



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, MAY 10, 2022, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Randy Scannell, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and vacancy.
Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

B. Approval of the Agenda.

1. Approval of the agenda for the May 10, 2022, meeting of the Redevelopment Authority.

C. Approval of Minutes.

1. Approval of the minutes from the April 12, 2022, meeting of the Redevelopment Authority.

D. Regular Business.

1. Consideration with possible action to approve an amendment to extend the development agreement with Giveadaam Ventures for the property located at 320 S. Webster Avenue (Parcel 14-750) from May 31, 2022 to July 31, 2022.
2. Consideration with possible action to approve a nine-month planning option for the property located at 1162 Day Street (Parcel 7-62) and 1164 Day Street (Parcel 7-63) to Neighborworks Green Bay for the development of a single-family, owner-occupied house on each parcel.
3. Consideration with possible action to approve a development agreement for the purpose of building a single-family, owner-occupied, market-rate home on the vacant lot located at 421 4th Street (Parcel 2-181).
4. Consideration with possible action to approve a 60-day planning option for the development of single-family, owner-occupied, affordable housing located at 1308 E. Walnut Street (Parcel 14-244).

5. Consideration with possible action to extend the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street to May 31, 2022.
6. Consideration with possible action to approve a contract with Honeywell International to replace the RTU controllers at the KICC for \$98,700.00.
7. Consideration with possible action to purchase 720 Doty Street (Parcel 14-456) using TIDAH funds for the purpose of developing single-family, owner-occupied, affordable housing.
8. Consideration with possible action on a development agreement for financial assistance for a redevelopment project located at 216-222 Cherry Street.
9. Consideration with possible action on a term sheet with Impact Seven for the redevelopment of 420 S. Broadway.
10. Consideration with possible action on an amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

E. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: June 14, 2022 at 1:30 PM

F. Adjournment.

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



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

MEETING DATE

May 10, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # D.1

Consideration with possible action to approve an amendment to extend the development agreement with Giveadaam Ventures for the property located at 320 S. Webster Avenue (Parcel 14-750) from May 31, 2022 to July 31, 2022.

BACKGROUND

The Redevelopment Authority entered into a one (1) year development agreement with Giveadaam Ventures, LLC on July 17, 2020 for the property located at 320 S. Webster Avenue, Parcel 14-750. An extension to this development agreement was approved in November 2021 to expire May 31, 2022.

The contractor hired by the developer passed away on December 21, 2021, therefore stalling any and all activity on this site. Since then, his son and daughter have taken over the business and have made great progress, but the building is not yet completed. While all the framing, foundation, windows, and doors are complete, there are still other exterior and interior finishes to complete.

Staff has reviewed the progress made for work completed. Based on the contractor's untimely death and the delay in building, staff is recommending an extension of the development agreement with the developer completing construction and obtaining an occupancy permit no later than July 31, 2022.

RECOMMENDATION

To approve the extension of the development agreement with Giveadaam Ventures, LLC to complete work at 320 S. Webster Avenue by July 31, 2022.

FISCAL IMPACT

ATTACHMENTS

1. Request for extension #2
2. Progress Photos

Ronda Bitney

From: Marissa Michalkiewicz <marissa.mich@giveadaamventures.com>
Sent: Saturday, April 16, 2022 9:04 AM
To: Ronda Bitney
Cc: Sheri Worth; Clyde Manor
Subject: Development Agreement Extension for 320 S Webster Ave

Morning Ronda,

Below is the write-up for our request for another Development Agreement extension until July 31, 2022.

To Whom It May Concern,

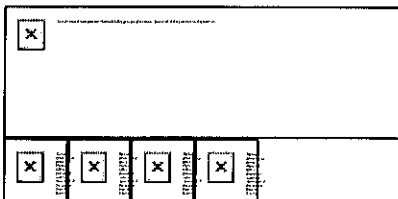
My project at 320 S Webster Ave has not been a beacon of good luck as far as construction timelines are concerned. Sadly, on December 20, 2021, my General Contractor, Bart Rynish, unexpectedly passed away. Fortunately, Bart's Son and Daughter took over his projects and we have been working together to reach the finish line.

Due to the most recent hurdles we have experienced, I am requesting another extension to our Development Agreement to July 31, 2022 upon request of my General Contractor. Our current project status is awaiting for the insulation phase to commence and we are anticipating smoother timelines following this project benchmark.

We are appreciative of your understanding and support of our project.

Also Ronda, did you hear anything back about the whole carport vs. garage (vs. nothing at all) dilemma?

Marissa Michalkiewicz (she/her)
Initiator of Giveadaam Ventures, LLC
(920) 277-7854 | marissa.mich@giveadaamventures.com
giveadaamventures.com







Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 10, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # D.2

Consideration with possible action to approve a nine-month planning option for the property located at 1162 Day Street (Parcel 7-62) and 1164 Day Street (Parcel 7-63) to Neighborworks Green Bay for the development of a single-family, owner-occupied house on each parcel.

BACKGROUND

The vacant lots located at 1162 and 1164 Day Street (Parcels 7-62 and 7-63) were purchased in 2013 using CDBG funds for the purpose of blight elimination and with the expectation of building a single-family, owner-occupied house on each lot.

Staff recently received a proposal from Neighborworks Green Bay for the development of these parcels for the 2023-2024 school year Bridges Construction Student Build Program. Neighborworks is requesting the donation of these two parcels to develop two single-family, owner-occupied, affordable housing homes. They do not anticipate any additional subsidy requests from the RDA.

Both lots are currently located in the floodplain. However, FEMA is proposing modification to the Flood Insurance Rate Map, which is expected to release these two lots from the floodplain. FEMA is expected to begin a comment period in mid-June with changes effective mid-December. Neighborworks is requesting a nine-month planning option to ensure that these properties are removed from the current floodplain during that period of time.

Staff has reviewed the proposal and is recommending a nine-month planning option to Neighborworks for the purpose of ensuring these parcels are removed from the current floodplain for future development.

RECOMMENDATION

To approve a nine-month planning option to Neighborworks Green Bay for the development of two single-family, owner-occupied, affordable housing homes for the Bridges Construction Student Build Program.

FISCAL IMPACT**ATTACHMENTS**

- I. Neighborworks-1162 & 1164 Day Street



437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078

TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

April 25, 2022

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

Re: 2023 Bridges Program New Construction Sites

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay together with Green Bay Area Public Schools is seeking two sites for the 2023-2024 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 two lots.

Our request is for planning options on 1162 Day Street (7-62) and 1164 Day Street (7-63). Both lots are currently in the floodplain. However, FEMA is proposing modifications to the FIRM (Flood Insurance Rate Map) which is expected to remove these two lots from the flood plain. FEMA is expected to start a six-month comment period on the proposed FIRM changes in mid-June of this year making the changes effective in mid-December. Accordingly, our request is for a planning option until the end of January, 2023 anticipating presentation of our proposal at the January RDA meeting.

While the exact subsidy package has not been finalized, we are seeking non-governmental sources of funding and do not anticipate additional subsidy requests from the Authority beyond the requested lots.

Thank you for your consideration.

Jerry Tyrrell

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





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

MEETING DATE

May 10, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # D.3

Consideration with possible action to approve a development agreement for the purpose of building a single-family, owner-occupied, market-rate home on the vacant lot located at 421 4th Street (Parcel 2-181).

BACKGROUND

The vacant lot located at 421 4th Street was purchased in May 2015 with the use of Neighborhood Enhancement Funds for the purpose of developing a single-family, owner-occupied home.

Staff has received a proposal from NeighborWorks Green Bay for single-family, owner-occupied, market-rate development to be constructed for the school year 2022-2023 by the Bridges Construction Student Build Program. In the past, this program has been so successful that the expected enrollment requires two builds for the next two school years. NeighborWorks is requesting the lot be deeded at no cost and is not asking for any additional funding. Once completed, the home will be sold for market rate.

Staff has reviewed the proposal and is recommending we award the development agreement for a single-family, owner-occupied, market-rate home to be built beginning August 2022, with a January 2023 completion date.

RECOMMENDATION

To approve a development agreement with NeighborWorks Green Bay for the development of single-family, owner-occupied, market-rate housing at 421 4th Street.

FISCAL IMPACT

ATTACHMENTS

- I. Neighborworks-421 4th Street

May 4, 2022

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

Re: 2022 Bridges Program New Construction Sites

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay together with Green Bay Area Public Schools is seeking sites for the 2022-2023 school year Bridges Construction student build program. In prior years, the program has been limited to one new home per school year. The popularity of the program and expected enrollment has increased to the level where two new home builds per year are being planned starting this Fall. 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 two lots.

For the upcoming school year, we are requesting 421 4th Street (2-181) for the first site as a market rate project. We are seeking non-governmental sources of funding and do not anticipate additional subsidy requests beyond the requested lot.

For the second site, we are requesting a 60-day planning option on 1308 E. Walnut. During the 60-day planning period, we will perform detailed cost analysis and develop a proposal for the subsidy package that will be necessary to make this project economically viable as affordable housing. This site would be outstanding for the Bridges program due to the proximity to Green Bay East High School and from the added visibility of a corner lot.

The proposed design for both projects is The Lark from The City's pre-approved plan book. Construction would begin in August, 2022.

Thank you for your consideration.

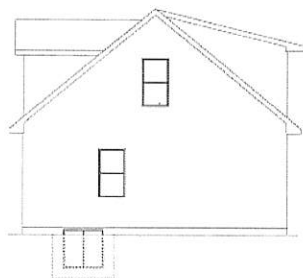
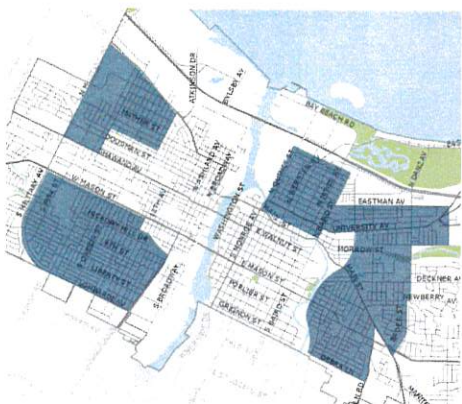
Jerry Tyrrell

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

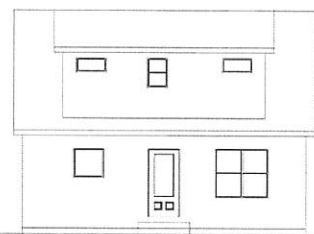
LARK

TWO (2) STORIES
THREE (3) BEDROOMS
SQUARE FOOTAGE:1,274 SF
FIRST FLOOR: 733 SF
SECOND FLOOR: 541 SF

Lark is a quaint home, familiar to many established Green Bay neighborhoods. This design complements the character of those neighborhood blocks.



RIGHT ELEVATION

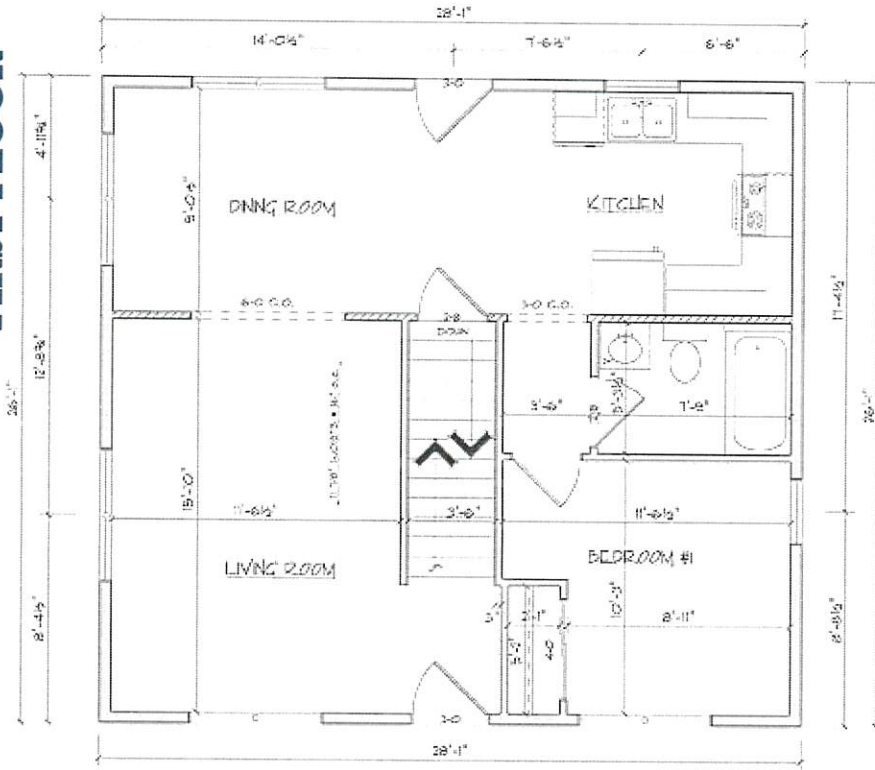


REAR ELEVATION

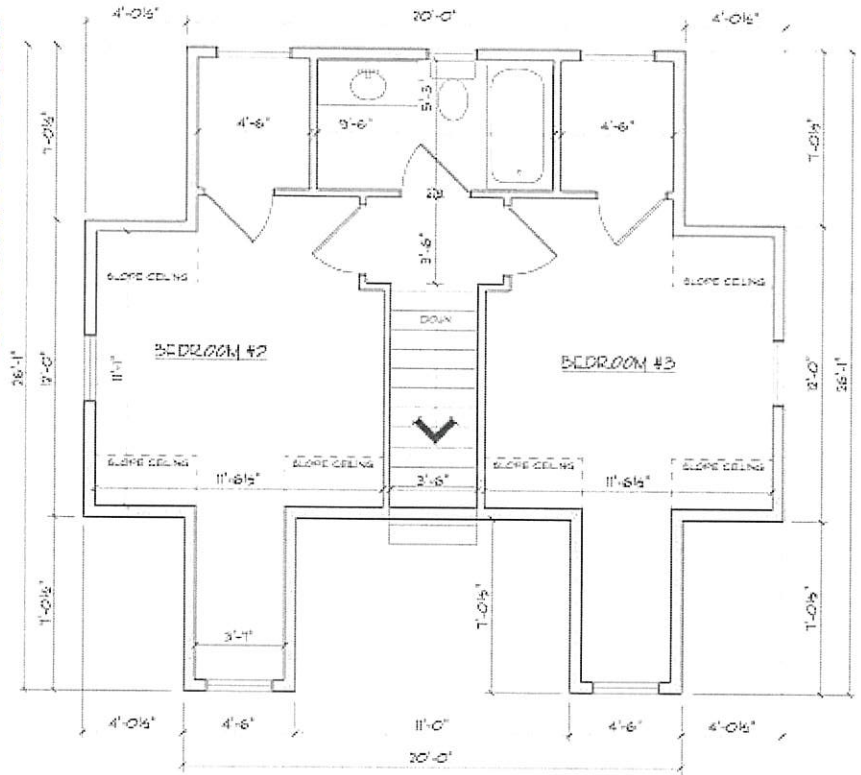


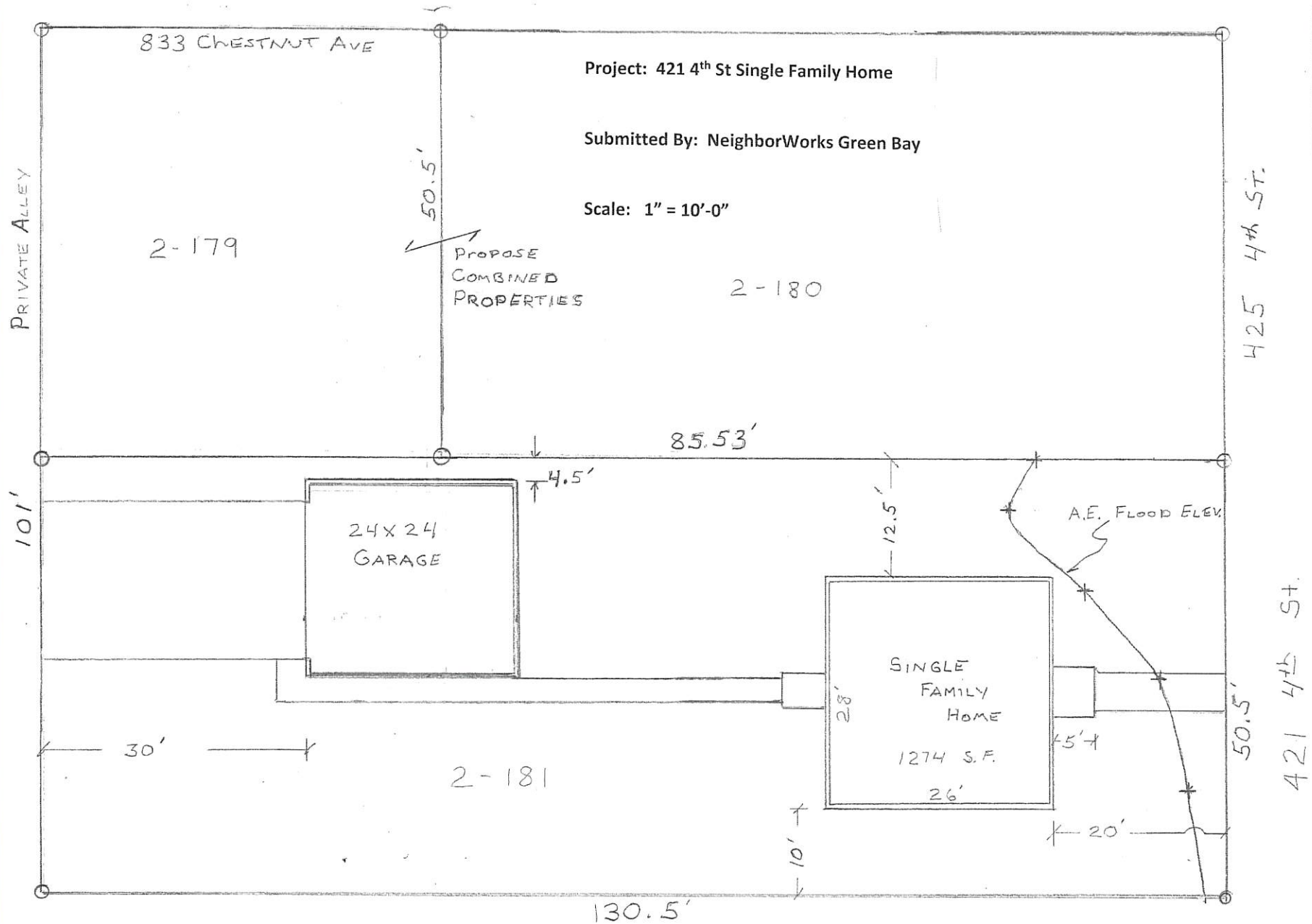
LEFT ELEVATION

FIRST FLOOR



SECOND FLOOR







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

MEETING DATE

May 10, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # D.4

Consideration with possible action to approve a 60-day planning option for the development of single-family, owner-occupied, affordable housing located at 1308 E. Walnut Street (Parcel 14-244).

BACKGROUND

The vacant land located at 1308 E. Walnut Street was purchased in September 2015 with the help of federal funds for the purpose of developing a single-family, owner-occupied, affordable house.

Staff recently received a proposal from Neighborworks Green Bay for a single-family, owner-occupied, affordable housing development for their 2022-2023 school year Bridges Construction Student Build Program. Neighborworks is requesting a 60-day planning option to create a detailed cost analysis and development plan in order to make this project viable for affordable housing. As part of that plan, they are also requesting the donation of this parcel as they do not anticipate any additional subsidy request from the RDA.

Staff has reviewed the current proposal and is recommending approval of the 60-day planning option to create detailed cost analysis and a development plan for single-family, owner-occupied, affordable housing.

RECOMMENDATION

To approve a 60-day planning option to Neighborworks Green Bay for the development of single-family, owner-occupied housing to be sold based on affordable housing guidelines.

FISCAL IMPACT

ATTACHMENTS

- I. Neighborworks-1308 E Walnut



437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078

TOGETHER WE'RE BUILDING A BETTER GREEN BAY

May 4, 2022

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

Re: 2022 Bridges Program New Construction Sites

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay together with Green Bay Area Public Schools is seeking sites for the 2022-2023 school year Bridges Construction student build program. In prior years, the program has been limited to one new home per school year. The popularity of the program and expected enrollment has increased to the level where two new home builds per year are being planned starting this Fall. 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 two lots.

For the upcoming school year, we are requesting 421 4th Street (2-181) for the first site as a market rate project. We are seeking non-governmental sources of funding and do not anticipate additional subsidy requests beyond the requested lot.

For the second site, we are requesting a 60-day planning option on 1308 E. Walnut. During the 60-day planning period, we will perform detailed cost analysis and develop a proposal for the subsidy package that will be necessary to make this project economically viable as affordable housing. This site would be outstanding for the Bridges program due to the proximity to Green Bay East High School and from the added visibility of a corner lot.

The proposed design for both projects is The Lark from The City's pre-approved plan book. Construction would begin in August, 2022.

Thank you for your consideration.

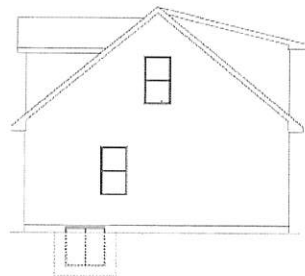
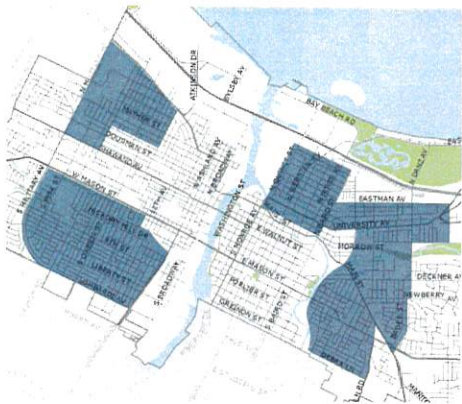
Jerry Tyrrell

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

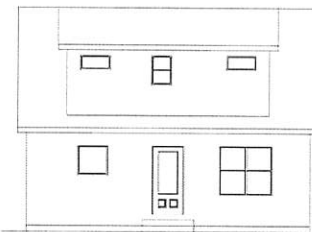
LARK

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RIGHT ELEVATION

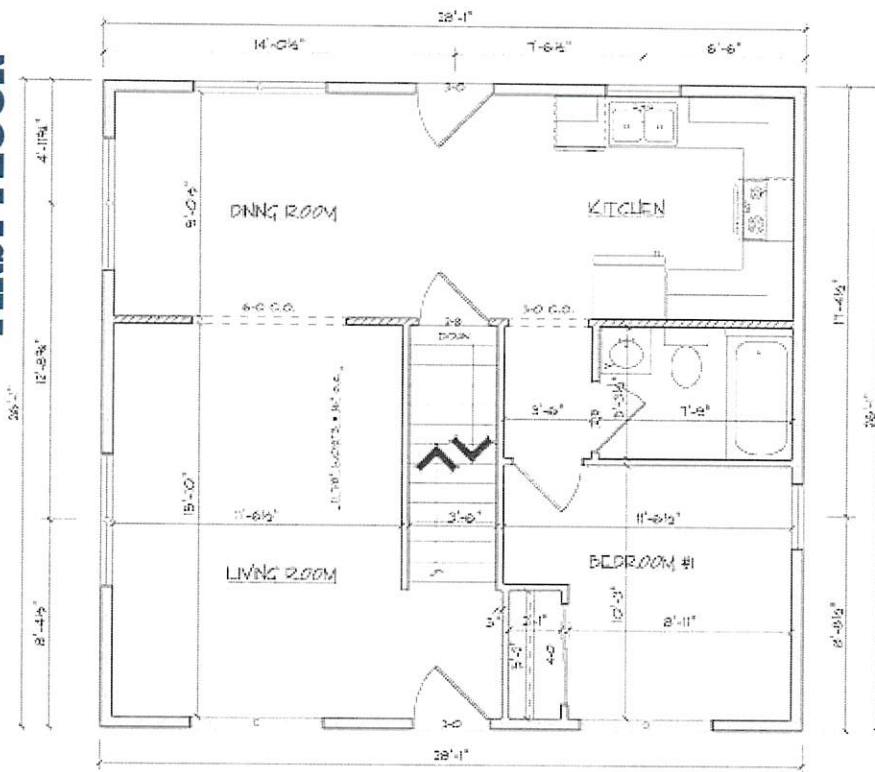


REAR ELEVATION

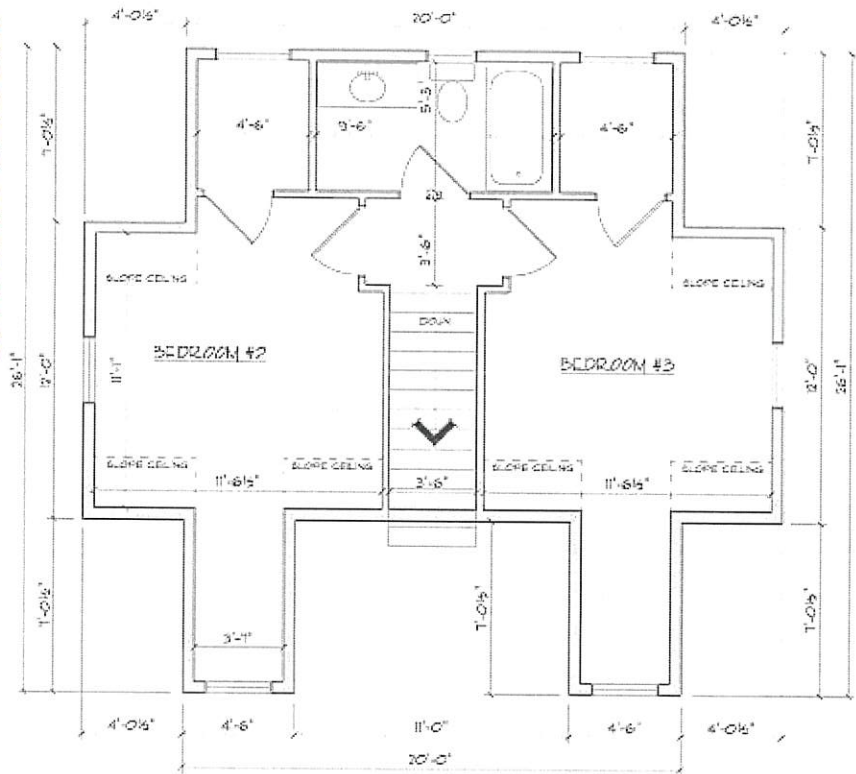


LEFT ELEVATION

FIRST FLOOR

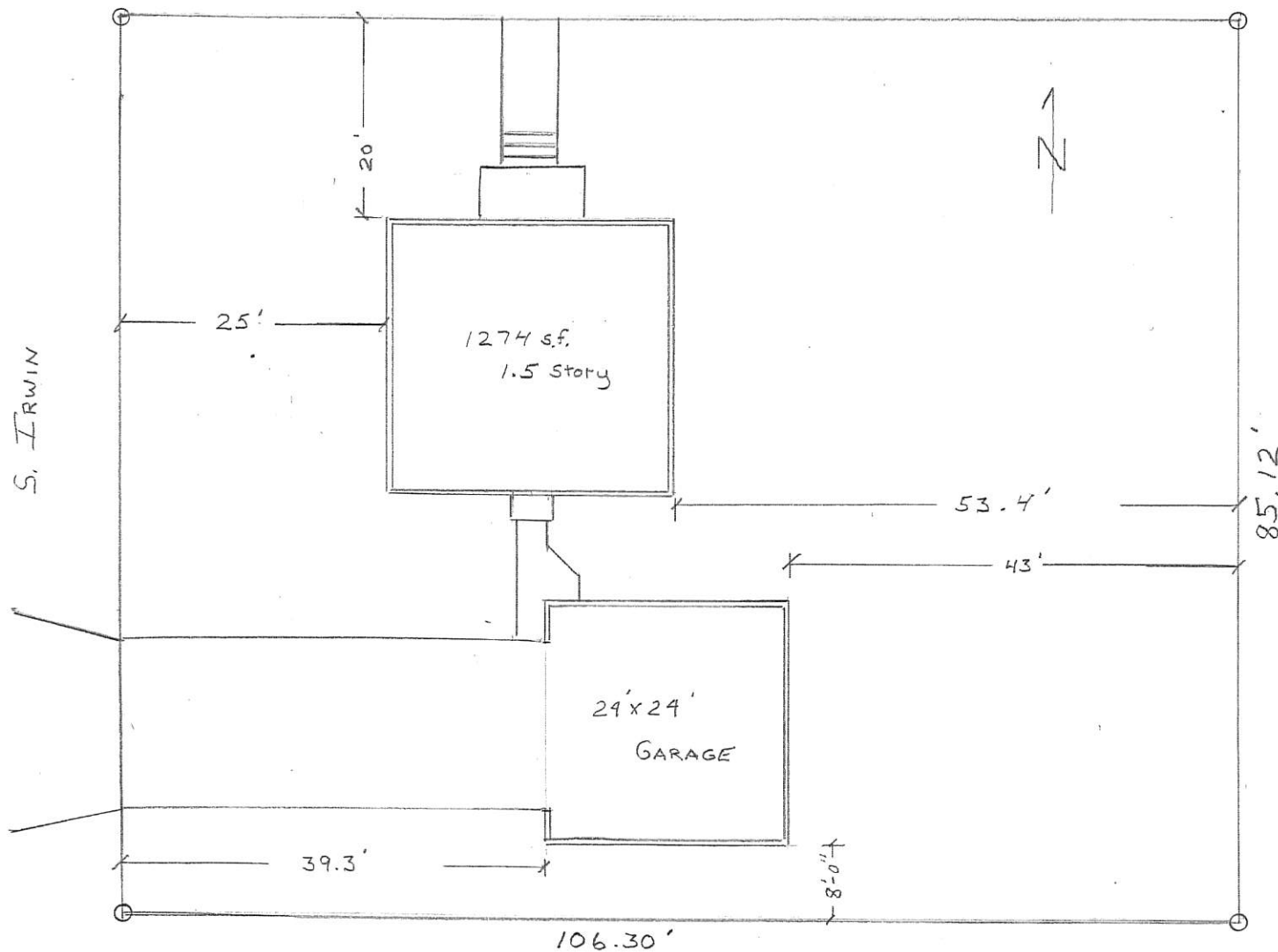


SECOND FLOOR





1308 EAST WALNUT



PROJECT: 1308 E WALNUT

SCALE: 1" = 10'-0"

NeighborWorks
GREEN BAY

Tim Denissen
Project Manager

437 S. Jackson St.
Green Bay, WI 54301

920.448.3075 (phone)
920.448.3078 (fax)
920.593.3707 (direct line/fax)
920.883.5200 (mobile)

tim@nwggreenbay.org



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

MEETING DATE

May 10, 2022

PREPARED BY

Will Peters

AGENDA ITEM # D.5

Consideration with possible action to extend the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street to May 31, 2022.

BACKGROUND

MF Housing Partners, LLC (Developer) was approved for a six-month planning option to develop the 1100 Block of East Walnut Street into 43 units of affordable housing. Nine units will be available to families earning 30% CMI, seventeen units will be available to families earning 50% CMI, ten units will be available to families earning 60% CMI, and seven units will be market rate.

The purpose of granting the Developer a planning option was to allow them site control to submit a competitive LIHTC application to WHEDA to secure the tax credits necessary to fund the project. The project hinges on the successful award of these tax credits, and the funding promised to the developer by the RDA is contingent on the LIHTC credits as well. The planning option was set to expire on April 30, 2022, as staff and the Developer expected a formal announcement from WHEDA of LIHTC recipients before the end of April. WHEDA has yet to announce the 2021-2022 LIHTC awards. To ensure the Developer still has the opportunity to pursue developing the site granted to them by the RDA, staff is recommending the RDA grant the Developer an extension to their planning option.

RECOMMENDATION

To extend the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street to May 31, 2022.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 10, 2022

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.6

Consideration with possible action to approve a contract with Honeywell International to replace the RTU controllers at the KICC for \$98,700.00.

BACKGROUND

Staff at the Hyatt have been struggling with the RTU controllers at the KI for some time. These units control the heating and the cooling for the Convention Center. Staff are required to go to the unit to make adjustments and the units are located on the roof of the KICC. This is not a good situation, especially in the winter. One (1) RTU has already been replaced. It has been determined that the remaining ten (10) RTU controllers need to be replaced. The original system at the KICC is no longer available, so we can't get a direct replacement. There are limited options available for these replacements. Because of this, DPW Engineer Hobbs worked with our Purchasing Dept. on a Cooperative Purchasing Agreement. This would allow us to work directly with Honeywell International, who has been doing the work on the RTUs and has the most knowledge of the system.

The bid came in at \$98,700.00. The balance of the KICC maintenance fund is \$1,592,578.00.

RECOMMENDATION

To approve a contract with Honeywell International to replace the RTU controllers at the KICC for \$98,700.00.

FISCAL IMPACT

ATTACHMENTS

- I. Honeywell #070121-HNY City of Green Bay KI Convention Center RTU Controls

City of Green Bay KI Convention Center RTU Controls



Honeywell International
1985 Douglas Drive N.
MN10-181A
Golden Valley, MN 55422

Quote Date: 6-Apr-2022
Quote Number: 0001553774-225308
Honeywell Professional: Aron K Peters

Site: City of Green Bay
100 N Jefferson
Green Bay WI US 54301

Customer: City of Green Bay
100 N Jefferson
Green Bay WI US 54301

Contact: Trista Hobbs
Phone: 920.448.3114
Email: Trista.Hobbs@greenbaywi.gov

Contact:
Phone:
Email:

OVERVIEW OF SCOPE

This proposal and detailed scope of work is based upon our interpretation and understanding of the requirements from portions of the documents identified in the referenced Documents and Drawings. This scope of work is the basis for the pricing attached and any changes in scope will be addressed and priced accordingly. Honeywell will provide the identified equipment and services ("the Work") in accordance with the terms and conditions, which form a part of this Agreement.

Scope Includes all installation material, labor and project coordination for the following:

- Remove existing RTU controllers from a total of (10) RTUs. (7) Simplicity controllers (3) Elite controllers.
- Furnish and install replacement Honeywell Spyder or Niagara Controllers as required for each RTU.
- Provide all new compatible duct sensors and required wiring.
- Extension or installation of communication bus as required to each new controller.
- Licensing updates for existing Tridium front end and server updates.

CLARIFICATIONS / EXCLUSIONS

General Qualifications:

- Honeywell will not proceed with any work (engineering, material ordering, on-site rough in, etc.) without a fully executed contract.
- Honeywell to be provided with installation schedule with electrical and mechanical functional requirements to physically start controls check out.
- Honeywell has included a single mobilization for testing and commissioning upon notification that prerequisite work and equipment startup are complete. If additional mobilizations or out of sequence work are requested, Honeywell will provide a proposal for the additional effort.
- Written direction will be required for any changes or variations from the existing system layout as it pertains to field device locations, etc.
- Honeywell does not assume design responsibility.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Any defective parts, not specifically mentioned to be replaced in the above scope of work, are not covered by this contract.
- Existing issues with the DDC communication networks will not be covered in this contract
- Excludes water and air balancing.

Price	
BASE QUOTATION TOTAL FOR RTU CONTROLS REPLACEMENT:	\$65,000.00
ADD FOR FIELD JACE REPLACEMENT. THIS IS CONTINGENT ON BASE QUOTE BEING ACCEPTED:	\$33,700.00

THIS QUOTATION is valid for 30 days.
Sales tax, if applicable, will be invoiced separately.
Use tax, if applicable, is included in the price.
Currency: USD

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell ____ or ____ percent (___%) of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

To accept this proposal, simply sign the document and return together with an official purchase order to either the issuing engineer or via post/fax to the address listed above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

AP

Honeywell Professional

Customer Acceptance

Name:

Title:

Date:

Signature:

Purchase Order #:



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

MEETING DATE

May 10, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # D.7

Consideration with possible action to purchase 720 Doty Street (Parcel 14-456) using TIDAH funds for the purpose of developing single-family, owner-occupied, affordable housing.

BACKGROUND

The vacant land located at 720 Doty Street (Parcel 14-456) has recently been posted as a Brown County Tax Deed Foreclosure. The parcel is zoned R1-Low Density Residential. In January 2021, a permit was issued to raze the building located on this parcel. Work was completed by May 2021.

Per Paul Zeller, Brown County Treasurer, we have the ability to purchase this property from the County for the amount of \$13,124.92 plus \$30.00 recording fee. County Administration is scheduled to discuss this sale for further approval on May 12, 2022.

Staff is recommending the purchase of 720 Doty Street for \$13,154.92 using TIDAH funds, upon the approval of Brown County's Administrative Committee, for the purpose of developing single-family, owner-occupied, affordable housing.

RECOMMENDATION

To approve the purchase of 720 Doty Street (Parcel 14-456) for \$13,154.92 using TIDAH funding for the development of single-family, owner-occupied, affordable housing.

FISCAL IMPACT

ATTACHMENTS

- I. 720 Doty

Ronda Bitney

From: Zeller, Paul D. <Paul.Zeller@browncountywi.gov>
Sent: Friday, April 15, 2022 12:50 PM
To: Ronda Bitney
Subject: FW: Tax Deed foreclosure Parcel 14-456 at 720 Doty St.

Correction to my previous email:

2. City pays 2022 property tax bill in full
-
-

From: Zeller, Paul D.
Sent: Thursday, April 14, 2022 4:18 PM
To: Ronda Bitney <Ronda.Bitney@greenbaywi.gov>
Subject: RE: Tax Deed foreclosure Parcel 14-456 at 720 Doty St.

Hello Ronda,

The County now owns the property at 720 Doty St - Parcel 14-456.

The City of Green Bay can purchase this property from Brown County as follows (subject to approval of the Brown County Administration Committee – meeting in early May 2022):

Sale to City of Green Bay in the amount of **\$ 13,124.92 (total which makes Brown County whole) plus + \$ 30 ROD**.
Recording Fee to BC Register of Deeds

Conditions of sale of the Parcel to the City of Green Bay as previously determined by the Brown County Administration Committee and as we have agreed to in the past:

1. Title transfer is by Quit Claim Deed
2. City pays 2022 property tax bill in full
3. City pays delinquent Water / Sewer Utility bills, and any of these type of charges post-closing
4. Brown County does not pay any current or outstanding Special Assessments or Special Charges

Ronda, I don't anticipate a County Department wishing to purchase this Parcel but Department Heads have until April 29 to make that determination.

Please let me know as soon as possible if the City is interested in acquiring this property. I'll keep you posted as we get to the end of April.

Sincerely,

Paul Zeller

Brown County Treasurer
Northern Building – 1st Floor – Room 160
305 E. Walnut Street
Green Bay, WI 54301

(☎) Phone # Direct: 920-448-6321
Phone # Office: 920-448-4074
Fax: 920-448-6341



Web Search - Brown County, Wisconsin - Tax Balance Report

Property: 14-456

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Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 ▼ ♦\$	Real Estate	14-456	231 - CITY OF GREEN BAY	720 DOTY ST	
Tax Year Legend: ♦\$ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Payment Information

Payoff Date: Thursday, March 31, 2022

Total Due: \$ 26069.59

Payment total will change unless payment is received by Treasurer's Office on or before payoff date.
Total Amount Due Based on Data Received as of Wednesday, March 2, 2022.

Tax Balance Summary

Tax Year	Certificate Number	General Property Tax Due	Specials	Woodland	Interest Charge	Penalty Charge	Other Charges	Amount Due
2018	816	2175.00	2740.81	0.00	1868.01	934.00	200.00	7917.82
2019	835	2240.40	4207.29	0.00	1676.40	838.20	0.00	8962.29
2020	811	2294.40	2753.01	0.00	706.64	353.32	0.00	6107.37
2021	0	2313.12	708.56	0.00	60.43	0.00	0.00	3082.11

Red the Properties LLC



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Part of Brown County WI

Map printed on 5/3/2022

1:240
1 inch = 20 feet*
1 inch = 0.00379 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoom level



Parcel ownership key

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line

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

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



(920) 448-6480
www.browncountywi.gov



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

MEETING DATE

May 10, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.8

Consideration with possible action on a development agreement for financial assistance for a redevelopment project located at 216-222 Cherry Street.

BACKGROUND

At the March 8, 2022 meeting, the RDA met and discussed a proposed development agreement for a redevelopment project at 222 Cherry Street, consisting of a multi-family project of at least three (3) stories (maximum five stories) with at least 39 (maximum 65) market rate 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. RDA direction included 80% of the increment and requested that the developer consider the possibility of incorporating some affordable units into the project.

The agreement has been revised to reflect the following changes:

- "Adding five (5) stories with fifty-seven (57) market rate multi-family apartment units" replaced "Adding at least three (3) stories (maximum five stories) with at least 39 (maximum 65)."
- The projected value is now at \$13 million, up from \$6 million.
- The developer may end up pursuing some vouchers through Brown County for a few units in the project, but that is not required in this agreement.

These revisions have been reviewed by the City Attorney and the City Finance Director.

RECOMMENDATION

Staff recommends that the RDA approve the Development Agreement as presented and forward it to the City Council for their consideration, subject to final review by the City Attorney.

FISCAL IMPACT

A new TID will need to be created to provide the requested assistance. Financial assistance will be provided over time in a PayGo method. Any and all improvements needed to connect to the parking ramp are the responsibility of the Developer.

ATTACHMENTS

- I. 050622 Cherry Street Development Agreement Revised RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 22 - ____
216 - 222 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and 222 CHERRY STREET, LLC], a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
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 five (5) stories with fifty-seven (57) 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.

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

- D. As of January 1, 2022, the Property has an aggregate assessed value of Seven Hundred Seventy-Five Thousand Six Hundred Dollars (\$775,600) which based on the assessed tax rates in effect as of January 1, 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 \$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 \$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 \$10.19).

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

1. Three Hundred Thirty-Five Thousand Four Hundred and Seventy Dollars (\$335,400) in total gross real estate taxes annually (assessed mill rate of \$25.80);
2. Three Hundred Thirty-Five Thousand Four Hundred and Seventy Dollars (\$335,400) 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 \$25.80); and
3. One Hundred Thirty-Two Thousand Four Hundred and Seventy Dollars (\$132,400) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$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 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; demolition, remodeling, repair or reconstruction of existing buildings;; 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 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; 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 222 Cherry Street, LLC 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 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. I.
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 **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)** on or before January 1, 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 **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)**. Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) Provided the aggregate assessed Property value meets or exceeds **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)**, on or before January 1, 2025, the City shall make available **eighty percent (80%)** of the 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 public infrastructure, public improvements, or other eligible costs within the TID.
 - (II) The City shall utilize twenty percent (10%) 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.
 - (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
 - 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, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of 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.

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 July 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
 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.
 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 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) Utility relocation costs.
 - 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.

- c) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
- d) Enhanced landscaping beyond basic code requirements as approved by the RDA.
- 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.
- f) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
- g) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
- h) Site improvements related to providing access to public transit or alternative transportation options.
- 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.

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.

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:

- I. 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 Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)
- 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.
5. 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. I. 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.

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 July 1, 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.jefferys@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: 222 Cherry Street, LLC
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]
e-mail: [INSERT DEVELOPER EMAIL HERE]
Phone: [INSERT DEVELOPER PHONE HERE]

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

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:
222 Cherry Street, LLC

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 222 Cherry Street, 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
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 _____

EXHIBT B
Legal Description

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

EXHIBIT C
Preliminary Concept Plan

PROJECT METRICS

BUILDING DATA:
Height: 70-75'
-Proposed link to parking ramp at 4th floor.

FIRST FLOOR: ~11,000 GSF Comm/Retail
FLOORS 2-6: ~13,275 GSF Residential

Unit Mix:
1 Bedroom: 6 Units
1+ Bedroom: 20 Units
2 Bedroom: 25 Units
2+ Bedroom: 4 Units
3 Bedroom: 2 Units
TOTAL: 57 UNITS



PROJECT METRICS

222 CHERRY ST | CONCEPTUAL DESIGN

#00-22232
04.23.2022
03



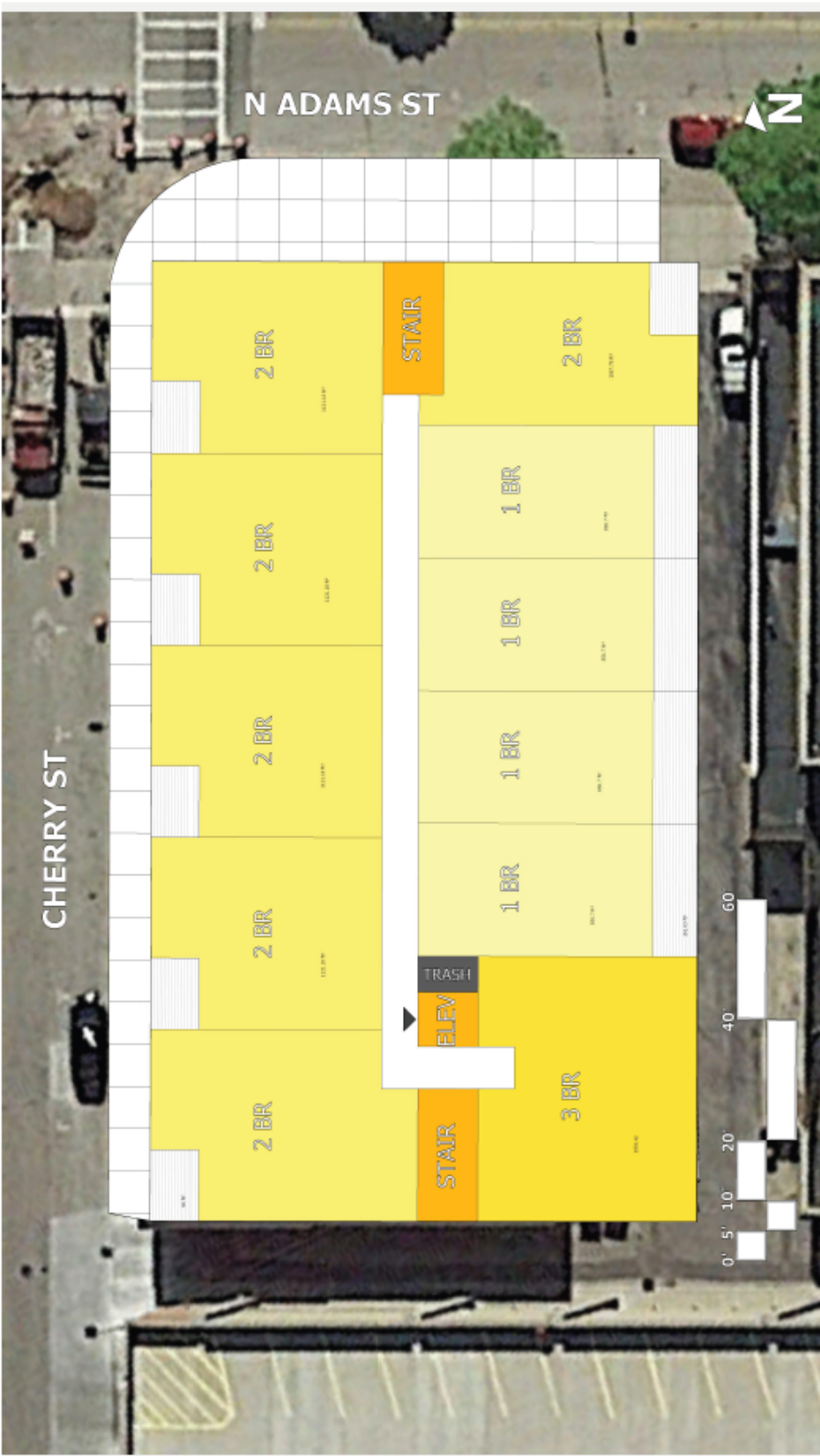


CHERRY STREET & NORTH ADAMS

#00-22232
04.25.2022
02

222 CHERRY ST | CONCEPTUAL DESIGN





TYPICAL FLOOR PLAN - LOWER LEVELS



TYPICAL FLOOR PLAN - UPPER LEVELS





Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 10, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.9

Consideration with possible action on a term sheet with Impact Seven for the redevelopment of 420 S. Broadway.

BACKGROUND

Impact Seven currently has a planning option on the former Badger Sheet Metal site located at 420 S. Broadway. The project is located directly across Broadway from the Shipyard, and is located within TID 22. Impact Seven is proposing to build a mixed-use development consisting of 238 one (1), two (2) and three (3) bedroom rental apartments with parking and ground floor commercial space. The estimated construction cost is \$60 million. The proposed construction schedule is tentatively set for 1st quarter of 2023, and 24 months to complete the project.

The developer is currently evaluating other financing options related to workforce housing units as a part of this project.

The developer is requesting 70% of the increment through 2042, and is proposing an acquisition price for the property of \$400,000.00.

The RDA will need to prepare a CSM to combine lots prior to transfer. Staff is also working with the developer to establish an environmental mitigation and remediation plan for the site, including demolition and removal of the current structures on the site.

RECOMMENDATION

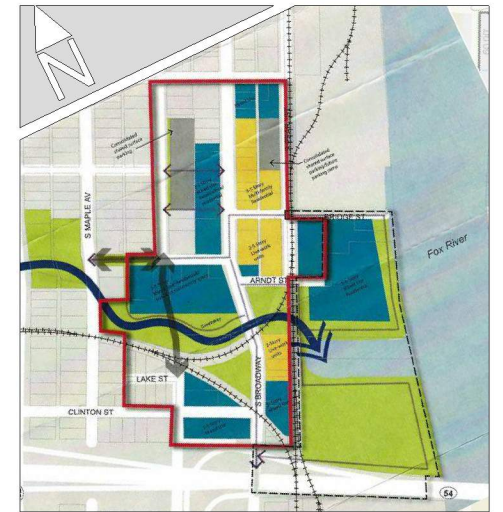
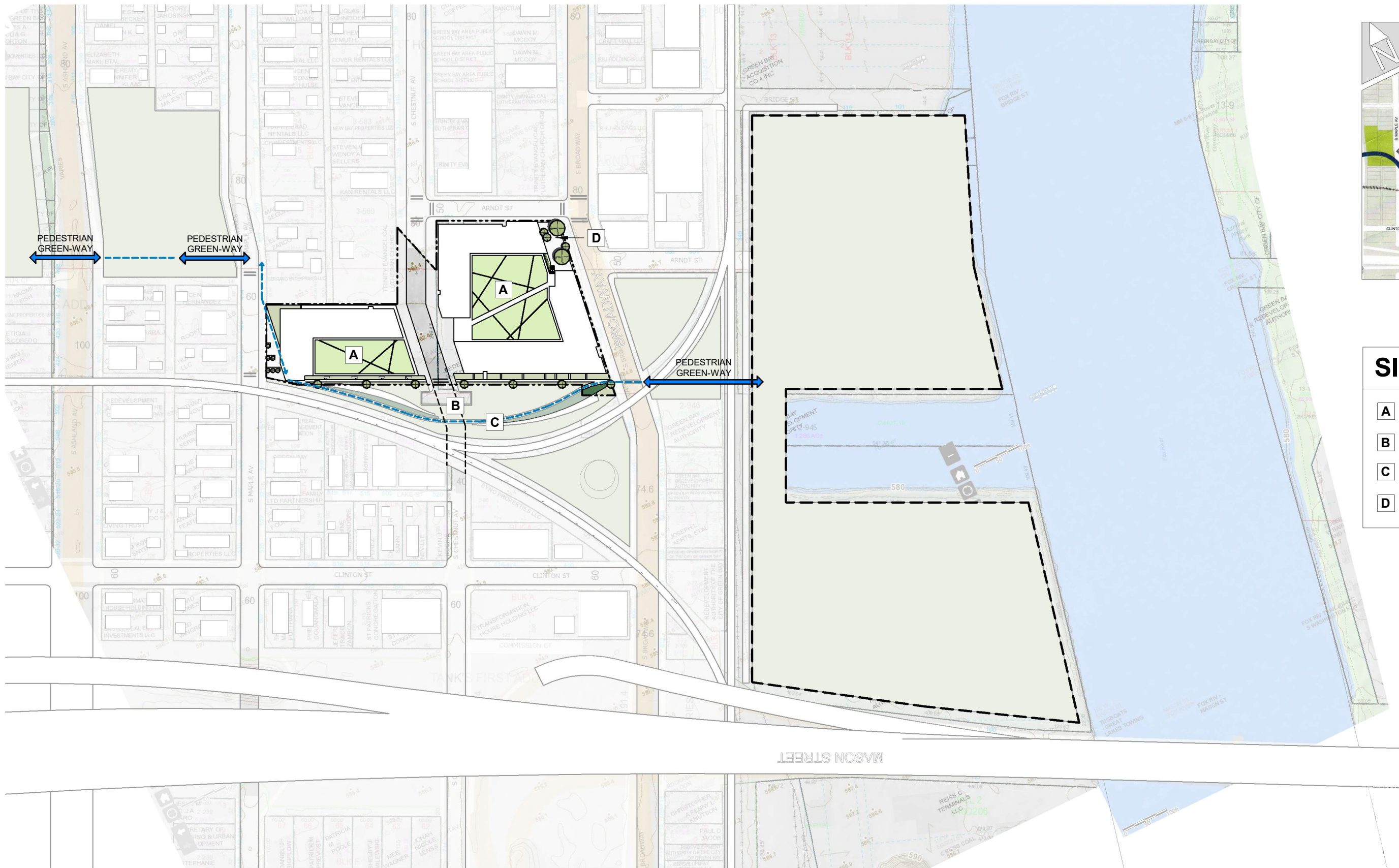
Staff recommends that the RDA approve the preliminary term sheet for Impact Seven for the site located at 420 S. Broadway, and direct staff to prepare a formal development agreement for RDA consideration.

FISCAL IMPACT

The developer is proposing to pay the RDA for acquiring the property and a PayGo method of TIF assistance. Any other financial obligations would need to be addressed in the formal development agreement. Separate applications for City programs related to workforce housing may be pending.

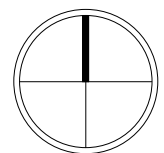
ATTACHMENTS

1. 050522 Impact Seven Concept Plan
2. 2022_05-05 City Preliminary Term Sheet for Impact Seven
3. 2021_02_05 Engberg Anderson S. Broadway Massing Study

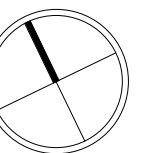


SITE PLAN - KEY

- A** GREEN ROOF
- B** FUTURE STREET EXTENTION
- C** NATURALIZED GREEN-WAY/WATER-WAY
- D** URBAN PLAZA



Plan North



True North

B1 - SCHEMATIC UNIT TOTALS								
		L1	L2	L3	L4	L5	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 500 SF		0	0	0	0	0	0%
ONE BEDROOM	715 SF	2	7	8	8	8	33	43%
TWO BEDROOM	1100 SF	4	8	8	8	8	36	47%
THREE BEDROOM	1300 SF		0	2	2	2	8	10%
		6	17	18	18	18	77	100%

B2 - SCHEMATIC UNIT TOTALS								
		L1	L2	L3	L4	L5	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 500 SF		0	0	0	0	0	0%
ONE BEDROOM	715 SF	2	11	12	12	12	49	50%
TWO BEDROOM	1100 SF	5	9	9	9	9	41	42%
THREE BEDROOM	1300 SF	0	2	2	2	2	8	8%
		7	22	23	23	23	98	100%

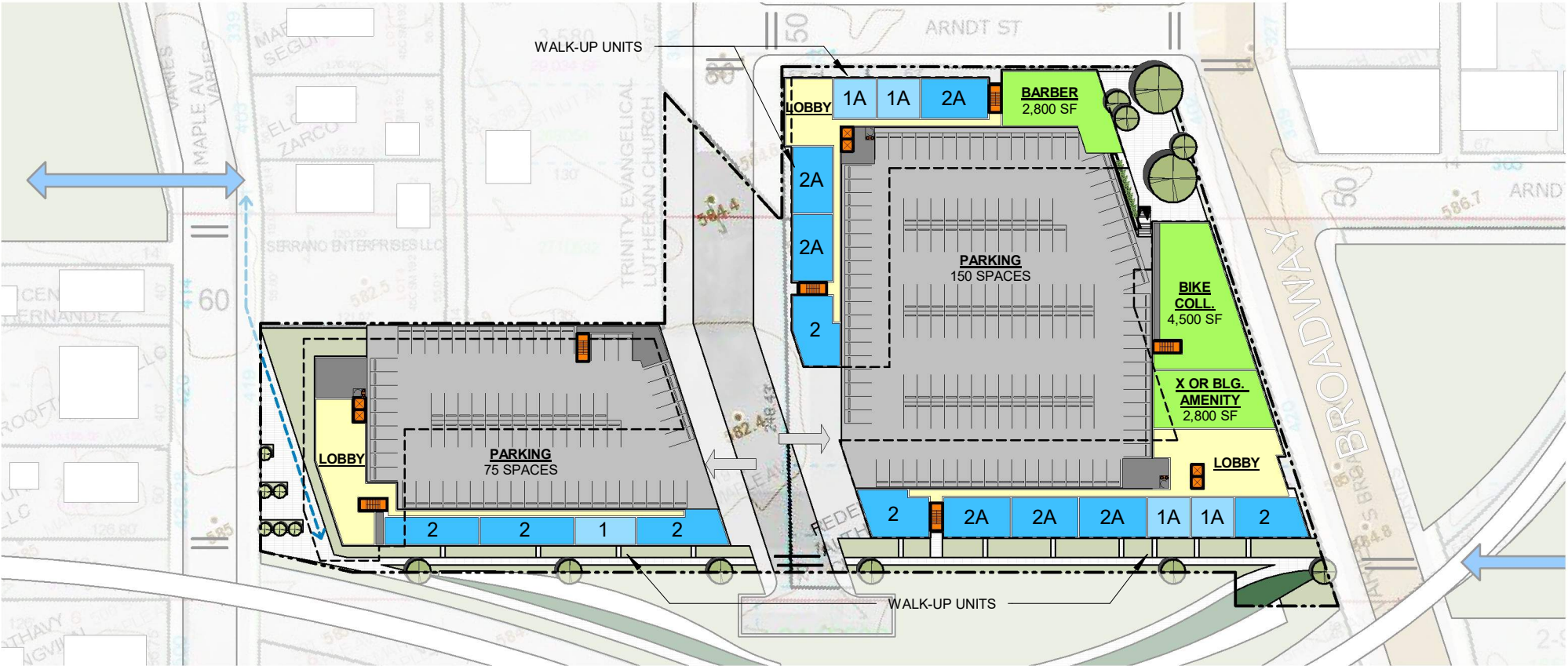
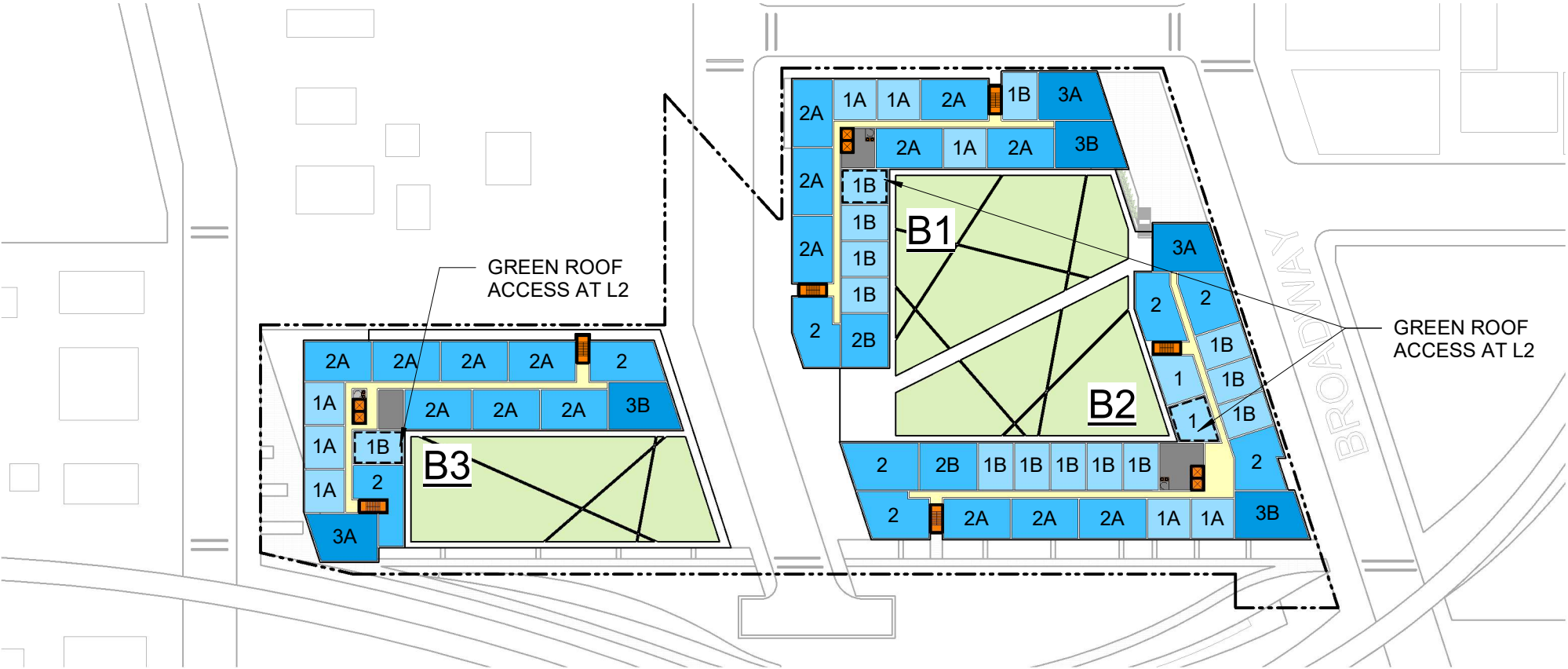
B3 - SCHEMATIC UNIT TOTALS								
		L1	L2	L3	L4	L5	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 500 SF		0	0	0	0	0	0%
ONE BEDROOM	715 SF	1	3	4	4	4	16	25%
TWO BEDROOM	1100 SF	3	9	9	9	9	39	62%
THREE BEDROOM	1300 SF	0	2	2	2	2	8	13%
		4	14	15	15	15	63	100%

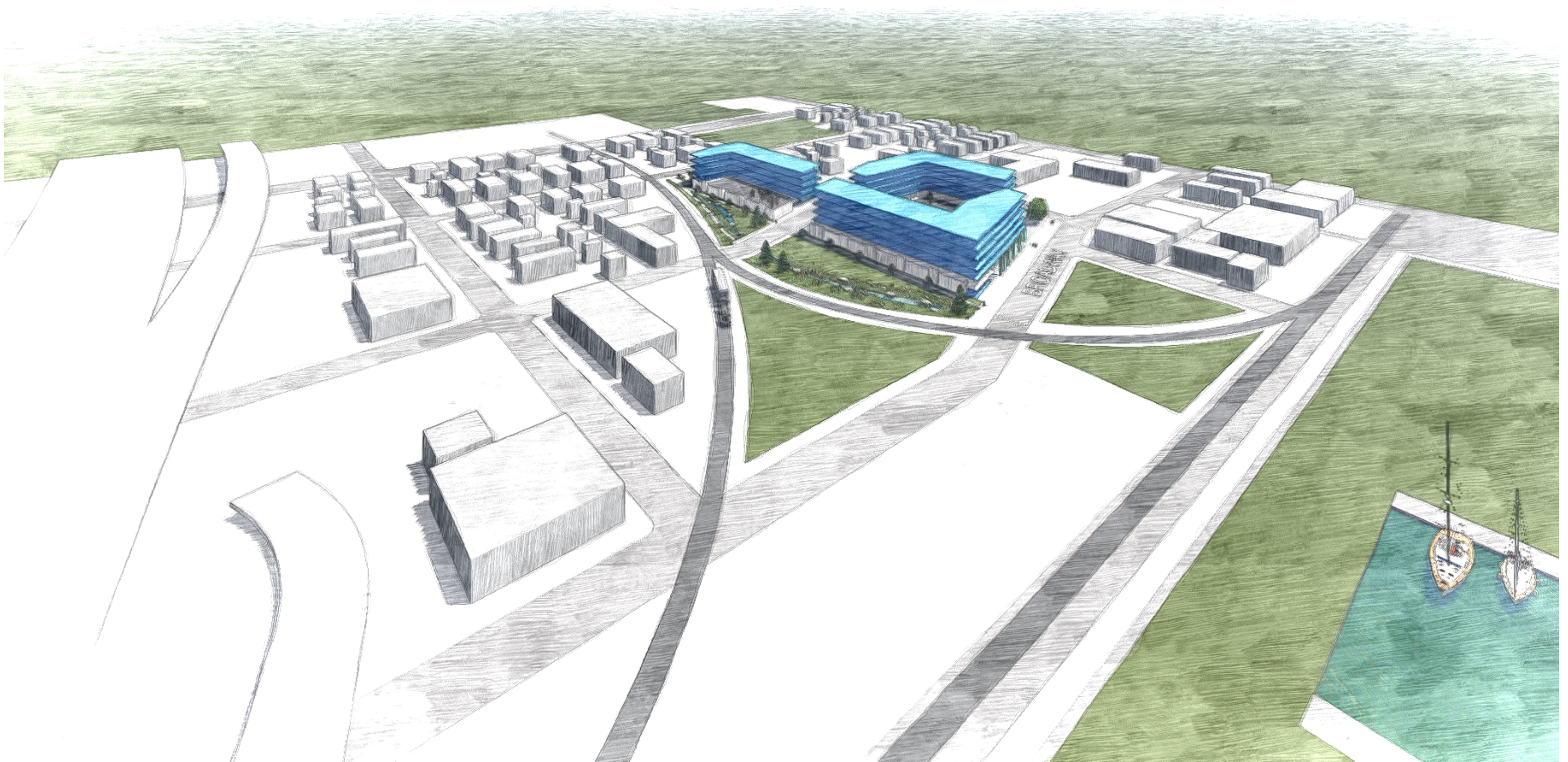
ALL BUILDINGS - SCHEMATIC UNIT TOTALS								
		L1	L2	L3	L4	L5	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 500 SF		0	0	0	0	0	0%
ONE BEDROOM	715 SF	5	21	24	24	24	98	41%
TWO BEDROOM	1100 SF	12	26	26	26	26	116	49%
THREE BEDROOM	1300 SF	0	6	6	6	6	24	10%
		17	53	56	56	56	238	100%

PARKING		
BUILDINGS B1 & B2	150	
BUILDING B3	75	
	225	TOTAL SPACES

GSF BY BUILDING						
	L1*	L2	L3	L4	L5	TOTAL
B1	81,800	21,600	21,600	21,600	21,600	168,200
B2	0	27,850	27,850	27,850	27,850	111,400
B3	35,720	20,050	20,050	20,050	20,050	115,920
TOTAL ALL BUILDINGS						395,520

*LEVEL 1 GSF IS COMBINED FOR B1 AND B2



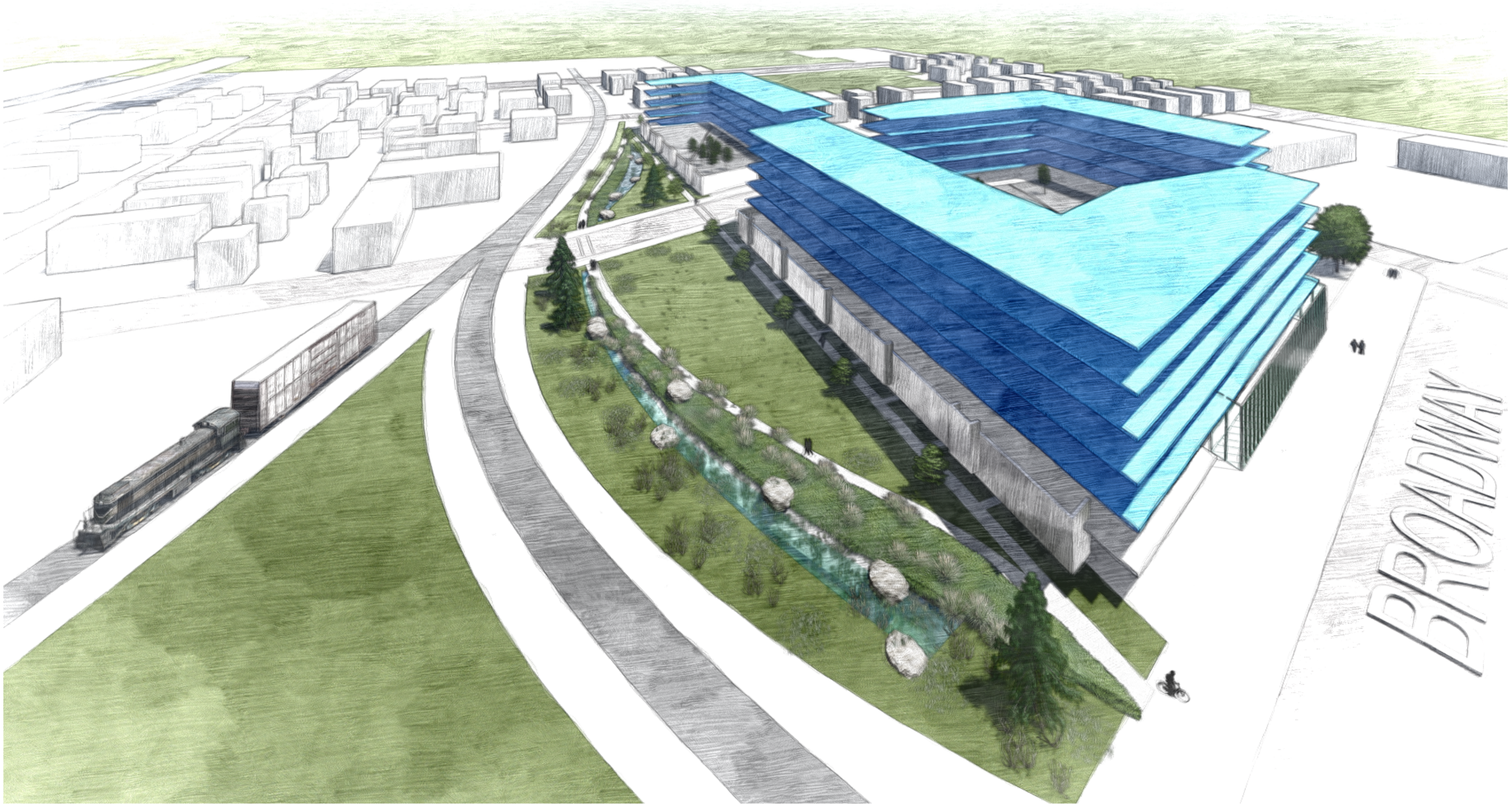


BROADWAY MIXED-USE

BIRDSEYE VIEW
SCALE:

2/5/2021

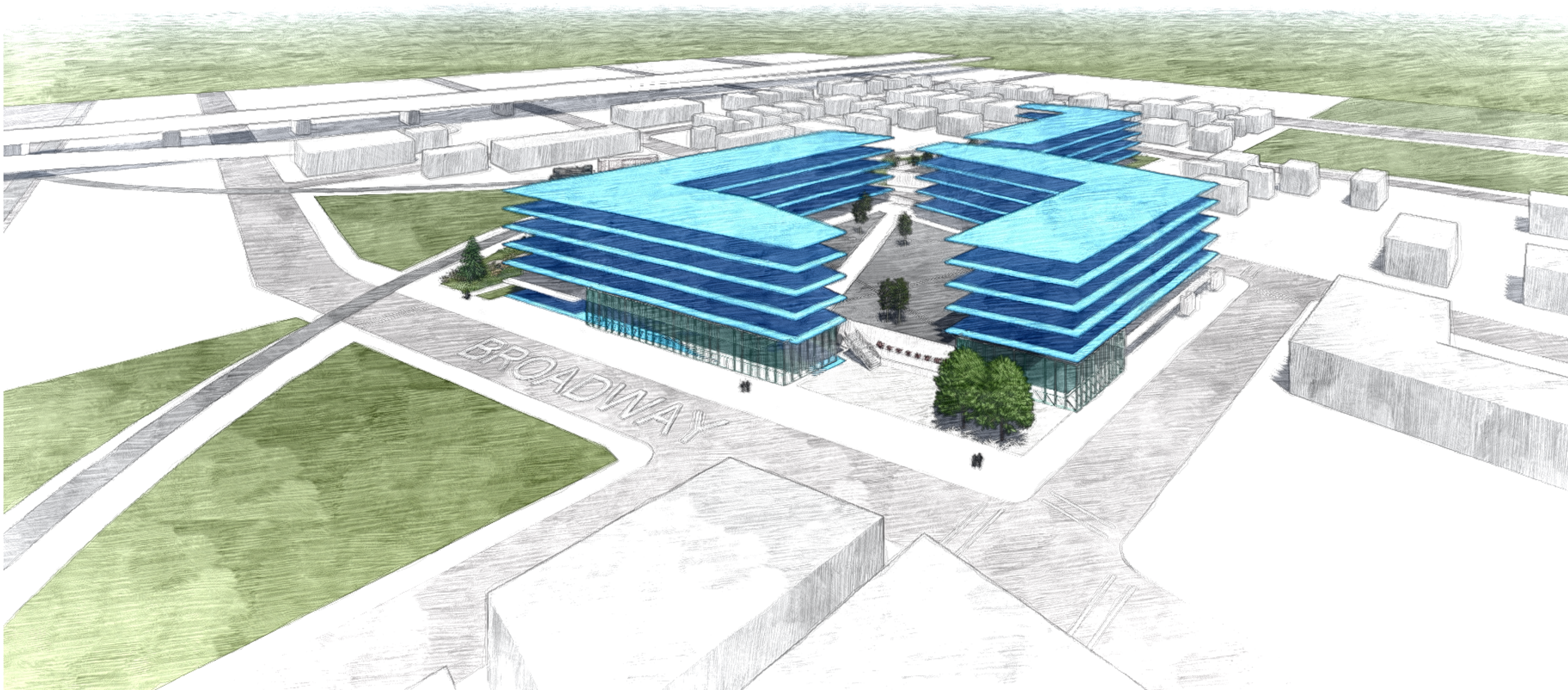
Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

SE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

NE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number

Preliminary Term Sheet (Green Bay Redevelopment Authority and Impact Seven)

Date of Preliminary Term Sheet: April 29, 2022

Property Address: 402 S. Broadway, 420 S. Broadway, 421 Arndt St.

Parcel(s): 3-572, 3-569, 3-574

Acreage: 0.112, 2.195, 0.131 (2.438 total)

Assessed Valuation: Land \$0, Improvements \$0 (RDA owned)

Project Description:

Impact Seven is proposing to build a mixed-use development consisting of 238 one (1), two (2) and three (3) bedroom rental apartments with parking and ground floor commercial space. The proposed unit breakdown is 98 1-bedroom units, 116 units 2-bedroom units, and 24 3-bedroom units.

Some number of workforce housing units are being considered for this project. The ratio of restricted/unrestricted units would be set to satisfy the conditions required to qualify for the 4% federal LIHTC funding, which states that either: 1) 20% of total units must be at 50% AMI; or 2) 40% of units must be at 60% AMI. The 4% federal credits are non-competitive, not subject to WHEDA per-project credit caps, and are open in terms of the application timeline.

TID Status: Existing TID (#22)

General City Objectives: Housing, Environmental Clean-up, increased tax base, neighborhood enhancement.

Key Project Schedule Dates:

- Development Agreement Approval: Estimated for RDA and City Council in June 2022.
- Concept Plan: Complete
- Environmental Remediation Plan: QTR 2-3 2022
- Development Budget: QTR 2 2022
- Sources and Use Funding Table: QTR 2 2022
- Cash Flow Proforma Demonstrating Need for TID Assistance: QTR 2 2022
- Proof of Equity: QTR 3 2022
- Proof of Financing: QTR 3 2022
- Land Division: City responsible for CSM (prior to transfer)
- Site Plan/Zoning: QTR 3 2022
- Site Acquisition: TBD
- Building Permits: QTR 4 2022-QTR 1 2023
- Construction Start: QTR 1 2023
- Construction Completion: Approximately 24 months. Somewhat dependent on phased or all-at-once build.
- Projected First Assessed Year on Completed Project: 2025
- Projected First Property Tax Payment on Completed Project: 2026

Proposed Developer Name if different from Current Name: Impact Seven

Estimated Overall Hard Construction Cost: \$60 million

Proposed Acquisition Price from Developer to City: \$400,000

Party responsible for CSM: City (Prior to Transfer)

Minimum Assessed Value Guarantee of Project: TBD based on estimate provided by the City Assessor once the unit count and rents are established.

Payment Model: Pay Go

Proposed percentage distribution of increment: 70% Developer, 20% City, 10% Administrative Costs

Duration of TID payments: Through expenditure period 2042

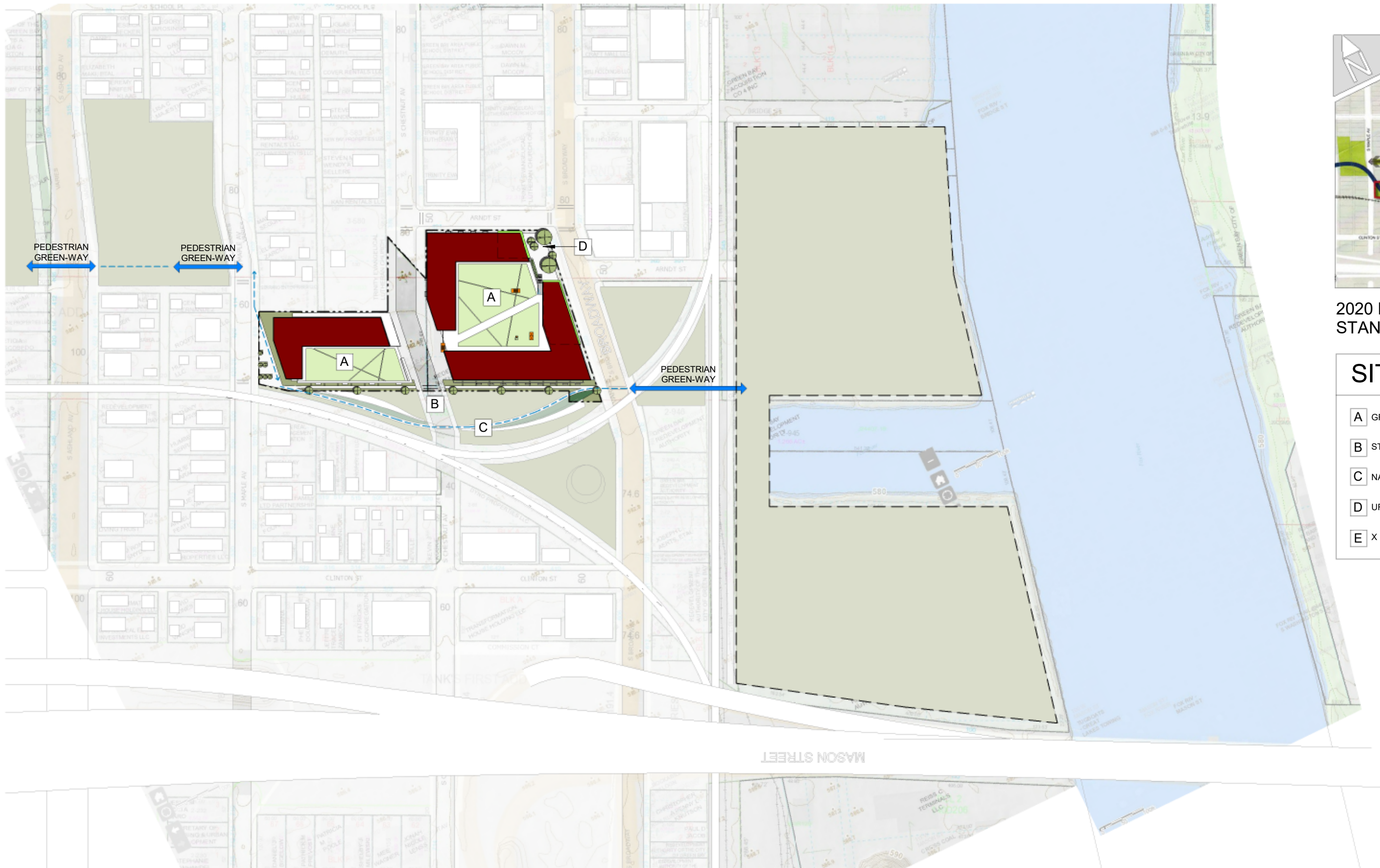
Qualified Expenditures (from detailed construction budget): Under review

Any Special City Obligations: TBD as part of the formal development agreement.

Any Special Developer Obligations: TBD as part of the formal development agreement.

Exhibits:

- Property Map
- Legal Description
- Preliminary Concept Plan



2020 LAND-USE STUDY:
STANTEC

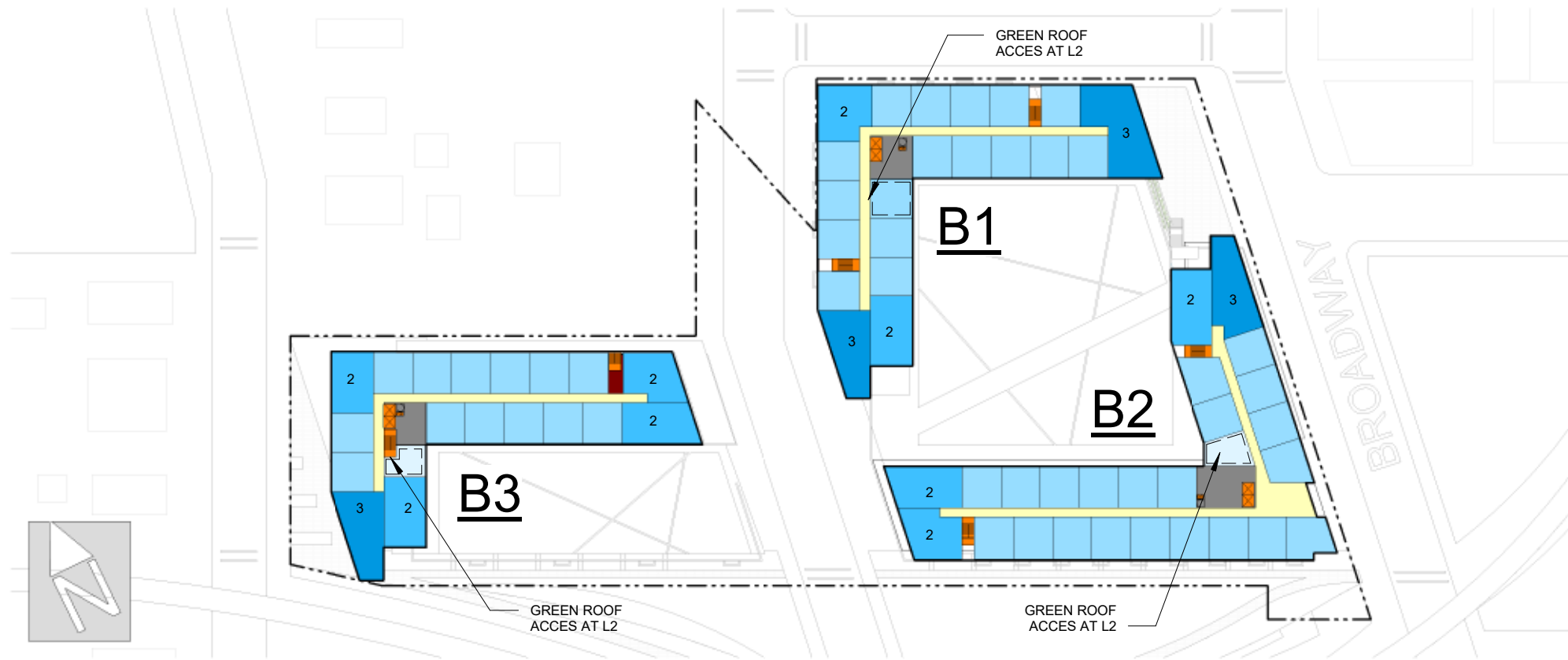
SITE PLAN - KEY

- A** GREEN ROOF
- B** STREET EXTENTION
- C** NATURALIZED GREEN-WAY/WATER-WAY
- D** URBAN PLAZA
- E** x

BROADWAY MIXED-USE

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

Project
Number

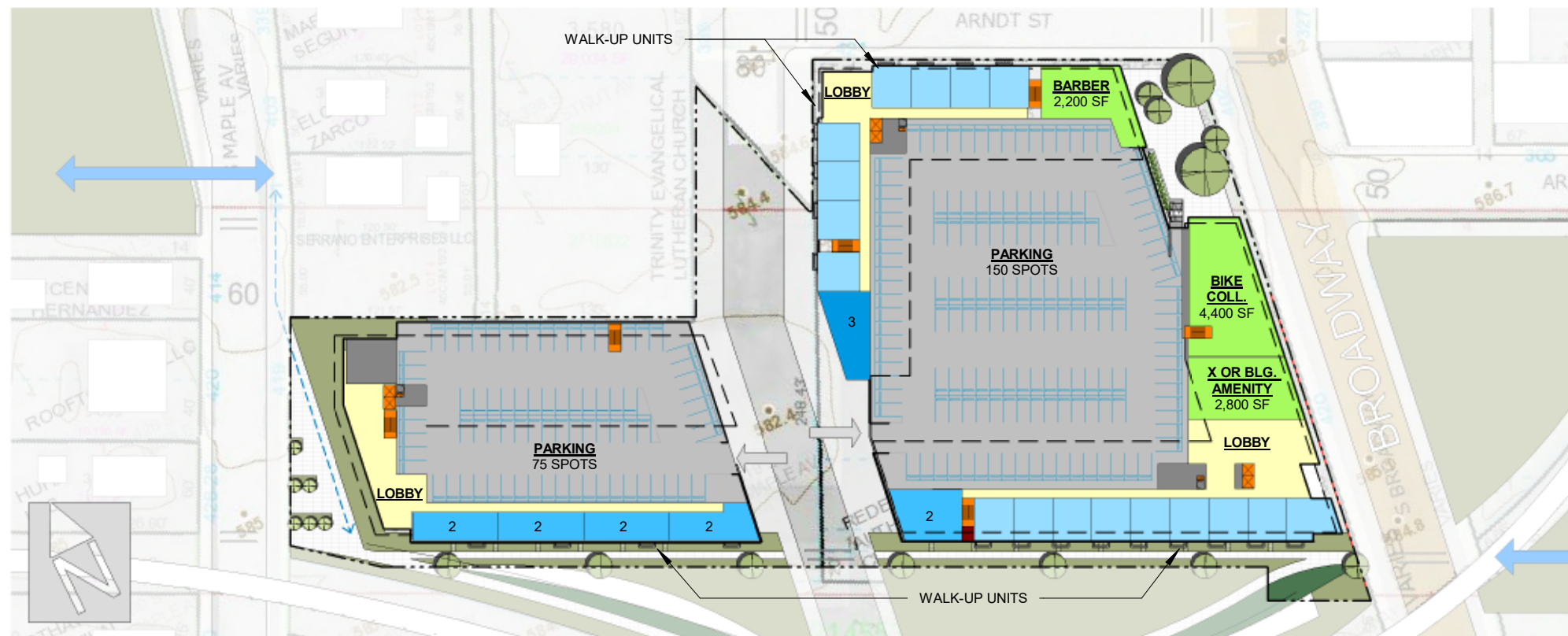


TYP. RES LEVEL PLAN

B1 - SCHEMATIC UNIT TOTALS									
		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 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%
		9	20	22	22	22		95	100%

B2 - SCHEMATIC UNIT TOTALS									
		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 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%
		10	25	26	26	26		113	100%

B3 - SCHEMATIC UNIT TOTALS									
		L1	L2	L3	L4	L5	L6	TOTAL	PERCENT
STUDIO	APPROX UNIT SF 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%
		4	18	19	19	19		79	100%



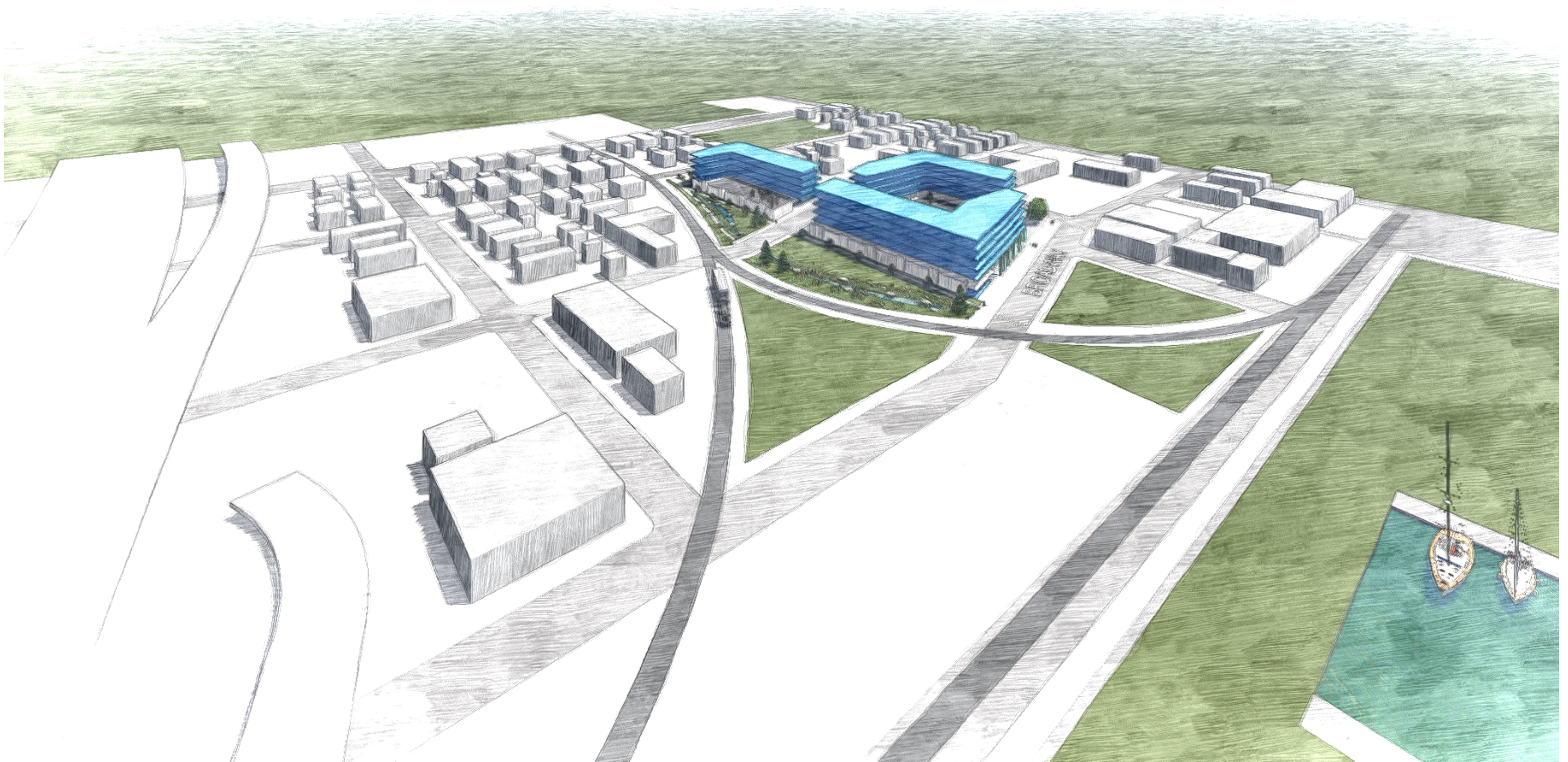
GROUND LEVEL PLAN

BROADWAY MIXED-USE

SCHEMATIC PLAN STUDY
SCALE: 1" = 100'-0"

2/5/2021

Project
Engberg Anderson Project No. Number

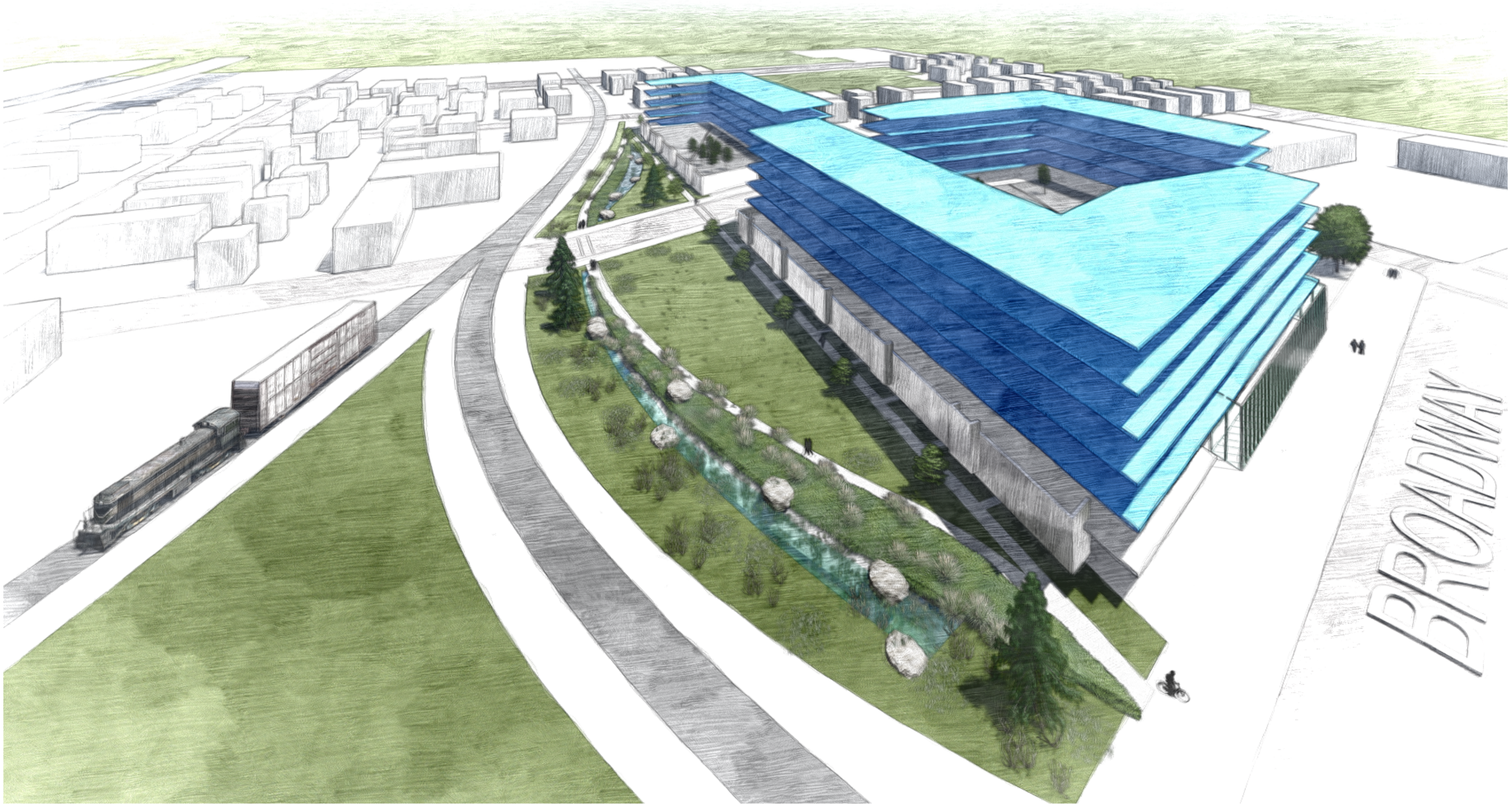


BROADWAY MIXED-USE

BIRDSEYE VIEW
SCALE:

2/5/2021

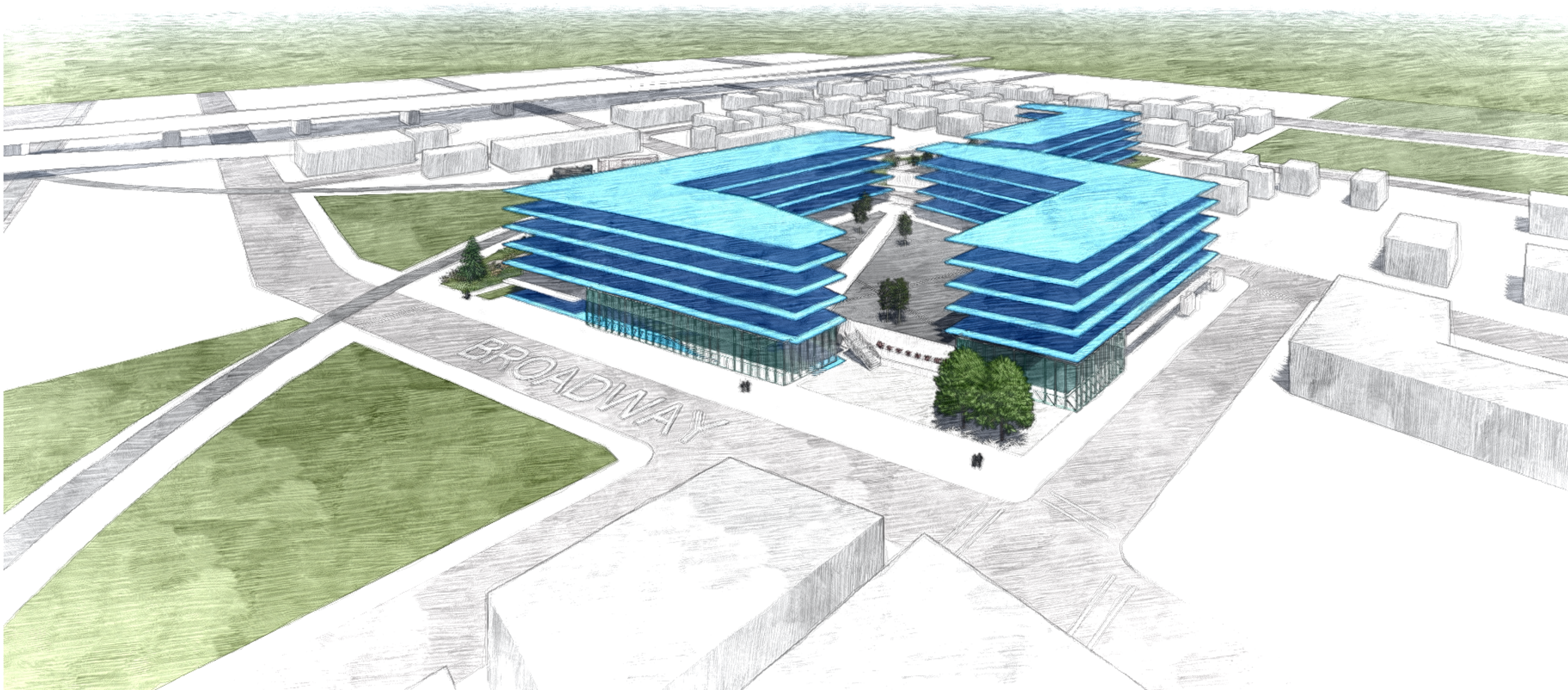
Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

SE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number



BROADWAY MIXED-USE

NE VIEW
SCALE:
2/5/2021

Project
Engberg Anderson Project No. Number



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

May 10, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.10

Consideration with possible action on an amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

BACKGROUND

In 2018, the City of Green Bay and the Redevelopment Authority entered into a development agreement to establish the funding mechanism for improvements to the Shipyard redevelopment project. That agreement identifies up to \$10 million in City funds to be allocated for the project, including \$500,000.00 in stadium tax revenues and up to \$9.5 million in debt service.

To date, the City has borrowed \$7.5 million for projects under this agreement. These funds are allocated as follows:

Land Acquisition: \$1.3 million (includes acquisition of the Badger Sheet Metal site)
Site Engineering: \$1.1 million
Full Site Grading: \$1.1 million

Available Fund Balance: \$4.0 million

The City has received bids for Phase I improvements. This work includes a riverfront promenade/multi-modal path, floating dock, fishing pier, habitat enhancement, and an accessible kayak launch. The estimated cost for these improvements is just under \$8 million. These bids expire on June 10, 2022. There is currently \$6 million available for the project under the current development agreement between the RDA and the City.

Staff is recommending that the current development agreement be amended to allow the City to borrow up to an additional \$2 million to fund the Phase I improvements. The justification for this additional borrowing at this time is based on the following:

- The City is currently contractually obligated to complete these improvements as a part of our development agreement with Merge Urban Development.
- The borrowing will be funded through TID proceeds and is not projected to have any negative impact on the general fund.
- The overall estimated assessed valuation for the two pending private development projects is currently projected at more than \$43 million between Merge Urban Development and Impact Seven.
- To date, the City has secured \$1,804,500.00 in grants to offset project cost. Staff anticipates additional grant funding to be announced this spring.

Staff will present a more detailed overview at the RDA meeting on May 10, 2022.

RECOMMENDATION

Staff is recommending approval of amending the development agreement between the City of Green Bay and the Redevelopment Authority to 1) reflect the current project description and costs for Phase I, and 2) increase the borrowing limit by \$2 million, and forwarding the agreement to the City Council for their consideration, subject to final review by the City Attorney.

FISCAL IMPACT

The debt service for Phase I improvements is anticipated to be funded through increased tax increment in TID 22 and awarded and anticipated grant funds. No impact on the levy or the general fund is anticipated.

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

May 10, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2022
2. Check Report

Redevelopment Authority
Financial Report
CDBG
04/30/2022

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	-	12,825.00	-	16,870.00
Public Services	-	156,243.67	-	25,112.29	-	131,131.38
CDBG Eligible Areas HILP Program	-	89,973.00	-	49,267.00	-	40,706.00
CDBG Eligible Areas Public Facilities 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	109,708.66	-	-	548,527.78
ED Façade & Demo Loans	-	134,123.12	-	52,197.20	-	81,925.92
Administration	-	169,086.79	-	76,381.78	-	92,705.01
\$	-	\$ 1,527,204.31	\$ 121,131.40	\$ 215,783.27	\$ -	\$ 1,432,552.44

CARES CDBG-CV Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	16,270.14	-	9,826.28	-	6,443.86
Business Improvement Districts	-	29,750.00	-	-	-	29,750.00
Homelessness Assistance Programs	-	70,276.51	-	-	-	70,276.51
Economic Development Business Relief	-	16,500.00	-	10,000.00	-	6,500.00
Essential Frontline Employee Relief Program	-	44,391.65	-	-	-	44,391.65
Rental/Mortgage Assistance Program LMI	-	155,518.06	-	72,086.78	-	83,431.28
Urgent Need-Business Relief and Rental.Mortgage	-	50,000.00	-	5,000.00	-	45,000.00
\$	-	\$ 382,706.36	\$ -	\$ 96,913.06	\$ -	\$ 285,793.30

Redevelopment Authority
Financial Report
HOME
04/30/2022

	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	657,323.60	105,533.55	33,230.00	62,522.00	667,105.15
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	11,725.95	11,247.85		88,713.07
HOME-ARP Admin	-	97,410.80	-	-	-	97,410.80
	\$ -	\$ 1,856,412.40	\$ 117,259.50	\$ 44,477.85	\$ 62,522.00	\$ 1,866,672.05

City of Green Bay RDA
Check Register
April 30, 2022

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21589	04/14/2022	BROWN COUNTY TREASURER	5,000.00
21590	04/14/2022	DS2 HOSPITALITY & MANAGEMENT LLC	18,486.12
21591	04/14/2022	NEIGHBOR-WORKS GREEN BAY	40,831.40
21592	04/28/2022	CITY OF GREEN BAY	31,685.55
21593	04/28/2022	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	3,130.00
21594	04/28/2022	NEIGHBOR-WORKS GREEN BAY	40,687.00
21595	04/28/2022	NEIGHBORHOOD HOUSING SERVICES OF GB, INC	500.00
21596	04/28/2022	NEWCAP, INC.	1,096.23
21597	04/28/2022	WISCONSIN MEDIA	31.40
			\$ 141,447.70