AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MARCH 8, 2022, 1:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

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 March 8, 2022, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the February 8, 2022, meetings of the Redevelopment Authority.

E. Regular Business.

1. Election of Officers - Chair, Vice-Chair, and Secretary.
2. Selection of members to serve on various subcommittees of the Redevelopment Authority.
3. Consideration with possible action on a Commercial Facade Building Materials Grant request from Sarah Cooper and Keith Carter for enhancements to 1242 Main Street (Parcel 8-272).
4. Consideration with possible action to approve a 90-day extension of planning option with Maker Solutions for a four-plex townhouse development at 115 S Van Buren Street.
5. Consideration with possible action to approve a 90-day planning option for the development of single-family, owner-occupied affordable housing at 321 Lau Street (Parcel 21-2346).

6. Consideration with possible action on request by Impact Seven for a planning option extension on 420 S. Broadway.

7. Consideration with possible action on approval to quit claim part of Parcel 2-947 to City of Green Bay.

8. Consideration with possible action on a request to amend a development agreement with Miller Land Investments, LLC for the development of a market rate multi-family apartment project at 100 E. Mason Street (Parcels 15-168-A, 15-2, and 15-168).

9. Consideration with possible action on a development agreement for tax increment finance assistance for the redevelopment of the property at 216-222 Cherry Street (Parcel 12-114).

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: April 12, 2022 at 1:30 PM

G. Adjournment.

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

Virtual Meeting Instructions

Redevelopment Authority

Zoom Meeting Information

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

Meeting ID: 831 8804 4732
Passcode: 084117

One tap mobile
+13017158592,,83188044732# US (Washington DC)
+13126266799,,83188044732# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+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
Passcode: 084117
Find your local number: https://us02web.zoom.us/u/kc4U7kFumh

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting.

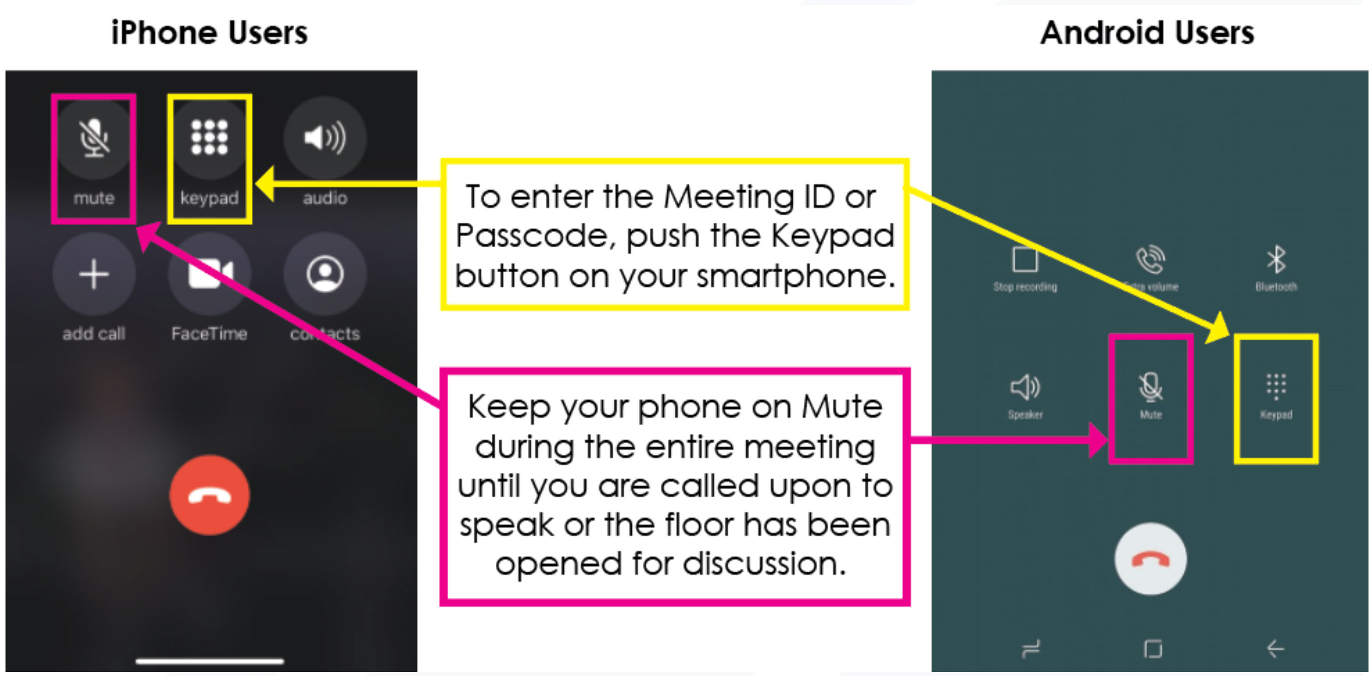
Additional Information

1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must state their name and address for the minutes.
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition.*
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
    a. If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
    a. You may unmute yourself when you are called upon to speak.
4. Waiting room
    a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
    b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
    a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
    b. Persons with items on the agenda or other interested parties —you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
    a. Smart phone (please see more detailed instructions on page 3)
    b. Land line
    c. Tablet— in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
    d. Computer— you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
    e. For tablet and computer users--if you download the app you may be asked to verify your email.

8. Zoom etiquette
    a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
    a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
    b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 8, 2022

AGENDA ITEM # E.2

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

BACKGROUND

Here is the current list of subcommittees:

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

Real Estate Subcommittee
Melanie Parma, Matt Schueller, Kathy Hinkfuss

Community Development Revolving Loan Fund
Matt Schueller, Kathy Hinkfuss

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Erin Rovinski, Staff

AGENDA ITEM # E.3

Consideration with possible action on a Commercial Facade Building Materials Grant request from Sarah Cooper and Keith Carter for enhancements to 1242 Main Street (Parcel 8-272).

BACKGROUND

Sarah Cooper and Keith Carter, owners of 1242 Main Street (Parcel 8-272), submitted a Commercial Façade Building Materials Grant Application for improvements to their building. This property will be occupied by an art studio on the first floor and an owner-occupied residence on the second floor. The project is to replace the second-floor windows, a total of two windows.

The design review committee reviewed and scored the application and recommends awarding the total grant-eligible project cost of $5,102. The federally required environmental review has been completed.

RECOMMENDATION

Approval of a $5,102 Commercial Façade Building Materials Grant to Sarah Cooper and Keith Carter.

FISCAL IMPACT

If awarded, a $5,102 grant would leave a balance of $75,498 in unobligated program funds.

ATTACHMENTS

1. 1242 Main St Facade Application

www.greenbaywi.gov

Grant Application
Commercial Façade Building Materials

Department of Community and Economic Development
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax

A. Applicant Information		
Building Owner: Sarah Cooper & Keith Carter		
[redacted]		[redacted]
[redacted]		
[redacted]	[redacted]	[redacted]
Businesses Impacted: Studio 1242 - Owner Occupied Only		

B. Building Information				
Building Name: Studio 1242				
Address: 1242 Main Street				
No. of Stories: 2		No. of Primary (street facing) Facades: 1		
Space Allocation:	Retail % 30	Office % 20	Residential % 50	Other %

C. Proposed Project	
Describe proposed project in detail. This narrative should correspond with the building materials proposed in Section E.	
Proposed project is complete replacement of all windows in the structure in two phases; one completed in 2022 and second be completed in 2023. Most assessments have estimated that the current glass is 60-90 years old, making this a very neglected building within the district. The first phase would be replacement of the upper store front windows, in their exact format, to keep a Main Street appearance, with 1" clear insulated glass (adhering to all codes), with dark bronze casement to make it more aesthetically appeasing. Two of the replacement windows will be operable casement windows, same color. The cost estimates in Section E reflect the quotes offered for this phase; we would like to work with Green Bay Glass for both phases.	
Project Start Date: 1/22 (phase 1) // 6/23 (phase 2)	Project End Date: 2/22 (phase 1) // 7/23 (phase 2)
Explain why Commercial Façade Building Materials Grant Funds are needed to complete the project. Would improvements be made without the assistance or to a lesser degree?	
We are residents of the city; respectively working as a firefighter and teacher within the City of Green Bay. We intend for this building to be owner-occupied, by us, with an art studio in the lower commercial area. The intent is to create a work space, and open the doors for classes and other artists in the Olde Main Art District. We do not have the resources of a large investor, and are funding this project ourselves. The scope of replacing the storefront would be incredibly challenging financially for us without the possibility of utilizing the Commercial Facade Building Materials Grant Funds. Improvements would be made, but at lower quality and much longer time frame. We love living in Green Bay, and truly believe in bringing art and owner-occupied businesses into the city, and sincerely hope that this project is one you would consider.	

D. Funding Procedures
Grant funds will be provided in the form of reimbursement. Reimbursements will only be issued after the applicant or their contractor submits paid receipts of eligible building material costs. Applicants are eligible to receive 50% reimbursement of approved costs prior to the completion of construction or material installation. The remaining 50% of costs shall be reimbursed only upon completion of construction/installation and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the recipient is unable to verify compliance with all applicable policies, procedures, or laws. The City of Green Bay requires proof of payment before reimbursement. Project must begin within three (3) months of approval date and must be completed nine (9) months after the project begins.

E. Summary of Proposed Grant-Eligible Building Materials and Costs		
Proposed Material	Brand or Series	Cost Estimate (attach suppliers' estimates)
T14000 Thermal, dark bronze anodized	Awning // H Windows	~~$6,662.00~~ GB Glass $5,102
~~T14000, dark bronze anodized~~	~~Casement Windows~~	~~$11,900 Tri City~~
~~Thermally Broken Aluminum~~	~~Double Hung~~	~~$13,834 Corcoran~~
~~Aluminum 1" Insulated Glazing~~	~~Storefront~~	~~$25,785 Omni (both)~~
	Total:	$5,102 GB Glass

F. Summary of Proposed Non-Eligible Project Costs	
Proposed Cost Description	Cost Estimate
Final trim and finish	$250
Permits to close side walk	Unknown Curenly
Repair of brick mortar	Obtaining Estimates
Total:	To Be Determined

G. Façade Design

Attach a building elevation plan or rendering prepared by an architect, contractor, or designer.

H. Signature

The applicant and property owner must sign and date below.

Applicant's Signature — Date 11/29/2021

Property Owner's Signature (if not the applicant) — Date 11/29/2021


PARKING IN REAR
1242
FOR SALE
BY OWNER

Green Bay Glass Center, Inc.
2001 Commercial Way
Green Bay, WI 54311
(920)465-8842
(920)465-9626 fax
(800)472-7750

Proposal

Sarah Cooper **October 28, 2021(Rev11/16/21)**
1242 Main Street
Green Bay, WI 54302
Re: Storefront and Second Floor Window Replacement

We propose to the following:
Storefront:

Remove existing two bays of fixed storefront windows for masonry re-work by others. Board up openings. Furnish and install glass and glazing for two openings with: Tubelite Architectural T14000 series framing, Dark Bronze Anodized 2 x 4 ½" framing, thermally broken, includes standard sill flashing, perimeter insulating foam and sealants. Glass to be 1" over all clear over low-e argon filled (tempered where required). Includes post flashing at corner post. Please see attached elevation drawing for further details.

Total Materials: $5,436.00
Total Labor: $2,080.00
Total Quote Installed: $7,516.00 (appl. tax included)

Approximate lead time of four (4) weeks upon placement and final field measuring of finished openings.

Upper Apartment Windows:

Remove existing side and bay window sash of upper apartment and stairwell. Furnish and install "H Window" awning windows at sides and fixed/direct set window at center bay and stairwell. Includes two project out awning windows, exterior to be dark bronze anodized (to match storefront), interior to be unfinished pine. Glass to be 1" over all two-pane Cardinal 270 Low-e with argon. Interior trim and finish work by others.

Total Materials: $5,102.00
Total Labor: $1,560.00
Total Quote Installed: $6,662.00 (appl. tax included)

Note: If exterior 040 dark bronze break metal is desired at exterior window perimeters, please add $2,840.00 to above price (includes subcontract for scissor lift rental)
Current lead time on windows has been running approximately eight (8) weeks. Actual lead time will be determined at time of placement.

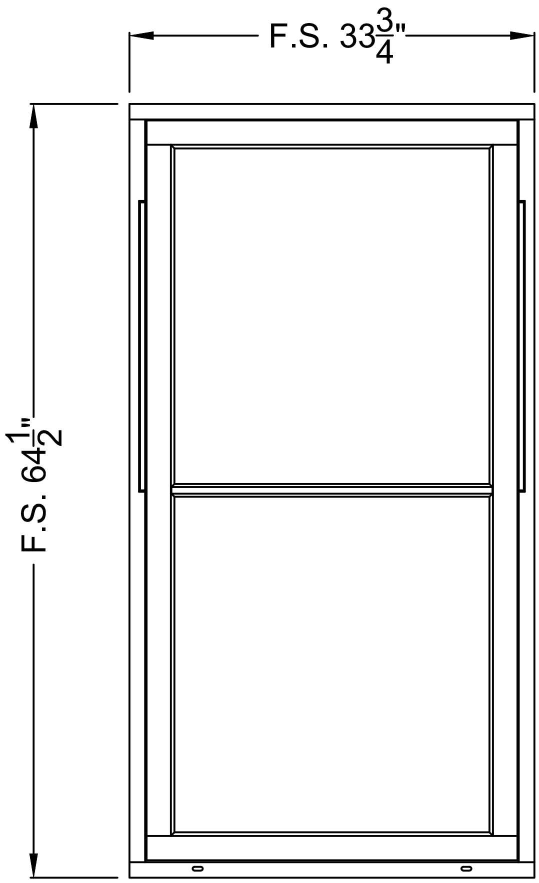
Please see attached elevational drawings for further details
Quotation valid for 30 days. Terms: Net/30 upon invoice

after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his/her mortgage lender, if any. Builder agrees to cooperate with the owner and his/her lender, if any, to see that all potential claimants are duly paid.
All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.
THE FOLLOWING ARE NOT INCLUDED AND ARE TO BE THE OWNERS/CONTRACTORS RESPONSIBILITY:
- Building Permits (unless specified)
- Temporary barricades (traffic, weather, or theft)
- Any work to be done on owners glass will be done at owners risk
- Finish painting/staining (unless specified)
- Delivery charges includes transportation to jobsite only, not unloaded or spotted
- Final cleaning of glass and aluminum

To accept this quotation, sign here and return: ______________________________Date:_______________

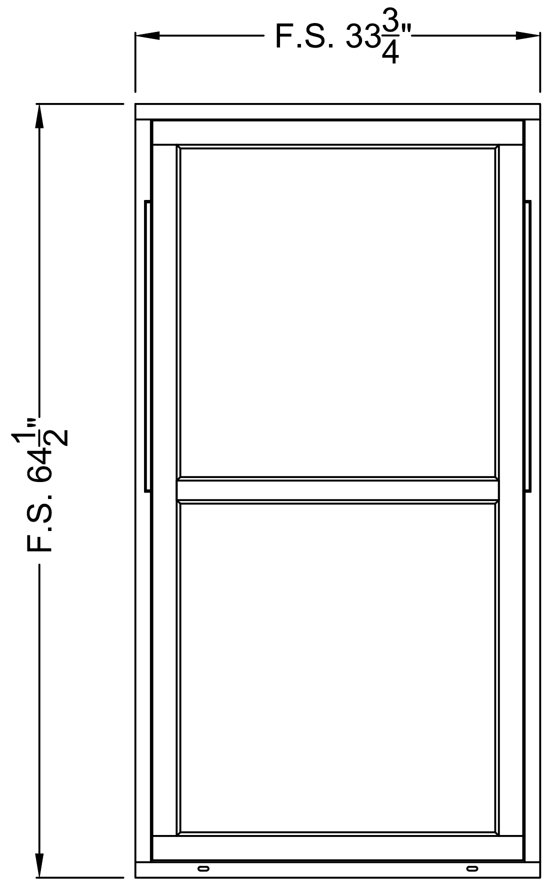
Quotation prepared by: *Patrick Pozza, President*

WINDOW 401 17th Avenue West Ashland, WI 54806 Phone: 715/685-2793 Fax: 715/685-9441	DEALER: Green Bay Glass			JOB NAME: Cooper		ORDER #: 32837
	DRN BY: JJP	SCALE: 3/4" = 1'0"	PAGE: 1	REV. DATE:	REV. LEVEL:	DATE: 12/14/21



Ref. w1
QTY. 2

1" Removable Grilles

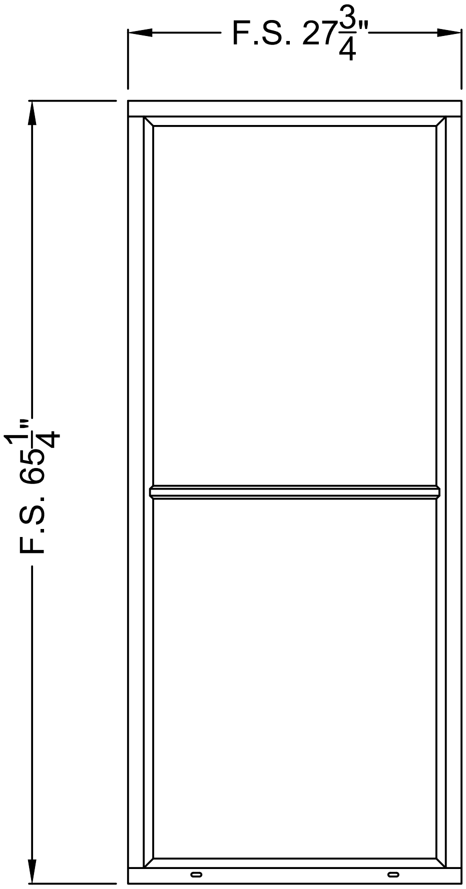


Ref. w1
QTY. 2

2-7/16" Muntin Bar

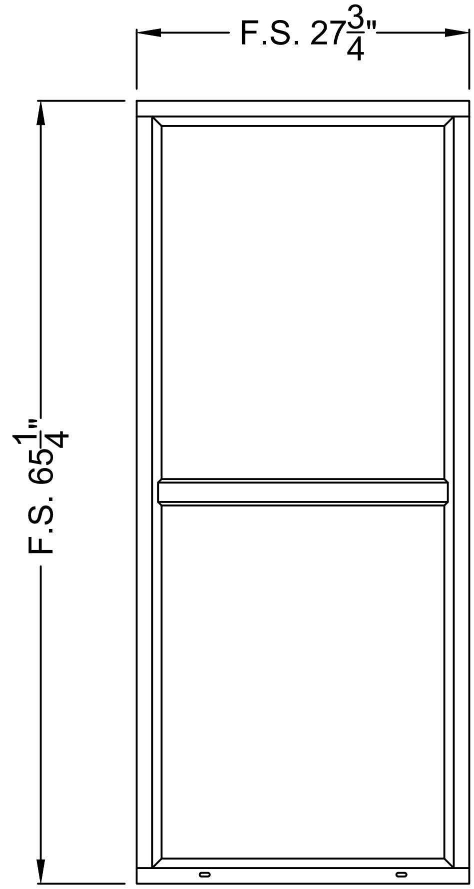
Approved By: ______________________ Date: ______________________

H WINDOW	401 17th Avenue West Ashland, WI 54806 Phone: 715/685-2793 Fax: 715/685-9441	DEALER: Green Bay Glass			JOB NAME: Cooper		ORDER #: 32837
		DRN BY: JJP	SCALE: 3/4" = 1'0"	PAGE: 2	REV. DATE:	REV. LEVEL:	DATE: 12/14/21



Ref. w1
QTY. 2

1" Removable Grilles



Ref. w1
QTY. 2

2-7/16" Muntin Bar

Approved By: ______________________ Date: ______________________

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to approve a 90-day extension of planning option with Maker Solutions for a four-plex townhouse development at 115 S Van Buren Street.

BACKGROUND

The RDA previously issued a 60-day extension to a planning option with Maker Solutions LLC, who represents Jake Petroski, for the proposed construction of a multi-unit, single family residential development located at 115 S. Van Buren Street.

Staff has received a request to extend the planning option for 90 days with Maker Solutions LLC.

The developer has been working on site development, financing options, and possible partnership with Neighborworks to create a mix of affordable and market rate units. The original planning option was entered into on 3/9/2021, with four prior extensions.

Staff is recommending a 60-day extension, which will allow staff time to market the property this year if this project is unsuccessful.

RECOMMENDATION

To approve a 60-day extension to Maker Solutions LLC for new house development at 115 S Van Buren Street.

FISCAL IMPACT

ATTACHMENTS

1. Planning Option Extension_030322

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

March 3rd, 2022

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

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

Ronda & Redevelopment Authority,

Maker Solutions, LLC, on behalf of Jake Petroski and Scott Opolka, is requesting a 90-day extension for the Planning Option for the property located at 115 S. Van Buren Street (parcel 14-309) dated March 9th, 2021. On Friday, December 3rd, 2021, I submitted a Letter of Intent indicating our intentions to work with City Staff toward the execution of a development agreement for the project. At the December 14th, 2021 RDA meeting an extension was granted which has now expired. During that time period I have made significant progress towards making this project come to fruition.

My client, Mr. Petroski, has completed his pre-approval process for bank financing. He was pre-approved from Nicolet National Bank for the purchase of one of the units upon completion. This, however, indicated that his initial intent to fund the construction of two of the units was no longer possible. With this information, I decided it best to reach out to other investors. A previous client, Scott Opolka, is now in the process of pre-approval for purchase of one of the units, also upon completion.

In order to finance the construction and to assist with the sale of the remaining two units, I have contacted NeighborWorks Green Bay. We are currently in negotiations. NeighborWorks has requested a more thorough breakdown of construction costs before committing to the project. I have since been working closely with Drury Designs to send out our preliminary plans to subcontractors to receive estimates. The estimates are expected back during the month of March 2022 and then further discussion with NeighborWorks can continue. All parties involved are confident that this project can be successful.

To give the RDA and the City assurance that progress is being made, I am requesting that a meeting between City Community and Economic Development staff, Maker Solutions and NeighborWorks Green Bay be scheduled at the conclusion of 1-month of the extension to discuss a development agreement. I would also like to schedule a meeting with City Planning/Inspection staff, Maker Solutions and Drury Designs to further discuss the preliminary site and building plans before they get sent to engineering for finalized plans.

I understand that this property has been held under a planning option for one year now, keeping it from being marketed to other developers. I have the utmost confidence that the project is going to see significant progress in the following three months and that we will be able to break ground still in 2022. As they say, good things are worth waiting for. This project is going to provide a positive impact to a neighborhood that has already seen much success from the time and effort the City has put into it. For this reason, I am asking the Redevelopment Authority grant a 90-day extension to the Planning Option to Maker Solutions, LLC for the property located at 115 S. Van Buren Street.

Thank you for your consideration,
Kenneth Rovinski

Principal

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a 90-day planning option for the development of single-family, owner-occupied affordable housing at 321 Lau Street (Parcel 21-2346).

BACKGROUND

The vacant land located at 321 Lau Street (Parcel 21-2346) was purchased 6/2021 as a tax-deeded foreclosure in the hopes of building a single-family, owner-occupied home. Recently, staff received two requests for planning options.

The first proposal, from NeighborWorks Green Bay, is for a single-family, owner-occupied market-rate home. The one-story home will be constructed by the Bridges Construction Student Build Program. Construction will begin August 2022 in preparation for the students to begin framing at the start of their program in the fall. Neighborworks Green Bay is requesting the property to be deeded at zero cost and is not asking for any additional funding. Once completed, the home is to be sold for market rate.

The second proposal, from Greater Green Bay Habitat for Humanity, is for a single-family, owner-occupied affordable-rate home. The proposal is for a one and one-half story, two-four bedroom, and one-two bath home. Construction will begin in August 2022 with completion in January 2023. Habitat is requesting the property be deeded at zero cost with the use of additional HOME funds (not yet determined).

In both cases, the house will be sold at market rate, and placed back on the tax rolls. Habitat's project will sell the house to an income-qualified homeowner, whereas NeighborWorks Green Bay's project would be a market sale. Both are outstanding projects, but based on the need for affordable single-family housing as described in our Housing Study, staff is recommending we award Greater Green Bay Habitat for Humanity this project.

RECOMMENDATION

To approve a 90-day planning option to Greater Green Bay Habitat for Humanity for the development of single-family, owner-occupied affordable housing at 321 Lau Street.

FISCAL IMPACT

ATTACHMENTS

1. 321 Lau St - Habitat for Humanity
2. 321 Lau St - Neighborworks Proposal

Request for Lot Acquisition

321 Lau Street Green Bay, WI 54302
02/23/2022

Submitted to:
Green Bay Redevelopment Authority
100 N Jefferson Street, Room 608
Green Bay, WI 54301

Submitted by:
Greater Green Bay Habitat for Humanity
1967 Allouez Avenue
Green Bay, WI 54311

Request for Proposal Outline:

1. **Developer Name:**
   Greater Green Bay Habitat for Humanity
   1967 Allouez Avenue
   Green Bay, WI 54311

   Primary Points of Contact:

   Brenda Schwechler
   Family Services Director
   920-593-5780

   Nate Zepnick
   Construction Project Manager
   920-593-3921

2. **Investment: Describe the Project**
   Greater Green Bay Habitat for Humanity (Habitat) proposes to build a 1 1/2 story home with a single stall detached garage at 321 Lau Street Green Bay, WI 54302. The current neighborhood consists of mixed homes with detached garages. Habitat is requesting to purchase the lot at $0.00. Habitat serves LMI Individuals and families who meet 30%-80% of the Brown County Median Income who meet the need for housing, ability to re-pay a mortgage, and willingness to partner. The proposed home will be 2/4 bedrooms and 1/2 bathrooms. Additional HOME FUNDS will be requested for the project as the home design necessary to fit on the property is not a Habitat standard design and will require additional construction time, supplies, and subcontractors.

3. **Scope of New Construction:**
   The proposed house is a s1 1/2 story home with a detached garage. The house is estimated to have two bedrooms and one full bathroom on the first floor and possibly one to two bedrooms and a full bath in the lower level. The house will be built to meet Energy Star standards. The exterior of the house will have vinyl and board and batten siding. All soffit and fascia will be white aluminum. The roof will have asphalt shingles. All windows will be energy-efficient vinyl clad. The exterior doors will be white vinyl.

4. **Capacity: Timetable of Construction Activity**

- February 2022- Request for Lot Acquisition for 321 Lau Street
- February 2022 - RDA Approval & Lot Purchase/transfer
- June 2022 - GGBHFH planning/permit obtained
- August 2022 - Construction to start/Excavation
- August 2022 - January 2022 Construction of home
- January 2023 - estimated completion, home dedication and certificate of occupancy

5. Financials

Greater Green Bay Habitat for Humanity receives funding through donations and homeowner mortgage payments. Mortgages are based on the financial capability of the approved family. Habitat is proposing a purchase price of $0 and will be requesting additional HOME FUNDS to cover gaps in the cost of construction from the standard homes we build to the design of the home to fit on this property.

6. Contractor's Qualifications and Experience

Greater Green Bay Habitat for Humanity has been building homes in Brown County since 1987. In those 32 years, Habitat has dedicated 126 homes. Habitat has been working with the Redevelopment Authority since 2015 to secure funding to assist in the construction of new homes for LMI individuals.

Greater Green Bay Habitat for Humanity aims to construct 6-9 new homes per year with immediate placement of qualified families. Habitat for Humanity is also considering a program designed to recover usable items during home renovations that can be sold in the Restore. Both of these programs have financial constraints that limit our capabilities.

Habitat employs one full time Construction Manager. He is responsible for the planning, coordination of contractors, vendors and build scheduling. Habitat employs one full time Construction Coordinators that is responsible for the day to day functions on the build site. The Construction staff maintain their contractor qualifier certification. Habitat also has numerous volunteers that help with the construction of single story homes to help offset some of the construction costs.

All homes are built to meet or exceed the minimum construction standards required by building code and are energy efficient. Greater Green Bay Habitat for Humanity does not discriminate against race, color, creed, religion, national origin, sexual orientation, marital status, disability, or family status. Habitat seeks competitive pricing in order to minimize the costs to the future homeowner. Here are some of the consistent contractors that are used.

Excavator	AG Excavating
Roofing	Security Luebke Roofing Advance Roofing and Siding
Foundation work	Jacobs Brothers
Plumbing	Jim Cornell Plumbing
Heating and Cooling	Hurckman Heating and Cooling
Electrical	Nickel Electric
Concrete Flatwork	Loch Construction Brian's Quality Concrete
Cabinetry	Cabinet Connection
Flooring	HJ Martin
Insulation	Comfort Pro Insulators
Construction Materials	Wisconsin Building Supply
Windows and Doors	Wisconsin Building Supply
Siding and Soffit	Wisconsin Building Supply

We look forward to continuing our partnership.

Respectfully submitted,

Brenda Schwechler
Family Services Director

Nate Zepnick
Construction Project Manager

Attached:

- Basic house description
- Build Plans: 2/4 bedroom, 1/2 bathroom home

Basic House Description
Greater Green Bay Habitat for Humanity

General:
The following guidelines apply to all GGBHFH constructed homes. The size of the house will be approved by the board of directors upon recommendation of the Family Selection committee based on family size. Each house shall have a living room, bedroom(s), kitchen/dining area, bathroom(s) and central heating. The home will be built under the guidelines of the Wisconsin Energy Star program to ensure safety, comfort and energy efficiency.

The size of houses is determined based on lot size, municipality requirements, family size, and medical needs. The size of houses will be approximately the following size based on averages:

- **Two-bedroom** – 1,040 Sq. Ft. of 1st floor: 2 bedrooms, 1 full bath with tub/shower unit. Lower-level: unfinished, stub-in for bath, and one egress window
- **Three-bedroom** - 1,060 Sq. Ft. of 1st floor: 2 bedrooms and 1 full bath with tub/shower unit. Lower-level: 325 Sq. Ft. (finished), 1 bedroom, 1 full bathroom with shower unit, and two egress windows
- **Four-bedroom** - 1,080 Sq. Ft. of 1st floor: 2 bedrooms and 1 full bath with tub/shower unit. Lower-level: 452 Sq. Ft. (finished), 1 bedroom, 1 full bathroom with shower unit, and two egress windows

Type of Construction:
Following is a listing of the types of construction and components that normally will be used; however, alternative types of construction may be considered:

- Full basement (8' deep)
- Wood frame (2x6 exterior walls, 2x4 interior walls)
- Architectural shingles used on roofs shall be 30-year asphalt
- Vinyl siding will be installed to the exterior of the house with aluminum soffits and fascia
- Gutters and down spouts will be aluminum

Insulation:

- 1" rigid foam will be installed under the living space of the basement floor and on the exterior of the basement walls
- All exterior walls shall be insulated to at least an R-19 value using batt insulation. All walls will be air sealed
- R-50 blown-in insulation in ceilings
- All bathroom walls will be insulated
- Box sills will be spray foam insulated

Doors:

- Two fiberglass entry doors will be provided. Both will be 3'0'
- Dead bolt and entry lock on front and back doors are a donated product and brass in color
- One key fits all locks on exterior doors
- Pre-hung hollow core wood interior doors

- All main floor interior passage doors will be 3'0'. Bedroom closets with a width of 4 feet or greater will have slide-bi doors, those less than 4 feet in width will be bi-fold.

Garages:

- Single stall garages are provided. Attached garage or detached based on plan, size of lot and municipality requirements.

Windows:

- Every bedroom will have at least one window; in the basement each bedroom will have an egress window
- Kitchen/dining room will each have one window (depending on layout of house)
- Living room will have 1 window
- 1st floor bathrooms will have one window if floor plan allows for a standard window to be installed

Heating, Ventilation, and Air Conditioning:

- Ducted central heating system
- Kitchen range hoods will be vented to the outside per Focus on Energy
- Air Conditioning will be provided only if there is a medical necessity for it. A letter from a medical doctor is required that spells out the medical necessity.

Water Heating and Sump Pump:

- Gas 40-gallon water heater
- The water heaters will be power vented (per Focus on Energy)
- A sealed sump pump and pit will be installed (per Focus on Energy)
- Radon unit is provided

Kitchen:

The kitchen will contain an 18 cubic feet ENERGY STAR qualified Top-Mount refrigerator/freezer. A 30-inch freestanding electric range will be installed. A microwave-hood combination will be installed. Base cabinets and wall cabinets shall be installed to provide the maximum storage allowed within the kitchen area. The color of the cabinets vary based on homeowner selections. Countertops shall be laminate-type, you may choose your color from selected options through Cabinet Connections. The kitchen sink shall be a double sink and stainless steel. Kitchen will be wired for a future disposal in the event that the disposal option is not selected. If the dishwasher option is not selected, no pre-wiring or plumbing will be provided, and a cabinet must occupy the space associated with dishwasher use.

Bathroom:

- 2 bedroom homes: Includes one full bathroom
- 3-5 bedroom homes: Includes one full bathroom floors which contains bedrooms. ½ bath may be available for 2 story homes.
- The bathroom area shall include a standard tub/shower unit. An externally-vented fan shall be provided. The outer area shall include a vanity cabinet, a lavatory, and a wall mirror. Wall fixtures shall be provided including a towel bar and toilet paper holder.

- The walls of the tub/shower area shall be a single piece fiberglass unit
- A built in linen closet will be used when possible if the floor plan allows
- A basement stub in for a future bath, including toilet, vanity and shower, is provided when basement is unfinished
- Handicap shower available based on medical needs per required ADA standards

Washer/Dryer Space:
An area shall be provided for installation of a clothes washer and dryer. Water supply and drain plumbing shall be provided for the washer. Appropriate electrical receptacles shall be provided for both appliances. A horizontal duct outside dryer vent is preferred. A washer and dryer does not come with the home, you can choose to add Whirlpool appliances through HFH and the cost will be added to your mortgage.

Interior Walls:
All interior rooms will be finished in kilim beige color. Plastered finish will be skip trowel. If you wish to have rooms painted in other colors, you may purchase the paint and schedule during painting days.

Exterior Walls:
Exterior wall surfaces will be vinyl siding. Soffits and fascia boards will be white aluminum. Vinyl shutters may be provided for windows facing the street. Extra architectural enhancements will not be considered. Exterior vinyl and shingle colors will be selected from select options from vendor within your approved budget.

Window Coverings:
Mini-blinds will be installed in all bedrooms and bathroom windows. Additional mini blinds for non-personal areas may be optioned at a reduced cost to the homeowner.

Flooring:
Vinyl flooring shall be provided for the kitchen, dining, bath, and entryway. Carpet flooring shall be provided for the living room, hallway, stairway, and bedrooms. Selections will be made from pre-approved options from vendor.

Vehicle Parking and Walkway:
- Driveway apron will be concrete from the street/curb cut up to and including the city sidewalk, if applicable
- Driveway will lead to the garage from either the front sidewalk or the back alley surface
- A concrete walkway shall lead from the garage /driveway to the nearest entrance door. A front porch also qualifies as a walkway if it connects to the driveway.

Entrance:
The front entrance stoop shall be covered. Concrete stoops shall be provided at all exterior doors that are not covered. If the door opening is more than 8 inches above grade, concrete step(s) will be provided. Handrail will only be provided per code requirements.

Electrical Supply and Wiring:
- An electrical panel with a 200-ampere capacity shall be provided

- Wiring shall be provided for at least two telephone jacks, one in the living room, and one in the kitchen
- All homes will be equipped with smoke detectors and a carbon monoxide detector per code requirements
- Television and phone connection will be provided in the living room and all bedrooms
- A doorbell chime shall be provided
- Outside electrical outlets will be installed near each entrance door
- Bedrooms will be prewired for phone and/or cable

Closets:

- Wood shelves will be provided for each bedroom closet and linen closet

Lighting:
Ceiling light fixtures shall be provided in the bedrooms, hallways, and stairwells as required. Light fixtures shall be provided in the kitchen, one over the sink, and one for general illumination. Fixtures shall be installed in the bathroom. The porches or entrance areas shall have light fixtures. Energy-efficient light bulbs will be installed in the fixture if possible. Light fixtures are a donated product based on the available stock.

Water Supply:
In addition to the normal plumbing inside the house, frost proof hose bibs shall be provided on the home exterior.

Attic:
Attic access shall be provided per code. Attics are <u>not</u> intended or designed to provide storage. Attic access doors will be insulated and sealed.

Landscaping:

- The lawn will be graded and seeded only. Homeowner is responsible to watering and lawn maintenance. Additional landscaping may be done by homeowner after closing.
- Wooded lots shall be cleared only to the extent necessary for the house, driveway, and garage. Care shall be taken to leave the maximum of trees and other native vegetation. A goal is to leave as much of the lot as possible in natural vegetation.

Exclusions:
It is Habitat's mission to provide simple, decent, and affordable homes to all homeowners. To help keep costs affordable, GGBHFH is providing all basic needs; any additional modifications may be done by the homeowner after the closing. They are made in order to share the limited monetary resources with the next Habitat family and to provide as much basic housing as possible.

Optional appliances:
Refrigerator, electric range, and microwave-hood combo are provided on all homes. The homeowner will have the option to purchase the following items and have the cost included in their mortgage:

- Dishwasher
- Washer
- Dryer

- Garbage Disposal
- Non-privacy blinds

Exception to Criteria:
Criteria set down in this document are intended to define the basic GGBHFH house. Exceptions will be allowed for the following reasons:

1. Materials or equipment of equal or higher quality are donated and have no financial impact on GGBHFH and the prospective homeowner
2. Safety or municipal codes require changes
3. The approved family has special, documented needs related to health or medical need
4. Other reasons as approved by the Board of Directors

Modification to Criteria:
The criteria shall be reviewed at periodic intervals not to exceed one year. Changes shall be recommended to the Board of Directors.

Family Selections:

- House siding, shingle, shutters, and shake colors from selected samples through vendor
- Vinyl & carpet flooring from selected samples through vendor
- Countertop colors for kitchen & bath from selected samples through vendors

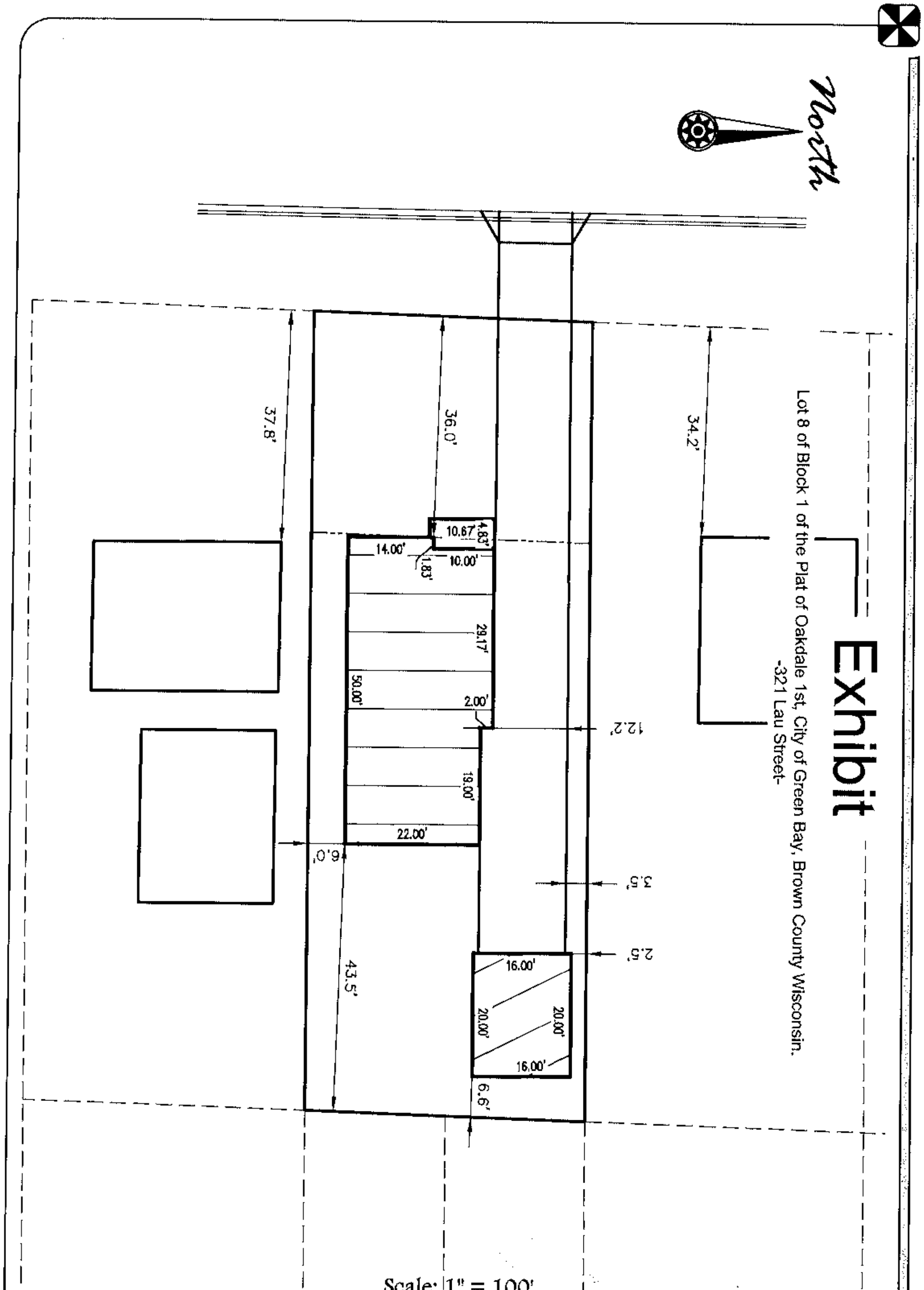
*Homeowners must chose options from selected samples based on affordability. You may not choose other samples and pay the difference. This is how GGBHFH is able to keep house costs affordable. You may change any of these options once you own your home with your own budget.

Notice:
This document sets forth general and basic house description guidelines ("Guidelines") of the Greater Green Bay Habitat for Humanity, Inc. ("GGBHFH") The Guidelines: (1) are subject to change at the sole discretion of GGBHFH, at any time with or without notice to current or prospective Habitat homeowners, (2) are presented for information only, (3) are subject to building code requirements, and (4) are not specifications for any particular home. GGBHFH reserves the right to interpret the Guidelines at its sole discretion and to make modifications and exceptions to the Guidelines when GGBHFH deems this appropriate. Solicitation is not allowed for asking businesses for upgrades of any kind.

If you have questions please contact Michelle Heeler, Family Services Director, at 920-593-5782 or bschwechler@greenbayhabitat.org. By signing this document you are agreeing to Habitat's terms of building simple, decent, and affordable housing.

____
Signature Date

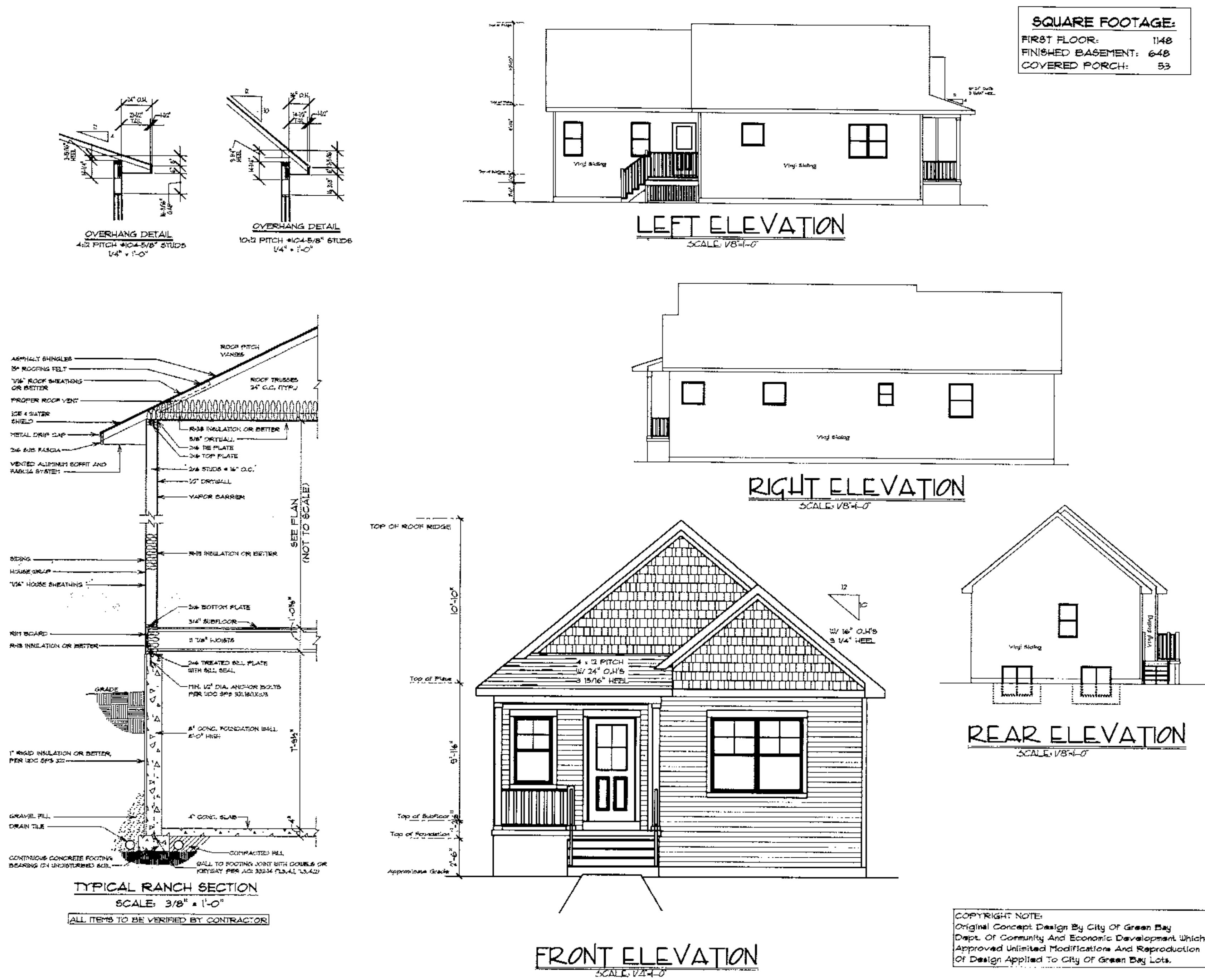
____
Signature Date



Client: Habitat
Tax Parcel: 21-2346
Drafted By: JRW
File: H-2622Site Plan 022122.DWG
Data File: H-2622.TXT

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One
Project No.: H-2622
Drawing No.: L-11705



CUSTOM DESIGNED FOR:
GREATER GREEN BAY - HABITAT FOR HUMANITY

JOB NAME: HOS Els St.	
DATE: 9-3-2020	REVISIONS:
DRAWN BY: MARY JO KITTELL	5-14-2021
PLAN #:	20-418-R

IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

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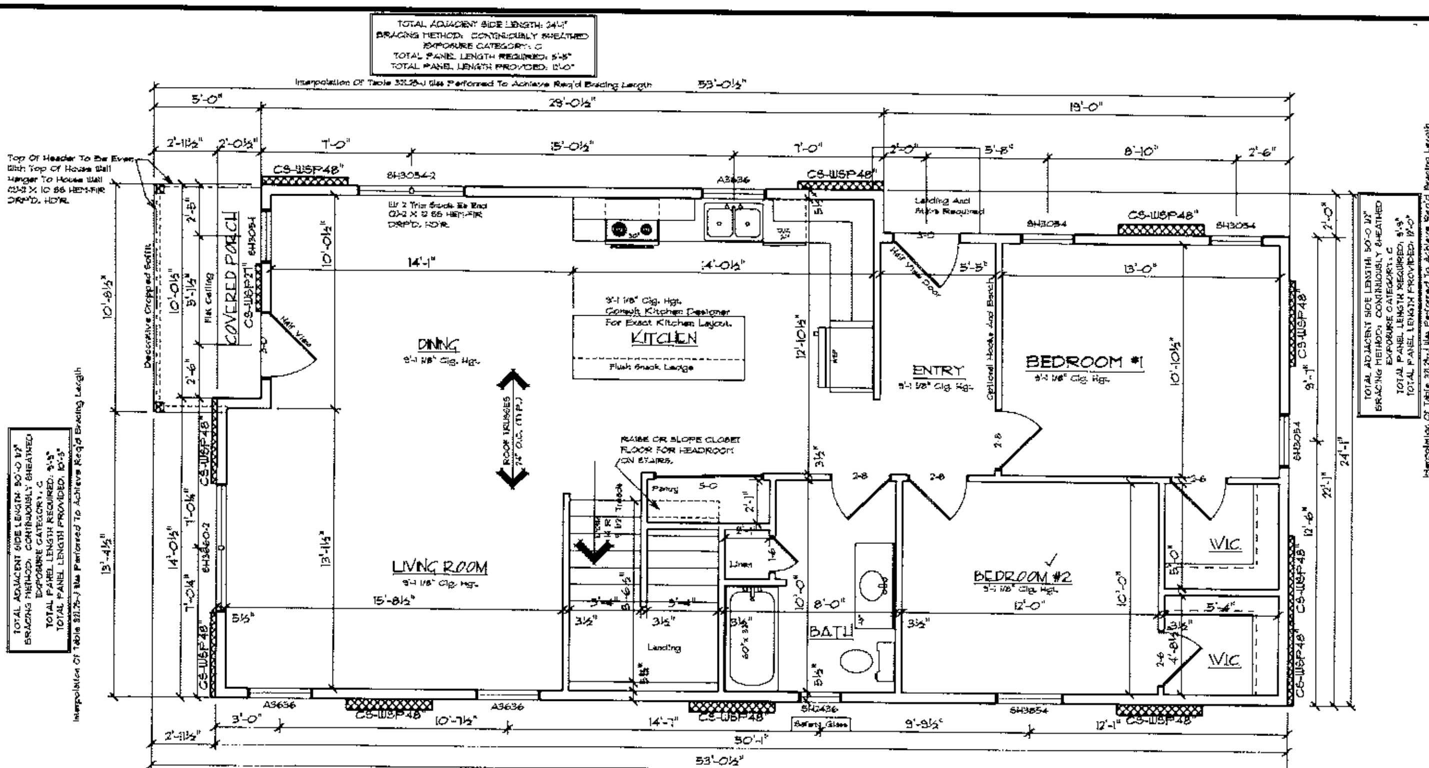
Wisconsin BUILDING SUPPLY



FLOOR PLAN

SCALE: 1/4" = 1'-0"

9'-1 1/8" CLG. HGT.

TOTAL ADJACENT SIDE LENGTH: 24'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 5'-5"
TOTAL PANEL LENGTH PROVIDED: 12'-0"

Interpolation Of Table 321.25-J Was Performed To Achieve Req'd Bracing Length

WALL BRACING LAYOUT PLAN

Scale: 1/4" = 1'-0"
House Wall Ht.: 9'-1 1/8"
Garage Wall Ht.: N/A
Top-Of-Wall-To-Ridge Ht.: 10'-10"
Exterior Stud Spacing: 16" O.C.
Seismic Design: B

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM.

GENERAL NOTES:

WALL BRACING, SPS 321.25 (8)

- CIRCUMSCRIBED RECTANGLES
  - EACH FLOOR PLAN LEVEL SHALL BE CIRCUMSCRIBED WITH ONE OR MORE RECTANGLES AROUND THE ENTIRE FLOOR PLAN AT THE FLOOR LEVEL UNDER CONSIDERATION. WHEN MULTIPLE RECTANGLES ARE USED, EACH SIDE SHALL BE BRACED AS THOUGH IT WERE A SEPARATE BUILDING AND THE BRACING AMOUNT ADDED TOGETHER ALONG THE COMMON WALL WHERE ADJACENT RECTANGLES OVERLAP OR ABUT.
  - EACH RECTANGLE SHALL HAVE A MAXIMUM RECTANGLE LENGTH-TO-WIDTH RATIO OF 3:1.
- BRACED WALL PANEL (BWP) LOCATIONS: WITHIN 12'-6" FROM EACH SIDE AND 21'-0" PANEL EDGE TO PANEL EDGE (SEE FIGURE 321.25-C)
  - ALL EDGES OF PANEL-TYPE BRACING, EXCEPT HORIZONTAL JOINTS IN GB BRACING, SHALL BE ATTACHED TO FRAMING OR BLOCKING.
  - THE INTERIOR SIDE OF ALL EXTERIOR WALLS SHALL BE SHEATHED WITH MINIMUM 1/2" GYPSUM WALLBOARD UNLESS OTHERWISE PERMITTED TO BE EXCLUDED BY THIS SUBSECTION. (THIS REQUIREMENT IS EXCLUDED IN PORTAL FRAME METHOD)
  - BRACING WITH CS-WSP SHALL HAVE SHEATHING INSTALLED ON ALL SHEATHABLE SURFACES ABOVE, BELOW, AND BETWEEN WALL OPENINGS.
  - EACH BRACED WALL PANEL MAY CONTAIN NO MORE THAN ONE HOLE, HAVING A MAXIMUM DIMENSION OF NO MORE THAN TEN PERCENT OF THE LEAST DIMENSION OF THE PANEL, AND CONFINED TO THE MIDDLE THREE FORTHS OF THE PANEL.
- BLOCKING AND BRIDGING: 21.18 BRIDGING USED AT PARALLEL BOX SILL AND FLOOR JOIST. BRIDGING (@ 32" O.C.) IS THE SAME DEPTH AS THE JOIST.
  - WHERE JOISTS ARE PERPENDICULAR TO BWL'S ABOVE OR BELOW, BLOCKING SHALL BE PROVIDED BETWEEN THE JOISTS AT BWP LOCATIONS TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.
  - WHERE JOISTS ARE PARALLEL TO BWL'S ABOVE OR BELOW, A RIM JOIST OR OTHER PARALLEL FRAMING MEMBER SHALL BE PROVIDED AT THE BWP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.

WALL BRACING MATERIAL LEGEND

CS-WSP	(CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL) 3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING; 7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING; FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 3/4" LONG; MAXIMUM FASTENER SPACING: 6" EDGES, 12" FIELD (NAILS) / 3" EDGES, 6" FIELD (STAPLES)
CS-PF	(CONTINUOUSLY SHEATHED PORTAL FRAME) -REFER TO FIGURE 321.25-A FOR SHEATHING, FASTENERS, AND OTHER REQUIREMENTS-
GB	(GYPSUM BOARD) 1/2" THICK FOR MAX. 24" o.c. STUD SPACING; FASTEN WITH 5d COOLER NAILS OR #6 SCREWS; MAXIMUM FASTENER SPACING: 7" EDGES, 7" FIELD (INCLUDING TOP AND BOTTOM PLATES)
WSP	(WOOD STRUCTURAL PANEL) 3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING; 7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING; FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 3/4" LONG; MAXIMUM FASTENER SPACING: 6" EDGES, 12" FIELD (NAILS) / 3" EDGES, 6" FIELD (STAPLES)
PF	(PORTAL FRAME) -REFER TO FIGURE 321.25-A FOR SHEATHING, FASTENERS, AND OTHER REQUIREMENTS-

TABLE 321.25-H a,b
MINIMUM WIDTHS OF CS-WSP BRACED WALL PANELS

MAXIMUM OPENING HEIGHT ADJACENT TO BRACED WALL PANEL	MINIMUM LENGTH OF FULL-HEIGHT BRACED WALL PANEL (INCHES)			
	8' TALL WALL	9' TALL WALL	10' TALL WALL	12' TALL WALL
5' - 4"	24	21	30	36
6' - 8"	32	30	30	36
7' - 2" (7' Gar. Dr.)	38	35	33	36
8' - 0"	48	41	38	36
8' - 2" (8' Gar. Dr.)	-	43	38	37
9' - 0"	-	54	46	41
10' - 0"	-	-	60	48
12' - 0"	-	-	-	72

a. SHEATHING SHALL EXTEND FROM TOP OF THE TOP PLATE TO THE BOTTOM PLATE AND MAY BE MULTIPLE SHEETS. ALL JOINTS SHALL BE BLOCKED.
b. INTERPOLATION IS PERMITTED

SQUARE FOOTAGE:

FIRST FLOOR:	1148
FINISHED BASEMENT:	648
COVERED PORCH:	53

PLAN SPECIFICATIONS:

- THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:
HOUSE FOUNDATION:
8" X 8'-0" POURED CONCRETE
PORCH FOUNDATION:
8" POURED CONCRETE, REMAIN BELOW FROST LINE
HOUSE EXTERIOR:
FIRST FLOOR: 2 X 6 X 9'-1 1/8", STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 X 4 X 9'-1 1/8", STUDS @ 16" O.C.
- TALL WALLS ARE EXTERIOR WALLS WITH STUDS TALLER THAN 10'-0" AND NEED TO BE DESIGNED BY ENGINEERED WOOD PRODUCTS SUPPLIER
- TAPERED WALLS ARE TO BE FRAMED TO UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:
BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 9/16" - 13 TREADS @ 9 1/2"

FLOOR SYSTEM(S):
BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
11 7/8" I-JOISTS @ 16" O.C.
STD. LOADING (PER SQ. FT.):
40# LL, 10# DL
ADDITIONAL LOADING (PER SQ. FT.):
10# TCDL FOR TILE FLOOR
25# TCDL FOR GRANITE
DEFLECTION: LL/L/480 DL/L/240
DURATION OF LOAD: 100%
- FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:
ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30# TCLL, 10# TCDL, 10# BCDL
DEFLECTION: LL/L/240 DL/L/180
DURATION OF LOAD: 115%
- FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT ANCHORING REQUIREMENTS

HEADERS:
- STD. HEADERS: (2) 2X12 HEM-FIR SELECT STRUCTURAL
- TOP OF WINDOW R.O.S.: 6'-10 7/8"
FIRST FLOOR @ 6'-10 7/8" ABOVE SUBFLOOR
- MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:
- ALLIANCE, VINYL, SINGLE HUNG
- MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:
FOUNDATION BY THE GENERAL CONTRACTOR:

BASEMENT WINDOWS	FLOOR DRAINS
ELECTRIC SERVICES	WATER HEATER
SUMP PIT & PUMP	FURNACE

- BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN
- POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
- STEEL COLUMNS TO SUPPORT 12,000#
- INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING
- ASSUMED SOIL CAPACITY IS 3,000 PSI, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL CONDITIONS
- CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SPS 320.24. THE MOST RESTRICTIVE STANDARDS OF SPS 321.15 - SPS 321.16-5, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED.
MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESS SHOWN ON THE PLAN IS THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR AND/OR THE GENERAL CONTRACTOR
- ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER WI SPS 321.10
- DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR
- FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW
- PLAN IS DRAWN ACCORDINGLY FOR 2 3/4" CASING
- ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
- BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
- FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

Wisconsin BUILDING SUPPLY
MAILING ADDRESS: P.O. BOX 10001, GREEN BAY, WI 54307-0001
OFFICE: 1930 LARSEN ROAD, GREEN BAY, WI 54303, PHONE (920)496-5080, FAX (920)494-8510
COMPONENTS: 1145 MORAINE TERRACE, GREEN BAY, WI 54303, PHONE (920)496-5024, FAX (920)496-1218

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CUSTOM DESIGNED FOR:	GREATER GREEN BAY - HABITAT FOR HUMANITY
JOB NAME:	1409 Elm St.
DATE:	9-3-2020
REVISIONS:	3-14-2021
DRAWN BY:	MARY JO KITTELL
PLAN #: (BASED OFF OF PLAN 17-179-R)	20-418-R

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54307-0001

Wisconsin
BUILDING SUPPLY

OFFICE:
1930 LARSEN ROAD
GREEN BAY, WI 54303
PHONE (920)436-5080
FAX (920)494-9510

COMPONENTS:
1145 MORANE TERRACE
GREEN BAY, WI 54303
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FAX (920)488-1215

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CUSTOM DESIGNED FOR: GREATER GREEN BAY - HABITAT FOR HUMANITY	
JOB NAME: 1409 Elm St.	
DATE: 9-3-2020	REVISIONS:
DRAWN BY: MARY JO KITTELL	5-14-2021
PLAN #: (BASED OFF OF PLAN #11-213-R) 20-418-R	

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10# TCDL FOR TILE FLOOR
25# TCDL FOR GRANITE
DEFLECTION: LL-L/480 DL-L/240
DURATION OF LOAD: 100%
- FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:
ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30# TCLL, 10# TCDL, 10# BCDL
DEFLECTION: LL-L/240 DL-L/180
DURATION OF LOAD: 115%
- FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT ANCHORING REQUIREMENTS

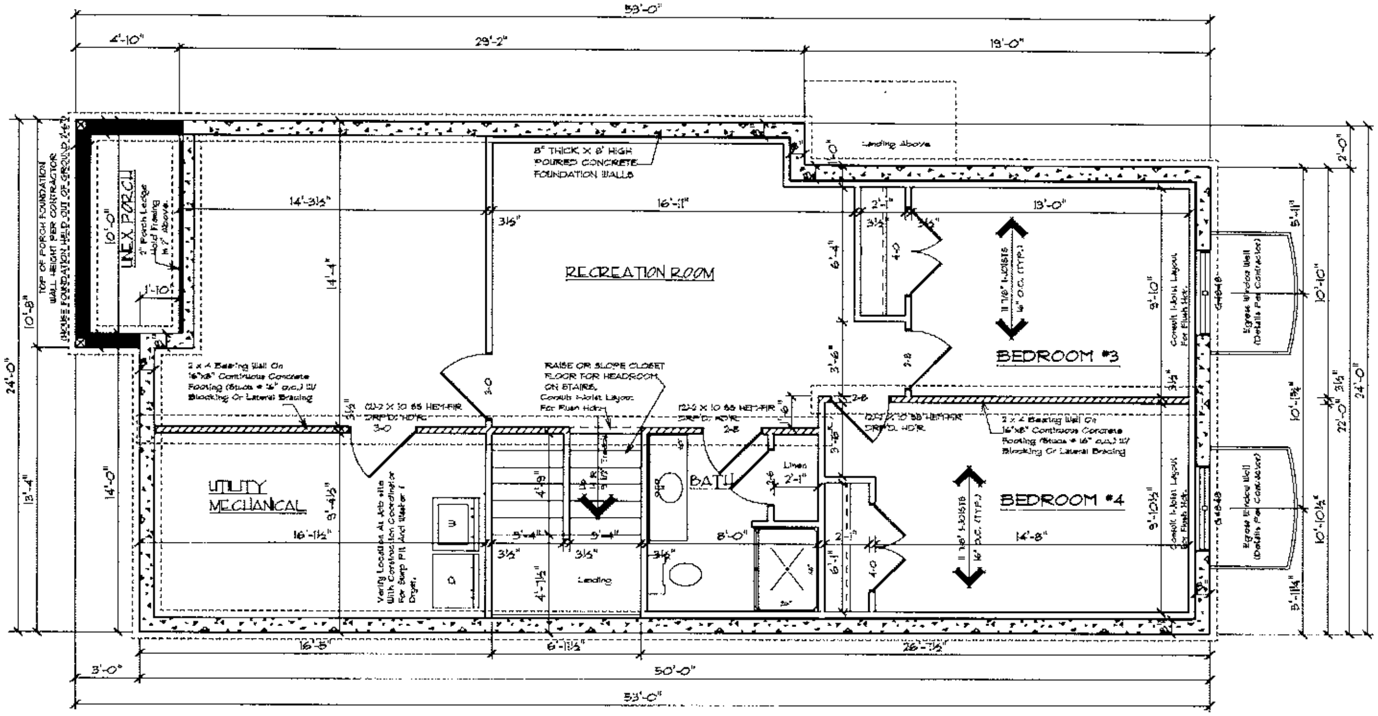
HEADERS:
- STD. HEADERS: (2) 2X12 HEM-FIR SELECT STRUCTURAL
- TOP OF WINDOW R.O.S: 6'-10 7/8"
FIRST FLOOR @ 6'-10 7/8" ABOVE SUBFLOOR
- MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:
- ALLIANCE, VINYL, SINGLE HUNG
- MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:
FOUNDATION BY THE GENERAL CONTRACTOR:

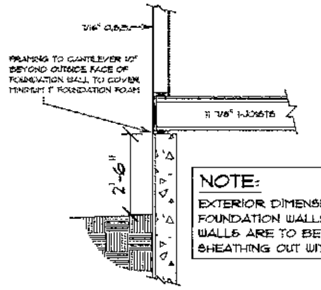
BASEMENT WINDOWS	FLOOR DRAINS
ELECTRIC SERVICES	WATER HEATER
SUMP PIT & PUMP	FURNACE

- BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN
- POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
- STEEL COLUMNS TO SUPPORT 12,000#
- INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING
- ASSUMED SOIL CAPACITY IS 3,000 PSI, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL CONDITIONS
- CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SPS 320.24. THE MOST RESTRICTIVE STANDARDS OF SPS 321.15 - SPS 321.18-5, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED.
MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESS SHOWN ON THE PLAN IS THE RESPONSIBILITY OF THE FOUNDATION CONTRACTOR AND/OR THE GENERAL CONTRACTOR
- ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER WI SPS 321.10
- DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR
- FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW
- PLAN IS DRAWN ACCORDINGLY FOR 2 3/4" CASING
- ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
- BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
- FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/ PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
8'-0" FOUNDATION WALL HGT.



BOX SILL DETAIL
SCALE: 3/8" = 1'-0"

NOTE:
EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION WALLS. EXTERIOR FRAMED HOUSE WALLS ARE TO BE HELD OUT 1/2" TO FLUSH WALL SHEATHING OUT WITH 1" FOUNDATION FOAM

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078
TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

February 17, 2022

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: 321 Lau Street

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay together with Green Bay Area Public Schools is seeking a site for the 2022-2023 school year Bridges Construction student build program. The Authority's past support has been a major contribution to this very successful program, and we are seeking to continue that partnership with this request for your donation of the lot at 321 Lau Street.

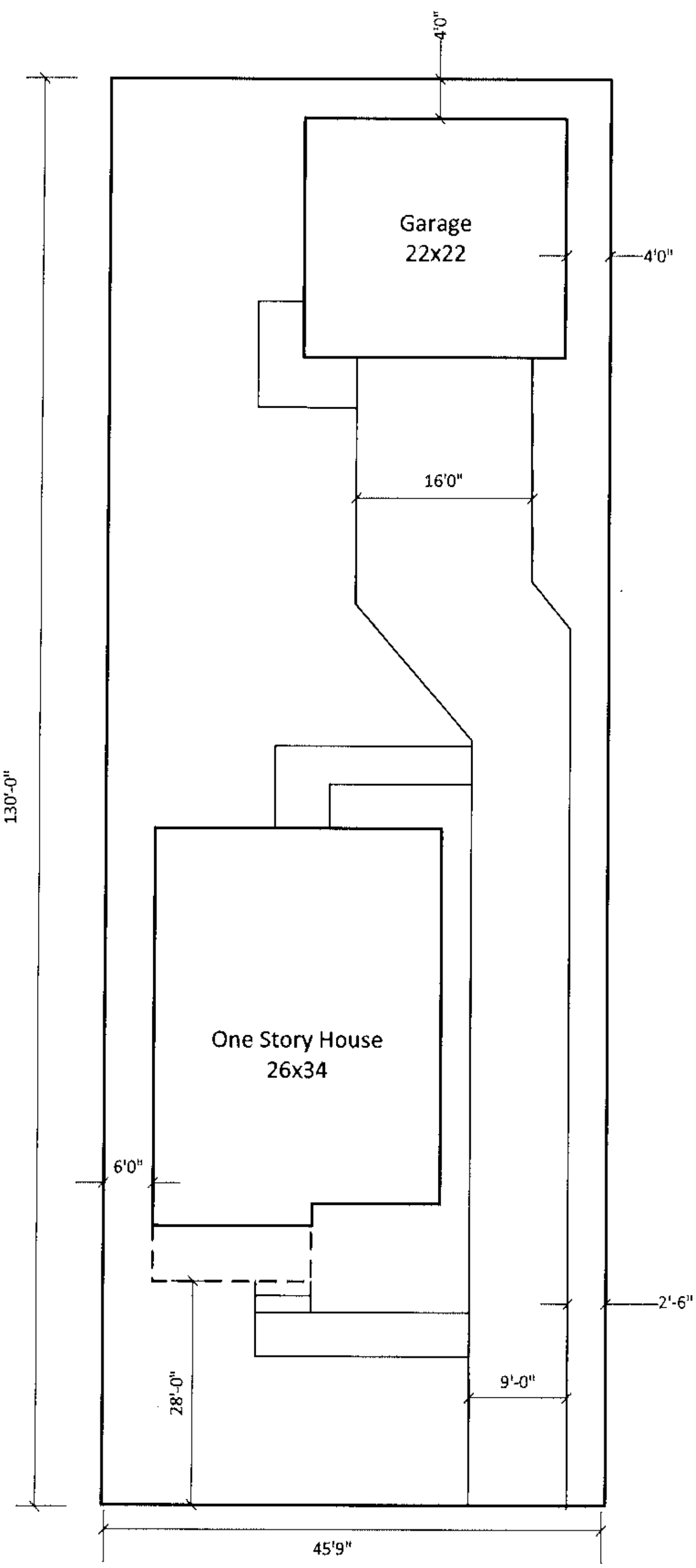
The ideal site for a Bridges project is a location where a new single story home is consistent with the character of the neighborhood. The safety protocols of the program preclude students from working above the first floor. With single story construction, the students can build the entire home not just part of it.

To support these objectives, we are proposing 321 Lau Street as the location of the next Bridges build. Attached are the proposed site plan and elevations for the project. We are proposing the plan used at 331 S. Irwin modified to be two feet narrower to support the lot width on Lau. Construction would begin in August in preparation for the students to begin framing at the start of their program in the Fall. We not seeking additional subsidy for this project beyond the lot.

Thank you for your consideration.

Jerry Tyrrell

Jerry Tyrrell
jerry@nwgreenbay.org
920-544-0765
Director of Real Estate



REVISION DATE:

NeighborWorks® GREEN BAY

SITE PLAN AND ELEVATIONS
321 LAU STREET, GREEN BAY WI
PARCEL ID 21-2346

DRAWN BY
J TYRRELL

DATE
2-16-2022

SCALE
NOT TO SCALE

SHEET NO:
1 OF 3

FRONT ELEVATION

REAR ELEVATION

REVISION DATE:

NeighborWorks®
GREEN BAY

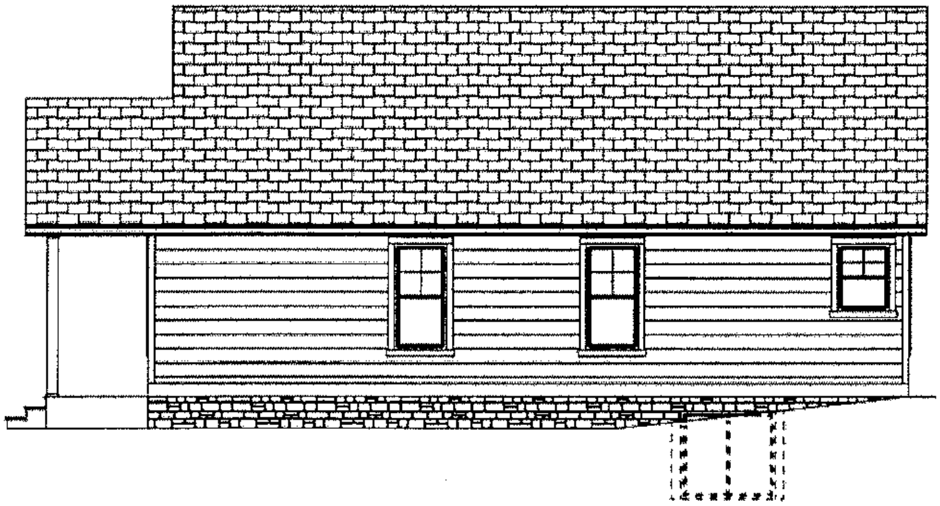
SITE PLAN AND ELEVATIONS
321 LAU STREET, GREEN BAY WI
PARCEL ID 21-2346

DRAWN BY
J TYRRELL

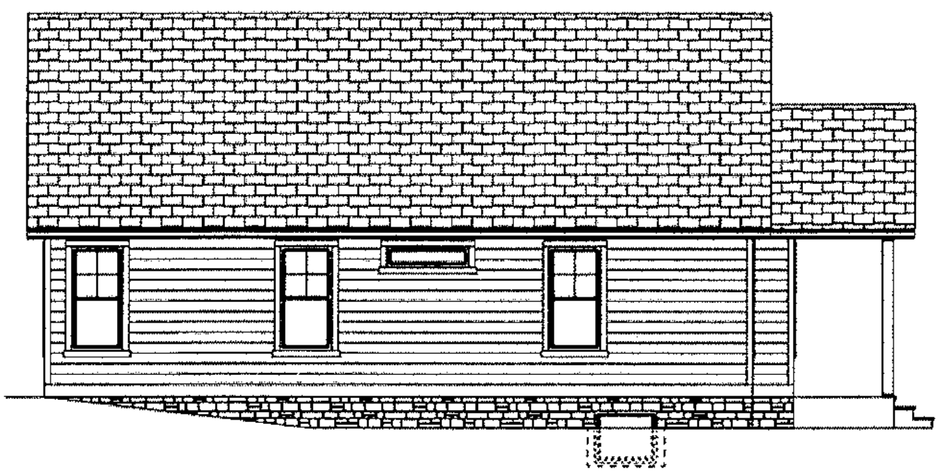
DATE
2-16-2022

SCALE
NOT TO SCALE

SHEET NO:
2 OF 3



LEFT ELEVATION



RIGHT ELEVATION

REVISION DATE:

NeighborWorks® GREEN BAY

SITE PLAN AND ELEVATIONS
321 LAU STREET, GREEN BAY WI
PARCEL ID 21-2346

DRAWN BY
J TYRRELL

DATE
2-16-2022

SCALE
NOT TO SCALE

SHEET NO:
3 OF 3

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Matt Buchanan, Staff

AGENDA ITEM # E.6

Consideration with possible action on request by Impact Seven for a planning option extension on 420 S. Broadway.

BACKGROUND

The original three-month planning option was approved on May 11, 2021, and a six-month extension was approved on September 14, 2021. Since then, Impact Seven has been in regular communication with staff and has shown adequate progress in their efforts to advance a project at the site, including selection of a general contractor, and undertaking efforts to finalize their pro forma and secure financing. Extensions were contemplated as part of the original planning option.

Staff is in favor of granting this request.

RECOMMENDATION

Approve the extension of the planning option to Impact Seven for 420 S. Broadway to June 1, 2022.

FISCAL IMPACT

No immediate impact. Future impacts subject to a formal development agreement.

ATTACHMENTS

1. Impact Seven Planning Option Extension Request for 420 S. Broadway
2. Original Planning Option Agreement with Impact Seven for 420 S. Broadway

February 22, 2022

Redevelopment Authority of the City of Green Bay
ATTN: Neil Stechschulte
100 N. Jefferson Street
Green Bay, WI 54301-5026

RE: Impact Seven Planning Option Extension - 420 South Broadway Street

Dear Mr. Stechschulte:

Thank you for the opportunity to update the RDA on our pre-development work for the former Badger Sheet Metal Works site and request an extension to the planning option to June 1, 2022.

We value the continued support and guidance from city staff, and we are pleased to report our progress.

Updates:

- Stevens Construction is our general contractor:
    - Project team continues to work with Stevens to refine cost estimates due to a considerable increase in residential construction costs.
- Met with city staff in February to review current pro forma assumptions related to a request for city financial support.
- Continued discussion with WEDC staff in the preparation of a funding request to cover the cost of environmental and site remediation work.

We are grateful for the RDA's time and consideration of our request to extend the planning option. We will provide any additional information upon request. Please don't hesitate to contact me with any questions. I can be reached by phone at 608-405-9064 or by email at michael.carlson@impactseven.org.

Sincerely,

Michael Carlson
Vice President, Real Estate Development
Impact Seven, Inc.

PLANNING OPTION AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND IMPACT SEVEN, INC.
FOR
402 S. BROADWAY, 420 S. BROADWAY, AND 419 MAPLE AVENUE

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Impact Seven, INC. (hereinafter called "DEVELOPER") on May 11, 2021;

WHEREAS, the Properties at 402 S. Broadway, 420 S. Broadway, and 419 S. Maple Avenue, legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of blight mitigation and for inducing private enterprise to construct new development, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER has requested permission to plan for the proposed construction of a multi-family residential or mixed-use development (hereinafter the "Project") on the RDA Site; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the RDA and DEVELOPER as follows:

I. <u>EXECUTION OF AGREEMENT.</u> The DEVELOPER shall, upon execution of the Agreement, tender to the RDA the sum of $500 (Five hundred dollars and 00/100 cents) for the granting of planning rights as set out herein and effective as of the date first written above to the 9h day of August 2021. The sum tendered to the RDA shall be deposited into an RDA bank account. DEVLOPER may request a reasonable extension of this planning option prior to its expiration. However, any extension must be reviewed by the RDA, and approved at their sole discretion.

II. <u>DUE DILIGENCE.</u> The RDA, during the period of the Agreement, or any extension thereof, shall provide that the RDA Site shall not be conveyed to any other legal entity. The RDA agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.

III. <u>DEVELOPMENT AGREEMENT.</u> That in the event the RDA and the DEVELOPER enter into a development agreement for the site, all fees paid to the RDA by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER.

IV. <u>OBLIGATIONS.</u> That the RDA shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner. DEVELOPER shall commence inspections of the RDA Site as DEVELOPER deems necessary and shall perform its due diligence in order to confirm the feasibility of the RDA Site for DEVELOPER's intended use.

V. <u>OWNERSHIP.</u> That throughout the period of the planning option, the RDA shall maintain complete ownership of the property.

VI. <u>MISCELLANEOUS PROVISIONS.</u>

A. DEVELOPER agrees not to discriminate on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

C. The RDA and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall 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.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the RDA. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the RDA $10,000 as damages for their action.

F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

I. ENVIRONMENTAL ASSESSMENT. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises.

J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Michael Carlson, Vice President of Real Estate Development
Impact Seven, Inc.
2961 Decker Drive
Rice Lake, WI 54868

TO RDA: Neil Stechschulte, Secretary
City of Green Bay Redevelopment Authority
100 North Jefferson Street, Room 608
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

L. NONMERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

Redevelopment Authority of the City of Green Bay

____
Neil Stechschulte, Secretary

Impact Seven, INC.:

____
Michael Carlson, Vice President of Real Estate Development

THIS INSTRUMENT WAS DRAFTED BY
Matt Buchanan
City of Green Bay Redevelopment authority

EXHIBIT A

Legal Description of the RDA Site

Parcel Number: **3-569**

Legal Description:

95,620 SQ FT ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6 ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 & 276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161-40 & 75J174-1 & PRT VAC ALLEY ADJ AS DESC IN J24431-49

Parcel Number: **2-947**

Legal Description:

2.314 AC M/L PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539

Parcel Number: **3-572**

Legal Description:

0.112 AC M/L ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6

EXHIBIT B

See attached application for 402 S. Broadway, 420 S. Broadway, and 419 S. Maple Avenue

May 4, 2021

Redevelopment Authority of the City of Green Bay
ATTN: Neil Stechschulte
100 N. Jefferson Street
Green Bay, WI 54301-5026

RE: Impact Seven Planning Option for 420 South Broadway Street

Dear Mr. Stechschulte:

Please accept this planning option proposal for the former Badger Sheet Metal Works site at **420 South Broadway** – **Parcel ID Number 3-569**. The proposal describes Impact Seven's intent to develop the property for a mixed-used development that includes multi-family housing and commercial space complemented with on-site, structured parking.

We appreciate the contribution this site makes towards redevelopment in Green Bay, and we're inspired by the revitalization envisioned for the South Broadway Corridor. Together with the transformative Shipyard District redevelopment, the Broadway Corridor promise to evolve into a vibrant and engaging urban center that will attract diverse households.

Impact Seven is motivated to provide housing in Green Bay because of the significant community investments made over these last years by the city; because of the high quality of life available in terms of jobs, education and civic amenities; and because of the high quality of the South Broadway Street site itself.

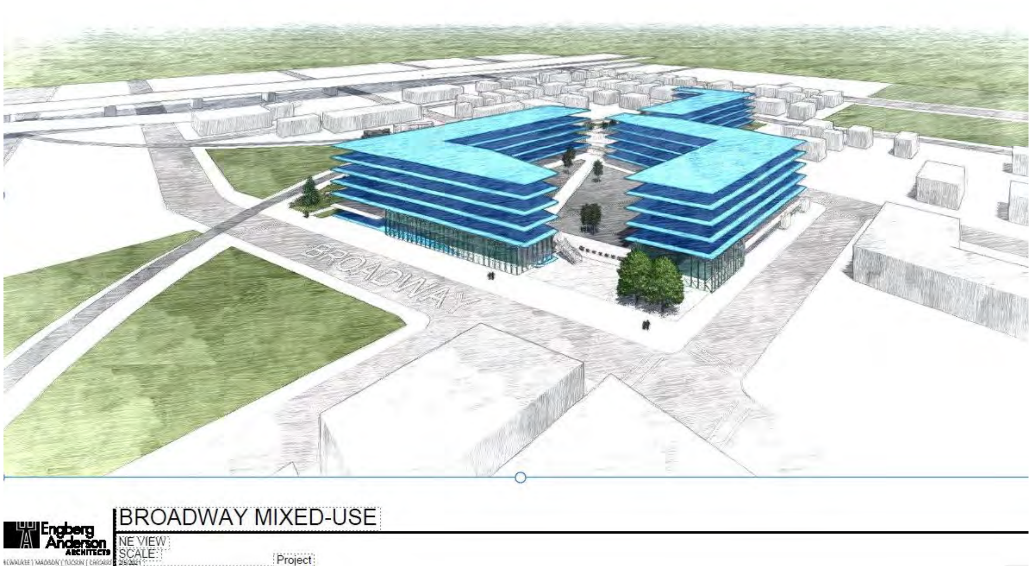
City staff introduced Impact Seven's Real Estate team to the Broadway Street site in 2020. We subsequently engaged the architectural firm Engberg Anderson to develop a preliminary site capacity study and massing plan. We strived to ensure that our building placement would reflect the city's plans and respond to both the neighborhood and riverside contexts. Please find an excerpt from that site study below in this letter, and a full copy is attached to this application.

In early 2021, we presented the preliminary concept to staff to garner initial feedback. Staff responded positively and they were receptive and supportive of the concept. Since that time, city staff have provided a wealth of technical assistance and we have continued to update staff as our plans are refined.

The South Broadway Street project is located on a city-owned site on which we propose to build three (3) four-story buildings consisting of approximately 238 high-quality, market-rate apartments, reflecting a mix of 1, 2 and 3-bedroom units, over ground-level, structured parking. Amenities are to include:

- Ground-level parking;
- Shared "green roof" courtyard over the parking level;
- In-unit laundry;
- Onsite community room;
- Onsite fitness room;
- Onsite leasing office and management agent;
- Co-located businesses.

Impact Seven strives to complement the goals for the South Broadway Corridor and adjacent neighborhoods that are called for in the Shipyard Neighborhood Investment Strategy and other city plans incorporated into the Strategy -- higher density mixed-use development, increased supply of affordable housing, alternatives to single-family detached housing and additional commercial development.



Design Intent

Our goal is to create a live, work, play environment that is compatible with the character of the emerging South Broadway Corridor. Some of the design features include:

- Reconnecting South Chestnut Avenue to the site, which also provides a connection to the interior of the buildings;
- Preserving mature trees at the northeast corner of the property and creating a plaza that would offer an inviting place for those who live, work or visit the area;
- Providing ground level, structured parking that would be capped with a 'green' roof that provides an interior courtyard at the second floor level and site lines that connect people with street activity and the outdoors;
- A public greenway along the south side of the property that provides linkages to the Shipyard site;
- Amenities and commercial space including a ground floor leasing office which would serve to screen parking in the center and rear of the buildings.

We also propose to engage commercial tenants who are interested to locate on site, and to incorporate their commercial space into the ground floor of the new building that fronts South Broadway. Impact Seven has reached out to the owner of The Edge Barbershop and the Green Bay Bicycle Collective and both businesses have expressed interest in securing commercial space here. We also receptive to additional commercial possibilities for the site.

Overall, we look to foster a development capable of attracting residents who value an urban lifestyle close to amenities, walking and biking opportunities, access to public transportation, services and public spaces for interaction and civic engagement.

Project Timeline

We anticipate 9-12 months due diligence and pre-development period will be needed to finalize plans for formal city approval once the planning option is executed. During this due diligence period Impact Seven would engage a team of professionals to:

- Conduct an ALTA-compliant survey of the lot;
- Research and analyze overall site conditions;
- Secure permanent financing;
- Secure zoning consistent with the proposed use of the property;
- Conduct environmental and geotechnical analyses;
- Finalize design plans;
- Secure purchase approval of the Impact Seven Board of Directors as a precondition of closing.

Financing

The site lies within the boundaries of an Opportunity Zone, which encourages and attracts private investment to accelerate local economic growth and job creation. Impact Seven proposes to cultivate and secure a partnering equity investor to the project, to support Impact Seven's own equity dollars.

We plan to pursue private construction financing, and upon stabilization to convert to HUD 223(f) permanent financing.

We welcome the opportunity to discuss TIF funding from the City in support of TIF-eligible costs as well as other city resources that may be available.

We anticipate providing unrestricted/market units at the Broadway project. Our pro forma market rents are indexed to WHEDA's 80% AMI rents for Brown County. We anticipate setting final rents to be affordable to households who earn 80%-110% CMI. Our current workforce housing project under construction in Middleton, provides a measure of units available at 60% AMI rents and supported via a "capitalized rents" agreement as part of our TIF development agreement with the City of Middleton. We'd welcome the chance to provide Green Bay leadership and staff more details about this "capitalized rents" tool for supporting affordability within market-rate projects, and to discuss whether it might be a fit for the Broadway project.

Summary of Qualifications

Impact Seven is a private, nonprofit 501 (c) 3 and US-Treasury designated Community Development Financial Institution (CDFI). We provide real estate development, property management and business development services throughout Wisconsin. Impact Seven's property management division, Impact Management, manages 1300 properties across the state, including having secured a management contract to manage the Neighborworks Green Bay portfolio, providing an active property management division at work in Green Bay.

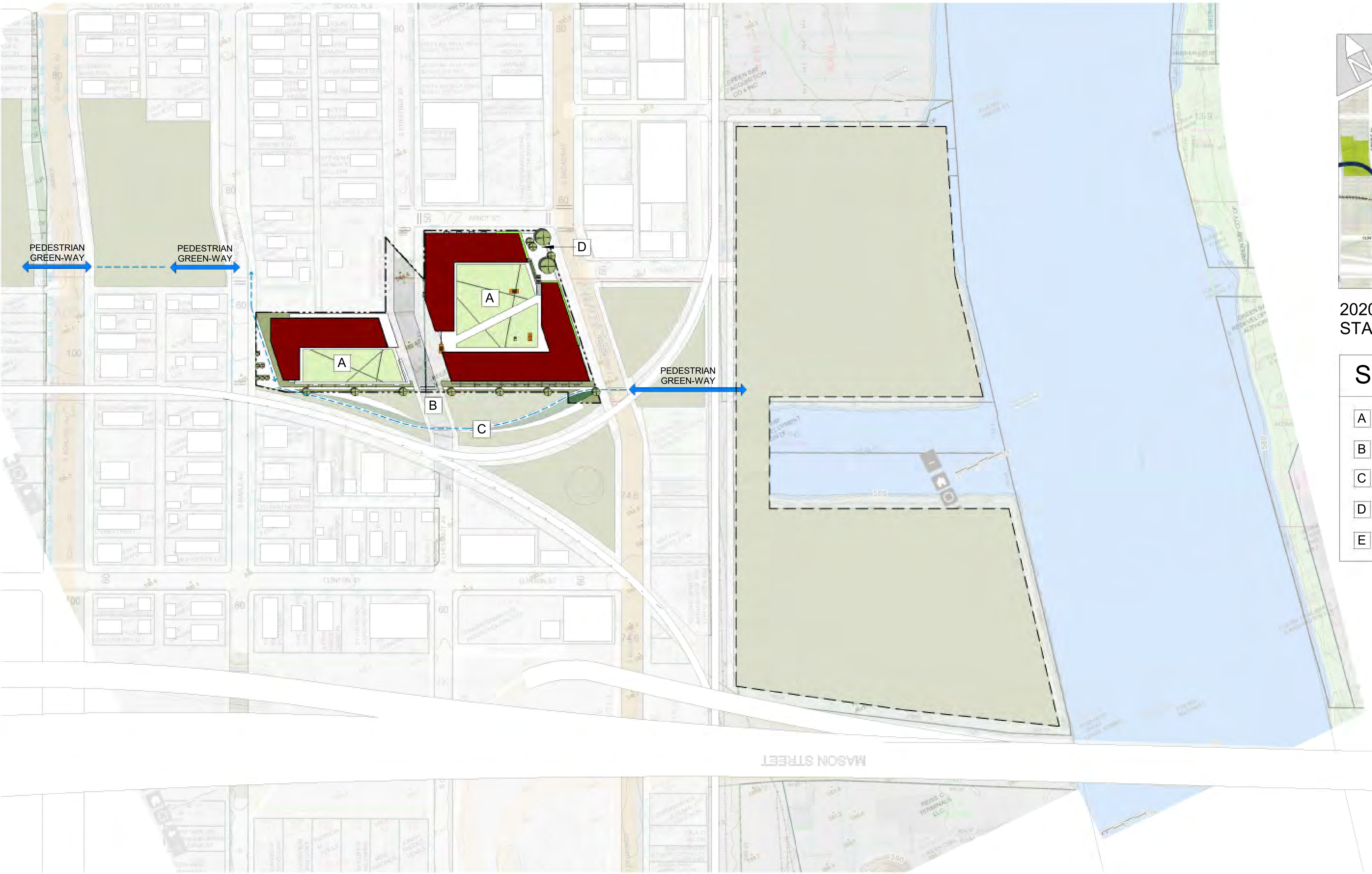
Please find included with this proposal supporting materials that demonstrate our ability both to create high-quality projects and to perform on our commitments:

- Impact Seven 'Housing Resume' – This provides a summary of our housing program and key staff;
- Project Profiles – Selections of Impact Seven multi-family projects of similar size, scale and complexity;
- Trotta Building rendering – This is our 126-unit, market-rate project currently under construction in Middleton.

We are grateful for the RDA's time and consideration of our proposal and will provide any additional information upon request. Please don't hesitate to contact me with any questions. I can be reached by phone at 608-405-9064 or by email at michael.carlson@impactseven.org.

Sincerely,

Michael Carlson
Vice President, Real Estate Development
Impact Seven, Inc.



2020 LAND-USE STUDY: STANTEC

SITE PLAN - KEY

A	GREEN ROOF
B	STREET EXTENTION
C	NATUALIZED GREEN-WAY/WATER-WAY
D	URBAN PLAZA
E	X

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

BROADWAY MIXED-USE

SITE PLAN
SCALE: 1" = 200'-0"
2/5/2021
Engberg Anderson Project No. Project Number

TYP. RES LEVEL PLAN

B1 - SCHEMATIC UNIT TOTALS

	APPROX UNIT SF	L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	500 SF	0	0	1	1	1		3	3%
ONE BEDROOM	715 SF	8	16	17	17	17		75	79%
TWO BEDROOM	1100 SF	0	2	2	2	2		8	8%
THREE BEDROOM	1300 SF	1	2	2	2	2		9	9%
								95	
		9	20	22	22	22		95	100%

B2 - SCHEMATIC UNIT TOTALS

	APPROX UNIT SF	L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	500 SF	0	0	1	1	1		3	3%
ONE BEDROOM	715 SF	9	21	21	21	21		93	82%
TWO BEDROOM	1100 SF	1	3	3	3	3		13	12%
THREE BEDROOM	1300 SF	0	1	1	1	1		4	4%
								113	
		10	25	26	26	26		113	100%

B3 - SCHEMATIC UNIT TOTALS

	APPROX UNIT SF	L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	500 SF	0	0	1	1	1		3	4%
ONE BEDROOM	715 SF	0	13	13	13	13		52	66%
TWO BEDROOM	1100 SF	4	4	4	4	4		20	25%
THREE BEDROOM	1300 SF	0	1	1	1	1		4	5%
								79	
		4	18	19	19	19		79	100%

GROUND LEVEL PLAN

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

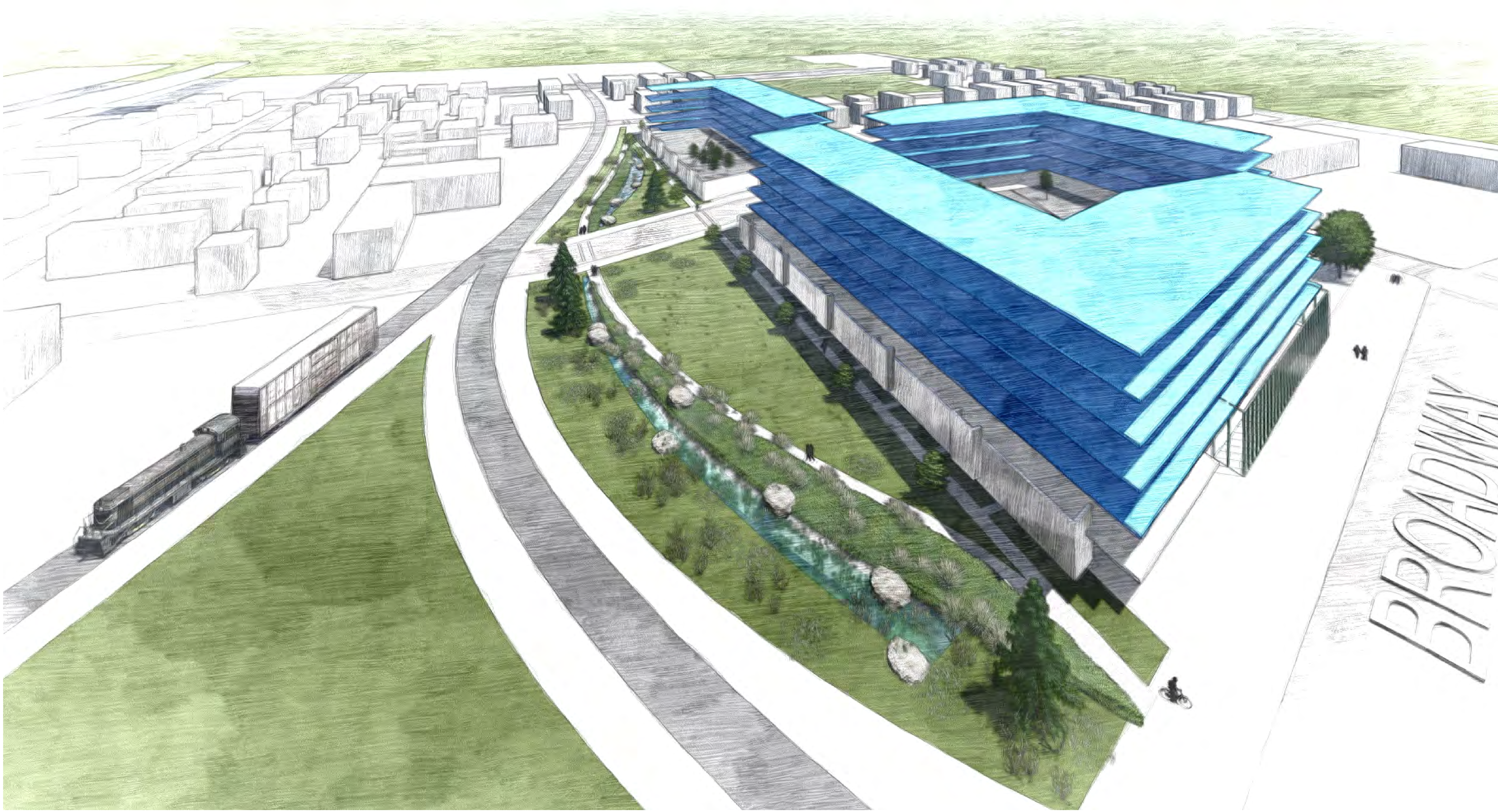
BROADWAY MIXED-USE

SCHEMATIC PLAN STUDY
SCALE: 1" = 100'-0"
2/5/2021
Engberg Anderson Project No. Project Number

Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

BROADWAY MIXED-USE

BIRDSEYE VIEW
SCALE:
2/5/2021
Engberg Anderson Project No. Project Number



Engberg Anderson ARCHITECTS

MILWAUKEE | MADISON | TUCSON | CHICAGO

BROADWAY MIXED-USE

SE VIEW

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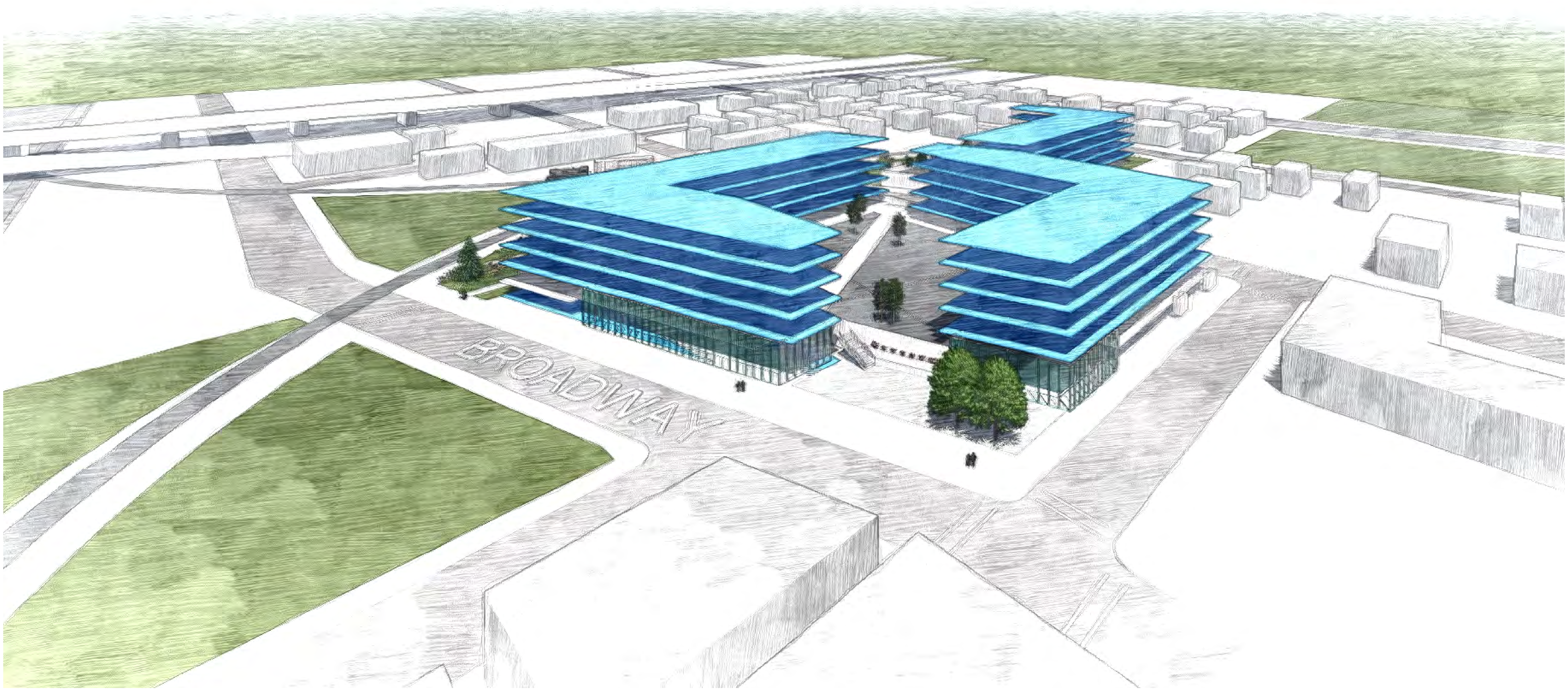
2/5/2021

Engberg Anderson Project No. Project Number



Engberg Anderson ARCHITECTS
MILWAUKEE | MADISON | TUCSON | CHICAGO

BROADWAY MIXED-USE

NE VIEW
SCALE:
2/5/2021
Engberg Anderson Project No. Project Number

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Ronda Bitney

AGENDA ITEM # E.7

Consideration with possible action on approval to quit claim part of Parcel 2-947 to City of Green Bay.

BACKGROUND

The RDA has purchased the property at 421 Arndt Street to complete the development of the Badger Sheet Metal site. As a condition of that purchase, Trinity Lutheran Church wants to insure access to their garage located at 338 S Chestnut Avenue.

Upon meeting with Tom Giese, Right-of-Way Specialist, it was decided that the best course of action would be for the RDA to dedicate the triangular shaped part of Parcel 2-947 to the public for S Chestnut Avenue. This will allow access to the existing garage located on Parcel 3-580, which is owned by Trinity Evangelical Lutheran Church.

Staff is recommending the approval of the dedication via quit claim deed for part of Parcel 2-947.

RECOMMENDATION

Approval of the dedication via quit claim deed for part of Parcel 2-947.

FISCAL IMPACT

ATTACHMENTS

1. Quit Claim Deed and map
2. 421 Arndt

QUIT CLAIM DEED

Document Number

The Redevelopment Authority of the City of Green Bay, a municipal corporation quit claims to The City of Green Bay, a municipal corporation for the sum of One and no/100 dollars $1.00 and other Valuable consideration the following property in Brown County, Wisconsin:

That part of the Vacant Strip, West Side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:
Beginning at the southeast corner of Lot 1, Block 8, according to the recorded plat of Arndt's Addition to the Village of Fort Howard;
thence S24°-47'-39"W, 87.34 feet along the extension of the west right-of-way line of S. Chestnut Avenue, to the south line of said Vacant Strip;
thence S64°-04'-08"E, 80.89 feet, along said south line of Vacant Strip, to a point of intersection with the southerly extension of the east right-of-way line of S. Chestnut Avenue;
thence N17°-29'-03"W, 120.21 feet along the north line of the parcel described in Volume 696 of Records, Page 257, as Document Number 629684, to the point of beginning.

Return to:
City Clerk
100 N. Jefferson Street
City of Green Bay, WI 54301

Part of 2-947
Parcel Identification Number

EXEMPT PER 77.25(2r)

This is not homestead property.
(is) or (is not)

Dated this ________ day of ____________________, 20___.

X ______________________________
Gary J. Delveaux - Chairperson

X ______________________________
Neil Stechschulte - Secretary

AUTHENTICATION

Signature(s) ______________________

____

______________________ authenticated this ______ day of ______________, 20__.

(if not, authorized by s.706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

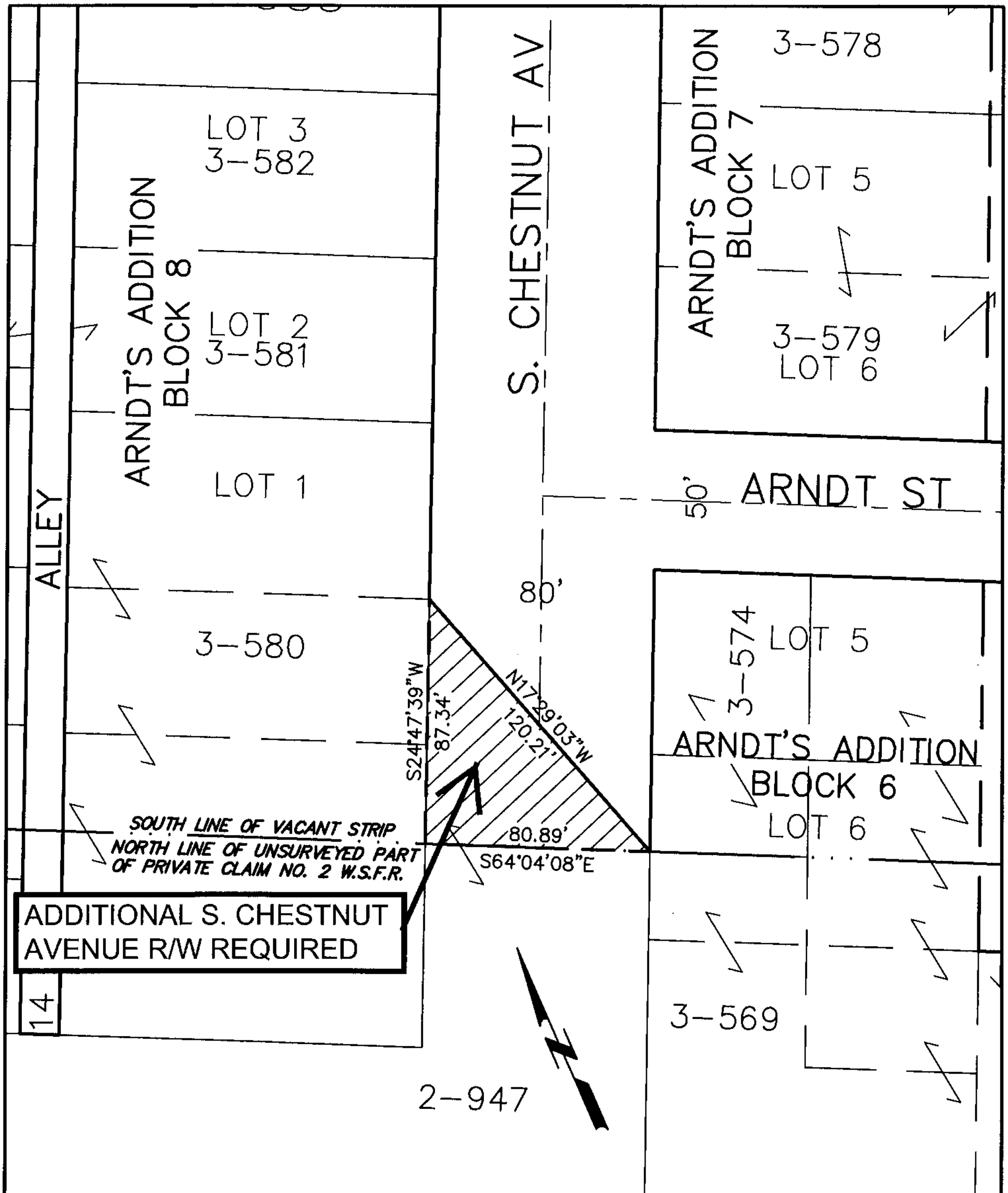
Personally came before me this ______ day of ______________, 20___, the above named Gary J. Delveaux - Chairperson and Neil Stechschulte - Secretary to me known to be the person who
executed the foregoing instrument and acknowledged the same.

X ______________________________

* ______________________________
print or type name of notary above
Notary Public, __________ County, __________
My Commission is Permanent. (If not, state Expiration Date: ________________, 20___)

*Names of Persons Signing in any Capacity Should be Typed or Printed Below Their Signatures.

Instrument Drafted By:
Thomas H. Giese - Right-of-Way Specialist



DISCLAIMER
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

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CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION

R/W REQUIRED FOR S. CHESTNUT AVENUE

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S MAPLE AV
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3-581
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3-580
29,034 SF
3-1144-B
J19129-10
7,230 SF
3-1144-B-2
J19129-10
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3-1144-B-1
J19129-10
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75J174-1
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71MR198
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3-574
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3-572
4,896 SF
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Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Neil Stechschulte, Director

AGENDA ITEM # E.8

Consideration with possible action on a request to amend a development agreement with Miller Land Investments, LLC for the development of a market rate multi-family apartment project at 100 E. Mason Street (Parcels 15-168-A, 15-2, and 15-168).

BACKGROUND

This project has been delayed by both the developer and the City for a variety of reasons, and the deadlines in the development agreement need to be updated to reflect the current schedule. Specifically, the most notable proposed changes are:

- Phase I improvements are largely completed, with only the transfer of land to reflect the new trail alignment remaining to be accomplished through a CSM (to be prepared by the City).
- The cost of the trail development to be reimbursed was originally estimated at $150,000, and the final cost came in at $186,500.
- The number of units in Phase II has been reduced from 100 to 75 units due to increased project costs. (Hard project costs are currently estimated to be $30 million.)
- The project schedule has been adjusted to reflect a July 2025 completion date for Phase II.
- Requires the City to install any shoreline stabilization (rip rap) at the City's cost.
- City to prepare a final CSM to reflect the new parcel boundaries and ownership to facilitate the land transfer.

A redlined version of the development agreement is attached for review by the RDA.

RECOMMENDATION

Approval of the amended development agreement as presented, subject to a final review by the City Attorney and the Finance Department prior to sending to Council for final consideration.

FISCAL IMPACT

The City contribution for the Phase I improvements is to be taken from TID 5. The remainder of investment of public funds will be on a pay-as-you-go basis from the to-be-created TID. The project is already proposed at a higher level of percentage of TID increment than other projects, which was probably approved because there wasn't to be significant public improvements beyond the extension of the trail.

ATTACHMENTS

1. One Astor Development Agreement 03072022 Update

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 19-03

ONE ASTOR PARK

This Development Agreement is made this ______ day of ___________________, 2022~~19~~, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), and MILLER LAND INVESTMENTS, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
15-168-A	100 E. Mason St.	1.87	$~~568,800.00~~346,000
15-2	120 E. Mason St.	0.84	$0.00
Part of 15-168	Washington St.	0.65	$0.00

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately three and thirty-six hundredths (3.36) 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 shall consist of two (2) phases of development as follows:

1. Phase I shall consist of the demolition of all existing improvements; filling and grading to bring the Property to elevation levels consistent with the real estate located adjacent to the Property and relocation of approximately seven hundred (700) feet of a multi-modal, asphalt path (Fox River Trail) to the waterfront, and an exchange of publicly owned land where the previous trail was located. ("Phase I"), and

2. Phase II, if pursued by Developer as referenced below, shall consist of the construction of a four (4)-story residential structure with approximately ~~one hundred (100)~~seventy-five (75) market-rate rental units ("Phase II").

The Proposed Project improvements are more thoroughly described in Sections III. and IV. herein, and shown on a Preliminary Concept Plan, which is herein attached as **EXHIBIT C**.

D. As of January 1, 2022~~19~~, the Property has an aggregate assessed value of ~~Five Hundred Sixty-eight Thousand, Eight Hundred Dollars ($568,800.00~~Three Hundred Forty-Six thousand Dollars ($346,000)~~)~~, which based on the assessed tax rates in effect as of January 1, 20~~19~~22, the Property yields approximately:

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

1. ~~Thirteen Thousand Two Hundred Ninety-eight Dollars ($13,298.00)~~ Eight Thousand Five Hundred Eighty-One Dollars ($8,580.83) ~~in~~ total real estate taxes annually (assessed mill rate of $~~23.38~~25.80);

2. Eight Thousand Five Hundred Eighty-One Dollars ($8,580.83)~~Thirteen Thousand Two Hundred Ninety-eight Dollars ($13,298.00)~~ 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~~25.80); and

3. ~~Five Thousand Two Hundred Four Dollars ($5,204.00)~~Three Thousand Three Hundred Eighty-Nine Dollars ($3,389.39) in real estate taxes to the City of Green Bay annually (assessed mill rate of $~~9.15~~10.19).

E. Upon completion of Phase II of the Project, the City estimates the aggregate assessed property value of the Property to be Thirteen Million Dollars ($13,000,000.00) which is anticipated to yield approximately:

~~1.~~ ~~Three Hundred Three Thousand, Nine Hundred Forty Dollars ($303,940.00)~~Three Hundred Thirty-Five Four Hundred Dollars ($335,400.00) in total real estate taxes annually (assessed mill rate of $~~23.38~~25.80); and

~~2.~~ Three Hundred Thirty-Five Four Hundred Dollars ($335,400.00) in ~~Three Hundred Three Thousand, Nine Hundred Forty Dollars ($303,940.00)~~ in total 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~~25.80); and

1. ~~One Hundred Eighteen Thousand, Nine Hundred Fifty Dollars ($118,950.00)~~ One Hundred Thirty-Two Thousand Four Hundred Eighty-Two Dollars ($132,481.52) in real estate taxes to the City of Green Bay annually (assessed mill rate of $~~9.15~~10.19).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I of the Project, the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1, 2022 ~~of such year that Phase I is completed~~, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

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

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

I. In order to induce Developer to undertake the Project, such that it removes blighted and neglected properties with high complaint and/or police call volumes; remediates environmental contamination and/or enhance the physical landscape; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; builds new structures for individuals of all ages and abilities; is located in a place easy to reach on foot, bicycle, or transit; strengthens our non-motorized transportation networks; expands our range of residential real estate products; is designed and built with options for conversion to alternative uses in the future; creates and enhances 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:

    1. Five Hundred Sixty-eight Thousand Dollars ($568,000.00) if the Project remains within Tax Increment District (TID) Five (5), East and West Downtown; or

    2. Upon completion of Phase I, shall be determined by the actual aggregate assessed value of the Property as of January 1 of the year in which a new conservation and rehabilitation or blight tax increment district is created.

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

F. "Concept Plan" means the plan for the Project.

G. "Developer" means MILLER LAND INVESTMENTS, LLC, 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 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, including, without limitation, the asphalt path to be relocated; and

Commented [NS1]: Include waterfront rip rap

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, filling, 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 filling and grading.

~~6.~~7. Any related waterfront or shoreline protection improvements determined to be necessary by the City.

N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section V. B. 4.

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

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

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

R. "TID" means pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I of the Project, the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), effective January 1 of such year that Phase I is completed, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. PHASE I OF DEVELOPMENT

A. Project Description. Phase I of the Project shall consist of the Developer completing the following, at Developer's sole cost:

1. Demolition of all existing buildings and other structures located on the Property and removal of all debris and materials resulting therefrom;

2. Filling and grading to bring the Property to elevation levels consistent with the real estate located adjacent to the Property; and

3. Construction of a multi-model asphalt path (Fox River Trail) approximately seven hundred (700) feet in length and no less than ten (10) feet in paved width, on a parcel and/or right-of way no less than fifty (50) feet in width, as generally reflected on the Preliminary Concept Plan attached hereto as **EXHIBIT C**, or at a location mutually agreed to by the parties. Developer shall be responsible for the path, base asphalt, and leveling and seeding of the path.

4. Transfer of private land on which the new trail facility exists to the City, in exchange for the public land on which the trail facility was formerly located on to the Developer for purposes of constructing the private development.

~~3.~~5. Developer shall provide construction access to the City to the shoreline for installation of rip rap or other public improvements. Rip rap or other shoreline improvements shall be done at the expense of the City, as well as any restoration of any damage done to the trail and immediately adjacent areas.from construction activity related to the City's shoreline improvements.

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B. Permitting Assistance. The City and RDA will assist and cooperate with Developer in connection with Developer obtaining all necessary local, state and federal permits, with respect to Phase I and Phase II of the Project.

C. Grants. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants 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.

D. Trail Dedication and Completion of Phase I. ~~Within one (1) year from date of execution of this Agreement by all parties or December 1, 2020, whichever is later, the new asphalt path and a newly created parcel on which it is located shall be conveyed and/or dedicated to the City~~ Phase I shall be considered complete upon the recording of a new CSM that includes the trail dedication and the new ownership of transferred parcels.

E. Additional Work. Additional work on the Property may proceed after dedication of the asphalt path, which may include filling and grading certain areas of the Property to remove such areas from the flood plain.

F. Phase I Easements. Developer shall grant the City an easement for purposes of maintaining a water main along the northern edge of the Property, such easement being located where the existing water main is currently located. City shall grant Developer any and all easements required for Developer to construct future docks along the shoreline for the benefit of the Property and for the benefit of ingress and egress to and from such docks. City shall also grant Developer an easement in a mutually-agreed upon location for ingress/egress purposes only across the City owned right-of-way located immediately north and adjacent to the Property to allow Developer and its tenants, guests and invitees to utilize the aforementioned right-of-way to access the parking lot and parking stalls identified on EXHIBIT C from and to South Adams Street.

G. Timeliness. Construction of Phase I shall commence no later than one hundred twenty (120) days after execution of this Agreement by all parties or as otherwise set forth in Section VI. K. below. Upon completion of Phase I, Developer shall have the right to either (a) proceed with Phase II, or (b) terminate this Agreement. Developer shall provide written notice to the City and RDA of which option it elects no later than one (1) year after completion of Phase I. If Developer elects to proceed with Phase II, then this Agreement shall continue, and the parties shall be bound to perform their obligations under this Agreement with respect to Phase II. If Developer elects to terminate this Agreement, then none of the parties hereto shall have any further rights, obligations or liabilities under this Agreement.

IV. PHASE II OF DEVELOPMENT

A. Commencement. In the event Developer elects to proceed with Phase II, then Developer shall construct a four (4)-story residential structure containing approximately ~~one hundred (100)~~ Seventy-Five (75) market rate rental units as described in the Preliminary Concept Plan attached hereto as **EXHIBIT C**. Construction of Phase II shall commence no later than December 1, ~~2022~~ 2023 or as otherwise set forth in Section VI. K. below.

V. TAX INCREMENT FINANCING

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

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

1. Phase I - Property Transfer. The City and/or RDA shall convey 120 E. Mason St. and Washington St. (Tax Parcels 15-2 and 15-168) to the Developer through the following process:

    a) The City and/or RDA shall convey Tax Parcels 15-2 and 15-168, excluding all City and/or RDA parcels or right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of One Dollar ($1.00), and shall provide an owner's policy of title insurance at the time of conveyance.

    b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (**EXHIBIT C**), which shall include the creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet to the east from the ordinary high water mark of the Fox River shoreline from the Mason Street public right-of way southward to the Cass Street public right-of-way, which shall be reserved for public use and access.

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

2. Project Grant. The City shall provide ~~one hundred and fifty thousand dollars ($150,000.00)~~ One Hundred Eighty-Six Thousand Five Hundred Dollars ($186,500) of TIF Incentive as a Project Grant for purposes of reimbursing the cost of construction of a multi-model asphalt path (Fox River Trail) as described in Section III. A. 3.. Developer ~~shall provide~~has provided the RDA with written evidence that Developer has incurred ~~any such~~ related Qualified

Expenditures.~~ and w~~Within thirty (30) days of ~~receipt of such aforementioned evidence~~the recording of the CSM with the land transfers described in the previous section, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditure.

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

   a) Developer shall be responsible to incur and pay all of the upfront costs of Phase II 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 Phase II of 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 the TID was created. 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 Available TIF Increment to the Developer.

   e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2022~~1~~, the TIF Increment would be determined as of January 1, 202~~2~~3 and the PAYGo reimbursement would first be payable in 202~~3~~4.

4. Qualified Expenditures. The TIF Incentive shall only fund, in the following priority:

   a) Public Improvements, as defined in Section II. M., construction of a multi-model asphalt path (Fox River Trail) as described in Section III. A. 3., environmental remediation, and asbestos abatement as required by State and Federal law and any and all engineering, architectural, design and other "soft" costs related to such Public Improvements incurred by Developer; then

   b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C, any improvements of the soil or subsoil required due to substandard soil and subsoil conditions or quality and any and all engineering, architectural, design and other "soft" costs related to such Private Improvements; then

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

5. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder,

or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall be 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, exclusive of the Property Transfer as defined in Section V. B. I., and exclusive of the Project Grant in Section V. B. 2., in excess of the lesser of Four Million Dollars ($4,000,000.00) or 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 31st, TIF Incentive payments shall be made on or before September 1st 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.

VI. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to commencement of construction, 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. The Concept Plan shall clearly identify:

1. The new boundaries of the Property as described in Section V. B. 1.; and

2. The location of the multi-modal, asphalt path (relocated Fox River Trail) within the new waterfront right-of-way and/or City and/or RDA-owned parcel; and

3. Any improvements that could impact vehicular, pedestrian, and/or bicycle movement and/or access on the Mason Street public right-of-way to the north of the Property; and

4. Any improvements that could impact vehicular, pedestrian, and/or bicycle movement and/or access on the Cass Street public right-of-way to the south of the Property.

B. Construction Documents. Prior to commencement of construction, 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. Descriptions and photographic examples of public art in accordance with the requirement in Section VI. C. 2.

6. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to commencement of construction of Phase II, 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 ~~Thirteen~~ Thirty Million Dollars ($~~13,~~30,000,000.00) in "hard" construction costs for the entire Project; and

2. A line item of not less than one percent (1%) of "hard" construction costs dedicated towards public art on the Property or adjacent to the Property; in no event shall the amount to be dedicated toward public art be required to exceed ~~One~~ Three Hundred ~~Sixty~~ Thousand Dollars ($~~160~~300,000.00) and

3. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; 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.

3. Developer shall have obtained the approval of the City and RDA, as necessary, of any re-zoning of the Property necessary to permit the Developer's contemplated use of the Property.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than commencement of construction of Phase II, proof of equity in the form of the value of the Property, less any mortgages thereon, in an amount sufficient to obtain financing for all Project costs as required by the Department of Housing and Urban Development or any other similar governmental loan programs or agency, or any other private financing required to complete the project. 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 commencement of construction, 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 commencement of construction, 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 before transfer to the City. All property shall be properly transferred and documented on a recorded CSM prior to construction of Phase II.

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. All easements shall be included and documented on a recorded CSM prior to construction of Phase II.
~~I.~~

J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.

K. Improvement of Property. Developer shall promptly design and complete the Project.

1. Substantial work ~~on Phase I and Phase II, respectively,~~ shall commence by the following deadlines, whichever is later:

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a) ~~(1) w~~Phase I has been substantially completed except for completion of the land transfer and the CSM. Phase I shall be fully completed ~~ithin one hundred twenty (120) days of the execution of this Agreement by both parties (with respect to Phase I) and~~ by December 1, 2022 (~~with respect to Phase II)~~ or;

~~K.~~b) ~~(2)~~ Phase II shall begin ~~with respect to the applicable phase~~ within ninety (90) days after the last to occur of (i) approval by the City and RDA of the Preliminary Concept Plan, (ii) approval by RDA of the Development Budget and Development Plans, and/or (iii) issuance of a building permit and all other permits or licenses required to commence construction. In the event Developer elects to proceed with Phase II, construction of all new structures shall be completed no later than July 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

~~1. Phase I shall be completed no later than one (1) year after execution of this Agreement by all parties or December 1, 2020, whichever comes later.~~

~~2. In the event Developer elects to proceed with Phase II, construction of all new structures shall be completed no later than July 1, 2024. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.~~

2. Developer shall maintain the site in compliance with the City's stormwater and erosion control ordinances at all times until the completion of Phase II.

L. 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.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

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

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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 Phase I, 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:

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.

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

   a) Any breach by Developer of the terms of this Agreement;

   b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

   c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

VII. 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 Developer, 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.

VIII. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The Property is included within Tax Increment District (TID) Five (5), East and West Downtown. Upon the completion of Phase I of the Project, the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (the "TID"), which shall be in effect and in good standing certified by the Wisconsin Department of Revenue effective January 1 of such year that Phase I is completed.

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.

IX. 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; provided, however, to the extent Developer proceeds with Phase II, the Property will need to be rezoned to permit Developer's contemplated use of the Property.

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.

X. 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.

XI. TERMINATION

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

1. Termination by Developer after completion of Phase I, as set forth above;
2. All Qualified Expenditures have been repaid in full by Tax Increment;
3. The City closes and terminates the TID;
4. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
5. This Agreement is terminated because of an Event of Default;
6. The parties agree in writing to terminate this Agreement.

B. TIF Payments Termination. Unless earlier terminated, TIF payments shall terminate at the time the City closes and terminates the TID.

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

XII. 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 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:	Miller Land Investments, LLC Attention: Dean R. Miller 1618 Hidden Falls Court De Pere, WI 54115

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

J. <u>Governing Law</u>. The laws of the State of Wisconsin shall govern this Agreement.

K. <u>Captions</u>. 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. <u>Execution in Counterparts</u>. 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. <u>Severability</u>. 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. <u>Recording of Agreement</u>. 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. <u>Priority Over Subsequent Liens</u>. 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 Phase I of the Project. Except for any mortgage or assignment related to the financing of Phase I and/or Phase II recorded after the recording of this Development Agreement (or Memorandum thereof), this Development Agreement shall have precedence and shall take priority over any other 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). City agrees to subordinate this Development Agreement to any such mortgage or assignment related to the financing of Phase I and/or Phase II which is recorded after this Development Agreement (or Memorandum thereof) is recorded.

P. <u>No Construction Against Drafter</u>. 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 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:
MILLER LAND INVESTMENTS, LLC

By: ______________________________________

____
Dean R. Miller, Authorized Signatory

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of ____________ ~~2019~~2022, the above named ________________ , an Authorized Signatoryof MILLER LAND INVESTMENTS, 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 MILLER LAND INVESTMENTS, 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~~2022, 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 MILLER LAND INVESTMENTS, 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, the above named _______________________ and _______________________, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____
*____
Notary Public, _________________ County, Wisconsin
My Commission Expires __________________________

EXHIBIT A
Property Map

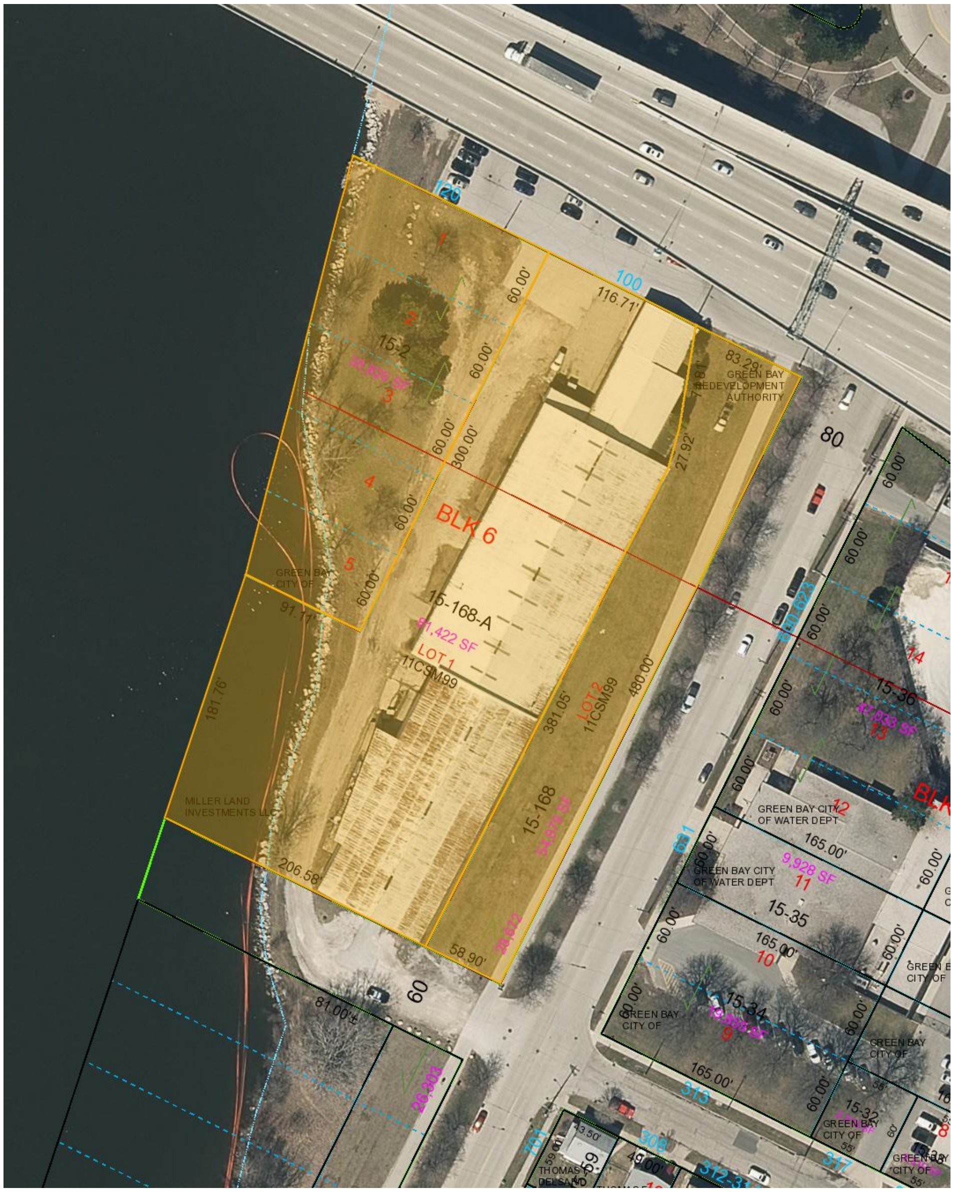


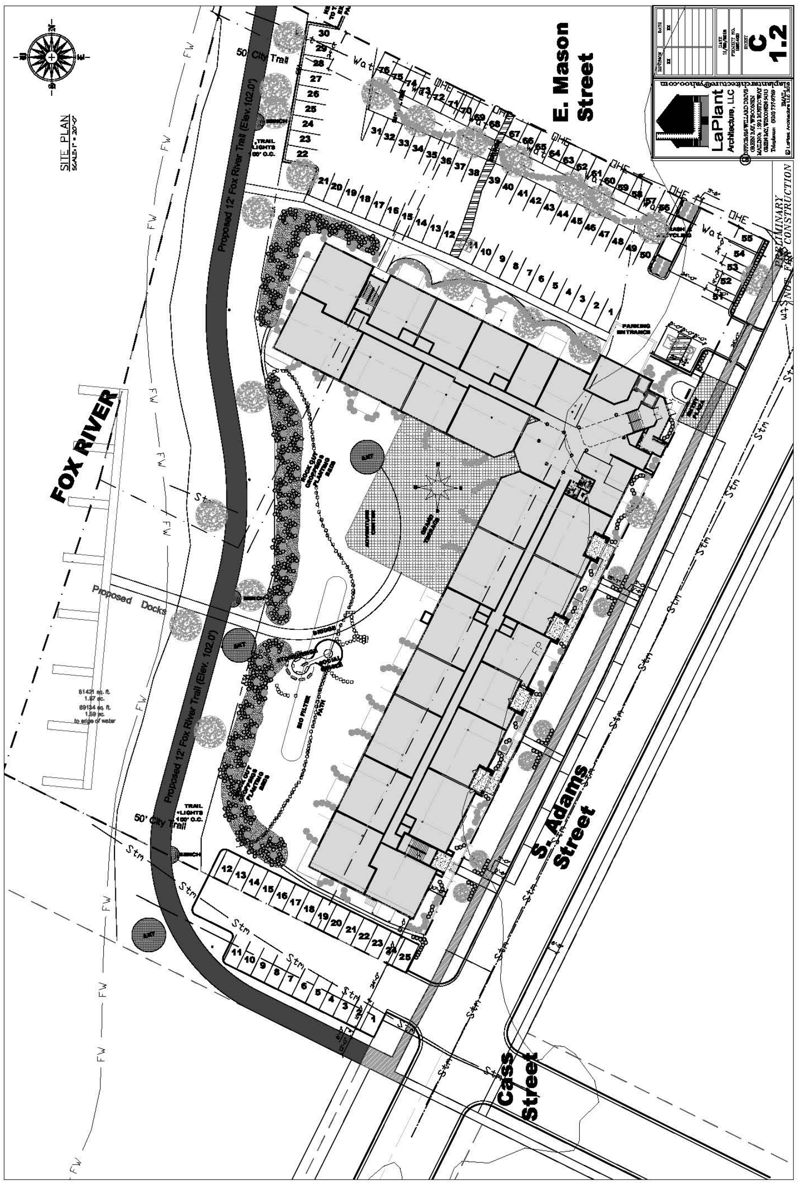
EXHIBIT B
Legal Description

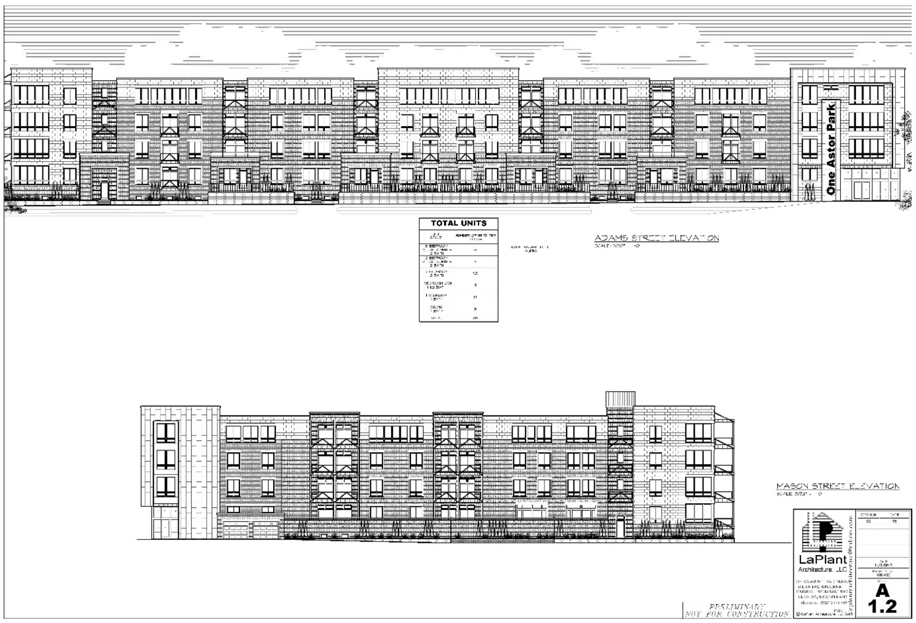
Tax Parcel Number 15-2
That part of Lots 1 through 5, Block 6, Plat of Astor, City of Green Bay, Brown County Wisconsin lying westerly of Lot 1, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor).

Part of Tax Parcel Number 15-168
Lot 2, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor), City of Green Bay, Brown County Wisconsin.

Tax Parcel Number 15-168-A
Lot 1, Certified Survey Map Number 2379, recorded in Volume 11 of Certified Survey Maps, Page 99, as Document Number 976872 (being part of Lots 1 through 8, Block 6, Plat of Astor), City of Green Bay, Brown County Wisconsin.

EXHIBIT C
Preliminary Concept Plan




One Astor Park
TOTAL UNITS
ADAMS STREET ELEVATION
MASON STREET ELEVATION
LaPlant
Architecture, LLC
PRELIMINARY
NOT FOR CONSTRUCTION
A
1.2


RIVERFRONT ELEVATION
SOUTH ELEVATION
LaPlant
Architecture, LLC
PRELIMINARY
NOT FOR CONSTRUCTION
A
1.4

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 8, 2022	Neil Stechschulte, Director

AGENDA ITEM # E.9

Consideration with possible action on a development agreement for tax increment finance assistance for the redevelopment of the property at 216-222 Cherry Street (Parcel 12-114).

BACKGROUND

General Terms and Conditions for this request were presented to the RDA at the November 18, 2021 meeting. The agreement is currently based on adding at least three stories and at least 39 market rate apartment units at a minimum new valuation of $5 million above the base value.

The project is scheduled to be completed before the end of 2023. Plans for a skywalk connection to the Cherry Street Parking ramp and a lease for parking stalls during evening and weekend hours will need to be coordinated with the Department of Public Works as part of the overall project schedule.

The Developer has requested 80% of the increment. Staff recommends 70% of the increment go to the developer during the years of 2026 to 2041. 20% will go towards public improvements in the TID and 10% will be retained for administrative costs. The projected total increment is approximately $1.8 million. Total TID assistance to the developer is projected to be around $1.29 million.

Staff has forwarded the draft agreement to the City Attorney for review, as well as to the Developer and will share any suggested edits with the RDA at the meeting.

RECOMMENDATION

Approval of the development agreement as presented subject to final review and approval by the City Attorney, and forwarding to the City Council for their consideration.

FISCAL IMPACT

TIF request is pay as you go, and will require the creation of a new TIF district.

ATTACHMENTS

1. 222 Cherry Street Development Agreement RDA Draft
2. RDA Information 2022.03

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT ~~21-07~~22 - ____

216 - 222 CHERRY STREET REDEVELOPMENT

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

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

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

and [INSERT DEVELOPER NAME HERE], a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
12-114	216-222 Cherry St.	0.364	775,600

B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately zero and three hundred sixty-four thousandths (0.364) 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 following:

Adding at least three (3) stories (maximum five stories) with at least 39 (maximum 65) market rate multi-family apartment units to the existing 10,000 s.f single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project.

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

D. As of January 1, 2022~~2021~~, the Property has an aggregate assessed value of ~~zero dollars (0.00),~~Seven Hundred Seventy-Five Six Hundred Dollars which based on the assessed tax rates in effect as of January 1, ~~2021~~2022, the Property yields approximately:

1. Twenty-Thousand and Ten dollars ($20,010.48) in total gross real estate taxes annually (assessed mill rate of $~~24.62~~25.80);

2. Twenty-Thousand and Ten dollars ($20,010.48) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $~~24.62~~25.80); and

3. Seven Thousand Nine Hundred Four Dollars ($7,904..05) in real estate taxes to the City of Green Bay annually (assessed mill rate of $~~9.72~~10.19).

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

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately Six Million Dollars ($6,000,000) ~~Twenty-Two Million dollars ($22,000,000.00)~~, which is anticipated to yield approximately:

   1. One Hundred Fifty-Four Thousand Eight Hundred Dollars ($154,800) in total gross real estate taxes annually (assessed mill rate of $~~24.62~~25.80);

   2. One Hundred Fifty-Four Thousand Eight Hundred Dollars ($154,800) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $~~24.62~~25.80); and

   3. Sixty-One Thousand One Hundred Forty-Five Dollars ($61,145.32) in real estate taxes to the City of Green Bay annually (assessed mill rate of $~~9.72~~10.19).

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

F. The RDA and the City will ask the Joint Review Board (JRB) to create a new ~~conservation and rehabilitation or blight~~ Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

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

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

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

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 determined as of 1/1/2022.

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

F. "Concept Plan" means the plan for the Project.

G. "Developer" means ~~200 N. Monroe PropCo, LLC~~[INSERT DEVELOPER NAME HERE], or any assignee of the same.

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

    1. Exhibit A – Map of the Property

    2. Exhibit B – Legal Description of the Property

    3. Exhibit C – Preliminary Concept Plan

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

J. "Plans and Specifications" means the plans and specifications developed for the Project.

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

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

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

N. "Public 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.

O. "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.

P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.

Q. "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.

R. "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.

S. "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.

T. "TID" means the future Tax Increment District to be created in 2022 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a ~~new conservation and rehabilitation or blight~~ Tax Increment District (the 'TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

U. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

V. "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:

a) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), including any easements or other dedications required to accommodate the proposed skywalk connection to the Cherry Street Parking Ramp.

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

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) The Developer guarantees that the Property shall have a minimum aggregate assessed value of Six Million Dollars ($6,000,000) on or before January 1, ~~2023~~2025.

b) 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.

c) 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.

d) 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.

e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the guaranteed value of Six Million Dollars ($6,000,000). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

(I) Provided the aggregate assessed Property value meets or exceeds Six Million Dollars. on or before January 1, 2025~~2023~~, the City shall make available seventy-five percent (70%) of the ~~remaining~~ annual TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to to public infrastructure, public improvements, or other eligible costs within the TID.

(II) The City shall utilize twenty percent (20%) of the annual TIF increment for public infrastructure and improvements within the new TID until all Qualified Expenditures have been repaid or the incentive period expires.

~~(I)~~(III) The City shall utilize ten percent (10%) of the annual TIF increment to cover administrative costs incurred by the TID through the full life of the TID.

f) 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, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

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

a) Public Improvements, if applicable, 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

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

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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) 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.

5. Maximum Life of the TID. Payments shall not be made beyond the maximum life of the proposed TID, which is anticipated to be 20 years.

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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 May 1, 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 this agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property
2. The approximate location of any proposed structures and/or projects to be built on the Property
3. A preliminary rendering or other illustration of scale of proposed structures and buildings

B. Construction Documents. Prior to August 1, 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 actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
~~4.~~5. Plans and specifications for any skywalk connection to the Cherry Street Parking Ramp, including the proposed method and timing of construction which shall subject to the approval of the Department of Public Works and the RDA.
~~5.~~6. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to August 1, 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 ~~twenty-four million dollars ($~~Eight Million Dollars ($8,000,000)) in "hard" construction costs for the entire Project; and

2. A line item of not less than five percent (5%) of total Project 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. specifically including:

   ~~a) Environmental clean-up costs required by the Wisconsin Department of Natural Resources or the U.S. Environmental Protection Agency, the City of Green Bay or other clean-up costs approved by the RDA.~~

~~b) Excessive site grading costs beyond normal site preparation costs.~~

~~c)~~a) Utility relocation costs.

~~d)~~b) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.

~~e)~~c) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.

~~f)~~d) Enhanced landscaping beyond basic code requirements as approved by the RDA.

~~g)~~e) Structured parking costs allowing for better building design and improving the overall function of the site including a "skywalk" connection to the Cherry Street Parking Ramp.

~~h)~~f) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.

~~i)~~g) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.

~~j)~~h) Site improvements related to providing access to public transit or alternative transportation options.

~~k)~~i) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

j) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.

~~l)~~ 5. A negotiated and approved lease for use of parking stalls after normal business hours in the Cherry Street Ramp with the Department of Public Works.

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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.

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

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than August 1, 2022, 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 August 1, 2022, 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 August 1, 2022, 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 1, 2022. Construction shall be completed no later than March 1, 2024. 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.

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.

3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City and/or RDA the exclusive right, for a period not to exceed ninety (90) days, to purchase an undeveloped or underdeveloped portion of the Property. The purchase price shall be equivalent to the Assessed Value of the land, as determined by the City Assessor. This Right of First Refusal shall run with the land, and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds Six Million Dollars ($6,000,000).

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; 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.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

a) Any breach by Developer of the terms of this Agreement;

b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or

RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

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 RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and 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 RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and 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.

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

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; or

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

B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044.

C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., 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.

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X. MISCELLANEOUS PROVISIONS

A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City 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.

C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.

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

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

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to January 31, 2022 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

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

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or

3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or

4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
Attn: City Clerk

100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferies@greenbaywi.gov
facsimile: 920-448-3010

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: neil.stechschulte@greenbayi.gov
facsimile: 920-448-3426

To the Developer: ~~200 N Monroe PropCo LLC~~[INSERT DEVELOPER HERE]
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]
e-mail: [INSERT DEVELOPER EMAIL HERE]
Phone: [INSERT DEVELOER PHONE HERE]

with a copy to: [INSERT DEVELOPER COUNSEL HERE]
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]

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

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

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

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

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

O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 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:
[INSERT DEVELOPER HERE]

By: ____

____
[INSERT DEVELOPER NAME AND TITLE HERE]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2021, the above named __________________________ , a member of [INSERT DEVELOPER HERE], 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 DEVELOPER NAME

THE CITY OF GREEN BAY

By: ____
Eric Genrich, Mayor

By: ____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

Signature page 3 of 3

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

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________________
Gary J. Delveaux, Chair

Attest: ______________________________________
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 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

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EXHIBIT B
Legal Description

15,892 SQ FT PLAT OF NAVARINO LOT 49 & N 1/2 OF LOT 50

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EXHIBIT C
Preliminary Concept Plan

Design inspiration for the building

Size rendering of the building

March 1, 2022

Mr. Neil Stechschulte
Development Director
Community & Economic Development Department
City of Green Bay

RE: 222 Cherry Street Development

Dear Mr. Stechschulte:

I offer this letter as an update on our progress as it relates to the development of 222 Cherry Street and the City's TIF assistance.

Proposed Development:

- We plan to add three to five stories of market rate residential apartment units to the property at 222 Cherry Street. This will result in a building between four to six stories in height. The final height and number of floors will be determined by the engineering work nearing completion.
- The development will have between 39 - 65 residential units, depending on the number of floors.
- The property will include approximately 10,000 square feet of commercial space on the first floor.
- The building will connect to the Cherry Street parking ramp via sky walk to provide parking for residents and tenants.
- We will enter into a parking lease with the City of Green Bay for stalls in the Cherry Street parking ramp.
- See the attached updated renderings for additional information.

Updates from prior RDA Meeting:

- Engineering and architectural work continues to move forward. We have received positive feedback from the process thus far, which indicates we will be able to build higher and denser.
- We added three-bedroom units to the residential plan based on feedback from the RDA in our prior presentation.
- The updated project cost is $8MM - $13.4MM, from $7.5MM - $12MM.

Other details:

- Final determination of floor count will be complete by April 15.
- We have schedule construction to start in July/August 2022.
- We anticipate project completion by February/March 2024.

Request:
The addition of three-bedroom units coupled with higher construction costs have impacted the economic projections of the property. As a result, we are requesting 80% TIF assistance for the project.

We believe this development will provide much needed residential units in downtown Green Bay, provide additional business for downtown businesses, and provide the City with additional tax revenue and parking income.

Thank you for your continued support for this project.

Sincerely,

Kip Golden
CR Structures

Size rendering of the building

Design inspiration for the building

City of Green Bay RDA
Check Register
February 28, 2022

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21567	02/15/2022	CITY OF GREEN BAY	6,199.11
21568	02/15/2022	DS2 HOSPITALITY & MANAGEMENT LLC	7,065.08
21569	02/15/2022	LEGAL ACTION OF WISCONSIN, INC.	22,777.10
21570	02/15/2022	NEIGHBOR-WORKS GREEN BAY	20,859.00
21571	02/15/2022	WISCONSIN PUBLIC SERVICE CORPORATION	175.64
			$ 57,075.93

Redevelopment Authority
Financial Report
CDBG
02/28/2022

CDBG Entitlement Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Public Works Improvements	-	14,471.86	-	-	-	14,471.86
Fair Housing	-	29,695.00	-	9,695.00		20,000.00
Public Services	-	156,243.67	-	10,106.58		146,137.09
CDBG Eligible Areas HILP Program	-	89,973.00	-	20,859.00	-	69,114.00
CDBG Eligible Areas Public Facilieities and Infrastructure	-	407,736.98	11,422.74	-	-	419,159.72
CDBG Eligible Areas-Beautificatio/Art	-	87,054.77	-	-	-	87,054.77
Economic Development	-	438,819.12	36,200.67			475,019.79
ED Façade & Demo Loans	-	134,123.12		7,065.08		127,058.04
Administration	-	169,086.79	-	35,818.50		133,268.29
	$ -	**$ 1,527,204.31**	**$ 47,623.41**	**$ 83,544.16**	**$ -**	**$ 1,491,283.56**

CARES CDBG-CV Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	16,270.14	-	4,358.26	-	11,911.88
Businesss Improvement Districts	-	29,750.00	-	-	-	29,750.00
Homlessness Assistance Programs	-	70,276.51	-	-	-	70,276.51
Economic Development Business Relief	-	16,500.00	-	10,000.00	-	6,500.00
Essential Frontline Employyee Relief Program	-	44,391.65	-	-	-	44,391.65
Rental/Mortgage Assistance Program LMI	-	155,518.06	-	54,174.87	-	101,343.19
Urgent Need-Business Relief and Rental.Mortgage	-	50,000.00	-	5,000.00	-	45,000.00
	$ -	**$ 382,706.36**	**$ -**	**$ 73,533.13**	**$ -**	**$ 309,173.23**

Redevelopment Authority
Financial Report
HOME
02/28/2022

	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	657,323.60	72,526.05	-	14,399.00	715,450.65
CHDO Projects	-	201,000.00	-	-	-	201,000.00
Downpayment Closing Cost Assistance	-	53,500.00	-	-	-	53,500.00
Housing Development Projects	-	758,943.03	-	-	-	758,943.03
Administration	-	88,234.97	8,058.45	4,503.48		91,789.94
HOME-ARP Admin	-	97,410.80	-	-	-	97,410.80
	$ -	**$ 1,856,412.40**	**$ 80,584.50**	**$ 4,503.48**	**$ 14,399.00**	**$ 1,918,094.42**