



AGENDA OF THE ECONOMIC DEVELOPMENT AUTHORITY

MONDAY, AUGUST 2, 2021, 5:00 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: Michael Peot - Chair, - Tara Yang - Vice-Chair, Ald. Brian Johnson, John Calewarts, Glen Sherman, Ace Champion and Christopher Garcia

C. Approval of the Agenda.

1. Approval of the agenda for the August 2, 2021, meeting of the Economic Development Authority.

D. Approval of Minutes.

1. Approval of the minutes from the June 7, 2021, meeting of the Economic Development Authority.

E. Regular Business.

1. Consideration with possible action on a Downtown Parklet Grant request from the Aging and Disability Resource Center (ADRC) / Grounded Café for a parklet outside 300 S. Adams Street.
2. Consideration with possible action on a Development Agreement with Moski Corp regarding the development of the properties located at 1300-1400 Block S. Huron Road.

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

F. Informational.

1. Staff update on the I-43 Expansion Project Roadmap.
2. Staff update on Brownfields Programs.
3. Director's Report.
4. Date of next meeting: October 4, 2021.

G. Adjournment.

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

Economic Development Authority



Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82648498507?pwd=ZmZlMDVuenplSGV0dWxqcUJLRGZEUT09>

Meeting ID: 826 4849 8507

Passcode: 483400

One tap mobile

+1 646 876 9923,,82648498507# US (New York)

+1 301 715 8592,,82648498507# US (Germantown)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 826 4849 8507

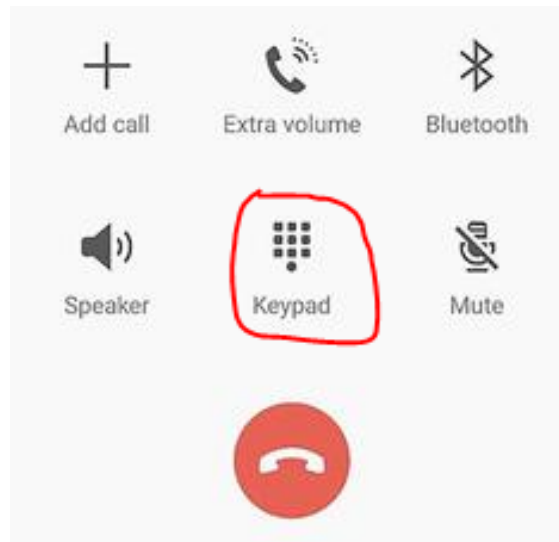
Find your local number: <https://us02web.zoom.us/u/kcKgDFBpar>

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 listening to the meeting can go to www.youtube.com/CityofGreenBay

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





Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

August 2, 2021

PREPARED BY

Erin Rovinski, Staff

AGENDA ITEM # E.1

Consideration with possible action on a Downtown Parklet Grant request from the Aging and Disability Resource Center (ADRC) / Grounded Café for a parklet outside 300 S. Adams Street.

BACKGROUND

The Downtown Parklet Grant Program provides funds of up to \$5,000 for reimbursement of parklet construction and installation. The source of funds is Tax Increment District (TID) #5 and eligible recipients are located within a half-mile of the TID boundaries. The first application round ended July 9, 2021.

The ADRC / Grounded Café submitted a Downtown Parklet Grant application to fund the construction of a parklet in front of 300 S. Adams Street. Grounded Café has a walk-up window on the east side of the building and the proposed parklet will provide additional outdoor seating for customers. Staff reviewed the Option 2 parklet design in the application, which includes benches, a platform for tables and chairs and shade from the sun.

RECOMMENDATION

To approve a Downtown Parklet Grant of \$5,000 for the ADRC/ Grounded Café parklet, contingent upon parklet permit approval and proper installation of the parklet.

FISCAL IMPACT

\$5,000 of the \$25,000 of Tax Increment District (TID) #5 funds allocated to the Downtown Parklet Grant Program.

ATTACHMENTS

1. ADRC Parklet
2. ADRC-Grounded Cafe Parklet Application 792022

CONCEPTUAL DESIGN PACKAGE

ADRC

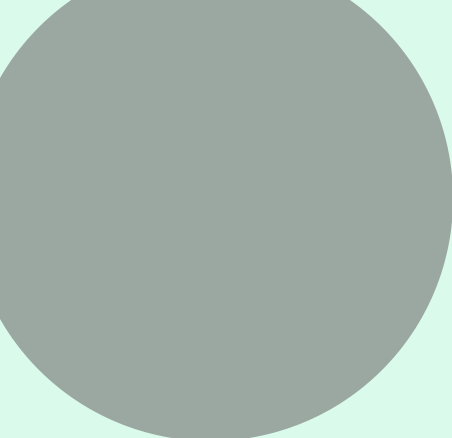
300 S Adams St, Green
Bay, WI 54301



HUTCHISON ART & DESIGN



Hutchison Art & Design LLC
Green Bay, WI 54302

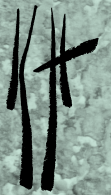


Introduction

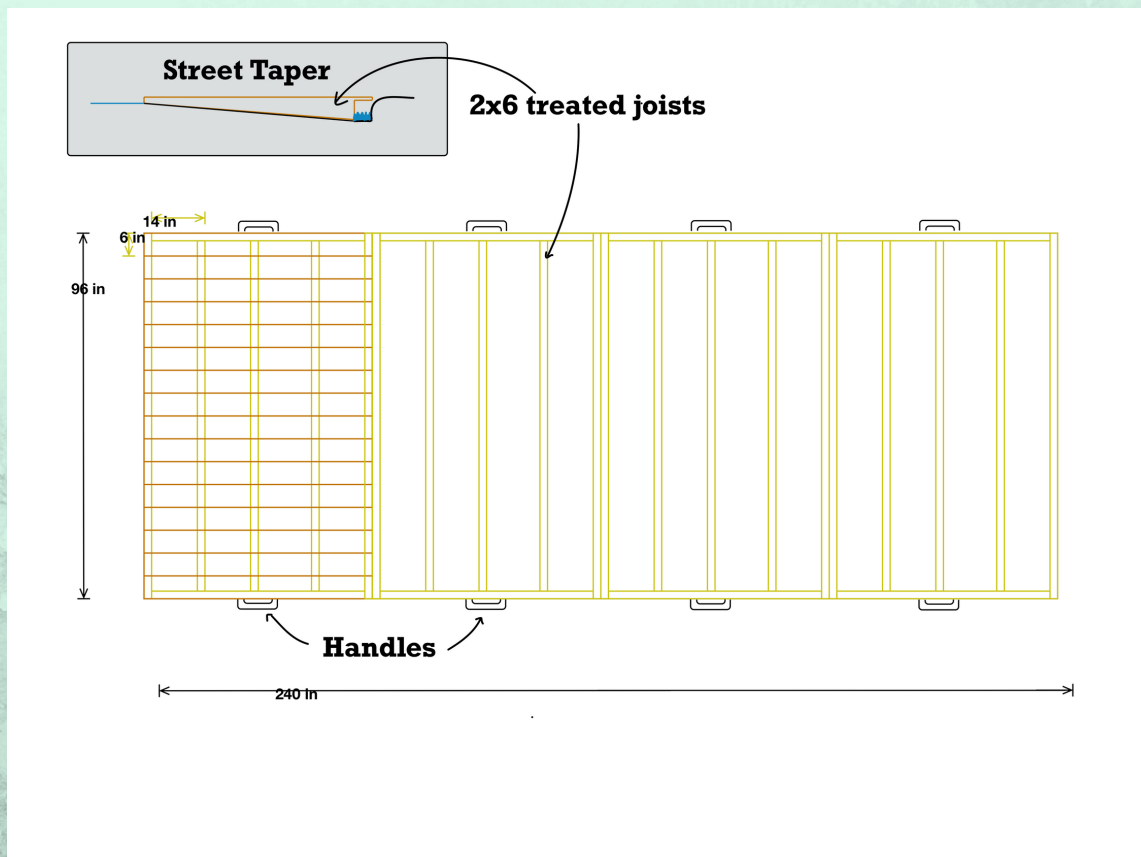
This conceptual development package is intended to provide 2 options for a parklet build-out which will be located in front of ADRC's coffee window.

Both parklet options are intended to be supplemented by various movable tables and chairs to accommodate ADRC's customer demand.

Both options are subject to change based on ADRC's and it's board's opinions.



Flooring

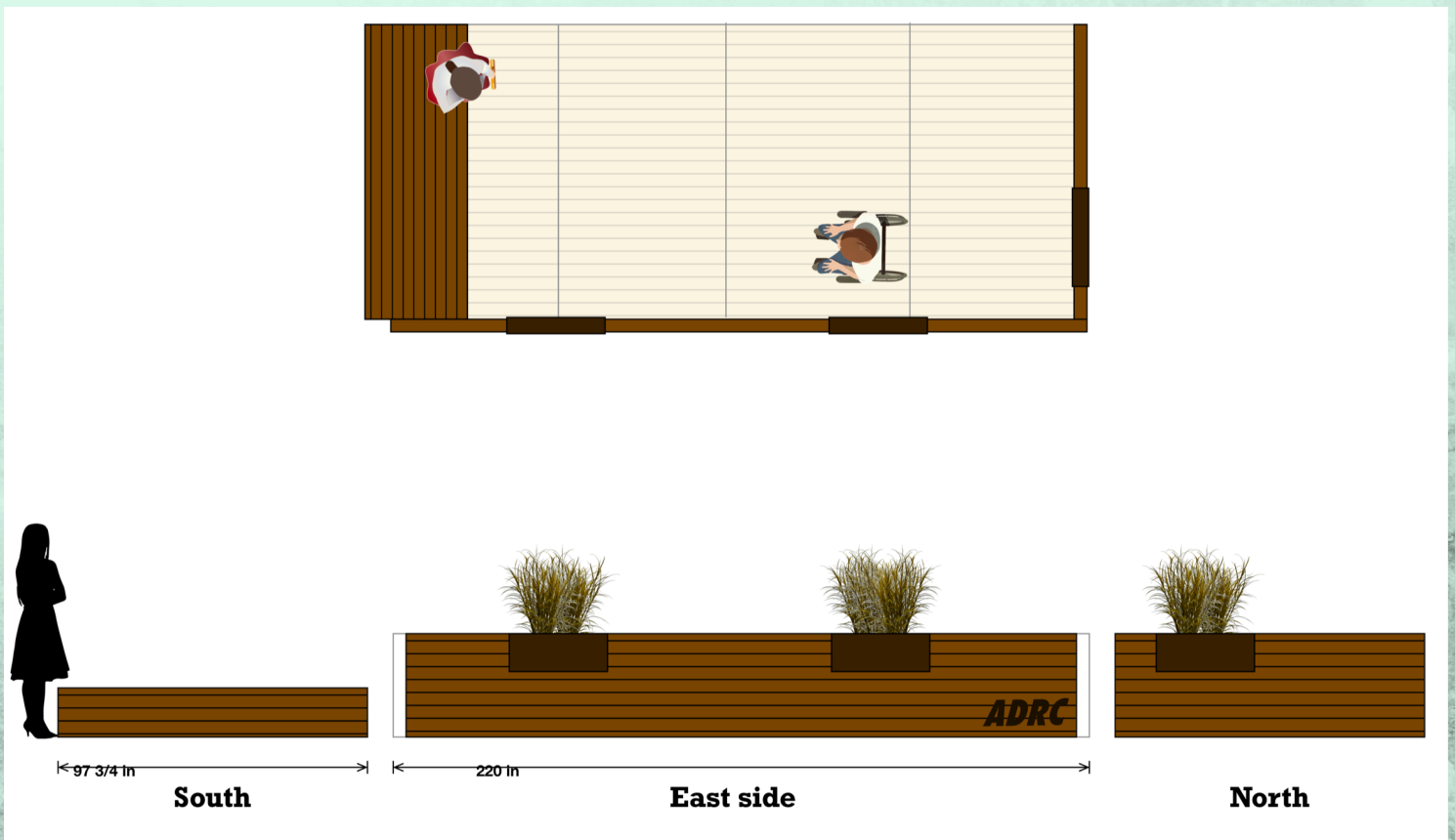


- Footprint of flooring dimensions: 8' X 20'
- Flooring breaks down into 4 movable segments
- Hand holds built into design
- Accommodates street taper



Option 1

Classic Parklet



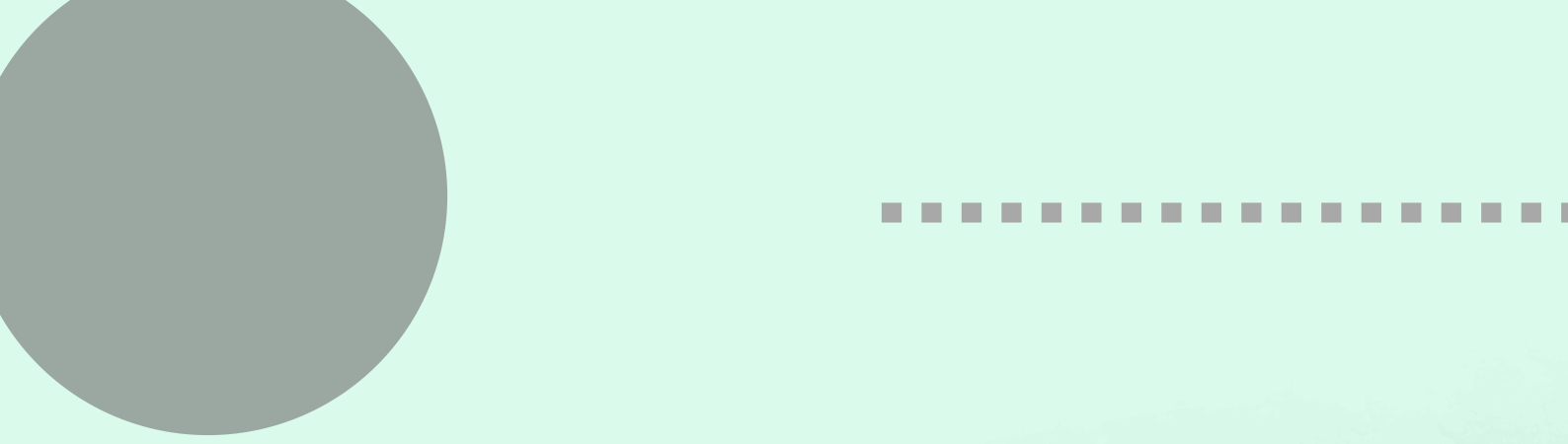
- Perimeter includes 2 walls and one lounge bench
- 3 metal planters can house live or fake plants
- Walls constructed out of robust hardwoods and cedar planking

Option 2

Interior Expression Parklet



- Includes all attributes of option 1
- Aluminum fabricated shading system
 - Hardwood glid internal grid
 - Exterior grade UV and water resistant shade cloth
- Hanging plant mounts
- Exterior grade mountable cushions for lounge bench
- Built-in interior bench opposite of lounge bench



Budget

Option 1

Includes design, planning, all construction materials (lumber, metal, fasteners etc.), labor, and installation.
\$6000

Option 2

Includes design, planning, all construction materials (lumber, metal, fasteners etc.), plants (fake or real), shade cloth, labor, and installation.
\$12,000





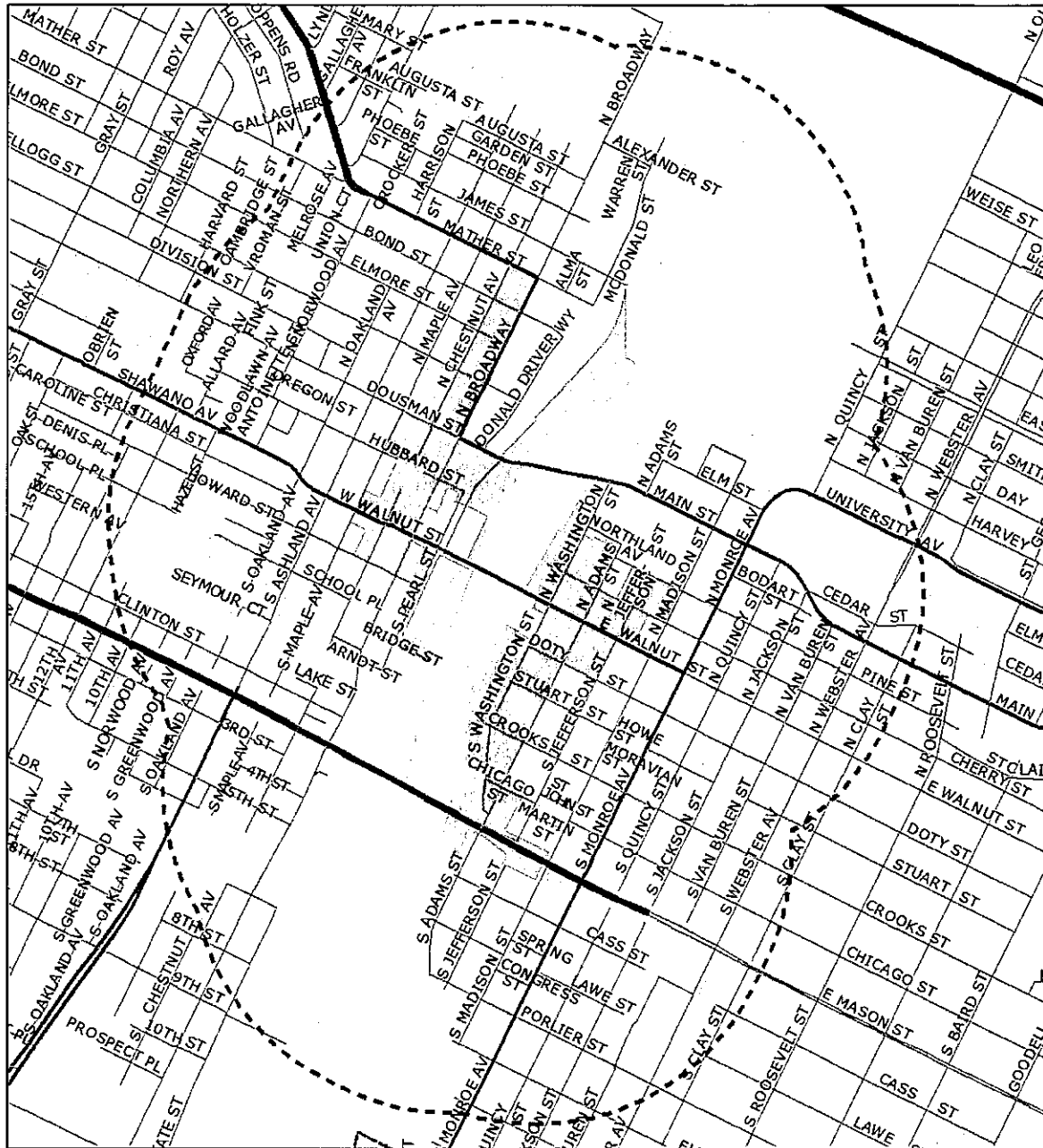
City of Green Bay Downtown Parklet Grant Program

Application Guide



**Department of Community & Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301
920.448.3400**

The Downtown Parklet Grant Program is funded by Tax Increment District (TID) #5. Therefore, grant funds are limited to projects located within a half mile of the boundaries of TID 5, as shown in the map below.



Grant Eligibility Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 29 Mar 2021 X:\Planning\Work Order Requests\2021\21.08 Parklets\Parklet Grant Area.mxd

0 0.25 0.5 Miles



--- Eligible Area (half-mile from TID 5)

--- Tax Increment Finance District

Parks

Parks

managed by a business/organization that is in good standing without significant community complaints, violations, or citations.

Application Approval Process & Timeline

To be considered for the first review period, applications must be submitted by July 9, 2021. If funds are still available after the first funding round, a second round will be offered with an application review period due date of August 13, 2021. Subsequent rounds/application due dates may be released if funds are available. The following steps are required as part of the application approval process.

1. Potential applicants are required to meet with City staff before completing their application to discuss the project location and preliminary design considerations. Meetings may be held in person at the proposed location of the parklet, or virtually via Zoom or Microsoft Teams. To schedule a meeting, please contact Erin Rovinski at 920-448-3305 or email erin.rovinski@greenbaywi.gov.
2. Applicants must submit a completed Downtown Parklet Grant application form, Parklet Permit Application Form, site plan, and detailed cost estimates to erin.rovinski@greenbaywi.gov.
3. Complete applications will be reviewed and scored by City staff from the departments of Public Works and Community & Economic Development. Staff will make a recommendation on approval to the Green Bay Economic Development Authority (EDA).
4. The EDA will consider applications at their next scheduled public meeting and will vote to approve or deny. EDA typically meets the first Monday every month at 5:00 PM.
5. If approved, City staff will prepare a grant agreement, and once executed the project may proceed.
6. Parklets must be constructed and installed within one year of the EDA approval date. Longer timelines may be considered in case of extenuating circumstances. Requests to extend an approved timeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Project Reimbursement Guidelines

Grants may fund up to 80% of approved project costs. Maximum funding levels are determined on a case-by-case basis but will not generally exceed \$5,000.

Grant funds will be provided in the form of reimbursement. Reimbursements may be issued once the grant recipient meets the following conditions:

1. Parklet is fully constructed and installed before the agreed-upon completion date as defined by the grant agreement.
2. Parklet complies with all applicable local, state, and federal policies, procedures, or laws.
3. Grant recipient or their contractor submits paid receipts of eligible expenses.

Vision Statement-for the Parklet

A place where everyone has a seat at the table-you belong

Describe the proposed parklet in detail, including location, safety considerations, and planned uses and amenities. Attach additional pages if necessary. Project Start Date: Project End Date:

This outdoor café space is intended to service the Grounded Café as additional seating while providing comfortable space surrounded by an equity and inclusion message. The Equity Parklet is a place where everyone belongs, can view our Mighty Seed Mural, and find themselves in the powerful inclusion messages hidden within. (See Mural Message Document)

This Parklet will be directly in front of the ADRC and Grounded Café 300 S. Adams Street and across from the police station. The Parklet plan is included in the outline in this application. It will span 1.5 parking spots, be level with the sidewalk and allow for additional café seating for our mission driven coffee house, Grounded Café. Grounded installed a walk-up window to our café during the pandemic that will be a helpful feature for the Parklet-customers can order, sit in the comfort of the covered Parklet and connect with friends while here.

Adams street is a 25 mile an hour roadway and metal structural elements will be included on the parklet's north side for safety. There will be overhead sun protection, benches, space for tables, and specially designed ADA features for our customers with disabilities. This accessibility is critical for our space and the parklet will highlight accessibility function and atheistic design as a positive element to our downtown businesses.

Bringing in green flowering elements will be critical that pull some of the healing power of the garden from our building mural out onto the parklet as an extension of that work. We chose Kent Hutchison as the Parklet designer and installers in order to bring artistic elements to the street. The ADRC has a Hutchison sculpture on the north end of our block that will also complement this design.

Explain why grant funds are needed to complete the project. Would the parklet project occur without the assistance or to a lesser degree? Attach additional pages if necessary

The ADRC/Grounded Café is a non-profit human service organization that is unable to use any of our contract-based government funding for any programs or building features that are specifically within our scope of service. Grounded Café was a social innovation model program that must sustain itself without federal or state resources, even when serving the mission of job training for persons with disabilities. In order for us to be able to sustain our café, increase business, and offer more opportunities for persons with disabilities we need to write grants and offer donation opportunities for people to support us.

We had 2 models of a Parklet designed by Kent Hutchison. One that is a basic model at low cost and one that would help us match our "outsides to our insides" Our drive to reduce stigma, asking for help, and reaching people sooner hinges on our image as a place that is welcoming to all people. We need to look, feel and function as a coffee house with great products and a comfortable environment. Respect for all people, if you have many resources or have only a penny in your pocket is important to us. Asking for help should be dignified and the space you receive help should look like place where anyone would want to hang out. We feel this Parklet will expand that vision.

Without the grant dollars we would not be able to build the parklet with our limited resources. We have solicited donations and requested modest support from our Board of Directors to help complete the project. This grant is critical to us moving forward.

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C. Summary of Proposed Grant-Eligible Costs	
Proposed Material (attach product information including brand, model, etc.)	Cost Estimate (attach estimate from contractor/supplier)
See Attached Cost, Materials and Design by Hutchison Art & Design LLC-Option 2	
Materials Total:	
Proposed Labor for Construction and Installation	Cost Estimate (attach estimate from contractor)
Labor included in estimate	
Labor Total:	
Other Proposed Costs (permits, licensing, etc.)	Cost Estimate (attach cost documentation as necessary)
See Attached Cost, Materials and Design by Hutchison Art & Design LLC	

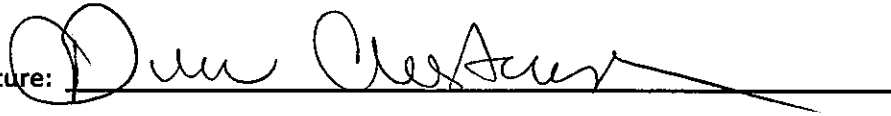
involved in the proposed project. False information, in addition to disqualifying me from any further consideration for financial assistance, may also subject me to litigation to recover the City's expenses related to reviewing this application and/or the costs to collect granted funds. I understand that the Economic Development Authority of the City of Green Bay may release information for public purposes regarding the project, excluding any confidential financial information.

Applicant Name (Print):

Title: Devon Christianson / Director

Applicant Company/Organization Name (Print): ADRC of Brown County

Applicant Signature:

A handwritten signature in black ink, appearing to read "Devon Christianson", written over a horizontal line.

Date:

7/9/2021

- (c) The finished surface of the parklet shall be flush with the top of curb within one-half (1/2) inch in vertical difference.
- (d) The Parklet shall not prohibit access to utilities located within the public right-of-way, and must be able to be removed upon 72-hour notice to provide access to utilities, if requested.
- (e) The Parklet owner shall be responsible for maintenance within the Parklet area, including garbage collection.
- (f) Reflective soft-hit posts shall be installed on each corner of the Parklet.
- (g) The outside, traffic-facing edge of the Parklet shall be protected by Manual of Uniform Traffic Control Devices-compliant object markers.
- (h) If the Parklet is to be used as a Sidewalk Café, as defined under Section 6.155, GBMC, applicant must also obtain a Sidewalk Café permit.
- (i) Parklet applicant shall be required to provide a Certificate of Insurance, listing the City of Green Bay as an additional insured, for the classifications and limits established by the City of Green Bay Risk Management Department.

(4) APPLICATION. Priority consideration will be given to applications submitted between the dates of November 1 and February 1. The Department of Public Works will consider all submitted applications between February 15 and May 1 of any given year, unless the Department of Public Works grants an extension due to issues raised during the application process. Applications submitted outside this time window will be reviewed on an as-submitted basis.

(5) FEE. The fee for a Parklet permit shall be \$200.00 for permits issued in 2020, and thereafter shall be established by resolution, at a rate of not less than \$200.00.

(6) DURATION OF PERMIT. A Parklet permit shall be valid throughout the period of three (3) calendar years, beginning on the date of issuance. The Parklet permit is non-transferrable without the written consent of the Director of the Department of Public Works.

(7) APPEAL PROCEDURE. Any person aggrieved may appeal the denial or revocation of a Parklet permit to the Improvement and Services Committee. The applicant shall file written notice of appeal with the City Clerk within seven (7) days after receiving notice of the denial. After obtaining receipt of the appeal, the Committee shall place the matter on the soonest Improvement and Services Committee agenda practicable for review.



Report to the Economic Development Authority of the City of Green Bay

MEETING DATE

August 2, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # E.2

Consideration with possible action on a Development Agreement with Moski Corp regarding the development of the properties located at 1300-1400 Block S. Huron Road.

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

BACKGROUND

Moski Corp. is currently the owner of Parcel 21-183, a 30 acre parcel of land, with the anticipation of developing a commercial/industrial business. In 2005, S. Huron Road was constructed and special assessments were levied upon and encumbering the property; which have increased over time and remain outstanding. When preparing for development, it was discovered that a considerable amount of the land area contains high quality, forested wetlands substantially limiting area suitable for building. The City owns Parcel 21-182-3, a 2 acre Outlot adjacent to the north with no anticipated future use. The Developer desires to develop the property and the City desires to preserve the wetlands. For the last few years, the City has been in discussion with the Developer to combine both properties and designate the eastern 1/3 for residential development, the western 1/3 for industrial park development and the southern 1/3 for permanent open space.

To facilitate these aims, the draft development agreement was negotiated. The sequence of events outlined within the Development Agreement includes:

1. Property transfer of the Developer owned 30 acre parcel (21-183) from the Developer to the City of Green Bay for the sum of \$1.00;
2. Upon acquisition of the parcel, the City will record permanent conservation easements prohibiting improvement to the land in and near the wetlands as depicted in Exhibit D of the draft Development Agreement;
3. Special assessments associated and special charges currently levied against the property will then be rescinded and Parcel 21-183 will be combined with a City owned 1.9 acre parcel (21-182-3);
4. The combined parcels will then be conveyed back to the Developer for the sum of \$190,000, allowing the developer to begin zoning actions and create construction documents necessary for the development of multiple-family housing on the eastern 1/3 of the property and future development on the western 1/3.

At this time the Developer is proposing the construction of three (3) two-story, fifteen (15)-unit structures and three (3) two-story, eight (8) unit structures for a total of sixty-nine (69) market-rate residential apartment units on the future parcel on the eastern portion of the subject property as depicted in Exhibit C of the draft Development Agreement. The City estimates that the project will be valued between \$5,500,000 - \$7,000,000 upon completion generating approximately \$135,000 in taxes annually with approximately \$54,000 directed to the City of Green Bay. The project is required to be completed no later than the end of 2026. It is anticipated that it will be completed sooner. The Developer intends to market the future parcel

on the western portion of the subject property for uses suitable for the business park; which, will be in coordination of the City's marketing efforts.

RECOMMENDATION

Staff is recommending approval of the development agreement and forwarding a final development agreement from the EDA to the City Council once reviewed, edited and approved by the City Attorney.

FISCAL IMPACT

The City estimates that the residential project will be valued between \$5,500,000 - \$7,000,000 upon completion generating approximately \$135,000 in taxes annually with approximately \$54,000 directed to the City of Green Bay. Additional unknown future value associated with the commercial/industrial portion of the property is also anticipated to be generated when developed.

ATTACHMENTS

- I. Kos-Huron-Draft Development-Agreement-07.28.21



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-XX

KOS HURON

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City")
and MOSKI CORP a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-183	0 S. Huron Rd.	30.250	\$30,300.00
21-182-3	1300 S. Huron Rd. Block	1.888	\$0.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately thirty-two and one hundred thirty eight thousandths (31.138) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of Three (3) two (2)-story fifteen (15)-unit structures (with attached garages) and three (3) two (2)-story eight (8)-unit structures (with detached garages) containing a total of sixty-nine (69) market-rate residential apartment units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2021, the Property has an aggregate assessed value of thirty thousand, three hundred dollars (\$30,300.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. Seven hundred twenty nine dollars (\$746.10) in total real estate taxes annually (assessed mill rate of \$24.63);
 2. Seven hundred twenty nine dollars (\$746.10) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.63); and
 3. Two hundred eighty six dollars (\$294.52) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be five million, five hundred thousand dollars (\$5,500,000), which is anticipated to yield approximately:

1. One hundred thirty five thousand, four hundred sixty five dollars (\$135,465) in total real estate taxes annually (assessed mill rate of \$24.63);
2. One hundred thirty five thousand, four hundred sixty five dollars (\$135,465) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.63); and
3. Fifty three thousand, four hundred sixty dollars (\$53,460) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

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

- F. The City desires to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- G. In order to induce Developer to undertake the Project, such that the Project will build new structures for individuals of all ages and abilities; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to enter into certain transactions with Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be

deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Base Value" means the aggregate assessed value of the Property on the first (1st) day of January of the year when this Agreement was executed, which shall be thirty thousand, three hundred dollars (\$30,300.00).
- D. "City" means the City of Green Bay, Brown County, Wisconsin.
- E. "Concept Plan" means the plan for the Project.
- F. "Developer" means MOSKI CORP, or any assignee of the same.
- G. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer or the City may propose and the City and may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- M. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

III. TRANSACTIONS

- A. Qualification. Developer shall demonstrate to the satisfaction of City a need for the transactions contemplated herein, with such determination to be made according to the “but for” test, that is, that but for the City participating in such transactions, the Project would not happen.
- B. First Property Transfer. By no later than November 30, 2022, Developer shall convey Tax Parcel 21-183 (0 S. Huron Rd.) to the City, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
- C. Permanent Conservation Easement. Upon acquisition of Tax Parcel 21-183 (0 S. Huron Rd.), the parties acknowledge and agree that the City shall prepare and obtain approvals for a Permanent Conservation Easement on the Property, which shall include prohibitions on constructing improvements within the contiguous forested wetland and on all land within thirty five (35) feet of such contiguous forested wetland, for which desired boundaries are herein attached as EXHIBIT D. Developer agrees that the Permanent Conservation Easement is a material requirement to this Agreement, and that but for the Permanent Conservation Easement, the City would not enter into this Agreement. Under no circumstances shall the Permanent Conservation Easement as identified in EXHIBIT D be reduced or amended.
- D. Special Assessments. In consideration of the Permanent Conservation Easement encumbering the Property, the City shall take all steps necessary to rescind all Special Assessments and Special Charges currently levied, and subsequently deferred, against the Property under §66.0701-0733 and §66.0627 Wis. Stats., the City Code of Ordinances, which is equivalent to approximately:
 - 1. One hundred sixty eight thousand dollars (\$168,000.00) at the time the original Special Assessment was levied in 2005; or
 - 2. Four hundred twenty one thousand dollars (\$421,000.00) as calculated in 2020 under provisions for deferred assessments within the City Code of Ordinances.
- E. Parcel Combination. The City shall take all steps necessary to combine Tax Parcel 21-183 (0 S. Huron Rd.), as encumbered, and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block) into one parcel. Upon recording of such action with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. D.
- F. Second Property Transfer. City shall convey the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block), to Developer, free and clear of Special Assessments and Special Charges identified herein Section III. D. of the Property as herein proposed, except for the Permanent Conservation Easement as herein described in Section III. E. and EXHIBIT D, via warranty deed, for the sum of one hundred ninety thousand dollars (\$190,000.00), and shall provide an owner's policy of title insurance at the time of conveyance.
- G. Preferred Forgivable Equity Investment. Concurrent with the Second Property Transfer described in Section III. F., the City shall take a Preferred Forgivable Equity Investment in the Project of two hundred thirty thousand dollars (\$230,000.00), which is the estimated value of the real estate that will be transferred to the Developer, plus the value of the outstanding deferred Special Assessments that will be waived by the City. The Preferred Forgivable Equity Investment shall be secured by the Property and shall survive the expiration of this Agreement. The Preferred Forgivable Equity Investment shall be reduced by one hundred fifteen thousand dollars (\$115,000.00) when the aggregate assessed value of the Property is greater than or equal to seven hundred and fifty thousand

dollars (\$750,000.00) prior to January 1, 2025. The Preferred Forgivable Equity Investment shall be eliminated in total when the aggregate assessed value of the Property is greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027. Should the aggregate assessed value of the Property fail to be greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027, the Developer shall pay the City the remaining Preferred Forgivable Equity Investment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to November 30, 2022, Developer shall submit a Concept Plan to the Director of Community and Economic Development for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the Permanent Conservation Easement as described herein.
- B. Construction Documents. Prior to November 30, 2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, to the Director of Community and Economic Development for approval, which shall include:
 - 1. Full-color elevations for all sides of all proposed structures; and
 - 2. Descriptions of all exterior building materials; and
 - 3. Other such essential items as may be reasonably determined by the City to be appropriate.
- C. Development Budget. Prior to November 30, 2023, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the Director of Community and Economic Development for approval, which shall include:
 - 1. Not less than two million dollars (\$2,000,000.00) in “hard” construction costs for the entire Project; and
 - 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders.
- D. City Approvals. The City shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the City shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City, or adversely affect the Concept Plan. The City will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the City or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the City and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the City proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control,

permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.

- F. Impact Fees. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City no later than November 30, 2023, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- H. Proof of Financing. By no later than November 30, 2023, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.
- I. Acquisition of Property. By no later than November 30, 2023, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- K. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- L. Use of Funds. Developer may use funds described herein only to fund Qualified Expenses as set forth in the approved Development Budget.
- M. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by the City of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than November 30, 2026. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.
- N. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement. Upon request of the City, Developer shall submit progress

reports during the course of construction. Upon request of the City, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- O. Copies of Documents. All documents from Developer to the City shall be submitted in triplicate.
- P. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- Q. Right of First Refusal. Developer shall provide City the right of first refusal to purchase the Property. This right of first refusal shall expire when the aggregate assessed value of the Property is greater than or equal to two million dollars (\$1,500,000).
- R. Transfer or Sale of Project Property.
 - I. Notice of Intent to Transfer. In addition to the right of first refusal granted herein, if Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the termination of this Agreement, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- S. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- T. Environmental.
 - I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 - 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City and their respective agents, officials, employees, representatives,

successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.

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

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

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

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

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

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;

- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of

its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

V. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Developer, then counsel for the City, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. Developer shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims

against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

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

- A. Existence. Developer shall have provided City a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City.
- D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned that the City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment on the Property as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - I. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Acceleration of Indebtedness. Accelerate the maturity of the indebtedness owed, and any obligations of the Developer thereto, pursuant to the Preferred Forgivable Equity Investment;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, or either of them, by virtue of the Event of Default.
- C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform their obligations under this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. The aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars (\$1,500,000.00) on January 1 for seven (7) consecutive years; or
 2. This Agreement is terminated because of an Event of Default; or
 3. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections IV. E., IV. I., IV. K., IV. P., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City, which shall not be unreasonably withheld.

- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to November 30, 2020, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
- I. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or
3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: Celestine Jeffreys, City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3016

To the Developer: Moski Corporation
Attn: Paul Kosmoski
1270 Main Street
Green Bay, WI 54302-1337
e-mail: paul@kosapts.com
facsimile: 920-432-9230

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City shall record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants

and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

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

**DEVELOPER:
MOSKI CORP**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of MOSKI CORP, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 2

THE CITY OF GREEN BAY and MOSKI CORP

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A Property Map



EXHIBIT B
Legal Description

Tax Parcel 21-183 | 0 S. Huron Rd.

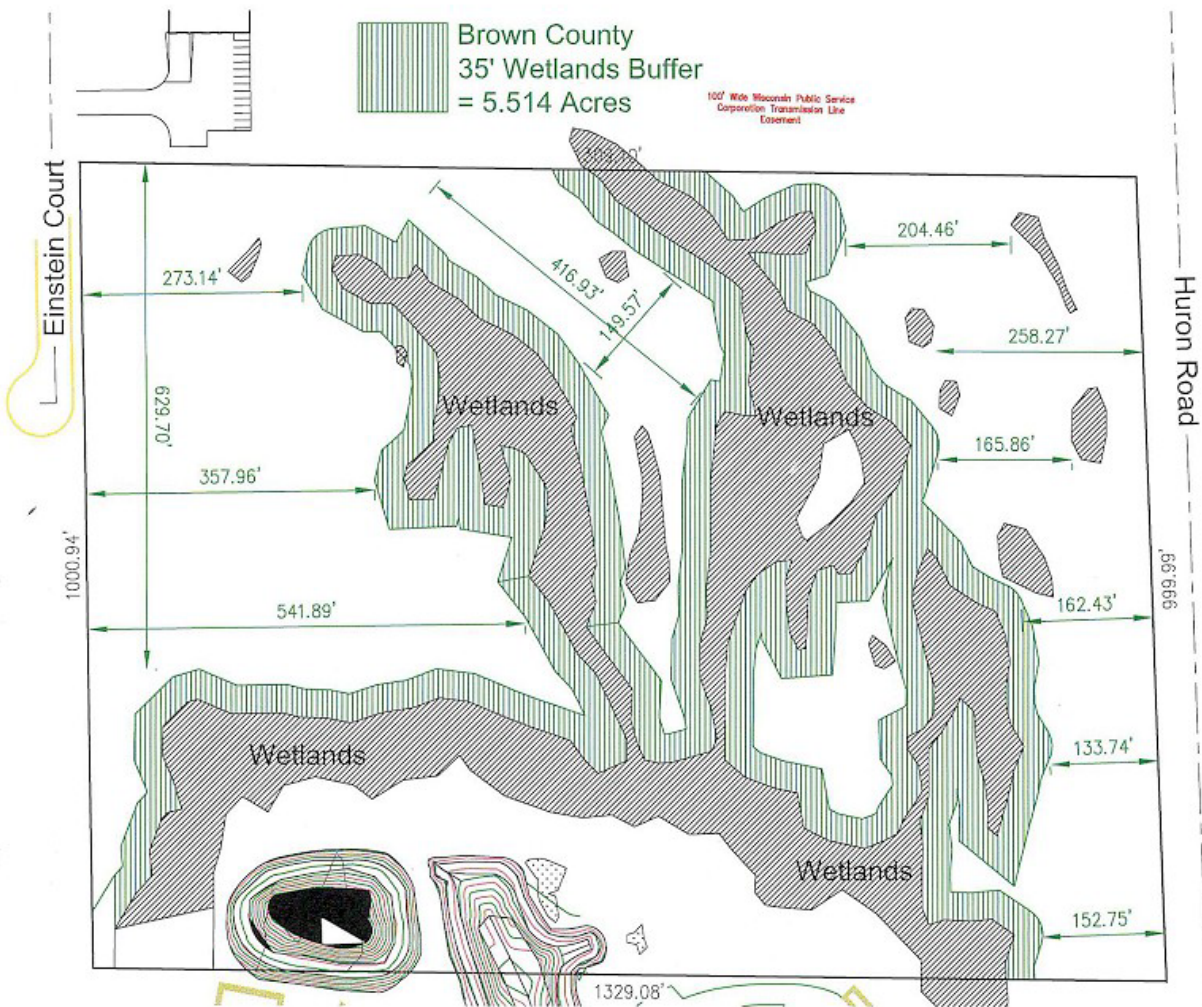
30.250 AC M/L
S 30 AC SE 1/4 SW 1/4 SEC 11 T23N R21E EX RD IN 2184178

Tax Parcel 21-182-3 | 1300 S. Huron Rd. Block

82,245 SQ FT
OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE1/4 SW1/4 SEC 11 T23N R21E

[illegible]

EXHIBIT D
Preliminary Permanent Conservation Easement





Report to the
**Economic Development Authority
of the City of Green Bay**

MEETING DATE

August 2, 2021

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # F.1

Staff update on the I-43 Expansion Project Roadmap.

BACKGROUND

Please find included with the agenda packet the I-43 updated roadmap timeline, boundary map, comparable land price table and land uses table.

RECOMMENDATION

Receive and place in file

FISCAL IMPACT

ATTACHMENTS

1. I-43 roadmap 7.28.21
2. I-43 East Area_Pot L-U wcity lots marked 7.31.19
3. Copy of I43 land price comparisons 2009-16
4. I-43 Exp_Industrial Uses Table_draft

	1-43 Business Park Development	May	June	July	August	September	October	November	December	Q1 2022	Q2 2022
Biz Team	Market Study - determine most desirable uses	Completed									
wt/rb	Contact commercial realtors for opinions/backup	Completed									
wt/rb	FMV determination for comparable properties	Completed									
db/Land Use	Look at boundries and phases (No phasing at this time)		Completed								
ns/sg/dpw	Determine Infrastructure /estimates/coordination			x	x						
ns/de	TID timing Niel and Diana			x	x						
db/er	Draft covenants and/or PUD through Land Use Team				x	x					
ns/db/wt	Dev. Team discusson and determination (Alder/EDA/Council)				x						
wt/rb	Contact owners and I-43 Businesses update and feedback				x	x					
db/er	Craft final covenants, PUD regs				x	x					
db/wt	Craft TID project plans				x	x					
ns/mayor	Development Team for endorsement and concurrence					x					
wt/rb/sg	Start land purchase negotiations dependent on #8					x	x	x			
ns/de	JRB meeting -established new TID					x	x				
ns/wt	RDA or EDA meeting - TID creation (*ck on this item)					x	x				
db/er	PC meeting - adopt covenants/PUD					x	x				
ns	Council meeting - finalize TID and covenants/PUD					x	x				
ns/de	JRB meeting - finalize/approve TID						x	x			
wt/rb	BuySell - Sell - Sell! :)							x	x	x	x

**Potential Land-Use
Composition for
I-43 Business Center – East**

**Potential I-43 Business
Center - East**

M-F (I-43E or
Separate)

Light to Medium
Industrial.
(I-43E)

Light to Medium
Industrial.
(I-43E)

Light to Medium
Industrial.
(I-43E)

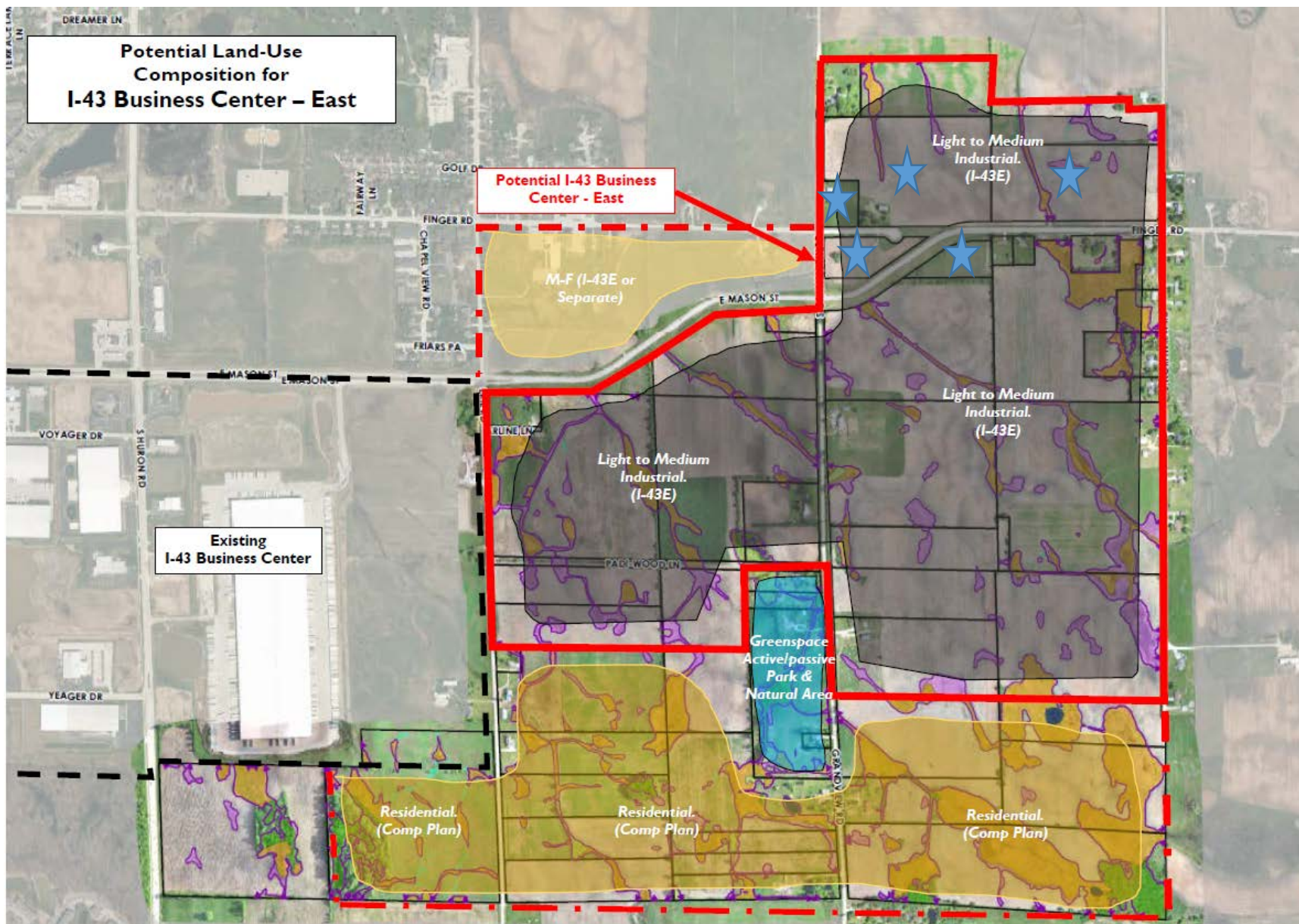
Greenspace
Active/passive
Park &
Natural Area

Residential.
(Comp Plan)

Residential.
(Comp Plan)

Residential.
(Comp Plan)

**Existing
I-43 Business Center**



**Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021**

COMMUNITY	PARK NAME	AVAIL ACRES	ZONING	2009 PRICE/ACRE	2013 PRICE/ACRE	2016 PRICE/ACRE
Appleton Matt Rehbein 920.832.6463	NE Business Park - w/rail access	14	Manufacturing	\$40,000-45,000	40,000	40,000
Ashwaubenon Allison Swanson 492.2301	Business Center (Packerland & Main)	27	Exec Office & Light Manufacturing	\$60,000-70,000	\$60,000-70,000	Not publishing a price waiting for a large development
De Pere Dan Linstrom	West Business Park	100	Industrial Exec Business	\$40,000 \$50,000	40,000-50,000	30,000-50,000
339.4043	East Business Park	120	Industrial	\$25,000	40,000-50,000	depends on zoning & location
Fond du Lac Diane Benson 920.322.3440	Fond du Lac West Industrial Park	10	Industrial	\$26,00 - \$30,000	26,000	26,000
	Fond du Lac Southwest Industrial Park - w/rail access	20	Industrial	\$24,000 - \$28,000	26,000	26,000
	Fox Ridge Business Park	200	Industrial	32,000 - 50,000	32,000-50,000	32,000-50,000
Green Bay	I-43 Business Center	14.5	Light Mfg	\$48,000		
			Bus Retail	\$75,000		
			Office B	\$60,000		
			Office A	\$125,000		
			Entertainment	negotiable		
	University Heights Commerce Center	110	Industrial	\$48,000 (negotiable)		
Howard Dave Wiese 434.4640	Landcaster Creek Business Park		Exec Office	\$60,000		

**Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021**

COMMUNITY	PARK NAME	AVAIL ACRES	ZONING	2009 PRICE/ACRE	2013 PRICE/ACRE	2016 PRICE/ACRE
	Brookfield Industrial Park (Wookdale Ave) w/Rail access		Industrial	\$32,000		
<i>Kaukana</i>	Kaukana Industrial Park North	37	Industrial	\$38,000-\$55,000	38,000	

Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021

COMMUNITY	PARK NAME	AVAIL ACRES	ZONING	2009 PRICE/ACRE	2013 PRICE/ACRE	2016 PRICE/ACRE
Kimberly <i>Dani Black</i> 920.788.7507	Opportunity Business Center	21	Business	\$60,000-100,000	60,000-100,000	
Little Chute Jim Moes 920.788.7380	Little Chute Industrial Park	20	Industrial	\$45,000	\$45,000	
Manitowoc Paul Brown 920.686.6930	I-43 Industrial Park Paul Brown	100	Industrial office	\$20,000	\$20,000	
Menasha Sam Schroeder 920.967.3650	Midway Business Park	15-45	Office / Business	\$34,000	\$34,000	
Neenah Chris Haese 920.751.4610	Southpark Industrial Center w/Rail Access	70	Industrial	\$50,000-\$55,000	35,000-45,000	

Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021

2021 Price/Acre
30-35,000 range
same
similar prices added
new website
26,000-30,000
26,000
32,000- 50,000
\$30-\$35,000
\$60,000
\$50,000
\$100,000
negotiable
\$30-\$35,000 negotiable
negotiable

Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021

2021 Price/Acre
negotiable
negotiable

Industrial/Business Park Land Price Comparisons
2009, 2013, 2016, 2021

2021 Price/Acre
full ?
\$10,000
full
35 -45,000 acre

Table 9-1. Principal Uses in the Industrial Districts

Use	I-43 Exp.	Dev. Stds.	Location limited
Production, Processing, and Storage			
Agricultural uses			
Limited production and processing	P	X	
Light industrial uses	P		
General industrial uses	C		
Heavy industrial uses			
Concrete, asphalt, and rock crushing facility			
Contractor yard	C		
Dry cleaning establishment, commercial laundry	P		
Research and development facility	P		
Material Recovery Facility (Major) (Amd. GO 8-09)			
Auto salvage yard, scrap yard			
Self service storage facility			
Wholesale and distribution facility	P		
Material Recovery Facility (Minor) (Cr. GO 8-09)			
Transportation Uses			
Ground transportation service	C		
Motor freight terminal	C	X	
Package delivery service	P		
Railroad switching yards and freight terminal			
Ship terminal or docking facility			
Public Service and Utility Uses			
Public safety/service facility	P		
Sewage treatment plant			
Telecommunication tower, wireless com. facility	C	X	
Solid waste disposal facility			
Substation/distribution equipment			
Yard waste site, municipal			
Office and Mixed Uses			
General office	P		
Government office	P		
Bank or other financial institution	P		Arterial Road
Clinic, healthcare facility	P		Arterial Road
Artist's studio			
Dwelling in conjunction with business			
Live-work unit			
Commercial Uses			
Accommodation and Food Service Uses			
Restaurant, * not including drive-through	P		Arterial Road
Restaurant* with drive-through	P		Arterial Road

Use	I-43 Exp.	Dev. Std.	Location limited
Service Businesses			
Personal service **			
Business service **	P		
Building maintenance, janitorial service	P		
Catering service	P		
Printing and publishing establishment	P		
Small appliance repair service	P		
Tool/equipment rental facility	P		
Animal hospital, veterinary clinic	C	X	Arterial Road
Animal grooming establishment	C		
Animal boarding facility, kennel	C	X	Arterial Road
Retail Sales			
General retail sales **	C		Arterial Road
Building material sales	P	X	
Contractor showroom	P		
Firearms sales and service			
Greenhouse, garden supply store	C		
Pawnshop			
Commercial Recreation and Entertainment			
Adult entertainment			
Health clubs, fitness centers	C	X	Arterial Road
Indoor recreational facility (Amd. GO 13-15)			
Marina			
Outdoor commercial recreation area			
Vehicle Services			
Automobile rental	C	X	Arterial Road
Convenience store	P		Arterial Road
Fuel/gas/service station	P	X	Arterial Road
Motor vehicle repair, major	C		
Motor vehicle repair, minor	P		Arterial Road
Surface parking lot (principal use)			
Drive-through facility	C	X	Arterial Road
Educational Uses (Amd. GO 10-18)			
School, specialty or personal instruction, etc.	C	X	
Group daycare center, preschool (9 or more children)	C	X	Arterial Road

Note: P = Permitted Use; C = Conditional Use

* Any establishment at which primarily alcoholic beverages are served must also meet the requirements of Green Bay Municipal Code, Chapter 6 – Licenses & Permits.

** See Land Use Definitions section for complete list of uses.



Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

August 2, 2021

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # F.2

Staff update on Brownfields Programs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None