AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MARCH 9, 2021, 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, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.
   Liaisons: Jeff Mirkes and Leah Weycker.

C. Approval of the Agenda.

1. Approval of the agenda for the March 9, 2021, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the February 9, 2021, meeting of the Redevelopment Authority.

E. Public Hearings

1. 1) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

   2) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

   3) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

   4) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

   5) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

   6) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

   7) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Lombardi Avenue Corridor.

F. Regular Business.

1. Election of Officers - Chair, Vice-Chair, and Secretary.
2. Selection of members to serve on various subcommittees of the Redevelopment Authority.
3. Consideration with possible action on request from Bank of Luxemburg for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams Street, Units 210-260 (the second floor of The City Center).

   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, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

4. Consideration with possible action to approve a planning option with Maker Solutions for a four (4) unit townhome project at 115 S. Van Buren Street.
5. Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to TID Twenty-Three (23), Legends District.
6. Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

7. Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

8. Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

9. Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

10. Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

11. Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be a recipient of an allocation from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors.

G. Informational.

1. Update on Housing Study.

2. Financial report and check register.

3. Director's report and project updates.

4. Next meeting: April 13, 2021 at 1:30 PM.

H. 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

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)

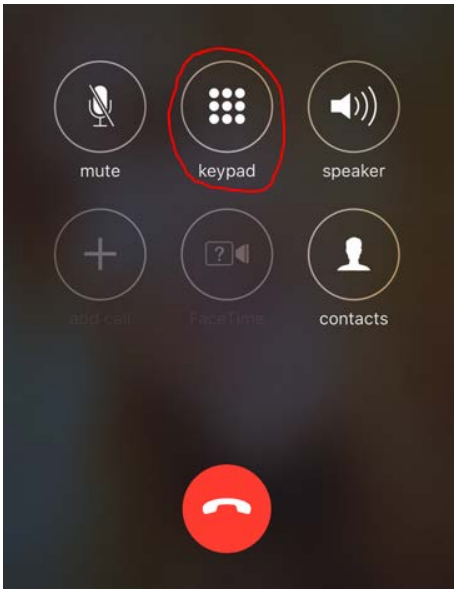
Meeting ID: 831 8804 4732
Password: 084117
Find your local number: https://us02web.zoom.us/u/ktw1Wmza0

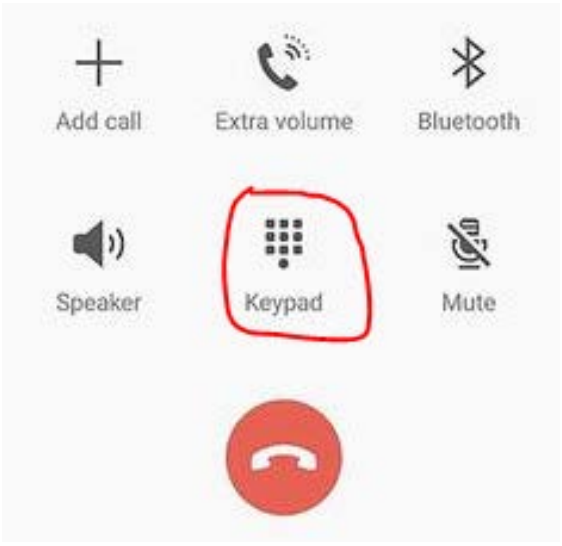
Additional Information

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.

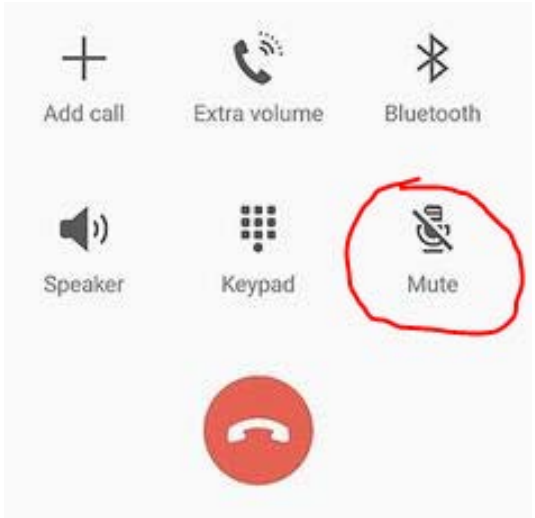
Calling into the Zoom meeting using a smartphone

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, FEBRUARY 9, 2021, 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, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.
Liaisons: Jeff Mirkes and Leah Weycker.

Members Present: Gary J. Delveaux, Melanie Parma, Matt Schueller, Deby Dehn, Ald. Barbara Dorff, and Kathy Hinkfuss
Liaisons Present: Leah Weycker and Jeff Mirkes
Others Present: Mayor Eric Genrich

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the February 9, 2021, meeting of the Redevelopment Authority.

Moved by Ald. Barbara Dorff, seconded by Melanie Parma to approve the agenda for the February 9, 2021, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the January 12, 2021, meeting of the Redevelopment Authority.

Moved by Melanie Parma, seconded by Matt Schueller to approve the minutes from the January 12, 2021, meeting of the Redevelopment Authority. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Kathy Hinkfuss, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

E. REGULAR BUSINESS.

1. Appointment of Neil Stechschulte as Secretary/Executive Director.

Moved by Ald. Barbara Dorff, seconded by Matt Schueller to approve the appointment of Neil Stechschulte as Secretary/Executive Director. Motion carried.
Yes- Barbara Dorff, Gary J. Delveaux, Matt Schueller, Melanie Parma, Deby Dehn, No- None, Abstain- None

F. INFORMATIONAL.

1. Announcement of award for CARES Act CDBG-CV RFP #3295 Rent/Mortgage Assistance and RFP #3294 Homeless Shelter Assistance.

Will Peters announced that CARES Act CDBG-CV RFP #3295 Rent/Mortgage Assistance was awarded to NEWCAP, Inc. for the sum of $191,729.00 and CARES Act CDBG-CV RFP #3294 Homeless Shelter Assistance was awarded to St. John The Evangelist Homeless Shelter, Inc. for the sum of $275,000.00. No action needed.

2. Update on Housing Study.

Cheryl Renier-Wigg provided the Housing Study update. No action needed.

3. Financial report and check register.

No action needed.

4. Director's report and project updates.

Neil Stechschulte and Mayor Eric Genrich provided the Director's report and project updates. No action needed.

5. Next meeting: March 9, 2021 at 1:30 PM.

G. ADJOURNMENT.

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # E.1

1) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

2) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

3) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

4) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

5) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

6) Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

7) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Lombardi Avenue Corridor.

BACKGROUND

All persons will be afforded an opportunity comment on the proposed actions at the hearing. Any person wishing to attend who, because of a disability requires special accommodation, should contact the City Safety Manager at 920-448-3125 at least forty-eight (48) hours before the scheduled meeting time so that arrangements can be made. Comments may also be sent to David.Buck@greenbaywi.gov prior to the hearing.

Copies of Project Plans are available for inspection on the City website (https://greenbaywi.gov/473/TIF-BID-Districts). Copies will also be provided upon request in Room 608 of Green Bay City Hall, 100 N. Jefferson St. As City Hall is currently closed, you must call 920-448-3400 in order to schedule an appointment.

RECOMMENDATION

Receive public comment on proposed actions.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 9, 2021

AGENDA ITEM # F.2

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

BACKGROUND

The following subcommittees were appointed on April 14, 2020:

Funding Administration Subcommittee
Jim Blumreich, Melanie Parma, Ald. Barbara Dorff, Deby Dehn

Real Estate Subcommittee
Melanie Parma, Matt Schueller, Kathy Hinkfuss

Community Development Revolving Loan Fund
Matt Schueller, Jim Blumreich

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Cheryl Renier-Wigg, Staff

AGENDA ITEM # F.3

Consideration with possible action on request from Bank of Luxemburg for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams Street, Units 210-260 (the second floor of The City Center).

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, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

Report to be presented at meeting

RECOMMENDATION

To be determined

FISCAL IMPACT

ATTACHMENTS

1. HCW Letter to RDA 1.25.21
2. 2015 Continuing Guaranty (Limited)
3. CONSENT OF GUARANTOR - HCW

Bank of Luxemburg℠
Your life. Your community. Your bank.

Re: HCW, LLC - 301 N. Adams Street
City of Green Bay December 15, 2015 Continuing Guaranty

Dear Cheryl,

Per your request this letter is intended to serve as Bank of Luxemburg's request for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams St. Units 210-260 (the second floor of The City Center). The loan matured on December 17, 2020 and Bank of Luxemburg approved a brief 3-month extension to allow time to work with your office.

In December of 2015, Bank of Luxemburg refinanced two loans as part of this HCW, LLC transaction. One of the loans refinanced at that time was from the City. As part of the refinance approval, Bank of Luxemburg required that the City of Green Bay provide a continuing guaranty of $2,500,000. The City subsequently entered into a Consent of Guarantor on May 31, 2019. (Copy attached)

The continuing guaranty was necessary for two reasons: First, the City's long-term master plan involves the subject property being redeveloped or torn down. This plan has significant effect on HCW, LLC's ability to lease the property long term. Second, when Bank of Luxemburg refinanced the debt in 2015, there was only 30 months remaining on the tenants lease. Underwriting standards would not allow the Bank to complete the refinance without a continuing guaranty from the City. As of today, neither of these issues have been resolved.

The principal of HCW, LLC, Mr. Paul Belschner, has proposed some immediate term solutions which the bank is willing to entertain. However, Bank of Luxemburg's willingness to consider these proposals are on the condition of the City of Green Bay Redevelopment Authority again recommending a renewal of its 2015 Continuing Guarantee, approval by the Common Council and execution by the Mayor of a renewed Consent to Guarantee as was done recently in 2019.

As I understand it the RDA meets on February 9, 2021, with Common Council following on the 16th. The Bank of Luxemburg requests you take this issue up to be addressed and resolved in the month of February consistent with these dates.

Sincerely

Garrett Jesko
Vice President of Commercial Lending
Enc.

CONTINUING GUARANTY (LIMITED)

THIS CONTINUING GUARANTY (LIMITED) (the "Guaranty"). dated as of December 15, 2015. is given by the City of Green Bay. Wisconsin (the "Guarantor") to BANK OF LUXEMBURG (the "Lender").

RECITALS

The Guarantor acknowledges the following:

A. HCW LLC. a Wisconsin limited liability company (the "Borrower"). has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to $4,400.000.00 (the "Loan") for purposes of refinancing the existing indebtedness owed by Borrower to (a) the Guarantor and (b) Fox Communities Credit Union.

B. The Loan will be evidenced by that certain Loan Agreement of even date herewith by and between Borrower. ("Business Loan Agreement"). and that certain Commercial Promissory Note of even date herewith in the original principal amount of $4.400.000.00 made by Borrower in favor of Lender ("Note"). and will be secured by a Mortgage and Commercial Security Agreement on certain real estate owned by Borrower (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") with respect to the aforementioned real estate. The Business Loan Agreement. the Note. the Mortgage. and all other documents or instruments executed by the Borrower in connection with the Loan. all as amended. modified and supplemented from time to time. are referred to as the "Loan Documents".

C. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.

D. Guarantor shall benefit from Lender extending the Loan to Borrower and. therefore. is willing to execute this Guaranty.

AGREEMENTS

In consideration of the Recitals. and in order to induce the Lender to make the Loan. the Guarantor. intending to be legally bound. agrees as follows:

1. Guaranty. The Guarantor. subject to the limitations set forth in Section 2 below. absolutely, irrevocably and unconditionally guarantees payment of and performance of. and promises to pay or cause to be paid to the Lender when due whether at the maturity date. or by acceleration or otherwise or. to the extent not prohibited by law. at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following (the "Obligations"): (a) the repayment by the Borrower of the Loan as evidenced by the Note and any extensions. renewals. refinancings or modifications of. or substitutes or replacements for. the Loan or the Note; (b) the amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee. receiver. creditor or other party pursuant to applicable federal or state law with respect to the Note; (c) the performance by Borrower of all of its obligations under the Loan Documents with respect to the Note; and (d) all costs. expenses and fees (including reasonable attorneys' fees) paid or incurred by the Lender in enforcing any of the terms,

covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations ("Costs of Collection"). This is a guaranty of payment and not of collection.

2. Limitations. The amount of liability under this Guaranty is limited to $2.500.000.00. plus Costs of Collection to the extent not prohibited by law. and the foregoing amount of limited liability under this Guaranty shall not be reduced based on a reduction in the amount of Obligations outstanding from time to time unless the amount of outstanding Obligations is less than the amount of limited liability.

3. Duration of Guaranty. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender. or any notice to Guarantor or to Borrower. and will continue in full force until all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Obligations shall not affect the liability of Guarantor under this Guaranty. (Shouldn't the City be covered in some way that we don't allow them to release the primary borrowers?)

4. Application of Monies. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments. may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.

5. Guarantor Not Released. The Lender may. without notice to or the consent of the Guarantor at any time and from time to time, without affecting the liability of the Guarantor hereunder (a) amend or consent to any amendment to any provision of any Loan Document, including without limitation. any change in the interest rate therein or any change in the time or manner of any payment required thereunder; (b) make or consent to any agreement for the extension. renewal. payment. compounding. compromise. discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof: (c) release or discharge the Borrower by acceptance of a deed in lieu of foreclosure or otherwise. as to all or any portion of the Obligations to the Lender: (d) release. substitute or add any one or more guarantors; (e) accept additional security or collateral for the Obligations: (f) settle or compromise the amount due or owing or claimed to be due or owing; (g) surrender, release or impair any collateral given as security for the Obligations: (h) fail to perfect its security interest in or realize upon any collateral given as security for the Obligations; and (i) fail to realize upon any of the Obligations or to proceed against the Borrower or any other guarantor. Credit may be granted or continued from time to time by the Lender to the Borrower without notice to or the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation.

6. Default and Remedies. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty and shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor whether or not the Borrower or any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full.

The Guarantor's liability hereunder is independent of the obligations of the Borrower and any other guaranties at any time in effect with respect to the Obligations and may be enforced regardless of the existence, validity, enforcement or nonenforcement of any such other guaranties. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender and without the necessity at any time of bringing action against the Borrower or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.

7. No Reliances. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor hereby agrees that the Lender may, with Guarantor's prior written approval in each instance, which shall not be unreasonably withheld, disclose any financial information or other data on the Guarantor that is in the Lender's possession to any participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender, provided, however, Guarantor's consent shall not be required with respect to any compliance or other regulatory review of Lender or its loan files or other books and records.

8. Representations and Warranties. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

8.1 The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.

8.2 This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower.

8.3 Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:

8.3.1 constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;

8.3.2 accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;

8.3.3 conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or

8.3.4 conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

9. Waivers. The Guarantor waives, to the full extent permitted by law:

9.1 any defense that may arise by reason of:

9.1.1 the incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;

9.1.2 the failure of the Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of the Borrower, the Guarantor or any other guarantor;

9.1.3 the unenforceability, in whole or in part, of any or all of the Loan Documents; or

9.1.4 any action or inaction by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

9.2 presentment, demand for payment, notice, protest, diligence of collection, nonpayment or nonperformance of any Obligations, notice of discharge, notice of acceptance of this Guaranty and indulgences and notices of any other kind whatsoever;

9.3 any defense based upon an election of remedies by the Lender which destroys or otherwise impairs the subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Borrower or any other guarantor for reimbursement, or both;

9.4 any defense based upon any failure to perfect any security interest in, or the taking of or failure to take any other action with respect to any collateral given to secure the Obligations;

9.5 any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower:

9.6 any defense based upon any statute of limitations; or

9.7 any other defenses which the Borrower might have against the Lender.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

10. Subordination of Borrower's Debts To Guarantor. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, and any other indebtedness owed by Borrower to Lender hereafter created. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Loan. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

11. Notices. Any notice or demand given or made under this Guaranty shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered to the intended addressee in person or delivered to an overnight courier service. Notice or demand that is mailed or given to the overnight courier service shall be effective upon its deposit in the United States mails or when given to the overnight courier service. Notice or demand given or made in any other manner shall be effective only if and when received by the addressee. For purposes of notice and demand, the addresses of the parties shall be:

Lender: Bank of Luxemburg
Attn: Garrett R. Jesko, Assistant Vice President
630 Main Street
Luxemburg, WI 54217

Guarantor: City of Green Bay, Wisconsin
Attn: City Attorney
100N. Jefferson Street
Green Bay, WI 54301

Any party shall have the right to change its address for notice or demand to any other location within the continental United States by giving 30 days' notice to the other party in the manner set forth herein for giving notices.

12. Applicable Law, Severability. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of any other provision.

13. No Waiver. No delay on the part of the Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligations of the Guarantor or of the right of the Lender to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing executed by the Lender nor shall any such waiver be applicable except in the specific instance for which given.

14. Entire Agreement. This Guaranty constitutes the entire agreement of the Guarantor and the Lender pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Guarantor and the Lender in connection herewith. This Guaranty may be amended only by a written amendment signed by the Guarantor and the Lender.

15. Successors and Assigns. This Guaranty shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Guarantor and the Lender except that the Guarantor's rights and obligations may not be assigned without the prior written consent of the Lender, which consent may be withheld in Lender's sole discretion. Lender may pledge or assign this Guaranty or any of its rights and powers hereunder without notice. As used herein, the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a guarantor.

16. Waiver of Jury Trial. THE GUARANTOR, AND THE LENDER BY ACCEPTING DELIVERY OF THIS GUARANTY, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF THE GUARANTOR OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENSION OF CREDIT TO THE BORROWER.

17. Consent to Jurisdiction. The Guarantor, and the Lender by accepting delivery of this Guaranty, each agrees to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, the Guarantor agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Wisconsin and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Guarantor by registered mail to or by personal service at the last known address

of the Guarantor, whether such address be within or without the jurisdiction of any such court. The Guarantor, and the Lender by accepting delivery of this Guaranty, each consents that venue for any legal proceeding related to enforcement of this Guaranty shall be proper in the Circuit Court of Brown County, Wisconsin.

18. Headings. Headings of the sections of this Guaranty are inserted for convenience only and shall not be deemed to constitute a part hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter general shall be freely interchangeable.

19. Multiple Counterparts. This Guaranty may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of December 16, 2015.

GUARANTOR:
CITY OF GREEN BAY, WISCONSIN

By: _____
Name: James Schmitt
Title: Mayor

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on Dec. 16, 2015 by Kris A. Teske, the Clerk of the City of Green Bay, Wisconsin.

[Seal]

By: Kris A. Teske
Name: Kris A. Teske
Notary Public, State of Wisconsin
My commission expires: May 25, 2018

CONSENT OF GUARANTOR

The City of Green Bay, by its authorized officer, hereby declares its consent as follows:

A. The City of Green Bay entered into a Continuing Guaranty on December 15, 2015 and a Consent of Guarantee on May 31, 2019, as a Limited Guaranty to the Bank of Luxemburg, as Lender, guaranteeing obligations of HCW LLC, a Wisconsin limited liability company, as Borrower.

B. The Guarantees of the City of Green Bay were entered on the basis that the Lender was unwilling to make the loan unless it received such guarantees from the City of Green Bay.

C. The Borrower, HCW LLC, will remain obligated upon its loan obligation to Bank of Luxemburg, but certain loan modifications will be made.

NOW, THEREFORE, in consideration of the Bank of Luxemburg agreeing to continue financing the obligation of HCW LLC, which is deemed a benefit to the City of Green Bay, the City of Green Bay by its authorized officer consents to the following loan modifications, acknowledging that such modifications do not in any manner cancel, eliminate the obligations of the Continuing Guaranty of the City of Green Bay dated December 15, 2015, or the obligations in the Consent of Guarantee dated May 31, 2019, fully incorporate those terms, and acknowledge those obligations are in full force and effect and consents that:

1. The loan maturity date is modified to December 17, 2025

2. The collateral subject to the security interest of Bank of Luxemburg shall continue to be subject to its security interest.

The undersigned represents that he has full authority of the City of Green Bay to execute this consent on its behalf.

CITY OF GREEN BAY

Date: _____ By: _____
Eric Genrich, Mayor

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this _____ day of January, 2021, the above named Eric Genrich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin
My Commission expires: _____

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Ronda Bitney

AGENDA ITEM # F.4

Consideration with possible action to approve a planning option with Maker Solutions for a four (4) unit townhome project at 115 S. Van Buren Street.

BACKGROUND

The RDA owns Tax Parcel 14-309 located at 115 S. Van Buren Street. This parcel was purchased using Neighborhood Enhancement Funds. There was a five (5) story dilapidated condemned structure on site that the City demolished. The property is zoned 1st Residential. It is a larger than normal lot located in the Navarino neighborhood.

Staff received a proposal to construct four (4) attached townhomes on site, with two (2) of the units being owner occupied by clients.

The developer on the project, Maker Solutions, has a lot of experience with infill development and the nuisances that come along with this particular lot.

Staff recommends approving a three (3) month planning option with an option for a three (3) month extension for this townhome project.

RECOMMENDATION

To approve a three (3) month planning option with an option of a three (3) month extension for development project at 115 S. Van Buren Street.

FISCAL IMPACT

ATTACHMENTS

1. 115 S Van Buren Proposal
2. 115 S Van Buren

Kenneth Rovinski, Principal
520 Hubbard Street, Green Bay, WI
920.544.1809
kennethro@makersolutionsllc.com

February 25th, 2021

Ronda Bitney (Real Estate Specialist) & Redevelopment
Authority of the City of Green Bay
100 N. Jefferson Street, Rm 604
Green Bay, WI 54301

Re: 115 S. Van Buren Street (parcel 14-309)

Ronda & Redevelopment Authority,

Maker Solutions, LLC, on behalf of Jake Petroski and Scott Opolka, is submitting this letter Letter of Interest for the property located at 115 S. Van Buren Street (parcel 14-309). My clients and I have had discussions regarding the potential of constructing four attached townhomes on the site. Upon completion of the project, my clients will each own two of the units, one for personally occupying and one for market rate rental use. In order to further define the scope of the project, including gathering community support, meeting with City Staff, and assessing costs and feasibility, we are asking the Redevelopment Authority to grant a six-month planning option to Maker Solutions, LLC who will be acting as the overall project development coordinator.

Thank you for your consideration,
Kenneth Rovinski

Principal

Part of Brown County WI

Map printed on 3/2/2021

1:595
1 inch = 50 feet*
1 inch = 0.0094 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key
- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

"hooks" indicate parcel ownership crosses a line

SC-190-2	Parcel ID Number
2880257	Document Number
0.814 AC	Area of parcel
279.8'	Line Distance
3547	Address

A complete key (legend) is available at:
https://tinyurl.com/BrownDogKey

Brown County Planning & Land Services
(920) 448-6480
maps.gis.co.brown.wi.us

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.5

Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to TID Twenty-Three (23), Legends District.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs. However, several pedestrian and streetscape public improvements planned for this district have not been installed because of a delay in a private development due to the economic conditions created by the pandemic. Leaving these projects to be funded by TID 7 would require the City to leave TID 7 open for an additional year. The location of the proposed improvements are in proximity to and will also serve TID 23. Wisconsin State Statutes permit the transfer of funds from TID 7 to TID 23 as a blighted/remediation TID. The Redevelopment Authority has the ability to approve such a transfer subject to further approvals by the Green Bay City Council and the Joint Review Board. Staff has determined that an allocation of up to eight-hundred and fifty-thousand dollars ($850,000) of excess TID 7 incremental property taxes to TID 23 would provide sufficient funds to cover these project costs, and would allow the City to close TID 7 this year.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 7.

RECOMMENDATION

Adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to include an allocation to not to exceed $850,000 to TID Twenty-Three (23), Legends District, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Meeting TID Slides 03042021
2. TID-7-RDA Resolution-Allocation-Amendment 03012021
3. TID-7-Project-Plan-Amended 03012021 DRAFT

Redevelopment Authority

of the City of Green Bay

Tuesday, March 9, 2021 | 1:30 p.m.

agenda

TID 7

- allocation amendment
- affordable housing extension
- termination

TID 8

- affordable housing extension
- termination

TID 9

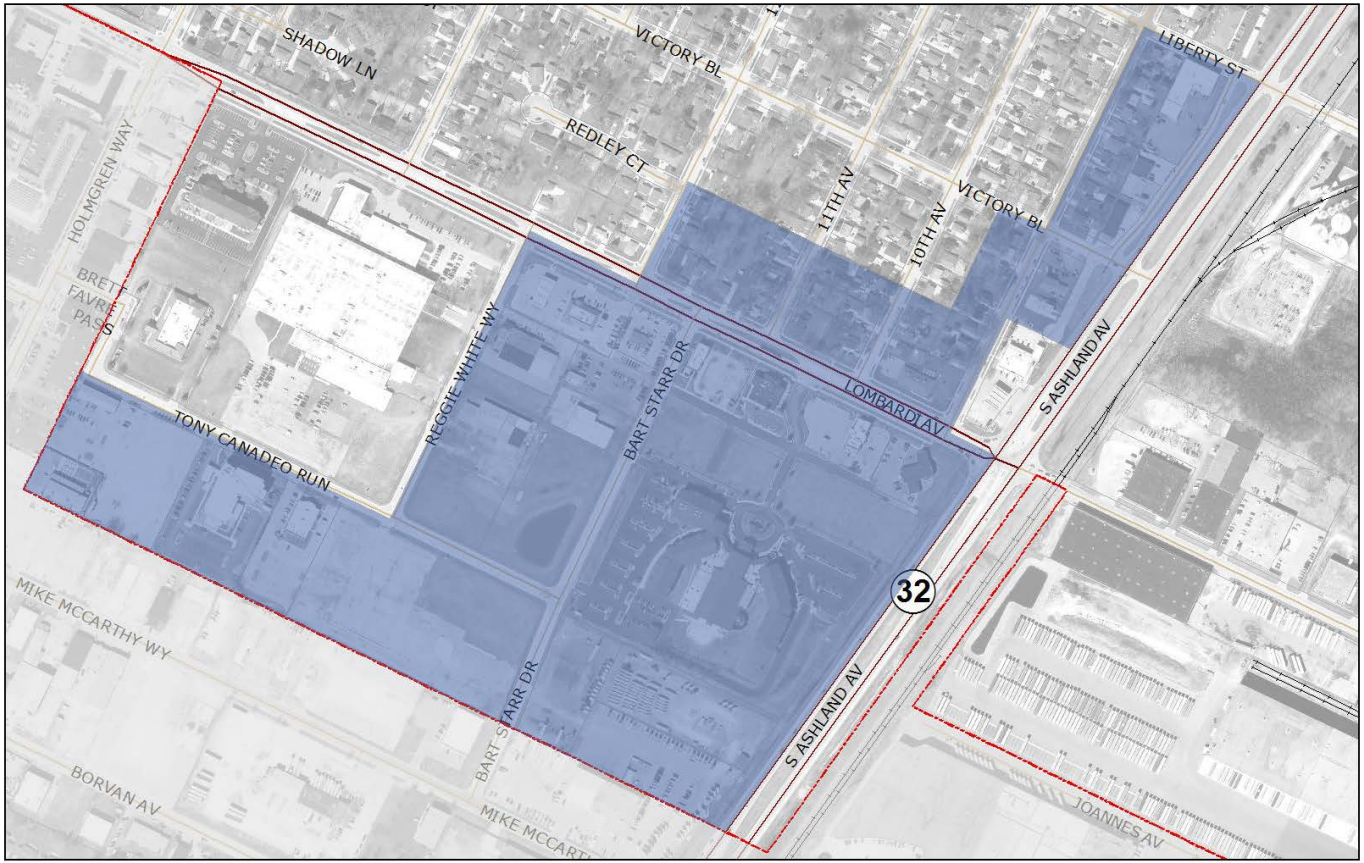
- termination

TID 23

- allocation amendment

TID 7

1) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.



Green Bay Tax Increment District 7

0 0.0375 0.075 0.15 Miles

N

TID
ID
7
City Info
Highway (Federal, State, or County)
Local Road or Street
Private Road or Street
Proposed Road or Street
Unknown; Unofficial Road or Street
Vacated Road or Street
Trails
Railroad

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Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 IndividualTIDs\individual_TIDs.mxd

TID 7: terminates April 15, 2021

	2020	2021	2022
starting balance	$1,299,863	----	----
revenue: tax increment	$767,000	$793,000	----
expenses: public	($42,000)	----	----
expenses: development	($14,000)	----	----
expenses: debt	($260,000)	----	----
allocation amendment	($900,000)	($850,000)	----
affordable housing	----	($793,000)	----
ending balance	----	----	----

TID 7

2) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors

- Information Only: No JRB Action Required

TID 7

3) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

- Information Only: No JRB Action Required

Green Bay Tax Increment District 8

Miles
0 0.025 0.05 0.1

N

TID
ID
8

Railroad
Highway (Federal, State, or County)
Local Road or Street
Private Road or Street
Proposed Road or Street
Unknown, Unofficial Road or Street
Vacated Road or Street
Trails
City Info

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Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 IndividualTIDs\individual_TIDs.mxd

TID 8: terminates April 15, 2021

	2020	2021	2022
starting balance	$1,981,540	----	----
revenue: tax increment	$340,000	$381,000	----
expenses: public	($9,000)	----	----
expenses: development	----	----	----
expenses: debt	($753,000)	----	----
allocation amendment	($1,560,000)	----	----
affordable housing	----	($381,000)	----
ending balance	----	----	----

TID 8

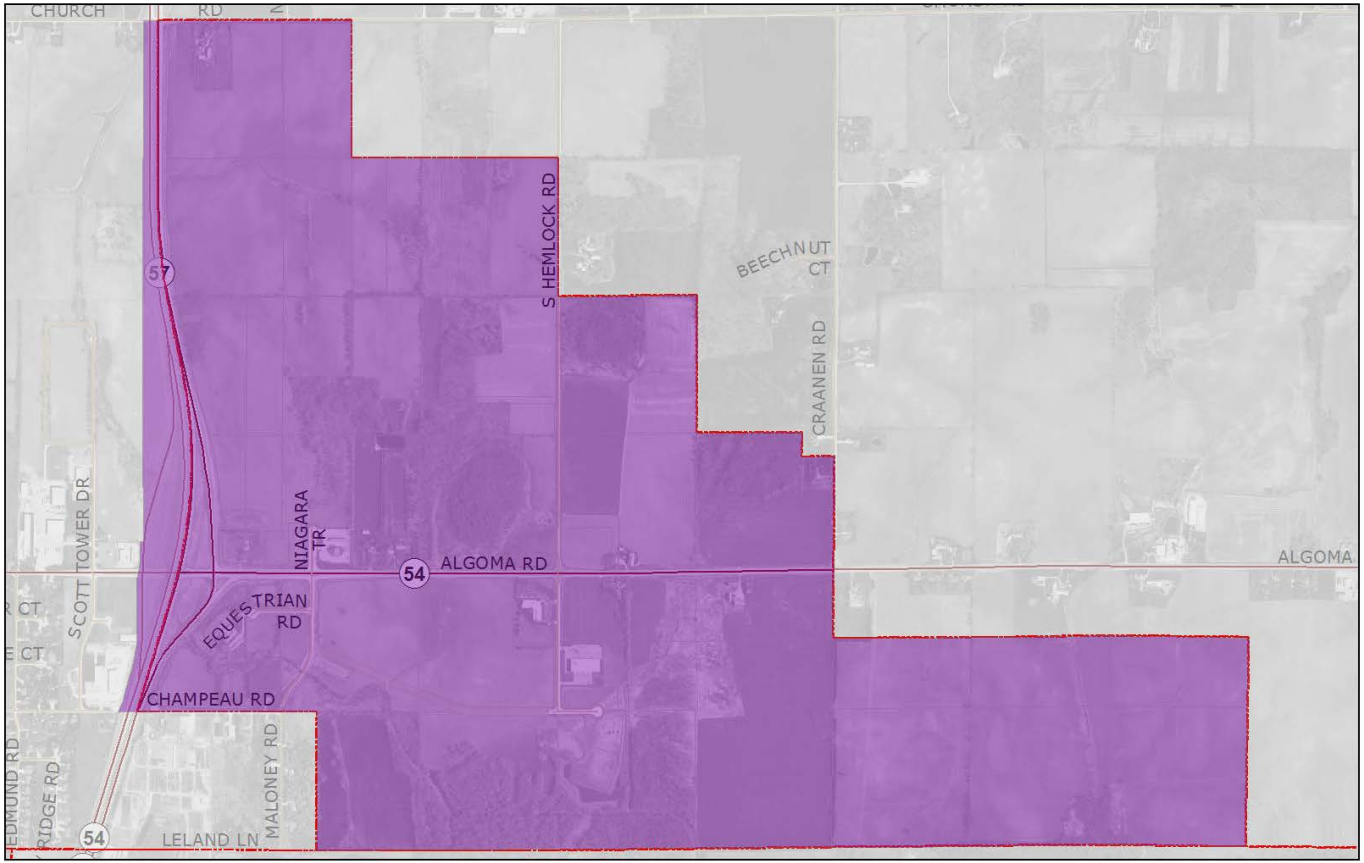
4) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

- Information Only: No JRB Action Required

TID 8

5) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

- Information Only: No JRB Action Required



Green Bay Tax Increment District 9

Miles
0 0.1 0.2 0.4

N

TID
ID
9

Local Road or Street
Private Road or Street
Proposed Road or Street
Unknown; Unofficial Road or Street
Vacated Road or Street
Trails
City Info
Railroad
Highway (Federal, State, or County)

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City of Green Bay Department of Community and Economic Development. E.R.
Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 IndividualTIDs\individual_TIDs.mxd

TID 9

6) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

- Information Only: No JRB Action Required

TID 9: terminates April 15, 2021

	2020	2021	2022
starting balance	($1,540,076)	$1,240,000	----
revenue: tax increment	$181,000	$185,000	----
expenses: public	($26,000)	($50,000)	----
expenses: development	----	----	----
expenses: debt	($209,000)	($1,435,000)	----
allocation amendment	$2,900,000	----	----
affordable housing	----	----	----
ending balance	$1,300,000	----	----

TID 23 Map 6: Legends District Projects

TID 23 Boundary

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Date Printed: 13 Aug 2019 X:\Planning\Work Order Requests\2019\9.13 TIDs\TID 23\TID 23 blight.mxd

TID 23

- 7) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Lombardi Avenue Corridor.

TID 23: Allocation

	2020	2021
starting balance	($13,184)	($25,600)
revenue: tax increment	$0	$15,000
expenses: public	($12,400)	($20,000)
expenses: development	----	----
expenses: debt	----	($820,000)
allocation amendment	----	$850,000
affordable housing	----	----
ending balance	($25,600)	----

UPCOMING MEETINGS

- Joint Review Board Meeting #1 – March 8th
- Green Bay Redevelopment Authority (RDA) – March 9th
- City Council – March 16th
- Joint Review Board Meeting #2 - TBD

Redevelopment Authority

of the City of Green Bay

Tuesday, March 9, 2021 | 1:30 p.m.

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 01
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS ("TID 7")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors ("TID 7"), on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 Ashland Avenue and Lombardi Avenue Corridors to Tax Increment District Number Twenty-Three (23) Legends District ("TID 23") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 7 are not changing with the proposed amendment; and

WHEREAS, on Monday, March 8, 2021, the Joint Review Board ("JRB") of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 7, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:
1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 7; and
5. A map showing proposed improvements and uses in TID 7; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 7 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 7 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
   9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
   9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 7 Project Plan to include an allocation, in an amount not to exceed eight hundred and fifty thousand dollars ($850,000.00), from TID 7 to TID 23, for the purposes of blight elimination and public infrastructure costs, which is consistent with the purpose for which TID 23 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

City of Green Bay
Department of Community and Economic Development

Tax Increment District Seven (7)

Ashland Avenue and Lombardi Avenue Corridors

Amended [DRAFT]
PROJECT PLAN

City of Green Bay, Wisconsin
March 1, 2021

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

Joint Review Board of the City of Green Bay
Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Pete Ross, *Green Bay Area Public Schools*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay
Eric Genrich, *Mayor*
Jesse Brunette, *President, District 12*
Barbara Dorff, *Vice-President, District 1*
Veronica Corpus-Dax, *District 2*
Lynn Gerlach, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Kathy Lefebvre, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9*
Mark Steuer, *District 10*
John S. VanderLeest, *District 11*

Redevelopment Authority of the City of Green Bay
Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Alderperson Barbara Dorff
James Blumreich
Melanie Parma
Kathy Hinkfuss
Deby Dehn

This Project Plan was prepared by
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Vanessa Chavez, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors ("TID 7"), on January 15, 2002; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 7 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 7 to Tax Increment District Number Twenty-Three (23), Ashland Avenue & Lombardi Ave. Corridors ("TID 23") for purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
   3.1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
   3.2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
   3.3. On Tuesday, March 2, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
   3.4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 7, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
4. The Original Project Plan document Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:
   4.1. An economic feasibility study; and
   4.2. A detailed list of estimated project costs; and
   4.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
   4.4. A map showing existing uses and conditions of real property within TID 7; and
   4.5. A map showing proposed improvements and uses in TID 7; and
   4.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 7 will not exceed thirty-five percent (35%); and
   4.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
   4.8. A list of estimated non-project costs; and
   4.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
   4.10. A statement indicating how creation and amendment of TID 7 promotes the orderly development of the City; and
   4.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
5. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
   5.1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
   5.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
   5.3. The mandatory termination date for TID 7 is January 15, 2029; and
   5.4. The mandatory termination date for TID 23 is September 17, 2046; and
   5.5. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
   5.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID for purposes of blight elimination and public infrastructure costs; and

5.7. That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
5.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23 and
5.9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
  5.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
  5.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
5.10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 7 Project Plan to include an allocation, in an amount not to exceed eight hundred and fifty thousand dollars ($850,000), from TID 7 to TID 23, for the purposes of blight elimination, and public infrastructure costs related to TID 23, which is consistent with the purpose for which TID 23 was created.

Appendix A: City Attorney Legal Opinion

to be inserted

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.6

Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

The funds for this extension will be based on the 2020 tax year, and collected in 2021.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 7.

Note: This item was previously reviewed and approved by the RDA in September of 2020, but the City was instructed by the Wisconsin Department of Revenue that this action needed to be taken in the same year it was being implemented.

RECOMMENDATION

Adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-7-RDA Resolution-Affordable Housing Extension 03012021

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 02
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS ("TID 7")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7) ("TID 7") on January 15, 2002; and

WHEREAS, prior to March 9, 2021 TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the extension of the life of TID 7 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 7 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing ("TIDAH") (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.7

Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. TID 7 has a mandatory termination date of January 15, 2029. Once the proposed allocation amendment and the affordable housing extension are adopted, TID 7 can be closed in 2021.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forwarded to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-7-RDA Resolution-Termination 03012021

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 03
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS ("TID 7")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7) ("TID 7") on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 7 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and:

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 7 project costs; and

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 7, and the forwarding of this request to terminate TID 7 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

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
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.8

Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

BACKGROUND

TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

The funds for this extension will be based on the 2020 tax year, and collected in 2021.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 8.

Note: This item was previously reviewed and approved by the RDA in September of 2020, but the City was instructed by the Wisconsin Department of Revenue that this action needed to be taken in the same year it was being implemented.

RECOMMENDATION

Adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-8-RDA Resolution-Affordable Housing Extension 03012021

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 04
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS ("TID 8")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7) ("TID 7") on January 15, 2002; and

WHEREAS, prior to March 9, 2021 TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the extension of the life of TID 8 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 8 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing ("TIDAH") (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

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

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.9

Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

BACKGROUND

TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. TID 8 has a mandatory termination date of August 20, 2029. Once the proposed the affordable housing extension is adopted, TID 8 can be closed in 2021.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-8-RDA Resolution-Termination 03012021

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 05
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS ("TID 8")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Eight (8) ("TID 8") on August 20, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 8 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 8 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and:

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 8 project costs; and

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 8 and the forwarding of this request to terminate TID 8 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

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
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.10

Consideration with possible action to adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

BACKGROUND

In 2020, the RDA, the City Council and the Joint Review Board approved allocations from TID 7, TID 8, and TID 12 to TID 9. TID 9 has not accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs. Based on the evaluation of current market conditions and development projections, Staff has determined that closure of TID 9 in 2021 is in the best interest of the City. Any remaining debt owed in TID 9 will be absorbed by the City of Green Bay. TID 9 has a mandatory termination date of October 7, 2026. The City will continue to work with property owners in this area to market their properties to encourage development.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-9-RDA Resolution-Termination 03012021

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 06
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER NINE (9)
STATE HIGHWAY 54/57 BUSINESS PARK

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Nine (9) ("TID 9") on October 7, 2003; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 9 on Monday, June 29, 2020; and

WHEREAS, all TID 9 projects were completed in the prescribed allowed time; and

WHEREAS, prior to March 9, 2021, TID 9 has not accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, may be closed prior to the end of its prescribed allowed time; and

WHEREAS, insufficient increment was collected to cover TID 9 project costs; and

WHEREAS, any remaining debts at the time of TID closure are transferred to the municipality; and:

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 9, and the forwarding of this request to terminate TID 9 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

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
March 9, 2021	Neil Stechschulte, Director

AGENDA ITEM # F.11

Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be a recipient of an allocation from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs. However, several pedestrian and streetscape public improvements planned for this district have not been installed because of a delay in a private development due to the economic conditions created by the pandemic. Leaving these projects to be funded by TID 7 would require the City to leave TID 7 open for an additional year. The location of the proposed improvements are in proximity to and will also serve TID 23. Wisconsin State Statutes permit the transfer of funds from TID 7 to TID 23 as a blighted/remediation TID for purposes of blight elimination and public infrastructure costs. The Redevelopment Authority has the ability to approve such a transfer subject to further approvals by the Green Bay City Council and the Joint Review Board. Staff has determined that an allocation of up to eight-hundred and fifty-thousand dollars ($850,000) of excess TID 7 incremental property taxes to TID 23 would provide sufficient funds to cover these project costs, and would allow the City to close TID 7 this year. The project plan for TID 23 must be amended to be able to receive an allocation from TID 7.

RECOMMENDATION

Adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be able to receive an allocation to not to exceed $850,000 from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-23-RDA Resolution-Allocation-Amendment 03012021
2. TID-23-Project-Plan-Amended 03012021 DRAFT

Redevelopment Authority
of the City of Green Bay

RESOLUTION 2021- 07
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TWENTY-THREE (23),
LEGENDS DISTRICT ("TID 23")

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twenty-Three (23) Legends District ("TID 23"), on September 17, 2019; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 23 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 (Ashland Avenue and Lombardi Avenue Corridors) to Tax Increment District Number 23 (Legends District) for purposes of blight elimination, and public infrastructure; and

WHEREAS, the boundaries of TID 23 are not changing with the proposed amendment; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 23, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:
1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 23; and
5. A map showing proposed improvements and uses in TID 23; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 23 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 23 promotes the orderly development of the City; and

11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
    9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
    9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 23 Project Plan to include being a recipient of an allocation, in an amount not to exceed eight hundred and fifty thousand dollars ($850,000.00), from TID 7 to TID 23, for the purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure in TID 23, which is consistent with the purpose for which TID 23 was created; and the forwarding of this request for an allocation amendment from TID 7 to TID 23 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

City of Green Bay
Department of Community and Economic Development

Tax Increment District Twenty-Three (23)

Legends District

Amended [DRAFT]
PROJECT PLAN

City of Green Bay, Wisconsin
March 1, 2021

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

Joint Review Board of the City of Green Bay
Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Pete Ross, *Green Bay Area Public Schools*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay
Eric Genrich, *Mayor*
Jesse Brunette, *President, District 12*
Barbara Dorff, *Vice-President, District 1*
Veronica Corpus-Dax, *District 2*
Lynn Gerlach, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Kathy Lefebvre, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9*
Mark Steuer, *District 10*
John S. VanderLeest, *District 11*

Redevelopment Authority of the City of Green Bay
Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Alderperson Barbara Dorff
James Blumreich
Melanie Parma
Kathy Hinkfuss
Deby Dehn

This Project Plan was prepared by
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Vanessa Chavez, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twenty-Three (23), Legends District e.g. ("TID 23"), on September 17, 2019; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 23 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 7 to TID 23 for purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
   a) On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
   b) On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
   c) On Tuesday, March 2, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
   d) On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 23, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
4. The Original Project Plan document and the Amended Project Plan addendum meet all the requirements of Wis. Stats. §66.1105, to wit:
   a) An economic feasibility study; and
   b) A detailed list of estimated project costs; and
   c) A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
   d) A map showing existing uses and conditions of real property within TID 23; and
   e) A map showing proposed improvements and uses in TID 23; and
   f) A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID23 will not exceed thirty-five percent (35%); and
   g) Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
   h) A list of estimated non-project costs; and
   i) A statement relating to the proposed method for the relocation of any persons to be displaced; and
   j) A statement indicating how creation and amendment of TID 23 promotes the orderly development of the City; and
   k) An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
5. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
   a) The Amended Project Plan demonstrates that TID 7 will aggregate incremental property taxes greater than the amount of total project costs; and
   b) In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
   c) Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
   d) The mandatory termination date for TID 7 is January 15, 2029; and
   e) The mandatory termination date for TID 23 is September 17, 2046; and
   f) Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID as a blighted or rehabilitation TID for purposes of blight elimination and public infrastructure costs; and

g) That "but for" the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
h) The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23 and
i) The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
    i. Are greater than the cost of the improvements identified in the respective Project Plans; and
    ii. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
j) The TID 7 and TID 23 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 23 Project Plan to include being the recipient of an allocation, in an amount not to exceed eight hundred and fifty thousand dollars ($850,000), from TID 7 to TID 23, for the purposes of blight elimination, and public infrastructure cost related to TID 23, which is consistent with the purpose for which TID 23 was created.

Appendix A: City Attorney Legal Opinion

to be inserted

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 9, 2021	Krista Cisneroz, Staff

AGENDA ITEM # G.2

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2021
2. Check Report

Redevelopment Authority
Financial Report
CDBG
2/28/2021

CDBG Entitlement Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Park Improvements	-	48,166.08	-	-	-	48,166.08
Public Works Improvements	-	19,729.29	-	-	-	19,729.29
Public Service	-	132,171.35	-	17,298.18	44,873.17	70,000.00
Fair Housing	-	26,820.00	-	6,820.00	-	20,000.00
CDBG Eligible Areas	-	506,180.68	52,946.00	-	-	559,126.68
CDBG Eligible Areas-Beautificatio/Art	-	40,894.00	-	-	-	40,894.00
Economic Development	-	516,918.54	18,699.08	17,593.83	-	518,023.79
ED Façade & Demo Loans	-	93,567.12	-	-	-	93,567.12
Administration	-	185,019.22	-	27,056.47	-	157,962.75
	$ -	**$ 1,569,466.28**	**$ 71,645.08**	**$ 68,768.48**	**$ 44,873.17**	**$ 1,527,469.71**

CARES CDBG-CV Funds	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	53,418.68	-	6,374.22	-	47,044.46
Businesss Improvement Districts	-	115,000.00	-	-	28,750.00	86,250.00
Homlessness Assistance Programs	-	216,000.00	-	48,666.42	-	167,333.58
Economic Development Business Relief	-	150,000.00	-	75,000.00	30,000.00	45,000.00
Essential Frontline Employyee Relief Program	-	100,000.00	-	42,460.96	-	57,539.04
Homelessness Assistance Shelters	-	275,000.00	-	28,402.50	-	246,597.50
Rental/Mortgage Assistance Program LMI	-	191,729.00	-	-	-	191,729.00
Uregent Need-business Relief and Rental.Mortgage	-	50,000.00	-	-	-	50,000.00
	$ -	**$ 1,151,147.68**	**$ -**	**$ 200,904.10**	**$ 58,750.00**	**$ 891,493.58**

Redevelopment Authority
Financial Report
HOME
2/28/2021

	2021 Budget	2020 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	296,541.09	30,464.10	14,475.00	57,598.00	254,932.19
Housing Development Projects	-	519,135.96	-	-	260,000.00	259,135.96
CHDO Projects	-	199,824.72	-	-	65,000.00	134,824.72
Downpayment Closing Cost Assistance	-	100,000.00	-	-	-	100,000.00
Administration	-	41,117.31	3,384.90	1,699.05	-	42,803.16
	$ -	**$ 1,156,619.08**	**$ 33,849.00**	**$ 16,174.05**	**$ 382,598.00**	**$ 791,696.03**

City of Green Bay RDA
Check Register
2/28/2021

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21393	02/15/2021	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	6,820.00
21394	02/15/2021	BROWN COUNTY TREASURER	3,000.00
21395	02/15/2021	CITY OF GREEN BAY	8,125.15
21396	02/15/2021	WISCONSIN MEDIA	98.90
21397	02/15/2021	GREEN BAY WATER UTILITY	84.12
21398	02/15/2021	BROWN COUNTY REGISTER OF DEEDS	210.00
21399	02/15/2021	WISCONSIN PUBLIC SERVICE CORPORATION	158.99
21400	02/15/2021	BUCKLEY ENTERPRISES LLC	10,000.00
21401	02/15/2021	TRANS UNION, LLC	55.00
21402	02/15/2021	T.A.B SUBWAY LLC	5,000.00
21403	02/15/2021	DEPT OF HEALTH & HUMAN SERVICES	1,611.54
21404	02/15/2021	MAIN ST SUB & SALADS LLC	5,000.00
21405	02/15/2021	NEW COMMUNITY SHELTER, INC.	10,969.83
21406	02/15/2021	P&G UMENTUM CONSTRUCTION LLC.	5,025.00
21407	02/15/2021	KOCH RENOVATIONS	9,450.00
21408	02/15/2021	WHITE DOG BLACK CAT	5,000.00
21409	02/15/2021	BEN W CADMAN	5,000.00
21410	02/15/2021	NEWCAP, INC.	41,420.25
21411	02/15/2021	WILL LIEBERGEN	5,000.00
21412	02/15/2021	HIEN T NGUYEN	5,000.00
21413	02/15/2021	MORNING SUN YOGA, LLC	5,000.00
21414	02/15/2021	KATHLEEN MARIE CLAY	5,000.00
21415	02/25/2021	CITY OF GREEN BAY	22,119.87
21416	02/25/2021	GREEN BAY WATER UTILITY	84.83
21417	02/25/2021	TRANS UNION, LLC	55.00
21418	02/25/2021	NEWCAP, INC.	48,732.13
21419	02/25/2021	ST. JOHN THE EVANGELIST HOMELESS SHELTER, INC.	28,402.50
			236,423.11