AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, MARCH 12, 2024, 1:30 PM

City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

AMENDED

A. Zoom Meeting Information.

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

   Or call in by phone: +1 312 626 6799
   Meeting ID: 831 8804 4732
   Passcode: 084117

   If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting. More detailed Zoom Instructions can be found online.

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the Tuesday, March 12, 2024, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the February 13, 2024, meeting.

E. Regular Business.

1. Election of Officers - Chair, Vice-Chair, and Secretary.

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

3. Consideration with possible action to approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

   The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

4. Consideration with possible action to approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project for road construction.

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5. Consideration with possible action to approve a three-month extension to the planning option for RDA-owned property located on the 400 block of Fourth Street (parcels 2-176, 2-177, 2-178 and 2-178-A) to NeighborWorks Green Bay.

6. Consideration with possible action to award up to $74,999.00 of HOME CHDO funds to NeighborWorks Green Bay for a home build at 929 N. Broadway.

7. Consideration with possible action to approve a 30-day extension to the planning option with Cherry Faith Properties and Du Juan Cherry for the site located at 436 S Monroe Avenue.

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

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9. Consideration with possible action to accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for $5,000,000.

10. Consideration with possible action to authorize the Parks, Recreation, and Forestry Department to purchase an open park shelter for Farlin Park.

11. Consideration with possible action on Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091.

    The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section

19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Date of next meeting: April 9, 2024
4. Update on project at 200 N. Monroe Avenue.

G. Adjournment.

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

Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 12, 2024

AGENDA ITEM # E.2

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

BACKGROUND

Here is the current list of subcommittees:

Funding Administration Subcommittee
Melanie Parma, Ald. Randy Scannell, Deby Dehn

Real Estate Subcommittee
Melanie Parma, Matt Schueller, Kathy Hinkfuss

Community Development Revolving Loan Fund
Matt Schueller, Kathy Hinkfuss

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.3

Consideration with possible action to approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

The removal of the Sears building has created redevelopment opportunities along Military Avenue. Most recently, a Club Car Wash has been built and is up and operational. Adjacent to this site is a project area that has a concept plan in place for the addition of five new businesses. The developer for the project has one business that is ready to go as the first business in the planned area this year.

Part of the challenge for this project area is the ability to get water to the site. The water access point is on the west side of Military Avenue and, for new construction at this site, would need to go under Military Avenue to get to the project site. The developer, the Water Utility, and RDA staff met to discuss the different options, and it was agreed upon that it would be best to have individual water laterals run to each separate business as they come on line, compared to one large lateral that would come under Military Avenue.

As a result of this consensus, the developer has asked for assistance from the TID to help pay for the costs of running these laterals as businesses come forward. Staff believe this meets the qualifications for TID funding. The Development Agreement proposes to use TID 16 funding to pay for up to 70% of the costs of each line, not to exceed $24,500 for each line. The first year would be an up front grant under these terms with the ability of the developer to come forward and request additional TID funding for new projects in the future until TID 16 closure.

As of January 1, 2024, the property has an aggregate assessed value of one million five hundred and sixty-four thousand four hundred dollars ($1,564,400) which, based on the assessed tax rates in effect as of January 1, 2024, the property yields approximately:

1. Thirty-two thousand, six hundred and seventy-nine dollars ($32,679) in total net real estate taxes annually (assessed mill rate of $19.34);
2. Twelve thousand one hundred and fifteen dollars ($12,115) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

Upon completion of the project, the City estimates the addition of two million five hundred thousand dollars ($2,500,000) in new valuation above the base value, resulting in an aggregate assessed property value to be approximately four million sixty-four thousand and four hundred dollars ($4,064,400), which is anticipated to yield approximately:

1. Seventy-eight thousand six hundred and five dollars ($78,605) in total real estate taxes annually (assessed mill rate of $19.34);
2. Thirty-one thousand five hundred and seventy-seven dollars ($31,577) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

RECOMMENDATION

To approve Development Agreement 24-01 with Military Ave Partners, LLC for a redevelopment project on Military Avenue.

FISCAL IMPACT

Up to $122,500 for all five laterals if the full 70% of costs are used for each one from TID 16.

ATTACHMENTS

1. Military Partners Development Agreement-3-7-24 Final

DEVELOPMENT AGREEMENT 24-01

GREEN BAY PLAZA OUTLOT DEVELOPMENT

This Development Agreement is made this _________ day of ___________________________, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And Military Ave Partners, LLC, a Delaware 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
6-462	1555 W. Mason St.	6.319	$1,564,400

B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 6.319 acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes the following:

> Initially, the Project will include the installation of one water lateral to a the proposed retail building identified on EXHIBIT C ("Lateral Work"). However, Developer shall have the right to expand the Project, as planned, to include the development of additional retail buildings and to install up to four additional water laterals ("Additional Lateral Work"). Nothing in this Agreement shall require the Developer to construct additional retail buildings or to perform the Additional Lateral Work.

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

D. As of January 1, 2024, the Property has an aggregate assessed value of one million five hundred and sixty-four thousand four hundred dollars ($1,564,400), which is based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. Thirty-two thousand, six hundred and seventy-nine dollars ($32,679) in total net real estate taxes annually (assessed mill rate of $19.34);

2. Twelve thousand one hundred and fifteen dollars ($12,115) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

E. Upon completion of Project, the City estimates the addition of two million five hundred thousand dollars ($2,500,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately four million sixty-four thousand and four hundred dollars ($4,064,400).), which is anticipated to yield approximately:

1. Seventy-eight thousand six hundred and five dollars ($78,605) in total real estate taxes annually (assessed mill rate of $19.34);

2. Thirty-one thousand five hundred and seventy-seven dollars ($31,577 in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Property is within Tax Increment District Number 16 ("TID 16" 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, the installation of potable public water lines to future buildings.

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

I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property; generate property taxes greater than the cost of providing infrastructure and services; expand our range of commercial real estate products; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

B. Implementation Schedule. With TID 16 closure in 2034, a TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein are vital and thus mandatory for the Developer. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

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

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which in this case was 2007, and the value was Eighty-eight million, three thousand five hundred dollars ($88,003,500).

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

F. "Concept Plan" means the plan for the Project, which plan may be revised and expanded as development proceeds on the Property.

G. "Developer" means Military Ave Partners, LLC or any assignee of the same.

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

1. Exhibit A – Map of the Property

2. Exhibit B – Legal Description of the Property

3. Exhibit C – Preliminary Concept Plan

I. [DELETED]

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

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

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

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

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

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

   1. potable water laterals that extend from the main to newly constructed retail buildings on the Property (the Lateral Work and the Additional Lateral Work).

P. "Qualified Expenditures" means any expenditures of Developer for the Lateral Work and Additional Lateral Work at the Project that are eligible for TIF Incentives as defined in Section III. B. 4.

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

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

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

T. "TID" means Tax Increment District Number Sixteen ("TID16" 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 16 in 2007; TID 16 terminates in 2034.

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

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

III. TAX INCREMENT FINANCING

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

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

1. Land Division.

   a) The Developer shall prepare and obtain approvals for a land condominium for the proposed "units" to formally create up to five new units along Military Ave., for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C),

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

2. One-Time Reimbursement. The City shall provide a TIF Incentive as a one-time obligation of the City, for Developer's performance of the Lateral Work (the installation of one potable water lateral) for an amount of 70% of the cost of the Lateral Work, not to exceed $24,500 which is further defined as follows:

   a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of five hundred thousand dollars ($500,000) in new valuation above the base value by January 1, 2026, This value will be generated on the first unit of the development Project.

   b) Developer shall be responsible to incur and pay all of the upfront costs of the Project.

3. PAYGo Reimbursement. In addition to the above one-time reimbursement, the City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

   a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
   b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1

of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.

c) Incremental Property Value multiplied by the assessed mill rate shall be known as the Available TIF Increment.

d) The City shall first use the Available TIF Increment to cover its annual debt service obligation for the one-time reimbursement to Developer of the TIF Incentives. Should the annual debt service payment not consume all of the Available TIF Increment, the City shall make available not more than seventy percent (70%) of the remaining TIF Increment to the Developer not to exceed up to $98,000 for the 4 remaining water line installations.

e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2026.

4. Qualified Expenditures. TIF Incentives shall be disbursed in the following priority, and only fund:

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

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

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

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

1. Monetary Limitation. The one-time TIF Incentive shall not exceed Twenty-four thousand five hundred dollars ($24,500)

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenditures incurred and paid by Developer.

3. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made within 60 days of receipt and proof water lateral was installed; 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 March 1, 2024, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify:

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

B. Public Art. On or before the Certificate of Occupancy is granted, Developer will deliver to the City a $500 Public Arts donation.

C. [DELETED]

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, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan 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. If Developer's proposed use is not already permitted by code, Developer shall have obtained the approval of the City and the RDA.

F. Proof of Funds. By no later than March 1, 2024, Developer shall have delivered proof satisfactory to the City and RDA of funds, which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

G. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

H. Land Division Documents. Developer shall cause a Condominium Documents to be prepared, approved by the City, and any other party whose consent is required, and shall cause the Condominium Documents to be recorded with the Brown County Register of Deeds.

I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in Section 2 O.

J. Improvement of Property. Developer shall promptly design the first water lateral of the Project. Substantial work on the first water lateral of the Project shall commence no later than one hundred and eighty (180) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan and/or issuance of a building permit and all other permits or licenses required to commence construction

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

L. Transfer or Sale of Property.

1. Notice of Intent to Transfer. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the 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.

M. Easements. [DELETED]

N. Environmental.

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

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

    a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

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

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

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

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

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

O. Insurance. Before commencement of the Lateral Work and/or Additional Lateral Work, 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, from the subcontractors performing the Lateral Work and/or Additional Lateral Work, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements.

P. General Indemnity.

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

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

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

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

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID 16 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

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

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

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

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

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

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

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

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

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

VIII. DEFAULT

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

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

2. Failure to Meet Implementation Schedule. All dates and timelines set forth in this Agreement shall be strictly adhered to and any delay shall be an Event of Default; subject to any extensions granted by the City.

3. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

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

5. 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;

6. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

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

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

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

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

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

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

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

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

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

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

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

IX. TERMINATION

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

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

2. The City closes and terminates the TID;

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

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

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

B. TIF Payments termination. Provided that Developer is not in default under this Agreement, the one-time TIF payment shall be made upon completion of the Lateral Work, which shall be completed prior to December 31, 2024.

C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X .J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

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

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

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

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

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

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

I. Time. All specified dates and time periods set forth and/or incorporated herein in this agreement are vital and thus mandatory for the Developer. In the event this Agreement is not executed by both Parties prior to July 1st, 2024, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall be null and void.

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

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

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

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

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

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

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

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

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: cheryl.renier-wigg@greenbaywi.gov

To the Developer: Military Ave Partners LLC
Attn: JJ Alaily
1830 N. Hubbard Suite 700
Milwaukee, WI 53212

with a copy to: Jeff Anenberg
610 Newport Center Drive Suite 290
Newport Beach, CA 92660

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

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

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

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

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

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

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

Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

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

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

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:

MILITARY AVE PARTNERS, LLC

By: ______________________________________

____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2024, the above named __________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

*____

Notary Public, _________________ County, Wisconsin

My Commission Expires __________________________

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME

THE CITY OF GREEN BAY

By: ______________________________________
Eric Genrich, Mayor

By: ______________________________________
Celestine Jefferies, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2024, the above named ___________________________ and ___________________________, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 3

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

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________
Gary J. Delveaux, Chair

Attest: ______________________________
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this ________ day of ________________ 2024, 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

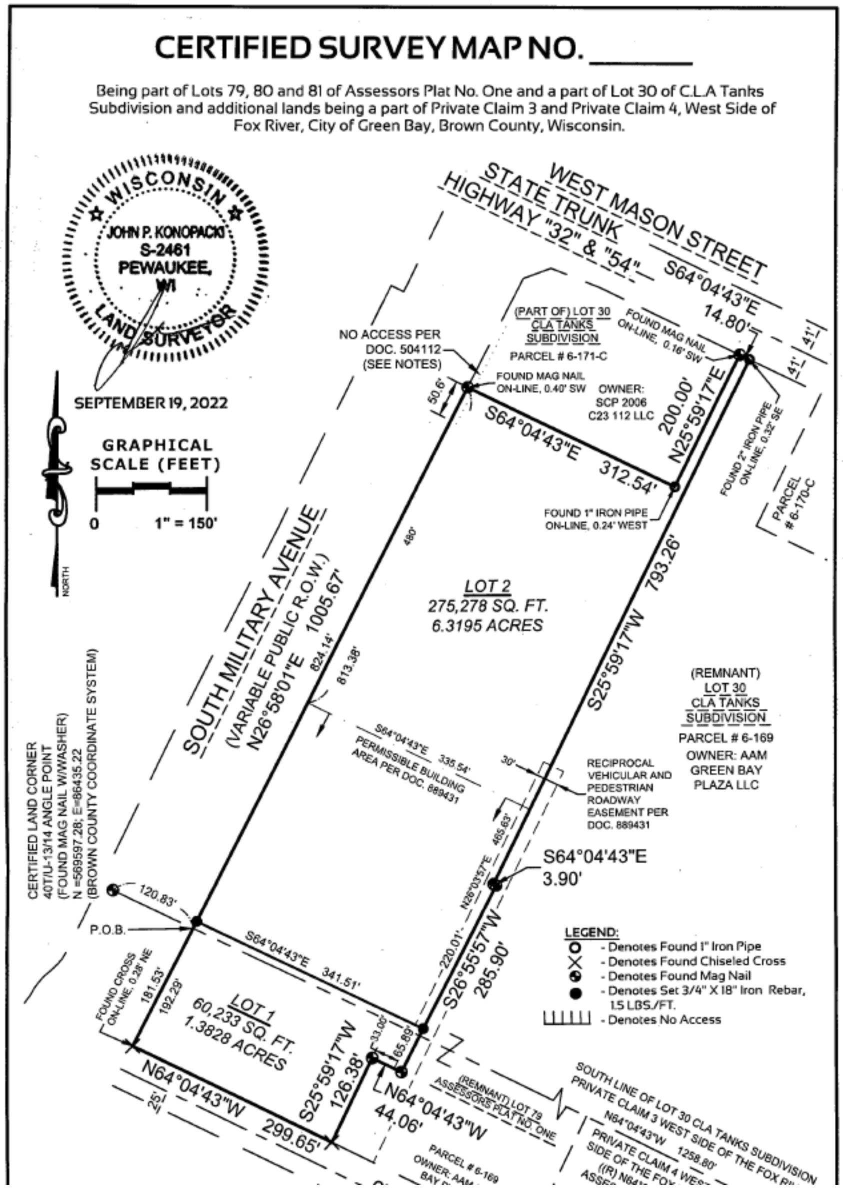
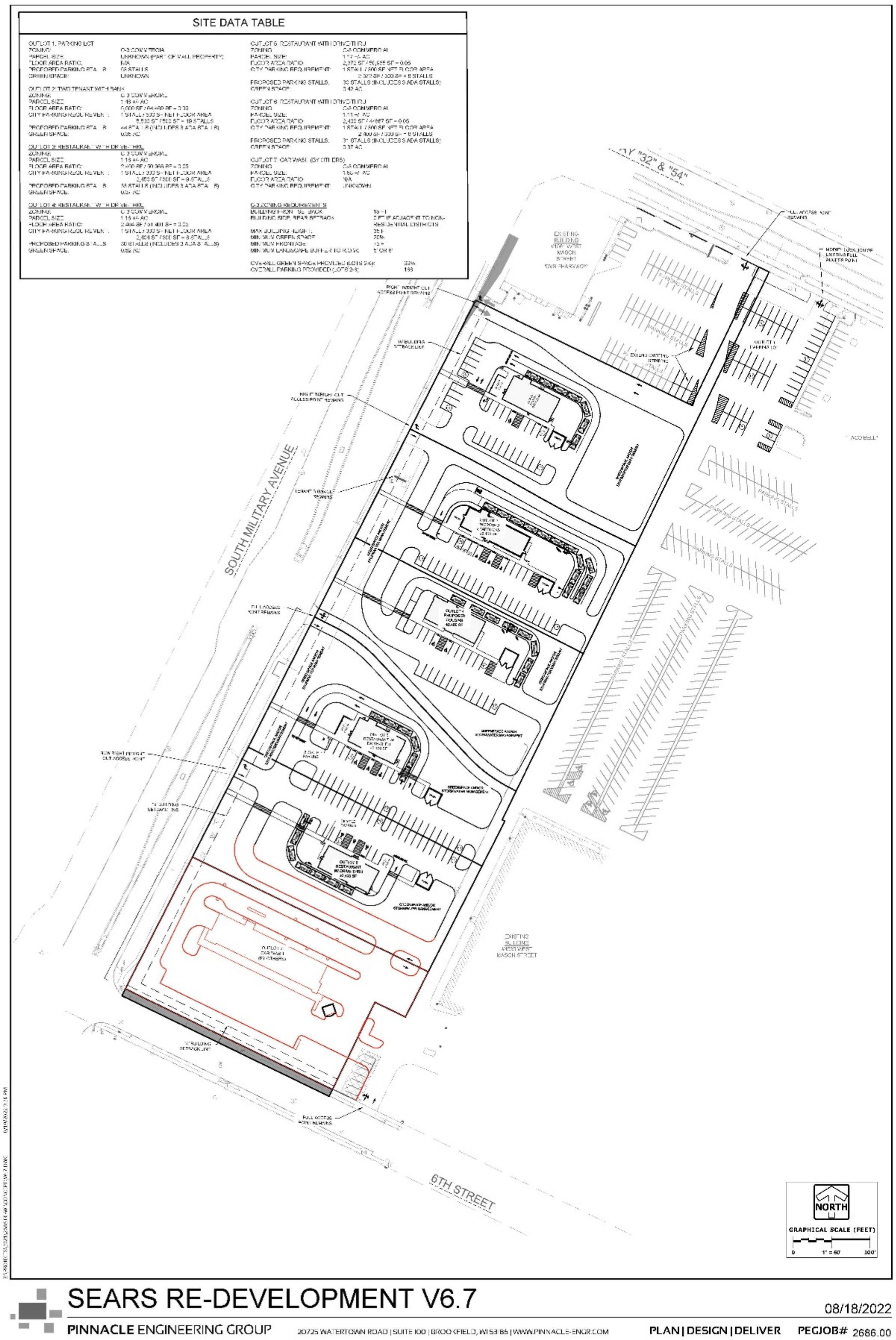


EXHIBIT B
Legal Description

Lot 2 of Certified Survey Map No. 9537 recorded on September 30, 2022 as Document No. 3018734 being a redivision of part of Lots 79,80 and 81 of Assessors Plat No. One and a part of Lot 30 of C.L.A. Tanks subdivision and additional lands being a part of Private Claim 3 and Private Claim 4, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

Tax Parcel #: 6-462

EXHIBIT C
Preliminary Concept Plan



MEETING DATE	PREPARED BY
March 12, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # E.4

Consideration with possible action to approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project for road construction.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

Greater Green Bay Habitat for Humanity (GGBHFH) is undertaking a large site development project in an east side neighborhood. This is a 13-unit development project on 2.66 acres that will result in the new construction of two three-unit townhomes and seven single-family homes. There will be two ADA-compliant options in the pool of houses constructed. This is a four million dollar project that included land acquisition and will need infrastructure build-out and home construction. They are on an aggressive timeline of an 18-24 month construction completion goal.

GGBHFH is requesting assistance in the construction of a street which will connect Ricky Drive and Richmond Street. There is also a parcel that will be used for stormwater management.

GGBHFH has entered into a development agreement with the Department of Public Works (DPW) for the oversight of the street construction. Bidding took place and the costs for the street infrastructure came in at just under $840,000. This bid was reviewed by DPW staff and is in line with construction costs. GGBHFH is requesting a one-time grant amount from TID 10 funding of $650,000 to go towards the street infrastructure. Plans are for the street to be constructed this summer along with starting the construction of the housing stock.

All the houses will be sold to income eligible buyers and placed back on the tax rolls.

The property currently has zero value. Upon completion of the project, the City estimates the addition of two million nine hundred twenty-five thousand dollars ($2,925,000) in new valuation above the base value, which is anticipated to yield approximately:

1. Fifty-six thousand five hundred and seventy dollars ($56,570.00) in total real estate taxes annually (assessed mill rate of $19.34);
2. Twenty-two thousand seven hundred twenty-seven dollars ($22,727.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

This is an exciting project for both GGBHFH and the City because it increases available properties for sale in the range of housing affordability that is most sought after but least available.

RECOMMENDATION

To approve Development Agreement 24-02 with Greater Green Bay Habitat for Humanity Homestead Project road construction.

FISCAL IMPACT

ATTACHMENTS

1. Habitat DA Law CRWRevised-3-7-24 RDA

DEVELOPMENT AGREEMENT 24-02

HABITAT HOMESTEAD DEVELOPMENT

This Development Agreement is made this _________ day of ___________________________, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And GREATER GREEN BAY HABITAT FOR HUMANITY, INC. ("Developer").

RECITALS

A. Developer has acquired and proposes to develop certain real property, identified for real estate tax purposes and address ed as:

Tax Parcel	Address	Acres	Assessed Value
21-8571	903 Ricky Drive	0.121	$0
21-8572	907 Ricky Drive	0.084	$0
21-8573	911 Ricky Drive	0.100	$0
21-8574	915 Ricky Drive	0.100	$0
21-8575	919 Ricky Drive	0.084	$0
21-8576	921 Ricky Drive	0.118	$0
21-8580	940 Ricky Drive	0.195	$0
21-8581	930 Ricky Drive	0.179	$0
21-8582	920 Ricky Drive	0.133	$0
21-8583	914 Ricky Drive	0.137	$0
21-8584	906 Ricky Drive	0.372	$0
21-8577	2052 Richmond Street	0.178	$0
21-8578	2046 Richmond Street	0.252	$0
21-8579	2042 Richmond Street	0.142	$0

B. The parcels listed above shall be referred to as the "Property." A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a Project, which includes the following:

Housing development project consisting of installation of infrastructure to include street, water and sewer connections and stormwater provisions as well as the construction of 2, 3-unit townhomes and 7 single family homes to be sold to 13 income qualified homebuyers.

The Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C and is 2.66 acres.

D. As of January 1, 2024, the Property has an aggregate assessed value of zero ($0), which is based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. Zero ($0) in total net real estate taxes annually (assessed mill rate of $19.34);

2. Zero ($0) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

E. Upon completion of Project, the City estimates the addition of Two million nine hundred twenty-five thousand dollars ($2,925,000) in new valuation above the base value resulting in an aggregate assessed property value of the Property to be approximately Two million nine hundred twenty-five thousand dollars ($2,925,000)which is anticipated to yield approximately:

   1. Fifty-six thousand five hundred and seventy dollars ($56,570.00) in total real estate taxes annually (assessed mill rate of $19.34);

   2. Twenty-two thousand seven hundred twenty-seven dollars ($22,727.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), The Property is within one half mile of Tax Increment District Number 10 ("TID 10" or the "TID") which will provide part of the financing for certain TIF qualified 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, the installation of street, sanitary sewer and water laterals, storm water management and all improvements as described in Exhibit D.

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

I. In order to induce Developer to undertake the Project, such that it will build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher value per acre property; generate property taxes greater than the cost of providing infrastructure and services; expand our range of residential 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 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. With TID 10 closure in 2031, TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein are vital and thus mandatory for the Developer. Any material modification or deviation from an approved schedule described in this

Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

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

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property, which is zero dollars ($0.00)

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

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

G. "Developer" means Greater Green Bay Habitat for Humanity Inc or any assignee of the same.

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

1. Exhibit A – Map of the Property
2. Exhibit B – Legal Description of the Property
3. Exhibit C – Preliminary Concept Plan
4. Exhibit D- Bid for Street Work

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

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

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

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

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

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

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

   1. Ricky Drive and Richmond Street and all public infrastructure associated such as water, sewer, etc.

P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III B. 2.

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

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

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

T. "TID" means Tax Increment District Number Ten ("TID10" 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 10 in 2004, amended in 2020; TID 10 terminates in 2031.

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

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

III. TAX INCREMENT FINANCING

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

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

1. One-Time Reimbursement. The City shall provide a TIF Incentive as a one-time obligation of the City, for the installation of Ricky Drive and Richmond Street infrastructure, not to exceed $650,000.00 which is further defined as follows:

    a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of Two million nine hundred and twenty-five dollars ($2,925,000.00) in new valuation above the base value by July 1, 2026,

    b) Developer shall be responsible to incur and pay all of the upfront costs of the Project.

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

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

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

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

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

1. Monetary Limitation. The one-time TIF Incentive shall not exceed Six hundred and fifty thousand dollars ($650,000.00)

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer whether or not it reaches the monetary limitation.

3. 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 within 60 days of receipt and proof of costs incurred from road project as defined by Exhibit D; 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 April 1, 2024, Developer shall submit a Concept Plan and/or formal site plan as necessary to the RDA, Plan Commission and Council for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property,
2. The approximate location of any proposed structures and/or projects to be built on the Property.
3. A preliminary rendering or other illustration of scale of proposed structures and buildings.
4. Location of Right of Way and description of improvements included within

B. Public Art

1. A line item of not less than one percent (.05%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards

    a. Public Art on the Property as approved by the RDA to be installed before December 31, 2026; 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

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, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

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

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

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

3. Developer shall have obtained the approval of the City and the RDA.

D. Proof of Financing. By no later than April 1, 2024, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

E. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

F. Land Division Documents. Developer shall cause a Land Division Document to be prepared, approved by the City, and any other party whose consent is required, and shall cause the Land Division Document to be recorded with the Brown County Register of Deeds.

G. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in Section 2 O and P.

H. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than one hundred and twenty (120) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan and/or issuance of a building permit and all other permits or licenses required to commence construction.

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

J. Transfer or Sale of Project Property.

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

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

K. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

L. Environmental.

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

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim,

fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. General Indemnity.

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

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

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

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID 10 shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

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

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

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

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

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

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

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

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

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

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

2. Failure to Meet Implementation Schedule. All dates and timelines set forth in this Agreement shall be strictly adhered to and any delay shall be an Event of Default;

3. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

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

5. 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;

6. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

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

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

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

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

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

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

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

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

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

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

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

IX. TERMINATION

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

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

2. The City closes and terminates the TID;

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

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

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

B. TIF Payments termination. The one-time TIF payment shall be made upon completion of the Developer's obligations in this agreement which shall be completed prior to December 31, 2024.

C. Survival of Certain Provisions. Sections III. B. 1. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X .J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

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

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

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

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

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

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

I. Time. All specified dates and time periods set forth and/or incorporated herein in this agreement are vital and thus mandatory for the Developer. In the event this Agreement is not executed by both Parties prior to April 1, 2024, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall be null and void.

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

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

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

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

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

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

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jefferies@greenbaywi.gov

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: cheryl.renier-wigg@greenbaywi.gov

To the Developer: Greater Green Bay Habitat for Humanity Inc
Attn: Jessica Diederich
1967 Allouez Ave
Green Bay, WI 54311

with a copy to:

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

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

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

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

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

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

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

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

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

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:

By: ______________________________________

____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2024, the above named ___________________________, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

*____

Notary Public, __________________ County, Wisconsin

My Commission Expires ___________________________

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME

THE CITY OF GREEN BAY

By: ______________________________________
Eric Genrich, Mayor

By: ______________________________________
Celestine Jefferies, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2024, the above named ___________________________ and ___________________________, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 3 of 3

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

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________________
Gary J. Delveaux, Chair

Attest: ______________________________________
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2024, the above named __________________________ and __________________________, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

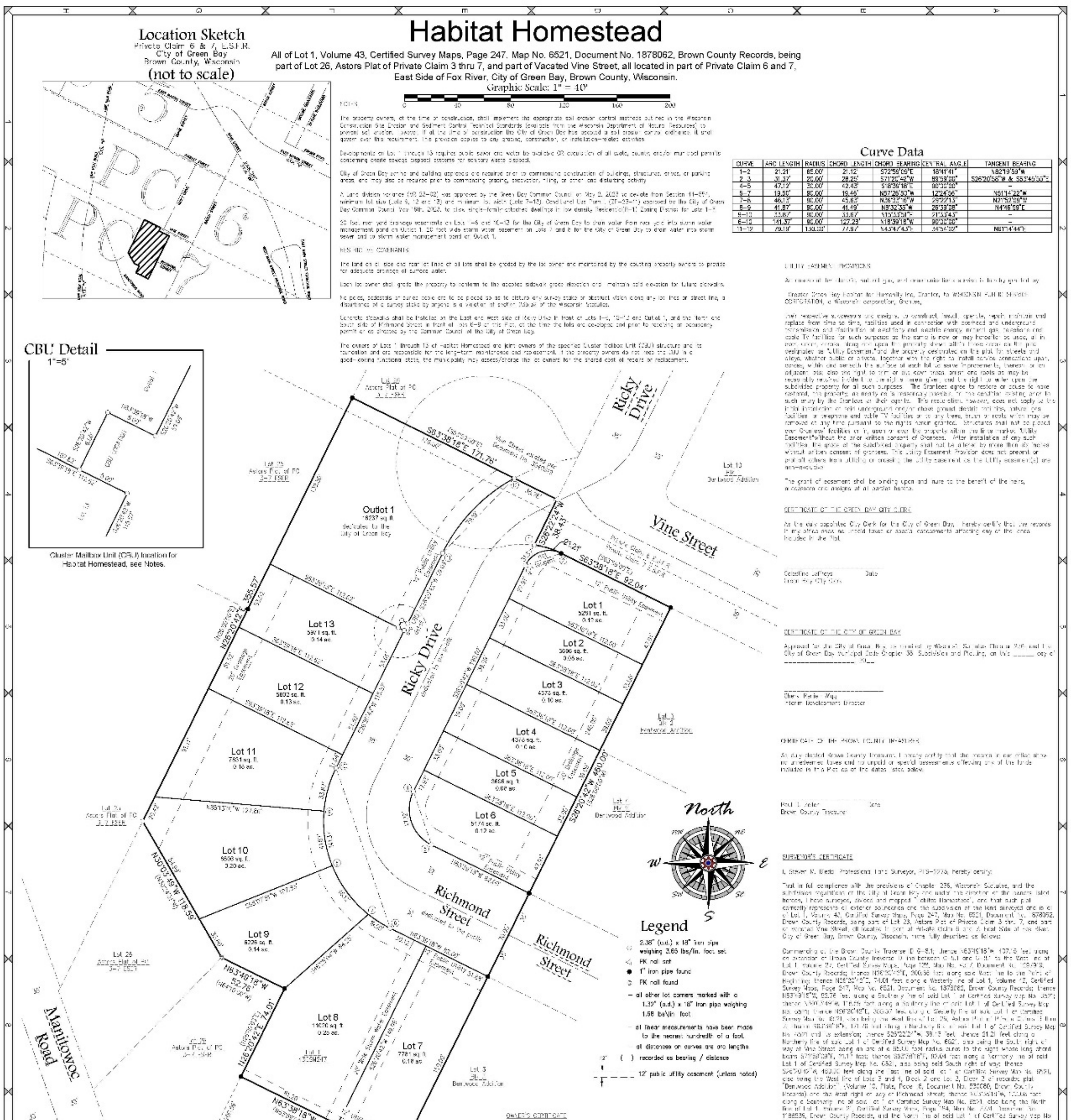


EXHIBIT B

Legal Description

Tax Parcel	Address	
21-8571	903 Ricky Drive	Habitat Homestead Lot 1
21-8572	907 Ricky Drive	Habitat Homestead Lot 2
21-8573	911 Ricky Drive	Habitat Homestead Lot 3
21-8574	915 Ricky Drive	Habitat Homestead Lot 4
21-8575	919 Ricky Drive	Habitat Homestead Lot 5
21-8576	921 Ricky Drive	Habitat Homestead Lot 6
21-8580	940 Ricky Drive	Habitat Homestead Lot 10
21-8581	930 Ricky Drive	Habitat Homestead Lot 11
21-8582	920 Ricky Drive	Habitat Homestead Lot 12
21-8583	914 Ricky Drive	Habitat Homestead Lot 13
21-8584	906 Ricky Drive	Habitat Homestead Lot Outlot 1
21-8577	2052 Richmond Street	Habitat Homestead Lot 7
21-8578	2046 Richmond Street	Habitat Homestead Lot 8
21-8579	2042 Richmond Street	Habitat Homestead Lot 9

EXHIBIT C
Preliminary Concept Plan

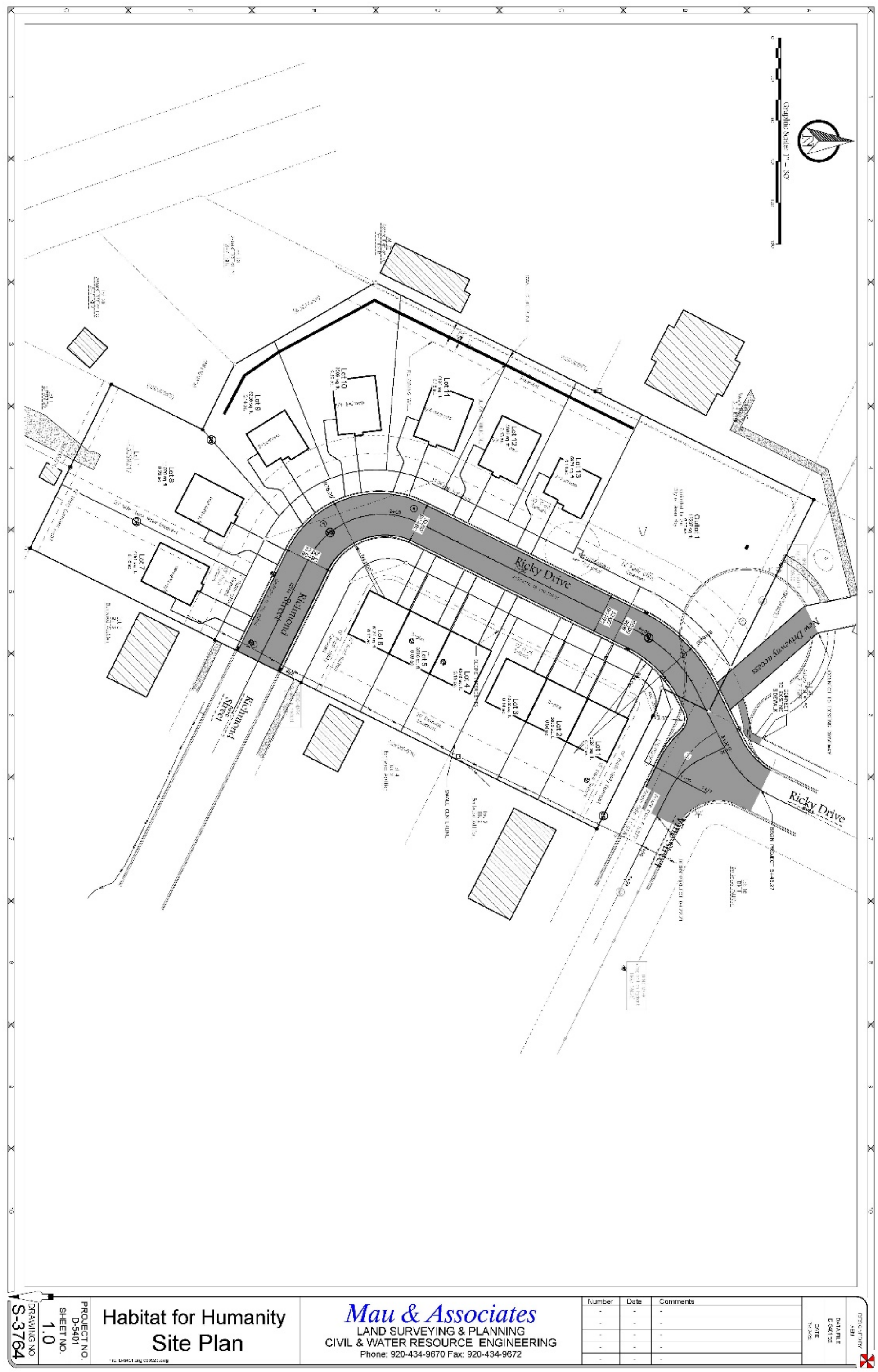


EXHIBIT D
Total Infrastructure Costs

BID TABULATION
Habitat for Humanity - Habitat Homestead
ENGINEER'S PROJECT # : D-5401
Bid Open **February 19, 2024** at 2:00 PM

vierbicher
planners | engineers | advisors

Habitat for Humanity - Habitat Homestead - Change Order 1				**Peters Concrete Company**	
Bid Item Number	**Item Description**	**Units of Measure**	**Estimated Quantity**	**Unit Cost**	**Total Amount**
REMOVALS					
1	Clear and Grub Trees and Stumps	LS	1	$10,000.00	$ 10,000.00
2	Remove Asphaltic Pavement	SY	1409	$4.17	$ 5,875.53
3	Sawcut and Remove Curb & Gutter	LF	382	$2.90	$ 1,107.80
4	Removing Concrete Sidewalk & Driveway	SY	30	$14.50	$ 435.00
			Subtotal - REMOVALS	**$**	**17,418.33**
EXCAVATION (UTILITY TRENCHES NOT INCLUDED)					
5	Excavation (Does not include utility trenches)	CY	4369	$9.22	$ 40,282.18
6	Retaining Wall Excavation	LS	1	$1,250.00	$ 1,250.00
7	Strip and Stockpile Topsoil	LS	1	$8,100.00	$ 8,100.00
			Subtotal - EXCAVATION (UTILITY TRENCHES NOT INCLUDED)	**$**	**49,632.18**
FILL					
8	Fill	CY	276	$0.01	$ 2.76
			Subtotal - FILL	**$**	**2.76**
EROSION CONTROL					
9	Silt Fence-Delivered, Installed & Maintained	LF	1623	$2.00	$ 3,246.00
10	Erosion Mat Class I, Type A	SY	640	$1.85	$ 1,184.00
11	Erosion Mat Class I, Type B	SY	1631	$1.85	$ 3,017.35
12	Inlet Protection, TypeA- Install & Maintain	EACH	7	$135.00	$ 945.00
13	Inlet Protection, Type C- Install & Maintain	EACH	8	$64.00	$ 512.00
14	Tracking Pad	EACH	2	$1,500.00	$ 3,000.00
15	Heavy Rip Rap	CY	2.2	$150.00	$ 330.00
			Subtotal - EROSION CONTROL	**$**	**12,234.35**
MOBILIZATION					
16	Mobilization	EACH	1	$20,465.00	$ 20,465.00
			Subtotal - MOBILIZATION	**$**	**20,465.00**
SEWER AND WATER REMOVALS					
17	Remove Sanitary Sewer 8"	LF	35	$36.20	$ 1,267.00
18	Remove Storm Sewer 12"	LF	79	$6.00	$ 474.00
19	Remove Storm Manhole	EACH	1	$500.00	$ 500.00
20	Remove Water Main 6" (fitting removal incidental)	LF	180	$34.10	$ 6,138.00
21	Remove Hydrant (Valve removal incidental)	EACH	2	$700.00	$ 1,400.00
			Subtotal - SEWER AND WATER REMOVALS	**$**	**9,779.00**
STRUCTURES					
22	Retaining Wall	CY	66	$1,030.00	$ 67,980.00
			Subtotal - STRUCTURES	**$**	**67,980.00**
SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL)					
23	Construct 8" Sanitary Sewer	LF	361	$75.20	$ 27,147.20
24	Construct 4" Sanitary Lateral	LF	590	$57.05	$ 33,659.50
			Subtotal - SANITARY SEWER PIPES AND LATERALS (GRAVEL BACKFILL INCIDENTAL)	**$**	**60,806.70**
STORM SEWER PIPES, LATERALS, AND CULVERT (GRAVEL BACKFILL AND WYES INCIDENTAL)					
25	Construct 12" PVC Storm Sewer	LF	894	$69.25	$ 61,909.50
26	Construct 18" RCP Storm Sewer	LF	56	$80.80	$ 4,524.80
27	Construct 21" RCP Storm Sewer	LF	79	$110.45	$ 8,725.55
28	Construct 6" PVC Storm Lateral	LF	595	$56.50	$ 33,617.50
29	18" Apron Endwall w/ Trash Grate	Each	1	$2,500.00	$ 2,500.00
			Subtotal - STORM SEWER PIPES, LATERALS, AND CULVERT	**$**	**111,277.35**

SEWER STRUCTURES					
30	Construct Type A 48" Diameter Sanitary Manhole	VF	23	$575.00	$ 13,225.00
31	Construct 30" Catch Basin	VF	17	$2,325.00	$ 39,525.00
32	Construct Type A 48" Diameter Storm Manhole	VF	38	$705.25	$ 26,799.50
33	Construct Type B 60" Diameter Storm Manhole	VF	6	$1,700.00	$ 10,200.00
34	Construct Special Inlet	EACH	3	$3,500.00	$ 10,500.00
35	Construct Pond Outlet Structure	EACH	1	$5,900.00	$ 5,900.00
36	Supply & Place Neenah R-1500 Sanitary Casting & Cover	EACH	3	$500.00	$ 1,500.00
37	Supply & Place Neenah R-1500 Storm Casting & Cover	EACH	7	$450.00	$ 3,150.00
38	Supply & Place R-3067 Storm Casting & Cover	EACH	4	$675.00	$ 2,700.00
39	Supply & Place R-2560 Type E Beehive Casting and Cover	EACH	3	$525.00	$ 1,575.00
	Subtotal - SEWER STRUCTURES			**$**	**115,074.50**
WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL)					
40	8" PVC Water Main w/Gravel Backfill	LF	471	$98.00	$ 46,158.00
41	8" 90º Bend	EACH	2	$800.00	$ 1,600.00
42	8" 45º Bend	EACH	6	$1,175.00	$ 7,050.00
43	8" x 6" Anchor Tee, Includes 6" Valve	EACH	2	$2,350.00	$ 4,700.00
44	1" Water Service	LF	601	$53.50	$ 32,153.50
45	1" Curb Stop	LF	13	$375.00	$ 4,875.00
	Subtotal - WATER MAIN PIPE, LATERALS, AND FITTINGS (GRAVEL BACKFILL INCIDENTAL)			**$**	**96,536.50**
WATER MAIN VALVES					
46	8" Gate Valve	EACH	2	$2,800.00	$ 5,600.00
	Subtotal - WATER MAIN VALVES			**$**	**5,600.00**
FIRE HYDRANTS					
47	Fire Hydrant	EACH	2	$5,700.00	$ 11,400.00
48	6" Fire Hydrant Branch	LF	13	$135.75	$ 1,764.75
	Subtotal - FIRE HYDRANTS			**$**	**13,164.75**
AGGREGATES AND BASE					
49	CABC, 1¼"	CY	490	$31.06	$ 15,219.40
50	Breaker Run	CY	313	$29.81	$ 9,330.53
	Subtotal - AGGREGATES AND BASE			**$**	**24,549.93**
CURB AND GUTTER					
51	Curb & Gutter 24"	LF	993	$23.00	$ 22,839.00
	Subtotal - CURB AND GUTTER			**$**	**22,839.00**
CONCRETE SIDEWALK AND DRIVEWAY					
52	Construct 4" Concrete Sidewalk	SY	100	$72.00	$ 7,200.00
53	Construct 6" Concrete Sidewalk and Driveway	SY	199	$83.25	$ 16,566.75
	Subtotal - CONCRETE SIDEWALK AND DRIVEWAY			**$**	**23,766.75**
ASPHALTIC PAVEMENT					
54	HMA Pavement Type 3 LT 58-28 S	SY	1960	$11.20	$ 21,952.00
55	HMA Pavement Type 4 LT 58-28 S	SY	1960	$8.90	$ 17,444.00
56	Tack Coat	GAL	98	$3.50	$ 343.00
	Subtotal - ASPHALTIC PAVEMENT			**$**	**39,739.00**
SAWING PAVEMENT					
57	Sawing Pavement Full Depth	LF	75	$3.00	$ 225.00
	Subtotal - SAWING PAVEMENT			**$**	**225.00**
FURNISHING AND PLANTING PLANT MATERIALS					
58	Spread 4" Min Topsoil and Seed Disturbed Areas	ACRES	1.2	$19,050.00	$ 22,860.00
	Subtotal - FURNISHING AND PLANTING PLANT MATERIALS			**$**	**22,860.00**
BONDING					
59	Performance Bond	EACH	1	$1.00	$ 1.00
60	Payment Bond	EACH	1	$1.00	$ 1.00
	Subtotal - BONDING			**$**	**2.00**
STORMWATER POND					
61	Stormwater Pond- Clay Liner	CY	1000	$16.55	$ 16,550.00
62	Stormwater Pond- Excavation	CY	1000	$9.22	$ 9,220.00
	Subtotal - STORMWATER POND			**$**	**25,770.00**
	Total - Habitat for Humanity - Habitat Homestead - Change Order 1			**$**	**739,723.10**
	Total Engineering and Survey Costs			**$**	**99,876.00**
	Total Infrastructure Costs			**$**	**839,599.10**

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a three-month extension to the planning option for RDA-owned property located on the 400 block of Fourth Street (parcels 2-176, 2-177, 2-178 and 2-178-A) to NeighborWorks Green Bay.

BACKGROUND

In December 2022, the RDA approved a planning option to NeighborWorks Green Bay for the development of 11 affordable and market-rate townhomes to be located on four RDA-owned parcels located on the 400 block of Fourth Street. Since that time, two three-month extensions have been granted.

Based on the total development cost, probable sales price, and potential subsidy options, the developer has decided to transition to seven totally-affordable townhomes. Each unit is 2,154 sq. ft. and has three bedrooms, two full baths, and a two-car attached garage. Although the total number of units has decreased, the size of the units, number of bedrooms, baths, and garage space still remain in line with the neighborhood.

The developer continues to work on the final design, budget, and financing with their internal committees and construction partner. Due to these changes, the developer is requesting a three-month extension to their current planning option.

Staff have reviewed the request and are recommending a three-month extension. This will also allow staff to discuss the viability of a mixed-income development as well as make design recommendations for the project.

RECOMMENDATION

To approve a three-month extension to the planning option with NeighborWorks Green Bay for the development of seven units of townhomes located on the 400 block of 4th Street and Chestnut Avenue.

FISCAL IMPACT

ATTACHMENTS

1. 4th and Chestnut GIS
2. CGB RDA Planning Option Extension_4th Street Townhomes_COMPILED_20240227

Part of Brown County WI

Map printed on 12/2/2022

1:480
1 inch = 40 feet*
1 inch = 0.00758 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078
We solve housing challenges and build stronger communities.

February 28, 2024

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

Re: Planning Option Extension Request at Parcels 2-176, 2-177, 2-178, 2-178-A

Dear Ms. Bitney and Members of the Authority,

As part of our ongoing efforts related to the 4th Street Multi-Family project, NeighborWorks Green Bay is requesting a three-month extension of our current planning option.

During the planning option period for this project, we have continued to develop our design and budget through discussion with internal committees, our construction partner, and the City of Green Bay to ensure a viable project is ready to serve the housing needs within the City of Green Bay in the near future.

Based on the total development cost, probable sales price, and potential subsidy options we have decided to shift away from the previous 11-unit townhome design to the 7-unit townhome design as shown in the documents attached. Although the quantity of units has decreased, the size of the units and quantity of bedrooms, bathrooms and garages are more in line with the neighborhood. Plus, the current proforma all seven units falling the affordable, for sale category.

Over the next few months, we plan to continue our design efforts in partnership with our design, engineering, construction, and finance teams. While still being refined, in general, the overall design will follow the typical NeighborWorks color and material palette, including brick veneer, board and batten siding, Hardie-panel, and dimensional shingle roofs. A key site planning consideration will be a few potential variance requests that will need to be discussed with the City of Green Bay. Once those discussions are complete, we are confident we can provide a successful project that will elevate the overall fabric of the neighborhood adjacent to the Shipyard Development.

If you need additional information or documentation from our team on this topic, please let me know and I can follow-up as needed.

Thank you for your consideration.

Sincerely,

David W. Erickson, RA

Director of Real Estate Development
NeighborWorks Green Bay
Email david@nwgreenbay.org
NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.

Part of Brown County WI

Map printed on 11/28/2023

1:1,200

1 inch = 100 feet*

1 inch = 0.0189 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
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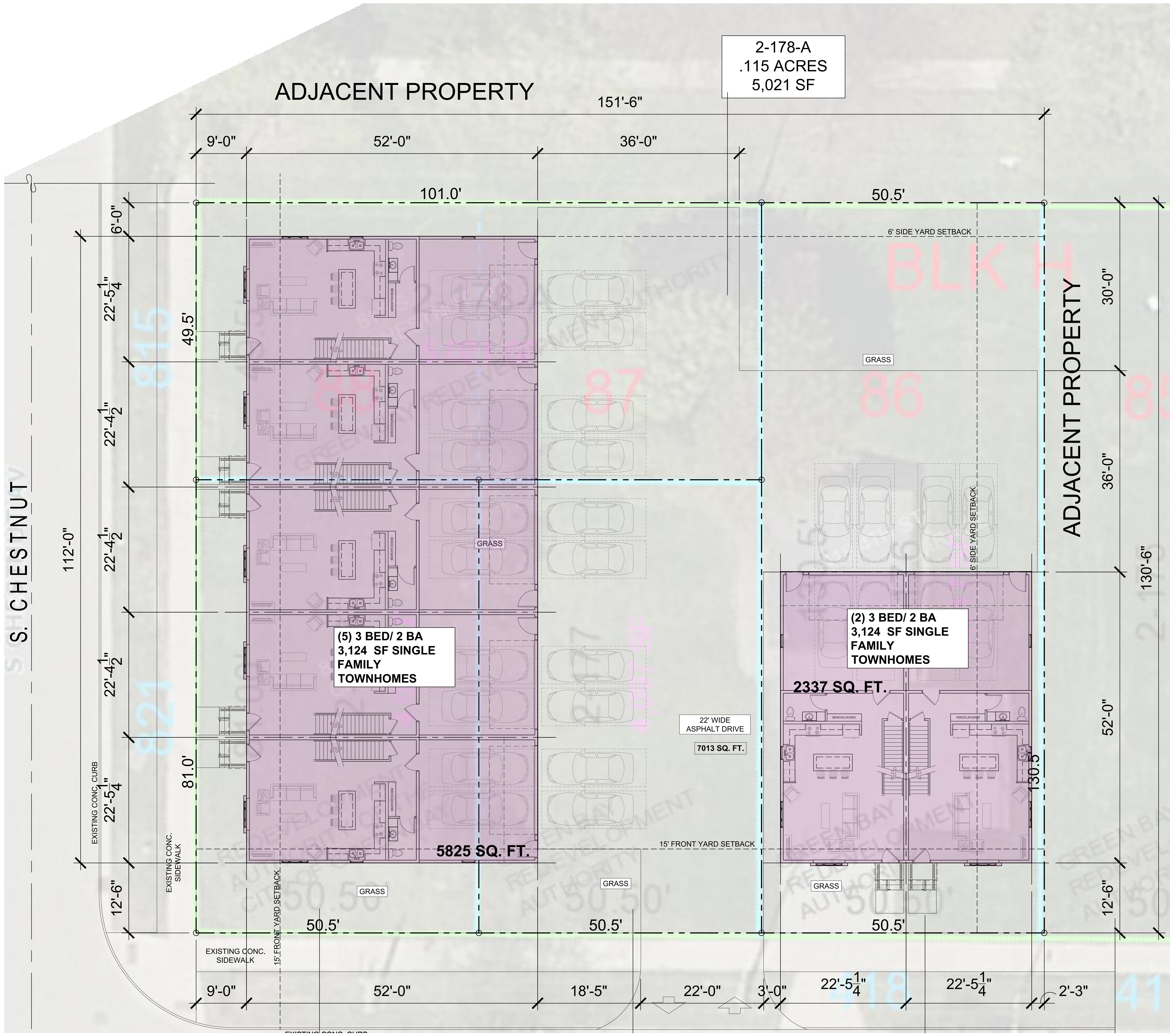


1 SITE PLAN
1" = 10'

PERCENTAGE OF IMPERVIOUS

SQUARE FOOTAGE INFORMATION:

NEW RESIDENCES = 1,173.5 SQ. FT. (MAIN LEVEL*) **
(7) UNITS

TOTAL SPACE = 8,214.5 SQ. FT.
PORCHES/PATIOS = 105.0 SQ. FT.
PARKING / DRIVEWAY = 7,013.0 SQ. FT.

** UPPER LEVEL IS FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT **

IMPERVIOUS SQ. FOOTAGE CALC.

TOTAL BLDG. FOOTPRINT+ DRIVEWAY+SIDEWALKS: 15,332.5 SQ. FT.
TOTAL LOT SIZE: 19,770.7 SQ. FT.

IMPERVIOUS RATIO =

(IMPERVIOUS) / LOT SIZE) x 100 = % OF IMPERVIOUS SURFACE: 15,332.5 / 19,770.7) x 100 = 77.6%

FLOOR AREA RATIO =

TOTAL BLDG. SF / SITE SF :
(FOOTPRINT * 2 LEVELS) / SITE SF : 16,429.0 / 19,770.7) = .831

NeighborWorks® GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT

v.21j.7 - (7) Side x Side Residence

Green Bay, WI 54301

Lots 2-176, 2-177, 2-178, 2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW

REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

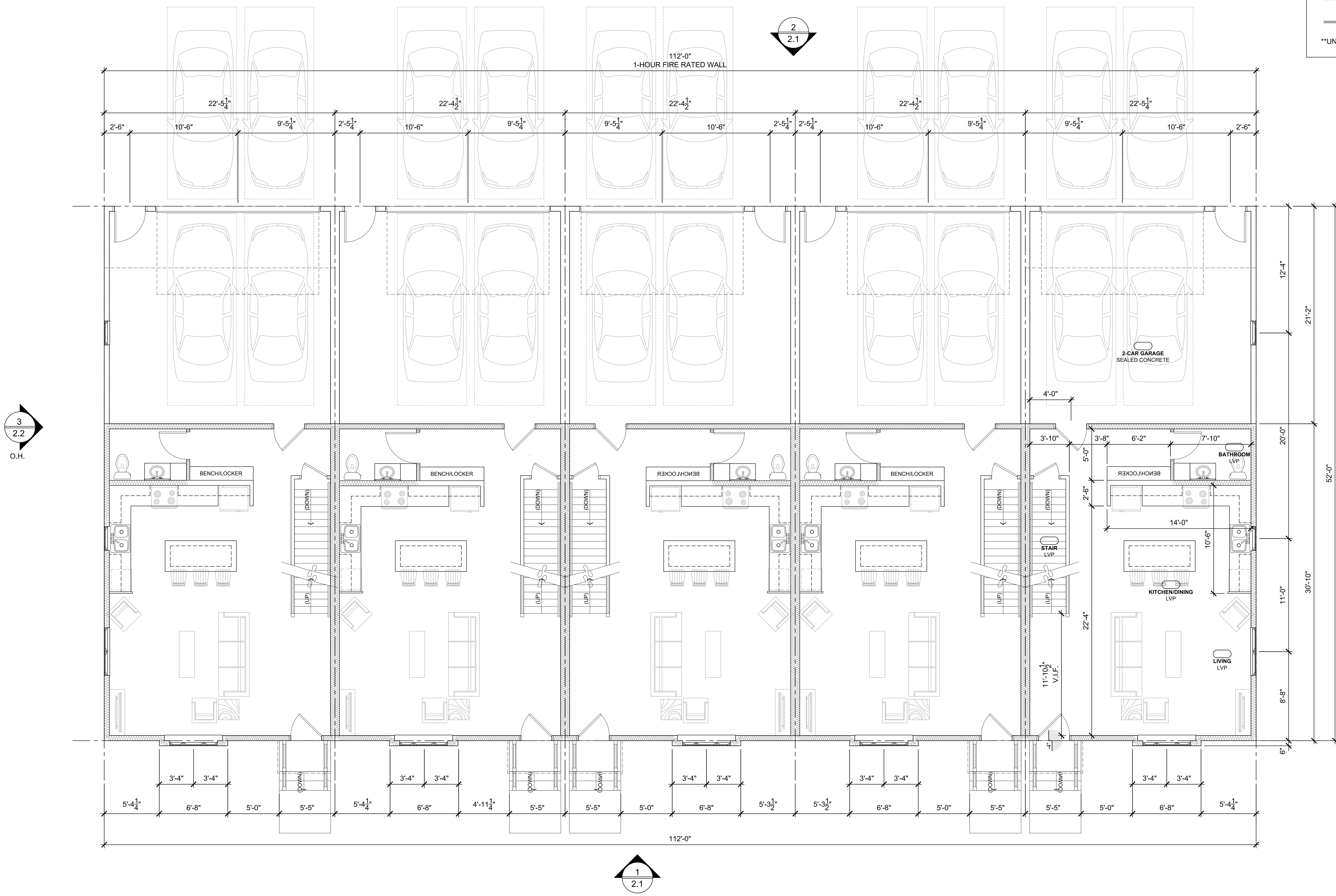
SITE PLAN
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

0.2
SHEET NUMBER

SQUARE FOOTAGE CALCULATIONS	
MAIN LEVEL A/C	698.0 SQ. FT.
UPPER LEVEL A/C	1,032.1 SQ. FT.
TOTAL A/C	1,755.0 SQ. FT.
LOWER LEVEL NON A/C**	714.0 SQ. FT.
PORCHES NON A/C	152.6 SQ. FT.
GARAGE NON A/C	475.0 SQ. FT.
TOTAL NON A/C	1,341.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	3,096.6 SQ. FT.

*PER UNIT
**UNFINISHED BASEMENT TBD. CONSIDER SOG.



1 GROUND LEVEL PLAN - BLDG. A
3/16" = 1'-0"

NORTH

NeighborWorks®
GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW
REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

GROUND LEVEL PLAN
BUILDING A
SHEET NAME

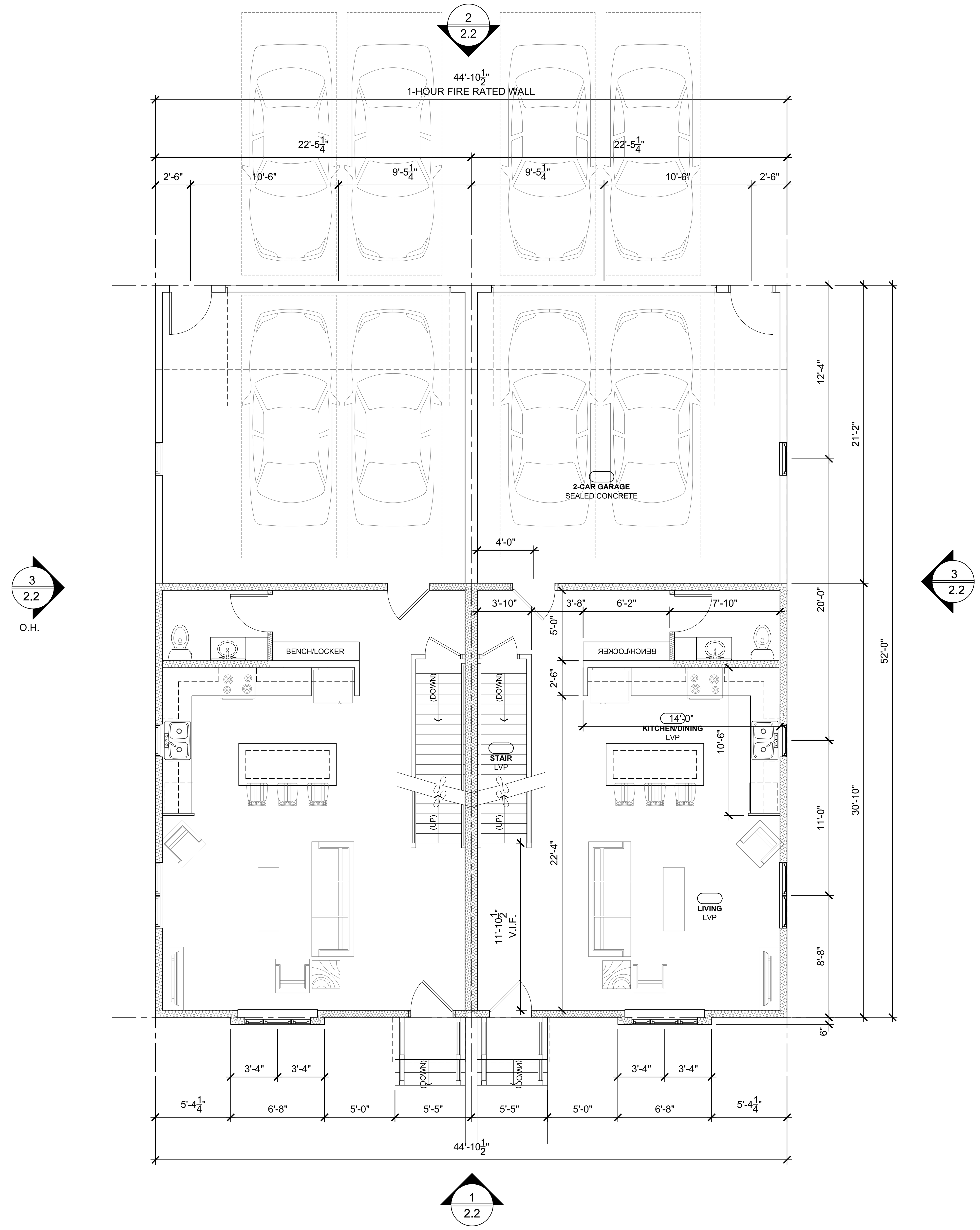
PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

1.1a
SHEET NUMBER

SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	698.0 SQ. FT.
UPPER LEVEL A/C	1,032.1 SQ. FT.
TOTAL A/C	1,755.0 SQ. FT.
LOWER LEVEL NON A/C**	714.0 SQ. FT.
PORCHES NON A/C	152.6 SQ. FT.
GARAGE NON A/C	475.0 SQ. FT.
TOTAL NON A/C	1,341.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	3,096.6 SQ. FT.

*PER UNIT
**UNFINISHED BASEMENT TBD. CONSIDER SOG.



1 **GROUND LEVEL PLAN - BLDG. B**

3/16" = 1'-0"

NORTH

NeighborWorks®
GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT

v.21j.7 - (7) Side x Side Residence

Green Bay, WI 54301

Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW

REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

GROUND LEVEL PLAN
BUILDING B
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

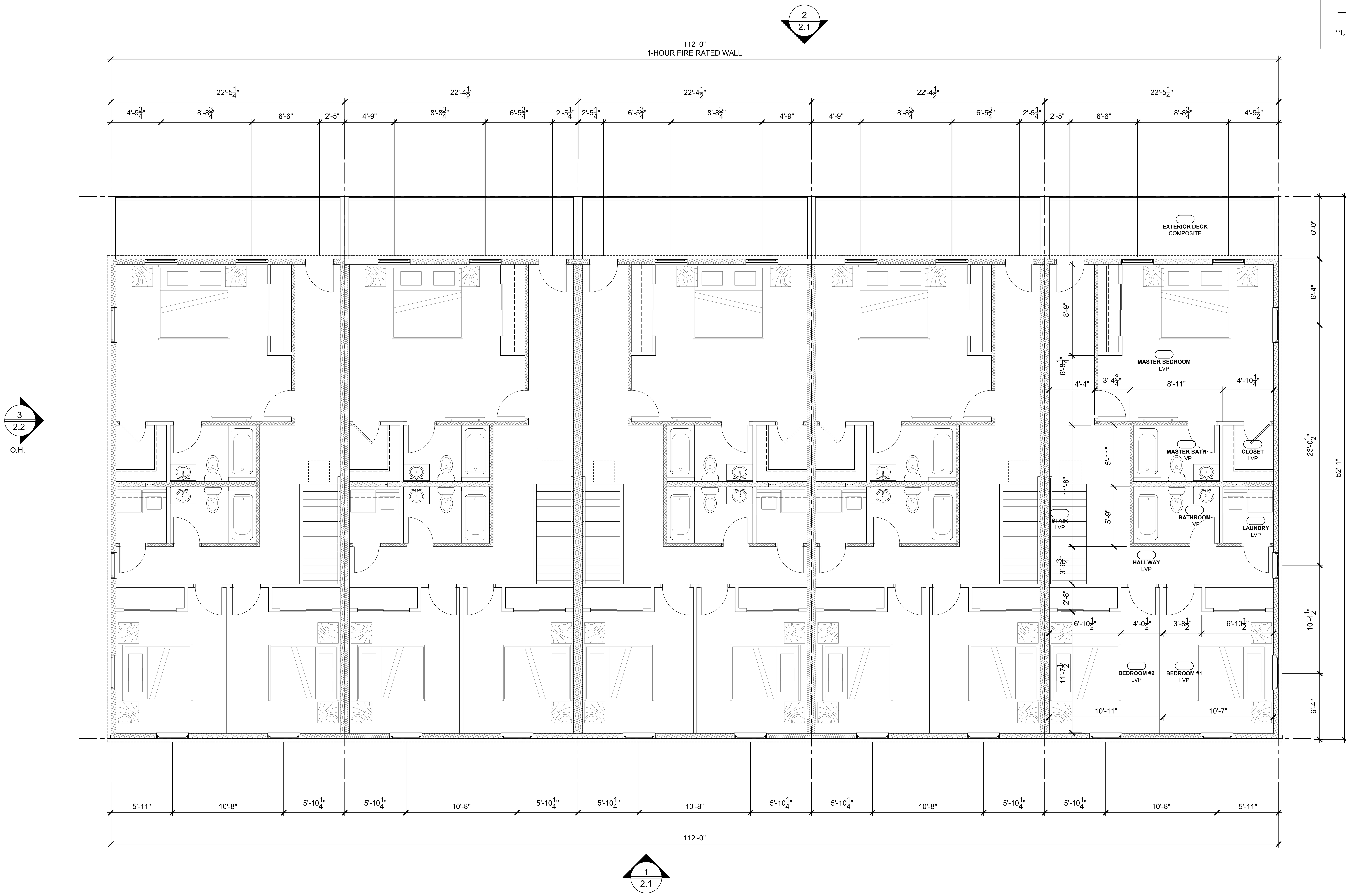
1.1b
SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_4th St_Multi-Family Development\02 Pre-Development\DRAWINGS\v21\1.1 Ground Level Plan_v21j.7.dwg, 2/28/2024 2:55:36 PM

SQUARE FOOTAGE CALCULATIONS

MAIN LEVEL A/C	698.0 SQ. FT.
UPPER LEVEL A/C	1,032.1 SQ. FT.
TOTAL A/C	1,755.0 SQ. FT.
LOWER LEVEL NON A/C**	714.0 SQ. FT.
PORCHES NON A/C	152.6 SQ. FT.
GARAGE NON A/C	475.0 SQ. FT.
TOTAL NON A/C	1,341.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	3,096.6 SQ. FT.

*PER UNIT
**UNFINISHED BASEMENT TBD. CONSIDER SOG.



1 UPPER LEVEL PLAN - BLDG. A

3/16" = 1'-0"

NORTH

NeighborWorks®
GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW
REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

UPPER LEVEL PLAN
BUILDING A
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

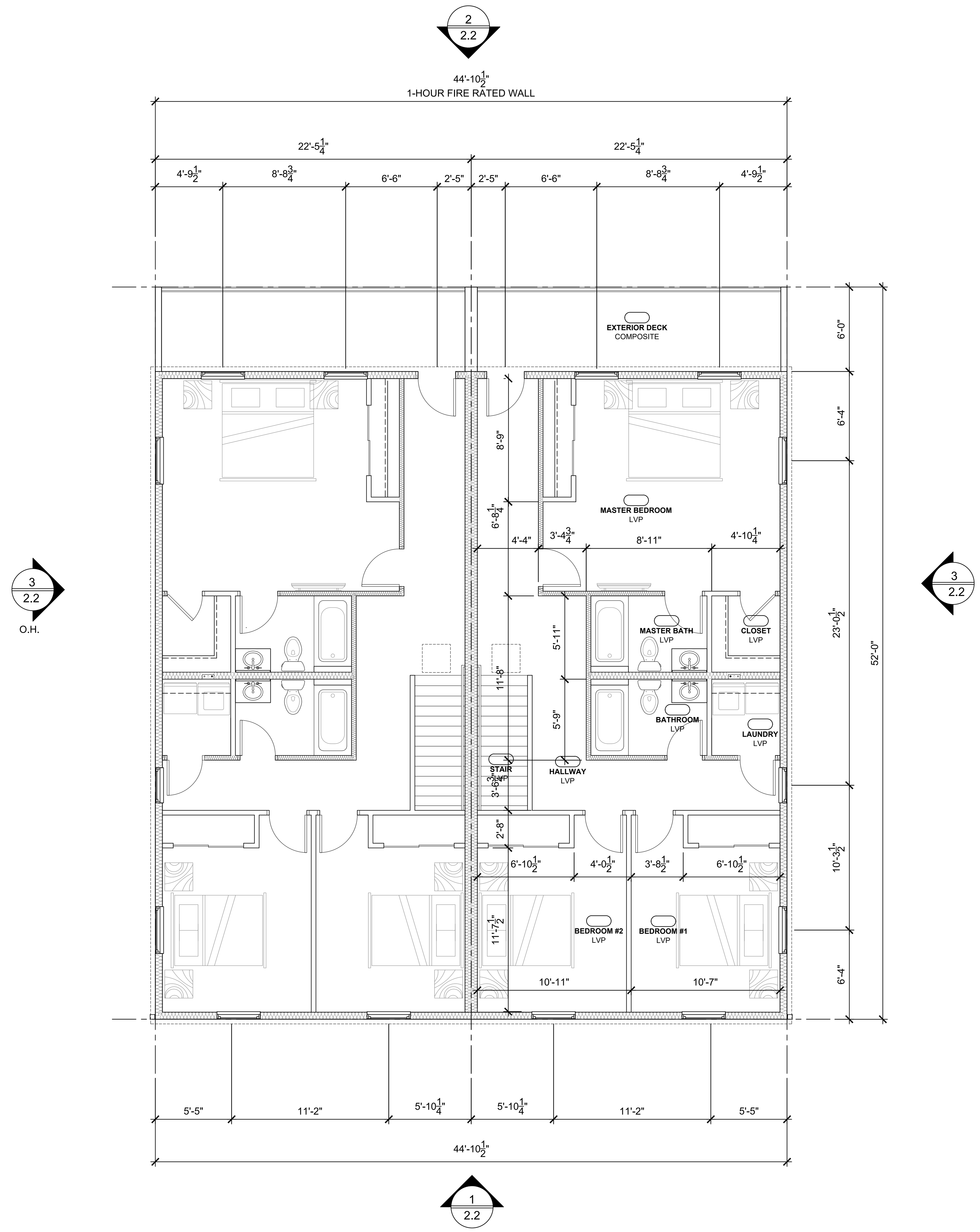
1.2a

SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_4th St_Multi-Family Development\02 Pre-Development\DRAWINGS\v21\1.2 Upper Level Plan_v21j.7.dwg, 2/28/2024 3:26:11 PM

SQUARE FOOTAGE CALCULATIONS	
MAIN LEVEL A/C	698.0 SQ. FT.
UPPER LEVEL A/C	1,032.1 SQ. FT.
TOTAL A/C	1,755.0 SQ. FT.
LOWER LEVEL NON A/C**	714.0 SQ. FT.
PORCHES NON A/C	152.6 SQ. FT.
GARAGE NON A/C	475.0 SQ. FT.
TOTAL NON A/C	1,341.6 SQ. FT.
GRAND TOTAL (A/C + NON A/C)	3,096.6 SQ. FT.

*PER UNIT
**UNFINISHED BASEMENT TBD. CONSIDER SOG.



1 UPPER LEVEL PLAN - BLDG. B
3/16" = 1'-0"

NORTH

NeighborWorks®
GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW
REVISION LOG

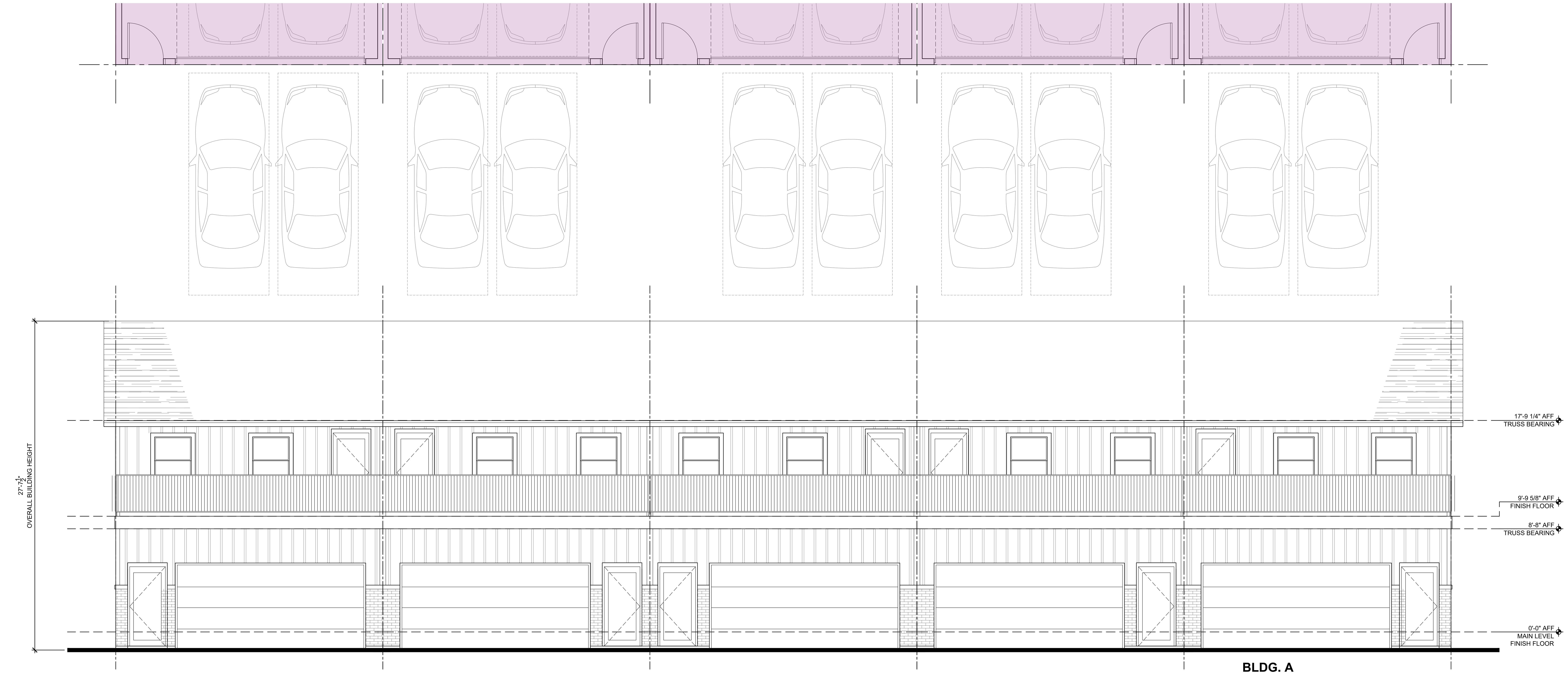
4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

UPPER LEVEL PLAN
BUILDING B
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

1.2b
SHEET NUMBER

S:\4. Real Estate Development\2. Prospects\Green Bay_4th St_Multi-Family Development\02 Pre-Development\DRAWINGS\v21\1.2 Upper Level Plan_v21j.7.dwg, 2/28/2024 3:26:34 PM



2 **EAST ELEVATION**
3/16" = 1'-0"

1 **WEST ELEVATION**
3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. EXTERIOR SIDING (VINYL OR CEMENT) OVER BUILDING WRAP OVER SHEATHING. (BOARD AND BATTEN PATTERN)
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. BRICK VENEER AND MASONRY CAP.
7. GUTTER AND DOWNSPOUT.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. METAL AWNING. MOUNT PER MANUF. SPECIFICATIONS.
10. ATTIC VENT.
11. WALL-MOUNTED PATIO. MOUNT PER MANUF. SPECIFICATIONS.
12. METAL GUARDRAIL. 42" AFF
13. SCUPPER.
14. PREFINISHED METAL FENCE/GATE

KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY

NeighborWorks®
GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

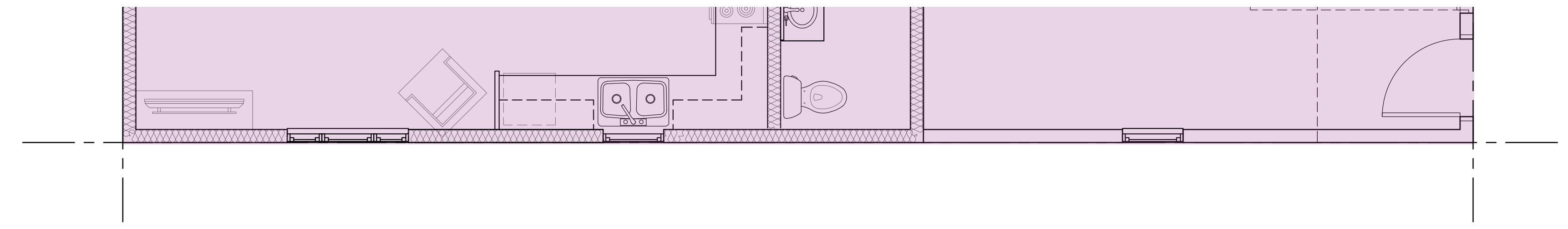
ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW
REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

2.1
SHEET NUMBER

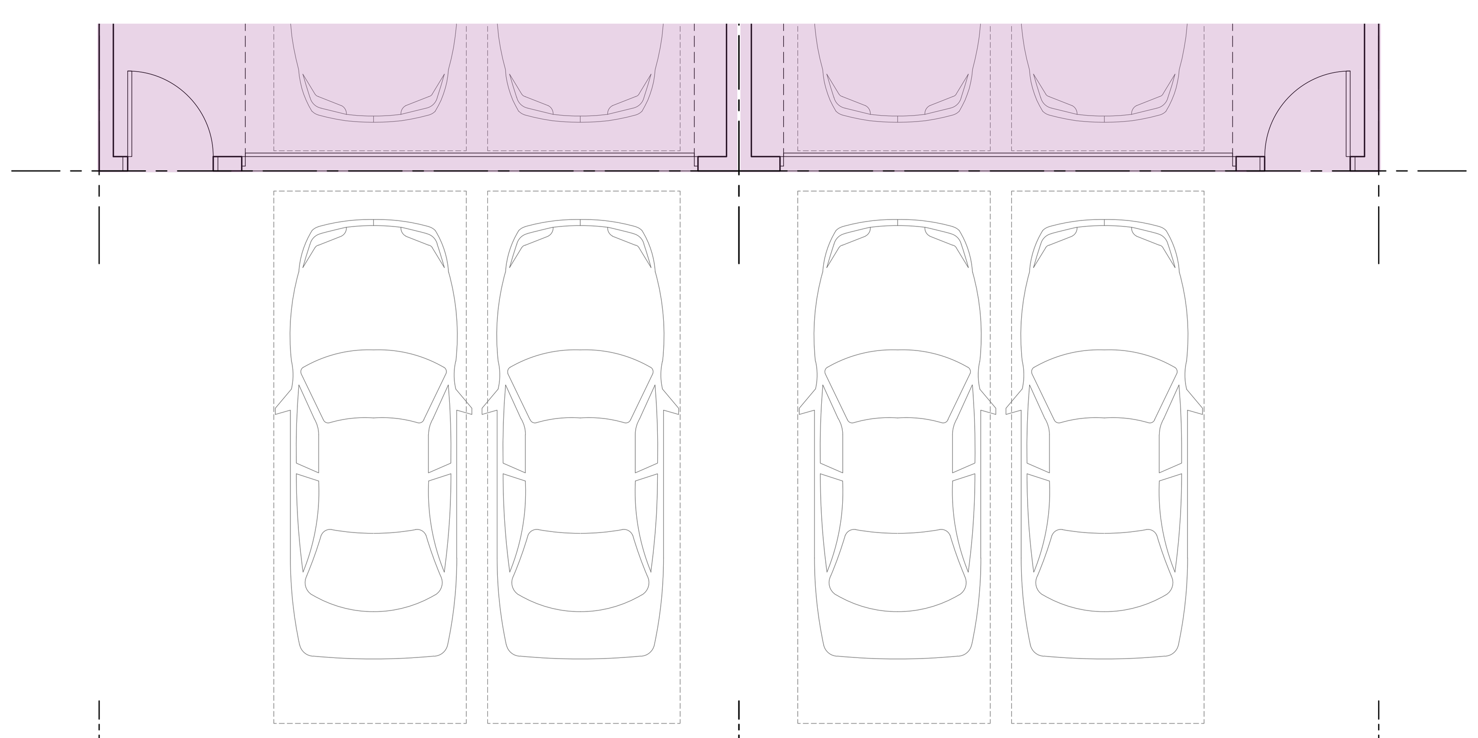


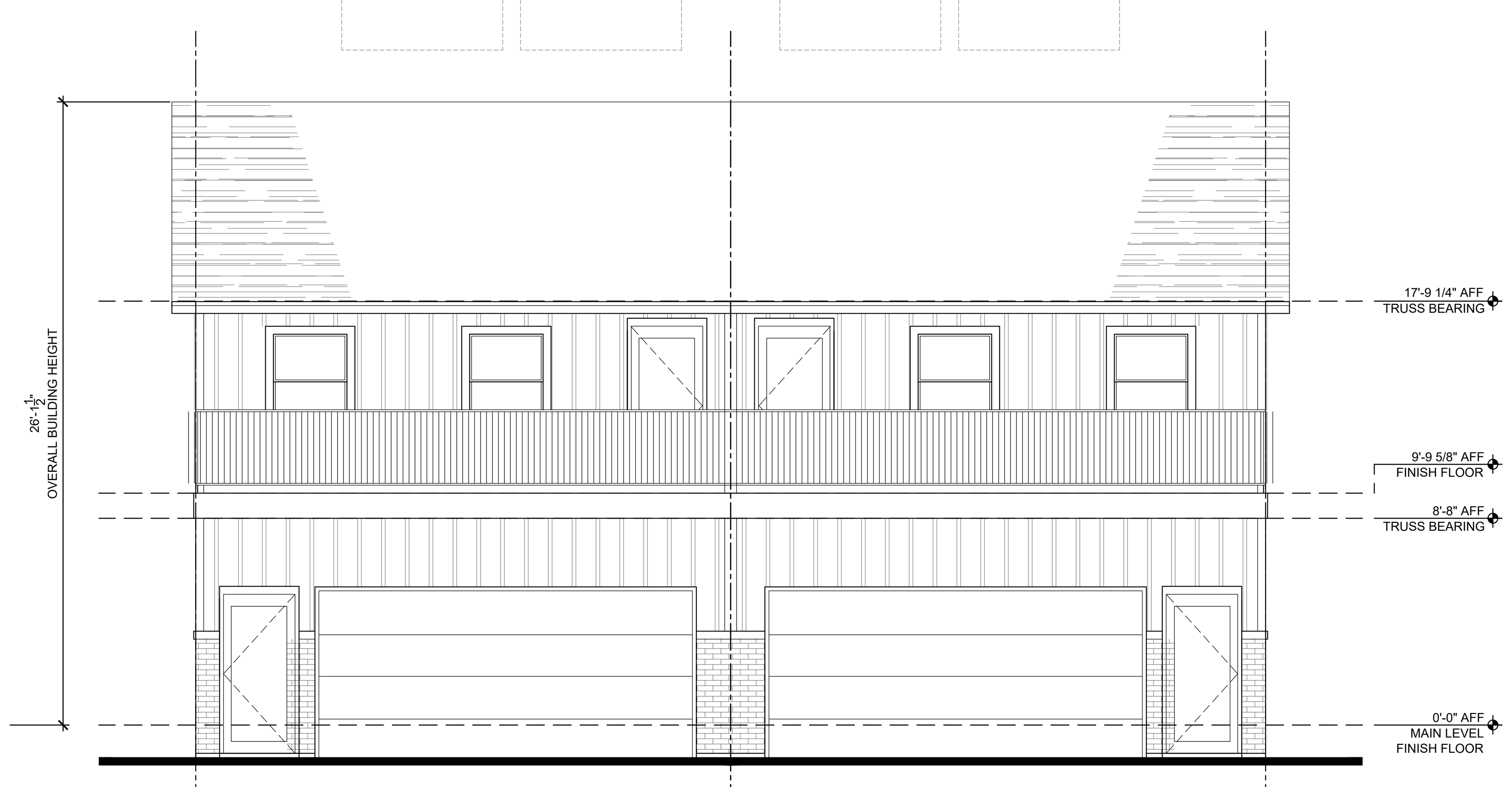
3 SIDE ELEVATION
3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N. PAINT.
3. EXTERIOR SIDING (VINYL OR CEMENT) OVER BUILDING WRAP OVER SHEATHING. (BOARD AND BATTEN PATTERN)
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. BRICK VENEER AND MASONRY CAP.
7. GUTTER AND DOWNSPOUT.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. METAL AWNING. MOUNT PER MANUF. SPECIFICATIONS.
10. ATTIC VENT.
11. WALL-MOUNTED PATIO. MOUNT PER MANUF. SPECIFICATIONS.
12. METAL GUARDRAIL. 42" AFF
13. SCUPPER.
14. PREFINISHED METAL FENCE/GATE

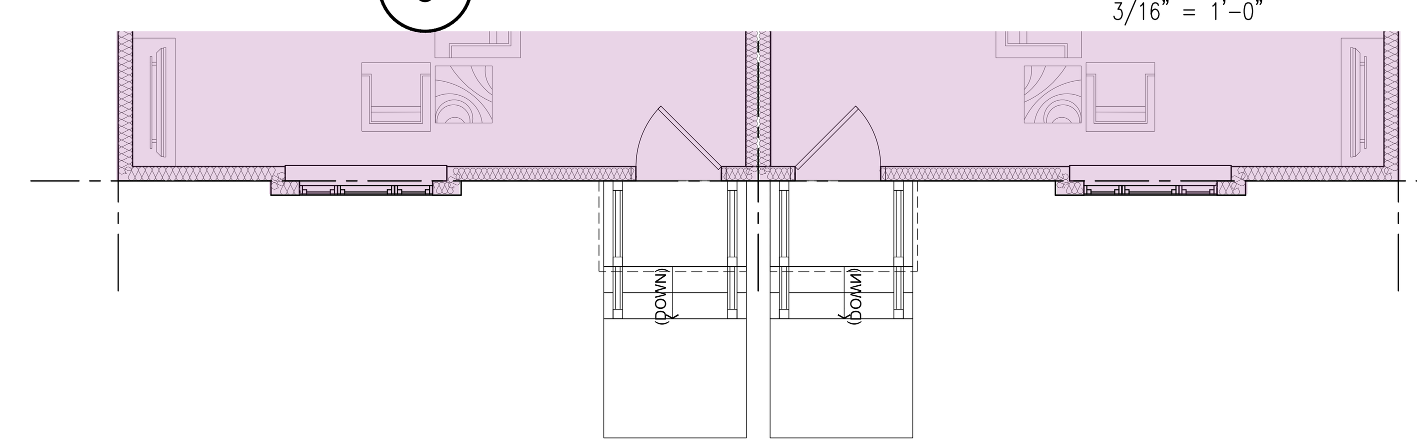
KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY





2 NORTH ELEVATION
3/16" = 1'-0"



BLDG. B

1 SOUTH ELEVATION
3/16" = 1'-0"

NeighborWorks® GREEN BAY

4th Street MULTI-FAMILY DEVELOPMENT
v.21j.7 - (7) Side x Side Residence
Green Bay, WI 54301
Lots 2-176, 2-177,2-178,2-178-A

NOT FOR CONSTRUCTION

ISSUE DATE: 2/7/2024
ISSUED FOR: REVIEW
REVISION LOG

4th Street Multi-Family
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS
SHEET NAME

PROJECT NUMBER: -
DRAWN BY: DE CHECKED BY: TD
SCALE: AS NOTED

2.2
SHEET NUMBER

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Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Krista Cisneroz, Staff

AGENDA ITEM # E.6

Consideration with possible action to award up to $74,999.00 of HOME CHDO funds to NeighborWorks Green Bay for a home build at 929 N. Broadway.

BACKGROUND

NeighborWorks Green Bay is proposing construction of a new, single-family home at 929 N. Broadway, in partnership with the Green Bay Public Schools Bridges Program. This three-bedroom, two-bath, two-car garage home will be marketed for sale to households below 80% of area median income.

The neighborhood consists primarily of single-family homes and some multi-family properties. The neighborhood's housing stock is primarily original construction of 50+ years old with some redevelopment of duplexes. The home design will follow the typical material palette and construction style like other current and previously completed projects by the NeighborWorks team and will fit well into the existing neighborhood fabric.

The current housing market is a challenging one for modest income buyers. Competition for homes, although cooling slightly, is still fierce. Construction costs remain high, and mortgage interest rates have had a dramatic impact on home affordability. In order to ensure the long term viability of a modest income home buyer, NeighborWorks Green Bay is requesting up to $74,999.00 in HOME funds to be used in two parts.

The first is to fill the gap between expected total development costs and the expected market value of the completed home. Based on the construction cost estimate and experience developing similar homes in comparable neighborhoods, they are requesting $50,000.00 to close the development cost to the market value gap.

The second component is a buyer subsidy in the form of a no-interest, deferred-payment second mortgage loan to ensure affordability for a modest-income household. The size of the loan will be based on home buyer needs and staff have recommended the amount not to exceed $24,999.00.

RECOMMENDATION

To approve the award of up to $74,999.00 in HOME CHDO funds to NeighborWorks Green Bay for a home build at 929 N. Broadway.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Ronda Bitney

AGENDA ITEM # E.7

Consideration with possible action to approve a 30-day extension to the planning option with Cherry Faith Properties and Du Juan Cherry for the site located at 436 S Monroe Avenue.

BACKGROUND

In May 2023, the RDA approved a planning option to Cherry Faith Properties, LLC for the development of a 4-story, mixed-use building with 33 residential units and ground floor retail at the site located at 436 S Monroe Avenue.

Since that time, two (2), three-month extensions have been granted, allowing the developer to continue to work on site plans and financial commitment. Due to current interest rates and pro forma, the developer needed to work with a new lender and investors to secure financing. The primary lender has provided proof from underwriting for conditional approval of a new construction loan. The developer does have investors with the intent of assisting with financing, but additional proof of commitment will be required.

Staff is recommending RDA approve a 30-day extension to the planning option, allowing the developer time to provide final information and to work with staff to receive financial commitment from the City of Green Bay.

RECOMMENDATION

To approve a 30-day extension to the planning option, allowing the developer time to provide final information and to work with staff to receive financial commitment from the City of Green Bay.

FISCAL IMPACT

ATTACHMENTS

1. 30-day planning extension_
2. 24.03 Cherry Faith et al Term sheet

CHERRY FAITH
PROPERTIES

Dujuan Cherry

2054 S 102nd St, Milwaukee, WI 53227

(262) 262-6501

cherryfaithproperties@gmail.com

March 11th, 2024

Ronda Bitney

Real Estate specialist, City of Green Bay
To the Green Bay Redevelopment Authority,

I'm requesting an additional 30-day planning extension for 436 S Monroe Ave, Green Bay.

The recent work that has been completed is as follows: a financial term sheet has been presented by Bank First. The next steps are to present any required materials to the Redevelopment Authority of Green Bay, enter into the developer agreement, and break ground on the development. Groundbreaking shall begin on March 18th, 2024.

BankFirst

RE: Financing for Cherry Faith LLC

Dear Dujuan,

Bank First ("Bank") is pleased to provide the following financing term sheet for ("Borrower") based on the terms and conditions set forth below.

Credit Facilities: The interest rate is quoted as of March 8, 2024 and is based on a 360 day year.

REQUEST #2:	New Term loan to Cherry Faith LLC
Borrower's Legal Name:	Cherry Faith LLC
Purpose:	Finance construction of new 33 Unit Apartment facility
Note Number:	New
Amount:	Up to $3,250,000 (limited to 60% LTV)
Payment:	Interest only for 18 months, then $25,100 P&I monthly
Interest Rate/Floor:	8.00% fixed rate
Term/Maturity:	60 Months
Amortization:	Up to 300 months
Repayment Source:	Cash flow from operations
Collateral:	1st REM, ALR- TBD Monroe Green Bay, WI
Guarantors:	Dujuan Cherry & Movin Out. Inc. - (unlimited)
Fees:	50 BPS($16,250) + out of pocket expenses
Prepayment Penalty:	5% penalty on the amount prepaid decreasing by 1% annually to 2 minimum
Financial Covenant:	Minimum debt service coverage of 1.20x
Sweep (LOC):	N/A
Subject To (Pre-Closing):	Receipt and review of Phase I environmental report Title company to process draws 3rd party inspection Attorney prepared documents- bond

Sources	Description	%	Uses	Description	%
$3,250,000	Bank Loan	45.35%	$6,760,372	Building construction costs including land	94.34%
$1,000,000	Additional Equity	13.95%	$405,622	Developer Fee	5.66%
$1,000,000	Terry	13.95%			0.00%
$1,400,000	Moving out	19.54%			0.00%
$515,994	City of Green Bay	7.20%			0.00%
$7,165,994		100.00%	$7,165,994		100.00%

Monitoring Requirements:

Applies to:	Requirement	In Compliance?
Cherry Faith LLC	Annual Reviewed statements to be received within 120 days of fiscal year end*	New
Cherry Faith LLC	Corporate Federal income tax returns to be received within 120 days of year end	New
Cherry Faith LLC	Rent rolls due upon request	New
Dujuan Cherry	Annual personal financial statement of guarantor	New
Dujuan Cherry	Personal Federal income tax returns to be received within 120 days of year end	New

Deposit Accounts: Primary Depository accounts to be maintained with Bank First

If you have any questions, please do not hesitate to call me directly at 920-819-0535. Thank you for providing Bank First the opportunity to serve your organization.

Sincerely,

Aaron Faulkner

Aaron Faulkner – Region President – Commercial Banking
afaulkner@bankfirst.com | 920-819-0535

BankFirst

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.8

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

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

In 2018, the City of Green Bay and the Redevelopment Authority entered into a development agreement to establish the funding mechanism for improvements to the Shipyard redevelopment project. The Shipyard site, located at 100 W. Mason Street (Tax Parcel 2-78), 239 Arndt Street (Tax Parcel 3-551), 101 Bridge Street (Tax Parcel 3-554-A), and 119 Bridge Street (Tax Parcel 3-556), is an RDA-owned site being redeveloped into a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield will be dramatically transformed into a destination for recreation, tourism, housing, and business.

Construction for Phase I is taking place from August 2022 through July 2024. This work includes a riverfront promenade/multi-modal path, floating dock, fishing pier, habitat enhancement, and an accessible kayak launch. The second Phase includes a great lawn for concerts, festivals, and other events; a dog park; an urban beach, playground, and splash pad. Construction is tentatively planned to start in late 2024. The final Phase includes a unique commercial plaza that will support local start-up businesses that specialize in food, beverage, retail, and recreation.

Additionally, a private developer, Merge Urban Development, will start construction in August 2024 on a mixed-use project on northern portions of the Shipyard site (239 Arndt Street, 101 Bridge Street, and 119 Bridge Street). The Merge development will include 225 market rate housing units and is anticipated to produce at least $21,000,000 in increased property values. Per the Merge Development Agreement 2021-01, the City and RDA are obligated to complete construction on the Shipyard's public recreational/entertainment amenities and public improvements to Arndt and Bridge Streets.

The original Shipyard Development Agreement 18-02 identifies a total budget of $10,000,000, with $9,500,000 in City funds to be dedicated as a project grant. The original agreement specified that funds were to be used for property acquisition, improvements for the Shipyard's public recreational and entertainment facilities, neighborhood investment, and public improvements to streets, rail crossings, and parking.

In 2022, the RDA and City approved Amendment 1 to Development Agreement 18-02, increasing the total budget to $17,000,000, with $12,150,000 in City funds to be dedicated as a City-funded project grant. This amendment was approved to address higher costs after bids were received to construct Phase 1, and to include $2,369,800 in new state and federal grants in the budget, reducing the City's percentage share of total project costs.

A Second Amendment to 18-02 is being considered to reflect project updates, and to narrow the scope of the Development Agreement considering certain project costs are being accounted for through separate development agreements. Primary changes proposed with this Amendment include:

- Update project budget from $17,000,000 to $24,000,000 to initiate Phase 2.
- Update project grant from $12,150,000 to $16,630,000 to initiate Phase 2.
- Include $5,000,000 federal grant from National Park Service Outdoor Recreation Legacy Partnership program.
- Remove properties and project costs included in original agreement that are being addressed through separate development agreements with Merge Urban Development and the anticipated redevelopment of the former Badger Sheet Metal site.

RECOMMENDATION

Approval of Second Amendment to Development Agreement 18-02 between the City of Green Bay and the Green Bay Redevelopment Authority regarding improvements to the Shipyard.

FISCAL IMPACT

Increases in debt service are to be funded by tax increment in TID 22 ($16,630,000) and secured federal and state grant funds ($7,370,000). No levy dollars will be used for this project.

ATTACHMENTS

1. Shipyard Development Agreement Second Amendment 18-02 DRAFT 20240308
2. Shipyard Development Agreement 18-02 Amend 2 redlines 20240308

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This First Amendment to Development Agreement 18-02 is made this ____ day of ____, 2024,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), collectively the Parties.

RECITALS

WHEREAS, The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete the major redevelopment project known as the Shipyard; and

WHEREAS, The Parties entered into a Development Agreement 18-02 dated June 20, 2018, relating to the Project Site; and

WHEREAS, The Parties agreed to amend the Development Agreement 18-02 and executed a First Amendment dated May 25, 2022; and

WHEREAS, The City and the RDA seek to amend the Development Agreement 18-02 ("Agreement") executed between the Parties, to reflect project updates, and to narrow the scope of the Development Agreement considering certain project costs are being accounted for through separate development agreements; and

WHEREAS, The City has previously authorized direct City investment in Shipyard improvements of up to twelve million six hundred fifty thousand dollars ($12,150,000.00) and a total budget of sixteen million six hundred thirty thousand dollars ($16,630,000.00); and

WHEREAS, The City has been awarded an Outdoor Recreation Legacy Partnership (ORLP) grant from the United States National Parks Service and Wisconsin Department of Natural Resources in the amount of five million dollar ($5,000,000.00), requiring changes to the redevelopment project budget; and

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

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

A. In Recital B. delete the following properties:

Tax Parcel	Address	Acres	Assessed Value
2-70	515 S. Broadway	0.085	$0.00
2-71	517 S. Broadway	0.064	$0.00

2-76	525 S. Broadway	0.066	$0.00
2-77	531 S. Broadway	0.301	$0.00
2-107	S. Broadway	0.023	$0.00
2-109	613 S. Broadway	0.079	$0.00
2-945	S. Pearl St.	1.266	$0.00
2-946	505 S. Broadway	0.362	$0.00
2-947	419 S. Maple	2.310	$293,000.00
2-949-A	511-513 S. Broadway	0.145	$0.00
3-568	401 S. Broadway	0.568	$0.00
3-568-1	S. Broadway	0.372	$0.00
3-569	420 S. Broadway	2.190	$611,500.00
3-572	402 S. Broadway	0.110	$39,100.00

B. In Recital C, delete "sixteen and nine hundred sixty five thousands (16.965) acres of land" and replace with "thirteen and six hundred thirty-four (13.634) acres of land".

C. In Recital D.1 The Shipyard, delete "A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:" and replace with "A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and portions of 101 Bridge St. (Tax Parcel 3-554-A), 239 Arndt St. (Tax Parcel 3-551) and 119 Bridge St. (Tax Parcel 3-556) including, but not limited to:"

D. In Recital D.2, Public Improvements, delete sections D.2.a) Arndt Street and D.2.b) Bridge Street in their entirety. Sections D.2.c) CN Railroad Crossings and D.2.d) Parking shall be re-lettered as D.2.a and D.2.b respectively.

E. In former section D.2.c CN Railroad Crossings, delete "Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street."

F. In Section III. FINANCING, from section A., delete "seventeen million dollars ($17,000,000.00)" and replace it with "twenty four million dollars ($24,000,000.00".

G. In Section III. FINANCING, from section A., delete "Section D.5" and replace it with "Section D.3".

H. In Section III. FINANCING, delete "Section B. Uses" in its entirety and replace with the following language: "B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1. and D. 2 of the Recitals.

I. In Section III. Financing, delete Sections B.1, B.2, B.3, and B.4 in their entirety.

J. In Section III. FINANCING, from section C.1, delete "twelve million one hundred fifty thousand dollars ($12,150,000)" and replace with "sixteen million six hundred thirty thousand dollars ($16,630,000.00) in TIF funds"

K. In Section III. FINANCING, in section C.2.d EPA GLRI Grant., delete "if awarded".

L. In Section III. FINANCING, create new Section C.2.e and include the following language:

   e. NPS Outdoor Recreation Legacy Partnership Grant. The City shall contribute five million dollars ($5,000,000.00) in Outdoor Recreation Legacy Partnership grant funds secured from the United States National Parks Service and Wisconsin Department of Natural Resources for Phase II improvements described in Section D.1.b of the Recitals.

M. Exhibit A: Legal Description shall be deleted and replaced with the attached revised Exhibit A.
N. Exhibit B: Preliminary Concept Plan shall be deleted and replaced with the attached revised Exhibit B.

2. Remaining Terms and Conditions. The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this Second Amendment shall remain in full force and effect.

[Signature pages follow]

Signature page 1 of 2

THE CITY OF GREEN BAY, and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

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

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 _________________ 2022, the above named ___________________________ and ___________________________, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 2

THE CITY OF GREEN BAY, and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________________
Gary J. Delveaux, Chair

Attest: ______________________________________
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A
Legal Description

<u>100 W Mason Street – Tax Parcel 2-78</u>

Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

<u>239 Arndt Street – Tax Parcel 3-551</u>

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

<u>101 Bridge Street – Tax Parcel 3-554-A</u>

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.

<u>119 Bridge Street – Tax Parcel 3-556</u>

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 B
Preliminary Concept Plan

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This Development Agreement is made this _________ day of __________________________, 2018, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA").

RECITALS

A. The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as the Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).

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

Tax Parcel	Address	Acres	Assesed Value
~~2-70~~	~~515 S. Broadway~~	~~0.085~~	~~$0.00~~
~~2-71~~	~~517 S. Broadway~~	~~0.064~~	~~$0.00~~
~~2-76~~	~~525 S. Broadway~~	~~0.066~~	~~$0.00~~
~~2-77~~	~~531 S. Broadway~~	~~0.301~~	~~$0.00~~
2-78	100 W. Mason St.	7.974	$0.00
~~2-107~~	~~S. Broadway~~	~~0.023~~	~~$0.00~~
~~2-109~~	~~613 S. Broadway~~	~~0.079~~	~~$0.00~~
~~2-945~~	~~S. Pearl St.~~	~~1.266~~	~~$0.00~~
~~2-946~~	~~505 S. Broadway~~	~~0.362~~	~~$0.00~~
~~2-947~~	~~419 S. Maple~~	~~2.310~~	~~$293,000.00~~
~~2-949-A~~	~~511-513 S. Broadway~~	~~0.145~~	~~$0.00~~
3-551	239 Arndt St.	4.665	$0.00
3-554-A	101 Bridge St.	0.293	$0.00
3-556	119 Bridge St.	0.702	$0.00
~~3-568~~	~~401 S. Broadway~~	~~0.568~~	~~$0.00~~
~~3-568-1~~	~~S. Broadway~~	~~0.372~~	~~$0.00~~
~~3-569~~	~~420 S. Broadway~~	~~2.190~~	~~$611,500.00~~
~~3-572~~	~~402 S. Broadway~~	~~0.110~~	~~$39,100.00~~

C. The parcels listed above shall be referred to as the "Property." The Property comprises approximately ~~sixteen~~ thirteen and ~~nine hundred and sixty five~~ six hundred and thirty-four thousandths (~~16.965~~13.634) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

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

D. RDA intends to complete a Project, which shall be composed of the following components, in accordance with all applicable codes and ordinances:

1. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and portions of 101 Bridge St. (Tax Parcel 3-554-A), 239 Arndt St. (Tax Parcel 3-551) and 119 Bridge St. (Tax Parcel 3-556) ~~surrounding property~~ including, but not limited to:

   a) Phase I

      (I) A multi-modal public path and/or boardwalk with landscaping along the entire waterfront boundaries of the slip, composed of a comination of concrete pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and

      (II) A floating dock for transient boaters, fishing pier, accessible kayak launch, and wildlife habitat enhancement features; and

      (III) A temporary parking lot with approximately nineteen (19) parking stalls with connecting temporary access drive and temporary pedestrian walkway, all to be located on 100 W. Mason St. (Tax Parcel 2-78).

   b) Phase II

      (I) A multi-purpose, multi-season Outdoor Events Center ("Great Lawn") capable of holding approximately eight thousand (8,000) persons for concerts, festivals, and community events; and

      (II) An urban beach, children's playground, splash pad and/or similar amenities; and

      (III) A permanent structure for restrooms and/or concessions; and

      (IV) A dog park.

   c) Phase III

      (I) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation."

2. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

   ~~a) Arndt Street. 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.~~

   ~~b) Bridge Street. 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.~~

~~c)~~a) CN Railroad Crossings. Construction of 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 at Mason Street~~, Arndt Street, and Bridge Street~~. ~~The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.~~

~~d)~~b) Parking. Construction of approximately eight hundred (160) parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:

3. Neighborhood Investment. The Parties acknowledge that the City and/or RDA has spent one million two hundred ninety three thousand nine hundred seventy one dollars and forty six cents ($1,293,971.46) in CDBG, HOME, and Neighborhood Enhancement Funds from 2018-2021 in this neighborhood. Investments include acquisition, demo, curb appeal grants, home improvement loans, commercial faced grants, sidewalks and alleyways. Furthermore, the City has invested approximately two million dollars ($2,000,000.00) into stormwater infrastructure, including installation of stormwater lift stations to mitigate neighborhood flooding.

4. Private Improvements. The City and/or RDA may enter into separate agreements with other parties to construct Private Improvements on the Property in order to generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

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

E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 22" therein replacing references to the "TID"), effective January 1, 2019, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

F. RDA has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure, which will constitute Qualified Expenditures for which TIF assistance may be afforded RDA.

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

H. In order to induce RDA to undertake the Project, such that the Project will build new structures using the latest codes, remove attractive nuisances and other problem properties, invest in neighborhoods with high complaint and/or police call volumes, remediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape, encourage human-powered movement, interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand pedestrian, bicycle, and transit transportation networks, create and/or enhance public spaces and amenities, remove blighted and neglected structures, expand our range of residential and commercial real estate products, and the public will generally benefit, the City has agreed to provide assistance to RDA as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

D. Purpose of the Agreement. In order to cause the Project to occur and to induce RDA 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 make commitments as set forth in this Agreement. The City intends to recover its costs through the Available TID Tax Increment generated by the TID. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

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

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

C. "Available TID Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of properties in the TID 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 TID Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

D. "Base Value" means the aggregate assessed value of the Property when the TID was created.

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

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

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

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

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

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

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

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

   1. road, pedestrian, and bicycle improvements; and

   2. 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.

M. "Qualified Expenditures" means all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure.

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

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

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

Q. “TID” means Tax Increment District Number Twenty-Two (“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.

R. “TIF” means Tax Increment Financing relating to the TID.

III. FINANCING

A. Budget. The total cost of the Project is expected to be ~~seventeen~~ twenty four million dollars ($~~17~~24,000,000.00), exclusive of the Neighborhood Investment funds described in Section D. 3~~5~~. of the Recitals.

~~B.~~ Uses. The funds shall be exclusively used to complete improvements described in Section D. 1.~~,~~ and D. 2~~., D 3., and D. 4.~~ of the Recitals. ~~Approximately one million, one hundred sixty thousand, three hundred dollars ($1,160,300.00) shall be used to acquire real property not currently owned by the RDA and/or City, including:~~

~~B. One hundred and forty-five thousand dollars ($145,000.00) to acquire 525 S. Broadway, 531 S. Broadway, and 613 S. Broadway (Tax Parcels 2-76, 2-77, and 2-109) (acquired in April 2017 with neighborhood enhancement funds); and~~

~~B. Three hundred dollars ($300.00) to acquire S. Broadway (Tax Parcel 2-107) (acquired in May 2017 with neighborhood enhancement funds); and~~

~~B. Twenty thousand dollars ($20,000.00) to acquire 401 S. Broadway (Tax Parcel 3-568); and~~

B. ~~Nine hundred ninety-five thousand dollars ($995,000.00) to acquire 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).~~

C. Sources.

1. Project Grant. The RDA and/or City shall contribute no more than ~~twelve~~ sixteen million ~~one hundred fifty thousand~~ six hundred thirty thousand dollars ($~~12,150,~~16,630,000.00) in TIF funds as a Project Grant towards the Project without Council Action. The Project Grant may be made in phases in order to reduce the total debt burden incurred by the City and/or reduce the amount of interest incurred.

2. Other Grants.

   a) EPA Brownfields Cleanup Grants. The RDA shall contribute five hundred thousand dollars ($500,000.00) in Brownfield Cleanup grant funds secured from the US EPA to remediate contaminated soils on Tax Parcels 2-78, 2-551, and 3-556.

b) WEDC Brownfields Grants. The City shall contribute one million dollars ($1,000,000.00) in Brownfields grant funds secured from the WEDC to remediate contaminated soils on Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.

c) NRDA Grants. The City shall contribute three hundred four thousand, five hundred dollars ($304,500.00) in Natural Resource Damage Assessment Grant funds secured from US Fish & Wildlife Service to provide wildlife habitat improvements and a fishing pier in the Fox River adjacent to Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.

d) EPA GLRI Grant. ~~If awarded, t~~The City shall contribute five hundred sixty-five thousand, three hundred dollars ($565,300.00) in Great Lakes Restoration Initiative Grant funds secured from the US EPA to construct stormwater infrastructure on Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.

~~d)~~e) NPS Outdoor Recreation Legacy Partnership Grant. The City shall contribute five million dollars ($5,000,000.00) in Outdoor Recreation Legacy Partnership grant funds secured from the United States National Parks Service and Wisconsin Department of Natural Resources for Phase II improvements described in Section D.1.b of the Recitals.

3. Other Grants and Credits. The RDA and/or City, 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 RDA and City make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

D. Revenues. The RDA intends to pay the debt service on the Project Grant from the following sources:

1. Available TID Increment. 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 ("TID 22" or the "TID"), which may provide part of the financing for certain costs of the Project. New development in the TID will generate incremental taxes, which shall be used to repay debt service on the Project Grant. The City shall take no action to dissolve the TID before debt service payments on the Project Grant are satisfied, subject to the provisions of this Agreement.

2. Other Sources. RDA and/or the City shall be permitted to enter into separate agreements with other parties, including, but not limited to user fees, tenant leases, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA and/or City.

3. General Obligation. Should the Available TID Increment be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City, and the full faith and credit and the taxing powers of the City may be pledged to the payment of such amounts. Amounts due hereunder may count against the City's constitutional debt limitation, and taxes may be levied for its payment or pledged to its payment should the Available TID Tax Increment be insufficient to make such debt service payments.

IV. OBLIGATIONS OF RDA

A. Concept Plan. RDA shall approve the Concept Plan, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the improvements as defined in Section D. of the Recitals.

B. Construction Documents. Prior to commencement of construction of any Phase of the Project, RDA shall approve 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.

C. Development Budget. RDA shall approve a Development Budget, prepared in accordance with general principles for construction and development budgeting.

D. Compliance with Planning; Zoning; Permits and Use. RDA 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.

E. Acquisition of Property. RDA shall have closed on the purchase and shall have obtained all of the necessary rights of way required for the Project for all parcels within the Property. The Property and rights of way shall be owned in the name of the RDA or City.

F. Termination or Relocation of Easements. RDA shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

G. Certified Survey Map. RDA shall cause a certified survey map to be prepared, approved by the City and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.

H. Improvement of Property. RDA shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. RDA shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

I. Maintenance and Repair. RDA shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.

J. Transfer or Sale of Project Property. If RDA intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, RDA shall notify the City in writing thirty (30) days prior to the anticipated transfer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property.

K. Easements. RDA shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. RDA shall cause existing easements to be relocated or terminated to accommodate the Project.

L. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, RDA shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. RDA shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

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

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

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

3. Survival. The provisions of this Section shall survive the conveyance to RDA of any City Property.

M. Insurance. Before commencement of construction activities on the Property, RDA shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which RDA is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City 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 - $100,000.00 per accident;

   b) Bodily Injury by Disease - $100,000.00 per employee; and

   c) $500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect RDA 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 RDA, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

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

    b) Bodily Injury and Property Damage - $2,000,000.00 per occurrence;

    c) Fire Legal Liability Damage Limit - $100,000.00 per occurrence; and

    d) Medical Expense Limit - $10,000.00 per person.

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

    a) Bodily Injury - $250,000.00 per person; and

    b) $1,000,000.00 per occurrence; and Property Damage - $250,000.00 per occurrence.

4. Umbrella Coverage. Coverage shall protect RDA and any subcontractor during the performance of work covered by this Agreement with limits of $1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. M. 1. to IV. M. 3. above.

5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, RDA 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 RDA of its obligation to perform under this Agreement and, in the event of loss, RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

6. Fire and Casualty Insurance. RDA 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 RDA shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

N. Other.

1. Coal Trucks. RDA shall make a good faith effort to execute an Agreement with the property owners of 115 W. Mason St. (Parcel 2-950), 901-1011 S. Broadway (Parcel 2-958-A), and/or 1101 State Street (Parcel 1-1370) to relocate the primary means of ingress and egress from W. Mason St. to either S. Broadway, Sixth (6th) Street, or State Street. The RDA will also pursue potential acquisition of 115 W. Mason St. as part of the City and Brown County's plans to relocate C. Reiss Company's business to 1530 Bylsby Avenue (Tax Parcel 6-11).

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

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

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

B. Due Authorization. The City Council shall have authorized the City to enter into this Agreement and authorized the person(s) signing this Agreement to execute and deliver it to RDA 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 RDA.

C. Funding Source. The City shall have identified and approved a funding source in an amount greater than or equal to the Project Grant.

D. Feasibility. This Agreement is contingent in on the RDA obtaining design and concept plans which demonstrate that the Project is capable of being completed within the amount identified in the Project Grant. The City and/or RDA may fund and obtain the necessary design and concept plans without waiving the contingency provided for by this provision, and which design and concept plans shall be eligible for reimbursement by the Project Grant once the contingency is satisfied.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

RDA represents and warrants to the City as follows:

A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.

B. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations, and ordinances.

C. Payment. RDA shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. RDA shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by RDA 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. RDA shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. RDA will pay all taxes and assessments levied against the Property when and as the same become due.

D. Certification of Facts. No statement of fact by RDA contained in this Agreement and no statement of fact furnished or to be furnished by RDA to the City 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.

E. No Litigation. There is no litigation or proceeding pending or threatened against or affecting RDA or the Property that would adversely affect the Project, RDA or the priority or enforceability of this Agreement, the ability of RDA to complete the Project or the ability of RDA to perform its obligations under this Agreement.

F. 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 RDA is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which RDA is a party or an obligor.

G. 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. RDA 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.

H. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by RDA in connection with the Property or any transactions contemplated by this Agreement.

VII. DEFAULT

A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party 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.

B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:

1. Termination. Terminate this Agreement;

2. Specific Performance. Sue for specific performance;

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

C. 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.

D. 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.

E. 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.

VIII. TERMINATION

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

1. All Qualified Expenditures have been repaid in full by Tax Increment;
2. The City closes and terminates the TID;
3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
4. This Agreement is terminated because of an Event of Default;
5. The parties agree in writing to terminate this Agreement;
6. The contingencies set forth in Section V cannot be satisified as determined in the sole discretion of the party obligated to satisfy the contingency.

B. Survival of Certain Provisions. Sections IV. D., IV. F., IV. J., IV. K., IV. L., VI. B., VI. C., VI. D., VI. G., VI. H., VII. B., VII. C., VII. D., VII. E., IX. B., IX. C., IX. F., X. I., IX. L., IX. N., IX. O., and IX. Q. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. Assignment. Nothing herein shall prohibit the RDA from creating a limited liability company (LLC), incorporated in the State of Wisconsin, which shall be completely owned and controlled by the RDA, for the sole purpose of owning and operating the Stadium and other Improvements at 100 W. Mason St. (Parcel 2-78), to which the RDA may assign its rights, for which RDA shall not be required to provide written notice to the City, and shall not be required to obtain consent of the City of such actions. RDA may not otherwise assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the RDA under Section IV hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by RDA only upon the prior, written consent of the City, which shall not be unreasonably withheld.

B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

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

D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.

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

F. 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.

G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.

H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

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

J. 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.

K. 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.

L. 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.

M. 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, RDA shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

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

O. 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.

P. 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.

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

[Signature pages follow]

Signature page 1 of 2

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

THE CITY OF GREEN BAY

By: ____
James Schmitt, Mayor

By: ____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2018, 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 2 of 2

THE CITY OF GREEN BAY and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ______________________________________
Gary Delveaux, Chair

Attest: ______________________________________
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2018, 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

Legal Description

~~515 S Broadway – Tax Parcel 2-70~~

~~Lot One (1), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.~~

~~Also:~~

~~Part of the surveyed part of Private Claim No. Two (2), West side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows:~~

~~Commencing at the intersection of the North line of said surveyed part of Private Claim No. 2, with the Westerly right of way line of the (former) C&NW Railroad Company, said point being 10 feet Westerly from the centerline of said Railroad Company's main line tract measured at right angles thereto; thence S 24 degrees 40' 41"W along said Westerly right of way line 162.57 feet to the point of beginning; thence continuing S 24 degrees 40' 41" W along said Westerly right of way line 11.00 feet to the NE corner of Lot 1 of J. L. Jorgensen's Addition; thence N 58 degrees 34'54" W along the North line of said Lot 1, 117.10 feet to the NW corner of Lot 1, and the Easterly line of South Broadway Street; thence Easterly to the point of beginning on the Westerly right of way line.~~

~~517 S Broadway – Tax Parcel 2-71~~

~~Lot two (2), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, subject to easement described in Volume 23 miscellaneous records, page 516, Brown County Records and as amended by Volume 228 Deeds, Page 627.~~

~~525 S Broadway – Tax Parcel 2-76~~

~~Lot Seven (7), according to the recorded plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin; AND~~

~~Easement for the benefit of Parcel 1 created by an instrument granted by Spencer Enterprises, Inc. to William R. Jauquet and James C. Schantz dated October 9, 1975 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 14, 1975, at 2:00 P.M., Jacket 90 records, Image 29, as Document No. 819319 for one parking space and right of ingress and egress from South Broadway to said parking space located on Lot Six (6), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.~~

~~531 S Broadway – Tax Parcel 2-77~~

~~Lots Eight (8) and Nine (9), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin AND that part of Private Claim No. 2, West side of Fox River, as described in Volume 316 Deeds, Page 607 and in Volume 361 Deeds, Page 622 and part of Lots Eleven (11) and Twelve (12), Block B, according to the recorded plat of Tank's First Addition, in the City of Green Bay, West side of Fox River, as described in Volume 361 Deeds, Page 621 and 622, Brown County Records EXCEPTING THEREFROM that part thereof, as described in Volume 972 Records, Page 556.~~

100 W Mason Street – Tax Parcel 2-78

Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

~~S Broadway – Tax Parcel 2-107~~

~~That part of Lot Twelve (12), Block "B". lying West of the West line of the railroad right of way, according to the recorded Plat of C.L.A. Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.~~

~~613 S Broadway – Tax Parcel 2-109~~

~~That part of Lot Eleven (11) and the Northerly 8.0 feet of Lot Ten (10), Block B, according to the recorded Plat of Tank's First Addition, in the City of Green Bay, West side Fox River, Brown County, Wisconsin, lying Westerly of Railroad right of way.~~

~~S Pearl Street – Tax Parcel 2-945~~

~~That part of the surveyed part of Private Claim No. 2 West side of Fox River, described as follows: Commencing at a point in the West government dock line of Fox River where the same is intersected by the North line of the surveyed part of Private Claim No. 2 West; thence South 12° 35' 14" West 108.41 feet; thence North 64° 6' 21" West 650.11 feet to the West line of Pearl Street produced Southerly; thence North 24° 42' 39" East along the West line of Pearl Street, produced 105.52 feet to the North line of the surveyed part of Private Claim No. 2 West; thence South 64° 6' 21" East along the North line of the surveyed part of Private Claim No. 2 West 627.34 feet to the place of beginning, EXCEPT the part thereof described in Volume 196 of Deeds, Page 294 and EXCEPT the part thereof that lies West of the center line of Pearl Street produced Southerly.~~

~~505 S Broadway – Tax Parcel 2-946~~

~~Unsurveyed prt of PC 2 WSFR prt of PC 2 des in 173 D 180 & prt of Lot 1 Blk 5 Arndts 1st Add ex prt sold Electrical Serv Corp & ex 251 D 449 & 253 D 269 BCR~~

~~511-513 S Broadway – Tax Parcel 2-949-A~~

~~Those parts of the surveyed part of private claim no. two (2) West side of Fox River, Green Bay, Wisconsin and lot number one (1) of J.L. Jorgensen's addition to the City of Green Bay, as described as follows:~~

~~Commencing at the intersection of the North line of said surveyed part of private claim no. 2, with the Westerly right-of-way of the (former) C&NW RY Co., said point being ten feet (10) Westerly from the center line of said RY. Co's main track, measured at right angles thereof; thence South 24 Deg. 40'41" West along said right-of-way line 173.57 feet to the Northeast corner of said lot number 1 of J.L. Jorgensen's addition; thence North 58 Deg. 34'54" West along the North line of said lot number 1, 117.10 feet to the Northwest corner of said lot 1, and the Easterly line of South Broadway, the point of beginning, said point also the point of a tangent curve; thence Northerly on a curve whose center lies to the West whose radius is 688.16 feet and along the West line of South Broadway Street in Green Bay, Wisconsin, a distance of 54 feet; thence Easterly 118 feet more or less to a point in the aforesaid Westerly right-of-way line of the C&NW RY. Co 108.67 feet Southerly from the point of commencement; thence South 24 Deg. 40'41" West along said right-of-way line 54 feet; thence Westerly to the point of beginning, the foregoing being a parcel of land bounded on the West by the Easterly line of South Broadway and on the East by the Western right-of-way line of C&NW RY. Co.~~

~~Together with and subject to easements and reservations as set out in 315 Deeds, Page 308 and 678 Brown Co. records, page 218, and further subject to easement to Wisconsin Public Service Corp. and easement to Northern Hydro-Electric Power Co. as recorded in Vol. 114 of Mortgages, page 49 & 50 Brown County records.~~

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.

~~401 S Broadway – Tax Parcel 3-568~~

~~Part of Block One (1), and all of Block Five (5) of Arndt's First Addition, also part of the unsurveyed part of Private Claim 2, West side of Fox River, all in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:~~

~~Beginning at the Northwest Corner of Block 5, Arndt's First Addition;~~

~~thence South 64° 12' 32" East, 211.59 feet along the north lines of Block 5 and Block 1, Arndt's First Addition, also being the southerly right-of-way of Arndt Street, to the westerly right-of-way line of the (former) Chicago and Northwestern Railroad as described in Volume 4 Deeds, page 462, Brown County Records; thence South 24° 51' 53" West 232.73 feet along said right-of-way to the north line of Volume 173, Deeds, page 180, Brown County Records; thence North 63° 56' 38" West, 141.10 feet along said north line to the easterly right-of-way line of Broadway, also being the westerly line of said Block 5; thence North 8° 02' 44" East, 243.64 feet along the easterly right-of-way line and said west line to the point of beginning, subject to easements of record. EXCEPTING therefrom that part of Block One (1) and Block Five (5), Arndt's First Addition as described in Brown County Document Number 1468994 recorded in Jacket 25638 as Image 22, Brown County Records.~~

~~S Broadway – Tax Parcel 3-568-1~~

~~That part of Block 1, Arndt's First Addition, that pat of Lots 1, 2, and 3, Block 5, Arndt's First Addition, and that part of the unsurveyed part of Private Claim 2, West Side of the Fox River, all located in the City of Green Bay, Brown County, Wisconsin described as follows:~~

~~Commencing at the northwest corner of said Block 1, Arndt's First Addition; thence S64°-23'-16"E, 22.44 feet along the north line of said Block 1, also being the southerly right-of-way line of Arndt Street to the point of beginning; thence continuing S64°-23'-16"E, 8.44 feet along said north line of Block 1 to the westerly right-of-way line of the (former) Wisconsin Central Ltd. Railroad as described in Volume 4 of Deeds, Page 462 Brown County Records; thence S24°-41'-10"W 232.73 feet along said westerly right-of-way line to the northerly line of the property described in Volume 173 of Deeds, Page 180 Brown County Records; thence N64°-07'-24"W, 141.10 feet along said northerly line of Volume 173 of Deeds, Page 180 to the easterly right-of-way line of Broadway; thence N07°-52'-01"E, 22.64 feet along said easterly right-of-way line of Broadway; thence N75°-46'-39"E, 6.66 feet; thence along the arc of a 399.26 foot radius curve to the left 248.11 feet, said curve having a chord which bears N57°-58'-29"E, 244.14 feet to the point of beginning.~~

~~419 S Maple – Tax Parcel 2-947~~

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

~~420 S Broadway – Tax Parcel 3-569~~

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

~~402 S Broadway – Tax Parcel 3-572~~

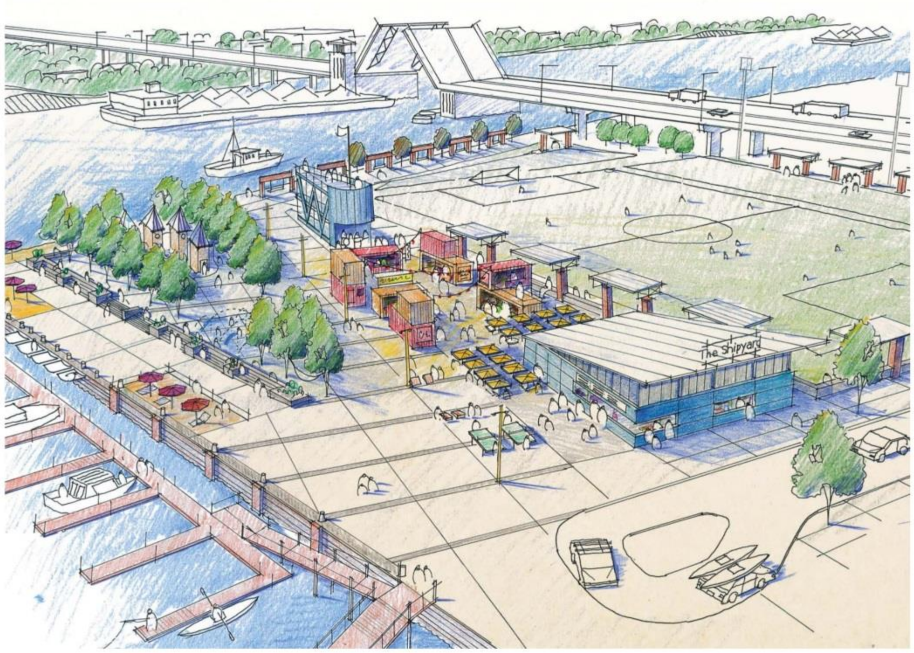
~~ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6~~

EXHIBIT B
Preliminary Concept Plan

Phase 1

The Shipyard
Green Bay Wisconsin
May 7, 2018
CUNINGHAM GROUP

Phase 1



The Shipyard
Green Bay Wisconsin
May 7, 2018
CUNINGHAM GROUP

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.9

Consideration with possible action to accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for $5,000,000.

BACKGROUND

The U.S. National Parks Service and Wisconsin Department of Natural Resources have awarded the City of Green Bay a $5,000,000 grant through the Outdoor Recreation Legacy Partnership program. Grant funds will be used to complete Phase 2 of the Shipyard project, located at 100 W. Mason Street. Specific improvements for Phase 2 includes the construction of a great lawn for recreation and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.

The grant requires a 50% cost-share of total project costs to be funded by non-federal sources. The City's contribution may be fully secured with TID #22 funds authorized by the Shipyard Development Agreement 18-02, Second Amendment. City staff will seek additional non-federal grants that may be applied to the cost-share to limit the City's total contribution.

RECOMMENDATION

Approval to accept an Outdoor Recreation Legacy Partnership Grant through U.S. National Parks Service and Wisconsin Department of Natural Resources for $5,000,000.

FISCAL IMPACT

Acceptance of the grant will reduce the City's costs for Phase 2 Shipyard improvements by $5,000,000. The grant requires a 50% non-federal cost share ($5,000,000) for total project costs ($10,000,000). The City's contribution may be fully secured with TID #22 funds authorized by the Shipyard Development Agreement 18-02, Second Amendment. City staff will seek additional non-federal grants that may be applied to the cost-share to limit the City's total contribution.

ATTACHMENTS

1. Grant Tracking Form-ORLP Shipyard
2. Green Bay Shipyard ORLP contract

GRANT TRACKING FORM

PART #1: Notification of Grant Funds
(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: DCED **DATE:** 3/8/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matt Buchanan/Deputy Development Director

APPROPRIATE COMMITTEE: RDA, and/or Finance and/or Parks

NAME OF GRANT/FUNDING SOURCE: Outdoor Recreation Legacy Partnership (ORLP)/U.S. National Parks Service administered by Wisconsin Dept. of Natural Resources

AMOUNT OF GRANT REQUEST: $5,000,000 **LOCAL MATCH REQUIREMENT:** $5,000,000

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

TIMEFRAME OF GRANT: 10/1/2023 through 10/30/2026

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

PURPOSE OF GRANT (summary): Grant will fund Phase 2 of the multi-phased Shipyard Project. The Shipyard will be a prominent destination within the upper Midwest. Once a center for rail and water transport of raw materials, the now vacated brownfield is being dramatically transformed into a destination of recreation, tourism, business, and housing. Specific improvements for Phase 2 includes the construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.

How does the grant meet City/Department needs? The grant will allow the City to complete Phase 2 of the Shipyard project, which is located on an RDA-owned brownfield site at 100 W. Mason Street. The project provides new public recreational amenities on the Fox River, and will generate millions of dollars in additional private investment through the redevelopment of blighted properties within Tax Increment District (TID) #22.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from the City's Parks Department and DCED will manage the grant project. The City's Parks Planner and Deputy Development Director will serve as the primary contacts. All grant activities will be conducted under the direction of the Development Director and Parks Director. The following staff will have minor supporting roles to assist with grant management: Real Estate Specialist, Finance Director, and the Assistant Finance Director.

DEPARTMENT HEAD SIGNATURE: ______________________

PART #2: Request to Accept Grant Funds
(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: $500,000 **CFDA/STATE ID #:** TBD

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

FC = Finance Committee

GRANT TRACKING FORM

LOCAL MATCH REQUIREMENT: $500,000

Please describe the source of match, if applicable: TID #22 and/or other non-federal grants to be secured

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

Please describe what the grant money will be spent on: Grant funds will be spent on engineering, planning, and construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities. Please see attached contract and budget for more detailed information.

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

FC = Finance Committee

This document drafted by:
State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison WI 53707-7921

OUTDOOR RECREATION AIDS GRANT CONTRACT

Form 8700-065c (8/12)

Notice

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Sponsor/Subrecipient:

City of Green Bay

Project Number:

55-01947

Project Title:

City of Green Bay – Shipyard Development Project Phase 2

Program Name:

Land and Water Conservation Fund Aids

Payment Period: *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*

October 1, 2023 through September 30, 2026

Project Scope:

The City of Green Bay will use funding to aid with Phase 2 of the City of Green Bay's multi-phased Shipyard Project. Specific development for Phase 2 includes the construction of a great lawn for recreating and events, a dog park, urban beach, adventure playground, restroom and locker facility, stormwater infrastructure, interpretive signs, play fountain, fitness court/outdoor gym and park amenities.

Name and Return Address
Mayor Eric Genrich
City of Green Bay
100 N. Jefferson St.
Green Bay, WI 54301

Parcel Identification Number (PIN)

Legal Description (hereinafter referred to as Property):

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and U.S. Department of the Interior under Chapter NR 50 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Land and Water Conservation Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources and U.S. Department of Interior.

Project Financial Assistance Summary

Total Project Cost	$10,000,355
Cost-Share Percentage	Up to 50%
State Aid Amount	$5,000,000
Project Sponsor Share	$5,000,355

The following documents are hereby incorporated
Into and made part of this Contract:

1. **Chapter 23, Wis. Stats.**
2. **Chapter NR 50, Wisconsin Administrative Code**
3. **Grant Application, attachments, and addendums**
4. **Land and Water Conservation Fund Grant Agreement P23AP02267-00/55-01944 (See Attachment A)**

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Land and Water Conservation Fund Aids Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.

2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.

3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

<u>The Project Sponsor:</u>

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable federal, local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.

5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.

6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.

7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.

8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.

9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.

10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.

11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.

12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.

13. Shall display a sign at the property acknowledging funding through the National Park Service, Land and Water Conservation Fund Program and Wisconsin Department of Natural Resources.

14. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.

The federal funds for this project are part of a Land and Water Conservation Fund grant, Federal grant number **P23AP01497-00/55-01947**, CFDA # 15.916, awarded to Department of Natural Resources and administered by the National Park Service. As a subrecipient of these federal funds, the sponsor (UEI#UWD3UAHRHDV6) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The sponsor agrees to have an audit in accordance with Uniform Guidance if they expend $750,000 or more in federal awards during the fiscal year. **See Attachment A for all terms associated with these federal grant funds.**

15. Agrees to conduct self-inspections or support Department staff in completing 5-year inspections as required by the LWCF Program.

The Department:

16. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

17. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.

b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.

c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.

d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.

e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.

f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.

g. Development plans must be submitted to the Department for approval prior to any construction.

h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.

i. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.

j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)

k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)

l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if either or restroom)

City of Green Bay – Shipyard Project
Landowner: City of Green Bay
LWCF Ref #: 55-01947

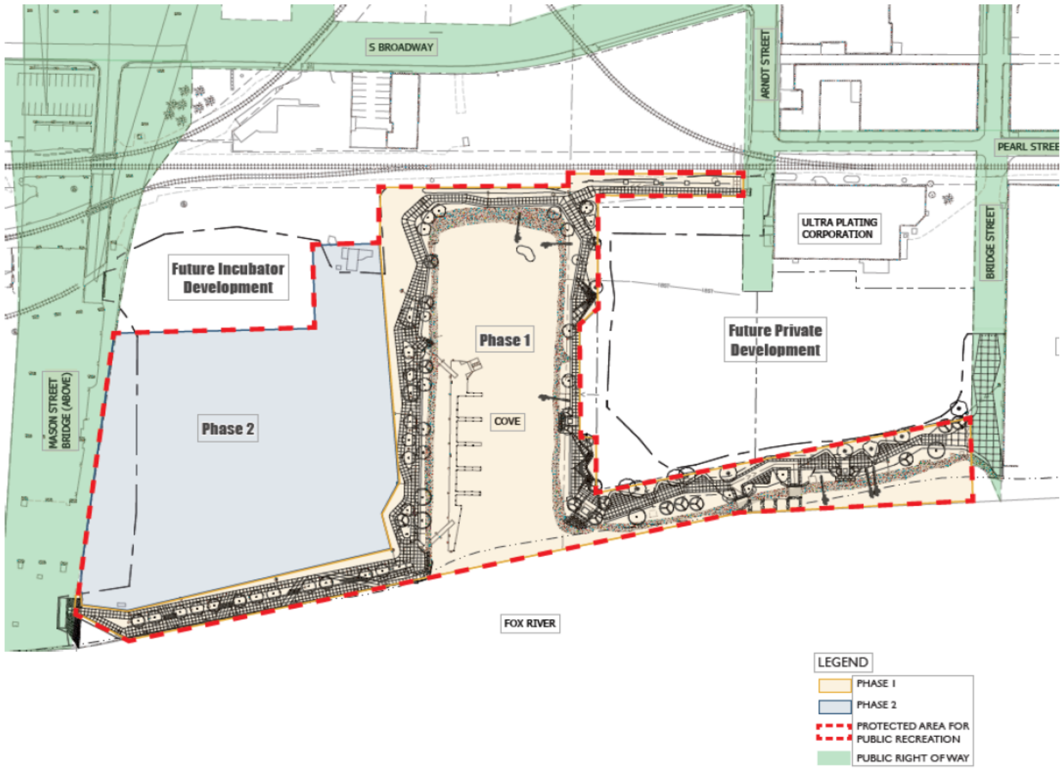
Brown County

Subject Property
Acres: 7.6 Acres

Signature of SLO/ASLO:

DocuSigned by:
Pam Rood

WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Bureau of Facilities & Lands



The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

CITY OF GREEN BAY

Signed this ________ day of _______________, 20_____.

BY____

Signature of Sponsor Representative

____

Typed Name of Sponsor Representative

Personally came before me this _______day of_________________, 20____, the above named _______________________ to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

Signature of Notary Public

____

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My Commission expires_______________________

State of Wisconsin, __________________County

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this ________ day of _______________, 20_____.

BY____

Terry Bay, Director Bureau of Facilities and Lands and
Wisconsin State Liaison Officer to National Park Service

Personally came before me this _______day of__________, 20____, the above named ___________________________

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

____

Signature of Notary Public

____

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin

My commission expires ______________________

State of Wisconsin, ____________ County

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Will Peters

AGENDA ITEM # E.10

Consideration with possible action to authorize the Parks, Recreation, and Forestry Department to purchase an open park shelter for Farlin Park.

BACKGROUND

The Parks, Recreation, and Forestry Department is looking for preapproval to purchase an open shelter for Farlin Park. Installing an open shelter at Farlin Park has already been approved through the Parks Committee and City Council as part of the master plan for the park and the RDA has already approved providing the funding to implement the shelter.

The Parks, Recreation, and Forestry Department will procure the shelter through a cooperative purchase with assistance from the Purchasing Department to find the best shelter to meet their needs at a cost at or below budget.

Due to time sensitivity and in order to be able to purchase and install this equipment to meet the CDBG timelines, staff if asking for authority to purchase this equipment, not to exceed the budgeted amount of $45,000, without subsequent RDA approval.

RECOMMENDATION

To authorize Parks, Recreation, and Forestry Department to purchase an open park shelter for Farlin Park not to exceed $45,000.00.

FISCAL IMPACT

ATTACHMENTS

1. Farlin Park Open Shelter 2024

Parks, Recreation & Forestry Department
100 North Jefferson Street • Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

03/06/24

To: William Peters

From: Kaurie Mihm, PLA

Re: Farlin Park Open Shelter Purchase

CC: Dan Ditscheit, PLA
Cheryl Renier-Wigg

The Parks, Recreation and Forestry Department is looking for preapproval to purchase an open shelter for Farlin Park. Installing an open shelter at Farlin Park has already been approved through Parks Committee and City Council as part of the master plan for the park and the RDA has already approved providing the funding to implement the shelter. We are now looking for approval on the procurement of the structure.

The proposed shelter is planned to have a steel frame, decorative stone bases, standing seam metal roof, wood tongue and groove ceiling, and associated electrical components and utilities to accommodate lighting and outlets. The ideal size of this structure is 24' x 36' but this is not a standard size for all vendors. Therefore, we may adjust the size slightly to avoid paying custom costs.

With your approval we plan to work to procure the shelter through a cooperative purchase with assistance from the Purchasing Department to find the best shelter to meet our needs at the best cost we can find.

Please consider allowing us to award the purchase at a staff level if it fits within our budgeted amount for the project and within the funding that's already been secured for this shelter.

Kaurie Mihm, PLA

Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.11

Consideration with possible action on Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091.

The Authority may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

A Developer, GB Real Estate Investments, LLC, intends to complete a two-phase Project. Phase 1 includes the construction of eight (8) attached single-family homes (townhomes), seven (7) single-family home lots, and public infrastructure to include the extension of Hinkle Street from W. Mason Street to Hobart Drive and the construction of Southwest Vie Court. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C. Phase 2 includes the construction of fourteen (14) additional single-family homes.

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it will:

- 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;
- be located in a place easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks;
- expand our range of real estate products;
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2024, the Property has an aggregate assessed value of one million two hundred eighty thousand and two hundred dollars ($1,280,200) which, based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- Twenty-four thousand seven hundred sixty dollars ($24,760.00) in total gross real estate taxes annually (assessed mill rate of $19.34); and
- Nine thousand nine hundred forty-seven thousand dollars ($9,947.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the

Property to be at least eight million sixty-one thousand five hundred dollars ($8,061,500.00), which is anticipated to yield additional real estate taxes of approximately:

- One hundred fifty-five thousand nine hundred and nine dollars ($155,909.00) in total gross real estate taxes annually (assessed mill rate of $19.34); and
- Sixty-two thousand six hundred thirty-seven dollars ($62,637.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

The Developer requests Tax Increment Financing (TIF) assistance solely for the investment in new public infrastructure required to serve the planned private development. The Developer is committed to an annual shortfall guarantee, should the Tax Increment District (TID) not generate enough funds to cover the City's debt service for public infrastructure investments.

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District ("TID 26" or the "TID"), effective January 1, 2024, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approval of Development Agreement 24-03 with GB Real Estate Investments LLC for the Southwest Woods development at 2405 W. Mason Street (Tax Parcel 6H-1109) and unaddressed Tax Parcels 6H-1109-2, 6H-1109-3, 6H-11089, and 6H-1091, subject to final review and approval by the City Attorney and Community & Economic Development Department.

FISCAL IMPACT

Staff is proposing a TIF incentive that involves up-front investments in public infrastructure. The Department of Public Works provided a preliminary estimate of $1,925,000; however, actual costs will not be known until the project is fully engineered and bid for construction. The City would bond for the up-front public infrastructure costs, which would be repaid over the life of the TID through the increment generated by new private development. Should the City's annual debt service payment exceed funds available from TID increment, the Developer has committed to an annual shortfall guarantee.

No levy dollars will be used for this project.

ATTACHMENTS

1. SW Woods DRAFT Development Agreement 2024-03 20240308

DEVELOPMENT AGREEMENT 24-03

SOUTHWEST WOODS

This Development Agreement is made this _________ day of ____________________________, 2024 by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), And GB REAL ESTATE INVESTMENTS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
6H-1109	2405 W. Mason Street	2.343	$1,052,800
6H-1109-2	0 W. Mason Street	2.397	$11,000
6H-1089	0 Ninth Street	16.577	$125,700
6H-1091	0 Ninth Street	7.055	$82,900
6H-1109-3	0 W. Mason Street	0.900	$7,800

B. The parcels listed above, along with any public property to be vacated, shall be referred to as the "Property." The Property comprises approximately twenty-nine (29) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

C. Developer intends to complete a two phase Project. Phase 1 includes the construction of eight (8) attached single-family homes (townhomes), seven (7) single-family home lots, and public infrastructure to include the extension of Hinkle Street from W. Mason Street to Hobart Drive. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C. Phase 2 includes the construction of fourteen (14) additional single-family homes.

D. As of January 1, 2024, the Property has an aggregate assessed value of one million two hundred eighty thousand and two hundred dollars ($1,280,200) which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. Twenty-four thousand seven hundred sixty dollars ($24,760.00) in total gross real estate taxes annually (assessed mill rate of $19.34); and

2. Nine thousand nine hundred forty-seven thousand dollars ($9,947.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least eight million sixty one thousand five hundred dollars ($8,061,500.00), which is anticipated to yield additional real estate taxes of approximately:

1. One hundred fifty five thousand nine hundred and nine dollars ($155,909.00) in total gross real estate taxes annually (assessed mill rate of $19.34); and

2. Sixty two thousand six hundred thirty seven dollars ($62,637.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.77).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District (the "TID") effective January 1, 2024, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

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

H. A Public Works Development Agreement between the City and Developer ("DPW Agreement") detailing design and construction of the qualified expenditures in Section G above shall be executed by April 30, 2024. The DPW Agreement shall approve Developer to contract engineering services to design all improvements and submit to the City by June 1, 2024, with City approval granted no later than June 30, 2024. Review and City approval date of June 30, 2024 presumes that the design is up to City standards and does not require significant updates or redesign. City bidding and awarding are to occur thereafter to allow construction activities to begin as early as October 1, 2024, with the City responsible for oversight of Construction activities.

I. 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.

J. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination and/or enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential real estate products; builds new structures with high-performance designs, systems, and finishes; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

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

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

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

II. DEFINITIONS; EXHIBITS

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

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

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

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

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one million two hundred eighty thousand and two hundred dollars ($1,280,200)

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

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

G. “Developer” means GB REAL ESTATE INVESTMENTS, LLC or any assignee of the same.

H. “DPW Agreement” means the agreement between Developer and the City detailing design and construction of the qualified expenditures.

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

J. “Guaranteed Minimum” has the meaning set forth in Section III.D.

K. “Payment in Lieu” has the meaning set forth in Section III.D.

L. “Plans and Specifications” means the plans and specifications developed for the Project.

M. “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.

N. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.

O. “Project” means the Project as defined in the Recitals.

P. “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, decorative neighborhood signage, decorative lighting, 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.

Q. “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. natural gas, electrical power, and other public utilities; and
4. any related engineering, grading, erosion control, stormwater management and landscaping; and
5. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.

R. “Qualified Expenditures” means any expenditures of City or Developer for the Project that are eligible for TIF Incentives as defined in Section III.B.2.

S. "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.

T. "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.

U. "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.

V. "TID" means the future Tax Increment District to be created in 2024 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the 'TID'), effective January 1, 2024, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

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

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

III. FINANCIAL ASSISTANCE

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

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

1. Project Grant. The City shall provide up to one million nine hundred twenty-five thousand dollars ($1,925,000.00) , or the actual public improvement costs, of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project.

    a) Up to $100,000 of such Project Grant shall be made available to the developer for engineering costs for public improvements as defined in Article II Section Q. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures. All remaining Project Grant funds shall be dedicated to and utilized by the City for payment of Qualified Expenditures for said public improvement costs.

    b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT D.

c) In order for the City to cover one hundred and ten percent (110%) of anticipated costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:

(I) Four million two hundred eleven thousand five hundred dollars ($4,211,500.00) by January 1, 2027; and

(II) Eight million sixty one thousand five hundred dollars ($8,061,500.00) by January 1, 2029.

2. Qualified Expenditures. Project Grant(s) shall only fund:

a) Public Improvements, if applicable, as defined in Article II Section Q., and environmental remediation, and asbestos abatement as required by State and Federal law;

3. Financing and Annual Shortfall Guarantee.

a) In order for this Project to occur, the City shall provide up to one million nine hundred twenty-five thousand dollars ($1,925,000.00), or the actual public improvement costs, in Tax Increment Financing Incentive as a Project Grant. This TIF incentive and the City's debt service payments shall be repaid through the taxes realized by the property taxes and additional tax increment generated by the Property plus the Annual Shortfall (as defined in Article III Section B.3.c), subject to Developer's guarantee of the Annual Shortfall as set forth in Article III Section B.3.c).

b) Any individual member of the DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Article III Section B.3.c) starting for the taxable year of 2025 (payable in 2026). An Annual Shortfall exists when the City's TIF Increment is less than the City Debt Service on the Project Grant. The City TIF Increment is defined as the property tax generated in any given year less the base value. The City Debt Service is defined as the City's debt service on $1,925,000.00, or the actual cost of public improvements, of TIF incentive provided as a Project Grant over 20 years at the City's borrowing rate. The formula for any Annual Shortfall is as follows:

City TIF Increment
Less : City Debt Service
____
= Annual Shortfall

Developer shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the City's invoice. City may only invoice Developer for the Annual Shortfall without adding any other costs or administrative expenses. If Developer fails to pay for the Annual Shortfall then City may place the amount as a special charge against the Property.

c) City's debt service for TIF incentive shall be amortized over the life of the Tax Increment District (TID), which shall be 20 years.

d) Any individual member of the Developer shall provide a personal guarantee to the City and RDA, subject to their approval, for the any Annual Shortfall realized pursuant to Article III Section B.3.c of this Agreement. Developer's personal guarantee shall expire or be released upon the sooner of retirement of City's debt service on the specific bonds issued for this TIF Incentive or 20 years if there are no outstanding payments on principal and/or interest. If Developer elects to payoff City's debt service prior to the end of the entire financing term, Developer may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the personal guarantee shall be released by the City and RDA.

~~d)~~e)If the annual property taxes on the Property are equal to or exceed the Annual TIF Increment such that there is no Annual Shortfall for three consecutive years, TIF RECIPIENT or DEVELOPER may request a release of TIF RECIPIENT or DEVELOPER'S personal guarantee, which shall be subject to RDA/CITY's discretion, If TIF RECIPIENT or DEVELOPER elects to payoff CITY's debt service prior to the end of the entire financing term, TIF RECIPIENT or DEVELOPER may pay off the entire principal balance and any accrued but unpaid interest, but without future interest, and the personal guarantee shall be released by the CITY /RDA

~~e)~~f) Notwithstanding anything else in this agreement, no assignments shall be made of this TIF guarantee. The personal guarantees provided under this section shall remain with the developer and shall not be subject to any assignments of this development agreement as approved by the RDA and City.

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

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

6. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.

7. Tax Incentive Cap. The maximum TIF Incentive to be paid by the City for Qualified Expenses incurred and paid by Developer shall not exceed a total one million nine hundred twenty-five thousand dollars ($1,925,000.00), or the actual public improvement costs, over the life of the TID.

8. 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.

C. 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.

D. Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein , in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.1.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by Developer as assessed for the Property for that applicable tax year (the "payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and or Property in the amount of the difference between the actual TIF incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the power the Project and or Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum. The covenants contained in this Section shall be deemed to be convents running with the land and shall be binding upon all owners of any portion of the Project and or Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and or Property.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to June 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:

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

B. <u>Construction Documents</u>. Prior to June 1, 2024 for Phase I and October 1, 2025 for Phase 2, 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. <u>Development Budget</u>. Prior to June 1, 2024 for Phase I and October 1, 2025 for Phase 2, 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 Ten Million Dollars ($10,000,000) in "hard" construction costs for the entire Project; and

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

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

   a) Public Art on the Property; or

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

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

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

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

D. <u>RDA Approvals.</u> The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. <u>Compliance with Planning; Zoning; Permits and Use</u>. 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 to a traffic impact analysis regarding the Project.

F. Homebuilder Agreements. Prior to June 1, 2024 for Phase 1 and October 1, 2025 for Phase 2, the Developer shall deliver executed agreements between the Developer and Homebuilders obligating the construction of all planned housing units in a manner that complies with all applicable City codes, ordinances and as approved by the Development Director or their designee.

G. <u>Acquisition of Property</u>. By July 1, 2024, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

H. <u>Termination or Relocation of Easements</u>. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

I. <u>Subdivision Plat</u>. Promptly after the Property has been acquired by Developer, Developer shall cause the Southwest Woods subdivision plat to be recorded with the Brown County Register of Deeds.

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

K. <u>Improvement of Property</u>. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 1, 2024 or on such date as defined in the DPW Agreement. Construction shall be completed no later than December 1, 2027 or on such date as defined in the DPW Agreement. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

L. <u>Reports and Information</u>. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA. Developer shall submit a copy of annual~~, audited~~ financial statements for Developer through ~~termination of this~~

~~Agreement~~the date upon which either the minimum aggregate assessed value is met, or every lot in the Southwest Woods subdivision plat is improved with a completed structure, whichever occurs earlier.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted with one hard copy and one digital copy.

N. Transfer or Sale of Project Property.

1. Notice of Intent to Transfer. Developer hereby informs the City that Developer intends to sell, transfer and convey the lots of the Southwest Woods subdivision plat to a homebuilder(s), and that homebuilder(s) will likewise convey to subsequent buyers upon completion of construction. This Agreement shall be binding against Developer only, and shall not run with the land as transferred to subsequent homeowners. Developer shall provide the City with copies of its agreements with the homebuilder(s) stipulating their requirement(s) to complete construction by particular dates. 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.

O. Right of Way Dedication. Developer shall dedicate Rights of Way to the City for anticipated extension of Hinkle Street and creation of Southwest Vie Court by August 1, 2024, as demonstrated by the proposed plat, herein attached as Exhibit E.

~~O.~~P. Outlot Dedication. Developer shall dedicate necessary Outlots for stormwater management by August 1, 2024, as demonstrated by the proposed plat, herein attached as Exhibit E.

~~P.~~Q. Park Space Dedication. Developer shall dedicate approximately 19.26 acres of future Park Space to the City for anticipated expansion of Beaver Dam Park by August 1, 2024, as demonstrated by the Southwest Woods and City Park Land Map, herein attached as Exhibit F. In the event that the land is not dedicated by January 1, 2026, the Developer shall pay the City $500,000.00 on or before March 1, 2026.

~~Q.~~R. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

~~R.~~S. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with

copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

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

    a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~T.~~U. General Indemnity.

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

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

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

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

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written

consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

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

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

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

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

E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID #26 shall be maintained in good standing with and certified by the Wisconsin Department of Revenue.

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

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

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

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

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

H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

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

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

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

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

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

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

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

   a) Fraud; or

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

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;

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

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

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

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

3. Specific Performance. Sue for specific performance;

4. Sue for Damages. Sue for all damages caused by the Event of Default;

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

6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and

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

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

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

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

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

IX. TERMINATION

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

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

2. The City closes and terminates the TID;

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

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

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

B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-seven (27) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2051.

C. Survival of Certain Provisions. Sections III. B. 2. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X .J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

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

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

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

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

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

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

I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to April 1, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.

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

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

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

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

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

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferys@greenbaywi.gov facsimile: 920-448-3010
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbayi.gov facsimile: 920-448-3426

To the Developer: GB Real Estate Investments, LLC
Attention: Garritt Bader
300 N. Van Buren Street
Green Bay, WI 54301
e-mail: gb@gb-re.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.

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~~ Developer's~~shall be subject to all of the~~ obligations stated herein shall be secured through maintained ownership of other property located within the future TID, currently known as Parcel 6H-1110-8, which may be modified through future development agreements. Owner warrants and represents that there will not be any mortgage or any other lien against ~~the Property~~Parcel 6H-1110-8 at the time this Development Agreement is recorded other than mortgages for the purchase of ~~the Property~~Parcel 6H-1110-8 and to finance costs of constructing ~~the Project~~a future redevelopment of Parcel 6H-1110-8. ~~This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).~~

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

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

S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

T. 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:
GB Real Estate Investments, LLC

By: ______________________________________

____
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2023, the above named __________________________ , a member of GB Real Estate Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and DEVELOPER NAME

THE CITY OF GREEN BAY

By: ______________________________________
Eric Genrich, Mayor

By: ______________________________________
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2024, 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 GB REAL ESTATE INVESTMENTS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ____
Gary J. Delveaux, Chair

Attest: ____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2024 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

EXHIBT B
Legal Descriptions

2405 W. Mason Street, Parcel number 6H-1109: Lot 2, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 102,087 square feet / 2.344 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28′07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area, EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28′07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-3:

EXHIBIT C

Preliminary Concept Plan

EXHIBIT D
Annual Costs of Debt Service

JRB create new TID 1/1/2024 TIF 26

2024 TIF CALCULATION PAYABLE IN 2026

SW Woods - W Mason/Ninth St - GB HMC West Mason LLC

PARCEL NUMBER: 6H-1109, 6H-1109-2, 6H-1089, 6H-1091, 6H-1109-3 $ 1,280,200

PAY AS YOU GO AGREEMENT to cover debt service
PAYMENT DUE WITHIN 30 DAYS AFTER TAXES ARE PAID IN FULL AND RECEIPT SUBMITTED TO CITY
Guarantee property assessment of $5,177,800 by 1/1/2052
TIF INCENTIVE CAP - $1,925,000 over life of TID
C/O OBTAINED: Construction shall be completed by 12/1/2025

**DEVELOPER MUST PROVIDE PROOF OF FULL PAYMENT OF REAL ESTATE TAXES FOR THE PREVIOUS YEAR BEFORE PAYGO IS PAID

YEAR	ASSESSED VALUES	BASE	Assessment increase	Mill rate**	INCREMENT	0% PAYGO DUE		City's Portion	City use Debt service	Shortfall	
2024		1,272,400									
									1.925M	Shortfall	28 acres
2026	4,211,500	(1,272,400)	2,939,100	19.34	56,842.19	56,842.19	PAYABLE IN 2027	-	(121,604)	(64,761)	29 housing units
2027	4,211,500	(1,272,400)	2,939,100	19.34	56,842.19	56,842.19	PAYABLE IN 2028	-	(121,604)	(64,761)	NEW TID 2024 blight - 27 years
2028	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2029	-	(121,604)	9,698	minimum assessment by 1/1/2024 = $5
2029	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2030	-	(121,604)	9,698	Cover 110% of debt service on loan
2030	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2031	-	(121,604)	9,698	
2031	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2032	-	(121,604)	9,698	
2032	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2033	-	(121,604)	9,698	
2033	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2034	-	(121,604)	9,698	
2034	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2035	-	(121,604)	9,698	
2035	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2036	-	(121,604)	9,698	
2036	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2037	-	(121,604)	9,698	
2037	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2038	-	(121,604)	9,698	
2038	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2039	-	(121,604)	9,698	
2039	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2040	-	(121,604)	9,698	
2040	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2041	-	(121,604)	9,698	
2041	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2042	-	(121,604)	9,698	
2042	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2043	-	(121,604)	9,698	
2043	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2044	-	(121,604)	9,698	
2044	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2045	-	(121,604)	9,698	
2045	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2046	-	(121,604)	9,698	
2046	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2047	-	(121,604)	9,698	
2047	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2048	-	(121,604)	9,697.68	
2048	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2049	-	(121,604)	9,698	
2049	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2050	-	(121,604)	9,698	
2050	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2051	-	(121,604)	9,698	
2051	8,061,500	(1,272,400)	6,789,100	19.34	131,301.19	131,301.19	PAYABLE IN 2052	-		131,301	
								-	(3,040,088)	224,825	
		TOTAL AMOUNT OF TIF PAYGO				3,264,913.04	$	-			

EXHIBIT E
PROPOSED PLAT

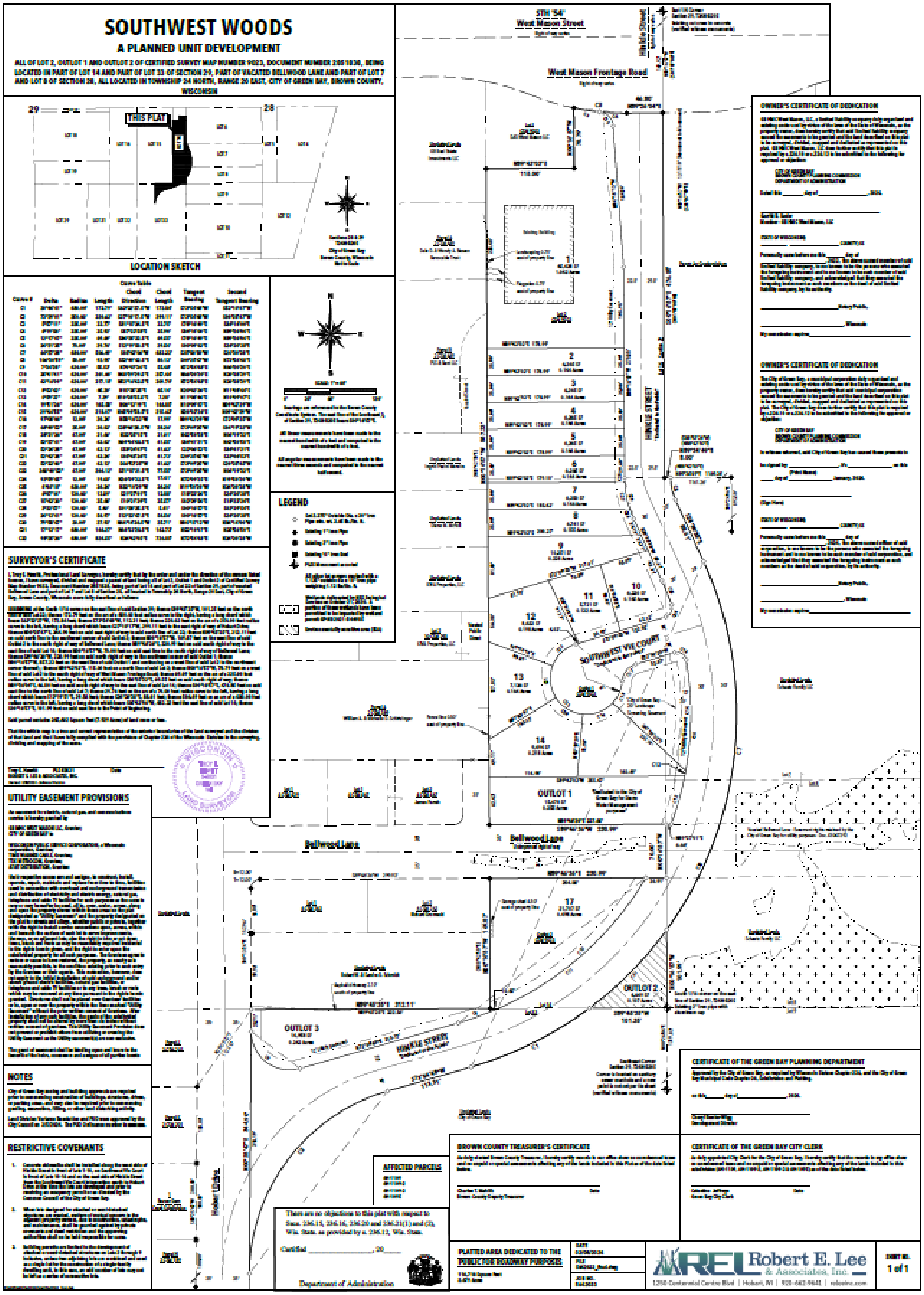
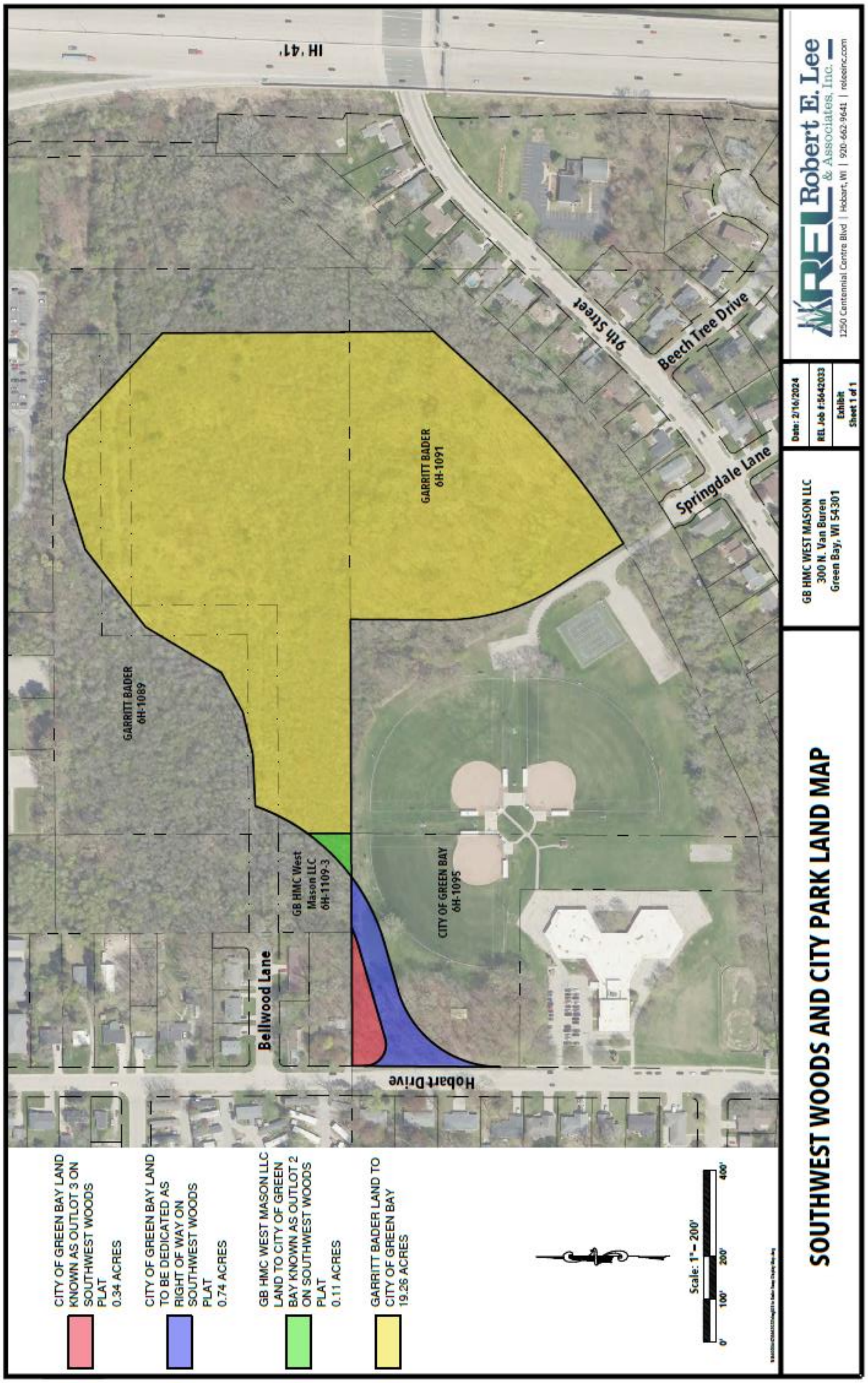


EXHIBIT F
SOUTHWEST WOOD AND CITY PARK LAND MAP



Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2024
2. Check Report

Redevelopment Authority
Financial Report
CDBG
2/29/2024

CDBG Entitlement Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	32,155.00	-	2,155.00	30,000.00	-
Public Services	-	220,323.08	-	-		220,323.08
CDBG Eligible Areas HILP Program	-	449,272.62	-	40,611.00	163,474.19	245,187.43
CDBG Eligible Areas Public Facilieities and Infrastructure	-	271,085.43	-	-	-	271,085.43
CDBG Eligible Areas-Beautificatio/Art	-	80,009.87	-	-	-	80,009.87
Economic Development	-	66,997.05	39,539.02	-	-	106,536.07
Administration	-	169,545.01	-	33,285.79	-	136,259.22
	$ -	**$ 1,289,388.06**	**$ 39,539.02**	**$ 76,051.79**	**$ 193,474.19**	**$ 1,059,401.10**

CARES CDBG-CV Funds	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		455.78	-	-	-	455.78
Rental/Mortgage Assistance Program LMI		115,829.37	-	-	-	115,829.37
	$ -	**$ 116,285.15**	**$ -**	**$ -**	**$ -**	**$ 116,285.15**

Redevelopment Authority
Financial Report
HOME
2/29/2024

	2024 Budget	2023 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	434,704.96	-	34,249.52	186,854.29	213,601.15
CHDO Projects	-	364,500.00	-	-	-	364,500.00
Housing Development Projects	-	1,852,993.73	19,721.70	-	1,161,470.00	711,245.43
Administration	-	157,480.84	2,191.30	2,158.39		157,513.75
HOME-ARP Admin		1,948,216.00	-	-	-	1,948,216.00
	$ -	**$ 4,757,895.53**	**$ 21,913.00**	**$ 36,407.91**	**$ 1,348,324.29**	**$ 3,395,076.33**

City of Green Bay RDA
Check Register
February-24

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21740	02/15/2024	CITY OF GREEN BAY	17,076.72
21741	02/15/2024	NEIGHBORWORKS GREEN BAY	55,021.52
21742	02/28/2024	CITY OF GREEN BAY	5,799.02
21743	02/28/2024	NEIGHBORWORKS GREEN BAY	7,117.50
			85,014.76

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Development Tracking PUBLIC 20240311

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

Phone 920.448.3300
Fax 920.448.3426

City of Green Bay Development Tracker - March 2024

#	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units: Total #	Housing Units: Under 80%	Est. Prop Value
1	Merge @ Shipyard	Merge LLC	239 Arndt Street	Market multi-family rental, retail	CSM underway. PUD approved 2/6/24. Construction starting August 2024.	225	0	$21,000,000
2	City East Apartments	City East Apartments, LLC.	1165 E Walnut	Affordable multi-family rental, United Way office	Construction underway	43	36	$11,627,300
3	Bay City Lofts	Bay City Lofts, LLC.	2510 University Ave	Affordable multi-family rental	Construction underway	48	40	$14,125,500
4	200 N. Monroe	200 N. Monroe PropCo LLC	200 N. Monroe	Market rate multi-family rental, ground floor commercial	DA amendment under review	172	TBD	$22,000,000
5	JBS	City/RDA	0 Lime Kiln Rd	Destination park, mixed housing, urban farm	Development RFP reissued - due late March. Road and utility construction to begin in spring	TBD	TBD	TBD
6	New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	DA to be considered in April	258	0	$35,000,000
7	Former Badger Sheet Metal	TBD	420 S. Broadway/419 S. Maple	Market rate multi-family rental, fire station, retail, green infrastructure corridor	$1M EPA Grant awarded. Ad hoc facilities committee approval received in February for fire station/multi-family mixed-use. RFQ due March 18.	TBD	TBD	TBD
8	The Fort @ Railyard	TWG	419 Donald Driver Way	Affordable multi-family rental, retail	Under construction. Completion anticipated Fall 2024	233	187	$21,000,000
9	Cherry Faith Properties	DuJuan Cherry	436 S. Monroe	Multi-family rental, ground floor commercial	Planning Option extension considered at March RDA	33	26	TBD
10	222 Cherry St LLC	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	Amendment to DA to be considered	71	0	$9,000,000

PRIMARY USE COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Public

City of Green Bay Development Tracker - March 2024

#	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units Total #	Housing Units Under 80%	Est. Prop Value
11	University Ave	Neighborworks Green Bay	Near 1120 University Ave	20-24 Unit Complex	Bidding and Design process. Planning Option extension may be considered at April RDA.	TBD	TBD	TBD
12	4th Street	Neighborworks Green Bay	4th Street and Chestnut	7 unit town house development	Finalizing bidding and design. Planning Option expires 03/30/2024	7	7	TBD
13	Mary and Gallagher	Neighborworks Green Bay	Mary St and Gallagher St	Housing	PO Expired. Neighborworks to meet with DPW on infrastructure needs before proceeding.	TBD	TBD	TBD
14	1035 Vandertbraak	Danna Capital, Horizon	1035 Vanderbraak & Corner Vanderbraak and Clay	52 Unit affordable housing multi story & Stacked Townhomes	Developer preparing development proposal and is seeking financing. PO Expires 5/14/2024	52	TBD	TBD
15	Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Engineering underway for Pulliam impovements	NA	NA	TBD
16	Carnivore	Lanny Viegut	3757 Vital Pl	Industrial - pet food processing	Partial occupancy 12/20/23 . Phase 2 to be complete 3/31/24	NA	NA	$35,000,000
17	Grandview Project #2		3855 Finger Rd	Industrial	Design phase. PO Expires 8/6/24	NA	NA	TBD
18	Shipyard Phase I	City/RDA	100 W. Mason, 239 Arndt	Riverfront promenade, pier, docks, kayak launch, habitat, site utilities	Under construction. Completion anticipated July 2024. Phase 2 grant and Shipyard DA amendment to be considered in March	NA	NA	NA
19	Parking Lot F Redevelopment	On Broadway, Inc	300 block North Broadway	Parking ramp, likely with multi-family housing	Planning option to expire 5/1/24.	TBD	TBD	TBD
20	Schauer & Schumacher	33 Investments LLC	227 E Walnut, 101 & 109 N Adams St	Event venue, speakeasy and boutique hotel	Developer finalizing financing. Planning option expires 3/13/24	NA	NA	TBD
21	Green Bay Plaza	ICAP Development	1555 W. Mason	Commercial	RDA to consider Development Agreement in March for public infrastructure (water) investments to support creation of new commercial developments	NA	NA	$4,000,000.00
22	Southwest Woods	GB Real Estate Investments	Hinkle south of Mason	Single-family houses and townhomes with road extension	Development Agreement to be considered by RDA in March. TIF requested for public infrastructure.	29	0	$8,000,000

PRIMARY USE COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Public

City of Green Bay Development Tracker - March 2024

#	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units: Total #	Housing Units: Under 80%	Est. Prop Value
23	Veterans Village	Veterans First	2890 Anthony Drive	Cottage Court development for veterans	PUD application submitted - item held	21	21	TBD
24	1915 Harold St.	LeMense	1915 Harold St	Single family, owner occupied home	DA approved, expires 12/31/2024	1	0	$198,300
25	445 S Baird St	Deals, Development, Partnership Capital	445 S Baird St	Single family, owner occupied home	Completion anticipated Fall 2024	1	0	$243,000
26	929 N Broadway	Neighborworks Green Bay	929 N Broadway	Single family, owner occupied home	PO Expires 03/12/2024	1	1	TBD
27	1162 & 1164 Day St	Neighborworks Green Bay	1162 & 1164 Day St	Single family, owner occupied home on each lot	DA Expires 12/31/2024	2	1	$500,000
28	1008 Smith St.	Habitat for Humanity	1008 Smith Street	Affordable single-family	DA expires 12/31/2024	1	1	$240,000
29	1132 Harvey St.	Habitat for Humanity	1132 Harvey Street	Affordable single-family	DA expires 12/31/2024	1	1	$250,000
30	1151 Reber St.	Habitat for Humanity	1151 Reber Street	Affordable single-family	DA expires 12/31/2024	1	1	$250,000
31	Habitat Homestead	Habitat for Humanity	0 Richmond Street	Affordable single-family owner occupied detached homes and townhomes	Predevelopment, road install start and groundbreaking in fall	14		$2,925,000

PRIMARY USE COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Public

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
March 12, 2024	Cheryl Renier-Wigg, Staff

AGENDA ITEM # F.4

Update on project at 200 N. Monroe Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None