AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, FEBRUARY 11, 2025, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.
AMENDED

A. Zoom Meeting Information.

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

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

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the agenda for the Tuesday, February 11, 2025, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the January 14, 2025 meeting.

E. Regular Business.

1. Consideration with possible action to approve the Memorandum of Understanding with C.

Reiss Terminals, LLC for the relocation of coal piles and redevelopment of its Mason Street site.

2. Consideration with possible action on Development Agreement 25-02 with Investment Creations, LLC for the redevelopment of 109 and 101 N. Adams Street and 227 E. Walnut Street (Tax Parcels 12-118, 12-122, 12-119).

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 approve a two (2) month extension to the planning option that was awarded to Mike Budzis (NMRE Properties, LLC) for the sites located at 1209 S Maple Avenue and 1200 S Broadway.

4. Consideration with possible action to approve the sale of 158 N. Maple Avenue (Tax Parcel 4-95) to NeighborWorks Green Bay for $8,200 and enter into a one-year development agreement for the construction of a single-family home located at this site.

5. Consideration with possible action to approve a 30-day extension to a planning option with Greater Green Bay Habitat for Humanity for the sites located at 1108 S. Broadway, 1112 S. Broadway, 1116 S. Broadway, 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.

6. Consideration with possible action to award Community Development Block Grant (CDBG) funds for Public Service activities.

F. Informational.

1. Financial report and check register.

2. Director's report and project updates.

3. Date of next meeting: March 11, 2025.

G. Adjournment.

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Joanne Bungert, City Attorney

AGENDA ITEM # E.1

Consideration with possible action to approve the Memorandum of Understanding with C. Reiss Terminals, LLC for the relocation of coal piles and redevelopment of its Mason Street site.

BACKGROUND

Report to be presented at meeting.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025.01.27 - C.Reiss-COGB - MOU (for RFI)

MEMORANDUM OF UNDERSTANDING

Between the City of Green Bay and C. Reiss Terminals, LLC

This Memorandum of Understanding ("MOU") is effective on the date the last signature is obtained (the “Effective Date”) and is being entered into by and between the City of Green Bay, a Wisconsin Municipal Corporation ("City", which shall include all affiliates thereof), and C. Reiss Terminals, LLC, a Delaware limited liability company ("Reiss", which shall include the relevant affiliates thereof), each a “Party” and collectively "the Parties."

WHEREAS, since 1900 Reiss has operated a bulk commodity handling and storage business on 35+ acres of property it owns on the west bank of the Fox River just south of Mason Street in the City's downtown (Parcel IDs: 2-950 and 1-1370) (the “Mason Street Site”);

WHEREAS, a material portion of the bulk commodities handled and stored by Reiss at the Mason Street Site is coal (the “Piles”);

WHEREAS, Brown County, Wisconsin (the “County”) and the City desire that Reiss move its operations and the Piles away from the Mason Street Site so that property can be redeveloped for other uses;

WHEREAS, Reiss seeks to respond to the January 22, 2025 Request For Information issued by the County and set forth the terms under which it will offer to purchase the former J.P. Pulliam Generating Station from the County (“Pulliam Site”) and improve it to handle Reiss’s operations using grant funding that was issued to the County specifically for the purpose of moving the Piles away from the Mason Street Site (collectively, the “Reiss Proposal”);

WHEREAS, if the Reiss Proposal is selected by the County and its terms are carried out as set forth therein, Reiss, the City and the County will benefit:

(1) Reiss will continue to operate in the City, at the Pulliam Site,

(2) the Piles will be relocated as desired by the City and the County, and

(3) the Mason Street Site can be redeveloped in a manner that is compatible with nearby neighborhoods and the City's downtown;

WHEREAS, because the City is not a party to the Reiss Proposal but it will have corresponding rights and obligations if such proposal is accepted and carried out, Reiss and the City desire to outline in this MOU the principal terms and conditions upon which they will formally commit to fulfilling their respective obligations regarding the relocation of the Piles and the path forward for the Mason Street Site if the Reiss Proposal is selected by the County and its terms are carried out as set forth therein.

NOW THEREFORE, the Parties state and mutually agree as follows:

ARTICLE I.
GENERAL AGREEMENT

1. Reiss agrees to move the bulk commodity operation presently conducted at the Mason Street Site, including the Piles, to the Pulliam Site, within twelve (12) months of the completion of all the following:

   a. The Reiss Proposal is accepted by the County;
   b. The terms of the Reiss Proposal are completed as set forth therein, including, but not limited to, Reiss taking possession of the Pulliam Site and Reiss's design for the Pulliam Site being constructed using grant funds;
   c. All federal, state, and local environmental and other requirements are satisfied with respect to the Pulliam Site, and no encumbrance to title or environmental liability affects Reiss's intended operation thereon; and
   d. All necessary authorizations, approvals, licenses and permits from all governmental and regulatory bodies required for Reiss to conduct its operation at the Pulliam Site are obtained.

   The City and Reiss agree that they shall work together to minimize relocation expenses.

2. Subject to Reiss's operation being fully relocated to the Pulliam Site as set forth in Paragraph 1 of this MOU, Reiss shall seek to obtain with the assistance of the City a Planned Unit Development Overlay Zoning District (PUD) over and on top of the entirety of the Mason Street Site. The PUD will regulate land uses and other zoning matters as follows:

   a. The northern 10+/- acres of the Mason Street Site will be limited to those uses permitted within the City's Downtown-2 (D2) Zoning District as regulated in the Green Bay Municipal Code Section 13.700.

   b. The remaining 25.5+/- acres of the Mason Street Site will be limited to those uses permitted within the City's General Industrial (GI) Zoning District as regulated in the Green Bay Municipal Code Section 13.900. The remaining 25.5+/- acres of the Mason Street Site would also support port/dockage activities but the PUD will include a restriction prohibiting the outdoor storage of bulk commodities, including coal, sand, salt and other similar bulk commodities mutually agreed upon and reduced to writing among the Parties to the PUD.

3. Notwithstanding anything herein to the contrary, Reiss shall retain ownership of the Mason Street Site, and the City acknowledges and agrees that all or any of the portion of the Mason Street Site shall not be subject to eminent domain or similar proceedings.

ARTICLE II.
CONTINGENCIES

4. Paragraph 2.b of this MOU is contingent upon the Parties' ability to successfully negotiate and execute the agreements referenced therein. The Parties agree to act in good faith to reasonably negotiate the terms and conditions of such agreements.

ARTICLE III.
GENERAL CONDITIONS

5. **Recitals**. The foregoing recitals in this MOU shall be deemed to be incorporated herein as part of this MOU.

6. **Counterparts**. This MOU may be executed, by hand or electronically, in any number of counterparts, each of which shall be deemed an original and taken together as one instrument.

7. **Amendment**. Any changes, amendments, or addenda to this MOU must be in writing, executed by all Parties.

8. **Governing Law**. This MOU shall be governed by the laws of the State of Wisconsin.

9. **Assumption of Responsibility**. Each Party assumes responsibility for its own acts and omissions, and those of its employees, officers and agents while engaged in the performance of its obligations under this MOU. No Party shall have any liability whatsoever for the negligent act or omission of another Party and nothing in this MOU shall be interpreted or construed to the contrary.

10. **Entire Agreement**. This MOU, including any incorporated documents or information, is the entire agreement and understanding between the Parties and prevails over all concurrent or prior communications and agreements between the Parties.

11. **Severability**. If one or more of the provisions of this MOU shall be unenforceable, such provisions shall be modified to the minimum extent necessary to make it or its application enforceable and, in any event, the enforceability of all other provisions of this MOU shall not be affected.

12. **No Agency**. This MOU does not create an agency relationship of any kind between the Parties. Each Party is an independent party and shall not be considered, nor represent itself as a joint venture or partner of the other Parties. This MOU shall not create any rights in or inure to the benefit of any third parties.

13. **No Third-Party Beneficiaries**. This MOU is made solely and specifically for the benefit of the City and Reiss and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this MOU as a third-party beneficiary or otherwise.

14. **Assignment**. No Party shall assign any portion of its rights or obligations under this MOU without prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed.

15. **Signatories**. The signatories hereto represent that this MOU is executed pursuant to legal authorization by the organization on behalf of the which they are signing.

[*The remainder of this page is purposely left blank*]

FOR THE CITY:	**FOR C. REISS. TERMINALS, LLC:**
X	**X**
Signature Eric Genrich	Signature
Name Printed or Typed	Name Printed or Typed
Date Signed City of Green Bay Mayor	Date Signed
Title of Signor	Title of Signor
Phone Number	Phone Number
Email Address	Email Address

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Matthew Buchanan, Staff

AGENDA ITEM # E.2

Consideration with possible action on Development Agreement 25-02 with Investment Creations, LLC for the redevelopment of 109 and 101 N. Adams Street and 227 E. Walnut Street (Tax Parcels 12-118, 12-122, 12-119).

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

Investment Creations, LLC ("Developer") intends to complete a Project on 0.25 acres of Redevelopment Authority-owned land located at 109 and 101 N. Adams Street and 227 E. Walnut Street. The Project includes rehabilitating and repurposing existing vacant buildings into approximately 10,000 square feet of office space, one market-rate residential unit, and approximately 3,500 square feet of commercial retail space.

The existing buildings, commonly known as the Schauer & Schumacher buildings, previously operated as a funeral chapel and furniture store. Acquired by the Redevelopment Authority in 2013 for $290,000.00, these properties were designated as contributing structures to the Green Bay Downtown National Historic District in 2019. The Developer has secured the Everson Law Firm as the primary tenant to occupy the proposed office space.

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 landscape
- rehabilitates 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
- improves structures for individuals of all ages and abilities
- is located in places easy to reach on foot, bicycle, or transit,
- expands our range of residential and commercial real estate products
- creates and/or enhance unique public spaces, amenities, and art

DCED has placed a priority on the creation of rental units at all price points. The Housing Market study from 2020 states "there is a fairly significant shortage of units for those renters making more than 80% of median income (3,385). This indicates an opportunity to add higher rent and high quality rental units to the market." The proposed Project would create one market-rate rental unit to serve this income level.

As of January 1, 2025, the Property has an aggregate assessed value of $0.00, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields $0.00 in total real estate taxes annually (assessed mill rate of $19.92). Upon completion of the proposed Project, the City estimates the aggregate assessed property value of the Property to be $1,500,000.00, which is anticipated to yield approximately:

- $29,880.00 in total real estate taxes annually (assessed mill rate of $19.92);
- $12,180.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $8.12).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Twenty Seven ("TID 27" or the "TID"), which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement 25-02 with Investment Creations, LLC for the redevelopment of 109 and 101 N. Adams Street and 227 E. Walnut Street (Tax Parcels 12-118, 12-122, 12-119).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- Sale of Properties for $1.00.
- PAYGo TIF Reimbursement - Between 80% and 95% of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID is terminated. Available TIF Increment shall be distributed as follows:
    - 95% from 2026 to 2035
    - 90% from 2036 to 2045
    - 80% from 2046 to the termination of the TID (anticipated to be 2051)

- The City shall not be obligated to pay TIF Incentive in excess of the lesser of Seven Hundred and Fifty Thousand Dollars ($750,000.00) or the total amount of Qualified Expenses incurred and paid by the Developer.

No levy dollars will be used for this project.

ATTACHMENTS

1. RDA Draft Development Agreement Schauer-Schumacher 20250207

DEVELOPMENT AGREEMENT 2025-02

SCHAUER & SCHUMACHER

This Development Agreement is made this _________ day of __________________________, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and INVESTMENT CREATIONS, LLC a Wisconsin limited liability company ("Developer").

RECITALS

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

Tax Parcel	Address	Acres	Assessed Value
12-118	109 N. Adams St.	0.07	$0.00
12-122	101 N. Adams St.	0.03	$0.00
12-119	227 E. Walnut St.	0.15	$0.00

B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately twenty five hundredths (0.25) of one 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 and reuse of existing buildings into an office space, one market-rate residential unit, and at least one commercial retail unit. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

D. As of January 1, 2025, the Property has an aggregate assessed value of $0.00, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

1. $0.00 in total real estate taxes annually (assessed mill rate of $19.92);

2. $0.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $8.12).

E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be $1,500,000.00, which is anticipated to yield approximately:

1. $29,880.00 in total real estate taxes annually (assessed mill rate of $19.92);

2. $12,180.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of $8.12).

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

F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Twenty Seven ("TID 27" or the "TID"), which will provide part of the financing for certain costs of the Project.

G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; 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,, 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 zero dollars ($0.00).

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

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

G. "Developer" means Investment Creations, LLC, or any assignee of the same.

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

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

J. "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.

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

L. “Project” means the Project as defined in the Recitals.

M. “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.

N. “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.

O. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.

P. “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.

Q. “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.

R. “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.

S. “TID” means Tax Increment District Twenty Seven (“TID 27” or the “TID”), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 27 in 2024; TID 27 terminates in 2052.

T. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

U. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

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

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

   1. Property Transfer. The City and/or RDA shall convey 109 N. Adams Street, 101 N. Adams Street, and 227 E. Walnut Street (Tax Parcels 12-118, 12-122, 12-119) to the Developer through the following process:

      a) The City and/or RDA shall convey Tax Parcels 12-118, 12-122, 12-119, excluding all right-of way, to Developer, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via special warranty deed, for the sum of one dollar ($1.00), and shall provide an owner's policy of title insurance at the time of conveyance.

      b) The RDA shall take a Preferred Forgivable Equity Investment in the Project of One Hundred Forty Five Thousand Five Hundred Dollars ($145,500.00), which is the estimated value of the real estate that will be transferred to the Developer. The Preferred Forgivable Equity Investment shall be secured by this Agreement, shall survive the expiration of this Agreement, and shall be forgiven when the aggregate assessed value of the Property is greater than or equal to One Million Five Hundred Thousand Dollars ($1,500,000.00). Should the aggregate assessed value of the Property fail to be greater than or equal to One Million Five Hundred Thousand Dollars ($1,500,000.00) prior to January 1, 2027, the Developer shall pay the City and/or RDA the Preferred Forgivable Equity Investment upon receipt of written notice from the City in the amount of One Hundred Forty Five Thousand Five Hundred Dollars ($145,500.00).

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

      a) In order to qualify for the PAYGo reimbursement, the Developer guarantees that the Property shall have a minimum assessed value of no less than $1,500,000 on or before January 1, 2027 (the "Minimum Assessed Value").

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

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

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

e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the Minimum Assessed Value on or before January 1, 2027. Upon reaching this threshold, Available TIF Increment shall be distributed as follows:

(I) From January 1, 2026 until December 31, 2035, the City shall make available ninety-five percent (95%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.

(II) From January 1, 2036 until December 31, 2045, the City shall make available ninety percent (90%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.

(III) From January 1, 2046 until the termination of the Tax Increment District, the City shall make available seventy-five percent (80%) of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid.

(IV) 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 October 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.

3. 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.

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

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

1. Monetary Limitation. The TIF Incentive from 2026 to 2035 shall not exceed ninety-five percent (95%) of the Available Tax Increment for the Property. The TIF Incentive from 2036 to 2045

shall not exceed ninety percent (90%) of the Available Tax Increment for the Property. The TIF Incentive from 2046 to the termination of the TID shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.

2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of Seven Hundred and Fifty Thousand Dollars ($750,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.

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, an provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

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

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

IV. OTHER OBLIGATIONS OF THE CITY

A. Pedestrian Access Easement. The RDA shall endeavor to secure an easement for pedestrian access on Parcel 12-121, commonly known as 217 E. Walnut Street, Green Bay, Wisconsin. The pedestrian access easement shall allow for ingress/egress from Parcel 1-122, commonly known as 101 N. Adams Street, Green Bay, Wisconsin, to the Cherry Street Public Parking Ramp located at Parcel 12-351, commonly known as 202 Cherry Street, Green Bay, Wisconsin.

V. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to March 1, 2025, 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 structures and buildings

B. Construction Documents. Prior to April 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. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
2. Full-color elevations for all sides of all proposed structures; and
3. Descriptions and actual samples of all exterior building materials; and
4. Descriptions and photographic examples of interior finishes; and
5. Other such essential items as may be reasonably determined by the RDA to be appropriate.

C. Development Budget. Prior to April 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 One Million Seven Hundred Twenty Nine Thousand Dollars (1,729,000.00) in "hard" construction costs for the entire Project; and

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

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

   a) Public Art on the Property; or

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

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

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

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

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would 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.

4. Developer acknowledges that the Property is listed as a contributing property to the Green Bay Downtown Historic District which is listed on the National Register of Historic Places and further shall obtain any and all necessary approvals from applicable agencies, including but not limited to the State Historic Preservation Office and City of Green Bay Landmarks Commission, with respect to redevelopment of the Property.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than ten percent (10%) 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 April 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. Acquisition of Property. By no later than April 1, 2025, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

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

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

K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than July 31, 2025. Construction shall be completed no later than December 31, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

L. 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.

M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.

N. 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.

O. Transfer or Sale of Project Property.

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

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

3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide RDA the exclusive right, for a period not to exceed one (1) year from the determination of incompletion of the Project to purchase an undeveloped or underdeveloped portion of the Property. For clarity, the RDA's exclusive right to purchase the Property due to Developer's inability to complete the Project shall only be effective if Developer has failed to complete the Project on or before December 31, 2027.

The purchase price shall be equivalent to the purchase price paid for the Property under this Agreement. This Right of First Refusal shall run with the land and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds the Minimum Assessed Value. For clarity, this right of first refusal and Developer's prohibition against encumbering the Property shall not apply if Developer for the purpose of obtaining financing or refinancing any loan(s) which require a mortgage to encumber the Property.

P. 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.

Q. 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.

R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, 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.

S. General Indemnity.

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

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

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

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

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

VI. 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.

VII. 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.

VIII. 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.

IX. 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 Payment. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold annual TIF payments until the Event of Default is cured and, upon such cure, the TIF payments shall resume in full;

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

3. Specific Performance. Sue for specific performance;

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

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

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

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

8. Termination. If all other reasonable courses of action and remedies available to the City have been exercised and no timely resolution is obtained, the City may terminate this Agreement without further notice to Developer.

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.

X. 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 TID #27.

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

XI. 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 May 1, 2025, 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.jeffreys@greenbaywi.gov facsimile: 920-448-3010
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: Cheryl.Renier-Wigg@greenbaywi.gov facsimile: 920-448-3426
To the Developer:	INVESTMENT CREATIONS, LLC Attention: Umer Sheikh 130 W. Franklin Avenue PO Box 91 Neenah, WI 54957 e-mail: UmerSheikh@investmentcreations.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. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

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

[Signature pages follow]

Signature page 1 of #

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:
INVESTMENT CREATIONS, LLC

By: ______________________________________

____
Umer Sheikh, Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2025, the above named ___________________________ , a member of Investment Creations, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of #

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and INVESTMENT CREATIONS, LLC

THE CITY OF GREEN BAY

By: ______________________________________

Eric Genrich, Mayor

By: ______________________________________

Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this _________ day of __________________ 2025, the above named ___________________________ and ___________________________, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

____

*____

Notary Public, __________________ County, Wisconsin

My Commission Expires ___________________________

Signature page 3 of #

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and INVESTMENT CREATIONS, LLC

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

By: ____
Gary J. Delveaux, Chair

Attest: ____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _________ day of _________________ 2025, the above named __________________________ and __________________________, on behalf of the Redevelopment Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

EXHIBIT A
Property Map

EXHIBIT B

Legal Descriptions

109 N. Adams

3,389 SQ FT PLAT OF NAVARINO S 1/3 OF E 77 FT OF LOT 51 & N 1/3 OF E 77 FT OF LOT 52 EX SW 5 FT BY 5 FT THEREOF

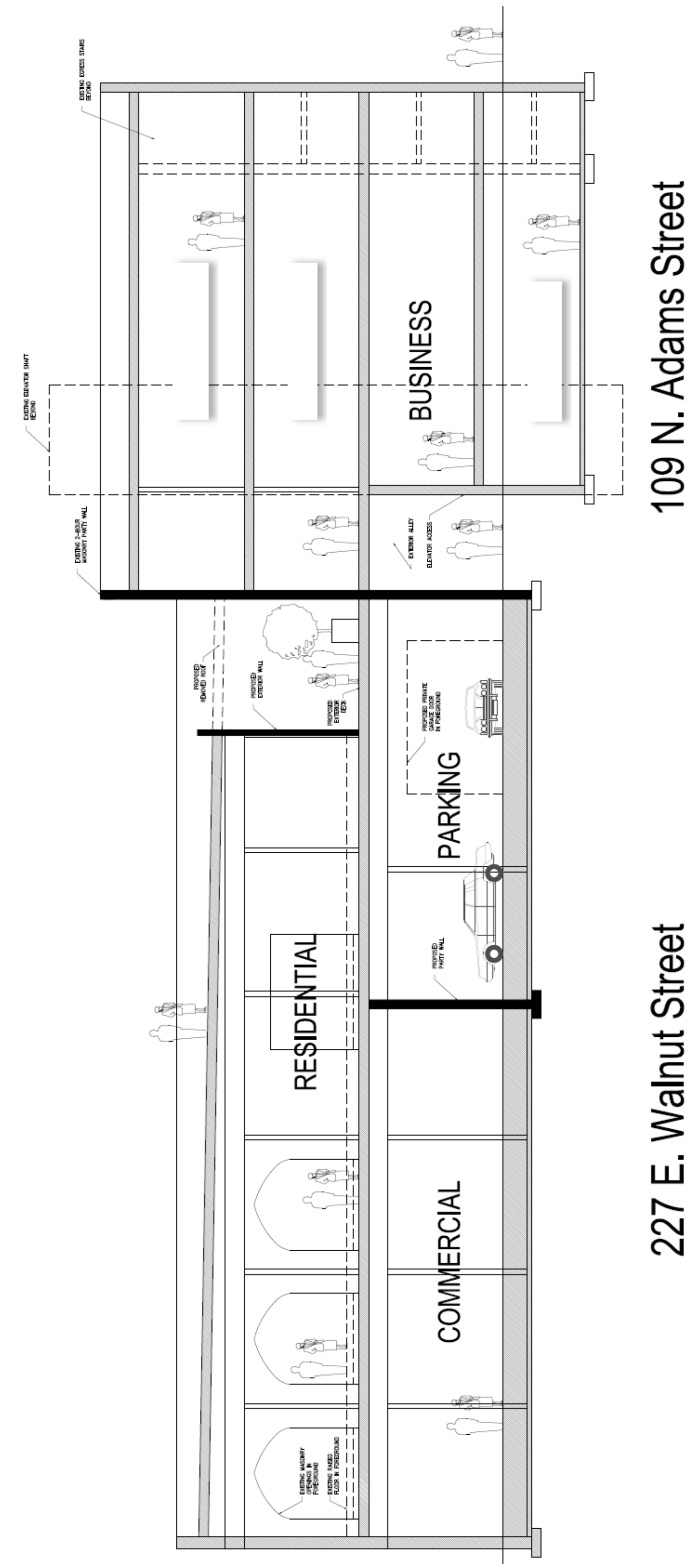
101 N. Adams

1,472 SQ FT PLAT OF NAVARINO N 10 FT OF S 44 FT OF E 89 FT LOT 52 & PRT OF LOTS 51 & 52 DESC IN 87 D 24(A) SUBJ TO J9919-33 AFFIDAVIT OF ADVERSE POSSESSION

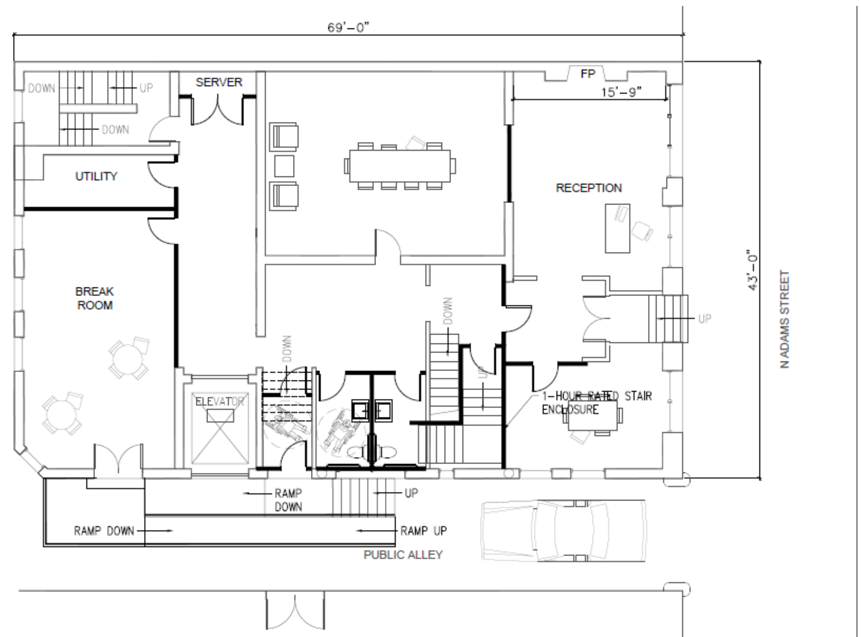
227 E. Walnut

6,652 SQ FT PLAT OF NAVARINO E 66 FT OF S 100 FT OF LOTS 52 & 53

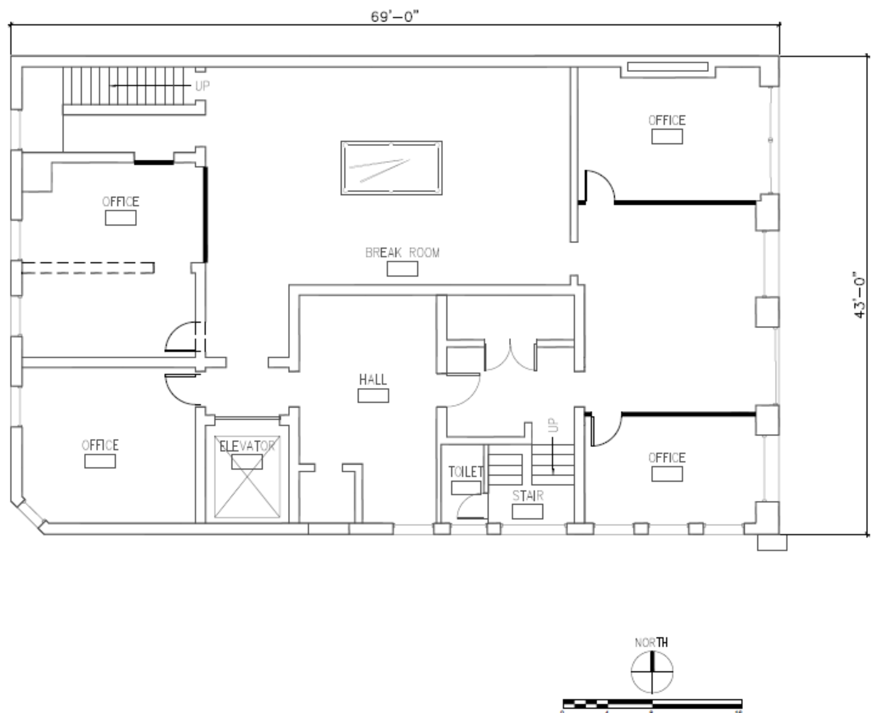
EXHIBIT C
Preliminary Concept Plans



109 N. Adams Concepts

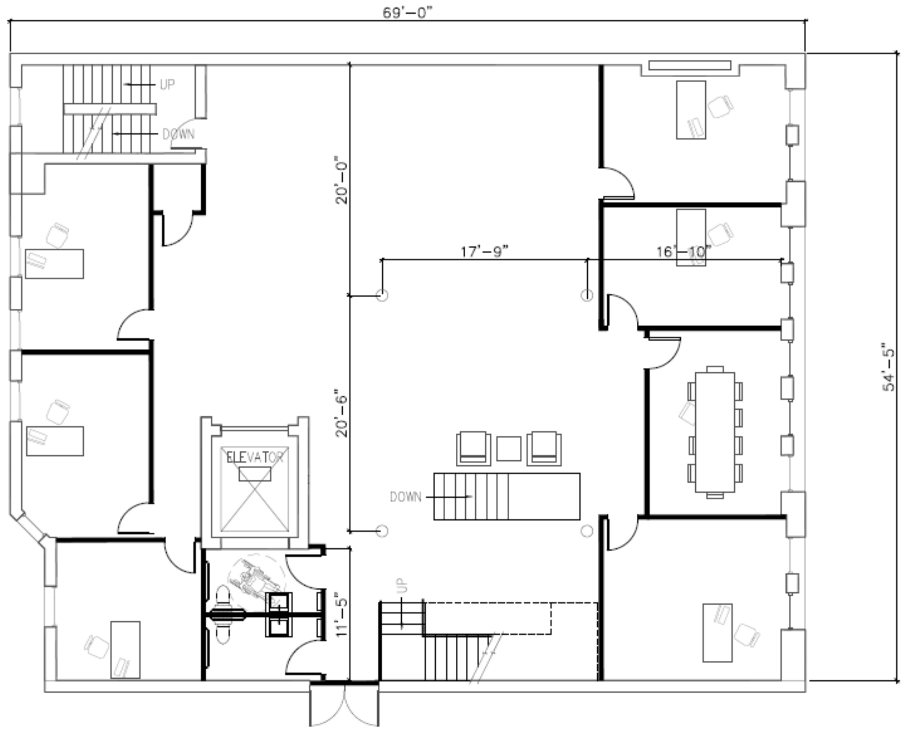


1st LEVEL
FLOOR PLAN
1

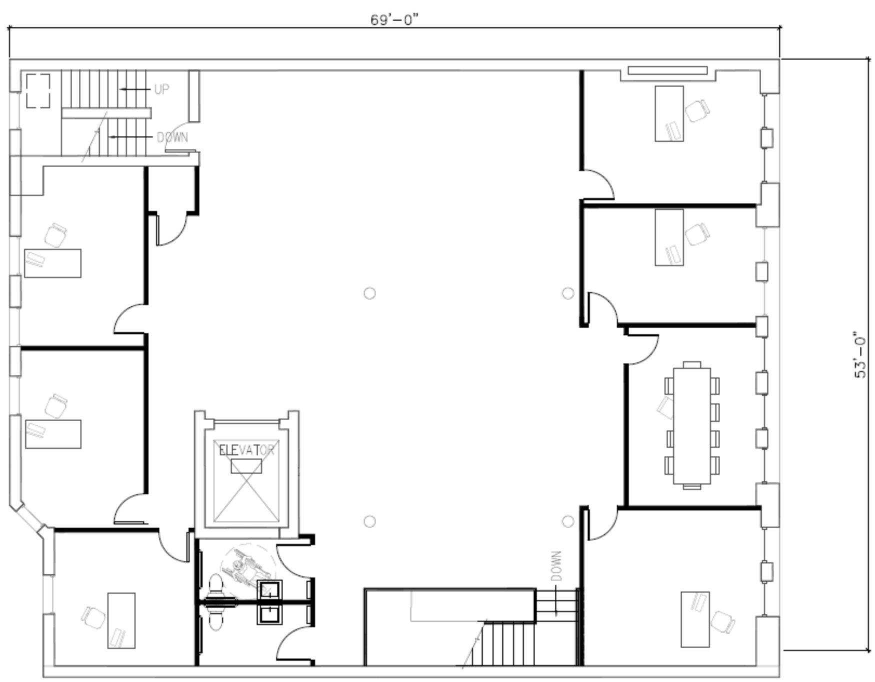


BASEMENT
FLOOR PLAN
0

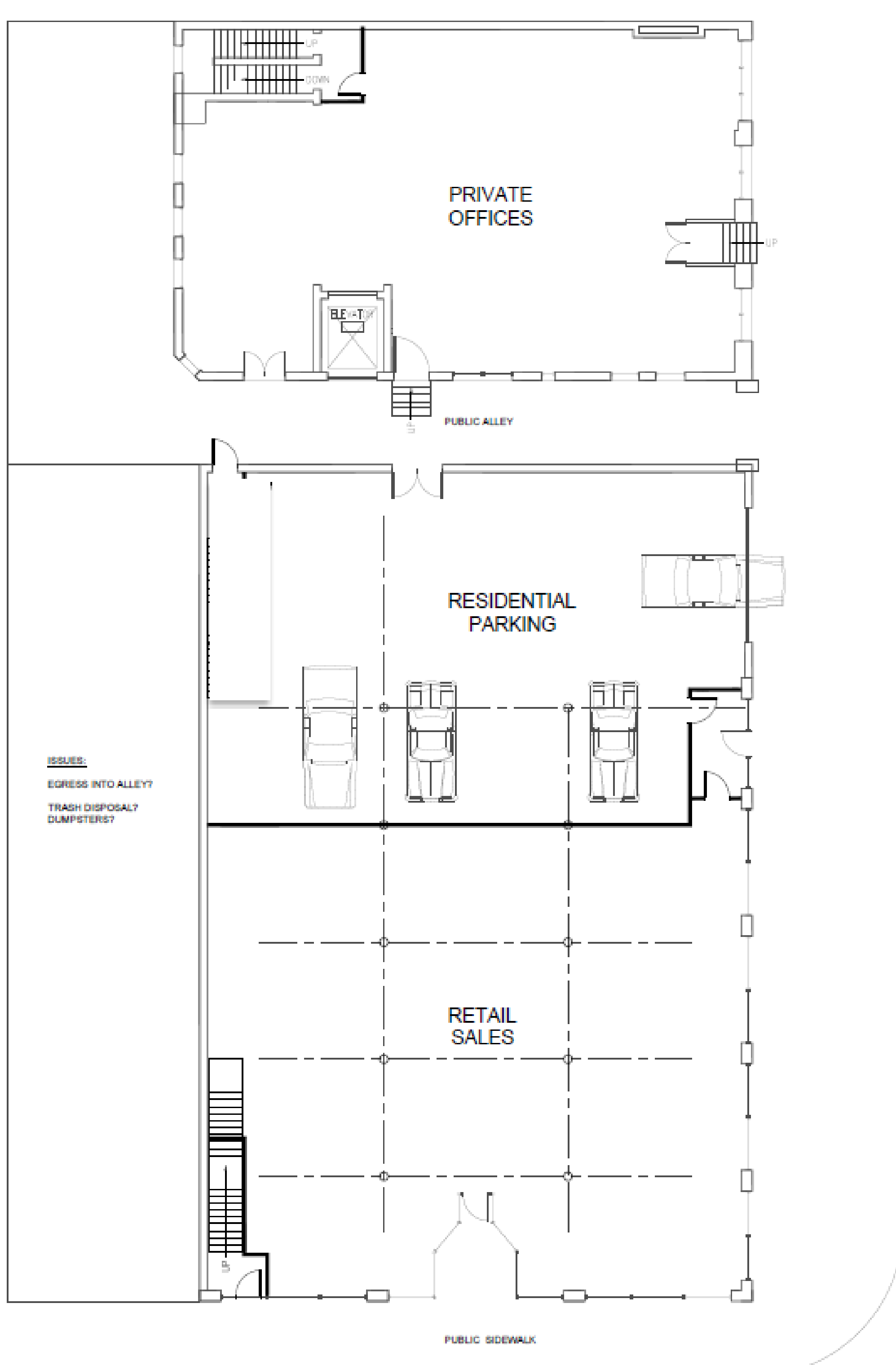
109 N. Adams Concepts



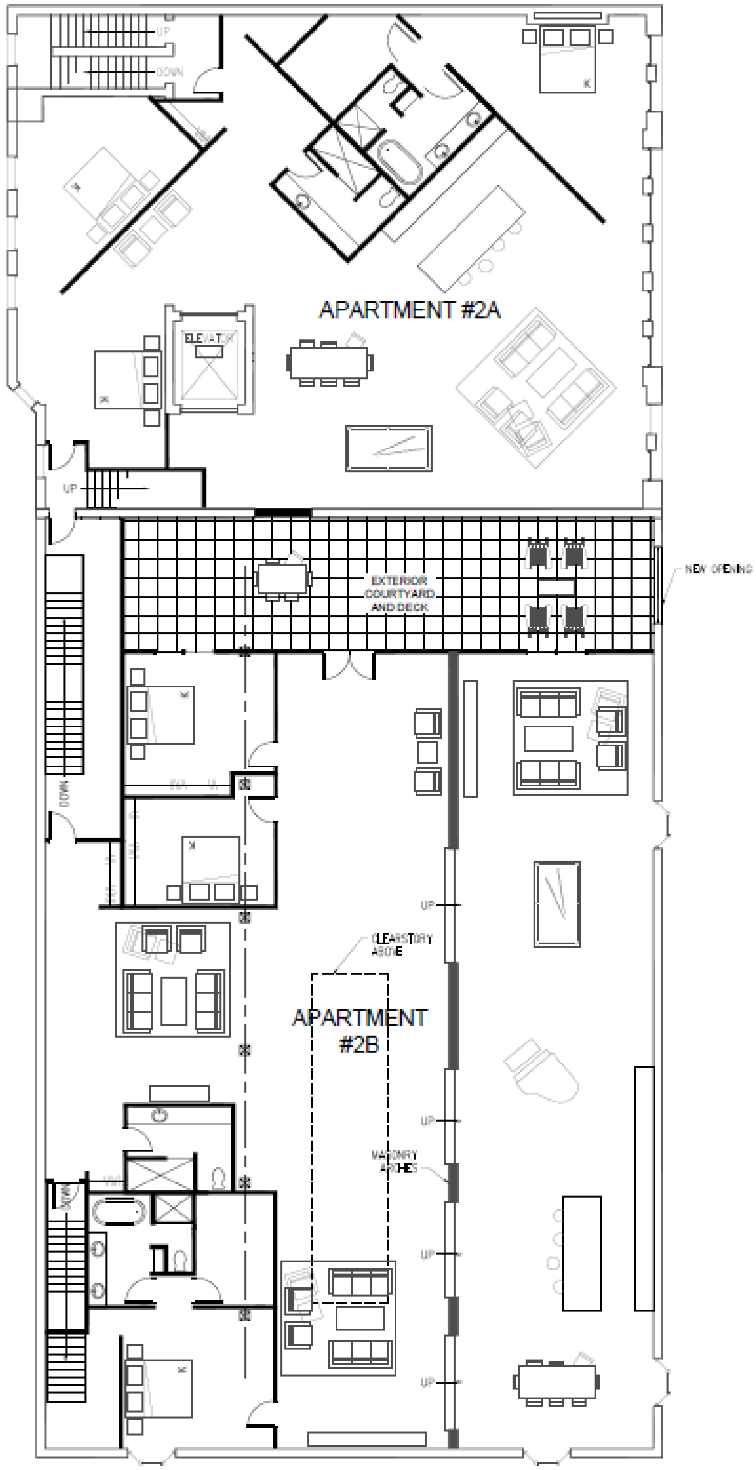
2nd LEVEL
FLOOR PLAN



3rd LEVEL
FLOOR PLAN



1 FIRST LEVEL PROPOSED FLOOR PLAN



SECOND LEVEL
PROPOSED FLOOR PLAN

EXISTING FACADE

PROPOSED GARAGE DOOR

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Ronda Bitney

AGENDA ITEM # E.3

Consideration with possible action to approve a two (2) month extension to the planning option that was awarded to Mike Budzis (NMRE Properties, LLC) for the sites located at 1209 S Maple Avenue and 1200 S Broadway.

BACKGROUND

In September 2024, RDA approved a six (6) month planning option to NMRE Properties, LLC for the development of two Industrial buildings to be constructed on the sites located at 1209 S Maple Avenue (parcel 1-878) and 1200 S Broadway (parcel 1-855).

The developer has requested a two (2) month extension to their planning option. During the past six (6) months, the developer has continued to make progress working with an Engineering and Architecture Firm and a builder. Site plans and materials have been finalized with the developer now working on final pricing. The developer still intends to occupy the building on 1209 S Maple Avenue with the building located at 1200 S Broadway to be leased to his brother.

Staff has reviewed updates and have provided additional comments and suggestions regarding code and the developer is continuing to communicate those recommendations with his builder.

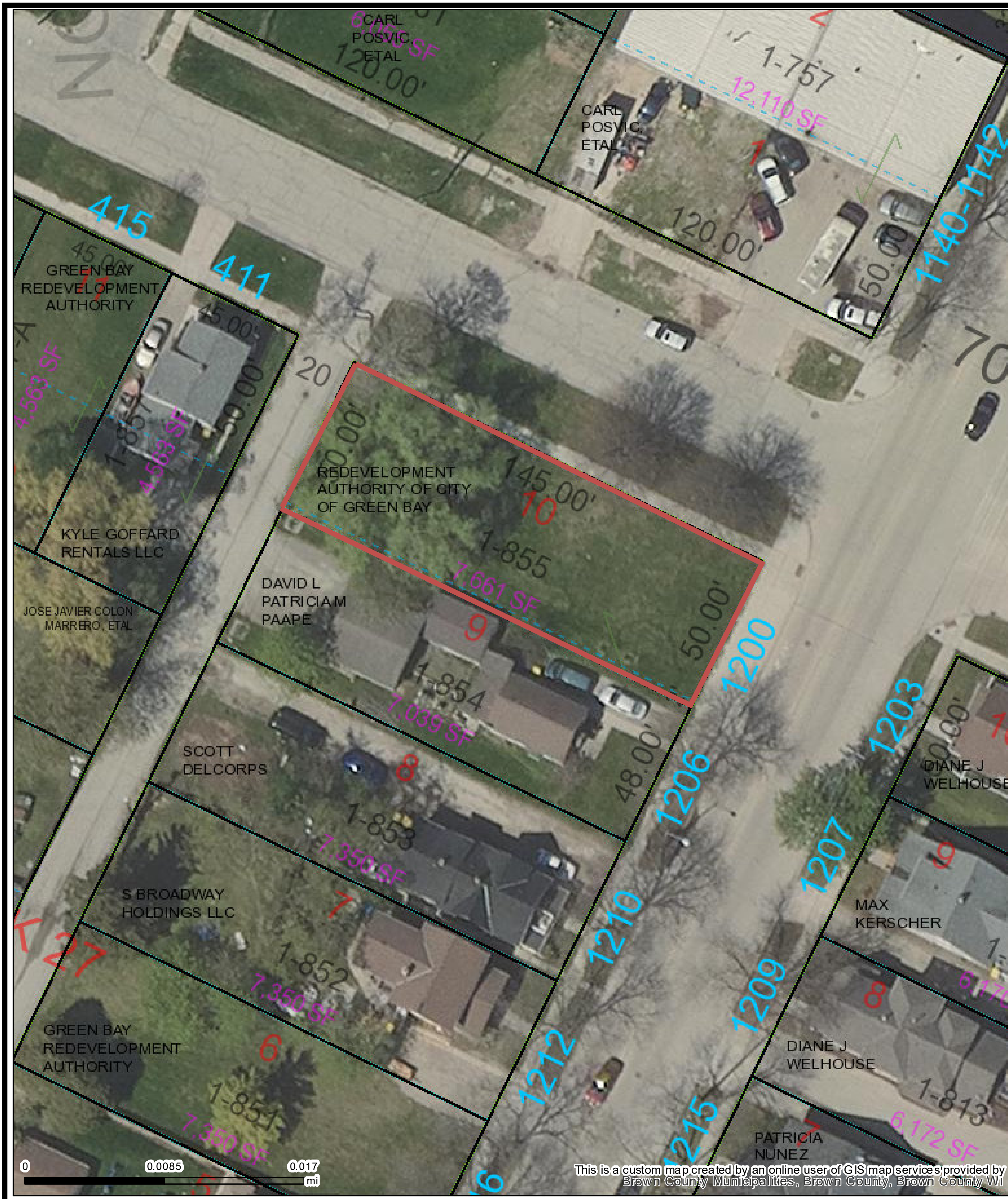
RECOMMENDATION

To approve a two (2) month extension to the planning option for the sites located at 1209 S Maple Avenue and 1200 S Broadway to NMRE Properties, LLC.

FISCAL IMPACT

ATTACHMENTS

1. 1200 S Broadway GIS
2. 1209 S Maple GIS



Part of Brown County WI

Map printed on 8/5/2024

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Part of Brown County WI

Map printed on 8/5/2024

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

Report to the

Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to approve the sale of 158 N. Maple Avenue (Tax Parcel 4-95) to NeighborWorks Green Bay for $8,200 and enter into a one-year development agreement for the construction of a single-family home located at this site.

BACKGROUND

The RDA purchased 158 N. Maple Avenue as a blighted property in hopes of redeveloping it for housing purposes in the Fort Howard neighborhood. The house was six rental units when purchased. After several attempts to redevelop this site, the decision was made to demo the blighted building and start with a clean parcel.

Staff has received a request from NeighborWorks Green Bay (NWGB) to enter into a one-year development agreement for the creation of a 2-story, single-family home with 3 bedrooms, 1.5 baths, and 1-car detached garage. The site is currently zoned OR (Office Residential). NWGB applied for and was granted a conditional use permit for a single-family residential home. The developer is offering to purchase the lot for the asking price of $8,200. This project will be constructed in partnership with Adopt-a-Home and potentially private funding sources while utilizing the Bridges Construction and Renovation Program of the Green Bay Area Public Schools in the 2025-26 academic year curriculum.

During a recent demo of this site, it was discovered that the sewer line from the road to the home was defective. NWGB has asked the RDA to fund the cost of connecting this line prior to the beginning of construction.

RECOMMENDATION

To approve the sale of 158 N. Maple Avenue (Tax Parcel 4-95) to NeighborWorks Green Bay for $8,200 and enter into a one-year development agreement for the construction of a single-family home located at this site.

FISCAL IMPACT

ATTACHMENTS

1. NeighborWorks Request
2. GIS
3. home plans
4. site plan

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

NeighborWorks® GREEN BAY

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

We solve housing challenges and build stronger communities.

February 4, 2025

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

Re: Development Agreement Request at 158 N. Maple Street (Parcel 4-95)

Dear Ms. Bitney and Members of the Authority,

NeighborWorks Green Bay (NWGB) was recently granted a 30-day planning option for the 158 N. Maple Street site, (Parcel 4-95) near the City's Broadway district. As a next step in this process, NWGB is requesting a development agreement with the Redevelopment Authority of Green Bay (RDA).

Legal Description –

.094 AC M/L
DOUSMANS ADD N 55 FT OF LOT 103 & N 55 FT OF W 25 FT OF LOT 102 AS DES IN 226 D 407 BCR.

Our offer to purchase this parcel is $8,200. The property is currently zoned OR-Office Residential with a conditional use permit required. The conditional use permit application was submitted and approved at the January 14, 2025 Plan Commission meeting followed by Common Council approval on January 21, 2025.

As shown in the attached drawings, we intend to build a single-family, 3-bedroom, 1.5 bath, 1-car detached garage residence based on the 'Chicago' design shown in the City of Green Bay Plan Book. Based on initial discussion with the City staff, it is our understanding that there is some sub-service utility repair that needs to occur prior to commencing work on this single-family development. If there is any additional insight you can provide on this topic, please let us know, so we can ensure proper scheduling for the work within our scope.

The design and materials palette will align with other successful single and multi-family residential projects Neighborworks has completed in recent years.

Finally, the structure described above will be constructed in partnership with our Adopt-a-Home project delivery method and will potentially utilize private funding sources. We also plan to include this development project in the Bridges Construction and Renovation Program of the Green Bay Area Public Schools as 2025-26 academic year curriculum.

Thank you for your consideration.

Sincerely,

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

Part of Brown County WI

Map printed on 6/5/2024

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

Parcel ownership key

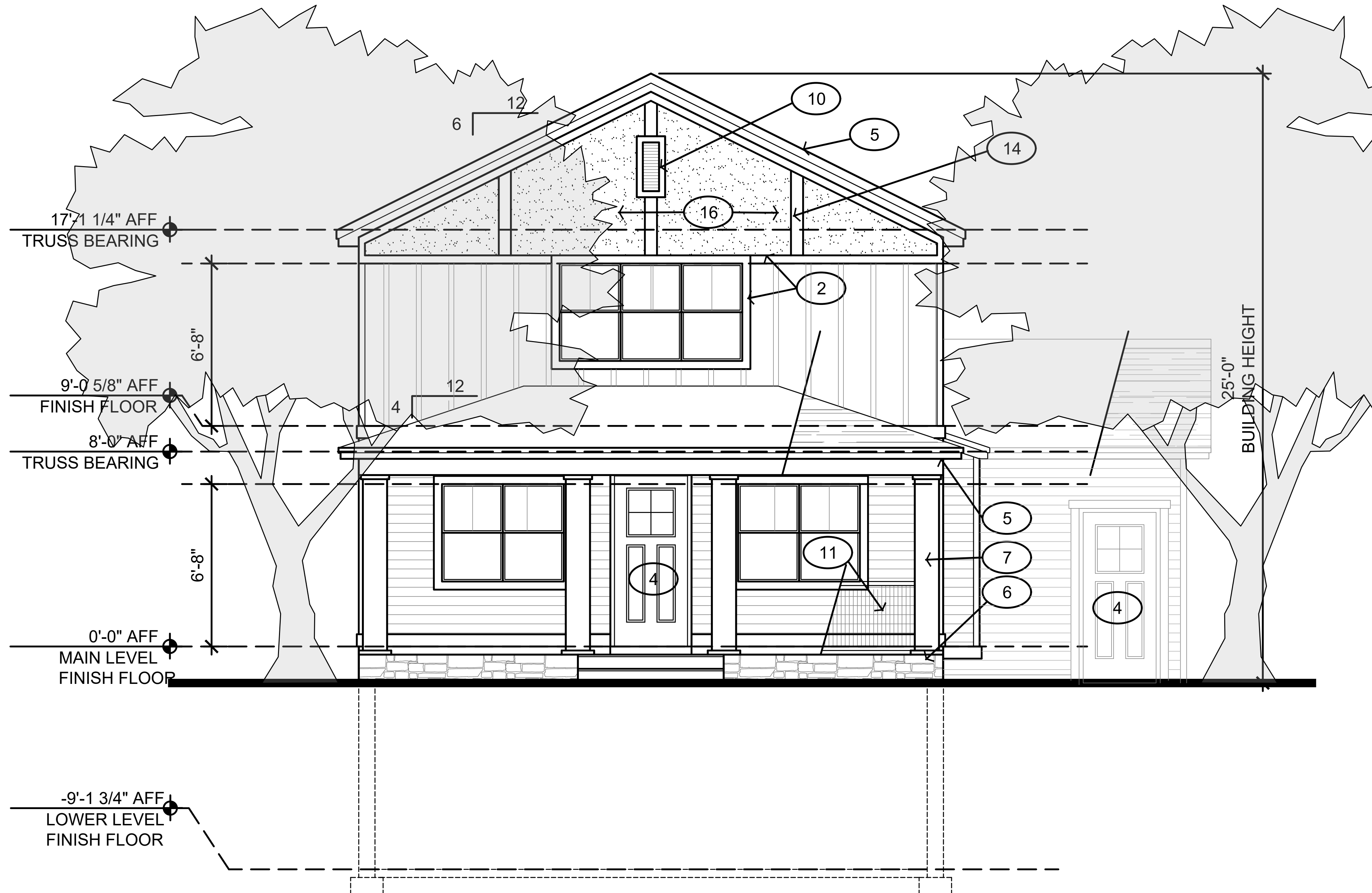
- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

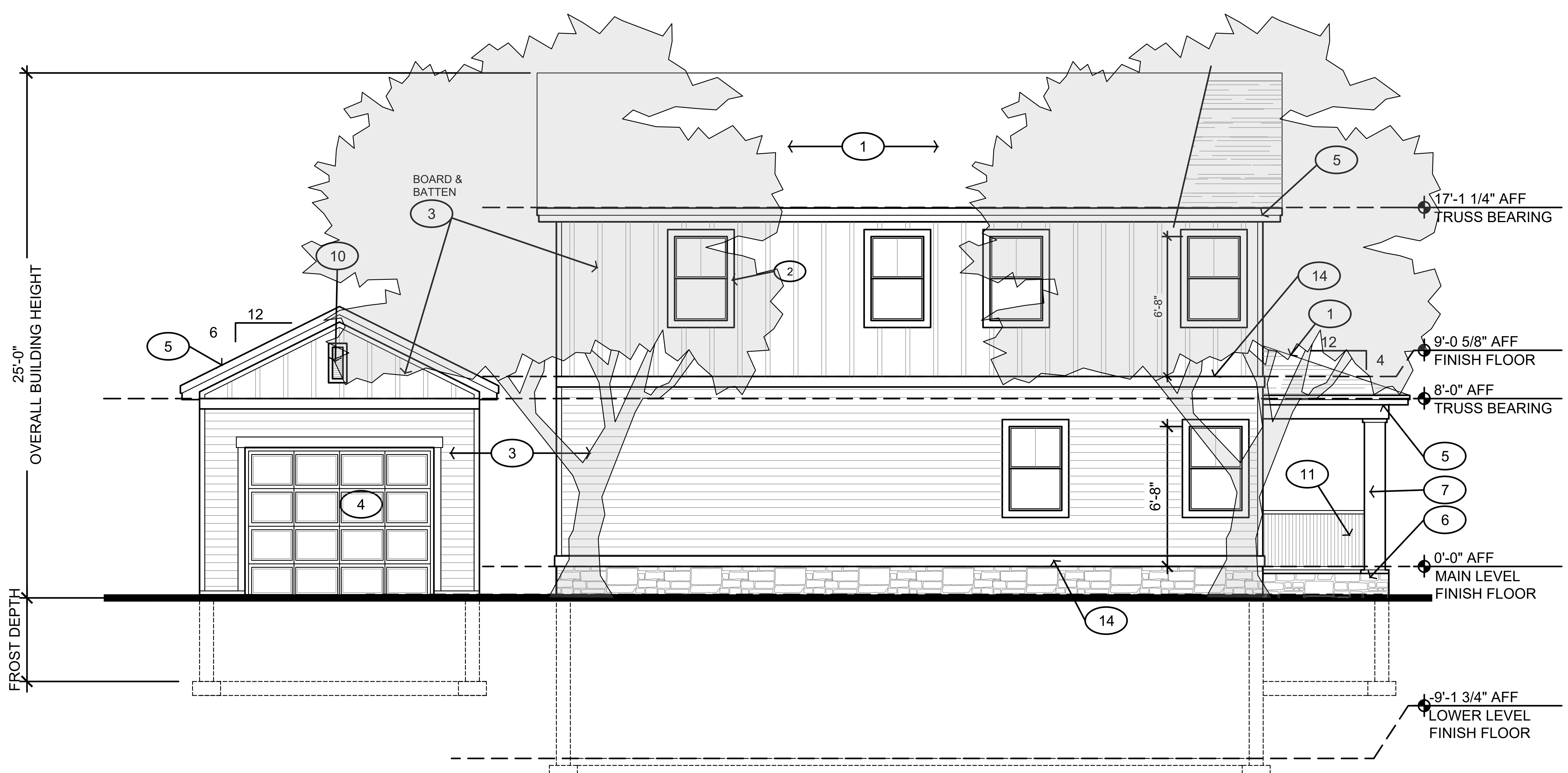


1 **WEST ELEVATION**
3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N.
3. SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. SYNTHETIC STONE VENEER.
7. VINYL COLUMN WRAP.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. WOOD STAIR.
10. ATTIC VENT.
11. GUARDRAIL. OMIT IF FLOOR TO GRADE DISTANCE IS 24" OR LESS.
12. DECORATIVE BRACKETS.
13. CONTINUOUS RIDGE VENT.
14. 6" TRIM. PAINT.
15. EGRESS WELL AND WINDOW. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
16. CEMENTITIOUS PANEL. PAINT.

KEY NOTES

X REFERENCED BY THIS SYMBOL THIS SHEET ONLY



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

NeighborWorks®
GREEN BAY

NEW SINGLE FAMILY RESIDENCE
v.1a
3 Bed/1.5 Bath/1 Car Garage (detached)
158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW
REVISION LOG

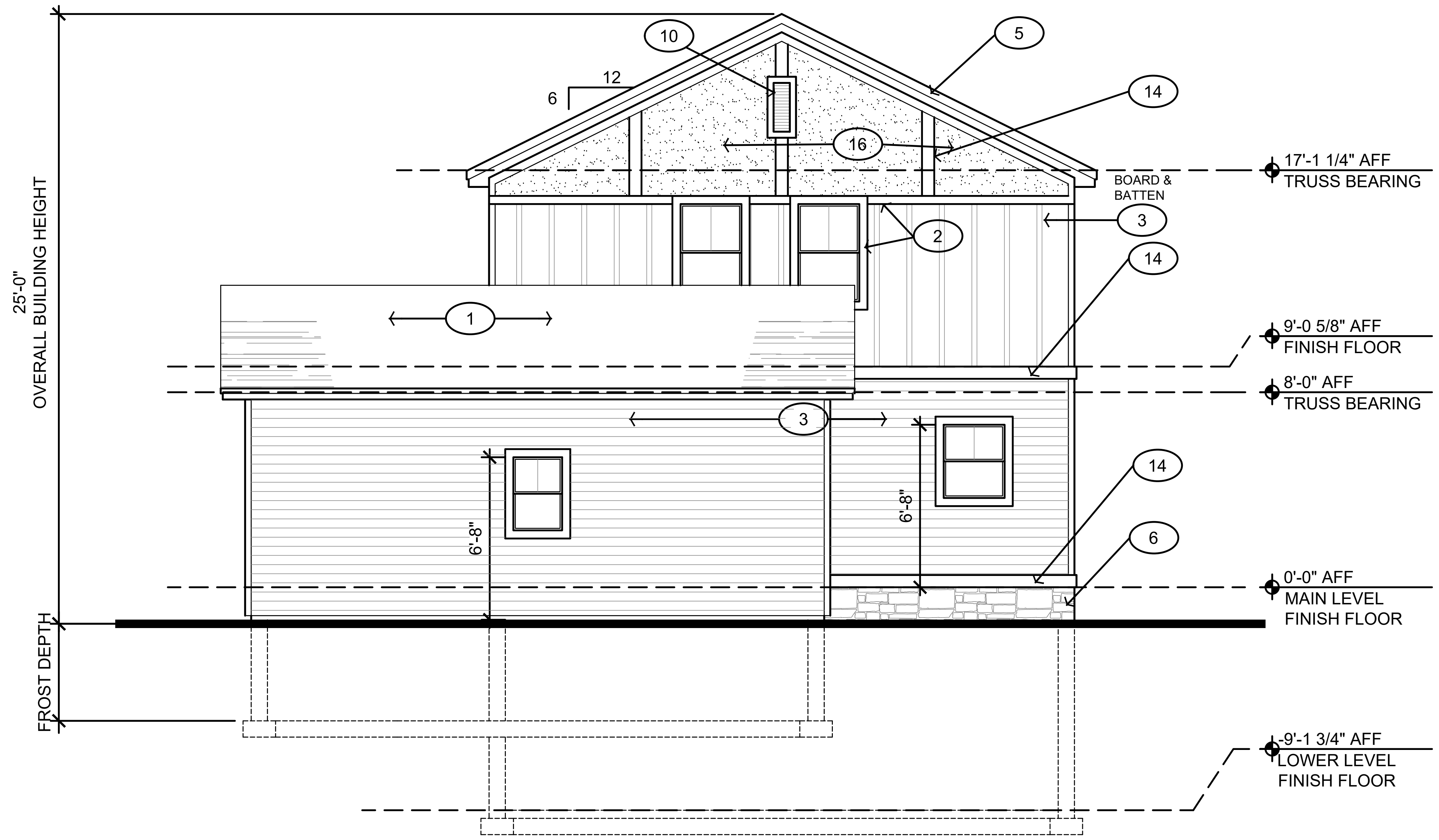
158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS

SHEET NAME

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

2.1
SHEET NUMBER

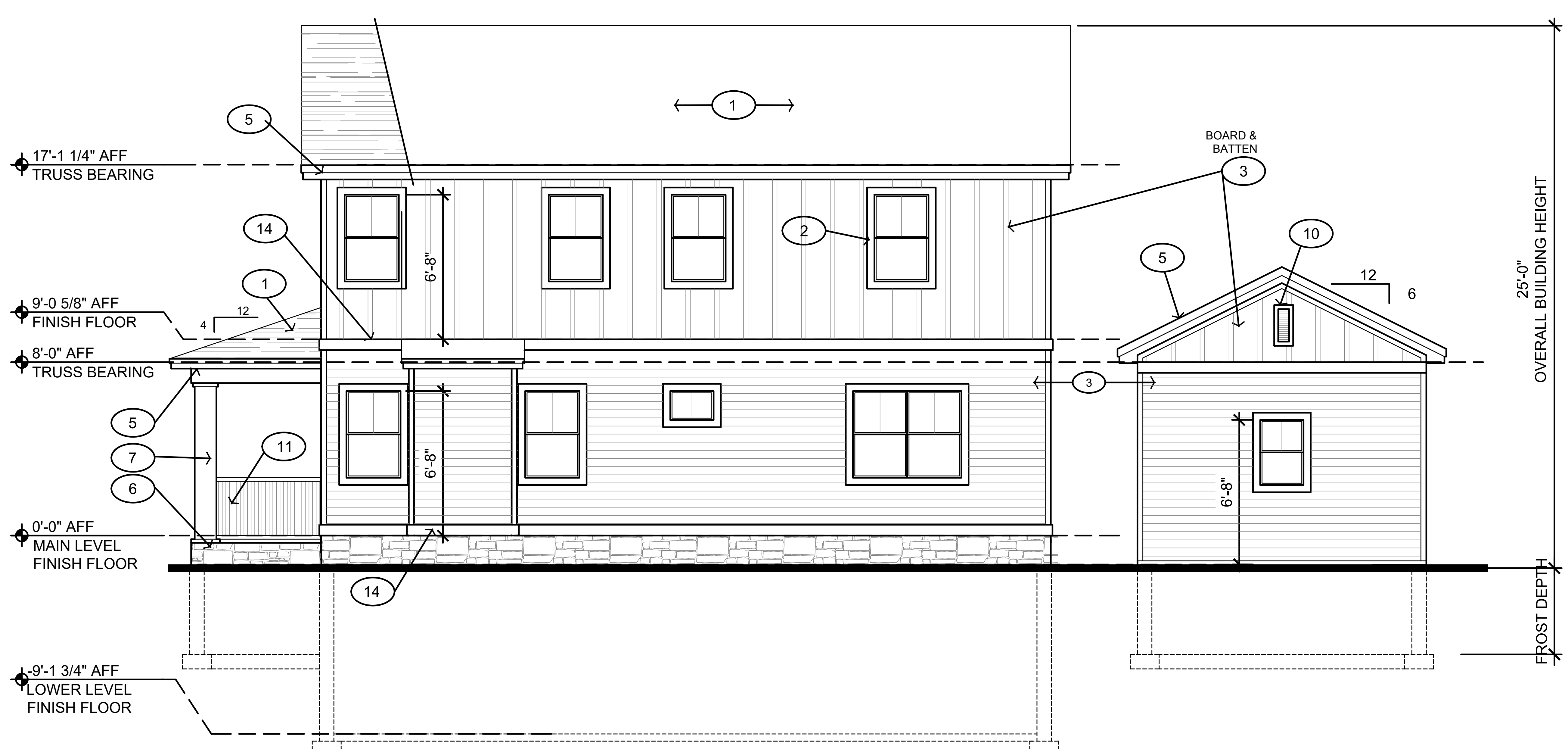


1 EAST ELEVATION
3/16" = 1'-0"

1. DIMENSIONAL SHINGLES OVER SYNTHETIC MEMBRANE.
2. 4" TRIM, TYP. AT JAMBS AND SILLS. U.O.N.
3. SIDING OVER BUILDING WRAP OVER SHEATHING.
4. MTL. CLAD DOOR.
5. PRE-FINISHED ALUMINUM FASCIA.
6. SYNTHETIC STONE VENEER.
7. VINYL COLUMN WRAP.
8. COOLING UNIT ON PAD BY HVAC CONTRACTOR.
9. WOOD STAIR.
10. ATTIC VENT.
11. GUARDRAIL. OMIT IF FLOOR TO GRADE DISTANCE IS 24" OR LESS.
12. DECORATIVE BRACKETS.
13. CONTINUOUS RIDGE VENT.
14. 6" TRIM. PAINT.
15. EGRESS WELL AND WINDOW. INSTALL DRAIN TILE AND GRAVEL DOWN TO FTG. HOLD GRAVEL 3" BELOW WINDOW SILL.
16. CEMENTITIOUS PANEL. PAINT.

KEY NOTES

(X) REFERENCED BY THIS SYMBOL THIS SHEET ONLY



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

NeighborWorks®
GREEN BAY

NEW SINGLE FAMILY RESIDENCE
v.1a
3 Bed/1.5 Bath/1 Car Garage (detached)
158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW

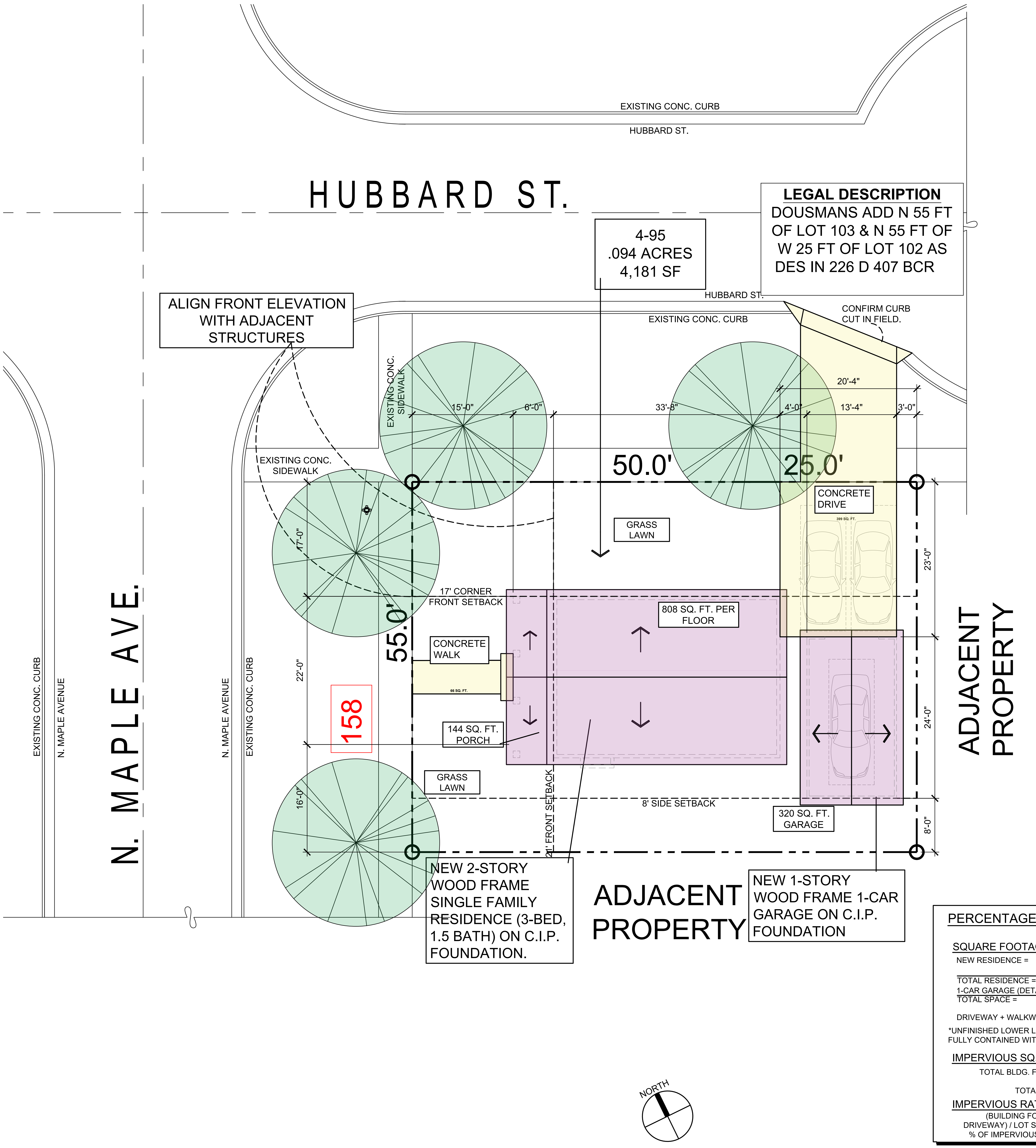
REVISION LOG

158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

EXTERIOR ELEVATIONS
SHEET NAME

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

2.2
SHEET NUMBER



PERCENTAGE OF IMPERVIOUS

SQUARE FOOTAGE INFORMATION:

NEW RESIDENCE =	741.0 SQ. FT. (MAIN LEVEL*) + 132.0 SQ. FT. (PORCHES)
TOTAL RESIDENCE =	873.0 SQ. FT.
1-CAR GARAGE (DETACHED) =	320.0 SQ. FT.
TOTAL SPACE =	1,193.0 SQ. FT.
DRIVEWAY + WALKWAYS =	465.0 SQ. FT.

UNFINISHED LOWER LEVEL AND FINISHED UPPER LEVEL ARE FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT

IMPERVIOUS SQ. FOOTAGE CALC.

TOTAL BLDG. FOOTPRINT: 1,658.0 SQ. FT.

TOTAL LOT SIZE: 4,181.0 SQ. FT.

IMPERVIOUS RATIO =

(BUILDING FOOTPRINT + DRIVEWAY) / LOT SIZE) x 100 = % OF IMPERVIOUS SURFACE: 1,658.0 / 4,181.0) x 100 = 39.7%

NeighborWorks®
GREEN BAY

NEW SINGLE FAMILY RESIDENCE

v.1a

3 Bed/1.5 Bath/1 Car Garage (detached)

158 N. Maple Avenue
Green Bay, WI 54303
Parcel 4-95

NOT FOR CONSTRUCTION

ISSUE DATE: 12/6/2024
ISSUED FOR: REVIEW

REVISION LOG

△
△
△

158 N. MAPLE AVENUE
GREEN BAY, WI
PROJECT NAME

SITE PLAN
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: 1" = 10'-0"

0.2
SHEET NUMBER

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a 30-day extension to a planning option with Greater Green Bay Habitat for Humanity for the sites located at 1108 S. Broadway, 1112 S. Broadway, 1116 S. Broadway, 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.

BACKGROUND

In January 2025, staff awarded an in-house 30-day planning option to Greater Green Bay Habitat for Humanity (Habitat) for the development of single-family homes on the sites located at 1108 S. Broadway, 1112 S. Broadway, 1116 S. Broadway, 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.

These sites are all zoned S-LRI-Special Purpose Residential Light Industrial and were purchased using Neighborhood Enhancement Funds.

Staff is working cooperatively with Habitat on design and zoning requirements and is recommending a 30-day extension to this planning option in order to bring a complete project to the RDA at the March meeting. Habitat is aware that they will be required to obtain approval for a CUP (conditional use permit) in order to build single-family homes at these sites.

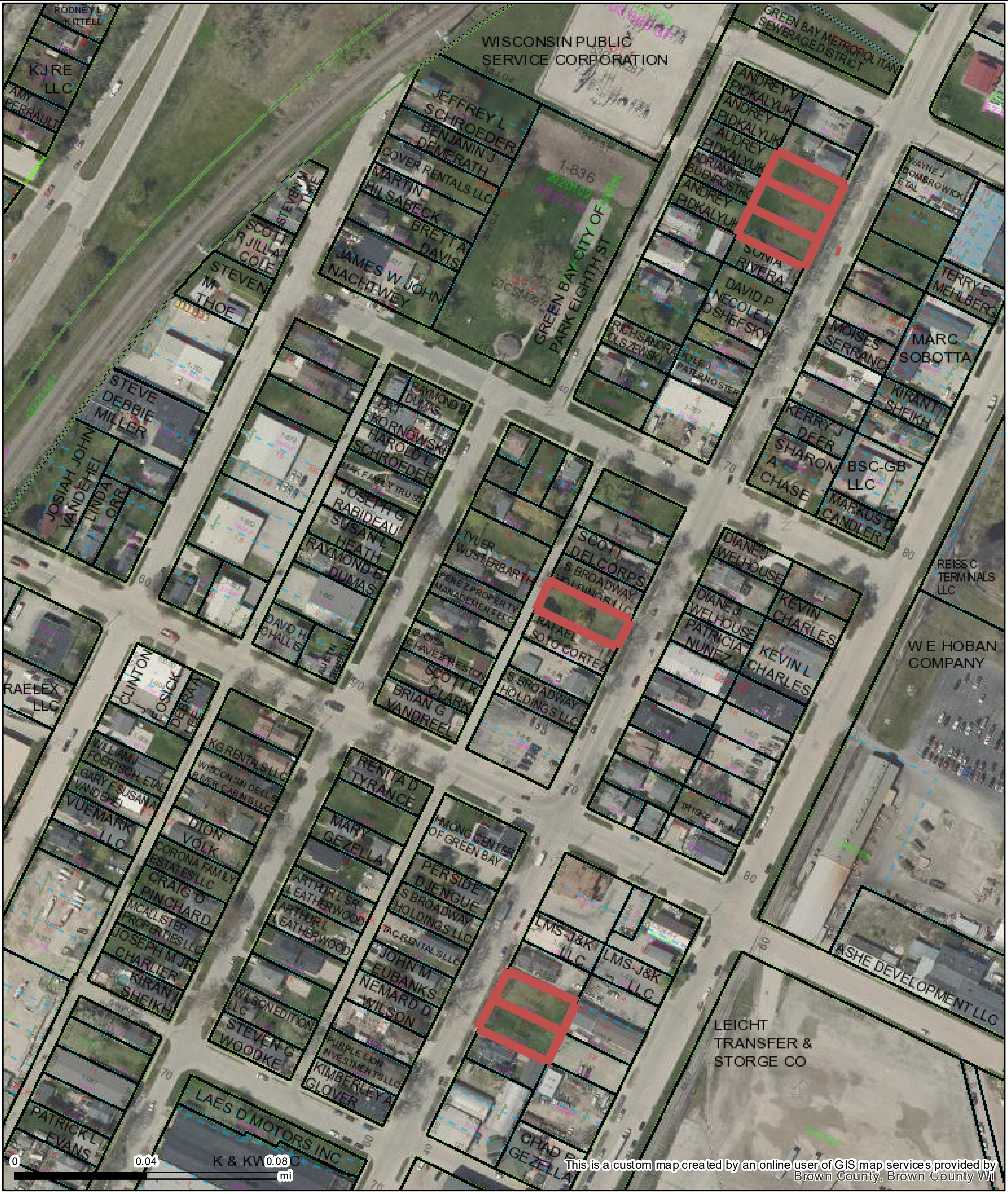
RECOMMENDATION

To approve a 30-day extension to Greater Green Bay Habitat for Humanity for the planning option on 1108 S. Broadway, 1112 S. Broadway, 1116 S. Broadway, 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.

FISCAL IMPACT

ATTACHMENTS

1. Habitat GIS



Part of Brown County WI

Map printed on 2/6/2025

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

N W E S

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

Brown County Planning & Land Services

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Will Peters

AGENDA ITEM # E.6

Consideration with possible action to award Community Development Block Grant (CDBG) funds for Public Service activities.

BACKGROUND

As part of the 2024 Community Development Block Grant (CDBG) Annual Action Plan, the City allocated a total of $163,700.00 of entitlement funding for public service activities. A competitive application process was used to make these funds available to qualified non-profit organizations who could administer public service activities in the City of Green Bay. We received 17 applications requesting a total of $860,556.00 in funding. An evaluation team was assembled to score the applications. The team gave preference to total scores and organizations who had not received CDBG funding in the past 5 years until funding was expended. As a result of this, staff is recommending the following funding awards:

Big Brothers Big Sisters of Northeast Wisconsin	$20,000.00
Encompass Early Education and Care	$50,000.00
Legal Action of Wisconsin	$48,700.00
Community Services Agency Inc.	$45,000.00

RECOMMENDATION

To approve the award of Community Development Block Grant (CDBG) funds for Public Service activities.

FISCAL IMPACT

ATTACHMENTS

1. Copy of INDIVIDUAL Proposal Evaluation Forms
2. Application Evaluation Narrative Summary

Green Bay Redevelopment Public Service Grant
TEAM EVALUATION

Instructions: Each team member will evaluate & score each application per the categories below. Maximum allowable points are listed in the left column per each category with maximum of 100 total points possible. List your +pros, -cons or comments. You will use these completed scorecards to assist in the Consensus Scoring process.

Vendor:

Possible Points	Categories	Points awarded to this vendor	Comments/ +Pros / -Cons
20	**Alignment with Purpose** – Provide a clear and concise description of the activity in your application that you are offering and how the activity qulifies as a CDBG eligible activity and aligns with CDBG Public Service Grant Fact Sheet and Funding Policy.		
20	**Community Need-** Indentifies the community need for the proposed activity.		
10	**Organization Capacity-** Previous Grant project experience (include experience in the State of Wisconsin). Number of years providing similar services herein, services your Organization provides, number and location of facilities, organizational chart and number of employees.		
30	**Impact in the Community**-List the service/activity (s) you are quoting herein, how many individuals and families this service will impact. List any other information you feel is relevant to your organizations impact in the Community.		
10	**Budget** - Cost of funds needed to complete this Activity/ Service. Proposal cost will be scored on the basis of that which provides the best overall value to the City/Clients.		
10	**Staff Qualifications** – List of employees with titles and resumes attached.		

100		0	

Application Evaluation Summary

Applicant	Project	Funding Request	Staff Recommendation
Big Brothers Big Sisters	**Youth Mentoring Program** • Establish a new Teen Mental Health First Aid training. Program will help teens how to identify, understand and respond to signs of mental health and substance use challenges among their friends, peers, and themselves.	$20,000.00	Award $20,000.00
Brain Center	**Brain Health Coaching Program** • Provide personalized strategies to promote cognitive wellness and resilience. Objectives include: Brain health optimization, quality of life improvement, disease prevention and management, empowerment and self-management, and care partner support.	$15,000.00	No award, not enough funding to allocate to the total project

Brown County United Way	**Brown County United Way Childcare Initiative** • Provide childcare scholarships for families participating in the Culturally Responsive Childcare Partnership.	$50,000.00	No award, not enough funding to allocate to the total project
Encompass	**Childcare for Families In Need** • Expand current tuition assistance program to provide no-cost tuition for families that fall within HUD's Low-to-moderate income designation.	$70,000.00	Partial Award $50,000.00
Howe Community Resource Center	**Howe Women Rising Leadership Program** • Funding to provide nine-month leadership program for women from divers backgrounds with low-to-moderate income households who have faces systemic barriers like poverty, trauma, or limited access to education.	$35,000.00	No award, not enough funding to allocate to the total project
Legal Action	**Elder Rights and Senior Law** • Provide legal aid and education opportunities geared toward seniors and their familis.	$70,000.00	Partial Award $48,700.00

Literacy Green Bay	**1-1 Tutoring Program** • Provide one on one tutoring for Literacy Green Bay adult learners.	$50,000.00	No award, not enough funding to allocate to the total project
Lovin The Skin I'm In	**Empowering and Uplifting Black & Brown Girls** • Provide focused mentorship, community engagement opportunities, and educational support to help nurture confidence and empowerment among young black and brown girls.	$10,000.00	No award, not enough funding to allocate to the total project
New Leaf	**New Leaf Health and Mental Wellness Education and Mentorship Program** • Provide educational programs and mentorship that empower individuals by building skills, supporting physical and mental health, and fostering community engagement through urban agriculture initiatives. Educational programs will focus on healthy foods and environmental sustainability,	$10,000.00	No award, not enough funding to allocate to the total project

WI Prison Birth Project	**Parenting and Health Education for Incarcerated People in Brown County** • Provide prenatal education and individualized peer support for incarcerated individuals at Brown County Jail.	$66,000.00	No award, not enough funding to allocate to the total project
YWCA	**Childcare Tuition Subsidies** • Provide reduced tuition for low and very low-income families.	$70,000.00	No award, not enough funding to allocate to the total project
House of Hope	**Collaborative Family Childcare Center Pilot Program** • Rehab a HOH property to serve as a childcare center for 8 children and permanent home for the childcare provider.	$100,000.00	No award, not enough funding to allocate to the total project
COMSA	**Pathways to Empowerment: ESL and Senior Services for Refugees and Immigrants** • Provide ESL education to non-DCF qualifying adults and those on waiting lists for existing programs. Provide tailored services for refugee and immigrant seniors including health promotion activities,	$70,000.00	Partial Award $45,000.00

	transportation assistance, and senior companion programs.		
NeighborWorks Green Bay	**NeighborWorks Green Bay Home Ownership Center** • Provide support to individuals and families at any stage in their homeownership journey. Provide tools to navigate the complicated homebuyer process and prepare for owning their own home.	$70,000.00	No award, not enough funding to allocate to the total project
Newcap	**Preventing Older Adult Isolation** • Facilitate bi-weekly trips to food pantries and lunch clubs, provide social outings in the community.	$87,556.00	No award, not enough funding to allocate to the total project
You Belong Together	**Expanding Our All-Abilities Programming** • Provide life skills class and vocational training program to current offerings of programming for people with and without disabilities.	$22,000.00	No award. Not located in Green Bay.

Salvation Army	**Older Adults Programming- Capacity Building** • Provide staff funding for Older Adult Ministries.	$45,000.00	Not eligible for funding.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RDA Financial Report 2025
2. Check Report

Redevelopment Authority
Financial Report
CDBG
1/31/2025

CDBG Entitlement Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	30,335.00	-	-	335.00	30,000.00
Public Services	-	347,590.16	-	12,737.55	171,152.61	163,700.00
CDBG Eligible Areas HILP Program	-	141,246.14	-	18,042.50	123,203.64	-
CDBG Eligible Areas Public Facilieities and Infrastructure	-	252,383.35	-	40,850.00	19,366.16	192,167.19
CDBG Eligible Areas-Beautificatio/Art	-	87,559.87	-	-	-	87,559.87
Economic Development Façade	-	90,000.00	-	-	-	90,000.00
Economic Development - RLF	-	40,607.57	28,767.82	-	-	69,375.39
Administration	-	174,851.18	-	15,389.84	-	159,461.34
	$ -	**$ 1,164,573.27**	**$ 28,767.82**	**$ 87,019.89**	**$ 314,057.41**	**$ 792,263.79**

CARES CDBG-CV Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI	-	36,414.78	-	3,602.00	32,812.78	-
	$ -	**$ 36,414.78**	**$ -**	**$ 3,602.00**	**$ 32,812.78**	**$ -**

Redevelopment Authority
Financial Report
HOME
1/31/2025

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	272,016.68	-	11,410.00	260,606.68	-
Downpayment Closing Cost Assistance	-	50,000.00	-	-	-	50,000.00
CHDO Projects	-	434,784.00	-	-	306,999.00	127,785.00
Housing Development Projects	-	1,518,941.30	88,149.45	-	494,418.00	1,112,672.75
Administration	-	165,660.33	9,461.05	12,748.70		162,372.68
HOME-ARP Admin	-	1,881,229.91	-	10,821.63	870,407.98	1,000,000.30
	$ -	**$ 4,322,632.22**	**$ 97,610.50**	**$ 34,980.33**	**$ 1,932,431.66**	**$ 2,452,830.73**

City of Green Bay RDA

Check Register

31-Jan

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21829	01/22/2025	BROWN COUNTY TREASURER	4,250.00
21830	01/22/2025	CITY OF GREEN BAY	32,765.05
21831	01/22/2025	HARMER STEEL PRODUCTS COMPANY	40,820.00
21832	01/22/2025	MANDOLIN FOUNDATION LIMITED	412.50
21833	01/22/2025	METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL, INC.	335.00
21834	01/22/2025	NEIGHBORWORKS GREEN BAY	10,415.00
21835	01/22/2025	N.E.W. COMMUNITY CLINIC, LTD	6,168.11
21836	01/22/2025	LAUREN DEVILLERS	732.50
21837	01/28/2025	BOYS & GIRLS CLUB OF GREEN BAY, INC.	1,629.44
21838	01/28/2025	CITY OF GREEN BAY	7,773.23
21839	01/28/2025	ECUMENICAL PARTNERSHIP FOR HOUSING	3,602.00
21840	01/28/2025	MANDOLIN FOUNDATION LIMITED	277.50
21841	01/28/2025	NEIGHBORWORKS GREEN BAY	29,242.50
21842	01/28/2025	PETERS CONCRETE CO	27,341.65
			$ 165,764.48

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
February 11, 2025	Cheryl Renier-Wigg, Staff

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

The development of the vacant lot at Cherry and Washington Streets created some challenges for the occupants of the adjacent BayLake Bank Building. Upon approval of this project, the Common Council directed staff to continue to work with the occupants of the building in addressing these needs.

Staff began working with the representatives of the BayLake Bank Building on their desire to create additional parking on their property facing Adams Street. Staff met with the architect and representatives for the building along with the Department of Public Works several times in May and early June 2024 to discuss design and needs for parking along Adams Street. Three to four options were developed and reviewed by staff and building representatives. The option that was decided upon required a street vacation, revocable occupancy permit, easement, and variances. The street vacation at the southeast corner of Northland and Adams Streets was approved by the Plan Commission and Common Council in September 2024. The revocable occupancy permit is in process. The easement needed is between private property owners, so staff are not involved with this, and we have not received any applications for variances yet.

Staff also worked with the Condo Association on a facade grant. The ARPA Commercial Façade Grant Program provides funding to enhance and revitalize the aesthetics of Green Bay's commercial districts. In 2022, the City of Green Bay authorized $1.3 million in funds from the American Rescue Plan Act to expand the Façade Grant Program and support larger projects. Program participants can be reimbursed up to 75% of eligible costs for exterior work. Applications were accepted until December 2024, when funds were fully expended.

<u>BayLake Application</u>
In mid-November, BayLake City Center Condominium Association applied for the ARPA Commercial Façade Grant. According to the application, the Condo Association is proposing to move the main entrance of Spring Lake Church, add a parking lot and drop off area, and remodel a stairwell. The Condo Association's full project is beyond the scope of the Façade Grant Program, and the cost for the full project exceeded the amount left in the program in November 2024. All the eligible work was reviewed by the design review committee and $274,577 of the work was found to be eligible for the grant. The grant agreement was written for $205,900 (75% of the eligible costs).

List of Eligible Projects:

- Architectural drawings
- Demolition of windows
- New masonry
- Vestibule framing

- New doors
- Paint

The agreement was signed by the applicant and the City on December 30, 2024. The project completion date is December 23, 2025. The completion date only applies to the scope of work in the agreement, not the additional construction the Condo Association has planned. Any requests for amendments or extensions must be submitted in writing to City staff.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Development Tracking 20250206

City of Green Bay Development Tracker (Large Scale) - February 2025								
	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
Multi-family								
						Total #	Under 80%	
1	**US Bank Redevelopment**	Living Downtown LLC	425 Pine Street	Market multi-family rental, commercial	DA approved in November. Construction scheduled early 2025	55	0	$9,600,000.00
						Total #	Under 80%	
2	**1116 Hobart Drive**	Moski Corp	1116 Hobart Drive	Market multifamily	Term Sheet approved in November. DA anticipated in March.	30	0	$5,500,000.00
						Total #	Under 80%	
3	**Merge @ Shipyard**	Merge LLC	239 Arndt Street	Market multi-family rental, retail	Developer going out to bid for construction in January.	225	0	$21,000,000.00
						Total #	Under 80%	
4	**200 N. Monroe**	Three Sixty LLC	200 N. Monroe	Mixed Income rental 148 rental units, 27 townhomes	PO expires 4/8/2025	175		tbd
						Total #	Under 80%	
5	**Gorman @ JBS**	Gorman & Co.	0 Lime Kiln Rd	Workforce multi-family	Terms of DA under negotiation	95	0	$10,000,000.00
						Total #	Under 80%	
6	**Former Badger Sheet Metal**	General Capital	420 S. Broadway/419 S. Maple	Multi-family rental, retail, Fire Station/Admin, greenway	Design underway. Update to RDA anticipated in March	140	TBD	tbd
						Total #	Under 80%	
7	**New Land 221 Cherry**	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	Construction underway	268	0	$38,000,000.00
						Total #	Under 80%	
8	**222 Cherry St LLC**	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	DA amendment approved Nov '24. Demo planned early 2025.	71	0	$10,500,000.00
						Total #	Under 80%	
9	**University Ave**	NWGB	1100 Block of University Ave	16 Unit Complex	Waiting for funding determination for possible March RDA	14	TBD	TBD
Single-family								
						Total #	Under 80%	
10	**Habitat Homestead**	Habitat for Humanity	0 Richmond St	Affordable single-family owner occupied detached and townhomes	Construction underway	14	14	$2,925,000.00
						Total #	Under 80%	
11	**Southwest Woods**	Garritt Bader	Hinkle S. of Mason	Single family housing with new roads	Development Agreement approved in March. New TID created. Construction planned this year.	29	0	$8,000,000.00
Commercial								
						Total #	Under 80%	

12	**Green Bay Plaza**	ICAP Development	155 W. Mason	Commercial	DA approved. Development underway	0	0	$4,000,000.00
						Total #	Under 80%	
13	**S&S Buildings**	Investment Creations	227 E Walnut, 101 & 109 N Adams	Mixed use law office, retail, market rate apartment	Development Agreement under consideration at February RDA	1	0	$1,500,000.00
Industrial								
						Total #	Under 80%	
14	**Pulliam Redevelopment**	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Negotionations continue			tbd
						Total #	Under 80%	
15	**Green Bay Drop Forge Cleveland Hardware**	Bill Hoben	3855 Finger Road	Industrial	Development Agreement to be considered at February RDA.	0	0	$10,500,000.00
						Total #	Under 80%	
16	**Grandview - Smet**	Smet	Erie at Arline	Includes 12,500 sf office / 93,750 sf industrial	Design underway for 20-acre site. PO extended to April	0	0	tbd
						Total #	Under 80%	
17	**Grandview - Gerarden**	Gerarden Fabrication	Erie at Arline	Furniture manufacturing, showroom, office	Design underway for 5-acre site. PO extended to April	0	0	tbd
Park/Public								
						Total #	Under 80%	
18	**Shipyard Phase 2**	**City/RDA**	100 W. Mason	Event lawn, dog park, urban beach, splash pad, playground, restrooms	Engineer selected. Construction planned to start in late 2025	0	0	$0.00

	Units	Under 80%	Value
TOTALS	**1,117**	**23**	**$121,525,000.00**

COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Park/Public