



AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, APRIL 8, 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=YUducEM2VUZWOZGVYZzMyNTA0c1FJQT09>

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, April 8, 2025, meeting of the Redevelopment Authority.

D. Approval of Minutes.

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

E. Regular Business.

- I. Consideration with possible action on Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

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

2. Consideration with possible action to approve the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139), and authority for the Director to approve a collateral assignment, subject to legal review.

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

3. Consideration with possible action on Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1, 6H-1110-19).

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4. Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a two-story, single-family home on the site located at 1216 S. Broadway.
5. Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a two-story, single-family home on the site located at 1319 S. Broadway.
6. Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a 1.5-story, single-family home on the site located at 1321 S. Broadway.
7. Consideration with possible action to approve a one-year development agreement with Ortega Properties, LLC for the building of a two-family, upper and lower duplex on the site located at 1112 N. Van Buren Street.
8. Consideration with possible action to approve a 30-day planning option extension to Deals, Development & Partnership Capital for the construction of five townhomes on the sites located at 1118 N. Van Buren Street, 1124 N. Van Buren Street, and 910 Reber Street.
9. Consideration with possible action to hire outside counsel to pursue litigation against Bay Area Burger Co LLC, 126 S. Broadway, Green Bay, WI for default on a loan agreement.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Date of next meeting: May 13, 2025

G. Adjournment.

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



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.1

Consideration with possible action on Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

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

BACKGROUND

One Astor Holdings, LLC ("Developer"), intends to acquire approximately 2.396 acres of land at 100 E. Mason Street and an adjacent non-addressed parcel on S. Adams Street. The developer intends to complete a Project, which includes the construction of a four (4)-story residential structure with approximately one hundred twenty-five (125) market-rate rental units. The Developer's Project is substantially similar to a previous proposal at this site, proposed by Miller Land Investments, LLC, which was approved in November 2019 as DA 19-03, but later terminated in February 2024.

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- builds new structures with high-performance designs, systems, and finishes
- creates a significantly higher per acre property value than adjacent properties and the City average
- generates property taxes greater than the cost of providing infrastructure and services
- generates job opportunities for smart and skilled individuals
- builds new structures for individuals of all ages and abilities
- is located in a place easy to reach on foot, bicycle, or transit
- expands our range of (residential, commercial, and industrial) real estate products
- is designed and built with options for conversion to alternative uses in the future
- creates and/or enhances unique public spaces, amenities, and art

The City's Department of Community & Economic Development has placed a priority on the creation of rental units at all price points. The Housing Market study from 2020 states "there is a fairly significant shortage of units for those renters making more than 80% of median income (\$3,385). This indicates an opportunity to add higher rent and high-quality rental units to the market."

As of January 1, 2025, the Property has an aggregate assessed value of One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- \$20,585.33 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$8,391.21 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of the Proposed Project, the City estimates the aggregate assessed property value of the Property to be at least Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00), which is anticipated to yield approximately:

- \$308,760.00 in total real estate taxes annually (assessed mill rate of \$19.92);
- \$125,860.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Developer has requested Pay-As-You-Go (PAYGo) Tax Incremental Financing (TIF) assistance to cover a \$4,500,000.00 funding gap identified in their development pro forma. Therefore, the Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new blight Tax Increment District (“TID 31” or the “TID”), effective January 1, 2025, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approval of Development Agreement 25-03 with One Astor Holdings, LLC for the redevelopment of 100 E. Mason Street and 0 S. Adams Street (Tax Parcels 15-168-A and 15-168-2).

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - Eighty percent (80%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$4,500,000.00.

No levy dollars will be used for this project.

ATTACHMENTS

- I. One Astor Development Agreement 20250403



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-03

One Astor Holdings, LLC

This Development Agreement is made this _____ day of _____, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and ONE ASTOR 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
15-168-A	100 E. Mason Street	1.738	\$934,440.00
15-168-2	S Adams Street	0.658	\$98,960.00

- B. The parcels listed above shall be referred to as the "Property." The Property comprises approximately two and three hundred ninety-six thousandths (2.396) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which shall consist of the construction of a four (4)-story residential structure with approximately one hundred twenty five (125) market rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00), which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. \$20,585.33 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$8,391.21 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be Fifteen Million Five Hundred Thousand Dollars (\$15,500,000.00), which is anticipated to yield approximately:
1. \$308,760.00 in total real estate taxes annually (assessed mill rate of \$19.92);
 2. \$125,860.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new Tax Increment District (the “TID”) effective January 1, 2025, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will remediate environmental contamination and/or enhance the physical landscape, build new structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, build new structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of residential and commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted 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. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be One Million Thirty Three Thousand Four Hundred Dollars (\$1,033,400.00).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means One Astor Holdings, LLC, or any assignee of the same.
- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

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

- S. “TID” means the future Tax Increment District that is intended to be created in 2025 by the City of Green Bay. The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID’), effective January 1, 2025, with a life of 27 years, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- T. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- U. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.
- V. “Tax Incentive Cap” means as described and provided for in Section III.C.2 of this Agreement.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, consisting of eighty percent (80%) of the Available Tax Increment for the Property conditioned upon the following representations by Developer and subject to the following parameters:
 - a) The Developer anticipates spending in excess of Thirty-Seven Million Dollars (\$37,000,000.00) on the Project and guarantees that the Property shall have a minimum aggregate assessed value equal to the Fourteen Million Dollars (\$14,000,000.00) on or before January 1, 2028.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, shall be known as the Available TIF Increment.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special

charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2027, the TIF Increment would be determined as of January 1, 2028 and the PAYGo reimbursement would first be payable in 2029.

2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.

D. 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.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to July 1, 2025, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings to be constructed on the Property.
- B. Construction Documents. Prior to December 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to December 1, 2025, Developer shall submit an updated Development Budget (provided there have been material changes to the Development Budget previously submitted), prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Twenty Nine Million Five Hundred Thousand Dollars (\$29,500,000.00) in "hard" construction costs for the entire Project (for purposes of this Agreement, "hard" costs shall include, but not necessarily be limited to, the costs associated with construction management, labor, materials, utilities, land, site preparation, and environmental); and
 2. A line item of not less than five percent (5%) of total "hard" construction costs for the Project and 5% of the "soft" construction costs for the Project (excluding reserves and developer fees) for cost overruns and change orders as total contingency; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and

4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than December 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than December 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than December 1, 2025, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination,

modification or relocation of such easements and other rights in order to accommodate the Concept Plan.

- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, if property subdivision or combination becomes necessary in the reasonable opinion of the City or Developer and has not yet occurred, 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 Expenses 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 December 1, 2025. Construction shall be completed no later than January 1, 2028. 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, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- 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 or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that

would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
 - 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
 - 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.

4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default,

be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

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

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to June 1, 2025, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferys@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbaywi.gov
To the Developer:	One Astor Holdings, LLC Attention: Derek Liebhauser 2065 American Drive, Suite A Neenah, WI 54956 e-mail: derek@sparkdevco.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and

shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.
- T. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
ONE ASTOR HOLDINGS, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of ONE ASTOR 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 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ONE ASTOR HOLDINGS, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
ONE ASTOR HOLDINGS, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A Property Map

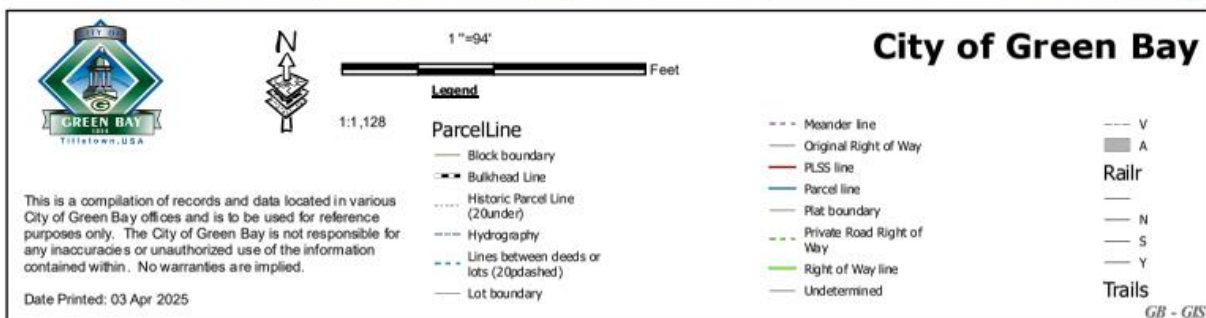


EXHIBIT B
Legal Description

Parcel 15-168-A

LOT 1 OF 11 CSM 99 MAP 2379 IN 976872 BNG PRT OF LOTS 1-8 BLK 6 PLAT OF ASTOR

Parcel 15-168-2

LOT 2 OF 11 CSM 99 MAP 2379 IN 976872 BNG PRT OF LOTS 1 THRU 8 BLK 6 PLAT OF
ASTOR

[illegible]

MATERIAL NOTES	
A	4" x 1/2" OF PANELS OF POLISHED LUPSTONE
B	2" x 1" x 1/2" FLORENCE STONE TRUSS MATERIAL
C	FLORENCE BRICK - CHERRY RED/GLOSS
D	FLORENCE BRICK - CHERRY LUTHERFORD
E	FLORENCE BRICK - CHERRY LUTHERFORD
F	FLORENCE BRICK - CHERRY LUTHERFORD
G	EXPANDED POLYSTYRENE (EPS) INSULATION
H	18" x 18" x 1/2" INSULATION
I	INSULATED ALUMINUM STRUCTURE
J	CONCRETE LAMPPIRE BASES

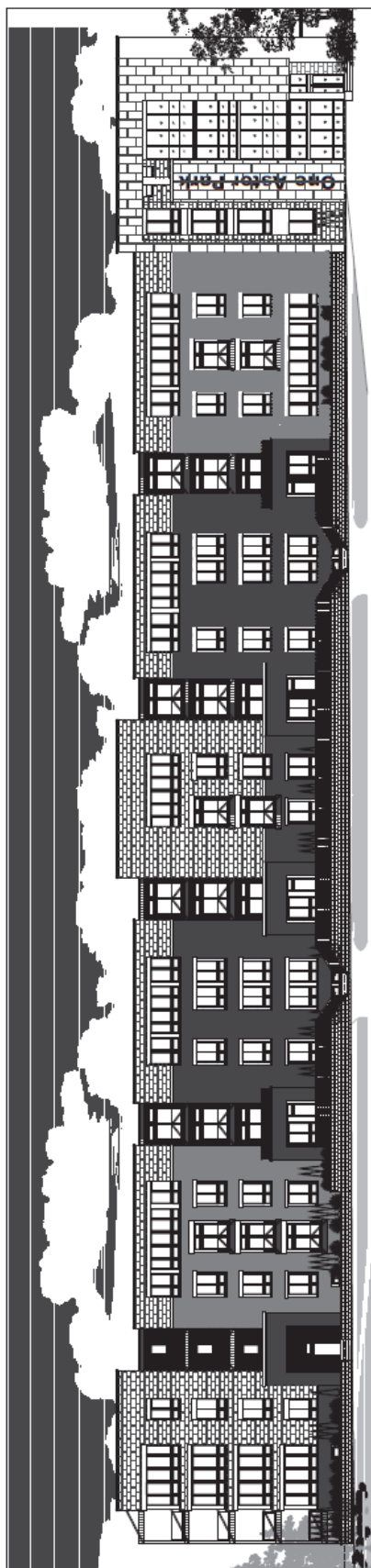
UNIVERSITY	NAME
XX	XX

NAME	DATE
NO. 2 PENCIL	
NO. 1	

A

1:1

**PRELIMINARY
NOT FOR CONSTRUCTION**

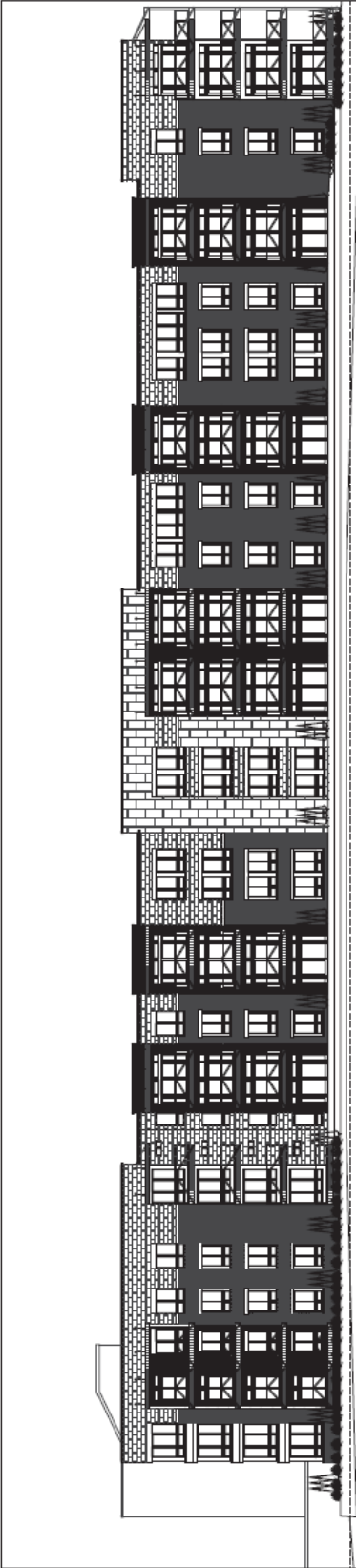


ADAMS STREET ELEVATION
SCALE: 3/32" = 1'-0"

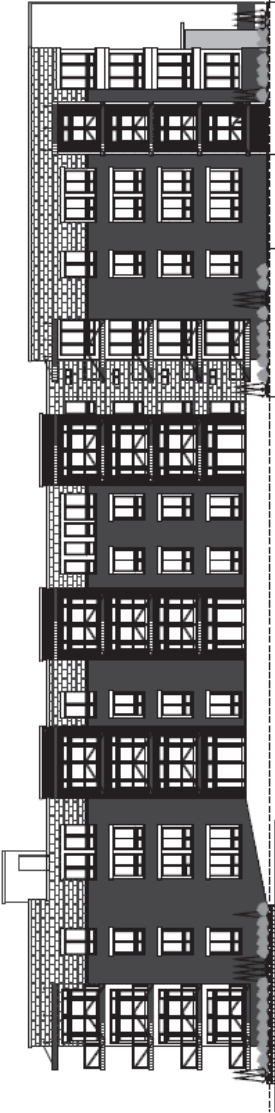


MASON STREET ELEVATION
SCALE: 3/32" = 1'-0"

[illegible]



RIVERFRONT ELEVATION
SCALE: 3/32" = 1'-0"



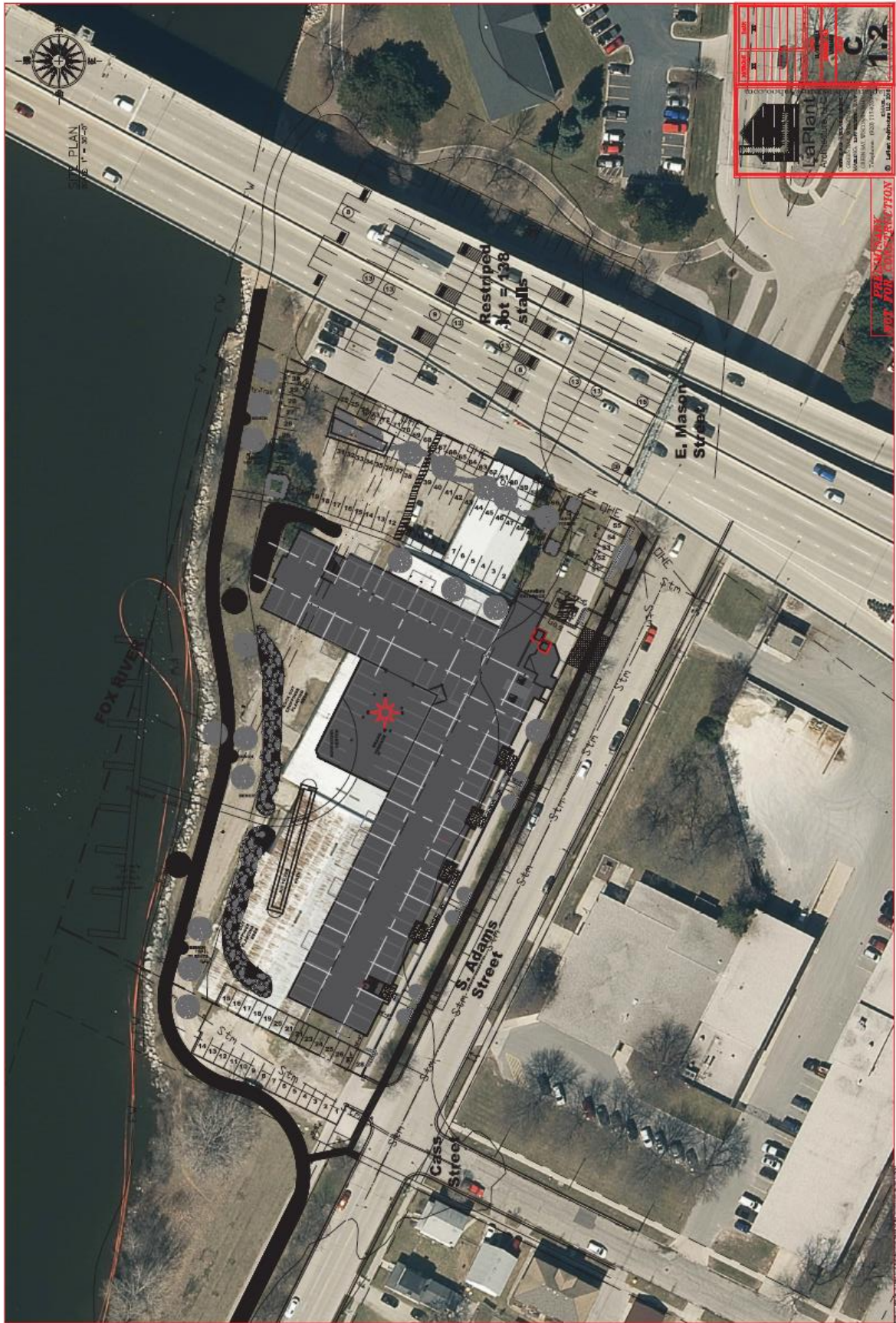
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

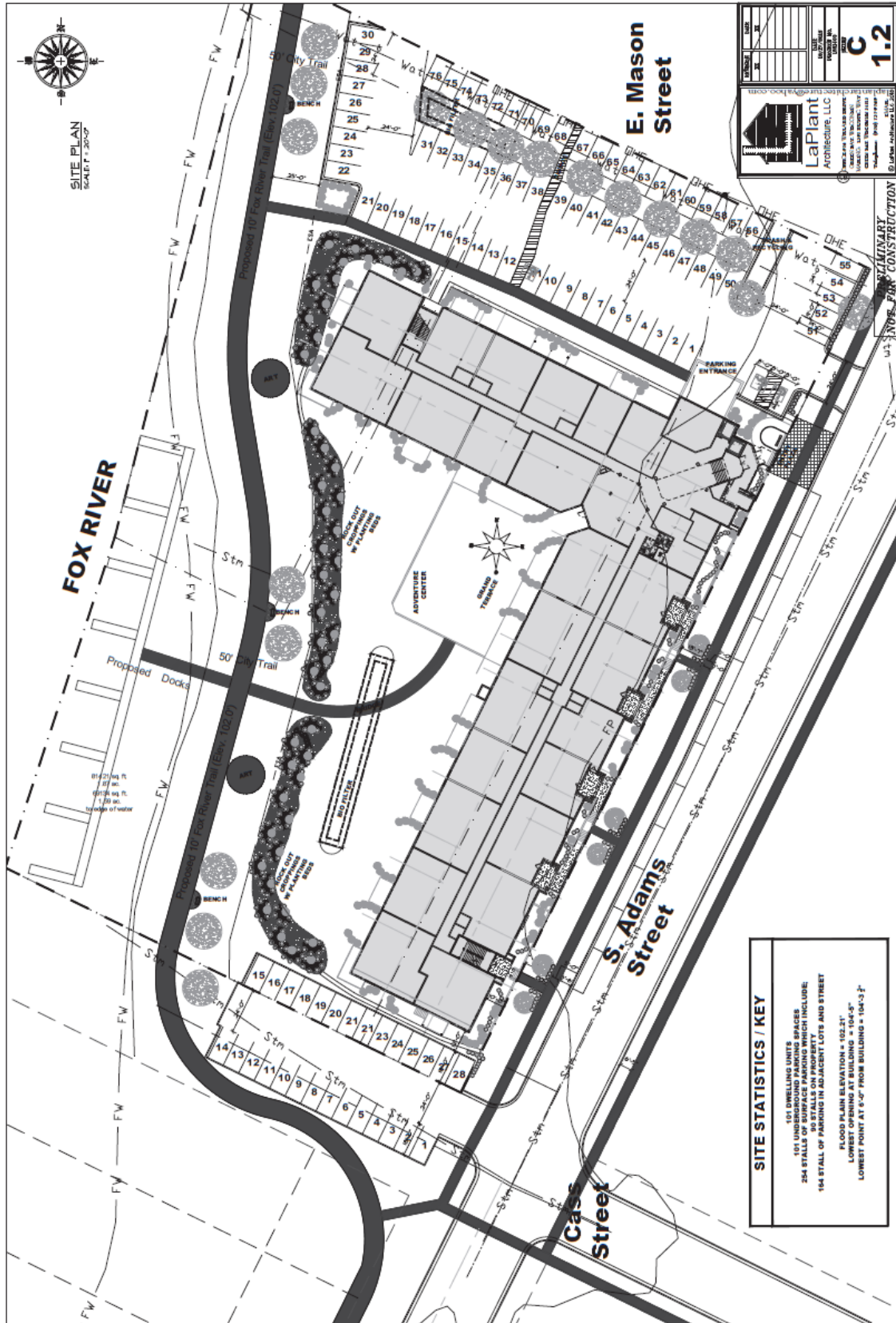


LaPlant
Architecture, LLC
 2017 W. 10th Ave.
 Suite 100
 Anchorage, AK 99501
 Phone: (907) 551-1111
 Fax: (907) 551-1112
 Email: info@laplantarch.com
 Website: www.laplantarch.com

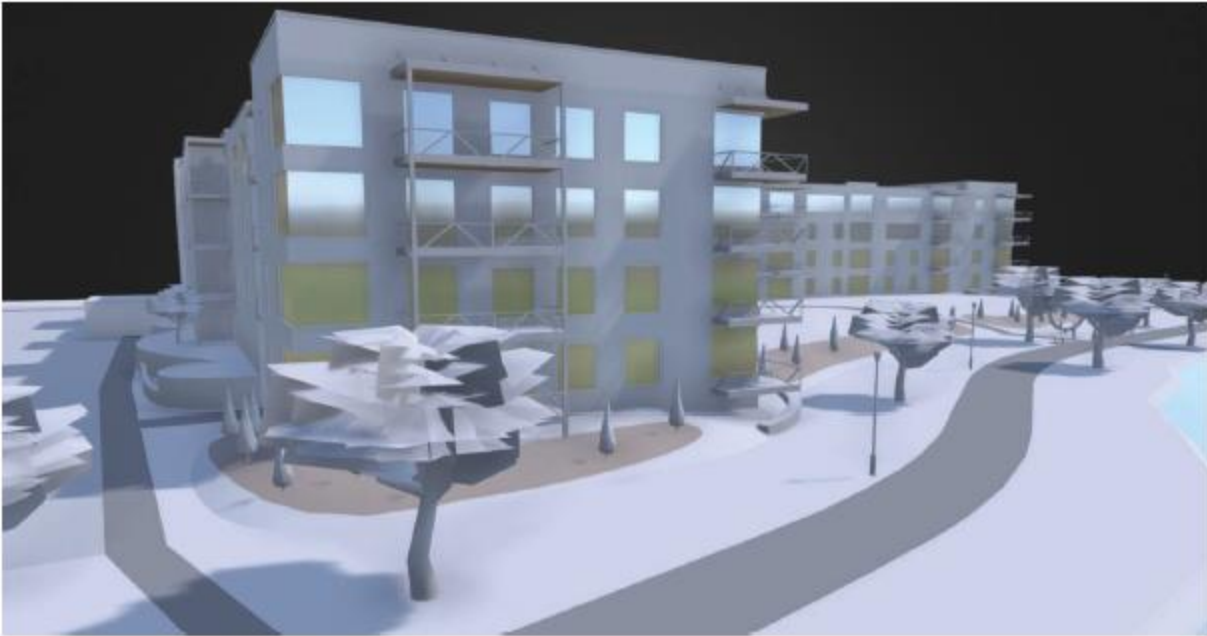
DATE	NO.	BY
10/17/2018	1	LA
PROJECT	ANCHORAGE CITY CENTER	
A 1.4		

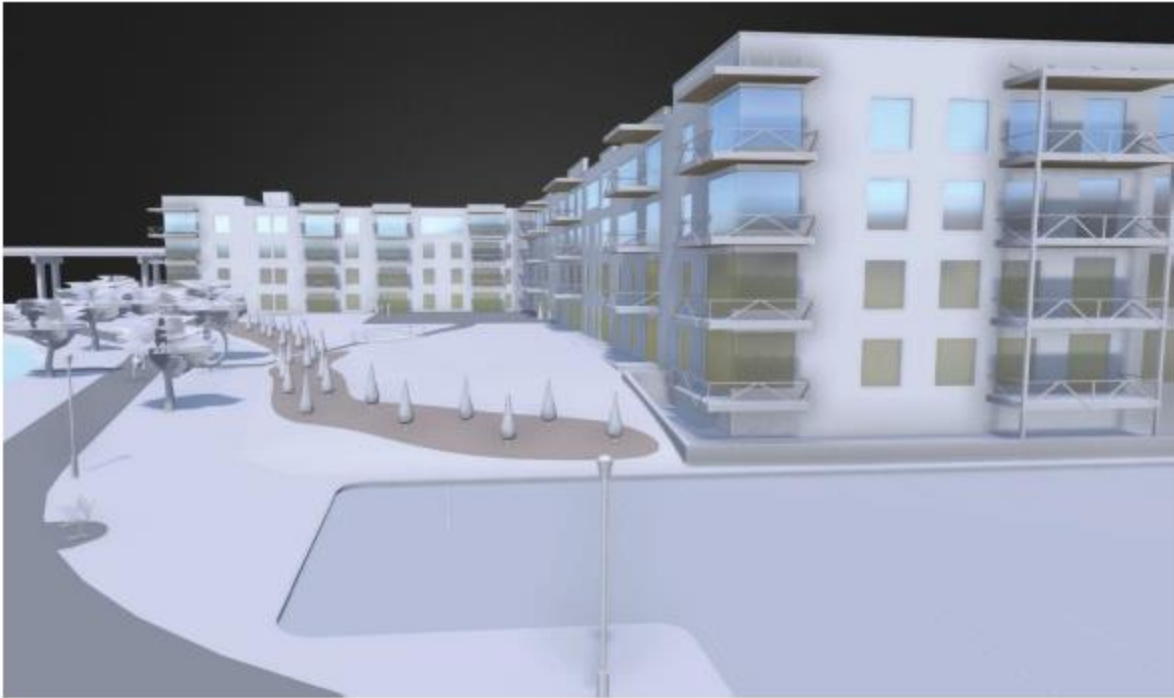
PRELIMINARY
NOT FOR CONSTRUCTION













Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

Matthew Buchanan, Staff

AGENDA ITEM # E.2

Consideration with possible action to approve the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139), and authority for the Director to approve a collateral assignment, subject to legal review.

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

BACKGROUND

In November 2024, the Redevelopment Authority (RDA) and City of Green Bay granted approval for Development Agreement 24-06 with Living Downtown LLC for a project at 425 Pine Street. The agreement authorized Tax Increment Financing (TIF) assistance to support the rehabilitation and conversion of an existing seven-story office building into a mixed-use building with approximately fifty-five (55) market-rate rental housing units on floors three (3) through seven (7). Existing commercial uses on floors one (1) and two (2) were planned to remain as commercial uses.

Per the approved Development Agreement, the City would provide an 85 percent PAYGo TIF incentive if the redevelopment created an aggregate assessed property value of at least \$8,000,000 by January 1, 2026. A tax incentive cap of \$4,102,000 was established, matching the Developer's identified funding gap in their capital stack.

Since the approval of the original Development Agreement, the Developer has decided to increase the scope of the project, resulting in an increase in project costs and minor increases to the project timeline. Additionally, changes in interest rates and project financing have resulted in a larger funding gap in the capital stack. The Developer has requested an amendment to the Development Agreement to incorporate the following changes:

- Update the project description to include the existing second floor commercial space in the residential conversion project, increasing the number of market-rate apartments from 55 units to 66 units.
- Revise benchmark deadline dates by two months; however, maintaining the January 1, 2026 deadline for obtaining certificates of occupancy.
- Increase the Tax Incentive cap from \$4,102,000 to \$7,000,000; however, maintaining the TIF PAYGo percentage at 85%.

RECOMMENDATION

Approval of the first amendment to Development Agreement 24-06 with Living Downtown LLC, for the redevelopment of 425 Pine Street (Tax Parcel 11-139) and authority for the Director to approve a collateral

assignment, subject to legal review.

FISCAL IMPACT

The original Development Agreement required a minimum property valuation of at least \$8,000,000, offering the developer 85 percent of the anticipated increment through the PAYGo TIF incentive period, which is projected to be at least \$2,349,000. A Tax Incentive Cap was established at \$4,102,000 to close the Developer's funding gap identified at that time.

The proposed amendment maintains the minimum guaranteed property valuation of \$8,000,000 as well as the 85 percent of the anticipated increment through the PAYGo TIF incentive period. However, the Tax Incentive Cap would be increased from \$4,102,000 to \$7,000,000 to close the developer's increased funding gap. The change in project scope, to convert the second story commercial space to 11 residential units, is not expected to significantly impact the assessed property value.

ATTACHMENTS

1. First Amendment to 24-06 DA
2. Redline Amendments to original DA 24-06

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 24-06
425 PINE STREET REDEVELOPMENT

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

RECITALS

WHEREAS, Developer has agreed to redevelop property located at 425 Pine Street (Tax Parcel 11-139), hereinafter defined as the "Project Site"; and

WHEREAS, the Parties entered into a Development Agreement 24-06 dated November 12, 2024, relating to the Project Site; and

WHEREAS, the Development Agreement provided for Tax Incremental Finance ("TIF") assistance for qualified expenditures for private improvements at the Project Site; and

WHEREAS, subsequent to the Development Agreement, Developer requested additional changes to the project scope, timeline, and incentives package, to be considered for approval by the Redevelopment Authority and Green Bay Common Council.

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

- I. Amendments. The Development Agreement as previously approved on November 12, 2024, is hereby amended as follows:
 - a. In Section C of the Recitals, delete "fifty-five (55) market rate rental housing units" and replace with "sixty-six (66) market rate rental housing units". Also delete "floors one (1) and two (2)" and replace with "floor one (1)".
 - b. In Section D of the Recitals, delete both instances of "2024" and replace with "2025".
 - c. In Section D.1 of the Recitals, delete "Twenty-four thousand seven hundred sixty dollars (\$55,341.00) in total gross real estate taxes annually (assessed mill rate of \$19.34)" and replace with "Fifty-seven thousand and one dollar (\$57,001.00) in total gross real estate taxes annually (assessed mill rate of \$19.92)".
 - d. In Section D.2 of the Recitals, delete "Nine thousand nine hundred forty seven thousand dollars (\$22,234.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$7.77)" and replace with "Twenty-three thousand

two hundred thirty five dollars (\$23,235.38) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12)".

- e. In Section III.C.2 Tax Incentive Cap, delete "Four Million One Hundred Two Thousand Dollars (\$4,102,000.00)" and replace with "seven million dollars (\$7,000,000.00)."
- f. In Section IV.B, delete "April 1, 2025" and replace with "June 1, 2025".
- g. In Section IV.C, delete "April 1, 2025" and replace with "June 1, 2025".
- h. In Section IV.C.1, delete "Ten Million Dollars (\$10,000,000.00)" and replace with "Twelve Million Dollars" (\$12,000,000.00)".
- i. In Section IV.F, delete "April 1, 2025" and replace with "June 1, 2025".
- j. In Section IV.G, delete "April 1, 2025" and replace with "June 1, 2025".
- k. In Section IV.L, delete "January 1, 2023" and replace with "April 1, 2025" and delete "March 1, 2025" and replace with "December 31, 2026".
- l. Create new Section X.K and insert "Amendment. This Agreement may only be amended by a written instrument executed by both Parties, except as otherwise provided herein. The Agreement and all subsequent amendments shall supersede and renders null and void any prior agreements between the parties and constitutes the Parties' complete agreement."
- m. Sections X.K through X.S shall be re-lettered as X.L through X.T respectively.
- n. Replace Exhibit C, Preliminary Concept Plan with attached revised Preliminary Concept Plan

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER: Living Downtown, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of Living Downtown, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, AND LIVING DOWNTOWN LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, AND LIVING DOWNTOWN LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 24-06
425 PINE STREET REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2024
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
And LIVING DOWNTOWN, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
11-139	425 Pine Street	1.35	\$2,861,500.00

- B. The parcels listed above, along with any public property to be vacated, shall be referred to as the "Property." The Property comprises approximately one and thirty five hundredths (1.35) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the rehabilitation of an existing office building into a mixed-use building with approximately ~~fifty-five (55)~~ sixty-six (66) market rate rental housing units on floors ~~three (3)~~ two (2) through seven (7). Existing commercial uses on ~~floors one (1) and two (2)~~ floor one (1) will be retained as commercial uses. The Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, ~~2024~~ 2025, the Property has an aggregate assessed value of two million eight hundred sixty one thousand and five hundred dollars (\$2,861,500.00) which based on the assessed tax rates in effect as of January 1, ~~2024~~ 2025, the Property yields approximately:
1. ~~Twenty-four thousand seven hundred sixty dollars (\$55,341.00)~~ Fifty-seven thousand and one dollar (\$57,001.00) in total gross real estate taxes annually (assessed mill rate of ~~\$19.3492~~); and
 2. ~~Nine thousand nine hundred forty seven thousand dollars (\$22,234.00)~~ Twenty-three thousand two hundred thirty five dollars (\$23,235.38) in real estate taxes to the City of Green Bay annually (assessed mill rate of ~~\$7.778.12~~).
- E. Upon completion of Project, the City estimates the aggregate assessed property value of the Property to be at least nine million six hundred thousand dollars (\$9,600,000.00), which is anticipated to yield additional real estate taxes of approximately:

1. ~~One hundred eighty five thousand six hundred and sixty four dollars (\$185,664.00)~~ One hundred ninety-one thousand two hundred thirty-two dollars (\$191,232.00) in total gross real estate taxes annually (assessed mill rate of ~~\$19.3492~~); and
2. ~~Seventy-four thousand five hundred ninety two dollars (\$74,592.00)~~ Seventy-seven thousand nine hundred fifty-two dollars (\$77,952.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of ~~\$7.778.12~~).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new Rehabilitation or Conservation Tax Increment District (the “TID”) effective January 1, 2025, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; the construction of public works infrastructure; and design and engineering costs for the Project, which will constitute qualified expenditures for which TIF assistance may be afforded to the Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will remediate environmental contamination and/or enhance the physical landscape, rehabilitate structures with high-performance designs, systems, and finishes, create a significantly higher per-acre property value than adjacent properties and the City average, generate property taxes greater than the cost of providing infrastructure and services, rehabilitate structures for individuals of all ages and abilities, is located in places easy to reach on foot, bicycle, or transit, expand non-motorized transportation networks, expand our range of commercial real estate products, create and/or enhance unique public spaces, amenities, and art, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall

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

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be two million eight hundred sixty one thousand and five hundred dollars (\$2,861,500.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means LIVING DOWNTOWN, LLC or any assignee of the same.

- H. "Exhibits" means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
- I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. "Guaranteed Minimum" has the meaning set forth in Section III.B.1.a.
- K. "Plans and Specifications" means the plans and specifications developed for the Project.
- L. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- M. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- N. "Project" means the Project as defined in the Recitals.
- O. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches, decorative neighborhood signage, decorative lighting, or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- P. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, stormwater management and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- Q. "Qualified Expenditures" means any expenditures of City or Developer for the Project that are eligible for TIF Incentives as defined in Section III.B.2.

- R. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- T. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- U. “TID” means the future Tax Increment District to be created in 2025 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID’), effective January 1, 2025, with a life of 27 years, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- V. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- W. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.
- X. “Tax Incentive Cap” means as described and provided for in Section III.C.2 of this Agreement.

III. FINANCIAL ASSISTANCE

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide a TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value equal to the Eight Million Dollars (\$8,000,000.00) on or before January 1, 2026.
 - b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1

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

- d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2025, the TIF Increment would be determined as of January 1, 2026 and the PAYGo reimbursement would first be payable in 2027.
2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, as defined in Section II.P., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.
3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

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

- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed Eighty-Five Percent (85%) of the Available Tax Increment for the Property.
- 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of ~~Four Million One Hundred Two Thousand Dollars (\$4,102,000.00)~~ seven million dollars (\$7,000,000.00).
- 3. The City shall not be obligated to pay TIF Incentives in excess of the total amount of Qualified Expenditures incurred and paid by Developer.
- 4. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
- 5. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, an

provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID. The City and RDA shall take no action to close, dissolve or terminate the TID, unless otherwise required by law or by determination of the Wisconsin Department of Revenue, before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement.

- D. 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.
- E. Parking. It is the parties understanding that the Developer shall require access to and use of dedicated parking spaces within the vicinity of the Property. Accordingly, following the execution of this Agreement, the City and Developer shall endeavor to secure and execute a parking lease for the Pine Street Ramp with the City of Green Bay Department of Public Works Parking Division. The Developer shall have the option to terminate this Agreement if the parking lease cannot be agreed to and executed on or before December 31, 2024.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to December 1, 2024, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:
1. Any proposed changes in boundaries of the Property
 2. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to April-June 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to April-June 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Ten-Twelve Million Dollars (~~\$10~~12,000,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and

3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.

- G. Proof of Financing. By no later than April 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- J. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed and approvable applications for certification of occupancy shall be submitted no later than December 1, 2025. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- K. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- L. Copies of Documents. All documents from Developer to the City or RDA shall be submitted with one hard copy and one digital copy.
- M. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- N. Transfer or Sale of Project Property.
- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- O. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- P. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or

hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and

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

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

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

- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;

- c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. Q. 1. to IV Q. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

R. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency,

reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;

4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Withholding of TIF Payments. If an Event of Default occurs which remains uncured after any applicable cure period, the City may withhold TIF Funds and/or annual PAYGo Reimbursement payments until the Event of Default is cured and, upon such cure, the TIF Funds and/or PAYGo Reimbursement payments shall resume in full;
 2. Termination. Terminate this Agreement without further notice to Developer;
 3. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;
 4. Specific Performance. Sue for specific performance;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter

reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default;
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate upon expiration of the TID.
- C. Survival of Certain Provisions. Sections III. B. 3., III. B. 6., III. D., IV. E., IV. H., IV. J., IV. N. 2., IV. R., IV. S. 2., IV. U., 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. C., X. D., X. H., X. K., X. N., X. P., X. Q., and X. T. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to December 31, 2024 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:

1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
2. Upon receipt if hand-delivered to the party or person intended; or
3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City:	City of Green Bay Attn: City Clerk 100 North Jefferson Street Green Bay, WI 54301 e-mail: celestine.jefferys@greenbaywi.gov
To RDA:	Redevelopment Authority of the City of Green Bay Attention: Executive Director 100 North Jefferson Street, Room 608 Green Bay, WI 54301 e-mail: cheryl.renier-wigg@greenbayi.gov
To the Developer:	Living Downtown, LLC Attention: Tim J. Besaw 1150 Springhurst Drive Green Bay, WI 54304 e-mail: tim@besawrealty.com

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

K. Amendment. This Agreement may only be amended by a written instrument executed by both Parties, except as otherwise provided herein. The Agreement and all subsequent amendments shall supersede and renders null and void any prior agreements between the parties and constitutes the Parties' complete agreement.

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

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

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

~~N.O.~~ 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.

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

~~P.Q.~~ Priority Over Subsequent Liens. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. Developer's obligations stated herein shall be secured through maintained ownership of other property located within the future TID, currently known as Parcel 6H-1110-8, which may be modified through future development agreements. Owner warrants and represents that there will not be any mortgage or any other lien against Parcel 6H-1110-8 at the time this Development Agreement is recorded other than mortgages for the purchase of Parcel 6H-1110-8 and to finance costs of constructing a future redevelopment of Parcel 6H-1110-8.

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

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

~~S.T.~~ Due Authority. Developer shall provide to the City and RDA a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
Living Downtown, LLC

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2024, the above named _____, a member of Living Downtown, LLC, a Wisconsin limited liability

company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
LIVING DOWNTOWN, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
LIVING DOWNTOWN, LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

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

EXHIBIT A Property Map

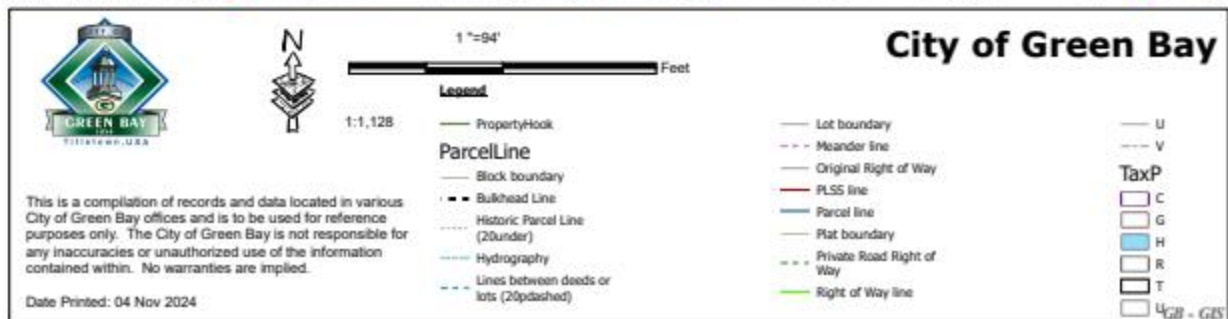
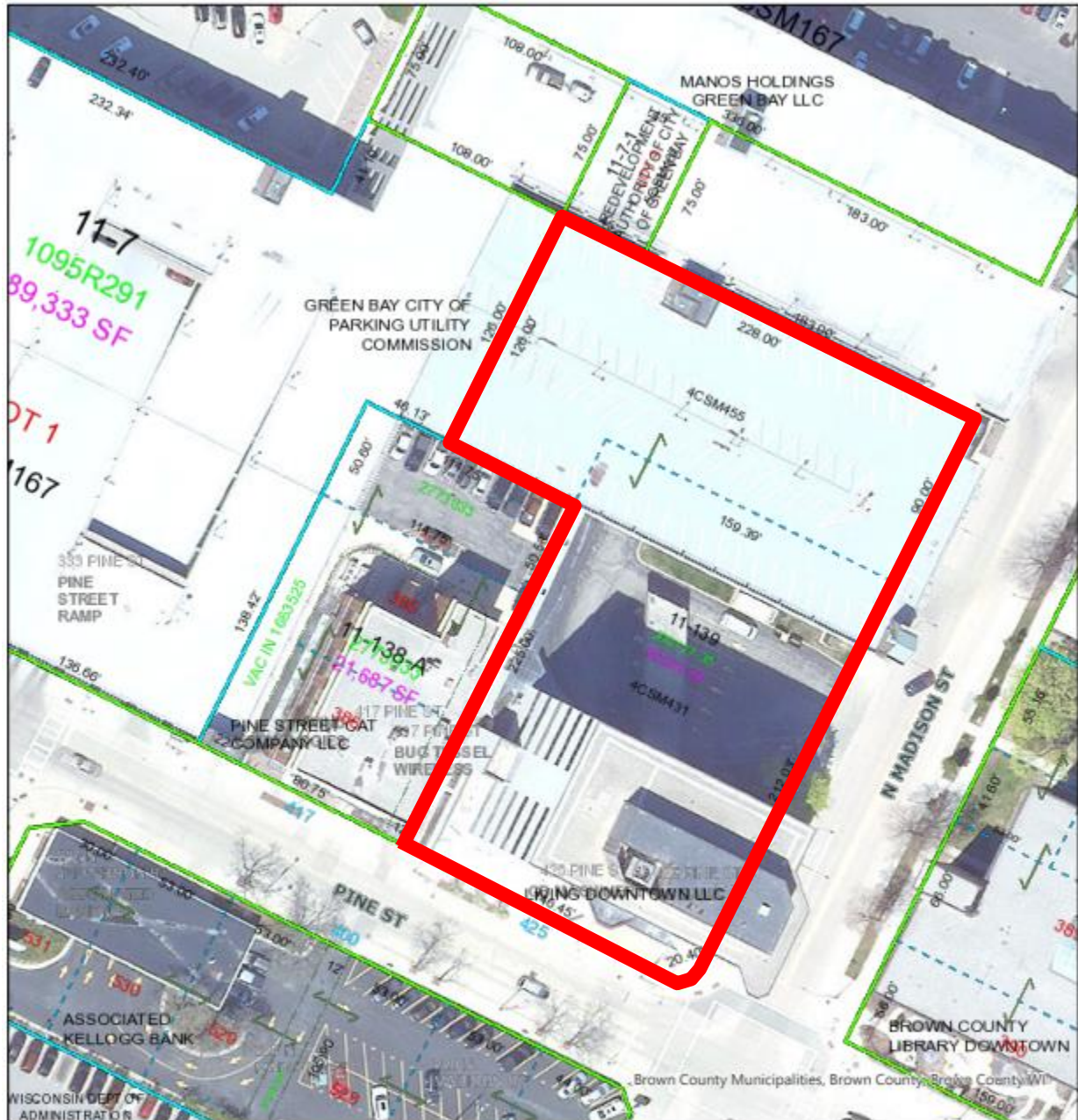
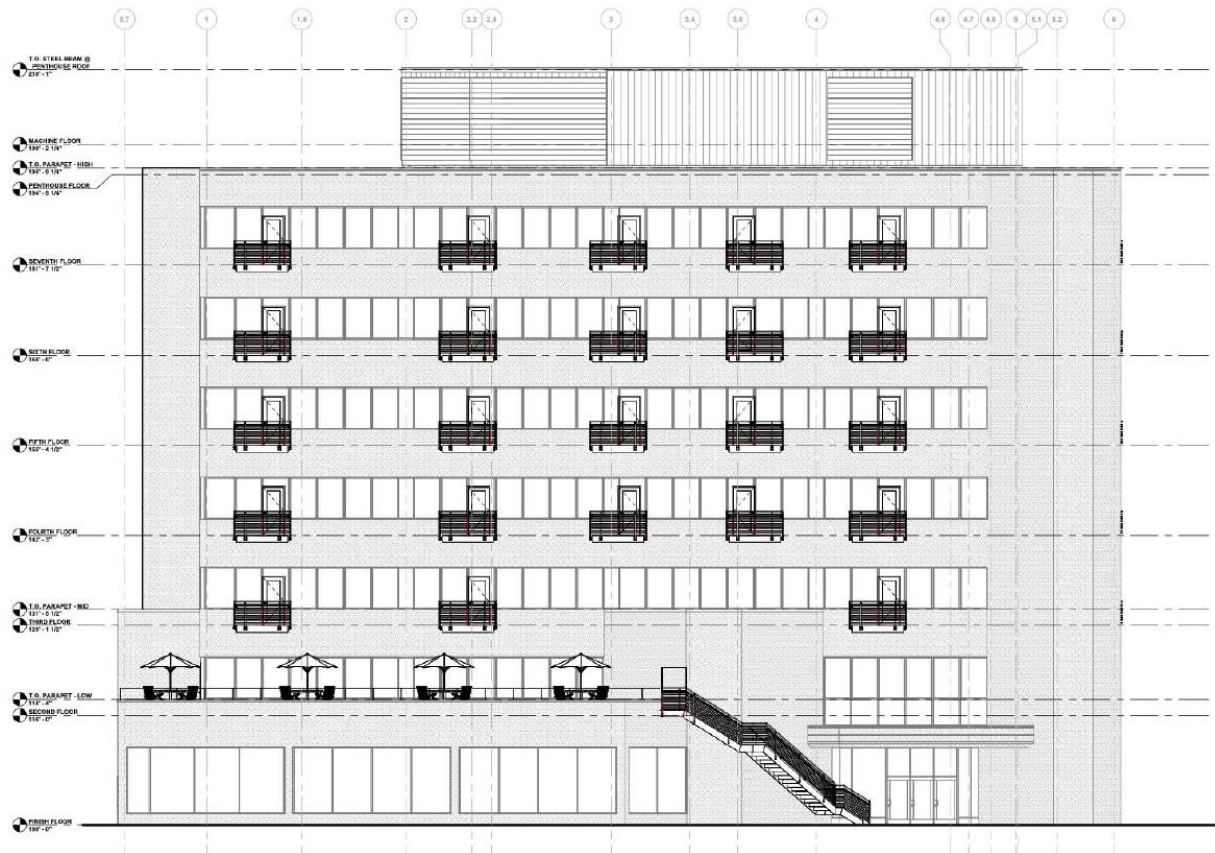


EXHIBIT B
Legal Description

Parcel 11-139

58,823 SQ FT ALL OF 4 CSM 431 MAP 1209 IN 777699 & ALL OF 4 CSM 455 MAP 1221 IN 779161
BNG PRT OF LOTS 140-144, 387 & 388 PLAT OF NAVARINO EX RD IN 1740152 & EX PCL 2 IN
2773033

EXHIBIT C
Amended Preliminary Concept Plan



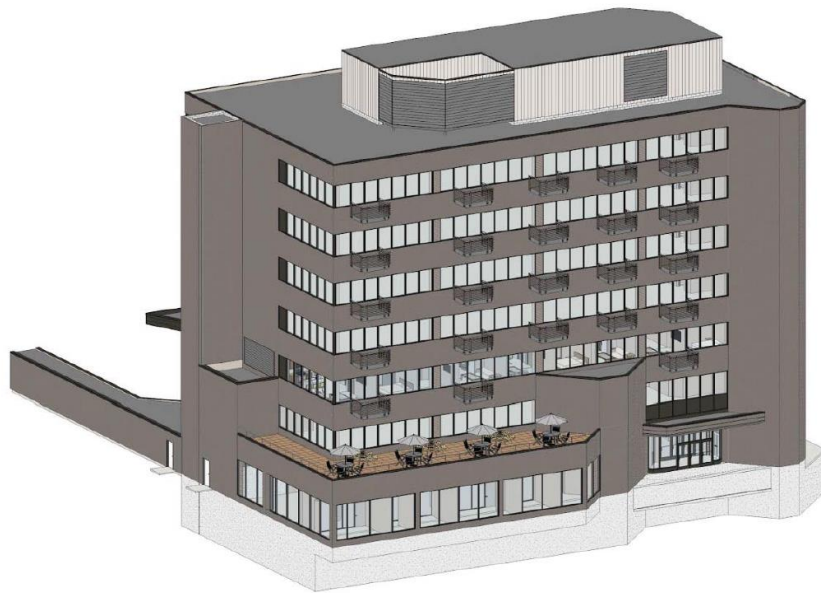
425 Pine St

US Bank Building:
Tax Assessment

Redevelopment:
 Office Conversion to
 Mixed Use
 Multi-Family

66 Suites

Affordability Component
 Quality Finishes



425 PINE STREET

GREEN BAY, WISCONSIN

Unit Mix & Building Program

Program

Floor 7	11 Apartment Units
Floor 6	11 Apartment Units
Floor 5	11 Apartment Units
Floor 4	11 Apartment Units
Floor 3	11 Apartment Units
Floor 2	11 Apartment Units
Floor 1	Bank Retail
Below Grade	Community Amenity Space



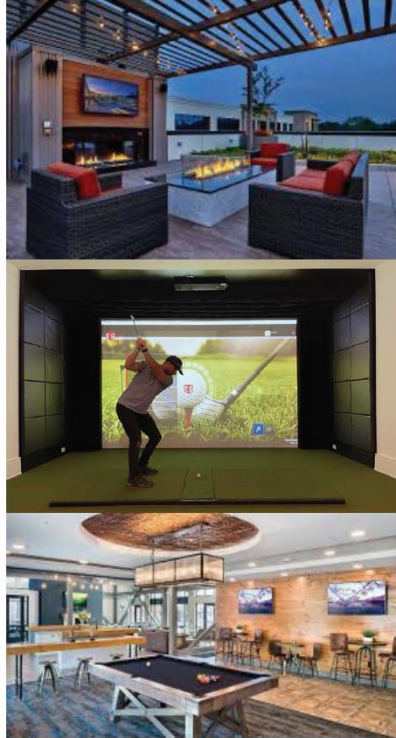
Proposed Finishes



Apartment Finishes:

- Balconies
- Solid surface countertops
- Black stainless appliances
- In-unit washer & dryer
- Soft close kitchen drawers
- Window Coverings
- Luxury Vinyl Plank Flooring in kitchen & living room
- Carpet in Bedrooms
- Vinyl in bathrooms
- ORI Pocket Office in select units

Proposed Property Amenities



The project is programmed to be a highly amenitized community, offering a variety of features to engage and enrich residents:

- Smart Apartment Technology
- Package Room
- Workout Room – Free Weights & Equipment
- Yoga Room
- Golf Simulator
- Community Room
- Covered Parking
- Bike Repair Station
- Electric Car Charging Station
- Concierge Platform
- High-Speed Internet
- Pet Washing Station
- Dog Run
- Business Center



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

Rebecca Finco, Staff

AGENDA ITEM # E.3

Consideration with possible action on Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1, 6H-1110-19).

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

BACKGROUND

Moski Corp. ("Developer") intends to complete a multi-family development that includes approximately thirty (30) market-rate rental units on an undeveloped 1.15-acre site located at 1116 Hobart Drive. The Project aligns with our Department's vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it:

- remediates environmental contamination and/or enhances the physical (soil, water, air) landscape
- develops structures with high-performance designs, systems, and finishes for individuals of all ages and abilities
- creates a significantly higher per acre property value than adjacent properties and the City average
- generates property taxes greater than the cost of providing infrastructure and services
- is located in a place easy to reach on foot, bicycle, or transit
- creates and/or enhances unique public spaces, amenities, and art

As of January 1, 2025, the Property has an aggregate assessed value of \$176,400.00. Based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:

- \$3,514.00 in total gross real estate taxes annually (assessed mill rate of \$19.92); and
- \$1,432.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

Upon completion of the Project, the City Assessor estimates the aggregate assessed value of the Property to be \$3,000,000.00, which is anticipated to yield real estate taxes of approximately:

- \$59,760.00 in total gross real estate taxes annually (assessed mill rate of \$19.92); and
- \$24,360.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

The Developer has requested Pay-As-You-Go (PAYGo) Tax Incremental Financing (TIF) assistance to cover a \$450,000.00 funding gap identified in their development pro forma. Therefore, the Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has

included the Property within Tax Increment District Number Twenty-Six: Southwest Woods ("TID 26" or the "TID"), which may provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement 2025-04 with Moski Corp. for a development project at 1116 Hobart Drive and 0 Hobart Drive (Tax Parcels 6H-1110-1 and 6H-1110-19) contingent upon a satisfactory review of the development pro forma and a positive recommendation from the City's finance consultant.

FISCAL IMPACT

The Developer has requested a TIF incentive that includes:

- PAYGo TIF Reimbursement - Eighty percent (80%) of the Available TID Increment to be provided to the Developer until all qualified expenditures have been repaid or until the TID expires or is earlier terminated.
- The City shall not be obligated to pay TIF Incentive in excess of the Tax Incentive Cap of \$4,500,000.00.

No levy dollars will be used for this project.

ATTACHMENTS

- I. Hobart Multifamily Development Agreement 4.08.2025



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 2025-04

1116 HOBART DRIVE MULTIFAMILY DEVELOPMENT

This Development Agreement is made this _____ day of _____, 2025,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and MOSKI CORP., 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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
6H-1110-1	1116 Hobart Drive	0.731	\$112,200
6H-1110-19	0 Hobart Drive	0.422	\$64,200

- B. The parcels listed above, shall be referred to as the "Property." The Property comprises approximately one and fifteen hundredth (1.15) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which includes the construction of a multi-family development with approximately thirty (30) market-rate rental units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2025, the Property has an aggregate assessed value of \$176,400, which based on the assessed tax rates in effect as of January 1, 2025, the Property yields approximately:
1. Three thousand five hundred fourteen dollars (\$3,514) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. One thousand four hundred thirty-two dollars (\$1,432) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be three million dollars (\$3,000,000), which is anticipated to yield approximately:
1. Fifty-nine thousand seven hundred sixty dollars (\$59,760) in total real estate taxes annually (assessed mill rate of \$19.92);
 2. Twenty-four thousand three hundred sixty dollars (\$24,360) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.12).

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

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Twenty Six ("TID 26" or the "TID"), which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the project remediates environmental contamination and/or enhances the physical landscape; encourages human-powered movement; interacts positively with adjacent properties and the neighborhood; expands our range of residential real estate products; builds new structures with high-performance designs, systems, and finishes; creates a significantly higher per acre property value than adjacent properties and the City average; generates property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City

or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be one hundred seventy-six thousand four hundred dollars (\$176,400).
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means MOSKI CORP., or any assignee of the same.
- H. "Exhibits" mean the supplementary reference information attached to this Development Agreement that shall include the following:
1. Exhibit A - Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Concept Plan
- I. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. "Plans and Specifications" means the plans and specifications developed for the Project.

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

- T. “TID” means Tax Increment District Number Twenty-Six (“TID 26” or the “TID”), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 26 in 2024; TID 26 terminates in 2051.
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. 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 shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2026, the TIF Increment would be determined as of January 1, 2027 and the PAYGo reimbursement would first be payable in 2028.
 - 2. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
 - a) Public Improvements, as defined in Section II.O., and environmental remediation, and asbestos abatement as required by State and Federal law; then

- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. D; then
 - c) Any other activity specifically approved by the City or RDA.
 - 3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
- C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:
- 1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty (80%) of the Available Tax Increment for the Property.
 - 2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of four hundred fifty thousand dollars (\$450,000) or the total amount of Qualified Expenses incurred and paid by Developer.
 - 3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 - 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
- D. 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.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to July 1, 2025, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
 - 1. The Developer shall submit a concept plan detailing the proposed Project improvements, including building elevations facing the public right-of-way. Building facades facing public

streets must be designed to enhance street interaction and visual appeal. The Developer shall grant the City any necessary easements for public improvements, infrastructure, ingress and egress, utilities, lighting, landscaping, or other essential access. All site and building plans are subject to review and approval by the City to ensure compliance with federal, state, and municipal code requirements.

- B. Construction Documents. Prior to July 1, 2025, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
- I. Developer shall submit all construction contracts, architectural drawings and plans and specifications for the improvements to be made. All site and building plans are subject to review and approval by the City for compliance with federal, state and municipal code requirements.
- C. Development Budget. Prior to July 1, 2025, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than three million nine hundred thousand dollars (\$3,900,000) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may

submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than May 1, 2025, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than May 1, 2025, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- I. Certified Survey Map. 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.
- J. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- K. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2025. Construction shall be completed and certificates of occupancy shall be obtained no later than December 31, 2026. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- L. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- M. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- P. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- Q. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
- I. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;

- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of

its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

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

S. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably

withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

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

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

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

- 1. Termination. Terminate this Agreement without further notice to Developer;
- 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise,

an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;

3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or

5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-three (23) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2048.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance

was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to , any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

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

To the City: City of Green Bay
Attn: City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3010

To RDA: Redevelopment Authority of the City of Green Bay
Attention: Executive Director
100 North Jefferson Street, Room 608
Green Bay, WI 54301
e-mail: Cheryl.Renier-Wigg@greenbaywi.gov
facsimile: 920-448-3426

To the Developer: MOSKI CORP.
Attention: Connor Kosmoski
1210 Main Street
Green Bay, WI 54302
e-mail: connor@kosmanagement.com

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

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- T. Due Authority. Developer shall provide to the City a copy of the Statement of Authority for Limited Liability Company on file with the State of Wisconsin Department of Financial Institutions.

[Signature pages follow]

Signature page 1 of 3

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

**DEVELOPER:
MOSKI CORP.**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2025, the above named _____, a member of MOSKI CORP., a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Cheryl Renier-Wigg, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

W MASON FRONTAGE RD

HOBART DR

6H-1110-1
1551909
0.796 AC
MP GB1 LLC

6H-1110-19
1501909
0.421 AC
MP GB1 LLC

6H-1110-14
1551909
0.421 AC
DONNA J DESSART

6H-1110
1551909
0.421 AC
DANIELLE M BAUMGART

6H-1110-10
1551909
0.421 AC
GRAHAM J D HUCK ETAL

W MASON FRONTAGE RD

CONDOMINIUM
Click to view owner names in popup

SUPERWASH-SUPERLUB CONDOMINIUM

6H-4332
6H-4333
UNITS 01 & 02
2069625

BESSON DALE D & WENDY A REVOCABLE TRUST

HOBART DR BURGUNDY APTS - 1131

HOBART DR BURGUNDY APTS - 1135

PLS & RENT LLC

City of Green Bay

Legend

1"=94'

Feet

1:1,128

ParcelLine

PropertyHook

Block boundary

Bulkhead Line

Historic Parcel Line (20under)

Hydrography

Lines between deeds or lots (20pdashed)

Lot boundary

Meander line

Original Right of Way

PLSS line

Parcel line

Plat boundary

Private Road Right of Way

Right of Way line

U

V

TaxP

C

G

H

R

T

U-GB

Date Printed: 04 Nov 2024

EXHIBIT B
Legal Description

Parcel 6H-1110-1

0.731 AC M/L S 130 FT OF N 330 FT OF W 247 FT OF LOT 15 SEC 29 T24N R20E EX ST

Parcel 6H-1110-19

0.422 AC M/L THAT PRT OF LOT 15 IN SEC 29 T24N R20E DESC IN 784 R 618 EX 1123 R 286

112 BUILDING
30 Unit 3 Story

Scale: 1/8" = 1'-0"

Duquaine Development
Robert Dr
112 Pods Green Bay, Wisconsin

LaPlant Architecture, LLC
3000 N. Lincoln Ave. Suite 200
Green Bay, WI 54303
Phone: 920.733.8888
Fax: 920.733.8889
www.laplanthome.com

Scale: 1/8" = 1'-0"

112





East facing Hobart Drive



North facing



South facing



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

MEETING DATE

April 8, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.4

Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a two-story, single-family home on the site located at 1216 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 three single-family homes on the sites located at 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway Street. These sites are all zoned S-LRI-Special Purpose Residential Light Industrial and were purchased using Neighborhood Enhancement Funds.

Habitat has offered to purchase 1216 S. Broadway for \$14,700. This site will include a 2-story, single-family home with 6 bedrooms, 2.5 baths and a 1.5-stall detached garage.

Staff have worked cooperatively with Habitat on a design that matches the needs of the families as well as the neighborhood, along with additional zoning requirements. 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.

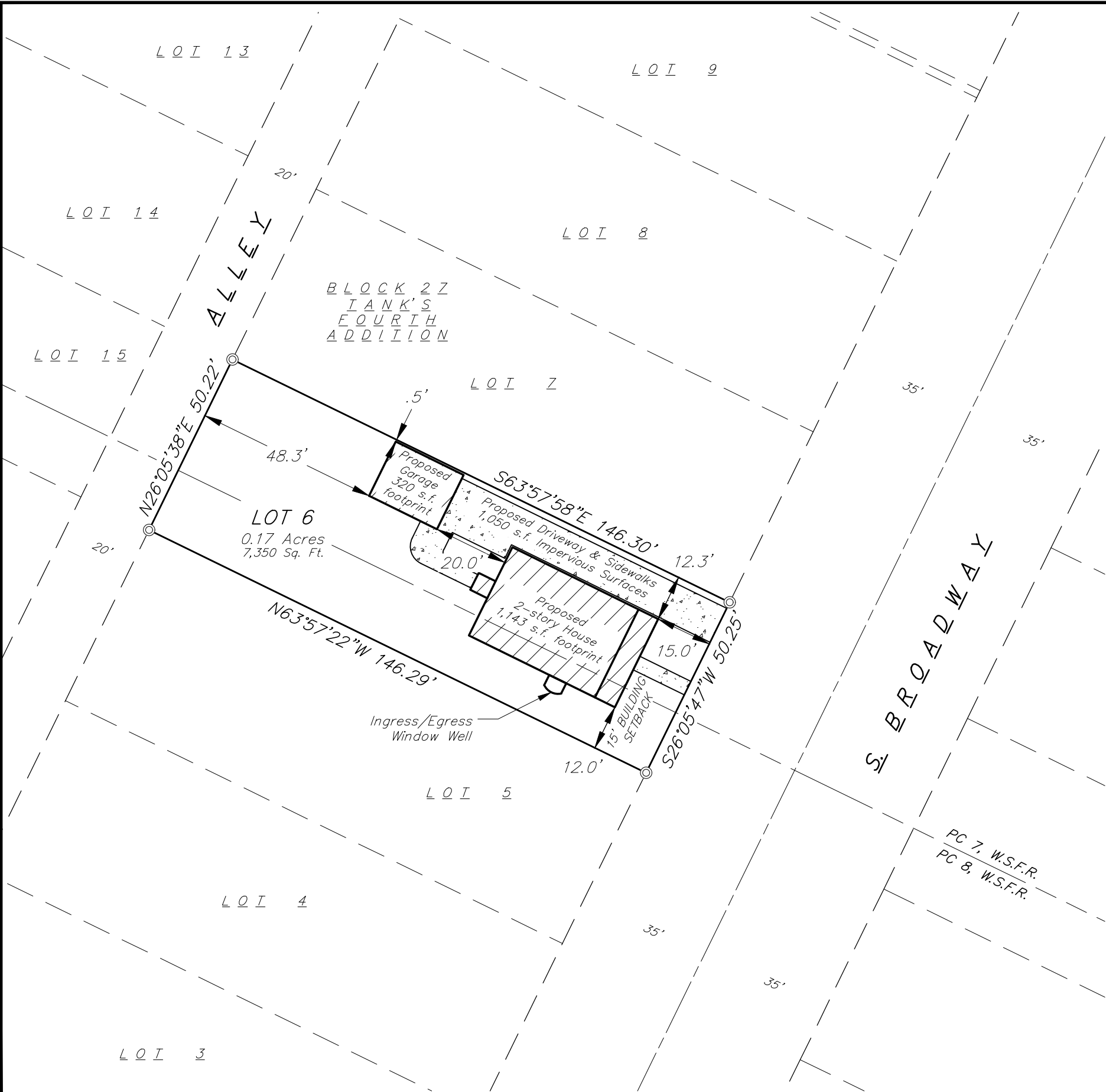
RECOMMENDATION

To recommend a one-year development agreement for the construction of a 2-story, single-family home on the site located at 1216 S. Broadway.

FISCAL IMPACT

ATTACHMENTS

1. 2 Story 1216 S. Broadway Site Plan
2. 2 story design for Broadway
3. GIS



SITE PLAN

Lot 6, Block 27 of the recorded C.L.A. Tank's 4th Addition, located in Private Claims 7 & 8, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.
~ 1216 S. Broadway ~



GRAPHIC SCALE: 1" = 30'

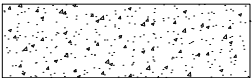


LEGEND

⊙ POINT OF RECORD



PROPOSED BUILDING



PROPOSED CONCRETE

TAX PARCEL: 1-851
FIELDWORK COMPLETED: XX/XX/XX

SHEET
1 OF 1

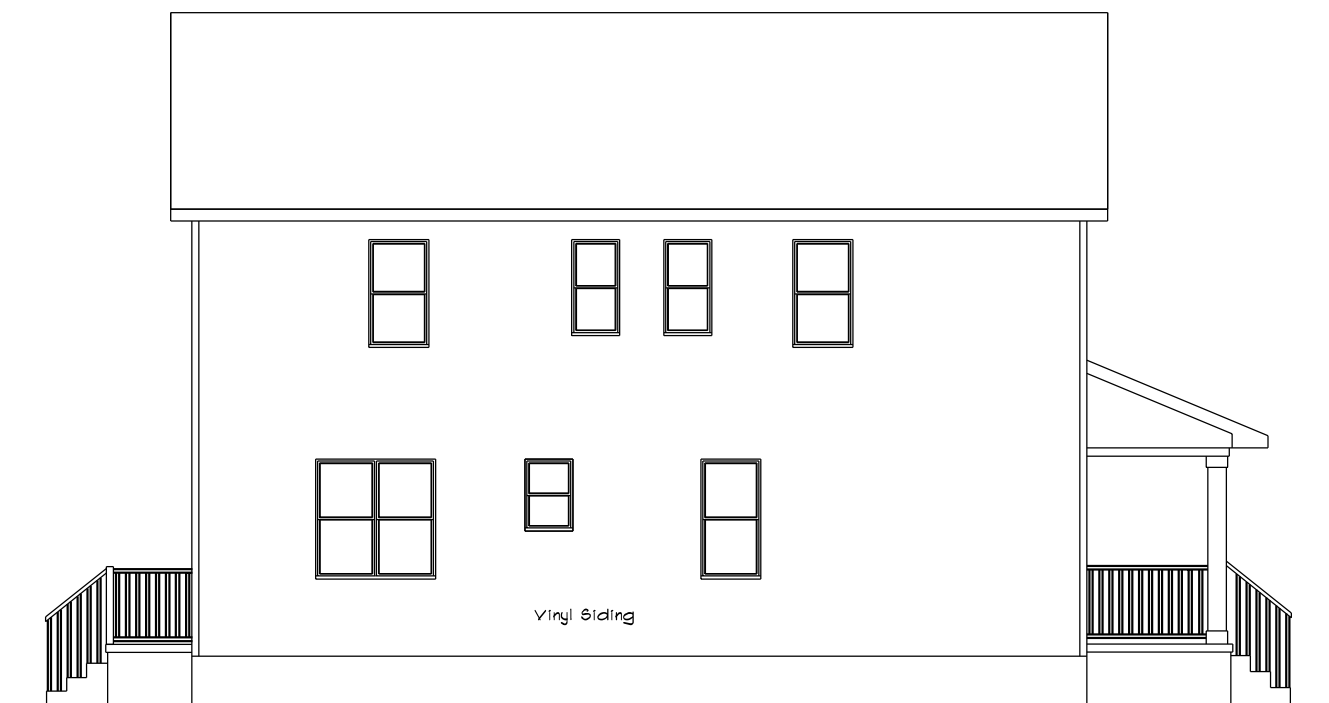
SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SURVEYED FOR:
Habitat for Humanity
1967 Allouez Ave.
Green Bay, WI 54311
Drawing NO.: X-2022

Job #: 250161
Date: 01/28/2025
Rev: 03/12/2025
Drafted By: CMUE
Checked By:

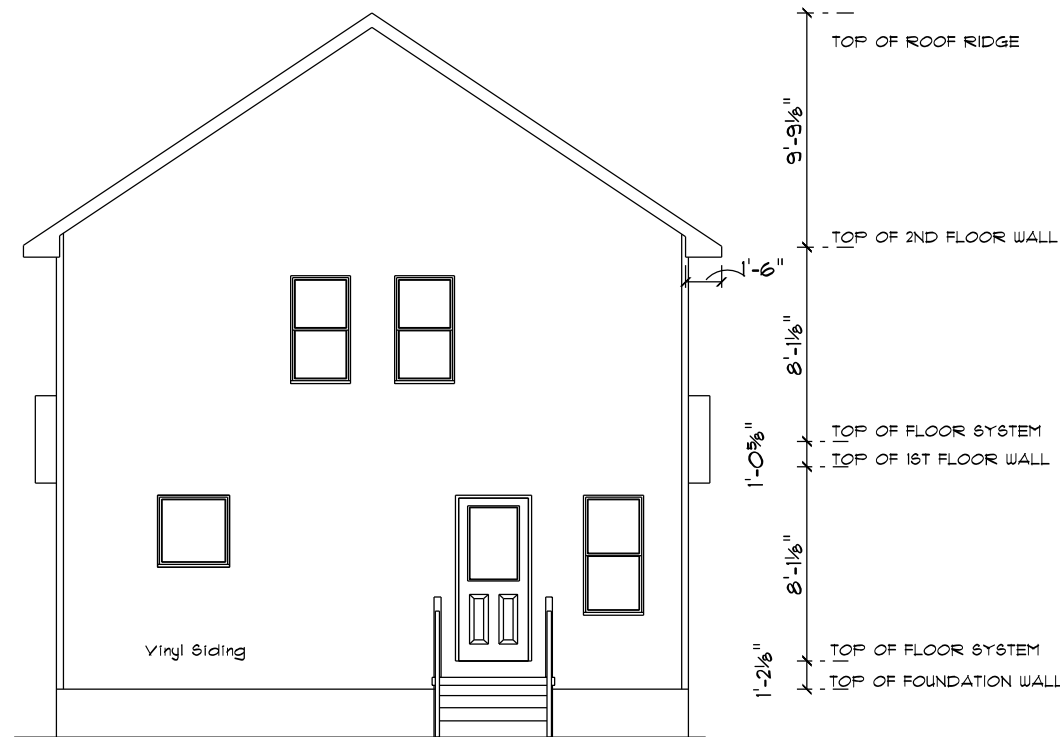


vierbicher
planners | engineers | advisors



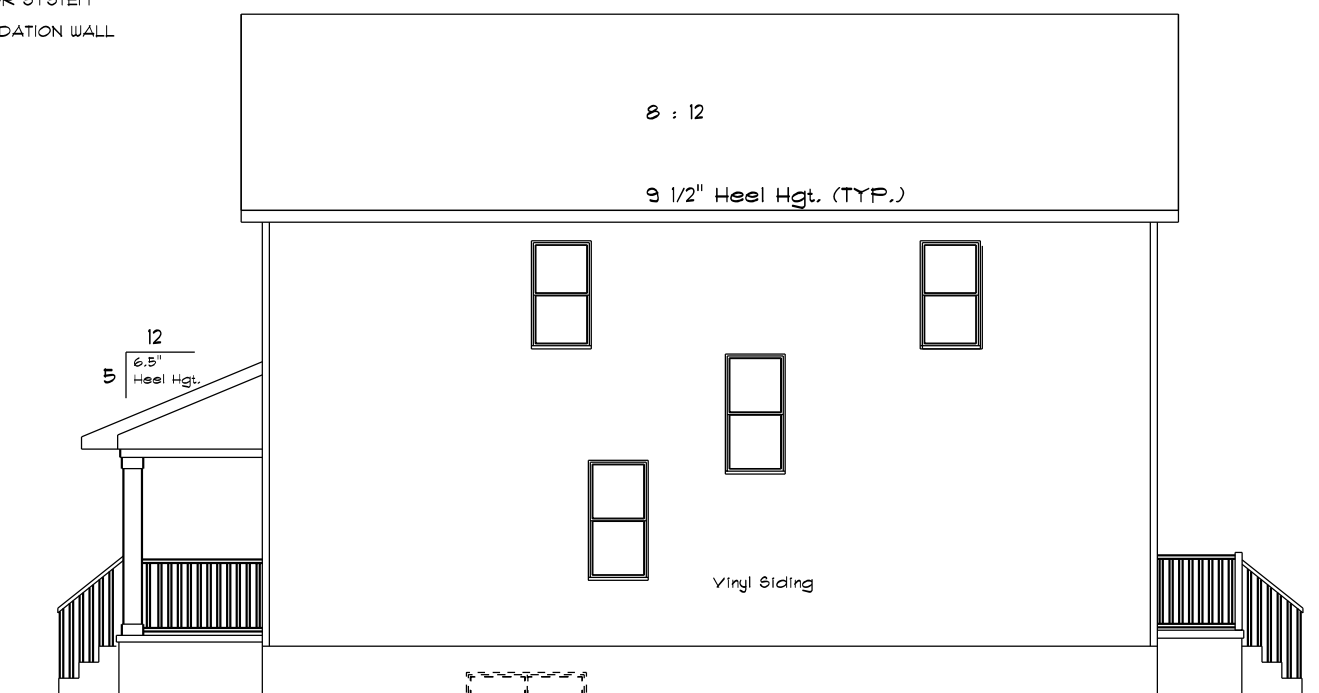
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

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

SQUARE FOOTAGE:

FIRST FLOOR:	961
SECOND FLOOR:	961
FINISHED BASEMENT:	525
COVERED PORCH:	156

NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT WISCONSIN BUILDING SUPPLY PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

OFFICE:
11930 LARSEN ROAD
GREEN BAY, WI 54303
PHONE (920)436-5080
FAX (920)434-3570

COMPONENTS:
1145 MORRIS TERRACE
GREEN BAY, WI 54303
PHONE (920)436-5034
FAX (920)436-1215

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54301-0001

Wisconsin
BUILDING SUPPLY

CUSTOM DESIGNED FOR:
Greater Green Bay - Habitat For Humanity

JOB NAME: 1203 Chicago Street

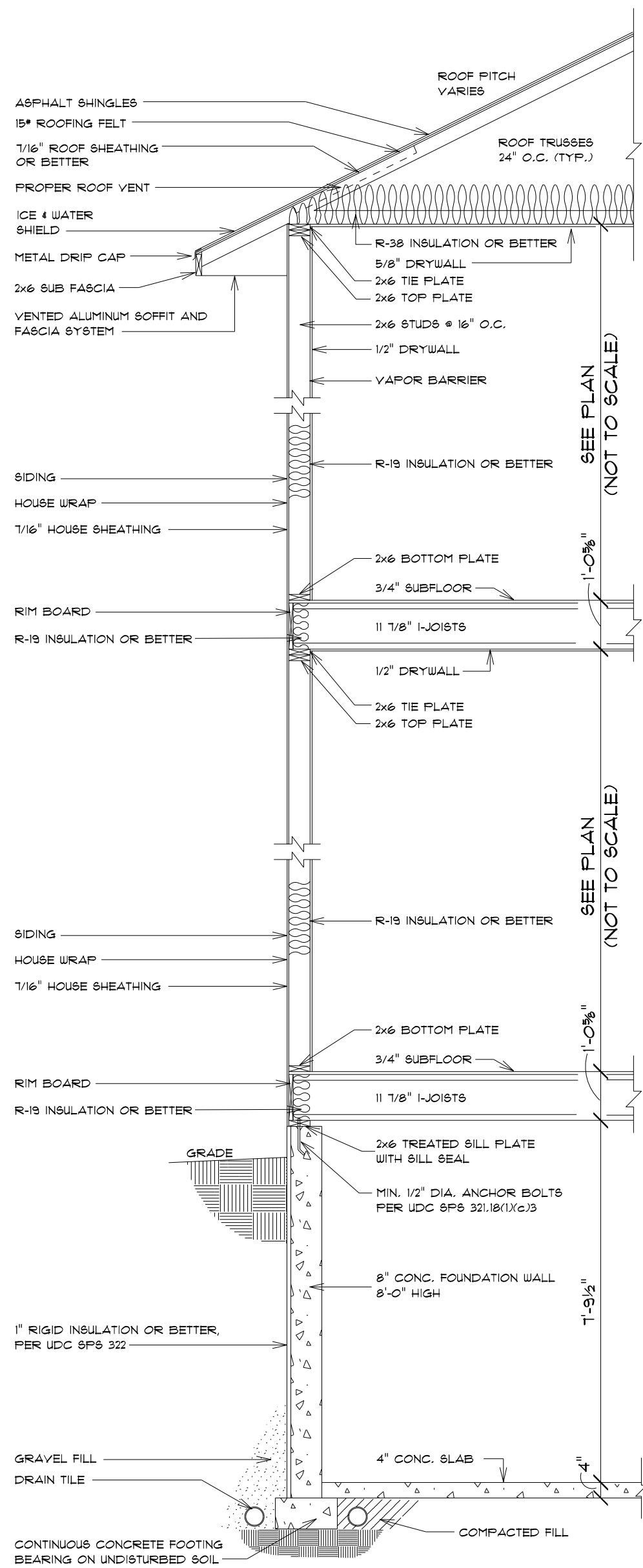
DATE: April 9, 2019

DRAWN BY: Andy Stank

PLAN #:
19-148-T
(BASED OFF OF
PLAN #16-0917)

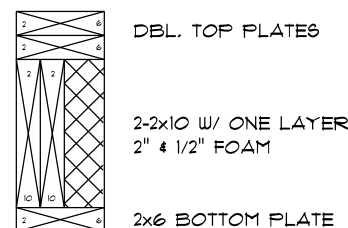
REVISIONS:

6/7/19 AVS



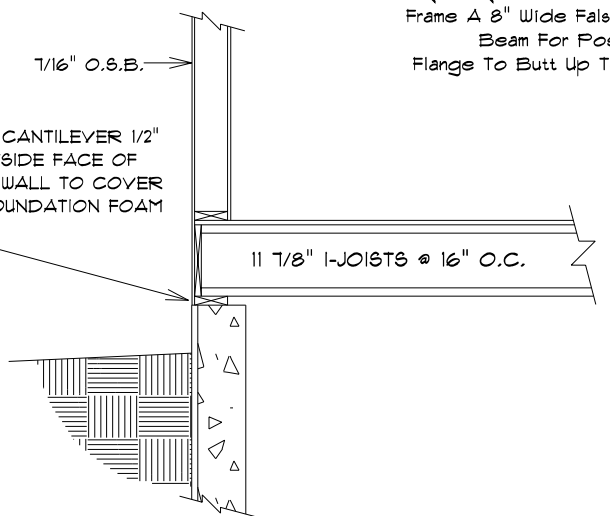
TYPICAL TWO STORY SECTION
SCALE: 3/8" = 1'-0"

ALL ITEMS TO BE VERIFIED BY CONTRACTOR

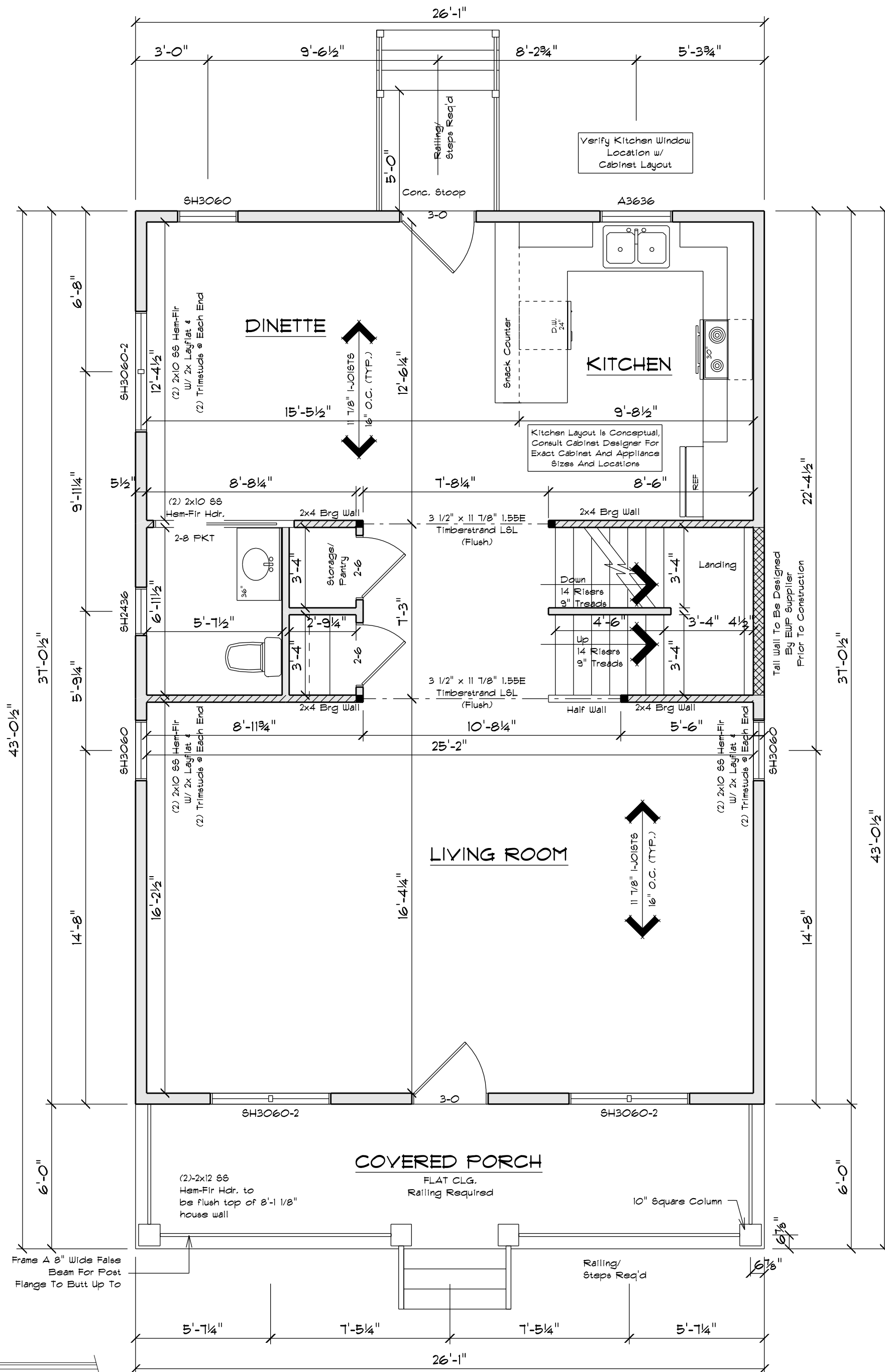


EXTERIOR WALL HEADERS

FRAMING TO CANTILEVER 1/2" BEYOND OUTSIDE FACE OF FOUNDATION WALL TO COVER MINIMUM 1" FOUNDATION FOAM



BOX SILL DETAIL
SCALE: 3/8" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"
8'-1 1/8" CLG. HGT.

SQUARE FOOTAGE:

FIRST FLOOR:	967
SECOND FLOOR:	967
FINISHED BASEMENT:	525
COVERED PORCH:	156

PLAN SPECIFICATIONS:

• THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8' X 8'-0" FOURED CONCRETE
PORCH/PATIO FOUNDATION:
8" FOURED CONCRETE, MIN. 4'-0" TALL
HOUSE EXTERIOR:
FIRST FLOOR: 2 X 4 X 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 X 6 X 8'-1 1/8", STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 X 4 X 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 X 4 X 8'-1 1/8", STUDS @ 16" O.C.
• TALL WALLS ARE EXTERIOR WALLS WITH STUDS TALLER THAN 10'-0" AND NEED TO BE DESIGNED BY ENGINEERED WOOD PRODUCTS SUPPLIER
• TAPERED WALLS ARE TO BE FRAMED TO UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:

BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 9/16" - 13 TREADS @ 9"
FIRST FLOOR TO SECOND FLOOR:
14 RISERS @ 7 13/16" - 13 TREADS @ 9"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
11 7/8" I-JOISTS @ 16" O.C.
SECOND FLOOR:
11 7/8" I-JOISTS @ 16" O.C.
STD. LOADING (PER SQ. FT.):
40* LL, 10* DL
ADDITIONAL LOADING (PER SQ. FT.):
10* TCFL FOR TILE FLOOR
25* TCFL FOR GRANITE
DEFLECTION: LL4/480 DL4/240
DURATION OF LOAD: 100%
• FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30* TOLL, 10* TCFL, 10* BCFL
DEFLECTION: LL4/240 DL4/180
DURATION OF LOAD: 115%
• FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATION OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT ANCHORING REQUIREMENTS

HEADERS:

• STD. HEADERS: (2) 2X10 HEM-FIR SELECT STRUCTURAL WITH 2X LAYFLAT (SEE DETAIL)
• TOP OF WINDOW R.O.S.
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
• MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:

• ALLIANCE VINYL WINDOWS
• MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:

• THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE GENERAL CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES WATER HEATER
SUMP PIT & PUMP FURNACE
• BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN
• FOURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
• STEEL COLUMNS TO SUPPORT 12,000*
• INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING
• CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SP8 320.24. THE MOST RESTRICTIVE STANDARDS OF SP8 321.5 + SP8 321.8, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED
• ASSUMED SOIL CAPACITY IS 3,000 PSF, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL BEARING CONDITIONS
• ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER UI SP8 321.10
• DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR
• FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW
• PLAN IS DRAWN ACCORDINGLY FOR 3 1/4" CASING
• ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
• BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
• FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)
• ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/ PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM.

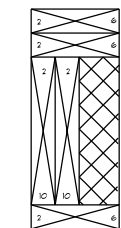
CUSTOM DESIGNED FOR:			
Greater Green Bay - Habitat For Humanity			
JOB NAME:	1203 Chicago Street	REVISIONS:	
DATE:	April 9, 2019	DRAWN BY:	Andy Stanku
		6/7/19 AJS	
PLAN #:	19-148-T		
	(BASED OFF OF PLAN #6-031-T)		

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

OFFICE:
11930 LARSEN ROAD
GREEN BAY, WI 54303
PHONE (920)456-5080
FAX (920)454-9510
COMPONENTS:
1155 MORRIS TERRACE
GREEN BAY, WI 54303
PHONE (920)456-5054
FAX (920)456-1215

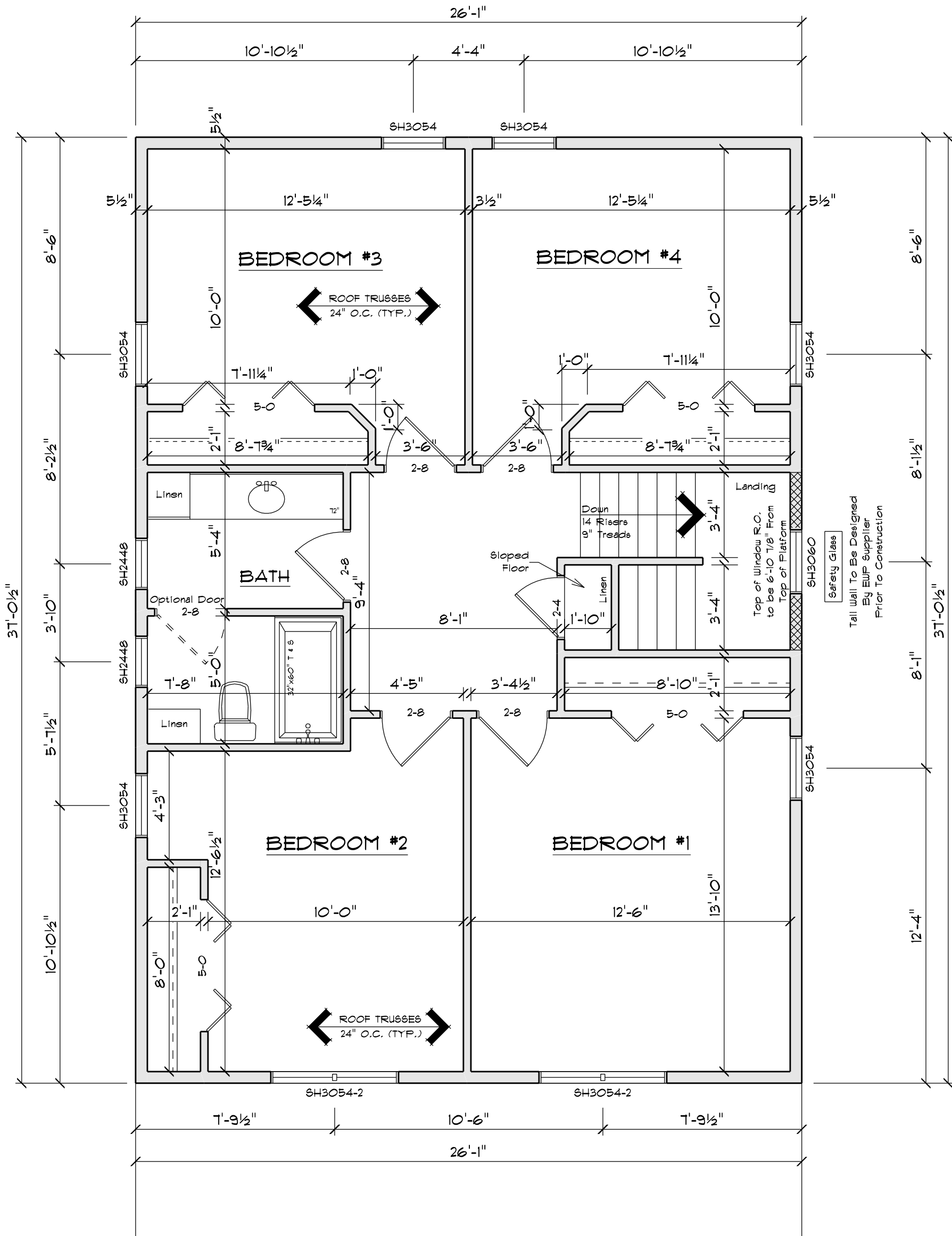
MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54307-0001
Wisconsin
BUILDING SUPPLY



EXTERIOR WALL HEADERS

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM.



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"
8'-1 1/8" CLG. HGT.

SQUARE FOOTAGE:

FIRST FLOOR:	967
SECOND FLOOR:	967
FINISHED BASEMENT:	525
COVERED PORCH:	156

PLAN SPECIFICATIONS:

• THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8" X 8'-0" POURED CONCRETE
PORCH/PATIO FOUNDATION:
8" POURED CONCRETE, MIN. 4'-0" TALL
HOUSE EXTERIOR:
FIRST FLOOR: 2 X 6 X 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 X 6 X 8'-1 1/8", STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 X 4 X 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 X 4 X 8'-1 1/8", STUDS @ 16" O.C.
• TALL WALLS ARE EXTERIOR WALLS WITH STUDS TALLER THAN 10'-0" AND NEED TO BE DESIGNED BY ENGINEERED WOOD PRODUCTS SUPPLIER
• TAPERED WALLS ARE TO BE FRAMED TO UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:

BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 3/16" - 13 TREADS @ 9"
FIRST FLOOR TO SECOND FLOOR:
14 RISERS @ 7 13/16" - 13 TREADS @ 9"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB

FIRST FLOOR:
11 1/8" JOISTS @ 16" O.C.

SECOND FLOOR:
11 1/8" JOISTS @ 16" O.C.

STD. LOADING (PER SQ. FT.):
40# LL, 10# DL

ADDITIONAL LOADING (PER SQ. FT.):
10# TCFL FOR TILE FLOOR

10# TCFL FOR GRANITE

DEFLECTION: LL+L/480 DL+L/240

DURATION OF LOAD: 1.00%

• FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.

DESIGNED FOR BROWN COUNTY - ZONE #2

STD. LOADING (PER SQ. FT.):
30# TCFL, 10# TCFL, 10# BCDL

DEFLECTION: LL+L/240 DL+L/180

DURATION OF LOAD: 1.15%

• FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT ANCHORING REQUIREMENTS

HEADERS:

• STD. HEADERS: (2) 2X10 HEM-FIR SELECT STRUCTURAL WITH 2X LAYFLAT (SEE DETAIL)

• TOP OF WINDOW R.O.S.

FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR

SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR

• MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:

• ALLIANCE VINYL WINDOWS

• MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:

• THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE GENERAL CONTRACTOR:

BASEMENT WINDOWS FLOOR DRAINS

ELECTRIC SERVICES WATER HEATER

SUMP PIT & PUMP FURNACE

• BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN

• POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE

• STEEL COLUMNS TO SUPPORT 12,000#

• INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING

• CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SPB 320.24. THE MOST RESTRICTIVE STANDARDS OF SPB 321.15 - SPB 321.18, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED

• ASSUMED SOIL CAPACITY IS 3,000 PSF, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL BEARING CONDITIONS

• ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER WJ SPB 321.10

• DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR

• FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW

• PLAN IS DRAIN ACCORDINGLY FOR 3 1/4" CASING

• ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD

• BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION

• FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)

• ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/ PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

OFFICE:

11930 LARGEN ROAD
GREEN BAY, WI 54303
PHONE (920)456-5080
FAX (920)454-9570

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ITVS MORaine TERRACE
GREEN BAY, WI 54303
PHONE (920)456-5054
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MAILING ADDRESS:

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GREEN BAY, WI 54307-0001



Wisconsin
BUILDING SUPPLY

CUSTOM DESIGNED FOR:
Greater Green Bay - Habitat For Humanity

JOB NAME: 1203 Chicago Street

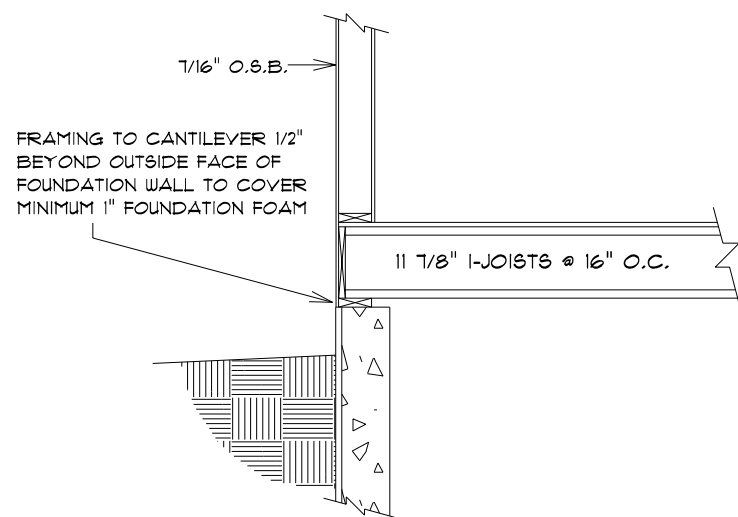
DATE: April 9, 2019

DRAWN BY: Andy Blake

PLAN #:
19-148-T
(BASED OFF OF
PLAN #6-0917)

REVISIONS:

6/7/19 AYS

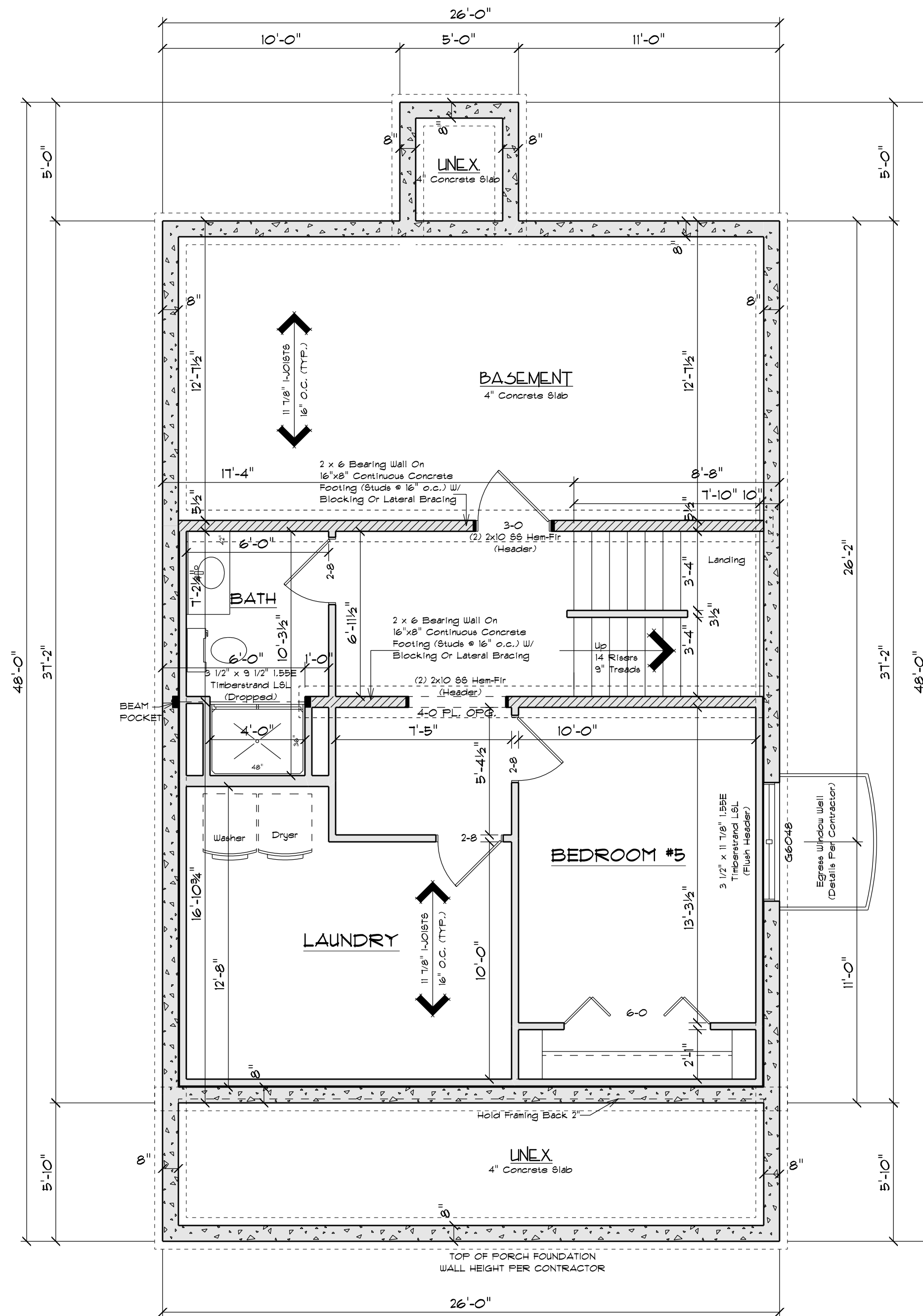


BOX SILL DETAIL

SCALE: 3/8" = 1'-0"

NOTE:

EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION WALLS. EXTERIOR FRAMED HOUSE WALLS ARE TO BE HELD OUT 1/2" TO FLUSH WALL SHEATHING OUT WITH 1" FOUNDATION FOAM



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"
8'-0" FOUNDATION WALL HGT.

SQUARE FOOTAGE:

FIRST FLOOR: 967
SECOND FLOOR: 967
FINISHED BASEMENT: 525
COVERED PORCH: 156

PLAN SPECIFICATIONS:

THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8' X 8'-0" POURED CONCRETE
PORCH/PATIO FOUNDATION:
8' POURED CONCRETE, MIN. 4'-0" TALL
HOUSE EXTERIOR:
FIRST FLOOR: 2 X 6 X 8'-1 1/8" STUDS @ 16" O.C.
SECOND FLOOR: 2 X 6 X 8'-1 1/8" STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 X 4 X 8'-1 1/8" STUDS @ 16" O.C.
SECOND FLOOR: 2 X 4 X 8'-1 1/8" STUDS @ 16" O.C.
TALL WALLS ARE EXTERIOR WALLS WITH STUDS
TALLER THAN 10'-0" AND NEED TO BE DESIGNED
BY ENGINEERED WOOD PRODUCTS SUPPLIER
TAPERED WALLS ARE TO BE FRAMED TO
UNDERSIDE OF SCISSOR ROOF TRUSSES

STAIR INFORMATION:

BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 3/16" - 13 TREADS @ 9"
FIRST FLOOR TO SECOND FLOOR:
14 RISERS @ 7 13/16" - 13 TREADS @ 9"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
11 1/8" JOISTS @ 16" O.C.
SECOND FLOOR:
11 1/8" JOISTS @ 16" O.C.
STD. LOADING (PER SQ. FT.):
40' LL, 10' DL
ADDITIONAL LOADING (PER SQ. FT.):
10' TCDL FOR TILE FLOOR
25' TCDL FOR GRANITE
DEFLECTION: LL/LL/240 D/L/180
DURATION OF LOAD: 1.00%
FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS
TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH
HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30' TCDL, 10' TCDL, 10' BCDL
DEFLECTION: LL/LL/240 D/L/180
DURATION OF LOAD: 1.15%
FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO
VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND
THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT
ANCHORING REQUIREMENTS

HEADERS:

STD. HEADERS: (2) 2X10 HEM-FIR SELECT STRUCTURAL
WITH 2X LAYFLAT (SEE DETAIL)
TOP OF WINDOW R.O.S:
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL
OPENINGS 6'-0" AND LARGER

WINDOWS:

ALLIANCE VINYL WINDOWS
MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT
R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY
THAT ALL CODE REQUIREMENTS ARE MET

GENERAL INFORMATION:

THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE
FOUNDATION BY THE GENERAL CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES WATER HEATER
SUMP PUMP & FURNACE
BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS
IF NOT NOTED ON THE FOUNDATION PLAN
POURED CONCRETE FOOTINGS TO BEAR ON
UNDISTURBED SOIL BELOW THE FROST LINE
STEEL COLUMNS TO SUPPORT 12,000#
INTERIOR BEARING WALLS TO SIT ON CONTINUOUS
CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR
LATERAL BRACING
CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE
TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW
STANDARDS PER SPB 320.24. THE MOST RESTRICTIVE
STANDARDS OF SPB 321.15 - SPB 321.18, ACI 318-14,
AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT,
IF NEEDED, MUST BE FOLLOWED
ASSUMED SOIL CAPACITY IS 3,000 PSF, FTG SIZES
MUST BE ADJUSTED FOR VARYING SITE DETERMINED
SOIL BEARING CONDITIONS
ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST
BE PRESSURE TREATED LUMBER AS PER W/ SPB 321.10
DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN
FOUNDATION WALLS AND LOCATION OF WINDOW WALLS TO
BE DETERMINED ON SITE BY GENERAL CONTRACTOR
FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT
LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S)
AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE
FOUNDATION WALLS BELOW
PLAN IS DRAIN ACCORDINGLY FOR 3 1/4" CASING
ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE
AND GARAGE (SEE CODE FOR DETAILS)
ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT
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Wisconsin
BUILDING SUPPLY

CUSTOM DESIGNED FOR:
Greater Green Bay - Habitat For Humanity

JOB NAME: 1203 Chicago Street

DATE: April 9, 2019

DRAWN BY: Andy Slanks

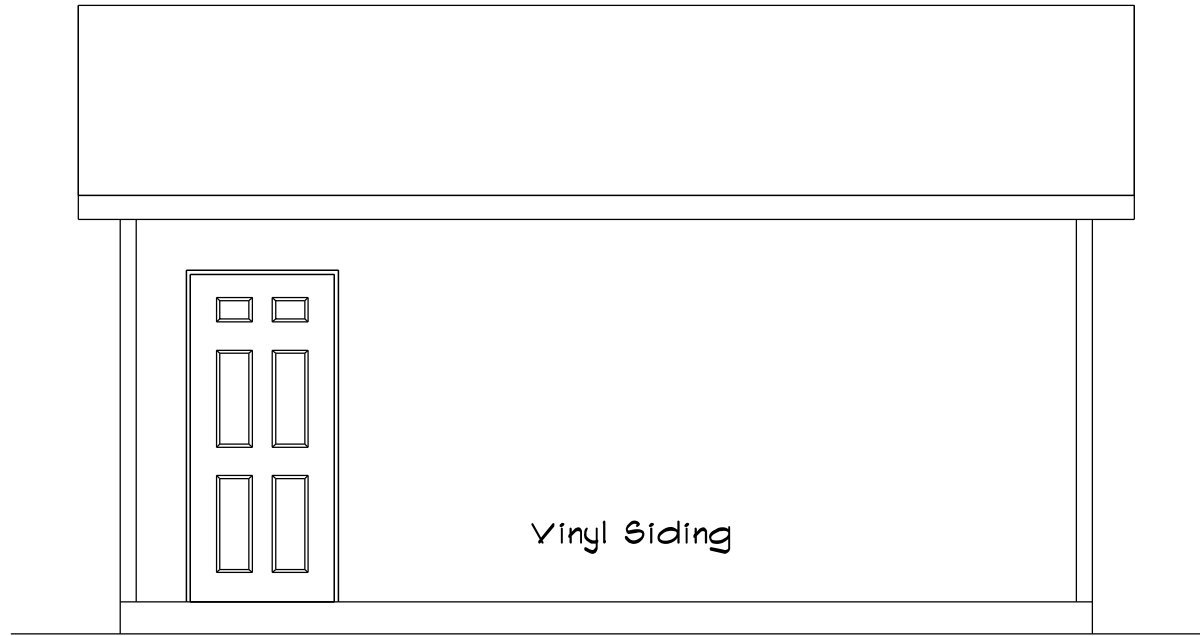
PLAN #:

19-148-T

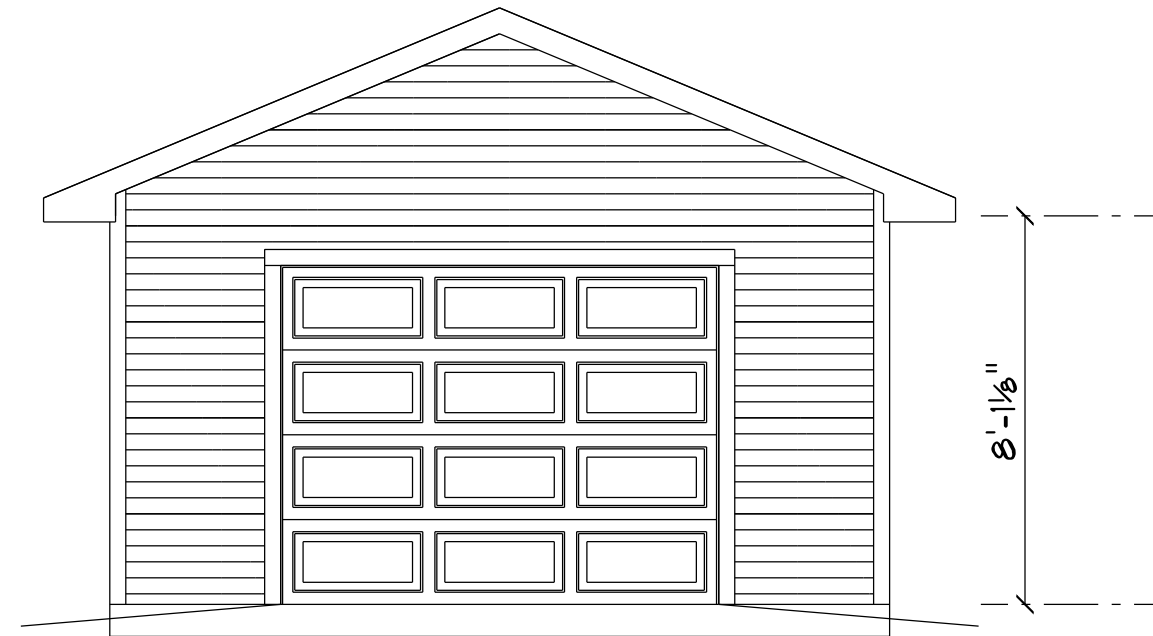
(BASED OFF OF
PLAN #16-0817)



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



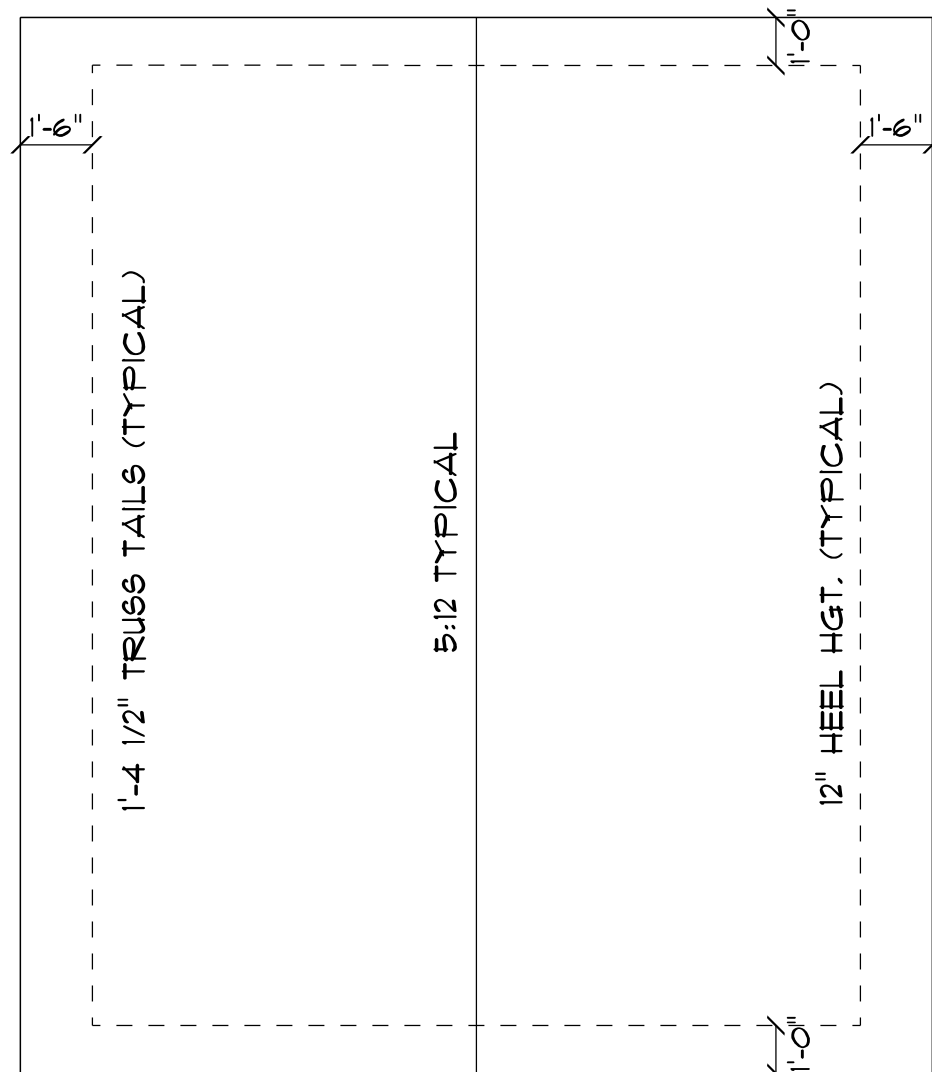
RIGHT PLAN
SCALE: 1/4"=1'-0"



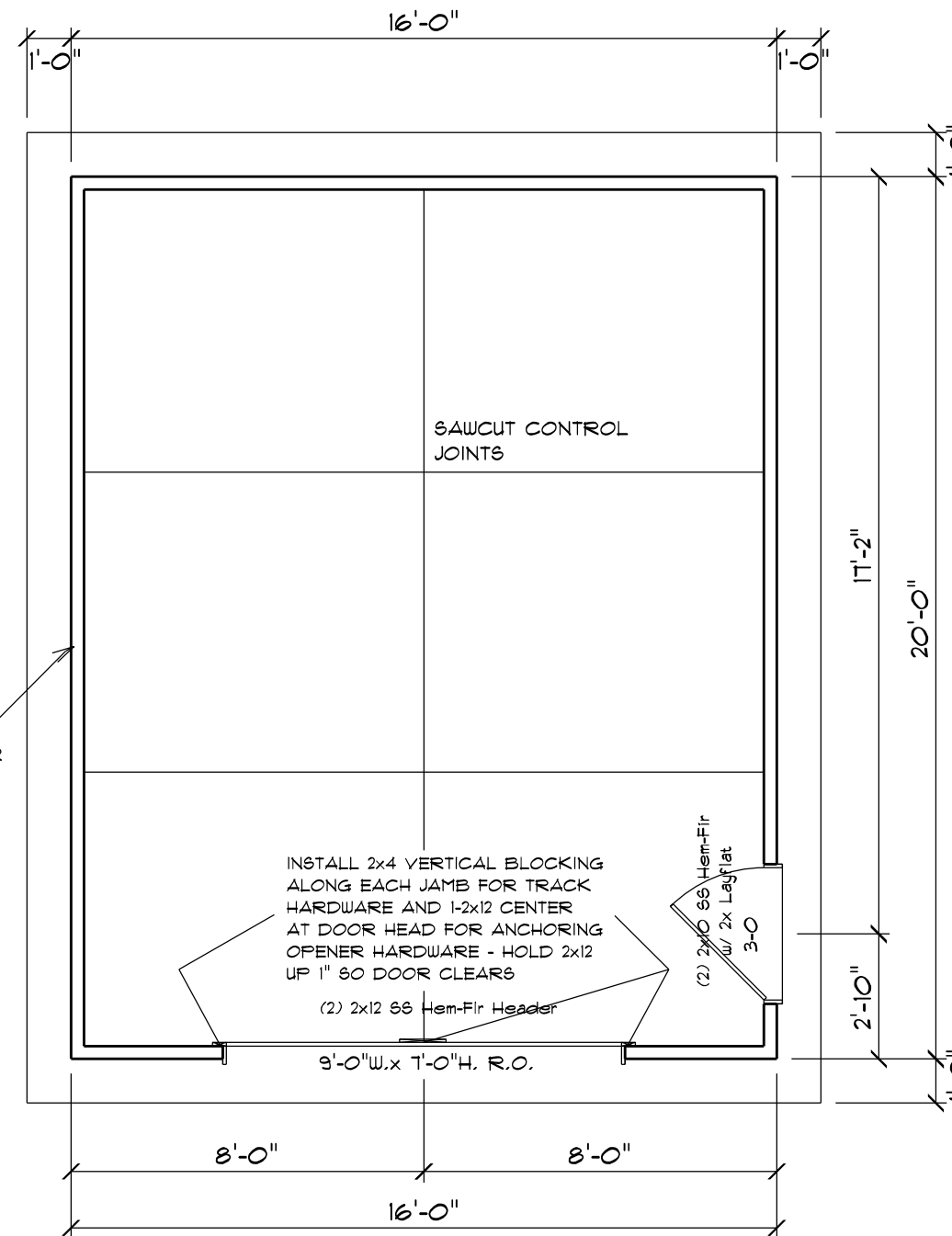
FRONT PLAN
SCALE: 1/4"=1'-0"



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



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



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

NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT LOCAL BUILDING OFFICAL TO VERIFY IF BRACING IS REQUIRED FOR GARAGE PLAN PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

CUSTOM DESIGNED FOR: Greater Green Bay - Habitat For Humanity			
JOB NAME: 1209 Chicago Street			
DATE: April 9, 2019		REVISIONS:	
DRAWN BY: Andy Stalke		6/7/19 AVS	
PLAN #: (BASED OFF OF PLAN #60347)			
19-148-T			

IMPORTANT NOTE:

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Wisconsin
BUILDING SUPPLY



Part of Brown County WI

Map printed on 4/2/2025

1:720

1 inch = 60 feet*

1 inch = 0.0114 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

April 8, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.5

Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a two-story, single-family home on the site located at 1319 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 three single-family homes on the sites located at 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway Street.

Habitat has offered to purchase 1319 S. Broadway for \$12,800. This build will include 6 bedrooms, 2.5 baths, and a 1.5-stall detached garage. These sites are all zoned S-LRI-Special Purpose Residential Light Industrial and were purchased using Neighborhood Enhancement Funds.

Staff have worked cooperatively with Habitat on a design that matches the needs of the families as well as the neighborhood, along with additional zoning requirements. Habitat is aware that they will be required to obtain approval for a CUP (conditional use permit) in order to build single-family homes on these sites.

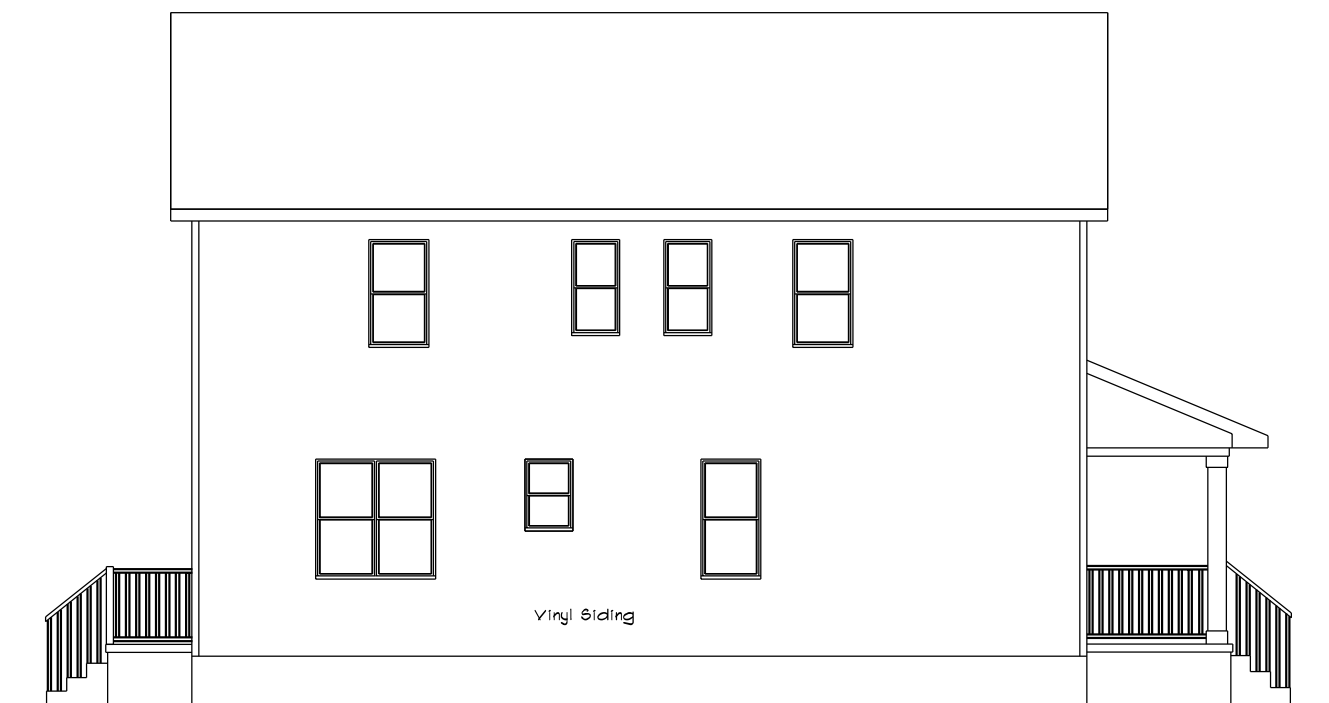
RECOMMENDATION

To approve a one-year development agreement for the construction of a two-story, single-family home on the site located 1319 S. Broadway.

FISCAL IMPACT

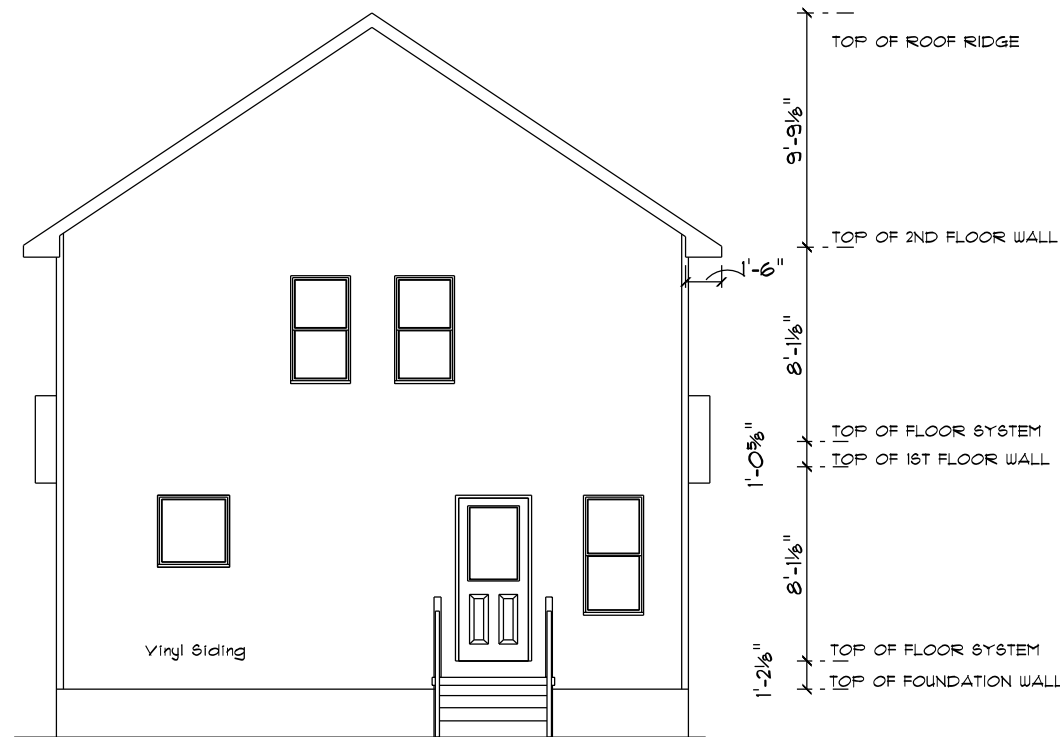
ATTACHMENTS

1. 2 story design for Broadway
2. 1319 S. Broadway Site Plan
3. GIS



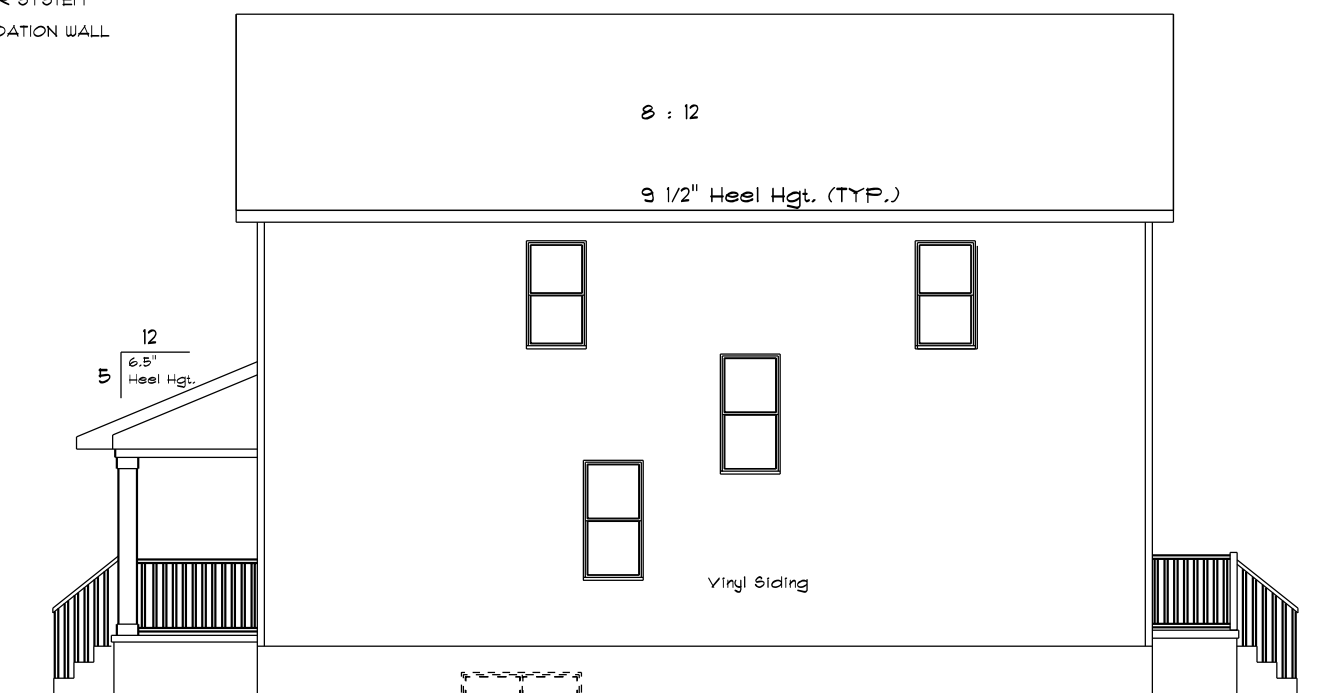
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



FRONT ELEVATION

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

SQUARE FOOTAGE:

FIRST FLOOR:	961
SECOND FLOOR:	961
FINISHED BASEMENT:	525
COVERED PORCH:	156

NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT WISCONSIN BUILDING SUPPLY PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

IMPORTANT NOTE:

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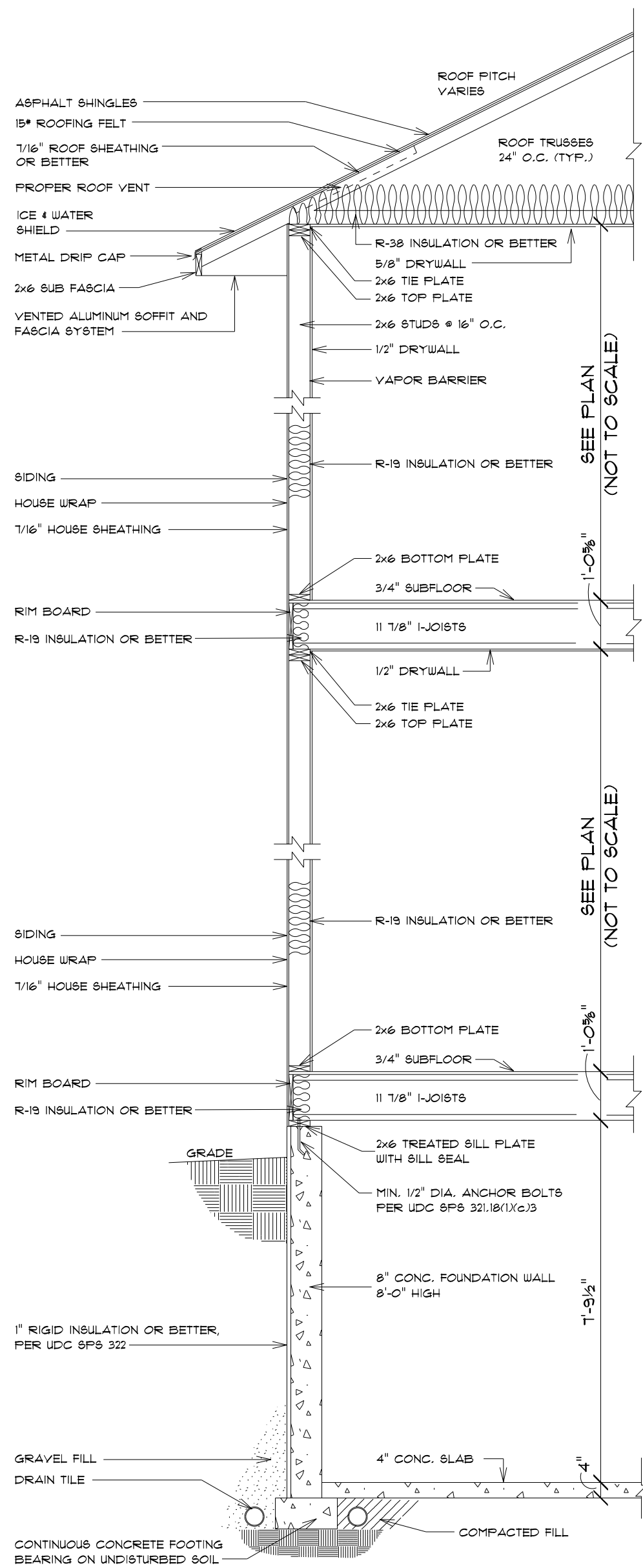
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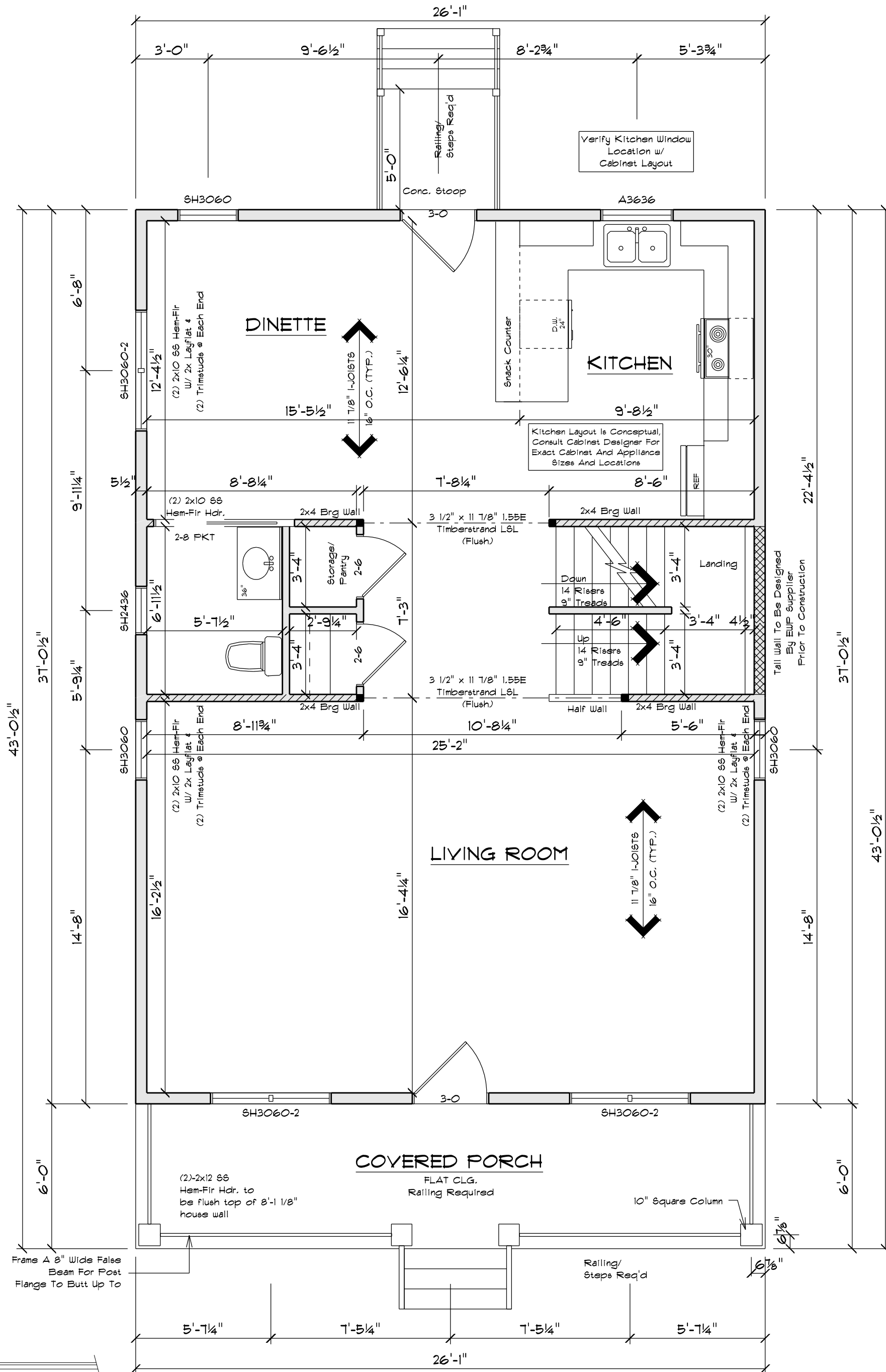
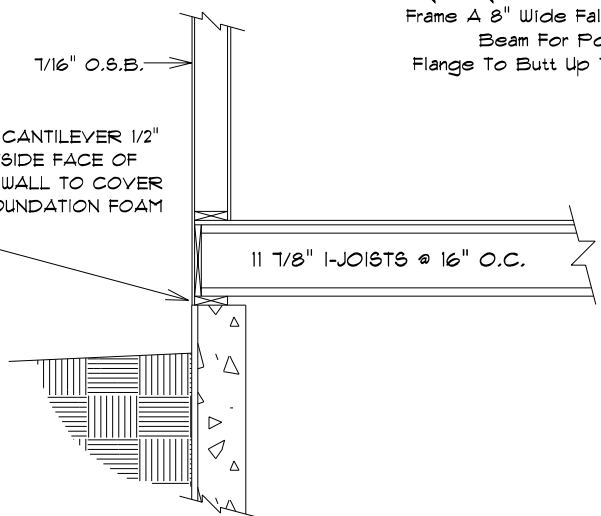
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REVISIONS:

6/7/19 AVS



FRAMING TO CANTILEVER 1/2" BEYOND OUTSIDE FACE OF FOUNDATION WALL TO COVER MINIMUM 1" FOUNDATION FOAM



SQUARE FOOTAGE:

FIRST FLOOR:	967
SECOND FLOOR:	967
FINISHED BASEMENT:	525
COVERED PORCH:	156

PLAN SPECIFICATIONS:

• THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8' x 8'-0" FOURED CONCRETE
PORCH/PATIO FOUNDATION:
8' FOURED CONCRETE, MIN. 4'-0" TALL
HOUSE EXTERIOR:
FIRST FLOOR: 2 x 4 x 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 x 4 x 8'-1 1/8", STUDS @ 16" O.C.
HOUSE INTERIOR:
FIRST FLOOR: 2 x 4 x 8'-1 1/8", STUDS @ 16" O.C.
SECOND FLOOR: 2 x 4 x 8'-1 1/8", STUDS @ 16" O.C.
• TALL WALLS ARE EXTERIOR WALLS WITH STUDS TALLER THAN 10'-0" AND NEED TO BE DESIGNED BY ENGINEERED WOOD PRODUCTS SUPPLIER
• TAPERED WALLS ARE TO BE FRAMED TO UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:

BASEMENT TO FIRST FLOOR:
14 RISERS @ 7 3/8" - 13 TREADS @ 9"
FIRST FLOOR TO SECOND FLOOR:
14 RISERS @ 7 13/16" - 13 TREADS @ 9"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
11 1/8" I-JOISTS @ 16" O.C.
SECOND FLOOR:
11 1/8" I-JOISTS @ 16" O.C.
STD. LOADING (PER SQ. FT.):
40# LL, 10# DL
ADDITIONAL LOADING (PER SQ. FT.):
10# TCFL FOR TILE FLOOR
25# TCFL FOR GRANITE
DEFLECTION: LL/480 DL/240
DURATION OF LOAD: 100%

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR BROWN COUNTY - ZONE #2
STD. LOADING (PER SQ. FT.):
30# TOLL, 10# TCFL, 10# BCFL
DEFLECTION: LL/240 DL/180
DURATION OF LOAD: 100%
• FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

HEADERS:

• STD. HEADERS: (2) 2x10 HEM-FIR SELECT STRUCTURAL WITH 2x LAYFLAT (SEE DETAIL)
• TOP OF WINDOW R.O.S.
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR
• MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:

• ALLIANCE VINYL WINDOWS
• MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:

• THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE GENERAL CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES WATER HEATER
SUMP PIT & PUMP FURNACE
• BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN
• FOURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
• STEEL COLUMNS TO SUPPORT 12,000#
• INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING
• CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SPS 320.24. THE MOST RESTRICTIVE STANDARDS OF SPS 321.5 + SPS 321.8, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED
• ASSUMED SOIL CAPACITY IS 3,000 PSF, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL BEARING CONDITIONS
• ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER UI SPS 321.10
• DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR
• FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW
• PLAN IS DRAWN ACCORDINGLY FOR 3 1/4" CASING
• ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD
• BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION
• FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)
• ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/ PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM.

IMPORTANT NOTE:

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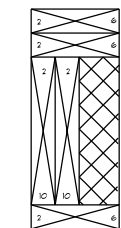
JOB NAME: 1203 Chicago Street

DATE: April 9, 2019

REVISIONS: 6/7/19 AYS

DRAWN BY: Andy Stanku

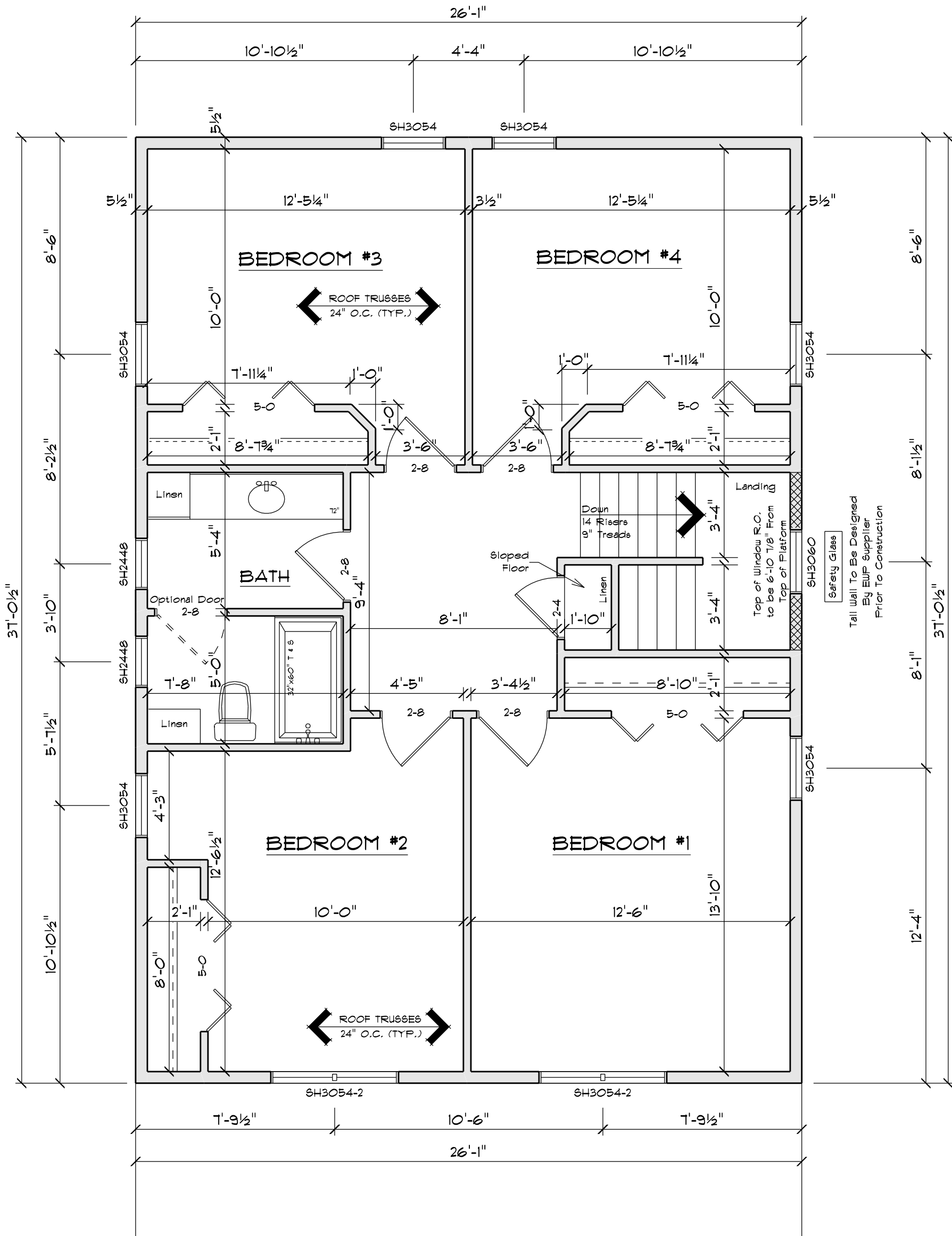
PLAN #: 19-148-T
(BASED OFF OF PLAN #6-091-T)



EXTERIOR WALL HEADERS

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM.



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"
8'-1 1/8" CLG. HGT.

SQUARE FOOTAGE:

FIRST FLOOR:	967
SECOND FLOOR:	967
FINISHED BASEMENT:	525
COVERED PORCH:	156

PLAN SPECIFICATIONS:

• THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY - EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL INFORMATION:

HOUSE FOUNDATION:
8" X 8'-0" POURED CONCRETE
PORCH/PATIO FOUNDATION:
8" POURED CONCRETE, MIN. 4'-0" TALL
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FIRST FLOOR: 2 X 6 X 8'-1 1/8", STUDS @ 16" O.C.
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14 RISERS @ 7 3/16" - 13 TREADS @ 9"
FIRST FLOOR TO SECOND FLOOR:
14 RISERS @ 7 13/16" - 13 TREADS @ 9"

FLOOR SYSTEM(S):

BASEMENT:
4" REINFORCED CONCRETE SLAB

FIRST FLOOR:
11 1/8" JOISTS @ 16" O.C.

SECOND FLOOR:
11 1/8" JOISTS @ 16" O.C.

STD. LOADING (PER SQ. FT.):
40# LL, 10# DL

ADDITIONAL LOADING (PER SQ. FT.):
10# TCFL FOR TILE FLOOR

10# TCFL FOR GRANITE

DEFLECTION: LL+L/40 DL+L/240

DURATION OF LOAD: 1.00%

- FRAMER TO REFERENCE JOIST/TRUSS LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLUSH HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:

ENGINEERED WOOD TRUSSES @ 24" O.C.

DESIGNED FOR BROWN COUNTY - ZONE #2

STD. LOADING (PER SQ. FT.):
30# TCFL, 10# TCFL, 10# BCDL

DEFLECTION: LL+L/240 DL+L/180

DURATION OF LOAD: 1.15%

- FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES AND THEIR RESPECTIVE BEARING REQUIREMENTS & UPLIFT ANCHORING REQUIREMENTS

HEADERS:

- STD. HEADERS: (2) 2X10 HEM-FIR SELECT STRUCTURAL WITH 2X LAYFLAT (SEE DETAIL)

- TOP OF WINDOW R.O.S.

FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR

SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR

- MINIMUM OF (2) TRIM STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER

WINDOWS:

- ALLIANCE VINYL WINDOWS

- MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:

• THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE GENERAL CONTRACTOR:

BASEMENT WINDOWS FLOOR DRAINS

ELECTRIC SERVICES WATER HEATER

SUMP PIT & PUMP FURNACE

- BUILDER TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN

- POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE

- STEEL COLUMNS TO SUPPORT 12,000#

- INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH BLOCKING OR LATERAL BRACING

- CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND FOLLOW STANDARDS PER SPB 320.24. THE MOST RESTRICTIVE STANDARDS OF SPB 321.15 - SPB 321.18, ACI 318-14, AND ACI 332-14 FOR ALL FOOTING & WALL REINFORCEMENT, IF NEEDED, MUST BE FOLLOWED

- ASSUMED SOIL CAPACITY IS 3,000 PSF, FTG SIZES MUST BE ADJUSTED FOR VARYING SITE DETERMINED SOIL BEARING CONDITIONS

- ALL LUMBER IN PERMANENT CONTACT W/ CONCRETE MUST BE PRESSURE TREATED LUMBER AS PER WJ SPB 321.10

- DUE TO UNKNOWN GRADE CONDITIONS, ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR

- FRAMER IS RESPONSIBLE FOR TRANSFERRING POINT LOADS FROM ABOVE, THROUGH THE FLOOR SYSTEM(S) AND WALLS, W/ SOLID BLOCKING DOWN TO CONCRETE FOUNDATION WALLS BELOW

- PLAN IS DRAIN ACCORDINGLY FOR 3 1/4" CASING

- ALL DIMENSIONS SHOWN ARE FROM STUD TO STUD

- BUILDER TO PROVIDE ATTIC SCUTTLE AND LOCATION

- FIRE SEPARATION MUST BE PROVIDED BETWEEN HOUSE AND GARAGE (SEE CODE FOR DETAILS)

- ALL CABINET LAYOUTS ARE CONCEPTUAL. CONSULT CABINET DESIGNER/ PROVIDER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS

IMPORTANT NOTE:

• IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

• IT IS UNDERSTOOD THAT THE WISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

MAILING ADDRESS:

P.O. BOX 10007
GREEN BAY, WI 54303

PHONE (920)456-5080

FAX (920)456-5054

COMPONENTS:

1155 MORRIS TERRACE

GREEN BAY, WI 54303

PHONE (920)456-5080

FAX (920)456-5054

CUSTOM DESIGNED FOR: Greater Green Bay - Habitat For Humanity

JOB NAME: 1203 Chicago Street

DATE: April 9, 2019

DRAWN BY: Andy Blake

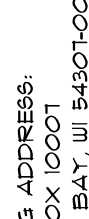
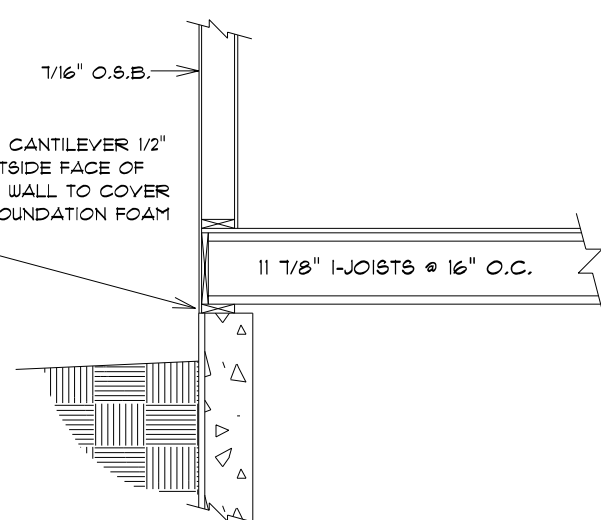
PLAN #: 19-148-T

(BASED OFF OF PLAN #6-0917)

REVISIONS:

6/7/19 AYS





Wisconsin
BUILDING SUPPLY

MAILING ADDRESS:
P.O. BOX 10001
GREEN BAY, WI 54307-0001



THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT LOCAL BUILDING OFFICAL TO VERIFY IF BRACING IS REQUIRED FOR GARAGE PLAN PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WEISCONSIN SAFETY AND PROFESSIONAL SERVICES CODE AND LAYOUT PRECEDENCE FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

COMPONENTS:
1745 MORaine TERRACE
GREEN BAY, WI 54303
PHONE (920)496-5094
FAX (920)498-1219



BUILDING SUPPLY

DESIGNED FOR:
Greater Green Bay - Habitat For Humanity

JOB NAME: 1209 Chicago Street

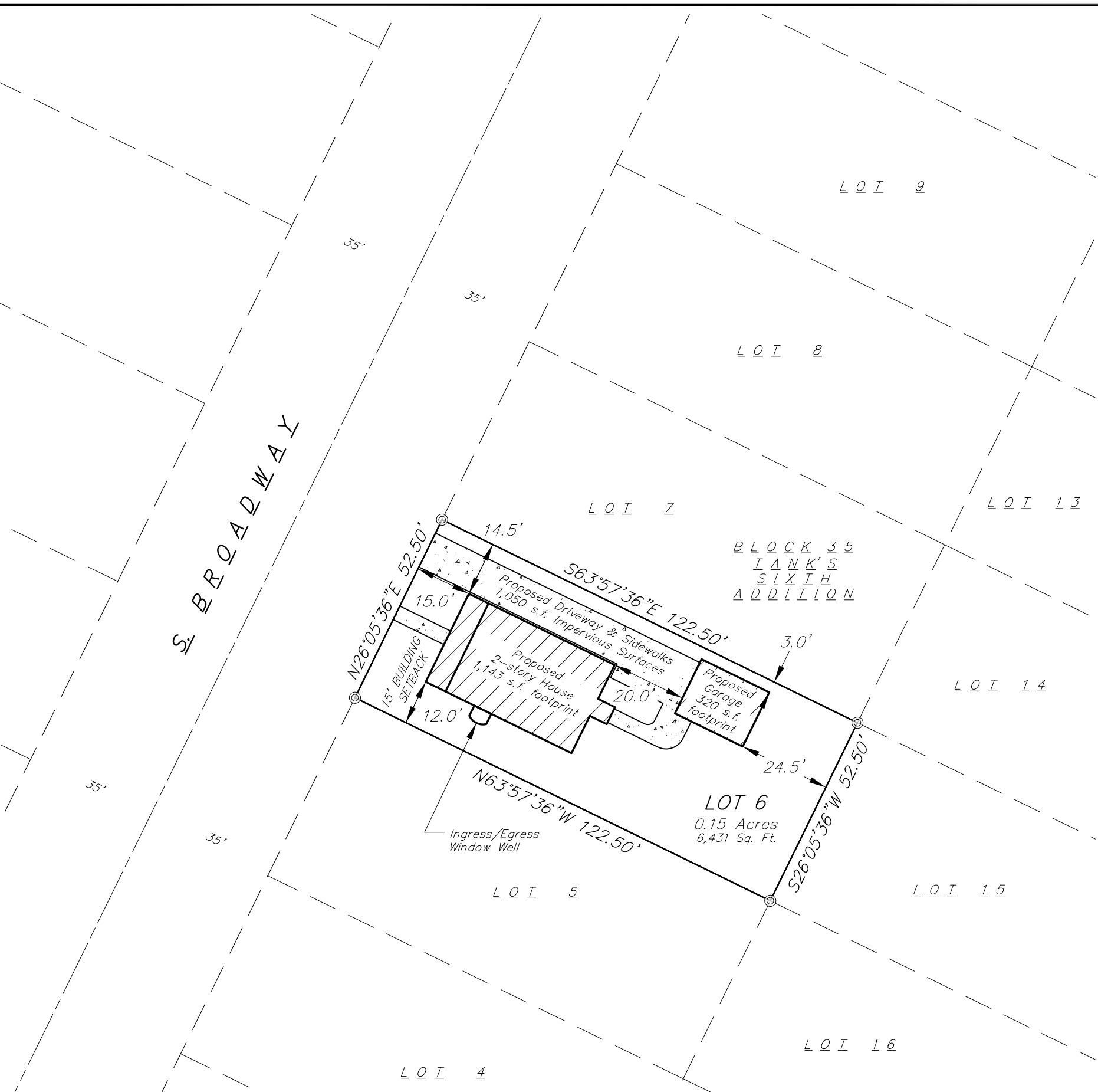
DATE: April 9, 2019

DRAWN BY: Andy Stankovic

PLAN #:
(BASED OFF OF
PLAN #16-091-T)

28 Jan 2025 - 1:42p G:\Habitat for Humanity Greeter Green Bay\250161 South Broadway, City of Green Bay\CADD\250161_SitePlan 1319 S.Broadway.dwg by: cmueller

© Vierbicher Associates, Inc.



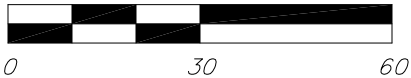
TAX PARCEL: 1-936-C
FIELDWORK COMPLETED: XX/XX/XX

SITE PLAN

Lot 6, Block 35 of the recorded C.L.A. Tank's 6th Addition, located in Private Claim 9, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.
~ 1319 S. Broadway ~



GRAPHIC SCALE: 1" = 30'



LEGEND

- POINT OF RECORD
- PROPOSED BUILDING
- PROPOSED CONCRETE



vierbicher
planners | engineers | advisors

Job #: 250161
Date: 01/28/2025
Rev:
Drafted By: CMUE
Checked By:

SURVEYED FOR:
Habitat for Humanity
1967 Allouez Ave.
Green Bay, WI. 54311
Drawing NO.: X-2023

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SHEET
1 OF 1



Part of Brown County WI

Map printed on 4/2/2025

1:720

1 inch = 60 feet*

1 inch = 0.0114 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

April 8, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.6

Consideration with possible action to approve a one-year development agreement with Greater Green Bay Habitat for Humanity to develop a 1.5-story, single-family home on the site located at 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 three single-family homes on the sites located at 1216 S. Broadway, 1319 S. Broadway, and 1321 S. Broadway Street. These sites are all zoned S-LRI-Special Purpose Residential Light Industrial and were purchased using Neighborhood Enhancement Funds.

Habitat has offered to purchase 1321 S Broadway for \$12,800. This home will feature 2 bedrooms, 1 full bath and a 1.5-stall detached garage.

Staff have worked cooperatively with Habitat on a design that matches the needs of the families as well as the neighborhood, along with additional zoning requirements. Habitat is aware that they will be required to obtain approval for a CUP (conditional use permit) in order to build single-family homes on these sites.

RECOMMENDATION

To approve a one-year development agreement for the construction of a 1.5-story, single-family home on the site located 1321 S Broadway.

FISCAL IMPACT

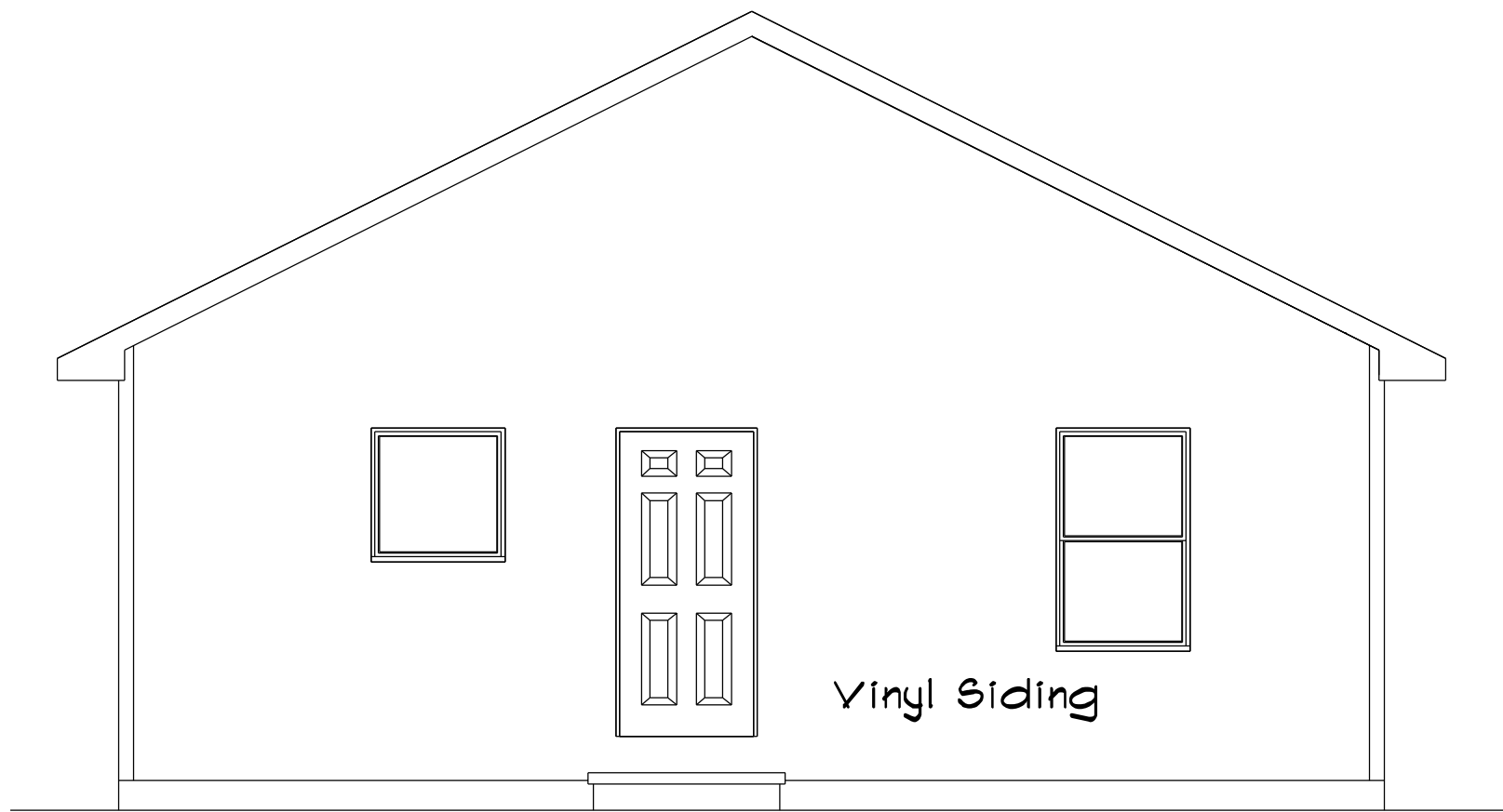
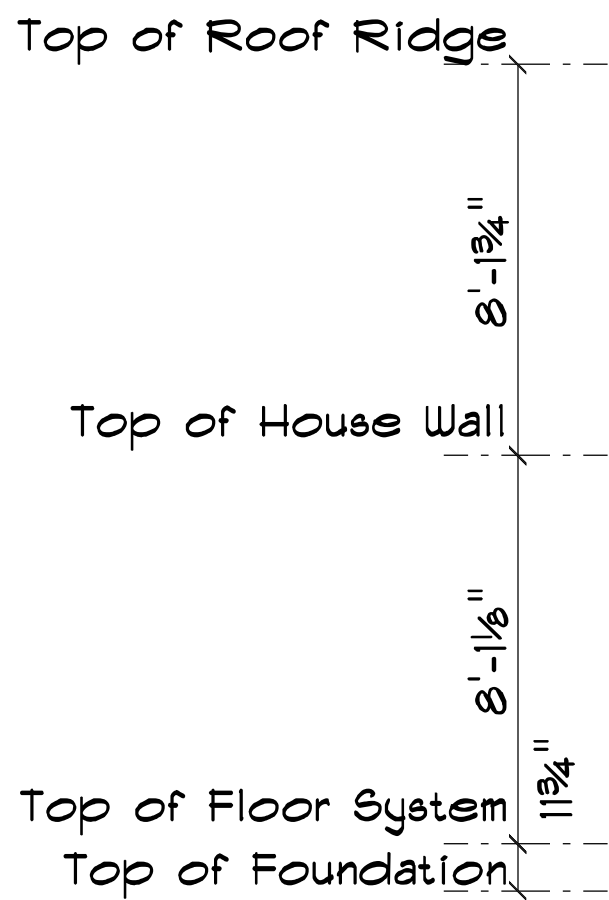
ATTACHMENTS

1. 2.4 bedroom home design
2. 1321 S. Broadway Site Plan
3. GIS



FRONT ELEVATION

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

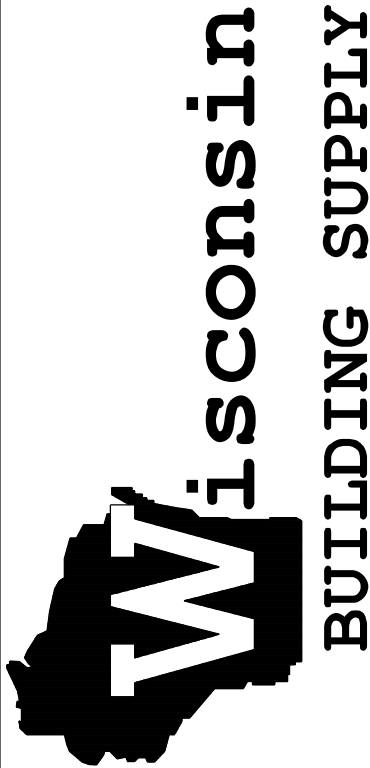


REAR ELEVATION

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

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1990 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1215
1145 MOIRINE TERRACE
GREEN BAY, WI 54303



BUILDING SUPPLY

CUSTOM DESIGNED FOR:
GREATER GREEN BAY
HABITAT FOR HUMANITY
JOB NAME: 1151 Reber Street

DRAWN BY: Michael Herald
DATE: October 26, 2011
SCALE: As Indicated

REVISIONS:
(Based Off
Plan #19-068-R)

2/13/19 AVS
3/26/19 AVS

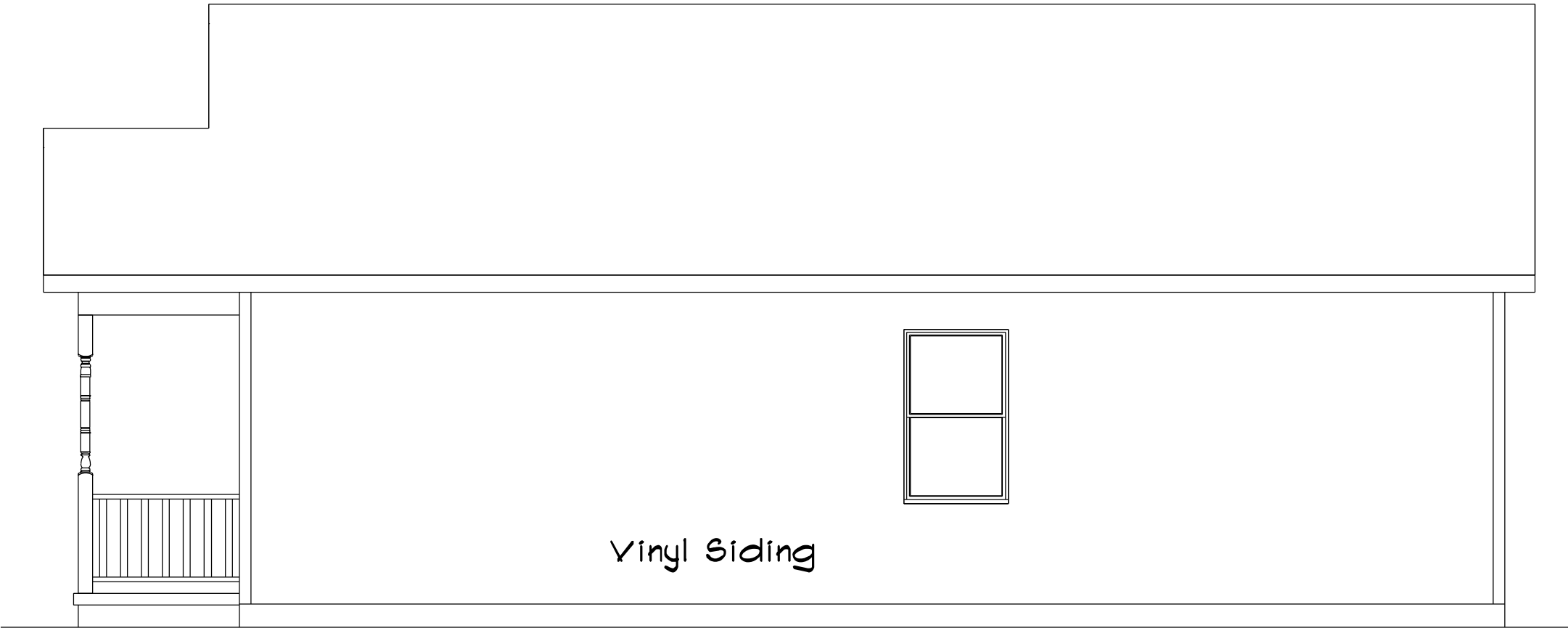
12/14/20 AVS
03/05/24 DVG

24-063-R

PLAN NO.:

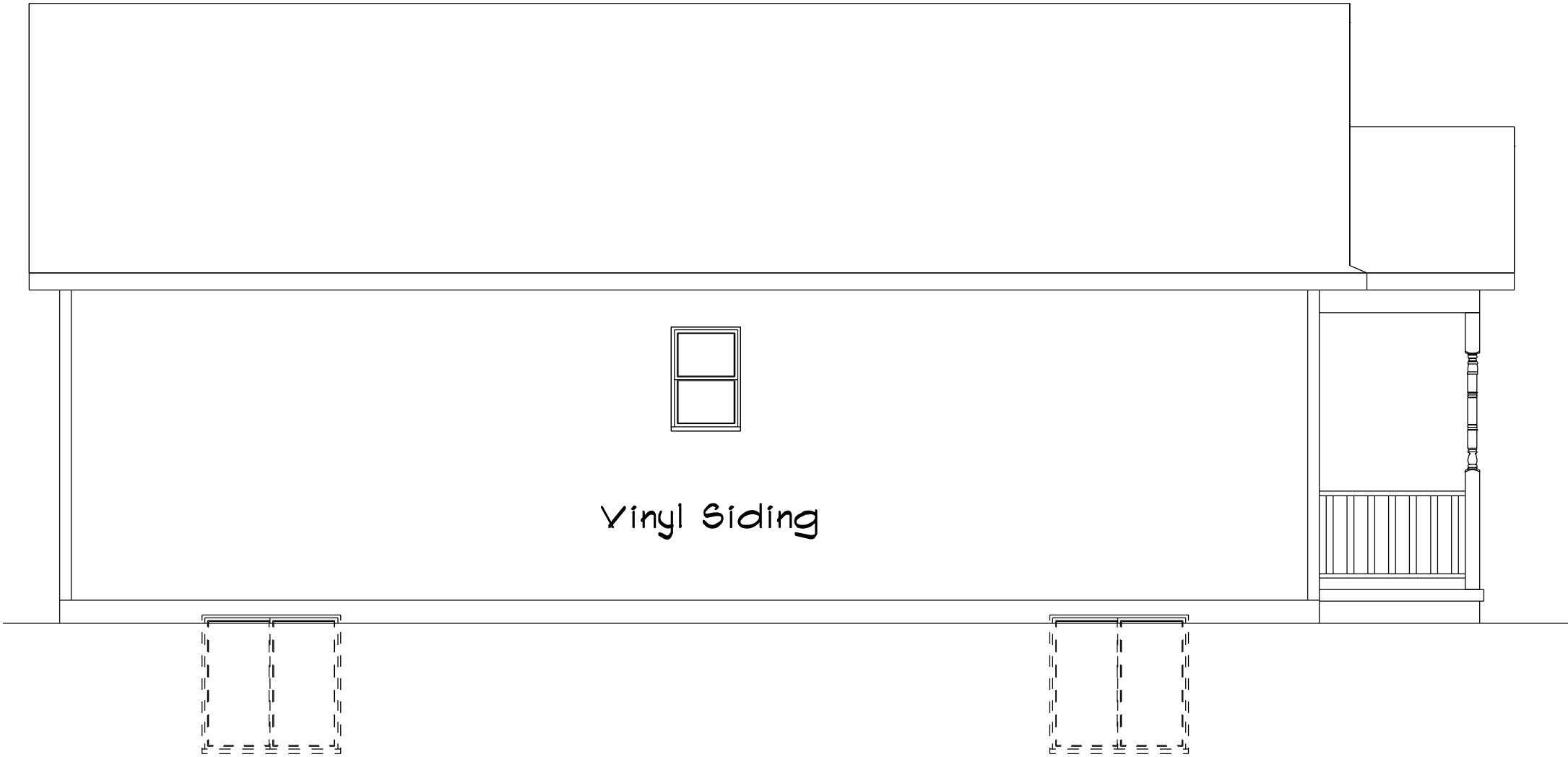
IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DWELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.



RIGHT ELEVATION

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

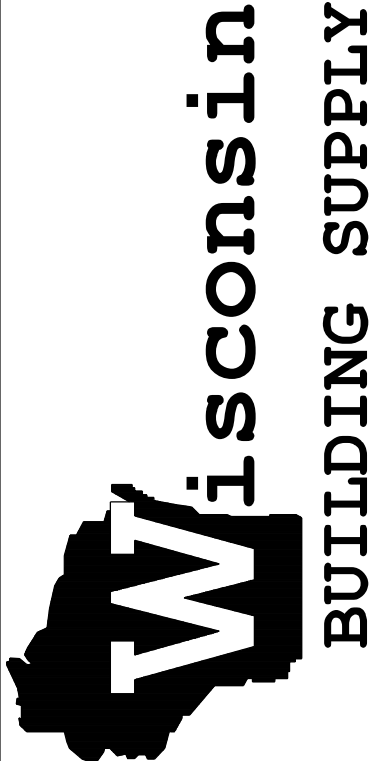


LEFT ELEVATION

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

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1890 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1218
1145 MORRINE TERRACE
GREEN BAY, WI 54303

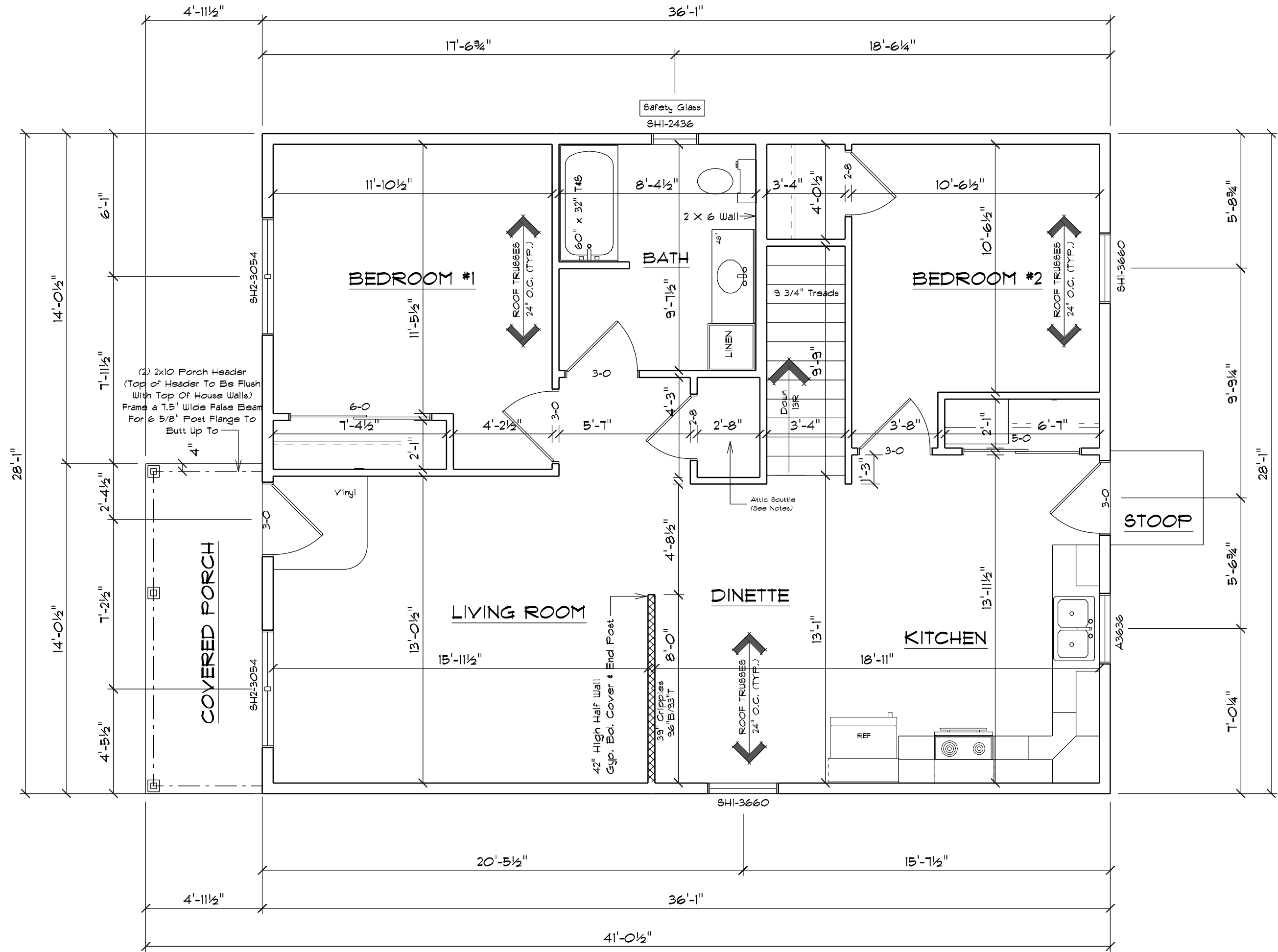


CUSTOM DESIGNED FOR: GREATER GREEN BAY
HABITAT FOR HUMANITY

JOB NAME: 1151 Reber Street		SQ. FT.: See Plan	
DRAWN BY: Michael Herald		SCALE: As Indicated	
DATE: October 26, 2017		PLAN NO.: 24-063-R	
REVISIONS: (Based Off Plan #19-068-R)	2/13/19 AVS	12/14/20 AVS	PLAN NO.:
	3/26/19 AVS	03/05/24 DVG	

IMPORTANT NOTE:

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FLOOR PLAN

8'-1 1/8" CLG. HGT.
1014 SQ. FT.
TO SQ. FT. (COVERED PORCH)

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

NOTE:

BUILDER TO CONSULT TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF GIRDER TRUSSES, AND ANY ADDITIONAL BEARING REQUIREMENTS OTHER THAN THOSE NOTED ON FLOOR PLANS

NOTES:

- FLOOR SYSTEM: 1ST FLR: 3 1/2" I-JOISTS @ 19.2" O.C.
LOADING: TOTAL LOAD = 50*
LL = 40*
DL = 10*
(ADDITIONAL 10* DL @ TILE AREAS)
(ADDITIONAL 25* DL @ GRANITE AREAS)
FLOOR DEFLECTION: LL = L/480
DL = L/240
DURATION OF LOAD: 1.00%
- ROOF SYSTEM: WOOD TRUSSES @ 24" O.C. (M.T.F.)
LOADING: TOTAL LOAD = 50*
TCLL = 30*
TCDL = 10*
BCDL = 10*
ROOF DEFLECTION: LL = L/240
TL = L/180
DURATION OF LOAD: 1.15%
- STD. HEADERS: (2) 2 x 10 SELECT STRUCTURAL HEM-FIR
- EXT. WALL STUDS: 1ST FLR: 2x6 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
- INT. WALL STUDS: 1ST FLR: 2x4 x 92-5/8" @ 16" o.c. (8'-1 1/8" HT.)
- WINDOW SIZES SHOWN ARE FOR SILVERLINE WINDOWS SEE CATALOG FOR DETAILS
- ALL DIMENSIONS SHOWN ARE TO FACE OF STUD.
- STAIRS: B8MT. TO 1ST FLR: 15 RISERS @ 7 13/16" 12 TREADS @ 9 3/4"
- PROVIDE ATTIC ACCESS PANEL W/ 2 - 2" FOAM ON BACK OF 5/8" GYPUM BOARD. SET ON FOAM WEATHERSTRIP ROUGH OPENING TO BE 16 1/2" x 21". PROVIDE 1/2" OSB INSULATION Baffles 16" TO TOP MEASURED FROM BOTTOM OF TRUSSES.
MIN. CODE CLEAR FINISH OPEN OF ACCESS IS 14"x24"
- AT BEDROOM 2, BASEMENT BEDROOMS, AND HALL CLOSETS INSTALL MINIMUM OF 3-2X6 BACKING FOR CLOSET POLE BRACKET CENTERED IN CLOSET AT 10" TO TOP.
- FOR STAIR RAILING INSTALL MINIMUM OF 2-2X6 BLOCKING AT TOP AND BOTTOM OF STAIRS AND 3 AT MIDDLE SPACED 3'-3" APART AT 36" TO TOP OF BLOCKING FOR A TOTAL OF FIVE BRACKETS SPACED
- THE ABOVE CONDITIONS LISTED ARE STANDARD FOR THIS PLAN (EXCEPTIONS ARE NOTED ON THE PLAN)

IMPORTANT NOTE:

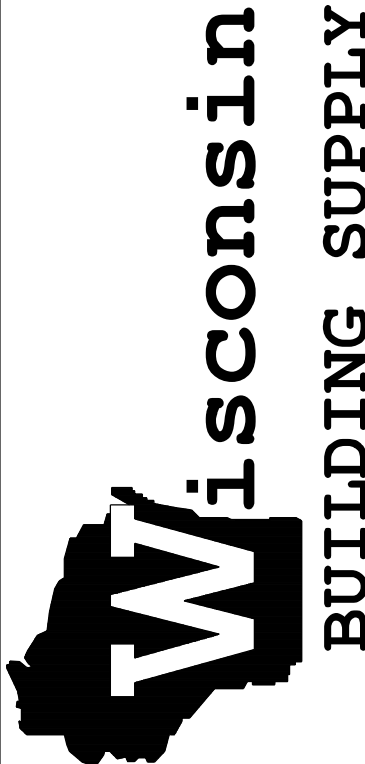
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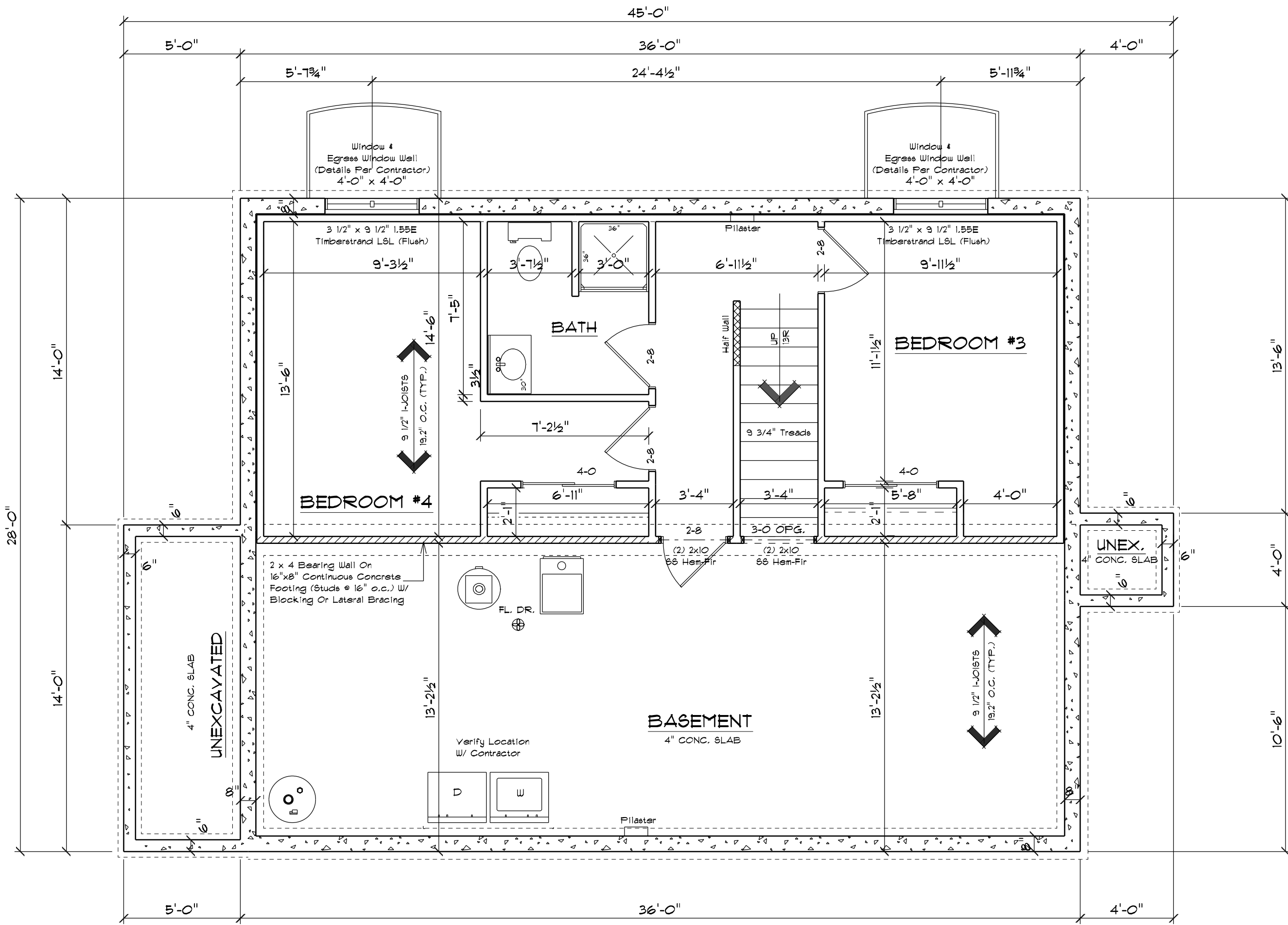
CUSTOM DESIGNED FOR: **GREATER GREEN BAY**
HABITAT FOR HUMANITY

JOB NAME:	1151 Reber Street	SQ. FT.:	1014 Sq. Ft.
DRAWN BY:	Michael Herald	SCALE:	1/4" = 1'-0"
DATE:	October 26, 2017	PLAN NO.:	24-063-R
REVISIONS:	2/13/19 AVS		
(Based Off Plan #19-063-R)	3/26/19 AVS		

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1980 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1215
1145 MORRINE TERRACE
GREEN BAY, WI 54303





FOUNDATION PLAN

8'-0" FOUNDATION WALL HGT.
444 SQ. FT.

NOTE:

EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FOAM. IF FOUNDATION FOAM IS TO BE OTHER THAN 1", FRAMING DIMENSIONS ARE TO BE FIELD ADJUSTED AND MAINTAIN ALL CODE COMPLIANCE ACCORDINGLY.

NOTE:

BUILDER RESPONSIBLE TO TRANSFER POINT LOADS FROM ABOVE THROUGH THE FLOOR SYSTEM, AND OTHER WALLS WITH SOLID BLOCKING DOWN TO FOUNDATION WALLS BELOW

NOTES:

- 1) FOUNDATION WALLS:
HOUSE: 8" FOURED CONCRETE WALLS 8'-0" HIGH
GARAGE / PORCH: 6" FOURED CONCRETE WALLS 4'-0" HIGH
THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES WATER HEATER
SUMP PIT & PUMP FURNACE
- 2) BUILDER TO PROVIDE HEADERS AT BASEMENT WINDOWS IF NOT NOTED ON THE FOUNDATION PLAN
- 3) FOURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
- 4) 5) STEEL COLUMNS TO SUPPORT 12,000 LBS. UNLESS OTHERWISE NOTED
- 6) ASSUMED SOIL BEARING CAPACITY IS 3,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
- 7) FOUNDATION WALLS ARE ASSUMED TO BE UNREINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER UDC TABLE 21.8.3 BASED ON THE HEIGHT OF UNBALANCED FILL. PROPER REINFORCEMENT (DESIGNED BY OTHERS) MAY ALLOW FOR WALLS THAT ARE LESS THICK, BUT ANY DEVIATION FROM THE THICKNESSES SHOWN ON THE PLAN ARE THE RESPONSIBILITY OF THE FOUNDATION AND OR GENERAL CONTRACTOR.
- 8) ALL LUMBER IN PERMANENT CONTACT WITH CONCRETE MUST BE PRESSURE-TREATED LUMBER AS PER UDC 21.10.

IMPORTANT NOTE:

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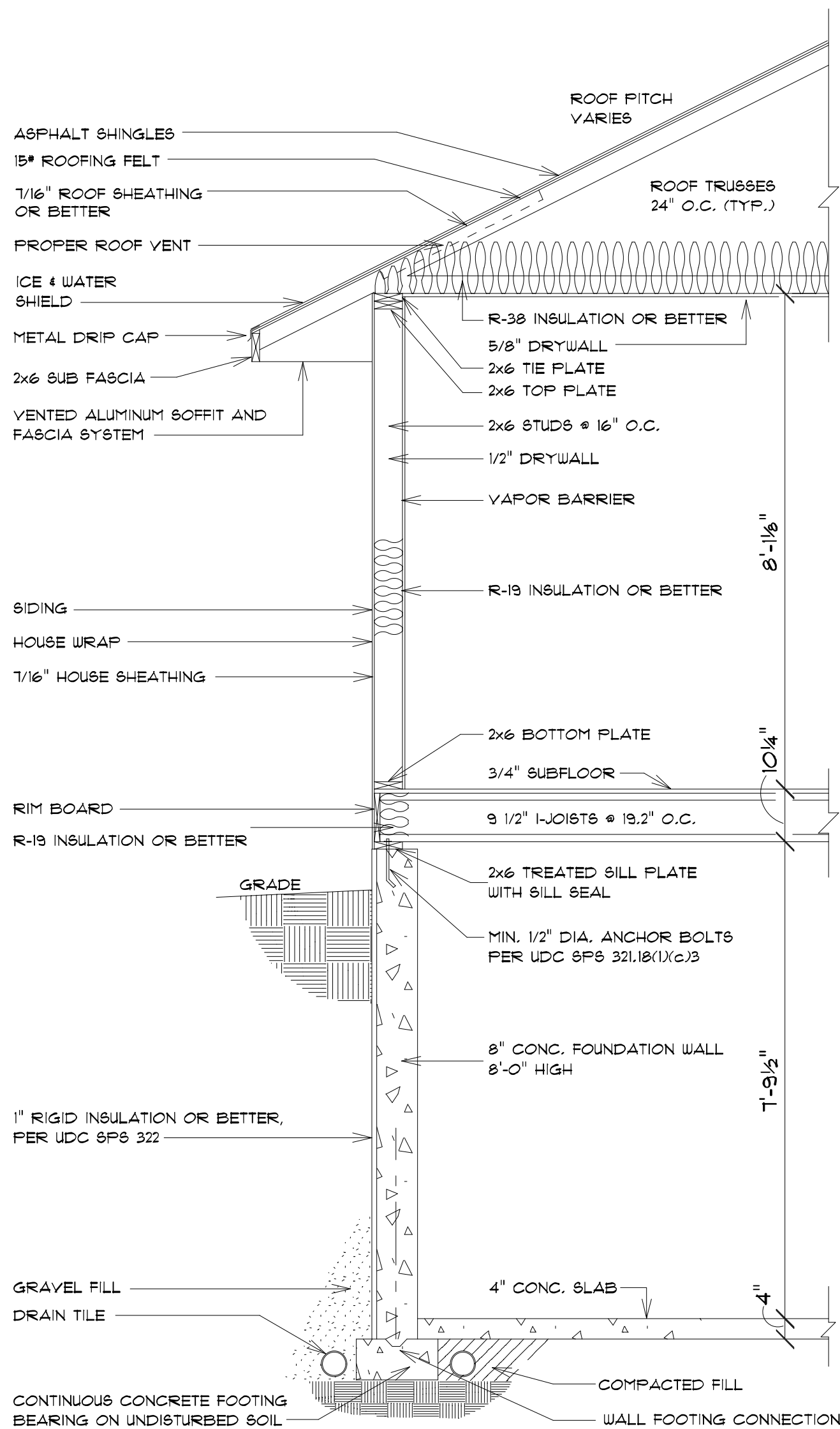
CUSTOM DESIGNED FOR: **GREATER GREEN BAY**
HABITAT FOR HUMANITY

JOB NAME:	1151 Reber Street	SQ. FT.:	444 Sq. Ft.
DRAWN BY:	Michael Herald	SCALE:	1/4" = 1'-0"
DATE:	October 26, 2017	PLAN NO.:	24-063-R
REVISIONS:	2/13/19 AVS 12/14/20 AVS		
(Based Off Plan #19-068-R)	3/26/19 AVS 03/05/24 DVG		

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1980 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

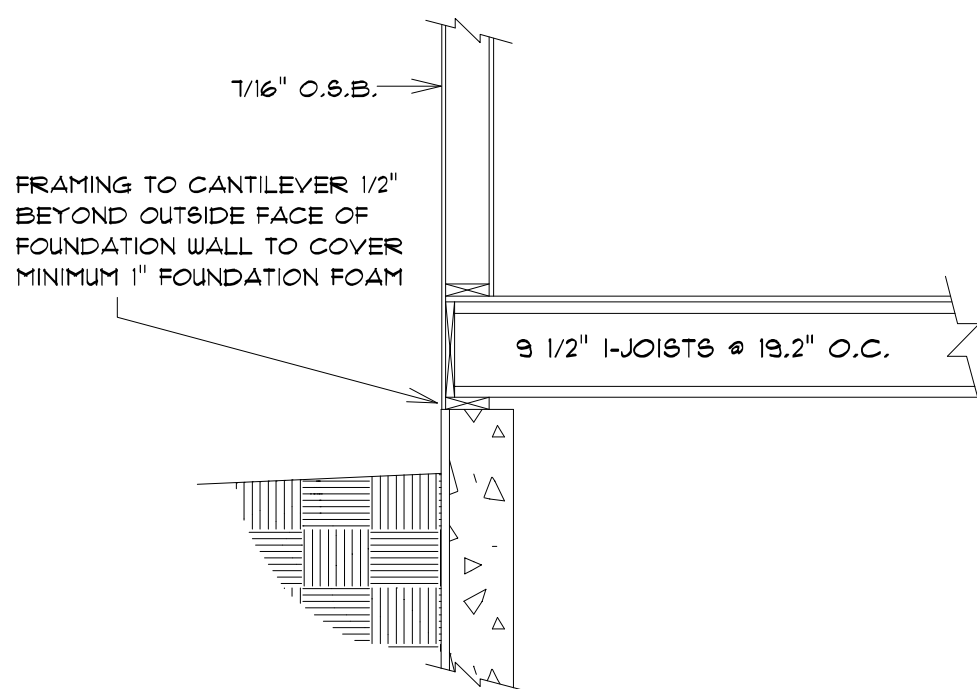
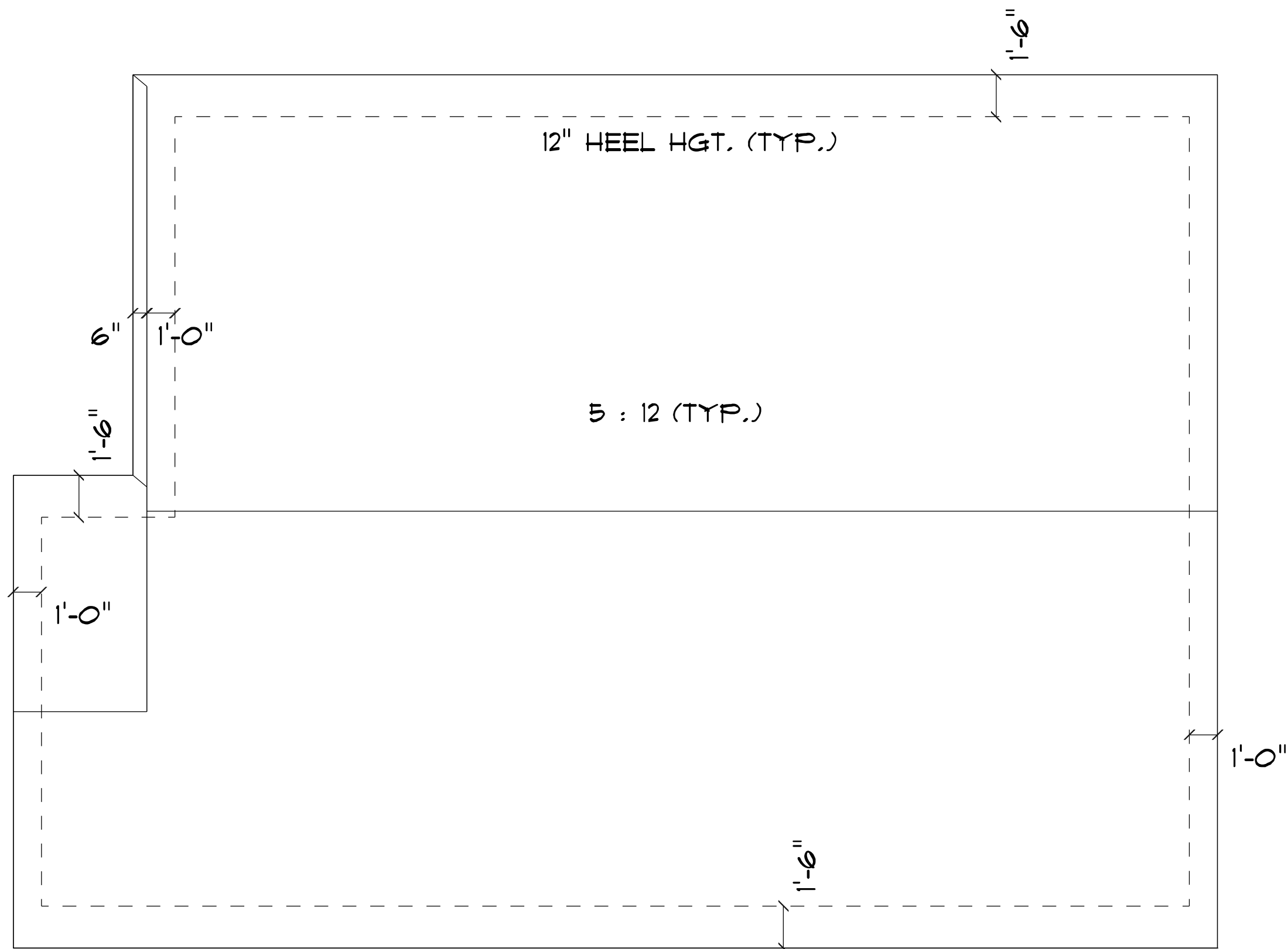
COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1215
1145 MORRINE TERRACE
GREEN BAY, WI 54303

Wisconsin
BUILDING SUPPLY



TYPICAL RANCH SECTION
SCALE: 1/2" = 1'-0"

ALL ITEMS TO BE VERIFIED BY CONTRACTOR



BOX SILL DETAIL
SCALE: 1/2" = 1'-0"

IMPORTANT NOTE:

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- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DUELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

CUSTOM DESIGNED FOR: **GREATER GREEN BAY HABITAT FOR HUMANITY**

JOB NAME: 1151 Reber Street		EQ. FT.: See Plan	
DRAWN BY: Michael Herald		SCALE: As Indicated	
DATE: October 26, 2017		PLAN NO.: 24-O63-R	
REVISIONS: (Based Off Plan #19-O63-R)		PLAN NO.: 24-O63-R	
2/13/19 AVS		12/14/20 AVS	
2/13/19 AVS		03/05/24 DVG	

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1890 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1215
1145 MORRIS TERRACE
GREEN BAY, WI 54303

Wisconsin
BUILDING SUPPLY

This is a detailed architectural floor plan for a single-story house. The overall dimensions are 41'-0 1/2" wide by 28'-1" deep. The plan includes the following rooms and features:

- BEDROOM #1:** Located at the rear left, measuring 11'-10 1/2" by 11'-5 1/2". It features a (2) 2x10 Porch Header and a 24" O.C. (TYP.) ROOF TRUSSES.
- BATH:** Located between the bedrooms, measuring 8'-4 1/2" by 9'-7 1/2". It includes a 60" x 32" TUB, a toilet, a sink, and a LINEN closet.
- BEDROOM #2:** Located at the rear right, measuring 10'-6 1/2" by 10'-6 1/2". It features a 24" O.C. (TYP.) ROOF TRUSSES.
- LIVING ROOM:** Located at the front left, measuring 13'-0 1/2" by 15'-11 1/2". It includes a 42" High Half Wall, Gyp. Bd. Cover, and End Post.
- DINETTE:** Located in the center front, measuring 13'-1" by 13'-11 1/2". It features a 24" O.C. (TYP.) ROOF TRUSSES.
- KITCHEN:** Located at the front right, measuring 13'-11 1/2" by 18'-11". It includes a REF (refrigerator), a stove, and a sink.
- COVERED PORCH:** Located at the front left, measuring 6'-11 1/2" by 3'-1 1/2". It features a 6x4-3054 header and a 6x4-3054 post.
- STOOP:** Located at the front right, measuring 12'-0" by 1'-0 1/4".
- Other Features:** The plan includes various windows, doors, and structural elements like 2x6 walls, 3/4" treads, and 3x6 joists. It also shows the location of safety glass and a 6x4-2436 post.

TOTAL ADJACENT SIDE LENGTH: 28'-1"
BRACING METHOD: CONTINUOUSLY SHEATHED
EXPOSURE CATEGORY: C
TOTAL PANEL LENGTH REQUIRED: 6'-2 1/8"
TOTAL PANEL LENGTH PROVIDED: 8'-0"

5.0 X 1.3 (CAT C) X 0.95 (WALL HGT.) = 6'-2 1/8"

 $3.0 \times 1.3 \text{ (CAT C)} \times 0.95 \text{ (WALL HGT.)} = 7'-4 \frac{15}{16}"$

Scale: 1/4" = 1'-0"
House Wall Ht.: 8'-1 1/8"
Garage Wall Ht.: 9'-0 7/8"
Top-Of-Wall-To-Ridge Ht.: 8'-1 3/4"
Exterior Stud Spacing: 16" O.C.
Seismic Design: B

WALL BRACING, SPS 321.25 (8)

UL CIRCUMSCRIBED RECTANGLES

- EACH FLOOR PLAN LEVEL SHALL BE CIRCUMSCRIBED WITH ONE OR MORE RECTANGLES PROVIDING FLOOR LAYOUT AND THE FLOOR LEVEL UNDER CONSIDERATION. WHEN MULTIPLE RECTANGLES ARE USED, EACH SIDE SHALL BE BRACED AS THOUGH IT WERE A SEPARATE BUILDING AND THE BRACING AMOUNT ADDED TOGETHER ALONG THE CORNER OF EACH WALL WHERE ADJACENT RECTANGLES MEET.
- EACH RECTANGLE SHALL HAVE A MAXIMUM RECTANGLE LENGTH-TO-WIDTH RATIO OF 3:1.

UL BRACED WALL PANEL (BWP) LOCATIONS: WITHIN 12'-6" FROM EACH SIDE AND 21'-0" BRACED WALL PANEL TO PANEL EDGE (SEE FIGURE 321-25.C)

UL EDGES OF PANEL-TYPE JOINTS SHALL BE EXCEPT HORIZONTAL JOINTS IN GB BRACING, SHALL BE ATTACHED TO FRAMING OR BLOCKING.

- THE INTERIOR SIDE OF ALL EXTERIOR WALLS SHALL BE SHEATHED WITH MINIMUM 1/2" OSB OR EQUITIVELY STRENGTHENED SHEATHING.
- THIS REQUIREMENT IS EXCLUDED IN PORTAL FRAME METHOD.
- BRACING WITH GS-SUP SHALL HAVE SHEATHING INSTALLED ON ALL SHEATHABLE SURFACES AND EDGES, AND BETWEEN WALLS.
- EACH BRACED WALL PANEL MAY CONTAIN NO MORE THAN ONE HOLE, HAVING A MAXIMUM DIMENSION OF NO MORE THAN TEN PERCENT OF THE LEAST DIMENSION OF THE PANEL, AND BE CONFINED TO THE MIDSPAN OF THE PANEL.

UL BLOCKING AND BRIDGING: 21 IN BRIDGING USED AT PARALLEL BOX SILL AND FLOOR JOIST, BRIDGING (AT 32" O.C.) IS THE SAME DEPTH AS THE JOIST.

- WHERE JOISTS ARE PERPENDICULAR TO BAYS ABOVE OR BELOW, BLOCKING SHALL BE PROVIDED WHERE THE JOIST IS NOT BUILT UP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.
- WHERE JOISTS ARE PARALLEL TO BAYS ABOVE OR BELOW, A RIM JOIST OR OTHER PARALLEL FRAMING MEMBER SHALL BE PROVIDED AT THE DWP TO PERMIT FASTENING OF WALL PLATES WITH 16d NAILS @ 16" O.C.

 CS-WSP	(CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL) 3/8" THICK SHEATHING FOR MAX. 16" o.c. STUD SPACING 7/16" THICK SHEATHING FOR MAX. 24" o.c. STUD SPACING FASTEN WITH 6d COMMON NAIL OR 8d BOX NAIL (2 3/8" LONG x 0.113" DIA.) OR 7/16" or 1/2" - CROWN 16 GAGE STAPLES, 1 1/4" LONG MAXIMUM FASTENER SPACING: 6" EDGES, 12" FIELD (NAILS) / 5" EDGES, 6" FIELD (STAPLES)
--	---

MINIMUM OPENING OF CORNER BRACED WALL PANELS				
MAXIMUM OPENING HEIGHT ADJACENT TO BRACED WALL PANEL	MINIMUM LENGTH OF FULL-HEIGHT BRACED WALL PANEL (INCHES)			
	8' TALL WALL	9' TALL WALL	10' TALL WALL	12' TALL WALL
5' - 4"	24	27	30	36
6' - 8"	32	30	30	36
8' - 0"	48	41	38	36
9' - 0"	-	54	46	41
10' - 0"	-	-	60	48
12' - 0"	-	-	-	72

8. SHEATHING SHALL EXTEND FROM TOP OF THE TOP FLATE TO THE BOTTOM FLATE
AND MAY BE MULTIPLE SHEETS. ALL JOINTS SHALL BE BLOCKED.

9. INTERPENETRATION IS PERMITTED

[illegible]

NOTE: AS SHOWN IN THE ABOVE CROSS-SECTION, 1/2" GYPSUM WALL BOARD IS NOT REQUIRED ON THE INTERIOR SIDE OF THE WALL.

IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.

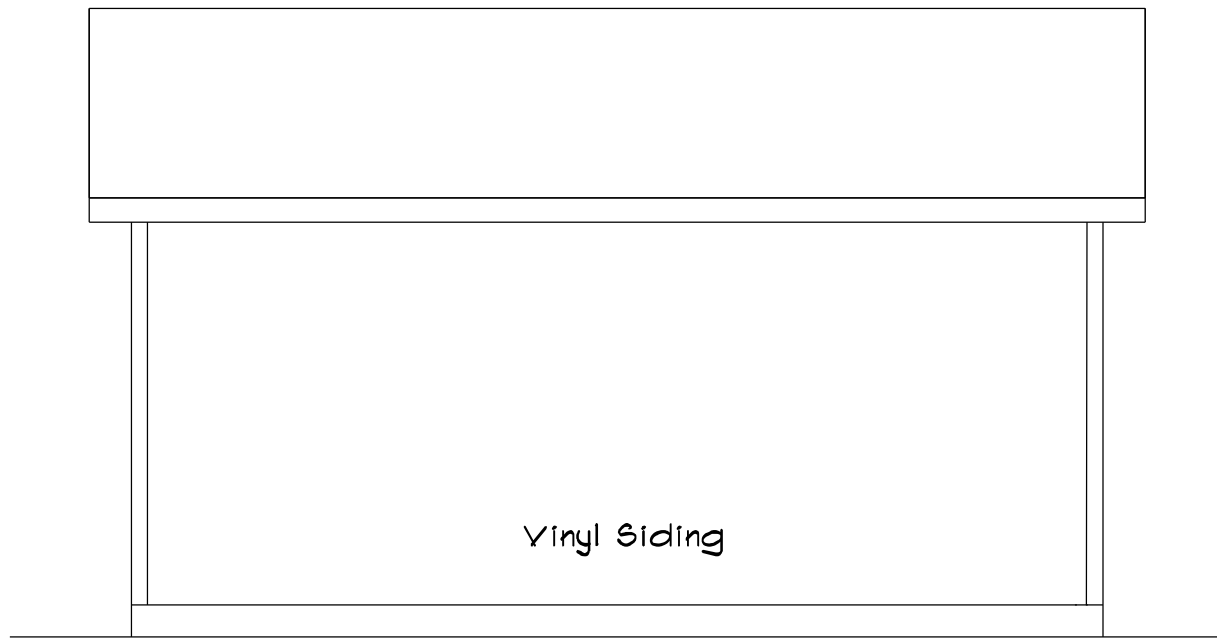
IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DUELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

JOB NAME: 1151 Reber Street DRAWN BY: Michael Herald	SQ. FT.: See Plan SCALE: As Indicated						
DATE: October 26, 2017 REVISIONS: <table border="1"> <tr> <td>Revised Off</td> <td>2/13/19</td> <td>AVS</td> </tr> <tr> <td>Plan 115-066-R</td> <td>3/26/19</td> <td>AVS</td> </tr> </table>	Revised Off	2/13/19	AVS	Plan 115-066-R	3/26/19	AVS	PLANNED BY: 24-0663-R PLAN NO.: 03/05/24 DVG
Revised Off	2/13/19	AVS					
Plan 115-066-R	3/26/19	AVS					

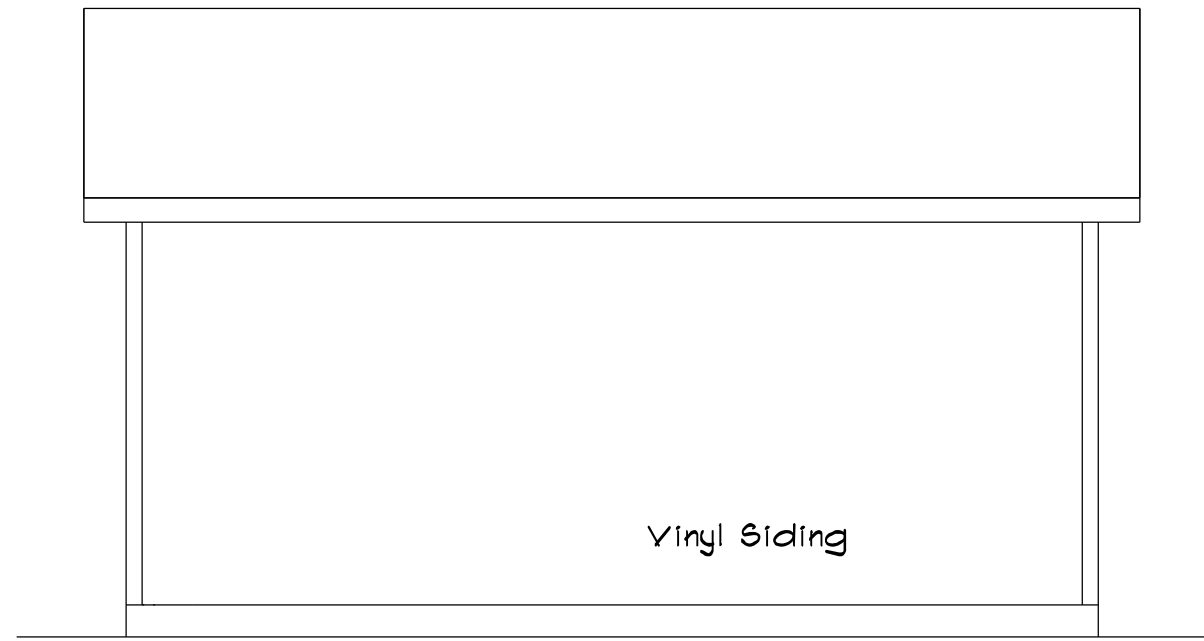
COMPONENTS:
PHONE (920) 496-5094
FAX (920) 498-1219
1745 MORaine TERRACE
GREEN BAY, WI 54303

Wisconsin BUILDING SUPPLY

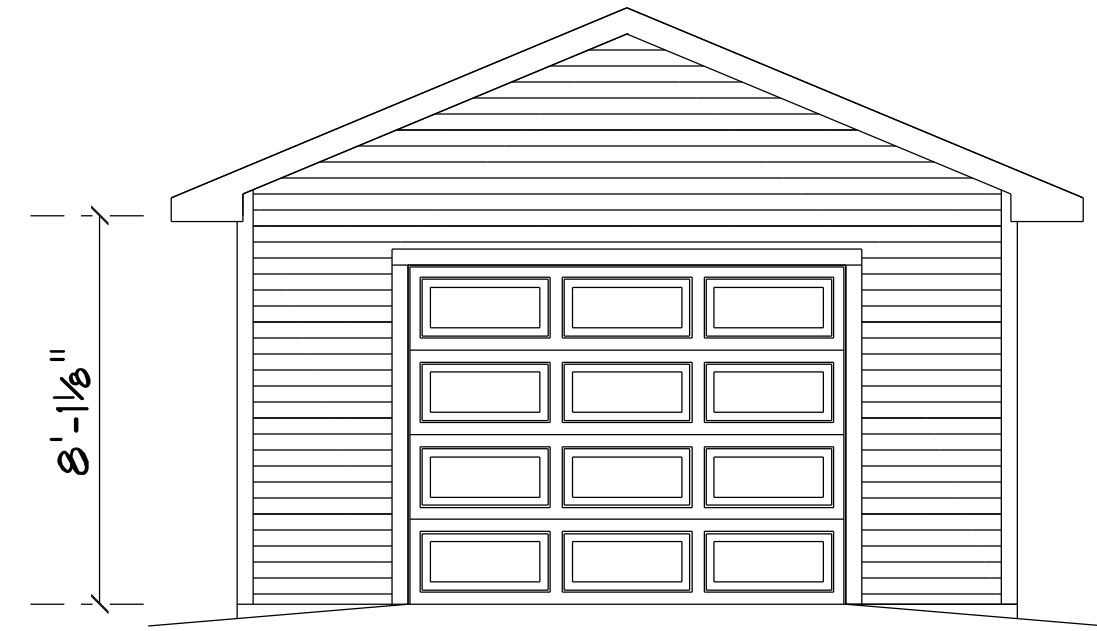




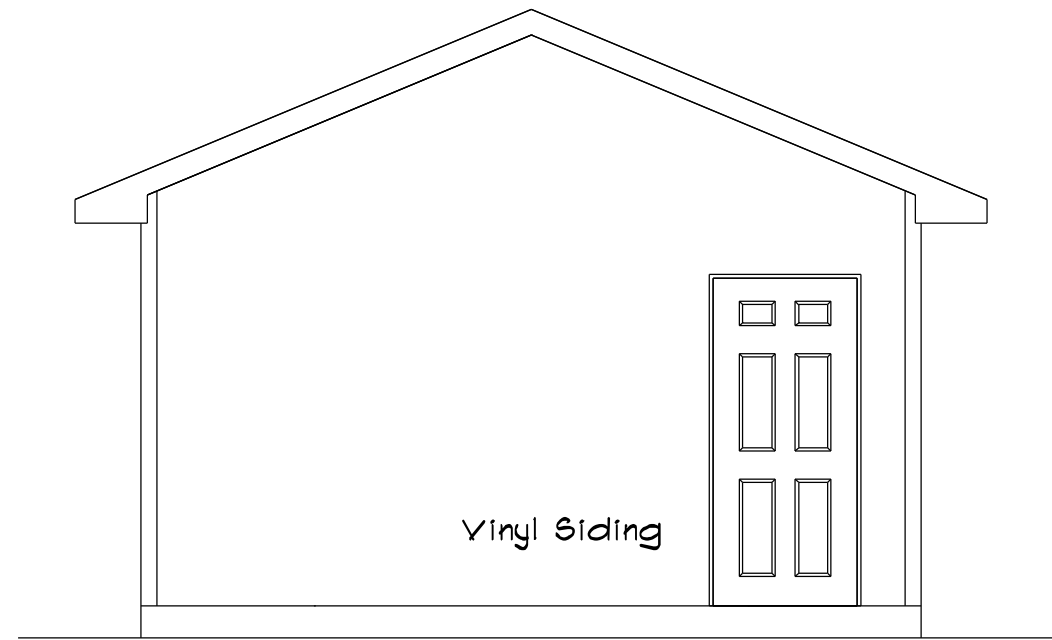
LEFT ELEVATION
SCALE: 1/4" = 1'-0"



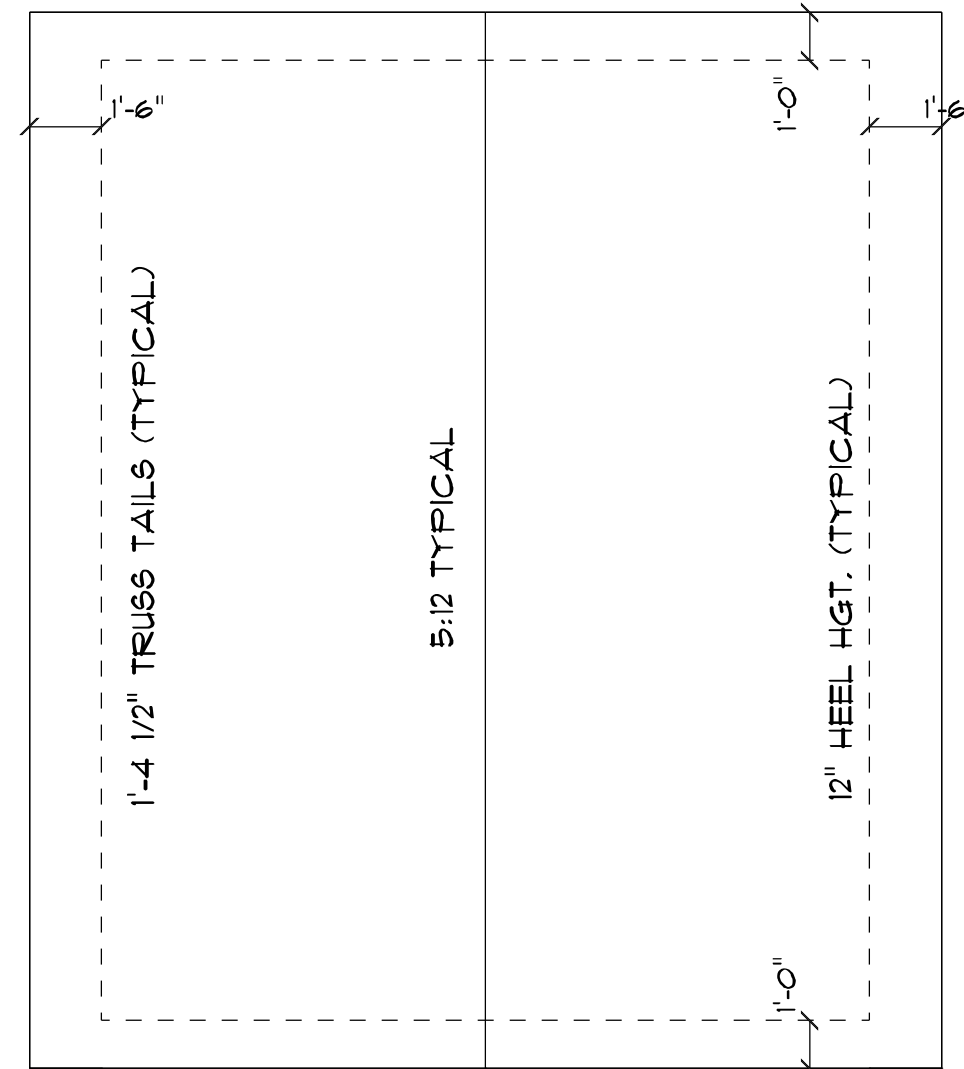
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



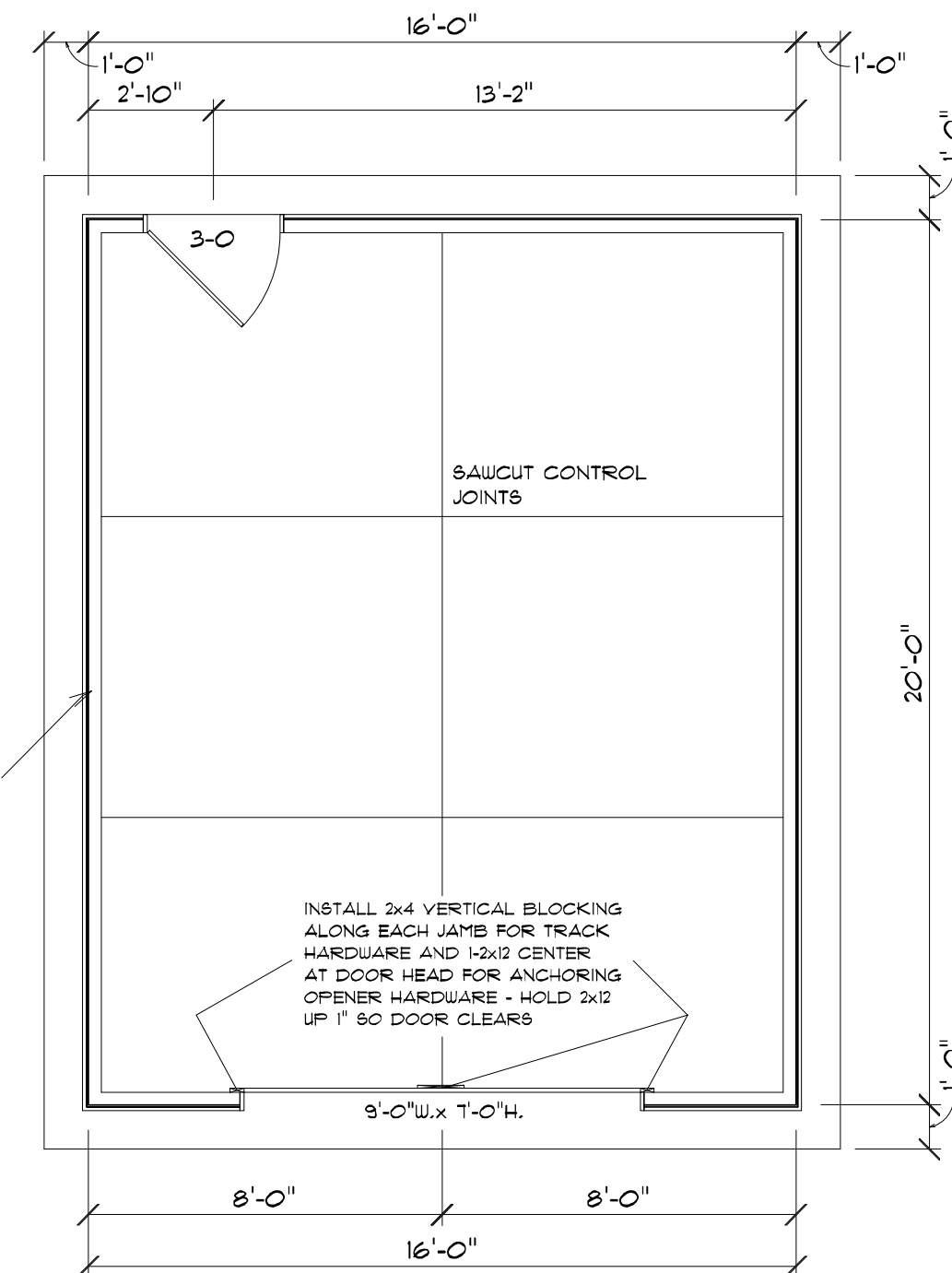
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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

NOTE:

THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. PLEASE CONTACT WISCONSIN BUILDING SUPPLY PRIOR TO APPLYING FOR PERMITS TO INITIATE THE START OF THE WALL BRACING PLAN/CALCULATIONS

VINYL SIDING OVER
HOUSE WRAP OVER
15/32" SHEATHING OVER
2 x 4'S @ 16" O.C.

INSTALL 2x4 VERTICAL BLOCKING
ALONG EACH JAMB FOR TRACK
HARDWARE AND 1-2x12 CENTER
AT DOOR HEAD FOR ANCHORING
OPENER HARDWARE - HOLD 2x12
UP 1" SO DOOR CLEARS

SAWCUT CONTROL
JOINTS

8'-0" W. x 1'-0" H.

OFFICE:
PHONE (920) 496-5080
FAX (920) 494-9510
1980 LARSEN ROAD
P.O. BOX 10001
GREEN BAY, WI 54301

COMPONENTS:
PHONE (920) 496-5084
FAX (920) 498-1215
1145 MORRINE TERRACE
GREEN BAY, WI 54303

Wisconsin
BUILDING SUPPLY

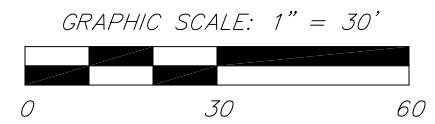
CUSTOM DESIGNED FOR: **GREATER GREEN BAY
HABITAT FOR HUMANITY**

JOB NAME: 1151 Reber Street	SQ. FT.: 320 Sq. Ft.
DRAWN BY: Michael Herald	SCALE: As Indicated
DATE: March 9, 2017	PLAN NO.: 24-063-R
REVISIONS: (Based Off Plan #19-068-R)	3/10/17 03/05/14 DVG

IMPORTANT NOTE:

- IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR/OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY DISCOVERED DISCREPANCIES.
- IT IS UNDERSTOOD THAT THE WISCONSIN UNIFORM DUELLING CODE AND LAYOUT DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS.

SHEET
1 OF 1



SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SURVEYED FOR:
Habitat for Humanity
1967 Allouez Ave.
Green Bay, WI. 54311
Drawing NO.: X-2024

Job #: 250161
Date: 01/28/2025
Rev:
Drafted By: CMUE
Checked By:



vierbicher
planners | engineers | advisors

TAX PARCEL: 1-936-B
FIELDWORK COMPLETED: XX/XX/XX



Part of Brown County WI

Map printed on 4/2/2025

1:720

1 inch = 60 feet*

1 inch = 0.0114 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

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County Wi

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



(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

April 8, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.7

Consideration with possible action to approve a one-year development agreement with Ortega Properties, LLC for the building of a two-family, upper and lower duplex on the site located at 1112 N. Van Buren Street.

BACKGROUND

The site located at 1112 N. Van Buren Street is currently zoned R3-Varied Density Residential and was purchased for the purpose of eliminating blight.

Staff have received a proposal from Ortega Properties, LLC for the development of an upper 2-bedroom, 1-bath and lower 3-bedroom, 1-bath duplex. Each unit will have a 2-stall attached garage. The developer is offering to purchase the parcel for \$17,500. No additional funding ask is required.

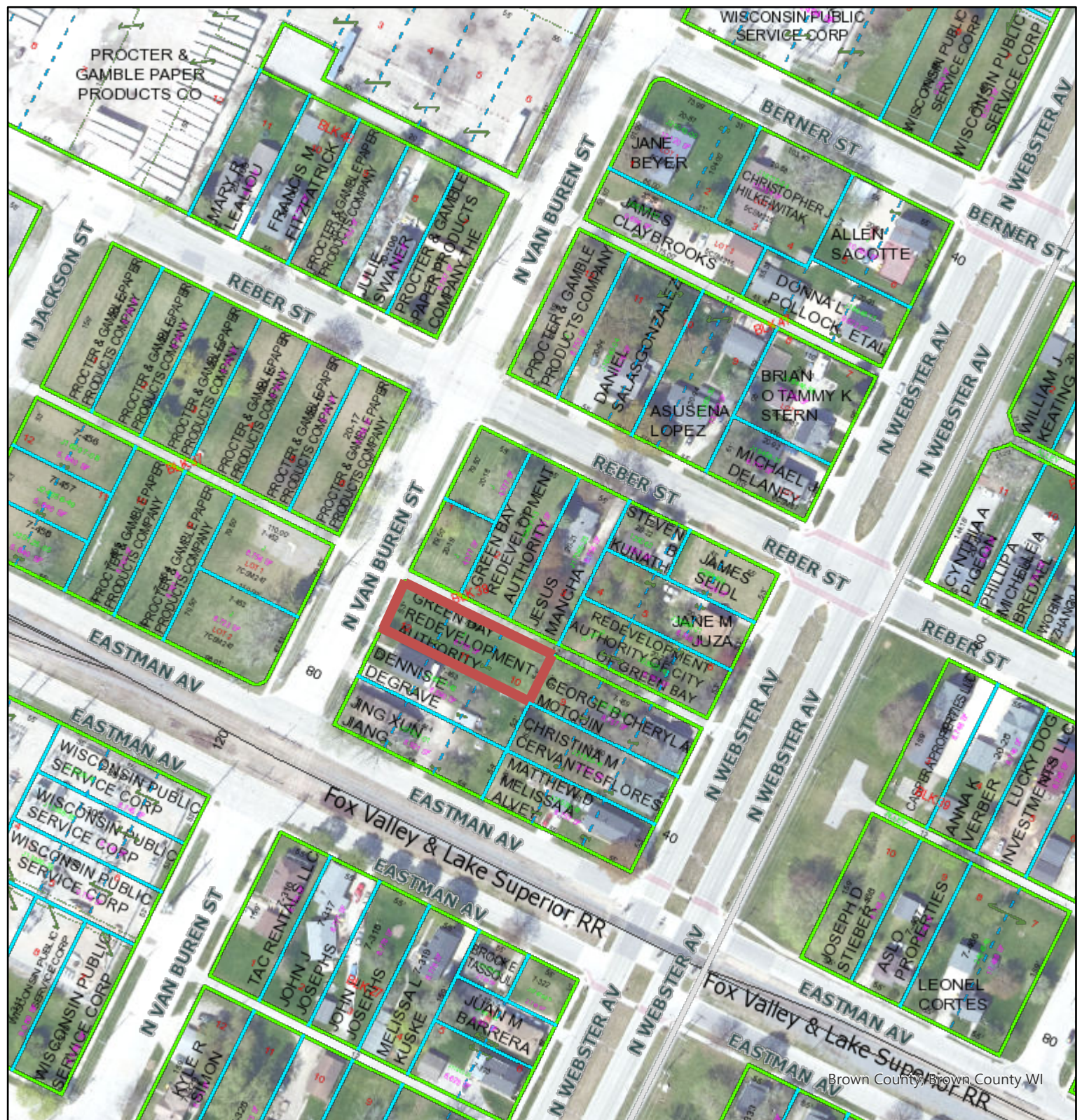
RECOMMENDATION

To approve a one-year development agreement with Ortega Properties, LLC for the purpose of an upper and lower duplex on the site located at 1112 N. Van Buren Street.

FISCAL IMPACT

ATTACHMENTS

1. GIS
2. Ortega Home Example
3. Ortega Site Plan



Brown County, Brown County WI



1"=188'

1:2,257 Feet

Legend

Property Hook

Parcel Line

Block boundary

Bulkhead Line

Historic Parcel Line (20' under)

Hydrography

Lines between deeds or lots (20' dashed)

Lot boundary

Meander line

Original Right of Way

PLSS line

Parcel line

Plat boundary

Private Road Right of Way

Right of Way line

U

V

TaxP

C

G

H

R

T

U_{GB - GIS}

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

Date Printed: 20 Mar 2025

City of Green Bay

Crop



SITE PLAN.

Address: 1112 N Van Buren ST

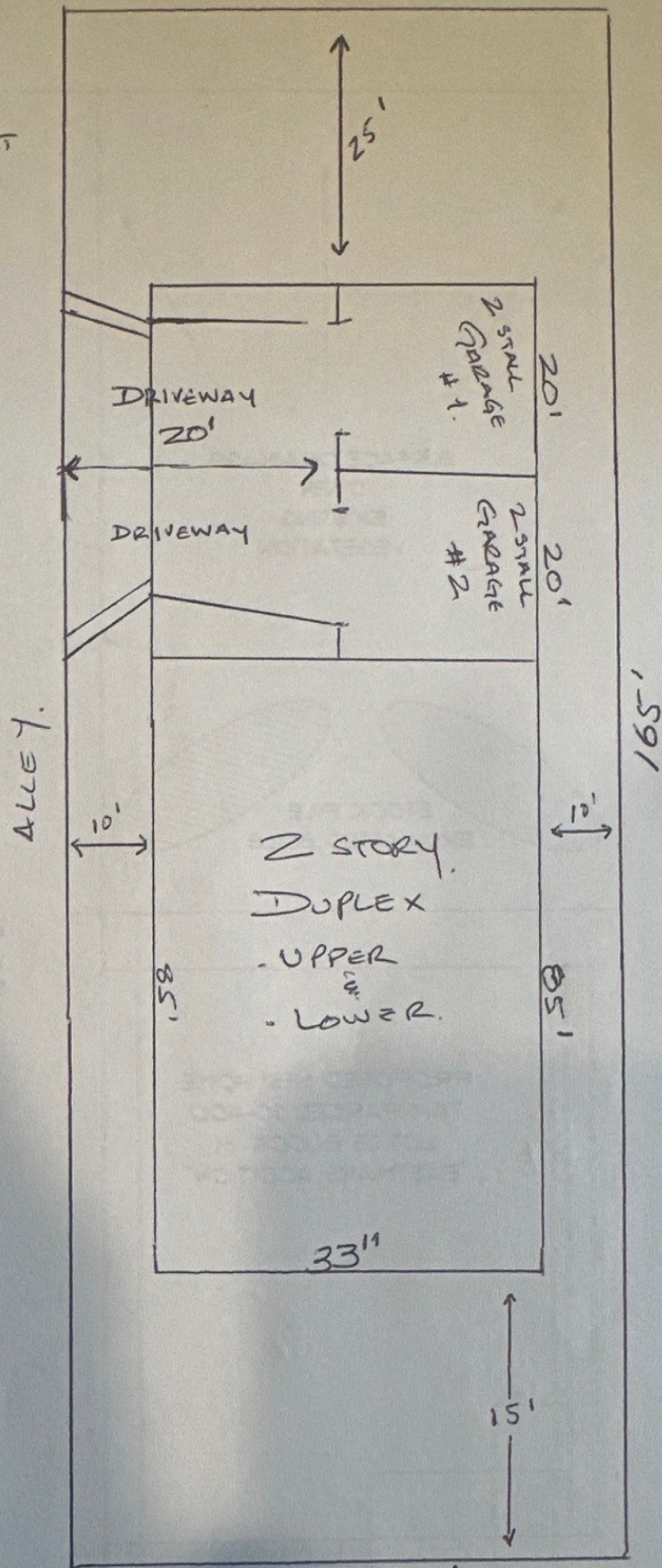
GREEN BAY, WI 54302

Parcel # 7-462

SUBDIVISION EASTMAN ADD

Lot # ?

BLOCK 38.



SIDEWALK.

NO 53'

STREET.

N VAN BUREN ST.



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

MEETING DATE

April 8, 2025

PREPARED BY

Ronda Bitney

AGENDA ITEM # E.8

Consideration with possible action to approve a 30-day planning option extension to Deals, Development & Partnership Capital for the construction of five townhomes on the sites located at 1118 N. Van Buren Street, 1124 N. Van Buren Street, and 910 Reber Street.

BACKGROUND

The sites located at 1118 N. Van Buren Street (Parcel 20-19), 1124 N. Van Buren Street (Parcel 20-18), and 910 Reber Street are zoned R-3, Varied Density Residential, and located just west of Webster Avenue.

In January 2025, the RDA granted a three-month planning option to Deals, Development & Partnership Capital to develop a detailed plan and assess the feasibility of constructing five townhomes. Each unit will be owner-occupied, market-rate, three-bedroom and three-bathroom, with two-car garages. The developer is offering \$35,000 for the sites as part of his proposal.

Within the last three months, the developer has secured multiple investors and an engineering firm, but his architect backed out at the last minute. The developer is requesting a six-month extension to the current planning option, allowing him to find a new architect and create the design.

Staff have reviewed the developers request and is recommending RDA grant a 30-day extension to the current planning option as we are reaching the busy building season.

Recently, calls inquiring about this lot have increased, therefore showing the demand for these types of parcels.

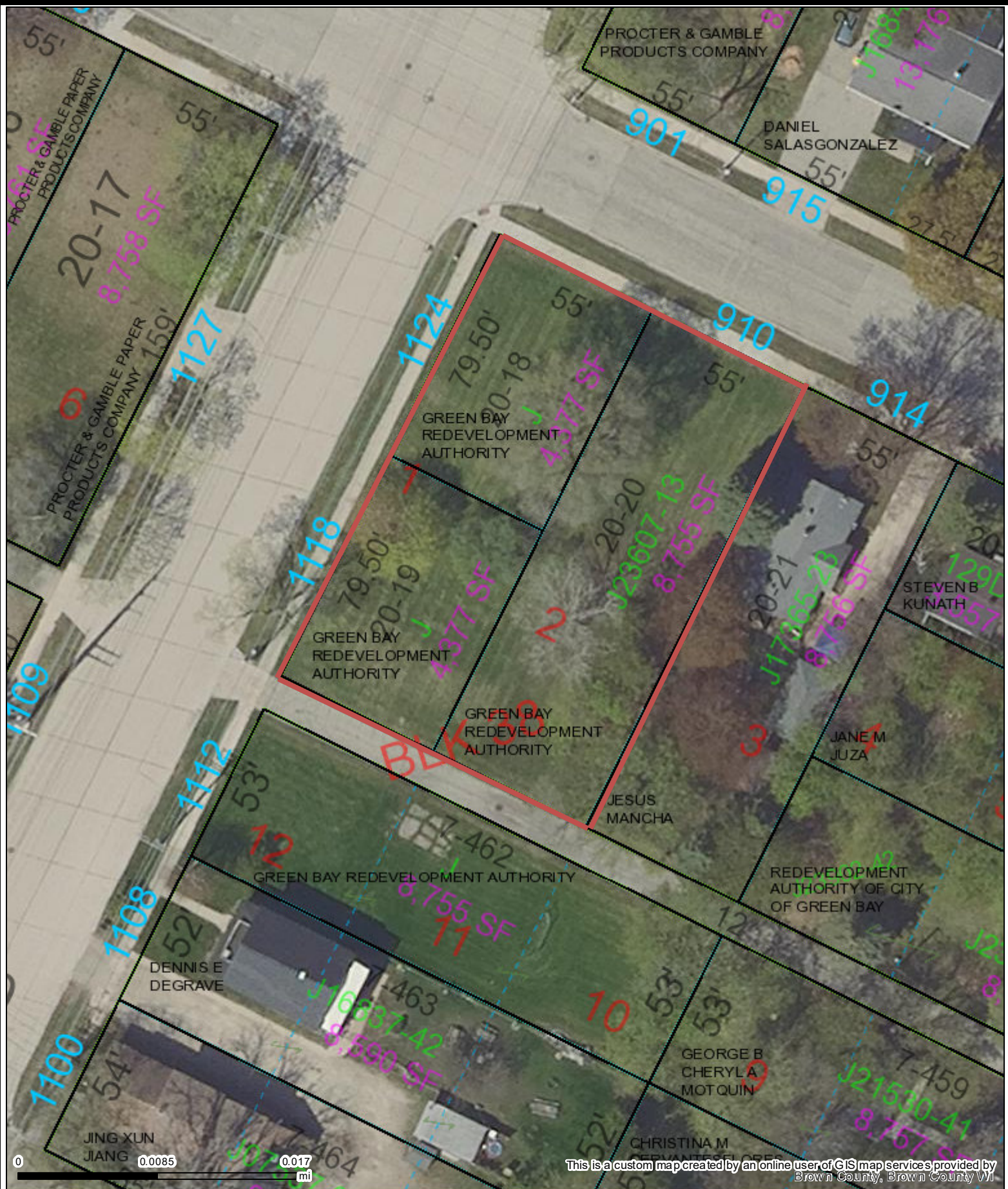
RECOMMENDATION

To approve a 30-day extension to the current planning option with Deals, Development & Partnership Capital to finalize the development plans for five units of townhomes.

FISCAL IMPACT

ATTACHMENTS

1. GIS
2. Van Buren Row - Extension Request



This is a custom map created by an online user of GIS map services, provided by Brown County, Brown County WI

Part of Brown County WI

Map printed on 1/3/2025

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

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

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



(920) 448-6480
www.browncountywi.gov



Hi Ronda,

I hope this message finds you well.

I'm writing to formally request a six-month extension on the planning period for my Van Buren Row development proposal, which includes 1124 N Van Buren St, 1118 N Van Buren St, and 910 Reber St.

Unfortunately, the architect I was working with backed out unexpectedly just as we were preparing to move forward with detailed design work. While that created a setback in finalizing the building design, I've since secured an engineering firm who is on board and ready to help bring the project to life. I'm now working to engage a new design partner so we can continue progressing toward a high-quality, buildable plan that aligns with the City's vision for infill housing.

This extension will allow me the necessary time to finalize the design team, complete site feasibility, and deliver a development package that meets both city expectations and neighborhood needs.

I appreciate the City's support and flexibility and remain fully committed to making Van Buren Row a strong addition to the community. Please let me know if you need any further information to process this request.

Thank you again for your time and consideration.

Best regards,

Ken Wilson
Deals, Development, and Partnership Capital
920.784.7796
kwilson@ddpcap.com



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

MEETING DATE

April 8, 2025

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # E.9

Consideration with possible action to hire outside counsel to pursue litigation against Bay Area Burger Co LLC, 126 S. Broadway, Green Bay, WI for default on a loan agreement.

BACKGROUND

Bay Area Burger Co LLC has fallen more than 12 months past due on their working capital loan; the last payment was received on September 25, 2024. As of April 1, 2025, the amount of the past due payments is \$9,778.51 and the loan balance with interest is \$29,508.34. Staff have been trying to communicate with them to work out a plan to get this loan brought to current, but have not been successful. Staff then turned this over to the Law Department to see if they could establish communication with Bay Area Burger, but they were also unsuccessful. So, at this point, we are looking to hire outside counsel to pursue litigation against Bay Area Burger Co LLC.

RECOMMENDATION

To approve hiring outside counsel to pursue litigation against Bay Area Burger Co LLC for the outstanding balance on their loan.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # F.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

31-Mar

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21848	03/12/2025	BOYS & GIRLS CLUB OF GREEN BAY, INC.	3,611.60
21849	03/12/2025	CITY OF GREEN BAY	45,957.43
21850	03/12/2025	COMMUNITY SERVICES AGENCY INC.	11,445.51
21851	03/12/2025	ECUMENICAL PARTNERSHIP FOR HOUSING	2,595.59
21852	03/12/2025	NEIGHBORWORKS GREEN BAY	8,315.00
21853	03/12/2025	N.E.W. COMMUNITY CLINIC, LTD	4,835.88

Redevelopment Authority
Financial Report
CDBG
3/31/2025

CDBG Entitlement Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	-	30,335.00	-	-	335.00	30,000.00
Public Services	-	347,590.16	-	65,100.54	282,489.62	-
CDBG Eligible Areas HILP Program	-	141,310.64	-	21,847.50	119,463.14	-
CDBG Eligible Areas Public Facilities and Infrastructure	-	252,383.35	-	40,820.00	19,366.16	192,197.19
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	209,886.24	-	35,000.00	215,493.81
Administration	-	174,851.18	-	40,522.63	-	134,328.55
	\$ -	\$ 1,164,637.77	\$ 209,886.24	\$ 168,290.67	\$ 456,653.92	\$ 749,579.42

CARES CDBG-CV Funds	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Rental/Mortgage Assistance Program LMI	-	36,414.78	-	16,504.99	19,909.79	-
	\$ -	\$ 36,414.78	\$ -	\$ 16,504.99	\$ 19,909.79	\$ -

Redevelopment Authority
Financial Report
HOME
3/31/2025

	2025 Budget	2024 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	-	363,016.68	-	28,095.00	176,792.00	158,129.68
Downpayment Closing Cost Assistance	-	50,000.00	-	-	-	50,000.00
CHDO Projects	-	434,784.00	-	-	434,784.00	-
Housing Development Projects	-	1,518,941.30	76,274.40	-	494,418.00	1,100,797.70
Administration	-	165,660.33	19,068.60	18,086.91		166,642.02
HOME-ARP Admin	-	1,881,229.91	-	48,040.28	833,189.63	1,000,000.00
	\$ -	\$ 4,413,632.22	\$ 95,343.00	\$ 94,222.19	\$ 1,939,183.63	\$ 2,475,569.40



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # F.2

Director's report and project updates.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Development Tracking 20250404

City of Green Bay Development Tracker (Large Scale) - April 2025

Commercial

12	Green Bay Plaza	ICAP Development	155 W. Mason	Commercial	DA approved. Development underway	Total # 0	Under 80% 0	\$4,000,000.00
13	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								
14	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
15	Green Bay Drop Forge Cleveland Hardware	Hoban Real Estate	1341 State Street	Industrial	Development Agreement approved 3/4. Construction underway.	Total # 0	Under 80% 0	\$10,500,000.00
16	Grandview - Smet	Smet	Erie at Arline	Includes 12,500 sf office / 93,750 sf industrial	Design underway for 20-acre site. PO extended to April	Total # 0	Under 80% 0	tbd
17	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								
18	Shipyard Phase 2	City/RDA	100 W. Mason	Event lawn, dog park, urban beach, splash pad, playground, restrooms	Engineer selected. Construction planned to start in late 2025	Total # 0	Under 80% 0	\$0.00

	Units	Under 80%	Value
TOTALS	1,239	23	\$134,025,000.00

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