AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, OCTOBER 19, 2021, 5:30 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, Melanie Parma, and Brighid Riordan.
   Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the October 19, 2021, special meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on a Resolution Authorizing the Sale and Issuance of $27,915,000* Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project) Approving the Execution of Related Documents, and Other Details (**preliminary number expected to be updated on the 19th in connection with pricing*)

2. Consideration with possible action regarding a development agreement regarding the future redevelopment and reuse of the property located at 216 S. Military Avenue.

E. Informational.

1. Next Regular Meeting: November 9, 2021 1:30 pm

F. Adjournment.

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

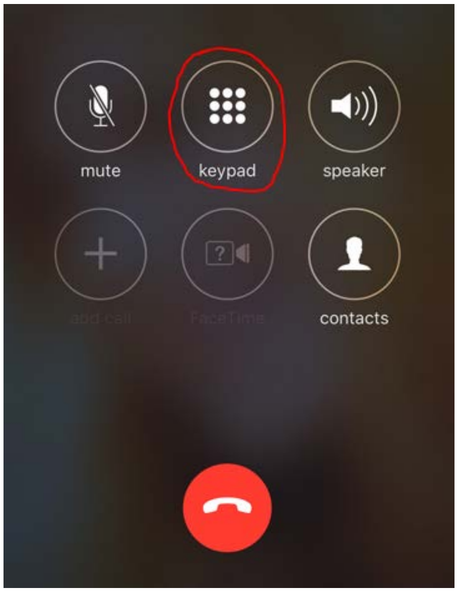
Dial by your location
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
Meeting ID: 831 8804 4732
Password: 084117
Find your local number: https://us02web.zoom.us/u/ktw1Wmza0

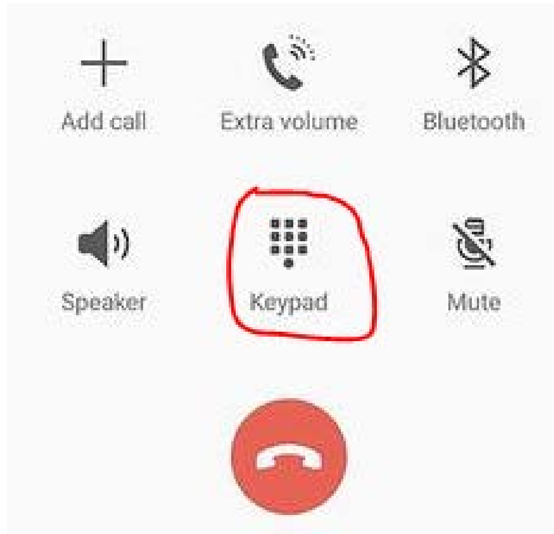
Additional Information

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.

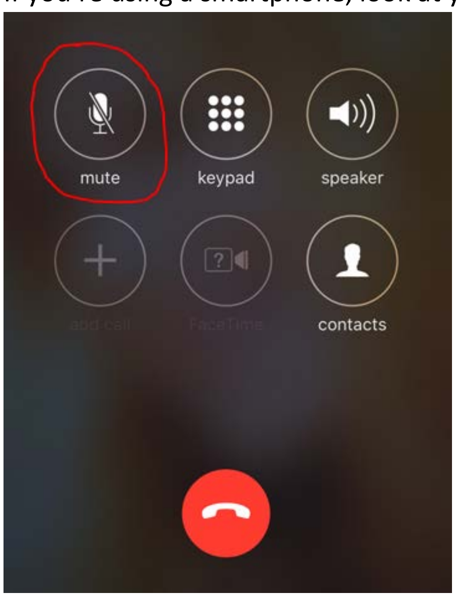
Calling into the Zoom meeting using a smartphone

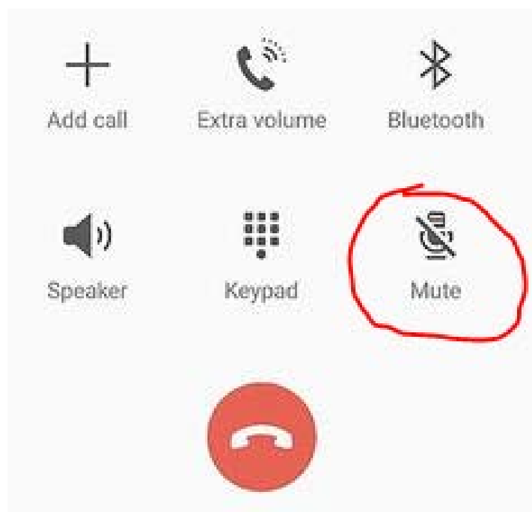
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen





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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Neil Stechschulte, Director

AGENDA ITEM # D.1

Consideration with possible action on a Resolution Authorizing the Sale and Issuance of $27,915,000* Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project) Approving the Execution of Related Documents, and Other Details (**preliminary number expected to be updated on the 19th in connection with pricing*)

BACKGROUND

At its August 10, 2021 meeting, the Authority approved an Initial Resolution authorizing issuance of Taxable Lease Revenue Refunding Bonds to refinance prior RDA debt issued to pay the cost of the KI Center Expansion. The refinancing is being undertaken to realize debt service savings and will also include funding for the December 1, 2021 interest payment, as it is expected room tax collections will be insufficient to cover that payment. The refunding bonds will be taken to market and priced on Tuesday, October 19, at which time the final par amount, interest rates and savings will be known. The resolution included with the agenda will be updated with the final sale details on Tuesday and will be available prior to the Authority meeting.

RECOMMENDATION

Staff recommends RDA approval of the resolution authorizing the sale and issuance of the refunding bonds subject to receiving final confirmation of sale results on Tuesday.

FISCAL IMPACT

Based on estimated pricing as of October 13, 2021, future value savings are anticipated to be approximately $8.8 million over the remaining 22 year life of the bonds. (Net present value savings are estimated at $6.7 million, or 27% of the principal amount of the refunded bonds). Actual savings will depend on market conditions on the day of sale and investor receptivity to the offering. The current savings estimate has increased from the original $7.1 million due to achieving an AA- rating from Standard & Poors' and the decision to purchase bond insurance from AGM as an additional measure of credit enhancement. The bonds being refunded are rated A2 by Moody's Investors Service.

ATTACHMENTS

1. Green Bay RDA 2021 KICC Expansion Ref Bonds - Authority Final Bond Resolution

REDEVELOPMENT AUTHORITY
OF THE
CITY OF GREEN BAY, WISCONSIN

October 19, 2021 **Resolution No. ____**

Resolution Authorizing the Sale and Issuance of
$[27,915,000] Taxable Lease Revenue Refunding Bonds, Series 2021
(KI Convention Center Expansion Project),
Approving the Execution of Related Documents,
and Other Details

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**") is a public body and a body corporate and politic organized by the City of Green Bay, Wisconsin (the "**Municipality**"), under Section 66.1333 of the Wisconsin Statutes (the "**Redevelopment Act**"), and is authorized by the Redevelopment Act:

(a) to acquire property necessary or incidental to an urban renewal program and to lease, sell, or otherwise transfer such property to a public body or private party for use in accordance with a redevelopment plan;

(b) to enter into contracts determined to be necessary to effectuate the purposes of the Redevelopment Act;

(c) to issue revenue bonds to finance its activities; and

(d) to issue refunding bonds for the payment or retirement of such bonds; and

WHEREAS, on November 18, 1997, the Authority adopted a resolution approving the Redevelopment Plan for Downtown Green Bay Redevelopment Area (the "**Redevelopment Plan**") with respect to the Downtown Green Bay Redevelopment District in the Municipality (the "**Redevelopment Area**"), the boundaries of which were designated by the Authority in its resolution adopted on October 14, 1997, declaring such area to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act; and

WHEREAS, the Authority and the Municipality have entered into a Cooperation Agreement, dated as of December 1, 2013 (the "**Cooperation Agreement**"), with respect to an expansion of the KI Convention Center (the "**Project**") on property located in the Redevelopment Area and any related site grading, landscaping, fencing, sidewalk and walkways, utility lines, and signage (together with the Project, the "**Municipal Development**"); and

WHEREAS, the Authority and the Municipality entered into a Lease, dated as of December 1, 2013 (the "**Lease**"), pursuant to which the Authority leases the Project to the Municipality; and

WHEREAS, in furtherance of the Cooperation Agreement and pursuant to an Indenture of Trust, dated as of December 1, 2013 (the "**Indenture**"), entered into between the Authority and Associated Trust Company, National Association (the "**Trustee**"), the Authority issued its $24,840,000 Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), dated December 10, 2013 (the "**2013 Bonds**"), the proceeds of which financed a portion of the Project; and

WHEREAS, the Authority has assigned to the Trustee its rights under the Lease pursuant to Assignment of Lease and Rents, dated as of December 1, 2013 (the "**Assignment**") and has granted to the Trustee a mortgage on the Leasehold Property (as hereinafter defined) pursuant to a Mortgage and Security Agreement, dated as of December 1, 2013 (the "**Mortgage**"); and

WHEREAS, the Indenture, the Cooperation Agreement, the Lease, and the Assignment provide for the issuance of additional bonds from time to time under the Indenture; and

WHEREAS, to take advantage of interest rate cost savings, the Authority desires to advance refund and defease the outstanding 2013 Bonds (the "**Refunding**") and thereby refinance the Project; and

WHEREAS, pursuant to the Cooperation Agreement, the Authority advanced the proceeds from the sale of the 2013 Bonds to the Municipality in exchange for a municipal revenue obligation of the Municipality (the "**2013 Municipal Revenue Obligation**"); and

WHEREAS, the Cooperation Agreement is in furtherance of the public purpose of fostering urban renewal in conformity with the Redevelopment Act and the Redevelopment Plan; and

WHEREAS, on August 10, 2021, the Authority adopted an initial resolution authorizing the issuance of the Bonds for the purpose of the Refunding; and

WHEREAS, in connection with the issuance of the Bonds the following proposed documentation has been prepared:

(a) a Bond Purchase Agreement, to be dated as of the date of adoption of this Resolution (the "**Bond Purchase Agreement**"), to be entered into by and among the Authority, the Municipality, and Robert W. Baird & Co. Incorporated (the "**Underwriter**"), setting forth the terms and conditions on which the Authority will sell and the Underwriter will purchase the Bonds; and

(b) a First Supplemental Indenture of Trust, to be dated as of November 1, 2021 (the "**Supplemental Indenture**"), to be entered into between the Authority and

Associated Trust Company, National Association, as trustee (the "**Trustee**"), which provides for the creation of the Bonds, the terms thereof, and the security therefor; and

(c) a First Supplement to Lease (Additional Bonds), to be dated as of November 1, 2021 (the "**Supplement to Lease**"), which supplements and amends the Lease, setting forth, among other things, an amendment to the schedule of rents sufficient (after certain credits) to pay the principal, and premium (if any), and interest due on the Bonds; and

(d) an Escrow Agreement, to be dated as of the date of issuance of the Bonds (the "**Escrow Agreement**"), to be entered into by and among the Authority, the Municipality, and the Trustee, providing for the Refunding; and

(e) a First Amendment to Assignment of Lease and Rents, to be dated as of November 1, 2021 (the "**Assignment**"), to be entered into by the Authority, assigning its rights under the Lease to the Trustee; and]

(f) a First Amendment to Mortgage and Security Agreement, to be dated as of November 1, 2021 (the "**Mortgage**"), by the Authority in favor of the Trustee, granting a mortgage on the Leasehold Property; and

(g) a municipal revenue obligation, to be issued to the Authority by the Municipality (the "**Municipal Revenue Obligation**") on the date of issuance of the Bonds in exchange for the 2013 Municipal Revenue Obligation; and

(h) A preliminary and a final offering document describing the Bonds, the Authority, and the Municipality; [and]

[WHEREAS, Assured Guaranty Municipal Corp. ("**AGM**") has issued a commitment to issue a policy of municipal bond insurance with respect to the Bonds (the "**Bond Insurance Commitment**");]

NOW, THEREFORE, be it resolved as follows:

Section 2. Additional Findings and Determinations.

The Authority previously found and determined, and hereby confirms, that the Municipal Development constitutes a "redevelopment project" within the meaning of the Redevelopment Act.

The Authority hereby finds and determines:

(a) That the estimated aggregate cost to effect the Refunding and paying the costs incident to the issuance of the Bonds will not be less than the principal amount of the Bonds; and

(b) That the payments required to be made by the Municipality under the Lease and the Supplement to Lease are sufficient in amount (together with any credits against rent which are also available for such costs) to pay when due the principal of, and premium, if any, and interest on, the Bonds.

(c) That financing the Refunding with the proceeds of the Bonds will serve the intended accomplishments of public purpose as set forth in the Redevelopment Act and in the Redevelopment Plan and will in all respects conform to the provisions and requirements of the Redevelopment Act.

Section 3. Authorization to Lease Leasehold Property; Execution of Supplement to Lease.

The Supplement to Lease is hereby approved. The payments by the Municipality under the Lease and the Supplement to Lease are hereby determined to be the fair market value of the Leasehold Property and related property interests in accordance with the Redevelopment Act, based upon the following considerations, among others:

(a) Said payments by the County under the Lease and the Supplement to Lease are sufficient to pay debt service on the Bonds, and therefore the Refunding is to be accomplished at no out-of-pocket cost to the Authority; and

(b) In accordance with the Cooperation Agreement, the use of the Municipal Development Property, which includes the property subject to the Lease (the "**Leasehold Property**"), has been restricted in a manner which carries out the objectives of the Redevelopment Plan for the prevention and alleviation of the conditions of urban blight found by the Authority and the Municipality to be present in the Redevelopment Area.

Subject to approval by the Municipality pursuant to the Redevelopment Act, the Chairperson and the Secretary of the Authority are hereby authorized and directed for and in the name of the Authority to execute and deliver the Supplement to Lease in the form presented herewith or with such insertions therein or corrections thereto as shall be approved by them consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 4. Designation, Denomination, Tenor, and Maturity of Bonds Created for Issuance.

The Bonds shall be issued under the Supplemental Indenture in the principal amount of $[27,915,000] and shall be designated:

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN
TAXABLE LEASE REVENUE REFUNDING BONDS, SERIES 2021
(KI CONVENTION CENTER EXPANSION PROJECT)

The Bonds shall become due and payable on the dates, in the amounts, and shall bear interest at the rates per annum set forth below:

Maturity Date (June 1)	Principal Amount	Interest Rate
2023	$,000	%
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	
2032	,000	
2033	,000	
2034	,000	
2035	,000	
2036	,000	
2037	,000	
2038	,000	
2039	,000	
2040	,000	
2041	,000	
2042	,000	
2043	,000	

Interest shall accrue from the original issue date and shall be payable semiannually on each June 1 and December 1, beginning on June 1, 2022.

The Bonds shall be issuable as fully registered bonds without coupons in denominations of $5,000 or any multiple thereof. Bonds and the interest thereon shall be transferable by and shall be payable to the registered owners thereof in the manner and with the effect provided in the Indenture. The principal of, and interest on, the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Trustee, as paying agent, or the office of any successor or additional paying agent designated by the Authority.

The Bonds shall be dated their original date of issuance. Each Bond shall be dated, as its registration date, the date of its authentication. The Bonds may be lettered and numbered as provided in the Indenture.

The Bonds shall be issued in the form therefor as set forth in the Supplemental Indenture, with such insertions therein as shall be necessary to comply with the terms of this Resolution and with such corrections therein, if any, as the approving bond attorney may require for conformity with the terms of this Resolution, the Indenture, and the Redevelopment Act.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. To the extent permitted by law, overdue principal, premium, if any, and interest shall bear interest at the same rate as was borne by the Bonds on the due date of the payment that is delinquent.

Section 5. Redemption of Bonds Prior to Maturity.

The Bonds shall be subject to redemption at the option of the Municipality on June 1, 20__ and on any date thereafter, at a price of 100% of the principal amount redeemed plus accrued interest to the redemption date.

[The Bonds maturing on June 1 in the years 20__, 20__, 20__, and 20__ (collectively, the "**Term Bonds**") shall also be subject to mandatory partial redemptions by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Authority will redeem the following principal amounts of the Term Bonds:]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20		,000
20		,000
20		,000
20		,000
20		,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20	(Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the applicable Sinking Fund Redemption Date, and no premium will be paid].

The Bonds shall be subject to mandatory redemption as provided in Section 3.02 of the Indenture.

Section 6. Execution and Authentication of Bonds.

The Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of its Chairperson, countersigned with the facsimile or manual signature of its Secretary, and shall have impressed, imprinted, or otherwise reproduced thereon an official seal, if any, of the Authority or a facsimile thereof. No Bond shall be issued unless first authenticated by the Trustee (as fiscal agent and bond registrar), to be evidenced by the manual signature of an authorized signatory of the Trustee on each Bond.

Section 7. Designation of Trustee.

The Authority has previously designated, and hereby confirms the designation of, Associated Trust Company, National Association, to perform the functions of Trustee, bond registrar, fiscal agent, and paying agent under the Indenture and the Supplemental Indenture.

Section 8. Bonds as Limited Obligations.

The Bonds and interest thereon shall never be or be considered a general obligation of the Authority or the Municipality or an indebtedness of the Authority or the Municipality within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Authority or the Municipality or a charge against their general credit or the Municipality's taxing powers.

Section 9. Source of Payment; Pledge of Revenues.

The Bonds shall be limited obligations of the Authority payable by it, on a parity basis with all prior and additional bonds issued and outstanding under the Indenture, solely from revenues and income derived by or for the account of the Authority from or for the account of the Municipality pursuant to the terms of the Lease, the Municipal Revenue Obligation, and the Indenture; including without limitation: (i) all payments by the Municipality pursuant to the Lease, as supplemented from time to time, (ii) all other payments with respect to the Municipal Revenue Obligation and similar obligations issued and to be issued from time to time by the Municipality in connection with the issuance by the Authority of [prior and] additional bonds under the Indenture, (iii) amounts derived by recourse to the Mortgage or the Assignment, and (iv) all cash and securities held from time to time in the trust funds held by the Trustee under the Indenture, and the investment earnings thereon.

As security for the payment of the principal of, and interest on, the Bonds (and such prior and additional bonds), the Authority has pledged and assigned to the Trustee all its right, title, and interest in and to the Trust Estate described in the Indenture.

Section 10. Trust Funds.

The trust funds and accounts created under the Indenture and Supplemental Indenture are to be held in the custody of the Trustee and applied for the uses and purposes provided in the Indenture and the Supplemental Indenture, and are hereby authorized and approved.

Section 11. Investment of Trust Funds.

Any moneys held as a part of the trust funds held by the Trustee under the Indenture and the Supplemental Indenture may be invested and reinvested by the Trustee in accordance with the Indenture and the Supplemental Indenture.

Section 12. Execution and Delivery of the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement.

The terms and provisions of the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement are hereby approved. The Chairperson and the Secretary are hereby authorized for and in the name of the Authority to execute and deliver the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement in the forms thereof presented herewith, or with such insertions therein or corrections thereto as shall be approved by them consistent with this resolution and the terms of the Redevelopment Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 13. Surrender of 2013 Municipal Revenue Obligation.

The Authority is hereby authorized and directed to surrender to the 2013 Municipal Revenue Obligation to the Municipality on the date of issuance of the Bonds in exchange for the Municipal Revenue Obligation.

Section 14. Sale of Bonds.

The Authority has negotiated for the sale of the Bonds to the Underwriter at a purchase price of $____________________. Given the purposes of the Bonds and the involvement of the Authority therewith, it is the determination of the Authority that the Bonds shall be hereby awarded to the Underwriter at the price aforesaid with delivery to follow in the manner, on the date and subject to the conditions set forth in the Bond Purchase Agreement.

Section 15. Official Statement.

The Authority authorizes, ratifies, and approves the preliminary offering document prepared and distributed in connection with the sale of the Bonds, and authorizes and approves the final version of such document (the "**Official Statement**") to be prepared and distributed prior to the issuance of the Bonds; *provided*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Chairperson or the Secretary approve. The Chairperson or the Secretary are authorized and directed to execute copies of the Official Statement and deliver copies of the Official Statement to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modification.

Section 16. [Bond Insurance.]

[The appropriate officers of the Authority are hereby authorized and directed to take all actions necessary to obtain municipal bond insurance with respect to the Bonds from AGM upon the terms and conditions to be set forth in the Bond Insurance Commitment.]

Section 17. General Authorizations.

The Chairperson and the Secretary and the appropriate deputies and officials of the Authority in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances (including deeds, leases, and easements), notices, and records, including any documents or instruments relating to the conveyance, sale, transfer, release, or amendment of any portion of the Municipal Development Property, the Leasehold Property, or any document or instrument relating thereto, or to the acquisition or conveyance of any other real or personal property or interest therein in respect of the previously existing KI Convention Center or the Project, in connection with the issuance of the Bonds, or in the future, and to take such other actions as shall be necessary or desirable, to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Authority under the Bonds, the Cooperation Agreement, the Bond Purchase Agreement, the Lease, the Supplement to Lease, the Indenture, the Supplemental Indenture, the Assignment, and the Mortgage.

In the event that said officers shall be unable by reason of death, disability, absence, or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Bonds, the Bond Purchase Agreement, the Supplement to Lease, the Supplemental Indenture, or the Escrow Agreement), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Authority.

Section 18. Publication of Notice.

Notice of the sale of the Bonds, in the form attached hereto as Exhibit A, shall be published promptly after the execution of the Bond Purchase Agreement in the official newspaper of the Authority as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The Secretary shall obtain proof, in affidavit form, of such publication, and compare the Notice as printed with the form attached hereto as Exhibit A to confirm that no mistake has been made therein.

Section 19. Effective Date; Conformity.

This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Adopted: October 19, 2021

____
Gary Delveaux, Chairperson

____
Neil Stechschulte, Secretary

EXHIBIT A

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On October 19, 2021, a resolution was offered, read, approved, and adopted whereby the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**"), entered into a contract to sell an issue of lease revenue refunding bonds (KI Convention Center Expansion Project) under Section 66.1333 of the Wisconsin Statutes, as amended, in the principal amount of $[27,915,000] It is anticipated that the closing of the bond financing will be held on or about November ___, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the Secretary of the Authority, at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin 54301.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: October ____, 2021

/s/ Neil Stechschulte
Secretary

CERTIFICATIONS BY SECRETARY

I, Neil Stechschulte, hereby certify that I am the duly qualified and acting Secretary of the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**"), and as such I have in my possession, or have access to, the complete corporate records of said Authority and of its Commissioners (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

Resolution Authorizing the Sale and Issuance of
$[27,915,000] Taxable Lease Revenue Refunding Bonds, Series 2021
(KI Convention Center Expansion Project),
Approving the Execution of Related Documents,
and Other Details

I do hereby further certify as follows:

1. **Meeting Date.** On October 19, 2021, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On October ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Authority's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On October ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice.

4. **Open Meeting Law Compliance.** Said meeting was a special meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present.** Said meeting was duly called to order by the Chairperson (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of Governing Body members in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

8. **Publication of Exhibit A to Resolution.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the newspaper specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal, if any, of the Authority hereto on October ____, 2021.

[SEAL]

____
Secretary

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Neil Stechschulte, Director

AGENDA ITEM # D.2

Consideration with possible action regarding a development agreement regarding the future redevelopment and reuse of the property located at 216 S. Military Avenue.

BACKGROUND

At its September 14th meeting, the RDA approved general terms and conditions for a development agreement for a redevelopment project at 216 S. Military Avenue. Staff has completed its initial drafting and first legal review of the development agreement for the redevelopment of 216 S. Military Avenue. The attached draft reflects the terms previously presented to the RDA, and has been sent to the Developer's legal counsel for review and comment, which will be shared with the RDA at the meeting.

The primary terms are 1) the Developer is to provide a formal concept plan to the City before the end of 2024, and 2) the Developer is seeking zoning approval of temporary uses in the existing structure for a three-year period.

RDA action is required on this item to allow it to proceed to the November 2nd City Council meeting. (There is not a regular second Council meeting in November.)

RECOMMENDATION

Staff recommends RDA approval of the development agreement subject to final review by the City Attorney and the Developer, and forwarding it to the City Council for final approval on November 2, 2021.

FISCAL IMPACT

No significant short term fiscal impact is currently anticipated. Long term usage of the existing building as industrial use could cause the property valuation to decrease, and could potentially have an impact on neighboring property values as well. Adding additional residential and/or commercial uses to the site would most likely increase the property's valuation.

ATTACHMENTS

1. HJ Martin Site Redevelopment DA Draft to Ryan Krumrie

DEVELOPMENT AGREEMENT 21-__

H.J. MARTIN REDEVELOPMENT OF FORMER SHOPKO SITE AT 216 S. MILITARY AVE.

This Development Agreement is made this _________ day of ___________________________, 2021,

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

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

and Martin Neufeld LLC, also known as H.J. Martin, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
6-266-E	216 S. Military Ave.	8.362	$3,571,400

B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately eight and three hundred sixty-two thousandths (8.362) acres of land. A map of the Property is herein attached as EXHIBIT A; the legal description of the Property is as follows:

Lot 1 of 5 Volume 5 Certified Survey Maps, Page 177, Map Number 1366, Document number 802454, Being Part of Private Claim 1 West and Being Part of Vacant Strip in the City of Green Bay, West of the Fox River, Brown County, Wisconsin.

C. Developer intends to complete a Project to temporarily reuse and redevelop the Property, which includes the following:

1) A future addition of a new commercial, residential and/or mixed-use building or buildings to be determined in the future, and/or the reuse of the existing structure for commercial or mixed-uses, subject to approval of a concept plan, future rezoning and possible land division, all as determined to be necessary by the City.

2) An immediate temporary reuse of the existing retail building for warehousing, employee training and leased space for product assembly and maintenance by Bellin Health or their direct affiliate.

   a. The temporary use shall be governed by a Planned Unit Development ("PUD") overlay zoning designation subject to the review and approval by the Plan Commission and the City Council.

   b. The requested PUD shall address the storage of the following materials to be stored in the existing building:

      i. Flooring Materials (Hardwood, Ceramic Tile, Vinyl, Carpet, Carpet Pad)
      ii. Flooring Sundries (Adhesive, Caulk, Grout, Metals)
      iii. Tools & Equipment (Power tools, Hand tools)

iv. Acoustical Ceiling Tile & Grid
v. Shower Doors & Mirrors
vi. Wheelchairs
vii. Oxygen Tanks
viii. Other Medical Equipment

c. [THINK WE NEED TO ALSO ADDRESS TRAINING FACILITY USE(S).]

d. The permanent future use of the structure with the proposed temporary use will be determined in a future rezoning and/or land division of the Property.

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

D. Developer and the City acknowledge that the proposed temporary uses of warehousing, employee training and leased space for product assembly and maintenance by Bellin Health or its direct affiliates are not permitted by the current C-3 Community Center Commercial zoning and are inconsistent with the City's adopted 2022 Smart Growth Comprehensive Plan, and are being considered only in the context of future redevelopment plans for the site. The temporary uses as listed are in no way intended to set a precedent in any manner for allowing these types of uses in commercial districts.

E. The City and RDA desire to provide the Developer the opportunity to temporarily utilize the existing structure and site in order to provide time to market the site for more appropriate uses as well as to maintain some economic activity and tax base for the community, consistent with the City Comprehensive Plan and the City Zoning Ordinance.

F. In order to induce Developer to undertake the Project, such that it will bring new investment to the area and so that the public will generally benefit, the City has agreed to allow the Developer to pursue approval for the temporary uses in exchange for cooperatively planning for the redevelopment of the property which is expected to take place within the next 3 years as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

D. Purpose of the Agreement. In order to allow the Project to occur and to induce Developer to undertake the Project as well as the marketing and future compliant redevelopment of the Property, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the parties herein intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property when this Agreement was created, which shall be three million five hundred seventy-one thousand and four hundred dollars ($3,571,400)

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

F. "Concept Plan" means the plan for the project which shall include but not be limited to:

1. Architectural renderings, elevations, and list of building materials

2. Building site plan that identifies existing and new building dimensions, site dimensions, setbacks, easements, public rights of way, parking areas, driveway locations, and any other improvements on the site.

3. Utility plan that identifies existing and new public and private utility connections including but not limited to water, sanitary sewer, storm water, electric, natural gas, telecommunications, and any other utility infrastructure and related easements.

4. Storm water management plan that identifies conveyance, storage and treatment of storm water in accordance with City ordinances.

5. Landscaping plan that identifies any required or proposed planting, screening or other beautification of the site.

6. Lighting plan that identifies any exterior lighting on the building and site.

7. Signage plan that identifies any on building and any other publicly visible signage on the site

8. A building and site restoration plan (if necessary)

9. Traffic impact analysis (if determined to be necessary by the Department of Public Works at time of submittal)

G. "Developer" means Martin Neufeld LLC, also known as H.J. Martin, or any assignee of the same.

H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:

1. Exhibit A – Map of the Property

2. Exhibit B – Preliminary Concept Plan

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

J. "Plans and Specifications" means the plans and specifications necessary to design, review, and construct all or part of the Project.

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

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

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

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

1. road, pedestrian, and bicycle improvements; and

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

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

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

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

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

O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.

P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

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

R. "Temporary Use" means any land uses intended to only be permitted for a short-term, fixed period, and intended to be replaced by a permitted use or uses after the herein agreed upon three (3) year period.

III. OBLIGATIONS OF DEVELOPER

<u>Planned Unit Development Zoning for Temporary Uses</u>. The Developer shall obtain a Planned Unit Development ("PUD") overlay zoning designation over the property to temporarily permit warehousing, employee training and leased space for product assembly and maintenance by Bellin Health or their direct affiliates. The application for the PUD shall be reviewed in accordance with all applicable City and RDA standards and procedures. The PUD shall not constitute a property right of the Developer and its existence is solely contingent and predicated upon this Agreement being in full force and effect. Any termination of this Agreement shall automatically and immediately terminate the PUD without further notice to the Developer. The Developer acknowledges and agrees that a failure to comply with any of the PUD obligations and terms shall be grounds for termination of this Agreement as set forth in Section VII.

A. The expiration of the PUD shall be December 31, 2024. The application for the PUD zoning shall include, but not be limited to, the following obligations and terms

1. A detailed building plan and site illustrating the areas for each of the defined temporary uses
2. A list of permitted materials and equipment to be stored indoors.
3. Screening of loading areas from public streets and adjacent uses.
4. Prohibition of outdoor storage, outdoor displays, and long-term parking or vehicle storage
5. Ensuring adequate ingress and egress from each use area in the existing building.
6. Ensuring traffic patterns to and from the building are routed in the least disruptive manner from adjacent areas.
7. Ensure that parking for employees and customers is located in the least disruptive areas away from adjacent areas.

8. A plan for any improvements to the exterior of the building including landscaping and lighting.
9. Requirements for minimum property maintenance standards.

B. Extension of Temporary Uses. The Developer may request up to Two (2), One (1) - year extensions for the temporary use. Such requested extensions shall be reviewed for approval by the RDA and or the City based on the following factors: Developer is able to 1) demonstrate significant activity and progress related to the future redevelopment of the site, and 2) show consistent code compliant maintenance of the property and structure(s), including the temporary uses, in compliance with the applicable zoning and general ordinance requirements of the City.

C. Concept Plan. The redevelopment of the Property shall require the creation of a full Concept Plan as defined in this Agreement, to be submitted to the City no later than December 31, 2024, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. Failure to provide said concept plan shall be considered a default by the Developer as contemplated under the terms of this Agreement.

D. Future Requests. The Future Project may be subject to additional requirements not addressed in this Agreement and will need to be addressed at a future time including but not limited to rezoning, variances, land division, development agreement amendment(s) and the potential request by the Developer for financial assistance.

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

F. Compliance with Planning; Zoning; Permits and Use. Be it understood that the RDA does not have regulatory control over the property. Therefore, Developer shall obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

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

4. Developer acknowledges that failure to abide by and maintain any and all of the requirements of the temporary PUD zoning will result in the automatic termination of the PUD, revocation of the temporary uses, ordering the immediate cessation of the uses previously permitted under the overlay zoning, and subject the Developer to any and all enforcement actions permitted by law as well as termination of this Agreement.

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

H. Reports and Information. During the period before the commencement of construction of the Project, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of planning.

I. Copies of Documents. All documents from Developer to the City or RDA shall be submitted electronically and in paper form.

J. 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.

K. Transfer or Sale of Project Property.

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

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

L. 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.

M. Environmental.

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

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

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

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

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

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

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

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

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

    a) Bodily Injury by Accident – 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, RDA, 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 or RDA.

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 or RDA. 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 III. N. 1. to III N. 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.

O. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and 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 or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be

entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

IV. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material 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 is currently zoned for commercial and retail uses and Developer shall obtain a Planned Unit Development Overlay zoning designation for the requested temporary uses described in this Agreement. If granted, the Developer shall ensure that it 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 or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

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

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VII. DEFAULT

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

1. Failure to comply with PUD. Developer fails to comply with any of the obligations and terms of the Planned Unit Development overlay zoning designation. Such default shall automatically terminate the PUD and this Agreement without further notice to the Developer.

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 or RDA; 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 or RDA, 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 or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

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

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

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

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

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

3. Specific Performance. Sue for specific performance;

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

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

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

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

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

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

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

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

VIII. TERMINATION

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

1. This Agreement is terminated because of an Event of Default; or

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

B. Survival of Certain Provisions. Sections III. F., III. G., III. K. 2., III.K 3., III. L., III. M. 2., III. O., IV. A., IV. B., IV. C., IV. D., VI. C., VI. D., VI. E., VI. G., VI. K., VI. L., VII. B., VII. D., VII. E., VII. F., IX. B., IX. C., IX. G., IX .J., IX. M., IX. O., IX. P., and IX. R. shall survive the termination of this Agreement.

IX. 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 and RDA, until the obligations of the Developer hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

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

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

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 DECEMBER 31, 2021, 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:

1. 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: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferies@greenbaywi.gov facsimile: 920-448-3010
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: neil.stechschulte@greenbayi.gov facsimile: 920-448-3426
To the Developer:	Martin Neufeld LLC Attention: ____________ Insert Address Here Insert Address Line 2 Here Insert Phone

Insert email

with a copy to: Attorney Ryan D. Krumrie
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 200
Green Bay, WI 54301
(920) 430-1900
rkrumrie@hdz-law.com

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 may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, 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, City and RDA as of the day and year first written above.

DEVELOPER:
Martin Neufeld LLC

By: ____

____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2021, the above named ___________________________ , a member of Martin Neufeld LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, __________________ County, Wisconsin
My Commission Expires ___________________________

Signature page 2 of 2

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME

THE CITY OF GREEN BAY

By: ____
Eric Genrich, Mayor

By: ____
Celestine Jefferies, 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

Preliminary Concept Plan

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # E.1

Next Regular Meeting: November 9, 2021 1:30 pm

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None