots Five Hundred Forty-seven (547), Five Hundred Forty-eight (548) and Five Hundred Forty-nine (549), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 221N. Quincy Street, Green Bay, WI54301
Tax Parcel No. 11-157

Parcel III:

Lot Five Hundred Fifteen (515), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 624-626 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-158

Parcel IV:

Lot Five Hundred Sixteen (516), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 618 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-159

Parcel V:

Lots Five Hundred Seventeen (517), Five Hundred Eighteen (518), Five Hundred Nineteen (519) and Five Hundred Forty-six (546), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, excepting that part conveyed for road in Doc. No. 2657831 and corrected in Doc. No. 2658285.

Property Address: 616 Pine Street, Green Bay, WI54301
Tax Parcel No. 11-160

Parcel VI:

Lots Five Hundred Forty-four (544) and Five Hundred Forty-five (545), according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Property Address: 605 Cherry Street, Green Bay, WI 54301
Tax Parcel No. 11-191

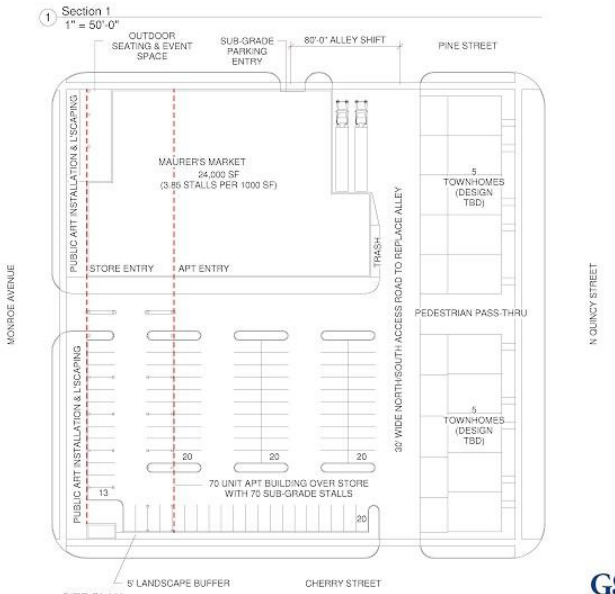
EXHIBIT C
Preliminary Concept Plan

MASSING CONCEPT

200 N. Monroe RFP | 09/12/19 | SHEET 4

SITE & SITE SECTION

1 Section 1
1" = 50'-0"



2 SITE PLAN
1" = 50'-0"

200 N. Monroe RFP | 09/12/19 | SHEET 2

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.3

Consideration with possible action on Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98).

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

BACKGROUND

A Developer, Van Ess Family Limited Partnership, intends to complete a Project, which will convert an existing two (2)-story structure of approximately fourteen thousand, one hundred fifty (14,150) square feet from multi-tenant office uses into residential apartment rental units. The project involves enhancements to the external façade and the construction of two additional garage structures on the Property.

The Project aligns with our departmental vision of creating more accessible, productive, innovative, and resilient places, experiences, and scenes, as it will:

- rehabilitate existing structures for individuals of all ages and abilities;
- be located in a place easy to reach on foot, bicycle, or transit;
- rehabilitate structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- generate property taxes greater than the cost of providing infrastructure and services;
- expand our range of residential real estate products;
- be designed and built with options for conversion to alternative uses in the future; and
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2020, the Property has an aggregate assessed value of four hundred seventy thousand, six hundred dollars ($470,600.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

- Eleven thousand, three hundred twenty seven dollars ($11,327.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Eleven thousand, three hundred twenty seven dollars ($11,327.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and
- Four thousand, four hundred fifty one dollars ($4,451.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, three hundred thousand dollars ($1,300,000.00) which is anticipated to yield

approximately:

- Thirty thousand, two hundred ninety one dollars ($31,291.00) in total real estate taxes annually (assessed mill rate of $24.07);
- Thirty thousand, two hundred ninety one dollars ($31,291.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and
- Twelve thousand, two hundred ninety-eight dollars ($12,298.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is within one-half (1/2) mile of Tax Increment District Number Five ("TID 5" or the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Term Sheet 20-03 with Van Ess Family Limited Partnership for a development project at 425 S. Adams St. and 441 S. Adams St. (Tax Parcels 13-99 and 13-98), subject to minor legal and technical revisions.

FISCAL IMPACT

Staff is proposing a TIF Incentive that includes a PAYGo Reimbursement of no more than eighty percent (80%) of the Available Tax Increment for the Property. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. 8-1-Adams-425-13-99-Term-Sheet-200811-RDA
2. 8-1-Adams-425-13-99-Term-Sheet-C-Concept-Plan

TERM SHEET 20-03

425 S. ADAMS

This Term Sheet is made this _____ day of _____, 2020,

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

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

and VAN ESS FAMILY LIMITED PARTNERSHIP, a Wisconsin domestic limited partnership ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
13-99	425 S. Adams St.	0.531	$456,900.00
13-98	441 S. Adams St.	0.180	$13,700.00

A. The parcels listed above shall be referred to as the "Property." The Property comprises approximately seven hundred eleven thousandths (0.711) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

B. Developer intends to complete a Project, which will convert and existing two (2)-story structure of approximately fourteen thousand, one hundred fifty (14,150) square feet from multi-tenant office uses into residential apartment rental units. The project involves enhancements to the external façade and the construction of two additional garage structures on the Property. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

C. As of January 1, 2020, the Property has an aggregate assessed value of four hundred seventy thousand, six hundred dollars ($470,600.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

1. Eleven thousand, three hundred twenty seven dollars ($11,327.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Eleven thousand, three hundred twenty seven dollars ($11,327.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and

3. Four thousand, four hundred fifty one dollars ($4,451.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

D. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be one million, three hundred thousand dollars ($1,300,000.00) which is anticipated to yield approximately:

1. Thirty thousand, two hundred ninety one dollars ($31,291.00) in total real estate taxes annually (assessed mill rate of $24.07);

2. Thirty thousand, two hundred ninety one dollars ($31,291.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.07); and

3. Twelve thousand, two hundred ninety-eight dollars ($12,298.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.46).

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.

E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is within one-half (1/2) mile of Tax Increment District Number Five ("TID 5" or the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2021, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project.

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

G. 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.

H. In order to induce Developer to undertake the Project, such that it will rehabilitate existing structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; rehabilitate structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; expand our range of residential real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

II. TAX INCREMENT FINANCING

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

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

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

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

    d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer.

    e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.

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

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

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

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

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

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

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

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

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

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

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

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

III. OBLIGATIONS OF DEVELOPER

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

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

B. Preliminary Concept Plan. Developer shall submit a concept plan showing proposed Project improvements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.

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

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

1. Property Acquisition. The date by which Developer will have acquired all real estate, rights-of way, and easements compromising the Property; after which Developer shall promptly cause a certified survey map to be prepared, approved by the City, RDA and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds. Property and rights-of-way shall be owned in the name of the Developer.

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

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

E. Preliminary Development Budget. Developer shall submit a budget that shall include not less than two million dollars ($2,000,000.00) in "hard" construction costs and shall also include at least a five percent (5%) cost overrun/change order line item. The Budget shall clearly identify qualified expenditures for which TIF assistance may be afforded Developer. The Budget shall also include a line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards Public Art in accordance with RDA Resolution 19-03 Regarding Percent for Art.

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

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

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

I. Existence. Developer shall submit proof that Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

J. No Litigation. Developer shall submit proof that there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer, or the ability of Developer to complete the Project.

K. No Default. Developer shall submit proof that Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

IV. MISCELLANEOUS TERMS

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

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

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

appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.

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

E. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement.

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

CAVEAT

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
VAN ESS FAMILY LIMITED PARTNERSHIP

By: _____

_____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ , a member of VAN ESS FAMILY LIMITED PARTNERSHIP, Wisconsin domestic limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and VAN ESS FAMILY LIMITED PARTNERSHIP

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and VAN ESS FAMILY LIMITED PARTNERSHIP

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2020, the above named _____ and _____, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*_____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A
Property Map

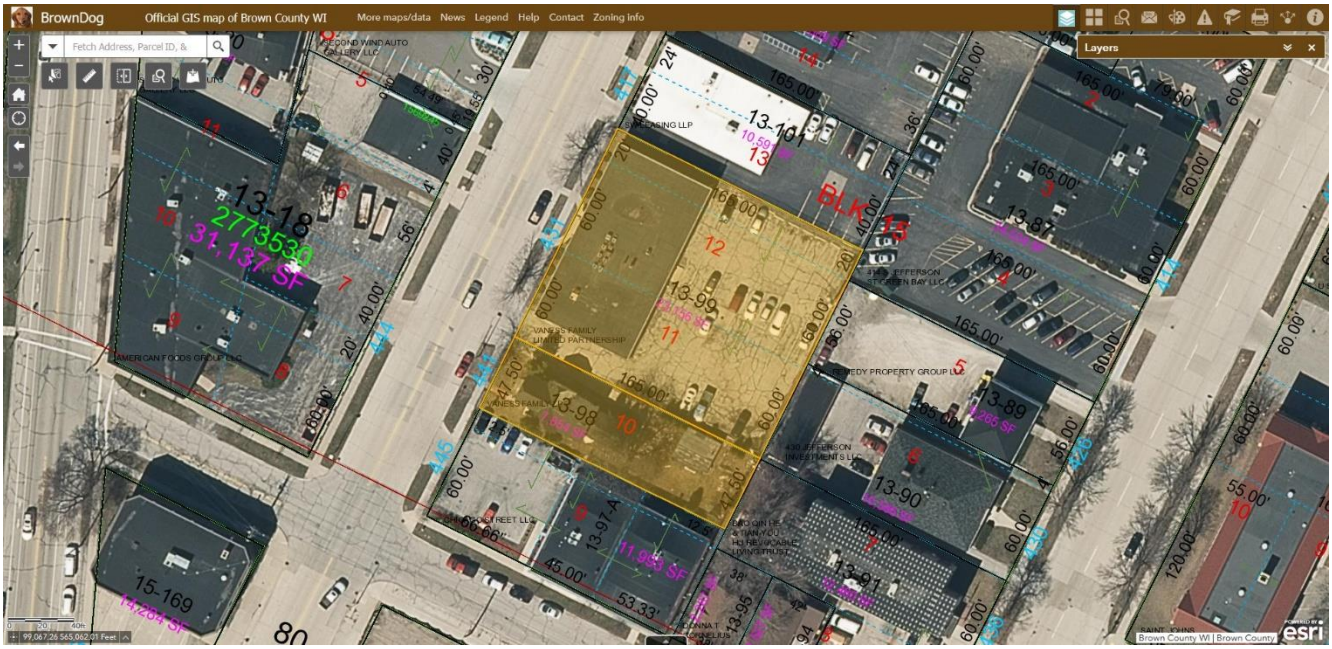


EXHIBIT B
Legal Description

Tax Parcel 13-99 | 425 S. Adams St.
PLAT OF ASTOR LOT 11 & 12 & THE SLY 20 FT OF LOT 13 BLK 15

Tax Parcel 13-98 | 441 S. Adams St.
PLAT OF ASTOR N 47 1/2 FT O F LOT 10 BLK 15

EXHIBIT C
Preliminary Concept Plan

Attached

City of Green Bay
Redevelopment Authority
8/11/2020

TIF Request
Terms Sheet 20-03
425 South Adams
Schematic Design Supplement

Submitted on behalf of
William (Bill) Van Ess, CFP, CLU, ChFC
Van Ess Family Family Limited Partnership

Subbitted by

Christopher Max Naumann AIA, ALA, NCARB
Christopher Max Design & Development LLC.

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

EXISTING BUILDING DATA

APPROX BUILDING LENGTH = 114'-0

APPROX BUILDING DEPTH = 62'-0"

APPROX BUILDING HEIGHT = 17'- 10" (above grade)

BUILDING FLOOR PLATE AREA = 7,075 SF

TOTAL BUILDING AREA = 14,150 SF

EXISTING CONDITION

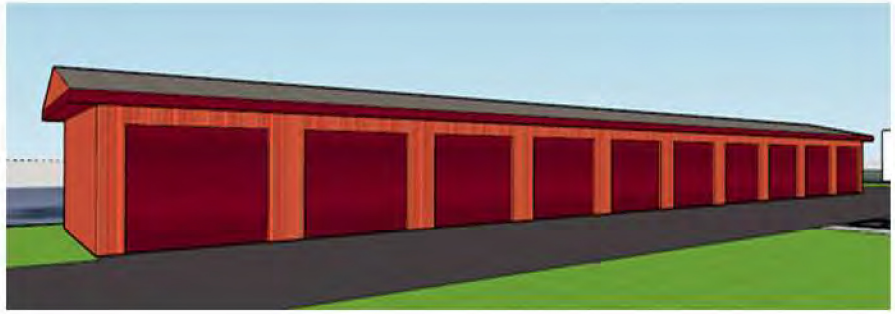
425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

425 PROPOSAL

14 New market-rate apartments (12 one bedrooms, 2 two bedrooms)
New garage accessory buildings
Absorbtion of adjacant parcel
New site accomodates on-sff street parking and guesst parking
New yard allows better stormwater management and better outdoor space



Proposed Exteriors

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

425
Adaptive Reuse Apartment Proposal
Concept Site Plan

425 South Adams Street (PRIMARY PLAT)
422 South Adams Street (PLAT TO BE MERGED)

(SURVEY REFERENCE DRAWING BY MACH IV)

DEVELOPMENT SITE DATA

SITE AREA: 31,000 SF (7.12 AC)

OCCUPIED BUILDING AREA

EXISTING BUILDING (TO BE RENOVATED) = +-14,700 SF

14 ONE BEDROOM APARTMENTS
2 TWO BEDROOM APARTMENTS
(no accessible units required)

PARKING REQUIREMENTS

1 SPACE PER BEDROOM + 1 GUEST/4 UNITS

16 RESIDENT PARKING SPACES REQUIRED
+4 GUEST PARKING SPACES REQUIRED
20 TOTAL OFF STREET PARKING REQ'D

PARKING PROVIDED

20 INDIVIDUAL GARAGE SPACES (2 ACCESSORY BUILDINGS)
+6 GUEST SURFACE SPACES
26 TOTAL OFF STREET PARKING PROVIDED+

SITE EGRESS

24' INTERIOR DRIVE ISLE (TWO WAY ACCESS)

STORMWATER

STM QUANTITY REDUCTION

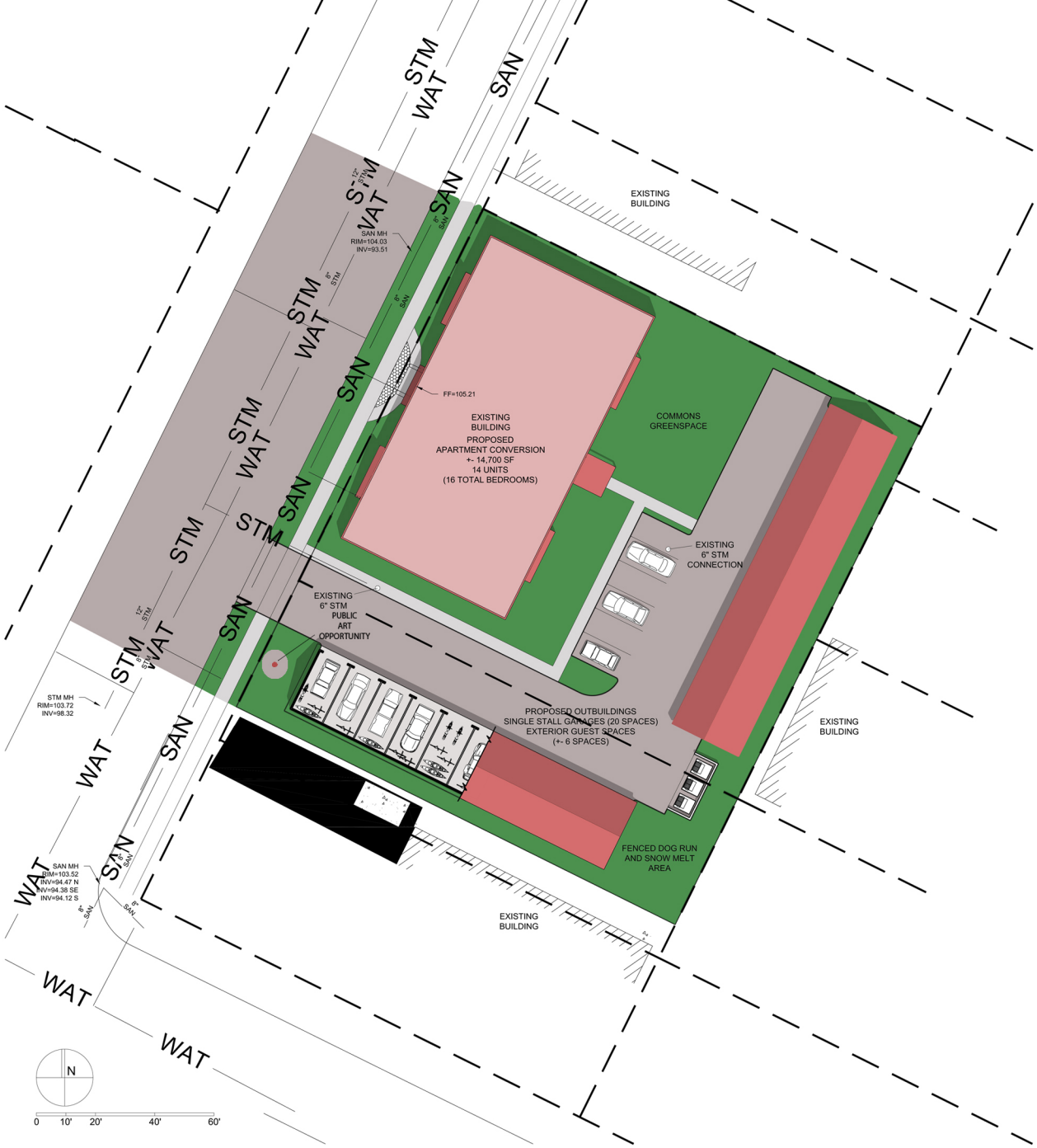
EXISTING SYSTEM HAS 6" STM CONNECTION.
RENOVATION NET REDUCTION IN IMPERVIOUS SURFACE
(APPROX 7% NET REDUCTION OF COMBINED PARCELS)

STRM QUALITY IMPROVEMENT

ADDITIONAL ROOF COVERAGE (GARAGE OUTBUILDINGS)
PROVIDE DIRECT RAIN CAPTURE AND LESS PARKING SURFACE RUNOFF.

SITE WASTE/RECYCLING

THREE DUMPSTER ENCLOSURE



1 SP00 CONCEPT SITE PLAN
1" = 20'-0"

Christopher Max DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

Proposed Site Renderings

425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin

Christopher Max
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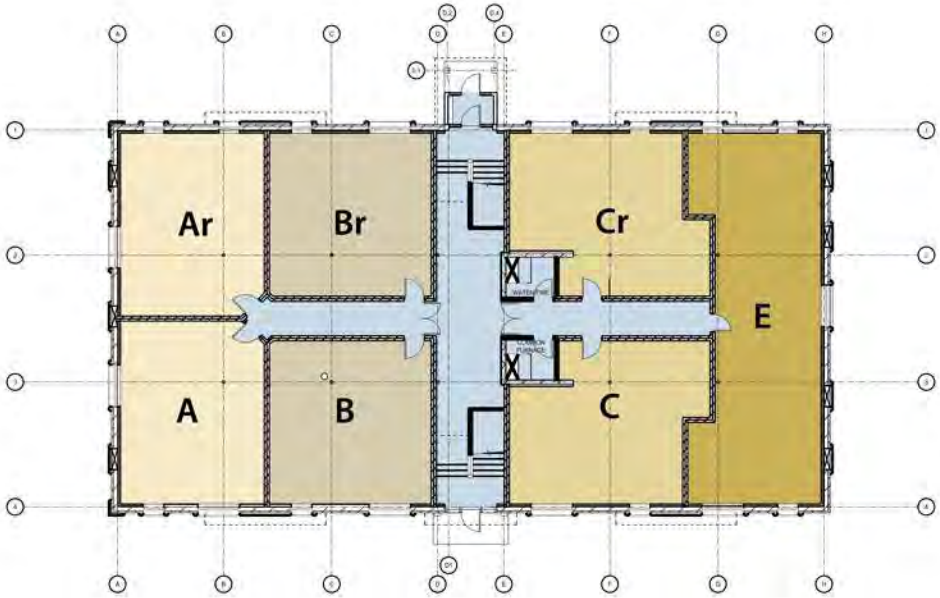
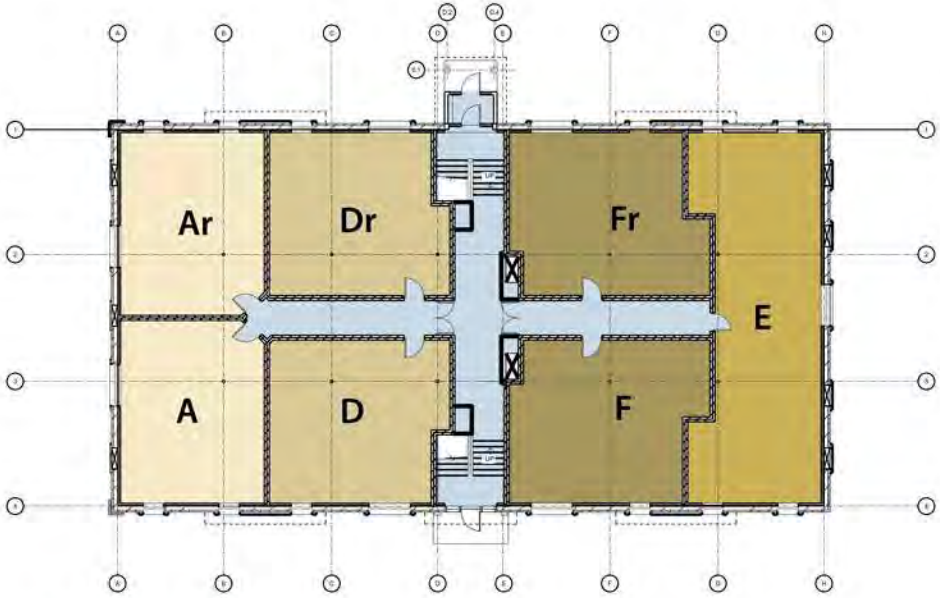
Typical One-Bedroom (Unit Fr)





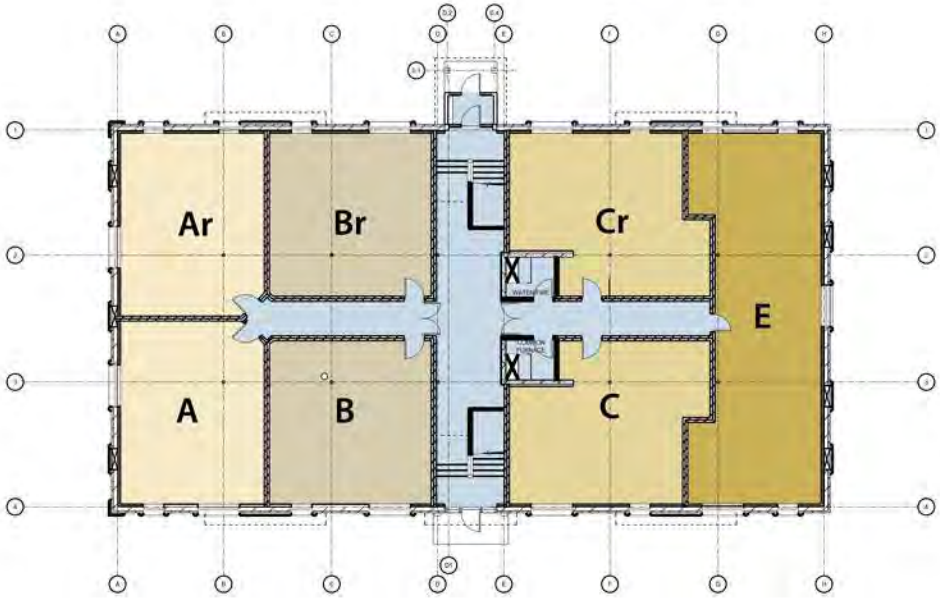
Proposed Foor Plan Samples

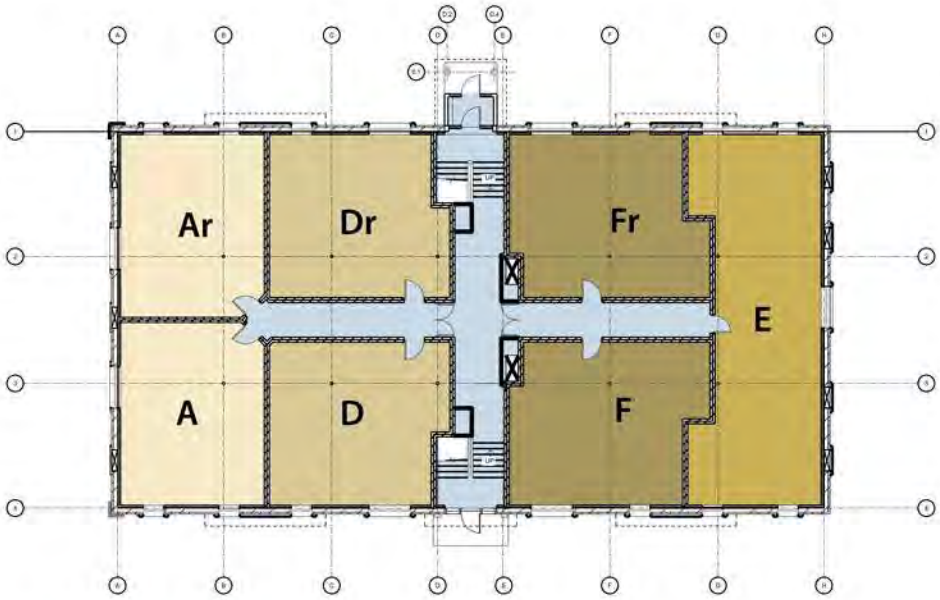
425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

Typical Two-Bedroom (Unit E)





Proposed Foor Plan Samples

425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin

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920-430-0984
cmddllc.com

INTERIOR SAMPLES

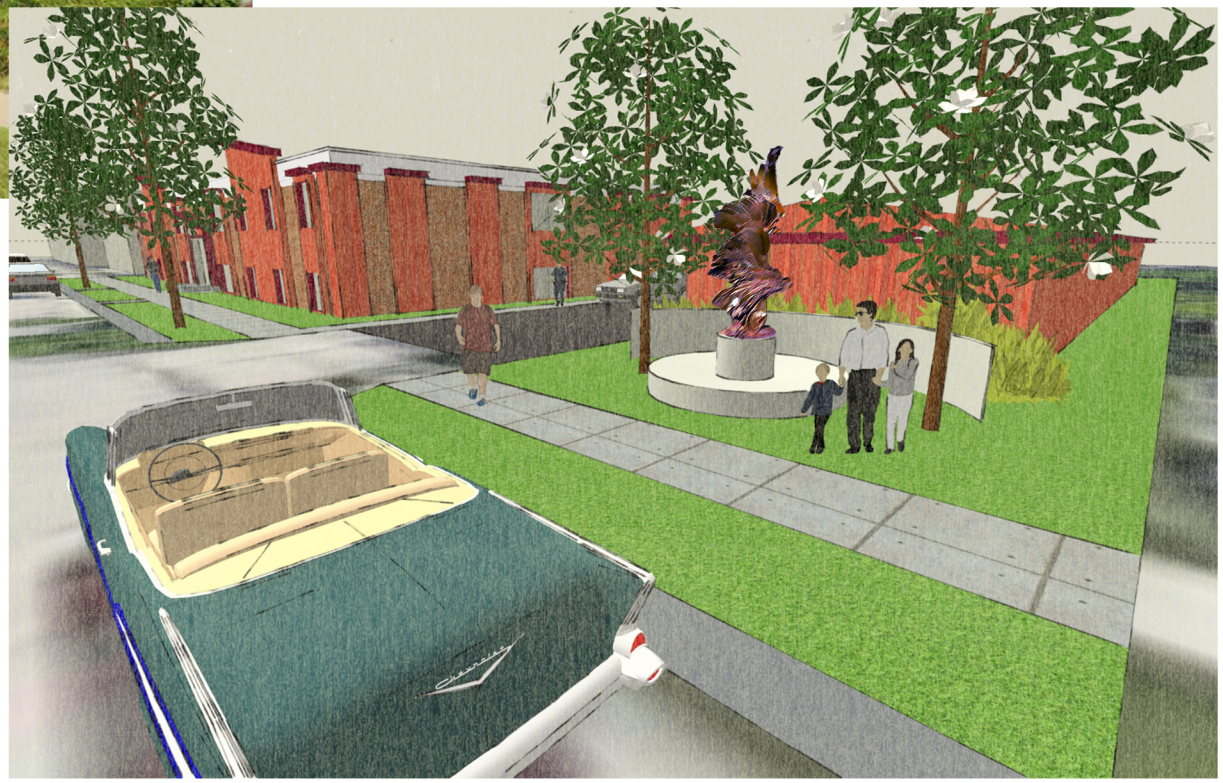
425

An option for active & healthy living in the heart of Green Bay
425 South Adams Street, Green Bay, Wisconsin

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

Previous/Existing Condition
(adjacant condemed home)

Geen Bay Public Art
Skills, Shorelines and Ships
2011; Rod Northcutt



Public Art Opportunity

Geen Bay Public Art
River Monolith
2009; Andy Kincaid

Geen Bay Public Art
My House of Feather and Stone
2005; NEWARTS commision

Christopher Max
DESIGN & DEVELOPMENT LLC
2533 Lopez Lane
Green Bay WI. 54311
920-430-0984
cmddllc.com

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Ken Rovinski, Staff

AGENDA ITEM # E.4

Consideration with possible action on a planning option with MVAH Partners, LLC for the properties located on the 1100 Block of East Walnut Street (Tax Parcels 14-195 through 14-202).

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

Staff has been working on East Walnut Street using the Neighborhood Initiative Grant and Neighborhood Enhancement funds to revitalize the area since 2007. A number of developers have inquired about the 1100 Block and two planning options have been granted in the past, most recently in 2019.

MVAH Partners, an Ohio based developer, has expressed interest in the 1100 Block of East Walnut Street and is requesting a planning option for the site. The developer specializes in affordable housing, with over 99 properties in 16 states. MVAH is requesting a planning option for the RDA property until April 30, 2021 with the possibility to extend the option should more due diligence be required. Initial plans for the site include a 50 unit senior living apartment and 6 townhome units. Staff will be working with the developer to finalize the details of the project before bringing a development agreement back to the RDA upon expiration of the planning option and any subsequent extension.

RECOMMENDATION

Approve a planning option with MVAH Partners, LLC until April 30, 2021 for the properties located on the 1100 Block of East Walnut Street (Tax Parcels 14-195 through 14-202).

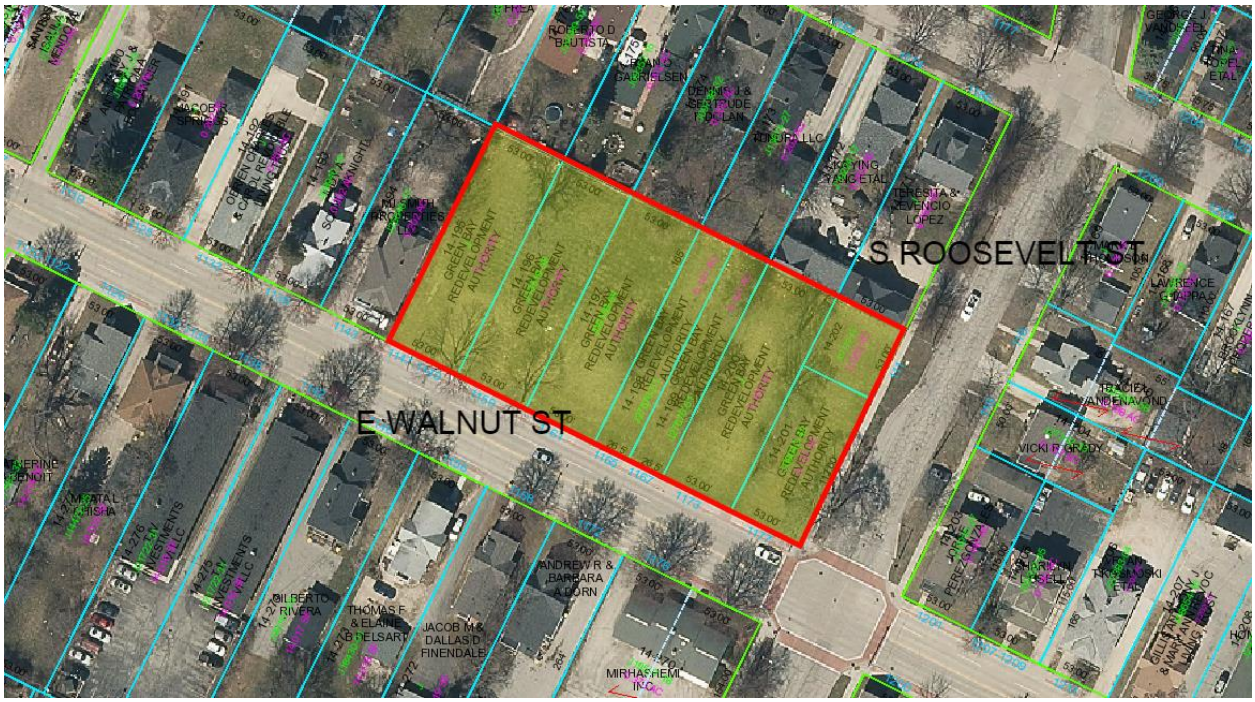
FISCAL IMPACT

These properties were acquired by the RDA between 2007 and 2010 for a collective price of $438,360.00.

ATTACHMENTS

1. 1100 E Walnut report info
2. PROJECT 20-05 - MVAH Presentation

1100 Block of East Walnut Street



Property Information:

Parcel ID …… 14-195 through 14-202
Lot Size …… 318' x 165'
Zoning…… Office Residential

Current Tax Information:

Land Value …… $65,000

Walnut Senior Lofts & Townhomes
Green Bay, IL

Hume An, Senior Vice President

Phone: 312-286-8128

E-mail: hume.an@mvahpartners.com

Presentation Overview

MVAH Partners Overview

A New Chapter: Walnut Senior Lofts & Townhomes

Key Milestones

MVAH PARTNERS

- Building homes to allow people to age in place and live where they work.
- Developed senior and workforce housing for over 25 years.
- Created over **6,000 units** in **16 states**.
- Winner of numerous national awards in design, development and property management.

Miller-Valentine Group has been developing, constructing and managing distinctive, multifamily communities for more than 30 years. Each of our communities is strategically planned and designed to create a consistent experience of quality, value and satisfaction for property owners, investors and residents.

OUR SERVICES

- Construction
- Development
- Property Management
- Asset Management

EXPERIENCE

- Luxury Apartments
- Affordable Apartments
- Student Housing
- Rental Housing for Empty Nesters & Active Seniors
- Historic & Adaptive Reuse Renovations

MVAH Example Properties

Residence at Washington Street – Kokomo, Indiana

Silversage Point at Western Center – Fort Worth, Texas

Projects Currently Under Construction

A New Chapter: Walnut Senior Lofts & Townhomes

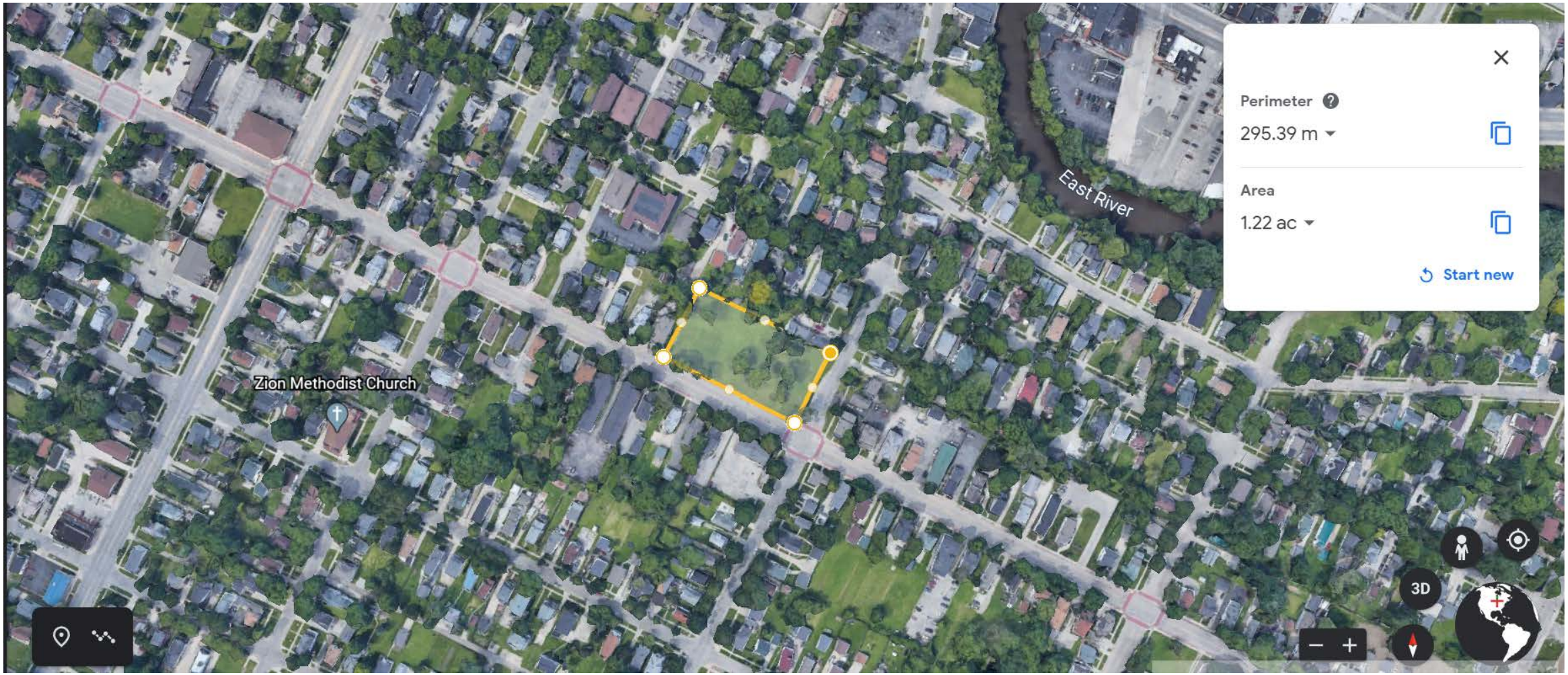
Total Number of Units: 50

Construction type: 4/5-story new construction senior building and 6 3BR townhomes

Targeted tenants: Primarily seniors with 6 units for families

Total development cost/potential project value: ~$9MM

Walnut Lofts and Townhomes Aerial Map: 1165 E. Walnut St.



Community Benefits

- Meeting the demand for quality senior and workforce housing
- Jobs – ~50 construction jobs and 2 permanent jobs
- Environmentally sustainable design

Unit Mix & Income

Bedrooms	# of Units	Proposed Collected Rent	Subsidy	Tenancy
1BR – 50% AMI	31	$597	None	Seniors 55 and older
1BR – Market	13	$700	None	Seniors 55 and older
3BR – 50% AMI	6	$941	None	Working families and individuals
TOTAL	**50**			

Admission/Retention Requirements

Income Qualification (as determined by federal law)

- Residents must comply with income restrictions ranging from 30% to 60% of AMI.

Other Requirements

- Credit check and criminal background check.
- Landlord reference.
- Annual recertification of income and assets.

Lease

- Every household will sign a one-year lease.
- The lease will be strictly enforced.

Property Management

MVAH will own and manage the development for the **long-term.** We currently hold and manage the vast majority of our properties.

On-site staff will include 1 part-time property manager and 1 part-time service technicians who will be present five days a week.

Technician will be on-call for emergencies 24/7.

Security features will include electronic **key fobs**, **security cameras**, and **on-site staff**.

Key Milestones

Submit application to WHEDA	December 2020
Receive commitment of funding from WHEDA	April 2021
Permit application submission	September/October 2021
Close on financing	February 2022
Begin construction	March 2022
Construction period	12-14 months

Questions?

- Please contact Hume An, Senior Vice President at MVAH Partners, LLC
- Email: hume.an@mvahpartners.com
- Phone: 312-286-8128

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Ken Rovinski, Staff

AGENDA ITEM # E.5

Consideration with possible action on the acquisition of 525 11th Avenue (Tax Parcel 2-432) using Neighborhood Enhancement Funds.

BACKGROUND

At the May 27, 2020 RDA meeting, staff was presented with Ald. Johnson's (District 9) communication "To acquire properties on the 500 block of 11th Ave. for possible redevelopment using community development block grant funds" (from May 20, 2020 Common Council meeting). Upon receiving the communication, staff began looking into properties on the subject block. In July, staff was approached by the owner of 525 11th Avenue to purchase the property. The dwelling on the property was demolished by the owner the previous month.

Staff is recommending using Neighborhood Enhancement Funds for the acquisition for the most flexibility for redevelopment. The property will be listed as part of the New Homes in Your Neighborhood program and/or offered to Greater Green Bay Habitat for Humanity for the construction of a single family dwelling.

RECOMMENDATION

To approve the purchase of 525 11th Avenue (Tax Parcel 2-432) using $15,000.00 of Neighborhood Enhancement Funds.

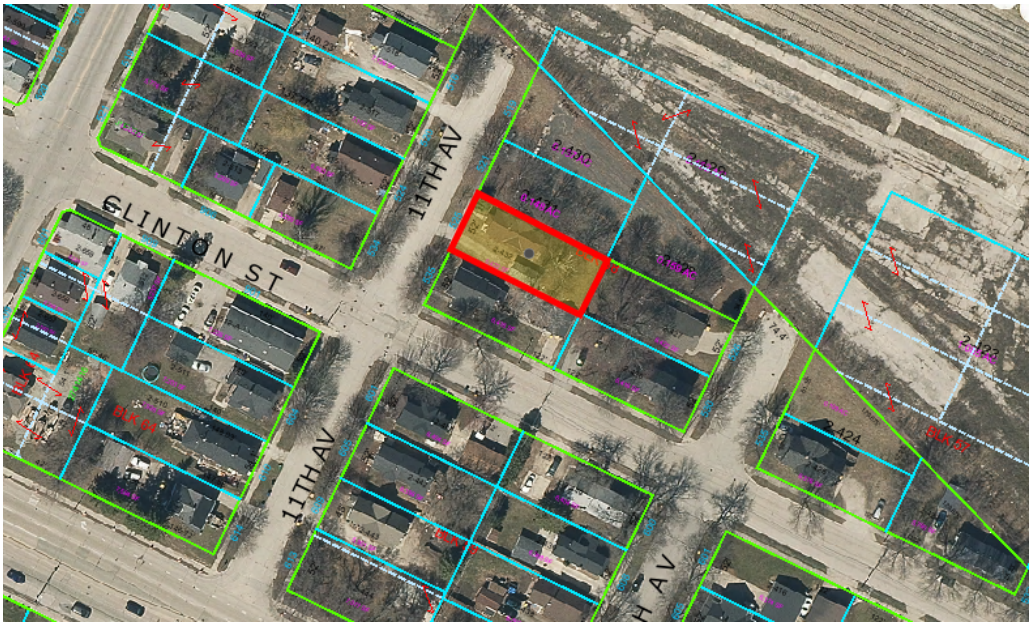
FISCAL IMPACT

Staff has a signed arms length offer to purchase for $15,000.00 using Neighborhood Enhancement Funds.

ATTACHMENTS

1. ACQ 20-05 - Report Info

525 11th Avenue



Property Information:

Parcel ID…… 2-432
Lot Size…… 52' x 122'
Zoning…… Residential One

Current Tax Information:

Land Value…… $13,100
Improvement Value …….. $0
Total Assessed …… $13,100

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action on the reallocation of one hundred seventy thousand dollars ($170,000.00) from the 2019 Community Development Block Grant (CDBG) Small Business Pandemic Relief Funding to the CDBG Economic Development Revolving Loan fund.

BACKGROUND

To assist Green Bay businesses during the pandemic, the Redevelopment Authority in May allocated Two Hundred Thousand dollars ($200,000.00) in Community Development Block Grant (CDBG) funds to a Small Business Pandemic Relief program. Since May, only six (6) Green Bay businesses have taken advantage of this program. Much to staff surprise, instead there has been more interest by other Green Bay businesses seeking assistance to expand and create more job opportunities. Because we moved the funding out of the CDBG Economic Development Revolving Loan fund, we do not have any funding to provide them.

Staff would like to reallocate One Hundred Seventy Thousand dollars ($170,000.00) from CDBG Small Business Pandemic Relief program back to the CDBG Economic Development Revolving Loan fund to assist the various businesses seeking assistance.

RECOMMENDATION

Authorize the reallocation of One Hundred Seventy Thousand dollars ($170,000.00) from the 2019 Community Development Block Grant (CDBG) Small Business Pandemic Relief Funding to the CDBG Economic Development Revolving Loan fund.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Kevin J. Vonck, CED Director

AGENDA ITEM # E.7

Consideration with possible action on Purchase and Sale Agreement to acquire Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34 from Wisconsin Public Service Corporation (Pulliam Plant).

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

In March 2019, the RDA discussed potential relocation of C. Reiss Coal Company terminal operations. A potential alternative is to relocate these operations to the Pulliam Plant, owned by the Wisconsin Public Service Corporation (WPS), at the mouth of the Fox River. The RDA and City have spent the last eighteen (18) months engaged in conversations with the County, the Port, C. Reiss, WPS, state officials, and other interested stakeholders to analyze and evaluate this proposal.

Staff is seeking direction as to how to proceed in order to continue exploring this alternative.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. 8-1-Pulliam-6-11-Property-Map

Redevelopment Authority
of the City of Green Bay

Tax Parcels 6-9, 6-10, 6-11, 6-12, 6-12-1, 6-12-2, 6-12-3, 6-12-4, 6-12-5, 6-12-A, 6-12-A-1, 6-12-B, 6-12-B-1, 6-13, 6-13-1, 6-13-A, 6-15, 6-15-A, 6-16, 6-17, 6-31, and 6-34.

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

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
August 11, 2020	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Register
2. RDA Financial Report 2020

City of Green Bay RDA
Check Register
7/31/2020

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21269	07/02/2020	WISCONSIN MEDIA	220.96
21270	07/02/2020	EDWIN C GAROT CO INC	1,895.00
21271	07/02/2020	LIGHTHOUSE TITLE INC	65.00
21272	07/02/2020	THE ATTIC	5,000.00
21273	07/02/2020	TIMOTHY E. HANSEN	1,200.00
21274	07/02/2020	NEWCAP, INC.	9,588.75
21275	07/15/2020	GREATER GREEN BAY HABITAT FOR HUMANITY, INC.	7,500.00
21276	07/15/2020	BROWN COUNTY TREASURER	3,000.00
21277	07/15/2020	CITY OF GREEN BAY	29,745.62
21278	07/15/2020	BROWN COUNTY REGISTER OF DEEDS	480.00
21279	07/15/2020	WISCONSIN PUBLIC SERVICE CORPORATION	79.49
21280	07/15/2020	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	2,000.00
21281	07/15/2020	TRANS UNION, LLC	50.00
21282	07/15/2020	THE REMODEL SHOP	8,185.50
21283	07/15/2020	GREEN BAY AREA BUILDERS	3,150.00
21284	07/15/2020	BADGERLAND DEMOLITION & EARTHWORK, INC.	32,802.00
21285	07/15/2020	JOSEPH C. MACHKOVICH	7,800.00
21286	07/15/2020	AB SERVICES LLC	8,500.00
21287	07/30/2020	CITY OF GREEN BAY	72.01
21288	07/30/2020	WISCONSIN MEDIA	268.94
21289	07/30/2020	WISCONSIN PUBLIC SERVICE CORPORATION	107.01
21290	07/30/2020	NEIGHBOR-WORKS GREEN BAY	19,800.00
21291	07/30/2020	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	500.00
21292	07/30/2020	WI DEPT OF FINANCIAL INSTITUTION	20.00
21293	07/30/2020	NOTARY BOND RENEWAL SERVICE	25.00
21294	07/30/2020	VAN RITE PLUMBING INC	6,500.00
21295	07/30/2020	GREEN BAY AREA BUILDERS	1,755.00
21296	07/30/2020	LINDQUIST PLUMBING LLC	978.00
			$ 151,288.28

Redevelopment Authority
Financial Report
CDBG
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	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	156,023.45	-	751.53	50,000.00	105,271.92
Public Works Improvements	-	130,736.79	-	-	50,000.00	80,736.79
Public Service	-	99,901.41	-	49,975.59	-	49,925.82
Fair Housing	-	24,100.00	-	10,580.00	-	13,520.00
CDBG Eligible Areas	-	251,918.99	73,113.30	127,242.78	-	197,789.51
CDBG Eligible Areas-Beautificatio/Art	-	54,394.00	-	-	-	54,394.00
Economic Development	-	423,499.08	45,817.40	70,000.00	-	399,316.48
ED Blight Elimination-Walnut Street	-	85,525.36	-	-	-	85,525.36
ED Façade & Demo Loans	-	107,077.50	-	46,709.00	-	60,368.50
Administration	-	177,746.91	-	112,919.73	-	64,827.18
	$ -	**$ 1,510,923.49**	**$ 118,930.70**	**$ 418,178.63**	**$ 100,000.00**	**$ 1,111,675.56**

Redevelopment Authority
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Redevelopment Authority
Financial Report
HOME
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	2020 Budget	2019 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	321,234.27	143,707.50	215,006.00	249,809.77	126.00
Housing Development Projects	-	414,917.96	-	200,488.00	22,500.00	191,929.96
CHDO Projects	-	114,824.72	-	-	-	114,824.72
Downpayment Closing Cost Assistance	-	105,000.00	-	5,000.00	-	100,000.00
Administration	-	35,711.84	15,967.50	48,265.58	-	3,413.76
	$ -	**$ 991,688.79**	**$ 159,675.00**	**$ 468,759.58**	**$ 272,309.77**	**$ 410,294.44**