



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

**TUESDAY, SEPTEMBER 3, 2024, 1:30 PM**  
**City Hall, Room 604 - The Harry Maier Room.**  
**Virtual attendance is also available via Zoom.**

## **A. Zoom Meeting Information.**

### **I. 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.**

- I. Members:** Chair Gary Delveaux, Vice-Chair Matt Schueller, Deby Dehn, Ald. Kathy Hinkfuss, Stephen Srubas, and Melanie Parma.  
**Liaisons:** Jeff Mirkes, Leah Weycker, and Brooke Hafs.

## **C. Approval of the Agenda.**

- I. Approval of the agenda for the Tuesday, September 3, 2024, meeting of the Redevelopment Authority.**

## **D. Approval of Minutes.**

- I. Approval of the minutes from the August 13, 2024 meeting.**

## **E. Public Hearings.**

- I. Public Hearing regarding the proposed creation of Tax Incremental District Twenty-Nine (TID #29) and adoption of the Project Plan.**

## **F. Regular Business.**

1. Consideration with possible action to adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).
2. Consideration with possible action on Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

*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.*

3. Consideration with possible action to call due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CityDeck Commons Residences LLC as Developer pursuant to the City Deck Commons Development Agreement.

*The Authority may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.*

4. Consideration with possible action to approve a six (6) month planning option to Mike Budzis for the development of two (2) industrial buildings on the sites located at 1209 S Maple Street and 1200 S Broadway.
5. Consideration with possible action on HOME Housing Development funding requests from Greater Green Bay Habitat for Humanity to build seven (7) affordable single-family homes in Green Bay.
6. Consideration with possible action on an ARPA-Large Scale Affordable Housing Loan in the amount of \$500,000.00 (five hundred thousand dollars) to The Fort, LP for The Fort at the Railway.
7. Consideration with possible action on a substantial amendment to the 2023 Annual Action Plan to reallocate \$85,000.00 of Economic Development Revolving Loan Program Income to Housing Acquisition and Demolition.
8. Consideration with possible action on approving the purchase of steel train tracks for Bay Beach Amusement Park using Community Development Block Grant funds to the low qualified vendor not to exceed \$75,000.00.

## **G. Informational.**

1. Report on Tax Increment Financing Status and Debt Update.
2. Financial report and check register.
3. Director's report and project updates.
4. Date of next meeting: October 8, 2024



## H. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT [www.greenbaywi.gov](http://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**

September 3, 2024

**PREPARED BY**

Rebecca Finco, Staff

**AGENDA ITEM # E.1**

Public Hearing regarding the proposed creation of Tax Incremental District Twenty-Nine (TID #29) and adoption of the Project Plan.

**BACKGROUND**

Pursuant to Wis. Stats. §66.1105, the purpose of this Public Hearing is to provide an opportunity for citizens to express their opinion on the creation of Tax Incremental District Twenty-Nine (TID #29), and adoption of the Project Plan.

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

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

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

None



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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Rebecca Finco, Staff

**AGENDA ITEM # F.I**

Consideration with possible action to adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).

**BACKGROUND**

In accordance with the Comprehensive Plan, the City of Green Bay ("City") and Redevelopment Authority of the City of Green Bay ("RDA") seek to create a more safe, productive, accessible, and innovative community in order to generate economic activity and tax base. City staff has concluded that the property located at 211 North Broadway is not attaining its highest and best land use based on the Comprehensive Plan. But for the creation of a Tax Increment District ("TID"), the future land uses identified in the Comprehensive Plan would not occur in the manner desired by the City and RDA. Therefore, the attached draft Project Plan and resolution establishing TID 29 is presented for RDA's consideration.

**RECOMMENDATION**

Approval to adopt a Resolution Establishing the Boundaries of and Approving the Project Plan for Tax Incremental District Twenty-Nine (TID #29).

**FISCAL IMPACT**

The parcel proposed to be located in TID 29 currently has a base property value of \$2,470,600. The City estimates that upon closure in 2050, TID 29 will have a new property value of \$7,000,000, for an incremental property value of \$4,529,400.

**ATTACHMENTS**

1. DRAFT TID 29 Project Plan 08.08.24
2. RDA Resolution TID 29

September 3, 2024

## PROJECT PLAN

# City of Green Bay, Wisconsin

Tax Incremental District No. 29

Green Bay Public Market



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| Organizational Joint Review Board Meeting Held: | Scheduled for Sep. 3, 2024  |
| Public Hearing Held:                            | Scheduled for Sep. 3, 2024  |
| Approval by Redevelopment Authority:            | Scheduled for Sep. 3, 2024  |
| Adoption by Common Council:                     | Scheduled for Sep. 17, 2024 |
| Approval by the Joint Review Board:             | TBD                         |

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## **SECTION 1:**

### **Executive Summary**

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#### **DESCRIPTION OF DISTRICT**

Tax Incremental District (“TID”) No. 29 (“District”) is a proposed In Need of Rehabilitation or Conservation District that will consist of a single 0.65-acre tax parcel located at 211 North Broadway, the Old Fort Square office building, which is being redeveloped as the Green Bay Public Market by On Broadway, Inc, the market’s nonprofit developer and operator (“Developer”). The District will be created to pay the costs of development incentives needed to support redevelopment of the site (“Project”). In addition to the incremental property value that will be created, the City expects the Project will result in one million visits each year and generate \$65 million of economic impact, primarily through increased visitor spending and extend stays.

#### **AUTHORITY**

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

#### **ESTIMATED TOTAL PROJECT COST EXPENDITURES**

The City anticipates making total expenditures of approximately \$4.27 million (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$3.3 million in development incentives, of which \$1 million would be provided to the Developer up front, with the balance paid annually from the tax increment generated by the Project on a pay as you go basis. Incentives noted in this Plan, to include final amounts, terms and conditions, are preliminary, subject to approval by the City of a development agreement. Other costs include an estimated \$747,000 in interest expense on the up-front portion of the incentive which the City would need to finance, and \$226,000 in costs related to creation and administration of the District over its life. The Developer will be required to pay the City’s debt service payments for the up-front portion of the development incentive, to include associated interest expense. Total Project Costs, net of these payments, are expected to be \$2.53 million.

#### **INCREMENTAL VALUATION**

The City projects that new land and improvements value of approximately \$4.8 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table of assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

## EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will need to remain open for its entire 27-year life to recover all Project Costs.

## SUMMARY OF FINDINGS

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

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered the Project’s sources and uses which include a gap even after provision of the development incentives included in this Plan. Those incentives, along with other public entity contributions, private market support and New Market Tax Credits will fund approximately 75% of the total redevelopment project cost. Based on current available funding, and the nature of the Project, which is being undertaken by a non-profit entity, the City has determined that the Project cannot continue without the provision of development incentives.
2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered that the Project is expected to result in one million visits each year and generate \$65 million of economic impact, primarily through increased visitor spending and extend stays.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a).

5. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
6. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The City estimates that 100% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. That there are no parcels to be included within the District that were annexed by the City within the preceding three-year period.
11. The Plan for the District is feasible and is in conformity with the Master Plan of the City.



## **SECTION 2:**

### **Preliminary Maps of Proposed District Boundary**

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Maps Start on Following Page.



**TID 29**

*This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development E.R. 29 Jul 2024 X:\Planning\Work Order Requests\2024\24.10 TID\TID 29\TID29 Boundary.mxd*

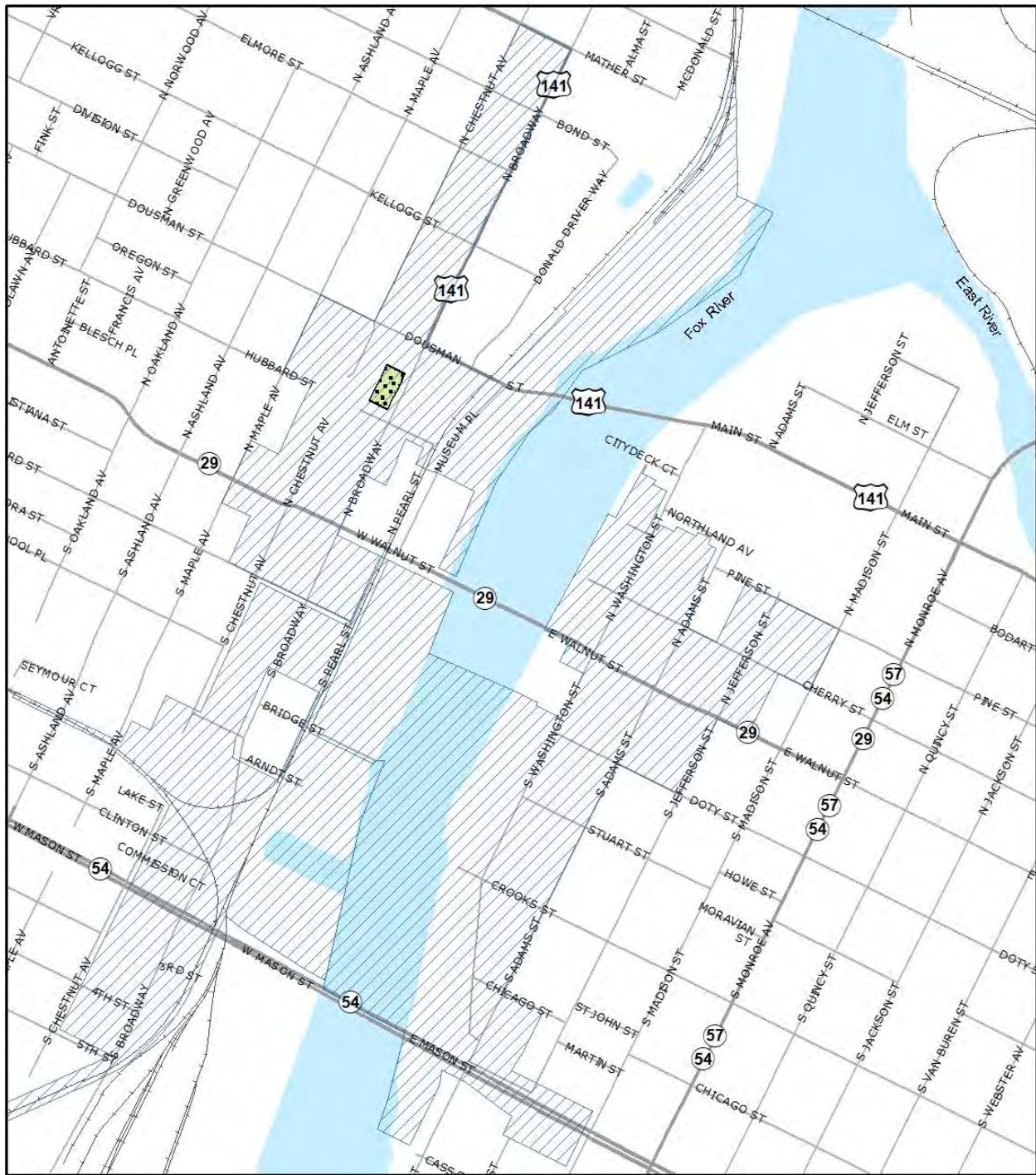
0 12.5 25 50 Feet



TID Boundary

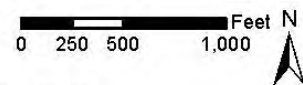


TID Parcel



## TID 29

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- TID 29 Parcel
- TID 5
- TID Overlap

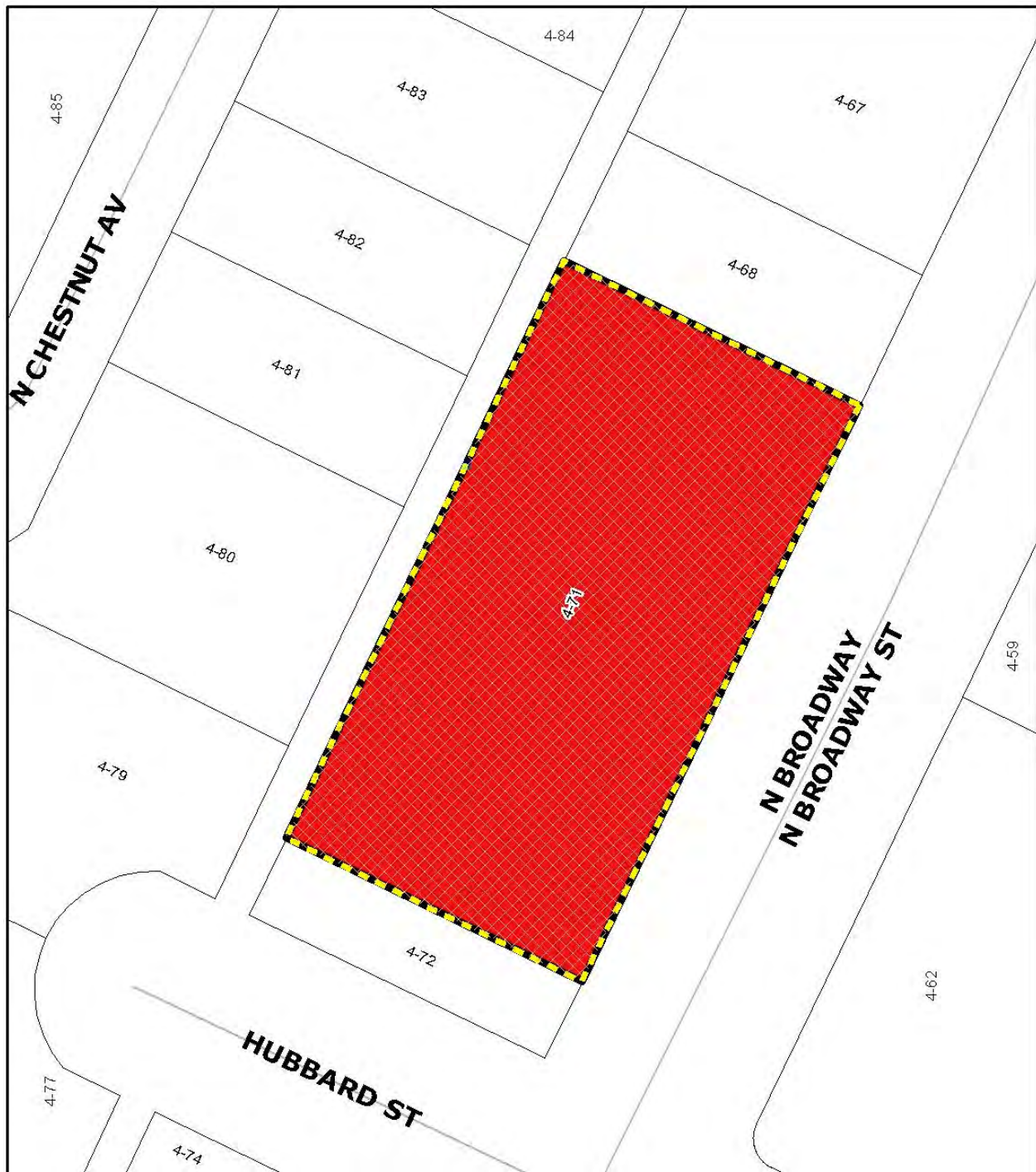
## **SECTION 3:**

### **Maps Showing Existing Uses and Conditions**

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Maps Begin on Following Page.





**TID 29**

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0 12.5 25 50 Feet



Rehabilitation Needed



TID Boundary



Existing Commercial



**TID 29**

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0 12.5 25 50 Feet



TID Boundary



TID Parcel



Parcel for Rehabilitation

## SECTION 4:

### Preliminary Parcel List and Analysis

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The District will consist of a single tax parcel:

|                                                 |                    |
|-------------------------------------------------|--------------------|
| Parcel No.                                      | 4-71               |
| Address                                         | 211 North Broadway |
| Owner                                           | On Broadway, Inc.  |
| Acres                                           | 0.65               |
| Acres In Need of Rehabilitation or Conservation | 0.65 (100%)        |
| Existing TID                                    | TID No. 5          |

“Rehabilitation or conservation work” will be undertaken on the site, to include rehabilitation and renovation of the building located on the parcel. Originally constructed in 1981 as commercial office space, this renovation for use as a public market reflects “carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements.” The entirety of the District is therefore in need of rehabilitation or conservation.

The District’s estimated base value is identified on the table below.

|                                    |              |              |
|------------------------------------|--------------|--------------|
| Assessed Value (January 1, 2023)   | Land         | \$ 258,800   |
|                                    | Improvements | \$ 1,936,800 |
|                                    | Total        | \$ 2,195,600 |
| Assessment Ratio (January 1, 2023) |              | 88.87%       |
| Estimated Equalized Base Value     |              | \$ 2,470,600 |

## SECTION 5:

### Equalized Value Test

---

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City. Since the parcel that will be the District is in Tax Incremental District No. 5, for purposes of this test the base value is zero since that value is reflected within the total of existing incremental value.

The equalized value of the increment of existing tax incremental districts within the City totals \$771,458,500. This value is less than the maximum of \$1,300,081,188 in equalized value that is permitted for the City.

### City of Green Bay, Wisconsin

#### Tax Increment District No. 29

#### Valuation Test Compliance Calculation

##### Calculation of City Equalized Value Limit

|                                            |    |                |
|--------------------------------------------|----|----------------|
| City TID IN Equalized Value (Jan. 1, 2024) | \$ | 10,834,009,900 |
| TID Valuation Limit @ 12% of Above Value   | \$ | 1,300,081,188  |

##### Calculation of Value Subject to Limit

|                                                              |           |                    |
|--------------------------------------------------------------|-----------|--------------------|
| Estimated Base Value of Territory to be Included in District | \$        | 2,470,600          |
| Incremental Value of Existing Districts (Jan. 1, 2024)       | \$        | 771,458,500        |
| Less: Value of Underlying TID Parcels                        | \$        | (2,470,600)        |
| <b>Total Value Subject to 12% Valuation Limit</b>            | <b>\$</b> | <b>771,458,500</b> |
| <b>Total Percentage of TID IN Equalized Value</b>            |           | <b>7.12%</b>       |
| <b>Residual Value Capacity of TID IN Equalized Value</b>     | <b>\$</b> | <b>528,622,688</b> |



## **SECTION 6:**

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

---

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

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

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

#### **Community Development**

##### **Cash Grants (Development Incentives)**

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

## **Miscellaneous**

### **Professional Service and Organizational Costs**

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

### **Administrative Costs**

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

### **Financing Costs**

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

## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses**

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Map Found on Following Page.



## TID 29

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0 12.5 25 50 Feet



Proposed Public Market



TID Boundary



TID 29 Parcel

## SECTION 8:

### Detailed List of Estimated Project Costs

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

## City of Green Bay, Wisconsin

### Tax Increment District No. 29

#### Detailed List of Estimated Project Costs

| <u>Project ID</u>     | <u>Project Name/Type</u>                      | <u>Totals</u>           | <u>Est. Timing</u> |
|-----------------------|-----------------------------------------------|-------------------------|--------------------|
| 1                     | Development Incentives - Upfront <sup>1</sup> | <b>1,000,000</b>        | 2024               |
| 2                     | Development Incentives - Pay as You Go        | <b>2,302,674</b>        | 2026 -2052         |
| 3                     | Interest on Long Term Debt <sup>1</sup>       | <b>746,891</b>          | 2026 - 2044        |
| 4                     | Ongoing Planning & Administrative Costs       | <b>226,094</b>          | 2024 - 2052        |
| <b>Total Projects</b> |                                               | <b><u>4,275,659</u></b> |                    |

**Notes:**

<sup>1</sup>The Developer will be required to pay the City's debt service payment for the upfront portion of the development incentive to include associated interest expense.

## **SECTION 9:**

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

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

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$4.5 million in incremental value by January 1, 2026. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$18.70 per thousand of equalized value, and assumed annual economic appreciation of 1%, the Project would generate \$2.52 million in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

# City of Green Bay, Wisconsin

## Tax Increment District No. 29

### Development Assumptions

| Construction<br>Year | Actual   | Public Market <sup>1</sup> | Annual Total     | Construction<br>Year |
|----------------------|----------|----------------------------|------------------|----------------------|
| 1 2024               |          | 1,132,350                  | <b>1,132,350</b> | 2024 1               |
| 2 2025               |          | 3,397,050                  | <b>3,397,050</b> | 2025 2               |
| 3 2026               |          |                            | 0                | 2026 3               |
| 4 2027               |          |                            | 0                | 2027 4               |
| 5 2028               |          |                            | 0                | 2028 5               |
| 6 2029               |          |                            | 0                | 2029 6               |
| 7 2030               |          |                            | 0                | 2030 7               |
| 8 2031               |          |                            | 0                | 2031 8               |
| 9 2032               |          |                            | 0                | 2032 9               |
| 10 2033              |          |                            | 0                | 2033 10              |
| 11 2034              |          |                            | 0                | 2034 11              |
| 12 2035              |          |                            | 0                | 2035 12              |
| 13 2036              |          |                            | 0                | 2036 13              |
| 14 2037              |          |                            | 0                | 2037 14              |
| 15 2038              |          |                            | 0                | 2038 15              |
| 16 2039              |          |                            | 0                | 2039 16              |
| 17 2040              |          |                            | 0                | 2040 17              |
| 18 2041              |          |                            | 0                | 2041 18              |
| 19 2042              |          |                            | 0                | 2042 19              |
| 20 2043              |          |                            | 0                | 2043 20              |
| 21 2044              |          |                            | 0                | 2044 21              |
| 22 2045              |          |                            | 0                | 2045 22              |
| 23 2046              |          |                            | 0                | 2046 23              |
| 24 2047              |          |                            | 0                | 2047 24              |
| 25 2048              |          |                            | 0                | 2048 25              |
| 26 2049              |          |                            | 0                | 2049 26              |
| 27 2050              |          |                            | 0                | 2050 27              |
| <b>Totals</b>        | <b>0</b> | <b>4,529,400</b>           | <b>4,529,400</b> |                      |

**Notes:**

<sup>1</sup>Incremental value estimate per City Assessor letter dated January 24, 2024.

**Table 1 – Development Assumptions**



# City of Green Bay, Wisconsin

## Tax Increment District No. 29

### Tax Increment Projection Worksheet

|                                |                    |                        |           |
|--------------------------------|--------------------|------------------------|-----------|
| Type of District               | Rehabilitation     | Base Value             | 2,470,600 |
| District Creation Date         | September 17, 2024 | Economic Change Factor | 1.00%     |
| Valuation Date                 | Jan 1, 2024        | Apply to Base Value    |           |
| Max Life (Years)               | 27                 | Base Tax Rate          | \$18.70   |
| Expenditure Period/Termination | 22 9/17/2046       | Rate Adjustment Factor | 0.00%     |
| Revenue Periods/Final Year     | 27 2052            |                        |           |
| Extension Eligibility/Years    | Yes 3              |                        |           |
| Eligible Recipient District    | Yes                |                        |           |

|               | Construction Year | Value Added      | Valuation Year | Economic Change  | Total Increment | Revenue Year                     | Tax Rate <sup>1</sup> | Tax Increment    |
|---------------|-------------------|------------------|----------------|------------------|-----------------|----------------------------------|-----------------------|------------------|
| 1             | 2024              | 1,132,350        | 2025           | 0                | 1,132,350       | 2026                             | \$18.70               | 21,179           |
| 2             | 2025              | 3,397,050        | 2026           | 11,324           | 4,540,724       | 2027                             | \$18.70               | 84,929           |
| 3             | 2026              | 0                | 2027           | 45,407           | 4,586,131       | 2028                             | \$18.70               | 85,779           |
| 4             | 2027              | 0                | 2028           | 45,861           | 4,631,992       | 2029                             | \$18.70               | 86,636           |
| 5             | 2028              | 0                | 2029           | 46,320           | 4,678,312       | 2030                             | \$18.70               | 87,503           |
| 6             | 2029              | 0                | 2030           | 46,783           | 4,725,095       | 2031                             | \$18.70               | 88,378           |
| 7             | 2030              | 0                | 2031           | 47,251           | 4,772,346       | 2032                             | \$18.70               | 89,261           |
| 8             | 2031              | 0                | 2032           | 47,723           | 4,820,069       | 2033                             | \$18.70               | 90,154           |
| 9             | 2032              | 0                | 2033           | 48,201           | 4,868,270       | 2034                             | \$18.70               | 91,056           |
| 10            | 2033              | 0                | 2034           | 48,683           | 4,916,953       | 2035                             | \$18.70               | 91,966           |
| 11            | 2034              | 0                | 2035           | 49,170           | 4,966,122       | 2036                             | \$18.70               | 92,886           |
| 12            | 2035              | 0                | 2036           | 49,661           | 5,015,784       | 2037                             | \$18.70               | 93,815           |
| 13            | 2036              | 0                | 2037           | 50,158           | 5,065,941       | 2038                             | \$18.70               | 94,753           |
| 14            | 2037              | 0                | 2038           | 50,659           | 5,116,601       | 2039                             | \$18.70               | 95,700           |
| 15            | 2038              | 0                | 2039           | 51,166           | 5,167,767       | 2040                             | \$18.70               | 96,657           |
| 16            | 2039              | 0                | 2040           | 51,678           | 5,219,445       | 2041                             | \$18.70               | 97,624           |
| 17            | 2040              | 0                | 2041           | 52,194           | 5,271,639       | 2042                             | \$18.70               | 98,600           |
| 18            | 2041              | 0                | 2042           | 52,716           | 5,324,355       | 2043                             | \$18.70               | 99,586           |
| 19            | 2042              | 0                | 2043           | 53,244           | 5,377,599       | 2044                             | \$18.70               | 100,582          |
| 20            | 2043              | 0                | 2044           | 53,776           | 5,431,375       | 2045                             | \$18.70               | 101,588          |
| 21            | 2044              | 0                | 2045           | 54,314           | 5,485,689       | 2046                             | \$18.70               | 102,604          |
| 22            | 2045              | 0                | 2046           | 54,857           | 5,540,546       | 2047                             | \$18.70               | 103,630          |
| 23            | 2046              | 0                | 2047           | 55,405           | 5,595,951       | 2048                             | \$18.70               | 104,666          |
| 24            | 2047              | 0                | 2048           | 55,960           | 5,651,911       | 2049                             | \$18.70               | 105,713          |
| 25            | 2048              | 0                | 2049           | 56,519           | 5,708,430       | 2050                             | \$18.70               | 106,770          |
| 26            | 2049              | 0                | 2050           | 57,084           | 5,765,514       | 2051                             | \$18.70               | 107,838          |
| 27            | 2050              | 0                | 2051           | 57,655           | 5,823,169       | 2052                             | \$18.70               | 108,916          |
| <b>Totals</b> |                   | <b>4,529,400</b> |                | <b>1,293,769</b> |                 | <b>Future Value of Increment</b> |                       | <b>2,528,769</b> |

**Notes:**

<sup>1</sup>Tax rate shown is actual 2023/2024 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

**Table 2 – Tax Increment Projection Worksheet**

## **Financing and Implementation**

The District's principal cost is payment of development incentives to assist the Project. The Developer has requested \$1 million in up front incentives, which if approved by the City, would expected to be financed with proceeds from a State Trust Fund Loan. The anticipated development agreement will require the Developer to make payments to the City on an annual basis equal to the principal and interest due on the City's loan.

The Developer has also requested additional "pay as you go" incentive payments on an annual basis from the tax increment generated by the Project. If approved by the City, payments will be equal to the total tax increment collected less any City direct costs related to the creation and ongoing administration of the District. The City will also use tax increment to make its loan payments if the Developer fails to make timely payment to the City of amounts due. Incentive payments will be subject to annual appropriation and are limited strictly to the tax increment generated by the Project, subject to the terms and conditions of the development agreement that will be entered into.

Based on the Project Cost expenditures as included within the cash flow exhibit (**Table 3**), the District is expected to require use of its entire 27-year maximum life to pay all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

# City of Green Bay, Wisconsin

## Tax Increment District No. 29

### Cash Flow Projection

| Year   | Projected Revenues |                                             |                        |                   | Projected Expenditures                                       |                        |          |                        |           |                                         |                       |           | Balances   |                            |           | Year   |
|--------|--------------------|---------------------------------------------|------------------------|-------------------|--------------------------------------------------------------|------------------------|----------|------------------------|-----------|-----------------------------------------|-----------------------|-----------|------------|----------------------------|-----------|--------|
|        | Tax<br>Increments  | Developer<br>Loan<br>Repayment <sup>1</sup> | Proceeds of LT<br>Debt | Total<br>Revenues | State Trust Fund Loan<br>\$1,000,000<br>Dated Date: 10/01/24 |                        |          | Development Incentives |           | Ongoing<br>Planning &<br>Administration | Total<br>Expenditures | Annual    | Cumulative | Liabilities<br>Outstanding |           |        |
|        |                    |                                             |                        |                   | Prin (3/15)                                                  | Est. Rate <sup>2</sup> | Interest | Total                  | PAYGO     |                                         |                       |           |            |                            | Upfront   |        |
| 2024   |                    |                                             |                        | 0                 |                                                              |                        |          | 0                      |           |                                         | 5,000                 | 5,000     | (5,000)    | (5,000)                    | 1,000,000 | 2024   |
| 2025   |                    |                                             | 1,000,000              | 1,000,000         |                                                              |                        |          | 0                      |           | 1,000,000                               | 5,150                 | 1,005,150 | (5,150)    | (10,150)                   | 3,302,674 | 2025   |
| 2026   | 21,179             | 91,942                                      |                        | 113,121           | 4,818                                                        | 6.000%                 | 87,123   | 91,942                 | 5,725     |                                         | 5,305                 | 102,971   | 10,150     | 0                          | 3,292,131 | 2026   |
| 2027   | 84,929             | 91,942                                      |                        | 176,871           | 32,231                                                       | 6.000%                 | 59,711   | 91,942                 | 79,466    |                                         | 5,464                 | 176,871   | 0          | 0                          | 3,180,435 | 2027   |
| 2028   | 85,779             | 91,942                                      |                        | 177,720           | 34,006                                                       | 6.000%                 | 57,935   | 91,942                 | 80,151    |                                         | 5,628                 | 177,720   | 0          | 0                          | 3,066,278 | 2028   |
| 2029   | 86,636             | 91,942                                      |                        | 178,578           | 36,205                                                       | 6.000%                 | 55,737   | 91,942                 | 80,840    |                                         | 5,796                 | 178,578   | 0          | 0                          | 2,949,233 | 2029   |
| 2030   | 87,503             | 91,942                                      |                        | 179,444           | 38,377                                                       | 6.000%                 | 53,564   | 91,942                 | 81,532    |                                         | 5,970                 | 179,444   | 0          | 0                          | 2,829,323 | 2030   |
| 2031   | 88,378             | 91,942                                      |                        | 180,319           | 40,680                                                       | 6.000%                 | 51,262   | 91,942                 | 82,228    |                                         | 6,149                 | 180,319   | 0          | 0                          | 2,706,415 | 2031   |
| 2032   | 89,261             | 91,942                                      |                        | 181,203           | 42,987                                                       | 6.000%                 | 48,955   | 91,942                 | 82,928    |                                         | 6,334                 | 181,203   | 0          | 0                          | 2,580,500 | 2032   |
| 2033   | 90,154             | 91,942                                      |                        | 182,096           | 45,700                                                       | 6.000%                 | 46,242   | 91,942                 | 83,630    |                                         | 6,524                 | 182,096   | 0          | 0                          | 2,451,170 | 2033   |
| 2034   | 91,056             | 91,942                                      |                        | 182,997           | 48,442                                                       | 6.000%                 | 43,500   | 91,942                 | 84,336    |                                         | 6,720                 | 182,997   | 0          | 0                          | 2,318,392 | 2034   |
| 2035   | 91,966             | 91,942                                      |                        | 183,908           | 51,348                                                       | 6.000%                 | 40,593   | 91,942                 | 85,045    |                                         | 6,921                 | 183,908   | 0          | 0                          | 2,181,999 | 2035   |
| 2036   | 92,886             | 91,942                                      |                        | 184,827           | 54,327                                                       | 6.000%                 | 37,615   | 91,942                 | 85,757    |                                         | 7,129                 | 184,827   | 0          | 0                          | 2,041,915 | 2036   |
| 2037   | 93,815             | 91,942                                      |                        | 185,756           | 57,689                                                       | 6.000%                 | 34,253   | 91,942                 | 86,472    |                                         | 7,343                 | 185,756   | 0          | 0                          | 1,897,754 | 2037   |
| 2038   | 94,753             | 91,942                                      |                        | 186,694           | 61,150                                                       | 6.000%                 | 30,791   | 91,942                 | 87,190    |                                         | 7,563                 | 186,694   | 0          | 0                          | 1,749,414 | 2038   |
| 2039   | 95,700             | 91,942                                      |                        | 187,642           | 64,819                                                       | 6.000%                 | 27,122   | 91,942                 | 87,911    |                                         | 7,790                 | 187,642   | 0          | 0                          | 1,596,685 | 2039   |
| 2040   | 96,657             | 91,942                                      |                        | 188,599           | 68,645                                                       | 6.000%                 | 23,297   | 91,942                 | 88,634    |                                         | 8,024                 | 188,599   | 0          | 0                          | 1,439,406 | 2040   |
| 2041   | 97,624             | 91,942                                      |                        | 189,566           | 72,827                                                       | 6.000%                 | 19,115   | 91,942                 | 89,360    |                                         | 8,264                 | 189,566   | 0          | 0                          | 1,277,219 | 2041   |
| 2042   | 98,600             | 91,942                                      |                        | 190,542           | 77,197                                                       | 6.000%                 | 14,745   | 91,942                 | 90,088    |                                         | 8,512                 | 190,542   | 0          | 0                          | 1,109,935 | 2042   |
| 2043   | 99,586             | 91,942                                      |                        | 191,528           | 81,828                                                       | 6.000%                 | 10,113   | 91,942                 | 90,819    |                                         | 8,768                 | 191,528   | 0          | 0                          | 937,287   | 2043   |
| 2044   | 100,582            | 91,942                                      |                        | 192,524           | 86,724                                                       | 6.000%                 | 5,218    | 91,942                 | 91,552    |                                         | 9,031                 | 192,524   | 0          | 0                          | 759,012   | 2044   |
| 2045   | 101,588            |                                             |                        | 101,588           |                                                              |                        |          | 0                      | 92,286    |                                         | 9,301                 | 101,588   | (0)        | (0)                        | 666,726   | 2045   |
| 2046   | 102,604            |                                             |                        | 102,604           |                                                              |                        |          | 0                      | 93,023    |                                         | 9,581                 | 102,604   | 0          | (0)                        | 573,702   | 2046   |
| 2047   | 103,630            |                                             |                        | 103,630           |                                                              |                        |          | 0                      | 93,762    |                                         | 9,868                 | 103,630   | 0          | (0)                        | 479,940   | 2047   |
| 2048   | 104,666            |                                             |                        | 104,666           |                                                              |                        |          | 0                      | 94,502    |                                         | 10,164                | 104,666   | 0          | (0)                        | 385,438   | 2048   |
| 2049   | 105,713            |                                             |                        | 105,713           |                                                              |                        |          | 0                      | 95,244    |                                         | 10,469                | 105,713   | 0          | (0)                        | 290,194   | 2049   |
| 2050   | 106,770            |                                             |                        | 106,770           |                                                              |                        |          | 0                      | 95,987    |                                         | 10,783                | 106,770   | (0)        | (0)                        | 194,207   | 2050   |
| 2051   | 107,838            |                                             |                        | 107,838           |                                                              |                        |          | 0                      | 96,731    |                                         | 11,106                | 107,838   | 0          | (0)                        | 97,476    | 2051   |
| 2052   | 108,916            |                                             |                        | 108,916           |                                                              |                        |          | 0                      | 97,476    |                                         | 11,440                | 108,916   | 0          | (0)                        | (0)       | 2052   |
| Totals | 2,528,769          | 1,746,891                                   | 1,000,000              | 5,275,659         | 1,000,000                                                    |                        | 746,891  | 1,746,891              | 2,302,674 | 1,000,000                               | 226,094               | 5,275,659 |            |                            |           | Totals |

Notes:

<sup>1</sup>Developer loan repayments to be equal to the City's actual debt service payments on its financing for the \$1 million up front portion of the development incentive.

<sup>2</sup>Estimated interest rate is published BCPL loan rate as of 7-25-2024 for loans of 11-20 years in term.

PROJECTED CLOSURE YEAR

LEGEND:

-----END OF EXP. PERIOD

**Table 3 - Cash Flow**

## **SECTION 10:**

### **Annexed Property**

---

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

## **SECTION 11:**

### **Estimate of Property to Be Devoted to Retail Business**

---

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that 100% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12:**

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

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#### **Zoning Ordinances**

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

#### **Master (Comprehensive) Plan and Map**

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

#### **Building Codes and Ordinances**

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

## **SECTION 13:**

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

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

## **SECTION 14:**

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

---

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the City by rehabilitating and conserving property and providing appropriate financial incentives for a non-profit redevelopment project. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and a projected one million visits each year, generating \$65 million of economic impact, primarily through increased visitor spending and extend stays.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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

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

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

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

---

Legal Opinion Found on Following Page.



**NEED WET SIGNATURE & DATED LEGAL OPINION ON ATTORNEY  
LETTERHEAD**

**SAMPLE**

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

**RE: Project Plan for Tax Incremental District No. 29**

Dear Mayor:

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

As City Attorney for the City of Green Bay, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the City of Green Bay Tax Incremental District No. 29 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

## SECTION 17:

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

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

| Revenue<br>Year | Brown County   | Green Bay Mtro<br>Sewer District | City of Green<br>Bay | Green Bay Area<br>School District | Northeast<br>Wisconsin Tech.<br>College | Total            | Revenue<br>Year |
|-----------------|----------------|----------------------------------|----------------------|-----------------------------------|-----------------------------------------|------------------|-----------------|
| 2026            | 3,361          | 0                                | 8,755                | 8,370                             | 694                                     | 21,179           | 2026            |
| 2027            | 13,476         | 0                                | 35,108               | 33,563                            | 2,781                                   | 84,929           | 2027            |
| 2028            | 13,611         | 0                                | 35,460               | 33,899                            | 2,809                                   | 85,779           | 2028            |
| 2029            | 13,747         | 0                                | 35,814               | 34,238                            | 2,837                                   | 86,636           | 2029            |
| 2030            | 13,885         | 0                                | 36,172               | 34,580                            | 2,866                                   | 87,503           | 2030            |
| 2031            | 14,023         | 0                                | 36,534               | 34,926                            | 2,894                                   | 88,378           | 2031            |
| 2032            | 14,164         | 0                                | 36,899               | 35,275                            | 2,923                                   | 89,261           | 2032            |
| 2033            | 14,305         | 0                                | 37,268               | 35,628                            | 2,952                                   | 90,154           | 2033            |
| 2034            | 14,448         | 0                                | 37,641               | 35,984                            | 2,982                                   | 91,056           | 2034            |
| 2035            | 14,593         | 0                                | 38,017               | 36,344                            | 3,012                                   | 91,966           | 2035            |
| 2036            | 14,739         | 0                                | 38,398               | 36,708                            | 3,042                                   | 92,886           | 2036            |
| 2037            | 14,886         | 0                                | 38,782               | 37,075                            | 3,072                                   | 93,815           | 2037            |
| 2038            | 15,035         | 0                                | 39,169               | 37,445                            | 3,103                                   | 94,753           | 2038            |
| 2039            | 15,185         | 0                                | 39,561               | 37,820                            | 3,134                                   | 95,700           | 2039            |
| 2040            | 15,337         | 0                                | 39,957               | 38,198                            | 3,165                                   | 96,657           | 2040            |
| 2041            | 15,491         | 0                                | 40,356               | 38,580                            | 3,197                                   | 97,624           | 2041            |
| 2042            | 15,645         | 0                                | 40,760               | 38,966                            | 3,229                                   | 98,600           | 2042            |
| 2043            | 15,802         | 0                                | 41,167               | 39,355                            | 3,261                                   | 99,586           | 2043            |
| 2044            | 15,960         | 0                                | 41,579               | 39,749                            | 3,294                                   | 100,582          | 2044            |
| 2045            | 16,120         | 0                                | 41,995               | 40,146                            | 3,327                                   | 101,588          | 2045            |
| 2046            | 16,281         | 0                                | 42,415               | 40,548                            | 3,360                                   | 102,604          | 2046            |
| 2047            | 16,444         | 0                                | 42,839               | 40,953                            | 3,394                                   | 103,630          | 2047            |
| 2048            | 16,608         | 0                                | 43,267               | 41,363                            | 3,428                                   | 104,666          | 2048            |
| 2049            | 16,774         | 0                                | 43,700               | 41,777                            | 3,462                                   | 105,713          | 2049            |
| 2050            | 16,942         | 0                                | 44,137               | 42,194                            | 3,497                                   | 106,770          | 2050            |
| 2051            | 17,111         | 0                                | 44,578               | 42,616                            | 3,532                                   | 107,838          | 2051            |
| 2052            | 17,282         | 0                                | 45,024               | 43,042                            | 3,567                                   | 108,916          | 2052            |
| <b>Totals</b>   | <b>401,254</b> | <b>0</b>                         | <b>1,045,356</b>     | <b>999,343</b>                    | <b>82,816</b>                           | <b>2,528,769</b> |                 |

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ESTABLISHING THE BOUNDARIES OF AND APPROVING THE  
PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 29**

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

WHEREAS, Tax Incremental District No. 29 (the "District") is proposed to be created by the City in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

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

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

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

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the to owners of all property in the proposed District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the RDA, on September 3, 2024 held a public hearing concerning the proposed creation of the District, its proposed boundaries and its proposed Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Green Bay that:

1. It recommends to the Common Council that Tax Incremental District No. 29 be created with boundaries as designated in Exhibit A of this Resolution.

2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Redevelopment Authority Chair

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Secretary of the Redevelopment Authority

**TAX INCREMENTAL DISTRICT NO. 29  
BOUNDARY MAP**

[INCLUDED IN PROJECT PLAN]

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]



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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Matt Buchanan, Staff

**AGENDA ITEM # F.2**

Consideration with possible action on Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

*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**

On Broadway, Inc. ("Developer"), intends to complete a Project on 0.65 acres of land at 211 N. Broadway, which includes the rehabilitation of an existing office building into a public market facility. 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:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- improves existing 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
- generates job opportunities for smart and skilled individuals
- improves existing structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- generates job opportunities for individuals of all ages, abilities, and incomes
- expands our range of commercial real estate products
- is designed and built with options for conversion to alternative uses in the future
- creates and/or enhances unique public spaces, amenities, and art

As of January 1, 2024, the Property has an aggregate assessed value of \$2,195,600.00, which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

- \$42,462.90 in total real estate taxes annually (assessed mill rate of \$19.34);
- \$17,059.81 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 \$7,000,000.00, which is anticipated to yield approximately:

- \$135,380.00 in total real estate taxes annually (assessed mill rate of \$19.34);

- \$54,390.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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 29” or the “TID”), effective January 1, 2024, which includes the Property, and will provide part of the financing for certain costs of the Project.

## RECOMMENDATION

Approval of Development Agreement 24-05 with On Broadway, Inc for the redevelopment of 211 N. Broadway (Tax Parcel 4-71).

## FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

1. State Trust Fund Loan of One Million Dollars (\$1,000,000.00) to be considered as part of a separate agreement.
2. PAYGo Reimbursement - Ninety-five percent (95%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated. The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of Two Million Eighty Thousand and Three Hundred Sixty dollars (\$2,080,360.00).

No levy dollars will be used for this project.

## ATTACHMENTS

1. FINAL RDA Draft - Public Market DA 20240827





City of Green Bay  
Department of Community and Economic Development

**DEVELOPMENT AGREEMENT 2024-05**

**GREEN BAY PUBLIC MARKET**

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 ON BROADWAY, INC. a Wisconsin Corporation ("Developer").

**RECITALS**

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

| <u>Tax Parcel</u> | <u>Address</u>  | <u>Acres</u> | <u>Assessed Value</u> |
|-------------------|-----------------|--------------|-----------------------|
| 4-71              | 211 N. Broadway | 0.65         | \$2,195,600.00        |

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately sixty-five hundredths of one (0.65) acre 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 rehabilitation of an existing office building into a public market facility. The Proposed 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 \$2,195,600.00, which based on the assessed tax rates in effect as of January 1, 2024, the Property yields approximately:

1. \$42,462.90 in total real estate taxes annually (assessed mill rate of \$19.34);
2. \$17,059.81 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 \$7,000,000.00, which is anticipated to yield approximately:

1. \$135,380.00 in total real estate taxes annually (assessed mill rate of \$19.34);
2. \$54,390.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77).

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

- F. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective tax year January 1, 2024, which includes the Property, and which will provide

part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."

- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that will remediate environmental contamination and/or enhance the physical landscape, rehabilitate structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, rehabilitate structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

#### I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted 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 Two Million One Hundred Ninety-Five Thousand Six Hundred Dollars (\$2,195,600.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means On Broadway, 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
- I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. "Plans and Specifications" means the plans and specifications developed for the Project.

- K. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- M. "Project" means the Project as defined in the Recitals.
- N. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
  2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
  3. telephone, high-speed cable, and related technology infrastructure; and
  4. natural gas, electrical power, and other public utilities; and
  5. any related engineering, grading, erosion control, and landscaping; and
  6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- T. "TID" means the future Tax Increment District to be created in 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."

- 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.
- W. "Tax Incentive Cap" means as described and provided for in Section III.C.2 of this Agreement.

### 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:
  - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
    - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to the Seven Million Dollars (\$7,000,000.00) on or before January 1, 2026.
    - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
    - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
    - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
    - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be

determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.

2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
  - a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
  - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
  - c) Any other activity specifically approved by the City or RDA.
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 TIF Incentive in any year shall not exceed Ninety-Five Percent (95%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of Two Million Eighty Thousand and Three Hundred Sixty dollars (\$2,080,360.00).
3. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
4. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
5. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

- D. State Trust Fund Loan. The City will apply for a State Trust Fund Loan, for an amount not to exceed One Million Dollars (\$1,000,000), in regard to the Project that may be granted to the Developer for investment in Qualified Expenditures. Pursuant to Section III.G, the parties may consider additional future State Trust Fund Loan Requests. Should the City's application(s) for said loan(s) be approved, the award of these loan funds will be subject to a separate written agreement(s) between the City and Developer. The separate written agreement(s) shall require the Developer to make direct payments to the City for loan repayment. The separate written agreement(s) shall also require the

Developer to grant the City a security interest in and lien on the Property, including all improvements, fixtures, and appurtenances thereon, as collateral for the repayment of the loan(s). The lien shall be evidenced by a mortgage or deed of trust, duly executed by the Developer and recorded in the appropriate public records. The City may agree to subordination of its interest to the Developer's primary loans, to the extent permissible under state law and the terms of the State Trust Fund Loan. Approval of this development agreement in no way guarantees the approval of these loan funds. If awarded to Developer, the loan funds shall not be transferred to another entity without formal written approval of the City. The City's obligation to apply for the State Trust Fund Loan(s) and to subsequently possible direction of those loan funds to the Developer shall be special and limited obligations 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.

- E. Community Development Investment Grant. Developer intends to submit application to Wisconsin Economic Development Corporation (WEDC) for a Community Development Investment Grant. The City shall approve a resolution supporting the Developer's application, as required by WEDC.
- F. 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.
- G. 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 October 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 the Term Sheet. The Concept Plan shall clearly identify:
  - 1. Any proposed changes in boundaries of the Property;
  - 2. A preliminary rendering or other illustration of scale of proposed improvements to existing structures and buildings on the Property.
- B. Construction Documents. Prior to January 1, 2025, 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.
- C. Development Budget. Prior to January 1, 2025, 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 Eleven Million Dollars (\$11,000,000.00) in “hard” construction costs for the entire Project; and
2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
  - a) Public Art on the Property; or
  - b) Public Art within one-half (1/2) mile of the Property; or
  - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
  - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive. Specifically including but not necessarily limited to, and as approved by the RDA and City:
  - a) Environmental and hazardous material remediation and related activities
  - b) Public Improvements
  - c) Utility relocation costs.
  - d) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.
  - e) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
  - f) Enhanced landscaping beyond basic code requirements as approved by the RDA.
  - g) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
  - h) Costs related to the installation of environmentally sustainable infrastructure and practices in the project, which may include but not necessarily be limited to building HVAC automation controls, high efficiency.
  - i) Site improvements related to providing access to public transit or alternative transportation options or bicycle related infrastructure, or electric vehicle charging.
  - j) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.



- k) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.
  - l) Costs associated with the borrowing of the amounts to be reimbursed by the TIF Funds until such time as the TIF Funds are received.
  - m) Costs related to the connection of fiber-optic broadband infrastructure.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
  - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
  - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
  - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than January 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than January 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- H. 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.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed and approvable applications for certification of occupancy shall be submitted no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- K. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- M. 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.
- N. 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.

O. 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.

P. 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.

Q. 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.

R. 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. The TID 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 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. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
  2. Termination. Terminate this Agreement without further notice to Developer;
  3. 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 TIF Funds and/or of PayGo Reimbursement payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
  4. Specific Performance. Sue for specific performance;
  5. Sue for Damages. Sue for all damages caused by the Event of Default;
  6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
  7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
  8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of

or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

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

## IX. TERMINATION

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

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

- B. TIF Payments termination. TIF payments shall terminate upon expiration of the TID.

- C. Survival of Certain Provisions. Sections III. B. 1. d), III. F., IV. E., IV. J., IV. I., IV. N.2., IV.O., IV. P. 2., IV. R., 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., X. R., and X.S. 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 November 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](mailto:celestine.jefferys@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](mailto:cheryl.renier-wigg@greenbaywi.gov)

To the Developer: On Broadway, Inc.  
Attention: Board President  
340 N. Broadway, Suite 165 Green Bay, WI 54303  
E-mail: [barb.lamue@thenewnorth.com](mailto:barb.lamue@thenewnorth.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 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]

**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:**  
**On Broadway, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Barb LaMue, Board President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF BROWN     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, the above named \_\_\_\_\_, a member of On Broadway, Inc., a Wisconsin 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 3**

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and  
ON BROADWAY, INC

**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 \_\_\_\_\_

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and  
ON BROADWAY, INC.

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

By: \_\_\_\_\_  
Gary J. Delveaux, Chair

Attest: \_\_\_\_\_  
Cheryl Renier-Wigg, Executive Director

**ACKNOWLEDGMENT**

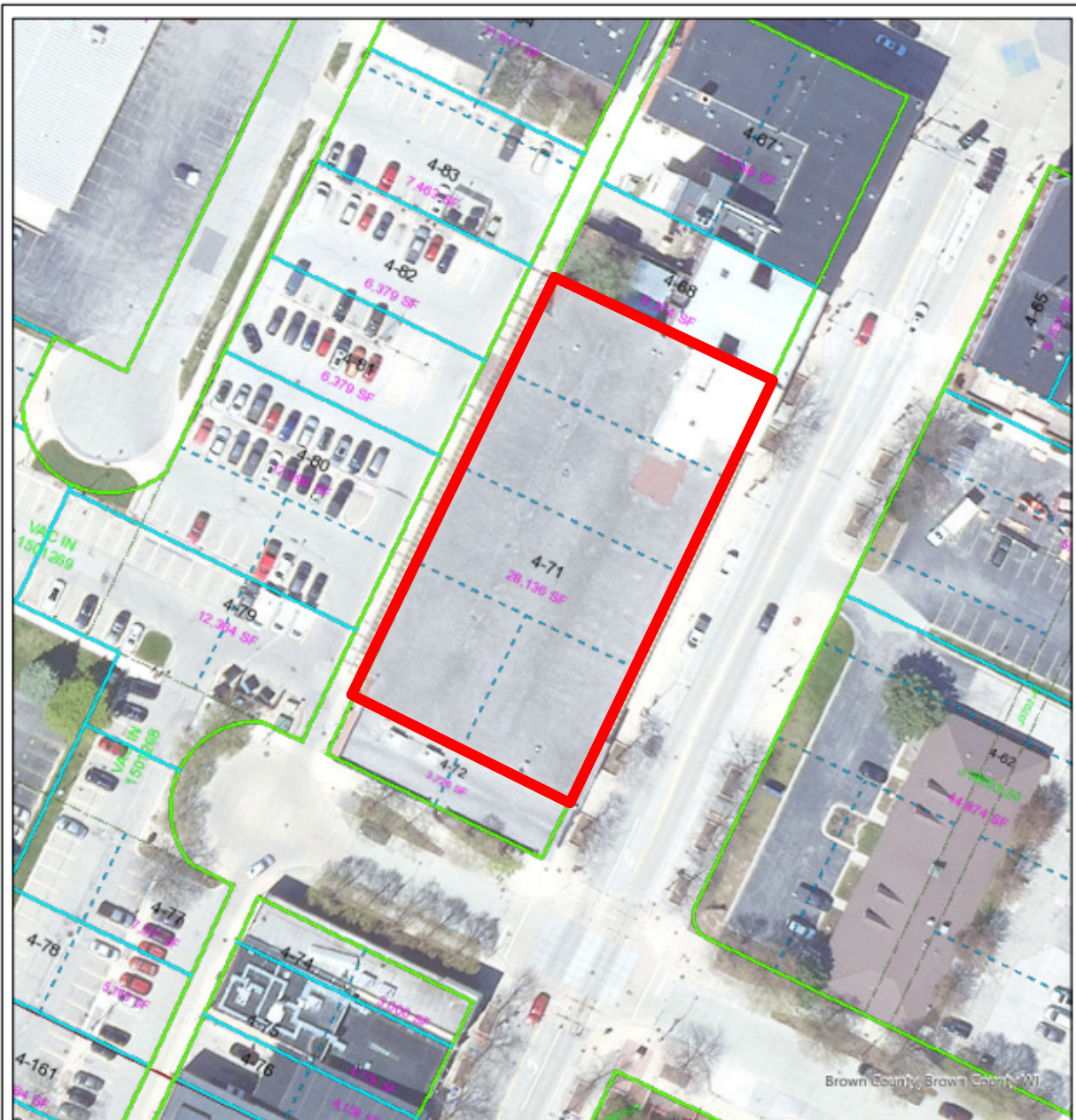
STATE OF WISCONSIN       )  
                                          ) SS  
COUNTY OF BROWN       )

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



1"=94'  
Feet

1:1,128

## Legend

- Block boundary
- Bulkhead Line
- Historic Parcel Line (20under)
- Hydrography
- Lines between deeds or lots (20pdashed)
- Lot boundary

- Meander line
- Original Right of Way
- PLSS line
- Parcel line
- Plat boundary
- Private Road Right of Way
- Right of Way line
- Undetermined

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Date Printed: 27 Aug 2024

**City of Green Bay**

GB - GIS

EXHIBIT B  
Legal Description

28,136 SQ FT LOTS 58, 59, 60, 61 & 62 DOUSMAN'S ADDN EX SLY 31 FT OF 61 & 62



EXHIBIT C  
Preliminary Concept Plan















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

### MEETING DATE

September 3, 2024

### PREPARED BY

Cheryl Renier-Wigg, Staff, Joanne Bungert,  
City Attorney

### AGENDA ITEM # F.3

Consideration with possible action to call due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CityDeck Commons Residences LLC as Developer pursuant to the City Deck Commons Development Agreement.

*The Authority may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.*

### BACKGROUND

The City of Green Bay and Redevelopment Authority entered into a Development Agreement in 2013 with CityDeck Commons Residences LLC for the development of downtown housing. There are a number of provisions that apply to this agreement upon transfer of the property. They include:

1. The RDA shall approve the TIF Recipient transferring the TIF guarantee and the RDA shall have the right to approve the transferee.
2. The TIF Recipient may choose to pay off the remaining balance of the TIF.
3. No assignment of rights and obligations under the Development Agreement to an unaffiliated party may occur without the written consent of the RDA.
4. In the event a transfer occurs without RDA approval, the RDA/City may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
5. All requests requiring RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.

Additionally, as part of the property transfer from the RDA to the Developer for a price of one-dollar (\$1.00), the RDA took a Preferred Forgivable Equity Investment in the Developer's project in an amount of \$300,000.00. Should the project reach an actual assessed value of \$10 million OR should the Developer retain ownership for at least 10 years, then this equity investment would be forgiven. Neither of these conditions have been met and according to the agreement, the Developer is obligated to pay the investment amount.

Staff became aware of the 2022 sale of City Deck Landing through news media publications. Follow up then occurred with prior Director Stechschulte and the Law Dept.

In two separate correspondences both dated February 17, 2023, CityDeck Commons Residences, LLC requested waiver of two items relating to the City Deck Landing project from the development agreement dated July 10, 2013. These were: 1) A release of Terrence Wall's Personal Guaranty based on three consecutive years of no shortfall payments being required (2017 to 2021), and 2) waiver of the Preferred

Forgivable Equity Investment of \$300,000 if the property's assessment reaches \$10,000,000 or is owned by the Developer for at least 10 years. Prior Director Neil Stechschulte responded to those requests as follows:

With regards to the first request, Director Stechschulte "acknowledged the lack of any need for shortfall payments from 2017 to 2021, however a shortfall payment was required for tax year 2022. Staff considered this a reset of the three consecutive years requirement, and as such is not currently prepared to release the personal guaranty. The guaranty pertains to the outstanding debt owed on the 2014 debt of \$2,440,000 (with interest \$3.5 million). To date only \$1.3 million has been paid off through year 8 of 19 of the amortization schedule. Per your correspondence on February 10, 2023, you were not requesting transfer of the TIF guarantee, and therefore are still responsible for the guarantee until such time as the obligation is deemed met or otherwise released by the RDA and the City."

And "with regards to the second request, as of 2022 the property assessment has not yet met or exceeded \$10,000,000 (it is currently \$8,325,100). Until this number is achieved Staff is not prepared to waive the Preferred Forgivable Equity Investment of \$300,000. In addition, the 10-year ownership requirement was not met. The agreement states that the \$300,000 Preferred Equity Investment shall be paid by the Developer or assigned to any subsequent purchaser along with other terms of the agreement."

There was no response to prior Director Stechschultes request. Atty Cochart followed up in September of 2023 asking for a response. No response was received. I then reached out to Terrance Wall in January of this year asking for a response to the request that were made. We received a letter back from Atty. Coffey representing Terrance Wall requesting a release of the TIF guarantee and waiver of the forgivable equity. Communication began regarding the two requests. Mr. Wall believes the value of the building exceeds 10 million based on the sale of the property. Staff requested further information on the building such as rents etc. be provided to our assessor to review this value.

The RDA advised staff to continue to pursue a solution to this issue.

The City Attorney and Development Director met with Atty Coffey to discuss the matter. An offer was made that would make the RDA whole. To date the offer has not been accepted or countered.

## RECOMMENDATION

To approve calling due the Preferred Forgivable Equity Investment of \$300,000.00 given by the RDA to CITYDECK COMMONS RESIDENCES, LLC as Developer pursuant to the City Deck Commons Development Agreement.

## FISCAL IMPACT

## ATTACHMENTS

1. CityDeck Development Agreement.Signed
2. CDR - First Amendment - Dev + TIF Agreements - 11-5-13



**DEVELOPMENT AGREEMENT  
CITY DECK COMMONS**

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the 5<sup>th</sup> day of June, 2013, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), **CITYDECK COMMONS RESIDENCES, LLC**, a Wisconsin Limited Liability Company (hereinafter called the "DEVELOPER") and **CITYDECK COMMONS, INC.**, a Wisconsin Corporation (hereinafter call the "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

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

- I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have approximately 84 residential apartment units and approximately 8,800 square feet of retail with an active riverfront component and will cost approximately \$10,000,000, which shall include environmental remediation, but is not limited to, structural pilings, land improvements, two levels of parking, and a new 7 (seven) story building, including a penthouse.
- A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
  - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Project Site) by December 15, 2014, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
  - C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use their best efforts in good faith to obtain performance of the conditions of this Agreement.
  - D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.

- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as Exhibit "B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

II. PROPERTY TRANSFERS. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:

- A. The RDA shall convey to the DEVELOPER the Property for One Dollar (\$1.00), within thirty (30) days of completing all environmental remediation as governed by the Phase II Environmental Assessment and all Project financing and construction contracts are in place. The Conveyance of the Property shall be by warranty deed (in a form reasonably approved by the RDA and the DEVELOPER) purchased with cash at closing. The RDA shall take a \$300,000.00 Preferred Forgivable Equity Investment in DEVELOPER's Project as part of this Agreement. The Preferred Forgivable Equity Investment will be forgiven if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the property for at least 10 years or the DEVELOPER's Project reaches a \$10,000,000.00 actual assessed value.<sup>1</sup> If neither of these conditions are met or satisfied, then the Preferred Forgivable Equity Investment shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. This Preferred Forgivable Equity Investment will not be recorded against the property for financing purposes but shall be secured by the terms and conditions of this Agreement and shall survive the expiration of this Agreement.
- B. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:

1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
2. Title insurance and ALTA survey review to be paid by the DEVELOPER.

<sup>1</sup> The Assessor or their designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

- D. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Project Site, but cannot guarantee approval of any zoning requests. If, through no fault of the DEVELOPER, ALL governmental approvals, including but not limited to a building permit, zoning for DEVELOPER's intended project, grading permit, sanitary permit, water permit, and other entitlements and approvals required for the DEVELOPER's intended project by governmental or municipal bodies governing the property are not granted within one hundred and fifty (150) days, then the DEVELOPER will be granted a six month extension on the Planning Option for an additional extension price of \$2,500.00. The RDA shall act as the arbitrator in determining the DEVELOPER's fault in regards to the eligibility for the extension herein described.

### III. PARKING.

- A. The DEVELOPER shall construct a two level at-grade parking garage with two separate access points on the site of the Project, one located on North Washington Street and another located on CityDeck Court, for use by the occupants of the Property and customers of the DEVELOPER. Parking and entrances shall comply with all applicable codes.

### IV. EASEMENTS, COVENANTS AND LICENSES.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the property.
- B. The CITY shall grant DEVELOPER a temporary construction license or easement, subject to conditions and approval by the Department of Public Works, over City Deck Court, a portion of North Washington Avenue, and City Deck of which twenty feet will be reserved for pedestrians.
- C. After construction is completed and occupancy permits are issued, the CITY shall limit parking on City Deck Court to two (2) hours during daytime hours and then no limit between 5:00 P.M. to 3:00 a.m. and 5:00 to 8:00 A.M. The parking spaces on City Deck Court may contribute toward DEVELOPER's number of parking stalls per multi-family apartment units according to Municipal ordinances.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

### V. FINANCING.

- A. The DEVELOPER shall obtain a private loan commitment of at least \$7,000,000.
- B. In order for this Project to occur, CITY shall contribute not less than \$2,340,000.00 in Tax Increment Financing Assistance with an interest rate of the lesser of the CITY's borrowing rate or 4% to TIF RECIPIENT. These TIF funds shall be repaid through the taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.). CITY's debt service payments shall be repaid through the taxes realized by the additional tax increment generated by the Property and is subject to TIF RECIPIENT or DEVELOPER's guarantee of the Annual Shortfall as set forth in Section V.C. Upon TIF RECIPIENT's receipt of such TIF funds, TIF RECIPIENT is obligated to loan any TIF funds received to DEVELOPER for construction of the Project.
- C. **PERSONAL GUARANTEE LIMITED TO ANNUAL SHORTFALL.** Any individual member of the TIF RECIPIENT or DEVELOPER shall personally guarantee any Annual Shortfall, as defined below in this Section V.C., starting for the taxable year of 2016 (payable in 2017). An Annual Shortfall exists when the CITY TIF Increment is less than the CITY Debt Service. The CITY TIF Increment is defined as the property tax

generated by the Property in a given year less the base value. The CITY Debt Service is defined as the City's debt service on \$2,340,000.00 of TIF funding over 16 years at an interest rate of the lesser of the CITY's borrowing rate or 4%. The formula for any Annual Shortfall is:

$$\begin{array}{r} \text{CITY TIF Increment} \\ \text{Less: CITY Debt Service} \\ \hline = \text{Annual Shortfall} \end{array}$$

**NOTE:** The CITY estimates the Annual Shortfall at approximately \$8,500.00 per year. The CITY agrees that the Annual Shortfall shall not exceed \$20,000.00 per year.

DEVELOPER or TIF RECIPIENT shall be invoiced for any Annual Shortfall that exists (but not to exceed \$20,000.00 per year) 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 TIF RECIPIENT or DEVELOPER for the Annual Shortfall without adding any other costs or administrative expenses. If TIF RECIPIENT or DEVELOPER fails to pay for the Annual Shortfall (except for any accrued portion) then CITY may place the amount as a special charge against the property.

- D. CITY's debt service for TIF assistance shall be amortized over the remaining life of the Tax Increment District (TID), which shall be 16 years. If the CITY extends the TID, the City will work with TIF RECIPIENT or DEVELOPER to extend the TIF Increment amortization if allowed under the terms and conditions of the bonding. TIF RECIPIENT or DEVELOPER shall be responsible for interest only payments for the CITY's debt service and shall receive credit for increment created for the first two years of the Project's property taxes; however, TIF RECIPIENT or DEVELOPER shall be responsible for any Interest Shortfall on City's debt service in the same manner as the Annual Shortfall in Section V.C. For the first year of the Project, the CITY agrees to forgo any Annual Shortfall payment, because the second year property tax payment will "cover" the first and the second year Annual TIF Increment.
- E. Any individual member of the TIF RECIPIENT or DEVELOPER shall provide a personal guarantee to the CITY/RDA, subject to their approval, for the any Annual Shortfall realized pursuant to Section V.C. of this Agreement, not to exceed \$20,000 per year. CITY/RDA have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. TIF RECIPIENT or 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 funding or 16 years if there are no outstanding payments on principal and/or interest. 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.

## VI. ENVIRONMENTAL

- A. The RDA and/or City of Green Bay shall make available all known environmental reports and activity upon the property. Should any hazardous substances at levels in excess of amounts allowed by applicable law be found upon the Project Site, environmental remediation necessary to enable the Property to receive a "no further action" letter from the appropriate governmental agencies shall be initiated by the City of Green Bay or RDA. If site remediation is required, the RDA will fund the first \$250,000.00 of this work provided that such funding can be procured entirely from EPA or DNR grants. If the RDA is unsuccessful in obtaining adequate grant funding, or if the estimated amount of such costs exceeds \$250,000.00, then either party to this Agreement may terminate this Agreement by delivery of written notice of termination to the other party.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, 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 substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (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, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) 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 (ii) 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 (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. Upon the event of sale of the Property, the RDA shall approve TIF RECIPIENT or DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee, which approval may not be unreasonably withheld. TIF RECIPIENT or DEVELOPER may, at its discretion, choose to pay off the remaining balance of the TIF at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization, unless the non-profit organization agrees to pay the Annual Shortfall, assumes the guarantee, and agrees to pay the same annual property taxes as levied in the year of sale.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than November 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development



Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

#### VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Project Site, the RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement. CITY will use reasonable

efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the property to obtain data or perform tests during the term of this Agreement. After transfer of Property to DEVELOPER the CITY shall end any public parking on the Property at the DEVELOPER's direction in anticipation of construction.

- B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

#### IX. OTHER RIGHTS AND REMEDIES.

- A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); 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.
- C. 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 such remedies shall not

preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY 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 which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. **Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement.** This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: CityDeck Commons Residences, LLC  
c/o Terrence R. Wall  
PO Box 620037  
Middleton, WI 53562

To TIF RECIPIENT: CityDeck Commons, Inc.  
c/o Terrence R. Wall  
PO Box 620037  
Middleton, WI 53562

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

To CITY: City of Green Bay  
Attention: City Clerk  
100 North Jefferson Street  
Green Bay, WI 54301

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

- K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

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

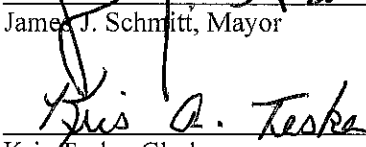
  
\_\_\_\_\_  
Harry Maier, Chairman

  
\_\_\_\_\_  
P. Robert Strong, Executive Director

Attest:

**City of Green Bay**

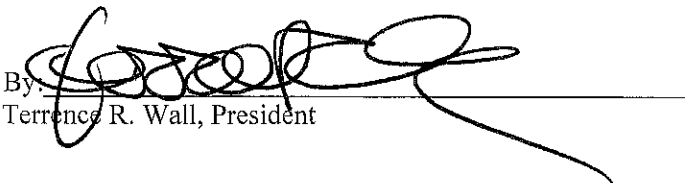
  
\_\_\_\_\_  
James J. Schmitt, Mayor

  
\_\_\_\_\_  
Kris Teske, Clerk

Attest:

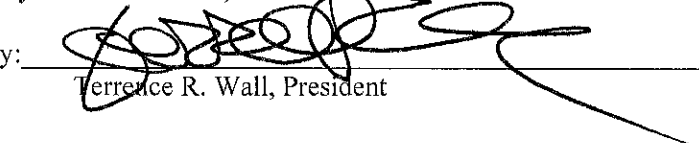
**CityDeck Commons Residences, LLC**

By: T. Wall Enterprises Manager, LLC

By:   
\_\_\_\_\_  
Terrence R. Wall, President

Attest:

**CityDeck Commons, Inc.**

By:   
\_\_\_\_\_  
Terrence R. Wall, President

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B**  
**CONCEPT PLAN**

**Preliminary Drawing**  
**Subject to Change**





**EXHIBIT C**

**PERSONAL GUARANTEE OF SPECIFIC TRANSACTION**

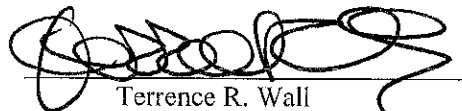
**Terrence R. Wall**

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, Inc., hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated June 5, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, Lender shall attempt to collect from Debtor first for any and all payments. If the Lender places a lien on the Property for any non-payment, then the Lender may not also look toward the guarantor for payment.

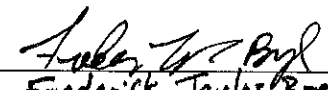
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

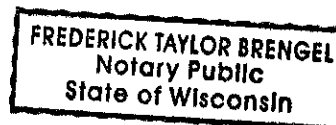
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5<sup>th</sup> day of June, 2013.

  
Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this 5<sup>th</sup> day of June, 2013.

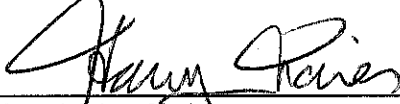
  
Frederick Taylor Brengel  
Notary Public, Dane County, WI  
My commission expires NA

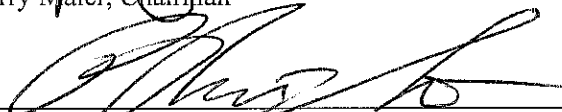


IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

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

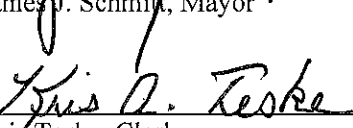
  
\_\_\_\_\_  
Harry Maier, Chairman

  
\_\_\_\_\_  
P. Robert Strong, Executive Director

Attest:

**City of Green Bay**

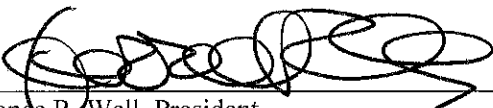
  
\_\_\_\_\_  
James J. Schmitt, Mayor

  
\_\_\_\_\_  
Kris Teske, Clerk

Attest:

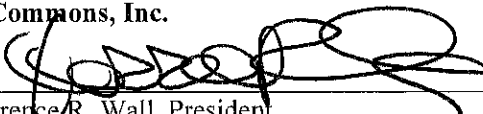
**CityDeck Commons Residences, LLC**

By: T. Wall Enterprises Manager, LLC

By:   
\_\_\_\_\_  
Terrence R. Wall, President

Attest:

**CityDeck Commons, Inc.**

By:   
\_\_\_\_\_  
Terrence R. Wall, President

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 1 OF 51 CSM 229 BNG PRT OF LOTS 134, 135 & 138 OF PLAT OF NAVARINO.

**EXHIBIT B  
CONCEPT PLAN**

**Preliminary Drawing  
Subject to Change**



## EXHIBIT C

### PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

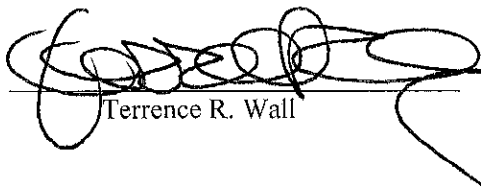
Terrence R. Wall

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, Inc., hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated June 5, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, Lender shall attempt to collect from Debtor first for any and all payments. If the Lender places a lien on the Property for any non-payment, then the Lender may not also look toward the guarantor for payment.

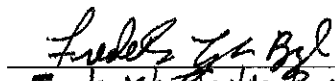
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

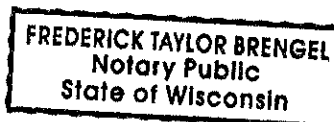
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5<sup>th</sup> day of June, 2013.

  
Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before me this 5<sup>th</sup> day of June, 2013.

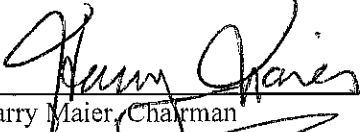
  
Frederick Taylor Brengel  
Notary Public, Dane County, WI  
My commission expires N/A

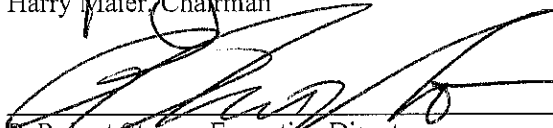


IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

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

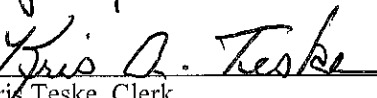
  
\_\_\_\_\_  
Harry Maier, Chairman

  
\_\_\_\_\_  
P. Robert Strong, Executive Director

Attest:

**City of Green Bay**

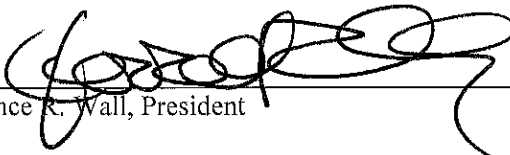
  
\_\_\_\_\_  
James J. Schmitt, Mayor

  
\_\_\_\_\_  
Kris Teske, Clerk

Attest:

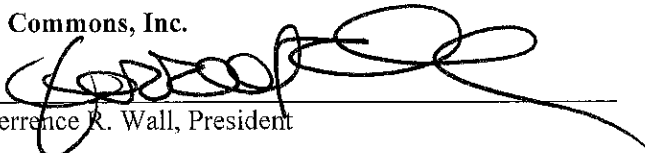
**CityDeck Commons Residences, LLC**

By: T. Wall Enterprises Manager, LLC

By:   
\_\_\_\_\_  
Terrence R. Wall, President

Attest:

**CityDeck Commons, Inc.**

By:   
\_\_\_\_\_  
Terrence R. Wall, President

**EXHIBIT B  
CONCEPT PLAN**

**Preliminary Drawing  
Subject to Change**



## EXHIBIT C

### PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

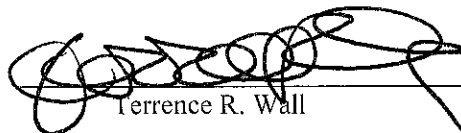
Terrence R. Wall

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to City Deck Commons, Inc., hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated June 5, 2013 (the "Development Agreement"), Tax Increment Financing and Loan extended to Debtor subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, Terrence R. Wall, shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, Lender shall attempt to collect from Debtor first for any and all payments. If the Lender places a lien on the Property for any non-payment, then the Lender may not also look toward the guarantor for payment.

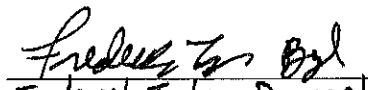
2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

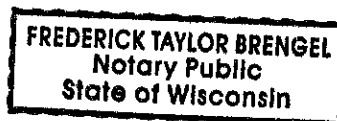
3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

Dated at Green Bay, Wisconsin, this 5<sup>th</sup> day of June, 2013.

  
Terrence R. Wall

Terrence R. Wall, subscribed and sworn to before  
me this 5<sup>th</sup> day of June, 2013.

  
Frederick Taylor Brengel  
Notary Public, Dane County, WI  
My commission expires N/A





**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
AND TIF DISBURSEMENT AGREEMENT  
CityDeck Residences**

This Agreement is made and entered into this 5<sup>th</sup> day of November, 2013, by and between the **Redevelopment Authority of the City of Green Bay** (hereinafter "RDA"), the **City of Green Bay** (hereinafter "CITY"), **CityDeck Residences, LLC, f.k.a. CityDeck Commons Residences** (hereinafter "DEVELOPER"), and **CityDeck Commons, Inc.** (hereinafter "TIF RECIPIENT"). The RDA, CITY, DEVELOPER and TIF RECIPIENT may sometimes be referred to individually as "Party" and collectively "Parties."

**WHEREAS**, the RDA owns property (hereinafter the "Property") (parcel no. 12-184-A) generally located on the southwest corner of where North Washington Street and Main Street intersect; and

**WHEREAS**, the CITY and RDA desire to have DEVELOPER and TIF RECIPIENT construct an active mixed-use development with approximately 84 residential apartment units and approximately 8,800 square feet of retail space and an active riverfront component; and

**WHEREAS**, CITY and RDA desire to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

**WHEREAS**, the Parties have entered into a Development Agreement dated July 10, 2013 (the "Development Agreement"), and a TIF Disbursement Agreement dated July 30, 2013, (the "TIF Disbursement Agreement"), both relating to the Property; and

**WHEREAS**, subsequent to these Agreements, DEVELOPER and TIF Recipient requested additional TIF contribution to assist in completion of the Project, which was approved the Redevelopment Authority and Green Bay Common Council.

**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:

1. Amendments. The Development Agreement and TIF Disbursement Agreement are hereby amended as follows:
  - a. Sections V.B. and V.C. of the Development Agreement shall be amended by deleting "\$2,340,000.00" and inserting "\$2,440,000.00".
  - b. Sections V.C., V.D., V.E. of the Development Agreement shall be amended by deleting "16 years" and inserting "up to nineteen (19) years."
  - c. Section 2 of the TIF Disbursement Agreement shall be amended by deleting "sixteen (16) years" and inserting "up to nineteen (19) years."
  - d. Section 3 of the TIF Disbursement Agreement shall be amended by deleting "\$2.34 million" and inserting "\$2.44 million."

- e. Section 4 of the TIF Disbursement Agreement shall be amended by "\$234.00" and inserting "\$244.00."
2. Remaining Terms and Conditions. The parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement and TIF Disbursement 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 First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been duly executed as set forth above.

**CITYDECK COMMONS, INC.**

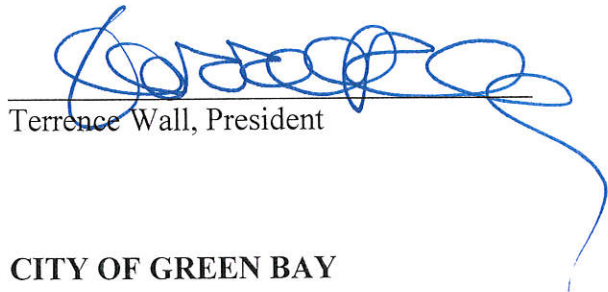
**CITYDECK RESIDENCES, LLC**

By: T. Wall Enterprises Manager, LLC,  
its Manager

By:

  
Terrence Wall, President

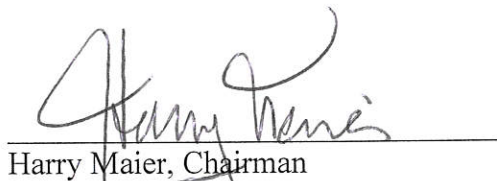
By:

  
Terrence Wall, President

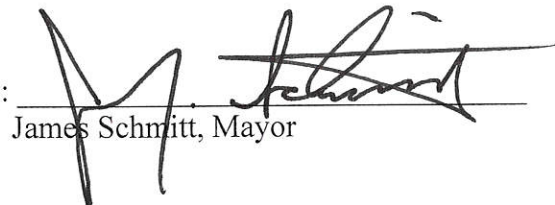
**REDEVELOPMENT AUTHORITY**

**CITY OF GREEN BAY**

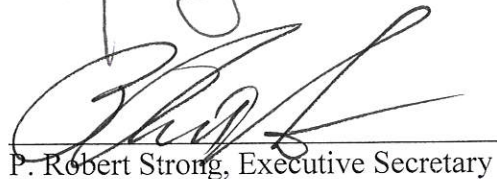
By:

  
Harry Maier, Chairman

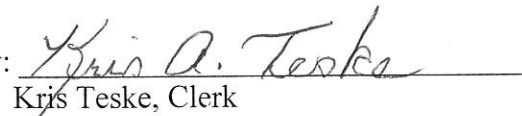
By:

  
James Schmitt, Mayor

By:

  
P. Robert Strong, Executive Secretary

By:

  
Kris Teske, Clerk



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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Ronda Bitney

**AGENDA ITEM # F.4**

Consideration with possible action to approve a six (6) month planning option to Mike Budzis for the development of two (2) industrial buildings on the sites located at 1209 S Maple Street and 1200 S Broadway.

**BACKGROUND**

The sites located at 1209 S Maple Street and 1200 S Broadway were purchased to reduce blighted properties and promote private enterprise. These sites are currently zoned S-RLI (Special Purpose Residential Light Industrial) and surrounded by other industrial buildings.

Staff have received a request for a 180-day planning option for the development of Industrial buildings for the developer's Lawn Care/Snow Removal Business. The 37x120 all-steel buildings would include a small office, a restroom, a storage area, a large garage door, and a front-facing entrance with a stone and steel exterior, including landscaping around the front entrance.

RDA approved a 30-day planning option at the August meeting. The developer has asked for a 6-month planning option to provide time to secure new designs, bids and to firm up a construction schedule.

The developer is offering to purchase 1209 S Maple Street for \$18,500 and 1200 S Broadway for \$14,700. This project is dependent on the developer selling his property located on Lowell Drive as part of Starker Exchange Financing.

**RECOMMENDATION**

To approve a six (6) month planning option to Mike Budzis for the development of industrial buildings to be located at 1209 S Maple Street and 1200 S Broadway.

**FISCAL IMPACT****ATTACHMENTS**

1. Planning Option Extension Signed Letter 82224
2. 1209 S Maple GIS
3. 1200 S Broadway GIS

**NMRE Properties, LLC  
2455 Clearbrook Cir.  
Green Bay, Wi. 54313  
920-737-7545  
Nmreproperties2023@gmail.com**

August 22, 2024

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

**Re: Planning Option Extension at 1209 S Maple Ave. and 1200 S Broadway Street**

Dear Ms. Bitney & Members of the Authority,

NMRE Properties, LLC is requesting a 6-month planning option extension for the 1209 S Maple Ave and 1200 S Broadway Street sites, Parcel ID 1-878 & 1-855, respectively. This request is being made to allow the hired Engineer Firm, Architect Firm, & Builder to complete the tasks they were hired for completely. Also, with my 1031 Starker exchange 180-day complete project timeline and winter coming I would not be able to complete the project within the 180-day timeline by the rules for the 1031 Starker Exchange.

The intent for each parcel is to construct a 37x122 Steel Constructed building. I would be occupying one property and possibly taking half of the other building and leasing the remaining space to another business.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike J. Budzis', with a long, sweeping horizontal stroke extending to the right.

Mike J. Budzis  
Owner NMRE Properties, LLC











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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Krista Cisneroz, Staff

**AGENDA ITEM # F.5**

Consideration with possible action on HOME Housing Development funding requests from Greater Green Bay Habitat for Humanity to build seven (7) affordable single-family homes in Green Bay.

**BACKGROUND**

Habitat for Humanity (Habitat) is a non-profit organization that believes in a world where everyone has a decent place to live. Homeownership can help people and families achieve the strength, stability, and self-reliance needed to build a foundation for a better life and future. Habitat builds simple, decent, and affordable homes for people in need. The home is sold at a fair market value and a second mortgage is placed on the home to account for the affordability gap.

Habitat has submitted HOME Housing Development funding requests for seven (7) affordable single-family home builds in the City of Green Bay with the following gaps:

| <b>Homes</b>                                                               | <b>HOME Request</b> |
|----------------------------------------------------------------------------|---------------------|
| 914 Ricky Dr, Parcel 21-8583, a 2 bedroom, 1 ½ bath single-family home     | \$29,729.00         |
| 920 Ricky Dr. Parcel 21-8582, a 4 bedroom, 2 bath single-family home       | \$38,916.00         |
| 930 Ricky Dr. Parcel 21-8581, a 4 bedroom, 2 bath single-family home       | \$38,916.00         |
| 940 Ricky Dr. Parcel 21-8580, a 4 bedroom, 2 bath single-family home       | \$38,916.00         |
| 2042 Richmond St. Parcel 21-8579, a 2 bedroom, 1 ½ bath single-family home | \$29,729.00         |
| 2046 Richmond St. Parcel 21-8578, a 4 bedroom, 2 bath single-family home   | \$38,916.00         |
| 2052 Richmond St. Parcel 21-8577, a 4 bedroom, 2 bath single-family home   | \$38,916.00         |

Staff has reviewed the applications and recommends the awards as shown above contingent on some design changes discussed with City staff.

**RECOMMENDATION**

Approve HOME Housing Development funding requests from Greater Green Bay Habitat for Humanity to build seven (7) affordable single-family homes in Green Bay.

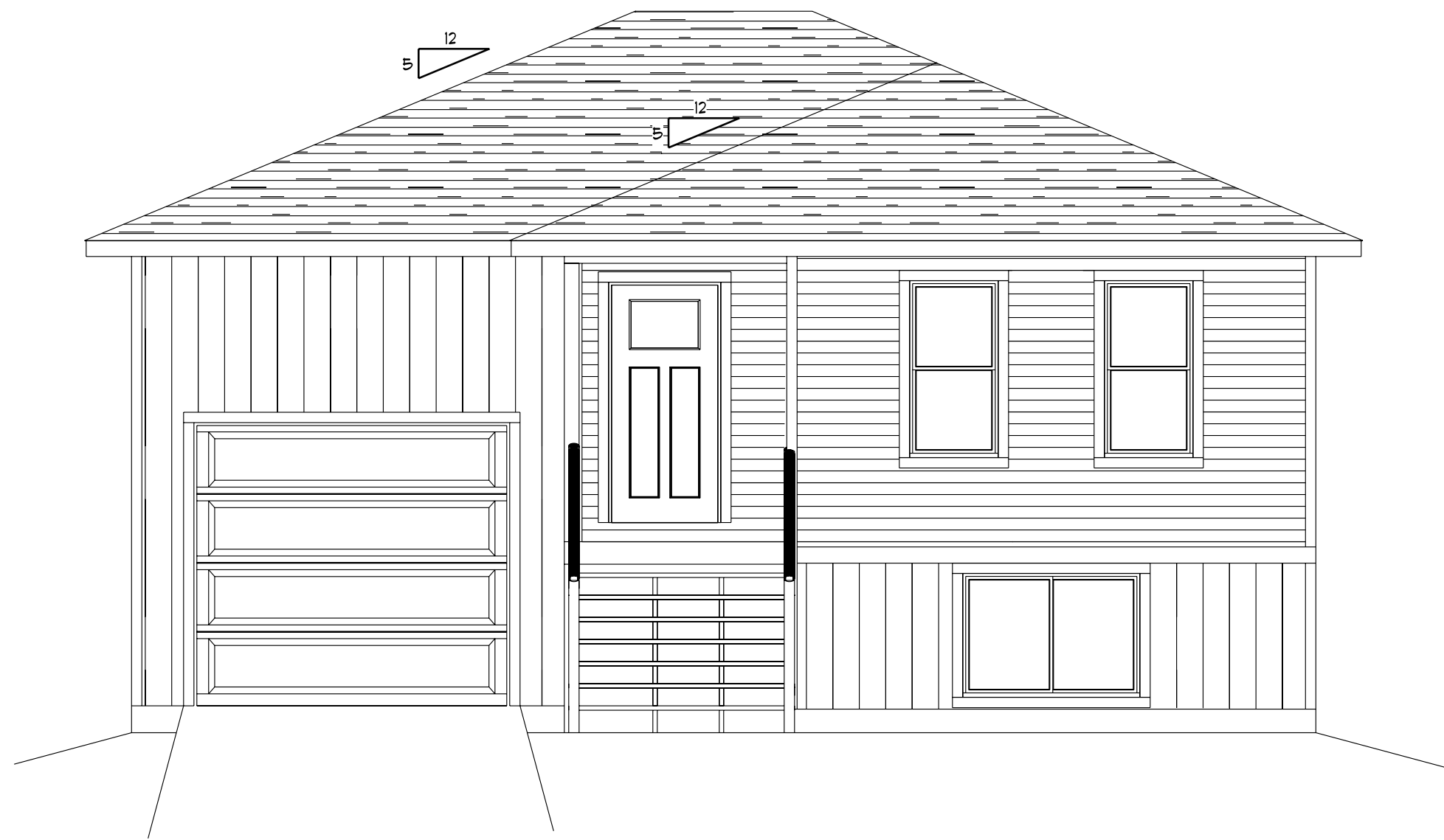
**FISCAL IMPACT****ATTACHMENTS**

1. 914 Ricky Drive FINAL PLAN 7.26.24
2. 920 Ricky Dr. FINAL PLAN 7.26.24
3. 930 Ricky Dr. FINAL PLAN 7.26.24
4. 940 Ricky Dr. FINAL PLAN 7.26.24
5. 2042 Richmond St. FINAL PLAN 7.26.24

6. 2046 Richmond St. FINAL PLAN 7.26.24
7. 2052 Richmond St. FINAL PLAN 7.26.24



# 914 RICKY DRIVE



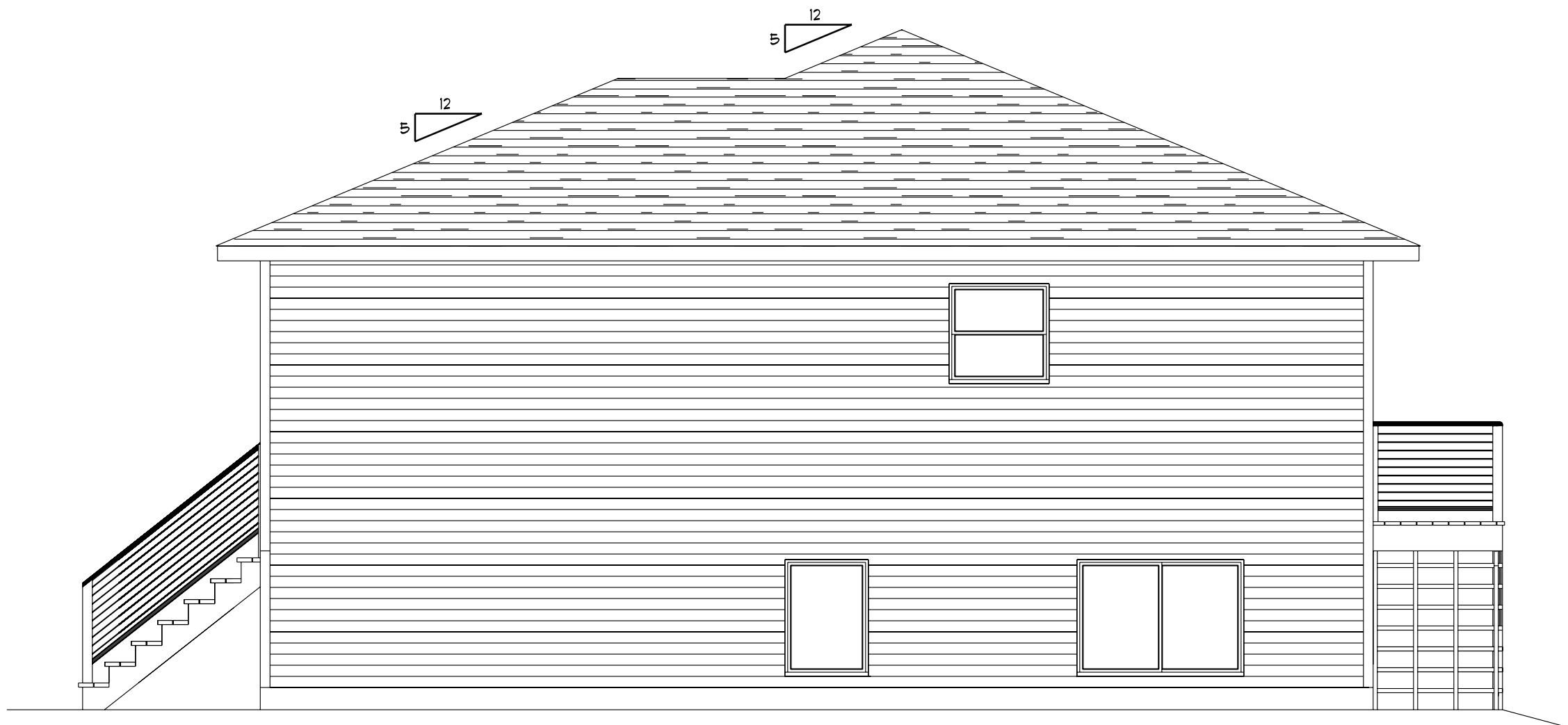
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



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

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DESIGN CONCEPT ONLY

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☒ FINAL PLAN  
VERIFY PLAN DATE WITH ALL  
CONTRACTORS PRIOR TO  
CONSTRUCTION

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GENERAL NOTES:



NICOLE EVERS  
450 HIGH ST. STE. 5A  
WRIGHTSTOWN, WI 54180  
(920) 419-7326

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PROPOSED NEW PROJECT:  
914 RICKY DRIVE

REVISION DATES:

△ 7/26/24  
△  
△  
△  
△  
△  
△

2 Bedroom Home

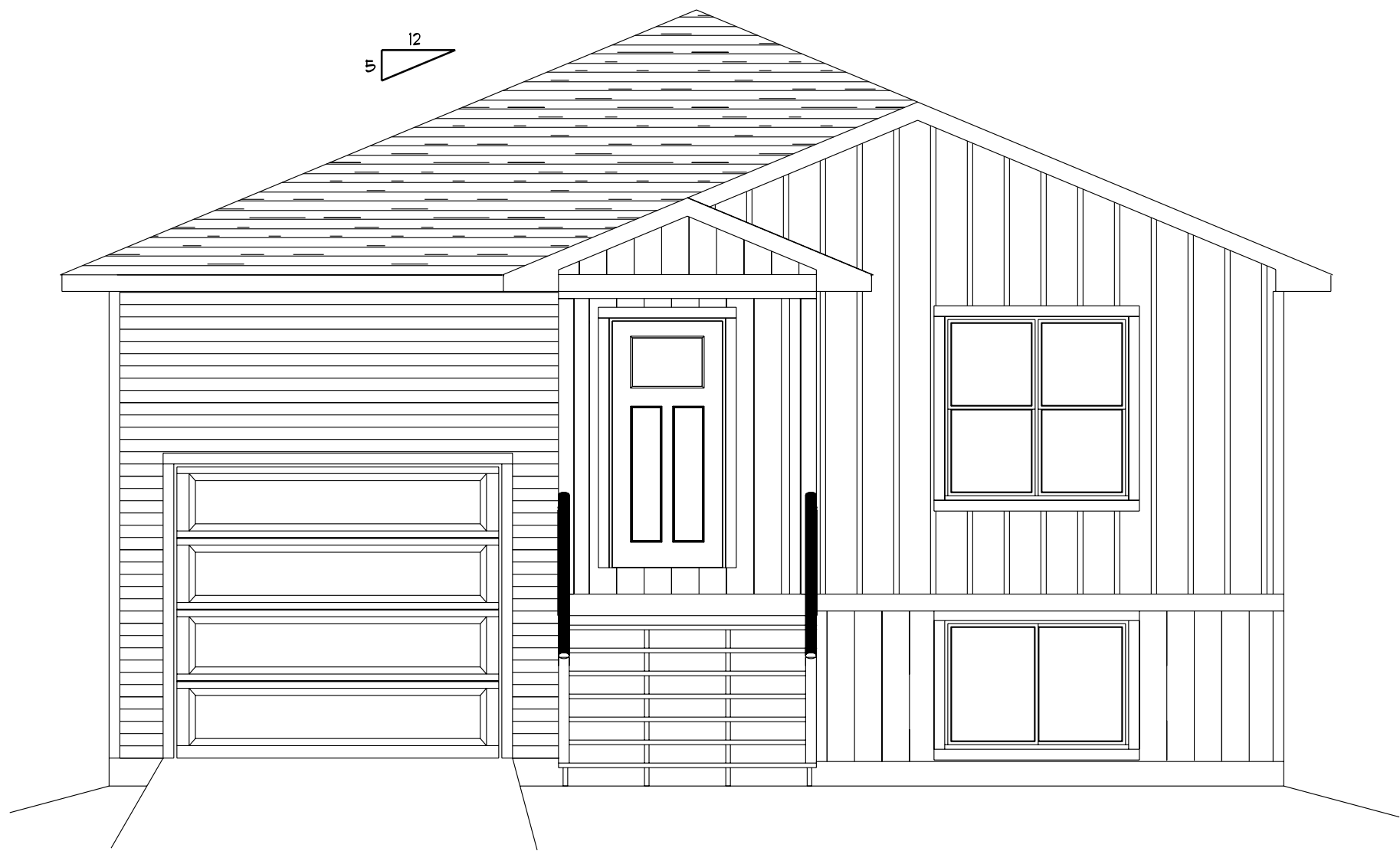
SHEET NUMBER

A1





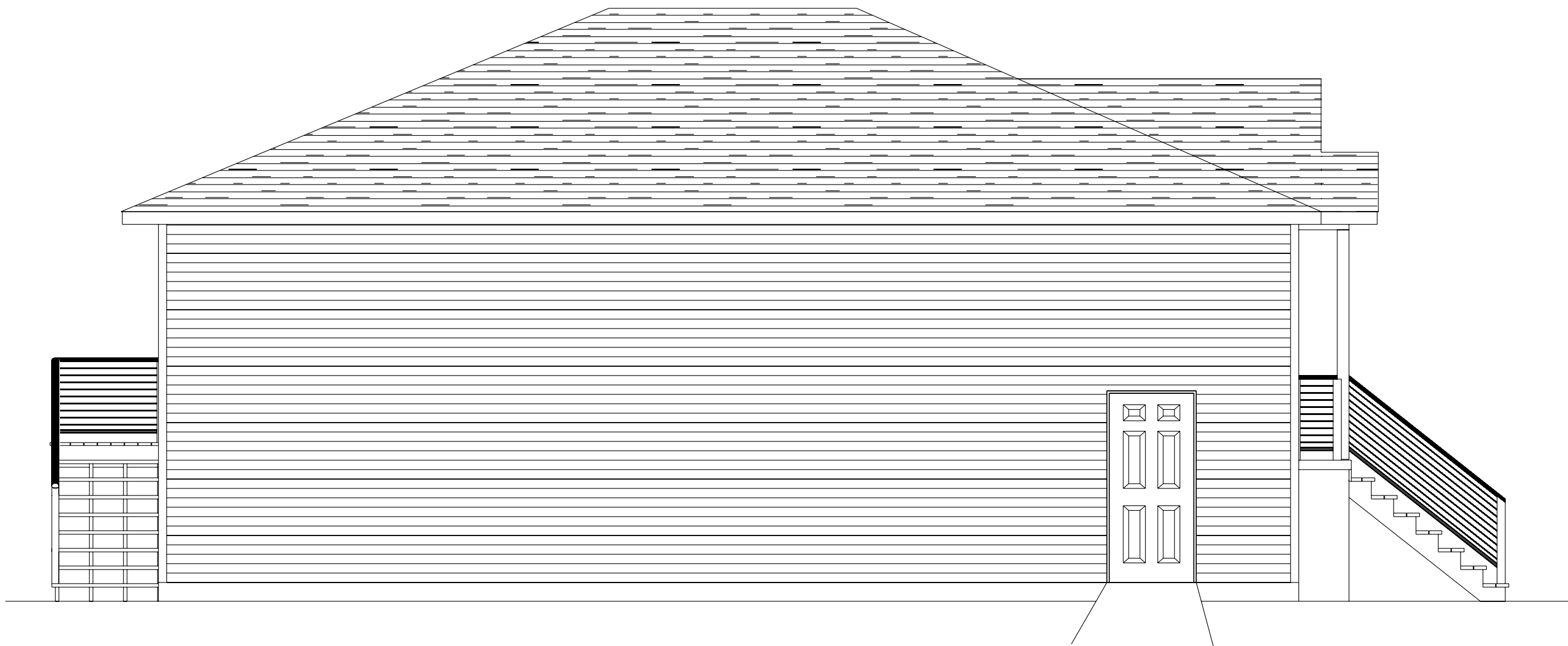




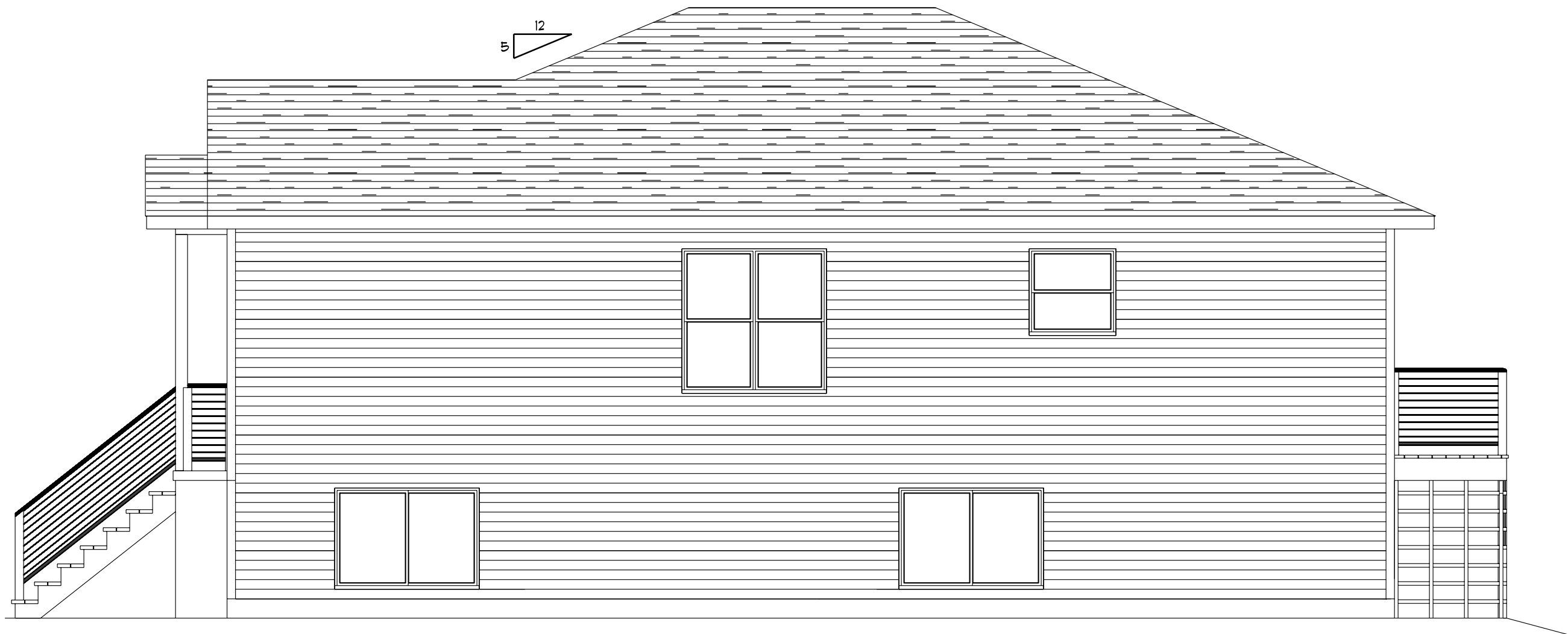
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



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



# 920 RICKY DRIVE

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PROPOSED NEW PROJECT:  
920 RICKY DRIVE

REVISION DATES:

△ 7/26/24  
△  
△  
△  
△  
△  
△

4 Bedroom Home

SHEET NUMBER

A1

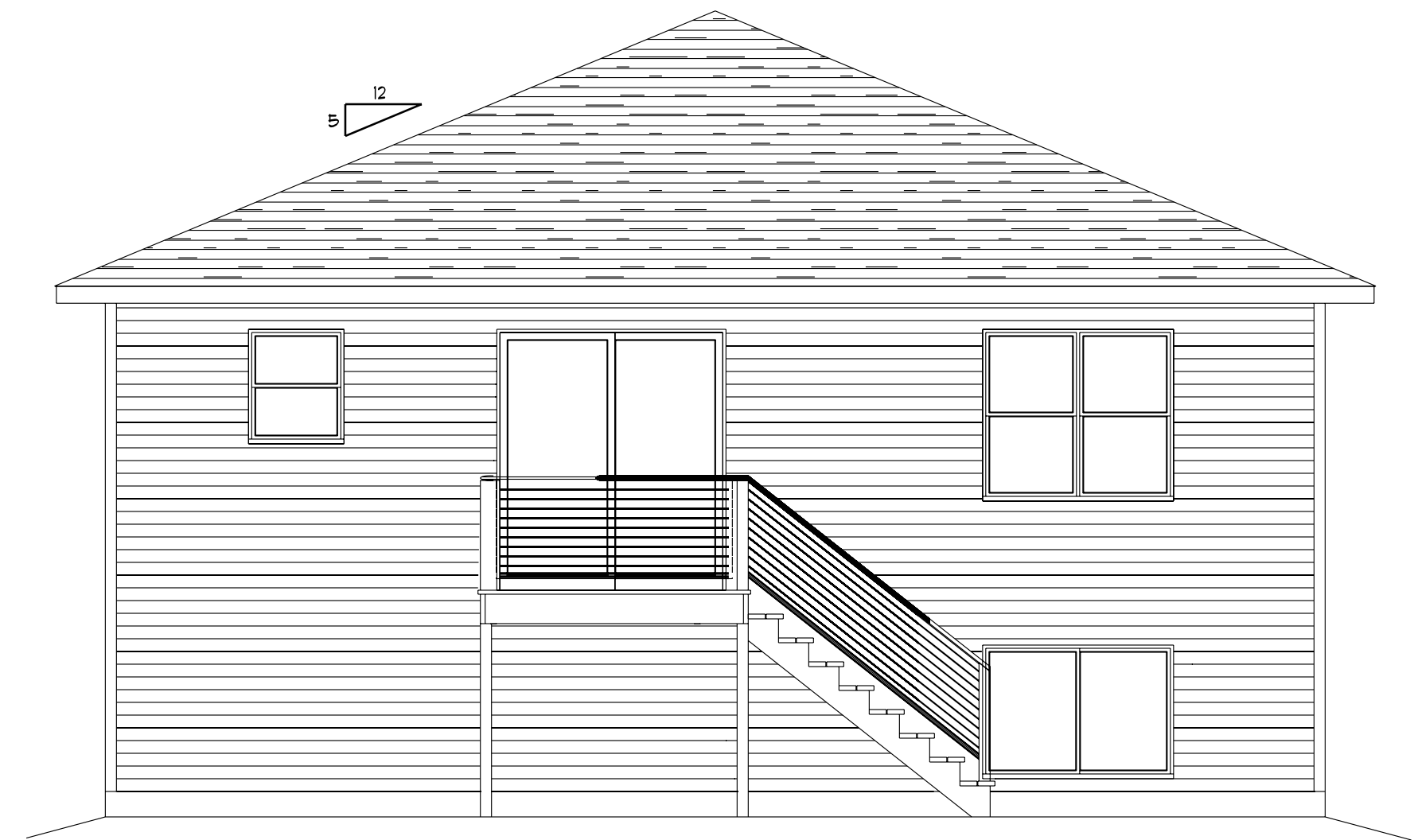




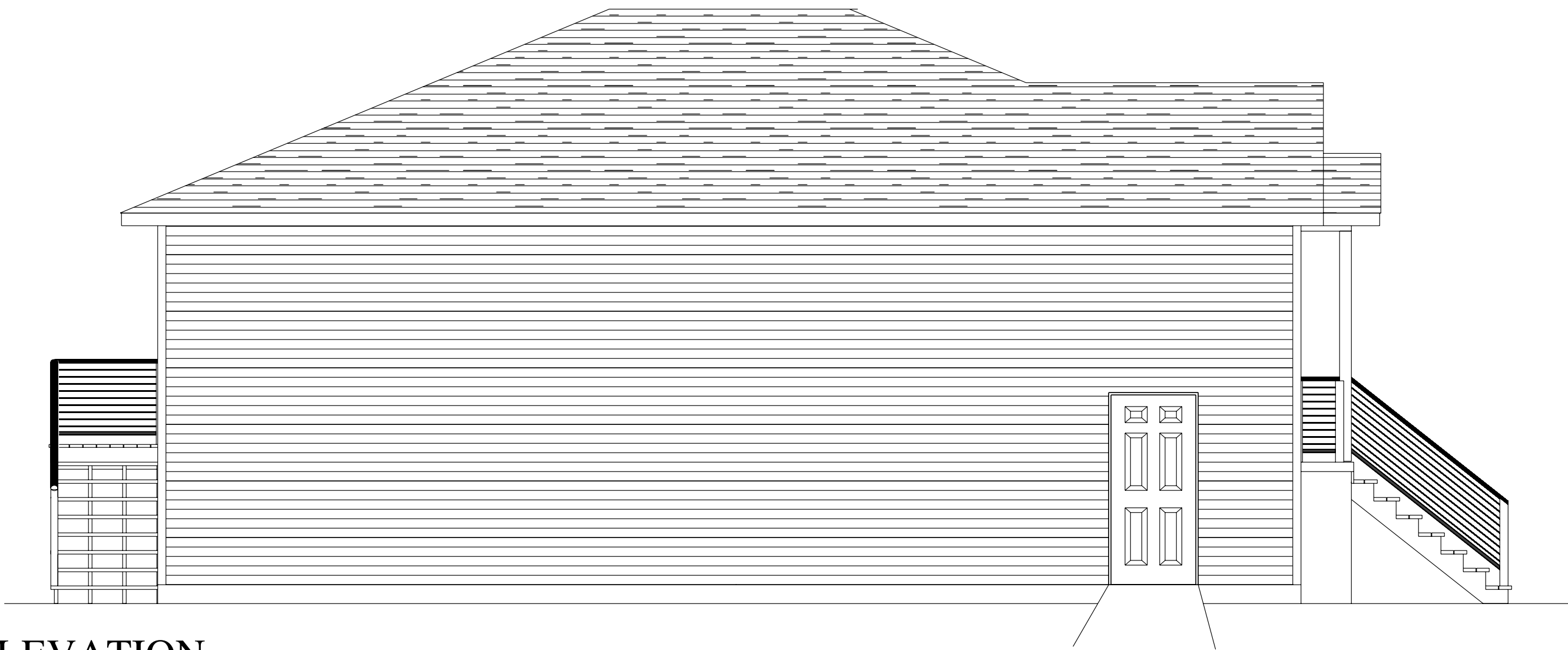




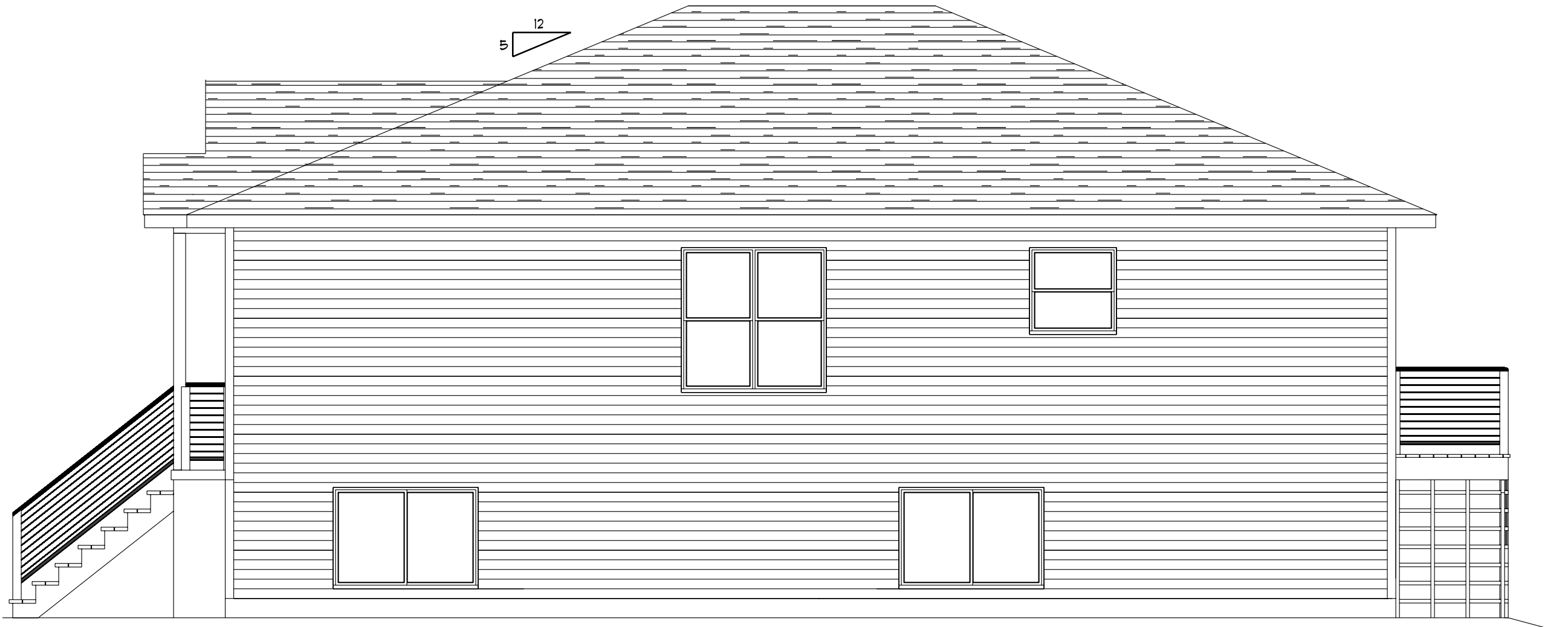
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



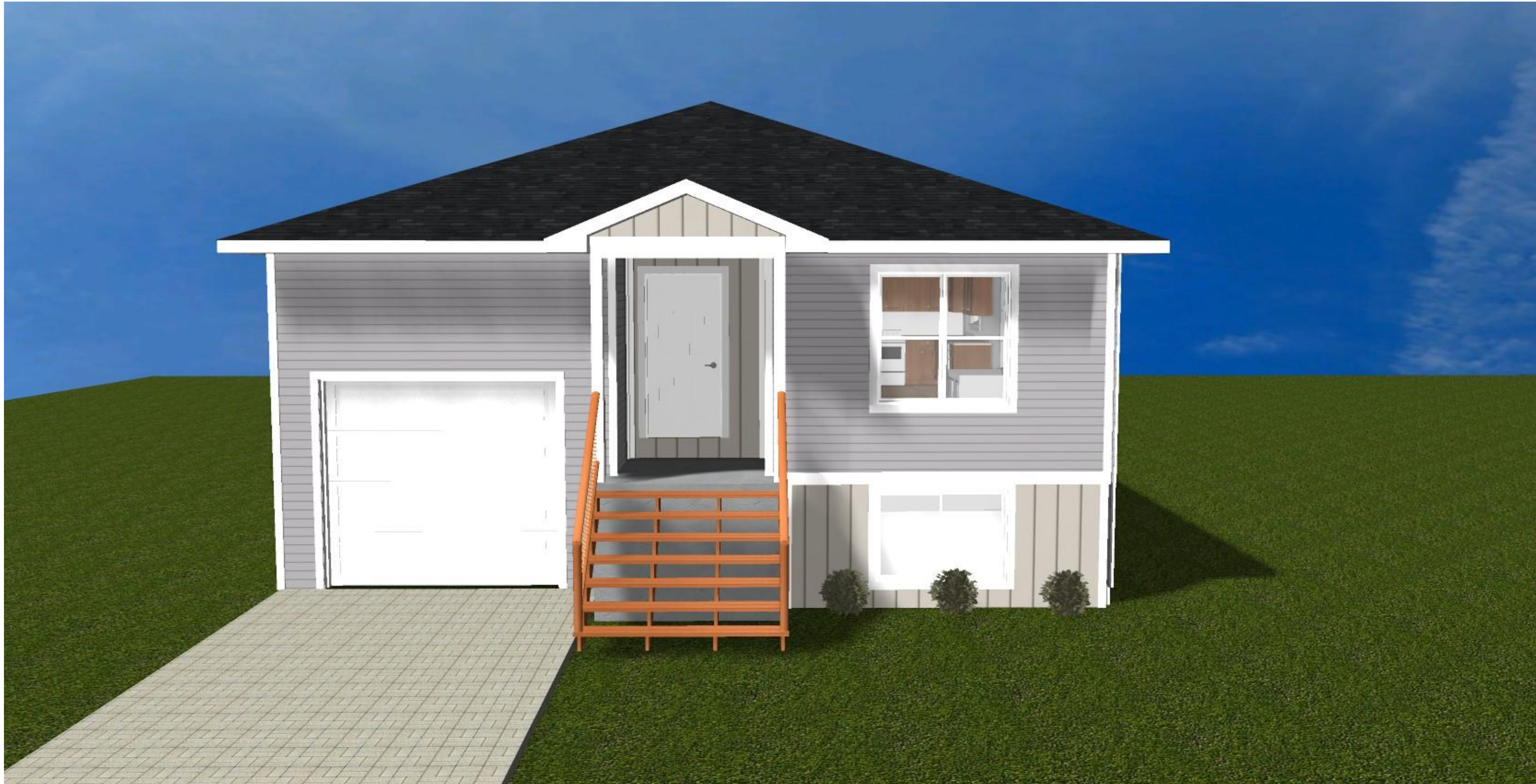
REAR ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



# 930 RICKY DRIVE

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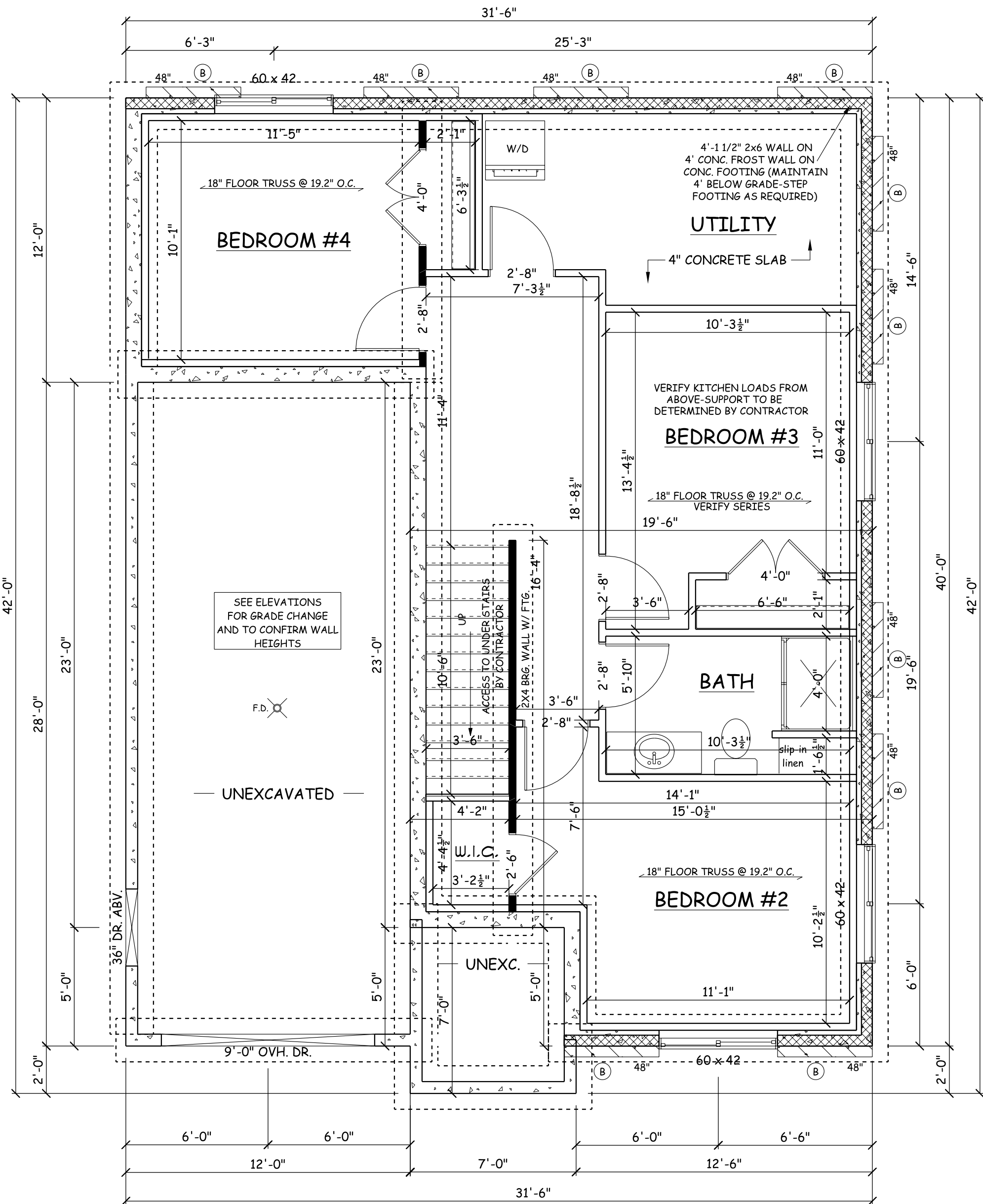
PROPOSED NEW PROJECT:  
930 RICKY DRIVE

| REVISION DATES: |         |
|-----------------|---------|
| △               | 1/9/22  |
| △               | 1/10/22 |
| △               | 2/22/23 |
| △               | 4/26/24 |
| △               | 5/7/24  |
| △               | 7/26/24 |
| △               |         |

4 Bedroom Home

SHEET NUMBER  
A1





### 8' BASEMENT

Windows or Doors to be set in concrete wall make R.O. 3" bigger in width & height.

NOTE: MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE & SOIL CONDITIONS

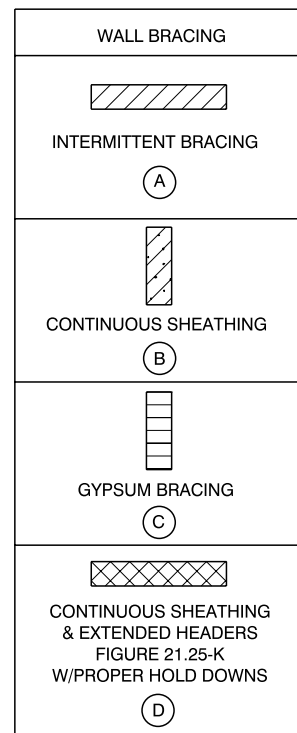
FINISHED LOWER LEVEL- 640 SQ. FT.

### \*\*GENERAL FOUNDATION PLAN NOTES\*\*

- 1) ALL DIMENSIONS ARE SHOWN TO THE OUTSIDE OF THE FOUNDATION WALLS/BRICK LEDGES
- 2) BASEMENT WALLS SHOWN AS 8" THICK AND 8'-0" TALL UNLESS OTHERWISE NOTED
- 3) FROST WALLS SHOWN AS 6" THICK UNLESS OTHERWISE NOTED
- 4) 7'-9 1/2" INTERIOR WALL HEIGHT UNLESS OTHERWISE NOTED
- 5) WALL THICKNESSES FOR REPRESENTATION ONLY, CONTRACTOR TO VERIFY
- 6) MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
- 7) WINDOWS AND DOORS SET IN CONCRETE WALLS, ADJUST R.O. 3" BIGGER IN WIDTH & HEIGHT

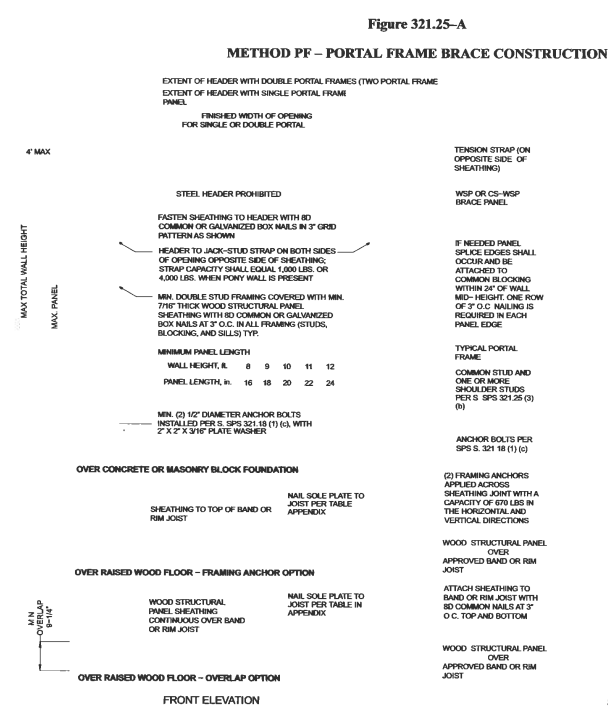
## LOWER LEVEL

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

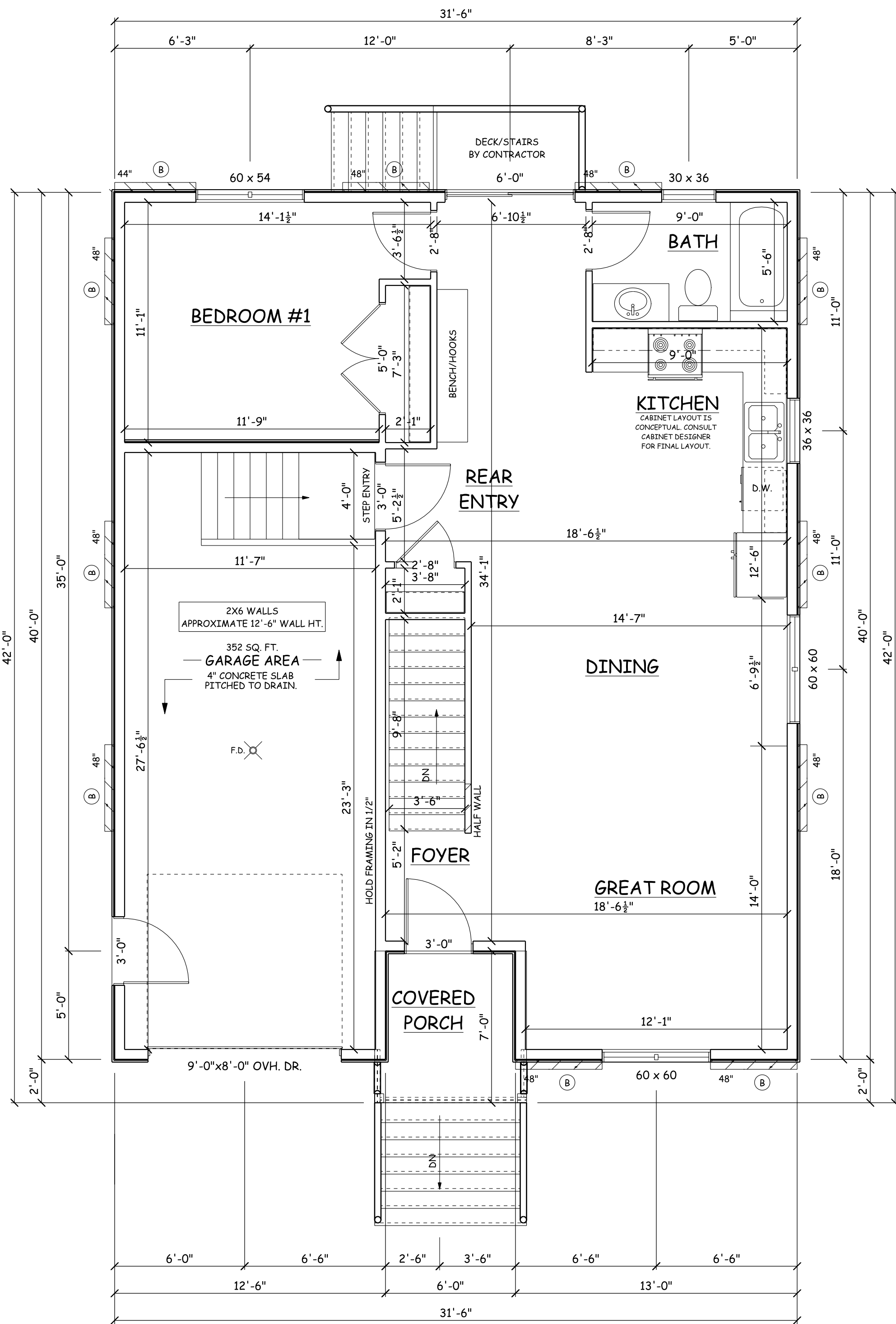


## WALL BRACING

SCALE: 1" = 5'-0"



Notes: Steel bracing is provided if designed by structural analysis.  
Notes: As shown in the above cross-sections, 1/2" thick gypsum wallboard is to be installed on the interior side of the wall.



## FIRST FLOOR PLAN

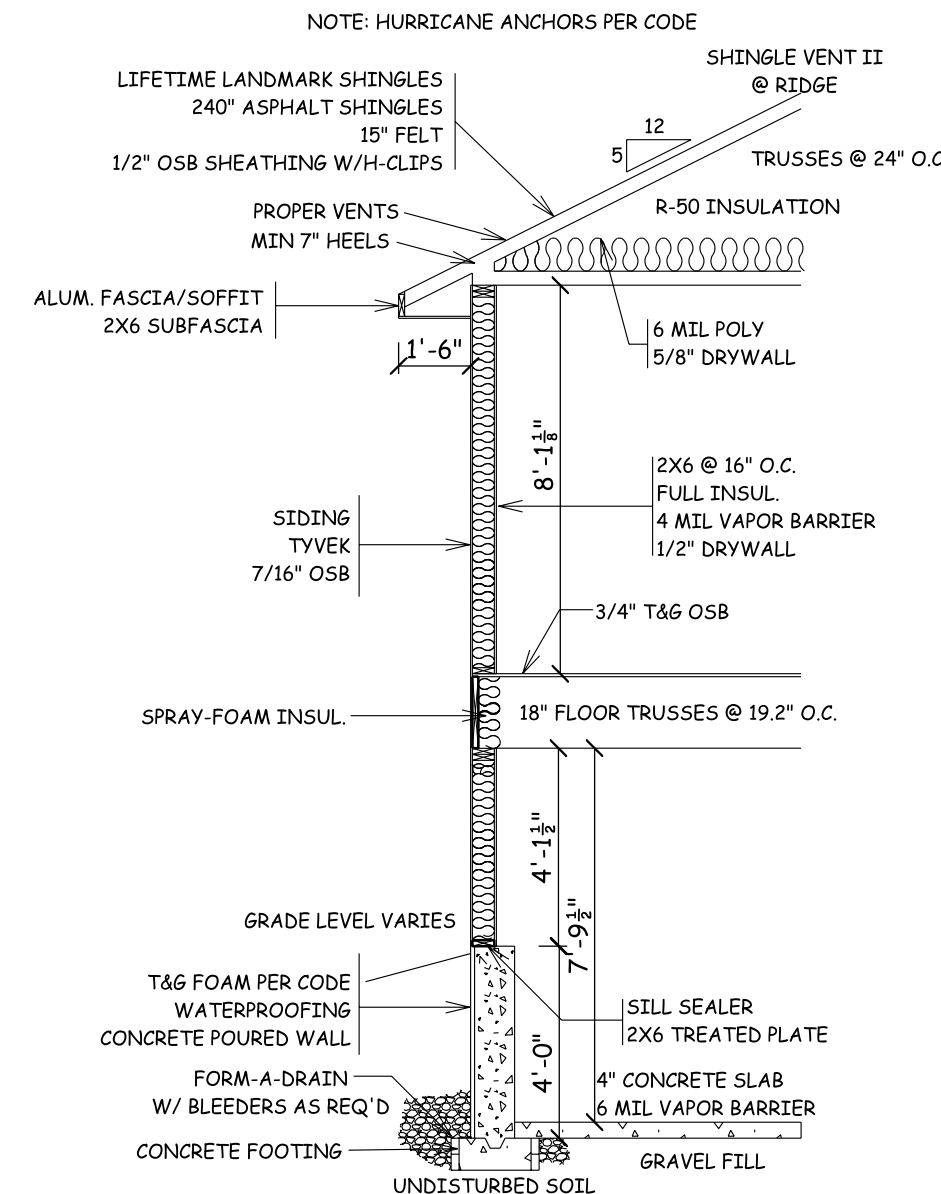
8'-1 1/8" WALL HGT.  
MAIN FLOOR- 845 SQ. FT.  
FINISHED LOWER LEVEL- 445 SQ. FT.  
TOTAL- 1290 SQ. FT.

## MAIN FLOOR

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

### \*\*CONSTRUCTION NOTES\*\*

- 1) ALL WINDOWS AT 6'-10" WINDOW HEADER HEIGHT U.O.N.
- 2) ALL POCKET DOORS IN 2X4 WALLS
- 3) STD. HEADERS (3) 2X10 HEM-FIR #1
- 4) ALL DIMENSIONS SHOWN ARE FACE TO FACE STUD.
- 5) FIRE SEPARATION MUST BE PROVIDED BETWEEN THE HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- 6) A MIN. (2) SHOULDER STUDS FOR ANY OPENING 6'-0" OR GREATER
- 7) BUILDER RESPONSIBLE TO TRANSFER POINT LOADS THROUGH FLOOR SYSTEM WITH SOLID BLOCKING DOWN TO THE FOUNDATION WALLS OR BEARING BELOW
- 8) EXTERIOR WALLS ARE NOT SHOWN TO ACCOMMODATE FOAM. ALL FOAM MODIFICATIONS BY CONTRACTOR/SUPPLIER
- 9) FRAMER TO REFERENCE TRUSS LAYOUT PLANS FOR EXACT LOCATIONS OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING LOCATIONS & ANCHORS
- 10) WINDOW SUPPLIER TO VERIFY ALL SAFETY GLASS LOCATIONS PER CODE

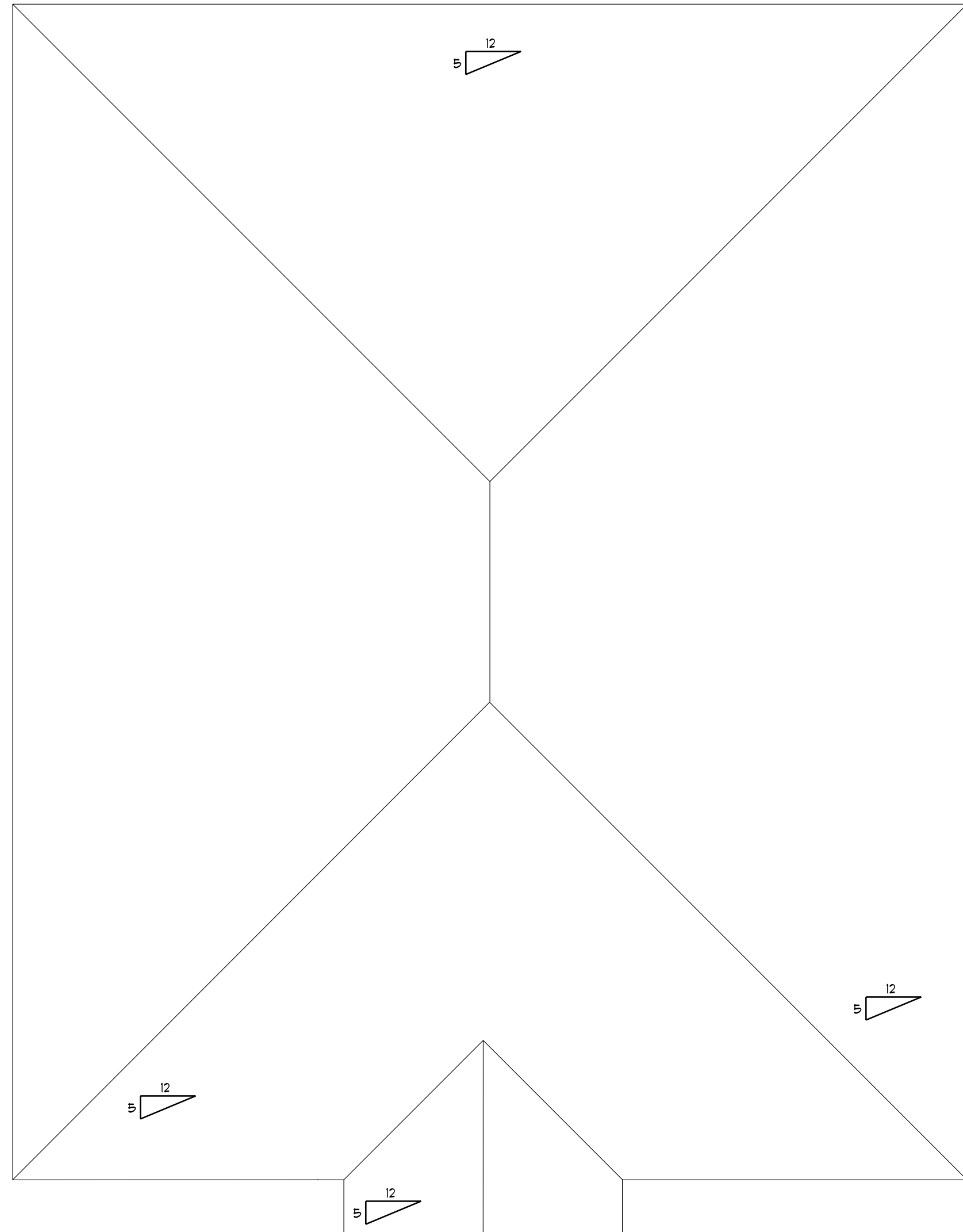


### TYPICAL WALL DETAIL

ACTUAL DETAILS MAY VARY  
RESPONSIBILITY OF CONTRACTOR

## SECTION

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



## ROOF PLAN

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

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GENERAL NOTES:



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PROPOSED NEW PROJECT:

930 RICKY DRIVE

REVISION DATES:

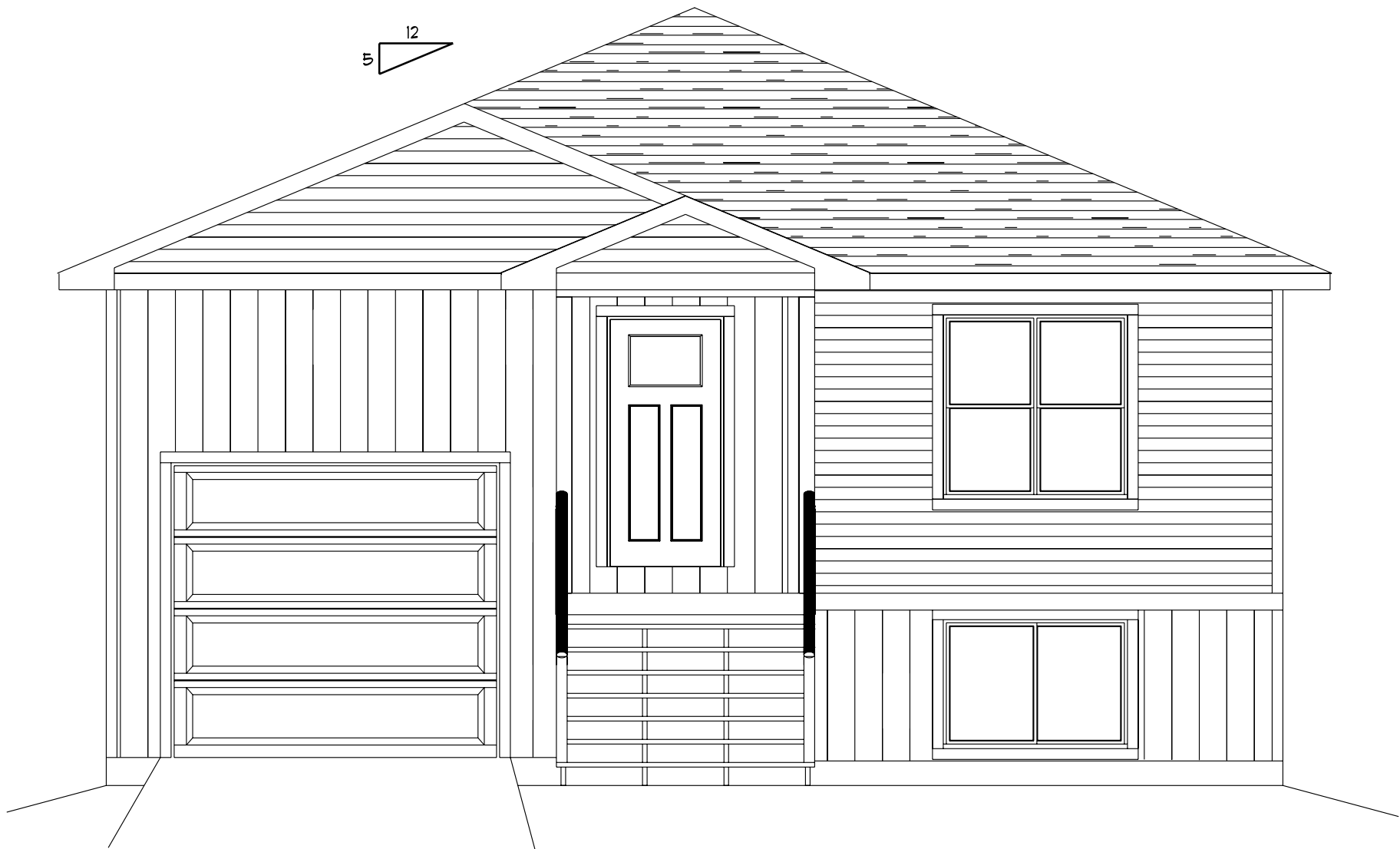
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|---|---------|
| Δ | 2/22/23 |
| Δ | 4/26/24 |
| Δ | 5/7/24  |
| Δ | 7/26/24 |
| Δ |         |
| Δ |         |
| Δ |         |

4 Bedroom Home

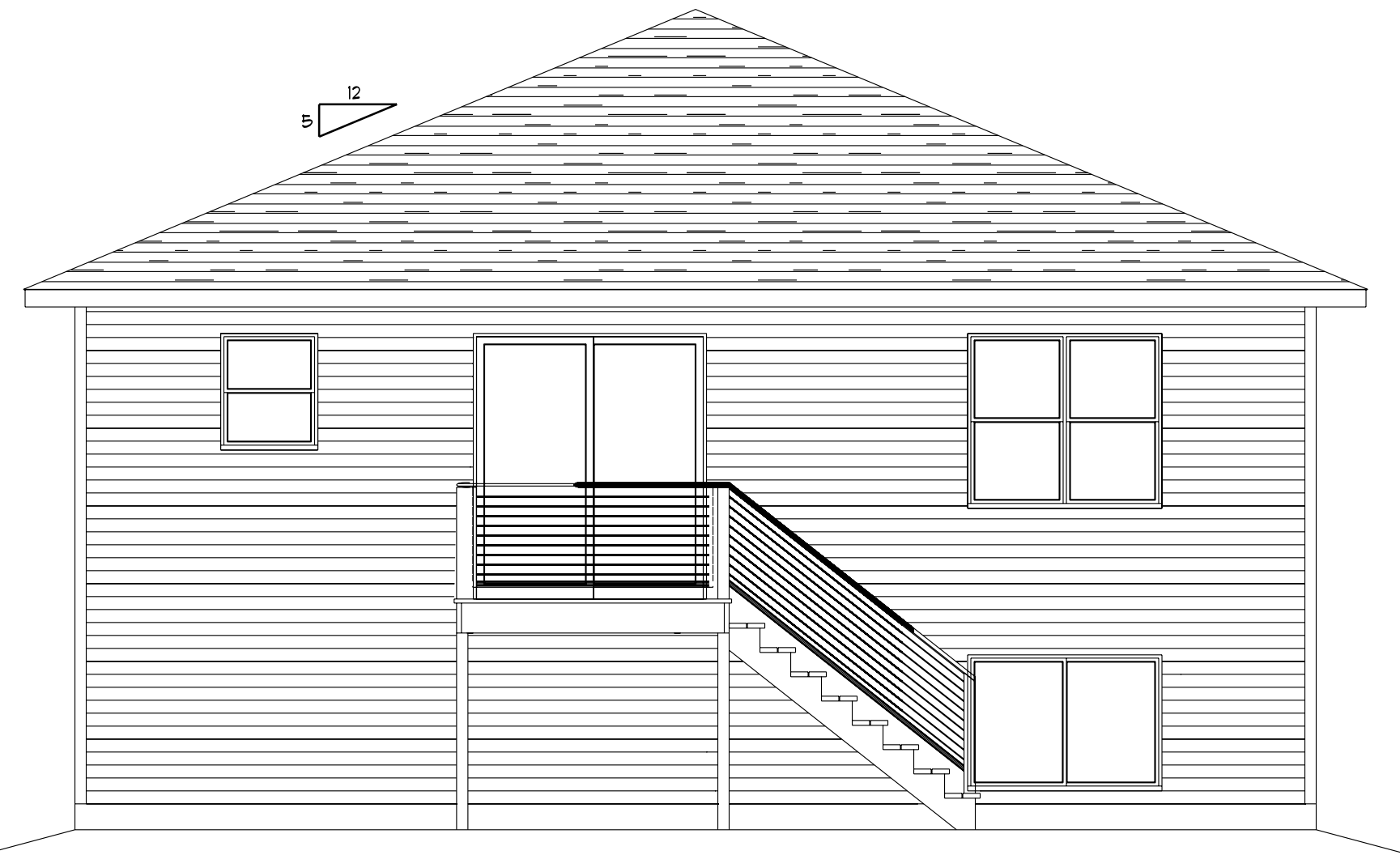
SHEET NUMBER

A2

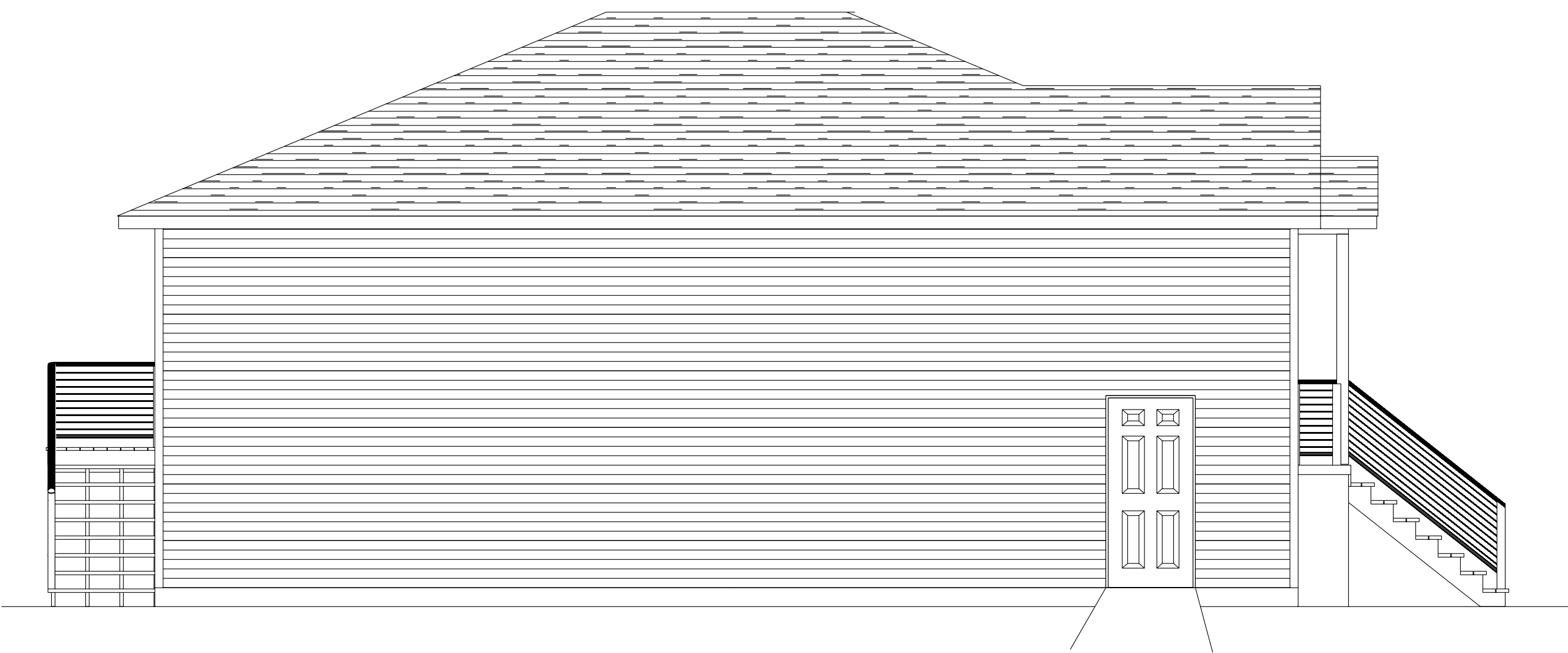




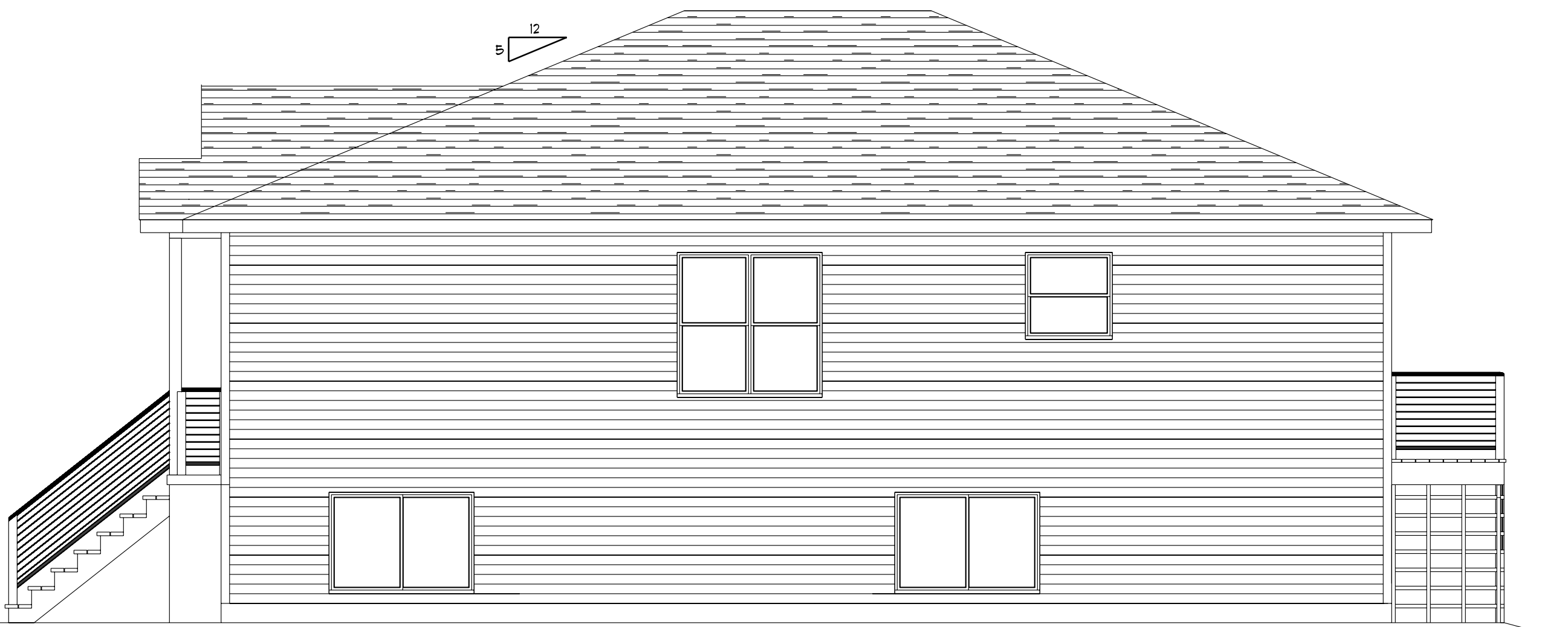
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



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



# 940 RICKY DRIVE

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PROPOSED NEW PROJECT:  
940 RICKY DRIVE

REVISION DATES:

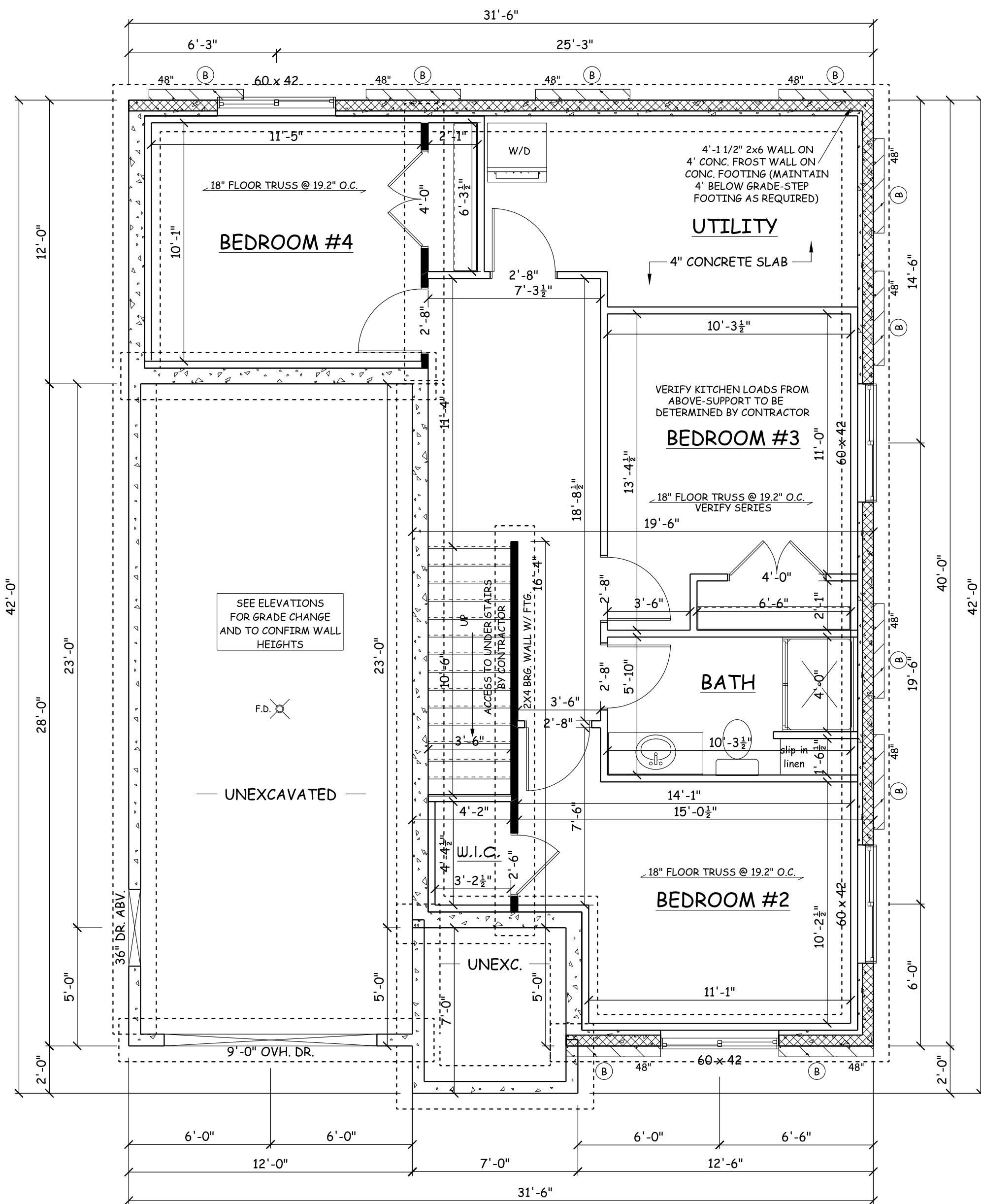
△ 7/26/24  
△  
△  
△  
△  
△  
△

4 Bedroom Home

SHEET NUMBER

A1





### 8' BASEMENT

Windows or Doors to be set in concrete wall make R.O. 3" bigger in width & height.

### FOUNDATION PLAN

NOTE: MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE & SOIL CONDITIONS

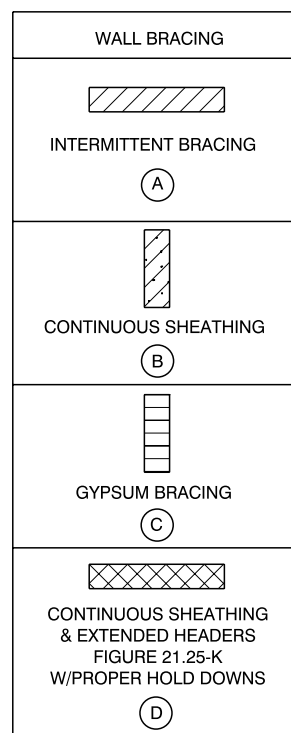
FINISHED LOWER LEVEL- 640 SQ. FT.

#### \*\*GENERAL FOUNDATION PLAN NOTES\*\*

- 1) ALL DIMENSIONS ARE SHOWN TO THE OUTSIDE OF THE FOUNDATION WALLS/BRICK LEDGES
- 2) BASEMENT WALLS SHOWN AS 8" THICK AND 8'-0" TALL UNLESS OTHERWISE NOTED
- 3) FROST WALLS SHOWN AS 6" THICK UNLESS OTHERWISE NOTED
- 4) 7'-9 1/2" INTERIOR WALL HEIGHT UNLESS OTHERWISE NOTED
- 5) WALL THICKNESSES FOR REPRESENTATION ONLY, CONTRACTOR TO VERIFY
- 6) MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
- 7) WINDOWS AND DOORS SET IN CONCRETE WALLS, ADJUST R.O. 3" BIGGER IN WIDTH & HEIGHT

### LOWER LEVEL

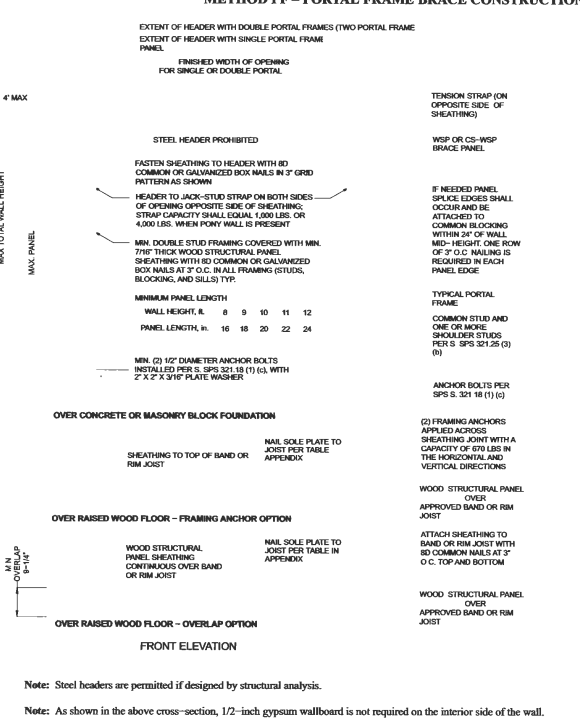
SCALE: 1/4" = 1'-0"



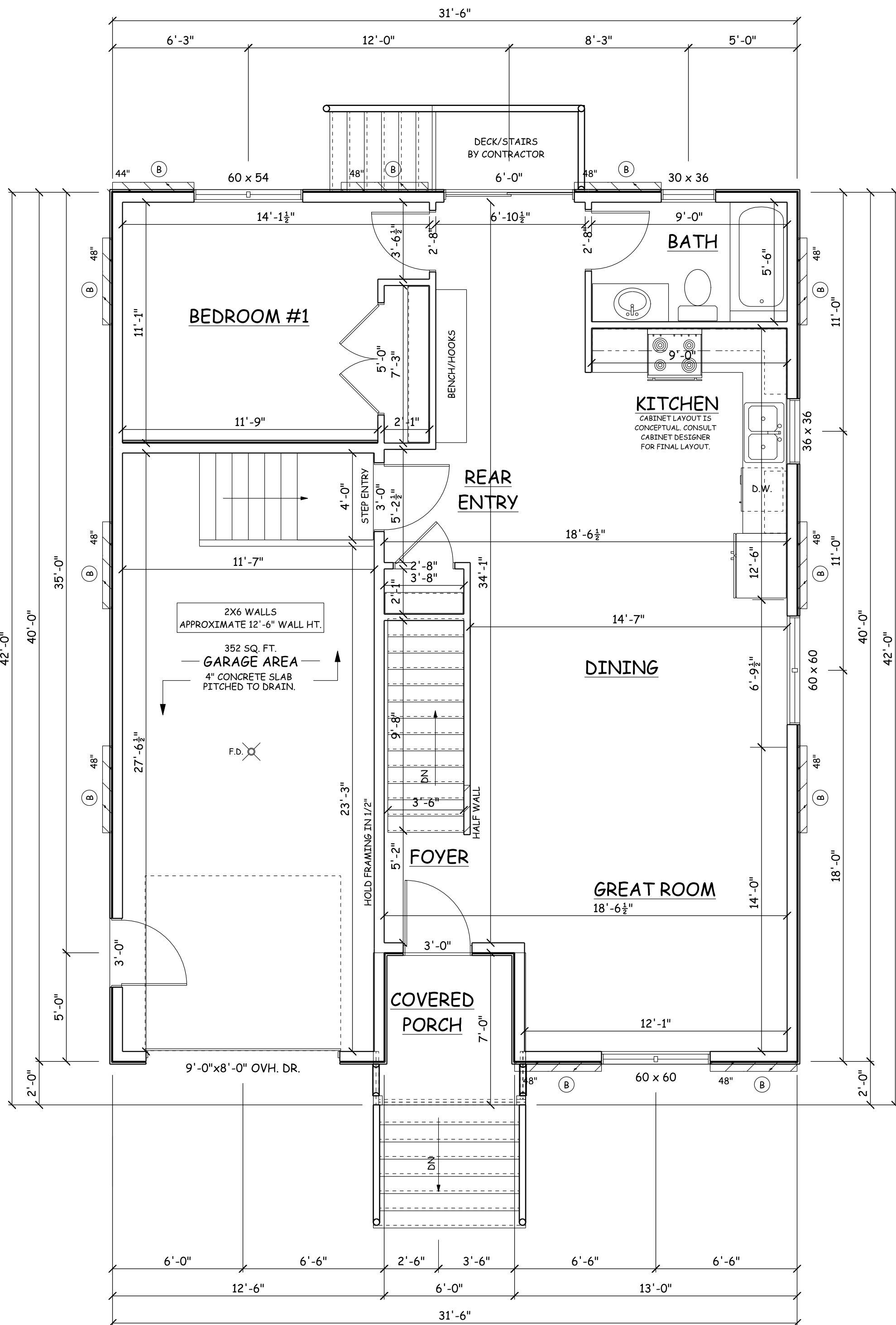
### WALL BRACING

SCALE: 1" = 5'-0"

Figure 701.25-A  
METHOD PF - PORTAL FRAME BRACK CONSTRUCTION



Note: These bracing are intended for temporary structural support.  
Note: All bracing is to be shown on the exterior side of the wall.



### FIRST FLOOR PLAN

8'-1 1/8" WALL HGT.

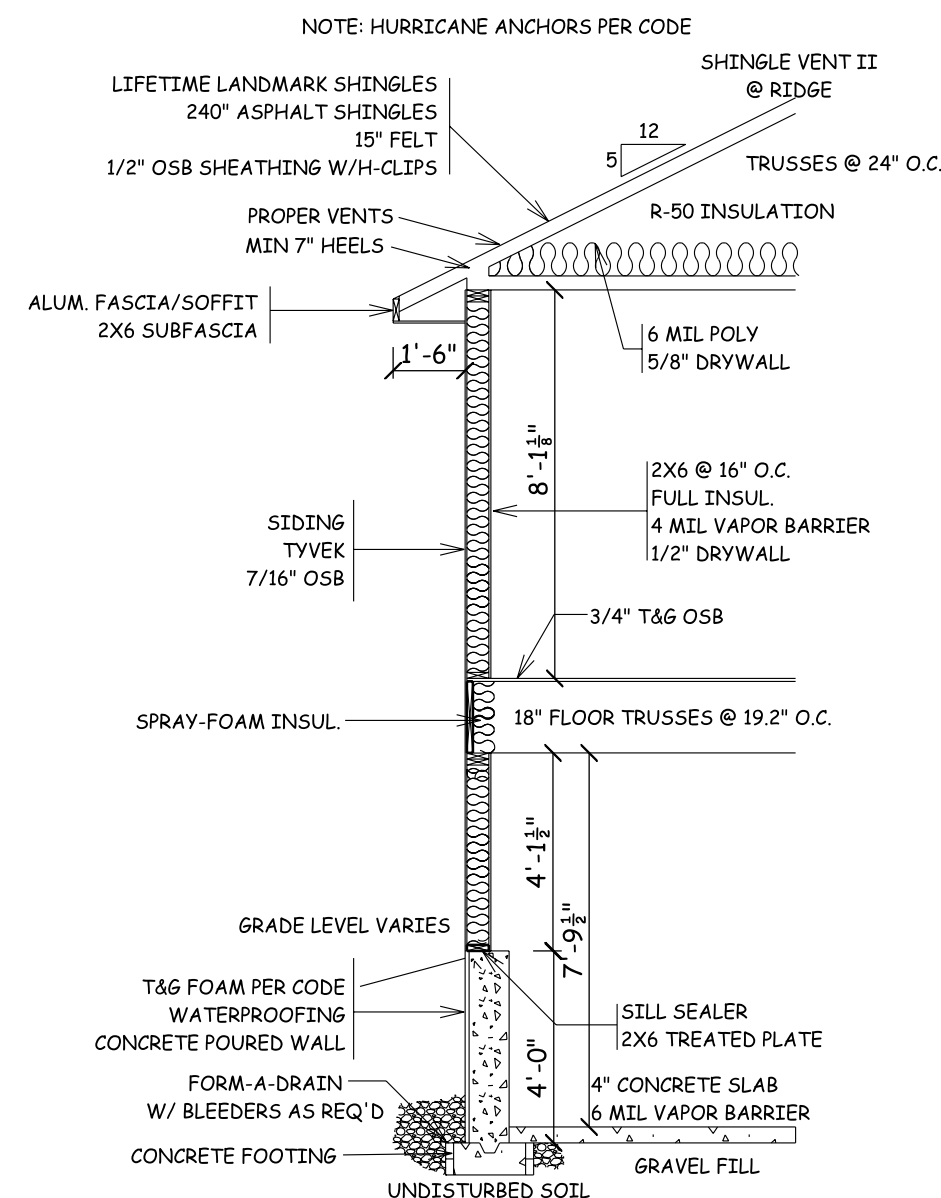
MAIN FLOOR- 849 SQ. FT.  
FINISHED LOWER LEVEL- 449 SQ. FT.  
TOTAL- 1298 SQ. FT.

#### \*\*CONSTRUCTION NOTES\*\*

- 1) ALL WINDOWS AT 6'-10" WINDOW HEADER HEIGHT U.O.N.
- 2) ALL POCKET DOORS IN 2X4 WALLS
- 3) STD. HEADERS (2) 2X10 HEM-FIR #1
- 4) ALL DIMENSIONS SHOWN ARE FACE TO FACE STUD.
- 5) FIRE SEPARATION MUST BE PROVIDED BETWEEN THE HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- 6) A MIN. (2) SHOULDER STUDS FOR ANY OPENING 6'-0" OR GREATER
- 7) BUILDER RESPONSIBLE TO TRANSFER POINT LOADS THROUGH FLOOR SYSTEM WITH SOLID BLOCKING DOWN TO THE FOUNDATION WALLS OR BEARING BELOW
- 8) EXTERIOR WALLS ARE NOT SHOWN TO ACCOMMODATE FOAM, ALL FOAM MODIFICATIONS BY CONTRACTOR/SUPPLIER
- 9) FRAMER TO REFERENCE TRUSS LAYOUT PLANS FOR EXACT LOCATIONS
- 10) WINDOW SUPPLIER TO VERIFY ALL SAFETY GLASS LOCATIONS PER CODE

### MAIN FLOOR

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

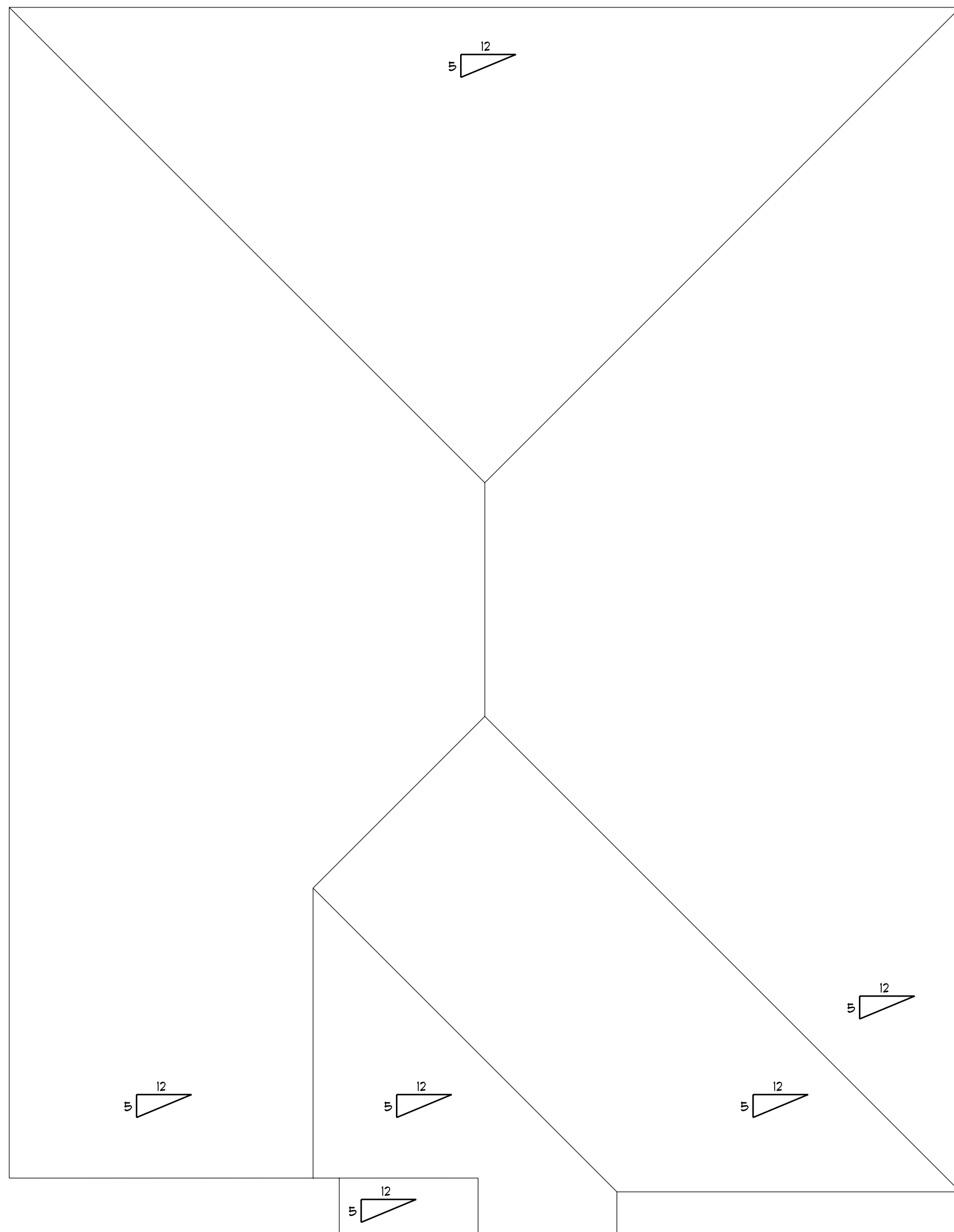


### TYPICAL WALL DETAIL

ACTUAL DETAILS MAY VARY  
RESPONSIBILITY OF CONTRACTOR

### SECTION

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



### ROOF PLAN

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

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PROPOSED NEW PROJECT:  
**940 RICKY DRIVE**

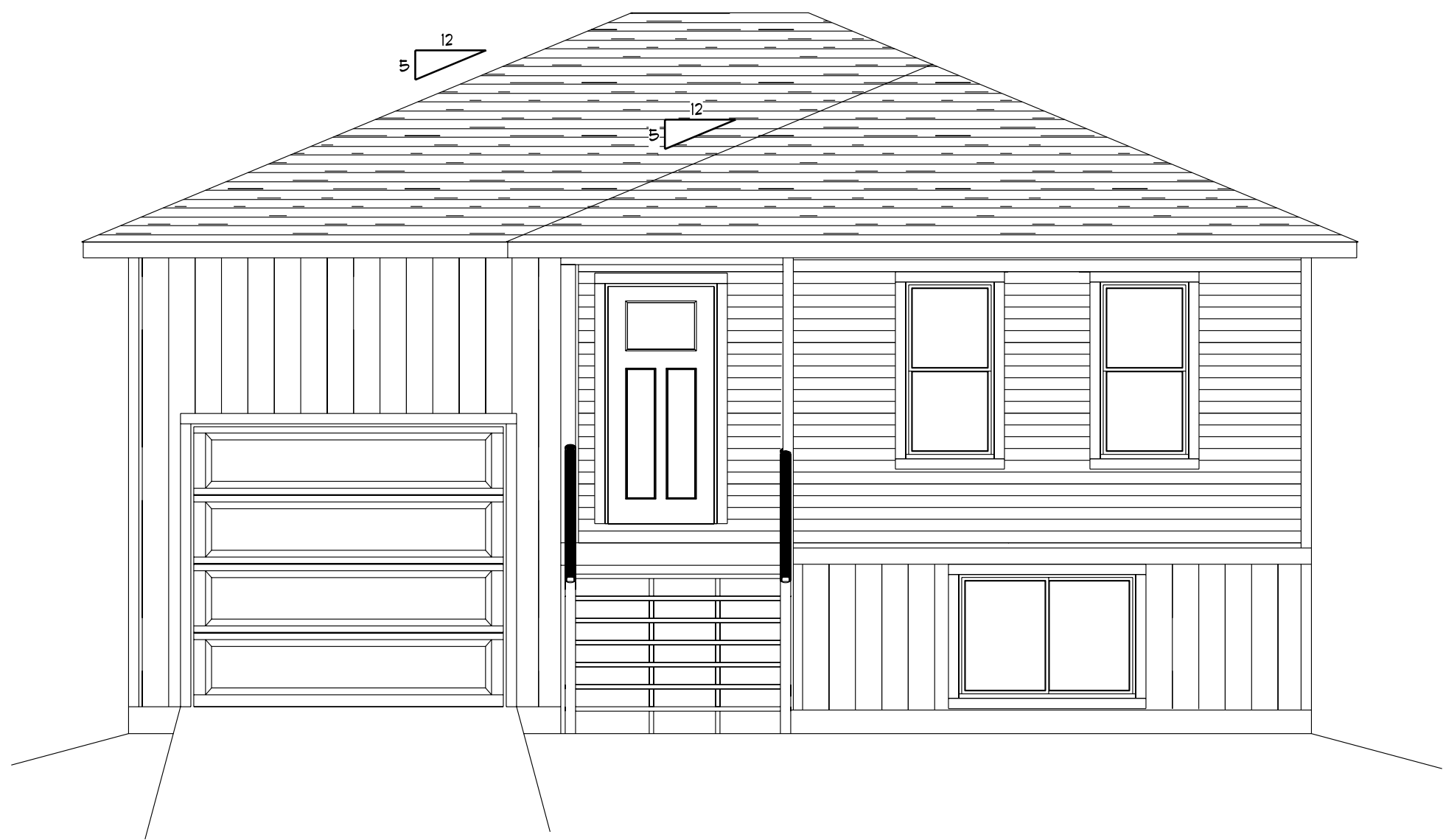
REVISION DATES:  
7/26/24

4 Bedroom Home

SHEET NUMBER

A2

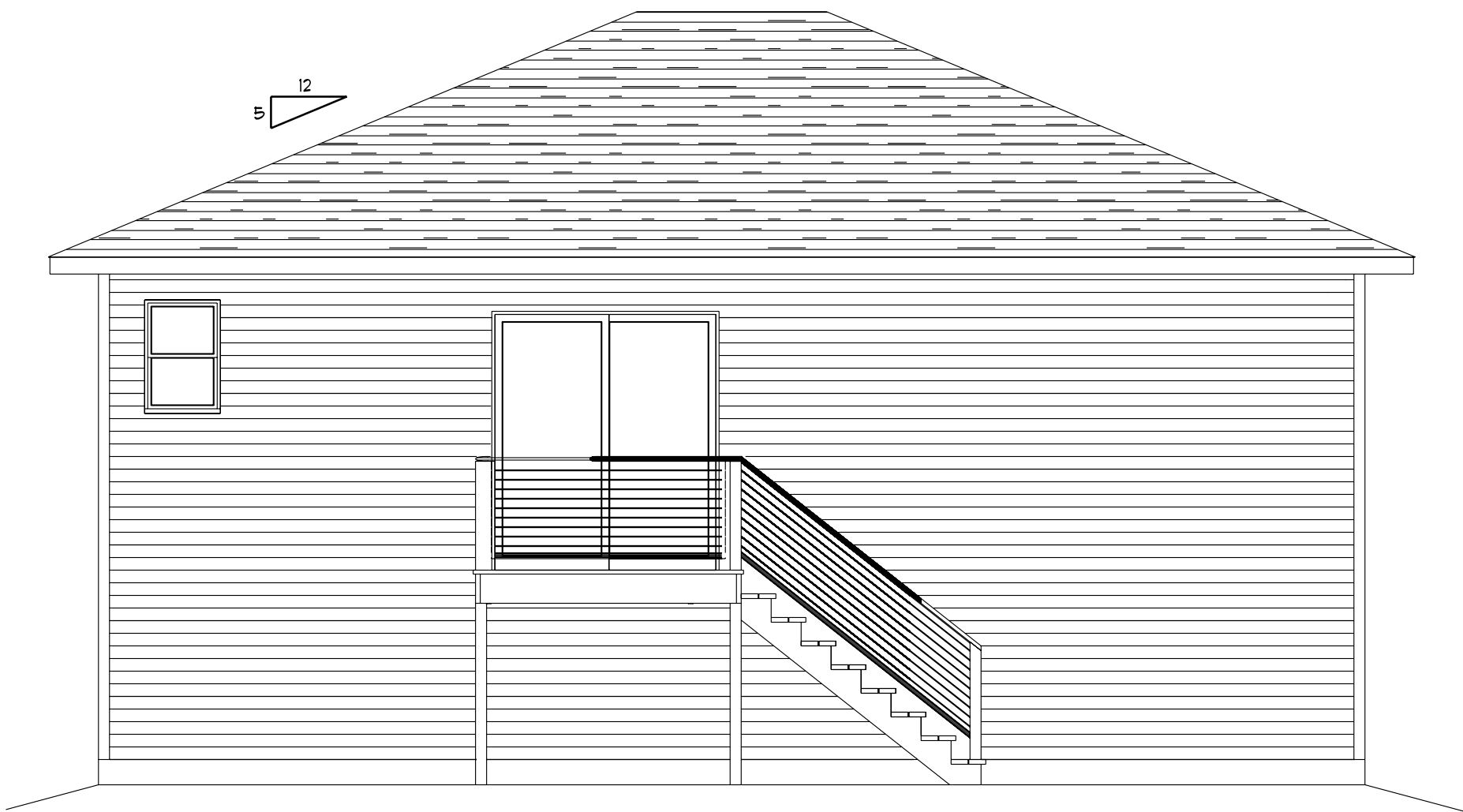




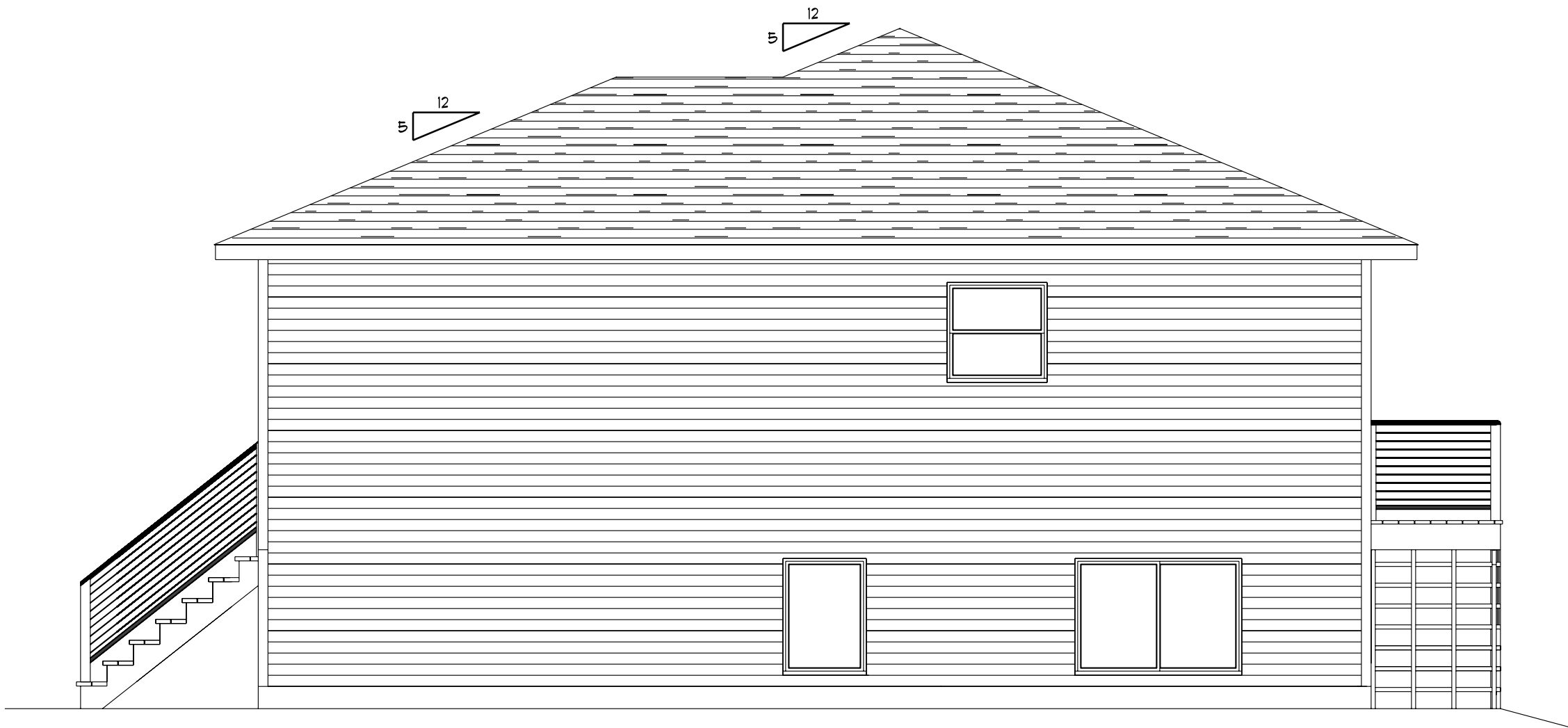
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



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



# 2042 RICHMOND STREET

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PROPOSED NEW PROJECT:  
2042 RICHMOND STREET

REVISION DATES:

△ 7/26/24  
△  
△  
△  
△  
△  
△

2 Bedroom Home

SHEET NUMBER

A1

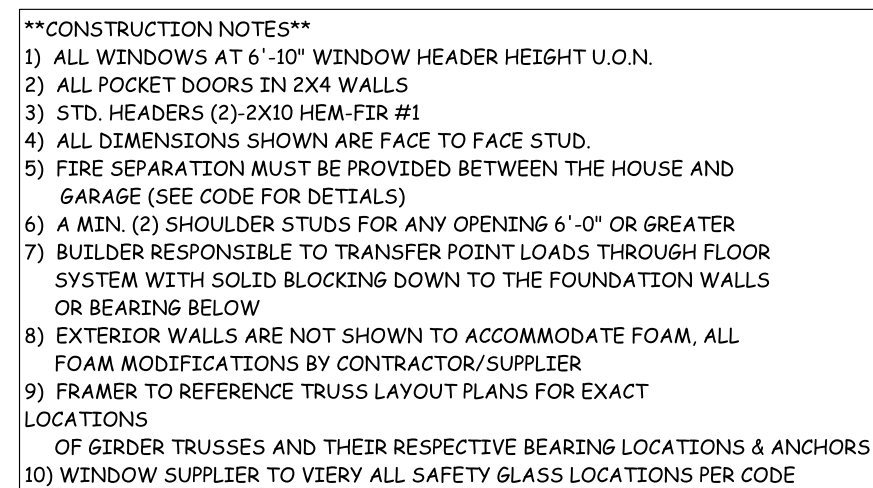


GENERAL NOTES:



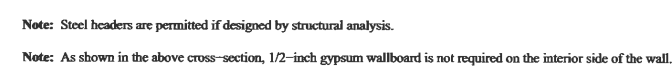
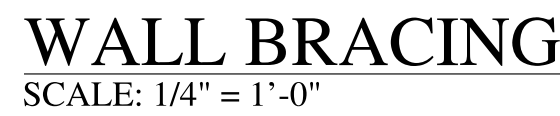
**PROPOSED NEW PROJECT:**

A2

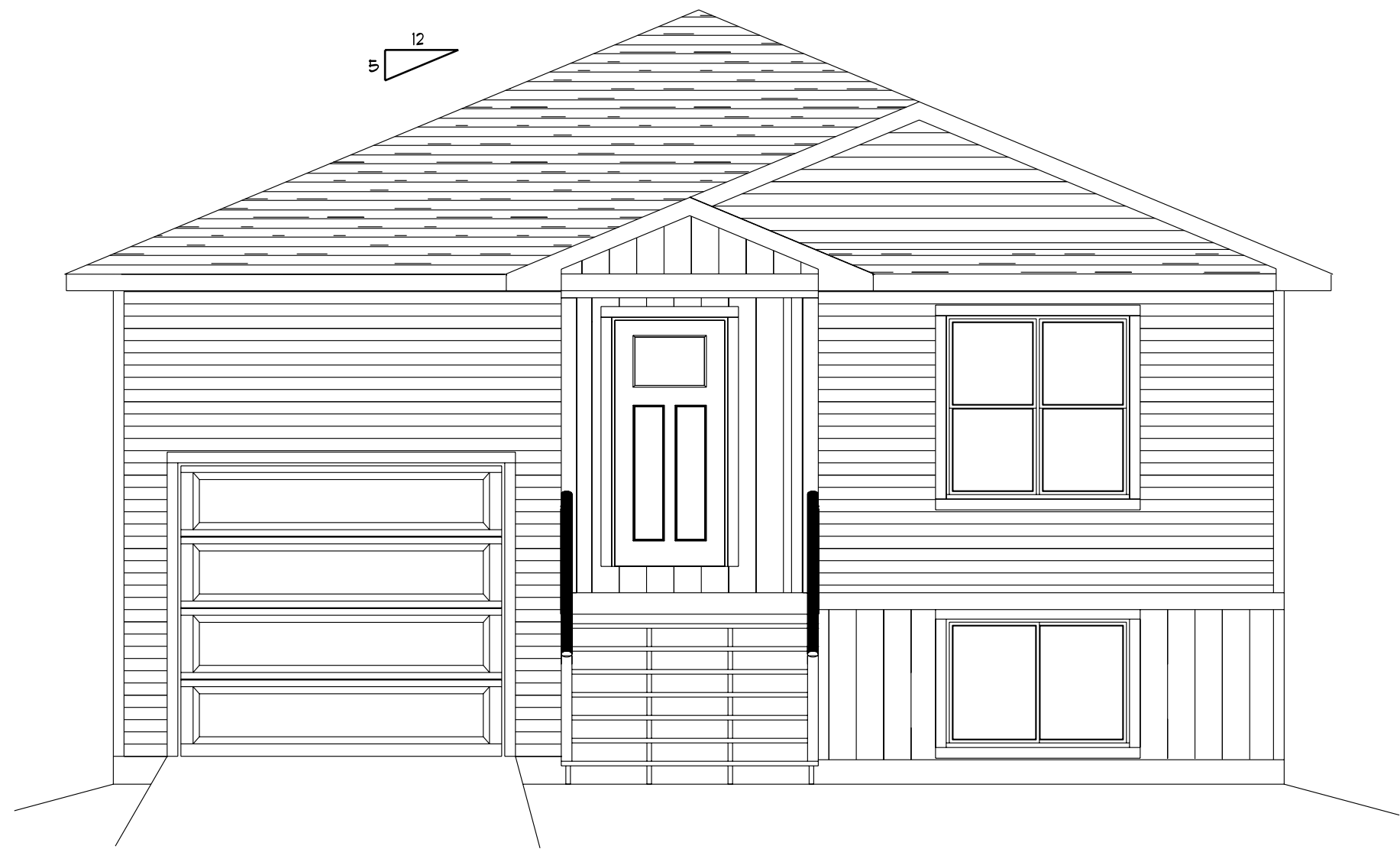


# ROOF PLAN

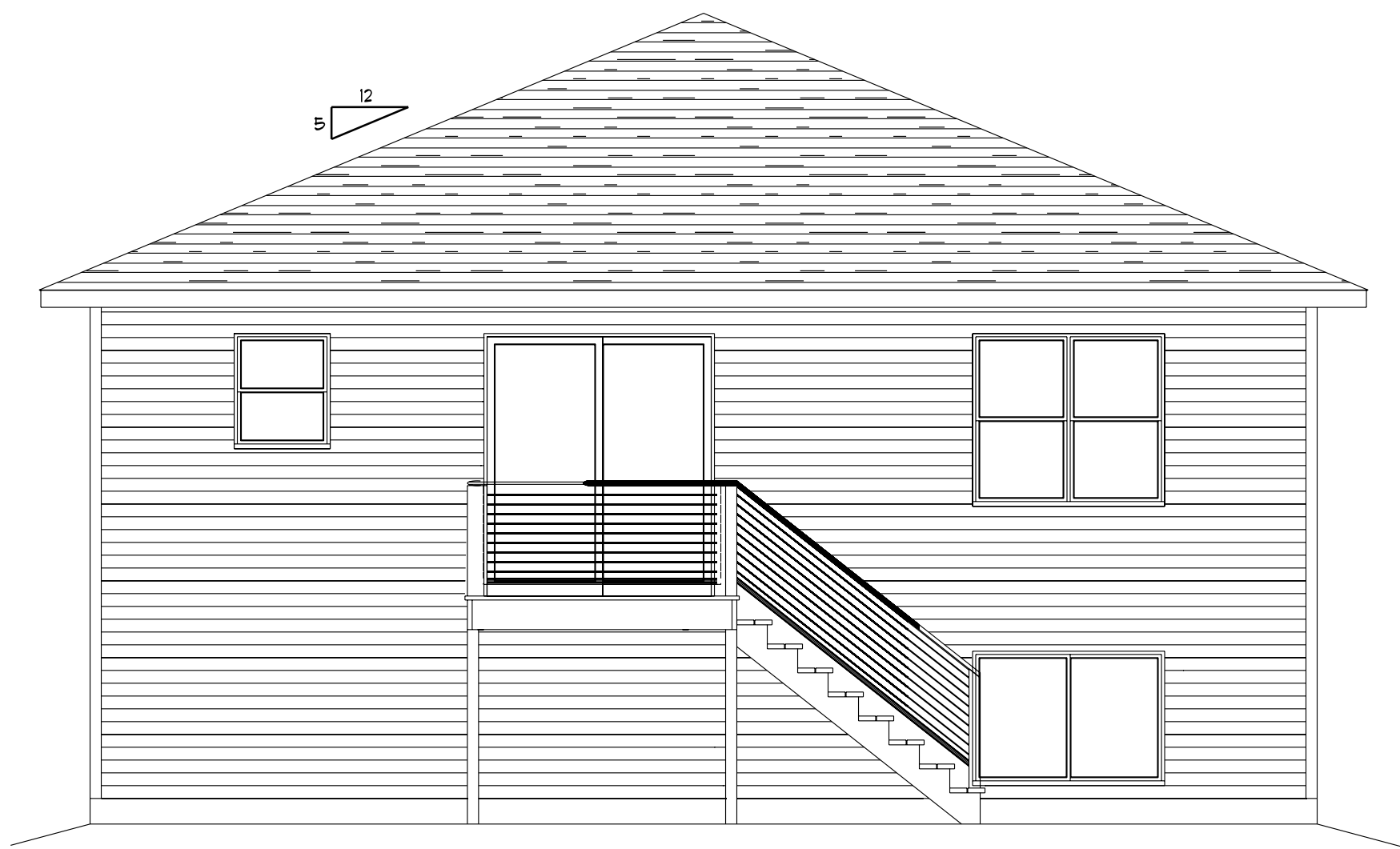
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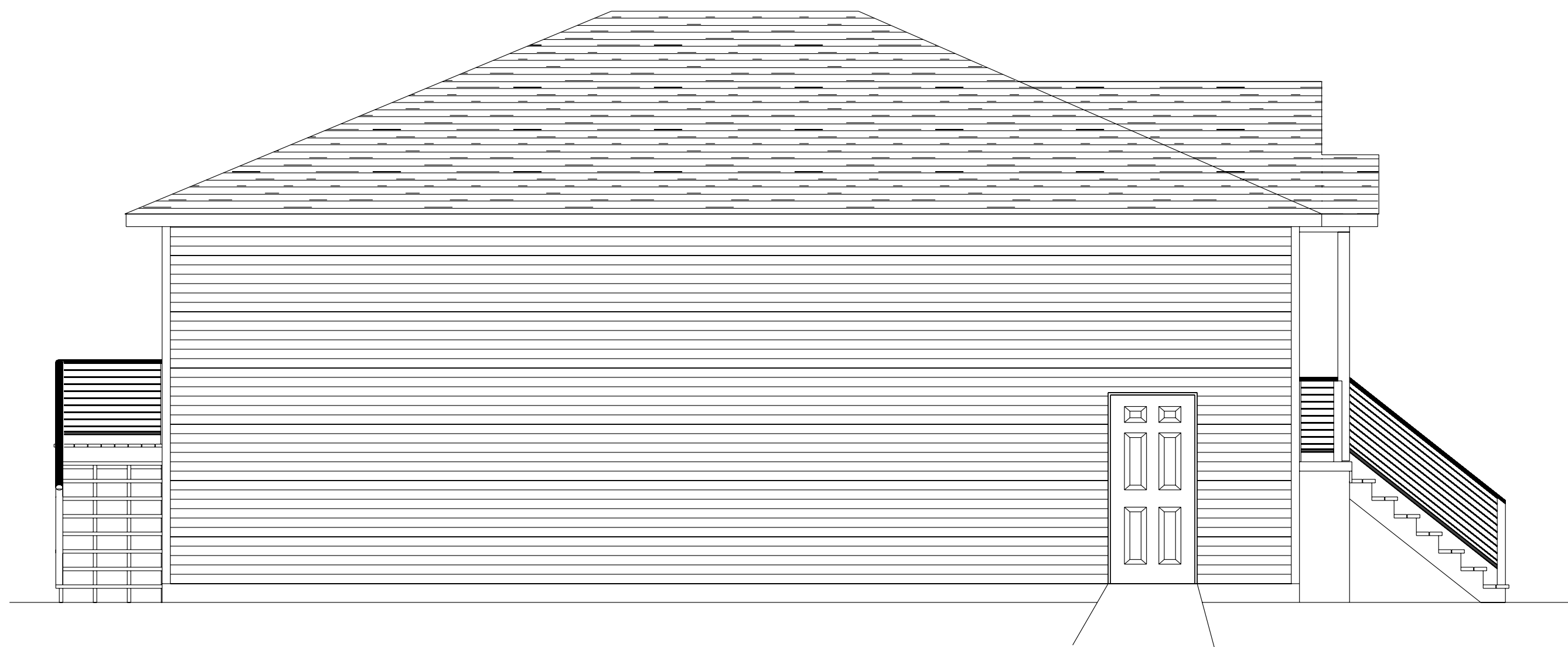




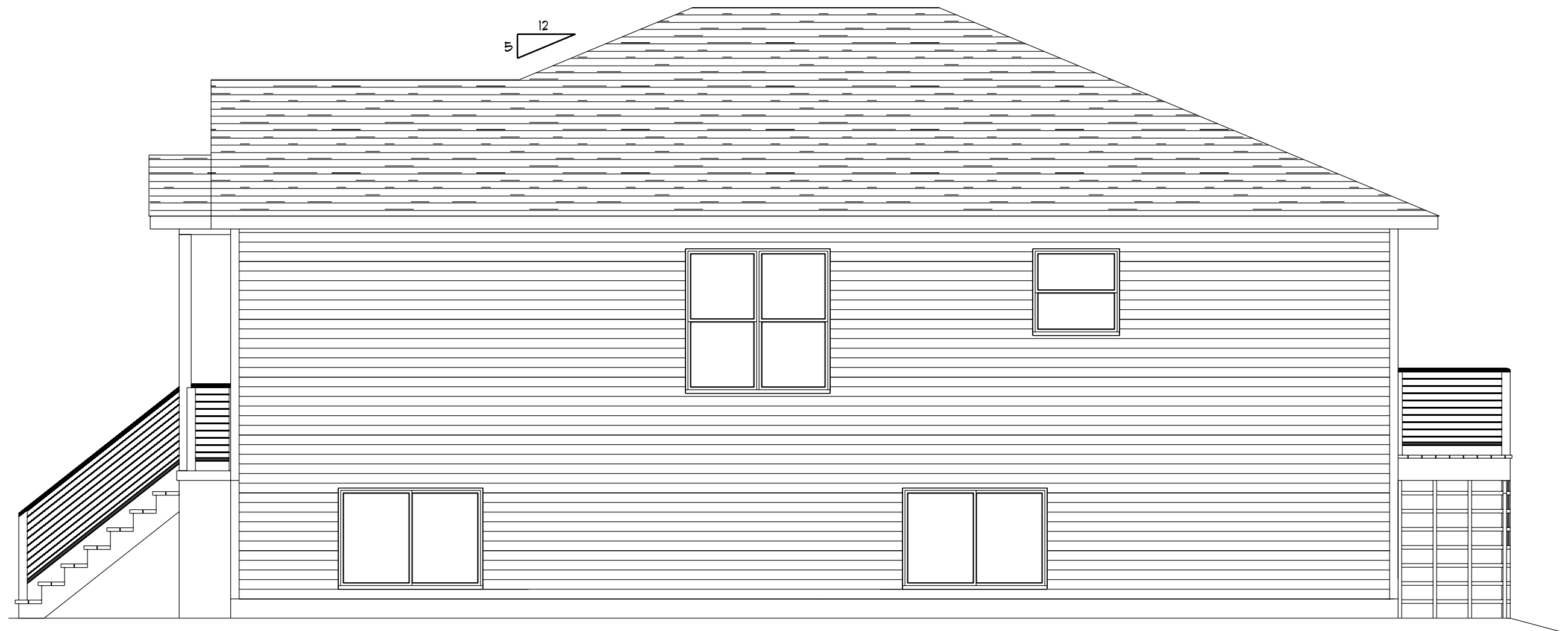
**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



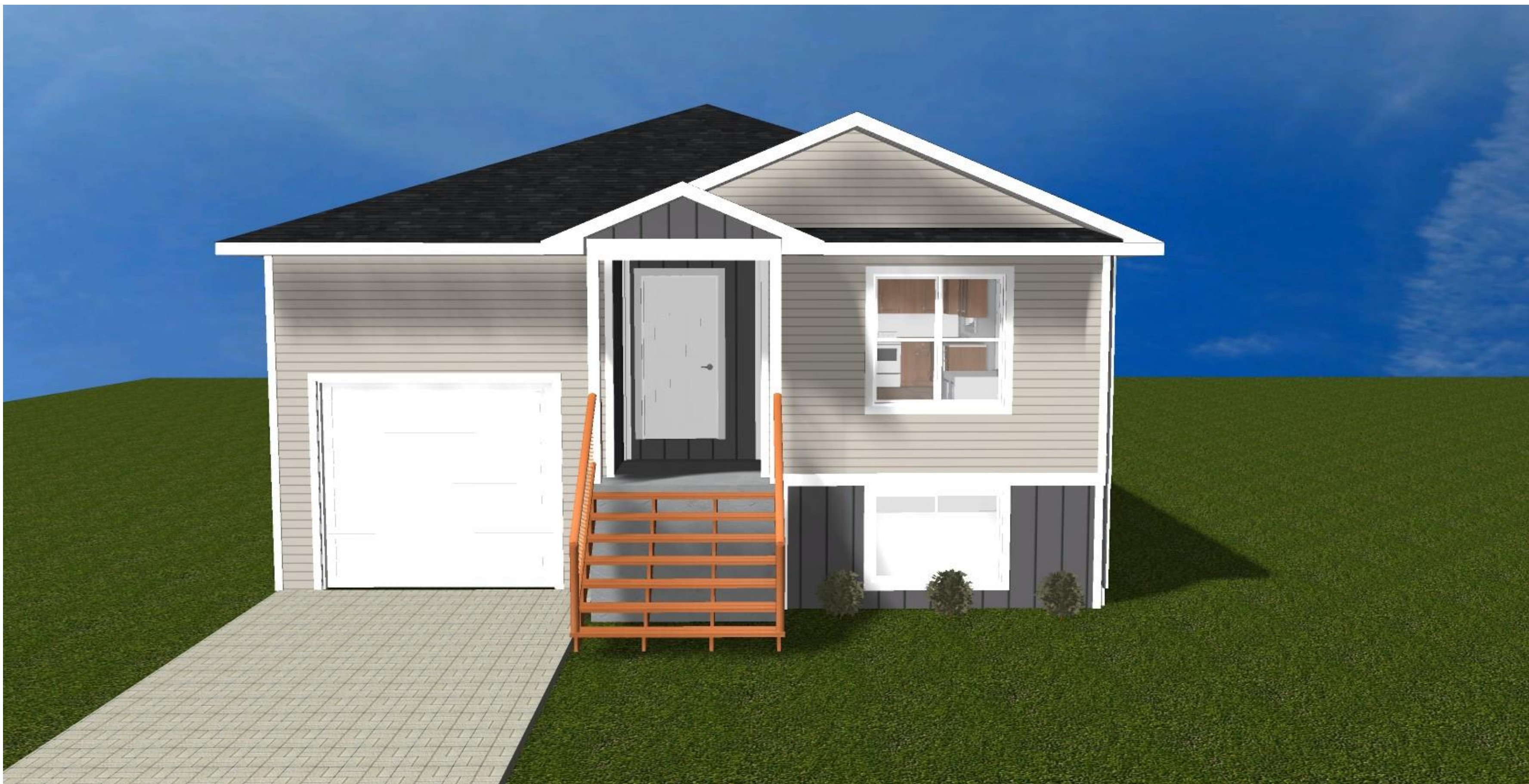
**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



**LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"



**RIGHT ELEVATION**  
SCALE: 1/4" = 1'-0"



# 2046 RICHMOND STREET

☐ PRELIMINARY  
DESIGN CONCEPT ONLY

☐ PRELIM BID  
NOT FOR CONSTRUCTION  
REVIEW PLAN BEFORE PRICING

☐ BID PLAN  
NOT FOR CONSTRUCTION  
ONLY FOR PRICING

☒ FINAL PLAN  
VERIFY PLAN DATE WITH ALL  
CONTRACTORS PRIOR TO  
CONSTRUCTION

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HAS BEEN MADE IN PREPARING  
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THEM FOR ACCURACY,  
THE CONTRACTOR MUST  
CHECK ALL DETAILS AND  
DIMENSIONS AND BE  
RESPONSIBLE FOR THE SAME.  
ANY DISCREPANCIES MUST  
BE BROUGHT TO THE ATTENTION  
OF THE DESIGNER.

GENERAL NOTES:



NICOLE EVERS  
450 HIGH ST. STE. 5A  
WRIGHTSTOWN, WI 54180  
(920) 419-7326

EVERAFTERDESIGNREALTY@GMAIL.COM

PROPOSED NEW PROJECT:  
2046 RICHMOND STREET

REVISION DATES:

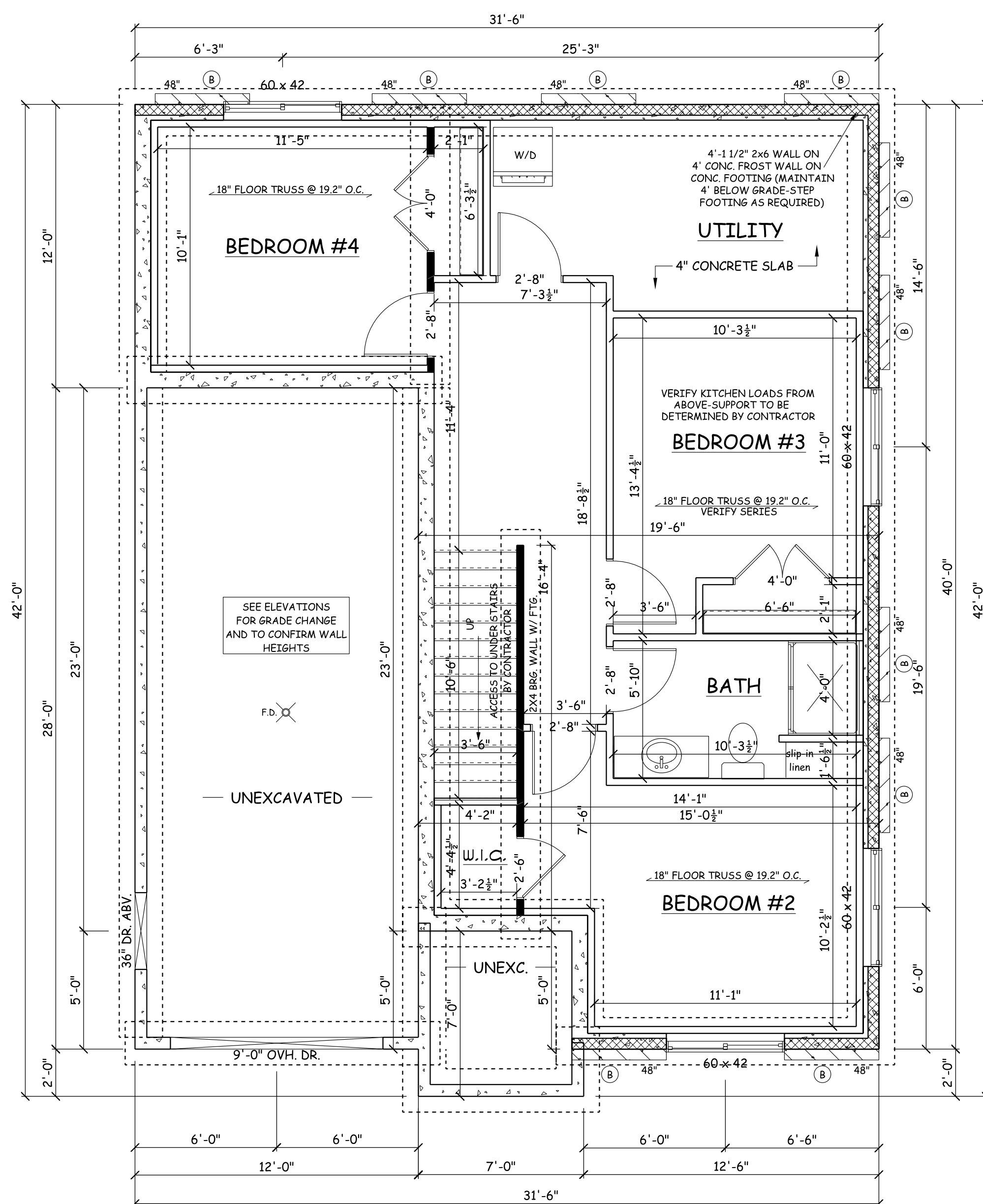
△ 7/26/24  
△  
△  
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△

4 Bedroom Home

SHEET NUMBER

A1





8' BASEMENT

Windows or Doors to be set in concrete wall  
make R.O. 3" bigger in width & height.

## FOUNDATION PLAN

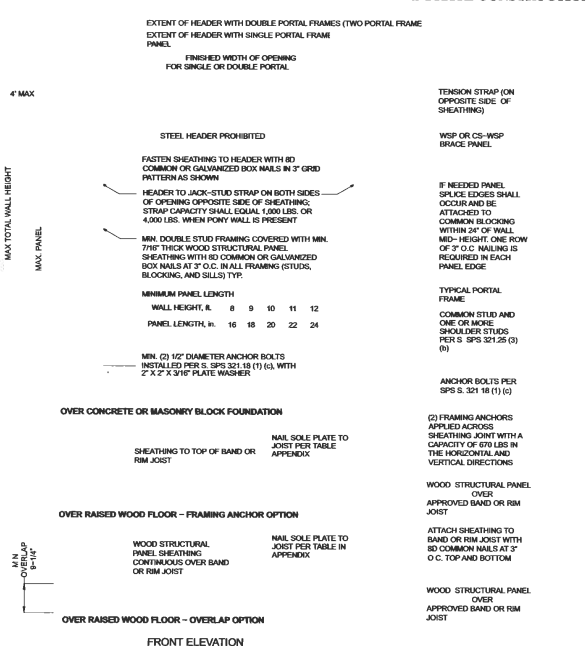
NOTE: MASON TO LOCATE PILASTERS AND SIZE  
FOOTINGS PER CODE & SOIL CONDITIONS

FINISHED LOWER LEVEL- 640 SQ. FT.

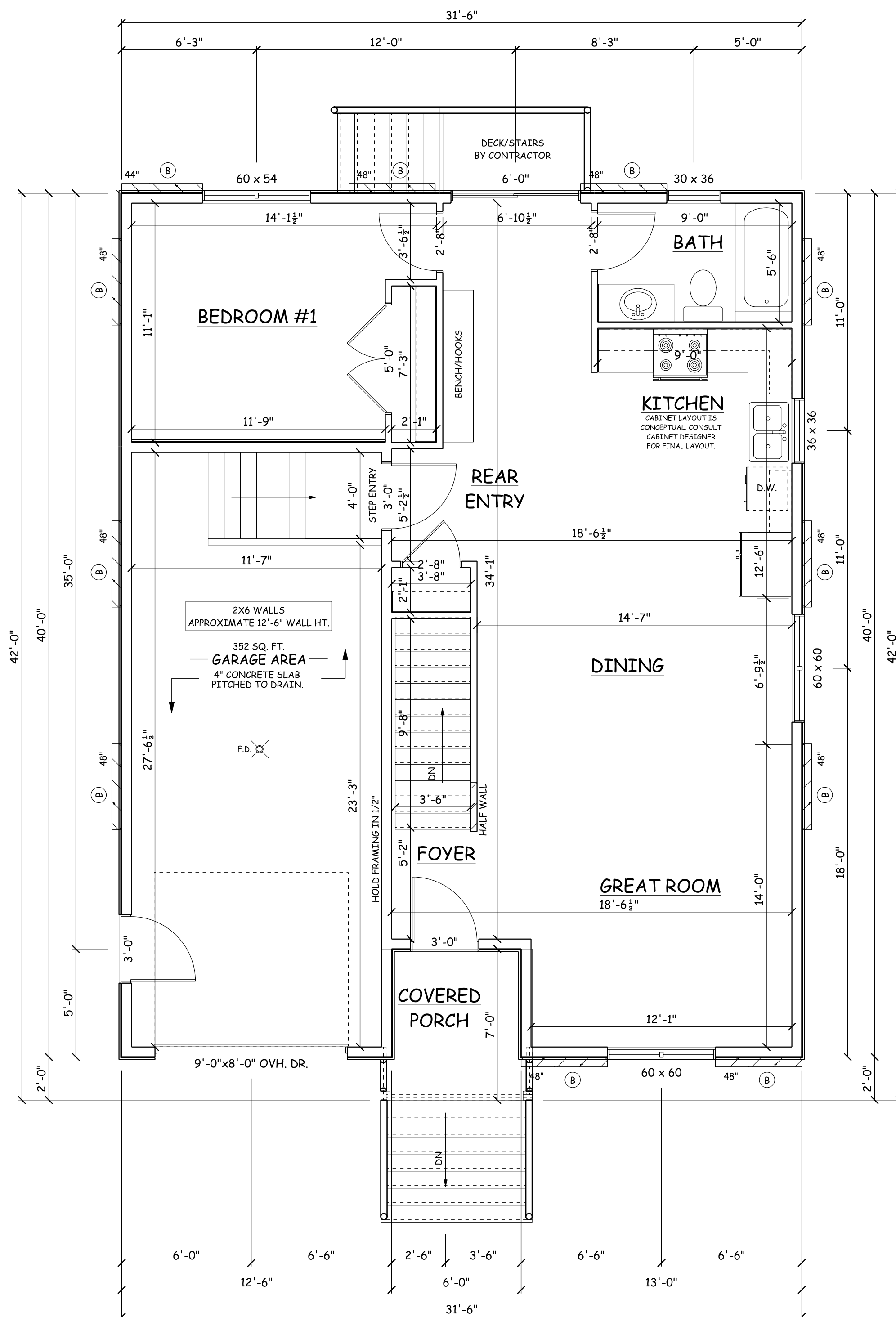
**\*\*GENERAL FOUNDATION PLAN NOTES\*\***

- 1) ALL DIMENSIONS ARE SHOWN TO THE OUTSIDE OF THE FOUNDATION WALLS/BRICK LEDGES
- 2) BASEMENT WALLS SHOWN AS 8" THICK AND 8'-0" TALL UNLESS OTHERWISE NOTED
- 3) FROST WALLS SHOWN AS 6" THICK UNLESS OTHERWISE NOTED
- 4) 7'-9 1/2" INTERIOR WALL HEIGHT UNLESS OTHERWISE NOTED
- 5) WALL THICKNESSES FOR REPRESENTATION ONLY, CONTRACTOR TO VERIFY
- 6) MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
- 7) WINDOWS AND DOORS SET IN CONCRETE WALLS, ADJUST R.O. 3" BIGGER IN WIDTH & HEIGHT

---



**Note:** Steel headers are permitted if designed by structural analysis.



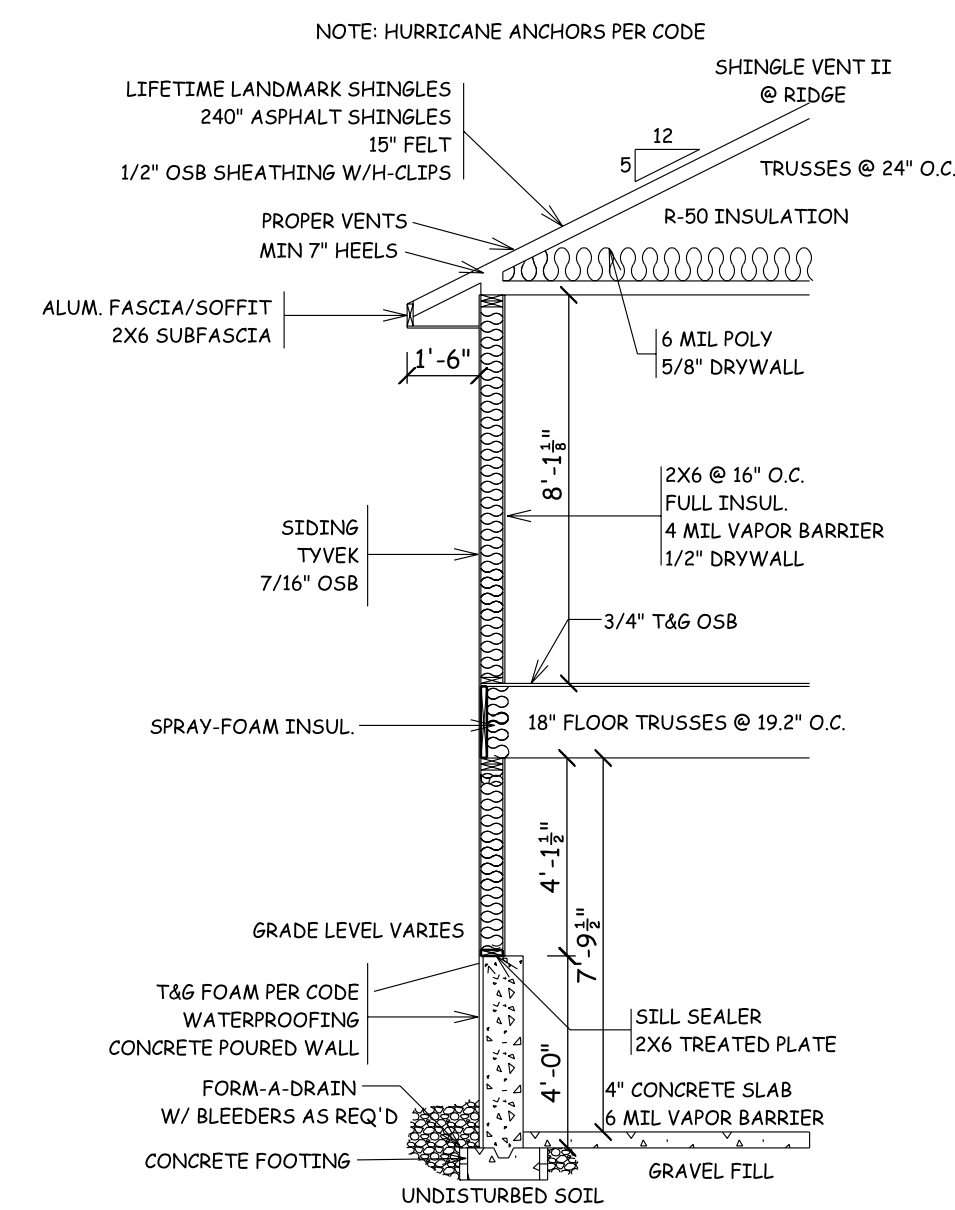
FIRST  
FLOOR PLAN

8'-1 1/8" WALL HGT.

|                                   |
|-----------------------------------|
| MAIN FLOOR- 845 SQ. FT.           |
| FINISHED LOWER LEVEL- 445 SQ. FT. |
| TOTAL- 1,290 SQ. FT.              |

**\*\*CONSTRUCTION NOTES\*\***

- 1) ALL WINDOWS AT 6'-10" WINDOW HEADER HEIGHT U.O.N.
- 2) ALL POCKET DOORS IN 2X4 WALLS
- 3) STD. HEADERS (2)-2X10 HEADR. WITH #1 ALL DIMENSIONS SHOWN ARE FACE TO FACE STUD.
- 5) FIRE SEPARATION MUST BE PROVIDED BETWEEN THE HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- 6) EX. MIN. (2) 50# RAD. RES. GLASS FOR OPENING 6'-0" OR GREATER
- 7) BUILDER RESPONSIBLE TO TRANSFER POINT LOADS THROUGH FLOOR SYSTEM WITH SOLID BLOCKING DOWN TO THE FOUNDATION WALLS OR BEARING BELOW
- 8) EXTERIOR WALL 5'-0" NOT SHOWN TO ACCOMMODATE FOAM, ALL FOAM MODIFICATIONS BY CONTRACTOR/SUPPLIER
- 9) FRAMER TO REFERENCE TRUSS LAYOUT PLANS FOR EXACT LOCATIONS
- 10) OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING LOCATIONS & ANCHORS
- 11) WINDOW SUPPLIER TO VERIFY ALL SAFETY GLASS LOCATIONS PER CODE

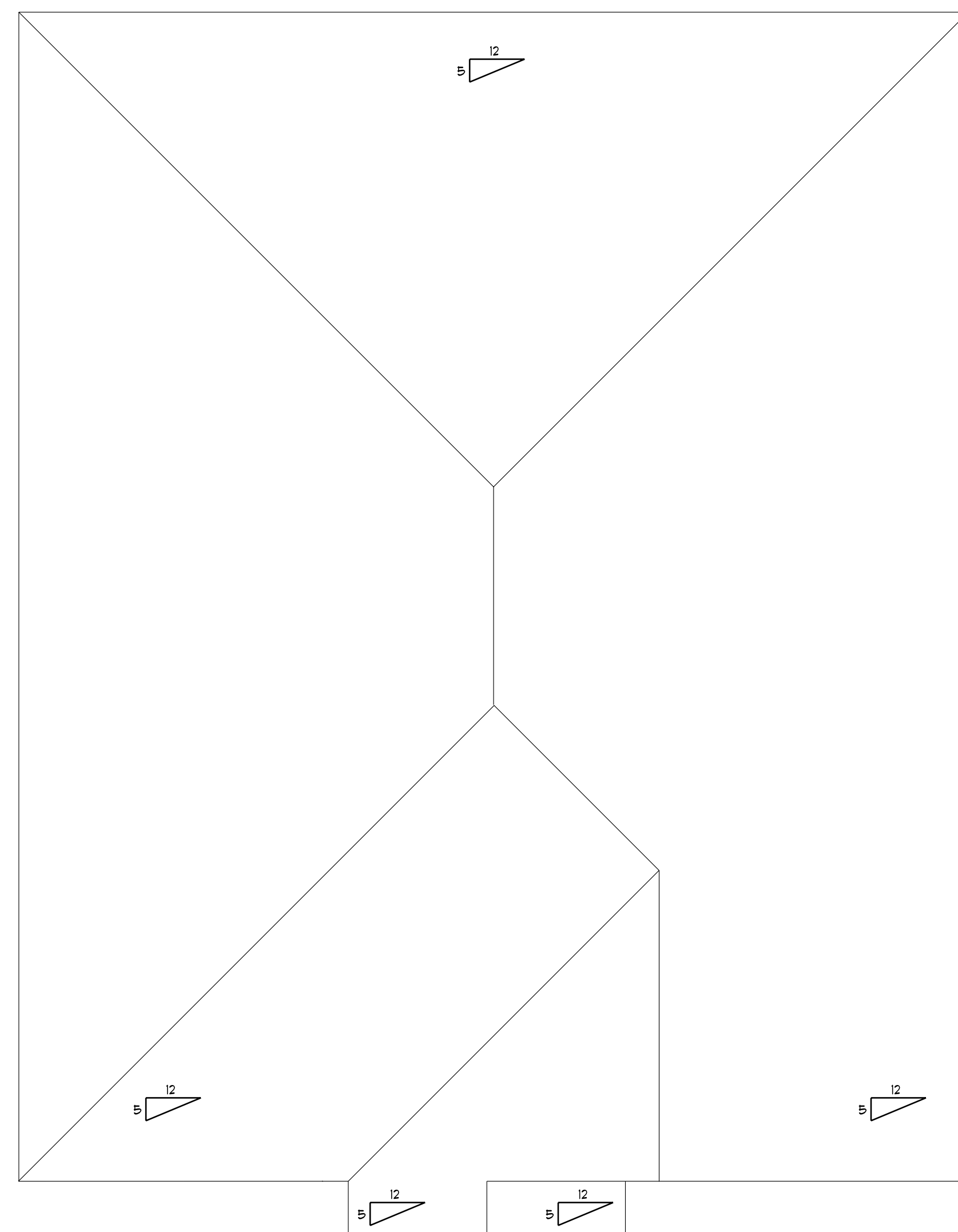


### TYPICAL WALL DETAIL

ACTUAL DETAILS MAY VARY  
RESPONSIBILITY OF CONTRACTOR

## SECTION

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



## ROOF PLAN

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

|                                     |                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <b>PRELIMINARY</b><br><i>DESIGN CONCEPT ONLY</i>                                                |
| <input type="checkbox"/>            | <b>PRELIM BID</b><br><i>NOT FOR CONSTRUCTION<br/>REVIEW PLAN BEFORE PRICING</i>                 |
| <input type="checkbox"/>            | <b>BID PLAN</b><br><i>NOT FOR CONSTRUCTION<br/>ONLY FOR PRICING</i>                             |
| <input checked="" type="checkbox"/> | <b>FINAL PLAN</b><br><i>VERIFY PLAN DATE WITH ALL<br/>CONTRACTORS PRIOR TO<br/>CONSTRUCTION</i> |

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GENERAL NOTES



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Design LLC

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PROPOSED NEW PROJECT:  
2046 RICHMOND STREET

REVISION DATES

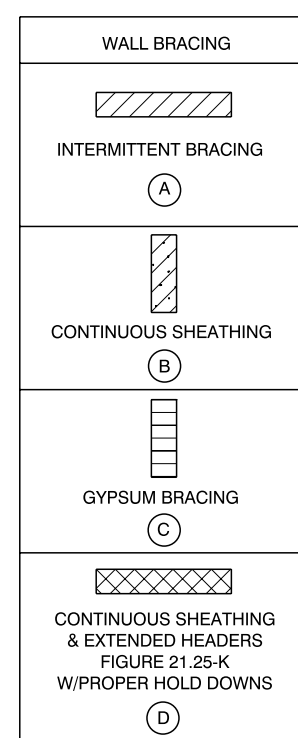
7/26/24

1  
 2  
 3  
 4  
 5  
 6  
 7

4 Bedroom Home

SHEET NUMBER

A2



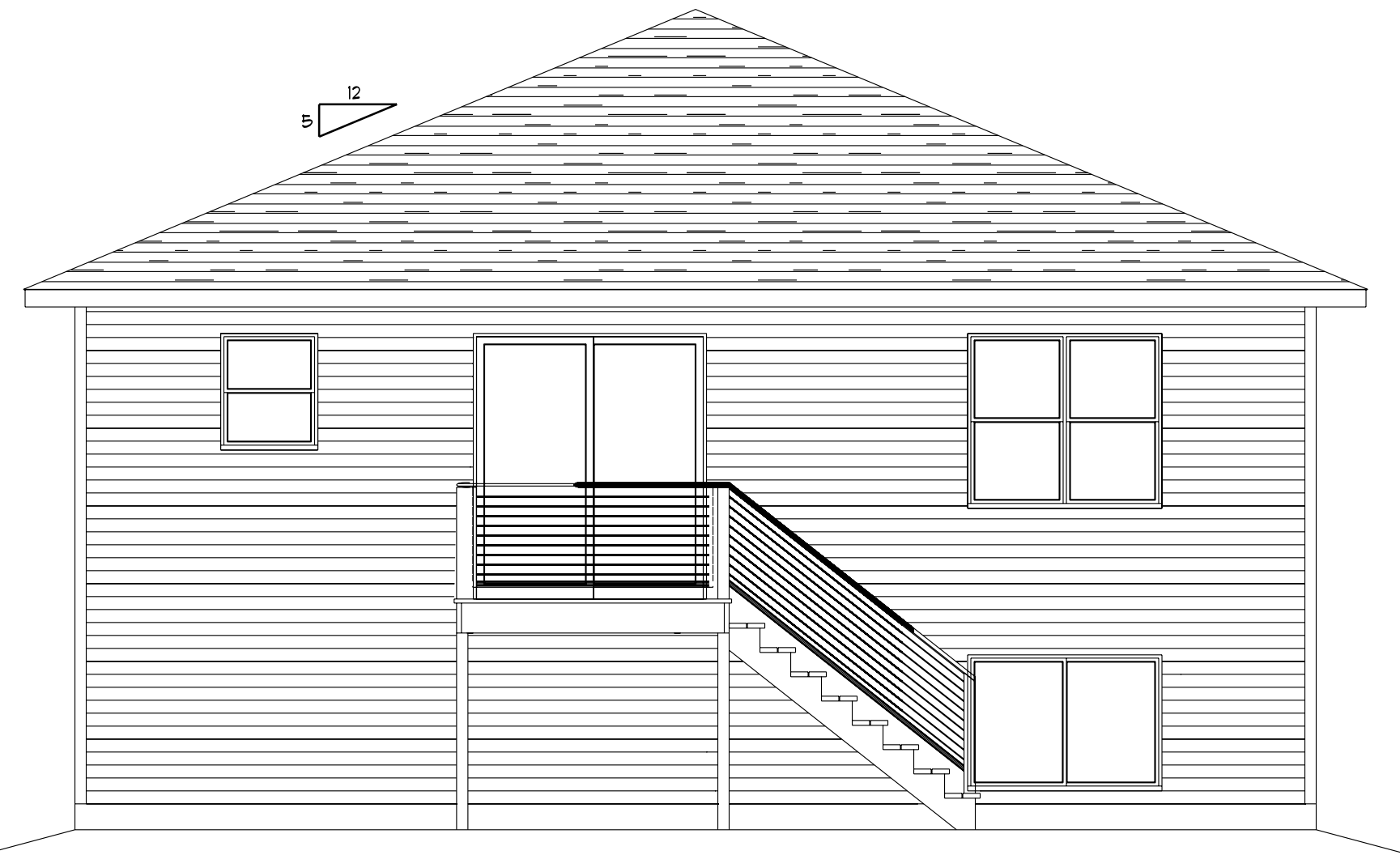
## WALL BRACING

SCALE: 1" = 5'-0"

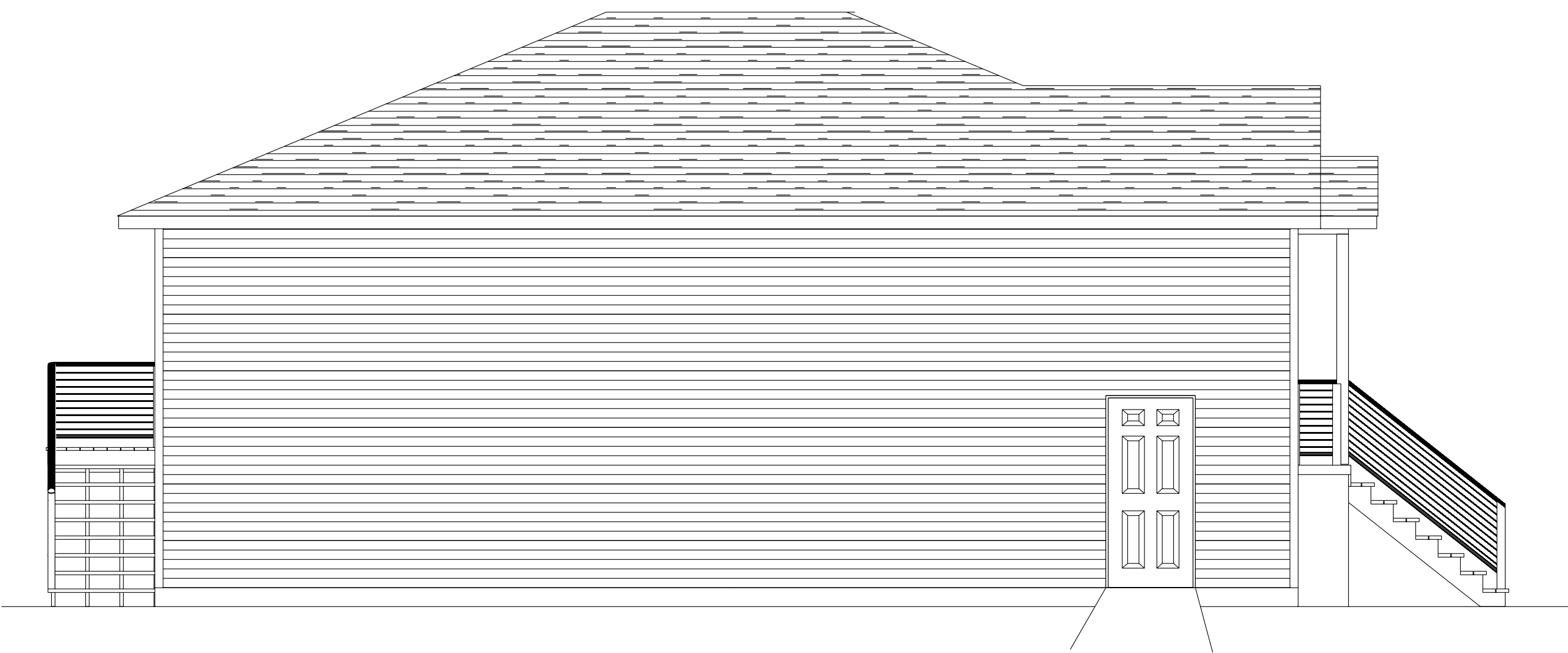




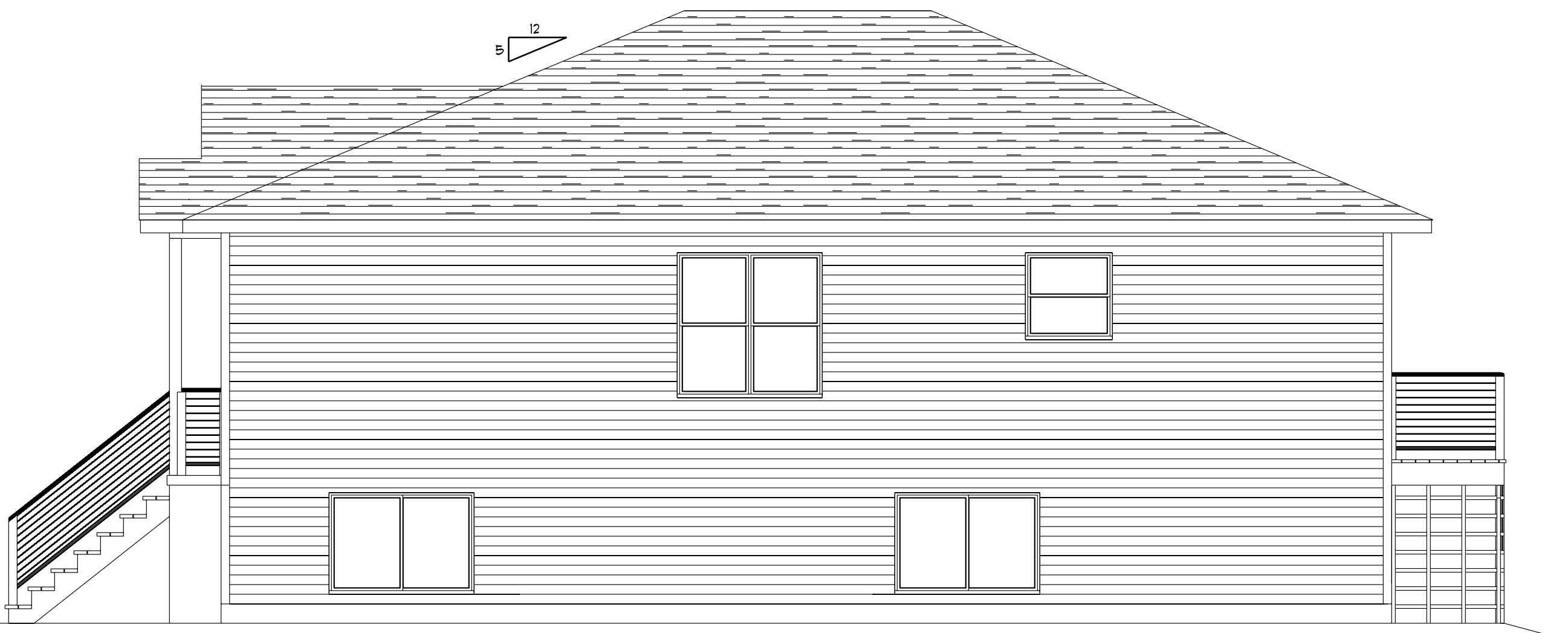
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



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



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



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



# 2052 RICHMOND STREET

☐ PRELIMINARY  
DESIGN CONCEPT ONLY

☐ PRELIM BID  
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REVIEW PLAN BEFORE PRICING

☐ BID PLAN  
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ONLY FOR PRICING

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PROPOSED NEW PROJECT:  
2052 RICHMOND STREET

REVISION DATES:

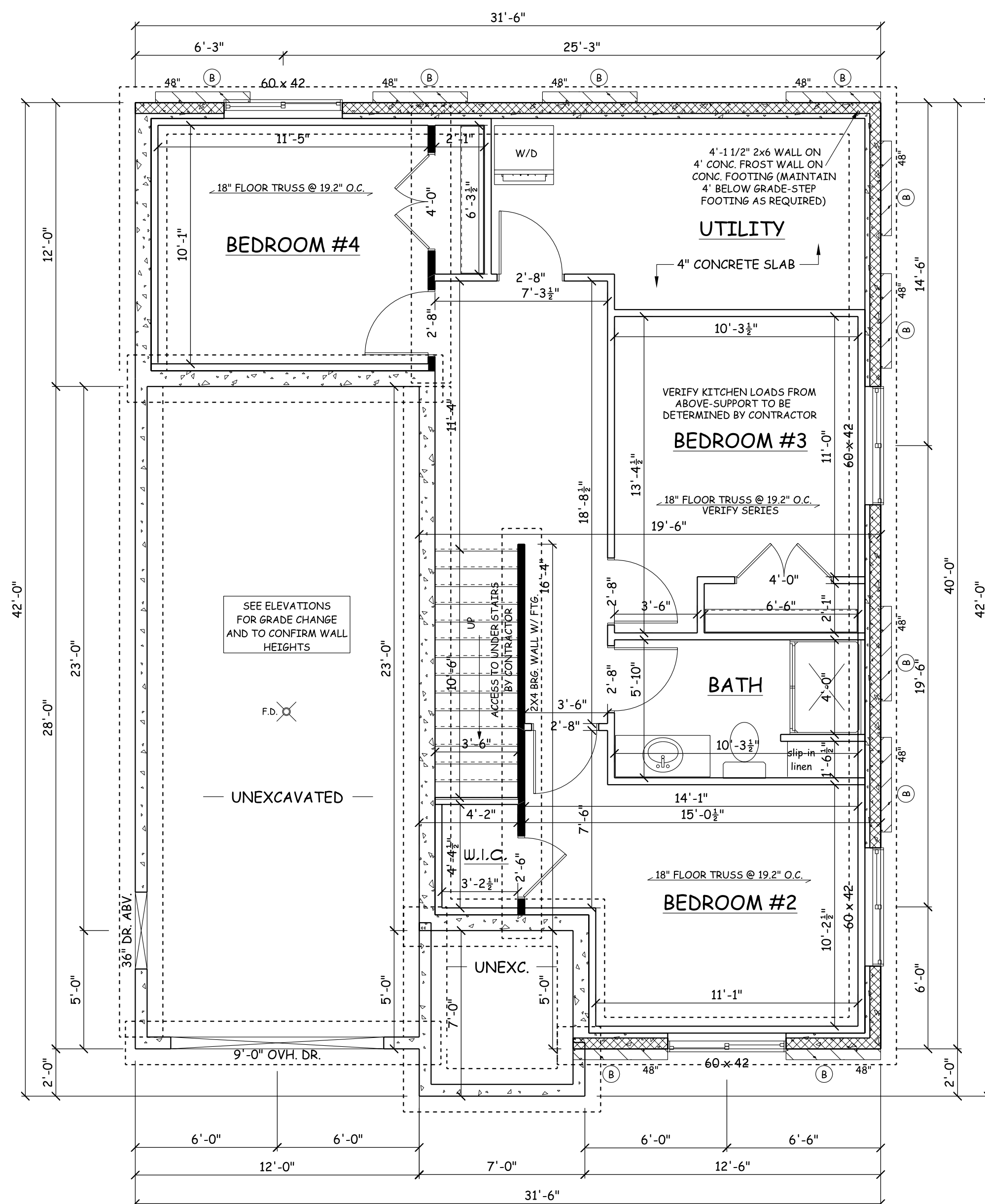
△ 7/26/24  
△  
△  
△  
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△  
△

4 Bedroom Home

SHEET NUMBER

A1





8' BASEMENT

Windows or Doors to be set in concrete wall

## FOUNDATION PLAN

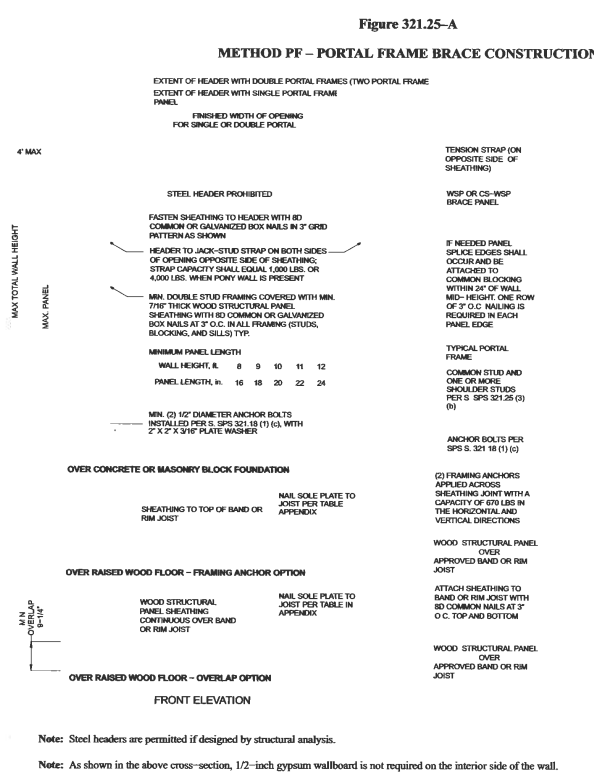
NOTE: MASON TO LOCATE PILASTERS AND SIZE  
FOOTINGS PER CODE & SOIL CONDITIONS

FINISHED LOWER LEVEL- 640 SQ. FT.

**\*\*GENERAL FOUNDATION PLAN NOTES\*\***

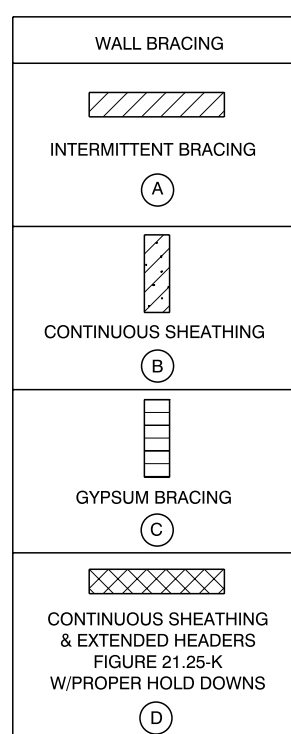
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- 6) MASON TO LOCATE PLASTER AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
- 7) WINDOWS AND DOORS SET IN CONCRETE WALLS, ADJUST 8" BIGGER IN WIDTH & HEIGHT

---



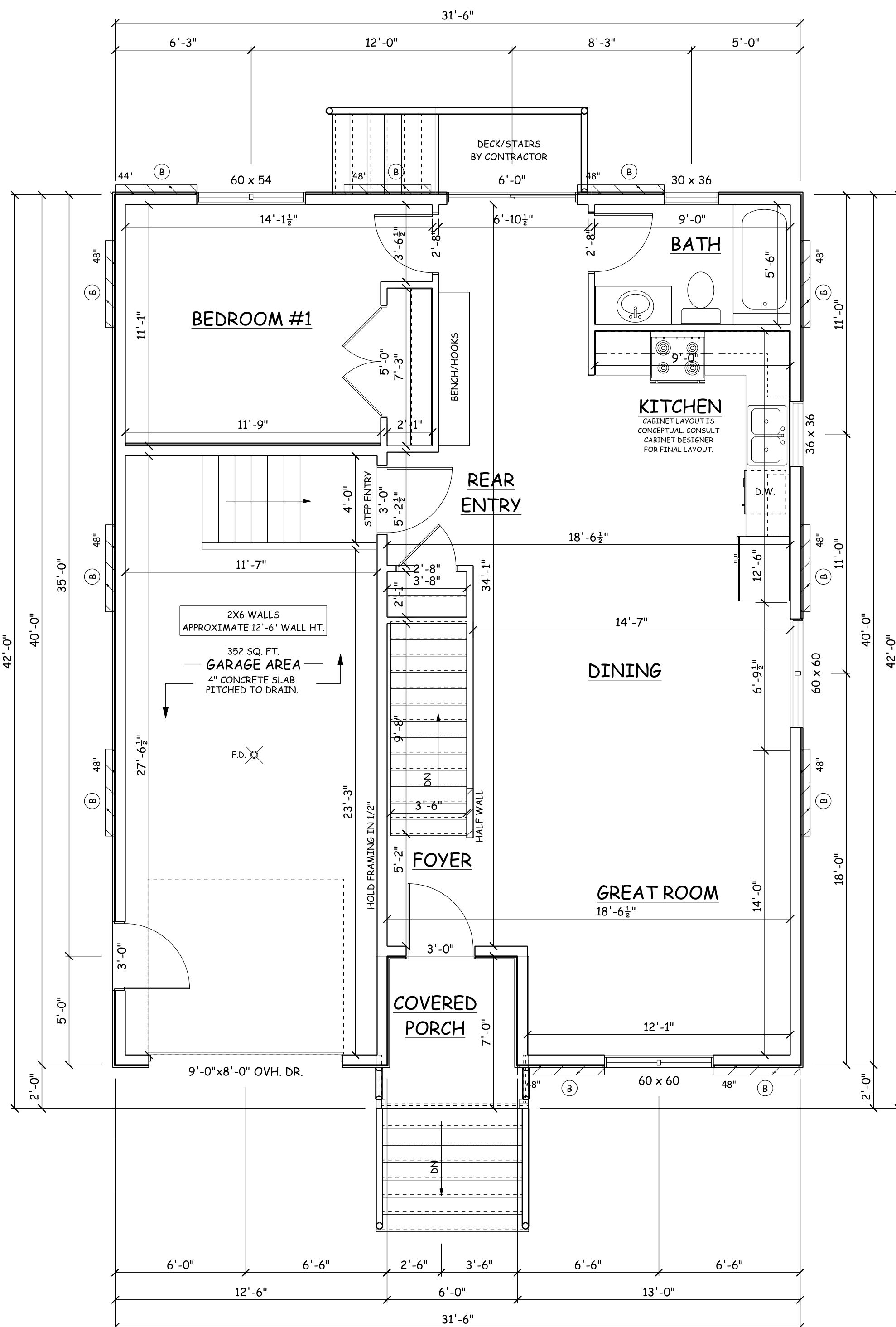
Note: Steel headers are permitted if designed by structural analysis.

Note: As shown in the above cross-section, 1/2-inch gypsum wallboard is not required on the interior side of the wall.



## WALL BRACING

SCALE: 1" = 5'-0"



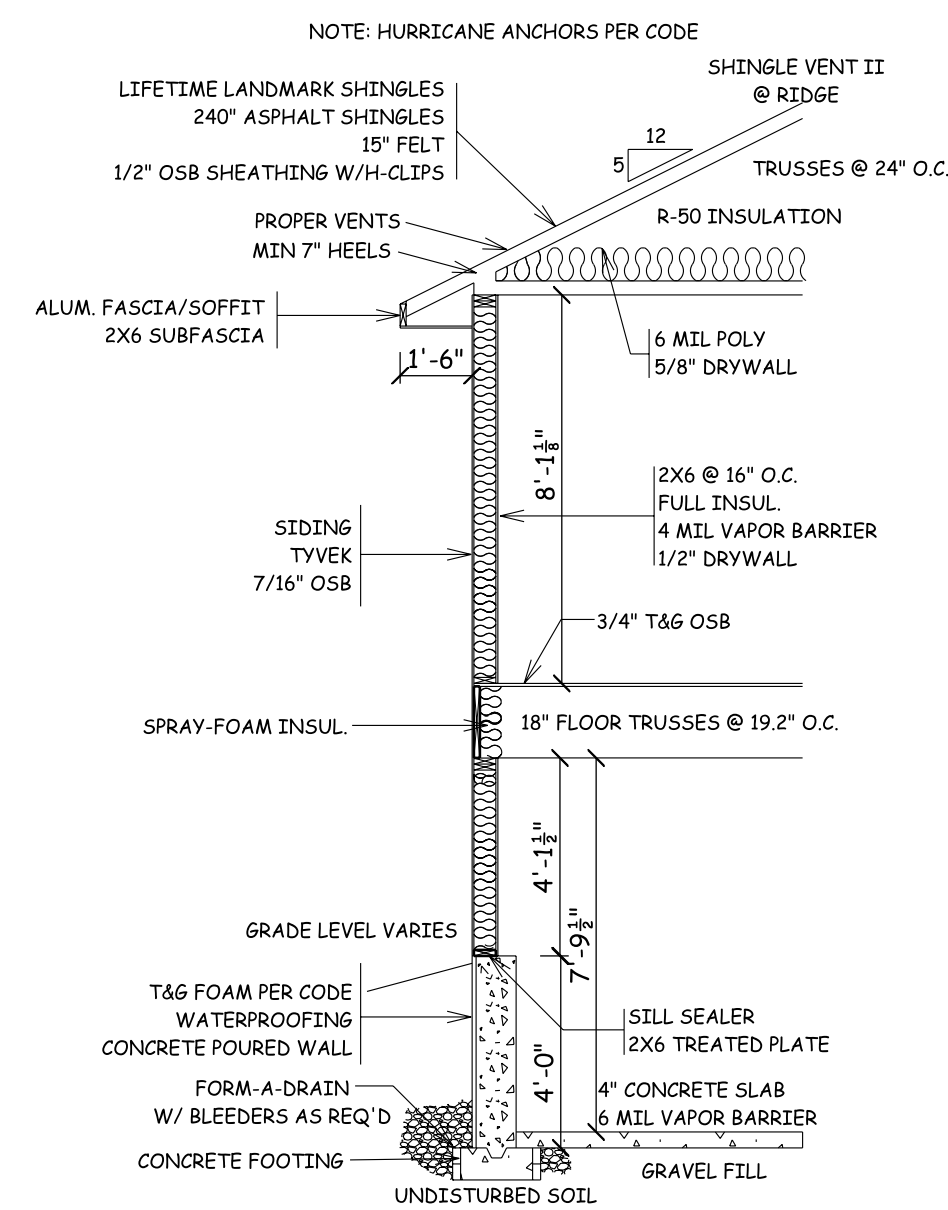
FIRST  
FLOOR PLAN

8'-1 1/8" WALL HGT.

MAIN FLOOR- 845 SQ. FT.  
FINISHED LOWER LEVEL- 445 SQ. FT.  
TOTAL- 1,290 SQ. FT.

**\*\*CONSTRUCTION NOTES\*\***

- 1) ALL WINDOWS AT 6'-0" WINDOW HEADER HEIGHT U.O.N.
- 2) ALL POCKET DOORS IN 2X4 WALLS
- 3) STD. HEADERS (2'-X20" HEM-FIR #1)
- 4) ALL DIMENSIONS SHOWN ARE FACE TO FACE STUD.
- 5) FIRE SEPARATION MUST BE PROVIDED BETWEEN THE HOUSE AND GARAGE (SEE CODE FOR DETAILS)
- 6) A MIN (2" SHOULDER STUDS) FOR OPENING 6'-0" OR GREATER
- 7) BUTLER RESISTOR SHALL TRANSFER POINT LOADS THROUGHOUT FLOOR SYSTEM WITH SOLID BLOCKING DOWN TO THE FOUNDATION WALLS OR BEARING BELOW
- 8) EXTERIOR WALL 5'-0" NOT SHOWN TO ACCOMMODATE FOAM, ALL FOAM MODIFICATIONS BY CONTRACTOR/SUPPLIER
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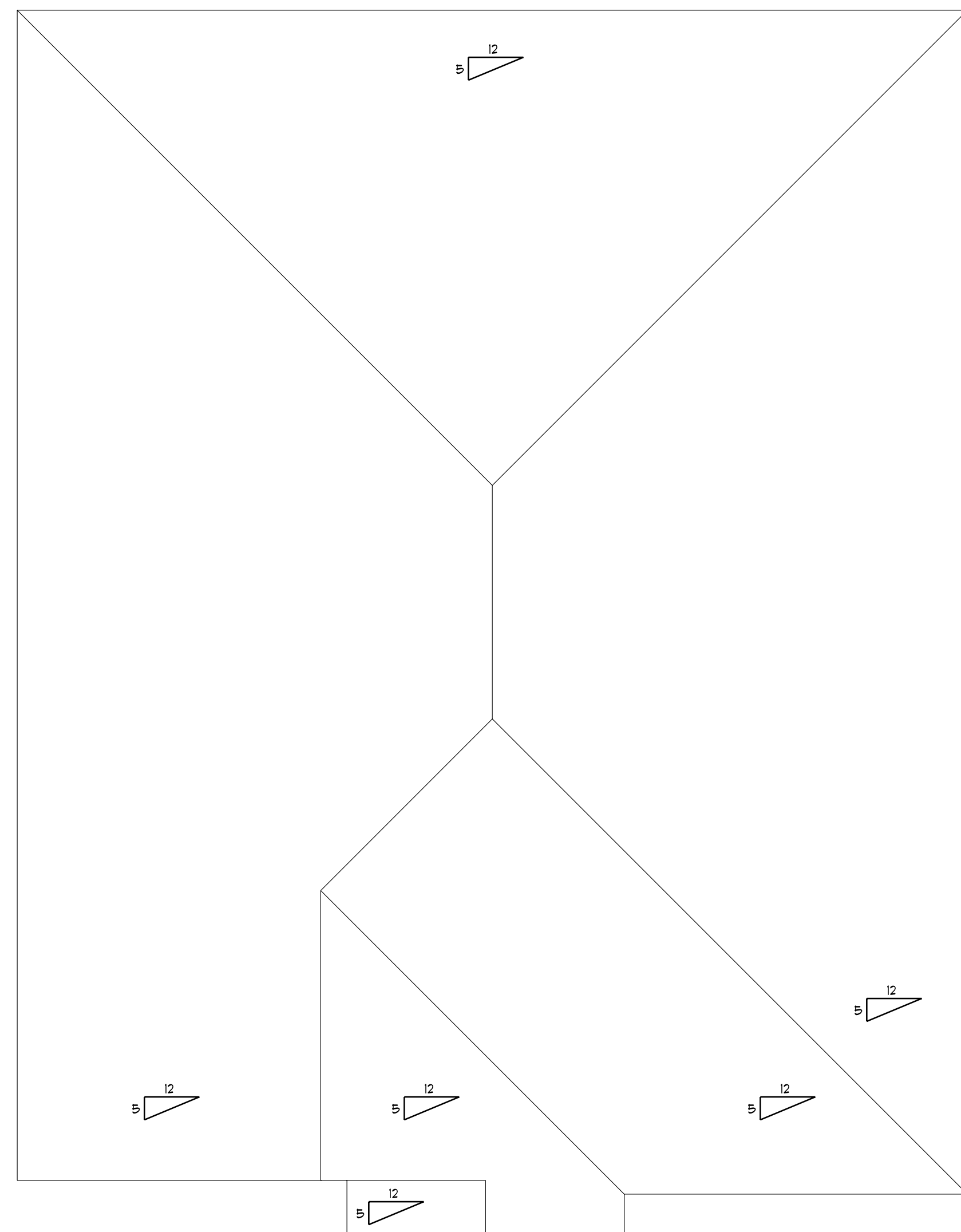


### TYPICAL WALL DETAIL

ACTUAL DETAILS MAY VARY  
RESPONSIBILITY OF CONTRACTOR

## SECTION

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



## ROOF PLAN

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

|                                     |                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <b>PRELIMINARY</b><br><i>DESIGN CONCEPT ONLY</i>                                                  |
| <input type="checkbox"/>            | <b>PRELIM BID</b><br><i>NOT FOR CONSTRUCTION<br/> REVIEW PLAN BEFORE PRICING</i>                  |
| <input type="checkbox"/>            | <b>BID PLAN</b><br><i>NOT FOR CONSTRUCTION<br/> ONLY FOR PRICING</i>                              |
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PROPOSED NEW PROJECT:  
2052 RICHMOND STREET

PROPOSED NEW PROJECT:

REVISION DATES

|   |         |
|---|---------|
| 1 | 7/26/24 |
| 2 |         |
| 3 |         |
| 4 |         |
| 5 |         |
| 6 |         |
| 7 |         |

## 4 Bedroom Home

SHEET NUMBER

A2



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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Will Peters

**AGENDA ITEM # F.6**

Consideration with possible action on an ARPA-Large Scale Affordable Housing Loan in the amount of \$500,000.00 (five hundred thousand dollars) to The Fort, LP for The Fort at the Railyard.

**BACKGROUND**

The Fort at the Railyard is a 233 mixed income multifamily apartment project located at 419 Donald Driver Way, Green Bay. The development is comprised of one and two-bedroom units and 187 of the 233 units are affordable.

Due to the rise in material and labor costs caused by the pandemic, the development is experiencing cost overruns. The Fort, LP submitted a request for an ARPA-Large Scale Affordable Housing Loan in the amount of \$1,000,000.00 (one million dollars), the total gap in the development. Both staff from Community & Economic Development and the Finance Department reviewed the application. Upon review, staff determined that the development cash flows, therefore staff feels comfortable moving forward with the application.

Due to the limited amount of available funds, staff recommends issuing a \$500,000.00 (five hundred thousand dollars) loan with loan terms at 2% for 20 years to The Fort at the Railyard. Final loan documents will be reviewed and approved by the Legal Department.

**RECOMMENDATION**

To award an ARPA-Large Scale Affordable Housing Loan of \$500,000.00 (five hundred thousand dollars) to The Fort, LP with final loan documents reviewed and approved by the Legal Department.

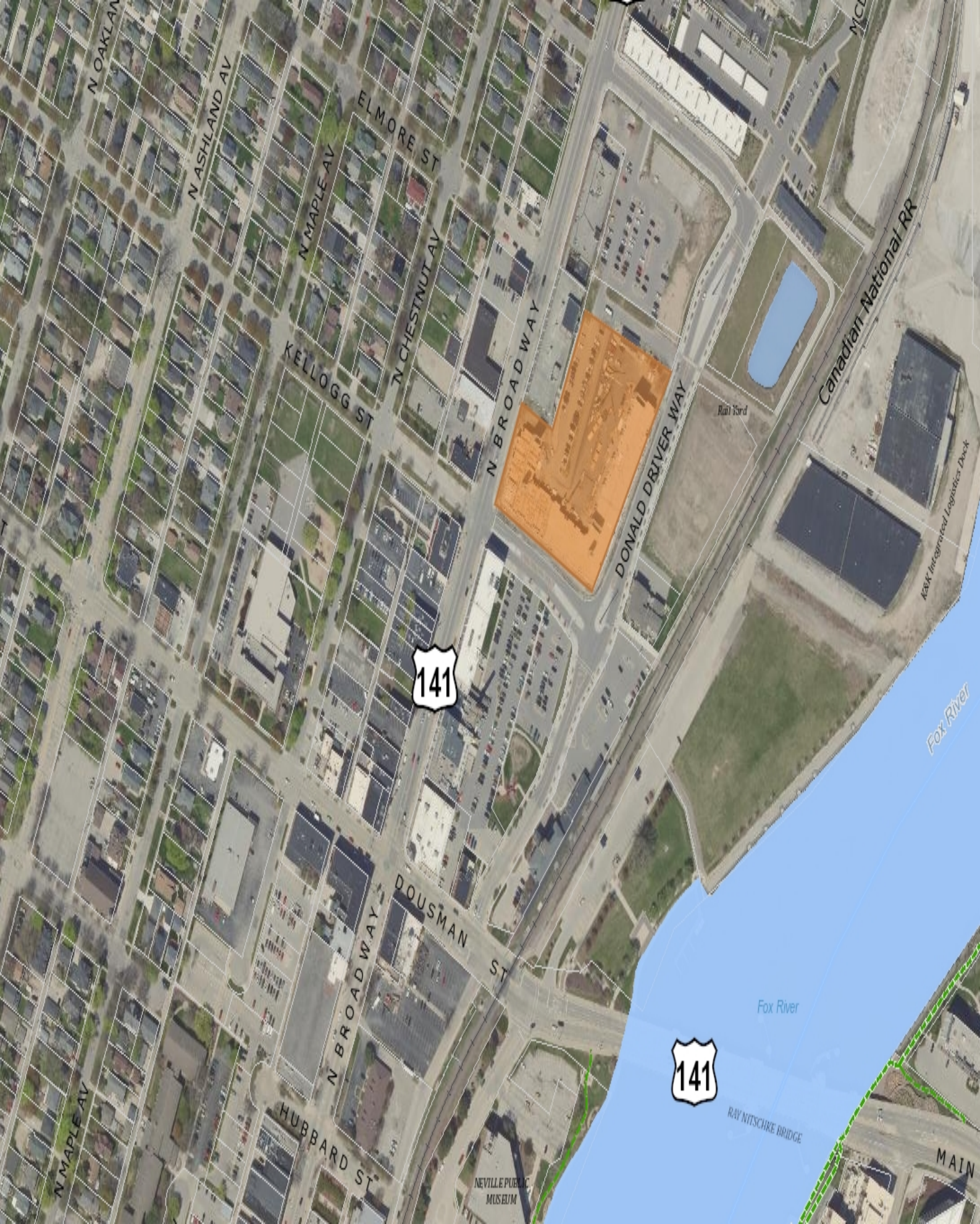
**FISCAL IMPACT****ATTACHMENTS**

1. The Fort at The Railyard
2. The Fort-Map









N OAKLAND

N ASHLAND AV

N MAPLE AV

ELMORE ST

N CHESTNUT AV

KELLOGG ST

N BROADWAY

DONALD DRIVER WAY

Canadian National RR

K&K Integrated Logistics Dock

Rail Yard

Fox River

Fox River

RAY NITSCHKE BRIDGE

MAIN



NEVILLE PUBLIC MUSEUM

HUBBARD ST

DOUSMAN ST

N BROADWAY

N MAPLE AV





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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Krista Cisneroz, Staff

**AGENDA ITEM # F.7**

Consideration with possible action on a substantial amendment to the 2023 Annual Action Plan to reallocate \$85,000.00 of Economic Development Revolving Loan Program Income to Housing Acquisition and Demolition.

**BACKGROUND**

As part of the City of Green Bay's 2023 Annual Action Plan under the Community Development Block Grant (CDBG) funding the City allocated \$200,000.00 in Program Income to the Economic Development Revolving Loan program received during the year. Staff is recommending to amend the plan with a transfer of \$85,000.00 to Housing Acquisition and Demolition budget to support the demolition of two (2) dilapidated structures located at 158 N. Maple Street and 719 S. Broadway. These structures have been vacant for many years, are deteriorated and financially unfeasible to rehabilitate.

Although the Economic Development Revolving Loan program has been and continues to be very successful with businesses in the City of Green Bay, currently the program has excess funding that can be reallocated to support the demolition of the two blighted properties.

**RECOMMENDATION**

To approve substantial amendment to the 2023 Annual Action Plan to reallocate \$85,000.00 of Economic Development Revolving Loan Program Income to Housing Acquisition and Demolition.

**FISCAL IMPACT****ATTACHMENTS**

1. 20211104\_112015
2. 719 S Broadway Front













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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Krista Cisneroz, Staff

**AGENDA ITEM # F.8**

Consideration with possible action on approving the purchase of steel train tracks for Bay Beach Amusement Park using Community Development Block Grant funds to the low qualified vendor not to exceed \$75,000.00.

**BACKGROUND**

The Parks, Recreation and Forestry Department is working with the Purchasing Department to obtain quotes for the purchase of the steel train tracks for Bay Beach Amusement Park. The use of CDBG funding for this activity was authorized at the May 2024 meeting. Quotes for the steel tracks are due back to Purchasing on Friday, August 30, 2024, and an award recommendation from the Parks and Purchasing Departments will be handed out at the RDA meeting on September 3, 2024.

**RECOMMENDATION**

Approve the purchase of steel train tracks for Bay Beach Amusement Park using Community Development Block Grant funds to the low qualified vendor not to exceed \$75,000.00.

**FISCAL IMPACT****ATTACHMENTS**

None



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

**MEETING DATE**

September 3, 2024

**PREPARED BY**

Cheryl Renier-Wigg, Staff, Diana  
Ellenbecker, Finance Director

**AGENDA ITEM # G.I**

Report on Tax Increment Financing Status and Debt Update.

**BACKGROUND**

The Finance Director will give an update on TID status and City debt.

**RECOMMENDATION**

To receive and place on file.

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Copy of 2023 TIF Worksheet PE-300 summarized

TID ANNUAL REPORT (PE-300) SUMMARIZED  
YEAR ENDED DECEMBER 31, 2023

| TIF<br>Dist | TYPE       | NAME                         | Creation<br>date | Mandatory<br>term date | Fund balance<br>as of 1/1/23 | Revenues         |          |                   |                          |                     | Expenditures      |                            |                      |         | Fund balance<br>as of 12/31/23 | Future<br>project costs | Future<br>revenue | Surplus or<br>deficit |
|-------------|------------|------------------------------|------------------|------------------------|------------------------------|------------------|----------|-------------------|--------------------------|---------------------|-------------------|----------------------------|----------------------|---------|--------------------------------|-------------------------|-------------------|-----------------------|
|             |            |                              |                  |                        |                              | Tax<br>Increment | Interest | Shared<br>Revenue | Developers<br>guarantees | Other/<br>Borrowing | Capital &<br>Land | Debt Service<br>& Interest | Developers<br>grants | Other   |                                |                         |                   |                       |
| 4           | Blight     | Washington<br>Apartments     | 1/20/1998        | 1/20/2025              | 75,098                       | 542,034          | 26,679   | 1,071             | -                        | -                   | -                 | 200,000                    | -                    | 9,038   | 435,844                        | 1,771,300               | 1,353,972         | 18,516                |
| 5           | Blight     | Downtown                     | 12/21/1999       | 12/21/2026             | 1,194,672                    | 1,546,404        | 71,468   | 159,424           | -                        | -                   | 39,342            | 1,279,450                  | 47,985               | 67,071  | 1,538,120                      | 7,837,584               | 6,303,617         | 4,153                 |
| 10          | Blight     | Main/Mason                   | 8/17/2004        | 8/17/2031              | 1,373,191                    | 224,759          | 65,508   | 8,233             | -                        | -                   | 55,462            | -                          | 16,732               | 23,538  | 1,575,959                      | 3,979,690               | 2,414,394         | 10,663                |
| 12          | Industrial | I43 Industrial Park          | 9/6/2005         | 9/6/2025               | 4,502,649                    | 1,432,888        | 252,718  | 424,464           | -                        | -                   | 19,396            | 267,456                    | 184,411              | 46,603  | 6,094,853                      | 9,329,829               | 3,333,971         | 98,995                |
| 13          | Reh/Cons   | Downtown                     | 9/6/2005         | 9/6/2032               | (886,812)                    | 2,226,745        | 8,021    | 523,895           | -                        | 18,387              | -                 | 1,415,330                  | 636,069              | 107,282 | (268,445)                      | 22,562,449              | 22,824,242        | (6,652)               |
| 14          | Blight     | N Broadway /<br>Railyard     | 9/16/2006        | 9/16/2033              | (2,862,652)                  | 470,325          | -        | 5,774             | 214,423                  | -                   | -                 | 838,256                    | 37,312               | 43,234  | (3,090,932)                    | 12,109,979              | 15,200,911        | -                     |
| 16          | Blight     | Military Avenue              | 5/6/2007         | 5/6/2034               | 578,406                      | 461,362          | 29,318   | 61,183            | -                        | -                   | -                 | 542,075                    | 37,763               | 31,094  | 519,337                        | 8,322,547               | 7,869,661         | 66,451                |
| 18          | Reh/Cons   | University Avenue            | 10/6/2015        | 10/6/2043              | (554,355)                    | 641,454          | 2,455    | 11,324            | -                        | -                   | -                 | 1,629                      | 173,463              | 24,895  | (99,109)                       | 20,652,394              | 20,823,203        | 71,700                |
| 19          | Reh/Cons   | East Town Mall               | 9/19/2017        | 9/19/2044              | 66,136                       | 253,403          | 13,087   | -                 | 40,584                   | -                   | -                 | -                          | 91,488               | 43,833  | 237,889                        | 6,887,389               | 6,702,568         | 53,068                |
| 20          | Reh/Cons   | Whitney Park                 | 9/25/2018        | 9/25/2045              | 46,876                       | 150,860          | 6,312    | -                 | -                        | -                   | -                 | -                          | 109,102              | 8,840   | 86,106                         | 4,753,319               | 4,683,128         | 15,915                |
| 21          | Blight     | Green Bay<br>Packaging       | 9/25/2018        | 9/25/2045              | 2,123,048                    | 1,782,223        | 143,489  | -                 | -                        | -                   | 149,130           | -                          | 1,169,465            | 208,384 | 2,521,781                      | 49,477,053              | 47,042,891        | 87,619                |
| 22          | Blight     | The Shipyard                 | 9/25/2018        | 9/25/2045              | 4,528,444                    | 3,627            | 173,197  | -                 | -                        | 4,968,315           | 4,636,654         | 261,118                    | -                    | 77,063  | 4,698,748                      | 49,098,019              | 44,399,271        | -                     |
| 23          | Blight     | Legends District             | 9/17/2019        | 9/17/2046              | 20,968                       | 39,044           | 4,535    | -                 | -                        | -                   | 619,074           | 7,925                      | -                    | 37,210  | (599,662)                      | 15,332,533              | 16,105,616        | 173,421               |
| 24          | Mixed use  | Cherry St<br>Development     | 8/30/2022        | 8/30/2042              | -                            | -                | -        | -                 | -                        | -                   | -                 | -                          | -                    | 48,082  | (48,082)                       | 15,060,329              | 15,111,070        | 2,659                 |
| 25          | Industrial | Grandview<br>Industrial Park | 8/30/2022        | 8/30/2042              | -                            | -                | -        | -                 | -                        | 417,555             | 210,446           | -                          | -                    | 52,236  | 154,873                        | 26,387,381              | 26,362,036        | 129,528               |
| Totals      |            |                              |                  |                        | 10,205,669                   | 9,775,128        | 796,787  | 1,195,368         | 255,007                  | 5,404,257           | 5,729,504         | 4,813,239                  | 2,503,790            | 828,403 | 13,757,280                     | 253,561,795             | 240,530,551       | 726,036               |



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

September 3, 2024

**PREPARED BY**

**AGENDA ITEM # G.2**

Financial report and check register.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

1. RDA Financial Report 2024
2. Check Report



Redevelopment Authority  
Financial Report  
CDBG  
8/31/2024

| <b>CDBG Entitlement Funds</b>                            | <b>2024<br/>Budget</b> | <b>2023<br/>Carry Over</b> | <b>Program Income</b> | <b>Expenses</b>      | <b>Obligated</b>     | <b>Remaining Balance</b> |
|----------------------------------------------------------|------------------------|----------------------------|-----------------------|----------------------|----------------------|--------------------------|
| Fair Housing                                             | -                      | 32,155.00                  | -                     | 19,041.00            | 13,114.00            | -                        |
| Public Services                                          | -                      | 214,637.93                 | -                     | 23,298.81            | 191,339.12           | -                        |
| CDBG Eligible Areas HILP Program                         | -                      | 187,168.64                 | -                     | 79,351.00            | 54,592.00            | 53,225.64                |
| CDBG Eligible Areas Public Facilities and Infrastructure | -                      | 538,874.56                 | 45,239.52             | 50,874.03            | 482,599.51           | 50,640.54                |
| CDBG Eligible Areas-Beautification/Art                   | -                      | 80,009.87                  | -                     | -                    | 24,000.00            | 56,009.87                |
| Economic Development                                     | -                      | 59,402.85                  | 220,589.89            | -                    | -                    | 279,992.74               |
| Administration                                           | -                      | 169,545.01                 | 11,309.88             | 146,537.94           | -                    | 34,316.95                |
|                                                          | <b>\$ -</b>            | <b>\$ 1,281,793.86</b>     | <b>\$ 277,139.29</b>  | <b>\$ 319,102.78</b> | <b>\$ 765,644.63</b> | <b>\$ 474,185.74</b>     |

| <b>CARES CDBG-CV Funds</b>             | <b>2024<br/>Budget</b> | <b>2023<br/>Carry Over</b> | <b>Program Income</b> | <b>Expenses</b>     | <b>Obligated</b>    | <b>Remaining Balance</b> |
|----------------------------------------|------------------------|----------------------------|-----------------------|---------------------|---------------------|--------------------------|
| Rental/Mortgage Assistance Program LMI |                        | 116,285.15                 | -                     | 50,724.63           | 65,560.52           | -                        |
|                                        | <b>\$ -</b>            | <b>\$ 116,285.15</b>       | <b>\$ -</b>           | <b>\$ 50,724.63</b> | <b>\$ 65,560.52</b> | <b>\$ -</b>              |

Redevelopment Authority  
Financial Report  
HOME  
8/31/2024

|                                  | 2024<br>Budget | 2023<br>Carry Over     | Program Income       | Expenses             | Obligated              | Remaining Balance      |
|----------------------------------|----------------|------------------------|----------------------|----------------------|------------------------|------------------------|
| Single Family Rehab Loan Program | -              | 434,704.96             | -                    | 119,429.28           | 148,116.53             | 167,159.15             |
| CHDO Projects                    | -              | 364,500.00             | -                    | -                    | 74,999.00              | 289,501.00             |
| Housing Development Projects     | -              | 1,852,994.68           | 139,101.30           | 751,000.00           | 220,470.00             | 1,020,625.98           |
| Administration                   | -              | 157,480.84             | 15,455.70            | 45,390.01            |                        | 127,546.53             |
| HOME-ARP Admin                   |                | 1,948,216.00           | -                    | 4,342.00             | 749,053.00             | 1,194,821.00           |
|                                  | <b>\$ -</b>    | <b>\$ 4,757,896.48</b> | <b>\$ 154,557.00</b> | <b>\$ 920,161.29</b> | <b>\$ 1,192,638.53</b> | <b>\$ 2,799,653.66</b> |

City of Green Bay RDA  
Check Register  
31-Jul

| CHECK # | CHECK DATE | VENDOR NAME                                       | AMOUNT               |
|---------|------------|---------------------------------------------------|----------------------|
| 21755   | 07/10/2024 | CCP GRANT LENDER, LLC                             | 380,000.00           |
| 21756   | 07/10/2024 | CITY OF GREEN BAY                                 | 7.80                 |
| 21757   | 07/10/2024 | LUTHERAN SOCIAL SERVICES OF WISCONSIN AND         | 337,500.00           |
| 21758   | 07/10/2024 | MULTI MEDIA CHANNELS LLC                          | 39.64                |
| 21759   | 07/10/2024 | NEIGHBORWORKS GREEN BAY                           | 9,152.50             |
| 21760   | 07/10/2024 | MASON REAL ESTATE LLC                             | 2,329.78             |
| 21761   | 07/12/2024 | CITY OF GREEN BAY                                 | 17,781.61            |
| 21762   | 07/12/2024 | ECUMENICAL PARTNERSHIP FOR HOUSING                | 1,920.00             |
| 21763   | 07/12/2024 | MANDOLIN FOUNDATION LIMITED                       | 3,850.00             |
| 21764   | 07/12/2024 | NEIGHBORWORKS GREEN BAY                           | 27,195.00            |
| 21765   | 07/29/2024 | BROWN COUNTY TREASURER                            | 4,250.00             |
| 21766   | 07/29/2024 | CITY OF GREEN BAY                                 | 45,000.00            |
| 21767   | 07/29/2024 | CITY OF GREEN BAY                                 | 1,871.69             |
| 21768   | 07/29/2024 | LEE RECREATION LLC                                | 5,874.03             |
| 21769   | 07/29/2024 | METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC. | 16,886.00            |
| 21770   | 07/29/2024 | NEIGHBORWORKS GREEN BAY                           | 4,835.00             |
| 21771   | 07/29/2024 | THE SALVATION ARMY                                | 5,867.50             |
|         |            |                                                   | <u>\$ 864,360.55</u> |



Report to the  
Redevelopment Authority  
of the City of Green Bay

**MEETING DATE**

September 3, 2024

**PREPARED BY**

**AGENDA ITEM # G.3**

Director's report and project updates.

**BACKGROUND**

**RECOMMENDATION**

**FISCAL IMPACT**

**ATTACHMENTS**

- I. Development Tracking PUBLIC 20240809





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 - August 2024 |                           |                         |                                                  |                                                                                      |                                                                                                                               |               |           |                 |
|-----------------------------------------------------|---------------------------|-------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|-----------------|
| #                                                   | Project Name              | Developer               | Project Location                                 | Project Description                                                                  | Status Update                                                                                                                 | Housing Units |           | Est. Prop Value |
|                                                     |                           |                         |                                                  |                                                                                      |                                                                                                                               | Total #       | Under 80% |                 |
| 1                                                   | Monroe/Chicago RDA Site   | TBD                     | 436 S. Monroe                                    | Mixed-use, multi-family                                                              | RFP released 6/19 with proposals due 8/30. Recommended proposal to be considered at September 10 RDA.                         | TBD           | TBD       | TBD             |
| 2                                                   | 200 N. Monroe             | TBD                     | 200 N. Monroe                                    | Mixed-use, multi-family                                                              | RFP released 6/19 with proposals due 8/30. Recommended proposal to be considered at September 10 RDA.                         | TBD           | TBD       | TBD             |
| 3                                                   | Merge @ Shipyard          | Merge LLC               | 239 Arndt Street                                 | Market multi-family rental, retail                                                   | Property transferred. Construction starting November 2024.                                                                    | 225           | 0         | \$21,000,000    |
| 4                                                   | JBS                       | Revel49, Gorman & Co.   | 0 Lime Kiln Rd                                   | Destination park, mixed housing, urban farm                                          | Development partners approved in April. Site design underway. Road and utility construction this fall. TID creation underway. | TBD           | TBD       | TBD             |
| 5                                                   | New Land 221 Cherry       | New Land Enterprises    | 221 Cherry                                       | Market rate multi-family rental, retail                                              | DA and PUD approved. Construction anticipated in October. TID creation underway.                                              | 268           | 0         | \$38,000,000    |
| 6                                                   | Former Badger Sheet Metal | General Capital Group   | 420 S. Broadway/419 S. Maple                     | Market rate multi-family rental, fire station, retail, green infrastructure corridor | Development partner approved in April. Site design underway.                                                                  | 140           | TBD       | TBD             |
| 7                                                   | 222 Cherry St LLC         | Peter Nugent            | 216-222 Cherry St                                | Market rate apts with retail 1st floor                                               | Amendment to DA to be considered                                                                                              | 61            | 0         | \$9,500,000     |
| 8                                                   | University Ave            | Neighborworks Green Bay | Near 1120 University Ave                         | 16 Unit Complex                                                                      | Bidding and Design process. Planning Option expires 8/26/24.                                                                  | TBD           | 14        | TBD             |
| 9                                                   | 4th Street                | Neighborworks Green Bay | 4th Street and Chestnut                          | 7 unit town house development                                                        | DA approved in June. Construction planned in 2025                                                                             | 7             | 4         | \$1,900,000.00  |
| 10                                                  | 1035 Vandertbraak         | Danna Capital, Horizon  | 1035 Vandertbraak & Corner Vandertbraak and Clay | 52 Unit affordable housing multi story & Stacked Townhomes                           | Developer preparing development proposal and is seeking financing. PO expires 11/14/24.                                       | 52            | TBD       | TBD             |

| PRIMARY USE COLOR KEY |  |
|-----------------------|--|
| Multi-family          |  |
| Single-family         |  |
| Commercial            |  |
| Industrial            |  |
| Public                |  |

| City of Green Bay Development Tracker - August 2024 |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
|-----------------------------------------------------|-----------------------------------------|-----------------------------------------|------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|-----------|-----------------|
| #                                                   | Project Name                            | Developer                               | Project Location                   | Project Description                                                      | Status Update                                                                      | Housing Units |           | Est. Prop Value |
| 11                                                  | Public Market Parking Lot Redevelopment | TBD                                     | 204 N. Chestnut                    | Parking ramp, multi-family housing, commercial                           | RFP being prepared                                                                 | Total #       | Under 80% | TBD             |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | TBD           | TBD       |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 12                                                  | Pulliam Redevelopment                   | Port of Green Bay / Brown County        | 420 S. Broadway/419 S. Maple       | Port development / C. Reiss relocation                                   | Engineering underway for Pulliam improvements. Additional funding sought.          | Total #       | Under 80% | TBD             |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | NA            | NA        |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 13                                                  | Cleveland Hardware/Green Bay Drop Forge | Cleveland Hardware & Forging Co.        | 3855 Finger Rd                     | Industrial                                                               | Design/engineering underway. CUP approved. PO Expires February 2025.               | Total #       | Under 80% | TBD             |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | NA            | NA        |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 14                                                  | Shipyard Phase I                        | City/RDA                                | 100 W. Mason, 239 Arndt            | Riverfront promenade, pier, docks, kayak launch, habitat, site utilities | Construction expected to be complete by end of summer.                             | Total #       | Under 80% | NA              |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | NA            | NA        |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 15                                                  | Shipyard Phase 2                        | City/RDA                                | 100 W. Mason St                    | Event lawn, dog park, urban beach, splash pad, playground                | RFP for engineering is being prepared by Parks Dept. Construction to start in 2025 | Total #       | Under 80% | NA              |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | NA            | NA        |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 16                                                  | Schauer & Schumacher                    | Investment Creations                    | 227 E Walnut, 101 & 109 N Adams St | Multi-family housing, commercial                                         | Planning/design underway. PO expires 11/14/24.                                     | Total #       | Under 80% | TBD             |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | TBD           | 0         |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 17                                                  | Southwest Woods                         | GB Real Estate Investments              | Hinkle south of Mason              | Single-family houses and townhomes with road extension                   | Development Agreement approved in March. TID creation underway.                    | Total #       | Under 80% | \$8,000,000     |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | 29            | 0         |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 18                                                  | Veterans Village                        | Veterans First                          | 2890 Anthony Drive                 | Cottage Court development for veterans                                   | PUD approved in June by Common Council.                                            | Total #       | Under 80% | TBD             |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | 21            | 21        |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 19                                                  | 445 S Baird St                          | Deals, Development, Partnership Capital | 445 S Baird St                     | Single family, owner occupied home                                       | Completion anticipated late 2024 or early 2025                                     | Total #       | Under 80% | \$243,000       |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | 1             | 0         |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |
| 20                                                  | 929 N Broadway                          | Neighborworks Green Bay                 | 929 N Broadway                     | Single family, owner occupied home                                       | DA expires 2/28/2025                                                               | Total #       | Under 80% | \$254,000.00    |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    | 1             | 1         |                 |
|                                                     |                                         |                                         |                                    |                                                                          |                                                                                    |               |           |                 |

| PRIMARY USE COLOR KEY |  |
|-----------------------|--|
| Multi-family          |  |
| Single-family         |  |
| Commercial            |  |
| Industrial            |  |
| Public                |  |

| City of Green Bay Development Tracker - August 2024 |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
|-----------------------------------------------------|-----------------------|-------------------------|--------------------|----------------------------------------------------------------------|----------------------------------------------------------------------|---------------|-----------|-----------------|
| #                                                   | Project Name          | Developer               | Project Location   | Project Description                                                  | Status Update                                                        | Housing Units |           | Est. Prop Value |
| 21                                                  | 1008 Smith St.        | Habitat for Humanity    | 1008 Smith Street  | Affordable single-family                                             | DA expires 12/31/2024                                                | Total #       | Under 80% | \$240,000       |
|                                                     |                       |                         |                    |                                                                      |                                                                      | 1             | 1         |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
| 22                                                  | 1132 Harvey St.       | Habitat for Humanity    | 1132 Harvey Street | Affordable single-family                                             | DA expires 12/31/2024                                                | Total #       | Under 80% | \$250,000       |
|                                                     |                       |                         |                    |                                                                      |                                                                      | 1             | 1         |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
| 23                                                  | 1151 Reber St.        | Habitat for Humanity    | 1151 Reber Street  | Affordable single-family                                             | DA expires 12/31/2024                                                | Total #       | Under 80% | \$250,000       |
|                                                     |                       |                         |                    |                                                                      |                                                                      | 1             | 1         |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
| 24                                                  | Habitat Homestead     | Habitat for Humanity    | 0 Richmond Street  | Affordable single-family owner occupied detached homes and townhomes | Development Agreement approved in March. Road construction underway. | Total #       | Under 80% | \$2,925,000     |
|                                                     |                       |                         |                    |                                                                      |                                                                      | 14            |           |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |
| 25                                                  | 1308 E. Walnut Duplex | NeighborWorks Green Bay | 1308 E. Walnut     | Affordable single-family duplex                                      | DA being considered at August RDA                                    | Total #       | Under 80% | TBD             |
|                                                     |                       |                         |                    |                                                                      |                                                                      | 2             | 1         |                 |
|                                                     |                       |                         |                    |                                                                      |                                                                      |               |           |                 |

| TOTAL UNITS | UNDER 80% | TOTAL VALUE  |
|-------------|-----------|--------------|
| 824         | 44        | \$82,562,000 |

| PRIMARY USE COLOR KEY |
|-----------------------|
| Multi-family          |
| Single-family         |
| Commercial            |
| Industrial            |
| Public                |