



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

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

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOVYzMyNTA0c1FJQT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 831 8804 4732

Passcode: 084117

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

B. Roll Call.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the Tuesday, March 11, 2025, meeting of the Redevelopment Authority.

D. Approval of Minutes.

- I. Approval of the minutes from the February 11, 2025 meeting.

E. Public Hearing

- I. Consideration with possible action to adopt a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown, to remove parcel #15-168-A from the TID 5 boundary.

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

F. Regular Business.

1. Consideration with possible action to adopt a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown to remove parcel #15-168-A from the TID 5 boundary.
2. Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.
3. Consideration with possible action on the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

4. Consideration with possible action to approve a 30-day extension to a planning option with Greater Green Bay Habitat for Humanity for the sites located at 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.
5. Consideration with possible action on an additional Community Housing Development Organization (CHDO) funding request from NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.
6. Consideration with possible action on the proposed update to the Commercial Facade Building Materials Grant Policy.

G. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Date of next meeting: April 8, 2025.

H. 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
**Tax Incremental Districts Joint Review Board
of the City of Green Bay**

MEETING DATE

March 11, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # E.1

Consideration with possible action to adopt a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown, to remove parcel #15-168-A from the TID 5 boundary.

BACKGROUND

Pursuant to Wis. Stats. §66.1105, the purpose of this public hearing is to provide interested parties a reasonable opportunity to express their views regarding the proposed Territory Amendment to the Project Plan for Tax Incremental District No. 5 (TID 5), which would remove parcel #15-168-A from the boundary of TID 5.

All persons will be afforded a reasonable opportunity to be heard concerning the proposed Territory Amendment. A copy of the proposed TID 5 Amended Project Plan is available for public inspection and will be provided upon request during normal business hours at the front desk of the Community & Economic Development Department in Room 608 at the Green Bay City Hall, located at 100 N. Jefferson St. This information can also be viewed on the City's website at:
<https://greenbaywi.gov/473/TIF-BID-Districts>.

RECOMMENDATION**FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

March 11, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # E.2

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

BACKGROUND

Pursuant to Wis. Stats. §66.1105, the purpose of this public hearing is to provide interested parties a reasonable opportunity to express their views regarding the proposed Allocation Amendments to the Project Plan for Tax Incremental District No. 12 (TID 12), I-43 Industrial Park.

The proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile radius of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers as part of a development agreement.

Additionally, the proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

A copy of the proposed TID 12 Amended Project Plan is available for public inspection and will be provided upon request during normal business hours at the front desk of the Community & Economic Development Department in Room 608 at the Green Bay City Hall, located at 100 N. Jefferson St. This information can also be viewed on the City's website at: <https://greenbaywi.gov/473/TIF-BID-Districts>.

RECOMMENDATION**FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

March 11, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # F.1

Consideration with possible action to adopt a Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown to remove parcel #15-168-A from the TID 5 boundary.

BACKGROUND

The proposal seeks to remove parcel #15-168-A, located at 100 East Mason Street, from the TID 5 boundary, as identified within the Map and table in Appendix C of the draft Amended Project Plan, and to amend the Legal Description in Appendix B to reflect the new TID 5 boundary.

RECOMMENDATION

Recommend the RDA adopt the Territory Amendment Resolution and amend the Project Plan for TID Five (5), East and West Downtown.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Resolution - TID 5 Territory Amendment 3.11.25
2. TID 5 Project Plan Amendment - DRAFT 3.11.25
3. TID 5 Original Project Plan

**RESOLUTION 25-04
REGARDING A TERRITORY AMENDMENT FOR TAX INCREMENT DISTRICT
NUMBER FIVE (5), EAST AND WEST DOWNTOWN (“TID 5”)**

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Five (5), East and West Downtown (“TID 5”), on December 21, 1999; and

WHEREAS, in accordance with Wis. Stats. §66.1105, the City and the Redevelopment Authority of the City of Green Bay (“RDA”) desire to remove parcel #15-168-A from the boundary of TID 5, which is generally located in the area east of the Fox River, south of Mason Street, west of Adams Street, and north of Cass Street; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt a Territory Amendment Resolution and amend the Project Plan for TID 5 on Tuesday, July 16, 2019; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendment to TID 5, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City’s official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

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

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 5; and
5. A map showing proposed improvements and uses in TID 5; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 5 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 5 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

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

1. That “but for” the Territory Amendment to TID 5, the development projected to occur as detailed in the *Comprehensive Plan* would not occur in the manner desired by the City and RDA; and
2. TID 5 shall remain a blighted area district, as greater than fifty percent (50%) by area of the real property within the proposed Territory Amendment is in need of blight elimination thereby exceeding the fifty percent (50%) threshold as defined in Wis. Stats. §66.1337 (2m)(b); and

3. The proposed activities and project costs in the Amended Project Plan will continue to relate directly to blight elimination within TID 5 consistent with the purpose for which the District is created; and
4. The proposed activities and project costs in the Amended Project Plan are in concurrence with Wis. Stats. §66.1337, which enables the City to conduct specific blight elimination and rehabilitation and conservation work, including:
 - 4.1 A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - 4.2 Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - 4.3 Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - 4.4 The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project; and
5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 5; and
6. The economic benefits of TID 5, as measured by increased property value, employment, and income,
 - 6.1 are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.2 are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
7. The TID 5 Amended Project Plan is feasible and in conformity with the City *Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay (RDA) hereby approves the Territory Amendment Resolution for Tax Increment District Number Five (5), East and West Downtown; and

BE IT FURTHER RESOLVED that the RDA approves and adopts the proposed Amended Project Plan for TID 5 and recommends its approval to the Common Council.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

Gary J. Delveaux
Redevelopment Authority, Chair

Cheryl Renier-Wigg
Redevelopment Authority, Secretary



City of Green Bay
Department of Community and Economic Development

**Tax
Increment
District
Five (5)**

East and West Downtown

**Amended
PROJECT PLAN**
RDA Public Hearing

**City of Green Bay, Wisconsin
March 11, 2025**

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Cole Runge, *Brown County*
Cale Pulczynski, *Green Bay Area Public Schools*
Adam Pfost, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
Craig Stevens, *District 5*
Joey Prestley, *District 6*
Alyssa Proffitt, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, President*
Ben Delie, *District 10*
Melinda Eck, *District 11*
Kathy Hinkfuss, *District 12*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Deby Dehn
Alderson Kathy Hinkfuss, *District 12*
Melanie Parma
Renita Robinson
Stephen Srubas

This Project Plan was prepared by
Matthew Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
Erin Rosinski, *Design Specialist*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

Table of Contents

Summary of Findings..... 4

Proposed Amendment..... 5

Map of Parcel to be Removed from TID 5.....6

Map of Overlapping TIDs 8

Appendix A: City Attorney Legal Opinion 10

Appendix B: Amended Legal Description for TID 5 11

Appendix C: Parcel to be Removed from TID 5 and Assessed Value..... 12

DRAFT

Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Five (5), East and West Downtown, (“TID 5”) on December 21, 1999; and
2. In accordance with Wis. Stats. §66.1105, the City and the Redevelopment Authority of the City of Green Bay (“RDA”) desire to remove parcel #15-168-A from the boundary of TID 5, which is generally located in the area east of the Fox River, south of Mason Street, west of Adams Street, and north of Cass Street; and
3. The Common Council of the City designated the RDA to perform all acts necessary to adopt a Territory Amendment Resolution and amend the Project Plan for TID 5 on Tuesday, July 16, 2019; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Tuesday, March 11, 2025, at 1:30 p.m. in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendment to TID 5, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Tuesday, March 4, 2025, published a notice of said public hearing in the City’s official paper, the Green Bay Press-Gazette; and
 - 4.3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Amended Project Plan meets all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 5; and
 - 5.5. A map showing proposed improvements and uses in TID 5; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 5 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 5 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. That “but for” the Territory Amendment to TID 5, the development projected to occur as detailed in the *Comprehensive Plan* would not occur in the manner desired by the City and RDA; and
 - 6.2. TID 5 shall remain a blighted area district, as greater than fifty percent (50%) by area of the real property within the proposed Territory Amendment is in need of blight elimination thereby exceeding the fifty percent (50%) threshold as defined in Wis. Stats. §66.1337 (2m)(b); and
 - 6.3. The proposed activities and project costs in the Amended Project Plan will continue to relate directly to blight elimination within TID 5 consistent with the purpose for which the District is created; and
 - 6.4. The proposed activities and project costs in the Amended Project Plan are in concurrence with Wis. Stats. §66.1337, which enable the City to conduct specific blight elimination and rehabilitation and conservation work, including:
 - 6.4.1. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - 6.4.2. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to

- the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
- 6.4.3. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - 6.4.4. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project; and
- 6.5. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 5; and
- 6.6. The economic benefits of TID 5, as measured by increased property value, employment, and income,
- 6.6.1. are greater than the cost of the improvements identified in the Amended Project Plan; and
 - 6.6.2. are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.7. The TID 5 Amended Project Plan is feasible and in conformity with the *City Comprehensive Plan*.

Proposed Amendment

Remove parcel #15-168-A, from the boundary of TID 5, as identified within the map and table in Appendix C. Amend the Legal Description in Appendix B to reflect the new TID 5 boundary.

This Amended Project Plan contains no other changes from the original Project Plan. This Project Plan Amendment was provided only for the purpose of subtracting one parcel from the TID 5 boundary.

Map of Amended TID 5 Boundary

Map on following page.

DRAFT

Map of Overlapping TIDs

Map on following page.

DRAFT

Appendix A: City Attorney Legal Opinion

DRAFT

Appendix B: Amended Legal Description for TID 5

DRAFT

Appendix C: Parcel to be Removed from TID 5 and Assessed Value

TAX PARCEL	ADDRESS	PROPERTY OWNER	ACRES	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
15-168-A	100 E. MASON ST	MILLER LAND INVESTMENTS LLC	1.738	\$934,400	\$0	\$934,400
	TOTAL		1.738	\$934,400	\$0	\$934,400

**TAX INCREMENT FINANCE
DISTRICT NO. 5**

PROJECT PLAN

EAST AND WEST DOWNTOWN

**City of Green Bay, Wisconsin
December, 1999**

TABLE OF CONTENTS

	Page
Introduction	1
Description of Proposed District	2
Map 1 – Locator	3
Map 2 – Parcels	4
Map 3 - Land Use	5
Map 4 – Zoning	6
Map 5 - Properties Meeting Criteria For TID District	7
Map 6 - West Side Improvements	8
Map 7 – East Side Improvements	9
Map 8 - Infrastructure Improvements – West	10
Map 9 – Infrastructure Improvements – East	11
Project Plan	12
Table 1 - Public Investment Summary	22
Appendix A – Legal Description of TID No. 5	31
Appendix B – Assessed Values (1996)	36
Appendix C – Downtown Blighting Conditions	45
Appendix D - Pro-Forma – Primary TID Projects	51
Appendix E – TID 5 Projected Redevelopment Values	53

Introduction

Redevelopment of the near west side Broadway commercial district and the near east side downtown area has been an on-going effort for many years. The City of Green Bay has worked with the businesses and the downtown agencies (On Broadway, Inc. and Downtown Green Bay, Inc.) to accomplish many improvements through property acquisition, land use changes and development site preparation.

In spring of 1997, the City of Green Bay adopted a Downtown Urban Design Plan to improve the central city commercial areas. This Plan identifies a number of problems with the area and provides redevelopment concepts for reversing the blighting tendencies affecting that area. A significant tool available to the City for financing this effort is Tax Incremental Financing (TIF). This report defines the scope of the improvement program proposed for tax incremental support for the downtown and related information required by State Statute. Each public improvement sets the stage for private investment in downtown Green Bay which helps stabilize land uses, maximize property values and prevent and eliminate deteriorating conditions, benefiting not only the City but all of Brown County and northeastern Wisconsin.

Description of Proposed District

I. Regional Location

The proposed Tax Incremental Finance District No. 5 is located in downtown Green Bay on the east and west banks of the Fox River. Interstate 43, U.S. Highway 41, and State Highway 29 are the major highways that provide regional access. The area is also accessible via Shawano/Walnut Ave., Dousman/Main St., Ashland Ave., Mason Street Broadway, Monroe Avenue, and Webster Avenue. Map 1 shows TID 5 and its relative location in the City of Green Bay.

II. Tax Increment District Boundary

Tax Increment District 5 boundaries are illustrated on Map 2. The legal description for the District is included as Appendix "A". TID 5 overlaps a significant portion of the existing TID 4. This is being done to permit the City to obtain financing for a twenty-three year term for new projects. The ability of TID 4 to cover its expenses looks favorable allowing for the overlapping boundaries.

III. General Make-up

Containing 451 parcels and 128.1 acres, the proposed TID is comprised of a number of different land uses. Map 3 shows existing land use for the TID area and Map 4 the corresponding zoning. The TID is primarily used for commercial purposes including general business (17%), office (11%) and off-street parking (14%). Industrial and warehousing uses located primarily on the west side combine to occupy 17% of the TID. A significant amount of land located along the outer fringe of the TID is used for housing (21%). Vacant lots and open space total 10% of the TID area. Other land uses found in the TID, but in small percentages are public, schools, churches, railroad and utilities.

Because many of the buildings were built in the late 1800's and early 1900's, facade rehabilitation is needed throughout the district. Some structures also have out-dated infrastructure and utilities associated with them. Wires are strung across streets and lots creating a very unappealing streetscape. Past development trends have resulted in obsolete uses on some of the City's most valuable property including parking lots, transit garage and some industrial/warehousing.

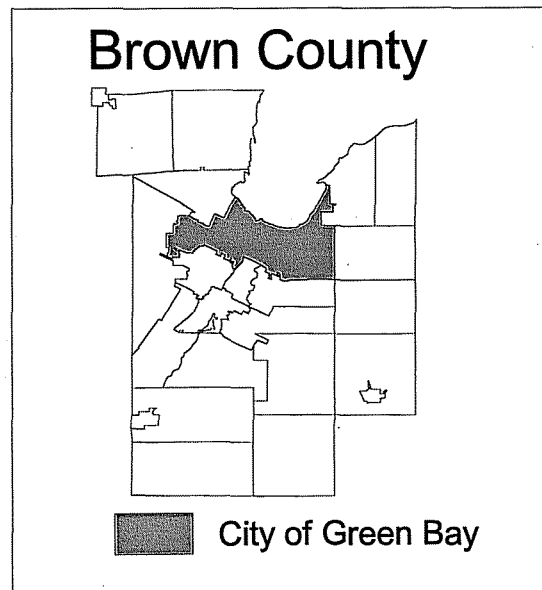
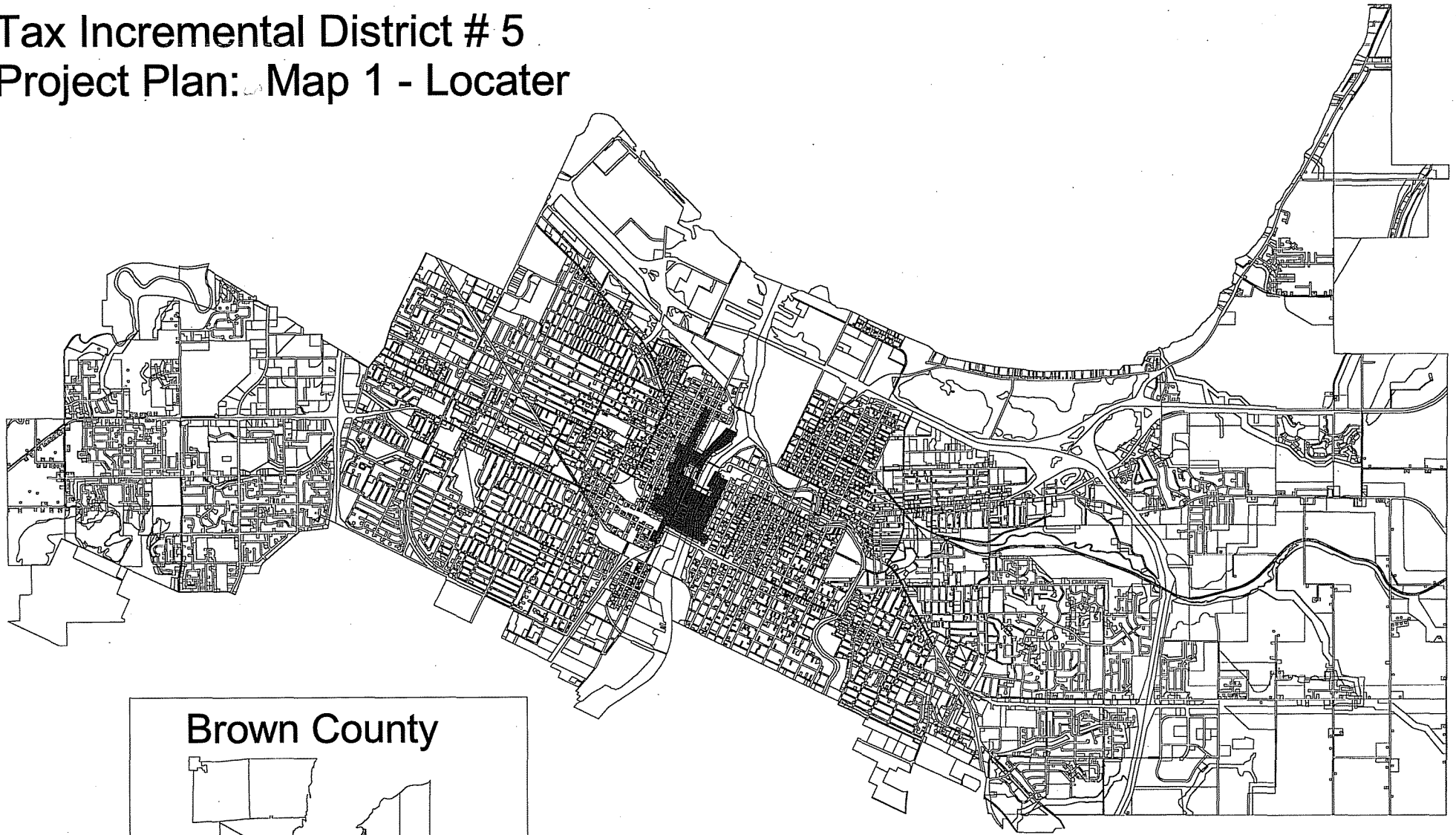
Appendix "B" provides a listing of all parcels within the TID, address and assessed value as applicable.

IV. Blight Criteria

According to State of Wisconsin Tax Increment Law, for an area to be designated a Tax Increment District, not less than 50% by area, of real property within the district must be blighted, in need of rehabilitation or conservation, or suitable for industrial sites. The proposed TID has 76% of its area meeting the required criteria. Map 5 shows those parcels. Appendix "B" lists each parcel with a brief description of its redevelopment needs.

Tax Incremental District # 5

Project Plan: Map 1 - Locater



TID Boundary

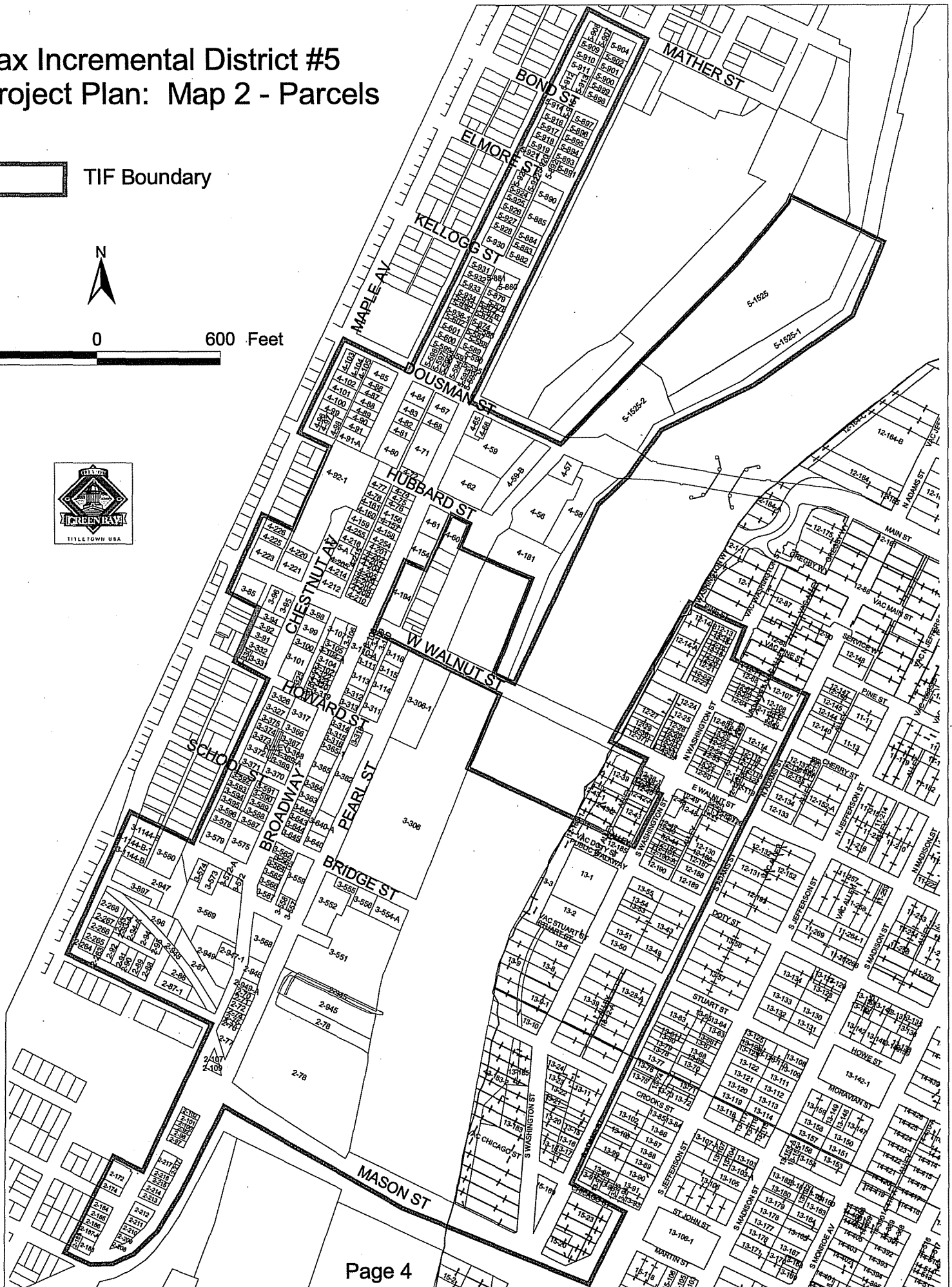


Tax Incremental District #5

Project Plan: Map 2 - Parcels



600 0 600 Feet



Tax Incremental District # 5

Project Plan: Map 3 - Land Use

1990 Land Use

- General Business
- Office/Financial
- Health Care
- Off-Street Parking
- Light Industrial
- Heavy Industrial
- Warehousing
- Open Storage
- Rail
- Utility
- Lakes-River
- Landfill
- Wetlands
- Schools-Public and Private
- Church and School
- Church
- Public Building or Land
- Cemetery
- Park/Open Space
- First Family
- Two Family
- Multi-Family
- Mobile Home Park
- Vacant
- Agriculture

0 700 Feet

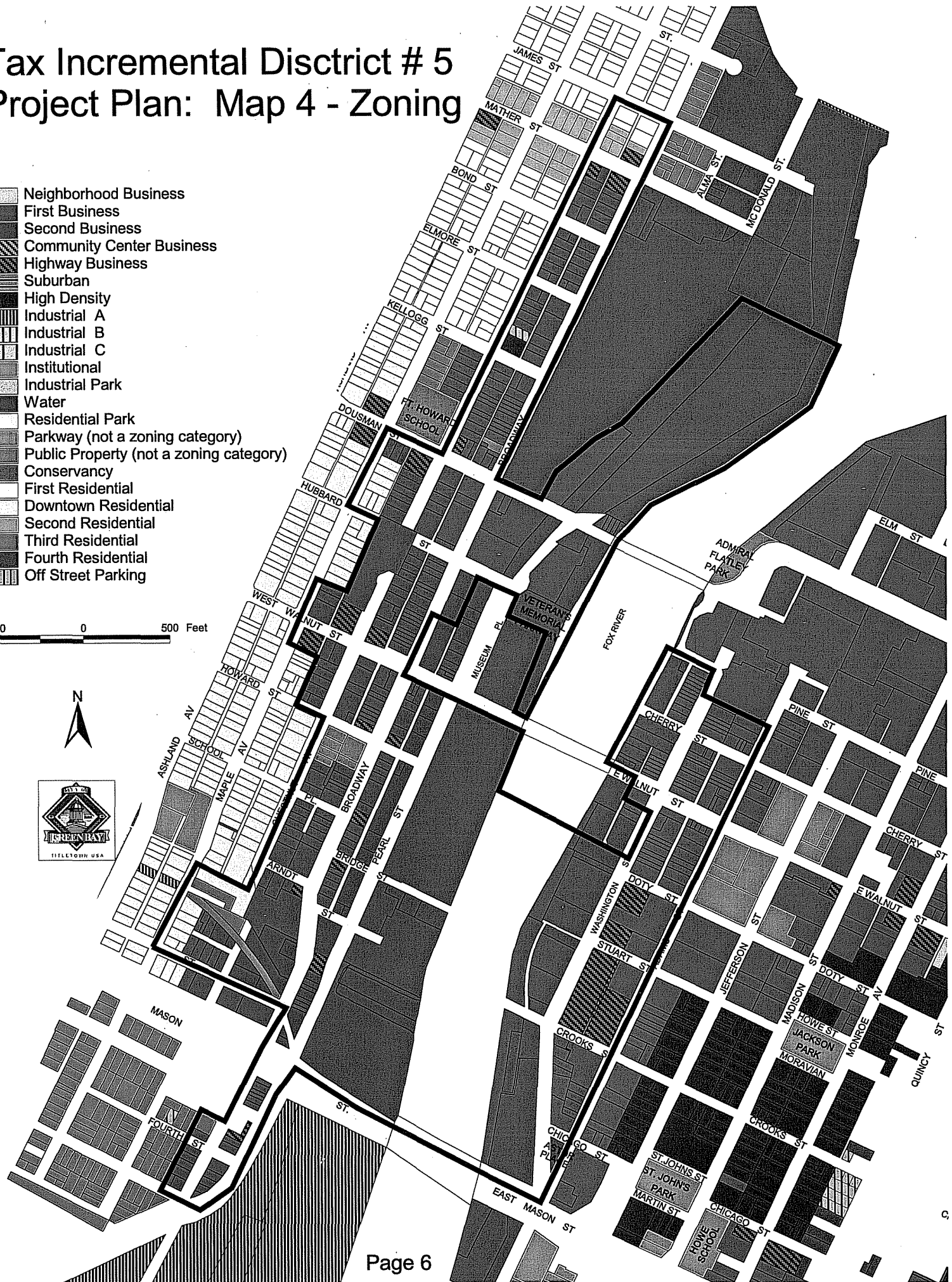


Tax Incremental District # 5

Project Plan: Map 4 - Zoning

-  Neighborhood Business
-  First Business
-  Second Business
-  Community Center Business
-  Highway Business
-  Suburban
-  High Density
-  Industrial A
-  Industrial B
-  Industrial C
-  Institutional
-  Industrial Park
-  Water
-  Residential Park
-  Parkway (not a zoning category)
-  Public Property (not a zoning category)
-  Conservancy
-  First Residential
-  Downtown Residential
-  Second Residential
-  Third Residential
-  Fourth Residential
-  Off Street Parking

500 0 500 Feet

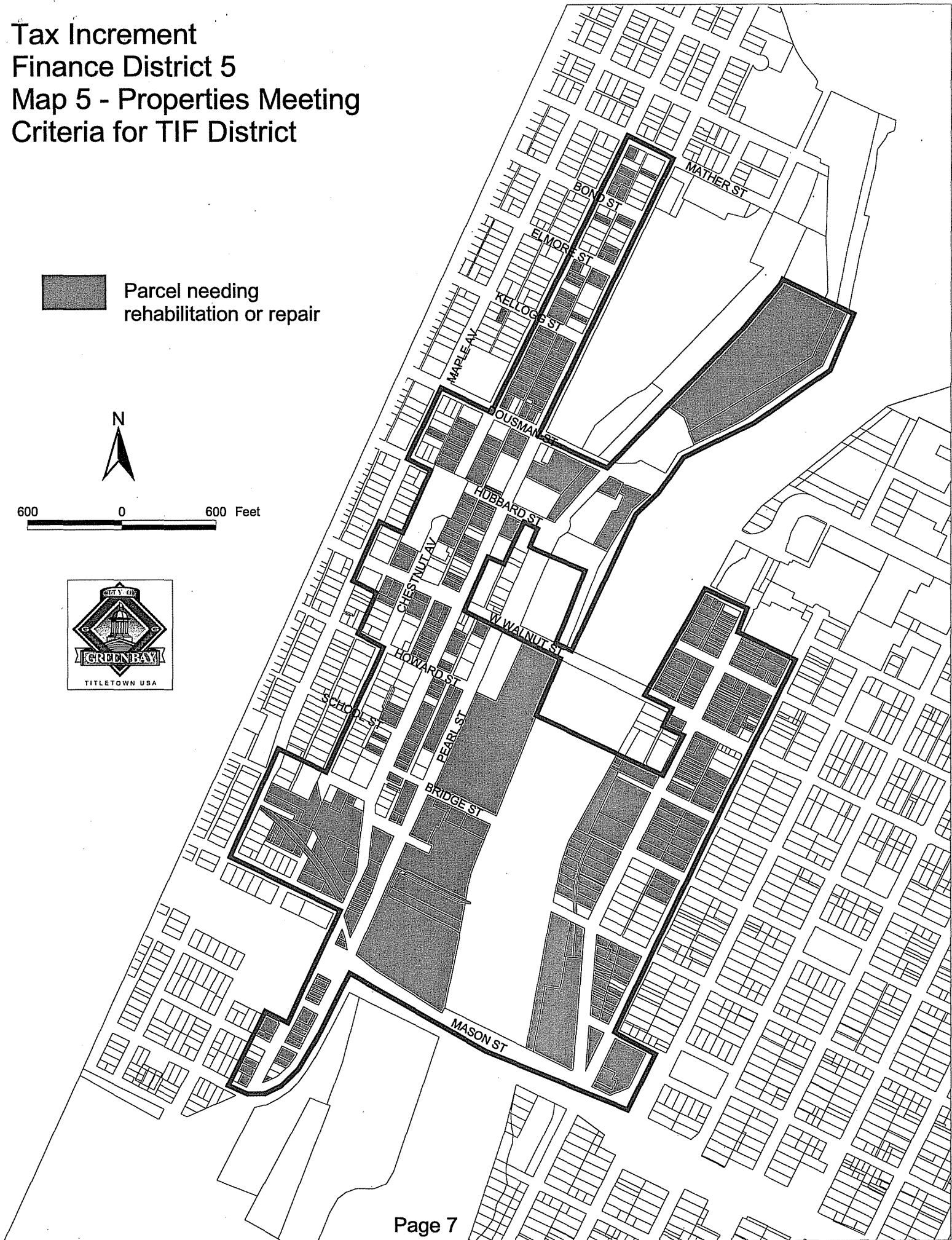


Tax Increment
Finance District 5
Map 5 - Properties Meeting
Criteria for TIF District

 Parcel needing
rehabilitation or repair



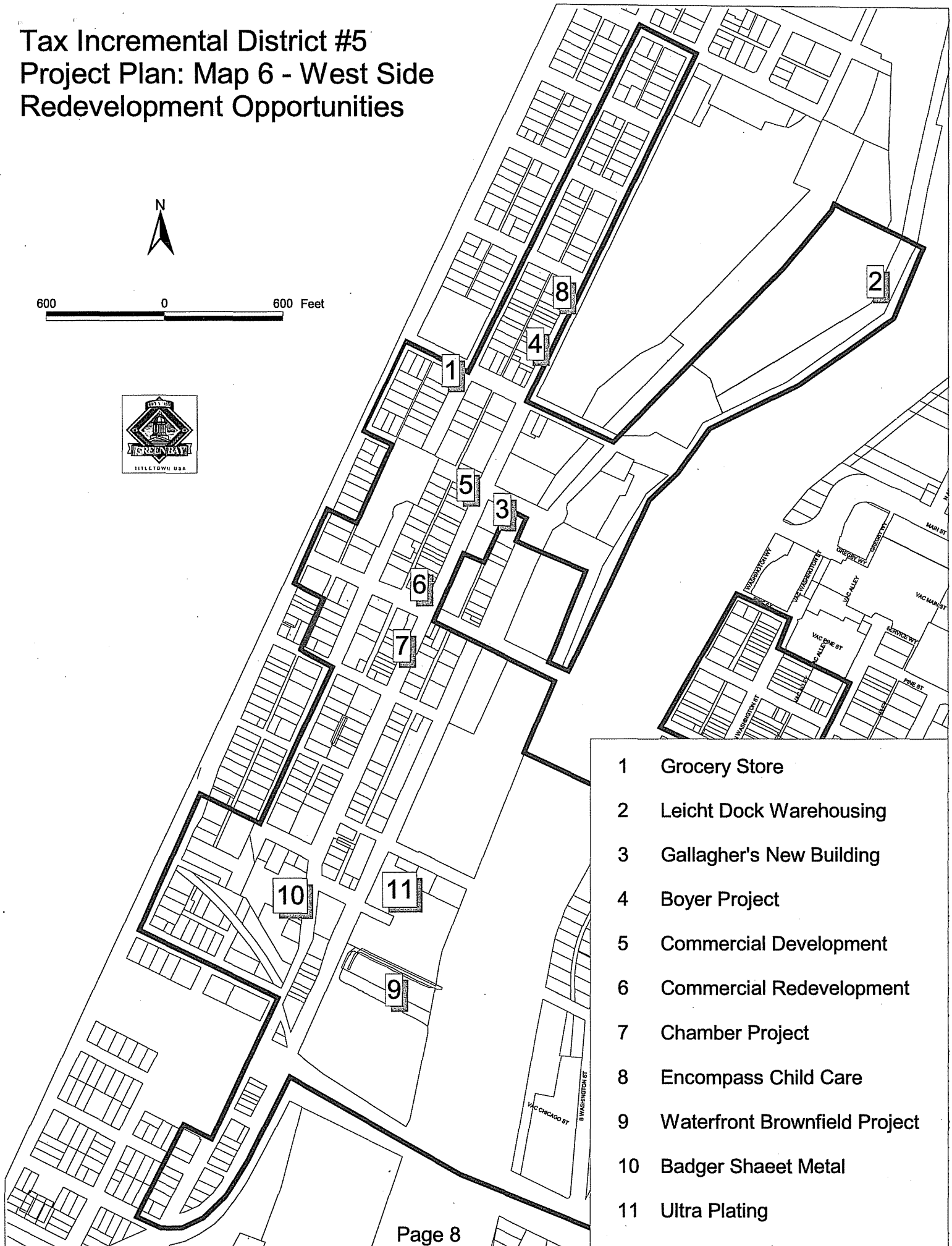
600 0 600 Feet



Tax Incremental District #5 Project Plan: Map 6 - West Side Redevelopment Opportunities



600 0 600 Feet



- 1 Grocery Store
- 2 Leicht Dock Warehousing
- 3 Gallagher's New Building
- 4 Boyer Project
- 5 Commercial Development
- 6 Commercial Redevelopment
- 7 Chamber Project
- 8 Encompass Child Care
- 9 Waterfront Brownfield Project
- 10 Badger Shaeet Metal
- 11 Ultra Plating

Tax Incremental Distict # 5

Project Plan: Map 7 - East Side

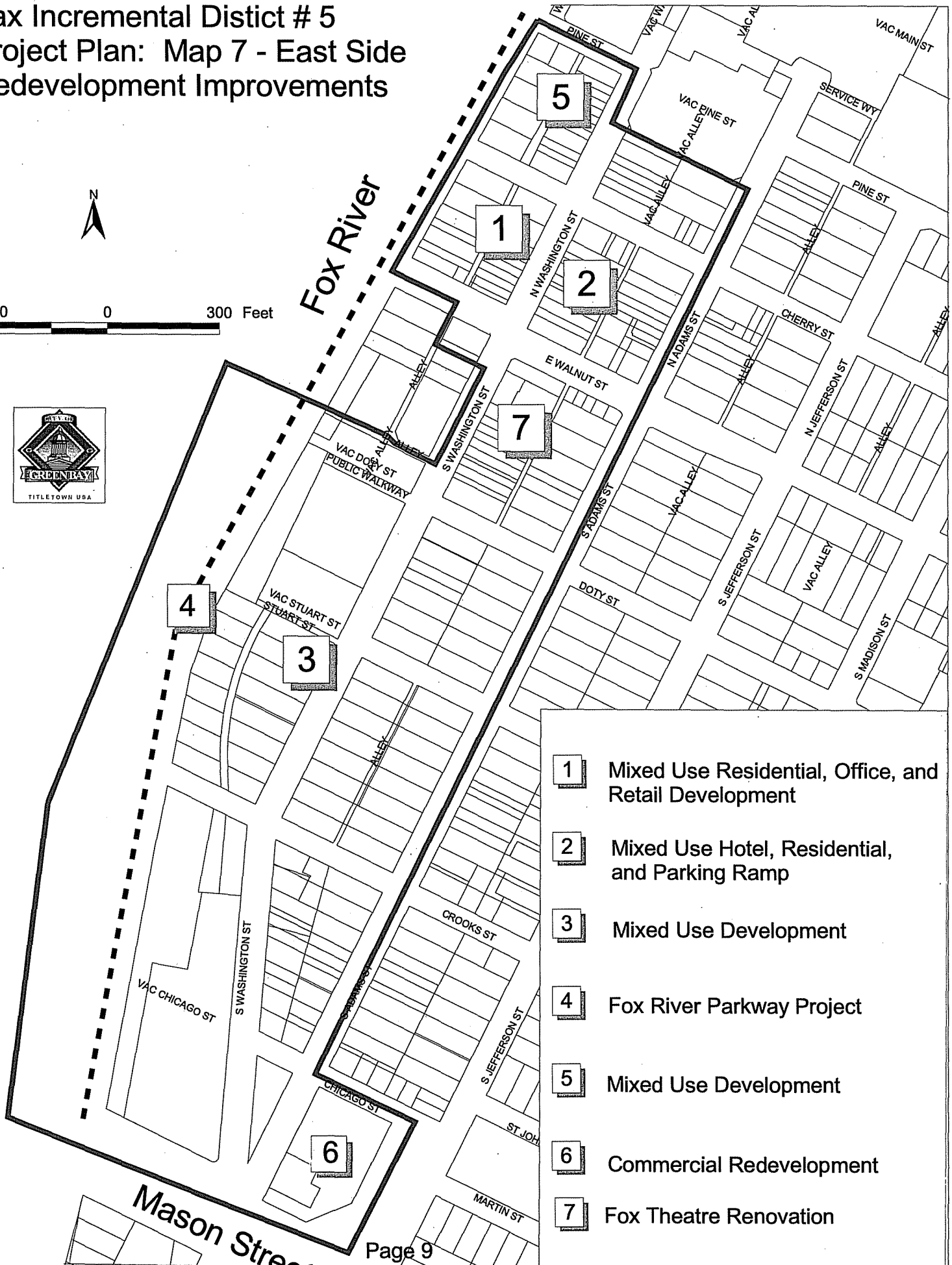
Redevelopment Improvements



300 0 300 Feet



Fox River



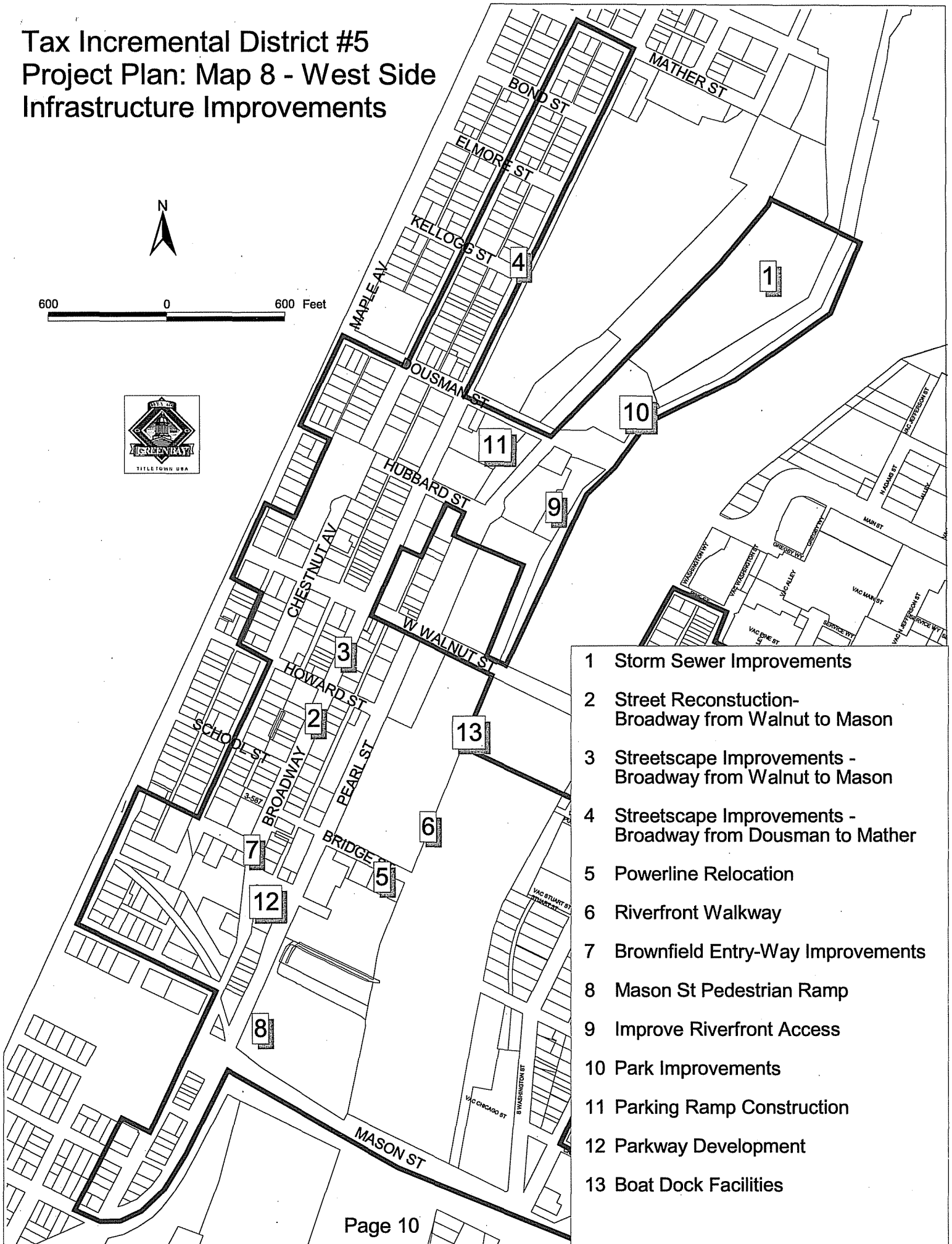
- 1 Mixed Use Residential, Office, and Retail Development
- 2 Mixed Use Hotel, Residential, and Parking Ramp
- 3 Mixed Use Development
- 4 Fox River Parkway Project
- 5 Mixed Use Development
- 6 Commercial Redevelopment
- 7 Fox Theatre Renovation

Tax Incremental District #5

Project Plan: Map 8 - West Side Infrastructure Improvements



600 0 600 Feet



- 1 Storm Sewer Improvements
- 2 Street Reconstruction-
Broadway from Walnut to Mason
- 3 Streetscape Improvements -
Broadway from Walnut to Mason
- 4 Streetscape Improvements -
Broadway from Dousman to Mather
- 5 Powerline Relocation
- 6 Riverfront Walkway
- 7 Brownfield Entry-Way Improvements
- 8 Mason St Pedestrian Ramp
- 9 Improve Riverfront Access
- 10 Park Improvements
- 11 Parking Ramp Construction
- 12 Parkway Development
- 13 Boat Dock Facilities

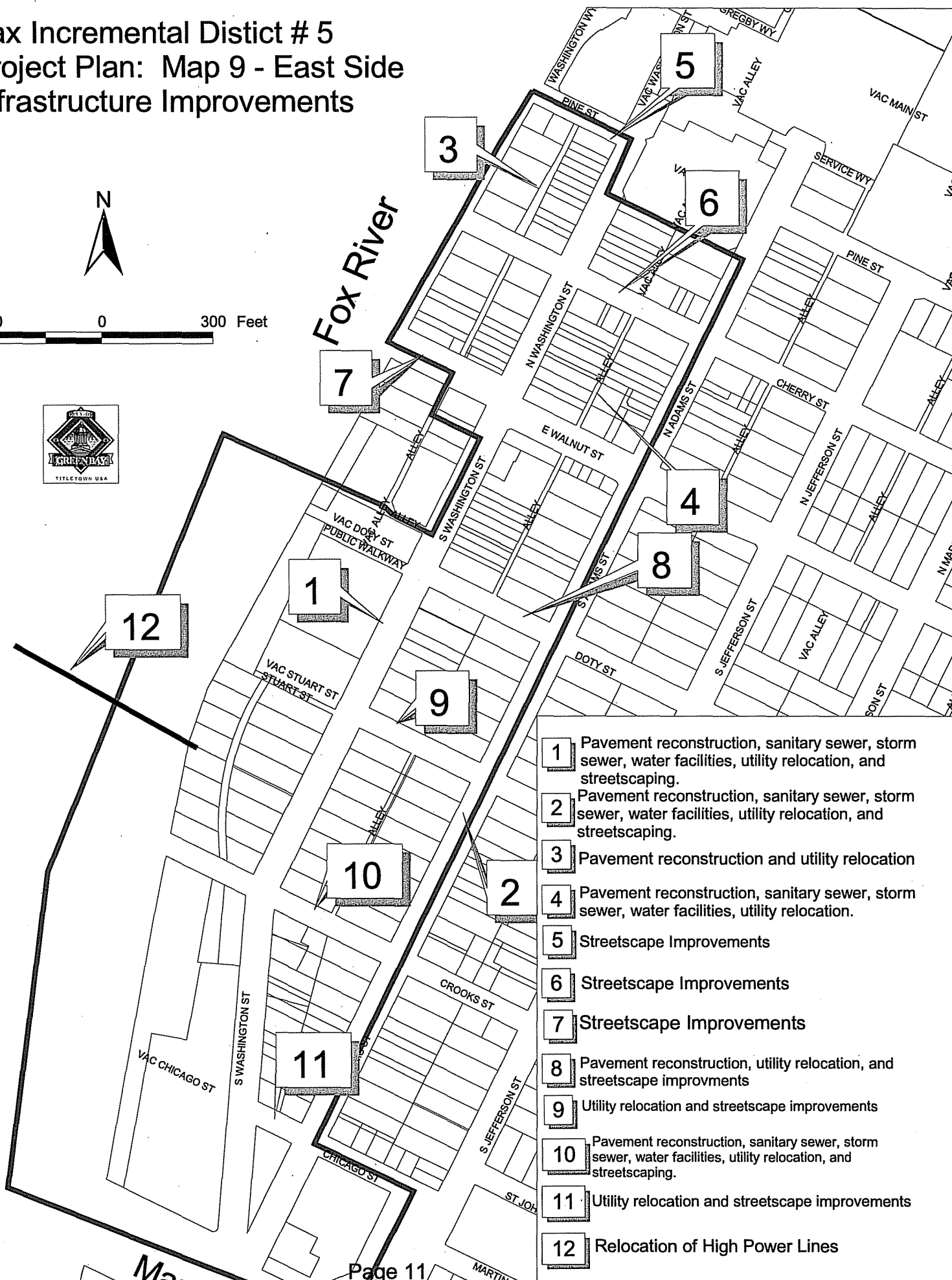
Tax Incremental Distict # 5 Project Plan: Map 9 - East Side Infrastructure Improvements



300 0 300 Feet



Fox River



- 1 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 2 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 3 Pavement reconstruction and utility relocation
- 4 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation.
- 5 Streetscape Improvements
- 6 Streetscape Improvements
- 7 Streetscape Improvements
- 8 Pavement reconstruction, utility relocation, and streetscape improvments
- 9 Utility relocation and streetscape improvements
- 10 Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation, and streetscaping.
- 11 Utility relocation and streetscape improvements
- 12 Relocation of High Power Lines

Project Plan

A. Statement listing the kind, number and location of all proposed public works or improvements

Summarized below are the public works and related improvements proposed as part of TID 5. To make it easier to understand the impacts of the proposed improvements, the summary is divided by east and west side. These activities further the goals of the Downtown Urban Design Plan, which was completed in 1997. Careful consideration was given to maximizing the potential development of the downtown over the next seven years. Improvements will strengthen the downtown commercial area by creating a high quality mix of districts and villages assuring a highly desirable urban center. Maps 6, 7, 8 and 9 depict the location of each proposed improvement.

WEST SIDE IMPROVEMENTS

IMPROVEMENT # 1: GROCERY STORE DEVELOPMENT

Location: Southwest corner of Dousman Street and Chestnut Street (Map 6, Site 1)

Public Works or Improvements:

Property acquisition and occupant relocation; site preparation costs; possible loan to business.

IMPROVEMENT #2: LEICHT DOCKS WAREHOUSE CONSTRUCTION AND RELATED DEVELOPMENT

Location: North of the Nitschke Bridge along the west shore of the Fox River (Map 6, Site 2)

Public Works or Improvements:

Storm sewer reconstruction and site preparation.

IMPROVEMENT #3: GALLAGHER'S RETAIL DEVELOPMENT PROJECT

Location: Southeast corner of Broadway and Hubbard Street (Map 6, Site 3)

Public Works or Improvements:

Site preparation costs.

IMPROVEMENT #4: BOYER COMMERCIAL REDEVELOPMENT PROJECT

Location: 327 - 337 North Broadway (Map 6, Site 4)

Public Works or Improvements:

No public expenditures anticipated.

IMPROVEMENT #5: COMMERCIAL DEVELOPMENTS

Location: 163 and 201 North Broadway (Map 6, Site 5)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #6: COMMERCIAL REDEVELOPMENT

Location: 107-109 North Broadway (Map 6, Site 6)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #7: COMMERCIAL REDEVELOPMENT

Location: 112-114 South Broadway (Map 6, Site 7)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #8: ENCOMPASS CHILD CARE DEVELOPMENT

Location: Southwest corner of Broadway and Kellogg Street (Map 6, Site 8)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #9: WATERFRONT BROWNFIELD DEVELOPMENT

Location: Immediately north of the Mason Street Bridge along the west shore of the Fox River (Map 6, Site 9)

Public Works or Improvements:

Site preparation, developer assistance, environmental remediation, and waterfront development.

IMPROVEMENT #10: COMMERCIAL DEVELOPMENT

Location: West side of the 500 block of South Broadway (Map 6, Site 10)

Public Works or Improvements:

Property acquisition, occupant relocation, site preparation, developer assistance, environmental remediation, and waterfront development.

IMPROVEMENT #11: COMMERCIAL DEVELOPMENT

Location: 345 South Pearl Street (Map 6, Site 11)

Public Works or Improvements:

Property acquisition, occupant relocation, site preparation, developer assistance, and environmental remediation.

IMPROVEMENT #12: INFRASTRUCTURE DEVELOPMENT

Location: Bond Street east to the Fox River (Map 8, Site 1)

Public Works or Improvements:

Storm sewer improvements.

Location: Broadway from Walnut Street to Mason Street (Map 8, Site 2)

Public Works or Improvements:

Street reconstruction.

Location: Broadway from Walnut Street to Mason Street (Map 8, Site 3)

Public Works or Improvements

Streetscape improvements

Location: Broadway from Dousman Street to Mather Street (Map 8, Site 4)

Public Works or Improvements:

Streetscape improvements

Location: North of the Mason Street Bridge at the west shore of the Fox River extending to the east shore (Map 8, Site 5)

Public Works or Improvements:

Overhead powerline relocation.

Location: Along the west shore of the Fox River from North of the Nitschke Bridge to the Mason Street Bridge (Map 8, Site 6)

Public Works or Improvements:

Riverfront walkway construction

Location: 500 Block of South Broadway (Map 8, Site 7)

Public Works or Improvements:

Entry-way development to Waterfront Development site.

Location: Mason Street Bridge (Map 8, Site 8)

Public Works or Improvements:

Pedestrian ramp to Mason Street Bridge.

Location: East side of intersection of Hubbard Street and Pearl Street to Museum Way (Map 8, Site 9)

Public Works or Improvements:

Improve pedestrian crossing over railroad tracks.

IMPROVEMENT #13: OTHER PUBLIC IMPROVEMENTS

Location: Throughout the TID as needed

Public Works or Improvements:

Property acquisition, occupant relocation and building demolition.

Location: Throughout the TID as needed

Public Works or Improvements:

Create and administer an economic development revolving loan fund.

Location: Leicht's Dock Park immediately north of Nitchke Bridge (Map 8, Site 10)

Public Works or Improvements:

Park development.

Location: East side of the 200 block of North Broadway (Map 8, Site 11)

Public Works or Improvements:

Construction of a parking ramp.

Location: Southeast corner of South Broadway and Arndt Street (Map 8, Site 12)

Public Works or Improvements:

Develop a parkway area.

Location: West shore of Fox River between Leicht's Dock Park and the Mason Street Bridge (Map 8, Site 13)

Public Works or Improvements:

Construction of a boat docks as needed.

Location: Throughout the TID as needed

Public Works or Improvements:

Removal of billboards.

EAST SIDE IMPROVEMENTS

IMPROVEMENT #1: MIXED-USE RESIDENTIAL, OFFICE & RETAIL DEVELOPMENT

Location: Northwest corner of Washington Street and Walnut Street (Map 7, Site 1)

Public Works or Improvements:

Special foundation costs, parking, utility relocation, boat slips and related project costs as needed for development of the mixed-use building

IMPROVEMENT #2: MIXED-USE HOTEL, RESIDENTIAL PARKING RAMP

Location: Northeast corner of Washington Street and Walnut Street (Map 7, Site 2)

Public Works or Improvements:

Utility relocation, on-site demolition and ramp design and construction required for development of a parking ramp having ground floor retail; upper levels hotel and residential.

IMPROVEMENT #3: MIXED-USE DEVELOPMENT

Location: Between the Fox River and Washington Street in the 300 block of South Washington Street (Map 7, Site 3)

Public Works or Improvements:

Site preparation, building demolition, utility relocation, parking construction and related project costs as needed to accommodate development of a mixed-use building(s).

IMPROVEMENT #4: FOX RIVER PARKWAY PROJECT

Location: Completion and improvements of pedestrian access areas along the east shore of the Fox River throughout the TID (Map 7, Site 4)

Public Works or Improvements:

Lighting, landscaping, benches, paver bricks, etc. as needed to improve the Fox River pedestrian access areas.

IMPROVEMENT #5: MIXED-USE DEVELOPMENT

Location: Fox River Parking Ramp along the Fox River at end of Washington Way (Map 7, Site 5)

Public Works or Improvements:

Structure demolition, special foundation costs, parking, utility relocation, boat slips and related project costs as needed for development of the mixed-use building

IMPROVEMENT #6: COMMERCIAL REDEVELOPMENT

Location: Southeast corner of Chicago Street and Adams Street (Map 7, Site 6)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #7: FOX THEATRE RENOVATION

Location: 117 South Washington Street (Map 7, Site 7)

Public Works or Improvements:

No public expenditures are anticipated.

IMPROVEMENT #8: INFRASTRUCTURE IMPROVEMENTS

Location: Washington St. from Pine St. to Adams St. (Map 9, Site 1)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping

Location: Adams Street from Pine St. to Mason St. (Map 9, Site 2)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping

Location: Alley between Fox River and Washington St. and Pine St. to Cherry St. (Map 9, Site 3)

Public Works or Improvements:

Pavement reconstruction and utility relocation

Location: Alley between Washington St. & Adams St. from Cherry St. to Doty St. (Map 9, Site 4)

Public Works or Improvements

Pavement reconstruction, sanitary sewer, storm sewer and utility relocation

Location: Pine St. from Washington St. to Washington Way (Map 9, Site 5)

Public Works or Improvements:

Streetscape improvements

Location: Cherry St. from Fox River to Adams St. (Map 9, Site 6)

Public Works or Improvements:

Streetscape improvements

Location: Walnut St. from Fox River to Adams St. (Map 9, Site 7)

Public Works or Improvements:

Streetscape improvements

Location: Doty St. from Washington St. to Adams St. (Map 9, Site 8)

Public Works or Improvements:

Utility relocation and streetscape improvements

Location: Stuart St. from Washington St. to Adams St. (Map 9, Site 9)

Public Works or Improvements:

Pavement reconstruction, utility relocation and streetscape improvements

Location: Crooks St. from Fox River to Adams St. (Map 9, Site 10)

Public Works or Improvements:

Pavement reconstruction, sanitary sewer, storm sewer, water facilities, utility relocation and streetscaping improvements

Location: Chicago St. from Washington St. to Adams St. (Map 9, Site 11)

Public Works or Improvements:

Utility relocation and streetscape improvements

Location: End of Crooks St. at Fox River (Map 9, Site 12)

Public Works or Improvements:

Relocation of high power line which spans the Fox River

Location: Throughout the TID

Public Works or Improvements:

Relocation of overhead powerlines to underground as needed

B. Economic Feasibility

Background

Under Wisconsin Tax Increment Law, the property taxes paid each year on the increase in equalized value of the Tax Increment District may be used by the City to pay the costs of redevelopment projects for the District. The increase in value is determined by taking the District's current value and deducting the value in the District that existed when the District was created (base value). All taxes levied upon this incremental (or increased) value by the City, School District, County and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs.

All project expenditures must be made within seven years of the creation of the Tax Increment District, and tax increments may be received until project costs are recovered but for no longer than twenty-three years.

Green Bay Market

The City of Green Bay has many advantages for businesses to expand or relocate to the City. Green Bay is the third largest city in Wisconsin, located 114 miles north of Milwaukee, 204 miles north of Chicago and 280 miles east of Minneapolis/St. Paul.

Green Bay increased its population by 9.7 percent in the last decade. The metropolitan area (Brown County) grew by 11 percent, making its growth the second fastest in Wisconsin.

	<u>1990 Census</u>	<u>WI DOA 1997 EST.</u>
Green Bay population:	96,466	102,179
Metropolitan area population:	194,594	215,692

Green Bay serves as the retail, commercial, educational, and medical center of northeastern Wisconsin and the upper peninsula of Michigan. The City is also the transportation hub of the region, with excellent highway, air, rail and port connections.

The Central Business District is located on the banks of the Fox River and adjoining East River. Downtown Green Bay has not achieved its full potential and has adopted the Downtown Green Bay Design Plan prepared by Gould Evans Goodman Associates, L.C., of Kansas City, to guide future development for downtown Green Bay.

The Downtown Green Bay Design Plan is intended to serve the community as a vision and development framework that can guide action by not only government but, most importantly, by public/private partnerships, private sector corporations and organizations, community action groups, neighborhood groups and individual residents of the City of Green Bay.

Downtown Green Bay has a variety of development sites available for new construction and potential adoptive reuse projects. The City of Green Bay and local non-profit groups, such as On Broadway Inc. and Downtown Green Bay Inc. (DGBI), are working cooperatively to market numerous potential development sites that are publicly and privately owned.

Tax Incremental Finance Districts have been a successful financing tool used by the City of Green Bay in the downtown area. For example, TID No. 1 was created January 1, 1978 and was closed December 31, 1996. An additional \$83 million (private investment) of incremental valuation was generated by the new development, which has added \$32 million of increased tax revenue (over the life of the district).

The development sites listed in the Downtown Green Bay Design Plan and sites marketed by the City of Green Bay, Downtown Green Bay Inc. and On Broadway Inc. will have a better chance of succeeding by establishing a Tax Increment Finance District in the designated TID area. Competition from other area municipalities and townships for economic development projects makes it vital that the City create a Tax Increment District as proposed. The district would allow the City to continue to market affordable sites, develop waterfront properties, and provide the necessary infrastructure to stimulate development projects.

TIF Capacity Analysis

Wisconsin statutes establish a limit on the equalized property value that may be located within Tax Increment Districts (TIF "capacity"). Two methods for determining that limit are defined in the statute. A municipality must meet the requirements of one of the two methods.

The City meets this requirement because the combined equalized value within all TIDs existing in the municipality is less than 7% of the total equalized value of the City. Using this method, the City of Green Bay capacity is as follows:

Tax Incremental Finance Capacity Analysis (January, 1999)

Equalized Value Of City of Green Bay	\$4,178,554,800
TIF Maximum (7% of City Value)	\$ 292,498,836
Total Value within Existing TID 3 & 4	\$ 48,918,800
Present Capacity for Future TIF Districts	\$ 243,580,036

Capacity for creation of new Tax Increment Districts in the City of Green Bay is more than satisfactory to permit creation of the proposed TID 5. The equalized value of property within TID 5 is estimated to be \$44,933,512. Of that amount, \$29,384,400 is included in TID 4. Therefore, since TID 5 overlaps TID 4, that value should not be double counted resulting in increased TID value due to creation of TID 5 of \$15,549,112 which leaves a capacity of \$228,030,924.

Projection of Future Tax Increments

The TID Plan anticipates a number of projects being implemented over the first seven years of the tax incremental financing life (see Table 1). All projects are in conformance with the Downtown Green Bay Design Plan and will contribute to a stabilizing property value within the TID. Those stable values will assure growth of the increments needed to repay debt caused by financing public improvements.

To approximate future tax increments which are expected to be generated through creation of a Tax Increment District, planned private, assessable investment was estimated. This estimate has been separated into two categories. The first is the Primary TID Projects, which includes all planned projects expected to be completed early within the seven-year TID investment timeline. The Secondary TID Projects are those which will be implemented if additional new development takes place and will, therefore, provide TIF revenues capable of supporting additional TIF borrowing. The reason for this is that the probability of the Primary TID Projects being implemented is quite good. Some of the developers have been selected and the projects will be completed as projected. The secondary projects consist of exciting redevelopment opportunities but are more speculative in that no specific developers have been identified. This list is not meant to be exclusive. Should additional development opportunities surface, the City may elect to conduct additional TIF funded activities.

Primary TID Projects Only

The Primary TID Projects for the West Side include construction of a new warehouse and possible office building (Improvement #2), development of two new commercial buildings (Improvements #5 and 8), and redevelopment of three commercial buildings (Improvements #4, 6, & 7). East Side Primary Projects include two mixed-used developments (Improvements #1 and 2). Projected private investment derives an estimated increased equalized value of \$57,450,000. Tax increment expected from development of this project are estimated as follows:

Projected TID Tax Revenues for Primary Projects

Year	TID Increased Value	Tax Increment
1	1,000,000	25,620
2	20,000,000	512,400
3	57,450,000	1,471,869
4	59,173,500	1,516,025
5	60,948,705	1,561,506
6	62,777,166	1,608,351
7	64,660,481	1,656,602
8	66,600,296	1,706,300
9	68,598,304	1,757,489
10	70,656,254	1,810,213
11	72,775,941	1,864,520
12	74,959,219	1,920,455
13	77,207,996	1,978,069
14	79,524,236	2,037,411
15	81,909,963	2,098,533
16	84,367,262	2,161,489
17	86,898,280	2,226,334
18	89,505,228	2,293,124
19	92,190,385	2,361,918
20	94,956,096	2,432,775
21	97,804,779	2,505,758
22	100,738,923	2,580,931
23	103,761,090	2,658,359

(Note: Assumes a 3% annual increase beginning
with year 4)

Appendix "D" provides a complete pro-forma spreadsheet for the TID with the assumption that the Primary TID Projects are the only new development. Using the following assumptions, TIF should support the public expenditures required for this project and result in substantial development within the downtown:

TID Pro-Forma Assumptions:

1. Tax receipts are expected to increase at a conservative 3% per year.
2. New development will add \$57,450,000 of equalized value within the first three years, which creates the tax increment for the project.
3. Interest income on saving balance is projected at 5% annually.
4. Bond interest rate is estimated at 8.0% for all bond issues.
5. Tax increment assumes a \$25.62 per \$1,000 assessed value.

As shown in Appendix "D", the proposed Primary TID Projects will be successfully financed by TIF.

Secondary TID Projects

To assure TID project tax increments are adequate to support public costs for the proposed Secondary TID Project activities, public projects will be implemented (and related costs incurred) once it is determined that private taxable investment is sufficient to generate tax increment capable of repaying debt for the public projects.

Public/private partnerships are expected to be created to fulfill the development activities projected within the TID 5 Plan. As those partnerships form, public borrowing will take place and projects implemented. Therefore, tax increments will be sufficient to assure successful TID 5 Plan project improvements.

TABLE 1
TID 5 Public Investment Summary
October, 1999

EAST SIDE

Project/Activities	Location	Estimated TIF Cost	Projected Date
Mixed-Use Residential, Office & Retail Development	Map 7, Site 1	7,700,000	2000
Mixed-Use Hotel, Residential Parking Ramp	Map 7, Site 2	7,150,000	2001
Mixed-Use Development	Map 7, Site 3	900,000	2001
Fox River Parkway Construction - Lighting, Landscaping, Benches, etc.	Map 7, Site 4	194,000	2002
Mixed-Use Development	Map 7, Site 5	900,000	2003
Commercial Redevelopment	Map 7, Site 6	100,000	2004
Fox Theatre Renovation	Map 7, Site 7	0	2001
Infrastructure Improvements:			
Washington St. from Pine to Adams Streets	Map 9, Site 1		2002 - 2003
Pavement Reconstruction		615,000	
Sanitary Sewer		185,000	
Storm Sewer		373,000	
Water		347,000	
Utility Relocation		4,000	
Streetscape		782,000	
	PROJECT TOTAL:	2,306,000	
Adams St. from Pine to Mason Streets	Map 9, Site 2		2003
Pavement Reconstruction		560,000	
Sanitary Sewer		113,000	
Storm Sewer		353,000	
Water		315,000	
Utility Relocation		3,000	
Streetscape		749,000	
	PROJECT TOTAL:	2,093,000	
Alley Between Fox River & Washington St.- Pine St. to Cherry St.	Map 9, Site 3		2003
Pavement Reconstruction		20,000	
Utility Relocation		17,000	
	PROJECT TOTAL:	37,000	
Alley Between Washington St. & Adams St.- Cherry St. to Doty St.	Map 9, Site 4		2002 - 2003
Pavement Reconstruction		46,000	
Sanitary Sewer		5,000	
Storm Sewer		60,000	
Utility Relocation		15,000	
	PROJECT TOTAL:	126,000	
Pine St. from Washington Way to Washington St.	Map 9, Site 5		2000 - 2001
Streetscape		26,000	
	PROJECT TOTAL:	26,000	
Cherry St. from Fox River to Adams St.	Map 9, Site 6		2000 - 2001
Streetscape		92,000	
	PROJECT TOTAL:	92,000	
Walnut St. from Fox River to Adams St.	Map 9, Site 7		2000 - 2001
Streetscape		72,000	
	PROJECT TOTAL:	72,000	

Doty St. from Washington St. to Adams St. Utility Relocation Streetscape	Map 9, Site 8	8,000	2002 - 2003
		39,000	
	PROJECT TOTAL:	47,000	
Stuart St. from Washington St. to Adams St. Pavement Reconstruction Utility Relocation Streetscape	Map 9, Site 9	6,000	2002 - 2003
		35,000	
		49,000	
	PROJECT TOTAL:	90,000	
Crooks St. from Fox River to Adams St. Pavement Reconstruction Sanitary Sewer Storm Sewer Water Utility Relocation Streetscape	Map 9, Site 10	70,000	2002 - 2003
		79,000	
		121,000	
		48,000	
		1,000	
		47,000	
	PROJECT TOTAL:	366,000	
Chicago St. from Washington St. to Adams St. Utility Relocation Streetscape	Map 9, Site 11	2,000	2002 - 2003
		57,000	
	PROJECT TOTAL:	59,000	
Relocation of Overhead Powerlines Utility Relocation Across Fox River Other Utilities Underground	Map 9, Site 12	1,853,000	2000 - 2003
		2,870,000	
	PROJECT TOTAL:	4,723,000	

WEST SIDE

Project/Activities	Location	Estimated TIF Cost	Projected Date
Grocery Store Development	Map 6, Site 1	200,000	2001
Leicht Docks Warehouse Construction and Related Development	Map 6, Site 2	0	2000
Gallagher's Retail Development Project	Map 6, Site 3	80,000	2001
Boyer Commercial Redevelopment Project	Map 6, Site 4	50,000	2000
Commercial Development	Map 6, Site 5	0	2000
Commercial Redevelopment	Map 6, Site 6	50,000	2001
Commercial Redevelopment	Map 6, Site 7	0	2000
Encompass Child Care Development	Map 6, Site 8	0	2000
Waterfront Brownfield Development	Map 6, Site 9	10,000,000	2003
Commercial Development	Map 6, Site 10	700,000	2006
Commercial Development	Map 6, Site 11	350,000	2002
Infrastructure Improvements:			
Bond St. east to Fox River Storm Sewer Improvements	Map 8, Site 1	850,000	2000
Broadway from Walnut St. to Mason St. Street Reconstruction Streetscape Improvements	Map 8, Site 2 & 3	1,390,000 560,000	2000
	PROJECT TOTAL:	1,950,000	
Broadway from Dousman St. to Mather St. Streetscape Improvements	Map 8, Site 4	350,000	2002
North of Mason St. Bridge at west shore of Fox River Overhead Powerline Relocation	Map 8, Site 5	See above	2000
Along Fox River from north of Nitschke Bridge to Mason Bridge Riverfront Walkway Construction	Map 8, Site 6	1,500,000	2001
500 Block of S. Broadway Entry-way to Waterfront Development Site	Map 8, Site 7	120,000	2003
Mason Street Bridge Pedestrian ramp to Mason St. Bridge	Map 8, Site 8	750,000	2006
Intersection of Hubbard St. and Pearl St. to Museum Way Improve pedestrian crossing over railroad tracks	Map 8, Site 9	10,000	2001
Other Public Improvements:			
Throughout TID as needed Property Acquisition, occupant relocation and building demolition Create/administer an economic development revolving loan fund Removal of billboards	N/A	3,000,000 500,000 750,000	2000 - 2005
	PROJECT TOTAL:	4,250,000	
Leicht Park Park Improvements	Map 8, Site 10	200,000	2000
East Side of the 200 Block of North Broadway Parking Ramp Construction	Map 8, Site 11	4,000,000	2006
SE Corner of S. Broadway and Arndt St. Parkway Development	Map 8, Site 12	50,000	2004
West Shore of Fox River Between Leicht Park and Mason Bridge Construction of boat dock facilities as needed	Map 8, Site 13	1,300,000	2001 - 2006

C. Description of the Methods of Financing All Estimated Project Costs and Time When the Costs or Monetary Obligations are to be Incurred

The City may use a variety of financing methods to implement TID 5 activities, including but not limited to, redevelopment bonds, lease-revenue bonds, and general obligation bonds. Additionally, should grant opportunities be available, the City may apply for such assistance to reduce public borrowing and allow for more rapid close-out of TID 5.

The amounts and time frames for borrowing could vary; however, projections for the Primary TID Projects are outlined in Appendix "D". As stated above, the City will not proceed with Secondary TID Projects until TIF increment is adequate to support debt service for public project costs. Interest costs of the borrowings can vary over time. The interest rates used in the Financing Pro-Forma in Appendix "D" are the best current estimates available. The total interest is based on the district life with repayment scheduled to end 23 years after inception of the district. Total interest costs are projections only. Should conditions warrant during the life of TID 5, the City may elect to refinance the outstanding debt issued in order to take advantage of lower interest rates.

The spreadsheet found in Appendix "D" assumes all public project costs being financed through bonds and projected parking revenues. Not included within the spreadsheet is income which may be generated by various projects which could include lease payments, land sale revenues, etc. Should these income revenues be received, they will be used to fund other TID identified projects, reduce borrowing or pay tax increment finance related debt to the City.

Interest earnings from available cash balances will be credited to the district each year based on the City's existing method of interest allocation.

Financial audits will be done in accordance with Wisconsin State Statutes, Section 66.46, and other sections as may be appropriate.

As can be reasonably determined from data contained in Appendix "D", the district may be sufficiently funded to pay off debt balances before the required legal termination of the district. If this should occur, distribution of surplus funds will be made in accordance with State Statutes.

D. Detailed List of Project Costs

Table 1 provides a detailed listing of estimated public improvement costs. Project locations may be found on Maps 6, 7, 8 and 9. In addition, it is anticipated that the City may elect to expend funds each year for the first seven years on project administration which may include salaries and fringe benefits, management and marketing of the TID, as well as bond issuance related expenses.

E. Promotion of Orderly Growth

This Tax Increment District 5 Plan has been developed in compliance with a number of planning documents which have been prepared to guide orderly development within the City of Green Bay and surrounding Brown County. The "Green Bay Wisconsin Comprehensive Plan" discusses the importance of downtown stability in relation to future growth of the City. Similarly, the recently completed "Comprehensive Land Use/Transportation Plan: 2020" for Brown County identifies the importance of a healthy downtown Green Bay for the orderly growth of Brown County. Finally, the "Downtown Green Bay Design Plan", completed in 1997, addresses the conditions and potentials for redevelopment of Green Bay's City Center. Each of these documents were reviewed during preparation of this TID 5 Plan with the "Downtown Green Bay Design Plan" defining the proposed projects that have been included. Orderly growth is promoted by the TID 5 Plan.

F. Proposed Changes of Zoning Ordinances, Master Plans, Official Map, Building Codes and City Ordinances

A number of City of Green Bay regulatory documents were reviewed with respect to the projects proposed within this TID 5 Plan including:

- 1-Master Plan
- 2-Official Map
- 3-Zoning Codes
- 4-Building Codes

Summarized below is a discussion of findings.

MASTER PLAN

The City Plan Commission and Common Council have adopted the "Downtown Green Bay Design Plan" with the "Green Bay Wisconsin Comprehensive Plan", per 62.23 (3) Wis Statutes in 1997.

The "Downtown Green Bay Design Plan" is supportive of and complimentary to the previously-adopted plans listed below. Where the recommendations in the downtown plan may be in conflict with previously-adopted plans, the "Downtown Green Bay Design Plan" shall take precedence. Interpretations of intended use(s), if necessary, shall be done by the Plan Commission.

- a. 1979 Green Bay Wisconsin Comprehensive Plan, as amended
- b. 1993 Broadway Plan
- c. 1995 Green Bay Comprehensive Waterfront Plan
- d. 1996 Brown County Land Use and Transportation Plan

OFFICIAL MAP

All streets within the TID 5 Plan area are included on the Official Map for the City of Green Bay as adopted subdivisions. No changes are expected. However, if redevelopment projects warrant a change, the City will take the required procedural actions to review such amendments.

ZONING

The "Downtown Green Bay Design Plan" recommends that non-residential land uses within redevelopment areas be designated as a Planned Commercial Development (PCD overlay) District. This district will cover both the east and west sides of the City's downtown, encompassing the area bounded by the East River, Mather Street, Mason Street, Ashland Avenue, and Webster Avenue. The PCD overlay district may include the following:

- a. This PCD is to be used to identify non-residential uses only.
- b. Future non-residential development and redevelopment uses shall be governed by PCD Districts to be established on a project-by-project basis.
- c. Non-residential development, not specifically identified in the Downtown Plan, may be approved pursuant to existing zoning regulations, after review by the Planning Director.
- d. Residential development will be regulated by existing zoning regulations for those uses.
- e. Lot area, density, setback, parking and similar requirements shall be regulated pursuant to existing zoning regulations unless specifically addressed within a project plan as part of a PCD.
- f. A 50' wide special waterfront setback, which has been adopted Citywide per 13.177, may be altered if so approved as part of a PCD.

BUILDING CODES

Building codes for the City of Green Bay will not be changed to accommodate TID 5 activities.

G. Estimated Non-Project Costs

There are no non-project costs associated with the proposed TID projects.

H. Proposed Method for Relocation of Any Persons to Be Displaced

Displacement pursuant to Wisconsin Statute occurs when municipal funds cause the relocation of occupants of property. Displacement may occur when property is purchased to prepare underdeveloped and/or deteriorated sites for new development. Should such actions be necessary, the occupants of these properties will be provided relocation assistance pursuant to State Statutes. Relocation services will be provided by the City of Green Bay's acquisition/relocation specialists with funds provided through TIF or by the City of Green Bay.

APPENDIX "A"

TID 5 - Legal Description

APPENDIX "B"

Parcel Assessed Values

APPENDIX "C"

Downtown Blighting Conditions

TID 5 Blighted Property Description

PARCEL ID	DESCRIPTION
12-107	off street parking, under utilized
12-108	off street parking, under utilized
12-109	off street parking, under utilized
12-110	off street parking, under utilized
12-111	off street parking, under utilized
12-112	off street parking, under utilized
12-114	out of character, under developed
12-115	façade out of character
12-116	better sign, clean flags, ground floor façade repair/rehab
12-117	damaged tiles
12-119	vacant upstairs, vacant upstairs
12-121	major facelift, better use
12-122	vacant upstairs
12-130	parking, under utilized retail space, Sheriff Dept., beat up façade
12-14-A	obsolete use, parking ramp on river
12-14-B	warehouse on river, out of character use
12-16	under developed
12-17	under developed
12-18	vacant
12-185	off street parking, under utilized, landscaping needed
12-186	architecture out of character, unsightly wires
12-187	architecture out of character, unsightly wires
12-188	off street parking, under utilized
12-189	off street parking, under utilized
12-19	improve setback
12-190	partial vacancy, lacks ground floor retail
12-192	inappropriate lighting, façade repair, better use on ground floor
12-20	major façade work at top, under utilized second story
12-21	façade out of character, brick restoration, under utilized second story
12-22	window rehab, paint
12-23	new façade, out of character
12-24	off street parking, under utilized
12-25	off street parking, under utilized
12-26	off street parking, under utilized
12-27	off street parking, under utilized
12-28	off street parking, under utilized
12-29	off street parking, under utilized
12-29	off street parking, under utilized
12-30	off street parking, under utilized
12-31	off street parking, under utilized
12-32	off street parking, under utilized
12-33	off street parking, under utilized
12-34	off street parking, under utilized
12-36	off street parking, under utilized
12-37	off street parking, under utilized
12-38-1	south and west side façade out of character, north/east side façade
12-44	facelift/repairs, cracked awnings, inappropriate lighting
12-46	broken windows, façade repair, better signage
12-47	some restoration work, ground level façade, better signage
12-48	outdoor eating rehab/redesign
12-48-1	rehab signage and façade rehab
12-49	outdoor eating rehab/redesign
12-50	off street parking, under utilized
12-55	off street parking, under utilized
12-57	off street parking, under utilized
12-63	off street parking, under utilized

12-64	off street parking, under utilized
12-68	off street parking, under utilized
12-71	parking, under utilized
13-1	different parking, lack of landscaping
13-11	vacant, stained brick, exposed garbage, old tires, wires and cables
13-15	vacant and architecture out of character
13-16	dumpsters visible
13-17	dumpsters visible
13-18	dumpsters visible
13-183	under utilized/developed, setback inconsistent
13-2	off street parking, under utilization, redevelop
13-20	out of character, faded awning, no sidewalk grass
13-21	off street parking, under utilization
13-22	off street parking, under utilization
13-23	off street parking, under utilization
13-24	façade needs facelift
13-28-A	wall of cement, weeds
13-43	more landscaping at south end, hvac visible
13-49	totally paved, hvac/heat units visible
13-50	under utilized
13-51	under utilized
13-53	under utilized
13-54	under utilized
13-55	under utilized
13-6	transit center, redevelop, better utilize
13-6	transit center, redevelop, better utilize
13-8	transit center, redevelop, better utilize
13-9	overhead power lines and structures over river
13-9-1	transit center, redevelop, better utilize
15-20	no architectural character, lacks landscaping
15-23	vacant, damaged awning and sign post, gravel lot, environment clean-up
2-107	under utilized
2-109	under utilized
2-70	facade rehab and under utilized
2-71	under utilized
2-72	facade rehab, under utilized
2-74	facade rehab, under utilized
2-75	facade rehab, under utilized
2-76	under utilized
2-77	under utilized
2-78	vacant
2-78	vacant
2-86	under utilized
2-87	vacant
2-87-1	under utilized
2-93	paint and siding
2-93-A	paint and siding
2-94	under utilized
2-945	vacant
2-945	vacant
2-946	vacant
2-947	gravel lot, needs landscaping, under utilized
2-947-1	vacant, pavement needed, landscaping
2-948	vacant rail
2-949	vacant rail
2-949-A	under utilized
2-94-A	under utilized
2-95	under utilized
2-96	vacant

3-102	vacant, façade rehab
3-104	vacant, façade rehab
3-104-A	vacant, façade rehab
3-105	signage and façade rehab
3-106	façade rehab, windows, signage
3-107	signage, façade rehab
3-111	parking
3-113	under utilized
3-116	landscaping, parking
3-306	under utilized
3-310	parking, landscaping, under utilized
3-313	facade rehab
3-314	under utilized
3-315	parking/landscaping
3-316	under utilized
3-318	façade rehab, windows, landscaping
3-319	façade rehab, windows, landscaping
3-320	facade rehab
3-321	facade rehab, windows
3-322	signage and awning
3-362	parking, under utilized
3-363	façade rehab, signage, under utilized
3-364	façade rehab, signage, under utilized
3-365	parking landscaping
3-369	facade rehab
3-369-A	facade rehab
3-370	signage
3-551	vacant
3-552	under utilized
3-554-A	utility, under utilized
3-555	vacant
3-556	vacant
3-557	under utilized
3-558	under utilized
3-559	under utilized
3-562	facade rehab
3-563	facade rehab
3-568	vacant
3-569	facade rehab, under utilized
3-572-A	under utilized
3-573	under utilized
3-588	paint, signage, siding
3-590	vacant
3-642	signage
3-643	signage
3-644	landscaping
3-645	painting and siding
3-897	vacant
3-94	landscaping
3-95	facade rehab
3-96	pavement and landscaping
3-98	facade rehab
3-99	pavement and landscaping
4-100	vacant
4-156	facade rehab
4-159	pavement and landscaping
4-160	parking
4-161	parking
4-201	facade rehab

4-202	façade rehab
4-203	facade rehab
4-208	facade rehab
4-209	facade rehab
4-210	signage
4-216	pavement and landscaping
4-220	pavement and landscaping
4-221	facade rehab and landscaping
4-254	facade rehab
4-255	parking, landscaping
4-57	parking
4-58	parking
4-59	parking, pavement and landscaping
4-59-B	under utilized
4-61	vacant
4-67	facade rehab
4-68	trim needs painting
4-72	parking
4-74	fencing, signage, landscaping
4-75	facade rehab
4-76	facade rehab
4-77	parking
4-78	parking
4-80	parking
4-81	parking
4-82	parking
4-83	parking
4-86	vacant
4-87	vacant
4-88	vacant
4-89	vacant
4-90	vacant
4-91	vacant
4-91-A	vacant
5-1525	under utilized
5-1525-1	under utilized
5-586	vacant and facade rehab
5-587	vacant and facade rehab
5-588	facade rehab
5-589	broken stone, gravel parking lot, lacks landscaping
5-590	facade rehab
5-593	signage and vacant
5-594	signage and vacant
5-595	facade rehab
5-598	facade rehab
5-599	facade rehab
5-600	parking lot and pavement
5-601	facade rehab
5-602	facade rehab
5-874	vacant and facade rehab
5-875	parking
5-876	facade rehab
5-877	facade rehab
5-878	parking, landscaping, under utilized
5-879	gravel parking lot
5-880	vacant
5-881	vacant
5-883	parking lot
5-890	facade rehab

5-891	façade rehab
5-892	siding and under utilized
5-893	vacant and facade rehab
5-897	signage and landscaping
5-902	facade rehab
5-908	façade rehab
5-910	painting
5-911	painting
5-912	painting and siding
5-913	verify
5-916	painting
5-923	painting
5-924	painting
5-925	siding
5-927	vacant
5-928	vacant
5-930	vacant
5-931	vacant
5-932	vacant
5-933	vacant
5-934	vacant
5-935	vacant
5-936	vacant
5-936-1	vacant
2-102	
2-101	
2-100	
2-99	
2-98	
2-97	
2-217	
2-216	
2-215	
2-214	
2-213	
2-212	
2-211	
2-210	
2-209	
2-208	
2-188	
2-187-A	
2-186	
2-185	
2-184	
2-174	
2-172	

APPENDIX "D"

Projected TID Tax Revenues for Primary Projects

Projected TID Tax Revenues for Primary Projects

Year	TID Value	Tax Increment	Anticipated Bond Amount	Est. Bond Payment	Capitalized Interest	Other Revenues	Balance
1		25,620					
	1,000,000		22,000,000	2,094,720	6,150,000		4,080,900
2		512,400	-				
	20,000,000			2,094,720		237,735	2,453,580
3			-				
	57,450,000	1,471,869		2,094,720		247,244	1,241,183
4			-				937,526
	59,173,500	1,516,025		2,094,720		257,134	
5			-				673,127
	60,948,705	1,561,506		2,094,720		267,420	
6			-				451,685
	62,777,166	1,608,351		2,094,720		278,116	
7			-				277,141
	64,660,481	1,656,602		2,094,720		289,241	
8			-				153,691
	66,600,296	1,706,300		2,094,720		300,811	
9			-				85,798
	68,598,304	1,757,489		2,094,720		312,843	
10			-				78,213
	70,656,254	1,810,213		2,094,720		325,357	
11			-				135,988
	72,775,941	1,864,520		2,094,720		338,371	
12			-				264,493
	74,959,219	1,920,455		2,094,720		351,906	
13			-				469,435
	77,207,996	1,978,069		2,094,720		365,982	
14			-				756,877
	79,524,236	2,037,411		2,094,720		380,621	
15			-				
	81,909,963	2,098,533		2,094,720		395,846	1,133,258
16			-				
	84,367,262	2,161,489		2,094,720		411,680	1,605,414
17			-				
	86,898,280	2,226,334		2,094,720		428,147	2,180,601
18			-				
	89,505,228	2,293,124		2,094,720		445,273	2,866,518
19			-				
	92,190,385	2,361,918		2,094,720		463,084	3,671,332
20			-				
	94,956,096	2,432,775		2,094,720		481,607	4,603,704
21			-				
	97,804,779	2,505,758		2,094,720		500,872	5,672,816
22			-				
	100,738,923	2,580,931		2,094,720		520,907	6,888,402
23			-				
	103,761,090	2,658,359		2,094,720		541,743	8,260,776

(Note: Assumes a 3% annual value increase beginning with year 4 and 5% interest earned on annual balance)

APPENDIX “E”

Projected Redevelopment Values

TIF 5 Projected Redevelopment Values

	10/7/99			
West Side				
Improvement Number	Project	Est. Assessed Value	Est. Public Cost	Projected Completion Date
1	Grocery Store Development	1,000,000	200,000	2001
2(P)	Leicht Docks Warehouse Construction	6,000,000	-	2000
3	Gallagher's Retail Development Project	350,000	80,000	2001
4(P)	Boyer Commercial Redevelopment Project	350,000	50,000	2000
5(P)	Commercial Developments	600,000	-	2000
6(P)	Commercial Redevelopment (Jorgenson Building)	100,000	-	2000
7(P)	Commercial Redevelopment (Chamber)	400,000	50,000	2000
8(P)	Encompass Child Care Development	-	-	2000
9	Waterfront Brownfield Development	50,000,000	10,000,000	2003
10	Commercial Development (Badger Sheet Metal)	3,000,000	700,000	2006
11	Commercial Development (Ultra Plating)	(see 9 above)	350,000	2003
	TOTAL:	61,800,000	11,430,000	
East Side				
Improvement Number	Project	Est. Assessed Value	Est. Public Cost	Projected Completion Date
1(P)	Mixed-Use Residential, Office & Retail	25,000,000	7,700,000	2001
2(P)	Mixed-use Hotel, Residential Parking Ramp	15,000,000	7,200,000	2001
3	Mixed-use Development (Transit Facility)	5,000,000	900,000	2001
4	Fox River Parkway Project	-	-	2000 - 2002
5	Mixed-use Development (Fox Ramp)	5,000,000	900,000	2003
6	Commercial Redevelopment (Bay Towel)	500,000	100,000	2004
7	Fox Theatre	-	-	2001
	TOTAL:	50,500,000	16,800,000	
	(P = Primary TID Project)			



TITLETOWN USA

Law Department

Timothy J. Kelley
City Attorney

December 15, 1999

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

Ladies and Gentlemen:

RE: CERTIFICATION OF PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO.
5, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

This opinion relates to the compliance of the proposed project plan for Tax Increment District No. 5, City of Green Bay, Brown County, Wisconsin (hereinafter "District") with the requirements of Sec. 66.46(4), Wis. Stats.

The Common Council of the City of Green Bay has designated the Redevelopment Authority, as agent of the City of Green Bay, to perform all acts, except the development of the master plan, which are otherwise performed by the Plan Commission under Sec. 66.46, Wis. Stats.

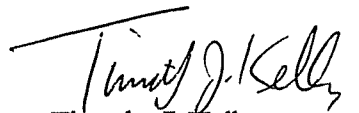
The Redevelopment Authority has drafted a project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the project plan [Sec. 66.46(4)(e), Wis. Stats.]. This hearing was held on November 9, 1999. Resolutions adopting the project plan and creating the District will be considered by the Common Council on December 21, 1999. Therefore, at least 30 days have passed after the public hearing and before action by the Common Council as required by statute. [*Id.*]

I have examined the project plan and find that it is complete and complies with the requirements of Sec. 66.46(4)(f), Wis. Stats., and in particular, it contains the following:

1. A statement listing the kind, number, and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.46(2)(f)1.k., Wis. Stats.

2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.
6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.
9. A statement relating to the proposed method for the relocation of any persons to be displaced.
10. A statement indicating how creation of the District promotes the orderly development of the City.

Very truly yours,


Timothy J. Kelley
City Attorney

TJK:bc

**RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5**

Green Bay, Wisconsin
December 21, 1999

WHEREAS, the Wisconsin Legislature has found that the existing system of allocating aggregate property tax revenues among tax levying municipalities has resulted in significant inequities and disincentives; and

WHEREAS, the cost of public works and improvements within the City has been borne entirely by the City, while expansion of tax base, which is stimulated directly or indirectly by such improvements, has benefit not only for the City but also for all other municipalities which share such tax base; and

WHEREAS, such situation is inequitable; and moreover, when the cost to the City of a public improvement project exceeds the future benefit to the City resulting therefrom, the City may decide not to undertake such project; and which situation has resulted in the postponement or cancellation of socially desirable projects; and

WHEREAS, such situations, as above described, do exist in this City and can be corrected by the implementation of Sec. 66.46, Wis. Stats., by creation of a Tax Incremental District; and

WHEREAS, the Common Council of the City of Green Bay has designated the Redevelopment Authority, as agent of the City of Green Bay, to perform all acts, except the development of the master plan, which are otherwise performed by the Plan Commission under Sec. 66.46, Wis. Stats.; and

WHEREAS, the Redevelopment Authority prepared a notice of public hearing describing the boundaries of the area to be included in the proposed Tax Incremental District; a copy of which notice was mailed to all owners of property determined to be contributing to the district's blighted condition; and

WHEREAS, prior to publication of such notice, a copy thereof was mailed by first class mail to the chief executive officer of all governmental entities having power to levy taxes on property located within the proposed District, the School Board, and Technical College; and

WHEREAS, a Class 2 notice indicating the date and location of the public hearing was published in the official newspaper; and

WHEREAS, a public hearing was conducted by the Redevelopment Authority wherein all interested parties were afforded an opportunity to express their views on the proposed District creation and boundaries; and

RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5
Page 2

WHEREAS, the Redevelopment Authority thereafter made designation of the proposed boundaries of such Tax Incremental District and submitted the same to the Common Council with recommendation for the creation thereof as proposed; and

WHEREAS, it has been determined that all parcels in the Tax Incremental District are contiguous and whole units of property as assessed for general property tax purposes; and

WHEREAS, a Joint Review Board has been convened pursuant to Sec. 66.46(4m), Wis. Stats., for the purpose therein required.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES HEREBY RESOLVE AS FOLLOWS:

1. There is hereby created Tax Incremental District No. 5 of the City of Green Bay (hereinafter "District"), which is to have the boundaries as legally described on Exhibit I, which is attached hereto.

2. The date of creation of said District is January 1, 2000.

3. The following specific findings are hereby made:

a. Not less than 50%, by area, of the real property within the District meets at least one of the following criteria:

i. is a "blighted area";

ii. is in need of "rehabilitation or conservation work" within the meaning of Sec. 66.435(3), Wis. Stats.; or

iii. is suitable for "industrial sites" within the meaning of Sec. 66.52, Wis. Stats., and has been zoned for industrial use.

b. Improvement of such area is likely to enhance significantly the value of substantially all of the real property in said District.

c. The project costs relate directly to eliminating blight, directly serve to rehabilitate or conserve the area, or directly serve to promote industrial development, consistent with the purpose for which the Tax Incremental District is created.

RESOLUTION CREATING TAX
INCREMENTAL DISTRICT NO. 5
Page 3

d. The equalized value of taxable property of the District, plus all existing districts within the City, does not exceed 7% of the total equalized value of taxable property within the City.

Adopted _____

Approved _____

Mayor

Clerk

TJK:bc

Attachment

Revised 11/24/99
LEGAL DESCRIPTION TID #5
(East and West Downtown)

EXHIBIT I

That part of Block 1; Lots 1 through 5 Block 2; Lots 1 through 5, Block 3; Lots 1 through 10, Block 4; Lots 1 through 4 Block 5; Lots 1 through 6, Block 6; Lots 1 through 6, Block 7; Amdt's First Addition:

Also that part of Lots 7 through 16, Block 7; Lots 1 through 8, Block 12; Lots 1 through 4, Block 13; Lots 1 through 4, Block 14; Amdt's Second Addition:

Also that part of Lots 1 through 4, Lots 8 through 10, Lots 12 through 30, and Lots 33 and 34; Callaghan's Addition:

Also that part of Lot 4 through 9, Block B; Lots 10 through 15, Block C; Lots 16 through 18 Block D; Lots B, C, D, E and F; Desnoyer's Addition:

Also that part of Lots 1 through 10; Lots 23 through 32; Lots 40 through 42; Lots 49 through 80; Lots 88 through 97; Lots 104 through 113; Dousman's Addition:

Also that part of Lots 1 through 43; Lots 47 through 52; Elmore's Addition:

Also that part of Lots 25 through 46; Lots 93 and 94; Lots 98 and 99; Lots 101 through 124; Original Survey of Fort Howard:

Also that part of Block 1, Niels Hansen Addition;

Also that part of Lots 1 through 9, J.L. Jorgensens Addition Subdivision of Lot 1, M. Sellers Water Lots:

Also that part of Lots 1 through 36, Christian Schwarz Addition:

Also that part of Lots 4 through 8, Block A; Lots 1 through 10; Block 1; M. Sellers Addition:

Also that part of Lots 3 through 9, M. Sellers Water Lots;

Also that part of Lots 1 through 12, Block B; Lots 81 through 84, Block H; Lots 107 through 112, Block I; Lots 126 through 136, Block L, Tanks First Addition;

Also that part of Lots 1 through 6, Block 1, Tanks Third Addition;

Also that part of Private Claims 1 and 2; the Unsurveyed part of Private Claim 2; West side of the Fox River;

Also that part of the Vacant Strip;

Also that part of the Certified Survey Map recorded in Volume 6 Page 519 being part of Lots 44 and 45 Elmores Addition;

Also that part of the Certified Survey Map recorded in Volume 8 Page 281 being part of Lots 100 through 102, Original Survey of Fort Howard:

Also that part of the Certified Survey Map recorded in Volume 8 Page 265 being part of Lots 4 through 10, 23 through 30, 38 through 40 of Dousman's Addition:

Also that part of the Certified Survey Map recorded in Volume 10 Page 251 being part of Lots 3 through 10 and the lands between Lots 2 and 3 Dousman's Addition and part of the Certified Survey Map recorded in Volume 8 Page 265:

Also that part of the Certified Survey Map recorded in Volume 16 Page 311 being part of vacated Lots 1,2,3,4,5,6,7,8 and A, Original Survey of Fort Howard: vacated Lots 1,2,3 and the 3-foot strip lying south of and adjacent to Lot 1, all in Block A, Desnoyers Addition; vacated Lots 1,2 and lands lying between Lots 2 and 3, Dousman's Addition; part of Private Claim No. 1, West Side of Fox River:

Also that part of the Certified Survey Map recorded in Volume 26 Page 53 being part of Lots 27 through 30, Lots 35 through 38, Dousman's Addition:

Also that part of the Certified Survey Map recorded in Volume 27 Page 247 being part of Private Claim 2 West Side of the Fox River and Lots 1 through 4, M. Seller's Addition:

Also that part of the Certified survey Map recorded in Volume 29 Page 85 being part of the Fort Howard Military Reserve and being part of Lot 9, Dousman and Elmore's Water Lots.

Also that part of the Certified Survey Map recorded in Volume 34 Page 255 being part of Lots 125 through 130 original Plat of Fort Howard and being all of Lots 5, 6 and 7 Callaghan's Addition to Fort Howard.

That part of Lots 1 and 2, of the Certified Survey Map recorded in Volume 15 page 407 Brown County Records being part of Private Claim 2, East Side of the Fox River (also known as vacated Lots 21 and 22, Plat of Navarino):

Also that part of Lots 6 through 20, and that part of Lots 23 through 32, and that part of Lots 45 through 57, Plat of Navarino, which includes all of Bellin Building Condominium which is part of said Lots 16 and 17 Plat of Navarino:

Also that part of Lots 1 through 3 Block 1, that part of Lots 1 through 6 Block 2, that part of Lots 1 through 8 Block 3, that part of Lots 1 through 8 Block 4, that part of Lots 1 through 6 Block 5, that part of Lots 1 through 16 Block 8, that part of Lots 1 through 16 Block 9, that part of Lots 1 through 12 Block 10, that part of Lots 1 through 6 Block 11, that part of Lots 1 through 5, and that part of Lots 11 through 16 Block 16, Plat of Astor; also a triangular shaped parcel in Plat of Astor bounded on the north by Chicago Street on the east by Adams Street and on the west by Washington Street; Lots 1, 2 and Outlot 1 of the Certified Survey Map recorded in Volume 21 page 123 being part of said Lots 1 through 6 Block 2 Plat of Astor; Lots 1 and 2 of the Certified Survey Map recorded in Volume 29 page 206 being part of said Lots 1 through 8 Block 4 and Lots 1 through 6 Block 5 and vacated Chicago Street, Plat of Astor; Lots 1 and 2 of the Certified Survey Map recorded in Volume 22 page 10 being part of said Lots 1 through 5 and Lots 11 through 16 Block 16 Plat of Astor:

Also that part of any dedicated or vacated street or alley right-of-way adjacent to the lands described above located in said Plats and Private Claims:

All located in the City of Green Bay, Brown County Wisconsin more particularly described as follows:

Beginning at the intersection of the northerly right-of-way line of Clinton Street and the easterly right-of-way line of Maple Avenue (also known as the southwest corner of Lot 1, Block 1, Tanks Third Addition); thence northerly along said easterly right-of-way line of Maple Street to the northeast corner of the second tract of land described in Volume 696 Page 257 Brown County Records; thence easterly along the north line of said second tract and the easterly extension thereof to the centerline of Chestnut Street extended southerly; thence northerly along said centerline of Chestnut Street and the extension thereof to the centerline of Howard Street; thence westerly along said centerline of Howard Street to the intersection with the southerly extension of the centerline of the alley between Lot 33 and Lot 36, Callaghan's Addition; thence northerly along said centerline of the alley and the extension thereof to the intersection with the easterly extension of the south line of Lot 94, original survey of Fort Howard; thence westerly along said south line and its extension thereof to the centerline of Maple Street; thence northerly along said centerline of Maple Street to the intersection with the westerly extension of the north line of Lot 46, original survey of Fort Howard; thence easterly along said north line of Lot 46 and its extension thereof to the centerline of the alley between Lot 46 and Lot 39, original survey of Fort Howard; thence northerly along the centerline of said alley to the intersection with the north line of Hubbard Street said point of intersection being on the easterly extension of the south line of Lot 106 Dousman's Addition; thence westerly along the south line of Lots 106, 105 and 104 and the extension thereof to the center line of Maple Avenue; thence northerly along said centerline of Maple Avenue to the centerline of Dousman

Street; thence easterly along said centerline of Dousman Street to the centerline of Chestnut Avenue; thence northerly along said centerline of Chestnut Street to the centerline of Mather Street; thence easterly along said centerline of Mather Street to the centerline of Broadway; thence southerly along said centerline of Broadway to the centerline of Dousman Street; thence easterly along said centerline of Dousman Street to the intersection with the southerly extension of the west line of Lot 1 of the Certified Survey Map recorded in Volume 29 Page 85 Brown County Records; thence northerly along said west line of Lot 1 last said Certified Survey Map and its extension thereof to the northwest corner of last said Lot 1; thence easterly along the north line of Lot 1 and Outlot 1 of said Certified Survey Map to the northeast corner of last said Outlot 1; thence southerly along the combined pierhead and bulkhead line of the Fox River to the southeast corner of Lot 2 of the Certified Survey Map recorded in Volume 16 Page 311 Brown County records; thence westerly 111.00 feet along the south line of last said Lot 2; thence northerly along the east line of Lot 1 of last said Certified Survey Map to the northeast corner of said Lot 1; thence westerly along the north line of said Lot 1 to the northwest corner thereof; thence continuing westerly along the extension of last said north line to a point on the west line of Pearl Street; thence northerly along said west line of Pearl Street to the northeast corner of Lot 31, Dousman's Addition; thence westerly along the north line of last said Lot 31 and its extension thereof to the centerline of the alley lying westerly of said Lot 31; thence southerly along last said centerline of the alley to the intersection with easterly extension of the north line of the parcel described in Jacket 23572 Image 45 Brown County Records; thence westerly along last said north line and its extension thereof to the centerline of Broadway; thence southerly along said centerline of Broadway to the present centerline of Walnut Street; thence easterly along said present centerline of Walnut Street to a point on the westerly combined pierhead and bulkhead line of the Fox River; thence southerly along said westerly combined pierhead and bulkhead line of the Fox River to a point on the westerly extension of the south line of Outlot 1 of the Certified survey Map recorded in Volume 22 Page 122 Brown county records; thence easterly along the south line of Outlot 1 and Lot 2 of said Certified Survey Map recorded in Volume 22 Page 122 to the southeast corner of last said Lot 2; thence southerly 20.0 feet along the west line of a 15.0 foot wide alley to the south line of a 20.0 foot wide alley; thence easterly along said south line of the 20.0 foot wide alley to a point on the centerline of Washington Street; thence northerly along said centerline of Washington Street to a point on the easterly extension of the south line of the Bellin Building Condominium; thence westerly along last said south line and its extension thereof to a point on the west line of the 15.0 foot wide alley; thence northerly along last said west line to a point on the platted centerline of Walnut Street; thence westerly along said platted centerline of Walnut Street to a point on the easterly combined pierhead and bulkhead line of the Fox River; thence northerly along said easterly combined pierhead and bulkhead line of the Fox River to the centerline of Pine Street; thence easterly along said centerline of Pine Street to the platted centerline of Washington Street; thence southerly along said platted centerline of Washington Street to a point on a line lying easterly of and perpendicular to point "H" on the west line of Lot 1 of the Certified Survey Map recorded in Volume 10 Page 79; thence easterly along said perpendicular line to said Point "H", thence southeasterly to point "I" on last said Certified Survey Map; thence easterly along the south line of last said Lot 1 to Point "J" on said Certified Survey Map; thence northeasterly to Point "K" on said Certified Survey Map; thence easterly perpendicular to the east line of said Lot 1 to the centerline of Adams Street; thence southerly along said centerline of Adams Street to the centerline of Chicago Street; thence easterly along said centerline of Chicago Street to the intersection with the platted west line of Jefferson Street; thence southerly along said platted centerline of Jefferson Street to the present south line of East Mason Street; thence westerly along said present south line of East Mason Street to a point on the easterly combined pierhead and bulkhead line of the Fox River; thence westerly to the intersection of the westerly combined pierhead and bulkhead line of the Fox River and the present south line of West Mason Street; thence westerly along said present south line of West Mason Street to a point on the northerly extension of the east line of Lot 4, Block B, Tank's First Addition; thence southerly along the east line of said Block B, Tank's First Addition to the intersection with the east line of Broadway; thence southwestwardly to the intersection of the centerline of Broadway and the centerline of Fifth Street; thence westerly along said centerline of Fifth Street to a point on the southerly extension of the west line of Lot 112, Block I, Tanks First Addition; thence northerly along the west line of Lots 107 through 112, Block I and Lots 82 through 84, Block H, said Tanks First Addition and the extension thereof to a point lying 10.0 feet northerly of and parallel with the north line of said Lot 82, Block H; thence easterly along said parallel line 100.0 feet; thence southerly 10.0 feet parallel with said west line of Lot 82 to the north line of said Lot 82; thence easterly along said north line of said Lot 82 and the extension thereof to a point on the centerline of Broadway; thence northerly along said centerline of Broadway to a point on the easterly extension of the north line of Clinton Street; thence westerly along said north line of Clinton Street and extension thereof to the point of beginning.

Parcels affected being City of Green, Brown County Tax Parcel Numbers:

2-107	3-105	3-370	3-643	4-223	5-1525-1	5-902
2-109	3-106	3-371	3-644	4-225	5-586	5-904
2-263	3-107	3-372	3-645	4-226	5-587	5-907
2-264	3-108	3-373	3-85	4-254	5-588	5-908
2-265	3-109	3-374	3-897	4-255	5-589	5-909
2-266	3-110	3-375	3-91	4-56	5-590	5-910
2-267	3-110-A	3-551	3-92	4-57	5-591	5-911
2-268	3-111	3-552	3-94	4-58	5-592	5-912
2-70	3-113	3-554-A	3-95	4-59	5-593	5-913
2-71	3-114	3-555	3-96	4-59-B	5-594	5-914
2-72	3-115	3-556	3-98	4-61	5-595	5-915
2-74	3-116	3-557	3-99	4-62	5-596	5-916
2-75	3-306	3-558	4-100	4-65	5-597	5-917
2-76	3-310	3-559	4-101	4-66	5-598	5-918
2-77	3-311	3-562	4-102	4-67	5-599	5-919
2-78	3-312	3-563	4-103	4-68	5-600	5-920
2-86	3-313	3-564	4-104	4-71	5-601	5-921
2-87	3-314	3-565	4-105	4-72	5-602	5-922
2-87-1	3-315	3-566	4-154	4-74	5-874	5-923
2-88	3-316	3-567	4-156	4-75	5-875	5-924
2-89	3-317	3-568	4-157	4-76	5-876	5-925
2-90	3-318	3-569	4-158	4-77	5-877	5-926
2-91	3-319	3-572	4-159	4-78	5-878	5-927
2-92	3-320	3-572-A	4-160	4-80	5-879	5-928
2-93	3-321	3-573	4-161	4-81	5-880	5-930
2-93-A	3-322	3-574	4-201	4-82	5-881	5-931
2-94	3-325	3-575	4-202	4-83	5-882	5-932
2-945	3-326	3-578	4-203	4-84	5-883	5-933
2-946	3-327	3-579	4-204	4-85	5-884	5-934
2-947	3-330	3-587	4-205	4-86	5-885	5-935
2-947-1	3-331	3-588	4-206	4-87	5-890	5-936
2-948	3-332	3-589	4-207	4-88	5-891	5-936-1
2-949	3-362	3-590	4-208	4-89	5-892	3-306-1
2-949-A	3-363	3-591	4-209	4-90	5-893	
2-94-A	3-364	3-592	4-210	4-91	5-894	
2-95	3-365	3-593	4-212	4-91-A	5-895	
2-96	3-365-1	3-594	4-214	4-92-1	5-896	
3-100	3-366	3-595	4-215	4-96	5-897	
3-101	3-367	3-596	4-215-A	4-97	5-898	
3-102	3-368	3-640	4-216	4-98	5-899	
3-104	3-369	3-640-A	4-220	4-99	5-900	
3-104-A	3-369-A	3-642	4-221	5-1525	5-901	

12-48, 12-48-1, 12-13, 12-14, 12-14-A, 12-14-B, 12-15, 12-16, 12-17, 12-18, 12-19, 12-20, 12-21, 12-22, 12-23, 12-24, 12-25, 12-26, 12-27, 12-28, 12-29, 12-30, 12-31, 12-32, 12-33, 12-34, 12-35, 12-36, 12-37, 12-39, 12-40, 12-42-A, 12-43, 12-43-1, 12-43-2, 12-38-1, 12-38-2, 12-38-3, 12-38-4, 12-38-5, 12-38-6, 12-38-7, 12-38-8, 12-38-9, 12-38-10, 12-44, 12-46, 12-47, 12-49, 12-123, 12-124, 12-125, 12-126, 12-127, 12-128, 12-129, 12-130, 12-50, 12-51, 12-52, 12-53, 12-54, 12-55, 12-57, 12-58, 12-60, 12-61, 12-62, 12-63, 12-114, 12-115, 12-116, 12-117, 12-118, 12-119, 12-120, 12-121, 12-122, 12-64, 12-65, 12-66, 12-67, 12-68, 12-71, 12-107, 12-108, 12-109, 12-110, 12-111, 12-112, 12-185, 12-185-1, 13-1, 13-2, 13-3, 13-6, 13-8, 13-9, 13-9-1, 13-10, 13-183, 13-183-2, 13-185, 13-11, 13-14, 13-15, 13-16, 13-17, 13-18, 13-20, 13-21, 13-22, 13-23, 13-24, 13-28-A, 13-39, 13-42-A, 13-43, 13-49, 13-50, 13-51, 13-53, 13-54, 13-55, 12-186, 12-187, 12-188, 12-189, 12-190, 12-190-A, 12-191, 12-192, 15-20, 15-23 and 15-169.

2-172, 2-174, 2-184, 2-185, 2-186, 2-188, 2-187-A, 2-187-1, 2-189, 2-208, 2-209, 2-210, 2-211, 2-212, 2-213, 2-214, 2-215, 2-216, 2-217, 2-218, 2-99, 2-98, 2-97, 2-100, 2-101, 2-102.

**RESOLUTION ADOPTING PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 5**

Green Bay, Wisconsin
December 21, 1999

WHEREAS, pursuant to §66.46, Wis. Stats., the City of Green Bay has created Tax Incremental District No. 5, City of Green Bay (hereinafter "District"); and

WHEREAS, the Redevelopment Authority of the City of Green Bay has prepared a proposed project plan; and

WHEREAS, the Redevelopment Authority of the City of Green Bay has notified the chief executive officers of all local government entities having the power to levy taxes on property within the District, including the school board of any school district which includes property within the District pursuant to §66.46, Wis. Stats., of a public hearing properly noticed and held wherein interested parties were afforded a reasonable opportunity to express their views on the project plan; and

WHEREAS, pursuant to such procedure and after due notice and proper consideration, the Redevelopment Authority has recommended to the Common Council the adoption of the project plan for Tax Incremental District No. 5, City of Green Bay; and which said project plan contains the following:

1. A statement listing the kind, number, and location of all proposed public works or improvements within the District and those located outside of the District to the extent provided in §66.46(2)(f)1.k., Wis. Stats.
2. An economic feasibility study.
3. A detailed list of estimated project costs.
4. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred.
5. A map showing existing uses and conditions of real property within the District.
6. A map showing proposed improvements and uses in the District.
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes, and City ordinances, if any.
8. A list of estimated non-project costs.

RESOLUTION ADOPTING PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 5
Page 2

9. A statement relating to the proposed method for the relocation of any persons to be displaced.

10. A statement indicating how creation of the District promotes the orderly development of the City.

11. An opinion of the City Attorney that the project plan is complete and complies with §66.46(4)(f), Wis. Stats.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES HEREBY RESOLVE AS FOLLOWS:

1. Finding is hereby made that the project plan for Tax Incremental District No. 5, City of Green Bay, is feasible and in accordance with the master plan of the City of Green Bay.

2. The project plan for Tax Incremental District No. 5, City of Green Bay, as recommended by the Redevelopment Authority, be and is hereby approved and adopted.

Adopted _____

Approved _____

Mayor

Clerk

bc



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

MEETING DATE

March 11, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # F.2

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

BACKGROUND

The proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile radius of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

Additionally, the proposed Allocation Amendment will amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

RECOMMENDATION

Recommend the RDA adopt the Allocation Amendment Resolution and amend the Project Plan for TID Twelve (12), I-43 Industrial Park.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Resolution - TID 12 Allocation Amendment 3.11.25
2. TID 12 Amended Project Plan - DRAFT 3.11.25
3. TID 12 - Original Project Plan

RESOLUTION 25-05
REGARDING AN ALLOCATION AMENDMENT FOR TAX INCREMENT DISTRICT
NUMBER TWELVE (12), I-43 INDUSTRIAL PARK (“TID 12”)

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

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

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (22), The Shipyard (“TID 22”) and to Tax Increment District Number Twenty-eight (“TID 28”), JBS Redevelopment; and

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

1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City’s official paper, the Green Bay Press Gazette; and
3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and

WHEREAS, the Original Project Plan and Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 12; and
5. A map showing proposed improvements and uses in TID 12; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

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

1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and

4. Prior to the mandatory termination date of August 27, 2051, TID 28 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
5. The mandatory termination date for TID 12 is September 6, 2025; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 and TID 28; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in TID 12, TID 22, and TID 28, as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 12, TID 22, and TID 28; and
9. The economic benefits of TID 12, TID 22, and TID 28, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 12, TID 22, and TID 28 Project Plans are feasible and in conformity with the City *Comprehensive Plan*; and
11. TID 22, as a Blight TID, and TID 28, as a Rehabilitation and Conservation TID, are eligible recipient types for donor TID 12 under Wis. Stats. sec. 66.1105(6)(f)2.; and
12. TID 12, TID 22, and TID 28 have the same overlying taxing jurisdictions; and
13. TID 12 has sufficient revenue to pay all its current project costs; and
14. TID 12 has surplus revenue to pay eligible costs of TID 22 and TID 28; and
15. The Amended Project Plan will not change the boundaries of TID 12.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Green Bay (RDA) hereby approves the Allocation Amendment Resolution for Tax Increment District Number Twelve (12), I-43 Industrial Park; and

BE IT FURTHER RESOLVED, that the RDA approves the amendment of the Non-Project Costs section of the TID 12 Project Plan to include an allocation, in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

BE IT FURTHER RESOLVED, that the RDA Approves the amendment of the Non-Project Costs section of the TID 12 Project plan to include an allocation, in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, JBS Redevelopment, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

BE IT FINALLY RESOLVED that the RDA approves and adopts the proposed Amended Project Plan for TID 12 and recommends its approval to the Common Council.

SIGNATURE PAGE TO FOLLOW.

Adopted _____

Approved _____

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY

Gary J. Delveaux
Redevelopment Authority, Chair

Cheryl Renier-Wigg
Redevelopment Authority, Secretary



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twelve (12)

I-43 Industrial Park

Amended **PROJECT PLAN**

RDA Public Hearing

City of Green Bay, Wisconsin March 11, 2025

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Cole Runge, *Brown County*
Cale Pulczynski, *Green Bay Area Public Schools*
Adam Pfost, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jennifer Grant, *District 1*
Jim Hutchison, *District 2*
William Morgan, *District 3*
Bill Galvin, *District 4, Vice President*
Craig Stevens, *District 5*
Joey Prestley, *District 6*
Alyssa Proffitt, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9, President*
Ben Delie, *District 10*
Melinda Eck, *District 11*
Kathy Hinkfuss, *District 12*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Deby Dehn
Alderson Kathy Hinkfuss, *District 12*
Melanie Parma
Renita Robinson
Stephen Srubas

This Project Plan was prepared by
Matthew Buchanan, *Deputy Development Director*
Rebecca Finco, *Economic Development Specialist*
Erin Rosinski, *Design Specialist*
Diana Ellenbecker, *Finance Director*
Joanne Bungert, *City Attorney*

Table of Contents

Summary of Findings..... 4

Proposed Amendments 5

Appendix A: City Attorney Legal Opinion 6

Appendix B: Cash Flows..... 7

DRAFT

Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twelve (12) (“TID 12”), I-43 Industrial Park on September 6, 2005; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 12 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 12 to Tax Increment District Number Twenty-two (“TID 22”), The Shipyard, and Tax Increment District Number Twenty-eight (“TID 28”), JBS Redevelopment; and
4. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 4.1. On Tuesday, March 11, 2025, at 1:30 p.m., in Room 604 of City Hall, 100 N. Jefferson St., held a public hearing on the proposed amendments to TID 12, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
 - 4.2. On Tuesday, March 4, 2025 published a notice of said public hearing in the City’s official paper, the Green Bay Press Gazette; and
 - 4.3. On Monday, March 3, 2025, emailed the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 4.4. On Monday, March 3, 2025, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
5. The Original Project Plan and the Amended Project Plan meet all the requirements of Wis. Stats. §66.1105, to wit:
 - 5.1. An economic feasibility study; and
 - 5.2. A detailed list of estimated project costs; and
 - 5.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 5.4. A map showing existing uses and conditions of real property within TID 12; and
 - 5.5. A map showing proposed improvements and uses in TID 12; and
 - 5.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 12 will not exceed thirty-five percent (35%); and
 - 5.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 5.8. A list of estimated non-project costs; and
 - 5.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 5.10. A statement indicating how creation of TID 12 promotes the orderly development of the City; and
 - 5.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
6. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 6.1. The Amended Project Plan demonstrates that TID 12 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 6.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 12 has satisfied all of its current year debt service and project cost obligations; and
 - 6.3. Prior to the mandatory termination date of September 17, 2046, TID 22 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.4. Prior to the mandatory termination date of August 27, 2051, TID 28 will not have accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs; and
 - 6.5. The mandatory termination date for TID 12 is September 6, 2025; and
 - 6.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 12 to TID 22 and TID 28; and
 - 6.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in

TID 12, TID 22, and TID 28 as detailed in the City *Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and

- 6.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in TID 12, TID 22, and TID 28; and
- 6.9. The economic benefits TID 12, TID 22, and TID 28 as measured by increased property value, employment, and income,
 - 6.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 6.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 6.10. The TID 12, TID 22, and TID 28 Project Plans are feasible and in conformity with the City *Comprehensive Plan*; and
- 6.11. TID 22, as a Blight TID, and TID 28, as a Rehabilitation and Conservation TID, are eligible recipient types for donor TID 12 under Wis. Stats. sec. 66.1105(6)(f)2.; and
- 6.12. TID 12, TID 22, and TID 28 have the same overlying taxing jurisdictions; and
- 6.13. TID 12 has sufficient revenue to pay all its current project costs; and
- 6.14. TID 12 has surplus revenue to pay eligible costs of TID 22 and TID 28; and
- 6.15. The Amended Project Plan will not change the boundaries of TID 12.

Proposed Amendments

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of three million, seven hundred thousand dollars (\$3,700,000.00) from TID 12 to TID 22, The Shipyard, to assist with the costs of property acquisition, future development incentives, infrastructure, and public amenities as may be needed throughout TID 22 and within a one-half mile of TID 22 for the purposes of blight elimination, which is consistent with the purpose for which TID 22 was created. As part of the project plan, cash grants may be made by the City of Green Bay to owners, lessees, or developers of property within TID 22.

Amend the Non-Project Costs section of the TID 12 Project Plan to include an allocation in the amount of two million dollars (\$2,000,000.00), from TID 12 to TID 28, to assist with the costs of public infrastructure and park improvements as may be needed throughout TID 28 and within a one-half mile radius of TID 28, for the purpose of rehabilitation and conservation, which is consistent with the purpose for which TID 28 was created.

This Amended Project Plan contains no other changes from the original Project Plan.

Appendix A: City Attorney Legal Opinion

DRAFT

Appendix B: Cash Flow

TID 12

YEAR	PROJECTED REVENUES				PROJECTED EXPENDITURES						BALANCES	
	TAX INCREMENTS	INTEREST/ EARNINGS	OTHER REVENUE	TOTAL REVENUE	TIF ALLOCATIONS	AFFORDABLE HOUSING	DEVELOPERS PAYMENTS	DEBT PAYMENTS	OTHER EXPENSES	TOTAL EXPENSES	ANNUAL	CUMULATIVE
												6,094,853
2024	2,933,568	362,422	424,464	3,720,454	7,000,000		234,701	259,603	60,250	7,554,554	(3,834,100)	2,260,753
2025	3,300,630	75,000	762,886	4,138,516	3,700,000		305,441	260,009	72,500	4,337,950	(199,434)	2,061,319
2025				-	2,000,000					2,000,000	(2,000,000)	61,319
2026	3,350,139	50,000	762,886	4,163,025	1,250,000		311,550	260,461	52,500	1,874,511	2,288,514	2,349,833
2027	3,400,392			3,400,392		3,400,392	317,781	245,430	5,000	3,968,603	(568,211)	1,781,622
2028				-			324,136	132,900	5,000	462,036	(462,036)	1,319,586
2029				-			330,619	137,700	15,000	483,319	(483,319)	836,267
2030				-			337,231			337,231	(337,231)	499,036
2031				-			343,976			343,976	(343,976)	155,060
2032				-			126,342			126,342	(126,342)	28,718
2033				-						-	-	28,718
Total	12,984,729	487,422	1,950,236	15,422,387	13,950,000	3,400,392	2,631,777	1,296,103	210,250	21,488,522		

2024 TIF allocation \$7,000,000 to TIF 13

2025 TID allocation \$3,700,000 to TIF 22

2025 TID allocation \$2,000,000 to TIF 28

**TAX INCREMENTAL FINANCE
DISTRICT NO. 12**

PROJECT PLAN

I-43 Commercial Development

**City of Green Bay, Wisconsin
August 2005**

TABLE OF CONTENTS

	PAGE
Introduction	1
Description of Proposed District	2
Map 1—Location	3
Map 2—District Boundary	4
Map 3—Zoning	5
Map 4—Land Use	6
Map 5—Proposed Projects	7
Project Plan	8
Table 1—Public Investment Summary	13
Appendix A—Legal Description of TID No. 12	
Appendix B—Parcels & Assessed Values	
Appendix C—Projected TID Revenues	

Introduction

The Expansion of the I-43 Business Park in addition to the new State Highway 54/57 Business Park will allow the City of Green Bay to more aggressively market itself for business start-ups, expansions, and relocations. The Green Bay Common Council adopted a Comprehensive Plan in the spring of 2003 that outlines the City of Green Bay's long-term strategy for growth. The acquisition of land along major transportation routes like I-43 and State Highways 54/57 will allow for orderly and efficient growth along the City's outer limits.

One of the primary tools used to accomplish the City's long-range development goals is Tax Incremental Finance (TIF). This Project Plan for Tax Incremental Financing District (TID) No. 12 is prepared in accordance with Wisconsin Statute 66.1105(4)(f) and describes in detail how the proposed projects will be implemented. Each public improvement proposed in the Project Plan encourages private investment. This will in turn help determine complimentary land uses, maximize property values, and create hundreds of good-paying jobs for individuals residing in and around the City of Green and ultimately benefit all of Brown County and northeastern Wisconsin.

Description of the Proposed District

I. Regional Location

The proposed Tax Increment Finance District No. 12 is located on the Eastern edge of the City of Green Bay. TID No. 12 is in an area with Finger Road bordering it to the North, Northview Road to the East, Greenbriar Road to the South, and I43 to the West. Map 1 shows where TID No. 12 is located within the City of Green Bay.

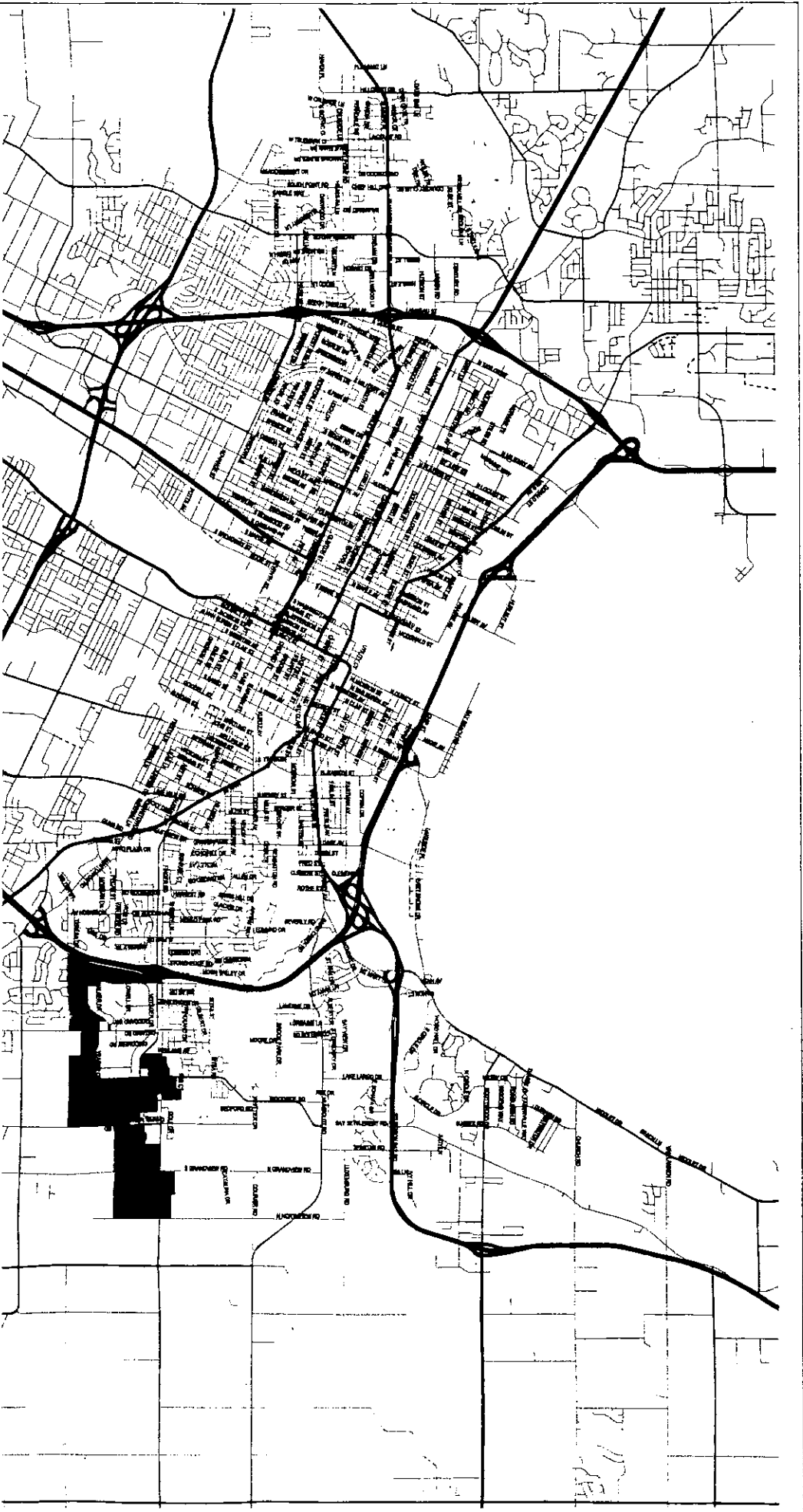
II. Tax Incremental District Boundary

The boundaries for TID No. 12 are provided on Map 2. The legal description for the District is included as Appendix "A."

III. General Make-Up

Containing 82 parcels and 937 acres, proposed TID No. 12 is comprised of all eight land uses residential; commercial; industrial; communications/utilities; governmental/institutional; parks and recreation; woodlands, wetlands, and undeveloped open spaces; and agriculture. Map 3 shows existing land use for the TID, and Map 4 illustrates the corresponding zoning. Approximately 50% of the acreage in TID No. 12 is zoned agriculture with the remaining land divided among the remaining seven land uses.

Appendix "B" provides a listing of the 82 parcels within TID No. 12 with parcel ID number, address, owner, land value, improvements, and total assessed value.



City of Green Bay
I-43
Tax Increment Finance District 12
Map 1. Location

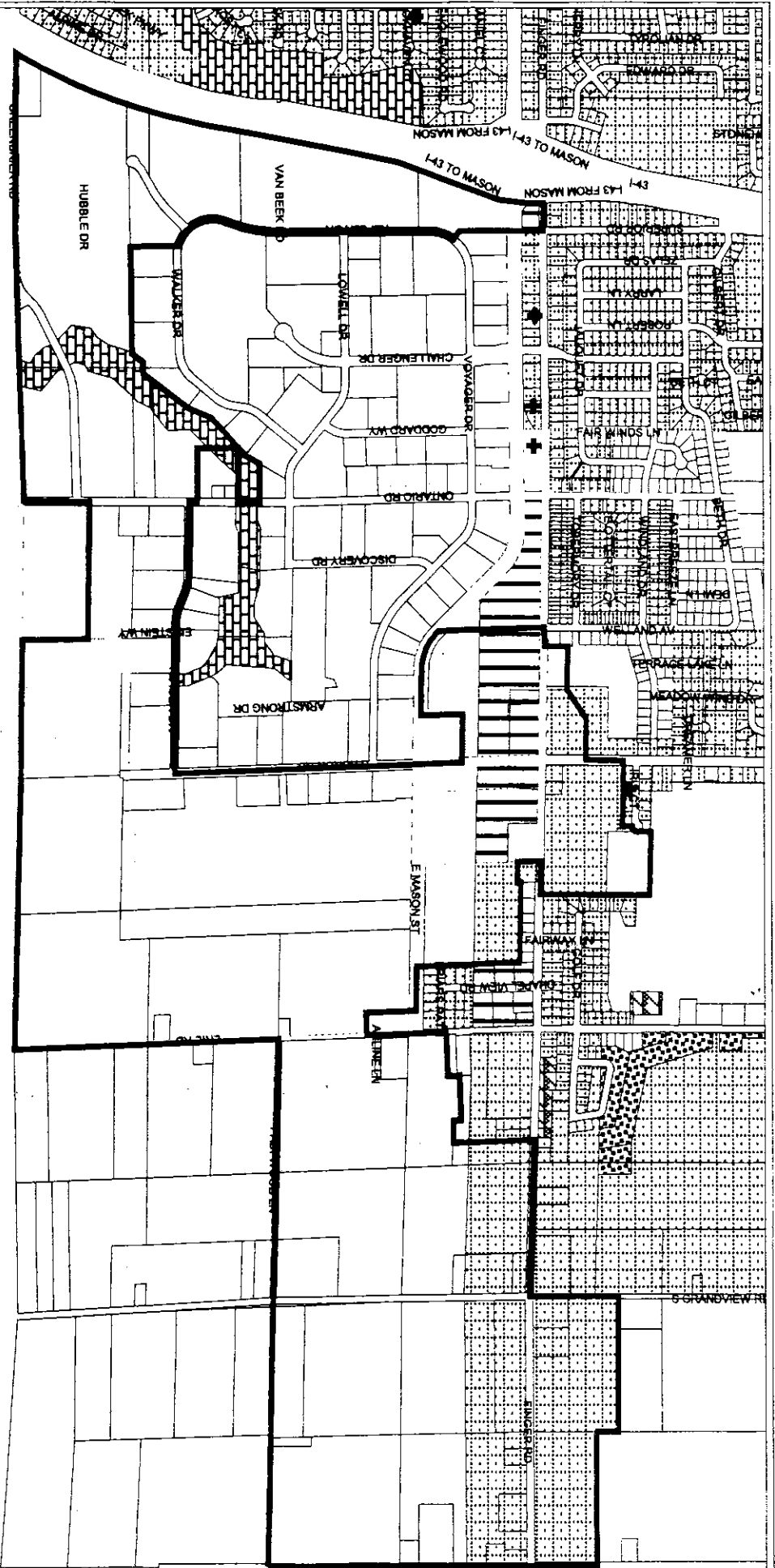


Map prepared by City of Green Bay Planning Department, May 2005.
Digitized by: [illegible] 10/11/11



State of
Wisconsin

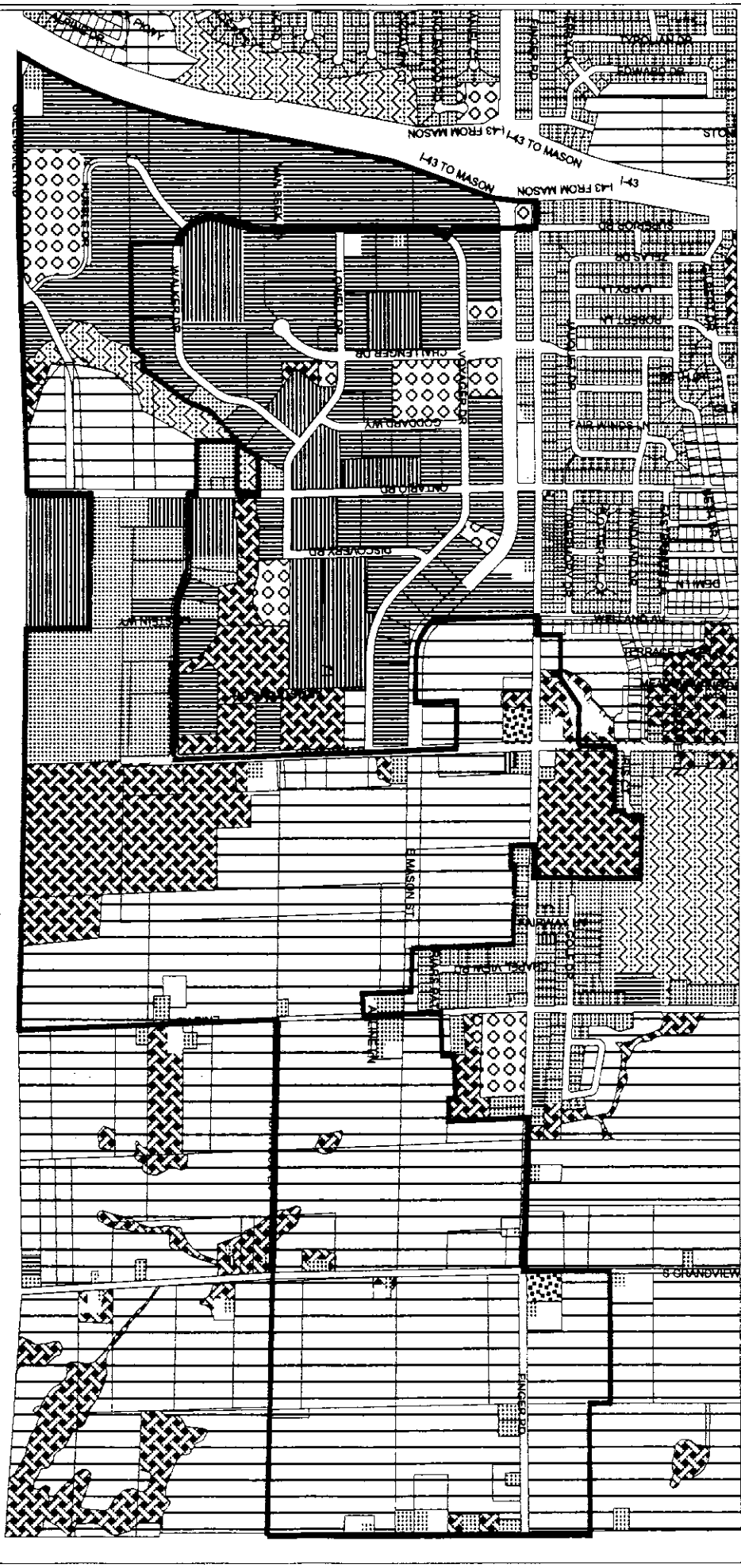
Brown
County



City of Green Bay
I-43
Tax Increment Finance District 12
Map 3 Existing Zoning

-  First Business
-  Conservancy
-  Parkway
-  First Residential
-  Third Residential
-  Residential Park

-  District Boundary
-  Conditional Use
-  Planned Commercial District
-  Planned Urban Residential District

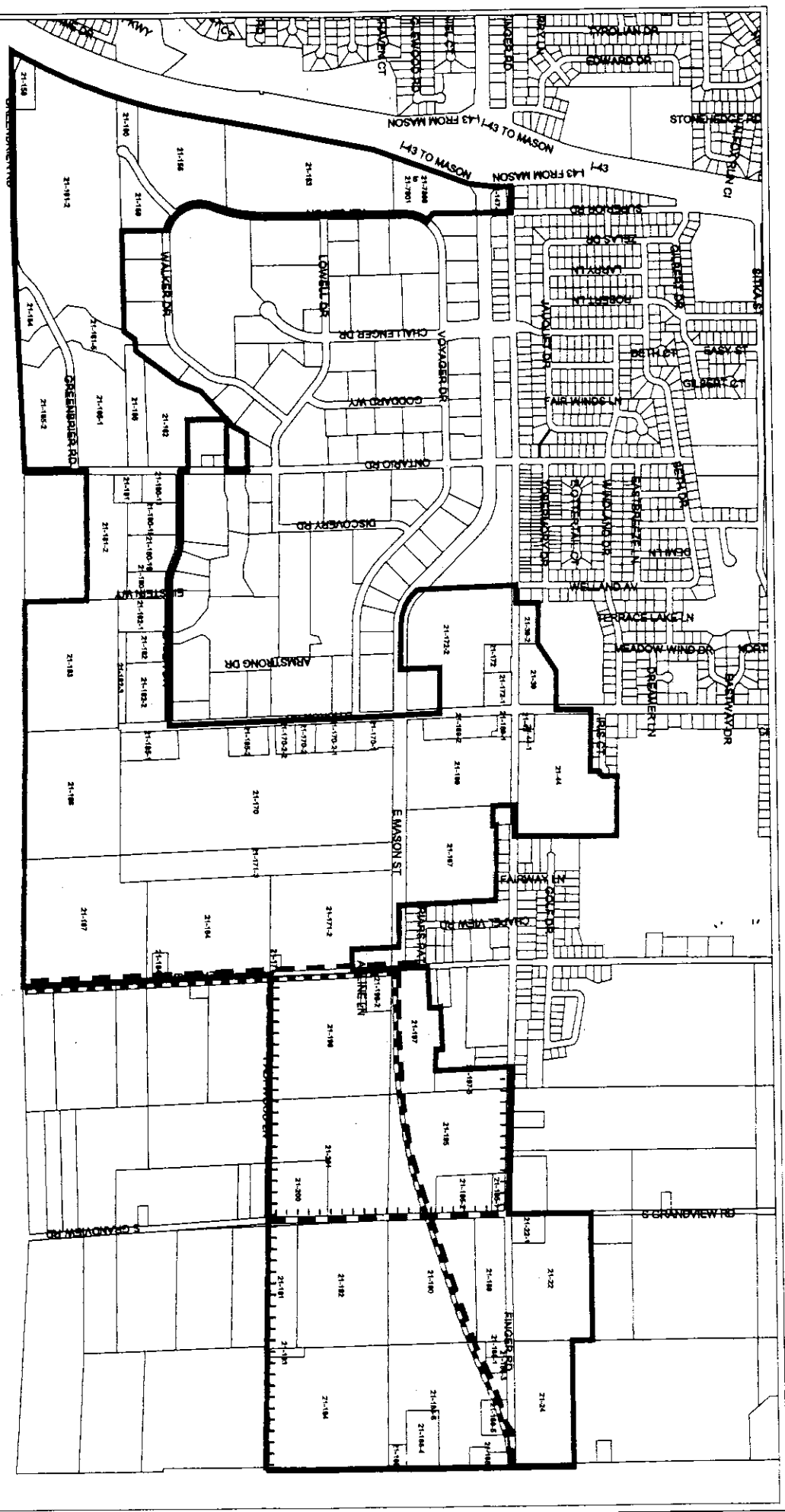


City of Green Bay
I-43
Tax Increment Finance District 12
Map 4. Existing Land Use



Map prepared by City of Green Bay Planning Department, May 2005.
 (Map of Green Bay, Wisconsin, prepared by the City of Green Bay, Wisconsin, May 2005.)

- District Boundary
 - Residential
 - Commercial
 - Industrial
 - Roads
 - Communications/Utilities
 - Parks and Recreation
 - Woodlands, Wetlands, Undeveloped Open Space
 - Agriculture
- Land use data collected 2001



City of Green Bay
I-43
Tax Increment Finance District 12
Map 5. Projects

-  District Boundary
-  Baird Creek South Branch Interceptor Sewer
-  Interceptor Sewer
-  Sanitary Sewer, Storm Sewer, Watermain, Street Paving, Street Lighting and Street Trees

* See Text for Further Future Improvements

Project Plan

A. Statement listing the kind, number and location of all proposed public works or improvements.

Summarized below are the public works and related improvements proposed as part of TID No. 12. All the proposed improvements were given consideration in order to both maximize development possibilities and remedy the competing land uses in the district. Improvements will enhance the economic viability of the district and provide public amenities to beautify the overall commercial corridor.

Improvement #1: Interceptor Sewer

Locations: Erie Rd N. of Finger to Mason @ Grandview
Grandview, Mason to Van Beek
Van Beek, Erie to Northview

Improvement #2: Sanitary Sewer

Locations: Mason, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #3: Storm Sewer

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northbrook
Erie, Mason to City Limits
Undesignated future streets

Improvement #4: Water mains

Locations: Mason, Erie to Northbrook
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #5: Street Paving

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #6: Street Lighting

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #7: Trees

Locations: Mason, Erie to Northview
Grandview North of Finger to Van Beek
Van Beek, Erie to Northview
Erie, Mason to City Limits
Undesignated future streets

Improvement #8: Traffic Lights

Locations: Ontario, Huron, Erie, and Grandview

Improvement #9: Detention Ponds

Locations: District-wide

Improvement #10: Storm water Management Study

Improvement #11: Signage

Locations: District-wide

Improvement #12: Right of Way Land Acquisition

Locations: A total of 30 acres district-wide

Improvement #13: Park Acquisition

Improvement #14: Loans and/or Grants to Businesses and Developers

Location: Loans and or grants made available to accomplish the objectives outlined in this plan district-wide

Improvement #15: District Administration, Promotion and Marketing Activities

Location: Promotion and marketing of the district in order to encourage additional investment and property tax growth district-wide.

B. Economic Feasibility

Background

Under Wisconsin State Statute 66.1105 Tax Increment Law, the property taxes paid each year on the increase in equalized value of the Tax Increment District may be used by the City to pay the costs of development projects for the District. The increase in value is determined by taking the District's current value and deducting the value in the District that existed when the District was created or base value. All would be taxes paid upon this incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs are called tax increments. State property taxes on the increment value must still be paid to the state.

All project expenditures must be made within twenty-two years of the creation of the Tax Increment District, and tax increments may be received until project costs are recovered for no longer than twenty-seven years, with a possible three-year extension.

Green Bay Market

The City of Green Bay has many advantages for businesses to expand or relocate to the City. Green Bay is the state's third largest city, located 114 miles north of Milwaukee, 204 miles north of Chicago and 280 miles east of Minneapolis.

Green Bay's population continues to grow and diversify showing a strong population growth in the 1990's. Population trends are reflective of the economic growth found in the region as the Green Bay MSA led the nation in percentage job growth in a May 2000 report from the US Department of Labor.

	<u>1990 Census</u>	<u>2000 Census</u>
Green Bay population	96,466	103,641
Green Bay MSA	194,594	215,040

Green Bay serves as the retail, commercial, educational, and medical center of northeastern Wisconsin and the upper peninsula of Michigan. The City is also the transportation hub of the region with excellent highway, air, rail, and port infrastructure.

TIF Capacity Analysis

Wisconsin statute 66.1105 (4) (gm) 4. c. establishes a limit on the equalized property value that may be located within all Tax Increment Districts (TIF Capacity). The method for determining that limit is defined in that statute. A municipality must meet this requirement. The City meets this requirement because the equalized value of all taxable property of TID 12 plus the value increment of all existing districts does not exceed 12 percent of the total equalized value of taxable property within the City. Using this method, the City of Green Bay capacity is as follows:

Tax Incremental Finance Capacity Analysis (January 2005)

Equalized Value of the City of Green Bay	\$5,925,533,200.00
TIF Maximum (12% of City Value)	\$ 711,063,984.00
Total Value within Existing TIDS 4,5,6, 7, 8, 9 & 10	\$ 205,881,400.00
Present Capacity for Future TIF Districts	\$ 505,182,584.00

Capacity for creation of a new Tax Increment Districts in the City of Green Bay is more than satisfactory to permit the creation of TID No.12.

Projection of Future Tax Increments

The TID Plan anticipates a number of projects being implemented over the first twenty-two years of the tax incremental financing life (see table 1). All projects will contribute, not only to stabilizing property values throughout the life of the TID, but by enhancing those same property values through the creation of a consistent and viable commercial district. Those stable and hopefully increasing values will ensure the growth of increments, which in turn will repay the debt generated to finance the public improvements.

To approximate future tax increments that are expected to be generated through the creation of a TID, planned private, assessable investment was estimated. This estimate is separated into two categories. The first is the primary TID Projects, which includes all planned projects expected to be completed within the eighteen-year timeline. Secondary TID Projects are those which will be implemented if additional new development occurs; therefore provide TID revenues capable of supporting additional TIF borrowing. The probability of the primary projects being completed is quite good. Some of the projects have been defined and developers have begun preliminary project design work. The secondary projects, while exciting, are a bit more speculative in nature and no specific developer has been identified. While the list of projects is comprehensive, it is by no means exclusive. Should additional development opportunities arise, the City may elect to conduct additional TIF funded activities within the District.

Primary TID Projects Only

The primary projects include a variety of infrastructure improvements that promote development of area for a number of commercial uses. Projected private investment will generate tax increment as follows:

Year	Value Date	District Valuation	Construction Increment	TID RATE	Tax Revenue
1	2005			\$22.50	\$0
2	2006		30,000,000	\$22.05	\$0
3	2007	\$30,000,000	43,800,000	\$21.61	\$0
4	2008	\$74,700,000	3,000,000	\$21.18	\$648,270
5	2009	\$79,941,000		\$20.75	\$1,614,192
6	2010	\$82,339,230		\$20.34	\$1,692,896
7	2011	\$84,809,407		\$19.93	\$1,708,809
8	2012	\$87,353,689		\$19.53	\$1,724,872
9	2013	\$89,974,300		\$19.14	\$1,741,086
10	2014	\$92,673,529		\$18.76	\$1,757,452
11	2015	\$95,453,735		\$18.38	\$1,773,972
12	2016	\$98,317,347		\$18.02	\$1,790,648
13	2017	\$101,266,867		\$17.66	\$1,807,480
14	2018	\$104,304,873		\$17.30	\$1,824,470
15	2019	\$107,434,019		\$16.96	\$1,841,620
16	2020	\$110,657,040		\$16.62	\$1,858,931
17	2021	\$113,976,751		\$16.29	\$1,876,405
18	2022	\$117,396,054		\$15.96	\$1,894,043
19	2023	\$120,917,935		\$15.64	\$1,911,847
20	2024	\$124,545,473		\$15.33	\$1,929,819
21	2025	\$128,281,837		\$15.02	\$1,947,959
22	2026	\$132,130,293		\$14.72	\$1,966,270
23	2027	\$136,094,201		\$14.43	\$1,984,753
24	2028	\$140,177,027		\$14.14	\$2,003,410

Appendix "C" provides a complete pro-forma spread sheet for the TID with the assumption that the Primary TID Projects are the only new development. Using the following assumptions, TIF should support the public expenditures required for this project and result in substantial development with the new commercial corridor.

TID Pro-Forma Assumptions:

1. Property tax revenues are expected to grow at a conservative rate.
2. The primary projects will add over \$50,000,000 in equalized value in the next 7 years, which in turn will generate the tax increment.
3. Total tax increment assumes a total tax levy of \$22.21 per \$1000 of assessed value, decreasing by 2% every year.
4. Bond Interest is estimated between 4%-6%.

Table 1
TID No. 12 & Public Investment Summary July 2005

<u>Project</u>	<u>Location</u>	<u>TIF Cost</u>	<u>Projected Date</u>
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Interceptor Sewer)	Map 5	\$1,375,000	2005-2010
Infrastructure (Sanitary Sewer)	Map 5	\$1,950,000	2005-2010
Infrastructure (Storm Sewer)	Map 5	\$2,795,000	2005-2010
Infrastructure (Water mains)	Map 5	\$1,935,000	2005-2010
Infrastructure (Street Paving)	Map 5	\$6,300,000	2005-2010
Infrastructure (Street Lighting)	Map 5	\$107,500	2005-2010
Beautification (Trees)	Map 5	\$64,500	Ongoing
Infrastructure (Traffic Signals)		\$400,000	Ongoing
Infrastructure (Detention Ponds)		\$1,750,000	Ongoing
Storm Management Study		\$50,000	Ongoing
Signage		\$250,000	Ongoing
ROW Acquisition		\$1,500,000	Ongoing
Park Acquisition		\$500,000	Ongoing
Promotion/ Marketing		\$500,000.00	Ongoing

Property Acquisition Site Prep. Parcel Assemblage	Map 5	\$5,000,000.00	Ongoing
---	-------	----------------	---------

Loans/ Grants	Map 5	\$1,000,000.00	Ongoing
------------------	-------	----------------	---------

Project Total		\$26,852,000	
----------------------	--	---------------------	--

***It is anticipated that positive cash balances will be applied to finance eligible project costs in addition to bonding.**

C. Description of the Methods of Financing All Estimated TID No. 12 Project Costs

The City may use a variety of financing methods to implement TID No. 12 projects including but not limited to lease-revenue bonds and general obligation bonds. Additionally, should grant opportunities be available the City may apply for such assistance in order to reduce public borrowing and allow for a rapid closeout of TID 12.

The amounts and time frames for borrowing could vary depending on rate and type of development. Projected tax revenue pro-forma from TID No. 12 is outlined in Appendix C. The amount of interest paid on money borrowed can be somewhat estimated, thus the interest rates used in the proforma are the best current estimates available. The total interest is based on a repayment scheduled to end 24 years after inception of the District. Appendix C indicates the TID would close in year 23 (which included the potential 3-year extension) without the generation of any other increment. Total interest costs are projections only. Should conditions warrant during the life of the TID No. 12, the City may opt to refinance the outstanding debt issued to better take advantage of lower interest rates.

The spreadsheet in Appendix C assumes that public project costs are financed through the issuance of bonds and positive TID balances. Not included in the calculations were additional income sources that could be generated through the course of the project, including lease payments and land sale revenues. If these revenues are realized, the City might elect to use this revenue to fund other identified projects, reduce borrowing or pay portions of the TID related debt for the City.

Interest earnings from the available cash balances will be credited to the district each year based on the City's existing method of interest allocation.

Financial audits will be done in accordance with Wisconsin State Statutes, Section 66.46 and all other applicable sections.

As can be reasonably determined from the data contained in Appendix C, the District will be sufficiently funded to pay off debt balances before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with State Statutes.

D. Detailed Listing of Project Costs

Table 1 provided a listing of the estimated public improvement costs in July 2005 dollars. Project locations may be found on Map 5. It is anticipated that the City may elect to expend funds each year for the first eighteen years (includes possible 3-year extension) on project administration, which could include salaries and fringe benefits, management, maintenance and marketing of the TID, bond issuance related expenses, loans and/or grants to business, as well as donation of surplus revenue to TIDs 4,5,6,7,8,10, 11 and 13.

E. Promotion of Orderly Growth

The Tax Increment District No. 12 has been developed in compliance with a number of planning documents that have been prepared to guide orderly development within the City of Green Bay and surrounding Brown County. The Green Bay Comprehensive Plan was updated in 2003 and the proposed TID No. 12 area was targeted for development. Additionally the Brown County "Comprehensive land Use/Transportation Plan: 2020" identifies issues crucial to traffic patterns in the area. Many documents have been reviewed and multiple sources of inputs were heard when drafting the City's Draft Comprehensive Land Use Plan these voices were incorporated in this TID Plan. TID No. 12 promotes orderly and consistent growth.

F. Proposed Changes of Zoning Ordinances, Master Plans, Official Map, Building Codes and City Ordinances

The regulatory documents reviewed with respect to the projects proposed within the TID No. 12 Project Plan are as follows: *1-Master Plan; 2-Official Map; 3-Zoning Codes; and 4-Building Codes*. Summarized below are the findings.

Master Plan

The City of Green Bay updated its Comprehensive Plan in 2003. The planned land uses in TID No.12 are consistent with existing planning documents and have been incorporated into future planning documents. In addition, the 1996 Brown County Land Use and Transportation Plan has been complimentary to the City's adopted Comprehensive plans.

Official Map

All streets included in the TID No. 12 Project Plan area are included on the official Map for the City of Green Bay as adopted subdivisions. No major changes are expected. However, if projects warrant a change, the City will take the required procedural actions to review such amendments.

Zoning

The area found within the boundaries of TID No. 12 will require the designation of more than one Planned Commercial Development (PCD overlay) District. The PCD Overlay district may include the following:

1. This PCD is to be used to identify non-residential uses only.
2. Future non-residential development uses shall be governed by PCD Districts to be established on a project-by-project basis.
3. Non-residential development not specifically identified in any Comprehensive plan, may be approved pursuant to existing zoning regulations, after review by the Planning Director.
4. Residential development will be regulated by existing zoning regulations for those uses.
5. Lot area, density, setback, parking and similar requirements shall be regulated pursuant to existing zoning regulations unless specifically addressed within a project plan as part of a PCD.

Building Codes

Building codes for the City of Green Bay will not be changed to accommodate TID No. 12 projects.

G. Non-Project Costs

In the event that TID No. 12 demonstrates it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all-eligible costs in other municipal redevelopment TIDs, the district may become a donor TID for TIDs 4,5,6,7,8, 10, 11 and 13.

Proposed Method for Relocation of Any Persons to be Displaced

The City of Green Bay will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property a direct result of eminent domain proceedings commenced by the City of Green Bay against the subject property. Relocation services will be provided by the City of Green Bay's acquisition/relocation specialists with funds provided through TIF, the City of Green Bay or the City of Green Bay Redevelopment Authority.

DESCRIPTION OF TID No. 12

That part of Sections 1, 2, 10, 11, and 12, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as follows:

Beginning at the southeast corner of Section 1; thence N00°-16'-11" W, 664.68 feet along the east line of said Section 1; a point on the easterly extension of the north line of Brown County Document Number 911020 as recorded in Jacket 2940, Image 35;

thence S89°-46'-55" W, 1338.98 feet along the north line of said Document Number 911020 and extension thereof to the northwest corner of said Document Number 911020;

thence N00°-04'-03" W, 222.71 feet along the east line of Brown County Document Number 2074594 to the northeast corner of said Document Number 2074594;

thence S89°-49'-54" W, 1338.19 feet along the north line of said Document Number 2074594 and the extension thereof to a point on the north – south $\frac{1}{4}$ line of said Section 1;

thence S00°-07'-58" W, 895.51 feet along said north – south $\frac{1}{4}$ line of Section 1 to the south $\frac{1}{4}$ corner of said Section 1;

thence N88°-04'-43" W, 1551.45 feet along the north line of the northwest $\frac{1}{4}$, Section 12 to a point on the northerly extension of the east line of the lands described in Brown County Document Number 1392571 recorded as Jacket 22808, Image 53;

thence S02°-08'-24" E, 826.92 feet along the east line of said Document Number 1392571 and the extension thereof to a point on the north line of Brown County Document Number 2177356;

thence N88°-04'-18" W, 223.59 feet along the north line of said Document Number 2177356;

thence N02°-08'-24" W, 72.72 feet along said Document Number 2177356;

thence S87°-53'-31" W, 442.51 feet along said north line of Document Number 2177356 to a point on the east line of Lot 1, Brown County Certified Survey Map Number 4648 as recorded in Volume 29 of Certified Survey Maps page 393;

thence S02°-06'-29" E, 120.00 feet along said east line of Lot 1, Certified Survey Map Number 4648 and the extension thereof;

thence S87°-53'-31" W, 435.60 feet along the north line of said Document Number 2177356 and the extension thereof to a point on the west line of said Section 12;

thence S02°-06'-29" E, 807.77 feet along said west line of Section 12 to a point on the easterly extension of the south line of Brown County Document Number 1011253 recorded as Jacket 7595, Image 25;

thence S87°-53'-31" W, 225.00 feet along the south line of said Document Number 1011253 and the extension thereof to the southwest corner of said Document Number 1011253;

thence N02°-03'-48" W, 512.50 feet along the west line of said Document Number 1011253 and the northerly extension thereof to a point on the centerline of East Mason Street;

thence N88°-57'-03" W, 441.79 feet along said centerline of East Mason Street to a point on the southerly extension of the west line of the plat Chapel View;

thence N02°-05'-43" W, 1045.50 feet along said west line of Chapel View and the extension thereof to the southeast corner of Lot 7 White Tail Run Estates;

thence N88°-45'-44" W, 791.56 feet along the south line of said White Tail Run Estates to the southwest corner of Lot 1, White Tail Run Estates, said southwest corner of Lot 1 also being a point on the east line of the north 241 feet of the west 208 feet of the east $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$, said Section 11;

thence S02°-04'-39" E, 40.65 feet to the southeast corner of said north 241 feet of the west 208 feet;

thence N88°-45'-52" W, 208.44 feet to the southwest corner of said north 241 feet of the west 208 feet;

thence N02°-04'-47" W, 241.00 feet along the west line of said north 241 feet of the west 208 feet and the northerly extension thereof to a point on the south line of said Section 2;

thence S88°-45'-44" E, 333.37 feet along the south line of said Section 2 to the southeast corner of the southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$ said Section 2;

thence N00°-20'-35" E, 1110.17 feet along the east line of said southwest $\frac{1}{4}$ - southeast $\frac{1}{4}$, Section 2 to the northeast corner of the lands described in Brown County Document Number 2162276;

thence N88°-34'-56" W, 628.55 feet along the north line of said Document Number 2162276 to the northeast corner of Lot 4, Brown County Certified Survey Map Number 4821 as recorded in Volume 31 of Certified Survey Maps page 75;

thence S00°-34'-56" W, 111.25 feet along the east line of said Lot 4 to the southeast corner of said Lot 4;

thence southwesterly along the easterly terminus of Iris Court along the arc of a 55-foot radius non-tangent curve to the left, said curve having a chord which bears S32°-50'-01" W, 93.69 feet to the northeast corner of Iris Court Condo's;

thence S00°-34'-56" W, 100.00 feet along the east line of Iris Court Condo's to the southeast corner of said Iris Court Condo's, also being a point on the north line of the lands described in Brown County Document Number 2162276;

thence N88°-45'-52" W, 650.00 feet along said north line of Document Number 2162276 and the extension thereof to a point on the north – south ¼ line of said Section 2;

thence S00°-34'-56" W, 821.00 feet along said north – south ¼ line of Section 2 to the north ¼ corner of said Section 11;

thence S02°-03'-27" E, 3754.72 feet along the north – south ¼ line of Section 11 to the intersection with the centerline of Yeager Drive;

thence N89°-22'-15" W, 1498.99 feet along said centerline of Yeager Drive;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the right 157.35 feet, said curve having a chord which bears N78°-22'-36" W, 156.38 feet;

thence continuing along said centerline of Yeager Drive N67°-22'-56" W, 156.81 feet;

thence continuing along said centerline of Yeager Drive along the arc of a 410.00 foot radius curve to the left 156.52 feet, said curve having a chord which bears N78°-19'-07" W, 155.57 feet;

thence continuing along said centerline of Yeager Drive N89°-15'-17" W, 746.75 feet to a point on the west line of said Section 11;

thence N00°-14'-19" E, 84.56 feet along said west line of Section 11 to a point on the easterly extension of the south line of Lot 1, Brown County Certified Survey Map Number 2251 as recorded in Volume 10 of Certified Survey Maps page 169;

thence N89°-45'-50" W, 539.05 feet along said south line of Lot 1 of Certified Survey Map Number 2251 and the extension thereof to the southwest corner of said Lot 1;

thence N00°-14'-10" E, 415.00 feet along the west line of said Lot 1 to the northwest corner of said Lot 1;

thence S89°-45'-50" E, 374.00 feet along the north line of said Lot 1 to the northeast corner of said Lot 1;

thence S00°-14'-10" W, 2.78 feet along the east line of said Lot 1 to the northwest corner of the south 132 feet of the north 622 feet of the east 165 feet of the northeast $\frac{1}{4}$ - southeast $\frac{1}{4}$, said Section 10;

thence S89°-45'-50" E, 165.06 feet along the north line of said south 132 feet of the north 622 feet of the east 165 feet to a point on the east line of said Section 10;

thence N00°-14'-19" E, 227.69 feet along said east line of Section 10 to a point on the easterly extension of the south line of Lot 2, Certified Survey Map Number 4650 as recorded in Volume 30 of Certified Survey Maps page 1;

thence S89°-18'-12" W, 383.85 feet along the south line of said Lot 2 Certified Survey Map Number 4650 to the southwest corner of said Lot 2;

thence S29°-03'-44" W, 163.87 feet along the southeasterly line of Lot 1 said Certified Survey Map Number 4650 to the south corner of said Lot 1;

thence S47°-21'-11" W, 512.61 feet along the southeasterly line of Lot 1, Certified Survey Map Number 4336 and the northerly extension thereof and along the southeasterly line of Lot 2, Certified Survey Map Number 5258;

thence continuing along said southeast line of Lot 2, Certified Survey Map Number 5258 S21°-16'-41" W, 241.58 feet;

thence continuing along the southeasterly line of Lots 1 and 2 of said Certified Survey Map Number 5258 S36°-28'-41" W, 577.54 feet;

thence S88°-43'-02" W, 120.48 feet along the south line of Lot 1 said Certified Survey Map Number 5258 and Lot 1 of Certified Survey Map Number 6790;

thence S35°-13'-30" W, 133.88 feet along the south line of said Lot 1 Certified Survey Map Number 6790 to the northeast corner of Lot 1, Certified Survey Map Number 6067;

thence S89°-05'-37" W, 1058.26 feet along the north line of said Lot 1, Certified Survey Map Number 6067 and the north line of Lot 2, Certified Survey Map Number 5843 to the southeast corner of Lot 3, Certified Survey Map Number 5843;

thence N00°-22'-41" W, 486.08 feet along the east line of said Lot 3, Certified Survey Map Number 5843 and the extension thereof to a point on the centerline of Walker Drive;

thence northwesterly along the centerline of Walker Drive and Kepler Drive along the arc of a 360.00 foot radius non-tangent curve to the right 608.33 feet, said curve having a chord which bears N27°-03'-39" W, 538.49 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 1570.00 foot radius curve to the left, 573.11 feet said curve having a chord which bears N10°-31'-32" E, 589.59 feet to a point on the north – south ¼ line of said Section 10;

thence continuing along said centerline of Kepler Drive N00°-17'-49" W, 1506.23 feet;

thence continuing along said centerline of Kepler Drive along the arc of a 400.00 foot radius curve to the right, 257.38 feet, said curve having a chord which bears N18°-08'-12" E, 252.97 feet;

thence N53°-26'-16" W, 102.49 feet;

thence N00°-17'-49" W, 481.92 feet along the east line of Lot 1, Certified Survey Map Number 5092 to a point on the southerly right-of-way of East Mason Street;

thence S89°-51'-10" E, 2.01 feet along said south right-of-way line of East Mason Street to a point on the north – south ¼ line of said Section 10;

thence N00°-17'-49" W, 375.18 feet along said north – south ¼ line to the north ¼ corner of said Section 10;

thence N89°-55'-11" W, 273.92 feet along the north line of said Section 10 to a point on the east right-of-way line of Interstate Highway 43, (I-43);

thence S02°-20'-56" E, 149.80 feet along said east line of I-43;

thence continuing along said east line of I-43, S06°-28'-06" W, 310.45 feet;

thence continuing along said east line of I-43, S19°-49'-34" W, 1096.38 feet;

thence continuing along said east line of I-43, S11°-32'-42" W, 500.10 feet;

thence continuing along said east line of I-43, S10°-23'-57" W, 1507.51 feet;

thence continuing along said east line of I-43 along the arc of a 5879.58 foot radius curve to the right, 2036.20 feet, said curve having a chord which bears S20°-19'-00" W, 2026.04 feet to a point on the south line of said Section 10;

thence S89°-48'-54" E, 1782.28 feet along said south line of Section 10 to the south ¼ corner of said Section 10;

thence continuing along said south line of Section 10, N88°-06'-50" E, 2641.10 feet to the southeast corner of said Section 10;

thence N00°-14'-19" E, 662.32 feet along the west line of Section 11 to the southwest corner of the north ½ of the southwest ¼ - southwest ¼, Section 11;

thence S89°-19'-09" E, 1365.92 feet along the south line of said north ½ to the southeast corner of said north ½;

thence S00°-54'-28" E, 661.16 feet along the east line of the southwest ¼ - southwest ¼, Section 11 to the south line of said Section 11;

thence S89°-22'-38" E, 1379.13 feet along the south line of said Section 11 to the south ¼ corner of said Section 11;

thence S88°-46'-03" E, 2683.71 feet along said south line of Section 11 to the southeast corner of said Section 11;

thence N02°-22'-55" W, 2659.24 feet along the east line of said Section 11 to the west ¼ corner of Section 12;

thence S88°-48'-42" E, 5246.39 feet along the east – west ¼ line to the east ¼ corner of said Section 12;

thence N00°-08'-02" W, 2672.72 feet along the east line of said Section 12 to the point of beginning.

Parcels affected being tax parcel numbers: 21-147,21-147-1,21-153,21-155,21-158,21-159,21-160,21-161-2,21-161-5,21-161-5,21-162,21-164,21-165,21-165-1,21-165-2,21-167,21-169,21-169-1,21-169-2,21-170,21-170-1,21-170-2,21-170-2-1,21-170-2-2,21-171-1,21-171-2,21-171-3,21-180-11,21-180-14,21-180-15,21-180-16,21-181,21-181-2,21-182,21-182-1,21-182-2,21-182-3,21-183,21-184,21-184-1,21-185-1,21-185-2,21-186,21-187,21-188,21-188-1,21-188-2,21-188-3,21-188-4,21-188-5,21-188-6,21-189,21-190,21-191,21-192,21-193,21-194,21-195,21-195-1,21-195-2,21-197,21-197-5,21-199,21-199-2,21-200,21-200,21-201,21-201,21-22,21-22-1,21-24,21-43,21-44,21-44-1.

TID No. 12 Parcel Assessed Values

PARCEL ID	ACRES	LOCATION	OWNER	LAND VALUE	IMPROVEMENTS	TOTAL VALUE
21-158	2.48	2783 GREENBRIER RD	KRINES WENCIL J & MARY R REVOCABLE TRUST	\$47,400.00	\$95,800.00	\$143,200.00
21-164	2.47	GREENBRIER RD	WILLIAMS JAMES T & CAROL G REVOCABLE TRUSTS 1982	\$188,200.00	\$215,900.00	\$404,100.00
21-161-5	2.73	GREENBRIER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165-2	13.03	GREENBRIER RD	BAYCARE AURORA LLC	\$520,800.00	\$0.00	\$520,800.00
21-180-14	2.01	3190 YEAGER DR	CONARD	\$78,200.00	\$505,100.00	\$583,300.00
21-184	30.09	1100 BLOCK ERIE RD	ZUIDMULDER	\$60,400.00	\$23,900.00	\$84,300.00
21-183	31.40	S HURON RD	MOSKI CORP	\$30,000.00	\$0.00	\$30,000.00
21-186	31.67	S HURON RD	HURON LIMITS LLC	\$18,700.00	\$0.00	\$18,700.00
21-182-3	1.89	1300 BLOCK S HURON RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-161-2	58.45	2845 GREENBRIER RD	BAYCARE AURORA LLC	\$3,473,400.00	\$110,317,800.00	\$113,791,200.00
21-181-2	12.18	1200 BLOCK ONTARIO RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165-1	14.97	GREENBRIER RD	BAYCARE AURORA LLC	\$582,000.00	\$0.00	\$582,000.00
21-161-5	6.08	GREENBRIER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-181	2.07	1300 BLOCK ONTARIO RD	WISCONSIN PUBLIC SERVICE CORP	\$0.00	\$0.00	\$0.00
21-187	38.06	ERIE RD	ZUIDMULDER	\$36,400.00	\$0.00	\$36,400.00
21-160	2.75	2853 HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-165	5.97	ONTARIO RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-184-1	0.92	1240 ERIE RD	ZUIDMULDER	\$57,600.00	\$120,600.00	\$178,200.00
21-182-2	6.00	3276 YEAGER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-182	3.10	3200 BLOCK YEAGER DR	ZIMONICK PROPERTIES INC	\$0.00	\$0.00	\$0.00
21-182-1	4.00	1255 EINSTEIN WY	EINSTEIN PROJECT INC	\$0.00	\$0.00	\$0.00
21-159	5.46	HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-180-16	4.33	3176 YEAGER DR	LNRE PARTNERS LLC	\$168,300.00	\$716,700.00	\$885,000.00
21-180-15	4.00	3146 YEAGER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-185-1	4.24	S HURON RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-180-11	2.49	ONTARIO RD	MEDNIKOW INC	\$96,800.00	\$753,800.00	\$850,600.00
21-155	18.79	2875 HUBBLE DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-162	13.98	3000 BLOCK WALKER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-185-2	3.00	S HURON RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-171-1	0.47	1038 ERIE RD	RONSMAN	\$53,800.00	\$72,900.00	\$126,700.00
21-193	0.86	S NORTHVIEW RD	RENTMEESTER	\$200.00	\$0.00	\$200.00
21-191	9.74	GRANDVIEW RD	RENTMEESTER	\$1,700.00	\$0.00	\$1,700.00

TID No. 12 Parcel Assessed Values Cont.

PARCEL ID	LOCATION	OWNER	LAND VALUE IMPROVEMENTS		TOTAL VALUE
21-170-2-2	1.50 1041 S HURON RD	ENGLEBERT			
21-170-2	1.50 900 BLOCK S HURON RD	A & K HOLDINGS LLC	\$0.00	\$0.00	\$0.00
21-200	0.29 1020 GRANDVIEW RD	FRANKOW	\$47,400.00	\$121,700.00	\$169,100.00
21-200	8.22 1020 GRANDVIEW RD	FRANKOW	\$47,400.00	\$121,700.00	\$169,100.00
21-170-2-1	3.00 900 BLOCK S HURON RD	ALL DEVELOPMENT LLC	\$228,700.00	\$0.00	\$228,700.00
21-201	0.07 PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,100.00	\$0.00	\$5,100.00
21-194	37.91 1120 S NORTHVIEW RD	DEGRAVE LORRAINE C REV. TRUST	\$54,600.00	\$98,100.00	\$152,700.00
21-192	29.49 909 GRANDVIEW RD	RENTMEESTER	\$54,700.00	\$70,900.00	\$125,600.00
21-153	32.23 1000 KEPLER DR	B & G REALTY INC ETAL	\$0.00	\$0.00	\$0.00
21-201	28.29 PADI WOOD LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,100.00	\$0.00	\$5,100.00
21-199	35.12 3527 BLOCK ARLINE LN	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$6,300.00	\$0.00	\$6,300.00
21-199-2	2.56 3527 ARLINE LN	BUNKER ETAL	\$79,000.00	\$0.00	\$79,000.00
21-171-2	28.38 1038 ERIE RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-171-3	19.57 REAR ERIE RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-170	70.63 900 BLOCK S HURON RD	SELCO SERVICE CORP	\$0.00	\$0.00	\$0.00
21-170-1	2.72 911 S HURON RD	PIONEER CREDIT UNION	\$279,800.00	\$0.00	\$279,800.00
21-188	1.00 962 S NORTHVIEW RD	SHANNON	\$40,000.00	\$133,900.00	\$173,900.00
21-195-2	5.45 720 BLOCK GRANDVIEW RD	PIERQUET ROSELLA REV. TRUST	\$56,900.00	\$1,400.00	\$58,300.00
21-169-2	4.07 723 S HURON RD	EASTERN HORIZONS LLC	\$60,700.00	\$0.00	\$60,700.00
21-22-1	2.35 3700 BLOCK FINGER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-188-4	4.74 926 S NORTHVIEW RD	STROJNY	\$59,100.00	\$117,900.00	\$177,000.00
21-197	14.26 800 BLOCK ERIE RD	RUECKL ETAL	\$2,400.00	\$0.00	\$2,400.00
21-190	28.67 FINGER RD	RENTMEESTER	\$4,900.00	\$0.00	\$4,900.00
21-147	8.82 KEPLER DR	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-167	22.09 3400 BLOCK FINGER RD	G & H PROPERTIES LLP	\$3,700.00	\$0.00	\$3,700.00
21-189	9.56 3714 FINGER RD	RENTMEESTER MARVIN & MYRTLE REV. TRUST	\$1,900.00	\$0.00	\$1,900.00
21-188-1	0.85 3806 FINGER RD	KARNOPP	\$34,000.00	\$84,700.00	\$118,700.00
21-188-3	0.85 3818 FINGER RD	DEGRAVE	\$30,600.00	\$93,000.00	\$123,600.00
21-195-1	1.24 3672 FINGER RD	DAVISTER	\$52,900.00	\$86,500.00	\$139,400.00
21-188-5	2.44 3864 FINGER RD	GRAY ETAL	\$47,200.00	\$107,100.00	\$154,300.00
21-188-6	26.86 750 S NORTHVIEW RD	DEGREEF DOLORES R REV. TRUST	\$50,600.00	\$75,000.00	\$125,600.00
21-188-2	1.53 3890 FINGER RD	PHILLIPS	\$42,700.00	\$69,600.00	\$122,900.00
21-195	30.42 FINGER RD	PIERQUET FAMILY LTD PARTNERSHIP ETAL	\$5,900.00	\$0.00	\$5,900.00
21-197-5	4.04 3500 BLOCK FINGER RD	RUECKL	\$700.00	\$0.00	\$700.00

TID No. 12 Parcel Assessed Values Cont.

PARCEL ID	LOCATION	OWNER	LAND VALUE IMPROVEMENTS		TOTAL VALUE
21-169	19.72 3500 BLOCK FINGER RD	IMMEL BROTHERS PARTNERSHIP	\$3,300.00	\$0.00	\$3,300.00
21-169-1	0.93 3314 FINGER RD	PIONEER CREDIT UNION	\$41,300.00	\$153,800.00	\$195,100.00
21-147-1	0.89 2895 E MASON ST	JEHOVAHS WITNESSES CONGREGATION G B EAST INC	\$0.00	\$0.00	\$0.00
21-44-1	0.52 3319 FINGER RD	BUNKER	\$54,300.00	\$49,600.00	\$103,900.00
21-43	0.61 3315 FINGER RD	BUNKER	\$61,800.00	\$0.00	\$61,800.00
21-24	18.70 3731 FINGER RD	RENTMEESTER MARVIN & MYRTLE REVOCABLE TRUST	\$3,200.00	\$0.00	\$3,200.00
21-22	23.40 3731 FINGER RD	N & E REVOCABLE TRUST	\$53,500.00	\$68,600.00	\$122,100.00
21-44	26.15 FINGER RD	GREEN BAY CITY OF	-\$100.00	\$0.00	-\$100.00
21-172-1	2.41 3200 BLOCK FINGER RD	GREEN BAY CITY OF	\$0.00	\$0.00	\$0.00
21-172	2.00 3266 FINGER RD	ADVANTAGE CREDIT UNION	\$259,200.00	\$0.00	\$259,200.00
21-172-2	24.53 3200 BLOCK FINGER RD	SUNRISE DEV LLC	\$3,900.00	\$0.00	\$3,900.00
21-39-2	1.99 FINGER RD	TERRACE LAKE VIEW LLC	\$273,400.00	\$244,400.00	\$517,800.00
21-39	5.25 3275 FINGER RD	TERRACE LAKE DEVELOPMENT LLC	\$583,100.00	\$600.00	\$583,700.00
	937.45		\$8,053,100.00	\$114,521,000.00	\$122,584,700.00

Projected TID 12 Tax Revenues for Primary Projects

Year	Value Date	District Valuation	Construction Increment	TID RATE	Tax Revenue	Anticipated Bond Amount	Est. Bond Payment	Cap Interest/ Begin Bal	Other Revenues	Balance
1	2005			\$22.50	\$0					
2	2006		30,000,000	\$22.05	\$0	\$7,000,000	\$200,000	\$1,000,000		\$800,000
3	2007	\$30,000,000	43,800,000	\$21.61	\$0		\$600,000	\$800,000	\$24,000	\$224,000
4	2008	\$74,700,000	3,000,000	\$21.18	\$648,270	\$4,000,000	\$695,000	\$224,000	\$6,720	\$183,990
5	2009	\$79,941,000		\$20.75	\$1,614,192		\$935,000	\$183,990	\$5,520	\$868,702
6	2010	\$82,339,230		\$20.34	\$1,692,896	\$4,000,000	\$1,045,000	\$868,702	\$26,061	\$1,542,659
7	2011	\$84,809,407		\$19.93	\$1,708,809		\$1,285,000	\$1,542,659	\$46,280	\$2,012,748
8	2012	\$87,353,689		\$19.53	\$1,724,872		\$1,285,000	\$2,012,748	\$60,382	\$2,513,003
9	2013	\$89,974,300		\$19.14	\$1,741,086		\$1,285,000	\$2,513,003	\$75,390	\$3,044,479
10	2014	\$92,673,529		\$18.76	\$1,757,452		\$1,285,000	\$3,044,479	\$91,334	\$3,608,266
11	2015	\$95,453,735		\$18.38	\$1,773,972		\$1,285,000	\$3,608,266	\$108,248	\$4,205,486
12	2016	\$98,317,347		\$18.02	\$1,790,648		\$1,285,000	\$4,205,486	\$126,165	\$4,837,298
13	2017	\$101,266,867		\$17.66	\$1,807,480		\$1,285,000	\$4,837,298	\$145,119	\$5,504,897
14	2018	\$104,304,873		\$17.30	\$1,824,470		\$1,285,000	\$5,504,897	\$165,147	\$6,209,514
15	2019	\$107,434,019		\$16.96	\$1,841,620		\$1,285,000	\$6,209,514	\$186,285	\$6,952,419
16	2020	\$110,657,040		\$16.62	\$1,858,931		\$1,285,000	\$6,952,419	\$208,573	\$7,734,923
17	2021	\$113,976,751		\$16.29	\$1,876,405		\$1,285,000	\$7,734,923	\$232,048	\$8,558,376
18	2022	\$117,396,054		\$15.96	\$1,894,043		\$1,285,000	\$8,558,376	\$256,751	\$9,424,170
19	2023	\$120,917,935		\$15.64	\$1,911,847		\$1,285,000	\$9,424,170	\$282,725	\$10,333,743
20	2024	\$124,545,473		\$15.33	\$1,929,819		\$1,285,000	\$10,333,743	\$310,012	\$11,288,574
21	2025	\$128,281,837		\$15.02	\$1,947,959		\$1,285,000	\$11,288,574	\$338,657	\$12,290,190
22	2026	\$132,130,293		\$14.72	\$1,966,270		\$1,285,000	\$12,290,190		\$12,971,460
23	2027	\$136,094,201		\$14.43	\$1,984,753		\$1,285,000	\$12,971,460		\$13,671,213
24	2028	\$140,177,027		\$14.14	\$2,003,410		\$1,285,000	\$13,671,213		\$14,389,623



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

March 11, 2025

PREPARED BY

Joanne Bungert, City Attorney, Matthew
Buchanan, Staff

AGENDA ITEM # F.3

Consideration with possible action on the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

The City and RDA entered into Development Agreement 17-02 with DDL Holdings, LLC ("Developer"), in 2017, for redevelopment of the northern portion of the Rail Yard. The development site included approximately 15.78 acres of land located in the vicinity of 420 and 520 N. Broadway. The development proposal included the rehabilitation and reuse of existing warehouse buildings, as well as new construction on undeveloped areas of the property. Specifically, existing warehouses were planned to be converted into office, commercial, and/or residential uses. Additionally, 20 new residential, owner-occupied, multi-story condominiums and/or townhomes were also planned. The project scope also included construction of public improvements necessary to service the redevelopment. Since the approval of the original development agreement, the developer has completed a significant amount of the proposed improvements and additional developments have come to fruition on what once was the Rail Yard mother parcel subject to Development Agreement 17-02..

The Developer requests an amendment to Development Agreement 17-02 to modify the scope and timeline of the project to reflect the current needs and prospects of the Rail Yard Development driven by economic, real estate and construction market factors. The changes include:

1. Reduction of housing units from twenty (20) owner-occupied, multi-story, residential units to eight (8) residential condominiums or townhomes
2. Reduction from twenty (20) owner-occupied residential units as part of a future project to fourteen (14) residential condominiums, townhomes or single-family units.
3. The final guaranteed minimum value remains the same at \$16,072,000.00; however, the deadline is shifting from January 1, 2024, to January 1, 2027.

The amendment also clarifies the calculations of PAYGo disbursements to be evaluated on an annual basis, not taking into account any surpluses or deficits from previous years and creates a carve out for a reduction to the original base value of the property for the additional developments that came online, subject to separate development agreements, but located on the Rail Yard mother parcel. Furthermore, updates to the remaining projects to be completed as Public Improvements are included as well.

Additionally, the amendment includes a provision for a payment in lieu of tax (PILOT) in the event that the guaranteed minimum assessed values are not reached in a given year. In such event, the developer will make an additional payment in an amount sufficient to meet the anticipated tax amount that would have been generated by the applicable guaranteed assessed value for that tax year.

Lastly, clarifications are made with respect to Future Project Grants. The concept of Future Project Grants was included in the original agreement, but was not fully developed. Following the execution of Development Agreement 17-02, there were continued discussions between staff and the Developer to further clarify the intention of the Future Project Grants and how they were to be realized. These discussions were never formalized into an amendment to the development agreement until now.

The intention for the Future Project Grants was to incentivize the developer, either through their own efforts or through agreements with other third-party developers, to create future and additional development projects for the Rail Yard site, by providing TIF incentive by way of a grant of funds, generated by cumulatively exceeding the guaranteed minimum values for all projects located at the site. If the cumulative assessed values exceed the guaranteed minimums by \$1,000,000.00, then the Developer would be eligible to receive \$100,000.00 in grant incentive.

The completed projects are generating value at the site and projections indicate that meeting the guaranteed valuations is possible. However, these amendments will be necessary for the developer to continue with the project.

RECOMMENDATION

Approval of the first amendment to Development Agreement 17-02: Rail Yard North, with DDL Holdings, LLC.

FISCAL IMPACT

To be discussed at the meeting.

ATTACHMENTS

1. IST Amendment to Development Agreement-Railyard North (3-7-25) FINAL RDA
2. Railyard DA 17-02 - Redline for Amendment-030725

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 17-02
RAILYARD: NORTH

This First Amendment to Development Agreement 17-02 (“First Amendment”) is made
this ____ day of March, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”),
and DDL HOLDINGS, LLC, a Wisconsin limited liability company (“Developer”)
(collectively the City, RDA and Developer are referred to herein as the “Parties”).

RECITALS

WHEREAS, the Developer RDA and the City are parties to Development Agreement 17-02, dated August 16, 2017, (“Agreement”) to acquire and develop property located at 420 N. Broadway (formerly Tax Parcel 5-1756 and now known as Tax Parcels 5-1768, 5-1769, 5-1770, 5-1771, 5-1772, 5-1773, 5-1774, 5-1779, 5-1780, 5-1781, 5-1782, 5-1783, 5-1784, 5-1785, 5-1786) and 520 N. Broadway (formerly Tax Parcel 5-1757 and now known as Tax Parcels 5-1757 and 5-1757-1) (collectively, the “Property”) to create and construct a high-quality, high-density, mixed-use development (the “ Proposed Project”); and

WHEREAS, the Parties now desire to amend the Agreement to provide for changes to the scope and time of the Proposed Project and to clarify additional provisions with respect to the parties obligations and certain financial incentives as set forth herein.

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

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

- A. In Section D.3. of the Recitals, delete the entire subsection and replace with:
 - 3. Construct eight (8) new residential condominiums and/or townhome units along the eastern Property line; and
- B. In Section D.4. of the Recitals, delete the entire subsection and replace with the following:
 - 4. Construct all Public Improvements (as defined below)

necessary to service the foregoing buildings and improvements. The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer, or any successor developer or third party under any Development Agreement, whether previously entered into or entered into in the future, shall construct an additional fourteen (14) residential condominiums, townhomes, or single family units on the Property prior to January 1, 2029 as part of a Future Project.

C. In Article II. Section D. delete the entire section and replace with the following:

D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be three million, nine hundred and ninety-four thousand, and one hundred dollars (\$3,994,100.00), which such aggregate assessed value shall be reduced upon the issuance of a certificate of occupancy related to any Development Agreements entered into between the RDA and or City with any third party (whether or not Developer is a party to any such Development Agreements) with respect to the Property (or any portion thereof) and/or any real estate located in the Rail Yard District north of Kellogg Street whether now existing or in the future, and such reduction shall be equal to the amount of the aggregate assessed value, which may otherwise be defined or described as the Base Value, related to the Property (or any portion thereof) and/or any real estate located in the Railyard District north of Kellogg street as set forth in the aforementioned Development Agreements.

D. In Article II. Section H. delete the entire section and replace with the following:

H. "Future Project" means any Private Improvements located on the Property, which are constructed at any time after the date of Development Agreement 17-02, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in a collective increase of the total aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million Seventy-two Thousand Dollars (\$16,072,000.00) for the Project (as defined in Development Agreement 17-02). Each such Private Improvement that results in the guaranteed aggregate assessed value of the Property exceeding Sixteen Million Seventy-two Thousand

Dollars (\$16,072,000.00) on a cumulative basis shall qualify as a Future Project. For clarification purposes, (i) any future modifications to or renovation of Building “T” to accommodate, support or supplement development of Tax Parcel 5-1771 (or any part thereof) and (ii) any development of the vacant land located on Tax Parcel 5-1757, shall not be deemed part of the Project and shall be deemed a Future Project hereunder.

E. In Article II. Section M. add new subsections 7. and 8. as follows:

7. any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management and consulting fees, incurred by Developer in connection with any of the foregoing; and

8. any and all interest expense incurred by Developer related to the financing of any of the foregoing.

F. In Article II., add the following as new Section O:

O. “Remaining Public Improvements” means (i) the following infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, and which remain to be completed as of the date hereof: (1.) remaining sidewalk, and concrete terraced, tree pits along Kellogg Street, Bond Street, and Donald Driver Way, (2.) roadway stripping that is not currently in place and (3.) planting of trees along Kellogg Street, Bond Street and Donald Driver Way pursuant to the landscape plans and tree pit plans in accordance with and as depicted in Exhibit D attached hereto, (ii) any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and (iii) any and all interest expense incurred by Developer related to the financing of any of the foregoing. The parties agree that the term “Remaining Public Improvements” and the term “Public Improvements” shall not include the installation of light pole no. twelve (12), which shall be the sole responsibility of the City once the existing overhead powerline has been removed (note the light pole and components were previously paid for by Developer and delivered to the City).

G. Attached hereto as **Schedule I** is a copy of Exhibit D to be incorporated

as part of the Agreement by attachment hereto and reference herein.

H. In Article II, former Sections O, P, Q, R, S and T shall be re-lettered as sections P, Q, R, S, T and U respectively.

I. In Article II. Section S. (formerly Q.), delete the entire section and replace with the following:

S. "TID" means Tax Increment District No. Fourteen (14) 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 14 in 2006; TID 14 terminates in 2036.

J. In Article III. Section B.I.b), delete the entire subsection (b) and replace with the following:

b) The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The parties agree that EXHIBIT C shall be modified to include the annual cost of debt service, if any, related to future Project Grants awarded to Developer subsequent to _____, 2025¹ pursuant to the terms of this Agreement. City, RDA and Developer agree that any negative Increment Balance (as defined below), which may have resulted from the Tax Increment for any particular year being less than the amount required to pay the debt service reflected in columns "A" and "B" on EXHIBIT C for such year, shall not be considered when calculating any PAYGo Reimbursement payments for any future year. It being the parties' intentions that the calculation of each annual PAYGo Reimbursement payment shall be determined separately, and on a non-cumulative basis, from each other year, whereby any prior year's deficit or surplus shall not be taken into consideration when determining the PAYGo Reimbursement payment for the year at issue. The term "Increment Balance" shall mean the Tax Increment for any particular year less the annual debt service for such year as identified on EXHIBIT C. City, RDA and Developer agree that columns "C" and "D" on EXHIBIT C are for illustrative purposes only and shall not be utilized in determination of any PAYGo Reimbursement payment to Developer under this Agreement. The debt service referenced in columns "C" and "D" on EXHIBIT C are addressed under the Development Agreement 19-01 Broadway Lofts @ The Rail Yard, dated January 16, 2019, and the Development Agreement 21-07 TWG 2 @ The Rail Yard, dated August 30, 2022,

¹ [NTD: Date of this Amendment.]

respectively (collectively, the “TWG Development Agreements”), and all such debt service shall be paid pursuant to the aforementioned TWG Development Agreements.

K. In Article III. Section B.1.c), delete the entire subsection c) and replace with the following:

- c) In order for the City to cover the costs of debt service associated with such Project Grant, the Developer guarantees that the Property shall have a minimum aggregate assessed value of:
 - i. Eight million dollars (\$8,000,000.00) by January 1, 2023;
 - ii. Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, 2024;
 - iii. Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, 2025;
 - iv. Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, 2026; and
 - v. Sixteen million seventy-two thousand dollars (\$16,072,000.00) by January 1, 2027, and for each January 1 through termination of the TID.

L. In Article III. Section B.2. delete the entire subsection and replace with the following:

2. Future Project Grant. The City will provide additional TIF Incentives in the form of Future Project Grants to Developer in the event that guaranteed minimum assessed values are exceeded on or before January 1, 2029. For avoidance of doubt, it is the parties’ intention that the purpose of providing TIF Incentives in the form of Future Project Grants is to provide a TIF Incentive for repayment of Qualified Expenditures, whereby if the aggregate assessed value of the Property exceeds the Cumulative Guaranteed Minimum (as defined below), whether due to a Future Project or due to the market appreciation in value of the Property, then a Future Project Grant may be requested in accordance with the following terms:

- a) Developer may request a Future Project Grant in an amount equal to one-hundred thousand dollars (\$100,000.00) per each one-million dollars (\$1,000,000.00) of aggregate assessed value of the Property on or before January 1, 2029, above the then applicable guaranteed aggregate minimum assessed value amounts

("Cumulative Guaranteed Minimum") set forth in this Agreement in Article III. Section B.1.c. AND in any Development Agreements entered in to by and between the City, RDA, Developer and any third party with respect to any portion of the Property (collectively, "Related Development Agreements"). For clarification purposes, Developer has the right to submit an annual request for a Future Project Grant for an increase in the aggregate assessed value of the Property that occurs on or before January 1, 2029, above the then applicable Cumulative Guaranteed Minimum values set forth in this Agreement and or any Related Development Agreements cumulatively for both existing projects and Future Projects. For example purposes only, assuming the applicable Cumulative Guaranteed Minimum values set forth in this Agreement and Related Development Agreements on or before January 1, 2027 totals \$44,572,000.00 for that applicable tax year of 2027, then, if the aggregate assessed values for the Property subject to this Agreement and Related Development Agreements in total equals less than the then applicable Cumulative Guaranteed Minimum, Developer shall not be eligible to receive a Future Project Grant; similarly if the aggregate assessed values for the Property in total exceeds the then applicable Cumulative Guaranteed Minimum, a Future Project Grant shall be available to the Developer by request in an amount of \$100,000.00 for every \$1,000,000 in assessed value above the then applicable Cumulative Guaranteed Minimum (e.g., Future Project Grant of \$100,000.00 if the aggregate assessed values for the Property is \$45,572,000.00 on or before January 1, 2027).

- b) Future Project Grants awarded under this section may be requested by Developer from the RDA and City on an annual basis commencing with the 2026 tax year, payable in 2027, and ending on December 31, 2029, payable in 2030.
- c) Each Future Project Grant must be for purposes of paying certain Qualified Expenditures as referenced below. As part of the request for a Future Project Grant, the Developer shall provide to the RDA and City written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures. Within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Future Project Grant necessary to pay such Qualified Expenditures; provided, however, that any such disbursement shall be conditioned upon the real estate taxes for the Property(ies) for the year of such request being paid in full.
- d) For purposes of this Section B.2., the assessed value for the Property(ies) subject to this Agreement and any Related

Development Agreements shall be the assessed value reflected on the most current real estate tax records for such Property(ies).

M. In Article III. Section B.3., delete the entire subsection and replace with the following:

3. Qualified Expenditures. Project Grant(s) shall be disbursed to fund:

- a) Public Improvements, as defined in Article II. Section M., all Remaining Public Improvements, as defined in Article II. Section O., and environmental remediation and asbestos abatement as required by State and Federal law;
- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and any and all interest expense incurred by Developer related to the financing of any of the foregoing; and
- c) Any other activity specifically approved by the RDA.

The parties acknowledge and agree that all Public Improvements have been completed except for the Remaining Public Improvements and that disbursements of Project Grants shall be made to fund any and all Qualified Expenditures set forth above.

N. In Article III. Section B.4.d.), delete the entire subsection d) and replace with the following:

- d) Developer shall not be entitled to any Available Tax Increment unless the City's annual debt service obligations for this Project and each Project Grant are met for that particular year. Should the annual debt service payment not consume all of the Available Tax Increment, the remaining Available Tax Increment shall be known as "TIF Increment" and be

distributed to Developer in the following priority:

1. Future Project Grants if requested and applicable pursuant to the requirements set forth Article III. Section B.2.
2. Once a Future Project Grant has been issued, or if none are requested, the City shall pay fifty percent (50%) of the TIF Increment to the Developer ("PAYGO Reimbursement").

O. In Article III. Section B.4.e), delete the entire subsection e) and replace with the following:

- e) PAYGo Reimbursement payments will be payable to Developer through the date of termination of the TID and shall be paid in the year following the year of the Available Tax Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.

P. In Article III. Section B.4., create a new section "f)." with the following language:

- f). Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.1.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, and with respect to the Guaranteed Minimum amount and applicable tax year set forth in Article III Section B.1.c), then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by

Developer as assessed for the Property for that applicable tax year (the "Payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year by an invoice issued by the City of Green Bay.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and/or Property in the amount of the difference between the actual TIF Incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment, the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project and/or the Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum.

The covenants contained in this Section shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project and/or the Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and/or the Property.

Notwithstanding anything in this Section to the contrary, Developer and or any successor or assignee thereof shall only be liable to make any Payment in Lieu for only that part of the Project and/or Property then owned by the Developer and or any successor or assignee thereof.

Q. In Article IV. Section L., delete the entire section and replace with the following:

L. 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 March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

Q. In Article VIII. Section B., create a new subsection 8. with the following language:

8. Withholding of TIF Payment. If at any time the City determines that the Developer's obligations defined in this Agreement are not being met to the City's reasonable satisfaction, the City may withhold annual TIF payments and or Project Grants until the City reasonably determines those obligations are met .

R. In Article X. Section I., delete the notice information for the Developer and replace with the following:

To the Developer: DDL HOLDINGS, LLC
Attention: Paul B. Belschner and
John F. Kress
340 North Broadway, Suite 460
Green Bay, WI 54303

S. In Article X., add the following new section T.:

T. Due Authority. Prior to execution of this First Amendment, Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions with respect to the Developer.

T. Exhibit C. Exhibit C to the Agreement shall be replaced with the Exhibit C attached to this First Amendment as **Schedule 2.**

2. **Remaining Terms and Conditions.** The Parties hereby acknowledge and agree that, as of the date hereof, the Agreement is in full force and effect, and that except as amended as set forth herein, all terms and conditions of the

Agreement shall remain unchanged and the Agreement, as amended by this First Amendment, shall remain in full force and effect.

3. **Governing Law.** The laws of the State of Wisconsin shall govern this First Amendment.
4. **Counterparts/Electronic Signatures.** This First Amendment may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this First Amendment 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.

* _____
Notary Public, Brown County, Wisconsin
My Commission Expires _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named John F. Kress, on behalf of DDL Holdings, LLC. a Wisconsin Limited Liability Company to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, Brown County, Wisconsin
My Commission Expires _____

THE CITY OF GREEN BAY

By: Eric Genrich, Mayor

By: Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

[illegible]

Personally came before me this _____ day of _____ 2025, the above named Eric Genrich and Celestine Jeffreys, with signature authority for the City of Green Bay, a Wisconsin Municipal Authority, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, Brown County, Wisconsin
My Commission Expires _____

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

By: _____
Gary J. Delveaux, Chair

By: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

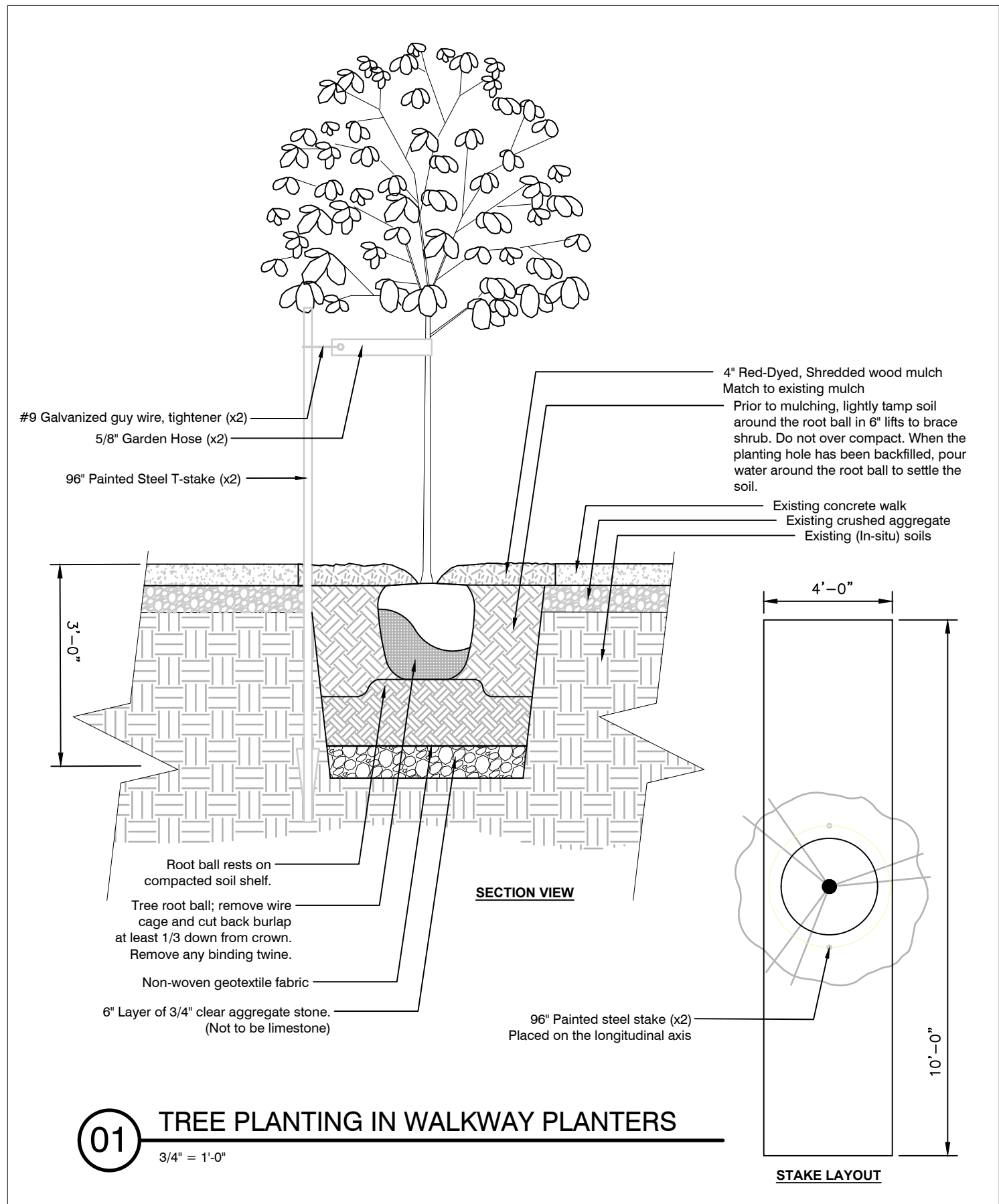
Personally came before me this _____ day of _____ 2025, the above named Gary J. Delveaux and Cheryl Renier-Wigg, with signature authority for the Redevelopment Authority of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, Brown County, Wisconsin

My Commission Expires _____

SCHEDULE I
Exhibit D – Landscape Plans

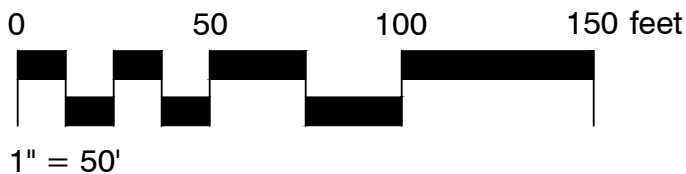
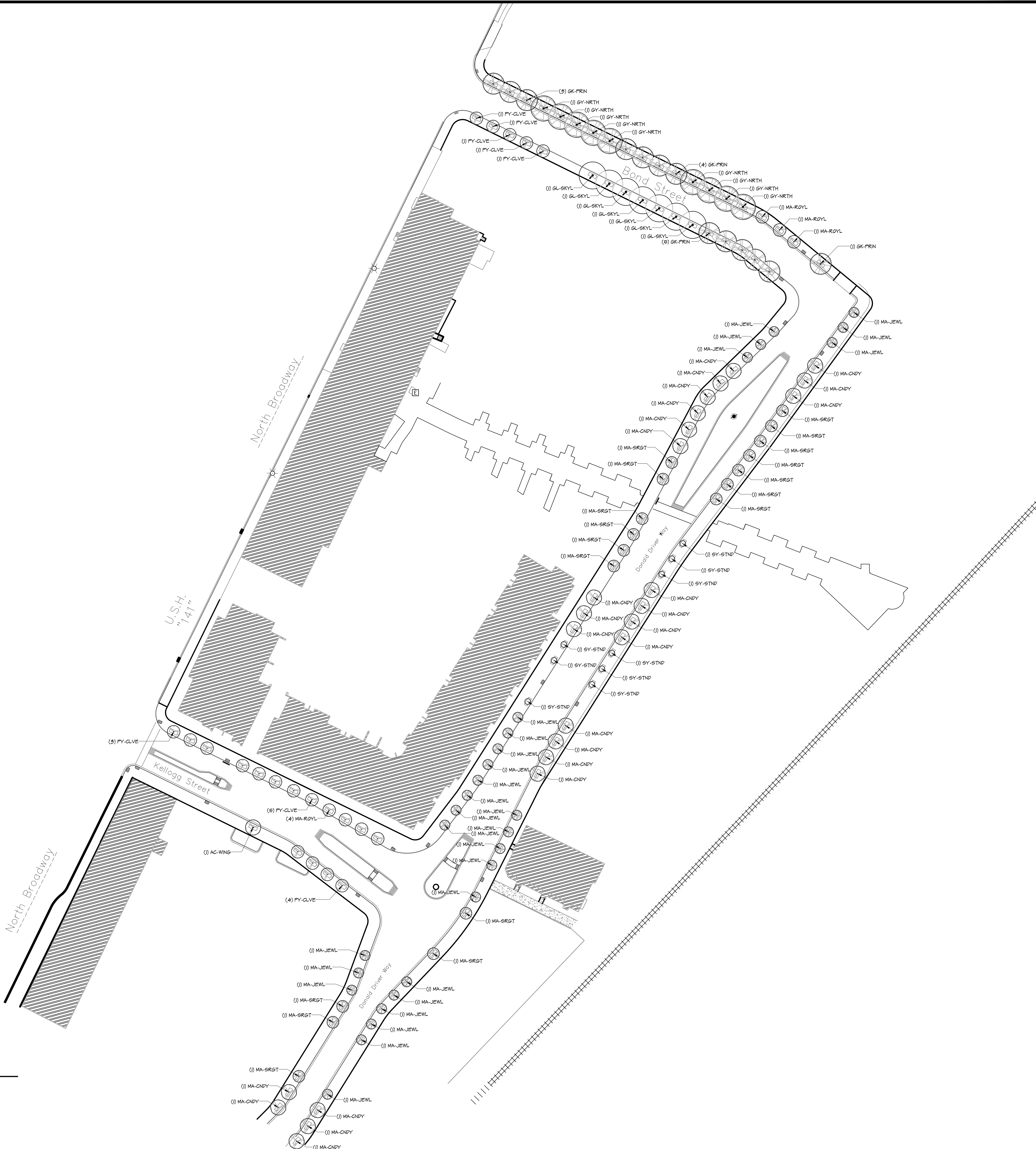


SOIL FOR TREE PLANTERS

PARAMETER	UNIT	SIEVE	LOWER LIMIT	UPPER LIMIT
Clay/Silt (<0.05 mm)	%	#200	20	45
Sand (0.05-2.00 mm)	%	#100 - #10	55	80
Stones (2-20 mm)	%	#4	0	20
Stones (20-50 mm)	%		0	10
Stones (>50 mm)	%		0	0
pH Value	Unit		5.5	7.5 (or as high as 8.5 for pH tolerant plants)
Organic Matter	%DW		2.5	5

PLANT SCHEDULE STREETTREES

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	ZONE	MAX. HT.
AC-WING	1	Acer tataricum 'GarAnn'	Hot Wings Tatarian Maple	1.75" Cal.	B&B	Zone 3	25'
GK-PRIN	13	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	1.75" Cal.	B&B	Zone 4	40'
GL-SKYL	7	Gleditsia triacanthos 'Skyline'	Skyline Honey Locust	2.00" Cal.	B&B	Zone 3	60'
GY-NRTH	9	Gymnocladus dioica 'UMNSynergy'	True North Kentucky Coffeetree	1.75" Cal.	B&B	Zone 4	35'
MA-SRGT	18	Malus sargentii	Sargent Crabapple	2.00" Cal.	B&B	Zone 4	8'
MA-CNDY	25	Malus x 'Candy mint'	Candy mint Crabapple	2.00" Cal.	B&B	Zone 4	14'
MA-JEWL	28	Malus x 'Jewelcole'	Red Jewel Crabapple	2.00" Cal.	B&B	Zone 4	18'
MA-ROYL	7	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	2.00" Cal.	B&B	Zone 4	20'
PY-CLVE	17	Pyrus calleryana 'Glen's Form'	Cleveland Select/Chanticleer Pear	2.00" Cal.	B&B	Zone 5	35'
SY-STND	9	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	#15	Pot	Zone 4	8'



Site plan and building design and location are based on pre-existing data. JKL&A, LLC does not guarantee accuracy or assume responsibility for any inaccuracies resulting from pre-existing data. Client is urged to have a site survey and topographic plan completed prior to any major site work, grading, or landscape design installation. Use of this plan for any purpose other than intended use may result in undesired results. Consult our office prior to any plan modifications and/or if unique site conditions or errors are discovered.

This drawing and the information contained herein are the intellectual property of JKL&A, LLC. Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. Copyright may be purchased in accordance with the corporate bylaws. Clients may use this plan and all information contained herein in accordance with their written design contract. Written dimensions on this plan shall have precedent over scaled dimensions.

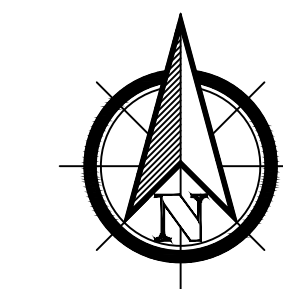
LANDSCAPE ARCHITECTURE
LAND USE PLANNING
PROJECT MANAGEMENT
SUSTAINABLE SOLUTIONS

office 920.662.4511
mobile 920.371.3428

DO NOT SCALE

© 2019
Jeremy J. Kox Landscape Architecture, LLC

ELMORE COMMONS PLAZA
Green Bay, Wisconsin 54303



REVISED:

- 04-AUG-2020 Update Plant Schedule
- 20-AUG-2020 Add New Plant Islands
- 06-DEC-2020 Update Plant Schedule
- Update Details
- Remove 4 planters

DATE: 03-OCT-2020
PHONE NO.: 920.662.4511
EMAIL: emeladrees@elmore.com
SCALE: 1" = 50'-0"
DRAWN BY: Jeremy J. Kox, PLA
SHEET TITLE: The RAILYARD Street Tree Plan
SHEET NO.: L-006
DATE: 03-OCT-2020
FILE NO.: 010-00110

SCHEDULE 2

Exhibit C – Annual Costs of Debt Service for Project Grants

Exhibit C - Annual Costs of Debt Service for Project Grants

Parcels 5-1756 & 5-1757, 15.777 acres and \$3,944,100 Base value

Development agreement		Guaranteed	Project grants dollars paid	1-1-2023 Assessed values	1-1-2023	Date to reach guarantee
		minimum assessment			Assessed value shortfall	
#17-02	Railyard	16,072,000	2,100,000	9,076,500	6,995,500	1/1/2027
#19-01	Lofts	7,500,000	750,000	7,844,300	(344,300)	2/28/2020
#21-07	Fort	21,000,000	2,100,000	1,319,100	19,680,900	12/1/2024
TOTAL ASSESSED		44,572,000	4,950,000	18,239,900	26,332,100	

New Project grant earned schedule:

Minimum assessed	44,572,000	4,950,000	44,572,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
Future projects		100,000	1,000,000
TOTAL ASSESSED	44,572,000	5,450,000	49,572,000

		A	B	C	D	E
		Infrastructure	17-02	19-01	21-07	TOTAL
DEBT SERVICE		\$1,250,000	\$850,000	\$750,000	\$2,100,000	\$4,950,000
	2016	95,806				95,806
	2017	95,806				95,806
	2018	95,806	64,500			160,306
	2019	95,806	64,500			160,306
	2020	95,806	64,500	65,042		225,348
	2021	95,806	64,500	65,042	190,024	415,372
	2022	95,806	64,500	65,042	190,024	415,372
	2023	95,806	64,500	65,042	190,024	415,372
	2024	95,806	64,500	65,042	190,024	415,372
	2025	95,806	64,500	65,042	190,024	415,372
	2026	95,806	64,500	65,042	190,024	415,372
	2027	95,806	64,500	65,042	190,024	415,372
	2028	95,806	64,500	65,042	190,024	415,372
	2029	95,806	64,500	65,042	190,024	415,372
	2030	95,806	64,500	65,042	190,024	415,372
	2031	95,806	64,500	65,042	190,024	415,372
	2032	95,806	64,500	65,042	190,024	415,372
	2033	95,806	64,500	65,042	190,024	415,372
TOTAL		1,724,508	1,032,000	910,588	2,470,312	6,137,408



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 17-02
RAILYARD: NORTH

This Development Agreement is made this _____ day of _____, 2017,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and DDL HOLDINGS, 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
5-1756	420 N BROADWAY	14.553
5-1757	520 N BROADWAY	1.224

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately 15.777 acres of land. A legal description of the Property is herein attached as EXHIBIT A.
- C. Developer shall purchase the Property from the RDA for two million six hundred thousand dollars (\$2,600,000.00).
- D. Developer desires to create a high-quality, high-density, mixed-use development on the Property. At present, Developer intends to complete a project that involves the following components (the "Project"):
1. Rehabilitate "Building R", the vacant, historical three (3)-story warehouse of approximately fifty-seven thousand six hundred (57,600) square feet into office and commercial space;
 2. Rehabilitate "Building T", the vacant, historical three (3)-story warehouse of approximately forty-three thousand two hundred (43,200) square feet into office, commercial, and/or residential space;
 3. Construct ~~twenty (20)~~ eight (8) new residential, ~~owner-occupied, multi-story~~ condominium and/or townhome units along the eastern Property line; and
 4. Construct all Public Improvements (as defined below) necessary to service the foregoing buildings and improvements.

The proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B. The Developer, ~~or any successor developer or third party under any Development Agreement, whether previously entered into or entered into in the~~

Formatted: Indent: Left: 0.75"

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

future, shall construct an additional ~~twenty (20)-fourteen (14) owner-occupied residential condominiums, townhomes or single-family~~ units on the Property prior to January 1, ~~2029~~ 2026 as part of a Future Project.

- E. As of January 1, 2016, the Property has an aggregate assessed value of \$0.00, because it is owned by the RDA, which is exempt from real estate taxes. For the purposes of this Agreement, the Base Value of the Property shall be three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which based on the assessed tax rates in effect as of January 1, 2016, the Property would have yielded approximately:
1. \$89,847.55 in total real estate taxes annually (assessed mill rate of \$22.49);
 2. \$75,776.40 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 3. \$35,355.75 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be sixteen million, seventy-two thousand dollars (\$16,072,000.00) which is anticipated to yield approximately:
1. \$361,459.28 in total real estate taxes annually (assessed mill rate of \$22.49);
 2. \$358,727.04 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 3. \$142,237.20 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- 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.
- G. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District No. Fourteen (14) (the "TID"), which will provide part of the financing for certain costs of the Project.
- H. 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; construction of building foundations; underground parking; parking lot construction; storm water management facilities; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- I. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- J. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, 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 three million, nine hundred and ninety four thousand, and one hundred dollars (\$3,994,100.00), which such aggregate assessed value shall be reduced upon the issuance of a certificate of occupancy related to any Development Agreements entered into between the City and or RDA and with any third party (whether or not Developer is a party to any such Development Agreements) with respect to the Property (or any portion thereof) and/or any real estate located in the Rail Yard District north of Kellogg Street whether now existing or in the future, and such reduction shall be equal to the amount of the aggregate assessed value, which may otherwise be defined or described as the Base Value, related to the Property (or any portion thereof) and/or any real estate located in the Railyard District north of Kellogg street as set forth in the aforementioned Development Agreements.

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

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

~~F.G.~~ "Developer" means DDL HOLDINGS, LLC, or any assignee of the same.

~~G.H.~~ "Future Project" means any Private Improvements located on the Property, that will be which are constructed at any time after the date of the Development Agreement 17-02 in the future, which shall be limited to forms and uses stipulated in the Planned Unit Development ("PUD") for the Property, and which result in a ~~collective~~ total increase of the ~~total~~ aggregate assessed value of the Property over and above the guaranteed aggregate assessed value of Sixteen Million ~~Seventy Two Thousand~~ Dollars (\$16,07200,000.00) for the Project (as defined in ~~Development this~~ Agreement 17-02). Each such Private Improvement that results in the guaranteed aggregated assessed value of the Property exceeding Sixteen Million Seventy-two Thousand Dollars (\$16,072,000.00) on a cumulative basis shall qualify as a Future Project. For clarification purposes, (i) any future modifications to or renovation of building "T" to accommodate, support or supplement development of Tax Parcel 5-1771 (or any part thereof) and (ii) any development of the vacant land located on Tax parcel 5-1757, shall not be deemed part of the Project and shall be deemed a Future Project hereunder.

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

~~I.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.

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

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

L.M. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, or which affect or are otherwise necessary for construction of Public Improvements, 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.
7. any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing; and
- 6-8. any and all interest expense incurred by Developer related to the financing of any of the foregoing.

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

M.O. “Remaining Public Improvements” means (i) the following infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, and which remain to be completed as of the date hereof: (1.) remaining sidewalk, and concrete terraced, tree pits along Kellogg Street, Bond Street, and Donald Driver Way, (2.) roadway stripping that is not currently in place and (3.) planting of trees along Kellogg Street, Bond Street and Donald Driver Way pursuant to the landscape plans and tree pit plans in accordance with and as depicted in Exhibit D attached hereto, (ii) any and all professional fees, including without limitation, architect, engineering, surveying, property management, construction management, and consulting fees, incurred by Developer in connection with any of the foregoing, and (iii) any and all interest expense incurred by Developer related to the financing of any of the foregoing. The parties agree that the term “Remaining Public Improvements” and the term “Public Improvements” shall not include the installation of light pole no. twelve (12), which shall be the sole responsibility of the City once the existing overhead powerline has been removed (note the light pole and components were previously paid for by Developer and delivered to the City).

N.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.

O.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.

P.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.

~~Q.S.~~ "TID" means Tax Increment District No. Fourteen (14) 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 14 in 2006; TID 14 terminates in ~~2036~~2033.

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

~~S.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 composed of the following:

I. Project Grant. The City shall provide to Developer two million, one hundred thousand dollars (\$2,100,000.00) of TIF Incentive as a Project Grant upon Developer fulfilling all obligations identified in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement regarding the proposed Project.

a) Such Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

b) ~~The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The City shall provide Developer a schedule of the annual costs of debt service associated with such Project Grant, which is herein attached as EXHIBIT C. The parties agree that EXHIBIT C shall be modified to include the annual cost of debt service, if any, related to future Project Grants awarded to Developer subsequent to _____, 2025 pursuant to the terms of this Agreement. City, RDA and Developer agree that any negative Increment Balance (as defined below), which may have resulted from the Tax Increment for any particular year being less than the amount required to pay the debt service reflected in columns "A" and "B" on EXHIBIT C for such year, shall not be considered when calculating any PAYGo Reimbursement payments for any future year. It being the parties' intentions that the calculation of each annual PAYGo Reimbursement payment shall be determined separately, and on a non-cumulative basis, from each other year, whereby any prior year's deficit or surplus shall not be taken into consideration when determining the PAYGo Reimbursement payment for~~

the year at issue. The term "Increment Balance" shall mean the Tax Increment for any particular year less the annual debt service for such year as identified on EXHIBIT C. City, RDA and Developer agree that columns "C" and "D" on EXHIBIT C are for illustrative purposes only and shall not be utilized in determination of any PAYGo Reimbursement payment to Developer under this Agreement. The debt service referenced in columns "C" and "D" on EXHIBIT C are addressed under the Development Agreement 19-01 Broadway Lofts @ The Rail Yard, dated January 16, 2019, and the Development Agreement 21-07 TWG 2 @ The Rail Yard, dated August 30, 2022, respectively (collectively, the "TWG Development Agreements"), and all such debt service shall be paid pursuant to the aforementioned TWG Development Agreements

- c) In order for the City to cover the costs of debt service associated with such Project Grant, The Developer guarantees that the Property shall have a minimum aggregate assessed value of:

- (I) Eight million dollars (\$8,000,000.00) by January 1, ~~2023~~2020;
- (II) Ten million, six hundred thousand dollars (\$10,600,000.00) by January 1, ~~2024~~2021;
- (III) Twelve million, eight hundred thousand dollars (\$12,800,000.00) by January 1, ~~2025~~2022;
- (IV) Fourteen million, nine hundred thousand dollars (\$14,900,000.00) by January 1, ~~2026~~2023; and
- (V) Sixteen million dollars (\$16,000,000.00) by January 1, ~~2027~~2024, and for each January 1 through termination of the TID.

2. Future Project Grant. The City will provide additional TIF Incentives in the form of Future Project Grants to Developer in the event that guaranteed minimum assessed values are exceeded on or before January 1, 2029. For avoidance of doubt, it is the parties' intention that the purpose of providing TIF Incentives in the form of Future Project Grants is to provide a TIF Incentive for repayment of Qualified Expenditures, whereby if the aggregate assessed value of the Property exceeds the Cumulative Guaranteed Minimum (as defined below), whether due to a Future Project or due to the market appreciation in value of the Property, then a Future Project Grant may be requested in accordance with the following terms:

- a) Developer may request a Future Project Grant in an amount equal to one-hundred thousand dollars (\$100,000.00) per each one-million dollars (\$1,000,000.00) of aggregate assessed value of the Property on or before January 1, 2029, above the then applicable guaranteed aggregate minimum assessed value amounts ("Cumulative Guaranteed Minimum") set forth in this Agreement in Article III, Section B.I.c. AND in any Development Agreements entered in to by and between the City, RDA, Developer and any third party with respect to any portion of the Property (collectively, "Related Development Agreements"). For clarification purposes, Developer has the right to submit an annual request for a Future Project Grant for an increase in the aggregate assessed value of the Property that occurs on or before January 1, 2029, above the then applicable Cumulative Guaranteed Minimum values set forth in this Agreement and or any Related Development Agreements

Formatted: Underline

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted

cumulatively for both existing projects and Future Projects. For example purposes only, assuming the applicable Cumulative Guaranteed Minimum values set forth in this Agreement and Related Development Agreements on or before January 1, 2027 totals \$44,572,000.00 for that applicable tax year of 2027, then, if the aggregate assessed values for the Property subject to this Agreement and Related Development Agreements in total equals less than the then applicable Cumulative Guaranteed Minimum, Developer shall not be eligible to receive a Future Project Grant; similarly if the aggregate assessed values for the Property in total exceeds the then applicable Cumulative Guaranteed Minimum, a Future Project Grant shall be available to the Developer by request in an amount of \$100,000.00 for every \$1,000,000 in assessed value above the then applicable Cumulative Guaranteed Minimum (e.g., Future Project Grant of \$100,000.00 if the aggregate assessed values for the Property is \$45,572,000.00 on or before January 1, 2027).

b) Future Project Grants awarded under this section may be requested by Developer from the RDA and City on an annual basis commencing with the 2026 tax year, payable in 2027, and ending on December 31, 2029, payable in 2030.

c) Each Future Project Grant must be for purposes of paying certain Qualified Expenditures as referenced below. As part of the request for a Future Project Grant, the Developer shall provide to the RDA and City written evidence that Developer or any of its successors-in-interest of any part of the Property has incurred any such Qualified Expenditures. Within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Future Project Grant necessary to pay such Qualified Expenditures; provided, however, that any such disbursement shall be conditioned upon the real estate taxes for the Property(ies) for the year of such request being paid in full.

d) For purposes of this Section B.2., the assessed value for the Property(ies) subject to this Agreement and any Related Development Agreements shall be the assessed value reflected on the most current real estate tax records for such Property(ies).

(A)

2. Future Project Grants. The City will provide additional TIF Incentives as Future Project Grants to Developer in an amount equal to one hundred thousand dollars (\$100,000.00) per each one million dollars (\$1,000,000.00) of guaranteed aggregate assessed value for each Future Project, upon Developer, or any of its successors-in-interest of any part of the Property, fulfilling all obligations identified in in Sections IV.A., IV.B., IV.C., IV.E., IV.F., IV.G., IV.H., and IV.I. of this Agreement for each such Future Project.

a) Each Future Project Grant shall be for purposes of paying certain Qualified Expenditures as referenced below. Developer shall provide the RDA with written evidence that Developer or any of its successors in interest of any part of the Property has incurred any such Qualified Expenditures and within thirty (30) days of receipt of such aforementioned evidence, the City or the RDA shall disburse to Developer such portion of the Project Grant necessary to pay such Qualified Expenditures.

b) The City shall provide Developer a schedule of the annual costs of debt service associated with each Future Project Grant, which shall be herein attached as an additional EXHIBIT.

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted

~~e) In order for the City to cover the costs of debt service associated with each Future Project Grant, The Developer guarantees that each Future Project shall have a minimum aggregate assessed value of no less than one million dollars (\$1,000,000.00) per each one hundred thousand dollars (\$100,000.00) of Future Project Grant within eighteen (18) months of each Future Project Grant award, and in no case any later than January 1, 2026.~~

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

- a) Public Improvements, as defined in Article II, Section ~~II~~M., all Remaining Public Improvements, as defined in Article II, Section O. and environmental remediation and asbestos abatement as required by State and Federal law;
- b) Any and all demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; construction of building foundations; or underground parking; parking lot construction; any and all professional fees, including without limitation, architect, engineering, surveying, property management, and consulting fees, incurred by Developer in connection with any of the foregoing, and any and all interest expense incurred by Developer related to the financing of any of the foregoing; and provided, however, that no disbursements pursuant to this Section III.B.3.b. shall be made until substantial completion of the Public Improvements related to the Project in this Section III.B.3.a. are complete; or
- c) Any other activity specifically approved by the RDA.

4. 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) 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 not paid with the two million one hundred thousand dollar (\$2,100,000.00) Project Grant shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the "Incremental Property Value".
- ~~c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the "Available TIF Increment".~~
- ~~d) Developer shall not be entitled to any Available Tax Increment unless the City's annual debt service obligations for this Project and each Project Grant are met for that particular year. Should the annual debt service payment not consume all of the Available Tax Increment, the remaining Available Tax Increment shall be known as "TIF Increment" and be distributed to Developer in the following priority:~~

Formatted: Font: +Body (Gill Sans MT)

1. Future Project Grants if requested and applicable pursuant to the requirements set forth Article III. Section B.2.

2. Once a Future Project Grant has been issued, or if none are requested, the City shall pay fifty percent (50%) of the TIF Increment to the Developer ("PAYGO Reimbursement").

5. The City shall first use the Available Tax Increment to cover its annual debt service obligation for each Project Grant. Should the annual debt service payment not consume all of the Available Tax Increment, the City shall pay fifty percent (50%) of the remaining Available Tax Increment to the Developer ("PAYGo Reimbursement").

e) PAYGo Reimbursement payments will be payable to Developer through the date of termination of the TID and shall be paid in the year following the year of the Available Tax Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2018, the Available Tax Increment would be determined as of January 1, 2019 and the PAYGo Reimbursement would first be payable in 2020.

f) Guaranteed Minimum Payment; Payment in Lieu. Notwithstanding anything to the contrary herein, in the event that the aggregated assessed value as set forth in this Agreement shall fall below the amounts set forth in Article III section B.I.c) ("Guaranteed Minimum") for the applicable tax year related to each of the Guaranteed Minimum amounts referenced therein, and with respect to the Guaranteed Minimum amount and applicable tax year set forth in Article III Section B.I.c), then in any given tax year each year thereafter during the statutory life of the TID District (the "PILOT Term"), then the Developer or any successor owner or assignee of the Project shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in an amount sufficient to meet the then applicable Guaranteed Minimum which such payment shall be calculated and defined as follows: the then applicable aggregated assessed value multiplied by the applicable tax year's Mill Rate divided by one-thousand (1,000) less any property tax payments paid by Developer as assessed for the Property for that applicable tax year (the "Payment in Lieu"). The Guaranteed Minimum and/or Payment in Lieu shall be available to Developer for reimbursement of the Developer's Qualified Expenditures, provided Developer qualifies for the TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid for the Qualified Expenditures. Such Payment in Lieu shall be due and payable at the same time and in the same manner as the ad valorem taxes are due and payable for such year by an invoice issued by the City of Green Bay.

If the Developer or any successor owner or assignee fails to make the Payment in Lieu when due, the City may, in addition to all other remedies available to it, levy a special assessment against the Project and/or Property in the amount of the difference between the actual TIF Incentive available for reimbursement to the Developer and the then applicable Guaranteed Minimum. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by Developer. Notwithstanding the levying of such special assessment,

Formatted: Underline

Formatted: Indent: Left: 1.25", No bullets or numbering

the payment obligation under this Section shall be the personal obligation of the person or entity that is the owner of the Project and/or the Property at the time that the then applicable aggregated assessed value falls below the then applicable Guaranteed Minimum.

The covenants contained in this Section shall be deemed to be covenants running with the land and shall be binding upon all owners of any portion of the Project and/or the Property for the duration of the PILOT term. The City is hereby expressly declared to be a beneficiary of such covenants and is entitled to enforce the same against all successor owners or assignees of the Project and/or the Property.

a) Notwithstanding anything in this Section to the contrary, Developer and or any successor or assignee thereof shall only be liable to make any Payment in Lieu for only that part of the Project and/or Property then owned by the Developer and or any successor or assignee thereof.

6-5. Additional Incentives. Developer and any third party that desires to purchase and/or develop any part of the Property may pursue additional TIF Incentives from the City and RDA above and beyond those stated in this Agreement, however, the RDA and City do not guarantee any such incentives will be awarded.

7-6. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed 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 total amount of Qualified Expenses incurred by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, PAYGo Reimbursement payments shall be made within thirty (30) days after Developer has paid in full the real estate taxes and any Special Assessments and Special Charges for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither

the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

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

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 1, 2017, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. The location of all future public streets, which shall include, at minimum:

- a) An extension of Kellogg Street east into the Property; and
- b) An extension of Bond Street east into the Property; and
- c) An extension of Donald Driver Way into the Property, which shall also intersect with the new extensions of Kellogg and Bond Streets.

All new public streets shall be "complete streets" with appropriate accommodations for pedestrians and bicyclists, as well as appropriate landscaping and lighting.

2. The location of twenty (20) new residential, owner-occupied, multi-story condominium and/or townhome units along the eastern Property line.
3. The location, as determined by Developer, in its sole discretion, of a portion of the Property, no less than one-half (1/2) acre, which shall be accessible to the public from a public street, even if not fronting a public street, and in such manner as agreed to with the RDA, and which shall be reserved for educational and/or recreational purposes related to the former Fort Howard fortification.

- B. Construction Documents. Prior to December 1, 2017, and prior to commencement of construction of the Project, Developer shall submit site plans, building plans, and other drawings that 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 December 1, 2017, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than ten million dollars (\$10,000,000.00) 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. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would materially impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and 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. Unless otherwise noted herein, any and all approvals or consents required from the RDA or the City under this Agreement shall be provided to Developer within thirty (30) days from the date of the City's or RDA's receipt of Developer's request for approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed. In the event the RDA or City fail to either approve, deny, or consent within such thirty (30) day period, then Developer's request shall be deemed approved or consented to, as the case may be.
- 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 intends to submit an application to amend the Planned Unit Development ("PUD") currently applicable to the Property to accommodate proposed changes to the PUD. The parties shall cooperate with each other in amending the PUD as the parties deem to be in their mutual best interests in regard to the development of the Property.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2017, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for the 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 December 1, 2017, 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 reasonable determination of the City and RDA, to complete the Project according to the Plans and Specifications.
- H. Acquisition of Property. By no later than December 1, 2017, 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. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. 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 March 1, 2018. Construction of the Project (as defined in the Recitals) shall be completed no later than December 1, ~~2025~~~~2022~~. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction of the Project, Developer shall from time to time provide to the RDA, upon RDA's request, information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports

during the course of construction. Developer shall provide RDA with a copy of annual, financial statements for Developer.

- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. 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.
- P. Transfer of Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof prior to termination of this Agreement, Developer shall provide to the RDA a written request for RDA's approval of the transfer twenty-one (21) days prior to the anticipated transfer. If such intended sale, transfer, or conveyance is to occur while the City's guaranty on the Property is in effect and will result in a release of any part of the Property subject to the City's guaranty of Developer's indebtedness owed to Hometown Bank, the Developer shall also provide to the City a written request for the City's approval of the transfer twenty-one (21) days prior to the anticipated transfer. The City and/or RDA may deny the request for any commercially reasonable reason; provided, however, if City or RDA fail to approve or deny the Developer's request within the aforementioned twenty-one (21) day period, then such request shall be deemed approved. Upon receipt of any such approval from the City and/or RDA, the Developer shall have the right to sell, transfer or convey the Property or any part thereof referenced in the Developer's request. 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. Developer shall not be required to provide the City or RDA with written notice of its intent to transfer the Property, or any part thereof, 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 or any approved Future Project.
 2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Fourteen (14), the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for Public Improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction of the Project, Developer shall be satisfied, through such

means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. City and RDA acknowledge that the Developer has provided the City and RDA with copies of all environmental reports pertaining to the Property.

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 of the Property to Developer.

- S. 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 - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.
2. 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 - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and
 - d) Medical Expense Limit - \$10,000 per person.
3. 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 - \$250,000 per person; and
 - b) \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, 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.

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

T. 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, conditioned or delayed. 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.

U. Speculation. This Agreement shall not be used for speculation or speculative purposes.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of Developer, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the persons 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 material violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property owned by the Developer when and as the same become due. Developer will pay all taxes and assessments levied against the Property owned by the Developer when and as the same become due. Developer acknowledges and agrees that failure of third parties to which the Developer has sold and/or transferred a portion of the Property to pay all taxes and assessments levied against the Property may impact the ability of the City to provide Developer PAYGo Reimbursement.
- 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, to the best of Developer's knowledge, 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 material 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.

VIII. DEFAULT

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

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer 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; provided, however, with respect to liens for claims to payment that are subject to a bona fide dispute, such liens may be removed by Developer by 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.

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

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

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
3. Specific Performance. Sue for specific performance;
4. Sue for Damages. Sue for all damages caused by the Event of Default;
5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

7-8. Withholding of TIF Payment. If at any time the City determines that the Developer's obligations defined in this Agreement are not being met to the City's reasonable satisfaction, the City may withhold annual TIF payments and or Project Grants until the City reasonably determines those obligations are met.

Formatted: Underline

- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30) day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an event of default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - I. All Qualified Expenditures have been repaid in full by Tax Increment;

2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections 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.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Except as otherwise set forth in this Agreement, 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, conditioned or delayed.
- B. 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.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. 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.
- E. 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.
- F. 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, discovery of artifacts on the Property 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, and except with respect to the discovery of artifacts on the Property as referenced in Section X(S) below, 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.

G. 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.

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

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

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301

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

To the Developer: DDL HOLDINGS, LLC
Attention: Paul Belschner and ~~John F. Kress~~~~Brent Weyerker~~
340 North Broadway, Suite 460
Green Bay, WI 54303

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

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

K. 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.

L. 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.

- M. 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.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement, in such form as mutually agreed to by the RDA and Developer, 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.
- O. 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. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. Except as otherwise set forth in this Agreement, this 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).
- P. 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.
- Q. 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.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- S. Discovery of Artifacts. Any and all artifacts discovered on the property (whether historical, related to the old Fort Howard fortification, or otherwise), shall be the sole property of the City of Green Bay, and Developer shall immediately notify the City of any such artifacts upon discovery. Notwithstanding anything contained in this Agreement to the contrary, in the event Developer, or any third party purchaser or developer of any part of the Property, at any time during the term of this Agreement, discovers any artifacts (whether historical, related to the old Fort Howard fortification or otherwise) through excavation of any part of the Property or otherwise, and such discovery (i) causes a delay or suspension in construction of the Project, (ii) causes a change in the Project or any Concept Plan or Plans and Specifications related thereto then (a) the construction schedule for the Project, including, the deadlines or commencement and/or completion of construction, shall be extended for a period of time commensurate with the period of the delay or suspension, provided however, that Developer understands and agrees that this Agreement and any TIF Incentive shall not exceed the life of the TID and the City and RDA shall be under no obligation to extend the TID (b) the scope of the Project, the concept plans and the plans and specifications may be amended, as determined by Developer or any third party purchaser or developer of any part of the Property, as the case may be, with the written approval of the City and RDA. If the delay or suspension shall exceed ninety (90) days, the Developer, City, and RDA shall mutually determine whether to continue,

amend, or terminate this Agreement. In no event shall the minimum aggregate assessed value of the Property be amended or changed as a result of the discovery of artifacts on the Property.

S.T. Due Authority. Prior to execution of this First Amendment, Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions with respect to the Developer.

[Signature pages follow]

Signature page 1 of 4

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:
DDL HOLDINGS, LLC**

By: _____
Brent Weycker, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named _____, a member of DDL HOLDINGS, 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 4

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:
DDL HOLDINGS, LLC**

By: _____
Paul Belschner, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named _____, a member of DDL HOLDINGS, 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 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DDL HOLDINGS, LLC

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

Attest: _____
Kris A. Teske, Clerk

Signature page 4 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DDL HOLDINGS, LLC

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

By: _____
Harry Maier, Chair

Attest: _____
Kevin J. Vonck, Executive Director

EXHIBIT A
Legal Description

Tax Parcels 5-1756 and 5-1757

Lots 17 and 18, Larsen Green, in the City of Green Bay,
West side of Fox River, Brown County, Wisconsin.

EXHIBIT B
Preliminary Concept Plan

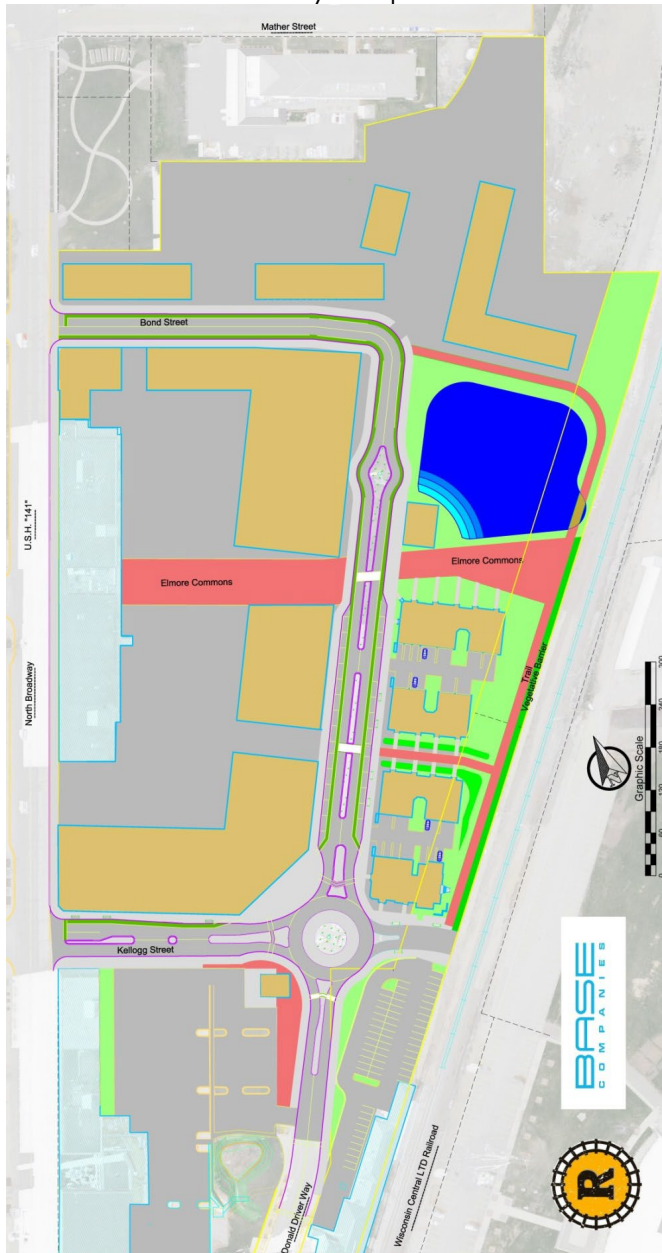


EXHIBIT C
Annual Costs of Debt Service for Project Grant



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

MEETING DATE

March 11, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # F.4

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 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway.

BACKGROUND

In February 2025, staff awarded a 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.

Developer is requesting a 30-day extension. Habitat has been working cooperatively with staff on design and zoning requirements, therefore staff is recommending the approval of a 30-day extension to this planning option. 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.

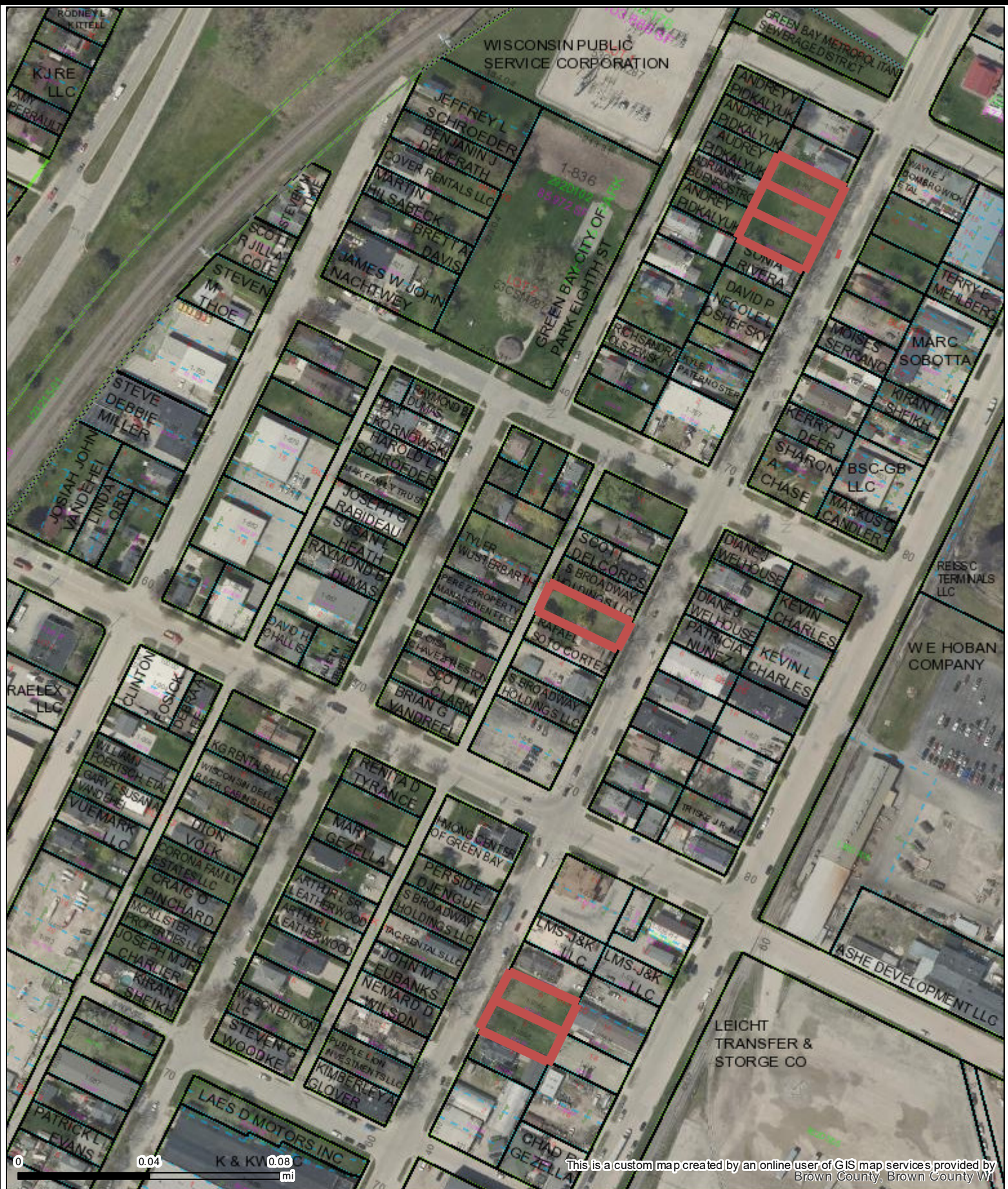
RECOMMENDATION

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

FISCAL IMPACT

ATTACHMENTS

1. Habitat GIS
2. 30 Day Ext. Req. - Broadway



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



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



(920) 593 - 3921 
1967 ALLOUEZ AVENUE 
INFO@GREENBAYHABITAT.ORG 

March 5, 2025

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

Attn: Ronda Bitney

Good afternoon. Habitat for Humanity would like to request a 30 day extension of our Planning Option with the City of Green Bay for the properties located at 1216, 1319, and 1321 South Broadway. The extension will allow us to work closely with the city and our partners on the site development plans.

For the properties located at 1108, 1112, 1116 S. Broadway we understand the planning option will expire.

We would greatly appreciate your assistance with this request. Let me know if there are any questions. Thank you.

Sincerely,

[Brenda Schwechler](#), Director of Family Services
Greater Green Bay Habitat for Humanity
[1967 Allouez Avenue, Green Bay, WI 54311](#)
[Greenbayhabitat.org](#) | 920-593-5780 | bschwechler@greenbayhabitat.org



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

MEETING DATE

March 11, 2025

PREPARED BY

Will Peters

AGENDA ITEM # F.5

Consideration with possible action on an additional Community Housing Development Organization (CHDO) funding request from NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.

BACKGROUND

In June 2024, RDA awarded NeighborWorks Green Bay \$232,000.00 of HOME/CHDO development funds to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development. The total development will consist of seven (7) townhomes (4 affordable and 3 market rate) that are 2 stories, 3 bedrooms, 2.5 baths with a 2-car garage.

Since then, the project has seen an increase in construction costs which has created an additional funding gap of \$71,566.72 per unit. NeighborWorks Green Bay is requesting an additional \$127,000.00 of HOME/CHDO funds to help close their gap.

HOME/CHDO funding is only available to certain organizations that meet the requirements for obtaining CHDO status. Currently, NeighborWorks Green Bay is the only entity eligible to use these funds.

RECOMMENDATION

To award \$127,000.00 of Community Housing Development Organization (CHDO) funding to NeighborWorks Green Bay to build four (4) affordable housing units on the site located on the 400 Block of 4th Street (Parcels 2-176, 2-177, 2-178, 2-178-A) for a multi-family development.

FISCAL IMPACT**ATTACHMENTS**

- I. CGB RDA CHDO Request_4th Street MFD_v1

February 26, 2025

Cheryl Renier-Wigg
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: CHDO Funding Request for 4th Street Townhomes (Parcels 2-1427 thru 2-1433)

Dear Ms. Renier-Wigg and Members of the Authority,

NeighborWorks Green Bay is requesting disbursement of \$127,000 in Community Housing Development Organization (CHDO) funds as part of our ongoing 7-unit Townhome development at the corner of S. Chestnut Avenue and 4th Street.

As the only CHDO designated organization in Green Bay, this request is being made to help us offset the continued increase in construction labor and material costs across the region. Plus, we are eager to activate these funds to move the project forward in the months to come to make homeownership available to seven families in our community.

Based on our development agreement with the Redevelopment Authority, we are committed to offering four of the seven homes in this development available to households that meet the criteria for affordable housing.

Please let me know if you need any additional information or supporting documentation and I will follow up as soon as possible.

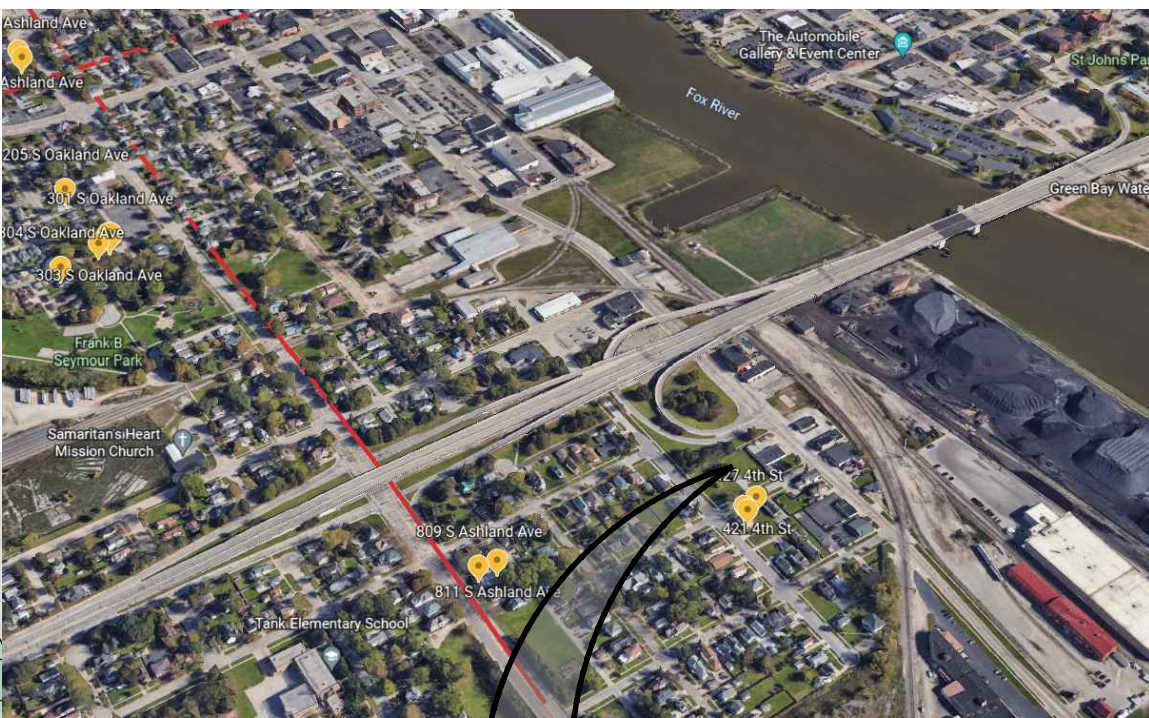
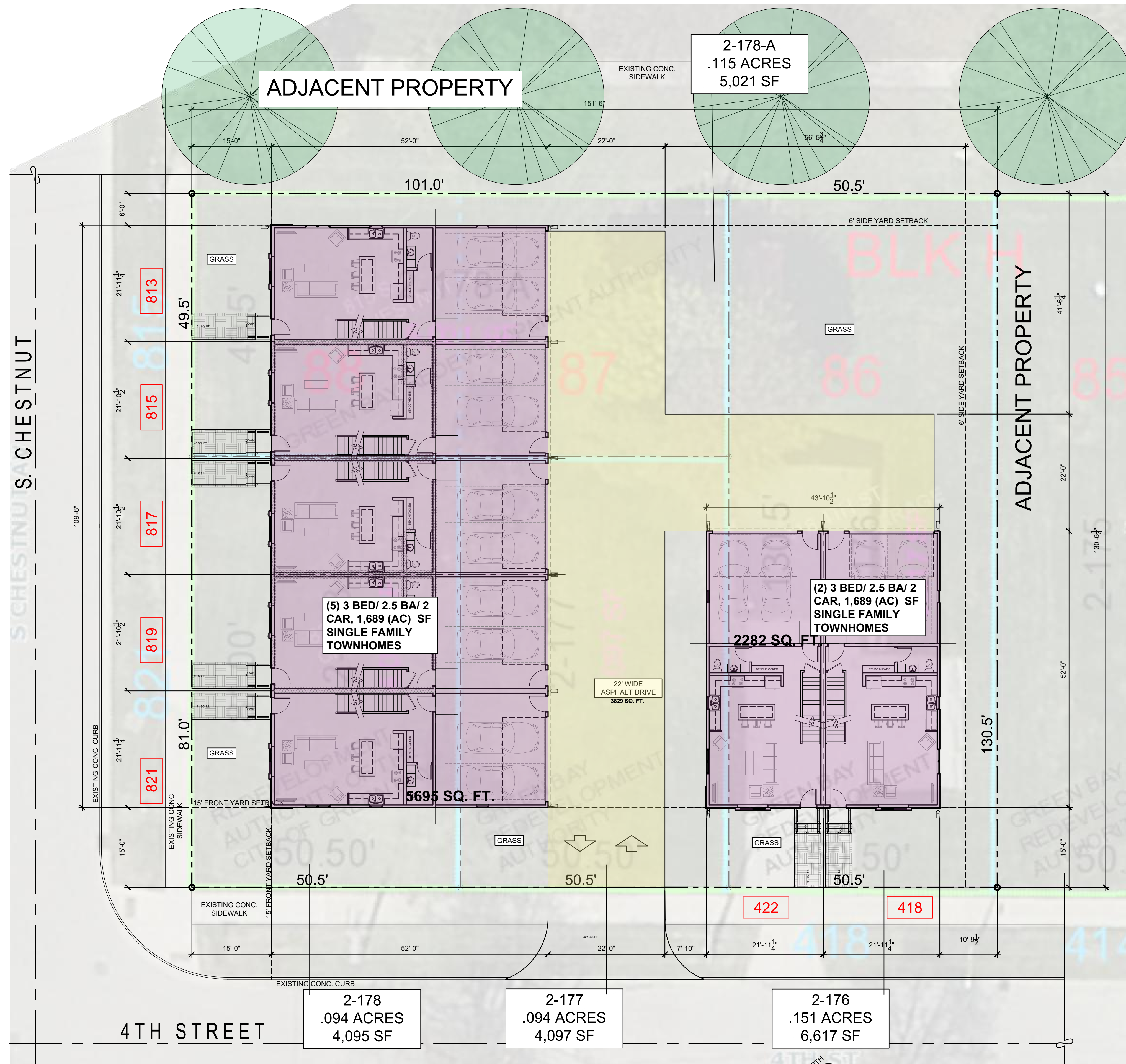
Sincerely,



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.



PROJECT LOCATION

PERCENTAGE OF IMPERVIOUS	
SQUARE FOOTAGE INFORMATION:	
NEW RESIDENCES =	1,139.6 SQ. FT. (MAIN LEVEL) ** (7) UNITS
TOTAL SPACE =	7,977.0 SQ. FT.
PARKING / DRIVEWAY =	3,829.0 SQ. FT. (ASPHALT)
STOOPS =	105.0 SQ. FT. (CONCRETE)
* SIDEWALKS FROM PROPERTY LINE TO STOOP AT EACH RESIDENCE ARE PERVIOUS CONSTRUCTION (51 SF * 7 UNITS = 357 SF).	
** UPPER LEVEL IS FULLY CONTAINED WITHIN MAIN LEVEL FOOTPRINT **	
IMPERVIOUS SQ. FOOTAGE CALC.	
TOTAL BLDG. FOOTPRINT + DRIVEWAY+STOOPS:	11,911.0 SQ. FT.
TOTAL LOT SIZE:	19,830.0 SQ. FT.
IMPERVIOUS RATIO = (IMPERVIOUS) / LOT SIZE x 100 = % OF IMPERVIOUS SURFACE	
11,911.0 / 19,830.0 x 100 = 60.0%	
FLOOR AREA RATIO = TOTAL BLDG. SF / SITE SF: (FOOTPRINT * 2 LEVELS) / SITE SF:	
15,974.0 / 19,830.0 = .80	

LEGAL DESCRIPTION
TANKS 1ST
ADDITION, LOTS 86,
87, 88, BLK H.

1 SITE PLAN
1" = 10'

4th Street MULTI-FAMILY
DEVELOPMENT
v.21j.7.2 - (7) Side x Side Residence
Green Bay, WI 54301
Parcels 2-176, 2-177, 2-178, 2-178-A

ISSUE DATE: 8/1/2024
ISSUED FOR: REVIEW
REVISION LOG

© NEIGHBORWORKS GREEN BAY	
1	10.17.24 PERMIT REVIEW REVISIONS
2	
3	

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

SITE PLAN
SHEET NAME

PROJECT NUMBER: -

DRAWN BY: DE CHECKED BY: TD

SCALE: AS NOTED

0.20
SHEET NUMBER



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

MEETING DATE

March 11, 2025

PREPARED BY

Erin Rovinski, Staff

AGENDA ITEM # F.6

Consideration with possible action on the proposed update to the Commercial Façade Building Materials Grant Policy.

BACKGROUND

The Commercial Façade Building Materials Grant program awards funds to businesses and commercial property owners making enhancements to the exteriors of their buildings. This Community Development Block Grant (CDBG) program was paused for a few years while the ARPA Commercial Façade Grant Program was active. Now, as part of the 2024 CDBG Annual Action Plan, the Commercial Façade Building Materials Grant has been allocated \$90,000.00.

Grant applications are accepted year-round, until funding is expended. When an application is received, staff review it and bring it to the Design Review Team, which is a team of City staff and a representative from a Business Improvement District, if the project is within a district. The previous policy involved the step of bringing each application and award recommendation to the Redevelopment Authority for approval. Staff is recommending that the policy be updated to staff and Development Director's review and approval.

Proposed Approval Process:

1. Applications are reviewed and scored by the Design Review Team.
2. The Design Review Team makes a recommendation to the Development Director about whether a grant should be awarded. The Development Director makes the final approval.
3. If approved, City staff prepare a grant agreement.
4. If denied, applicants may appeal to the Redevelopment Authority.

RECOMMENDATION

To approve updating the Commercial Façade Building Materials Grant policy to allow the Development Director to make final approval of the grant awards.

FISCAL IMPACT

ATTACHMENTS

1. 2025 Façade Grant Policies and Procedures
2. Façade Grant Score Sheet



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

Phone 920.448.3400
Fax 920.448.3426

POLICIES AND PROCEDURES COMMERCIAL FAÇADE BUILDING MATERIALS GRANT PROGRAM

Program Purpose & Overview

The purpose of the Commercial Façade Building Materials Grant Program is to enhance and revitalize the aesthetics of Green Bay's commercial districts by providing a financial incentive for businesses to invest in their property. The Program aims to address deteriorating property conditions and encourage enhancements to the property as viewed from the public right-of-way to generate economic development for Green Bay's business districts.

Program participants are qualified to be reimbursed for eligible building material costs for a façade improvement project. The level of grant funding will be determined on a case-by-case basis, depending on the amount of funds available and the application's review score. The Program is funded by Community Development Block Grant (CDBG) provided by the Federal Department of Housing and Urban Development (HUD). The Program is managed and administered by the City of Green Bay's Community & Economic Development Department.

Applicant Eligibility

Eligible applicants of the Façade Grant Program include commercial property owners and business owners leasing space in a commercial property that contributes property tax or Payment In Lieu of Taxes (PILOT). A business owner who is leasing space must have a current lease and written approval from the property owner to participate in the Program. Applicants, property owners, and any business directly benefiting from the project cannot be delinquent on any current City charges, taxes, or assessments, or have defaulted on any previous City assistance.

An applicant may apply for one project per property per year. If a project has multiple construction phases, the scope of the final project must be specified in the initial application. Another application may be submitted one year after the completion date of the first Façade Grant agreement.

Property Eligibility

Eligible properties include commercial buildings located within the City of Green Bay that are within either a Low/Moderate Income Area (LMI Area) or a designated slum/blight area. Properties may be located outside these areas if the project is limited to addressing serious conditions that are detrimental to public health and safety. Potential applicants should consult with City staff before applying to confirm eligibility.

Project Eligibility

The Façade Grant Program may reimburse costs for building materials used for eligible projects that restore or enhance the facades of commercial properties. Proposed building materials shall be especially durable, be of higher quality, and complement the aesthetics of the surrounding neighborhood or district. Eligible building materials

include:

- Commercial windows and doors that allow for visibility both into the building and out to the street
- Siding and masonry/brick
- Supplies needed for the creation of murals or permanent art fixtures
- Exterior lighting
- Awnings
- Materials for unique, high-quality signs, only when signage is a minor component of a larger overall façade enhancement project.
- Other exterior building materials deemed eligible by the City’s Development Director, that are permanent and will be clearly visible from the street-facing public right-of-way.

Ineligible projects include roof improvements that are not “part of the façade” (i.e. do not face the public right-of-way; the portion of mansard roofs, for example, facing street frontage are eligible), parking lots, landscaping, fencing, non-permanent fixtures, security systems, personal property, interior window coverings, equipment, business advertisement, any improvements not visible from the public right-of-way or public vantage point, and any improvements deemed to be inconsistent with adopted City Plans or Policies. Materials shall not diminish the integrity of buildings or districts listed on the Local, State or National Register of Historic Places. Potential applicants should consult with City staff before applying to confirm project eligibility.

CDBG National Objective Requirements

The City of Green Bay’s Façade Grant Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. All projects participating in the Façade Grant Program must meet a federally established National Objectives and be an eligible activity. City staff will verify if the project meets one of the following National Objectives:

1. LMI Benefit: The project must benefit a Low/Moderate Income (LMI) Area as defined by HUD.
2. Slum/Blight Area: The project must eliminate slum/blight within a designated blighted area of the community.
3. Slum/Blight Spot Basis: The project, if located outside an LMI Area and a designated slum/blight area, must eliminate slum/blight on a spot basis AND be limited to only those conditions that are detrimental to public health and safety.

Environmental Review & Flood Insurance Requirements

All properties being considered for the Façade Grant Program must have an environmental review conducted by City staff to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself is safe for development. Every project must follow the National Environmental Protection Act (NEPA). Flood insurance must be maintained in perpetuity for properties located within the 100-year floodplain.

Application Process

1. Before applying, potential applicants are required to meet with Community & Economic Development staff to discuss project eligibility, preliminary design concepts, proposed building materials, Federal requirements, and the project timeline. If desired by the applicant, this meeting may also include a free consultation provided by the City’s Design Specialist, Economic Development Specialist, and/or other appropriate City staff.
2. After meeting with City staff, the applicant may submit their complete application which includes the following:

- Facade Grant Application Form
- Cost estimates for each proposed eligible building material. Cost estimates shall be provided by reputable third-party suppliers. To help ensure fair pricing, estimates from multiple suppliers should be provided when possible.
- Photographs of the building
- Building elevation plan or rendering prepared by an architect, contractor, or designer.
- Detailed information on the proposed building materials – including brands, series, and colors.

Applications are accepted year-round and may be emailed directly to program staff or mailed to the following address:

Commercial Façade Building Materials Grant Program
City of Green Bay
Community & Economic Development Department
100 N. Jefferson Street, Room 608
Green Bay, WI 54301

3. Complete applications will be reviewed and scored by the Design Review Team. The Design Review Team is made up of a team of City staff specializing in economic development, historic preservation, urban design, and urban planning. If the proposed project is located within an established Business Improvement District (BID), the BID Director (or assigned representative) will also be invited to serve on the Design Review Team.

Applications will be scored on the following criteria:

- Visual Impact and Design Quality
- Building Material Quality and Durability
- Economic Impact
- Applicant Capability and Responsibility
- Historic Preservation
- Sustainability

After scoring the application, the Design Review Team will recommend whether a grant should be awarded, and the appropriate amount based on the application's score. Final approval will be determined by the Development Director.

4. If approved, City staff will prepare a grant agreement. The applicant must accept or reject the agreement within 30 days of delivery by email or mail. Once the agreement is executed, the project may proceed.
5. If denied, applicants may appeal to the Green Bay Redevelopment Authority (RDA).

Project Timeline Requirements

Projects may not begin until after a grant agreement is executed between the RDA and the project participant. No work/improvements conducted prior to the execution of the agreement (including materials ordered, preparation work, etc.) will be eligible for reimbursement. Projects must begin within 3 months of the grant award and be completed within 9 months after the project start date. Longer timelines may be considered depending on the size and scope of the proposed project. Requests to extend an approved timeline must be requested in writing to City staff. The request must include a revised timeline and explanation for delays.

Funding Procedures

Grants may only fund costs for the purchase of eligible building materials. The level of grant funding will be determined on a case-by-case basis, depending on the amount of funds available and the application's review score. Projects must be approved, and a Grant Agreement must be signed between the grant recipient and RDA prior to the purchase of building materials. Once the Grant Agreement is executed, materials may be ordered, and work may proceed.

Grant funds will be provided in the form of reimbursement. Reimbursements will only be issued after the applicant or their contractor submits paid receipts of eligible material costs. Applicants may request 50% reimbursement of approved costs prior to the completion of construction or material installation. The remaining 50% of costs shall be reimbursed only upon completion of construction/installation and passing of final inspection by a City Inspector when inspection is required. Grant reimbursement may be reduced or rescinded if the recipient is unable to verify compliance with all applicable policies, procedures, or laws.

Project: Façade Grant Review Form

	Possible Points	Awarded Points
Project:		
Visual Impact: Key, highly visible elements of the building will be improved. The building has high visibility due to location. Improvements will significantly impact neighborhood revitalization efforts.	10	
Notes:		
Design Quality: The project significantly enhances the aesthetics of the building and complements neighboring properties.	10	
Notes:		
Sustainability and Permanence: Improvements have a lasting value that will remain relevant to the property over time and will extend the life of the overall building. Improvements will increasing the efficiency of resource use — energy, water, and materials — while reducing building impacts on human health and the environment during the building's lifecycle.	5	
Notes:		
Historic Preservation: The project restores, preserves, or appropriately enhances historically significant elements of a locally designated landmark, a building listed or eligible for listing on the State or National Registers of Historic Places, or a building listed as a contributing structure in a National Historic District.	5	
Notes:		
Economic Impact: Improvements will substantially increase the property value and will facilitate the creation, expansion, or retention of a business and jobs. There is strong potential that the project will influence a ripple effect and promote other nearby businesses to make similar investments in their property.	10	
Notes:		
Applicant Capability and Responsibility: The applicant and/or their contractor has provided sufficient evidence to demonstrate their ability to complete the project as proposed, on time, and within budget. The applicant is not known to be responsible for the building's deteriorated state and has not been previously cited for code violations relating to property management.	10	
Notes:		
Total Points	50	
Do you recommend approval of the project?		



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 11, 2025

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # G.I

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2025

City of Green Bay RDA
Check Register
28-Feb

CHECK#	CHECK DATE	VENDOR NAME	AMOUNT
21843	02/17/2025	CITY OF GREEN BAY	8,101.62
21844	02/17/2025	ECUMENICAL PARTNERSHIP FOR HOUSING	3,602.00
21845	02/17/2025	NEIGHBORWORKS GREEN BAY	150.00
21846	02/17/2025	N.E.W. COMMUNITY CLINIC, LTD	5,771.85
21847	02/17/2025	PETERS CONCRETE CO	27,341.65
			<u>\$ 44,967.12</u>

Redevelopment Authority
Financial Report
CDBG
2/28/2025

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	-	18,509.40	165,380.76	163,700.00
CDBG Eligible Areas HILP Program	-	141,246.14	-	18,042.50	123,203.64	-
CDBG Eligible Areas Public Facilities and Infrastructure	-	252,383.35	-	40,850.00	19,366.16	192,167.19
CDBG Eligible Areas-Beautification/Art	-	87,559.87	-	-	-	87,559.87
Economic Development Façade	-	90,000.00	-	-	-	90,000.00
Economic Development - RLF	-	40,607.57	187,383.66	-	35,000.00	192,991.23
Administration	-	174,851.18	-	15,389.84	-	159,461.34
	\$ -	\$ 1,164,573.27	\$ 187,383.66	\$ 92,791.74	\$ 343,285.56	\$ 915,879.63

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
2/28/2025

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	323,016.68	-	11,560.00	311,456.68	-
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	76,274.40	-	494,418.00	1,100,797.70
Administration	-	165,660.33	19,068.60	12,748.70		171,980.23
HOME-ARP Admin	-	1,881,229.91	-	10,945.09	870,284.82	1,000,000.00
	\$ -	\$ 4,373,632.22	\$ 95,343.00	\$ 35,253.79	\$ 1,983,158.50	\$ 2,450,562.93



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 11, 2025

PREPARED BY

AGENDA ITEM # G.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking 20250306

City of Green Bay Development Tracker (Large Scale) - March 2025								
	Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
Multi-family								
1	US Bank Redevelopment	Living Downtown LLC	425 Pine Street	Market multi-family rental, commercial	DA approved in November. Construction scheduled early 2025	Total #	Under 80%	\$9,600,000.00
						55	0	
2	1116 Hobart Drive	Moski Corp	1116 Hobart Drive	Market multifamily	Term Sheet approved in November. DA anticipated in April.	Total #	Under 80%	\$5,500,000.00
						30	0	
3	Merge @ Shipyards	Merge LLC	239 Arndt Street	Market multi-family rental, retail	Building plans being finalized for permit approval.	Total #	Under 80%	\$21,000,000.00
						225	0	
4	200 N. Monroe	Three Sixty LLC	200 N. Monroe	Mixed Income rental 148 rental units, 27 townhomes	PO expires 4/8/2025	Total #	Under 80%	tbd
						175		
5	Gorman @ JBS	Gorman & Co.	0 Lime Kiln Rd	Workforce multi-family	Terms of DA under negotiation	Total #	Under 80%	\$10,000,000.00
						95	0	
6	Former Badger Sheet Metal	General Capital	420 S. Broadway/419 S. Maple	Multi-family rental, retail, Fire Station/Admin, greenway	Design and due diligence underway	Total #	Under 80%	tbd
						140	TBD	
7	New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	Construction underway	Total #	Under 80%	\$38,000,000.00
						268	0	
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.	Total #	Under 80%	\$10,500,000.00
						71	0	
9	University Ave	NWGB	1100 Block of University Ave	Mixed-income multi- family rental	Working to close capital stack	Total #	Under 80%	TBD
						14	TBD	
10	One Astor	Spark Development	100 E. Mason	Market rate multi-family rental	Conditional Use Permit being considered by PC in March. Development Agreement in negotiation.	Total #	Under 80%	\$15,000,000.00
						121	0	
Single-family								
11	Habitat Homestead	Habitat for Humanity	0 Richmond St	Affordable single-family owner occupied detached and townhomes	Construction underway	Total #	Under 80%	\$2,925,000.00
						14	14	

12	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.	Total # 29	Under 80% 0	\$8,000,000.00
Commercial								
13	Green Bay Plaza	ICAP Development	155 W. Mason	Commercial	DA approved. Development underway	Total # 0	Under 80% 0	\$4,000,000.00
14	S&S Buildings	Investment Creations	227 E Walnut, 101 & 109 N Adams	Mixed use law office, retail, market rate apartment	Development Agreement approved 3/4. Rehab work planned to start next quarter.	Total # 1	Under 80% 0	\$1,500,000.00
Industrial								
15	Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Negotiations continue	Total #	Under 80%	tbd
16	Green Bay Drop Forge Cleveland Hardware	Hoban Real Estate	1341 State Street	Industrial	Development Agreement approved 3/4. Construction planned to begin within weeks.	Total # 0	Under 80% 0	\$10,500,000.00
17	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	Total # 0	Under 80% 0	tbd
18	Grandview - Gerarden	Gerarden Fabrication	Erie at Arline	Furniture manufacturing, showroom, office	Design underway for 5-acre site. PO extended to April	Total # 0	Under 80% 0	tbd
Park/Public								
19	Shipyards 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	Total # 0	Under 80% 0	\$0.00

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

	Units	Under 80%	Value
TOTALS	1,238	24	\$136,525,000.00