AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, NOVEMBER 8, 2022, 1:30 PM
In person at City Hall, Room 604 - The Harry Maier Room.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the November 8, 2022, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the October 11, 2022 and October 25, 2022, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action on a request to amend Development Agreement 2021-01 with Merge, LLC.

2. Consideration with possible action to approve a request for the sale of the lot located at 508 Kellogg Street for the development of a two-story, single-family rental property.

3. Consideration with possible action on approval of a development agreement with Journey to Adult Success (JAS) for the site located at 100 S. and 110 S. Baird Street and 1368 E. Walnut Street.

4. Consideration with possible action to approve a term sheet with Greater Green Bay Habitat for Humanity for a redevelopment project on Parcel No. 21-1361-6.

5. Consideration with possible action to approve the use of 164 N. Broadway by On Broadway, Inc. for the Christkindlmarket pilot series from November 15, 2022 to December 19, 2022.

6. Consideration with possible action to approve a contract with Visual Impact for $68,975 plus freight for the decorative light fixtures in the Legends District.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Next Regular Meeting: December 6, 2022 at 1:30 PM

G. Adjournment.

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

Virtual Meeting Instructions

Redevelopment Authority

Zoom Meeting Information

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

Meeting ID: 831 8804 4732
Passcode: 084117

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

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
Meeting ID: 831 8804 4732
Passcode: 084117
Find your local number: https://us02web.zoom.us/u/kc4U7kFumh

Public Comments

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

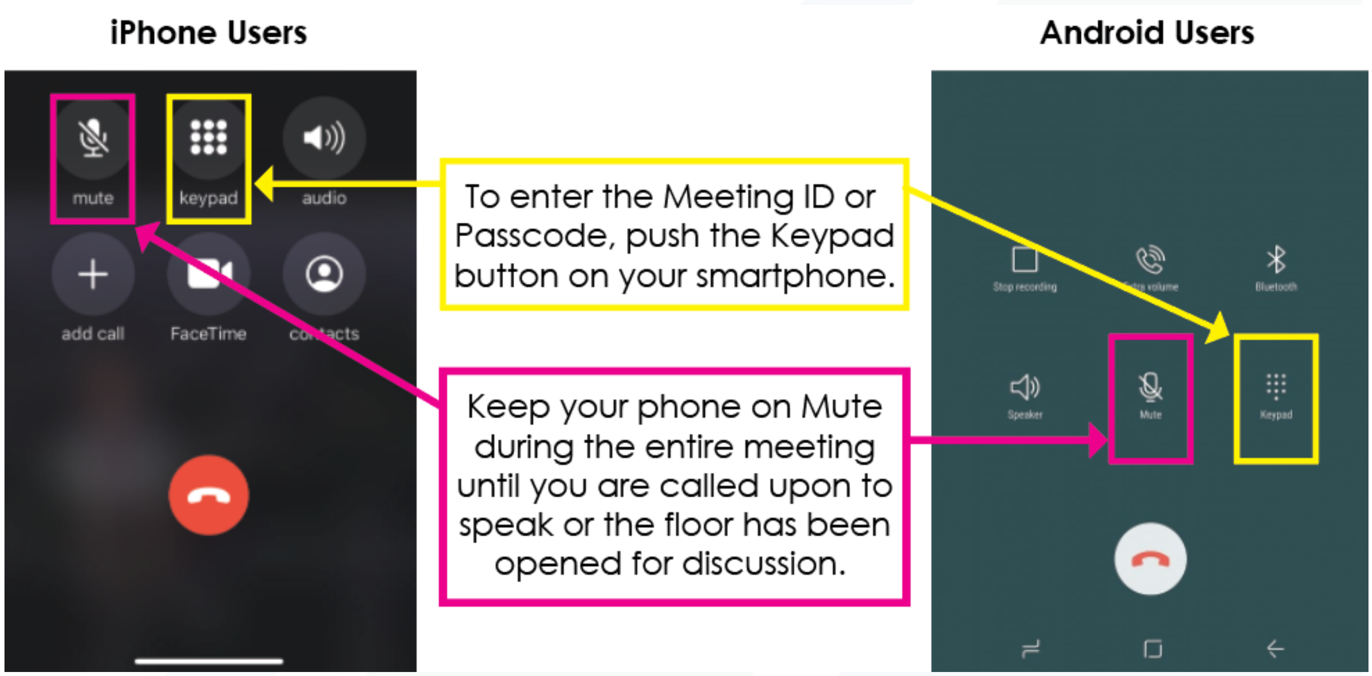
Additional Information

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

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

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
    a. If you're using a smartphone, look at your screen and click the Mute button



Report to the
Redevelopment Authority of the City of Green Bay

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

AGENDA ITEM # E.1

Consideration with possible action on a request to amend Development Agreement 2021-01 with Merge, LLC.

BACKGROUND

In May 2021, the Redevelopment Authority and Green Bay Common Council approved Development Agreement 2021-01 with Merge, LLC, which will facilitate the redevelopment of the Shipyard North site at 239 Arndt Street, 101 Bridge Street, and 119 Bridge Street (Tax Parcels 3-551, 3-554-A, and 3-556). The developer plans to construct approximately 225 market rate apartments in two four-story buildings with approximately 4,000 square feet of ground floor restaurant or retail space. The City estimates the aggregate assessed property value will be $21,000,000 when the project is complete.

Due to unforeseen challenges in soil conditions onsite, the developer requests a second amendment to the Development Agreement which would allow for changes in sequencing and timing for certain public and private site improvements. The developers' engineers have found that soil conditions on the north side of the site are suitable for immediate development, whereas conditions further south require additional time for settling before construction may begin. Therefore, the developer proposes to start construction with the northern building (previously referred to as Building Two) as part of Phase I, and follow with construction of the southern building (previously referred to as Building One) as part of Phase II. This change in sequencing of their private improvements requires a change in sequencing to planned public improvements. Merge requests that the City design and construct Bridge Street improvements to coincide with their revised first phase, and design and construct Ardnt Street improvements to coincide with their revised second phase.

The developer also requests a six-month extension for the substantial completion date for the revised Phase I, extending the timeline from May 31, 2024 to December 31, 2024. An extension for total site redevelopment (revised Phases I and II) is not being requested and will remain at May 31, 2026.

Other amendments to the Development Agreement include:

- Updated assessed mill rates listed in Recitals
- Updated key project milestone dates identified throughout the document to reflect the six-month extension to complete Phase I
- Section IV.K Improvement of Property updated requiring developer to install and maintain a gravel drive lane for temporary fire access to serve Phase I before completion of Phase II
- Section IV.Q Environmental updated to include language addressing soil conditions
- Section VII.B. Remedies to Default updated to further specify withholding of PayGo payments

RECOMMENDATION

To approve the Second Amendment to Development Agreement 2021-01 with Merge, LLC, subject to final formatting and approval by the City Attorney, and forward to Council for their consideration.

FISCAL IMPACT

The six-month delay in development may have a negative impact on the amount of increment that could be generated by and for the project over the life of the TID.

ATTACHMENTS

1. Merge Shipyard - Development Agreement Amendment 20221103 RDA Draft

City of Green Bay
Department of Community and Economic Development

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 2021-01
MERGE @ THE SHIPYARD

> **Commented [MB1]:** Formal document to be considered by RDA/Council will match format of Amendment 1. This redlined copy is to help coordinate on proposed changes.

This Development Agreement is made this _________ day of ___________________________, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MERGE, LLC, an Iowa limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
3-551	239 Arndt St.	4.67	$0.00
3-554-A	101 Bridge St.	0.29	$0.00
3-556	119 Bridge St.	0.70	$0.00

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately five and sixty-six hundredths acres (5.66) of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B. The City and/or RDA and/or Developer shall cause a Certified Survey Map ("CSM") to be prepared, approved, and recorded with the Brown County Register of Deeds, which shall illustrate all new parcels created through the actions of Section III. B. 1., and which is herein attached as EXHIBIT C.

C. Developer intends to complete a Project, which involves the construction of a four (4)-story residential structure with two wings connected on the west side of the building (Building One) with approximately one hundred nine (109) market-rate rental units; and a separate four (4)-story mixed-use structure with two wings connected on the north side of the building (Building ~~One~~ Two) with approximately one hundred twenty-nine (129) market-rate rental units and approximately four thousand (4,000) square feet of restaurant and/or retail space; ~~and a separate a four (4)-story residential structure with two wings connected on the west side of the building (Building Two) with approximately ninety-six (96) market-rate rental units;~~ and related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT D.

D. As of January 1, 2020, the Property has an aggregate assessed value of zero dollars ($0.00), which based on the assessed tax rates in effect as of January 1, 2020, the Property yields approximately:

1. Zero dollars ($0.00) in total real estate taxes annually (assessed mill rate of $24.~~62~~80);

> **Commented [NS2]:** Update to $24.80, subject to change. The City's mill rate is likely to decrease with the recent revaluation. The full impact of this change will need to be analyzed with the updated proforma.

2. Zero dollars ($0.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.~~62~~80; and

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

3. Zero dollars ($0.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.~~72~~80.

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twenty-one million dollars ($21,000,000.00) which is anticipated to yield approximately:

Commented [MB3]: To ensure value didn't decrease, we would like Merge to send latest plans and proforma so City Assessor can confirm value

1. Five hundred five thousand, four hundred seventy dollars ($505,470.00) in total real estate taxes annually (assessed mill rate of $24.~~62~~80);

2. Five hundred five thousand, four hundred seventy dollars ($505,470.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $24.~~62~~80; and

3. One hundred ninety-eight thousand, six hundred sixty dollars ($198,660.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $9.~~72~~80).

Commented [NS4]: $9.80 projected to change. Again, the mill rate is projected to decrease with the most recent revaluation.

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" or the "TID"), which will provide part of the financing for certain costs of the Project.

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

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

I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical (soil, water, air) landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

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

II. DEFINITIONS; EXHIBITS

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

A. "Affiliate" means any entity majority owned or controlled by, in control of, or under common control with Developer, or is a subsidiary of which Developer is a member.

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

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

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

E. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be zero dollars ($0.00).

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

G. "Completion Date" means the substantial completion of both Building One and Building Two, as evidenced by issuance of certificates of occupancy for those buildings.

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

I. "Developer" means MERGE, LLC, or any assignee of the same.

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

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

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

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

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

O. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

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

    1. road, pedestrian, and bicycle improvements; and

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

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

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

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

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

Q. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 5.

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

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

T. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

U. "TID" means Tax Increment District Number Twenty-Two: The Shipyard ("TID 22" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 22 in 2019; TID 22 terminates in 2046.

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

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

III. TAX INCREMENT FINANCING

A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer. The Developer's out of pocket costs for any such independent analysis requested by the City or RDA shall be a Qualified Expense reimbursable to the Developer notwithstanding the limitations in Section III.C.2.

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

1. Property Transfer. The City and/or RDA shall convey the Property to the Developer no later than February 1, 2023 through the following process:

   a) The City and/or RDA shall contribute the Property to Developer or, upon Developer's request, to Developer's Affiliate, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, in exchange for an interest in transferee with a percentage interest and capital account commensurate with its proportionate value, as agreed by the parties, and shall provide an owner's policy of title insurance at the time of conveyance.

   b) The City and/or RDA shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), which shall include:

      (I) The creation of a new right-of-way and/or City and/or RDA-owned parcel that extends fifty (50) feet in width from the existing eastern Fox River shoreline of 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street (Tax Parcels 3-554-A, 3-556, 3-551) and the existing southern Fox River shoreline of the 239 Arndt Street (Tax Parcel 3-551); and

(II) The creation of a new right-of-way and/or City and/or RDA-owned parcel, south of the existing Arndt Street right-of-way, which extends fifty (50) feet from the western boundary of 239 Arndt Street (Tax Parcel 3-551) to the eastern terminus of the existing Arndt Street right of way; and

(III) The City and/or RDA will, as required, grant the Developer easements to permit the construction, operation, and maintenance of a permanent patio, landscaping, berms and/or retaining walls as required by federal, state, and local floodplain regulations within the new right-of-way and/or City and/or RDA-owned parcel(s) described above in (I) and (II).

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

d) The RDA shall have a right to put its interest in the Developer or, upon Developer's request, to Developer's Affiliate, (as referenced in section III.B.1.a)) to an Affiliate of Developer (as specified by Developer) for the purchase price of $1,000 at any time after the aggregate assessed value of the Property is equal to or greater than $18,750,000.

e)

2. Public Improvements. Prior to the dates or timelines specified below, the City and/or RDA shall, at their expense, complete the following Public Improvements in accordance with all applicable codes and ordinances:

a) Bridge Street. By December 31, 2024, design and construct appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users in compliance with current industry standards.

~~a)~~b) Arndt Street. ~~One year after the date a certificate of occupancy is issued for Building One,~~ By June 30, 2026, design and construct appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users, in compliance with current industry standards. The RDA and/or City shall take steps in accordance with all applicable codes and ordinances to rename the segment of Arndt Street east of Broadway to a new name agreeable to the parties.

~~b) Bridge Street. One year after the date a certificate of occupancy is issued for Building Two, appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on Bridge Street between Broadway and the Fox River, in compliance with current industry standards.~~

c) The Shipyard. The City and/or RDA shall construct a signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property, in accordance with all applicable codes and ordinances, which includes the following phases and timelines:

(I) Phase 1 - December 31, ~~2022~~2023. A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch.

(II) Phase 2 – One year after a certificate of occupancy is issued for Building One. A great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, play fountain or splash pad, and/or similar amenities.

~~(III)~~d) The Shipyard Phase 3~~ –~~. ~~One year after a certificate of occupancy is issued for Building Two~~ The City and/or RDA shall seek a development agreement with a private partner to ~~. A~~design and construct a commercial plaza with permanent and/or seasonal structures for food, beverage, retail, and recreation at 100 W. Mason St. (Tax Parcel 2-78) by May 31, 2027.

~~d)~~e) Environmental Remediation: The City and/or RDA shall submit and obtain a post closure modification request in accordance with requirements of the Wisconsin Department of Natural Resources (herein "WDNR") which allows for modification of the existing cap. The City will take necessary action to provide a site that has obtained WDNR closure with continuing obligations. The City and/or RDA will utilize City's environmental consultant (currently Stantec) to perform this work. Any further work warranted by the WDNR during site development, such as WDNR approvals, excavation and proper disposal of residual contamination, cap replacement, and installation of a vapor mitigation system, and associated costs is the responsibility of the Developer.

Commented [MB5]: May request two years to allow more time to secure private partner for development of phase 3

Commented [NS6R5]: Lets do fixed dates if we can.

Commented [NS7R5]: Subject to finding private development partner

3. Off-Street Public Parking. In the event the City constructs off-street public parking improvements on properties located at 401 S. Broadway (Tax Parcel 3-568), 511-513 S. Broadway (Tax Parcel 2-949-A), 515 S. Broadway (Tax Parcel 2-70), 517 S. Broadway (Tax Parcel 2-71) and S. Broadway (Tax Parcel 3-568-1), the City will make parking available to the Developer on an as-available basis, for as long as such property remains undeveloped.

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

   a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of fifteen million dollars ($15,000,000.00) on or before January 1, 2026.

   b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.

   c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.

e) Provided the aggregate assessed Property value meets or exceeds eighteen million, seven hundred fifty thousand dollars ($18,750,000.00) on or before January 1, 2026, the City shall make available seventy percent (70%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid. Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds fifteen million dollars ($15,000,000.00). In the event the aggregate assessed Property value is between fifteen million dollars ($15,000,000.00) and eighteen million seven hundred fifty thousand ($18,750,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of fifty-six percent (56%) for an amount equal to fifteen million dollars ($15,000,000.00), and seventy percent (70%) for an amount equal to eighteen million seven hundred fifty thousand ($18,750,000.00). For example, if the aggregate assessed Property value is sixteen million eight hundred seventy-five thousand dollars ($16,875,000.00) on January 1, 2026, the City shall make available sixty-three percent (63%) of the remaining TIF Increment to Developer.

f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

g) The City shall take all actions necessary to continue the existence of the TID in good standing through its current 2046 termination date.

h) Upon the request of the Developer or an assignee of the Developer's payment rights hereunder, the City or RDA shall provide a written certification of facts regarding the current amount due to the Developer or assignee pursuant to Section III.B.4, the current Available TIF Increment, and a confirmation of the person or location to which the City will make payments.

i) The PAYGo Reimbursement shall be available to Developer unless and until Developer challenges any of its real or personal property taxes for the Project below twenty-two million dollars ($22,000,000.00).

5. Qualified Expenditures. The TIF Incentive available to Developer under this Agreement shall be disbursed in the following priority, and only fund:

a) Public Improvements, as defined in Section II. P., and environmental remediation, and asbestos abatement as required by State and Federal law; then

b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then

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

6. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property. Notwithstanding the foregoing, Developer may sell or assign its payment rights hereunder to any party without the consent or the City or the RDA following the Completion Date, provided that the Developer provides the RDA and the City with timely written notice and a copy of such fully executed sale or assignment instrument.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. Subject to Section III.A., the City shall not be obligated to pay TIF Incentive in excess of the lesser of seven million five hundred thousand dollars ($7,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.

4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

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

2. The approximate location of any Future Projects proposed on the Property.

B. Construction Documents. Prior to ~~February September 1, 2022~~ April 1, 2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and

2. Full-color elevations for all sides of all proposed structures; and

3. Descriptions and actual samples of all exterior building materials; and

4. Descriptions and photographic examples of interior finishes; and

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

C. Development Budget. Prior to ~~June 1~~December 31, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:

1. Not less than twenty million dollars ($25,000,000) in "hard" construction costs for the entire Project; and

2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and

3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards

    a) Public Art on the Property; or

    b) Public Art within one-half (1/2) mile of the Property; or

    c) A separate Public Art project(s) approved by the RDA and GBPAC; or

    d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and

4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan or not be consistent with adopted plans or applicable zoning districts for the area. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

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

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than ~~June~~ December 31, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all costs for the Project. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

G. Proof of Financing. By no later than December 31,~~June 1~~, 2022, Developer shall have delivered proof reasonably satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Acquisition of Property. The City and/or RDA shall transfer all of the parcels comprising the Property and all of the necessary rights of way required for the Project in accordance with Section III. B. 1. herein. Each of the City, RDA and Developer shall provide copies of deeds and such other closing documents as requested by the other party regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

I. Certified Survey Map. The City and/or RDA shall prepare and obtain approvals for a CSM in accordance with Section III. B. 1. herein.

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

K. Improvement of Property. Developer shall promptly design and substantially complete Building One of the Project by ~~December May~~ December 31, ~~2023~~2024, and thereafter design and complete Building Two by ~~December~~ May 31, ~~2025~~2026. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, transfer of the Property as described in Section IV.H. and/or issuance of a building permit and all other permits or licenses required to commence construction, provided the Public Improvements described in Section III.B.2. are substantially completed by the City by the dates set forth herein. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after the Completion Date.

~~K.~~ 1. Temporary Fire Access. Developer shall install and maintain a temporary gravel drive lane for fire access extending east from the Arndt Street terminus to the Riverwalk promenade. This fire access shall be installed prior to a certificate of occupancy is issued for Building One and remain in place until a permanent fire access lane is constructed with Building Two. The temporary fire access lane shall be maintained year-round and kept clear of snow.

L. Reports and Information. During the period before the commencement of construction, Developer shall, upon request, provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall, prior to the Completion Date, submit a copy of annual, unaudited financial statements for Developer.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted as hard copies shall be submitted in triplicate if so requested by the City or RDA. Documents may also be submitted electronically.

N. Maintenance and Repair. Developer shall at all times following conveyance of the Property as described in Section 4.H., keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe and clean condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

O. Transfer or Sale of Project Property.

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

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

P. Easements. Developer, its Affiliates, and/or its assignees or transferees, as applicable shall grant to the City such easements over the Property as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement, provided that the parties agree to work together in granting easements so that all such easements do not materially adversely affect the value or functionality of the Project.

Q. Environmental.

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

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

    a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property occurring during the Developer's period of ownership of Property; or

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

   Notwithstanding any of the foregoing, Developer shall not have any obligation under this Section if the loss, damage, claim, fine, penalty, assessment, liability or other charge or claim results from the direct or indirect actions of the City or RDA or arises from conditions present or events occurring prior to the Developer's acquisition of the Property.

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

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

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

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

~~4.~~5. Soils Conditions. The Developer acknowledges that there are structural soil conditions on the site that have required mitigation to allow for construction, and that they have coordinated their own soils testing with the most recent data available from the City to evaluate those conditions and have elected to proceed with the project. The Developer has acknowledged these conditions and incorporated them into the Developer's project costs and project schedule, and are the obligation of the Developer to address.

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

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

a) Bodily Injury by Accident – one hundred thousand dollars ($100,000.00) per accident;

b) Bodily Injury by Disease – one hundred thousand dollars ($100,000.00) per employee; and

c) Five hundred thousand dollars ($500,000.00) policy limit.

2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

a) General Aggregate Limit – two million dollars ($2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars ($2,000,000.00);

b) Bodily Injury and Property Damage – two million dollars ($2,000,000.00) per occurrence;

c) Fire Legal Liability Damage Limit – one hundred thousand dollars ($100,000.00) per occurrence; and

d) Medical Expense Limit – ten thousand dollars ($10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:

a) Bodily Injury – two hundred fifty thousand dollars ($250,000.00) per person; and

b) One million dollars ($1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars ($250,000.00) per occurrence.

5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars ($1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss and subject to any requirements of a mortgage on the Property or Project, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

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

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

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

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

E. TID District. TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue. The City and RDA represent that as of the date of this Agreement, each has taken all of the actions required by the Wisconsin Department of Revenue in with regarding to the TID, is aware of no issues which could affect the good standing of the TID with the Wisconsin Department of Revenue, and no major changes to the TID which could affect its good standing are anticipated.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. The TID shall remain in effect and in good standing as certified by the Wisconsin Department of Revenue.

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

C. City/RDA Approvals. The City, the RDA or other applicable governmental bodies have provided all approvals contemplated by Sections IV.A. through IV.E. hereof,

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement that would adversely affect the ability of the Developer to perform its obligations hereunder.

C. Compliance with Zoning. The Project will conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property prior to the Completion Date, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project prior to the Completion Date, including all creditors holding liens or mortgages against the Property when and as the same become due.

Developer will pay all taxes and assessments levied against the Property when and as the same become due.

E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Iowa, is duly qualified to conduct business in the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

H. No Conflict. The execution, delivery, and performance of the obligations of Developer, the development company, and all principals of the development company pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor, to the knowledge of the officer of the Developer signing this Agreement, upon a due diligence evaluation, will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. To the knowledge of the officer of the Developer signing this Agreement upon a due diligence evaluation, there is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances at all times during its period of ownership of the Project.

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

M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats that, if successful, would reduce the aggregate assessed value of the Property to less than $22,000,000

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of thirty (30) days after invoice due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and thereafter diligently and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect when made;

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:

   a) Fraud; or

   b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Prior to the Completion Date, the Developer or any guarantor of the obligations of Developer is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within one hundred eighty (180) days of the date of filing;

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

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

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

2. ~~Offset and Recoupment.~~ Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;

2. ~~Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;~~
3. Specific Performance. Sue for specific performance;
~~3.~~
4. Sue for Damages. Sue for all damages caused by the Event of Default;

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

6. Interest. Collect interest on all delinquent amounts owed to the City or RDA at the rate of eight percent (8%) per annum from the date such amount was due; and

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

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

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

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

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

IX. TERMINATION

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

1. All Qualified Expenditures have been repaid in full by Tax Increment;

2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;

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

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

B. TIF Payments termination. TIF payments shall terminate upon the earliest of:

1. The year in which the TIF Incentive equals the lesser of seven million five hundred thousand dollars ($7,500,000.00)(plus costs of any independent analysis as provided in Section III.A.) or the total amount of Qualified Expenses incurred and paid by Developer as indicated by the Tax Incentive Cap in Section III. C. 2.;

2. Twenty-two (22) years after the date of execution of this Agreement, which is 2042.

C. Survival of Certain Provisions. Sections III. B. 1. d), IV.J., IV.O.2., IV. Q.2., IV. S, V.A., V.B., V.C.,V.D., V.E., VII.E., VII.G., VII.L., VIII.A., VIII. B., VIII.C., VIII. D., VIII. E., VIII. F., X.B., X.C., X.G., X .J., X.N., X.O., X.P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

B. Assignment. Except as provided below, prior to the Completion Date, Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA (other than to an Affiliate or Affiliates). Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld. Notwithstanding the foregoing:

a) Permitted Assignment: Developer may assign all of its rights and obligations with respect to a portion of the Property to one or more Affiliates, without prior approval of the City or RDA, so long as the proposed Affiliate assignee (i) agrees in writing to assume all of Developer's rights and obligations under this Agreement with respect to the portion of the Property transferred to the Affiliate, (ii) the Developer conveys all or a portion of the Property to the Affiliate assignee, (iii) the Developer provides the RDA and the City with timely written notice and a copy of such fully executed assignment and assumption agreement, and (iv) Developer directly or indirectly manages the Affiliate assignee.

b) Collateral Assignment of Development Agreement. Developer may assign its rights and obligations under this Agreement with respect to all or a portion of the Property to a lender or lenders, solely for the purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project or any portion thereof. Any such assignment shall become effective only following an event of default by Developer under the terms of the loan. No such assignment shall relieve Developer of any of its obligations hereunder.

c) Transfers of Equity Interests. Nothing herein shall prevent, and RDA and City consent shall not be required for, the transfer of equity interests in Developer or in any direct or indirect owner thereof, any portion thereof among family members, or trusts for the benefit of family members for estate planning purposes.

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

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

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

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

G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, pandemics, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials or labor, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds one hundred and eighty (180) days from the date the event occurred.

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

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 1, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City and/or RDA which are contemplated as part of this Agreement shall automatically expire.

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

1. Upon receipt if sent via electronic mail (e-mail

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

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

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

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: Clerkinquiries@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: Neil.Stechschulte@greenbaywi.gov
To the Developer:	MERGE, LLC Attention: Brent Dahlstrom, Principal 604 Clay Street Cedar Falls, IA 50613 e-mail: brent@mergeurbandevelopment.com
With a copy to:	Squire Patton Boggs (US) LLP Attention: Steven F. Mount 41 South High Street, Suite 2000 Columbus, OH 43215 e-mail: steven.mount@squirepb.com

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

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

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

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

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

O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording. Following termination of this Development Agreement and upon the request of an owner of any portion of the Property, the City and the RDA shall execute and record a memorandum indicating that this Development Agreement has been terminated and this Development Agreement no longer runs with the land nor binds owners of the Property (other than the Developer).

P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. The Developer warrants and represents that there will not be any mortgage or any other lien against the Property created by the Developer at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof) ; provided, however, that upon request of the Developer, the City and RDA shall execute such subordinations of this Development Agreement as may be reasonably required by a mortgagee providing financing for the Project.

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

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

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
MERGE, LLC

By: ______________________________________

____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this ________ day of _________________ 2020, the above named __________________________ , a member of MERGE, LLC, an Iowa 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 MERGE, LLC

THE CITY OF GREEN BAY

By: _______________________________________
Eric Genrich, Mayor

By: ____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and MERGE, 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 _________________ 2020, the above named __________________________ and __________________________, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

EXHIBIT B
Legal Description

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

(a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.

(b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

EXHIBIT C
Certified Survey Map ("CSM")

[to be inserted]

EXHIBIT D
Preliminary Concept Plan

[to be inserted]

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 8, 2022	Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve a request for the sale of the lot located at 508 Kellogg Street for the development of a two-story, single-family rental property.

BACKGROUND

The vacant lot located at 508 Kellogg Street was purchased using Neighborhood Enhancement Funds, is zoned R-1, and has a land value of $8,700.

Chris Properties, LLC has presented a current proposal to staff to develop a two-story, single-family rental property. The developer is offering to pay $8,000 for the lot with no additional funding needed from the RDA to complete this build.

Staff has reviewed the proposal and is recommending approval of a development agreement upon receipt of $8,000 for the purchase of the lot.

RECOMMENDATION

To approve the sale of the lot located at 508 Kellogg Street for the purchase price of $8,000 and the development agreement for the build of a two-story, single-family rental property.

FISCAL IMPACT

ATTACHMENTS

1. RDA Proposal 508 Kellogg
2. GIS Map 508 Kellogg

October 20, 2022

Green Bay Redevelopment Authority
100 N Jefferson St.
Green Bay WI 54301

RE: Lot located at 508 Kellogg St.

Hello

My name is Julie Christensen and I am interested in the lot at 508 Kellogg St. I currently own the house next door at 403 N Chestnut Ave. It is a rental property. We renovated the inside and plan on doing some updates on the outside as well.

I feel that it is a nice family neighborhood (especially being across from an elementary school) and would like to add an additional house on that lot.

Attached is a proposed house plan and site plan.

My timeline is to begin building in the Spring of 2023.

I will not need any city grants. My funding will be either from my current commercial line of credit or a construction loan.

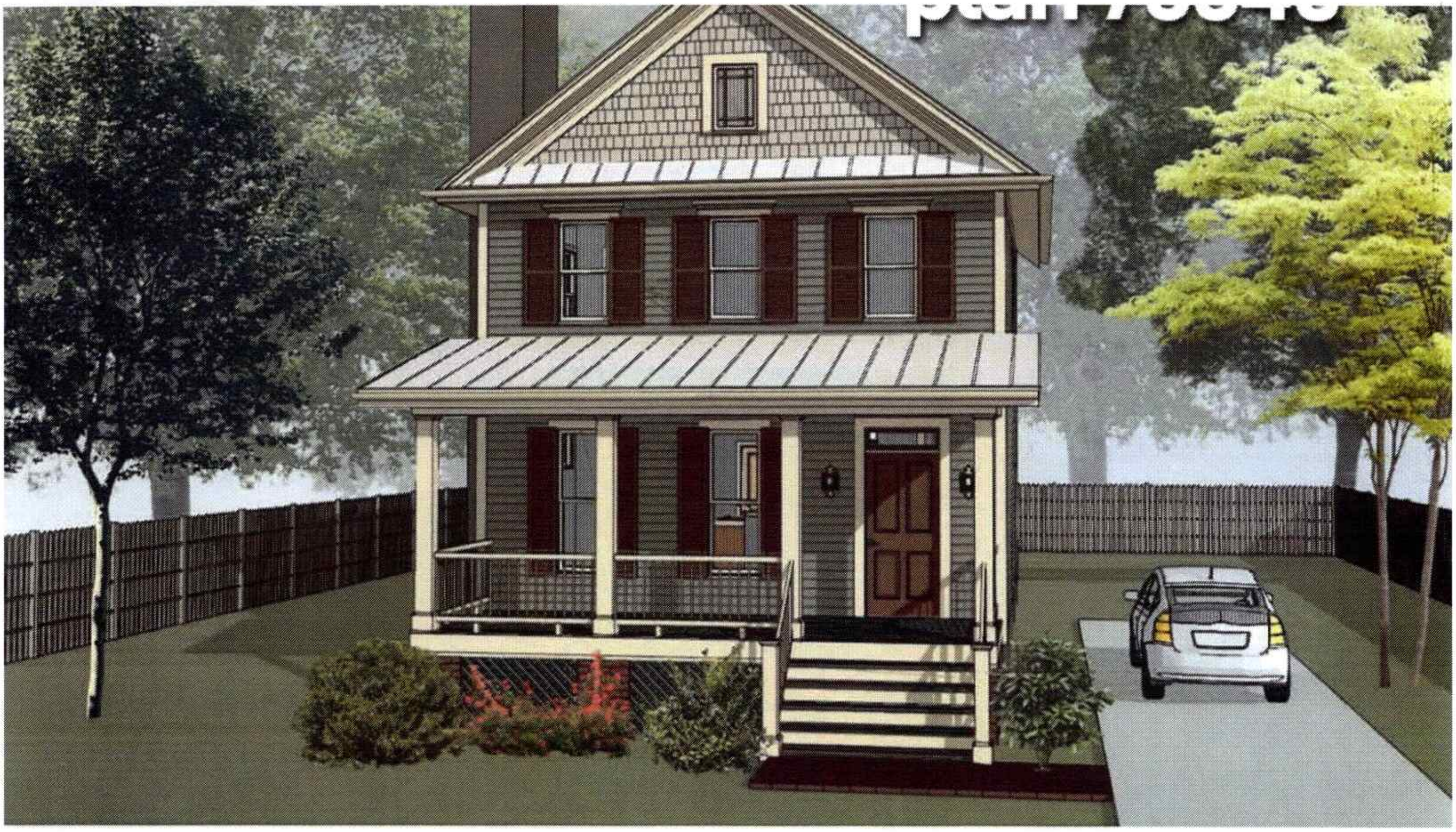
Your asking price is $8,700. Would you be willing to accept a cash purchase price of $8,000 with the guarantee of building the optional larger front porch? This would match the neighborhood nicely.

It is great to see how the Broadway area is growing and improving. I feel it is also important to make those neighborhoods safe and welcoming as well.

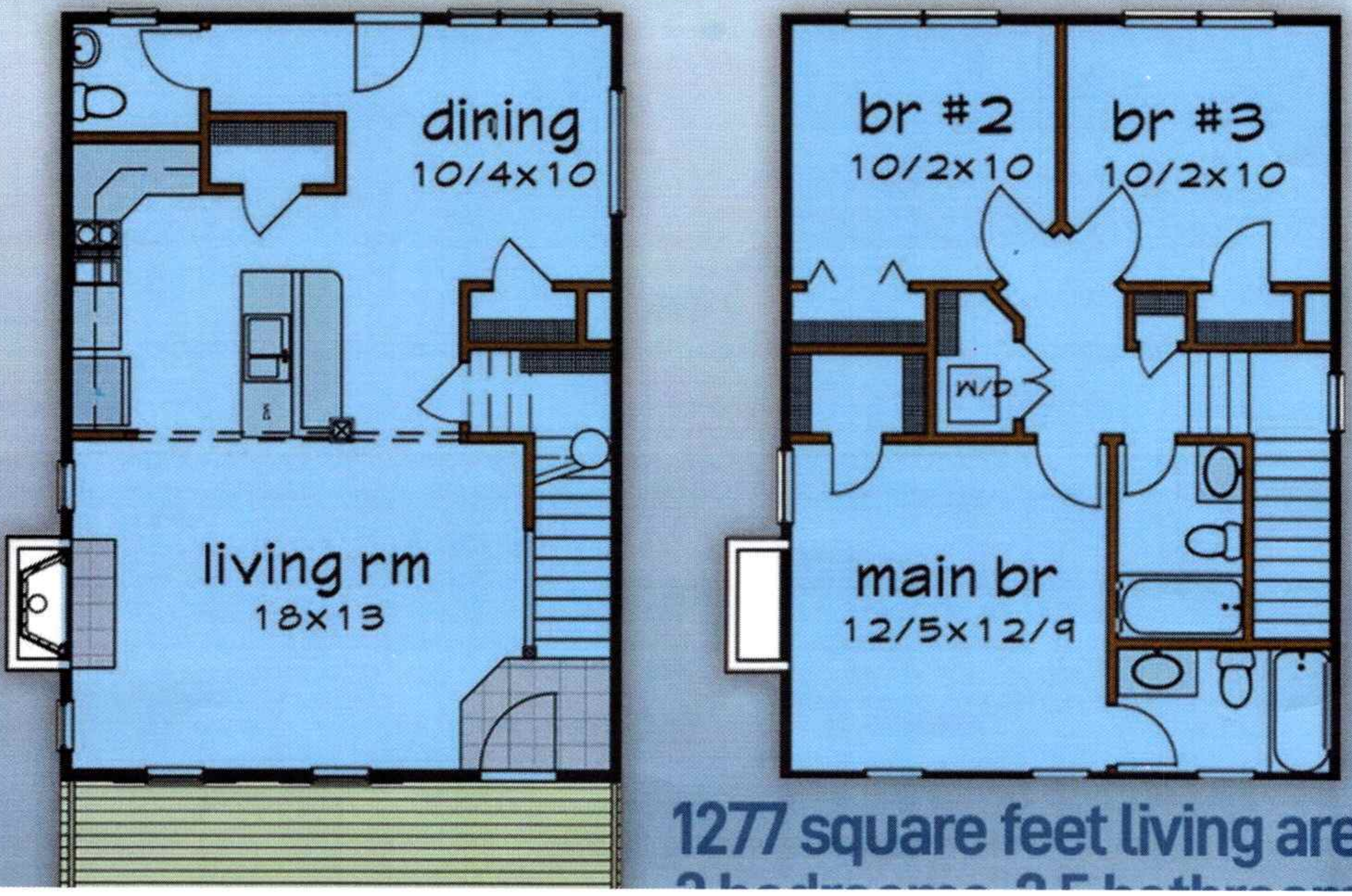
Thank you for your consideration!

Sincerely,

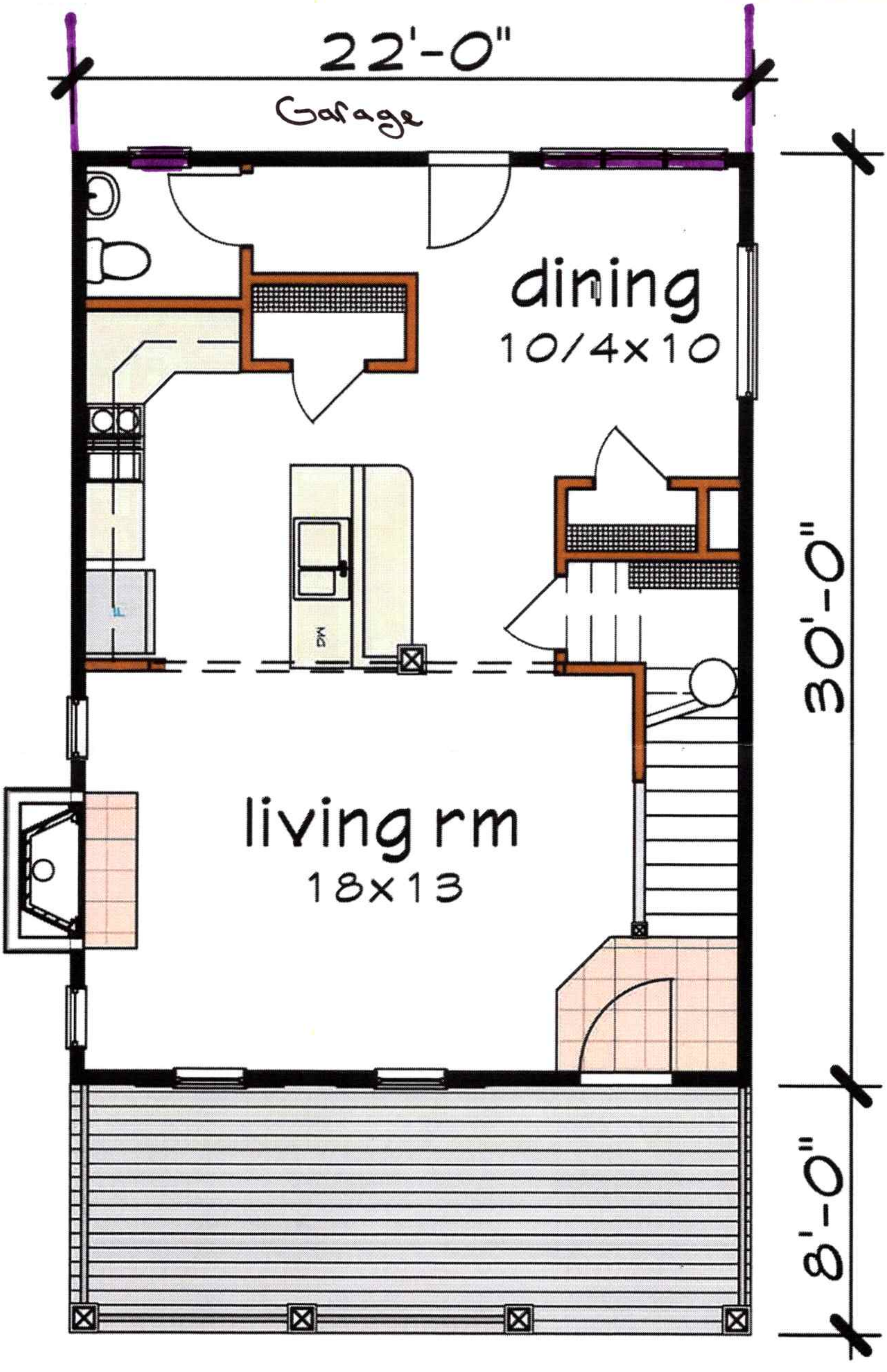
Julie Christensen
Chris Properties, LLC
920-737-5496



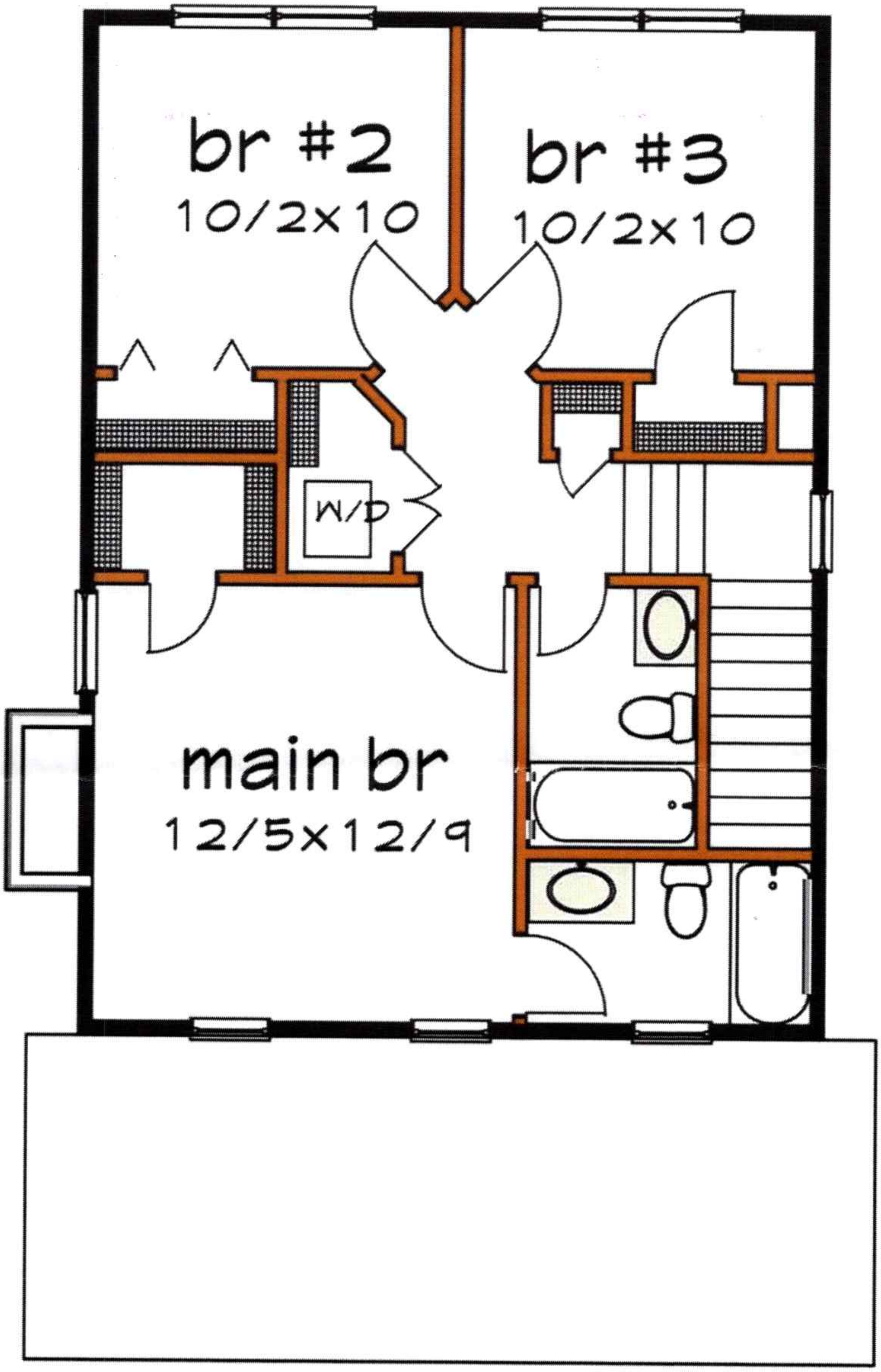
familyhomeplans.com 800-482-0464



1277 square feet living area



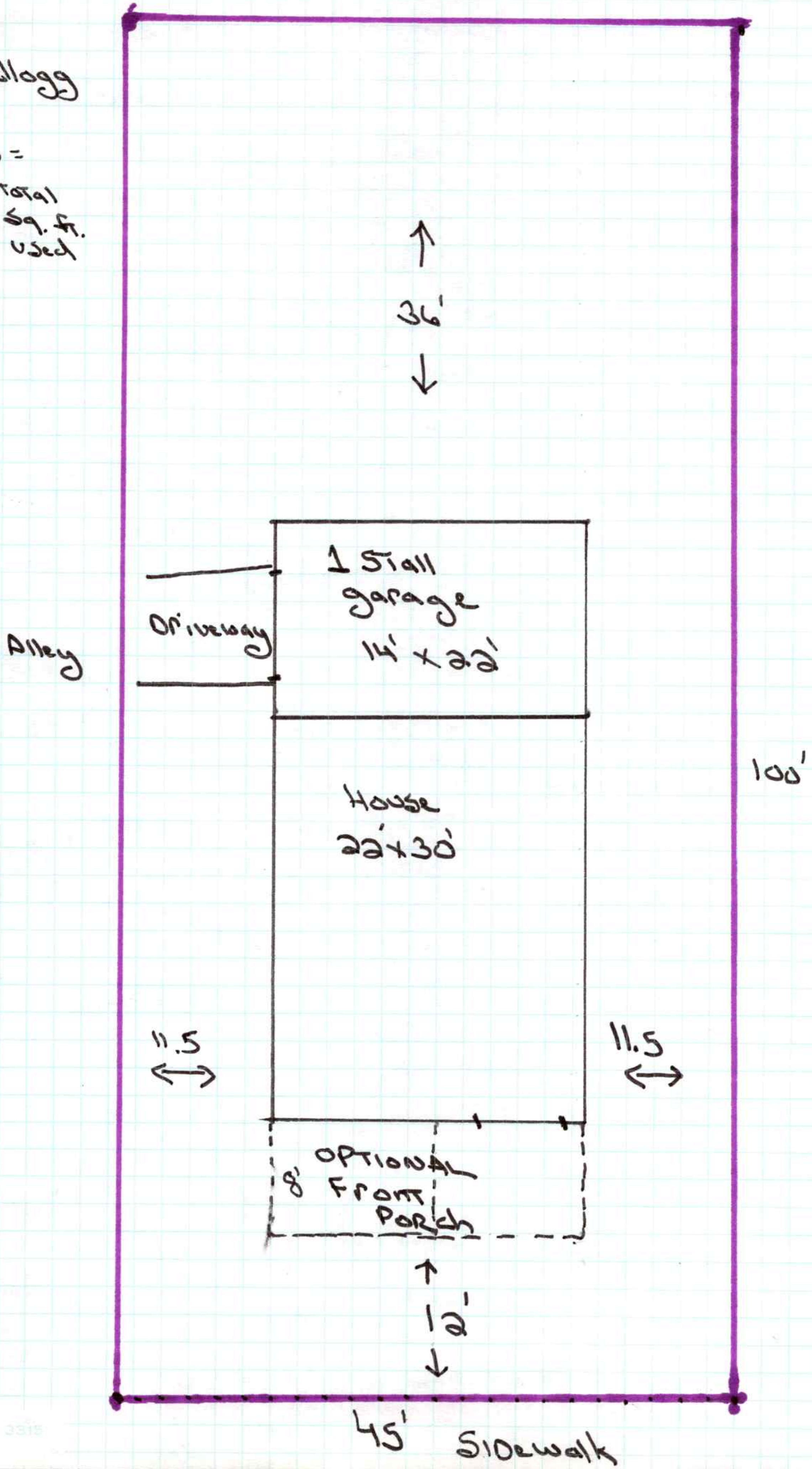
Floor 1 plan



Floor 2 plan

508 Kellogg

22' x 52' =
1144 Total
sq. ft.
used



Part of Brown County WI

Map printed on 10/27/2022

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 8, 2022	Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action on approval of a development agreement with Journey to Adult Success (JAS) for the site located at 100 S. and 110 S. Baird Street and 1368 E. Walnut Street.

BACKGROUND

In April of 2022, the RDA entered into a planning option with Journey to Adult Success (JAS) for the development of housing for foster and at-risk young adults at the site located at 100 S. and 110 S. Baird Street and 1368 E. Walnut Street that has a combined land value of $24,995.

Staff at JAS are requesting to enter into a one-year development agreement to begin the construction of the three (3) attached townhomes and the purchase of the three (3) lots for $500 as originally proposed. In addition to the development agreement, JAS is requesting $120,000, or $40,000 per unit, of TIDAH grant assistance to help cover the gap for construction.

Staff has reviewed the request from JAS and would like to approve the one-year development agreement, sale of property, and TIDAH grant assistance in the amount of $120,000.

RECOMMENDATION

To approve a one-year development agreement with Journey to Adult Success (JAS) for the creation of townhomes for housing foster and at-risk young adults, which includes sale of property and commitment of $120,000 in TIDAH Grant Funds.

FISCAL IMPACT

ATTACHMENTS

1. TIDAH Application
2. Development Agreement
3. Development and TIDAH request

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

Phone 920.448.3400
Fax 920.448.3426

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) PROGRAM APPLICATION FORM

Name/Company: Journey to Adult Success	
Contact Person: Eunice White	
Current Address: PO box 11301, Green Bay, WI 54307	
Telephone Number: (Home)	(Work) 920-609-5071
Email: ewhite@journeytoadultsuccess.com	

Type of Application: (mark all that apply)

Acquisition:	New Construction: ✓	Rehabilitation:

Type of Applicant: (mark all that apply)

Non-Profit: ✓	For-Profit:	Project Developer:	Project Owner:

Project Location: 100 S. Baird, 110 S. Baird, 1368 E. Walnut
RDA/CITY owned parcel? YES or NO: YES
Does applicant have formal control over the site? YES or NO: NO
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE: YES

Project Cost:

Total Cost of Project: 1,200,000	Total # Units in Project: 3
TIDAH Funds Requested: 120,000	Rental Project or Homebuyer: Rental Project

Project Description:

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

Project will include 3 town homes . 2 units will have 3 bedrooms 1.5 baths and 1 unit will have 5 bedrooms with 2.5 baths.
Project will serve low to moderate income residents. Neighborhood consists of multi family dwellings and mostly rental units.
Directly across the street are new single family home residences . Our project will blend in with the surrounding newer buildings and the other multi family dwellings.

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

Youth exiting foster care lose most of their funding and have no identified residence to go to and are academically not prepared for higher education. Journey to Adult Success (JAS) provides resources to these identified youth and operates a fully furnished home
The program provides structure and security for young adults in need of resources and structure while on their path to independence and adult success. The young adults we serve are unemployed and if employed are making minimum wages
The pandemic has only made worse the shortage of safe, affordable housing in our community and landlords are not apt to rent to young adults with no job or rental history. JAS offers transitional living with on site support services.

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

Our primary target is youth who have aged out of foster care, been touched by foster care and other youth in need. These youth are unemployed, and/or underemployed. Our participants are mainly from Brown County and are approximately 50%female and 50% male including LBGTQ. Historically our population consists of African American, Native American, Asian American, Caucasian and Hispanic. Academically our youth are at varying levels.; They may or may/not have graduated high school, working on obtaining a GED , enrolling in higher education such as the UW system and the local tech colleges, and lastly working on maintaining a current job and securing job training.

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

Our initiative is to intervene and prevent homelessness among our young adults . The Brown County 2021 Life study cited a lack of adequate and affordable housing for the LMI population. This contributes to the barriers of escaping poverty along with the cited barrier of low wages. Our program seeks to address these barriers by providing housing along with coaching and support of young adults to obtain higher education and /or job training resulting in higher wages and a sustainable living wage.

e. Households/Persons Benefited:

Total # of households:	Total # of persons:

Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI									
31 to 80% AMI									3
81% + AMI									
TOTAL									

Project Costs & Use of TIDAH funds:

a. New Construction or Rehabilitation

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units				
New construction of residential units	1,200,000	120,000	10%	
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land	530.00			
Buildings	0			
Other Expenses:	0			
(Detailed explanation must be attached)				

c. Site/Off-site Improvements

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

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS	1,200,530	120,000	10%	
Percentage of TIDAH Financing Project	10%			
Total number of units	3			
Total number of TIDAH units	3			
Other: (Detailed explanation must be attached)				

Sources of Funds: Grants, Loans or Other Investors

a. Please attach commitment letters

b. Grant sources (complete as applicable)

Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date
multiple funders				
see attached fund sheet				

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

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

Applicant's Certification:

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

Eunice White — 10-27-22

Signature — Date

Signature — Date

Please initial the following:

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

(For Office Use Only)
Date received: ____________________
Option awarded: __________________
Payment received: ________________

Equal Housing Opportunity

DEVELOPMENT AGREEMENT BETWEEN
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA")
AND JOURNEY TO ADULT SUCCESS (JAS) ("DEVELOPER")
FOR
100 S. AND 110 S. BAIRD STREET AND 1368 E WALNUT STREET

THIS AGREEMENT is made by and between the Redevelopment Authority of the City of Green Bay (hereinafter called "RDA"), and Journey to Adult Success (hereinafter called "JAS") on November 8th, 2022;

WHEREAS, 100 S. Baird, 110 S. Baird and 1368 E Walnut Street and legally described in Exhibit "A" (hereinafter called the "RDA Site"), was acquired by the RDA for the purpose of inducing private enterprise to construct affordable housing, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER desires to complete construction of townhomes for the purpose of housing foster and at-risk young adults, located on the RDA Site and assume the responsibilities outlined in this development agreement;

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

I. PROJECT SCOPE. The Project includes construction of Three (3) attached townhomes on the RDA Site as proposed in the attached proposal marked Exhibit "B" (hereinafter the "Project").

II. PROPERTY TRANSFER. The RDA shall transfer the site to the DEVELOPER for the purchase price of five-hundred dollars ($500) no later than December 31, 2022.

III. DEVELOPER OBLIGATIONS.

A. DEVELOPER is responsible for obtaining all necessary permits and shall construct the structure in conformance with all state and local building codes, rules and regulations.

B. The Project shall be designed in such a manner that it is similar to the predominant housing style in the neighborhood and shall conform to the proposal as submitted in conjunction with this Agreement.

C. During project implementation, DEVELOPER shall advise RDA staff as to the progress of the construction and allow staff on site to review the progress of the Project.

IV. PROJECT COMMENCEMENT. DEVELOPER shall commence construction of the Project by December 31, 2022 (hereinafter "Commencement Date").

V. PROJECT COMPLETION. DEVELOPER agrees to complete the construction of the Project in accordance with RDA and CITY approved plans no later than December 31, 2023 (hereinafter "Completion Date"). The Project shall be deemed completed upon issuance of an Occupancy Permit by the City of Green Bay. In the event DEVELOPER fails to complete construction by the Completion Date, the DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

The DEVELOPER will work in earnest to transfer the completed Project through sale and Warranty Deed to an owner occupant within 12 months of Completion Date. In the event, DEVELOPER fails to sell and warrant the completed Project within the allotted time, the DEVELOPER and RDA shall come to an agreement with revised timeline for sale and transfer of Project.

VI. <u>TERMINATION AND REMEDIES.</u>

A. It is the intent of the Project to generate tax base, eliminate blight within neighborhoods, encourage home ownership and enhance the neighborhood. These goals have both tangible and intangible costs that are difficult to place a value on. Therefore, in the event the DEVELOPER fails to complete the construction of the Project by the Completion Date, the RDA may at its sole discretion take one, a combination, or all of the following actions as liquidated damages:

1. The RDA may charge liquidated damages in the amount of $100 per day for each day beyond the completion date until such time that certificate of occupancy is granted.

2. The DEVELOPER shall transfer the RDA site back to the RDA upon written request of the RDA and at no cost to the RDA. This transfer to the RDA shall be via warranty deed and the RDA site shall be subject to no liens or other encumbrances other than those existing at the time of the original transfer by the RDA.

B. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not be cured or remedied within a reasonable time, the aggrieved party may institute proceedings as may be necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

C. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the RDA. Accordingly, the RDA may, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA may seek damages as authorized.

VII. <u>MISCELLANEOUS PROVISIONS.</u>

A. DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA to such injunctive relief or other remedies as may be available at law.

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

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

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

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

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

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

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

I. ENVIRONMENTAL ASSESSMENT. The parties understand and acknowledge that the RDA and City of Green Bay have no knowledge of activities that occurred on the premises that would have included the storage, treatment, or disposal of hazardous substances. The RDA and City of Green Bay have fully disclosed to DEVELOPER any reports, analysis, studies, or other documents that would identify contaminants on the premises. DEVELOPER acknowledges that DEVELOPER has had a full and fair opportunity to inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises. DEVELOPER agrees to purchase the premises as is and where is.

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

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

TO DEVELOPER:	Eunice White, Director Journey to Adult Success (JAS) PO Box 11301 Green Bay, WI 54307
TO RDA:	Neil Stechschulte, Secretary Redevelopment Authority of the City of Green Bay 100 North Jefferson Street, Room 608 Green Bay, WI 54301

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

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

SIGNATURE PAGE TO FOLLOW

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

Redevelopment Authority of the City of Green Bay

Gary J. Delveaux, Chairman

Neil Stechschulte, Secretary

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this ____ day of ____ ____, the above named

Gary J. Delveaux, Chairman;

Neil Stechschulte, Secretary

Redevelopment Authority of the City of Green Bay

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.

My commission is permanent. (If not, state expiration date: ____ ,20 ____ .)

Developer: Journey to Adult Success

Eunice White, Director

ACKNOWLEDGMENT

State of Wisconsin

Brown County. Personally came before me this day of , the above named

Eunice White, Director

Journey to Adult Success

to me known to be the person ___ who executed the foregoing instrument and acknowledge the same.

Notary Public Brown County, Wis.

My commission is permanent. (If not, state expiration date: ____ ,20 ____ .)

THIS INSTRUMENT WAS DRAFTED BY

Ronda Bitney

Redevelopment Authority of the City of Green Bay

EXHIBIT A

Legal Description of the RDA Site

Parcel Number: 14-232, 14-232-A, 14-234

Legal Description:

The Northerly 100 feet of Lot 781, Plat of Navarino and the Northerly 100 Feet of that part of Private Claim 2, lying between the East line of said Lot 781 and the West line of Baird Street South of Walnut Street, all in the City of Green Bay, East side of Fox River, Brown County Wisconsin, excepting Therefrom that part thereof begin used for road purposes as described in Volume 986 Records, Page 85.

The South 54 feet of the North 154 feet of Lot 781, Plat of Navarino and the South 54 feet of the North 154 feet of that part of Private Claim 2, East, lying between the East line of said Lot 781 and the West line of Baird Street and South of Walnut Street, all in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Lot 782, Plat of Navarino, in the City of Green Bay, East of Fox River, Brown County, Wisconsin.

Journey to Adult
SUCCESS

PO Box 11301
Green Bay, WI 54301

w: journeytoadultsuccess.com
e: ewhite@journeytoadultsuccess.com
p: 920.609.5071

Green Bay Redevelopment Authority
Attn: Rhonda Bitney
100 North Jefferson Street
Green Bay, WI 54301

October 26, 2022

Dear Ms. Bitney,

This letter is to formally request the Green Bay Redevelopment Authority to proceed with a Development Agreement for parcels 14-234, 14-232, and 14-232A. As previously agreed, the parcels will be given to Journey to Adult Success, for the sum of $500.00.

We would like to also request the amount of $40,000 per unit for a total of $120,000 from the TIDAH funding opportunity.

We appreciate your work within the community, and we sincerely appreciate your support of our program in this way. Please let me know if you have any questions or need anything else at this time.

Sincerely,

Eunice White

Executive Director

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 8, 2022	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve a term sheet with Greater Green Bay Habitat for Humanity for a redevelopment project on Parcel No. 21-1361-6.

BACKGROUND

Greater Green Bay Habitat for Humanity (Habitat) purchased Parcel No. 21-1361-6, which was previously owned by Encompass and was leased for community gardens. The site has the potential for the development of 14 new, single-family home sites. The area will need to have a street installed, which will connect Ricky Drive and Richmond Street and provide street access for the new development. Habitat plans to construct a variety of different housing models, including townhomes, fully accessible housing, and homes with various bedroom sizes to house small and large families. This site is located in close proximity to the TID 10 boundaries at Main and Mason, JBS development site, and the Imperial Lane neighborhood.

In consulting with our Department of Public Works, it was estimated that the cost to construct a new street would be $450,000. There will also be the need for storm water management. We have committed to working with Habitat on new and innovative ways to manage stormwater on the site in hopes of not having to build a retention pond. The costs for the street would come from TID 10.

Habitat is asking for the City to use TID 10 funding to construct the street. They have also asked for an additional $200,000 of HOME or ARPA funds for the potential gap in the construction of these single-family homes. Habitat has agreed to sell these houses to families at or below 80% of the median income. The properties, upon sale, will also become taxable properties.

Habitat has asked to enter into a term sheet with the RDA to obligate funding for this project and to have a commitment from the City for the construction of the street.

RECOMMENDATION

To approve a term sheet with Greater Green Bay Habitat for Humanity for a redevelopment project at Parcel No. 21-1361-6.

FISCAL IMPACT

The current balances of available funding sources are: HOME funding - $573,892, TID 10 - $1.3 million, ARPA Affordable Housing Fund - $1.5 million.

ATTACHMENTS

1. Habitat - Term Sheet 21-1361-6
2. D-5401PrePlat 101822 Plat (1)

TERM SHEET – Parcel No. 21-1361-6

GGB Habitat for Humanity and the City of Green Bay Redevelopment Authority

Development Site:

Parcel 21-1361-6. This area is presently vacant land owned by GGB Habitat for Humanity.

Developer Obligations:

- Estimated development cost totaling $2,800,000.00 for home construction and $450,000.00 for infrastructure.
- Not less than $2,450,000.00 ($175,000.00 per unit) assessed value upon project completion.
- Developer to construct 14 residential units, including 8 single-family detached units, 4 single-family attached townhome units and 2 single-family accessible units if needed for families at time of sale.
- All properties will be sold to income qualified homebuyers at or below 80% AMI.
- All properties at point of sale to new owner will be taxable properties.
- Developer to work with the Dept. of Community and Economic Development on zoning and permitting requirements, and the Dept. of Public Works on street plan review and construction oversite. GGB Habitat for Humanity will be responsible for engineered street plans. Street project will be bid and managed by either GGB Habitat for Humanity or the Dept. of Public Works.

City Obligations:

- Commitment of up to $450,000 in a Tax Increment Financing (TIF 10) grant, to be used for infrastructure costs to construct the public roadway connecting Ricky Drive and Richmond Street. Additional funds may be requested dependent on stormwater needs for project.
- Commitment of no less than $200,000.00 of HOME Investment Partnership Program and/or ARPA funds, to be used in conjunction with the construction of 14 single family homes to be sold to LMI families at or below 80% AMI. The total number of homes constructed may change dependent on the potential need for a stormwater pond.
- Staff will conduct project underwriting and market analysis pursuant to funding source program rules to guarantee project feasibility and eligibility.

Following Redevelopment Authority approval of the Term Sheet, a Development Agreement consistent with the terms and conditions herein shall be executed by the Redevelopment Authority and GGB Habitat for Humanity, subject to legal and technical changes.

Preliminary Plat

Caption, caption.

Graphic Scale: 1" = 50'

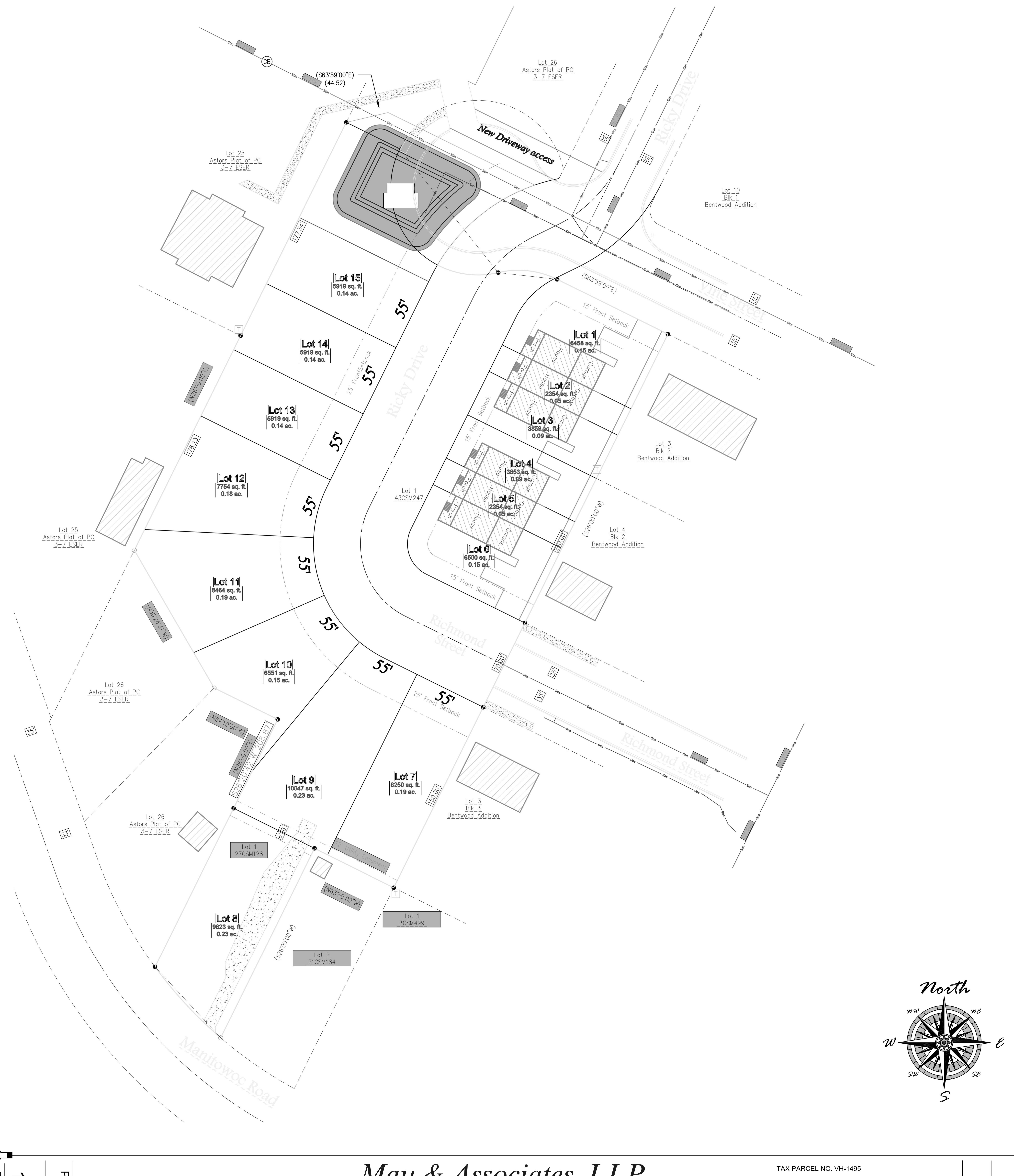
0 50 100 150 200 250

NOTES

Bearings referenced to the , assumed to be °.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Elevations are referenced to the NAVD 88 Benchmark Datum / City of Green Bay Datum.



Mau & Associates

PROJECT NO. A-12345

SHEET NO. 1 of One

DRAWING NO. P-112233

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

File: D-5401PrePlat 101822.dwg

TAX PARCEL NO. VH-1495

Preliminary Plat

Data File: M-12345.txt Fieldwork Completed: 05/05/22

DRAWN BY ABC

SCALE 1"=40'

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 8, 2022	Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve the use of 164 N. Broadway by On Broadway, Inc. for the Christkindlmarket pilot series from November 15, 2022 to December 19, 2022.

BACKGROUND

The site located at 164 N. Broadway (Parcel 4-61) is the current site of the red sculpture in front of the previous Baycare Health Systems building.

On Broadway, Inc. is requesting the use of this site for the Christkindlmarket pilot series. Tents will be set up between November 15-18, 2022 and remain up until December 19, 2022. During this time, On Broadway, Inc. will host an event six times (November 18, 25, and 26 and December 2, 9, and 16). Events will have craft vendors, a food and beverage lot, with some light holiday programming. Lighting will be put in the trees with additional planting in the boxes facing Hubbard Street, which will be coordinated with the rest of the district.

Staff is recommending approval to use the site during November and December with a Hold Harmless Agreement approved and signed by all parties.

RECOMMENDATION

To approve the use of 164 N. Broadway for the Christkindlmarket pilot series from November 15, 2022 to December 19, 2022, with an executed Hold Harmless Agreement.

FISCAL IMPACT

ATTACHMENTS

1. 164 N Broadway GIS
2. On Broadway-Christkindlmarket

Part of Brown County WI

Map printed on 10/27/2022

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

ON BROADWAY
A Great American Main Street

On Broadway, Inc.
340 N Broadway, Suite 165
Green Bay, WI 54303

Ph. (920) 437-2531
info@onbroadway.org

downtowngreenbay.com

November 1, 2022

Redevelopment Authority
100 N Jefferson St.
Green Bay, WI 54301

RE: Request for use of 164 N Broadway for Christkindlmarket

On Broadway, Inc. is planning a Christkindlmarket pilot series to for November 18 through December 16 at 164 N Broadway, the park-like lot with the "Red Sculpture".

A Christkindlmarket is a German-tradition outdoor holiday market with festive food, beverage, vendors, and programming. An event like this will add great value to the locally owned businesses and the City of Green Bay with increased foot traffic during the holiday season and start to winter.

There would be 11 10'x10' tents set up on November 16 that will be staked into the ground and left up until the event series ends. There will be six event dates during this timeframe: November 18, November 25, November 26, and December 2, 9 and 16. Additional improvements will be made to the park to include holiday lighting and coordinated plantings in the raised boxes along Hubbard St.

If there are additional details requested, please contact me to discuss further.

Sincerely,

Chelsea Kocken
Director of Special Projects
On Broadway, Inc.
cheslea@onbroadway.org | 920-680-1684

Report to the
Redevelopment Authority of the City of Green Bay

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

AGENDA ITEM # E.6

Consideration with possible action to approve a contract with Visual Impact for $68,975 plus freight for the decorative light fixtures in the Legends District.

BACKGROUND

Attached is the bid and schematic of the light fixtures to be installed in the Legends District. This will be funded through the TID. This is a single-source bid because the back lighting fixture is custom made with no other vendors being able to provide the fixtures.

RECOMMENDATION

To approve a contract with Visual Impact for $68,975 plus freight for the decorative light fixtures in the Legends District.

FISCAL IMPACT

ATTACHMENTS

1. LEGENDS DISTRICT VISUAL BID
2. Legends Dist light schematic
3. Signed Single Source Doc Legends Dist Light Fixtures

Date: Oct 17, 2022 Quote: VISUAL22-98390-1

Quote

Visual Impact Lighting, LLC
1724 Industrial Drive
Green Bay WI 54302
Phone: (920) 437-2069
Fax: (920) 437-9140
From: Arcadia Holz
Quoter Ph:
Email: arcadia@visualimpactlighting.com

Project **LEGENDS DISTRICT**
Location GREEN BAY WI
Quote VISUAL22-98390-1
To: Dave Hansen
City of Green Bay

For
Bid Date Oct 17, 2022
Expires Nov 16, 2022

QTY	Type	MFG	Part	Price	UQ	ExtPrice
31		ANPL	BVA2401-E065LDS-T3-35K-LEGENDS-WM2313-COLOR 41-UNV 24" Bellavista 65W small LGP, type 3 distribution, 3500K, custom design with P-LA604 lens CL and P-LA6043 cage, RM-ALSP L HOL#11, wall mount pendant arm bracket, black powder coat, 120-277V	$2,225.00		$68,975.00
Note			***LEAD TIME IS APPROX 10-12 WEEKS FROM RELEASE OF SIGNED DRAWINGS.**			

Total: $68,975.00

Terms and conditions of sale:
**PLEASE NOTE: DUE TO THE FLUXUATIONS IN THE ONGOING TARIFF SITUATION, IF YOUR QUOTE IS MORE THAN 30 DAYS OLD PLEASE VERIFY PRICING WITH VISUAL IMPACT AS IT MAY NEED TO BE ADJUSTED.

ALL FREIGHT TERMS ARE PER MANUFACTURING COMPANY, MAY OR MAY NOT BE LISTED BELOW.

QUOTE MUST ACCOMPANY ORDER

SEND ALL ORDERS TO ORDERS@VISUALIMPACTLIGHTING.COM

ORDER MUST NOTE THE QUOTE NUMBER

Subject to manufacturer's published terms and conditions of sale.
Quotation is void if changed. COMPLETE quote must be used.

Visual Impact WILL NOT BE HELD LIABLE FOR ANY cost associated with job schedules due to missed commitments.

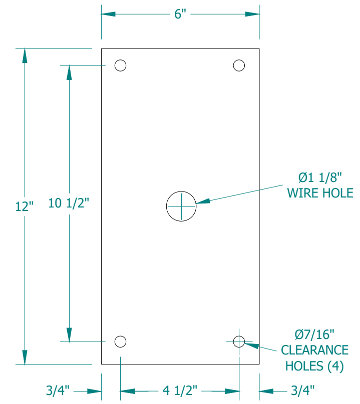
NO labor chargebacks will be paid without PRE-AUTHORIZATION from the FACTORY

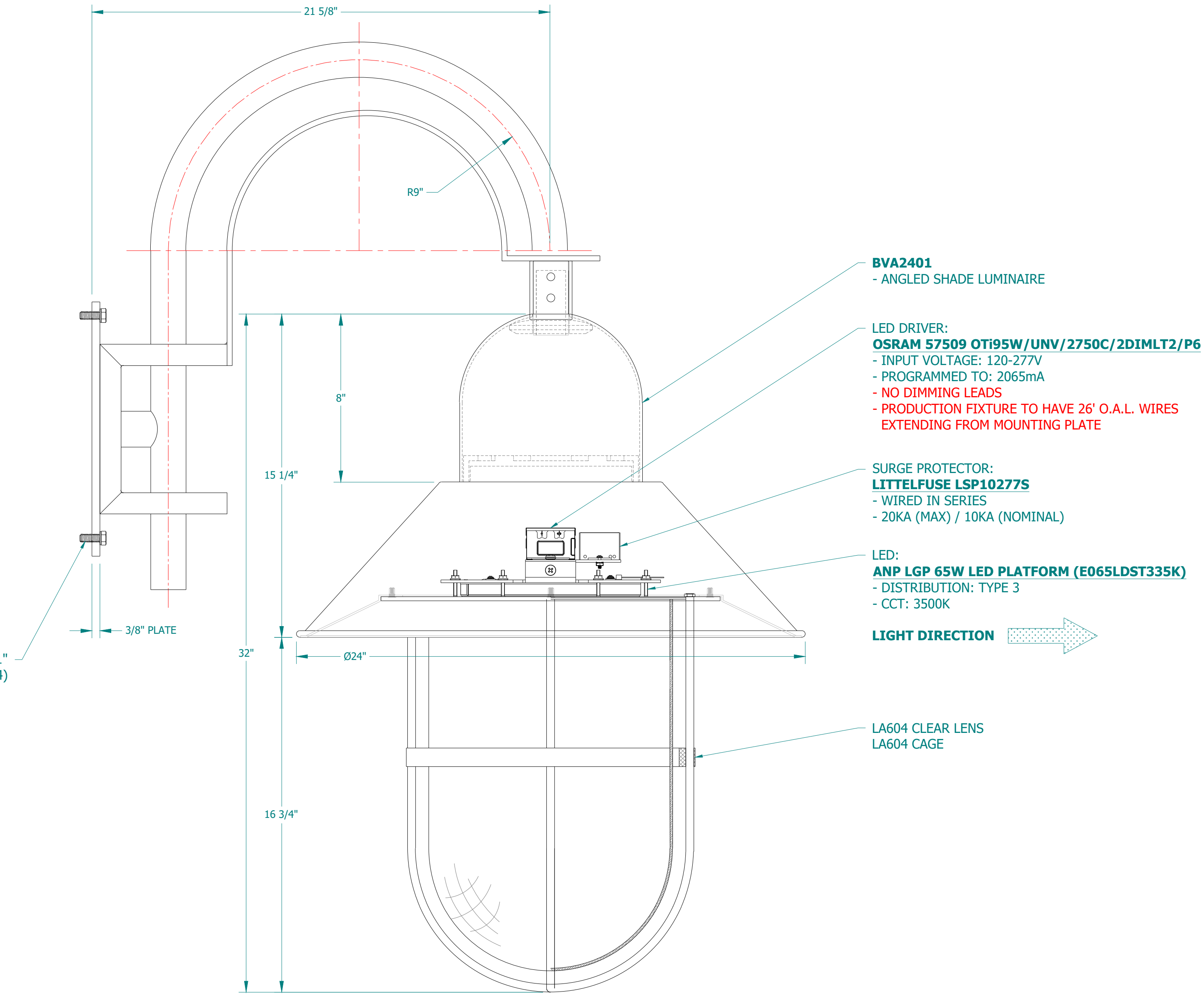
Quote is priced less lamps unless otherwise noted.
Concrete material is always plus freight!
RAL and custom colors are subject to manufacturers set up charges.

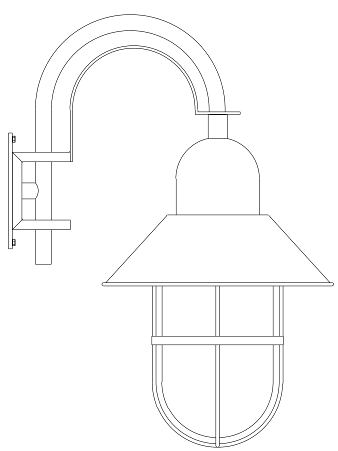
Visual Impact's Terms and Conditions of sale govern this quotation. No other terms and conditions will apply.

Mfg Terms:		Allowance Freight	Order Minimum
ANPL	American Nail Plate Lighting	Freight Allowed	

FREIGHT TERMS PER RELEASE OF MATERIAL-
ARCHITECTUAL LIGHTING PRODUCT $4000.00
RLM LIGHTING PRODUCT $2500.00
POLES PLUS FREIGHT ALWAYS NO MATTER WHAT OTHER PRODUCTS ARE ON THE ORDER
****
Pre-shipment of anchor bolts & templates is plus freight.
Residential Drop Ship is a $20.00 charge.







ANP Lighting
9044 DEL MAR AVE., MONTCLAIR, CA 91763
TEL: (909) 982-1807
www.ANPlighting.com

QUOTE NUMBER	TYPE	QTY	DATE	REV
166562	-	1	03/16/22	D
FINISH				
#41 BLACK POWDERCOAT				
CATALOG NUMBER				
BVA2401E065LDST335K-LEGENDS WM2313-LEGENDS LA604 LENS & CAGE				
DRAWN BY	PROJECT			SHEET
DUNCAN	-			1 - 1

City of Green Bay, Wisconsin

REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services **DATE:** 9/6/2022

FROM: Department/Division **REQUISITION #**

List "No Substitute" Item(s) here:

Select One:

[X] 1) One Time Purchase Estimated Cost: $ 72,975.00

[ ] 2) Annual Commodity purchase: Estimated annual cost: $

[ ] 3) Item may be purchased again: Indicate term: Estimated Annual Cost: $

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

[X] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.

[ ] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.

[ ] 3. Item(s) is (are) only acceptable replacement part(s) known for____________________(Identify)

[ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)

[ ] 5. Safety:

[ ] 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Back light was custom made for Legends District wants/needs. There are no other vendors with exact product.

Approvals:

Requestor: Jerry Bryley Date: 9-6-2022

Department Head: [signature] Date: 09/20/22

Purchasing Manager: [signature] Date: 10/12/22

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 8, 2022	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report

City of Green Bay RDA
Check Register
October 31, 2022

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21629	10/13/2022	CITY OF GREEN BAY	33,928.26
21630	10/13/2022	NEIGHBOR-WORKS GREEN BAY	22,822.14
21631	10/13/2022	ON BROADWAY, INC	52,095.00
21632	10/27/2022	AMERICAN ENGINEERING TESTING INC	212.20
21633	10/27/2022	CITY OF GREEN BAY	755.64
21634	10/27/2022	HOUSE OF HOPE GREEN BAY, INC.	3,001.83
21635	10/27/2022	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	5,800.00
21636	10/27/2022	NEIGHBOR-WORKS GREEN BAY	1,621.25
21637	10/27/2022	PETERS CONCRETE CO	214,131.50
			334,367.82