



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

THURSDAY, NOVEMBER 18, 2021, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Barbara Dorff, Deby Dehn, Kathy Hinkfuss, 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 November 18, 2021, special meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action on an amended development agreement with TWG Development, LLC and DDL Holdings, LLC for Tax Incremental Financing assistance for a project at 419 Donald Driver Way, also known as the Fort at the Railyard.
2. Consideration with possible action on an amended development agreement with Legacy Green Bay, LLC for Tax Incremental Financing assistance for a hotel project at 1004 Brett Favre Pass.
3. Consideration with possible action on general terms and conditions for tax incremental financing assistance for a redevelopment project at 216-222 Cherry Street.
4. Consideration with possible action on awarding a bid for architectural and engineering services for Leicht Memorial Park Master Planning, Shelter and Stage.

5. Consideration with possible action on the MF Housing Partners, LLC request for development subsidies including HOME funding, TIDAH funding, and land disposition to support the development of affordable, multi-family housing on the 1100 Block of East Walnut Street.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

E. Informational.

1. Update on Housing Study.
2. Director's report and project updates.
3. Next Regular Meeting: December 14, 2021 at 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

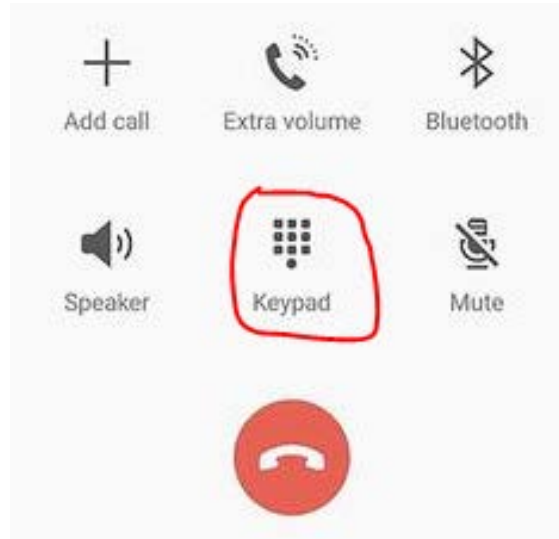
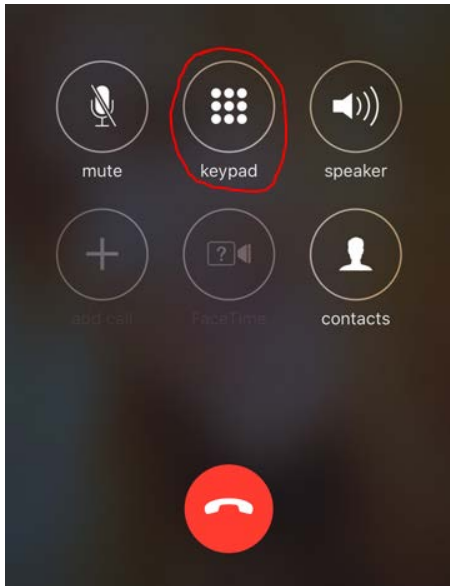
Find your local number: <https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09>

Additional Information

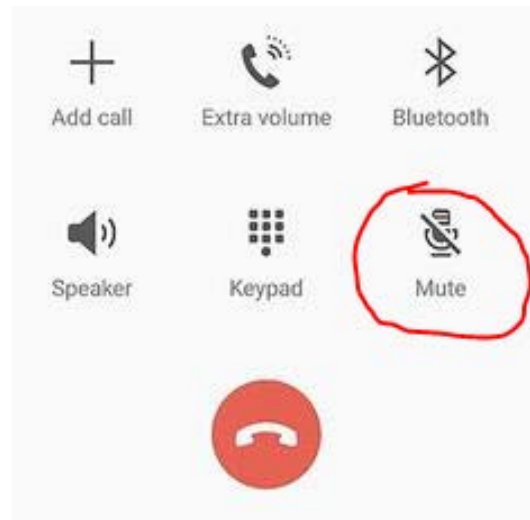
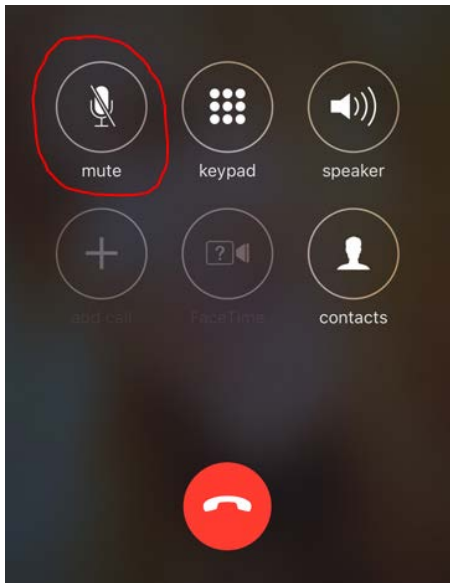
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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

November 18, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.1

Consideration with possible action on an amended development agreement with TWG Development, LLC and DDL Holdings, LLC for Tax Incremental Financing assistance for a project at 419 Donald Driver Way, also known as the Fort at the Railyard.

BACKGROUND

The project at 419 Donald Driver way started construction in 2020, but financing fell through and the project was halted. The delay has caused a need to revisit the Development Agreement with regard to the completion date and assessed valuation floor. The Developer re-evaluated their project and kept the same basic overall design with the following considerations:

The original project was 225 market rate units with studio, 1-bedroom, and 2-bedroom units. The current project breaks down as follows:

- 121 1-bedroom units at 60% AMI
- 30 1-bedroom units at market rate
- 66 2-bedroom units at 60% AMI
- 16 2-bedroom units at market rate

The Developer is stating that the original concept plan submitted in 2020 is still appropriate. The original project included 4,000 s.f. of commercial space on the first floor. This has been reduced to 1,300 s.f. of commercial space, with conversion of the other 2,700 s.f. to common space amenities like a community kitchen, co-working space, meeting areas and entertainment spaces.

Revised construction documents were submitted in October, and they will be reviewed once the consistency with the PUD zoning has been confirmed.

An updated project budget has been provided. This includes the 1% requirement for public art, which will be addressed through 3 large murals and smaller art on transformers.

The overall project financing package is indicated in the project budget, and the Developer has said that they can provide additional documentation upon request. Most notably, the Developer is seeking 4% non-competitive tax credits through WHEDA.

The developer is not requesting any change to the PayGo methodology with the up front Future Project Grant

Construction would begin in early 2022 with the intent to be completed by December of 2023.

Staff's primary concerns with the changes as proposed are 1) the lessened street activation of the project due to the reduced commercial presence, 2) the general concentration of affordable units in the immediate area, and 3) there are several public improvements that remain to be completed for this area.

The Developer has tried to address the first concern by moving the building's community spaces to the first floor. They have cited a difficult commercial market for finding new lease tenants, and the requirement of commercial uses negatively impacting their scoring competitiveness in qualifying for WHEDA tax credits.

Staff and the Developer agree that there is a clear need for additional affordable housing units in Green Bay. The presence of the Broadway Lofts immediately adjacent to this site being at 100% occupancy certainly supports this concept. However, concentrating too many affordable units in one neighborhood can be a detriment to the area over time if not managed and maintained properly. It is common planning practice to try to distribute affordable units over a less concentrated area. In addition, the change from market rate to affordable units negatively impacts the projected valuation for TID purposes. The developer has stated that they are willing to guarantee the original projected tax revenue on the projected value of \$21 million.

The original project grant to DDL Holdings, LLC has been expended, and staff's recommendation is that this project grant be repaid prior to any future PayGo payments that are made. In addition, there are several pedestrian and bike improvements, stormwater management facilities, lighting, signage, and landscaping that still need to be installed. It is staff's opinion that these improvements are needed, and should be installed as quickly as possible. This may require further amendment of the PayGo process currently described in the Agreement.

RECOMMENDATION

To approve the general updated terms of an amended development agreement for the Fort at the Railyard with the Developer with the following conditions:

- Consideration of amending the unit mix to include more market rate units at a ratio satisfactory to the RDA
- Confirmation by staff and/or Plan Commission and Council that the proposed changes to commercial uses on the first floor are consistent with the PUD zoning for the project
- That the original project grant be fully repaid prior to any PayGo distributions to DDL Holdings, LLC or TWG Development, LLC
- That the Developer, DDL Holdings, LLC and the City agree to a formal schedule as to when remaining public improvements are to be completed, and that future PayGo distributions be conditioned on this schedule being followed

And finally, to direct staff to prepare a formal amended development agreement subject to review by the City Attorney, and bring it back to the RDA for final review prior to forwarding it to the City Council for their consideration.

FISCAL IMPACT

The delay in development will have a negative impact on the amount of increment that could be generated by and for the project over the life of the TID. No change in the formula for distributing the funds generated by the TID has been requested. The City is set to incur additional financing costs for the original project grant because of the delay.

ATTACHMENTS

1. The Fort - WHEDA Budget 11.15.2021
2. 8.1 - Rail Yard - The Fort - Development Agreement - 191219 - Executed
3. The Fort PUD Amendment Request 11.8.21
4. The Fort - 11.1.21 Plan Commission Submittal RED



SOURCE AND USE OF FUNDS

The Fort
233 Units / Green Bay, WI

SOURCES OF FUNDS

	TOTAL	PER UNIT \$	%
TAX CREDIT EQUITY			
Federal LIHTC @91.00%	18,049,164	77,464	33.4%
EQUITY	18,049,164	77,464	33.4%
PARTNER EQUITY AND OTHER CONTRIBUTIONS			
General Partner Contribution	100	0	0.0%
Interim NOI	1,784,303	7,658	3.3%
PARTNER EQUITY AND OTHER CONTRIBUTIONS	1,784,403	7,658	3.3%
HARD PERMANENT FINANCING			
First @ 4.00%	29,228,909	125,446	54.1%
HARD PERMANENT FINANCING	29,228,909	125,446	54.1%
DEFERRED DEVELOPMENT FEES - 57.6%	4,947,298	21,233	9.2%
TOTAL SOURCES OF FUNDS	54,009,774	231,802	100.0%

USES OF FUNDS

	INELIGIBLE COSTS	NEW/REHAB	ELIGIBLE BASIS ACQUISITION	HISTORIC	STATE	TOTAL	PER UNIT \$	%
LAND & IMPROVEMENTS								
Land - \$6,410 per unit	1,500,000	-	-	-	-	1,500,000	6,438	2.8%
Carrying Costs	55,000	-	-	-	-	55,000	236	0.1%
LAND	1,555,000	-	-	-	-	1,555,000	6,674	2.9%
HARD COSTS								
GC Contract w. GC Fees at 5/2/5-Net	-	33,259,000	-	-	-	33,259,000	142,742	61.6%
Hard Cost Contingency - 5.0%	-	1,662,950	-	-	-	1,662,950	7,137	3.1%
Public Art	-	210,000	-	-	-	210,000	901	0.4%
Improvements Prior to Land Purchase	-	183,699	-	-	-	183,699	788	0.3%
HARD COSTS	-	35,315,649	-	-	-	35,315,649	151,569	65.4%
SOFT COSTS								
Architectural - Design - 2.0% of HCs	-	650,000	-	-	-	650,000	2,790	1.2%
Civil Engineering	-	100,000	-	-	-	100,000	429	0.2%
Accounting/Cost Cert	-	15,500	-	-	-	15,500	67	0.0%
Energy Consultant	-	62,500	-	-	-	62,500	268	0.1%
Permits and Fees	-	150,000	-	-	-	150,000	644	0.3%
Environmental	-	40,000	-	-	-	40,000	172	0.1%
Survey/Geotech	-	25,000	-	-	-	25,000	107	0.0%
Market Study & Appraisal	-	32,000	-	-	-	32,000	137	0.1%
Consulting Fee	-	65,000	-	-	-	65,000	279	0.1%
Insurance	-	75,000	-	-	-	75,000	322	0.1%
Real Estate Taxes	-	67,666	-	-	-	67,666	290	0.1%
Legal Fees	-	100,000	-	-	-	100,000	429	0.2%
Title and Recording	-	50,000	-	-	-	50,000	215	0.1%
Furniture and Equipment	-	125,000	-	-	-	125,000	536	0.2%
Lease Up and Marketing	-	100,000	-	-	-	100,000	429	0.2%
Soft Cost Contingency	-	125,000	-	-	-	125,000	536	0.2%
FHA Review - Architectural	15,000	-	-	-	-	15,000	64	0.0%
Builder's Risk	-	259,661	-	-	-	259,661	1,114	0.5%
Surveying	-	10,000	-	-	-	10,000	43	0.0%
SOFT COSTS	15,000	2,052,327	-	-	-	2,067,327	8,873	0
INTERIM COSTS								
Construction Loan Origination Fee	-	147,091	-	-	-	147,091	631	0.3%
Construction Loan Legal	-	75,000	-	-	-	75,000	322	0.1%
Predevelopment Loan Fees	-	5,000	-	-	-	5,000	21	0.0%
Predevelopment Loan Interest	-	15,000	-	-	-	15,000	64	0.0%
INTERIM COSTS	-	242,091	-	-	-	242,091	1,039	0.4%
INTERIM INTEREST								
Eligible		1,330,700	-	-	-	1,330,700	5,711	2.5%
Ineligible	3,223,515	-	-	-	-	3,223,515	13,835	6.0%
TOTAL INTERIM INTEREST	3,223,515	1,330,700	-	-	-	4,554,215	19,546	8.4%
PERMANENT FINANCING COSTS								
Permanent Loan Origination Fee	146,145	-	-	-	-	146,145	627	0.3%
Perm Loan Legal	25,000	-	-	-	-	25,000	107	0.0%
Bond Issuance Costs	405,000	-	-	-	-	405,000	1,738	0.7%
WHEDA Other	109,500	-	-	-	-	109,500	470	0.2%
TOTAL PERM FINANCING COSTS	685,645	-	-	-	-	685,645	2,943	1.3%
TAX CREDIT COSTS								
Application Fee	2,500	-	-	-	-	2,500	11	0.0%
Reservation Fee	98,360	-	-	-	-	98,360	422	0.2%
TOTAL TAX CREDIT COST	100,860	-	-	-	-	100,860	433	0.2%
RESERVES								
Operating Reserve	899,500	-	-	-	-	899,500	3,861	1.7%
TOTAL RESERVES	899,500	-	-	-	-	899,500	3,861	1.7%
DEVELOPER COSTS								
Developer Fee	-	8,589,487	-	-	-	8,589,487	36,865	15.9%
TOTAL DEVELOPER COSTS	-	8,589,487	-	-	-	8,589,487	36,865	15.9%
TOTAL USES OF FUNDS	6,479,520	47,530,254	-	-	-	54,009,774	231,802	100.0%



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-04

TWG 2 @ THE RAIL YARD

This Development Agreement is made this 19 day of DECEMBER, 2019,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
TWG DEVELOPMENT, LLC, an Indiana limited liability company ("Developer"), and
DDL HOLDINGS, LLC, a Wisconsin limited liability company.

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
5-1772	419 Donald Driver Way	3.07	\$1,500,000.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and seven hundredths (3.07) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a new five (5)-story residential structure, with two hundred twenty five (225) studio, one (1)-bedroom, and two (2)-bedroom rental units, with residential amenities, including a roof deck. The structure will also include approximately seven thousand (7,000) square feet of first-floor retail space along Broadway. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million five hundred thousand dollars (\$1,500,000.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. Thirty five thousand, seventy dollars (\$35,070.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Thirty five thousand, seventy dollars (\$35,070.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. Thirteen thousand, seven hundred twenty five dollars (\$13,725.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty one million dollars (\$21,000,000.00), which is anticipated to yield approximately:
1. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in total real estate taxes annually (assessed mill rate of \$23.38);
 2. Four hundred ninety thousand, nine hundred eighty dollars (\$490,980.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. One hundred ninety two thousand, one hundred fifty dollars (\$192,150.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit; the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. 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 cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the 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 the TID was created, which shall be one million five hundred thousand dollars (\$1,500,000.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.

- G. "Developer" means TWG Development, LLC, an Indiana limited liability company, or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- 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. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- P. "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.
- Q. "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.

- R. "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.
- S. "TID" means Tax Increment District Number Fourteen ("TID 14" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 14 in 2006; TID 14 terminates in 2033. The Developer requests that the RDA and City ask the Joint Review Board (JRB) to extend the termination date of the TID three (3) years, from 2033 to 2036 in order to provide sufficient funding to cover Project Costs.
- T. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. Development Agreement 17-02 (RailYard: North).
 - a) As defined within Section II. of Development Agreement 17-02, the Project described herein shall qualify as a "Future Project".
 - b) As described in Section III. B. 2. of Development Agreement 17-02, the Project described herein shall qualify DDL Holdings, LLC to receive a "Future Project Grant" of two million, one hundred thousand dollars (\$2,100,000.00). Such Future Project Grant shall be paid directly to DDL Holdings, LLC pursuant to Section III. B. 2. of Development Agreement 17-02.
 - c) In order for the City to cover the costs of debt service associated with this Future Project Grant, the Developer guarantees to all parties, including, without limitation, DDL Holdings, LLC, that the Project described herein shall have a minimum aggregate assessed value of no less than twenty one million dollars (\$21,000,000.00) within twenty-four (24) months of the Future Project Grant award.
 - d) As described in Section III. B. 4. of Development Agreement 17-02, the Project described herein shall create Incremental Property Value, which shall cause DDL Holdings, LLC to receive a corresponding amount of additional PAYGo Reimbursement. DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer.

2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the Future Project Grant to DDL Holdings, LLC as defined within Section III. B. 2. of Development Agreement 17-02 (RailYard: North). The City shall provide Developer a schedule of the annual costs of debt service associated with such Future Project Grant, which is herein attached as EXHIBIT D. Should the annual debt service payment not consume all of the Available TIF Increment:
 - (I) The City shall make available fifty percent (50%) of the remaining Available TIF Increment to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, and DDL Holdings, LLC hereby transfers sixty percent (60%) of such additional PAYGo Reimbursement created by the Project described herein to the Developer; and
 - (II) The City shall then make sixty percent (60%) of the remaining Available TIF Increment available to the Developer.
 - e) PAYGo Reimbursement payments, including the PAYGo Reimbursement transferred by DDL Holdings, LLC to Developer as set forth in this Agreement, will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2021, the TIF Increment would be determined as of January 1, 2022 and the PAYGo reimbursement would first be payable in 2023.
 - f) Developer represents that but for the PAYGo Reimbursement through 2036, the Developer will have inadequate funds to complete the Project. Accordingly, in the event the termination date of the TID is not extended from 2033 to 2036, the City, Developer, and DDL Holdings, LLC shall amend this Agreement to provide for alternative incentive in an amount equal to the PAYGo incentive anticipated to be generated from 2033 to 2036 as necessary to complete the Project.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
- c) Any other activity specifically approved by the City or RDA.

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

- 1. Monetary Limitation. The TIF Incentive in any year, exclusive of the Future Project Grant, and the TIF Incentive to DDL Holdings, LLC, as described in Section III. B. 4. of Development Agreement 17-02, shall not exceed sixty percent (60%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
- 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

Except for the obligations set forth in Section IV. A. 2. below, which shall be the obligation of DDL Holdings, LLC to perform and complete, the following obligations of Developer shall be performed and completed exclusively by Developer, and DDL Holdings, LLC is hereby released from performing and

completing any such corresponding obligations under Article IV of Development Agreement 17-02 with respect to the Property and the Project (as both are defined in this Agreement):

A. Concept Plan. Prior to June 30, 2020, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented herein. The Concept Plan shall clearly identify:

1. The location of all proposed Private Improvements; and
2. The location of all existing and future public streets.

Notwithstanding the foregoing, except for the Public Improvements and Private Improvements located entirely on the Property, DDL Holdings, LLC shall remain responsible for all Public Improvements and Private Improvements as set forth in the Development Agreement between the City of Green Bay and DDL Holdings, LLC, executed 1 December, 2017, and known as Development Agreement 17-02 Railyard North (the "DDL Agreement"), up to the Property boundary lines, including but not limited to the construction of storm water and sanitary infrastructure which shall be run to the boundary lines for the Property.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

B. Construction Documents. Prior to June 30, 2020, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to June 30, 2020, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than thirty million dollars (\$30,000,000.00) in "hard" construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total hard costs and soft costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
- 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 31, 2020, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than May 31, 2020, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than May 31, 2020, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as

requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- I. 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.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 30, 2020. Construction shall be completed no later than twenty-four (24) months from date of construction commencement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. 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.
- P. Transfer or Sale of Project Property.
 - I. 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 without City and RDA consent only to an entity controlled and affiliated with Developer to own, manage and operate the Property, which shall include any single-purpose organizational entity (e.g. limited liability partnership or limited partnership) which shares common ownership with TWG Development, LLC. 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.
- Q. 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.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City 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 that arise on or after the date of acquisition; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33

U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

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

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

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

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

- a) Bodily Injury by Accident – 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 IV. S. 1. to IV. S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, DDL Holdings, LLC and their respective members, 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, RDA or DDL Holdings, LLC, which notice shall be given by the City, RDA or DDL Holdings, LLC, as the case maybe, within ten (10) days of the knowledge of such claim, suit or action by the party giving such notice. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City, RDA and DDL Holdings, LLC 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, RDA and DDL Holdings, LLC may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which any of them is entitled to indemnification by Developer; provided, however, that if the City, RDA or DDL Holdings, LLC is advised in writing by its respective legal counsel that there is a conflict between the positions of Developer and the City, RDA and DDL Holdings, LLC, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City, RDA or DDL Holdings, LLC different from or in addition to those available to Developer, then respective legal counsel for the City, RDA or DDL Holdings, LLC, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City, RDA or DDL Holdings, LLC. Developer shall not enter into any compromise or settlement without the prior written consent of the City, RDA or DDL Holdings, LLC, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City, RDA or DDL Holdings, LLC, as the case may be, shall be reasonable grounds for the City, RDA or DDL Holdings, LLC 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, RDA and DDL Holdings, LLC for the reasonable fees and expenses of the respective counsel(s) retained by the City, by RDA and by DDL Holdings, LLC, and shall be bound by the results obtained by the City, RDA and DDL Holdings, LLC; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.

- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City, RDA and DDL Holdings, LLC as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City, RDA and DDL Holdings, LLC, 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 now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- 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, RDA or DDL Holdings, LLC pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City, RDA nor DDL Holdings, LLC shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City 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.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2033, unless the JRB extends the termination date of TID 14, in which case, TIF payments shall terminate at the end of tax year 2036.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or

restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City, RDA and DDL Holdings, LLC are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City, RDA or DDL Holdings, LLC (except with respect to Section IV.A.2 of this Agreement or as otherwise set forth in the DDL Agreement with respect to the Public Improvements and Private Improvements to be located outside of the boundary lines for the Property, including but not limited to, the construction of storm water and sanitary infrastructure which shall run to the boundary lines for the Property, but except for the Public Improvements and Private Improvements located entirely on the Property) be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. 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.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail

postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301

To the Developer: TWG Development, LLC
Attention: Michael Taft
Copy to: Dustin Detzler, Counsel
333 N Pennsylvania St. Suite 100
Indianapolis, IN 46204

To DDL Holdings, LLC: DDL Holdings, LLC
Attention: Paul B. Belschner
340 N. Broadway, Suite 460
Green Bay, WI 54303

Attention: Brent M. Weycker
340 N. Broadway, Suite 460
Green Bay, WI 54303

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

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record 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.

- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 5

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

DEVELOPER:
TWG Development, LLC

By: _____



Louis Knoble, Member
Print Name and Title

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Personally came before me this 19th day of December 2019, the above named Louis Knoble, a member of TWG Development, LLC, an Indiana limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.





* Michael Taft
Notary Public, Marion County, Indiana
My Commission Expires 06-25-26



Signature page 2 of 5

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

THE CITY OF GREEN BAY

By:



Eric Genrich, Mayor

By:



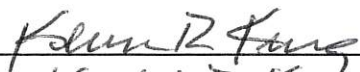
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19 day of December 2019, the above named Eric Genrich and Kris A. Teske, 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.




* KEVIN R. KING

Notary Public, Brown County, Wisconsin

My Commission Expires May 24, 2020

Signature page 3 of 5

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

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By:

Gary J. Delveaux
Gary J. Delveaux, Chair

Attest:

Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Gary J. Delveaux and Kevin J. Vonck, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

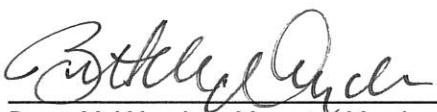
STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

Stephanie R. Schmutzer
* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

Signature page 4 of 5

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

DDL HOLDINGS, LLC

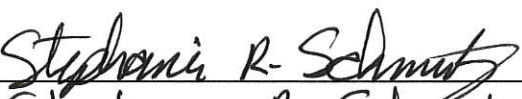
By: 
Brent M. Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Brent M. Weycker, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

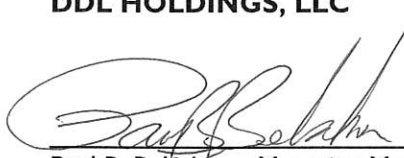

* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

Signature page 5 of 5

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

DDL HOLDINGS, LLC

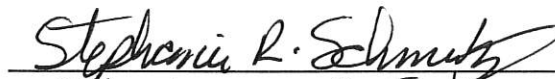
By:


Paul B. Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 19th day of Dec 2019, the above named Paul B. Belschner, a managing member of DDL HOLDINGS, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.


* Stephanie R. Schmutzer
Notary Public, Brown County, Wisconsin
My Commission Expires 3-1-23

STEPHANIE R. SCHMUTZER
Notary Public, State of Wisconsin

EXHIBIT A
Property Map



EXHIBIT B
Legal Description

LOT 8 THE RAIL YARD

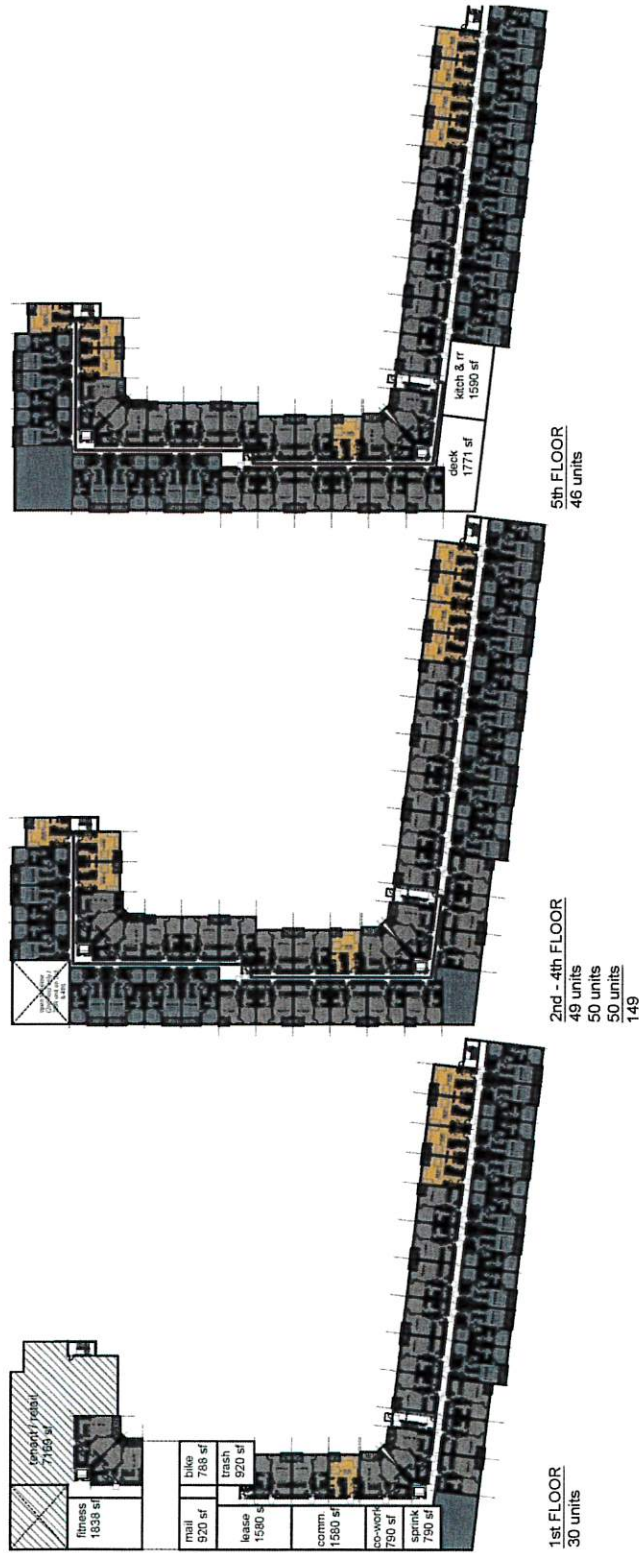
EXHIBIT C
Preliminary Concept Plan



Broadway & Kellogg - Conceptual Rendering



Kellogg & Donald Driver Way - Conceptual Rendering



Green Bay Market Rate Unit Mix										
Unit Type	SF (gross)	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	Building Area	%		
UNIT 5B	592	5	8	8	8	8	4,736	37	21,904	16%
UNIT 1B	749	11	20	20	20	17	12,733	88	65,912	39%
UNIT 1C	843	4	4	4	4	4	3,372	20	16,860	9%
UNIT 2B	956	9	16	16	16	16	15,296	73	69,788	32%
UNIT 2C (corner)	1,459	-	-	1	1	1	1,459	3	4,377	1%
UNIT 2D (end)	1,153	1	1	1	1	-	1,153	4	4,612	2%
Total Unit SF		30	49	50	50	46	48,373	225	183,453	77.0%
Tenant									7,169	3.0%
Circulation / Balconies									34,976	14.7%
Amenity + Support									10,796	4.5%
Roof Deck									1,771	0.7%
Gross SF		46,434	46,612	48,373	48,373	48,373	238,165			100.0%

EXHIBIT D
Annual Costs of Debt Service Associated with the Future Project Grant

[To be included when borrowing occurs]

TWG Development, LLC

1301 E Washington St., Suite 100
Indianapolis, IN 46202
T 317.264.1833
www.twgdev.com



Nov 8th, 2021

David Buck, cc: Neil Stechschulte

City of Green Bay, WI

RE: Request for Administrative Exception and Amendment to Rail Yard PUD

Dear Mr. Buck,

TWG is pleased to submit updated designs for our proposed multifamily development in Green Bay's Rail Yard Planned Unit Development.

We have attached architectural drawings of our latest design of the proposed development. Overall, it is nearly indistinguishable from the previously approved plans. The design aims to deliver a mix of uses that will activate and beautify the Rail Yard district, spurring further economic and cultural development. In this, it adheres closely to the vision of the community closely--a significant shift from previous big box proposals that threatened the integrity of the area's urban fabric.

In an effort to ensure the success and financial feasibility of this project, TWG is requesting the renewal of previous administrative exceptions and some flexibility in the PUD's permitted uses. All of these requests, we feel, follow the vision of the community and the PUD, replacing a blighted industrial property with a quality urban asset.

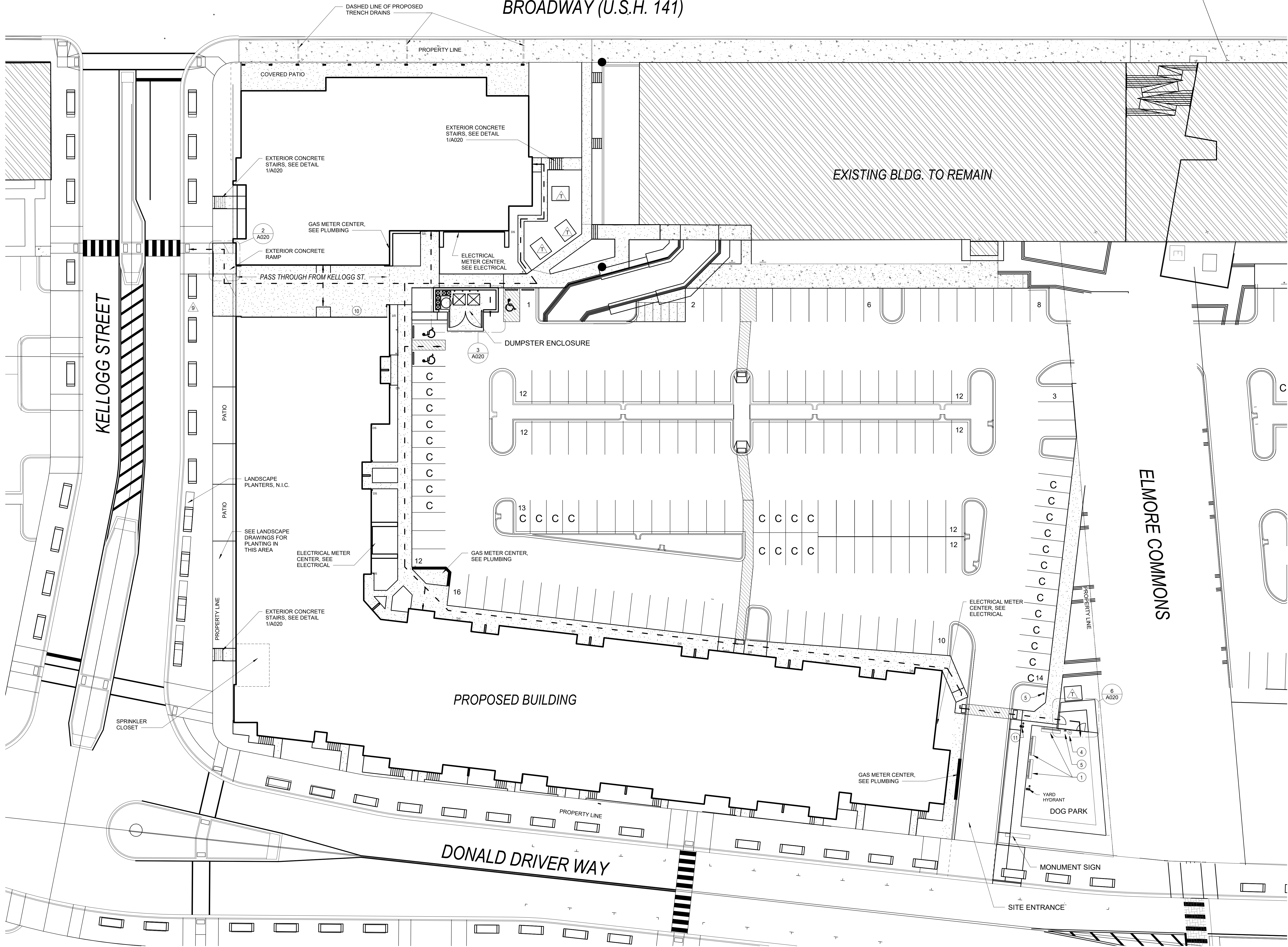
- Please affirm the applicability of past administrative exceptions for public art, setbacks, mechanical screening, shared parking, and façade materials to updated drawings.
- Creation of a subsection of Development Area A known as A-2, bounded by TWG's Lot 7's property lines. For this Area A-2, all standards for Development Area A except under Section 2.A.1 as follows. Multiple-family uses should be permitted uses as long as the Broadway frontage prioritizes the pedestrian experience and is exclusively used for active, non-residential purposes such as retail, outdoor patio, or resident social and coworking spaces. A minimum of 1,000 square feet of this frontage must be a commercial tenant regularly open to the public, with the remaining frontage able to be easily converted to additional retail in the future.

Thank you for your consideration and feedback as we collaborate on this new addition to the city.

Sincerely,

J.B. Curry | President of Development

TWG Development, LLC



SITE PLAN GENERAL NOTES

1. SEE CIVIL DRAWINGS FOR FLOOR ELEVATION BENCHMARKS.
2. SEE OVERALL BUILDING PLANS, A100 SERIES FOR EXACT UNIT ORIENTATION. SEE UNIT PLANS, A400 SERIES, FOR ALL DIMENSIONS AND NOTING OF INTERIOR WALLS, DOORS, ETC...
3. THE ARCHITECTURAL SITE PLAN GRAPHICALLY INDICATES THE APPROXIMATE LOCATION OF BUILDINGS, DRIVES & PARKING.
4. ALL SITE WORK MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROVED CIVIL DRAWINGS. REFER TO CIVIL ENGINEERS DRAWINGS FOR ALL GRADING, UTILITY WORK, DRAINAGE, DIMENSIONAL CONTROLS, BUILDING FLOOR ELEVATION BENCHMARKS AND LOCATION OF REQUIRED RETAINING WALLS AT BUILDINGS.
5. BUILDING STEP LOCATIONS ARE FOR COORDINATION PURPOSES. REVIEW ELEVATIONS SHOWN ON CIVIL DRAWINGS. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. REFER TO MECHANICAL ENGINEERS DRAWINGS FOR LOCATIONS OF ALL PANELS, METERS, TRANSFORMERS, CLEANOUTS, AND PARKING LOT LIGHTING.
7. TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND AREAS MUST NOT HAVE LIMBS OVER ACCESSIBLE ROUTES AND AREAS BELOW 7'-0" OF THE WALKING SURFACE.
8. VERIFY LOCATION AND STYLE FOR STOP SIGN, NO SOLICITING SIGN, CHILDREN PLAY AREA SIGN & ALL OTHER SIGNAGE FOR THIS PROPERTY WITH OWNER.
9. WHERE BIKE RACKS AND GRILLS ARE SHOWN, PROVIDE CONCRETE PAD CONNECTED TO AN ACCESSIBLE ROUTE. IF SIZES ARE NOT SHOWN, NOTIFY ARCHITECT.
10. REFER TO A020 FOR DUMPSTER ENCLOSURE DETAILS.

NOTE: REFER TO CIVIL DRAWINGS AND SITE DESIGN AND FEASIBILITY REPORT FOR FLOOD MITIGATION REQUIREMENTS AND GRADING AND DRAINAGE PLANS.

SITE PLAN LEGEND

- M.C.** METER CENTER, SEE ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR EXACT LOCATIONS
S.C. SPRINKLER CLOSET
F.D.C. FIRE DEPARTMENT CONNECTION, SEE PLUMBING AND SITE UTILITY DRAWINGS
- VAN ACCESSIBLE PARKING SPACE
 ACCESSIBLE PARKING SPACE
 ACCESSIBLE ROUTE
 DIRECTION OF VEHICLE TRAFFIC
 TRANSFORMER PAD - REFER TO MEP

NOTE: REFER TO SHEET A020 FOR SITE ACCESSORY SCHEDULE & KEYNOTES

REVISIONS

NO.	DATE	DESCRIPTION
4	7/10/2020	ASI 000
5	08/10/2020	ASI 001
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO. 19107 | DATE 07-10-2020

SHEET NAME
ARCHITECTURAL
SITE PLAN

SHEET NO.

A010



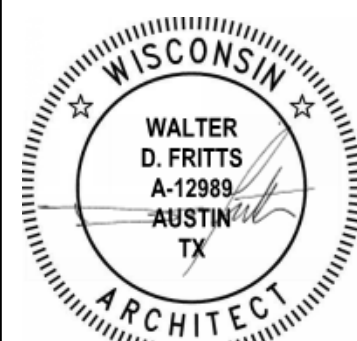
1 PLAN - SITE - 1"=20'
1" = 20'-0"

KELLOGG STREET

BROADWAY (U.S.H. 141)

DONALD DRIVER WAY

EXISTING BLDG. TO REMAIN



FIFTH DIMENSION
ARCHITECTURE + INTERIORS LLC

ISSUED FOR
CONSTRUCTION

THE FORT AT THE RAIL YARD
GREEN BAY APARTMENTS

419 DONALD DRIVER WAY | GREEN BAY, WI 54303

GENERAL NOTES - FLOOR PLANS

- FLOOR TRUSSES ARE TO BE POSITIONED SO THEY DO NOT INTERFERE WITH PLUMBING AND HVAC. ADJUST SPACING AS NECESSARY. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DETAILED FLOOR AND ROOF TRUSS FRAMING DIAGRAMS ARE TO BE FURNISHED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE.
- ROUGH OPENINGS IN EXTERIOR WALLS SHALL BE UPSIZED APPROXIMATELY 1/2" TO ACCOMMODATE SHRINKAGE AT GROUND FLOOR OF WOOD BUILDINGS.
- REFER TO STRUCTURAL PLANS FOR TRUSS CONFIGURATION, LOCATION, AND SPACING. POSITION TRUSSES SO THEY DO NOT INTERFERE WITH PLUMBING AND MECHANICAL ROUTING.
- ALL DIMENSIONS ARE TO FACE OF STUDS.
- ALL CONTRACTORS ARE REQUIRED TO COORDINATE THEIR WORK WITH ALL DISCIPLINES TO AVOID CONFLICTS. SEE MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION REGARDING SIZE AND QUANTITY OF OPENINGS, SLAB REQUIREMENTS AND LINTELS. INCLUDE FIRE PROTECTION NOT SHOWN ON PLANS.
- SEAL AROUND ALL PENETRATIONS TO INSURE TIGHT BUILDING ENVELOPE.
- PROVIDE FIRE SEALANT AROUND ALL PENETRATIONS THROUGH RATED WALLS.
- ALL WALLS ARE PAINTED UNLESS NOTED OTHERWISE.
- REFER TO A500 SERIES FOR TYPICAL FRAMING DETAILS.
- COORDINATE BUILDING STEP LOCATIONS WITH FLOOR ELEVATIONS SHOWN ON ARCHITECTURAL AND CIVIL SITE PLANS.
- PATIO SLOPES SHALL BE 1/4" PER FOOT MAX. AWAY FROM UNIT AND DOORS.
- PROVIDE CONTROL JOINTS IN GYPSUM BOARD ASSEMBLIES AS RECOMMENDED BY MANUFACTURER. PROVIDE CJ IN CEILINGS SO NO DIMENSION EXCEEDS 50' IN EITHER DIRECTION WHERE THERE IS PERIMETER RELIEF OR 30' IN EITHER DIRECTION WITHOUT PERIMETER RELIEF. DO NOT SEPARATE SUSPENSION SYSTEM. CAULK JOINT AND PAINT TO MATCH.
- WHERE BACK-TO-BACK KITCHEN CABINETS OR COUNTERS OCCUR, PROVIDE 5/8" GYP. BD. ON ONE SIDE OF 1" AIR SPACE BETWEEN UNITS. ENSURE NO TWO WALL PENETRATIONS OCCUR BACK-TO-BACK W/O GYP. BD. SEPARATE.

WALL LEGEND

- (NOT ALL RATING LINE TYPES ARE NECESSARILY USED IN THIS PROJECT)
- INTERIOR SHEAR WALL OVERLAY
SEE STRUCTURAL DRAWINGS FOR LOCATIONS.
WOOD SHEATHING TO BE ON SIDE OPPOSITE
BATHROOM OR KITCHEN WHERE APPLICABLE.
- UNIT PERIMETER WALL. SEE BUILDING
PLANS FOR EXACT WALL TYPES.
- NON RATED METAL
OR WOOD CORE
- NON RATED CONC. MASONRY UNITS.
MAY BE UNDERLAIN BY A RATED WALL
TO INDICATE RATED CONC. MASONRY UNITS.
- BRICK MASONRY
- 1/2 HR RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- 1 HR RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- 2 HR RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- 3 HR RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- 4 HR RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- SMOKE RATED WALL SEE WALL
TYPE FOR CORE MATERIAL
- ATTIC DRAFTSTOPPING

NOTES:
SEE STRUCTURAL FOR ALL SHEAR WALL LOCATIONS.
SEE WALL ASSEMBLY TYPES FOR SPECIFIC ASSEMBLY REQUIREMENTS.

UNIT TYPE LEGEND

- ANSI TYPE A UNITS
- ANSI TYPE A + UNIVERSAL DESIGN UNITS
- UNIVERSAL DESIGN UNITS
- ANSI TYPE B UNITS (ALL OTHER UNITS)

REVISIONS

NO.	DATE	DESCRIPTION
2	06/19/2020	ADDENDUM #02
4	7/10/2020	ASI 000
9	10/09/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO. | DATE
19107 | 07-10-2020

SHEET NAME
OVERALL - FIRST
FLOOR PLAN

SHEET NO.

A101



1 OVERALL FIRST FLOOR PLAN
1/16" = 1'-0"

FACADE MATERIAL ANALYSIS																								
	OUTER NORTH ELEVATIONS (SF)		%	EAST ELEVATION (SF)		%	SOUTH ELEVATION (SF)		%	WEST ELEVATION (SF)		%	INNER NORTH ELEVATION (SF)		%	INNER EAST ELEVATION (SF)		%	INNER WEST ELEVATION (SF)		%	TOTAL (SF)		%
BUILDING MATERIAL TOTALS	9,307	100%		22,762	100%		21,504	100%		9,584	100%		10,640	100%		4,157	100%		17,207	100%		95,161	100%	
BRICK	2,911	31%		10,676	47%		8,569	40%		3,618	38%		3,941	37%		1,736	42%		6,700	39%		38,151	40%	
MURAL COVERAGE	2,126	23%		-	0%		-	0%		-	0%		-	0%		-	0%		-	0%		2,126	2%	
PREMIUM MATERIAL (FRAMES)	319	3%		1,487	7%		1,054	5%		525	5%		100	1%		38	1%		42	0%		3,565	4%	
DOORS	20	0%		1,200	5%		1,042	5%		320	3%		740	7%		260	6%		1,140	7%		4,722	5%	
GLAZING	162	2%		3,690	16%		4,282	20%		2,788	29%		2,082	20%		480	12%		3,086	18%		16,500	17%	
PRIMARY MATERIALS TOTAL	5,538	60%		17,053	75%		14,946	70%		7,201	75%		6,863	65%		2,514	60%		10,948	64%		65,063	68%	
FIBER CEMENT PANEL (GRAY)	1,400	15%		1,475	6%		2,874	13%		1,400	15%		740	7%		759	18%		2,539	15%		11,196	12%	
FIBER CEMENT PANEL (WHITE)	1,937	21%		-	0%		-	0%		-	0%		900	8%		-	0%		669	4%		3,506	4%	
FIBER CEMENT PANEL (BLACK)	23	0%		-	0%		251	1%		-	0%		121	1%		-	0%		556	3%		951	1%	
FIBER CEMENT SIDING (DARK GRAY)	409	4%		4,234	19%		2,826	13%		983	10%		2,007	19%		884	21%		2,495	14%		13,838	15%	
FIBER CEMENT SIDING (STAINED)	-	0%		-	0%		607	3%		-	0%		-	0%		-	0%		-	0%		607	1%	
SECONDARY MATERIALS TOTAL	3,769	40%		5,709	25%		6,558	30%		2,383	25%		3,777	35%		1,643	40%		6,259	36%		30,098	32%	
GLAZING ANALYSIS																								
RES GROUND FLOOR TOTAL WALL AREA	1,076	2%		5,317	20%		2,951	37%		-	-		2,217	27%		-	-		3,891	21%		15,452	16%	
GLAZING	18	2%		802	15%		1,080	37%		-	-		498	22%		-	-		546	14%		2,944	19%	
DOORS	-	0%		240	5%		20	2%		-	-		100	5%		-	-		260	7%		620	4%	
NON-RESIDENTIAL GROUND FLOOR TOTAL WALL AREA	1,059	2%		-	-		1,716	47%		2,327	50%		-	-		948	2%		-	IDIV/0!		6,050	6%	
GLAZING	-	0%		-	-		700	41%		1,166	50%		-	-		-	0%		-	-		1,866	3%	
DOORS	20	2%		-	-		102	6%		-	0%		-	0%		20	2%		-	-		142	2%	
UPPER FLOORS TOTAL WALL AREA	7,172	2%		17,445	22%		16,837	20%		7,257	26%		8,423	26%		3,209	22%		13,316	26%		73,659	77%	
GLAZING	144	2%		2,916	17%		2,502	15%		1,572	22%		1,584	19%		480	15%		2,520	19%		11,718	16%	
DOORS	-	0%		960	6%		920	5%		320	4%		640	8%		240	7%		880	7%		3,960	5%	

GENERAL ELEVATION KEYNOTES

- BRICK SOLIDER COURSE
- BRICK ROW/LOCK COURSE
- FIBER CEMENT REVEALS
- GUTTERS
- DOWNSPOUTS
- BLADE SIGN WITH LIGHT ABOVE, REFER TO ELECTRICAL
- METAL RAILING
- METER CENTER, SEE ELECTRICAL DRAWINGS
- METAL CANOPY
- DECORATIVE LIGHT FIXTURE
- EXPOSED CONCRETE
- BRICK RELIEF ANGLE, REFER TO STRUCTURAL
- BRICK CONTROL JOINT
- GLASS RAILING

EXTERIOR MATERIAL LEGEND

- (P1) FIBER CEMENT PANELS - COLOR 1 - HEAVENLY WHITE (SW 6553)
- (P2) FIBER CEMENT PANELS - COLOR 2 - TRICORN BLACK (SW 6258)
- (P3) FIBER CEMENT PANELS - COLOR 3 - WESTCHESTER GREY (SW 2849)
- (P4) FIBER CEMENT PANELS - COLOR 4 - SEE SPECIFICATIONS
- (L1) FIBER CEMENT SMOOTH LAP SIDING - 7 1/4" - COLOR 1 KAFFEE (SW 6104)
- (L2) FIBER CEMENT SMOOTH LAP SIDING - 7 1/4" - COLOR 2 GREENBLACK (SW 6994)
- (B1) MASONRY BRICK VENEER - COLOR 1 - HEBRON GARNET VELOUR
- (B2) MASONRY BRICK VENEER - COLOR 2 - HEBRON OPUS VELOUR
- (B3) MASONRY BRICK VENEER - COLOR 3 - HEBRON OCEAN GRAY BLEND

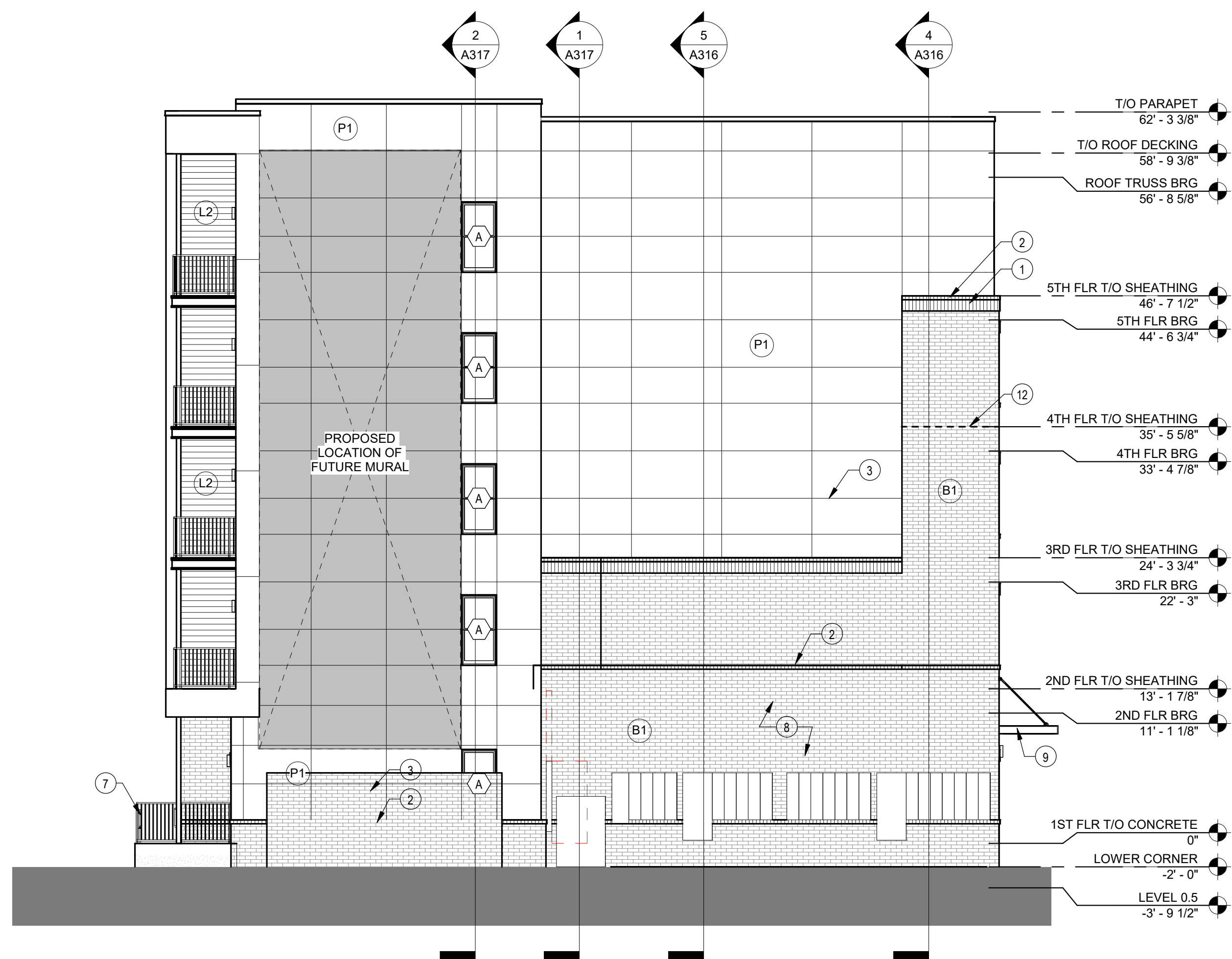
GENERAL NOTES - ELEVATIONS

- FOUNDATION SHOWN FOR REFERENCES ONLY. SEE STRUCTURAL AND SIZES.
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
- ALL SIDING AND TRIM TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS. TOUCH UP PAINT AND PRIMER AT ALL CUTS WHERE COMPOSITE WOOD FIBERS ARE USED.
- REVIEW ALL PENETRATIONS THROUGH SHEARWALL WITH STRUCTURAL. ANY PENETRATION LARGER OR NOT IN APPROVED ZONES SHOULD BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER IMMEDIATELY.
- PROVIDE FLASHING CUT INTO BRICK WHERE ROOF OR CANOPY TERMINATES INTO BRICK WALL. PROVIDE 1 FULL COURSE VERTICAL COVERAGE, MIN.
- PAIN ALL EXPOSED METAL THAT IS NOT SPECIFIED OR INDICATED TO RECEIVE A FACTORY FINISH.
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- ALL TRIM TO BE SYNTHETIC WOOD TRIM. SEE SECTIONS AND PLAN DETAILS FOR SIZING.
- ALL TRIM TO BE 5/4" UNLESS OTHERWISE NOTED.
- SIDEWALKS AT BUILDING AND STRUCTURES ON AN ACCESSIBLE ROUTE TO BE 1/2" MAX. BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE WITH ADA STANDARDS.
- ALL EXPOSED FLASHING TO BE FACTORY FINISHED BY MANUFACTURER / SUPPLIER OR MATERIAL WHICH IS BEING FLASHED.
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- THE EXTERIOR FINISH OF ALL SOFFITS ARE TO BE FIBER CEMENT PANELS. ALL FIBER CEMENT PANELS TO BE PAINTED TO MATCH THE FRONT FACE OF THE WALL THAT IT DIES INTO ABOVE IT.

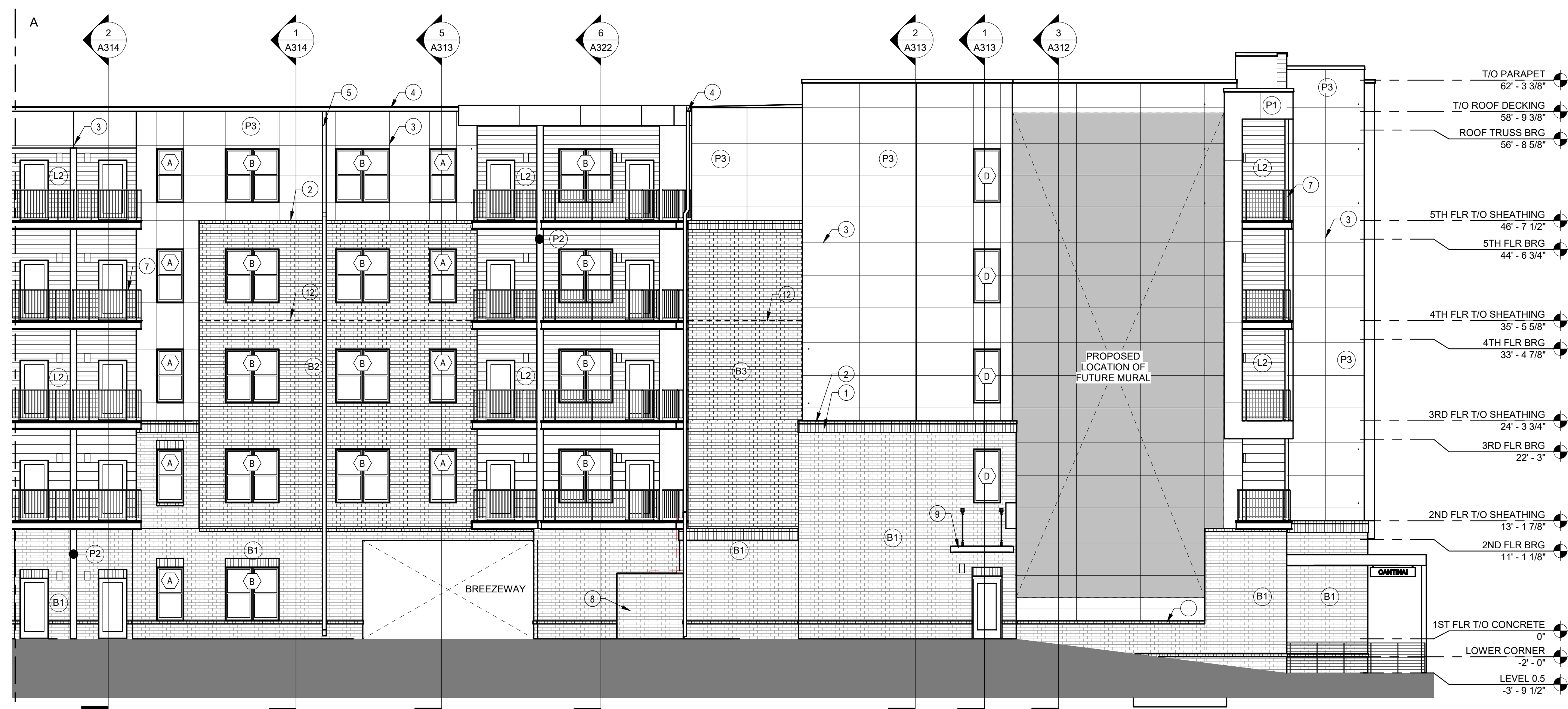
NOTE TO CONTRACTOR:
ALL EXTERIOR WINDOWS HAVE BEEN TAGGED AS REQUESTED IN THE BID SET REVIEW.



2 NORTH ELEVATION - AREA B
1/8" = 1'-0"



3 NORTH ELEVATION - AREA C
1/8" = 1'-0"



1 NORTH ELEVATION - AREA A
1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	06/10/2020	ADDENDUM #01
2	06/19/2020	ADDENDUM #02
4	7/10/2020	ASI 000
5	08/10/2020	ASI 001
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO. | DATE
19107 | 07-10-2020

SHEET NAME
EXTERIOR
ELEVATIONS -
NORTH

SHEET NO.

A202

FACADE MATERIAL ANALYSIS																								
	OUTER NORTH ELEVATIONS (SF)		%	EAST ELEVATION (SF)		%	SOUTH ELEVATION (SF)		%	WEST ELEVATION (SF)		%	INNER NORTH ELEVATION (SF)		%	INNER EAST ELEVATION (SF)		%	INNER WEST ELEVATION (SF)		%	TOTAL (SF)		%
BUILDING MATERIAL TOTALS	9,307	100%		22,762	100%		21,504	100%		9,584	100%		10,640	100%		4,157	100%		17,207	100%		95,161	100%	
BRICK	2,911	31%		10,676	47%		8,569	40%		3,618	38%		3,941	37%		1,736	42%		6,700	39%		38,151	40%	
MURAL COVERAGE	2,126	23%		-	0%		-	0%		-	0%		-	0%		-	0%		-	0%		2,126	2%	
PREMIUM MATERIAL (FRAMES)	319	3%		1,487	7%		1,054	5%		525	5%		100	1%		38	1%		42	0%		3,565	4%	
DOORS	20	0%		1,200	5%		1,042	5%		320	3%		740	7%		260	6%		1,140	7%		4,722	5%	
GLAZING	162	2%		3,690	16%		4,282	20%		2,738	29%		2,082	20%		480	12%		3,086	18%		16,500	17%	
PRIMARY MATERIALS TOTAL	5,538	60%		17,053	75%		14,946	70%		7,201	75%		6,863	65%		2,514	60%		10,948	64%		65,063	68%	
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FIBER CEMENT PANEL (BLACK)	23	0%		-	0%		251	1%		-	0%		121	1%		-	0%		556	3%		951	1%	
FIBER CEMENT SIDING (DARK GRAY)	409	4%		4,234	19%		2,826	13%		983	10%		2,007	19%		884	21%		2,495	14%		13,838	15%	
FIBER CEMENT SIDING (STAINED)	-	0%		-	0%		607	3%		-	0%		-	0%		-	0%		-	0%		607	1%	
SECONDARY MATERIALS TOTAL	3,769	40%		5,709	25%		6,558	30%		2,383	25%		3,777	35%		1,643	40%		6,259	36%		30,098	32%	
GLAZING ANALYSIS																								
RES GROUND FLOOR TOTAL WALL AREA	1,076	2%		5,317	20%		2,951	37%		-	-		2,217	27%		-	-		3,891	21%		15,452	16%	
GLAZING	18	2%		802	15%		1,080	37%		-	-		498	22%		-	-		546	14%		2,944	19%	
DOORS	-	0%		240	5%		20	2%		-	-		100	5%		-	-		260	7%		620	4%	
NON-RESIDENTIAL GROUND FLOOR TOTAL WALL AREA	1,059	2%		-	-		1,716	47%		2,327	50%		-	-		948	2%		-	IDV/01		6,050	6%	
GLAZING	-	0%		-	0%		700	41%		1,166	50%		-	-		-	0%		-	-		1,866	31%	
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DOORS	-	0%		960	6%		920	5%		320	4%		640	8%		240	7%		880	7%		3,960	5%	

GENERAL ELEVATION KEYNOTES

- BRICK SOLIDER COURSE
- BRICK ROWLOCK COURSE
- FIBER CEMENT REVEALS
- GUTTERS
- DOWNSPOUTS
- BLADE SIGN WITH LIGHT ABOVE, REFER TO ELECTRICAL
- METAL RAILING
- METER CENTER, SEE ELECTRICAL DRAWINGS
- METAL CANOPY
- DECORATIVE LIGHT FIXTURE
- EXPOSED CONCRETE
- BRICK RELIEF ANGLE, REFER TO STRUCTURAL
- BRICK CONTROL JOINT
- GLASS RAILING

NOTE TO CONTRACTOR:
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THE BID SET REVIEW.

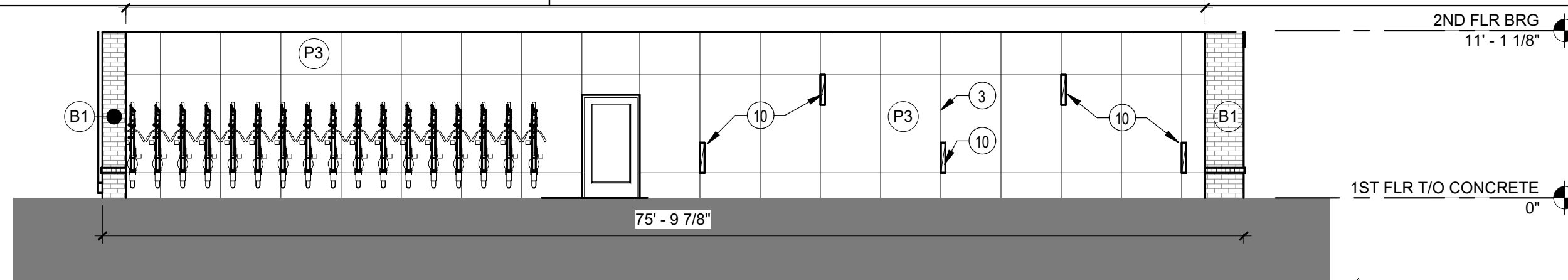
EXTERIOR MATERIAL LEGEND

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- (P2) FIBER CEMENT PANELS - COLOR 2 - TRICORN BLACK (SW 6258)
- (P3) FIBER CEMENT PANELS - COLOR 3 - WESTCHESTER GREY (SW 2849)
- (P4) FIBER CEMENT PANELS - COLOR 4 - SEE SPECIFICATIONS
- (L1) FIBER CEMENT SMOOTH LAP SIDING - 7 1/4" - COLOR 1 KAFFEE (SW 6104)
- (L2) FIBER CEMENT SMOOTH LAP SIDING - 7 1/4" - COLOR 2 GREENBLACK (SW 6994)
- (B1) MASONRY BRICK VENEER - COLOR 1 - HEBRON GARNET VELOUR
- (B2) MASONRY BRICK VENEER - COLOR 2 - HEBRON OPUS VELOUR
- (B3) MASONRY BRICK VENEER - COLOR 3 - HEBRON OCEAN GRAY BLEND

GENERAL NOTES - ELEVATIONS

- FOUNDATION SHOWN FOR REFERENCES ONLY. SEE STRUCTURAL
- SEAL ALL PENETRATION WITH SEALANT TO MATCH ADJACENT MATERIALS.
- SEE ROOF PLANS FOR ROOF SLOPE, DOWNSPOUT, GUTTER AND ROOF VENT INFORMATION.
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- PAIN ALL EXPOSED METAL THAT IS NOT SPECIFIED OR INDICATED TO RECEIVE A FACTORY FINISH.
- REFER TO PLANS AND SCHEDULES FOR DOOR AND WINDOW TYPES AND SIZES.
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- SIDEWALKS AT BUILDING AND STRUCTURES ON AN ACCESSIBLE ROUTE TO BE 1/2" MAX. BELOW FINISH FLOOR AT DOORS AND MUST SLOPE AWAY IN ACCORDANCE WITH ADA STANDARDS.
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- THE EXTERIOR FINISH OF ALL SOFFITS ARE TO BE FIBER CEMENT PANELS. ALL FIBER CEMENT PANELS TO BE PAINTED TO MATCH THE FRONT FACE OF THE WALL THAT IT DIES INTO ABOVE IT.

7'1" - 8'1/2"



4 WEST BREEZEWAY ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION - AREA A
1/8" = 1'-0"



2 EAST ELEVATION - AREA B
1/8" = 1'-0"



1 EAST ELEVATION - AREA C
1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	06/10/2020	ADDENDUM #01
2	06/19/2020	ADDENDUM #02
4	7/10/2020	ASI 000
5	08/10/2020	ASI 001
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO. | DATE
19107 | 07-10-2020

SHEET NAME
EXTERIOR
ELEVATIONS - EAST

SHEET NO.

A203

FACADE MATERIAL ANALYSIS																								
	OUTER NORTH ELEVATIONS (SF)		%	EAST ELEVATION (SF)		%	SOUTH ELEVATION (SF)		%	WEST ELEVATION (SF)		%	INNER NORTH ELEVATION (SF)		%	INNER EAST ELEVATION (SF)		%	INNER WEST ELEVATION (SF)		%	TOTAL (SF)		%
BUILDING MATERIAL TOTALS	9,307	100%		22,762	100%		21,504	100%		9,584	100%		10,640	100%		4,157	100%		17,207	100%		95,161	100%	
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MURAL COVERAGE	2,126	23%		-	0%		-	0%		-	0%		-	0%		-	0%		-	0%		2,126	2%	
PREMIUM MATERIAL (FRAMES)	310	3%		1,487	7%		1,054	5%		525	5%		100	1%		38	1%		42	0%		3,565	4%	
DOORS	20	0%		1,200	5%		1,042	5%		320	3%		740	7%		260	6%		1,140	7%		4,722	5%	
GLAZING	162	2%		3,690	16%		4,282	20%		2,738	29%		2,082	20%		480	12%		3,066	18%		16,500	17%	
PRIMARY MATERIALS TOTAL	5,538	60%		17,053	75%		14,946	70%		7,201	75%		6,863	65%		2,514	60%		10,948	64%		65,063	68%	
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DOORS	-	0%		240	5%		20	2%		-	-		100	5%		-	-		260	7%		620	4%	
NON-RESIDENTIAL GROUND FLOOR TOTAL WALL AREA	1,059	2%		-	-		1,716	47%		2,327	50%		-	-		948	2%		-	RDV/DI		6,050	6%	
GLAZING	-	0%		-	0%		700	41%		1,166	50%		-	-		-	-		-	-		1,866	3%	
DOORS	20	2%		-	-		102	6%		0%	0%		20	2%		-	-		-	-		142	2%	
UPPER FLOORS TOTAL WALL AREA	7,172	2%		17,445	22%		16,837	20%		7,257	26%		8,423	26%		3,209	22%		13,316	26%		73,659	77%	
GLAZING	144	2%		2,916	17%		2,502	15%		1,572	22%		1,584	19%		480	15%		2,520	19%		11,718	16%	
DOORS	-	0%		960	6%		920	5%		320	4%		640	8%		240	7%		880	7%		3,960	5%	

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 - P4 FIBER CEMENT PANELS - COLOR 4 - SEE SPECIFICATIONS
 - L1 FIBER CEMENT SMOOTH LAP SIDING - 7 1/4" - COLOR 1 KAFFEE (SW 6104)
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 - B1 MASONRY BRICK VENEER - COLOR 1 - HEBRON GARNET VELOUR
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- GENERAL NOTES - ELEVATIONS
- FOUNDATION SHOWN FOR REFERENCES ONLY. SEE STRUCTURAL AND SIZES.
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1 SOUTH ELEVATION - AREA A
1/8" = 1'-0"



2 SOUTH ELEVATION - AREA B
1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	06/10/2020	ADDENDUM #01
2	06/19/2020	ADDENDUM #02
4	7/10/2020	ASI 001
5	08/10/2020	ASI 001
9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

FACADE MATERIAL ANALYSIS																								
	OUTER NORTH ELEVATIONS (SF)		%	EAST ELEVATION (SF)		%	SOUTH ELEVATION (SF)		%	WEST ELEVATION (SF)		%	INNER NORTH ELEVATION (SF)		%	INNER EAST ELEVATION (SF)		%	INNER WEST ELEVATION (SF)		%	TOTAL (SF)		%
BUILDING MATERIAL TOTALS	9,307	100%		22,762	100%		21,504	100%		9,584	100%		10,640	100%		4,157	100%		17,207	100%		95,161	100%	
BRICK	2,911	31%		10,676	47%		8,569	40%		3,618	38%		3,941	37%		1,736	42%		6,700	39%		38,151	40%	
MURAL COVERAGE	2,126	23%		-	0%		-	0%		-	0%		-	0%		-	0%		-	0%		2,126	2%	
PREMIUM MATERIAL (FRAMES)	319	3%		1,487	7%		1,054	5%		525	5%		100	1%		38	1%		42	0%		3,565	4%	
DOORS	20	0%		1,200	5%		1,042	5%		320	3%		740	7%		260	6%		1,140	7%		4,722	5%	
GLAZING	162	2%		3,690	16%		4,282	20%		2,738	29%		2,082	20%		480	12%		3,066	18%		16,500	17%	
PRIMARY MATERIALS TOTAL	5,538	60%		17,053	75%		14,946	70%		7,201	75%		6,863	65%		2,514	60%		10,948	64%		65,063	68%	
FIBER CEMENT PANEL (GRAY)	1,400	15%		1,475	6%		2,874	13%		1,400	15%		740	7%		759	18%		2,539	15%		11,196	12%	
FIBER CEMENT PANEL (WHITE)	1,937	21%		-	0%		-	0%		-	0%		900	8%		-	0%		669	4%		3,506	4%	
FIBER CEMENT PANEL (BLACK)	23	0%		-	0%		251	1%		-	0%		121	1%		-	0%		556	3%		951	1%	
FIBER CEMENT SIDING (DARK GRAY)	409	4%		4,234	19%		2,826	13%		983	10%		2,007	19%		884	21%		2,495	14%		13,838	15%	
FIBER CEMENT SIDING (STAINED)	-	0%		-	0%		607	3%		-	0%		-	0%		-	0%		-	0%		607	1%	
SECONDARY MATERIALS TOTAL	3,769	40%		5,709	25%		6,558	30%		2,383	25%		3,777	35%		1,643	40%		6,259	36%		30,098	32%	
GLAZING ANALYSIS																								
RES GROUND FLOOR TOTAL WALL AREA	1,076	2%		5,317	20%		2,951	37%		-	-		2,217	27%		-	-		3,891	21%		15,452	16%	
GLAZING	18	2%		802	15%		1,080	37%		-	-		498	22%		-	-		546	14%		2,944		
DOORS	-	0%		240	5%		20	2%		-	-		100	5%		-	-		260	7%		620		
NON-RESIDENTIAL GROUND FLOOR TOTAL WALL AREA	1,059	2%		-	-		1,716	47%		2,327	50%		-	-		948	2%		-	IDIV/0!		6,050		
GLAZING	-	0%		-	0%		700	41%		1,166	50%		-	0%		-	0%		-	-		1,866		
DOORS	20	2%		-	0%		102	6%		0	0%		20	2%		-	0%		-	-		142		
UPPER FLOORS TOTAL WALL AREA	7,172	2%		17,445	22%		16,837	20%		7,257	26%		8,423	26%		3,209	22%		13,316	26%		73,659		
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DOORS	-	0%		960	6%		920	5%		320	4%		640	8%		240	7%		880	7%		3,960		

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9	10/08/2021	ASI 005
10	10/27/2021	ASI 006

PROJ. NO. | DATE
19107 | 07-10-2020

SHEET NAME
EXTERIOR
ELEVATIONS - WEST

SHEET NO.
A205

GENERAL NOTES - ELEVATIONS

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REVISIONS

NO.	DATE	DESCRIPTION
4	7/10/2020	ASI 000
9	10/08/2021	ASI 005

PROJ. NO. | DATE
19107 | 07-10-2020

SHEET NAME
OVERALL EXTERIOR
ELEVATIONS

SHEET NO.

A201



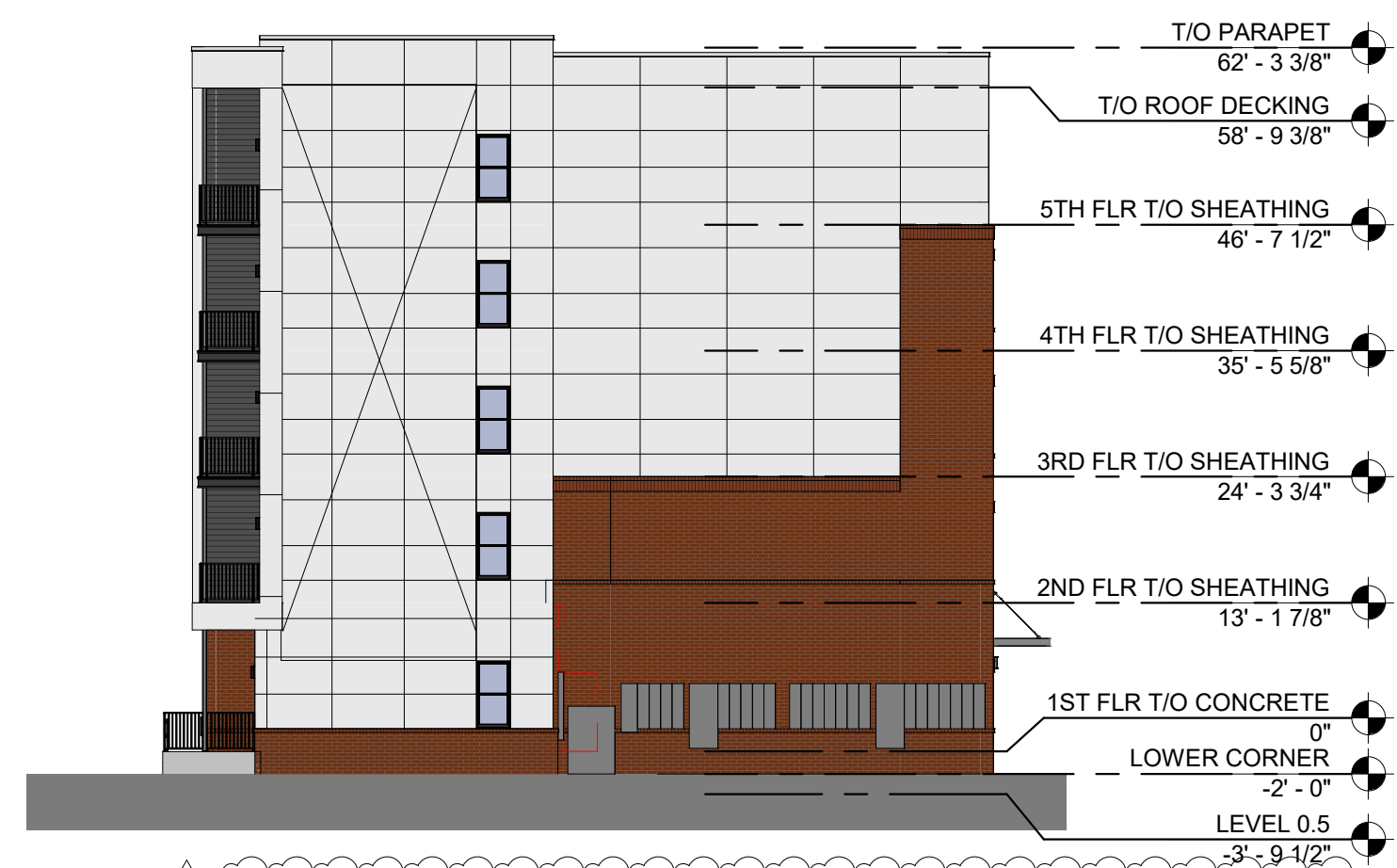
7 WEST ELEVATION - OVERALL - AREA A
1/16" = 1'-0"



6 NORTH ELEVATION - OVERALL - AREA A & B
1/16" = 1'-0"



5 WEST ELEVATION - OVERALL
1/16" = 1'-0"



4 NORTH ELEVATION - OVERALL - AREA C
1/16" = 1'-0"



3 EAST ELEVATION - AREA A
1/16" = 1'-0"



2 EAST ELEVATION - OVERALL
1/16" = 1'-0"



1 SOUTH ELEVATION - OVERALL
1/16" = 1'-0"



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 18, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.2

Consideration with possible action on an amended development agreement with Legacy Green Bay, LLC for Tax Incremental Financing assistance for a hotel project at 1004 Brett Favre Pass.

BACKGROUND

The Legacy Hotel project was temporarily delayed due to some site plan changes, a revisiting of the size of the project, and COVID-19 impacts. It has increased from 90,000 to 100,000 s.f., and from 77 rooms to 100 rooms. The projected valuation has increased from \$12 million to \$16 million. The basis for the TIF request remains essentially the same: 80% of the annual increment. The original request was through the expenditure period, and the current request goes one year into the expenditure period to make up for the lost year of increment due to the delay. Staff estimates that the amount of TIF assistance provided has gone from just over \$3.8 million to just over \$5 million. The Developer anticipates construction beginning in early 2022, and being completed by summer of 2023.

The project design is largely the same, except it is now 6 stories tall and has more rooms. The addition of an entrance onto Tony Canadeo Drive was added to better meet the design codes of the Legends District. Some minor adjustments to the site plan still need to be addressed by the Plan Commission and City Council, but staff believe that the overall design meets the design codes for the Legends District. This version of the development agreement has the RDA approving the final design separately from the Plan Commission, as was the case with the previous version of the agreement.

The City is already in the process of bidding out the public improvements for sidewalks and lighting for this area, which will be paid for in part by the transfer of funds from TID 7 to TID 23 earlier this year. The City will be following up with additional investment in planters, seating, landscaping and other public amenities in 2022 and 2023.

RECOMMENDATION

To recommend approval of the amended development agreement as presented, subject to approval by the City Attorney and confirmation by the Plan Commission on the project's compliance with Legends District design codes, and forward to the City Council for their consideration.

FISCAL IMPACT

TID financing is pay as you go at 80% of the annual increment for a fixed period. The project has increased in value from \$12 million to \$16 million, and from 77 rooms to 100 rooms. The project has been delayed one year, and the payments over time have been adjusted to allow for an additional year of increment to the project.

ATTACHMENTS

1. Legacy Hotel Development Agreement 2021 Amendment
2. 2021 11-05- 19005 - Legacy Hotel_Color Exterior
3. S 2021 11-05 FLOOR PLAN
4. 343901 ID_JGS_site plan-SITE



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-02 (AMENDMENT DRAFT)

LEGACY HOTEL

This Development Agreement is made this _____ day of _____,

~~2019~~2021,

by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and THE LEGACY GREEN BAY, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
I-1841-C-2	1004 Brett Favre Pass	3.125	\$1,889,900.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and one hundred twenty five thousandths (3.125) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which involves construction of a ~~five~~six (56)-story boutique, ~~100-unit~~, all-suites hotel of approximately ~~ninety-one-hundred~~ thousand (~~90,000~~100,000) square feet, along with parking, landscaping, lighting and other related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million, eight hundred and eighty nine thousand, nine hundred dollars (\$1,889,900.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. \$44,185.00 in total real estate taxes annually (assessed mill rate of \$23.38);
 2. \$44,185.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. \$17,292.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to ~~be increase by twelve-sixteen~~ million dollars (~~\$1216,000,000.00~~) above the base value, which is anticipated to yield approximately:
1. ~~\$280,560.00-393,979.38~~ in total real estate taxes annually (assessed mill rate of ~~\$23.38~~24.62);

2. ~~\$280,560.00-393,979.38~~ in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of ~~\$23.3824.62~~); and
3. ~~\$109,800.00-155,520.00~~ in real estate taxes to the City of Green Bay annually (assessed mill rate of ~~\$9.159.72~~).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), ~~the Developer requests that the RDA and City ask and~~ the Joint Review Board (JRB) ~~to create~~ created a new conservation and rehabilitation or blight Tax Increment District ("TID 23" or the "TID"), effective January 1, 2019, which includes the Property, and may also include adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will reduce transportation hazards; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; is located in places easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks; generate job opportunities for individuals of all ages, abilities, and incomes; expand our range of real estate products; are designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the 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 the TID was created, which shall be one million, eight hundred and eighty nine thousand, nine hundred dollars (\$1,889,900.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means NEW LEGENDS, LLC, or any assignee of the same.
- H. “Plans and Specifications” means the plans and specifications developed for the Project.

- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C 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.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "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. any related engineering, grading, erosion control, and landscaping.
- M. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- N. "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.
- O. "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.
- P. "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.
- Q. "TID" means Tax Increment District Number Twenty-Three ("TID 23" or the "TID"), of the City of Green Bay. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 23" or the "TID"), effective January 1, 2019.
- R. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- S. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

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

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

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

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall make available eighty percent (80%) of the Annual Available TIF Increment to the Developer for the years 2025 through 2041.
- e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2020July 1, 2023, the TIF Increment would be determined as of January 1, 2021-2024 and the PAYGo reimbursement would first be payable in 20222025.

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

3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:

- a) Public Improvements, as defined in Section II. L.; then
- b) "Private Improvements", including:
 - (I) Environmental remediation, and asbestos abatement as required by State and Federal law;
 - (II) Building demolition and site clearing; and
 - (III) Stormwater management facilities and related improvements; and

(IV) Building foundations, paving, landscaping and related site improvements; and

(V) Building superstructure, including core and shell.

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

4. Public Improvements. Prior to November 1, ~~2020~~2022, the City and/or RDA shall at their expense, construct appropriate paving, landscape, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations within the public right of way along the north side of Brett Favre Pass and Tony Canadeo Run, between the City boundary to the west and Bart Starr Drive to the east, in compliance with current industry standards.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of:

a) Tax year ~~2041~~2040;

b) The termination date of the TID; or

c) The termination of this Agreement, if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to ~~September~~January 1, ~~2019~~2022, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
1. The location of a potential Legends District gateway sign and/or artwork, as approved by the Developer.
 2. A potential future building footprint on the southern portion of the Property.
- B. Construction Documents. Prior to ~~September~~March 1, ~~2019~~2022, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and photographic examples of interior finishes; and
 4. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to ~~September~~March 1, ~~2019~~2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than ~~sixteen~~twenty-million (\$~~16~~20,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. By no later than ~~September 1, 2019~~March 1, 2022, Developer shall have in place and shall provide the Executive Director of the RDA proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than ~~September 1, 2019~~March 1, 2022, Developer shall have in place and shall provide Executive Director of the RDA proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than ~~September 1, 2019~~March 1, 2022, Developer shall have obtained land control for all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. 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.
- J. Certified Survey Map. If required as part of compliance with Section IV. E., Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than ~~December~~April 1, ~~2019~~2022. Construction shall be completed no later than ~~December~~July 1, ~~2020-2023~~. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Reports and Information. Upon request of the Executive Director of the RDA, Developer shall provide information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement, including progress reports during the course of construction and/or annual financial statements for Developer.
- N. 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.
- O. 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.
- P. 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.
- Q. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City 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.

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

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

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

- a) Bodily Injury by Accident - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and
- c) \$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 - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
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 - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$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 \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

- I. 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.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- 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, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City 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.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2040.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. O. 2., IV. P., IV. Q. 2., IV. S., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. 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.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

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: KrisTe@greenbaywi.gov celestine.jeffreys@greenbaywi.gov
 ~~facsimile: 920-448-3016~~

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: KevinVo@greenbaywi.gov neil.stechschulte@greenbaywi.gov
 ~~facsimile: 920-448-3426~~

To the Developer: THE LEGACY GREEN BAY, LLC
 Attention: Vicky Fabry
 999 Lombardi Avenue
 Green Bay, WI 54304

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

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

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

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

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

case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- N. Recording of Agreement. The City may record 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.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- S. Adjacent Public Improvements. The RDA and/or City shall make a good faith effort to work with the Village of Ashwaubenon and owners of real property adjacent to Brett Favre Pass to provide a safe, comfortable and contiguous pedestrian connection for the Legends District to Holmgren Way.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
THE LEGACY GREEN BAY, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ ~~2019~~2021, the above named _____, a member of THE LEGACY GREEN BAY, 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 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
THE LEGACY GREEN BAY, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
~~Kris A. Teske~~ Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ ~~2019~~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 _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
THE LEGACY GREEN BAY, LLC

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
~~Kevin J. Vonck~~ Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ ~~2019~~2021, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A Property Map



EXHIBIT B
Legal Description

136,125 SQ FT LOT 2 OF 37 CSM 99 BNG PRT OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 OF
PC 13 WSFR & BNG PRT OF PC 14 & 15 WSFR

EXHIBIT C Preliminary Concept Plan



NOT FOR CONSTRUCTION

NEW HOTEL DESIGN THE LEGACY GREEN BAY, LLC
Performa
ARCHITECTS + ENGINEERS
DATE: 08/08/2018
PROJECT: NEW HOTEL DESIGN
SCALE: 1"=50'
C1.1
10/03



Performa
ARCHITECTS + ENGINEERS

THE LEGACY
HOTEL

New Hotel Design
CONCEPTUAL RENDERING

Southwest View

Performa
ARCHITECTS + ENGINEERS
April 8, 2018

total: 80 suites
 80,400 SF (not including basement)
 exterior = 748'-0" LF

STUDIO: 66
 CLASSIC: 12
 GRAND: 2

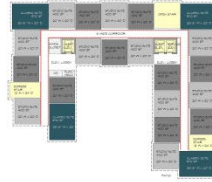
5
 15,150 SF
 STUDIO: 10
 CLASSIC: 1
 GRAND: 1



4
 15,150 SF
 STUDIO: 18
 CLASSIC: 3
 GRAND: 1



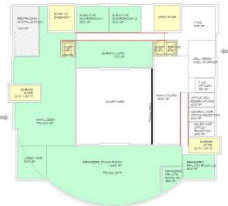
3
 15,150 SF
 STUDIO: 18
 CLASSIC: 4
 GRAND: 0



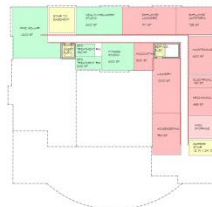
2
 15,250 SF
 STUDIO: 18
 CLASSIC: 4
 GRAND: 0



1
 19,700 SF



BASEMENT
 11,120 SF





LEGACY HOTEL

WEST ELEVATION

SCAL 1/8" = 1'-0"
E:



LEGACY HOTEL

EAST ELEVATION

SCAL 1/8" = 1'-0"
E:



LEGACY HOTEL

SOUTH ELEVATION

SCAL 1/8" = 1'-0"
E:

Performa
ARCHITECTS + ENGINEERS

09/10/2020



LEGACY HOTEL

NORTH ELEVATION

SCAL 1/8" = 1'-0"
E:



NORTHEAST PERSPECTIVE



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE



WEST PERSPECTIVE

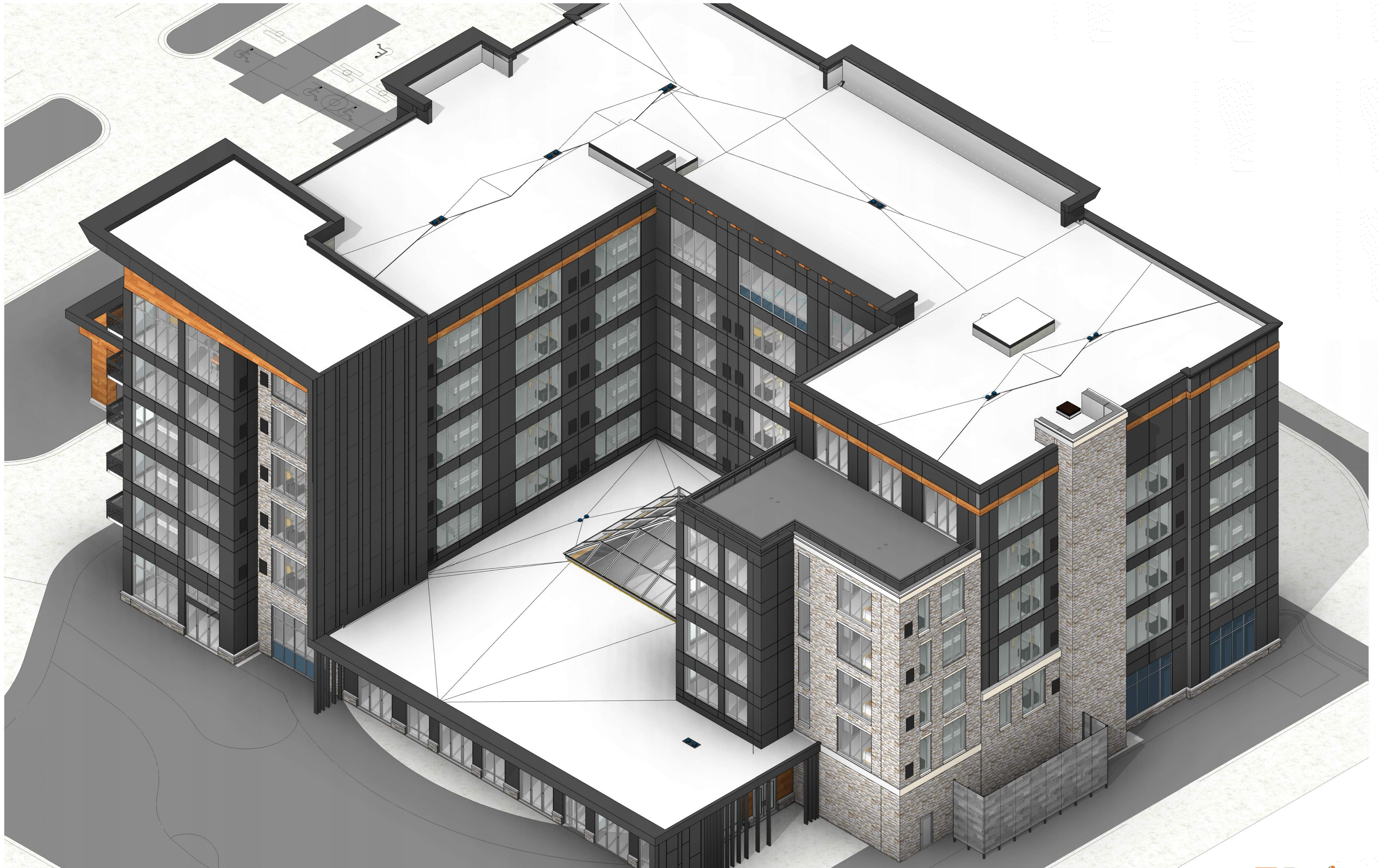
LEGACY HOTEL

PERSPECTIVE

SCAL
E:

Performa
ARCHITECTS + ENGINEERS

09/10/2020



LEGACY HOTEL

AXONOMETRIC

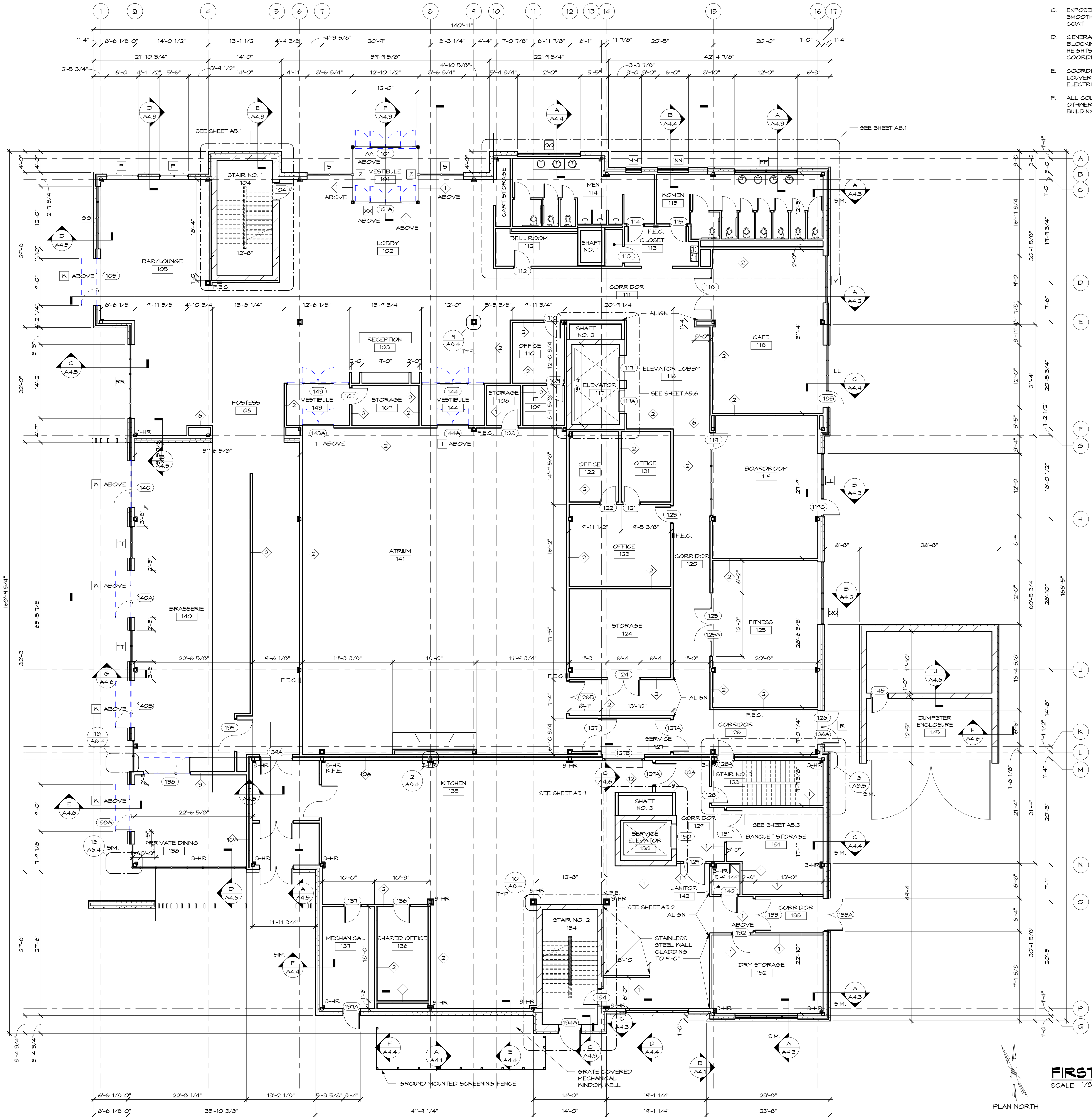
SCAL
E:

 **Performa**
ARCHITECTS + ENGINEERS

09/10/2020

FLOOR PLAN GENERAL NOTES

- A. ALL GYPSUM BOARD WALLS ARE TO BE WALL TYPE #1 UNLESS NOTED OTHERWISE.
- B. INTERIOR WALL DIMENSIONS ARE TO FINISH FACE OF GYPSUM BOARD UNLESS DETAILED OR NOTED OTHERWISE.
- C. EXPOSED COLUMNS SHALL BE GRIND AND/OR SANDED SMOOTH TO REMOVE ALL DRIPS/DEFECTS BEFORE FINISH COAT.
- D. GENERAL CONTRACTOR SHALL PROVIDE WOOD BLOCKING AND BACKING FOR ALL CASEWORK. BACKING HEIGHTS TO BE SUBMITTED BY CASEWORK SUPPLIER FOR COORDINATION WITH OTHER TRADES.
- E. COORDINATE SIZE AND LOCATIONS OF ANY AND ALL LOUVERS AND WALL OPENINGS WITH MECHANICAL, ELECTRICAL, AND PLUMBING SUBCONTRACTORS.
- F. ALL COLUMN WRAPS TO BE 1-HR RATED UNLESS NOTES OTHERWISE. SEE DETAILS 9/A3.4, 10/A3.4, 2/A3.4. SEE BUILDING SECTIONS FOR BEAM CLADDING.



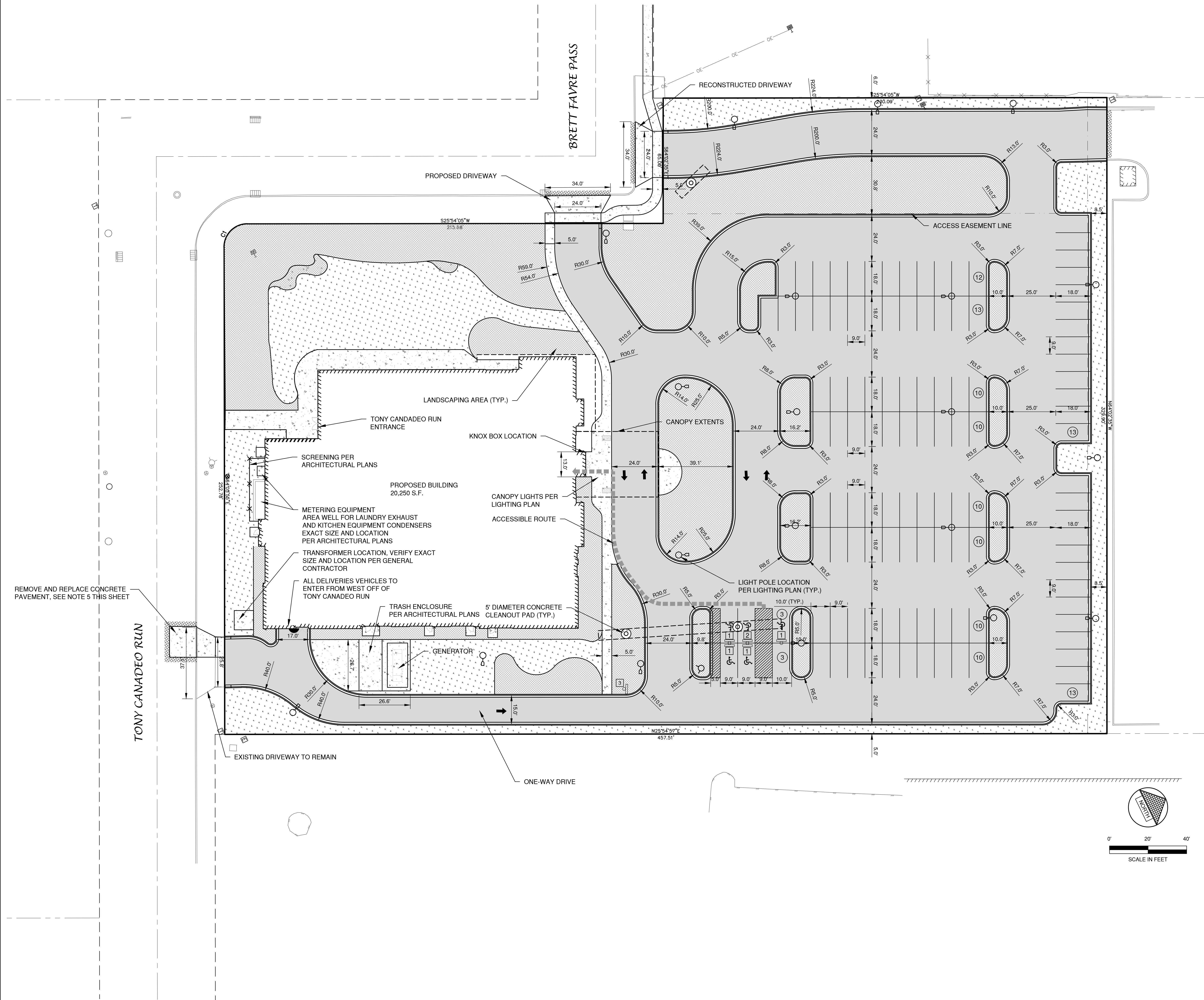
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NEW HOTEL DESIGN
The Legacy Green Bay, LLC
1004 Brett Favre Pass Green Bay, WI 54304

Performa
De Pere, Wisconsin | Atlanta, Georgia

FIRST FLOOR PLAN

DRAWN	DWB	CHKD	RB
DATE	09/25/20	SCALE	1/8" = 1'-0"
DRAWING NO.	A1.2		
PROJECT NO.	19005	REV.	1



- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT (LIGHT) (S.F.)
 - LANDSCAPE AREA
 - GREEN SPACE
 - TRAFFIC FLOW ARROW
 - HANDICAPPED PARKING
 - INDICATES NUMBER OF PARKING STALLS
 - WALL PACK
 - LIGHT POLE (1 LAMP)
 - LIGHT POLE (2 LAMPS)
 - LIGHT POLE (3 LAMPS)
 - LIGHT POLE (4 LAMPS)
- *NOTE:** ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

- NOTE**
- ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.
 - SAWCUT LINE. SWEEP UP DUST AFTER SAW CUTTING SO FINES DON'T END UP IN STORM SEWER
 - THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) THREE WORKING DAYS BEFORE THE START OF ANY CITY STREET CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY. CONTACT MATT WOICEK PH. (920) 448-3100
 - THE KNOX BOX BRAND LOCKING BOXES CAN BE PURCHASED BY CALLING (920) 448-3280 AND REQUESTING A KNOX BOX BRAND LOCKING BOX PACKET OR BY GOING ONLINE AT KNOXBOX.COM (USE CITY OF GREEN BAY AS JURISDICTION) (IFC 506.1 & 506.1.1)
 - THE PROPOSED SEWER/WATER LATERAL CONNECTION IN THE PUBLIC RIGHT OF WAY WILL REQUIRE A TEMPORARY STREET REPAIR UNTIL A PERMANENT REPAIR CAN BE MADE BY THE CITY OF GREEN BAY. THE COST OF THE PERMANENT REPAIR WILL BE THE RESPONSIBILITY OF THE CONTRACTOR THAT TAKES OUT THE STREET EXCAVATION PERMIT.
 - THE CITY OF GREEN BAY DEPT. OF PUBLIC WORKS MUST BE NOTIFIED (3) THREE WORKING DAYS BEFORE THE START OF ANY SANITARY SEWER OR STORM SEWER CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT MATT HECKENLAIBLE PH. (920) 448-3100
 - THE CITY OF GREEN BAY WATER DEPT. MUST BE NOTIFIED (3) THREE WORKING DAYS BEFORE THE START OF ANY WATER MAIN CONSTRUCTION WITHIN A PUBLIC RIGHT OF WAY OR EASEMENT. CONTACT BRIAN POWELL PH. (920) 448-3480

PARKING DATA
TOTAL PARKING STALLS PROVIDED = 117
HANDICAP ACCESSIBLE PARKING STALLS = 5
TOTAL PARKING STALLS REQUIRED = 112
1 STALL PER GUEST ROOM X 80 GUEST ROOMS = 80 STALLS
1 STALL PER 100 SQUARE FEET OF RESTAURANT SPACE X 3,200 S.F. = 32 STALLS

SITE DATA
TOTAL AREA = 3.13 ACRES, 136,127 S.F.
BUILDING AREA = 0.47 ACRES, 20,250 S.F. (14.9%)
SIDEWALK/PARKING LOT AREA = 1.67 ACRES, 72,885 S.F. (53.5%)
GREEN SPACE = 0.99 ACRES, 42,992 S.F. (31.6%)

ZONING
PUD

CONSTRUCTION CLASSIFICATION
2B, SPRINKLED

PARCEL NO.
1-1841-C-2

SITE ADDRESS
1004 BRETT FAVRE PASS

DATE	09/25/20
DESCRIPTION	BIDS/CONSTRUCTION
NO.	1

NEW HOTEL DESIGN

The Legacy Green Bay, LLC

1004 Brett Favre Pass Green Bay, WI 54304

Performa
ARCHITECTS + ENGINEERS
1214 BROADWAY, 2ND FLOOR
GREEN BAY, WI 54303-2899
PHONE: (920) 326-0141 FAX: (920) 326-2899 www.performanc.com

REL Robert E. Lee
& Associates, Inc.
Engineering | Surveying | Environmental | Ecological
1250 CENTENNIAL CENTRE BOULEVARD
GREEN BAY, WI 54303
920.662.1941 www.relinc.com

SITE PLAN

TITLE	
DRAWN	CHD
DATE	SCALE
DRAWING NO.	C1.2
PROJECT NO.	REV.



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 18, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.3

Consideration with possible action on general terms and conditions for tax incremental financing assistance for a redevelopment project at 216-222 Cherry Street.

BACKGROUND

The Developer is requesting Tax Incremental Financing assistance to help facilitate the redevelopment of 222 Cherry Street in Downtown Green Bay from a single-story commercial building into a multi-story mixed-use building. The general project description is as follows:

The existing building is 10,563 SF on .36 acres of property. The property consists of a main floor with a basement. It currently has 12 parking spots on the back side of the building that will remain. The building was the former Masonic temple and had three stories above grade. The top two floors burnt down, leaving just the present single-story building.

The Developer is proposing to add three to five stories of market rate residential apartment units above the existing building. The initial structural engineering investigation showed structural support for up to five stories (possibly up to six), but further testing is required to confirm initial findings. Depending on the number of floors the existing building can support, the number of market rate apartments could be between 39 and 65 units and will be a combination of one-bedroom and two-bedroom units.

The interior and exterior of the main floor will be renovated as well and will remain commercial space with retail and office tenants. We are also exploring adding additional commercial space in the basement level along with storage space for our residents. There will also be a rooftop terrace for the residents to come together and share the beautiful view overlooking Downtown Green Bay. The Developer has provided a preliminary rendering for the project.

The Developer is looking to partner with the City to lease parking spots in the Cherry Street parking ramp just west of the property, during off-peak hours on weeknights and weekends, thereby not conflicting with the current, mostly-day use of the ramp. The Developer is also proposing to connect the project building to the ramp with a skywalk.

Preliminary Budgets:

39 units:

Budget Construction Costs: \$7,500,000 (Approximately 50,000 SF)

Budget Residential Revenue: \$54,500/mo

Budget Commercial Revenue: \$12,500/mo

Budget Parking Stall Revenue: \$1,875/mo

Budget Operating Expenses and Debt Service: \$61,700/mo

65 units:

Budget Construction Costs: \$12,000,000 (Approximately 75,000 SF)

Budget Residential Revenue: \$98,100/mo

Budget Commercial Revenue: \$12,500/mo

Budget Parking Stall Revenue: \$3,350/mo

Budget Operating Expenses and Debt Service: \$98,650.00/mo

Request for City Assistance:

The Developer is requesting City of Green Bay assistance of 75% of the increment created from the development to ensure its success. Also included in this assistance would be the use of the necessary parking stalls for our residential apartment renters.

Timeline:

The Developer would like to begin construction in the first quarter of 2022.

Staff has prepared the following general terms and conditions for consideration by the Developer and the RDA:

Developer Obligations

- Developer acknowledges the base value for the project site as of 1/1/2021 is:
 - Land: \$133,800
 - Improvements: \$641,800
 - Total: \$775,600
- Developer is proposing to construct three to six stories of market rate residential apartment units above the existing building. First floor to remain commercial. Depending on the number of floors the existing building can support, the number of market rate apartments could be between 39 and 65 units and will be a combination of one-bedroom and two-bedrooms.
- Developer to guarantee a minimum construction investment of \$7.5 million to \$12 million (to be finalized depending on number of units), and a minimum tax payment on newly created assessed value of \$4 million to \$9 million (to be finalized depending on number of units).
- Developer to submit building and site plans for review and approval by April 1, 2022, including feasibility study on connecting a skywalk to the Cherry Street Parking ramp. Developer will submit designs and construction cost estimates related to the proposed skywalk to the Department of Public Works for review and approval.
- Developer to pay all applicable development fees as required by the City
- Developer shall not have any outstanding funds due to the City, and not have any current code enforcement action pending or active on any property owned all or in part by the Developer.
- Developer to negotiate and enter into a lease for parking stalls with the City for the Cherry Street parking ramp during off-peak hours on weeknights and weekends by July 31, 2022.
- Developer to begin construction by September 1, 2022.
- Developer to complete construction (including the skywalk to the ramp) by December 31, 2023.
- Developer acknowledges the following property tax related dates:
 - Project to be fully assessed as of January 1, 2024.
 - First tax bill on fully assessed project due and paid in 2025. Annual property taxes to be paid no later than June 30th each year.
 - First TID assistance payment in 2025.

City Obligations

- City to review all completed application materials in a timely manner through standard review

processes. RDA to approve development concept (separate from any staff level, Plan Commission, or Council approvals for zoning and site plan).

- City to create a new Downtown TID effective 1/1/2022 by May 1, 2022.
- City to allocate 75% of annual increment to be paid to the Developer from 2025 through 2041. Annual payments to be made within 45 days of annual property taxes being paid. (Estimated to be approximately \$1,126,260 total)
- City to review and approve a lease for parking stalls in the Cherry Street Parking Ramp.

RECOMMENDATION

To approve the general terms and conditions as presented, and direct staff to prepare a formal development agreement with the following conditions:

- City creating a new Downtown TID effective 1/1/2022 that includes the project site
- Agreement between the Developer and the City on leasing parking stalls in the Cherry Street Parking Ramp
- Agreement on evaluating the feasibility, design, construction and cost of a skywalk connecting the Cherry Street Ramp and the Project
- Review by the City Attorney and to present a final Development Agreement to the RDA for a final recommendation prior to forwarding to the City Council for their consideration

FISCAL IMPACT

Assuming that a new TID is created by the City, the TID request is on a PayGo basis and is consistent with other requests for assistance with other redevelopment projects in the Downtown area. A key component of a final agreement will be the ability of the Parking Utility and the Developer to come up with a lease agreement for parking stalls that is financially sound for both parties, as well as agreeing upon a design for a skywalk between the proposed project and the Cherry Street Ramp.

ATTACHMENTS

- I. Cherry - Prelim I-A0.2



EXISTING SITE CONDITIONS

SCALE: N.T.S.



PROPOSED FACADE RENOVATIONS & ADDITION

SCALE: N.T.S.



VISION
ARCHITECTURE, LLC

P.O. Box 224
Neenah, WI 54956
920-904-4300

www.vision-architecture.net

Site Development For:

Cherry Street

Green Bay, Wisconsin

Issue Date: 7/9/2020

Revisions:

A0.2



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

November 18, 2021

PREPARED BY

Kaurie Mihm, Parks Design and
Development

AGENDA ITEM # D.4

Consideration with possible action on awarding a bid for architectural and engineering services for Leicht Memorial Park Master Planning, Shelter and Stage.

BACKGROUND

The City received four quotes from Somerville, Berners Schober, ISG, and SmithGroup. Quotes ranged from \$95,000 to \$282,500. Parks staff is evaluating qualifications and scope of each quote, and will have a recommendation for the RDA at the meeting on November 18th.

RECOMMENDATION

To be provided at the RDA meeting.

FISCAL IMPACT

Project to be funded from TID 5.

ATTACHMENTS

- I. Quote Summary

CITY OF GREEN BAY, WISCONSIN			
SUMMARY OF QUOTES FOR:			
ARCHITECTURAL & ENGINEERING SERVICES FOR LEICHT MEMORIAL PARK MASTER PLANNING, SHELTER & STAGE			
CONSULTANT	BASE QUOTE	DEDUCT	EXCEPTIONS
SOMERVILLE	\$ 95,180.00	If shleter and stage are constructed concurrently \$ 5,300	• Indemnification (Hold Harmless) Agreement • Insurance limits • Owner to locate utilities • Ownership of Documents-Architect's Standard Specifications and Construction Details
BERNERS SCHOBBER	\$ 115,902.00		• Permitting limited to local erosion control and storm water management
ISG	\$ 149,100.00		
SMITHGROUP	\$ 282,500.00		• A few items not identified
Note: RFP was sent to seven companies, four companies responded.			



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

November 18, 2021

PREPARED BY

Will Peters

AGENDA ITEM # D.5

Consideration with possible action on the MF Housing Partners, LLC request for development subsidies including HOME funding, TIDAH funding, and land disposition to support the development of affordable, multi-family housing on the 1100 Block of East Walnut Street.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1)(g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

MF Housing Partners, LLC was approved for a six-month planning option to develop the 1100 Block of East Walnut Street into 43 units of affordable housing. Nine units will be available to families earning 30% CMI, seventeen units will be available to families earning 50% CMI, ten units will be available to families earning 60% CMI, and seven units will be market rate. Due to the increased cost of construction and material, MF Housing Partners, LLC is requesting HOME-funded assistance in the amount of \$500,000.00 (there is currently \$664,943.03 of HOME funds available) and TIDAH funded assistance in the amount of \$500,000.00 (there is currently \$1,153,549.34 of TIDAH funds available).

City Staff has underwritten the developer's HOME application and determined the project is eligible for HOME funding. Staff reviewed the Developer's application for TIDAH funds and determined the developer met the necessary criteria laid out in the TIDAH Policy:

Meets the 20% minimum equity requirement and project financing requirement.

Contributes to the Percent for Art requirement.

Furthermore, the proposed project meets the following priority areas within the TIDAH Policy:

The project is being proposed on RDA-owned property.

The project is within a CDBG eligible census tract.

The project location is accessible to pedestrians and bicyclists, and is serviced by public transportation.

The project will create a higher per-acre property value than adjacent properties.

The project is proposed by a developer who has experience and has completed successful affordable housing projects in partnership with WHEDA and HUD.

The project will enhance the physical landscape.

After reviewing both applications and the total gap in the Developer's financing, staff recommends awarding \$400,000.00 in HOME funds and \$400,000.00 of TIDAH funds in the form of a low interest loan.

Regarding disposition of the property, staff recommends selling the property to MF Housing Partners, LLC for \$200,000.00 contingent on the Developer securing Low Income Housing Tax Credits through WHEDA.

RECOMMENDATION

To approve awarding \$400,000.00 in HOME funds, \$400,000.00 of TIDAH funds in the form of a low interest loan, and selling the property in the amount of \$200,000.00 to MF Housing Partners, LLC for the development of affordable, multi-family housing on the 1100 Block of East Walnut Street, contingent on the developer securing Low Income Housing Tax Credits through WHEDA.

FISCAL IMPACT

ATTACHMENTS

1. 1100 E. Walnut Investment
2. HOME Application
3. TIDAH Application
4. 1100 Block E. Walnut Site

INVESTMENT

Development Costs:	Land Purchase Price	\$200,000
	Hard Costs	\$7,260,640
	Soft Costs	\$1,958,944
	Reserves	\$225,761
	Total Project Costs	<u>\$9,645,345</u>

Sources of Funds:

Low Income Housing Tax Credit Equity	\$5,275,972
City of Green Bay Support	\$800,000
Grants or Subordinate Loans By Others	\$900,000
Deferred Development Fee	\$208,995
First Mortgage	\$2,460,378
Total Sources of Funds	<u>\$9,645,345</u>

Current Assessed Value	\$0.00
Estimated (As Complete) Assessed Value	\$3,000,000
Estimated Increment Created	<u>\$3,000,000</u>

Total project costs are expected to be approximately \$9.70M; However, the estimated assessed value of the development as completed is \$3M. This is due to the methodology applied when appraising a development built with Low Income Housing Tax Credits. The income approach is utilized as the main basis of value.

The above breakdown shows \$800,000 being requested in City financial assistance. This scenario also assumes a land purchase price of \$200,000, a reduction of which would reduce the gap funding required by the City. While a pay-go TIF seems like a logical source for this support, it is noted that the Property is not located in an active TID. With the ability to extend other City TID's for an additional year in order to support affordable housing development, we have identified this as another potential source for this support. City HOME funds, ARPA funds or CDBG funds would also be a potential sources if this use is within the City's goals for each of the aforementioned funding options.

Please see the following page for a bank letter from Community First Credit Union signifying our ability to achieve proper financing for this development. An allocation of LIHTC will be applied for and determined by WHEDA.

HOME Investment Partnerships (HOME) Program
Funding Application

Redevelopment Authority of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

HOME FUNDING APPLICATION

INTRODUCTION AND INSTRUCTIONS

The City of Green Bay is a Participating Jurisdiction for HUD's HOME Investment Partnerships Program (HOME). The City receives HOME entitlement funds annually that can be used to promote affordable housing through activities such as homeowner rehabilitation and construction of new affordable units.

This application must follow guidelines set forth by the U.S. Department of Housing and Urban Development (HUD); please visit HUD's website at www.hud.gov for all regulations pertaining to the HOME program. It is the applicant's responsibility to be aware of the income, rent, occupancy, matching, affordability and resale restrictions, among others, that are requisites of the HOME program.

The City evaluates applications on a rolling basis throughout the year and decisions are made based on the project's viability and conformance with the City's Consolidated Plan.

Please follow the following instructions for submittal of an application:

- A copy of a complete application should be submitted to Ms. Krista Cisneroz, Community Development Specialist, 100 N. Jefferson Street, Room 608, Green Bay, WI 54301
- Do not revise or alter the application format; an altered application will be returned to you.
- Completeness of application is important.

You will be contacted after review of the application has taken place; an application alone does not guarantee HOME funding.

You can request a fill-in Word version of this application by emailing Krista Baeten at kristaci@greenbaywi.gov.

HOME FUNDING APPLICATION

1. Applicant Name: MF Housing Partners, LLC

2. Address: 100 Lawrence St. Appleton, WI 54911

3. Contact Person: Marissa Downs

Tel.: 920-602-6679

Fax: _____

Email: downs@mosaicpropertyventures.com

4. Type of Application: (mark all that apply)

Acquisition ☒ New Construction ☐ Rehabilitation ☐ Pre-Development Loan/Grant

5. Type of Applicant: (mark all that apply)

☐ Non-profit ☒ For-profit ☐ CHDO Tax Exempt ID# _____

☒ Project Sponsor ☒ Project Developer ☒ Project Owner

6. Project Name: City East Apartments

Project Location: 1100 Block of E. Walnut Street

7. Project Cost:

Total Cost of Project: \$10,090,698 Total # of units in project: 43

HOME Funds Requested: \$513,000 Rental project: ☒ Homebuyer ☐

8. Project Description:

a) Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age and general condition. **City East Apartments is a proposed multifamily development that will help transform the 1100 block of E. Walnut Street by reimagining an underutilized 1.2 acre lot into 43 apartment homes. City East will be a mixed-income development with more than 84% of its units specifically catering to residents making 60% or less of the County Median Income. The neighborhood is predominantly single-family residential and the proposed design of City East will help to add multi-family units in a design that is in keeping with the feel of the lower-density uses that surround the subject site.**

b) Explain the need for the HOME funds and the intended use of the HOME funds. Please identify the total number of units in the project and the number of units that will be designated as HOME units. **With rising construction costs and the capped nature of the rental rates at City East, there is a substantial gap created with the commitment to building units with affordable rent. These HOME funds would assist in closing that gap in part. Of the total units, 3 one-bedroom units and 4 two-bedroom units set-aside at 30% of the CMI would be designated as HOME units.**

c) Describe the targeted population. **The target population would be individuals and families earning at or below 60% of the CMI. There are 7 market rate units that would not have income restrictions; the likely target market for these units would be individuals and families earning at or below 80-100% of the CMI.**

d) Households/Persons Benefited:
43 _____ total # of households 141 _____ total # of persons

9. Please list the following (do not include lenders):

a) Development Team

SEE

ATTACHED

Architect:

Engineer:

Financial Consultant:

Project Attorney:

Construction Management or General Contractor:

Operational/Rental Management:

Other:

b) Please attach resumes of all Development Team members to demonstrate their experience and capacity in undertaking previous HOME projects or ones similar to the project for which HOME funds are requested. **SEE ATTACHED**

c) Please explain who will be responsible for the day-to-day coordination of the project and identify whether they are the owner, sponsor or developer of the project. **MF Housing Partners (MFHP) will be responsible for the day-to-day coordination of the project. MFHP will be the owner and developer of the project. One of the partners of MFHP has worked on 22 developments with HOME funds as part of the capital stack and has experience with the requirements associated with these funds.**

d) Please provide an organizational chart for all partnerships formed or to be formed. If applicable and available, please provide an operating agreement. **Please see attached**

10. Project Market:

Briefly describe the households/individuals that will be targeted by the project, and how strong the local market demand is for your project. In your narrative please include references from supporting documentation such as feasibility or market studies and census data used. Attach copies of documents. **Market Study is underway – this data can be supplied once complete**

11. Persons/Households Benefited – Indicate the number benefited by income group in the following table:

The information in the table below is in: _____ Households _____ Persons (check one)

Targeted Income Level*	RENTERS				OWNERS			HOMELESS		NON- HOMELESS or SPECIAL NEEDS
	Elderly	Small Family (2-4 Persons)	Large Family (5 or more)	All Other Households	Existing Home- owners	With Children	All Others	Individuals	Families	
0 to 30% AMI*										
31 to 50% AMI										
51 to 60% AMI										
61 to 80% AMI										
81% + of AMI										
TOTAL										
*AMI means Area Median Income. Please refer to annual HUD income limits at www.hud.gov										

12. Participant Marketing and Selection Process:

a) Describe how the participants (tenants, homebuyers or program participants) will be selected. **Please see attached marketing plan**

b) Will the selection process will be subject to preference policies? (check one)

No ☒ Yes ☐ Please describe these policies.

c) Please provide a copy of the Affirmative Marketing Plan for this project. **Underway, information attached**

d) Services Provided: Describe any services that will be provided to the tenants, homebuyers or program participants of this project. (Summary can be provided in an attachment.) **Services will be provided at City East through a collaboration with a non-profit partner to utilize Community Service Facility space on-site. Job training services will be held in this space. Other service connection will be done and space will be available for providers to do outreach to residents.**

13. Coordination with Other Agencies:

Describe how your organization will coordinate with other organizations to provide needed services to participants/residents (if applicable). (Additional information of coordination/collaboration can be included as attachment). **Through partnerships with area non-profits (Newcap, Neighborworks, ADRC), residents at City East will be able to access connection to services through a collaboration between property management staff and contacts at these non-profit organizations and agencies. The planned Community Service Facility space will also offer programming space on site for services. This space will be rented to a non-profit rent free. Job training services would be offered in this space and the exact scope of services will be developed.**

14. Proposed Project Schedule:

a) Project Start-up

Completion Date

Purchase Contract/Option Signed	10/21/21
Property Acquisition Completed	5/30/22
Zoning Approvals Obtained	completed
Detailed Program Design Completed	9/1/22
Environmental Reviews Completed	5/1/22
Building Permits Obtained	10/31/22

b) Financing Sources Obtained

Completion Date

Construction Loan	10/31/22
Bridge Loan	n/a
Private Lender Financing	10/31/22
Gov't Grants/Loans	10/31/22
Other Financing:	
Other Financing:	
Other Financing:	

c) Construction/Implementation

Completion Date

Construction Starts	11/1/22
Marketing of Units begins	8/1/23
Closing on First Sale (homebuyer projects)	
Closing on Final Sale (homebuyer projects)	
Initial Lease-Up of Units (rental projects)	11/15/23
Full Lease-Up Completed (rental projects)	3/15/24
Rehab Construction Completed (for units currently occupied)	

15. Project Costs & Use of HOME funds:

HOME regulations require that every dollar of HOME funds must be matched with at least 25 cents of non-federal funds provided to a project. HOME funds will be paid out off of accruals at the close of the project, not to exceed the budgeted percentage of each line without prior authorization. A 10% retainage will be held until all paperwork is submitted on the project.

a) New Construction or Rehabilitation

	Total Budget	HOME Funding	HOME %	25% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units				
New construction of residential units	\$10,090,698	\$513,000	5%	\$129,000
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b) Acquisition

	Total Budget	HOME Funding	HOME %	25% Match
Land	\$200,000	\$0		
Buildings	\$7,726,320	\$513,000	6.64%	\$129,000
Other Expenses: (Detailed explanation must be attached)				

c) Site/Off-site Improvements

	Total Budget	HOME Funding	HOME %	25% Match
Clearance/demolition				
Drainage improvements				
Installation/renovation of sanitary sewers				
Remediation				
Transportation improvements (on-site)				
Transportation improvements (off-site)				
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

d) Soft Costs

	Total Budget	HOME Funding	HOME %	25% Match
Market Analysis				
Architectural				
Engineering				
Application Fees for financing				
Permanent Financing Fees				
Appraisal and environmental assessment fees				
Tax Credit Syndication Fees				

Attorney Fees				
Developer's Fees				
Developer's Overhead				
Construction Management				
Other: (Detailed explanation must be attached)				

e) Reserves and Contingencies

	Total Budget	HOME Funding	HOME %	25% Match
Initial Operating and Repair/Replacement Reserves				
Construction Contingency				
Other: (Detailed explanation must be attached)				

f) Relocation and Loss of Rental Income

	Total Budget	HOME Funding	HOME %	25% Match
Relocation*				
Loss of Rental Income				
Other: (Detailed explanation must be attached)				

*Temporary Relocation Plan (if applicable): The project must not result in the permanent displacement of low or moderate income residents. Any temporary relocation of residents must be carried out in accordance with a temporary relocation plan that conforms to the HUD requirements under the Uniform Relocation Act and is approved by the City. Residents that are temporarily relocated must be offered a decent, safe and sanitary dwelling unit in the Project or another property comparable to the tenant's affected unit. In the event that the Project involves a broad geographic area, the unit to be offered must be located in close proximity to the affected unit, as such proximity is determined in the sole opinion of the City of Green Bay.

g) Tenant and Homebuyer Assistance

	Total Budget	HOME Funding	HOME %	25% Match
Tenant-based rental assistance*				
Security Deposit payments for renters				
Downpayment assistance for homebuyers				
Mortgage financing for homebuyers				
Other: (Detailed explanation must be attached)				

*If Section 8 vouchers are being used, please specify whether it is project-based or tenant-based assistance.

h) Other (Detailed explanation must be attached)

	Total Budget	HOME Funding	HOME %	25% Match
WHEDA Fees				
Reserves				

i) TOTAL COST AND TOTAL HOME FUNDING

	Total Budget	HOME Funding	HOME %	25% Match
TOTALS	\$10,090,698	\$513,000	5%	\$129,000
Percentage of HOME financing Project				
Total Number of units	43			
Total number of HOME units	7			
Other: (Detailed explanation must be attached)				

16. Sources of Funds: Sources and Uses can be included as attachment.

a) Please attach commitment letters

HOME funds will not be awarded until all funding sources are committed.

b) Grant Sources (complete as applicable)

Funding Agency	Amount	Application to be submitted /date	Application in review by agency/date	Approved for funding/date
FHLB AHP	\$900,000	6/2022	6/2022	10/2022

c) Permanent Financing (do not include construction financing)

Name of Lender or Source of Funds, Contact Persons and Telephone Number	Amount Funded	Annual Debt Services	Annual Interest Rate	Amortization Period (yrs)	Loan Term (yrs)	Actual or Projected Commitment Date
WHEDA	\$2,242,483	\$134,954	4.95%	35	15	5/31/22
FHLB AHP	\$900,000	n/a				11/1/22
Additional Soft Dollars	\$500,000	n/a				
LIHTC Equity	\$5,600,289	n/a				5/1/22
HOME funds	\$513,000					
Owner's Equity	\$334,926	n/a	n/a	n/a	n/a	
TOTAL	\$10,090,698					

d) Construction/Interim Financing

Sources of Funds	Amount	Name & Phone Number of Contact
WHEDA	\$7,342,772	Shreedhar Ranabat 608-266-7884
Equity	\$2,234,926	To be determined
HOME Funds	\$513,000	

e) Cash Drawdown Schedule

Please attach drawdown schedule for all funding sources.

f) Describe the methods used and entities responsible for underwriting analysis of this project:

17. Site Information: (Applicable to acquisition, rehabilitation or new construction projects)

a) Do you have site control? Yes

If yes, what form: Planning Option _____

Please attach evidence of site control and/or lease if applicable.

b) Sellers name: Redevelopment Authority of the City of Green Bay _____

c) Seller's Address: 100 N. Jefferson Street, Green Bay 54301 _____

d. Telephone: 920-448-3150 _____ Fax: _____

e) Seller's relationship to applicant submitting request for HOME funds: None

f) Size of site:

Attach map and legal description, if available.

Attach sketch or site plan, if available.

Attach at a minimum two (2) color photographs of the site to be built on, if available.

g) Is the site properly subdivided/zoned? Yes

Zoning Classification of site: _____

Attach evidence of proper subdivision and zoning.

If no, explain the schedule in the space below:

h) Are all utilities presently available on the site? Yes

i) Answer the following environmental questions and provide information as appropriate:

Yes No

Are there designated floodplains areas on the site?	X
Are there designated wetland areas on the site?	X

Is the project/surrounding area listed on the National /State/Local Registers of Historic Places? National _____ State _____ Local _____		X
Is the project affected by a noise source? (airport, railroad tracks, major street/highway)?		X
Are you aware of any environmental hazards that are on or near the site?		X
Are there any soil, slope or erosion concerns associated with the site?		X
Has a Phase One Environmental Assessment been done for the site?	X	
Are there any other environmental issues you wish to bring to our attention?		X

18. Acquisition, Rehabilitation or New Construction of Homes for Sale (to be filled out for this type of project only):

a) Use of HOME funds

Activity	Total Cost Per Unit	Maximum HOME Cost Per Unit	Average HOME Cost Per Unit

b) How long will you organization hold title to the homes before conveying them to qualified homebuyers?

c) Describe the carrying costs that will be included in the price to the homebuyer (e.g. insurance, maintenance, financing charges etc.)

d) Description of the homes to be sold. (Complete one row of table for each type of home.

Size of Home (in # of bedrooms and baths)	Type of Home (SI ² attached, SI ² detached, TH, etc.)	Average Square Feet of Home	Anticipated Selling Price	Anticipated Appraised Value

19. APPLICANT'S CERTIFICATION

The Applicant certifies that all the information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a loan or grant under the City of Green Bay's HOME affordable housing program and is true and complete to the best of the Applicant's knowledge and belief. Verification may be

obtained by the City from any source named herein. The Applicant agrees that this application is a public document and is subject to the Freedom of Information Act.

Marissa Downs

Authorized Applicant Representative



Signature

Member, MF Housing Partners

Title

10/27/21

Date



Community & Economic Development Department
100 North Jefferson Street - Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3400
Fax 920.448.3426

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) PROGRAM APPLICATION FORM

Name/Company: MF Housing Partners LLC	
Contact Person: Marissa Downs	
Current Address: 100 W. Lawrence St. Appleton, WI 54913	
Telephone Number: (Home) 920-602-6679	(Work)
Email: downs@mosaicpropertyventures.com	

Type of Application: (mark all that apply)

Acquisition: ☒	New Construction: ☒	Rehabilitation: ☐
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Type of Applicant: (mark all that apply)

Non-Profit: ☐	For-Profit: ☒	Project Developer: ☒	Project Owner: ☒
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Project Location: 1100 Block E Walnut
RDA/CITY owned parcel? YES or NO: YES
Does applicant have formal control over the site? YES or NO: Yes
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE: The parcel is located in a Priority Location; Not in a TID

Project Cost:

Total Cost of Project: \$10,140,698	Total # Units in Project: 43
TIDAH Funds Requested: \$500,000	Rental Project or Homebuyer: Rental

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:

City East Apartments is a proposed project that will transform 8 vacant under-utilized lots into a 43 unit mixed income housing development.
City East would be the first multi-family development constructed in the immediate vicinity within the last 20 years, providing an over due investment in an area that currently lacks newer, architecturally significant living options.
The existing neighborhood consists of primarily older single family homes and duplex homes.

b. Explain the need, intended use, and justification for TIDAH funds:

Due to the elevated costs of construction and the affordable rents that the project will be providing, there is a significant financial gap.
TIDAH funds will help finance the construction of a high quality building, which will allow rents to stay affordable to house those in need. To fill this gap, we look to a variety of grants, local municipal support, and state support.
Having local municipal support is very crucial to both chip away at the gap, but also to help demonstrate to WHEDA that this project has buy in from the local community and other stakeholders in the development's success.

c. Describe the population intended to be served by this project and TIDAH funds:

This project will be a mixed-income development. Units would range from serving those making 30% or below of the CMI, all the way up to some market rate units.
The TIDAH funds would help this project revitalize the neighborhood and provide an affordable and safe place for 43 families.

d. Describe any other formal City housing goals or other community objectives from approved City plans or policies that are addressed by this project that would make this application for TIDAH funds even more competitive:

This neighborhood was flagged as high priority, to construct new affordable housing to attract and retain existing residents.
In order to construction high quality housing and keep rents affordable, other financing recourses are required. This development will provide a safe and affordable place for those with moderate incomes to call home.

e. Households/Persons Benefited:

Total # of households: 43	Total # of persons: 100-141
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Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI		3	6						
31 to 80% AMI		3	14	10					8
81% + AMI			5	2					
TOTAL		6	25	12					8

Project Costs & Use of TIDAH funds:

a. New Construction or Rehabilitation

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Rehabilitation of existing units	\$0			
Renovation of non-residential structures into residential units	\$0			
New construction of residential units	\$10,140,698	\$500,000	4.9%	\$100,000
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land	\$200,000	\$200,000	100%	\$40,000
Buildings	\$7,726,320	\$300,000	3.9%	\$60,000
Other Expenses:				
(Detailed explanation must be attached)				

c. Site/Off-site Improvements

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Clearance/demolition	\$0			
Drainage improvements	\$0			
Installation/renovation of sanitary sewers	\$0			
Remediation	\$0			
Transportation improvements (on-site)	\$0			
Transportation improvements (off-site)	\$0			
Other: (Detailed explanation must be attached)	\$0			
Other: (Detailed explanation must be attached)	\$0			

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS	\$10,140,698	\$500,000	4.95%	\$100,000
Percentage of TIDAH Financing Project	4.95%			
Total number of units	43			
Total number of TIDAH units	36 will be held for those making 60% or below of the CMI			
Other: (Detailed explanation must be attached)				

Sources of Funds: Grants, Loans or Other Investors

a. Please attach commitment letters

b. Grant sources (complete as applicable)

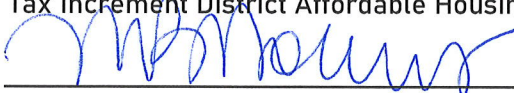
Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date
HOME Funds	\$500,000	10/27/2021		
AHP Funds	\$900,000	06/2022		

c. Provide a list of previous affordable housing projects and project references.

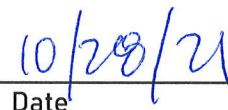
****Any award of TIDAH Funds is subject to an executed agreement that shall include clawbacks or other penalties for failure to perform on the approved project.**

Applicant's Certification:

The applicant certifies that all the information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Green Bay's Tax Increment District Affordable Housing Program.



Signature



Date

Signature

Date

Please initial the following:

MD	The applicant acknowledges that the City may enlist third party professional consulting services to assist in the evaluation of this request for funding, for which 100% of costs may be passed on to the applicant at the City's sole discretion.
MD	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)

Date received: _____

Option awarded: _____

Payment received: _____



1100 Block of East Walnut St.

