



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

**TUESDAY, AUGUST 9, 2022, 1:30 PM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM**

A. Roll Call.

- I. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Randy Scannell, Deby Dehn, Kathy Hinkfuss, Melanie Parma, and Jessica Ganther.

Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

B. Approval of the Agenda.

- I. Approval of the agenda for the August 9, 2022, meeting of the Redevelopment Authority.

C. Approval of Minutes.

- I. Approval of the minutes from the July 12, 2022, meeting of the Redevelopment Authority.

D. Public Hearings.

- I. 1) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).
- 2) Consideration with possible action to amend the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects.
- 3) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22).
- 4) Consideration with possible action to adopt a Resolution extending TID Fourteen (14) North Broadway Corridor by three years.
- 5) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-four (24), Cherry Street, and adopt the Project Plan.

- 6) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-five (25), Grandview Industrial Park, and adopt the Project Plan.

E. Regular Business.

1. Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).
2. Consideration with possible action to amend the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects.
3. Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22).
4. Consideration with possible action to adopt a Resolution extending TID Fourteen (14) North Broadway Corridor by three years.
5. Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-four (24), Cherry Street, and adopt the Project Plan.
6. Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-five (25), Grandview Industrial Park, and adopt the Project Plan.
7. Consideration with possible action on an amendment to development agreement 21-06 East Town Facade Assistance and Outlot Development on the amount of TIF assistance.
8. Consideration with possible action on an amendment to development agreement 20-01 200 N. Monroe PropCo, LLC on the amount and duration of TIF assistance.
9. Consideration with possible action to grant a lease to On Broadway, Inc. for the property located at 325 N. Broadway (parcels 5-586 and 5-587) for the purpose of a Dog Exercise Park.
10. Consideration with possible action to grant a 90-day extension to the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street.
11. Consideration with possible action to approve a request by Neighborworks Green Bay for development of a single-family, owner-occupied, affordable home located at 1200 Doty Street (eastern side of parcel).
12. Consideration with possible action to award \$65,000 of HOME CHDO funds to NeighborWorks Green Bay for a home build at 1200 Doty Street.
13. Consideration with possible action to accept a Natural Resource Damage Assessment and Restoration (NRDA) Grant for \$304,500 with a local match of \$304,500.
14. Consideration with possible action to accept a Great Lakes Restoration Initiative (GLRI) Grant for \$565,300.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: September 13, 2022 at 1:30 PM

G. Adjournment.

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



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # D.1

- 1) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).
- 2) Consideration with possible action to amend the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects.
- 3) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22).
- 4) Consideration with possible action to adopt a Resolution extending TID Fourteen (14) North Broadway Corridor by three years.
- 5) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-four (24), Cherry Street, and adopt the Project Plan.
- 6) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-five (25), Grandview Industrial Park, and adopt the Project Plan.

BACKGROUND

All persons will be afforded an opportunity comment on the proposed actions at the hearing. Any person wishing to attend who, because of a disability requires special accommodation, should contact the City Safety Manager at 920-448-3125 at least forty-eight (48) hours before the scheduled meeting time so that arrangements can be made. Comments may also be sent to Neil.Stechschulte@greenbaywi.gov prior to the hearing.

Copies of Project Plans are available for inspection on the City website (<https://greenbaywi.gov/473/TIF-BID-Districts>). Copies will also be provided upon request in Room 608 of Green Bay City Hall, 100 N. Jefferson St.

RECOMMENDATION

Receive public comment on proposed actions.

FISCAL IMPACT

ATTACHMENTS

- I. 2022 RDA TID Public Hearing Notice

NOTICE OF PUBLIC HEARING
REGARDING TAX INCREMENTAL DISTRICT (TID)
FOUR (4), TEN (10), TWELVE (12), FOURTEEN (14), TWENTY-TWO (22), TWENTY-FOUR (24) AND
TWENTY-FIVE (25)
IN THE CITY OF GREEN BAY, WISCONSIN

NOTICE IS HEREBY GIVEN, that Pursuant to Wis. Stats. §66.1105, the Redevelopment Authority of the City of Green Bay (RDA), will hold a public hearing **Tuesday, August 9, 2022, at 1:30 p.m.** at **City Hall, 100 N. Jefferson St., Room 604, Green Bay, Wisconsin** in order to discuss the following:

- 1) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).
- 2) Consideration with possible action to amend the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects.
- 3) Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22).
- 4) Consideration with possible action to adopt a Resolution extending TID Fourteen (14) North Broadway Corridor by three years.
- 5) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-four (24), Cherry Street, and adopt the Project Plan. TID 24 is generally located in the area north of E. Walnut Street, south of Northland Ave, west of N. Adams Street, and east of N. Washington Street. TID 24 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.
- 6) Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-five (25), Grandview Industrial Park, and adopt the Project Plan. TID 25 is generally located in the area east of Erie Road, south of E. Mason Street, west of S. Northview Road, and north of Padi-Wood Lane, plus a portion east of S. Grandview Road, north of Finger Road, and west of S. Northview Road. TID 25 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

All persons will be afforded an opportunity to comment on the proposed actions at the hearing. Any person wishing to attend who, because of a disability requires special accommodation, should contact the City Safety Manager at 920-448-3125 at least forty-eight (48) hours before the scheduled meeting time so that arrangements can be made. Comments may also be sent to neil.stechschulte@greenbaywi.gov prior to the hearing.

Copies of Project Plans are available for inspection on the City website (<https://greenbaywi.gov/473/TIF-BID-Districts>). Copies will also be provided upon request in Room 608 of Green Bay City Hall, 100 N. Jefferson St.

Dated this 19th Day of July 2022
Neil Stechschulte, Executive Director
Redevelopment Authority of the City of Green Bay

Publication Dates: July 22, 2022 and July 29, 2022



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.1

Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).

BACKGROUND

Staff is proposing that \$1 million (\$1,000,000) from TID 4 be transferred to TID 22 to aid in the lost revenue due to project delays related to the pandemic, and the increase in materials cost for projects for public improvements in the Shipyard.

RECOMMENDATION

Approval of the Allocation Amendment Resolution and to amend the Project Plan for TID Four (4) Downtown to TID Twenty-Two (22).

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed allocation amendment, and has confirmed that adequate funds are available in TID 4

ATTACHMENTS

1. TID 4 Project Plan Amended RDA Draft 2002
2. Green Bay TID 4 071922
3. TID 4 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 4 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Four (4)

Downtown/ Washington Apartments

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin
August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

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Brian Johnson, *District 9, Vice President*
Mark Steuer, *District 10*
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Jesse Brunette, *District 12, President*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Melanie Parma
Alderperson Randy Scannell, *District 7*
Kathy Hinkfuss
Deby Dehn
Jessica Ganther

This Project Plan was prepared by:
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Four (4), (“TID 4”), Downtown/Washington Apartments on January 20, 1998; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 4 to Tax Increment District Number Twenty-two (“TID 22”), the Shipyard; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 4; and
 - 5.5. A map showing proposed improvements and uses in TID 4; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 4 is January 20, 2025; and
 - 6.5. The mandatory termination date for TID 22 is September 17, 2046; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 22; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 22; and

- 6.9. The economic benefits of both TID 4 and TID 22, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 4 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 4 Project Plan to include an allocation, in an amount not to exceed one million dollars (\$1,000,000.00), from TID 4 to TID 22, for the purposes of blight elimination in TID 22, which is consistent with the purpose for which TID 22 was created.

City of Green Bay, Wisconsin

Tax Increment District No. 4

Cash Flow Projection

Year	Projected Revenues				Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Other Revenue	Total Revenues	Taxable General Obligation Refunding Bonds, Series 2012D 1,975,000 Dated Date: 06/05/15 Principal	Donations to TID 22	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2020	529,706	2,278	1,071	533,054	200,000		14,509	214,509	318,545	414,209	1,000,000	2020
2021	541,571	1,098	(3,320)	539,349	200,000		9,487	209,487	329,862	744,071	800,000	2021
2022	535,824	7,441	1,071	544,336	200,000	1,000,000	5,800	1,205,800	(661,464)	82,607	600,000	2022
2023	543,861	826	1,071	545,759	200,000		5,950	205,950	339,809	422,416	400,000	2023
2024	552,019	4,224	1,071	557,315	200,000		5,800	205,800	351,515	773,931	200,000	2024
2025	560,300	7,739	1,071	569,110	200,000	925,000	12,500	1,137,500	(568,390)	205,541	0	2025
Total	3,263,281	23,606	2,036	3,288,923	1,200,000	1,925,000	54,046	3,179,046				Total

Notes:

Bolded rows represent actual information per the TID Annual Report (Form PE-300).

Projected TID Closure

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 4
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 4 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from TID 4 to TID 22 will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2022-01
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER FOUR (4)
DOWNTOWN ("TID 4")**

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Four (4) Downtown ("TID 4"), on January 20, 1998; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 4 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 4 Downtown to Tax Increment District Number Twenty-Two (2) Shipyard (TID 22") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 4 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 4, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 4; and
5. A map showing proposed improvements and uses in TID 4; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 4 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 4 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 4 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 4 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 4 is January 20, 2025; and
5. The mandatory termination date for TID 22 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 4 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 4 and TID 22, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 4 and TID 22; and
9. The economic benefits of both TID 4 and TID 22, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 4 and TID 22 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 4 Project Plan to include an allocation, in an amount not to exceed one million dollars (\$1,000,000.00), from TID 4 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.2

Consideration with possible action to amend the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects.

BACKGROUND

Staff is proposing that four million dollars (\$4,000,000) in additional projects be added to the eligible projects list identified within TID 10. These include but are not limited to the following Public Works Improvements: storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed throughout TID 10 to meet the redevelopment objectives for this area.

These projects were delayed or have increased in cost due to the pandemic.

RECOMMENDATION

Staff recommends approval of the amendment to the Project Plan for TID Ten (10) Main Street and East Mason Street to add eligible projects as presented, and adopt the required resolution for the amendment.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed project plan amendment, and has confirmed that adequate funds are available in TID 10.

ATTACHMENTS

1. TID 10 Project Plan Amended RDA Draft 2022
2. Green Bay TID 10 071922
3. TID 10 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 10 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Ten (10)

Main Street and Mason Street

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
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This Project Plan was prepared by:
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Summary of Findings4

Proposed Amendment5

Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Ten (10) (“TID 10”), Main Street and Monroe Street on August 17, 2004; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 10 on Monday, June 29, 2020; and
3. The RDA proposed adding Improvement #10: Other Public Infrastructure projects for purposes of storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed to throughout TID 10 to meet the redevelopment objectives for this area.
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 10, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 10; and
 - 5.5. A map showing proposed improvements and uses in TID 10; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 10 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 10 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 10 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 10 is projected to satisfy all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of August 17, 2031, TID 10 is projected to have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 10 is August 17, 2031; and
 - 6.5. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 10 as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.6. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 10; and

- 6.7. The economic benefits of TID 10 as measured by increased property value, employment, and income,
 - 6.7.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.7.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.8. The TID 10 Project Plans is feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Project Costs section of the TID 10 Project Plan to include the following:

Improvement #10: Other Public Infrastructure

Location: District-wide

Description: Other miscellaneous public infrastructure projects as may be needed to throughout TID 10 to meet the redevelopment objectives for this area. (\$4 million)

Public Works or Improvements: Storm water management, flood control, pedestrian enhancements, street improvements, public utility improvements, streetscape improvements and other general public infrastructure as may be needed throughout the TID 10 to meet the redevelopment objectives for this area

City of Green Bay, Wisconsin

Tax Increment District No. 10

Cash Flow Projection

Year	Projected Revenues				Expenditures				Balances		Year
	Tax	Interest		Total	G Bader 1901	Stormwater		Total			
	Increments	Earnings/ (Cost)	Other Revenue	Revenues	M Street	Improvements	Admin.	Expenditures	Annual	Cumulative	
2020	220,374	4,645	8,232	233,252	21,026		19,575	40,601	192,650	899,314	2020
2021	251,991	1,596	8,785	262,372	21,507		23,088	44,595	217,777	1,117,091	2021
2022	291,244	11,171	9,499	311,914	21,937	400,000	21,088	443,025	(131,111)	985,980	2022
2023	295,613	9,860	9,499	314,972	16,460	400,000	21,088	437,548	(122,576)	863,404	2023
2024	300,047	8,634	3,652	312,333		400,000	21,088	421,088	(108,755)	754,649	2024
2025	304,548	7,546	3,652	315,746		400,000	21,088	421,088	(105,342)	649,307	2025
2026	309,116	6,493	3,652	319,261		400,000	21,088	421,088	(101,827)	547,479	2026
2027	313,752	5,475	3,652	322,879		400,000	21,088	421,088	(98,209)	449,271	2027
2028	318,459	4,493	3,652	326,603		400,000	21,088	421,088	(94,485)	354,786	2028
2029	323,236	3,548	3,652	330,435		400,000	20,800	420,800	(90,365)	264,421	2029
2030	328,084	2,644	3,652	334,380		400,000	20,800	420,800	(86,420)	178,002	2030
2031	333,005	1,780	3,652	338,437		400,000	27,650	427,650	(89,213)	88,789	2031
2032	338,001	888	3,652	342,540			17,750	17,750	324,790	413,579	2032
Total	3,927,469	68,773	68,883	4,065,125	80,930	4,000,000	277,279	4,358,209			Total

Notes:

Bolded rows represent actual information per the TID Annual Report (Form PE-300).

Projected TID Closure

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 10
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 10 City of Green Bay, Brown County, Wisconsin (hereinafter “District”) with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan to add additional project costs for Other Public Infrastructure will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 2022-02
REGARDING A PROJECT PLAN AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TEN (10) ("TID 10")

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Ten (10) Main Street and Mason Street ("TID 10"), on August 17, 2004; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 10 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed adding an addition project to the Project Cost section of the Project Plan for Other Public Infrastructure; and

WHEREAS, the boundaries of TID 10 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to and discuss the proposed Project Plan Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 10, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 10; and
5. A map showing proposed improvements and uses in TID 10; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 10 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and

9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 10 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 10 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 10 has satisfied all of its current year debt service and project cost obligations; and
3. The mandatory termination date for TID 10 is August 17, 2031 and
4. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 10, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 10; and
6. The economic benefits of TID 10 as measured by increased property value, employment, and income,
 - 6.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 10 Project Plan is feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Project Costs section of the TID 10 Project Plan to include an amount not to exceed four million dollars (\$4,000,000.00) for the purposes of additional public infrastructure costs related to the Main Street and Mason Street area, which is consistent with the purpose for which TID 10 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.3

Consideration with possible action to adopt an Allocation Amendment Resolution and to amend the Project Plan for TID Twelve (12) I-43 Industrial Park to TID Twenty-Two (22).

BACKGROUND

Staff is proposing that some funds from TID 12 be transferred to TID 22 to aid in the lost revenue due to project delays related to the pandemic, and the increase in materials cost for projects in the Shipyard.

RECOMMENDATION

Approval of the Allocation Amendment Resolution and amendment of the Project Plan to allow for the allocation of funds from TID Twelve (12) to TID Twenty-Two (22).

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed project plan amendment, and has confirmed that adequate funds are available in TID 12.

ATTACHMENTS

1. TID 12 Project Plan Amended RDA Draft 2022
2. Green Bay TID 12 071922
3. TID 12 Project Plan Amendment City Attorney Letter DRAFT 2022
4. TID 12 RDA Resolution Allocation Amendment 08092022



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twelve (12)

I-43 Industrial Park

Amended **PROJECT PLAN** *RDA Public Hearing Draft*

City of Green Bay, Wisconsin August 9, 2022

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Josh Patchak, *Green Bay Area Public School District*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Steve Campbell, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, Vice President*
Mark Steuer, *District 10*
Melinda Eck, *District 11*
Jesse Brunette, *District 12, President*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Melanie Parma
Alderperson Randy Scannell, *District 7*
Kathy Hinkfuss
Deby Dehn
Jessica Ganther

This Project Plan was prepared by:
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twelve (12) (“TID 12”), 1-43 Industrial Park on January 20, 1998; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (“TID 22”), the Shipyard; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On August 9, 2022, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City’s official paper, the Press Times; and
 - 4.3. On Friday, July 22, 2022, mailed, by first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 12; and
 - 5.5. A map showing proposed improvements and uses in TID 12; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. The mandatory termination date for TID 12 is September 6, 2025; and
 - 6.5. The mandatory termination date for TID 22 is September 17, 2046; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 22, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
 - 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 22; and

- 6.9. The economic benefits of both TID 12 and TID 22, as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 12 and TID 22 Project Plans are feasible and in conformity with the City *Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in an amount not to exceed two million dollars (\$2,000,000.00), from TID 12 to TID 22, for the purposes of blight elimination in TID 22, which is consistent with the purpose for which TID 22 was created.

City of Green Bay, Wisconsin

Tax Increment District No. 12

Cash Flow Projection (Page 1 of 2)

Year	Projected Revenues					Expenditures													
						GO Bonds, Series 2006A 80,000		GO Bonds, Series 2007A 480,000		Taxable GO Bonds, Series 2009A 468,050		GO Ref Bonds, Series 2012B 4,484		GO Ref Bonds, Series 2013A 98,645		GO Ref Bonds, Series 2014D 734,543		GO Ref Bonds, Series 2015A 311,936	
	Tax Increments	Interest Earnings/ (Cost)	2009A BAB Subsidy	Other Revenue	Total Revenues	Dated Date: 04/05/06 Principal Interest	Dated Date: 06/05/07 Principal Interest	Dated Date: 06/09/09 Principal Interest	Dated Date: 05/01/12 Principal Interest	Dated Date: 02/05/13 Principal Interest	Dated Date: 09/09/14 Principal Interest	Dated Date: 05/25/15 Principal Interest							
2015	770,139	26,187	26,365	478,082	1,300,773	10,000	213	65,000	10,432	62,260	90,798	698	3,254	1,279	1,465	4,924	20,475		3,228
2016	657,518	23,145	25,660	310,372	1,016,695			70,000	1,444	62,260	88,572	989	3,234	16,648	1,375	6,087	19,183	5,072	6,198
2017	810,096	47,418	26,539	350,857	1,234,910					64,480	86,115	957	3,210	16,117	1,171	5,833	19,064	73,889	5,408
2018	1,576,482	67,002		357,426	2,000,909					65,590	83,415	909	3,182	15,606	933	6,000	18,946	77,000	3,899
2019	1,789,017	89,993		421,323	2,300,333					68,930	80,419	882	3,155	15,294	701	6,731	18,818	75,962	2,370
2020	2,102,259	23,933		429,463	2,555,655							826	3,130	14,862	438	6,829	18,682	79,024	820
2021	2,454,267	6,050		439,423	2,899,739							938	3,103	14,464	145	87,965	17,734	988	15
2022	3,101,228	38,629		442,140	3,581,996							15,763	2,774			94,000	15,914		
2023	3,147,746	11,892		442,140	3,601,778							20,806	2,147			102,105	13,698		
2024	3,194,962	42,252			3,237,214							20,458	1,528			101,010	10,907		
2025	3,242,887	68,985			3,311,872							20,146	919			99,038	7,906		
2026	3,291,530	96,399			3,387,930							19,722	308			103,056	4,875		
Total	26,138,131	541,884	78,564	3,671,226	30,429,804	10,000	213	135,000	11,876	323,520	429,320	103,094	29,943	94,271	6,227	623,578	186,202	311,936	21,938

Notes:

Tax Increment District No. 12

Cash Flow Projection (Page 2 of 2)

Expenditures															Balances			
GO Ref Bonds, Series 2019A 1,170,000 Dated Date: 09/03/19		MRO's		Erie Street Projects/ Services	Street Light Electrical	Environmental Services	Utilities	Sewer Construction	Street Reconstruction	Purchase of Property	Allocation to TID 6, 11, & 15	Allocation to TID 9	Allocation to TID 22	Admin.	Total Expenditures	Annual	Cumulative	Year
Principal	Interest	SBH GB	Natures Way															
				31,788	6,500									90,358	402,671	898,102	3,947,738	2015
														77,235	358,298	658,398	4,606,136	2016
								50		219,804	700,000			70,171	1,266,270	(31,360)	4,574,775	2017
		200,000		2,440,082						143,755				65,362	3,124,679	(1,123,770)	3,451,006	2018
		200,000		2,707,607										65,721	3,246,591	(946,258)	2,504,748	2019
125,000	42,422	200,000		189,570				1,820,637				500,000		72,937	3,075,177	(519,521)	1,985,227	2020
130,000	35,450	200,000					1,036	275,247	174,842					80,165	1,022,091	1,877,648	3,862,875	2021
110,000	31,850	200,000	183,812	46,769									5,500,000	54,790	6,255,671	(2,673,675)	1,189,199	2022
100,000	28,700		298,343												565,799	3,035,979	4,225,178	2023
100,000	25,700		304,310												563,912	2,673,302	6,898,480	2024
110,000	22,000		310,396												570,405	2,741,467	9,639,947	2025
115,000	17,500		316,604												577,065	2,810,864	12,450,811	2026
790,000	203,622			5,384,028									5,500,000	576,738	21,028,629			Total
Projected TID Closure																		

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 12
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 12 City of Green Bay, Brown County, Wisconsin (hereinafter “District”) with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from TID 12 to TID 22 will be considered by the Common Council on the evening of August 30, 2022.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2022-03
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TWELVE
I-43 INDUSTRIAL PARK ("TID 12")**

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twelve (12) I-43 Industrial Park ("TID 12"), on September 6, 2005; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 I-43 Industrial Park ("TID 12"), to Tax Increment District Number Twenty-Two (22) Shipyard (TID 22") for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 12 are not changing with the proposed amendment; and

WHEREAS, on Thursday, June 23, 2022, the Joint Review Board ("JRB") of the City of Green Bay convened to discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, July 22, 2022, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Friday, July 22, 2022, and Friday July 29, 2022, published a notice of said public hearing in the City's official paper, the Press Times; and
3. On Friday, July 22, 2022, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, August 9, 2022, at 1:30 p.m., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 22 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 22 would require the delay of closing of TID 22; and
4. The mandatory termination date for TID 12 is September 6, 2025; and
5. The mandatory termination date for TID 22 is September 25, 2045; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 12 and TID 22, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 12 and TID 22; and
 - 8.1. The economic benefits of both TID 12 and TID 22, as measured by increased property value, employment, and income, are greater than the cost of the improvements identified in the respective Project Plans; and
 - 8.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
9. The TID 12 and TID 22 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in an amount not to exceed two million dollars (\$2,000,000.00), from TID 12 to TID 22, for the purposes of blight elimination and public infrastructure costs related to the implementation of Shipyard Phase I public improvements, which is consistent with the purpose for which TID 22 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.4

Consideration with possible action to adopt a Resolution extending TID Fourteen (14) North Broadway Corridor by three years.

BACKGROUND

Staff is proposing that TID 14 be extended three years to help recover lost revenue due to project delays related to the pandemic, and the increase in materials cost.

RECOMMENDATION

Approval of the extension resolution to allow for the extension of the maximum life of TID 14 to be extended by three (3) years.

FISCAL IMPACT

Staff has reviewed information provided by the developer that the extension of TID 14 will be required to meet the financial needs of the Fort at the Railyard project. Additional projects within TID 14 may be considered on a case by case basis.

ATTACHMENTS

- I. TID 14 RDA Resolution Extension Amendment 08092022



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2022-04
REGARDING A STANDARD EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER FOURTEEN (14),
THE RAIL YARD ("TID 14")**

August 9, 2022

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Fourteen (14) ("TID 14") on September 16, 2006; and

WHEREAS, prior to the mandatory termination date of September 16, 2033, TID 14 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

WHEREAS, Wis. Stats. §66.1105 permits the City to extend the life of a TID that has insufficient aggregate incremental property taxes for three (3) additional years, so long as all incremental property taxes from such additional years are used to cover outstanding project costs.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay approves the extension of the life of TID 14 for three additional years, until September 16, 2036, for the purposes of covering outstanding project costs, and is forwarding this extension for consideration and approval by the Common Council of the City of Green Bay.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.5

Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-four (24), Cherry Street, and adopt the Project Plan.

BACKGROUND

TID 24 is generally located in the area north of E. Walnut Street, south of Northland Ave, west of N. Adams Street, and east of N. Washington Street. TID 24 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

An initial project has been identified that will consist of a \$13 million project that will add 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. This TID is required to provide the financial assistance needed to make the project viable.

RECOMMENDATION

Staff recommends the approval of the Project Plan for the creation of TID 24 and the required creation resolution.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed TID, and has confirmed that the proposed TID 24 is financially viable.

ATTACHMENTS

1. Draft Project Plan.7.22.22 TID 24
2. TID 24 Project Plan Creation City Attorney Letter DRAFT 2022
3. TID 24 RDA Creation Resolution 08092022

July 22, 2022

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 24



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 23, 2022
Public Hearing Held:	August 1, 2022
Approval by Redevelopment Authority:	August 1, 2022
Adoption by Common Council:	August 30, 2022
Approval by the Joint Review Board:	TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 24 (the “District”) is a proposed Mixed Use District comprising approximately 3.54 acres located in downtown Green Bay (the “City”). The District will be created to pay the costs of development incentives and public infrastructure improvements needed to support the project being developed by 222 Cherry Street, LLC (the “Developer”). The project will comprise of adding five (5) stories with fifty-seven (57) market rate multi-family apartment units to the existing 10,000 square feet of single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project (the “Project”). In addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$11.9 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$10 million in development incentives, \$600 thousand in infrastructure and streetscape improvements, and \$1.3 million for administrative expenses and other costs.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$28.7 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 19 of its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. The City will require the Developer to pay the cost of and install public infrastructure to serve the District. Developer may also incur other costs to (re)develop property within the District that cannot be fully recovered through sale or rent while also generating market-appropriate investor returns. The City has evaluated a request from the Developer for Tax Incremental Financing (“TIF”) assistance and confirmed that the public investment is necessary, and that “but for” that investment, the related development will not occur. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the City to provide incentives in any specific amount. Incentive commitments will be set forth in development and subject to approval by the Common Council. To the extent City provides incentives, it expects to do so on a “pay as you go basis.”
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Project to provide employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

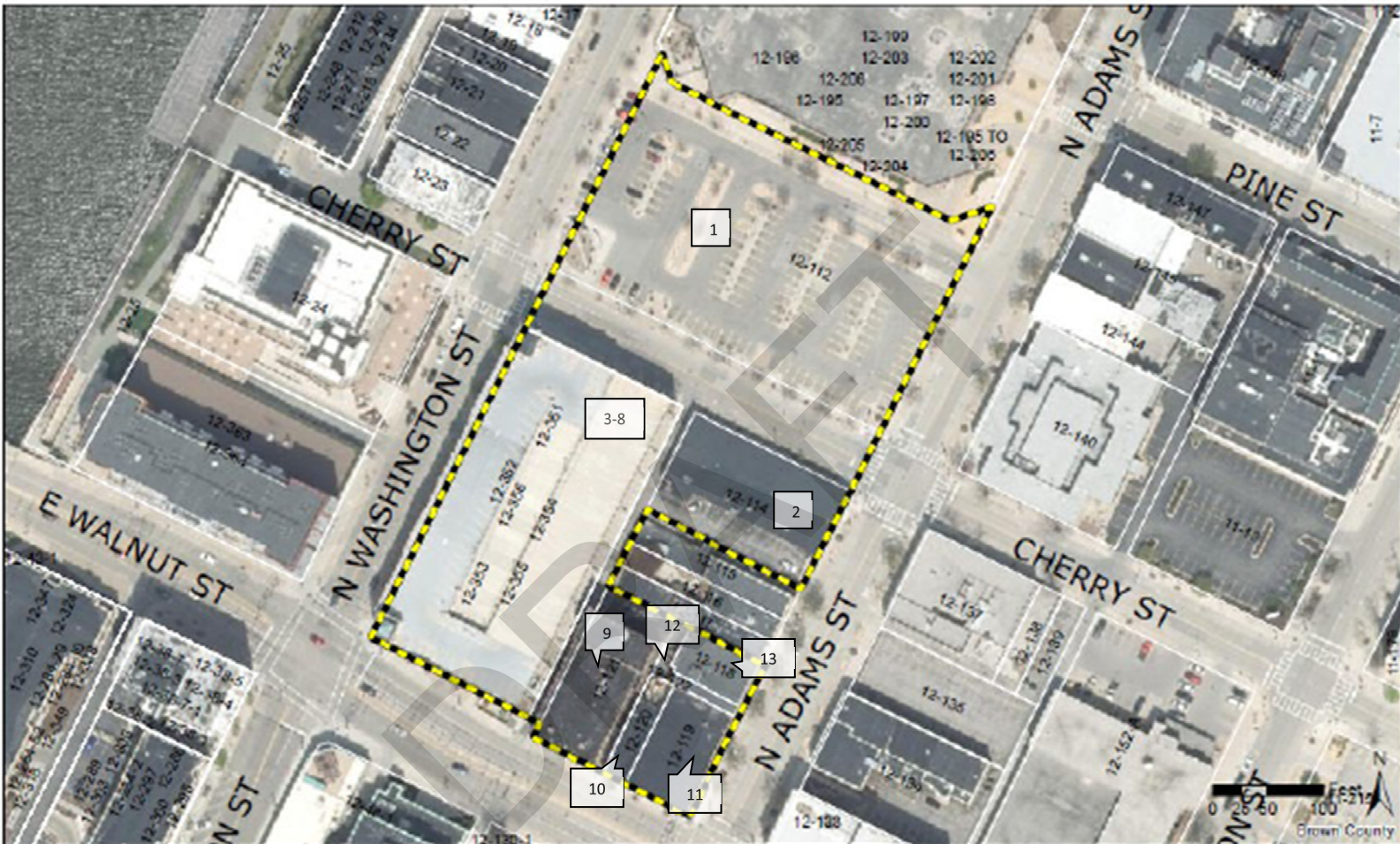
4. Not less than 50% by area of the real property within the District is suitable for mixed use development as defined by Wis. Stat. § 66.1105(2)(cm). Lands proposed for newly-platted residential development comprise no more than 35% of the real property area within the District. Costs related to newly-platted residential development may be incurred based on the proposed development having a density of at least three (3) units per acre as defined in Wis. Stat. § 66.1105(2)(f)3.a.
5. Based on the foregoing finding, the District is designated as a mixed-use district.
6. The Project Costs relate directly to promoting mixed use development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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 **TID 24: Cherry St Boundary**

 TID 24 Boundary

This is a compilation of records and data located in various City of Green Bay offices and it is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development, E.T. 02 Jun 2022. K:\Planning\Work Order Requests\2022\02.10 TID Cherry St.dwg



SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.

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Legend:

■ TID Boundary

Downtown Two (D2)

SECTION 4:

Preliminary Parcel List and Analysis

The District will include the parcels identified in the table included on this page. **All 3.535 acres to be located within the District are suitable for either residential development or commercial development.** None of the land in the District will be newly-platted residential development as there are existing residential structures, and there will be no reconfiguration of the parcels. The existing “D-2” zoning of the parcels allows for “a full range of high-intensity uses: retail, multifamily housing, offices, entertainment, and civic uses” per City Code 44-614(3).

Map Reference Number	Parcel Number	Address	Owner	Acres	Suitable Acres	
					Newly Platted Residential	Mixed-Use
1	12-112	221 CHERRY ST	GREEN BAY REDEVELOPMENT AUTHORITY	1.447	0.000	1.447
2	12-114	216 CHERRY ST	TAJ ENTERPRISES LLC	0.364	0.000	0.364
3	12-352	CHERRY ST	GREEN BAY CITY OF	1.160	0.000	1.160
4	12-356	N WASHINGTON ST	NICOLET NATIONAL BANK			
5	12-354	102 N WASHINGTON ST	7878 BIG SKY LLC			
6	12-351	202 CHERRY ST	GREEN BAY CITY OF			
7	12-353	211 E WALNUT ST	A&M FUTURES LLC			
8	12-355	126 N WASHINGTON ST	NICOLET NATIONAL BANK			
9	12-121	217 E WALNUT ST	VIC THEATRE GREEN BAY LLC	0.249	0.000	0.249
10	12-120	225 E WALNUT ST	LIZA RAE LLC	0.053	0.000	0.053
11	12-119	227 E WALNUT ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.152	0.000	0.152
12	12-122	101 N ADAMS ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.033	0.000	0.033
13	12-118	109 N ADAMS ST	GREEN BAY REDEVELOPMENT AUTHORITY	0.077	0.000	0.077
TOTALS				3.535	0.000	3.535

Percentage of TID Area Suitable for Mixed Use Development
Newly Platted Residential

100%
0%

Calculation of Estimated Base Value

Parcel	Assessed Value				Equalized Value			
	Land	Improvement	Personal	Total	Land	Improvement	Personal	Total
12-112	0	0	0	0	0	0	0	0
12-114	133,800	641,800	0	775,600	168,400	807,800	0	976,200
12-352	0	0	0	0	0	0	0	0
12-356	5,700	0	0	5,700	7,200	0	0	7,200
12-354	87,700	704,200	0	791,900	110,400	886,300	0	996,700
12-351	0	0	0	0	0	0	0	0
12-353	53,800	293,600	0	347,400	67,700	369,500	0	437,200
12-355	44,100	95,700	0	139,800	55,500	120,500	0	176,000
12-121	91,600	190,300	0	281,900	115,300	239,500	0	354,800
12-120	19,600	199,600	0	219,200	24,700	251,200	0	275,900
12-119	0	0	0	0	0	0	0	0
12-122	0	0	0	0	0	0	0	0
12-118	0	0	0	0	0	0	0	0
TOTALS	436,300	2,125,200	0	2,561,500	549,200	2,674,800	0	3,224,000

Valuations listed reflect January 1, 2021 assessed values converted to equalized value using the January 1, 2021 aggregate ratios published by the Wisconsin Department of Revenue for the City.

Actual District base value will be certified using January 1, 2022 valuations which are not yet available. Any increases in valuation occurring after January 1, 2022 will generate incremental value.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the incremental value of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2021)	\$ 8,051,247,100
TID Valuation Limit @ 12% of Above Value	\$ 966,149,652

Calculation of Value Subject to Limit

Estimated Base Value of New District	\$ 3,224,000
Incremental Value of Existing Districts (Jan. 1, 2021)	\$ 590,452,600
Total Value Subject to 12% Valuation Limit	\$ 593,676,600

The equalized value of the increment of existing tax incremental districts within the City, plus the estimated base value of the District, totals \$593,676,600, which is 7.37% of the City's total equalized value. This value is less than the maximum of \$966,149,652 (12%) in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will

make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee

salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

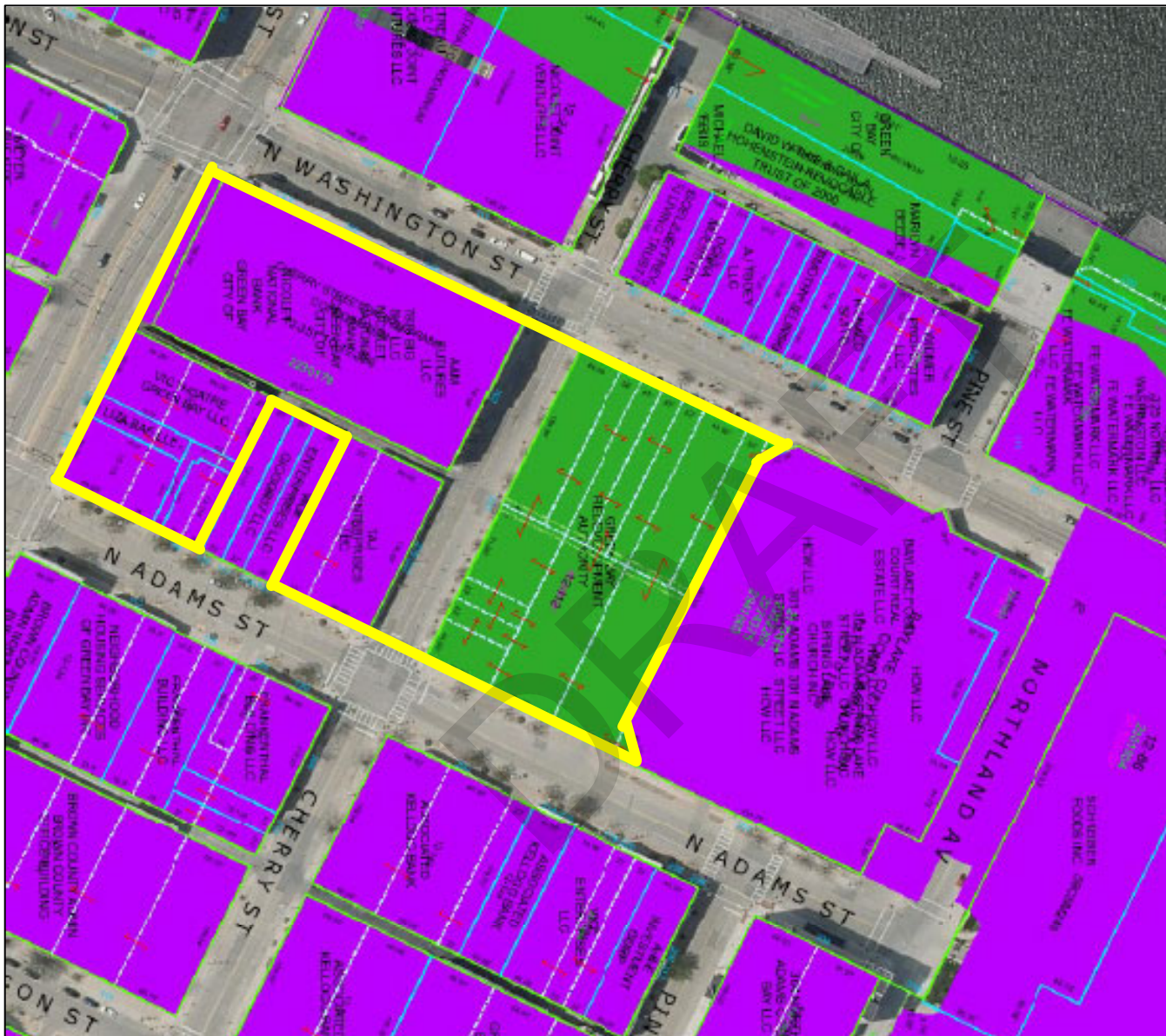
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SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

DRAFT



Legend:

- TID Boundary
- Downtown
- Park or Public Use

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Green Bay, Wisconsin			
Tax Increment District No. 24			
Estimated Project List ¹			
Project ID	Project Name/Type	Est. Cost	Est. Timing
1	Developer Incentive ("Pay As You Go")		
1a.	222 Cherry Street	4,500,000	2025-2043
1b.	221 Cherry Street	5,000,000	2025-2043
1c.	217 E Walnut, 227 E Walnut, 101 N Adams	500,000	2025-2043
2	Cherry Street Parking Ramp Improvements	250,000	2023
3	Streetscape Improvements	250,000	2023
4	Public Art	100,000	2023
5	Administrative	1,284,000	2022-2043
Total Projects		11,884,000	
Notes:			
1) Per information provided by City officials on June 30, 2022. Project costs are estimates and are subject to modification.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the City plans to make are expected to create \$28.7 million in incremental value by January 1, 2024. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$21.16 per thousand of equalized value, and 1.00% economic appreciation, the Project would generate \$12.6 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of Green Bay, Wisconsin
Tax Increment District No. 24
Development Assumptions¹

Construction Year		Phase I	Annual Total	Construction Year	
1	2022		0	2022	1
2	2023	28,700,000	28,700,000	2023	2
3	2024		0	2024	3
4	2025		0	2025	4
5	2026		0	2026	5
6	2027		0	2027	6
7	2028		0	2028	7
8	2029		0	2029	8
9	2030		0	2030	9
10	2031		0	2031	10
11	2032		0	2032	11
12	2033		0	2033	12
13	2034		0	2034	13
14	2035		0	2035	14
15	2036		0	2036	15
16	2037		0	2037	16
17	2038		0	2038	17
18	2039		0	2039	18
19	2040		0	2040	19
20	2041		0	2041	20
Totals		<u>28,700,000</u>	<u>28,700,000</u>		

Notes:

1) Per information provided by City officials on June 30, 2022.

Table 2 – Tax Increment Projection Worksheet

City of Green Bay, Wisconsin

Tax Increment District No. 24

Tax Increment Projection Worksheet¹

Type of District	Mixed Use	Base Value	3,224,000
District Creation Date	August 30, 2022	Appreciation Factor	1.00%
Valuation Date	Jan 1, 2022	Base Tax Rate	\$21.16
Max Life (Years)	20	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	15 8/30/2037		
Revenue Periods/Final Year	20 2043		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.50%
Eligible Recipient District	No	Taxable Discount Rate	5.00%

Construction		Valuation		Inflation	Total	Revenue	Tax	
Year	Value Added	Year	Increment	Increment	Increment	Year	Tax Rate	Increment
1 2022	0	2023	0	0	0	2024	\$21.16	0
2 2023	28,700,000	2024	0	28,700,000	28,700,000	2025	\$21.16	607,345
3 2024	0	2025	287,000	28,987,000	28,987,000	2026	\$21.16	613,418
4 2025	0	2026	289,870	29,276,870	29,276,870	2027	\$21.16	619,552
5 2026	0	2027	292,769	29,569,639	29,569,639	2028	\$21.16	625,748
6 2027	0	2028	295,696	29,865,335	29,865,335	2029	\$21.16	632,005
7 2028	0	2029	298,653	30,163,988	30,163,988	2030	\$21.16	638,325
8 2029	0	2030	301,640	30,465,628	30,465,628	2031	\$21.16	644,709
9 2030	0	2031	304,656	30,770,285	30,770,285	2032	\$21.16	651,156
10 2031	0	2032	307,703	31,077,987	31,077,987	2033	\$21.16	657,667
11 2032	0	2033	310,780	31,388,767	31,388,767	2034	\$21.16	664,244
12 2033	0	2034	313,888	31,702,655	31,702,655	2035	\$21.16	670,886
13 2034	0	2035	317,027	32,019,682	32,019,682	2036	\$21.16	677,595
14 2035	0	2036	320,197	32,339,878	32,339,878	2037	\$21.16	684,371
15 2036	0	2037	323,399	32,663,277	32,663,277	2038	\$21.16	691,215
16 2037	0	2038	326,633	32,989,910	32,989,910	2039	\$21.16	698,127
17 2038	0	2039	329,899	33,319,809	33,319,809	2040	\$21.16	705,108
18 2039	0	2040	333,198	33,653,007	33,653,007	2041	\$21.16	712,159
19 2040	0	2041	336,530	33,989,537	33,989,537	2042	\$21.16	719,281
20 2041	0	2042	339,895	34,329,433	34,329,433	2043	\$21.16	726,474
Totals		28,700,000		5,629,433		Future Value of Increment		12,639,386

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Financing and Implementation

The District's primary expenditures will be development incentives. Incentives will be paid on a "pay as you go" basis from the tax increment generated by the Project and may be structured in one or more phases. Payments will be made from and strictly limited to the tax increments generated by the District. The incentives are not considered City debt nor will the City appropriate funds to make incentive payments from any other sources aside from the tax increment generated by the District.

The City will also incur certain costs to construct infrastructure and streetscape improvements and to create and administer the District. Costs incurred by the City prior to availability of tax increments will be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2042 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 – Cash Flow

City of Green Bay, Wisconsin																
Tax Increment District No. 24																
Cash Flow Projection																
Year	Projected Revenues			Expenditures									Balances			Year
	Tax Increments	Transfers In	Total Revenues	Municipal Revenue Obligation (MRO) ¹	Municipal Revenue Obligation (MRO) ²	Municipal Revenue Obligation (MRO) ³	Cherry Street Parking Ramp Improvements	Streetscape Improvements	Public Art	Reimbursement to City Funds ⁴	Admin.	Total Expenditures	Annual	Cumulative	Incentive Outstanding	
2022		20,000	20,000								20,000	20,000	0	0		2022
2023		600,000	600,000				250,000	250,000	100,000			600,000	0	0	10,000,000	2023
2024	0		0									0	0	0	10,000,000	2024
2025	607,345		607,345	218,600	242,900	24,300				60,700	60,700	607,200	145	145	9,514,200	2025
2026	613,418		613,418	220,800	245,400	24,500				61,300	61,300	613,300	118	263	9,023,500	2026
2027	619,552		619,552	223,000	247,800	24,800				62,000	62,000	619,600	(48)	215	8,527,900	2027
2028	625,748		625,748	225,300	250,300	25,000				62,600	62,600	625,800	(52)	163	8,027,300	2028
2029	632,005		632,005	227,500	252,800	25,300				63,200	63,200	632,000	5	168	7,521,700	2029
2030	638,325		638,325	229,800	255,300	25,500				63,800	63,800	638,200	125	294	7,011,100	2030
2031	644,709		644,709	232,100	257,900	25,800				64,500	64,500	644,800	(91)	202	6,495,300	2031
2032	651,156		651,156	234,400	260,500	26,000				65,100	65,100	651,100	56	258	5,974,400	2032
2033	657,667		657,667	236,800	263,100	26,300				65,800	65,800	657,800	(133)	125	5,448,200	2033
2034	664,244		664,244	239,100	265,700	26,600				51,000	66,400	648,800	15,444	15,569	4,916,800	2034
2035	670,886		670,886	241,500	268,400	26,800					67,100	603,800	67,086	82,655	4,380,100	2035
2036	677,595		677,595	243,900	271,000	27,100					67,800	609,800	67,795	150,451	3,838,100	2036
2037	684,371		684,371	246,400	273,700	27,400					68,400	615,900	68,471	218,922	3,290,600	2037
2038	691,215		691,215	248,800	276,500	27,600					69,100	622,000	69,215	288,137	2,737,700	2038
2039	698,127		698,127	251,300	279,300	27,900					69,800	628,300	69,827	357,964	2,179,200	2039
2040	705,108		705,108	253,800	282,000	28,200					70,500	634,500	70,608	428,572	1,615,200	2040
2041	712,159		712,159	256,400	284,900	28,500					71,200	641,000	71,159	499,731	1,045,400	2041
2042	719,281		719,281	258,900	287,700	28,800					71,900	647,300	71,981	571,712	470,000	2042
2043	726,474		726,474	211,600	234,800	23,600					72,600	542,600	183,874	755,586	0	2043
Total	12,639,386	620,000	13,259,386	4,500,000	5,000,000	500,000	250,000	250,000	100,000	620,000	1,283,800	12,503,800				Total
Notes:													Projected TID Closure			
1) Assumes 80% of the annual tax increment is reimbursed to the Developer of 222 Cherry Street up to a total of \$4,500,000. Assumes reimbursements are allocated based on total incentive amount.																
2) Assumes 80% of the annual tax increment is reimbursed to the Developer of 221 Cherry Street up to a total of \$5,000,000. Assumes reimbursements are allocated based on total incentive amount.																
3) Assumes 80% of the annual tax increment is reimbursed to the Developer of 217 E Walnut, 227 E Walnut, 101 N Adams up to a total of \$500,000. Assumes reimbursements are allocated based on total incentive amount.																
4) Assumes 10% of annual tax increment is reimbursed to City funds for the initial capital outlay for City costs.																

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed-use development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by creating opportunities for mixed use development, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as providing employment opportunities, increased income and sales tax collection, increased retail and commercial activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

SAMPLE

Mayor
City of Green Bay
100 N Jefferson St
Green Bay, Wisconsin 54301

RE: Project Plan for Tax Incremental District No. 24

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 24 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2021 levy year.

Revenue Year	Green Bay Metro		School District of		Northeast Wisconsin Technical College		Total	Revenue Year
	Brown County	Sewer District	City of Green Bay	Green Bay Area	Green Bay			
2024	0	0	0	0	0	0	0	2024
2025	103,763	0	223,361	259,028	21,192	607,345		2025
2026	104,801	0	225,595	261,619	21,404	613,418		2026
2027	105,849	0	227,851	264,235	21,618	619,552		2027
2028	106,908	0	230,129	266,877	21,834	625,748		2028
2029	107,977	0	232,430	269,546	22,052	632,005		2029
2030	109,056	0	234,755	272,242	22,273	638,325		2030
2031	110,147	0	237,102	274,964	22,495	644,709		2031
2032	111,248	0	239,473	277,714	22,720	651,156		2032
2033	112,361	0	241,868	280,491	22,947	657,667		2033
2034	113,485	0	244,287	283,296	23,177	664,244		2034
2035	114,619	0	246,730	286,129	23,409	670,886		2035
2036	115,766	0	249,197	288,990	23,643	677,595		2036
2037	116,923	0	251,689	291,880	23,879	684,371		2037
2038	118,092	0	254,206	294,799	24,118	691,215		2038
2039	119,273	0	256,748	297,747	24,359	698,127		2039
2040	120,466	0	259,315	300,724	24,603	705,108		2040
2041	121,671	0	261,909	303,731	24,849	712,159		2041
2042	122,887	0	264,528	306,769	25,097	719,281		2042
2043	124,116	0	267,173	309,836	25,348	726,474		2043
Totals	2,159,409	0	4,648,345	5,390,615	441,017	12,639,386		

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 24
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for the creation of Tax Increment District No. 24 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the project plan will be considered by the Common Council on the evening of August 30, 2022.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 22-__
ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN
FOR TAX INCREMENT DISTRICT NUMBER TWENTY-FOUR (24)
CHERRY STREET ("TID 24")

August 9, 2022

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 24 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the REDEVELOPMENT AUTHORITY of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 24 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.6

Consideration with possible action to adopt a Creation Resolution to establish TID Number Twenty-five (25), Grandview Industrial Park, and adopt the Project Plan.

BACKGROUND

TID 25 is generally located in the area east of Erie Road, south of E. Mason Street, west of S. Northview Road, and north of Padi-Wood Lane, plus a portion east of S. Grandview Road, north of Finger Road, and west of S. Northview Road. TID 25 will be classified as a mixed-use district based on the identification and classification of the property proposed to be included within the TID. Proposed projects include cash grants and loans to owners, lessees, or developers of property within the TID; road, pedestrian, bicycle, and other transportation improvements; potable water, sanitary sewer, and storm water infrastructure; environmentally sustainable infrastructure, public spaces and amenities; land acquisition, environmental remediation, structural rehabilitation, and new construction; and administration. The proposed costs include projects within the proposed boundary and within a one-half (1/2) mile radius of the proposed boundary of the TID.

An initial project has been identified that will include a \$35 million industrial project that consists of a 220,000 s.f. food processing facility. This project will serve as the initial anchor tenant for the newly created Grandview Industrial Park. TID 25 is necessary to provide financial assistance and public infrastructure to make this project and future projects viable.

RECOMMENDATION

Staff recommends the approval of the Project Plan for the creation of TID 25, and the required creation resolution.

FISCAL IMPACT

The City has contracted with Ehler's to provide the fiscal analysis confirming the financial viability of the proposed TID, and has confirmed that the proposed TID 25 is financially viable.

ATTACHMENTS

1. Draft Project Plan.7.22.22 TID 25
2. TID 25 Project Plan Creation City Attorney Letter DRAFT 2022
3. TID 25 RDA Creation Resolution 08092022

July 22, 2022

PROJECT PLAN

City of Green Bay, Wisconsin

Tax Incremental District No. 25



Prepared by:

Ehlers

N21W23350 Ridgeview Parkway West,

Suite 100

Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held:	June 23, 2022
Public Hearing Held:	August 1, 2022
Approval by Redevelopment Authority:	August 1, 2022
Adoption by Common Council:	August 30, 2022
Approval by the Joint Review Board:	TBD

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SECTION 1:

Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 25 (“District”) is a proposed Industrial District comprising approximately 208.76 acres located in the eastern part of the City. The District will be created to pay the costs of development incentives and public infrastructure improvements needed to promote industrial development in the area (the “Projects”) including the project to be developed by CMC 3731 Finger Road, LLC (the “Developer”). In addition to the incremental property value that will be created, the City expects the Projects to provide employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

AUTHORITY

The City is creating the District under the provisions of Wis. Stat. § 66.1105.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The City anticipates making total expenditures of approximately \$17.1 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$6 million in development incentives, \$10 million in public infrastructure costs, \$100 thousand for public art, and \$1 million thousand for administrative expenses and other costs. The \$3 million of development incentives for “Future Industrial Development” is an estimate only for potential future development. The amount of any developer incentive will be established in applicable development agreements and may vary from the estimates included in this Plan.

INCREMENTAL VALUATION

The City projects that new land and improvements value of approximately \$65 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 19 of its allowable 20 years.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City, due to the substantial investment needed to provide the public infrastructure necessary to allow for development within the District. The City expects to receive one or more requests for tax incremental financing (“TIF”) assistance. As requests are submitted, the City will evaluate each to confirm that the public investment is necessary, and that “but for” that investment, the related development will not occur. The development incentives included in this Plan are for purposes of confirming economic feasibility only and do not reflect a commitment by the City to provide incentives in any specific amount. Incentive commitments will be set forth in development agreements for individual phases and subject to approval by the Common Council. To the extent City provides incentives, it expects to do so on a “pay as you go basis.” Absent the use of tax incremental financing, the City is unable to fully fund costs outlined in this Project Plan.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that in addition to the incremental property value that will be created, the City expects the Projects to provide employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Projects.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites as defined by Wis. Stat. § 66.1101, and has been zoned for industrial use. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of creation of the District will remain zoned for industrial use for the life of the District.
5. Based on the foregoing finding, the District is designated as an industrial district.
6. The Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.

SECTION 2:

Preliminary Map of Proposed District Boundary

Map Found on Following Page.

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TID 25: Grandview Industrial Park Boundary



TID 25 Boundary

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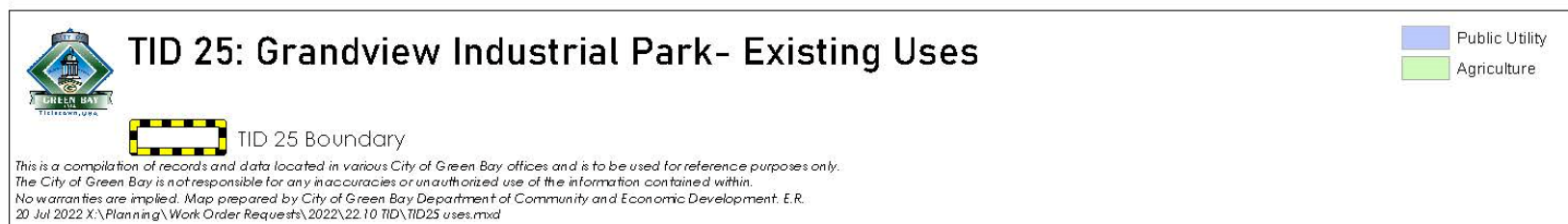


SECTION 3:

Map Showing Existing Uses and Conditions

Map Found on Following Page.

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SECTION 4:

Preliminary Parcel List and Analysis

The District will include the parcels identified in the table included on this page. All 208.758 acres to be located within the District are zoned and suitable for industrial sites as defined by Wis. Stat. § 66.1101.

Map Reference Number	Parcel Number	Address	Owner	Acres	Suitable Acres
					Industrial
1	21-199-2	911 ERIE RD	JOHN J BUNKER, ETAL	2.561	2.561
2	21-199	ARLINE LN	PIERQUET FAMILY LTD PARTNERSHIP ET AL	35.875	35.875
3	21-195	O E MASON ST	PIERQUET FAMILY LTD PARTNERSHIP ET AL	16.022	16.022
4	21-195-2	720 S GRANDVIEW RD BLK	PIERQUET ROSELLA REVOCABLE TRUST	1.479	1.479
5	21-201	O PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ET AL	28.355	28.355
6	21-200	1020 S GRANDVIEW RD	STUART E FRANKOW	8.508	8.508
7	21-189	3714 E MASON ST	CITY OF GREEN BAY	4.117	4.117
8	21-189-1	3760 E MASON ST	CITY OF GREEN BAY	3.093	3.093
9	21-190	O S GRANDVIEW RD	RENTMEESTER ANTOINETTE L REVOCABLE TRUST	26.246	26.246
10	21-192	909 S GRANDVIEW RD	RENTMEESTER ANTOINETTE L REVOCABLE TRUST	29.494	29.494
11	21-22	3731 FINGER RD	CITY OF GREEN BAY	23.010	23.010
12	21-22-1	641 S GRANDVIEW RD	CITY OF GREEN BAY	2.351	2.351
13	21-19-1	O S NORTHVIEW RD	RRL LAND LLC	10.000	10.000
14	21-24	3731 FINGER RD	CITY OF GREEN BAY	17.647	17.647
TOTALS				208.758	208.758

Percentage of TID Area Suitable for Industrial Development

100%

Calculation of Estimated Base Value

Parcel	Assessed Value				Equalized Value			
	Land	Improvement	Personal	Total	Land	Improvement	Personal	Total
21-199-2*	79,000	0	0	79,000	99,400	0	0	99,400
21-199*	6,400	0	0	6,400	8,100	0	0	8,100
21-195*	2,000	0	0	2,000	2,500	0	0	2,500
21-195-2*	300	0	0	300	400	0	0	400
21-201*	5,100	0	0	5,100	6,400	0	0	6,400
21-200*	47,400	121,700	0	169,100	59,200	153,200	0	212,400
21-189*	0	0	0	0	0	0	0	0
21-189-1*	0	0	0	0	0	0	0	0
21-190*	4,700	0	0	4,700	5,900	0	0	5,900
21-192*	55,000	70,900	0	125,900	62,900	89,200	0	152,100
21-22*	0	0	0	0	0	0	0	0
21-22-1*	0	0	0	0	0	0	0	0
21-19-1	1,800	0	0	1,800	2,300	0	0	2,300
21-24*	0	0	0	0	0	0	0	0
TOTALS	201,700	192,600	0	394,300	247,100	242,400	0	489,500

Valuations listed reflect January 1, 2021 assessed values converted to equalized value using the January 1, 2021 aggregate ratios published by the Wisconsin Department of Revenue for the City.

Actual District base value will be certified using January 1, 2022 valuations which are not yet available. Any increases in valuation occurring after January 1, 2022 will generate incremental value.

*Parcels are currently in TID 12.

SECTION 5:

Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the incremental value of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

Calculation of City Equalized Value Limit

City TID IN Equalized Value (Jan. 1, 2021)	\$ 8,051,247,100
TID Valuation Limit @ 12% of Above Value	\$ 966,149,652

Calculation of Value Subject to Limit

Estimated Base Value of New District	\$ 489,500
Incremental Value of Existing Districts (Jan. 1, 2021)	\$ 590,452,600
Less Value of Underlying TID Parcels (TID 12)	\$ 487,200
Total Value Subject to 12% Valuation Limit	\$ 590,454,900

The equalized value of the increment of existing tax incremental districts within the City, plus the estimated base value of the District, less the value of the underlying TID 12 parcels, totals \$490,454,900, which is 7.33% of the City's total equalized value. This value is less than the maximum of \$966,149,652 (12%) in equalized value that is permitted for the City. Following creation of the District, its base value is no longer counted towards the 12% limit, however, any incremental increase in value will be included in the calculation for creation of subsequent districts, or where territory is being added to an existing district.

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the City expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as

defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program (Development Incentives)

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to improve Erie Road, E Mason Street, S Grandview Road, and Finger Road, portions of which will be located outside of the District boundaries. In addition, the City will undertake stormwater and sanitary sewer improvements that may be partially located outside of the District boundaries.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural;

environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

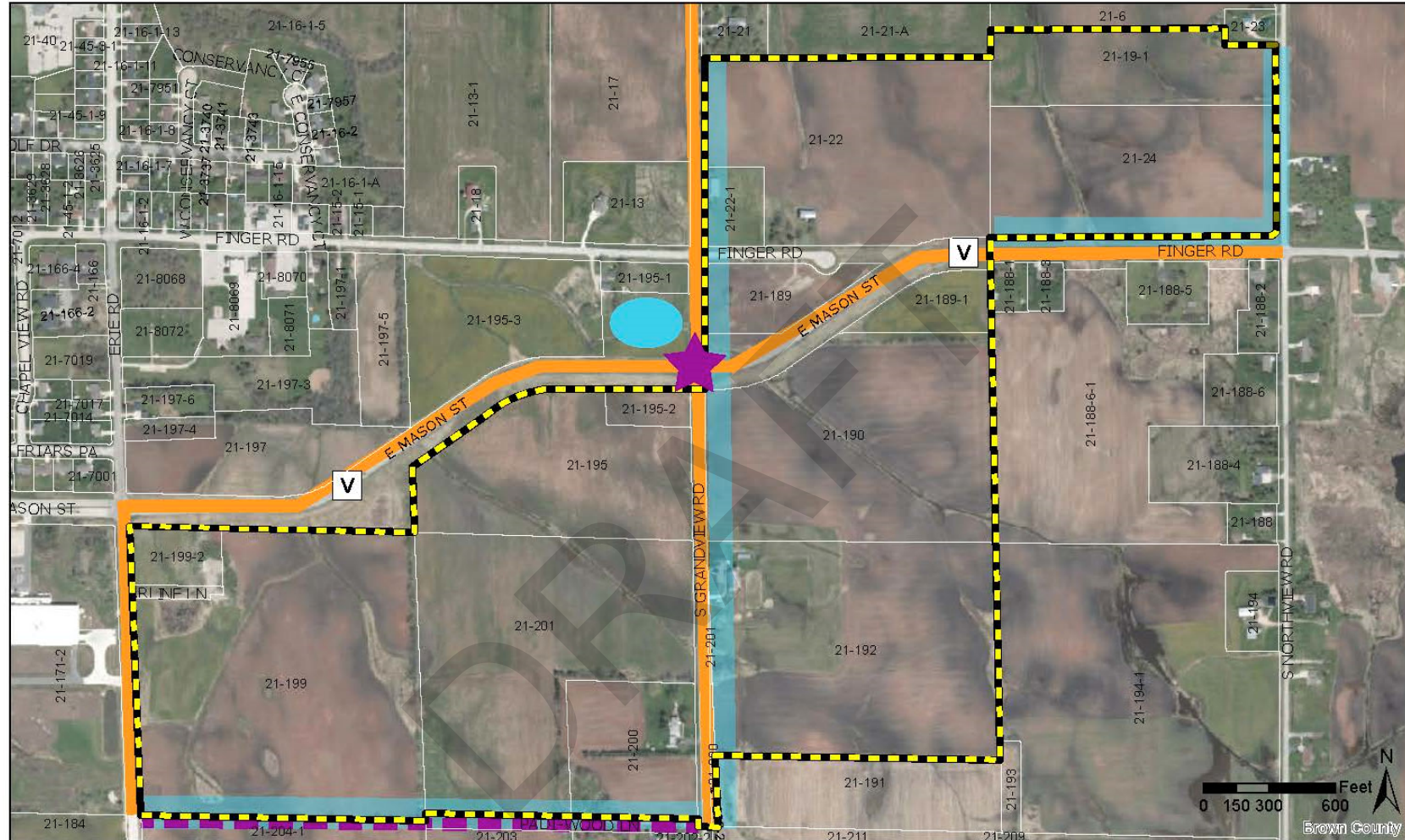
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SECTION 7:

Map Showing Proposed Improvements and Uses

Map Found on Following Page.

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TID 25: Grandview Industrial Park- Proposed Improvements



TID 25 Boundary

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- New Storm and Sanitary Sewers
- Regional Stormwater
- ★ Intersection Improvements
- Street Reconstruction
- - - New Street Construction

SECTION 8:

Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Green Bay, Wisconsin			
Tax Increment District No. 25			
Estimated Project List ¹			
Project ID	Project Name/Type	Est. Cost	Est. Timing
1	Developer Incentive ("Pay As You Go")		
1a.	3731 Finger Road	3,000,000	2025-2043
1b.	Future Industrial Development ²	3,000,000	2025-2043
2	Public Infrastructure	10,000,000	2023-2043
3	Public Art	100,000	2023
4	Administrative	1,000,000	2022-2043
Total Projects		<u>17,100,000</u>	
Notes:			
1) Per information provided by City officials on June 30, 2022. Project costs are estimates and are subject to modification.			
2) The amount of any incentive to be provided will be established in applicable development agreements.			

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

Project Costs the City plans to make are expected to create \$65 million in incremental value by January 1, 2036. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$21.16 per thousand of equalized value, and 1.00% economic appreciation, the Project would generate \$23.5 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

City of Green Bay, Wisconsin Tax Increment District No. 25 Development Assumptions ¹					
Construction Year		3731 Finger Road	Future Industrial Development ²	Annual Total	Construction Year
1	2022			0	2022 1
2	2023	35,000,000		35,000,000	2023 2
3	2024			0	2024 3
4	2025		5,000,000	5,000,000	2025 4
5	2026			0	2026 5
6	2027		5,000,000	5,000,000	2027 6
7	2028			0	2028 7
8	2029		5,000,000	5,000,000	2029 8
9	2030			0	2030 9
10	2031		5,000,000	5,000,000	2031 10
11	2032			0	2032 11
12	2033		5,000,000	5,000,000	2033 12
13	2034			0	2034 13
14	2035		5,000,000	5,000,000	2035 14
15	2036			0	2036 15
16	2037			0	2037 16
17	2038			0	2038 17
18	2039			0	2039 18
19	2040			0	2040 19
20	2041			0	2041 20
Totals		<u>35,000,000</u>	<u>30,000,000</u>	<u>65,000,000</u>	
Notes: 1) Per information provided by City officials on June 30, 2022. 2) The Future Industrial Development is assumed for projection purposes only.					

Table 2 – Tax Increment Projection Worksheet

City of Green Bay, Wisconsin									
Tax Increment District No. 25									
Tax Increment Projection Worksheet ¹									
Type of District	Industrial				Base Value	489,500			
District Creation Date	August 30, 2022				Appreciation Factor	1.00%			
Valuation Date	Jan 1,	2022			Base Tax Rate	\$21.16			
Max Life (Years)	20				Rate Adjustment Factor	0.00%			
Expenditure Period/Termination	15	8/30/2037							
Revenue Periods/Final Year	20	2043							
Extension Eligibility/Years	Yes	3			Tax Exempt Discount Rate	3.50%			
Eligible Recipient District	No				Taxable Discount Rate	5.00%			

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2022	0	2023	0	0	2024	\$21.16	0
2	2023	35,000,000	2024	0	35,000,000	2025	\$21.16	740,664
3	2024	0	2025	350,000	35,350,000	2026	\$21.16	748,071
4	2025	5,000,000	2026	353,500	40,703,500	2027	\$21.16	861,361
5	2026	0	2027	407,035	41,110,535	2028	\$21.16	869,974
6	2027	5,000,000	2028	411,105	46,521,640	2029	\$21.16	984,483
7	2028	0	2029	465,216	46,986,857	2030	\$21.16	994,328
8	2029	5,000,000	2030	469,869	52,456,725	2031	\$21.16	1,110,081
9	2030	0	2031	524,567	52,981,293	2032	\$21.16	1,121,181
10	2031	5,000,000	2032	529,813	58,511,105	2033	\$21.16	1,238,202
11	2032	0	2033	585,111	59,096,217	2034	\$21.16	1,250,584
12	2033	5,000,000	2034	590,962	64,687,179	2035	\$21.16	1,368,899
13	2034	0	2035	646,872	65,334,051	2036	\$21.16	1,382,588
14	2035	5,000,000	2036	653,341	70,987,391	2037	\$21.16	1,502,223
15	2036	0	2037	709,874	71,697,265	2038	\$21.16	1,517,246
16	2037	0	2038	716,973	72,414,238	2039	\$21.16	1,532,418
17	2038	0	2039	724,142	73,138,380	2040	\$21.16	1,547,742
18	2039	0	2040	731,384	73,869,764	2041	\$21.16	1,563,220
19	2040	0	2041	738,698	74,608,461	2042	\$21.16	1,578,852
20	2041	0	2042	746,085	75,354,546	2043	\$21.16	1,594,640
Totals		65,000,000		10,354,546		Future Value of Increment		23,506,760

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Financing and Implementation

Implementation of the Plan will require the buildout of public infrastructure (water, sanitary sewer, stormwater management, sidewalks, streets, etc.) to service the District. The City will finance the cost of that extension through issuance of tax-exempt General Obligation Bonds with debt service to be paid from the tax increment generated by the Projects. Cost of issuance will be paid from bond proceeds, and any interest due prior to the availability of tax increment will be capitalized.

Development incentives will be paid on a “pay as you go” basis from the tax increment generated by the Project and may be structured in one or more phases. Payments will be made from and strictly limited to the tax increments generated by the District. The incentives are not considered City debt nor will the City appropriate funds to make incentive payments from any other sources aside from the tax increment generated by the District. To the extent incremental revenues are less than projected, the full amount of the development incentive may not ultimately be paid.

The City will also incur certain costs to create and administer the District. Costs incurred by the City prior to availability of tax increments may be paid from other funds of the City to be reimbursed. Once tax increments are collected, these costs will be paid from annual District revenue.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is projected to accumulate sufficient funds by the year 2042 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 – Cash Flow

City of Green Bay, Wisconsin																		
Tax Increment District No. 25																		
Cash Flow Projection																		
Year	Projected Revenues				Expenditures									Balances			Year	
	Tax Increments	Sale of Land	Bond Project Proceeds	Total Revenues	Municipal Revenue Obligation (MRO) ¹	G.O. Bond 10,165,000 Dated Date: 04/15/25			Municipal Revenue Obligation (MRO) ³	Bond Issuance			Total Expenditures	Annual	Cumulative	Principal/ Incentive Outstanding		
						Principal	Est. Rate ²	Interest		Public Infrastructure	Public Art	Costs						Admin.
2022		481,200		481,200								20,000	20,000	461,200	461,200	3,000,000	2022	
2023				0								22,425	22,425	(22,425)	438,775	13,165,000	2023	
2024	0			0								24,850	24,850	(24,850)	413,925	13,165,000	2024	
2025	740,664		10,214,000	10,954,664	148,100					10,000,000	100,000	211,913	27,275	10,487,288	467,377	881,302	13,016,900	2025
2026	748,071			748,071	149,600		3.02%	609,762					29,700	789,062	(40,991)	840,311	15,867,300	2026
2027	861,361			861,361	151,100	220,000	3.30%	413,698	42,300				32,125	859,223	2,138	842,449	15,453,900	2027
2028	869,974			869,974	152,600	230,000	3.45%	406,100	42,700				34,550	865,950	4,024	846,473	15,028,600	2028
2029	984,483			984,483	154,100	310,000	3.52%	396,677	85,500				36,975	983,252	1,232	847,705	14,479,000	2029
2030	994,328			994,328	155,700	325,000	3.61%	385,354	86,400				39,400	991,854	2,474	850,179	13,911,900	2030
2031	1,110,081			1,110,081	157,200	405,000	3.69%	372,016	129,500				41,825	1,105,541	4,540	854,719	13,220,200	2031
2032	1,121,181			1,121,181	158,800	430,000	3.83%	356,309	130,800				44,250	1,120,159	1,022	855,741	12,500,600	2032
2033	1,238,202			1,238,202	160,400	515,000	3.92%	337,981	174,500				46,675	1,234,556	3,647	859,388	11,650,700	2033
2034	1,250,584			1,250,584	162,000	545,000	3.98%	317,041	176,200				49,100	1,249,341	1,243	860,631	10,767,500	2034
2035	1,368,899			1,368,899	163,600	640,000	4.05%	293,236	220,300				51,525	1,368,661	239	860,870	9,743,600	2035
2036	1,382,588			1,382,588	165,300	670,000	4.11%	266,507	222,500				53,950	1,378,257	4,331	865,202	8,685,800	2036
2037	1,502,223			1,502,223	166,900	735,000	4.16%	237,451	267,000				56,375	1,462,726	39,498	904,700	7,516,900	2037
2038	1,517,246			1,517,246	168,600	765,000	4.22%	206,021	269,700				58,800	1,468,121	49,125	953,824	6,313,600	2038
2039	1,532,418			1,532,418	170,300	800,000	4.28%	172,760	272,400				61,225	1,476,685	55,734	1,009,558	5,070,900	2039
2040	1,547,742			1,547,742	172,000	835,000	4.32%	137,604	275,100				63,650	1,483,354	64,389	1,073,947	3,788,800	2040
2041	1,563,220			1,563,220	173,700	875,000	4.35%	100,536	277,900				66,075	1,493,211	70,009	1,143,955	2,462,200	2041
2042	1,578,852			1,578,852	175,400	910,000	4.36%	61,667	280,700				68,500	1,496,267	82,585	1,226,540	1,096,100	2042
2043	1,594,640			1,594,640	94,600	955,000	4.38%	20,915	46,500				70,750	1,187,765	406,876	1,633,416	0	2043
Total	23,506,760	481,200	10,214,000	34,201,960	3,000,000	10,165,000		5,091,631	3,000,000	10,000,000	100,000	211,913	1,000,000	32,568,544				Total
Notes:															Projected TID Closure			
1) Assumes 20% of the annual tax increment from the 3731 Finger Road development is reimbursed to the Developer up to a total of \$3,000,000.																		
2) Estimated rates are July 8, 2022 BVAL plus 1.50%.																		
3) Assumes 40% of the annual tax increment from the Future Industrial Development is reimbursed to the developer(s) up to a total of \$3,000,000. Incentive amounts shown are included for purposes of establishing economic feasibility only. The amount of any incentive to be provided will be established in applicable development agreements and may vary from the estimates.																		

SECTION 10:

Annexed Property

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the property within the proposed District boundary was annexed during the past three years.

SECTION 11:

Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:

How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in this Plan will promote the orderly development of the City by creating new industrial sites, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as employment opportunities, increased income and sales tax collection, manufacturing activity, and other benefits to the local economy resulting from the purchase of goods and services related to construction and operation of the Project.

SECTION 15:

List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
**Legal Opinion Advising Whether the Plan is Complete
and Complies with Wis. Stat. § 66.1105(4)(f)**

Legal Opinion Found on Following Page.

DRAFT

SAMPLE

Mayor
City of Green Bay
100 N Jefferson St
Green Bay, Wisconsin 54301

RE: Project Plan for Tax Incremental District No. 25

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 25 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

SECTION 17:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4. Allocation of future tax increments is based on the projections included in this Plan and assumes the same proportions as the actual breakdown of tax collections for the 2021 levy year.

Revenue Year	Brown County	Green Bay Metro Sewer District	City of Green Bay	School District of Green Bay Area	Northeast Wisconsin Technical College Green Bay	Total	Revenue Year
2024	0	0	0	0	0	0	2024
2025	126,541	0	272,392	315,888	25,843	740,664	2025
2026	127,806	0	275,116	319,047	26,102	748,071	2026
2027	147,161	0	316,780	367,365	30,055	861,361	2027
2028	148,633	0	319,948	371,038	30,355	869,974	2028
2029	168,197	0	362,060	419,876	34,351	984,483	2029
2030	169,879	0	365,681	424,074	34,694	994,328	2030
2031	189,655	0	408,251	473,442	38,733	1,110,081	2031
2032	191,551	0	412,333	478,176	39,121	1,121,181	2032
2033	211,544	0	455,370	528,085	43,204	1,238,202	2033
2034	213,659	0	459,923	533,366	43,636	1,250,584	2034
2035	233,873	0	503,436	583,827	47,764	1,368,899	2035
2036	236,212	0	508,470	589,665	48,242	1,382,588	2036
2037	256,651	0	552,468	640,688	52,416	1,502,223	2037
2038	259,218	0	557,992	647,095	52,940	1,517,246	2038
2039	261,810	0	563,572	653,566	53,470	1,532,418	2039
2040	264,428	0	569,208	660,102	54,004	1,547,742	2040
2041	267,072	0	574,900	666,703	54,544	1,563,220	2041
2042	269,743	0	580,649	673,370	55,090	1,578,852	2042
2043	272,441	0	586,456	680,104	55,641	1,594,640	2043
		4,016,075	0	8,645,003	10,025,478	820,204	23,506,760

August ___, 2022

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Project Plan
Tax Increment District No. 25
City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed project plan for the creation of Tax Increment District No. 25 City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on August 9, 2022. Resolutions adopting the project plan will be considered by the Common Council on the evening of August 30, 2022.

I have examined the project plan and find that it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Joanne Bungert
City Attorney



Redevelopment Authority
of the City of Green Bay

RESOLUTION 22-__
ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN
FOR TAX INCREMENT DISTRICT NUMBER TWENTY-FIVE (25)
GRANDVIEW INDUSTRIAL PARK ("TID 25")

August 9, 2022

WHEREAS, the City of Green Bay (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 25 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Brown County, the Green Bay Area School District, and the Northeast Wisconsin Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the REDEVELOPMENT AUTHORITY, on August 9, 2022 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the REDEVELOPMENT AUTHORITY of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 25 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Approved August 9, 2022

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.7

Consideration with possible action on an amendment to development agreement 21-06 East Town Facade Assistance and Outlot Development on the amount of TIF assistance.

BACKGROUND

The developer entered in Development Agreement 21-06 with the RDA and the City, dated as of March 18, 2022, to complete a Project consisting of the installation of a new façade on the primary retail building located on Parcel 21-126-3, and construction of new commercial retail or office uses to be located on new parcels (hereinafter “inlots”) to be subdivided from the parking area on Parcel 21-126-7 or 21-126-3.

Due to increasing construction costs related to the facade improvements, the developer is requesting additional TIF assistance to help cover the increase in project costs.

Construction on the first output is almost completed.

The original agreement calls for an increase in valuation of \$2.1 million by 12/31/26, and a one-time TIF assistance payment of \$300,000.

The proposed amended agreement calls for an increase in valuation of \$3 million by 12/31/30, and an additional payment of \$150,000 (\$300,000 has already been paid to the developer).

RECOMMENDATION

Staff recommends approval of the first amendment to the development agreement as presented.

FISCAL IMPACT

TID 19 has available funds to cover this increased request. In addition, the developer has agreed to additional valuation to help ensure this cost is covered in the TID.

ATTACHMENTS

- I. East Town Facade DA 1st amendment RDA Draft 080522

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 21-06
EAST TOWN FAÇADE ASSISTANCE AND OUTLOT DEVELOPMENT**

This First Amendment to Development Agreement 21-06 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 HOBLOB GREEN BAY EAST, LLC a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, HOBLOB GREEN BAY EAST, LLC proposed to develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-126-3	2350-2380 E. Mason St.	4.28	\$1,964,600
21-126-7	2350 E. Mason St.	10.61	\$3,378,800

WHEREAS, HOBLOB GREEN BAY EAST, LLC entered in Development Agreement 21-06 with the RDA and the City, dated as of March 18, 2022, (the "Agreement") to complete a Project consisting of the installation of a new façade on the primary retail building located on Parcel 21-126-3, and construction of new commercial retail or office uses to be located on new parcels (hereinafter "inlots") to be subdivided from the parking area on Parcel 21-126-7 or 21-126-3; and

WHEREAS, HOBLOB GREEN BAY EAST, LLC as Developer desires to amend the Agreement so that the Developer provides an increased valuation guarantee, and the RDA and City provide additional financial assistance and additional time for the Developer to achieve that valuation guarantee.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

I. Amendments. The Agreement is hereby amended as follows:

- a. In section III. B. 2. a),
 - i. Delete the following language: "The Developer guarantees that the Property shall have a minimum aggregate assessed value of two million one hundred thousand dollars (\$2,100,000) in new valuation above the base value by December 31, 2026, resulting in an aggregate assessed property value of the Property to be approximately seven million four hundred forty-three thousand and four hundred dollars (\$7,443,400). This value may be generated on in-lot development projects, as well as the primary building structure where the façade improvements are being proposed."
 - ii. Replace it with the following language: "The Developer guarantees that the Property shall have a minimum aggregate assessed value of three million dollars (\$3,000,000) in new valuation above the base value by December 31, 2030, resulting in an aggregate assessed property value of the Property to be approximately eight million three hundred forty-three thousand and four hundred dollars (\$8,343,400). This value may be generated on in-lot

development projects, as well as the primary building structure where the façade improvements are being proposed.”

b. In section III. B. 2. e),

- i. Delete the following language: “Developer shall be required to pay back a proportionate amount of TIF Increment received if the aggregate assessed Property value does not meet or exceed seven million four hundred forty-three thousand and four hundred dollars (\$7,443,400) by December 31, 2026. This repayment would be due by July 1, 2027.”
- ii. Replace it with the following language: “Developer shall be required to pay back a proportionate amount of TIF Increment received if the aggregate assessed Property value does not meet or exceed eight million three hundred forty-three thousand and four hundred dollars (\$8,343,400) by December 31, 2030. This repayment would be due by July 1, 2031.

c. In section III. B. 2. f), (1),

- i. Delete the following language: “Provided that construction has started on at least one of the inlet projects and the façade improvements on the Project building by July 1, 2022 the City shall make a one-time payment of \$300,000 to the Developer within 45 days of the issuance of building permits for both projects.
- ii. Replace with the following language: “Provided that construction has started on at least one of the inlet projects and the façade improvements on the Project building by July 1, 2022 the City shall make a payment of \$450,000 to the Developer for both projects in two installments. One installment of \$300,000 will be made within 45 days of the issuance of building permits for both projects and the second installment of \$150,000 shall be made within 60 days of the execution of the First Amendment to the Development Agreement 21-06.

d. In section III. C. 1.,

- i. Delete the following language: “three hundred thousand dollars (~~\$300,000~~)”
- ii. Replace it with the following language: “four hundred fifty thousand dollars (\$450,000)”

Commented [DE1]: \$300,000 have been paid on 8/4/2022

2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 21-06 is in full force and effect, and that except as set forth herein, all remaining terms and conditions of Agreement shall remain unchanged, and the Agreement as amended by this First Amendment shall remain in full force and effect.
3. **Governing Law.** The laws of the State of Wisconsin shall govern this First Amendment.

[Signature pages follow]

Signature page 1 of 3

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

HOBLOB GREEN BAY EAST, LLC

By: _____

Garritt Bader, Principal

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of HOBLOB GREEN BAY EAST, 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 _____

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
HOBLOB GREEN BAY EAST, LLC.

By: Eric Genrich, Mayor

* _____

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
HOBLOB GREEN BAY EAST, LLC.

**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 _____ 2022, 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 _____



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # E.8

Consideration with possible action on an amendment to development agreement 20-01 200 N. Monroe PropCo, LLC on the amount and duration of TIF assistance.

BACKGROUND

On June 8, 2021, the RDA recommended approval of a development agreement with 200 N. Monroe PropCo, LLC, and the Common Council approved the development on June 29, 2021.

The project consists of a five (5)-story mixed-use structure facing Monroe Avenue, with approximately one hundred seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 square feet of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor.

Due to increased construction costs and rising interest rates, the developer is requesting an amendment of the development agreement to assist with these costs.

The original agreement provided for 75% of increment over the first 22 years of a new 27 year TID.

The proposed amendment calls for 80% of increment over the first 7 years of the TID and 75% over the remaining 20 years.

In conversations with the developer, staff requested that the project not be altered significantly as a cost-savings measure.

Staff is also recommending that the developer apply for financing through the City's brownfield program to assist with up-front remediation costs.

RECOMMENDATION

Staff recommends approval of the first amendment to the development agreement as presented.

FISCAL IMPACT

The proposed amendment increases the developer's share of increment from \$9.8 million to \$13.2 million, all on a PayGo basis over a 27-year period. The schedule for recovery of the City's debt service on the original acquisition of the site does not change. The amendment prevents further delay of the project, and reflects a delay on the project of less than one year. The creation of the TID is being delayed to maximize the ability to capture increment on the project.

ATTACHMENTS

- I. 200 N. Monroe DA 1st amendment RDA Draft 080522

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 20-01

200 N. MONROE PROPCO LLC

This First Amendment to Development Agreement 20-01 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 200 N. MONROE PROPCO, LLC a
Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, 200 N. MONROE PROPCO, LLC proposed to develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assessed Value
11-156	227 N. Quincy St.	0.122	\$0.00
11-157	221 N. Quincy St.	0.122	\$0.00
11-158	624 Pine St.	0.201	\$0.00
11-159	618 Pine St.	0.201	\$0.00
11-160	616 Pine St.	0.804	\$0.00
11-191	605 Cherry St.	0.402	\$0.00

WHEREAS, 200 N. MONROE PROPCO, LLC entered in Development Agreement 20-01 with the RDA and the City, dated as of June 29, 2021, (the "Agreement") to complete a Project consisting of a five (5)-story mixed-use structure facing Monroe Avenue, with approximately One Hundred Seventy-two (172) residential apartment units, in a mix of studio, one (1), two (2), and three (3) bedroom units, and a ground-floor grocery store of approximately 15,000 square feet with approximately 7,000 sq. ft of other retail space for a total of approximately twenty-two thousand (22,000) square feet of retail space on the first floor; and

WHEREAS, 200 N. MONROE PROPCO, LLC as Developer desires to amend the Agreement so that the RDA and City provide additional financial assistance to assist with excessive construction costs and interest rates, and project deadlines are updated to accommodate a later project start.

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

I. Amendments. The Agreement is hereby amended as follows:

- a. In Recital D,
 - i. Delete the following terms: "January 1, 2021"
 - ii. Replace it with the following terms: "January 1, 2022"
- b. In Recital F,
 - i. Delete the following terms: "January 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
- c. In section II. T.
 - i. Delete the following terms: "January 1, 2022"

- ii. Replace it with the following terms: "January 1, 2023"
- d. In Section III. B. I.,
 - i. Delete the following terms: "June 1, 2022"
 - ii. Replace it with the following terms: "January 1, 2023"
 - iii. Delete the following terms: "December 31, 2022"
 - iv. Replace it with the following terms: "March 1, 2023"
- e. In Section III. B. I. e),
 - i. Delete the following term: "December 31, 2022"
 - ii. Replace it with the following term: "March 1, 2023"
- f. In Section III. B. 2. a),
 - i. Delete the following terms: "January 1, 2023"
 - ii. Replace it with the following terms: "January 1, 2024"
- g. In Section III. B. 2. e) (I),
 - i. Delete the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available seventy-five percent (75%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires."
 - (I) Replace it with the following language: "Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer for years 2026 to 2032, and seventy five percent (75%) of the remaining increment to the Development for years 2033 to 2049 until all Qualified Expenditures have been repaid or the incentive period expires."
- h. In Section IV. B.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "December 1, 2023"
- i. In Section IV. C.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- j. In Section IV. F.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- k. In Section IV. G.,
 - i. Delete the following terms: "October 1, 2022"
 - ii. Replace it with the following terms: "September 1, 2022"
- l. In Section IV. H.,
 - i. Delete the following language: "By no sooner than June 1, 2022, but no later than December 31, 2022"

- ii. Replace it with the following language: "By no sooner than January 1, 2023, but no later than March 1, 2023"
 - m. In Section IV. L.,
 - i. Delete the following terms: "DECEMBER 31, 2022"
 - ii. Replace it with the following terms: "June 1, 2023"
 - n. In Section IX. B.,
 - i. Delete the following language: "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."
 - ii. Replace it with the following language: "TIF payments shall only continue for a period not to exceed the projected life of the TID which is intended to terminate at the end of the tax year 2049."
- 2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement 20-01 is in full force and effect, and that except as set forth herein, all remaining terms and conditions of Agreement shall remain unchanged, and the Agreement as amended by this First Amendment shall remain in full force and effect.
- 3. **Governing Law.** The laws of the State of Wisconsin shall govern this First Amendment.

[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:
200 N. Monroe PropCo, LLC

By: _____

Michael Klein, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____, a member of 200 N. Monroe PropCo, 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
200 N. MONROE PROPCO, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
CelestineJeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the City of Green Bay,
a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
200 N. MONROE PROPCO, LLC.

**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 _____ 2022, 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 _____



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

MEETING DATE

August 9, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.9

Consideration with possible action to grant a lease to On Broadway, Inc. for the property located at 325 N. Broadway (parcels 5-586 and 5-587) for the purpose of a Dog Exercise Park.

BACKGROUND

The properties located at 321 & 325 N. Broadway (parcels 5-586 and 5-587) are owned by the RDA and they were purchased in 1998 for the purpose of redevelopment. In the past, On Broadway Inc. has leased the site as a pop-up Pocket Park.

Recently, On Broadway, Inc. presented staff with a proposal to create a Dog Exercise Park for public use. On Broadway, Inc. would install a fence barrier, accessories to accommodate this type of park, and keep the site from excess debris. On Broadway, Inc. is requesting a long-term, on-going lease until the time a developer has come forward with interest in the site, at no additional cost to them. The lease amount is \$1.00 per year.

Staff recommends that this lease be approved upon the following conditions: The park is under the same guidelines as the code of ordinance for Whitney Park's Dog Exercise area and the term of the lease is for one year, then reviewed on a year to year basis based on developer interest. In addition, either party may terminate the agreement upon a 90-day written notice for any reason. On Broadway, Inc. is to be responsible for all costs associated with maintaining the site, including waste removal, mowing and snow removal.

RECOMMENDATION

To approve a one (1) year lease to On Broadway, Inc. for the purpose of a pop-up Dog Exercise Park based on the same conditions as the code of ordinance for Whitney Park.

FISCAL IMPACT

ATTACHMENTS

1. OnBroadway-propertylease
2. Dog Exercise Area
3. Pocket Park

**PROPERTY LEASE AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INC.
FOR
325 N. BROADWAY**

THIS PROPERTY LEASE AGREEMENT (the "Agreement"), entered into this 24th day of May 2022, between the Redevelopment Authority of the City of Green Bay, ("Lessor") and On Broadway Inc. ("Lessee"), collectively referred to as the Parties, is to evidence the following agreements and understandings:

WHEREAS, Lessor owns real property located at 325 N. Broadway, Green Bay, Wisconsin, Parcels 5-586 and 5-587, ("Property"); and

WHEREAS, Lessee wishes to lease and utilize the Property as a Dog Exercise Park for the purpose of promoting outdoor activity and community gathering; and

WHEREAS, Lessor acknowledges that use of the Property as proposed by Lessee would be a benefit to the surrounding community to create a safe, active and inviting public space; and

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

- I. **Term and Termination.** This Agreement shall commence on July 12th, 2022 ("Effective Date") and shall terminate on July 12th, 2023 ("Initial Term"). Upon the expiration of the initial term, the Lessee shall have an option to renew for additional one (1) year term(s) upon written mutual agreement of the Parties (each shall be generically referred to herein as "Additional Term(s)") (the Initial Term and Additional Term(s) shall be jointly referred to as "Term"). Either Party may terminate this Agreement for any reason upon a thirty (30) day written notice to the other Party.
- II. **Maintenance and Utilities.** Lessee shall be responsible for any and all repairs and maintenance to the Property including but not limited to lawn maintenance and snow removal. The Lessee covenants and agrees that it will, throughout the term of this Agreement, or any renewals or extensions thereof, be responsible for the payment of all utilities applicable to the operation of the Property by the Lessee, and the Lessee shall be responsible for the maintenance of all improvements on the Property.
- III. **Property Leased to Lessee.** The Lessor hereby grants to Lessee an exclusive lease of the Property for the purpose of operating a pocket park for the purpose of promoting outdoor activity and community gathering. The Lease Premises are outlined and identified in Exhibit A. The Property consists of real property Parcels 5-586 and 5-587. During the Term of the Lease, the Lessee is required to maintain the Property in the same condition, reasonable wear and tear excluded, as the Property is in at the date of the commencement of this Agreement, at the Lessee's cost. Failure to adequately maintain the Property will

be a material breach of this Agreement and may lead to Lessor's termination of this Agreement, subject to notice of such breach and a reasonable period of time to cure such breach.

- IV. **Rent.** Lessee shall pay rent to Lessor in exchange for exclusive use of the Property. The rental rate shall be \$1 per term. Payment is due upon execution of the Agreement. Upon expiration of the Agreement, if the Parties wish to renew for additional terms the Lessor reserves the right of increasing the rental amount at a percentage rate for such additional terms. Rent is due the first (1st) day of January for any additional terms.
- V. **Subletting and Assignment.** Lessee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the Lessor. This Lease and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Property or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.
- VI. **Improvements.** Lessee may make improvements to the Property during the term of this Agreement. Any such improvements shall be at the sole expense of the Lessee unless otherwise agreed to by the Lessor. The Lessor shall retain ownership of any improvements physically attached to the Property. The Lessee shall be responsible for the maintenance of any and all such improvements to the Property.
- VII. **Indemnification.** Lessee hereby agrees to indemnify, defend and hold harmless the Lessor and the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Lessee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.
 - a. Lessee shall reimburse the Lessor and or the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- b. In the event that Lessee employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Lessee's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Lessor and the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.
- c. This indemnity provision shall survive the termination or expiration of this Agreement.

VIII. **Insurance.** Lessee agrees that it shall provide to the City of Green Bay and to the Lessor, at its own costs and expense, a Certificate of Insurance with a company or companies authorized to do business in the State of Wisconsin with coverage and minimum policy limits as follows:

- a. General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
- b. Business Automobile Coverage
 - i. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
 - ii. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.
- c. Workers Compensation and Employers Liability
- d. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - i. \$100,000 Each Accident
 - ii. \$500,000 Disease Policy Limit
 - iii. \$100,000 Disease – Each Employee
- e. Waiver of Workers Compensation Subrogation – The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.
- f. The City of Green Bay and the Redevelopment Authority of the City of Green Bay, its officials, employees, and agents shall be named as "Additional Insureds" on the General Liability Policies. This coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary,

contributing or excess. This contract shall include an endorsement stating the following:

- i. Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

- ii. Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

IX. **Default and Termination.** In the event the Lessee shall default in any of the amounts due to the Lessor as set forth in this Agreement or in the observance of any of the covenants, agreements, commitments or conditions herein contained or any such default shall continue un-remedied for a period of 30 days after written notice thereof to Lessee, or (a) Lessee shall make an assignment of its property for the benefit of creditors, or (b) Lessee shall petition a court to be adjudged a bankrupt, or (c) if a petition in bankruptcy shall be filed in any court against Lessee for more than 30 days, or (d) if Lessee shall be judicially determined to be insolvent, or (e) Lessee shall be adjudged a bankrupt, or (f) if a receiver or other officer shall be appointed to take charge of the whole or any part of Lessee's property or to wind up or liquidate its affairs, or (g) if Lessee shall seek a reorganization under any of the terms of the National Bankruptcy Act, as amended, or under any other insolvency law, or (h) Lessee shall admit in writing its inability to pay its debts as they become due, or (i) if any final period of 30 days from the date on which it becomes final, or (j) if Lessee shall abandon the Property, the Lessor may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Lessee, including expressly the specific enforcement hereof, forthwith have the cumulative rights to immediately terminate this Agreement and all rights of the Lessee hereunder. Further, in the event of lapse of insurance policies or coverage and protection as required by this Agreement, the Lessor may, with a 15-day notice to the Lessee, declare this Agreement terminated. Lessee shall have no access rights to or use of the Property unless all insurance policies required by this Agreement are in full force and effect.

- a. In the event of termination of this Agreement for default, Lessee may make no claim for compensation for improvements and the Lessor shall retain title and ownership of said Property, together with all buildings and improvements thereon, without any payment whatsoever to Lessee. No improvements, buildings or fixtures shall be removed from the Property during the term of this lease or any renewal period of this lease without the written consent of the Lessor, except any equipment or trade fixtures of Lessee which Lessee lawfully removes prior to the termination of this lease.

- X. **Disclosure and Acknowledgement.** With full and complete knowledge, Lessee accepts the Property, and any improvements made thereto during the course of this Agreement, in an “as is” condition.
- XI. **Non-Discrimination.** During the performance of this Agreement, the Lessee shall not discriminate against any patron or employee or applicant for employment on the basis of race, religion, disability, sex, sexual orientation, national origin, color, creed, marital status, age or public assistance status.
- XII. **No Partnership.** The Parties hereto agree that they are acting as independent contractors and that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating a partnership, joint venture of any such mutual relationship between the Parties. Each Party shall be responsible for its own separate debts and obligations.
- XIII. **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- XIV. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement.
- XV. **Notices.** Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed to be current:
- a. If to Lessor: Neil Stechschulte, Director
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street, Room 608
Green Bay, WI 54301
- b. If to Lessee: On Broadway, Inc.
340 N Broadway, Ste 165
Green Bay, WI 54303
- XVI. **Severability.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

XVII. **Waiver.** No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

XVIII. **Execution of Agreement.** This Agreement may be signed in counterparts, and when each Party hereto has delivered one such counterpart or copy thereof, each counterpart of copy shall be deemed an original and, when taken together with the other signed counterparts or copies, shall constitute one integrated contract, which shall be binding upon and effective as to all Parties hereto. Facsimile and email signatures of the Parties hereto shall have the same effect as original signatures.

SIGNATURES TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

Neil Stechschulte, Executive Director and Secretary

Gary J. Delveaux, Chairman

On Broadway, Inc:

Brian Johnson, Executive Director

THIS INSTRUMENT WAS DRAFTED BY

Ronda Bitney

Redevelopment Authority of the City of Green Bay

EXHIBIT A

Dog Exercise Area.

Dogs are permitted in the Dog Exercise Area located at Whitney Park subject to the following rules:

All dogs must be licensed and vaccinated pursuant to Wis. Stats. § 95.21(2), as amended from time to time.

A dog owner or handler must be at least 16 years of age and must be in the fenced area at all times and shall not leave their dog unattended or out of sight. The dog must be under the voice control of the owner or handler at all times.

A dog owner is legally responsible for their dog and any injuries caused by the dog.

No more than two dogs are permitted in the Dog Exercise Area per owner or handler.

Dog waste must be collected and disposed of immediately.

Dogs must be restrained by a leash no longer than seven feet when entering and leaving the off-leash area.

The owner or handler must have in their possession a leash for each dog at all times.

Dogs must be free of communicable illness and parasites.

No aggressive dogs, dogs in heat, or puppies under the age of five months are allowed.

The owner or handler may not use a choke, pinch, or spike collar for their dogs.

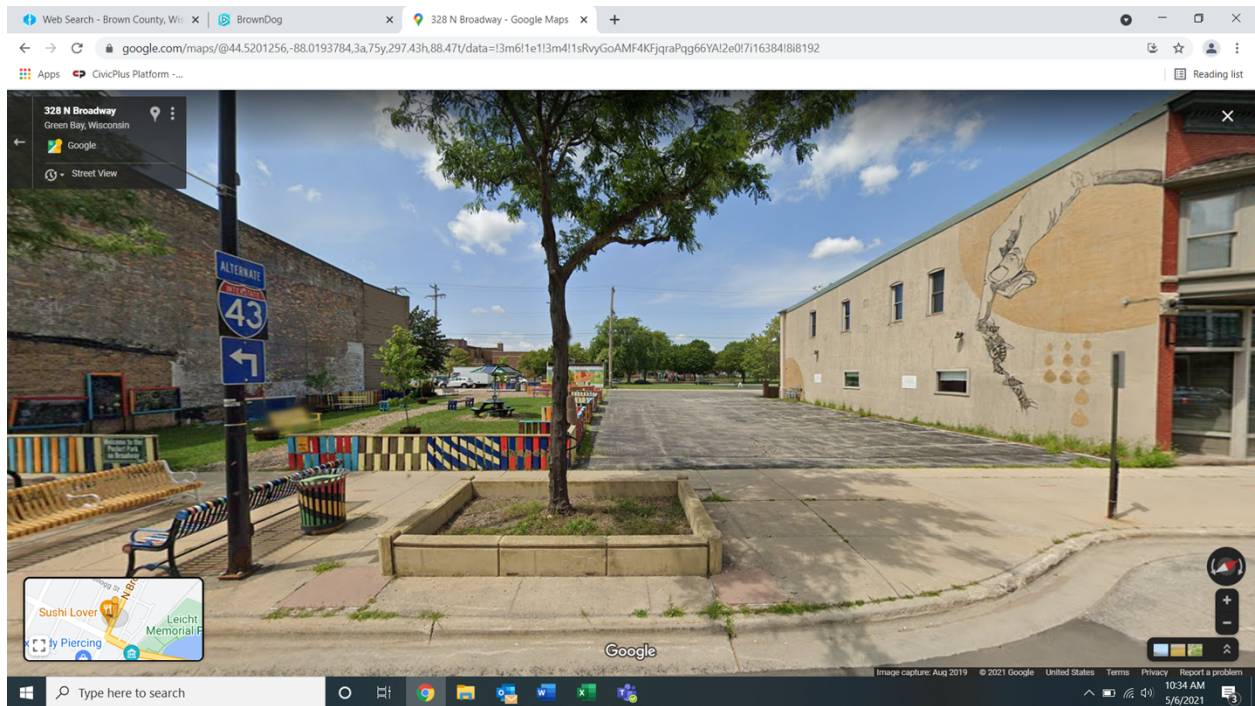
No food (human or dog) is allowed.

Children under the age of 13 years must be supervised by an adult.

Any dog deemed dangerous pursuant to [Section 6-13](#) is not permitted.

Professional trainers or any other person are not allowed to use the Dog Exercise Area for profit or gain without approval from the City of Green Bay.

Any violation of the Dog Exercise Area rules or policies by the City of Green Bay will result in the removal from the Dog Exercise Area and suspension of park privileges and/or forfeitures subject to [Section 1-6](#).





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

MEETING DATE

August 9, 2022

PREPARED BY

Will Peters

AGENDA ITEM # E.10

Consideration with possible action to grant a 90-day extension to the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street.

BACKGROUND

At the Redevelopment Authority (RDA) meeting on June 14, 2022, RDA members granted MF Housing Partners, LLC (Developer) a 60-day extension to their planning option for the 1100 Block of East Walnut Street. The intent of granting this extension was to allow the Developer an opportunity to explore additional funding and/or financing options to execute plans for an affordable, multi-family housing development on the above-mentioned site. The Developer was then going to report back to the RDA in July to provide an update on their progress.

Staff have been in communication with the Developer during this time. The Developer has had positive conversations with WHEDA about securing a non-competitive bond. Staff, the Developer, and an additional partner have been working together to identify funding sources and develop a proforma. The Developer is requesting a 90-day extension to their planning option to allow additional time to finalize their proforma. Once finalized, the intention of the Developer is to move into a development agreement.

RECOMMENDATION

Staff recommends granting a 90-day extension to the planning option with MF Housing Partners, LLC for the 1100 Block of East Walnut Street.

FISCAL IMPACT

ATTACHMENTS

1. 1100 Block East Walnut Street
2. Extension Request- MF Housing Partners

1100 Block East Walnut Street





August 2, 2022

Will J. Peters Jr.
Neighborhood Development Specialist
Department of Community and Economic Development

Re: Request to Extend Option to Purchase

Mr. Peters:

MF Housing Partners would like to request the RDA consider another extension of the Planning Option for the 1100 E. Walnut Street site for 90 days. This extension will allow us to continue to pursue the feasibility of a non-competitive bond allocation from WHEDA and time to review the regulations regarding the additional HUD funding from our non-profit partner.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Marissa Downs', is written over a light gray rectangular background.

Marissa Downs



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.11

Consideration with possible action to approve a request by Neighborworks Green Bay for development of a single-family, owner-occupied, affordable home located at 1200 Doty Street (eastern side of parcel).

BACKGROUND

The vacant lot located at 1200 Doty Street was purchased using CDBG Funds, is zoned R-1, and has a land value of \$26,000. The lot is in the process of being resurveyed and split into two (2) separate parcels. LeMense Construction was granted a development agreement for the west split of the parcel in June 2022.

Neighborworks is requesting to construct an owner-occupied, single-family, affordable home for their 2022-2023 school year Bridges Construction Student Build Program. The developer is requesting a one-year development agreement and the donation of the east lot with a value of \$13,000.

Staff has reviewed the current proposal and is recommending approval of the development agreement and donation of the east split of the parcel, contingent on the approval of the recorded certified survey.

RECOMMENDATION

Staff is recommending the approval of the development agreement with Neighborworks contingent on the approval of the new CSM dividing 1200 Doty Street (Parcel #14-1356) into two (2) separate parcels.

FISCAL IMPACT

ATTACHMENTS

1. 2022 Bridges Doty Street
2. 1200-2 Doty GIS Map

August 2, 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 will be building two new homes for the 2022-2023 school year Bridges Construction student build program. The Authority's past support has been a major contribution to this very successful program, and we are seeking to continue that partnership.

Previously, the Authority donated 421 4th Street (2-181) as the site for the first new home build.

For the second site, we are requesting the Authority's continued support of the Bridges program with a donation of the eastern half of 1200 Doty Street. This site is currently a double lot with steps underway by the City to divide it into two 53'x 120' lots. Our request is subject to completion of that process as well as approval of the HOME Investment Partnership Funding Application included with this submittal.

The proposed design for both projects is The Lark from the City's pre-approved plan book. Construction of 421 4th Street will begin this month. If approved, construction of 1200 Doty will begin in October, 2022.

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

August 9, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # E.12

Consideration with possible action to award \$65,000 of HOME CHDO funds to NeighborWorks Green Bay for a home build at 1200 Doty Street.

BACKGROUND

NeighborWorks Green Bay is proposing construction of a new, single-family home on the eastern half of 1200 Doty Street, in partnership with the Green Bay Public Schools Bridges Program. 1200 Doty Street is currently a double lot with steps underway by the City to divide it into two (2) 53' x 120' lots. An additional single family home was approved and will be built on the western half by another developer. The home will be marketed for sale to households below 80% of area median income.

The neighborhood consists primarily of single-family homes and some multi-family properties with less than eight units. The neighborhood's housing stock is primarily original construction of 70+ years old with some redevelopment of duplexes. A recently built seven-unit at 1261 E Walnut Street and a new, single-family home at 331 S. Irwin, both developed by NeighborWorks Green Bay, are also all within several blocks of the site.

The proposed home design is a one and one-half story, three-bedroom home with a detached two-car garage.

The current housing market is a challenging one for modest income buyers. Competition for homes, although cooling slightly, is still fierce. Construction costs remain high, and the recent spike in mortgage interest rates has had a dramatic impact on home affordability. In order to ensure the long term viability of a modest-income home buyer, they are requesting up to \$75,000 in HOME funds to be used in two parts.

The first is to fill the gap between expected total development costs and the expected market value of the completed home. Based on the construction cost estimate and experience developing similar homes in comparable neighborhoods, they are requesting \$40,000 to close the development cost to market value gap.

The second component is a buyer subsidy in the form of a no-interest, deferred-payment second mortgage loan to ensure affordability for a modest-income household. The size of the loan will be based on homebuyer needs and staff have recommended the amount not to exceed \$25,000. The total subsidy recommended is \$65,000.

RECOMMENDATION

Approve the award of \$65,000 in HOME CHDO funds to NeighborWorks Green Bay for a home build at 1200 Doty Street, contingent on CSM and site approval.

FISCAL IMPACT

ATTACHMENTS

1. I200-2 Doty GIS Map
2. Lark Build



Part of Brown County WI

Map printed on 8/2/2022

1:480

1 inch = 40 feet*

1 inch = 0.00758 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

LARK

TWO (2) STORIES

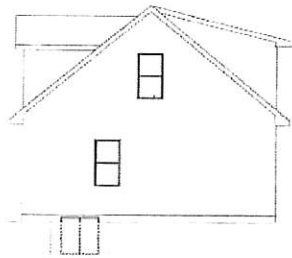
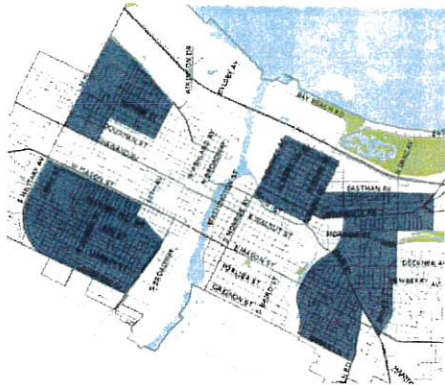
THREE (3) BEDROOMS

SQUARE FOOTAGE: 1,274 SF

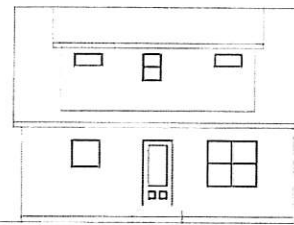
FIRST FLOOR: 733 SF

SECOND FLOOR: 541 SF

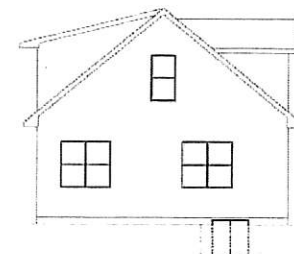
Lark is a quaint home, familiar to many established Green Bay neighborhoods. This design complements the character of those neighborhood blocks.



RIGHT ELEVATION

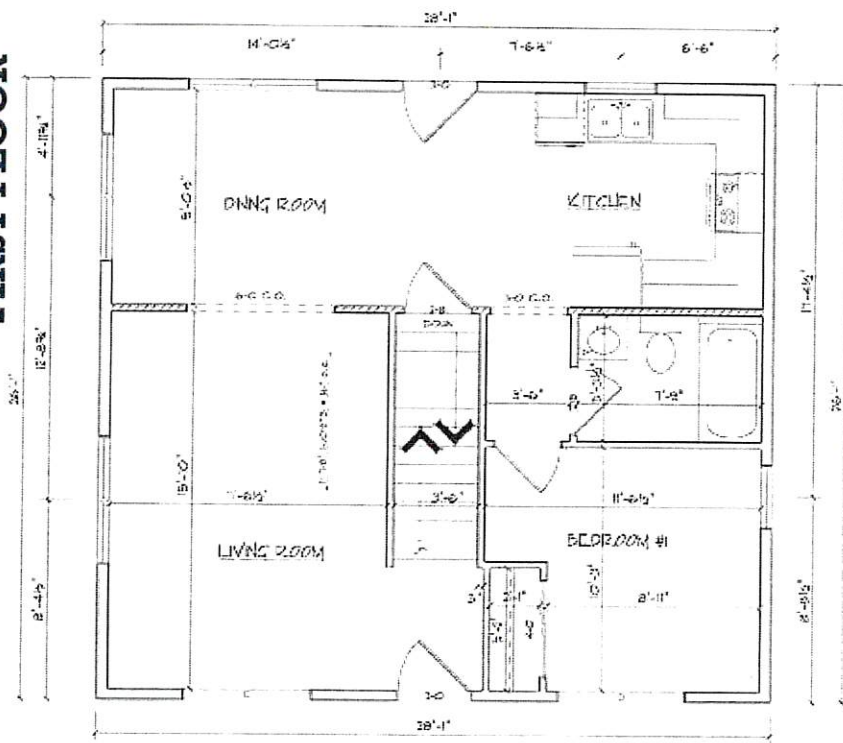


REAR ELEVATION

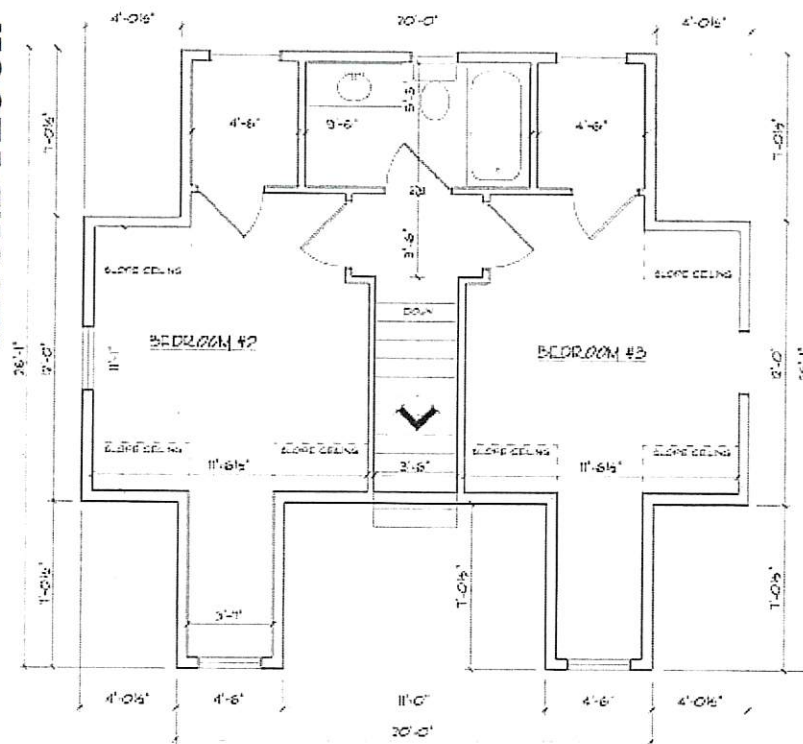


LEFT ELEVATION

FIRST FLOOR



SECOND FLOOR





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.13

Consideration with possible action to accept a Natural Resource Damage Assessment and Restoration (NRDA) Grant for \$304,500 with a local match of \$304,500.

BACKGROUND

The Fox River Trustee Council has awarded the City of Green Bay a \$304,500 grant through the Natural Resource Damage Assessment and Restoration (NRDA) Program. NRDA grants are federal funds managed by the U.S. Fish & Wildlife Service (USFWS) under the U.S. Department of the Interior. The grant to the City will be used to construct an elevated fishing pier and install wildlife habitat enhancements at the RDA-owned Shipyard site (100 W. Mason Street, 239 Arndt Street, and 119 Bridge Street). The grant requires a 50% local match, obligating the City to spend at least \$304,500 of non-federal funds on the project. RDA and Common Council have authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements.

RECOMMENDATION

To approve acceptance of the \$304,500 NRDA Grant.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for the Shipyard fishing pier and habitat enhancements by \$304,500, which is approximately 47% of the anticipated project costs. The grant requires a minimum local match of 50%. RDA and Common Council have authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements. Existing City staff from the Department of Community & Economic Development will be responsible for grant administration and reporting.

ATTACHMENTS

1. NRDA Notice of Award 20220725
2. Grant Tracking - NRDA Shipyard 2022

NOTICE OF AWARD



The seal of the U.S. Department of the Interior is circular. It features a bison standing on a green field, facing left. Behind the bison are blue mountains and a yellow sun with rays. The words "U.S. DEPARTMENT OF THE INTERIOR" are written in a circle around the top, and "MARCH 3, 1849" is written at the bottom.

AUTHORIZATION (Legislation/Regulations)

Comprehensive Environmental Response, Compensation and Liability
Act (42 U.S.C §9601 et seq.)

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Act (42 U.S.C §9601 et seq.)

AUTHORIZATION (Legislation/Regulations)
Comprehensive Environmental Response, Compensation and Liability
Act (42 U.S.C §9601 et seq.)

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. F22AP02077-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/30/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	12/31/2023	Final	04/29/2024

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/30/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	12/31/2023	Final	04/29/2024

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions.

The recipient shall construct a Fishing Wharf. The Wharf shall be an elevated fishing wharf at the mid-point of the northern half of the Shipyard Property will provide a local point to the Fox River and connection to the proposed pedestrian pathway. It will serve to direct people from the Broadway District and give users the opportunity to get out and over the Fox River to take in view of the City, engage with the waterfront and provide access to fishing opportunities. The fishing wharf is part of a larger Shipyard project which will offer a rich assortment of attractions and programming that will provide visitors and residents with a year-round destination to gather. The wharf will be constructed with numerous different types of materials that will provide stability to the structure, and blend in and match materials used in the rest of the Shipyard Project.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Performance Reports

The recipient is required to submit interim performance reports on an **annual** basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

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GRANT NO. F22AP02077-00	

2. Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, [“Federal Financial Report”](#) form. See also our instructional video on [“Completing the Federal Financial Report \(SF-425\)”](#).

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient’s operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

AWARD CONDITIONS

1. Voluntary Committed Cost Sharing Requirements

The recipient’s cost sharing pledged on a voluntary basis in their proposed budget and incorporated into this award is a binding requirement of this award. See also 2 CFR §200.306.

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STAFF CONTACTS

1. Enter Program Officer Contact Information:

Program Officer Name: Trina Soyk

Program Officer Email Address Trina_Soyk@fws.gov

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Effective Date: December 31, 2020

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

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Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icrna>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

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Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that are specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in

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connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

2. Buy America Provision

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

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GRANT NO. F22AP02077-00	

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The

NOTICE OF AWARD (Continuation Sheet)

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Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: CED

DATE: 7/25/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Buchanan/Economic Development Specialist

APPROPRIATE COMMITTEE: RDA

NAME OF GRANT/FUNDING SOURCE: Shipyard habitat enhancement and fishing wharf/Fox River Trustee Council, managed by US Fish & Wildlife Service

AMOUNT OF GRANT REQUEST: \$304,500

LOCAL MATCH REQUIREMENT: \$304,500

SOURCE OF MATCH: ☐ General Fund ☒ Non-General Fund ☐ Not Applicable

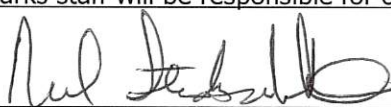
TIMEFRAME OF GRANT: 6/30/2022 through 12/31/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): This grant will cover 50% of the City's costs to install a fishing pier and wildlife habitat improvements at the Shipyard (100 W. Mason Street).

How does the grant meet City/Department needs? The grant supports recreational, economic, and environmental goals of the City.

What are the personnel requirements (include both existing and new staff) of the grant? CED staff will be responsible for oversight of grant implementation, administration, and reporting. DPW will be responsible for construction oversight. Parks staff will be responsible for ongoing maintenance.

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$304,500

CFDA/STATE ID #: F22AP02077-00

LOCAL MATCH REQUIREMENT: \$304,500

Please describe the source of match, if applicable: Common Council has authorized the use of TID #22 funds for completion of Phase I Shipyard improvements, including the fishing pier and habitat enhancements.

Please describe any major changes in proposed grant-funded activities: None

Please describe what the grant money will be spent on: Construction/installation of fishing pier and habitat enhancement as part of Shipyard Phase 1 improvements.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



GRANT TRACKING FORM

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



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

MEETING DATE

August 9, 2022

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # E.14

Consideration with possible action to accept a Great Lakes Restoration Initiative (GLRI) Grant for \$565,300.

BACKGROUND

The U.S. EPA has awarded the City of Green Bay a \$565,300 grant through the Great Lakes Restoration Initiatives (GLRI) Program. Grant funds will be used to construct green infrastructure for stormwater management at the RDA-owned Shipyard site (100 W. Mason Street, 239 Arndt Street, and 119 Bridge Street). The project includes the installation of structural tree pit systems within the riverfront promenade, which will filter phosphorus and sediments in stormwater runoff that drains into the Fox River and Bay of Green Bay. Benefits include reduced stormwater runoff and nutrient loading, thereby reducing harmful algal blooms and improving water quality. Improved aquatic conditions will benefit recreational opportunities and conditions for fish and wildlife. The grant does not require a local match.

RECOMMENDATION

To approve acceptance of the \$565,300 GLRI grant from U.S. EPA.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for stormwater infrastructure at the Shipyard by \$565,300, which is approximately 53% of required stormwater costs. The grant does not require a local match. Existing City staff from the Department of Community & Economic Development will be responsible for grant administration and reporting.

ATTACHMENTS

1. GLRI Cooperative Agreement
2. Grant Tracking Form - Shipyard GLRI 2022

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 00E03131 MODIFICATION NUMBER: 0 PROGRAM CODE: GL	DATE OF AWARD 07/11/2022
			TYPE OF ACTION New	MAILING DATE 07/14/2022
			PAYMENT METHOD: ASAP	ACH# 50632
			RECIPIENT TYPE: Municipal	
RECIPIENT: City of Green Bay 100 North Jefferson Green Bay, WI 54301 EIN: 39-6005458		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
PROJECT MANAGER Matt Buchanan 100 N. Jefferson Street, Room 608 Green Bay, WI 54301-5026 Email: matthew.buchanan@greenbaywi.gov Phone: 920-448-3396		EPA PROJECT OFFICER Erica Sheeran 77 W. Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Sheeran.Erica@epa.gov Phone: 312-886-6098		EPA GRANT SPECIALIST Jeffrey Reid Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604-3507 Email: reid.jeffrey@epa.gov Phone: 312-886-3224
PROJECT TITLE AND DESCRIPTION Green Infrastructure for Shipyard Redevelopment This project will implement green infrastructure along a 14-acre redevelopment site which will capture and treat stormwater runoff entering the Lower Fox River Basin. The project will install tree pit systems and permeable pavers to capture and treat stormwater runoff from 6 drainage locations across the 14-acre redevelopment site. The project will protect 0.43 miles of shoreline, allowing for the capture and treatment of 3,026,500 gallons of stormwater runoff annually. In addition, the project will reduce 3.82 pounds of phosphorus and 1,978 pounds of total suspended solids annually. The capture of stormwater runoff will reduce harmful algal blooms and improve water quality, which will benefit recreational opportunities and conditions for fish and other wildlife. Due to the shoreline location, the project will also support local resiliency to increased flooding events caused by climate change. No subawards are included in this assistance agreement.				
BUDGET PERIOD 04/18/2022 - 05/31/2023	PROJECT PERIOD 04/18/2022 - 05/31/2023	TOTAL BUDGET PERIOD COST \$1,072,116.00	TOTAL PROJECT PERIOD COST \$1,072,116.00	
NOTICE OF AWARD Based on your Application dated 02/09/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$565,300.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$565,300.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd. G-9J Chicago, IL 60604-3507		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch				DATE 07/11/2022

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$565,300
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$565,300
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$565,300
12. Total Approved Assistance Amount	\$565,300
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$565,300
15. Total EPA Amount Awarded To Date	\$565,300

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov, reyes.dianne@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Sheeran.Erica@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): Sheeran.Erica@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Sheeran.Erica@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **4/18/2022** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

Standard Programmatic Terms and Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement.

Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>) ,in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <<http://www.epa.gov/great-lakes-funding>>, particularly:

#	Measure of Progress
3.1.1	Estimated pounds of phosphorus reductions from conservation practice implementation throughout Great Lake watersheds.
3.2.1	Estimated gallons (in millions) of untreated stormwater runoff captured or treated.
3.2.2	Miles of Great Lakes shoreline and riparian corridors restored or protected.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <
<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event,

the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled “Foreign Travel”

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are

encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of [EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);
- [EPA QA/R-2: EPA Requirements for Quality Management Plans](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#), Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: CED & DPW

DATE: 04/26/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Buchanan/Economic Development Specialist (CED) & Melissa Schmitz, Resiliency Coordinator (DPW)

APPROPRIATE COMMITTEE: RDA

NAME OF GRANT/FUNDING SOURCE: Green Infrastructure for the Shipyard Redevelopment /EPA-GLRI

AMOUNT OF GRANT REQUEST: \$565,300

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

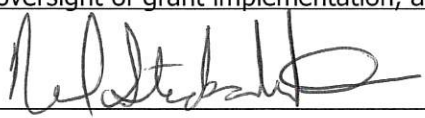
TIMEFRAME OF GRANT: 4/18/2022 through 5/31/2023

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): This project integrates green infrastructure for stormwater management into a major coastal redevelopment project on a brownfield site along the Fox River. Structural tree pit systems will be installed in a riverfront promenade and will filter phosphorus and sediments in stormwater runoff that drain to the Fox River and Bay of Green Bay (Area of Concern). Benefits include reduced stormwater runoff and nutrient loading, thereby reducing harmful algal blooms and improving water quality. Improved aquatic conditions will benefit recreational opportunities and fish and wildlife conditions. The project will also help alleviate urban flooding that impacts the Seymour Park Neighborhood.

How does the grant meet City/Department needs? The grant supports recreational, economic, and environmental goals of the City.

What are the personnel requirements (include both existing and new staff) of the grant? CED and DPW staff will be responsible for oversight of grant implementation, administration, and reporting.

DEPARTMENT HEAD SIGNATURE: 

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$565,300

CFDA/STATE ID #: 00E03131

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



GRANT TRACKING FORM

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on: Construction/installation of structural tree pit systems for stormwater management in Phase 1 of the Shipyard Redevelopment Project.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

August 9, 2022

PREPARED BY

Krista Cisneroz, Staff

AGENDA ITEM # F.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2022
2. Check Report

Redevelopment Authority
Financial Report
CDBG
07/31/2022

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	-	41,630.59	-	114,613.08
CDBG Eligible Areas HILP Program	-	89,973.00	-	53,225.00	-	36,748.00
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	170,769.67	250,000.00	-	359,588.79
ED Façade & Demo Loans	-	134,123.12	-	55,347.20	-	78,775.92
Administration	-	169,086.79	-	128,926.17	-	40,160.62
\$	-	\$ 1,527,204.31	\$ 182,192.41	\$ 541,953.96	\$ -	\$ 1,167,442.76

CARES CDBG-CV Funds	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Administration	-	16,270.14	-	16,270.14	-	-
Businesss Improvement Districts	-	29,750.00	-	-	-	29,750.00
Homlessness Assistance Programs	-	70,276.51	-	-	-	70,276.51
Economic Development Business Relief	-	16,500.00	-	10,000.00	-	6,500.00
Essential Frontline Employoyee Relief Program	-	44,391.65	-	-	-	44,391.65
Rental/Mortgage Assistance Program LMI	-	155,518.06	-	77,068.14	-	78,449.92
Urgent Need-Business Relief and Rental.Mortgage	-	50,000.00	-	5,000.00	-	45,000.00
\$	-	\$ 382,706.36	\$ -	\$ 108,338.28	\$ -	\$ 274,368.08

Redevelopment Authority
Financial Report
HOME
07/31/2022

	2022 Budget	2021 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	657,323.60	171,168.02	51,960.00	69,594.00	706,937.62
CHDO Projects	-	201,000.00	-	-	-	201,000.00
Downpayment Closing Cost Assistance	-	53,500.00	-	30,000.00	-	23,500.00
Housing Development Projects	-	758,943.03	-	-	-	758,943.03
Administration	-	88,234.97	19,018.67	23,687.94		83,565.70
HOME-ARP Admin	-	97,410.80	-	-	-	97,410.80
	\$ -	\$ 1,856,412.40	\$ 190,186.69	\$ 105,647.94	\$ 69,594.00	\$ 1,871,357.15

City of Green Bay RDA
Check Register
July 31, 2022

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21608	07/20/2022	BROWN COUNTY TREASURER	4,000.00
21609	07/20/2022	CITY OF GREEN BAY	49,418.22
21610	07/20/2022	NEIGHBORHOOD HOUSING SERVICE	500.00
21611	07/20/2022	NEIGHBORHOOD HOUSING SERVICE	55,676.75
21612	07/20/2022	NEWCAP, INC.	1,552.99
21613	07/20/2022	WISCONSIN MEDIA	94.02
			<u>\$ 111,241.98</u>